AGENDA

SPECIAL MEETING

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

WEDNESDAY, APRIL 19, 2018
2:00 P.M.

MISSION STATEMENT

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

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

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

2. **ADOPTION OF AGENDA**

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

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

5. **CONSENT CALENDAR**

   A. **Authorize General Manager to Execute a Professional Services Agreement with NBS in the amount of $30,000 for Assessment District Close-out Services**

      Possible Board Action: Adopt Resolution 2018-26.

6. **NEW BUSINESS**

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

      Possible Board Action: Adopt Resolution 2018-19.

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

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

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on April 17, 2018.

Steven Palmer, PE, General Manager

4/17/18
Date

CONFORMED AGENDA

SPECIAL MEETING

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

WEDNESDAY, APRIL 19, 2018
2:00 P.M.

MISSION STATEMENT

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

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

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

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

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

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

2. **ADOPTION OF AGENDA**

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

   Public Comment: *There was no public comment.*

   Vote: The motion passed unanimously.

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

   The Board adjourned to closed session at 2:01 PM with no reportable action from closed session. The Board returned to open session at 2:30 PM.

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

5. **CONSENT CALENDAR**

A. **Authorize General Manager to Execute a Professional Services Agreement with NBS in the amount of $30,000 for Assessment District Close-out Services**

Possible Board Action: Adopt Resolution 2018-26.

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

Public Comment: *There was no public comment.*

VOTE: The motion passed unanimously.

6. **NEW BUSINESS**

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

Possible Board Action: Adopt Resolution 2018-19.

Motion by Director Hanschild to adopt Resolution 2018-19. Second by Director Wadle.

Public Comment: *There was no public comment.*

VOTE: The motion passed unanimously.

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

Director Uso commented that a couple of Board Members had requested that the date of the next Regular Board Meeting be changed to May 7, a Monday. There was no objection from any of the Board members or Staff and it was agreed to change the date of the next Regular Board Meeting to May 7, 2018.

8. **NEXT MEETING DATE AND ADJOURNMENT** – Next regular meeting is May 7, 2018, at 2:00 PM, at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, CA 95634.

The meeting adjourned at 2:34 PM.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on April 17, 2018.

Steven Palmer, PE, General Manager

5/8/18
Date

REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF April 19, 2018
AGENDA ITEM NO. 5.A.

AGENDA SECTION: **CONSENT CALENDAR**

SUBJECT: **AUTHORIZE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NBS IN THE AMOUNT OF $30,000 FOR ASSESSMENT DISTRICT CLOSEOUT SERVICES**

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

Over the last 40 years, the District has formed several assessment districts (ADs) under authority of the State Government Code in order to finance and construct improvements. The improvements constructed by all the ADs have all been completed, and the financing instruments utilized by the ADs have either been paid off or are nearly paid off. In order to officially close out the ADs, a formal close out analysis and report is required. Following is a list of the remaining ADs, all of which need closeout analysis:

- Bayne Road (AD 1991-1)
- Cool Cherry Acres (AD 1977-2)
- Greenwood (AD 1977-1)
- Spanish Dry Diggins (AD 1977-4)
- Water Line Extension (AD 1977-5)
- Pilot Hill North (AD 1989-2)
- Kelsey South (AD 1989-4)

DISCUSSION

Since 2006, NBS has been providing annual assessment district engineering and administration services to the District for its ADs. Last year, NBS provided closeout services for Pilot Hill South (AD 1989-3). Closeout services include the following:

- Analyzing the remaining funds to determine appropriate disposition
- Preparing a detailed delinquency report
- Preparing a parcel list with potential refund amounts
- Preparing a notice of completion
- Preparing a closeout analysis and findings report, including resolutions
- Determining which parcels require apportionment of liens

- Apportionment of liens is an additional task that may be required, but is not included in this scope and fee. The scope and fee of this task cannot be known until the consultant reviews the parcel list and determines the number of parcels which require apportionment. An amendment to the agreement will be required to apportion the liens among parcels that have been split.

Since NBS has been providing annual assessment district services and closeout services for nearly 12 years, they have unique experience and knowledge that make them well qualified to provide closeout services for the remaining ADs.

FISCAL IMPACT

This agreement is for a time and materials fee not to exceed $30,000. The cost of these services is paid by funds generated by the ADs and not by the District's rate revenue or ad valorem property tax. Each AD has a restricted fund that is intended to be used for paying these types of expenses. This expense was included in this year's budget. There is adequate fund balance within the restricted AD funds to pay for this work.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

It is Staff's recommendation that the Board authorize the General Manager to execute a professional services agreement with NBS in the amount of $30,000 for assessment district closeout services.

ATTACHMENTS

1. Resolution 2018-26

RESOLUTION NO. 2018-26

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

AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NBS IN AN AMOUNT NOT TO EXCEED $30,000 FOR ASSESSMENT DISTRICT CLOSEOUT SERVICES

WHEREAS, over the last 40 years, the District has formed several assessment districts (ADs) under authority of the State Government Code in order to finance and construct improvements; and

WHEREAS, the improvements constructed by all the ADs have all been completed, and a formal closeout analysis and report is now required; and

WHEREAS, Following is a list of the remaining ADs, all of which need closeout analysis: Bayne Road (AD 1991-1), Cool Cherry Acres (AD 1977-2), Greenwood (AD 1977-1), Spanish Dry Diggins (AD 1977-4), Water Line Extension (AD 1977-5), Pilot Hill North (AD 1989-2), Kelsey South (AD 1989-4); and

WHEREAS, NBS has been providing annual assessment district services and closeout services for nearly 12 years, and they have unique experience and knowledge that make them well qualified to provide closeout services for the remaining ADs; and

WHEREAS, NBS proposal is for a time and materials not to exceed amount of $30,000.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the General Manager is authorized to execute a professional services agreement with NBS in the amount of $30,000 for Assessment District Closeout Services.

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

AYES: Halpin, Hunschild, 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 2018-26 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 19th day of April 2018.

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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of April 2018, (the "Effective Date") by and between the Georgetown Divide Public Utilities District, a California Public Utilities District ("District"), and NBS Government Finance Group, DBA NBS ("Consultant"). District and Consultant may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. District has determined that consultant services are required for Assessment District Closeout Services (the "Project").

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

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

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

AGREEMENT

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

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

3. Compensation. District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed $30,000.00, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide the District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to District:

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

With courtesy copies to:

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

If to Consultant:

Michael Rentner
President & CEO
NBS Government Finance Group, DBA NBS
32605 Temecula Parkway, Suite 100
Temecula, CA 92592

20. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT, a California Public Utilities District

By: _____
Steven V. Palmer, General Manager

Date: 4/19/18

Approved as to Form:

_____
Barbara A. Brenner, General Counsel

CONSULTANT:

NBS Government Finance Group, DBA NBS

By: _____
Michael Rentner, President & CEO

Date: 4/9/18

EXHIBIT A

Services

CLOSEOUT SERVICES

Funds Analysis. NBS will perform an analysis of all remaining funds to determine their appropriate disposition in accordance with applicable laws, District documents, and Client preferences.

Delinquencies. NBS will prepare a detailed delinquency report for each District.

Parcel List. NBS will prepare a detailed list of property owners (as shown on the most recent secured roll), along with mailing addresses, and refund amounts for the processing of any refunds by the Client. This task assumes refund amount determinant factors or lien amounts have been apportioned to all current parcels as reflected on the most recent secured roll. Additional work required to calculate refund amount determinant factors on current parcels will be subject to additional fees, See Apportionment Scope for further details.

Notice of Completion. NBS will prepare or obtain a Notice of Completion of Public Work.

Findings Report. NBS will prepare a detailed Closeout Analysis and Findings Report. NBS will include within the report, the remaining two active Assessment Districts with an analysis of their current and projected funds.

Resolutions. NBS will prepare any necessary resolutions regarding the closeout of the district.

APPORTIONMENT SERVICES (OPTIONAL)

The apportionment of liens within the Assessment Districts may be necessary for Assessor's Parcels that have been reconfigured and/or subdivided in order to determine the correct refund amounts to the owners of the current parcels of land.

After determining which Assessor's Parcels will require apportionments, NBS will perform the following:

Segregation. NBS will apportion the special assessment according to the method of spread as described in the engineer's report.

Apportionment Report. NBS will prepare and submit to the Client an Apportionment Report showing the finalized apportionment.

Fees for Districts listed below:

District ID	District Description
	Bayne Road
AD 1977-2	Cool Cherry Acres
AD 1977-1	Greenwood
AD 1977-4	Spanish Dry Diggins
AD 1977-5	Water Line Extension
AD 1989-2	Pilot Hill North
AD 1989-4	Kelsey South

EXHIBIT B

Rates

CLOSEOUT SERVICES

Consulting Fee.....$29,500
Estimated Expenses (1).....$500
Total Not to Exceed.....**30,000**

(1)This Estimate does not include postage or check printing costs for any property owner refunds. See below for full description of expenses.

APPORTIONMENTS (OPTIONAL)

NBS will apportion the assessment according to the original method of spread, prepare the amended assessment diagram, and record the notice of apportionment and amended diagram per Parts 10 and 10.5 of the Streets and Highways Code.

Part 10.5

10 or less children parcels.....$1,500 base plus $25 per parcel

11 to 25 children parcels.....$3,500 base plus $25 per parcel

26 and more children parcels.....$5,000 base plus $25 per parcel

EXPENSES

Customary out-of-pocket expenses will be billed to the Client at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the Client but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	$ 205
Senior Consultant/Engineer	160
Consultant	140
Analyst	120
Clerical/Support	95

TERMS

Consulting services will be invoiced on a monthly basis upon completion of task. Expenses will be itemized and included in the next regular invoice. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF April 19, 2018
AGENDA ITEM NO. 6.A.

GDPUD

AGENDA SECTION: **NEW BUSINESS**

SUBJECT: **CONSIDERATION OF IRRIGATION APPLICATIONS FOR 2018**

PREPARED BY: Stephanie Beck, Administrative Aide III

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

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

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

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

DISCUSSION

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

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

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

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

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

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

FISCAL IMPACT

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

RECOMMENDED ACTION

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

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

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

ATTACHMENTS

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

2018 IRRIGATION SEASON REQUEST SUMMARY

Routes	2003 Demand MI	2017 Active Accounts	2017 Demand MI	Requested Changes and Priority	2018 Demand MI	Staff Recommendation
Route 080: Upper-Lower Conduit						
Priority 1 (P1)	**43.5**	27	31.5		32.5	Approve all P1 requests at 2003 flow.
Service Change Requests:						
				+1" (P3)		Approve APN 061-231-28 application for new service. (first applied 2018)
Route 081: Cool-Cherry Acres Ditch						
Priority 1 (P1)	**45**	26	45		45	Approve all P1 requests at 2003 flow.
Service Change Requests :						
081/0090				+1" (P3)		Approve request to increase from 0 to 1". Activate account.
081/0125				-1" (P3)		Approve request to decrease from 4" to 3".
Route 082: C-CA / Croft Pipeline---*Ext. #144*						
Priority 1 (P1)	**19.5**	11	19.5		18.5	Approve all P1 requests at 2003 flow.
Service Change Requests:						
082/0030				-1" (P3)		Approve request to decrease from 2" to 1".
Route 083: Cunningham Pipeline						
Priority 1 (P1)	**8**	9	8		8	Approve all P1 requests at 2003 flow.
Service Change Requests:	None					
Route 084: Garden Valley Pipeline						
Priority 1 (P1)	**58.5**	35	58.5		49.5	Approve all P1 requests at 2003 flow.
Service Change Requests :						
084/0047				+1.5" (P3)		Approve request to increase from 1.5 to 3".
084/0070				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
084/0080				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
084/0095				-1" (P3)		Approve request to decrease from 3" to 2".
084/0128				-1" (P3)		Approve request to decrease from 2" to 1".
084/0135				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
084/0165				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
084/0180				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
101/0130				-6" (P3)		Approve request to decrease from 16" to 10".
Route 085: G.V. / Greenwood Road Pipeline						
Priority 1 (P1)	**24**	26	22		20.5	Approve all P1 requests at 2003 flow.
Service Change Requests :						
085/0005				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
085/0070				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
085/0075				-0.5" (P3)		Approve request to decrease from 1" to 0.5".

GDPUD Board Meeting of
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Attachment 1

2018 IRRIGATION SEASON REQUEST SUMMARY

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

2018 IRRIGATION SEASON REQUEST SUMMARY

Routes	2003 Demand MI	2017 Active Accounts	2017 Demand MI	Requested Changes and Priority	2018 Demand MI	Staff Recommendation
Route 092: Pilot Hill Ditch						
Priority 1 (P1)	**27**	16	27		27	Approve all P1 requests at 2003 flow.
Service Change Requests :						
101/0195				+1" (P3)		Deny AB request. Results in increased flow. (first applied 2010)
				+2" (P3)		Deny APN 071-280-66 application for new service. (first applied 2015)
Route 093: Pilot Hill Pipeline						
Priority 1 (P1)	**15.5**	17	15.5		13	Approve all P1 requests at 2003 flow.
Service Change Requests :						
093/0010				-1" (P3)		Approve request to decrease from 1.5" to 0.5".
093/0030				-0.5" (P3)		Approve request to decrease from 0.5" to 0".
093/0040				-0.5" (P3)		Approve request to decrease from 1" to 0.5".
093/0060				-1"		Approve request. Irrigation Service Revoked
093/0065				+0.5"(P3)		Approve request to increase from 0 to 0.5". Activate acct. (first applied 2014)
Route 094: Pilot Hill Estates Pipeline--*Max 1 1/2"*						
Priority 1 (P1)	**20**	15	20		19.5	Approve all P1 requests at 2003 flow.
Service Change Requests :						
094/0015				-1" (P3)		Approve request to decrease from 1.5" to 0.5".
094/0038				+0.5" (P3)		Approve request to increase from 0.5 to 1".
095: Rattlesnake Bar Rd. Pipelines						
Priority 1 (P1)	**9.5**	10	10.5		10.5	Approve all P1 requests at 2003 flow.
Service Change Requests :	None					
096: Spanish Dry Diggins Ditch						
Priority 1 (P1)	**29**	15	29		29	Approve all P1 requests at 2003 flow.
Service Change Requests :						
096/0015				+0.1" (P3)		Approve request to increase from 0 to 1". Activate acct. (first applied 2018)
096/0060				-1"		Approve request. Irrigation Service Revoked.
097: Taylor Mine Ditch						
Priority 1 (P1)	**32**	25	32		29	Approve all P1 requests at 2003 flow.
Service Change Requests :						
097/0085				-2" (P3)		Approve request to decrease from 5" to 3".
097/0120				-1" (P3)		Approve request to decrease from 2" to 1".
TOTALS	**632.0**	**398**	**614.5**		**562.5**	
	Water is available in the following routes prior to the start of the 2018 season:					
		Route 80	**11**	**Route 88**	**1**	
		Route 82	**1**	**Route 90**	**35**	
		Route 84	**9**	**Route 91**	**0.5**	
		Route 85	**3.5**	**Route 93**	**2.5**	
		Route 86	**3**	**Route 94**	**0.5**	
		Route 87	**0.5**	**Route 97**	**3**	

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Attachment 2

Stephanie Beck

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

[redacted]

Thank you for this.

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

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

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

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

Steve,

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

Thank you.

[redacted]

RESOLUTION NO. 2018-19

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

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

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

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

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

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

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

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

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

AYES: 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 2018-19, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 19th day of April 2018.

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