

NEW BUSINESS

ITEM 8.D.

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



AGENDA SECTION: NEW BUSINESS

SUBJECT: ADOPT A RESOLUTION FREEZING TREATED AND IRRIGATION WATER RATES FOR THE CALENDAR YEAR 2020

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager *[Signature]*

BACKGROUND

In December 2017, the District completed a roughly 15-month process to update its treated and irrigation water rates that resulted in a Water Financial Analysis prepared by an experienced professional. This Water Financial Analysis and adopted rate structure addressed findings and recommendations from the 2016 Grand Jury Report, bringing the District into compliance with recent court decisions regarding tiered rates, and making the District eligible for grants and loans. The process followed is detailed in the Staff Report from February 12, 2019 and January 8, 2019, which are included as Attachment 1. At the culmination of that process, the Board of Directors **accepted** and **closed** the Proposition 218 Public Notice and protest process, and adopted the following rates for water service:

Treated Water

Meter Size	Monthly Base Charge				
	Jan 1, 2018 (Current)	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
5/8, 3/4, 1"	\$ 29.41	\$ 30.88	\$ 32.42	\$ 34.04	\$ 35.74
1.5"	\$ 98.02	\$ 102.92	\$ 108.07	\$ 113.47	\$ 119.15
2"	\$ 156.83	\$ 164.67	\$ 172.91	\$ 181.55	\$ 190.63
3"	\$ 313.66	\$ 329.34	\$ 345.81	\$ 363.10	\$ 381.25
4"	\$ 490.09	\$ 514.60	\$ 540.33	\$ 567.34	\$ 595.71

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the base charge for all treated water customers.

Tier	Usage Rate (per CF)				
	Jan 1, 2018 (Current)	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
<1000 CF	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
1000-2000	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
2001-3000	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
3001-4000	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
>4001 CF	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310

Irrigation Water

Meter Size	Monthly Base Charge (Irrigation Season Only)				
	Jan 1, 2018 (Current)	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
½"	\$ 77.00	\$ 84.80	\$ 93.20	\$ 102.60	\$ 112.80
Per each 1"	\$ 154.20	\$ 169.60	\$ 186.60	\$ 205.20	\$ 225.80

Note: Irrigation water is delivered, and monthly charges are only billed during the five (5) month irrigation season.

At the January 8, 2019 Board meeting, the Board of Directors voted 4-1 to “temporarily freeze the rate increases for no more than 12 months and direct the General Manger, Staff, and Finance Committee members to scope out what it would take and what it would cost to do a forensic audit. And then they’ll bring back recommendations to the Board for possible rate adjustments.”

The first part of the Board action from January 8, 2019 was to “temporarily freeze the rate increases for no more than 12 months.” At the February 12, 2019 meeting, the Board adopted Resolution 2019-14 freezing rates, **Attachment 2**. The resolution also specifies that after the November/December 2019 billing period, the rates will increase to the previously adopted rates for 2019 as described in Resolution 2017-30 (included with Attachment 1).

The second part of the Board action from January 8, 2019 was to “direct the General Manger, Staff, and Finance Committee members to scope out what it would take and what it would cost to do a forensic audit.” A forensic audit is an examination and evaluation of financial transactions for presentation to the court and for the purpose of identifying and documenting fraud. Based on the discussions among the Directors at that Board meeting, the Board’s goal was to have an independent evaluation of the capital replacement program that was developed for the Water Financial Analysis prepared by Rural Community Assistance Corporation (RCAC), dated October 2017; a forensic audit would not meet this goal. The Board directed the General Manager to issue a request for proposals (RFP) to select an engineering firm to provide an independent evaluation of the capital replacement program. One proposal was received from Bennett Engineering Services, Inc. in the amount of \$61,996, and the General Manager presented a professional services agreement to the Board for consideration at the Board meeting on September 10, 2019. At that meeting, the Board decided to not approve the agreement and to not move forward with the independent evaluation of the capital replacement program.

ADOPTED 2020 RATE INCREASES

Based on the Board adopted rate schedule, the monthly base charge and usage rates for treated water rates are set to increase by 5% with the January and February billing cycle. This equates to an increase of \$1.47 per month for the monthly base charge and an increase of \$0.0013 per cubic foot (\$0.00017 per gallon) for the usage rate. A customer who uses the District average of 2,100 cubic feet of water per billing cycle would expect their bill to increase by \$2.83 per month (\$5.67 per billing cycle).

Irrigation water rates are set to increase by 10%. The cost for one miner’s inch of water will increase by \$15.40 per month. One miner’s inch equates to 16,156 gallons of water per day, or 2,471,990 gallons (330,480 cubic feet) per five (5) month irrigation season. This equates to a cost of \$0.00233 per cubic foot in 2018 and 2019, and \$0.00257 per cubic foot in 2020.

At the December 12, 2019 Board meeting, the Board of Directors directed the General Manager to bring a resolution to the Board to keep water rates at the current rates of \$29.41 per month and \$0.0255 per cubic foot of treated water, and \$154.20 per miner’s inch per month for irrigation water. These rates are the same as those that were effective two years ago in 2018.

DISCUSSION

Any changes to the adopted rate structure will have a direct impact on the service received by District customers. The adopted rates structure already includes a level of service that is lower than the initial recommendation from RCAC’s analysis. The RCAC analysis that was initially presented to the Board in October 2017 recommended a first-year contribution of \$1,995,634 from treated water customers and \$377,759 from irrigation water customers towards the replacement and rehabilitation of assets and infrastructure (e.g. canals, pipelines, tanks, meters, pumps, etc.). The Board did not adopt that recommendation.

The Board reviewed the information presented in the RCAC study and directed staff to assume that assets and infrastructure (e.g. canals, pipelines, tanks, meters, pumps, etc.) would last longer than industry standards, and to reach the capital contribution goal in ten (10) years instead of five (5). Consequently, the Final Water Financial Analysis included lower contributions to capital replacements, and lower water rates than originally recommended by RCAC. The recommended and adopted water rates in the Water Financial Analysis are summarized in the following table.

	Year One (2018)		Year Two (2019)		Year Five (2022)	
	Recommended	Adopted	Recommended	Adopted	Recommended	Adopted
Treated	\$3,169,350	\$2,676,333	\$3,352,764	\$2,838,472	\$3,924,733	\$3,335,081
Irrigation	\$1,107,650	\$ 479,543	\$1,218,415	\$ 527,497	\$1,621,711	\$ 702,099
<i>Total</i>	<i>\$4,277,000</i>	<i>\$3,155,876</i>	<i>\$4,571,179</i>	<i>\$3,365,969</i>	<i>\$5,546,444</i>	<i>\$4,037,180</i>
<i>Annual Shortfall</i>		<i>\$1,121,124</i>		<i>\$1,205,210</i>		<i>\$1,509,264</i>

ANALYSIS

The Board has the authority to adopt a resolution setting the 2020 water rates lower than recommended by the RCAC Water Financial Analysis. The Board adopted Resolution 2019-14 in February 2019 setting the 2019 rates lower than those previously approved by the Board. If the Board takes action to set calendar year 2020 water rates lower than previously approved, then this would be the second year in a row that the Board has decided not to implement rate increases that were approved in 2017. The District Finance Committee has not reviewed this proposed rate freeze.

REVENUE IMPACTS

In order to analyze the impact of freezing water rates, staff compared the treated water and irrigation water revenues projected by the adopted rates to actual water revenue, and to various rate freeze durations as shown in the following tables.

Calendar Year	Revenue		
	Actual	1 Year Rate Freeze	Adopted Rates
2018	\$3,221,358	\$3,155,876	\$3,155,876
2019	\$3,078,250	\$3,155,876	\$3,365,969

Calendar Year	Water Revenue (\$)				
	Adopted Rates	1 Year Rate Freeze	2 Year Rate Freeze	3 Year Rate Freeze	4 Year Rate Freeze
2018	3,155,876	3,155,876	3,155,876	3,155,876	3,155,876
2019	3,365,969	3,155,876	3,155,876	3,155,876	3,155,876
2020	3,590,485	3,365,969	3,155,876	3,155,876	3,155,876
2021	3,814,624	3,590,485	3,365,969	3,155,876	3,155,876
2022	4,037,180	3,814,624	3,590,485	3,365,969	3,155,876
<i>Total</i>	<i>17,964,134</i>	<i>17,082,830</i>	<i>16,424,082</i>	<i>15,989,473</i>	<i>15,779,380</i>
<i>Lost Revenue</i>	<i>--</i>	<i>(881,304)</i>	<i>(1,540,052)</i>	<i>(1,974,661)</i>	<i>(2,184,754)</i>

2019 RATE FREEZE IMPACT

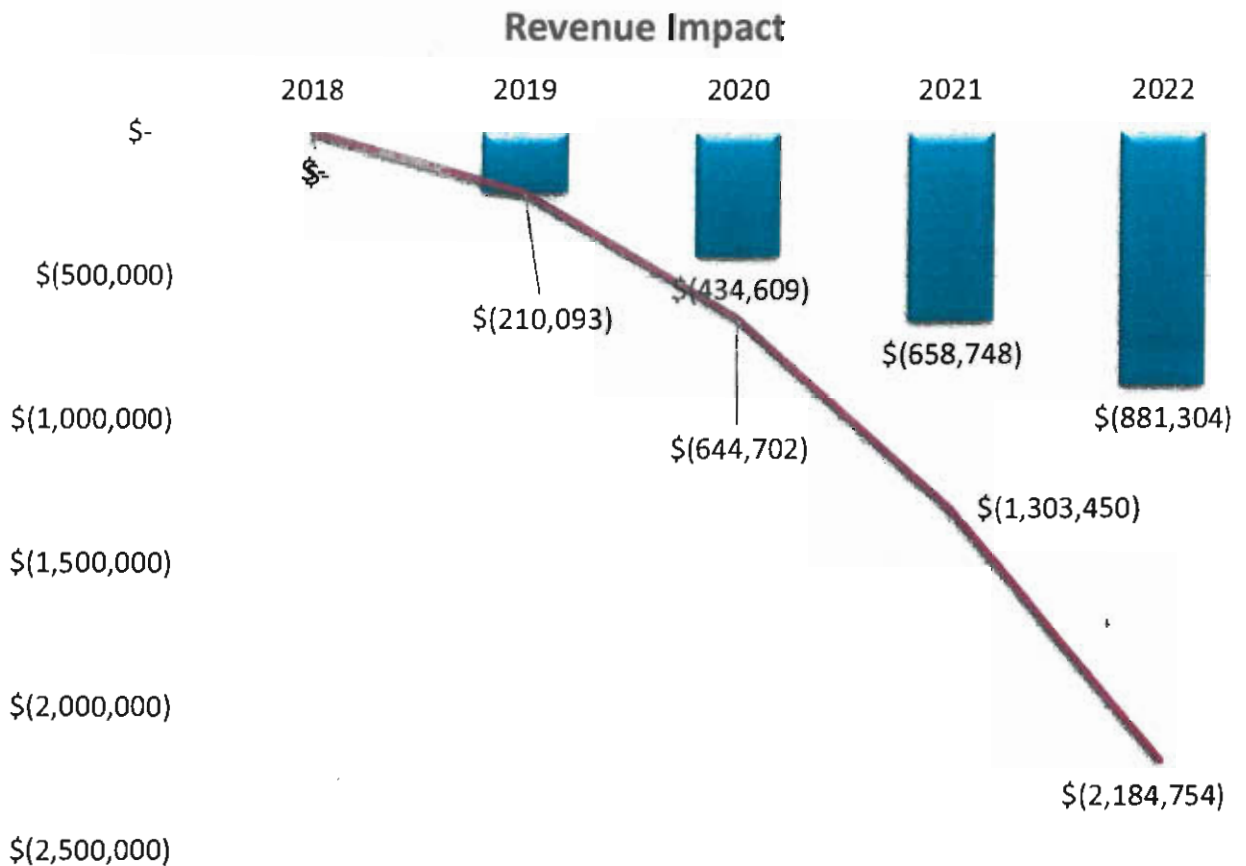
The tables above illustrate that the action to freeze rates during calendar year 2019 resulted in a revenue approximately \$210,093 less than the amount projected by the adopted rate structure for each remaining year of the five year rates. In other words, the impact of the 2019 water rate freeze is \$881,304 less revenue over the life of the rates.

2020 RATE FREEZE IMPACT

If the calendar year 2020 water rates are held at the 2018 water rates, the District revenue during 2020 will be \$434,609 less than projected by the adopted rate structure. As shown in the table, the impact of a two year rate freeze is a revenue reduction of \$1,540,052. The most immediate impact is that the current fiscal year operating revenue will be reduced by approximately \$112,000.

FUTURE RATE FREEZE IMPACTS

If water rates are not increased as planned during the next three years, the total amount of lost revenue will be \$2,184,754. The revenue impacts for each year of a rate freeze are shown in the following chart.



This loss of revenue will result in reduced service to customers in the form of reduced maintenance and delayed replacement of pipelines, tanks, meters, pumps, etc.

IMPACT ON INFRASTRUCTURE REPAIR AND REPLACEMENT (CIP)

The most immediate impact of an additional rate freeze is a further reduction in funding available for capital projects. This has a direct impact on the ability of the District to make necessary infrastructure repairs and replacements and results in the immediate delay of planned capital improvement projects.

The adopted 2019-2024 Capital Improvement Plan (CIP) identifies expenditures of \$6,121,506 of District funds over the next five years to replace and rehabilitate aging infrastructure (\$1,224,301 annual average). This does not include new loans or current loan payments, and the adopted CIP assumes that treated water and irrigation water rates would increase by 5% and 10% per year, respectively, as specified in Resolution 2019-14. Recent construction contract bid results for the 2018 Main Canal Reliability Project have increased the planned five-year expenditures to \$6,905,576. Revenue reduction of an additional \$644,702 (\$1,540,052 total) caused by a second year of a rate freeze will necessitate delay of projects currently planned in the CIP. Projects most likely to be delayed are the Upcountry Ditch Rehabilitation and/or treated water line replacement projects. Reduced revenue may also impact the District's ability to obtain a loan for the Automated Meter Replacement Project, and a grant for

the Upcountry Ditch Rehabilitation Project. This reduced revenue and project delays would need to be addressed during the annual update of the Five Year CIP.

LONGER TERM IMPACTS

Due to inflation, multiple years of rate freezes have the potential to impact the operating budget. By continuing to freeze rates, District revenue will begin to be eroded by annual cost inflation. The Water Financial Analysis estimated that District expenses will increase an average of 3% per year between 2018 and 2021. In fact, during the last two years the consumer price index for urban wage earners and clerical workers (CPI-W) West B/C for March has increased 2.8% in 2018 and 2.1% in 2019. Continuing to delay capital replacement and rehabilitation projects will result in higher probability of catastrophic failures, more emergency/temporary repairs, and increased costs.

A freeze in rates for any length of time will result in lost revenue that will never be recovered. A freeze for an extended length of time will jeopardize the District's ability to deliver water, result in increased capital replacement costs, and would likely raise concerns with the El Dorado County Grand Jury.

FISCAL IMPACT

The fiscal impact of the action to freeze rates for another 12-months are:

- Reduce Fiscal Year 2019/2020 Budget water operating revenue by approximately \$112,000
- Reduce Fiscal Year 2019/2020 budgeted transfer of \$1,492,825 from Operating Fund 10 to Capital Reserves Fund 43 by approximately \$112,000.
- Reduce projected revenue by an additional \$224,516 for calendar 2020, resulting in a total lost revenue of \$434,609 during calendar year 2020.
- Reduce water revenue by a cumulative total of \$658,748 from calendar year 2020 through 2022 (in addition to the \$881,304 reduction due to the 2019 rate freeze); based on water revenue projections from the *Water Financial Analysis*.
- Delay planned capital improvement projects such as treated water line replacement and upcountry ditch rehabilitation.

Rates must be set to provide for the future sustainability of the District. Rates must account for years of inflation since 2011, reduction in revenue due to water conservation, elimination of tiered water rates, and to set aside adequate funding to replace capital infrastructure. If rates are not set properly, initially the District will be forced to draw from reserves to fund operating expenses and to defer much needed capital improvements and replacements. Once reserves are depleted the District will be unable to meet its financial obligations.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff's recommendation is to maintain the rate structure as adopted in the attached Resolution 2019-14 and to not freeze water rates for a second year. Freezing rates again would keep rates unchanged for three consecutive years and impact the ability of the District to complete much needed capital rehabilitation projects.

ALTERNATIVES

Alternatively, the Board may reject Staff's recommendation and adopt the resolution included as Attachment 3, which holds water rates at the 2018 water rates for another year.

ATTACHMENTS

1. February 12, 2019 Report
2. Resolution 2019-14 Freezing Treated and Irrigation Water Rates
3. Resolution
4. Powerpoint Presentation



NEW BUSINESS

ITEM 8.D.

ATTACHMENT 1

FEBRUARY 12, 2019 STAFF REPORT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF FEBRUARY 12, 2019
AGENDA ITEM NO. 7.D.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: ADOPT A RESOLUTION FREEZING TREATED AND IRRIGATION WATER RATES FOR THE CALENDAR YEAR 2019, AND REVIEW AND PROVIDE DIRECTION ON THE PLAN TO REVIEW THE CAPITAL REPLACEMENT PROGRAM INCLUDED IN THE WATER FINANCIAL ANALYSIS BY RURAL COMMUNITY ASSISTANCE CORPORATION, DATED OCTOBER 2017

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

In December 2017, the District completed a roughly 15-month process to update its treated and irrigation water rates. The 15-month process to update water rates included two (2) public workshops, and seven (7) meetings of either the Board of Directors or Finance Committee. The process followed is detailed in the Staff Report from January 8, 2019, which is included as **Attachment 1**.

At the culmination of that process, the Board of Directors accepted and closed the Proposition 218 Public Notice and protest process, and adopted the following rates for water service:

Treated Water

Meter Size	Monthly Base Charge					
	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
5/8, 3/4, 1"	\$ 23.57	\$ 29.41	\$ 30.88	\$ 32.42	\$ 34.04	\$ 35.74
1.5"	\$ 23.57	\$ 98.02	\$ 102.92	\$ 108.07	\$ 113.47	\$ 119.15
2"	\$ 23.57	\$ 156.83	\$ 164.67	\$ 172.91	\$ 181.55	\$ 190.63
3"	\$ 23.57	\$ 313.66	\$ 329.34	\$ 345.81	\$ 363.10	\$ 381.25
4"	\$ 25.16	\$ 490.09	\$ 514.60	\$ 540.33	\$ 567.34	\$ 595.71

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the base charge for all treated water customers.

Tier	Usage Rate (per CF)					
	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
<1000 CF	–	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
1000-2000	\$ 0.0138	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
2001-3000	\$ 0.0165	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
3001-4000	\$ 0.0193	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
>4001 CF	\$ 0.0221	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310

Irrigation Water

Meter Size	Monthly Base Charge (Irrigation Season Only)					
	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
½"	\$ 47.00	\$ 77.00	\$ 84.80	\$ 93.20	\$ 102.60	\$ 112.80
Per each 1"	\$ 72.74	\$ 154.20	\$ 169.60	\$ 186.60	\$ 205.20	\$ 225.80

Note: Irrigation water is delivered, and monthly charges are only billed during the five (5) month irrigation season.

At the January 8, 2019 Board meeting, the Board of Directors voted 4-1 to “temporarily freeze the rate increases for no more than 12 months and direct the General Manger, Staff, and Finance Committee members to scope out what it would take and what it would cost to do a forensic audit. And then they'll bring back recommendations to the Board for possible rate adjustments.”

DISCUSSION / ANALYSIS

The first part of the Board action from January 8, 2019 was to “temporarily freeze the rate increases for no more than 12 months.” In order to freeze the rates, the Board needs to adopt a resolution setting the rates lower than the previously adopted rates. That resolution is included as **Attachment 2**. The resolution also specifies that after the November/December 2019 billing period, the rates will increase to the previously adopted rates for 2019 as described in Resolution 2017-30 (Attachment 3).

The second part of the Board action from January 8, 2019 was to “direct the General Manger, Staff, and Finance Committee members to scope out what it would take and what it would cost to do a forensic audit.” A forensic audit is an examination and evaluation of financial transactions for presentation to court and for the purpose of identifying and documenting fraud.

Based on the discussions among the Directors at that Board meeting, it is the General Manager's understanding that the Board's goal is to have an independent evaluation of the capital replacement program that was developed for the Water Financial Analysis prepared by Rural Community Assistance Corporation (RCAC), dated October 2017. A forensic audit would not meet this goal. In order to provide an independent evaluation of the capital replacement program developed for the Water Financial Analysis, the General Manager recommends the District hire a professional engineering firm to review the costs listed for each project. The basic scope of work for the engineering firm would include the following:

- Estimate the cost to replace each item identified in the capital replacement program. The cost estimates would be prepared in 2019 dollars and based on the engineering firms experience with recent similar projects and readily available public records.
- Estimate the replacement year for each item identified in the capital replacement program.
- Adjust the costs estimates from 2019 dollars to the replacement year for each item. Engineering firm will provide written justification for the cost adjustment from 2019 dollars to the replacement year for each item.

The expected deliverable would be a report from the engineering firm detailing the assumptions, methodology, references; and summarizing the results. The report would likely include table(s) similar in form and content to the capital replacement program that is Exhibits 1T and 1I in the Water Financial Analysis. Those exhibits are also included with this Staff Report as **Attachment 4**.

Following today's Board meeting, the General Manager will prepare and distribute a Request for Proposals (RFP) to select an engineering firm to provide these services. The RFP will be circulated for four (4) weeks. The proposals would be reviewed and independently ranked by three District staff members. Rankings will be based on criteria listed in the RFP. Depending on the results of the independent ranking, firms may be interviewed to identify the engineering firm most qualified to perform this work for the District. Interviews are not typically conducted or required for contracts of this scope and magnitude. If the price submitted by the most qualified firm is \$45,000 or less, then the General Manager will execute the agreement. If the price submitted by the most qualified firm is more than \$45,000, then Board approval of the agreement is required it will be presented to the Board for approval. In either case, this expense was unforeseen and not included in the Fiscal Year 2018/2019 operating budget. The Board will need to approve a budget amendment to fund this work.

The last part of the January 8, 2019 Board action is "And then they'll bring back recommendations to the Board for possible rate adjustments." Once the engineering firm's work is complete, the results of the independent evaluation of the capital replacement program would be presented to the Board at the next possible Board meeting. At that point, the Board can provide direction to the General Manager on whether to proceed with developing possible rate adjustments.

FISCAL IMPACT

As reported in the Staff Report from January 8, 2019 regarding freezing treated and irrigation water rates, the action to freeze rates for 12-months will reduce revenue by \$210,000.

The actual cost of the independent evaluation of the costs in the capital replacement program is not known at this time and will not be known until proposals are received and ranked. The General Manager estimates that costs are likely to be in the range of \$50,000 and could be more. This expense was unforeseen and not included in the Fiscal Year 2018/2019 operating budget. The Board will need to approve a budget amendment at a future meeting to fund this work.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

In order to freeze the rates for 2019, the Board must adopt the attached resolution.

As a second and independent action, if the Board wishes to proceed with an independent evaluation of the costs in the capital replacement program, then the Board needs to direct the General Manager to proceed with the RFP and selection process to select an engineering firm. A budget amendment and the professional services agreement, if needed, for this work will be presented to the Board at a future meeting.

ATTACHMENTS

1. January 8, 2019 Staff Report Regarding Freezing Treated and Irrigation Water Rates
2. Resolution 2019-14 Freezing Treated and Irrigation Water Rates
3. Resolution 2017-30
4. Capital Replacement Program (Exhibits 1T and 1I) from Water Financial Analysis, October 2017

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF JANUARY 8, 2019
AGENDA ITEM NO. 7.B.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: DISCUSS AND PROVIDE DIRECTION ON FREEZING TREATED AND IRRIGATION WATER RATES AT THE CALENDAR YEAR 2018 RATES

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager 

BACKGROUND

In December 2017, the District completed a roughly 15-month process to update its treated and irrigation water rates. The District started this process for several reasons:

1. Prior to December 2017, the last time the rates were reviewed and updated was 2008. It is considered best practice to evaluate water rates every three to five years.
2. In 2008, the Board adopted rate increases for 2009, 2010, and 2011; however, they did not adopt the recommended increase for 2012 and 2013. If the recommended rates for 2012 and 2013 had been adopted, the treated water base rate would have been \$52.98 and the irrigation water rate for one miner's inch for one season would have been \$440. Instead, the rates for 2011 through 2017 were charged at the 2011 rate of \$47.14 base rate for treated water, and \$363.70 for one miner's inch for one season.
3. The District's water rates were too low to qualify for State and Federal grants. State and Federal agencies measure water affordability using the water rate as a percentage of the median household income. To qualify for State and Federal grants, the District must maintain an affordability index ranging between 1.5% and 4.0%. In 2017, the water affordability for the District was 1.25%.
4. The District's water rates were too low to qualify for loans. When considering lending money, lenders look at the ratio of net operating income to debt service, which is called the debt-service coverage ratio. Lenders require a minimum ratio of 1.20 to qualify for loan programs. The District's ~~debt-service coverage~~ ratio were projected to decrease to 1.0 in 2020.
5. Operating expenses were forecast to ~~exceed~~ future revenue projections by significant and ever-increasing amounts, reaching over \$300,000 annually within three years.
6. Over 60% of the District's infrastructure is over 40 years old and failures are becoming common.
7. The District did not have enough revenue to adequately fund capital replacement projects.

Freezing Treated and Irrigation Water Rates

Board Meeting of January 8, 2019

Agenda Item No. 7.B.

8. Recent court decisions require the District to justify its tiered rate system, including the practice of including a water allowance in the fixed base charge (e.g. Capistrano Taxpayers Association, Inc. versus City of San Juan Capistrano).
9. The 2016 Grand Jury Report, dated May 17, 2017, recommended that "Once the rate study is submitted to the Board, the District must initiate a voter-approved rate increase process as soon as possible," and made the following findings:
 - a. "The District water rates are insufficient to support current operations and infrastructure and maintenance."
 - b. "Total revenues are not adequate to support operations and fund needed capital improvement reserves."
 - c. "The District loses significant revenue due to outdated water meters."
 - d. "The District also loses water and revenue due to leaks in the aging infrastructure."
 - e. "Employee compensation is too low for an agency this size, making recruitment and retention difficult."
 - f. "The current staffing levels are insufficient, which impairs the District's ability to operate efficiently."
 - g. "The District cannot depend on new hookups and ratepayers to supplement revenues as population growth has slowed on the Divide, necessitating the need for the District to look internally for revenue."
 - h. "The Jury found no evidence that either the District Board or staff is "preparing the ground" with their customers for what may be steep increases in their bills."
10. Other recommendations of the 2016 Grand Jury Report included:
 - a. "Along with replacing aging water meters, the District must upgrade their aging infrastructure and prioritize maintenance and capital improvement projects."
 - b. "The District must offer competitive salaries to attract qualified professional staff."
 - c. "The District must review staffing levels and fill key positions with permanent staff to ensure continuity of operations."

The 15-month process to update water rates included two (2) public workshops, and seven (7) meetings of either the Board of Directors or Finance Committee. A summary of those meetings is presented below:

- September 27, 2016 – Board initiated the process to enlist Rural Community Assistance Corporation (RCAC) to perform a Water Financial Analysis and calculate water rates at no cost to the District. RCAC receives funding from the State to help communities like the District to stay in compliance with regulations.
- April 25, 2017 – Staff and RCAC provided the District Finance Committee with a presentation regarding the methodology being followed for the current rate study and requested input regarding several policy related decisions. The policy questions discussed were: subsidy program for low income customers, capital reserve fund balance, non-operating revenue/property tax allocation, rate tiers, quantity of water included in the base rate, and functional cost allocation.
- May 8, 2017 – Staff presented the information from the April Finance Committee meeting to the Board to obtain Board concurrence on moving forward with this methodology for the rate calculation. By motion action, the Board provided direction on the subsidy program, loan and grant assumptions for the

recapitalization program, and excluding hydroelectric revenue from the operating budget and rate calculation.

- August 22, 2017 – Board approved an outreach approach for the water rate calculations consisting of two public workshops, one Board meeting workshop, one Board meeting to authorize the 45-day public hearing, and one Board meeting to hold the public hearing required to adopt the rates.
- September 18, 2017 – Public Workshop #1 at Georgetown Elementary School.
- October 3, 2017 – Presentation to Board regarding Public Workshop #1.
- October 12, 2017 – Public Workshop #2 at Cool Community Hall. RCAC presented the following rates at that meeting:

Scenario	Treated Water				Irrigation Water	
	Year One		Year Five		Year One	Year Five
	Monthly Base Charge	Usage Rate (\$/CF)	Monthly Base Charge	Usage Rate (\$/CF)	Monthly per MI	Monthly per MI
1 - (85/15)	\$ 49.62	0.0225	\$ 60.30	0.0273	\$383.60	\$561.60
2 - (74/26)	\$ 55.81	0.0225	\$ 67.84	0.0273	\$356.20	\$521.40
3 - (50/50)	\$ 62.00	0.0225	\$ 75.38	0.0273	\$274.00	\$401.20

Notes:

1. Scenario 1 splits property tax based on asset values (85% treated, 15% irrigation). Scenario 2 splits property tax based on operating expenses (74% treated, 26% irrigation). Scenario 3 splits property tax evenly between treated and irrigation.
 2. Monthly base charge shown is for 3/4-inch meter size.
 3. Irrigation rate shown is for 1 miner's inch. One (1) miner's inch equates to an approximate flow rate of 1.5 cubic feet per minute (11.22 gallons per minute). During a 5-month irrigation season this is approximately 330,480 cubic feet (2,471,990 gallons).
- October 18, 2017 – Board Workshop at Northside School. As recommended at the Public Workshop #2, Scenario 2 was presented to the Board along with a few alternatives.
 - Staff received direction from the Board to prepare a Rate Study report based on Scenario 2 with the following changes for review and possible approval at a Special Board Meeting on October 24, 2017:
 - Residential 5/8-inch, 3/4-inch, and 1-inch meters pay the same base rate.
 - Allocate property tax revenue to cover all administration costs, allocate \$35,000 of property tax revenue for a low-income rate assistance program, and allocate remainder to irrigation water capital reserves;
 - Review and revise capital replacement schedule; and
 - Achieve a balanced budget for operating and capital reserves in 10 years instead of 5 years.
 - October 24, 2017 – Based on input received, direction from the Board, and sound financial and best government practices, RCAC prepared a Water Financial

Analysis and rate calculation for review by the Board at the October 24, 2017 Board Meeting. The Water Financial Analysis provides an explanation and justification of the calculated treated and irrigation water rates for five years, and documents compliance with laws and regulations. The Board reviewed the Water Financial Analysis and adopted a resolution authorizing the General Manager to prepare and deliver notice of a public hearing pursuant to Proposition 218. The Final Water Financial Analysis is included as Attachment 1.

- December 12, 2017 – Board of Directors accepted and closed the Proposition 218 Public Notice and protest process, and adopted the following rates for water service:

Treated Water

Meter Size	Monthly Base Charge					
	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
5/8, 3/4, 1"	\$ 23.57	\$ 29.41	\$ 30.88	\$ 32.42	\$ 34.04	\$ 35.74
1.5"	\$ 23.57	\$ 98.02	\$ 102.92	\$ 108.07	\$ 113.47	\$ 119.15
2"	\$ 23.57	\$ 156.83	\$ 164.67	\$ 172.91	\$ 181.55	\$ 190.63
3"	\$ 23.57	\$ 313.66	\$ 329.34	\$ 345.81	\$ 363.10	\$ 381.25
4"	\$ 25.16	\$ 490.09	\$ 514.60	\$ 540.33	\$ 567.34	\$ 595.71

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the base charge for all treated water customers.

Tier	Usage Rate (per CF)					
	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
<1000 CF	–	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
1000-2000	\$ 0.0138	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
2001-3000	\$ 0.0165	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
3001-4000	\$ 0.0193	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
>4001 CF	\$ 0.0221	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310

Irrigation Water

Meter Size	Monthly Base Charge (Irrigation Season Only)					
	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
½"	\$ 47.00	\$ 77.00	\$ 84.80	\$ 93.20	\$ 102.60	\$ 112.80
Per each 1"	\$ 72.74	\$ 154.20	\$ 169.60	\$ 186.60	\$ 205.20	\$ 225.80

Note: Irrigation water is delivered, and monthly charges are only billed during the five (5) month irrigation season.

Based on the Board adopted rate schedule, the monthly base charge and usage rates for treated water rates are set to increase by 5% with the January and February billing cycle. This equates to an increase of \$1.47 per month for the monthly base charge and an increase of \$0.0013 per cubic foot (\$0.0097 per gallon) for the usage rate. A customer who uses the District average of 2,100 cubic feet of water per billing cycle would expect their bill to increase by \$2.83 per month (\$5.67 per billing cycle).

Irrigation water rates are set to increase by 10%. The cost for one miner's inch of water will increase by \$15.40 per month, or \$77.00 per season. One miner's inch equates to 16,156 gallons of water per day, or 2,471,990 gallons (330,480 cubic feet) per five (5) month irrigation season. This equates to a cost of \$0.00233 per cubic foot in 2018, and \$0.00257 per cubic foot in 2019.

At the December 12, 2018 Board meeting, the Board of Directors requested that the General Manager bring back for discussion and direction an item to keep water rates at the current rates of \$29.41 per month and \$0.0255 per cubic foot of treated water, and \$154.20 per miner's inch per month for irrigation water.

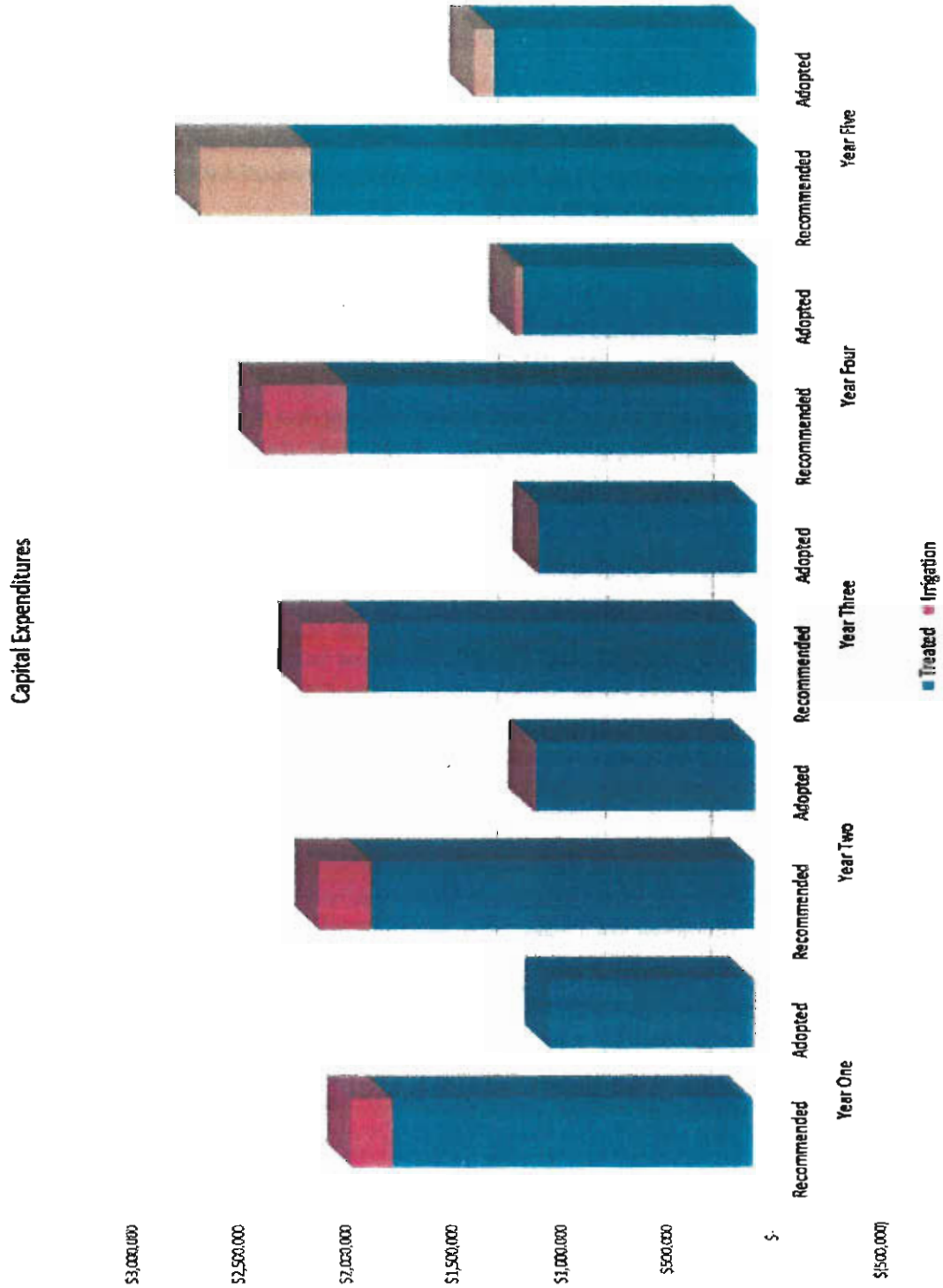
DISCUSSION

Any changes to the adopted rate structure will have a direct impact on the service received by District customers. The adopted rates structure already includes a level of service that is lower than the initial recommendation from RCAC's analysis. The RCAC analysis that was presented to the Board on October 18, 2017 recommended a first-year contribution of \$1,995,634 from treated water customers and \$377,759 from irrigation water customers towards replacement and rehabilitation of assets and infrastructure (e.g. canals, pipelines, tanks, meters, pumps, etc.).

The Board reviewed the information presented in the RCAC study and directed staff to assume that assets and infrastructure (e.g. canals, pipelines, tanks, meters, pumps, etc.) would last longer than industry standards, and to reach the capital contribution goal in ten (10) years instead of five (5). Consequently, the Final Water Financial Analysis included lower contributions to capital replacements, and lower water rates than originally recommended by RCAC. The adopted rates plan for an annual contribution of \$957,026 from treated water customers and \$0 from irrigation water customers in year one of the new rates, increasing to \$1,223,578 and \$89,924, respectively, in year five of the new rates. The recommended and adopted capital expenditures in the Water Financial Analysis are summarized in the following table and chart.

	Year One		Year Two		Year Five	
	Recommended	Adopted	Recommended	Adopted	Recommended	Adopted
Treated	\$1,686,326	\$957,026	\$1,786,107	\$1,028,624	\$2,077,079	\$1,223,578
Irrigation	\$ 189,272	\$ (1,054)	\$ 244,626	\$ 6,975	\$ 513,987	\$ 89,924

GDPUD Board Mtg. of 2/12/2019
 AGENDA ITEM 7.D.
 Attachment 1
 Page 6 of 8

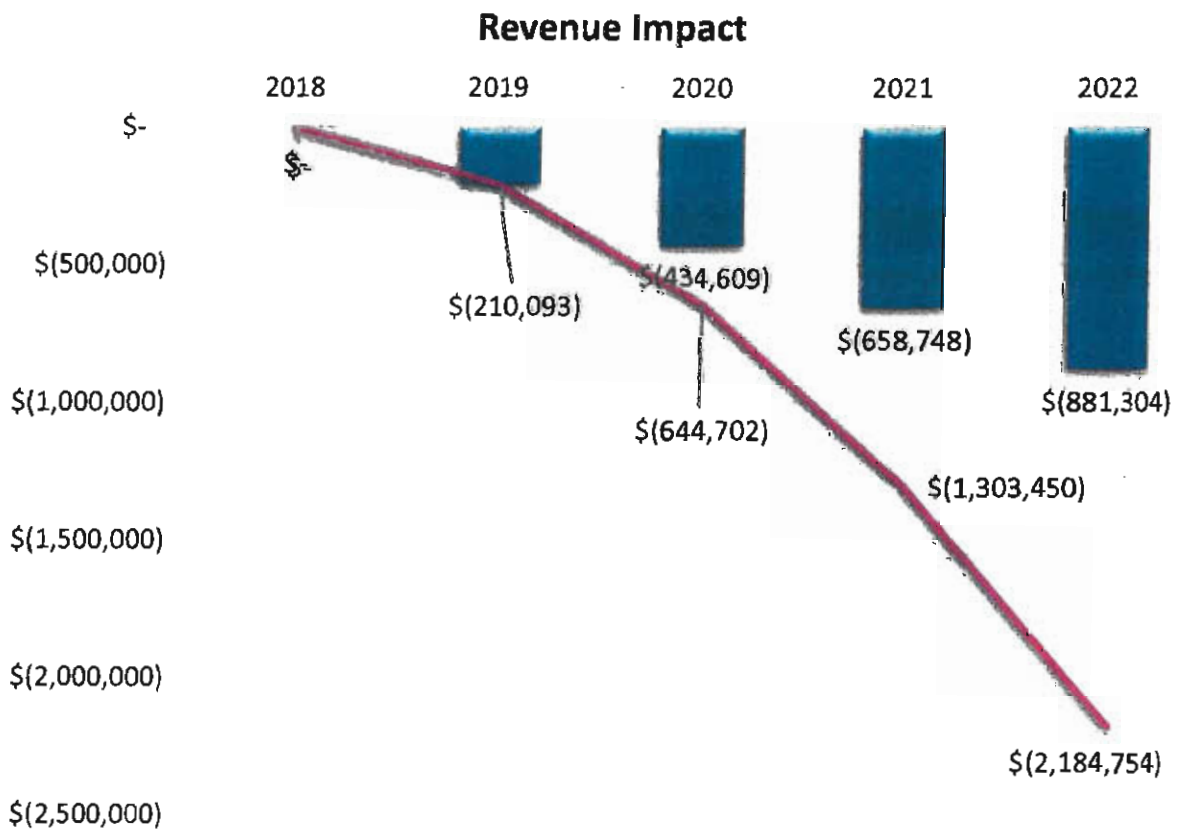


The adopted 2018-2023 Capital Improvement Plan (CIP) planned expenditures of \$4,234,585 of District funds over the next five years to replace and rehabilitate aging infrastructure (average \$846,917). This does not include new loans or current loan payments. Over the life of the CIP, District fund balance available to replace aging infrastructure are estimated to increase by approximately \$2,000,000.

ANALYSIS

The Board has the authority to adopt a resolution setting the 2019 water rates lower than recommended by the RCAC Water Financial Analysis, and lower than those approved in December 2017.

There are financial impacts to not implementing the already approved rate increase for 2019. This action will reduce revenue by approximately \$210,093 in the first year (2019) increasing to \$881,304 in the fifth year. If rates are not increased during the next five years, the total amount of lost revenue will be \$2,184,754. The revenue impacts are shown in the following chart.



This loss of revenue will result in reduced service to customers in the form of reduced maintenance and deferred replacement of pipelines, tanks, meters, pumps, etc.

The adoption of the current rate structure was the culmination of a 15-month long process involving nine (9) public meetings that resulted in a Water Financial Analysis prepared by an experienced professional. This Water Financial Analysis and adopted rate structure address findings and recommendations from the 2016 Grand Jury Report, bring the District into compliance with recent court decisions regarding tiered rates, and made the District eligible for grants and loans.

A freeze in rates for any length of time will result in lost revenue that will never be recovered. A freeze for an extended length of time will jeopardize the District's ability to deliver water, result in increased capital replacement costs, and would likely raise concerns with the El Dorado County Grand Jury.

The District Finance Committee reviewed this proposed rate freeze at their Special Meeting on January 4, 2019. Their input was not available at the time this Staff Report was prepared, but it will be incorporated into the oral presentation to the Board.

FISCAL IMPACT

Rates must be set to provide for the future sustainability of the District. Rates must account for years of inflation since 2011, reduction in revenue due to water conservation, elimination of tiered water rates, and to set aside adequate funding to replace capital infrastructure. If rates are not set properly, initially the District will be forced to draw from reserves to fund operating expenses and to defer much needed capital improvements and replacements. Once reserves are depleted the District will be unable to pay its bills and obligation. Ultimately, lack of keeping rates set properly will result in pressure from the State to consolidate with a neighboring district and could result in the State taking over the assets and obligations of the District.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommendation is that the Board does not freeze treated and irrigation water rates at the Calendar Year 2018 rates.

ALTERNATIVES

1. Provide other direction regarding freezing the treated and irrigation water rates at the Calendar Year 2018 rates.

ATTACHMENTS

1. RCAC Water Financial Analysis
2. Grand Jury Report Link and Findings Pages
3. Capistrano Taxpayers Case Summary

RESOLUTION NO. 2019-14
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
FREEZING TREATED AND WATER IRRIGATION RATES AT THE 2018 RATES
UNTIL THE END OF THE DECEMBER 2019 BILLING PERIOD

WHEREAS, Georgetown Divide Public Utility District ("District") provides irrigation and treated water services to residents and businesses of the District; and

WHEREAS, in December 2017, the District completed a roughly 15-month process to update its treated and irrigation water rates; and

WHEREAS, that process resulted in a Water Financial Analysis (aka Water Rate Study), dated October 24, 2017, prepared by Rural Community Assistance Corporation (RCAC) that established various proposed rates; and

WHEREAS, on December 12, 2017, pursuant to Proposition 218 (Cal. Const., Art. XIII, Sec. 6) the District Board heard and considered all oral testimony, written materials, and written protests concerning the rate increase; verified and counted the protests and determined that the District may proceed with the proposed water rates; and

WHEREAS, the Board then adopted Resolution 2017-30 Adopting New Rates for Treated Water and Irrigation Water Services; and

WHEREAS, those rates were set to increase effective with the January/February 2019 billing period; and

WHEREAS, at the January 8, 2019 meeting the Board acted by motion to "temporarily freeze the rate increases for no more than 12 months;" and

WHEREAS, Board determinations regarding District rates should be made by resolution or ordinance; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT HEREBY RESOLVES THE FOLLOWING:

1. Effective with the January/February 2019 billing period, the monthly charges (billed bi-monthly) for treated water customers are established as follows:

Meter Size	Monthly Base Charge
5/8, 3/4, 1"	\$ 29.41
1.5"	\$ 98.02
2"	\$ 156.83
3"	\$ 313.66
4"	\$ 490.09

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the above listed base charge for all treated water customers.

2. Effective with the January/February 2019 billing period, the usage rate for treated water customers will be \$0.0255 per cubic foot.
3. Effective with the January/February 2019 billing period, the monthly charges for irrigation water customers are established as follows:

Meter Size	Monthly Base Charge (Irrigation Season Only)
½"	\$ 77.00
Per each 1"	\$ 154.20

4. The above listed rates will be effective through the November/December 2019 billing period.
5. Effective with the January/February billing period for each following year, respectively, the monthly charges (billed bi-monthly) for treated water customers are established as follows:

Meter Size	Monthly Base Charge		
	2020	2021	2022
5/8, 3/4, 1"	\$ 30.88	\$ 32.42	\$ 34.04
1.5"	\$ 102.92	\$ 108.07	\$ 113.47
2"	\$ 164.67	\$ 172.91	\$ 181.55
3"	\$ 329.34	\$ 345.81	\$ 363.10
4"	\$ 514.60	\$ 540.33	\$ 567.34

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the above listed base charge for all treated water customers.

6. Effective with the January/February billing period each following year, respectively, the usage rate for treated water customers are established as follows:

Usage Charge (per CF)		
2020	2021	2022
\$ 0.0268	\$ 0.0281	\$ 0.0295

7. Effective with the January/February billing period each following year, respectively, the monthly charges for irrigation water customers are established as follows:

Meter Size	Monthly Base Charge (Irrigation Season Only)		
	2020	2021	2022
½"	\$ 84.80	\$ 93.20	\$ 102.60
Per each 1"	\$ 169.60	\$ 186.60	\$ 205.20

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

AYES:

NOES:

ABSENT/ABSTAIN:

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

Attest:

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

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2019-14 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this twelfth day of February 2019.

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

RESOLUTION NO. 2017-30

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
 GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
 ADOPTING NEW RATES FOR TREATED WATER AND
 IRRIGATION WATER SERVICES**

WHEREAS, Georgetown Divide Public Utility District ("District") provides irrigation and treated water services to residents and businesses of the District; and

WHEREAS, a Water Rate Study, dated October 24, 2017, prepared by RCAC ("Water Rate Study"), establishes various rates proposed therein, which the District Board finds are reasonably related to the cost of service for the District; and

WHEREAS, in preparing the Water Rate Study, staff and RCAC held several workshops and recommended a range of alternatives that the District could adopt regarding the revised water rates, which the District Board has reviewed; and

WHEREAS, on December 12, 2017, pursuant to Proposition 218 (Cal. Const., Art. XIII D, Sec. 6) the District Board heard and considered all oral testimony, written materials, and written protests concerning the rate increase; and

WHEREAS, the District has verified and counted the protests and determined that the District may proceed with the proposed water rates.

NOW, THEREFORE, BE IT RESOLVED THAT THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, DOES HEREBY ACCEPT AND CLOSE the Proposition 218 proceedings in connection with the District's proposed water rates, with receipt of less than a majority protest vote as declared by the District Secretary. The District Board may adopt multi-year rate increases for water rates, in accordance with the Water Rate Study, in compliance with Proposition 218.

NOW, THEREFORE, BE IT and it is hereby RESOLVED by the Board of Directors of the Georgetown Divide Public Utility District as follows:

Beginning on January 1, 2018, the monthly charges (billed bi-monthly) for treated water customers are established as follows:

Meter Size	Monthly Base Charge					
	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
5/8, 3/4, 1"	\$ 23.57	\$ 29.41	\$ 30.88	\$ 32.42	\$ 34.04	\$ 35.74
1.5"	\$ 23.57	\$ 98.02	\$ 102.92	\$ 108.07	\$ 113.47	\$ 119.15
2"	\$ 23.57	\$ 156.83	\$ 164.67	\$ 172.91	\$ 181.55	\$ 190.63
3"	\$ 23.57	\$ 313.66	\$ 329.34	\$ 345.81	\$ 363.10	\$ 381.25
4"	\$ 25.16	\$ 490.09	\$ 514.60	\$ 540.33	\$ 567.34	\$ 595.71

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the above listed base charge for all treated water customers.

Tier	Usage Rate (per CF)					
	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
<1000 CF	--	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
1000-2000	\$ 0.0138	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
2001-3000	\$ 0.0165	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
3001-4000	\$ 0.0193	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310
>4001 CF	\$ 0.0221	\$ 0.0255	\$ 0.0268	\$ 0.0281	\$ 0.0295	\$ 0.0310

NOW, THEREFORE, BE IT and it is hereby RESOLVED by the Board of Directors of the Georgetown Divide Public Utility District as follows:

Beginning on January 1, 2018, the monthly charges for irrigation water customers are established as follows:

Meter Size	Monthly Base Charge (Irrigation Season Only)					
	Current	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022
1/2"	\$ 47.00	\$ 77.00	\$ 84.80	\$ 93.20	\$ 102.60	\$ 112.80
Per each 1"	\$ 72.74	\$ 154.20	\$ 169.60	\$ 186.60	\$ 205.20	\$ 225.80

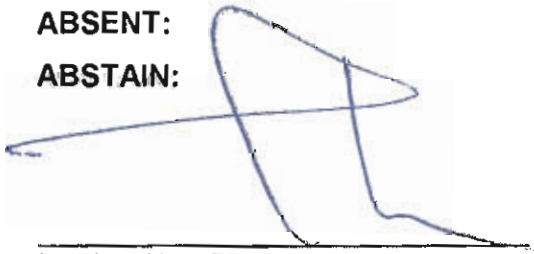
PASSED, APPROVED, AND ADOPTED by the Georgetown Divide Public Utility District District at a special meeting held on the 12th day of December 2017; motioned by Director Hanschild, seconded by Director Wadle, and upon roll call was carried by the following vote of:

AYES: Halpin, Hanschild, Uso, Wadle

NAYS:

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 2017-30 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 12th day of December 2017.



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

Capital Replacement Program
 Georgetown Divis PUD TW

Date: 10/20/17
 System Number: 810013
 Service Connections: 3774

Qty	Component	Year Acquired	Unit Cost (Historic, Current or Future)	Cost Type (H, C, F)	Estimated Historic Cost	Normal Estimated Life	Current Age	Estimated Current Cost	Planned Remaining Life	Estimated Remaining Life	Estimated Future Cost	Fund with Cash	Fund with Grant	Fund with Loan	Existing Reserves	Annual Reserve Required	
	Existing Capital Replacement Program																
	SOURCE OF SUPPLY PLANT #5100																
1	Mark Edison Dam & Sherry Macdowall Pys	1962	\$106,343	H	\$106,343	100	55	\$15,980	55	50	\$850,524	10%	50%	40%	\$12,389	\$1,072	
1	Tunnel Hill Tunnel	1962	\$125,777	H	\$125,777	100	55	\$87,002	46	46	\$169,431	75%	20%	55%	\$6,076	\$586	
1	Kearse Station Replacement (1)	1964	\$83,563	C	\$18,178	100	53	\$93,387	47	46	\$208,778	75%	20%	55%	\$7,603	\$784	
1	Sand Trap Station (1)	1964	\$54,125	C	\$17,696	100	53	\$154,428	47	48	\$88,084	50%	50%	50%	\$6,430	\$587	
1	Up Country Ditch Imp (Pilot Ck Overrun to Tunnel Hill (460)(1))	1964	\$424,610	C	\$145,612	100	53	\$424,610	47	58	\$1,281,731	10%	50%	40%	\$18,758	\$1,392	
	5200 SHARED																
1	Crater Water Gate Replacement (1)	1972	\$4,300	C	\$2,238	40	46	\$46,300	5	20	\$9,381	100%			\$0	\$0	
1	Brown Creek Pipe (1)	1964	\$13,576	C	\$18,343	40	50	\$48,578	13	20	\$79,511	50%		0%	\$1,364	\$357	
1	Buckeye Conduit (1)	1964	\$64,443	C	\$32,377	40	53	\$34,463	13	20	\$140,364	75%		75%	\$5,112	\$1,338	
1	Up Country Ditch (Perrin Shad. Bypass to Shoups Creek (1))	1964	\$156,056	C	\$13,469	40	53	\$135,008	13	5	\$172,259	25%		75%	\$6,275	\$7,189	
1	Main Ditch #1 Imp (1)	1964	\$433,631	C	\$148,684	40	53	\$433,631	13	5	\$478,978	10%	50%	40%	\$6,977	\$7,984	
1	Main Ditch #2 to ALT (1)	1964	\$109,104	C	\$34,085	40	53	\$109,104	13	5	\$141,726	25%		75%	\$4,069	\$4,662	
	5200 IRRIGATION ONLY (1)																
1	Main Ditch #2 below ALT	1964	\$0	C	\$0	40	53	\$0	13	10	\$0	25%		75%	\$0	\$0	
1	Pilot Hill Ditch (Main)	1964	\$0	C	\$0	40	53	\$0	13	10	\$0	50%		50%	\$0	\$0	
1	Pilot Hill Ditch	1964	\$0	C	\$0	40	53	\$0	13	10	\$0	75%		75%	\$0	\$0	
1	Kearney Ditch #1	1964	\$0	C	\$0	40	53	\$0	13	10	\$0	75%		75%	\$0	\$0	
1	Kearney Ditch #2 Imp	1964	\$0	C	\$0	40	53	\$0	13	10	\$0	75%		75%	\$0	\$0	
1	Spanish Dry Ogden Ditch	1964	\$0	C	\$0	40	53	\$0	13	10	\$0	100%		0%	\$0	\$0	
1	Taylor Mill Ditch	1964	\$0	C	\$0	40	53	\$0	13	10	\$0	100%		0%	\$0	\$0	
	5300 - Lake Walton WTP																
1	Lake Walton WTP	1992	\$37,798,000	C	\$7,881,449	50	26	\$12,228,999	25	25	\$26,883,124	75%		75%	\$760,506	\$154,831	
1	Lake Walton Plant Replacement (4)	1974	\$300,000	C	\$209,740	40	49	\$355,000	9	19	\$728,406	75%		75%	\$26,527	\$7,354	
1	Raw Water Bypass (1)	1974	\$40,000	C	\$20,974	40	49	\$50,000	3	18	\$72,841	100%		0%	\$10,611	\$2,842	
1	Lake Walton Outlet Works (1)	1974	\$500,000	C	\$309,732	40	20	\$500,000	15	22	\$772,960	75%		75%	\$28,150	\$6,417	
	5300 - ALUMINUM LAKE TRAIL S.P. PLANT																
1	ALT Water Treatment Plant (4)	2008	\$12,728,400	C	\$15,968,950	50	1	\$12,728,400	97	59	\$40,945,042	25%		75%	\$1,481,105	\$102,887	
	5400 T & D METERS & METER BOXES																
1	Automated Meter Reading and Meter Replacement (1)	2016	\$1,745,800	C	\$1,745,800	20		\$1,745,800	21	2	\$1,816,300	75%		75%	\$65,146	\$192,839	
	T & D TREATED WATER (P-400) (2)																
1	Angel Canino Tank (0.5 MG)	1974	\$778,032	C	\$320,777	40	43	\$778,032	3	10	\$948,874	25%		75%	\$44,475	\$19,174	
1	Deer Branch Tank (0.25 MG)	1974	\$308,000	C	\$152,888	40	43	\$308,000	3	10	\$475,337	50%		50%	\$34,475	\$19,174	
1	Pilot Hill Tank (0.47 MG)	1974	\$130,000	C	\$309,230	40	43	\$730,000	3	10	\$888,873	75%		75%	\$32,407	\$18,023	
1	Black Ridge Road Tank (0.06 MG)	1974	\$63,192	C	\$68,000	40	43	\$63,192	3	10	\$113,601	75%		75%	\$12,411	\$6,989	
1	Hockley Hill Tank (0.06 MG)	1974	\$91,192	C	\$130,000	40	43	\$91,192	3	10	\$173,601	75%		75%	\$12,411	\$6,989	
1	Spanish Dry Ogden Tank (0.2 MG)	1974	\$370,841	C	\$322,841	40	46	\$370,841	3	10	\$378,670	50%		50%	\$27,580	\$15,339	

Item	Year	Description	Category	Cost	Benefit	Life	Rate	Value	Rate	Value
1	1874	Black Oak Mine Tank (0.3 MG)	C	\$195,066	40	-3	10	\$588,004	25%	\$1,204
1	1874	Garden Park Tank (0.2 MG)	C	\$310,641	40	-3	10	\$378,070	50%	\$27,580
1	1874	Kelley Tank (0.21 MG)	C	\$139,311	40	-3	10	\$406,177	50%	\$29,511
1	1874	Hatchback Hill Subtank (0.06 MG)	C	\$50,000	40	-3	10	\$113,601	75%	\$12,411
1	1874	Black Ridge Road Pump Station	C	\$51,765	40	-3	5	\$138,244	75%	\$14,885
1	1874	Chymark Trail Pump Station	C	\$51,765	40	-3	5	\$138,244	75%	\$14,885
1	1874	Reservoir Road Pump Station	C	\$1,175	40	-3	5	\$136,244	75%	\$14,885
1	1874	14-inch Pipelines (42,130 AC, 50,771 PVC ft)	C	\$1,441,927	60	43	15	\$4,626,203	25%	\$169,474
1	1874	16-inch Pipelines (175,142 AC, 3,861 DI, 235,640 PVC ft)	C	\$1,351,462	60	43	15	\$26,794,387	75%	\$975,778
1	1874	18-inch Pipelines (42,069 AC, 65,394 PVC ft)	C	\$1,191,311	60	43	15	\$9,949,730	25%	\$362,342
1	1874	10-inch Pipelines (36,484 AC, 10,359 PVC ft)	C	\$1,257,600	60	-33	15	\$3,971,604	25%	\$14,642
1	1874	12-inch Pipelines (42,246 AC ft)	C	\$1,451,422	60	43	15	\$4,560,448	25%	\$166,079
										\$0
										\$0
										\$0
										\$0
										\$0
TRANSPORTATION EQUIPMENT (3)										
1	1871	Mobile Routines	H	\$4,056	5	46	5	\$11,134	100%	\$1,888
1	2017	Truck	C	\$88,250	15	0	15	\$81,479	100%	\$7,499
1	2017	Excavator	C	\$55,200	15	0	15	\$74,358	100%	\$10,832
1	2017	Trailer for excavator	C	\$10,000	20	0	20	\$15,188	100%	\$2,300
1	1891	Trailer & Hookups	H	\$9,469	5	28	10	\$19,316	100%	\$2,814
1	1898	1998 Ford Pickup Truck	H	\$10,340	5	18	10	\$18,363	100%	\$2,675
1	1899	1999 Ford F150 Pickup	H	\$10,304	5	18	10	\$17,840	100%	\$2,613
1	2001	2002 Ford F-150 4x4	H	\$11,448	5	16	10	\$19,157	100%	\$2,791
1	2003	Chevy Truck - 1800	H	\$11,288	5	14	10	\$18,173	100%	\$2,647
1	2004	2004 Chevy 1500 Pickup	H	\$11,285	5	13	10	\$17,784	100%	\$2,588
1	2004	2004 Chevy 4WD Pickup	H	\$18,021	5	13	10	\$29,047	100%	\$4,231
1	2005	2005 Chevy Colorado	H	\$17,811	5	12	10	\$27,080	100%	\$3,243
1	2005	2005 Chevy Colorado	H	\$12,058	5	11	10	\$18,201	100%	\$2,464
1	2007	2007 Chevy CR2500 Regular Cab	H	\$16,097	5	9	10	\$25,892	100%	\$3,917
1	2008	2008 Chevy 1500	H	\$14,480	5	9	10	\$21,085	100%	\$3,073
1	2010	2010 Boundover Trailer	H	\$4,588	15	7	10	\$6,425	100%	\$936
1	2013	2013 Re-manufactured Long block Unit #R22	H	\$3,489	20	4	17	\$5,288	100%	\$770
1	2016	2016 Ford F-150	H	\$14,158	10	1	10	\$17,904	100%	\$2,564
										\$0
SHOP & FIELD EQUIPMENT (3)										
1	1885	Fully Depreciated	H	\$1,082	10	52	5	\$3,030	100%	\$0
1	2017	Trot Set	C	\$5,550	10	0	10	\$6,765	100%	\$985
1	1889	New Ricardo System	H	\$7,182	10	28	5	\$13,825	100%	\$2,014
1	1889	Steam Cleaner (Pressure Washer)	H	\$1,086	10	28	5	\$2,030	100%	\$0
1	1891	Welder	H	\$1,515	10	26	5	\$2,536	100%	\$0
1	1891	Backhoe	H	\$27,368	20	20	5	\$40,897	75%	\$5,398
1	1881	Dump Truck	H	\$26,610	20	26	5	\$49,164	75%	\$5,371
1	1892	17k-load Trailer	H	\$4,775	10	25	5	\$8,648	100%	\$1,260
1	1896	Dozer	H	\$13,655	5	21	5	\$22,651	100%	\$3,329
1	2000	Mini Excavator	H	\$27,535	20	17	5	\$54,839	100%	\$8,075
1	2003	IR Portable Air Compressor	H	\$7,306	10	14	7	\$11,077	100%	\$1,614
1	2009	2008 Chevy Truck 3500 1-ton Dump Truck	H	\$26,651	10	9	5	\$39,033	100%	\$5,103
1	2010	Clark Equip - excavator	H	\$20,878	20	7	14	\$35,887	100%	\$5,226
1	2014	1 Members	H	\$1,697	20	3	18	\$10,136	100%	\$1,476
1	2015	1 Ditch Witch FX30 Vac. Trailer	H	\$30,086	20	2	19	\$46,813	75%	\$5,114
1	2016	1 Remmer Small Compressor	H	\$4,105	20	1	20	\$6,221	100%	\$866

Item	Year	Category	Cost	Quantity	Unit Cost	Start	End	Days	Rate	Rate %	Total	Rate %	Total
GENERAL PLANT (3)													
1	1976	Office Building	\$17,305	40	\$432.63			1		75%	\$15,160	75%	\$15,160
1	1985	Chgo. Seal Parking Lot	\$2,953	10	\$295.30			22		100%	\$5,877	100%	\$4,980
1	1985	Yard Fence	\$1,098	10	\$109.80			24		100%	\$6,288	100%	\$1,051
1	1989	Generator & Electrical	\$2,210	30	\$73.67			10		100%	\$5	100%	\$0
1	1987	Gas Heat/W System	\$1,650	20	\$82.50			10		100%	\$5	100%	\$0
1	1989	Rheum Cooling & Heating Unit	\$1,751	20	\$87.55			8		100%	\$5	100%	\$0
1	1980	Hotel Building	\$5,911	20	\$295.55			7		100%	\$10,950	100%	\$1,878
1	2004	Office & Shop Privacy Fence	\$5,080	10	\$508.00			3		100%	\$8,683	100%	\$1,449
1	2006	Wingdown Fence - Adm Ground Fencing	\$4,865	10	\$486.50			1		100%	\$5,720	100%	\$1,122
1	2007	Carpet Replacement	\$3,724	7	\$532.00			9		100%	\$5,012	100%	\$887
1	2016	Partial Renovation of Main Maintenance Building	\$1,098	30	\$36.60			29		100%	\$5,704	100%	\$136
OFFICE EQUIPMENT (3)													
1	2001	Computer Network	\$3,254	10	\$325.40			6		100%	\$0	100%	\$0
1	2002	Canon Copier	\$4,795	10	\$479.50			6		100%	\$7,125	100%	\$1,189
1	2002	Phone System (Equip/Software)	\$4,744	3	\$1,581.33			12		100%	\$7,046	100%	\$1,177
1	2005	Dell Server Routers	\$2,195	3	\$731.67			9		100%	\$5	100%	\$0
1	2007	5 DELL Computers	\$4,637	5	\$927.40			5		100%	\$6,240	100%	\$1,042
DISTRIBUTION (3)													
36	1987	Pressure Producing Valves	\$2,455	60	\$40.92			10		50%	\$205,961	50%	\$8,848
172	1987	Air Relief Valves	\$708	60	\$11.80			10		50%	\$269,315	50%	\$10,999
422	1987	Isolation Valves	\$2,291	60	\$38.18			10		25%	\$2,134,769	25%	\$48,237
247	1987	Other Valves	\$2,016	60	\$33.60			10		75%	\$40,086	75%	\$22,294
531	1987	Fltch/2 arms	\$1,273	60	\$21.22			30		25%	\$8,898,439	25%	\$41,770
20	2017	Pressure Producing Valves	\$5,000	60	\$83.33			40		50%	\$220,804	50%	\$1,858
Subtotal Existing Capital Assets											\$71,853,010	15%	\$1,320,026

Exhibit H
 Date: 10/20/17
 System Number: 910013
 Service Connections: 408

City	Component	Year Acquired	Unit Cost (Historic, Current or Future)	Cost Type (H, C, F)	Estimated Historic Cost	Normal Estimated Life	Current Age	Estimated Current Cost	Planned Remaining Life	Estimated Remaining Life	Estimated Future Cost	Fund with Cash	Fund with Grant	Fund with Loan	Existing Reserves	Annual Reserve Required	
	SOURC OF SUPPLY PLANT #6100																
	1 Mark Edison Dam & Stumpy Meadows Res.	1962	\$400,015	H	\$400,015	100	55	\$1,189,737	45	50	\$3,189,589	10%	50%	40%	\$0	\$4,064	
	1 Tunnel Hill Tunnel	1962	\$84,931	H	\$84,931	100	55	\$252,383	45	46	\$627,604	25%	20%	55%	\$7,346	\$2,543	
	1 Kanes Station Replacement (1)	1964	\$315,852	C	\$106,259	100	53	\$315,852	47	46	\$785,402	25%	20%	55%	\$9,193	\$1,183	
	1 Sand Trap Siphon (1)	1964	\$128,375	C	\$44,007	100	53	\$128,375	47	48	\$332,115	50%	50%	50%	\$7,775	\$2,350	
	1 Up Country Ditch Imp (Prior CA Diversion to Tunnell Hill Inlet) (1)	1964	\$1,596,173	C	\$547,779	100	53	\$1,596,171	47	56	\$4,844,320	10%	50%	40%	\$72,681	\$6,090	
	5200 SHARED																
	1 Cabin Waste Gate Replacement (1)	1972	\$23,700	C	\$9,548	40	45	\$23,700	-5	20	\$35,217	100%	0%	0%	\$1,849	\$1,517	
	1 Beacon Creek Pipe (1)	1964	\$201,549	C	\$69,082	40	53	\$201,549	-13	20	\$289,481	50%	50%	50%	\$7,013	\$6,490	
	1 Buckeye Conduit (1)	1964	\$355,352	C	\$171,799	40	53	\$355,352	-13	20	\$528,035	25%	75%	75%	\$6,180	\$5,086	
	1 Up Country Ditch (Perm Stock Bypass to Schroeder Conduit) (1)	1964	\$587,070	C	\$201,220	40	53	\$587,070	-13	5	\$648,172	25%	75%	75%	\$7,587	\$30,250	
	1 Main Ditch #1 Imp (1)	1964	\$1,631,992	C	\$539,371	40	53	\$1,631,992	-13	6	\$1,801,851	10%	50%	40%	\$8,086	\$33,636	
	1 Main Ditch #2 to ALT (1)	1964	\$380,682	C	\$130,480	40	53	\$380,682	-13	5	\$420,304	25%	75%	75%	\$4,820	\$19,615	
	5200 IRRIGATION ONLY (1)																
	1 Main Ditch #2 below ALT	1964	\$683,378	C	\$227,378	40	52	\$683,378	-13	10	\$808,952	25%	75%	75%	\$9,463	\$18,377	
	1 Pilot Hill Ditch (Main)	1964	\$428,126	C	\$147,044	40	53	\$428,126	-13	10	\$523,102	50%	50%	50%	\$12,246	\$23,775	
	1 Pilot Hill Ditch	1964	\$1,070,876	C	\$367,841	40	53	\$1,070,876	-13	10	\$1,305,392	25%	75%	75%	\$15,979	\$29,665	
	1 Kelsey Ditch #1	1964	\$871,625	C	\$199,027	40	53	\$871,625	-13	10	\$996,808	25%	75%	75%	\$8,156	\$15,835	
	1 Kelsey Ditch #2 Imp	1964	\$1,112,565	C	\$381,156	40	53	\$1,112,565	-13	10	\$1,398,211	25%	75%	75%	\$15,074	\$30,820	
	1 Spanish Dry Diggins Ditch	1964	\$37,375	C	\$12,810	40	53	\$37,375	-13	10	\$45,360	100%	0%	0%	\$2,133	\$4,141	
	1 Taylor Grove Ditch	1964	\$36,543	C	\$12,832	40	53	\$36,543	-13	10	\$44,570	100%	0%	0%	\$1,067	\$4,021	
	5300 - Lake Walton WTP																
	0 Lake Walton Plant Replacement (4)	1992	\$0	C	\$0	50	25	\$0	25	25	\$0	25%	75%	75%	\$0	\$0	
	0 Raw Water Bypass (1)	1974	\$0	C	\$0	40	43	\$0	-3	19	\$0	25%	75%	75%	\$0	\$0	
	0 Lake Walton Outlet Works (1)	1974	\$0	C	\$0	40	43	\$0	-3	19	\$0	100%	0%	0%	\$0	\$0	
	0 Lake Walton Dredging (1)	1974	\$0	C	\$0	40	25	\$0	15	22	\$0	25%	75%	75%	\$0	\$0	
	5000 - AUBURN LAKE TRAILS PLANT																
	0 ALT Water Treatment Plant (4)	2018	\$0	C	\$0	60	-1	\$0	51	56	\$0	25%	75%	75%	\$0	\$0	
	5400 T & D METERS & METER BOXES																
	0 Automated Meter Reading and Meter Replacement Project (9)	2018	\$0	C	\$0	20	-1	\$0	21	2	\$0	25%	75%	75%	\$0	\$0	
	T & D TREATED WATER #5400 (2)																
	0 Angel Camp Tank (0.5 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10	\$0	25%	75%	75%	\$0	\$0	
	0 Deer Ravine Tank (0.25 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10	\$0	50%	50%	50%	\$0	\$0	
	0 Pilot Hill Tank (0.47 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10	\$0	25%	75%	75%	\$0	\$0	
	0 Black Ridge Road Tank (0.06 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10	\$0	75%	25%	25%	\$0	\$0	
	0 Hutchins Hill Tank (0.06 MG)	1974	\$0	C	\$0	40	43	\$0	-3	10	\$0	75%	25%	25%	\$0	\$0	

Item	Year	50	C	30	40	45	30	-6	10	50%	50%	50%
0 Spanish Dry Digline Tank (0.2 MG)	1974	50	C	30	40	45	30	-6	10	50%	50%	50%
0 Black Oak Main Tank (0.3 MG)	1974	50	C	30	40	45	30	-3	10	25%	75%	50
0 Garden Park Tank (0.2 MG)	1974	50	C	30	40	45	30	-3	10	50%	50%	50
0 Highway Tank (0.21 MG)	1974	50	C	30	40	45	30	-3	10	50%	50%	50
0 Hopchick Hill Subtank (0.05 MG)	1974	50	C	30	40	45	30	-3	10	75%	25%	50
0 Black Ridge Road Pump Station	1974	50	C	30	40	45	30	-3	5	75%	25%	50
0 Chermant Trail Pump Station	1974	50	C	30	40	45	30	-3	5	75%	25%	50
0 Pinemont Road Pump Station	1974	50	C	30	40	45	30	-3	5	75%	25%	50
0 4-inch Pipelines (62,130 AC, 90,771 PVC ft)	1974	50	C	30	60	45	30	17	15	10%	90%	50
0 6-inch Pipelines (175,142 AC, 3,861 ft, 235,640 PVC ft)	1974	50	C	30	60	45	30	17	15	10%	90%	50
0 8-inch Pipelines (62,069 AC, 85,394 PVC ft)	1974	50	C	30	60	45	30	17	15	10%	90%	50
0 10-inch Pipelines (26,484 AC, 18,359 PVC ft)	1974	50	C	30	60	45	30	17	15	10%	90%	50
0 12-inch Pipelines (42,345 AC ft)	1974	50	C	30	60	45	30	17	15	10%	90%	50
0 Highway 183/289er Area Main Rehabilitation (C)	1974	50	C	30	60	45	30	17	5	50%	50%	50
0 Tank Telemetry Enhancements (C)	2020	50	C	30	15	3	30	18	5	100%	0%	50
TRANSPORTATION EQUIPMENT (C)												
1 Mobile Radio	1971	1668	H	1668	5	46	\$1,668	-45	5	100%	0%	50
4 Truck	2017	\$8,300	C	\$8,300	15	0	\$8,300	15	15	100%	0%	\$897
1 Excavator	2017	\$5,100	C	\$5,100	15	0	\$5,100	15	15	100%	0%	\$573
1 Trailer for excavator	2017	\$1,750	C	\$1,750	20	0	\$1,750	20	20	100%	0%	50
1 Trailer & Hoopline	1991	\$1,950	H	\$1,950	15	26	\$2,610	-11	10	100%	0%	50
1 1998 Ford Pickup Truck	1998	\$1,700	H	\$1,700	15	18	\$2,415	-4	10	100%	0%	50
1 1999 Ford F150 Pickup	1999	\$1,697	H	\$1,697	15	18	\$2,324	-3	10	100%	0%	50
1 2002 Ford F-150 4x4	2002	\$1,880	H	\$1,880	15	16	\$2,508	-1	10	100%	0%	50
1 Chevy Truck - 1500	2003	\$1,863	H	\$1,863	15	14	\$2,455	1	10	100%	0%	50
1 2004 Chevy 1500 Pickup	2004	\$1,655	H	\$1,655	15	13	\$2,400	2	10	100%	0%	50
1 2004 Chevy 4 WD Pickup	2004	\$3,034	H	\$3,034	15	13	\$3,925	2	10	100%	0%	50
1 2005 Chevy (041618)K24UR8E33348	2005	\$2,650	H	\$2,650	15	12	\$3,741	3	10	100%	0%	50
1 2006 Chevy Colorado	2006	\$1,998	H	\$1,998	15	11	\$2,371	4	10	100%	0%	50
1 2007 Chevy Colorado	2007	\$2,893	H	\$2,893	15	10	\$3,653	5	10	100%	0%	50
1 2008 Chevy 1500	2008	\$2,385	H	\$2,385	15	9	\$2,850	6	10	100%	0%	50
1 Sandowner Trailer	2010	\$746	H	\$746	15	7	\$868	8	10	100%	0%	50
1 Re-manufactured Long Block Unit #22	2010	\$975	H	\$975	20	4	\$822	16	17	100%	0%	50
1 2016 Ford F-150	2016	\$2,332	H	\$2,332	15	1	\$2,379	14	10	100%	0%	50
SHOP & FIELD EQUIPMENT (C)												
1 Tool Set	2017	\$478	C	\$478	10	0	\$478	-10	10	100%	0%	50
1 New Radio System	1991	\$1,185	H	\$1,185	10	28	\$2,062	-18	5	100%	0%	50
1 Steam Cleaner (Pressure Washer)	1991	\$315	H	\$315	10	26	\$481	-18	5	100%	0%	50
1 Welder	1997	\$249	H	\$249	10	26	\$418	-16	5	100%	0%	50
1 Backhoe	1991	\$4,311	H	\$4,311	20	26	\$7,548	-8	5	75%	25%	\$1,167
1 Dump Truck	1991	\$4,383	H	\$4,383	20	26	\$7,534	-8	5	75%	25%	\$1,134
1 18-wheel Trailer	1992	\$788	H	\$788	15	2	\$1,290	-10	5	100%	0%	50
1 Door	1996	\$2,249	H	\$2,249	20	2	\$3,409	-1	5	100%	0%	50
1 Mini Excavator	2000	\$3,712	H	\$3,712	20	1	\$3,187	3	5	100%	0%	\$1,071
1 IR Portable Air Compressor	2003	\$1,204	H	\$1,204	20	14	\$1,568	-6	7	100%	0%	50
1 2008 Chevy Truck 3500 1 ton Dump Truck	2008	\$4,325	H	\$4,325	15	8	\$5,228	-6	5	100%	0%	\$1,077
1 Clark Equip. excavator	2010	\$3,890	H	\$3,890	20	7	\$4,480	-13	14	100%	0%	\$376
1 Michels	2014	\$1,101	H	\$1,101	20	3	\$1,189	-17	18	100%	0%	50
1 Ditch Witch F300 Vnc. Trailer	2015	\$5,081	H	\$5,081	20	2	\$4,289	18	19	75%	25%	\$271
1 Reverser Small Compressor	2016	\$676	H	\$676	20	2	\$660	19	20	100%	0%	50



NEW BUSINESS
ITEM 8.D.

ATTACHMENT 2
RESOLUTION 2019-14

RESOLUTION NO. 2019-14
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
FREEZING TREATED AND WATER IRRIGATION RATES AT THE 2018 RATES
UNTIL THE END OF THE DECEMBER 2019 BILLING PERIOD

WHEREAS, Georgetown Divide Public Utility District ("District") provides irrigation and treated water services to residents and businesses of the District; and

WHEREAS, in December 2017, the District completed a roughly 15-month process to update its treated and irrigation water rates; and

WHEREAS, that process resulted in a Water Financial Analysis (aka Water Rate Study), dated October 24, 2017, prepared by Rural Community Assistance Corporation (RCAC) that established various **proposed** rates; and

WHEREAS, on December 12, 2017, pursuant to Proposition 218 (Cal. Const., Art. XIID, Sec. 6) the District Board heard and considered all oral testimony, written materials, and written protests concerning the rate increase; verified and counted the protests and determined that the District may proceed with the proposed water rates; and

WHEREAS, the Board then adopted Resolution 2017-30 Adopting New Rates for Treated Water and Irrigation Water Services; and

WHEREAS, those rates were set to increase effective with the January/February 2019 billing period; and

WHEREAS, at the January 8, 2019 meeting the Board acted by motion to "temporarily freeze the rate increases for no more than 12 months;" and

WHEREAS, Board determinations regarding District rates should be made by resolution or ordinance; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT HEREBY RESOLVES THE FOLLOWING:

1. Effective with the January/February 2019 billing period, the monthly charges (billed bi-monthly) for treated water customers are established as follows:

Meter Size	Monthly Base Charge
5/8, 3/4, 1"	\$ 29.41
1.5"	\$ 98.02
2"	\$ 156.83
3"	\$ 313.66
4"	\$ 490.09

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the above listed base charge for all treated water customers.

- Effective with the January/February 2019 billing period, the usage rate for treated water customers will be \$0.0255 per cubic foot.
- Effective with the January/February 2019 billing period, the monthly charges for irrigation water customers are established as follows:

Meter Size	Monthly Base Charge (Irrigation Season Only)
½"	\$ 77.00
Per each 1"	\$ 154.20

- The above listed rates will be effective through the November/December 2019 billing period.
- Effective with the January/February billing period for each following year, respectively, the monthly charges (billed bi-monthly) for treated water customers are established as follows:

Meter Size	Monthly Base Charge		
	2020	2021	2022
5/8, 3/4, 1"	\$ 30.88	\$ 32.42	\$ 34.04
1.5"	\$ 102.92	\$ 108.07	\$ 113.47
2"	\$ 164.67	\$ 172.91	\$ 181.55
3"	\$ 329.34	\$ 345.81	\$ 363.10
4"	\$ 514.60	\$ 540.33	\$ 567.34

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the above listed base charge for all treated water customers.

- Effective with the January/February billing period each following year, respectively, the usage rate for treated water customers are established as follows:

Usage Charge (per CF)		
2020	2021	2022
\$ 0.0268	\$ 0.0281	\$ 0.0295

- Effective with the January/February billing period each following year, respectively, the monthly charges for irrigation water customers are established as follows:

Meter Size	Monthly Base Charge (Irrigation Season Only)		
	2020	2021	2022
½"	\$ 84.80	\$ 93.20	\$ 102.60
Per each 1"	\$ 169.60	\$ 186.60	\$ 205.20

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

AYES: *Garcia, Halpin, Saunders, Souza*

NOES: *Wadle*

ABSENT/ABSTAIN:

Dane M Wadle

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

Attest:

Steven Palmer

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 2019-14 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this twelfth day of February 2019.

Steven Palmer

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



NEW BUSINESS

ITEM 8.D.

ATTACHMENT 3

RESOLUTION

RESOLUTION NO. 2020-
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
FREEZING TREATED AND WATER IRRIGATION RATES AT THE 2018 RATES
UNTIL THE END OF THE DECEMBER 2020 BILLING PERIOD

WHEREAS, Georgetown Divide Public Utility District (“District”) provides irrigation and treated water services to residents and businesses of the District; and

WHEREAS, in December 2017, the District completed a roughly 15-month process to update its treated and irrigation water rates; and

WHEREAS, that process resulted in a Water Financial Analysis (aka Water Rate Study), dated October 24, 2017, prepared by Rural Community Assistance Corporation (RCAC) that established various proposed rates; and

WHEREAS, on December 12, 2017, pursuant to Proposition 218 (Cal. Const., Art. XIII, Sec. 6) the District Board heard and considered all oral testimony, written materials, and written protests concerning the rate increase; verified and counted the protests and determined that the District may proceed with the proposed water rates; and

WHEREAS, the Board then adopted Resolution 2017-30 Adopting New Rates for Treated Water and Irrigation Water Services; and

WHEREAS, those rates were set to increase effective with the January/February 2019 billing period; and

WHEREAS, at the January 8, 2019 meeting the Board acted by motion to “temporarily freeze the rate increases for no more than 12 months;” and

WHEREAS, at the February 12, 2019 meeting the Board adopted Resolution 2019-14 which held the 2019 water rates at the 2018 water rates, and re-affirmed that water rates would increase effective with the January/February billing period each following year (2020, 2021, 2022); and

WHEREAS, at the December 10, 2019 meeting the Board directed the General Manager to analyze the impact of a rate freeze on District business and present it at the January 14, 2020 Board meeting; and

WHEREAS, the General Manager presented, and the Board reviewed that analysis at the January 14, 2020 Board meeting.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT HEREBY RESOLVES THE FOLLOWING:

1. Effective with the January/February 2020 billing period, the monthly charges

(billed bi-monthly) for treated water customers are established as follows:

Meter Size	Monthly Base Charge
5/8, 3/4, 1"	\$ 29.41
1.5"	\$ 98.02
2"	\$ 156.83
3"	\$ 313.66
4"	\$ 490.09

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the above listed base charge for all treated water customers.

- Effective with the January/February 2020 billing period, the usage rate for treated water customers will be \$0.0255 per cubic foot.
- Effective with the January/February 2020 billing period, the monthly charges for irrigation water customers are established as follows:

Meter Size	Monthly Base Charge (Irrigation Season Only)
1/2"	\$ 77.00
Per each 1"	\$ 154.20

- The above listed rates will be effective through the November/December 2020 billing period.
- Effective with the January/February billing period for each following year, respectively, the monthly charges (billed bi-monthly) for treated water customers are established as follows:

Meter Size	Monthly Base Charge	
	2021	2022
5/8, 3/4, 1"	\$ 30.88	\$ 32.42
1.5"	\$ 102.92	\$ 108.07
2"	\$ 164.67	\$ 172.91
3"	\$ 329.34	\$ 345.81
4"	\$ 514.60	\$ 540.33

An ALT treatment plant supplemental charge of \$15.08 per month is also added to the above listed base charge for all treated water customers.

- Effective with the January/February billing period each following year, respectively, the usage rate for treated water customers are established as follows:

Usage Charge (per CF)	
2021	2022
\$ 0.0268	\$ 0.0281

7. Effective with the January/February billing period each following year, respectively, the monthly charges for irrigation water customers are established as follows:

Meter Size	Monthly Base Charge (Irrigation Season Only)	
	2021	2022
½"	\$ 84.80	\$ 93.20
Per each 1"	\$ 169.60	\$ 186.60

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 January 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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 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 this fourteenth day of January 2020.

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



NEW BUSINESS

ITEM 8.E.

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



AGENDA SECTION: NEW BUSINESS

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR CAPITAL PROJECT MANAGEMENT WITH COASTLAND INC. FOR FIVE YEARS FOR AN AMOUNT NOT TO EXCEED \$402,909

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

The District does not employ a dedicated engineer or project manager. The position is shown on the General Manager's recommended organizational chart. Instead of hiring a direct employee, the Board has directed the General Manager to provide these services through contract staff.

Several capital improvement projects are planned for Fiscal Year 2019/2020 and are included in the Board adopted Five Year Capital Improvement Plan. Completion of these Projects support Fiscal Year 2018/2019 Board of Directors Goal B – "Address Immediate Infrastructure Needs and Begin Long Term Planning," Objective B-1 – "Repair/Replace a few key facilities that are prone to failure." Completion of these projects require a dedicated project manager.

DISCUSSION

A Request for Proposal (RFP) to select a consulting firm to provide Capital Project Management was issued on August 13, 2019 (Attachment 1). In issuing the RFP and selecting a consultant, District Staff followed the professional services procurement policy that was adopted on February 13, 2018 and complied with California Government Code Section 4527.

The RFP was written for a Consultant to provide professional project management services to manage various capital improvement projects in GDPUD's five-year capital improvement plan (CIP). In general, the scope consists of all work required to successfully manage various capital improvement projects in the CIP from preliminary engineering and environmental through construction. This includes preparing and ensuring compliance with detailed project scopes, schedules, and budgets. Activities include all tasks required to deliver a completed capital improvement project, including preparing requests for proposals for engineering design and other professional services, issuing the construction bid documents, and managing the construction bid process.

The agreement will be for a five-year term with projects assigned annually by the General Manager. The following projects from the CIP are anticipated to be assigned to the Consultant in calendar years 2019 and 2020 (see Attachment 2):

1. Upcountry Ditch Rehabilitation
2. Water Storage Tank Recoating
4. Main Canal Lining
5. Automated Meter Replacement
6. Replace Pump Station
7. Demolition of Old Auburn Lake Trails Water Treatment Plant

A typical scope is anticipated to include the following tasks for each capital improvement project:

- Task 1: Project Management and Coordination
- Task 2: Preliminary Engineering and Environmental
- Task 3: Final Bid Phase and Bid Phase Support
- Task 4: Construction Support Services

Two (2) proposals were received on September 12, 2019. Proposals were received from Coastland and Ponticello Enterprises.

The District General Manager, and Engineering Consultant George Sanders reviewed the proposals for criteria listed in the RFP, interviewed the two firms, and ranked Coastland as the top proposer. The General Manager then opened and reviewed Coastland's rate schedule and concluded that they are appropriate for the scope of work.

A Professional Services Agreement was then prepared using a total amount for five years based on the currently adopted Five Year Capital Improvement Plan.

Coastland has signed the Professional Services Agreement included as Attachment 2, and Staff recommends Board approval.

FISCAL IMPACT

This work and the expenditure associated with this agreement were included in the adopted Five-Year Capital Improvement Plan and the Fiscal Year 2019/2020 budget. The Project budgets include an allowance for contract project management. For Fiscal Year 2019/2020, the budget included \$53,900 for this work, and a purchase order will be issued to Coastland for this amount for Fiscal Year 2019/2020. A new purchase order will be issued each subsequent fiscal year in order to fund the work planned for that fiscal year. The total of all purchase orders will not exceed the total agreement amount of \$402,909 without Board approval of an amendment of the agreement.

CEQA ASSESSMENT

CEQA Assessments for these Projects have not yet been performed. CEQA Assessments will be performed separately.

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 a Professional Services Agreement (Attachment 2) with Coastland for an amount not to exceed \$402,909 for Capital Project Management.

ALTERNATIVES

The Board may reject the staff recommendation and provide direction to the General Manager on other options to provide capital project management services.

ATTACHMENTS

1. Request for Proposals
2. Professional Services Agreement
3. Resolution

ATTACHMENT 1
Request for Proposal



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REQUEST FOR PROPOSAL

Capital Project Management

Responders to this Request for Proposals (RFP) must deliver one signed original, two (2) copies, and one electronic copy of the proposal.

Proposal Submission Deadline (date/time): September 12, 2019 at 3:00pm

**Submit Proposal to: Georgetown Divide Public Utility District Office
6425 Main Street
Georgetown, CA 95634**

REGISTERING YOUR EMAIL ADDRESS

FOR QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL:

Potential respondents who want to receive changes, additions, and deletions to the RFP, as well as a copy of all the questions and responses by the Georgetown Divide Public Utility District, should register online by following the link on the GDPUD website. The link to open RFPs is at the following website: http://gd-pud.org/#Bids_&_Proposals

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1. INTRODUCTION	3
1.1 General Description of RFP	
1.2 RFP Schedule	
1.3 General Selection Process	
2. SCOPE OF SERVICES	4
3. RFP SUBMITTAL REQUIREMENTS	6
4. SELECTION PROCESS AND EVALUATION CATEGORIES	9
4.1 Selection Criteria	
5. GENERAL TERMS AND CONDITIONS	10
5.1 Limitation	
5.2 Public Records	
5.3 Contract Agreement	
6. QUESTIONS	10
<u>ATTACHMENTS</u>	
A. Sample Professional Services Agreement	
B. Five Year Capital Improvement Plan	

REQUEST FOR PROPOSAL Capital Project Management

SECTION 1 — INTRODUCTION

The Georgetown Divide Public Utility District (GDPUD) is soliciting proposals from Consultants to provide professional services to manage various capital improvement projects in GDPUD's five-year capital improvement plan (CIP). In general, the work will consist of all work required to successfully manage various capital improvement projects in the CIP from preliminary engineering and environmental through construction. The agreement will be for a five-year term with projects assigned annually by the General Manager.

GDPUD will use a "Qualifications Based Selection" process in determining which Consultant to be selected for the contract. The process will include an evaluation and ranking of Consultants based on set evaluation criteria. Top ranking Consultants may be asked to participate in an oral interview.

GDPUD will open and review the proposal of the top ranked consultant. If for any reason an acceptable contract cannot be negotiated with the top ranked consultant, negotiations will commence with the next-ranked firm.

GDPUD reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Proposals submitted will be evaluated by individuals from GDPUD and/or outside agencies. During the evaluation process, GDPUD reserves the right, where it may serve GDPUD's best interest, to request additional information from proposers, or to allow corrections of errors or omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between GDPUD and the firm selected. GDPUD reserves the right, without prejudice, to reject any or all proposals

1.1 General Description of RFP

This RFP describes the general Scope of Services, necessary RFP components, consultant selection process, and required format of the RFP, as well as a sample copy of GDPUD's Professional Services Agreement.

1.2 RFP Schedule

Advertisement of RFP	August 12, 2019
Deadline for Questions	August 30, 2019
Response to Questions	September 5, 2019
Deadline for RFP Submittal	No later than 3:00 PM, September 12, 2019
Final Consultant Selection	Anticipated October 8, 2019

1.3 General Selection Process

GDPUD intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. GDPUD will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team
- Project Understanding and Innovation
- Work Plan / Scope of Work
- Project Schedule
- Similar Experience / References

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

SECTION 2 — SCOPE OF SERVICES

The Consultant shall provide professional project management services to manage various capital improvement projects in GDPUD's five-year capital improvement plan (CIP). In general, the work will consist of all work required to successfully manage various capital improvement projects in the CIP from preliminary engineering and environmental through construction. Scope of services will include preparing and ensuring compliance with detailed project scopes, schedules, and budgets. Activities will include all tasks required to deliver a completed capital improvement project, including preparing requests for proposals for engineering design and other professional services, issuing the construction bid documents, and managing the construction bid process.

The agreement will be for a five-year term with projects assigned annually by the General Manager. For the purposes of this RFP, Consultants shall assume the following projects from the CIP to be completed in calendar years 2019 and 2020 (see Attachment 2):

1. Upcountry Ditch Rehabilitation
2. Water Storage Tank Recoating
3. Treated Water Line Replacement – *Currently bidding*
4. Main Canal Lining – *Out to bid on August 14, 2019*
5. Automated Meter Replacement
6. Replace Pump Station
7. Demolition of Old Auburn Lake Trails Water Treatment Plant

A typical scope is anticipated to include the following tasks for each capital improvement project:

Task 1: Project Management and Coordination

The consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project. The consultant shall deliver a high quality product within budget and on schedule. The consultant shall meet weekly with GDPUD to discuss the project, present options, review alternatives, etc. These meetings may be either in phone or in person. GDPUD will provide desk space and computer equipment at the GDPUD office which will be available to the consultant during GDPUD business hours. The consultant shall provide monthly schedule updates in conjunction with submittals of invoices.

Deliverables:

- Project Schedule and updates
- Meeting agendas and minutes for all design and coordination meetings

Task 2: Preliminary Engineering and Environmental

The consultant shall be responsible for refining the scope of each capital improvement project, preparing the RFPs for engineering design services, managing the engineering design services selection process to select an engineering design firm. The consultant shall be responsible for managing the engineering design firm through final design and preparation of bid documents. All design documents shall be prepared in preliminary and final draft stages for GDPUD review, and shall incorporate any comments made during the preliminary document review. The consultant shall be responsible for assembling the design documents into bid documents and managing the construction bid process.

The consultant shall be responsible for managing the preparation, submittal, and acquisition of all required permits and environmental review documentation required by State, local, and jurisdictional agencies needed to ensure this project is cleared for construction. The consultant shall ensure preparation of all appropriate California Environmental Quality Act (CEQA) documents and any associated technical studies that are required to clear the project for construction. If detailed environmental work is required, the consultant shall prepare the required RFP and manage the selection process. The consultant shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction. All environmental documents shall be prepared in preliminary and final draft stages for GDPUD review and shall incorporate any comments made during the preliminary document review.

Task 4: Final Bid Phase and Bid Phase Support

The consultant shall attend the pre-bid meeting (if deemed necessary by GDPUD) and respond to questions concerning the plans, specifications, and estimates prior to bid opening and prepare contract addenda, if required. The consultant shall review construction bids received and make a recommendation to GDPUD for award of construction contract. Consultant will prepare the staff report for award of the construction contract by the Board of Directors.

Deliverables:

- Prepare contract **addenda**, if required, for distribution by GDPUD, including answers to **bidder's** questions
- Prepare staff report for the award of the construction contract by Board of Directors

Task 5: Construction Support Services

The consultant shall attend regularly scheduled construction **meetings**, including the preconstruction meeting, to respond to questions concerning the plans, specifications and estimates. For cost **estimation**, weekly meetings may be assumed. These meetings will be **independent** of those discussed under separate tasks identified elsewhere in this RFP. The consultant shall be available to be called to the site in response to questions arising from the progress of the work. The consultant shall review all material submittals and shop drawings as required by the Special Provisions. The consultant shall respond to Request for Information (RFIs) from the contractor when called for by GDPUD and prepare modifications or revisions that are related to the project's original scope and character. GDPUD shall not be billed for nor shall they pay for any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents due to negligence or lack of attention to detail stemming from poor **design** or field work. The consultant shall assist GDPUD in preparation of **contract change orders**, if necessary. The consultant shall participate in the final walk through of the constructed project and assist in the **preparation** of "punch list" items in need of work. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer.

Deliverables:

- Attend weekly meetings during construction, which includes the pre-con meeting with contractor
- Response to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions that are related to the project original scope and character
- Review contract change orders

SECTION 3 — RFP SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist proposers in the preparation of their proposal and to simplify the review process for GDPUD. One signed **original**, **two (2) copies**, and one electronic copy of the proposal must be received and date stamped by GDPUD no later than **September 12, 2019 at 3:00 PM**. If a proposal is sent by mail or other delivery system, the sender is totally responsible for the mail or delivery system delivering the proposal to GDPUD on or before the deadline.

Proposals shall be clearly marked "Request for Proposals for Capital Improvement Project Management," and submitted to:

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

Note: Late submittals or submittals delivered to the wrong location will be rejected.

GDPUD requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFP. The proposal must be signed by proposer's representative authorized to execute a contract between GDPUD and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

A. Cover Letter

- List the name, address, and telephone number of the firm.
- Signed by an authorized representative of the consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant. The form could be a Corporate Resolution.
- State the proposal is firm for a 90-day period from the proposal submission deadline.
- Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to GDPUD.
- Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional service agreement.

B. Project Team Information

Consultant must provide the names and positions of all staff proposed including staff for proposed sub-consultants. The proposal should also designate who will be the project manager in charge of the project, and who will be GDPUD's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Consultant's staff.

C. Project Understanding and Innovation

Include visions or concepts for performing the services.

D. Work Plan / Scope of Work

Include a work plan/scope of work meeting the minimum requirements of the projects listed in the Scope of Services. Consultant is encouraged to modify or **expand** the minimum Scope of Services if they believe it is necessary to achieve the goals.

E. Project Schedule

Schedule **needs** to be adequate and reasonable to ensure timely completion of the tasks listed in the Work Plan / Scope of Work. Emphasis should be placed on realistic timelines.

F. Sub-consultant & Work by Others

Identify any and all sub-consultant proposed to serve on the project, with background information for each and particular experience of key personnel, including project descriptions and resumes.

This section should describe all work not **included** in the proposal. Any work that is needed to complete the project that is not listed in the "Work Done by Others" will be considered part of the work provided by the Consultant and included in the proposal. Please include a list of tasks which the Consultant expects GDPUD staff to perform, information the Consultant expects GDPUD to provide, and an estimated amount of GDPUD staff time required for each task of the scope of work.

G. Relevant Experience and References

The Consultant must state the qualifications and experience of the proposed team, **emphasizing** the specific qualifications and experience acquired while providing services similar to those being sought by GDPUD, **particularly** for the Project Manager and other key project staff members assigned to the project. Except under **circumstances** beyond the Consultant's control, GDPUD will not accept **substitutions** of key members of the team put forth as part of the **winning** proposal.

For all staff members, describe their role giving not only their title but also the specific services they will perform and illustrate clearly the applicability of the individual's **background**, education, and experience to his or her assigned role.

Provide a brief **description** of at least three similar projects for which the Consultant has provided services during the **past five years**. For all referenced projects list the:

- Client (contact person, address and phone number)
- Project description and location
- Description of services by Consultant
- Total value of services provided by Consultant
- **Consultant's** project manager
- Key personnel involved
- Sub consultant **employed**

H. Rate Schedule

A rate schedule (one copy) for engineering services must be submitted in a separately sealed envelope marked "Rate Schedule" and will be the basis for which the Consultant will be compensated. The rates quoted will remain in effect for the duration of the Agreement, unless approved by GDPUD. Rates shall be included for all employment categories necessary to perform the work outlined in this RFP.

Failure to provide a fee schedule in a separately sealed envelope can be grounds for GDPUD, at its sole discretion, to determine the submittal to be non-responsive and the proposal may be rejected.

SECTION 4 — SELECTION PROCESS AND EVALUATION CATEGORIES

Proposals submitted will be evaluated by individuals from GDPUD and/or outside agencies. During the evaluation process, GDPUD reserves the right, where it may serve GDPUD's best interest, to request additional information from proposers, or to allow corrections of errors or omissions.

4.1 Selection Criteria

GDPUD intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. GDPUD will review all proposals and evaluate them according to the following criteria:

- Qualifications of team
- Project Understanding and Innovation
- Similar Experience / References
- Work Plan / Scope of Work
- Project Schedule

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

SECTION 5 — GENERAL TERMS AND CONDITIONS

5.1 Limitation

This RFP does not commit GDPUD to award a contract, to pay any cost incurred in the preparation of the Consultant's RFP response, or to procure or contract for services or supplies. GDPUD is not responsible for proposals that are delinquent, lost, mismarked, and sent to an address other than that given above, or sent by mail or courier service. GDPUD reserves the right to accept or reject any or all RFP responses received because of this request or to cancel all or part of this RFP.

5.2 Public Records

All proposals shall become the property of GDPUD and will become public records and, as such, may be subject to public review.

5.3 Contract Agreement

Once a proposed contract agreement is accepted, the Consultant will be required to sign the Agreement for Consultant Services and submit all other required certifications and documentation within ten (10) calendar days of the Notice of Selection from GDPUD.

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. Failure of the Consultant to agree to include the proposal as part of the contractual agreement will result in the cancellation of the award. GDPUD reserves the right to reject those parts that do not meet with the approval of GDPUD, or to modify the Scope of Services, as agreed by Consultant, in the final negotiated contract.

A sample agreement that will be used for this contract is included as Attachment A. GDPUD will require the selected Consultant to provide the indemnification and insurance required per the attached sample agreement. Consultant is advised to pay close attention to the indemnification and insurance requirements. Execution of an agreement does not guarantee Consultant will receive any assignments. Assignment of work under this Agreement will be by task order as approved by the General Manager.

SECTION 6 — QUESTIONS

If you have any questions regarding this RFP, prior to August 30, 2019, please email:

Steven Palmer, General Manager
Email: spalmer@gd-pud.org

ATTACHMENT A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 201__, (the "Effective Date") by and between the Georgetown Divide Public Utilities District, a California Public Utilities District ("District"), and _____ ("Consultant"). District and Consultant may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

- A. District has determined that consultant services are required for _____ (the "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 _____, 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 for five years, 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 _____ 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:
Attention:

20. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: _____
Steven V. Palmer, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: _____

Name: _____

Date: _____

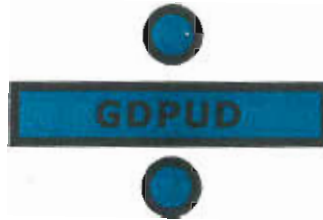
EXHIBIT A

Services

EXHIBIT B

Rates

ATTACHMENT B



CAPITAL IMPROVEMENT PLAN 2019/2020 TO 2023/2024

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ADOPTED

June 4, 2019

TABLE OF CONTENTS

I. Introduction..... 2
ii. Infrastructure 2
iii. Funding Sources 3
IV. Project Summary 6
APPENDIX A - Project Descriptions

ADOPTED

I. Introduction

Georgetown Divide Public Utility District's (District) five-year Capital Improvement Plan (CIP) is a multi-year planning instrument to guide the construction of new facilities/infrastructure; and for the expansion, rehabilitation or replacement of existing District assets. The five-year CIP is developed by Staff and adopted by the Board of Directors, then becomes the guiding document for the prioritization of projects.

The information included in the CIP is based on the current information available and updated regularly to reflect changing priorities, funding availability and project completion. A new five-year CIP will be submitted to the Board annually with recommended adjustments to project budgets, funding sources, descriptions, and/or schedules. Inclusion of a project in the CIP does not commit the District to specific expenditures or appropriations for any particular project.

The CIP includes all projects and programs expected to be undertaken during the next five fiscal years. Specific projects and related schedules are selected based upon:

- Availability of funding
- Minimizing disruptions associated with construction activity
- Board direction

Approximately \$8.6 million in CIP programs and projects over the next five years have been identified.

II. Infrastructure

District infrastructure includes the water and wastewater physical structures, systems, and facilities needed to provide services to customers and for the functioning of a community and its economy. Infrastructure impacts public health, safety, and the quality of life for District customers and residents. Decisions made regarding infrastructure projects are very important because they are generally large and expensive, and the assets created will require decades of public use.

The District is responsible for maintaining the following infrastructure:

- Over 70 miles of canals
- Over 200 miles of water pipeline
- Two (2) water treatment plants
- Ten (10) water storage tanks
- Five (5) pumping stations
- Three (3) reservoirs
- Two (2) State regulated dams
- Two (2) miles of sewer pipelines
- Five (5) community wastewater disposal fields
- Corporation yard and office building

Providing ongoing maintenance and repair, such as repairing or replacing water and wastewater piping, is vital for maintaining the condition of assets. When maintenance and repair is not fully funded, deferred maintenance and capital improvement costs increase significantly. The District has not fully funded maintenance and repair due to tight budgetary constraints and competing priorities for several years. As a result the District now has a multi-million dollar backlog in deferred maintenance of water treatment and distribution system, wastewater collection and disposal system, and District buildings and facilities. Without adequate investment, these deferred maintenance costs will increase significantly over time.

Compounding the problem, as assets continue to deteriorate, the cost of repair exponentially increases and can result in peripheral damage. For example, deferring roof replacement could later result in needing to replace the roof structural members, walls, and floor of a building.

III. Funding Sources

The Five-Year CIP is funded by various unrestricted and restricted funds. Unrestricted funds are free from external restrictions and can be used for any purpose, as directed by the Board. For example, the District's General Fund is an unrestricted fund. The General Fund is primarily made up of funding from water sales, and property tax revenue. Restricted funds are legally required to be used for a specific purpose. For example, ALT Zone Funds can only be used to fund activities within the wastewater zone. Other examples of restricted funding sources include local, state, and federal grants and loans; and capital facility charges. A detailed description of the various funding sources is presented in the following table.

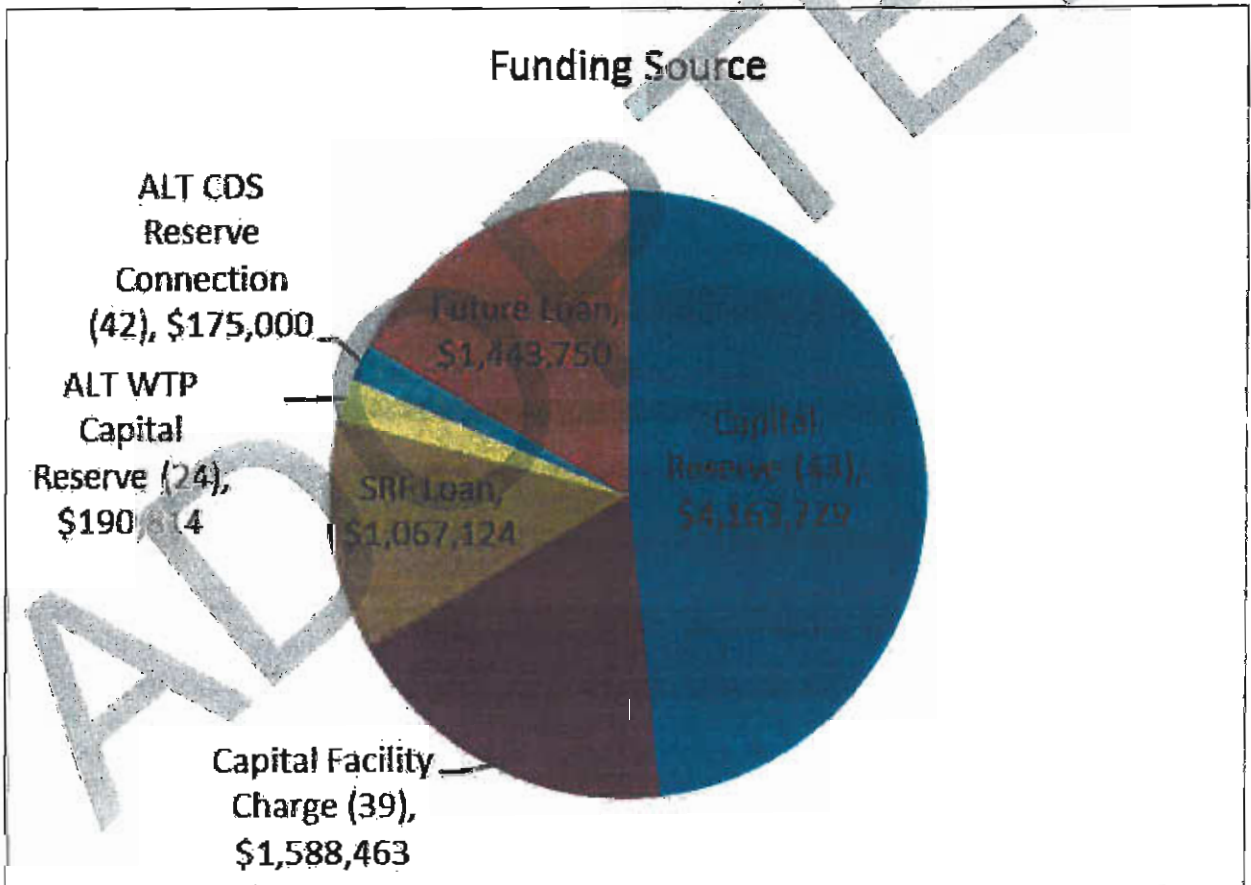
Funding Source	Description and Restrictions
Capital Reserve	Description: These are funds set aside at Board direction to fund capital improvements to the water system. The original source of these funds is water sales, property tax, and other General Fund revenues.
	Restrictions: These funds are not legally restricted, however they have been designated by the Board to be used to fund capital improvements to the water system.
ALT WTP Capital Reserve	Description: These are funds set aside at Board direction to fund construction of the new ALT Water Treatment Plant. The original source of these funds is water sales, property tax, and other General Fund revenues.
	Restrictions: These funds are not legally restricted, however they have been designated by the Board to be used to fund construction of the new ALT Water Treatment Plant.

Funding Source	Description and Restrictions
Grant and Loan Funding	<p>Description:</p> <p>Some projects are entirely or partially funded by grants, reimbursements, or loans from the State and federal government, as well as other agencies.</p>
	<p>Restrictions:</p> <p>Funding restrictions related to grant and loan funding can vary greatly, and each grant will have specific project restrictions related to the funding source.</p>
Capital Facility Charge	<p>Description:</p> <p>In 2005, the District retained Stantec to prepare a Capital Facility Charge Study, analyzing the impact of development on certain capital facilities and to calculate impact fees based on that analysis. The methods used to calculate impact fees in the study were intended to satisfy all legal requirements.</p>
	<p>Restrictions:</p> <p>By Law impact fees can only be collected to cover the impact of new development on existing infrastructure. Impact fees cannot be used to correct "existing deficiencies". This fund is used to accumulate funds from new or proposed development to pay for Water System Capital Improvements needed to support new development.</p>
ALT CDS Reserve	<p>Description:</p> <p>These funds are collected from properties within the wastewater zone at Auburn Lake Trails subdivision that are connected to the community disposal system (CDS).</p>
	<p>Restrictions:</p> <p>Funds collected in this fund can only be used to inspect, monitor, operate, and maintain the wastewater collection and disposal system.</p>

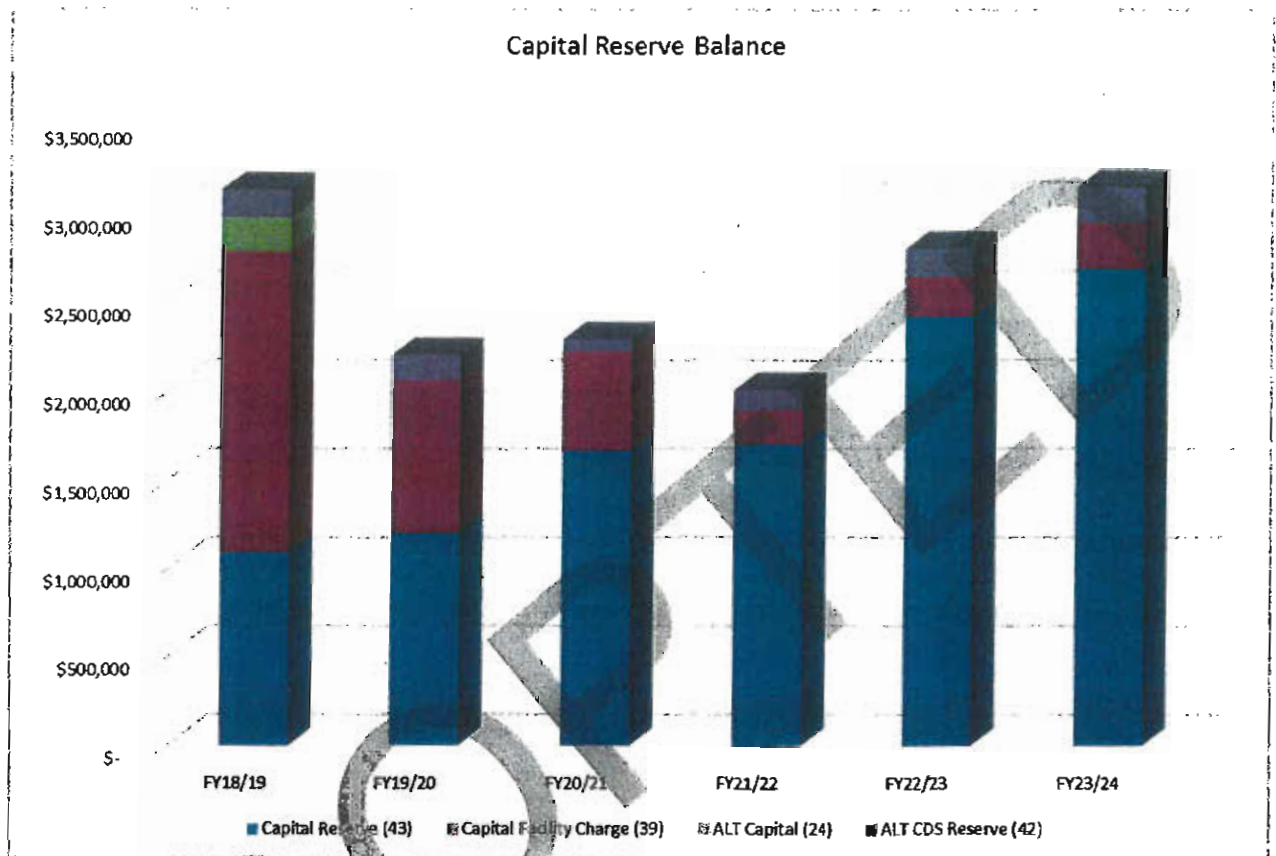
The CIP includes projects that support the treatment and delivery of water throughout the District, upgrading infrastructure and improvements to existing water system; as well as collection and disposal of wastewater within the Auburn Lake Trails subdivision. The District complies with all applicable local, state and federal regulations related to water and wastewater. Funding for water projects is from water rates, property taxes bonds, grants, and development impact fees. Funding for wastewater projects is from fees collected from properties within the wastewater zone at Auburn Lake Trails subdivision. The table below summarizes the funding source for projects by fiscal year.

Fund	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	TOTAL 2019-2024
Capital Reserve	\$1,386,435	\$558,337	\$1,021,685	\$372,550	\$824,722	\$4,163,729
Capital Facility Charge	\$ 862,500	\$329,213	\$396,750	\$0	\$0	\$1,588,463
ALT WTP Capital Reserve	\$ 190,814	\$0	\$0	\$0	\$0	\$ 190,814
SRF Loan	\$1,067,124	\$0	\$0	\$0	\$0	\$1,067,124
Future Loan	\$1,443,750	\$0	\$0	\$0	\$0	\$1,443,750
ALT CDS Reserve	\$ 55,000	\$ 120,000	\$0	\$0	\$0	\$ 175,000
Total	\$5,009,123	\$1,007,550	\$1,418,435	\$372,550	\$824,722	\$8,632,380

The following chart illustrates funding sources for all five fiscal years in the CIP.



The last chart depicts end of year fund balance projections for capital reserve funds. These are based on Fiscal Year 2018/2019 end of year projected fund balances, and the spending plan as outlined in this CIP.



IV. Project Summary

Capital improvement projects programmed in the 2019/2020 to 2023/2024 Capital Improvement Plan are listed below. A project is only listed if there is funding programmed during Fiscal Year 2019/20 through Fiscal Year 2023/24. Detailed project costs estimates with expenditure plans for each project listed below are included in Appendix A.

Project	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	TOTAL 2019-2024
Upcountry Ditch Rehabilitation	\$ 138,000	\$ 526,500	\$526,500	--	--	\$ 1,191,000
ALT WTP	\$1,257,938	--	--	--	--	\$ 1,257,938
Reservoir & Stream Gauging	\$ 208,460	--	--	--	--	\$ 208,460
Office and Corp Yard Building Roof Repairs	\$ 15,000	--	--	--	--	\$ 30,000
Annual Tank Recoating	\$ 230,000	\$ 261,050	\$ 266,800	\$ 272,550	\$ 278,300	\$ 1,308,700
Repair Safety Walkways	\$ 10,000	--	--	--	--	\$ 10,000
Treated Water Line Replacement	\$ 379,500	--	\$ 396,750	--	\$ 412,850	\$ 1,189,100
2018 Main Canal Reliability	\$ 345,000	--	--	--	--	\$ 345,000
North Fork American River Pumping Plant Evaluation	--	\$ 100,000	--	--	--	\$ 100,000
Meter Replacement	\$1,925,000	--	--	--	--	\$1,925,000
Annual Canal Lining	--	--	\$ 100,000	\$ 100,000	--	\$ 200,000
Old ALT WTP Demolition	\$ 75,000	--	--	--	--	\$ 75,000
Replace Pump Stations	\$ 123,400	--	\$ 128,385	--	\$ 133,572	\$ 385,357
Rehabilitate District Parking Lots	\$ 121,325	--	--	--	--	\$ 121,325
Install Backup Generator	\$ 22,000	--	--	--	--	\$ 22,000
Rebuild Filter at Walton Lake Treatment Plant	\$ 100,000	--	--	--	--	\$ 100,000
Engineering Evaluation of CDS Field	\$ 48,500	--	--	--	--	\$ 48,500
Manhole Sealing	\$ 10,000	--	--	--	--	\$ 10,000
Wastewater Lift Station Upgrade	--	\$ 120,000	--	--	--	\$ 120,000
Total	\$5,009,123	\$1,007,550	\$1,418,435	\$ 372,550	\$ 824,722	\$8,632,380

APPENDIX A

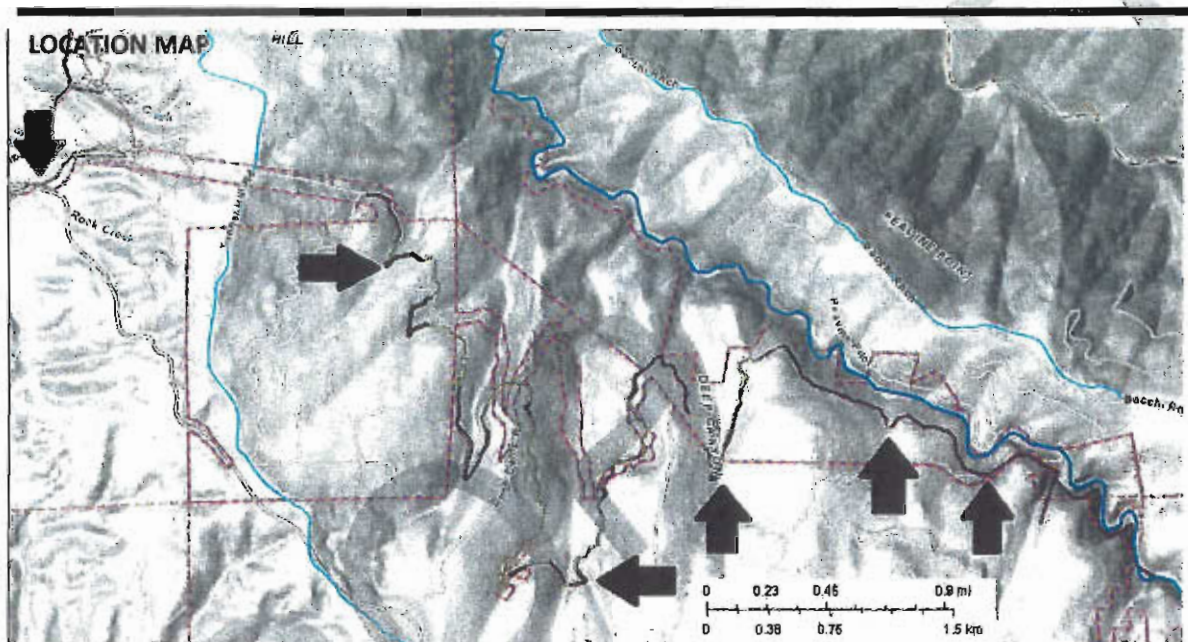
ADOPTED

PROJECT NAME: Reservoir and Stream Gauging

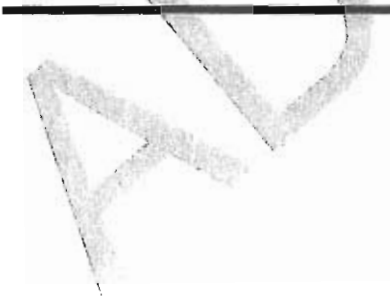
PROJECT NUMBER: 911

PROJECT DESCRIPTION:

This Project will install necessary gages located at direct diversions to comply with Senate Bill 88. The bill requires all water rights holders to measure and report use of diversions. This Project includes contracting development of engineering plans and construction.



PHOTOS



Project Name: Reservoir and Stream Gauging Improvements
Project Number: 911
Project Description: Improve gauging of direct diversions and storage as required by SB88
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)	26,500	208,460						234,960
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)								0
Unfunded								0
Total	26,500	208,460	0	0	0	0	0	234,960

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)	8,100	8,000						16,100
Environmental (7021)		41,650						41,650
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)	2,400	33,060						35,460
Construction Contract (7023)	16,000	125,750						141,750
Other CIP Costs (7025)								0
Other - TBD								0
Total	26,500	208,460	0	0	0	0	0	234,960

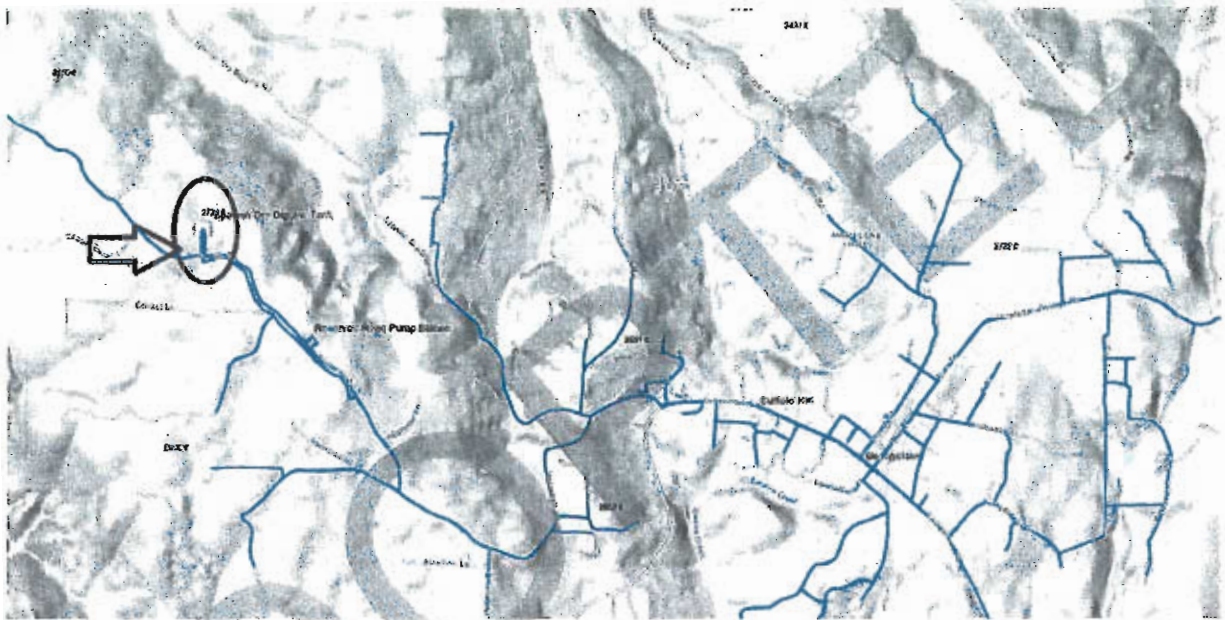
PROJECT NAME: Annual Tank Recoating

PROJECT NUMBER: 914

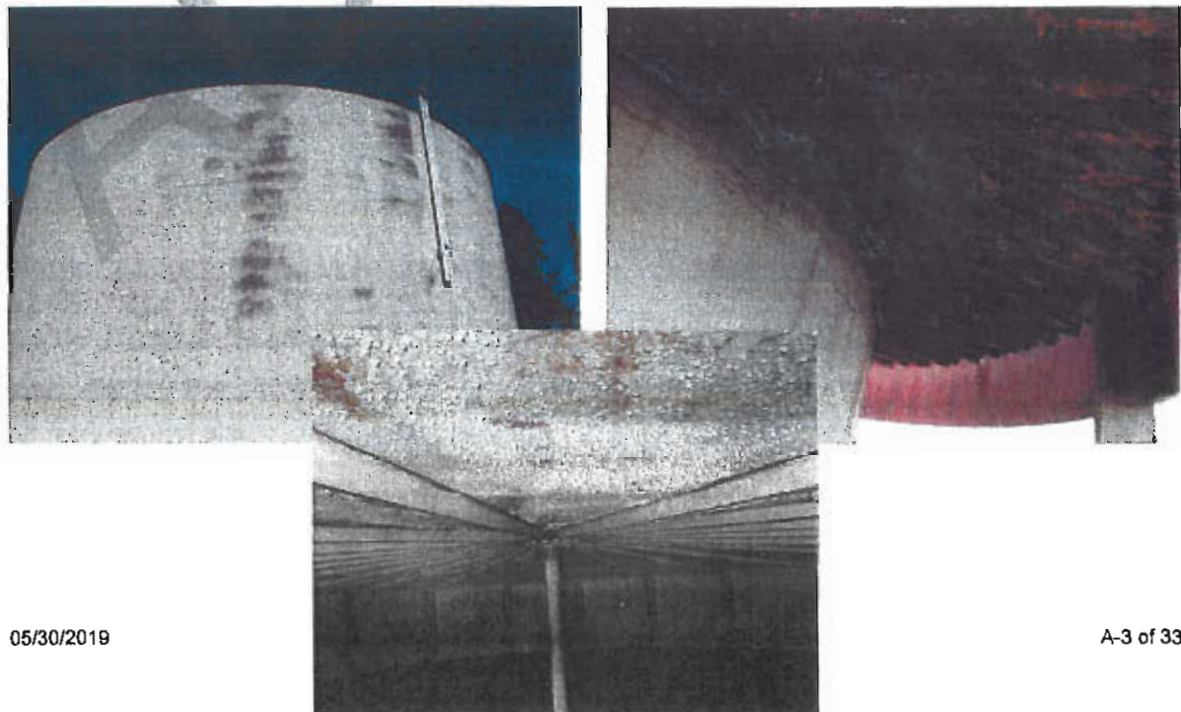
PROJECT DESCRIPTION:

This Project will recoat the interior and exterior of one of ten treated water storage tanks. For Fiscal Year 2019/2020, the District plans on recoating the Spanish Dry Diggins Tank. This is an important maintenance technique to prolong the life of a critical piece of District infrastructure

LOCATION MAP



PHOTOS



Project Name: Annual Tank Recoating
Project Number: 914
Project Description: Recoat interior and exterior of water storage tank
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		230,000	261,050	266,800	272,550	278,300		1,308,700
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	0	230,000	261,050	266,800	272,550	278,300	0	1,308,700

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		0	0	30,000	0	0		0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		30,000	30,000	31,000	32,000	33,000		156,000
Construction Contract (7023)		170,000	197,000	201,000	205,000	209,000		982,000
Other CIP Costs (7025)		30,000	34,050	34,800	35,550	36,300		170,700
Other - TBD								0
Total	0	230,000	261,050	266,800	272,550	278,300	0	1,308,700

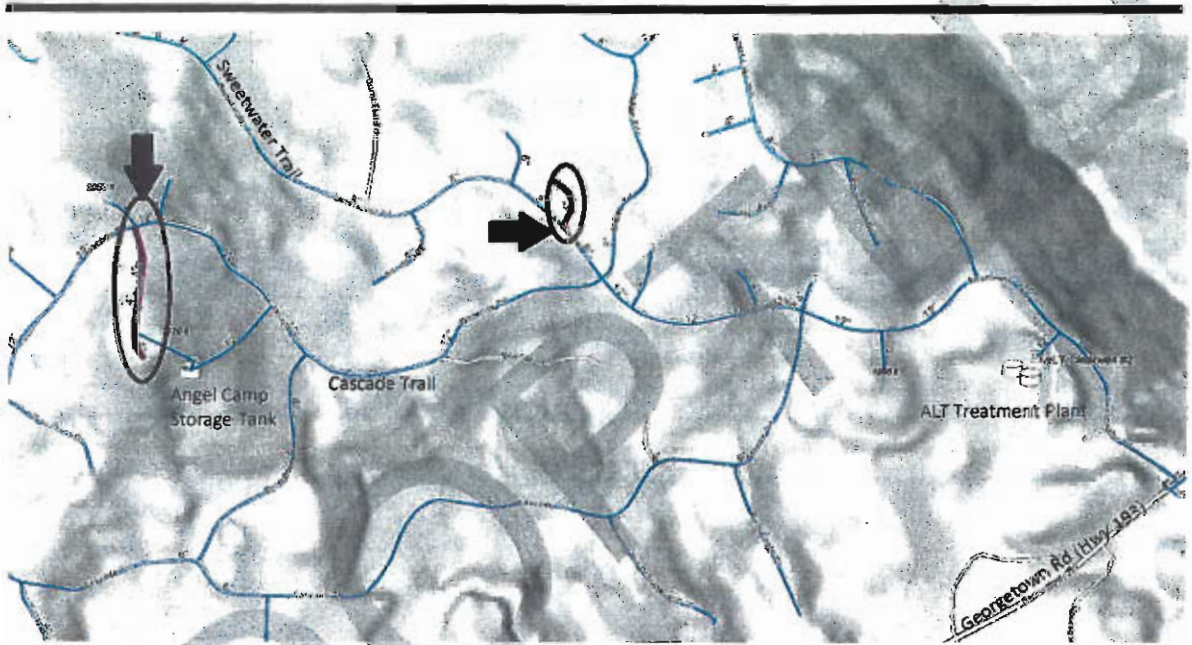
PROJECT NAME: 2018 Treated Water Line Replacement/Rehab

PROJECT NUMBER: 922

PROJECT DESCRIPTION:

This Project will replace and rehabilitate treated water lines in Kit Fox Court and Angel Camp Court (approximately 1,350 linear feet). These water lines have experienced a higher than expected rate of breakage. Staff has also determined that much of these water lines materials and bedding do not meet current engineering and construction standards.

LOCATION MAP



PHOTOS



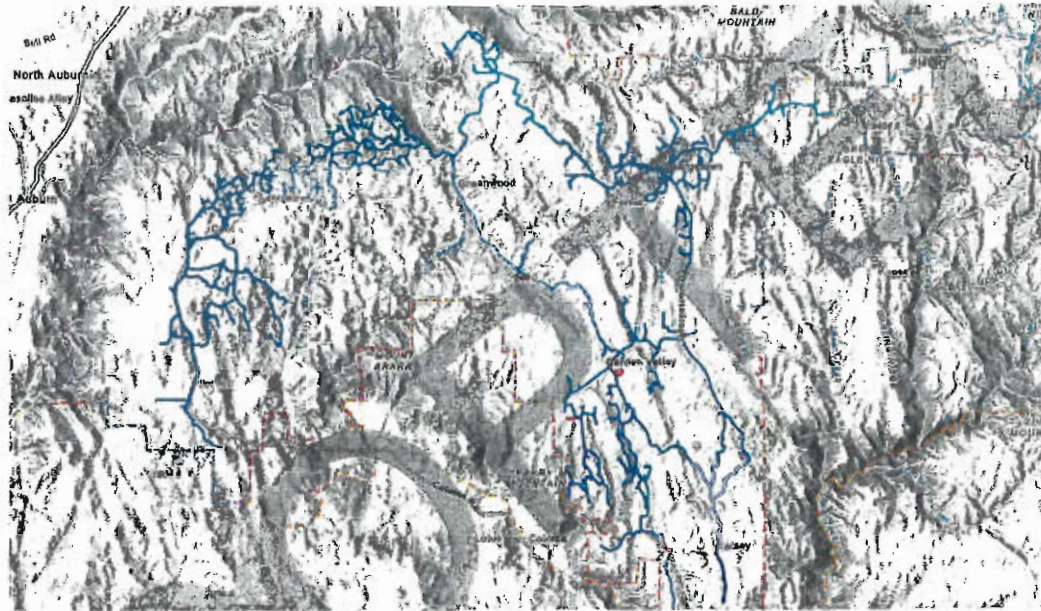
PROJECT NAME: Annual Treated Water Line Replacement/Rehab

PROJECT NUMBER: TBD

PROJECT DESCRIPTION:

This Project will annually replace or rehabilitate treated water lines. Water line selection will be based on recent failure rate, criticality of facility, pipe material, pipe age, and available funding. No water lines are planned for Fiscal Year 2019/2020.

LOCATION MAP



PHOTOS



Project Name: 2018 Treated Water Line Replacement/Rehab
Project Number: 922
Project Description: Prioritized replacement or rehabilitation of treated water lines
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)						412,850		412,850
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)		379,500		396,750				776,250
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)								0
Unfunded								0
Total	0	379,500	0	396,750	0	412,850	0	1,189,100

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		60,000		63,000		65,000		188,000
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		30,000		32,000		34,000		96,000
Construction Contract (7023)		240,000		250,000		260,000		750,000
Other CIP Costs (7025)		49,500		51,750		53,850		155,100
Other - TBD								0
Total	0	379,500	0	396,750	0	412,850	0	1,189,100

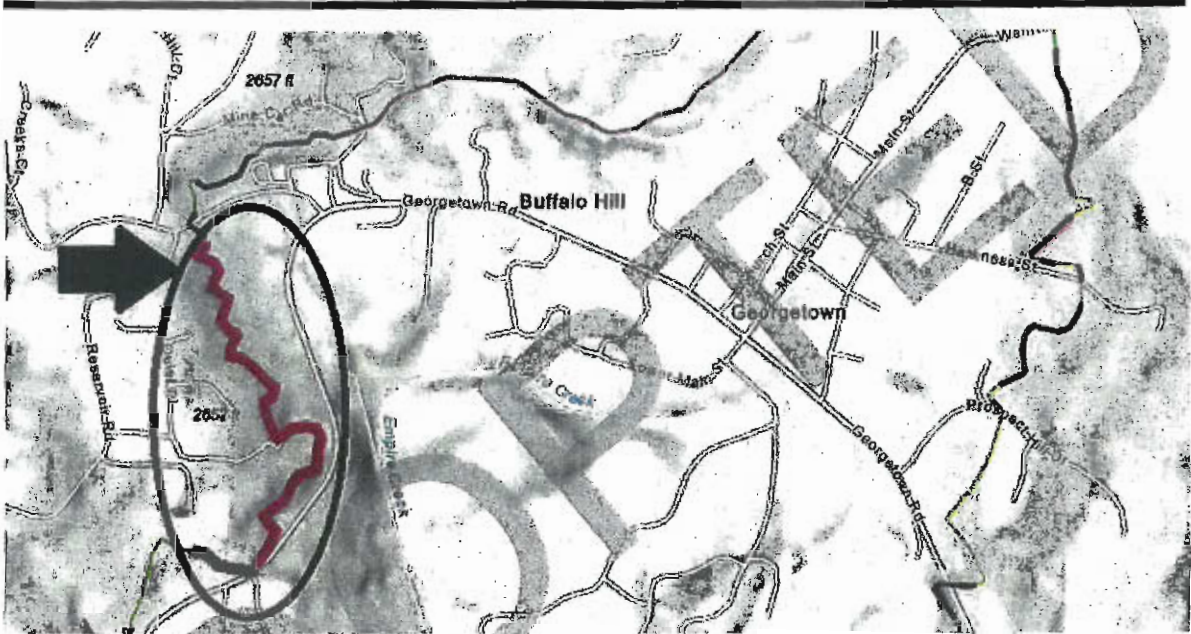
PROJECT NAME: 2018 Main Canal Reliability

PROJECT NUMBER: 924

PROJECT DESCRIPTION:

This Project will line a section of the Main Ditch identified as a priority segment in the 2002 Water System Reliability Study by KASL Engineering Consultants. This section of the Main Ditch delivers raw water to the Auburn Lake Trails Treatment Plant and irrigation water customers. It is an earthen canal that is prone to erosion and leakage. Anticipated improvement is to gunite or reinforce 2,500 linear feet of ditch between Spanish Dry Diggins Road to Taylor Mine Outlet.

LOCATION MAP



PHOTOS



Project Name: 2018 Main Canal Reliability
Project Number: 924
Project Description: Prioritized repair and lining of Main Canal
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)								0
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)		345,000						345,000
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)		0						0
Unfunded								0
Total	0	345,000	0	0	0	0	0	345,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		54,000						54,000
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		30,000						30,000
Construction Contract (7023)		216,000						216,000
Other CIP Costs (7025)		45,000						45,000
Other - TBD								0
Total	0	345,000	0	0	0	0	0	345,000

PROJECT NAME: North Fork American River Pumping Plant

PROJECT NUMBER: TBD

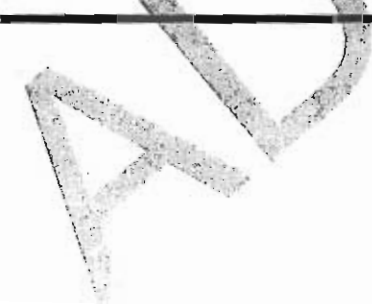
PROJECT DESCRIPTION:

This Project would provide the District an alternative source of water in the case of drought or failure of the raw water conveyance from Stumpy Meadows Reservoir. The Project would provide the ability to draw water from the American River. This option was reviewed in the 2009 Options to Increase Water Supply study by California Water Consulting. The first phase of this Project includes a water rights analysis, conceptual engineering design, and evaluation of capital and operating costs.

LOCATION MAP



PHOTOS



Project Name: North Fork American River Pumping Plant Evaluation
Project Number:
Project Description: Construct infrastructure needed to draw water from NF American River
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)			100,000					100,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)								0
Unfunded							28,500,000	28,500,000
Total	0	0	100,000	0	0	0	28,500,000	28,600,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)			100,000				1,900,000	2,000,000
Environmental (7021)							1,000,000	1,000,000
Land/ROW Acquisition (7022)							5,000,000	5,000,000
Construction Engineering (7024)							1,500,000	1,500,000
Construction Contract (7023)							19,100,000	19,100,000
Other CIP Costs (7025)								0
Other - TBD								0
Total	0	0	100,000	0	0	0	28,500,000	28,600,000

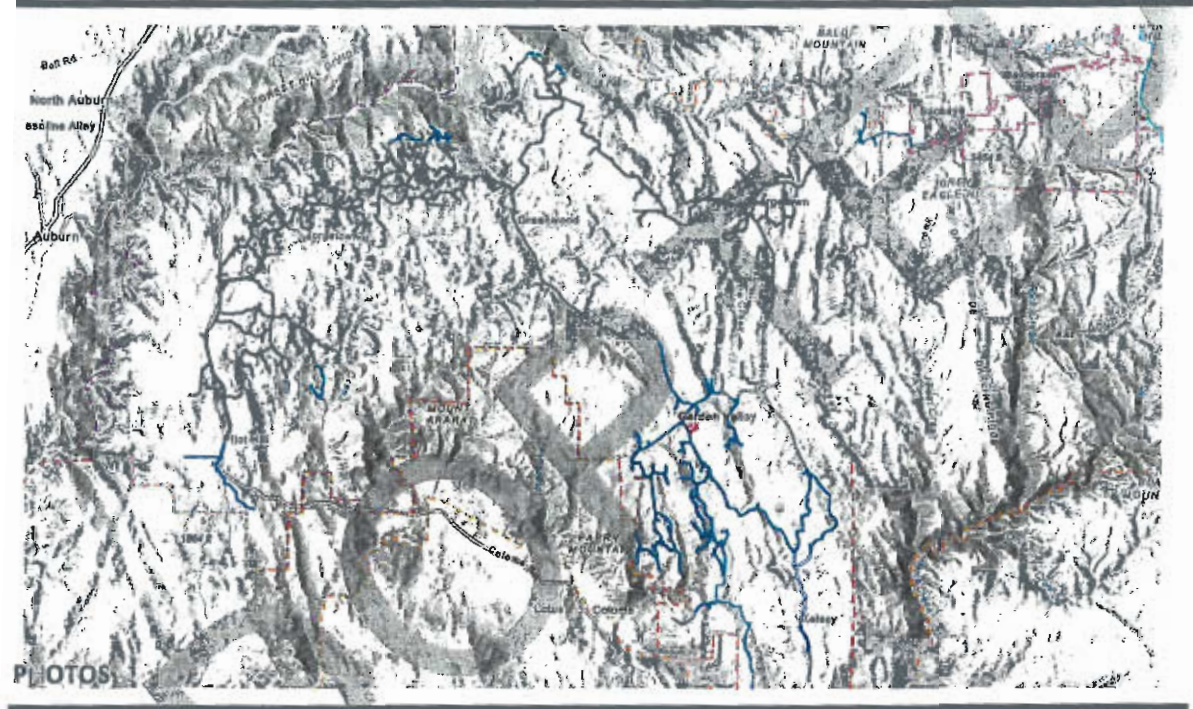
PROJECT NAME: Automated Meter Reading and Meter Replacement

PROJECT NUMBER: TBD

PROJECT DESCRIPTION:

This Project will replace all meters and upgrade the District to an automated meter reading system. District currently reads meters manually with pen and paper, which takes a large amount of staff time and is susceptible to weather and human error. A 2014 Meter Accuracy and Related Water Loss Study reported that the majority of the residential meters were over 26 years old, reading with 92% accuracy, and losing 0.25% accuracy per year. New meters read at 98.5% or better.

LOCATION MAP



Project Name: Automated Meter Reading and Meter Replacement Project
Project Number:
Project Description: Replace meters and install automated meter reading hardware and software
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		481,250						481,250
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Loan / TBD		1,443,750						1,443,750
Total	0	1,925,000	0	0	0	0	0	1,925,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		150,000						150,000
Construction Contract (7023)		1,738,000						1,738,000
Other CIP Costs (7025)		37,000						37,000
Other - TBD								0
Total	0	1,925,000	0	0	0	0	0	1,925,000

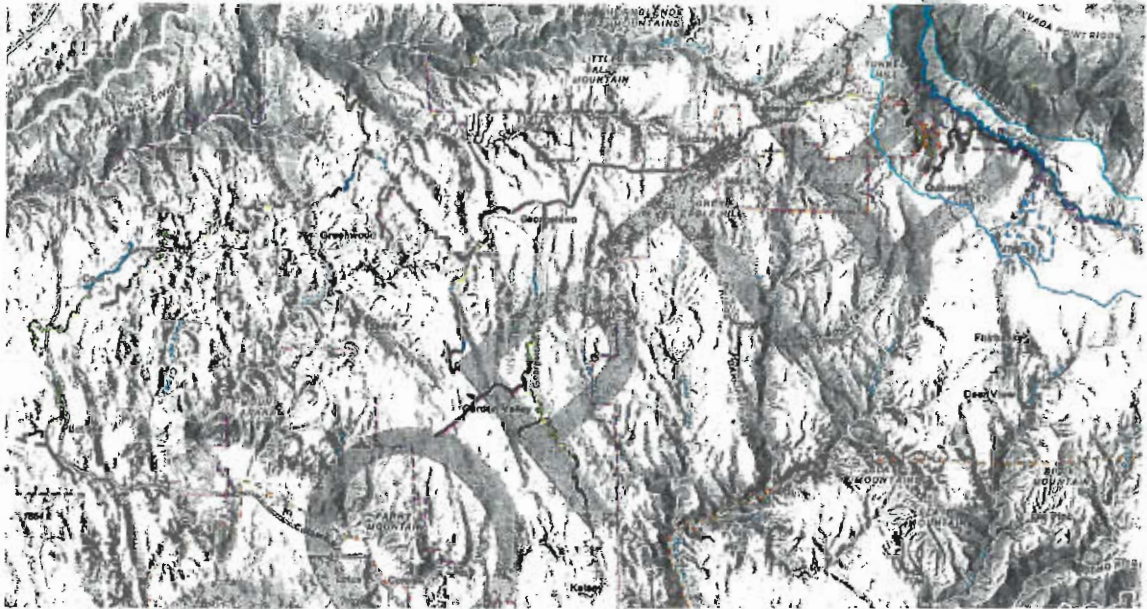
PROJECT NAME: Annual Canal Lining

PROJECT NUMBER: TBD

PROJECT DESCRIPTION:

This Project will line repair and line short segments of canals and ditches as funds are available. No work is planned for Fiscal Year 2019/2020.

LOCATION MAP



PHOTOS



Project Name: Annual Canal Lining
Project Number:
Project Description: Prioritized repair and lining of canals and ditches
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)				100,000	100,000			200,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)	40,000							40,000
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)		0						0
Unfunded								0
Total	40,000	0	0	100,000	100,000	0	0	240,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)	40,000			100,000	100,000			240,000
Other CIP Costs (7025)								0
Other - TBD								0
Total	40,000	0	0	100,000	100,000	0	0	240,000

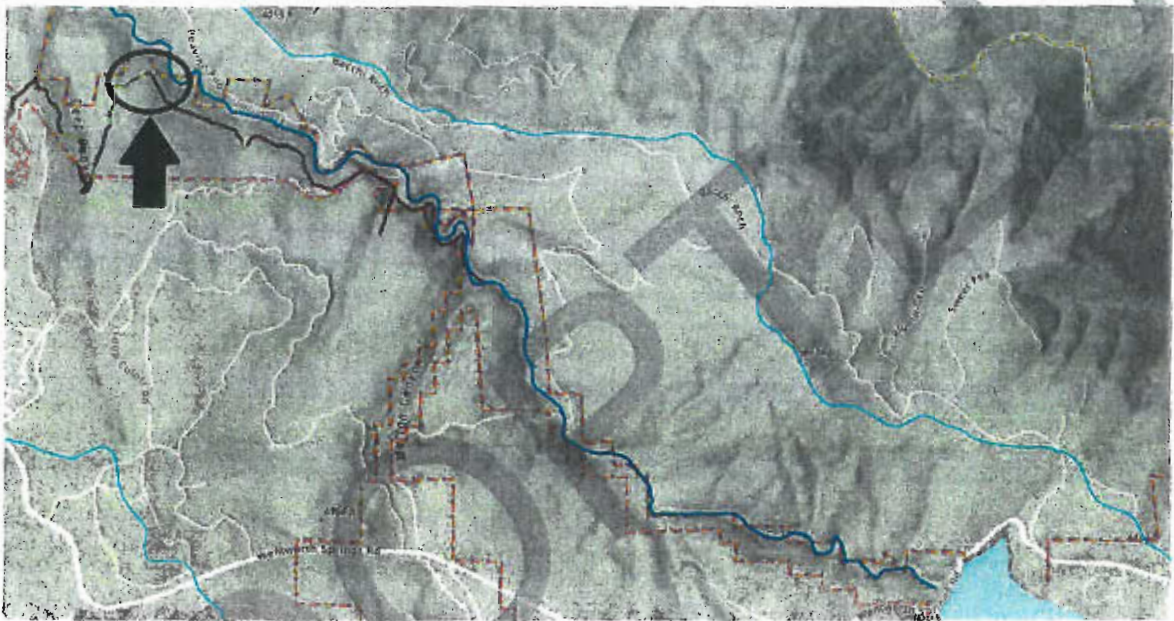
PROJECT NAME: Upcountry Ditch Reliability Improvement

PROJECT NUMBER: TBD

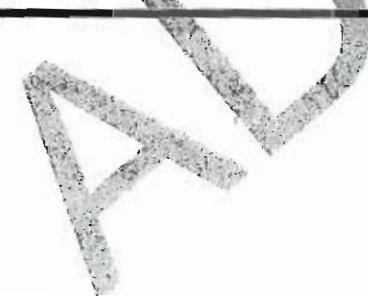
PROJECT DESCRIPTION:

This Project will improve a section of the Main Ditch identified as a priority segment in the 2002 Water System Reliability Study by KASL Engineering Consultants. This is a segment of the only conveyance facility that delivers raw water from Stumpy Meadows Reservoir to both water treatment plants and irrigation water customers. It is an earthen canal that is prone to slope failures and leakage. Anticipated improvement is to stabilize the adjacent slope and replace 250 feet of earthen canal with a pipe.

LOCATION MAP



PHOTOS



Project Name: Upcountry Ditch Reliability
Project Number:
Project Description: Prioritized repair of Upcountry Ditch
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)			197,287	526,500				723,787
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)		138,000	329,213					467,213
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)								0
Unfunded								0
Total	0	138,000	526,500	526,500	0	0	0	1,191,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		95,000						95,000
Environmental (7021)		43,000						43,000
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)			25,000	25,000				50,000
Construction Contract (7023)			476,500	476,500				953,000
Other CIP Costs (7025)			25,000	25,000				50,000
Other - TBD								0
Total	0	138,000	526,500	526,500	0	0	0	1,191,000

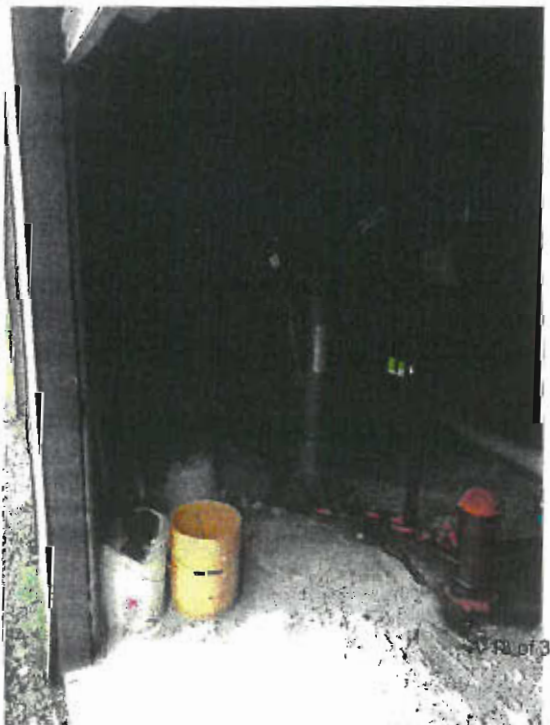
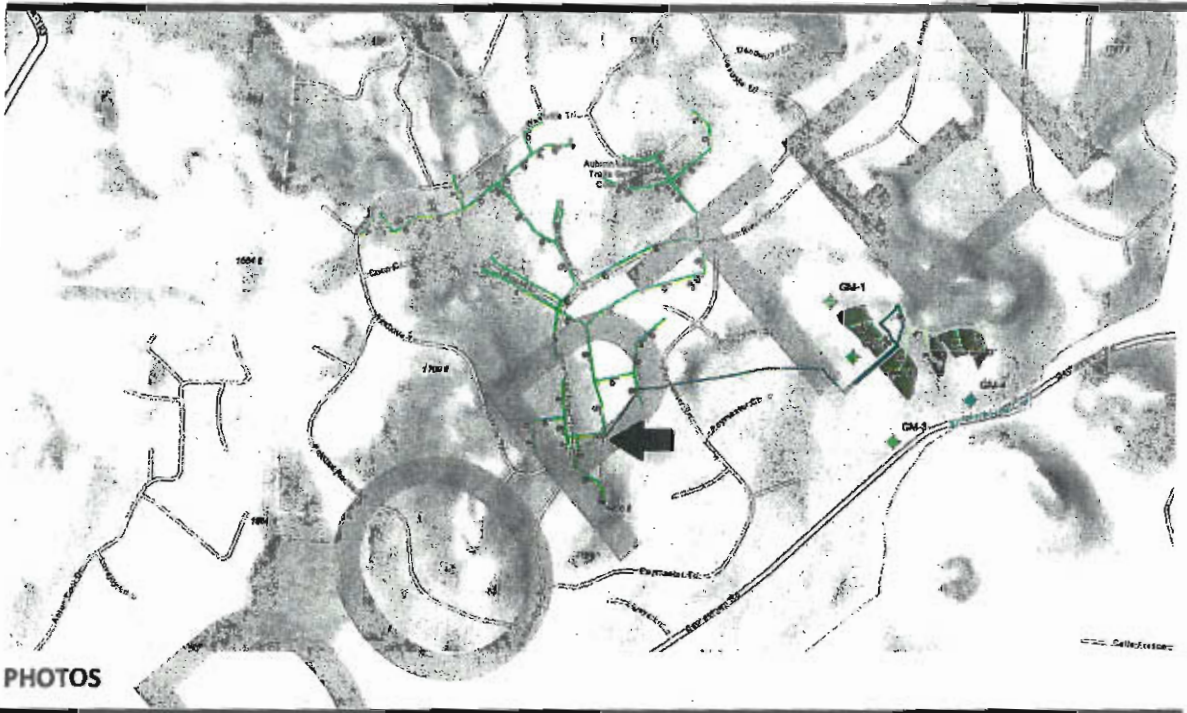
PROJECT NAME: Wastewater Lift Station Upgrade

PROJECT NUMBER: TBD

PROJECT DESCRIPTION:

This Project will upgrade the wastewater lift station in the Auburn Lake Trails Wastewater Zone by replacing the structure and worn out components. No funding is proposed for Fiscal Year 2019/2020.

LOCATION MAP



Project Name: Wastewater Lift Station Upgrade

Project Number:

Project Description: Upgrade wastewater lift station by replacing worn out components & structure

Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	Fy23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)								0
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)			120,000					120,000
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	0	0	120,000	0	0	0	0	120,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	Fy23/24	Future Years	Total
Preliminary Engineering (7020)			12,000					12,000
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)			6,000					6,000
Construction Contract (7023)			102,000					102,000
Other CIP Costs (7025)								0
Other - TBD								0
Total	0	0	120,000	0	0	0	0	120,000

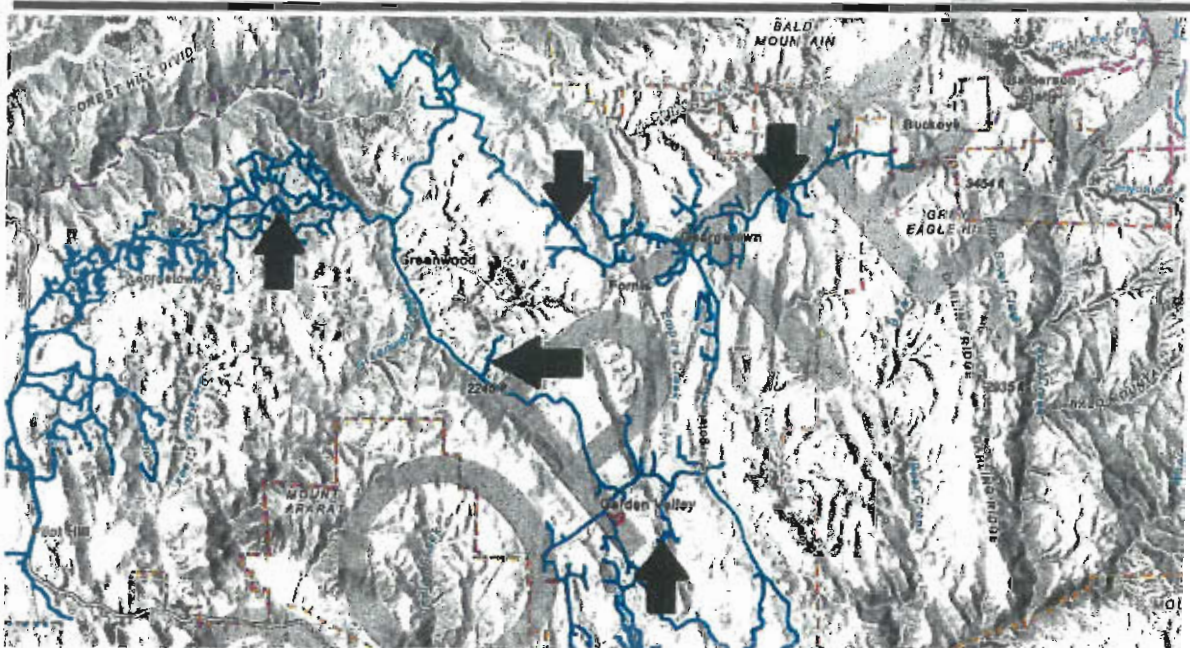
PROJECT NAME: Replace Pump Stations

PROJECT NUMBER: TBD

PROJECT DESCRIPTION:

This Project will replace pump stations on Chipmunk Road, Irish Lane, Black Ridge Road, Reservoir Road, Angel Camp Court that are nearing the end of their useful life. Pump station structures, electrical, and communication systems are beginning to fail. Structures and components will be replaced as necessary to provide improved service.

LOCATION MAP



PHOTOS



Project Name: Replace Pump Stations
Project Number: TBD
Project Description: Replace pump stations that have reached the end of their useful life
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		123,400		128,385		133,572	283,551	668,909
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	0	123,400	0	128,385	0	133,572	283,551	668,909

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		10,000		10,404		10,624	22,978	54,207
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)		106,000		110,282		114,738	243,569	574,589
Other CIP Costs (7025)		7,400		7,699		8,010	17,904	40,113
Other - TBD								0
Total	0	123,400	0	128,385	0	133,572	283,551	668,909

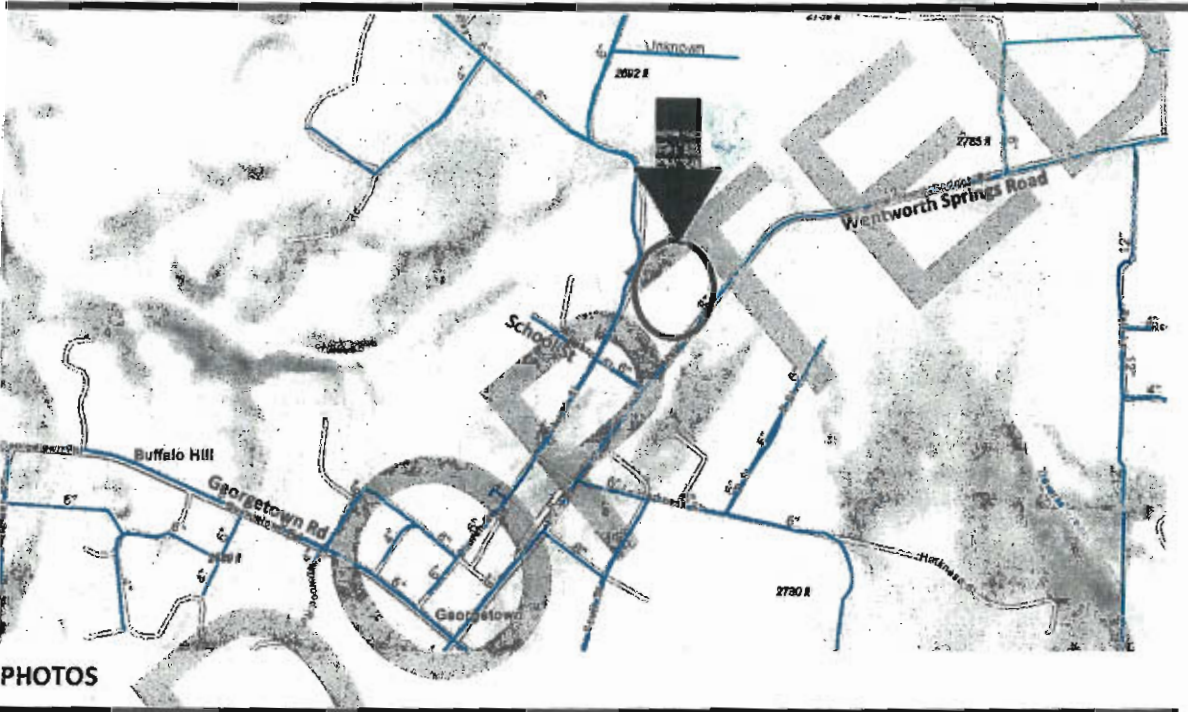
PROJECT NAME: District Office Parking Lot Rehabilitation

PROJECT NUMBER: TBD

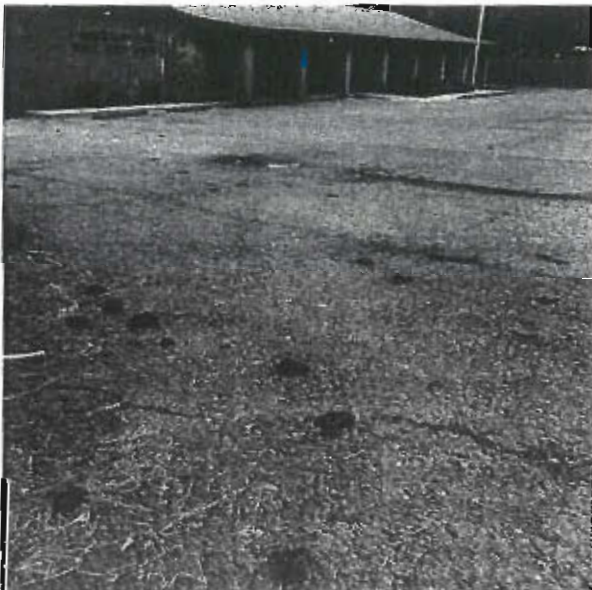
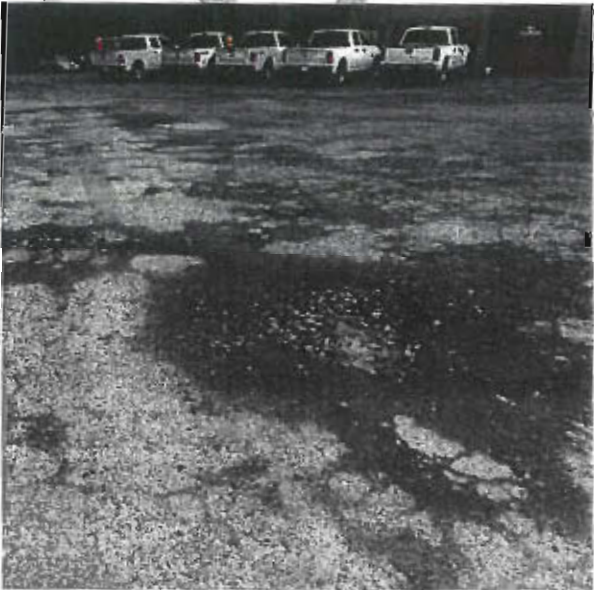
PROJECT DESCRIPTION:

This Project will rehabilitate asphalt paving in the front and rear parking lots at the District office. The parking lots are in a state of severe disrepair. The rear parking lot likely will require complete reconstruction. The front parking lot is assumed to need an asphalt overlay. ADA accessible parking and path of travel will be provided in the front parking lot.

LOCATION MAP



PHOTOS



Project Name: District Office Parking Lot Rehabilitation
Project Number: TBD
Project Description: Rehabilitate the asphalt paving in front and rear parking lots.
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		121,325					10,000	131,325
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	0	121,325	0	0	0	0	10,000	131,325

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		21,665						21,665
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		6,500						6,500
Construction Contract (7023)		86,660					10,000	96,660
Other CIP Costs (7025)		6,500						6,500
Other - TBD								0
Total	0	121,325	0	0	0	0	10,000	131,325

Project Name: Office and Corporation Yard Roof Repair
Project Number: 912
Project Description: Repair roofs of the office building and shop building at the corporation yard
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		15,000						15,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other (EDCWA Cost Share)								0
Unfunded								0
Total	0	15,000	0	0	0	0	0	15,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		5,000						5,000
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)		25,000						25,000
Other CIP Costs (7025)								0
Other - TBD								0
Total	0	30,000	0	0	0	0	0	30,000

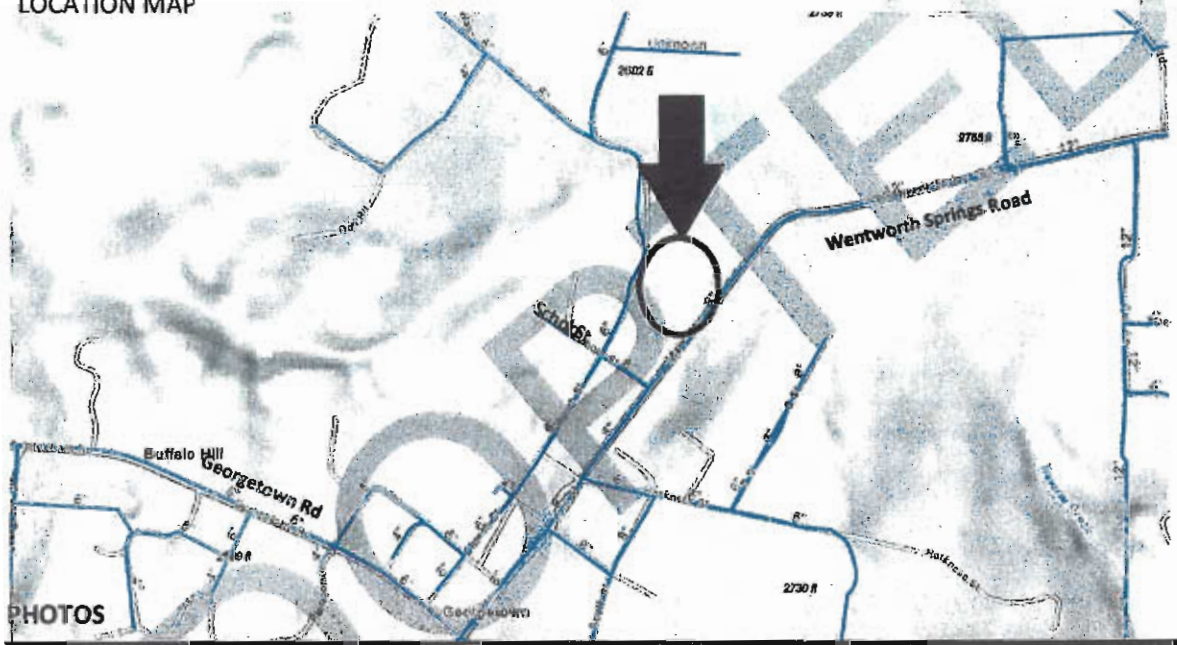
PROJECT NAME: Install Backup Generator at the District Office

PROJECT NUMBER: TBD

PROJECT DESCRIPTION:

The District frequently loses power during the fall and winter due to failure and shutdown of the public electrical grid. These outages can last multiple days in a row. This results in the District office unable to provide customer service during these times, and results in an unsafe environment for District employees. This Project will provide the office with a backup source of electricity

LOCATION MAP



Project Name: Install Backup Generator at the Office
Project Number: TBD
Project Description: Install backup generator at the District office for power outages
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		22,000					0	22,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	0	22,000	0	0	0	0	0	22,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)		20,000						20,000
Other CIP Costs (7025)		2,000						2,000
Other - TBD								0
Total	0	22,000	0	0	0	0	0	22,000

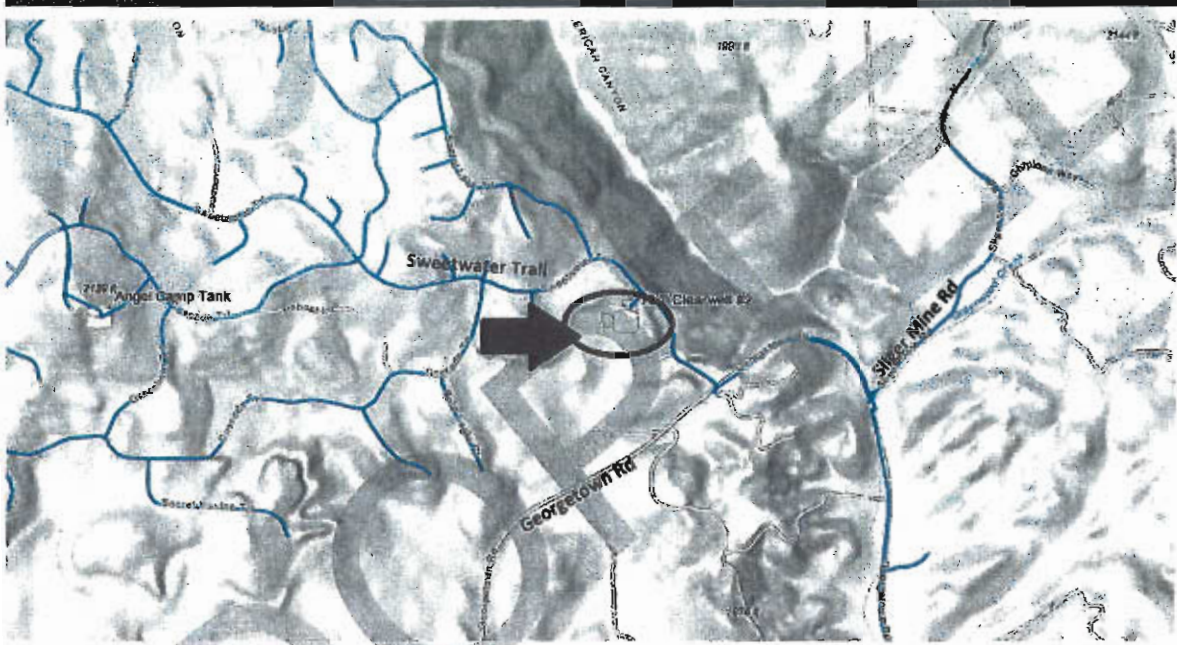
PROJECT NAME: Decommission Old Auburn Lake Trails Water Treatment Plant

PROJECT NUMBER: TBD

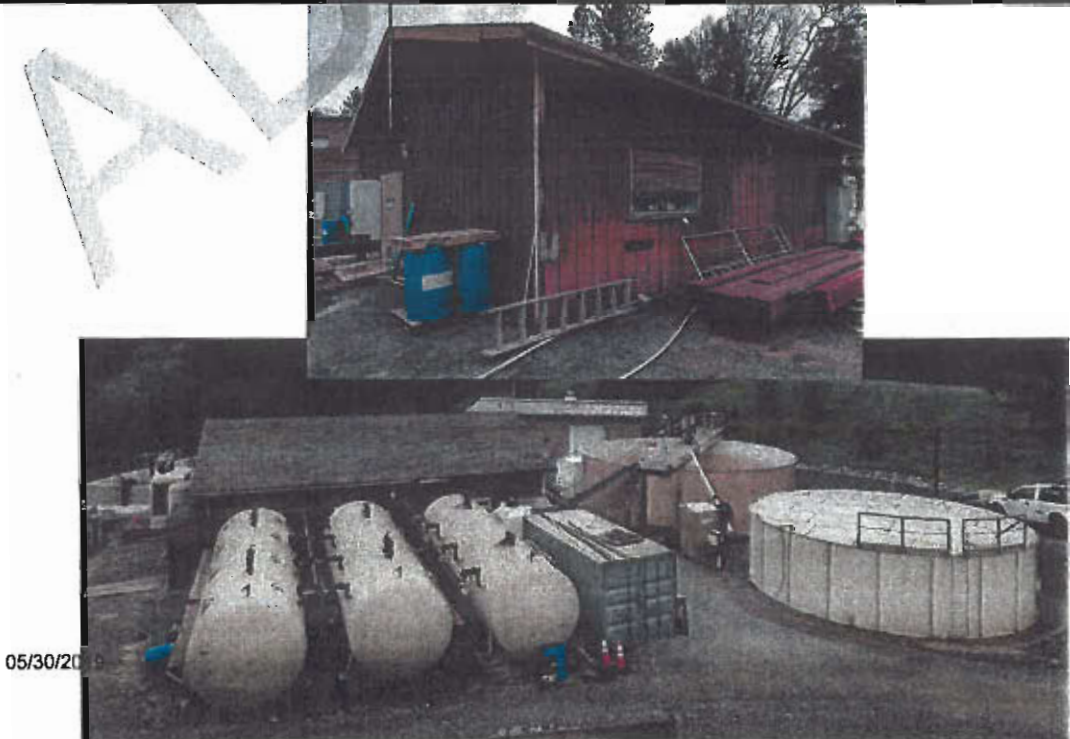
PROJECT DESCRIPTION:

This Project will remove structures and components at the Old Auburn Lake Trails Water Treatment Plant that are no longer needed due to construction of the new water treatment plant. Decommissioning cost will be offset by salvaging old equipment when practical.

LOCATION MAP



PHOTOS



Project Name: Old ALT Water Treatment Plant Demolition
Project Number: TBD
Project Description: Remove Unneeded Structures & Components of Old Water Treatment Plant
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		75,000						75,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	0	75,000	0	0	0	0	0	75,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		5,000						5,000
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		5,000						5,000
Construction Contract (7023)		60,000						60,000
Other CIP Costs (7025)		5,000						5,000
Other - TBD								0
Total	0	75,000	0	0	0	0	0	75,000

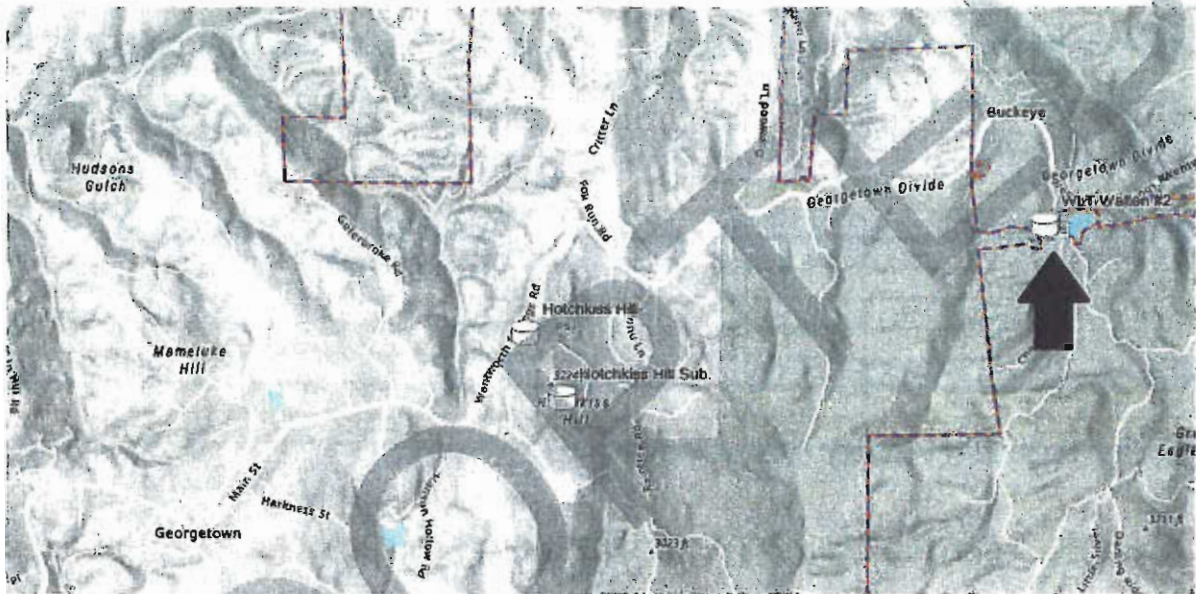
PROJECT NAME: Rebuild Filter No.3 at Walton Water Treatment Plant

PROJECT NUMBER: TBD

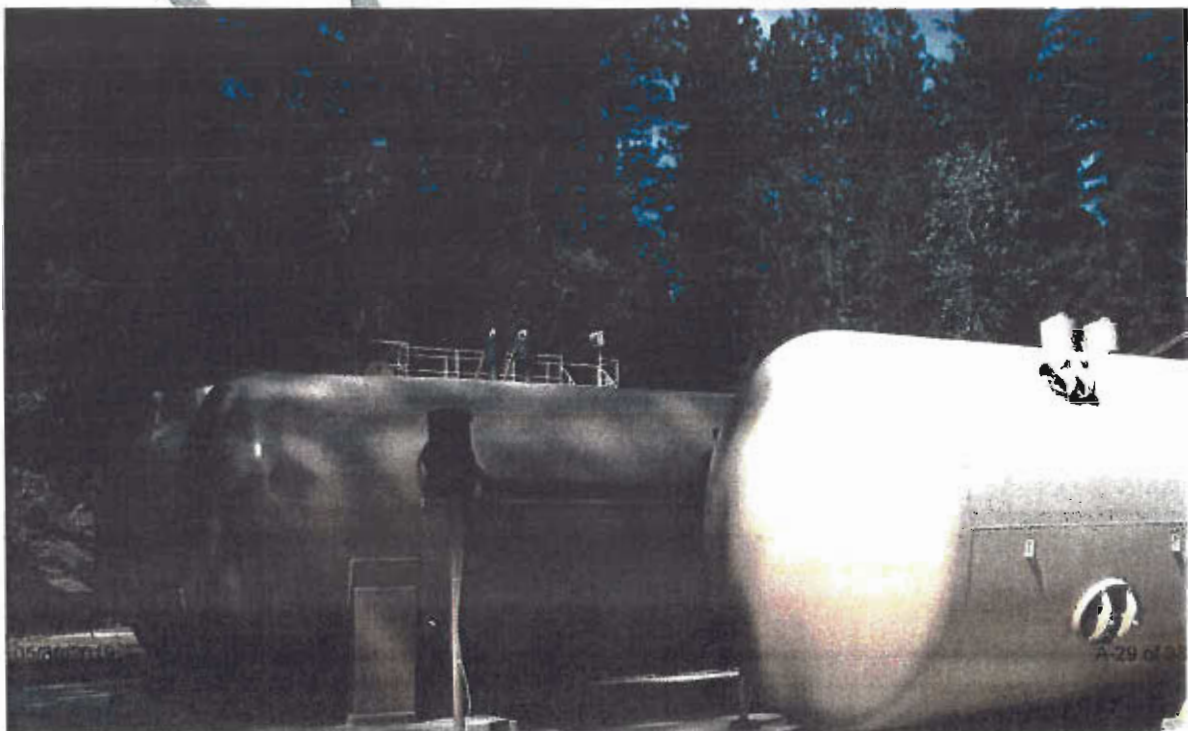
PROJECT DESCRIPTION:

Filter number 3 at Walton Water Treatment Plant is showing signs that it needs to be rebuilt. Filters are a critical component of the treatment process and failure can lead to the inability to produce water suitable for consumption.

LOCATION MAP



PHOTOS



Project Name: Rebuild Filter No. 3 at Walton Water Treatment Plant
Project Number: TBD
Project Description: Filter No. 3 needs rebuilding before it fails
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		100,000					0	100,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	0	100,000	0	0	0	0	0	100,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)		25,000						25,000
Construction Contract (7023)		70,000						70,000
Other CIP Costs (7025)		5,000						5,000
Other - TBD								0
Total	0	100,000	0	0	0	0	0	100,000

Project Name: Repair Safety Walkways
Project Number: 916
Project Description: Repair and replace prioritized safety walkways thought District
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)		10,000						10,000
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)								0
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	0	10,000	0	0	0	0	0	10,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)								0
Other CIP Costs (7025)		10,000						10,000
Other - TBD								0
Total	0	10,000	0	0	0	0	0	10,000

Project Name: 2017 Manhole Sealing
Project Number: 917
Project Description: Prioritized sealing of wastewater manholes
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)								0
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)	5,000	10,000						15,000
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	5,000	10,000	0	0	0	0	0	15,000

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)								0
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)	5,000	10,000						15,000
Other CIP Costs (7025)								0
Other - TBD								0
Total	5,000	10,000	0	0	0	0	0	15,000

Project Name: CDS Field Evaluation & Upgrades
Project Number: TBD
Project Description: Evaluate future need for CDS field upgrades
Funding Sources:

Sources	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
CABY Grant (9)								0
Capital Reserve (43)							0	0
Prior Reimbursements Received (35)								0
Capital Facility Charge (39)								0
ALT WTP Capital Reserve (24)								0
ALT Zone Fund (40)								0
ALT Tank Replacement Loans & Repair (41)								0
ALT CDS Reserve Connection (42)		48,500						48,500
Grants (EPA)								0
SRF Loan								0
General Fund (10)								0
Other								0
Unfunded								0
Total	0	48,500	0	0	0	0	0	48,500

Project Cost Estimate:

Elements	Prior Years	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Future Years	Total
Preliminary Engineering (7020)		48,500						48,500
Environmental (7021)								0
Land/ROW Acquisition (7022)								0
Construction Engineering (7024)								0
Construction Contract (7023)								0
Other CIP Costs (7025)								0
Other - TBD								0
Total	0	48,500	0	0	0	0	0	48,500

ATTACHMENT 2

Professional Services Agreement

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 Coastland Civil Engineering, Inc. (“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 On-Call Capital Project Management (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 \$402,909, 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 through June 30, 2024 or 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. (NOT USED)

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.

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.

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, and employees against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, but only to the extent actually caused by the negligent 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, and employees harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to liability for damages to the extent actually caused by the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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: Coastland Civil Engineering
1400 Neotomas Ave
Santa Rosa, CA 95405
Attention: John Wanger

20. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

GEORGETOWN DIVIDE PUBLIC
UTILITIES DISTRICT, a California Public
Utilities District

By: _____
Steven V. Palmer, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

By: _____

Name: John Wanger, PE, CEO

Date: _____

By: _____

Name: Paul Wade, PE, Principal

Date: _____

EXHIBIT A

Services

The following scope of work was submitted with Coastland's original proposal as a template or example of the services to be provided in the management of a typical Capital Project. A specific scope of work will be prepared and agreed upon for each purchase/task order to be performed under this contract, along with a specific corresponding task order budget.

Scope of Work

Task 1: Project Management and Coordination

Coastland will provide overall contract management of the District's projects and will meet weekly with District staff to review CIP projects, prepare and ensure compliance with detailed project scopes, schedules, and budgets. Activities will include all tasks required to deliver a completed capital improvement project, including preparing requests for proposals for engineering design and other professional services, issuing the construction bid documents, and managing the construction bid process. Coastland places a high priority on ensuring our clients receive superior and timely service. To maintain this level of service, we have established internal procedures that ensure the work is being completed in a manner that is at or above industry standard, is accurate and is performed within budget and on schedule.

Task 2: Preliminary Engineering and Environmental

Coastland will identify any improvements needed for the projects and a draft cost for each improvement listed. We will review this list with the District staff to determine refinements, additions, changes and deletions. Also, we will obtain District staff input on the perceived priority of identified projects. Coastland will prepare the RFPs for engineering design services and will manage the project through final design and will prepare construction bid documents.

Coastland will work with a subconsultant to determine the level of required environmental review documentation. We will work with the environmental consultant to oversee the preparation and submittal of environmental documentation as needed to conform with the California Environmental Quality Act (CEQA), including the preparation of associated technical studies should detailed environmental work be required.

For each project, Coastland will prepare a schedule of permits and required timelines to ensure that all required permits are obtained prior to the start of construction. We will submit preliminary and final draft environmental documents to GDPUD for review and we will incorporate any comments made during the preliminary document review prior to submitting the final draft.

Task 4: Final Bid Phase & Bid Support

Coastland will assist the District with construction bidding and construction support. Coastland will coordinate the advertisement and distribution of bid documents to publications, builder's exchanges and contractors during the bidding period. In addition, we will provide bid assistance to the District to answer any questions that may arise during the bidding phase. This will include assisting the District in preparing and distributing addenda when appropriate. Coastland will review construction bids received to make sure they are reasonable and will review information submitted by the apparent low and second lowest bidder for technical accuracy, ensuring that all

forms are signed, and the contractor is in good standing with the State Contractor's Licensing Board. Coastland will make a recommendation to GDPUD for award of the construction contract and will prepare the staff report for award of the construction contract.

Task 5: Construction Support Services

Coastland's services during construction will include attending the preconstruction conference, reviewing project submittals, providing change order clarification when needed, observing construction activities as needed, and answering District inquiries and contractor requests for information.

Coastland will ensure each project is constructed consistent with the plans and specifications and work to resolve any potential conflicts. Coastland will visit project sites to better ascertain the conditions and constraints that may impact the scope and cost of the project.

EXHIBIT B

Rate Schedule

Role	Name	Rate
Principal In Charge	Dane Schilling	\$195
QA/QC	Travis Williams	\$165
Resident Engineer	Asa Utterback	\$165
Field Administrator	Elaine Greif	\$140
Mileage		\$0.68

ATTACHMENT 3
GDPUD Resolution

RESOLUTION NO. 2020-
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT FOR CAPITAL PROJECT MANAGEMENT WITH
COASTLAND, INC. FOR FIVE YEARS FOR AN AMOUNT NOT TO EXCEED
\$402,909

WHEREAS, the District issued a Request for Proposal on August 13, 2019, to select a qualified consultant to provide Engineering Services for the Capital Project Management; and

WHEREAS, two proposals were received on September 12, 2019 from Coastland, Inc. and Ponticello Enterprises; and

WHEREAS, the District General Manager and Engineering Consultant George Sanders reviewed the proposals, interviewed the two firms, and ranked Coastland as the top proposer; and

WHEREAS, the rate schedule was then opened and reviewed and determined to be appropriate for the scope of work; and

WHEREAS, a Professional Services Agreement was then prepared using a total amount of \$402,909 for five years based on the five year capital improvement plan; and

WHEREAS, the Fiscal Year 2019/2020 Operating Budget included \$53,900 for the work planned this year and a purchase order will be issued for this amount.

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

1. The professional services contract is awarded to Coastland, Inc.; and
2. The General Manager is authorized to execute a professional services contract with Coastland, Inc. in the amount not to exceed \$402,909 for Capital Project Management

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 January 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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 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 this 14th day of January 2020.

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



NEW BUSINESS

ITEM 8.F.

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



AGENDA SECTION: NEW BUSINESS

**SUBJECT: APPOINTMENT OF DIRECTOR TO EL DORADO COUNTY
WATER AGENCY BOARD**

PREPARED BY: Kelly K. Molloy, Board Assistant

APPROVED BY: Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "S. Palmer", is written over the name of the General Manager.

BACKGROUND

In 2002, the California Legislature amended Section 33, Chapter 96 of the California Water Code Appendices, of the El Dorado County Water Agency Act to state the composition of the Agency's Board of Directors was changed from the full Board of Supervisors of El Dorado County, to a blend of members of the Board of Supervisors and Directors of various water purveyors in El Dorado County. The amended section continues the number of Directors of the Agency at five, but provides that three Directors be members of the Board of Supervisors, one Director be a member of the Board of Directors of East Slope Water purveyors (South Lake Tahoe Public Utility District or Tahoe City Public Utility District), and one Director be a member of the Board of Directors of West Slope Water purveyors (El Dorado Irrigation District (EID), Georgetown Divide Public Utility District (GDPUD), or Grizzly Flats Community Services District (GFCSD)). Section 33 provided an initial staggered term of two year for one member of the Board of Supervisors, and one Director selected from the West Slope Water purveyors. The terms of the other three initial Directors, and of all Directors selected thereafter are four years. (See Attachment 1)

According to the California Water Code, every other four year term must be held by EID. Historically, GDPUD and GFCSD usually split the next four year term by each agency taking two years consecutively. GDPUD's two-year term concluded in 2016, and the seat was filled by EID until 2020. Normally, GFCSD would take the next two year term. GDPUD and GFCSD General Manager's discussed and mutually agreed that GDPUD should hold the seat for 2020-2021 with the alternate being from GFCSD.

DISCUSSION

The Board needs to select a Director to serve on the EDCWA Board.

FISCAL IMPACT

There is no fiscal impact.

CEQA ASSESSMENT

This is not a CEQA Project

**APPOINTMENT OF DIRECTOR TO EL DORADO COUNTY WATER
AGENCY BOARD**

Page 2 of 2

Board Meeting of January 14, 2020
Agenda Item No. 8.F.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution appointing one representative from its own Board of Directors to the EDCWA Board for the 2020 and 2021 calendar years.

ALTERNATIVES

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

ATTACHMENTS

1. EDCWA Memorandum of Law
2. Resolution

AGENDA ITEM 8.F.

Attachment 1

El Dorado County Water Agency Memorandum of Law

Memorandum of Law

Date: September 22, 2011

To: Tami Scowcroft
El Dorado County Water Agency

From: Fred Schaefer
Agency Counsel

Re: Agency Board of Directors Terms and Composition of Board

Section 33 of the El Dorado County Water Agency Act, contained in Chapter 96 of the California Water Code Appendices, was amended by the California Legislature effective 2002 by which the composition of the Agency's Board of Directors was changed from the full Board of Supervisors of El Dorado County to a blend of members of the board of supervisors and directors of various water purveyors in El Dorado County. The amended section continues the number of directors of the Agency at five, but provides that three directors be members of the board of supervisors, one director be a member of the board of directors of east slope water purveyors (STPUD or TCPUD), and one director be a member of the board of directors of west slope water purveyors (EID, GDPUD or GFCSD). Section 33 provided an initial staggered term of two year for one member of the board of supervisors and one director selected from the west slope water purveyors. The terms of the other three initial directors, and of all directors selected thereafter are four years.

In selecting members to be directors of the Agency, amended section 33 expresses four directions to its constituent entities: (a) precatory: the board of supervisors "shall consider appointing a member that represents a supervisorial district that includes the largest area in the county not served by a water district" (Section 33(a)(1)(B)); (b) procedural – east slope water purveyors: this director "is appointed pursuant to a resolution adopted by a majority vote of the boards of directors of each" STPUD and TCPUD (Section 33(a)(2)); (c) procedural – west slope water purveyors: this director "is appointed pursuant to a resolution adopted by a majority vote of the board of directors of at least two of the districts" [EID, GDPUD and GFCSD] (Section 33(a)(3)(A); and (d) mandatory – west slope water purveyors: at the conclusion of a four year term of a director who is selected from GDPUD or GFCSD, the boards of EID, GDPUD and GFCSD "shall appoint a director who is a member of the board of the El Dorado Irrigation District" (Section 33 (a)(3)(B)). Section 33 contains only one directorial rotation that provides the west slope water purveyor representation shall be filled by a director from EID every other four year term. There is no mandatory rotation among the other west slope water purveyors or between the east slope water purveyors.

The initial director appointed to fill the west slope water purveyor "seat" for a two year term was John Fraser representing EID. His term was followed by a director from GDPUD, filled by JoAnn Shepherd for two years, and then Bob Diekon for two years.

Consistent with Section 33(a)(3)(B), at the conclusion of the four year term filled by a director from GDPUD the next west slope director came from EID and was John Fraser. EID's current term expires January 31, 2012. As a practical matter, STPUD and TCPUD have selected a director from STPUD as an informal default director to the Agency.

Conclusion: among the members of the board of supervisors, there is supervisorial discretion to appoint one of its members who represents the largest area in the county not served by a water district; there is no mandatory rotation between east slope water purveyors STPUD and TCPUD; and, there is no mandatory rotation among west slope purveyors, EID, GDPUD and GFCSD, except that every other four year term must be filled by a director from EID.

AGENDA ITEM 8.F.

Attachment 2

RESOLUTION

RESOLUTION NO. 2020-
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
TO APPOINT A DIRECTOR TO THE EL DORADO COUNTY WATER AGENCY

WHEREAS, Section 33 of the El Dorado County Water Agency Act requires that the composition of the Board of Directors of the El Dorado County Water Agency ("EDCWA") shall be composed of five directors, one of whom shall be a Director of one of the three El Dorado County "west slope" water districts, namely the Grizzly Flats Community Services District ("GFCSD"), the Georgetown Divide Public Utility District ("GDPUD") or the El Dorado Irrigation District ("EID"); and

WHEREAS, Section 33 requires the west slope director to be appointed to a four-year term pursuant to a resolution adopted by a majority vote of the Board of Directors of at least two of the three west slope districts; and

WHEREAS, Section 33 provides that an alternate director shall be appointed pursuant to a resolution adopted by a majority vote of the Board of Directors of at least two of the three west slope districts, to serve in the event that the initial director is absent or unable to serve for any reason; and

WHEREAS, a director from EID has served during the current term, which concludes on January 31, 2020; and

WHEREAS, the GDPUD Board of Directors desires to appoint a director from the GDPUD Board to serve on the EDCWA Board for the upcoming term beginning on February 1, 2020; and

WHEREAS, the GDPUD Board of Directors desires to appoint an alternate director from the GFCSD Board for the upcoming term beginning on February 1, 2020.

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

1. The Board hereby appoints GDPUD Director _____ to serve on the EDCWA Board for the term beginning on February 1, 2020.
2. The Board hereby appoints a GFCSD Director, to be selected by the GFCSD Board at a date prior to January 5, 2020 to serve as alternate director on the EDCWA Board for a term beginning on February 1, 2020.
3. The Board directs staff to send written notice of the appointments made hereby to the EDCWA Board prior to January 15, 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 14th day of January 2020, by

the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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 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 January 2020.

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



NEW BUSINESS

ITEM 8.G.

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



AGENDA SECTION: NEW BUSINESS

SUBJECT: UPDATED POLICY FOR DISCONTINUATION OF RESIDENTIAL SERVICE

PREPARED BY: Christina Cross, Management Analyst

Handwritten initials "CC" in blue ink.

APPROVED BY: Steven Palmer, PE, General Manager

Handwritten initials "SP" in blue ink.

BACKGROUND

The District's current Policy for discontinuation is included in Ordinance 82-1 section 10-1. Disconnection for Non-payment (Attachment 3). Service may be discontinued for non-payment of bills on or after the thirtieth day following the date of Post Office cancellation. At least five (5) days prior to such discontinuance, the customer will be sent a final notice informing him that discontinuance will be enforced if payment is not made within the time specified in said notice. The failure of the District to send, or any such person to receive, said notice shall not affect the District's power hereunder. A customer's water service may be discontinued if water service furnished at a previous location is not paid for within the time herein fixed for the payment of bills. If a customer receives water service at more than one location and the bill for service at any one location is not paid within the time provided for payment, water service at all locations may be turned off. Water service will also be turned off for non-payment of bills rendered under Ordinance No. 71-3.

DISCUSSION

On September 28, 2018 Senate Bill No. 998 was approved by the Governor of the State of California. This new bill forces all urban and community water systems to update their discontinuation policy to be in effect by February 1, 2020. The new policy must also be available in Spanish, Chinese, Tagalog, Vietnamese, and Korean and any other languages spoken by at least 10 percent of the people residing in it's service area.

Under the new policy there are significant changes. The new policy states:

- The District shall not discontinue water service until a customer has been delinquent for at least 60 days.
- Customers will be given notice by telephone or writing within 10 days of discontinuation.
- Alternative payments schedules need to be provided for customers that are low income and/or have severe health problems

- Customers that are renting property that is in jeopardy of being locked off due to a landlord not paying the bill must be given the opportunity to open a water account in their name with proper documentation.

Once the Board approves this policy, the District will need to do update Ordinance 82-1 to comply with this policy, translate the policy into the legally required languages, and post the policy on the website.

FISCAL IMPACT

This policy has the potential to reduce the amount of staff time spent disconnecting (lock) and reconnecting (unlock) customer meters, and also the potential to reduce the amount of unlock fees collected by the District. Because customers will have longer time to pay their bills, there is the potential that more customers will pay their bills before their service is disconnected. The current fee to \$50 unlock fee. The number of customers that are locked off every billing cycle varies, and is typically about 50. Based on six billing cycles per fiscal year, this results in a maximum reduction of \$15,000 (\$50/unlock x 50 customers/cycle x 6 cycles) in unlock fees per fiscal year.

The District will also need to hire a company to translate the policy into Spanish, Chinese, Tagalog, Vietnamese, and Korean. This is a service that will likely cost the District a few hundred dollars. This cost was not specifically identified in the operating budget.

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 approving the Policy.

ALTERNATIVES

Request changes to the Resolution or Policy for staff to implement.

ATTACHMENTS

1. Draft Updated Policy for Discontinuation of Residential Service
2. SB 998
3. Ordinance 1982-01
4. Resolution

AGENDA ITEM 8.G.

Attachment 1

Draft Updated Policy for Discontinuation of Residential Service

POLICY TITLE: Discontinuation of Residential Water Service/Late fees

POLICY NUMBER: XXXX

Reference:

Senate Bill No. 998: Discontinuation of Residential Water Service

California Government Code Sections 60370 -60375.5

Purpose/Background:

This policy enumerates Georgetown Divide Public Utility Water District's administrative actions for the collection of delinquent accounts, including notifications, fee assignments and discontinuation of service. This policy will be made available to the public on the District's website. The District can be contacted by phone at (530) 333-4356 to discuss options for averting discontinuation of water service for nonpayment under the terms of this policy.

Text of policy:

Georgetown Divide Public Utility District, as an agency of the state, formed as a special district pursuant to general law for the local performance of governmental or proprietary functions within limited boundaries, is governed in the execution of the collection of delinquent accounts by California Government Code Sections 60370 – 60375.5. Furthermore, as an urban or community water system that supplies water to more than 200 service connections, the District is further governed, effective by law February 1, 2020, by Senate Bill No. 998.

- 1. Application of Policy.** This Residential Water Service Policy and Procedures (this "Policy") shall apply to all Georgetown Divide Public Utility District ("District") accounts for residential water service, but shall not apply to any accounts for non-residential service. To the extent this Policy conflicts with any provisions of the Georgetown Divide Public Utility District Ordinance, Resolution or other rules, regulations, or policies of the District, this Policy shall control.
- 2. Contact Information.** For questions or assistance regarding your water bill, the District's utility billing staff can be reached at (530) 333-4356. Customers may also visit the District in person Monday through Friday, from 8:00 a.m. to 4:30 p.m., except on District holidays. This Policy shall also be available on the District's internet website, at the following address: GD-PUD.ORG
- 3. Billing Procedures.** Water service charges are payable to the District once every other month. All bills for water service are due and payable upon receipt and shall be considered delinquent if not paid on the later of: 1) the last day of the service period of the bill; or 2) one month after the date the bill is issued by the District.

4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at least sixty (60) days, the District may discontinue water service to the service address.

4.1 **Written Notice to Customer.** The District will provide a mailed notice to the customer of record at least ten (10) business days before discontinuation of water service. The notice shall contain:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;
- (c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;
- (d) a description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension, amortization, or alternative payment schedule;
- (e) a description of the procedure to petition for bill review and appeal;
- (f) the telephone number where the customer may request a payment arrangement or receive additional information from the District.

4.2 **Written Notice to Occupants or Tenants.** If the District furnishes water through a master meter, furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp, or if the customer of record's mailing address is not the same as the service address, the District will also send a notice to the occupants living at the service address at least ten (10) business days before discontinuation of water service. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above and will also inform the residential occupants that they have the right to become customers of the District without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the District are provided in Section 8 below.

4.3 Posting of Notice at Service Address. If the District receives the written notice returned through the mail as undeliverable and is unable to make contact with the customer or an adult occupying the residence by telephone, the District will make a good faith effort to visit the residence and leave a notice of imminent discontinuation of residential service in a conspicuous place at the service address. The notice will be left at the residence at least forty-eight (48) hours before discontinuation of service. The notice shall include:

- (a) the name and address of the customer;
- (b) the amount of the delinquency;
- (c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;
- (d) the procedure to petition for bill review and appeal;
- (e) the procedure for the customer to obtain information on financial assistance, if applicable; and
- (f) the telephone number where the customer may request a payment arrangement or receive additional information from the District.

4.4 Circumstances Under Which Service Will Not Be Discontinued. The District will not discontinue residential water service for nonpayment under the following circumstances:

- (a) During an investigation by the District of a customer dispute or complaint under Section 5.1 below;
- (b) During the pendency of an appeal to the Board of Directors under Section 5.3 below; or
- (c) During the period of time in which a customer's payment is subject to a District-approved extension, amortization, or alternative payment schedule, under Section 6 below, and the customer remains in compliance with the approved payment arrangement.

4.5 Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.

- (a) The District will not discontinue water service if all of the following conditions are met:
 - (i) The customer, or a tenant of the customer, submits to the District the certification of a licensed primary care provider that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;
 - (ii) The customer demonstrates that he or she is financially unable to pay for residential service within the District's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and
 - (iii) The customer is willing to enter into an alternative payment arrangement, including an extension, amortization, or alternative payment schedule, with respect to the delinquent charges.
- (b) For any customers who meet all of the above conditions, the District shall offer the customer one of the following options, to be selected by the District in its discretion: (1) an extension of the payment period; or (2) an alternative payment schedule or amortization of the unpaid balance. The District Manager or designee will select the most appropriate payment arrangement, taking into

consideration the information and documentation provided by the customer, as well as the District's payment needs.

- (c) The customer is responsible for demonstrating that the conditions in subsection (a) have been met. Upon receipt of documentation from the customer, which must be provided to the District at least 48 hours prior to the disconnection date, the District will review the documentation within seven (7) days and: (1) notify the customer of the alternative payment arrangement selected by the District and request the customer's signed assent to participate in that alternative arrangement; (2) request additional information from the customer; or (3) notify the customer that he or she does not meet the conditions in subsection (a). The District reserves the right to extend the customer documentation submission period at the District's discretion.

- (d) The District may discontinue water service if a customer who has been granted an alternative payment arrangement under this section fails to do any of the following for sixty (60) days or more:
 - (a) to pay his or her unpaid charges by the extended payment date;
 - (b) to pay any amount due under an alternative payment schedule or amortization agreement; or
 - (c) to pay his or her current charges for water service.

The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

4.6 Time of Discontinuation of Service. The District will not discontinue water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the District's office is not open to the public.

4.7 Restoration of Service. The District will provide customers whose water service has been discontinued information on how to restore residential service. Such information shall indicate that the customer may contact the District by telephone or in person regarding restoration of service. Restoration shall be subject to payment of: (a) any past-due amounts, including applicable interest or penalties; (b) any reconnection fees, subject to the limitations in Section 7.1, if applicable; (c) and a security deposit, if required by the District.

5. **Procedures to Contest or Appeal a Bill.**

5.1 Time to Initiate Complaint or Request an Investigation. A customer may initiate a complaint or request an investigation regarding the amount of a bill within fifteen (15) days of receiving a disputed bill. For purposes of this Section 5.1 only, a bill shall be deemed received by a customer five (5) days after mailing.

5.2 Review by District. A timely complaint or request for investigation shall be reviewed by a manager of the District, who shall provide a written determination to the customer. The review will include consideration of whether the customer may receive an extension, amortization, or alternative payment schedule under Section 6.

5.3 Appeal to Board of Directors. Any customer whose timely complaint or request for an investigation pursuant to this Section 5 has resulted in an adverse determination by the District may appeal the determination to the Board of Directors by filing a written notice of appeal with the General Manager within ten (10) business days of the District's mailing of its determination. Upon receiving the notice of appeal, the General Manager will set the matter to be heard at an upcoming Board of Directors meeting and mail the customer written notice of the time and place of the hearing at least ten (10) days before the meeting. The decision of the Board of Directors shall be final.

6. **Extensions and Other Alternative Payment Arrangements.**

6.1 Time to Request an Extension or Other Alternative Payment Arrangement. If a customer is unable to pay a bill during the normal payment period, the customer may request an extension or other alternative payment arrangement described in this Section 6. If a customer submits his or her request within twelve (12) days after the mailing of a written notice of discontinuation of service by the District, the request will be reviewed by a manager of the District. District decisions regarding extensions and other alternative payment

arrangements are final and are not subject to appeal to the Board of Directors.

6.2 Extension. If approved by the District, a customer's payment of his or her unpaid balance may be temporarily extended for a period not to exceed six (6) months after the balance was originally due. The District Manager or designee shall determine, in his or her discretion, how long an extension shall be provided to the customer. The customer shall pay the full unpaid balance by the date set by the District and must remain current on all water service charges accruing during any subsequent billing periods. The extended payment date will be set forth in writing and provided to the customer.

6.3 Alternative Payment Schedule or Amortization. If approved by the District, a customer may pay his or her unpaid balance pursuant to an alternative payment schedule or amortization that will not exceed twelve (12) months, as determined by the District Manager or designee, in his or her discretion. If approved, an alternative payment schedule may allow periodic lump-sum payments that do not coincide with the District's established payment date or may provide for payments made more or less frequently than the District's regular payment date. If amortization is approved, the unpaid balance will be divided by the number of months in the amortization period, and that amount will be added to the customer's monthly bills for water service until fully paid. During the period of the alternative payment schedule or amortization, the customer must remain current on all water service charges accruing during any subsequent billing periods. The alternative payment or amortization schedule and amounts due will be set forth in writing and provided to the customer.

6.4 Failure to Comply. If an original payment is at least sixty (60) days delinquent and a customer who has been granted an alternative payment arrangement fails to either:

- (a) pay his or her unpaid charges by the extended payment date; or
- (b) pay any amount due under an alternative payment schedule or amortization schedule, then the District may terminate water service. The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

6.5 Payment Reductions or Waivers. Low Income customers can apply for the District's Low- Income Rate Assistance Program giving a discount of 25% off the base rate.

7. **Specific Programs for Low-Income Customers.**

7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers who demonstrate to the District a household income below 200 percent of the federal poverty line, the District will:

- (a) Limit any reconnection fees during normal operating hours to fifty dollars (\$50), and during non-operational hours to one hundred fifty dollars (\$150). The limits will only apply if the District's reconnection fees actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.
- (b) Waive interest charges on delinquent bills once every 12 months. The District will apply the waiver to any interest charges that are unpaid at the time of the customer's request.

7.2 Qualifications. The District will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

8. **Procedures for Occupants or Tenants to Become Customers of the District.**

8.1 Applicability. This Section 8 shall apply only when the property owner, landlord, manager, or operator of a residential service address is listed as the customer of record and has been issued a notice of intent to discontinue water service due to nonpayment.

8.2 Agreement to District Terms and Conditions of Service. The District will make service available to the actual residential occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the

District's rules and regulations. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively discontinuing service to those occupants who have not met the requirements of the District's rules and regulations, the District shall make service available to the occupants who have met those requirements.

8.3 Verification of Tenancy. To be eligible to become a customer without paying the amount due on the delinquent account, the occupant shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the District.

8.4 Methods of Establishing Credit. If prior service for a period of time is a condition for establishing credit with the District, residence and proof of prompt payment of rent for that period of time is a satisfactory equivalent.

9. **Procedures for Returned Checks.**

9.1 Notification of Disposition of Returned Check. Upon receipt of a returned check taken as payment of water service or other charges, the District will consider the account not paid. The District will make a reasonable, good faith effort to notify the customer by phone or email of the returned check. A 48-hour notice of termination of service due to a returned check will be generated. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. If the District is unable to make contact by text, phone, or email, a good faith effort will be made to visit the residence and leave a notice of termination of service.

Water service will be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the notice of termination. All amounts paid to redeem a returned check and to pay the returned check charge must be in cash, credit card or certified funds.

9.2 Returned Checks for Previously Disconnected Service.

In the event a customer tenders a non-negotiable check as payment to restore water service previously disconnected for non-payment and the District restores service, the District may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a non-negotiable check tendered for payment of water charges that were subject to discontinuance.

Any customer issuing a non-negotiable check as payment to restore service turned off for nonpayment will be required to pay cash, credit card or certified funds to restore future service disconnections for a period of 12 months from the date of the returned payment.

10. **Language for Certain Written Notices.** All written notices under Section 4 shall be provided in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent (10%) or more people within the District's service area.

11. **Other Remedies.** In addition to discontinuation of water service, the District may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the District, the District shall be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

12. **Discontinuation of Water Service for Other Customer Violations.** The District reserves the right to discontinue water service for any violations of District ordinances, rules, or regulations other than nonpayment.

AGENDA ITEM 8.G.

Attachment 2

SB 998



Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

- (a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
- (b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
- (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
- (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
- (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
- (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

- (a) "Board" means the State Water Resources Control Board.
- (b) "Public water system" has the same meaning as defined in Section 116275.
- (c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

- (1) A plan for deferred or reduced payments.
- (2) Alternative payment schedules.
- (3) A formal mechanism for a customer to contest or appeal a bill.
- (4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

AGENDA ITEM 8.G.

Attachment 3

Ordinance 1982-01

ORDINANCE 82-1

AN ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS FOR WATER SERVICE BY AND WITHIN THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT AND REPEALING ORDINANCE NOS. 77-10, 79-1, AND 81-1 RELATING TO SUCH RATES, RULES AND REGULATIONS

WHEREAS, the public interest, convenience and necessity requires that the provisions of the following ordinances heretofore adopted by the Board of Directors of the Georgetown Divide Public Utility District be consolidated, changed in certain respects, to wit: Ordinance 77-10, An Ordinance Establishing Rates, Rules, and Regulations for Water Service By and Within the Georgetown Divide Public Utility District and Repealing Ordinance Nos. 72-4, 74-7, 75-2, 75-4, 76-3, 77-4 and 77-5 Relating to Such Rates, Rules and Regulations, adopted on October 13, 1977; Ordinance 79-1, An Ordinance Amending Ordinance 77-10, An Ordinance Establishing Rates, Rules and Regulations for Water Service By and Within the Georgetown Divide Public Utility District, and Repealing Ordinance Nos. 72-4, 74-7, 75-2, 75-4, 76-3, 77-4, and 77-5 Relating to Such Rates, Rules and Regulations, by Amending Article 16 Thereof Relating to Pipeline and Storage Benefit Charges, adopted on February 16, 1979; and Ordinance 81-1, An Ordinance Establishing Rates, Rules and Regulations for Water Service By and Within the Georgetown Divide Public Utility District, and Repealing Ordinance Nos. 77-10, and 79-1 Relating to Such Rates, Rules and Regulations, adopted on February 4, 1981;

NOW, THEREFORE, BE IT ENACTED by the Board of Directors of the Georgetown Divide Public Utility District, El Dorado County, California, as follows:

ARTICLE 1 - DEFINITIONS

For the purpose of this Ordinance, the terms used herein are defined as follows:

Sec. 1-1. Applicant is the person making application for water service and shall be the owner of premises to be served by the water facilities for which such service is requested, or his authorized agent.

Sec. 1-2. Board is the Board of Directors of the District.

Sec. 1-3. Building is any structure used for human habitation or a place of business, recreation or other purpose containing water facilities.

Sec. 1-4. Contractor is an individual, firm, corporation, partnership or association duly licensed by the State of California to perform the type of work to be done under the permit and shall be the owner or his agent.

Sec. 1-5. Cost means the cost of labor, material, transportation, supervision, engineering, and all other necessary overhead expenses.

Sec. 1-6. County is the County of El Dorado.

Sec. 1-7. Cross-Connection means any physical connection between the piping system from the District service and that of any other water source whereby water from said other source may be forced or drawn from said other source or that of any other water supply into the District distribution mains.

Sec. 1-8. Distribution Mains means water lines in streets, highways, alleys and easements used for public fire protection or for general distribution of water for irrigation, industrial and municipal purposes.

Sec. 1-9. District means Georgetown Divide Public Utility District.

Sec. 1-10. District Inspector is the Inspector acting for the Board, and may be the Manager, the District Engineer or Inspector appointed by the Board.

Sec. 1-11. Engineer is the Engineer appointed by and acting for the Board, and shall be a Registered Civil Engineer.

Sec. 1-12. Owner means the person owning the fee, or the person in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's Office, or the person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian, or trustee of the owner.

Sec. 1-13. Permit is any written authorization required pursuant to this or any other rule, regulation, or ordinance of District for the installation of any water works.

Sec. 1-14. Person is any human being, firm, company, partnership, association, and private, public, or municipal corporation, the United States of America, the State of California, districts, and all political subdivisions governmental agencies and mandatories thereof.

Sec. 1-15. Pipeline Benefit Charge means a charge for pipeline benefits for a lot or parcel of real property under one ownership.

Sec. 1-16. Storage Benefit Charge means a charge for storage benefit for a lot or parcel of real property under one ownership.

Sec. 1-17. Single Family Residential Premises means a lot or parcel of real property under one ownership which includes one or more separate single family residential structures.

Sec. 1-18. Commercial or Multi-Family Residential Premises means a lot or parcel of real property under one ownership which includes one or more apartment houses, motels, office buildings, commercial buildings, and structures of like nature.

Sec. 1-19. Public Fire Protection Service means the services and facilities of the entire water supply, storage, and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.

Sec. 1-20. Regular Water Service means water service and facilities rendered for normal domestic and commercial purposes on a permanent basis, and the water available therefor.

Sec. 1-21. Service Connection Charge means the benefit entitlement of the lot or parcel of real property to a connection from the water main line to the limits of the road or easements in which the pipelines are located.

Sec. 1-22. Service or Service Connection means the pipeline and appurtenant facilities such as the curb stop, curb cock or valve used to extend water service from a distribution main to premises, but exclusive of the meter and meter box. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

Sec. 1-23. Single Family Unit means the water capacity normally needed to serve a single family residential unit or the equivalent water usage for buildings used for purposes other than single family residences. SFU means Single Family Unit.

Sec. 1-24. Street is any public highway, road, street, avenue, alley, way, easement, or right of way.

Sec. 1-25. Treatment Plant Connection Benefit Charge means a treatment plant capacity charge for benefits to a lot or parcel of real property under one ownership.

Sec. 1-26. Water Department means the Board of Directors of the District performing functions related to the District water service, together with the General Manager, the Water Superintendent, the Office Manager, and other duly authorized representatives.

ARTICLE 2 - GENERAL PROVISIONS

Sec. 2-1. Effective Area. Except as herein otherwise expressly provided, this ordinance shall apply to and be effective within the boundaries of the District.

Sec. 2-2. Rules and Regulations. The following rules and regulations respecting water construction and provision of water and connection to the water supply, storage, and distribution facilities of District are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise.

Sec. 2-3. Purpose. This Ordinance is intended, among other things, to provide certain minimum standards, provisions, and requirements for design, methods of construction, and use of materials in water facilities and water service connections hereafter installed, altered, or repaired, and with respect thereto shall not apply retroactively, that is, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein.

Sec. 2-4. Short Title. This Ordinance shall be known and may be cited as "Georgetown Divide Public Utility District Water Ordinance."

Sec. 2-5. Words and Phrases. For the purpose of this Ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

Sec. 2-6. Pressure Conditions. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distribution system at the

location of the proposed service connection, and to hold the District harmless from any damages arising out of low pressure or high pressure water service conditions or from any interruptions in service.

Sec. 2-7. Maintenance of Water Pressure and Shutting Down for Emergency Repairs. The Board shall not accept any responsibility for the maintenance of pressure and it reserves the right to discontinue service while making repairs, replacements, and connections or performing other work in the operation of the water system. Consumers dependent upon a continuous supply should provide emergency storage.

Sec. 2-8. Tampering with District Property. No one, except an employee or representative of the Board, shall at any time in any manner operate the curb cocks or valves, main cocks, gates or valves of the District's water system, or interfere with meters or their connections, street mains, or other parts of the water system.

Sec. 2-9. Penalty for Violation. For the failure of the customer to comply with all or any part of this Ordinance, and any ordinance, resolution, or order fixing rates and charges of this District, a penalty for which has not hereafter been specifically fixed, the customer's service shall be discontinued and the water shall not be supplied such customer until he shall have complied with the rule or regulation, rate or charge which he has violated, or in the event that he cannot comply with said rule or regulation, until he shall have satisfied the District that in the future he will comply with all the rules and regulations established by ordinance of the District and with all rates and charges of this District. In addition thereto, he shall pay the District the sum of Ten Dollars (\$10.00) for renewal of his service.

Sec. 2-10. Ruling Final. All rulings of the Board shall be final. All rulings of the General Manager shall be final, unless appealed in writing to the Board within five (5) days. When appealed, the Board's ruling shall be final.

Sec. 2-11. Relief on Application. When any person, by reason of special circumstances, is of the opinion that any provision of this

Ordinance is unjust or inequitable as applied to his premises, he may make written application to the Board, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his premises.

If such application be approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

Sec. 2-12. Relief on Own Motion. The Board may, on its own motion, find that by reason of special circumstances any provision of this regulation and ordinance should be suspended or modified as applied to a particular premises and may, by resolution, order such suspension or modification for such premises during the period of such special circumstances, or any part thereof.

Sec. 2-13. Separability. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the application thereof to any person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared to be unconstitutional.

ARTICLE 3 - WATER DEPARTMENT

Sec. 3-1. Creation. A Water Department has been heretofore created comprising the Directors and the following positions, to wit: The General Manager, a Water Superintendent, a District Inspector, and an Office Manager. The same person may be appointed to any or all of said positions. They shall be appointed to serve at the pleasure of the Board. If the same person is appointed General Manager and any other position, then said person shall be known as the General Manager and shall assume

and execute all the duties and responsibilities of each of the positions to which he is appointed.

Sec. 3-2. Plumbing, Water Facility, Inspection, Compensation.

The Board of said District shall employ the District Engineer or such other person as may be designated by the Board to perform the duties of inspecting the installation, connection, maintenance, and use of all water facilities in said District, to be known as the District Inspector. He shall receive, as compensation for his services for making inspections required to be made by the ordinances, orders, and regulations from time to time enacted and ordered by said Board, a sum to be fixed by the Board. He shall serve during the pleasure of the Board.

Sec. 3-3. General Manager. The General Manager shall have full charge and control of the maintenance, operation and construction of the water works and system. He shall, with the consent and approval of the Board, have authority to employ and discharge all employees and assistants. He shall prescribe the duties of employees and assistants. He shall perform such other duties as are imposed from time to time by the Board, and shall report to the Board in accordance with the rules and regulations adopted by the Board.

Sec. 3-4. Water Superintendent - Duties. The Water Superintendent shall regularly inspect all physical facilities related to the District's water system, to see that they are in good repair and proper working order, and to note violations of any water regulations.

Sec. 3-5. Engineer, Inspector or Water Superintendent - Supervision. The Engineer, Inspector or Water Superintendent shall supervise all repair or construction work authorized by the Board, and perform any other duties prescribed elsewhere in this Ordinance or which shall be hereafter prescribed by the Board.

Sec. 3-7. Office Manager. The position of Office Manager is hereby created. He shall have charge of the office of the District and of the billing for and collecting the charges herein provided. He

shall perform such other duties as shall be determined by the General Manager.

Sec. 3-8. Id. - Duties. The Office Manager shall compute, prepare, and mail bills as hereinafter prescribed, make and deposit collections, maintain proper books of account, collect, account for, and refund deposits, do whatever else is necessary or directed by the District Auditor to set up and maintain an efficient and economical bookkeeping system, and perform any other duties now or hereafter prescribed by the Board.

Sec. 3-9. Performance of Duties. The foregoing duties of Engineer, Inspector, Water Superintendent, and Office Manager may be performed by existing District personnel or by an additional employee or employees or agent thereof.

Sec. 3-10. Compensation. The General Manager, Engineer, Inspector, Water Superintendent, and Office Manager shall receive such compensation as is prescribed by the Board.

ARTICLE 4 - NOTICES

Sec. 4-1. Notices to Customers. Notices to a water customer from the District will normally be given in writing, and either delivered or mailed to him at his last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone or messenger.

Sec. 4-2. Notices from Customers. Notice from the customer to the District may be given by him or his authorized representative in writing, at the District's operating office. Where conditions warrant and in emergencies, the customer may resort to notification either by telephone or messenger.

ARTICLE 5 - STANDARD DISTRICT SPECIFICATIONS

Sec. 5-1. Design and Construction Standards. Minimum standards for the design and construction of water facilities within the

District shall be in accordance with the applicable provisions of the ordinances, rules and regulations, and with the STANDARD DISTRICT SPECIFICATIONS for District heretofore or hereafter adopted by the District, copies of which are on file in the District office. The District or the District Engineer may permit modifications or may require higher standards where unusual conditions are encountered.

Two complete sets of "as built" drawings showing the actual location of all mains, valves, fire hydrants, house services, meters, if any, and appurtenances shall be filed with the District before final acceptance of the work.

ARTICLE 6 - APPLICATION FOR REGULAR WATER SERVICE -
WHERE NO MAIN EXTENSION REQUIRED

Sec. 6-1 Application for Water Service. Applications for regular water service, where no main extension is required, shall be made on the form of application approved by the Board from time to time.

Sec. 6-2. Undertaking of Applicant. Such application shall signify the customer's willingness and intention to comply with this and other ordinances or regulations relating to water service and to make payment for water service required.

Sec. 6-3. Payment for Previous Service. An application shall not be honored unless payment in full has been made for water service previously rendered to the applicant by the District.

Sec. 6-4. Installation of Services. Water services will be installed at the location and of the size determined by the Water Department. Service installations will be made only to property abutting on public streets or abutting on such distribution mains as may be constructed in alleys or easements, at the convenience of the Water Department. Services installed in new subdivisions prior to the construction of streets or in advance of street improvement must be accepted by the applicant in the installed location.

Section 6-5. Service Connections. Service connections will be installed in accordance with applicable provisions of Article 8.

ARTICLE 7 - GENERAL USE REGULATIONS

Sec. 7-1. Number of Services per Single Family Residential Premises. The applicant may apply for as many services as may reasonably be required for his single family residential premises, provided that the pipeline system for each single family residence shall be independent of the other single family residences on said premises and that they shall not be inter-connected.

Sec. 7-2. Supply to Separate Single Family Residential Structures. Each single family residence for which the application for water service is hereafter made, shall have a separate service connection, including a separate meter.

Sec. 7-3. Supply to Separate Commercial or Multi-Family Residential Premises. Each separate commercial or multi-family residential building for which application for a separate water service is hereinafter made, shall have a separate service connection, including a separate meter. Application for water service for more than one commercial or multi-family residential building on one lot or parcel of real property under one ownership shall have a separate service connection, including a separate meter, for all of the buildings under one application for water service.

Sec. 7-4. Number of Services Per Commercial or Multi-Family Residential Premises. The applicant may apply for as many services as may reasonably be required for his commercial or multi-family residential premises. The pipeline system from each service shall be independent of the others and they may not be inter-connected. One service with sufficient equivalent single family unit capacity may provide all of the service to any or all of the structures on the commercial or multi-family residential premises.

Sec. 7-5. Water Waste. No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used on a customer's premises, seriously affecting the general service, the

District may discontinue the service if such conditions are not corrected within five (5) days after giving the customer written notice.

Sec. 7-6. Responsibility for Equipment on Customer Premises.

All facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired, or replaced by the Water Department without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made for placing or maintaining said facilities on private property. No persons shall place or permit the placement of any object in a manner which will interfere with the free access to a meter box or will interfere with the reading of a meter.

Sec. 7-7. Changes in Customer's Equipment. Customers making any material changes in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the District written notice of the nature of the change, and, if necessary, amend their application.

Sec. 7-8. Damage to Water System Facilities. The customer shall be liable for any damage to the District-owned customer water service facilities when such damage is from causes originating on the premises by an act of the customer or his tenants, agents, employees, contractors, licensees, or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The District shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

Sec. 7-9. Ground Wire Attachments. All persons are forbidden to attach any ground wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the District unless such plumbing is adequately connected to an effective driven ground installation on the premises. The District will hold the customer

liable for any damage to its property occasioned by such ground wire attachments.

Sec. 7-10. Cross Connections. The customer must comply with the state and federal laws governing the separation of dual water systems or installations of backflow protective devices to protect the public water supply from the danger of cross-connections. Backflow protective devices must be installed as near the service as possible and shall be open to test and inspection by the Water Department. Plans for installation of backflow protective devices must be approved by the Water Department prior to installation.

In special circumstances, when the customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, the District may require the customer to eliminate certain plumbing or piping connections as an additional precaution and as a protection of the backflow preventive devices.

As a protection to the customer's plumbing system, a suitable pressure relief valve must be installed and maintained by him, at his expense, when check valves or other protective devices are used. The relief valve shall be installed between the check valves and the water heater.

Whenever backflow protection has been found necessary on a water supply line entering a customer's premises, then any and all water supply lines from the District's mains entering such premises, buildings, or structures shall be protected by an approved backflow device, regardless of the use of the additional water supply line.

The double check valve or other approved backflow protection devices may be inspected and tested periodically for water tightness by the District. The devices shall be serviced, overhauled, or replaced whenever they are found defective and all costs of repair and maintenance shall be borne by the customer.

The service of water to any premises may be immediately discontinued by the District if any defect is found in the check valve

installation or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Service will not be restored until such defects are corrected.

Sec. 7-11. Interruptions in Service. The District shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the Water Department to make improvements and repairs. Whenever possible, and as time permits, all customers affected will be notified prior to making such shutdowns. The District will not be liable for interruption, shortage, or insufficiency of supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war, or any other cause not within its control.

Sec. 7-12. Ingress and Egress. Representatives from the Water Department shall have the right of ingress and egress to the customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of water service.

ARTICLE 8 - METERS AND METERED SERVICE CONNECTIONS

Sec. 8-1. District Property. All services shall be metered. The service connection, whether located on public or private property, is the property of the District, and the District reserves the right to repair, replace and maintain it as well as to remove it upon discontinuance of service.

Sec. 8-2. Meters. When an application for service is granted under Article 6, the District will install the meter and meter box. A 5/8 x 3/4-inch meter will be furnished without charge. The applicant will pay a \$60 fee for the cost of installation. If the applicant desires a larger meter, the applicant shall pay the difference in cost between a 5/8 x 3/4-inch meter and that requested plus installation cost.

Only duly authorized employees or agents of the District will be permitted to install a meter and meter box.

Sec. 8-3. Meter Installations. Meters will be installed at the curb or within the easement, and shall be owned by the District and installed and removed at its expense after payment of the charges established therefor. No rent or other charge will be paid by the District for a meter or other facilities, including housing and connections, located on a customer's premises. All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by one of its authorized employees.

Sec. 8-4. Change in Location of Meters. Meters may be relocated only if approved by the Board upon application. All cost of relocation shall be borne by the applicant.

Sec. 8-5. Location of Meters. The District reserves the right to determine the location of meters with respect to the boundaries of the premises to be served. The installation including the meter, shall be the property of the District. The service between the meter and the building served by the installation shall be the property of the customer and shall be maintained by the customer at his expense.

Sec. 8-6. Size of Meter. The size of the meter shall be determined by the size of the service connection requested by the applicant. These sizes shall be as follows: 5/8 x 3/4-inch, 25 GPM; 1 inch, 50 GPM; 1-1/2 inch, 100 GPM; 2 inch, 160 GPM; 3 inch, 350 GPM. GPM means gallons per minute."

Sec. 8-7. Curb Cock. Every service connection installed by the District shall be equipped with a curb cock or wheel valve. On metered services, the valve is to be on the customer's side of the service installation, as close as is practicable to the meter location. Such valve or curb cock is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the curb cock or wheel valve is damaged by the consumer's use to an extent requiring replacement, such replacement shall be at the consumer's expense.

Sec. 8-8. Meter Tests - Deposit. If a customer desires to have the meter serving his premises tested, he shall first deposit Ten Dollars (\$10.00). Should the meter register more than two percent (2%) fast, the deposit will be refunded, but should the meter register less than two percent (2%) fast, the deposit will be retained by the Water Department.

Sec. 8-9. Adjustment for Meter Errors - Fast Meters. If a meter, tested at the request of a customer pursuant to Sec. 8-8, is found to be more than two percent (2%) fast, the excess charges for the time service was rendered the customer requesting the test, or for a period of six months, whichever shall be the lesser, shall be refunded to the customer.

Sec. 8-10. Adjustment for Meter Errors - Slow Meters. If a meter, tested at the request of a customer pursuant to Sec. 8-8, is found to be more than twenty-five percent (25%) slow, in the case of domestic service, or more than five percent (5%) slow, for other than domestic services, the District may bill the customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six months, that the meter was in use.

Sec. 8-11. Non-Registering Meters. If a meter is found to be not registering, the charges for service shall be at the minimum monthly rate or based on the estimated consumption, whichever is greater. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the Water Department and its decision shall be final.

ARTICLE 9 - BILLING

Sec. 9-1. Billing Period. The regular billing period will be monthly, bi-monthly, or quarterly at the option of the District. The District may bill such charges with other charges for services rendered by the District.

Sec. 9-2. Meter Reading. Meters will be read, as nearly

as possible, on the same day of each billing period. Bills for periods containing less than ninety percent (90%) of a full billing period will be prorated.

Sec. 9-3. Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be prorated both as to minimum charges and quantity blocks. If the total period for which service is rendered is less than one month, the bill shall not be less than the monthly minimum charge applicable. Closing bills may be estimated by the Water Department for the final period as an expediency to permit the customer to pay the closing bill at the time service is discontinued.

Sec. 9-4. Charges. All charges are due and payable at the office of the District on the date of mailing the bill to the property owner or his agent as designated in the application or otherwise, and delinquent 30 days after the Post Office cancellation date. Service may be discontinued without further notice if payment is not made by the delinquent date.

Sec. 9-5. Payment of Bills. Bills for metered water service shall be rendered at the end of each billing period. Flat rate service and all standby or facilities charges shall be billed in advance. Bills shall be payable on presentation. On each bill rendered by the District shall be printed substantially the following: "If this bill is not paid within thirty (30) days after the Post Office cancellation date, service may be discontinued. A reconnection charge and penalties will be made and collected prior to renewing service following a discontinuance. Delinquent standby or facilities charges can become a lien on your property and may be collected on the county tax rolls."

Sec. 9-6. Water Used Without Regular Application Being Made. A person taking possession of premises and using water from an active service connection, without having made application to the District for water service, shall be held liable for the water delivered from the date

of the last recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated. If proper application for water service is not made upon notification to do so by the District, and if accumulated bills for service are not paid immediately, the service may be discontinued by the District without further notice.

Sec. 9-7. Damages Through Leaking Pipes and Fixtures. When turning on the water supply as requested and the house or property is vacant, the District will endeavor to ascertain if water is running on the inside of the building. If such is found to be the case, the water will be left shut off at the curb cock on the inlet side of the meter. The Board's jurisdiction and responsibility ends at the meter and the Board will, in no case, be liable for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes beyond the meter.

Sec. 9-8. Damage to Meters. The Board reserves the right to set and maintain a meter on any service connection. The water consumer shall be held liable, however, for any damage to the meter due to his negligence or carelessness and, in particular, for damage caused by hot water or steam from the premises.

ARTICLE 10 - DISCONTINUANCE OF SERVICE

Sec. 10-1. Disconnection for Non-payment. Service may be discontinued for non-payment of bills on or after the thirtieth day following the date of Post Office cancellation. At least five (5) days prior to such discontinuance, the customer will be sent a final notice informing him that discontinuance will be enforced if payment is not made within the time specified in said notice. The failure of the District to send, or any such person to receive, said notice shall not affect the District's power hereunder. A customer's water service may be discontinued if water service furnished at a previous location is not paid for within the time herein fixed for the payment of bills. If a customer receives water service at more than one location and the bill for service at any one location is not paid within the time provided for payment, water service at all locations may be turned off. Water

service will also be turned off for non-payment of bills rendered under Ordinance No. 71-3.

Sec. 10-2. Charges a Debt. Failure to receive a bill does not relieve an owner or consumer of liability. Any amount due shall be deemed a debt to the District, and any person, firm, or corporation failing, neglecting or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court of competent jurisdiction for the amount thereof.

Sec. 10-3. Reconnection Charge. A reconnection charge of Ten Dollars (\$10.00) plus penalties as provided in Sec. 11-1 will be made and collected prior to renewing service following a discontinuance.

Sec. 10-4. Unsafe Apparatus. Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

Sec. 10-5. Cross-Connections. Water service may be refused or discontinued to any premises where there exists a cross-connection in violation of state or federal laws or this Ordinance.

Sec. 10-6. Fraud or Abuse. Service may be discontinued, if necessary, to protect the District against fraud or abuse.

Sec. 10-7. Non-compliance with Regulations. Service may be discontinued for non-compliance with this or any other ordinance or regulation relating to the water service to customer by District.

Sec. 10-8. Continuing Liability. The customer shall be liable for minimum use charges whether or not any water is used. The property remains liable for water standby or facilities charges in any event.

ARTICLE 11 - COLLECTION BY SUIT

Sec. 11-1. Penalty. Rates and charges which are not paid on or before the day of delinquency shall be subject to a penalty of ten percent (10%) and thereafter shall be subject to a further penalty of one-half of one percent (1/2 of 1%) per month on the first day of each month following.

Sec. 11-2. Suit. All unpaid rates and charges and penalties herein provided may be collected by suit.

Sec. 11-3. Costs. Defendant shall pay all costs of suit, including reasonable attorney fees, in any judgment rendered in favor of District.

ARTICLE 12 - PUBLIC FIRE PROTECTION

Sec. 12-1. Use of Fire Hydrants. Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the Water Department prior to use and shall operate the hydrant in accordance with instructions issued by the Water Department. Unauthorized use of hydrants will be prosecuted according to law.

Sec. 12-2. Moving of Fire Hydrants. When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desires a change in the size, type, or location of the hydrant, he shall bear all costs of such changes, without refund. Any change in the location of a fire hydrant must be approved by the proper authority.

Sec. 12-3. Water Pressure and Supply. The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

ARTICLE 13 - SPECIAL PROVISIONS

Sec. 13-1. Pools and Tanks. When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the District prior to taking such water. Water to be used for other than domestic purposes, such as

swimming pools and tanks, will be supplied only through a meter and filter system approved by the State Board of Health. All meters, lines, checks, filters, and appurtenances are to be furnished and installed by customer, under the supervision of the Water Superintendent. The system is to be open for inspection by the Water Superintendent at all times.

Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other consumers are not inconvenienced thereby.

Sec. 13-2. Responsibility for Equipment. The customer shall, at his own risk and expense, furnish, install, and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing water, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment or the negligence or wrongful act of the customer or of any of his tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, operating, or interfering with property caused by faucets, valves, and other equipment that are open when water is turned on at the meter, either originally or when turned on after a temporary shutdown.

Sec. 13-3. Service Connections. The service connections, extending from the water main to the boundary of the road or public easement right of way in which the water main is situate, and the meter, meter box, and curb cock or wheel valve, shall be maintained by the District. All pipes and fixtures extending or lying beyond the boundary of said road or easement right of way shall be installed and maintained by the owner of the property.

ARTICLE 14 - RATES

Sec. 14-1. Rate Resolution. Charges for the use of water within Improvement District shall be prescribed by the Board by resolution, which may be amended from time to time within the limits established by any bond proceedings. Such resolution shall be on file in the

office of the Secretary and copies thereof shall be available on request.

Sec. 14-2. Special Charges. At the time of making a new service connection to the District water system from any parcel of land and/or an increase in the size of an existing service connection to said water system from any parcel of land the special charges which are applicable thereto pursuant to the provisions of Articles 15, 16 and 17 of this Ordinance shall be paid prior to the making thereof. Payment of such charges shall entitle such parcel only to the limited benefits covered by the charges paid, and thereafter water service to such parcel shall remain subject to all of the provisions of said Articles 15, 16 and 17. The portions of such charges which represent treatment plant benefit charges and pipeline and storage benefit charges, respectively, shall be placed in the special funds, respectively, and used only for the special purposes, respectively, provided in said Articles 15 and 16.

Sec. 14-3. Payment of Special Charges By Special Assessments.

In the event the Board has heretofore included or hereafter includes any parcels of land within the boundaries of an improvement district formed for the purpose of acquiring, constructing and financing by special assessments, in whole or in part, water facilities to serve such parcels, the confirmation and levy by the Board of an assessment in the proceedings to form such improvement district shall constitute payment of the special charges applicable to such parcels, respectively, pursuant to the provisions of Articles 15, 16 and 17 of this Ordinance insofar as and to the extent that the individual assessments levied on such parcels, respectively, include amounts for the special charges provided for in said Articles 15, 16 and 17.

Sec. 14-4. Payment of special charges for parcels of land outside of improvement districts, as provided for and contemplated by Articles 15, 16 and 17 of this Ordinance, either by special assessments levied in other improvement districts or otherwise, shall confer on such

parcels only the limited rights of service and use in the facilities of the improvement district to which such charges relate as are covered by said special charges so paid.

ARTICLE 15 - TREATMENT PLANT BENEFIT CHARGES

Sec. 15-1. Georgetown-Buckeye Treatment Plant. Any parcel for which a treatment plant benefit charge has not been assessed or otherwise paid for in an amount sufficient (at the rate applicable thereto at the time of any assessment or payment for such benefit) to cover the single family unit capacity attributable to a new connection to the portion of the District water system regularly served by the treatment plant constructed in the proceedings for Georgetown-Buckeye Water Improvement District, Assessment District 1971-1, and/or an increase in the size of an existing connection to said portion of said water system shall pay, prior to receiving such new connection or such increase in size of an existing connection, the amount of \$250.00 for each unpaid for single family unit capacity attributable to such connection or increase in size of connection, on the basis of the following table:

<u>Size of Connection</u>	<u>Attributable Capacity</u>
5/8 x 3/4 inch	1 single family unit
1 inch	2 single family units
1-1/2 inch	5 single family units
2 inch	10 single family units
3 inch	20 single family units

All such treatment plant connection benefit charges collected pursuant to this Ordinance shall be placed in a special fund entitled "Treatment Plant Benefit Charges - Georgetown-Buckeye Treatment Plant". The proceeds of said fund shall be credited annually or at such other periods as the Board may prescribe by resolution upon the assessments levied upon all of the parcels of property within the boundaries of Georgetown-Buckeye Water Improvement District, Assessment District 1971-1, until the total amount of treatment plant benefit charges assessed and collected under this section of this Ordinance or Ordinance No. 75-2 (An

Ordinance Providing for Water Service by the Georgetown Divide Public Utility District to Parcels of Land Outside the Boundaries of Georgetown-Buckeye Water Improvement District, Assessment District 1971-1, and Establishing Rates, Rules and Regulations Therefore; and Amending Section 15-1 and Deleting Article 20 of Ordinance No. 72-4, An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Georgetown Divide Public Utility District Within the Boundaries of Georgetown-Buckeye Water Improvement District, Assessment District 1971-1), or Ordinance No. 76-3 (An Ordinance Amending Section 15-1 of Ordinance No. 72-4 (As said Section Was Amended by Ordinance No. 75-2), Entitled An Ordinance Establishing Rates, Rules, and Regulations for Water Service by the Georgetown Divide Public Utility District Within the Boundaries of Georgetown-Buckeye Improvement District, Assessment District 1971-1) or Ordinance 77-10 (An Ordinance Establishing Rates, Rules and Regulations for Water Service by and Within the Georgetown Divide Public Utility District, and Repealing Ordinance Nos. 72-4, 74-7, 75-2, 75-4, 76-3, 77-4, 77-5, Relating to Such Rates, Rules and Regulations) shall equal \$43,569.26. Thereafter, the proceeds from treatment plant benefit charges assessed and collected under said ordinances (in excess of said \$43,569.26) shall be accumulated and used only for expansion and/or improvements of the treatment plant constructed in the proceedings for Georgetown-Buckeye Water Improvement District, Assessment District 1971-1.

Sec. 15-2. Auburn Lake Trails Treatment Plant. Any parcel of land for which a treatment plant benefit charge has not been assessed or otherwise paid for in an amount sufficient (at the rate applicable thereto at the time of any assessment or payment for such benefit) to cover the single family unit capacity attributable to a new connection to the portion of the District water system regularly served by the treatment plant constructed in the proceedings for Improvement District No. U-1, and/or an increase in the size of an existing connection to said portion

of said water system shall pay, prior to receiving such new connection or such increase in size of an existing connection, the amount of \$350.00 for each unpaid for single family unit capacity attributable to such connection or increase in size of connection, on the basis of the following table:

<u>Size of Connection</u>	<u>Attributable Capacity</u>
5/8 x 3/4 inch	1 single family unit
1 inch	2 single family units
1-1/2 inch	5 single family units
2 inch	10 single family units
3 inch	20 single family units

All such treatment plant benefit charges collected pursuant to this section of this Ordinance or Ordinance No. 77-4 (An Ordinance Establishing Rates, Rules, and Regulations for Water Service by the Georgetown Divide Public Utility District Within the Boundaries of Greenwood Water Improvement District, Assessment District 1977-1) or Ordinance No. 77-10 (An Ordinance Establishing Rates, Rules and Regulations for Water Service By and Within the Georgetown Divide Public Utility District, and Repealing Ordinance Nos. 72-4, 74-7, 75-2, 75-4, 76-3, 77-4 and 77-5 Relating to Such Rates Rules and Regulations) shall be placed in a special fund entitled "Treatment Plant Benefit Charges - Auburn Lake Trails Treatment Plant" and used only for expansion and/or improvement to said treatment plant.

ARTICLE 16 - PIPELINE AND STORAGE BENEFIT CHARGES

Sec. 16-1. Amount. Prior to connection to the District water system of any building located within the District, except buildings within Improvement Districts U-1 or U-2, and for which pipeline and storage benefit charges were not assessed for such building in the proceedings for a water improvement district or otherwise paid for in the amount applicable thereto at the time of any assessment or payment for such benefit, said charges shall be paid in the amounts of: Pipeline - \$300.00 per building; Storage - \$350.00 per building. Notwithstanding the foregoing provisions of this section, said pipeline charge shall be deemed paid for the first such building connected or to be connected to the District water system for each separate parcel of land which existed at the time of construction of the water main to which such building is connected, if the owner of such parcel shared in the cost of said water main by

payment of all or a portion of the cost of said main.

Sec. 16-2. Special Funds. All pipeline and storage benefit charges collected pursuant to this Ordinance or Ordinance No. 72-4 (An Ordinance Establishing Rates, Rules, and Regulations for Water Service by the Georgetown Divide Public Utility District Within the Boundaries of Georgetown-Buckeye Water Improvement District, Assessment District 1971-1), 75-4 (An Ordinance Establishing Rates, Rules, and Regulations for Water Service by the Georgetown Divide Public Utility District Within the Boundaries of Garden Valley Water Improvement District, Assessment District 1975-1), 77-4 (An Ordinance Establishing Rates, Rules, and Regulations for Water Service by the Georgetown Divide Public Utility District Within the Boundaries of Greenwood Water Improvement District, Assessment District 1977-1), and Ordinance 77-10 (An Ordinance Establishing Rates, Rules, and Regulations for Water Service by and Within the Georgetown Divide Public Utility District, and Repealing Ordinance Nos. 72-4, 74-7, 75-2, 75-4, 76-3, 77-4, and 77-5 Relating to Such Rates, Rules, and Regulations) shall be placed in separate special funds, one such fund for each water improvement district or separate area within a water improvement district. The names of each of said funds shall include the designation "Pipeline Benefit Fund" and "Storage Benefit Fund" and the name of the water improvement district or separate area within a water improvement district. The "Pipeline Benefit Charge" and the "Storage Benefit Charge" collected for a building shall be placed in the fund for the water improvement district or the separate area within a water improvement district within which is the water main to which the building is connected.

Monies in each of said funds, respectively, shall be used only for maintenance and/or extension of water mains, and/or maintenance and/or expansion or construction of storage facilities of benefit to parcels of land served by the acquisitions and improvements made for the water improvement districts or separate areas within a water improvement district, the names of which are included in the names of such funds.

ARTICLE 17 - SERVICE CONNECTION CHARGES

Sec. 17-1. Amount. Prior to the making of a new connection or increasing the size of an existing connection to the District water system for which a service connection charge has not been paid, by special

assessment therefore in proceedings for a water improvement district, or otherwise, a service connection charge shall be paid. The amount thereof shall be (a) the actual costs of constructing a new or larger service line from the water distribution main to the boundary of the road easement in which such main is located, if same is required, or (b) the amount set forth in the following table for the size of the new connection or the size to which an existing connection is increased, to wit:

<u>Size of Service Connection</u>	<u>Meter Capacity (GPM)</u>	<u>Amount of Charge</u>
5/8 x 3/4 inch	25	\$350.00
1 inch	50	\$365.00
1-1/2 inch	100	\$430.00
2 inch	160	\$480.00

whichever is larger.

ARTICLE 18 - NON-ADJACENT PARCELS TO IMPROVEMENT DISTRICT PIPELINE

Sec. 18-1. The owners of all parcels of land included within a water improvement district which are not adjacent to a road or public easement in which a pipeline constructed pursuant to the proceedings for such district is situate will be responsible for providing, at the cost and expense of the owners of such parcels, the necessary water lines from their parcel to the service lines provided for their respective parcels at the limits of the road or public easement in which the pipeline which will serve said parcels is situate; provided, however, that if necessary and upon request, the District shall condemn at the cost and expense of the owner or owners requesting the same the requisite easements for such service lines.

ARTICLE 19 - APPORTIONMENT OF ASSESSMENT IN EVENT OF DIVISION OF LAND SUBJECT HERETO

Sec. 19-1. In the event any parcel of land assessed in improvement district proceedings conducted by the Board is thereafter divided into two or more separate parcels, the assessment on such parcel shall be assigned to the separate parcels as follows:

(a) Where there is one existing service connection to such parcel, to the separate parcel served by the existing service connection;

(b) Where there are two or more existing service connections to such parcel, to the separate parcel or parcels served by said existing connections; and

(c) Where there are no existing service connections to such parcel, to the separate parcel which is nearest the pipeline constructed in the proceedings.

Sec. 19-2. Notwithstanding the foregoing, the assessment can be made to a different one of the separate parcels than above specified where the choice is between one of two or more separate parcels all of which or none of which have existing connections therefrom, either as appropriate in the judgement of the Engineer or as agreed to be the owner or owners of the separate parcels involved in such choice.

Sec. 19-3. Engineering, administrative, legal and other costs of apportionment of assessments upon division of parcels of land shall be borne by the owner of the parcel before division or to the new parcel or parcels to which the assessment is assigned.

ARTICLE 20 - MODIFICATION OF CHARGES

Sec. 20-1. Where the division of parcels of land or use of land for industrial, commercial, subdivision or residential projects require more than an equivalent 10 single family unit (SFU) water capacity demand for service, the Georgetown Divide Public Utility District reserves the right to modify the foregoing charges to accurately reflect the financial implications of said parcel division or use, by reason of the potential for major influence on the capacity operation and service availability of any of the facilities serving any existing water improvement district. Said modification of charges shall be made by the District Board of Directors based upon information provided by the District Engineer and staff relative to all applicable water costs and present and future water service demands.

ARTICLE 21 - REPEAL

Sec. 21-1. Ordinance Nos. 77-10, 79-1 and 81-1, the full titles and dates of adoption of which are set forth in the preamble of this Ordinance, are hereby repealed and shall be of no further force and effect; provided only that the monies in the special funds designated in any of said ordinances shall be placed in the corresponding special funds provided for in the Ordinance.

ARTICLE 22 - EFFECTIVE DATE

Sec. 22-1. Adoption and Effective Date. This Ordinance shall take effect thirty (30) days after its passage. At least one week before the expiration of said thirty days, copies thereof shall be posted in three public places within the Improvement District, and it shall be published once in the Georgetown Gazette and Town Crier, a newspaper of general circulation published in the District.

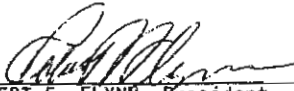
* * * * *

PASSED AND ADOPTED at a regularly held regular meeting of the Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT on this 14th day of April, 1982.


AYES: Directors Robert E. Flynn, John C. Lampson, Fred G. DeBerry, and Arthur E. Smoot.

NOES: None.

ABSENT: Director Lee J. Hoddy.

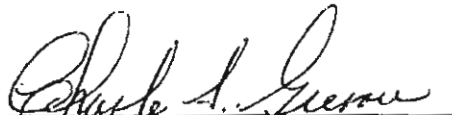

ROBERT E. FLYNN, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:


CHARLES F. GIERAU, Clerk and ex officio Secretary of the Board of Directors thereof.

(SEAL)

I hereby certify that the foregoing is a full, true and correct copy of Ordinance No. 82-1, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, El Dorado County, California, on April 14, 1982, 1982.


CHARLES F. GIERAU, Clerk of the
GEORGETOWN DIVIDE PUBLIC
UTILITY DISTRICT

(SEAL)

AGENDA ITEM 8.G.

Attachment 4

Resolution

RESOLUTION NO. 2020-
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
DISCONTINUATION OF RESIDENTIAL SERVICE POLICY

WHEREAS, the District's current policy for discontinuation is included in Ordinance 82-1 Section 10-1; and

WHEREAS, the State of California passed SB998 on September 28, 2018, which necessitates that the District revise its policy for discontinuation of residential service; and

WHEREAS, SB998 requires that the District shall not discontinue water service until a customer has been delinquent for at least 60 days; and

WHEREAS, SB998 requires that customers will be given notice by telephone or writing 10 days prior to discontinuation; and

WHEREAS, SB998 requires alternative payment schedules for customers that are low income and/or have severe health problems; and

WHEREAS, SB998 requires that tenants renting property that is in jeopardy of being locked off due to a landlords non-payment of a bill must be given the opportunity to open a water account in their name with proper documentation; and

WHEREAS, SB998 requires that the policy made available on the District website in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean and any other languages spoken by at least 10 percent of the people residing in it's service area.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Discontinuation of Residential Water Service policy attached as Exhibit A to this resolution is approved, and staff is directed to implement this new policy beginning February 1, 2020, as required by SB998.

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 January 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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 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 this 14th day of January 2020.

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

**RESOLUTION NO. 2020-
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
DISCONTINUATION OF RESIDENTIAL SERVICE POLICY**

WHEREAS, the District's current policy for discontinuation is included in Ordinance 82-1 Section 10-1; and

WHEREAS, the State of California passed SB998 on September 28, 2018, which necessitates that the District revise its policy for discontinuation of residential service; and

WHEREAS, SB998 requires that the District shall not discontinue water service until a customer has been delinquent for at least 60 days; and

WHEREAS, SB998 requires that customers will be given notice by telephone or writing 10 days prior to discontinuation; and

WHEREAS, SB998 requires alternative payment schedules for customers that are low income and/or have severe health problems; and

WHEREAS, SB998 requires that tenants renting property that is in jeopardy of being locked off due to a landlords non-payment of a bill must be given the opportunity to open a water account in their name with proper documentation; and

WHEREAS, SB998 requires that the policy made available on the District website in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean and any other languages spoken by at least 10 percent of the people residing in it's service area.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Discontinuation of Residential Water Service policy attached as Exhibit A to this resolution is approved, and staff is directed to implement this new policy beginning February 1, 2020, as required by SB998.

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 January 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

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 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 this 14th day of January 2020.

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