

AMENDED AGENDA

(NOTE: This amendment is limited to the addition of Agenda Item #14)

REGULAR MEETING

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

**TUESDAY, DECEMBER 13, 2016
2:00 P.M.**

MISSION STATEMENT

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

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

2. ADOPTION OF AGENDA

3. BOARD REORGANIZATION

- A. Adoption of Resolution 2016-18** Accepting and Declaring the results from the El Dorado Registrar of Voters for the November 8, 2016, Election of the Georgetown Divide Public Utility District Board of Directors.

Discussion – The El Dorado County Registrar of Voters certified the results of the November 8, 2016, election. Resolution 2016-18 provides for the acceptance of these results by the Board of Directors.

Board Action – Adopt Resolution 2016-18 Accepting and Declaring the results of the November 8, 2016, Election.

- B. Oath of Office of Elected Directors, Administered by Legal Counsel**

❖ **Dane Wadle** (Seat 4)

❖ **David Halpin** (Seat 5)

- C. Election of Officers for Calendar Year 2017 (President, Vice-President, and Treasurer)**

Discussion – Each year the Board of Directors elects its officers. While there is no legal requirement or timing of officer elections, officers have traditionally been elected during the December or January Board Meeting.

Director Hoelscher, as Vice-President, will preside over the election of officers.

Possible Board Action – Receive nominations and elect officers.

D. Presentation of Commendations to Outgoing Directors for Distinguished Service to the District

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

No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the President, of that person's privilege of address.

5. CONSENT CALENDAR

- A. Approval of Minutes of Regular Meeting of November 8, 2016, and Special Meeting of November 16, 2016.

B. Financial Reports

1. Early Pays – December 2016
2. October 2016 Month End Cash Disbursements Report
3. October 2016 Month End Payable Activity Report

- C. Approval of Contract with Sacramento Prestige for Gunite Work at Upper and Lower Cherry Acres

Discussion – The Board-approved 2016-17 Capital Budget provides for funding for regular maintenance and repairs (M & R). When the Board considered the approval of the Capital Budget, District Staff provided a list of M & R projects to be funded through this account. The gunite work at Upper and Lower Cherry Acres is included on this list.

Possible Board Action – It is Staff's recommendation that the Board authorize the Interim General Manager to negotiate a contract with Sacramento Prestige Gunite for all necessary labor, material, and equipment for the placement of gunite at Upper and Lower Cherry Acres, with payment from Account 5200, Maintenance and Repairs.

- D. Approval of Contract with Crowton's Excavation & Grading for Blacktop Patchwork

Discussion – The Board-approved 2016-17 Capital Budget provides for funding for regular maintenance and repairs (M&R). When the Board considered the approval of the Capital Budget, the District Staff provided a list of M & R projects to be funded through this account. The blacktop patch work at various locations within the District was included on this list.

Possible Board Action – It is Staff's recommendation that the Board authorize the Interim General Manager to negotiate a contract with Crowton's Excavation & Grading for all necessary labor, materials, and equipment for the repair of blacktop at various locations within the District, with payment from Account 5200, Maintenance and Repairs.

- E. Approval of Contract with K & W Backflow Service for Hazard Survey

Discussion – This contract with K & W Backflow Service will provide for compliance by the District with a State requirement to conduct an annual cross connection hazard survey of the District’s potable water system. Payment for this service will come from Account 5300 of the General Fund.

Possible Board Action – It is Staff’s recommendation that the Board authorize the Interim General Manager to negotiate a contract with K & W Backflow Service with payment from Account 5400 of the General Fund.

6. UPDATE ON THE GENERAL MANAGER SELECTION PROCESS

Discussion – It was reported at the regular Board meeting of November 8, 2016, that the executive search consultant has received 16 applications for the General Manager position.

At the special Board meeting of November 16, 2016, the Board created the General Manager Hiring Committee to include Directors Hanschild, Hoelscher, Uso; newly elected Directors Halpin and Wadle; and Interim General Manager Darrell Creeks. The Board also indicated that this committee would vet all the applications received in a special closed session.

Possible Board Action – Set a Special Closed Session Meeting for Thursday, December 15, 2016, at 5:30 p.m. and direct District Staff to post the agenda as required.

7. PRESIDENT’S REPORT

8. BOARD REPORTS

9. GENERAL MANAGER’S REPORT

10. OPERATIONS MANAGER’S REPORT

11. FINANCE COMMITTEE REPORT

12. GEORGETOWN DIVIDE RECREATION DISTRICT WATER BILL

Discussion – At the regular Board meeting of October 11, 2016, the Board of Directors considered a request from the Georgetown Divide Recreation District (GDRD) for a reduction in their water bill for the July-August period due to leakage.

The GDRD has indicated they will pay the balance of the bill, but is requesting that payment be deferred to February.

Possible Board Action – It is Staff’s recommendation that the Board allow the GDRD to pay the remaining balance of \$5,539 on their July-August bill with their February payment.

13. ALT TREATMENT UPDATE

Discussion – This constitutes this month’s update on the ALT Treatment Plant Project with the most prominent item being the receipt, by District Staff, of a fully executed Installment Sales Agreement (Loan) from the State. The other update items pertain to the Notice to Proceed with the construction contract, and the status of the RFP for construction management.

Possible Board Action – It is Staff’s recommendation that the Board authorize the issuance of the Notice to Proceed with the work subject to execution of the Construction Contract.

14. **RESOLUTION 2016-21 -- AUTHORIZING THE CONTRACT WITH MYERS & SONS TO CONSTRUCT THE ALT WATER TREATMENT PLANT**

Discussion – This agenda item requests the Board adopt Resolution 2016-21 authorizing the Interim General Manager to enter into a contract with Myers & Sons for the construction of the ALT Water Treatment Plant and approve the Construction Contract subject to finalizing by Legal Counsel.

Possible Board Action -- It is Staff’s recommendation that the Board adopt Resolution 2016-21 and approves the contract with Myers & Sons subject to finalizing by Legal Counsel representing the District and Myers & Sons.

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

16. **CLOSED SESSION**

A. CONFERENCE WITH LEGAL COUNSEL – Discussion about Ongoing Litigation.

Name of Case: Jacoby vs. GDPUD

B. Public Employee Performance Evaluation pursuant to Government Code Section 54957(b). Title: District CPA

ADJOURN TO OPEN SESSION – Announcement of action taken in closed session.

17. **NEXT MEETING DATE AND ADJOURNMENT** – Next regular meeting January 12, 2017, at 2:00 PM at the Georgetown Divide Public Utility District office.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Darrell Creeks by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this *AMENDED* agenda was posted on the District’s bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on December 9, 2016.

Memo



To: Board of Directors
From: Darrell Creeks, Interim General Manager
Date: December 6, 2016
SUBJECT: **ADOPTION OF RESOLUTION 2016-18 ACCEPTING THE RESULTS OF THE NOVEMBER 8, 2016, ELECTION**
Board Meeting of December 13, 2016; Agenda Item #3A

BACKGROUND / DISCUSSION

The El Dorado County Registrar of Voters certified the result of the November 8, 2016, Election on December 6, 2016. The Certificate of Results is attached to Resolution 2016-18.

Resolution 2016-18 provides for the acceptance and these results by the Board of Directors.

RECOMMENDATION

Adopt Resolution 2016-18 Accepting and Declaring the results of the November 8, 2016, Election.

RESOLUTION NO. 2016-18

**A RESOLUTION OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
ACCEPTING AND DECLARING THE RESULTS FROM THE EL DORADO COUNTY
REGISTRAR OF VOTERS FOR THE NOVEMBER 8, 2016, ELECTION
FOR THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
BOARD OF DIRECTORS, SEATS 4 AND 5**

WHEREAS, the Registrar of Voters of the County of El Dorado has certified the results of the official canvas of the November 8, 2016, Election; and

WHEREAS, the Georgetown Divide Public Utility District has two (2) seats on the Board of Directors to be filled by the November 8, 2016 Election; and

WHEREAS, the Registrar of Voters of the County of El Dorado has submitted a Certificate of Facts stating the following results for the Georgetown Divide Public Utility District Board of Directors seats in the November 8, 2016, Election:

SEAT 4		
Candidate	Votes Cast	Percent of Vote
Dane Wadle	3,063	59.33%
Linnea Marengo	2,065	40.00%

SEAT 5		
David Halpin	2,915	54.33%
Ray Griffiths	1,692	31.54%
Brent Stone	732	13.64%

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Georgetown Divide Public Utility District Board of Directors that:

1. The results of the November 8, 2016, Election, held to elect two (2) Directors to the Georgetown Divide Public Utility District's Board of Directors was, as indicated in the attached Exhibits A, Certificate of Result of the Official Canvass, certified by the Registrar of Voters of the County of El Dorado.
2. The names and number of votes cast for the Candidates for the District Board of Directors are as follows:

SEAT 4		
Candidate	Votes Cast	Percent of Vote
Dane Wadle	3,063	59.33%
Linnea Marengo	2,065	40.00%

SEAT 5		
David Halpin	2,915	54.33%
Ray Griffiths	1,692	31.54%
Brent Stone	732	13.64%

3. The Board of Directors accept the results of the election from the El Dorado Registrar of Voters and declare that the following individuals, having received the highest number of votes in the November 8, 2016, General Election, are elected to the Georgetown Divide Public Utility District Board of Directors for a four (4) year term, expiring upon the election of a successor thereto at the General Election in November 2020:

Seat 4: **Dane Wadle**

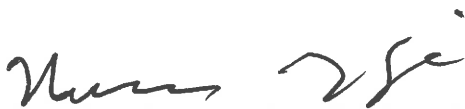
Seat 5: **David Halpin**

PASSED AND ADOPTED at a regularly held meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, on this 13th Day of December 2016, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:



 Norman A. Krizl, President
 Board of Directors
 GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

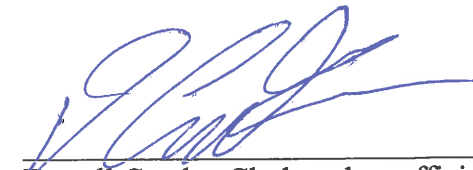
ATTEST:



 Darrell Creeks, 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 2016-18 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 13th day of December, 2016.



Darrell Creeks, Clerk and ex officio
Secretary, Board of Directors
Georgetown Divide Public Utility District

COUNTY OF EL DORADO

RESOLUTION 2018-18
EXHIBIT A

RECORDER CLERK - REGISTRAR OF VOTERS - VETERANS AFFAIRS

William E. Schultz



Recorder-Clerk
Commissioner of Civil Marriages
360 Fair Lane
Placerville CA 95667
www.edcgov.us/countyclerk/
Phone: 530.621.5490
Jane Kohlstedt
Assistant Recorder-Clerk

Registrar of Voters
2850 Fairlane Court
PO Box 678001
Placerville CA 95667
www.edcgov.us/elections/
Phone: 530.621.7480 Fax: 530.626.5514
Linda Webster
Assistant Registrar of Voters

Veterans Affairs Office
130 Placerville Drive,
Placerville CA 95667
www.edcgov.us/veterans/
Phone: 530.621.5893
William E. Schultz
Veterans Affairs Interim Dept. Head
Ed Swanson
Veterans Service Officer

CERTIFICATE OF RECORDER-CLERK-REGISTRAR OF VOTERS RESULT OF THE OFFICIAL CANVASS

STATE OF CALIFORNIA }
COUNTY OF EL DORADO } §.

I, WILLIAM E. SCHULTZ, Recorder-Clerk-Registrar of Voters of the County of El Dorado, State of California, do hereby certify that, in pursuance of the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Presidential General Election held in said County on November 8, 2016, for federal, state and local candidates; propositions and measures; and

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) (Pub. L. No. 107-252 (2002) 116 Stat. 1666, 42 U.S.C. § 15483), I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for said election; and

WHEREAS, the Statement of Votes Cast, to which this certificate is attached, shows the whole number of votes cast for each candidate and each measure in said election, in said County and in each of the respective precincts herein, and that the totals of the respective columns and the totals as shown for each candidate and each measure are hereby recorded; therefore,

IT IS HEREBY STATED that the attached Statement of Votes Cast is deemed to be full, true and correct.

Witness my hand and official seal

this 6th day of December, 2016


WILLIAM E. SCHULTZ
Recorder-Clerk-Registrar of Voters

COUNTY OF EL DORADO
CONSOLIDATED PRESIDENTIAL GENERAL ELECTION
TUESDAY, NOVEMBER 8, 2016
OFFICIAL FINAL REPORT

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Registered Voters 116459 - Cards Cast 97024 83.31%

Num. Report Precinct 198 - Num. Reporting 198 100.00%

President of the United States			
		Total	
Number of Precincts		198	
Precincts Reporting		198	100.0 %
Vote For		1	
Times Counted	97024/116459		83.3 %
Total Votes		95149	
HILLARY CLINTON	DEM	36404	38.26%
DONALD TRUMP	REP	49247	51.76%
GARY JOHNSON	LIB	5027	5.28%
JILL STEIN	GRN	1425	1.50%
GLORIA LA RIVA	PF	190	0.20%

State Assembly Member District 6			
		Total	
Number of Precincts		70	
Precincts Reporting		70	100.0 %
Vote For		1	
Times Counted	35767/41662		85.9 %
Total Votes		33058	
KEVIN KILEY	REP	22229	67.24%
BRIAN CAPLES	DEM	10829	32.76%

US Senator			
		Total	
Number of Precincts		198	
Precincts Reporting		198	100.0 %
Vote For		1	
Times Counted	97024/116459		83.3 %
Total Votes		72079	
KAMALA HARRIS	DEM	45671	63.36%
LORETTA SANCHEZ	DEM	26408	36.64%

Lake Tahoe CCD Trustee Area 4			
		Total	
Number of Precincts		8	
Precincts Reporting		8	100.0 %
Vote For		1	
Times Counted	2584/3423		75.5 %
Total Votes		2154	
DAVID HAMILTON		940	43.64%
NANCY DALTON		1210	56.17%

US Representative District 4			
		Total	
Number of Precincts		198	
Precincts Reporting		198	100.0 %
Vote For		1	
Times Counted	97024/116459		83.3 %
Total Votes		92135	
ROBERT DERLET	DEM	35067	38.06%
TOM MCCLINTOCK	REP	57068	61.94%

Los Rios CCD Trustee Area 3 Governing Board Member			
		Total	
Number of Precincts		154	
Precincts Reporting		154	100.0 %
Vote For		1	
Times Counted	81400/96238		84.6 %
Total Votes		57968	
JOHN R KNIGHT		27337	47.16%
MARC ALLAMAN		20733	35.77%
KIRK A SEAL		9609	16.58%

State Senator District 1			
		Total	
Number of Precincts		198	
Precincts Reporting		198	100.0 %
Vote For		1	
Times Counted	97024/116459		83.3 %
Total Votes		90952	
TED GAINES	REP	58065	63.84%
ROB ROWEN	DEM	32887	36.16%

Lake Tahoe Unified School District Trustee Area 1			
		Total	
Number of Precincts		8	
Precincts Reporting		8	100.0 %
Vote For		1	
Times Counted	2259/3007		75.1 %
Total Votes		1832	
ANNIE DAVIDSON		842	45.96%
LARRY REILLY		982	53.60%

State Assembly Member District 5			
		Total	
Number of Precincts		128	
Precincts Reporting		128	100.0 %
Vote For		1	
Times Counted	61257/74797		81.9 %
Total Votes		57142	
ROBERT CARABAS	DEM	21491	37.61%
FRANK BIGELOW	REP	35651	62.39%

Lake Tahoe Unified School District Trustee Area 3			
		Total	
Number of Precincts		5	
Precincts Reporting		5	100.0 %
Vote For		1	
Times Counted	2614/3518		74.3 %
Total Votes		2213	
MICHAEL P DOYLE		1025	46.32%
BONNIE L TURNBULL		1178	53.23%

COUNTY OF EL DORADO
CONSOLIDATED PRESIDENTIAL GENERAL ELECTION
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Registered Voters 116459 - Cards Cast 97024 83.31%

Num. Report Precinct 198 - Num. Reporting 198 100.00%

El Dorado Union High School District			
Governing Board Member	Total		
Number of Precincts	147		
Precincts Reporting	147	100.0 %	
Vote For	2		
Times Counted	77193/91170	84.7 %	
Total Votes	97476		
LORI M VEERKAMP	36697	37.65%	
DAVID J DEL RIO	23797	24.41%	
DAVID B BICKNELL	19351	19.85%	
DELOY LINK	17268	17.72%	

Mother Lode Union School District			
Governing Board Member	Total		
Number of Precincts	18		
Precincts Reporting	18	100.0 %	
Vote For	2		
Times Counted	8600/10372	82.9 %	
Total Votes	10234		
GENE R BIST SR	2086	20.38%	
CATHY WILSON	4601	44.96%	
ANTON NEMETH	1666	16.28%	
ALAN B PRIESTLEY	1850	18.08%	

Rescue Union School District Governing Board Member			
Number of Precincts	Total		
Precincts Reporting	43	100.0 %	
Vote For	2		
Times Counted	19160/22254	86.1 %	
Total Votes	21862		
STEPHANIE KENT	6955	31.81%	
TAGGART "TAGG" NEAL	8121	37.15%	
SERENA POSNER	6697	30.63%	

County Supervisor District 1			
Number of Precincts	Total		
Precincts Reporting	35	100.0 %	
Vote For	1		
Times Counted	21109/24296	86.9 %	
Total Votes	18995		
BETH GAINES	8123	42.76%	
JOHN HIDAHL	10833	57.03%	

City of Placerville City Council Member			
Number of Precincts	Total		
Precincts Reporting	7	100.0 %	
Vote For	2		
Times Counted	4784/5944	80.5 %	
Total Votes	5540		
MARK A ACUNA	2630	47.47%	
TRISHA WILKINS	2779	50.16%	

City of Placerville City Treasurer			
Number of Precincts	Total		
Precincts Reporting	7	100.0 %	
Vote For	1		
Times Counted	4784/5944	80.5 %	
Total Votes	3482		
KATHLEEN M TRUMBLY	3423	98.31%	

City of South Lake Tahoe City Council Member			
Number of Precincts	Total		
Precincts Reporting	20	100.0 %	
Vote For	2		
Times Counted	7311/10170	71.9 %	
Total Votes	11529		
ROBERT TOPEL	288	2.50%	
JOANN CONNER	1376	11.94%	
PATRICK JARRETT	268	2.32%	
TED LONG	1295	11.23%	
JASON COLLIN	1995	17.30%	
TAMARA WALLACE	1852	16.06%	
BROOKE LAINE	2548	22.10%	
DANNY MC LAUGHLIN	775	6.72%	
JOHN L SHEARER	758	6.57%	
HAROLD "TREY" RIDDLE	328	2.84%	

Cameron Park Community Services District Director			
Number of Precincts	Total		
Precincts Reporting	14	100.0 %	
Vote For	2		
Times Counted	9998/11996	83.3 %	
Total Votes	12594		
TUCKER ZURAWSKI	2483	19.72%	
AMY BLACKMON	3856	30.62%	
GERALD LILLPOP	2810	22.31%	
MARGARET MOHR	3383	26.86%	

El Dorado Hills Community Services District Director			
Number of Precincts	Total		
Precincts Reporting	32	100.0 %	
Vote For	2		
Times Counted	22331/25692	86.9 %	
Total Votes	26169		
ANTHONY G SCOTCH	3738	14.28%	
NOELLE MATTOCK	10703	40.90%	
BENJAMIN L PAULSEN	7013	26.80%	
LARRY KLEIN	4575	17.48%	

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Registered Voters 116459 - Cards Cast 97024 83.31%

Num. Report Precinct 198 - Num. Reporting 198 100.00%

Diamond Springs/El Dorado Fire Protection District Director		
	Total	
Number of Precincts	18	
Precincts Reporting	18	100.0 %
Vote For	3	
Times Counted	9200/10996	83.7 %
Total Votes	15191	
"TERRY" TAWNEY	1490	9.81%
ROGER "PAT" DWYER	2158	14.21%
BRUCE A MORGAN	1412	9.29%
PAUL G WATKINS	2367	15.58%
GARY COOPER	2680	17.64%
PETER MOFFETT	5027	33.09%

El Dorado Irrigation District Division 5 Director		
	Total	
Number of Precincts	20	
Precincts Reporting	20	100.0 %
Vote For	1	
Times Counted	14751/16981	86.9 %
Total Votes	11193	
ALAN DAY	7401	66.12%
CHARLES A SMITH	3754	33.54%

El Dorado Hills County Water/Fire Director		
	Total	
Number of Precincts	43	
Precincts Reporting	43	100.0 %
Vote For	2	
Times Counted	23973/27604	86.8 %
Total Votes	32344	
RON "MIK" MIKULACO	5597	17.30%
JOHN GIRAUDO	12730	39.36%
CHARLES JIM HARTLEY	10723	33.15%
DALLAS SPRINGS	3195	9.88%

Georgetown Divide Public Utility District Director Seat 4		
	Total	
Number of Precincts	10	
Precincts Reporting	10	100.0 %
Vote For	1	
Times Counted	6443/7599	84.8 %
Total Votes	5163	
DANE WADLE	3063	59.33%
LINNEA MARENCO	2065	40.00%

Lake Valley Fire Protection District Director		
	Total	
Number of Precincts	12	
Precincts Reporting	12	100.0 %
Vote For	3	
Times Counted	4556/5620	81.1 %
Total Votes	7702	
LEONA ALLEN	2339	30.37%
JOHN A RICE	2148	27.89%
ROBERT BETTENCOURT	1774	23.03%
TONY SEARS	1395	18.11%

Georgetown Divide Public Utility District Director Seat 5		
	Total	
Number of Precincts	10	
Precincts Reporting	10	100.0 %
Vote For	1	
Times Counted	6443/7599	84.8 %
Total Votes	5365	
DAVID HALPIN	2915	54.33%
RAY GRIFFITHS	1692	31.54%
BRENT STONE	732	13.64%

El Dorado Irrigation District Division 3 Director		
	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Times Counted	13162/15730	83.7 %
Total Votes	10770	
MICHAEL RAFFETY	4699	43.63%
BILL GEORGE	3218	29.88%
CRAIG A SCHMIDT	2812	26.11%

South Tahoe Public Utility District Director		
	Total	
Number of Precincts	25	
Precincts Reporting	25	100.0 %
Vote For	2	
Times Counted	11884/15818	75.1 %
Total Votes	15265	
RANDY VOGELGESANG	5361	35.12%
KIRK A DAVID	2675	17.52%
NICK D EXLINE	3061	20.05%
KELLY M SHEEHAN	4127	27.04%

Tahoe City Public Utility District Director		
	Total	
Number of Precincts	3	
Precincts Reporting	3	100.0 %
Vote For	3	
Times Counted	440/579	76.0 %
Total Votes	740	
RON TREABESS	201	27.16%
JUDY FRIEDMAN	203	27.43%
PAUL JOSLIN	111	15.00%
SCOTT ZUMWALT	217	29.32%

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Num. Report Precinct 198 - Num. Reporting 198 100.00%

STATE PROPOSITION 51			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	91600		
YES	35260	38.49%	
NO	56340	61.51%	

STATE PROPOSITION 56			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	93974		
YES	49611	52.79%	
NO	44363	47.21%	

STATE PROPOSITION 52			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	90515		
YES	54068	59.73%	
NO	36447	40.27%	

STATE PROPOSITION 57			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	91788		
YES	47697	51.96%	
NO	44091	48.04%	

STATE PROPOSITION 53			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	89528		
YES	50619	56.54%	
NO	38909	43.46%	

STATE PROPOSITION 58			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	91632		
YES	57258	62.49%	
NO	34374	37.51%	

STATE PROPOSITION 54			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	89640		
YES	58323	65.06%	
NO	31317	34.94%	

STATE PROPOSITION 59			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	86633		
YES	40344	46.57%	
NO	46289	53.43%	

STATE PROPOSITION 55			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	91502		
YES	45642	49.88%	
NO	45860	50.12%	

STATE PROPOSITION 60			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	89118		
YES	32096	36.02%	
NO	57022	63.98%	

COUNTY OF EL DORADO
CONSOLIDATED PRESIDENTIAL GENERAL ELECTION
TUESDAY, NOVEMBER 8, 2016
OFFICIAL FINAL REPORT

Date: 12/06/16
 Time: 15:49:36
 Page: 5 of 6

Registered Voters 116459 - Cards Cast 97024 83.31%

Num. Report Precinct 198 - Num. Reporting 198 100.00%

STATE PROPOSITION 61			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	90322		
YES	35615	39.43%	
NO	54707	60.57%	

STATE PROPOSITION 66			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	87978		
YES	51605	58.66%	
NO	36373	41.34%	

STATE PROPOSITION 62			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	91769		
YES	30603	33.35%	
NO	61166	66.65%	

STATE PROPOSITION 67			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	92205		
YES	39077	42.38%	
NO	53128	57.62%	

STATE PROPOSITION 63			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	93249		
YES	36896	39.57%	
NO	56353	60.43%	

MEASURE L CITY OF PLACERVILLE (2/3 TO PASS)			
	Total		
Number of Precincts	7		
Precincts Reporting	7	100.0 %	
Vote For	1		
Times Counted	4784/5944	80.5 %	
Total Votes	4567		
YES	3457	75.70%	
NO	1110	24.30%	

STATE PROPOSITION 64			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	94217		
YES	47047	49.93%	
NO	47170	50.07%	

MEASURE P CITY OF SOUTH LAKE TAHOE (2/3 TO PASS)			
	Total		
Number of Precincts	20		
Precincts Reporting	20	100.0 %	
Vote For	1		
Times Counted	7311/10170	71.9 %	
Total Votes	6531		
YES	4487	68.70%	
NO	2044	31.30%	

STATE PROPOSITION 65			
	Total		
Number of Precincts	198		
Precincts Reporting	198	100.0 %	
Vote For	1		
Times Counted	97024/116459	83.3 %	
Total Votes	91641		
YES	33928	37.02%	
NO	57713	62.98%	

MEASURE U CITY OF SOUTH LAKE TAHOE (MAJORITY TO PASS)			
	Total		
Number of Precincts	20		
Precincts Reporting	20	100.0 %	
Vote For	1		
Times Counted	7311/10170	71.9 %	
Total Votes	6218		
YES	2671	42.96%	
NO	3547	57.04%	

COUNTY OF EL DORADO
CONSOLIDATED PRESIDENTIAL GENERAL ELECTION
TUESDAY, NOVEMBER 8, 2016
OFFICIAL FINAL REPORT

Date: 12/06/16
 Time: 15:49:36
 Page: 6 of 6

Registered Voters 116459 - Cards Cast 97024 83.31%

Num. Report Precinct 198 - Num. Reporting 198 100.00%

MEASURE Q CITY OF SOUTH LAKE TAHOE (ADVISORY ONLY)			
	Total		
Number of Precincts	20		
Precincts Reporting	20	100.0 %	
Vote For	1		
Times Counted	7311/10170	71.9 %	
Total Votes	6206		
YES	2830	45.60%	
NO	3376	54.40%	

MEASURE M HICKOK ROAD CSD (2/3 TO PASS)			
	Total		
Number of Precincts	3		
Precincts Reporting	3	100.0 %	
Vote For	1		
Times Counted	79/90	87.8 %	
Total Votes	76		
YES	32	42.11%	
NO	44	57.89%	

MEASURE R CITY OF SOUTH LAKE TAHOE (ADVISORY ONLY)			
	Total		
Number of Precincts	20		
Precincts Reporting	20	100.0 %	
Vote For	1		
Times Counted	7311/10170	71.9 %	
Total Votes	6259		
YES	4202	67.14%	
NO	2057	32.86%	

MEASURE N MARBLE MOUNTAIN CSD (2/3 TO PASS)			
	Total		
Number of Precincts	1		
Precincts Reporting	1	100.0 %	
Vote For	1		
Times Counted	118/133	88.7 %	
Total Votes	110		
YES	72	65.45%	
NO	38	34.55%	

MEASURE S CITY OF SOUTH LAKE TAHOE (ADVISORY ONLY)			
	Total		
Number of Precincts	20		
Precincts Reporting	20	100.0 %	
Vote For	1		
Times Counted	7311/10170	71.9 %	
Total Votes	6194		
YES	1573	25.40%	
NO	4621	74.60%	

MEASURE T CITY OF SOUTH LAKE TAHOE (MAJORITY TO PASS)			
	Total		
Number of Precincts	20		
Precincts Reporting	20	100.0 %	
Vote For	1		
Times Counted	7311/10170	71.9 %	
Total Votes	6471		
YES	3879	59.94%	
NO	2592	40.06%	

MEASURE K CAMERON ESTATES CSD (2/3 TO PASS)			
	Total		
Number of Precincts	1		
Precincts Reporting	1	100.0 %	
Vote For	1		
Times Counted	494/580	85.2 %	
Total Votes	462		
YES	273	59.09%	
NO	189	40.91%	

**OATH OF OFFICE
FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX, Sec. 3 as amended)**

I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter and during such time as I hold the office of Georgetown Divide Public Utility District Director.

Signature: _____

Attest:

(Signature)

(Typed or printed name of person administering oath)

(Title)

RESOLUTION NO. 2016-19
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
IN RECOGNITION AND PROFOUND APPRECIATION
OF DISTINGUISHED SERVICE TO THE COMMUNITY
BY MARIA CAPRAUN

WHEREAS, Maria Capraun was elected to the Board of Directors of the Georgetown Divide Public Utility District (“District”) on November 6, 2012; and

WHEREAS, during her term of office, Director Capraun has been mindful of the interests of the ratepayers of the District, and she has worked to advance the mission of the District to provide reliable water supplies; ensure high quality drinking water; promote stewardship to protect community resources, public health, and quality of life; provide excellent and responsive customer services through dedicated and valued staff; and insure fiscal responsibility and accountability are observed by balancing immediate and long term needs; and

WHEREAS, during her term in office, Maria Capraun served as Treasurer, and represented the District at the El Dorado County Water Agency; and

WHEREAS, Maria Capraun has faithfully served as Director of the Georgetown Divide Public Utility District.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GEORGETOWN PUBLIC UTILITY DISTRICT formally acknowledges that Maria Capraun is deserving of special public recognition, and hereby extends the respect, esteem, and gratitude of the residents of the District for her years of dedicated service to the community.

PASSED AND ADOPTED at a regularly held meeting of the Board of Directors of the **GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT** this thirteenth day of December, 2016.

AYES:

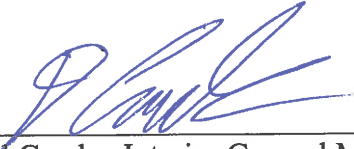
NOES:

ABSENT:



Lon Uso, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

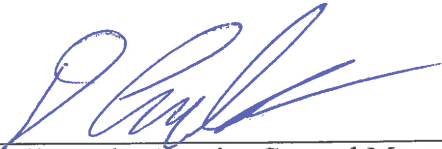
ATTEST:



Darrell Creeks, Interim General Manager,
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 2016-19 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 13th day of December 2016.



Darrell Creeks, Interim General Manager
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

RESOLUTION NO. 2016-20
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
IN RECOGNITION AND PROFOUND APPRECIATION
OF DISTINGUISHED SERVICE TO THE COMMUNITY
BY NORM KRIZL

WHEREAS, Norm Krizl was first elected to the Board of Directors of the Georgetown Divide Public Utility District (“District”) on November 2, 2004, and has served two additional terms since then for a total of twelve (12) years of distinguished service; and

WHEREAS, during his terms of office, Director Krizl has always been mindful of the interests of the ratepayers of the District, and he has worked tirelessly to advance the mission of the District to provide reliable water supplies; ensure high quality drinking water; promote stewardship to protect community resources, public health, and quality of life; provide excellent and responsive customer services through dedicated and valued staff; and insure fiscal responsibility and accountability are observed by balancing immediate and long term needs; and

WHEREAS, as a Director, Norm Krizl served commendably as President of the Board and participated in the El Dorado Water and Power Authority. He has admirably served the community as a Director on the Mountain Counties Water Resources Association Board, Past President of the El Dorado County Farm Bureau, and as a Professional Forester with the U.S. Forest Service; and

WHEREAS, Norm Krizl has faithfully and with great distinction served as Director of the Georgetown Divide Public Utility District.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GEORGETOWN PUBLIC UTILITY DISTRICT formally acknowledges that Norm Krizl is deserving of special public recognition, and hereby extends the respect, esteem, and gratitude of the District for his many years of outstanding and dedicated service.

PASSED AND ADOPTED at a regularly held meeting of the Board of Directors of the **GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT** this thirteenth day of December, 2016.

AYES:

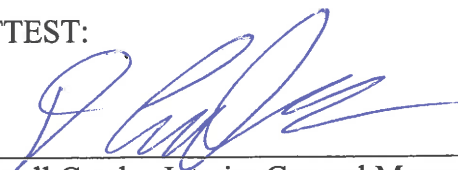
NOES:

ABSENT:



Lon Uso, President
Board of Directors,
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:



Darrell Creeks, Interim General Manager,
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 2016-19 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 13th day of December 2016.



Darrell Creeks, Interim General Manager
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**CONFORMED AGENDA
REGULAR MEETING
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
6425 MAIN STREET, GEORGETOWN, CALIFORNIA**

Special Notation:

***Director Norm Krizl will participate in this meeting from a satellite location via telephone.
The Public may participate in the Public Portion of this meeting from this location.
The specifics of his location, while participating in this meeting, are as follows:
Escénica La Ropa 55, Zihuatanejo, Playa la Ropa, 40895 Zihuatanejo, Gro., Mexico***

**TUESDAY, NOVEMBER 8, 2016
2:00 P.M.**

MISSION STATEMENT

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

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

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

The meeting was called to order at 2:00 PM by Vice-President Carl Hoelscher.

Directors present: Maria Capraun, Jesse Hanschild, Carl Hoelscher, Norm Krizl (via teleconference), and Lon Uso. Staff present: Interim General Manager Darrell Creeks, Interim Operations Manager Marty Ceirante, Office Manager Diane Schroeder, Project Manager George Sanders, Meeting Recorder Gloria Omania. Legal Counsel: Barbara Brenner of Churchill White.

2. ADOPTION OF AGENDA – Board action to adopt Agenda.

Motion by Director Uso to adopt the agenda. Second by Director Capraun.

Public Comment: None

Vote: The motion passed unanimously.

- 3. PUBLIC FORUM – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Public members desiring to provide comments must be recognized by the Board President, and speak from the podium. Comments must be directed only to the Board. The public should address the Board members during the public meetings as**

President, Vice President, or Director followed by the Board member's individual last name. The Board will hear communications on matters not on the agenda, but no action will be taken.

No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the President, of that person's privilege of address.

Director Capraun apologized to Interim General Manager for incorrectly saying the staff had something to do with the incorrect salary on flyer.

Kevin McLaron stated he appreciated the work of the Board, which is often a difficult and thankless job.

4. APPROVAL OF CONSENT CALENDAR – Board Action to approve the Consent Calendar.

These items are expected to be routine and non-controversial. Action by the Board will be taken at one time without discussion. A Board member may request an item be removed from the Consent Calendar for discussion and possible action. Any member of the public may ask to address an item on the Consent Calendar prior to Board action.

Director Hoelscher stated he would like to pull Consent Item B for additional discussion. Director Uso then moved that the balance of the Consent Calendar be approved. Second by Director Hoelscher.

Public Comment: *Director Capraun stated, and Legal Counsel Barbara Brenner acknowledged, that Resolution 2016-15 (Consent Item C) had not been reviewed by Legal Counsel. Director Capraun pointed out that all Resolutions must be approved for format by Legal Counsel. She pointed out this Resolution reappointing Rick Gillespie to the Finance Committee did not specify the term.*

A. Approve Minutes – Regular Board Meeting of October 11, 2016.

Motion by Director Uso to approve the minutes of October 11, 2016. Second by Director Krizl.

Vote: The motion passed unanimously.

B. Request for Approval of Purchase of TrailMax Trailer

Discussion – This request is for the purchase of a **2016 TrailMax Trailer** at a cost of \$12,447.42. The FY 2016-17 Capital Budget provides for \$150,000 for the purchase of equipment. There is \$13,992 remaining in that budget item.

The purchase of this trailer will offer greater efficiency for the crew to get necessary equipment to the work site.

Interim General Manager Darrell Creeks presented the agenda item and responded to questions from the Board.

Possible Board Action – Staff recommends the approval of this purchase request.

Motion by Director Uso approve the purchase of the TrailMax trailer. Second by Director Krizl.

Public Comment: None

Vote: The motion passed.

Ayes: Directors Hanschild, Krizl, and Uso

Noes: Directors Hoelscher and Capraun

C. Resolution 2016-15 - Reappointment of Rick Gillespie to the Finance Committee

Discussion – Director Uso confirmed Rick Gillespie’s willingness to continue to serve on the Finance Committee until the vacancy can be filled.

Possible Board Action – Adopt Resolution 2016-15, reappointing Rick Gillespie to the Finance Committee.

Motion by Director Uso adopt Resolution 2016 reappointing Rick Gillespie to the Finance Committee. Second by Director Hoelscher.

Director Capraun pointed out the term of the appointment was not specified in the Resolution, and stated that Legal Counsel should approve all resolutions.

Director Uso amended his motion to adopt Resolution 2016 with amended to state the term to be designated as two years. Second by Director Hoelscher.

Public Comment: *Dennis Goodenow recommended the Board support the reappointment of Rick Gillespie.*

Vote: The motion passed unanimously.

D. Proposal from ECORP for Pilot Creek Stream Gaging Maintenance and SWRCB Water Usage Reporting – Contract with ECORP

Discussion – The current three-year contract with ECORP Consultants to maintain, monitor, and prepare monthly reports of flow and diversion data at the District’s three Pilot Creek gages, as well as perform SWRCB water usage reporting, expired on September 30, 2016.

Possible Board Action - Authorize the Interim General Manager to execute a Professional Services Agreement with ECORP Consultants to continue to provide stream gaging maintenance and SWRCB water usage reporting for the District.

Motion by Director Capraun to authorize the Interim General Manager to execute a Professional Services Agreement with ECORP. Second by Director Uso.

Public Comment: None

Vote: The motion passed unanimously.

5. RESOLUTION 2016-16 – REVISIONS TO ORGANIZATIONAL CHART

Discussion – Resolution 2016-16 relates to proposed changes in the current configuration of the GDPUD Organizational Chart. These proposed changes would affect the orientation of Legal Counsel and the deletion of the Maintenance lead position.

Possible Board Action – Staff recommends that the Board adopt Resolution 2016-16 which will result in changes to the current Organizational Chart.

Interim GM Creeks stated that Legal Counsel has been configured on the Organizational Chart with a line to the General Manager. He further explained he is requesting the change with the Maintenance Lead position to make that position a canal operator position and place the Distribution Lead over both crews to provide for one lead over both crews for greater efficiency and accountability on job sites.

The two proposed changes to the Organizational Chart was taken up as separate actions.

Motion by Director Uso to approve the deletion of Maintenance Lead position. Second by Director Krizl.

Public Comment: None

The motion passed unanimously.

Motion by Director Uso to reject recommendation to move Legal Counsel. Second by Director Capraun.

Discussion followed pertaining to the importance of keeping the General Manager “in the loop” when Board Members contact Legal Counsel.

Director Krizl commented that individual Board Members should exercise some discipline contacting Legal Counsel directly and stated Board Members should go through the General Manager and the Board President.

Public Comment: None

VOTE: *The motion passed.*

Ayes: *Directors Capraun, Hanschild, Hoelscher, Uso*

Noes: *Director Krizl*

6. FINANCIAL REPORTS AND REQUEST FOR APPROVAL OF PURCHASE OF ACCOUNTING SOFTWARE

A. Financial Reports

Discussion – The following reports are submitted for the Board’s review:

- 1) Early Pay Accounts Payable for November 2016
- 2) Revenue and Expense Summary (07/01/2016-09/30/2016)
- 3) Balance Sheet, September 2016
- 4) Statement of Cash and Investment Balances, September 2016

5) ALT Zone and CDS Summary (07/01/2016-09/30/2016)

Office Manager Diane Schroeder provided an overview of the financial reports and answered questions from the Board.

Possible Board Action – Staff recommends approval of financial reports.

The financial reports were received and filed.

B. Request for Approval of Purchase -- MOM Modules

Discussion - Staff presented this request at the regular Board meeting of October 11, 2016. The Board directed Staff to provide additional information regarding the compatibility of MOM to the meter reading software that will come with the new meters.

Diane provided additional information

Possible Board Action – Staff recommends the Board approve the purchase of additional MOM Modules.

**Motion by Director Capraun to approve purchase of additional MOM Modules.
Second by Director Uso.**

Public Comment: None

VOTE: The motion passed unanimously.

7. PRESIDENT'S REPORT

8. BOARD REPORTS

Director Uso:

Director Uso provided an update on the General Manager recruitment process. He reported that the executive search consultant has received 16 applications and will be vet them to identify six to eight candidates for an interview.

Director Hoelscher stated the ultimate decision on the General Manager should not be made until the new Board is in place.

The Board discussed options for creating a General Manager Hiring Committee with consideration given to Brown Act requirements for transparency and the appropriateness of interviews and personnel matters being handled in Closed Session. Staff was directed to place this matter on the Board's next agenda.

Director Hoelscher:

Director Hoelscher commented on the need for a Five-Year Plan.

Director Capraun:

Director Capraun commented that her term on the Board has been fun and interesting; she is looking forward to going back to the other side.

9. GENERAL MANAGER'S REPORT

Interim GM Darrell Creeks presented his monthly report. Additional discussion ensued relative to the creation of the General Manager Hiring Committee, the potential timeline for the completing the General Manager Selection Process, and the need to vet applications and conduct interviews in closed session.

The General Manager's Report was received and filed.

10. OPERATIONS MANAGER'S REPORT

Marty Ceirante provided a summary of his monthly reported, which the Board received and filed.

11. EL DORADO COUNTY WATER AGENCY COST SHARE FUNDING

Discussion – Staff met with the El Dorado County Water Agency and the Municipal Consulting Group and identified additional funding opportunities available to the District through the cost share program.

Interim GM Darrell Creeks reported on the potential for receiving Cost Share Funding on District projects from the El Dorado County Water Agency.

Possible Board Action – Staff recommends that the Board authorize the Interim General Manager to enter into an agreement with the El Dorado County Water Agency for cost share funding of projects identified by staff.

Motion by Director Capraun to move forward with the Cost Share funding opportunity with the El Dorado County Water Agency. Second by Director Uso.

Public Comment: None.

VOTE: The motion passed unanimously.

12. METER REPLACEMENT PROGRAM – PROFESSIONAL SERVICES AGREEMENT, REQUEST FOR PROPOSALS

Discussion – At the last regular Board meeting of October 11, 2016, the Board directed Staff to follow up on securing the loan for the meter replacement program with Holman Capital. On October 31, Staff, along with two board members, met with Mark Carey of MC Engineering to discuss the need for a Request for Proposal (RFP).

Darrell Creeks presented the need for a Professional Services Agreement with MC Engineering to develop an RFP for the Meter Replacement Program.

Possible Board Action – Staff recommends that the Board approve a Professional Services Agreement with MC Engineering for the development of a Request for Proposals for the Meter Replacement Program in the amount of \$25,180 from Fund Account 39, Capital Facility Charges.

Motion by Director Hoelscher to move forward with the Professional Services Agreement with MC Engineering. Second by Director Capraun

Public Comment: None.

VOTE: The motion passed unanimously.

13. METER REPLACEMENT PROGRAM – FINANCING PLAN

Discussion – At the regular Board meeting of October 11, 2016, Frank Gill of Holman Capital gave a presentation on funding options available to the District for the replacement of its aging water meters. The Board directed Staff to identify a listing of possible sources of revenue to fund the semi-annual loan payments. Frank Gill has since provided additional information and documents.

Interim GM Darrell Creeks provided an update on the Financing Plan for the Meter Replacement Program.

Possible Board Action – Staff recommends the consideration of additional information to be provided by Frank Gill at the meeting with a possible execution of a loan with Holman Capital in the amount not to exceed \$2,100,000.

District Staff discussed the options for moving forward with Holman Capital and the 30-day time limit for the rate offered by the company. Engineering consultant George Sanders stated a loan for the Meter Replacement Program should be pursued after the finalization of the State Revolving Fund loan for the ALT Water Treatment Project.

Director Uso expressed agreement and the Board directed District Staff to continue investigating financing opportunities for the Water Replacement Program.

14. FINANCE COMMITTEE REPORT – The committee will meet on November 15, 2016 (proposed agenda attached) and a committee report presented at the December Board meeting.

Dennis Goodenow, Finance Committee Chairperson, was acknowledged. Director Uso requested that the agenda item relative to the Meter Replacement Program should be deleted from their February 15, 2016, agenda.

15. ALT TREATMENT PLANT UPDATE

Discussion – This is part of a monthly update, provided by Staff, relating to the status of the Auburn Lake Trails Water Treatment Plant Project. The content changes monthly with the deletion of those items that are deemed complete.

Engineering Consultant George Sanders reported that the District has received loan documents from the State and described for the Board the actions that must be taken to complete the process which includes the need to set a Special Meeting for timely Board action.

Possible Board Action – Receive and file.

The Board directed District Staff to set a Special Meeting for November 16, 2016, at 8 AM, and post the agenda as required.

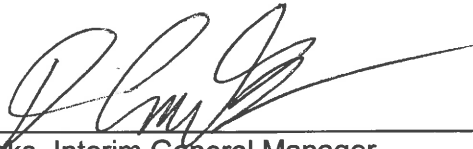
16. BOARD MEMBER AND STAFF COMMENTS, REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS, AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF – Opportunity for Board members to discuss matters of interest to them and to provide input for future meetings as well as report on their District-related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

17. CLOSED SESSION – There are no closed session items for this meeting.

18. NEXT MEETING DATE AND ADJOURNMENT – The next regular meeting will be December 13, 2016, at 2:00 PM at the Georgetown Divide Public Utility District office.

The meeting adjourned at 3:51 PM

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Darrell Creeks by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on **November 4, 2016**.



Darrell Creeks, Interim General Manager

12/13/16
DATE

CONFORMED AMENDED AGENDA
(This amendment is limited to the correction of the day of the meeting.)

SPECIAL MEETING

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

WEDNESDAY, NOVEMBER 16, 2016
8:00 A.M.

MISSION STATEMENT

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

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

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

The meeting was called to order at 8:00 AM. Directors present: Jesse Hanschild, Carl Hoelscher, Norm Krizl, and Lon Uso. Directors absent: Maria Capraun. Staff present: Interim General Manager Darrell Creeks, Office Manager Diane Schroeder, Project Manager George Sanders, Meeting Recorder Gloria Omania. Legal Counsel: Barbara Brenner of Churchill White.

2. ADOPTION OF AGENDA

Motion by Director Uso to adopt agenda; Second by Director Hoelscher.

The motion passed unanimously.

Vote: Ayes: Directors Hanschild, Hoelscher, Krizl and Uso

Absent: Director Capraun

3. PUBLIC FORUM – This is a special meeting under Government Code Section 54956. Public comment is limited to items appearing on the agenda. Under Section 54954.3, the public shall have the right to comment on any items appearing on the agenda prior to or during consideration of this item. Public comment on items not appearing on the agenda should be made at the regular meetings of the District.

No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the President, of that person's privilege of address.

Director Uso congratulated and welcomed Directors-Elect David Halprin and Dane Wadle who were in attendance.

4. ADOPTION OF RESOLUTION 2016-17 – EXECUTION OF STATE LOAN AGREEMENT

Discussion – This item relates to the adoption of a Resolution which would allow the District to move forward with the execution of an Installment Sale Agreement (“Loan”) in the amount of \$10,000,000, through the Drinking Water State Revolving Fund.

George Sanders made introductory comments and answered the Board’s questions

Possible Action – It is Staff’s recommendation that the Board adopt Resolution 2016-17, acknowledging the terms and conditions of the loan agreement and authorizing the Interim General Manager to sign the Agreement and move forward with the execution of the loan.

Motion by Director Uso to adopt Resolution 2016-17. Second by Director Hanschild.

Public Comment: None

Vote: The motion passed unanimously.

Ayes: Directors Hanschild, Hoelscher, Krizl, and Uso

Absent: Director Capraun

5. AUBURN LAKE TRAILS WATER TREATMENT PLANT – AWARD OF CONTRACT TO MYERS & SONS

Discussion – At a Special Meeting held on August 23, 2016, the Board awarded the construction contract for the Auburn Lake Trails Water Treatment Plant to Myers & Son Construction LP, in the amount of \$10,249,000, conditional upon the execution of the State Revolving Fund Loan in the amount of \$10,000,000.

George Sanders provided some background. He inquired if a Board Resolution was required and Legal Counsel indicated this was not necessary.

The Board directed District Staff to work with Legal Counsel and the contractor’s legal counsel to execute the concord with Myers & Sons.

Possible Action – Staff recommends that the Board authorize the Interim General Manager to work with Legal Counsel to execute a contract between the District and Myers & Sons, LP, in the amount of \$10,249,000, for the construction of the Auburn Lake Trails Water Treatment Plant upgrades.

Motion by Director Uso to adopt Staff recommendation to authorize the Interim General Manager to work with Legal Counsel to execute contract between the District and Myers & Sons in the amount of \$10,249,000, for the construction of the Auburn Lake Trails Water Treatment Plant. Second by Director Hanschild.

Public Comment: None

Vote: The motion passed unanimously.

Ayes: Directors Hanschild, Hoelscher, Krizl, and Uso

Absent: Director Capraun

6. IMPLEMENTATION OF 218 SURCHARGE – RESOLUTION 2015-11

Discussion – At a Public Hearing held on September 14, 2015, the Board adopted Resolution 2015-11 which allowed the District to “adopt the supplemental monthly charge not exceeding \$15.08 per month for the duration of the proposed 20-year SWRCB loan, in accordance with the rate study.”

Director Uso stated it is now appropriate to start the surcharge and apply whatever legal process is required to do so.

Possible Action – Staff recommends that the Board authorize Staff to notify the treated water customers of the added Supplemental Charge under the normal December billing cycle with the implementation of the added Supplemental Charge, in the amount of \$15.08 monthly, during the January-February 2017 billing cycle.

Motion by Director Uso to authorize Staff to notify GDPUD customers of the added Supplemental Charge in the amount of \$15.08 monthly for implementation during the January-February 2017 billing cycle. Second by Director Hanchild.

PUBLIC COMMENT: None

VOTE: *The motion passed unanimously.*

Ayes: Directors Hanschild, Hoelscher, Krizl and Uso

Absent: Director Capraun

7. GENERAL MANAGER RECRUITMENT AND ESTABLISHMENT OF HIRING COMMITTEE

Discussion – At the regular Board meeting of November 8, 2016, the Board directed District Staff to add this agenda item to the Special Meeting of November 16, 2016, regarding the creation of a General Manager Hiring Committee.

Interim General Manager Darrell Creeks presented the Board with an summary of options for the creation of a hiring committee discussed by the Board, along with a chronology of actions taken by the Board to date relative to the selection of a new General Manager.

Possible Action – It is Staff’s expectation that the Board will discuss the merits of the options listed by Staff per Board’s discussion, as well as other options that may be identified, and act to establish a General Manager Hiring Committee and identify next steps and timeline for the GM Recruitment Process.

Motion by Director Uso to establish the General Manager Hiring Committee of six (6) members to include Directors Hanschild, Hoelscher, Uso and newly elected Directors Wadle and Halpin and the Interim General Manager and continue to vet the applications received and bring their recommend to the full Board in closed session. Second by Director Hanschild

PUBLIC COMMENT: *Director-Elect Dane Wadle indicated he is fine with in the interest of moving the process forward as incoming Board member.*

VOTE: *The motion passed unanimously.*

Ayes: Directors Hanschild, Hoelscher, Krizl and Uso

Absent: Director Capraun

8. APPROVAL OF CONTRACT WITH NOR CAL PIPELINE SERVICES

Discussion – District Staff continues to be committed to the adequate and timely maintenance of the District’s infrastructure to ensure the system’s integrity and longevity, as well as protect the public’s safety. The pipes located at Spanish Flat Road and Spanish Dry Diggins require cleaning and lining to restore the integrity of these lines.

Possible Action – Staff recommends that the Board authorize the Interim General Manager to execute a contract agreement with NorCal Pipeline Services in the amount of \$24,290 from the Capital Reserve Account (Fund 43).

Motion by Director Uso to authorize the Interim General Manager to execute a contract agreement with NorCal Pipeline Services in the amount of \$24,290 from the Capital Reserve Account. Second by Director Hoelscher.

Public Comment: None

Vote: The motion passed unanimously.

Ayes: Directors Hanschild, Hoelscher, Krizl and Uso

Absent: Director Capraun

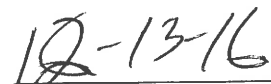
9. NEXT MEETING DATE AND ADJOURNMENT – The next regular meeting will be December 13, 2016 at 2:00 PM at the Georgetown Divide Public Utility District office.

The meeting was adjourned at 9:06 am

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Darrell Creeks by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District’s bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on November 14, 2016



Darrell Creeks, Interim General Manager



Date

Name Description	Amount	Account	Amount
ACWA JPIA - Employee Benefits	\$40,305.80	5118	\$2,381.25
		5218	\$7,511.03
		5318	\$4,362.37
		5418	\$10,018.08
		5518	\$3,296.53
		5618	\$5,325.86
		6718	\$2,151.81
		12-5668	\$5,258.87
ADT - Monthly service cost	\$187.28	10-5380	\$39.89
		10-5680	\$147.39
American Messaging	\$110.27	5244	\$63.76
		5344	\$23.25
		5444	\$23.26
AT&T-Monthly Service	\$817.85	5344	\$242.25
		5544	\$217.19
		5644	\$191.24
		6744	\$100.04
		30-1226	\$67.13
Board of Equalization	\$8,992.72	10-5184	\$8,992.72
California Diesel & Power	\$3,231.70	5346	\$3,231.70
California Laboratory Services	\$668.36	5384	\$245.00
		5484	\$423.36
Caltronics-Copier contract-copy charges	\$239.53	5640	\$239.53
De Lang-Copier Lease 11/1/16-11/31/16	\$228.68	5640	\$228.68
De Lang-Formax Machine Lease 11/1/16-11/31/16	\$186.04	5640	\$186.04
Diamond Well Drilling	\$570.00	5384	\$80.00
		5484	\$490.00
GDPUD-Petty Cash November 2016	\$213.69	5348	\$22.33
		5580	\$10.00
		5640	\$22.95
		5641	\$108.41
		09-1650	\$ 50.00
Georgetown Gazette, LLC-Founders Day	\$75.00	5640	\$75.00
Home Depot	\$1,019.57	40-6738	\$23.56
		5676	\$996.01
Legalshield	\$170.05	5190	\$8.95
		5290	\$26.85
		5390	\$8.95
		5490	\$35.80
		5590	\$17.90
		5690	\$35.80
		5690-010	\$26.85
		6790	\$8.95
Medical Eye Services September 2016	\$327.91	5118	\$43.09
		5218	\$76.83

		5318	\$9.37
		5418	\$44.97
		5518	\$18.74
		5618	\$116.17
		6718	\$18.74
Northern Safety& Industrial	\$748.29	5438	\$748.29
PG&E-Utilities Electric	\$1,569.16	5344	
		5444	\$386.80
		5644	\$605.23
		6744	\$577.13
Powernet Global	\$141.02	5644	\$141.02
Premier Access Dental December 2016	\$2,259.23	5118	\$362.50
		5218	\$167.34
		5318	\$55.78
		5418	\$292.81
		5518	\$111.56
		5618	\$1,157.68
		6718	\$111.56
Proline Cleaning Services, Inc	\$250.00	5676	\$250.00
Robinson Enterprise-Gasoline & Diesel	\$2,925.50	5148	\$215.46
		5248	\$646.71
		5348	\$380.45
		5448	\$1,609.29
		6748	\$73.59
Santander	\$1,230.88	2113	\$1,070.24
		5610	\$160.64
Shingle Springs Heating & Air	\$232.19	5676	\$232.19
Sierra Coffee Service	\$88.00	5640	\$88.00
Us Bank	\$4,475.84	5038	\$1,244.86
		5039	\$3,132.60
		5040	\$98.38
USDA Forest Service	\$4,639.83	5190	\$4,639.83
Vaughn Johnson, CPA	\$7,500.00	5680	\$7,500.00
Wells Farge SRF	\$2,296.95	29-1115	\$2,296.95
Total General Fund	\$86,128.85		\$86,128.85

RETIREE FUND			
AARP Medicare Rx - December 2016	\$31.00	Dec-68	\$31.00
Blue Sheild of CA-J. Leu		12-5668	
Anthem Blue Cross-Retiree Insurance Prem. 12/1/16-12/31/16	\$1,879.94	12-1157	\$1,879.94
Blue Shield of CA - J St Dennis December 2016	\$169.00	12-5668	\$169.00
Blue Shield of CA - M. Davis 12/1/16-2/28/17	\$483.00	12-5668	\$483.00
Unitedhealthcare Ins - Prepay for D Schwagel, Dec	\$142.25	12-5668	\$142.25
Total Retiree Fund	\$2,705.19	Fund #12	\$2,705.19

Global Machinery	\$12,477.42	1414	\$12,477.42
Harris Industrial Gases	\$54.87	5138-112	\$54.87

<i>Del Paso Pipe & Steel</i>	\$1,970.63	5138-112	\$1,970.63
Capital Reserve Fund		Fund #43	

TOTAL ALL FUNDS IN GENERAL ACCOUNT	\$103,336.96		\$103,336.96
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Approved for Payment:

Treasurer

General Manager

Georgetown Divide PUD
 Month End Cash Disbursements Report
 Report for 11-16

Check Number	Check Date	Vendor # (Name)	Net Amount
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27219	11/8/2016	ALL01 (ALLEN KRAUSE)	18.5
27220	11/8/2016	ARC02 (ARC)	205.66
27221	11/8/2016	CDP01 (California Diesel & Power)	1,286.74
27222	11/8/2016	CHU02 (CHURCHWELL WHITE, LLP)	13,194.34
27223	11/8/2016	DIV05 (PLACERVILLE AUTO PARTS, INC)	702.74
27224	11/8/2016	ELD16 (EL DORADO DISPOSAL)	310.74
27225	11/8/2016	GEO01 (GEORGETOWN ACE HDW)	87.84
27226	11/8/2016	GEO04 (DIVIDE SUPPLY INC.)	495.03
27227	11/8/2016	GEO12 (GEORGE SANDERS)	6,400.00
27228	11/8/2016	GRA01 (GRAINGER, INC.)	2,778.35
27229	11/8/2016	HAR03 (HARRIS INDUSTRIAL GASES)	525.8
27230	11/8/2016	HRD01 (H.R. DIRECT)	173.18
27231	11/8/2016	KWB01 (K&W Backflow)	12,000.00
27232	11/8/2016	MJT01 (MJT ENTERPRISES, INC.)	5,244.23
27233	11/8/2016	MOB01 (MOBILE MINI, LLC-CA)	184.82
27234	11/8/2016	PAC02 (PACIFIC GAS & ELECTRIC)	13,723.34
27235	11/8/2016	PAC05 (PACIFIC CORRUGATED PIPE)	2,713.60
27236	11/8/2016	RIV02 (RIVER CITY RENTALS)	3,450.00
27237	11/8/2016	ROB02 (ROBINSON ENTERPRISES)	1,698.26
27238	11/8/2016	ROC01 (ROCKLIN HYDRAULICS)	435.31
27239	11/8/2016	SIE06 (SIERRA CHEMICAL CO.)	3,804.40
27240	11/8/2016	SIR01 (REBECCA SIREN)	4,001.50
27241	11/8/2016	SST01 (SUNSTATE Equipment Co.)	855.36
27242	11/8/2016	SWR01 (SWRCB ACCOUNTING OFFICE)	6,919.52
27243	11/8/2016	\G005 (GEOFFRION, ANN R.)	3.72
27244	11/8/2016	\H009 (HOWARD JONES INVESTMENT, LLC)	70.48
27245	11/8/2016	CAL18 (California State Disbursement Unit)	366.92
27246	11/8/2016	ICM02 (ICMA-R.T.-457 (ee))	738.67
27247	11/8/2016	IUO01 (IUOE, LOCAL 39)	338.68
27248	11/8/2016	IUO02 (PEU LOCAL #1)	124.73
27249	11/8/2016	PER01 (P.E.R.S)	42,389.69
27250	11/21/2016	AFL01 (AMERICAN FAMILY LIFE INS)	1,117.98
27251	11/21/2016	CAL18 (California State Disbursement Unit)	366.92
27252	11/21/2016	ICM02 (ICMA-R.T.-457 (ee))	738.67
27253	11/21/2016	IUO01 (IUOE, LOCAL 39)	338.68
27254	11/21/2016	IUO02 (PEU LOCAL #1)	124.73
27255	11/21/2016	PER01 (P.E.R.S)	8,340.16
27256	11/22/2016	AAR01 (AARP MEDICARERX SAVER PLUS, PDP)	31
27257	11/22/2016	ACW05 (ACWA/JPIA HEALTH)	40,305.80
27258	11/22/2016	ADT01 (ADT SECURITY SERVICES)	187.28

27259	11/22/2016	BLU01 (ANTHEM BLUE CROSS)	1,879.94
27260	11/22/2016	BLU04 (BLUE SHIELD OF CALIFORNIA)	169
27261	11/22/2016	BLU06 (BLUE SHIELD OF CALIFORNIA)	483
27262	11/22/2016	BOE02 (STATE BD OF EQUALIZATION)	8,992.72
27263	11/22/2016	CAL16 (CALTRONICS BUSINESS SYSTEMS CORP.)	239.53
27264	11/22/2016	CDP01 (California Diesel & Power)	3,231.70
27265	11/22/2016	CLS01 (CLS LABS)	668.36
27266	11/22/2016	DEL01 (DEL PASO PIPE & STEELE)	1,970.63
27267	11/22/2016	DEL05 (DELAGE LANDEN, INC)	414.72
27268	11/22/2016	DIA02 (DIAMOND WELL DRILLING COMPANY, INC)	570
27269	11/22/2016	GEO02 (GEORGETOWN GAZETTE)	75
27270	11/22/2016	GEO03 (DIANE SCHROEDER)	213.69
27271	11/22/2016	HAR03 (HARRIS INDUSTRIAL GASES)	54.87
27272	11/22/2016	LEG01 (LEGALSHEILD)	170.05
27273	11/22/2016	MED01 (MEDICAL EYE SERVICES)	327.91
27274	11/22/2016	NOR06 (NORTHERN SAFETY CO.)	748.29
27275	11/22/2016	PRE01 (PREMIER ACCESS INS CO)	2,259.23
27276	11/22/2016	PRO04 (PAUL FUNK)	250
27277	11/22/2016	ROB02 (ROBINSON ENTERPRISES)	1,741.47
27278	11/22/2016	SAN02 (Santander Leasing)	1,230.88
27279	11/22/2016	SHI01 (SHINGLE SPRINGS HEATING)	232.19
27280	11/22/2016	SIE02 (ROSE WOOLERY'S)	88
27281	11/22/2016	UNI06 (UNITEDHEALTHCARE INSURANCE CO)	142.25
27282	11/22/2016	USB05 (U.S. BANK CORPORATE PAYMENT SYSTEM)	4,475.84
27283	11/22/2016	USD01 (USDA-FOREST SERVICE)	4,639.83
27284	11/22/2016	VAU01 (VAUGHN JOHNSON)	7,500.00
27285	11/22/2016	WEL02 (WELLS FARGO BANK, NA)	2,296.95

Total for Bank Account 1000 -----> 221,859.42

Grand Total of all Bank Accounts -----> 221,859.42

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GDPUD Board Meeting
 December 13, 2016
 AGENDA ITEM #5B(3)

Georgetown Divide PUD
 Month End Payable Activity Report
 Report for 11-16

Period	Vendor # (Name)	Invoice Number	Invoice Date	Gross Amount	Description
16-Nov	AAR01 (AARP MEDICAREX SAVER PLUS, PDP)	11012016	11/1/2016	31	AARP MEDICARE M. DAVIS NOVEMBER 2016
		12012016	10/21/2016	31	AARP MEDICARE M. DAVIS 12/16
			Vendor's Total	62	
16-Nov	ACW05 (ACWA/JPIA HEALTH)	438575	10/3/2016	29700.44	PREPAID INSURANCE PREMIUMS
		446647	11/7/2016	40305.8	PREPAID INS DECEMBER 2016
			Vendor's Total	70006.24	
16-Nov	ADT01 (ADT SECURITY SERVICES)	605093085	11/7/2016	39.89	SECURITY SVC 11/20-12/19/16 WTP
		605201094	11/8/2016	147.39	SECURITY SVC 11/21-12/20/16
			Vendor's Total	187.28	
16-Nov	AFL01 (AMERICAN FAMILY LIFE INS)	112316	11/23/2016	1117.98	AFLAC Premiums
16-Nov	BLU01 (ANTHEM BLUE CROSS)	11012016	10/7/2016	1879.95	Prepaid Expenses - Health 11/1/16-12/1/16
		17788227	11/2/2016	1879.94	Prepaid Expenses-HEALTH INSURANCE 12/1-12/31
			Vendor's Total	3759.89	
16-Nov	BLU04 (BLUE SHIELD OF CALIFORNIA)	160370274	11/11/2016	169	PREPAID HEALTH INSURANCE J. ST DENNIS
16-Nov	BLU06 (BLUE SHIELD OF CALIFORNIA)	160330817	11/11/2016	483	PREPAID HEALTH INSURANCE M. DAVIS

16-Nov BOE02 (STATE BD OF EQUALIZATION)	25275997	11/8/2016	1470	WATER RIGHTS FEES 7/1/16-6/30/16
	25418368	11/8/2016	5056.96	WATER RIGHTS FEES 7/1/16-6/30/17
	25519054	11/8/2016	971.74	WATER RIGHTS FEES 7/1/16-6/30/17
	25541973	11/8/2016	1494.02	WATER RIGHTS FEES 7/1/16-6/30/17
		Vendor's Total	<u>8992.72</u>	
16-Nov CAL16 (CALTRONICS BUSINESS SYSTEMS CORP.)	214089	11/14/2016	239.53	COPIER CONTRACT 10/14/16-11/13/16
16-Nov CAL18 (California State Disbursement Unit)	110816	11/8/2016	366.92	PAYROLL CLEARING-N TILMAN
	112316	11/23/2016	366.92	PAYROLL CLEARING-N. TILMAN
		Vendor's Total	<u>733.84</u>	
16-Nov CLS01 (CLS LABS)	6111726	11/15/2016	245	ANNUAL TITLE 22
16-Nov CWS01 (CORBIN WILLITS SYS. INC.)	B610151	10/15/2016	553.2	SERVICE AND ENHANCEMENT NOVEMBER
16-Nov DEL05 (DELAGE LANDEN, INC)	52170565	11/6/2016	228.68	COPIER CONTRACT 11/1-11/30/16
	52191531	11/6/2016	186.04	FORMAX FOLDING MACHINE CONTRACT 11/1-11/30/16
		Vendor's Total	<u>414.72</u>	
16-Nov DIA02 (DIAMOND WELL DRILLING COMPANY, INC)	1285	11/9/2016	570	OCT 2016 TESTING
16-Nov GEO01 (GEORGETOWN ACE HDW)	51471	11/1/2016	30.9	MAINT. SUPPLIES (KEYS)
	51499	11/3/2016	37.6	SPANISH DRY DIGGINS SUPPLIES
		Vendor's Total	<u>68.5</u>	
16-Nov GEO03 (DIANE SCHROEDER)	11012016	11/21/2016	213.69	PETTY CASH

16-Nov GEO04 (DIVIDE SUPPLY INC.)	102154	11/2/2016	32.22	UNIT# 31 TOOLS FOR ZONE
16-Nov GEO12 (GEORGE SANDERS)	11072016	11/4/2016	6400	PROFESSIONAL SVCS FOR OCTOBER 2016
16-Nov HAR03 (HARRIS INDUSTRIAL GASES)	1698657	11/9/2016	82.3	WIRE FOR UPCOUNTRY STRUCTURES
	1698658C	11/9/2016	27.43-	WIRE
	1698238	11/2/2016	102.07	UPCOUNTRY SAFETY WALKWAYS
		Vendor's Total	<u>156.94</u>	
16-Nov ICM02 (ICMA-R.T.-457 (ee))	110816	11/8/2016	738.67	Payroll withholding-ICMA
	112316	11/23/2016	738.67	Payroll withholding-ICMA
		Vendor's Total	<u>1477.34</u>	
16-Nov IUO01 (IUOE, LOCAL 39)	110816	11/8/2016	338.68	Union Dues Payable-LOCAL 39
	112316	11/23/2016	338.68	Union Dues Payable-LOCAL 39
		Vendor's Total	<u>677.36</u>	
16-Nov IUO02 (PEU LOCAL #1)	110816	11/8/2016	124.73	UNION DUES-LOCAL 1
	112316	11/23/2016	124.73	UNION DUES-LOCAL 1
		Vendor's Total	<u>249.46</u>	
16-Nov LEG01 (LEGALSHEILD)	11152016	11/15/2016	170.05	PROFESSIONAL SERVICES NOVEMBER 2016
16-Nov MED01 (MEDICAL EYE SERVICES)	123027501	11/3/2016	327.91	VISION INSURANCE DEC 2016
16-Nov MJT01 (MJT ENTERPRISES, INC.)	40399	11/4/2016	1350	TEMPORARY EMPLOYEE WAGES

16-Nov MOB01 (MOBILE MINI, LLC-CA)	1207718	11/2/2016	184.82	STORAGE RENTAL 11/2/16-11-29/16
16-Nov PAC02 (PACIFIC GAS & ELECTRIC)	11012016	11/1/2016	3082.3	Utilitie-07727208388-0 10/1/16-11/1/16
16-Nov PER01 (P.E.R.S)	110816	11/8/2016	3497.72	CaIPERS Member Contributi
	112316	11/23/2016	3497.72	CaIPERS Member Contributi
	110816A	11/8/2016	4842.44	CaIPERS EMPLOY Contributi
	110816B	11/8/2016	34049.53	CaIPERS OTHER OBLIGATION
	112316A	11/23/2016	4842.44	CaIPERS EMPLOY Contributi
			<u>Vendor's Total</u>	<u>50729.85</u>
16-Nov PRE01 (PREMIER ACCESS INS CO)	11222016	11/22/2016	2259.23	DENTAL INSURANCE DECEMBER
16-Nov PRO04 (PAUL FUNK)	11715	11/10/2016	250	CLEANING SERVICES FOR OFFICE NOV 2016
16-Nov RIV02 (RIVER CITY RENTALS)	1020500	11/2/2016	3450	UPPER DITCH PIPE JOB EQUIPMENT RENTAL
16-Nov ROB02 (ROBINSON ENTERPRISES)	16111226	11/15/2016	1741.47	GASOLINE AND DIESEL
16-Nov SAN02 (Santander Leasing)	1899750	11/10/2016	1230.88	TRUCK LEASE PAYMENT
16-Nov SIE02 (ROSE WOOLERY'S)	3814	11/21/2016	44	Office Supplies-COFFEE
16-Nov SIR01 (REBECCA SIREN)	11072016	11/4/2016	4001.5	PROFESSIONAL SERVICES 10/4-11/4/16
16-Nov UNI06 (UNITEDHEALTHCARE INSURANCE CO)	12012016	11/22/2016	142.25	PREPAY SUPPLEMENTAL INSURANCE D. SCHWAGEL

16-Nov	USB05 (U.S. BANK CORPORATE PAYMENT SYSTEM)	11222016	11/15/2016	4475.84	CAL CARD
16-Nov	WEL02 (WELLS FARGO BANK, NA)	11012016	11/1/2016	2296.95	WALTON LAKE ANNUAL RESERVE NOVEMBER

Total of Purchases -> 172546.96
=====

Memo



To: Board of Directors
From: Darrell Creeks, Interim General Manager
Date: December 6, 2016
SUBJECT: **APPROVAL OF CONTRACT WITH SACRAMENTO PRESTIGE GUNITE**

Board Meeting of December 13, 2016; Agenda Item #5C

BACKGROUND / DISCUSSION

The Board-approved 2016-17 Capital Budget provides for funding for regular maintenance and repairs (M & R). When the Board considered the approval of the Capital Budget, the District Staff provided a list of M & R projects to be funded through this account. The gunite work at Upper and Lower Cherry Acres is included in this list.

The District has received the attached quote from Sacramento Prestige Gunite which reflects a cost of \$16,000 for work at Upper Cherry Acres, \$9,280 for Lower Cherry Acres, and an additional charge of \$1,500 for demobilization.

The District has utilized the maintenance services of Sacramento Prestige Gunite for this type of work in the past.

RECOMMENDATION

It is Staff's recommendation that the Board authorize the Interim General Manager to negotiate a contract with Sacramento Prestige Gunite for all necessary labor and equipment for the placement of gunite at Upper and Lower Cherry Acres, with funds from Account 5200, Maintenance, and Repairs.



SACRAMENTO PRESTIGE GUNITE

READY MIX • BLOCK • SHOTCRETE/GUNITE

A VCNA COMPANY

California Office

8634 Antelope North Rd., Antelope CA. 95843
Phone 916.626.6806 • Fax 916.696.6805

Corporate Headquarters

8529 SouthPark Circle • Suite 320 • Orlando, FL 32819
Phone 407.802.3540 • Fax 407.226.0359

www.prestigeconcreteproducts.com

Specialty Shotcrete Unit Price Proposal/Agreement

Submittal Date: November 15, 2016

Revised Date:

Prepared for:

Georgetown Divide Public Utility District

Contacts:

Marty Cerante
530-334-3692
Marty@gd-pud.org

Project Name:

Cherry Acres upper and lower

Thank you for your consideration, we are excited to provide you with the following pricing and specifications for Shotcrete/Gunite. We look forward to servicing your Specialty Shotcrete/Gunite needs on this project and future projects.

Scope of work:

- Placement of Gunite per specifications)

Prestige to provide the following:

- All necessary labor and equipment for the application of gunite

Customer's Responsibility:

- Clear access to work location
- Provide a secure staging area
- Provide fresh water supply
- Provide dumpster for waste removal
- Equipment for waste removal
- All vegetation within 15' of the work area will be removed by owner; if vegetation is not removed Prestige will not be responsible for any damage



SACRAMENTO PRESTIGE GUNITE

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www.prestigeconcreteproducts.com

- Owner shall pay a minimum fee of \$1,500.00 or time and material whichever is greater per trip for scheduled work not available
- All required testing and curing of placed material
- All necessary permitting

Unit Pricing:

Items	Coverage	Material Description	Qty.	UOM	Unit Price	Bid
Cherry acres upper	4" min. thickness	2500 psi gunite	50	Cubic yards	320.00	16000.00
Cherry Acres Lower	2" min. thickness	2500 psi gunite	29	Cubic yards	320.00	9280.00

Square footage pricing includes waste up to 00 % waste factor.

Yardage pricing does not include waste, please allow up to 00 % waste factor.

Additional Charges:

Items	Quantity	Cost Per Unit
Mobilizations	n/c	
Pull Off	n/a	1500.00
Edge/Corner	n/c	
Perdiems	included	
Hotels	included	
QC Control	included	

Notes:



SACRAMENTO PRESTIGE GUNITITE

READY MIX • BLOCK • SHOTCRETE/GUNITITE

A VCNA COMPANY

California Office

8634 Antelope North Rd., Antelope CA. 95843
Phone 916.626.6806 • Fax 916.696.6805

Corporate Headquarters

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Phone 407.802.3540 • Fax 407.226.0359

www.prestigeconcreteproducts.com

- Project will require a site visit by Sacramento Gunitite prior to dispatching crews
- Minimum two week notice prior to mobilization
- Duration of the project estimated at 2 working day, Sacramento Gunitite and its affiliates will not be responsible for delays due to labor disputes/strikes, vandalism, availability of material, rain delays, water control issues or any delays caused by Prime Contractor and/or the Owner
- Work will require a minimum of 79 CY
- **All quantities are approximate and will be measured in place for actual billing.**
- **Please note proposal includes 79 cy of material based on the dimensions above; additional CY will be billed at a rate of \$320.00 CY**

Bonding Information:

- **Owner/Contractor shall provide a copy of executed bond.**
- **If Sacramento is required to obtain a bond, please add 2% to total bid below.**

Terms:

- **Net 30 days with approved credit application.**
- **PO required Yes**
- **If Sacramento is required to sign a contract, this agreement shall be attached as an Exhibit.**

Thank you,

Eric Schmidt

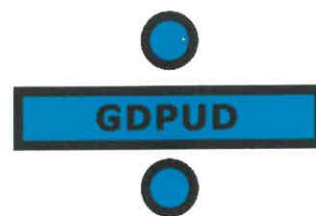
AGREED AND ACCEPTED:

X _____
Authorized Signature for Company Above

Date: ____/____/____

Print Name

Memo



To: Board of Directors
From: Darrell Creeks, Interim General Manager
Date: December 6, 2016
SUBJECT: **CONTRACT WITH CROWTON'S EXCAVATION & GRADING**
Board Meeting of December 13, 2016; Agenda Item #5D

BACKGROUND / DISCUSSION

The Board-approved 2016-17 Capital Budget provides for funding for regular maintenance and repairs (M & R). When the Board considered the approval of the Capital Budget, the District Staff provided a list of M & R projects to be funded through this account.

Attached is the quote received from Crowton's Excavation & Grading. The vendor has quoted a total amount of \$15,875 for blacktop patch work at eight (8) locations throughout the District. This project was included in the list of projects to be funded through the M&R Account of the Capital Budget.

RECOMMENDATION

It is Staff's recommendation that the Board authorize the Interim General Manager to negotiate a contract with Crowton's Excavation & Grading for all necessary labor, materials, and equipment for the repair of blacktop at various locations within the District, with payment from Account 5200, Maintenance and Repairs.



Crowton's Excavation & Grading - A - license 859312, SB# 60460
P.O. Box 390, Garden Valley, CA 95633
info@crowtonsexcavation.com
530-903-0250 Fax:530-333-1505

Georgetown Divide Public Utility District
P.O. Box 4240
Georgetown, CA 95634

12/5/2016

Bid Proposal

Repair patches - 1,2,3,5,6,and 7	\$9,475.00
Included - Traffic control, sawcut, excavate and compact pave patches with 3" of 1/2" asphalt and off haul spoils	
Repair patch - 4 Bike path	\$3,400.00
Included - Traffic control, sawcut, excavate and compact pave patch with 3" of 1/2" asphalt and off haul spoils, DOT permit and striping	
Repair patch - 8 Johntown Creek Rd.	\$3,000.00
Included - Traffic control, sawcut, excavate and compact pave patch with 3" of 1/2" asphalt and off haul spoils	

Exclusions:

Bonding, SWPPP, Erosion control, Surveying, Geotechnical testing, Permits, Landscaping,
Irrigation, night or weekend work.

Memo



To: Board of Directors
From: Darrell Creeks, Interim General Manager
Date: December 6, 2016
SUBJECT: **CONTRACT WITH K & W BACKFLOW SERVICE FOR HAZARD SURVEY**

Board Meeting of December 13, 2016; Agenda Item #5E

BACKGROUND / DISCUSSION

This contract with K & W Backflow Service will provide for compliance by the District with a State requirement to conduct an annual cross connection hazard survey of the District's potable water system. Payment for this service will come from Account 5300 of the General Fund.

K & W Backflow Service will survey 1,000 potable water customers at a cost of \$14,000 completing the survey in compliance with the California Department of Public Health requirements for a cross connection survey. They will provide the District with a completed report.

RECOMMENDATION

It is Staff's recommendation that the Board authorize the Interim General Manager to negotiate a contract with K & W Backflow Service to conduct the annual cross connection hazard survey of the District's water system in the amount of \$14,000 from the General Fund.

Memo



To: Board of Directors
From: Darrell Creeks, Interim General Manager
Date: December 6, 2016
SUBJECT: **UPDATE ON GENERAL MANAGER SELECTION PROCESS**
Board Meeting of December 13, 2016; Agenda Item #6

BACKGROUND / DISCUSSION

It was reported at the regular Board meeting of November 8, 2016, that the executive search consultant had received, to that date, sixteen (16) applications for the General Manager position.

At the special Board meeting of November 16, 2016, the Board created the General Manager Hiring Committee to include Directors Hanschild, Hoelscher, Uso; newly elected Directors Halpin and Wadle; and Interim General Manager Darrell Creeks.

The Board also indicated that this committee would vet all the applications received in a special closed session.

RECOMMENDATION

Set a Special Closed Session Meeting for Thursday, December 15, 2016, at 5:30 p.m. and direct District Staff to post the agenda as required.

Memo



To: Board of Directors

From: Darrell Creeks, Interim General Manager

Date: December 1, 2016

Re: **GENERAL MANAGER'S REPORT**

Board Meeting of December 13, 2016; **Agenda Item #9**

BACKGROUND / DISCUSSION

Surcharge Notice to Customers

All treated water customers will receive a Notice in the December bill that the Supplemental Charge of \$30.16, for the Auburn Lake Trails Water Treatment Retrofit, will be included in the January-February billing.

EDWA Cost Share Funding

Unfortunately, our cost share projects were not on the EDCWA agenda for their last meeting. There was apparently an issue with the project descriptions (which they wrote). Derrick Whitehead re-wrote the project description and goals and sent it to EDCWA General Manager Ken Pane for his review. I contacted Ken on December 7th and he indicated they are still working on it. Hopefully, it will be on their next agenda. We have already missed the deadline for the tank re-coating project.

Meter Replacement Program – RFP and Financing Plan

The development of the RFP is ongoing. We have provided MC Engineering with information and they have completed the GIS plotting of our meters and field review of our system. The RFP should be ready to be issued within the next couple of weeks.

RCAC Water Rate Study

Staff continues to send requested information to RCAC. The Finance Committee will review the information RCAC has provided at their next meeting.

Board Orientation Material

District Staff has prepared a binder of information for our new Board members and will also provide the rest of the Board with updated information; i.e. Board and Staff Directory and 2017 Annual Calendar.

ACWA JPIA Resources

The JPIA of the Association of California Water Agencies offers quality training opportunities for Board Members and Staff that will assist our District improve our operations.

The District Staff would like to take full advantage of these opportunities during the next few months, and plan to schedule training for Staff. We would like the Board to consider directing Staff to create a schedule of training for the Board Members. We will distribute a survey to determine the Board's areas of interest.

RECOMMENDATION

Take appropriate action as desired. Receive and file this report.

Memo



To: Board of Directors
From: Martin Ceirante, Acting Operations Manager
Date: December 6, 2016
Re: **OPERATIONS MANAGER'S REPORT**
Board Meeting of December 13, 2016; **Agenda Item #10**

BACKGROUND / DISCUSSION

Recoating of Walton Storage Tank #1

The District is moving forward with the recoating project. Staff has nearly completed the bid documents with hopes to release the bid package late December or early January 2017. Staff is anticipating to have the project completed spring of 2017.

Master Production Meter at Walton Lake Treatment Plant

Staff has completed the site work for the relocation of the Master Meter Transmitter. Staff will schedule Aqua Sierra Engineering at their earliest availability to complete the needed work. With the completion of this work the District should expect to get more reliable and accurate accounting of treated water produced at the Walton Lake Water Treatment Plant.

Water Treatment (ALT & Walton)

The Auburn Lake Trails Water Treatment Plant produced 13.844 million gallons of potable water for the month of November. This equates to an average of 461,467 gallons per day. This flow is a decrease of 170,033 gallons per day from the month of October. The Walton Lake Water Treatment Plant produced 14.379 million gallons of potable water for the month of November. This equates to an average of 479,900 gallons per day. This flow is a decrease of 300,356 gallons per day from the month of October.

As of July 2014, the District is required to report to the State the amount of total potable water produced through the two plants (ALT and Walton) monthly, and to compare that value with the demands of the prior year over the same reporting period. The table below shows the percentage increase (+) or decrease (-) for 2015/16, together with 2013/16.

The District is no longer required to reduce water consumption by 29% compared to 2013. We are self-certified at 0%; however, we are still held to reduce 20% by 2020.

Month 2016	+/- over 2015	+/- over 2013	Month 2016	+/- over 2015	+/- over 2013
January	-6%	-8%	July	+24%	-22%
February	+5%	-0%	August	+18%	-15%
March	-16%	-15%	September	+18%	-2%
April	+3%	-23%	October	-4%	-22%
May	+6%	-37%	November	-4%	-21%
June	+19%	-25%	December		

Water Quality

The District conducted the required water quality monitoring at the treatment plants and in the distribution system and submitted the required water quality monitoring reports to the State Water Resources Control Board (SWRCB). Under contract with the District, Becky Siren prepared the required reports and reviewed key elements of the same with the Interim General Manager prior to submittal.

The Treatment Plant reports showed compliance with all drinking water standards, with the exception of the Auburn Lake Trails Water Treatment Plant which is currently under a compliance order from SWRCB for failure to meet the requirements of the Surface Water Treatment Rule.

The distribution system monitoring results showed all samples absent/negative of any bacteriological contamination and adequate levels of disinfection through the system.

The District conducted the annual California Code of Regulations, Title 22 water monitoring testing. The District was required to test for four constituents this year, natural occurring Fluoride, Hexavalent Chromium, Nitrates and Perchlorate. The results were non-detect on all four.

A copy of the report, as submitted to the SWRCB, has not been included in this report due to the technical nature and overall size of the document.

Waste Water: Auburn Lake Trails

Average daily flows in the community disposal system were 42,840 gallons per day. This value is far below the limit of 71,800 gallons per day as identified in the Waste Discharge Requirements.

The District has to date completed all required laboratory monitoring of groundwater, surface water and wastewater effluent.

The District is currently up to date in the monitoring of waste water systems in the zone. It is anticipated the District will stay on schedule because of permanent staff dedicated to this effort.

Stumpy Meadows Reservoir

The latest measurements collected at Stumpy Meadows Reservoir on December 7, 2016, showed a reservoir elevation of 4,253 feet 9 inches, representing storage of 17,363 acre-feet, or 87% of capacity. This represents a increase in storage of approximately 2,003 acre feet over the prior month.

Current releases from Stumpy on this date were 4.0 CFS. Flow into Stumpy on this date was recorded at 15.7 CFS.

Field Work Activities – Distribution and Maintenance

Distribution: The Distribution crew worked throughout the District distribution system repairing leaks, repairing meters, installation of new services, and adjusting altitude and pressure reducing valves. The Distribution crew completed all required water quality sampling and "USA" survey's.

Maintenance: The Maintenance crew has been working to make off season adjustments and winterize the canal system. The crew is working to replace several sections of dilapidated pipe throughout the raw water canal system.

The Combined Crews: The Combined crews are currently working on much needed repairs and safety upgrades, hand rails and walkways, to the upper canal waste gates.

RECOMMENDATION

Receive and file this report.

Georgetown Divide Public Utility District Finance Committee

"Providing financial research, review, and advisory services for the GDPUD Board of Directors and General Manager in support of sound, prudent and business-like management of the water district"

Meeting Date:

November 15, 2016

Location:

GDPUD Board Room

Adopt the November 15, 2016 Agenda

All members of the Finance Committee were present. The Agenda was adopted as presented.

Approve the July 19, 2016 Minutes

The Committee approved the minutes from the July 19, 2016 meeting.

Election of Officers

The committee elected its officers for the next term, from now until July 2017. The committee elected Dennis Goodenow as Chairperson, Rick Gillespie as Vice Chairperson, and Donna Bruss as Secretary.

Open Forum

There were no comments from the committee, staff, liaison, or the general public.

RCAC Water Rate Study Objectives and Methodology

The RCAC Water Rate Study was discussed in detail. The committee helped staff to understand the data, information, and decisions requested by RCAC to develop the Water Rate Study for the District. Some of what was discussed are:

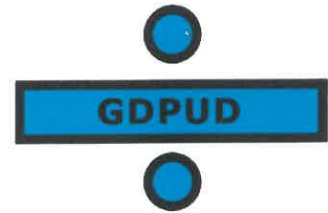
- RCAC has requested a complete inventory of all District assets. The purpose for this request is based on the need to develop the reserve costs per year to replace such assets. In addition to the list of assets, RCAC is looking for when the asset was placed into service, what was its original cost, and its estimated life expectancy.
- RCAC has also requested the District to estimate what percentage of the future cost to replace each asset the District wants to have on-hand at that time. The default percentage in the RCAC model is 20 percent.
- The Finance Committee suggested that the District develop the list of assets and provide the basic data and the Finance Committee would review that list and make suggestions for an appropriate percentage of replacement cost for each item.
- The Committee also discussed the issue raised about the policy and enforcement of such policy for posting expenses to the various District Departments.

Discussion of Methodologies to adjust the Cost Rates to Sales Rates

The Committee discussed this topic with the following suggestions:

- Determine actual water usage based on the best data available.
- Define the subsidy target and allocation methodology.
- Develop an emergency fund.
- Develop a rate stabilization fund.

Memo



To: Board of Directors
From: Darrell Creeks, Interim General Manager
Date: December 6, 2016
SUBJECT: **GEORGETOWN DIVIDE RECREATION DISTRICT WATER BILL**
Board Meeting of December 13, 2016; Agenda Item #12

BACKGROUND / DISCUSSION

At the regular Board meeting of October 11, 2016, the Board of Directors considered a request from the Georgetown Divide Recreation District (GDRD) for a reduction in their water bill due to leakage.

The original bill for the July-August period was \$11,560. District Staff applied the Board's Leakage Consideration Policy and reduced the bill by \$3,021 leaving a balance of \$8,539. The GDRD General Manager appeared before the Board to request consideration of an additional reduction to this bill.

The Board voted unanimously to take the following action in response to this request:

Require the Georgetown Divide Recreation District to pay the average monthly bill of \$3,000 for this billing period; suspend the balance due for two months to allow the recreation district to work on recovering their losses; and direct staff to bring the matter back to the Board for action after this bill suspension period.

The GDRD made the \$3,000 payment for the July-August billing period leaving a balance of \$5,539 for this pay period. For clarification, it should be noted that the recreation district is current with their September-October bill, and will receive a bill for the November-December period this month.

On December 1, 2016, GDRD General Manager Carl Clark informed the District Staff that they will pay the balance of the July-August bill. They have requested that they be allowed to make this payment in February.

RECOMMENDATION

It is Staff's recommendation that the Board allow the GDRD to pay the remaining balance of their bill for the July-August billing period in February.

Memo



To: Board of Directors
From: George Sanders, Engineering Consultant
Date: December 5, 2016
SUBJECT: **UPDATE ON ALT WATER TREATMENT PLANT**
Board Meeting of December 13, 2016; **Agenda Item #13**

BACKGROUND / DISCUSSION

SRF Loan Agreement:

Staff is in receipt of a fully executed Installment Sale Agreement (Loan) from the State. That Agreement was executed on December 2, 2016, by Darrin Polhemus, Deputy Director of the Division of Financial Assistance. A copy of the signature page 27 together with the e-mail is attached for reference.

Construction Contract and Notice to Proceed – Myers & Sons Construction:

District Counsel identified the need to make changes to the content and/or language within the proposed construction contract between the District and the Contractor. This remains work in progress at the time of drafting this agenda item. Staff will update and report on any recent progress at the Board meeting. Once this is resolved it will take approximately 1 week to secure the required bonding/signatures/notary.

Once the construction contract is executed and prior to commencing construction, the District will need to issue a Notice to Proceed. Within this agenda item, Staff is requesting Board authorization.

Construction Management:

This remains work in progress at the time of drafting this agenda item. Staff will report on any recent progress at the Board meeting. Staff will manage this element of work until a firm is under contract.

RECOMMENDATION

It is Staff's recommendation that the Board authorize the issuance of the Notice to Proceed with the work subject to execution of the Construction Contract.

George Sanders

From: Darrell Creeks
Sent: Monday, December 05, 2016 4:25 PM
To: George Sanders
Subject: FW: Georgetown Divide PUD - Project 0910013-005C
Attachments: DW Letter Single Audit Compliance w Executed .pdf; FA_Georgetown Divide PU_Executed.pdf

From: Nanca, Maria@Waterboards [mailto: Maria.Nanca@waterboards.ca.gov]
Sent: Monday, December 5, 2016 4:12 PM
To: Darrell Creeks <dacreeks@gd-pud.org>
Cc: Hartwell, Seresa@Waterboards <Seresa.Hartwell@waterboards.ca.gov>; Ruehlig, Joshua@Waterboards <Joshua.Ruehlig@waterboards.ca.gov>; Hearne, Thera@Waterboards <Thera.Hearne@waterboards.ca.gov>; Wilson, Terry@Waterboards <Terry.Wilson@waterboards.ca.gov>; Trinh-Le, Uyen@Waterboards <Uyen.Trinh-Le@waterboards.ca.gov>; Rezvani, Ali@Waterboards <Ali.Rezvani@waterboards.ca.gov>; Hinrichs, Richard@Waterboards <Richard.Hinrichs@waterboards.ca.gov>
Subject: Georgetown Divide PUD - Project 0910013-005C

Hello Darrell Creeks,

The Georgetown Divide Public Utility District Funding Agreement No. D16-02021 was executed on December 2, 2016. Attached is a PDF copy of the executed Funding Agreement. An executed copy will be mailed out shortly.


For questions about your project, please contact the Project Manager - Joshua Ruehlig at (916) 445-3579 or Joshua.Ruehlig@waterboards.ca.gov.

If you have any questions regarding disbursements, please contact Terry Wilson, Disbursements Analyst, at (916) 449-5569 or Terry.Wilson@waterboards.ca.gov.

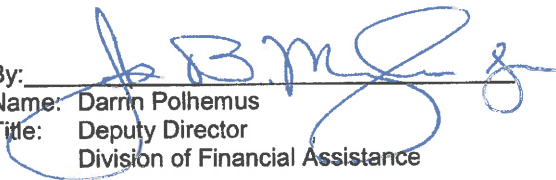
Thank you,
Maria Nanca
Water Resources Program Analyst
State Water Resources Control Board
Division of Financial Assistance
Loans and Grants
(916) 319-0806

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT:

By: 
Name: Darrell Creeks
Title: General Manager
Date: 11/16/16

STATE WATER RESOURCES CONTROL BOARD:

By: 
Name: Darrin Polhemus
Title: Deputy Director
Division of Financial Assistance
Date: 12/2/16

Memo



To: Board of Directors
From: George Sanders, Engineering Consultant
Date: December 9, 2016
SUBJECT: **ADOPTION OF RESOLUTION 2016-21 AUTHORIZING INTERIM GENERAL MANAGER TO ENTER INTO A CONTRACT WITH MYERS & SONS TO CONSTRUCT THE AUBURN LAKE TRAILS WATER TREATMENT PLANT**

Board Meeting of December 13, 2016; **Agenda Item #14**

BACKGROUND / DISCUSSION

This agenda item requests the Board adopt Resolution 2016-21 authorizing the Interim General Manager to enter into a contract with Myers & Sons for the construction of the Auburn Lake Trails Water Treatment Plant (**Attachment 1**).

Included with this Staff Report is the Construction Contract (**Attachment 2**) which has undergone review of Legal Counsel, representing both the District and the Contractor. In a final review by District Staff, there may remain additional items that need to be included, subject to the approval of the Counsel representing both parties.

RECOMMENDATION

It is Staff's recommendation that the Board adopt Resolution 2016-21 authorizing the Interim General Manager to enter into a contract with Myers & Sons, LP, for the construction of the Auburn Lake Trails Water Treatment Plant; and approve the Construction Contract, subject to finalizing by Legal Counsel representing the District and Myers & Sons.

RESOLUTION NO. 2016-21

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GEORGETOWN
DIVIDE PUBLIC UTILITY DISTRICT AUTHORIZING THE INTERIM GENERAL
MANAGER TO ENTER INTO A CONTRACT WITH MYERS AND SONS
CONSTRUCTION, LP TO CONSTRUCT THE AUBURN LAKE TRAILS WATER
TREATMENT PLANT CONSTRUCTION PROJECT**

WHEREAS, the Georgetown Divide Public Utility District (“District”) is in the process of upgrading its drinking water treatment system to comply with state regulations regarding the filtration of drinking water by constructing a project commonly known as the Auburn Lake Trails Water Treatment Plant Construction Project (“Project”); and

WHEREAS, the District issued a request for proposals to construct the Project on April 4, 2016 and accepted bids until 2:00 p.m. on Wednesday, June 8, 2016; and

WHEREAS, Myers and Sons Construction, LP (“Myers and Sons”) submitted a bid to construct the Project during the bidding period and was the lowest responsible bidder; and

WHEREAS, on August 23, 2016, at the District Board of Director’s meeting, the Board of Directors awarded Myers and Sons the contract to build the Project, contingent upon securing funding for the Project from the State Water Resources Control Board Drinking Water State Revolving Fund program; and

WHEREAS, the District has successfully secured funding for the Project through the State Water Resources Control Board Drinking Water State Revolving Fund program and has negotiated a contract with Myers and Sons to construct the Project; and

WHEREAS, the District’s Board of Directors wishes to authorize the District’s Interim General Manager to execute the contract with Myers and Sons to construct the Project.

NOW, THEREFORE, be it resolved and order by the Board of Directors of the Georgetown Divide Public Utility District that:

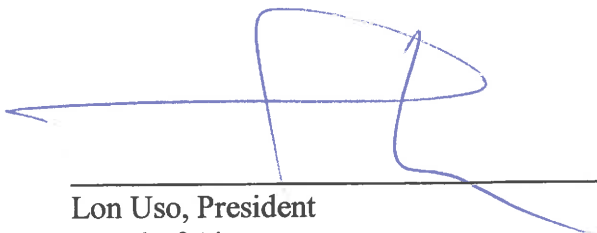
The Board of Directors hereby authorizes the Interim General Manager, or designee to execute a contract with Myers and Sons Construction, LP to construct the Auburn Lake Trails Water Treatment Plant.

PASSED AND ADOPTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT this 13th day of December 13, 2016.

AYES:

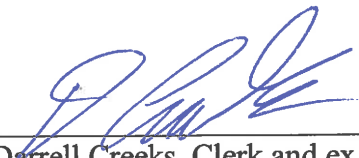
NOES:

ABSENT/ABSTAIN:



Lon Uso, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

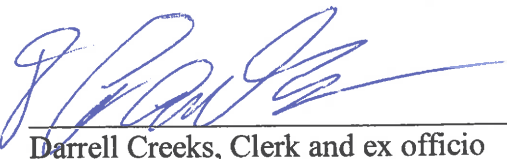
ATTEST:



Darrell Creeks, 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 2016-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 13th day of December, 2016.



Darrell Creeks, Clerk and ex officio
Secretary, Board of Directors
Georgetown Divide Public Utility District

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
PROJECT: Auburn Lake Trails Water Treatment Plant
PROJECT NO.**

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the Georgetown Divide Public Utility District, a public utility district of the State of California (“District”), and _____, a _____, (“Contractor”) (each individually, a “Party” and collectively, the “Parties”). There are no other parties to this Agreement.

RECITALS

A. District’s Board of Directors (the “Board”) caused plans and specifications for the construction work herein described (the “Project”), and did approve and adopt said plans and specifications (the “Plans”), which are attached hereto as **Exhibit A**.

B. District did publish a notice and invitation to submit sealed bids for the performance of the Project (the “Invitation to Bid”), which is attached hereto as **Exhibit B**, on April 4, 2016, at the time and in the manner required by law and District policy.

C. District also provided instructions for submitting bids on the Project (“Instructions for Bidders”) and the State Revolving Fund Requirements and Forms (“SRF Requirements”), which are attached hereto as **Exhibit C**.

D. Contractor, in response to such Invitation to Bid, submitted to District within the time specified in the Invitation to Bid and in the manner provided therein, a sealed bid to perform the Project as specified in said plans and specifications, which the Board publicly opened and canvassed in the manner provided by law with other bids submitted for the Project.

E. Contractor’s bid included a bid schedule (the “Bid Schedule”), which is attached hereto as **Exhibit D**, and which sets forth details about Contractor’s completion of the Project, including extended costs for the Project materials.

F. Contractor provided the required bid guarantee and executed bid guarantee form, which is attached hereto as **Exhibit E**, at the same time Contractor submitted its bid.

G. Contractor’s bid included a list of subcontractors designated to perform specified

portions of the Project (“Designation of Subcontractors”), which is attached hereto as **Exhibit F**.

H. Within five (5) business days of the last day to submit bids for the Project, Contractor submitted certifications of qualification for Contractor and its subcontractors on the Project, which are collectively attached hereto as **Exhibit G**.

I. Contractor was the lowest responsible bidder for the performance of the Project. The Board, as a result of the canvass of said bids, determined and declared Contractor as the lowest responsible bidder for the Project and awarded a contract therefor.

J. Contractor represents to District that it is a duly qualified firm experienced in the construction of water facilities.

K. In the judgment of the Board, it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

L. Pursuant to Contractor’s bid, Contractor will complete the Project in accordance with District’s Plans and all other Contract Documents (defined below).

M. Contractor’s timeframe for completing the Project is set forth in the “Time Allowed for Completion and Liquidated Damages,” which is attached hereto as **Exhibit H** (the “Completion Schedule”).

N. As a condition of awarding the Project to Contractor, Contractor must furnish payment and performance bonds (the “Bonds”).

O. District desires to retain Contractor to perform the Project in accordance with District’s General Conditions (the “General Conditions”), attached hereto as **Exhibit I**, District’s general performance standards (the “Performance Standards”), which are contained within Article 13 of the General Conditions, and the terms and conditions set forth in this Agreement.

P. Unless otherwise provided in this Agreement, abbreviations and capitalized terms shall have the meanings ascribed to them in sections 1.01 and 1.02 of the General Conditions.

Q. Collectively, this Agreement along with Exhibits A through I comprise the contract documents (the “Contract Documents”).

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

AGREEMENT

Section 1. Recitals. The recitals set forth above (the “Recitals”) are true and correct, and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistencies between the Recitals and Sections 1 through 23 of this Agreement, Sections 1 through 23 shall prevail.

Section 2. Term. This Agreement shall commence on the effective date and naturally terminate after final payment to Contractor by District as defined by section 14.07 of the General Conditions. Article 15 of the General Conditions provides for “Terminations for Cause or Convenience.”

Section 3. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”). Contractor, however, shall not commence the performance of services until it has been given notice by District (the “Notice to Proceed”).

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement and the Contract Documents, Contractor shall perform the services necessary to complete the Project (the “Services”) within the required timeframe and in accordance with the standards and specifications established in the Contract Documents. Contractor shall not be entitled to receive additional compensation with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in case of emergency or in the case of uncovering work, as provided by the Contract Documents.

(b) *Modification of Services.* The District, without invalidating this Agreement, may order changes to the Services, consisting of additions, deletions, or other revisions. All such changes to the Services, including contract price and contract time, shall be authorized by change order or work change directive, signed by District’s General Manager. Contractor shall not be entitled to an increase in the contract price or an extension of the contract time if it fails to secure such written authorization for such work, except in the case of an emergency as provided in General Conditions section 6.16, or in the case of uncovering work, as provided in General Condition section 13.04.D.

Section 5. Time of Performance. Contractor warrants that it will commence performance of the Services on the date specified in the Notice to Proceed, and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement. It is agreed by the Parties that time is of the essence, and that if the Project is not substantially complete within five hundred ninety (590) days after the date of commencement provided in the Notice to Proceed, and not completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within six hundred fifty (650) days after the date of commencement provided in the Notice to Proceed, damage will be sustained by District, and it may be impracticable to determine the actual amount of damage resulting from the delay. It is, therefore, agreed that Contractor shall pay to District as damages, the amount of Two Thousand Three Hundred Fifty-Eight Dollars (\$2,358.00) for each and every day substantial

completion is not reached within five hundred ninety (590) days after the date of commencement provided in the Notice to Proceed, plus any proper extension provided in the Contract Documents. It is agreed that Contractor shall pay to District as damages, the amount of One Thousand Three Hundred Fifty Dollars (\$1,350.00) for each and every day the Project is delayed following substantial completion prior to the date in which the work is completed and ready for final payment, unless such date is reached within six hundred fifty (650) days after the date of commencement provided in the Notice to Proceed, plus any proper extension provided in the Contract Documents. The Parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time this Agreement is made. The District shall have the right to deduct the amount of liquidated damages owed pursuant to this section from any money due or to become due to Contractor.

Section 6. Payment.

(a) *Payment.* District shall pay Contractor for all services which are to be performed by Contractor, and Contractor agrees to accept the compensation provided in the Bid Schedule, which is summarized as follows:

Total compensation for completion of Project: \$ _____ total.

(b) *Progress Payments; Retainage.* Owner shall make progress payments on account of the contract price ten (10) days after presentation of Contractor's application for payment to District during performance of the work. All such payments will be measured by the schedule of values established as provided in paragraph 2.07.A of the General Conditions (and in the case of unit price work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Conditions.

Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below, subject to the provisions of paragraph 14.02 of the General Conditions.

- i. Ninety-five percent (95%) of work completed (with the balance being retainage).
- ii. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

Upon substantial completion, District shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the work completed, less such amounts as engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less one hundred percent (100%) of engineer's estimate of the value of work to be completed or corrected, as shown on the tentative list of items to be completed or corrected attached to the certificate of substantial completion.

Section 7. Representations of Contractor. District relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services provided in the Contract Documents and that all of its work will be performed in accordance with the performance standards provided in the Contract Documents, using generally accepted construction practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the Services hereinafter specified, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between District and Contractor.

(c) *Taxes.* Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and taxes under the Federal Insurance Contributions Act. Contractor agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish District with proof of payment of taxes on these earnings.

(d) *Authority.* Contractor represents that it possesses the necessary licenses, permits, or approvals required to perform the Services or will obtain such licenses, permits, or approvals prior to the time such licenses, permits, or approvals are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to District that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

(e) *Warranty.* Contractor warrants that the work performed shall be free of defects for a period of one (1) year from the Project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to District. Warranty work shall be performed promptly following notice by District that such work is required.

(f) *Records Maintenance.* Contractor shall keep and maintain full and complete documentation and accounting records concerning all the Services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.

(g) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If requested to do so by District, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the El Dorado County clerk disclosing their financial interests.

(h) *Nondiscrimination.* Contractor shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, or physical or mental handicap. Such protections shall include but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices that Contractor shall provide an atmosphere free of sexual harassment for employees, clients, volunteers, and the general public.

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability or national origin. In addition, all agreements with subcontractors will include language as required by the Office of Federal Contract Compliance Programs that requires subcontractors to maintain equal employment opportunity policies and, as necessary, affirmative action policies.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

(i) *Prevailing Wage.* Contractor agrees to pay all craftsmen and laborers working on the Project at least the minimum prevailing wage required by the Department of Industrial Relations of the State of California. Contractor understands and agrees that it is Contractor's responsibility to determine the minimum prevailing wage and to report compliance as required under California law. Contractor shall post a copy of the current prevailing wage rate of per diem wages as determined by the Director of the Department of Industrial Relations at the job site.

Section 8. Conformity with Law and Safety. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All of the Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

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

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify District. Contractor shall not store hazardous materials or hazardous waste within District's limits without a proper permit from District.

Section 9. Assurance of Performance. If, at any time, District believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, District may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 10. Excusable Delays. Contractor shall not be in breach of this Agreement in the event of excusable delays, as further defined in Article 12 of the General Conditions.

Section 11. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. Contractor hereunder offers and agrees to assign to District, and agrees to require its subcontractors to offer and agree to assign to District, all rights, title, and interest in and to all causes of actions it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Bus. and Prof. Code, § 16700 *et*

seq.), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgement of the Parties.

Section 12. Ownership and Disclosure of Work Product. District shall be the owner of the drawings, specifications, addenda, change orders, work change directives, and field orders during the term of this Agreement regarding the Project (“Work Product”). Contractor may retain copies of the above-described documents but agrees not to disclose such documents or any information regarding the design of the Project without the express written permission of District, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of this Agreement.

When this Agreement is terminated, Contractor agrees, upon District’s written request, to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its contractors or agents, in connection with the performance of the Services under this Agreement within thirty (30) days. All materials shall be returned in the same condition as received.

Section 13. Liability for Breach. Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate such Party for all detriment proximately caused by the breaching Party's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Contractor. In the event of termination by either Party, copies of all finished or unfinished Work Product shall become the property of District.

Section 14. Workers Compensation Certification. Contractor is aware of the provisions of California Labor Code section 3700, requiring every employee to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

Section 15. Performance and Payment Bonds. Contractor shall, before commencing the Services under this Agreement, file a performance bond and a payment bond (pursuant to Civil Code division 3, part 4, title 15, chapter 7) with District, each payable to District. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall remain in effect until one (1) year after the date when final payment becomes due or until completion of the correction period specified in the Contract Documents, whichever is later, except as provided otherwise by laws or regulations or by the Contract Documents, at the sole and absolute expense of Contractor. Each bond shall be for the amount of one hundred percent (100%) of the total compensation under this Agreement. Any alterations made to the Contract Documents or the specifications to the Project shall not operate to release any surety from liability on any bond

required herein, and surety hereby consents such alterations in any surety on said bonds, and hereby waives the provisions of California Civil Code sections 2819 and 2845.

Section 16. Insurance Coverage: Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII, and will provide District with written proof of said insurance. Contractor shall maintain coverage as follows and will provide District with written proof of said insurance. Such insurance shall remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work Product. Contractor shall maintain coverage as follows:

(a) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00). Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

“The Georgetown Divide Public Utility District, its officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”

“The California State Water Resources Control Board, its officers, agents, employees, and servants are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”

“The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.”

“The insurance provided herein is primary coverage to the Georgetown Divide Public Utility District with respect to any insurance or self-insurance programs maintained by District.”

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Georgetown Divide Public Utility District, Attention: General Manager.”

(b) *Builder's Risk Insurance.* Contractor shall carry builder's risk insurance with limits of liability equal to Three Million Dollars (\$3,000,000.00). Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Georgetown Divide Public Utility District, Attention: General Manager."

(c) *Workers Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the California Labor Code. Employer's liability coverage shall be in the amount of at least One Million Dollars (\$1,000,000.00). Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Georgetown Divide Public Utility District, Attention: General Manager."

(d) *Automobile Liability Insurance.* Contractor shall carry automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Georgetown Divide Public Utility District, Attention: General Manager."

(e) *Documentation.* The following documentation shall be submitted to District:

(i) Properly executed certificates of insurance clearly evidencing all coverages, limits and endorsements required above ("Certificates"). Said Certificates shall be submitted prior to the execution of this Agreement.

(ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

(iii) Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.

(iv) Coverages shall contain no special limitations on the scope of protection afforded to District, and shall contain standard separation of insured provisions.

(f) *Policy Obligations.* Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(g) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

Section 17. Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall defend, indemnify, and hold harmless District, and District's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents") from and against any and all action, claim, loss, costs, damages, injuries (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to performance of the work, provided that any such action, claim, loss, cost, damage, injury, expense or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable (collectively, "Liabilities"). Such obligations to defend, hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of, or for defects in design furnished by, District or District's Agents, but shall apply to all other Liabilities. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Contractor from its obligations to indemnify District and District's Agents.

Section 18. Notices. Any notice or communication required hereunder between District and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly

addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express, UPS or other similar couriers, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Georgetown Divide Public Utility District
6425 Main Street
Georgetown, CA 95634
Attention: General Manager
Tel: (530) 333-4356

With courtesy copy to: Churchwell White LLP
1414 K Street, Third Floor
Sacramento, California, 95814
Attention: Barbara A. Brenner, Esq.
Tel: (916) 468-0950

If to Contractor: _____

Section 19. Exhibits. All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Agreement, with the same force and effect as if the same were set forth at length herein, and the Parties will be and are bound by any and all of said Exhibits:

Exhibit Designation	Exhibit Title
Exhibit A:	Plans and Specifications
Exhibit B:	Invitation to Bid
Exhibit C:	Instruction for Bidders and SRF Requirements
Exhibit D:	Bid Schedule
Exhibit E:	Bid Guarantee
Exhibit F:	Designation of Subcontractors
Exhibit G:	Certifications of Qualification
Exhibit H:	Completion Schedule
Exhibit I:	General Conditions

Section 20. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to include all work necessary for the completion of this Agreement. The Contractor shall

perform all the Services in conformance with the Contract Documents, unless otherwise directed in writing by District, pursuant to section 4(b) of the Contract Documents.

Section 21. General Provisions.

(a) *Modification.* No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and in accordance with the Contract Documents.

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

(c) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms, and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

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

(e) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) *Venue.* Venue for all legal proceedings shall be in the Superior Court of California, in and for the County of El Dorado.

(g) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

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

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

(j) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(k) *Supersedes Prior Agreement.* It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

(l) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(m) *Headings.* Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

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

(o) *Necessary Acts and Further Assurances.* The Parties shall at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Contractor as of the Effective Date.

DISTRICT:

Georgetown Divide Public Utility District, a public utility district of the State of California

By:
Darrell Creeks, Interim General Manager

Date:

Approved as to Form:

By:
Barbara A. Brenner, General Counsel

CONTRACTOR:

_____, a _____

By:
_____, _____

Date:

EXHIBIT A: PLANS AND SPECIFICATIONS

EXHIBIT B: INVITATION TO BID

EXHIBIT C: INSTRUCTION TO BIDDERS AND SRF REQUIREMENTS

EXHIBIT D: BID SCHEDULE

EXHIBIT E: BID GUARANTEE

EXHIBIT F: DESIGNATION OF SUBCONTRACTORS

EXHIBIT G: CERTIFICATIONS OF QUALIFICATIONS

EXHIBIT H: COMPLETION SCHEDULE

EXHIBIT I: GENERAL CONDITIONS