

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

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

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

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

MISSION STATEMENT

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.
-

Out of respect for the meeting and others in attendance, please turn off all cell phones or put in the silent mode.

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

1. When called on to speak by the Board President, please approach and speak from the podium.
2. Comments are to be directed only to the Board.
3. The Board will not entertain outbursts from the audience.
4. There is a three-minute time limit per speaker.
5. The Board is not permitted to take action on items addressed under Public Forum.
6. Disruptive conduct shall not be permitted.
7. Persistence in disruptive conduct shall be grounds for removal of that person's privilege of address.

The Board President is responsible for maintaining an orderly meeting.

1. **CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**
2. **ADOPTION OF AGENDA**
3. **PUBLIC FORUM (ONLY ITEMS THAT ARE NOT ON THE AGENDA)**
4. **PROCLAMATIONS AND PRESENTATIONS**
5. **CONSENT CALENDAR** – Any member of the public may contact a Board member prior to the meeting to request that an item be pulled from the Consent Calendar.

A. Approval of Minutes

1. Regular Meeting of May 14, 2019
2. Special Meeting of June 4, 2019

B. Financial Reports

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

C. Third Quarter Budget Comparison

Possible Board Action: Receive and file

6. INFORMATIONAL ITEMS

A. Board Reports

B. General Manager's Report

C. Operation Manager's Report

D. ALT Treatment Plant Update

7. NEW BUSINESS

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

Possible Board Action: Adopt Resolution 2019-43.

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

Possible Board Action: Consider request and make determination.

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

Possible Board Action: Consider request and make determination.

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

Possible Board Action: Adopt Resolution 2019-44.

E. Consider Revised Legislative Policy

Possible Board Action: Adopt Resolution 2019-45.

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

Possible Board Action: Adopt Resolution 2019-46.

G. Consider Board Policy Regarding Director Reports

Possible Board Action: Review and provide direction

8. PUBLIC HEARINGS

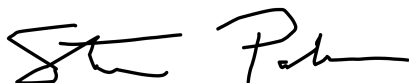
A. An Ordinance Certifying Annual Direct Charges – Fees and Assessments

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

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

10. NEXT MEETING DATE AND ADJOURNMENT – The next Regular Meeting will be on August 11, 2019, at 2:00 P.M. at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, California 95634.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on July 5, 2019.



Steven Palmer, PE, General Manager

July 5, 2019

Date

CONFORMED AGENDA – DRAFT 2

REGULAR MEETING

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

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

MISSION STATEMENT

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

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-

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

The Board President is responsible for maintaining an orderly meeting.

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

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

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

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

The Pledge of Allegiance was led by Director Souza.

2. ADOPTION OF AGENDA

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

Public Comment: There was no public comment.

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

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

The motion passed unanimously.

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

Stephen Dowd spoke regarding rates.

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

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

4. PROCLAMATIONS AND PRESENTATIONS

There were no proclamations or presentations.

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

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

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

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

Public Comment: There was no public comment.

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

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

The motion passed unanimously.

A. Approval of Minutes

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

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

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

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

Public Comment: There was no public comment.

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

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

The motion passed unanimously.

B. Financial Reports

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

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

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

Possible Board Action: Adopt Resolution 2019-23.

Board Assistant Diana Michaelson presented the report.

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

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

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

Public Comment: *There was no public comment.*

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

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

The motion passed unanimously.

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

Possible Board Action: Adopt Resolution 2019-33.

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

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

Public Comment: *There was no public comment.*

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

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

The motion passed unanimously.

6. INFORMATIONAL ITEMS

A. Board Reports

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

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

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

B. General Manager's Report

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

C. Operation Manager's Report

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

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

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

D. ALT Treatment Plant Update

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

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

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

7. NEW BUSINESS

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

Possible Board Action: Adopt Resolution 2019-34.

Mr. Sanders presented the report.

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

Public Comment: *There was no public comment.*

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

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

The motion passed unanimously.

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

Possible Board Action: Adopt Resolution 2019-35.

Mr. Creeks presented the report.

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

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

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

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

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

The motion passed unanimously.

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

Possible Board Action: Adopt Resolution 2019-36.

Management Analyst Christina Cross presented the report.

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

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

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

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

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

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

The motion passed unanimously.

D. Adoption of Updated Wastewater Rates and Fees

Possible Board Action: Adopt Resolution 2019-37.

Mr. Brown presented the report.

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

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

At the conclusion of Ms. Hansford's presentation, the Board discussed the report. Directors Saunders and Garcia both requested another public workshop. After further discussion, the consensus was to notify the public with a flyer, newsletter, or notice on the GDPUD website.

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

Motion by Director Wadle to adopt Resolution 2019-37. Second by Director Souza.

At the request of Director Saunders and agreed by Directors Wadle and Souza, the motion was amended to include "with notification to the community."

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

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

The motion passed unanimously.

The gavel was then returned to Director Wadle.

E. Review Draft FY 2019/2020 Operating Budget

Possible Board Action: Review and Provide Direction to Staff.

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

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

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

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

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

F. Review Draft 5-Year Capital Improvement Plan

Possible Board Action: Review and Provide Direction to Staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

The meeting adjourned at 7:00 P.M.

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Steven Palmer, PE, General Manager

Date

AGENDA ITEM 5.A.1.

May 14, 2019 Regular Meeting Minutes

Attachment 1

Director Saunders' Report

DRAFT 2

ACWA 2019 Spring Conference

Director Saunders' Report

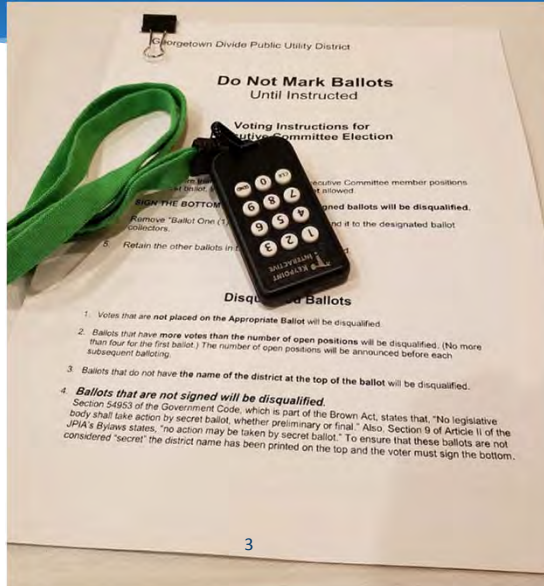
1

ACWA/JPIA

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

2

ACWA/JPIA



Sexual Harassment Prevention

Risk Mitigation

Board

- Knowledge of personnel policy
- Review policy annually

Staff

- Completing personnel policy

5

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

Climate Forecasting

6

Climate Forecasting

Public

- Following these events can plan for the summer season

Board/Staff

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

7

Climate Forecasting





Region 3 Fire Infrastructure

Legislative Round-Up

Handout for Board Members

Urban Water Conservation Systems

Urban Water Management Plan - Passed 2018

- Water Use Efficiency
- Drought Resiliency
- Agricultural Use Efficiency

11

Urban Water Conservation Systems

Reporting

Annual Water Audit
June 2022 - Electronic Annual Report

12

Urban Water Conservation Systems

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

Google Earth imagery
Irrigable areas

13

Climate Forecasting

Public

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

14

Climate Forecasting

Staff

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

15

Climate Forecasting

Board

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

16

Thank You



AGENDA ITEM 5.A.1.

May 14, 2019 Regular Meeting Minutes

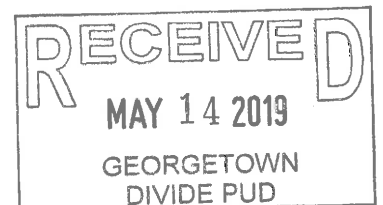
Attachment 2

Director Garcia Document

DRAFT 2

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

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



CONFORMED AGENDA – DRAFT

SPECIAL MEETING

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

**TUESDAY, JUNE 4, 2019
2:00 P.M.**

*Director David Halpin will participate in this meeting from a satellite location via telephone. The Public may participate in all Open Session portions of this meeting from this location. The specifics of his location, while participating in the meeting, are as follows:
14750 Lakeside Circle, Sterling Heights, Michigan 48313*

Note: This meeting is being held in lieu of the June 11, 2019 Regular Board Meeting

MISSION STATEMENT

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

The Board President is responsible for maintaining an orderly meeting.

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

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

Directors present: Cynthia Garcia, Michael Saunders, David Souza, Dane Wadle; David Halpin participated via teleconference.

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

The Pledge of Allegiance was led by Director Saunders.

2. ADOPTION OF AGENDA

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

Public Comment: *There was no public comment.*

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

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

The motion passed unanimously.

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

Stephen Dowd spoke regarding the water rates and requests for agenda topics.

Potato Richardson spoke requesting repairs to his driveway.

4. PROCLAMATIONS AND PRESENTATIONS

There were no proclamations or presentations.

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

Directors Garcia and Saunders requested that Item 5.A.1. be pulled.

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

Public Comment: *There was no public comment.*

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

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

The motion passed unanimously.

A. Approval of Minutes

1. Regular Meeting of May 14, 2019

Director Garcia requested that the Minutes reflect a request by Directors Garcia and Saunders to have a public workshop before adopting the wastewater rates and fees.

Director Saunders requested that the Minutes reflect his recommendation to use any end of year surplus to pay down PERS unfunded liability.

Staff will listen to the recording and update the Minutes accordingly and will bring them back to the Board at the next meeting.

B. Financial Reports

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

Approved on Consent

C. Nomination of General Manager to ACWA Region 3 Board of Directors

Possible Board Action: Adopt Resolution 2019-38.

Approved on Consent

6. INFORMATIONAL ITEMS

A. Board Reports

Director Garcia reported that she attended the recent CSDA Legislative Days at the Capitol. She also attended a cannabis cultivation workshop sponsored by the California Conference of Directors of Environmental Health. She announced that she and Director Saunders will have a town hall meeting at the Cool Hall on June 29. She then mentioned some letters and emails she had received regarding the ALT Wastewater rate change. Finally, she referred to a list of topics she would like to see addressed at the next Board meeting (Attachment 1).

Director Saunders reported that he participated in a work group at a meeting presented by the Department of Water Resources and the State Water Resources Control Board. He also met with State Representative Frank Bigalow regarding High Speed Internet access to special districts.

Director Wadle reported that he attended the CSDA Legislative Days and provided some handouts to be included with these Minutes (Attachment 2). He then reported on current legislation of interest to special districts, in particular SB 13, which CSDA is opposing.

B. General Manager's Report

Mr. Palmer summarized his list of planned upcoming agenda topics through the end of the summer and asked for feedback from Directors. Director Saunders asked that the creation of a disaster preparedness subcommittee be discussed at the July Board meeting.

C. Operation Manager's Report

Due to the timing of this month's meeting, current data was not available prior to posting the Agenda. The Operations Manager's Report will be presented at the next Board Meeting.

D. ALT Treatment Plant Update

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

E. Finance Committee Report

Finance Committee Chair Steve Miller presented the report. He listed several topics that the Committee would like to look at. There was some discussion regarding the role of the Committee.

7. NEW BUSINESS

A. Consider Irrigation Customer Request for Change of Flow

Possible Board Action: Consider request and make determination.

Mr. Palmer introduced Potato Richardson who presented his request for a reduction of irrigation water from one inch to one-half inch.

Public Comment: *Unidentified members of the audience had comments. Cherie Carlyon commented. Karen Bartholomew commented.*

Director Garcia noted that if the Board approves the request, the Directors would also need to set the fee to make the adjustment. Mr. Creeks said the District has a set hourly fee for staff and equipment and estimated that it would take one to two hours at the most to make the adjustment.

Director Wadle commented that approving the request would likely open the door to other requests with circumstances that might be more complex. He also noted that the rates were set on January 14 and applications were being accepted up to March 1; therefore, Mr. Richardson had time to amend his application prior to the application deadline.

Motion by Director Garcia to grant the request to reduce the flow from one inch to one-half inch, to adjust the usage charge accordingly, and to charge a fee not to exceed \$90 to make the adjustment, with the understanding that this change will not affect any other irrigation water customer. Second by Director Halpin.

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

Garcia: Aye
Halpin: Aye
Saunders: Aye
Souza: Aye
Wadle: No

The motion passed 4-1.

B. Consider Proposed Approval of Amendment 4 to the Professional Services Agreement with George Sanders Extending the Term and Increasing Compensation

Possible Board Action: Adopt Resolution 2019-39.

Mr. Palmer presented the staff report.

Public Comment: *Ms. Bartholomew commented.*

Motion by Director Souza to adopt Resolution 2019-39. Second by Director Garcia.

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

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

The motion passed unanimously.

C. Adoption of FY 2019/2020 Operating Budget

Possible Board Action: Adopt Resolution 2019-40.

Mr. Palmer presented the staff report.

Public Comment: *There was no public comment.*

Motion by Director Saunders to adopt the Fiscal Year 2019-2020 Operating Budget. Second by Director Souza.

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

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

The motion passed unanimously.

D. Adoption of 5-Year Capital Improvement Plan

Possible Board Action: Adopt Resolution 2019-41.

Mr. Palmer presented the staff report. He noted that the staff report in the packet had been corrected to show the meter replacement project in Fiscal Year 2020-2021, unless funding is secured sooner.

Directors Saunders and Garcia suggested prioritizing and scheduling the projects as well as including an asset management plan. Director Halpin asked about a grant for ditch rehabilitation.

Public Comment: *Mr. Miller asked for and received confirmation that the Finance Committee recommendations were included.*

Motion by Director Gracia to adopt the 5-Year Capital Improvement Plan as presented. Second by Director Souza.

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

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

The motion passed unanimously.

8. PUBLIC HEARING

A. Consider Adoption of Resolution 2019-42 Setting the Annual Appropriations Limit at \$2,753,977 for Fiscal Year 2019-2020

Possible Board Action: Adopt Resolution 2019-42 Setting the Annual Appropriations Limit for the District.

Mr. Palmer presented the staff report.

Director Wadle opened the public hearing at 4:09 P.M.

Public Comment: *There was no public comment.*

Director Wadle closed the hearing.

Motion by Director Saunders to adopt Resolution 2019-42. Second by Director Souza.

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

Garcia: Aye
Halpin: Aye

Saunders: Aye
Souza: Aye
Wadle: Aye

The motion passed unanimously.

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

Director Halpin left the meeting at 4:11 P.M.

Director Saunders requested a July Board meeting agenda item to consider an Emergency and Disaster Preparedness subcommittee. He also requested that staff extend an invitation to Rick Gillespie to attend the July Board meeting so that the Directors could recognize his service on the Finance Committee and to formally accept his resignation.

- 10. NEXT MEETING DATE AND ADJOURNMENT** – The next Regular Meeting will be on July 11, 2019, at 2:00 P.M. at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, California 95634.

The meeting adjourned at 4:12 P.M.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer 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 May 30, 2019.

Steven Palmer, PE, General Manager

Date

AGENDA ITEM 5.A.2.

June 4, 2019 Special Meeting Minutes

Attachment 1

Director Garcia Notes

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Regular Board Meeting -

8. Board Member Discussions -

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

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

AGENDA ITEM 5.A.2.

June 4, 2019 Special Meeting Minutes

Attachment 2-A

CSDA Fact Sheet

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FACT SHEET: ACR 89 (Cooley) Special Districts Week

Author: Assembly Member Ken Cooley

Position: **SPONSOR**

Location: Assembly Rules Committee

Summary: Proclaims September 22, 2019, to September 28, 2019, to be Special Districts Week.

Major Provisions:

- Encourages all Californians to be involved in their communities and be civically engaged with their local government.
- Overviews the history of special districts.
- Speaks to the important role that special districts play in local service delivery.
- Explains the high level of accountability that special districts adhere to.
- Describes the diverse nature of special districts.
- Notes that special districts formed the California Special Districts Association 50 years ago.

Talking Points:

- Special districts are local governmental entities created by a community's residents, funded by those residents, and overseen by those residents to provide specialized services and infrastructure.
- Communities and regions throughout California receive essential services from special districts, including water, sanitation and water recycling, fire protection, electricity, parks and recreation, healthcare, open space, ports and harbors, flood protection, mosquito abatement, cemeteries, resource conservation, airports, transit, road maintenance, veterans' facilities, and more.
- Speak to the history and role of your own district(s).
- Speak to the role that CSDA plays in providing special districts with resources necessary to best serve their communities.
- Special districts week will coincide with the CSDA Annual Conference in Anaheim, where we will celebrate CSDA's 50th Anniversary.
- ACR 89 raises awareness and understanding about the special districts that provide millions of Californians with essential services and infrastructure. With a similar intent, CSDA is sponsoring a video contest for high school and college students at www.DistrictsMakeTheDifference.org. Students can submit 60-90 second videos online by September 30 to win a scholarship.

Frequently Asked Questions:

What is the purpose of a resolution declaring special districts week?

Special Districts Week is just one way to engage the general public and the Legislature to raise awareness and understanding of this important system of government that serves our communities.



FACT SHEET: ACA 1 (Aguiar-Curry) Local Infrastructure and Housing Funding

Author: Assembly Member Cecilia Aguiar-Curry

Position: **SUPPORT**

Location: Assembly Floor

Summary: Provides for a new 55 percent voter threshold for local agencies to pass special taxes or general obligation bonds for certain infrastructure and housing projects.

Major Provisions:

- Funds infrastructure projects that construct, reconstruct, rehabilitate, or replace their public infrastructure
- Funds housing projects that address affordable housing, or permanent supportive housing for persons at risk of chronic homelessness, including persons with mental illness.
 - Outlines definitions for the terms affordable housing, supportive housing, etc.
- Defines “Public Infrastructure” as including, but is not limited to, projects that provide any of the following;
 - Water or protect water quality.
 - Sanitary sewer.
 - Treatment of wastewater or reduction of pollution from stormwater runoff.
 - Protection of property from impacts of sea level rise.
 - Parks and recreation facilities.
 - Open space.
 - Improvements to transit and streets and highways.
 - Flood control.
 - Broadband internet access service expansion in underserved areas.
 - Local hospital construction.
 - Public safety buildings or facilities, equipment related to fire suppression, emergency response equipment, or interoperable communications equipment for direct and exclusive use by fire, emergency response, police or sheriff personnel.
 - Public library facilities.
- In order to pass and go into effect, this constitutional amendment requires approval by a two-thirds vote in each house of the Legislature followed by approval on a statewide ballot in 2020.
- Strict accountability measures attached to these new tools mirror the requirements for existing 55 percent vote-threshold school bonds:
 - Proceeds shall only be used for the purposes specified in the proposition, and not for any other purpose, including general employee salaries and other operating expenses of the local government.
 - Must include a list of the specific projects that are to be funded, and a certification that the local government has evaluated alternative funding sources.
 - Must conduct an annual, independent performance audit to ensure that the proceeds of have been expended only on the specific projects listed in the measure.
 - Must appoint a citizens’ oversight committee to ensure the proceeds are expended only for the purposes described in the measure.



Talking Points:

- Special districts, cities, and counties must achieve two-thirds voter-approval for all G.O Bonds and special taxes, while school bonds require a 55 percent vote and general taxes need only a simple 50 percent majority.
 - A number of sorely needed special taxes and G.O. bonds have failed passage with over 65 percent in favor and less than 35 percent against.
 - It does not make sense for a special tax, where voters have assurances exactly what the money must be spent on, to require a substantially higher threshold than a general tax, where local governments are free to spend the money as they please.
- This new tool requires accountability standards above and beyond existing mechanisms, and all funding under the tool would be restricted to sorely needed construction, reconstruction, rehabilitation, or replacement of infrastructure.
- Will provide more options to modernize public safety infrastructure and equipment in the wake of catastrophic natural disasters and adaptation to climate change.
- District infrastructure may be needed to service new housing projects or growing demand and impacts on those facilities as the state addresses the housing crisis.
- ACA 1 only puts the measure on the statewide ballot for the voters to ultimately decide.
- Even after ACA 1 becomes law, each local agency would have to propose, and their voters would have to approve any new tax or bond.

Frequently Asked Questions:

Why are special districts supporting a measure that is so focused on housing and infrastructure when districts don't have land use authority?

Special districts focus on the delivery of one service or a small suite of services. This specialization is part of their strength as it promotes efficiency, effectiveness, and sustainability. As Governor Newsom pointed out in his May Revise, housing cannot be built without first laying the foundation of infrastructure. That's where special districts are part of the solution.

Isn't this just another tax increase?

Without modern infrastructure and high-quality local services, California cannot grow livable communities that add value to the businesses and families that comprise our state. Passage of ACA 1 does not raise a single dime of new taxes. It simply presents the voters with the opportunity to offer this important tool to their local agencies they depend on. If approved by a statewide vote, it's then up to a local board to place a local measure on the local ballot for local voters to make the decision of what's best for their community.



FACT SHEET: SB 13 Development Impact Fee Prohibitions

Author: Senator Bob Wieckowski (D-Fremont)

Position: **OPPOSE**

Location: Senate Floor

Summary: Prohibits local agencies from charging development impact fees on accessory dwelling units (ADUs) smaller than 750 square feet and drastically limits the fees that may be charged to larger ADUs.

Major Provisions:

- Prohibits whatsoever local agencies' ability to charge development impact fees on ADUs smaller than 750 square feet.
- Limits development impact fees for ADUs larger than 750 or more square feet to 25 percent of the impact fees otherwise charged for a new single-family dwelling on the same lot.
- Applies to impact fees charged by special districts, cities, and counties for services that may include fire protection, parks, water, sewer, flood control, and more.
- As drafted, this legislation could potentially restrict capacity and connection fees charged by sewer, water, and utility districts.

Talking Points:

- It is irresponsible to promote growth with no plan to address the impact of that growth or mechanism to fund the needs of the new residents.
- Revenue for local governments is tightly restricted by the California Constitution; fees are one of the few ways that special districts, cities, and counties are able to manage the costs of community growth.
- If legislation succeeds in spurring development of ADUs by prohibiting fees, the families inhabiting the new ADUs and their neighbors would suffer from inadequate public safety, parks, and other fundamental services.
- Restrictions on fees could not come at a more critical time for the bottom line of fire services already stretched thin by California's ever more dangerous fire season. Development impact fees pay for increasing firefighting capacity and acquiring new facilities, vehicles, and equipment to maintain service levels and protect the lives and property within new structures, including ADUs. With substantial increases in neighborhood density, comes the need to purchase and crew additional fire response apparatus.
- Recreation and park districts depend on development impact fees to establish new parks, facilities, and equipment as neighborhoods grow and parks receive greater utilization. Park fees were implemented during the post war boom to ensure that all California neighborhoods would have access to parks and open space. Some park districts report being dependent on Quimby and other development impact fees for up to three quarters of all their revenue.
- Prohibiting development impact fees may shift burden of fees to existing residents already struggling to afford rising rents and utility rates.
- The Legislature has already limited fees on ADUs to be proportionate to the burden they create (SB 1069, Wieckowski and AB 2299, Bloom of 2016 and SB 229, Wieckowski and AB 494, Bloom of 2017).



Frequently Asked Questions:

What are development impact fees?

Development impact fees, also referred to as “developer fees” or “impact fees,” are charged by cities, counties, and special districts to pay for infrastructure needed to support and serve new housing. These fees help offset or “mitigate” the impact of new growth in the community.

The purpose of impact fees is to ensure that private developers pay for the services needed for their projects without having to impose new taxes, fees, and other hardships on existing renters and homeowners in the community. Some recreation and park districts have reported receiving a majority of their revenue from development impact fees.

What are accessory dwelling units or “ADUs?”

Accessory dwelling units, ADUs for short, are commonly known as “granny flats” or “in-law units.” They are secondary dwellings attached to an existing dwelling or constructed on the same lot. State regulation of local policies for ADUs has been a controversial topic in Sacramento for the past few years. Until recently, construction of ADUs was illegal in most municipalities in California. Many homeowners across the state chose to construct unpermitted ADUs regardless of local restrictions. These ADUs have since become technically legal, although their construction and use are still heavily regulated in most localities.

Developers and housing advocates have pushed ADU construction as an answer to California’s affordable housing crisis. ADUs can be considered infill development and do not require opening new land for housing; an advantage for policy makers confronting local “NIMBY” (not in my back yard) sentiments.

Does this bill apply to fees charged by water, sewer, and utility districts?

SB 13 uses the term “impact fee” without providing a specific definition of the term. Without a more explicit definition, impact fees could be interpreted to either apply broadly to any fees related to the impact of new development or could be limited to a specific class of fees under the Fee Mitigation Act. As written, SB 13 is unclear on what usage is intended—potentially making connection fees and capacity fees commonly charged by water, sewer, and utility districts subject to the prohibitions in the bill.

Has this legislation been introduced before?

Last year, the Legislature considered three ADU bills: SB 831 (Wieckowski), SB 1469 (Skinner), and AB 2890 (Ting). Those bills contained similar provisions to SB 13. SB 831 was held in the Assembly Local Government Committee; SB 1469 was held in the Senate Appropriations Committee; and AB 2890 was held in the Senate Rules Committee.

In 2016, the Legislature reached a compromise on ADU law (SB 1069, Wieckowski and AB 2299, Bloom) to address some of the barriers to ADU creation. These laws prohibited local ordinances that entirely ban ADUs and required a local agency to adhere to certain provisions, including limiting the cases when agencies could require new utility connections and limiting the fees to be proportionate to the burden created by the ADU. In 2017, the Legislature made further clarifications to these laws (SB 229, Wieckowski and AB 494, Bloom).

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June 4, 2019 Special Meeting Minutes

Attachment 2-B

**CSDA Legal Advisory Working Group
Cases of Interest**

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CSDA Legal Advisory Working Group Cases of Interest

Case Name and Venue	Subject Area	What's At Stake?	CSDA Action	Status
<p><i>Goleta Ag Preservation v. Goleta Water District, et al.</i></p> <p>- Second District Court of Appeal</p>	<p>Proposition 218</p>	<p>Is notice of proposed water rates to <i>customers</i> permissible under Proposition 218, or, must the notice be mailed to <i>property owners</i> at the address(es) on the property tax roll? Were the challenged agricultural water rates adequately supported by the District's administrative record, consistent with Proposition 218?</p> <p>The trial court held that apportionment of costs for agricultural rates need not be calculated in detail, but need only be reasonable. The agency exercises policy judgment over the method of cost allocation. The court also concluded that notice to property owners was required, but no remedy was necessary here. (<i>Favorable</i>)</p>	<p>CSDA joined CSAC and the League of Cities in an amicus brief to the Second District Court of Appeal in support of Goleta Water District.</p>	<p>Opinion filed 1/28/19.</p> <p>Favorable decision that upheld a water rate plan by the Goleta Water District.</p> <p>CSDA filed a letter requesting publication of the opinion on 2/14/19. Request to publish opinion denied on 2/20/19.</p>
<p><i>Paradise Irrigation District v. Commission on State Mandates</i></p> <p>- Supreme Court of California</p>	<p>State Mandates</p>	<p>1) Do special districts have "authority" to raise rates and fees to pay for the cost of state mandated programs and services? 2) Are special districts that do not receive property tax revenue eligible for reimbursements for the costs of state mandated programs? 3) Must special districts "try and fail" to raise water, sewer, or refuse collection fees to cover the cost of state mandated programs before seeking reimbursement from the Commission on State Mandates?</p> <p>The trial court held that districts have sufficient authority to raise fees and charges to pay for state mandated programs and regulations, notwithstanding Proposition 218's majority protest process. A local government may only request reimbursement for state mandated costs after attempting to raise fees and failing to do so. (<i>Unfavorable</i>)</p>	<p>CSDA-led coalition joined by ACWA and CASA filed an amicus brief in support of Paradise Irrigation District, et al.</p> <p>Opinion issued 10/11/18 – upheld trial court.</p> <p>Rehearing petition granted 10/31/18.</p>	<p>Revised opinion issued 3/20/19 – upheld trial court and revised arguments to respond to petition for rehearing.</p> <p>Petition for review by CA Supreme Court filed by appellant special districts on 4/29/19. Answer to petition filed 5/17/19. CSDA preparing to file letter in support of petition for review.</p>

Case Name and Venue	Subject Area	What's At Stake?	CSDA Action	Status
<p><i>Plantier, et al. v. Ramona Municipal Water District</i></p> <p>- Supreme Court of California</p>	<p>Proposition 218</p>	<p>Does the Proposition 218 protest procedure provide an administrative remedy that a plaintiff must exhaust before they can file a class action lawsuit challenging the methodology of calculating fees?</p> <p>The trial court held there is an exhaustion requirement under Proposition 218, and that Plaintiffs did not satisfy the exhaustion requirements. On June 13, 2018, the Fourth District Court of Appeal reversed, holding that a ratepayer seeking to challenge new or increased property-related fees is not required to file a written protest or appear at a public hearing concerning the proposed fees prior to filing a legal challenge. (<i>Unfavorable</i>)</p> <p>CSDA joined CSAC, CASA, and League of Cities in a letter to the Supreme Court of CA requesting review of the Court of Appeal decision. On September 13, the Supreme Court of CA granted review.</p>	<p>CSDA joined CSAC, CASA, and League of Cities in an amicus brief to the Fourth District Court of Appeal.</p> <p>CSDA joined CSAC, CASA, and League of Cities in a letter to the CA Supreme Court requesting review of the appellate decision.</p> <p>CSDA joined CSAC, CASA and League of Cities in an amicus brief to the Supreme Court of CA in support of Ramona Municipal Water District. Coalition brief filed on 3/1/18.</p> <p>CSDA joined CSAC and League of Cities in an amicus brief to the Third District Court of Appeal, filed 1/24/18.</p>	<p>Pending.</p> <p>Oral argument held on 3/5/19. Opinion anticipated no later than 6/5/19.</p>
<p><i>National Conference of Black Mayors (NCBM) v. Chico Community Publishing Inc., et al.</i></p> <p>- Third District Court of Appeal</p>	<p>California Public Records Act; Attorney's Fees</p>	<p>Does the CPRA allow for a fee award against an agency in a reverse-CPRA lawsuit? Should the plaintiff be permitted to recover attorney's fees through the Private Attorney General Statute?</p> <p>The trial court denied attorney's fees under both CPRA and the Private Attorney General Statute. (<i>Favorable</i>)</p>	<p>Opinion filed 7/25/18.</p> <p>Favorable decision for special districts that denied attorneys' fee award against public agency in reverse-CPRA case.</p> <p>Petition for review by CA Supreme Court and de-publication request both denied on 10/10/18.</p>	

Case Name and Venue	Subject Area	What's At Stake?	CSDA Action	Status
<p><i>City of Los Angeles v. Metropolitan Water District of Southern California</i></p> <p>- Second District Court of Appeal</p>	<p>California Public Records Act; Attorney's Fees</p>	<p>Does the CPRA allow for a fee award against an agency in a reverse-CPRA lawsuit? Should the plaintiff be permitted to recover attorney's fees through the Private Attorney General Statute?</p> <p>The trial court awarded the San Diego Union Tribune attorney's fees under the CPRA. It also awarded fees against LADWP under the Private Attorney General Statute, arguing that the newspaper "advanced significant factual and legal theories[.]" (<i>Unfavorable</i>)</p>	<p>CSDA will join the League of Cities in an amicus brief to the Second District Court of Appeal in support of LADWP.</p>	<p>Pending</p>
<p><i>Saavedra, et al. v. City of Glendale</i></p> <p>- Second District Court of Appeal</p>	<p>Proposition 26; Remedies</p>	<p>Is Proposition 26 retroactive in the sense that non-cost-of-service aspects of rates established by pre-2010 legislation must end as to rates made after 2010? This issue is pending in the California Supreme Court in <i>Citizens for Fair REU Rates v. City of Redding</i>, which was fully briefed in July 2015 and may be argued and decided before <i>Glendale</i>. However, <i>Glendale</i> involves a voter-approved charter amendment establishing a GFT, while <i>Redding</i> involves a budget practice of a general law city not adopted by ordinance. Thus, there may be issues remaining to be resolved in <i>Glendale</i> after <i>Redding</i> is decided.</p> <p>What is the appropriate remedy in a Proposition 218 or Proposition 26 rate case?</p> <p>Special districts in California impose fees for various services, and thus every rate-maker is interested in (1) the extent to which Proposition 26 is retroactive, and (2) the proper remedy for a Proposition 26 (or Proposition 218) violation.</p>	<p>Local governments filed an amicus brief to the Second District Court of Appeal in support of the City of Glendale. CSDA monitored litigation.</p>	<p>Opinion filed 12/28/18.</p> <p><i>Unfavorable decision for City, finding that a portion of 2013 rates exceeded reasonable costs of service, and the excess was a tax under definition enacted by Prop 26.</i></p>

Case Name and Venue	Subject Area	What's At Stake?	CSDA Action	Status
<p>Quigley v. Garden Valley Fire Protection District</p> <p>- Supreme Court of California</p>	<p>Government Immunity</p>	<p>When may a government entity claim governmental immunity during the litigation process?</p> <p>GVPD moved for nonsuit, claiming immunity under Government Code section 850.4, which provides that "neither a public entity, nor a public employee acting in the scope of his employment, is liable for any injury resulting from the condition of fire protection or firefighting equipment or facilities..." The trial court granted the motion.</p> <p>Plaintiff appealed, arguing in part that the trial court erred in granting nonsuit because Defendants waived their claim to statutory immunity and, in any event, the immunity did not apply. The Court of Appeal affirmed, holding that governmental immunity is jurisdictional and can be raised at any time. (<i>Favorable</i>)</p> <p>Plaintiff petitioned the Supreme Court of CA for review, and the Supreme Court granted review of the following issue: whether the governmental immunity set forth in Government Code section 850.4 may be raised for the first time at trial.</p>	<p>CSDA joined League of Cities, CAJPA, CSAC, and IMLA in an amicus brief to the Supreme Court of CA in support of Garden Valley Fire Protection District.</p>	<p><i>Pending</i></p> <p><i>Brief filed on 5/21/18.</i></p> <p><i>Oral argument before Supreme Court held on 5/7/19.</i></p>
<p>City of Oroville v. Superior Court</p> <p>- Supreme Court of California</p>	<p>Inverse Condemnation Liability</p>	<p>Should the City of Oroville be held liable for inverse condemnation for a sewage backup caused by the City, where the plaintiff failed to install a legally required backwater valve?</p> <p>The trial court granted a motion for a judicial determination of the City's liability for inverse condemnation. The City then filed a writ petition with the Court of Appeal, seeking reversal of the trial court's order. The Court of Appeal denied the petition. The court explained that, "[i]n order to absolve itself of liability, [the] City would have to prove 'that other forces alone produced the injury.'"</p> <p>(<i>Unfavorable</i>)</p> <p>The Supreme Court of CA granted review. CSDA will join an amicus brief supporting the City's argument that cities should not be held liable for inverse condemnation for a sewage backup where the plaintiff failed to install a legally required backwater valve.</p>	<p>CSDA joined League of Cities, CAJPA, and PERMA in an amicus brief to the Supreme Court of CA in support of the City of Oroville.</p>	<p><i>Pending</i></p> <p><i>Brief filed on 1/25/18.</i></p> <p><i>Oral argument scheduled to be held on 6/5/19.</i></p>

Case Name and Venue	Subject Area	What's At Stake?	CSDA Action	Status
<p>Los Angeles Times, et al. v. Southern California Regional Rail Assoc. (Metrolink)</p> <p>- Second District Court of Appeal</p>	<p>Brown Act</p>	<p>Under what circumstances is a governing body permitted to meet in closed session pursuant to the "security of essential public services" provision of the Brown Act? When is the governing body permitted to meet on an emergency basis?</p> <p>Petitioners seek to limit sharply the ability of agencies to act in an emergency and to resolve perceived threats to public security. They would limit the applicability and scope of the security exception, limit the ability of agencies to meet on an emergency basis without prior notice to the public, and all but eliminate in a practical sense the ability of agency boards to meet telephonically in an emergency. (<i>Favorable</i>)</p>	<p>CSDA joined CSAC and League of Cities in an amicus brief to the Second District Court of Appeal in support of Metrolink.</p>	<p><i>Pending</i></p> <p><i>Brief filed on 5/14/18.</i></p> <p><i>Oral argument held on 2/14/19.</i></p> <p><i>Submission vacated on 4/10/19 – court requested supplemental briefing on Gov. Code § 54956.5 and meaning of "prompt action" under statute.</i></p>
<p>Walker v. Marin Municipal Water District</p> <p>- First District Court of Appeal</p>	<p>Proposition 218</p>	<p>Are fee payers required to first exhaust administrative remedies before challenging the assessment of a property-related fee? If the Court finds that fee payers are not required to first exhaust administrative remedies before challenging the assessment of a property-related fee, the mandatory public hearing process under Proposition 218 will be rendered useless and will adversely impact every city's annual budget process. (<i>Unfavorable</i>)</p>	<p>CSDA joined ACWA, CASA, CSAC, and League of Cities in an amicus brief to the First District in support of Marin Municipal Water District.</p>	<p><i>Pending</i></p> <p><i>Brief filed on 5/11/18.</i></p> <p><i>Oral argument waived, pending decision by the CA Supreme Court in Plantier v. Ramona MWD.</i></p> <p><i>Opinion filed 3/26/19.</i></p> <p><i>Appeals court upheld trial court. (Plantier case will ultimately control outcome.)</i></p>

Case Name and Venue	Subject Area	What's At Stake?	CSDA Action	Status
<p>Glendale Coalition for Better Government v. City of Glendale</p> <p>-Second District Court of Appeal</p>	<p>Proposition 218; General and Special Taxes</p>	<p>1. May water rates be based, in part, on a water utility's costs to maintain the infrastructure required to provide water at sufficient volumes and pressure to fight fires, or is this a general government service that, under Prop. 218, must be funded by taxes even as to special district water providers with no power to tax?</p> <p>2. Is the City's record sufficient to support its tiered residential rates? Does the City's record meet the standard set by <i>Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano</i>, and is that case a correct statement of law? The record was developed with support from leading lawyers and ratemaking consultants. If these rates cannot be sustained, it seems to us that no tiered rates can be.</p>	<p>CSDA joined ACWA, CSAC, and League of Cities in an amicus brief to the Second District in support of Glendale.</p> <p>Brief filed on 7/6/2018.</p> <p>CSDA joined coalition letter in support of petition for review on 3/12/2019.</p>	<p>Opinion filed 12/27/18</p> <p>Mixed decision that held: fire protection fee does not violate Prop 218; the City failed to support its tiered rates for residential ratepayers was proportional to cost of base services.</p> <p>Petition for review denied on 3/13/19.</p>
<p>California School Boards Association v. State of California</p> <p>-Supreme Court of California</p>	<p>State Mandates</p>	<p>Whether the State can declare an existing revenue source as "offsetting revenue" for a state mandated service or program, after a mandate determination has been made finding that subvention is required for a mandated service or program?</p> <p>(1) Does the state violate article XIII B, section 6, of the California Constitution when it identifies general education funding it already provides to school districts and county offices of education as "offsetting revenue" for the purpose of reimbursing state mandates? (2) Does the state violate separation of powers principles when it allows general education funding or special education funding to be identified as offsetting revenues for state-mandated programs? (<i>Unfavorable</i>)</p>	<p>CSDA joined CSAC and the League of Cities in an amicus brief to the Supreme Court in support of CSBA.</p> <p>Brief filed on 10/3/18.</p>	<p>Pending</p>
<p>Wilde v. City of Dunsmuir</p> <p>- Supreme Court of California</p>	<p>Referendum – Prop 218</p>	<p>The Court of Appeal decision held that plaintiffs may use referenda to challenge local government fees. This reverses precedent that only by <i>initiative</i> may local government fees be reduced or repealed. (<i>Unfavorable</i>)</p>	<p>CSDA joined CASA, CSAC, and League of Cities in letter to the Supreme Court in support of a petition for review. Letter filed on 12/5/18.</p>	<p>Pending</p> <p>Petition for review granted on 1/30/19.</p> <p>CSDA will join local government coalition to file brief with CA Supreme Court in support of Dunsmuir.</p>

Case Name and Venue	Subject Area	What's At Stake?	CSDA Action	Status
<p><i>Kaanaana v. Barrett Business Services, inc.</i></p> <p>- Supreme Court of California</p>	<p>Public Works; Prevailing Wage</p>	<p>What is a "public work" requiring the payment of prevailing wage to employees?</p> <p>The employees in this case were contracted from a private company to sort recyclables at recycling facilities owned by a sanitation district.</p> <p>The unfavorable decision from the Second District Court of Appeal held that the work done for this district is "public work" thereby subject to payment of state prevailing wages.</p>	<p>CSDA joined CASA, CSAC, League of Cities and L.A. County Sanitation District #2 in two separate letters to the Supreme Court filed on 1/29/19.</p> <p>One letter requests de-publication of the opinion from the Court of Appeal, and the second letter urges the court grant the petition for review.</p>	<p>Pending</p> <p>Petition for review by CA Supreme Court was granted on 2/27/19.</p>
<p><i>National Lawyers Guild v. City of Hayward</i></p> <p>- Supreme Court of California</p>	<p>California Public Records Act</p>	<p>Does the CPRA permit a public agency to shift the cost of redacting exempt information from electronic records to the party making the request for the records although the cost of redaction cannot be required for paper records?</p> <p>The favorable decision from the First District Court of Appeal held that the City may shift the actual expenditures to the requesting party under Gov. Code 6253.9(b)(2).</p>	<p>CSDA intends to join a local government coalition brief to the CA Supreme Court.</p>	<p>Pending</p>
<p><i>Protect Our Water and Environmental Resources v. Stanislaus County</i></p> <p>- Supreme Court of California</p>	<p>CEQA</p>	<p>The question presented in this case is whether issuance of groundwater well construction permits pursuant to a local permitting ordinance is a discretionary, as opposed to ministerial, action that triggers environmental review in compliance with the California Environmental Quality Act (CEQA).</p> <p>The unfavorable decision from the Fifth District Court of Appeal held that the permitting in question involved the county's exercise of discretion, thereby requiring CEQA review.</p>	<p>CSDA joined a brief led by ACWA, drafted by attorneys at Herum Crabtree and Suntag. Brief filed 4/30/19.</p>	<p>Pending</p>

AGENDA ITEM 5.A.2.

June 4, 2019 Special Meeting Minutes

Attachment 2-C

CSDA Legislative Items of Interest

DRAFT

AB 9

(Reyes D) Employment discrimination: limitation of actions.

Introduced: 12/3/2018

Last Amend: 3/21/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 13. Noes 2.) (May 16).

Location: 4/3/2019-A. APPR. SUSPENSE FILE

Summary: The California Fair Employment and Housing Act makes specified employment and housing practices unlawful, including discrimination against or harassment of employees and tenants, among others. Current law authorizes a person claiming to be aggrieved by an alleged unlawful practice to file a complaint with the Department of Fair Employment and Housing within one year from the date upon which the unlawful practice occurred, unless otherwise specified. This bill would extend the above-described period to 3 years for complaints alleging employment discrimination, as specified.

Position	Assigned	Subject Area
Oppose unless Amended 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Similar to AB 1870 that was vetoed by the Governor in 2018, this bill extends the statute of limitations for filing a Fair Employment and Housing Act (FEHA) claim with an employer from one to three years.

From the Governor's veto message of AB 1870: "Employees who have experienced harassment or discrimination in the workplace should have every opportunity to have their complaints investigated. I believe, however, that the current filing deadline--which has been in place since 1963--not only encourages prompt resolution while memories and evidence are fresh, but also ensures that unwelcome behavior is promptly reported and halted." (*updated 5.15.19*)

AB 11

(Chiu D) Community Redevelopment Law of 2019.

Introduced: 12/3/2018

Last Amend: 4/11/2019

Status: 4/25/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 2.) (April 24). Re-referred to Com. on APPR.

Location: 4/25/2019-A. APPR.

Summary: Current law dissolved redevelopment agencies as of February 1, 2012, and designates successor agencies to act as successor entities to the dissolved redevelopment agencies. This bill, the Community Redevelopment Law of 2019, would authorize a city or county, or two or more cities acting jointly, to propose the formation of an affordable housing and infrastructure agency by adoption of a resolution of intention that meets specified requirements, including that the resolution of intention include a passthrough provision and an override passthrough provision, as defined.

Position	Assigned	Subject Area
Neutral	ATannehill	Revenue

Memo

CSDA SUMMARY: The Community Redevelopment Law of 2019, would authorize a city or county to propose the formation of an affordable housing and infrastructure agency by adoption of a resolution, notification of the affected agencies and a public hearing. It requires 30% of monies raised by tax increment financing of affected entities to be set aside for affordable housing. Strategic Growth Council (SGC) would have to approve any new entities, after meeting certain requirements. It contemplates a "pass-through" for the return of any monies contributed by special districts or counties. It relies on Prop 98 back fill to make schools whole.

In 2018, a nearly identical measure, AB 3037 stalled in Assembly Appropriations after taking amendments in Assembly Local Government Committee on 4.25.18 which attempted to address concerns raised by local governments and labor regarding the mechanics and calculation of the pass-through among other technical details. CSDA and its local government and labor partners were in the process of offering more amendments to clean up the measure on the same points when it stalled. CSDA and its partners held an oppose-unless amended at that point.

AB 11 was amended on April 11, 2019 to address the remaining concerns that CSDA and its local government partners had regarding the technicalities of timely, accurate pass-through payments. (*updated 4.23.19*)

AB 35

(Kalra D) Worker safety: blood lead levels: reporting.

Introduced: 12/3/2018

Last Amend: 3/21/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would require the State Department of Public Health to consider a report from a laboratory of an employee's blood lead level at or above 20 micrograms per deciliter to be injurious to the health of the employee and to report that case within 5 business days of receiving the report to the Division of Occupational Safety and Health. The bill would further provide that the above-described report would constitute a serious violation and subject the employer or place of employment to an investigation, as provided, by the division, and would require the division to make any citations or fines imposed as a result of the investigation publicly available on an annual basis.

Position
Oppose 3

Assigned
DGibbons

Subject Area
Health and
Safety

Memo

CSDA SUMMARY: Similar to AB 2963 (Kalra) from last year which was vetoed by the Governor, the author's office has indicated they intend to significantly amend the bill and called it a "work in progress." as currently drafted the bill requires the California Department of Public Health (CDPH) to report to the California Division of Occupational Safety and Health (Cal/OSHA) any instance where a worker's blood lead level is at or above 20 micrograms per deciliter. The bill also requires any citations and fines imposed by Cal/OSHA following completed investigations to be made publicly available on an annual basis per existing California law. (updated 5.15.19)

AB 41

(Gallagher R) Disaster relief: Camp Fire.

Introduced: 12/3/2018

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: The California Disaster Assistance Act provides that the state share for disaster project allocations to local agencies is no more than 75% of total state eligible costs, except for specified events for which the state share is up to 100% of state eligible costs.This bill would provide that the state share is up to 100% of total state eligible costs connected with the Camp Fire that started on November 8, 2018, in the County of Butte.

Position
Support 3

Assigned
ATannehill,
Mustafa

Subject Area
Revenue

Memo

CSDA SUMMARY: This bill would provide that the state's cost share is 100% of total state eligible costs for disaster project allocations to local agencies (for example; the net remainder after federal monies) that are connected with the Camp Fire that started on November 8, 2018, in the County of Butte. Current law generally provides for 75% of those costs. It takes effect immediately.

(updated 5.15.19)

AB 51

(Gonzalez D) Employment discrimination: enforcement.

Introduced: 12/3/2018

Last Amend: 3/26/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would prohibit a person from requiring any applicant for employment or any employee to waive any right, forum, or procedure for a violation of any provision of the California Fair Employment and Housing Act (FEHA) or other specific statutes governing employment as a condition of employment, continued employment, or the receipt of any employment-related benefit. The bill would also prohibit an employer from threatening, retaliating or discriminating against, or terminating any applicant for employment or any employee because of the refusal to consent to the waiver of any right, forum, or procedure for a violation of specific statutes governing employment.

Position
Oppose 3

Assigned
DGibbons

Subject Area
Human
Resources
and
Personnel

Memo

CSDA SUMMARY: Similar to AB 3080 (Gonzalez, 2018), which CSDA opposed in a coalition with the California Chamber of Commerce, this bill prohibits an employer from requiring any applicant for employment or prospective employment, or any employee, to waive any right, forum, or procedure for a violation of any provision of the California Fair Employment and Housing Act or the Labor Code, as a condition of employment, continued employment, or the receipt of any employment-related benefit (agree to arbitration). (updated 5.15.19)

AB 56

(Garcia, Eduardo D) Electricity: procurement by the California Alternative Energy and Advanced

Transportation Financing Authority.

Introduced: 12/3/2018

Last Amend: 4/30/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would authorize the Public Utilities Commission, if it makes certain findings, to authorize the California Alternative Energy and Advanced Transportation Financing Authority to undertake procurement of electricity to meet the state’s climate, clean energy, and reliability goals that are not satisfied by load-serving entities. The bill would authorize the authority to undertake procurement consistent with specified objectives and to manage the resale of electricity for its contracted resources. The bill would provide for the reduction in procurement compliance obligations for load-serving entities for the electricity procured by the authority.

Position	Assigned	Subject Area
Neutral	RGervase	Energy and Emissions

Memo

CSDA SUMMARY: AB 56 allows the California Public Utilities Commission (CPUC) and the California Energy Commission (CEC) to establish the California Clean Electricity Authority (Authority). The Authority will procure resources with the intent of assisting with the timely achievement of the state’s clean energy goals and addressing shortfalls identified in the integrated resource planning of load serving entities (LSEs) and publicly owned utilities (POUs), among other objectives.

This bill presents significant local governance issues and is in direct conflict with the public power business model. This bill could strip decisions from locally-elected boards and transfer them to a centralized authority (and the CEC, who would approve the procurement plans). This hinders the flexibility and accountability of POU board's, both paramount to sound decision making.

The bill has since been amended to exclude local publicly owned utilities. *(updated 5.1.19)*

AB 68

(Ting D) Land use: accessory dwelling units.

Introduced: 12/3/2018

Last Amend: 4/3/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: The Planning and Zoning Law authorizes a local agency to provide, by ordinance, for the creation of accessory dwelling units in single-family and multifamily residential zones and sets forth required ordinance standards, including, among others, lot coverage. This bill would delete the provision authorizing the imposition of standards on lot coverage and would prohibit an ordinance from imposing requirements on minimum lot size.

Position	Assigned	Subject Area
Oppose unless Amended 3	RGervase	Public Works and Facilities

Memo

CSDA SUMMARY: Establishes restrictions on what limitations local agencies can place in an ordinance on Accessory Dwelling Units (ADUs), including limitations on minimum lot size, lot coverage, and floor area ratio. Requires local agencies to ministerially approve permits for new ADUs within 60 days instead of 120 days. Prohibits capacity and connection fees on ADUs or junior ADUs that are substantially within the existing space of a single-family dwelling or accessory structure, including reconstruction of an existing space with substantially the same physical dimensions as the existing accessory structure. This bill is substantially similar to AB 2890 (2018, Ting), which died in Senate Appropriations. CSDA removed opposition to AB 2890 after amendments were taken to remove language banning developer impact fees on ADUs.

AB 68 contained language that prohibits capacity and connection fees on ADUs or junior ADUs that are "substantially" within the existing space of a single-family dwelling or accessory structure, including, but not limited to, reconstruction of an existing space with "substantially" the same physical dimensions as the existing accessory structure. This was an expansion of the exemption previously established in 2016 under SB 1069 (Wieckowski).

The author has accepted amendments that limit the fee prohibition to expansions no greater than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure must also be limited to accommodating ingress and egress, e.g. staircases. The author has agreed to accept further technical amendments to conform AB 68 to existing statute.

(updated 5.15.19)

AB 170 (Gonzalez D) Employment: sexual harassment: liability.

Introduced: 1/8/2019

Last Amend: 4/1/2019

Status: 5/1/2019-Referred to Coms. on L., P.E. & R. and JUD.

Location: 5/1/2019-S. L., P.E. & R.

Summary: Would require a client employer to share with a labor contractor all civil legal responsibility and civil liability for harassment for all workers supplied by that labor contractor. The bill would define the terms "client employer" and "labor contractor" for purposes of these provisions.

Position
Neutral

Assigned
DGibbons

Subject Area
Human
Resources
and
Personnel

Memo

CSDA SUMMARY: As amended, this sexual harassment liability bill no longer applies to public agencies (updated 4.17.19)

AB 171 (Gonzalez D) Employment: sexual harassment.

Introduced: 1/8/2019

Last Amend: 5/16/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law prohibits an employer from discharging or in any manner discriminating or retaliating against an employee who is a victim of domestic violence, sexual assault, or stalking for taking time off work to obtain specified relief or because of the employee's status as a victim of domestic violence, sexual assault, or stalking, if the victim provides notice to the employer of the status or the employer has actual knowledge of the status. Current law authorizes an employee to file a complaint with the Division of Labor Standards Enforcement for a violation of these prohibitions within one year from the date of occurrence of the violation. Current law makes it a misdemeanor for an employer to refuse to rehire, promote, or restore an employee who has been determined to be so eligible by a grievance procedure or legal hearing. This bill would expand the scope of these provisions by defining "employer" for purposes of these provisions to mean any person employing another under any appointment or contract of hire and to include the state, political subdivisions of the state, and municipalities.

Position
Oppose 3

Assigned
DGibbons

Subject Area
Human
Resources
and
Personnel

Memo

CSDA SUMMARY: This bill was a portion of AB 3081 (Gonzalez, 2018), which CSDA opposed. This bill would establish a rebuttable presumption, that if within 90 days of filing a sexual harassment claim, that an employee is fired, demoted, suspends, or in any other way discriminates against an employee, that the actions taken by the employer were in retaliation of the claim and would be subject to litigation. (updated 5.15.19)

AB 209 (Limón D) Parks: environmental education: grant program.

Introduced: 1/14/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would require the Director of Parks and Recreation to establish the Outdoor Equity Grants Program, to increase the ability of underserved and at-risk populations to participate in outdoor environmental educational experiences at state parks and other public lands where outdoor environmental education programs take place. The bill would require the director to, among other things, give priority for funding to outdoor environmental education programs that primarily provide outreach to and serve students who are eligible for free or reduced-price meals, foster youth, or pupils of limited English proficiency, as provided.

Position
Support 3

Assigned
ATannehill

Subject Area
Revenue

Memo

CSDA SUMMARY: This bill seeks to increase under-served and at-risk populations access to outdoor environmental educational experiences at state parks and other public lands. To do so, it establishes the California Outdoor Equity Account in the State Parks and Recreation Fund and would accept both state and private funds. (updated 5.15.19)

AB 217 (Garcia, Eduardo D) Safe Drinking Water for All Act.

Introduced: 1/16/2019

Last Amend: 5/1/2019

Status: 5/16/2019-Action From APPR. SUSPENSE FILE: Do pass as amended.

Location: 5/16/2019-A. APPR. SUSPENSE FILE

Summary: Would enact the Safe Drinking Water for All Act and would establish the Safe and Affordable Drinking Water Fund in the State Treasury and would provide that moneys in the fund are continuously appropriated to the State Water Resources Control Board to provide a source of funding to secure access to safe drinking water for all Californians, while also ensuring the long-term sustainability of drinking water service and infrastructure. The bill would authorize the board to provide for the deposit into the fund of federal contributions, voluntary contributions, gifts, grants, bequests, and settlements from parties responsible for contamination of drinking water supplies, and to contribute funding available from other sources related to water quality.

Position	Assigned	Subject Area
Oppose unless Amended 3	RGervase	Revenue

Memo

CSDA SUMMARY: AB 217 creates a Safe and Affordable Drinking Water Fund that will fund projects to secure access to safe drinking water for all Californians. At this time, the bill specifies that fees on dairy and fertilizer production will fund the Fund. AB 217 was additionally amended in Assembly Environmental Safety and Toxic Materials Committee to include a \$0.50 per service connection per month on all public water systems. Requires a public water system seeking to recover costs of the system charge from its ratepayers to incorporate costs into its water rates. Prohibits a public water system from imposing a per connection fee. Allows a public water system to use other resources to pay the system charge.

The bill would require the Legislative Analyst to report to the Legislature and the board if the Legislative Analyst determines, on or before January 1, 2023, that at least 3,000,000,000 has been made available in an interest bearing account in the State Treasury with a goal of at least \$100,000,000 in interest revenues per year available for the purposes of the Safe and Affordable Drinking Water Fund. The bill would make this reporting requirement and the requirement for the board to adopt fees inoperative upon the Legislative Analyst submitting the report, and would repeal them as of January 1, of the year following that determination.

CSDA previously opposed SB 623 (Monning, 2017) which would have established a monthly surcharge on user water bills to fund safe and affordable drinking water projects. SB 623 died on the Assembly Floor. (updated 5.15.19)

AB 220 (Bonta D) Political Reform Act of 1974: campaign funds: childcare costs.

Introduced: 1/16/2019

Last Amend: 4/24/2019

Status: 5/2/2019-Read second time. Ordered to third reading.

Location: 5/2/2019-A. THIRD READING

Summary: The Political Reform Act of 1974 provides for the comprehensive regulation of campaign financing, including the use of campaign funds for specific expenditures. The act prohibits the use of campaign funds to pay for professional services not directly related to a political, legislative, or governmental purpose. This bill would authorize the use of campaign funds to pay for childcare expenses resulting from a candidate or officeholder engaging in campaign activities or performing official duties, as specified.

Position	Assigned	Subject Area
Support 3	DGibbons	Governance

Memo

CSDA SUMMARY: This bill is trying to eliminate an impediment for people considering running for office by allowing campaign funds to be used to cover the costs of childcare in order to allow more parents to run for office. (updated 5.15.19)

AB 225 (Brough R) Political Reform Act of 1974: campaign funds: childcare costs.

Introduced: 1/16/2019

Status: 2/4/2019-Referred to Com. on E. & R.

Location: 2/4/2019-A. E. & R.

Summary: The Political Reform Act of 1974 provides for the comprehensive regulation of campaign financing, including the use of campaign funds for specific expenditures. This bill would provide that campaign funds may be used to pay for child care provided for a candidate's dependent child if the costs are incurred as a direct result of campaign activity.

Position	Assigned	Subject Area
Support 3	DGibbons	Governance

Memo

CSDA SUMMARY: This bill is trying to eliminate an impediment for people considering running for office by allowing campaign funds to be used to cover the costs of childcare in order to allow more parents to run for office. (updated 2.14.19)

AB 247

(Dahle R) Disaster relief: Carr and Klamathon fires.

Introduced: 1/22/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: The California Disaster Assistance Act provides that the state share for disaster project allocations to local agencies is no more than 75% of total state eligible costs, except for specified events for which the state share is up to 100% of state eligible costs.This bill would provide that the state share is up to 100% of total state eligible costs connected with the Klamathon fire that started on July 5, 2018, in the County of Siskiyou, and the Carr fire that started on July 23, 2018, in the County of Shasta.

Position	Assigned	Subject Area
Support 3	ATannehill	Revenue

Memo

CSDA SUMMARY:This bill would provide that the state's cost share is 100% of total state eligible costs for disaster project allocations to local agencies (for example; the net remainder after federal monies) that are connected with the Klamathon and Carr Fires that started 2018, in the Counties of Shasta and Siskiyou. It takes effect immediately. Current law generally provides for 75% of those costs.

(updated 5.15.19)

AB 255

(Limón D) Coastal resources: oil spills: grants.

Introduced: 1/23/2019

Status: 4/24/2019-Referred to Com. on N.R. & W.

Location: 4/24/2019-S. N.R. & W.

Summary: The Lempert-Keene-Seastrand Oil Spill Prevention and Response Act authorizes the administrator for oil spill response to offer grants to a local government with jurisdiction over or directly adjacent to waters of the state to provide oil spill response equipment to be deployed by a certified local spill response manager, as provided.This bill would provide that Native American tribes and other public entities are also eligible to receive those grants.

Position	Assigned	Subject Area
Support 3	ATannehill	Revenue

Memo

CSDA SUMMARY: Current law allows for grants to a local government for oil spill response equipment to be deployed by a certified local spill response manager, as provided. Special Districts have already benefited from these grants. While other local agencies, including tribal agencies have already successfully applied for these grants, this bill would codify and clarify that Native American tribes and "other public entities" are also eligible to receive those grants.

(updated 5.15.19)

AB 292

(Quirk D) Recycled water: raw water and groundwater augmentation.

Introduced: 1/28/2019

Last Amend: 3/6/2019

Status: 5/16/2019-Referred to Coms. on EQ. and N.R. & W.

Location: 5/16/2019-S. E.Q.

Summary: Current law requires the State Water Resources Control Board, on or before December 31, 2023, to adopt uniform water recycling criteria for direct potable reuse through raw water augmentation, as specified. Current law defines "direct potable reuse" and "indirect potable reuse for groundwater recharge" for these purposes. This bill would eliminate the definition of "direct potable reuse" and instead would substitute the term "groundwater augmentation" for "indirect potable reuse for groundwater recharge" in these definitions. The bill would revise the definition of "treated drinking water augmentation."

Position	Assigned	Subject Area
Support 3	RGervase	Water, Wastewater, and Conservation

Memo

CSDA SUMMARY: Updates the definition of potable reuse of recycled water by including raw water augmentation, treated drinking water augmentation, groundwater augmentation, or

reservoir water augmentation within the definition of recycled water and deletes direct and indirect potable reuse. California is a world leader in potable reuse, using highly purified recycled water for drinking water purposes. Potable reuse is currently used for groundwater recharge of drinking water supplies in many places in California and it will soon be used to augment surface water reservoirs that store drinking water supplies. AB 292 will update and simplify the definition of potable reuse thereby facilitating communication with ratepayers, stakeholders and the public. (updated 5.15.19)

AB 314 (Bonta D) Public employment: labor relations: release time.

Introduced: 1/30/2019

Last Amend: 4/22/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law, including the Meyers-Milias-Brown Act, the Ralph C. Dills Act, the Trial Court Employment Protection and Governance Act, the Trial Court Interpreter Employment and Labor Relations Act, Judicial Council Employer-Employee Relations Act, and the Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act, as well as provisions commonly referred to as the Educational Employment Relations Act and the Higher Education Employer-Employee Relations Act, regulates the labor relations of the state, the courts, and specified local public agencies and their employees. These acts generally require the public entities in this context to grant employee representatives of recognized employee organizations reasonable time off without loss of compensation or benefits for certain purposes in connection with labor relations, commonly referred to as release time. This bill would prescribe requirements relating to release time that would apply to all of the public employers and employees subject to the acts described above and would generally repeal the provisions relating to release time in those acts.

Position	Assigned	Subject Area
Oppose unless Amended 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Similar to AB 2154 (Bonta, 2018), which CSDA opposed, this bill circumvents the MOU process at the local level by providing employee union representatives with paid release time to investigate potential or existing grievances, attend employee orientations, and testify before the governing body of the local agency, as well as preparation time for those activities. (updated 5.15.19)

Suggested Amendment: remove the provisions of the bill related to leave for employee orientations.

AB 316 (Ramos D) Medi-Cal: benefits: beneficiaries with special dental care needs.

Introduced: 1/30/2019

Last Amend: 4/4/2019

Status: 5/16/2019-In committee: Held under submission.

Location: 5/1/2019-A. APPR. SUSPENSE FILE

Summary: Would require the State Department of Health Care Services to implement a special needs treatment and management benefit that would be provided for 4 visits in a 12-month period for a Medi-Cal dental program beneficiary with special dental care needs, as defined. The bill would require a Medi-Cal dental program provider to document specified information, including the need for additional time to treat a Medi-Cal dental program beneficiary with special dental care needs, for purposes of reimbursement.

Position	Assigned	Subject Area
Support 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: This bill increases the Medi-cal reimbursement rate for doctors treating Medi-Cal beneficiary with special dental care needs. This payment is an adjustment to cover the extra time needed to render dental services to a Medi-Cal beneficiary with special dental care needs. (updated 5.15.19)

AB 320 (Quirk D) Pest control: mosquito abatement.

Introduced: 1/30/2019

Last Amend: 5/16/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would create the California Mosquito Surveillance and Research Program, to be

administered by the University of California, and would require the University to maintain an interactive internet website for management and dissemination of data on mosquito-borne virus and surveillance control and coordinate with the department, among other functions, to the extent the program receives federal, state, or private funding for those purposes. The bill would make related findings and declarations.

Position	Assigned	Subject Area
Support 3	DGibbons	Health and Safety

Memo

CSDA SUMMARY: Sponsored by the Mosquito and Vector Control Association of California, this bill creates the California Mosquito Surveillance and Research Program, to be administered by the University of California. *(updated 2.19.19)*

AB 329

(Rodriguez D) Hospitals: assaults and batteries.

Introduced: 1/31/2019

Last Amend: 4/8/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would make an assault committed on the property of a public or private hospital punishable by imprisonment in a county jail not exceeding one year, by a fine not exceeding \$2,000, or by both that fine and imprisonment. By expanding the scope of a crime, this bill would impose a state-mandated local program.

Position	Assigned	Subject Area
Support 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Creates a penalty enhancement for assaults that take place on public or private hospital property, similar to the enhancements for assaults on park and school property. *(updated 5.15.19)*

AB 333

(Eggman D) Whistleblower protection: county patients' rights advocates.

Introduced: 1/31/2019

Last Amend: 5/17/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law prohibits an employer, as defined, or any person acting on behalf of the employer, as defined, from, among other things, preventing an employee from, or retaliating against an employee for, providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of a law, regardless of whether disclosing the information is part of the employee's job duties. A violation of these provisions is a crime. This bill would extend the protections afforded to employees under these provisions to county patients' rights advocates appointed or under contract to provide services relating to mental health advocacy.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: This bill is similar to AB 2317 (Eggman, 2018), which CSDA opposed, that extends whistleblower protections afforded to employees to independent contractors and contracted entities working for state and local government who are tasked with receiving and investigating complaints from, facilities, services, and programs operated by state and local government. *(updated 2.15.19)*

AB 394

(Oberholte R) California Environmental Quality Act: exemption: egress route project or activity: fire safety.

Introduced: 2/6/2019

Last Amend: 4/2/2019

Status: 5/1/2019-Referred to Coms. on EQ. and N.R. & W.

Location: 5/1/2019-S. E.Q.

Summary: Would, until January 1, 2025, exempt from CEQA egress route projects or activities undertaken by a public agency that are specifically recommended by the State Board of Forestry and Fire Protection that improve the fire safety of an existing subdivision if certain conditions are met. The bill would require the lead agency to hold a noticed public meeting to hear and respond to public comments before determining that a project or activity is exempt. The bill would require the lead

agency to file a notice of exemption with the Office of Planning and Research and with the clerk of the county in which the project or activity will be located.

Position	Assigned	Subject Area
Support 3	RGervase	Environment

Memo

CSDA SUMMARY: AB 394 would exempt from CEQA projects that the lead agency determines that the primary purpose of the project is fire safety egress. AB 394 would require the lead agency to hold a noticed public meeting to hear and respond to public comments before determining that a project or activity is exempt. The bill would require the lead agency to file a notice of exemption with the Office of Planning and Research and with the clerk of the county in which the project or activity will be located. (updated 5.15.19)

AB 403 (Kalra D) Division of Labor Standards Enforcement: complaint.

Introduced: 2/6/2019

Last Amend: 5/16/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law authorizes a person who believes they have been discharged or otherwise discriminated against in violation of any law under the jurisdiction of the Labor Commissioner to file a complaint with the Division of Labor Standards Enforcement within 6 months after the occurrence of the violation. This bill would extend the period to file a complaint to within 2 years after the occurrence of the violation, except that violations of certain provisions may be filed within one year. This bill contains other related provisions and other current laws.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Extends the statute of limitations for an employee to file a discrimination or wrongful termination suite with the Division of Labor Standards Enforcement from six months to three years. (updated 2.15.19)

AB 405 (Rubio, Blanca D) Sales and use taxes: exemption: water treatment.

Introduced: 2/7/2019

Last Amend: 4/25/2019

Status: 5/16/2019-Joint Rule 62(a), file notice suspended. In committee: Held under submission.

Location: 5/15/2019-A. APPR. SUSPENSE FILE

Summary: Would, on and after January 1, 2020, and before January 1, 2025, exempt from that Sales and Use Tax the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, chemicals used by a city, county, public utility, and sanitation district to treat water, recycled water, or wastewater regardless of whether those chemicals or other agents become a component part thereof and regardless of whether the treatment takes place before or after the delivery to consumers.

Position	Assigned	Subject Area
Support 3	RGervase	Water, Wastewater, and Conservation

Memo

CSDA SUMMARY: AB 405 provides, until January 1, 2025, a sales and use tax (SUT) exemption for chemicals and other agents used by a city, county, public utility or sanitation district to treat water, recycled water or wastewater. This SUT exemption is available regardless of whether those chemicals or agents become a component of water and whether the treatment takes place before or after delivery to consumers. (updated 5.15.19)

AB 411 (Stone, Mark D) Redevelopment: City of Santa Cruz: bond proceeds: affordable housing.

Introduced: 2/7/2019

Last Amend: 3/27/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law requires any successor agency that has been issued a finding of completion to use bond proceeds derived from bonds issued on or after January 1, 2011, in excess of the amounts needed to satisfy approved enforceable obligations, in a manner consistent with the original bond covenants, subject to certain requirements, including a requirement that no more than 5% of the

proceeds derived from the bonds be expended, unless the successor agency has an approved Last and Final Recognized Obligation Payment Schedule, in which case the agency is authorized to expend no more than 20% of the proceeds derived from the bonds, subject to specified adjustments. Current law requires remaining bond proceeds that cannot be spent pursuant to those requirements to be used at the earliest possible date to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation. This bill, notwithstanding the requirement that the remaining bond proceeds be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation, would authorize the City of Santa Cruz to use the remaining bond proceeds for the purposes of increasing, improving, and preserving affordable housing, as defined, and facilities for homeless persons, so long as those proceeds are used in a manner consistent with any original bond covenant.

Position	Assigned	Subject Area
Watch	ATannehill	Revenue

Memo

CSDA SUMMARY: Current law provides the methodology for Redevelopment Agency (RDA) successor agencies to use any remaining bond proceeds to defease (set aside enough assets to satisfy the obligation and then cancel the bond) or to purchase outstanding bonds on the open market for cancellation. This measure would instead allow the City of Santa Cruz to use the remaining bond proceeds for the purposes of increasing, improving, and preserving affordable housing or homelessness. This would require re-amortizing the debt. Recent amendments somewhat narrow how the proceeds may be spent.
(updated 05.16.19)

AB 418

(Kalra D) Evidentiary privileges: union agent-represented worker privilege.

Introduced: 2/7/2019

Status: 5/1/2019-Referred to Com. on JUD.

Location: 5/1/2019-S. JUD.

Summary: Would establish a privilege between a union agent, as defined, and a represented employee or represented former employee to refuse to disclose any confidential communication between the employee or former employee and the union agent made while the union agent was acting in the union agent's representative capacity, except as specified. The bill would permit a represented employee or represented former employee to prevent another person from disclosing a privileged communication, except as specified.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: This expands the current evidentiary privilege against disclosure of communications to also include union agent-represented worker communications. The evidentiary privilege is by design narrow in scope to protect the confidentiality and integrity of relationships, both professional and familiar in nature, where highly sensitive and deeply personal information is exchanged. Examples include spousal privilege, confidential marital communications privilege, physician-patient privilege, psychotherapist-patient privilege, clergyman-penitent privilege, sexual assault counselor-victim privilege, domestic violence counselor-victim privilege, and human trafficking caseworker-victim privilege as well as attorney-client privilege.

This bill is almost identical to AB 729 (Hernandez, 2014), which was vetoed by the Governor with the following veto message: "I am returning Assembly Bill 729 without my signature. This bill would establish an evidentiary privilege to prohibit the disclosure of confidential communications between represented employees and their union agents. I don't believe it is appropriate to put communications with a union agent on equal footing with communications with one's spouse, priest, physician or attorney." (updated 2.15.19)

AB 457

(Quirk D) Occupational safety and health: lead: permissible exposure levels.

Introduced: 2/11/2019

Last Amend: 5/13/2019

Status: 5/13/2019-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on L., P.E. & R.

Location: 5/8/2019-S. L., P.E. & R.

Summary: Current law requires the Division of Occupational Safety and Health in the Department of Industrial Relations, known as Cal-OSHA, to propose to the board for its review and adoption, a standard that protects the health and safety of employees who engage in lead-related construction work and meets all requirements imposed by the federal Occupational Safety and Health Administration. Existing regulations promulgated by the division require an employer to ensure that an employee is not exposed to lead at concentrations greater than 50 micrograms per cubic meter of air averaged over an 8-hour period. This bill would require Cal-OSHA to conduct rulemaking, in conjunction

with the standards board, as specified, to complete the rulemaking and adopt the lead standards in the regulations described above no later than February 1, 2020.

Position	Assigned	Subject Area
Oppose unless Amended 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Cal-Osha is currently going through the regulatory process of updating employee lead level regulations. This bill sets a deadline for completion of that deadline for February 1, 2020. (updated 5.15.19)

AB 508

(Chu D) Drinking water: consolidation and extension of service: domestic wells.

Introduced: 2/13/2019

Last Amend: 5/6/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: The California Safe Drinking Water Act requires the State Water Resources Control Board, before ordering consolidation or extension of service, to, among other things, make a finding that consolidation of the receiving water system and subsumed water system or extension of service to the subsumed water system is appropriate and technically and economically feasible. This bill would modify the provision that authorizes consolidation or extension of service if a disadvantaged community is reliant on a domestic well described above to instead authorize consolidation or extension of service if a disadvantaged community, in whole or in part, is reliant on domestic wells that consistently fail to provide an adequate supply of safe drinking water.

Position	Assigned	Subject Area
Concerns	RGervase	Water, Wastewater, and Conservation

Memo

CSDA SUMMARY: Makes a number of changes to the State Water Resources Control Board's (Water Board) authority to order the consolidation of certain drinking water systems. Establishes the deadline of July 1, 2020, for the existing law provision that requires the State Water Board to develop and adopt a policy for members of a disadvantaged community to petition the Water Board to consider ordering a consolidation. Requires the State Water Board to inform the owner of a dwelling unit and, if different, the owner of a domestic well, if the dwelling unit is reliant on a domestic well within a service area that does not provide an adequate supply of safe drinking water. Deletes the requirement that the Water Board obtain a domestic well owner's consent prior to ordering a consolidation or extension of service. Requires, if the owner of the dwelling unit or, if applicable, the domestic well does not provide written consent for consolidation or extension of service to serve the dwelling unit, that the owner of the dwelling unit or domestic well shall be ineligible, until the owner provides written consent, for any future water-related grant funding from the state other than funding to mitigate a well failure, disaster or other emergency. Requires the State Water Board to consider how many owners of dwelling units served by domestic wells in the service area have provided, or are likely to provide, written consent to extension of service when determining if a consolidation is feasible, as specified.Requires the State Water Board to pay a capacity connection fee to the receiving water system only to the extent it does not exceed the reasonable cost of providing the service. (updated 5.15.19)

AB 533

(Holden D) Income taxes: exclusion: turf removal water conservation program.

Introduced: 2/13/2019

Last Amend: 4/4/2019

Status: 5/16/2019-In committee: Hearing postponed by committee.

Location: 5/1/2019-A. APPR. SUSPENSE FILE

Summary: Current law, for taxable years beginning on or after January 1, 2014, and before January 1, 2019, excludes from gross income under both laws any amount received as a rebate, voucher, or other financial incentive issued by a local water agency or supplier for participation in a turf removal water conservation program. Current law limits the collection and use of taxpayer information and provides that any unauthorized use of this information is punishable as a misdemeanor. This bill would extend the operative date of the provisions excluding from gross income specified amounts received in a turf removal water conservation program to taxable years beginning before January 1, 2024.

Position	Assigned	Subject Area
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Memo

CSDA SUMMARY: AB 533 extends the sunset date for a gross income exclusion for amounts received from a local water agency or supplier as part of a turf removal water conservation program. Currently, financial incentives on energy conservations are tax-exempt. This brings greater parity to incite participation and public support for programs that fundamentally change long-standing water-use practices. *(updated 5.15.19)*

AB 555 (Gonzalez D) Paid sick leave.

Introduced: 2/13/2019

Last Amend: 4/29/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would modify a employer’s alternate sick leave accrual method to require that an employee have no less than 40 hours of accrued sick leave or paid time off by the 200th calendar day of employment or each calendar year, or in each 12-month period. The bill would modify that satisfaction provision to authorize an employer to satisfy accrual requirements by providing not less than 40 hours or 5 days of paid sick leave that is available to the employee to use by the completion of the employee’s 200th calendar day of employment. The bill would also provide that an employer is under no obligation to allow an employee’s total accrual of paid sick leave to exceed 80 hours or 10 days, as specified.

Position	Assigned	Subject Area
Oppose unless Amended 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Amends the Healthy Workplaces, Healthy Families Act to extend the number of paid sick days employers are required to provide from 3 days to 5 days.

Suggested amendments:

- (1) Statewide preemption should apply to all provisions of the bill
- (2) Payment for paid sick leave should be at the employee’s base rate of pay
- (3) Verification should be allowed after 3 consecutive days *(updated 5.15.19)*

AB 556 (Carrillo D) Outdoor experiences: community access program: grant program.

Introduced: 2/13/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would require the Natural Resources Agency to develop and implement a community access program focused on engagement programs, technical assistance, or facilities that maximize safe and equitable physical admittance, especially for low-income and disadvantaged communities, to natural or cultural resources, community education programs, or recreational amenities. The bill would authorize the agency to develop a grant program for innovative transportation projects that provide disadvantaged and low-income youth with access to outdoor experiences, as specified.

Position	Assigned	Subject Area
Support 3	ATannehill	Revenue

Memo

CSDA SUMMARY: Would create a community access program in several state department to help engage disadvantaged communities gain access to natural or cultural resources, community education programs, or recreational amenities including potential grants for disadvantaged youth access to outdoor experiences. Similar to last years AB 2614, which CSDA watched but was supported by several allied organizations and members. *(updated 05.15.2019)*

AB 557 (Wood D) Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program.

Introduced: 2/13/2019

Status: 5/16/2019-In committee: Held under submission.

Location: 4/3/2019-A. APPR. SUSPENSE FILE

Summary: Would appropriate \$9,250,000 from the General Fund to the Department of Water Resources in the 2019–20 fiscal year to operate the Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program.

Position
Support 3

Assigned
RGervase

Subject Area
Revenue

Memo

CSDA SUMMARY: Appropriates \$9,250,000 from the General Fund to the Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program in the Department of Water Resources. The program is charged to conduct research relating to improving the accuracy of forecasting atmospheric river events and the causes and impacts that climate change has on atmospheric rivers, and shall take all actions within its existing authority to operate reservoirs in a manner that improves flood protection in the state and to reoperate flood control and water storage facilities to capture water generated by atmospheric rivers, thereby increasing water supply, hydropower availability, and the reliability of water resources in the state. *(updated 3.18.19)*

AB 570

(Aguiar-Curry D) Local Government Investment Act.

Introduced: 2/14/2019

Last Amend: 3/25/2019

Status: 5/6/2019-Read second time. Ordered to third reading.

Location: 5/6/2019-A. THIRD READING

Summary: Would define the term "affordable housing" for purposes of specified provisions of the California Constitution to include a first-time home buyer program offered by a local agency. The bill would also specify that a parcel tax imposed pursuant to a specified constitutional provision may include an exemption for persons who are 65 years of age or older, receiving Supplemental Security Income for a disability, or receiving Social Security Disability Insurance Benefits and whose yearly income does not exceed specified amounts.

Position
Support 2

Assigned
ATannehill

Subject Area
Revenue

Memo

CSDA SUMMARY: This is a companion measure to ACA 1 (the 55% bond/parcel tax measure) . It only takes effect if ACA 1 becomes law. It would allow the proposed parcel taxes in ACA 1 to exempt certain categories of constituents; Seniors over 65 or certain disabled persons. These exemptions would be up to the taxing entity proposing the parcel tax.

(updated 5.15.19)

AB 600

(Chu D) Local government: organization: disadvantaged unincorporated communities.

Introduced: 2/14/2019

Last Amend: 4/29/2019

Status: 5/9/2019-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/9/2019-S. DESK

Summary: Under current law, an application to annex a contiguous disadvantaged community is not required if, among other things, a local agency formation commission finds that a majority of the registered voters within the disadvantaged unincorporated community are opposed to the annexation, as specified. This bill would additionally provide that an application to annex a contiguous disadvantaged community is not required if the commission finds that a majority of the registered voters within the affected disadvantaged unincorporated community would prefer to address the service deficiencies through an extraterritorial service extension.

Position
Neutral

Assigned
ATannehill

Subject Area
Formation and
Reorganization

Memo

CSDA SUMMARY: AB 600 sought unfunded, new and at times somewhat redundant mandates on LAFCO's, special districts, counties and cities. This measure sought to mandate that special districts create an "accessibility plan" to provide services to disadvantaged Unincorporated Communities (DUC's). It prohibited any new annexations or reorganizations until, and unless, nearby DUC's have had their issues addressed (access to clean water, storm water control and "structural fire protection").

It stated that special districts themselves perform these studies and plans on nearby communities and to provide these services to DUC's, regardless if the special district actually provides those services or if there is an advantage for either party in doing so.

The author accepted committee amendments which went into print 4.29 and the measure no longer affects special districts. CSDA then went neutral on the measure.

(updated 5.15.19)

AB 628

(Bonta D) Employment: victims of sexual harassment: protections.

Introduced: 2/15/2019

Last Amend: 5/16/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law prohibits an employer from discharging or discriminating or retaliating against, an employee who is a victim of domestic violence, sexual assault, or stalking because of the employee's status as a victim, if the employer has notice or knowledge of that status. Current law additionally prohibits an employer with 25 or more employees from discharging, or discriminating or retaliating against, an employee who is a victim, in this regard, who takes time off to obtain specified services or counseling. This bill would extend these employment protections to victims of sexual harassment, as defined. The bill would also extend these employment protections to specified family members, as defined, of the victims for taking time off from work to provide assistance to the victims when seeking relief or obtaining those services and counseling, as specified.

Position
Oppose 3

Assigned
DGibbons

Subject Area
Human
Resources
and
Personnel

Memo

CSDA SUMMARY: Current law allows employees that are victims of domestic violence, sexual assault, or stalking to take time off to access related services or counseling, without fear of retaliation from their employers (25 or more employees). This bill, similar to AB 2366 (Bonta, 2018) allows this time off for victims of sexual harassment and immediate family members of victims of sexual harassment. (*updated 5.15.19*)

AB 673

(Carrillo D) Failure to pay wages: penalties.

Introduced: 2/15/2019

Last Amend: 5/16/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law provides for a civil penalty, in addition to, and entirely independent and apart from other penalties, on every person who fails to pay the wages of each employee, as specified, and requires the Labor Commissioner to recover that penalty. This bill would also authorize the affected employee to bring an action to recover specified statutory penalties against the employer as part of a hearing held to recover unpaid wages in either a civil action or as part of the administrative action before the Labor Commissioner. The bill would provide that in an action brought by the Labor Commissioner to recover unpaid wages, any penalties recovered would be paid to the affected employee. The bill would prohibit an employee from recovering statutory penalties under these provisions and a specified provision of the Labor Code Private Attorneys General Act of 2004 for the same violation.

Position
Oppose 3

Assigned
DGibbons

Subject Area
Human
Resources
and
Personnel

Memo

CSDA SUMMARY: Allows an employee to directly bring a civil suit against an employer for failure to pay wages, rather than go through the Office of the Labor Commissioner, which can bring suit or grant rights to sue. (*updated 5.15.19*)

AB 689

(McCarty D) Municipal Utility District Act: nonstock security.

Introduced: 2/15/2019

Last Amend: 4/11/2019

Status: 5/8/2019-Referred to Com. on GOV. & F.

Location: 5/8/2019-S. GOV. & F.

Summary: Would authorize the Sacramento Municipal Utility District to operate a pilot project, until January 1, 2025, to allow the board of directors of the district to acquire and hold nonstock security in a corporation or other private entity. The bill would authorize the governing board of the district to sell or otherwise dispose of the nonstock security when, in its judgment, it is in the best interests of the district to do so. The bill would limit the pilot program to 3 acquisitions and would require that any profit or gain earned by the acquisitions be used to benefit the district's ratepayers.

Position
Support 3

Assigned
ATannehill

Subject Area
Revenue

Memo

CSDA SUMMARY: Amends the municipal utilities act within the Public Utilities code, to allow SMUD to hold non-stock security in a corporation to ensure that SMUD is well positioned to

monetize the intellectual property or funding value SMUD brings when it partners with private sector companies to develop innovative products and services. This proposal applies only to SMUD as a pilot project through 2025.
(updated 05.15.19)

AB 707 (Kalra D) Santa Clara Valley Water District: contracts.

Introduced: 2/19/2019

Status: 5/6/2019-Read second time. Ordered to third reading.

Location: 5/6/2019-A. THIRD READING

Summary: Current law prescribes competitive bidding procedures for any improvement or unit of work not performed by the personnel of the Santa Clara Valley Water District if the district estimates the work to cost over \$25,000. This bill would raise that competitive bidding threshold to work estimated to cost over \$50,000 and would authorize the district board of directors to further raise the threshold amount, as prescribed. The bill would define terms for purposes of current law.

Position	Assigned	Subject Area
Support 3	RGervase	Public Works and Facilities

Memo

CSDA SUMMARY: Increases, from \$25,000 to \$50,000, the formal bidding threshold for the Santa Clara Valley Water District (Valley Water). Requires any improvement or unit of work not performed by district personnel and estimated by the engineer to cost in excess of \$50,000 to be done by contract pursuant to Valley Water's formal competitive bidding process. Allows the district's Board, by action in an open meeting, to increase the amount referenced above, not to exceed an amount equal to 2% of the amount in effect when the action is taken, multiplied by the number of years following the operative date of the last adjustment. (updated 5.15.19)

AB 749 (Stone, Mark D) Settlement agreements: restraints in trade.

Introduced: 2/19/2019

Status: 5/2/2019-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/2/2019-S. DESK

Summary: Would prohibit an agreement to settle an employment dispute from containing a provision that prohibits, prevents, or otherwise restricts a settling party that is an aggrieved person, as defined, from working for the employer against which the aggrieved person has filed a claim or any parent company, subsidiary, division, affiliate, or contractor of the employer. The bill would provide that a provision in an agreement entered into on or after January 1, 2020, that violates this prohibition is void as a matter of law and against public policy.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Prohibits a settlement agreement in an employment dispute from containing a provision prohibiting, preventing, or otherwise restricting a settling party that is an aggrieved person from working for the employer against which the aggrieved person has filed a claim, or any parent company, subsidiary, division, affiliate, or contractor of the employer. (updated 3.27.19)

AB 782 (Berman D) California Environmental Quality Act: exemption: public agencies: land transfers.

Introduced: 2/19/2019

Last Amend: 4/2/2019

Status: 5/8/2019-Referred to Com. on EQ.

Location: 5/8/2019-S. E.Q.

Summary: Would exempt from CEQA the acquisition, sale, or other transfer of interest in land by a public agency for certain purposes, or the granting or acceptance of funding by a public agency for those purposes, if the public agency conditions those transactions on environmental review in accordance with CEQA before making physical changes to the transferred land before making those changes.

Position	Assigned	Subject Area
Support 3	RGervase	Environment

Memo

CSDA SUMMARY: AB 782 would provide a statutory exemption from the California Environmental Quality Act (CEQA) for the transfer of ownership, or funding thereof, of property by a public agency in order to preserve open space, habitat, or historical resources. The exemption would be

conditioned on an agreement by the public agency that future changes to the property would be subject to CEQA. This would make it easier for districts to preserve open space, including through conservation easements. (updated 5.15.19)

AB 831

(Grayson D) Department of Housing and Community Development: study: local fees: new developments.

Introduced: 2/20/2019

Last Amend: 5/16/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would require the Department of Housing and Community Development to post the study on its internet website on or before March 1, 2020. The bill would also require the department, by January 1, 2024, to issue a report to the Legislature on the progress of cities and counties in adopting the recommendations made in the study.

Position
Watch

Assigned
ATannehill

Subject Area
Revenue

Memo

CSDA SUMMARY: Would require the upcoming Housing and Community Development Department developer fee study, being performed by the University of California's Tern Center, to be posted online. It would then require a follow up study by 2020 and progress reports to the legislature regarding the progress of any recommendations that come from these studies. (updated 5.16.19)

AB 849

(Bonta D) Elections: city and county redistricting.

Introduced: 2/20/2019

Last Amend: 5/17/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law establishes criteria and procedures pursuant to which cities and counties adjust or adopt council and supervisorial district area boundaries, as applicable, for the purpose of electing members of the governing body of each of those local jurisdictions. This bill would revise and recast these provisions. The bill would require the governing body of each local jurisdiction described above to adopt new district boundaries after each federal decennial census, except as specified.

Position
Oppose 3

Assigned
DGibbons

Subject Area
Governance

Memo

CSDA SUMMARY: This bill no longer applies to special districts or school districts, it only applies to cities and counties. This bill adds significant new requirements for consideration when a city or county is going through the redistricting process following a federal census. The bill additionally requires a specific minimum number of public hearings to seek public input on the process with the specific number based on district population. Some of the public hearings must be on the weekends or evenings. These requirements apply to all cities and counties that hold by district elections. (updated 5.20.19)

AB 854

(Mayes R) Imperial Irrigation District: retail electric service.

Introduced: 2/20/2019

Status: 5/16/2019-Joint Rule 62(a), file notice suspended. In committee: Hearing postponed by committee.

Location: 5/15/2019-A. APPR. SUSPENSE FILE

Summary: Would require the membership of the board of directors of the Imperial Irrigation District to increase from 5 to 11 members, with the 6 additional directors meeting certain qualifications, including that each be a resident of and qualified as eligible to vote in the County of Riverside. The bill would provide for the election of the additional directors at the 2020 general district election. The bill would authorize the district board to adopt a resolution decreasing the number of directors and the divisions from which they are elected from 11 to 5 if a public utility district is formed that provides electricity outside the territory of the Imperial Irrigation District and consists of a board of directors with a majority of seats representing the County of Riverside.

Position
Oppose 3

Assigned
DGibbons

Subject Area
Formation and Reorganization

Memo

CSDA SUMMARY: Reconstitutes the board of directors of the Imperial Irrigation District (IID) against the will of IID. AB 854 changes the board from a five member board to an 11 member board with six of the members being from Riverside County. Riverside county currently has no representation on the IID Board of Directors, because while IID provides power to the residents of Riverside County, they are

outside their service area, which is allowed by Water Code Sections 22115, and 22120. (updated 3.11.19)

AB 890 (Wood D) Nurse practitioners: scope of practice: unsupervised practice.

Introduced: 2/20/2019

Last Amend: 4/22/2019

Status: 5/16/2019-Joint Rule 62(a), file notice suspended. In committee: Hearing postponed by committee.

Location: 5/15/2019-A. APPR. SUSPENSE FILE

Summary: Would establish the Advanced Practice Registered Nursing Board within the Department of Consumer Affairs, which would consist of 9 members. The bill would authorize a nurse practitioner who holds a certification as a nurse practitioner from a national certifying body recognized by the board who practices in certain settings or organizations to perform specified functions without supervision by a physician and surgeon, including ordering and interpreting diagnostic procedures, certifying disability, and prescribing, administering, dispensing, and administering controlled substances.

Position	Assigned	Subject Area
Support 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: This priority legislation for the Association of California Healthcare Districts will expand the scope of practice for nurse practitioners, allowing them to practice and provide services to the full extent of their education and training, without supervision by a physician. These services, including diagnosing patients, performing therapeutic procedures, prescribing medications and devices, are already being provided to patients throughout the state. This change in law will allow hospitals to fill critical workforce gaps. (updated 4.26.19)

AB 931 (Boerner Horvath D) Local boards and commissions: representation: appointments.

Introduced: 2/20/2019

Last Amend: 5/17/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law establishes the policy of the Legislature to ensure equal access to specific information about the many local regulating and advisory boards, commissions, and committees and to ensure equal opportunity to be informed of vacancies on those boards. Current law requires each legislative body of a local agency to prepare an appointments list of all regular and ongoing boards, commissions, and committees that are appointed by the legislative body of the local agency. This bill, on and after January 1, 2030, would require the composition of a local board and commission of a city with a population of 50,000 or greater with appointed members to have a specified minimum number of women board members or commissioners based on the total number of board members or commissioners on that board, thereby imposing a state-mandated local program.

Position	Assigned	Subject Area
Neutral	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Would have required state and local agencies that have the authority to appoint individuals to boards and commissions to make half of the appointments women. Specifically, the bill says if the board or commission has five or more members, then 50 percent of the appointments should be to individuals that self-identify as women, and for boards or commissions with four or fewer members at least one of the appointments should be an individual that self-identifies as a woman. This bill was amended and now only applies o city appointments. (updated 4.26.19)

AB 932 (Low D) Workers' compensation: off-duty firefighters.

Introduced: 2/20/2019

Status: 5/16/2019-Referred to Com. on L., P.E. & R.

Location: 5/16/2019-S. L., P.E. & R.

Summary: Current law grants workers' compensation benefits to a firefighter, or the firefighter's dependents, if the firefighter is injured, dies, or is disabled by proceeding to or engaging in a fire-suppression or rescue operation, or the protection of life or property, anywhere in California, but is not acting under the immediate supervision of the employer. This bill would expand the scope of this provision to apply when a firefighter engages in a fire-suppression or rescue operation, or the protection or preservation of life or property, outside of this state.

Position	Assigned	Subject Area
Oppose unless	DGibbons	Human

Memo

CSDA SUMMARY: Retroactive to 2017, this bill will make off-duty, out-of-state firefighters eligible for workers' compensation benefits if they claim they were injured while performing activities for the protection or preservation of life or property. *(updated 3.18.19)*

Suggested amendments: Similar to what was included in the language for peace officers in 2018, this bill should be amended to make it permissible for an employer to provide workers' compensation benefits, at its discretion or in accordance with written policies adopted by resolution of the governing body.

AB 948 (Kalra D) Coyote Valley Conservation Program.

Introduced: 2/20/2019

Last Amend: 4/29/2019

Status: 5/16/2019-Read second time. Ordered to Consent Calendar.

Location: 5/16/2019-A. CONSENT CALENDAR

Summary: Would authorize the Santa Clara Valley Open-Space Authority to establish and administer the Coyote Valley Conservation Program to address resource and recreational goals of the Coyote Valley, as defined. The bill would authorize the authority to collaborate with state, regional, and local partners to help achieve specified goals of the program. The bill would authorize the authority to, among other things, acquire and dispose of interests and options in real property.

Position	Assigned	Subject Area
Support 3	ATannehill	Parks, Cemeteries, Open Space, and Community Enrichment

Memo

CSDA SUMMARY: This measure establishes the Coyote Valley Conservation Program to be implemented by the Santa Clara Valley Open Space Authority , an independent special district. This district would be empowered to implement the conservation program through means that include the acquisition and disposal of real property, outdoor enrichment projects, natural resource protection and technical assistance to landowners to improve carbon sequestration and resiliency. *(updated 5.15.19)*

AB 1043 (Irwin D) Political Reform Act of 1974: campaign funds: cybersecurity.

Introduced: 2/21/2019

Status: 5/9/2019-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/9/2019-S. DESK

Summary: Would authorize the expenditure of campaign funds to pay for, or reimburse the state for, the installation and monitoring of hardware, software, and services related to the cybersecurity of the electronic devices of a candidate, elected officer, or campaign worker. The bill would require a candidate or elected officer to report any expenditure of campaign funds for these purposes to the Fair Political Practices Commission in the candidate or elected officer's campaign statements.

Position	Assigned	Subject Area
Support 3	DGibbons	Governance

Memo

CSDA SUMMARY: Allows candidates and elected officials for state and local offices to expend campaign funds for cybersecurity purposes for their personal and campaign devices. *(3.11.19)*

AB 1066 (Gonzalez D) Unemployment insurance: trade disputes: eligibility for benefits.

Introduced: 2/21/2019

Last Amend: 4/30/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would restore eligibility for unemployment benefits after the first 4 weeks of a trade dispute for an employee who left work because of the trade dispute. The bill would specify that the one-week waiting period otherwise required for unemployment benefits is not additionally required under these circumstances. The bill would also codify specified case law that holds that employees who left work due to a lockout by the employer, even if it was in anticipation of a trade dispute, are eligible for benefits. The bill would specify that the bill's provisions do not diminish eligibility for benefits

of individuals deprived of work due to an employer lockout or similar action, as specified.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: This bill allows union employees to begin collecting unemployment benefits after four weeks of a trade dispute. (updated 5.15.19)

AB 1079 (Santiago D) Telecommunications: privacy protections.

Introduced: 2/21/2019

Status: 5/9/2019-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/9/2019-S. DESK

Summary: Current law prohibits a provider of mobile telephony services, as defined, or any affiliate or agent of the provider, when providing the name and dialing number of a subscriber for inclusion in a directory or directory database, from including the dialing number of any subscriber without first obtaining the express consent of that subscriber. Current law authorizes providing those telephone numbers without regard to consent to a law enforcement agency, fire protection agency, public health agency, public environmental health agency, city or county emergency services planning agency, or private for-profit agency operating under contract with, and at the direction of, one or more of these agencies, for the exclusive purpose of responding to a 911 call or communicating an imminent threat to life or property. This bill would additionally authorize providing those telephone numbers to those parties without consent for the purpose of testing the systems that respond to 911 calls or testing systems that communicate threats to life or property.

Position	Assigned	Subject Area
Support 3	DGibbons	Health and Safety

Memo

CSDA SUMMARY: Current law authorizes phone companies to share contact information of their customers, without consent, for 911 and other emergency services, this bill allows for the sharing of that customer information, without consent, for testing of 911 and other emergency services. (updated 3.11.19)

AB 1107 (Chu D) Workers' compensation.

Introduced: 2/21/2019

Last Amend: 4/22/2019

Status: 5/16/2019-Referred to Com. on L., P.E. & R.

Location: 5/16/2019-S. L., P.E. & R.

Summary: Current law requires, when payment of compensation has been unreasonably delayed or refused, either prior to or subsequent to the issuance of an award, the amount of the payment unreasonably delayed or refused to be increased up to 25% or up to \$10,000, whichever is less, except for unreasonable delay in the provision of medical treatment for periods of time necessary to complete the utilization review process. Current law provides that a determination by the appeals board or a final determination of the administrative director pursuant to independent medical review that medical treatment is appropriate is not conclusive evidence that medical treatment was unreasonably delayed or denied for purposes of imposing those penalties. This bill would exclude a final determination of the administrative director pursuant to independent medical review from the latter provision regarding conclusive evidence that medical treatment was unreasonably delayed or denied.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Deletes a provision of law that states an independent medical review (IMR) decision that medical treatment ordered or requested by a treating physician is appropriate is not conclusive evidence that treatment was unreasonably delayed or denied.

The current version of this bill is not intended to be the final version. The author has indicated that this bill is intended to encourage dialog between stakeholders on how to improve the IMR process and limit delays in care. (updated 5.15.19)

AB 1111 (Friedman D) Outdoor recreation: Office of Outdoor Recreation: California Outdoor Recreation

Account.

Introduced: 2/21/2019

Last Amend: 3/18/2019

Status: 5/16/2019-Action From APPR. SUSPENSE FILE: Do pass as amended.

Location: 5/16/2019-A. APPR. SUSPENSE FILE

Summary: Would establish the Office of Outdoor Recreation in state government. The bill would require the office to undertake certain activities, including supporting the outdoor recreation economy and working toward equitable access to outdoor areas of the state by engaging in specified activities. The bill would also require the office to create an advisory committee to provide advice, expertise, support, and service to the office.

Position
Support 3

Assigned
ATannehill

Subject Area
Parks,
Cemeteries,
Open Space,
and
Community
Enrichment,
Revenue

Memo

CSDA SUMMARY: This measure creates the Office of Outdoor Recreation to support the outdoor recreation economy and foster related business, equitable and inclusive outdoor recreation opportunities and collaboration with public and private entities among other activities. It creates an advisory committee to support the new office. (updated 5.15.2019)

AB 1180 (Friedman D) Water: recycled water.

Introduced: 2/21/2019

Last Amend: 3/28/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Current law requires, on or before January 1, 2020, the state board to adopt standards for backflow protection and cross-connection control through the adoption of a policy handbook, as specified. This bill would require that handbook to include provisions for the use of a swivel or changeover device to supply potable water to a dual-plumbed system during an interruption in recycled water service.

Position
Support 3

Assigned
RGervase

Subject Area
Water,
Wastewater,
and
Conservation

Memo

CSDA SUMMARY: AB 1180 requires the State Water Board, on or before January 1, 2023, to update the uniform statewide criteria for nonpotable recycled water uses established in Title 22 of the California Code of Regulations. The bill also requires the State Water Board, if it adopts standards for backflow protection and cross-connection control through the adoption of a policy handbook, to include provisions for the use of a swivel or changeover device to supply potable water to a dual-plumbed system during an interruption in recycled water service. AB 1180 Requires the allowable use of a swivel or changeover device to be consistent with any notification and backflow protection provisions contained in the policy handbook. (updated 3.27.19)

AB 1184 (Gloria D) Public records: writing transmitted by electronic mail: retention.

Introduced: 2/21/2019

Last Amend: 5/16/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would, unless a longer retention period is required by statute or regulation, require a public agency for purposes of the California Public Records Act to retain and preserve for at least 2 years every writing containing information relating to the conduct of the public's business prepared, owned, or used by any public agency that is transmitted by electronic mail.

Position
Oppose 3

Assigned
DGibbons

Subject Area
Governance

Memo

CSDA SUMMARY: Requires public agencies to keep ALL emails related to the public's business for 2 years. Current law authorizes cities, counties, and special districts to destroy or to dispose of

duplicate records that are less than two years old when they are no longer required. (updated 5.15.19)

AB 1212 (Levine D) Public employees' retirement: pension fund management: in-state infrastructure.

Introduced: 2/21/2019

Last Amend: 5/16/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would require a state agency, as defined, that is responsible for infrastructure projects to produce a list of priority infrastructure projects for funding consideration by the retirement boards, as described above, and to provide it to them. The bill would require a state agency also to provide further project information to a board upon request.

Position	Assigned	Subject Area
Support 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: would require a state agency that is responsible for infrastructure projects to produce a list of priority infrastructure projects for funding consideration by public pension retirement boards and to provide it to them. The bill would require a state agency to provide further project information to a board upon request. (updated 4.17.19)

AB 1224 (Gray D) Disability insurance: paid family leave program.

Introduced: 2/21/2019

Last Amend: 4/22/2019

Status: 5/16/2019-In committee: Held under submission.

Location: 5/8/2019-A. APPR. SUSPENSE FILE

Summary: Current law establishes, within the state disability insurance program, the family temporary disability insurance program, also known as the paid family leave program, for the provision of up to 6 weeks of wage replacement benefits to workers who take time off work to care for a seriously ill family member or to bond with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Current law limits the temporary disability benefits paid under these provisions to not more than 6 weeks within any 12-month period. This bill would authorize up to 12 weeks of temporary disability benefits in a 12-month period, but would limit each disability benefit period to 6 weeks of temporary disability benefits.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Current law allows an employee with more than 12 months of service with the employer, who has at least 1,250 hours of service with the employer during the previous 12-month period, upon request, to take up to 12 weeks of parental leave to bond with a new child within one year of the child's birth, adoption, or foster care placement. This bill expands paid family leave (PFL) benefits by allowing two six-week PFL claims per year. (updated 5.15.19)

AB 1251 (Santiago D) Civil procedure: writs of mandate.

Introduced: 2/21/2019

Last Amend: 4/4/2019

Status: 5/16/2019-Referred to Com. on JUD.

Location: 5/16/2019-S. JUD.

Summary: Current law allows a petitioner to seek judicial review of certain decisions of local agencies by filing a writ of mandate. Upon a request by the petitioner, the local agency must prepare a complete record of the proceedings. Current law also requires the local agency to provide notice to the petitioner of the provisions of law governing the time within which judicial review of the final decision must be sought. This bill would require the local agency to also provide notice to the petitioner of the local agency's duty to prepare a complete record of the proceedings upon request by the petitioner.

Position	Assigned	Subject Area
Neutral	DGibbons	Governance

Memo

CSDA SUMMARY: This bill would require the respondent local agency in specified writ actions to provide notice to the potential petitioner of the agency's duty to prepare a complete administrative record of the local agency decision for the petitioner at the petitioner's request.

As a result of CSDA's opposition, this bill was amended to remove the section that would have required the record prepared by the local agency in a writ action to include the findings supporting the final decision made by the agency. (updated 4.26.19)

AB 1253 (Rivas, Robert D) Local agency formation commissions: grant program.

Introduced: 2/21/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: This bill would require the Strategic Growth Council, until July 31, 2025, to establish and administer a local agency formation commissions grant program for the payment of costs associated with initiating and completing the dissolution of districts listed as inactive, the payment of costs associated with a study of the services provided within a county by a public agency to a disadvantaged community, as defined, and for other specified purposes, including the initiation of an action, as defined, that is limited to service providers serving a disadvantaged community and is based on determinations found in the study, as approved by the commission. The bill would specify application submission, reimbursement, and reporting requirements for a local agency formation commission to receive grants pursuant to the bill. The bill would require the council, after consulting with the California Association of Local Agency Formation Commissions, to develop and adopt guidelines, timelines, and application and reporting criteria for development and implementation of the program, as specified, and would exempt these guidelines, timelines, and criteria from the rulemaking provisions of the Administrative Procedure Act. The bill would make the grant program subject to an appropriation for the program in the annual Budget Act, and would repeal these provisions on January 1, 2026. This bill contains other existing laws.

Position

Support 3

Assigned

ATannehill

Subject Area

Revenue

Memo

CSDA SUMMARY: Requires the Strategic Growth Council, to establish a local agency formation commissions grant program for the payment of costs associated with initiating and completing certain actions, subject to an appropriation. and has a 5 year sunset. This is exact same as last years AB 2258, which CSDA moved to support on after a compromise over the protest threshold provision in this measure for actions resulting from the proposed grants in the bill. (updated 5.15.19)

AB 1303 (O'Donnell D) California Career Technical Education Incentive Grant Program: Strong Workforce Program.

Introduced: 2/22/2019

Last Amend: 4/1/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Would specify that the purpose of the California Career Technical Education Incentive Grant Program is to encourage, maintain, and strengthen the delivery of high-quality career technical education programs. The bill would specify that, upon appropriation by the Legislature, \$450,000,000 shall be made available for the program to the department each year for the 2019–20 fiscal year and each fiscal year thereafter.

Position

Support 3

Assigned

Mustafa

Subject Area

Revenue

Memo

CSDA SUMMARY: This bill would specify that the purpose of the California Career Technical Education Incentive Grant Program is to encourage, maintain, and strengthen the delivery of high-quality K-12 career technical education programs. Upon appropriation by the Legislature, \$450,000,000 shall be made available for the program to the department each year for the 2019-2020 fiscal year and each fiscal year thereafter. The bill would, commencing with the fiscal year beginning July 1, 2019, reduce the required match from a grant applicant to \$1 for each \$1 received from the program (previously \$2). This bill would add regional occupational centers or programs operated by county offices of education to the entities authorized to be grant recipients under the program.

This bill would terminate the appropriation for the K-12 component of the Strong Workforce Program after the 2018–19 fiscal year. The bill would move the provisions of the K-12 component of the Strong Workforce Program to the elementary and secondary education part of the Education Code, would render these provisions inoperative on July 1, 2020, and would repeal these provisions on January 1, 2021. (updated 4.25.2019)

AB 1320 (Nazarian D) Public employee retirement systems: prohibited investments: Turkey.

Introduced: 2/22/2019

Last Amend: 4/4/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law prohibits the boards of administration of the Public Employees' Retirement

System and the State Teachers' Retirement System from making investments in certain countries and in thermal coal companies, as specified, subject to the boards' plenary authority and fiduciary responsibility for investment of moneys and administration of the systems. This bill, upon the passage of a federal law that imposes sanctions on the government of Turkey for failure to officially acknowledge its responsibility for the Armenian Genocide, would prohibit the boards of administration of the Public Employees' Retirement System and the State Teachers' Retirement System from making additional or new investments, or renewing existing investments, of public employee retirement funds in an investment vehicle in the government of Turkey that is issued by the government of Turkey or that is owned, controlled, or managed by the government of Turkey.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: This is a pension system divestment bill that would require CalPERS and CalSTRS to divest from Turkey. *(updated 5.15.19)*

AB 1332 (Bonta D) Sanctuary State Contracting and Investment Act.

Introduced: 2/22/2019

Last Amend: 4/29/2019

Status: 5/16/2019-In committee: Held under submission.

Location: 5/8/2019-A. APPR. SUSPENSE FILE

Summary: Current law requires law enforcement agencies to report to the Department of Justice annually regarding transfers of persons to immigration authorities and requires the Attorney General to publish guidance, audit criteria, and training recommendations regarding state and local law enforcement databases, for purposes of limiting the availability of information for immigration enforcement, as specified. This bill, the Sanctuary State Contracting Act, would, among other things, require the Department of Justice, commencing on January 1, 2020, and quarterly thereafter, to publish a list on its internet website, based on specified criteria, of each person or entity that, in the opinion of the Department of Justice, is providing data broker, extreme vetting, or detention facilities support to any federal immigration agency, as specified.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: The bill is aimed at non-assistance with the federal government's immigration policies and practices. The bill prohibits any public agency from entering into a contract with or investing in a contractor that also contracts with a federal immigration agency with any data broker, extreme vetting, or detention facilities services, unless the public agency has made a finding that no reasonable alternative exists.

This bill would result in public agencies not being able to contract with companies such as Microsoft and Westlaw and agencies would need to divest from them as well. *(updated 5.15.19)*

AB 1400 (Kamlager-Dove D) Workers' compensation: firefighting operations: civilian employees.

Introduced: 2/22/2019

Last Amend: 4/25/2019

Status: 5/14/2019-In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/14/2019-S. RLS.

Summary: Current law provides that in the case of active firefighting members of certain fire departments, a compensable injury includes cancer that develops or manifests while the firefighter member is in the service of the public agency and exposed to a known carcinogen, as defined. Current law establishes a presumption that the cancer in these cases arose out of, and in the course of, employment, unless the presumption is controverted by evidence that the primary site of the cancer has been established and that the carcinogen to which the member has demonstrated exposure is not reasonably linked to the disabling cancer. This bill would enact a similar law that would be applicable to other employees of a city, county, city and county, district, or other municipal corporation or political subdivision whose job duties cause them to be regularly exposed to active fires or health hazards directly resulting from firefighting operations.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: For workers' compensation purposes, this bill adds fire personnel, not just firefighters, to the presumption for firefighters that the cancer arose out of, and in the course of, employment. (updated 3.13.19)

AB 1415 (Friedman D) Department of Water Resources: reporting requirements: civil penalties.

Introduced: 2/22/2019

Last Amend: 4/24/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law establishes the CalConserve Water Use Efficiency Revolving Fund and makes the moneys in the fund available to the Department of Water Resources, upon appropriation by the Legislature, for the purpose of water conservation and water use efficiency projects. This bill would require the department to impose a civil penalty on an entity that fails to file with the department a specified report or plan by the deadline required for that particular report or plan, as provided.

Position	Assigned	Subject Area
Oppose 3	RGervase	Governance

Memo

CSDA SUMMARY: This bill would require the Department of Water Resources to impose a civil penalty of up to \$1,000 on any person or entity who fails to file with the department a report or plan by the deadline required. These reports include:

- (1) A report that summarizes aggregated farm-gate delivery data.
- (2) A water loss audit report, and accompanying information.
- (3) An urban water management plan or plan update.
- (4) A report on the implementation and enforcement of the model water efficient landscape ordinance, or a locally modified water efficient landscape ordinance that is at least as effective in conserving water.

(updated 5.15.19)

AB 1416 (Cooley D) Business: collection and disclosures of consumer personal information.

Introduced: 2/22/2019

Last Amend: 5/6/2019

Status: 5/7/2019-Read second time. Ordered to third reading.

Location: 5/7/2019-A. THIRD READING

Summary: Would specify that the California Consumer Privacy Act of 2018 also does not restrict a business's ability to comply with any rules or regulations adopted pursuant to and in furtherance of state or federal laws. The bill would establish an exception to the act for a business that provides a consumer's personal information to a government agency solely for the purposes of carrying out a government program, if specified requirements are met.

Position	Assigned	Subject Area
Support 3	DGibbons	Health and Safety

Memo

CSDA SUMMARY: This is cleanup legislation related to the Consumer Privacy Act of 2018 to ensure public agencies are able to share personal information of their constituents with contracted providers as necessary to provide governmental functions. (updated 5.15.19)

AB 1471 (Gray D) State-mandated local costs: preventable loss revenue.

Introduced: 2/22/2019

Last Amend: 3/14/2019

Status: 5/16/2019-Joint Rule 62(a), file notice suspended. In committee: Held under submission.

Location: 5/15/2019-A. APPR. SUSPENSE FILE

Summary: Under the California Constitution, whenever the Legislature or a state agency mandates a new program or higher level of service on any local agency the state is required to provide a subvention of funds to reimburse the local agency, with specified exceptions, including if, among other things, a statute or executive order imposes duties that are necessary to implement, or are expressly included in, a ballot measure approved by the voters in a statewide or local election. Current law establishes a procedure for local agencies to file a test claim for reimbursement of these costs with the Commission on State Mandates. This bill would provide that reimbursement to an underprivileged or disadvantaged local agency for preventable lost revenue sustained as a result of the delayed implementation of a state action shall be provided pursuant to the same procedures described above.

Position
Support 3

Assigned
DGibbons

Subject Area
Governance

Memo

CSDA SUMMARY: Provide that Commission on State Mandates should approve test claims for reimbursement to an underprivileged or disadvantaged local agency for preventable lost revenue sustained as a result of the delayed implementation of a state action. *(updated 3.15.19)*

AB 1478 (Carrillo D) Employment discrimination.

Introduced: 2/22/2019

Last Amend: 3/27/2019

Status: 5/1/2019-Read second time. Ordered to third reading.

Location: 5/1/2019-A. THIRD READING

Summary: Current law authorizes an aggrieved employee to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations. Current law, the Labor Code Private Attorneys General Act of 2004, authorizes an aggrieved employee on behalf of that employee and other current or former employees to bring a civil action to recover specified civil penalties, which would otherwise be assessed and collected by the Labor and Workforce Development Agency, for the violation of certain provisions affecting employees. The act prescribes specified civil penalties for violations brought under these provisions. This bill would authorize an employee aggrieved under these provisions to bring a private civil action against the employee's employer and would not require that employee to pursue any other remedy prior to bringing that action.

Position
Oppose 3

Assigned
DGibbons

Subject Area
Human
Resources
and
Personnel

Memo

CSDA SUMMARY: Allows an employee to bring a civil suit against their employer or former employer for violation of various workplace discrimination and retaliation laws which cover employees for taking time of work to serve on a jury and allow employees time off to handle domestic violence, sexual harassment, stalking, and other protected leaves. *(updated 3.20.19)*

AB 1484 (Grayson D) Mitigation Fee Act: housing developments.

Introduced: 2/22/2019

Last Amend: 4/10/2019

Status: 5/16/2019-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/16/2019-S. DESK

Summary: The Mitigation Fee Act requires a local agency that establishes, increases, or imposes a fee as a condition of approval of a development project to, among other things, determine a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. This bill would require each city, county, or city and county to post on its internet website the type and amount of each fee imposed on a housing development project, as defined.

Position
Watch

Assigned
ATannehill

Subject Area
Revenue

Memo

CSDA SUMMARY: Would have prohibited a local agency from imposing a fee on a housing development project, unless it is specifically identified on their website at the time of the application for that project. It would have required certain application materials to point to that website. Finally, it would have essentially frozen those fees at the point of application. The measure was heavily amended and now only require cities and counties to post their fees on their website.

(updated 5.16.19)

AB 1486 (Ting D) Surplus land.

Introduced: 2/22/2019

Last Amend: 5/16/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines "local agency" for these purposes as every city, county, city and county, and district, including school districts of any kind or class, empowered to acquire and hold real property. This bill would expand the definition of "local agency" to include sewer, water, utility, and local and regional park districts, joint powers authorities, successor agencies to former redevelopment agencies, housing authorities, and other political subdivisions of this state and any instrumentality thereof that is

empowered to acquire and hold real property, thereby requiring these entities to comply with these requirements for the disposal of surplus land. The bill would specify that the term "district" includes all districts within the state, and that this change is declaratory of existing law.

Position	Assigned	Subject Area
Oppose unless Amended 1	RGervase	Public Works and Facilities

Memo

CSDA SUMMARY: The bill requires agencies to offer the right of first refusal to schools, affordable housing developers, and park agencies before conducting any formal or informal negotiations. Additionally, the definition of surplus land is expanded to include any land held by a public agency, rather than just land designated as surplus by the agency. The bill would also invalidate the transfers of any land where the disposing agency did not observe the requirements of the Surplus Land Act. AB 1486 is substantially similar to AB 2065 (Ting, 2018), which CSDA opposed. AB 2065 was held in Assembly Appropriations Committee. AB 1486 was recently amended to remove the applicability of the Surplus Land Act to leases and other conveyances of surplus land. *(updated 4.23.19)*

AB 1588 (Gloria D) Drinking water and wastewater operator certification programs.

Introduced: 2/22/2019

Last Amend: 5/8/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: Current law requires a person who operates a nonexempt wastewater treatment plant to possess a valid, unexpired wastewater certificate or water treatment operator certificate of the appropriate grade. This bill, when applying for certification by the board as a water treatment operator, distribution system operator, or wastewater operator, would require operators of complex industrial facilities, including members of the military and military service veterans, to receive appropriate equivalent experience credit and education credit for work and tasks performed that are directly related to the operation of water or wastewater facilities, as specified.

Position	Assigned	Subject Area
Support 3	RGervase	Water, Wastewater, and Conservation

Memo

CSDA SUMMARY: Requires the State Water Resources Control Board to recognize full equivalent experience credit and education credit for members of the military and military service veterans for work and tasks performed that are directly related to the operation of water or wastewater facilities. This recognition would apply to comparable military qualification as a water treatment operator, distribution system operator, or wastewater operator. The bill would authorize the board to establish appropriate equivalency standards for issuing a water treatment operator certificate and water distribution operator certificate by reciprocity. *(updated 5.15.19)*

AB 1631 (Gray D) Fire protection: volunteer firefighters: training.

Introduced: 2/22/2019

Status: 5/16/2019-In committee: Held under submission.

Location: 5/8/2019-A. APPR. SUSPENSE FILE

Summary: Would require the State Fire Marshal to employ at least 5 traveling training officers and any necessary equipment to provide weekend and evening training classes year-round, as specified, to volunteer fire departments and those fire departments consisting of a combination of volunteer, partly paid, or fully paid members. The bill would also authorize firefighters to receive 100% reimbursement of actual costs from the State Fire Marshal for attending training classes at a local community college if the State Fire Marshal is unable to provide training classes.

Position	Assigned	Subject Area
Support 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Requires the State Fire Marshal to provide weekend and evening training classes year-round to volunteer fire departments and those fire departments consisting of a combination of volunteer, partly paid, or fully paid members. The bill would also authorize firefighters to receive 100% reimbursement from the State Fire Marshal for attending training classes at a local community college if the State Fire Marshal is unable to provide training classes. *(updated 3.13.19)*

AB 1637 (Smith D) Unclaimed Property Law.

Introduced: 2/22/2019

Status: 5/1/2019-Referred to Coms. on JUD. and APPR.

Location: 5/1/2019-S. JUD.

Summary: Under current law, a person who claims to have been the owner, as defined, of property paid or delivered to the Controller under the Unclaimed Property Law may file a claim to the property or to the net proceeds from its sale. Current law requires to Controller to consider each claim, as specified, to determine if the claimant is the owner. This bill would permit property reported to, and received by, the Controller in the name of a state or local agency, as defined, to be transferred by the Controller directly to that agency without the filing of a claim.

Position
Support 3

Assigned
DGibbons

Subject Area
Governance

Memo

CSDA SUMMARY: Allows the State Controller to transfer unclaimed property, that is reported in the name of a state or local agency, to that agency without the need for the agency to file a claim. (updated 3.12.19)

AB 1672 (Bloom D) Solid waste: flushable products.

Introduced: 2/22/2019

Last Amend: 4/25/2019

Status: 5/16/2019-In committee: Hearing postponed by committee.

Location: 5/8/2019-A. APPR. SUSPENSE FILE

Summary: The California Integrated Waste Management Act of 1989, administered by the Department of Resources Recycling and Recovery, generally regulates the disposal, management, and recycling of solid waste. This bill would, among other things, on or after January 1, 2021, prohibit a covered entity, as defined, from labeling a covered product as safe to flush, safe for sewer systems, or safe for septic systems, unless the product is a flushable wipe that meets certain performance standards. The bill would require nonflushable products to be labeled clearly and conspicuously to communicate that they should not be flushed, as specified.

Position
Support 3

Assigned
RGervase

Subject Area
Water,
Wastewater,
and
Conservation

Memo

CSDA SUMMARY: Establishes performance and labeling standards for flushable wipes and provides for the imposition of civil penalties on parties failing to conform to those standards. When wet wipes products are flushed into the sewer system they can cause significant issues for private property owners, sewer collection systems, and wastewater treatment plants. Wet products that do not break down can catch on tree roots or other obstructions in residential sewer laterals and cause costly and dangerous backups for property owners. Wet wipes have been shown to cause significant damage to residential septic systems, resulting in expensive repairs and remediation for homeowners. AB 1672 presents a straightforward solution to helping combat the aforementioned problems caused by improperly flushing wet wipes. The bill prescribes clear and consistent consumer messaging for these products that indicates to consumers that either a wipe is "flushable," or it is not. Under the provisions of AB 1672, wipes can be labeled as "flushable" if they do not cause harm to the sewer system, meaning that manufacturers can demonstrate that their wipes break down in the sewer system like dry toilet paper. For all other wipes that are not intended to be flushed, they must be conspicuously marked with "Do Not Flush" labeling. This measure is sponsored by the California Association of Sanitation Agencies. (updated 5.15.19)

AB 1699 (Levine D) Telecommunications: mobile internet service providers: public safety customer accounts: states of emergency.

Introduced: 2/22/2019

Last Amend: 4/22/2019

Status: 5/9/2019-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.

Location: 5/9/2019-S. DESK

Summary: Would prohibit a mobile internet service provider from impairing or degrading the lawful internet traffic of its public safety customer accounts, subject to reasonable network management, during a state of emergency.

Position
Support 3

Assigned
DGibbons

Subject Area
Health and

Memo

CSDA SUMMARY: Prohibits a mobile telecommunications service provider from throttling or otherwise failing to provide adequate or necessary telecommunications service to its public safety customer accounts during a state of emergency. *(updated 5.15.19)*

AB 1736 (Daly D) Notification requirements.

Introduced: 2/22/2019

Last Amend: 4/22/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: The Local Agency Public Construction Act requires with certain exceptions that a responsible bidder who submitted the lowest bid, as determined in accordance with certain procedures, be awarded the contract. This bill would require a local agency to create and maintain policies for notifying successful and unsuccessful bidders of an awarded contract within a reasonable timeframe, as provided, and to include these policies in the local agency's request for proposals or bid solicitations.

Position	Assigned	Subject Area
Oppose 3	RGervase	Public Works and Facilities

Memo

CSDA SUMMARY: As introduced, would have required state and local agencies to post public contracts to their internet websites within 24 hours of finalization. The bill has since been amended to require a local agency to create and maintain a policy for notifying a successful bidder and the unsuccessful bidders of the selection and approval of the bid within a reasonable timeframe. This policy is required to be posted with the initial bid posting.*(updated 4.26.19)*

ACA 1 (Aguilar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.

Introduced: 12/3/2018

Last Amend: 3/18/2019

Status: 5/20/2019-Action From APPR. SUSPENSE FILE: Read second time.To THIRD READING.

Location: 5/20/2019-A. THIRD READING

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

Position	Assigned	Subject Area
Support 1	ATannehill	Revenue

Memo

CSDA SUMMARY: ACA 1 Version 03.18.19 provides for a new 55% voter threshold for local agencies to pass special taxes for certain infrastructure and housing projects. It also provides the same threshold for local governments to pass General Obligation bonds for the same infrastructure and housing projects. There are strict accountability measures attached to these new mechanisms. CSDA requested to be added to the bond portion and submitted draft amendments, which were accepted and amended into the measure 03.18.2019

This is a Constitutional Amendment and will require a 2/3rds majority vote in each house of the legislature as well as a vote of the people in 2020 to take affect.
(updated 5.15.19)

ACR 89 (Cooley D) Special Districts Week.

Introduced: 5/6/2019

Status: 5/16/2019-Referred to Com. on RLS.

Location: 5/16/2019-A. RLS.

Summary: This measure proclaims September 22, 2019, to September 28, 2019, to be Special Districts Week.

Position	Assigned	Subject Area
Sponsor	ATannehill	Parks, Cemeteries, Open Space, and

Memo

CSDA SUMMARY: This non-binding resolution proclaims the week of September 22, 2019, to September 28, 2019 to be "Special Districts Week". This week happens to be CSDA's 50th annual conference. recognizes the important historical role that special districts play in service and infrastructure delivery.

(updates 5.15.2019)

AJR 8 (Quirk D) Invasive species: federal Nutria Eradication and Control Act of 2003.

Introduced: 2/15/2019

Status: 5/16/2019-Re-referred to Com. on N.R. & W.

Location: 5/16/2019-S. N.R. & W.

Summary: Would urge the United States Congress to specifically add California to the Nutria Eradication and Control Act of 2003 and to authorize an appropriation of \$4,000,000 to help the state implement a nutria eradication program.

Position	Assigned	Subject Area
Support 3	RGervase	Environment

Memo

CSDA SUMMARY: Would urge the United States Congress to specifically add California to the Nutria Eradication and Control Act of 2003 and to authorize an appropriation of \$4,000,000 to help the state implement a nutria eradication program. *(updated 3.21.19)*

SB 5 (Beall D) Affordable Housing and Community Development Investment Program.

Introduced: 12/3/2018

Last Amend: 4/23/2019

Status: 5/16/2019-VOTE: Do pass as amended (PASS)

Location: 4/29/2019-S. APPR. SUSPENSE FILE

Summary: Would establish in state government the Affordable Housing and Community Development Investment Program, which would be administered by the Affordable Housing and Community Development Investment Committee. The bill would authorize a city, county, city and county, joint powers agency, enhanced infrastructure financing district, affordable housing authority, community revitalization and investment authority, transit village development district, or a combination of those entities, to apply to the Affordable Housing and Community Development Investment Committee to participate in the program and would authorize the committee to approve or deny plans for projects meeting specific criteria.

Position	Assigned	Subject Area
Watch	ATannehill	Revenue

Memo

CSDA SUMMARY: This measure creates a new housing and infrastructure financing entity called an affordable housing and community development investment agency. It also creates the Affordable Housing and Community Development Investment Program, which would be administered by the proposed Affordable Housing and Community Development Investment Committee.

The proposed affordable housing and community development investment agency can be formed by cities, counties and special districts.

It would authorize many local entities such as the one created by this measure, as well as EIFD's and JPA's to apply to to participate in the program created by this measure to fund housing development and related infrastructure.

The program is voluntary and uses property tax monies that are paid into the Educational Revenue Augmentation Fund (ERAF) to leverage dollars for certain projects and taxing entities who voluntarily commit to using their own revenues and/or tax increment. There is a cap for the amount that can be approved annually.

Qualified Special districts (those that have property tax authority) may participate in the creation of this new entity by entering into a joint powers agreement with other local entities.

This summary reflects the most recent version of 4.23.19

(updated 4.26.19)

SB 13 (Wieckowski D) Accessory dwelling units.

Introduced: 12/3/2018

Last Amend: 5/17/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-S. THIRD READING

Summary: Would authorize the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling use. The bill would also revise the requirements for an accessory dwelling unit by providing that the accessory dwelling unit may be attached to, or located within, an attached garage, storage area, or other structure, and that it does not exceed a specified amount of total floor area.

Position	Assigned	Subject Area
Oppose 1	RGervase	Public Works and Facilities

Memo

CSDA SUMMARY: Expands ministerial approval of ADUs to units not in a zone for single family use. Ministerially approved ADUs are not subject to connection or capacity charges. The word "substantially" is added to the ministerial approval of ADUs. That is, if an ADU is "substantially" within the existing space of a single-family residence or accessory structure, it must be ministerially approved. Prohibits impact fees on ADUs below 750 square feet, and limits them for larger ADUs. For ADUs over 750 square feet only 25 percent of the impact fees otherwise charged for a new single-family dwelling on the same lot may be charged. *(updated 4.26.19)*

SB 15

(Portantino D) Property tax revenue allocations: Local-State Sustainable Investment Program.

Introduced: 12/3/2018

Last Amend: 4/24/2019

Status: 5/16/2019-May 16 hearing: Held in committee and under submission.

Location: 5/13/2019-S. APPR. SUSPENSE FILE

Summary: Would establish the Local-State Sustainable Investment Program, which would be administered by the Department of Finance. The bill would authorize a city, a county, or a specified joint powers agency that meets specified eligibility criteria to apply to the Department of Finance for funding for projects that further certain purposes, including increasing the availability of affordable housing. The bill would require that funding under the program be provided by an allocation of ad valorem property tax revenues, as provided, and would limit the amount of funding approved under the program to \$200,000,000 per fiscal year and \$1,000,000,000 total.

Position	Assigned	Subject Area
Neutral	ATannehill	Revenue

Memo

CSDA SUMMARY: Would have required a county auditor to decrease the amount of ad valorem property tax revenue that is allocated to the county Educational Revenue Augmentation Fund (ERAF) to instead be allocated to RDA the successor agencies for affordable housing.

Bill was amended April 08 to create the local-state sustainable investment program. Special districts can participate indirectly by way of membership in a joint powers authority or enhanced infrastructure finance district and by committing revenues voluntarily, including tax increment, in order to gain access to ERAF dollars for certain housing and infrastructure projects. *(updated 5.15.19)*

SB 50

(Wiener D) Planning and zoning: housing development: incentives.

Introduced: 12/3/2018

Last Amend: 5/1/2019

Status: 5/16/2019-May 16 hearing: Held in committee and under submission.

Location: 5/13/2019-S. APPR. SUSPENSE FILE

Summary: Would authorize a development proponent of a neighborhood multifamily project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a "neighborhood multifamily project" to mean a project to construct a multifamily structure on vacant land, or to convert an existing structure that does not require substantial exterior alteration into a multifamily structure, consisting of up to 4 residential dwelling units and that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019.

Position	Assigned	Subject Area
Watch	RGervase	Revenue

Memo

CSDA SUMMARY: SB 50 requires local governments to provide a specified "equitable communities incentive" to developers that construct residential developments in "jobs-rich" and "transit-rich" areas, which may include certain exceptions to requirements for zoning, density, parking, height restrictions, and floor area ratios. *(updated 5.17.19)*

SB 128

(Beall D) Enhanced infrastructure financing districts: bonds: issuance.

Introduced: 1/10/2019

Last Amend: 3/21/2019

Status: 5/2/2019-Referred to Com. on L. GOV.

Location: 5/2/2019-A. L. GOV.

Summary: Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district, with a governing body referred to as a public financing authority, to finance public capital facilities or other specified projects of communitywide significance. Current law requires a public financing authority to adopt an infrastructure financing plan and hold a public hearing on the plan, as specified. Current law authorizes the public financing authority to issue bonds for these purposes upon approval by 55% of the voters voting on a proposal to issue the bonds. Current law requires the proposal submitted to the voters by the public financing authority and the resolution for the issuance of bonds following approval by the voters to include specified information regarding the bond issuance. This bill would instead authorize the public financing authority to issue bonds for these purposes without submitting a proposal to the voters.

Position

Support 3

Assigned

ATannehill

Subject Area

Revenue

Memo

CSDA SUMMARY: This measure will remove the requirement that Enhanced Infrastructure Finance Districts (EIFDs) go to the voters to bond against their tax increment. The current threshold is 55 percent. Instead there is a public protest process regarding the agency's financing plan that could overturn the plan (50+1 of affected adults protesting) or force an election (25% of affected adults protesting). This measure may end up being duplicative of the Governor's plan to incentivize use of EIFDs rather than use traditional RDAs to fund housing programs and projects.
(updated 05.15.19)

SB 134

(Hertzberg D) Water conservation: water losses: enforcement.

Introduced: 1/15/2019

Last Amend: 5/8/2019

Status: 5/13/2019-Read third time. Passed. (Ayes 37. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Location: 5/13/2019-A. DESK

Summary: Current law requires the State Water Resources Control Board, no earlier than January 1, 2019, and no later than July 1, 2020, to adopt rules requiring urban retail water suppliers to meet performance standards for the volume of water losses. This bill would prohibit the board from issuing an information order, written notice, or conservation order to an urban retail water supplier that does not meet its urban water use objective if the board determines the urban retail water supplier is not meeting its urban water use objective solely because the volume of water loss exceeds the urban retail water supplier's standard for water loss and the board is taking enforcement action against the urban retail water supplier for not meeting the performance standards for the volume of water losses.

Position

Support 3

Assigned

RGervase

Subject Area

Water,
Wastewater,
and
Conservation

Memo

CSDA SUMMARY: This bill would prohibit the board from issuing an information order, written notice, or conservation order to an urban retail water supplier that does not meet its urban water use objective if the board determines the urban retail water supplier is not meeting its urban water use objective solely because the volume of water loss exceeds the urban retail water supplier's standard for water loss and the board is taking enforcement action against the urban retail water supplier for not meeting the performance standards for the volume of water losses. (updated 5.15.19)

SB 142

(Wiener D) Employees: lactation accommodation.

Introduced: 1/18/2019

Last Amend: 4/30/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 4. Noes 2.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: Would require the California Building Standards Commission to develop and propose for adoption building standards for the installation of lactation space for employees using the Lactation in the Workplace Ordinance adopted in the San Francisco Police Code as the starting point and amending those standards as necessary.

Position

Oppose 3

Assigned

DGibbons

Subject Area

Human
Resources
and

Memo

CSDA SUMMARY: Requires the California Building Standards Commission to develop and propose for adoption new lactation accommodation standards. The Commission shall use the current San Francisco standards as the starting point. The San Francisco standards requires, that among other provisions, employers shall provide accommodations that include: (A) a door that can be locked from the inside, (B) at least one electrical outlet, (C) a washable, comfortable chair, (D) a surface on which to place a pump or personal belongings such as a table or shelf, (E) adequate lighting, (F) the ability to add a partition to the room to accommodate multiple Employees simultaneously, (G) a refrigerator for storage of breast milk, (H) a sink with running water, (I) a hospital-grade electric breast pump or pumps, (J) a full length mirror, (K) a microwave, (L) lockers or a place to store belongings, and (M) the hygiene standards of the room shall be on par with a location suitable for the preparation or storage of food. There should be a permanent sign outside the room or on the door indicating that it is a Lactation Location. *(updated 5.15.19)*

SB 190

(Dodd D) Fire safety: building standards: defensible space program.

Introduced: 1/30/2019

Last Amend: 4/30/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 6. Noes 0.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: Would require the Office of the State Fire Marshal to develop, in consultation with representatives from local, state, and federal fire services, local government, building officials, utility companies, the building industry, insurers and insurance research organizations, and the environmental community, a model defensible space program to be made available for use by a city, county, or city and county in the enforcement of the defensible space provisions. The bill would set forth required components of the program.

Position	Assigned	Subject Area
Support 3	DGibbons	Health and Safety, Public Works and Facilities

Memo

CSDA SUMMARY: Requires the State Fire Marshal (SFM) to develop a model defensible space program, as specified and would require the SFM to develop a Wildland-Urban Interface (WUI) Fire Safety Building Standards Compliance training manual. *(updated 5.15.19)*

SB 200

(Monning D) Safe and Affordable Drinking Water Fund.

Introduced: 1/31/2019

Last Amend: 5/17/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-S. THIRD READING

Summary: Would establish the Safe and Affordable Drinking Water Fund in the State Treasury to help water systems provide an adequate and affordable supply of safe drinking water in both the near and the long term. The bill would authorize the board to provide for the deposit into the fund of federal contributions, voluntary contributions, gifts, grants, and bequests and would provide that moneys in the fund are available, upon appropriation by the Legislature, to the board to fund grants, loans, contracts, or services to assist eligible recipients.

Position	Assigned	Subject Area
Watch	RGervase	Water, Wastewater, and Conservation

Memo

CSDA SUMMARY: SB 200 is a spot bill that creates a Safe and Affordable Drinking Water Fund that will fund projects to secure access to safe drinking water for all Californians. At this time, the bill does not specify a funding source for the Fund.

CSDA previously opposed SB 623 (Monning, 2017) which would have established a monthly surcharge on user water bills to fund safe and affordable drinking water projects. SB 623 died on the Assembly Floor. *(updated 2.19.19)*

SB 210

(Leyva D) Heavy-Duty Vehicle Inspection and Maintenance Program.

Introduced: 2/4/2019

Last Amend: 4/25/2019

Status: 5/16/2019-May 16 hearing: Placed on APPR. suspense file.

Location: 5/16/2019-S. APPR. SUSPENSE FILE

Summary: Current law requires the State Air Resources Board, in consultation with the Bureau of Automotive Repair and a specified review committee, to adopt regulations requiring owners or operators of heavy-duty diesel motor vehicles to perform regular inspections of their vehicles for excessive emissions of smoke. Current law requires the state board, in consultation with the State Energy Resources Conservation and Development Commission, to adopt regulations requiring heavy-duty diesel motor vehicles to use emission control equipment and alternative fuels. This bill would require the state board, in consultation with the bureau and other specified entities, to implement a pilot program that develops and demonstrates technologies that show potential for readily bringing heavy-duty vehicles into an inspection and maintenance program.

Position	Assigned	Subject Area
Oppose unless Amended 2	RGervase	Environment

Memo

CSDA SUMMARY: This bill directs the California Air Resources Board (ARB) to work in coordination with multiple state agencies in order to develop and implement a Heavy-Duty Inspection and Maintenance Program for non-gasoline, heavy-duty, on-road trucks.

(updated 5.15.19)

SB 241

(Moorlach R) Personal Income Tax: California Voluntary Contribution Program.

Introduced: 2/11/2019

Last Amend: 4/29/2019

Status: 5/16/2019-May 16 hearing: Held in committee and under submission.

Location: 5/13/2019-S. APPR. SUSPENSE FILE

Summary: Current law contains administrative provisions generally applicable to a new or extended voluntary tax contribution. Current law provides for various voluntary contribution funds to be listed on the personal income tax return, including the California Firefighters' Memorial Fund and the California Peace Officer Memorial Foundation Fund, which are both repealed on January 1, 2021, except as otherwise provided. This bill would remove the repeal dates for the California Firefighters' Memorial Fund and the California Peace Officer Memorial Foundation Fund, thereby allowing those voluntary contribution funds to be listed on the personal income tax return indefinitely.

Position	Assigned	Subject Area
Neutral	DGibbons	Governance

Memo

CSDA SUMMARY: This bill that previously dealt with Joint Powers Authority agreements was gutted and amended and now deals with voluntary tax check-offs on personal income tax returns. *(updated 4.24.19)*

SB 266

(Leyva D) Public Employees' Retirement System: disallowed compensation: benefit adjustments.

Introduced: 2/12/2019

Last Amend: 5/17/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-S. THIRD READING

Summary: Would establish new procedures under PERL for cases in which PERS determines that the benefits of a member or annuitant are, or would be, based on compensation that conflicts with PEPRA and other specified laws and thus impermissible under PERL. The bill would also apply these procedures retroactively to determinations made on or after January 1, 2017, if an appeal has been filed and the employee member, survivor, or beneficiary has not exhausted their administrative or legal remedies.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Requires employers who entered into a Memorandum of Understanding (MOU) with an employee bargaining unit, and if what was agreed upon in the MOU that was considered pensionable compensation for the employees is ultimately determined by the pension system to not qualify as a pensionable benefit, and the employee retires, then the employer would make direct payments to the retiree in amount disallowed by the pension system. *(updated 2.17.19)*

SB 287

(Nielsen R) Commission on State Mandates: test claims: filing date.

Introduced: 2/13/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 6. Noes 0.) (May 16). Read second time. Ordered

to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: Under the California Constitution, whenever the Legislature or a state agency mandates a new program or higher level of service on any local government, including school districts, the state is required to provide a subvention of funds to reimburse the local government, with specified exceptions. Current law requires a local agency or school district text claim to be filed not later than 12 months following the effective date of a statute or executive order, or within 12 months of incurring increased costs as a result of a statute or executive order, whichever is later. This bill would specify that for purposes of filing a test claim based on the date of incurring increased costs, "within 12 months" means by June 30 of the fiscal year following the fiscal year in which increased costs were first incurred by the test claimant.

Position
Sponsor

Assigned
DGibbons

Subject Area
Governance

Memo

CSDA Summary: A CSDA sponsored bill, this would align the test claim filing period at the Commission on State Mandates (COSM) with the fiscal year rather than the calendar year. Recent regulatory changes at the COSM were changed to have the test claim filing deadline to track with the calendar year to align with the Government Code, even though the filing time that tracked with the fiscal year had been out of compliance with the Government code for over a decade. the change resulted in a six-month reduction in filing time for agencies to submit an accurate claim to the COSM. This bill changes the Government Code so that claims shall be filed not later than 12 months following the effective date of a statute or executive order, or within 12 months of incurring increased costs as a result of a statute or executive order, whichever is later. For purposes of filing a test claim based on the date of incurring increased costs, "within 12 months" means by June 30 of the fiscal year following the fiscal year in which increased costs were first incurred by the test claimant. By changing the Government Code the COSM will need to change their regulations as well. (updated 2.14.19)

SB 307

(Roth D) Water conveyance: use of facility with unused capacity.

Introduced: 2/15/2019

Last Amend: 4/30/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 4. Noes 2.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: Current law prohibits the state or a regional or local public agency from denying a bona fide transferor of water from using a water conveyance facility that has unused capacity for the period of time for which that capacity is available, if fair compensation is paid for that use and other requirements are met. This bill would, notwithstanding that provision, prohibit a transferor of water from using a water conveyance facility that has unused capacity to transfer water from a groundwater basin underlying desert lands, as defined, that is in the vicinity of specified federal lands or state lands to outside of the groundwater basin unless the State Lands Commission, in consultation with the Department of Fish and Wildlife and the Department of Water Resources, finds that the transfer of the water will not adversely affect the natural or cultural resources of those federal or state lands, as provided.

Position
Oppose 3

Assigned
RGervase

Subject Area
Water,
Wastewater,
and
Conservation

Memo

CSDA SUMMARY: SB 307 would prohibit a transferor of water from using a water conveyance facility that has unused capacity to transfer water from a groundwater basin as specified, unless the State Lands Commission, in consultation with the Department of Fish and Wildlife, finds that the transfer of the water will not adversely affect the natural or cultural resources, including groundwater resources or habitat, of those federal and state lands.

For this prohibition to apply, the groundwater basin must underlie desert lands that are in the vicinity of a national monument, a national preserve, a national park, a state or federal wilderness area, or state lands.

"Desert lands" are defined as the portion of California located south of Interstate 15, east of State Highway 247, north of State Highway 62, west of Interstate 95, and west of the Nevada state line between Interstate 95 and Interstate 15. The only known project that this bill would affect is the Cadiz Water Project. This bill is substantially similar to AB 1000 (Friedman) of 2017 which died on the Assembly Floor. CSDA was opposed to AB 1000. (updated 5.15.19)

SB 332

(Hertzberg D) Wastewater treatment: recycled water.

Introduced: 2/19/2019

Last Amend: 4/30/2019

Status: 5/16/2019-May 16 hearing: Held in committee and under submission.

Location: 5/13/2019-S. APPR. SUSPENSE FILE

Summary: Would declare, except in compliance with the bill's provisions, that the discharge of treated wastewater from ocean outfalls is a waste and unreasonable use of water. The bill would require each wastewater treatment facility that discharges through an ocean outfall and affiliated water suppliers to reduce the facility's annual flow as compared to the average annual wastewater discharge baseline volume, as prescribed, by at least 50% on or before January 1, 2030, and by at least 95% on or before January 1, 2040. The bill would subject the owner or operator of a wastewater treatment facility, as well as the affiliated water suppliers, to a civil penalty of \$2,000 per acre-foot of water above the required reduction in overall volume discharge for the failure to meet these deadlines.

Position	Assigned	Subject Area
Oppose 3	RGervase	Water, Wastewater, and Conservation

Memo

CSDA SUMMARY: Declares that the discharge of treated wastewater from ocean outfalls is a waste and unreasonable use of water. The bill requires each wastewater treatment facility and affiliated water suppliers that discharge to the ocean outfall to reduce the facility's annual flow by at least 50% by January 1, 2030, and by at least 95% by January 1, 2040. The bill would subject the owner or operator of a wastewater treatment facility, as well as the affiliated water suppliers, to a civil penalty of \$2,000 per acre-foot of water above the required reduction for the failure to meet these deadlines. CSDA opposed a similar measure in 2015.

(updated 5.15.19)

SB 341 (Morrell R) Public employment and retirement.

Introduced: 2/19/2019

Status: 3/27/2019-March 27 set for first hearing. Failed passage in committee. (Ayes 1. Noes 3.) Reconsideration granted.

Location: 3/27/2019-S. L., P.E. & R.

Summary: Would require the Board of Administration of the Public Employees' Retirement System to report a calculation of liabilities based on a discount rate equal to the yield on a 10-year United States Treasury note in the year prior to the report. The bill would require the Teachers' Retirement Board to provide a description of the discount rate the board uses for reporting liabilities, a calculation of liabilities based on a discount rate that is 2% below the long-term rate of return assumed by the board, and a calculation of liabilities based on a discount rate equal to the yield on a 10-year United States Treasury note in the year prior to the report.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: Existing law requires CalPERS and CalSTRS to annually report on investment returns and assumptions to the Legislature. This bill requires additional reporting by requiring CalPERS to report a calculation of liabilities based on a discount rate equal to the yield on a 10-year United States Treasury note in the year prior to the report. The bill would also require CalSTRS to provide a description of the discount rate the board uses for reporting liabilities, a calculation of liabilities based on a discount rate that is 2% below the long-term rate of return assumed by the board, and a calculation of liabilities based on a discount rate equal to the yield on a 10-year United States Treasury note in the year prior to the report. *(updated 3.15.19)*

SB 379 (Committee on Governance and Finance) Validations.

Introduced: 2/20/2019

Status: 5/2/2019-Referred to Com. on L. GOV.

Location: 5/2/2019-A. L. GOV.

Summary: This bill would enact the First Validating Act of 2019, which would validate the organization, boundaries, acts, proceedings, and bonds of the state and counties, cities, and specified districts, agencies, and entities.

Position	Assigned	Subject Area
Support 3	Mustafa	Governance

Memo

CSDA SUMMARY: This bill would enact the First Validating Act of 2019, which would validate the

organization, boundaries, acts, proceedings, and bonds of the state and counties, cities, and specified districts, agencies, and entities. CSDA supports three bills related to this every year. (updated 3.12.19)

SB 380

(Committee on Governance and Finance) Validations.

Introduced: 2/20/2019

Status: 5/2/2019-Referred to Com. on L. GOV.

Location: 5/2/2019-A. L. GOV.

Summary: This bill would enact the Second Validating Act of 2019, which would validate the organization, boundaries, acts, proceedings, and bonds of the state and counties, cities, and specified districts, agencies, and entities.

Position	Assigned	Subject Area
Support 3	Mustafa	Governance

Memo

CSDA SUMMARY: This bill would enact the Second Validating Act of 2019, which would validate the organization, boundaries, acts, proceedings, and bonds of the state and counties, cities, and specified districts, agencies, and entities. CSDA supports every year. (updated 3.12.19)

SB 381

(Committee on Governance and Finance) Validations.

Introduced: 2/20/2019

Status: 5/2/2019-Referred to Com. on L. GOV.

Location: 5/2/2019-A. L. GOV.

Summary: This bill would enact the Third Validating Act of 2019, which would validate the organization, boundaries, acts, proceedings, and bonds of the state and counties, cities, and specified districts, agencies, and entities.

Position	Assigned	Subject Area
Support 3	Mustafa	Governance

Memo

CSDA SUMMARY: This bill would enact the Third Validating Act of 2019, which would validate the organization, boundaries, acts, proceedings, and bonds of the state and counties, cities, and specified districts, agencies, and entities. CSDA supports every year. (updated 3.12.19)

SB 387

(Wilk R) Santa Clarita Valley Water Agency: board of directors.

Introduced: 2/20/2019

Last Amend: 5/1/2019

Status: 5/14/2019-Read second time. Ordered to third reading.

Location: 5/14/2019-S. THIRD READING

Summary: Current law establishes the Santa Clarita Valley Water Agency as the successor to 2 former water districts, and provides that it is governed by a board of directors initially composed of 15 members, 14 of whom are members of the governing boards of those 2 former water districts. This bill would require the board of directors to appoint a successor if there will be fewer than 3 members representing the electoral division in which the vacancy occurs.

Position	Assigned	Subject Area
Support 3	DGibbons	Governance

Memo

CSDA SUMMARY: This bill is sponsored by the Santa Clarita Valley Water Authority. Existing law requires the Santa Clarita Valley Water Agency Board of Directors to reduce its membership total from 15 to 9 board members. The current law requires consolidation of districts at the next election. This measure would allow the Board of Directors to eliminate a board position if there is a vacancy prior to the next election. It also establishes a methodology to fairly establish which seats get 2 and 4 year terms if this authority is exercised. (updated 5.15.19)

SB 413

(Rubio D) San Gabriel Basin Water Quality Authority.

Introduced: 2/20/2019

Last Amend: 4/4/2019

Status: 5/16/2019-Referred to Coms. on E.S. & T.M. and L. GOV.

Location: 5/16/2019-A. E.S. & T.M.

Summary: The San Gabriel Basin Water Quality Authority Act establishes the San Gabriel Water Basin Quality Authority, until July 1, 2030, and authorizes it to plan, finance, and implement groundwater remediation activities, as prescribed. The act requires the board of the authority to be composed of members and their alternates, as specified, generally with terms of office of 4 years. The act specifies the procedures for filling a vacancy in an office. This bill would require the terms of a member or alternate for a city with pumping rights elected in 2016 to expire January 1, 2022, and the terms of a member or alternate for a city without pumping rights elected in 2018 to expire on January 1, 2024, as prescribed.

Position
Support 3

Assigned
DGibbons

Subject Area
Governance

Memo

CSDA SUMMARY: Due to recent changes, local city council elections now occur at the same time as elections to the San Gabriel Water Quality Authority (SGBWQA) board. Absent SB 413, this situation would require a costly special election to fill the SGBWQA board position. This bill addresses this problem by shifting the SGBWQA board election schedule to odd-numbered years. The bill also reduces unnecessary staff work and expenses for the SGBWQA by consolidating two duplicative reports into a single report that the Authority would deliver annually to the State Water Resources Control Board and the Los Angeles Regional Water Quality Control Board. The new report would continue to include all of the information currently being unnecessarily duplicated in two reports. *(updated 5.15.19)*

SB 414

(Caballero D) Small System Water Authority Act of 2019.

Introduced: 2/20/2019

Last Amend: 5/17/2019

Status: 5/20/2019-Action From SECOND READING: Read second time.To THIRD READING.

Location: 5/20/2019-S. THIRD READING

Summary: Would create the Small System Water Authority Act of 2019 and state legislative findings and declarations relating to authorizing the creation of small system water authorities that will have powers to absorb, improve, and competently operate noncompliant public water systems. The bill, no later than March 1, 2020, would require the state board to provide written notice to cure to all public agencies, private water companies, or mutual water companies that operate a public water system that has either less than 3,000 service connections or that serves less than 10,000 people, and are not in compliance, for the period from July 1, 2018, through December 31, 2019, with one or more state or federal primary drinking water standard maximum contaminant levels, as specified.

Position
Support 3

Assigned
RGervase

Subject Area
Water,
Wastewater,
and
Conservation

Memo

CSDA SUMMARY: Creates the Small System Water Authority Act, which would allow Local Agency Formation Commissions in concert with the State Water Resources Board to consolidate clusters of small water systems that have chronically failed to provide safe and affordable drinking to their customers. These small, failing systems would be reformed into a single Small System Water Authority, benefiting from economies of scale and improved governance and accountability. SB 414 is substantially similar to AB 2050 (Caballero, 2018), which CSDA supported. AB 2050 was vetoed by the Governor. *(updated 5.15.19)*

SB 416

(Hueso D) Employment: workers' compensation.

Introduced: 2/20/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 4. Noes 2.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: Current law designates illnesses and conditions that constitute a compensable injury for various employees, such as California Highway Patrol members, firefighters, and certain peace officers. These injuries include, but are not limited to, hernia, pneumonia, heart trouble, cancer, meningitis, and exposure to biochemical substances, when the illness or condition develops or manifests itself during a period when the officer or employee is in service of the employer, as specified. This bill would expand the coverage of the above provisions relating to compensable injuries, to include all persons defined as peace officers under certain provisions of law, except as specified.

Position
Oppose 3

Assigned
DGibbons

Subject Area
Human
Resources
and
Personnel

Memo

CSDA SUMMARY: Expands the rebuttable presumption for workers' compensation purposes from police officers and firefighters to all peace officers, regardless of position. Opposes by the California Coalition on Workers' Compensation. *(3.15.19)*

SB 487

(Caballero D) Department of Water Resources: aerial snow survey.

Introduced: 2/21/2019

Last Amend: 5/17/2019

Status: 5/17/2019-From committee: Do pass as amended. (Ayes 6. Noes 0.) (May 16). Read second time and amended. Ordered to second reading.

Location: 5/17/2019-S. SECOND READING

Summary: Would require, to the extent an appropriation is made for these purposes, the Department of Water Resources' California snow survey program to conduct aerial surveys of the snowpack in the Trinity Alps and Sierra Nevada Mountains, including hydrologic areas that drain or supply water to certain major reservoirs and lakes. The bill would require the department to collect the aerial survey data up to 10 times per year in each hydrologic area and to summarize and make publicly available the data obtained and digital products used to produce runoff forecasts, as specified.

Position	Assigned	Subject Area
Support 3	RGervase	Environment

Memo

CSDA SUMMARY: SB 487 requires the Department of Water Resources' California snow survey program to conduct aerial surveys of the snowpack in the Trinity Alps and Sierra Nevada Mountains up to 10 times per year in each hydrologic area and to summarize and make publicly available the data obtained and digital products used to produce runoff forecasts. *(updated 3.18.19)*

SB 518 (Wieckowski D) Public records: disclosure: court costs and attorney's fees.

Introduced: 2/21/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 4. Noes 2.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: The California Public Records Act, when it appears to a superior court that certain public records are being improperly withheld from a member of the public, requires the court to order the officer or person charged with withholding the records to disclose the public record or show cause why that officer or person should not do so. The act requires the court to award court costs and reasonable attorney's fees to the plaintiff if the plaintiff prevails in litigation filed pursuant to these provisions, and requires the court to award court costs and reasonable attorney's fees to the public agency if the court finds that the plaintiff's case is clearly frivolous. This bill, for purposes of the award of court costs and reasonable attorney's fees pursuant to the above provisions, would specifically notwithstanding a provision of existing law that prescribes the withholding or augmentation of costs if an offer is made before judgment or award in a trial or arbitration.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Governance

Memo

CSDA SUMMARY: Eliminates the negative impacts for plaintiffs involved in a California Public Records Act lawsuit that do not accept the terms of a pre-trial settlement offer, and do not prevail in court at a level greater than the pre-trial offer (CPC 998). *(updated 2.27.18)*

SB 532 (Portantino D) Redevelopment: City of Glendale: bond proceeds: affordable housing.

Introduced: 2/21/2019

Last Amend: 4/24/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 5. Noes 1.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: Current law requires remaining bond proceeds that cannot be spent pursuant to specified requirements of any successor agency that has been issued a finding of completion to be used at the earliest possible date to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation. This bill, notwithstanding the requirement that the remaining bond proceeds be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation, would authorize the successor agency in the City of Glendale to use the remaining bond proceeds for the purposes predevelopment, development, acquisition, rehabilitation, and preservation of affordable housing, as defined.

Position	Assigned	Subject Area
Neutral	ATannehill	Revenue

Memo

CSDA SUMMARY: This would have authorized all redevelopment successor agency to use remaining bond proceeds for affordable housing, instead of cancelling outstanding bonds.

Author agreed in Senate Governance and Finance committee to limit the measure to only the city of Glendale, only for 100% affordable units and other narrowing and limiting changes. Those changes went into print on 04.24 .
(updated 5.15.19)

SB 542 (Stern D) Workers' compensation.

Introduced: 2/22/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 5. Noes 0.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: Would provide that in the case of certain state and local firefighting personnel and peace officers, the term "injury" also includes a mental health condition or mental disability that results in a diagnosis of post-traumatic stress or mental health disorder that develops or manifests itself during a period in which the firefighting member or peace officer is in the service of the department or unit. These provisions would apply to claims for benefits filed or pending on or after January 1, 2017.

Position	Assigned	Subject Area
Oppose 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: This bill, retroactive to 2017, applies a workers' compensation rebuttable presumption that PTSD suffered by a police officer or firefighter is a work related injury. (*updated 3.15.19*)

SB 669 (Caballero D) Water quality: Safe Drinking Water Fund.

Introduced: 2/22/2019

Status: 5/16/2019-May 16 hearing: Held in committee and under submission.

Location: 5/13/2019-S. APPR. SUSPENSE FILE

Summary: Would establish the Safe Drinking Water Fund in the State Treasury and would provide that moneys in the fund are continuously appropriated to the State Water Resources Control Board. The bill would require the state board to administer the fund to assist community water systems in disadvantaged communities that are chronically noncompliant relative to the federal and state drinking water standards and do not have the financial capacity to pay for operation and maintenance costs to comply with those standards, as specified.

Position	Assigned	Subject Area
Support 3	RGervase	Water, Wastewater, and Conservation

Memo

CSDA SUMMARY: Creates the Safe and Affordable Drinking Water Fund to fund projects that expand access to safe drinking water in disadvantaged communities around the state. SB 669 proposes to fund these projects with interest generated by the Safe and Affordable Drinking Water Fund, which would also be created by the bill. At this time, SB 669 does not specify the initial investment in the Trust Fund. (*updated 2.27.19*)

SB 731 (Bradford D) Workers' compensation: risk factors.

Introduced: 2/22/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 6. Noes 0.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: Current law requires a physician who prepares a report addressing the issue of permanent disability due to an industrial injury to address the cause of the permanent disability in the report, including what approximate percentage of the permanent disability was caused by other factors before and after the industrial injury, if the physician is able to make an apportionment determination. This bill would prohibit consideration of race, religious creed, color, national origin, age, gender, marital status, sex, sexual identity, sexual orientation, or genetic characteristics to determine the approximate percentage of the permanent disability caused by other factors.

Position	Assigned	Subject Area
Support if Amended 3	DGibbons	Human Resources and Personnel

Memo

CSDA SUMMARY: This is a workers' compensation bill that prohibits consideration of race, religious creed, color, national origin, age, gender, marital status, sex, sexual identity, sexual orientation, or genetic characteristics, for the purposes of apportionment of permanent disability.

Suggested amendments would: Insert language previously included in SB 899 (Pan, 2018) to further clarify existing law, which prohibits discrimination in providing workers' compensation benefits. The language would ensure that any apportionment that involves race, religious creed, color, national origin, age, gender, marital status, sex, sexual identity, sexual orientation, or genetic characteristics is not done on those bases, considering what someone may have, but rather on specific diagnosable pathology or factors they actually have. (*updated 4.12.19*)

SB 749

(Durazo D) California Public Records Act: trade secrets.

Introduced: 2/22/2019

Last Amend: 4/29/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 4. Noes 2.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: Would provide that records relating to wages, benefits, working hours, and other employment terms and conditions of employees working for a private industry employer pursuant to a contract with a state or local agency shall not be deemed to be trade secrets under the act. The bill would also provide that records of compliance with local, state, or federal domestic content requirements and records of a private industry employer's compliance with job creation, job quality, or job retention obligations contained in a contract or agreement with a state or local agency shall not be deemed trade secrets under the act.

Position

Oppose 3

Assigned

DGibbons

Subject Area

Governance

Memo

CSDA SUMMARY: This bill provides that records relating to wages, benefits, working hours, and other employment terms and conditions of employees working for a private industry employer pursuant to a contract with a state or local agency shall not be deemed to be trade secrets under the California Public Records Act. This bill was amended to remove the section that was related to Reverse Public Records Act actions. (updated 5.15.19)

SB 778

(Committee on Labor, Public Employment and Retirement) Employers: sexual harassment training: requirements.

Introduced: 2/26/2019

Last Amend: 4/22/2019

Status: 5/16/2019-Referred to Com. on L. & E.

Location: 5/16/2019-A. L. & E.

Summary: Current law, by January 1, 2020, requires an employer with 5 or more employees to provide at least 2 hours of classroom or other effective interactive training and education regarding sexual harassment to all supervisory employees and at least 1 hour of classroom or other effective interactive training and education regarding sexual harassment to all nonsupervisory employees in California within 6 months of their assumption of a position. Current law also specifies that an employer who has provided this training to an employee after January 1, 2019, is not required to provide sexual harassment training and education by the January 1, 2020, deadline. This bill would require an employer with 5 or more employees to provide the above-described training and education by January 1, 2021, and thereafter once every 2 years.

Position

Support 3

Assigned

DGibbons

Subject Area

Human Resources and Personnel

Memo

CSDA SUMMARY: Fixes drafting errors in SB 1343 (Mitchell, 2018) related to required sexual harassment prevention training. Under AB 1343, as interpreted by the Department of Fair Employment and Housing, employees that receive sexual harassment prevention training in 2019, would be required to also receive the training in 2020. However the intent of the legislation was to allow employees to receive the training every two years. SB 778 corrects the drafting error to allow employees receiving training in 2019 to not be required to receive the training again until 2021. This bill includes an urgency clause and will become effective as soon as it is signed by the Governor. (updated 5.15.19)

SB 785

(Committee on Natural Resources and Water) Public resources: parklands, freshwater resources, and coastal resources: off-highway motor vehicles: public lands.

Introduced: 3/11/2019

Last Amend: 4/30/2019

Status: 5/16/2019-From committee: Do pass. (Ayes 6. Noes 0.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: Current law, until January 1, 2020, generally prohibits a person from possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water within the state, dreissenid mussels, and authorizes the Director of Fish and Wildlife or the director's designee to engage in various enforcement activities with regard to dreissenid mussels. Among those activities, current law authorizes the director to conduct inspections of waters of the state and facilities located within waters of the state that may contain dreissenid mussels and, if those mussels are detected or may be present, order the closure of the affected waters or facilities to conveyances or otherwise restrict access to the affected waters or facilities, with the concurrence of

the Secretary of the Natural Resources Agency. This bill would extend to January 1, 2030, the repeal date of those provisions.

Position	Assigned	Subject Area
Support 3	RGervase	Environment

Memo

CSDA SUMMARY: SB 785 is the Senate Natural Resources and Water Committee Omnibus bill. Relevant to special district, SB 785 extends the sunset of statute authorizing the Department of Fish and Game to conduct inspections and implement a Quagga mussel control plan. The sunset is extended from 2020 to 2030. Quagga mussels are an invasive species of mussel that attach themselves to water conveyance systems — pumps, pipes, dams, aqueducts, and fish hatcheries — and proliferate. They are extremely difficult and expensive to eradicate. (updated 5.15.19)

SCA 3

(Hill D) Property taxation: change in ownership: inheritance exclusion.

Introduced: 12/4/2018

Status: 5/16/2019-From committee: Be adopted. (Ayes 4. Noes 2.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: The California Constitution generally limits ad valorem taxes on real property to 1% of the full cash value of that property. For purposes of this limitation, "full cash value" is defined as the assessor's valuation of real property as shown on the 1975-76 tax bill under "full cash value" or, thereafter, the appraised value of that real property when purchased, newly constructed, or a change in ownership has occurred. The California Constitution specifies various transfers that are not deemed to be a "purchase" or "change in ownership" of a property for these purposes, including the purchase or transfer of a principal residence from parents to their children, or, under certain circumstances, from grandparents to their grandchildren, and the purchase or transfer of the first \$1,000,000 of the full cash value of all other real property transferred from parents or grandparents to their children or grandchildren. This measure would limit the above-decried \$1,000,000 exclusion for purchases or transfers of real property other than a principal residence to purchases or transfers of nonresidential real property.

Position	Assigned	Subject Area
Watch	ATannehill	Revenue

Memo

CSDA SUMMARY: The California Constitution specifies certain transfers of real property that are not deemed to be a "purchase" or "change in ownership" of a property for the purpose of reassessment of property value and therefore ad valorem property tax. These exceptions include the transfer of a principal residence to children or grandchildren up to the first \$1,000,000 of value. SCA 3 would limit this exclusion to those properties that the recipient uses as their actual principal residence, potentially dramatically increasing local property tax revenues. The LAO has estimated the total revenue to be \$1.5 Billion annually.

(updated 02.12.19)

SCA 4

(Galgiani D) The California Home Fairness and Primary Residence Act.

Introduced: 2/25/2019

Status: 3/20/2019-Referred to Coms. on GOV. & F. and E. & C.A.

Location: 3/20/2019-S. GOV. & F.

Summary: This measure, on and after January 1, 2021, would limit the exclusion for the purchase or transfer of a principal residence between parents and their children and between grandparents and their grandchild or grandchildren to instances in which the residence continues as the principal residence of the transferee. The measure would prescribe the method for calculating the new base year value of the principal residence of the transferee. The measure, commencing January 1, 2022, and each January 1 thereafter, would require the county assessor to adjust the amount of the exclusion, as specified.

Position	Assigned	Subject Area
Oppose 2	ATannehill	Revenue

Memo

CSDA SUMMARY: Would limit the exclusion for the purchase or transfer of a principal residence between parents and their children and between grandparents and their grandchild or grandchildren to instances in which the residence continues as the principal residence of the transferee. (revenue gain)

Would allow the base year value of property eligible for the homeowner's exemption of any person who is severely disabled or over 55 years of age to be transferred to any replacement dwelling, regardless of the number of prior transfers or the value of the replacement property or whether the replacement property is located within the same county. (revenue loss) (updated 5.15.2019)

SCA 5

(Hill D) Taxation: school districts: parcel tax.

Introduced: 2/27/2019

Last Amend: 4/22/2019

Status: 5/16/2019-From committee: Be adopted. (Ayes 4. Noes 2.) (May 16). Read second time. Ordered to third reading.

Location: 5/16/2019-S. THIRD READING

Summary: The California Constitution generally conditions the imposition of a special tax by a city, county, or special district, including a school district, upon the approval of 2/3 of the voters of the city, county, or special district voting on that tax. This bill would condition the imposition, extension, or increase of a parcel tax, as defined, by a school district or community college district upon the approval of 55% of its voters voting on the proposition, if the proposition meets specified requirements. The measure would also make conforming changes to related provisions.

Position

Watch

Assigned

ATannehill

Subject Area

Revenue

Memo

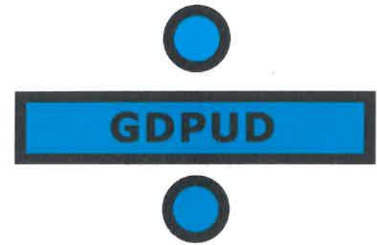
CSDA SUMMARY: SCA 5, if approved by the voters, would allow a school or community college district to impose, extend, or increase a parcel tax by 55 percent voter approval under specified circumstances.

(updated 5.16.2019)

Total Measures: 112

Total Tracking Forms: 112

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2019
AGENDA ITEM NO. 5.B.1.**



AGENDA SECTION: CONSENT CALENDAR

SUBJECT: CASH BALANCES – MAY 2019

PREPARED BY: Christina Cross, Management Analyst 

APPROVED BY: Steven Palmer, PE, General Manager 

BACKGROUND

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

DISCUSSION

The Cash Balance Report as of month ending May 31, 2019 shows the District's cash balances total \$10,081,895.90

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

El Dorado Savings Bank - Checking	91,182.77
El Dorado Savings Bank - Savings	2,814,086.44
Local Agency Investment Fund (LAIF)	7,176,626.69
	<u>\$ 10,081,895.90</u>

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

Restricted Cash:

Wells Fargo Debt Service Fund \$38,957.66

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

Fund	Beginning Balance	Cash In Cash Receipts	Accounts Payable	Payroll	Journal Entries	Ending Balance
SMUD FUND	196,962.81	111,612.71	0	0	0	308,575.52
CABY GRANT	-528,441.49	23,300.78	-71,186.94	-23.67	0	-576,351.32
Water Fund	1,952,304.46	1,252,484.21	-109,309.42	-181,568.77	-145.24	2,913,765.24
RETIREE FUND	457,158.06	4,572.17	-8,530.88	0	0	453,199.35
STEWART MINE FD	29,842.58	7,270.00	-348.09	0	0	36,764.49
WATER DEVE.FUNC	413,550.75	0	0	0	0	413,550.75
SMERFUND	1,069,391.17	0	0	0	0	1,069,391.17
ALT Fund	964,611.38	0	-122,661.61	0	120.1	842,069.87
CAPITAL REPLACE	594,474.31	0	-311.57	0	0	594,162.74
BAYNE RD BND FD	46,273.40	0	-11,945.90	0	0	34,327.50
STATE REV FUND	-28,595.76	0	0	0	0	-28,595.76
Hydro Fund	695,599.74	2,327.50	-67.1	0	0	697,860.14
Restricted P/L	-90,530.11	0	0	0	0	-90,530.11
GARDEN VALLEY	73,622.52	0	0	0	0	73,622.52
CAP FAC CHARGE	1,494,530.43	9,200.00	-32,779.75	0	0	1,470,950.68
Zone Fund	1,013,278.02	45,320.43	-7,508.03	-9,157.11	25.14	1,041,958.45
CDS M & O Fund	40,130.56	0	0	0	0	40,130.56
CDS RESRV EXP.	172,999.15	0	0	0	0	172,999.15
CAPITAL RESERVE	467,259.52	0	0	0	0	467,259.52
KELSEY NORTH	98,947.54	14,080.00	-696.16	0	0	112,331.38
KELSEY SOUTH	56,485.28	0	-14,604.10	0	0	41,881.18
PILOT HILL NO.	-7,480.80	0	0	0	0	-7,480.80
PILOT HILL SO.	53.68	0	0	0	0	53.68
	9,182,427.20	1,470,167.80	-379,949.55	-190,749.55	0.00	10,081,895.90

Sources of cash during the month were from recurring utility payments, lease payments, grant reimbursements and retiree health reimbursements in the amount of \$1,470,167.80. The details of the uses of cash during the month can be seen on the approved check register in the amount of \$379,949.55. Additional uses of cash during the month not in the check register include payroll disbursements, PERS Unfunded Liability payments and bi-weekly retirement contributions in the amount of \$190,749.55.

Fund	Description	Balance	Debits	Credits	Balance
29	SRF FISCAL AGENT ACCOUNTS	\$ 36,605.57	\$ 2,352.09	\$ -	38,957.66

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

FISCAL IMPACT

No fiscal impact.

CEQA ASSESSMENT

Not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors receive and file for month ending May 31, 2019.

ALTERNATIVES

No alternatives.

ATTACHMENTS

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

AGENDA ITEM 5.B.1.

Attachment 1

Statement of Cash Flows May 2019

Georgetown Divide Public Utility District
Statement of Cash Flow

For Period May 1, 2019 through May 31, 2019

Fund Description	Beginning Balance	Cash In Cash Receipts	Accounts Payable	Payroll	Journal Entries	Ending Cash Balance
08 - SMUD Fund	196,962.81	111,612.71	0	0	0	308,575.52
09 - CABY Grant	(528,441.49)	23,300.78	(71,186.94)	(23.67)	0	(576,351.32)
10 - Water Fund	1,952,304.46	1,252,484.21	(109,309.42)	(181,568.77)	(145.24)	2,913,765.24
12 - Retiree Fund	457,158.06	4,572.17	(8,530.88)	0	0	453,199.35
14 - Stewart Mine Water Project Fund	29,842.58	7,270.00	(348.09)	0	0	36,764.49
17 - Water Development Fund	413,550.75	0	0	0	0	413,550.75
19 - STUMPY MDWS Emergency Fund	1,069,391.17	0	0	0	0	1,069,391.17
20 - ALT Fund	964,611.38	0	(122,661.61)	0	120.10	842,069.87
24 - Capital Replacement Fund	594,474.31	0	(311.57)	0	0	594,162.74
25 - Bayne Rd bond Fund	46,273.40	0	(11,945.90)	0	0	34,327.50
29 - State Revolving Fund	(28,595.76)	0	0	0	0	(28,595.76)
30 - Hydro Fund	695,599.74	2,327.50	(67.10)	0	0	697,860.14
35 - Restricted Pipeline Fund	(90,530.11)	0	0	0	0	(90,530.11)
37 - Garden Valley Maintenance Fund	73,622.52	0	0	0	0	73,622.52
39 - Cap Facility Charges ORD 2007-01	1,494,530.43	9,200.00	(32,779.75)	0	0	1,470,950.68
40 - Zone Fund	1,013,278.02	45,320.43	(7,508.03)	(9,157.11)	25.14	1,041,958.45
41 - CDS M&O Fund	40,130.56	0	0	0	0	40,130.56
42 - CDS Reserve Expansion Fund	172,999.15	0	0	0	0	172,999.15
43 - New Capital Reserve	467,259.52	0	0	0	0	467,259.52
51 - Kelsey North WAD 1989-1	98,947.54	14,080.00	(696.16)	0	0	112,331.38
52 - Kelsey South WAD 1989-4	56,485.28	0	(14,604.10)	0	0	41,881.18
53 - Pilot Hill North WAD 1989-2	(7,480.80)	0	0	0	0	(7,480.80)
54 - Pilot Hill South WAD 1989-3	53.68	0	0	0	0	53.68
Total Distributed Cash ----->	9,182,427.20	1,470,167.80	(379,949.55)	(190,749.55)	0	10,081,895.90

Cash in Eldorado Savings and LAIF

1000 - El Dorado Savings Bank General Checking	91,182.77
1010 - El Dorado Savings Bank Collections	2,814,086.44
1022 - LAIF	7,176,626.69
Total Cash ----->	10,081,895.90

AGENDA ITEM 5.B.1.

Attachment 2

Month-End Cash Disbursement Report May 2019

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
05-19	029874	05/08/19	AFL01 (AMERICAN FAMILY LIFE INS)		1,495.68	.00	1,495.68	Automatic Generated Check
	029875	05/08/19	ICM02 (ICMA-R.T.-457 (ee))		1,386.08	.00	1,386.08	Automatic Generated Check
	029876	05/08/19	IU001 (IUOE, LOCAL 39)		348.20	.00	348.20	Automatic Generated Check
	029877	05/08/19	IU002 (PEU LOCAL #1)		261.46	.00	261.46	Automatic Generated Check
	029878	05/08/19	ACW05 (ACWA/JPIA HEALTH)		47,136.26	.00	47,136.26	Automatic Generated Check
	029879	05/08/19	ATT02 (AT&T)		2,130.19	.00	2,130.19	Automatic Generated Check
	029880	05/08/19	GE012 (GEORGE SANDERS)		5,067.70	.00	5,067.70	Automatic Generated Check
	029881	05/08/19	MYE01 (Myers and Sons)		115,247.26	.00	115,247.26	Automatic Generated Check
	029882	05/08/19	PAC02 (PACIFIC GAS & ELECTRIC)		2,026.60	.00	2,026.60	Automatic Generated Check
	029883	05/08/19	POW01 (POWERNET GLOBAL COMM.)		142.90	.00	142.90	Automatic Generated Check
	029884	05/08/19	\U002 (UHRICH, THEODORE/DORENE)		27.03	.00	27.03	Automatic Generated Check
	029885	05/08/19	\V001 (VASSALLO, DYAN)		14.60	.00	14.60	Automatic Generated Check
	029886	05/08/19	\V003 (VASSALLO, DYAN)		52.55	.00	52.55	Automatic Generated Check
	029887	05/15/19	ADT01 (ADT SECURITY SERVICES)		42.08	.00	42.08	Automatic Generated Check
	029888	05/15/19	ADT01 (ADT SECURITY SERVICES)		161.46	.00	161.46	Automatic Generated Check
	029889	05/15/19	AME08 (AMERICAN MESSAGING)		10.73	.00	10.73	Automatic Generated Check
	029890	05/15/19	BLU01 (ANTHEM BLUE CROSS)		1,234.95	.00	1,234.95	Automatic Generated Check
	029891	05/15/19	BLU01 (ANTHEM BLUE CROSS)		651.21	.00	651.21	Automatic Generated Check
	029892	05/15/19	CAR08 (CSI)		59.00	.00	59.00	Automatic Generated Check
	029893	05/15/19	CLS01 (CLS LABS)		166.60	.00	166.60	Automatic Generated Check
	029894	05/15/19	DEL05 (DELAGÉ LANDEN, INC)		413.85	.00	413.85	Automatic Generated Check
	029895	05/15/19	DIG01 (DIGITAL DEPLOYMENT INC)		300.00	.00	300.00	Automatic Generated Check
	029896	05/15/19	EC001 (ECORP CONSULTING, INC.)		6,837.60	.00	6,837.60	Automatic Generated Check
	029897	05/15/19	ELD16 (EL DORADO DISPOSAL SERVICE)		331.41	.00	331.41	Automatic Generated Check
	029898	05/15/19	ENV01 (ENVIRO TECH SERVICES COMPANY, INC.)		205.68	.00	205.68	Automatic Generated Check
	029899	05/15/19	FOR04 (FORMAX, INC)		798.00	.00	798.00	Automatic Generated Check
	029900	05/15/19	FRE03 (FREEMAN, D'AIUTO, PIERCE)		1,462.50	.00	1,462.50	Automatic Generated Check
	029901	05/15/19	HAN09 (HANSFORD ECONOMIC CONSULTING, LLC)		1,732.50	.00	1,732.50	Automatic Generated Check
	029902	05/15/19	LSL01 (LANCE, SOLL & LUNGHARD, LLP)		5,950.00	.00	5,950.00	Automatic Generated Check
	029903	05/15/19	MCN01 (MC NICHOLS CO.)		459.39	.00	459.39	Automatic Generated Check
	029904	05/15/19	MUT01 (MJT ENTERPRISES, INC.)		1,773.80	.00	1,773.80	Automatic Generated Check
	029905	05/15/19	OCC01 (OCCU-MED, LTD)		169.00	.00	169.00	Automatic Generated Check
	029906	05/15/19	PAC02 (PACIFIC GAS & ELECTRIC)		12,221.40	.00	12,221.40	Automatic Generated Check
	029907	05/15/19	ROB02 (ROBINSON ENTERPRISES)		2,683.16	.00	2,683.16	Automatic Generated Check
	029908	05/15/19	SAU02 (MICHAEL SAUNDERS)		2,144.01	.00	2,144.01	Automatic Generated Check
	029909	05/15/19	STD01 (ST DENNIS, JACK)		72.21	.00	72.21	Automatic Generated Check
	029910	05/15/19	UNI06 (UNITEDHEALTHCARE INSURANCE CO)		156.75	.00	156.75	Automatic Generated Check
	029911	05/15/19	USA03 (USA BLUE BOOK)		826.46	.00	826.46	Automatic Generated Check
	029912	05/15/19	USB05 (U.S. BANK CORPORATE PAYMENT SYSTEM)		1,391.51	.00	1,391.51	Automatic Generated Check
	029913	05/15/19	VAV01 (VAVRINEK, TRINE, DAY & CO., LLP)		535.00	.00	535.00	Automatic Generated Check
	029914	05/15/19	VER01 (VERIZON WIRELESS)		657.94	.00	657.94	Automatic Generated Check
	029915	05/15/19	WEL02 (WELLS FARGO BANK)		2,296.95	.00	2,296.95	Automatic Generated Check
	029916	05/22/19	ICM02 (ICMA-R.T.-457 (ee))		1,436.08	.00	1,436.08	Automatic Generated Check
	029917	05/22/19	IU001 (IUOE, LOCAL 39)		348.20	.00	348.20	Automatic Generated Check
	029918	05/22/19	IU002 (PEU LOCAL #1)		261.46	.00	261.46	Automatic Generated Check
	029919	05/22/19	AAR01 (AARP MEDICAREX SAVER PLUS, PDP)		33.10	.00	33.10	Automatic Generated Check
	029920	05/22/19	ALL01 (ALLEN KRAUSE)		152.41	.00	152.41	Automatic Generated Check
	029921	05/22/19	AND01 (ANDERSON'S SIERRA PIPE CO)		61.59	.00	61.59	Automatic Generated Check
	029922	05/22/19	ANS01 (ANSWERING SPECIALISTS INC)		79.95	.00	79.95	Automatic Generated Check
	029923	05/22/19	AQU01 (AQUA SIERRA CONTROLS INC.)		1,232.60	.00	1,232.60	Automatic Generated Check
	029924	05/22/19	ARA01 (ARAMARK)		544.88	.00	544.88	Automatic Generated Check
	029925	05/22/19	BEN04 (BENNETT ENGINEERING SERVICES)		9,423.75	.00	9,423.75	Automatic Generated Check
	029926	05/22/19	BLU06 (BLUE SHIELD OF CALIFORNIA)		576.00	.00	576.00	Automatic Generated Check
	029927	05/22/19	BOS01 (BOSCO CONSTRUCTORS, INC)		93,424.00	.00	93,424.00	Automatic Generated Check
	029928	05/22/19	CALL6 (CALTRONICS BUSINESS SYSTEMS CORP.)		653.03	.00	653.03	Automatic Generated Check
	029929	05/22/19	CLS01 (CLS LABS)		440.02	.00	440.02	Automatic Generated Check
	029930	05/22/19	CWS01 (CORBIN WILLITS SYS. INC.)		638.20	.00	638.20	Automatic Generated Check
	029931	05/22/19	DIV05 (PLACERVILLE AUTO PARTS, INC)		70.84	.00	70.84	Automatic Generated Check
	029932	05/22/19	GAR02 (GARDEN VALLEY FEED & HDW.)		374.38	.00	374.38	Automatic Generated Check
	029933	05/22/19	GEM01 (GEMPLER'S, INC.)		134.95	.00	134.95	Automatic Generated Check
	029934	05/22/19	GEO04 (DIVIDE SUPPLY ACE HARDWARE)		66.46	.00	66.46	Automatic Generated Check
	029935	05/22/19	HAR03 (HARRIS INDUSTRIAL GASES)		96.74	.00	96.74	Automatic Generated Check
	029936	05/22/19	MAT01 (MATHIS LAND SURVEYING)		3,850.00	.00	3,850.00	Automatic Generated Check
	029937	05/22/19	MED01 (MEDICAL EYE SERVICES)		389.75	.00	389.75	Automatic Generated Check
	029938	05/22/19	MJT01 (MJT ENTERPRISES, INC.)		1,269.10	.00	1,269.10	Automatic Generated Check
	029939	05/22/19	MOB01 (MOBILE MINI, LLC-CA)		211.21	.00	211.21	Automatic Generated Check
	029940	05/22/19	NBS01 (NBS)		27,594.25	.00	27,594.25	Automatic Generated Check
	029941	05/22/19	PAC06 (PACE SUPPLY 23714-00)		4,323.54	.00	4,323.54	Automatic Generated Check
	029942	05/22/19	PRE01 (PREMIER ACCESS INS CO)		3,221.41	.00	3,221.41	Automatic Generated Check
	029943	05/22/19	PRO04 (PAUL FUNK)		265.00	.00	265.00	Automatic Generated Check
	029944	05/22/19	RIV02 (RIVER CITY RENTALS)		1,407.50	.00	1,407.50	Automatic Generated Check
	029945	05/22/19	ROB02 (ROBINSON ENTERPRISES)		2,903.67	.00	2,903.67	Automatic Generated Check
	029946	05/22/19	SI10 (SIERRA SAFETY)		383.82	.00	383.82	Automatic Generated Check
	029947	05/22/19	USP01 (POSTMASTER)		3,000.00	.00	3,000.00	Automatic Generated Check
Total for Bank Account 1000 ----->					379,949.55	.00	379,949.55	
Grand Total of all Bank Accounts ----->					379,949.55	.00	379,949.55	

AGENDA ITEM 5.B.1.

Attachment 3

SRF Cash Balances May 2019

Report Date: 07/02/19
 Run Date...: 07/02/19 16:16
 Run by.....: Christina Cross

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

Page.: 1
 ID # GLTB
 CTL.: GEO

Beginning of.: May 1, 2019 (11-19) Thru Ending of.: May 31, 2019 (11-19)

G/L Account No											
Ctr	Cal.	Fiscl	Date	Jrnl	Line	Description		Debit		Credit	
29	1115					STATE REV FUND SRF FISCAL AGENT ACCOUNTS					
						Balance May 1, 2019 (11-19)		36,605.57			
May 2019	11-2019		04/24/19	04-00	0036	Vendor WEL02 Invoice 05012019 Line 0001		2,296.95			
						MAY 2019 WALTON LAKE ANNUAL RESERVE					
						WELLS FARGO BANK					
May 2019	11-2019		07/02/19	00-01	0001	MAY INTEREST		55.14			
** Budget not Applicable **							Activity ---->	2,352.09		.00	
						Balance May 31, 2019 (11-19)		38,957.66			
								REPORT TOTAL ---->	38,957.66		.00
								REPORT TOTAL for Detail Activity ---->	2,352.09		.00

AGENDA ITEM 5.B.2

Month End Cash Disbursements Report

Date...: Jul 3, 2019
 Time...: 3:19 pm
 Run by.: Hannah Schnetz

Georgetown Divide PUD
 BOARD CHECK REVIEW

Page: 1
 List: BOAR
 ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
029948	06/05/19	AFL01	AMERICAN FAMILY LIFE INS	Insurance - H&L	1495.68
Sub-Total: (1)					1495.68
Sub-Count: 1					
029949	06/05/19	ICM02	ICMA-R.T.-457 (ee)	Payroll withholding-ICMA	1436.08
Sub-Total: (1)					1436.08
Sub-Count: 1					
029950	06/05/19	IU001	IUOE, LOCAL 39	Union Dues Payable-LOCAL 39	348.20
Sub-Total: (1)					348.20
Sub-Count: 1					
029951	06/05/19	IU002	PEU LOCAL #1	UNION DUES-LOCAL 1	261.46
Sub-Total: (1)					261.46
Sub-Count: 1					
029952	06/05/19	AIR02	AIRGAS NCN, INC	PO#018027: GAS FOR WELDER SHOP	42.86
029952	06/05/19	AIR02	AIRGAS NCN, INC	PO#018027: GAS FOR WELDER SHOP	42.86
Sub-Total: (1)					85.72
Sub-Count: 2					
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	154.34
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	18.76
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	18.76
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	25.00
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	71.20
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	71.20
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	71.20
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	.00
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	.00
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	.00
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	.02
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	179.18
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	19.45
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	19.45
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	19.45
029953	06/05/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	18.50
Sub-Total: (1)					686.51
Sub-Count: 17					
029954	06/05/19	AND01	ANDERSON'S SIERRA PIPE CO	PO#018035: IRRIGATION SERVICE SUPPLIES	868.96
029954	06/05/19	AND01	ANDERSON'S SIERRA PIPE CO	PO#018035: RETURN FOR WRONG SIZE ORIFICES	-446.24
Sub-Total: (1)					422.72
Sub-Count: 2					
029955	06/05/19	ARA01	ARAMARK	RESTROOM SERVICE	33.85
029955	06/05/19	ARA01	ARAMARK	FIRST AID SUPPLY	14.99
029955	06/05/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	11.15
029955	06/05/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	26.59
029955	06/05/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	10.29
029955	06/05/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	32.59
029955	06/05/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	5.15
029955	06/05/19	ARA01	ARAMARK	RESTROOM SERVICE	33.85
029955	06/05/19	ARA01	ARAMARK	FIRST AID SUPPLY	14.99
029955	06/05/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	11.15
029955	06/05/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	26.59
029955	06/05/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	10.29
029955	06/05/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	32.59
029955	06/05/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	5.15
Sub-Total: (1)					269.22
Sub-Count: 14					
029956	06/05/19	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 05/14-06/13/19	266.44
029956	06/05/19	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 05/14-06/13/19	399.66
029956	06/05/19	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 05/14-06/13/19	399.66
029956	06/05/19	ATT02	AT&T	Utilities-PHONE 530-333-9442 243 7 05/14-06/13/19	155.57
029956	06/05/19	ATT02	AT&T	Utilities-PHONE 530-333-1119 106 5 05/14-06/13/19	193.78
029956	06/05/19	ATT02	AT&T	Utilities-PHONE 530-885-6287 473 6 05/14-06/13/19	187.34
029956	06/05/19	ATT02	AT&T	Utilities-PHONE 234-343-7252 777 4 05/14-06/13/19	67.07
029956	06/05/19	ATT02	AT&T	Utilities-PHONE 234-371-7957 823 9 05/14-06/13/19	67.07
029956	06/05/19	ATT02	AT&T	Utilities-PHONE 530-885-6280 409 7 05/14-06/13/19	311.73
Sub-Total: (1)					2048.32
Sub-Count: 9					

Date...: Jul 3, 2019
 Time...: 3:19 pm
 Run by.: Hannah Schnetz

Georgetown Divide PUD
 BOARD CHECK REVIEW

Page: 2
 List: BOAR
 ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
029957	06/05/19	BAC01	B.A.C.C.S	GARDEN PARK WATER TANK RECOATING 04/22/19-05/21/19	17850.00
Sub-Total: (1)					17850.00
Sub-Count: 1					
029958	06/05/19	BEC01	STEPHANIE BECK	MILEAGE REIMBURSEMENT FOR TRAINING ON 05/21/19	41.30
Sub-Total: (1)					41.30
Sub-Count: 1					
029959	06/05/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 4/17,4/25,5/20,5/22,5/28	60.55
029959	06/05/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 4/17,4/25,5/20,5/22,5/28	22.50
029959	06/05/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 4/17,4/25,5/20,5/22,5/28	22.50
029959	06/05/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 4/17,4/25,5/20,5/22,5/28	22.50
029959	06/05/19	BRO05	BROWN, ADAM	MILEAGE REIMB PER MOU 4/17,4/25,5/20,5/22,5/28	8.46
Sub-Total: (1)					136.51
Sub-Count: 5					
029960	06/05/19	CHU02	CHURCHWELL WHITE, LLP	GENERAL COUNSEL SERVICES	2652.32
029960	06/05/19	CHU02	CHURCHWELL WHITE, LLP	LABOR NEGOTIATIONS	269.23
029960	06/05/19	CHU02	CHURCHWELL WHITE, LLP	ALT ZONE 2018	753.94
029960	06/05/19	CHU02	CHURCHWELL WHITE, LLP	GDTA V. GDPUD	1878.45
Sub-Total: (1)					5553.94
Sub-Count: 4					
029961	06/05/19	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	44.10
029961	06/05/19	CLS01	CLS LABS	LT2 ESWTR RAWB	78.40
029961	06/05/19	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	44.10
029961	06/05/19	CLS01	CLS LABS	LEAD SCHOOL SAMPLING - NS/GSHS	211.68
029961	06/05/19	CLS01	CLS LABS	LEAD SCHOOL SAMPLING - ARC/GT	194.04
Sub-Total: (1)					572.32
Sub-Count: 5					
029962	06/05/19	CRO02	CHRISTINA CROSS	EMPLOYEE REIMBURSEMENT: GFOA CONFERENCE 5/19-5/22	332.68
Sub-Total: (1)					332.68
Sub-Count: 1					
029963	06/05/19	DEL01	DEL PASO PIPE & STEELE	PO#018026: CIP REPAIR SAFETY WALKWAYS PROJECT	1690.14
Sub-Total: (1)					1690.14
Sub-Count: 1					
029964	06/05/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	69.54
029964	06/05/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	46.40
Sub-Total: (1)					115.94
Sub-Count: 2					
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	PO#017823: PARTS FOR BUCKEYE FIRE STATION	48.19
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	PO#017826: CAPS FOR METER REPLACEMENTS	19.20
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	PO#017853: KEYS FOR IRRIGATION	17.16
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	PO#017875: CLOCK FOR BOARDROOM	19.29
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	PO#017878 PARTS FOR UNIT #35 FLATBED REBUILD	14.72
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	PO#017878 PARTS FOR UNIT #35 FLATBED REBUILD	14.72
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	8.57
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	1.99
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	1.96
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	4.92
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	9.85
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	9.86
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	9.86
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	23.07
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	71.28
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	10.38
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	4.82
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	4.82
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	4.83
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	50.39
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	25.18
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	200.02
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	15.30
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	46.61
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	33.23
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	10.54
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	215.68
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	43.41
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	21.43
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	33.62
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	13.71
029967	06/05/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	3.71

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029968	06/05/19	GEO02	GEORGETOWN GAZETTE	PUBLIC HEARING NTC 5/23/19: EST. OF APPROPRIATIONS	43.54
029968	06/05/19	GEO02	GEORGETOWN GAZETTE	NTC TO BIDDERS 5/23/19:DRNKNG WTR TRMNT CHEMICALS	67.08
Sub-Total: (1)					110.62
Sub-Count: 2					
029969	06/05/19	HAR03	HARRIS INDUSTRIAL GASES	PO#018031: WIRE AND TIPS FOR WELDER - IRRIGATION	82.09
Sub-Total: (1)					82.09
Sub-Count: 1					
029970	06/05/19	HOL02	HOLDREGE & KULL	PROFESSIONAL SERVICES THROUGH 04/20/19	2000.00
Sub-Total: (1)					2000.00
Sub-Count: 1					
029971	06/05/19	INT05	INTERWEST CONSULTING GROUP	PROFESSIONAL SERVICES FOR 04/01-04/30/19	210.00
Sub-Total: (1)					210.00
Sub-Count: 1					
029972	06/05/19	MJT01	MJT ENTERPRISES, INC.	██████████ 05/13/19-05/19/19	891.80
029972	06/05/19	MJT01	MJT ENTERPRISES, INC.	██████████ 05/13/19-05/19/19	254.80
029972	06/05/19	MJT01	MJT ENTERPRISES, INC.	██████████ 05/13/19-05/19/19	19.60
Sub-Total: (1)					1166.20
Sub-Count: 3					
029973	06/05/19	MOU02	MOUNTAIN DEMOCRAT	NTC TO BIDDERS 5/22/19:DRNKNG WTR TRMNT CHEMICALS	74.78
Sub-Total: (1)					74.78
Sub-Count: 1					
029974	06/05/19	NEX00	NEXGEN	2017 PROFESSIONAL SERVICE AGREEMENT	38375.00
Sub-Total: (1)					38375.00
Sub-Count: 1					
029975	06/05/19	OLY02	OLYMPUS AND ASSOCIATES, INC	MOBILIZATION, INSURANCE, BONDS	8800.00
029975	06/05/19	OLY02	OLYMPUS AND ASSOCIATES, INC	PREPARATION AND COATING TANK INTERIOR	15770.00
Sub-Total: (1)					24570.00
Sub-Count: 2					
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	9644745072-5	59.01
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	1383483826-3	55.03
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	8019291332-7	16.94
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	9592050405-7	18.93
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	7269328928-1	20.36
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	9103062795-3	320.72
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	0800178691-5	52.18
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	2102211877-8	24.13
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	7804325001-4	8.47
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	2060545213-3	455.40
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	2060545213-3	151.81
029976	06/05/19	PAC02	PACIFIC GAS & ELECTRIC	6228064022-8	548.06
Sub-Total: (1)					1731.04
Sub-Count: 12					
029977	06/05/19	PAC06	PACE SUPPLY 23714-00	Misc. Materials & Supplies for Distribution	11640.61
Sub-Total: (1)					11640.61
Sub-Count: 1					
029978	06/05/19	PAL01	STEVE PALMER	MILEAGE REIMB FOR ACWA SPRING CONFERENCE 5/8-5/10	256.36
Sub-Total: (1)					256.36
Sub-Count: 1					
029979	06/05/19	POW01	POWERNET GLOBAL COMM.	Utilities-LONG DISTANCE 04/19/19-05/19/19	145.57
Sub-Total: (1)					145.57
Sub-Count: 1					
029980	06/05/19	PSO01	PSOMAS	PROFESSIONAL SERVICES FROM 03/29/19-04/25/19	3735.00
Sub-Total: (1)					3735.00
Sub-Count: 1					

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029981	06/05/19	ROY01	KENNETH ROYAL	Utilities-ALT WTP PRTBL RSTRM SVCS 3/15/19-5/15/19	290.00
029981	06/05/19	ROY01	KENNETH ROYAL	Utilities-WALTON PRTBL RSTRM SVCS 3/13/19-5/13/19	230.00
Sub-Total: (1)					520.00
Sub-Count: 2					
029982	06/05/19	SAN02	Santander Leasing	INTEREST	45.33
029982	06/05/19	SAN02	Santander Leasing	PRINCIPAL	1185.55
Sub-Total: (1)					1230.88
Sub-Count: 2					
029983	06/05/19	THA01	THATCHER COMPANY OF CALIFORNIA	PO#018020: SODA ASH & CHLORINE 3650 SWEETWATER TR	3873.61
029983	06/05/19	THA01	THATCHER COMPANY OF CALIFORNIA	DEPOSIT REFUND: 9 DRUMS 3650 SWEETWATER TR	-360.00
029983	06/05/19	THA01	THATCHER COMPANY OF CALIFORNIA	PO#018020: SODA ASH & CHLORINE 8180 BALDERSTON RD	3873.61
029983	06/05/19	THA01	THATCHER COMPANY OF CALIFORNIA	DEPOSIT REFUND: 10 DRUMS 8180 BALDERSTON RD	-400.00
Sub-Total: (1)					6987.22
Sub-Count: 4					
029984	06/05/19	THO03	THOMPSON AUTO & TRUCK	PO#018033: UNIT #35 SERVICE	198.65
029984	06/05/19	THO03	THOMPSON AUTO & TRUCK	PO#018033: UNIT #35 SERVICE	198.65
029984	06/05/19	THO03	THOMPSON AUTO & TRUCK	PO#018033: UNIT #35 SERVICE	198.65
Sub-Total: (1)					595.95
Sub-Count: 3					
029985	06/05/19	VER01	VERIZON WIRELESS	530-333-3494	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-333-3760	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-333-3872	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-333-3940	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-333-3978	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-333-7608	27.18
029985	06/05/19	VER01	VERIZON WIRELESS	530-457-7078	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-957-1146	40.56
029985	06/05/19	VER01	VERIZON WIRELESS	530-957-3814	38.01
029985	06/05/19	VER01	VERIZON WIRELESS	530-957-4413	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-957-5427	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-957-5471	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-957-5472	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-957-5492	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-957-8086	53.33
029985	06/05/19	VER01	VERIZON WIRELESS	530-957-8155	53.33
Sub-Total: (1)					799.04
Sub-Count: 16					
029986	06/05/19	WAL02	WALKER'S OFFICE SUPPLY	Misc. Office Supplies	99.72
029986	06/05/19	WAL02	WALKER'S OFFICE SUPPLY	Misc. Office Supplies	520.30
029986	06/05/19	WAL02	WALKER'S OFFICE SUPPLY	Misc. Office Supplies	17.68
029986	06/05/19	WAL02	WALKER'S OFFICE SUPPLY	Misc. Office Supplies	-92.22
029986	06/05/19	WAL02	WALKER'S OFFICE SUPPLY	Misc. Office Supplies	-17.68
Sub-Total: (1)					527.80
Sub-Count: 5					
029987	06/05/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 01/01/19-03/31/19	1063.61
029987	06/05/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 01/01/19-03/31/19	2975.04
029987	06/05/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 01/01/19-03/31/19	1372.35
029987	06/05/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 01/01/19-03/31/19	2391.09
029987	06/05/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 01/01/19-03/31/19	356.74
029987	06/05/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 01/01/19-03/31/19	634.49
029987	06/05/19	ACW01	ACWA/JPIA	WORKERS COMPENSATION 01/01/19-03/31/19	364.04
Sub-Total: (1)					9157.36
Sub-Count: 7					
029988	06/18/19	CHI01	CHICAGO TITLE COMPANY	BUYER'S SETTLEMENT STATEMENT APN#074-030-055-000	31368.00
Sub-Total: (1)					31368.00
Sub-Count: 1					
029989	06/19/19	AAR01	AARP MEDICARERX SAVER PLUS, PD AARP MEDICARE	JULY 2019	33.10
Sub-Total: (1)					33.10
Sub-Count: 1					
029990	06/19/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS JULY 2019	3266.49
029990	06/19/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS JULY 2019	9074.51
029990	06/19/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS JULY 2019	6406.79
029990	06/19/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS JULY 2019	10055.59
029990	06/19/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS JULY 2019	1790.10
029990	06/19/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS JULY 2019	10323.64

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029990	06/19/19	ACW05	ACWA/JPIA HEALTH	HEALTH INSURANCE PREMIUMS JULY 2019	2270.14
029990	06/19/19	ACW05	ACWA/JPIA HEALTH	RETIREE HEALTH INSURANCE PREMIUMS JULY 2019	4934.98
Sub-Total: (1)					48122.24
Sub-Count: 8					
029991	06/19/19	ADT01	ADT SECURITY SERVICES	SECURITY SERVICE 06/20/19-07/19/19 8180 BALDERSTON	42.08
Sub-Total: (1)					42.08
Sub-Count: 1					
029992	06/19/19	ADT01	ADT SECURITY SERVICES	SECURITY SERVICE 06/21/19-07/20/19 6425 MAIN ST	161.46
Sub-Total: (1)					161.46
Sub-Count: 1					
029993	06/19/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	26.80
029993	06/19/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	26.80
Sub-Total: (1)					53.60
Sub-Count: 2					
029994	06/19/19	AME08	AMERICAN MESSAGING	MSGNG SVCS 6/1/19-8/31/19 PAGECOPY USAGE 05/24/19	38.87
Sub-Total: (1)					38.87
Sub-Count: 1					
029995	06/19/19	AND01	ANDERSON'S SIERRA PIPE CO	PO#018036: 1" DOLE VALVES FOR IRR SERVICE CHANGES	869.31
Sub-Total: (1)					869.31
Sub-Count: 1					
029996	06/19/19	ARA01	ARAMARK	RESTROOM SERVICE	33.85
029996	06/19/19	ARA01	ARAMARK	FIRST AID SUPPLY	14.99
029996	06/19/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	10.94
029996	06/19/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	26.09
029996	06/19/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	10.10
029996	06/19/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	31.98
029996	06/19/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	5.05
029996	06/19/19	ARA01	ARAMARK	RESTROOM SERVICE	22.10
029996	06/19/19	ARA01	ARAMARK	FIRST AID SUPPLY	14.99
029996	06/19/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	11.98
029996	06/19/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	28.58
029996	06/19/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	11.06
029996	06/19/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	35.03
029996	06/19/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	5.53
Sub-Total: (1)					262.27
Sub-Count: 14					
029997	06/19/19	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE ██████████ 7/1/19-7/31/19	326.10
029997	06/19/19	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE ██████████ 7/1/19-7/31/19	326.10
029997	06/19/19	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE ██████████ 7/1-7/31/19	256.65
029997	06/19/19	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE ██████████ 7/1/19-7/31/19	326.10
Sub-Total: (1)					1234.95
Sub-Count: 4					
029998	06/19/19	CAL03	CALIF RURAL WATER ASSN.	MEMBERSHIP DUES JUNE 2019-JUNE 2020	325.50
029998	06/19/19	CAL03	CALIF RURAL WATER ASSN.	MEMBERSHIP DUES JUNE 2019-JUNE 2020	325.50
029998	06/19/19	CAL03	CALIF RURAL WATER ASSN.	MEMBERSHIP DUES JUNE 2019-JUNE 2020	325.50
029998	06/19/19	CAL03	CALIF RURAL WATER ASSN.	MEMBERSHIP DUES JUNE 2019-JUNE 2020	325.50
Sub-Total: (1)					1302.00
Sub-Count: 4					
029999	06/19/19	CAR08	CSI	MONTHLY SERVICE FEE JUNE 2019	59.00
Sub-Total: (1)					59.00
Sub-Count: 1					
030000	06/19/19	CHU02	CHURCHWELL WHITE, LLP	GENERAL COUNSEL SERVICES	2638.72
030000	06/19/19	CHU02	CHURCHWELL WHITE, LLP	LEOW CLAIM	206.40
030000	06/19/19	CHU02	CHURCHWELL WHITE, LLP	HR	122.50
030000	06/19/19	CHU02	CHURCHWELL WHITE, LLP	ALT ZONE 2018	2539.20
030000	06/19/19	CHU02	CHURCHWELL WHITE, LLP	GDTA V. GDPUD	16931.00
030000	06/19/19	CHU02	CHURCHWELL WHITE, LLP	PRA	2182.00
030000	06/19/19	CHU02	CHURCHWELL WHITE, LLP	ALT WTP CONSTRUCTION - MYERS	657.90
030000	06/19/19	CHU02	CHURCHWELL WHITE, LLP	PG&E BK	39.00
Sub-Total: (1)					25316.72
Sub-Count: 8					

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030001	06/19/19	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	44.10
030001	06/19/19	CLS01	CLS LABS	LEAD SCHOOL SAMPLING - DH	17.64
030001	06/19/19	CLS01	CLS LABS	LT2 ESWTR RAWB	78.40
030001	06/19/19	CLS01	CLS LABS	STATION 16 INFLUENT	150.92
030001	06/19/19	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	44.10
030001	06/19/19	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	44.10
Sub-Total: (1)					379.26
Sub-Count: 6					
030002	06/19/19	DEL05	DELAGE LANDEN, INC	KONICA COPIER CONTRACT 06/01-06/30/19	228.20
030002	06/19/19	DEL05	DELAGE LANDEN, INC	FORMAX FOLDING MACHINE 06/01-06/30/19	185.65
Sub-Total: (1)					413.85
Sub-Count: 2					
030003	06/19/19	DIG01	DIGITAL DEPLOYMENT INC	STREAMLINE MONTHLY MEMBER FEE FEBRUARY 2019	300.00
030003	06/19/19	DIG01	DIGITAL DEPLOYMENT INC	STREAMLINE MONTHLY MEMBER FEE JUNE 2019	300.00
Sub-Total: (1)					600.00
Sub-Count: 2					
030004	06/19/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	55.16
030004	06/19/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	55.16
030004	06/19/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	55.16
030004	06/19/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	19.29
030004	06/19/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	19.29
Sub-Total: (1)					204.06
Sub-Count: 5					
030005	06/19/19	ECO01	ECORP CONSULTING, INC.	PROJECT 2016-186 PROF SVCS FROM 05/01/19-05/31/19	3818.22
Sub-Total: (1)					3818.22
Sub-Count: 1					
030006	06/19/19	EDC04	EDC ENVIRONMENTAL MGMT	MAIN OFFICE: BUSINESS PLANS/HAZMAT PERMIT	295.00
Sub-Total: (1)					295.00
Sub-Count: 1					
030007	06/19/19	ELD16	EL DORADO DISPOSAL SERVICE	Utilities-GARBAGE 6425 MAIN ST 5/01-05/31/19	110.47
030007	06/19/19	ELD16	EL DORADO DISPOSAL SERVICE	Utilities-GARBAGE 3650 SWEETWATER TR 5/01-05/31/19	110.47
030007	06/19/19	ELD16	EL DORADO DISPOSAL SERVICE	Utilities-GARBAGE 8180 BALDERSTON 5/01-5/31/19	110.47
Sub-Total: (1)					331.41
Sub-Count: 3					
030008	06/19/19	FED02	FEDERAL LICENSING, INC	10 YR RADIO LICENSE NEW ALT WATER TREATMENT PLANT	95.00
030008	06/30/19	FED02	FED02	Ck# 030008 Reversed	-95.00
Sub-Total: (1)					.00
Sub-Count: 2					
030009	06/19/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	123.47
030009	06/19/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	20.88
030009	06/19/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	35.33
030009	06/19/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	8.18
030009	06/19/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	40.01
030009	06/19/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	12.83
030009	06/19/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	14.55
Sub-Total: (1)					255.25
Sub-Count: 7					
030010	06/19/19	GAR03	CINDY GARCIA	CSDA LEGISLATIVE DAYS REGISTRATION 5/21-5/22/19	275.00
030010	06/19/19	GAR03	CINDY GARCIA	PARKING FEE 5/21/19	30.00
030010	06/19/19	GAR03	CINDY GARCIA	PARKING FEE 5/22/19	24.00
Sub-Total: (1)					329.00
Sub-Count: 3					
030011	06/19/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	47.69
030011	06/19/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	5.17
030011	06/19/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	5.18
030011	06/19/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	5.18
Sub-Total: (1)					63.22
Sub-Count: 4					
030012	06/19/19	GEO02	GEORGETOWN GAZETTE	PUBLIC NOTICE:WATER QUALITY REPORT, PUB: 6/13/19	76.55

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Sub-Total: (1)					76.55
Sub-Count: 1					
030013	06/19/19	GEO12	GEORGE SANDERS	PROFESSIONAL SERVICES AGREEMENT: GEORGE SANDERS	5268.60
030013	06/19/19	GEO12	GEORGE SANDERS	PROFESSIONAL SERVICES AGREEMENT: GEORGE SANDERS	284.30
Sub-Total: (1)					5552.90
Sub-Count: 2					
030014	06/19/19	HAN09	HANSFORD ECONOMIC CONSULTING,	WASTEWATER RATE STUDY MAY 2019	2344.40
Sub-Total: (1)					2344.40
Sub-Count: 1					
030015	06/19/19	HAR03	HARRIS INDUSTRIAL GASES	PO#018039: UP COUNTRY GAS-CUTTING TORCHES & WELDER	235.38
Sub-Total: (1)					235.38
Sub-Count: 1					
030016	06/19/19	HAR08	KEITH HARSTON, DC	DMV PHYSICAL [REDACTED] 05/29/19	100.00
Sub-Total: (1)					100.00
Sub-Count: 1					
030017	06/19/19	ICM02	ICMA-R.T.-457 (ee)	Payroll withholding-ICMA	1611.08
030017	06/19/19	ICM02	ICMA-R.T.-457 (ee)	Payroll withholding-ICMA	100.00
Sub-Total: (1)					1711.08
Sub-Count: 2					
030018	06/19/19	IU001	IUOE, LOCAL 39	Union Dues Payable-LOCAL 39	349.13
Sub-Total: (1)					349.13
Sub-Count: 1					
030019	06/19/19	IU002	PEU LOCAL #1	UNION DUES-LOCAL 1	261.46
Sub-Total: (1)					261.46
Sub-Count: 1					
030020	06/19/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE JULY 2019	21.86
030020	06/19/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE JULY 2019	49.97
030020	06/19/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE JULY 2019	18.74
030020	06/19/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE JULY 2019	49.98
030020	06/19/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE JULY 2019	37.48
030020	06/19/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE JULY 2019	192.98
030020	06/19/19	MED01	MEDICAL EYE SERVICES	VISION INSURANCE JULY 2019	18.74
Sub-Total: (1)					389.75
Sub-Count: 7					
030021	06/19/19	MOB01	MOBILE MINI, LLC-CA	STORAGE RENTAL 06/12/19-07/09/19	211.21
Sub-Total: (1)					211.21
Sub-Count: 1					
030022	06/19/19	MYE01	Myers and Sons	CONTRACTOR'S APPLICATION #26 PERIOD:4/1-4/30/19	47468.17
Sub-Total: (1)					47468.17
Sub-Count: 1					
030023	06/19/19	NAT04	NATIONAL DOCUMENT	PO#018045: #10 WINDOW ENVELOPES, PERFED STMT PAPER	997.87
Sub-Total: (1)					997.87
Sub-Count: 1					
030024	06/19/19	PAC02	PACIFIC GAS & ELECTRIC	7727208388-0 WALTON	3097.29
030024	06/19/19	PAC02	PACIFIC GAS & ELECTRIC	0967683154-9 ALT	16842.49
Sub-Total: (1)					19939.78
Sub-Count: 2					
030025	06/19/19	PAP03	PAPE MACHINERY, INC	PO#018028:JOHN DEERE 210L TRACTOR LOADER-CAPTL ACQ	32171.97
030025	06/19/19	PAP03	PAPE MACHINERY, INC	PO#018028:JOHN DEERE 210L TRACTOR LOADER-CAPTL ACQ	32171.97
030025	06/19/19	PAP03	PAPE MACHINERY, INC	PO#018028:JOHN DEERE 210L TRACTOR LOADER-CAPTL ACQ	32171.97
Sub-Total: (1)					96515.91
Sub-Count: 3					

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030026	06/19/19	PIC02	PICOVALE SERVICES, INC.	REPAIR STATION 16	75.00
030026	06/19/19	PIC02	PICOVALE SERVICES, INC.	REPAIR CANAL STATION	200.00
Sub-Total: (1)					275.00
Sub-Count: 2					
030027	06/19/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE JULY 2019	136.03
030027	06/19/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE JULY 2019	310.93
030027	06/19/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE JULY 2019	116.60
030027	06/19/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE JULY 2019	310.94
030027	06/19/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE JULY 2019	233.20
030027	06/19/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE JULY 2019	1997.11
030027	06/19/19	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE JULY 2019	116.60
Sub-Total: (1)					3221.41
Sub-Count: 7					
030028	06/19/19	PUL01	PULFER, JEFF	BOOT REIMB 2018-2019 FISCAL YEAR PER MOU	200.00
Sub-Total: (1)					200.00
Sub-Count: 1					
030029	06/19/19	ROB02	ROBINSON ENTERPRISES	T & D RAW WATER FUEL USAGE ALLOCATION	920.07
030029	06/19/19	ROB02	ROBINSON ENTERPRISES	WATER TREATMENT FUEL USAGE ALLOCATION	393.63
030029	06/19/19	ROB02	ROBINSON ENTERPRISES	T & D TREATED WTR FUEL USAGE ALLOCATION	764.06
030029	06/19/19	ROB02	ROBINSON ENTERPRISES	ZONE FUEL USAGE ALLOCATION	159.22
030029	06/19/19	ROB02	ROBINSON ENTERPRISES	UPCOUNTRY FUEL USAGE ALLOCATION	258.81
030029	06/19/19	ROB02	ROBINSON ENTERPRISES	ADMIN. FUEL USAGE ALLOCATION	.00
Sub-Total: (1)					2495.79
Sub-Count: 6					
030030	06/19/19	SAC03	SACRAMENTO BAG MFG. CO.	BURLAP BAGS FOR IRRIGATION	259.20
Sub-Total: (1)					259.20
Sub-Count: 1					
030031	06/19/19	SAN02	Santander Leasing	INTEREST	41.28
030031	06/19/19	SAN02	Santander Leasing	PRINCIPAL	1189.60
Sub-Total: (1)					1230.88
Sub-Count: 2					
030032	06/19/19	UNI06	UNITEDHEALTHCARE INSURANCE CO	PREPAID HEALTH INSURANCE [REDACTED] 7/1/19-7/30/19	156.75
Sub-Total: (1)					156.75
Sub-Count: 1					
030033	06/19/19	USP01	POSTMASTER	12 MONTH PO BOX RENEWAL	205.50
030033	06/19/19	USP01	POSTMASTER	12 MONTH PO BOX RENEWAL	34.25
030033	06/19/19	USP01	POSTMASTER	12 MONTH PO BOX RENEWAL	34.25
Sub-Total: (1)					274.00
Sub-Count: 3					
030034	06/19/19	VER01	VERIZON WIRELESS	DATA FOR STATION 16 CDS	10.36
Sub-Total: (1)					10.36
Sub-Count: 1					
030035	06/19/19	WOO03	WOOD ENVIRONMENT & INFRASTRUCT	PROFESSIONAL SERVICES THROUGH 05/31/19	1594.00
Sub-Total: (1)					1594.00
Sub-Count: 1					
030036	06/19/19	\H003	[REDACTED]	MQ CUSTOMER REFUND FOR [REDACTED]	27.58
Sub-Total: (1)					27.58
Sub-Count: 1					
030037	06/19/19	\M006	[REDACTED]	MQ CUSTOMER REFUND FOR [REDACTED]	11.87
Sub-Total: (1)					11.87
Sub-Count: 1					
030038	06/19/19	\S009	[REDACTED]	MQ CUSTOMER REFUND FOR [REDACTED]	14.84
Sub-Total: (1)					14.84
Sub-Count: 1					

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030039	06/19/19	\S010		MQ CUSTOMER REFUND FOR	97.19
Sub-Total: (1)					97.19
Sub-Count: 1					
030040	06/19/19	\T003		MQ CUSTOMER REFUND FOR	116.09
Sub-Total: (1)					116.09
Sub-Count: 1					
030041	06/19/19	\W004		MQ CUSTOMER REFUND FOR	51.11
Sub-Total: (1)					51.11
Sub-Count: 1					
030042	07/03/19	ACW01	ACWA/JPIA	PROPERTY PROGRAM RENEWAL BILLING 7/01/19-6/30/20	10648.07
030042	07/03/19	ACW01	ACWA/JPIA	EXCESS CRIME PROGRAM 07/01/19-07/01/2020	950.00
Sub-Total: (1)					11598.07
Sub-Count: 2					
030043	07/03/19	AFL01	AMERICAN FAMILY LIFE INS	Insurance - H&L	1495.68
Sub-Total: (1)					1495.68
Sub-Count: 1					
030044	07/03/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	94.26
030044	07/03/19	ALL01	ALLEN KRAUSE	Misc. Vehicle Maintenance & Repairs	66.54
Sub-Total: (1)					160.80
Sub-Count: 2					
030045	07/03/19	AME08	AMERICAN MESSAGING	PAGECOPY USAGE 06/21/19	12.23
Sub-Total: (1)					12.23
Sub-Count: 1					
030046	07/03/19	ANS01	ANSWERING SPECIALISTS INC	JUNE 2019 ANSWERING SERVICE	79.95
Sub-Total: (1)					79.95
Sub-Count: 1					
030047	07/03/19	ARA01	ARAMARK	RESTROOM SERVICE	22.10
030047	07/03/19	ARA01	ARAMARK	FIRST AID SUPPLY	14.99
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	11.69
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	25.05
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	10.02
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	31.73
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	5.01
030047	07/03/19	ARA01	ARAMARK	RESTROOM SERVICE	22.10
030047	07/03/19	ARA01	ARAMARK	FIRST AID SUPPLY	14.99
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	11.69
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	25.05
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	10.02
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	31.73
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	5.01
030047	07/03/19	ARA01	ARAMARK	RESTROOM SERVICE	22.10
030047	07/03/19	ARA01	ARAMARK	FIRST AID SUPPLY	14.99
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	11.69
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	25.05
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	10.02
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	31.73
030047	07/03/19	ARA01	ARAMARK	UNIFORMS/LAUNDRY SERVICE	5.01
Sub-Total: (1)					361.77
Sub-Count: 21					
030048	07/03/19	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 06/14-07/13/19	266.44
030048	07/03/19	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 06/14-07/13/19	399.66
030048	07/03/19	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 06/14-07/13/19	399.66
030048	07/03/19	ATT02	AT&T	Utilities-PHONE 530-333-9442 243 7 06/14-07/13/19	155.57
030048	07/03/19	ATT02	AT&T	Utilities-PHONE 530-333-1119 106 5 06/14-07/13/19	190.15
030048	07/03/19	ATT02	AT&T	Utilities-PHONE 530-885-6287 473 6 06/14-07/13/19	187.34
030048	07/03/19	ATT02	AT&T	Utilities-PHONE 234-343-7252 777 4 06/14-07/13/19	67.07
030048	07/03/19	ATT02	AT&T	Utilities-PHONE 234-371-7957 823 9 06/14-07/13/19	67.07
030048	07/03/19	ATT02	AT&T	Utilities-PHONE 530-885-6280 409 7 06/14-07/13/19	311.73
Sub-Total: (1)					2044.69
Sub-Count: 9					
030049	07/03/19	BAC01	B.A.C.C.S	GARDEN PARK WATER TANK RECOATING 5/22/19-6/19/19	9125.88
Sub-Total: (1)					9125.88

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Sub-Count:	1				
030050	07/03/19	BEA01	BUTTE EQUIPMENT RENTALS	PO#018044: 6/12, 6/14, 6/27, 6/28 3/4" AB-2 ROCK	500.00

Sub-Total:(1)					500.00
Sub-Count:	1				
030051	07/03/19	BEN04	BENNETT ENGINEERING SERVICES	Professional Services Agreement: November 13, 2018	1402.50

Sub-Total:(1)					1402.50
Sub-Count:	1				
030052	07/03/19	BJP01	BJ PEST CONTROL	AREA SPRAY ON 06/20/19	220.00

Sub-Total:(1)					220.00
Sub-Count:	1				
030053	07/03/19	CAL16	CALTRONICS BUSINESS SYSTEMS CO	KONICA COPIER CONTRACT 05/14/19-06/13/19	818.57

Sub-Total:(1)					818.57
Sub-Count:	1				
030054	07/03/19	CHU02	CHURCHWELL WHITE, LLP	GENERAL COUNSEL SERVICES	2185.72
030054	07/03/19	CHU02	CHURCHWELL WHITE, LLP	LEOW CLAIM	.00
030054	07/03/19	CHU02	CHURCHWELL WHITE, LLP	HR	.00
030054	07/03/19	CHU02	CHURCHWELL WHITE, LLP	LABOR NEGOTIATIONS	157.50
030054	07/03/19	CHU02	CHURCHWELL WHITE, LLP	ALT ZONE 2018	690.70
030054	07/03/19	CHU02	CHURCHWELL WHITE, LLP	GDPA V. GDPUD	4926.06
030054	07/03/19	CHU02	CHURCHWELL WHITE, LLP	AMERICAN RIVER	.00
030054	07/03/19	CHU02	CHURCHWELL WHITE, LLP	PRA	.00

Sub-Total:(1)					7959.98
Sub-Count:	8				
030055	07/03/19	CLS01	CLS LABS	FLUORIDE/TRACER STUDY	82.32
030055	07/03/19	CLS01	CLS LABS	LT2 ESWTR RAWB	78.40
030055	07/03/19	CLS01	CLS LABS	ZONE SAMPLING	2845.92
030055	07/03/19	CLS01	CLS LABS	ZONE SAMPLING	280.28
030055	07/03/19	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	44.10
030055	07/03/19	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	44.10

Sub-Total:(1)					3375.12
Sub-Count:	6				
030056	07/03/19	CWS01	CORBIN WILLITS SYS. INC.	MONTHLY CHARGE FOR JULY 2019	584.66

Sub-Total:(1)					584.66
Sub-Count:	1				
030057	07/03/19	DIR01	DIRECT METALS COMPANY, LLC	PO#018038: GRIP STRUT SAFETY GRATINGS	1173.00

Sub-Total:(1)					1173.00
Sub-Count:	1				
030058	07/03/19	DIT01	DITCH WITCH EQUIPMENT COMPANY,	PO#018063: PARTS FOR VACTOR TRAILER - DISTRIBUTION	1190.53

Sub-Total:(1)					1190.53
Sub-Count:	1				
030059	07/03/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	8.57
030059	07/03/19	DIV05	PLACERVILLE AUTO PARTS, INC	Misc. Vehicle Maintenance, Materials & Supplies	55.74

Sub-Total:(1)					64.31
Sub-Count:	2				
030060	07/03/19	ELD05	EDC AUDITOR-CONTROLLER	LAFCO NET OPERATING EXPENSE 2019/2020	3723.18

Sub-Total:(1)					3723.18
Sub-Count:	1				
030061	07/03/19	ELD16	EL DORADO DISPOSAL SERVICE	Utilities-GARBAGE 6425 MAIN ST 6/01-6/30/19	110.47
030061	07/03/19	ELD16	EL DORADO DISPOSAL SERVICE	Utilities-GARBAGE 3650 SWEETWATER TR 6/01-6/30/19	110.47
030061	07/03/19	ELD16	EL DORADO DISPOSAL SERVICE	Utilities-GARBAGE 8180 BALDERSTON RD 6/01-6/30/19	110.47

Sub-Total:(1)					331.41
Sub-Count:	3				
030062	07/03/19	ELL02	ALEXIS ELLIOTT	PANTS REIMB 2019 CALENDAR YEAR PER MOU	25.50

Sub-Total:(1)					25.50
Sub-Count:	1				

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030063	07/03/19	ESR01	ENVIROMENTAL SYSTEMS RESEARCH	ArcGIS TERM LICENSE 07/11/19-07/10/2020	1700.00
Sub-Total: (1)					1700.00
Sub-Count: 1					
030064	07/03/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	52.52
030064	07/03/19	GAR02	GARDEN VALLEY FEED & HDW.	Misc. Materials & Supplies for treated water and	57.89
Sub-Total: (1)					110.41
Sub-Count: 2					
030065	07/03/19	GEM01	GEMPLER'S, INC.	PO#018005: GLOVES & SAFETY GLASSES FOR DITCH	265.73
030065	07/03/19	GEM01	GEMPLER'S, INC.	PO#018005: GLOVES FOR DITCH	65.94
Sub-Total: (1)					331.67
Sub-Count: 2					
030066	07/03/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	31.66
030066	07/03/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	83.81
030066	07/03/19	GEO01	GEORGETOWN ACE HDW	Misc. Materials & Supplies for treated water and	7.92
030066	07/03/19	GEO01	GEORGETOWN ACE HDW	ADJ-CREDIT APPLIED AS SHOWN ON VENDOR STATEMENTS	-24.50
030066	07/03/19	GEO01	GEORGETOWN ACE HDW	ADJ-CREDIT APPLIED AS SHOWN ON VENDOR STATEMENTS	-24.50
030066	07/03/19	GEO01	GEORGETOWN ACE HDW	ADJ-CREDIT APPLIED AS SHOWN ON VENDOR STATEMENTS	-24.51
Sub-Total: (1)					49.88
Sub-Count: 6					
030067	07/03/19	GEO04	DIVIDE SUPPLY ACE HARDWARE	Misc. Materials & Supplies for treated water and	51.16
Sub-Total: (1)					51.16
Sub-Count: 1					
030068	07/03/19	GOV01	GOVERNMENT FINANCE	MEMBERSHIP RENEWAL FOR 08/01/2019-07/31/2020	160.00
Sub-Total: (1)					160.00
Sub-Count: 1					
030069	07/03/19	GRA01	GRAINGER, INC.	PO#018047: INSECT KILLER & REPELLENT FOR DIST	218.29
030069	07/03/19	GRA01	GRAINGER, INC.	PO#018056: SUPPLIES FOR SHOP	36.59
030069	07/03/19	GRA01	GRAINGER, INC.	PO#018056: SUPPLIES FOR SHOP	36.59
030069	07/03/19	GRA01	GRAINGER, INC.	PO#018056: SUPPLIES FOR SHOP	36.59
030069	07/03/19	GRA01	GRAINGER, INC.	PO#018056: HYDRATION SUPPLIES-SPORTS DRINK ASSORT	36.26
030069	07/03/19	GRA01	GRAINGER, INC.	PO#018056: HYDRATION SUPPLIES-SPORTS DRINK ASSORT	36.25
030069	07/03/19	GRA01	GRAINGER, INC.	PO#018056: HYDRATION SUPPLIES-SPORTS DRINK ASSORT	36.25
030069	07/03/19	GRA01	GRAINGER, INC.	PO#018057: CORDLESS COMBO KITS & TOOLS	295.18
Sub-Total: (1)					732.00
Sub-Count: 8					
030070	07/03/19	HAC01	HACH COMPANY	PO#018025: SUPPLIES FOR TREATMENT PLANT	5011.84
030070	07/03/19	HAC01	HACH COMPANY	PO#018025: SUPPLIES FOR TREATMENT PLANT	18.94
Sub-Total: (1)					5030.78
Sub-Count: 2					
030071	07/03/19	HAR03	HARRIS INDUSTRIAL GASES	PO#018053: GAS FOR UP COUNTRY	85.75
Sub-Total: (1)					85.75
Sub-Count: 1					
030072	07/03/19	HDS01	HD SUPPLY WATERWORKS, LTD	PO#018058: TOOLS FOR TRUCK #18	231.65
Sub-Total: (1)					231.65
Sub-Count: 1					
030073	07/03/19	HOM01	HOME DEPOT CREDIT SERVICE	PO#018055: TOOLS FOR NEW TREATMENT PLANT	377.76
030073	07/03/19	HOM01	HOME DEPOT CREDIT SERVICE	PO#018052: MAT. & SUPPLIES FOR NEW TREATMENT PLANT	267.12
Sub-Total: (1)					644.88
Sub-Count: 2					
030074	07/03/19	ICM02	ICMA-R.T.-457 (ee)	Payroll withholding-ICMA	1611.08
Sub-Total: (1)					1611.08
Sub-Count: 1					
030075	07/03/19	IUO01	IUOE, LOCAL 39	Union Dues Payable-LOCAL 39	349.57
Sub-Total: (1)					349.57
Sub-Count: 1					

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030076	07/03/19	IU002	PEU LOCAL #1	UNION DUES-LOCAL 1	262.46
Sub-Total: (1)					262.46
Sub-Count: 1					
030077	07/03/19	MJT01	MJT ENTERPRISES, INC.	05/20/19-05/26/19	637.00
030077	07/03/19	MJT01	MJT ENTERPRISES, INC.	05/20/19-05/26/19	294.00
030077	07/03/19	MJT01	MJT ENTERPRISES, INC.	05/20/19-05/26/19	39.20
030077	07/03/19	MJT01	MJT ENTERPRISES, INC.	05/27/19-06/02/19	744.80
030077	07/03/19	MJT01	MJT ENTERPRISES, INC.	05/27/19-06/02/19	19.60
030077	07/03/19	MJT01	MJT ENTERPRISES, INC.	05/27/19-06/02/19	362.60
030077	07/03/19	MJT01	MJT ENTERPRISES, INC.	06/03/19-06/09/19	597.80
030077	07/03/19	MJT01	MJT ENTERPRISES, INC.	06/03/19-06/09/19	196.00
030077	07/03/19	MJT01	MJT ENTERPRISES, INC.	06/10/19-06/16/19	352.80
030077	07/03/19	MJT01	MJT ENTERPRISES, INC.	06/10/19-06/16/19	58.80
030077	07/03/19	MJT01	MJT ENTERPRISES, INC.	06/17/19-06/23/19	382.20
Sub-Total: (1)					3684.80
Sub-Count: 11					
030078	07/03/19	NAT04	NATIONAL DOCUMENT	PO#018043: CCR REPORT POSTCARDS & POSTAGE	1805.55
030078	07/03/19	NAT04	NATIONAL DOCUMENT	PO#018043: BLUE ALT POSTCARDS FOR ZONE	131.57
Sub-Total: (1)					1937.12
Sub-Count: 2					
030079	07/03/19	NBS01	NBS	KELSEY NORTH QUARTERLY ADMIN FEES 7/1/19-9/30/19	695.63
030079	07/03/19	NBS01	NBS	STEWART MINE QUARTERLY ADMIN FEES 7/1/19-9/30/19	347.82
Sub-Total: (1)					1043.45
Sub-Count: 2					
030080	07/03/19	NTU01	NTU TECHNOLOGIES, INC.	PO#018050: PRO PAC 9890, 8 55-GAL DRUMS 4 BOTH WTP	7591.24
Sub-Total: (1)					7591.24
Sub-Count: 1					
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	0967683154-9 ALT	22363.66
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	9644745072-5	58.85
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	1383483826-3	62.95
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	8019291332-7	30.43
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	9592050405-7	18.13
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	7269328928-1	19.71
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	9103062795-3	357.04
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	0800178691-5	66.29
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	2102211877-8	32.09
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	7804325001-4	8.48
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	2060545213-3	617.91
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	2060545213-3	205.97
030081	07/03/19	PAC02	PACIFIC GAS & ELECTRIC	6228064022-8	628.58
Sub-Total: (1)					24470.09
Sub-Count: 13					
030082	07/03/19	PAC06	PACE SUPPLY 23714-00	Misc. Materials & Supplies for Distribution	331.98
030082	07/03/19	PAC06	PACE SUPPLY 23714-00	Misc. Materials & Supplies for Distribution	781.53
Sub-Total: (1)					1113.51
Sub-Count: 2					
030083	07/03/19	POL01	POLLARD WATER	PO#018040: SAMPLE BOTTLES FOR WTP	238.56
030083	07/03/19	POL01	POLLARD WATER	PO#018062: POCKET COLORMETER FOR ALT WTP	472.78
Sub-Total: (1)					711.34
Sub-Count: 2					
030084	07/03/19	POW01	POWERNET GLOBAL COMM.	Utilities-LONG DISTANCE 05/19/19-06/19/19	128.77
Sub-Total: (1)					128.77
Sub-Count: 1					
030085	07/03/19	PRO04	PAUL FUNK	CLEANING SERVICES FOR JUNE 2019	265.00
Sub-Total: (1)					265.00
Sub-Count: 1					
030086	07/03/19	PSO01	PSOMAS	PROFESSIONAL SERVICES FROM 04/26/19-05/30/19	14935.00
Sub-Total: (1)					14935.00
Sub-Count: 1					

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030087	07/03/19	ROB02	ROBINSON ENTERPRISES	T & D RAW WATER FUEL USAGE ALLOCATION	938.89
030087	07/03/19	ROB02	ROBINSON ENTERPRISES	WATER TREATMENT FUEL USAGE ALLOCATION	265.74
030087	07/03/19	ROB02	ROBINSON ENTERPRISES	T & D TREATED WTR FUEL USAGE ALLOCATION	809.68
030087	07/03/19	ROB02	ROBINSON ENTERPRISES	ZONE FUEL USAGE ALLOCATION	167.62
030087	07/03/19	ROB02	ROBINSON ENTERPRISES	UPCOUNTRY FUEL USAGE ALLOCATION	365.72
030087	07/03/19	ROB02	ROBINSON ENTERPRISES	ADMIN. FUEL USAGE ALLOCATION	.00
Sub-Total: (1)					2547.65
Sub-Count: 6					
030088	07/03/19	ROC02	KENNETH D. WELSH	9" STEEL TRIM BLADES SET & SHARPENED x25 @7.50ea	93.75
030088	07/03/19	ROC02	KENNETH D. WELSH	9" STEEL TRIM BLADES SET & SHARPENED x25 @7.50ea	93.75
Sub-Total: (1)					187.50
Sub-Count: 2					
030089	07/03/19	SIE10	SIERRA SAFETY	PO#018065: MARKING PAINT - BLUE, BLACK, WHITE	91.74
Sub-Total: (1)					91.74
Sub-Count: 1					
030090	07/03/19	SIG01	SIGNAL SERVICE INC	PERMIT FEE for ALT TREATMENT PLANT	186.00
Sub-Total: (1)					186.00
Sub-Count: 1					
030091	07/03/19	TEI01	A. TEICHERT & SON, INC	PO#018046: 3/4" AB ROCK FOR WALTON SPILLWAY	153.04
030091	07/03/19	TEI01	A. TEICHERT & SON, INC	PO#018044: 3/4" AB-2 ROCK	278.65
030091	07/03/19	TEI01	A. TEICHERT & SON, INC	PO#018044: 3/4" AB-2 ROCK	271.22
Sub-Total: (1)					702.91
Sub-Count: 3					
030092	07/03/19	USA03	USA BLUE BOOK	PO#018034: MAT. & SUPPLIES FOR NEW TREATMENT PLANT	677.08
030092	07/03/19	USA03	USA BLUE BOOK	PO#018041: FLUORIDE REAGENT FOR NEW TREATMENT PLANT	205.01
030092	07/03/19	USA03	USA BLUE BOOK	PO#018054: MAT. & SUPPLIES FOR NEW TREATMENT PLANT	263.60
030092	07/03/19	USA03	USA BLUE BOOK	PO#018054: MAT. & SUPPLIES FOR NEW TREATMENT PLANT	1619.65
030092	07/03/19	USA03	USA BLUE BOOK	PO#018054: MAT. & SUPPLIES FOR NEW TREATMENT PLANT	3.85
030092	07/03/19	USA03	USA BLUE BOOK	PO#018059: MAT. & SUPPLIES FOR NEW TREATMENT PLANT	133.53
Sub-Total: (1)					2902.72
Sub-Count: 6					
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	CAL CARD - PAYPAL CALPELRA	1065.00
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	CONSOLIDATED PLASTICS	135.44
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	SIERRA CHEMICAL	81.73
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	ULINE	138.41
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	CONSOLIDATED PLASTICS	474.05
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	NEW PIG CORP	233.17
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	NEW PIG CORP	233.17
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	USA BLUE BOOK	25.69
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	USA BLUE BOOK	337.49
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	MICROSOFT	16.00
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	MICROSOFT	16.00
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	MICROSOFT	84.00
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	SIERRA CHEMICAL	17.15
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	MCNICHOLS	1264.88
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	CHIPOTLE - MONTEREY CONFERENCE	11.53
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	MONTEREY DOWNTOWN PARKING GARAGE	7.00
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	SOUTHWEST AIRLINES	239.95
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	CASA MUNRAS HOTEL MONTEREY	529.01
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	MILLENNIUM BILTMORE HOTEL LOS ANGELES	788.64
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	CREDIT FROM SOUTHWEST AIRLINES	-85.98
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	DRI CRASHPLAN COMPUTER BACKUP	2.49
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	STAMPS.COM	400.00
030093	07/03/19	USB05	U.S. BANK CORPORATE PAYMENT SY	STAMPS.COM	17.99
Sub-Total: (1)					6032.81
Sub-Count: 23					
030094	07/03/19	VER01	VERIZON WIRELESS	530-333-3494	53.33
030094	07/03/19	VER01	VERIZON WIRELESS	530-333-3760	81.67
030094	07/03/19	VER01	VERIZON WIRELESS	530-333-3872	53.33
030094	07/03/19	VER01	VERIZON WIRELESS	530-333-3940	53.33
030094	07/03/19	VER01	VERIZON WIRELESS	530-333-3978	53.33
030094	07/03/19	VER01	VERIZON WIRELESS	530-333-7608	26.86
030094	07/03/19	VER01	VERIZON WIRELESS	530-457-7078	53.33
030094	07/03/19	VER01	VERIZON WIRELESS	530-957-1146	38.01
030094	07/03/19	VER01	VERIZON WIRELESS	530-957-3814	71.31
030094	07/03/19	VER01	VERIZON WIRELESS	530-957-4413	53.33
030094	07/03/19	VER01	VERIZON WIRELESS	530-957-5427	53.33
030094	07/03/19	VER01	VERIZON WIRELESS	530-957-5471	53.33
030094	07/03/19	VER01	VERIZON WIRELESS	530-957-5472	53.33
030094	07/03/19	VER01	VERIZON WIRELESS	530-957-5492	53.33
030094	07/03/19	VER01	VERIZON WIRELESS	530-957-8086	53.33

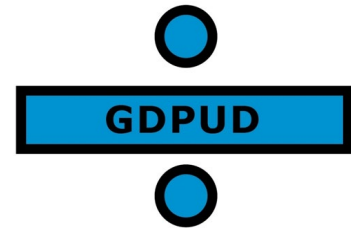
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030094	07/03/19	VER01	VERIZON WIRELESS	530-957-8155	53.33
Sub-Total: (1)					857.81
Sub-Count: 16					
030095	07/03/19	WAL02	WALKER'S OFFICE SUPPLY	Misc. Office Supplies	216.82
030095	07/03/19	WAL02	WALKER'S OFFICE SUPPLY	Misc. Office Supplies	42.37
030095	07/03/19	WAL02	WALKER'S OFFICE SUPPLY	Misc. Office Supplies	-7.89
Sub-Total: (1)					251.30
Sub-Count: 3					
030096	07/03/19	WAL03	JACOB WALSH	BOOT REIMBURSEMENT FY 2018/2019 PER MOU	100.00
030096	07/03/19	WAL03	JACOB WALSH	BOOT REIMBURSEMENT FY 2018/2019 PER MOU	100.00
Sub-Total: (1)					200.00
Sub-Count: 2					
030097	07/03/19	WEL02	WELLS FARGO BANK	JULY 2019 WALTON LAKE ANNUAL RESERVE	2296.95
Sub-Total: (1)					2296.95
Sub-Count: 1					
030098	07/03/19	\R010	████████████████████	MQ CUSTOMER REFUND FOR ██████████	10.00
Sub-Total: (1)					10.00
Sub-Count: 1					
Grn-Total:					571057.15
Ttl-Count: 591					

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2019
AGENDA ITEM NO. 5.C.**



AGENDA SECTION: CONSENT

SUBJECT: FISCAL YEAR 2018-2019 THIRD QUARTER BUDGET REVIEW

PREPARED BY: Christina Cross, Management Analyst

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

In order to provide timely information to the Board and the public, the attached report provides a comparison of approved operating budget to actual revenues and expenditures for the First, Second and Third Quarters of Fiscal Year 2018-2019 (Attachment 1). Material differences are explained in the staff report.

DISCUSSION

Revenues

At the end of the third quarter, water operating fund revenues including property taxes, leases, and the water treatment plant supplemental charge were at 63.8% of the budgeted amount. Residential water sales were at 71.6%, commercial water sales were at 77.7%, irrigation water sales are at 52.4% and property tax revenues were at 49.9%.

Wastewater operating fund revenues are at 68% of the budgeted amount.

Expenditures

At the end of the third quarter, water operating fund expenditures were at 70.4% of the budgeted amount, and wastewater operating fund expenditures were at 55.7% of the budgeted amount.

Water

Across all water divisions, including administration and customer service, over all expenditures are averaging 69% of the annual budget at the third quarter.

Wastewater

All wastewater operating expenditures during the first quarter are at 55.7% for this point in the fiscal year.

FISCAL IMPACT

Overall, first, second, and third quarter operating revenues and expenditures are within the expected ranges for this time of year. Overtime and Standby in water operations are higher than anticipated and will be monitored.

CEQA ASSESSMENT

This action is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) receive and file this report.

ATTACHMENTS

1. Fiscal Year 2018-2019 3rd Quarter Budget Report

AGENDA ITEM 5.C.

Attachment 1

Fiscal Year 2018-2019 3rd Quarter Budget Report

FUND #: 10

Name: Water Fund

Revenue Description	Year-to-Date Proforma Budget	Year-to-Date Amended Budget	Current Actual	Year-to-Date Actual	Pct(%)	Budget Remaining
3010 Water Sales-Res	0.00	-2,381,907.00	1,276.81	-1,704,656.81	71.6	-677,250.19
3020 Water Sales-Com	0.00	-294,393.00	0.00	-228,823.39	77.7	-65,569.61
3030 Water Sales-Cst	0.00	-10,000.00	0.00	-7,746.30	77.5	-2,253.70
3040 Water Sales-Irr	0.00	-480,000.00	0.00	-251,302.32	52.4	-228,697.68
3045 SURCHARGE	0.00	-648,923.00	-82.71	-329,935.18	50.8	-318,987.82
3060 Installation	0.00	-10,436.00	-3,129.05	-6,815.85	65.3	-3,620.15
3090 Other Operating	0.00	0.00	0.00	2.96	.0	-2.96
3180 MAT/LABOR CHG	0.00	0.00	0.00	-55.12	.0	55.12
4020 Interest	0.00	-10,500.00	-3,548.54	-34,083.12	324.6	23,583.12
4025 UNRLZD +/-	0.00	0.00	0.00	-1,894.92	.0	1,894.92
4030 Penalties	0.00	-46,000.00	-152.00	-33,333.54	72.5	-12,666.46
4040 Lease/Media One	0.00	-105,500.00	-8,251.17	-63,910.83	60.6	-41,589.17
4050 Property Taxes	0.00	-1,660,000.00	0.00	-827,700.00	49.9	-832,300.00
4090 Other/lease	0.00	0.00	-1,512.47	-1,825.97	.0	1,825.97
4095 MISC INCOME	0.00	0.00	0.00	-2,560.20	.0	2,560.20
4998 unreconciled***	0.00	0.00	0.00	5.50	.0	-5.50
DEPT Subtotal ----->	0.00	-5,647,659.00	-15,399.13	-3,494,635.09	-61.9	-2,153,023.91
3045 5300 SURCHARGE Water Treatmnt	0.00	0.00	0.00	-109,719.14	.0	109,719.14
FUND TOTAL	0.00	-5,647,659.00	-15,399.13	-3,604,354.23	-63.8	-2,043,304.77

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 Budget Report for Revenues by FUND
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FUND #: 40

Name: Zone Fund

Revenue Description	Year-to-Date Proforma Budget	Year-to-Date Amended Budget	Current Actual	Year-to-Date Actual	Pct(%)	Budget Remaining
3192 Zone Charges	0.00	-391,600.00	0.00	-260,960.18	66.6	-130,639.82
3193 ZONE-ESCROW FEE	0.00	-25,100.00	-4,400.00	-19,200.00	76.5	-5,900.00
3194 Septic Design	0.00	-2,700.00	0.00	-600.00	22.2	-2,100.00
4020 Interest	0.00	-7,200.00	0.00	-7,967.84	110.7	767.84
4025 UNRLZD +/-	0.00	0.00	0.00	-1,253.55	.0	1,253.55
DEPT Subtotal ----->	0.00	-426,600.00	-4,400.00	-289,981.57	-68.0	-136,618.43
FUND TOTAL	0.00	-426,600.00	-4,400.00	-289,981.57	-68.0	-136,618.43

FUND #:	Name:	Water Fund	Year-to-Date	Year-to-Date	Encumbrance	Current	Year-to-Date	Unencumbered	
Expenditure Description	Prof	Budget	Amended	Budget	Balance	Actual	Actual	Pct(%)	Balance
5010	5100 Super & Labor Srce of Supply	0.00	113229.00	0.00	0.00	10241.20	87588.81	77.4	25640.19
5011	5100 Wages-Part time Srce of Supply	0.00	5000.00	0.00	0.00	0.00	2553.60	51.1	2446.40
5013	5100 PERS UAL Srce of Supply	0.00	19189.00	0.00	0.00	1599.15	14392.34	75.0	4796.66
5014	5100 P.E.R.S. Srce of Supply	0.00	11180.00	0.00	0.00	572.31	9158.90	81.9	2021.10
5016	5100 Payroll Taxes Srce of Supply	0.00	11323.00	0.00	0.00	762.02	8439.27	74.5	2883.73
5017	5100 Standby Srce of Supply	0.00	6530.00	0.00	0.00	0.00	8370.00	128.2	-1840.00
5018	5100 Insurance - H&L Srce of Supply	0.00	37920.00	0.00	0.00	5372.77	34167.75	90.1	3752.25
5019	5100 Overtime Srce of Supply	0.00	6063.00	0.00	0.00	4.30	9678.03	159.6	-3615.03
5020	5100 Insurance - W.C Srce of Supply	0.00	3838.00	0.00	0.00	0.00	1524.00	39.7	2314.00
5038	5100 Mat.& Supp. Srce of Supply	0.00	11900.00	0.00	0.00	203.71	4898.23	41.2	7001.77
5039	5100 Materials - Oth Srce of Supply	0.00	0.00	0.00	0.00	0.00	6313.50	.0	-6313.50
5041	5100 Staff Develop Srce of Supply	0.00	1500.00	0.00	0.00	0.00	0.00	.0	1500.00
5044	5100 Utilities Srce of Supply	0.00	9491.00	0.00	0.00	1674.46	3870.09	40.8	5620.91
5046	5100 Veh. Maint. Srce of Supply	0.00	8000.00	0.00	0.00	1170.50	3534.16	44.2	4465.84
5048	5100 Vehicle - Oper Srce of Supply	0.00	6000.00	0.00	0.00	412.94	4795.20	79.9	1204.80
5080	5100 Outside Serv Srce of Supply	0.00	18000.00	0.00	0.00	-3722.19	20646.36	114.7	-2646.36
5084	5100 Government Reg Srce of Supply	0.00	34300.00	0.00	0.00	0.00	18684.82	54.5	15615.18
5095	5100 CAPITAL ACQ Srce of Supply	0.00	86033.00	0.00	0.00	0.00	48090.74	55.9	37942.26
DEPT 5100	Subtotal ----->	0.00	389496.00	0.00	0.00	18291.17	286705.80	73.6	102790.20
5010	5200 Super & Labor T&D Raw Water	0.00	259665.00	0.00	0.00	19367.63	191656.41	73.8	68008.59
5011	5200 Wages-Part time T&D Raw Water	0.00	5000.00	0.00	0.00	0.00	3579.60	71.6	1420.40
5013	5200 PERS UAL T&D Raw Water	0.00	155606.00	0.00	0.00	12965.25	116687.25	75.0	38918.75
5014	5200 P.E.R.S. T&D Raw Water	0.00	25638.00	0.00	0.00	746.54	18329.70	71.5	7308.30
5016	5200 Payroll Taxes T&D Raw Water	0.00	25967.00	0.00	0.00	1437.06	16727.41	64.4	9239.59
5017	5200 Standby T&D Raw Water	0.00	13060.00	0.00	0.00	0.00	9040.00	69.2	4020.00
5018	5200 Insurance - H&L T&D Raw Water	0.00	86960.00	0.00	0.00	5794.83	73137.28	84.1	13822.72
5019	5200 Overtime T&D Raw Water	0.00	13905.00	0.00	0.00	22.40	11336.64	81.5	2568.36
5020	5200 Insurance - W.C T&D Raw Water	0.00	8803.00	0.00	0.00	0.00	6451.65	73.3	2351.35
5038	5200 Mat.& Supp. T&D Raw Water	0.00	22200.00	0.00	0.00	2476.27	10219.45	46.0	11980.55
5039	5200 Materials - Oth T&D Raw Water	0.00	0.00	0.00	0.00	1457.50	1457.50	.0	-1457.50
5040	5200 Office Supplies T&D Raw Water	0.00	1600.00	0.00	0.00	0.00	0.00	.0	1600.00
5041	5200 Staff Develop T&D Raw Water	0.00	1500.00	0.00	0.00	0.00	0.00	.0	1500.00
5044	5200 Utilities T&D Raw Water	0.00	1292.00	0.00	0.00	-1714.80	854.86	66.2	437.14
5046	5200 Veh. Maint. T&D Raw Water	0.00	10000.00	0.00	0.00	133.22	6169.32	61.7	3830.68
5048	5200 Vehicle - Oper T&D Raw Water	0.00	13500.00	0.00	0.00	1174.51	11961.03	88.6	1538.97
5095	5200 CAPITAL ACQ T&D Raw Water	0.00	36033.00	0.00	0.00	0.00	439.22	1.2	35593.78
DEPT 5200	Subtotal ----->	0.00	680729.00	0.00	0.00	43860.41	478047.32	70.2	202681.68
5010	5300 Super & Labor Water Treatmnt	0.00	227281.00	0.00	0.00	13660.26	132636.19	58.4	94644.81
5013	5300 PERS UAL Water Treatmnt	0.00	28490.00	0.00	0.00	2375.63	21380.67	75.0	7109.33
5014	5300 P.E.R.S. Water Treatmnt	0.00	22441.00	0.00	0.00	719.02	13874.64	61.8	8566.36
5016	5300 Payroll Taxes Water Treatmnt	0.00	22728.00	0.00	0.00	1208.89	13052.37	57.4	9675.63
5017	5300 Standby Water Treatmnt	0.00	15710.00	0.00	0.00	1200.00	12100.00	77.0	3610.00
5018	5300 Insurance - H&L Water Treatmnt	0.00	76115.00	0.00	0.00	6942.30	49691.11	65.3	26423.89
5019	5300 Overtime Water Treatmnt	0.00	12171.00	0.00	0.00	1432.46	18726.09	153.9	-6555.09
5020	5300 Insurance - W.C Water Treatmnt	0.00	7705.00	0.00	0.00	0.00	2368.09	30.7	5336.91
5038	5300 Mat.& Supp. Water Treatmnt	0.00	69400.00	0.00	0.00	8715.59	51723.51	74.5	17676.49
5039	5300 Materials - Oth Water Treatmnt	0.00	10000.00	0.00	0.00	0.00	134.69	1.3	9865.31
5040	5300 Office Supplies Water Treatmnt	0.00	1800.00	0.00	0.00	0.00	0.00	.0	1800.00
5041	5300 Staff Develop Water Treatmnt	0.00	1500.00	0.00	0.00	0.00	250.00	16.7	1250.00
5044	5300 Utilities Water Treatmnt	0.00	164829.00	0.00	0.00	11410.31	138318.68	83.9	26510.32
5046	5300 Veh. Maint. Water Treatmnt	0.00	7000.00	0.00	0.00	144.73	3893.61	55.6	3106.39
5048	5300 Vehicle - Oper Water Treatmnt	0.00	6000.00	0.00	0.00	429.98	4988.39	83.1	1011.61
5076	5300 Bldg. Maint. Water Treatmnt	0.00	2000.00	0.00	0.00	0.00	0.00	.0	2000.00
5084	5300 Government Reg Water Treatmnt	0.00	35000.00	0.00	0.00	1058.13	22495.32	64.3	12504.68
DEPT 5300	Subtotal ----->	0.00	710170.00	0.00	0.00	49297.30	485633.36	68.4	224536.64
5010	5400 Super & Labor T&D Treated Wtr	0.00	375487.00	0.00	0.00	24520.24	214463.50	57.1	161023.50
5013	5400 PERS UAL T&D Treated Wtr	0.00	168773.00	0.00	0.00	14060.73	126546.57	75.0	42226.43
5014	5400 P.E.R.S. T&D Treated Wtr	0.00	37074.00	0.00	0.00	1361.05	20243.61	54.6	16830.39
5016	5400 Payroll Taxes T&D Treated Wtr	0.00	37549.00	0.00	0.00	1984.86	18868.16	50.2	18680.84
5017	5400 Standby T&D Treated Wtr	0.00	15710.00	0.00	0.00	1200.00	12100.00	77.0	3610.00
5018	5400 Insurance - H&L T&D Treated Wt	0.00	125748.00	0.00	0.00	7102.03	80169.48	63.8	45578.52
5019	5400 Overtime T&D Treated Wtr	0.00	20107.00	0.00	0.00	993.41	19680.55	97.9	426.45
5020	5400 Insurance - W.C T&D Treated Wt	0.00	12729.00	0.00	0.00	0.00	4758.37	37.4	7970.63
5038	5400 Mat.& Supp. T&D Treated Wtr	0.00	99200.00	0.00	0.00	8890.51	40429.84	40.8	58770.16
5039	5400 Materials - Oth T&D Treated Wt	0.00	0.00	0.00	0.00	1457.50	1457.50	.0	-1457.50
5040	5400 Office Supplies T&D Treated Wt	0.00	300.00	0.00	0.00	0.00	0.00	.0	300.00
5041	5400 Staff Develop T&D Treated Wtr	0.00	2000.00	0.00	0.00	0.00	125.00	6.3	1875.00
5044	5400 Utilities T&D Treated Wtr	0.00	21850.00	0.00	0.00	4078.62	10970.08	50.2	10879.92
5046	5400 Veh. Maint. T&D Treated Wtr	0.00	10000.00	0.00	0.00	98.56	6587.03	65.9	3412.97
5048	5400 Vehicle - Oper T&D Treated Wtr	0.00	19000.00	0.00	0.00	1491.51	15913.85	83.8	3086.15
5084	5400 Government Reg T&D Treated Wtr	0.00	11600.00	0.00	0.00	254.80	5151.06	44.4	6448.94
5095	5400 CAPITAL ACQ T&D Treated Wtr	0.00	38833.00	0.00	0.00	0.00	3961.06	10.2	34871.94
DEPT 5400	Subtotal ----->	0.00	995960.00	0.00	0.00	67493.82	581425.66	58.4	414534.34
5010	5500 Super & Labor Customer Accts	0.00	99684.00	0.00	0.00	6174.41	72432.34	72.7	27251.66
5011	5500 Wages-Part time Customer Accts	0.00	0.00	0.00	0.00	0.00	26772.85	.0	-26772.85
5013	5500 PERS UAL Customer Accts	0.00	12819.00	0.00	0.00	1070.29	9632.61	75.1	3186.39
5014	5500 P.E.R.S. Customer Accts	0.00	9842.00	0.00	0.00	233.04	6646.62	67.5	3195.38
5016	5500 Payroll Taxes Customer Accts	0.00	9968.00	0.00	0.00	458.28	5933.92	59.5	4034.08
5018	5500 Insurance - H&L Customer Accts	0.00	33384.00	0.00	0.00	3339.24	22547.56	67.5	10836.44
5019	5500 Overtime Customer Accts	0.00	338.00	0.00	0.00	10.10	241.50	71.4	96.50
5020	5500 Insurance - W.C Customer Accts	0.00	3379.00	0.00	0.00	0.00	679.96	20.1	2699.04
5040	5500 Office Supplies Customer Accts	0.00	21500.00	0.00	0.00	573.20	16256.01	75.6	5243.99

FUND #: 10		Name: Water Fund	Year-to-Date	Year-to-Date	Encumbrance	Current	Year-to-Date	Pct (%)	Unencumbered
Expenditure Description		Prof Budget	Amended Budget	Balance	Actual	Actual			Balance
5041	5500 Staff Develop Customer Accts	0.00	1290.00	0.00	0.00	450.00	34.9		840.00
5044	5500 Utilities Customer Accts	0.00	5830.00	0.00	466.93	4688.39	80.4		1141.61
5060	5500 Payroll Process Customer Accts	0.00	0.00	0.00	-20.00	0.00	.0		0.00
5080	5500 Outside Serv Customer Accts	0.00	48000.00	0.00	79.95	1002.05	2.1		46997.95
5095	5500 CAPITAL ACQ Customer Accts	0.00	30000.00	0.00	0.00	0.00	.0		30000.00
DEPT 5500 Subtotal ----->		0.00	276034.00	0.00	12385.44	167283.81	60.6		108750.19
5010	5600 Super & Labor	0.00	294584.00	0.00	33604.79	277765.80	94.3		16818.20
5011	5600 Wages-Part time	0.00	0.00	0.00	2611.70	25896.50	.0		-25896.50
5013	5600 PERS UAL	0.00	94873.00	0.00	7907.59	71168.31	75.0		23704.69
5014	5600 P.E.R.S.	0.00	29086.00	0.00	1570.09	24852.45	85.4		4233.55
5015	5600 I.C.M.A.	0.00	7790.00	0.00	596.16	5663.52	72.7		2126.48
5016	5600 Payroll Taxes	0.00	29458.00	0.00	2577.38	23277.27	79.0		6180.73
5018	5600 Insurance - H&L	0.00	98654.00	0.00	7360.18	59807.18	60.6		38846.82
5019	5600 Overtime	0.00	2775.00	0.00	7.18	76.30	2.7		2698.70
5020	5600 Insurance - W.C	0.00	9986.00	0.00	0.00	528.53	5.3		9457.47
5027	5600 Audit	0.00	21945.00	0.00	0.00	18560.00	84.6		3385.00
5034	5600 Insurance - Gen	0.00	72500.00	0.00	0.00	70024.27	96.6		2475.73
5036	5600 Legal	0.00	150000.00	0.00	0.00	134457.65	89.6		15542.35
5039	5600 Materials - Oth	0.00	2400.00	0.00	197.79	1780.11	74.2		619.89
5040	5600 Office Supplies	0.00	40150.00	0.00	2941.43	32265.80	80.4		7884.20
5041	5600 Staff Develop	0.00	5000.00	0.00	1193.62	4004.18	80.1		995.82
5042	5600 Travel	0.00	9140.00	0.00	0.00	1484.90	16.2		7655.10
5044	5600 Utilities	0.00	12169.00	0.00	3031.87	19317.96	158.7		-7148.96
5046	5600 Veh. Maint.	0.00	1000.00	0.00	0.00	132.08	13.2		867.92
5048	5600 Vehicle - Oper	0.00	1000.00	0.00	120.29	852.91	85.3		147.09
5060	5600 Payroll Process	0.00	14000.00	0.00	2187.47	7035.90	50.3		6964.10
5063	5600 BANK FEES	0.00	1000.00	0.00	20.00	212.72	21.3		787.28
5070	5600 Director Remun	0.00	24000.00	0.00	2000.00	17600.00	73.3		6400.00
5076	5600 Bldg. Maint.	0.00	8000.00	0.00	334.04	6763.13	84.5		1236.87
5080	5600 Outside Serv	0.00	152600.00	0.00	16967.28	118800.24	77.9		33799.76
5084	5600 Government Reg	0.00	3300.00	0.00	0.00	118.00	3.6		3182.00
5089	5600 Memberships	0.00	25000.00	0.00	6.96	22887.65	91.6		2112.35
5090	5600 Other	0.00	18000.00	0.00	0.00	2308.83	12.8		15691.17
5091	5600 Elections	0.00	10000.00	0.00	0.00	6781.96	67.8		3218.04
5095	5600 CAPITAL ACQ	0.00	30000.00	0.00	0.00	7384.92	24.6		22615.08
7010	5600 Interest	0.00	0.00	0.00	57.40	570.29	.0		-570.29
7011	5600 PRINCIPLE EXP	0.00	0.00	0.00	1173.48	9276.75	.0		-9276.75
DEPT 5600 Subtotal ----->		0.00	1168410.00	0.00	86466.70	971656.11	83.2		196753.89
FUND TOTAL		0.00	4220799.00	0.00	277794.84	2970752.06	70.4		1250046.94

FUND #: 40		Name: Zone Fund		Encumbrance Balance	Current Actual	Year-to-Date Actual	Pct(%)	Unencumbered Balance
Expenditure Description		Year-to-Date Prof Budget	Year-to-Date Amended Budget					
5010	6700 Super & Labor Zone	0.00	130159.00	0.00	7328.01	63245.14	48.6	66913.86
5013	6700 PERS UAL Zone	0.00	23917.00	0.00	1993.68	17943.13	75.0	5973.87
5014	6700 P.E.R.S. Zone	0.00	12851.00	0.00	216.24	5249.36	40.8	7601.64
5016	6700 Payroll Taxes Zone	0.00	13016.00	0.00	543.69	5031.36	38.7	7984.64
5018	6700 Insurance - H&L Zone	0.00	43589.00	0.00	1644.10	20028.06	45.9	23560.94
5019	6700 Overtime Zone	0.00	6970.00	0.00	21.49	36.21	.5	6933.79
5020	6700 Insurance - W.C Zone	0.00	4412.00	0.00	0.00	918.39	20.8	3493.61
5034	6700 Insurance - Gen Zone	0.00	5000.00	0.00	0.00	4829.26	96.6	170.74
5038	6700 Mat. & Supp. Zone	0.00	18000.00	0.00	194.92	3649.29	20.3	14350.71
5039	6700 Materials - Oth Zone	0.00	2750.00	0.00	1191.83	1191.83	43.3	1558.17
5040	6700 Office Supplies Zone	0.00	2750.00	0.00	0.00	1331.02	48.4	1418.98
5041	6700 Staff Develop Zone	0.00	1500.00	0.00	238.55	1038.16	69.2	461.84
5044	6700 Utilities Zone	0.00	12169.00	0.00	619.38	11193.05	92.0	975.95
5046	6700 Veh. Maint. Zone	0.00	4000.00	0.00	24.09	0.48	.0	3999.52
5048	6700 Vehicle - Oper Zone	0.00	4200.00	0.00	311.08	2599.71	61.9	1600.29
5080	6700 Outside Serv Zone	0.00	57720.00	0.00	2719.00	28450.45	49.3	29269.55
5084	6700 Government Reg Zone	0.00	34050.00	0.00	7831.09	33774.72	99.2	275.28
5089	6700 Memberships Zone	0.00	616.00	0.00	0.00	0.00	.0	616.00
5095	6700 CAPITAL ACQ Zone	0.00	25000.00	0.00	0.00	23825.76	95.3	1174.24
DEPT	6700 Subtotal ----->	0.00	402669.00	0.00	24877.15	224335.38	55.7	178333.62
FUND TOTAL		0.00	402669.00	0.00	24877.15	224335.38	55.7	178333.62

CANNABIS CULTIVATION HIDDEN DANGERS

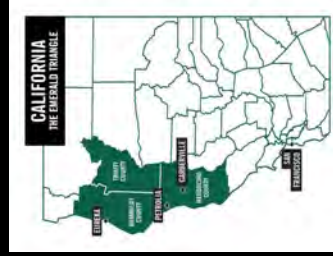
By Kristalynne Anderson, REHS, Bethany Prince, Trinity County Environmental Health

HOME TO THE TRINITY ALPS, SHASTA TRINITY NATIONAL FOREST, SIX RIVERS NATIONAL FOREST, TRINITY LAKE (3RD LARGEST RESERVOIR IN CALIFORNIA)



THE EMERALD TRIANGLE: A HISTORY OF CANNA CULTURE

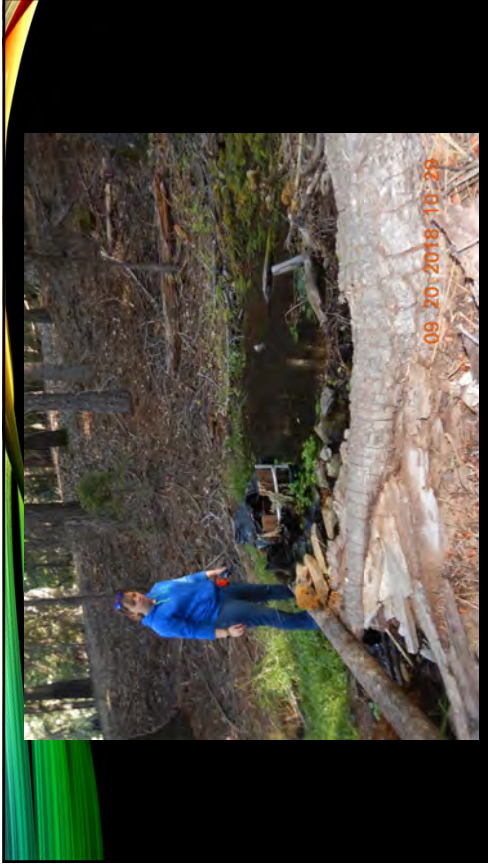
- Remote locations, small populations, hard to regulate
- After environmental actions towards logging took place, economy tanked when timber mills closed.
- It takes 6.5 hours to go from Northern to Southern Trinity County just highway time. Many locations have very long forest service roads to access property



WHAT CREATED THIS PHENOMENON?








SEDIMENT DISPOSAL IN CREEK BELOW COILTON PROPERTY (APN: 020-510-39-00) IN CREEK BELOW DRIVEWAY



7/25/2016 at 1401



7/25/2016 at 1412



INDOOR CULTIVATION



- Greenhouse or makeshift hoop house
- Rope and string throughout, plastic netting and extension cords running through site.



SOME OBVIOUS DANGERS



SOME NOT SO OBVIOUS: ENCLOSED AREAS, UNLABELED CONTAINERS ARE GOOD EXAMPLES

HOW DO WE IDENTIFY THE HAZARD?



ILLEGAL/RESTRICTED USE PESTICIDES



- ❖ What to look for?
- ❖ How to identify?
- ❖ Types mentioning today: organophosphates/carbamate
- ❖ Symptoms
- ❖ Treatment

WHAT TO LOOK FOR

- CANNABIS CULTIVATION AREAS:



LABELS NOT WRITTEN IN ENGLISH



PESTICIDES: LOOK FOR THESE LABELS



Environmental Toxicity
Aquatic toxicity (non-mandatory)



Health Hazard
Carcinogen, mutagen and reproductive toxicity



Acute Toxicity
Fatal or toxic

UNLABELED/UNMARKED CONTAINERS, WHICH LOOKS HAZARDOUS?



UNLABELED/UNMARKED CONTAINERS



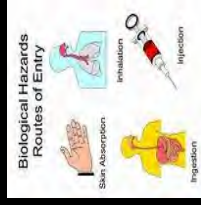
SYMPTOMS OF ORGANOPHOSPHATE/CARBAMATE POISONING

- Dizziness, Sweating, labored breathing, unconsciousness, vomiting, pupillary constriction, muscle cramp, excessive salivation, abdominal cramping, headaches, incontinence



ROUTES OF EXPOSURE OF CARBAMATE AND ORGANOPHOSPHATE POISONING

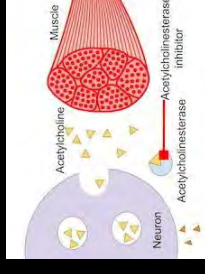
- INHALATION: TO BREATH OR INHALE
- TRANSDERMAL: ABSORPTION THROUGH SKIN AND THROUGH LATEX GLOVES
- INGESTION: EATING OR DRINKING ITEMS IN CONTACT WITH



WHAT IS AN ORGANOPHOSPHATE/CARBAMATE?

What is it doing?

- Attacks the central nervous system of bugs, animals, and humans
- build-up of acetylcholine
- cholinesterase inhibition
- constant firing of electrical messages
- potential symptoms of: twitching, trembling, paralyzed breathing, convulsions, and in extreme cases, death. Similar to Sarin Gas poisoning



How does it do it?

EXPOSURE CASES CLOSE TO TRINITY

- 2014: 6 cases of poisoning, 5 were in Shasta, 1 methamidophos, 5 Carbofuran
- 2016: K-9 Exposure in Trinity County
- 2018: Medocino County, CA Deputy falls ill to methamidophos exposure

HEADLINES

- August 2018: SACRAMENTO, Calif. (AP) — Nine of every 10 illegal marijuana farms raided in California this year contained traces of powerful and potentially lethal pesticides that are poisoning wildlife and could endanger water supplies, researchers and federal authorities said Tuesday. (This data was on Federal lands)
- Map

FIREFIGHTERS FACE THE DANGERS OF EXPOSURE



- IERC and Dr. Mourad Gabriel has been doing outreach to warn of the dangers that they're finding
- TCEH has been doing press releases when a known release or exposure occurs and working with law enforcement, fire districts, local, state and federal agencies.

TREATMENT FOR ACUTE EXPOSURE

• Treatment

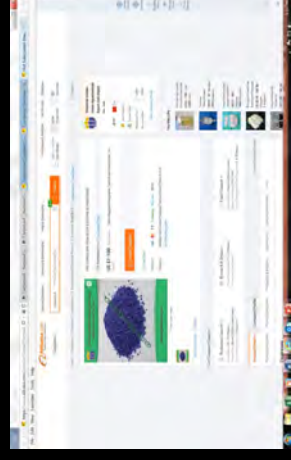
- 1. If necessary, clear airway and administer oxygen (avage may be necessary, as well as cardiac and respiratory mechanical support and monitoring)
- 2. Atropine sulfate IV (preferred) ≥ 12 yrs. 0.4-2.0 mg q/15 (until atropinization: flushing, dry mouth, dilated pupils ≥ 12 yrs. 1-2 gm/minute IV (No more than 0.2 gm/minute) < 12 yrs. 20-50 mg/kg Repeat in 1-2 hours, substance of exposure)
- 3. Draw hepatized blood sample
- 4. Pralidoxime (pyridoxam, 2-PAM) may be necessary if severe respiratory or neuromuscular compromise exists ≥ 12 yrs. 1-2 gm/minute IV (No more than 0.2 gm/minute) < 12 yrs. 20-50 mg/kg Repeat in 1-2 hours, then in 10-12 intervals. (Do NOT use for probable carbamate poisoning)
- 5. 72-hour observation

PPE LEVEL B/C AND DECON

- SCBA, chemical protective clothing
- Strip down, use non abrasive material on skin contact, soap and water, non-alcoholic solutions



\$\$\$\$\$EASY TO BUY\$\$\$\$\$



SETTING THE SCENE

- On October 2nd, 2018 at 0900 EH arrives at scene. California Department of Fish and Wildlife was conducting a Search Warrant for many environmental issues, including concerns of illegal streambed alteration and substantial water diversion, scene was secured by law enforcement, prior to our arrival.
- 10 miles outside of Burnt Ranch, CA, up a forest serviceroad.
- 55° and raining med/heavy
- The property was a square 40 acres and 2 sides of the property were on a steep slope. The remaining sides were facing neighboring adjoining parcels.

Headwaters to Mill Creek, a large tributary to the Trinity River



ILLEGAL MARIJUANA CULTIVATION ACTIVITIES

- 5 large cultivation sites
- 3 sites were terraced on 40% grade directly above Mill Creek, 4200 elevation above 3200 in creek (1000' drop)
- 2 flattened pads with greenhouses

40 ACRES OF VIOLATIONS

Piles of trash



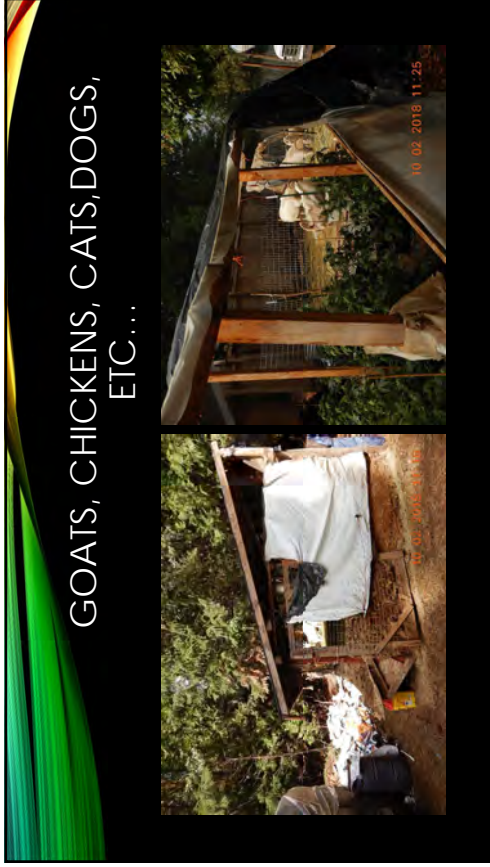
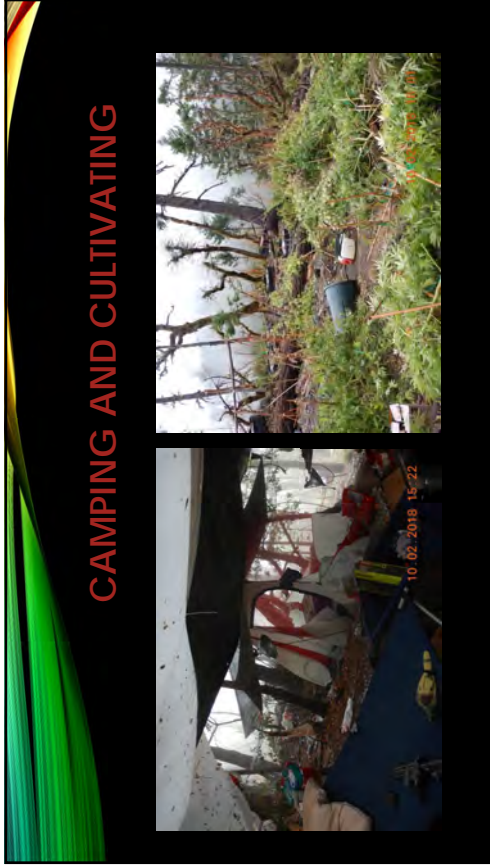
Burned Garbage



ILLEGAL CAMPING/LIVING ON PROPERTY

- Sewage
- Trash
- an abundance of mistreated animals throughout scene







DANGER!

- Deadly if you ingest
- Deadly if in contact with your skin
- Deadly if you inhale



LOOKING FOR MORE EVIDENCE...



PESTICIDE/WATER MIX STORAGE

AVECTIN 1B, BESIEGE, SEVIN AND CLEAR UNKNOWN RED LIQUID



WHAT ARE THESE SODA AND WATER BOTTLES???



HAZCAT—CARBAMATE POSITIVE

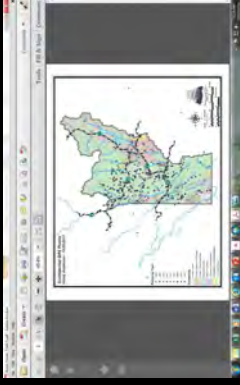


TIMELINE OF EVENTS FOLLOWING

- LEFT SITE AND DROVE 1/2 HOUR EACH WAY TO GET CELL RECEPTION
- CALLED DTSC, ER RESPONSE LINE, WHAT DO WE DO WITH ALL OF THESE CONTAMINATED PLANTS AND SOIL?
- CALLED AROUND TO SEE IF THERE WAS A "TYPICAL" SOLUTION, WE HAD NOT DEALT WITH IT ON PRIVATE LAND IN THE PAST, AND THE 40% GRADE OF TERRACING AND HEAVY RAIN, MEANT IT COULD GO IN THE CREEK.
- LE WAS WORRIED ABOUT THE CONTAMINATED PLANTS BEING SOLD TO UNSUSPECTING CUSTOMERS.
- 8 OF 11 SUSPECTS HAD BEEN DETAINED, WHAT DO WE DO WITH THE REMAINDER SUSPECTS, HOW DO WE KEEP THEM FROM CONTAMINATING OTHERS?
- ANIMAL CONTROL DIDN'T WANT ANIMALS MOVING OFF OF SITE.

WE HAD SOME BACKGROUND KNOWLEDGE

- Dr. Murad Gabriel/CDFW/USFS/local Sheriff's Department had warned EH of their findings on National Forest land...
- TCEH released a prop 65 warning after finding 107 watersheds possibly contaminated with illegal pesticides in Trinity County
- Remediation projects led by Integral Ecology Research Center, CDFW, USFS and non-profit organizations
- Some Carboran experience and training
- What is Methamidophos????



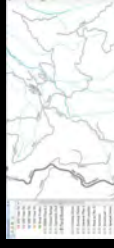
THE 3 IMMEDIATE ISSUES, RAISED BY EH



RESIDENTS REFUSE TO LEAVE
QUARANTINE - SO THEY COULDN'T GO AND CONTAMINATE OTHERS



ANIMALS CONTAMINATED
ORDERED BY QUARANTINE TO KEEP ANIMALS ONSITE/DISPATCH ANIMALS



CONTAMINATION HEADING TOWARDS CREEK
WE WANTED TO FIND OUT OUR OPTIONS THAT WOULD WORK WITH THIS PROPERTY

ADDITIONAL ISSUES BROUGHT UP BY LE

Will they remove and sale contaminated product?

- Removing threats to wildlife from property...
- What is going to happen to this threat? How will it be removed?



HOW DO WE RESPOND?



FOR IMMEDIATE THREATS WE QUARANTINED THE SITE



DTSC ER RESPONSE

- SAID THEY WOULD TAKE THE BOTTLES OF ILLEGAL/RESTRICTED PESTICIDES
- SET UP MEETING TO INVESTIGATE ALL OPTIONS FOR IMMEDIATE MITIGATION MEASURES
- ADAM PALMER HELPED TC AND CDFW SET UP A MEETING WITH CALEPA, DTSC, DPR, OEHHHA, USEPA, AND OUR LOCAL AG COMMISSIONER FOR OCTOBER 18



WE COULDN'T POST SITE TO KEEP SECURE

- Taped off areas surrounded by neighboring parcels and put large redtag warnings.
- CDFW and Trinity County have a very limited LE staff
- 40 acres 1 hour off of main Hwy. 2 hours from Weaverville (County seat).
- We followed up 4 times the first week to make sure no one was leaving the property or moving animals on/off or Cannabis materials...
- Issued an immediate warning for the water drinkers down stream (prop 65)
- We hosted a public information meeting with CDFW
- We followed up additionally with Animal Control and continued to monitor site intermittently

REQUIRED REMEDIATION

- Our joint meeting led to some answers on how to deal with what was left:
 - Waddles were going to stop flows off of steep slope side
 - Half-life of the chemicals left onsite
 - How to approach future situations



HALF LIFE: IF USED CORRECTLY

- Carbofuran (Carbamate) applied correctly (diluted to the correct amount) has a half life of 35 days at pH 7, at pH 5.5 half-life is at 1535 days, more alkaline, more moisture—the quicker the breakdown, the lower, the longer the half-life. Cannabis plants prefer soil to be a little acidic.
- Methidophos (Organophosphate) breaks down slower in water, and slower with lower pH, 5.5 in water 309 days, at pH 7, 27 days. (mutagenic)

SOLUTIONS

- Meeting resulted in "new approach" to cultivation sites
- OEHA gives us information on half life of each chemical
- Owner gets an engineer and licensed environmental cleanup crew to attempt remediation.
- We are still working towards a solution
- Removal of soil and testing than repeat until clean results
- Site cleanup and permits for restoration of creek



VIDEOS

[HTTPS://WWW.CBSNEWS.COM/NEWS/LASSEN-NATIONAL-FOREST-TOXIC-CHEMICALS-KILLING-WILDLIFE-ILLEGAL-MARIJUANA-GROWS/](https://www.cbsnews.com/news/lassen-national-forest-toxic-chemicals-killing-wildlife-illegal-marijuana-grows/)

A RECENT RECLAMATION PROJECT IN MAY

Bottom Photo: A delighted team of diverse cooperators after removing over 6,000 lbs. of trash from eight trespass cannabis cultivation complexes on the Shasta-Trinity National Forest located in Trinity County southwest of Hayfork.



PREPARE: INCIDENT DRILLS



9 EXPOSED TO UNKNOWN SUBSTANCE: SWEATING, MIOSIS, SEISURES

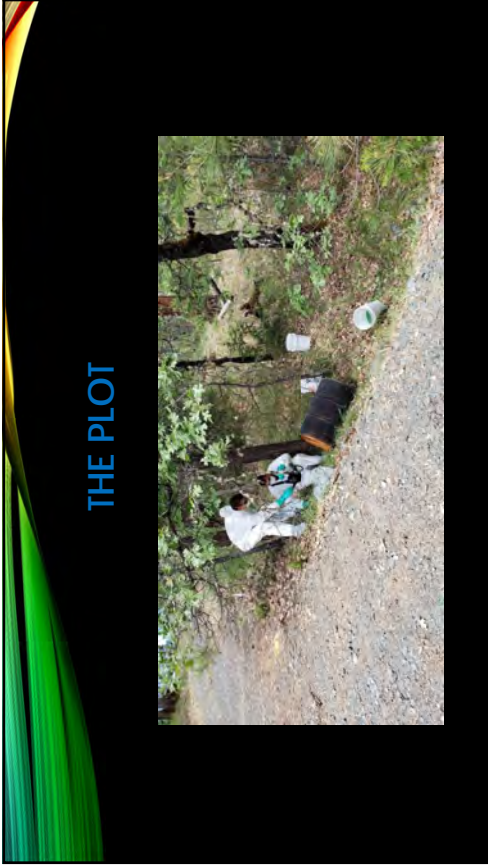


CARBOFURAN FULL SCALE DRILL MAY 2018



THIS YEAR, FROM DRILL TO INCIDENT





BUTANE HONEY OIL LAB (CLANDESTINE DRUG LAB)



LEAKING HOSES AND VACUUM PUMPS

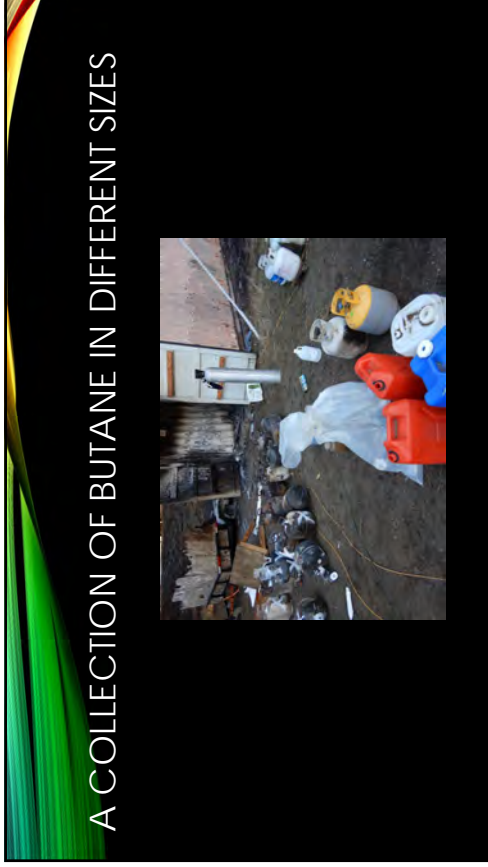
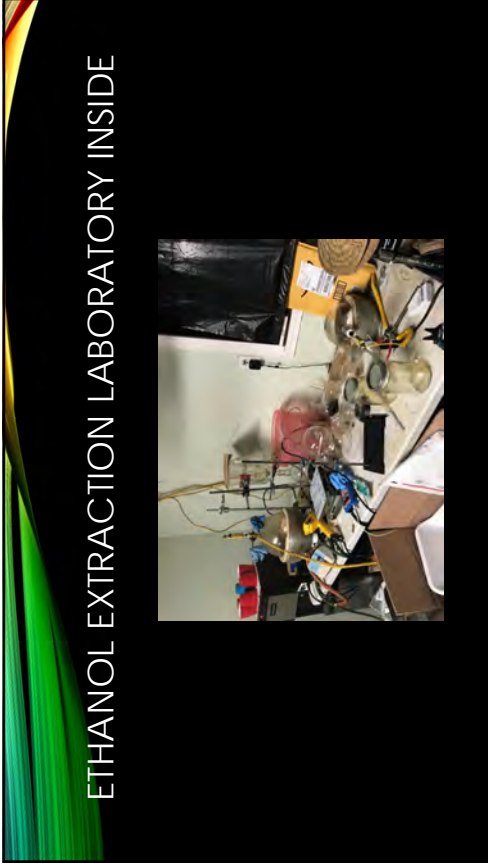
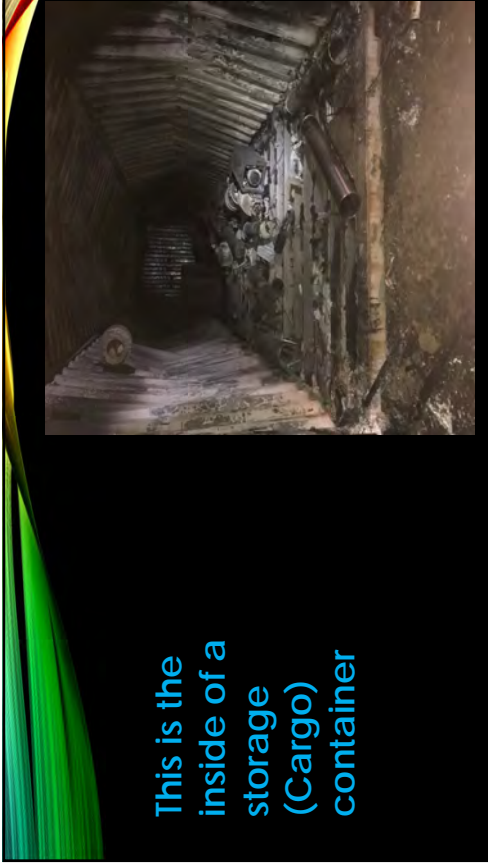


PRODUCT IDENTIFICATION

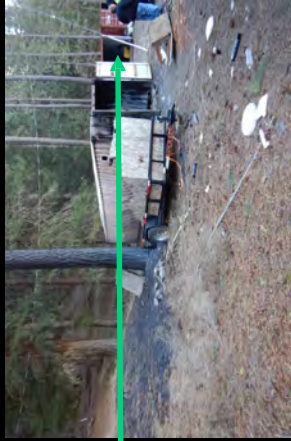


EXPLOSION RESPONSE: WILDWOOD, CA

- I was called on Feb 13, 2018, of a suspected clandestine laboratory explosion at 1830
- I arrived on scene around 1930 (very rural area 1.5 hours from county seat)



4-55 GALLON DRUMS OF ETHANOL, IN STORAGE CONTAINER NEXT TO EXPLODED CONTAINER



UNSCENTED PROPANE/BUTANE/ISO-BUTANE



EDIBLES BEING PRODUCED AND "LEGALLY" DISTRIBUTED



WHAT TO LOOK FOR?????

Stainless steel equipment



Homeade contraptions



BOTH ITEMS CAN HAVE ACTIVE SOLVENT OFF-GASSING

Extraction tubes filled with Cannabis product



Packaged product in freezer



SOMETIMES ONE WILL LEAD YOU TO ANOTHER

- pH of <2
- Plastic lined container
- What was acid being used for?
- Seated directly above a drinking water source and protected stream



METH LAB IN A BOX



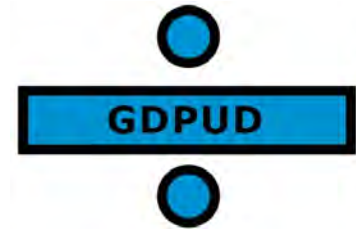
OPIUM POPPIES



[HTTPS://WWW.YOUTUBE.COM/WA
TCH?V=PLALUYH4-VO](https://www.youtube.com/watch?v=PLALUYH4-VO)



**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2019
AGENDA ITEM NO. 6.B.**



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT: GENERAL MANAGER'S REPORT

PREPARED BY: Steven Palmer, PE, General Manager

PROJECTS

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

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

UPCOMING BOARD ITEMS

July

- ✓ Legislative Policy Review
- ✓ Approve Plans and Authorize Bid for Treated Water Line Replacement

August

- Staff Presentation on Emergency Response
- Review Finance Committee Role and Responsibility
- Approve Plans and Authorize Bid for Main Canal Reliability Project
- Notice of Completion for Garden Park Tank Recoating Project
- Professional Services Agreement for Engineering Project Manager
- Notice of Completion for Auburn Lake Trails Water Treatment Plant Project
- Agreement for Annual Chemical Purchases

September

- Award Construction Contract for Treated Water Line Replacement Project
- RFP for Public Outreach Consultant

Future

- Agreement for Asset Management Plan
- Award Construction Contract for Main Canal Reliability Project
- Board Policy Updates
- Capital Facility Charge Update
- District Fee Update
- Investment Policy
- Late Fee Policy Update
- Leakage Consideration Policy Update
- Personnel Manual
- Professional Services Agreement for Engineering Design of Upcountry Ditch Rehabilitation
- Professional Services Agreement for Engineering Evaluation of Community Disposal System Disposal Field
- Social Media Policy

From: [Mountain Counties Water Resource Association](#)
To: [Steven Palmer](#)
Subject: MCWRA News
Date: Thursday, July 4, 2019 6:05:37 AM



[County of Placer Supervisor Jim Holmes – MCWRA Board Member](#)



In addition to my regular Board commitments I serve as a board member on the Mountain Counties Water Resources Association (MCWRA). On June 26 through June 28 we hosted a California United Water Conference here in Auburn.

Among the conference attendees were the director of water and natural resources from East Bay Municipal Utilities District and the assistant general manager of the United Water Conservation District who spoke on the challenges of small urban water districts in Southern California. Also in attendance were Ed Smith, regional ecologist for the Nature Conservancy, a Director from Mesa Water District (Orange County), the Board Chair of the Urban Water District, as well as two PH.D's from UC Merced who provided current and historical information regarding the health of our watersheds.

Thursday was a busy day with participants attending a bus tour to Foresthill and beyond, stopping at the Foresthill Veterans Hall where Marie Davis, geologist and consultant to Placer County Water Agency, spoke about the relationship between resilient headwaters and water reliability in California. Angie Avery, executive officer of the Sierra Nevada Conservancy (SNC), spoke about SNC's Sierra Nevada Watershed Improvement Program. Hank White, general manager of Foresthill Public Utility District, spoke about the long-term challenges of providing reliable local water storage, while enhancing our downstream water supply and environmental benefits.

From there the tour took us to Sugar Pine Dam, and at noon we enjoyed lunch at one of the campsites while Martha Conklin, Ph.D. and Roger Bales, Ph.D. (UC Merced) spoke to us about science-based watershed perspectives. From there we moved on to tour the site of the 2013 American Fire where again Marie Davis spoke about the terrible impact of a catastrophic wildfire on the watershed. Our tour ended in the canyon at the confluence of the North and Middle forks of the American River.

Thursday evening the dinner speaker was former supervisor and now director of the Governor's Forest Management Task Force, Jennifer Montgomery, who gave a

comprehensive update on the activities of the task force.

The California United Water conference was a collaboration of local and statewide decision makers coming together to understand each entities challenges and to work together to protect our valuable water resources throughout the State of California.

[Newsletter](#)

[MCWRA Board Member – County of Placer Supervisor Jim Holmes](#)

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California – United Water Conference

*"Watershed Stewardship in the
Wildland Urban Interface"*

June 26-28, 2019

Auburn, CA

MANAGEMENT OF WATERSHED LANDS

CRITICAL ECOSYSTEMS AND SUSTAINABILITY

MANAGING A SMALL WATER DISTRICT IN THE WATERSHED

OPTIMIZING CALIFORNIA'S WATER SUPPLY

FEDERAL, STATE, & PRIVATE PARTNERSHIPS

AFTER THE FIRE

RE-INTRODUCING FIRE ON THE LANDSCAPE

MULTI-DIMENSIONAL STEWARDSHIP OF CALIFORNIA WATERSHEDS

STRATEGIC PLANNING / SUSTAINABLE FUNDING / IMPLEMENTATION

PROGRAM HOSTS



BAY AREA WATER SUPPLY AND CONSERVATION AGENCY (BAWSCA) was created on May 27, 2003 to represent the interests of 24 cities and water districts, and two private utilities, in Alameda, Santa Clara and San Mateo counties that purchase water on a wholesale basis from the San Francisco Regional Water System (SFRWS).



MESA WATER DISTRICT (MWD) provides safe, high-quality drinking water to residents and businesses in Costa Mesa, parts of Newport Beach, and areas of unincorporated Orange County. Mesa Water is committed to the highest standards for customer service, water awareness and conservation, reliable water delivery and financial leadership and transparency.



Mountain Counties

WATER RESOURCES ASSOCIATION

MOUNTAIN COUNTIES WATER RESOURCES ASSOCIATION (MCWRA)

advocates for the water interests of its 67 members in 12 of the mountain counties within the Wildland-Urban Interface (WUI) of woodland and forested lands in the Sierra Nevada. These foothill and mountain areas contain the headwaters for 40% of the state's developed water supply, which also provides for hydropower production, recreation, tourism, and instream flows that fuel the engine of our State's economy.



URBAN WATER INSTITUTE (UWI) was incorporated as a nonprofit public education organization in the State of California in 1993, with the Mission to provide non-partisan information of timely and pertinent interest to the water resource industry, including public agencies and private firms, with particular emphasis on water economics, management and resource policies as they affect consumers and the general economy.

PROGRAM PARTICIPANT AGENCIES



AUBURN STATE RECREATION AREA is a state park unit of California, USA, along 40 miles of the North and Middle Forks of the American River. The state recreation area is situated on the border of Placer and El Dorado Counties in the heart of historic Gold Country.



EAST BAY MUNICIPAL UTILITY DISTRICT (EBMUD) has a proud history of providing high-quality drinking water for 1.4 million customers in Alameda and Contra Costa counties. The District's award-winning wastewater treatment protects San Francisco Bay and serves 685,000 customers. The mission and principles as a public utility is dedicated to high quality service and preservation of our precious resources for future generations.



FORESTHILL PUBLIC UTILITY DISTRICT (FHPUD) was formed in 1950 for the purpose of operating a water system in the unincorporated community of approximately 13,000 acres in Foresthill, California, located in Placer County. The District is governed by a five-member Board of Directors, employs 6 employees, and has 1,979 water service connections.



THE NATURE CONSERVANCY (TNC) work to protect the lands and waters on which all life depends. The Nature Conservancy is constantly adapting to take on our planet's biggest, most important challenges. Our vision is a world where the diversity of life thrives, and people act to conserve nature for its own sake and its ability to fulfill our needs and enrich our lives.



PLACER COUNTY WATER AGENCY (PCWA) is the primary water resource agency for Placer County, California, with a broad range of responsibilities including water resource planning and management, retail and wholesale supply of drinking water and irrigation water, and production of hydroelectric energy.



SIERRA NEVADA CONSERVANCY (SNC) initiates, encourages, and supports efforts that improve the environmental, economic, and social well-being of the Sierra Nevada Region, its communities, and the citizens of California. The SNC Region, made up of all or part of 22 counties covering over 25 million acres, is one of the most significant natural and biologically diverse regions in the world. The Sierra Nevada constitutes about 25 percent of California's land area and is the state's principal watershed, supplying more than 60 percent of the developed water supply to residents, agriculture, and other businesses/industries across the state.



SIERRA PACIFIC INDUSTRIES

Growing Forests For Our Future

SIERRA PACIFIC INDUSTRIES (SPI) is based in Anderson, California. The company owns and manages nearly 1.9 million acres of timberland in California and Washington, and is among the largest lumber producers in the United States. SPI is committed to managing its lands in a responsible and sustainable manner to protect the environment while providing quality wood products and renewable power for consumers. To SPI, sustainable forest management means more than just planting trees.



SITES PROJECT AUTHORITY

Sites is an innovative and modern water storage project that goes well beyond water supply and flood protection by adding flexibility—and generating a much-needed new water source—for seasonal fish flows, improved water quality, water cool enough to sustain salmon, climate change and drought relief. Sites is a local project, being developed by a consortium of local agencies who are motivated to build local water sustainability and to do so in a way that helps the state meet its overall water system needs.



UNIVERSITY OF CALIFORNIA, MERCED The Sierra Nevada Research Institute (SNRI) at UC Merced is a multi-disciplinary research institute focused on discovering and disseminating knowledge and information to contribute to sustaining natural resources and promote social well-being in the Sierra Nevada-Central Valley region, and related regions worldwide.



TAHOE NATIONAL FOREST is a National Forest, managed by the USDA Forest Service, located in California, northwest of Lake Tahoe. It includes more than 850,000 acres of forestland stretching across the Sierra Nevada mountains from the foothills east of Sacramento to the Nevada border. The Tahoe National Forest is located in parts of six counties: Sierra, Placer, Nevada, Yuba, Plumas and El Dorado.



United Water
CONSERVATION DISTRICT

UNITED WATER CONSERVATION DISTRICT (UWCD), located in Ventura County, manages, protects, conserves and enhances the water resources of the Santa Clara River, its tributaries and associated aquifers, in the most cost effective and environmentally balanced manner. Its service area includes a vibrant agricultural economy and growing urban communities.

HOLIDAY INN AUBURN, 120 GRASS VALLEY HWY
AUBURN, CA

WEDNESDAY, JUNE 26, 2019

5:00 p.m. – **EVENING RECEPTION – HOLIDAY INN – SIERRA ROOM (2nd floor)**
7:30 p.m.

Welcome – Introductions

Social

- 5:30 p.m.
- Jim Holmes, Supervisor & Cindy Gustafson, Supervisor, County of Placer
 - John Kingsbury, Executive Director
Mountain Counties Water Resources Association
 - Jim Atkinson, Director, Mesa Water District
 - Greg Quist, Board Chair, Urban Water Institute
 - Andree Johnson, Senior Water Resources Specialist
Bay Area Water Supply & Conservation Agency

6:00 p.m. **Assembly Member Frank Bigelow**

Dinner on your own

NOTES FOR TOUR TOMORROW:

- You will be on a 57-passenger bus
- Travel from Auburn, east through Foresthill into the Tahoe National Forest
- Stops at the Foresthill Veterans Memorial Hall, Sugar Pine Reservoir, the American Fire site, Mumford Bar Trail, confluence of the North Fork and Middle Fork of the American River, returning to the Holiday Inn
- Wear comfortable casual clothes and closed toe walking shoes
- Walking will be minimal
- You will be out in the sun for periods during the day. Suggest you bring sun protection such as a hat, sunglasses, sunscreen, long-sleeve shirt
- Note *Restroom* availability on schedule
- Limited to no cell phone service most of the day – battery drain
- Approximate temperature:
 - Auburn: 82°/60°
 - Foresthill: 75°/58°
 - Tour elevation change approximate 1,200' – 5,500'

THURSDAY, JUNE 27 - WATERSHED TOUR

6:45 a.m. –
7:45 a.m.
Breakfast

HOLIDAY INN – SIERRA ROOM (2nd floor)

Don't be late for the bus – stop in early for breakfast

8:00 a.m.

WATERSHED TOUR

Meet outside at Hotel Main Entrance to sign-in and board bus

8:15 a.m.

Bus departs for Foresthill Veterans Memorial Hall

9:00 a.m.

FORESTHILL VETERANS MEMORIAL HALL

24601 Harrison Street, Foresthill, CA 95631

(Restrooms)

Presentations

20 minutes
PowerPoint

Management of Watershed Lands

- Marie Davis, Geologist/Consultant to Placer County Water Agency
 - California's water reliability begins with resilient headwaters

20 minutes
PowerPoint

- Mike Tognolini, Director of Water and Natural Resources,
East Bay Municipal Utility District
 - Stewardship at the source –
EBMUD's approach to watershed management in the Sierra

20 minutes
PowerPoint

Critical Ecosystems and Sustainability

- Angie Avery, Executive Officer, Sierra Nevada Conservancy
 - The Sierra Nevada Watershed Improvement Program: a tool to protect California's Critical Ecosystems and Sustainability

20 minutes

Managing a small water district in the watershed

- Hank White, General Manager, Foresthill Public Utility District
 - Northern California small rural water district challenges

20 minutes
PowerPoint

- Bob Siemak, Asst. General Manager, United Water Conservation District
 - Southern California small urban water district challenges

11:00 a.m.

Bus departs for Sugar Pine Reservoir

11:30 a.m.

SUGAR PINE RESERVOIR – DAM SITE LOCATION

(No Restroom)

Presentations

15 minutes

Optimizing Water Supply for California

- Hank White, General Manager, Foresthill Public Utility District
 - Building long-term local water supply reliability while providing added downstream water supply and environmental benefits
-
-

15 minutes

- Jim Watson, General Manager, Sites Project Authority
 - Building water supply in a way that helps the state meet its overall water system needs that benefits both California's environment and its economy

12:10 p.m.

Depart for the "Madrone Group Campground" site

12:20 p.m.

Lunch

MADRONE GROUP CAMPSITE

(Pit vault toilet)

Science-based Watershed Perspectives

Presentations

20 minutes

- Martha Conklin, Ph.D. UC Merced
 - Current vs historical situation, potential runoff changes, water impacts, and opportunities for storage

20 minutes

- Roger Bales, Ph.D. UC Merced
 - Evaluating and partitioning the multi-sectoral benefits of forest restoration; including wildfire risk, erosion, air quality, forest health & resilience, and carbon storage

1:30 p.m.

Depart for the "American Fire" Location

2:00 p.m.

AMERICAN FIRE – 2013 / MUMFORD BAR TRAIL

(No Restroom at the American Fire site - Pit vault toilet at Mumford Bar)

Presentations

Fire and Forest Restoration Projects and Partnerships

20 minutes

- Marie Davis, Geologist/Consultant to Placer County Water Agency
 - After the Fire – Why does fire matter to a water agency?

20 minutes

- Michael Woodbridge, District Ranger, USDA Forest Service
 - Working with National Forests in California headwaters

20 minutes

Five Minute travel to Mumford Bar Trail location

- Tim Tate, Southern Sierra Area Manager, Sierra Pacific Industries
 - Stewardship of the forest landscape on private lands in the watershed

20 minutes

Re-introducing Fire on the Landscape

- Ed Smith, Regional Ecologist, The Nature Conservancy
 - Managing fire on the landscape and cost avoidance benefits

3:30 p.m.

Depart for the American River Middle and North Fork Confluence

(No Restroom)

4:15 p.m. **AMERICAN RIVER MIDDLE AND NORTH FORK CONFLUENCE**

Multi-dimensional Stewardship of California Watersheds

Presentations

20 minutes

- Mike Howard, Superintendent, Auburn State Recreation Area
 - Managing a diverse collection of natural, cultural, and recreational resources for enhanced recreational opportunities for local, regional, and statewide long-term benefits.

10 minute - wrap up

- Marie Davis, Geologist/Consultant to Placer County Water Agency
 - The timeless confluence of water and society – our evolving role as managers

4:45 p.m. *Depart for Holiday Inn – Arrive at 5:00 p.m.*

5:30 p.m. – **SOCIAL HOUR AND DINNER – SIERRA ROOM**

6:30 p.m.

Social

Business Casual Attire

Jennifer Montgomery, Director, Governor's Forest Management Task Force

- Governor's initiative on Forest Management

6:45 p.m.

Dinner

FRIDAY, JUNE 28, 2019

6:45 a.m. –
7:45 a.m.
Breakfast

BREAKFAST – SIERRA ROOM

CALIFORNIA – UNITED (SIERRA ROOM)

8:15 a.m.

Congressman Tom McClintock

8:45 a.m.

Assembly Member Kevin Kiley & Assembly Member Ken Cooley

9:15 a.m.

Nancy Vogel, Director, Governor’s Water Portfolio Program

- Governor’s water resilience portfolio initiative

9:45 a.m.

Strategic Planning / Sustainable Funding / Implementation

Facilitated by:

Andy Fecko, Director of Strategic Affairs, Placer County Water Agency

Final Group Comments

10:45 a.m.

CONFERENCE CONCLUDES

Shuttle Service to Sacramento International Airport
Hotel Main Lobby – Meet Outside

11:00 a.m.

Shuttle Leaves

Drop off at the Sacramento International Airport at 12:00 p.m.
Southwest Departure Terminal

*Sierra Nevada Mountains
Winter Reservoir*



The Tour Route in April

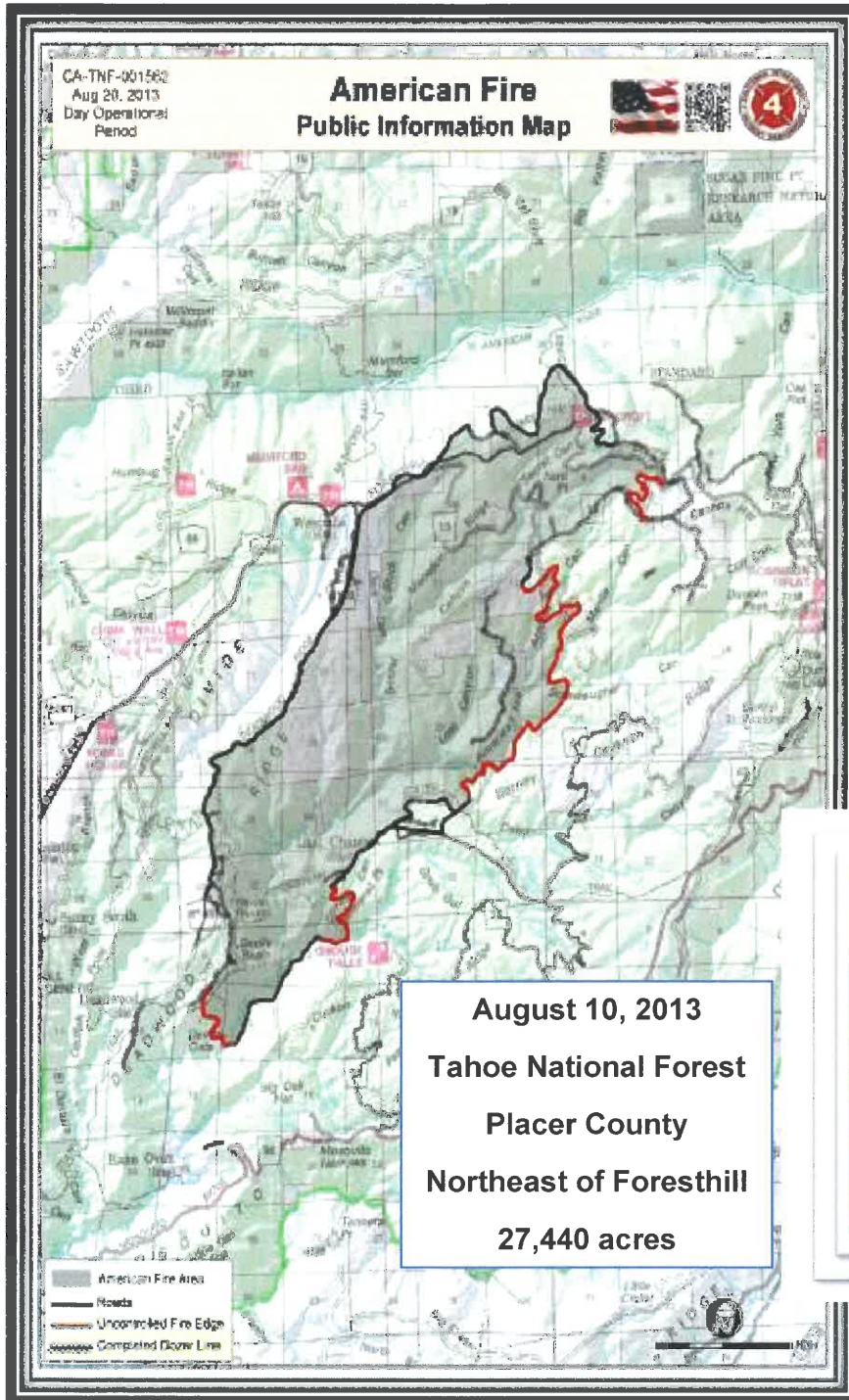
Sugar Pine Reservoir and Spillway



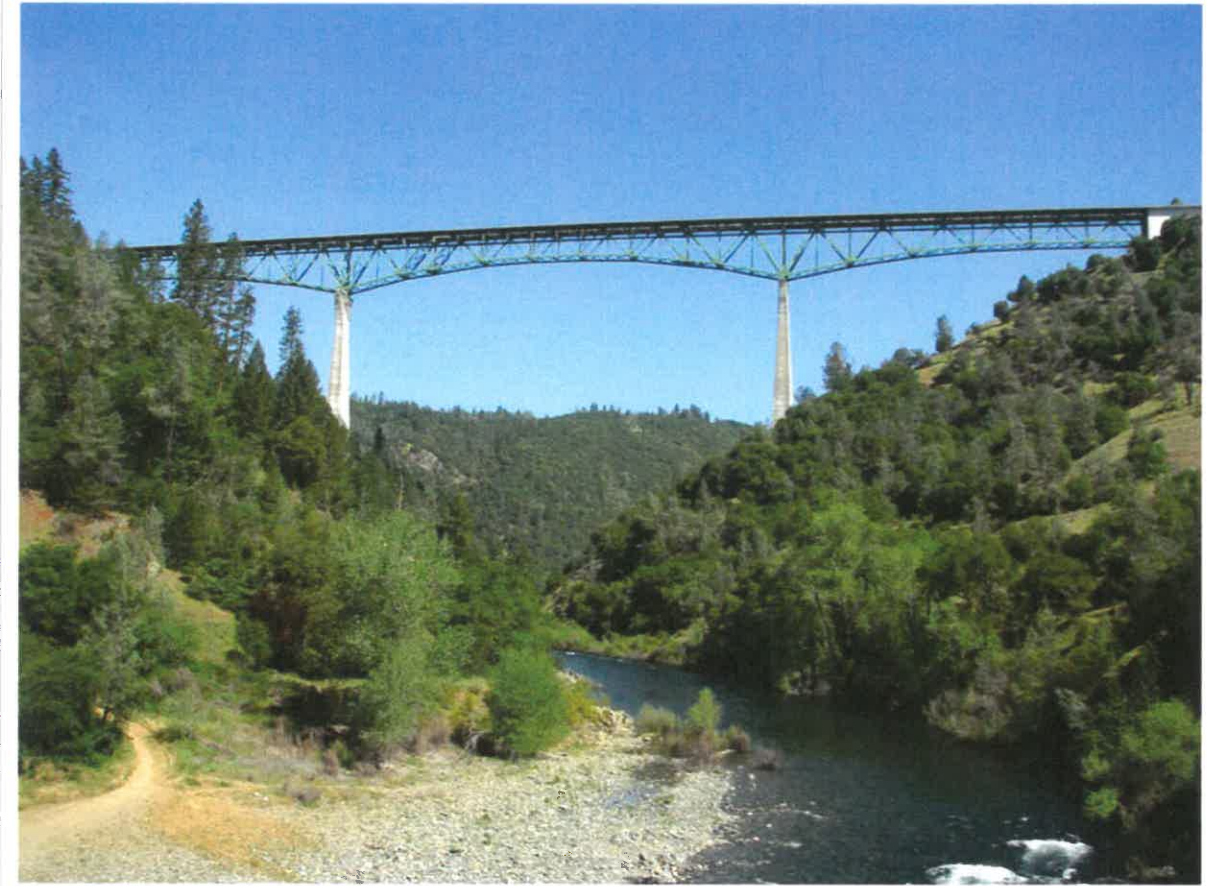
Sugar Pine Reservoir is a reservoir in Placer County, California, located approximately 7 miles north of Foresthill. The reservoir supplies water to the community of Foresthill and hosts a number of recreation facilities.

Surface elevation: 3,609'
Area: 165 acres
Year built: 1979

American Fire - 2013



Foresthill Bridge



The **Foresthill Bridge**, also referred to as the Auburn-Foresthill Bridge or the Auburn Bridge, is a road bridge crossing over the North Fork American River in Placer County and the Sierra Nevada foothills, in eastern California. It is the highest bridge by deck height in California, the fourth highest in the United States, and among the seventy highest in the world at 730 feet

North Fork & Middle Fork American River Confluence



The **North Fork American River** is the longest branch of the American River in Northern California. It is 88 miles long from its source at the crest of the Sierra Nevada, near Lake Tahoe, to its mouth at Folsom Lake northeast of Sacramento. Prior to the construction of Folsom Dam the river was about 9 miles longer making for a total length of 97 miles.

The **Middle Fork American River** is one of three forks that form the American River in Northern California. It drains a large watershed in the high Sierra Nevada west of Lake Tahoe and northeast of Sacramento in Placer and El Dorado Counties, between the watersheds of the North Fork American River and South Fork American River. The Middle Fork joins with the North Fork near Auburn and they continue downstream to Folsom Lake as the North Fork, even though the Middle Fork carries a larger volume of water.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations **Manager's** Report for June 2019

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

July 11, 2019, AGENDA ITEM #6.C.

Water Production for the Month of

May

Auburn Lake Trails Water Treatment Plant

18.525 million gallons
597,580 gallons/day
average

Walton Lake Water Treatment Plant

20.189 million gallons
651,258 gallons/day
average

Water Quality Monitoring

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

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

Stumpy Meadows Volume (Acre-FT)

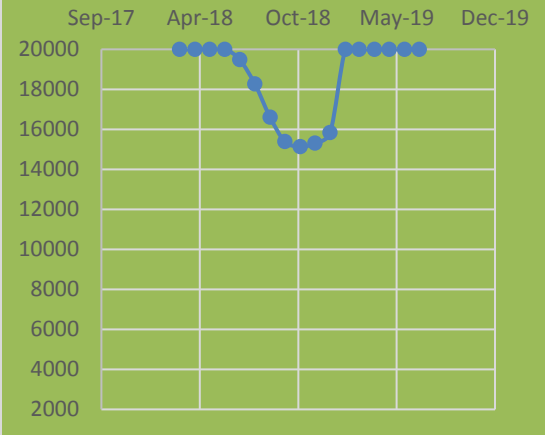
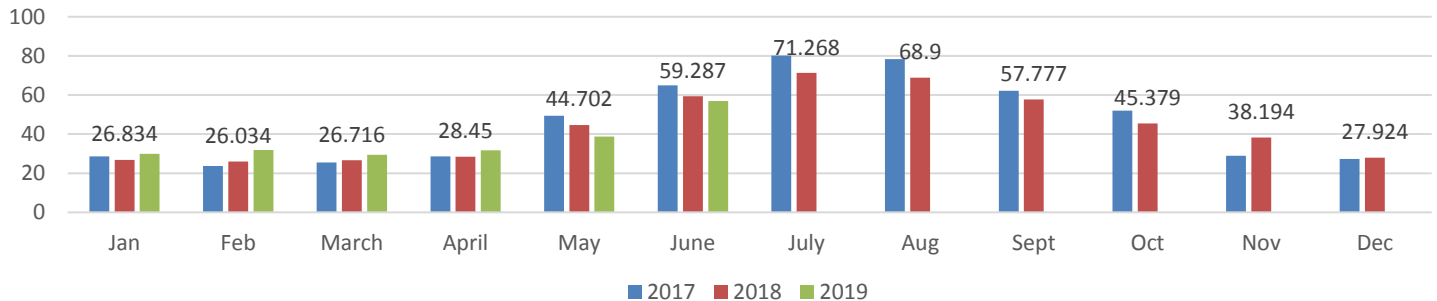


Chart Water Production (MG)



Summary of Field Work Activities

Distribution Crew

- ✓ Repaired leaks: 7 service leaks
- ✓ Repair/replace meters: 0
- ✓ Installed new service: 0 treated
- ✓ Repaired valve on George Slide Rd
- ✓ Installed valve risers boxes on Bain Road, Oak Lane and Greenwood Road.

Maintenance Crew

Continued brush clearing on canals.
Installed new services and made changes to old services.

Georgetown Divide Public Utility District

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Steven Palmer, PE, General Manager • Darrell Creeks, Operations Manager

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Auburn Lake Trails Wastewater Management Zone Report for May 2019

Presented to the GDPUD Board of Directors

July 11, 2019

Auburn Lake Trails Wastewater Management Zone (Zone)

Zone activities are completed in accordance with California Regional Water Quality Control Board Central Valley Region, *Waste Discharge Requirements for Georgetown Divide Public Utility District Auburn Lake Trails On-Site Wastewater Disposal Zone Order No. R5-2002-0031*.

- **Community Disposal System (CDS) Lots - 137**
- **Individual Wastewater Disposal System Lots - 885**

Field Activities

✓ Routine Inspections:	123
✓ Special Inspections:	
○ Escrow	7
○ Homeowner	0
○ Construction	0
○ Plan Review	3
○ Watertight Test	2
✓ Construction:	
○ New Wastewater System	0
○ New CDS Tank	0
○ New Pump Tank	2 (Lot 462, 699)

Reporting

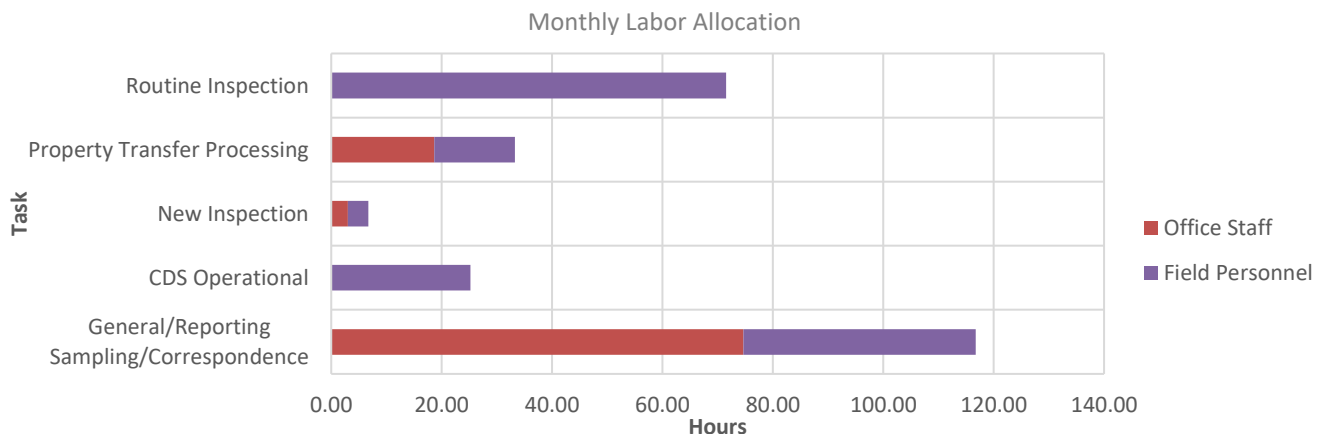
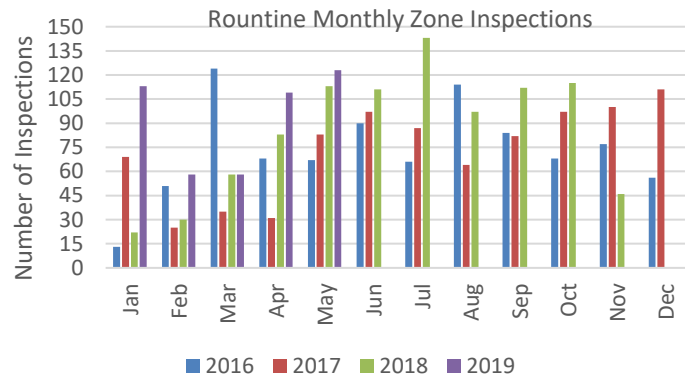
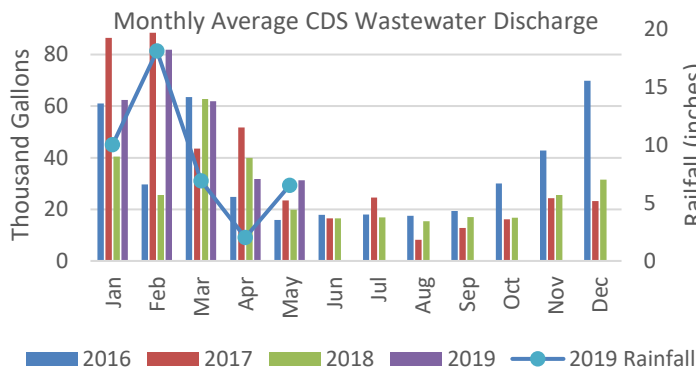
The monthly Sanitary Sewer Overflow (SSO) – *No Spill Certification* was submitted electronically to California Integrated Water Quality System (CIWQS) on May 1, 2019. The *First Quarter 2019 Auburn Lake Trails Wastewater Management Zone Quarterly Monitoring and Sampling Report* was submitted to the Regional Water Quality Control Board on May 1, 2019.

CDS – Wastewater Discharge

937,600 gallons / 31,253 gallon/day average

Rainfall

6.5 inches



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations **Manager's** Report for July 2019

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

July 11, 2019, AGENDA ITEM #6.C.

Water Production for the Month of

June

Auburn Lake Trails Water Treatment Plant

29.338 million gallons
977,933 gallons/day average

Walton Lake Water Treatment Plant

27.557 million gallons
918,566 gallons/day average

Water Quality Monitoring

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

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

Stumpy Meadows Volume (Acre-FT)

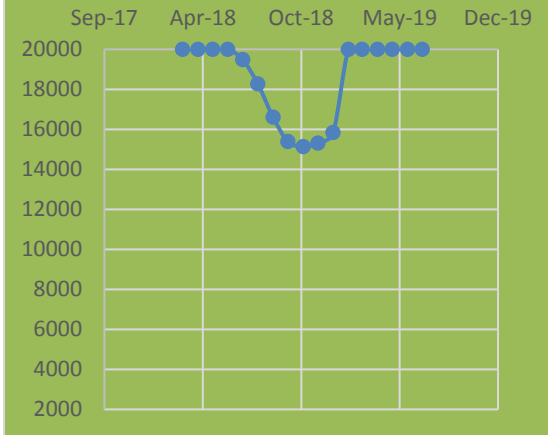
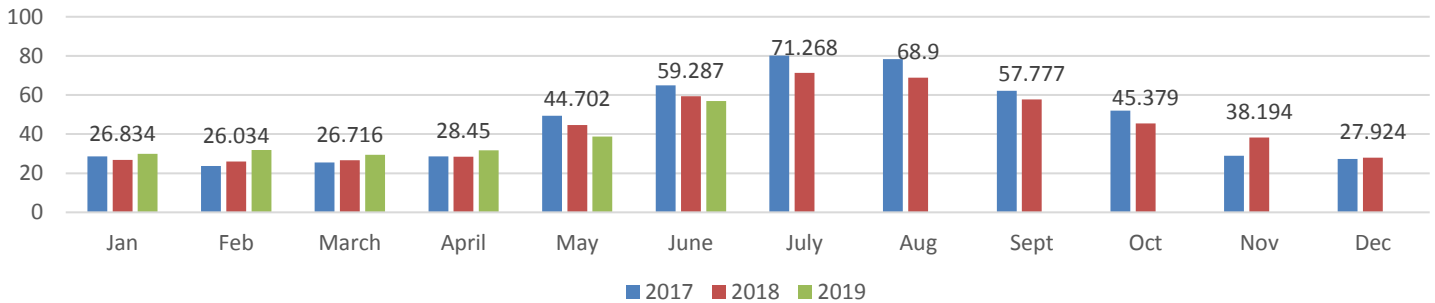


Chart Water Production (MG)



Summary of Field Work Activities

Distribution Crew

- ✓ Repaired leaks: 5 service leaks and 1 Main leak
- ✓ Repair/replace meters: 0
- ✓ Installed new service: 1 treated
- ✓ Repaired Hydrant on Greenwood road and installed Warf Hydrant on the end of Olympus Court.
- ✓ Read Meters

Maintenance Crew

Read meters and continued brush clearing on canals.
Installed two measuring weirs on the end of Kelsey and Taylor mine canal to measure overflow.

Georgetown Divide Public Utility District

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GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Auburn Lake Trails Wastewater Management Zone Report for June 2019

Presented to the GDPUD Board of Directors

July 11, 2019

Auburn Lake Trails Wastewater Management Zone (Zone)

Zone activities are completed in accordance with California Regional Water Quality Control Board Central Valley Region, *Waste Discharge Requirements for Georgetown Divide Public Utility District Auburn Lake Trails On-Site Wastewater Disposal Zone Order No. R5-2002-0031*.

- **Community Disposal System (CDS) Lots - 137**
- **Individual Wastewater Disposal System Lots - 885**

Field Activities

- ✓ Routine Inspections: 74
- ✓ Special Inspections:
 - Escrow 9
 - Homeowner 0
 - Construction 2
 - Plan Review 0
 - Watertight Test 2
- ✓ Construction:
 - New Wastewater System 0
 - New CDS Tank 1 (Lot 232)
 - New Pump Tank 1 (Lot 432)

Reporting

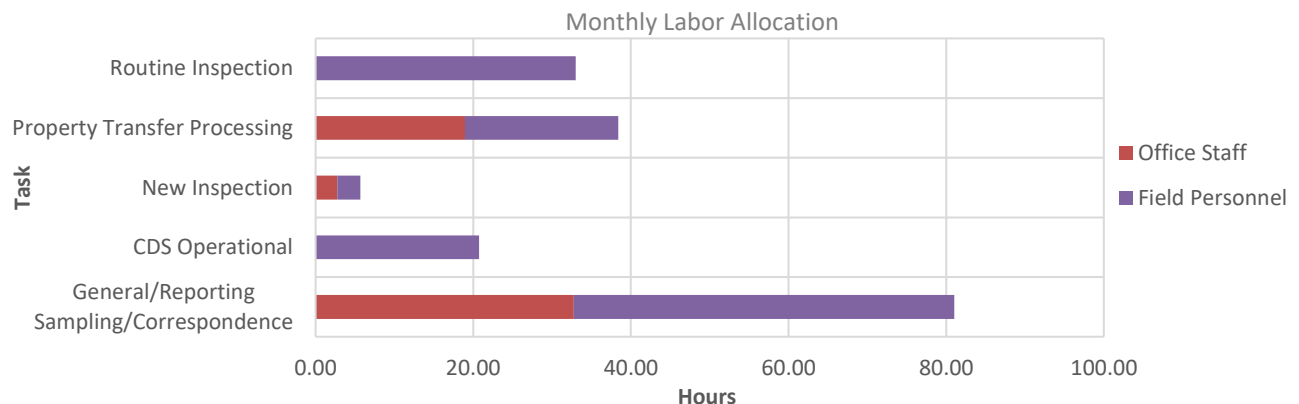
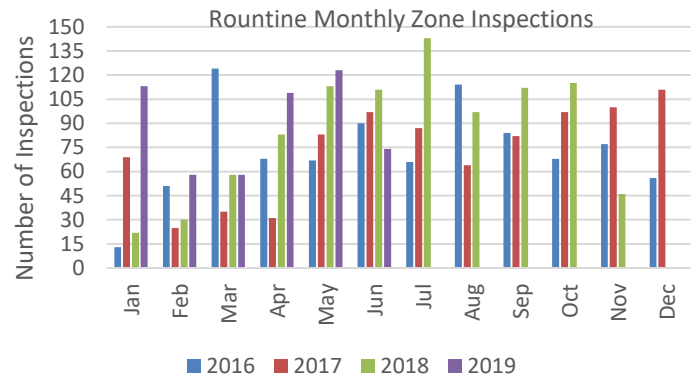
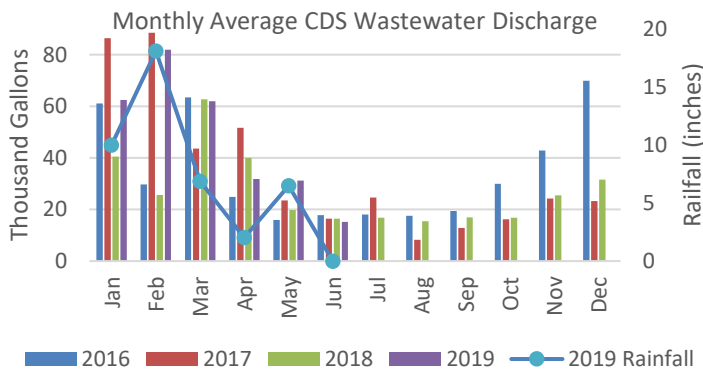
The monthly Sanitary Sewer Overflow (SSO) – *No Spill Certification* was submitted electronically to California Integrated Water Quality System (CIWQS) on June 3, 2019.

CDS – Wastewater Discharge

456,600 gallons / 15,220 gallon/day average

Rainfall

0 inches



Georgetown Divide Public Utility District

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 Steven Palmer, PE, General Manager • Darrell Creeks, Operations Manager

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2019
AGENDA ITEM NO. 6.D.**



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT: ALT WATER TREATMENT PLANT PROJECT UPDATE

PREPARED BY: George Sanders, Engineering Consultant

APPROVED BY: Steven Palmer, PE, General Manager

Introduction

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

In addition to the construction work performed by Myers & Sons, the District is also under contract with NEXGEN for Construction Management, PSOMAS for Engineering Support, Youngdahl Consulting Group for Material Testing, and Foothill Associates for CEQA compliance. There were no work activities during this reporting period associated with Youngdahl Consulting Group and Foothill Associates.

Construction Activities

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

Operational Testing and Operator Training

The operational testing included running the system continuously for 7 days. This testing did reveal the need to make a series of adjustments to equipment, instruments and SCADA settings. In addition, certain design related deficiencies were detected which required the addition and/or modification of existing equipment. A majority of these deficiencies have been or will be corrected within the next two weeks. Overall the operational testing is complete, and the system is capable of producing finished water. During the 7-day testing the operators received hands-on training and are currently adequately trained and capable of overall system operation.

Fencing

The perimeter fencing is now in place. This includes new access gates at the entrance together with privacy slats screening the facility from the property to the south.

Landscaping

The Contractor has completed a majority of the underground piping and electrical controls for the landscaping. Actual planting to begin early July.

Demobilization

The Contractor has moved a majority of the surplus construction materials from the site and has plans to move the final construction trailer the first week in July.

Schedule

Scheduled work activities for the month of July include completion of the landscaping, additional painting within the filter building, modifications to the filter to waste tank and correction of punch list items.

Budget

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

PHASE	EXPENDED TO DATE	BUDGET
Construction	\$10,161,119	\$ 11,249,000
Construction Engineering, Construction Management, and Environmental	\$ 1,057,929	\$ 1,076,226
TOTALS	\$11,219,048	\$ 12,325,226

State SRF Payment Requests

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

LOG OF SWRCB SRF PAYMENTS RECEIVED									
Claim #	Date of Payment	Construction	CM/Adm	Amount	Claim #	Date of Payment	Construction	CM/Adm	Amount
1	6/26/17	1,101,614	55,527	1,157,141	11	4/18/18	744,230	21,877	766,107
2	8/17/17	439,850	0	439,850	12	5/22/18	329,492	65,515	395,007
3	9/22/17	0	68,457	68,457	13	6/14/18	255,916	0	255,916
4	10/6/17	540,675	0	540,675	14	8/16/18	509,295	4,345	513,640
5	11/8/17	403,060	94,065	497,125	15	9/24/18	192,102	144,824	336,926
6	12/15/17	550,310	0	550,310	16	10/17/18	240,040	9,416	249,456
7	1/26/18	952,916	94,404	1,047,320	17	12/7/18	210,349	30,680	241,029
8	2/21/18	218,722	0	218,722	18	12/7/18	94,094	0	94,094
9	2/23/18	350,605	0	350,605	19	1/8/19	206,317	0	206,317
10	3/30/18	830,366	60,890	891,256	20	12/12/18	230,335	0	230,335
Total Disbursements Received to Date							\$ 8,400,288	\$650,000	\$9,050,288

PENDING SRF PAYMENT REQUESTS SUBMITTED					
Claim #	Date Submitted	Construction	CM/Adm	Amount	Comments
21	2/12/19	68,712	0	68,712	The SWCRB has transitioned their accounting system to a new statewide one. As requested by the State, the District resubmitted these claims using the new claim forms on April 23, 2019. The District was informed on May 9, 2019 by the State Disbursement Unit that these claims have moved through the SWRCB system and is with the State Controller for disbursement.
22	2/15/19	134,470	0	134,470	
23	3/12/19	43,605	0	43,605	
24	4/11/19	115,247	0	115,247	
25	5/15/19	47,468	0	47,468	
Total Claims Pending		\$ 409,502	0	\$409,502	

Contract Change Orders

No contract change orders were processed during the month of June. The Contract Change Orders are summarized as follows:

Approved and Pending Change Orders to Date			
Change Order #	Date Approved	Description	Amount
1	8/24/17	Misc. changes due to unforeseen site conditions and clarifications to Plans & Specifications.	\$39,772
2	3/13/17	Misc. changes due to unforeseen site conditions and clarifications to Plans & Specifications resulting in a credit.	(970)
3	11/2/17	Corrects original project completion date due to weather-related impacts.	0
4	1/10/18	Additional work required to provide stable subgrade for sludge drying beds.	12,184
5	6/04/18	Additional work related to pipe supports and drywall.	20,922
6	12/13/18	Additional work related to painting and paving.	56,146
7	Pending	SCADA equipment/communication changes, and programming.	13,018
8	4/3/19	Modifications to the HVAC control panels together with changes to the control panel for the motor drive system in the backwash water tank.	8,761
9	4/3/19	Installation of heat trace systems and insulation on the soda ash solution feed piping and storage tank as described in Work Change Directive 14.	23,283
TOTAL			\$173,116

Permitting – Tracer Study

The Tracer Study was conducted on May 28. Data collected during that study was compiled into a report and that report was submitted to the State. That report remains under review by the State.

ALT Update

Board Meeting July 11, 2019

Agenda Item No. 6.D.

Page 4 of 4

Power Point Presentation

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

ATTACHMENTS

1. Project Update Flyer #26
2. Photographs

AGENDA ITEM 6.D.

Attachment 1

Project Update Flyer #26



GDPUD

Georgetown Divide Public Utility District

AUBURN LAKE TRAILS WATER TREATMENT PLANT

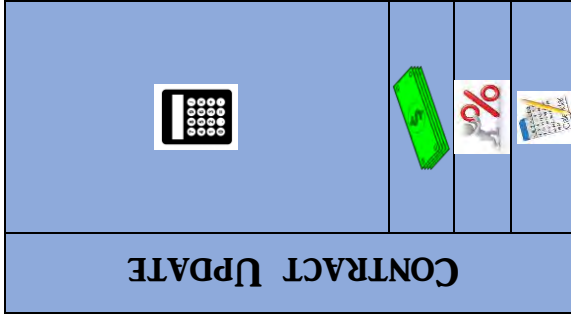
Update No. 26
July 11, 2019

Agenda Item 6.D.

6425 Main Street, P.O. Box 4240, Georgetown, CA 95634

www.gd-pud.org ♦ (530) 333-4356 ♦ Steven Palmer, PE, General Manager

PROJECT UPDATE



UPCOMING ACTIVITIES:

- SCADA System
- Landscaping & Fencing
- Operator Training
- Performance Testing

COMPLETED ACTIVITIES:

- Filters – Testing of filter units
- Raw Water Siphon
- Filter Building
- Chlorine Contact Basin with Baffles
- Raw Water Pump Station
- Backwash Water Recovery Tank
- Site Paving

Original Contract Amount

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

Contract Amount:

\$10,409,098

Expended thru June 2019

\$10,161,119

Percent Complete

98%

Anticipated Completion Date

Mid 2019

PROJECT CONSTRUCTION SCHEDULE:

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

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

AGENDA ITEM 6.D.

Attachment 2

Photographs

A Presentation for the
GDPUD Board of Directors
July 11, 2019

Summary of Work Activities at ALT Plant June 2019

ALT Water Treatment Plant Project Partners



Construction



Engineering
Support



Materials Testing



ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE
CEQA Compliance and SWPPP



Construction
Management

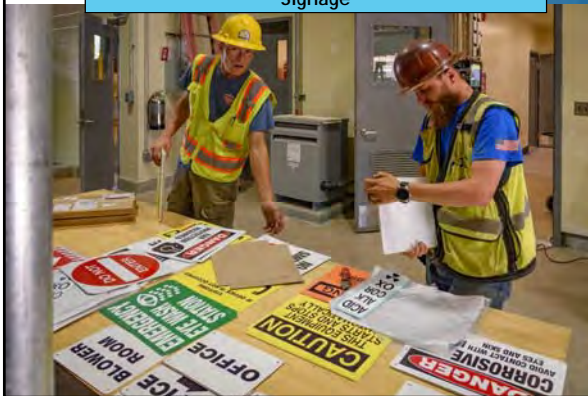
Perimeter Fencing



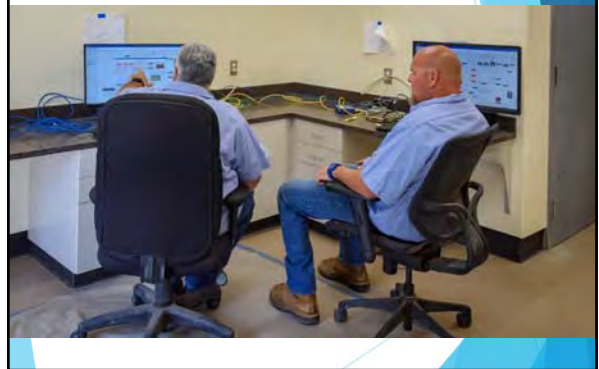
Plant Gate



Signage



System Monitoring



Tracer Study



Landscape Irrigation



PROJECT BUDGET

Phase	Expended to Date	Budget
Construction	10,161,119	11,249,000
Construction Engineering, Construction Management, Environmental	1,057,929	1,076,226
TOTALS	11,219,048	\$12,325,226

SRF DISBURSEMENTS

Total Disbursements Received to Date	9,050,288
Total Claims Pending	409,502
TOTAL CLAIMS SUBMITTED	\$ 9,459,790

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2019
AGENDA ITEM NO. 7.A.**

GDPUD

AGENDA SECTION: NEW BUSINESS

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

PREPARED BY: Diana Michaelson, Board Assistant

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

The Georgetown Divide Public Utility District (“GDPUD”) Board of Directors (“Board”) memorialized the membership, duties, responsibilities, and other matters pertaining to the Finance Committee (“Committee”) through Resolution 2018-14 (Attachment 1). The Finance Committee is advisory in nature, reporting and responsible to the Board.

DISCUSSION

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

FISCAL IMPACT

This action has no fiscal impact.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt Resolution 2019-43 (Attachment 2) recognizing Rick Gillespie for his service on the Finance Committee and accepting his resignation.

ALTERNATIVES

Request substantive changes to the Resolution for staff to implement.

ATTACHMENTS

1. Resolution 2018-14 memorializing matters pertaining to the Finance Committee
2. Resolution 2019-43 recognizing Rick Gillespie and accepting his resignation

AGENDA ITEM 7.A.

Attachment 1

Resolution 2018-14

Memorializing Matters Pertaining to the Finance Committee

RESOLUTION NO. 2018-14

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
PROVIDING ROLE AND RESPONSIBILITIES OF THE FINANCE COMMITTEE**

WHEREAS, the Georgetown Divide Public Utility District (“District”) Board of Directors (“Board”) previously memorialized the membership, duties, responsibilities, and other matters pertaining to the Finance Committee through Resolution 2017-25; and

WHEREAS, the Board seeks to rescind and replace Resolution 2017-25 to modify the role and responsibilities of the Finance Committee; and

WHEREAS, the Finance Committee will assist the Board in the review of financial information of the District and make recommendations to the Board for actions related to the District’s finances and budgeting; and

WHEREAS, the Board finds it to be in the best interest of the public to establish the Finance Committee’s role as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS AS FOLLOWS:

SECTION 1: Resolution 2017-25 is hereby rescinded and replaced with this Resolution 2018-11 and shall be of no further force or effect following the Board’s adoption of this Resolution 2018-11.

SECTION 2. The Finance Committee ("Committee") shall be created as follows:

1. **Membership; Quorum.** The Committee shall be composed of no fewer than three (3) and no more than seven (7) members. A quorum shall consist of a simple majority of the total number of members currently appointed to the Committee.
2. **Selection of Committee Members.** The policy for selecting Committee members is shown in "*Exhibit A.*" which is attached hereto and incorporated herein by reference as if set forth in full.
3. **Role of the Committee.** The primary role of the Committee is to provide recommendations to the Board of Directors (“Board”) in response to proposals made by staff on matters related to the District’s finances. It shall be the responsibility of the Committee to:
 - a. Review annual operating budget proposed by staff and make recommendations to the Board.
 - b. Review long-range strategic financial planning proposed by staff and make recommendations to the Board.

- c. Review the audited annual financial statements and make recommendations to the Board.
 - d. Monitor District financial reports and investments and make any recommendations to the Board as requested by the Board.
 - e. Present all Committee identified financial goals and proposals to the Board for approval.
4. **Meetings.** The Committee shall meet at least quarterly, and more often if needed or requested by the Board. Meetings shall be held at the District's offices. The Rules of Operating Procedure are shown in "*Exhibit B.*" which is attached hereto and incorporated herein by reference as if set forth in full.
 5. **Terms.** The terms of the office shall be two (2) years. Committee members may be re-appointed to subsequent terms.
 6. **Vacancies.** Any vacancies shall be filled for the unexpired term by the Board of Directors.
 7. **Removal.** All Committee members serve at the will of the Board, and any member may be removed by an affirmative vote of three (3) members of the Board. There shall be no requirement to show cause for removal.
 8. **Officers.** The Committee shall designate from among its members a Chair, Vice- Chair, and Secretary. The Chair shall preside over the meetings, and in the Chair's absence the Vice-Chair shall preside. If both the Chair and the Vice-Chair are absent, the remaining members, if a quorum exists, shall select from among themselves a person to preside over the meeting. The Secretary (or another member if the Secretary is absent) shall prepare agendas and minutes of every meeting and shall be responsible for transmitting the agenda and the final copy of all minutes to the General Manager or designee. Items needing Board action shall be transmitted as soon as possible to the General Manager or designee for inclusion on the next available Board agenda.
 9. **Advisory Nature of the Committee.** The Committee is advisory in nature and shall report and be responsible to the Board of Directors. The Committee and its members have no authority to set policy, expend funds, or make obligations on behalf of the Board and/or the District.
 10. **Board Reports.** The Committee shall report on its activities to the Board at least quarterly, and more often if needed or requested by the Board. The Board Report can be either oral or written and shall include a description of the activities of the committee for the preceding period and any on-going or outstanding activities or tasks. Committee meeting minutes can be used to satisfy this requirement.
 11. **Board Liaison and Staff Support.** The Committee shall have the following Board and/or staff members to assist it with its work from time to time as may be necessary or

desired by the Committee and/or the Board: Board Treasurer who will serve as the Board Liaison, and a Staff Liaison designated by the General Manager. The Board Liaison and Staff Liaison shall (a) not be regular or ex officio members of the Committee; (b) not have the right to vote; and (c) not be counted for purposes of determining the presence of a quorum.

SECTION 3. This Resolution shall take effect immediately upon adoption. This Resolution shall remain in full force and effect until rescinded by a subsequent Resolution of the Board of Directors.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 13th day of March, 2018, by the following vote:

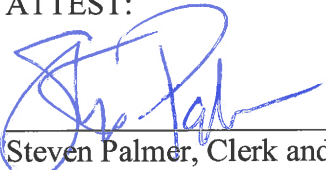
AYES: Halpin, Hanschild, Souza, Uso, Wadle

NOES:

ABSENT/ABSTAIN:

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


ATTEST:



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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-14 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 13th day of March, 2018.



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

EXHIBIT A

Policy for Selecting Finance Committee

- 1) Publish in a newspaper of general circulation in the District a notice of vacancy on the Committee and a desire to fill said vacancy.
- 2) The Board President will interview all applicants and return to the Board with recommendations for Committee appointment. All applicants will be eligible for the Board to appoint.
- 3) Alternatively, the Board President may elect to appoint a selection committee made up of two Board Members to interview applicants which will return to the Board with recommendation for Committee appointment. All applicants will be eligible for the Board to appoint.
- 4) The Committee will be made up of no less than three and no more than seven members.
- 5) The Board will confirm the selections by resolution.

EXHIBIT B

Finance Committee of the Georgetown Divide Public Utility District Rules of Operating Procedure

MEETINGS

- a) At any meeting of the Committee, the majority of the members currently appointed shall constitute a quorum for purposes of conducting business or meetings. Unless otherwise posted, a majority vote of those present and voting shall be sufficient to adopt any motion.
- b) All meetings of the Committee shall be open and public, and all persons shall be permitted to attend any meeting of the committee as provided by Government Code Section 54950 *et seq.*
- c) All meetings of the Committee shall be held in the GDPUD offices at 6425 Main Street, Georgetown, California 95634, unless there is a special need to hold a meeting at a different location.
- d) The proceedings of all meetings of the Committee shall be conducted in accordance with Robert's Rules of Order.
- e) Each Committee shall determine the order of business for the conduct of its meetings.
- f) Any meeting may be adjourned to a time and place stated in the Order of Adjournment. Less than a quorum may so adjourn from time to time. If all members are absent, the Secretary may declare the meeting adjourned to a stated time and place and shall cause such notice to be given in the same manner as for special meetings.
- g) Special meetings may be called at any time at the direction of the chairperson or by a majority of a Committee. Twenty-four hours advance written notice of special meetings shall be provided by the chairperson stating the time, place, and business to be transacted. The public shall be notified through the District's regular communications and procedures, in accordance with the Brown Act.
- h) At least 72 hours before a regular Committee meeting, the legislative body of the District, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall be filed with the Staff Liaison for posting outside the District offices.

- i) The Committee shall maintain meeting minutes, including a complete record of all transactions, findings, and determinations and present a full statement to the Board of Directors upon request. A signed copy of meeting minutes shall be filed with the Staff Liaison.
- j) The Board Liaison to the Committee shall be the Board Treasurer.
- k) The duties of the Board Liaison include presenting relevant data to the Board and arranging for the presentation of important progress on projects to the Board by the Committee chairperson.
- l) The Board Liaison's role will be advisory to the Committee, but the process is meant to be staff driven.
- m) The Board Liaison will not have a vote on the Committee.

AGENDA ITEM 7.A.

Attachment 2

Resolution 2019-43

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

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

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

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

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

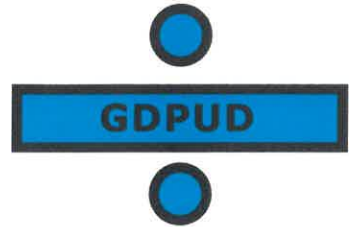
Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

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

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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2019
AGENDA ITEM NO. 7.B.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER IRRIGATION CUSTOMER REQUEST FOR CHANGE OF FLOW

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

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

BACKGROUND

Rules and regulations for irrigation service in the Georgetown Divide Public Utility District ("GDPUD" or "District") are set forth in Ordinance 2005-01 ("Ordinance"), adopted by the Board of Directors ("Board") on May 5, 2005. Section 3(d) of the Ordinance states:

Irrigation service is provided for the entire irrigation season. Customers shall pay for irrigation service for the entire season regardless of their interest or ability to use water.

Section 3(m) of the Ordinance states:

Customers receiving irrigation service who request a change in flow rate during the season shall be charged a fee set by the Board of Directors for the adjustment.

Section 1(p) of the Ordinance states:

Any customer dissatisfied with any determination of District management shall have the right to appeal to the Board of Directors.

The irrigation customer on Route 81, Service 0120, Jill Wyatt, has requested a mid-season reduction from 2 miners inches to 1 miners inch.

DISCUSSION

On May 10 the irrigation customer contacted staff at GDPUD and requested to reduce the flow from 2 miners inches to 1 miners inch for the duration of the season. Staff informed the customer that the Ordinance does not allow a mid-season change in service. Staff offered and the Customer accepted a hardship agreement payment plan that spreads the payments for the first bill over six months. To date the Customer has been billed \$616.80 and has paid \$102.00. The Customer is responsible for this amount plus the normal monthly billing rate for 2-inches.

The Ordinance states that the customer shall be charged a fee set by the Board of Directors for the adjustment. Therefore if the Board grants this request, the Board will have to set a fee. If the Board grants this request, Staff also requires direction on the effective date of the reduction and the billings and monthly charges incurred to this effective date.

FISCAL IMPACT

If the Board chooses grant this request, associated costs would include labor and parts to change the orifice, administrative costs, as well as loss of revenue. Staff's suggestion is that if the Board approves this request, the Board should impose a fee at least be equal to the direct costs.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) consider the irrigation customer's request and make a determination.

ALTERNATIVES

(a) Deny the request; (b) Set an adjustment fee and grant the request.

ATTACHMENTS

1. Ordinance 2005-01
2. Application and Contract Signed by Customer

AGENDA ITEM 7.B.

Request for Change of Flow

Attachment 1

Ordinance 2005-01

ORDINANCE 2005-01

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

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

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

SECTION 1. General Conditions:

(a) Control of System: District Works shall be under exclusive control and management of District personnel duly appointed by the Board of Directors.

(b) The District shall not be liable for interruption, shortage or insufficiency of irrigation water supply, or for any loss or damage occasioned thereby.

(c) The District shall not be liable for damage to person or property resulting directly or indirectly from privately owned conduits, meters or measuring devices.

(d) Irrigation water is used at the customer's own risk and the customer agrees to hold the District, its officers and employees free and harmless from liability and damages that may occur as the result of defective water quality, shortages, fluctuation in flow or pressure, interruptions in service or for failure to deliver water.

(e) Pumping of water by the customer is done at the customer's risk. The District assumes no liability for damage to pumping equipment or other damages as a result of turbulent water, shortages, excess of water or other causes.

(f) No purchaser of water from the District acquires a proprietary or vested right by reason of use. No purchaser acquires a right to resell water or to use for a purpose other than that for which it

was applied nor to use it on premises other than indicated on the application. The terms, conditions, priorities and allocation of irrigation service may be altered and amended by the Board of Directors. The District does not guarantee irrigation service customers the right to future service.

(g) The District expressly asserts the right to recapture, reuse and resell all waters originating from District Works.

(h) Ditchtenders and other agents of the District shall have access to all lands irrigated from its water system and to all conduits for the purpose of inspection, examination, measurements, surveys or other necessary purposes of the District with the right of installation, maintenance, control and regulation of all meters and other measuring devices, gates, turnouts and other structures necessary or proper for the measurement and distribution of water.

(i) No bridges, crossing, pipe or other structures shall be placed in or over a canal without written permission of the District. Maintenance of the canal crossings shall not be the District's responsibility but shall rest with the owner of the crossing. Where the owner fails to maintain the crossing, the District may perform the necessary repairs or removal at the expense of the owner. Notice of the District's intent will be given, if possible, to the owner prior to the work commencing.

(j) No rubbish, garbage, refuse, chemicals or animal matter from any source may be placed in or allowed to be emptied into any ditch, canal or reservoir of the District.

(k) District canals or reservoirs shall not be used for swimming or bathing.

(l) Livestock shall not be permitted to contaminate the water supply nor destroy or damage the canal system or use thereof. Property owners are liable for any damage due to livestock.

(m) No conveyance system shall cause a cross connection with the District's water system with any other source of water.

(n) No buildings, corrals or other structures, fences, trees, lines or bushes shall be permitted upon rights-of-way or use thereof be made in any way except by written authority of the District. Construction of

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

(o) Violation of Rules and Regulations: Failure to comply with rules and regulations of the District shall be sufficient cause for terminating irrigation service as determined by the Board of Directors.

(p) Any person dissatisfied with any determination of the District management shall have the right to appeal to the Board of Directors.

(q) Amendments: The Board of Directors of the District may at their discretion alter, amend or add to these rules and regulations. The Board of Directors will follow applicable laws during this process.

SECTION 2. Application for an Irrigation Service Account:

(a) No irrigation service will be rendered until a complete application for an Irrigation Service Account has been approved and is on file at the office of the District. Applications will be accepted between January 1st and March 1st for the impending irrigation season. The application for service shall state that the customer agrees to abide by the terms and conditions for service as established in the Irrigation Ordinance.

(b) Applications will be approved where the District Works have sufficient capacity to meet service requested. Applications will be considered for approval utilizing the following priority system:

- Priority 1. Applications for Irrigation Service to parcels that received irrigation service during the immediate past irrigation season.
- Priority 2. Applications for Irrigation Service to parcels with the most recent active Irrigation Service Account during the previous ten (10) irrigation seasons
- Priority 3. New applications for irrigation service to parcels that have been made after the 2003 irrigation season with priority established by the earliest season applied for. Applications and priority are specific to the section of ditch the parcel is located near.

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

(c) Applications for an increase to service will receive Priority 3 status for the requested increase.

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

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

(f) New applications for Out-of-District Irrigation Service Accounts will not be approved by the Board of Directors. An existing Out-of-District Irrigation Service Account that is inactive for two or more years will be deleted from the District's accounts and the service will be permanently removed.

SECTION 3. Distribution of Water:

(a) 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 a majority vote.

(b) The District does not guarantee irrigation water under pressure from the District Works. Pressure requirements of the customer are the sole responsibility of the customer and the District shall not be liable for any damage to equipment used to provide pressure to the customer.

(c) Water is distributed under continuous flow. Water must be used continuously during all days and nights including holidays and Sundays and no allowances shall be made for failure to use water when it is made available. Failure to use water on schedule shall not entitle the customer to any rebate.

(d) Irrigation service is provided for the entire irrigation season. Customers shall pay for irrigation service for the entire irrigation season regardless of their interest or ability to use water.

(e) When interruptions to irrigation service due to failure of the District Works extend beyond five (5) days, proportionate adjustments for such water loss will be made.

(f) Irrigation customers shall pay a proportionate amount for irrigation service when the irrigation season is extended or shortened by the Board of Directors.

(g) Unauthorized connections or the taking of water in an amount greater than applied and paid for, by any means, is a misdemeanor under California Penal Code Section 498 and shall be subject to criminal prosecution under Section 498 and any other applicable laws. In addition, the District may bring a civil action for damages and may refuse future service to the parcel.

(h) Irrigation customers shall prevent any unnecessary or wasteful use of water. Should a customer permit wasteful use of water, the District may discontinue service if such condition is not corrected within five (5) days after giving the parcel owner written notice of intention to terminate service.

(i) No more than one parcel shall be served through each Irrigation Service Account except with the prior written approval of the Board of Directors. Any such approval shall be recorded against each parcel with the caveat that the agreement expires upon any change of ownership. Each Irrigation Service Account shall have independent service lines and sumps.

(j) The minimum irrigation service for each Irrigation Service Account shall be one miner's inch, from the open ditch system, and one-half miner's inch from the irrigation pipeline system. In the future, the District may consider reducing the minimum irrigation service to one-half miner's inch from the open ditch system and one-quarter miner's inch from the irrigation pipeline system.

(k) All pumped services shall utilize a sump provided by the customer and acceptable to the District.

(l) All Irrigation Service Accounts must have an appropriate measuring device which shall be installed by the District. The customer shall pay the cost thereof including costs of installation. The District shall approve the location of the measuring device.

(m) Customers receiving irrigation service who request a change in flow rate during the season shall be charged a fee set by the Board of Directors for the adjustment.

(n) Replacement of measuring devices shall be at the expense of the customer if the replacement is necessary due to abnormal wear or abuse.

(o) Alternate Boxes -The Board of Directors shall not approve any new applications for Alternate Boxes.

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

SECTION 4. Charges, Rates and Billings:

(a) The District will maintain a uniform rate schedule which may be changed from time to time upon action of the Board of Directors. The rate schedule, by reference, is attached hereto and made a part of these rules and regulations.

(b) Irrigation billings are made bi-monthly (every two months) in advance.

(c) All penalties shall be charged as outlined on the billings

(d) Disconnected irrigation service accounts shall pay a fee to re-establish service

(e) Irrigation service accounts requesting verification of flow will pay a fee if the delivered flow is within 10% of the contracted amount

SECTION 5. REPEAL

(a) Upon the effective date of this Ordinance 2005-__ all previously adopted Ordinances pertinent to the Rules and Regulations for

Irrigation Service will be superceded and repealed, including, but not limited to, Ordinance 79-2, 79-8, 87-1, and 04-01.

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

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

NOES: None

ABSENT: None



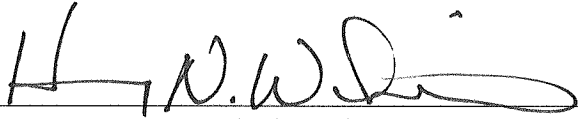
Bob Diekon, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:



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

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

A handwritten signature in black ink, appearing to read "H.N. White", written over a horizontal line.

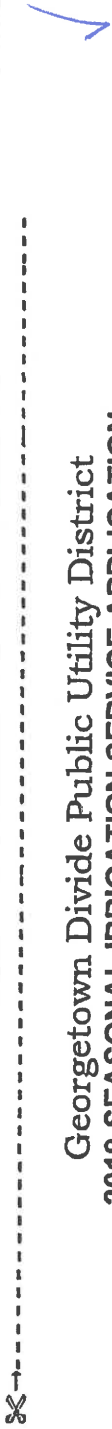
Henry N. White, Clerk and ex officio Secretary of the
Georgetown Divide Public Utility District

AGENDA ITEM 7.B.

Request for Change of Flow

Attachment 2

Application and Contract Signed by Customer



**Georgetown Divide Public Utility District
2019 SEASONAL IRRIGATION SERVICE APPLICATION
Complete and return this portion to G.D.P.U.D. by March 1, 2019**

Do you supply a pond with irrigation water? Yes No

Total acreage you manage: 5.10 Total acreage you irrigate: 3

Specify types of crops and number of acres of each that you raise: potatoes vegetable gardens
cherries, hazelnuts
 Specify the type of stock: cattle, sheep, swine or other uses: horses

By signing and returning this form, I am renewing my contract for irrigation water for the 2019 season (May 1st through September 30th), in accordance with Ordinance 2005-01.

Jill L. Wyatt
 Owner Signature

Please check one No changes – same as last year
 Change in supply requested
 From: _____ " To: _____

Please provide the following information to assist us in keeping our records up to date:
 Phone Number: 530-910-9531

E-mail Address: zcralljiller@mail.cool.ca.gov
 Property Address: 1380 Ste Hwy 193
Cool CA 95104

Assessor's Parcel No.: _____

WYA0002 810120 S2
 WYATT, JILL L.
 1380 HWY 193
 COOL, CA 95614-9429

RECEIVED

FEB 27 2019

**GEORGETOWN
DIVIDE PUD**

✓

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPLICATION & AGREEMENT FOR SEASONAL IRRIGATION SERVICE

CUST #: WYA0002 RT/SERVICE: 810120 ASSESSORS PARCEL #: 71-100-04 DATE: 3/17/03

WYATT, JILL L, hereinafter called Applicant, has requested Georgetown Divide P.U.D., hereinafter called District, to furnish and deliver to Applicant during each irrigation season this agreement is in effect, 2 miner's inches of untreated water from District's CCA DITCH water conduit for use by Applicant for irrigation of: Pasture: 4.5 (# of acres).
Animals/Stock: 1000 (type of stock). Orchard, Garden,
Other: ORCHARD ARDENUS LAUREL (# of acres and types of crops or trees) on Applicant's premises located, as hereinafter set forth, in the County of El Dorado, State of California, District is willing to do so subject to the following agreement:

1. Applicant shall comply with and all water delivered hereunder shall be supplied in accordance with District's applicable rates, rules and regulations established from time to time and which by reference are made a part hereof and shall be used by Applicant only for the purposes and on the premises herein described.
2. Applicant hereby acknowledges notification that all water delivered hereunder is untreated water from open ditches, canals, conduits and flumes and is not delivered for human consumption. The water is not potable or of a quality suitable for human consumption. Applicant shall not use the water or offer it to others for human consumption and shall assume all risks and liabilities in connection with the use of the water for human consumption and shall indemnify and defend the District for damages resulting from human consumption of the water by Applicant or guests or residents of Applicant's property.
3. Deliveries of water hereunder shall be made at the point where water conduit owned, leased or under license by Applicant contacts the outlet of district's said conduit and measurements shall be made as near thereto as practicable. If Applicant has arranged with District pursuant to its said rules and regulations for more than one such outlet for alternate use (in which event the first such outlet, designated regular delivery box, together with al additional outlets, designated alternate delivery boxes, are listed and described as to size and location on the reverse side hereof) the total of the rates of the flow at any given time delivered through all such outlets shall not exceed Applicant's maximum rate of flow requirement hereinafter set forth.
4. District shall exercise reasonable care and diligence to furnish water service to Applicant hereunder, but shall not be liable for any damage resulting from curtailment, interruption or apportionment of said service occasioned by necessary repairs or maintenance of District's Water conduit system, threatened or actual water shortage, or other causes beyond District's control. District reserves the right to curtail or cease service in response to emergencies or water shortages within the District.
5. During the irrigation season, May 1st. through September 30th. deliveries of water to Applicant hereunder shall be made at a maximum rate of flow, hereinafter called "seasonal requirement" of 2 miner's inches. The District may extend, reduce, or alter the dates and length of the irrigation season. If the irrigation season is extended by the District, Applicant agrees to pay for the water provided during the extended season, whether or not Applicant uses such water. If the District reduces the season, the rate shall be proportionately reduced. For each year during the term hereof, to the extent provided for herein, this agreement shall be deemed to constitute an application made on or before April 15th. for said seasonal requirement; provided, however, Applicant shall have the right to change said seasonal requirement for any ensuing season, after initial season hereunder, by notifying District in writing on or before the April 15th. prior to the commencement of such ensuing season. If the Applicant shall notify District in writing of Applicant's desire for a reduction of his seasonal requirement, this agreement shall thereupon be modified and the rate of flow specified in Applicant's notice shall be the requirement for every season thereafter until again changed as herein provided. If Applicant shall notify District in writing of Applicant's desire to increase his seasonal requirement, this agreement shall thereupon be deemed modified only in the event and to the extent that District shall designate in writing to Applicant that it will have water available to furnish such increased rate of flow.
6. The charge each year for Applicants said seasonal requirement and said alternate boxes, if any shall be computed at the rates of District's Irrigation Rate Schedule, which is made a part hereof, or such other applicable schedule in lieu thereof as may be provided by the Board of Directors of District and Applicant shall pay the full amount thereof whether or not all of said requirement is actually used. Applicant shall pay said charge each year to District at its office in Georgetown upon presentation to Applicant of a bill therefore.
7. All necessary miner's inch measuring boxes for the service herein provided for will be installed by District but Applicant shall pay the cost thereof, including cost of installation, and Water Development Charge, upon receiving statements therefore from District.
8. This contract shall remain in force for the term of one (1) year from and after the date hereof, and thereafter from year to year, provided, however, either party shall have the right to terminate this agreement at the expiration of either the initial year or any subsequent year by giving the other thirty (30) days written notice of a desire for such termination. Payment of fees or charges by applicant shall not preclude cancellation of this agreement by District.
9. This application will be accompanied by an advance payment of one month at the basic rate of N/A per month. This agreement shall be subject to such changes and modifications by said Board of Directors as said Board of Directors may, from time to time, direct in the exercise of its jurisdiction.

Total acres irrigated: _____ Located in Section: _____ Township: _____ Range: _____ Right to Premises: _____

Jill Wyatt
Owner(s) Signature: _____

Mailing Address: 1380 Hwy 193
Cool CA 95614

Phone (530) 885-5208

Service Address: same

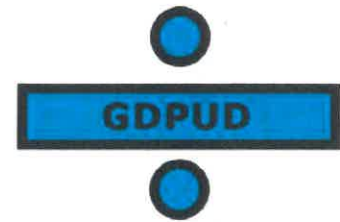
PLEASE SIGN & RETURN APPLICATION WITHIN 10 WORKING DAYS

FOR OFFICE USE ONLY

Approved this _____ day of _____, 2003.

HENRY N. WHITE, General Manager

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2019
AGENDA ITEM NO. 7.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER IRRIGATION CUSTOMER REQUEST FOR CHANGE OF FLOW

PREPARED BY: Christina Cross, Management Analyst

Handwritten signature of Christina Cross in blue ink.

APPROVED BY: Steven Palmer, PE, General Manager

Handwritten signature of Steven Palmer in blue ink.

BACKGROUND

Rules and regulations for irrigation service in the Georgetown Divide Public Utility District ("GDPUD" or "District") are set forth in Ordinance 2005-01 ("Ordinance"), adopted by the Board of Directors ("Board") on May 5, 2005. Section 3(d) of the Ordinance states:

Irrigation service is provided for the entire irrigation season. Customers shall pay for irrigation service for the entire season regardless of their interest or ability to use water.

Section 3(m) of the Ordinance states:

Customers receiving irrigation service who request a change in flow rate during the season shall be charged a fee set by the Board of Directors for the adjustment.

Section 1(p) of the Ordinance states:

Any customer dissatisfied with any determination of District management shall have the right to appeal to the Board of Directors.

The irrigation customer on Route 85, Service 0135, Wesley Mize, has requested to cancel irrigation service of 1 miners inch effective the beginning of the irrigation season

DISCUSSION

On May 30, 2019 Wesley Mize, the new home owner, contacted staff at GDPUD and stated that he received a bill for irrigation water and had not been made aware of irrigation water at the property during the sale of his home and did not want it. Staff verified that the prior homeowner returned an application for irrigation service on February 14, 2019 and informed the customer that the Ordinance does not allow staff to close an irrigation account during the irrigation season.

The existence of an irrigation water service is supposed to be determined and disclosed by the escrow company during the escrow process. Staff contacted the escrow company and

determined that the escrow company did not disclose this information to the buyer and closed escrow on March 4, 2019. An email from the escrow company is included as Attachment 3.

Wesley Mize wishes to appeal to the Board for an exception. He will present his case at the July 11 Board meeting.

The Ordinance states that the customer shall be charged a fee set by the Board of Directors for the adjustment. Therefore, if the Board grants this request, the Board will also have to set a fee.

FISCAL IMPACT

If the Board chooses grant this request, associated costs would include labor and parts to disconnect service, administrative costs, as well as loss of revenue for the balance of the season. Staff's suggestion is that if the Board approves this request, the Board should impose a fee at least be equal to the direct costs.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) consider the irrigation customer's request and make a determination.

ALTERNATIVES

(a) Deny the request; (b) Set an adjustment fee and grant the request.

ATTACHMENTS

1. Ordinance 2005-01
2. Application and Contract Signed by Customer
3. Email from Fidelity National Title

AGENDA ITEM 7.C.

Request for Change of Flow

Attachment 1

Ordinance 2005-01

ORDINANCE 2005-01

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

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

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

SECTION 1. General Conditions:

(a) Control of System: District Works shall be under exclusive control and management of District personnel duly appointed by the Board of Directors.

(b) The District shall not be liable for interruption, shortage or insufficiency of irrigation water supply, or for any loss or damage occasioned thereby.

(c) The District shall not be liable for damage to person or property resulting directly or indirectly from privately owned conduits, meters or measuring devices.

(d) Irrigation water is used at the customer's own risk and the customer agrees to hold the District, its officers and employees free and harmless from liability and damages that may occur as the result of defective water quality, shortages, fluctuation in flow or pressure, interruptions in service or for failure to deliver water.

(e) Pumping of water by the customer is done at the customer's risk. The District assumes no liability for damage to pumping equipment or other damages as a result of turbulent water, shortages, excess of water or other causes.

(f) No purchaser of water from the District acquires a proprietary or vested right by reason of use. No purchaser acquires a right to resell water or to use for a purpose other than that for which it

was applied nor to use it on premises other than indicated on the application. The terms, conditions, priorities and allocation of irrigation service may be altered and amended by the Board of Directors. The District does not guarantee irrigation service customers the right to future service.

(g) The District expressly asserts the right to recapture, reuse and resell all waters originating from District Works.

(h) Ditchtenders and other agents of the District shall have access to all lands irrigated from its water system and to all conduits for the purpose of inspection, examination, measurements, surveys or other necessary purposes of the District with the right of installation, maintenance, control and regulation of all meters and other measuring devices, gates, turnouts and other structures necessary or proper for the measurement and distribution of water.

(i) No bridges, crossing, pipe or other structures shall be placed in or over a canal without written permission of the District. Maintenance of the canal crossings shall not be the District's responsibility but shall rest with the owner of the crossing. Where the owner fails to maintain the crossing, the District may perform the necessary repairs or removal at the expense of the owner. Notice of the District's intent will be given, if possible, to the owner prior to the work commencing.

(j) No rubbish, garbage, refuse, chemicals or animal matter from any source may be placed in or allowed to be emptied into any ditch, canal or reservoir of the District.

(k) District canals or reservoirs shall not be used for swimming or bathing.

(l) Livestock shall not be permitted to contaminate the water supply nor destroy or damage the canal system or use thereof. Property owners are liable for any damage due to livestock.

(m) No conveyance system shall cause a cross connection with the District's water system with any other source of water.

(n) No buildings, corrals or other structures, fences, trees, lines or bushes shall be permitted upon rights-of-way or use thereof be made in any way except by written authority of the District. Construction of

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

(o) Violation of Rules and Regulations: Failure to comply with rules and regulations of the District shall be sufficient cause for terminating irrigation service as determined by the Board of Directors.

(p) Any person dissatisfied with any determination of the District management shall have the right to appeal to the Board of Directors.

(q) Amendments: The Board of Directors of the District may at their discretion alter, amend or add to these rules and regulations. The Board of Directors will follow applicable laws during this process.

SECTION 2. Application for an Irrigation Service Account:

(a) No irrigation service will be rendered until a complete application for an Irrigation Service Account has been approved and is on file at the office of the District. Applications will be accepted between January 1st and March 1st for the impending irrigation season. The application for service shall state that the customer agrees to abide by the terms and conditions for service as established in the Irrigation Ordinance.

(b) Applications will be approved where the District Works have sufficient capacity to meet service requested. Applications will be considered for approval utilizing the following priority system:

- Priority 1. Applications for Irrigation Service to parcels that received irrigation service during the immediate past irrigation season.
- Priority 2. Applications for Irrigation Service to parcels with the most recent active Irrigation Service Account during the previous ten (10) irrigation seasons
- Priority 3. New applications for irrigation service to parcels that have been made after the 2003 irrigation season with priority established by the earliest season applied for. Applications and priority are specific to the section of ditch the parcel is located near.

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

(c) Applications for an increase to service will receive Priority 3 status for the requested increase.

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

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

(f) New applications for Out-of-District Irrigation Service Accounts will not be approved by the Board of Directors. An existing Out-of-District Irrigation Service Account that is inactive for two or more years will be deleted from the District's accounts and the service will be permanently removed.

SECTION 3. Distribution of Water:

(a) 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 a majority vote.

(b) The District does not guarantee irrigation water under pressure from the District Works. Pressure requirements of the customer are the sole responsibility of the customer and the District shall not be liable for any damage to equipment used to provide pressure to the customer.

(c) Water is distributed under continuous flow. Water must be used continuously during all days and nights including holidays and Sundays and no allowances shall be made for failure to use water when it is made available. Failure to use water on schedule shall not entitle the customer to any rebate.

(d) Irrigation service is provided for the entire irrigation season. Customers shall pay for irrigation service for the entire irrigation season regardless of their interest or ability to use water.

(e) When interruptions to irrigation service due to failure of the District Works extend beyond five (5) days, proportionate adjustments for such water loss will be made.

(f) Irrigation customers shall pay a proportionate amount for irrigation service when the irrigation season is extended or shortened by the Board of Directors.

(g) Unauthorized connections or the taking of water in an amount greater than applied and paid for, by any means, is a misdemeanor under California Penal Code Section 498 and shall be subject to criminal prosecution under Section 498 and any other applicable laws. In addition, the District may bring a civil action for damages and may refuse future service to the parcel.

(h) Irrigation customers shall prevent any unnecessary or wasteful use of water. Should a customer permit wasteful use of water, the District may discontinue service if such condition is not corrected within five (5) days after giving the parcel owner written notice of intention to terminate service.

(i) No more than one parcel shall be served through each Irrigation Service Account except with the prior written approval of the Board of Directors. Any such approval shall be recorded against each parcel with the caveat that the agreement expires upon any change of ownership. Each Irrigation Service Account shall have independent service lines and sumps.

(j) The minimum irrigation service for each Irrigation Service Account shall be one miner's inch, from the open ditch system, and one-half miner's inch from the irrigation pipeline system. In the future, the District may consider reducing the minimum irrigation service to one-half miner's inch from the open ditch system and one-quarter miner's inch from the irrigation pipeline system.

(k) All pumped services shall utilize a sump provided by the customer and acceptable to the District.

(l) All Irrigation Service Accounts must have an appropriate measuring device which shall be installed by the District. The customer shall pay the cost thereof including costs of installation. The District shall approve the location of the measuring device.

(m) Customers receiving irrigation service who request a change in flow rate during the season shall be charged a fee set by the Board of Directors for the adjustment.

(n) Replacement of measuring devices shall be at the expense of the customer if the replacement is necessary due to abnormal wear or abuse.

(o) Alternate Boxes -The Board of Directors shall not approve any new applications for Alternate Boxes.

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

SECTION 4. Charges, Rates and Billings:

(a) The District will maintain a uniform rate schedule which may be changed from time to time upon action of the Board of Directors. The rate schedule, by reference, is attached hereto and made a part of these rules and regulations.

(b) Irrigation billings are made bi-monthly (every two months) in advance.

(c) All penalties shall be charged as outlined on the billings

(d) Disconnected irrigation service accounts shall pay a fee to re-establish service

(e) Irrigation service accounts requesting verification of flow will pay a fee if the delivered flow is within 10% of the contracted amount

SECTION 5. REPEAL

(a) Upon the effective date of this Ordinance 2005-__ all previously adopted Ordinances pertinent to the Rules and Regulations for

Irrigation Service will be superceded and repealed, including, but not limited to, Ordinance 79-2, 79-8, 87-1, and 04-01.

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

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

NOES: None

ABSENT: None



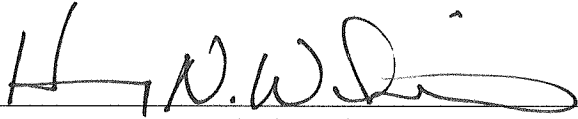
Bob Diekon, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:



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

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

A handwritten signature in black ink, appearing to read "H.N. White", written over a horizontal line.

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

AGENDA ITEM 7.C.

Request for Change of Flow

Attachment 2

Application Signed by Customer

✓

Georgetown Divide Public Utility District
2019 SEASONAL IRRIGATION SERVICE APPLICATION
Complete and return this portion to G.D.P.U.D. by March 1, 2019

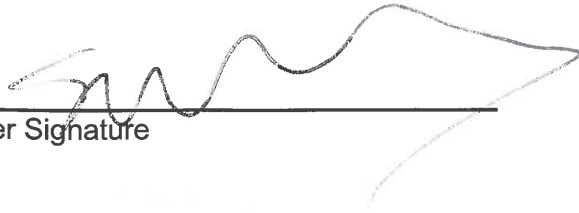
Do you supply a pond with irrigation water? Yes No

Total acreage you manage: _____ Total acreage you irrigate: _____

Specify types of crops and number of acres of each that you raise: _____

Specify the type of stock: cattle, sheep, swine or other uses: _____

By signing and returning this form, I am renewing my contract for irrigation water for the 2019 season (May 1st through September 30th), in accordance with Ordinance 2005-01.



Owner Signature

Please check one

No changes – same as last year

Change in supply requested

From: _____ " To: _____ "

Please provide the following information to assist us in keeping our records up to date:

Phone Number: _____

E-mail Address: _____

Property Address: _____

Assessor's Parcel No.: _____

**PAL0017 850135 S1
PALEY, SUNNY
3400 HWY 50
CAMINO, CA 95709-9323**

AGENDA ITEM 7.C.

Request for Change of Flow

Attachment 3

Email from Fidelity National Title

From: Tholen, Liz <ltholen2@fnf.com>
Sent: Thursday, May 30, 2019 3:38 PM
To: Ashley Craven; Shamblin, Renee
Subject: RE: 9071900196 4071 Greenwood

Hi---

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

Liz

Liz Tholen

Branch Manager | Escrow Officer

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



Online Resources: [Visit Me Online](#) | [View & Share Recommendations Here](#)



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

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

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

[Click Here for Online Fees 24/7](#)





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

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

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

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

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

Good afternoon,

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

Ashley Craven

Administrative Assistant I
Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634
Office: 530-333-4356 ext 106
Fax: 530-333-9442
acraven@gd-pud.org

From: Shamblin, Renee <Renee.Shamblin@fnf.com>
Sent: Monday, February 25, 2019 11:10 AM
To: Ashley Craven <acraven@gd-pud.org>
Subject: RE: 9071900196 4071 Greenwood

Thank you!

Renee Shamblin, Escrow Assistant to Liz Tholen
Fidelity National Title
3905 Park Drive #110
El Dorado Hills, CA 95762
Phone:916-939-7640

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2019
AGENDA ITEM NO. 7.D**

GDPUD

AGENDA SECTION: NEW BUSINESS

**SUBJECT: APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE
BID PROCESS FOR 2018 TREATED WATER LINE
REPLACEMENT PROJECT**

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager



BACKGROUND

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

The 2018 Treated Water Line Replacement Project will replace approximately 1,350 linear feet of 4-inch treated water line in Kit Fox Court and Angel Camp Court. These two segments have experienced multiple water line and service failures in recent years, and District Staff has found that portions of the existing pipe and installation do not meet current standards.

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

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

DISCUSSION

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

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

FISCAL IMPACT

The Adopted Capital Improvement Plan budget for this Project is \$379,500 from Fund 39 – Capital Facility Charge. The current engineer’s construction cost estimate for the Project with a 10 % contingency is \$317,000. Based on the current and projected costs, the Project budget may be exceeded by roughly \$6,355 (1.67%). Current and projected costs are summarized in the table below.

Phase	Expended to Date	Total Projected	Budget
Engineering/Environmental	\$ 28,424	\$ 37,155	\$ 60,000
Construction Mangement	--	\$ 31,700	\$ 79,500
Construction	--	\$317,000	\$240,000
<i>Total</i>	\$ 28,424	\$385,855	\$379,500

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

CEQA ASSESSMENT

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

RECOMMENDED ACTION

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

ALTERNATIVES

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

ATTACHMENTS

1. Project Information Sheet
2. Plans and Specifications
3. Resolution 2019-44

AGENDA ITEM 7.D.

Attachment 1

Project Information Sheet

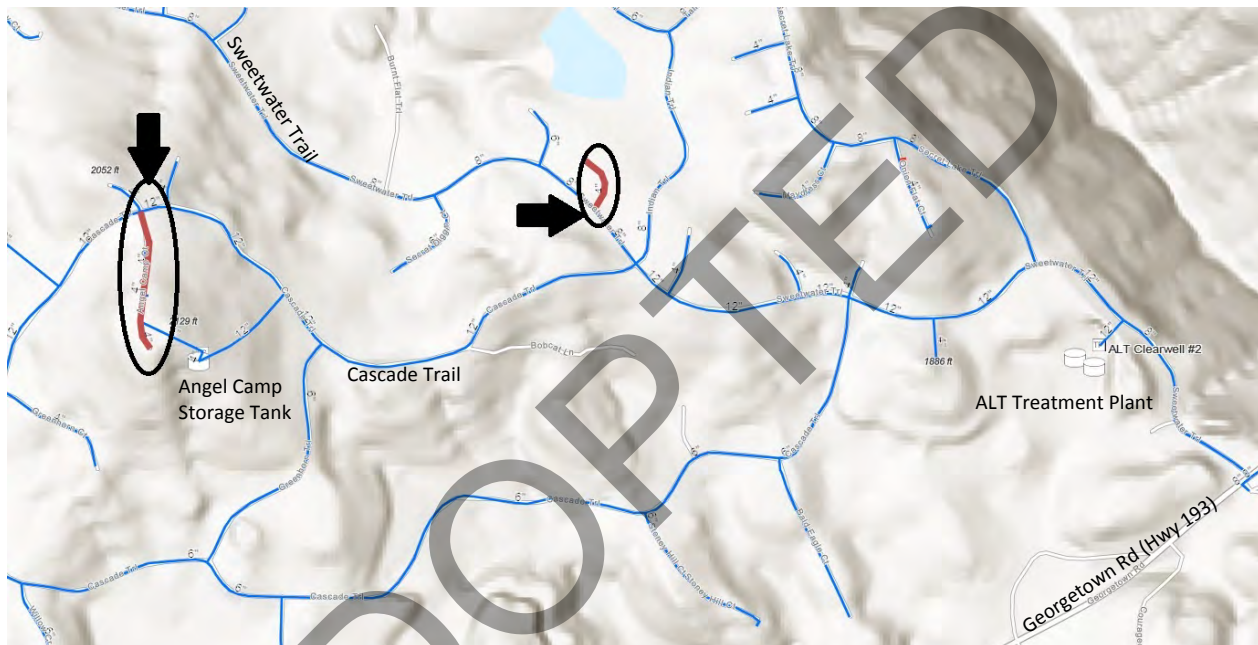
PROJECT NAME: 2018 Treated Water Line Replacement/Rehab

PROJECT NUMBER: 922

PROJECT DESCRIPTION:

This Project will replace and rehabilitate treated water lines in Kit Fox Court and Angel Camp Court (approximately 1,350 linear feet). These water lines have experienced a higher than expected rate of breakage. Staff has also determined that much of these water lines materials and bedding do not meet current engineering and construction standards.

LOCATION MAP



PHOTOS



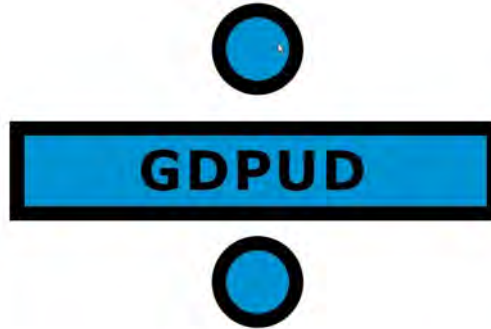
05/30/2019



AGENDA ITEM 7.D.

Attachment 2

Plans and Specifications



Georgetown Divide Public Utility District

REQUEST FOR BIDS

2018 Treated Water Line Replacement Project

Bid Release Date:
July 16, 2019

Bids Due Date:
August 13, 2019

Bids shall be submitted by mail or delivered to:

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

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ATTACHMENT 1 – SAMPLE AGREEMENT FOR CONTRACT SERVICES

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

NOTICE TO CONTRACTORS

REQUEST FOR BIDS

2018 Treated Water Line Replacement Project

NOTICE IS HEREBY GIVEN that the Georgetown Divide Public Utility District (“District”) will be accepting bids to replace aging and leaking pipelines servicing Kit Fox Court and Angel Camp Court in Auburn Lake Trails.

Bids are due no later than **August 13, 2019, at 2:00 PM** (Local Time), and may be mailed to the District Office or hand delivered at 6425 Main Street, Georgetown, CA 95634. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “**BID ENCLOSED.**” When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid.

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

General Work Description:

The project will generally consist of, but not limited to, the replacement of the existing 4-inch main with a 6-inch PVC pipeline, installation of valves, appurtenances and replacement of service lines. The project consists of approximately 1500 linear feet of pipe, installation of blow off valve assembly’s, installation of gate valves, removal and replacement of a fire hydrant, installation of air vacuum release valves and replacement of 19 service connections. In addition to the aforementioned work, it will also require trenching and repaving of sections of road. The project is located in northwestern El Dorado County, within the community of Auburn Lake Trails.

All work activities, including equipment and manpower access, are limited to the right of way of the road and easement to the tank site. All work activities relating to pipe replacement shall only occur when the main pipeline is out of service and/or not flowing water. Water service may only be suspended for 8 hours. Other work limitations are described in the project Specifications.

The Engineer’s Estimate of Project Cost: \$290,000.

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

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

Each bid must be submitted on the prescribed forms. A bid security shall be provided with each bid. Bid security shall be in the amount of ten percent (10%) of the bid amount. The bid security shall be cash, a certified check or cashier's check drawn to the order of the Georgetown Divide Public Utility District or a Bidder's Bond executed by a surety satisfactory to the Georgetown Divide Public Utility District. Bidders are solely responsible for all costs associated with the preparation of their bids.

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

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

DATED: July 16, 2019

Georgetown Divide Public Utility District

BY: _____
Steven Palmer PE, General Manager

GENERAL DESCRIPTION OF WORK

The Contractor shall provide all labor, materials, equipment and incidentals required to replace approximately 1500 linear feet of 4" PVC with 6" PVC, and 19 service connections using 1.5" HDP (IPS) service lines, that deliver water to customers in Auburn Lake Trails.

SPECIAL NOTICE

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

- Bidder inquiries shall be directed to Steven Palmer, General Manager, for the Georgetown Divide Public Utility District.
- Potential bidders are encouraged to review the insurance and bonding requirements included in the bid documents, including the General Provisions, with their insurance agent/broker prior to submitting a bid.
- **All work shall be completed on or before December 31, 2019.**

QUALIFICATION OF BIDDERS

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

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

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

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

INTERPRETATIONS AND ADDENDA

All questions regarding the meaning or intent of the Bidding Documents are to be submitted to Steven Palmer, General Manager, in writing. Interpretations or clarifications considered necessary by the General Manager, in response to such questions, will be issued by Addenda mailed or delivered to all parties recorded by District as having received the Bidding Documents. An Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed

advisable by the District. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral or other interpretations of clarifications will be without legal effect.

AWARD OF CONTRACT

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

WAGE RATES

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

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

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

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

BID PROPOSAL

2018 Treated Water Line Replacement Project

NAME OF BIDDER:

STREET ADDRESS:

CITY, STATE, ZIP:

PHONE NO. _____ FAX NO. _____

CONTRACTOR LICENSE TYPE & NO.:

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

The **Special Provisions** for the Work to be done are dated **July 11, 2019** and are entitled:

2018 Treated Water Line Replacement Project

Bids are to be submitted for the entire work. The amount of the bid for comparison will be the total of all items.

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

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

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

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

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

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

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

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

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

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

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the plans therein referred to; and the contractor proposes, and agrees if this proposal is accepted, that they will contract with the Georgetown Divide Public Utility District, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that the contractor will take in full payment therefor the following prices, to wit:

BID SCHEDULE

Georgetown Divide Public Utility District

2018 Treated Water Line Replacement Project

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1		
2	Water Pollution Control Plan and Implementation	LS	1		
3	Kit Fox Court- Section 1 Blowoff Assembly	EA	1		
4	Kit Fox Court- Section 1 6" PVC Pipe	LF	398		
5	Kit Fox Court- Section 1 Gate Valve	EA	2		
6	Kit Fox Court- Section 1 Remove and Replace Hydrant Assembly	EA	1		
7	Kit Fox Court- Section 1 Service Connection Assembly	EA	9		
8	Kit Fox Court- Section 1 Air Vacuum Release Valve	EA	1		
9	Angel Camp Court- Section 2 Blowoff Assembly	EA	3		
10	Angel Camp Court- Section 2 6" PVC Pipe	LF	1074		
11	Angel Camp Court- Section 2 Air Vacuum Release Valve	EA	1		
12	Angel Camp Court- Section 2 Gate Valve	EA	3		
13	Angel Camp Court- Section 2 Service Connection Assembly	EA	10		

Total Bid Price _____

Total Amount in Words

BID ITEM DESCRIPTIONS

Bid Item 1 - Mobilization/Demobilization: The lump sum bid for Mobilization/Demobilization shall not exceed six percent (6%) of the total bid price.

Mobilization shall include: the obtaining of insurance and bonds; moving onto the site of all equipment; submittals and project schedules; obtaining and paying for all permits by other agencies as applicable and not delineated in other bid items; furnishing temporary construction utilities (temporary power, toilets, water, fences, etc.); installing construction signs; temporary buildings and field office trailer(s); establishment of temporary site access and staging area; and other construction all as required for the proper performance and completion of work, as needed.

Demobilization shall include: site cleaning and restoration of surfaces within the job site; post-construction meeting; removal of all temporary facilities and equipment from the work area; disconnection of the temporary construction utilities; and turnover of a project to the Owner.

Contractor may apply for payment of Mobilization/Demobilization on a percent complete basis as the items covered in Mobilization are completed.

The final payment for Mobilization/Demobilization will not be issued until project completion.

The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

Bid Item 2 - Water Pollution Control Plan and Implementation: The lump sum bid for Water Pollution Control Plan and Implementation includes, but is not limited to, preparation and implementation of the water pollution control plan and best management practices in accordance with the construction documents. The lump sum price shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

Section 1: Kit Fox Court

Bit Item 3 - Blowoff Assembly: The per each price shall include all work and materials necessary to install blowoff assemblies as specified and shown in the construction documents. Measurement and payment shall be made on a per each basis. The unit price shall be full compensation for blowoff assemblies, valve boxes, risers, piping, trenching, installation of bedding, connections, backfill and compaction, cleaning, temporary plating, temporary and final pavement, utility crossing protection, landscaping and irrigation system protection, restoration, and all incidentals required by these Specifications and Plans. The price per each shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

Bid Item 4 - 6" PVC Pipe: The price per linear foot for 6-inch PVC pipe shall include all work and materials necessary to install new 6-inch PVC pipe in accordance with the construction documents. Measurement and payment shall be made per linear foot. The unit price shall be full compensation for trenching, joint bonding, joint restrain, installation of bedding, backfill and compaction, compaction testing, slurry, trench dams, temporary plating, utility crossing protection, landscaping and irrigation system protection, furnishing of pipe, all associated fittings, and all piping accessories not otherwise specified in this Provision. The price per linear foot shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

Bid Item 5 - Gate Valve: The per each price shall include all work and materials necessary to install gate valves as shown in the construction documents. Measurement and payment shall be made on a per each basis. The unit price shall be full compensation for gate valves, valve boxes, risers, cleaning, and all incidentals required by these Specifications and Plans. The price per each shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

Bid Item 6 - Remove and Replace Hydrant Assembly: The per each price shall include all work and materials necessary to remove and replace hydrant assembly as specified and shown in the construction documents. Measurement and payment shall be made on a per each basis. The unit price shall be full compensation for removal of hydrant assembly, replacement of hydrant assembly, risers, bury, lateral piping, valve, fittings, connections to main, cleaning, restoration, disinfection and testing, and all incidentals required by these Specifications and Plans. The unit price per each shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

Bid Item 7 - Service Connection: The per each price shall include all work and materials necessary to remove and replace service connections as shown in the construction documents. Measurement and payment shall be made on a per each basis. The unit price shall be full compensation for pipe removal and disposal, new pipe for single and double service connections, installation of new pipe, trenching, backfilling, compacting, compaction testing, aggregate base, asphalt concrete, service connection and testing, meter setter, meter box, landscape restoration, and for all labor, equipment, tools, and incidentals to complete this item.

Bid Item 8 - Air Vacuum Release Valve: The per each price shall include all work and materials necessary to install air vacuum release valve assemblies as specified and shown in the construction documents. Measurement and payment shall be made on per each basis. The price shall be full compensation for air vacuum release assemblies, valve boxes, risers, connections, cleaning, restoration, and all incidentals required by these Specifications and Plans. The unit price per each shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

Section 2: Angel Camp Court

Bid Item 9 - Blowoff Assembly: The per each price shall include all work and materials necessary to install blowoff assemblies as specified and shown in the construction documents. Measurement and payment shall be made on a per each basis. The unit price shall be full compensation for blowoff assemblies, valve boxes, risers, piping, trenching, installation of bedding, connections, backfill and compaction, cleaning, temporary plating, temporary and final pavement, utility crossing protection, landscaping and irrigation system protection, restoration, and all incidentals required by these Specifications and Plans. The price per each shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

Bid Item 10 - 6" PVC Pipe: The price per linear foot for 6-inch PVC pipe shall include all work and materials necessary to install new 6-inch PVC pipe in accordance with the construction documents. Measurement and payment shall be made per linear foot. The unit price shall be full compensation for trenching, joint bonding, joint restrain, installation of bedding, backfill and compaction, compaction testing, slurry, temporary plating, utility crossing protection, landscaping and irrigation system protection, furnishing of pipe, all associated fittings, and all piping accessories not otherwise specified in this Provision. The price per linear foot shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

Bid Item 11 - Air Vacuum Release Valve: The per each price shall include all work and materials necessary to install air vacuum release valve assemblies as specified and shown in the construction documents. Measurement and payment shall be made on per each basis. The price shall be full compensation for air vacuum release assemblies, valve boxes, risers, connections, cleaning, restoration, and all incidentals required by these Specifications and Plans. The unit price per each shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.

Bid Item 12 - Gate Valve: The per each price shall include all work and materials necessary to install gate valves as shown in the construction documents. Measurement and payment shall be made on a per each basis. The unit price shall be full compensation for gate valves, valve boxes, risers, cleaning, and all incidentals required by these Specifications and Plans. The price per each shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

Bid Item 13 - Service Connection: The per each price shall include all work and materials necessary to remove and replace service connections as shown in the construction documents. Measurement and payment shall be made on a per each basis. The unit price shall be full compensation for pipe removal and disposal, new pipe for single and double service connections, installation of new pipe, trenching, backfilling, compacting, compaction testing, aggregate base, asphalt concrete, service connection and testing, meter setter, meter box, landscape restoration, and for all labor, equipment, tools, and incidentals to complete this item.

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Experience Qualifications

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

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

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

If yes, please explain:

List of Previous Contracts Completed by Contractor

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

Please attach separate sheet, if needed.

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LIST OF SUBCONTRACTORS

The bidder shall list below the name and business address of each subcontractor who will perform work under this Contract in excess of one-half of one percent of the Contractor's total bid price, and shall also list the portion of the work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. All information must be provided for each subcontractor. Failure to comply with this requirement shall render the proposal (bid) non-responsive and shall cause its rejection. (Attach additional sheets if required.)

Work to be Performed	Subcontractor License #	Percent of Total Contract	Subcontractor's Name and Address

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ADDENDUM ACKNOWLEDGEMENT

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

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

ADDENDA

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

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

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

Date: _____

Bidder: _____

By: _____
(Signature)

Title: _____

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WORKERS' COMPENSATION CERTIFICATE

Owner and Description of Contract:

Georgetown Divide Public Utility District

2018 Treated Water Line Replacement Project

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

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

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

Dated: _____, 2017

(Contractor)

By: _____
(Signature)

(Official Title)

(SEAL)

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

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NON-COLLUSION AFFIDAVIT

This Affidavit to be fully executed.

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]."

Signature: _____
President, Secretary, Manager, Owner, or Representative

(Attach Notary Acknowledgement)

Print Name and Title below:

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SIGNATURE SHEET

SIGNATURE NOTICE

If bidder or other person of legal interest is a corporation; state legal name of corporation, also names of the president, secretary, treasurer, and manager authorized to sign contracts; if a co-partnership, state true name of firm, also names of all individual copartners composing firm authorized to sign contracts; if Bidder or other interested person is an individual, state first and last names in full.

Provide the names of all persons of legal interest in the foregoing proposal as principals below:

Licensed in conformance with an act providing for the registration of contractors,

Contractor's License No.: _____ Classification(s): _____

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FAITHFUL PERFORMANCE BOND
(CONSTRUCTION)

KNOW ALL PERSONS BY THESE PRESENTS, that the Georgetown Divide Public Utility District (hereinafter designated as "The District"), a Special Utility District located in the County of El Dorado, State of California, by Resolution No. _____, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled **2018 Treated Water Line Replacement Project** which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____ as Surety, which is a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, are held and firmly bound unto the District, in the penal sum of \$_____, lawful money of the United States, **being not less than one hundred percent (100%) of the estimated contract cost of the work**, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bonded Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements, required, on his/her/their part, to be kept and performed at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify, defend and hold harmless the District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

AS A PART OF THE OBLIGATION secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in anyway effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ___ day of ___, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority

of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgement and notarial seal for both attached.

(SEAL)

PRINCIPAL

By: _____

Title: _____

SURETY

By: _____

Title: _____

The above bond accepted and approved this __day of_____, 2019.

Steven Palmer PE, General Manager
Georgetown Divide PUD

LABOR AND MATERIALS BOND

(CONSTRUCTION)

KNOW ALL PERSONS BY THESE PRESENTS, that the Georgetown Divide Public Utility District, a Special Utility District located in the County of El Dorado, State of California, by Resolution No. _____, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled **2018 Treated Water Line Replacement Project** which said agreement is hereby referred to and made a part hereof; and;

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we the Principal and _____, as Surety, which is a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, are held and firmly bound unto the District in the penal sum of \$_____, lawful money of the United States, **being not less than ten percent (10%) of the estimated contract cost of the work**, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bonded Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in Section 9100 of the Civil Code, or to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in, or to an amount not exceeding, the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

1. This bond and all its provisions shall inure to the benefit of all persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
2. This bond is given to comply with the provisions of Title, Part 6, Division 4, of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time,

alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract, to the work, or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _ day of ____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgement, and notarial seal attached.

(SEAL)

PRINCIPAL

By: _____

Title: _____

SURETY

By: _____

Title: _____

The above bond accepted and approved this __day of ____, 2019.

Steven Palmer PE, General Manager
Georgetown Divide Public Utility District.

GUARANTEE

FOR

Georgetown Divide Public Utility District

2018 Treated Water Line Replacement Project

DATE OF ACCEPTANCE: _____

We hereby guarantee that the work we have installed for the District has been done in accordance with the approved Plans if any, Special Provisions and Specifications as well as all applicable State and local regulations and that the work as installed will fulfill the requirements of the guarantee. We agree to repair or replace any or all of our work, together with any other adjacent damages resulting from our work, that may prove to be defective in its workmanship or material within a period of **ONE (1) YEAR** from the date of acceptance of the above-named work by the District without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted.

Within **fifteen (15) days** after being notified in writing by the District of any defects in the work, we agree to commence and pursue with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time (not to exceed thirty **(60) days** after commencement of the repair work); and in the event of our failure to so comply, we collectively and separately, do hereby authorize said District to proceed to have such work done at our expense and we will honor and pay the cost and charges therefor upon demand.

DATED: _____

CONTRACTOR

BY: _____

Title: _____

(To be signed and notarized before acceptance of project).

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INSURANCE

1. The Contractor shall procure and maintain for the duration of the Contract the following insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
2. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Commercial general liability coverage (Insurance Services Office Commercial General Liability coverage occurrence Form CG 0001), including liability coverage for premises and operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual liability, use of independent contractors, and broad form property damage with completed operations.
 - b. Automobile liability coverage (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)).
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District and its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District and its officers, officials, employees, agents or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after 30 days' prior written notice by U. S. mail has been given to the District.
7. Course of construction policies shall contain, or be endorsed to contain, the following provisions: (a) District shall be named as loss payee; and (b) The insurer shall waive all rights of subrogation against the District.
8. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII or equivalent, unless otherwise approved by District.
9. Verification of Coverage. Prior to commencing work, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person

authorized to bind coverage on behalf of the insurer(s) and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. The District reserves the right to require complete copies of all required insurance policies and/or endorsements affecting required insurance coverage at any time.

10. Subcontractors. The Contractor shall include all actions and activities of its subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to the District. All coverages for subcontractors shall be subject to all of the requirements stated in this section.
11. Any products/completed operations insurance coverage shall be maintained after completion of the project for the full guarantee period.
 - a. c. Workers' compensation insurance as required by the State of California and employer's liability insurance.
 - b. d. Course of construction (also known as builder's risk) insurance form providing coverage for all risks of physical loss, damage or destruction to the work, to insure against such losses until final-acceptance of the work by the District.

MINIMUM LIMITS OF INSURANCE

The Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.
5. Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions insurance.
Coverage: \$1,000,000 each occurrence, \$2,000,000 policy aggregate.

The above insurance limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this Section.

DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

ADDITIONAL INSURED

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District and its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, and their officers, officials, employees, agents or volunteers. The additional insured coverage or endorsement shall comply with California Insurance Code section 11580.04.
2. The requirements as to the types, limits, and the District's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
3. In addition to any other remedy the District may have, if the Contractor or any of the subcontractors fails to maintain the insurance coverage as required in this section 5.50, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.

INDEMNITY AND LITIGATION COST

1. Contractor shall protect, defend, indemnify and hold harmless the District and its Inspector, and their respective officers, directors, agents, employees, volunteers, representatives, boards, and consultants from and against all penalties and fines imposed by law and all loss, claim, cause of action, demand, suit, judgment, cost, damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorneys' and expert witness fees) resulting from injury to or death of persons, including without limitation employees of the District, Inspector and Contractor, or damage to or loss of property, caused by, arising out of or in any way connected with the Contractor's or its subcontractors' or suppliers' performance, operations or activities under this Contract, except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the loss, claim, demand, cost, suit, judgment, penalty, fine, cause of action, damage, expense, or liability. Upon the request of an indemnified party hereunder, Contractor shall defend any suit asserting a claim covered by this indemnity and shall pay any cost that may be incurred by an indemnified party in enforcing this indemnity. In all cases, the indemnified party shall have the right to approve counsel selected by Contractor in the defense of any legal action or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be represented by counsel of its own choice and at its own expense in any legal action or with respect to any claim.

2. The District may withhold from payment due Contractor hereunder such amounts as, in the District's opinion, are sufficient to provide security against all loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision.
3. In any and all claims against the District or the Inspector and his consultants, and each of their officers, directors, employees and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes.
4. Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release Contractor from its obligations to indemnify, so long as the event upon which the claim is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Contract by Contractor, its employees, agents, suppliers or subcontractors, or the employee, agent or subcontractor of anyone of them.
5. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. The obligations of this indemnity section shall apply whet or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
6. In accordance with California Public Contract Code section 9201(b), if District receives any written third-party claim relating to work performed under this Contract, then District agrees to promptly notify Contractor about the third-party claim.

PROTECTION OF WORK

1. The Contractor shall be responsible for the care of all work until its completion and final acceptance; and it shall, at its own expense, replace damaged or lost material and repair damaged parts of the work or the same may be done at its expense by the District and the Contractor and its sureties shall be liable therefor. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified.

2. The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, when practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of its fences having been opened or the gate not having been either shut or attended at all times. If special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases when the Contractor removes fences to obtain work room, it shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the District. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.
3. The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventative measures as directed by the Inspector.
4. The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, or subcontractors or their employees in the course of their employment, or anyone directly or indirectly employed by any of them, whet such trespass was committed with or without the consent or knowledge of the Contractor.
5. The Contractor shall see that the worksite is kept drained and free of all ground water and any other water which may impede the progress or execution of the Contract work.
6. The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.
7. In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Inspector, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Should the Inspector deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Inspector. The decision of the Inspector in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified under section 5.3.
8. Except as provided by California Government Code section 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the' extent that the same are identified in the Contract Documents; and the

Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the District, the District will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work in conformance with applicable provisions of section 5.3, if so directed by the Inspector and in such situation the Contractor shall not be responsible for delay in completion of the project caused by the failure of the District or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the District in the Contract Documents, it shall immediately notify the Inspector in writing.

9. When the work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the work so that no damage will result to either public or private interests; and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the work.

ACCIDENTS

1. The Contractor shall provide and maintain, in accordance with California Labor Code section 6708 and Cal-OSHA requirements, adequate emergency first-aid treatment for its employees and anyone else who may be injured in connection with the work.
2. The Contractor shall promptly report in writing to the District all accidents of any nature arising out of, or in connection with, the performance of the work, on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death, serious injury, or serious damage occurs, the Contractor shall report the accident immediately by telephone or messenger to the District and the Inspector.
3. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim.

NO PERSONAL LIABILITY

Neither the District, the Inspector, nor any of their officers, directors, agents, or employees shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

MEASUREMENTS OF QUANTITIES

Where the Contract provides for payment on a lump sum price basis, no measurement of quantity will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the District on the basis of measurements taken by the District, and these measurements shall be final and conclusive. All quantities of work computed under the Contract shall be based upon measurements by the District according to United States Measurements and Weights. Methods of measurement are specified herein and in the Specifications.

SCOPE OF PAYMENT

1. The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the District and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

2. No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.
3. Within two weeks of receiving the Notice to Proceed, the Contractor shall submit a Schedule of Values totaling the Bid Amount of the project. The Schedule of Values shall contain sufficient information to be used by the District or Inspector in evaluating acceptability of progress payment requests and work progress from the Contractor. The District and Inspector shall review the Schedule of Values and the Contractor shall revise until a schedule which is acceptable to the District is received.

PROGRESS ESTIMATE

For each calendar month of Contract work, the Contractor will prepare a progress estimate of all work performed under the Contract for the District to review. Within the first ten (10) days of each succeeding calendar month, the Contractor will prepare in writing and certify to the District, an estimate which in his opinion is a fair approximation of the work done under the Contract based on the Schedule of Values provided by the Contractor, including any amounts due the Contractor for extra work and change orders. In arriving at the value of the work done, the Inspector will give consideration to the value of labor and materials which have been incorporated into the permanent work by the Contractor during the preceding month. Consideration will not be given to preparatory work done or for materials or equipment on hand. In order to assist the Inspector, the Contractor shall furnish the Inspector with copies of invoices for all such items delivered to the job site and incorporated into the work.

PROGRESS PAYMENTS

1. The District will pay the Contractor ninety (95%) percent of the amount of each properly submitted and undisputed progress payment request. Five (5%) percent of the amount of each payment request shall be retained by the District until 60 days after final completion and acceptance of all work under the Contract.
2. In accordance with California Public Contract Code section 20104.50, a written payment request from the Contractor shall be reviewed by the District as soon as practicable in order to determine whether it is proper. If it is determined not to be a proper payment request suitable for payment, then the District shall return it to the Contractor with a written explanation of the deficiencies as soon as practicable, but not later than 7 days after receipt of the payment request. If the payment request is determined to be properly submitted and is undisputed, the District will certify the payment as provided above and the District shall make the payment to the Contractor within 30 days after receipt of the payment request. If a properly submitted and undisputed payment request is not paid within this 30-day period, then the District shall pay interest on the overdue amount to the Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010. This section shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of the District.
3. When, in the judgment of the District, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment, the total amount of the work done since

the last estimate amounts to less than \$1,000, no pay estimate will be prepared and no progress payment will be made.

4. No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials or equipment. Estimated amounts and values of work done and materials and equipment incorporated into the work will be conformed to actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.
5. It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment, shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.
6. District reserves the right to make payments jointly to the order of the Contractor and to any of its subcontractors or suppliers that might have a right to file a stop notice with the District. The District shall have no obligation to payor to ensure the payment of money to a subcontractor or supplier, except as may otherwise be required by law.

LIQUIDATED DAMAGES

It is agreed that CONTRACTOR'S failure to complete the work within the time allowed will result in damages being sustained by the DISTRICT. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the DISTRICT, or have withheld from moneys due it, the sum of \$1000 per day. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages

FINAL ACCEPTANCE AND DATE OF COMPLETION

Whenever the Contractor shall deem all work under this Contract to have been completed in accordance therewith, it shall so notify the District in writing, and the District shall promptly ascertain whether the work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied with to the satisfaction of the District, he shall proceed with all reasonable diligence to determine accurately the total value of all work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The District will then certify to said final estimate and to the completion of the work, and will file copies thereof with the District and the Contractor. The date of completion shall be the date upon which the District makes its formal written acceptance of the work.

FINAL PAYMENT

Within 10 days after the date of completion, the District will file in the office of the County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor. On

the expiration of 60 days after the recordation of such Notice of Completion, the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishing of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract or as required by law. All prior certifications upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed 150% of the disputed amount.

FINAL RELEASE

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the District with a signed written release of all claims against the District arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The release shall be in substantially one of the following forms:

Right to Withhold Payments

In addition to all other rights and remedies of the District hereunder and by virtue of law, the District may withhold or nullify the whole or any part of any progress payment or up to 150% of the disputed amount from the final payment (see California Public Contract Code section 7107c) to such extent as may reasonably be necessary to protect the District from loss on account of:

- 1) Defective work not remedied, irrespective of when any such work be found to be defective;
- 2) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under California Labor Code sections 1775, 1776, or 1777.7;
- 3) Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;
- 4) A reasonable doubt that the work can be completed for the balance then unearned;
- 5) A reasonable doubt that the Contractor will complete the work within the agreed time limits;
- 6) Costs to the District resulting from failure of the Contractor to complete the work within the proper time; or
- 7) Damage to work or property.

Whenever the District shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefor will be given the

Contractor. After the Contractor, has corrected the enumerated deficiencies, the District will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the District against claims or liens of mechanics, suppliers, materialmen, subcontractors, etc., the District may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the District, indemnifying the District against any loss or expense, and upon acceptance thereof by the District, the District shall release to the Contractor monies so withheld.

WAIVER OF INTEREST

The District shall have no obligation to pay and the Contractor hereby waives the right to recover interest with regard to monies that the District is required to withhold by reason of judgment, order, statute or judicial process, or may withhold pursuant to the provisions of this Contract.

SATISFACTION OF CLAIMS AND LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the District, a complete release of all liens and claims arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or claim could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the District, to indemnify the District against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the District all monies that the latter may be compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorney's fees.

ASSIGNMENT

In accordance with California Public Contract Code section 7103.5, the Contractor hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

AVAILABILITY AND AUDIT OF INFORMATION

1. The District's duly authorized representatives shall have, during the term of the Contract and for two years thereafter, the right to inspect, copy and audit all of the Contractor's and its subcontractors' accounts and records of all description, including but not limited to source documents and computer files, and to interview personnel, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by the Contractor, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes.

2. The Contractor's and its subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract. The Contractor and its subcontractors shall preserve all such accounts and records for a period of two years after the term of the Contract.
3. The Contractor shall include the necessary provisions in its subcontracts to ensure that its subcontractors comply with this provision.
4. The parties acknowledge that this Contract, and performance and payments under this Contract, are subject to examination and audit by the State Auditor General for three years following final payment under this Contract pursuant to California Government Code section 8546.7.

HAZARDOUS MATERIALS

The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to cause cancer or reproductive toxicity." The District may use chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-District-owned facilities and locations. Accordingly, in performing the work or services contemplated under this Contract, Contractor, its employees, agents, and subcontractors may be exposed to chemicals on the Governor's list. Contractor is responsible for notifying its employees, agents, and Subcontractors that work performed hereunder may result in exposures to chemicals on the Governor's list.

WAIVER

The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or matter.

REMEDIES NOT EXCLUSIVE

The remedies provided in this Contract are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Contract shall be without prejudice to the enforcement of any other remedy.

SEVERABILITY

The invalidity, illegality or unenforceability of any provision of the Contract Documents shall not render the other provisions unenforceable, invalid or illegal.

GOVERNING LAW AND VENUE

Except as otherwise required by law, this Contract shall be interpreted, governed by, and construed under the laws of the State of California. The County of El Dorado shall be venue for any litigation concerning the enforcement or construction of this Contract.

NOTICES

Any notice, demand, invoice or other communication required or permitted to be given under this Contract shall be in writing and either served personally or sent by prepaid, first class U.S. Mail and addressed as follows: for the District, either to the General Manager or the District at the addresses set forth in the Invitation to Bid; for the Contractor, at the address set forth in its Bid. Any party may change its address by notifying the other party in writing of the change of address.

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GEOGETOWN DIVIDE PUBLIC UTILITY DISTRICT

2018 Treated Water Line Replacement Project

SPECIAL PROVISIONS

July 11, 2019

SECTION 1 - GENERAL

LIMITATIONS ON SCHEDULING WITHIN THE VARIOUS WORK AREAS

The project consists of the replacing main water lines in two sections of the Auburn Lake Trails subdivision. This project consists of approximately 1500 linear feet of pipe replacement, including replacement of service meter and lateral. In addition to the work listed above, trenching and repaving will be required. Scheduling work activities within these areas are limited as follows:

- The construction hours for the project work activities shall be limited to the hours of 7:00 A.M. to 7:00 P.M. Monday through Friday. No weekend or Holiday work is permitted on this project. Exceptions may be allowed if it can be shown that construction between these times is necessary to prevent safety hazards
- The Contractor may not close the road and must always allow the road to be safely accessible for homeowners and emergency vehicles at all times.
- The Contractor shall provide traffic control when working on Sweetwater Trail.
- The Contractor must notify homeowners by door hanger of construction and an interruption of water service at least 2 weeks prior to starting construction, and again a minimum of 48 hours in advance of construction and an interruption of water service. The door hanger shall include contact information for the contractor and District staff.
- The Contractor shall notify the District a minimum of 48 hours prior to the start of work. Prior to the start of work, the Contractor shall arrange with the District for a pre-project conference at the District office. This conference will include a review of the plans and specifications at the District office together with a field review of each of the work areas, to ensure that all parties are familiar with the entire project.
- Water service may only be suspended for 8 hours.

LIMITATIONS ON ACCESS WITHIN WORK AREAS

The District shall provide access to the job sites. Access may be provided via any combination of State Highways, County asphalt roads, and Private roads. Any damage that may be caused by the Contractor's vehicles and/or equipment within, entering or leaving the District provided access, shall be the responsibility of the Contractor. There are no vehicle, equipment, or material staging areas identified or secured by the District to perform the work. Preferred

vehicular access to each of the work areas is identified in text form within the special provisions or as shown on the construction drawings. The District will not assist or hamper the Contractor from gaining additional access to the various work areas through other routes or for the staging of equipment or materials that may be obtained or negotiated by the Contractor through their own actions. Should the Contractor secure such additional access or secure staging areas, there will be no additional compensation or extension of time, from the District, to perform the work. Any agreements that may be made or negotiated between the Contractor and individual property owner(s) would be between the subject parties and not involve the District in any way. The development of additional roads/trails or pathways, by the Contractor or Subcontractors, will need to be in compliance with all County, State and Federal regulations. All costs associated with the same would be the sole responsibility of the Contractor.

SECTION 2 - Scope of Work

1. The Contractor shall provide all labor, materials, equipment and incidentals required to trench, replace pipe and other miscellaneous work along approximately 1500 (total for both sections) linear feet of existing pipeline. The sections of work are further identified on the plans and/or within these special provisions and specifications. New pavement shall be laid so that it is flush with existing pavement.

Dimensions are approximate only and should not be used in the preparation of a bid proposal. All segments will need to be prepared through trenching and paving as needed.

2. The water supply will not be shut-off or stopped during construction, except for tie-ins coordinated with the District. The Contractor shall be responsible for removing and properly disposing of water, loose soil and rock or organic material within sections of the work area. Special attention is directed to section entitled "**LIMITATIONS ON SCHEDULING WITHIN THE VARIOUS WORK AREAS**" as contained within these special provisions.
3. If any amounts of bone, shell, artifacts or human remains are uncovered during construction, all work shall be stopped within the immediate vicinity and the District notified of the findings. This may require that the District consult with a qualified archaeologist for an on-site evaluation. If bone appears to be human, the El Dorado County Coroner and the Native American Heritage Commission must be contacted.
4. As an element of this project, the Contractor will be responsible for the preparation, monitoring, testing and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall include site specific Best Management Practices (BMPs) to effectively control erosion and sediment. During construction, BMPs for erosion and sediment control shall be implemented by the Contractor where deemed necessary. At a minimum, erosion control measures shall include placement of straw, straw wattles, straw bales, geotextiles and mats, earthen berms, sediment barrier traps or the construction of silt fences to intercept and retain any sediment transported by storm water runoff in all areas disturbed by construction activities.
5. Contractor shall ensure that vehicles and equipment (heavy and hand held) that typically include a spark arrestor are equipped with a spark arrestor in good working condition during the duration of construction. To the extent feasible, areas subject to construction activities

shall be maintained, by the Contractor, free of fire fuel and debris during the course of construction.

6. The construction hours for the project work activities shall be limited to the hours of 7:00 A.M. to 7:00 P.M. Monday through Friday. No weekend or Holiday work is permitted on this project. Exceptions may be allowed if it can be shown that construction between these times is necessary to prevent safety hazards.
7. All vehicles and construction equipment shall be equipped with factory installed muffling devices and all construction equipment shall be maintained in good working order. All stationary construction equipment, such as generators and compressors, shall be located as far away from noise sensitive land uses as feasible.
8. The project work areas are in close proximity of homes and at no time shall dust or any materials be allowed to leave the boundaries of the work area.
9. The Contractor shall have a current California Class "A" Contractors License. The Contractor shall submit five projects within the last two years which include similar types of grading, concrete lining and pipe placement. The information shall include Name of project, size of project, name and phone number of owner and Engineer.
10. After the Contractor has completed the pipe replacement, the District reserves the right to reestablish flow in the pipes to check for any leaks. Should sections of the pipeline leak, within the work area, the Contractor shall make the necessary repairs, to the satisfaction of the District, at no additional cost to the District.
11. The Contractor shall provide adequate sanitation facilities for their employees within each of the work areas during construction. This would include but may not be limited to portable toilets. The Contractor shall provide not less than one (1) facility for every 20 employees of the Contractor. Service, clean and maintain facilities a minimum of weekly.
12. The Contractor is required to meet all applicable OSHA Requirements. Hardhats, safety toed work boots, safety glasses and high visibility safety clothing of the appropriate class are required of workers employed by the Contractor and assigned to field work activities on this project.
13. The work activities are expected to generate minor amounts of waste materials in the form of fragmented pavement, fragmented pipe, and rock together with any pipes that are to be removed and/or replaced as an element of the project. The Contractor shall be responsible for the proper disposal of all waste materials in compliance with any County, State or Federal requirements relating to the same. All costs associated with collection, transport and disposal of waste materials are the responsibility of the contractor.
14. The Contractor may not close the road and must always allow the road to be safely accessible for homeowners and emergency vehicles at all times.
15. The Contractor shall provide traffic control when working on Sweetwater Trail.

16. The Contractor must notify homeowners by door hanger of construction and an interruption of water service at least 2 weeks prior to starting construction, and again a minimum of 48 hours in advance of construction and an interruption of water service. The door hanger shall include contact information for the contractor and District staff.

The Contractor shall notify the District a minimum of 48 hours prior to the start of work. Prior to the start of work, the Contractor shall arrange with the District for a pre-project conference at the District office. This conference will include a review of the plans and specifications at the District office together with a field review of each of the work areas, to ensure that all parties are familiar with the entire project.

SECTION 1 – Kit Fox Court

Restrictions Relating to Work – The pipeline being replaced provides water service to eight homes, and consideration must be taken regarding the amount of time the homeowners will be out of service.

Access - Contractor access to this section of pipe is limited to one access point, which is Kit Fox Court off Sweetwater Trail.

Work Activities - Work within this section includes, but is not limited to trenching, pipe replacement and repaving. Actual work to be dictated by field conditions and as directed by the District. The Contractor is also responsible for any landscape restoration, and removing any deleterious materials, organics, or large obstructions to complete the scope of work.

SECTION 2 – Angel Camp Court

Restrictions Relating to Work – The pipeline being replaced provides water service to 10 homes, and consideration must be taken regarding the amount of time the homeowners will be out of service.

Access - Contractor access to this section of pipe is limited to one access point, which is Kit Fox Court off Cascade Trail.

Work Activities - Work within this section includes, but is not limited to trenching, pipe replacement and repaving. Actual work to be dictated by field conditions and as directed by the District. The Contractor is also responsible for any landscape restoration, and removing any deleterious materials, organics, or large obstructions to complete the scope of work.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
2018 Treated Water Line Replacement Project

SPECIFICATIONS

SECTION 1 – TECHNICAL

Work under this section relates to the replacement of the pipeline. This includes, but is not limited to, surface preparation, reinforcement, installing apparatuses and repaving as specified within the attached documents or as identified on the plans. The standards referenced below will be utilized in this application:

References

Pipe Removal and Abandonment:

- Not Used

Plastic Pipe and Tubing:

- ASTM D1785 PVC Plastic Pipe, Schedules 40, 80 and 120
- ASTM D2241 PVC Pressure Rated Pipe (SDR Series)
- ASTM D2466 PVC Plastic Pipe Fittings, Schedule 40
- ASTM D2564 Solvent Cements for PVC Plastic Pipe and Fittings
- ASTM F402 Practice for Safe Handling of Solvent Cements and Primers Used for Joining Thermoplastic Pipe and Fittings

Valves and Appurtenances:

- Not Used

Pipe Disinfection:

- Not Used

Trenching and Backfill:

- Not Used

Asphalt Concrete Paving:

- Cal Trans Standard Specifications

Earthwork:

- ASTM D1557-70 or California Test No. 216, 231, 217, 301, 302

Asphalt Concrete Paving:

- Cal Trans Standard Specifications

Ductile Iron Pipe and Fittings:

- Not Used

Materials

Pipe Removal and Abandonment:

- A. Equipment and materials shall be selected by Contractor as necessary to achieve desired results for abandonment. Selected equipment and materials are subject to review of Engineer through submittals.
- B. All equipment shall be in good repair and operating order.
- C. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

Plastic Pipe and Tubing:

- A. PVC fittings shall conform to ASTM D17847, and shall be a minimum of Schedule 40.
- B. All fittings shall be restrained. Where specified thrust restraint, and restrained joints shall be made using a bell restraint harness. Restraints shall be wedge style or equal.
- C. For polyethylene pipe 1.5" Diameter it shall have a pressure rating of not less than 200 psi at 23° C and shall be Iron Pipe Size (IPS).

Valves and Appurtenances:

All valve construction, materials, and pressure ratings shall be selected to suit the system in which installed. Pressure rating and manufacturer's name shall be cast on each valve body. Where specified, valves shall be supplied fully packed with Teflon impregnated packing.

Where possible, valves shall be of one manufacturer. Valves shall be furnished full line size unless specifically called out to be of reduced size. Flanges for valves may be raised or plain face. Flanges for valves for water working pressures of 175 psi or less shall be faced and drilled to 125 lb. standard dimensions.

For Gate Valve: 3 inches and larger: non-rising stem, resilient wedge flanged valves with handwheels and shall conform to the requirements of AWWA C509 CLASS C. Buried gate valves 2 inches and larger: non-rising stem, resilient seat valves with 2-inch square operating nut. Valves shall have mechanical joint, hub or flanged ends as required by the nature of the installation and shall conform to the requirements of AWWA C509 Class C. Provide one-piece Schedule 40 galvanized steel pipe extension stems pinned to gate valve stem where operating nut is more than 30" below grade, unless shown otherwise on the Drawings. Manufactures for 3-inches and larger gate valves shall be Mueller, American-Darling Company, M&H Style 4067, or equal. All gate valves shall have a non-rising stem, shall be bronze mounted, shall have a Class 150 pressure rating, and conform to the applicable provisions of AWWA C500.

AVRV's shall incorporate combination valves with bronze or stainless steel trim and shall be rated for at least the pressure rating of the adjacent pipe. See Standard Drawings for box dimensions and positioning. Unless otherwise shown, on other pipe types, provide 1 inch AVR V on line sizes up to 12 inches; 2 inch AVR V on line sizes 14 inches to 18 inches; and 3 inch AVR V on line sizes 20 inches to 30 inches. For line sizes larger than 30 inches, the AVR V size shall be determined by a professional engineer registered in California or as shown on the Plans. Locate AVR V's at all high points of waterlines. Provide AVR V's on constant-slope pipelines on at least 1,000-foot intervals.

- **Air vent enclosures** - Above-grade air vent enclosures for AVR V's shall be composed of a minimum of 3/16-inch thick, 8-inch square tube stock with weld-on steel cap. When assembled and galvanized or coated and installed, the enclosure shall provide at least as much open area as the AVR V outlet pipe. The assembly shall bolt onto AVR V cover lids.

Pipe Disinfection:

Not Used

Trenching and Backfill:

Granular material or granular soil for backfill used above the pipe zone shall be ¾-inch – Class 2 Aggregate Base conforming to Caltrans Standard Specification 26-1.02.

Imported sand used for the pipe base and pipe zone shall be free of clay or organic material and have the following gradation:

Sieve Size	Percent Weight	Passing	By
3/8-INCH	100		
No. 4	90 – 100		
No. 30	12 – 50		
No. 100	5 – 20		
No. 200	0 – 5		

Imported sand shall have a sand equivalent not less than 28 per ASTM D 2419.

Trench zone material shall consist of imported backfill conforming to engineered fill, in accordance with County Standards.

Controlled low-strength material backfill shall consist of Type I or II portland cement, imported sand, and sufficient water for workability, per Caltrans Standard Specification 19-3.03I. The mix shall produce a minimum 28-day strength of 50 PSI. Contractor shall submit a mix design to the Engineer for approval.

Water for compaction shall be clean and free of oil, acids, salts, and other deleterious substances. Water shall be supplied by the Contractor at no additional expense to the Owner. The Contractor shall coordinate with the Engineer for the use of the water shall provide all necessary labor and equipment to extract the water and shall be responsible for the repair of any damage to the existing facilities which can be attributed to this operation.

Concrete Thrust Blocks:

Concrete for thrust blocks shall be Class C, unless otherwise shown in the drawings. Provide thrust blocks at fittings in pipe having rubber gasket bell and spigot or unrestrained mechanical joints as directed by the Engineer. Provide thrust blocks at all tees and elbows 11.25° and greater, or as noted on contract plans and in the general or specific pipe specifications. Size thrust blocks in accordance with GDPUD Standards.

Asphalt Concrete Paving:

Asphalt concrete paving shall conform with Section 39 of the State Specifications and shall be Type A Asphalt Concrete using paving asphalt meeting PG70-10.

Asphalt concrete shall be spread according to the following:

Total Thickness Shown on the Plans*	No. Layers	Top Layer 3/4" Max. Medium Grading Thickness		Next Lower Layer 3/4" Max. Medium Grading Thickness		All Other Lower Layers 3/4" Max. Medium Grading Thickness	
		Min	Max	Min	Max	Min	Max
20 or less	1	---	---	---	---	---	---
25	2	12	13	12	13	---	---
30 through 40	2	15	20	15	20	---	---
45 or more	3	15	20	15	25	15	40

* All thicknesses shown are in hundredths of a foot.

Aggregate base shall be Class 2 aggregate base, 3/4-inch-maximum size per Section 26 of the State Specifications. Aggregate shall contain no detectable asbestos.

Earthwork:

Bedding, Haunching, and Initial Backfill

Unless otherwise specified, this material shall consist of well-graded clean sand or native material with 100 percent passing the No. 4 sieve, and less than 5 percent passing a #200 sieve. The material shall be free from vegetative matter and other deleterious substances. The backfill material shall be able to be compacted readily to form a firm and stable base. The material shall have a minimum Sand Equivalent (SE) of 30 (SE30). Any trench soil or moisture condition that prevents the bedding and haunching material from forming a firm and stable base requires the use of 3/4-inch crushed rock for bedding and haunching and foundation as approved by the Agency. Proposed bedding, haunching, and initial backfill materials shall be submitted to the Agency with sieve analysis and SE test results.

Two-Sack Sand Cement Slurry Backfill

Low-strength concrete slurry backfill shall be a sand aggregate Portland Cement concrete of Type I or Type II Portland Cement per cubic yard of concrete sand and sufficient water added to provide a fluid, workable mix that will flow and can be pumped without separation of materials while being placed. Unless otherwise noted the maximum slump shall be 6 inches, maximum compressive strength 1000 psi and the minimum compressive strength 100 psi.

Ductile Iron Pipe and Fittings:

Pipe shall conform to ANSI A21.50 , ANSI A21.51, ANSI 21.4 as appropriate. Flanged pipe shall be per ANSI A21.15 pressure class 350. The pipe wall thickness for grooved couplings shall be Class 54, and the wall thickness for mechanical joint pipe shall be pressure class 350. The pipe shall have 1/16-inch cement mortar lining and one mil bituminous coating per ANSI A21.4

Flanges shall be ANSI B16.1 Class 125 unless otherwise indicated or required for the installation. Flanges for spool pieces shall be factory installed threaded flanges, cast integrally with the fitting.

Restrained mechanical joints shall be wedge style only, and retainer glands shall be manufactured by EBAA Iron or equal. The Rubber gasket shall adhere to ANSI A21.11 vulcanized natural or vulcanized synthetic rubber. Wedge and wedge assemblies shall be processed through an iron-phosphate spray, rinse and drying in preparation for coating application. The coating itself shall consist of two coats of liquid Xylan, with heat cure following each coat. Casting (rings) shall be surface pre-treated with an iron-phosphate spray, rinse, sealer before drying. The coating shall be electrostatically applied and heat cured. Coating shall be polyester based powder to provide corrosion, impact and UV resistance. The casting coating system shall be EBAA Iron or approved equal.

Flanged gaskets shall be full face, 1/16-inch thick cloth inserted neoprene or metallic packing. Bolts and nuts shall be stainless steel conforming to ASTM F593 and ASTM F594. Grooved fittings shall be made of cast iron conforming to ASTM A48, Class 30A cement lines, Victaulic, Gustin Bacon or equal.

Execution

Pipe Removal and Abandonment:

Existing water pipes shall not be abandoned until the corresponding new water pipes are fully in service. Service outage shall be less than 24 hours. Drain water pipes to be abandoned. Valves shall be removed from the pipeline. Corporation stops shall be removed and the service saddle or threaded tap capped as appropriate. All surface boxes and valve wells must be removed and the excavation backfilled.

Existing water pipes shall not be removed until the corresponding new water pipes are fully in service. Pipe shall be removed and salvaged if requested by the Owner; otherwise, pipe shall be removed and disposed of in accordance with all applicable laws. Backfill pipe removal area with Class II aggregate base

Plastic Pipe and Tubing:

Pipe and fittings shall be of the sizes indicated. Clean pipe interior of all foreign matter before installing. Pipe shall be square cut with fine tooth saw or other cutter or knife designed for use with plastic pipe. Remove burrs by smoothing edges with a knife, file, or sandpaper. Replace any section of pipe found to be defective or damaged with new acceptable pipe. Handle pipe carefully to prevent gouging or scratching. Any length of pipe having a gouge, scratch, or other permanent indentation more than 10 percent of the wall thickness in depth shall be rejected.

The pipe shall be placed firmly in the center of the trench and true to line and grade with no visible change in alignment at any joint, unless the alignment is shown to be curved in the Improvement Plans. On slopes greater than ten percent (10%) the pipe bells shall be pointed up-grade and laying shall proceed up-grade. The pipe joints shall be assembled according to

the manufacturer's recommendations, these Specifications, and as directed by the District Engineer or Inspector, but regardless of the method used the joints shall be watertight. Joint deflection shall not exceed 80% of the manufacturer's recommended values. If it is necessary that a pipe be moved or that the alignment be adjusted after it has been installed, it shall be removed and rejointed as was accomplished in the original installation. Except as required for backfilling, the Contractor shall prohibit walking or working upon the pipe until backfilling of the trench has been completed. The Contractor shall provide temporary bridging over pipe trenches where it is necessary to provide crossings for workmen and equipment, or access roads. The Contractor shall take all necessary precautions to prevent the pipe from floating due to water entering the trench from any source, shall assume full responsibility for any damage and shall, at his own expense, restore and replace the pipe to its specified condition and grade if it is displaced due to flotation. The Contractor shall submit a pipe lay diagram for all plastic pipe and fittings installed in this project.

Clean gaskets and seats of foreign materials prior to joint assembly. Apply lubricant as recommended by the pipe manufacturer. Carefully insert the spigot end into the bell to prevent entry of dirt and incorrect entry angle. With suitable fork tool, crowbar, or by hand, make the joint to the insertion depth recommended by the manufacturer. When the selected pipe uses joints not designed for full depth insertion, prevent further closure of previously completed joints by restraining movement of the installed line while making succeeding joints.

Valves and Appurtenances:

All valves and gates shall be installed in the manner and location shown on the plans in strict accordance with manufacturer's recommendations.

Buried Valves with operating nuts shall be provided with covered valve boxes at grade. Where operating nut would otherwise be more than 30-inches below grade, stem extensions shall be provided to bring operating nut 6 to 12 inches below grade.

Brass Pipe shall conform to ASTM B-43 standards. A listing of approved pipe include: Hallstead, Cambridge-Lee, Federal WW-351, Wolverine or approved equal.

Pipe Disinfection:

Following chlorination, thoroughly flush all treated water from the mains until the replacement water, upon both chemical and biological tests, is proved equal to the water quality at the point of supply. Disposal of chlorinated water is not allowed. Dechlorinate all water prior to disposal as reviewed by the Engineer.

Disinfect the newly installed potable water pipelines by the use of calcium hypochlorite tablets or the slug method in accordance with AWWA C651.

The Tablet Method consists of placing calcium hypochlorite granules and tablets in the water main as it is being installed and filling the water main with potable water when the installation is completed. This method may be used only if the pipes and appurtenances are kept clean and dry during construction. This method cannot be used on solvent-welded plastic or on screwed-joint steel pipe because of the danger of fire or explosion from the reaction of the joint compounds with the calcium hypochlorite.

Position valves so that the strong chlorine solution in the treated main will not flow into water mains in active service. Open and close valves and hydrants while the system is being disinfected. Retain treated water at least 24 hours after which time it shall be tested for residual chlorine. If less than 5 parts per million is indicated, additional chlorine in solution shall be added until disinfection satisfactory to the Engineer is obtained.

Flush and fill the system with clear water when disinfection has been completed and approved by the Engineer. Then flush the clear water into a sewer manhole using an approved backflow prevention device or other approved disposal technique until all foreign material has been removed from the lines.

The District will test the water after refilling the line and, if not found to be of safe bacteriological quality, Contractor will re-chlorinate the line until the quality of the water is proven to be satisfactory.

Where connections are to be made to an existing potable water system, the interior surfaces of all pipe and fittings used in making the connections shall be swabbed or sprayed with a one percent hypochlorite solution before they are installed. Start thorough flushing as soon as the connection is completed continue until all discolored water is eliminated.

Trenching and Backfilling:

Unless otherwise shown in the drawings or otherwise described in the specifications for the particular type of pipe installed, relative compaction in pipe trenches shall be as follows:

- A. Pipe Base: 95% relative compaction.
- B. Pipe Zone: 95% relative compaction.
- C. Backfill in Trench Zone Not Beneath Paving or Aggregate Base Access Roadways: 90% relative compaction.
- D. Backfill in Trench Zone to Street Zone in Paved Areas or Within Limits of Aggregate Base Roadways: 95% relative compaction.
- E. Backfill in Street Zone in Paved Areas or within Limits of Aggregate Base Roadways: 95% of relative compaction.
- F. Refill for Foundation Stabilization: 95% relative compaction.
- G. Refill for Over excavation: 95% relative compaction.

Remove and replace any trenching and backfilling material which does not meet the specifications, at the Contractor's expense.

Cut bituminous and concrete pavements regardless of the thickness and curbs and sidewalks prior to excavation of the trenches with a pavement saw or pavement cutter. Width of the pavement cut shall be at least equal to the required width of the trench at ground surface. Haul pavement and concrete materials from the site. Do not use for trench backfill.

Excavate the trench to the lines and grades shown in the drawings with allowance for pipe thickness, sheeting and shoring if used, and for pipe base or special bedding. If the trench is excavated below the required grade, refill any part of the trench excavated below the grade at no additional cost to the Owner with foundation stabilization material. Place the refilling material over the full width of trench in compacted layers not exceeding 6-inches deep to the established grade with allowance for the pipe base or special bedding. Contractor

During trench excavation, place the excavated material only within the working area. Do not obstruct any roadways or streets. Conform to federal, state, and local codes governing the safe loading of trenches with excavated material. All trenches shall be backfilled at the end of each day's operation. Trench patching with asphalt concrete shall be completed within 24 hours of trench backfill.

Limit the length of open trench to 50 feet in advance of pipelaying or amount of pipe installed in one working day, whichever is greater, and not more than 50 feet in the rear of pipelaying, except as modified by encroachment permit requirements. At the end of each working day, the trench shall be backfilled to match existing surface.

Installing buried pipe:

- A. Backfill per the detailed piping specification for the particular type of pipe and per the following.
- B. Handle pipe in such a manner as to avoid damage to the pipe. Do not drop or dump pipe into trenches under any circumstances.
- C. Inspect each pipe or fitting prior to placing into the trench. Inspect the interior and exterior protective coatings. Patch damaged areas in the field with material recommended by the protective coating manufacturer. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after installation.
- D. If the pipeline is designed for use as reclaimed water, the pipe shall be identified as such in one of the following manners:
- E. Pipelines designated on the construction drawings as "Reclaimed Water" shall be identified as such prior to placement in the trench using one of the following methods:
 1. Furnish and install purple pipe (applicable to PVC pipe only).
 2. Wrap the pipeline with polyethylene wrap, purple in color. Secure circumferentially at intervals not exceeding 2 pipe diameters with duct tape.
 3. Wrap the pipeline with metallic tape, 12-inches minimum width, purple in color labeled "Reclaimed Water". Wrap spirally around the pipe throughout the entire pipe length, with a pitch such that no gap greater than 12-inches exists longitudinally down the pipe. Secure circumferentially at intervals not exceeding 2 pipe diameters with duct tape.

4. Coat each pipe segment with pigmented polyurethane enamel, purple in color. Allow to cure, dry to the touch prior to installation in the pipe trench.
- F. Grade the bottom of the trench to the line and grade to which the pipe is to be laid, with allowance for pipe thickness and bedding depth. Remove hard spots that would prevent a uniform thickness of bedding. Place the specified thickness pipe base material over the full width of trench. Grade the top of the pipe base ahead of the pipe laying to provide firm, continuous, uniform support along the full length of pipe, and compact to the relative compaction specified herein. After laying each section of the pipe, check the grade and alignment and correct any irregularities prior to laying next joint.
 - G. Excavate bell holes at each joint to permit proper assembly and inspection of entire joint. Fill the area excavated for the joints with the bedding material specified or detailed in the drawings.
 - H. When installing pipe, do not deviate more than 1-inch from line or 1/4-inch from grade. Measure elevation at the pipe invert. The Contractor shall verify pipe grade at not more than 80 feet intervals, in the presence of the Owner's Representative.
 - I. After pipe has been bedded, place pipe zone material simultaneously on both sides of the pipe, in maximum 6-inch lifts, keeping the level of backfill the same on each side. Carefully place the material around the pipe so that the pipe barrel is completely supported and that no voids or compacted areas are left beneath the pipe. Use particular care in placing material on the underside of pipe to prevent lateral movement during subsequent backfilling.
 - J. For pipe sizes greater than 12-inches in diameter, no more backfill material than the lesser of 6-inches or 1/3rd of the pipe diameter shall be placed prior to shovel slicing. Sufficient care shall be taken to prevent movement of the pipe during shovel slicing. Shovel slicing shall be witnessed by the Field Inspector and/or Geotechnical Engineer.
 - K. Compact each lift to the relative compaction specified herein.
 - L. Push the backfill material carefully onto the backfill previously placed in the pipe zone. Do not permit free fall of the material until at least 2 feet of cover is provided over the top of the pipe. Do not drop sharp, heavy pieces of material directly onto the pipe or the tamped material around the pie. Do not operate heavy equipment over the pipe until at least 3 feet of backfill has been placed and compacted over the pipe.
 - M. When pipelaying is not in progress, including the noon hours, close the open ends of pipe. Do not allow trench water, animals, or foreign material to enter the pipe.

- N. Remove and dispose of all water entering the trench during the process of pipelaying. Keep the trench dry until the pipelaying and jointing are completed.

Backfill Compaction:

Compact per the detailed piping specification for the particular type of pipe and per the following:

- A. Compact trench backfill to the specified relative compaction. Compact by using mechanical compaction or hand tamping. Do not use high impact hammer-type equipment except where the pipe manufacturer warrants in writing that such use will not damage the pipe. Ponding or jetting is not allowed.
- B. Compact material placed within 12-inches of the outer surface of the pipe by hand tamping only.
- C. Do not use any axle-driven or tractor-drawn compaction equipment within 5 feet of building walls, foundations, or other structures

Cement Slurry Backfill:

When cement slurry backfill is utilized, pipe shall be supported by mounding imported backfill material or sandbags filled with imported backfill material. Pipe shall not be supported on wooden or concrete blocks.

Asphalt Concrete Paving:

Removal of Pavement:

- A. Initially cut asphalt concrete pavement with pneumatic pavement cutter or other equipment at the limits of the excavation and remove the pavement. After backfilling the excavation, saw cut asphalt concrete pavement to the full depth of pavement at a point not less than 9 inches outside the limits of the excavation or the previous pavement cut, whichever is greater, and remove the additional pavement.
- B. Saw cut concrete pavement, including cross gutters, curbs and gutters, sidewalks, and driveways, to the full depth of pavement at a point 1 foot beyond the edge of the excavation and remove the pavement.

The concrete pavement may initially be cut at the limits of the excavation by other methods prior to removal and the saw cut made after backfilling the excavation. If the saw cut falls within 3 feet of a concrete joint or pavement edge, remove the concrete to the joint or edge.

- C. Make arrangements for and dispose of the removed pavement.

- D. Final pavement saw cuts shall be straight along both sides of trenches, parallel to the pipeline alignment, and provide clean, solid, vertical faces free from loose material. Saw cut and remove damaged or disturbed adjoining pavement. Saw cuts shall be parallel to the pipeline alignment or the roadway centerline or perpendicular to same.

Pavement Replacement:

The pavement replacement shall be as follows:

Existing Pavement Sections		
Name of Streets	A.C. Pave (inches)	Aggregate Base (inches)
All Streets	4 inches or match existing, whichever is greater	16

Producing, hauling, placing, compacting, and finishing of asphalt concrete shall conform to Section 39 of the State Specifications. Apply seal coat to all paving except open asphalt concrete.

Where new paving joins existing paving, saw cut the existing surfaces 12 inches back from the joint line full depth. Dispose of waste material offsite. Tack prior to placing the asphalt concrete. Meet lines shall be straight and the edges vertical. Paint the edges of meet line cuts with liquid asphalt or emulsified asphalt prior to placing asphalt concrete. After placing the asphalt concrete, seal the meet line by painting with a liquid asphalt or emulsified asphalt and then immediately cover with clean, dry sand.

Preparing Subgrade:

- A. Scarify subgrade to a depth of 12-inches below finished subgrade elevation and compact to 95% minimum relative compaction. Shape subgrade to line, grade, and cross section shown in the drawings. The subgrade shall be considered to extend over the full width of the base course.
- B. The finished subgrade shall be within a tolerance of 0.05 of a foot of the grade and cross section shown and shall be smooth and free from irregularities and at the specified relative compaction.

Placing and Compacting AB:

Place aggregate base course to a minimum thickness as specified for the roadway. Compact to 95% relative compaction. Install in accordance with Section 26 of the State Specifications. Compaction and rolling shall begin at the outer edges of the surfacing and continue toward the center. Apply water uniformly throughout the material to provide moisture for obtaining the specified compaction. Compact each layer to the specified relative compaction before placing the next layer.

Earthwork:

Trench Excavation

Trench excavation shall include the removal of all materials or obstructions of any nature (except as otherwise specified), the installation and removal of all sheeting and bracing, and the control of water necessary to construct the work as shown. Unless otherwise indicated on the Drawings or permitted by the Agency, excavation shall be open cut. Trenching machines may be used except where their use will result in damage to existing facilities or where hand trenching is required to prevent damage to trees, tree roots, or other utilities. All paving shall be saw cut or ground to a neat line. All loose, lifted, or cracked paving shall be removed to sound material and to a neat line as directed by the Agency.

Trench Width

Minimum trench width at the top of the pipe is detailed in the Standard Drawings. If for any reason, the trench is more than 8 inches greater than the minimum width, the Contractor shall provide, at his own expense, stronger pipe or corrected bedding conditions as approved by the Agency to meet the load requirements of the changed conditions at the Contractor's expense. Trenches shall meet OSHA requirements.

Trench Compaction

The initial backfill shall be placed immediately after the pipe joints have been completed and inspected. The initial backfill shall be carefully placed without disturbing and/or damaging the pipe and/or joints, and shall be brought up evenly on both sides of the pipe. The initial backfill shall be manually compacted to a relative compaction of 90 percent using care to not damage the pipe or joints. "Manually compacted" does not exclude careful use of hand-controlled, power-operated equipment such as air tampers, vibrating tampers, or other hand controlled tools. Compaction by jetting will not be allowed unless approved in writing by the Agency. At completion of compaction beneath the pipe haunches, backfill can continue in eight-inch maximum depth loose lifts compacted by means that provide specified compaction without damaging the pipe or joints.

The backfill material shall be moisture-conditioned to within 2 percent of optimum. Lift thickness can be increased with prior written approval of the Agency and the road controlling agency. The Agency and the road controlling agency shall determine the location and depth of all compaction tests. If a test fails, the area 15 feet on either side of the test shall be re-worked and re-tested to the satisfaction of the Agency and/or road-controlling agency until passing tests are achieved. An additional test will be performed 50 feet on either side of the initial failing test. The entire area between adjacent failing tests shall be re-worked and re-tested until passing tests are achieved.

Trench Dams

Trench Dams (cutoff collar) shall be two-sack sand-cement slurry or material from excavation or imported material consisting of earth with particle sizes consisting of silts, clayey sands, or clays, and free from frozen material debris, vegetation, cinders, ashes and other organic materials. The nominal maximum particle size diameter for cutoff shall be 0.75 -inch and

smaller, with 100 percent passing a 3/4-inch sieve, a minimum of 20 percent passing a #200 sieve, and a minimum plasticity index of 20, per ASTM D4318.

Control of Water

Contractor shall control ground- and surface water to ensure the trench bottom has no standing water during backfill and compaction operations.

Trench Bedding, Haunching, and Backfill

Pipe shall be bedded and backfilled uniformly throughout its length. The specified bedding shall be compacted to a minimum 6-inch thickness below bells, couplings, and joints before placing the pipe. The bedding shall be compacted and leveled to give a uniform surface for laying the pipe.

Pipe shall not bear on bells, couplings, or joints. The trench shall be excavated at these locations as necessary. No permanent wedging and/or blocking of pipe shall be permitted. Care shall be taken not to compact the material beneath the bells, couplings, or joints until the pipe is in its final position.

Testing

Pressure Testing: Shall be in accordance with Section 01667 and 15010. Field Inspection for Plastic Pipe and Fittings: Installed pipe shall be tested to ensure that vertical deflections for plastic pipe do not exceed the maximum allowable deflection. All SDR 26 and 35 PVC Sewer Pipe shall be mandrel tested by the Contractor as outlined below. All C900 PVC pipe may be measured by the Engineer for over deflection above 3%. Maximum allowable deflections for SDR 26 and 35 pipe shall be governed by the mandrel requirements stated herein and shall nominally be the percentage listed of the maximum average ID.

Nominal Pipe Size	Percentage
Up to and including 12-inch	5.0
Over 12-inch to and including 30-inch	4.0
Over 30-inch	3.0

1. The maximum average ID shall be equal to the average OD per applicable ASTM Standard minus two minimum wall thicknesses per applicable ASTM Standards. Manufacturing and other tolerances shall not be considered for determining maximum allowable deflections.
2. Deflection tests shall be performed not sooner than 30 days after completion of placement and densification of backfill. The pipe shall be cleaned and inspected for offsets and obstructions prior to testing.
3. For all pipes less than 24-inch ID, a rigid mandrel shall be pulled through the pipe by hand to ensure that maximum allowable deflections have not been exceeded. Prior to use, the mandrel shall be certified by the Engineer. Use of an uncertified mandrel or mandrel altered or modified after

certification will invalidate the test. If the mandrel fails to pass, the pipe will be deemed to be over deflected.

4. Unless otherwise permitted by the Engineer any over deflected pipe shall be uncovered and, if not damaged, reinstalled. Damaged pipe shall not be reinstalled and shall be removed from the Work site. Any pipe subjected to any method or process other than removal, which attempts, even successfully, to reduce or cure any over deflection, shall be uncovered, removed from the Work site and replaced with new pipe.
5. The mandrel shall:
 - a. Be rigid, non-adjustable, odd-numbering-leg (9 legs minimum) mandrel having an effective length not less than its nominal diameter.
 - b. Have a minimum diameter at any point along the full length as follows:
 - c. Be fabricated of steel, be fitted with pulling rings at each end, be stamped or engraved on some segment other than a runner indicating the pipe material specification, nominal size and mandrel OD, (e.g., PVC D 3034-8"-7.524"); and be furnished in a suitable carrying case labeled with the same data as stamped or engraved on the mandrel.

Pipe Material	Nominal Size (inches)	Minimum Mandrel Diameter * (inches)
PVC-ASTM D 3033 (SDR 35)	6	5.619
	8	7.309
	10	9.137
	12	10.963
	15	13.849
PVC-ASTM F 679 (T-1 Wall)	18	16.924
	21	19.952
	24	22.446
	27	25.297
	30	28.502
	36	35.03
* Mandrel diameters of SDR 26 pipe shall be based on 4% deflection of the average inside diameter. For intermediate pipe sizes, Contractor shall use the more conservative mandrel diameter.		

6. All costs incurred by the Contractor attributable to mandrel and deflection testing, including any delays, shall be borne by the Contractor at no cost to the Owner.

Pipe Disinfection:

Furnish personnel, materials, bulkheads, test plugs, restraints, anchors, temporary connections, pumps, pressure gauges, and other equipment needed to perform disinfection. Use potable water for disinfection of pipelines. Coordinate with District Manager for specific points to draw water from. Water for testing may be taken from the nearest blow-off, fire hydrant or other approved source. Supply and install all pipe, fittings, valves, couplings, and other materials needed to fill the test lines with water. Care shall be taken not to contaminate the existing system. Supply pipe connection and all necessary apparatus and equipment needed for the test. Disinfect all portions of the pipe that have been installed as part of this Contract and installed by others to be included within the finished pipeline. Disinfect all new pipe sections prior to making final connection to existing active operating piping.

Ductile Iron Pipe and Fittings:

Installation

- A. Bell and Spigot Ductile Iron Pipe. Where bell and spigot joints are used for joining ductile iron pipe, the joints shall be made using rubber rings, US "Tyton", Clow "Super Bell Tite" joint, or equal. Gasket seat, gasket, and spigot shall be thoroughly cleaned before assembly of joint. The entire procedure shall be in strict accordance with manufacturer's recommendations.
- B. Mechanical Joint Ductile Iron Pipe. Mechanical joints in ductile iron pipe shall be made as follows: Gland shall be placed on spigot end of pipe with lip extension toward the joint. The rubber gasket shall then be slipped on the pipe with its thick edge toward the gland. The gasket and joint surfaces shall then be thoroughly wetted using a soapy solution made with vegetable soap or similar soap as recommended by the manufacturer. The spigot end of the pipe shall then be inserted to full depth of the mechanical joint socket and the gasket pressed firmly into place in the bell in order to obtain an even "set" all around the joint. The gland shall then be moved into place, the bolts inserted, and the nuts taken up tightly with fingers. The nuts shall then be tightened gradually by wrench a half turn at a time, moving wrench from one nut to another repeating until all nuts are uniformly tight. Final tightness shall be with a torque wrench as follows: three quarter inch bolts 60 to 90 pounds torque, half inch bolts 10 to 30 pounds torque.
- C. Flanged Pipe. Flanged joints shall be made up square, with even pressure on the gaskets, and shall be watertight.
- D. Grooved Coupling: Grooved couplings shall be prepared or painted as necessary to obtain a leak free seal.
- E. The Contractor shall submit a pipe lay diagram for all ductile iron pipe and fittings installed in this project.

Protection of Existing Water Services

Existing services will be replaced with proposed services but must be protected in place during the first phase of construction as to not interrupt service to the houses for an extended period of time. Once the new service connections have been established the existing water services may be abandoned or removed.

SECTION 2 - Submittals

Prior to the start of work, the Contractor shall provide a separate submittal for each item identified below.

- a. Water Pollution Control Plan
- b. Health and Safety Plan
- c. Fire Safety Plan.
- d. Work Schedule
- e. Pipe layout

SECTION 3 - Quality Assurance

The Contractor shall certify in writing that foremen and workers on-site are experienced and knowledgeable in all elements of the work identified within this project.

SECTION 4 - Delivery, Storage, and Handling

The Contractor shall deliver materials as follows:

The delivery of all construction related materials associated with the gunite process shall be in original labeled, unopened, moisture-proof bags. Welded wire, used in the reinforcement, shall have original labels.

The PVC pipe shall be shipped, handled and placed in a way that prevents bruising, bending, denting, scaling or breaking of the galvanized surface of any portion of the pipe.

The storage of materials shall be as follows:

Areas adjacent to the project site are not suitable for the storage of construction materials. It shall be the responsibility of the Contractor to find a suitable area for the storage of materials.

SECTION 5 – Safety

The Contractor shall comply with all Federal, State, and Local applicable safety regulations and requirements.

SECTION 6 – Warranty

The District will prepare a schedule for remedial work completion, to be no more than thirty (30) calendar days after the submittal of the inspection report to the Contractor. Upon failure of the Contractor to commence remedial work within ten calendar days after the starting date established by the District, the District may at its option, retain another Contractor to perform the remedial work. The Contractor shall be liable for actual cost of all such remedial work plus a 20 percent District administrative cost.

SECTION 7– Quality Control

All work shall be performed in a neat and orderly fashion and to the satisfaction of the District.

SECTION 8 – Intentionally Omitted.

SECTION 9 – Public Outreach

The Contractor shall provide labor for door hanging. The District will provide the Contractor with a mailing list.

Contractor shall distribute door tag notices to affected properties no later than two (2) weeks prior to pipeline installment. Door tags shall include the following:

1. Description of work to be performed;
2. Estimated date, or dates, and time when work is to be performed;
3. Owner, resident, or tenant requirements to allow Contractor access;
4. Project Public Outreach Coordinator Contact Information.

SECTION 10 - Clean-Up

During the construction of the project improvements the Contractor shall keep the work areas neat and orderly. As a minimum, each individual pipeline replacement section, where work is being performed, shall be cleaned at the end of each working day. If the District determines that added cleanup is necessary, the Contractor shall comply with the District's directive at no additional cost to the District. Adequate cleanup will be a condition for recommendation of progress payments. The Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish. Wastes shall not be buried or burned on the site or disposed of in any streams or waterways. Final cleanup shall be performed by the Contractor once work on a section of the ditch is complete. All clean-up shall be to the satisfaction of the District.

Upon completion of the work, the Contractor shall make a detailed inspection of all work.

SECTION 11 - Measurement and Payment

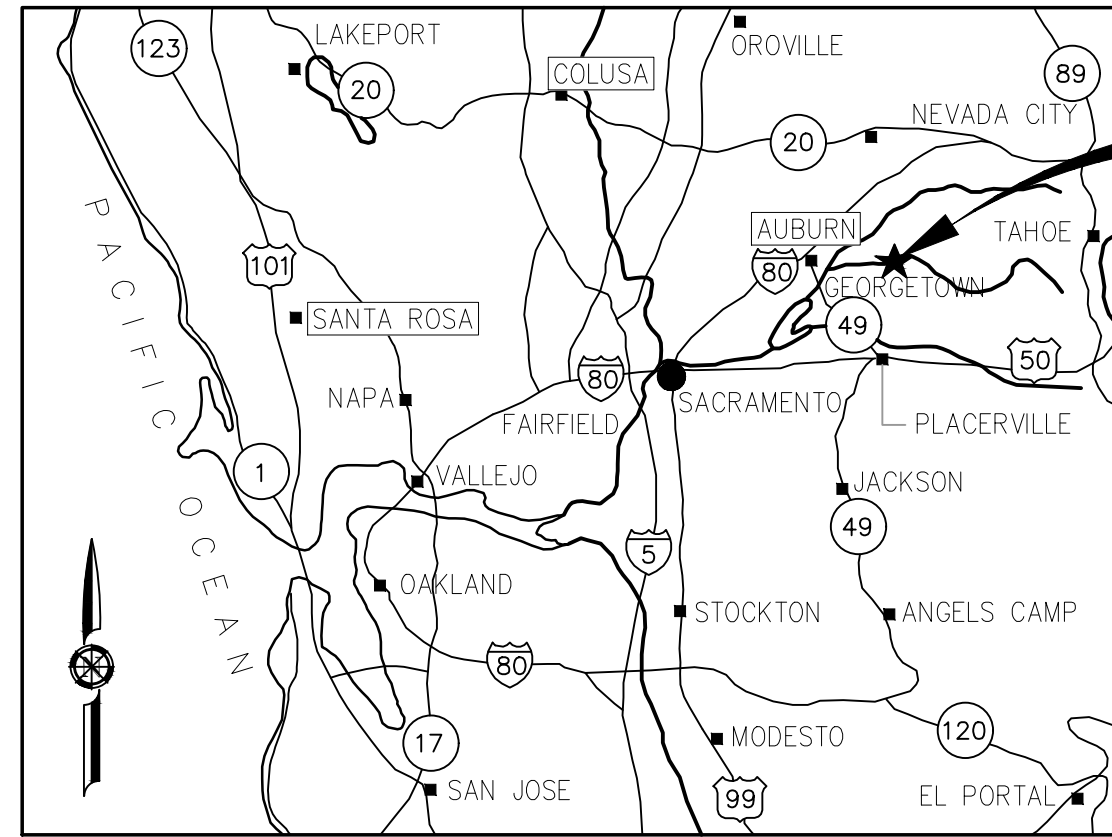
Pipe will be measured by the linear foot and paid at the contract unit price as identified on the Bid Schedule for the specified section of work. All materials is to be used as shown on the plans or as directed by the District. This will include, but not be limited to the ditch shaping and preparation, wire reinforcement, removal of rock clusters, working around and protecting services or crossings, elevating sections of ditch bank, removal of tree stumps, special preparation and placement around waste gates and pipes. This shall include all labor, materials, equipment and incidentals necessary to complete this item of work.

There shall be no additional compensation to the Contractor for delays, dewatering or added work associated with the District halting and resuming the flow of water in this section of ditch as needed to meet the demands of the ALT Treatment Plant

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GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

2018 TREATED WATER LINE REPLACEMENT



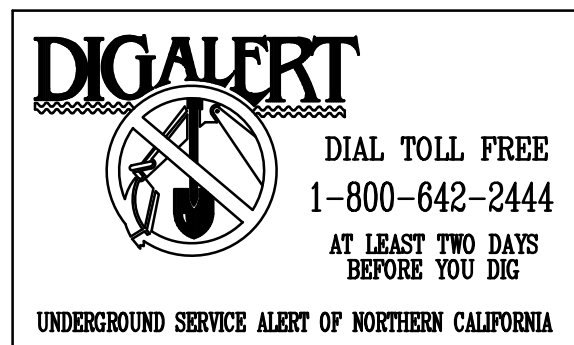
LOCATION MAP
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PROJECT AREA
NTS

SHEET LIST TABLE		
SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
1	G-1	TITLE SHEET
2	G-2	SITE OVERVIEW
3	C-1	SECTION 1 KIT FOX COURT
4	C-2	SECTION 2 ANGEL CAMP COURT
5	C-3	DETAILS 1
6	C-4	DETAILS 2

UTILITY REPRESENTATIVES			
CONTACT	UTILITY	COMPANY	PHONE
DARRELL CREEKS, OPERATIONS MANAGER	GEORGETOWN PUBLIC UTILITY DISTRICT	GDPUD	530-333-4356
STEVE PALMER, GENERAL MANAGER	GEORGETOWN PUBLIC UTILITY DISTRICT	GDPUD	530-333-4356
SUZY SMITH	ELECTRIC	PG&E	530-889-3297
CAROL PRINCE	COMMUNICATIONS	AT&T	906-409-1384
STEVE ABELIA	COMMUNICATIONS	COMCAST	916-830-6757



APPROVED FOR CONSTRUCTION	
APPROVAL RECOMMENDED BY:	DATE
STEVEN PALMER GENERAL MANAGER GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT	
APPROVALS ARE GOOD FOR 12 MONTHS FROM DATE OF SIGNATURE	

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

NO.	REVISIONS	BY	DATE

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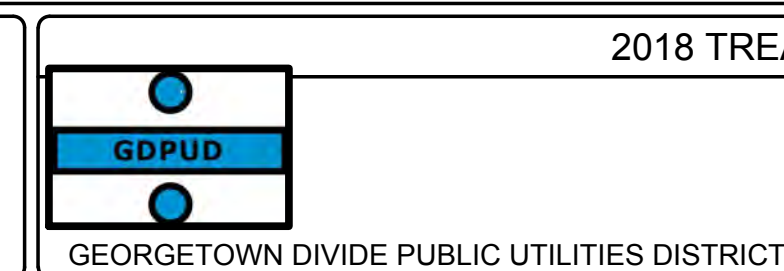
DESIGN BY:	D. HARDEN
DRAWN BY:	C. SAHAGUN
CHECKED BY:	G. RODELL
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DATE:	4/10/2019
PROJ NO.:	18112

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Roseville, California 95661
T 916.783.4100
F 916.783.4110



2018 TREATED WATER LINE REPLACEMENT
TITLE SHEET
CALIFORNIA

G-1
1
OF
6

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GENERAL NOTES:

1. ALL WORK SHALL BE PERFORMED TO THE SATISFACTION OF THE GENERAL MANAGER OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT (GDPUD) OR HIS AUTHORIZED REPRESENTATIVE.
2. ALL REFERENCES TO GDPUD SHALL MEAN THE GENERAL MANAGER OF THE DISTRICT OR HIS AUTHORIZED REPRESENTATIVE.
3. WORK ACTIVITIES ASSOCIATED WITH THIS PROJECT HAVE SPECIAL LIMITATIONS RELATING TO THE SCHEDULING OF WORK AND ACCESS TO THE VARIOUS WORK AREAS. YOUR ATTENTION IS DIRECTED TO THE PROJECT SPECIFICATIONS FOR A SUMMARY OF THESE LIMITATIONS.
4. THE TYPES, SIZES, LOCATIONS, STATIONING, AND/OR DEPTHS OF THE EXISTING FACILITIES ALONG THE PIPELINE, AND IDENTIFIED ON THESE PLANS, ARE APPROXIMATE ONLY. THERE MAY BE OTHER EXISTING FACILITIES OR UNDERGROUND UTILITIES NOT SHOWN ON THE PLANS. ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL EXISTING CONDITIONS, DISCOVERED BY THE CONTRACTOR DURING THE COURSE OF WORK, SHALL BE PROTECTED AND REPORTED TO THE DISTRICT AND DESIGN ENGINEER IMMEDIATELY.
5. THE WORK ACTIVITIES ASSOCIATED WITH THIS PROJECT ARE NOT EXPECTED TO REQUIRE CONSTRUCTION STAKING. SHOULD THE CONTRACTOR NEED CONSTRUCTION STAKING OR ADDITIONAL DIRECTION, THEY SHALL NOTIFY THE DISTRICT PRIOR TO COMMENCEMENT OF SAID STAKING.
6. ALL PHASES OF CONSTRUCTION ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE DISTRICT OR ITS AUTHORIZED REPRESENTATIVE PRIOR TO PROCEEDING WITH SUBSEQUENT PHASES. ANY IMPROVEMENTS CONSTRUCTED WITHOUT INSPECTION OR CONTRARY TO THE INSTRUCTIONS OF THE DISTRICT WILL NOT BE ACCEPTED.
7. THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROTECTION OF PROPERTY, THAT THIS REQUIREMENT SHALL BE CONTINUOUS AND NOT LIMITED TO NORMAL WORKING HOURS.
8. CONTRACTOR SHALL PLAN THEIR WORK AND PROVIDE AND MAINTAIN, AT THE EXPENSE OF THE CONTRACTOR, A MEANS OF INGRESS AND EGRESS FOR ALL PROPERTY OWNERS ALONG ANY SECTION OF THE PROJECT WHERE PRIVATE OR PUBLIC ROADS EXIST.
9. THE PROJECT WORK AREAS ARE IN CLOSE PROXIMITY OF HOMES AND AT NO TIME SHALL DUST OR ANY OF THE MATERIALS BE ALLOWED TO LEAVE THE BOUNDARIES OF THE WORK AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING CONSTRUCTION. ANY PERMITS OR PLANS, THAT MAY BE REQUIRED BY THE COUNTY, DURING THE COURSE OF THIS WORK, ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. IF ANY AMOUNTS OF BONE, SHELL, ARTIFACTS OR HUMAN REMAINS ARE UNCOVERED DURING CONSTRUCTION, ALL WORK SHALL BE STOPPED WITHIN THE IMMEDIATE VICINITY AND THE DISTRICT SHALL BE NOTIFIED OF ANY FINDINGS. THIS MAY REQUIRE THAT THE DISTRICT CONSULT WITH A QUALIFIED ARCHEOLOGIST FOR AN ON-SITE EVALUATION. IF THE BONE APPEARS TO BE HUMAN, THE EL DORADO COUNTY CORONER AND THE NATIVE AMERICAN HERITAGE COMMISSION MUST BE CONTACTED.
11. CONSTRUCTION HOURS FOR THE PROJECT WORK ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 7:00 PM MONDAY THROUGH FRIDAY. NO WEEKEND OR HOLIDAY WORK IS PERMITTED ON THIS PROJECT. EXCEPTIONS MAY BE ALLOWED IF IT CAN BE SHOWN THAT CONSTRUCTION OTHER THAN THESE TIMES IS NECESSARY TO MEET CONSTRUCTION DEADLINES OR TO PREVENT SAFETY HAZARDS.
12. THE CONTRACTOR SHALL PROVIDE ADEQUATE SANITATION FACILITIES FOR THEIR EMPLOYEES WITHIN EACH OF THE WORK AREAS DURING CONSTRUCTION. THIS WOULD INCLUDE BUT NOT BE LIMITED TO PORTABLE TOILETS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL WASH WATER DEBRIS FROM THE WASHOUT LOCATION(S) AT THE END OF THE PROJECT, AT THE CONTRACTORS EXPENSE. NO WASH WATER OR LEFTOVER CONCRETE SHALL BE SPOILED ON SITE OR NEARBY WATER WAYS.
14. WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF WORK, DETAILS SHALL BE THE SAME FOR OTHER SIMILAR WORK.
15. THE CONTRACTOR SHALL NOTIFY THE DISTRICT A MINIMUM OF 48 HOURS PRIOR TO THE START OF WORK. PRIOR TO THE START OF WORK, THE CONTRACTOR SHALL ARRANGE WITH THE DISTRICT FOR A PRE-PROJECT CONFERENCE AT THE DISTRICT OFFICE. THIS CONFERENCE WILL INCLUDE A REVIEW OF THE PLANS AND SPECIFICATIONS AT THE DISTRICT OFFICE WITH A FIELD REVIEW OF EACH OF THE WORK AREAS TO ENSURE THAT ALL PARTIES ARE FAMILIAR WITH THE ENTIRE PROJECT.
16. UPON JOB COMPLETION, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE INFORMATION TO THE DISTRICT REGARDING ANY MATERIAL CHANGES MADE DURING CONSTRUCTION AS WELL AS ANY OTHER INFORMATION WHICH IS REQUIRED TO BE SHOWN ON THE RECORD DRAWINGS BY THE DISTRICT, OTHER UTILITY COMPANIES OR OTHER RESPONSIBLE AGENCIES.
17. CONTRACTOR SHALL IDENTIFY SIZE, TYPE AND EXACT LOCATION OF ALL EXISTING UTILITIES.

ABBREVIATIONS:

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
APN	ASSESSOR'S PARCEL NUMBER
AVRV	AIR VACUUM RELEASE VALVE
AWWA	AMERICAN WATER WORKS ASSOCIATION
CL	CLASS
CT	COURT
CONC	CONCRETE
DI	DUCTILE IRON
DIP	DUCTILE IRON PIPE
GDPUD	GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT
MAX	MAXIMUM
MIN	MINIMUM
OD	OUTSIDE DIAMETER
PVC	POLYVINYL CHLORIDE
SCH	SCHEDULE

LEGEND:

AIR VACUUM RELEASE VALVE	▼
BLOW OFF	— —
HYDRANT	⊕
GATE VALVE	⊕
SERVICE BOX	⊕
TRENCH DAM	— —
UTILITY POLES	⊕
EXISTING WATER LINE	— —
PARCEL LINE	— —
PROPOSED WATER LINE	— —



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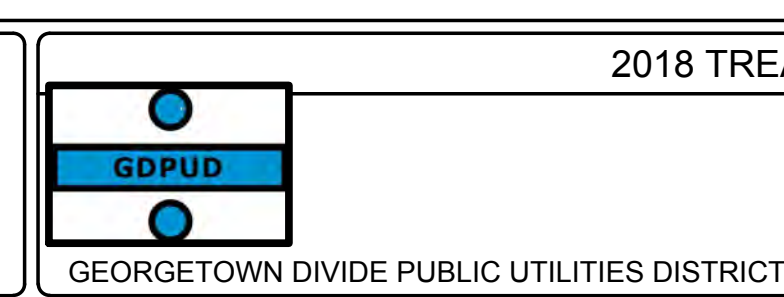
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DRAWN BY :	C. SAHAGUN
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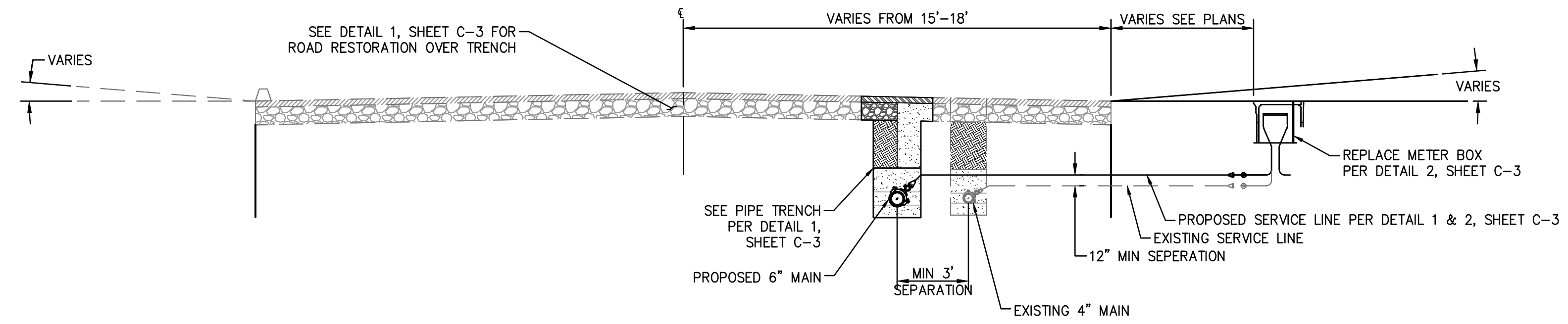


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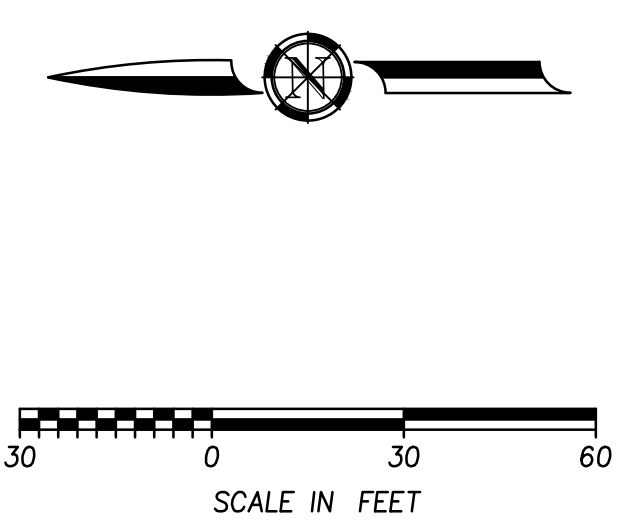


2018 TREATED WATER LINE REPLACEMENT
SITE OVERVIEW
 CALIFORNIA

G-2
 2 OF 6



TYPICAL TRENCH SECTION

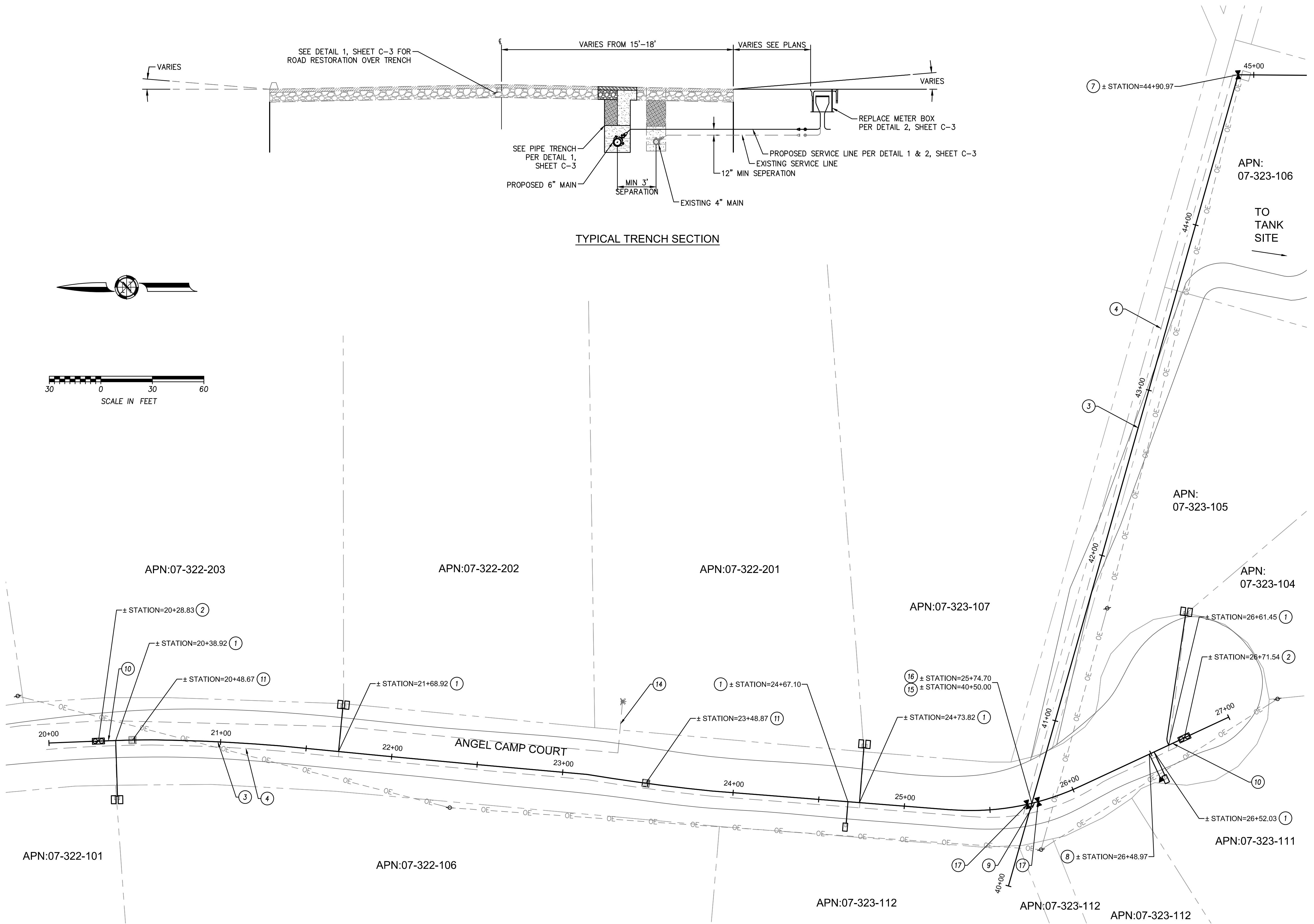
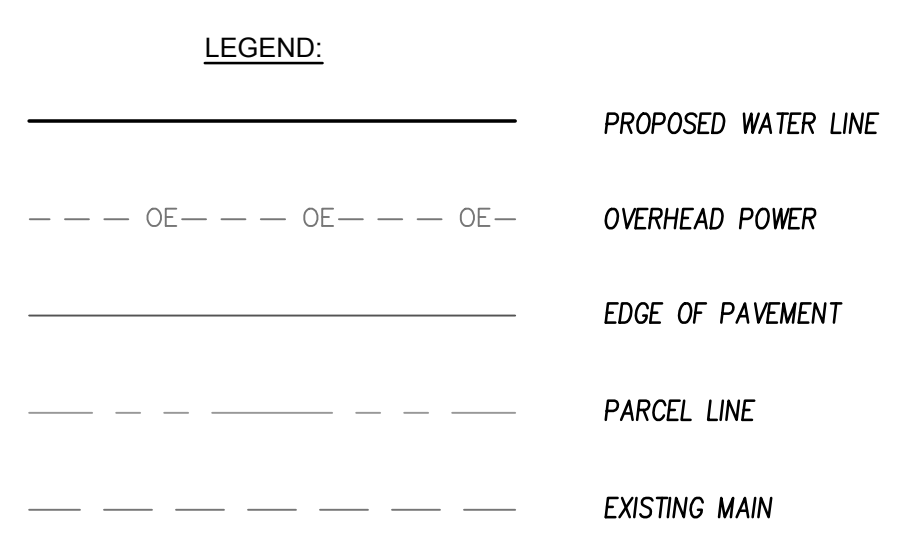


CONSTRUCTION NOTES

- 1 INSTALL SERVICES AND REPLACE METER SETTERS AND METER BOXES PER DETAIL 2, SHEET C-3 AFTER INSTALLATION OF NEW WATER SERVICE LINE
- 2 INSTALL 2" COLD CLIMATE BLOW OFF ASSEMBLY PER DETAIL 10, SHEET C-4
- 3 INSTALL 6" PVC C-900 (DR-18) PIPE PER DETAIL 1, SHEET C-3
- 4 EXISTING 4" PVC PIPE TO BE REMOVED OR PLUGGED AND ABANDONED IN PLACE AFTER FINAL TIE IN OF NEW WATER MAIN
- 5 EXISTING HYDRANT AND LATERAL TO BE REMOVED, INSTALL NEW HYDRANT, HYDRANT RUN AND VALVE PER DETAIL 7, SHEET C-3
- 6 CUT IN TEE TO EXISTING MAIN ALONG SWEETWATER TRAIL PER DETAIL 7, SHEET C-3
- 7 TIE-IN TO EXISTING PUMP STATION PIPING
- 8 INSTALL 1" AVRV PER DETAIL 9, SHEET C-4 CONTRACTOR TO IDENTIFY AND INSTALL AT HIGH POINT OF WATER LINE
- 9 INSTALL 6" X 11.25" RESTRAINED DI ELBOW
- 10 END 6" WATER MAIN
- 11 INSTALL MINIMUM 4' LONG X 4' WIDE X 5' DEEP 2 SACK SLURRY TRENCH DAM, TRENCH DAM SHALL KEY 12" INTO THE TRENCH WALLS AND BOTTOM
- 12 INSTALL 2" SCH 40 NIPPLE WITH CAP ON PRIVATE SIDE OF METER SETTER FOR FUTURE DEVELOPMENT
- 13 INSTALL 6" X 22.5" RESTRAINED DI ELBOW
- 14 PROTECT IN PLACE EXISTING HYDRANT, LATERAL AND FEED MAIN
- 15 INSTALL 6" X 45" RESTRAINED DUCTILE IRON ELBOW
- 16 INSTALL 6" FLANGED DUCTILE IRON TEE
- 17 INSTALL FLANGED GATE VALVE PER DETAIL 5 ON SHEET C-3

GENERAL NOTES

- 1 MINIMUM HORIZONTAL SEPARATION BETWEEN THE EXISTING MAIN AND PROPOSED MAIN SHALL BE 3' CENTER LINE OF PIPE TO CENTER LINE OF PIPE
- 2 MINIMUM VERTICAL SEPARATION BETWEEN ALL PIPES SHALL BE 12"
- 3 THE CONTRACTOR SHALL CONTACT GPDUD A MINIMUM OF 2 DAYS IN ADVANCE OF REPLACING METER SETTERS SO THE DISTRICT MAY REMOVE THEIR METERS
- 4 END OF LINE BLOW OFFS (INCLUDING TEMPORARY BLOW OFFS) AND HYDRANT BURYS SHALL HAVE A THRUST BLOCK AS WELL AS FULL RESTRAINED LENGTH THE MINIMUM RESTRAINED LENGTH FROM ANY FITTING SHALL BE 18' IN ALL DIRECTIONS AND 54' FROM BLOW OFFS (INCLUDING TEMPORARY BLOWOFFS)
- 5 THE CONTRACTOR SHALL REPLACE AND RECONNECT ALL METER SETTERS ON THE DISTRICTS SIDE AS WELL AS THE HOMEOWNERS SIDE
- 6 EXISTING WATER SERVICE TO BE REMOVED OR ABANDONED IN PLACE AFTER CONNECTION OF NEW WATER SERVICE
- 7 CONTRACTOR SHALL IDENTIFY SIZE, TYPE AND EXACT LOCATIONS OF ALL EXISTING UTILITIES



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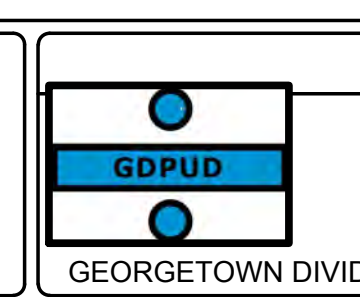
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DRAWN BY :	C. SAHAGUN
CHECKED BY :	G. RODELL
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DATE :	4/10/2019
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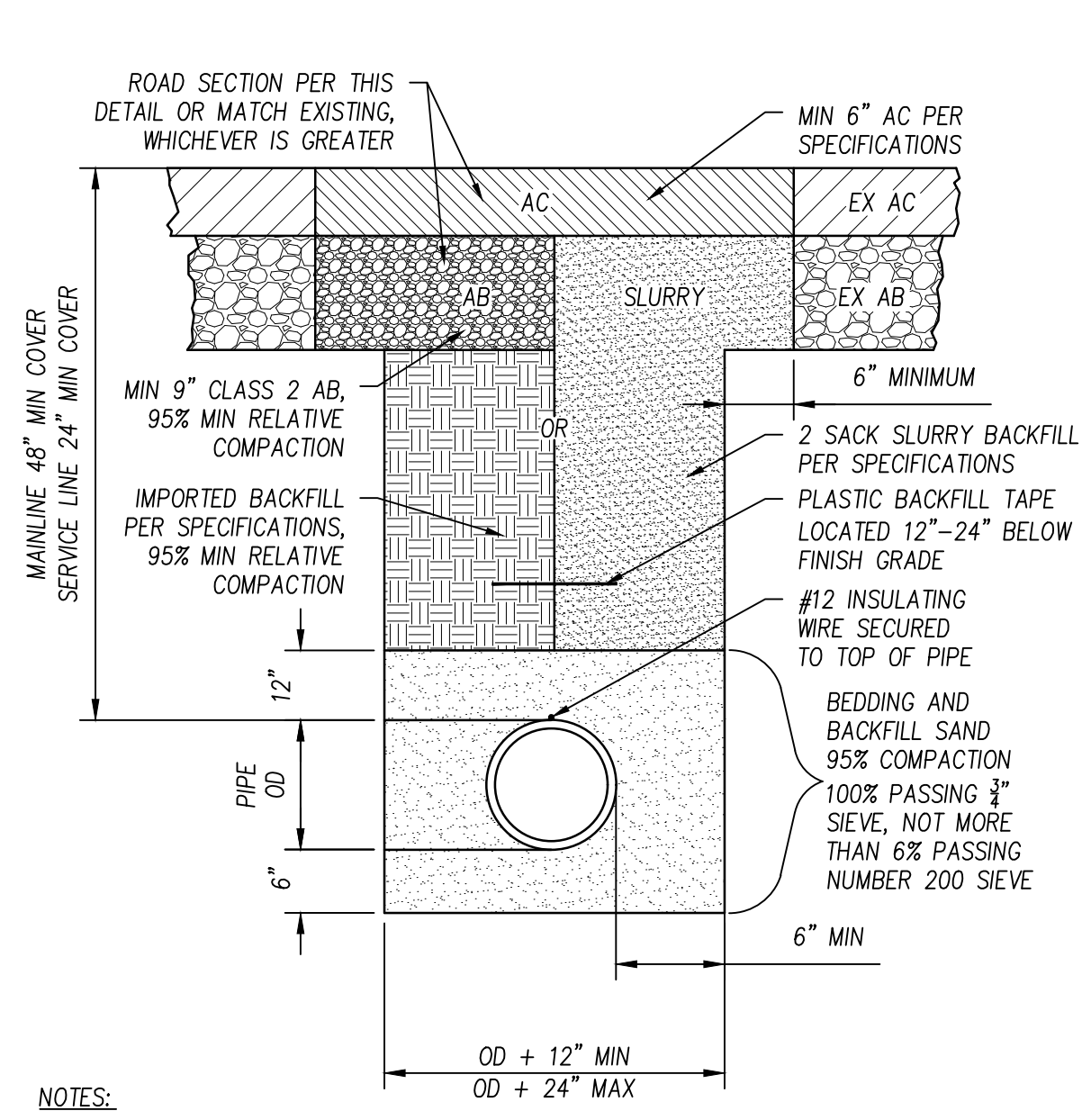
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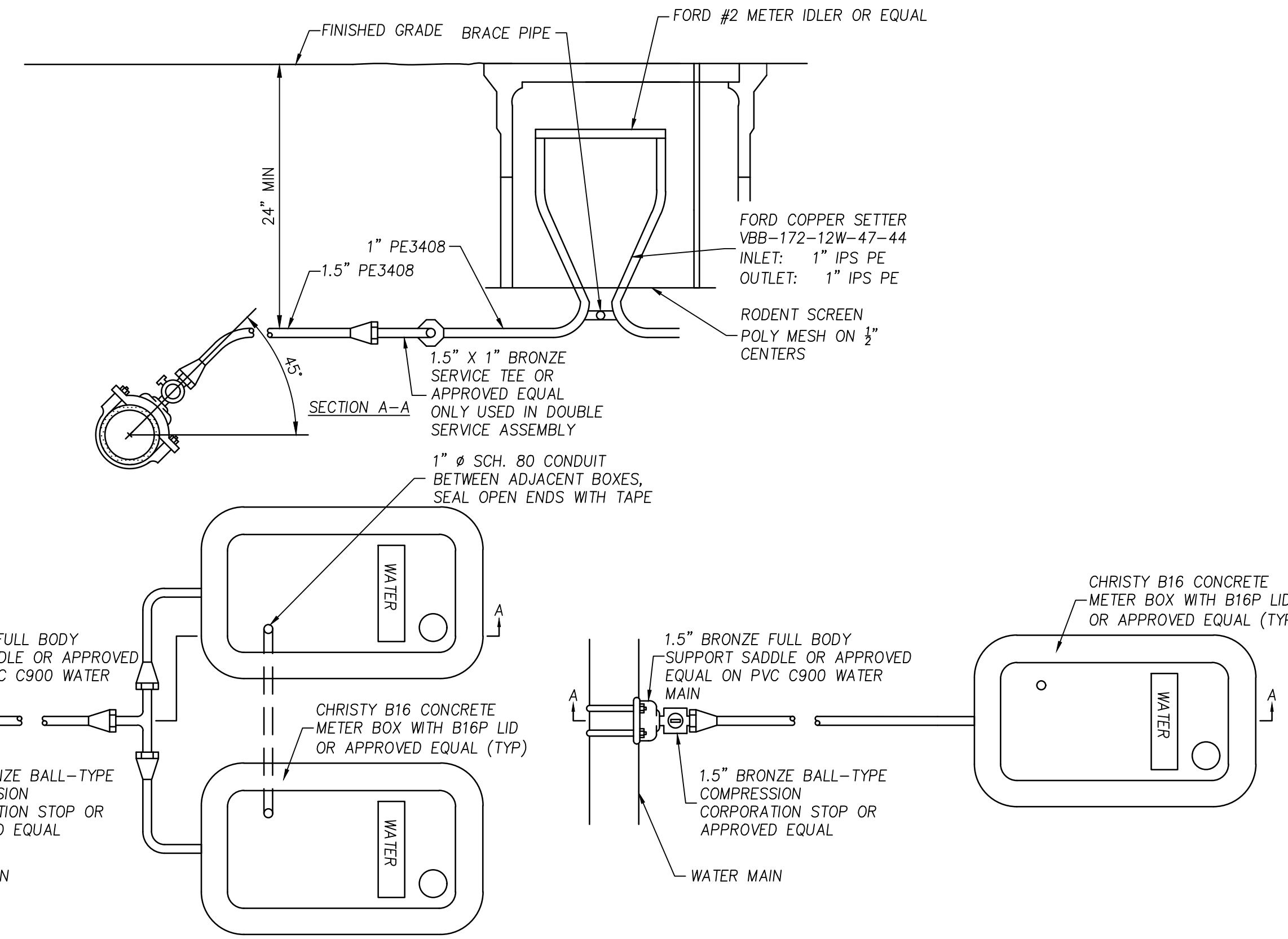


2018 TREATED WATER LINE REPLACEMENT
SECTION 2 ANGEL CAMP COURT
 CALIFORNIA



- NOTES:
- BACKFILL SHALL BE MECHANICALLY CONSOLIDATED OR SHOVEL SLICED UNDER THE HAUNCHES OF THE PIPE.
 - IN ROCKY OR UNYIELDING SOIL, THE TRENCH SHALL BE EXCAVATED A MINIMUM OF 12" BELOW THE PIPE AND THE TRENCH WIDTH SHALL BE INCREASED BY 12".
 - ONE 12" WIDE STRIP OF BACKFILL TAPE SHALL BE USED FOR EVERY 12" PIPE DIAMETER OR FRACTION THERE OF.

1 PIPE TRENCH AND ROAD RESTORATION DETAIL
- NTS

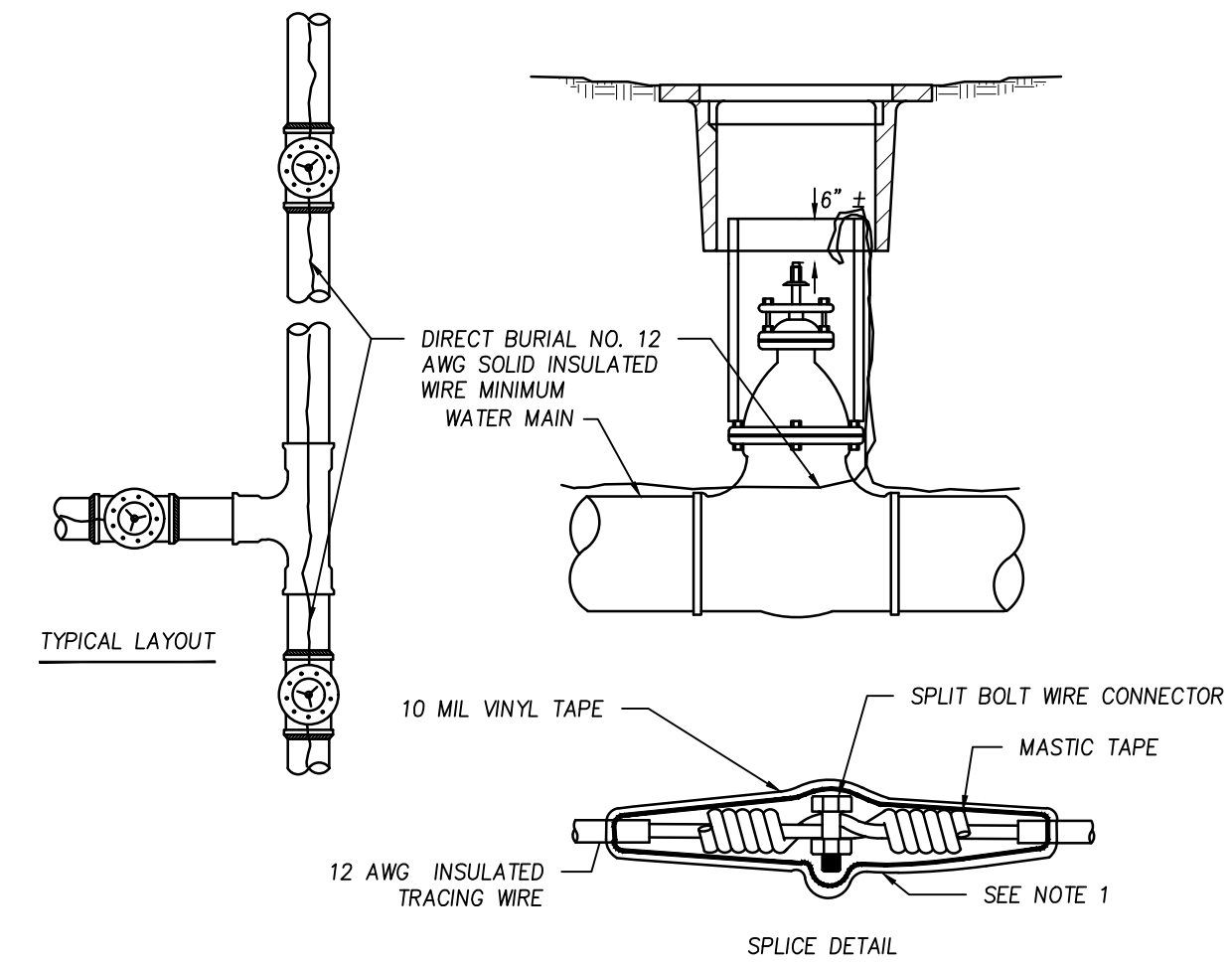


2 DOUBLE OR SINGLE SERVICE CONNECTION DETAIL
- NTS

90° BEND	45° BEND	11 1/2° OR 22 1/2° BEND	TEE OR DEAD END
4" 2 s.f.	4" 1 s.f.	4" 1 s.f.	4" 2 s.f.
6" 4	6" 3	6" 2	6" 3
8" 7	8" 4	8" 2	8" 5
10" 12	10" 6	10" 3	10" 8
12" 16	12" 9	12" 5	12" 12
TEE AND PLUG	CROSS WITH PLUG	CROSS WITH PLUG	REDUCER
4" 2 s.f.	4" 2 s.f.	4" 2 s.f.	4"-6" 10 s.f.
6" 3	6" 4	6" 4	6"-8" "
8" 5	8" 7	8" 7	8"-10" "
10" 8	10" 12	10" 12	10"-12" "
12" 12	12" 16	12" 16	

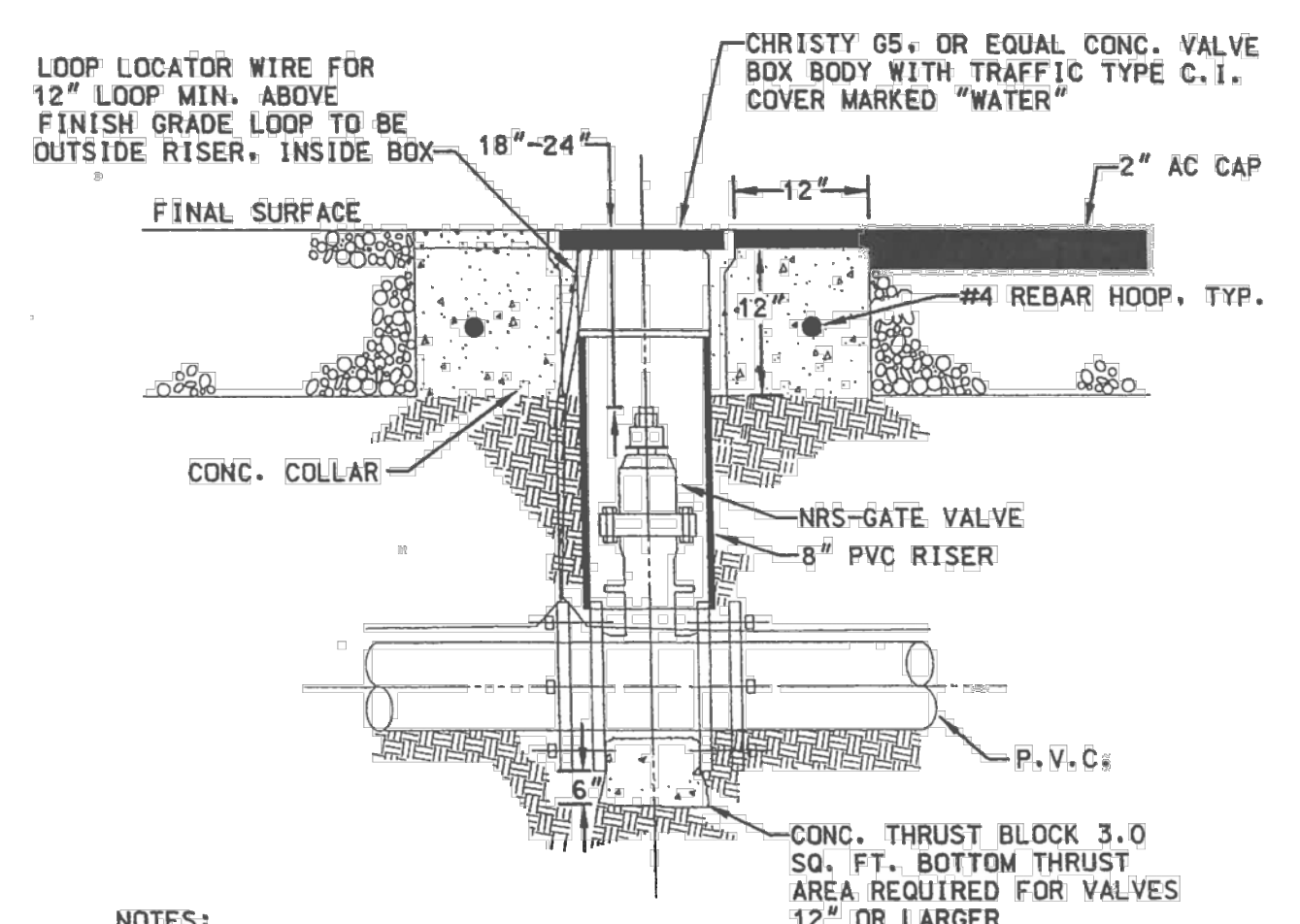
- NOTES:
- THRUST BLOCKS TO BE CONSTRUCTED OF CLASS "B" CONCRETE.
 - AREAS GIVEN ARE FOR PIPE AT TEST PRESSURES OF 150 PSI.
 - IN SOIL WITH 2,000 PSF BEARING CAPACITY, INSTALLATIONS USING DIFFERENT TEST PRESSURES, AND OR SOIL TYPES SHOULD ADJUST AREAS ACCORDINGLY, SUBJECT TO APPROVAL OF ENGINEER.
 - BLOCKS TO BE POURED AGAINST UNDISTURBED SOIL, OF MINIMUM AREA SQUARE FEET.
 - PROTECT BOLTS, NUTS, THREADS, AND GASKETS FROM CONCRETE WITH 6 MIL. MIN. PVC SHEETING

3 THRUST BLOCKS
- NTS



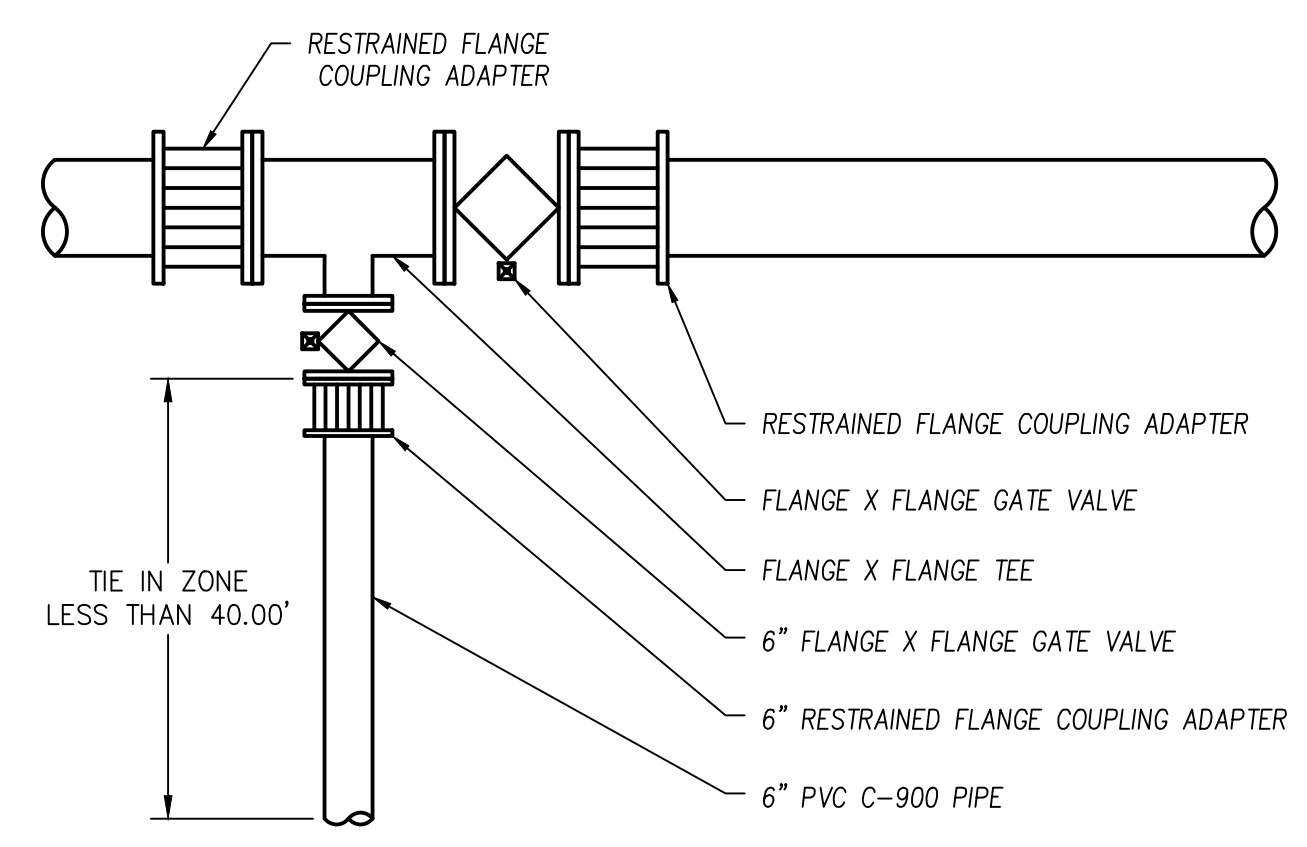
- NOTES:
- TWIST THE WIRE A MINIMUM OF 5 TIMES ON EACH END, INSTALL SPLIT BOLT CONNECTOR, SOLDER WIRE AND COVER THE ENTIRE SPLICE WITH 10 MIL VINYL TAPE. WIRE SPLICES SHALL BE LOCATED WITHIN A VALVE BOX.
 - TRACING WIRE TO BE CONTINUOUS BETWEEN VALVE BOXES AND FIRE HYDRANTS, EXCEPT WHERE BOXES ARE WITHIN 10' OF PIPE INTERSECTION.
 - TRACING WIRE TO BE ATTACHED TO THE TOP OF THE PIPE WITH 10 MIL VINYL TAPE EVERY 5 FEET.
 - TRACING WIRES THROUGH VALVE BOX SHALL BE PLACED OUTSIDE OF RISER, BUT INSIDE THE BOX.
 - TRACING WIRE IN MANHOLES AND VAULTS SHALL BE ATTACHED INSIDE THE FACILITY WITHIN ONE FOOT OF THE RIM.
 - LOCATING WIRE MUST BE TESTED & BE IN WORKING ORDER AFTER ALL UNDERGROUND WORK IS DONE AND PRIOR TO STREET PAVING.

4 WIRE SPLICE DETAIL (TYP)
- NTS

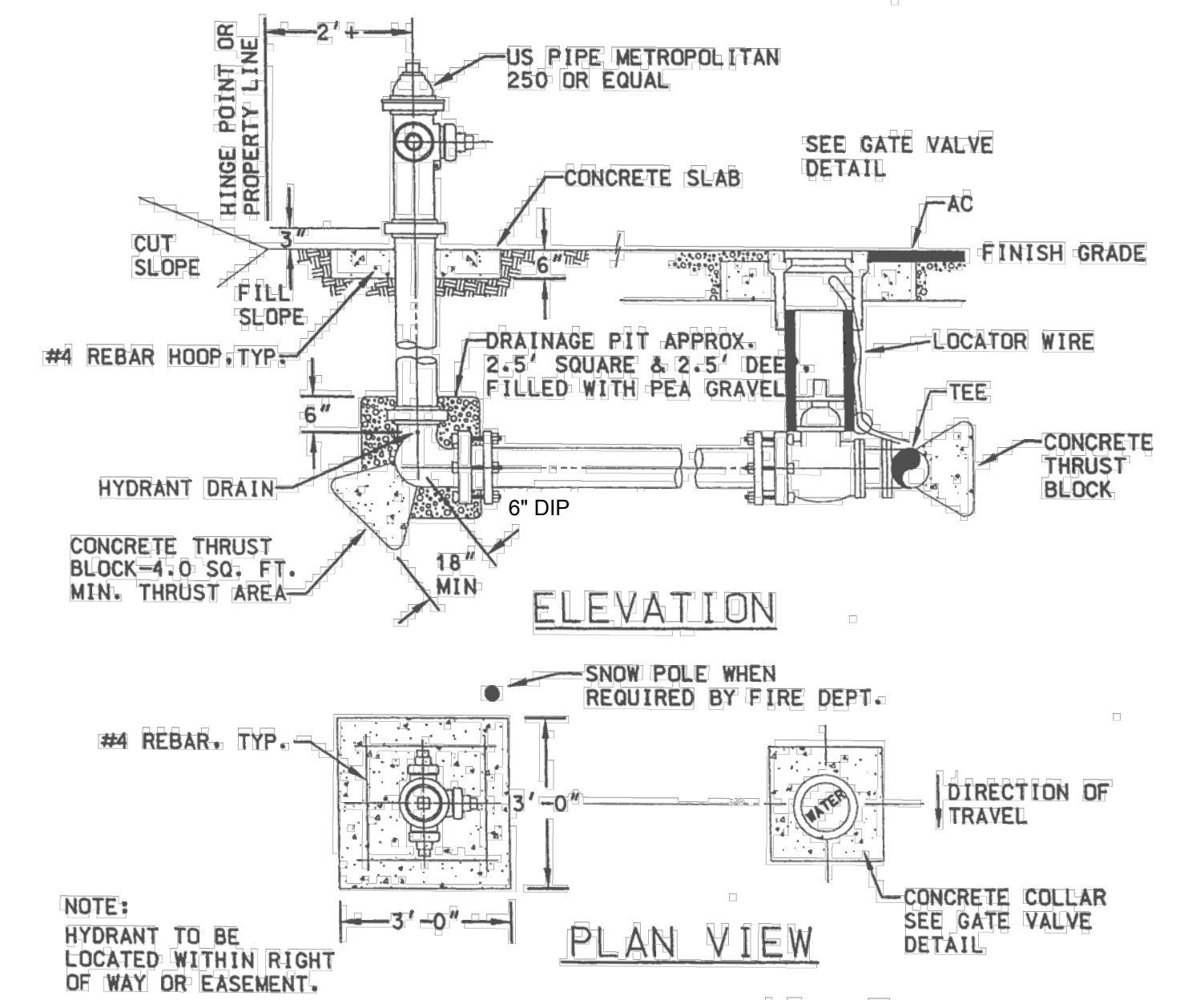


- NOTES:
- ALL GATE VALVES SHALL BE A-W-W-A, APPROVED AND FULLY ENCAPSULATED WITH RESILIENT SEAT, MECHANICAL JOINT OR FLANGE.
 - VALVES PLACED FOR FUTURE LINE EXTENSIONS, SHALL HAVE A BLIND FLANGE PLACED OVER THE OUTLET.
 - WHEN OPERATING NUT IS ϕ 24" FROM F.G.; INSTALL STEM EXTENSIONS TO 18" FROM F.G. - FIBERGLAS OR EQUAL

5 GATE VALVE
- NTS



6 CUT IN TEE
- NTS



7 HYDRANT DETAIL
- NTS

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 DRAWN BY : C. SAHAGUN
 CHECKED BY : G. RODELL
 SCALE : AS SHOWN
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 PROJ NO. : 18112

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

90% Submittal
NOT FOR CONSTRUCTION
 4/10/2019

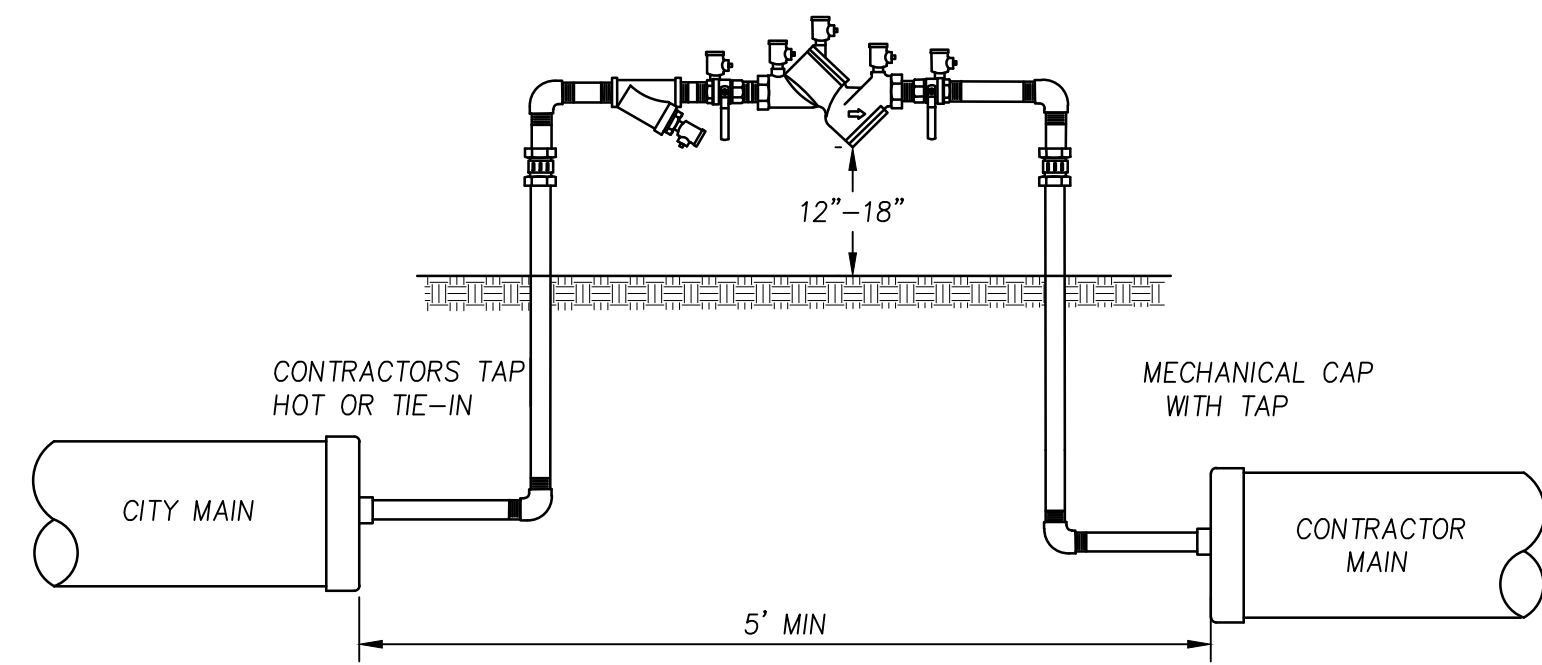
BEN EN
 TRUSTED ENGINEERING ADVISORS

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

GDPUD
 GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT

2018 TREATED WATER LINE REPLACEMENT
 DETAILS 1
 CALIFORNIA

C-3
 5 OF 6

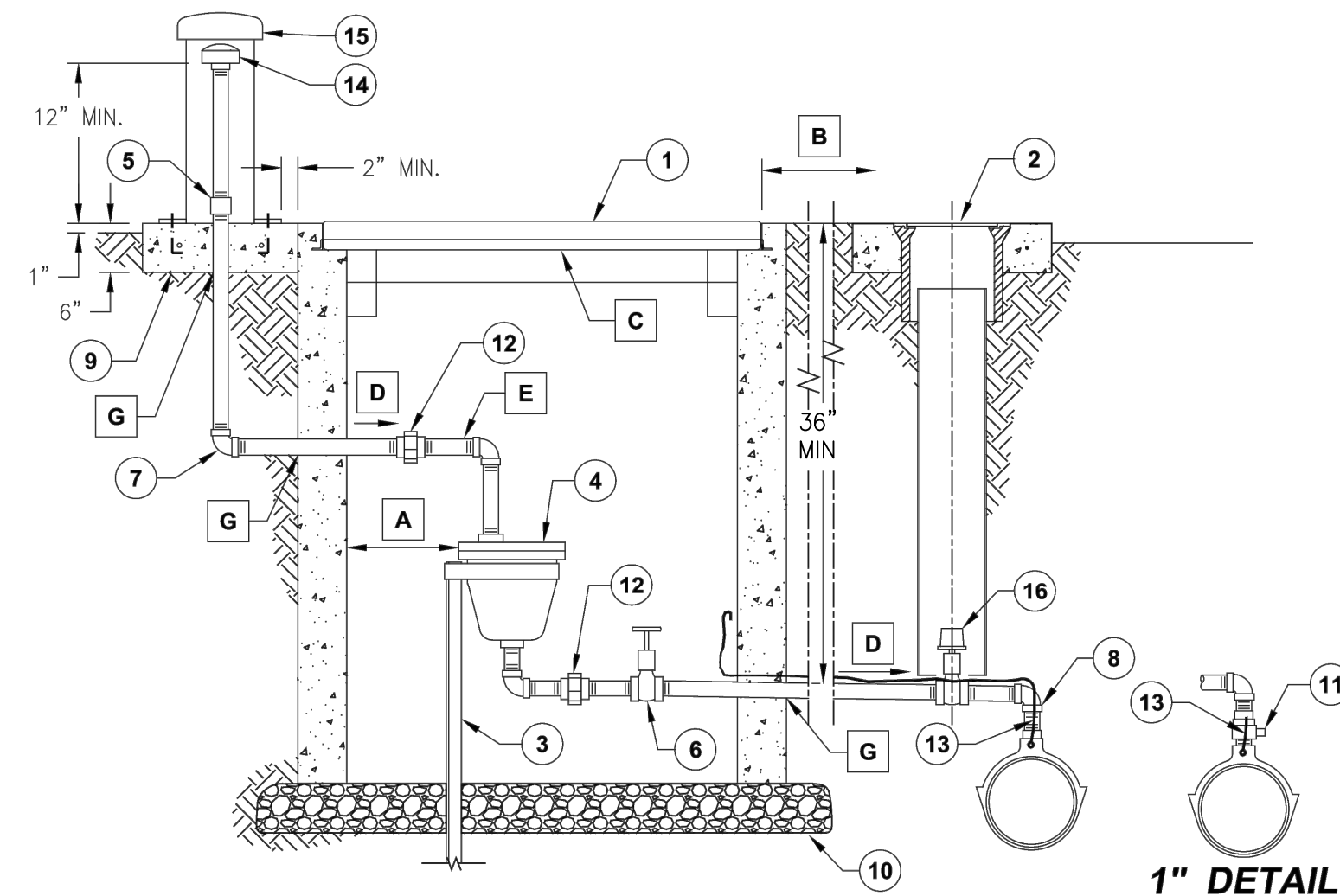


PRIOR TO CONNECTION TO THE CITY MAIN, THE FOLLOWING CONDITIONS SHALL BE MET:
 A. PASSED A PRESSURE TEST
 B. PASSED A CHLORINE TEST
 C. PASSED TURBIDITY TEST
 D. PASSED A BACTERIA TEST
 E. APPROVAL BY THE DISTRICT ENGINEER

NOTES:

1. WATER SHALL ONLY BE DRAWN INTO THE CONTRACTOR'S MAIN THROUGH A CITY APPROVED RP TYPE BACKFLOW DEVICE WHICH HAS BEEN TESTED AND TAGGED BY THE DISTRICT.
2. FINAL SYSTEM COMPONENTS NECESSARY FOR TIE-IN SHALL BE PRE-CHLORINATED AND PRE-FLUSHED IN THE PRESENCE OF THE CITYENGINEER.
3. UPON COMPLETION OF THE CONDITIONS NOTED ABOVE AND WITH THE APPROVAL OF THE DISTRICT ENGINEER, CONNECTION TO THE DISTRICT SYSTEM MAY BE MADE. THE DISTRICT INSPECTOR SHALL BE NOTIFIED 48 HOURS PRIOR TO THE START OF WORK.

8 CONSTRUCTION WATER DETAIL
- NTS



NOTES:

- A** VALVE MUST CLEAR SIDES OF BOX BY AT LEAST 1" WHEN ROTATED FOR REMOVAL.
- B** AIR & VACUUM RELEASE VAULT SHALL BE SET 8" FROM EDGE OF PAVEMENT, BACK OF CURB, BACK OF SIDEWALK, OR AS DETERMINED BY AGENCY OR ENGINEER.
- C** PERMANENTLY ADHERE 2" OF CLOSED-CELL, NON-ABSORBENT RIGID FOAM INSULATION TO UNDERSIDE OF LID (NOT SHOWN FOR CLARITY).
- D** ALL HORIZONTAL PIPE SHALL SLOPE DOWN TOWARD MAIN AT 1% SLOPE MIN.
- E** DRAPE INSULATING BLANKET OVER ALL EXPOSED PIPING AND APPURTENANCES IN VAULT.
- F** 2" AVR V SHOWN. SEE 1" DETAIL FOR 1" AVR V.
- G** NOT USED

9 COLD CLIMATE 1" AIR VACUUM RELEASE VALVE
- NTS

ITEM DESCRIPTION

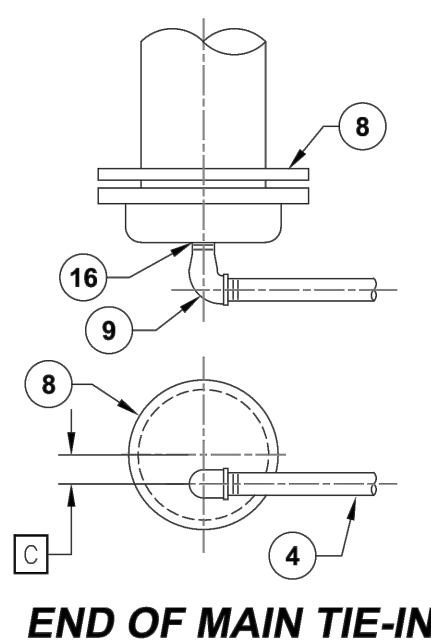
- 1 H20-RATED PRECAST CONC. VAULT W/ ALUMINUM, H20-RATED, SPRING-ASSIST, LOCKABLE LID WITH DRAIN. PROVIDE MIN. 48"x48" LID OPEN AREA. INSTALL SO THAT LID DOESN'T INTERFERE W/AVRV RISER COVER.
- 2 VALVE BOX AND WELL EXTENSION PER S106
- 3 1-5/8"x1-5/8" GALV. STEEL CHANNEL (UNISTRUT OR EQUAL) ON NARROW SIDE OF VALVE BODY. DRIVE MIN. 18" INTO SOIL BELOW CRUSHED ROCK. SECURE TO VALVE BODY W/1" MIN. WIDTH SS STRAP
- 4 COMBINATION AIR & VACUUM RELEASE VALVE (AVRV)
- 5 PVC NPT COUPLING
- 6 NPT BRASS GATE VALVE W/HAND WHEEL EXPOSED WITHIN BOX.
- 7 ALL FITTINGS AND PIPE FROM TOP OF AVR V SHALL BE BRASS, SIZED PER VALVE OUTLET UNLESS OTHERWISE NOTED.
- 8 ALL FITTINGS AND PIPE FROM MAIN TO AVR V SHALL BE BRASS OR COPPER, SIZED PER AVR V INLET, AND SLOPED TO MAIN. INSTALL SWING JOINTS AS NECESSARY.
- 9 18"x18" (MIN.) CONC. PAD W/#4 REBAR HOOP, HOOK ANCHOR BOLTS UNDER REBAR.
- 10 3/4" CRUSHED ROCK, 6 INCHES DEEP. EXTEND 6" OUTSIDE OF BOX ON ALL SIDES
- 11 1" NPT BRASS CURB STOP ON SADDLE
- 12 NPT BRASS UNION
- 13 LOCATING WIRE DETAIL 4, SEE SHEET C-3
- 14 NPT MUSHROOM VENT CAP W/SS SCREEN, BOTTOM VENTING (SIZED PER AVR V OUTLET)
- 15 AVR V RISER COVER
- 16 PROVIDE BRASS CORPORATION STOP VALVE TO MATCH AVR V INLET. ADD A 2" NPT BRASS GATE VALVE AND VALVE BOX FOR 2" AVR V INLET.

ITEM DESCRIPTION

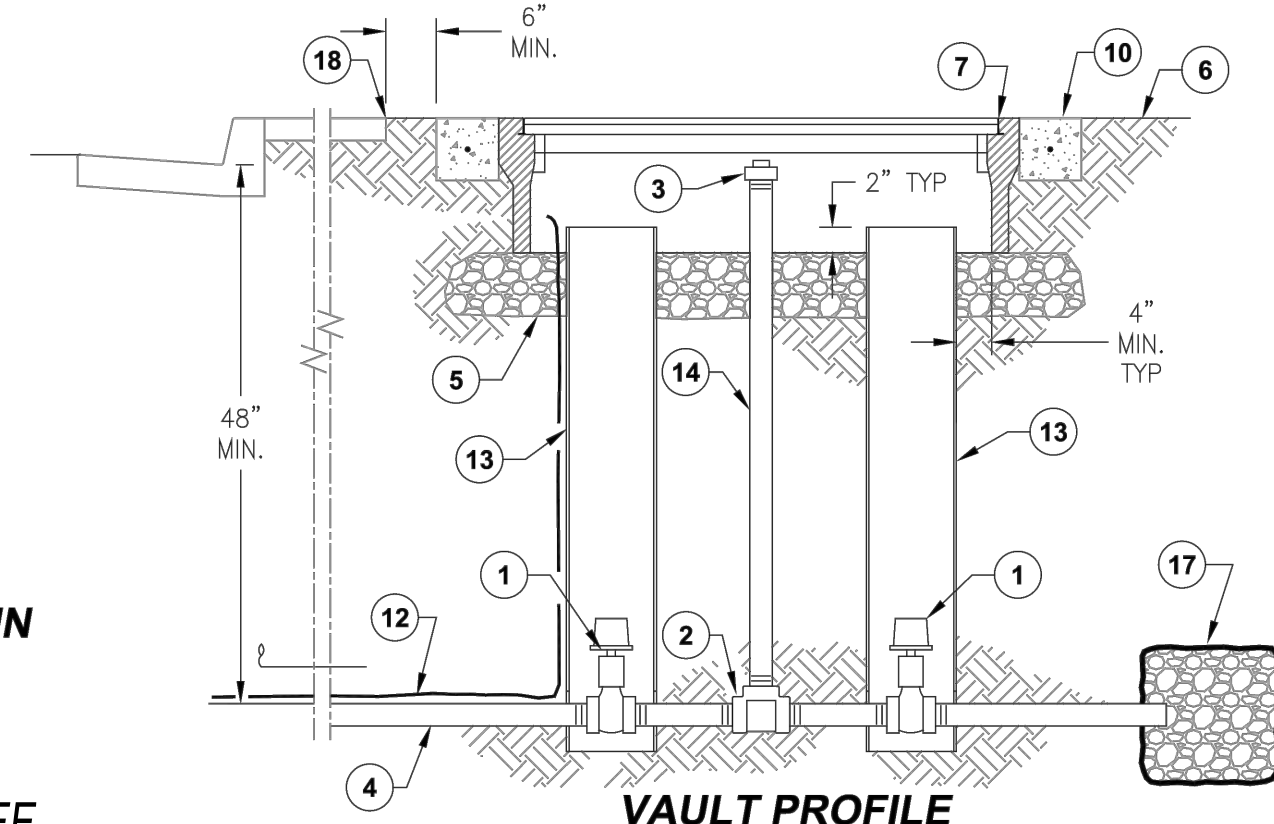
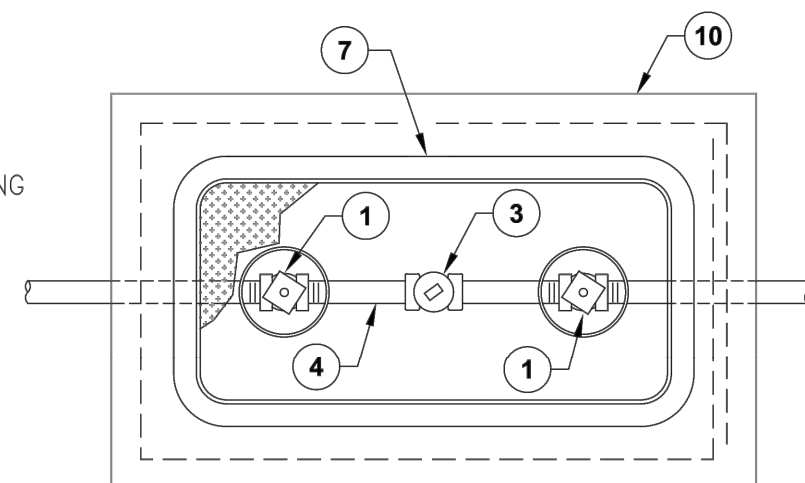
- 1 2" NPT GATE VALVE W/2" SQ. OPERATING NUT
- 2 2" NPT BRASS TEE
- 3 2" NPT BRASS CAP
- 4 LATERAL MAY BE THD TYPE M COPPER, BRONZE, OR BRASS
- 5 6" OF 3/4" CRUSHED ROCK. EXTEND 6" ON ALL SIDES
- 6 FINISHED GRADE
- 7 H20-RATED PRECAST 42"x20" UTILITY BOX W/ALUMINUM, H20-RATED, SPRING ASSIST, LOCKABLE LID WITH DRAIN
- 8 RESTRAINED DIP BLIND FLANGE W/2-1/2" NPT OUTLET.
- 9 2" NPT BRASS STREET ELBOW
- 10 6" CONCRETE COLLAR W/#4 REBAR
- 11 BRONZE SERVICE SADDLE
- 12 LOCATING WIRE PER S109
- 13 NOTCHED VALVE WELL EXTENSION PER S105 (8" SDR 35 PVC VALVE WELL EXTENSION, ONE CONTINUOUS LENGTH OF PIPE.
- 14 2" NPT BRASS NIPPLE
- 15 2" NPT BRASS 45° ELBOW
- 16 NYLON BUSHING
- 17 1 CUBIC FT. 3/4" CRUSHED ROCK IN FILTER FABRIC
- 18 BACK OF SIDEWALK OR CURB

NOTES:

- A** ALL PIPE TO BE 2" BRASS UNLESS OTHERWISE SHOWN.
- B** DRAPE EXPOSED PIPING AND APPURTENANCES IN INSULATING BLANKETS.
- C** MINIMUM DIMENSION TO BE 1/4 OF THE MAIN PIPE DIAMETER



10 COLD CLIMATE 2" BLOWOFF
- NTS



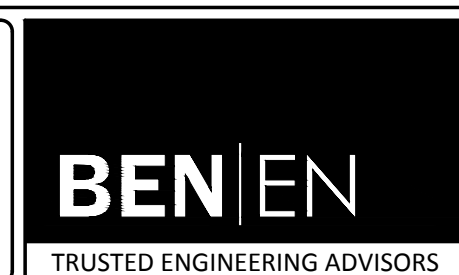
NO.	REVISIONS	BY	DATE

BENCH MARK	ELEV. : XX	DATUM : XX
DESCRIPTION :		

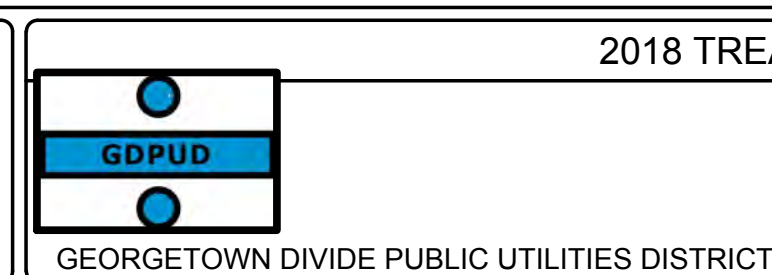
DESIGN BY :	D. HARDEN
DRAWN BY :	C.SAHAGUN
CHECKED BY :	G. RODELL
SCALE :	SEE PLANS
DATE :	4/10/2019
PROJ NO. :	18112

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

90%
NOT FOR CONSTRUCTION
 4/10/2019



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



2018 TREATED WATER LINE REPLACEMENT

DETAILS 2

CALIFORNIA

C-4
 6
 OF
 6

Login Name: cashagan
 Plot Date: April 10, 2019 - 5:11 pm
 Plot Style: ###
 File Name: P:\V\18112-GDPUD-2018 Pipeline and Canal\03-PLANS\MASTERS\SHEETS\2018 Pipeline\ C-4.dwg
 User: cashagan

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
PROJECT: _____
PROJECT NO. ____ - ____

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the Georgetown Divide Public Utility District, a public utility district of the State of California (“District”) and _____, a _____, (“Contractor”) (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

RECITALS

A. The District’s Board of Directors (the “Board”) caused plans and specifications for the construction work herein described (“Project”), and did approve and adopt said plans and specifications (“Plans”), which are attached hereto as **Exhibit A**.

B. The District did publish a notice and invitation to submit sealed bids for the performance of the Project (“Invitation to Bid”), which is attached hereto as **Exhibit B**, on _____, 20XX, at the time and in the manner required by law and District policy.

C. The District also provided instructions for submitting bids on the Project (“Instructions for Bidders”) which is attached hereto as **Exhibit C**.

D. The Contractor, in response to such Invitation to Bid, submitted to the District within the time specified in the Invitation to Bid and in the manner provided therein, a sealed Bid to perform the Project as specified in said plans and specifications, which the Board publicly opened and canvassed in the manner provided by law with other Bids submitted for the Project.

E. Contractor’s bid included a bid schedule (“Bid Schedule”), which is attached hereto as **Exhibit D**, and which sets forth details about Contractor’s completion of the Project, including extended costs for Project materials.

F. Contractor provided the required bid guarantee and executed bid guarantee form, which is attached hereto as **Exhibit E**, at the same time the Contractor submitted its bid.

G. Contractor’s bid included a list of subcontractors designated to perform specified portions of the Project (“Designation of Subcontractors”), which is attached hereto as **Exhibit F**.

H. Within five (5) business days of the last day to submit bids for the Project, Contractor

submitted certifications of qualification for Contractor and its Subcontractors on the Project, which are collectively attached hereto as **Exhibit G**.

I. Contractor was the lowest responsible bidder for the performance of the Project, and the Board, as a result of the canvass of said bids, determined and declared the Contractor as the lowest responsible bidder for the Project and award a contract therefore.

J. Contractor represents to District that it is a duly qualified firm experienced in the construction of water facilities.

K. In the judgment of the Board, it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

L. Pursuant to Contractor's Bid, Contractor will complete the Project in accordance with the District's Plans and all other Contract Documents (defined below).

M. Contractor's timeframe for completing the Project is set forth in the Time Allowed for Completion and Liquidated Damages, which is attached hereto as **Exhibit H** ("Completion Schedule").

N. As a condition of awarding the Project to Contractor, Contractor must furnish payment and performance bonds ("Bonds") on forms which are substantially similar to those which are attached hereto as **Exhibit I**.

O. District desires to retain Contractor to perform the Project in accordance with the District's General Conditions ("General Conditions"), attached hereto as **Exhibit J**, the District's general performance standards ("Performance Standards"), attached hereto as **Exhibit K**, and the terms and conditions set forth in this Agreement.

P. Unless otherwise provided in this Agreement, abbreviations and capitalized terms shall have the meanings ascribed to them in the attached **Exhibit L**.

Q. Collectively, the Agreement along with Exhibits A through L comprise the contract documents ("Contract Documents")

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

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 23 of this Agreement, Sections 1 through 23 shall prevail.

Section 2. Term. This Agreement shall commence on the Effective Date and terminate one (1) year after District files a Notice of Completion with the County Recorder acknowledging completion of the Project (“Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

Section 3. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”). Contractor, however, shall not commence the performance of the Services until it has been given notice by District (“Notice to Proceed”).

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement and the Contract Documents, Contractor shall perform the services necessary to complete the Project (“Services”) within the required timeframe and in accordance with the standards and specifications established in the Contract Documents. Contractor shall not receive additional compensation for the performance of any work unless it is included in the Contract Documents, or the Parties agree otherwise in writing.

(b) *Modification of Services.* Only the District’s General Manager may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the General Manager.

Section 5. Time of Performance. Contractor warrants that it will commence performance of the Services within fifteen (15) calendar days of the Notice to Proceed, and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement. It is agreed by the Parties that time is of the essence and that if the Project is not completed as set forth in Exhibit H Completion Schedule, damage will be sustained by the District, and it may be impracticable to determine the actual amount of damage resulting from the delay. It is, therefore, agreed that Contractor shall pay to District as damages, the

{CW079162.1}

Project: _____

Project No. _____ - _____
Page 3 of 17

One Thousand Dollars (\$1,000.00) for each and every day the Project is delayed. The Parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Agreement is made. The District shall have the right to deduct the amount of liquidated damages owed pursuant to this section from any money due or to become due to Contractor.

Notwithstanding the above, the Parties expressly agree that the liquidated damages specified above do not include the District's legal, engineering, inspection, superintendence and other similar expenses. Accordingly, the District shall have the right to charge Contractor and to deduct from the any amount due or to become due to Contract, the actual cost to the District for legal, engineering, inspection, superintendence, loss of revenue due to water delivery interruptions, and other expenses, which are directly chargeable to the Agreement and which accrue during a period of delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

Section 6. Payment. District shall pay Contractor for all Services which are to be performed by Contractor, and Contractor agrees to accept the compensation provided in Exhibit D, Bid Schedule, which is summarized as follows:

Total compensation for completion of Project: \$ _____ total.
[Additional work to be completed at \$___ [per Square Foot]]

Section 7. Representations of Contractor. District relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services provided in the Contract Documents and that all of its work will be performed in accordance with the performance standards provided in Contract Documents, using generally accepted construction practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the services hereinafter specified, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Contractor.

(c) *Taxes.* Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish District with proof of payment of taxes on these earnings.

(d) *Authority.* Contractor represents that it possesses the necessary licenses, permits, or approvals required to perform the Services or will obtain such licenses, permits, or approvals prior to the time such licenses, permits, or approvals are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to District that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

(e) *Warranty.* Contractor warrants that the work performed shall be free of defects for a period of one (1) year from Project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to District. Warranty work shall be performed within three (3) business days of notice by District that such work is required.

(f) *Records Maintenance.* Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.

(g) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If requested to do so by District, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the El Dorado County Clerk disclosing their financial interests.

(h) *Nondiscrimination.* Contractor shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color,

creed, religion, sex, age, or physical or mental handicap. Such protections shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices that Contractor shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability or national origin. In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

(i) *Prevailing Wage.* Contractor agrees to pay all craftsmen and laborers working on this Project at least the minimum prevailing wage required by the Department of Industrial Relations of the State of California. Contractor understands and agrees that it is Contractor's responsibility to determine the minimum prevailing wage and to report compliance as required under California law. Contractor shall post a copy of the current prevailing wage rate of per diem wages as determined by the Director of the Department of Industrial Relations at the job site.

Section 8. Conformity with Law and Safety. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District's risk manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify District. Contractor shall not store hazardous materials or hazardous waste within the District limits without a proper permit from District.

Section 9. Assurance of Performance. If, at any time, District believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, District may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 10. Excusable Delays. Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

Section 11. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. Contractor hereunder offers and agrees to assign to District, and agrees to require its subcontractors to offer and agree to assign the District, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Bus. and Prof. Code § 16700 *et seq.*), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgement of the Parties.

Section 12. Ownership and Disclosure of Work Product. District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor (“Work Product”) in the performance of and prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 13. District’s Termination without Cause. At any time, District may terminate the Agreement with or without cause by providing Contractor with five (5) business days’ written notice of such termination.

Section 14. District’s Termination in the Event of Contractor’s Default. If a Contractor should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or the Contract Documents, the District may give notice to the Contractor and allow Contractor five (5) business days to correct such deficiency. The District, in its sole and absolute discretion, may grant Contractor additional time to cure the deficiency. If the Contractor does not correct such deficiency within the allotted time, the District may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination.

(a) Contractor shall deliver copies of all Work Product prepared by it pursuant to this Agreement.

(b) If District terminates this Agreement before District issues the Notice to Proceed to Contractor or before Contractor commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Contractor. If District terminates this Agreement after District has issued the Notice to Proceed to Contractor and after Contractor has commenced performance under this Agreement, District shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to District such financial information, as in the

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Project: _____

Project No. _____ - _____
Page 8 of 17

judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

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

Section 15. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Contractor. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, 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.

Section 16. Worker's Compensation Certification. Contractor is aware of the provisions of Labor Code section 3700 requiring every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

Section 17. Performance and Payment Bonds. Contractor shall, before commencing Services under this Agreement, file a performance bond and a payment bond (pursuant to Civil Code, Division 3, Part 4, Title 15, Chapter 7) with the District, each payable to the District. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire Term of the Agreement at the sole and absolute expense of Contractor. Each bond shall be for the amount of one hundred percent (100%) of the total compensation under this Agreement. Any alterations made to the Contract Documents or the specifications to the Project shall not operate to release any surety from liability on any bond required herein and surety hereby consents such alterations in any surety on said bonds hereby waives the provisions of California Civil Code sections 2819 and 2845.

Section 18. Insurance Coverage: During the Term, the Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII, and will provide the District with written proof of said insurance.

Contractor shall maintain coverage as follows and will provide the District with written proof of said insurance. Contractor shall maintain coverage as follows:

(a) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00). Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

“The Georgetown Divide Public Utility District, its officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”

“The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.”

“The insurance provided herein is primary coverage to the Georgetown Divide Public Utility District with respect to any insurance or self-insurance programs maintained by District.”

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Georgetown Divide Public Utility District, Attention: General Manager.”

(b) *Builder’s Risk Insurance.* Contractor shall carry builder’s risk insurance with limits of liability equal to one hundred percent (100%) of the replacement cost of the Project. Said policy shall be endorsed with the following specific language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Georgetown Divide Public Utility District, Attention: General Manager.”

(c) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers’ compensation insurance as required by the State of California under the Labor Code. Said policy shall be endorsed with the following specific language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Georgetown Divide Public Utility District, Attention: General Manager.”

(d) *Automobile Liability Insurance.* Contractor shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Georgetown Divide Public Utility District, Attention: General Manager.”

(e) *Environmental Liability Insurance.* Contractor shall carry environmental liability insurance which includes coverage for sudden and accidental pollution arising out of handling hazardous materials or hazardous wastes, non-hazardous materials or non-hazardous wastes, that, when released to the environment, violate regulatory standards of federal, state, or local government.

(f) *Documentation.* The following documentation shall be submitted to District:

(i) Properly executed Certificates of Insurance clearly evidencing all coverages, limits and endorsements required above (“Certificates”). Said Certificates shall be submitted prior to the execution of this Agreement.

(ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

(iii) Upon District’s written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District’s request.

(iv) Coverages shall contain no special limitations on the scope of protection afforded to the District, and shall contain standard separation of insured provisions.

(g) *Policy Obligations.* Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase such required insurance

coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

Section 19. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall defend, indemnify hold harmless and release District, and District’s elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (“District’s Agents”) from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to acts or omissions of Contractor, or any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify District and District’s Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District’s Agents, but shall apply to all other Liabilities. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against District and District’s Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers’ compensation acts, disability benefits acts or other employee benefit acts.

District may withhold from its payments to Contractor such amount as, in the District’s opinion, are necessary and sufficient to provide security against the loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision. District’s withholding of payments under this provision will in no way relieve Contractor from performing all obligations under this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Contractor from its obligations to indemnify the District and District’s Agents.

Submission of insurance Certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this indemnification clause. The obligations of this indemnity shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Section 20. Notices. Any notice or communication required hereunder between District and Contractor 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 or communication 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 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, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Georgetown Divide Public Utility District
 6425 Main Street
 Georgetown, CA 95634
 Attention: General Manager
 Tel: (530) 333-4356

With courtesy copy to: Churchwell White LLP
 1201 K Street, Suite 710
 Sacramento, California, 95818
 Attention: Barbara A. Brenner, Esq.
 Tel: (916) 468-0950

If to Contractor: _____

Section 21. Exhibits. All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement, with the same force and effect as if the same were set forth at length herein and the Parties will be and are bound by any and all of said Exhibits:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Plans and Specifications
Exhibit B:	Invitation to Bid
Exhibit C:	Instruction for Bidders
Exhibit D:	Bid Schedule
Exhibit E:	Bid Guarantee
Exhibit F:	Designation of Subcontractors
Exhibit G:	Certifications of Qualification
{CW079162.1}	Project: _____

Exhibit H:	Completion Schedule
Exhibit I:	Payment and Performance Bonds
Exhibit J:	General Conditions
Exhibit K:	Performance Standards
Exhibit L:	Abbreviations and Definitions

Section 22. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to include all work necessary for the completion of the Agreement. The Contractor shall perform all Services in conformance with the Contract Documents, unless otherwise directed in writing by the District pursuant to section 4(b).

Section 23. General Provisions.

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

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

(c) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

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

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

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

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

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

(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 Contractor's charges to District under this Agreement.

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

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

(l) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(m) *Headings.* Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

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

(o) *Necessary Acts and Further Assurances.* The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other

actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE.]

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

DISTRICT:

Georgetown Divide Public Utility District, a public utility district of the State of California

By: _____
Steven Palmer, PE, General Manager

Date: _____

Approved as to Form:

By: _____
Barbara A. Brenner, General Counsel

CONTRACTOR:

_____, a _____

By: _____
_____, _____

Date: _____

EXHIBIT A: PLANS AND SPECIFICATIONS

EXHIBIT B: INVITATION TO BID

EXHIBIT C: INSTRUCTION TO BIDDERS

EXHIBIT D: BID SCHEDULE

EXHIBIT E: BID GUARANTEE

EXHIBIT F: DESIGNATION OF SUBCONTRACTORS

EXHIBIT G: CERTIFICATIONS OF QUALIFICATIONS

EXHIBIT H: COMPLETION SCHEDULE

EXHIBIT I: PAYMENT AND PERFORMANCE BONDS

EXHIBIT J: GENERAL CONDITIONS

EXHIBIT K: PERFORMANCE STANDARDS

EXHIBIT L: ABBREVIATIONS AND DEFINITIONS

AGENDA ITEM 7.D.

Attachment 3

Resolution

RESOLUTION NO. 2019-44
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING PLANS AND SPECIFICATIONS FOR THE 2018 TREATED WATER
LINE REPLACEMENT PROJECT AND AUTHORIZING THE SOLICITATION OF
CONSTRUCTION BIDS

WHEREAS, the 2018 Treated Water Line Replacement Project is planned for in the Fiscal Year 2019/2020 Operating Budget and Adopted Capital Improvement Plan; and

WHEREAS, the Project is Categorically Exempt per CEQA Guidelines Section 15300, Existing Facilities since the Project is limited to maintenance of existing facilities and does not involve an expansion of use; and

WHEREAS, the Project plans and specifications were prepared by Bennett Engineering Services, Inc. and were reviewed and accepted by Staff and District legal counsel.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the plans and specifications for the 2018 Treated Water Line Replacement Project are approved and the General Manager is authorized to initiate the construction bid process.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 11th day of July 2019, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

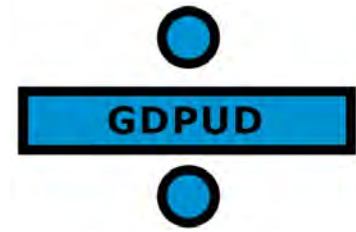
Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-44 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 11th day of July 2019.

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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2019
AGENDA ITEM NO. 7.E.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: REVIEW THE ADOPTED LEGISLATIVE POLICY

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

Throughout the year, various groups such as Mountain Counties Water Resources Association (MCWRA), Association of California Water Agencies (ACWA), or California Special Districts Association (CSDA) will send out a call to action on a specific bill or issue that significantly impacts the Georgetown Divide Public Utility District (District). Formally letting policymakers know of the District's position on legislation is necessary to impact policy decisions made by the State.

Frequently, these calls to action request the District to sign or send in a letter when a bill is set to be heard in the legislature; and there is very little time to submit the District's position. Prior to January 9, 2018, when the District needed to take a position on a specific issue, the General Manager had to request the Board to officially adopt a position on a case by case basis. This resulted in the District being unable to formally take a position on issues due to the lead time required to hold a Board meeting and the Board to take formal action.

The Directors indicated a desire to review the current practice and provide the General Manager with some ability to respond to calls to action without case by case Board action. At the Board meeting of November 14, 2017, Staff presented four model policies for adopting positions on legislation. They are summarized below.

Model Policy One: The General Manager or Designated Employee Adopt all Bill Positions

In this model the general manager, legislative staff or some other designated employee has the authority to write and sign position letters. This option is less formal, less procedural but more time efficient. Some districts do not allow general managers or legislative staff to send a letter of formal opposition or support without the approval of their board of directors.

Model Policy Two: The General Manager along with the Board President Adopt Bill Positions

This policy allows the general manager to take a position on a bill, but only with the approval of the board president. This model is implemented by districts that favor the expediency of model policy one but would prefer the governing board to have some input on bill positions.

Model Policy Three: The Board of Directors/Trustees Adopt All Bill Positions

This is the model that is currently used by the District. It provides the greatest oversight by the Board, yet, it is less responsive to significant, spontaneous changes in the legislature.

Model Policy Four: General Manager Adopts Bill Positions Consistent With Policy Principles Set by Board of Directors/Trustees

This model gives staff the flexibility to adopt positions on legislation while allowing the board of directors/trustees to set policy principles to guide staff's action on bills. The board of directors/trustees pre-establishes various policy principles and, as long as the bill position fits within these principles, staff is authorized to take a position without board approval. For example, a district may adopt a policy principle that says the district will oppose any property tax redistribution formula that is not fair and equitable. A bill that proposes to change the property tax formula to shift dollars away from special districts would warrant an oppose position, as this fits within the scope of the policy principle. If a policy principle is nonexistent or does not provide clear guidance, then the bill position shall be brought before the board of directors/trustees for a vote.

The model used by the District at that time was Model Policy Three, and it did not allow the District to respond quickly to proposed legislation and calls to action.

Each model provides a different level of oversight by the Board. Model One provides the General Manager with complete discretion on District position and response to legislative call to action. Model Two also allows the General Manager to take a position, with oversight and approval by the Board President. Model Four allows the General Manager to take a position as long as it is consistent with Board adopted policy principles. In the case of Model Four, the Board would need to adopt policy principles as guidance for the General Manager when responding to upcoming legislation.

At the Board meeting on November 14, 2017, Staff requested direction from the Board as to which Model Policy is preferred. The General Manager was directed to set policy principals for the Board's review authorizing the General Manager and a designated Board member to act on legislation and other policy proposals on behalf of the Board based on these principals to allow for timely response.

At the January 9, 2018 Board meeting, Staff presented a draft legislative policy prepared based on direction from the previous Board meeting. The policy establishes the following guiding principles:

- Preserve local control
- Promote fiscal stability
- Support funding opportunities

The policy establishes the following procedure for taking a formal position:

- Whenever possible, the full Board of Directors should be given the opportunity to consider and adopt official positions formally before communication through letters or other means are prepared.

- In cases where urgent action is required, or when a Board of Directors meeting will not be held in time for the communication to be effective, communication on behalf of the District may still be sent if the following criteria is met:
 - Timing does not allow for full Board of Directors consideration.
 - The position is consistent with the Guiding Principles adopted as a part of this Policy.
 - The position is consistent with that of organizations to which the District is a member, such as ACWA.
 - The position and correspondence sent are communicated to the Board of Directors as soon as possible.
 - The position and correspondence have been reviewed and approved by the General Manager and the Board designated legislative liaison.

The policy requires that the Board designate one Director as the legislative liaison to review and approve legislative positions with the General Manager.

The policy also states that the District will not participate in, directly or indirectly, or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

The Board adopted the policy on January 9, 2018. At that time, the Board also designated Director Wadle as the legislative liaison.

DISCUSSION

At the Board meeting of March 9, 2019, Director Saunders raised concerns about the policy and requested that the Board review the policy and the role of the legislative liaison.

The Board reviewed the policy at the April 9, 2019 meeting and directed Staff to bring back a revised policy that provides for the selection of a Board Legislative Liaison. That change has been made and is reflected on the attached redline of the Adopted Legislative Policy, Attachment 1.

FISCAL IMPACT

There is no fiscal impact to the revision presented in this staff report. Adopting a policy that requires more frequent formal Board action will require more staff effort to prepare staff reports and prepare for Board meetings.

CEQA ASSESSMENT

This action is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached resolution approving the revised Guidelines for Developing Board Position on Proposed Legislation.

ALTERNATIVES

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

ATTACHMENTS

1. Redline of Adopted Legislative Policy
2. Staff Reports from November 14, 2017 and January 8, 2018
3. Resolution 2019-45

AGENDA ITEM 7.E.

Attachment 1

Redline of Adopted Legislative Policy

POLICY TITLE: **Guidelines for Developing Board Position on Proposed Legislation**

POLICY NUMBER: **3230**

PURPOSE:

The purpose of the policy is to guide District officials and staff in considering legislative or regulatory proposals and to allow for a timely response to legislative issues important to the District, including letters from the President to the Legislature and/or Congress consistent with this policy.

Policy:

The Board of Directors recognizes the need to protect Georgetown Divide Public Utility’s interests and local legislative authority and to identify various avenues to implement its strategic goals. It is the policy of the Georgetown Divide Public Utility District to proactively monitor and advocate for legislation as directed by the Guiding Principles and by the specific direction of the Board of Directors.

This Policy includes Board of Directors Guiding Principles and procedures for adopting and communicating official District positions on legislation, regulations, candidates for public office, or grant applications by or to other government bodies and for maintaining positive intergovernmental relations.

Guiding Principles:

Preserve Local Control

Preserve and protect the District’s powers, duties and prerogatives to enact legislation and policy direction concerning local affairs, and oppose legislation that preempts local authority. Local agencies should preserve and enhance authority and accountability for revenues raised and services provided.

Promote Fiscal Stability

Support measures that promote fiscal stability, predictability, and financial independence. Support measures that preserve the District’s revenue base and local control over local government budgeting, recognizing that economic cost is a determinate in considering the merits and/or impacts of any proposed legislation or regulation.

Oppose measures that make District’s more dependent on the County, State or Federal Governments for financial stability, such as mandated costs with no guarantee of local reimbursement or offsetting benefits. Oppose measures that shift local funds to the City, County, State or Federal Governments, without offsetting benefits.

Support Funding Opportunities

Support opportunities that allow the District to compete for its fair share of regional, state and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities could also include dedicated funding streams at the regional, state and federal

levels that allow the District to maximize local revenues, offset and leverage capital expenditures, and maintain District goals and standards.

Advocacy Process and Procedures:

It is the policy of the Georgetown Divide Public Utility District to proactively monitor and advocate for legislation as directed by the Guiding Principles and by the specific direction of the Board of Directors.

This process involves interaction with federal, state and local government entities both in regard to specific items of legislation and to promote positive ongoing intergovernmental relationships. Such ongoing positive relationships are fostered by ongoing participation and involvement by the Board of Directors and District staff in national, state, and regional organizations and through ongoing communications and cooperation with local legislators. Therefore, to the extent practical, involvement in such organizations or efforts is encouraged and supported by the District.

Monitoring legislation is also a shared function of the Board of Directors and District staff. Board Members can request consideration of legislative positions to be placed on the Board Meeting Agenda. District staff is responsible to provide periodic updates on legislative proposals and recommendations for official District positions. In providing the necessary information to the Board of Directors, staff shall include the following:

- A basic summary of the legislation;
- How the legislation may impact the District, including potential fiscal impacts;
- Positions taken by other bodies including the California Special Districts Association (CSDA), Association of California Water Agencies (ACWA), Mountain Counties Water Resources Association (MCWRA), other districts or local agencies, and/or other relevant professional or non-profit organizations; and
- Current status of the legislation.

Whenever possible, the full Board of Directors should be given the opportunity to consider and adopt official positions formally before communication through letters or other means are prepared. The President is authorized to sign letters on behalf of the Board of Directors once an official position is taken. Such communication should be in the form of letters unless other forms have been requested by a legislator or a body to which the District is a member, such as the ACWA.

For legislation, positions will generally be communicated initially to the author, the representative(s) of the District to the legislative body, and advocacy organizations to which the District belongs, such as the ACWA. As legislation progresses, further correspondence may be sent to pertinent legislative committee members, other legislators or to the Governor or President without additional action by the Board of Directors. Staff is responsible to provide periodic updates relating to the item once a position has been adopted by the Board of Directors.

Georgetown Divide Public Utility District | 2019 Policy Manual

In cases where urgent action is required, or when a Board of Directors meeting will not be held in time for the communication to be effective, communication on behalf of the District may still be sent if the following criteria is met:

- Timing does not allow for full Board of Directors consideration.
- The position is consistent with the Guiding Principles adopted as a part of this Policy.
- The position is consistent with that of organizations to which the District is a member, such as ACWA.
- The position and correspondence sent are communicated to the Board of Directors as soon as possible.
- The position and correspondence has been reviewed and approved by the General Manager and the Board designated legislative liaison.

In addition to official District positions on legislation, regulations or grant applications, individual District Board Members, the General Manager, and members of the District's Management Team (Department Directors) may take a position on such items and communicate regarding those positions so long as they clearly indicate that the letter reflects their individual position and is not the position of the Georgetown Divide Public Utility District.

In no case shall a member of District staff, in the course of their professional role, take or communicate a position which is contrary to an official position of the District. Copies of any communication from an individual Board Member or District staff member shall be provided to the full Board of Directors for information.

Board Designated Legislative Liaison

The Board shall appoint one Director to serve as their Board Legislative Liaison. As described above, the role of the Board Legislative Liaison shall be to review and approve District position and correspondence that is prepared by Staff in response to calls to action that require urgent response.

Candidates for Public Office

It is the policy of the Georgetown Divide Public Utility District not to participate in, directly or indirectly, or to intervene in (including by means of the publishing or distributing of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding these limitations, Georgetown Divide Public Utility District recognizes that individual Board Members and staff may wish to participate in the political process. Therefore, individual Board Members and staff may take a position on behalf of, or in opposition to, any candidate for public office and communicate regarding those positions so long as they clearly indicate that the position reflects their individual position and is not the position of the Georgetown Divide Public Utility District.

AGENDA ITEM 7.E.

Attachment 2

Staff Reports from November 14, 2017 and January 8, 2018

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF NOVEMBER 14, 2017
AGENDA ITEM NO. 6C**



AGENDA SECTION: NEW BUSINESS

SUBJECT: ADOPT A LEGISLATIVE POLICY

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

A blue ink signature of Steven Palmer, consisting of a stylized, flowing script that starts with a large loop and ends with a smaller loop.

BACKGROUND

Throughout the year, various groups such as Mountain Counties Water Resources Association (MCWRA), Association of California Water Agencies (ACWA), or California Special Districts Association (CSDA) will send out a call to action on a specific bill or issue that significantly impacts the Georgetown Divide Public Utility District (District). Formally letting policymakers aware of the District's position on legislation is necessary to impact policy decisions made by the State.

Frequently, these calls to action request the District to sign or send in a letter when a bill is set to be heard in the legislature; and there is very little time to submit the District's position. Currently when the District needs to take a position on a specific issue, the General Manager asks the Board to officially adopt a position on a case by case basis. This has resulted in the District being unable to formally take a position on issues due to the lead time required to hold a Board meeting and the Board to take formal action.

At previous Board meetings, Directors have indicated a desire to review the current practice and provide the General Manager with some ability to respond to calls to action without case by case Board action.

DISCUSSION

CSDA identifies four model policies for adopting positions on legislation. They are summarized below and included as Attachment 1.

Model Policy One: The General Manager or Designated Employee Adopt all Bill Positions

In this model the general manager, legislative staff or some other designated employee has the authority to write and sign position letters. This option is less formal, less procedural but more time efficient. Some districts do not allow general managers or legislative staff to send a letter of formal opposition or support without the approval of their board of directors.

Model Policy Two: The General Manager along with the Board President Adopt Bill Positions

This policy allows the general manager to take a position on a bill, but only with the approval of the board president. This model is implemented by districts that favor the expediency of model policy one, but would prefer the governing board to have some input on bill positions.

Model Policy Three: The Board of Directors/Trustees Adopt All Bill Positions

This is the model that is currently used by the District. It provides the greatest oversight by the Board, yet, it is less responsive to significant, spontaneous changes in the legislature.

Model Policy Four: General Manager Adopts Bill Positions Consistent With Policy Principles Set by Board of Directors/Trustees

This model gives staff the flexibility to adopt positions on legislation while allowing the board of directors/trustees to set policy principles to guide staff's action on bills. The board of directors/trustees pre-establishes various policy principles and, as long as the bill position fits within these principles, staff is authorized to take a position without board approval. For example, a district may adopt a policy principle that says the district will oppose any property tax redistribution formula that is not fair and equitable. A bill that proposes to change the property tax formula to shift dollars away from special districts would warrant an oppose position as this fits within the scope of the policy principle. If a policy principle is nonexistent or does not provide clear guidance, then the bill position shall be brought before the board of directors/trustees for a vote.

ANALYSIS

The model currently used by the District (Model Policy Three) does not allow the District to respond quickly to proposed legislation and calls to action. In order to respond more quickly, the Board needs to adopt a policy more consistent with one of the other CSDA models.

Each model provides a different level of oversight by the Board. Model One provides the General Manager with complete discretion on District position and response to legislative call to action. Model Two also allows the General Manager to take a position, with oversight and approval by the Board President. Model Four allows the General Manager to take a position as long as it is consistent with Board adopted policy principles. In the case of Model Four, the Board would need to adopt policy principles as guidance for the General Manager when responding to upcoming legislation.

The General Manager is seeking direction from the Board as to which Model Policy is preferred. The General Manager will then develop a legislative policy for the Board to adopt by resolution at a future Board meeting.

FISCAL IMPACT

There is no fiscal impact to adopting a legislative policy. Adopting a policy that requires less frequent formal Board action will require less staff effort to prepare staff reports and prepare for Board meetings.

CEQA ASSESSMENT

This action is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) by motion action provide the General Manager with direction to develop a legislative policy for adoption by the Board at a future meeting.

ATTACHMENTS

1. CSDA Model Policies for Adopting Positions on State Legislation



**California Special
Districts Association**

Districts Stronger Together

MODEL POLICIES FOR ADOPTING POSITIONS ON STATE LEGISLATION

Throughout the year, CSDA will send out a *Call to Action* on a specific bill or issue that significantly impacts the special district community. Likewise, a special district may choose to take a position on a piece of legislation that specifically impacts its services in a positive or negative way.

Formally registering your district's position on legislation is a fundamental step in order to impact policy decisions made in Sacramento.

Top five reasons to weigh in on state legislation:

1. TELL YOUR STORY.

Will your district be unable to start a new project because of a bill or be forced to spend more money to meet a new state mandate? Lawmakers are interested in hearing your story and understanding how a piece of legislation would impact your district.

2. CONSTITUENTS MATTER.

Legislators are particularly interested in knowing what their constituents think about bills or other policy decisions before casting a vote. Remember *your* constituents are also your legislator's constituents and legislators are ultimately responsible to those that elect them.

3. SHARE YOUR EXPERTISE.

In 2011, the legislature sent the least amount of bills, 870, to the governor's desk. In 1990, the legislature sent the most bills, 2,143, to the governor's desk. Whether it's a few hundred or a few thousand, lawmakers are voting on far more bills than they may have specialized knowledge on. Special districts should take the opportunity to serve as experts on the bills that affect them and help lawmakers understand the impact of pending legislation.

4. POWER IN NUMBERS.

There are 2,160 independent special districts in California. If every district sent a position letter on a bill that impacted special districts, imagine the effect it could have.

5. ACT BEFORE IT'S TOO LATE.

Special districts are on the frontline implementing policies created by the legislature. Let lawmakers know what a bill means to your district *before* the bill is signed into law.

Establishing a district policy

Response time is important once CSDA sends out a *Call to Action*. CSDA may ask that districts send in a letter when a bill is set to be heard in committee or on the Assembly or Senate Floor. In those cases, districts may not have significant time to submit their position formally. Having a process in place for adopting a position on state legislation will shorten response time and ensure that your district's voice is heard!

In setting a policy on how your district adopts positions on bills, the process should specify who is authorized to sign the position letter. CSDA typically provides sample template letters on *Call to Action* bills. Districts simply need to add a sentence about what their district does and how the bill will specifically impact their district.

This document suggests four different model policies that districts may choose to adopt, dependent on your district's preference. Whether your district adopts one of the four model policies outlined below or some variation

of these policies, it is most important to adopt a policy that is manageable, consistent and tailored to the specific needs and culture of your district.

Model Policy One: *The General Manager or Designated Employee Adopt all Bill Positions*

Often, the general manager, legislative staff or some other designated employee has the authority to write and sign position letters. This option is less formal, less procedural but more time efficient. However, this option is not used by all districts. Some districts do not allow general managers or legislative staff to send a letter of formal opposition or support without the approval of their board of directors/trustees.

Pros:

- A legislator can change the content of a bill in a matter of days and letters need to be sent out as quickly as possible in order to let the legislature know where your district stands.
- Certain bills are obviously detrimental or beneficial to your district and a position may not require a time consuming process.

Cons:

- The governing board does not have an active role in the deliberation of bill positions.

In cases where the general manager or other designated employee has the authority to adopt a position on a bill, follow these basic steps:

1. Identify bill through CSDA *Call to Action*.
2. Review bill and determine impact of the bill on your district.
3. Draft letter or use CSDA sample template letter.
4. Include facts, stats, examples and cost estimates when possible. (See page 15 of the *CSDA Grassroots Advocacy Guide* for "Keys to Successful Letters".)
5. Designated district employee/official signs letter and provides copies to the board of directors/trustees, per district's policies.

Model Policy Two: *The General Manager along with the Board President Adopt Bill Positions*

For districts that favor the expediency of model policy one, but would prefer the governing board to have some input on bill positions, model policy two may be appropriate. This policy allows the general manager to adopt bill positions, but only with the approval of the board president.

Pros:

- Quicker response time, as full board approval in a regularly scheduled meeting is not required.
- Board president can provide a board of directors/trustees point-of-view as bill positions are finalized.

Cons:

- The full governing board does not have an active role in the deliberation of bill positions.

In cases where the general manager needs the board president's approval to adopt a position on a bill, follow these basic steps:

1. Identify bill through CSDA *Call to Action*.
2. Review bill and determine impact of the bill on your district.
3. Draft letter or use CSDA sample template letter.
4. Include facts, stats, examples and cost estimates when possible. (See page 15 of the *CSDA Grassroots Advocacy Guide* for "Keys to Successful Letters".)
5. General manager and Board President, or one official with the consent of the other, signs letter and provides copies to the board of directors/trustees, per district's policies.

Model Policy Three: *The Board of Directors/Trustees Adopt All Bill Positions*

This option provides the greatest oversight, yet, it is less responsive to significant, spontaneous changes in the legislature.

Pros:

- Most thorough.
- The board has the ultimate and greatest influence in decision making for the district.
- The governing body is fully aware of all legislative actions affecting their district.

Cons:

- District boards that do not meet frequently may find this method does not allow the opportunity to weigh in on important legislation in a timely fashion.

In cases where only the board of directors/trustees has the authority to adopt a position on a bill, follow these basic steps:

1. Identify bill through CSDA *Call to Action*.
2. Review bill and determine impact of the bill on your district.
3. The general manager or legislative staff adds bill to the agenda for the next board meeting.
4. The board of directors/trustees vote to adopt a position on the bill.
5. Draft letter or use CSDA sample template letter.
6. Include facts, stats, examples and cost estimates when possible. (See page 15 of the *CSDA Grassroots Advocacy Guide* for "Keys to Successful Letters".)
7. Designated district employee/official signs letter and provides copies to the board of directors/trustees, per district's policies.

Model Policy Four: *General Manager Adopts Bill Positions Consistent With Policy Principles Set by Board of Directors/Trustees*

This policy gives staff the flexibility to adopt positions on legislation while allowing the board of directors/trustees to set policy principles to guide staff's action on bills. The board of directors/trustees pre-establishes various policy principles and, as long as the bill position fits within these principles, staff is authorized to take a position without board approval. For example, a district may adopt a policy principle that says the district will oppose any property tax redistribution formula that is not fair and equitable. A bill that proposes to change the property tax formula to shift dollars away from special districts would warrant an oppose position as this fits within the scope of the policy principle. If a policy principle is nonexistent or does not provide clear guidance, then the bill position shall be brought before the board of directors/trustees for a vote.

Pros:

- Offers both board oversight and the ability to give a quick response in certain circumstances.
- Provides general managers the tools to take action on legislation that fit within the board's policies.

Cons:

- Some bills may not fit within the scope of adopted policy principles, which would cause bill positions to go through the lengthy board approval process.

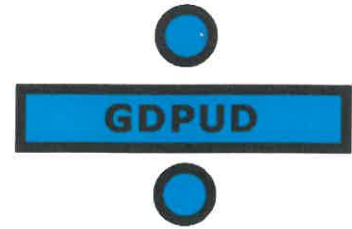
In cases where the bill fits within the established policy principles follow the steps provided in **model policy one**.

In cases where the bill does not fit within the policy principles, follow the steps provided in **model policy three**.

Staff should regularly review district policy principles and bring additional and amended principle recommendations before the board of directors/trustees for review and approval.

As noted above, CSDA provides template letters to districts when a *Call to Action* is sent out. For information on writing a support/opposition letter on a bill of interest and keys to successful letter writing, please see the *CSDA Grassroots Advocacy Guide*, available at csda.net or by calling toll-free 877.924.2732.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JANUARY 9, 2018
AGENDA ITEM NO. 7E**



AGENDA SECTION: NEW BUSINESS

SUBJECT: ADOPT A LEGISLATIVE POLICY

PREPARED BY: Christina Cross, Management Analyst

APPROVED BY: Steven Palmer, PE, General Manager

Handwritten initials in blue ink, consisting of two overlapping loops, likely representing the initials of the preparer or approver.

BACKGROUND

Throughout the year, various groups such as Mountain Counties Water Resources Association (MCWRA), Association of California Water Agencies (ACWA), or California Special Districts Association (CSDA) will send out a call to action on a specific bill or issue that significantly impacts the Georgetown Divide Public Utility District (District). Formally letting policymakers aware of the District's position on legislation is necessary to impact policy decisions made by the State.

Frequently, these calls to action request the District to sign or send in a letter when a bill is set to be heard in the legislature; and there is very little time to submit the District's position. Currently when the District needs to take a position on a specific issue, the General Manager asks the Board to officially adopt a position on a case by case basis. This has resulted in the District being unable to formally take a position on issues due to the lead time required to hold a Board meeting and the Board to take formal action.

At previous Board meetings, Directors have indicated a desire to review the current practice and provide the General Manager with some ability to respond to calls to action without case by case Board action.

DISCUSSION

At the Board meeting of November 14, 2017, Staff was directed to set policy principals for the Board's review authorizing the General Manager and a designated Board member to act on legislation and other policy proposals on behalf of the Board based on these principals to allow for timely response.

Attachment 1 is a draft legislative policy prepared based on direction from the previous Board meeting. The policy establishes the following guiding principles:

- Preserve local control

- Promote fiscal stability
- Support funding opportunities

The policy establishes the following procedure for taking a formal position:

- Whenever possible, the full Board of Directors should be given the opportunity to consider and adopt official positions formally before communication through letters or other means are prepared.
- In cases where urgent action is required, or when a Board of Directors meeting will not be held in time for the communication to be effective, communication on behalf of the District may still be sent if the following criteria is met:
 - Timing does not allow for full Board of Directors consideration.
 - The position is consistent with the Guiding Principles adopted as a part of this Policy.
 - The position is consistent with that of organizations to which the District is a member, such as ACWA.
 - The position and correspondence sent are communicated to the Board of Directors as soon as possible.
 - The position and correspondence has been reviewed and approved by the General Manager and the Board designated legislative liaison.

The policy requires that the Board designate one Director as the legislative liaison to review and approve legislative positions with the General Manager.

The policy also states that the District will not participate in, directly or indirectly, or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

FISCAL IMPACT

There is no fiscal impact to adopting a legislative policy. Adopting a policy that requires less frequent formal Board action will require less staff effort to prepare staff reports and prepare for Board meetings.

CEQA ASSESSMENT

This action is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt a resolution approving the Legislative Action Policy and by motion action designate a Director as the legislative liaison.

ATTACHMENTS

1. Proposed Legislative Action Policy
2. Resolution

Georgetown Divide Public Utility District **2018** Policy Manual

POLICY TITLE: **Guidelines for Developing Board Position on
Proposed Legislation**

POLICY NUMBER: **3230**

PURPOSE:

The purpose of the policy is to guide District officials and staff in considering legislative or regulatory proposals and to allow for a timely response to legislative issues important to the District, including letters from the President to the Legislature and/or Congress consistent with this policy.

Policy:

The Board of Directors recognizes the need to protect Georgetown Divide Public Utility's interests and local legislative authority and to identify various avenues to implement its strategic goals. It is the policy of the Georgetown Divide Public Utility District to proactively monitor and advocate for legislation as directed by the Guiding Principles and by the specific direction of the Board of Directors.

This Policy includes Board of Directors Guiding Principles and procedures for adopting and communicating official District positions on legislation, regulations, candidates for public office, or grant applications by or to other government bodies and for maintaining positive intergovernmental relations.

Guiding Principles:

Preserve Local Control

Preserve and protect the District's powers, duties and prerogatives to enact legislation and policy direction concerning local affairs, and oppose legislation that preempts local authority. Local agencies should preserve and enhance authority and accountability for revenues raised and services provided.

Promote Fiscal Stability

Support measures that promote fiscal stability, predictability, and financial independence. Support measures that preserve the District's revenue base and local control over local government budgeting, recognizing that economic cost is a determinate in considering the merits and/or impacts of any proposed legislation or regulation.

Oppose measures that make District's more dependent on the County, State or Federal Governments for financial stability, such as mandated costs with no guarantee of local reimbursement or offsetting benefits. Oppose measures that shift local funds to the City, County, State or Federal Governments, without offsetting benefits.

Support Funding Opportunities

Support opportunities that allow the District to compete for its fair share of regional, state and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities could also include dedicated funding streams at the regional, state and federal

levels that allow the District to maximize local revenues, offset and leverage capital expenditures, and maintain District goals and standards.

Advocacy Process and Procedures:

It is the policy of the Georgetown Divide Public Utility District to proactively monitor and advocate for legislation as directed by the Guiding Principles and by the specific direction of the Board of Directors.

This process involves interaction with federal, state and local government entities both in regard to specific items of legislation and to promote positive ongoing intergovernmental relationships. Such ongoing positive relationships are fostered by ongoing participation and involvement by the Board of Directors and District staff in national, state, and regional organizations and through ongoing communications and cooperation with local legislators. Therefore, to the extent practical, involvement in such organizations or efforts is encouraged and supported by the District.

Monitoring legislation is also a shared function of the Board of Directors and District staff. Board Members can request consideration of legislative positions to be placed on the Board Meeting Agenda. District staff is responsible to provide periodic updates on legislative proposals and recommendations for official District positions. In providing the necessary information to the Board of Directors, staff shall include the following:

- A basic summary of the legislation;
- How the legislation may impact the District, including potential fiscal impacts;
- Positions taken by other bodies including the California Special Districts Association (CSDA), Association of California Water Agencies (ACWA), Mountain Counties Water Resources Association (MCWRA), other districts or local agencies, and/or other relevant professional or non-profit organizations; and
- Current status of the legislation.

Whenever possible, the full Board of Directors should be given the opportunity to consider and adopt official positions formally before communication through letters or other means are prepared. The President is authorized to sign letters on behalf of the Board of Directors once an official position is taken. Such communication should be in the form of letters unless other forms have been requested by a legislator or a body to which the District is a member such as the ACWA.

For legislation, positions will generally be communicated initially to the author, the representative(s) of the District to the legislative body, and advocacy organizations to which the District belongs, such as the ACWA. As legislation progresses, further correspondence may be sent to pertinent legislative committee members, other legislators or to the Governor or President without additional action by the Board of Directors. Staff is responsible to provide periodic updates relating to the item once a position has been adopted by the Board of Directors.

Georgetown Divide Public Utility District | 2018 Policy Manual

In cases where urgent action is required, or when a Board of Directors meeting will not be held in time for the communication to be effective, communication on behalf of the District may still be sent if the following criteria is met:

- Timing does not allow for full Board of Directors consideration.
- The position is consistent with the Guiding Principles adopted as a part of this Policy.
- The position is consistent with that of organizations to which the District is a member, such as ACWA.
- The position and correspondence sent are communicated to the Board of Directors as soon as possible.
- The position and correspondence has been reviewed and approved by the General Manager and the Board designated legislative liaison.

In addition to official District positions on legislation, regulations or grant applications, individual District Board Members, the General Manager, and members of the District's Management Team (Department Directors) may take a position on such items and communicate regarding those positions so long as they clearly indicate that the letter reflects their individual position and is not the position of the Georgetown Divide Public Utility District.

In no case shall a member of District staff, in the course of their professional role, take or communicate a position which is contrary to an official position of the District. Copies of any communication from an individual Board Member or District staff member shall be provided to the full Board of Directors for information.

Candidates for Public Office

It is the policy of the Georgetown Divide Public Utility District not to participate in, directly or indirectly, or to intervene in (including by means of the publishing or distributing of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding these limitations, Georgetown Divide Public Utility District recognizes that individual Board Members and staff may wish to participate in the political process. Therefore, individual Board Members and staff may take a position on behalf of, or in opposition to, any candidate for public office and communicate regarding those positions so long as they clearly indicate that the position reflects their individual position and is not the position of the Georgetown Divide Public Utility District.

RESOLUTION NO. 2018-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
ADOPTING A POLICY FOR DEVELOPING
THE BOARD'S POSITION ON PROPOSED LEGISLATION

WHEREAS, throughout the year, the Georgetown Public Utility District ("District") receives a call to action from various groups such as the Association of California Water Agencies (ACWA), the California Special Districts Association (CSDA), and Mountain Counties Water Resources Association (MCWRA) on legislative and policy issues that could significantly impact the District;

WHEREAS, formally informing policymakers of the District's position on legislation is important and necessary to impact policy decisions made by the State; and

WHEREAS, the District desires to review the current practice and establish a policy for developing the Board's position on proposed legislation and policies to allow for timely and meaningful response to these calls for action; and

WHEREAS, the Legislative Policy, dated January 9, 2018, was presented to and reviewed by the Board on January 9, 2018.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors of the Georgetown Divide Public Utility District adopts Policy 3230, Action on Proposed Legislation, attached to this Resolution as Exhibit A.

PASSED AND ADOPTED on this 9th day of January 2018, by the following vote:

AYES:

Halpin, Manschild, Souza, Uso, Wadde

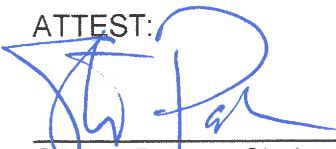
NOES:

ABSENT:



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

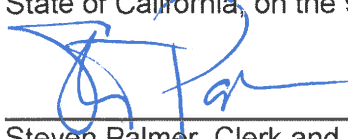
ATTEST:



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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-06, 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 9th day of January 2018.



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

AGENDA ITEM 7.E.

Attachment 3

Resolution

RESOLUTION NO. 2019-45
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
ADOPTING A REVISED POLICY FOR DEVELOPING
THE BOARD'S POSITION ON PROPOSED LEGISLATION

WHEREAS, the Legislative Policy, dated January 9, 2018, was presented, reviewed, and adopted by the Board on January 9, 2018; and

WHEREAS, the Board desires to revise the Policy to specifically provide for the selection of a Board Legislative Liaison; and

WHEREAS, a Revised Policy was presented to and reviewed by the Board on July 11, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT adopts Revised Policy 3230, Action on Proposed Legislation, attached to this Resolution as Exhibit A.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 11th day of July 2019, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-45 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 11th day of July 2019.

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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF July 11, 2019
AGENDA ITEM NO. 7.F.**

GDPUD

AGENDA SECTION: NEW BUSINESS

**SUBJECT: AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
WITH NEXGEN UTILITY MANAGEMENT, INC., TO INCREASE
CONSTRUCTION MANAGEMENT AND INSPECTION BUDGET**

PREPARED BY: George Sanders, Engineering Consultant

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

On March 14, 2017, the Georgetown Divide Public Utility District Board of Directors authorized the General Manager to execute a Professional Services Agreement with NEXGEN Utility Management ("NEXGEN") to provide Construction Management and Inspection Services for the Auburn Lake Trails Water Treatment Plant Project, for an amount not to exceed \$650,000.

The project construction activities commenced on March 13, 2017. On May 1, 2017 the District executed a contract with NEXGEN (Attachment 1), for construction and management services in an amount not to exceed \$650,000. During the period from March 13 to May 1, 2017, the construction management and inspection services were performed by District Staff under the supervision of George Sanders, Engineering Consultant. On February 12, 2019, the Board of Directors approved Amendment 1 (Attachment 2) increasing the amount by \$77,780. On May 14, 2019, the Board of Directors approved Amendment 2 (Attachment 3) increasing the amount by \$66,800. The current contract amount, including amendments 1 & 2 is \$794,580.

DISCUSSION

The current contract with NEXGEN is billed on a time and materials basis and assumed the Project would be complete by the end of December 2018. Amendments 1 and 2 increased the budget to allow for an extension of services. The remaining balance under that contract, after payment of the most recent invoice, dated June 30, 2019, is \$3,816.

NEXGEN has provided continuous construction management and inspection services for this project over the past 26 months. The benefits of retaining the services of NEXGEN through the end of construction are significant from the standpoint of general project knowledge and overall continuity in inspection services.

NEXGEN has submitted a proposal (Attachment 4) identifying additional costs in the amount of \$24,480 associated with extending the schedule. These additional services are based on a schedule which assumes completion of the project in late July or early August. Under this amendment the District would be billed on a time and materials basis for the services needed.

FISCAL IMPACT

This action would result in an expenditure of for Construction Management and Inspection Services in an amount not to exceed \$24,480. (See Attachment 5.) This expenditure is included in the ALTWTP Project budget.

CEQA ASSESSMENT

A Mitigated Negative Declaration was adopted by the Board on April 12, 2016.

RECOMMENDED ACTION

Staff recommends that the Board of Directors of the Georgetown Divide Public Utility District adopt Resolution 2019-46 (Attachment 6) authorizing the General Manager to execute Contract Amendment Three to the Professional Services Agreement with NEXGEN Utility Management in the amount of \$24,480.

ALTERNATIVES

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

ATTACHMENTS

1. Professional Services Agreement with NEXGEN Utility Management, Inc.
2. NEXGEN Contract Amendment One
3. NEXGEN Contract Amendment Two
4. NEXGEN Proposal for Contract Amendment Three
5. NEXGEN Contract Amendment Three (Proposed)
6. Resolution 2019- 46

AGENDA ITEM 7.F.

Approve NEXGEN Amendment

Attachment 1

PSA with NEXEN Utility Management Inc.

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH NEXGEN UTILITY MANAGEMENT, INC.
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES,
AUBURN LAKE TRAILS WATER TREATMENT PLANT PROJECT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of May 2017, (the "Effective Date") by and between the Georgetown Divide Public Utilities District, a California Public Utilities District ("District"), and NEXGEN Utility Management, Inc., a California Corporation ("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 associated with the construction management, together with portions of construction inspection, for the Auburn Lake Trails Water Treatment Plant Project (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 per the rate schedule included in the scope of proposed consultant services attached hereto as **Exhibit B** (the "Rates").

D. A copy of District's request for proposal entitled "Construction Management and Inspection Services Auburn Lake Trails Water Treatment Plant Project" is incorporated into this agreement and attached hereto as **Exhibit C** (the "RFP").

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 21 of this Agreement, Section 1 through 21 shall prevail.

2. Consulting Services. Consultant agrees, during the term of this Agreement, to perform the Services for the 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**, as full remuneration for the performance of the Services. Consultant agrees to maintain a

log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

4. Term. This Agreement shall become effective once all of the Parties have executed the Agreement (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").

5. 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.

6. Termination for Cause. Notwithstanding Section 6 above, this Agreement may be terminated by the 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.

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

8. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. Recipient shall have at least fourteen (14) days to cure the breach. If District cancels this Agreement for breach and it is subsequently determined that Contractor did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by District shall be deemed, and treated, as termination for convenience.

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

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

In the event of cancellation by either Party, copies of all finished or unfinished work shall become the property of District.

9. 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.

10. Performance by Key Employee. Consultant has represented to District that Dan Rich 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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: NEXGEN Utility Management, Inc.
4010 Lennane Drive
Sacramento, CA 95834
Attention: Dan Rich, PE, Principal-In-Charge

21. 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 supersedes 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 Palmer, General Manager

Date: 4/20/17

CONSULTANT:

NEXGEN Utility Management, Inc.,
a California Corporation

By: 
Name: Dan Rich

Date: 4-18-17

Approved as to Form:

Barbara A. Brenner, General Counsel

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 Palmer, General Manager

Date: 4/20/17

CONSULTANT:

NEXGEN Utility Management, Inc.,
a California Corporation

By: 
Name: Dan Rich, P.E.

Date: 4-18-17

Approved as to Form:

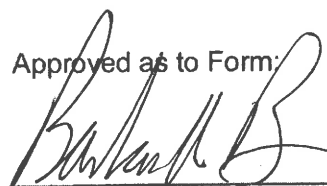

Barbara A. Brenner, General Counsel

EXHIBIT A – Services

NEXGEN will provide construction management and inspection services through the course of the Auburn Lake Trails Water Treatment Plant Construction Project (“Project”). Scope of work includes:

- **Project Management and Coordination.** Coordinate activities of the District, Design Engineer, and Contractor through the course of the Project. Oversee Contractor progress and enforce the Contract Documents.
- **Recommendations with Respect to Defective Work.** Provide recommendations to the District that the Contractor’s work be disapproved and rejected while it is in progress if, on the basis of such observations, such work will not produce a completed Project that conforms generally to the Contract Documents.
- **Clarifications and Interpretations.** Respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to District as appropriate to the orderly completion of Contractor’s work. Any orders authorizing variations from the Contract Documents will be made by the District.
- **Change Orders.** Provide recommendations on Change Orders to the District, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- **Submittal Database.** Establish a database to track submittals and the status of each. The submittals will be logged and reviewed by the Construction Manager for completeness, then immediately forwarded to the Design Engineer for review.
- **Shop Drawings and Samples.** Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- **Substitutes and “or-equal.”** Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

- **Disagreements between District and Contractor.** At the request of the District, render written decision on all claims of District and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, we shall be fair and not show partiality to District or Contractor and shall not be liable in connection with any decision rendered in good faith.
- **Contractor Billing.** Request monthly progress payment estimates from the Contractor, detailed in terms of the schedule of values and tied to a cost loaded schedule as required by the Contract Documents. Once reviewed and accepted, the payment request will be forwarded to the District.
- **Construction Site Safety.** Review construction site safety and relay information to District staff. Meetings will be held, as necessary, at the project site with the Contractor and with selected District personnel to review the Contractor's safety procedures and discuss any safety issues. Prepare agendas for the progress meetings.
- **Onsite Inspection.** Photo-document existing conditions, monitor and inspect the progress of the work, and review Contractor's documentation of as-built conditions. Include structural and electrical inspections.
- **Coordinate Surveying, Materials Testing, and Specialty Materials Testing.** Determine the need for and coordinate the surveyors, materials testing for earthwork, and concrete testing. The actual surveying and testing will be by others, contracted directly to the District. Work with the Youngdahl Group to schedule and determine the need for earthwork inspections, including soil compaction testing, testing of stockpiled soil, concrete break strength and batch confirmation, specialty weld inspections, and special coating inspections.
- **Inspection Logs.** Complete daily inspection logs of all work on the Project. We will review labor compliance and maintain project records.
- **CEQA Compliance.** Work with the District and Foothill Associates to coordinate required surveys, BMPs, SWPPP development and other mitigation measures identified in the Project's CEQA document.
- **Compile Record Drawings.** Compile and submit to the Design Engineer all confirmed changes documented by the Contractor during construction needed for the preparation of record drawings.
- **Oversee Facilities Acceptance Testing and Start-up.** Provide final testing and inspection of staged improvements and attend all operations and maintenance demonstrations.

- ***Prepare Quarterly and Final Construction Reports.*** Prepare quarterly Status Reports required by the SRF Loan. Following the filing of the Notice of Completion, prepare a Final Construction Report which will include all database summary logs of the construction, and a summary of the construction activities.

EXHIBIT B – Fee Schedule

Construction Management & Inspection Budget

Name, Role	D Rich, PE Electrical	Joe D, PE C M	RITBD (if needed)	J Pollett, PE Electrical	B Friederichs, PE Structural	M Lee, PE SRF Adm	Admin	TOTAL HOURS
Billing Rate	\$190	\$170	\$140	\$150	\$150	\$120	\$70	
Task 1 - Project Management	236					172	100	508
Task 2 - Construction Management & Inspection(a)		2880						2880
Task 3 - Materials & Special Inspection					96			96
Task 4 - Electrical Testing and Inspection				400				400
Total Hours	236	2880		400	96	172	100	3,884
Total Labor Cost	\$44,840	\$489,600		\$60,000	\$14,400	\$20,640	\$7,000	\$636,480
VPM CM Software Monthly Fee (\$750/month)								\$13,500
Total Project Budget								\$649,980

(a) Budget is based on a 360-working day project duration. The level of effort will be adjusted based on project schedule and diligence of contractor.

AGENDA ITEM 7.F.

Approve NEXGEN Amendment

Attachment 2

Amendment No. 1

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CONTRACT AMENDMENT ONE

TO PROFESSIONAL SERVICES AGREEMENT
WITH NEXGEN UTILITY MANAGEMENT, INC.
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
AUBURN LAKE TRAILS WATER TREATMENT PLANT PROJECT

The Professional Services Agreement previously entered into between the Georgetown Divide Public Utility District ("District) and NEXGEN Utility Management, Inc., (Consultant) on May 1, 2017, is hereby amended as follows:

Period of Performance

The project completion date has been moved from January 2019 to the end of March 2019. This Contract Amendment is based on a 53 working day period between mid-February to the end of April 2019.

Compensation and Method of Payment

The original contract agreement provides for billing on a time and materials basis for inspection and support services over a 360-work day project period.

The proposed additional services listed in the correspondence dated January 22, 2019, from the Consultant to the District, herein after referred to as Attachment 1. The table below provides the expected level of effort and budget negotiated by the District for this Contract Amendment:

Classification	Principal	Construction Management	Administrative	Expenses (b)	Total Budget
Billing Rate	190	170	70		
Hours (a)	15	424	10		
Labor Costs	\$2,850	\$72,080	\$700	\$2,250	\$77,800

(a) Budget based on 53 working days between mid-February to end of April 2019.

(b) Allowance for project-related expenses to be approved by district prior to use.

Payment for the additional services rendered shall be made on a time and materials basis with invoices submitted monthly. Invoicing must identify the specific tasks, personnel classification, number of hours, and receipts for required outside expenses (if applicable).

Remainder of Contract Provisions

Except as specified above, all other provisions as contained in the original contract agreement shall remain in force.

Board Approval

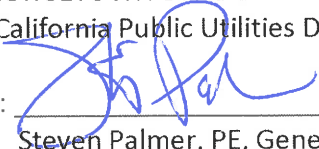
The Georgetown Divide Public Utility District Board of Directors approved Contract Amendment One at a regular meeting held on February 12, 2019, with the adoption of Resolution 2019-xx.

IN WITNESS THEREOF, this Contract Amendment One is executed as of the date(s) shown below:

DISTRICT:

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT,
A California Public Utilities District

By: _____


Steven Palmer, PE, General Manager


Date: _____



CONSULTANT:

NEXGEN Utility Management, Inc.,
A California Corporation

By: _____


Dan Rich, P.E., Vice-President

Date: _____



AGENDA ITEM 7.F.

Approve NEXGEN Amendment

Attachment 3

Amendment No. 2

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CONTRACT AMENDMENT TWO

**TO PROFESSIONAL SERVICES AGREEMENT
WITH NEXGEN UTILITY MANAGEMENT, INC.
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
AUBURN LAKE TRAILS WATER TREATMENT PLANT PROJECT**

The Professional Services Agreement previously entered into between the Georgetown Divide Public Utility District ("District") and NEXGEN Utility Management, Inc., (Consultant) on May 1, 2017, together with Contract Amendment One, executed on February 27, 2019, is hereby amended as follows:

Period of Performance

The original contract agreement estimated a project period of 360 work days. The project completion date, as identified within Contract Amendment One, added 53 work days with an estimated end date of March 2019. Multiple on-going construction activities make it difficult to accurately identify the final project completion date at this time. For the purposes of this Contract Amendment the project completion date has been identified as mid-July 2019. This Contract Amendment is based on a 48 working day period occurring in May, June, and a portion of July 2019.

Compensation and Method of Payment

The proposed additional services under Contract Amendment Two are listed in that correspondence dated April 16, 2019, from the Consultant to the District, hereinafter referred to as Attachment 1 to this document. The table below provides the expected level of effort and budget negotiated by the District for this Contract Amendment:

Classification	Principal	Construction Management	PE	Expenses (b)	Total Budget
Billing Rate	190	170	150		
Hours (a)	20	220	164		
Labor Costs	\$3,800	\$37,400	\$24,600	\$1,000	\$66,800

(a) Budget based on 45 working days occurring in May, June, and part of July 2019.

(b) Allowance for project-related expenses to be approved by district prior to use.

Payment for the additional services rendered shall be made on a time and materials basis with invoices submitted monthly. Invoicing must identify the specific tasks, personnel classification, number of hours, and receipts for required outside expenses (if applicable).

Remainder of Contract Provisions

Except as specified above, all other provisions as contained in the original contract agreement shall remain in force.

Board Approval

The Georgetown Divide Public Utility District Board of Directors approved Contract Amendment One at a regular meeting held on May 14, 2019, with the adoption of Resolution 2019-33.

IN WITNESS THEREOF, this Contract Amendment TWO is executed as of the date(s) shown below:

DISTRICT:

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT,
A California Public Utilities District

By: 
Steven Palmer, PE, General Manager

Date: 5/15/19

CONSULTANT:

NEXGEN Utility Management, Inc.,
A California Corporation

By: 
Dan Rich, P.E., Vice-President

Date: 5-7-19

AGENDA ITEM 7.F.

Approve NEXGEN Amendment

Attachment 4

NEXGEN Proposal for Amendment No. 3

June 30, 2019

Mr. George Sanders, P.E.
Georgetown Divide Public Utility District
P.O. Box 4240,
Georgetown CA 95634



Dear Mr. Sanders:

Subject Proposed Contract Amendment Three the Construction Management and Inspection Services at the Auburn Lakes Trails Water Treatment Plant

NEXGEN has an existing contract with the District for Construction Management and Inspection Services at the Auburn Lakes Trails Water Treatment Plant Upgrade Project (Project). That agreement was amended on January 22, 2019 for a not to exceed time and materials based budget of \$727,780 and amended again on May 14, 2019 for a not to exceed budget of \$794,580. Current schedule assumes completion of the project in Late July or early August. We would expect our level of effort onsite to be reduced to "as needed" as punch list items are addressed. We have estimated that effort at around 19 working days (144 hours) As we have under our current authorization, we would only invoice the District for hours actually worked on the job.

The table below provides our expected level of effort for Contract Amendment Three

	Principal	CM	PE	Total
Billing Rate	190	170	150	Budget
Hours (a)		144		
Labor Cost		\$ 24,480		\$ 24,480
(a) Budget based on 19 working days				

Please contact me if I can answer any questions regarding this proposal. Thank you for the opportunity to continue to serve the District on this important project.

NEXGEN Utility Management

Daniel Rich

Dan Rich, P.E.
Vice-President
T 916-779-7301 | drich@nexgenum.com |
Main Office Address: 4010 Lennane Drive, Sacramento, CA, 95834

AGENDA ITEM 7.F.

Approve NEXGEN Amendment

Attachment 5

Amendment No. 3 (Proposed)

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CONTRACT AMENDMENT THREE

**TO PROFESSIONAL SERVICES AGREEMENT
WITH NEXGEN UTILITY MANAGEMENT, INC.
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
AUBURN LAKE TRAILS WATER TREATMENT PLANT PROJECT**

The Professional Services Agreement previously entered into between the Georgetown Divide Public Utility District (“District) and NEXGEN Utility Management, Inc., (Consultant) on May 1, 2017, together with Contract Amendment One executed February 27, 2019 and Contract Amendment Two executed May 14, 2019, is hereby amended as follows:

Period of Performance

The original contract agreement provided for billing on a time and materials basis for inspection and support services over a 360 working day period. The work identified under Contract Amendment One added another 53 working days of construction oversight. Contract Amendment Two added an additional 48 working days of construction oversight. This Contract Amendment Three add another 18 working days (144 hours) of construction oversight.

Compensation and Method of Payment

The proposed additional services listed in the correspondence dated June 30, 2019, from the Consultant to the District, herein after referred to as Attachment 1. The table below provides the expected level of effort and budget negotiated by the District for this Contract Amendment:

Classification	Principal	Construction Manager	Engineer	Total Budget
Billing Rate	190	170	150	
Hours (a)		144		
Labor Costs		\$24,480		\$24,480

(a) Budget based on 18 working days

Payment for the additional services rendered shall be made on a time and materials basis with invoices submitted monthly. Invoicing must identify the specific tasks, personnel classification, number of hours, and receipts for required outside expenses (if applicable).

Remainder of Contract Provisions

Except as specified above, all other provisions as contained in the original contract agreement shall remain in force.

Board Approval

The Georgetown Divide Public Utility District Board of Directors approved Contract Amendment Three at a regular meeting held on _____, 2019, with the adoption of Resolution 2019-xx.

IN WITNESS THEREOF, this Contract Amendment Three is executed as of the date(s) shown below:

DISTRICT:

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT,
A California Public Utilities District

By: _____
Steven Palmer, PE, General Manager

Date: _____

CONSULTANT:

NEXGEN Utility Management, Inc.,
A California Corporation

By: Dan Rich
Dan Rich, P.E., Vice-President

Date: 6-30-19

AGENDA ITEM 7.F.

Approve NEXGEN Amendment

Attachment 6

Resolution 2019-46

RESOLUTION NO. 2019-46
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH NEXGEN UTILITY MANAGEMENT, INC.

WHEREAS, the Georgetown Public Utility District (“District”) Board of Directors (“Board”) authorized the General Manager to execute a Professional Services Agreement with NEXGEN Utility Management, Inc. (“NEXGEN”) on March 14, 2017; and

WHEREAS, the Professional Services Agreement was entered between the District and NEXGEN on May 1, 2017 to provide construction management and inspection services for the Auburn Lake Trails Water Treatment Plant Project for an amount not to exceed \$650,000; and

WHEREAS, Amendment 1 to the Professional Services Agreement was amended between the District and NEXGEN on February 12, 2019 increasing that amount by \$77,780; and

WHEREAS, Amendment 2 to the Professional Services Agreement was amended between the District and NEXGEN on May 14, 2019 increasing that amount by \$66,800; and

WHEREAS, the project completion date has been moved from January 2019 to early August due to the need for additional work related to changes made in the Supervisory Control and Data Acquisition system together with other minor design changes to the overall treatment process; and

WHEREAS, NEXGEN has provided continuous construction management and inspection services for this project over the past twenty-six (26) months and offers the benefits of their general project knowledge and overall continuity of inspection services; and

WHEREAS, the District has evaluated NEXGEN’s proposal in the amount of \$24,480, and both parties have agreed to amend the Professional Services Agreement to increase the construction management and inspection budget in the amount of \$24,480.

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 Contract Amendment Three to the Professional Services Agreement with NEXGEN Utility Management, Inc., increasing the contract amount by \$24,480 to a total contract amount of \$819,060 is approved.

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

AYES:

NOES:

ABSENT/ABSTAIN:

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

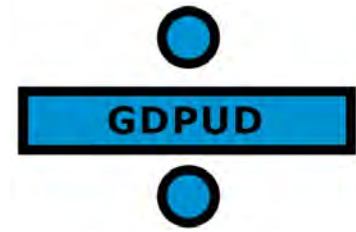
Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-46 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this eleventh day of July 2019.

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

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2019
AGENDA ITEM NO. 7.G.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDER POLICY REGARDING DIRECTOR REPORTS

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

The General Manager has received multiple requests from Directors that want to make PowerPoint presentations at the Board meeting as part of the "Board Reports" informational item.

DISCUSSION

There is no Board Policy that informs Directors of the content, format, and length of topics that are to be presented during Board Reports. Historically at the District Board Reports have been limited to Directors providing a brief summary of activities that they attended on behalf of the District since the last meeting, and typically last less than one or two minutes. Occasionally, Board members will request that handouts or written materials be included in the agenda packet to supplement their oral report.

The Directors requesting to make PowerPoint presentations during the Board state that they are trying to comply with Board Policy 4090 (Attachment 1), which states:

4090.4 Upon returning from seminars, workshops, conferences, etc. where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

Since the General Manager has never seen a local elected official make PowerPoint presentations to the rest of the legislative body, the General Manager and staff from consulting legal counsel researched the issue. The General Manager and legal counsel identified the following agencies with policies that provide some relevant guidance to their elected officials:

Alameda County Water District

Board Rules and Code of Conduct - "9.10.2 A Board Member may only comment on an item not on the agenda for the following purposes" to allow understanding of what is being proposed, to enable District staff to understand the issue being raised, or to give direction to the General Manager."

El Dorado Irrigation District

Board Policy 12080 – “During “Board of Directors Communications,” Directors may provide brief reports on meetings, conferences, and seminars attended by the Directors of interest to the District and the public. Directors may also report on community activities of interest.”

City of Fortuna

City Council Policies & Procedures Manual – “5.6.9 Council Reports and Communications. The purpose of this time is to allow Council Members the opportunity to provide a brief update or share information regarding a particular matter. Examples of appropriate communications would be information of general interest received from outside agencies, comments or inquiries received from individuals and reports on meetings attended and other items of community interest. This time is not intended for action items. Council Members shall govern themselves as to the length of their comments. The Mayor has the responsibility to assist Council Members in keeping their comments brief.”

Marina Coast Water District

Board of Directors Procedures Manual - “29. Limitations on Board/Staff Reports. At each regular Board meeting, reports or comments by Board members shall be made under the Director’s Comments and Reports. Reports or comments by staff members shall be made under Staff Reports or Informational Items. Any written report from a Board member shall be placed on the meeting agenda with prior consent of the President. Unless authorized by the President, each director’s reports and comments shall not exceed five (5) minutes. The President, with consensus of the Board, may defer some or all Board reports until after the Board has taken action on any Deferred Consent Calendar Items. This may be done in the interest of facilitating the business of the Board, or as a courtesy to members of the public desiring to participate in Public Hearings or other Action Items which are also on the agenda.”

City of Menlo Park

Council Procedures Manual – “Councilmember Reports: Provides councilmembers an opportunity to introduce matters not currently before the City Council, including brief announcements, to pose questions of staff and make requests for items to be placed on the agenda at a future meeting. Examples of appropriate communications would be information of general interest received from outside agencies, comments or inquiries received from the public, requests to agenda future items, or announcements of interest to the public.”

Nevada Irrigation District

Board Policy 5020 – “5020.5.7 Board of Directors Items/Reports. Directors may provide brief reports on meetings, conferences, and seminars attended by the Directors of interest to the District and the public. Directors may also report on community comments and activities of interest”

City of Oakland

Resolution No. 86034 C.M.S - "Rule 9. Announcements by Councilmembers - Each member of the Council shall have the right to make brief announcements via the City operated station, KTOP, or at the appropriate time on the agenda, without a previous motion, upon matters which are Council sponsored or relate to the welfare and condition of the City. He or she shall, at the commencement of his/her announcements, state the subject matter on which he or she desires to speak. Individual announcements shall not exceed two minutes unless additional time is authorized."

"Rule 11. Speaking Time Limit for Councilmembers – No member of the Council shall speak for more than ten (10) minutes on any matter without the consent of the presiding office or a majority of the Council."

Placer County Water Agency

Board Agenda – "Directors may make brief announcements or brief reports on their own activities."

The title page and relevant page(s) from the above listed agencies are included in Attachment 2.

The General Manager is requesting direction on whether the Board would like Staff to prepare a draft policy regarding this issue. The Board also needs to provide direction on which elements to include in the policy; for example, content, format, and length. The draft policy would then be brought back at a future Board meeting for

FISCAL IMPACT

The fiscal impact results from redirecting Staff to spend time developing a draft policy and and/or policy revisions, and legal costs associated with review of that policy and changes for compliance with applicable laws. The absolute fiscal impact is unknown but likely minimal.

CEQA ASSESSMENT

Not a CEQA Project

RECOMMENDED ACTION

The General Manager recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) provide direction on whether to develop a draft Board policy and/or policy revisions to provide guidance regarding the agenda item for Director Reports.

ATTACHMENTS

1. Board Policy 4090 – Training, Education, and Conferences
2. Relevant Policies From Other Local Agencies

AGENDA ITEM 7.G.

Attachment 1

Board Policy 4090 – Training, Education, and Conferences

POLICY TITLE: Training, Education, and Conferences

POLICY NUMBER: 4090

4090.1 Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Hence, there is no limit as to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

4090.1.1 "Junkets" (a tour or journey for pleasure at public expense), however, will not be permitted except for personal reasons, and are not reimbursable expenses.

4090.2 It is the policy of the District to encourage Board development and excellence of performance by reimbursing actual expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District. Cash advances or use of District credit cards for these purposes is not permitted.

4090.2.1 The Clerk of the Board is responsible for making arrangements for Directors for conference and registration expenses, and for per diem. Per diem, when appropriate, shall include reimbursement of expenses for meals, lodging, and travel. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the Clerk of the Board, together with validated receipts in accordance with State law.

4090.2.2 Attendance by Directors of seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Board of Directors prior to incurring any reimbursable costs.

4090.2.3 Expenses to the District for Board of Directors' training, education and conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations put forth by the Clerk of the Board and by:

4090.2.3.1 Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates unless there are less expensive accommodations in close proximity available.

4090.2.3.2 Directors traveling together whenever feasible and economically beneficial. Provided the quorum is not involved.

4090.2.3.3 Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.

4090.3 A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after the District has announced his/her pending resignation, or if it

occurs after an election in which it has been determined that the Director will not retain his/her seat on the Board. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.

4090.4 Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

AGENDA ITEM 7.G.

Attachment 2

Relevant Policies From Other Local Agencies

Board Rules and Code of Conduct

Adopted August 11, 2016 – Board Resolution No. 16-056

Revised January 12, 2017 – Board Resolution No. 17-006

Revised March 8, 2018 – Board Resolution No. 18-017

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subsequent to the preparation of the agenda, or for other similar administrative reasons. Any such request by the General Manager is granted unless a majority of the Board objects.

9.7.2.3. Members of the Public

- Upon presentation of the Consent Calendar for approval, any member of the public may comment on an item or items listed on the Consent Calendar.

9.7.3. Approval of Minutes

- 9.7.3.1. Board Members may, but are not required to, vote on minutes of meetings they have not attended, based on their reading and consideration of the written minutes as drafted. The Board has the sole discretion to approve the contents and the format of the minutes.

9.8. Action Calendar

- 9.8.1. Items which can reasonably be expected to be considered for action by the Board at the meeting will be included in the Action Calendar by the General Manager. These are normally the business items of the agenda, such as authorization of award of contracts, fiscal appropriations, etc., for which formal action by the Board is required.

9.9. Reports

- 9.9.1. Items such as technical presentations, drafts of proposed policies, recent occurrences, etc., for which staff or legal counsel may be seeking advice from the Board or are informational matters of significance to the District will be included under Reports, as well as other business items such as Committee Reports, Operational Reports, and General Manager's Reports.

9.10. Director's Comments, Reports on Meetings Attended, and Agenda Item Requests

- 9.10.1. Board Members may comment on their District-related activities or to suggest new ideas and concepts to be discussed at a future Board meeting.
- 9.10.2. A Board Member may only comment on an item not on the agenda for the following purposes: to allow understanding of what is being proposed, to enable District staff to understand the issue being raised, or to give direction to the General Manager.
- 9.10.3. A Board Member may request that an item be referred to a Board Committee for development and discussion or to be placed on a future Board agenda. With the concurrence of at least one Board Member, the General Manager will place the item on a future Board agenda.

BP 12080 Meeting Procedures

Adopted: July 19, 2004
Updated: December 11, 2006
Revised: July 14, 2014
Revised: January 12, 2015

- A. Except in unusual circumstances, the Board shall, in accordance with *Robert's Rules of Order Newly Revised*, limit itself to the following motions in ascending order of precedence:
- 1A. Main motions (same order of precedence as 1B.)
 - a. Original main motions
 - b. Incidental main motions
 - 1B. Motions that bring a question again before the assembly (other than motion to reconsider) (not in order of precedence)
 - a. Take from the table
 - b. Rescind
 - c. Discharge
 2. Subsidiary motions (in ascending order of precedence)
 - a. Postpone indefinitely
 - b. Amend
 - c. Refer to committee
 - d. Postpone to a certain time
 - e. Limit or extend limits of debate
 - f. Previous question
 - g. Lay on the table
 3. Privileged motions (in ascending order of precedence)
 - a. Call for the orders of the day
 - b. Raise a question of privilege
 - c. Recess
 - d. Adjourn
 - e. Fix the time to which adjourn

4. Incidental motions (not in order of precedence)
 - a. Point of order
 - b. Appeal
 - c. Suspend the rules
 - d. Objection to the consideration of the question
 - e. Division of a question
 - f. Consideration by paragraph or Seriatim
 - g. Request to be excused from a duty
 - h. Requests and inquiry
 - i. Parliamentary inquiry
 - ii. Point of information
 - iii. Request for permission to withdraw or modify a motion
 - iv. Request to read papers

5. Motion to reconsider (subject to Section H. below)

- B. Except as prohibited by the Brown Act, the Board, by motion passing with minimum of four affirmative votes, may suspend or vary the application of these meeting procedures with regard to any proceedings, or to any particular problem before the Board.
- C. Meetings shall be conducted within the guidelines of any regularly adopted agenda.
- D. Three voting members of the Board shall constitute a quorum for the transaction of business. The only action which may be taken at a meeting attended by less than a quorum is to adjourn the meeting.
- E. At each regular meeting of the Board, the minutes of the prior meeting shall be presented for approval.
- F. During "Board of Directors Communications," Directors may provide brief reports on meetings, conferences, and seminars attended by the Directors of interest to the District and the public. Directors may also report on community activities of interest.
- G. Members of the Board who are unable to attend a meeting shall, if possible, so inform the Clerk to the Board before said meeting, in order to determine a quorum in advance.
- H. Except as otherwise provided by law or District procedures, to constitute "action taken" on any item, the motion must receive at least three affirmative or negative votes.
- I. A motion for previous question may be passed by three affirmative votes.



CITY OF FORTUNA

City Council Policies & Procedures Manual

The City of Fortuna's mission is to be worthy of the public trust by providing timely, efficient, well-planned and dependable services to the community.

Prepared by
The City Clerk's Office
Linda Jensen, Deputy City Clerk
Adopted by Resolution 2011- 14 on June 20, 2011

5.6.7 City Manager's Report

The City Manager's Report portion of the meeting agenda provides an opportunity for the City Manager to report on items of interest, status reports on significant projects, updates on events or meetings they participated in, and provide acknowledgement to citizens or individuals.

The City Manager's Report can be presented in Staff Report format or may be done verbally.

5.6.8 Future Agenda Items

Future Agenda Items is a brief list of items to be considered by Council at upcoming Council meetings and serves as an opportunity for Council Members to request items to be placed on a future agenda as described in section 5.5.1 of this document.

5.6.9 Council Reports and Communications

The purpose of this time is to allow Council Members the opportunity to provide a brief update or share information regarding a particular matter.

Examples of appropriate communications would be information of general interest received from outside agencies, comments or inquiries received from individuals and reports on meetings attended and other items of community interest. This time is not intended for action items.

Council Members shall govern themselves as to the length of their comments. The Mayor has the responsibility to assist Council Members in keeping their comments brief.

State law⁸ provides that Council can take action only on such matters that have been properly noticed in advance of the meeting, unless special circumstances are found to exist. Formal action or approval on non-agendized items is not allowed.

5.6.10 Public Comment (before Closed Session)

Members of the Public may be heard on any item under the Closed Session. Speakers addressing Council will be limited to three minutes per speaker, or such a time as the presiding officer prescribes. Be advised that, by law, neither the City Council nor the Board is able to discuss, deliberate or take action on issues presented during Closed Session Oral Comments.

5.6.11 Closed Sessions (as needed)

The Brown Act requires all council action to be discussed and taken in open session, except for specified and limited exceptions such as personnel matters, real property negotiations, and pending or threatened litigation.

ALL MATTERS DISCUSSED IN CLOSED SESSION ARE CONFIDENTIAL.

Closed Sessions are held at the end of the regular Council meeting and, if needed, can be continued to the next regular meeting.

A. City Council Members shall consider all written materials and verbal information provided to them on matters that are confidential under State law in complete confidence to insure that the City's position is not compromised. No disclosure or mention of information in these materials shall be made to anyone other than Council Members, the City Attorney or City Manager.

B. If the City Council in closed session has provided direction to the City Manager or City Attorney on proposed terms and conditions for any type of negotiations whether it be related to property acquisition or disposal, a proposed or pending claim or litigation, and/or employee negotiations, all contact with the other party and/or attorney shall be limited to, and made by, the designated City staff representative handling the negotiations, claim or litigation. No Council Member shall have any contact or discussion with the other party or its representative involved with the negotiation, claim or litigation during this time, nor shall any Council Member communicate or disclose any discussion conducted or information received in closed sessions. All public statements, information and press releases shall be handled exclusively by the designated spokesperson.

5.6.12 Adjournment

Adjournment of a meeting is customarily by motion of the City Council or can be accomplished by unanimous consent and the Mayor simply declares the meeting adjourned. A motion to adjourn to another time can be done similarly, but is debatable only as to the time to which the meeting is to be adjourned.

5.7 TYPES OF COUNCIL ACTIONS

8. California Govt. Code §54950, et seq.

Marina Coast Water District



Board of Directors Procedures Manual

Amended July 5, 2016

Administration and Customer Service

11 Reservation Road, Marina, CA 93933-2099

Engineering and Operations & Maintenance

2840 4th Avenue, Marina, CA 93933

Telephone: (831)384-6131

Website: www.mcwd.org

29. Limitations on Board/Staff Reports

At each regular Board meeting, reports or comments by Board members shall be made under the Director's Comments and Reports. Reports or comments by staff members shall be made under Staff Reports or Informational Items. Any written report from a Board member shall be placed on the meeting agenda with prior consent of the President. Unless authorized by the President, each director's reports and comments shall not exceed five (5) minutes. The President, with consensus of the Board, may defer some or all Board reports until after the Board has taken action on any Deferred Consent Calendar Items. This may be done in the interest of facilitating the business of the Board, or as a courtesy to members of the public desiring to participate in Public Hearings or other Action Items which are also on the agenda.

30. Referrals

Any matter coming before the Board may, if deemed necessary, be referred by the President, without Board action, to the General Manager, District Legal Counsel, Special Legal Counsel, or to any standing or special committee of the District. The matter shall be reported back to the Board at the next Board meeting by the General Manager, District Legal Counsel, Special Legal Counsel, or to any standing or special committee of the District on the status, responses, recommendations and/or plans to address the matter.

31. Conflict of Interest

A director who has a disqualifying conflict of interest on any matter before the Board shall declare the nature of the conflict and it shall be reflected in the Board minutes. The Director shall not participate in the discussion of that agenda item; shall leave the Board chamber after making the declaration and before any discussion on the matter occurs; and shall not cast a vote on that matter. The minutes shall record a director's absence for any circumstance when a Director is not seated at the dais.

32. Minutes of Board and Board Committee Meetings

The minutes of meetings of the Board and of board committees shall be action minutes that will accurately reflect actions of the Board and the committees and the vote taken on such actions, and shall not be verbatim minutes of all matters discussed and comments made at Board or committee meetings. The minutes shall summarize the concerns and questions expressed by the public during public comment periods.

33. Notification of Absences of Directors

If any member of the Board is unable to attend a meeting, that member shall, if possible, notify the Board President and the General Manager prior to the meeting.

Procedures Manual Menlo Park City Council

4. **Commission Reports:** Commission reports provide an opportunity for designated members of appointed boards to address the City Council on matters of importance or to update the City Council and community on studies that are underway.
5. **Consent Calendar:** Those items on the City Council agenda that are considered to be of a routine and noncontroversial nature by the City Manager are placed on the "Consent Calendar." These items shall be approved, adopted, accepted, etc., by one motion of the City Council. Typical consent calendar items include the final reading and adoption of ordinances, various resolutions approving agreements, awards of contracts, minor budgetary adjustments, meeting minutes, status reports, and reports of routine city operations.

Councilmembers may request that any item listed under "Consent Calendar" be removed from the Consent Calendar, and the City Council will then take action separately on this item. A member of the public may request that an item listed under "Consent Calendar" be removed and City Council action taken separately on the item; the City Council must concur with such a request. Items that are removed ("pulled") by councilmembers for discussion will typically be heard after other Consent Calendar items are approved unless the majority of the City Council chooses an earlier or later time.

Councilmembers are encouraged to contact the City Manager's office before Noon on the day of a City Council meeting day to provide notification of items to be removed from the Consent Calendar. This practice allows the City Manager to notify staff that may need to be present to respond to removed items. Equally important, it also allows the Manager to inform staff who do not need to be present at the meeting. Unless contacted in advance of the meeting with sufficient time, the presumption is that staff will not be present.

6. **Public Hearing:** In the case of public hearings, once the City Council has voted to close the hearing, no member of the public shall be permitted to address the City Council or the staff from the audience, except at the discretion of the presiding officer (Mayor).
7. **Regular Business Items:** Regular items are shown on the agenda and are normally taken in the order listed.
8. **Informational Items:** Informational items may contain a status update, background report or a preview of a larger item coming before the City Council at a future meeting.
9. **Councilmember Reports:** Provides councilmembers an opportunity to introduce matters not currently before the City Council, including brief announcements, to pose questions of staff and make requests for items to be placed on the agenda at a future meeting. Examples of appropriate communications would be information of general interest received from outside agencies, comments or inquiries received from the public, requests to agendaize future items, or announcements of interest to the public.

State law provides that the City Council can take action only on such matters that have been noticed at least three days (72 hours) in advance of the regular meeting,

or 24 hours in the case of a special meeting, unless special circumstances are found to exist (as mentioned above). Formal action or approval on non-agendized items is not allowed, and such items should be placed on the agenda of the next available regular meeting.

10. Written Communications: The City Council has established a practice of placing written communication between councilmembers requesting items to be agendized and select letters sent by agencies to councilmembers on the meeting agenda so that this correspondence receives wide distribution. If letters or emails from the public are received on the day of or just before a meeting, copies will be placed at the councilmembers' positions on the dais.

Discussion Rules

To assist the City Council in the orderly discussion of items, rules are followed which represent accepted practices for the management of City Council meetings.

- 1. Obtaining the floor:** A councilmember or staff shall first address the Mayor and gain recognition. Comments and questions should be directed through the chair and limited to the issue before the City Council. Cross-exchange between councilmembers and public should be avoided.
- 2. Questions to staff:** A councilmember shall, after recognition by the Mayor, address questions to the City Manager, City Attorney, department head or designated staff member. Councilmembers with questions on an agenda item should preferably contact staff before the meeting in order to allow staff time to research a response for the meeting.
- 3. Interruptions:**
 - a. Once recognized, a councilmember is considered to have the floor, and another councilmember may not interrupt the speaker except to make a point of order or point of personal privilege. In such a circumstance, the councilmember holding the floor shall cease speaking until the point of order or privilege is resolved.
 - b. Upon being recognized by the Mayor, members of the staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Mayor.
- 4. Discussion:** A councilmember should not speak more than once on a particular subject until every other councilmember has had the opportunity to speak. Councilmembers are encouraged to discuss items during the decision-making process and may ask staff to respond when appropriate. The Mayor normally allows other members to speak first, then will give his/her views and summarize.
- 5. Tabling procedure:** Tabling an item immediately stops discussion and causes a vote to postpone a matter indefinitely or to a time and date certain. A motion to "continue" an agenda item has the same effect, but is generally used when a scheduling problem arises or when insufficient time is available to address the matter thoroughly.
- 6. Right of protest:** A councilmember is not required to state reasons for a dissenting vote.

Nevada Irrigation District

POLICY MANUAL

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business at the time fixed unless this rule is suspended by motion adopted by the Board. Board hearings shall be designated Special Orders for the times fixed therefore by the Board of Directors. If a special time on the agenda is needed for the appearance of a person or persons, the Board Secretary shall set the appointment.

5020.5.5 GENERAL ORDERS: General Orders include those items of regular District business which have not been referred to a Board committee and which will be presented to the Board with a recommendation or for consideration by the General Manager or District staff.

5020.5.6 GENERAL MANAGER'S REPORT: The Manager will provide a report on current activities within the District of interest to the public and the Board. Items to be discussed by the General Manager will be conditions of current water supply and water sales, legislative or regulatory items of interest not yet requiring action, and public affairs activities occurring within the District directly or indirectly involving District operations.

5020.5.7 BOARD OF DIRECTORS ITEMS/REPORTS: Directors may provide brief reports on meetings, conferences, and seminars attended by the Directors of interest to the District and the public. Directors may also report on community comments and activities of interest.

5020.5.8 INFORMATIONAL CORRESPONDENCE: Included in this section of the Board's agenda will be memos detailing actions taken pursuant to prior Board authorization, and all other items of correspondence directed to the Board of Directors, including those items which have been or will be directed to a Board committee.

5020.5.9 PUBLIC COMMENT ON ANY ITEM TO BE CONSIDERED IN CLOSED SESSION

5020.5.10 CLOSED SESSION: Closed Session may be held as set forth in the Government Code.

5020.5.11 ADJOURN

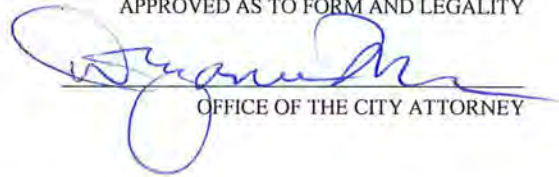
5020.6 Preparing NID Board Agendas

5020.6.1 The agenda for the regular meetings of the Board of Directors is mailed on or before the Thursday prior to the Board of Directors meetings, which are held on the second and fourth Wednesdays of each month. To allow sufficient time for preparation and assembly of the agenda, all agenda items must be given to the Board Secretary no later than noon on Wednesday preceding the meeting.

5020.6.2 A copy of the Board of Directors Meeting agenda and Board Committee Meeting agendas will be available for public review at the display cases located in the Board Room Lobby, the Business Center Lobby and at the East Annex on or before the Thursday preceding the meeting. A public review copy of the agenda packet also will be available in the Board Room Lobby on the day of the meeting.

5020.6.3 All Staff Reports to the Board shall be submitted to the Board Secretary prior to noon Wednesday preceding the meeting, to be placed on the Agenda. Staff Reports shall give a concise description of the subject matter and the specific action requested of the Board.

2016 MAR 14 PM 4:35


OFFICE OF THE CITY ATTORNEY

OAKLAND CITY COUNCIL

RESOLUTION NO. 86034 C.M.S.

INTRODUCED BY COUNCIL PRESIDENT LYNETTE GIBSON MCELHANEY AND
COUNCILMEMBER DAN KALB

RESOLUTION (1) AMENDING AND SUPERSEDING THE COUNCIL'S RULES OF PROCEDURE CURRENTLY SET FORTH IN RESOLUTION NOS. 82580 C.M.S., 84758 (CENSURE POLICY AND PROCEDURES) C.M.S. AND 85256 C.M.S (AMENDMENTS TO RULE 25, HIGH STAKES NEGOTIATION POLICY) TO MAKE SUCH CHANGES TO THE RULES OF PROCEDURE AS MAY BE DIRECTED BY THE COUNCIL; AND (2) CONSOLIDATING AND SETTING FORTH THE COUNCIL'S RULES OF PROCEDURE, AS AMENDED, AND THE COUNCIL'S CENSURE POLICY AND PROCEDURES IN THEIR ENTIRETY

WHEREAS, the Council of the City of Oakland hereby declares that the business of the City is to be conducted in an orderly and efficient manner to facilitate sound City Council and public deliberation and decision making; and

WHEREAS, the City Council hereby declares that the proper operation of democratic government requires that public officials are bound to observe, in their official acts, the highest standards of performance and to discharge faithfully the duties of their office, regardless of personal considerations. Recognizing that the public's interest must be their primary concern, their conduct in both their official and private affairs should be above reproach; and

WHEREAS, the following Rules of Procedure seek to provide for: (1) reasonable time for public input and comment on agenda items at the Committee and City Council meetings; (2) in-depth study of policy proposals, for problem-solving opportunities among staff, Council members and the public and development of policy alternatives at the committee level; (3) more focused (and fewer) City Council agenda items by limiting items to those a Committee has had the opportunity to discuss and as to which a Committee has developed recommendations; and (4) an agenda that is managed more efficiently and effectively and for predictable discussion times for debate regarding agenda items in order to avoid long waits by the public as the Council considers procedural, ceremonial and consent items (as defined herein); and

WHEREAS, in recognition of these goals, the City Council desires to establish Rules of Procedure for the Conduct of City Council Meetings and a Code of Ethics; and

WHEREAS, City Charter section 210 mandates that the Council provide by resolution for the order of business and the rules of procedure for the conduct of Council meetings; and

- c. By a majority of the Council members present, refer the item to any subject-matter Committee for reconsideration; or
- d. With respect to an item that the Rules Committee referred directly to Council, the Council may take any action subject to the Brown Action and the Sunshine Ordinance.

10. On any agenda item informational report, the City council may receive the report either by oral presentation by staff or as written.

Rule 8. **Protocol at Council Meetings -** Every member of the Council, before speaking, shall address the presiding officer, and no member shall speak except while seated at or standing in the immediate vicinity of, his or her desk. When items on the agenda relate to a specific Council District, the presiding officer shall recognize the Council representative of the District first, and the Councilmember-at-Large secondly, prior to recognizing other Councilmembers.

Rule 9. **Announcements by Councilmembers -** Each member of the Council shall have the right to make brief announcements via the City operated station, KTOP, or at the appropriate time on the agenda, without a previous motion, upon matters which are Council sponsored or relate to the welfare and condition of the City. He or she shall, at the commencement of his/her announcements, state the subject matter on which he or she desires to speak. Individual announcements shall not exceed two minutes unless additional time is authorized.

Rule 10. **Motions -** If any member of the Council makes a motion, such motion shall not be debated, or further discussed or considered, or voted upon, until after a second to such motion is made by a member of the Council.

Rule 11. **Speaking Time Limits for Councilmembers -** No member of the Council shall speak for more than ten (10) minutes on any matter without the consent of the presiding officer or a majority of the Council.

Rule 12. **Speakers' Cards -** The City Clerk shall facilitate the process for public speakers and shall provide the public with information on how to appropriately address the Council. Members of the public wishing to speak must submit their name and the item on the agenda they wish to discuss, if any, to the City Clerk before being recognized by the presiding officer.

Persons wishing to speak must complete a speaker card for each agenda item he/she wishes to speak on. Multiple agenda items cannot be listed on one speaker card.



AGENDA

BOARD OF DIRECTORS PLACER COUNTY WATER AGENCY

**Monday, July 8, 2019
2:00 PM, Regular Meeting**

**Placer County Water Agency Business Center
American River Room
144 Ferguson Road
Auburn, California**

Members of the Board of Directors:

MIKE LEE, District 3
Chairman of the Board

GRAY ALLEN, District 1
PRIMO SANTINI, District 2

ROBERT DUGAN, Vice-Chair, District 4
JOSHUA ALPINE, District 5

A. CALL TO ORDER:

1. Roll Call
2. Pledge of Allegiance
3. Announcements, introductions and recognitions

B. PUBLIC COMMENT:

This is the time for any member of the public to address the Board of Directors on any matter not on the agenda that is within the subject matter jurisdiction of the Agency. Members of the public are requested to come to the podium and use the microphone. Comments shall be limited to five minutes per person, or such other time limit as may be imposed by the Chair, in order to enable the Board to complete its agenda within a reasonable period of time.

C. REPORTS BY DEPARTMENT HEADS

D. AGENDA CHANGES AND REVIEW

E. CONSENT CALENDAR:

All items listed under the consent calendar are considered to be routine and may be approved by one motion.

Action:

1. [Consider approving \\$500 sponsorship for 2019-2020 Rocklin Area Chamber of Commerce Leadership program.](#)

2. Consider adopting Resolution 19- Authorizing the Placing of Special Assessments for Improvement District on the 2019 - 2020 Placer County Tax Roll.

Information, Receive and File:

3. Treasurer's Investment Report for month ended May 31, 2019.
4. Budget transfers between capital projects within the Water Division and Power Division.
5. Check Register 19-13 expenses disbursed.

F. AGREEMENTS AND CONTRACTS:

Items listed below include award of bid proposals, new contracts, sole source contracts and agreements, amendments to existing construction contracts and professional services agreements, and various change orders, and may be approved by one motion or some combination thereof.

Action:

1. Consider awarding Construction Contract No. 2019-07 to Kaler Dobler Construction, Inc. in the amount of \$291,600 for the Maidu Facility Interior Improvements Project at the Agency's field office and corporation yard, which includes replacement of heating and air conditioning units, flooring, doors, and other minor modifications.
2. Consider approving water service applications for the following:
 - a. Facilities Agreement (FA) 2470, 3240 Taylor Road, Loomis, 2.5 Equivalent Dwelling Units (EDUs);
 - b. FA 2699, Cracker Barrel Country Store Amendment No. 1, Rocklin, reduction of 2.5 EDUs;
 - c. FA 2718, Whitney Ranch Unit 44B Amendment No. 1, Rocklin, reduction of 1.0 EDU;
 - d. FA 2719, Les Schwab Tire Center, Rocklin, 7.5 EDUs;
 - e. FA 2722, 144 Reamer Street Amendment No. 1, Auburn, reduction of 1.5 EDUs;
 - f. FA 2723, Placer Gold Industrial Park Phase 3 & 4, Rocklin, 0.0 EDUs;
 - g. FA 2729, Shadow Wood Place, Colfax, 20.0 EDUs;
 - h. Variance LS41 per the Agency Rules and Regulations providing a Water Use Limit of 0.7 EDU and an infill connection for APN 043-170-007 in Penryn.
3. Consider approving Amendment No. One to the 2018 Professional Services Agreement PS-2458304 with A&P Helicopters, Inc. making the following changes:
 - a. Extend the agreement for an additional year July 20, 2019 through July 19, 2020 in an amount not to exceed \$100,000;
 - b. Increase the rates by 2.856% in accordance with the Consumer Price Index series #CUUR0400SA0;
 - c. Add new equipment, a Bell 407 HP helicopter and fuel truck;
 - d. Add pollution liability insurance.
4. Consider approving the following for the RiverArc project:
 - a. Amendment No. Three to Professional Services Agreement with West Yost Associates, Inc. for on-call engineering services in the amount of \$325,000, increasing the agreement value from \$575,000 to \$900,000;
 - b. Amendment No. Three to Professional Services Agreement with ICF Jones & Stokes, Inc. for on-call environmental services in the amount of \$25,000, increasing the agreement value from \$150,000 to \$175,000.
5. Consider reimbursing the City of Colfax for costs not to exceed \$50,000 for improvements related to protecting the Agency's water main in-place during construction of the City's Culver Street Pavement Rehabilitation Project.

6. [Consider approving an updated water supply contract with Winchester Golf, LLC, for supply of water to Winchester Planned Community and for them to distribute water to Auburn Recreation District's Sugar Pine Ridge Park and other named residential customers, providing up to 107 miner's inches until May 2038, which replaces a pre-existing water supply contract with the previous owner of the property.](#)
7. [Consider approving Design Professional Services Agreement with Water Works Engineers for preparation of standard operating procedures for operations and maintenance at each of the Agency's eight water treatment plants in an amount not to exceed \\$300,000.](#)

Information, Receive and File:

8. [Progress Pay Estimate and Non-discretionary Contract Change Order Summary for the period June 3, 2019, through June 16, 2019.](#)

G. POWER:

1. [Receive report on the French Meadows Forest Restoration project.](#)

H. REMARKS/REPORTS BY DIRECTORS

In accordance with Government Code 54954.2(a), Directors may make brief announcements or brief reports on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

I. REMARKS/REPORTS BY LEGAL COUNSEL

J. REMARKS/REPORTS BY GENERAL MANAGER

K. CLOSED SESSION:

1. **Conference with legal counsel - Anticipated Litigation** - Pursuant to subdivision (b) of Section 54956.9 of the Government Code.

Potential Cases: one

L. REPORT FROM CLOSED SESSION

M. ADJOURNMENT

THE NEXT RESOLUTION NUMBER IS 19-18.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk to the Board at (530) 823-4860. Notification by Wednesday noon preceding the meeting will enable the Agency to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

In accordance with Government Code Section 54954.2(a) this notice and agenda were posted in the Agency's outdoor bulletin board at the Placer County Water Agency Business Center at 144 Ferguson Road, Auburn, California, on or before June 28, 2019.

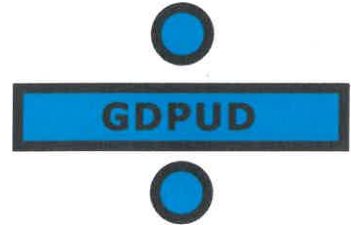
Any writing that is a public record under the Public Records Act that relates to an agenda item for an open session of the Board meeting that is distributed less than 72 hours prior to the meeting will be made available for public inspection at the time the writing is distributed to any Board members. Also, any such writing will be available for public inspection at the Agency's office located at 144 Ferguson Road, Auburn, California, during normal business hours.

Schedule of Upcoming Board Meetings

Thursday, July 18, 2019, 2:00 p.m. – Regular Board of Directors’ meeting at Placer County Water Agency Business Center, 144 Ferguson Road, Auburn, California.

Thursday, August 1, 2019, 2:00 p.m. – Regular Board of Directors’ meeting at Placer County Water Agency Business Center, 144 Ferguson Road, Auburn, California.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 11, 2019
AGENDA ITEM NO. 8.A.**



AGENDA SECTION: NEW BUSINESS

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

PREPARED BY: Christina Cross, Management Analyst

Handwritten signature of Christina Cross in blue ink.

APPROVED BY: Steven Palmer, PE, General Manager

Handwritten signature of Steven Palmer in blue ink.

BACKGROUND

Annually, the District brings an ordinance and related documents required by the County to place District-related charges on the County's secured property tax bills. Ordinance 2019-01 would allow the District to place a lien on property of customers with delinquent balances as of June 30, 2019, and to place the annual charges for the District's assessment districts. The District provides a preliminary list of delinquent customers with the ordinance on July 11, 2019. The list will be modified up to the date of submission to the County, which can be no later than August 31, 2019, by removing all customers who have made payments on the balances. The other amounts to be placed on certain property owners' tax bills relate to previously implemented water facility assessment districts. These annual assessments typically continue until the related assessment district debt is retired.

DISCUSSION

The County requires the adoption of Ordinance 2019-01 and submittal of the following documents for the approval of the charges to be placed on the tax bills:

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

Staff included a notice with late bills mailed out on June 1, 2019 that customers with an outstanding balance as of June 30, 2019 would be subject to tax roll. On July 3, 2019 staff called all of the outstanding accounts to notify them of the continued delinquent account status and importance of paying to avoid tax roll.

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

FISCAL IMPACT

This action is required for the District to collect the annual assessments and any unpaid charges.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

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

ATTACHMENTS

1. Ordinance 2019-01

AGENDA ITEM 8.A.

Certification of Assessments and Charges

Attachment 1

Ordinance 2019-01

ORDINANCE 2019-01

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

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

1. The Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT hereby declares that for Fiscal Year 2018-19 the Georgetown Divide Public Utility District, water service and related water quality services were furnished to and used on certain parcels of land upon which the annual assessment is, by this said ordinance levied for unpaid charges thereof as of June 30, 2019. Said parcels are set forth in Exhibit A attached hereto and made a part hereof. It is further declared said certain parcels of land are owned, controlled, or in the possession of the same person who owned, controlled, or was in possession of it during the time such service charges were incurred, or if transfers were made of the property since the date such charges were incurred, such transfers have been made by gift, descent, bequest, or devise. It is further declared that said unpaid charges are to be added to and made a part of the annual assessment levied upon said certain parcels of land, shall become a lien upon said parcels of land, and the Board of Directors shall include in its statement to be transmitted to the County Auditor, the amount of said charges upon said certain parcels of land.

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

3. The Board of Directors hereby orders the Clerk of said GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT to transmit to the County Auditor the forms required to levy the annual assessments for the assessment districts within the Georgetown Divide Public Utility District with outstanding debt. For fiscal year 2019-20, outstanding debt remains for the following assessment districts:

- Stewart Mine Water Assessment District
- Kelsey North Water Assessment District

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

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT held on the eleventh day of July 2019, by the following vote:

AYES:

NAYS:

ABSENT/ABSTAIN:

ATTEST:

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

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

****EXHIBIT A****

Georgetown Divide Public Utility District
2019 Tax Roll Delinquencies

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

Assessor's Parcel Number	Legal Owner	Amount
061-231-031	AGUIRRE, AGUSTIN	320.4
088-160-008	ALESSI, ANDY J.	423.91
061-571-020	Deutsche Bank Nat Trust Co	101.16
073-072-014	AMARAL, DANIEL/SUSAN	262.06
088-070-014	BAHRI, FOUED/FRANCINE	425.12
061-381-023	BEAUPRE, RICHARD G.	102.84
061-343-011	BRACCO, DONALD	350.17
088-310-012	BRIGGS, DANNEY	214.59
061-220-019	DEITSCH, CAROLYN	112.86
074-171-001	AMERICAN PACIFIC MORTG	214.59
074-171-002	AMERICAN PACIFIC MORTG	368.85
073-392-009	DUSHAUNE, JESSICA	84.5
061-342-006	BERRETT, RAYMOND	29.92
060-420-015	EBERSOLE, TRENTON	93.32
073-141-003	Res Ast Sec Corp Home Equity Mtg	763.37
060-060-015	EMERSON, JAMES	423.94
060-650-013	FLOTH, ERIC & NOEL	753.37
74-060-037	FURRY, JOHN	879.66
088-200-042	GOULD, REGINALD	361.26
072-361-017	BUANTELO, ANGEL	551.13
104-250-079	HARMON, MICHAEL	1573.2
071-280-067	SACKL, JOSEF/CARLA	151.61
088-050-002	HOULIHAN, MIKE	425.13
060-090-005	HULL, ADAM	2663.56
088-110-022	JENSEN, JOHN & KRISTEN HENDRICKS	1954.01
060-430-074	LEWIS, LLOYD L.	364.61
088-231-003	MACDONALD, JASON/MICHELLE	178.83
088-282-002	NIBBELINK, BRAD	141.96
062-390-030	PETERSON, MARVEL	423.94
072-371-014	RANEY, BRIAN/TAMARA	442.01
061-401-053	REED, PHILLIP/DINA	320.4
074-030-037	RICHARDSON, POTATO	320.4
060-480-017	SHUK, MEI CHUNG	70.82
088-300-010	SINGLETON, JASON/ BRANDON	126.51
072-232-003	ELMORE, BARBARA	156.85
072-352-002	VIRAY, MARCELINO I./ANITA	262.06
071-271-017	WEGER, GAIL	21.71
	TOTAL	\$16,434.63

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of **Ordinance 2019-01** duly and regularly adopted by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, El Dorado County, California, at a meeting duly held on the eleventh day of July 2019.

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