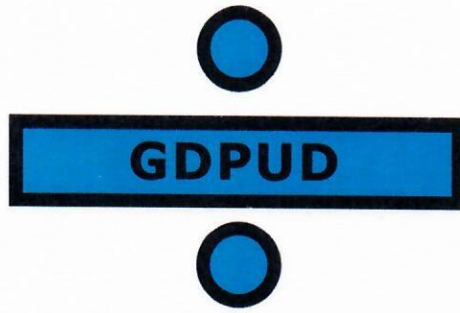


**INFORMATIONAL ITEMS**





## INFORMATIONAL ITEMS

ITEM 6.C.



# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Auburn Lake Trails Wastewater Management Zone Report for February 2020

Presented to the GDPUD Board of Directors

March 10, 2020

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 - 890**

### Field Activities

✓ Routine Inspections:	57
✓ Property Transfer Processing:	10 - 5
✓ New Inspection	2
○ Homeowner	0
○ Construction	3
○ Plan Review	1
○ Watertight Test	1
✓ Weekly CDS Operational	4
○ New Wastewater System	2 (1708,369)
○ New CDS Tank	0
○ New Pump Tank	1 (303)

### Reporting

The monthly Sanitary Sewer Overflow (SSO) – *No Spill Certification* was submitted electronically to California Integrated Water Quality System (CIWQS) on March 2, 2020.

### Other Activities

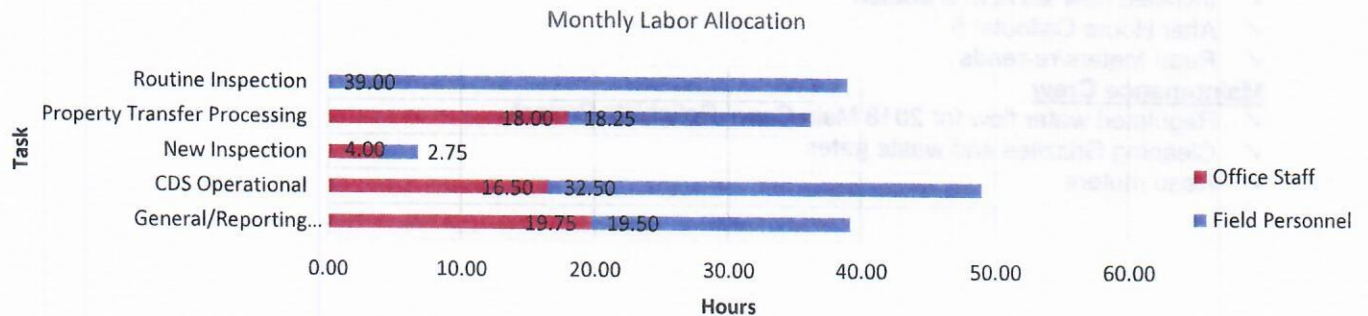
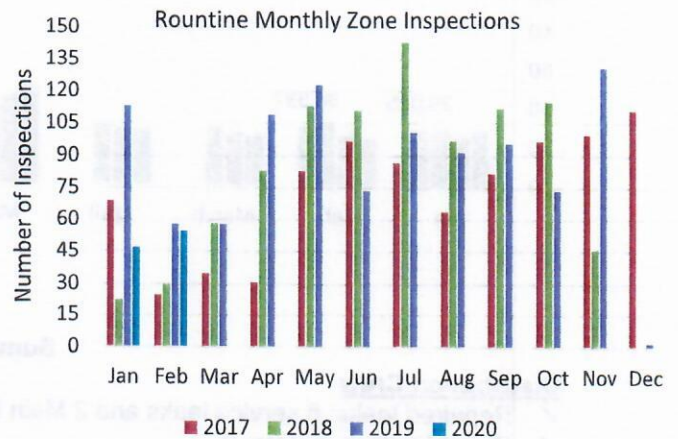
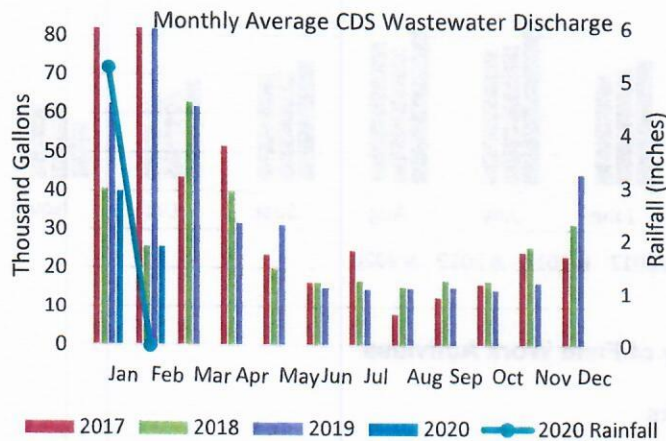
Coating of sewer maintenance hole, Confined space training, CDS Road grading

### CDS – Wastewater Discharge

745,500 gallons / 25,706 gallon/day average

### Rainfall

0 inches



**Georgetown Divide Public Utility District**  
 6425 Main Street P.O. Box 4240, Georgetown, CA 95634 • (530) 333-4356 • [www.gd-pud.org](http://www.gd-pud.org)  
 Steven Palmer, PE, General Manager • Darrell Creeks, Operations Manager

# GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## Operations Manager's Report for February 2020

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

March 10, 2020, AGENDA ITEM #6.C.

### Water Production for the Month of

#### February

#### Auburn Lake Trails Water Treatment Plant

113.357 million gallons  
460,586 gallons/day average

#### Walton Lake Water Treatment Plant

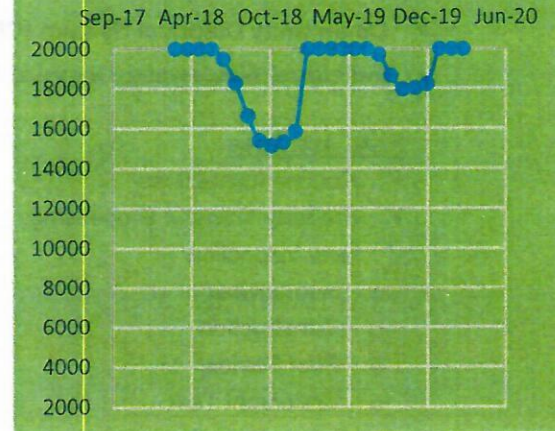
17.240 million gallons  
594,482 gallons/day average

### Water Quality Monitoring

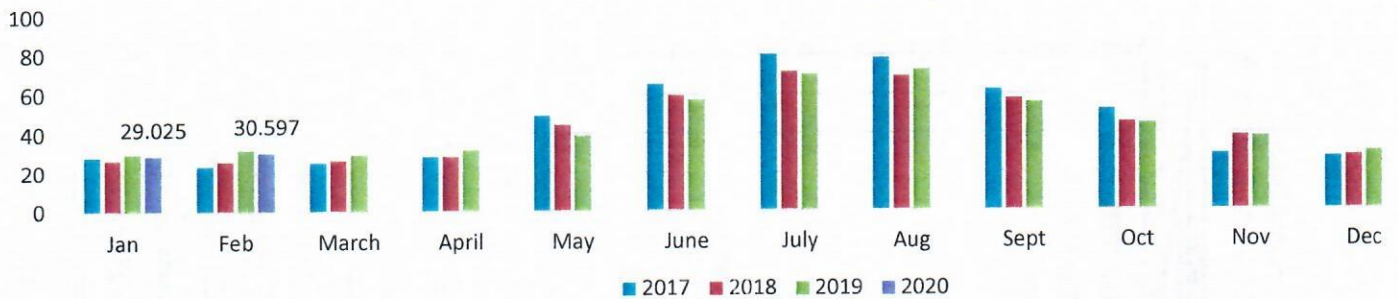
Monitoring has been completed and reports have been submitted to the State Water Resources Control Board.

- ✓ The treatment plants are in compliance with all drinking water standards,
- ✓ 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

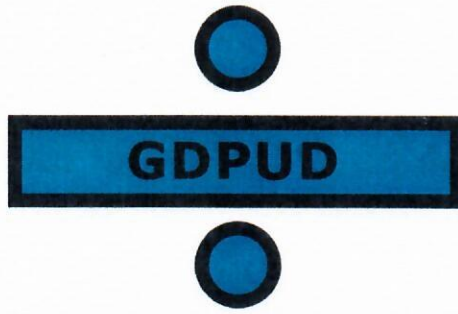
- ✓ Repaired leaks: 6 service leaks and 2 Main Breaks
- ✓ Repair/replace meters: 0
- ✓ Installed new service: 0 treated
- ✓ After Hours Callouts: 5
- ✓ Read Meters/re-reads

#### Maintenance Crew

- ✓ Regulated water flow for 2018 Main Canal Reliability Project
- ✓ Cleaning Grizzlies and waste gates
- ✓ Read meters

### Georgetown Divide Public Utility District

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



## INFORMATIONAL ITEMS

ITEM 6.E.





**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF March 10, 2020  
AGENDA ITEM NO. 6.E.**

**GDPUD**

**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: ALTWTP UPDATE ON PROJECT COMPLETION ACTIVITIES**

**PREPARED BY:** George Sanders, Engineering Consultant

**APPROVED BY:** Jeff Nelson, Interim General Manager

---

**Introduction**

This is a summary of the project close-out activities for the ALT Water Treatment Plant Project.

**Notice of Completion**

Upon receiving the Board's approval at the regular meeting of February 11, 2020, a Notice of Completion was filed with the El Dorado County Recorder's Office on February 12, 2020. As identified within California Construction Law, a notice was served, by certified letter, to the Contractor, Myers & Sons Construction, together with all subcontractors who had filed a Notice of Preliminary Lien with the District. As of this date the District has not received any liens.

**Official Notification from SWRCB on Project Completion**

The District received a letter, dated January 29, 2020, from the State Water Resources Control Board (State), confirming the issuance of the final payment on the State Drinking Water Revolving Fund Loan for a total disbursement of \$10,000,000. A copy of this letter is included within this report as **Attachment 1**.

A remaining task, as identified within the SRF Loan Agreement, is the submittal of the Project Completion Report. Staff anticipates that report will be submitted to the State during the week of March 16<sup>th</sup>.

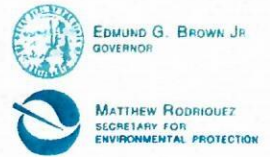
**Contract Closeout Initiated with Contractor**

Myers & Sons Construction was officially notified that the District has initiated the contract closeout process pursuant to Section 01700 of the Professional Services Agreement. Key elements of this process require the Contractor to produce all record documents, all Operating and Maintenance Data, Spare Parts and Materials, Evidence of Payment and Release of Liens, two copies of each specified special bonds and warranties, together with the Contractors Final Application for Payment.

This concludes information contained within this report.

**ATTACHMENTS**

1. Official Notification from SWRCB on Project Completion



## State Water Resources Control Board

### NOTICE OF COMPLETION

January 29, 2020

Mr. Steve Palmer  
Georgetown Divide Public Utility District  
PO BOX 4240  
Georgetown, CA 95634

Dear Mr. Steve Palmer:

DRINKING WATER STATE REVOLVING FUND (DWSRF); GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT; PROJECT NO. 0910013-005C; CONTRACT NO. D1602021.

Congratulations on the completion of your project.

Your Request for Disbursement Number 32 dated January 17, 2020 was your final payment. There are no remaining funds. No amount to be disencumbered.

Please continue to make your annual loan repayments in accordance with the repayment provisions of your Drinking Water State Revolving Fund Finance Agreement. In addition, per your Finance Agreement, your agency is required to retain records a minimum of 36 months from the date of Project Completion for audit purposes.

If you have any questions, please contact me at (916) 322-5330 or [Karina.Frazier@waterboards.ca.gov](mailto:Karina.Frazier@waterboards.ca.gov).

Sincerely,

Karina Frazier  
Associate Governmental Program Analyst  
Division of Financial Assistance  
State Water Resources Control Board

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE OFFICER

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)





EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

**State Water Resources Control Board**

**Funding Summary**

<b>Agreement #</b>	<b>PCA</b>	<b>Total Amount Encumbered*</b>	<b>Total Invoiced</b>	<b>Remaining Balance to be Disencumbered</b>
Safe Drinking Water State Revolving Fund	54501	\$10,000,000	\$10,000,000	\$0
		\$10,000,000	\$10,000,000	\$0

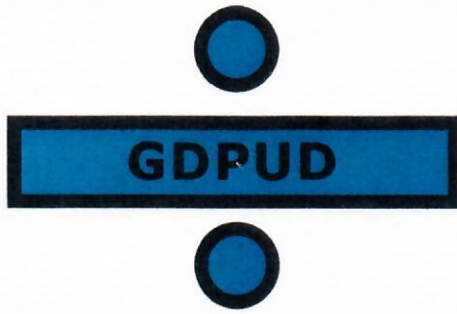
\* Original amount encumbered or the current amended budget amount.

FELICIA MARGUS, CHAIR | THOMAS HOWARD, EXECUTIVE OFFICER

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)







## NEW BUSINESS

ITEM 7.A.



**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF March 10, 2020  
AGENDA ITEM NO. 7.A.**



**GDPUD**

**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: AWARD A CONSTRUCTION CONTRACT WITH QUALITY PAINTING AND SANDBLASTING IN THE AMOUNT OF \$125,500 FOR SPANISH DRY DIGGINS WATER STORAGE TANK RECOATING**

**PREPARED BY:** Darrell Creeks, Operations Manager

**APPROVED BY:** Jeff Nelson, Interim General Manager

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**BACKGROUND**

The cleaning, maintenance, and recoating of one water storage tank at the Spanish Dry Diggins Storage Tank site (see Location Map, **Attachment 1**) is a project included in the FY 2019-20 Budget and the five (5)-year capital improvement plan. The need to clean and perform maintenance on this tank, as well as others within the Georgetown Divide Public Utility District ("District") facilities, is identified in the State inspection reports. The programmed expenditure in the five (5)-year capital improvement plan is \$230,000. Funding dedicated to this project is from Fund 43.

**DISCUSSION**

On January 10, 2020, the District released a request for bids for the recoating of the interior and exterior of Spanish Dry Diggins Water Storage Tank, an existing 200,000-gallon steel potable water storage tank, together with testing and proper disposal of all waste materials.

On January 31, 2020, the District received six (6) completed bid proposals ranging from a high bid of \$186,800 to a low bid of \$125,500. The bids were opened publicly at the appointed time and location. The bid summary sheet is attached as **Attachment 2**.

Quality Painting and Sandblasting was the apparent low bidder with a bid of \$125,500. The bid is included as **Attachment 2**. Staff reviewed and accepted the bid proposal and was able to contact three (3) of the five (5) references supplied by Quality Painting and Sandblasting for previous similar projects. The three (3) respondents were positive in their assessment of Quality Painting and Sandblasting's performance on the listed projects. The fourth and fifth references did not respond to our inquiries. The references summary sheet is included as **Attachment 3**.

The construction project is planned to be completed by June 1, 2020. Due to the time-sensitive nature (increased seasonal demands for treated water) and short construction schedule (40 calendar days) of this project, staff recommends that the General Manger have "change order" authority in an amount not to exceed 10% of the contract amount. This will eliminate the need to return to the District Board of Directors for minor changes to the project, allowing for a timely completion of the project.

**FISCAL IMPACT**

The current total capital project budget is \$230,000. At this point in time, the projected expenditures are listed below:

Construction Inspection and Management	\$ 30,800
Construction Contract	125,500
Construction Contingency	<u>12,550</u>
<b>Total</b>	<b>\$168,850</b>

Staff does not anticipate exceeding the amount already planned to be used from capital reserves (Fund 43), so a budget adjustment is not needed at this time.

**CEQA ASSESSMENT**

This project is categorically exempt pursuant to CEQA Guidelines Section 15301, Existing Facilities, and Section 15061, No Possibility of Significant Effect on the Environment. The project is limited to maintenance of existing facilities and does not involve an expansion of use.

**RECOMMENDED ACTION**

Staff recommends that the Georgetown Divide Public Utility District Board of Directors adopt Resolution 2020-XX (**Attachment 4**) awarding the construction contract, authorizing the General Manager to execute a contract with Quality Painting and Sandblasting in the amount of \$125,500, and authorizing the General Manager to approve change orders not to exceed 10% of the contract amount.

**ATTACHMENTS**

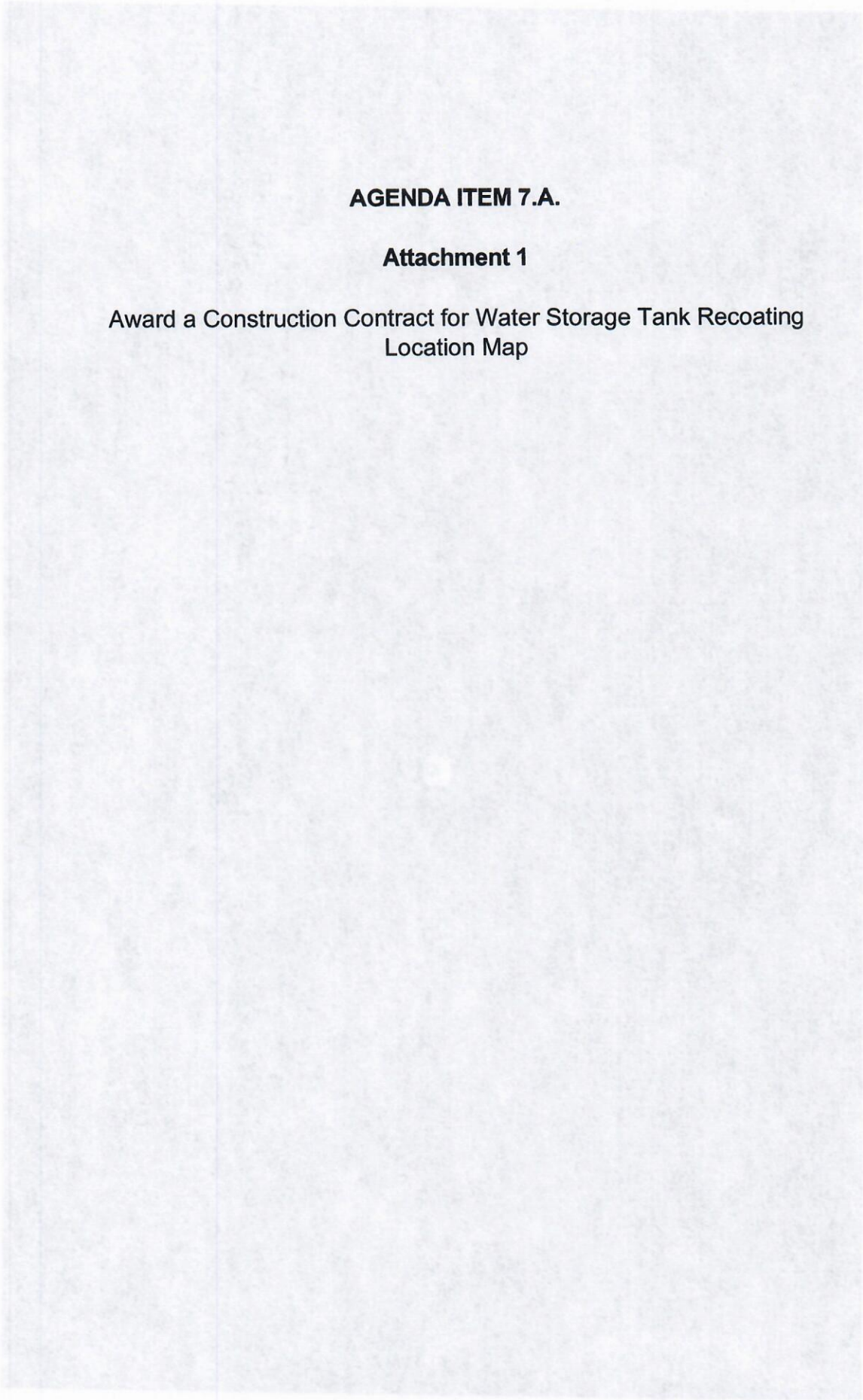
1. Location Map
2. Bid Summary Sheet
3. References Summary Sheet
4. Resolution 2020-XX



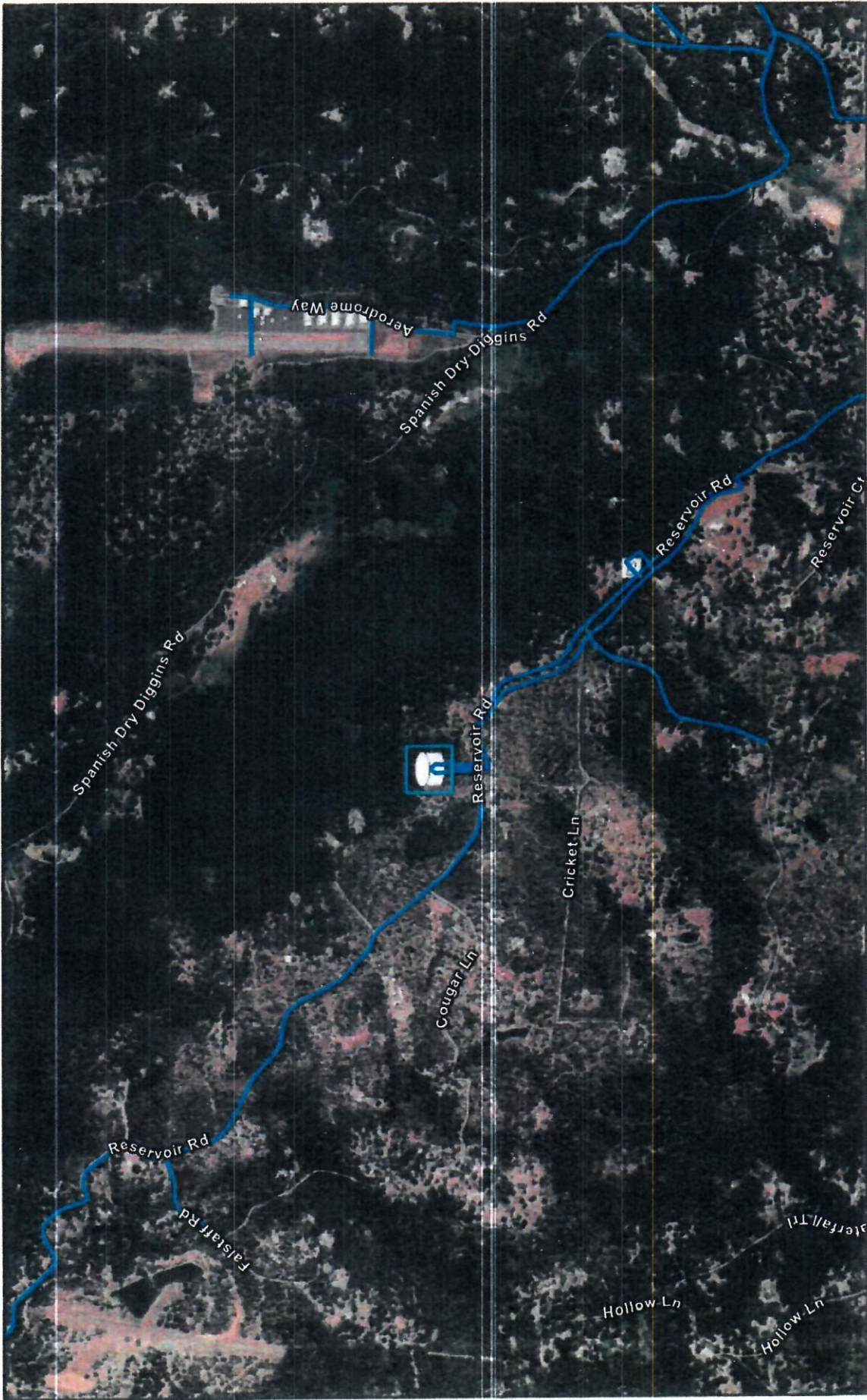
**AGENDA ITEM 7.A.**

**Attachment 1**

**Award a Construction Contract for Water Storage Tank Recoating  
Location Map**



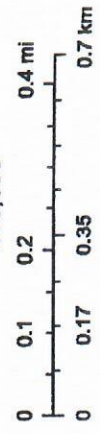
# Water System Map



2/4/2020, 3:49:27 PM

- WaterDistribution - wMainline | — Tank
- Mainline | —
- Private Line | —
- WaterDistribution - wMajorFacility | —
- Booster Pump Station | —
- Reference\_Layers - District Boundaries
- GDPUJ District Boundary | —

1:18,056



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus  
 GDPUD  
 USDA FSA | Esri Community Maps Contributors, Esri, HERE, Garmin, INCREMENT P, METINASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA |

**AGENDA ITEM 7.A.**

**Attachment 2**

**Award a Construction Contract for Water Storage Tank Recoating  
Bid Summary Sheet**

Note: This is not a summary sheet but provides a listing of those contractors who submitted bids and their corresponding Bid Amounts.

Prepared by: \_\_\_\_\_  
(Signature)  
For Name: \_\_\_\_\_  
Witness: \_\_\_\_\_  
(Signature)  
Date: \_\_\_\_\_

# BID SUMMARY SHEET

<b>Project:</b> Spanish Dry Diggins water storage tank recoating.	<b>Due Date and Time:</b> 01/31/2020 at 2 p.m. Local time
<b>Facilitator:</b> Darrell	<b>Location:</b> GDPUD Main Office

Contractor	Bid Amount
Top Line Engineer	\$ 163,000
Quality Paving & Sand Blasting	\$ 125,500
Ferr Construction	\$ 186,800
Euro Style Management	\$ 147,740
Olympus & Associates	\$ 182,090
Paso Robles Tank	\$ 168,849

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

Prepared by:   
 (Signature)

Print Name: Adam Brown

Witness:   
 (Signature)

Print Name: Darrell Creeks



**Experience Qualifications**

Number of years Bidder has been in the contracting business, under the present business name:  
1 Years (Previously DBA Quality Painting & Maintenance 28 years)

Experience in work, of a nature similar to that covered in the bid extends, over a period of 30+ years.

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

If yes, please explain:

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**List of Previous Contracts Completed by Contractor**

	DATE	NAME OF PROJECT	CONTRACT AMOUNT	OWNER	PHONE #
1.	12/26/19	clearwell/Surge Tank 200k gal Tank / 100k gal Tank	\$188,000	Jared Walker Mill View WD	(707) 462-7229
2.	2/14/19	80k gal Interior Reclaimed Water Tank	\$48,860	Denise Andrews Mill Valley DPW	(415) 354-4708
3.	8/6/19	300k gal Interior Fire Protection Tank	\$119,580	Tim Kierst Safeway	(209) 833-4940
4.	6/20/18	200k gal Interior/Exterior Milani's Tank	\$135,466	Dave Redding Mill View DPW	(707) 272-7857
5.	2/15/18	220k gal Interior/Exterior Temescal Tank	\$175,780	Matt Valley of the Moon DPW	(707) 888-2109

Please attach separate sheet, if needed.

Under Quality Painting & Maintenance we have also done 3 Water Tanks for the City of Georgetown, CA in the past 10 years.

OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVISION PUBLIC UTILITY DISTRICT  
AUTHORIZING THE GENERAL MANAGER TO EXECUTE  
A CONSTRUCTION CONTRACT WITH QUALITY PAINTING AND  
BANDBLASTING FOR AN AMOUNT NOT TO EXCEED \$125,000 FOR  
THE RECOATING OF THE GENERAL MANAGER TO APPROVE CHANGE  
ORDERS NOT TO EXCEED THE CONTRACT AMOUNT

**AGENDA ITEM 7.A.**

**Attachment 4**

**Award a Construction Contract for Water Storage Tank Recoating  
Resolution**

WHEREAS, a utility storage tank recoating was conducted  
in 2018 which identified several storage tanks in the Georgetown Public Utility  
District (District) in need of cleaning and recoating including the Spanish City Digging  
Storage Tank; and

WHEREAS, a notice inviting bids to award a contract to perform the recoating of  
Garden Park Storage Tank was issued on January 10, 2020, and six (6) bids were  
received on January 31, 2020, and

WHEREAS, after reviewing bids, District staff have determined that Quality  
Painting and Bandblasting the lowest responsive and responsible bidder, and

WHEREAS, the Quality Painting and Bandblasting bid is in the amount of  
\$125,000, and

WHEREAS, the project expenditure are expected to be in the amount of  
\$125,000, which is within the total project budget of \$200,000.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
THE GEORGETOWN DIVISION PUBLIC UTILITY DISTRICT THAT

1. The construction contract is awarded to Quality Painting and Bandblasting.
2. The General Manager is authorized to execute a construction contract with  
Quality Painting and Bandblasting in the amount of \$125,000 for the recoating  
of Spanish City Digging Storage Tank.
3. The General Manager is authorized to approve change orders not to exceed  
10% of the contract amount.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Division  
Public Utility District at a meeting of said Board held on the tenth day of March 2024, by  
the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

**RESOLUTION NO. 2020-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**AUTHORIZING THE GENERAL MANAGER TO EXECUTE**  
**A CONSTRUCTION CONTRACT WITH QUALITY PAINTING AND**  
**SANDBLASTING FOR AN AMOUNT NOT TO EXCEED \$125,500 FOR**  
**THE RECOATING OF SPANISH DRY DIGGINS STORAGE TANK,**  
**AUTHORIZING THE GENERAL MANAGER TO APPROVE CHANGE**  
**ORDERS NOT TO EXCEED 10% OF THE CONTRACT AMOUNT**

**WHEREAS**, a Utility Service Group water storage tank inspection was conducted in 2015 which identified several storage tanks in the Georgetown Divide Public Utility District ("District") in need of cleaning and recoating, including the Spanish Dry Diggins Storage Tank; and

**WHEREAS**, a notice inviting bids to select a contractor to perform the recoating of Garden Park Storage Tank was issued on January 10, 2020, and six (6) bids were received on January 31, 2020; and

**WHEREAS**, after reviewing bids, District Staff have determined that Quality Painting and Sandblasting the lowest responsive and responsible bidder; and

**WHEREAS**, the Quality Painting and Sandblasting bid is in the amount of \$125,500; and

**WHEREAS**, the project expenditures are expected to be in the amount of \$156,300, which is within the total project budget of \$230,000.

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

1. The construction contract is awarded to Quality Painting and Sandblasting.
2. The General Manager is authorized to execute a construction contract with Quality Painting and Sandblasting in the amount of \$125,500 for the recoating of Spanish Dry Diggins Storage Tank.
3. The General Manager is authorized to approve change orders not to exceed 10% of the contract amount.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the tenth day of March 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:



---

Dave Souza, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

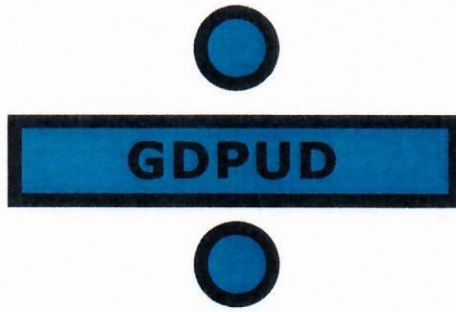
### **CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX 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 Tenth day of March 2020.

---

Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



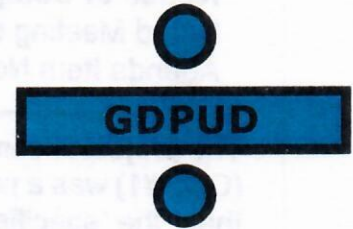


**NEW BUSINESS**

ITEM 7.B.



**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF MARCH 10, 2020  
AGENDA ITEM NO. 7.B.**



**AGENDA SECTION: CONSENT CALENDAR**

**SUBJECT: NOTICE OF COMPLETION FOR THE 2018 MAIN CANAL  
RELIABILITY PROJECT**

**PREPARED BY: Elaine Greif, Coastland Civil Engineering**

**APPROVED BY: Jeff Nelson, Interim General Manager**

---

**BACKGROUND**

On October 8, 2019, the Georgetown Divide Public Utility District (the "District") Board of Directors "Board" approved Resolution 2019-60 authorizing the District General Manager to execute a contract for construction with Bosco Constructors, Inc. (Bosco) in the amount of \$840,756.68 for the 2018 Main Canal Reliability Project, and authorizing the District General Manager to approve change orders not to exceed 10% of the contract amount for a total expenditure authorization of \$924,833.

The scope of this project included the installation of approximately 3,170 lineal feet ("LF") of gunite lining in three sections of the existing Main Canal which delivers water to both the raw water customers and the Sweet (Auburn Lake Trails) Water Treatment Plant. The intent of this work was to repair and improve the exiting earthen ditch to stop leaks and conserve water.

The Notice to Proceed was issued on November 20, 2019. The Notice specified that work must be complete by April 1, 2020.

**DISCUSSION**

Bosco completed the work on February 4, 2020. The Board needs to formally accept the work as complete and direct staff to file the Notice of Completion for the 2018 Main Canal Reliability Project with the El Dorado County Recorder. Filing a Notice of Completion is formal notice that the Project is complete and shortens the deadlines for contractors, subcontractors, and material suppliers to file liens and stop payment notices.

**FISCAL IMPACT**

The original contract amount was \$840,756.68, with funding from Fund 39 Capital Facility Charge and Fund 43 Capital Reserves of the Fiscal Year 2019/2020. With construction complete, the final construction contract amount is \$708,677.60.

The project is complete, and two change orders have been finalized. The first change order (CCO#1) was a no cost change order allowing the contractor to use wet mix shotcrete rather than the specified dry mix gunite. A second change order (CCO#2) documented all differences in contract quantities and has been finalized with a net cost reduction of \$132,079.09 or 15.7% of the original contract amount. The major value change in CCO#2 is the adjustment of all quantities to final with an overall decrease in the concrete material quantities by 15.9%. Field placement of the concrete was managed to meet the district's requirements with less concrete than estimated by the engineer.

CCO#2 includes some minor extra work in the amount of \$1,899.48 for grading adjustments adjacent to the canal. These adjustments occurred as a result of the improved canal wall heights in areas where the existing canal walls had failed or were much lower than the upstream and downstream cross sections. Rather than fill with costly shotcrete, the low areas were filled with waste concrete rubble and native soil. This approach resulted in a more uniform canal wall height and width without placing large masses of shotcrete to fill in the voids.

<b>SUMMARY OF CONTRACTOR PAYMENTS AND RETENTION</b>					
<b>Contractor Invoices</b>		<b>Date of Invoice</b>	<b>Amount of Invoice</b>	<b>5% Retention</b>	<b>Payment Amount</b>
Contractor Payment	Application No. 1	1/27/2020	\$372,469.54	\$18,623.48	\$353,846.06
Contractor Payment	Application No. 2	TBD	\$336,208.06	\$16,810.40	\$319,397.66
<b>TOTALS</b>			<b>\$708,677.60</b>	<b>\$35,433.88</b>	<b>\$673,243.72</b>

The retention amount of \$35,433.88 is scheduled for release 30 (thirty) days after the filing of this Notice of Completion.

The Revised Capital Improvement Plan budget for this Project as approved by the Board on October 8, 2019 is \$953,451 from Fund 39 Capital Facility Charge and \$84,017 from Fund 43 Capital Reserves. Current and projected costs are summarized in the table below.

<b>Phase</b>	<b>Expended to Date</b>	<b>Total Projected</b>	<b>Budget</b>
Engineering/Environmental	\$ 46,986	\$ 47,635	\$ 47,635
Construction Management	\$ 12,164	\$ 65,000	\$ 65,000
Construction (Incl. 10% cont.)	\$ 353,846	\$ 708,678	\$ 924,833
<i>Total</i>	<i>\$ 412,996</i>	<i>\$ 821,313</i>	<i>\$1,037,468</i>

Project expenditures are within budget and a budget adjustment is not required.

---

**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 adopt a resolution accepting the 2018 Main Canal Reliability Project as complete and authorize the General Manager to file the Notice of Completion with the El Dorado County Recorder (Attachment A).

**ALTERNATIVES**

Alternatively, the Board may provide staff with additional direction.

**ATTACHMENTS**

1. Notice of Completion
2. Resolution

**ATTACHMENT 1**  
**NOTICE OF COMPLETION**



Recording requested by:  
**Georgetown Divide Public Utility District**

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

For recorder's use

**NOTICE OF COMPLETION  
No Recording Fee Pursuant to Gov. Code 27383**

NOTICE IS HEREBY GIVEN THAT:

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

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

3. The name and address of the direct contractor for the work of improvement described herein is:

**Bosco Constructors Inc.  
21353 Mayall Street  
Chatsworth, CA 91311**

4. This notice is given for completion of the work of improvement described herein.
5. The work of improvement was accepted as completed upon the herein described property on March 10, 2020; below is a general description of the work of improvement completed: 2018 Main Canal Reliability Project The project consisted of the shotcrete lining of approximately 3,170 lineal feet of an existing raw water ditch system.
6. The real property herein referred to is situated in the unincorporated area of the County of El Dorado, State of California, and is described as follows: The project is located in northwestern El Dorado County, within the community of Georgetown adjacent to the following parcels: 061-441-25, 061-441-28, 061-441-13, 061-441-11, 061-441-27, 061-441-34, 061-41-12, 061-441-10, 061-441-56
7. There street address of said property is: various addresses along the north side of State Highway 193 between Spanish Dry Diggins Road and Staghorn Lane.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Jeff Nelson, P.E., Interim General Manager  
Clerk and ex officio Secretary, Board of Directors  
Georgetown Divide Public Utility District

OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
ACCEPTING COMPETITION AND DIRECTING THE FILING OF NOTICE OF  
COMPLETION FOR THE 2013 MAIN CANAL REPAIR/REPLACEMENT PROJECT

**ATTACHMENT 2**  
**RESOLUTION**

WHEREAS, on October 14, 2019, the Board of Directors of the Georgetown Divide Public Utility District (District) entered into a contract with Ocean Construction, Inc., a California corporation, with its primary office located at 21555 Redwood Road, Redwood City, CA 94061 (Contractor) for the 2013 Main Canal Rehabilitation Project consisting of grade fixing of approximately 2,170 linear feet of three different sections of an existing raw water main system; and

WHEREAS, the Notice to Proceed was issued on November 20, 2019. The Notice specified that work must be completed by April 1, 2020; and

WHEREAS, the work of improvement was completed on February 4, 2020.

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

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

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the tenth day of March 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

David Souza, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**RESOLUTION NO. 2020-**

**OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
ACCEPTING COMPLETION AND DIRECTING THE FILING OF NOTICE OF  
COMPLETION FOR THE 2018 MAIN CANAL RELIABILITY PROJECT**

**WHEREAS**, on October 14, 2019, the Georgetown Divide Public Utility District (District) entered into a contract with Bosco Constructors, Inc., a California corporation, with its primary office located at 21353 Mayall Street, Chatsworth, CA 91311 (Contractor) for the 2018 Main Canal Reliability Project consisting of gunite lining of approximately 3,170 lineal feet of three different sections of an existing raw water ditch system; and

**WHEREAS**, the Notice to Proceed was issued on November 20, 2019. The Notice specified that work must be complete by April 1, 2020; and

**WHEREAS**, the work of improvement was completed on February 4, 2020.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT:**

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

**PASSED AND ADOPTED** by the board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the tenth day of March 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

---

David Souza, President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Jeff Nelson, Clerk and EX officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

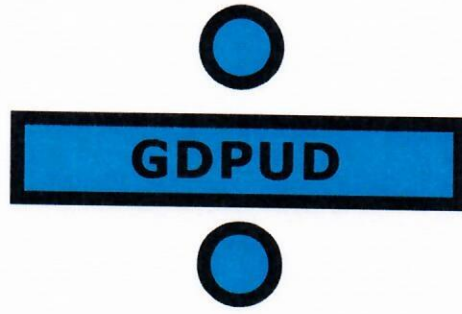
**CERTIFICATION**

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-  
duly and regularly adopted by the Board of Directors of the Georgetown Divide Public  
Utility District, County of El Dorado, State of California, on the 10th day of March, 2020.

---

Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT





**NEW BUSINESS**

ITEM 7.C.





**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF MARCH 10, 2020  
AGENDA ITEM NO. 7.C.**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: REAPPOINTMENT OF MR. KEN PAULEY TO FINANCE COMMITTEE**

**PREPARED BY:** Jeff Nelson, Interim General Manager

**APPROVED BY:** Jeff Nelson, Interim General Manager

---

**BACKGROUND**

The Finance Committee role and responsibility is defined by Board Resolution 2018-14 (Attachment 1). According to Section 2.5 (Terms) of this resolution, "the terms of the office shall be two (2) years. Committee members may be reappointed to subsequent years."

**DISCUSSION**

Ken Pauley's term on the Finance Committee expires in March of 2020. Mr. Pauley wishes to be reappointed to the Finance Committee.

**FISCAL IMPACT**

There is no fiscal impact to the District resulting from this action.

**CEQA ASSESSMENT**

This is not a CEQA project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) consider Mr. Pauley's request for reappointment to the Finance Committee for another two-year term.

**ATTACHMENTS**

1. Resolution 2018-14
2. Resolution 2018-15
3. Letter from Ken Pauley

**AGENDA ITEM 7.C.**

**ATTACHMENT 1**

**Resolution 2018-14**

**RESOLUTION NO. 2018-14**

**OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
PROVIDING ROLE AND RESPONSIBILITIES OF THE FINANCE COMMITTEE**

**WHEREAS**, the Georgetown Divide Public Utility District ("District") Board of Directors ("Board") previously memorialized the membership, duties, responsibilities, and other matters pertaining to the Finance Committee through Resolution 2017-25; and

**WHEREAS**, the Board seeks to rescind and replace Resolution 2017-25 to modify the role and responsibilities of the Finance Committee; and

**WHEREAS**, the Finance Committee will assist the Board in the review of financial information of the District and make recommendations to the Board for actions related to the District's finances and budgeting; and

**WHEREAS**, the Board finds it to be in the best interest of the public to establish the Finance Committee's role as set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS AS FOLLOWS:**

**SECTION 1:** Resolution 2017-25 is hereby rescinded and replaced with this Resolution 2018-11 and shall be of no further force or effect following the Board's adoption of this Resolution 2018-11.

**SECTION 2.** The Finance Committee ("Committee") shall be created as follows:

1. **Membership; Quorum.** The Committee shall be composed of no fewer than three (3) and no more than seven (7) members. A quorum shall consist of a simple majority of the total number of members currently appointed to the Committee.
2. **Selection of Committee Members.** The policy for selecting Committee members is shown in "*Exhibit A.*" which is attached hereto and incorporated herein by reference as if set forth in full.
3. **Role of the Committee.** The primary role of the Committee is to provide recommendations to the Board of Directors ("Board") in response to proposals made by staff on matters related to the District's finances. It shall be the responsibility of the Committee to:
  - a. Review annual operating budget proposed by staff and make recommendations to the Board.
  - b. Review long-range strategic financial planning proposed by staff and make recommendations to the Board.

- c. Review the audited annual financial statements and make recommendations to the Board.
  - d. Monitor District financial reports and investments and make any recommendations to the Board as requested by the Board.
  - e. Present all Committee identified financial goals and proposals to the Board for approval.
4. **Meetings.** The Committee shall meet at least quarterly, and more often if needed or requested by the Board. Meetings shall be held at the District's offices. The Rules of Operating Procedure are shown in "*Exhibit B.*" which is attached hereto and incorporated herein by reference as if set forth in full.
  5. **Terms.** The terms of the office shall be two (2) years. Committee members may be re-appointed to subsequent terms.
  6. **Vacancies.** Any vacancies shall be filled for the unexpired term by the Board of Directors.
  7. **Removal.** All Committee members serve at the will of the Board, and any member may be removed by an affirmative vote of three (3) members of the Board. There shall be no requirement to show cause for removal.
  8. **Officers.** The Committee shall designate from among its members a Chair, Vice-Chair, and Secretary. The Chair shall preside over the meetings, and in the Chair's absence the Vice-Chair shall preside. If both the Chair and the Vice-Chair are absent, the remaining members, if a quorum exists, shall select from among themselves a person to preside over the meeting. The Secretary (or another member if the Secretary is absent) shall prepare agendas and minutes of every meeting and shall be responsible for transmitting the agenda and the final copy of all minutes to the General Manager or designee. Items needing Board action shall be transmitted as soon as possible to the General Manager or designee for inclusion on the next available Board agenda.
  9. **Advisory Nature of the Committee.** The Committee is advisory in nature and shall report and be responsible to the Board of Directors. The Committee and its members have no authority to set policy, expend funds, or make obligations on behalf of the Board and/or the District.
  10. **Board Reports.** The Committee shall report on its activities to the Board at least quarterly, and more often if needed or requested by the Board. The Board Report can be either oral or written and shall include a description of the activities of the committee for the preceding period and any on-going or outstanding activities or tasks. Committee meeting minutes can be used to satisfy this requirement.
  11. **Board Liaison and Staff Support.** The Committee shall have the following Board and/or staff members to assist it with its work from time to time as may be necessary or

desired by the Committee and/or the Board: Board Treasurer who will serve as the Board Liaison, and a Staff Liaison designated by the General Manager. The Board Liaison and Staff Liaison shall (a) not be regular or ex officio members of the Committee; (b) not have the right to vote; and (c) not be counted for purposes of determining the presence of a quorum.

**SECTION 3.** This Resolution shall take effect immediately upon adoption. This Resolution shall remain in full force and effect until rescinded by a subsequent Resolution of the Board of Directors.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 13th day of March, 2018, by the following vote:

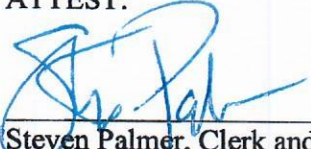
**AYES:** Halpin, Hanschild, Souza, Uso, Wadle

**NOES:**

**ABSENT/ABSTAIN:**

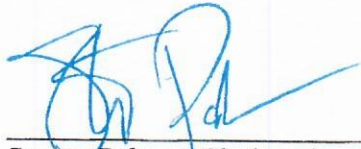
\_\_\_\_\_  
Londres Uso, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**ATTEST:**

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

#### CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-14 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 13<sup>th</sup> 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.C.**

**ATTACHMENT 2**

**Resolution 2018-15**

APPROVED AND ADOPTED by the Board of Directors of the Gasavon Utility District on this 14th day of June, 2018.



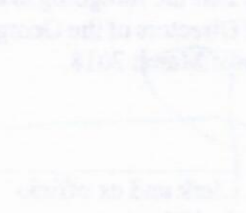
\_\_\_\_\_  
President, Board of Directors  
GASAVON UTILITY DISTRICT

APPROVED AND ADOPTED by the Board of Directors of the Gasavon Utility District on this 14th day of June, 2018.



\_\_\_\_\_  
Secretary, Board of Directors  
GASAVON UTILITY DISTRICT

APPROVED AND ADOPTED by the Board of Directors of the Gasavon Utility District on this 14th day of June, 2018.



\_\_\_\_\_  
Secretary, Board of Directors  
GASAVON UTILITY DISTRICT

**RESOLUTION NO. 2018-15**

**OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
CONFIRMING AN APPOINTMENTS TO THE FINANCE COMMITTEE**

**WHEREAS**, the Georgetown Divide Public Utility District ("District") Board of Directors ("Board") memorialized the membership, duties, responsibilities, and other matters pertaining to the Finance Committee through Resolution 2017-25; and

**WHEREAS**, the Board seeks to confirm the appointments of members to the Finance Committee; and

**WHEREAS**, the Board President recommends the appointment of Ken Pauley and Michael Saunders to the Finance Committee.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT** Ken Pauley and Michael Saunders are confirmed as appointees to the Finance Committee for a term of two (2) years, beginning March 14, 2018, and ending on March 14, 2020.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of 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 2018-15 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

Ken Pauley  
Georgetown, CA 95024

March 4, 2020

Dear Director Souza and Interim GM Jeff Hefner (aka Great James),

As a former Finance Committee member appointed by the Board in March 2019, my 3 year term is coming to a close. This letter is to formally request my appointment for another term.

My wife and I have lived in this community for 20 years now and are dedicated to the community. We are residential and vacation customers of the District with 13 acres of property in Georgetown. I have been a volunteer with Georgetown Fire for almost 10 years now and have been their

Secretary Treasurer for 7 years.

**AGENDA ITEM 7.C.**

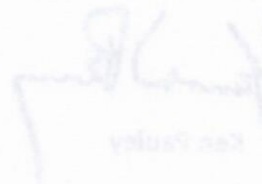
**ATTACHMENT 3**

**Letter from Ken Pauley**

My day job is with Cisco Systems where I have been a Senior Manager for 20 years. I have managed a 2500 annual budget and a 200 person global team. I have roughly 20 years of IT experience with most of that in the public sector. I have a decent understanding of budget processes outside through out the public sector.

I have been an active participant in the Finance Committee with a passion for the solution and future of our water district. I know to be pretty over worked and exhausted in my decision making, active participant in discussions and developing fact over history. I hope that my name on the Finance Committee to date has reflected that and that the Board will continue to allow me to serve the community on the Finance Committee.

Sincerely,



Ken Pauley

Ken Pauley  
Georgetown, CA 95634

March 4, 2020

Dear Director Souza and Interim GM Jeff Nelson Recipient Name:

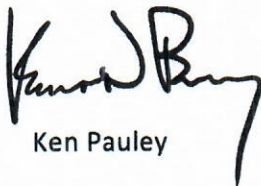
As a current Finance Committee member appointed by the board in March 2018 my 2 year term is coming to a close. This letter is to formally request my appointment for another term.

My wife and I have lived in this community for 10 years now and are both active in the community. We are residential and irrigation customers of the District with 12 acres of property in Georgetown. I have been a volunteer with Georgetown Fire for almost 10 years now and have been their secretary / treasurer for 7 years.

My day job is with Cisco Systems where I have been a Senior Manager for 13+ years, directly managing a \$5M annual budget and associated projects for my global team. I have roughly 30 years of IT experience with most of that in IT Management. I have a decent understanding of budget processes outside although outside of the government agency realm.

I have been an active participant in the Finance Committee with a passion for the solvency and future of our water district. I'm known to be pretty even keeled and reasonable in my decision making, active participant in discussions and leveraging facts over hearsay. I hope that my tenure on the Finance Committee to date has reflected that and that the Board will continue to allow me to serve the community on the Finance Committee.

Sincerely,



Ken Pauley

RESOLUTION NO. 2021-10  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVISION PUBLIC UTILITY DISTRICT  
REAPPOINTMENT OF MR. KEVIN PALFREY TO FINANCE COMMITTEE

WHEREAS, Mr. Kevin Palfrey was appointed to the Finance Committee on the 10th day of March 2021;

WHEREAS, Mr. Palfrey wishes to continue to serve on the Finance Committee;

WHEREAS, RESOLUTION NO. 2018-14, SECTION 2.5, Terms allow for reappointment of Committee Members;

NOW, THEREFORE, BE IT APPROVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVISION PUBLIC UTILITY DISTRICT the reappointment of Mr. Kevin Palfrey to the Finance Committee.

**AGENDA ITEM 7.C.**

**ATTACHMENT 4**

**Resolution**

the following vote:

AYES

NOES

ABSENT/ABSTAIN

David Souza, President, Board of Directors  
Georgetown Division Public Utility District  
Attest:

John Nelson, Clerk and Ex-officio  
Secretary, Board of Directors  
Georgetown Division Public Utility District

**RESOLUTION NO. 2020-XX  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
REAPPOINTMENT OF MR. KEN PAULEY TO FINANCE COMMITTEE**

**WHEREAS**, Mr. Ken Pauley's term on the Finance Committee expires in March of 2020; and

**WHEREAS**, Mr. Pauley wishes to continue to serve on the Finance Committee; and

**WHEREAS**, RESOLUTION NO. 2018-14, SECTION 2.5, Terms allows for reappointment on Committee Members,

**NOW, THEREFORE, BE IT APPROVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT** the reappointment of Mr. Ken Pauley to the Finance Committee.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

---

David Souza President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

*Attest:*

---

Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## CERTIFICATION

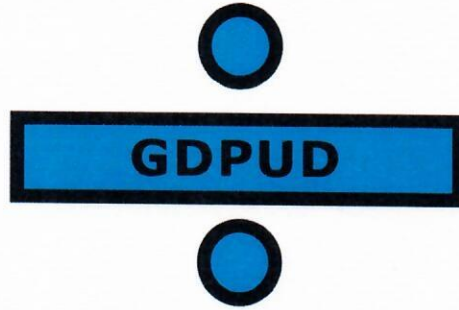
I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 10th day of March 2020.

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Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT







**NEW BUSINESS**

ITEM 7.D.



**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF MARCH 10, 2020  
AGENDA ITEM NO. 7.D.**

**GDPUD**

**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: AUTHORIZATION AND FUNDING RESOLUTIONS  
ASSOCIATED WITH THE AUTOMATED METER READING  
PROJECT**

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

**APPROVED BY:** Jeff Nelson, Interim General Manager

---

**BACKGROUND**

The District has submitted an application for a low interest loan from the Drinking Water State Revolving Fund (DWSRF). The low interest loan is to fund the Automated Meter Reading and Meter Replacement Project.

**DISCUSSION**

The DWSRF application requires the adoption of two resolutions by the District's Board of Supervisors. Resolution included in Attachment 1 authorizes the General Manager to sign and file the application on behalf of the District. Resolution included in Attachment 2 outline funds available for the project and authorizes funds to be spent for the Automated Meter Reading and Meter Replacement Project.

**FISCAL IMPACT**

This work and the expenditures associated with the Automated Meter Reading and Meter Replacement Project was included in the Capital Improvement Plan 2019/2020 to 2023/2024. A maximum of a 15-year loan will be accounted for in annual budgets, anticipated to begin in 2020/2021.

**CEQA ASSESSMENT**

A Class 2 categorical exemption – replacement or reconstruction was filed May 1, 2019 with County Clerk of El Dorado County

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the resolutions associated with the Automated Meter Reading and Meter Replacement Project.

**ATTACHMENTS**

1. Authorization Resolution
2. Funding Resolution

RESOLUTION NO. 2022-01  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

AUTHORIZING THE GENERAL MANAGER TO SIGN AND FILE ON BEHALF  
OF THE DISTRICT A FINANCING AGREEMENT FROM THE STATE WATER  
RESOURCES CONTROL BOARD

**AGENDA ITEM 7.D.**

**Attachment 1**

**Authorization Resolution**

WHEREAS, the District is entering into a financing agreement with the State Water Resources Control Board (SWRCB) for the funding of Advanced Meter Reading and Meter Replacement Project (AMRMP) and

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

1. Authorize the General Manager to sign and file on behalf of the District a Financial Assistance Application for a financing agreement from the Water Board for the planning, design, and construction of the Project.
2. Give the General Manager or designee is designated to provide the assistance, conditions, and commitments required for the financial assistance application, including executing a financial assistance agreement with the Water Board and any amendments or changes thereto; and
3. Give the General Manager, or designee, is designated to represent the District in carrying out the District responsibilities under the financing agreement, including carrying discussion requests on behalf of the District and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of March 2022, by the following vote:

AYES:  
NOES:  
ABSENT/ABSTAIN:

David Bruce President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**RESOLUTION NO. 2020-XX  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**AUTHORIZING THE GENERAL MANAGER TO SIGN AND FILE ON BEHALF  
OF THE DISTRICT A FINANCING AGREEMENT FROM THE STATE WATER  
RESOURCES CONTROL BOARD**

**WHEREAS**, the District is entering into a financial agreement with the State Water Resource Control Board (Water Board) that includes the funding of Automated Meter Reading and Meter Replacement Project (the Project); and

**WHEREAS**, The project will remove existing mechanical water consumption meters and replace them with automated electronic water meters.

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

1. Authorizes the General Manager to sign and file, for and on behalf of the District, a Financial Assistance Application for a financing agreement from the Water Board for the planning, design, and construction of the Project;
2. Gives the General Manager, or designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the Water Board and any amendments or changes thereto; and
3. Gives the General Manager, or designee, is designated to represent the District in carrying out the District's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the District and compliance with applicable state and federal laws.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

---

David Souza, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

\_\_\_\_\_  
Jeff Nelson, Clerk and Ex Officer  
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 2020-XX 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 10<sup>th</sup> day of March 2020.

\_\_\_\_\_  
Jeff Nelson, Clerk and Ex Officer  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**AGENDA ITEM 7.D.**

**Attachment 2**

Funding Resolution



**RESOLUTION NO. 2020-XX  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**AUTHORIZING THE GENERAL MANAGER TO UTILIZE THE STATE WATER  
RESOURCES CONTROL BOARD FUNDS FOR CONSTRUCTION COST  
ASSOCIATED WITH INSTALLATION OF ELECTRICAL AUTOMATED WATER  
CONSUMPTION METERS**

**WHEREAS**, on February 11, 2020, the Georgetown Divide Public Utility District (District) desires to finance the costs for the removal and replacement of all district mechanical water consumption meters with electronic automated water consumption meters (the Project);

**WHEREAS**, the District intends to finance the Project with funds (Project Funds) provided by the State of California, acting by and through the State Water Resources Control Board (Water Board);

**WHEREAS**, the Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the Obligations);

**WHEREAS**, prior to either the issuance of the Obligations or the approval by the Water Board of the Project Funds the District desires to incur certain capital expenditures (the Expenditures) with respect to the Project from available moneys of the District;

**WHEREAS**, the District has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the District for the Expenditures from the proceeds of the Obligations.

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

1. The District hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations of the approval by the Water Board of the Project Funds;
2. The reasonably expected maximum principal amount of the Project Funds is \$1,933,171;
3. The resolution is being adopted no later than 60 days after the date on which the District will expend moneys for the construction portion of the Project costs to be reimbursed with Project Fund;
4. Each District expenditure will be of a type properly chargeable to a capital account under general federal income tax principles;
5. To the best of our knowledge, the District is not aware of the previous adoption of official intents by the District that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued;

6. This resolution is adopted as official intent of the District in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs; and
7. All the recitals in this Resolution are true and correct and this District so finds, determines and represents.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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David Souza, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

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Jeff Nelson, 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 2020-XX 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 10<sup>th</sup> day of March 2020.

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Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



## NEW BUSINESS

ITEM 7.E.



**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF MARCH 10, 2020  
AGENDA ITEM NO. 7E**

**GDPUD**

**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: Amended Professional Services Agreement with Eide Bailly, LLP**

**PREPARED BY:** Christina Cross, Management Analyst *cc*

**APPROVED BY:** Jeff Nelson, PE, Interim General Manager

**BACKGROUND**

On August 8, 2017, Georgetown Divide Public Utility District ("District") contracted for finance management professional services with Eide Bailly LLP (formerly Vavrinek, Trine, Day & Co., LLP). The current scope of services includes financial and accounting oversight. The initial contract amount in 2017 was \$89,100 and amended by \$53,760 in February 2018 and again by \$59,100 in November 2018, for a current total not to exceed amount of \$201,960. An amended agreement is required to extend the term and increase the contract amount.

**DISCUSSION**

As a result of professional services from Eide Bailly over the last 2 and half years, the District has narrowed the scope of services needed from monthly routine accounting assistance to interim and year-end financial audit assistance and occasional journal reviews. The District is currently preparing for the annual interim and final financial audits and working closely with Eide Bailly staff. Eide Bailly employs professional staff trained at all experience levels and currently has availability to meet the District's needs. District Staff currently estimates that Eide Bailly support will be needed 8-10 hours per week on average during interim and year end audit as well as periodic journal reviews. Based on Eide Bailly's billing rates and the Fiscal Year 2019/20 budget, an amended professional services agreement has been prepared for an additional \$30,000, with a total not to exceed amount of \$231,960.

**FISCAL IMPACT**

The Fiscal Year 2019/2020 budget includes an estimate of \$58,480 from Account 10-5080-5600 for finance and accounting services which is sufficient to cover these costs, so a budget adjustment is not needed at this time.

**CEQA ASSESSMENT**

Not a CEQA project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution authorizing the General Manager to execute the Amended Professional Services Agreement with Eide Bailly, LLP.

**ATTACHMENTS**

1. Resolution
2. Amended Professional Services Agreement

**AGENDA ITEM 7.E.**

**ATTACHMENT 1**

**RESOLUTION**

APPROVED:

\_\_\_\_\_  
David Jones, President  
Board of Directors  
GEORGETOWN DIVISION PUBLIC UTILITY DISTRICT

\_\_\_\_\_  
Jeff Hester, Clerk and Secretary  
Secretary, Board of Directors  
GEORGETOWN DIVISION PUBLIC UTILITY DISTRICT

**RESOLUTION NO. 2020-XX**

**OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT  
AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDED PROFESSIONAL SERVICES  
AGREEMENT WITH EIDE BAILLY, LLP**

**WHEREAS**, the Georgetown Divide Public Utility District (“District”) retained Eide Bailly, LLP (VTD) to perform initial finance and accounting oversight to address immediate needs of the District; and

**WHEREAS**, Eide Bailly employs personnel at the appropriate experience level to meet the needs of the District; and

**WHEREAS**, Eide Bailly provided an amended schedule of services and rates.

**NOW, THEREFORE, IT IS RESOLVED** that the Interim General Manager is authorized to execute the amended professional services agreement with Eide Bailly, LLP increasing the current contract amount by \$30,000 to the not exceed amount of \$231,960 for finance and accounting management services.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 10th day of March 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

---

Dave Souza, President  
Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

---

Jeff Nelson, 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 2020-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 10th day of March 2020.

\_\_\_\_\_  
Jeff Nelson, Clerk and ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**AGENDA ITEM 7.E.**

**ATTACHMENT 2**

**AMENDED PROFESSIONAL SERVICES AGREEMENT**

## AMENDED PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into this \_\_\_ day of 2020, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Eide Bailly, LLP (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

### RECITALS

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

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

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

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

### AGREEMENT

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

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

**3. Compensation.** District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$231,960, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall

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

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

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

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

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

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

**9. Performance by Key Employee.** Consultant has represented to District that Kristen West 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:

Eide Bailly, LLP  
2151 River Plaza Drive, Suite 308  
Sacramento CA 95833  
Attention: Joseph Aguilar



**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: \_\_\_\_\_  
Jeff Nelson, Interim General Manager

Date: \_\_\_\_\_

**CONSULTANT:**

Eide Bailly, LLP  
Limited Liability Partnership

By:  \_\_\_\_\_

Name: Joe Aguilar \_\_\_\_\_

Date: March 4, 2020 \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Barbara A. Brenner, General Counsel

## **EXHIBIT A**

### **Services**

Specific services to be provided follow. Any additional services requested, other than routine advice and training will require an amendment of this agreement:

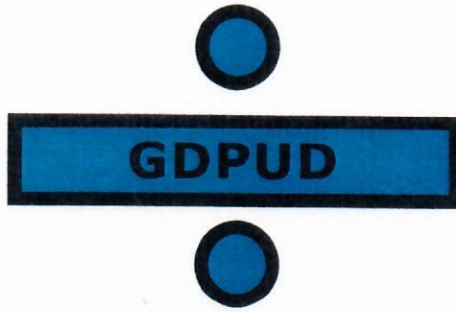
- Update accounting records and prepare journal entries related to routine and year end accounting
- Prepare schedules related to the interim and year end audit
- Assist in drafting annual financial statements
- Assist the District by documenting recommended changes to procedures and accounting practices for better controls and efficiencies purposes
- Assist with other related accounting work as directed by the General Manager

**EXHIBIT B**

**Rates**

**VTD Staff Hourly Rate**

Partner	\$205
Senior Manager	\$175
Manager	\$165
Supervisor	\$145
Senior Accountant	\$110
Staff Accountant	\$85

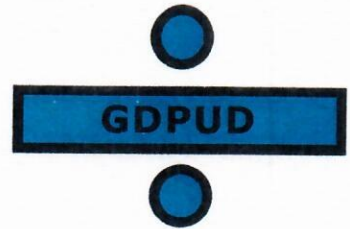


**NEW BUSINESS**

ITEM 7.F.



**REPORT TO THE BOARD OF DIRECTORS  
BOARD MEETING OF MARCH 10, 2020  
AGENDA ITEM NO. 7.F**



**AGENDA SECTION: NEW BUSINESS**

**SUBJECT: DISTRICT SOCIAL MEDIA USE POLICY**

**PREPARED BY: Jeff Nelson, PE, General Manager**

**APPROVED BY: Jeff Nelson, PE, General Manager**

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**BACKGROUND**

Most Special Districts in California have adopted a social media policy to guide the use of social media to to publicize District services and events. In addition, this policy would address the responsibilities of employees and District officials with regard to social media and the use of District resources (time/equipment), as well as responsibilities related to public records and open meetings laws.

**DISCUSSION**

Adoption of a social media policy would bring the Georgetown Divide Public Utilities District (GDPUD) policies up to date and consistent with other similar Special Districts in California, and is a prudent policy to adopt to ensure GDPUD social media activities are consistent with public records and open meeting laws.

**FISCAL IMPACT**

The fiscal impact of adopting a social media policy would have no impact on District operations or the GDPUD's operations budget.

**CEQA ASSESSMENT**

Not a CEQA Project.

**RECOMMENDED ACTION**

Staff recommends the Board of Directors of the GDPUD adopt the attached Resolution approving/authorizing a Social Media Use Policy.

**ATTACHMENTS**

1. Proposed Social Media Use Policy
2. Resolution 2020-XX

**AGENDA ITEM 7.F.**

**Attachment 1**

**Proposed Social Media Use Policy**





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**POLICY TITLE: Social Media Use**  
**POLICY NUMBER: 2415**

**2415.1 Purpose:**

The policy outlines the protocol and procedures for use of social media to publicize District services and events. In addition, this policy addresses the responsibilities of employees and District officials with regard to social media and the use of District resources (time/equipment), as well as responsibilities related to the public records and open meeting laws.

**2415.2 Definitions:**

- a) **Social Media:** Various forms of discussions and information-sharing, including social networks, blogs, video sharing, podcasts, wikis, message boards, and online forums. Technologies include: picture-sharing, wall-postings, fan pages, email, instant messaging and music-sharing. Examples of social media applications include but are not limited to Google and Yahoo Groups, (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), YouTube (social networking and video sharing), Flickr, (photo sharing), Twitter (social networking and microblogging), LinkedIn (business networking), and news media comment sharing/blogging.
- b) **Social Networking:** The practice of expanding business and/or social contacts by making connections through web-based applications. This policy focuses on social networking as it relates to the Internet to promote such connections for District business and for employees, elected and appointed officials who are using this medium in the conduct of official District business.
- c) **"Posts" or "postings"** means information, articles, pictures, videos, or any other form of communication posted on a District social media site.

**Policy:**

**2415.3** No district social media site may be created without the approval of the General Manager or his or her designee. All District social media sites created on behalf of the District, by its employees on District time, or using other District resources are the property of the District and shall be administered and regularly monitored by the General Manager or his/her designee. These social media sites shall be used only to inform the public about District business, services and events. Individual departments may not have their own pages/sites. Individual departments wishing to add content to District social media sites may submit a request to the General Manager. The District's web site, [insert web URL], will remain the location for content regarding District business, services and events. Whenever possible, links within social media formats should direct users to the District web site for more information, forms, documents, or online services necessary to conduct business with the District. District social media sites shall clearly state that such sites are maintained by the District and that the sites comply with this Social Media Policy.

**2415.4** District employees and appointed and elected officials shall not disclose information about confidential District business on the District's social media sites, personal social media sites, or otherwise. In addition, all use of social media sites by elected and appointed officials shall be in compliance with



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California's open meeting laws, which prohibit serial meetings of a majority of the Board or another legislative body of the District via email or other electronic means. Members of the Board, committees and/or legislative bodies shall not respond to, "like", "share", retweet, or otherwise participate in any published postings, or use the platform or any form of electronic communication to respond to, blog or engage in serial meetings, or otherwise discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the body on which they serve. Employees and elected or appointed officials' posts to non-District social media sites are a reflection of their own views and not necessarily those of the District and should not suggest otherwise.

#### 2415.5 Posting/Commenting Guidelines:

- a) All postings made by the District to social media sites will contain information and content that has already been published or broadcast by the District. The District will not comment on other social media member's sites. All official social media postings by the District will be done solely on the District's social media sites or in response to postings made on the District's social media sites. Officers, employees and agents of the District representing it on District social media sites shall conduct themselves professionally and in accordance with all District policies. All District social media sites shall use authorized District contact information for account set-up, monitoring and access. Personal email accounts or phone numbers may not be used to set up, monitoring, or post to a District social media platform.
- b) The District reserves the right to remove from its social media sites content that it finds to violate this policy or applicable law. Any participants on the District's social media sites who are in continual violation of the postings/commenting guidelines may be barred from further use of the District's site. The District will only post photos for which it has copyright or the owner's permission.
- c) District social media platforms are subject to the California Public Records Act. Any content maintained on a District social media site that is related to District business, including a list of subscribers, posted communication, and communication submitted for posting, may be considered a public record and subject to public disclosure. All postings on District social media sites shall be sent to a District email account and maintained consistently with the Public Records Act, provided, however, that any material removed from a District social media site consistently with this policy shall be considered a preliminary draft, note or memorandum not retained by the District in the ordinary course of business and shall not constitute a public record of the District required to be retained consistently with the District's records retention schedules.
- d) Chat functions in any social media sites will not be used.
- e) Links to all social media networks to which the District belongs will be listed on the District's website. Interested parties wishing to interact with these sites will be directed to visit the District's web site for more information on how to participate.
- f) The District reserves the right to terminate any District social media site without notice or to temporarily or permanently suspend access to District social media as to some or all persons at any time. The District reserves the right to implement or remove any functionality of its social media platforms, in the discretion of the General Manager or his or her designee. This includes, but is not limited to, information, articles, pictures, videos, or any other form of communication that can be posted on a District social media platform
- g) District social media sites may contain content, including but not limited to, advertisements or hyperlinks over which the District has no control. The District does not endorse any hyperlink or advertisement placed on District social media sites by the social media site's owners, vendors, or partners.



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- h) District employees may post to District social media platforms only during working hours. After-hours or weekend postings may only be made with prior approval of the General Manager or his or her designee.
  - i) Any person authorized to post items on any of the District's social media platforms shall review, be familiar with, and comply with this Policy and each social media platform's terms and conditions of use.
  - j) Any person authorized to post items on behalf of the District to any of the District's social media platforms shall not express personal views or concerns through such postings. Instead, postings on any of the District's social media platforms on behalf of the District shall only reflect the views of the District.
  - k) Posts must contain information that is freely available to the public and not be confidential as defined by any District policy or state or federal law.
  - l) Posts may NOT contain any personal information, except for the names of persons being available for contact by the public as representatives of the District. Posts to District social media sites shall NOT contain any of the following:
    - 1) Comments that are not topically related to the information commented upon;
    - 2) Comments in support of, or opposition to, political campaigns, candidates or ballot measures;
    - 3) Profane language or content;
    - 4) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, or any other category protected by federal, state, or local law;
    - 5) Sexual content or links to sexual content;
    - 6) Solicitations of commerce;
    - 7) Conduct or encouragement of illegal activity;
    - 8) Information that may tend to compromise the safety or security of the public or public systems; or
    - 9) Content that violates a legal ownership interest of any other party.

Procedures:

2415.6 The General Manager or his designee will be responsible for responding to comments and messages as appropriate. The District will direct users to the District's web site for more information, forms, documents or online services necessary to conduct business with the District.

2415.7 The District may invite others to participate in its social media sites. Such invitations will be based upon the best interests of the District as determined by the General Manager or his or her designee.

Responsibilities:

2415.8 It is the responsibility of employees, and appointed and elected officials to understand the procedures as outlined in this policy.

2415.9 Employees who are not designated by the General Manager to access social media sites for District business are prohibited from accessing social media sites utilizing the District computer equipment and/ or the District's web access. While at work, employees who are not granted access via District systems and computing equipment may use personal computing devices and personal web accounts to access social media sites only during non-working hours such as lunch periods and breaks. State law provides that more than occasional or incidental personal use of District resources is a crime.




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2415.10 The General Manager will determine if a requested use of District social media sites or other District resources is appropriate and complies with this policy.

2415.11 All content on District social media sites must comply with District web standards, the rules and regulation of the social media site provider, including privacy policies, and applicable law. Employee or District confidentiality shall be maintained in accordance with all applicable laws and District policies. If a question arises regarding the use or posting of confidential information on a social media site, the matter shall be referred to the General Manager. The information in question shall not be posted, or if already posted, shall be removed until an opinion is rendered by General Manager or, at his or her request, Legal Counsel. Notwithstanding the opinion of the District counsel, the General Manager reserves the right to restrict or remove District information from a District social media site if the General Manager concludes the information does not serve the best interest of the District.

2415.12 All social media-based services to be developed, designed, managed by or purchased from any third party source for District use requires appropriate budget authority and approval from the Board of Directors.

2415.13 The District reserves the right to change, modify, or amend all or part of this policy at any time.

RESOLUTION NO. 2020-10X  
OF THE BOARD OF DIRECTORS OF THE  
GEORGETOWN DIVISION PUBLIC UTILITY DISTRICT  
ADOPTING A SOCIAL MEDIA USE POLICY

**AGENDA ITEM 7.F.**

**Attachment 2**

**Resolution**

WHEREAS, the Georgetown Division Public Utility District (GDPUD) does not currently have a social media use policy;

WHEREAS, the adoption of a social media use policy is a prudent addition to GDPUD policies, and would help ensure that all media activities are consistent with applicable records and open meeting laws; and

WHEREAS, in accordance with GDPUD Policy, adoption of new policies requires approval by the GDPUD Board of Directors;

NOW, THEREFORE, BE IT APPROVED BY THE BOARD OF DIRECTORS OF THE GDPUD THAT a social media use policy is adopted and included in GDPUD's Policy Manual.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Division Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

\_\_\_\_\_  
President, Board of Directors  
Georgetown Division Public Utility District

**RESOLUTION NO. 2020-XX**  
**OF THE BOARD OF DIRECTORS OF THE**  
**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**ADOPTING A SOCIAL MEDIA USE POLICY**

**WHEREAS**, the Georgetown Divide Public Utilities District (GDPUD) does not currently have a social media use policy; and

**WHEREAS**, the adoption of a social media use policy is a prudent addition to GDPUD policies, and would help ensure social media activities are consistent with public records and open meeting laws; and

**WHEREAS**, in accordance with GDPUD Policy, adoption of new policies requires approval by the GDPUD Board of Directors,

**NOW, THEREFORE, BE IT APPROVED BY THE BOARD OF DIRECTORS OF THE GDPUD THAT** a social media use policy is adopted and included in GDPUD's Policy Manual.

**PASSED AND ADOPTED** by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 10<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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President, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

## CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2020-XX 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 10th day of March 2020.

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Jeff Nelson, Clerk and Ex officio  
Secretary, Board of Directors  
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

MEMORANDUM

TO : [Illegible]

FROM : [Illegible]

SUBJECT : [Illegible]

[Illegible text]