

AMENDED AGENDA
REGULAR MEETING
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
6425 MAIN STREET, GEORGETOWN, CALIFORNIA
TUESDAY, JANUARY 12, 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

A. Board Action to adopt agenda.

- 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.

4. APPROVAL OF MINUTES

- A. Regular Meeting of December 8, 2015.
B. Board Action to approve and file minutes.

5. FINANCIAL REPORTS

- A. Accounts Payable for January 2016, and Disbursements for December 2015
B. Revenue and Expense Summary for November 2015
C. Balance Sheet for November 2015
D. Cash and Investment Reports for November 2015
E. ALT Zone and CDS Summary for November 2015
F. Board Action to accept and adopt financial reports

6. PRESIDENT'S REPORT

7. BOARD REPORTS

8. OPERATIONS MANAGER'S REPORT

9. GENERAL MANAGER'S REPORT

10. FINANCE COMMITTEE REPORT

11. INVESTMENT POLICY REPORT AND REVIEW

A. Discussion – Annually, the Board of Directors reviews and ratifies the District's Investment Policy.

B. Possible Board Action – Staff recommends adoption of the District's Investment Policy.

12. UTILIZATION OF FUND 37 – GARDEN VALLEY ASSESSMENT DISTRICT

A. Discussion – At its December 8, 2015 Board meeting, staff presented a review of the history of Garden Valley Special Assessed District's Fund 37. The Fund was fully paid by 2000 and a residual of \$87,000 plus interest was reported by El Dorado County in 2002. The decision as to the disposition of the residual funds was tabled until GDPUD's legal counsel could review and complete a legal opinion. The legal opinion has been provided and states that residual funds may be used for maintenance activities within the Assessment District.

B. Possible Board Action – Staff recommends Board approval to use the residual funds for maintenance activities within the Garden Valley Assessment District.

13. FISCAL YEAR 2015-16 MID-YEAR BUDGET REVISION

A. Discussion – The Operations Budget has been increased by \$49,000 and the Capital Budget has been increased by \$92,000 for Fiscal Year 2015-16.

B. Possible Board Action – Staff recommends Board approval to increase the District's FY 2015-16 Operations Budget by \$49,000 and FY 2015-16 Capital Budget by \$92,000.

14. VEHICLE REPLACEMENT

A. Discussion – The District urgently needs to replace one of its inoperable vehicles. Staff recommends purchasing a Ford F-150 in order to maintain service to the treatment plants.

B. Possible Board Action – Staff recommends Board approval of the purchase of a Ford F-150 not to exceed \$35,000.

15. PROFESSIONAL SERVICES AGREEMENT WITH SIREN & ASSOCIATES

A. Discussion – Siren and Associates agreement to assist the District with the regulatory compliance for both the Public Water and Onsite Waste Water Management Zone reporting and other duties not to exceed \$88,856.

B. Possible Board Action – Staff recommends Board approval of a professional services agreement with Siren & Associates for an amount not to exceed \$88,856 for the period February 12, 2016 through February 12, 2017.

16. PROFESSIONAL SERVICES AGREEMENT WITH K & W BACKFLOW SERVICES

- A. Discussion** – Last year K & W Backflow Services completed 768 cross-connection surveys ahead of schedule under an \$8,000, one-year contract set to expire on May 31, 2016. Staff proposes to early terminate the current contract and enter into a new contract to complete an additional 1000 surveys for an amount not to exceed \$12,000 for the period January 12, 2016 through January 12, 2017.
- B. Possible Board Action** – Staff recommends Board approval of a professional services agreement with K & W Backflow Services to survey 1000 residential connections for an amount not to exceed \$12,000 for the period January 12, 2016 through January 12, 2017 and early termination of the current contract which is set to expire on May 31, 2016.

17. PETE SWEENEY – REQUEST TO USE DITCH WATER FOR POWER GENERATION

- A. Discussion** – The District is in receipt of a request from Pete Sweeney to divert a portion of the water flow in the Main Ditch, to generate power for use at his private residence.
- B. Possible Board Action** – Staff recommends the Board deny the request.

18. RESIDENTIAL FIRE SPRINKLER SYSTEM REQUIREMENTS:1-INCH METER

- A. Discussion** – All permitted new residential construction within the GDPUD service area must comply with an automatic fire sprinkler system requirement mandated by the State of California. A 1-inch service connection rather than the standard ¾-inch size is sometimes required.
- B. Possible Board Action** – Staff recommends the Board review the information provided by staff and provide direction.

19. MOUNTAIN COUNTIES WATER RESOURCES ASSOCIATION – ELECTION

- A. Discussion** – Mountain Counties Water Resources Agency (MCWRA) is holding an election for a vacant seat on its Board of Directors. The MCWRA requests that the District cast its ballot for one MCWRA Board member.
- B. Possible Board Action** – Staff recommends the Board vote for one of the candidates listed on the MCWRA Ballot.

20. APPROVAL OF STAFF AND DIRECTORS TO SPRING CONFERENCES

- A. Discussion** – The Association of California Water Agencies (ACWA) 2016 Spring Conference is scheduled for May 3 through 6 at Monterey, California. The California-Nevada Section of the American Water Works Association (AWWA) 2016 Spring Conference is scheduled for March 21-24 in Sacramento.
- B. Possible Board Action** – Staff recommends Board approval for the General Manager, Office Manager, Operations Manager, and any Board members who so request, to attend the ACWA 2016 Spring Conference. Staff also recommends Board approval for the General Manager to attend the CA-NV Section AWWA 2016 Spring Conference.

21. ALT TREATMENT UPDATE

A. Discussion – Recap and extension of prior month report on progress towards plant replacement.

B. Possible Board Action –

22. ADOPTION OF RESOLUTION 2016-01 TO APPOINT A MEMBER AND ALTERNATE TO THE EL DORADO COUNTY WATER AGENCY BOARD OF DIRECTORS

A. Discussion – GDPUD currently holds a Board position with the El Dorado County Water Agency (EDCWA). At the request of Tom Cumpston, El Dorado Irrigation District Legal Counsel, GDPUD staff has prepared Resolution 2016-01 appointing EID Director Ed Coco, MD as Director to the EDCWA Board of Directors and EID Director George Osborne as an alternate.

B. Possible Board Action – Staff recommends the Board consider adoption of Resolution 2016-01 appointing EID Director Coco to the EDCWA Board and designating EID Director Osborne as an alternate.

23. 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.

24. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – Property: Parcel No. 071-051-62-100. Agency negotiators: Darrell Creeks, Operations Manager; George Sanders, Engineering Consultant; Wendell Wall, General Manager; Barbara Brenner, Legal Counsel. Negotiating parties: Ralph C. Elliot and Georgetown Divide Public Utility District. Board to discuss terms of the proposal submitted by property owner Ralph C. Elliot pursuant to Government Code §54956.8.

B. CONFERENCE WITH LEGAL COUNSEL – Board to consider the appointment, employment, evaluation of performance, discipline or dismissal of a public employee pursuant to Government Code §54957 (b)(1).

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

26. NEXT MEETING DATE AND ADJOURNMENT – Next regular meeting February 9, 2016 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 Wendell Wall 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 January 8, 2016.

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

**Regular Meeting
January 12, 2016
2:00 P.M.**

Public Attendance

**(Please note that signing of the public attendance register is voluntary
and not a precondition for attendance. You are always welcome
to attend the meetings whether you sign in or not.)**

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CONFORMED AGENDA

REGULAR MEETING

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

TUESDAY, DECEMBER 8, 2015

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. Directors present: Capraun, Hanschild, Hoelscher, Krizl, Uso. Staff present: General Manager Wendell Wall, Operations Manager Darrell Creeks, Office Manager Victoria Knoll. Legal Counsel: Barbara Brenner of Churchwell White.*

2. ADOPTION OF AGENDA

A. Board Action to adopt agenda.

Motion by Director Uso to adopt the agenda; second by Director Hoelscher.

Public Comment: None.

Vote: Motion carries.

Ayes: Capraun, Hanschild, Hoelscher, Krizl, Uso.

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.

There was no public comment.

4. APPROVAL OF MINUTES

- A.** Special Meeting of November 4, 2015; Regular Meeting of November 10, 2015.
B. Board Action to approve and file minutes.

Motion by Director Uso to adopt the minutes; second by Director Hoelscher.

Public Comment: None.

Vote: Motion carries.

Ayes: Capraun, Hanschild, Hoelscher, Krizl, Uso.

5. FINANCIAL REPORTS

- A. Accounts Payable for December 2015
- B. Cash Disbursements (Posted Accounts Payable) for November 2015
- C. Revenue and Expense Summary for October 2015
- D. Cash and Investment Reports for October 2015
- E. ALT Zone and CDS Summary for October 2015
- F. Board Action to accept and adopt financial reports

Office Manager Victoria Knoll presented the financial reports.

Motion by Director Uso to receive and file the financial reports; second by Director Hoelscher.

Public Comment: Ray Kringle commented regarding how the CalPERS installments are shown on the financial reports. Office Manager Knoll suggested that the P&L could show "Reconciliation to Cash" at the bottom of the monthly report.

Vote: Motion carries.

Ayes: Capraun, Hanschild, Hoelscher, Krizl, Uso.

- 6. **PRESIDENT'S REPORT** – Director Krizl reported that he will be resigning from the Mountain Counties Water Resources Association at the end of the year. He further noted that the State Water Board is looking at extending conservation requirements beyond February 2016. Director Krizl thanked the staff for a great year and for their hard work; he also thanked the volunteers, the Finance Committee, and the public who attend and participate in the meetings.
- 7. **BOARD REPORTS** – Director Hanschild reported that he will be retiring from CalFire as of December 30. Director Uso thanked the staff, volunteers, and Finance Committee for their hard work.
- 8. **GENERAL MANAGER'S REPORT** – GM Wall noted that the District has fallen short of the required 32% water use reduction for the third month in a row. One of the takeaways from the recent ACWA Conference was the need to plan for continual challenges regarding the water situation in California.

GM Wall continued, reporting on the newly launched website and the next 218 process which will be supported by a cost of service study.

He then turned to the condition of the District's service fleet and the need for vehicle replacements in the very near future.

Operations Manager Darrell Creeks reported on field work activities in Distribution and Maintenance.

GM Wall commended Victoria Knoll and George Sanders for their diligence and hard work in collecting and providing the required reports and documentation dating back to 2010 to begin collecting reimbursements from the EPA grant. A reimbursement of \$339,605.78 was received on November 30.

9. **FINANCE COMMITTEE REPORT** – Finance Committee Chair Rick Gillespie reported that the Committee decided to change its meeting date to the third Tuesday of each month beginning in January in order to better respond to the needs of the Board. The Committee has completed its task of reviewing the various funds and will be providing its findings and recommendations to the Board next week. Mr. Gillespie recommended that the Board and the Finance Committee hold a public workshop where these recommendations can be discussed.

10. **REQUEST FOR VARIANCE – SECOND WATER METER REQUIREMENT**

- A. **Discussion** – A variance from the second meter requirement for water service has been requested for APN 061-410-48.

- B. **Possible Board Action** – Approve temporary variance.

Motion by Director Uso to approve a two-year variance from the second meter requirement for water service on APN 061-410-48; second by Director Hoelscher.

Public Comment: None.

Vote: Motion carries.

Ayes: Capraun, Hanschild, Hoelscher, Krizl, Uso,

11. **ELECTION OF OFFICERS – CALENDAR YEAR 2016**

- A. **Discussion** – Each year the District conducts an election of officers for the Board of Directors. While there is no legal requirement or specification or timing of officer elections, officers have historically been elected in December or January.

- B. **Possible Board Action** – Discuss the issue and take action as appropriate.

Motion by Director Hoelscher to continue with the current slate of officers; second by Director Capraun.

Director Krizl commented that he feels that it is a good idea and important for Board member development to rotate the positions.

Public Comment: Diana Michaelson, Assistant to the General Manager, noted that the position of Assistant Clerk is typically filled by another staff person, which could be the Office Manager. GM Wall nominated Victoria Knoll to fill the position of Assistant Clerk.

Director Hoelscher amended his motion to include Victoria Knoll as Assistant Clerk; second by Director Capraun.

Vote: Motion carries.

Ayes: Capraun, Hanschild, Hoelscher, Krizl, Uso.

12. APPOINTMENT OF REPRESENTATIVES TO THE EL DORADO COUNTY WATER AGENCY AND TO THE JOINT POWERS INSURANCE AGENCY

- A. Discussion** – Director Capraun requested the Board appoint a new representative to the El Dorado County Water Agency. Director Uso suggested that all outside agency representatives be reviewed annually.

Director Uso volunteered to be the representative to the El Dorado County Water Agency. Director Hanschild volunteered to be the representative to the ACWA/JPIA.

- B. Possible Board Action** – Discuss the issue and take action as appropriate.

Motion by Director Hoelscher to appoint Director Uso as the GDPUD representative to the El Dorado County Water Agency and Director Hanschild to the Joint Powers Insurance Agency effective January 1, 2016; second by Director Capraun.

Public Comment: None.

Vote: Motion carries.

Ayes: Capraun, Hanschild, Hoelscher, Krizl, Uso.

13. RENAMING OF FUND 24 – USDA LOAN FUND

- A. Discussion** – The USDA Required Reserve was established in March 2010 as a requirement of the USDA loan for the Auburn Lake Trails Retrofit. The retrofit and the loan were abandoned; however, the funds that were set aside remain idle and have been accruing interest since March 2010.

- B. Possible Board Action** – Rename this fund to “Auburn Lake Trails Water Treatment Plant Reserve.”

Motion by Director Capraun to rename Fund 24 to “Auburn Lake Trails Water Treatment Plant Reserve,” the Finance Committee to work on language that will define the balance, maintenance, and utilization parameters of the fund and to make further recommendations at subsequent Board meetings; second by Director Hoelscher.

Public Comment: None.

Vote: Motion carries.

Ayes: Capraun, Hanschild, Hoelscher, Krizl, Uso.

Engineering Consultant George Sanders commented that the USDA has communicated that it has not received anything from the District that indicates we are no longer interested in pursuing USDA loan. He recommended that the Board take formal action in January to inform USDA that we no longer wish to move forward with this loan.

14. UTILIZATION OF FUND 37 – GARDEN VALLEY ASSESSMENT DISTRICT

- A. Discussion** – In 1975, GDPUD entered into an agreement to acquire and construct improvements for the Garden Valley Water Assessment District 1975-1. The bonds matured in June 1999 and the assessment was paid in full, leaving a residual which has been accruing interest from that point forward and currently has a balance of \$107,121.

- B. Possible Board Action** – Authorize use of the funds to maintain the improvements of the Garden Valley District, specifically, maintenance of the water tank and the water conveyance system, including the replacement of pressure reducing valves.

Motion by Director Capraun to return the excess assets to the Garden Valley Assessment District contributors (Option B); second by Director Hoelscher.

The Board discussed the issue and asked Legal Counsel to review the fund and render a legal opinion as what to do with the residual funds of \$107,121.

Director Capraun withdrew the motion and Director Hoelscher withdrew his second.

Legal Counsel will research the issue and answer the question, “Can these funds be used for maintenance and improvements, or must they be returned to the assessment district”.

15. ALT TREATMENT UPDATE

- A. Discussion** – Recap and extension of prior month report on progress towards plant replacement.

Mr. Sanders reported that he has been providing technical data to Foothill Associates primarily to upgrade the air quality document. He further reported that Bruce Berger of the State Water Board recently informed staff that the project plans have been approved. The Department’s financing arm, where the loan application is being reviewed, has been informed of the approval as well.

The District is now under contract with PG&E, having paid for the required utility upgrades that will be provided by PG&E, as described at the November Board meeting.

Project funding is coming together: District reserves of approximately \$1M are in place; the EPA grant funds of about \$1M are now protected, the first reimbursement having been disbursed to GDPUD; and the \$10M loan application is moving forward at the Water Board.

Psomas has completed the bid documents. The update to the CEQA document is in process, with emphasis on the air quality component. The construction management component still needs to be addressed, and staff will bring something to the Board in January or February to show how that would work out.

- B. Possible Board Action** – Informational report only. No action required or taken.

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

Director Uso pointed out that in 2011 the State required that all new residential construction include fire sprinkler systems. Most other water districts have changed their ordinances regarding the size of water meters for new construction to allow adequate water flow for the sprinklers. GDPUD has not done this. He requested that the Board look at this issue.

Director Uso requested that the Board take a look at reversing the moratorium on new meters. Mr. Sanders noted that the Urban Management Water Plan has some stringent documentation

and reversing the moratorium during a drought would be very complicated. Director Krizl commented that a good place to start would be a discussion on what would trigger lifting the moratorium.

17. CLOSED SESSION – *The Board adjourned to closed session at 4:08 PM.*

- A. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation. Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9: Mecklenberg.
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR – Property: Parcel No. 071-051-62-100. Agency negotiators: Darrell Creeks, Operations Manager; George Sanders, Engineering Consultant; Wendell Wall, General Manager; Barbara Brenner, Legal Counsel. Negotiating parties: Ralph C. Elliot and Georgetown Divide Public Utility District. Board to discuss terms of the proposal submitted by property owner Ralph C. Elliot pursuant to Government Code §54956.8.
- C. CONFERENCE WITH LEGAL COUNSEL – Board to consider the appointment, employment, evaluation of performance, discipline or dismissal of a public employee pursuant to Government Code §54957 (b)(1).

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

The Board returned to open session at 5:12 PM and reported that no action was taken in closed session.

19. NEXT MEETING DATE AND ADJOURNMENT – Next regular meeting January 12, 2016 at 2:00 PM at the Georgetown Divide Public Utility District office.

The meeting adjourned at 5:12 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 Wendell Wall 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 December 2, 2015.

Signed _____
Wendell B. Wall, General Manager

Date _____

GDPUD
PO BOX 4240
Georgetown, CA 95634
(530) 333 4356
Fax: (530) 333-9442

Memo

To: Board of Directors
From: Sarah Wright, Administrative Aide
Date: December 21, 2015
Re: Final Pay Accounts Payable for January 12, 2015

Please take note that checks have been printed January 12, 2016 for the following vendors to take advantage of early payment discounts or to comply with payment/ mailing deadline.

ACWA JPIA	HD Supply	USDA Forest Service
ADT Security	Bryan Helm	Vaughn Johnson
All Cycles	LegalShield	Walkers Office Supply
Auburn Ford	MJT Enterprises	Customer Refund-KAS0006
CA-NV Section AWWA	Mobile Mini	
Caltronics	Murchie's Smog	
CSI	NBS	
Capitol Air Tools	PG&E	
CCS Interactive	Premier Access Ins	
Corbin Willits	Pro Cleaning Services	
Divide Chamber of Commerce	Psomas	
Divide Auto Parts	Jeff Pulfer	
ECORP Consulting	Riebes Auto	
El Dorado Disposal	Rocklin Saw Works	
Ferguson Enterprise	Safety Kleen Systems	
Foothill Associates	Scott's Auto	
Gemplers	Shingle Springs Heating & AC	
Georgetown Ace Hardware	Sierra Heavy Equipment	
Divide Supply	Simons, John	
George Sanders	Siren and Associates	
Hach Company	State Water Resource Board	
Hanser Landscaping	Thompson Auto	
Harris Industrial Gases	USA Bluebook	
Harstons Chiropractic	US Bureau of Reclamation	

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Accounts Payable --January 2016 Final Pay

Name Description	Amount	Account	Amount
ACWA JPIA -Insurance Benefits	\$ 34,489.08	12-1157	\$ 5,564.69
		40-6718	\$ 2,506.53
		10-5118	\$ 2,545.19
		10-5218	\$ 4,526.41
		10-5318	\$ 4,133.67
		10-5418	\$ 7,585.29
		10-5518	\$ 1,628.16
		10-5618	\$ 5,999.14
ACWA JPIA Workers Comp	\$ 14,912.00	10-5120	\$ 405.00
		10-5220	\$ 3,259.00
		10-5320	\$ 1,824.00
		10-5420	\$ 3,114.00
		10-5420	\$ 1,752.00
		10-5520	\$ 4,060.00
		40-6720	\$ 498.00
ADT	\$ 149.05	10-1156	\$ 149.05
All Cycles--Miscellaneous Supplies	\$ 450.18	5146	\$ 450.18
Auburn Ford	\$ 98.00	5346	\$ 98.00
CA-Nev AWWA	\$ 80.00	5484	\$ 80.00
Caltronics-Copier contract-copy charges	\$ 233.03	5640	\$ 233.03
Capitol Air Tools	\$ 448.10	5238	\$ 448.10
Carmody-Dec 2015	\$ 59.00	6744	\$ 59.00
Churchwell White - Counsel	\$ 13,375.00	5636	\$ 5,660.00
		6736	\$ 7,715.00
CCSInteractive - Website Development	\$ 2,304.66	5680	\$ 2,304.66
Corbin Willits Systems Service Fees & Consulting	\$ 337.38	5546	\$ 168.69
		5646	\$ 168.69
De lage Landen-Copier Contract , Dec 2015	\$ 414.72	5640	\$ 414.72
Diamond Well Drilling	\$ 625.00	5384	\$ 80.00
		5484	\$ 450.00
		6784	\$ 95.00
Divide Auto Parts	\$ 890.73	5446	\$ 398.59
		5246	\$ 182.41
		5438	\$ 61.64
		5238	\$ 124.01
		5346	\$ 62.04
		6746	\$ 62.04
Divide Chamber of Commerce	\$ 100.00	5689	\$ 100.00
Divide Supply	\$ 147.86	5438	\$ 147.86
ECORP	\$ 1,793.39	5128	\$ 1,793.39
El Dorado Disposal	\$ 306.93	5344	\$ 203.60
		5644	\$ 103.33

<i>Ferguson</i>	\$ 3,642.69	5438	\$ 3,642.69
<i>Foothill Associates</i>	\$ 4,716.45	10-1553-912	\$ 4,716.45
<i>Gemplers</i>	\$ 635.89	5438	\$ 635.89
<i>George Sanders</i>	\$ 4,640.00	1553-912	\$ 1,520.00
		1560	\$ 1,600.00
		5680	\$ 1,240.00
		6780	\$ 200.00
		5480	\$ 80.00
<i>Georgetown Hardware</i>	\$ 303.86	5438	\$ 147.14
		6738	\$ 30.70
		5238	\$ 70.15
		5138	\$ 55.87
<i>Global Machinery--Miscellaneous Supplies</i>	\$ 123.19	5238	\$ 123.19
<i>Hach Co. - Supplies</i>	\$ 767.79	5338	\$ 767.79
<i>Hanser</i>	\$ 1,731.00	5180	\$ 1,731.00
<i>Harris</i>	\$ 40.00	5639	\$ 40.00
<i>Harston Chiropractic</i>	\$ 100.00	5484	\$ 100.00
<i>HD Supply --Materials</i>	\$ 1,420.06	5238	\$ 1,420.06
<i>Helm, Bryan</i>	\$ 45.92	5438	\$ 45.92
<i>LegalShield</i>	\$ 170.05	5190	\$ 17.90
		5290	\$ 35.80
		5390	\$ 8.95
		5490	\$ 8.95
		5590	\$ 17.90
		5690	\$ 35.80
		5690-10	\$ 26.85
		6790	\$ 17.90
<i>MJT Enterprises, Inc.--Temporary Labor</i>	\$ 14,172.80	5211	\$ 7,207.20
		5511	\$ 6,965.60
<i>Mobile Mini, 12/30-1/26/16</i>	\$ 173.62	5639	\$ 173.62
<i>Murchie's Smog & Repair--Smog Inspections</i>	\$ 185.25	6746	\$ 30.00
		5146	\$ 34.50
		5246	\$ 34.50
		5446	\$ 34.50
		5346	\$ 51.75
<i>NBS</i>	\$ 2,229.76	51-7090-7100	\$ 637.07
		52-7090-7100	\$ 637.07
		25-2540-021	\$ 222.98
		25-2540-022	\$ 254.83
		25-2540-23	\$ 159.27
		25-2540-024	\$ 318.54
<i>Pape Material Handling</i>	\$ 174.51	5446	\$ 174.51
<i>PG&E--Utilities Electric</i>	\$ 11,438.96	5344	\$ 10,303.85
		5644	\$ 566.88
		5444	\$ 272.31
		6744	\$ 295.92

PowerNet Global Communications--Long Distance Service	\$ 9.04	5644	\$ 9.04
Premier Access	\$ 1,938.60	5118	\$ 55.78
		5218	\$ 446.32
		5318	\$ 320.74
		5418	\$ 836.86
		5518	\$ 55.78
		5618	\$ 167.34
		6718	\$ 55.78
Pro-Line Cleaning Services--Janitorial Services	\$ 250.00	5676	\$ 250.00
Psomas- ALT Upgrade	\$ 490.00	10-1553-912	\$ 490.00
Pulfer, Jeff	\$ 100.00	5338	\$ 100.00
Riebes Automotive--Misc Supplies	\$ 204.23	5446	\$ 107.49
		5146	\$ 96.74
Robinson Enterprise- Gasoline & Diesel	\$ 3,074.71	5148	\$ 355.14
		5248	\$ 1,359.76
		5348	\$ 465.79
		5448	\$ 543.87
		5648	\$ 44.82
		6748	\$ 305.33
Rocklin Saw Works	\$ 300.00	5180	\$ 150.00
		5280	\$ 150.00
Safety Kleen	\$ 65.00	5684	\$ 65.00
Scott's Automotive-Service Vehicles	\$ 166.84	5246	\$ 166.84
Shingle Springs Heating and AC	\$ 948.39	5676	\$ 948.39
Sierra Coffee Service--Office Supplies	\$ 88.00	5640	\$ 88.00
Sierra Heavy Equipment Repair	\$ 304.00	5146	\$ 76.00
		5246	\$ 114.00
		5446	\$ 114.00
Simons, John	\$ 100.00	5238	\$ 100.00
Siren & Associates--Prof Services	\$ 6,720.00	5680	\$ 3,780.00
		6780	\$ 2,940.00
State Water Boards- Operator Certification	\$ 305.00	5484	\$ 60.00
		5384	\$ 60.00
		5284	\$ 185.00
Thompsons Auto & Truck Centers	\$ 2,279.37	5446	\$ 819.77
		5146	\$ 468.77
		5246	\$ 468.76
US Bank	\$ 2,719.04	5241	\$ 30.00
		5641	\$ 1,635.79
		5441	\$ 30.00
		5644	\$ 131.88
		5440	\$ 110.70
		5640	\$ 398.17
		5540	\$ 337.50
		6740	\$ 45.00
USA Bluebook	\$ 1,740.52	6738	\$ 232.33

		5338	\$ 570.41
		5438	\$ 937.78
Unites States DOI Annual Installment	\$ 4,538.22	19-2414	\$ 4,538.22
USDA Forest Service	\$ 4,544.40	5190	\$ 4,544.40
Vaughn Johnson	\$ 2,025.00	5680	\$ 2,025.00
Walker's Office Supply--Office Supplies	\$ 989.47	5640	\$ 295.59
		5440	\$ 52.22
		10-1414	\$ 641.66
Customer Refunds-Overpayment	\$ 34.63	1020	\$ 34.63
Total General Fund	\$ 151,860.37		\$ 151,860.37

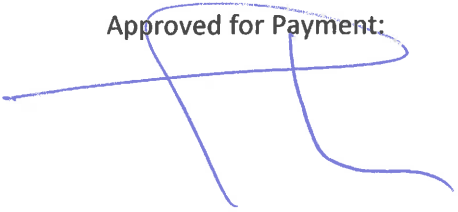
RETIREE FUND			
AARP Medicare Rx - January 2015	\$ 31.00	12-1157	\$ 31.00
Anthem Blue Cross - Retirees 1/1/16-3/1/16	\$ 3,757.34	12-1157	\$ 3,757.34
Anthem Blue Cross - P Hereford 1/1/16-4/1/16	\$ 475.41	12-1157	\$ 475.41
Total Retiree Fund	\$ 4,263.75	Fund #12	

Berkadia--Loan Pymt GW, CCA, SDD and 1977-5 Line Ext.	\$ 1,325.00	2540	\$ 1,325.00
Total Various Fund	\$ 1,325.00	Fund #25	

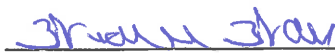
STATE REVOLVING FUND			
Wells Fargo Bank, NA--Walton SRF Loan Trust Accts.- July 2015	\$ 2,296.95	29-1115	\$ 2,296.95
State Revolving Fund	\$ 2,296.95	Fund #29	

TOTAL ALL FUNDS IN GENERAL ACCOUNT	\$ 159,746.07		\$ 159,746.07
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Approved for Payment:



Treasurer



General Manager

GDPU D DISBURSEMENTS FOR DECEMBER 2015

ID	Vendor Name	Ck Date	Ck Amt
AAR01	AARP MEDICARERX SAVER PLU	12/22/2015	31.00
ACW02	ACWA	12/8/2015	11030.00
ACW05	ACWA/JPIA HEALTH	12/22/2015	2545.19
		12/22/2015	4526.41
		12/22/2015	5564.69
		12/22/2015	4133.67
		12/22/2015	7585.29
		12/22/2015	1628.16
		12/22/2015	5999.14
		12/22/2015	2506.53
AFL01	AMERICAN FAMILY LIFE INS	12/22/2015	1067.54
ALLO1	ALLEN KRAUSE	12/31/2015	201.89
		12/8/2015	320.42
		12/8/2015	273.43
		12/31/2015	65.97
AME08	AMERICAN MESSAGING	12/8/2015	71.69
		12/8/2015	22.94
		12/8/2015	31.19
		12/8/2015	67.57
ATT02	AT&T	12/31/2015	67.57
		12/8/2015	98.48
		12/8/2015	132.42
		12/8/2015	132.44
		12/8/2015	132.44
		12/8/2015	40.68
		12/8/2015	88.68
		12/31/2015	102.27
		12/31/2015	88.68
		12/31/2015	132.42
		12/31/2015	132.44
		12/31/2015	132.44
		12/31/2015	40.68
		12/31/2015	67.57

ID	Vendor Name	Ck Date	Ck Amt
ATT02	AT&T Continued	12/8/2015	67.57
BEA01	BUTTE EQUIPMENT RENTALS	12/8/2015	125.06
BER01	BERKADIA G	12/8/2015	700.00
		12/22/2015	350.00
		12/22/2015	500.00
		12/22/2015	475.00
BJP01	BJ PEST CONTROL	12/8/2015	300.00
BLU01	ANTHEM BLUE CROSS	12/22/2015	3757.34
		12/22/2015	475.41
BLU04	BLUE SHIELD OF CALIFORNIA	12/31/2015	147.00
CAL16	CALTRONICS BUSINESS SYSTE	12/8/2015	224.08
CAL18	California State Disburse	12/8/2015	366.92
		12/22/2015	366.92
CCS01	CCSINTERACTIVE	12/8/2015	1300.00
CHU02	CHURCHWELL WHITE, LLP	12/22/2015	5660.00
		12/22/2015	7715.00
		12/8/2015	6822.79
		12/8/2015	2082.50
		12/8/2015	220.21
		12/8/2015	805.49
		12/8/2015	82.79
CLS01	CLS LABS	12/8/2015	3832.00
		12/8/2015	272.00
CWS01	CORBIN WILLITS SYS. INC.	12/8/2015	168.69
		12/8/2015	168.69
DEL05	DELAGE LANDEN, INC	12/22/2015	228.68
		12/22/2015	186.04
DIA02	DIAMOND WELL DRILLING COI	12/22/2015	80.00
		12/22/2015	450.00
		12/22/2015	95.00

GDPU DISBURSEMENTS FOR DECEMBER 2015

ID	Vendor Name	Ck Date	Ck Amt
DIV05	PLACERVILLE AUTO PARTS, I	12/8/2015	191.92
		12/8/2015	42.74
		12/8/2015	135.70
		12/8/2015	5.01
		12/8/2015	5.01
		12/8/2015	5.01
ECO01	ECORP CONSULTING, INC.	12/8/2015	1793.39
ELD16	EL DORADO DISPOSAL	12/8/2015	101.80
		12/8/2015	101.80
		12/8/2015	101.80
FER01	FERRELLGAS	12/8/2015	797.35
FER02	FERGUSON ENTERPRISES INC	12/8/2015	3223.94
		12/8/2015	2478.96
GEM01	GEMPLER'S, INC.	12/8/2015	285.47
		12/8/2015	67.83
		12/8/2015	67.83
GEO01	GEORGETOWN ACE HDW	12/8/2015	6.74
		12/8/2015	6.74
		12/8/2015	12.89
		12/8/2015	30.08
		12/8/2015	4.56
		12/8/2015	4.57
		12/8/2015	12.54
		12/8/2015	12.54
		12/8/2015	132.89
		12/8/2015	36.73
		12/8/2015	26.78
		12/8/2015	17.28
		12/8/2015	17.28
		12/8/2015	6.59
		12/8/2015	6.59
		12/8/2015	8.52

ID	Vendor Name	Ck Date	Ck Amt
GEO01	Georgetown Ace Cont.	12/8/2015	8.53
		12/8/2015	2.73
		12/8/2015	2.72
		12/8/2015	7.65
		12/8/2015	7.64
		12/8/2015	8.36
		12/8/2015	9.80
GEO02	GEORGETOWN GAZETTE	12/8/2015	64.55
GEO04	DIVIDE SUPPLY INC.	12/8/2015	45.24
		12/8/2015	20.75
		12/8/2015	10.73
		12/8/2015	22.82
		12/8/2015	42.73
GEO12	GEORGE SANDERS	12/8/2015	1840.00
		12/8/2015	640.00
		12/8/2015	480.00
		12/8/2015	80.00
		12/8/2015	1120.00
HOL02	HOLDREGE & KULL	12/8/2015	1800.00
HOM01	HOME DEPOT CREDIT SERVICE	12/8/2015	617.83
ICM02	ICMA-R.T.-457 (ee)	12/8/2015	588.67
		12/22/2015	588.67
INT03	INTERSTATE SALES	12/8/2015	209.63
IUO01	IUOE, LOCAL 39	12/8/2015	268.04
		12/22/2015	268.04
IUO02	PEU LOCAL #1	12/8/2015	101.10
JOH01	BRIAN JOHNSTON	12/22/2015	101.10
		12/8/2015	151.97

GDPU D DISBURSEMENTS FOR DECEMBER 2015

ID	Vendor Name	Ck Date	Ck Amt
LEG01	LEGALSHEILD	12/8/2015	17.90
		12/8/2015	35.80
		12/8/2015	8.95
		12/8/2015	8.95
		12/8/2015	17.90
		12/8/2015	35.80
		12/8/2015	26.85
		12/8/2015	17.90
MED01	MEDICAL EYE SERVICES	12/31/2015	9.37
		12/31/2015	46.85
		12/31/2015	9.37
		12/31/2015	18.74
		12/31/2015	18.74
		12/31/2015	140.53
		12/31/2015	18.74
MJT01	MJT ENTERPRISES, INC.	12/8/2015	1311.28
		12/8/2015	2553.00
		12/22/2015	1017.76
		12/22/2015	873.60
		12/22/2015	1497.00
		12/22/2015	1456.00
MOB01	MOBILE MINI, LLC-CA	12/8/2015	197.85
MUR04	MURCHIE'S SMOG & REPAIR	12/8/2015	51.75
		12/8/2015	51.75
		12/8/2015	51.75
		12/8/2015	47.50
		12/8/2015	47.50
		12/8/2015	671.86
		12/8/2015	25.87
		12/8/2015	25.88
		12/8/2015	51.75
		12/8/2015	51.75
NAT04	NATIONAL DOCUMENT	12/8/2015	173.18

ID	Vendor Name	Ck Date	Ck Amt
PAC02	PACIFIC GAS & ELECTRIC	12/8/2015	5461.24
		12/8/2015	10.70
		12/8/2015	31.14
		12/8/2015	281.58
		12/8/2015	93.87
		12/8/2015	33.52
		12/8/2015	22.97
		12/8/2015	13.87
		12/8/2015	19.71
		12/8/2015	24.08
		12/8/2015	199.79
		12/8/2015	36.24
		12/8/2015	164.56
PAP02	PAPE' MATERIAL HANDLING	12/22/2015	1949.36
PER01	P.E.R.S	12/22/2015	174.51
		12/8/2015	7392.37
		12/22/2015	3110.73
		12/22/2015	330.57
		12/22/2015	625.88
		12/22/2015	527.04
		12/22/2015	1082.99
		12/22/2015	345.11
		12/22/2015	1068.67
		12/22/2015	117.48
PIC02	PICOVALE SERVICES, INC.	12/8/2015	1290.00
POW01	POWERNET GLOBAL COMM.	12/22/2015	9.04
RIE01	RIEBES AUTO PARTS,LLC	12/8/2015	49.44
		12/8/2015	49.44
		12/8/2015	49.44
		12/8/2015	47.99
		12/8/2015	103.07
		12/8/2015	64.46
		12/22/2015	107.49

GDPU D DISBURSEMENTS FOR DECEMBER 2015

ID	Vendor Name	Ck Date	Ck Amt
ROB02	ROBINSON ENTERPRISES	12/22/2015	467.73
		12/22/2015	138.69
		12/22/2015	534.88
		12/22/2015	195.23
		12/22/2015	183.82
		12/22/2015	35.84
		12/8/2015	531.19
		12/8/2015	89.27
		12/8/2015	387.87
		12/8/2015	191.28
		12/8/2015	181.68
		12/8/2015	29.21
SCO01	SCOTT HERGERTON	12/8/2015	68.03
		12/8/2015	556.17
		12/8/2015	981.53
SIE02	ROSE WOOLERY'S	12/22/2015	88.00
SIE06	SIERRA CHEMICAL CO.	12/8/2015	-440.00
		12/8/2015	-320.00
		12/8/2015	2599.91
		12/8/2015	2599.91
		12/8/2015	152.00
		12/8/2015	114.00
		12/8/2015	76.00
		12/8/2015	76.00
		12/8/2015	76.00
		12/8/2015	50.67
		12/8/2015	50.67
		12/8/2015	50.66
		12/8/2015	152.00
SIM02	SIMONS, JOHN F.	12/8/2015	107.25
SIR01	REBECCA SIREN	12/22/2015	315.00
		12/8/2015	630.00
		12/8/2015	105.00

ID	Vendor Name	Ck Date	Ck Amt
SON01	SONSRAY MACHINERY, LLC	12/8/2015	278.10
SWR01	SWRCB ACCOUNTING OFFICE	12/8/2015	8295.06
THO03	THOMPSON AUTO & TRUCK	12/22/2015	522.07
		12/22/2015	351.00
USA03	USA BLUE BOOK	12/8/2015	281.61
USB05	U.S. BANK CORPORATE PAYMI	12/22/2015	15.00
		12/22/2015	15.00
		12/22/2015	15.00
		12/22/2015	15.00
		12/22/2015	15.00
		12/22/2015	15.00
		12/22/2015	15.00
		12/22/2015	131.88
		12/22/2015	110.70
		12/22/2015	131.46
		12/22/2015	243.20
		12/22/2015	55.68
		12/22/2015	337.50
		12/22/2015	67.50
		12/22/2015	45.00
		12/22/2015	760.00
		12/22/2015	15.99
		12/22/2015	20.00
		12/22/2015	19.20
		12/22/2015	157.05
		12/22/2015	467.08
		12/22/2015	51.00
		12/22/2015	15.80
USP01	POSTMASTER	12/8/2015	22.50
		12/8/2015	168.75
		12/8/2015	33.75
		12/31/2015	1875.00
		12/31/2015	375.00
		12/31/2015	250.00

GPUD DISBURSEMENTS FOR DECEMBER 2015

ID	Vendor Name	Ck Date	Ck Amt
VAU01	VAUGHN JOHNSON	12/8/2015	2700.00
VER01	VERIZON WIRELESS	12/8/2015	31.13
		12/8/2015	157.94
		12/8/2015	157.94
		12/8/2015	26.80
		12/8/2015	109.15
		12/31/2015	27.42
		12/31/2015	160.80
		12/31/2015	160.80
		12/31/2015	26.67
		12/8/2015	22.26
		12/8/2015	139.00
		12/8/2015	298.00
		12/8/2015	22.00
		12/8/2015	169.00
		12/8/2015	438.00
		12/8/2015	100.00
		12/8/2015	258.00
		12/8/2015	627.00
		12/8/2015	418.00
		12/8/2015	99.00
		12/8/2015	229.00
		12/8/2015	229.00
		12/8/2015	150.00
		12/8/2015	238.20
		12/8/2015	16.33
		12/8/2015	147.95
		12/8/2015	106.43
		12/8/2015	171.96
		12/8/2015	339.83
		12/8/2015	46.23
		12/8/2015	283.48
		12/22/2015	5.68

WAL02 WALKER'S OFFICE SUPPLY

ID	Vendor Name	Ck Date	Ck Amt
WEL02	WELLS FARGO BANK, NA	12/22/2015	2296.95
WIE01	WIENHOFF & ASSOCIATES INC	12/8/2015	105.00
\C001	CHRISTENSEN, CONWAY	12/8/2015	105.00
\H006	HOWELL, JON/NICOLE	12/8/2015	47.14
\S007	SIGMIREAN, VLAD/EMILY	12/8/2015	155.49
		12/8/2015	47.14
TOTAL:			178621.95

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Revenue Summary*
For the Four Months Ended November 30, 2015

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REVENUE CATEGORY	Budget 15-16	To Date 7/1/15-11/30/2015	Balance	% of Budget Earned	
Operating Revenue:					
Residential Sales	\$1,120,000	585,946	534,054	52.32%	A
Commercial Sales	162,750	87,696	75,054	53.88%	A
Irrigation Sales	100,000	48,456	51,544	48.46%	B
Wastewater	352,420	141,416	211,004	40.13%	C
CA Waste Fee					
Zone Charges					
Zone Escrow Fees					
Septic Design Fees					
Soil Evaluations/Loans					
Penalties	36,060	10,687	25,373	29.64%	D
Other	1,550	1,837	(287)	118.54%	E
Connection Fees					
Installation Fees					
Material Sales					
Other (primarily photo copies)					
Water Fund Material/Labor					
Total Operating Revenue	\$1,772,780	876,038	896,742	49.42%	
Non-Operating Revenue:					
Property Taxes-General	\$1,349,360	566,789	782,571	42.00%	F
SMUD	\$90,000	108,515			
Restricted Benefit Charge	10,000	0	10,000	0.00%	G
Interest Income	62,500	11,428	51,072	18.28%	H
Water Agency Cost Share	32,500	0	32,500	0.00%	
Leases	47,000	26,001	20,999	55.32%	
Hydro	63,000	11,924	51,076	18.93%	
Other (EPA Grant Reimbursement)	1,000	339,606	(338,606)	33960.58%	
Total Nonoperating Revenue	\$1,655,360	1,064,262	\$609,613	64.29%	
Total Revenue Before Transfers In	\$3,428,140	1,940,301	1,506,354	56.60%	
Transfers In	268,000		268,000	-	
Total Revenue After Transfers In	\$3,696,140	1,940,301	1,774,354	52.50%	

NOTES:

A - Revenue accrued through October 31, 2015

B - Represents irrigation revenue for October 31, 2015

C - Revenue of October 2015

D - Penalties for October 2015

E - Primarily connection and installation fees

F - Property Taxes based on County Estimate

G - Represents ordinance charges

H - The interest revenue represents interest on checking, savings, money markets, time deposits, LAIF and Kelsey and Pilot Hill Assessment Receivable Contracts

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Expense Summary*
For The Five Months Ended November 30, 2015

Acct#	EXPENSE CATEGORY	Budget 2015-2016	To Date 7/1/15-11/30/15	Balance	% of Budget Spent
Operating Expenses:					
	5010 Labor	1,100,000	406,132	693,868	37%
	5019 Overtime	58,500	19,921	38,579	34%
	5017 Standby	42,500	16,790	25,710	40%
	5011 Temporary Labor	158,800	54,185	104,615	34%
	5014 PERS Benefits	115,000	40,900	74,100	36%
	5016 Payroll Taxes	95,000	35,358	59,642	37%
5018/5071	Insurance: Health & Life Plans	260,000	123,253	136,747	47%
	5020 Insurance: Worker's Comp.	75,000	29,914	45,086	40%
	5027 Audit	15,000	11,000	4,000	73%
	5028 Engineering-Studies, including Ecorp.	40,000	7,531	32,469	19%
	5034 Insurance: General	55,000	24,948	30,052	45%
	5036 Legal--General	80,000	37,240	42,760	47%
	5038 Materials and Supplies	145,000	80,206	64,794	55%
	5039 Rentals/ Outsourced Maintenance	6,000	9,958	(3,958)	166%
	5040 Office Supplies	25,000	14,728	10,272	59%
	5041 Staff Development	6,000	741	5,259	12%
	5042 Travel--Conference	10,000	169	9,831	-
	5044 Utilities	175,000	77,920	97,080	45%
	5046 Vehicle & Equipment Maintenance	47,000	16,132	30,868	34%
	5048 Vehicle Operations	52,000	17,057	34,943	33%
	5060 Bank Fees & Payroll Services	4,000	2,135	1,865	53%
	5068 Retiree Health Premiums	120,000	36,213	83,787	30%
	5070 Director Stipends	24,000	9,200	14,800	38%
	5076 Building Maintenance	6,000	1,970	4,030	33%
	5080 Outside Service/Consultants	140,000	42,408	97,592	30%
	5084 Govt. Regulation/Lab Fees	110,000	73,060	36,940	66%
	5090 Other: Recruitment	6,000	90	5,911	1%
	5090 Other: County Tax Admin. Fees	22,000	19,026	2,974	86%
	5089 Other: Memberships	16,500	4,440	12,060	27%
	5094 Depreciation			0	
	Contingency	9,000			
	Total Operating Expense	\$3,018,300	1,212,624	1,805,676	40%

Acct#	EXPENSE CATEGORY	Budget 2015-2016	To Date 7/1/15-11/30/15	Balance	% of Budget Spent
Non-operating Expenses:					
7010	Interest Expense	\$33,000	8,746	24,254	27%
	Debt Payment	\$110,500	0	110,500	
7090	Other		2,806	(2,806)	
	Capital Improvement				
	Total Non-operating Expenses	\$143,500	11,551	131,949	8%
	Total Expenses Before Transfers	\$3,161,800	1,224,175	1,937,625	39%
	Total Expenses	\$3,161,800	1,224,175	1,937,625	39%
	Net Income (Loss)	\$534,340	\$716,126	(163,271)	134%
	PERS SIDE FUND CASH:	(\$379,000)	(\$158,060)		
	CAPITAL EXPENDITURES:	(462,030)	(\$109,217)		
	Debt Payment for Assessed Dist's**	110,000			
	Caby Grant Commitment	(286,965)	(\$1,899)		
		(\$483,655)	\$446,950		

*Subject to revision with actual audit.
 **The Actual Debt service is \$70,793 and
 \$50,000 of that is covered by Assessments
 not shown in Revenue

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
11/30/2015 BALANCE SHEET

ASSETS:

Current Assets:

Cash El Dorado Savings:	2,155,093	
Petty Cash:	350	Not on Cash Report
Water Fund Cash Drawer:	75	Not on Cash Report
Cash LAIF:	6,876,303	
Time Certificate Deposits (Wells Fargo)	200,000	
SRF Fiscal Agent Accounts:	39,547	
Total Cash or Cash Equivalents:	9,271,368	

Receivables:

Property Tax Receivable	559,161
Accounts Receivable Other:	(80)
Current Assessed Districts Receivable:	60,743
Special District Accrued Interest Receivable:	5,571
Total Current Receivables:	625,394
Total Prepays:	\$ 113,593.79
Total Current Assets:	10,010,355

LONG TERM ASSETS:

Long Term Assessed Districts Receivable:	457,397
Fixed Assets:	28,885,202
Accumulated Depreciation:	(17,246,947)
Total fixed Assets:	11,638,255
CIP Accounts	157,593
ALT Treatment Plant CIP:	826,950
Total CIP Account Balance:	984,543
Total Long Term Assets:	13,080,195
TOTAL ASSETS:	23,090,550

LIABILITIES:

Current Liabilities:

Accounts Payable	83,600
Current Bonds and Assessments	47,505
Accrued Interest Payable	14,530
Accrued Vacation	51,505
Contracts Payable	9,065
Total Current Liabilities:	206,205

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
11/30/2015 BALANCE SHEET

Long Term Liabilities:

Long Term Bonds and Assessments Payable	1,013,519.54
Retiree Fund (Long Term)	476,459.98
PERS Side Fund	1,124,734.00
Stewart Mine, Bayne Rd. Pilot Hill Constr Adv	62,379.47
Total Long Term Liabilities:	2,677,092.99
TOTAL LIABILITIES:	2,883,297.92

FUND BALANCE:

Smud Fund (08)	107,825
Water Fund (10)	12,875,628
Retiree Fund (12)	197,234
Water Development (17)	397,002
SMERFUND (19)	2,186,477
Capital Replacement (24)	761,370
SRF (29)	(267,073)
Hydro Fund (30)	516,630
EPA (35)	(24,508)
Garden Valley (37)	107,042
Cap Facility Charge (39)	1,616,675
Zone (40)	969,451
CDS (41)	43,976
CDS Reserve (42)	180,582
Kelsey North (51)	36,443
Kelsey South (52)	95,794
Pilot Hill North (53)	(7,481)
Pilot Hill South (54)	48,061
Current Earnings:	366,124
TOTAL FUND BALANCE:	20,207,252
LIABILITIES & FUND BALANCE:	23,090,550

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT						
STATEMENT OF CASH AND INVESTMENT BALANCES NOVEMBER 30, 2015						
	BEGINNING BALANCE	CASH RECEIPTS	CASH DISBURSEMENTS	TRANSFERS IN (OUT)	ENDING BALANCE	
8 SMUD Fund	216,340.00				216,340.00	
9 CABY Grant	(547.25)		(1,351.76)		(1,899.01)	
10 General Fund	1,108,516.02	230,998.86	(276,422.88)		1,063,092.00	
12 Retiree	604,663.36	3,959.63	(7,223.06)		601,399.93	
14 Stewart Mine	26,231.58				26,231.58	
25 Bayne Road & Other Assessment Districts	62,095.24				62,095.24	
16 Georgetown-Buckeye Water Improvement District	2.68				2.68	
17 Water Development	397,282.85				397,282.85	
19 Stumpy Meadows Emergency Reserve Fund (SMERF)	2,161,051.58				2,161,051.58	
53 Pilot Hill North	(7,480.80)				(7,480.80)	
54 Pilot Hill South	46,837.56				46,837.56	
51 Kelsey North	104,830.95				104,830.95	
52 Kelsey South	194,170.50	1,225.09			195,395.59	
29 State Revolving Fund	51,589.64				51,589.64	
30 Small Hydro Fund	525,503.39	903.49			526,406.88	
35 Environmental Protection Agency	(24,507.83)	339,605.78			315,097.95	
37 Garden Valley Water Improvement District	107,121.49				107,121.49	
39 Capital Facility Charges	1,618,839.79				1,618,839.79	
24 Replacement Reserve (required by USDA)	761,938.11				761,938.11	
40 Auburn Lake Trails (ALT) Zone Fund	780,102.98	44,810.82	(24,871.05)		800,042.75	
41 ALT Tank Replacement Loans & Repair Activity	44,009.10				44,009.10	
42 ALT CDS Reserve Connection Fund	180,716.36				180,716.36	
	8,959,307.30	621,503.67	(309,868.75)	0.00	9,270,942.22	
Totals by Type of Account:						
		Rate Information:				
El Dorado Savings Bank Checking	342,514.92		0.03%			
El Dorado Savings Bank Savings	1,812,578.16		0.16%			
Wells Fargo State Revolving Fund Debt Accounts	39,546.33			0.00		
Wells Fargo Brokered Time Deposits	200,000.00		2.00%			
Local Agency Investment Fund	6,876,302.81		0.28%			

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
STATEMENT OF CASH AND INVESTMENT BALANCES NOVEMBER 30, 2015**

Grand Total	\$9,270,942.22								
Accounting Basis Unrestricted, Designated and Restricted Funds Recap:									
Unrestricted Undesignated Funds	\$1,063,092.00								
<i>Designated Funds are in Italics</i>	4,265,240.17								
Restricted Funds are Shaded	3,942,610.05								
	\$9,270,942.22								
District Designated Funds/Reserve Policy Funds Recap:									
Water - Operations	1,063,092	Estimated 2014-15 Budget	490,916	Calculated from 2013-14 Audited	479,500				Two month operations expense
Water - Cash Flow			209,000		195,420				10% Water Sales
Water - Capital:									
Stumpy Meadows Emergency Reserve Fund	2,161,052								
Capital Facility Charges	1,618,840								
Replacement Reserve (required by USDA)	761,938								
Other reserves	1,033,946		8,193,835		7,871,516				50% Accumulated Depreciation
	6,638,867		8,893,751		8,546,436				
Debt Service	479,500		431,412		480,991				Actual amounts
Retiree Health	601,400		621,235 *		421,765				Actual amount
Hydroelectric	526,407		504,191		461,219				Actual amount
Wastewater - Operations	800,043		52,000		45,978				Two month operations expense
Zone - Capital			5,000		5,000				Amount set at \$5,000
Community Disposal System - Capital	224,725		250,000		250,211				50% Accumulated Depreciation
Sub Total - Wastewater/Zone	1,024,768		307,000		301,189				
	9,270,942.22		10,757,589.00	#	10,211,600.00				

Actual total reserves as of June 30, 2015
Actual total reserves as of June 30, 2014
Actual total reserves as of June 30, 2013
Actual total reserves as of June 30, 2012

* June 30, 2014 GASB 45 calculation of liability estimates the liability to be \$1,704,000.

Approved:

[Signature]
 General Manager

Treasurer

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
Auburn Lake Trails ZONE and CDS Summary*
For the Four Months Ended November 30, 2015

REVENUE CATEGORY	Budget 13-14	To Date 7/1/15-11/30/2015	Balance	% of Budget Earned
Operating Revenue:				
Zone Charges	\$ 310,000	128,216.00	\$ 181,784	41%
Zone Escrow Fees	30,000	13,200	16,800	44%
Septic Design Fees	1,000		1,000	-
Soil Evaluations/Loans/Repairs	0		0	-
Total Operating Revenue	341,000	141,416	199,584	41%
Non-Operating Revenue:				
Interest Income	1,000	557	443	-
Reimbursement of Recording Fees		0	0	-
Total Nonoperating Revenue	\$1,000	557	\$443	-
Total Revenue	342,000	141,973	200,027	42%
EXPENSE CATEGORY				
Operating Expenses:				
Labor	132,000	20,848	111,152	16%
Overtime	0	0	0	-
Standby	0	0	0	-
Temporary Labor	0	0	0	-
PERS Benefits	39,000	1,853	37,147	5%
Deferred Compensation	0	0	0	-
Payroll Taxes	11,000	1,605	9,395	15%
Insurance: Health & Life	34,000	6,743	27,257	20%
Insurance: Worker's Comp.	4,000	1,057	2,943	26%
Insurance: Dental/Optical	1,000	0	1,000	0%
Audit		880	(880)	-
Engineering-Studies	1,000	0	1,000	0%
Insurance: General	6,000	1,829	4,171	30%
Legal--General	4,000	978	3,022	24%
Materials and Supplies	4,000	2,410	1,590	60%
Rentals/ Outsourced Maintenance	2,000	0	2,000	0%
Office Supplies	3,000	808	2,192	27%
Staff Development	1,000	0	1,000	0%
Travel--Conference	1,000	0	1,000	0%
Utilities	9,000	4,563	4,437	51%
Vehicle & Equipment Maintenance	4,000	1,087	2,913	27%
Vehicle Operations	6,000	2,739	3,262	46%
Bank Fees & Payroll Services		0	0	-
Retiree Health Premiums		0	0	-
Director Remuneration		0	0	-
Building Maintenance		0	0	-
Outside Service/Consultants	6,000	4,287	1,714	71%
Public Information		0	0	-
Govt. Regulation/Lab Fees	43,000	24,065	18,935	56%
Other	0	90	(90)	-
Other: Memberships	0	0	0	-
Depreciation	34,000	0	34,000	0%
Total Operating Expense	345,000	75,840	269,160	22%
Net Income (Loss)	(\$3,000)	\$66,133	\$69,133	

*Subject to revision with actual audit.

Memo

To: Board of Directors

From: Darrell Creeks, Operations Manager

Date: January 6, 2016

Re: OPERATIONS MANAGER'S REPORT

Board Meeting of January 12, 2016; Agenda Item #8

BACKGROUND/DISCUSSION

Water Treatment (ALT & Walton)

The Auburn Lake Trails Water Treatment Plant produced 13.218 million gallons of potable water for the month of December. This equates to an average of 426,387 gallons per day. This flow is an increase of 0.051 million gallons from the month of November. The Walton Lake Water Treatment Plant produced 16.998 million gallons of potable water for the month of December. This equates to an average of 548,323 gallons per day. This flow is an increase of 0.691 million gallons from the month of November.

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) on a monthly basis 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.

As of June 2015, the District is required to reduce water consumption by 32% each month compared to the same reporting period in 2013.

Month (2015)	+/- over 2014	+/- over 2013	Month 2015)	+/- over 2014	+/- over 2013
January	-13%	-09%	July	-20%	-41%
February	+04%	-05%	August	-10%	-31%
March	+19%	+02%	September	-06%	-17%
April	+03%	-24%	October	-05%	-19%
May	-16%	-41%	November	+01%	-18%
June	-22%	-39%	December	+11%	-21%

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 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.

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 30,514 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 is currently up to date in the monitoring of waste water systems in the zone. It is anticipated the District will stay on schedule as a result of permanent staff dedicated to this effort.

Field Work Activities – Distribution and Maintenance

Distribution: Fifteen defective meters were replaced last month. Five mainline leaks and 15 meter leaks were repaired. Several broken meter boxes were replaced. Other assignments have included cleaning pressure reducing valve vaults, cleaning the upper yard at shop, cleaning up tank sites, reading meters and performing lock-offs and re-reads, cutting a large oak tree off of a vault in Cherry Acers, and installing one new service.

Maintenance: Work activities for the month of December remain concentrated around the maintenance and repair of multiple sections of the Kelsey ditch system. This ditch system, which is active only during the irrigation season, has experienced several leaks. Field crews are working to repair two significant leaks in the area of the Pine Forest Acres Subdivision. One of the areas is prepped and ready. We have to wait until the ground dries out a little to gunite. This work is not part of that identified within the CABY grant. During the heavy rains, the crews have been able to flush out many of the ditches to make things easier for irrigation season. Crews have also been able to burn many piles of debris that had built up at each grizzly.

Stumpy Meadows Reservoir

The latest measurements collected at Stumpy Meadows Reservoir on January 6, 2016, showed a reservoir elevation of 4,234' 08", representing storage of 11,909 acre-feet, or 59% of capacity. This represents an increase in storage of approximately 3,409 acre feet over the prior month.

Current releases from Stumpy on this date were 2.0 CFS. Flow into Stumpy on this date was recorded at 14 CFS.

Drought Declaration – New Potable Water Services

The District has adopted the 2010 Urban Water Management Plan as required under State Legislation. Acknowledgement of the acceptance of this Plan, by the Department of Water Resources, is confirmed in that correspondence from the same, addressed to the District dated 23 June 2014. This Plan is about to be updated, as required by the State, and is the topic of another agenda item within this meeting.

Under this Plan, drought declarations are made, based on water storage in Stumpy on the second week in April of any given year. Based on the storage in Stumpy, in April of 2015, this Board made the appropriate Stage Three declaration. Under that declaration, no new domestic accounts will be accepted unless the parcel has been assessed for improvements through a legal process. There does not appear to be a mechanism in place that would allow the District to change that declaration, based on current storage and snow pack within the watershed, outside the second week in April evaluation date.

The District currently has approximately 20 requests for new domestic water service on hold, pending a change in the Stage Three declaration. In some instances, these become lost customers through the option of developing an alternative source of water through a well.

Based on current water storage in Stumpy, together with the current snow pack within the watershed, it is very probable the District will be out of the Stage Three declaration in April of 2016.

Drought Funding – CABY Grant

The District is in receipt of a draft proposal from the consulting firm of EN2, to perform the environmental compliance, permitting, and engineering design associated with this series of projects. Staff has reviewed the subject proposal and has identified concerns relative to the various improvements together with the approach identified under the project design. In an effort to alleviate these concerns, staff, consisting of Darrell Creeks, Isaac Edelman, and Consultant George Sanders, conducted a field review of the various project locations with representatives from EN2. In addition, Director/Vice-President Carl Holscher attended the field review. Based on information gained in the field, staff has identified the need to further review the various project sites and provide added clarity to the specific area improvements. EN2 will then prepare a final proposal based on the added project needs as identified by the District. It is anticipated a contract with EN2 will be ready for consideration by this Board at the February meeting.

Completed Projects

Dam Project – This project is located north of the District Office along a section of the main ditch. Historically, this section of the ditch ran through the center of an old earthen dam structure constructed over 100 years ago. The conduit, running through the dam, consisted of a timber box section that had partially failed, thus limiting the flow within the ditch. Under this project, the inlet end of the timber structure was obliterated and the ditch was re-routed through a pipe near the southern end of the dam. The project also included the construction of a new concrete waste gate. All work was performed by District staff. The duration of the project was approximately one week. A summary of the material costs is as follows:

• Pipe Materials	\$14,534
• Equipment Rentals	10,488
• Pipe Backfill Material	3,207
• Concrete Materials used in Headwalls	5,935
• Miscellaneous Concrete Form Boards	2,625
• Concrete Pump	<u>2,110</u>
Total	\$38,899

Blackberry Lane Project – This project is located along a portion of the Kelsey Ditch approximately three miles south of Georgetown. The road crossing in this area, Blackberry Lane, consisted of a concrete bridge type structure with failing abutments that were severely undermined. This section of the ditch had several leaks that caused damage to the roadway. The project consisted of the replacement of the bridge with a pipe together with the concrete lining of approximately 400 lineal feet of ditch. The pipe replacing the ditch was provided by the residents in this area. All work was performed by District staff. The duration of the project was approximately one week. A summary of material costs is as follows:

• Pipe Material*	\$0
• Equipment Rentals (Backhoe with Hammer)	\$1,169
• Pipe Backfill	2,233
• Concrete	9,770
• Form Boards and Misc. Hardware	1,809
• Concrete Pump	<u>2,360</u>
Total	\$17,341

* No Cost – Paid by Residents

Senate Bill 88

A portion of Senate Bill 88 deals with the monitoring of water diverted in California. An element of this bill would require that the District install satellite monitoring stations at all areas where the District has permitted diversions through the Water Board. Estimated cost for these monitoring devices is \$10,000 per diversion.

Department of Water Resources Division of Safety of Dams

Each year the District is required to submit information to DOSOD. Staff is in receipt of a letter from DOSOD requiring the following:

- 1) They want to see major improvements in compiling, formatting, plotting, and evaluating the instrumentation data, including the survey monument movements.
- 2) A comprehensive evaluation of all data as it pertains to the safe performance of the dam must accompany the annual submittals. This work must be done under the direction of a civil engineer. Once hired, DOSOD will work with the engineer to ensure the annual reports are prepared satisfactorily.

Staff has located an engineering firm that appears to be a perfect fit for the job. GEI Consultants is an engineering firm formed by and comprised of retired Division of Safety of Dam employees. Preparing reports for DOSOD is second nature to them. With the 2015 DOSOD report due in March of 2016, the District will enter into a contract with GEI to begin the work as soon as possible with a price not to exceed \$9,000.

RECOMMENDATION

Receive and file this report.

Memo

To: Board of Directors

From: Wendell Wall, General Manager

Date: January 6, 2016

Re: GENERAL MANAGER'S REPORT

Board Meeting of January 12, 2016; Agenda Item #9

BACKGROUND/DISCUSSION

Website

Staff is currently working with Kevin McLarnon, Volunteer IT Professional, in the development of new material to be added to the website. These efforts will concentrate on construction activities associated with the Auburn Lake Trails Water Treatment Plant Project and the Water Conservation measures identified under the CABY Grant.

Fiscal Year 2014-15 Audit Update

The firm of Moss, Levy & Hartzheim LLP has completed field work for the FY 2014-15 Audit. The District has completed its draft financial report and submitted it to the auditors for their final audit results. Once the audit results are received, the FY 2014-15 Audit report will be shared with this Board and the Audit Committee prior to final Board action. When the Board reviews and approves the Draft Audit, the District's FY 2014-15 financials will be complete and a final report will be posted.

Vehicle Repairs – Enterprise Rental

The District continues to rent three vehicles through Enterprise. The need to rent these vehicles is the result of three District owned vehicles being taken out of service due to mechanical failures that made them inoperable. Repair costs range from approximately \$3,000 to \$7,000 for each of the vehicles. The cost to rent these vehicles is \$3,550 for the month (one at \$950, and two at \$1300).

A proposal to purchase a new vehicle is identified under a separate agenda item within this meeting.

Auburn Lake Trails WTP Loan – State of California

Staff completed an updated loan application and has submitted the same to Joshua Ruehlig of the State Water Resources Control Board. The loan application is currently

under staff review at the Water Board. The application is for a 20-year, \$10,000,000 loan at an annual interest rate of 1.663 percent.

All of the financial information requested by the Water Board has been submitted as an element of the loan application.

Staff continues to work with Foothill Associates in the preparation of the updated documents to the CEQA process.

United States Department of Agriculture (USDA) Loan

The General Manager has submitted a letter to the USDA declining the loan opportunity. The loan was to be used to fund a portion of the improvements for the Auburn Lake Trails Water Treatment Plant. The District plans to replace this funding opportunity under a loan with the State Water Board under more favorable terms.

El Dorado County Water Agency – Cost Sharing Opportunities

Staff has identified several project needs and has submitted applications for matching funds through the Water Agency. GM Wall spoke with the agency's Interim GM, Ken Payne, P.E., on January 6. Mr. Payne indicated that he will present the District's list of requests at the agency's Board meeting on January 13 with a recommendation to approve all but one of the requests.

RECOMMENDATION

Receive and file this report.

Memo

To: Board of Directors

From: Victoria Knoll, Office Manager

Date: January 6, 2016

Re: INVESTMENT POLICY REPORT AND REVIEW

Board Meeting of January 12, 2016; Agenda Item #11

BACKGROUND / DISCUSSION

In the past it has been the practice of the GDPUD Board to review and make changes, if necessary, to its Investment Policy. The last time the Policy was reviewed and ratified by the Board was on February 4, 2013. At that time Henry White, General Manager, made the following comments regarding the policy:

Annually, the Board of Directors reviews and ratifies the District's Investment Policy. The attached document is a copy of the District's existing Investment Policy. The Investment Policy continues to be conservative. As a result, investment earnings may not be high, but market risk losses are nil. In addition, the policy is efficient and easy to administer.

The February 4, 2013, ratified Investment Policy is included as **Attachment 1** to this staff report.

Staff proposes the following language changes to the existing Investment Policy:

1. Staff proposes that Items 4 and 5 be deleted. These items refer to the CalTrust and CAMP investments, which are no longer a part of GDPUD's portfolio.
2. Staff proposes Item 6 be updated to reflect the current Federal Deposit Insurance Corporation (FDIC) FDIC coverage of \$250,000 aggregate per institution where the District elects not to waive the coverage. The current coverage is \$250,000 aggregate per institution and not \$100,000 per institution as stated in the document.

In addition to the proposed language changes, staff notes that the current Investment philosophy is "to insure the safety of principal and to provide funds when needed." Staff believes this philosophy could be further studied and possibly revised as it pertains to GDPUD's long term and short term capital goals.

RECOMMENDATION

Staff recommends the Board approve deleting items 4 and 5 and updating item 6 to reflect FDIC aggregate coverage of \$250,000.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

This policy was originally adopted by the Board of Directors on December 12, 1995 and has been ratified by the Board of Directors annually. In January of 2007, the policy was amended to allow maturities of five years or less, utilize investment institutions located in the United States and include two additional investment pools. An investment policy is valuable in providing investment earnings and money when needed for District activities. In January of 2009, the policy was amended to include of U.S. Treasury Obligation Money Market Funds to be utilized for the California State Revolving Fund Fiscal Agent Accounts.

POLICY TITLE: INVESTMENT POLICY AND GUIDELINES

INTRODUCTION

The following is the annual statement of investment policy of the Board of Directors of the Georgetown Divide Public Utility District, presented in accordance with Section 53600 et seq. of the Government Code.

This statement is intended to provide a guideline for the prudent investment of District money not immediately required to meet the financial obligations of the District. District money, as discussed herein, includes General Fund money, and money that is set aside in the various reserve funds that have been established by the Board of Directors.

Basic Policy and Statement of Objectives

In order of importance, three fundamental criteria shall be followed in the investment program:

A. Safety of Principal - investments shall be undertaken in a manner which first seeks to ensure the preservation of principal in the portfolio. The Clerk of the Board shall evaluate or cause to have evaluated each potential investment, seeking both quality in issuer and in underlying security or collateral.

B. Liquidity - investments shall be made whose maturity date is compatible with cash flow requirements and which will permit easy and rapid conversion into cash without a substantial loss of value.

C. Return on Investment - investments shall be undertaken to produce an acceptable rate of return after first considering safety of principal and liquidity.

Management will put forth its best efforts to forecast accurately the revenues and cash needs of the District, in order to provide for the investment of moneys to the fullest extent possible.

The District's pool of investments will be operated under the Prudent Person Standard, which is that any investment shall be made as if it is one which would be purchased by a prudent person using the same discretion and intelligence that a person would use in managing his own affairs and certainly not for speculation.

Specifically, investments will be made only in securities and with financial institutions in which the District is legally empowered to invest such funds, in accordance with the terms and conditions of Sections 53600 through 53693 of the Government Code of California. Investments of general fund and miscellaneous reserve fund moneys shall normally be limited to maturities of five years or less, in order to provide for a high degree of liquidity.

Acceptable Investment Instruments

The District's portfolio may include investments only in the following instruments:

1. Passbook Savings Accounts and Money Market Checking Accounts. These savings accounts may be maintained in local branches of commercial banks and/or savings and loan associations. Amounts maintained in such accounts shall be fully insured by the United States Government or collateralized in accordance with California Government Code Section 53600 et seq.

2. Money Market Funds. The accounts may be maintained with investment institutions. Amounts maintained in such accounts shall be invested in U.S. Treasury obligations.

3. State Local Agency Investment Fund. Investments with the Local Agency Investment Fund (LAIF) may be made up to the maximum amount permitted by state Treasury policy.

4. CalTrust Investment Trust of California. Investments with the CalTrust are governed by CalTrust policy.

5. California Asset Management Program. Investments with California Asset Management Program (CAMP) are governed by CAMP policy.

6. Certificates of Deposits. Cash may be invested only in Federally insured or fully collateralized certificates of deposit. Collateral for a given investment, when applicable, must be in accordance with California Government Code Section 53600 et seq. The District elects not to waive the Federal Deposit Insurance Corporation (FDIC) coverage up to \$100,000 in the aggregate per institution.

The investment institution must be located in the United States and at least five years old.

SUMMARY

The District will strive to maintain the level of investment of funds not immediately active as near to 100 percent as possible. However, the basic premise underlying the District' investment philosophy is to insure the safety of principal and to provide funds when needed.

In order that the Board of Directors may monitor management's handling of invested funds, a full report detailing all investments shall be given to the Board each month, in accordance with Section 53646 (b) of the Government Code.

The Board of Directors will review the investment policy at least once a year, and may modify the policy as appropriate to District needs and current law.

Memo

To: Board of Directors

From: Victoria Knoll, Office Manager

Date: January 6, 2016

Re: UTILIZATION OF FUND 37 – GARDEN VALLEY ASSESSMENT
DISTRICT

Board Meeting of January 12, 2016; Agenda Item #12

BACKGROUND/DISCUSSION

At its December 8, 2015 Board meeting, staff presented a review of the history of Garden Valley Special Assessed District's Fund 37. The Fund was fully paid by 2000 and a residual of \$87,000 plus interest was reported by El Dorado County in 2002. At that time, the County requested GDPUD inform them of the disposition of the funds.

In response, at its December 10, 2002 Board meeting, GDPUD reviewed the legal options provided by Stephen R. Casaleggio of Jones Hall and voted to use the residual funds for maintenance of the Garden Valley project works.

At the December 8, 2016 Board meeting, staff presented the same options that were presented at the December 10, 2002 Board meeting which are:

1. Transfer to the general fund of the District, provided that the amount of any such transfer shall not exceed the lesser of \$1,000 or 5% of the total amount of expended from the improvement fund;
2. As a credit upon the assessment and any supplement; or
3. For the maintenance of the improvements.

The decision as to the disposition of the residual funds was tabled until GDPUD's legal counsel could review and complete a legal opinion. The legal opinion, which is included as **Attachment 1** to this report, states that residual funds may be used for maintenance activities within the Assessment District.

RECOMMENDATION

Based upon its review of the Churchwell White legal opinion, staff recommends Board approval to use the residual funds for maintenance activities within the Garden Valley Assessment District.

ATTACHMENT 1

Churchwell **White** LLP

churchwellwhite.com

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Robin@churchwellwhite.com

Memorandum

To: Georgetown Divide Public Utility District Board of Directors

From: Barbara A. Brenner, Robin R. Baral

Date: January 6, 2016

Re: Allocation of Garden Valley Assessment District Residual Funds

BACKGROUND

At the prior Board of Director's meeting of the Georgetown Divide Public Utility District ("District") on December 3, 2015, staff requested authorization to use residual funds from the Garden Valley Water Improvement District Assessment 1975-1 ("Assessment") for the maintenance of a water tank and water conveyance system, and replacement of pressure reducing valves within the Assessment district. The Board requested this recommendation be reviewed by legal counsel.

District records referred to an earlier legal opinion prepared by the law office of Jones Hall regarding the use of the residual funds of the Assessment. Neither staff nor Jones Hall could locate this opinion prior to this meeting.

ISSUE

Can the residual funds of the Assessment be used for maintenance activities within the Garden Valley Assessment District?

BRIEF ANSWER

Yes, residual funds may be used for maintenance activities within the Assessment district.

DISCUSSION

As staff highlighted in the previous meeting, Resolution 75-21 sets forth the District's Resolution of Intention to Acquire and Construct Improvements within the Assessment. The Resolution of Intention provided that the Assessment was formed under the Municipal Improvement Act of 1913 (Sts & High. Code § 1000 *et seq.*) Resolution 75-21 further provides that residual funds of the Assessment may be used as follows:

If any excess shall be realized from the assessment, it shall be used, in such amounts as the Board may determine, in accordance with the provisions of law for one or more of the following purposes:

- (a) Transfer to the general fund of the District, provided that the amount of any such transfer shall not exceed the lesser of \$1,000 or 5% of the total amount expended from the improvement fund;
- (b) As a credit upon the assessment and any supplemental assessment; or
- (c) For the maintenance of the improvements.

The above provisions are consistent with the authorized use of residual or surplus assessment funds under the Municipal Improvement Act of 1913. (Sts. & High. Code § 10427.) The District may therefore authorize the use of residual or surplus funds from the Assessment for the maintenance of improvements located within the Assessment district.

Memo

To: Board of Directors

From: Victoria Knoll, Office Manager

Date: January 6, 2016

Re: FISCAL YEAR 2015-2016 MID-YEAR BUDGET REVISION

Board Meeting of January 12, 2016; Agenda Item #13

BACKGROUND/DISCUSSION

There have been a few small changes to both the Operations Budget and Capital Budget for Fiscal Year 2015-16. (Please see **Attachment 1** to this report.) The two budgets are briefly reviewed below to clarify the changes and their impacts.

FY 2015-16 REVISED OPERATIONS BUDGET

When you look at the November 30, 2015 actuals, most of the accounts are at or below where they should be Year-to-Date (YTD). To be on budget, the actual line item should be 42% of the total. When you look at the sum of all of the expenses in the YTD figures, total expenses are at 39% of the total or almost 3% below budget. This, combined with the fact that revenues are at 52% of total or 10% higher than budget, results in YTD actuals that are better than the original budget.

Three expense accounts have been increased in the Revised FY 2015-16 Operations Budget. Those three accounts are **5038** (Materials & Supplies) up **\$10,000**; **5039** (Rentals/Outsourced Maintenance) up **\$19,000**; and **5080** (Outside Service/Consultants) up **\$20,000**. All three accounts have been impacted by the current repair, maintenance, and regulatory needs of the District as summarized below.

(5038) – The repair of Blackberry Lane has been capitalized and no longer shows on the expense account.

(5039) – The District has been down three trucks for the past couple of months, which has resulted in the need to rent three trucks at a cost of \$3,550 per month. The capital budget will include an amendment to purchase an additional truck as soon as possible. It is anticipated that the utility truck that was approved in the original Capital Budget will be available within the next two months, leaving the need only to replace one more truck.

(5080)–Two new work assignments for the Siren contract will impact this fiscal year's financials by \$20,000. Those two additional work assignments are: 1) preparation of the State-mandated Urban Water Management Plan, and 2) preparation of a Watershed Sanitary Service report pursuant to the State Department of Health Services, Drinking Water Program.

FY 2015-16 REVISED CAPITAL BUDGET

The FY 2015-16 Capital Budget has been amended to show the need for capital purchases as a result of the maintenance and repair problems discussed in the expense budget. The first additional capital expenditure, as discussed previously, is needed to make repairs to the raw water transmission and distribution system. Staff has already completed the Blackberry Lane project and it is recorded as a capital expenditure of \$17,340.55. There are two additional projects estimated to be \$20,000 each in the raw water transmission and distribution system. The total capital cost, as shown on the spreadsheet, is **\$57,000**.

The second capital need as discussed above, is for a new truck at a cost not to exceed **\$35,000**. It is proposed that this be a cash purchase. It will reduce the need to continue leasing from Enterprise, and will help staff perform their duties with reliable transportation.

The original approved Capital Budget was \$461,280. Subsequent to approving the budget, the Board approved the funding of \$286,000 for the CABY match grant, as well as \$70,000 for the El Dorado Water Agency Match Grant. The amended budget proposes the additions of \$57,000 for raw water transmission system repairs, and \$35,000 for a new F-150 pickup truck or equivalent. As of November 30, 2015, GDPUD has spent \$111,116 of the proposed FY2015-16 capital budget. In addition, as of this report date, GDPUD has a positive cash balance of \$462,051.

RECOMMENDATION

Staff recommends Board approval of the FY 2015-16 Mid-Year Budget Revision, increasing the Operations Budget by \$49,000 and the Capital Budget by \$92,000.

ATTACHMENT 1
 GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
 2015-2016 REVISED EXPENSE BUDGET

Acct#	EXPENSE CATEGORY	Revised	To Date	% of Budget	
		Budget	7/1/15-	Balance	Spent
		2015-2016	11/30/15		
	Operating Expenses:				
5010	Labor	1,100,000	406,132	693,868	37%
5019	Overtime	58,500	19,921	38,579	34%
5017	Standby	42,500	16,790	25,710	40%
5011	Temporary Labor	158,800	54,185	104,615	34%
5014	PERS Benefits	115,000	40,900	74,100	36%
5016	Payroll Taxes	95,000	35,358	59,642	37%
5018/5071	Insurance: Health & Life Plans	260,000	123,253	136,747	47%
5020	Insurance: Worker's Comp.	75,000	29,914	45,086	40%
5027	Audit	15,000	11,000	4,000	73%
5028	Engineering-Studies, including Ecorp.	40,000	7,531	32,469	19%
5034	Insurance: General	55,000	24,948	30,052	45%
5036	Legal-General	80,000	37,240	42,760	47%
5038	Materials and Supplies (+ \$10,000)	155,000	62,865	86,794	42%
5039	Rentals/ Outsourced Maintenance (+\$19,000)	25,000	9,958	15,042	40%
5040	Office Supplies	25,000	14,728	10,272	59%
5041	Staff Development	6,000	741	5,259	12%
5042	Travel-Conference	10,000	169	9,831	2%
5044	Utilities	175,000	77,920	97,080	45%
5046	Vehicle & Equipment Maintenance	47,000	16,132	30,868	34%
5048	Vehicle Operations	52,000	17,057	34,943	33%
5060	Bank Fees & Payroll Services	4,000	2,135	1,865	53%
5068	Retiree Health Premiums	120,000	36,213	83,787	30%
5070	Director Stipends	24,000	9,200	14,800	38%
5076	Building Maintenance	6,000	1,970	4,030	33%
5080	Outside Service/Consultants (+20,000)	160,000	42,408	117,592	27%
5084	Govt. Regulation/Lab Fees	110,000	73,060	36,940	66%
5090	Other: Recruitment	6,000	90	5,911	1%
5090	Other: County Tax Admin. Fees	22,000	19,026	2,974	86%
5089	Other: Memberships	16,500	4,440	12,060	27%
5094	Depreciation		-	-	
	Contingency	9,000	-	9,000	0%
	Total Operating Expense	3,067,300	1,195,624	1,866,676	39%

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
2015-2016 REVISED EXPENSE BUDGET

Acct#	EXPENSE CATEGORY	Revised	To Date	Balance	% of Budget
		Budget	7/1/15-		Spent
		2015-2016	11/30/15		
Non-operating Expenses:					
7010	Interest Expense	\$33,000	8,746	24,254	27%
	Debt Payment	\$110,500	0	110,500	
7090	Other		2,806	(2,806)	
Total Non-operating Expenses		\$143,500	11,551	131,949	8%
Total Expenses Before Transfers		3,210,800	1,207,175	1,998,625	38%
Net Income (Loss)		\$485,340	\$733,126	242,786	150%
PERS SIDE FUND CASH:		(\$379,000)	(\$158,060)		
CAPITAL EXPENDITURES:		(462,030)	(\$109,217)		
Debt Payment for Assessed Dist's**		110,000			
Caby Grant Commitment		(286,965)	(\$1,899)		
Net Cash Position:		(\$532,655)	\$463,950		

*Subject to revision with actual audit.

**The Actual Debt service is \$70,793 and \$50,000 of that is covered by Assessments not shown in Revenue

Georgetown Divide Public Utility 2015-2016 Capital Budget

Account Number	Project Description	Project Lead	Project Type	Prior Funding	Capital Reserve Fund	R&R	Grants	Loans	Operations	Designations	Other	Middle Fork Project	2015 TOTAL
1553	CIP - ALT WTP	Operations	Water Treatment & Distribution	1,257,540			339,606						339,606
1650	CIP - CABY	Operations	Water Supply, Customer Service				860,894		286,965				1,147,859
5100,5200,530, 0,5400, 5500, 6700	EL DORADO WATER AGENCY MATCH	ADM, OPERATIONS	Treated Water Transmission		70,000		70,000						140,000
5400	PRV - 10 2" & 10 3"	Operations	Treated Water						52,280				52,280
1414	Walton Tank 1 and Walton Tank 2 Cleaning & Maintenance	Operations	Raw Water Distribution		335,000								335,000
5200	Repair/Replacement of Irrigation Distribution	Operations	Rolling Stock Replacement		57,000*								57,000
5100,5200,530, 0,5400, 5500, 6700	Replace 2 pickup trucks	Operations			35,000*				62,000				97,000
TOTAL AGENCY WIDE PROJECTS													
					497,000	-	1,270,500	-	401,245	-	-	-	2,168,745

1. Both the Walter 1 & 2 Tank Repair and the El Dorado Water Agency Match have been approved

* These are the only new items in the 2015 - 2016 Capital Budget that have yet to be approved

Memo

To: Board of Directors

From: Darrell Creeks, Operations Manager

Date: January 6, 2015

Re: VEHICLE REPLACEMENT

Board Meeting of January 12, 2016; Agenda Item #14

BACKGROUND / DISCUSSION

The District is in dire need of a vehicle for the treatment plants. The District is currently renting a vehicle at \$950 per month in order to maintain service to the plants. Staff has contacted four dealers to get estimates. The estimates range from \$22,239 (Ford) to \$35,926 (Chevy). Staff proposes to buy a standard cab half-ton Ford with a not-to-exceed price of \$35,000. Once ordered, the dealer said it will take 6-8 weeks to get the truck.

RECOMMENDATION

Staff recommends Board approval for an amount not to exceed \$35,000 for the purchase of a Ford F-150.

Memo

To: Board of Directors
From: Wendell B. Wall – General Manager
Date: January 6, 2016
Re: PROFESSIONAL SERVICES AGREEMENT WITH SIREN & ASSOC.
Board Meeting of January 12, 2016; Agenda Item #15

DISCUSSION / BACKGROUND

The District is currently under contract with *Siren & Associates* to assist staff with regulatory compliance for both the Public Water and Onsite Wastewater Management Zone reporting. A review of the files shows the District has contracted with this consulting firm back to 2006. The District is responsible for both monthly and quarterly reporting to the California Water Resources Control Board (Walton and ALT Treatment Plants) as well as quarterly and annually reporting to the California Regional Water Quality Control Board (ALT Wastewater Zone).

In addition to the tasks described above, *Siren and Associates* will maintain all associated spreadsheets used in completion of the Electronic Annual Report and Consumer Confidence Report. *Siren & Associates* will also complete the Urban Water Management Plan and the Sanitary Survey which are both required in meeting compliance by Department of Water Resources and California Water Resource Control Board.

The District has received a proposal from *Siren & Associates* to provide the necessary monitoring and reporting for both the Public Water System and Onsite Wastewater Management Zone and other duties as provided in the scope of work for the 12-month period of February 12, 2016 through February 12, 2017. The hourly rate is \$105.00 plus mileage reimbursement at \$0.575 per mile or the Federal rate, whichever is higher. The proposal cost is \$88,305 in labor and \$551.00 in mileage for a total not-to-exceed cost of \$88,856. The contract is included as **Attachment 1**.

RECOMMENDATION

Staff recommends Board approval of a professional services agreement with *Siren & Associates* for an amount not to exceed \$88,856 for the period February 12, 2016 through February 12, 2017.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

PROFESSIONAL SERVICES AGREEMENT

With

Siren and Associates Environmental Consultants

For

REGULATORY COMPLIANCE MONITORING & REPORTING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12 day of February 2016 by and between GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ("District") and SIREN AND ASSOCIATES, ("Consultant"). District and Consultant may each be referred to individually as "Party" or collectively as "Parties" in this Agreement. There are no other parties to this Agreement.

RECITALS

A. District seeks to hire an independent contractor to assist the District in complying with the regulatory agencies drinking water and wastewater monitoring and reporting requirements, as described in the scope of services attached and incorporated hereto as Exhibit A ("Services"); and

B. Consultant represents that it consists of persons trained and experienced in conducting and preparing the required regulatory agencies reports; and

C. District desires to retain Consultant to perform the Services, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, District and Consultant, for the consideration hereinafter set forth, agree as follows:

SECTION 1- RECITALS

The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 19 of this Agreement, Sections 1 through 19 shall prevail.

SECTION 2 - SCOPE OF WORK

Consultant agrees to provide the Services, as directed by the General Manager and as necessary to complete the (1) Regulatory compliance services, including the State Electronic Annual Report, Consumer Confidence Report, Annual Zone report, Quarterly CRWQCB Zone reports, Quarterly CRWQCB Groundwater reports, and other items identified in Project 1 of the Services; (2) preparation of an Urban Water Management Plan as identified in Project 2 of the Services; and (3) GDPUD watershed surveys as provided in Project 3 of the Services.

SECTION 3 - TERM

District and Consultant agree that this contract shall be in effect for a one-year period beginning February 12, 2016 and ending February 12, 2017 ("Term").

SECTION 4 - COMPENSATION

A. District agrees to pay and Consultant agrees to accept, on a time and materials basis, an amount not to exceed \$88,856 for completion of the Services. The Services shall be compensated at a rate of \$105.00 per hour plus mileage at \$0.575 / mile or the Federal rate. The total amount is not to exceed \$88,856, as provided in the Services.

B. The Consultant shall submit billing invoices to the District identifying number of hours and the specific services provided.

C. The granting of any payment by District, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of District, or State certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Consultant to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

D. Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have pursuant to this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or applicable law, shall be cumulative.

SECTION 5 - TERMINATION OF CONTRACT

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

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

SECTION 6 - NOTICE OF DETRIMENTAL INFORMATION

The Consultant shall promptly notify the District of the discovery of any information that could be detrimental to the successful completion of the Services. The Consultant shall provide in writing to the District said detrimental information within 24 hours of the time of discovery. The District shall then promptly review such detrimental information and notify the Consultant to proceed with or terminate the remainder of the Services to be performed.

SECTION 7 - MISCELLANEOUS PROVISIONS

A. Consulting Standard: The Consultant represents and warrants to the District that it is fully experienced and properly qualified to perform Services called for herein. Consultant further agrees that he/she will follow the current, prevailing, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Services rendered under this Agreement.

B. Consultant is Independent Contractor: The Consultant shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent or employee of the District, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status.

C. Consultant's Records: The Consultant shall maintain and make available for inspection by the District and its auditors accurate records of its costs, disbursements, and receipts with respect to any Services under this Agreement that is to be compensated for on the basis of the Consultant's costs. Such inspections may be made during regular office hours at any time until six (6) months after the final payment under this Agreement is made to the Consultant.

D. Ownership of Data and Reports: All reports and all data compiled and used in the performance of this Agreement shall be the property of the District.

E. Responsibility for Changes in Work: If the District makes any changes in the work performed by the Consultant hereunder which affect the Consultant's Services, District shall waive any and all liability arising out of such changes as against the Consultant, and the District shall assume full responsibility for such changes, unless the

District has given the Consultant prior notice and has received from the Consultant written consent for such changes.

F. Arbitration: All questions between the Parties as to their rights and obligations under this Agreement are subject to arbitration if agreed to by both Parties. In case of any dispute, either Party may request arbitration by submitting a written request for arbitration to the other Party. If the other Party agrees to arbitration, the disputed matter shall be referred to and decided by two competent persons who are experts in the subject matter of the dispute, one to be selected by the District and the other by the Consultant. In case these two experts cannot agree, they shall select a third arbitrator and the decision of any two of them shall be binding on both Parties.

G. Assignment: This contract shall be binding upon the heirs, successors, executors, administrators and assigns of the Parties; however, no assignment or subcontract by one Party shall be valid without the prior written consent of the other Party.

H. Invalidity of Contract Provisions: Should any provision of this contract be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this contract are declared to be severable.

I. Place of Making and Performance of Contract: This contract shall be deemed to have been made in El Dorado County, California and the Services required to be performed in El Dorado County, California.

J. Financial Disclosure: The Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the Consultant category designated by the District, unless the District's General Manager determines in writing that the Consultant's duties are more limited in scope than is warranted by the Consultant category and that a narrower disclosure category should apply. The Consultant also agrees to make disclosure in compliance with the District's conflict of interest code if, at any time after the execution of this Agreement, Consultant's duties under this Agreement warrant greater disclosure by the Consultant than was originally contemplated. The Consultant shall make disclosures in the time, place and manner set forth in the District's conflict of interest code and as directed by the District.

SECTION 8 - CONFORMITY WITH LAW AND SAFETY

Consultant 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

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

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify the District's General Manager by telephone. If any accident occurs in connection with this Agreement, Consultant shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Consultant's subcontractor, if any; (c) name and address of Consultant'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, Consultant shall immediately notify District. Consultant shall not store hazardous materials or hazardous waste within the District limits without a proper permit and prior authorization by District.

SECTION 9 – INSURANCE

Consultant shall maintain general liability insurance or an equivalent form with a limit of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) for each occurrence.

Such insurance shall:

a. Name District and their officers, employees, agents and representatives as additional insured by endorsement with respect to the performance of this Agreement. This coverage shall contain no special limitation on the scope of its protection afforded to the aforementioned additional insured; and

c. Contain standard separation of insured provisions.

Consultant shall furnish District with properly executed certificates of insurance that clearly evidence all insurance required by this Agreement, including evidence that such insurance will not be canceled, allowed to expire or be materially reduced in coverage without thirty (30) days prior written notice to District.

SECTION 10 – INDEMNIFICATION BY CONSULTANT

Consultant agrees to indemnify, hold harmless and defend the District and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs, and liability for claims of damage, for any property damage or personal injury, including death, which may arise as a result of any negligent acts or omissions by Consultant or Consultant's contractors, subcontractors, agents, or employees in connection with the Agreement.

SECTION 11- NOTICES

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

To District: Wendell B. Wall M.P.A.
General Manager
GDPUD
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634

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

To Consultant: Rebecca Siren
Principal
Siren and Associates
P.O. Box 631
Cool, CA 95614

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

SECTION 12 - JURISDICTION

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

SECTION 13 - INTEGRATION

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

SECTION 14 - NON-DISCRIMINATION

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

SECTION 15 - WAIVER

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

SECTION 16 - AUTHORITY

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements

necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, either Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

SECTION 17 - DRAFTING AND AMBIGUITIES

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

SECTION 18 - COUNTERPARTS

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

SECTION 19 - 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.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement the day and year first above written.

District:

Consultant:

By: Wendell B. Wall
Wendell B. Wall M.P.A.
General Manager

By: _____
Rebecca Siren
Principal

Date: 1-12-16

Date: _____

By: Norm Krizl
Norm Krizl
President

Date: 1-12-16

Exhibit A

Services

SIREN & ASSOCIATES ENVIRONMENTAL CONSULTANTS

January 2, 2016

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

Dear Wendell,

In response to your request, I am happy to provide the following scope of services to continue to assist the District in regulatory compliance, preparation of the Urban Water Management Plan, the Watershed Survey and other professional consulting services as needed for the next **12 months from February 12, 2016 to February 12, 2017.**

Project 1: Regulatory Compliance Scope of Services:

The Consultant will assist District management in the completion of the following reports and associated data spreadsheets from February 15, 2016 to February 15, 2017

Public Water: 180 hours (15 hours/month average)

- Assist staff as necessary to complete the State mandated monthly reports.
- Maintain all associated spreadsheets used in completion of the EAR and CCR
- Complete the State Electronic Annual Report (EAR usually due May 1) (estimated at 40 hours)
- Review the State's 2015 Guidance Document and complete the Consumer Confidence Report (CCR due July 1, 2016) for distribution by the District. (estimated at 32 hours)

Onsite Wastewater Zone: 120 hours (10 hours/per month average)

- Input data from monthly Zone report and monitoring data into the fourteen (14) spreadsheets required for Annual Zone report
- Quarterly CRWQCB Zone reports (February 1, May 1, August 1 and November 1)
- Quarterly CRWQCB Groundwater Report- complete the six spreadsheets for inclusion in the report and review H&K report (February 1, May 1, August 1 and November 1)
- Annual Zone Report (due February 1, 2017)
- Review of onsite septic testing and designs required for County building permit-estimated at 4 hours included above

Other Professional Services: 36 hours (3 hours per month average)

- District staff has requested the flexibility to utilize my services for projects not yet identified which could include consultation Annual Supply and Demand Report (usually due to the County in April), response to State annual inspection and any other additional tasks that will be discussed and mutually agreed upon between management and Consultant.

Costs for Professional Consulting Services:

Services will be billed on a time and material basis. My hourly rate is \$105.00 per hour plus mileage at \$0.575/mile or the Federal rate, whichever is higher. The estimated not to exceed cost is \$33,600 in labor and \$138 in mileage (estimated at two office visits per month) for a total of \$33,738.

Timeline:

Consulting services can be initiated immediately as directed by District management.

Project 2: Urban Water Management Plan Scope of Services:

The Consultant will prepare the State mandated UWMP which is due July 1, 2016. The number of copies of the plan will be determined by the District and all printing and duplication costs will be the responsibility of the District.

Task 1. Data Collection and Review

Review the 2010 UWMP and other related documents in order to clarify the work completed to date and identify the remaining work and data needs.

Task 2. Demand Analysis

Compare demand projections presented in various reports and update the most appropriate demand projections for current and projected economic activities. Develop a baseline water use in gallons per capita day (GPCD) per SB7x7 requirements and demand projections for twenty-five year timeframe (2015-2040). Prepare a summary describing future water demands and provide for review. Develop a revised final summary based on the comments.

Task 3. Water Supply Analysis

Confirm existing water supplies and identify constraints on these supplies. Conduct a water supply analysis; compare estimated supply and demands over the projected 25 year period assuming normal year, dry year, and multiple dry year scenarios. Summarize the results of the water supply analysis for inclusion in the 2015 UWMP.

Task 4. Demand Management Measures/ GPCD Targets

Review the Demand Management Measures (DMMs) that were included in the 2010 UWMP and update the status of each, as necessary. Describe how the District is implementing the DMMs and how the District will reach the SB7x7 goal of 20% reduction in urban per capita water use by December 31, 2020. Prepare a summary of the status of each the DMMs described in the District's 2005 UWMP, as well as urban water supply use targets for the District.

Task 5. Water Shortage Contingency Plan

Update the District's water shortage contingency plan based on the District's water shortage contingency plan included in the 2010 UWMP. Provide a draft version to the District for review and incorporate comments to finalize the contingency plan.

Task 6. Plan Preparation and Submittal

Compile work completed in Tasks 1 through 5 into an updated UWMP. Distribute an Administrative draft UWMP to the District for review. Incorporate the District's comments into the Final Draft UWMP and submit to the District for final review. Coordinate with the District to adopt the plan and submit a Final UWMP to DWR no later than July 1, 2016.

Task 7. Public Outreach

Provide public outreach as required by the UWMP Act and SB7x7. Present the UWMP information at a Board meeting.

Task 8. Project Management

Provide effective project management to ensure that a quality document is prepared on time and within budget. Participate in periodic coordination meetings with GDPUD staff throughout the duration of the 2015 UWMP preparation process.

Costs for Professional Consulting Services:

Services will be billed on a time and material basis. My hourly rate is \$105.00 per hour plus mileage at \$0.575/mile or the Federal rate, whichever is higher. The estimated not to exceed cost is \$35,280 in labor (336 hours) and \$275 in mileage (estimated at two office visits per month) for a total of \$35,555.

Timeline:

Consulting services can be initiated as directed by District management.

Project 3: GDPUD Watershed Survey Scope of Services:

Pursuant to the State Department of Health Services, Drinking Water Program, the elements of a Watershed Sanitary Survey (WSS) report must include the following:

Task 1. Physical and hydrological description of the watershed: The WSS requires a map of the watershed and the longitude and latitude of the intake and a narrative description of the physical and hydrological features of a watershed. A description of the canal system, water treatment plants and emergency plans will be discussed.

Task 2. Summary of water quality monitoring data: Monitoring data will be reviewed to allow a summarization of the overall water quality as it relates to treatment needs.

Task 3. Description of activities and sources of contamination: Potential contaminating activities (PCA's) such as logging activities, fires, recreational activities, onsite septic systems, stormwater and other PCAs identified in the watershed will be analyzed and described. When a WSS establishes that recreational activities are allowed on a watershed, additional specific information is needed including an evaluation of any water quality monitoring done to assess the impacts of the allowed activity. If boating is allowed, the WSS would evaluate the types of motors and fuel handling facilities. In areas where body contact recreation is allowed, the allowed density

of individuals, availability of restroom facilities, etc. would be undertaken. Measures taken by the agency to control the amount of recreation need to be evaluated and described.

Task 4. Description of any significant changes that have occurred since the last survey which could affect quality of the source water: Review the previous report and identify any changes since the last report.

Task 5. Description of watershed control and management practices: Watershed control and management practices must be documented in a WSS.

Task 6. An evaluation of system's ability to meet surface water treatment requirements and recommendations for corrective actions: This element of a WSS will include an extensive investigation into the overall plant facilities, operation and operator expertise. This will include an evaluation of the plants past performance associated with the water supply source. The purpose of a WSS is to identify what treatment facilities are needed to properly treat the source water. A WSS, as required under California surface water treatment regulations, will evaluate all information, including past water quality monitoring data associated with identified activities on the watershed to establish what treatment unit processes are needed to properly treat the source.

Task 7. Project Management

Provide effective project management to ensure that a quality document is prepared on time and within budget. Participate in periodic coordination meetings with GDPUD staff throughout the duration of the Watershed Survey preparation process.

Costs for Professional Consulting Services:

Services will be billed on a time and material basis. My hourly rate is \$105.00 per hour plus mileage at \$0.575/mile or the Federal rate, whichever is higher. The estimated not to exceed cost is \$19,425 in labor (185 hours) and \$138 in mileage (estimated at two office visits per month) for a total of \$19,563.

Timeline:

Consulting services can be initiated as directed by District management.

In summary, I have included a scope of services for the following projects:

Project 1: Regulatory Scope of Services-\$33,738

Project 2: Urban Water Management Plan preparation-\$35,555

Project 3: Watershed Survey- \$19,563

Total Cost: \$88,856

If you have any questions regarding this proposal, please feel free to contact me at 530-305-7399. I look forward to my continuing working relationship with the District.

Respectively submitted,

Rebecca Siren

Rebecca Siren
Registered Environmental Health Specialist #4303

cc. Darrell Creek

Memo

To: Board of Directors
From: Wendell B. Wall – General Manager
Date: January 6, 2016
Re: PROFESSIONAL SERVICES AGREEMENT WITH K & W BACKFLOW -
HAZARD SURVEY CROSS CONNECTION PROGRAM
Board Meeting of January 12, 2016; Agenda Item #16

DISCUSSION/BACKGROUND

As required by California state law under **Title 17 Code of Regulations**, the District is required to implement and maintain a cross-connection program that protects the District's water supply from potential contamination by water users that pose a threat of contaminating the water supply.

The Water Resources Control Board informed GDPUD that the Hazard Survey must be completed within four years. Twenty-five percent of residential cross-connection surveys (722) must be completed by July 1, 2016. The remaining 75% of residential connections are to be completed at a rate not less than 25% per year for the next three years. The system survey is to be completed no later than July 1, 2019.

Last year K & W Backflow Services completed 768 cross-connection surveys ahead of schedule under an \$8,000, one-year contract set to expire on May 31, 2016. Staff proposes to early terminate the current contract and enter into a new contract to complete an additional 1000 surveys for an amount not to exceed \$12,000 for the period January 13, 2016 through January 12, 2017. The contract is included as **Attachment 1**.

RECOMMENDATION

Staff recommends Board approval of a professional services agreement with K&W Backflow Services to survey 1000 residential connections for an amount not to exceed \$12,000 for the period January 13, 2016 through January 12, 2017 and early termination of the current contract which is set to expire on May 31, 2016.

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

With

K & W Backflow Service

For

Cross Connection Hazard Survey

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made and entered into this 12 day of January, 2016 by and between GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, a California Special District ("District"), whose address is 6425 Main Street, Georgetown, CA 95634, and K & W BACKFLOW SERVICE, a private company ("Consultant"), whose address is 199 Jepson Way, Vacaville CA, 95688. District and Consultant may each be referred to individually as "Party" or collectively as "Parties" in this Agreement. There are no other parties to this agreement.

RECITALS

A. District seeks to hire an independent contractor to assist the District in complying with the regulatory agencies drinking water and wastewater monitoring and reporting requirements ("Services"); and

B. Consultant represents that it consists of persons trained and experienced in conducting and preparing the required regulatory agencies reports; and

C. District desires to retain Consultant to perform the Services, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, District and Consultant, for the consideration hereinafter set forth, agree as follows:

SECTION 1 – RECITALS

The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 19 of this Agreement, Sections 1 through 19 shall prevail.

SECTION 2 - SCOPE OF WORK

A. Consultant agrees to provide the Services, of performing Cross Connection Hazard Survey per Title 17 CODE OF REGULATIONS in which the consultant will survey 1000 potable customers.

SECTION 3 – TERM

A. District and Consultant agree that this contract shall be in effect for a one-year period beginning January 12, 2016 and ending January 12, 2017, unless the Parties mutually agree in writing to terminate the Agreement earlier or otherwise extend the Term pursuant to this Agreement (“Term”).

SECTION 4 – COMPENSATION

A. District agrees to pay and Consultant agrees to accept on a time and materials basis an amount not to exceed \$12,000, for completion of the Services identified in the Scope of Work (Section 2).

B. The Consultant shall submit billing invoices to the District identifying number of hours and the specific services provided.

C. The granting of any payment by District, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of District, or State certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Consultant to re-perform or replace unsatisfactory Service, including but not limited to cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

D. Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have pursuant to this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or applicable law, shall be cumulative.

SECTION 5 – TERMINATION OF CONTRACT

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

If the District fails to pay the Consultant within sixty (60) days of the date provided for any payments hereunder, the District agrees that the Consultant shall have the right to

consider such default a breach of this Agreement, and Consultant may terminate its duties under this Agreement upon ten (10) days written notice.

SECTION 6 - NOTICE OF DETRIMENTAL INFORMATION

The Consultant shall promptly notify the District of the discovery of any information that could be detrimental to the successful completion of the Services. The Consultant shall provide in writing to the District said detrimental information within 24 hours of the time of discovery. The District shall then promptly review such detrimental information and notify the Consultant to proceed with or terminate the remainder of the Services to be performed.

SECTION 7 - MISCELLANEOUS PROVISIONS

A. Consulting Standard: The Consultant represents and warrants to the District that it is fully experienced and properly qualified to perform Services called for herein. Consultant further agrees that he/she will follow the current, prevailing, generally accepted practice of the consulting profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Services rendered under this Agreement.

B. Consultant is Independent Contractor: The Consultant shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent or employee of the District, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status.

C. Consultant's Records: The Consultant shall maintain and make available for inspection by the District and its auditors accurate records of its costs, disbursements, and receipts with respect to any Services under this Agreement that is to be compensated for on the basis of the Consultant's costs. Such inspections may be made during regular office hours at any time until six (6) months after the final payment under this Agreement is made to the Consultant.

D. Ownership of Data and Reports: All Reports and all the data compiled and used in the performance of this Agreement shall be the property of the District.

E. Responsibility for Changes in Work: If the District makes any changes in the work performed by the Consultant hereunder which affect the Consultant's Services, District shall waive any and all liability arising out of such changes as against the Consultant, and the District shall assume full responsibility for such changes, unless the District has given the Consultant prior notice and has received from the Consultant written consent for such changes.

F. Arbitration: All questions between the Parties as to their rights and obligations under this Agreement are subject to arbitration if agreed to by both Parties. In case of any dispute, either Party may request arbitration by submitting a written request for arbitration to the other Party. If the other Party agrees to arbitration, the disputed matter shall be referred to and decided by two competent persons who are experts in the subject matter of the dispute, one to be selected by the District and the other by the Consultant. In case these two experts cannot agree, they shall select a third arbitrator and the decision of any two of them shall be binding on both Parties.

G. Assignment: This contract shall be binding upon the heirs, successors, executors, administrators and assigns of the Parties; however, no assignment or subcontract by one Party shall be valid without the prior written consent of the other Party.

H. Invalidity of Contract Provisions: Should any provision of this contract be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this contract are declared to be severable.

I. Place of Making and Performance of Contract: This contract shall be deemed to have been made in El Dorado County, California and the Services required to be performed in El Dorado County, California.

J. Financial Disclosure: The Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the Consultant category designated by the District, unless the District's General Manager determines in writing that the Consultant's duties are more limited in scope than is warranted by the Consultant category and that a narrower disclosure category should apply. The Consultant also agrees to make disclosure in compliance with the District's conflict of interest code if, at any time after the execution of this Agreement. Consultant's duties under this Agreement warrant greater disclosure by the Consultant than was originally contemplated. The Consultant shall make disclosures in the time, place and manner set forth in the District's conflict of interest code and as directed by the District.

SECTION 8 – CONFORMITY WITH LAW AND SAFETY

Consultant shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade

association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Consultant must be in accordance with these laws, ordinances, codes and regulations. Consultant's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder may constitute a breach of contract. Should the District discover a violation of any of the applicable laws, ordinances, codes regulations referred to herein, the District shall give written notice of such violation to Consultant, and Consultant shall have a reasonable time to cure such violation. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Consultant shall immediately notify the District's General Manager by telephone. If any accident occurs in connection with this Agreement, Consultant shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Consultant's subcontractor, if any; (c) name and address of Consultant'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, Consultant shall immediately notify District. Consultant shall not store hazardous materials or hazardous waste within the District limits without a proper permit and prior authorization by District.

SECTION 9 – INSURANCE

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

Such insurance shall:

a. Name District and their officers, employees, agents and representatives as additional insured by endorsement with respect to the performance of this Agreement. This coverage shall contain no special limitation on the scope of its protection afforded to the aforementioned additional insured; and

b. Be primary with respect to any insurance or self-insurance programs covering District and their officers, employees, agents and representatives; and

c. Contain standard separation of insured provisions.

Consultant shall furnish District with properly executed certificates of insurance that clearly evidence all insurance required by this Agreement, including evidence that such

insurance will not be canceled, allowed to expire or be materially reduced in coverage without thirty (30) days prior written notice to District.

SECTION 10 – INDEMNIFICATION

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

SECTION 11 – NOTICES

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

To District: Wendell B. Wall M.P.A.
General Manager
GDPUD
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634

To Consultant: Kevin Whittaker
Principal
K & W Backflow Service
199 Jepson Way
Vacaville CA, 95688 - 2536

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

SECTION 12 – JURISDICTION

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

SECTION 13 – INTEGRATION

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

SECTION 14 – NON-DISCRIMINATION

In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran in accordance with applicable federal or state statutes. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, sex, age, disability, genetic information, marital status, amnesty, ancestry, national origin, or status as a covered veteran. Such action shall include, but not be limited to, the following: employment, upgrading or rates of pay or other forms of compensation and selection for training, including apprenticeship.

SECTION 15 – WAIVER

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

SECTION 16 – AUTHORITY

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

SECTION 17 – DRAFTING AND AMBIGUITIES

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

SECTION 18 – COUNTERPARTS

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

SECTION 19 – ATTORNEY’S FEES AND COSTS

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

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement the day and year first above written.

District:

Consultant:

By: Wendell B. Wall
Wendell B. Wall M.P.A.
General Manager

By: _____
Kevin Whittaker
Principal

Date: 1-12-2016

Date: _____

By: Norm Krizl
Norm Krizl
President

Date: 1-12-16

Exhibit A

Services

From: Kevin Whittaker [<mailto:kwhittaker@sbcglobal.net>]
Sent: Friday, December 4, 2015 9:52 AM
To: Darrell Creeks
Subject: K&W Backflow 2016 Proposal

11/10/2015

Darrell Creeks
Georgetown Divided Public Utility District
P.O. Box 4240
Georgetown, CA 95634

RE: Proposal for Cross Connection Hazard Survey 2016

K & W Backflow Service here by proposes to conduct a cross connection hazard survey on the potable water system for Georgetown Divided Public Utility District treated water customers for 2016.

K & W Backflow Service will survey 1000 potable water customers at a cost of \$ 12,000.00 completing the survey in complacence with CDPH requirements for a cross connection hazard survey.

K & W Backflow Service will provide a completed report of the 1000 customers surveyed to Georgetown Divided Public Utility District.

Sincerely;

Kevin Whittaker
K & W Backflow Service

Memo

To: Board of Directors

From: Darrell Creeks, Operations Manager

Date: January 6, 2015

Re: PETE SWEENEY – REQUEST TO USE DITCH WATER FOR POWER
GENERATION

Board Meeting of January 12, 2016; Agenda Item #17

BACKGROUND / DISCUSSION

The District is in receipt of a request from Pete Sweeney to divert a portion of the water flow in the Main Ditch, to generate power for use at his private residence, 5270 Syd Court. The section of ditch is located below Greenwood Lake and provides flow to the Auburn Lake Trails Water Treatment Plant.

Under this proposal, ditch water would be diverted upstream, run through a small turbine where it would generate power, and returned back into the ditch system downstream. Based on information provided by Mr. Sweeney, the pipe diversion would be 4 to 6 inches in diameter and the power generation would range from 3 to 4 kilowatts.

Staff has engaged in dialogue with Mr. Sweeney and has identified District concerns with his proposal. This section of the main ditch is part of the critical infrastructure that provides both treated and untreated water to the south end of the service area. Potential interruptions in this flow, that might be the result of failures associated with the diversion, could hamper the District's ability to supply water to users. It is unlikely the system could incorporate adequate assurances to alleviate this concern.

Staff acknowledges the global benefit of generating power through hydro. Although this proposal would meet this benefit, staff believes the risks associated with the diversion significantly outweigh the benefits.

RECOMMENDATION

Staff recommends the Board deny the request of Pete Sweeney to divert water from the main ditch system for the purposes of power generation.

Memo

To: Board of Directors

From: George Sanders, Consultant Engineer

Date: January 6, 2016

Re: RESIDENTIAL FIRE SPRINKLER REQUIREMENTS: 1-INCH METER

Board Meeting of January 12, 2016; Agenda Item #18

BACKGROUND/DISCUSSION

The adoption of residential automatic fire sprinkler systems for one- or two-family dwellings and townhouses was approved by the State Building Standards Commission, with an effective date of January 1, 2011. All permitted new residential construction within our service area must comply with this automatic fire sprinkler system requirement.

An element of the permitting process requires that the automatic fire sprinkler system undergo a system design. Often times the design calculations verify the need for a 1-inch service connection (meter) as opposed to the standard residential meter size of $\frac{3}{4}$ -inch.

A significant difference exists in the connection fee charges between the two meter sizes. Although these costs can vary based on location, a standard cost for each, in a non-assessed zone, would be around \$22,500 for a 1- inch connection and \$9,200 for a $\frac{3}{4}$ -inch connection. This variation in cost is attributed to the increased demand in flow for the 1-inch as compared to the $\frac{3}{4}$ -inch connection. This increased demand under a residential fire sprinkler system would likely never occur unless the system was activated for a brief period of time under a fire within the residence.

District staff contacted El Dorado Irrigation District (EID) staff to discuss their process when it is found that a larger size connection is needed for residential fire sprinklers. As a result of that inquiry, staff has found the current practice at EID is not to charge an additional fee for the upgrade to the 1-inch meter from that of a standard $\frac{3}{4}$ -inch meter when that upgrade is required to meet the emergency demands of the residential automatic fire sprinkler system. Calculations provided by the system design engineer are used to verify the need to upgrade to a 1-inch meter. The resident bears any added costs associated with the upgrade. These costs might include the cost of the meter, and upgrades to the service line from the main, together with miscellaneous hardware. In addition, EID reserves the right to monitor the usage on these accounts to verify consumption does not exceed that of a $\frac{3}{4}$ -inch service.

RECOMMENDATION

Board direct staff to initiate a practice, similar to that of EID, which would include the following:

- No additional charge for a 1-inch connection over that of a $\frac{3}{4}$ -inch when the increased demands are required to meet the needs of a residential automatic fire sprinkler system.
- Verification of the needs confirmed by calculations provided by the system design engineer.
- District to charge for all costs associated with upgrades to the service connection from that of a $\frac{3}{4}$ -inch to a 1-inch service.
- District reserves the right to monitor the usage from these accounts to verify consumption does not exceed that of a $\frac{3}{4}$ -inch service. Should usage be found to be excessive, additional connection fees would apply.

Memo

To: Board of Directors

From: Wendell Wall, General Manager

Date: January 6, 2015

Re: MOUNTAIN COUNTIES WATER RESOURCES ASSOCIATION –
ELECTION

Board Meeting of January 12, 2016; Agenda Item #19

BACKGROUND / DISCUSSION

Mountain Counties Water Resources Agency (MCWRA) is holding an election for a vacant seat on its Board of Directors. Nominees for the 2016-2017 term are:

- Neil Cochran, Director, Foresthill Public Utility District
- Carl Hoelscher, Director, Georgetown Divide Public Utility District

Current MCWRA Board Members (2016 Board cycle) are:

Jim Holmes - Placer County Supervisor
Bill George - El Dorado Irrigation District Board Member
Scott Ratterman - Calaveras County Water District Board Member
Art Toy - Amador Water Agency Board Member

The MCWRA requests that the District cast its ballot for one MCWRA Board member. The completed ballot must be returned to MCWRA Executive Director John Kingsbury no later than January 15, 2016. Seating of the Officer will take place at the January 16 Board of Directors meeting at the County of Placer Government Office in Auburn.

A copy of the ballot and correspondence from Mr. Kingsbury is included as **Attachment 1** to this staff report.

RECOMMENDATION

Staff recommends the Board vote for one of the candidates listed on the MCWRA Ballot.

ATTACHMENT 1



www.mountaincountieswater.com

Board of Directors
Bill George (EID) – Treasurer
Jim Holmes (County of Placer) - Director
Scott Ratterman (CCWD) - Director
Art Toy (AWA) – President
Vacant

Barbara Balen – Ex Officio
John Kingsbury – Executive Director

Electronic Copy Transmittal

- Executive Members**
- Amador Water Agency (AWA)
 - Calaveras County Water District (CCWD)
 - Calaveras Public Utility District (CPUD)
 - County of Amador
 - County of Calaveras
 - County of Placer
 - County of Tuolumne
 - El Dorado County Water Agency (EDCWA)
 - El Dorado Irrigation District (EID)
 - Foresthill Public Utility District (FPUD)
 - Georgetown Divide Public Utility District (GDPUD)
 - Grizzly Flats Community Services District (GFCSD)
 - Nevada Irrigation District (NID)
 - Placer County Water Agency (PCWA)
 - South Tahoe Public Utility District (STPUD)
 - Tuolumne Utilities District (TUD)
 - Twain Harte Community Services District (THCSD)
 - Weimar Water Company
- Affiliate Member**
- City of Folsom
- Associate - County**
- County of Alpine
 - County of Nevada

January 4, 2016

Wendell Wall, General Manager
Georgetown Divide Public Utility District
PO BOX 4240
Georgetown, CA 95634

Regarding: **VOTING BALLOT; 2016 - 2017 MCWRA Board of Director Elections**

Dear Wendell Wall;

Enclosed is the MCWRA Board of Director ballot.

Each district, agency, or county may vote "by email" by completing the ballot and returning a scanned copy to me no later than CLOSE OF BUSINESS, FRIDAY, JANUARY 15, 2016.

Seating of officers will take place at the January 22, 2016, Board of Director's meeting at the County of Placer Government Office in Auburn.

Background Information

The current MCWRA Board of Director composition is reflected in the upper right corner of this page.

Norm Krizi's term has expired and Norm has decided not to re-run for the Board of Directors.

There are two (2) nominees for Norm's position. Please vote for one.

Thank you for your support!

Executive Director
Mountain Counties Water Resources Association

MOUNTAIN COUNTIES WATER RESOURCES ASSOCIATION



2015 BOARD OF DIRECTORS ELECTION BALLOT

Voting Instructions:

Executive members are entitled to one Election Ballot (vote) per organization.

Vote by email by completing this form and returning a scanned copy to John Kingsbury, MCWRA Executive Director **no later CLOSE OF BUSINESS, FRIDAY, JANUARY 15, 2016.**

Email to: johnkingsbury.mcwra@gmail.com

MARK / CHECK only one (1) BOX, DATE AND SIGN AS REPRESENTATIVE FOR YOUR ORGANIZATION.

VOTE FOR ONE

Neil Cochran, Director, Foresthill Public Utility District

Carl Hoelscher, Director, Georgetown Divide Public Utility District

January 12, 2016
Date

[Handwritten Signature]

Authorized Representative Signature

(Only one ballot submittal per District/Agency/County)

Agency/District: Georgetown Divide Public Utility District

INCOMPLETE BALLOTS WILL BE NOT COUNTED

Memo

To: Board of Directors

From: Wendell Wall, General Manager

Date: January 6, 2016

Re: APPROVAL OF STAFF AND DIRECTORS TO SPRING CONFERENCES

Board Meeting of January 12, 2016; Agenda Item #20

BACKGROUND/DISCUSSION

ACWA/JPIA SPRING CONFERENCE

The Association of California Water Agencies (ACWA) 2016 Spring Conference is scheduled from Tuesday, May 3, through Friday morning, May 6 at Monterey, California. The conference will address current issues facing California water agencies.

The ACWA/JPIA meeting will be on May 2. This meeting is for JPIA Board members and includes relevant seminars in addition to the various board and committee meetings.

GDPUD has a membership with ACWA and is represented on the JPIA Board by Director Hanschild. The FY 2015-16 Budget includes a line item for conferences, and staff and Board members have historically attended ACWA/JPIA events.

Specific conference details are not yet available; however, hotel reservations for the block of rooms will open in mid-January or early February. Rooms will go fast; therefore, staff requests the Board approve attendees at this time so that accommodations can be reserved in a timely manner. Staff specifically requests approval for the General Manager, Office Manager, and Operations Manager to attend this conference, as well as any Directors who may wish to attend.

AWWA SPRING CONFERENCE

The American Water Works Association is the largest nonprofit education and science centered association dedicated to safe and reliable drinking water. The California-Nevada Section has scheduled its 2016 Spring Conference in Sacramento for March 21-24. Both the District and GM Wall are members of the association, and GM Wall is on the Top-Ops Competition Committee. Staff requests approval for the General Manager to attend the conference.

RECOMMENDATION

Staff recommends Board approval for the General Manager, Office Manager, Operations Manager, and any Board members who so request, to attend the ACWA 2016 Spring Conference. Staff also recommends Board approval for the General Manager to attend the CA-NV Section AWWA 2016 Spring Conference.

Memo

To: Board of Directors
From: George Sanders, Engineering Consultant
Date: January 6, 2016
Re: AUBURN LAKE TRAILS WATER TREATMENT PLANT
Board Meeting of January 12, 2016; Agenda Item #21

BACKGROUND / DISCUSSION

This is part of a monthly update, provided by staff, relating to the status of the Auburn Lake Trails Water Treatment Plant Project.

US Fish & Wildlife – Staff is in receipt of correspondence from this federal agency which was addressed to the State Water Quality Control Board. The District is now in receipt of their review and conditional approval which will allow the District to move forward with the Project. This activity is deemed complete.

Foothill Associates – Environmental Document – The District is in receipt of a fully executed contract and Foothill is currently working on the amendment to the CEQA document. Current work activities have concentrated on updates to the Air Quality and Greenhouse Gas Emissions portion of the document. This has required that staff provide the consultant with technical data relating to the construction of the facility. In addition, staff has worked with the consultant in the development of an updated “Project Description” that will address all elements of the current design. This activity is identified as work in progress.

Fire Marshall – The Fire Marshall has completed the plan review, the necessary corrections have been made to the plans, and fees have been paid for inspection of the work. This activity is deemed complete.

State Water Board Environmental Document – The State Water Board has confirmed receipt of the recent findings by the US Fish & Wildlife Service, which will allow the project to move forward with the implementation of the biological mitigation measures. As identified by the Water Board, this action at the federal level was critical to the Water Board moving forward with its final review and assessment of the environmental documents.

The District is in receipt of notice from the Water Board of the need to review and evaluate the current environmental documents due to their age. Per direction from the Water Board, this review is required as a result of recent policy changes within the Water Board. The Mitigated Negative Declaration for this project was adopted in 2010. Staff has worked with Counsel and Foothill Associates in the review and assessment of the current environmental documents. Foothill Associates is currently working on the updates to the Environmental Document.

State Water Board Plan Review – The Operations Manager has received notice from the

State that the plan review is complete and the plans have been approved. This approval has been relayed, internally at the State level, to those processing the loan application. This activity is deemed complete.

Utility Reviews and Design – This relates to electrical service, which will be provided by PG&E. PG&E has completed its review and preliminary design of the needed utility upgrades. The District is currently under contract with PG&E and has submitted the required payment prior to construction. This activity is deemed complete.

Funding – Key elements of that funding include the following sources:

- District Reserves – Approximately \$1,000,000: Replacement Reserve (Fund 24) \$760,000; portion of Capital Facility Charges (Fund 39) \$240,000. This funding is currently in place.
- EPA Grant – Approximately \$1,081,599 in grant funds. The District has received notice from EPA that the extension for funding has been approved. Staff has completed the necessary updates to the Work Plan. The District has received a payment in the amount of \$339,605.78 for work activities dating back to 2010. This leaves a remaining balance of grant funding in the amount of \$741,993. A majority of this will be billed during construction of the facility.
- State Loan – The loan amount has been identified under prior Board action at \$10,000,000. Staff continues to work with the State on the application process.

Bid Documents – Psomas, working under a prior contract amendment, is preparing the bid documents. This activity is deemed complete.

Construction Schedule – *Nothing new to report relative to this schedule.* Staff has prepared a construction schedule for the project. This will assist the District in measuring progress as we move forward with the various work activities. Key elements include bidding the project this winter with anticipated award and construction in spring. Current controlling factor is CEQA process that needs to be complete prior to construction.

WORK PLAN ACTIVITIES Updated 11/04/15	
Item	Planned Completion Date
Project Design	March 2015 (Completed)
Addendum to CEQA Document	November 2015 – April 2016
Bid Project	February 2016
Agency Approvals (Water Board pending CEQA Review)	May 2016
Award for Construction	May 2016
Begin Construction	June 2016
Substantial Completion (18-month Construction)	December 2017
Final Completion	March 2018

RECOMMENDATION– Possible Board Action.

Memo

To: Board of Directors

From: Wendell Wall, General Manager

Date: January 8, 2016

Re: ADOPTION OF RESOLUTION 2016-01 TO APPOINT A MEMBER AND
ALTERNATE TO THE EL DORADO COUNTY WATER AGENCY BOARD
OF DIRECTORS

Board Meeting of January 12, 2016; Agenda Item #22

BACKGROUND/DISCUSSION

The El Dorado County Water Agency (EDCWA) Board consists of three members of the El Dorado County Board of Supervisors and two Board members from water purveyors within the County's West Slope. A Board Member of the Georgetown Divide Public Utility District (GDPUD) currently holds a Board position on the EDCWA.

GDPUD, as a water purveyor, currently shares a 4-year term with the Grizzly Flats Water District (GFWD). Under this process, a Director from GDPUD serves a 2-year term and then a Director from GFWD serves a 2-year term. The term for GDPUD will expire on January 31, 2016.

At a regular GDPUD Board Meeting, held on December 8, 2015, Director Maria Capraun resigned from her position as Director of EDCWA. Directors of GDPUD accepted that resignation and appointed GDPUD Director/Treasurer Lon Uso to fill the EDCWA position for one meeting on January 13, 2016.

Board members of the EDCWA have the authority to make appointments of Board members within that organization. Should EDCWA Board members not make the subject appointments, that authority will revert to the El Dorado County Board of Supervisors. Based on information provided by Tom Cumpston, Counsel for El Dorado Irrigation District (EID), it is the understanding of GDPUD staff that a resolution appointing EID Director Coco as a Director to the EDCWA Board and EID Director Osborne as an alternate will be considered at the EID meeting of January 11, 2016.

At the request of Tom Cumpston, GDPUD staff has generated a resolution which would allow the GDPUD Board to make the same appointment, at its discretion.

RECOMMENDATION

At the pleasure of this Board, staff recommends the Board consider adoption of Resolution 2016-01 to appoint EID Director Coco to the EDCWA Board and designate EID Director Osborne as an alternate.

**RESOLUTION NO. 2016-01
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
TO APPOINT A MEMBER AND ALTERNATE TO THE
EL DORADO COUNTY WATER AGENCY BOARD OF DIRECTORS**

WHEREAS, Water Code Appendix 96, section 33 prescribes the composition and method of selecting the Board of Directors of the El Dorado County Water Agency; and

WHEREAS, one member of the County Water Agency Board is a member of the Board of Directors of one of the public water purveyors on the West Slope of El Dorado County, and

WHEREAS, at least every other term, the West Slope water purveyor seat on the County Water Agency Board is to be held by a member of the El Dorado Irrigation District (EID) Board of Directors; and

WHEREAS, in the term that expires January 31, 2016, a member of the EID Board did not hold that seat, so it must be filled by an EID Board member for the four-year term beginning February 1, 2016; and

WHEREAS, Water Code Appendix 96, section 33 also calls for the appointment of an alternate to this seat;

NOW, THEREFORE, be it resolved and ordered by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT that:

1. EID Director Dale Coco, MD should be appointed as the West Slope water purveyor member of the El Dorado County Water Agency Board of Directors for a four-year term beginning February 1, 2016.
2. EID Director George Osborne should be appointed as the alternate West Slope water purveyor member of the El Dorado County Water Agency Board of Directors for a four-year term beginning February 1, 2016.

PASSED AND ADOPTED at a regularly held meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT this 12th day of January, 2016.

AYES: Capraun, Hanschild, Hoelscher, Krizl, Uso

NOES:

ABSENT/ABSTAIN:



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

ATTEST:



Wendell B. Wall, 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 2016-01 duly and regularly adopted by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, County of El Dorado, State of California, on the 12th day of January, 2016.



Wendell B. Wall, Clerk and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT