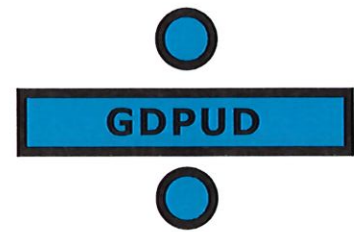


AGENDA ITEM

7.C.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF July 14, 2020
AGENDA ITEM NO. 7.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: APPEAL TO REINSTATE IRRIGATION SERVICE

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Jeff Nelson, PE, Interim General Manager

BACKGROUND

Ordinance 2005-01, An Ordinance Establishing Rules and Regulations for Irrigation Service in the Georgetown Divide Public Utility District, dictates the Irrigation service is provided for the entire irrigation season. After the Board approved the Irrigation Season Summary at the April 14th meeting phone calls were made to existing customers who we did not receive and application. One of those calls was to made to Alvina Johnson. When asked if she wanted to keep her irrigation water she said no and hung up the phone. At that time made that account inactive.

DISCUSSION

Staff received a phone call on June 19th from Susan Gilreath (daughter of Alvina Johnson) letting us know that the property is in her name and her mother is not well and didn't mean to discontinue service. Staff received a letter from Kathryn Korn (Susan Gilreath's attorney) explaining the situation and asking to reinstate the service. (See Attachment 1.) If the Board allows the service to be reinstated, it will have no effect on that section of canal because there is water available and no one on a waiting list.

STAFF RECOMMENDATIONS

Staff recommends the Board approve the request to have the irrigation service reinstated.

FISCAL IMPACT

This action will cause the District to gain approximately \$385.00 in revenue.

CEQA ASSESSMENT

This is not a CEQA project.

ALTERNATIVES

Let the customer stay as is and simply apply for irrigation water next year.

ATTACHMENTS

1. Letter from Owner's Attorney

AGENDA ITEM 7.C.

ATTACHMENT 1

LETTER FROM CUSTOMER



KORN LAW GROUP

June 25, 2020

Darrell A. Creeks
Operation Manager
Georgetown Divide Public Utility District

Via Email: dacreeks@gd-pud.org

Re: Water Program for property at:
7321 Wentworth Spring Road
Georgetown, CA 95634
A.P.N.: 061-410-23

Dear Mr. Creeks,

I write to give you some insight into how the water program was inadvertently discontinued for Alvina Johnson's property in Georgetown. Apparently Ms. Johnson, who is elderly, received a phone call from your agency inquiring as to whether or not she wanted to continue to participate in the water program. Not understanding, she simply said 'no' to the caller and hung up.

She had recently granted the property to her Daughter, Susan Gilreath, who needs and wants to continue to participate in the program. Please explain this to the Board on July 14th, and let us know if my client or I need to appear remotely.

If you need anything further or have any questions, please email me at kathryn@kornlawgroup.com. Thank you.

Sincerely,

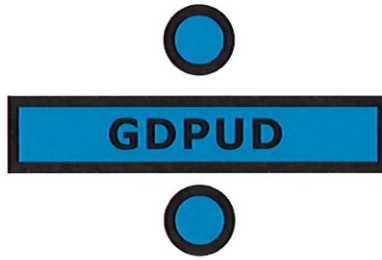
Kathryn S. Korn
Encl.

KATHRYN S. KORN, ESQ.
CARA E. LANKFORD, ESQ.
CAMERYN C. KORN, ESQ.
H. CHRISTIAN L'ORANGE, ESQ.

23 Altarinda Road, Suite 215
Orinda, CA 94563

p. 925.253.1808 f. 925.386.0831

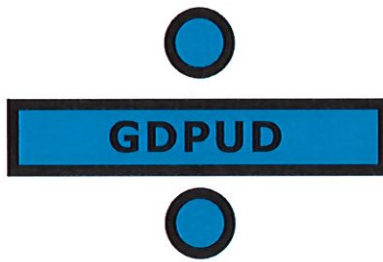
www.kornlawgroup.com



AGENDA ITEM

7.D.

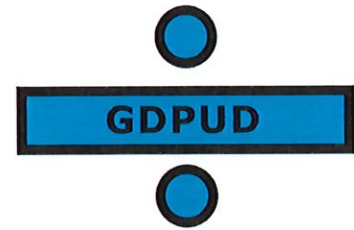
NOT USED



AGENDA ITEM

7.E.

REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 2014, 20
AGENDA ITEM NO. 7.E.



AGENDA SECTION: NEW BUSINESS

**SUBJECT: FIRST READING OF AN ORDINANCE CERTIFYING ANNUAL
DIRECT CHARGES-FEES AND ASSESSMENTS**

PREPARED BY: Christina Cross, Management Analyst

APPROVED BY: Jeff Nelson PE, Interim General Manager

BACKGROUND

Annually, the District brings an ordinance and related documents required by the County to place District-related charges on the County's secured property tax bills. Ordinance 2020-01 would allow the District to place a lien on property of customers with delinquent balances as of June 30, 2020, and to place the annual charges for the District's assessment districts. The District provides a preliminary list of delinquent customers with the ordinance on July 14, 2020. The list will be modified up to the date of submission to the County, which can be no later than August 31, 2020, by removing all customers who have made payments on the balances. The other amounts to be placed on certain property owners' tax bills relate to previously implemented water facility assessment districts. These annual assessments typically continue until the related assessment district debt is retired.

DISCUSSION

The County requires the adoption of Ordinance 2020-01 and submittal of the following documents for the approval of the charges to be placed on the tax bills:

- Governing Authorization Certification
- Proposition 218 Certification
- Direct Charge Information Sheet
- Local Agency Special Tax & Bond Accountability Act – Response Form
- Secured/Unsecured Tax Roll Certification Form
- Consultant Authorization, if needed

A copy of the Ordinance is included as Attachment 1 to this report. Following this first reading, the required notice will be published in the newspaper. As required by law, the second reading of the ordinance and potential adoption will be held a subsequent Board meeting.

FISCAL IMPACT

This action is required for the District to collect the annual assessments and any unpaid charges. Currently there are 284 delinquent water customers with a total outstanding balance

of \$66,081.06. Historically, during this time of year, there are approximately 20-40 delinquent customers with outstanding balances totaling around \$12,000.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors introduce by title only, waive first reading, and receive public comment regarding a proposed ordinance stating the purpose for adding to and making assessments levied upon the land upon which water service was used and charges unpaid and for annual assessment district levies. Considering the state of affairs related to the Covid-19 pandemic, Staff would like direction from the Board on how to proceed regarding sending delinquent accounts for collection via property tax bills to the County.

ATTACHMENTS

1. Ordinance 2020-01

AGENDA ITEM 8.A.

Certification of Assessments and Charges

Attachment 1

Ordinance 2020-01

ORDINANCE 2020-01

AN ORDINANCE OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT STATING THE PURPOSE FOR ADDING TO AND MAKING ASSESSMENTS LEVIED UPON THE LAND UPON WHICH WATER SERVICE WAS USED AND CHARGES UNPAID AND FOR ANNUAL ASSESSMENT DISTRICT LEVIES

BE IT ENACTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, County of El Dorado, State of California, as follows:

1. The Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT hereby declares that for Fiscal Year 2019-20 the Georgetown Divide Public Utility District, water service and related water quality services were furnished to and used on certain parcels of land upon which the annual assessment is, by this said ordinance levied for unpaid charges thereof as of June 30, 2020. Said parcels are set forth in Exhibit A attached hereto and made a part hereof. It is further declared said certain parcels of land are owned, controlled, or in the possession of the same person who owned, controlled, or was in possession of it during the time such service charges were incurred, or if transfers were made of the property since the date such charges were incurred, such transfers have been made by gift, descent, bequest, or devise. It is further declared that said unpaid charges are to be added to and made a part of the annual assessment levied upon said certain parcels of land, shall become a lien upon said parcels of land, and the Board of Directors shall include in its statement to be transmitted to the County Auditor, the amount of said charges upon said certain parcels of land.

2. The Board of Directors hereby orders the Clerk of said GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT to transmit to the County Auditor the forms required to levy the annual assessments for the assessment districts within the Georgetown Divide Public Utility District with outstanding debt. For fiscal year 2020-21, outstanding debt remains for the following assessment districts:

Stewart Mine Water Assessment District
Kelsey North Water Assessment District

3. A certified copy of this Ordinance shall be transmitted to the County-Auditor of the County of El Dorado, State of California, upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT held on the fourteenth day of July 2020, by the following vote:

AYES:

NAYS:

ABSENT/ABSTAIN:

ATTEST:

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

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 **Ordinance 2020-01** duly and regularly adopted by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, El Dorado County, California, at a meeting duly held on the fourteenth day of July 2020.

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

ORDINANCE 2020-01

AN ORDINANCE OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT STATING THE PURPOSE FOR ADDING TO AND MAKING ASSESSMENTS LEVIED UPON THE LAND UPON WHICH WATER SERVICE WAS USED AND CHARGES UNPAID AND FOR ANNUAL ASSESSMENT DISTRICT LEVIES

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2. The Board of Directors hereby orders the Clerk of said GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT to transmit to the County-Auditor a statement of the unpaid charges to be levied which may be added to and become a part of the first installment of the assessment.

3. The Board of Directors hereby orders the Clerk of said GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT to transmit to the County Auditor the forms required to levy the annual assessments for the assessment districts within the Georgetown Divide Public Utility District with outstanding debt. For fiscal year 2020-21, outstanding debt remains for the following assessment districts:

Stewart Mine Water Assessment District
Kelsey North Water Assessment District

4. A certified copy of this Ordinance shall be transmitted to the County-Auditor of the County of El Dorado, State of California, upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT held on the fourteenth day of July 2020, by the following vote:

AYES:

NAYS:

ABSENT/ABSTAIN:

ATTEST:

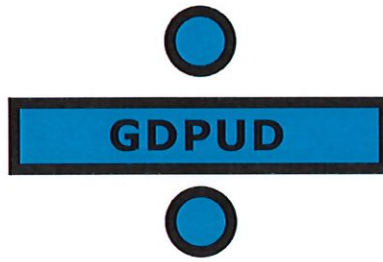
Dane Wadle, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

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

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of **Ordinance 2020-01** duly and regularly adopted by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, El Dorado County, California, at a meeting duly held on the fourteenth day of July 2020.

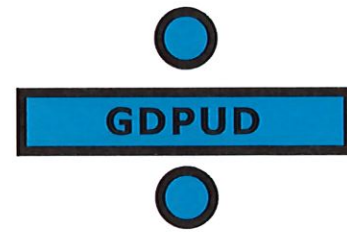
Jeff Nelson, Clerk and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



AGENDA ITEM

7.F.

REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 14, 2020
AGENDA ITEM NO. 7.F.



AGENDA SECTION: NEW BUSINESS

SUBJECT: GRANT SUPPORT COMMITTEE

PREPARED BY: Adam Brown, Water Resources Manager

APPROVED BY: Jeff Nelson, PE, Interim General Manager

BACKGROUND

The governing body ("Board") of the Georgetown Divide Public Utility District ("District") has the authority to create an *ad hoc* Grant Support Committee. The primary role of the Committee would be to provide support to District staff in influencing grant legislation to benefit the District and identifying grant opportunities suitable for the District to pursue.

DISCUSSION

A Grant Support Committee would focus on tracking grant legislation, influencing qualifying criteria that would benefit the District in consideration for the awarding of grants, and identifying and prioritizing grant opportunities.

The Grant Support Committee would consist of one or two Directors appointed by the Board of Directors. Grant Committee members would coordinate with staff on a monthly basis to discuss grant strategies that would benefit the District. Staff will be responsible for the preparation and application of grants.

Director Saunders has prepared the attached power point for presentation (Attachment A) for discussion in support of the formation of the Grant Support *ad hoc* Committee .

FISCAL IMPACT

Staff is currently completing all activities related to grant applications for the District. It is estimated that formation of this committee will require 2 to 4 hours a month of staff time to prepare for, and meet and coordinate with the *ad hoc* Grant Support Committee. Staff believes that the benefits of this committee would more than compensate for costs associated with staff time to interact with this committee.

CEQA ASSESSMENT

Not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board form an *Ad Hoc* Grant Committee and appoint one or two Board Members to the committee to work staff on strategizing for the procurement of grant funding for the District.

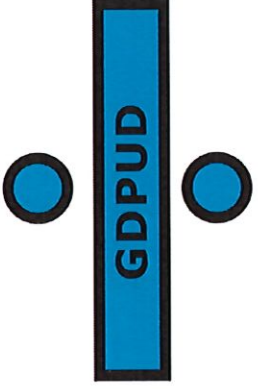
ATTACHMENTS

1. Power Point Presentation
2. Resolution 2020-XX

AGENDA ITEM 7.F.

Attachment 1

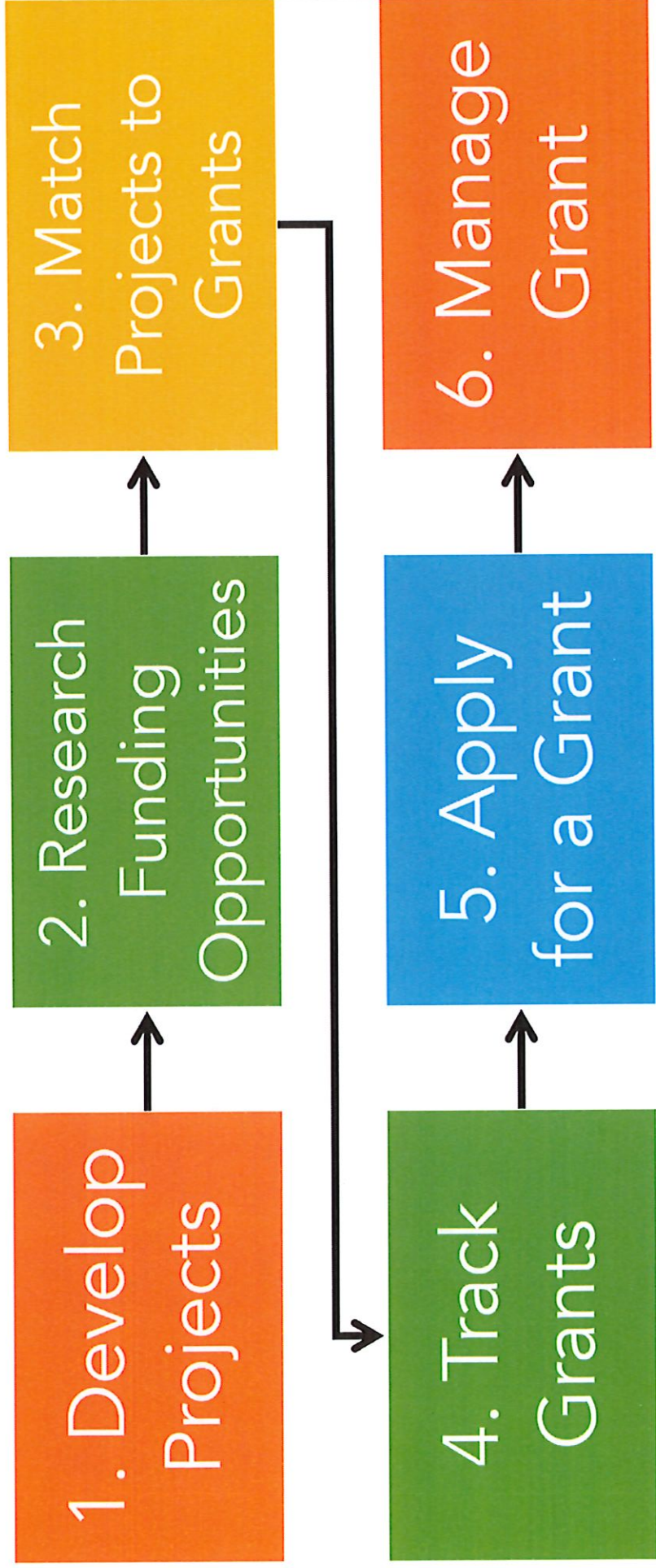
Powerpoint Presentation



AGENDA ITEM 7.F.

GRANT SUPPORT COMMITTEE

Steps for Securing Grant Funds



Develop
Project



STAFF

Budget Items
Capital Improvement Plan
Asset Management
Other

Develop
Project



STAFF

Budget Items
Capital Improvement Plan
Asset Management



Ad Hoc
Committee



Create Grant Summaries
Provide Recommendations

Grant Summary

Project Name
Project Synopsis
Category
Projected Cost
Allocation of funds
Work Timeline
Schedule --- Shovel ready

Recommendations: (ex.)
Update Cost Analysis based on most recent
Any missing information needed

Research
Funding
Opportunities



Ad Hoc
Committee

Step 2: Research Funding Opportunities



SIGN UP FOR
GRANTS.GOV



REVIEW STATE BUDGET



MONITOR STATE
GRANT WEBSITES



JOIN LISTSERVS

Research
Funding
Opportunities



Ad Hoc
Committee

- Compiling Lists
- Grant funding levels
- Research on grant history
(previous projects, successful projects)
- Grant guidelines
- Timing
- Information from Grant managers

Match
Projects



Ad Hoc
Committee

STAFF



Presentation



Grant manager

Example of fund matching process

Step 3: Match Grants to Projects

City of Davis Comprehensive Funding Plan 2020-2021

| Department | 2020 | | | | 2021 | | | |
|---|--|---|---|---|--|---|---|---|
| | Winter (Jan-Mar) | Spring (Apr-Jun) | Summer (Jul-Sep) | Fall (Oct-Dec) | Winter (Jan-Mar) | Spring (Apr-Jun) | Summer (Jul-Sep) | Fall (Oct-Dec) |
| Parks & Community Services | Recreational Infrastructure Revenue Enhancements (if guidelines change) Aquatic Facility Infrastructure Improvements Due Feb (questionnaire) | Per Capita Program Airroyo Park Shade Structure Due Spring | Statewide Parks Program Round 4 (Final) Playfields Park Turf Replacement Due Aug | Burke 100% Matching Funds Southfield Park Playground Replacements Due Nov | Exoft Mace Ranch Park Outdoor Exercise Equipment Due Jan | California Parks and Recreation Society/Gametime grant Sedda Nueva Park Playground Replacements Due Jun | United States Tennis Association Facilities Services Program Tennis Court Rehabilitation Can apply any time | Miracle Government Playground Program Sycamore Park Playground Replacements Can apply at any time |
| | | United States Tennis Association Facilities Services Program Tennis Court Rehabilitation Can apply any time | Rural Recreation and Tourism (if guidelines change) Officer Natalie Corana Memorial Due Aug (at earliest) | Miracle Government Playground Program Sandy Metley Park Playground Replacements Can apply at any time | | | | |
| Public Works - Engineering & Transportation | Prop 68 Urban Flood Protection Davis Minor Neighborhood Greenway Project Due Mar 25 | ATP 2020/2021 Anderson Road Realign Due Jun | SACOG Cesar Chavez Elementary School Drop-off Zone Redesign; Pedestrian Plan or Citywide Connectivity Study, depending on amount of funds available Due Jul | Consolidated Rail Infrastructure and Safety Improvement Amtrak Depot/Olive Drive Grade Separated Crossing (if needed) Due Oct | | | | Consolidated Rail Infrastructure and Safety Improvement Amtrak Depot/Olive Drive Grade Separated Crossing (if needed) Due Oct |
| | | | Caltrans Sustainable Communities Citywide Connectivity Study (if not funded via SACOG) Due Oct | | | | | Caltrans Sustainable Communities Bicycle Action Plan Due Oct |

Track
Grants



STAFF

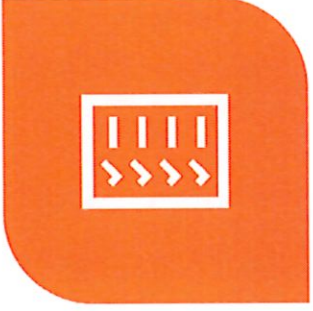


Ad Hoc
Committee

Step 4: Track Grant Opportunities



ATTEND
WEBINARS



REVIEW
GUIDELINES



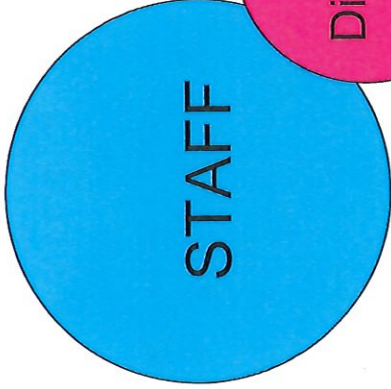
REQUEST
CHANGES



Apply



Manage
The Grant

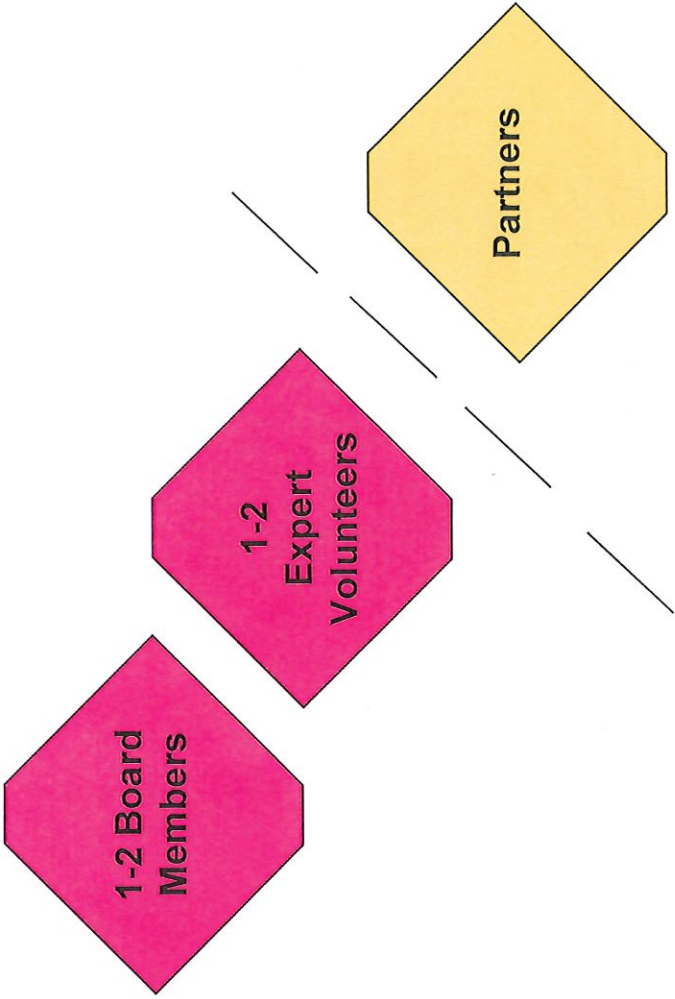


Assist with tracking and timelines

Letters of support - government

Other needs

**Ad Hoc
Committee**



AGENDA ITEM 7.F.

Attachment 2

Resolution 2020-XX

RESOLUTION NO. 2020-XX
THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
TO FORM AD HOC GRANT SUPPORT ADVISORY COMMITTEE

WHEREAS, District projects can be funded by grant opportunities;

WHEREAS, Board of Directors to form an *Ad Hoc Advisory Grant Support Committee* consisting of no more than two Board members;

WHEREAS, selected Board members to work with members of the public to match and track grant opportunities;

WHEREAS, Board members will meet with District staff to discuss findings; and

WHEREAS, District staff to prepare grant application and manage potential grants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT an *Ad Hoc Advisory Grant Support Committee* be formed.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 14th day of July 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 14th day of July 2020.

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

Grant committee proposal outline

How can a committee help?

Grant planning requires continual research to find grants and then match them with scheduled Capital Improvement Projects and coordinate with timing of applications.

Staff Support

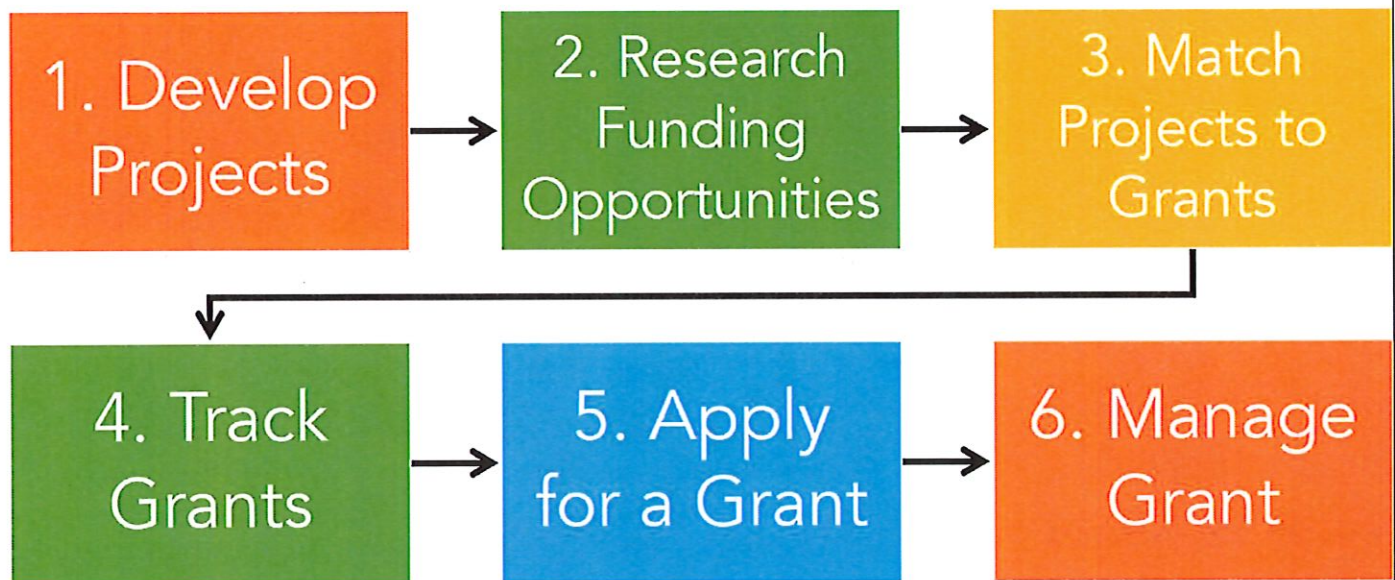
It is a supplement to assist staff in many of the steps which are not staff specific.

Improvement of the Process with the ability to coordinate organization and evaluation of multiple projects.

A vehicle to provide funding research and recommendations from experienced grant writers

By incorporating Board members it allows for Policy analysis, public outreach (which is a requirement for many grants), and Local, State, and Federal Advocacy.

Steps for Securing Grant Funds

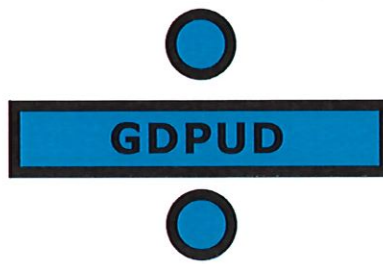


5

The Grant committee can function as the Grant team consisting of the Staff grant/project managers, two Board members, experienced community members (there are several that have successfully obtained large grants for projects and organizations), and allow for partners with other Agencies, Boards, etc... by project..

Staff will not be required for all meetings.

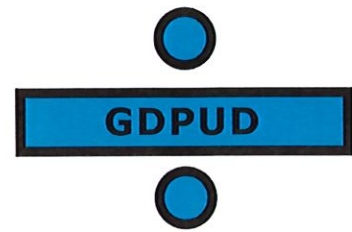
Recommended structure is an Ad-hoc committee to allow it to be a working committee and free from Brown Act restrictions.



AGENDA ITEM

7.G.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 14, 2020
AGENDA ITEM NO. 7.G.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDERATION AND PROPOSED APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH GLORIA OMANIA, EFFECTIVE JULY 15, 2020, UNTIL JULY 15, 2021 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$43,200

PREPARED BY: Jeff Nelson, PE, Interim General Manager

APPROVED BY: Jeff Nelson, PE, Interim General Manager

BACKGROUND

Gloria Omania has been assigned to the Georgetown Divide Public Utility District since May 26, 2016, through a Professional Services Agreement with MJT Enterprises, dba as Blue Ribbon Personnel Services (BRPS).

As a part-time administrative assistant, Ms. Omania was initially tasked with providing administrative support to the Board of Directors. After a few months, her duties were expanded to include the management of the EPA (Environmental Protection Act) and CABY (Cosumnes American Bear Yuba) Integrated Regional Water Management Plan grants, as well as the management of disbursement requests from the State Water Resources Control Board SRF loan. Additionally, Ms. Omania served as Project Assistant to George Sanders, Project Manager for the ALTWTP Project, and provided administrative support related to other capital projects including, but not limited to, the Water Conservation, Supply Reliability, and Environmental Protection (CABY ditch lining) Project.

Additionally, Ms. Omania has been assigned the planning and coordination of special community outreach events/meetings such as the ALTWTP Groundbreaking and Ribbon Cutting Ceremonies, and the Proposition 218 Rate Increase and Irrigation Ordinance Workshops.

Ms. Omania receives compensation under a CalPERS retirement. A condition of that retirement is that the retiree not work more than 960 hours (1/2 time) during a Fiscal Year (July 1 through June 30).

DISCUSSION

Gloria Omania has continued to serve the District as a part-time temporary administrative assistant through BRPS (working 10 to 15 hours per week) providing support in the preparation of the CABY Grant Annual Project Performance Report, the TMF (Technical, Managerial, Financial) Assessment associated with the SRF loan application for the water meter replacement project, remaining tasks related with the ALTWTP construction project closure,

and other projects as assigned by the General Manager. Potential special assignments include researching grant and other funding opportunities, developing protocol for records management, as well as public information and community outreach. The number of hours worked per week will not exceed 20 hours per week and will fluctuate depending on the needs of the District.

Ms. Omania will draw upon her 45+ years of government and community outreach experience to provide the District with part-time administrative analyst services through this Agreement. Her resume is included with this report as Attachment 1.

FISCAL IMPACT

Through the Agreement with BRPS, the District has been billed at a rate of \$39/hour for Ms. Omania's services.

This proposed agreement (Attachment 2) would provide for an hourly rate of \$45 for part-time administrative analyst services, not to exceed 20/hours per week (960 hours total), or \$43,200. Funds for this agreement would be drawn from Budget Account 5080, Outside Services.

CEQA ASSESSMENT

This action is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District approve the Professional Services Agreement with Gloria Omania for Administrative Analyst Services, beginning July 15, 2020, and ending July 15, 2021. Resolution 2020-XX is included as Attachment 3 to this report.

ALTERNATIVES

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

ATTACHMENTS

1. Resume
2. Professional Services Agreement – Gloria Omania
3. Resolution 2020-XX

AGENDA ITEM 7.G.

Attachment 1

Resume

GLORIA RAMIL OMANIA
4780 Mountain View Drive, Lotus, CA 95651
925-250-3063 ♦ gloriaomania@gmail.com

RESUME

OBJECTIVE

I am a retiree seeking a temporary/part-time position with an organization who can benefit from a hard-working and technically skilled professional with extensive government experience. I have excellent people skills and an expansive set of organizational, management, and support skills developed through many years of experience as a manager and administrative support specialist.

KEY SKILLS:

- Keen Understanding of Government Systems
- Staff Development and Training
- Community Relations
- Policy Research
- Report Preparation
- Event Planning
- Computer Skills (Word, Excel, Power Point, Print Shop, Graphics)
- 100+ wpm

EXPERIENCE:

MJT Enterprises, dba Blue Ribbon Personnel Services, placed with the Georgetown Divide Public Utility District, Administrative Assistant, May 2026 to Present

- Managed disbursement requests to the State Water Resources Control Board for a \$10M State Revolving Fund Loan for the construction of a \$12.4M water treatment plant project.
- Managed reimbursement requests to the Environmental Protection Agency for a \$1.4M Grant.
- Managed reimbursement requests on a \$1M CABY Grant Project.
- Provided administrative support to the Board of Directors
- Provided project management assistance to the District Consulting Engineer on capital improvement projects.
- Completed special projects as assigned, i.e., planning and staffing community events, public workshops and meetings, coordinated the production of a video construction tour.

Tom Torlakson for State Superintendent of Public Instruction (2010 and 2014 Campaigns), Campaign Manager and Fundraiser, November 2009 to December 2013

- Played key role in the development of campaign strategy and managed a team of paid and volunteer staff.
- Responsible for implementing fundraising plan to ensure Senator Torlakson's successful election in 2010 and re-election in 2014 to State Superintendent of Public Instruction.

California State Legislature

Senator Tom Torlakson, District 76, Chief Advisor, December 2000 – November 2009

- Managed district office.
- Developed and supervised community outreach strategies.
- Participated in legislative policy development.

Assembly Member Tom Torlakson, District 11, District Chief of Staff, December 1996 – November 2000

- Managed district office.
- Developed and supervised community outreach strategies.
- Participated in legislative policy development.

Contra Costa County Board of Supervisors, Chief of Staff, March 1981 – December 1996

- Managed the Office of County Supervisor Tom Torlakson.
- Represented the Supervisor in the community.
- Interacted regularly with county department heads on a variety of issues on behalf of the County Supervisor.

PERSONAL:

Over 45 years ago, I was offered a good job that quickly became a better job and through hard work and dedication, that better job grew into an outstanding and meaningful career in the legislative and representative level of public service.

REFERENCES:

- Former State Superintendent of Public Instruction Tom Torlakson
- George Sanders, Consulting Engineer
- Others available upon request.

AGENDA ITEM 7.G.

Attachment 2

Professional Services Agreement – Gloria Omania

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

PROFESSIONAL SERVICES AGREEMENT

**with Gloria R. Omania, Independent Contractor,
for Administrative Analyst Services**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 15th day of July 2020, (“Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Gloria Omania, an independent contractor (“Contractor”). District and Contractor may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. District seeks to hire an independent contractor to provide the District with specialized administrative analyst services; and

B. Contractor has worked for the District through an agreement with MJT Enterprises (dba as Blue Ribbon Personnel Services) since May 26, 2016, and that association with the District in addition to other work experience provides Contractor with the skills and knowledge necessary to perform the required work; and

C. District shall retain Contractor’s Services subject to the restrictions as set forth in this Agreement and those established under Government Code Section 7522.56, providing guidelines for retired annuitants to continue Working for a California Public Employees’ Retirement System (“CalPERS”) contractor agency such as the District;

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

AGREEMENT

Section 1 – Recitals

The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 18 of this Agreement, Section 1 through 20 shall prevail.

Section 2 – Scope of Work

Contractor agrees to provide the Services relating to specialized administrative analyst activities including, but not limited to, contracts and grants management, preparation of required reports and documents related to grants and loans, coordination of special events, and development of community outreach and public information material.

Section 3 – Term

District and Contractor agree that this Agreement shall be in effect for a one-year period beginning July 15, 2020 and ending July 15, 2021. Contractor shall not exceed Nine Hundred Sixty (960) working hours for the District during the CalPERS Fiscal Year (July 1 - June 30).

Section 4 – Compensation

- A. District agrees to pay, and Contractor agrees to accept on a time and materials basis an amount not to exceed \$43,200, for the completion of services identified in the Scope of Work (Section 2). The services shall be compensated at a rate of \$45 per hour plus mileage at \$0.56/mile or the Federal rate. The total amount is not to exceed \$43,200, unless amended by both parties in writing.
- B. The Contractor shall submit monthly billing invoices to the District identifying the number of hours worked and the specific services provided.
- C. The granting of any payment by the District, or the receipt thereof by Contractor, or any inspection, review, approval or oral statement by any representative of the District, or State certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Contractor to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.
- D. Nothing in this Agreement shall constitute a waiver or limitation of any right, remedy, whether in equity or at law, which the District may have pursuant to this Agreement or any applicable law. All rights and remedies of the District, whether under this Agreement or applicable law, shall be cumulative.

Section 5 – Termination of Agreement

Either Party may terminate this Agreement or any part thereof at any time upon ten (10) days written notice. In the event of any such termination, the Contractor is to be fairly compensated for all work performed to the date of termination, and the District shall be entitled to all work performed.

If the District fails to pay the Contractor within sixty (60) days of the date provided for any payments hereunder, the District agrees that the Contractor shall have the right to consider such default a breach of this Agreement, and Contractor may terminate its duties under this Agreement upon ten (10) days written notice.

Section 6 – Miscellaneous Provisions

- A. Contracting Standard: The Contractor represents and warrants to the District that she is fully experienced and properly qualified to perform Services called for herein.
- B. Contractor is Independent Contractor: The Contractor shall finance its own operations hereunder, with the exception of District-provided office space, and shall operate as an independent contractor and not as an agent or employee of the District, and nothing in this

Agreement shall be construed to be inconsistent with this relationship or status. The District shall provide the Contractor with office space within the District Office, located at 6425 Main Street, Georgetown, CA 95634, dedicated for the sole purpose of conducting District business.

- C. Contractor's Records: The Contractor shall maintain and make available for inspection by the District and its auditors accurate records of its costs, disbursements, and receipts with respect to any Services under this Agreement that is to be compensated for on the basis of the Contractor's costs. Such inspections may be made during regular office hours at any time until six (6) months after the final payment under this Agreement is made to the Contractor.
- D. Ownership of Data and Reports: All reports and all data compiled and used in the performance of this Agreement shall be the property of the District.
- E. Responsibility for Changes in Work: If the District makes any changes in the work performed by the Contractor hereunder which affect the Contractor's Services, District shall waive any and all liability arising out of such changes as against the Contractor, and the District shall assume all responsibility for such changes, unless the District has given the Contractor prior notice and has received from the Contractor written consent for such changes.
- F. Arbitration: All questions between the Parties as to their rights and obligations under this Agreement are subject to arbitration if agreed to by both Parties. In case of any dispute, either Party may request arbitration by submitting a written request for arbitration to the other Party. If the other Party agrees to arbitration, the disputed matter shall be referred to and decided by two competent persons who are experts in the subject matter of the dispute, one to be selected by the District and the other by the Contractor. In case these two experts cannot agree, they shall select a third arbitrator and the decision of any two of them shall be binding on both Parties.
- G. Assignment: This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the Parties; however, no assignment or subcontract by one Party shall be valid without the prior written consent of the other Party.
- H. Invalidity of Contract Provisions: Should any provision of this contract be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this contract are declared to be severable.
- I. Place of Making and Performance of Contract: This Agreement shall be deemed to have been made in El Dorado County, California, and the Services required to be performed in El Dorado County, California.
- J. Financial Disclosure: The Contractor shall make all disclosures required by the District's Conflict of Interest Code in accordance with the Contractor category designed by the District, unless the District's General Manager determines in writing that the Contractor's duties are

more limited in scope than is warranted by the Contractor category and that a narrower disclosure category should apply. The Contractor also agrees to make disclosure in compliance with the District's Conflict of Interest Code if., at the time after the execution of this Agreement, Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. The Contractor shall make disclosures in the time, place and manner set forth in the District's Conflict of Interest Code and as directed by the District.

- K. Retired Annuitant Requirements: By signing this Agreement, Contractor certifies that there has been a One Hundred Eighty (180) day gap between the date of the retirement and the Effective Date. Contractor certifies that she has not received any unemployment insurance payment from a public employer within the twelve (12) months prior to the Effective Date of this Agreement.

Section 8 – Conformity with Law and Safety

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the Scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder may constitute a breach of contract. Should the District discover a violation of any of the applicable laws, ordinances, codes or regulations referred to herein, the District shall give written notice of such violation to the Contractor, and Contractor shall have a reasonable time to cure such violation. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District's General Manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to the District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of the Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of the District's equipment, tools or materials were involved.

Section 9 – Indemnification by Contractor

Contractor agrees to indemnify the District and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for claims of damage, for any property damage or personal injury, including death,

which may arise as a result of any negligent or grossly negligent acts or omissions by Contractor or Contractor's contractors, subcontractors, agents, or employees in connection with the Agreement.

Section 10 – Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To District: Jeff Nelson, Interim General Manager
Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634

With a courtesy copy to: Barbara A. Brenner, Esq.
Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814

To Contractor: Gloria R. Omania
Independent Contractor
4780 Mountain View Drive
Lotus, CA 95651

Nothing hereinabove shall prevent either District or Contractor from personally delivering any such notice to the other.

Section 11 – Jurisdiction

Except as otherwise specifically provided, this Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. In the event of a dispute, venue in any court action shall be the County of El Dorado.

Section 12 – Integration

This agreement, together with its specific references, attachments and exhibits constitutes the entire Agreement of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both Parties.

Section 13 – Non-Discrimination

In connection with the performance of Contractor pursuant to this Agreement, Contractor will not willfully discriminate against any employee or applicant for employment because of race,

color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran in accordance with applicable federal or state statutes. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran. Such action shall include, but not be limited to, the following: employment, upgrading or promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship

Section 14 – Waiver

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

Section 15 – Authority

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, either Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 16 – Drafting and Ambiguities

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

Section 17 – Counterparts

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

Section 18 – Attorney’s Fees and Costs

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

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: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

Date: _____

CONTRACTOR:

Gloria R. Omania, Independent Contractor

By: _____
Gloria Omania

Date: _____

AGENDA ITEM 7.G.

Attachment 3

Resolution 2020-XX

RESOLUTION NO. 2020-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH GLORIA OMANIA FOR ADMINISTRATIVE ANALYST SERVICES

WHEREAS, Gloria Omania has been assigned to the Georgetown Divide Public Utility District since May 26, 2016, through a Professional Services Agreement with MJT Enterprises, dba as Blue Ribbon Personnel Services (BRPW); and

WHEREAS, as a part-time administrative assistant, Ms. Omania was initially tasked with providing administrative support to the Board of Directors; and

WHEREAS, her duties were expanded within a few months to include grant and loan disbursement management, administrative support for the District consulting engineer, and the planning and coordination of special community outreach events and meetings;

WHEREAS, Ms. Omania will continue to provide specialized administrative support in contracts, grants and funding management, capital projects, public information and community outreach, and other projects as deemed a priority by the General Manager; and

WHEREAS, Ms. Omania receives compensation under a CalPERS retirement that includes a condition that the retiree not work more than 960 hours during a fiscal year; and

WHEREAS, the funding for this Professional Services Agreement will be drawn from Budget Account 5080, Outside Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Professional Service Agreement with Gloria Omania for administrative analyst services for the period beginning July 15, 2020, until July 15, 2021, for an amount not to exceed \$43,200 is approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 14th day of July 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

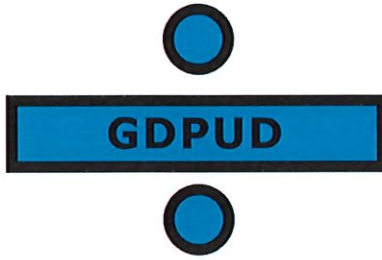
David Sanchez, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Attest:

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 14th day of July 2020.

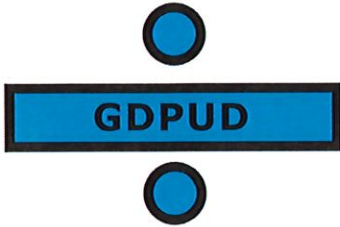
Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



AGENDA ITEM

8.A.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JULY 14, 2020
AGENDA ITEM NO. 8.A.**



AGENDA SECTION: PUBLIC HEARINGS

**SUBJECT: PUBLIC HEARING – PROPOSITION 4, APPROPRIATION
LIMIT – RESOLUTION 2020-XX**

PREPARED BY: Christina Cross, Management Analyst

APPROVED BY: Jeff Nelson, Interim General Manager

BACKGROUND

As required by law, local governments must hold a public hearing to establish the appropriations limit for the upcoming fiscal year. Today’s hearing provides the opportunity for the public to comment. This hearing was noticed in the Georgetown Gazette on June 4. A copy of the Proof of Publication is included with this report as Attachment 1.

In November of 1979, the voters of the State of California approved Proposition 4, more commonly known as the (Paul) Gann Initiative. The proposition places limits on the amount of tax revenue that can be spent by all entities of government. The District is a local government and therefore must comply with the proposition. The proposition became effective for the 1980-81 fiscal year, but the formula for calculating the limits began with the 1978-79 “base year” tax revenues. Since that time, the District has been setting a public hearing annually to establish its appropriation limit (maximum general tax revenue that can be spent), which is derived from information received from the State Department of Finance during May. The change factor is based on the per capita personal income change for the year and population change for unincorporated areas of El Dorado County.

DISCUSSION

The limit for FY 2020-21 is calculated to be \$2,909,025. The District is compliant with the appropriation limit, because the estimated general tax revenue for FY 2020-21 is \$1,760,000 which is considerably less than the limit.

A copy of Resolution 2020-xx is included as Attachment 2.

FISCAL IMPACT

This action has no fiscal impact.

CEQA ASSESSMENT

Not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) conduct the public hearing and adopt Resolution 2020-XX setting the Proposition 4 Appropriation Limit for the District.

ATTACHMENTS

1. Proof of Publication
2. Resolution 2019-42
3. History of Proposition 4 Limit
4. Resolution 2020-XX

AGENDA ITEM 8.A.

Attachment 1

Proof of Publication

Mountain Democrat

PROOF OF PUBLICATION
(2015.5 C.C.P.)

Proof of Publication of NOTICE OF PUBLIC HEARING

STATE OF CALIFORNIA
County of El Dorado

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am principal clerk of the printer at the Mountain Democrat, 2889 Ray Lawyer Drive, a newspaper of general circulation, printed and published Monday, Wednesday, and Friday, in the City of Placerville, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of March 7, 1952, Case Number 7258; that the notice, of which the annexed is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

6/29

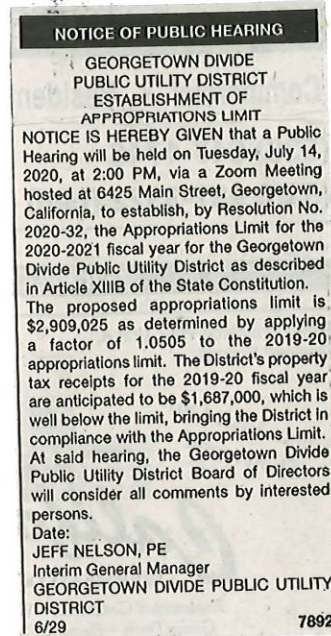
All in the year 2020.

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

Dated at Placerville, California, this 29th day
of **JUNE, 2020**

Allison Rains

Signature



AGENDA ITEM 8.A.

Attachment 2

Resolution 2019-42

RESOLUTION NO. 2019-42
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
SETTING THE FISCAL YEAR 2019-20 PROPOSITION 4
APPROPRIATIONS LIMITATION

WHEREAS, the Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT conducted a hearing on the appropriations limitation for GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT on the fourth day of June 2019; and

WHEREAS, the hearing was advertised and noticed as required by law; and

WHEREAS, the Board received testimony and other evidence regarding the appropriations limitation to be established for the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT.

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

The GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT appropriations limit for the 2019-20 Fiscal Year, as described in Article XIII B of the State Constitution and implemented by Chapter 1205, Statutes of 1980 is the sum of \$2,753,977 computed as follows:

$$\frac{\$2,621,587}{(2018-19 \text{ Appropriation Limit})} \times 1.0505 = \frac{2,753,977}{(2019-20 \text{ Appropriation Limit})}$$

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

AYES: *Garcia, Halpin, Saunders, Souza, Wadle*

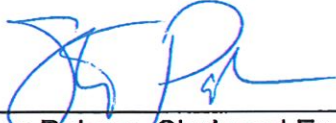
NOES:

ABSENT/ABSTAIN:

Dane M. Wadle

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

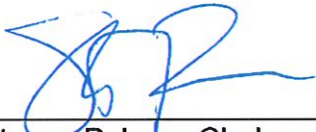
Attest:



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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-42 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 fourth day of June.



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

AGENDA ITEM 8.A.

Attachment 3

History of Proposition 4

HISTORY OF PROPOSITION 4 APPROPRIATION LIMIT

| Fiscal Year | Change in Per Capita Personal Income | Increase in Population | Ratio of Change | Tax Spending Limit |
|-------------|--------------------------------------|------------------------|-----------------|--------------------|
| 1978-79 | Base Year | | | \$ 159,282 |
| 1979-80 | | | 1.2564 | 200,122 |
| 1980-81 | | | 1.2627 | 252,694 |
| 1981-82 | | | 1.2107 | 305,936 |
| 1982-83 | | | 1.1436 | 349,868 |
| 1983-84 | | | 1.0644 | 372,399 |
| 1984-85 | | | 1.0712 | 398,913 |
| 1985-86 | | | 1.0877 | 433,897 |
| 1986-87 | | | 1.0832 | 469,997 |
| 1987-88 | | | 1.0854 | 510,134 |
| 1988-89 | | | 1.0654 | 543,496 |
| 1989-90 | | | 1.1258 | 611,867 |
| 1990-91 | | | 1.1196 | 685,046 |
| 1991-92 | | | 1.1088 | 759,579 |
| 1992-93 | | | 1.0405 | 790,342* |
| 1993-94 | | | 1.0671 | 843,373 |
| 1994-95 | | | 1.0327 | 870,951 |
| 1995-96 | | | 1.0741 | 935,489 |
| 1996-97 | | | 1.0641 | 995,454 |
| 1997-98 | 1.0467 | x 0.9855 = | 1.0315 | 1,026,810 |
| 1998-99 | 1.0415 | x 1.0285 = | 1.0712 | 1,099,919 |
| 1999-00 | 1.0460 | x 1.0166 = | 1.0634 | 1,169,653 |
| 2000-01 | 1.0491 | x 1.0143 = | 1.0641 | 1,244,627 |
| 2001-02 | 1.0782 | x 1.0179 = | 1.0975 | 1,365,978 |
| 2002-03 | 0.9873 | x 1.0154 = | 1.0025 | 1,369,393** |
| 2003-04 | 1.0231 | x 1.0193 = | 1.0428 | 1,428,003 |
| 2004-05 | 1.0328 | x 1.0194 = | 1.0528 | 1,503,402 |
| 2005-06 | 1.0526 | x 1.0203 = | 1.0740 | 1,614,654 |
| 2006-07 | 1.0396 | x 1.0211 = | 1.0615 | 1,713,955 |
| 2007-08 | 1.0442 | x 1.0136 = | 1.0584 | 1,814,050 |
| 2008-09 | 1.0429 | x 1.0120 = | 1.0554 | 1,914,548 |
| 2009-10 | 1.0062 | x 1.0085 = | 1.0148 | 1,942,883 |
| 2010-11 | 0.9746 | x 1.0080 = | 0.9824 | 1,908,682 |
| 2011-12 | 1.0103 | x 1.0251 = | 1.0357 | 1,976,822 |
| 2012-13 | 1.0377 | x 1.0010 = | 1.0387 | 2,053,325 |
| 2013-14 | 1.0512 | x 1.0035 = | 1.0549 | 2,166,053 |
| 2014-15 | 0.9977 | x 1.0021 = | 0.9998 | 2,166,053 |
| 2015-16 | 1.0382 | x 1.0093 = | 1.0479 | 2,269,807 |
| 2016-17 | 1.0537 | x 1.0067 = | 1.0608 | 2,407,811 |
| 2017-18 | 1.0369 | x 1.0045 = | 1.0416 | 2,507,976 |
| 2018-19 | 1.0367 | x 1.0083 = | 1.0453 | 2,621,587 |
| 2019-20 | 1.0385 | x 1.0116 = | 1.0505 | 2,753,977 |
| 2020-21 | 1.0373 | x 1.0183 = | 1.0563 | 2,909,025 |

*corrected 06/01/1993

**corrected 06/01/2003

The District's new limit is calculated based on the prior year's limit increased by a growth factor. The growth factor results from combining the change in Per Capita Personal Income and the change reported for "unincorporated areas" for our County.

AGENDA ITEM 8.A.

Attachment 4

Resolution 2020-XX

RESOLUTION NO. 2020-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
SETTING THE FISCAL YEAR 2020-21 PROPOSITION 4
APPROPRIATIONS LIMITATION

WHEREAS, the Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT conducted a hearing on the appropriations limitation for GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT on the fourteenth day of July 2020; and

WHEREAS, the hearing was advertised and noticed as required by law; and

WHEREAS, the Board received testimony and other evidence regarding the appropriations limitation to be established for the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT.

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

The GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT appropriations limit for the 2019-20 Fiscal Year, as described in Article XIII B of the State Constitution and implemented by Chapter 1205, Statutes of 1980 is the sum of \$2,909,025 computed as follows:

$$\frac{\$2,753,977}{(2019-20 \text{ Appropriation Limit})} \times 1.0563 = \frac{2,909,025}{(2020-21 \text{ Appropriation Limit})}$$

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the fourteenth day of July 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 fourteenth day of July 2020.

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