



**AGENDA**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
District Board Room, 2890 Mosquito Road, Placerville, California  
January 14, 2019 — 9:00 A.M.

## Board of Directors

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**Alan Day—Division 5**  
President

**George Osborne—Division 1**  
Vice President

**Pat Dwyer—Division 2**  
Director

**Michael Raffety—Division 3**  
Director

**Lori Anzini—Division 4**  
Director

## Executive Staff

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**Jim Abercrombie**  
General Manager

**Brian D. Poulsen, Jr.**  
General Counsel

**Jennifer Sullivan**  
Clerk to the Board

**Jesse Saich**  
Communications

**Brian Mueller**  
Engineering

**Mark Price**  
Finance

**Jose Perez**  
Human Resources

**Tim Ranstrom**  
Information Technology

**Dan Corcoran**  
Operations

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**PUBLIC COMMENT:** Anyone wishing to comment about items not on the Agenda may do so during the public comment period. Those wishing to comment about items on the Agenda may do so when that item is heard and when the Board calls for public comment. Public comments are limited to five minutes per person.

**PUBLIC RECORDS DISTRIBUTED LESS THAN 72 HOURS BEFORE A MEETING:** Any writing that is a public record and is distributed to all or a majority of the Board of Directors less than 72 hours before a meeting shall be available for immediate public inspection in the office of the Clerk to the Board at the address shown above. Public records distributed during the meeting shall be made available at the meeting.

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**AMERICANS WITH DISABILITIES ACT:** In accordance with the Americans with Disabilities Act (ADA) and California law, it is the policy of El Dorado Irrigation District to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation for this meeting, please contact the EID ADA coordinator at 530-642-4045 or email at [adacoordinator@eid.org](mailto:adacoordinator@eid.org) at least 72 hours prior to the meeting. Advance notification within this guideline will enable the District to make reasonable accommodations to ensure accessibility.

## **CALL TO ORDER**

Roll Call  
Pledge of Allegiance  
Moment of Silence

## **ADOPT AGENDA**

## **COMMUNICATIONS**

General Manager's Employee Recognition

## **PUBLIC COMMENT**

## **COMMUNICATIONS**

General Manager  
Clerk to the Board  
Board of Directors

*Brief reports on community activities, meetings, conferences and seminars attended by the Directors of interest to the District and the public.*

## **APPROVE CONSENT CALENDAR**

Action on items pulled from the Consent Calendar

## **CONSENT CALENDAR**

### **1. Finance (Pasquarello)**

Ratification of EID General Warrant Registers for the periods ending December 4, December 11, December 18, and December 25, 2018, and Board and Employee Expense Reimbursements for these periods.

Option 1: Ratify the EID General Warrant Register as submitted to comply with Section 24600 of the Water Code of the State of California. Receive and file Board and Employee Expense Reimbursements.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

**Recommended Action:** Option 1.

### **2. Clerk to the Board (Sullivan)**

Approval of the minutes of the December 10, 2018 special and regular meetings of the Board of Directors.

Option 1: Approve as submitted.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

**Recommended Action:** Option 1.

**3. Finance (Pasquarello)**

Consideration to adopt two resolutions to certify signatures for the District's checking accounts at Bank of America and El Dorado Savings Bank.

Option 1: Adopt two resolutions to certify signatures for the District's checking accounts at Bank of America and El Dorado Savings Bank.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

**Recommended Action:** Option 1.

**4. Finance (Pasquarello)**

Consideration to authorize funding approval for District Capital Improvement Plan (CIP) Projects: Tank 7 In-Conduit Hydro, Project No. 13013 in the amount of \$35,000; Southpointe Lift Station Upgrade, Project No. 16008 in the amount of \$30,225; Folsom Raw Water Station Pumps, Project No. 18064 in the amount of \$45,000.

Option 1: Authorize funding approval for District Capital Improvement Plan (CIP) Projects: Tank 7 In-Conduit Hydro, Project No. 13013 in the amount of \$35,000; Southpointe Lift Station Upgrade, Project No. 16008 in the amount of \$30,225; Folsom Raw Water Station Pumps, Project No. 18064 in the amount of \$45,000.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

**Recommended Action:** Option 1.

**5. Safety/Security (Kilburg)**

Consideration to adopt a resolution for the District to enter into the California Disaster and Civil Defense Master Mutual Aid Agreement.

Option 1: Adopt a resolution for the District to enter into the California Disaster and Civil Defense Master Mutual Aid Agreement.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

**Recommended Action:** Option 1.

**6. Board of Directors (Day)**

Assignment of 2019 association and community organization assignments.

Option 1: Concur with Board President Day's recommendation of 2019 association and community organization assignments.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

**Recommended Action:** Option 1.

**7. Board of Directors (Day)**

Consideration to adopt a resolution to designate a member and alternate to the El Dorado County Water Agency (EDCWA) Board of Directors.

Option 1: Adopt the resolution as presented, designating Director Osborne as member and Director Anzini as alternate to the EDCWA Board of Directors for the remainder of the 2016-2020 term.

Option 2: Take other action as directed by the Board.

Option 3: Take no action (*Director Osborne would continue to serve in the place of former Director Coco, but there would be no appointed alternate*).

**Recommended Action:** Option 1.

**8. Engineering (M. Johnson)**

Consideration to award a contract to Plumbing Service Company in the not-to-exceed amount of \$171,316 and a contract to C&M Backflow Testing and Repair, Inc. in the not-to-exceed amount of \$54,000 for annual inspections of residential recycled water dual-plumbed lots for 2019.

Option 1: Award a contract to Plumbing Service Company in the not-to-exceed amount of \$171,316 and C&M Backflow Testing and Repair, Inc. in the not-to-exceed amount of \$54,000 for annual inspections of residential recycled water dual-plumbed lots for 2019.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

**Recommended Action:** Option 1.

**9. Engineering (Carrington)**

Consideration to award a contract to Cummins, Inc. in the not-to-exceed amount of \$97,367 for the purchase of one portable generator for use as backup power at wastewater facilities; and authorize total funding of \$84,426 for Wastewater Standby Generator, Project No. 18061.01.

Option 1: Award a contract to Cummins, Inc. in the not-to-exceed amount of \$97,367 for the purchase of one portable generator for use as backup power at wastewater facilities; and authorize total funding of \$84,426 for Wastewater Standby Generator, Project No. 18061.01.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

**Recommended Action:** Option 1.

**END OF CONSENT CALENDAR**

## INFORMATION ITEMS

### 10. Engineering (Mutschler)

Review the 2017 Storm projects and reimbursement from Liberty Mutual Insurance Corp. (Liberty Mutual), Federal Emergency Management Agency (FEMA), and California Office of Emergency Services (CalOES).

**Recommended Action:** None – Information only.

### 11. Office of the General Counsel (Poulsen)

Brown Act/Public Records Act Requirements.

**Recommended Action:** None – Information only.

### 12. Finance (Downey)

Review of Administrative Regulation (AR) 1080 – Resale of Water or Wastewater Service and associated policies and regulations.

**Recommended Action:** None – Information only.

### 13. Engineering (DeLongchamp)

Update on status of the Tank 7 in-conduit hydroelectric project.

**Recommended Action:** None – Information only.

## CLOSED SESSION

### A. Conference with Labor Negotiators

Government Code Section 54957.6

Agency Negotiators: Jack Hughes, Brian Poulsen, Jose Perez, Mark Price and Jim Abercrombie

Employee Organization: Association of El Dorado Irrigation District Employees (general and engineering bargaining units)

### B. Conference with General Counsel – Anticipated Litigation (Poulsen)

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):

(Number of potential cases unknown: Opposition to the proposed Upper Main Ditch Piping Project)

### C. Conference with General Counsel – Anticipated Litigation (Poulsen)

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (one potential case)

## REVIEW OF ASSIGNMENTS

## ADJOURNMENT

### TENTATIVELY SCHEDULED ITEMS FOR FUTURE MEETINGS

#### **Engineering**

- Solar projects recommendation and update, Information, January 28 (Money)
- Forebay Dam project modifications change order, Action, January 28 (Kessler)
- 2019-2023 CIP adoption, Action, January 28 (Mueller)

#### **Finance**

- Consideration to redeem the District's callable Refunding Revenue Certificates of Participation, Series 2010A Bonds prior to their stated maturity, Action, January 28 (Pasquarello)

**EL DORADO IRRIGATION DISTRICT**  
**January 14, 2019**

General Manager Communications

**Awards and Recognitions**

- a) Kurt Mikkola Receives Volunteer of the Year Award – Summary by Dan Corcoran
- b) EID employee receives “H.R. LaBounty Safety Award” from ACWA-JPIA for promoting safety in the workplace – Summary by Ron Kilburg

**Staff Reports and Updates**

None

## **General Manager Communications**

January 14, 2019

### **Kurt Mikkola Receives Volunteer of the Year Award**

EID Drinking Water Operations Supervisor Kurt Mikkola, who has served the District for 28 years, was recently recognized as El Dorado County's District 3 Volunteer of the Year by the El Dorado County Board of Supervisors. A resident of El Dorado County since childhood and avid sportsman, Kurt has served on the El Dorado Fish and Game Commission for a decade to preserve and protect the county's natural resources.

During this time, Kurt has dedicated his limited time away from the District to the Finnon Lake and King Fire restoration projects and a study on Pacific deer herds, among many other projects for the residents of the county. However, introducing kids to the outdoors through the Commission's annual fishing derbies is nearest to Kurt's heart.

Congratulations and thank you for your service, Kurt!



## **General Manager Communications**

January 14, 2019

### **EID employee receives “H.R. LaBounty Safety Award” from the Association of California Water Agencies-Joint Powers Insurance Authority (ACWA-JPIA) for promoting safety in the workplace**

“100% commitment to Safety” is one of the District’s guiding operational principles. Today, we have the privilege of recognizing a staff member for his contribution in improving workplace safety. This individual has received a \$100 monetary award from the Association of California Water Agencies-Joint Powers Insurance Authority (ACWA-JPIA), and is being presented the H.R. LaBounty Safety Award to highlight this achievement.

The award recipient is Skip Haskell, Construction Inspection Supervisor, assigned to the Engineering Department. Mr. Haskell has been an employee with the District for 20 years this May. His contribution and responsiveness is an example of 100% Safety by ensuring his co-workers have a safe area to work.

Mr. Haskell identified a potential fall hazard when a contractor was installing a water main and pressure reducing station in a new foothill development. Mr. Haskell identified the need for a passive fall protection guardrail around the pressure reducing station to prevent a potential ten foot fall over a rock wall edge.

Mr. Haskell contacted the developer who agreed with the recommendation to design and construct a guardrail system. Mr. Haskell’s recognition of a potential hazard coupled with coordinated corrective action is an example of keeping 100% Safety at the operational forefront.

On behalf of the management team, General Manager, and the Board of Directors, it is our privilege to acknowledge Skip Haskell for his contribution to improve workplace safety and being recipient of the ACWA-JPIA “H.R. LaBounty Safety Award”.

## EL DORADO IRRIGATION DISTRICT

**Subject:** Ratification of EID General Warrant Registers for the periods ending December 4, December 11, December 18, and December 25, 2018, and Board and Employee Expense Reimbursements for these periods.

### **Previous Board Action**

February 4, 2002 – The Board approved to continue weekly warrant runs, and individual Board member review with the option to pull a warrant for discussion and Board ratification at the next regular Board meeting.

August 16, 2004 – Board adopted the Board Expense Payments and Reimbursement Policy.

August 15, 2007 – The Board re-adopted the Board Expense Payments and Reimbursement Policy as Board Policy 12065 and Resolution No. 2007-059.

### **Board Policies (BP), Administrative Regulations (AR) and Board Authority**

Section 24600 of the Water Code of the State of California provides no claim is to be paid unless allowed by the Board.

### **Summary of Issue**

The District's practice has also been to notify the Board of proposed payments by email and have the Board ratify the Warrant Registers. Copies of the Warrant Registers are sent to the Board of Directors on the Friday preceding the Warrant Register's date. If no comment or request to withhold payment is received from any Director by the following Tuesday morning, the warrants are mailed out and formal ratification of said warrants is agendaized on the next regular Board agenda.

On April 1, 2002, the Board requested staff to expand the descriptions on the Warrant Registers and modify the current format of the Warrant Registers.

On July 30, 2002, the Board requested staff to implement an Executive Summary to accompany each Warrant Register which includes all expenditures greater than \$3,000 per operating and capital improvement plan (CIP) funds.

**Staff Analysis/Evaluation**

Warrant registers submitted for December 4, December 11, December 18, and December 25, 2018 totaling \$8,097,339.42, and Board and Employee Expense Reimbursements for these periods.

*Current Warrant Register Information*

Warrants are prepared by Accounts Payable; reviewed and approved by the Accounting Manager; the Director of Finance and the General Manager or their designee.

<u>Register Date</u>	<u>Check Numbers</u>	<u>Amount</u>
December 04, 2018	671413 – 671620	\$ 3,027,598.06
December 11, 2018	671621 – 671749	\$ 1,007,327.36
December 18, 2018	671750 – 671890	\$ 1,988,022.44
December 25, 2018	671891 – 672051	\$ 2,074,391.56

*Current Board/Employee Expense Payments and Reimbursement Information*

The items paid on Attachment B and C are expense and reimbursement items that have been reviewed and approved by the Clerk to the Board, Accounting Manager and the General Manager before the warrants are released. These expenses and reimbursements are for activities performed in the interest of the District in accordance with Board Policy 12065 and Resolution No. 2007-059.

Additional information regarding employee expense reimbursement is available for copying or public inspection at District headquarters in compliance with Government Code Section 53065.5.

**Board Decision/Options**

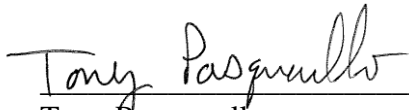
- Option 1: Ratify the EID General Warrant Register as submitted to comply with Section 24600 of the Water Code of the State of California. Receive and file Board and Employee Expense Reimbursements.
- Option 2: Take other action as directed by the Board.
- Option 3: Take no action.

**Staff/General Manager’s Recommendation**

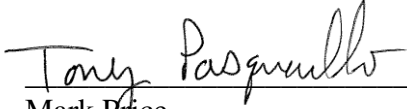
Option 1.

**Support Documents Attached**

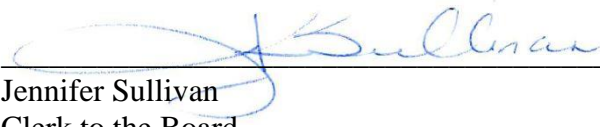
- Attachment A: Executive Summaries
- Attachment B: Board Expenses/Reimbursements
- Attachment C: Employee Expenses/Reimbursements totaling \$100 or more



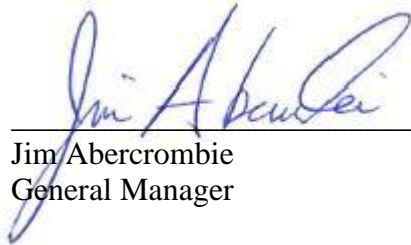
\_\_\_\_\_  
Tony Pasquarello  
Finance Manager



\_\_\_\_\_ for  
Mark Poyce  
Finance Director (CFO)



\_\_\_\_\_  
Jennifer Sullivan  
Clerk to the Board



\_\_\_\_\_  
Jim Abercrombie  
General Manager

*Executive Summary for December 4, 2018 -- \$3,027,598.06:*

This summary highlights significant disbursements made by major business activity:

**Development Services (Fund 105)**

- \$22,303—Domenichelli and Associates, Inc. for construction inspection services
- \$13,662—ICM Group, Inc. for construction inspection services

**General District Operations (Fund 110)**

- \$3,221—AT&T for phone service
- \$7,252—California Special Districts Association for 2019 agency dues
- \$3,534—City of Placerville for water and sewer services
- \$6,806—Doug Veerkamp for a credit balance refund on customer account
- \$8,355—Holden Sheetmetal Restoration for vehicle body repair and material
- \$17,915—Hunt & Sons, Inc. for card lock fuels and fuel deliveries at various locations
- \$6,040—Key2life Janitorial for November janitorial services and floor cleaning
- \$10,617—Pace Supply Corporation for warehouse inventory
- \$9,500—Reeb Government Relations, LLC for December 2018 retainer
- \$8,800—Vision Technology Solutions, LLC for annual subscription services

**Engineering Operations (Fund 210)**

- \$3,348—Blue Ribbon Personnel Services for temporary labor
- \$20,000—Cosumnes American Bear Yuba JPA for annual membership

**Water Operations (Fund 310)**

- \$4,022—AWWA for agency membership dues
- \$164,314—Cal Sierra Construction, Inc. for Bass Lake tanks recoating
- \$6,982—Frank A. Olsen Company for an actuator rebuild kit
- \$6,279—Hastie's Capitol Sand and Gravel Company for aggregate base rock and sand
- \$4,775—Landmark Environmental, Inc. for vegetation treatment plans
- \$3,258—Olin Chlor Alkali Products for sodium hypochlorite at Reservoir A
- \$8,955—Pace Supply Corporation for pipe, pipe fittings, and valves
- \$5,491—Univar USA, Inc. for caustic soda at Reservoir A

**Wastewater Operations (Fund 410)**

- \$3,660—Cintas Corporation for uniform services at DCWWTP, EDHWWTP, and Bass Lake
- \$4,372—CLS Labs for regulatory lab testing
- \$4,127—Holt of California for generator rental
- \$6,342—Industrial Electrical Company for labor and materials to rebuild a pump
- \$11,831—Pearpoint for a CCTV tractor camera system and camera repairs
- \$3,750—Rexel USA, Inc. for a PowerFlex AC drive
- \$3,302—Xylem Water Solutions USA, Inc. for pump repair kits

### Recycled Water Operations (Fund 510)

- \$8,397—Solenis, LLC for praestol at EDHWWTP
- \$9,479—Univar USA, Inc. for caustic soda at EDHWWTP

### Hydroelectric Operations (Fund 610)

- \$10,686—Alpine County for property taxes
- \$23,265—Amador County for property taxes
- \$3,067—Platt Electric Supply for miscellaneous electrical supplies
- \$50,200—U.S. Geological Survey for the FERC 184 streamgaging program

### Recreation Operations (Fund 710) none to report

### Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$4,558—CLS Labs for lab testing – FERC:C37.9 Water Quality (Project #07003H.01)
- \$17,918—Domenichelli and Associates, Inc. for engineering design services:
  - >Project #17023.01 – Rancho Ponderosa Lift Station Relocation (\$11,440)
  - >Project #17024.01 – Moose Hall Pressure Reducing Station Upgrade (\$6,478)
- \$3,018—Dudek for environmental engineering services – Wastewater Collection Facility Relocation (Project #17034.01)
- \$26,255—Frisch Engineering, Inc. for design services:
  - >Project #18001.01 – DCWWTP Main Circuit Breaker (\$3,480)
  - >Project #18003.01 – Wastewater Communications Upgrade (\$17,725)
  - >Project #18048.01 – Critical Water Facility Generators (\$5,050)
- \$4,275—Garcia and Associates for monitoring services – Forebay Dam Modifications (Project #17013.01)
- \$7,098—GHD, Inc. for engineering services:
  - >Project #16022.01 – Flume 38-40 Canal Conversion (\$848)
  - >Project #14029.01 – Esmeralda Tunnel (\$6,250)
- \$40,693—Golden State Flow Measurement, Inc. for water meters, hydrant meters, and transceivers – Automated Meter Reading/Small Meter Replacement (Project #18008.01)
- \$2,258,411—K. W. Emerson, Inc. for construction services (\$2,377,275) – Flume 44 Canal Conversion (Project #14024.01). Retention held \$118,864
- \$3,250—Network Design Associates, Inc. for consulting services – EUC Phase 1 Desktop (Project #18032.01)
- \$11,204—Teledesign Systems, Inc. for ten radio modems – Radio Telemetry/Network (Project #18033.01)
- \$39,964—TerraVerde Energy, LLC for financial feasibility assessment – Solar Assessment and Design (Project #16030.01)

*Executive Summary for December 11, 2018 -- \$1,007,327.36:*

This summary highlights significant disbursements made by major business activity:

**Development Services (Fund 105)**

- \$19,799—David Tse for a refund on a deposit payment
- \$5,000—Huddinge Partners for a refund on a deposit payment
- \$3,590—Julie Schanrock for a refund on a deposit payment

**General District Operations (Fund 110)**

- \$3,551—Ellison Schneider Harris & Donlan LLP for on-call legal services
- \$7,537—Ferguson Enterprises, Inc. for warehouse inventory
- \$3,971—Life Insurance Company of North America for December 2018 life insurance premiums
- \$3,518—Water Education Foundation for annual membership dues

**Engineering Operations (Fund 210)**

- \$5,605—All Pro Backflow, Inc. for backflow testing services

**Water Operations (Fund 310)**

- \$5,748—Herc Rentals, Inc. for a wheel loader rental
- \$6,696—Placer County Water Agency for cost-sharing agreement to preserve and protect American River water supplies
- \$3,935—U.S. Forest Service for special use permits

**Wastewater Operations (Fund 410)**

- \$3,736—El Dorado Disposal Service, Inc. for grit disposal and trash removal
- \$3,662—Ferguson Enterprises, Inc. for pipe fittings and pipe patch kits
- \$4,327—Foster Flow Control for a butterfly valve
- \$35,759—Frisch Engineering, Inc. for control panels and programming services
- \$14,471—Industrial Electrical Company for four soft starters
- \$4,592—Ken Grady Company, Inc. for a samples pump and sensors
- \$8,508—Polydyne, Inc. for polymer and defoamer at DCWWTP
- \$3,360—Watertalent, LLC for temporary labor services

**Recycled Water Operations (Fund 510)** none to report

**Hydroelectric Operations (Fund 610)** none to report

**Recreation Operations (Fund 710)** none to report

## Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$4,200—BT Consulting, Inc. for engineering services:
  - >Project #17003.01 – Hazardous Mitigation Canal Failure Downstream Flume 10 (\$2,400)
  - >Project #14024.01 – Flume 44 Canal Conversion (\$1,800)
- \$5,030—Capitol Steel Company for construction supplies – Alarm 5 Canal Rehabilitation (Project #18051.01)
- \$17,282—CDW Government for bandwidth upgrades – WAN Upgrade (Project #18044.01)
- \$4,496—Ellison Schneider Harris & Donlan LLP for on-call legal services – Permit 21112 Change in Point (Project #16003.01)
- \$230,570—GHD, Inc. for engineering services:
  - >Project #14024.01 – Flume 44 Canal Conversion (\$184,795)
  - >Project #17003.01 – Hazardous Mitigation Canal Failure Downstream Flume 10 (\$10,685)
  - >Project #17034.01 – Wastewater Collection Facility Relocation (\$7,972)
  - >Project #STUDY01.01 – Canal Assessment (\$13,568)
  - >Project #18021.01 – DCWWTP Storage Building Siding (\$229)
  - >Project #18051.01 – Alarm 5 Canal Rehabilitation (\$13,321)
- \$7,838—HydroScience Engineers, Inc. for engineering design services:
  - >Project #18015.01 – EDHWWTP Odor Control (\$3,520)
  - >Project #17020.01 – Wastewater Collection System Pipeline (\$4,318)
- \$9,318—Meyers, Nave, Riback, Silver & Wilson for legal representation – Camp 2 Bridge Replacement (Project #06030H.01)
- \$391,935—Syblon Reid for engineering services – Hazardous Mitigation Canal Failure Downstream Flume 10 (Project #17003.01)
- \$114,191—TNT Industrial Contractors, Inc. for construction services (\$120,201) – Outingdale Lower Tank Replacement (Project #13015.01) Retention held \$6,010



*Executive Summary for December 18, 2018 -- \$1,988,022.44:*

This summary highlights significant disbursements made by major business activity:

**Development Services (Fund 105)**

- \$17,399—ICM Group, Inc. for construction inspection services

**General District Operations (Fund 110)**

- \$17,012—AT&T for phone service
- \$4,307—C & H Motor Parts, Inc. for vehicle repair parts and tools
- \$10,308—Dataprose, LLC for November billing services
- \$42,998— Doug Veerkamp General Engineering, Inc. for release of retention
- \$3,143—Guardian Life Insurance Company for November vision claims
- \$11,516—Hunt & Sons, Inc. for card lock fuels and fuel deliveries at various locations
- \$7,715—Les Schwab Tire Centers of California, Inc. for tires and pressure monitors
- \$10,127—Meyers, Nave, Riback, Silver & Wilson for outside legal services
- \$10,487—Municipal Maintenance Equipment, Inc. for a hydrostatic pump
- \$10,903—PG&E for electric service
- \$5,000—Pitney Bowes Reserve Account for postage for warehouse meter

**Engineering Operations (Fund 210)**

- \$8,218—All Pro Backflow, Inc. for backflow testing services
- \$3,152— Stantec Consulting Services, Inc. for properties management plan report
- \$3,573—Tully & Young, Inc. for water hydrology support services

**Water Operations (Fund 310)**

- \$13,965—Aqua Tech Company for tank cover cleaning and repair services
- \$15,670—California Department of Tax and Fee Administration (CDTFA) for annual water rights fees
- \$3,141—El Dorado County Community Development Services for encroachment services
- \$3,271—Olin Chlor Alkali Products for sodium hypochlorite at Reservoir A
- \$4,345—PG&E for electric service
- \$3,179—The Trailer Specialist, Inc. for a trailer
- \$5,404—Univar USA, Inc. for caustic soda at Reservoir A
- \$4,275—Water Quality & Treatment Solutions, Inc. for water system disinfection analysis

### **Wastewater Operations (Fund 410)**

- \$3,457—CLS Labs for regulatory lab testing
- \$26,824—Denali Water Solutions, LLC for sludge hauling and disposal at EDHWWTP and DCWWTP
- \$3,600—DFK Solutions Group, LLC for SOP application development
- \$7,656—El Dorado County Community Development Services for encroachment services
- \$4,736—Hach Company for annual calibration service contract
- \$4,997—Parkson Corporation for brush assemblies
- \$71,578—PG&E for electric service
- \$51,516—State Water Resources Control Board for annual permit fees
- \$7,092—Univar USA, Inc. for caustic soda at DCWWTP
- \$10,300—USP Technologies for hydrogen peroxide at EDHWWTP
- \$6,720—Watertalent, LLC for temporary labor services

### **Recycled Water Operations (Fund 510)**

- \$9,903—PG&E for electric service
- \$16,347—State Water Resources Control Board for annual permit fees
- \$6,757—Univar USA, Inc. for caustic soda at EDHWWTP

### **Hydroelectric Operations (Fund 610)**

- \$5,293— California Department of Tax and Fee Administration (CDTFA) for annual water rights fees

### **Recreation Operations (Fund 710)**

- \$4,789—Proud Construction for door repair services

### Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$38,654—CDW Government for transceiver modules and thin client computers:
  - >Project #18032.01 – EUC Phase 1 Desktop (\$34,099)
  - >Project #16027.01 – Network Switch Upgrade (\$4,555)
- \$169,056—Clyde G. Steagall, Inc. for construction services (\$177,954) – Moose Hall Pressure Reducing Station Upgrade (Project #17024.01). Retention held \$8,898
- \$3,464—El Dorado County Planning & Building Department for a rezoning fee – Wastewater Collection Facility Relocation (Project #17034.01)
- \$23,843—Folsom Ready Mix, Inc. for concrete deliveries – Alarm 5 Canal Rehabilitation (Project #18051.01)
- \$207,066—GEI Consultants, Inc. for engineering services:
  - >Project #15024.01 – El Dorado Hills Raw Water Pump Station (\$7,038)
  - >Project #17013.01 – Forebay Dam Modifications (\$200,028)
- \$17,095—Herwit Engineering for engineering design services – DCWWTP Process Control Design (Project #17033.01)
- \$845,742—K. W. Emerson, Inc. for construction services (\$890,255) – Flume 44 Canal Conversion (Project #14024.01). Retention held \$44,513
- \$68,714—North State Painting for siding replacement – DCWWTP Storage Building Siding (Project #18021.01)
- \$4,461—RMC, a Woodard & Curran Company for basis of design reports – Sly Park Intertie Improvements (Project #15009.01)
- \$26,031—Sage Engineers, Inc. for engineering services – Flume 47C Replacement (Project #17026.01)
- \$10,453—Stantec Consulting Services, Inc. for engineering services – Main Ditch-Forebay to Reservoir 1 (Project #11032.01)
- \$24,830—TCB Industrial, Inc. for engineering services (\$25,467) – Tank 7 In-Conduit Hydro Assessment (Project #13013.01). Retention held \$637

*Executive Summary for December 25, 2018 -- \$2,074,391.56:*

This summary highlights significant disbursements made by major business activity:

**Development Services (Fund 105)**

- \$17,930—Domenichelli and Associates, Inc. for construction inspection services

**General District Operations (Fund 110)**

- \$3,331—C & H Motor Parts, Inc. for vehicle repair parts
- \$5,365—Hunt & Sons, Inc. for fuel deliveries at various locations
- \$9,750—Quantum Resolve, Inc. for consulting services

**Engineering Operations (Fund 210)**

- \$13,313—C & M Backflow Testing and Repair, Inc. for backflow testing services

**Water Operations (Fund 310)**

- \$6,615—Aqua Tech Company for tank cover cleaning and repair services
- \$40,107—Blain Stumpf Trucking for rock and sludge hauling for Reservoirs 1 and A
- \$83,854—Cal Sierra Construction, Inc. for Bass Lake tanks recoating (\$88,267). Retention held \$4,413
- \$23,650—CSI Services, Inc. for Bass Lake tanks recoating inspections
- \$9,884—E.H. Wachs for a gas powered vacuum
- \$4,977—Grainger for a pipe superfreeze unit and miscellaneous operating supplies
- \$164,822—PG&E for electric service

**Wastewater Operations (Fund 410)**

- \$5,031—Flo-Line Technology, Inc. for hydroxide pump repair parts
- \$3,820—Hach Company for lab supplies
- \$4,127—Holt of California for generator rental
- \$91,435—PG&E for electric service
- \$4,222—The Trailer Specialist, Inc. for a trailer
- \$8,408—WECO Industries, LLC for vaporooter chemicals

**Recycled Water Operations (Fund 510)**

- \$7,931—PG&E for electric service
- \$6,617—Univar USA, Inc. for caustic soda at EDHWWTP

**Hydroelectric Operations (Fund 610)**

- \$7,612—Price Geographic Consulting for Weber Dam condition assessment
- \$13,898—Rexel USA, Inc. for annual software support
- \$10,954—TCB Industrial, Inc. for turbine inspection services
- \$13,292—Wilbur-Ellis Company, LLC for vegetation control

## Recreation Operations (Fund 710)

- \$15,300—Carsten Tree Service for tree hazard removal

## Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$214,646—Advanced Industrial Services, Inc. for construction services (\$225,943) – Swansboro Tank Rehabilitation (Project #17012.01). Retention held \$11,297
- \$19,201—Aqua-Aerobic Systems, Inc. for actuator and valve retrofit kits – DCWWTP Aquaerobic Filter Valve (Project #18047.01)
- \$3,900—Bentek Systems, LTD for SCADALink hardware – Forebay Dam Modifications (Project #17013.01)
- \$6,200—Bonkowski and Associates, Inc. for evaluation and site testing at well site – FERC:C50.2 Caples Lake Campground (Project #15016.01)
- \$7,184—Denios, Inc. for progress payment on chemical storage building – Wastewater Chemical Storage (Project #18060.01)
- \$19,567—Frank A. Olsen Company for actuators – EDHWTP Filters 3-6 Replacement (Project #18054.01)
- \$16,235—Frisch Engineering, Inc. for design services:
  - >Project #18003.01 – Wastewater Communications Upgrade (\$4,200)
  - >Project #18048.01 – Critical Water Facility Generators (\$12,035)
- \$3,899—Garcia and Associates for monitoring services – FERC:C37.9 Water Quality (Project #07003H.01)
- \$11,917—GEI Consultants, Inc. for engineering services – El Dorado Hills Raw Water Pump Station (Project #15024.01)
- \$4,875—Network Design Associates, Inc. for consulting services – EUC Phase 1 Desktop (Project #18032.01)
- \$4,236—Price Geographic Consulting for drone services – Forebay Dam Modifications (Project #17013.01)
- \$3,188—Quantum Resolve, Inc. for consulting services – Hansen 7 Software Replacement (Project #18055.01)
- \$3,796—Sage Engineers, Inc. for engineering services – Powerhouse Roof (Project #16046.01)
- \$1,038,500—Shimmick Construction Company, Inc. for construction services (\$1,093,158) – Forebay Dam Modifications (Project #17013.01). Retention held \$54,658
- \$3,836—Stratus Environmental, Inc. for environmental services – FERC:C50.2 Caples Lake Campground (Project #15016.01)
- \$23,283—T & T Valve and Instrument, Inc. for six combination valves – EDHWWTP Tertiary Effluent Air Valve (Project #18045.01)
- \$13,292—Wilbur-Ellis Company, LLC for vegetation control – FERC:C15 Pesticide Use (Project #18045.01)

**Board Expenses/Reimbursements**  
Warrant Registers dated 12/04/18 - 12/24/18

DESCRIPTION	Lori Anzini	Dale Coco, MD	Pat Dwyer	Greg Prada	Michael Raffety	Total
Personal Vehicle Expense	\$16.35		\$11.45	\$47.96	\$200.62	\$276.38
Hotel					\$1,122.65	\$1,122.65
Meals or Incidentals Allowance					\$84.94	\$84.94
Airfare, Car Rental, Misc Travel					\$17.30	\$17.30
Fax, Cell or Internet Service		\$40.00		\$40.00	\$40.00	\$120.00
Meeting or Conference Registration						\$0.00
Meals with Others						\$0.00
Membership Fees/Dues						\$0.00
Office Supplies	\$1,000.00		\$962.13			\$1,962.13
Reimburse prepaid expenses						\$0.00
Miscellaneous Reimbursements						\$0.00
	\$1,016.35	\$40.00	\$973.58	\$87.96	\$1,465.51	\$3,583.40

**Employee Expenses/Reimbursements**  
Warrant Registers dated 12/04/18 - 12/25/18

EMPLOYEE	DESCRIPTION	AMOUNT
Elizabeth Wells	WRCA Board Meeting Mileage	\$187.92
Noel Russell	Water Distribution Operator Certification Renewal	\$120.00
Brian Mueller	ACWA Fall Conference Expenses	\$266.38
Jim Abercrombie	ACWA Fall Conference Expenses	\$548.43
Zol Whitman	Water Distribution Operator Exam and Certification Renewal	\$235.00
Jesse Saich	ACWA Fall Conference Expenses	\$159.04
Brian Poulsen	ACWA Fall Conference Expenses	\$1,229.70
Dan Corcoran	ACWA Fall Conference Expenses	\$1,329.64
Gary Rider	Water Distribution Operator Training, Exam, and Certification Renewal	\$285.00
Larry Olsen	Water Treatment Plant Operator Certification Renewal	\$150.00
Glenn Eberhard	CISCO Certification Testing Fee	\$300.00
		\$4,811.11



**MINUTES**  
**SPECIAL MEETING OF THE BOARD OF DIRECTORS**  
District Board Room, 2890 Mosquito Road, Placerville, California  
December 10, 2018 — 8:00 A.M.

## Board of Directors

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**Michael Raffety—Division 3**  
President

**Alan Day—Division 5**  
Vice President

**George Osborne—Division 1**  
Director

**Pat Dwyer—Division 2**  
Director

**Lori Anzini—Division 4**  
Director

## Executive Staff

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**Jim Abercrombie**  
General Manager

**Brian D. Poulsen, Jr.**  
General Counsel

**Jennifer Sullivan**  
Clerk to the Board

**Jesse Saich**  
Communications

**Brian Mueller**  
Engineering

**Mark Price**  
Finance

**Jose Perez**  
Human Resources

**Tim Ranstrom**  
Information Technology

**Dan Corcoran**  
Operations

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**PUBLIC COMMENT:** Anyone wishing to comment about items not on the Agenda may do so during the public comment period. Those wishing to comment about items on the Agenda may do so when that item is heard and when the Board calls for public comment. Public comments are limited to five minutes per person.

**PUBLIC RECORDS DISTRIBUTED LESS THAN 72 HOURS BEFORE A MEETING:** Any writing that is a public record and is distributed to all or a majority of the Board of Directors less than 72 hours before a meeting shall be available for immediate public inspection in the office of the Clerk to the Board at the address shown above. Public records distributed during the meeting shall be made available at the meeting.

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**AMERICANS WITH DISABILITIES ACT:** In accordance with the Americans with Disabilities Act (ADA) and California law, it is the policy of El Dorado Irrigation District to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation for this meeting, please contact the EID ADA coordinator at 530-642-4045 or email at [adacoordinator@eid.org](mailto:adacoordinator@eid.org) at least 72 hours prior to the meeting. Advance notification within this guideline will enable the District to make reasonable accommodations to ensure accessibility.



## **CALL TO ORDER**

President Raffety called the meeting to order at 8:05 A.M.

### **Roll Call Board**

Present: Directors Osborne, Dwyer, Raffety, Anzini and Day

### **Staff**

Present: General Manager Abercrombie, General Counsel Poulsen and Clerk to the Board Sullivan

### **Pledge of Allegiance and Moment of Silence**

President Raffety led the Pledge of Allegiance followed by a Moment of Silence.

## **ADOPT AGENDA**

**ACTION:** Agenda was adopted.

### **MOTION PASSED**

Ayes: Directors Day, Osborne, Dwyer, Raffety and Anzini

## **CEREMONIAL SWEARING-IN**

Directors Dwyer and Anzini took the oath of office during a ceremonial swearing in by El Dorado County Superior Court Judge Dylan Sullivan.

## **PUBLIC COMMENT**

Richard Boylan  
Harry Norris, Camino

## **CLOSED SESSION**

### **A. Conference with Labor Negotiators**

Government Code Section 54957.6

Agency Negotiators: Jack Hughes, Brian Poulsen, Jose Perez, Mark Price and Jim Abercrombie  
Employee Organization: Association of El Dorado Irrigation District Employees (general and engineering bargaining units)

**ACTION:** The Board met with and received information from its negotiators. Discussion of this item continued during the scheduled Regular Board Meeting closed session.

### **B. Conference with General Counsel–Anticipated Litigation**

Government Code Section 54956.9(d)(4)

(one potential case against the California State Water Resources Control Board regarding the Sacramento/San Joaquin River Bay Delta Water Quality Control Plan Update)

**ACTION:** The Board met with and received information from counsel. Discussion of this item continued during the scheduled Regular Board Meeting closed session.

**ADJOURNMENT**

President Raffety adjourned the meeting at 9:02 A.M.

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Michael Raffety  
Board President  
EL DORADO IRRIGATION DISTRICT

**ATTEST**

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Jennifer Sullivan  
Clerk to the Board  
EL DORADO IRRIGATION DISTRICT

Approved: \_\_\_\_\_



**MINUTES**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
District Board Room, 2890 Mosquito Road, Placerville, California  
December 10, 2018 — 9:00 A.M.

## Board of Directors

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**Alan Day—Division 5**  
President

**George Osborne—Division 1**  
Vice President

**Pat Dwyer—Division 2**  
Director

**Michael Raffety—Division 3**  
Director

**Lori Anzini—Division 4**  
Director

## Executive Staff

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**Jim Abercrombie**  
General Manager

**Brian D. Poulsen, Jr.**  
General Counsel

**Jennifer Sullivan**  
Clerk to the Board

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Communications

**Brian Mueller**  
Engineering

**Mark Price**  
Finance

**Jose Perez**  
Human Resources

**Tim Ranstrom**  
Information Technology

**Dan Corcoran**  
Operations

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## CALL TO ORDER

President Raffety called the meeting to order at 9:03 A.M.

### Roll Call Board

Present: Directors Osborne, Dwyer, Raffety, Anzini and Day

### Staff

Present: General Manager Abercrombie, General Counsel Poulsen and Clerk to the Board Sullivan

## ADOPT AGENDA

**ACTION:** Agenda was adopted.

### MOTION PASSED

Ayes: Directors Osborne, Day, Dwyer, Raffety and Anzini

## COMMUNICATIONS

### General Manager's Employee Recognition

Awards and Recognitions

a) EID Wins ACWA Region 3 Outreach Recognition Award – Summary by Jesse Saich

## PUBLIC COMMENT

Paul Raveling addressed the Board and provided a 2-page handout titled *Eid [sic] Percent Annual Changes in Water Rates: Current year relative to preceding year*

Michelle Smith addressed the Board and provided a 1-page handout titled *12/10/18 EID Board Meeting – Open Comments*

Chuck Vanderpool, Pollock Pines

## COMMUNICATIONS

### General Manager

Staff Reports and Updates

None

### Clerk to the Board

None

### Board of Directors

Director Raffety reported on his attendance at the Association of California Water Agencies (ACWA) Fall Conference.

Director Osborne commented on information that he recently received from the public on the District's Forebay Dam project. Director Osborne also reported on his attendance at the Placerville Rotary Club dinner to benefit Camp Fire victims.

Directors Dwyer and Anzini reported on their participation on recent tours of District facilities.

## **NOMINATION AND ELECTION**

**Public Comment:** Jim Abram, Pollock Pines  
Richard Boylan

**MOTION:** Motion by Director Raffety and seconded by Director Osborne nominating Director Osborne as Board President and Director Dwyer as Board Vice President.

**MOTION:** Motion by Director Anzini and seconded by Director Day nominating Director Day as Board President and Director Osborne as Board Vice President.

**ACTION:** Director Day was elected Board President and Director Osborne was elected Board Vice President. Representative appointments will be made by Board President Day at the regular Board meeting on January 14, 2019.

### **MOTION PASSED**

Ayes: Directors Anzini, Day and Dwyer

Noes: Directors Osborne and Raffety

## **APPROVE CONSENT CALENDAR**

**ACTION:** Director Day pulled Item Nos. 5 and 6 and Director Osborne pulled Item No. 3. Consent Calendar was then approved as amended.

### **MOTION PASSED**

Ayes: Directors Osborne, Anzini, Dwyer, Raffety and Day

## **CONSENT CALENDAR**

### **1. Finance (Pasquarello)**

Ratification of EID General Warrant Registers for the periods ending November 6, November 13, and November 20, 2018, and Board and Employee Expense Reimbursements for these periods.

**ACTION:** Option 1: Ratified the EID General Warrant Register as submitted to comply with Section 24600 of the Water Code of the State of California. Received and filed Board and Employee Expense Reimbursements.

### **MOTION PASSED**

Ayes: Directors Osborne, Anzini, Dwyer, Raffety and Day

### **2. Clerk to the Board (Sullivan)**

Approval of the minutes of the November 13, 2018 regular meeting of the Board of Directors.

**ACTION:** Option 1: Approved as submitted.

### **MOTION PASSED**

Ayes: Directors Osborne, Anzini, Dwyer, Raffety and Day

**3. Clerk to the Board (Sullivan)**

Consideration to adopt the proposed 2019 Board meeting schedule, rescheduling Board meetings that fall on either legal holidays or present scheduling conflicts.

**ACTION:** Option 2: Took other action as directed by the Board.

Adopted the proposed 2019 Board meeting schedule with the following revisions; changed the Monday, September 23<sup>rd</sup> Board meeting to a tentative meeting and added two tentative Board meeting dates on Monday, March 25<sup>th</sup> and Tuesday, May 28<sup>th</sup>

**MOTION PASSED**

Ayes: Directors Osborne, Anzini, Dwyer, Raffety and Day

**4. Operations (Odzakovic)**

Consideration to award a contract to California Laboratory Services in the not-to-exceed amount of \$81,000 for 2019 drinking and source water monitoring analytical testing services.

**ACTION:** Option 1: Awarded a contract to California Laboratory Services in the not-to-exceed amount of \$81,000 for 2019 drinking and source water monitoring analytical testing services.

**MOTION PASSED**

Ayes: Directors Osborne, Anzini, Dwyer, Raffety and Day

**5. Office of the General Counsel (Leeper)**

Consideration to adopt a resolution approving a Joint Community Facilities Financing Agreement with the City of Folsom for its Community Facilities District No. 22 (Folsom Heights).

**Public Comment:** Richard Boylan  
Jim Abram  
Paul Raveling, El Dorado Hills

**ACTION:** Option 1: Adopted Resolution No. 2018-023, as presented by staff, authorizing General Manager to execute the Joint Community Facilities Financing Agreement with the City of Folsom for its Community Facilities District No. 22 (Folsom Heights).

**MOTION PASSED**

Ayes: Directors Dwyer, Osborne, Raffety, Anzini and Day

**6. Office of the General Counsel (Leeper)**

Consideration to award a two-year contract to Reeb Government Relations, LLC, in the amount of \$114,000 per year, for state-level government relations professional services.

**Public Comment:** Craig Schmidt  
Chuck Vanderpool

**MOTION:** Motion by Director Osborne and seconded by Director Raffety to approve option 1 and award a two-year contract to Reeb Government Relations, LLC, in the amount of \$114,000 per year, for state-level government relations professional services, and authorize General Manager to execute this contract.

**MOTION:** Motion by Director Day and seconded by Director Anzini to approve option 2 to take other action as directed by the Board and award a six-month contract to Reeb Government Relations, LLC, in the amount of \$57,000, for state-level government relations professional services, and direct staff to obtain bids for future state government relations professional services.

**ACTION:** Option 2: Took other action as directed by the Board.  
Awarded a six-month contract to Reeb Government Relations, LLC, in the amount of \$57,000, for state-level government relations professional services, and directed staff to obtain bids for future state government relations professional services.

**MOTION PASSED**

Ayes: Directors Day, Anzini and Dwyer  
Noes: Directors Osborne and Raffety

**7. Finance (Pasquarello)**

Consideration to authorize funding approval for District Capital Improvement Plan (CIP) Projects: Outingdale Water Treatment Plant Automation Replacement, Project No. 13043 in the amount of \$45,000; Penstock Improvements, Project No. 15018 in the amount of \$10,000; Powerhouse Roof, Project No. 16046 in the amount of \$75,000.

**ACTION:** Option 1: Authorized funding approval for District Capital Improvement Plan (CIP) Projects: Outingdale Water Treatment Plant Automation Replacement, Project No. 13043 in the amount of \$45,000; Penstock Improvements, Project No. 15018 in the amount of \$10,000; Powerhouse Roof, Project No. 16046 in the amount of \$75,000.

**MOTION PASSED**

Ayes: Directors Osborne, Anzini, Dwyer, Raffety and Day

**END OF CONSENT CALENDAR**

**PUBLIC HEARING — 9:00 A.M.**

**8. Finance (Pasquarello)**

Consideration to adopt a resolution for the Fiscal Year 2019 Appropriations Limit.

Public Hearing opened at 12:07 P.M.

**ACTION:** Option 1: Adopted Resolution No. 2018-022 for the Fiscal Year 2019 Appropriations Limit.

**MOTION PASSED**

Ayes: Directors Osborne, Raffety, Dwyer, Anzini and Day

**ACTION ITEMS**

**9. Engineering (Mueller)**

Consideration to adopt the 2019 – 2023 Capital Improvement Plan (CIP).

**Public Comment:** Jim Abram

Paul Raveling, El Dorado Hills

Joanne Abram

Ray Curtis

Lisa Richmond

Craig Schmidt, Placerville

Chuck Vanderpool

**MOTION:** Motion by Director Osborne and seconded by Director Raffety to approve option 1 and adopt the 2019 – 2023 Capital Improvement Plan (CIP), subject to available funding.

**MOTION:** Motion by Director Day and seconded by Director Anzini to approve option 2 to take other action as directed by the Board and direct staff to review the 2019 – 2023 Capital Improvement Plan (CIP) and prepare an option to reduce it to approximately \$137 million over a 5-year period, reduce the bond issuance included in the proposed plan to \$25 million and bring back to the Board for consideration.

**ACTION:** Option 2: Took other action as directed by the Board.  
Directed staff to review the 2019 – 2023 Capital Improvement Plan (CIP) and prepare an option to reduce it to approximately \$137 million over a 5-year period, reduce the bond issuance included in the proposed plan to \$25 million and bring back to the Board for consideration.

**MOTION PASSED**

Ayes: Directors Day, Anzini and Dwyer

Noes: Directors Osborne and Raffety



## 10. Finance (Price)

Consideration to adopt the 2019 – 2020 Operating Budget and 2019 – 2023 Financial Plan, including the implementation of previously approved rate increases for 2019 for water, wastewater and recycled water.

**MOTION:** Motion by Director Dwyer and seconded by Director Anzini to approve option 2 to take other action as directed by the Board and adopt the 2019 – 2020 Operating Budget and 2019 – 2023 Financial Plan with the changes proposed in Action Item No. 9 – 2019 – 2023 Capital Improvement Plan (CIP) of this agenda. Director Anzini later withdrew her second.

**MOTION:** Motion by Director Day and seconded by Director Anzini to approve option 2 to take other action as directed by the Board and adopt the 2019 – 2020 Operating Budget and 2019 – 2023 Financial Plan with the changes proposed in Action Item No. 9 – 2019 – 2023 Capital Improvement Plan (CIP) of this agenda, implement previously approved rate increases for 2019 of 3% for water and 3% for recycled water, and eliminate the previously approved 2019 wastewater rate increase.

**MOTION:** Motion by Director Raffety and seconded by Director Osborne to approve option 2 to take other action as directed by the Board and adopt the 2019 – 2020 Operating Budget and 2019 – 2023 Financial Plan with the changes proposed in Action Item No. 9 – 2019 – 2023 Capital Improvement Plan (CIP) of this agenda and implement rate increases for 2019 of 3% for water, 2% for wastewater and 3% for recycled water.

**ACTION:** Option 2: Took other action as directed by the Board.  
Adopted the 2019 – 2020 Operating Budget and 2019 – 2023 Financial Plan with the changes proposed in Action Item No. 9 – 2019 – 2023 Capital Improvement Plan (CIP) of this agenda and implemented rate increases for 2019 of 3% for water, 2% for wastewater and 3% for recycled water.

### **MOTION PASSED**

Ayes: Directors Raffety, Osborne and Dwyer

Noes: Directors Anzini and Day

## 11. Engineering (Wilson)

Consideration to approve a change order to Cal Sierra Construction Inc. in the not-to-exceed amount of \$369,400 for the complete interior recoating of Bass Lake Tank #1; and authorize funding of \$75,176 for the Bass Lake Tanks Recoating Project, Tracking No. T2018.13.

**ACTION:** Option 1: Approved a change order to Cal Sierra Construction Inc. in the not-to-exceed amount of \$369,400 for the complete recoating of Bass Lake Tank #1; and authorized funding of \$75,176 for the Bass Lake Tanks Recoating Project, Tracking No. T2018.13.

### **MOTION PASSED**

Ayes: Directors Day, Osborne, Dwyer, Raffety and Anzini

## 12. Engineering (Wilson)

Consideration to award a contract to Bay City Electric Works in the not-to-exceed amount of \$294,246 for the purchase of five stationary generators, and consideration to award a contract to Holt of California in the not-to-exceed amount of \$310,256 for the purchase of one mobile generator for use as backup power at critical water pumping facilities; and authorize funding of \$604,502 for Critical Water Facility Generators: Project No. 18048.01.

**ACTION:** Option 1: Awarded a contract to Bay City Electric Works in the not-to-exceed amount of \$294,246 for the purchase of five stationary generators, and awarded a contract to Holt of California in the not-to-exceed amount of \$310,256 for the purchase of one mobile generator for use as backup power at critical water pumping facilities; and authorized funding of \$604,502 for Critical Water Facility Generators: Project No. 18048.01.

### **MOTION PASSED**

Ayes: Directors Day, Osborne, Dwyer, Raffety and Anzini

## **CLOSED SESSION**

### **A. Conference with Labor Negotiators**

Government Code Section 54957.6

Agency Negotiators: Jack Hughes, Brian Poulsen, Jose Perez, Mark Price and Jim Abercrombie  
Employee Organization: Association of El Dorado Irrigation District Employees (general and engineering bargaining units)

**ACTION:** The Board met and conferred with its negotiators and provided direction but took no reportable action.

### **B. Conference with General Counsel–Anticipated Litigation**

Government Code Section 54956.9(d)(4)

(one potential case against the California State Water Resources Control Board regarding the Sacramento/San Joaquin River Bay Delta Water Quality Control Plan Update)

**ACTION:** The Board met and conferred with counsel and provided direction to the general but took no reportable action.

## **REVIEW OF ASSIGNMENTS**

Director Anzini requested that the Board hold on workshop to discuss Board collaboration and governance.

Director Dwyer requested that staff prepare an information item regarding the District's mobile home park billing structures.

Director Dwyer requested that the Board consider forming an ad hoc committee including two Board members to meet with members regarding the Upper Main Ditch Project.

Director Day requested that staff develop a "white paper" outlining the history of Folsom Heights incorporation into the District's service area.

**ADJOURNMENT**

President Day adjourned the meeting at 2:38 P.M.

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Alan Day  
Board President  
EL DORADO IRRIGATION DISTRICT

**ATTEST**

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Jennifer Sullivan  
Clerk to the Board  
EL DORADO IRRIGATION DISTRICT

Approved: \_\_\_\_\_

## EL DORADO IRRIGATION DISTRICT

**Subject:** Consideration to adopt two resolutions to certify signatures for the District's checking accounts at Bank of America and El Dorado Savings Bank.

### **Previous Board Action**

The Board annually adopts resolutions certifying signatures on the District's checking accounts to reflect any changes in Board officers and District executive staff.

### **Board Policies (BP), Administrative Regulations (AR), and Board Authority**

AR 3091.09 requires the District Treasurer to establish procedures to govern all financial transactions.

### **Summary of Issue**

The Board adopts resolutions as necessary to maintain accurate authorized signers for the District's bank accounts. The District maintains four checking accounts at Bank of America for which money is drawn from in the name of El Dorado Irrigation District: Public Funds Checking Account, Controlled Disbursement Account, Non-analyzed Investment Account (Leasing account), and Flexible Spending Health Claims Checking Account. The District also maintains one checking account at El Dorado Savings Bank for the Sly Park recreation facility.

### **Staff Analysis/Evaluation**

Effective December 11, 2018, Alan Day became the District's new Board President, replacing Michael Raffety. Therefore, Alan Day's signature needs to be added to the bank signature cards, and Michael Raffety's signature needs to be removed from the bank signature cards.

Two signatures are required on all checks for payment in the name of El Dorado Irrigation District on the District's Bank of America and El Dorado Savings Bank checking accounts. The new Board President, General Manager Jim Abercrombie, and Director of Finance Mark Price are approved signers on the accounts. Separate draft resolutions are offered for each of the two banks.

### **Board Decisions/Options**

**Option 1:** Adopt two resolutions to certify signatures for the District's checking accounts at Bank of America and El Dorado Savings Bank.

**Option 2:** Take other action as directed by the Board.

**Option 3:** Take no action.

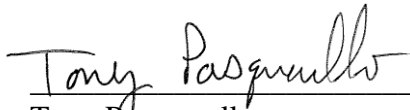
### **Staff/General Manager's Recommendation**

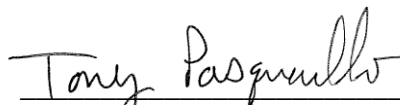
Option 1

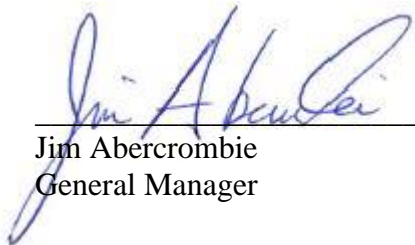
**Supporting Documents Attached**

Attachment A: Proposed Resolution for Certification of Signatures – Bank of America Checking Accounts

Attachment B: Proposed Resolution for Certification of Signatures – El Dorado Savings Bank Checking Account

  
\_\_\_\_\_  
Tony Pasquarello  
Finance Manager

  
\_\_\_\_\_  
Mark Pice  
Finance Director

  
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Jim Abercrombie  
General Manager

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**RESOLUTION OF THE BOARD OF DIRECTORS OF  
EL DORADO IRRIGATION DISTRICT  
CERTIFICATION OF SIGNATURES – BANK OF AMERICA  
CHECKING ACCOUNTS**

BE IT RESOLVED that the EL DORADO IRRIGATION DISTRICT has established in its name accounts with the BANK OF AMERICA, N.A. (“Bank”), upon such terms and conditions as may be agreed upon between the parties, and that the General Manager of the District or his/her designee be and hereby is authorized to establish and maintain such accounts; and

BE IT FURTHER RESOLVED that the persons of the EL DORADO IRRIGATION DISTRICT named below be and hereby are authorized to sign checks on behalf of the EL DORADO IRRIGATION DISTRICT; provided, however that the authorized signatories of checks for the Health Claims Checking Accounts and Flexible Spending Account are the insurance carrier’s administrator for those programs.

BE IT FURTHER RESOLVED that the Bank is hereby requested, authorized and directed to honor all checks for payment of money drawn in the name of the El Dorado Irrigation District on its Controlled Disbursement Account and Non-analyzed Investment Account (Leasing Account), including those drawn to individual orders of any person or persons whose names appear thereon as signer(s) thereof, when such checks bear the signatures of any two of the persons of EL DORADO IRRIGATION DISTRICT named below, and further that the facsimile signatures for Board President Alan Day, General Manager Jim Abercrombie, and Director of Finance Mark Price shall be deemed good and sufficient signatures for such purpose.

BE IT FURTHER RESOLVED that the Bank is hereby requested, authorized and directed to honor all checks for payment of money drawn in the name of the El Dorado Irrigation District on its Health Claims Checking Accounts and Flexible Spending Account when such checks bear the signatures of the insurance carrier’s administrator for those programs, and further that the facsimile signatures of such insurance carrier’s administrator shall be deemed good and sufficient signatures for such purpose.

BE IT FURTHER RESOLVED that the specimen signatures appearing opposite the names and titles below are the genuine signatures of such persons:

Signatures

Alan Day President, Board of Directors \_\_\_\_\_

Jim Abercrombie General Manager \_\_\_\_\_

Mark Price Director of Finance \_\_\_\_\_

BE IT FURTHER RESOLVED that Clerk to the Board Jennifer Sullivan duly certifies the genuineness of said signatures of the foregoing persons of EL DORADO IRRIGATION DISTRICT.

BE IT FURTHER RESOLVED that this Resolution shall take effect and be effective immediately upon its adoption.

The foregoing Resolution was introduced at a special meeting of the Board of Directors of EL DORADO IRRIGATION DISTRICT, held on the 14<sup>th</sup> day of January 2019, by Director \_\_\_\_\_, who moved its adoption. The motion was seconded by Director \_\_\_\_\_, and a poll vote taken which stood as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

The motion having a majority of votes “Aye”, the resolution was declared to have been adopted, and it was so ordered.

Alan Day  
President, Board of Directors  
EL DORADO IRRIGATION DISTRICT

1 ATTEST:  
2

3 \_\_\_\_\_  
4 Jennifer Sullivan  
5 Clerk to the Board  
6 EL DORADO IRRIGATION DISTRICT

7 (SEAL)  
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14 I, the undersigned, Clerk to the Board of EL DORADO IRRIGATION DISTRICT hereby  
15 certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of  
16 Directors of EL DORADO IRRIGATION DISTRICT entered into and adopted at a special meeting  
17 of the Board of Directors held on the 14<sup>th</sup> day of January 2019.  
18  
19  
20

21 \_\_\_\_\_  
22 Jennifer Sullivan  
23 Clerk to the Board  
24 EL DORADO IRRIGATION DISTRICT  
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26  
27



**RESOLUTION OF THE BOARD OF DIRECTORS  
OF EL DORADO IRRIGATION DISTRICT  
CERTIFICATION OF SIGNATURES-EL DORADO SAVINGS BANK  
CHECKING ACCOUNT**

BE IT RESOLVED that the EL DORADO IRRIGATION DISTRICT has established in its name an account with EL DORADO SAVINGS BANK, upon such terms and conditions as may be agreed upon between the parties, and that the General Manager of the District be and hereby is authorized to establish and maintain such account; and

BE IT FURTHER RESOLVED that the persons of the EL DORADO IRRIGATION DISTRICT named below be and hereby are authorized to sign checks on behalf of the EL DORADO IRRIGATION DISTRICT.

BE IT FURTHER RESOLVED that the bank is hereby requested, authorized and directed to honor all checks for payment of money drawn in the name of the El Dorado Irrigation District on its SLY PARK RECREATION AREA checking account, including those drawn to individual orders of any person or persons whose names appear thereon as signer(s) thereof, when such checks bear the signatures of any two persons of EL DORADO IRRIGATION DISTRICT named below, and further that the facsimile signatures for Board President Alan Day, General Manager Jim Abercrombie, and Director of Finance Mark Price shall be deemed good and sufficient signatures for such purpose.

BE IT FURTHER RESOLVED that the specimen signatures appearing opposite the names and titles below are the genuine signatures of such persons:

		<u>Signatures</u>
Alan Day	President, Board of Directors	_____
Jim Abercrombie	General Manager	_____
Mark Price	Director of Finance	_____

BE IT FURTHER RESOLVED that Clerk to the Board Jennifer Sullivan duly certifies the genuineness of said signatures of the foregoing persons of EL DORADO IRRIGATION DISTRICT.

BE IT FURTHER RESOLVED that this Resolution shall take effect and be effective immediately upon its adoption.

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The foregoing Resolution was introduced at a special meeting of the Board of Directors of EL DORADO IRRIGATION DISTRICT, held on the 14<sup>th</sup> day of January 2019, by Director \_\_\_\_\_, who moved its adoption. The motion was seconded by Director \_\_\_\_\_, and a poll vote taken which stood as follows:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

The motion having a majority of votes “Aye”, the resolution was declared to have been adopted, and it was so ordered.

Alan Day  
President, Board of Directors  
EL DORADO IRRIGATION DISTRICT

ATTEST:  
  
\_\_\_\_\_  
Jennifer Sullivan  
Clerk to the Board  
EL DORADO IRRIGATION DISTRICT

(SEAL)

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I, the undersigned, Clerk to the Board of EL DORADO IRRIGATION DISTRICT hereby certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of Directors of EL DORADO IRRIGATION DISTRICT entered into and adopted at a special meeting of the Board of Directors held on the 14<sup>th</sup> day of January 2019.

---

Jennifer Sullivan  
Clerk to the Board  
EL DORADO IRRIGATION DISTRICT

## EL DORADO IRRIGATION DISTRICT

**Subject:** Consideration to authorize funding approval for District Capital Improvement Plan (CIP) Projects: Tank 7 In-Conduit Hydro, Project No. 13013 in the amount of \$35,000; Southpointe Lift Station Upgrade, Project No. 16008 in the amount of \$30,225; Folsom Raw Water Station Pumps, Project No. 18064 in the amount of \$45,000.

### **Recent Board Action**

November 13, 2017 – The Board adopted the 2018-2022 CIP, subject to available funding.

### **Board Policies (BP), Administrative Regulations (AR) and Board Authority**

Staff advised that each CIP project would be presented to the Board for funding approval.

### **Summary of Issue**

Board approval is required to authorize CIP funding prior to staff proceeding with work on the projects.

### **Staff Analysis/Evaluation**

The CIP projects identified in Table 1-1 on page 2 requires immediate funding.

### **Funding Source**

The primary funding source for the District CIP projects are listed in Table 1-1. Table 1-1 also lists the projects currently in progress and the amount of funding requested.

The CIP project descriptions for these projects are also attached for review. (Attachment A)

**Table 1-1  
CIP Funding Request**

	<b>Project Name and Number</b>	<b>2018-2022 CIP Plan<sup>1</sup></b>	<b>Funded to Date</b>	<b>Actual Costs to date<sup>2</sup></b>	<b>Amount Requested</b>	<b>Funding Source</b>
1.	<b>Tank 7 in-conduit Hydro 13013</b>	\$3,283,014	\$3,339,816	\$3,338,948	\$35,000	100% Water rates
2.	<b>Southpointe Lift Station Upgrade 16008</b>	\$1,435,537	\$168,611	\$168,545	\$30,225	100% Wastewater rates
3.	<b>Folsom Raw Water Station Pumps 18064</b>	\$0	\$50,000	\$41,116	\$45,000	100% Water rates
	<b>TOTAL FUNDING REQUEST</b>				\$110,225	

<sup>1</sup> Includes all existing costs plus any expected costs in the 5 year CIP Plan.

<sup>2</sup> Actual costs include encumbrances.

The following section contains a brief breakdown and description of the projects in the table. For complete description of the CIP projects see Attachment A.

## CIP Funding Request

<b>Project No.</b>	13013	<b>Board Date</b>	1/14/2019
<b>Project Name</b>	Tank 7 in-conduit hydro		
<b>Project Manager</b>	DeLongchamp		

<b>Budget Status</b>	<b>\$</b>	<b>%</b>
Funded to date	\$ 3,339,816	--
Spent to date	\$ 3,338,948	100%
<b>Current Remaining</b>	<b>\$ 868</b>	<b>0%</b>

<b>Funding Request Breakdown</b>	<b>\$</b>
Consulting services	\$ 15,000
Materials	\$ 5,000
Capitalized labor	\$ 15,000
<b>Total</b>	<b>\$ 35,000</b>

<b>Funding Source</b>
100% Water rates

<b>Description</b>
<p>The Tank 7 in-conduit hydroelectric project consists of a 484 kW hydroelectric station on the Pleasant Oak Main where pressure was previously dissipated through a pressure reducing station. The Tank 7 project is substantially complete with minimal punch list items remaining. Project testing and the PG&amp;E Pre-Parallel Inspection occurred the week of November 26th, 2018 with start up on December 11, 2018. Annual generation is estimated to be 1,765,000 kilowatt-hours. This project will generate electricity bill offsets for the Tank 7 site and the Folsom raw water pump station. The purpose of this funding request is to complete project As-Built drawings as well as provide for additional staff time, including project management and operations support, to bring the project to close out.</p>

## CIP Funding Request

<b>Project No.</b>	16008	<b>Board Date</b>	1/14/2019
<b>Project Name</b>	Southpointe lift station upgrade		
<b>Project Manager</b>	Money		

<b>Budget Status</b>	<b>\$</b>	<b>%</b>
Funded to date	\$ 168,611	--
Spent to date	\$ 168,545	100%
<b>Current Remaining</b>	<b>\$ 66</b>	<b>0%</b>

<b>Funding Request Breakdown</b>	<b>\$</b>
Consulting services	\$ 20,225
Capitalized labor	\$ 10,000
<b>Total</b>	<b>\$ 30,225</b>

<b>Funding Source</b>
100% Wastewater rates

<b>Description</b>
<p>This project is for the rehabilitation of the Southpointe lift station. As part of the approved 2013 Wastewater Facilities Master Plan, consulting engineers and District staff performed condition assessments of all existing lift stations and the Southpointe lift station was determined to be at the end of its useful life. In November 2013 the Board approved a design contract with HydroScience Engineers to perform the design of multiple lift station rehabilitation projects. The bulk of the rehabilitation design was completed in 2017. This funding request will allow staff to complete the design process, incorporate lessons learned from the 2018 Waterford 7 lift station rehabilitation, and prepare contract documents for bidding in early 2019 per the draft 2019-2023 Capital Improvement Plan.</p>

## CIP Funding Request

<b>Project No.</b>	18064	<b>Board Date</b>	1/14/2019
<b>Project Name</b>	Folsom Raw Water Station Pumps		
<b>Project Manager</b>	Odzakovic		

<b>Budget Status</b>	<b>\$</b>	<b>%</b>
Funded to date	\$ 50,000	--
Spent to date	\$ 41,116	82%
<b>Current Remaining</b>	<b>\$ 3,884</b>	<b>18%</b>

<b>Funding Request Breakdown</b>	<b>\$</b>
Equipment	\$ 43,000
Capitalized labor	\$ 2,000
<b>Total</b>	<b>\$ 45,000</b>

<b>Funding Source</b>
100% Water rates

<b>Description</b>
<p>One of the five booster pumps located at Folsom Lake raw water pump station on Folsom Reservoir has reached the end of its useful life. The pump is not repairable, and it needs to be replaced. These pumps are critical to meeting summer demands in the El Dorado Hills area, and as such must be replaced prior to next summer. The new pump will remain for incorporation into the larger proposed raw water pump station upgrade scheduled for 2019/2020. This project is necessary to maintain service levels and meet demand for public health and safety purposes. Funding is to purchase an in-kind replacement of the existing pump to avoid further engineering/construction costs along with staff time to install the units.</p>



**Board Decisions/Options**

**Option 1:** Authorize funding approval for District Capital Improvement Plan (CIP) Projects: Tank 7 In-Conduit Hydro, Project No. 13013 in the amount of \$35,000; Southpointe Lift Station Upgrade, Project No. 16008 in the amount of \$30,225; Folsom Raw Water Station Pumps, Project No. 18064 in the amount of \$45,000.

**Option 2:** Take other action as directed by the Board.

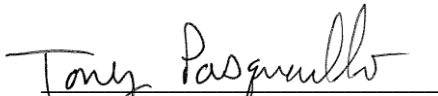
**Option 3:** Take no action.


**Staff/General Manager Recommendation**


Option 1.


**Support Documents Attached**


Attachment A: Capital Improvement Project Description and Justifications.

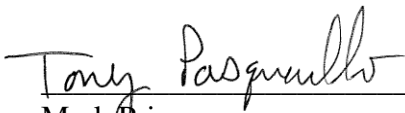
  
Tony Pasquarello  
Finance Manager

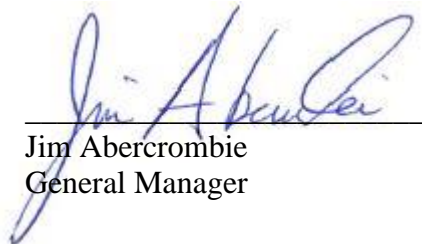
  
Radenko Odzakovic  
Drinking Water Operations Manager

  
Dan Corcoran  
Operations Director

 for  
Elizabeth Dawson Wells  
Engineering Manager

  
Brian Mueller  
Engineering Director

 for  
Mark Price  
Finance Director (CFO)

  
Jim Abercrombie  
General Manager

2018

CAPITAL IMPROVEMENT PLAN Program:

Water

**Project Number:** 13013  
**Project Name:** Tank 7 In-Conduit Hydro  
**Project Category:** Reliability & Service Level Improvements  
**Priority:** 2      **PM:** Eden-Bishop      **Board Approval:** 11/13/17

**Project Description:**

The Tank 7 In-conduit Hydroelectric Project consists of a 484 kW hydroelectric station on the Pleasant Oak Main where pressure is currently dissipated through a pressure reducing station. Annual generation is estimated to be 1,765,000 kilowatt-hours. Construction is 60% complete and the hydroelectric station is anticipated to be commissioned in early 2018. The PG&E Interconnection Agreement has been executed and final payment made.

**Basis for Priority:**

The project was evaluated over a 30-year planning horizon with 3% debt financing. The expected payback period is 17 years and the net present value is estimated to be \$1,590,000. The financial analysis is based on PG&E's Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) program, that will provide a bill credit for the generation portion of the District's PG&E utility bills at Reservoir 7 and the Folsom Raw Water Pump Station site. RES-BCT allows a Local Government with one or more eligible renewable generating facilities to export energy to the grid and receive generation credits that can be used to offset electricity charges at one or more other locations.

Project Financial Summary:			
<b>Funded to Date:</b>	\$ 3,289,816	<b>Expenditures through end of year:</b>	\$ 2,933,014
<b>Spent to Date:</b>	\$ 1,433,014	<b>2018 - 2022 Planned Expenditures:</b>	\$ 350,000
<b>Cash flow through end of year:</b>	\$ 1,500,000	<b>Total Project Estimate:</b>	\$ 3,283,014
<b>Project Balance</b>	\$ 356,802	<b>Additional Funding Required</b>	\$ -

Description of Work	Estimated Annual Expenditures					Total
	2018	2019	2020	2021	2022	
Engineering and construction admin.	\$ 30,000					\$ 30,000
PG&E Interconnection						\$ -
Construction	\$ 320,000					\$ 320,000
<b>TOTAL</b>	<b>\$ 350,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 350,000</b>

Funding Sources	Percentage	2018	Amount
Water Rates	100%		\$0
Water FCCs			\$0
			\$0
<b>Total</b>	<b>100%</b>		<b>\$0</b>

**Funding Comments:** This project will generate bill offsets for the Tank 7 site and the Folsom Lake Raw Water Pump Station and therefore should be funded with water rates.

2018

CAPITAL IMPROVEMENT PLAN Program:

Wastewater

Project Number:

16008

Project Name:

South Pointe Lift Station Rehabilitation

Project Category:

Reliability &amp; Service Level Improvements

Priority:

2

PM:

Money

Board Approval:

11/13/17

**Project Description:**

Based on a condition assessment performed by engineering and operations this lift station, which was constructed in 1990 and serves over 65 EDU's, has reached the end of its useful life. This lift station has experienced a SSO in the recent past. This lift station's electrical system is classified as an arc flash Category 3.

New pumps and controls are required, along with associated piping, flow meters and odor controls. Based on condition assessments, it is assumed the existing fiberglass wet well can be rehabilitated and reused. A new bypass manhole is planned next to the existing wet well to increase operational flexibility. After a new roof is installed and the building trim painted, the existing building will be reused to house the controls. A new fence will be installed around the perimeter. The lift station is located in the public right of way with no formal easement. As part of the project, the District will obtain a formal encroachment agreement for the lift station from the County. The design is currently underway and staff anticipates will be ready to bid by late 2018. Construction is scheduled for 2019/2020.

**Basis for Priority:**

The lift station will continue to degrade increasing the risk of potential failures in the future which could result in hazards to the public and regulatory fines.

**Project Financial Summary:**

<b>Funded to Date:</b>	\$ 155,537	<b>Expenditures through end of year:</b>	\$ 155,537
<b>Spent to Date:</b>	\$ 129,342	<b>2018 - 2022 Planned Expenditures:</b>	\$ 1,280,000
<b>Cash flow through end of year:</b>	\$ 26,195	<b>Total Project Estimate:</b>	\$ 1,435,537
<b>Project Balance</b>	\$ (0)	<b>Additional Funding Required</b>	\$ 1,280,000

Description of Work	Estimated Annual Expenditures					Total
	2018	2019	2020	2021	2022	
Study/Planning						\$ -
Design/CM/Inspection		\$ 180,000				\$ 180,000
Construction		\$ 500,000	\$ 600,000			\$ 1,100,000
						\$ -
<b>TOTAL</b>	\$ -	\$ 680,000	\$ 600,000	\$ -	\$ -	\$ 1,280,000

Funding Sources	Percentage	2018	Amount
Wastewater Rates	100%		\$0
			\$0
			\$0
<b>Total</b>	<b>100%</b>		<b>\$0</b>

**Funding Comments:** Project replaces an existing lift station for current customers.

## EL DORADO IRRIGATION DISTRICT

**SUBJECT:** Consideration to adopt a resolution for the District to enter into the California Disaster and Civil Defense Master Mutual Aid Agreement.

### **Previous Board Actions**

October 11, 2006 – Board adopted resolution 2006-075 requiring emergency operations be conducted utilizing the National Incident Management System (NIMS) to establish eligibility for Federal (FEMA) funding.

### **Board Policies (BP), Administrative Regulations (AR), and Board Authority**

BP 2020: The General Manager shall enter into contracts as necessary to perform functions of the District; and comply with all the duties and responsibilities set forth by state and federal law.

AR 0031: The District will conduct emergency operations in accordance with the Standardized Emergency Management System (SEMS), National Incident Management System (NIMS) and the EID Emergency Operations Plan.

### **Summary of Issue(s)**

A Board resolution for the District to enter into the California Disaster and Civil Defense Master Mutual Aid Agreement (Agreement), which provides for the exercise of interagency mutual aid during emergencies that result in conditions of disaster and local peril. Furthermore, the Agreement provides eligibility for funding of response-related costs under disaster assistance programs.

### **Staff Analysis/Evaluation**

California Government Code section 8607 states that each local agency, in order to be eligible for any funding of response-related costs under disaster assistance programs, must use the standardized emergency management system as adopted pursuant to Government Code section 8607 to coordinate multiple jurisdiction or multiple agency operations. Mutual aid agreements are part of the framework for the Standardized Emergency Management System adopted pursuant to Government Code section 8607.

The California Disaster and Civil Defense Master Mutual Aid Agreement is a cooperative agreement for the interchange of mutual aid on a local, countywide, regional, and statewide basis. The California Disaster and Civil Defense Master Mutual Aid Agreement provides that the agreement shall become effective as to each party when approved or executed by the party's legislative or governing body by resolution. The proposed resolution would provide the Board's approval to enter into the California Disaster and Civil Defense Master Mutual Aid Agreement, thereby providing for interagency mutual aid and disaster assistance program funding eligibility.

**Board Decisions/Options**

**Option 1:** Adopt a resolution for the District to enter into the California Disaster and Civil Defense Master Mutual Aid Agreement.

**Option 2:** Take other action as directed by Board.

**Option 3:** Take no action.

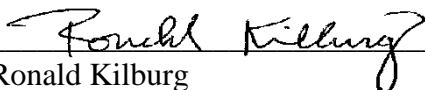
**Staff/ General Manager's Recommendation**


Option 1


**Supporting Documents Attached**

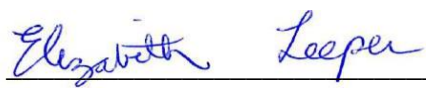
Attachment A: Resolution Authorizing the District to enter the California Disaster and Civil Defense Master Mutual Aid Agreement

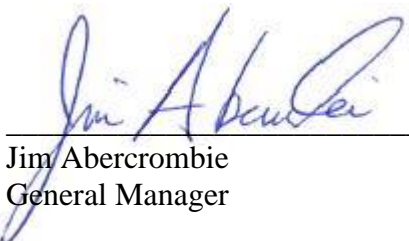
Attachment B: California Disaster and Civil Defense Master Mutual Aid Agreement

  
\_\_\_\_\_  
Ronald Kilburg  
Safety and Security Officer

  
\_\_\_\_\_  
Jose Perez  
Human Resources Manager

  
\_\_\_\_\_  
Dan Corcoran  
Operations Director

  
\_\_\_\_\_  
Elizabeth Leeper  
Deputy General Counsel

  
\_\_\_\_\_  
Jim Abercrombie  
General Manager

1                                   **RESOLUTION OF THE BOARD OF DIRECTORS OF**  
2                                   **EL DORADO IRRIGATION DISTRICT APPROVING THE CALIFORNIA DISASTER**  
3                                   **AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT**

4                   WHEREAS, on October 11, 2006, the El Dorado Irrigation District Board of Directors  
5                   adopted Resolution No. 2006-075; and

6                   WHEREAS, Resolution No. 2006-075 resolved that the El Dorado Irrigation District utilizes  
7                   the National Incident Management System, which shall be consistent with the integration of the  
8                   National Incident Management System and the Standardized Emergency Management System in  
9                   California; and

10                  WHEREAS, El Dorado Irrigation District Administrative Regulation 0031 (Emergency  
11                  Response) provides that the District will conduct emergency operations in accordance with EID  
12                  Board Resolution No. 2006-075 or its successor and pursuant to the EID Emergency Operations  
13                  Plan; and

14                  WHEREAS, California Government Code section 8607 states that each local agency, in  
15                  order to be eligible for any funding of response-related costs under disaster assistance programs,  
16                  must use the standardized emergency management system as adopted pursuant to Government Code  
17                  section 8607 to coordinate multiple jurisdiction or multiple agency operations; and

18                  WHEREAS, mutual aid agreements are part of the framework for the Standardized  
19                  Emergency Management System adopted pursuant to Government Code section 8607; and

20                  WHEREAS, EARL WARREN, Governor of the State of California, on the 15<sup>th</sup> day of  
21                  November, 1950, executed the California Disaster and Civil Defense Master Mutual Aid Agreement  
22                  by and between the State of California, its departments and agencies, and the various political  
23                  subdivisions, municipal corporations, and other public agencies of the State of California; and

24                  WHEREAS, the California Disaster and Civil Defense Master Mutual Aid Agreement,  
25                  attached hereto, is a cooperative agreement for the interchange of mutual aid on a local,  
26                  countywide, regional, and statewide basis; and

27                  WHEREAS, the California Disaster and Civil Defense Master Mutual Aid Agreement  
                  provides that the agreement shall become effective as to each party when approved or executed by  
                  the party's legislative or governing body by resolution; and

1 NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District as  
2 follows:

3 The Board of Directors of the El Dorado Irrigation District does hereby approve and agree to  
4 abide by said California Disaster and Civil Defense Master Mutual Aid Agreement; and the Board  
5 Clerk is hereby authorized and directed to send a certified copy of this resolution to the California  
6 Governor’s Office of Emergency Services.

7 The foregoing Resolution was introduced at a regular meeting of the Board of Directors of the  
8 EL DORADO IRRIGATION DISTRICT, held on the 14<sup>th</sup> day of January 2019, by Director  
9 \_\_\_\_\_ who moved its adoption. The motion was seconded by Director \_\_\_\_\_  
10 and a poll vote taken which stood as follows:

- 10 AYES:
- 11 NOES:
- 12 ABSENT:
- 13 ABSTAIN:

14 The motion having a majority of votes “Aye”, the resolution was declared to have been  
15 adopted, and it was so ordered.

16 \_\_\_\_\_  
17 Alan Day, President  
18 Board of Directors  
19 EL DORADO IRRIGATION DISTRICT

18 ATTEST:  
19 \_\_\_\_\_  
20 Jennifer Sullivan  
21 Clerk to the Board  
22 EL DORADO IRRIGATION DISTRICT

22 (SEAL)  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///





**CALIFORNIA  
DISASTER AND CIVIL DEFENSE  
MASTER MUTUAL AID AGREEMENT**

This agreement made and entered into by and between the STATE OF CALIFORNIA, its various departments and agencies, and the various political subdivisions, municipal corporations, and other public agencies of the State of California;

***WITNESSETH:***

***WHEREAS***, it is necessary that all of the resources and facilities of the State, its various departments and agencies, and all its political subdivisions, municipal corporations, and other public agencies be made available to prevent and combat the effect of disasters which may result from such calamities as flood, fire, earthquake, pestilence, war, sabotage, and riot; and

***WHEREAS***, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

***WHEREAS***, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local, countywide, regional, statewide, and interstate basis;

***NOW, THEREFORE, IT IS HEREBY AGREED*** by and between each and all of the parties hereto as follows:

1. Each party shall develop a plan providing for the effective mobilization of all its resources and facilities, both public and private, to cope with any type of disaster.
2. Each party agrees to furnish resources and facilities and to render services to each and every other party to this agreement to prevent and combat any type of disaster in accordance with duly adopted mutual aid operational plans, whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such mutual aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such mutual aid.
3. It is expressly understood that this agreement and the operational plans adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a reimbursable, exchange, or other basis, but that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto, shall be without reimbursement unless otherwise expressly

provided for by the parties to this agreement or as provided in Sections 1541, 1586, and 1587, Military and Veterans Code; and that such mutual aid is intended to be available in the event of a disaster of such magnitude that it is, or is likely to be, beyond the control of a single party and requires the combined forces of several or all of the parties to this agreement to combat.

4. It is expressly understood that the mutual aid extended under this agreement and the operational plans adopted pursuant thereto shall be available and furnished in all cases of local peril or emergency and in all cases in which a *STATE OF EXTREME EMERGENCY* has been proclaimed.
5. It is expressly understood that any mutual aid extended under this agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the “California Disaster Act” and other applicable provisions of law, and except as otherwise provided by law that: “The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him through the operation of such mutual aid plans.” (Section 1564, Military and Veterans Code.)
6. It is expressly understood that when and as the State of California enters into mutual aid agreements with other states and the Federal Government, the parties to this agreement shall abide by such mutual aid agreements in accordance with the law.
7. Upon approval or execution of this agreement by the parties hereto all mutual aid operational plans heretofore approved by the State Disaster Council, or its predecessors, and in effect as to some of the parties hereto, shall remain in full force and effect as to them until the same may be amended, revised, or modified. Additional mutual aid operational plans and amendments, revisions, or modifications of existing or hereafter adopted mutual aid operational plans, shall be adopted as follows:
  - a. Countywide and local mutual aid operational plans shall be developed by the parties thereto and are operative as between the parties thereto in accordance with the provisions of such operational plans. Such operational plans shall be submitted to the State Disaster Council for approval. The State Disaster Council shall notify each party to such operational plans of its approval, and shall also send copies of such operational plans to other parties to this agreement who did not participate in such operational plans and who are in the same area and affected by such operational plans. Such operational plans shall be operative as to such other parties 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.

- b. Statewide and regional mutual aid operational plans shall be approved by the State Disaster Council and copies thereof shall forthwith be sent to each and every party affected by such operational plans. Such operational plans shall be operative as to the parties affected thereby 20 days after receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in the particular operational plan.
  - c. The declination of one or more of the parties to participate in a particular operational plan or any amendment, revision or modification thereof, shall not affect the operation of this agreement and the other operational plans adopted pursuant thereto.
  - d. Any party may at any time by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, decline to participate in any particular operational plan, which declination shall become effective 20 days after filing with the State Disaster Council.
  - e. The State Disaster Council shall send copies of all operational plans to those state departments and agencies designated by the Governor. The Governor may, upon behalf of any department or agency, give notice that such department or agency declines to participate in a particular operational plan.
  - f. The State Disaster Council, in sending copies of operational plans and other notices and information to the parties to this agreement, shall send copies to the Governor and any department or agency head designated by him; the chairman of the board of supervisors, the clerk of the board of supervisors, the County Disaster Council, and any other officer designated by a county; the mayor, the clerk of the city council, the City Disaster Council, and any other officer designated by a city; the executive head, the clerk of the governing body, or other officer of other political subdivisions and public agencies as designated by such parties.
8. This agreement shall become effective as to each party when approved or executed by the party, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed this agreement, until participation in this agreement is terminated by the party. The termination by one or more of the parties of its participation in this agreement shall not affect the operation of this agreement as between the other parties thereto. Upon approval or execution of this agreement the State Disaster Council shall send copies of all approved and existing mutual aid operational plans affecting such party which shall become operative as to such party 20 days after

receipt thereof unless within that time the party by resolution or notice given to the State Disaster Council, in the same manner as notice of termination of participation in this agreement, declines to participate in any particular operational plan. The State Disaster Council shall keep every party currently advised of who the other parties to this agreement are and whether any of them has declined to participate in any particular operational plan.

9. Approval or execution of this agreement shall be as follows:
  - a. The Governor shall execute a copy of this agreement on behalf of the State of California and the various departments and agencies thereof. Upon execution by the Governor a signed copy shall forthwith be filed with the State Disaster Council.
  - b. Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution approve and agree to abide by this agreement, which may be designated as "*CALIFORNIA DISASTER AND CIVIL DEFENSE MASTER MUTUAL AID AGREEMENT.*" Upon adoption of such a resolution, a certified copy thereof shall forthwith be filed with the State Disaster Council.
  - c. The executive head of those political subdivisions and public agencies having no legislative or governing body shall execute a copy of this agreement and forthwith file a signed copy with the State Disaster Council.
10. Termination of participation in this agreement may be effected by any party as follows:
  - a. The Governor on behalf of the State and its various departments and agencies, and the executive head of those political subdivisions and public agencies having no legislative or governing body, shall file a written notice of termination of participation in this agreement with the State Disaster Council and this agreement is terminated as to such party 20 days after the filing of such notice.
  - b. Counties, cities, and other political subdivisions and public agencies having a legislative or governing body shall by resolution give notice of termination of participation in this agreement and file a certified copy of such resolution with the State Disaster Council, and this agreement is terminated as to such party 20 days after the filing of such resolution.

***IN WITNESS WHEREOF*** this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Signed by: EARL WARREN  
GOVERNOR

On behalf of the State of California and all its  
Departments and Agencies

ATTEST:

November 15, 1950

Signed by: FRANK M. JORDAN  
SECRETARY OF STATE



**Note:**

There are references in the foregoing agreement to the California Disaster Act, State Disaster Council, and various sections of the Military and Veterans Code. Effective November 23, 1970, by enactment of Chapter 1454, Statutes 1970, the California Disaster Act (Sections 1500 ff., Military and Veterans Code) was superseded by the California Emergency Services Act (Sections 8550 ff., Government Code), and the State Disaster Council was superseded by the California Emergency Council.

Section 8668 of the California Emergency Services Act provides:

- (a) Any disaster council previously accredited, the State Civil Defense and Disaster Plan, the State Emergency Resources Management Plan, the State Fire Disaster Plan, the State Law Enforcement Mutual Aid Plan, all previously approved civil defense and disaster plans, all mutual aid agreements, and all documents and agreements existing as of the effective date of this chapter, shall remain in full force and effect until revised, amended, or revoked in accordance with the provisions of this chapter.

In addition, Section 8561 of the new act specifically provides:

"Master Mutual Aid Agreement" means the California Disaster and Civil Defense Master Mutual Aid Agreement, made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions of the state, to facilitate implementation of the purposes of this chapter.

Substantially the same provisions as previously contained in Section 1541, 1564, 1586 and 1587 of the Military and Veterans Code, referred to in the foregoing agreement, are now contained in Sections 8633, 8618, 8652 and 8643, respectively, of the Government Code.

## EL DORADO IRRIGATION DISTRICT

**SUBJECT:** Assignment of 2019 association and community organization assignments.

### **Previous Board Action**

The Board President annually acts on nominations, appointment, and ongoing participation in associations and community organizations.

### **Board Policies (BP), Administrative Regulations (AR), and Board Authority**

BP 12100 states that the President, with concurrence by the Board, may appoint Board representatives to various organizations and associations. These entities shall be identified in AR 12101 and updated annually in consultation with the General Manager and General Counsel.

### **Summary of Issue(s)**

Listed below are current appointments and ongoing participation in association and community organizations. Board President Day wishes to have a public discussion of any prospective changes before taking action.

- **Association of California Water Agencies (ACWA)**  
Director Raffety
  
- **ACWA/Joint Powers Insurance Authority (JPIA)**  
Director Raffety  
Director Dwyer, Alternate
  
- **ACWA Region 3**  
Director Raffety
  
- **Mountain Counties Water Resources Association (MCRWA)**  
Director Anzini
  
- **El Dorado Water and Power Authority (EDWPA)**  
Director Osborne  
Director Dwyer  
Director Raffety  
Director Anzini  
Director Day
  
- **El Dorado County Water Agency (EDCWA)**  
*This appointment will be made by resolution in a separate consent calendar item on this meeting's agenda.*  
  
Director George Osborne  
Director Anzini, Alternate
  
- **Regional Water Authority (RWA)**  
Director Raffety



- **EDWPA Intercounty Coordination Agreement (ICCA) Ad Hoc Committee**

*Purpose: To meet with and confer with the Board of Supervisors Ad Hoc committee to discuss possible changes to and/or discontinuation of the joint powers authority and the water rights application; and to report back to the full Board possible results and/or ideas.*

Director Raffety  
Director Anzini

- **Main Ditch Ad Hoc Committee**

*Purpose: To meet with and confer with the Save The Canal organization and other interested members of the community to discuss all possible ideas to reach a resolution to the conflict; and to report back to the full Board possible resolutions and/or ideas discussed.*

Director Osborne  
Director Dwyer

**Board Decisions/Options**

**Option 1:** Concur with Board President Day's recommendation of 2019 association and community organization assignments.

**Option 2:** Take other action as directed by the Board.

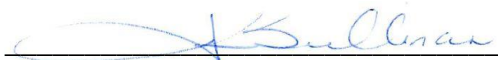
**Option 3:** Take no action.

**Board President's Recommendation**

Option 1

**Support Documents Attached**

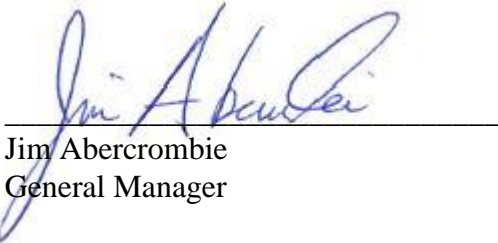
None



Jennifer Sullivan  
Clerk to the Board



Brian Poulsen  
General Counsel



Jim Abercrombie  
General Manager



for

Alan Day  
Board President

## EL DORADO IRRIGATION DISTRICT

**SUBJECT:** Consideration to adopt a resolution to designate a member and alternate to the El Dorado County Water Agency (EDCWA) Board of Directors.

### **Board Action**

December 10, 2007 – Board adopted Resolution No. 2007-093, requesting appointment of Director John Fraser as director, and Director Bill George as alternate, to the El Dorado County Water Agency Board of Directors for 2008-2012.

January 11, 2016 – Board adopted Resolution No. 2016-003, requesting appointment of Director Dale Coe as director, and Director George Osborne as alternate, to the El Dorado County Water Agency Board of Directors for 2016-2020.

### **Board Policies (BP), Administrative Regulations (AR), and Board Authority**

Board Policy 12100 – The President, with concurrence by the Board, may appoint Board representatives to various organizations and associations.

Water Code Appendix 96, Section 33 governs appointments to the El Dorado County Water Agency Board of Directors.

### **Summary of Issue**

EID is entitled to hold one seat on the El Dorado County Water Agency Board of Directors for a term beginning February 1, 2016 and ending January 31, 2020. EID's Board previously appointed Director Dale Coco to serve this term as director and designated Director George Osborne as the alternate.

As a result of the November 2018 election, Director Lori Anzini replaced Director Coco as an EID Board Member. Therefore, Director Osborne is presently serving on the EDCWA Board. The alternate position is now vacant.

The appointment procedure requires EID's Board to adopt a resolution to appoint a member and alternate, and notify the EDCWA Board of its action by January 15. Subject to Board concurrence, President Day has designated Director Osborne to be the District's member, and Director Anzini as the alternate.

### **Staff Analysis/Evaluation**

Section 33 of the El Dorado County Water Agency Act (Water Code Appendix 96) governs the composition of the El Dorado County Water Agency Board of Directors. The Water Agency Board consists of three members of the Board of Supervisors, and two Board members of water purveyors within the county – one each from the West Slope and Tahoe Basin. At least every other term, the West Slope purveyor member of the Water Agency Board must be an EID Board member.

The purveyors select their representatives, and an alternate who serves if the primary appointee is absent or unable to serve for any reason. The mode for selection is the adoption of a resolution by a majority vote, followed by written notification to the Water Agency Board. Two of the three West Slope purveyors must agree on the selection. The deadline for each agency to adopt its resolution and inform the Water Agency is January 15 of the year the term begins. If the Water Agency Board receives no notification of a water purveyor appointment by the deadline, the Water Agency Board must request that the County Board of Supervisors choose the water purveyor representative, instead. Each Water Agency Board member term runs from February 1 to January 31, four years later – but each Water Agency Board member serves at the pleasure of the appointing authority.

The current term for which an EID representative serves on the EDCWA Board began on February 1, 2016, and will expire on January 31, 2020. EID previously appointed Director Coco to serve this term, and Director Osborne as the alternate. As a result of the November 2018 election, Director Anzini replaced Director Coco as an EID Board Member. Therefore, Director Osborne is currently serving as the appointed alternate. In the absence of any Board action to replace former Director Coco as the appointed representative on the EDCWA Board and Director Osborne as the alternate, Director Osborne would continue to serve as the previously appointed alternate but there would be no appointed alternate in the event Director Osborne is or becomes unavailable.

Director Day has directed staff to prepare a resolution for Board consideration, designating Director Osborne as the District’s selection for EDCWA Board member for the remainder of 2016-2020 term, and Director Anzini as the alternate.

**Board Decisions/Options**

- Option 1:** Adopt the resolution as presented, designating Director Osborne as member and Director Anzini as alternate to the EDCWA Board of Directors for the remainder of the 2016-2020 term.
- Option 2:** Take other action as directed by the Board.
- Option 3:** Take no action (*Director Osborne would continue to serve in the place of former Director Coco, but there would be no appointed alternate*).

**Board President’s Recommendation**

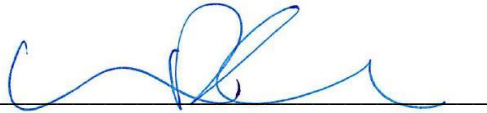
Option 1.

**Support Document Attached**

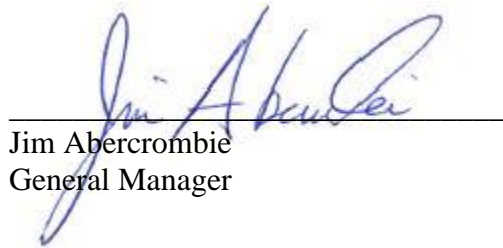
Attachment A: Proposed resolution



Jennifer Sullivan  
Clerk to the Board



Brian Poulsen  
General Counsel



Jim Abercrombie  
General Manager

 for

Alan Day  
Board President

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
EL DORADO IRRIGATION 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, Water Code Appendix 96, section 33 also calls for the appointment of an alternate to this seat;

WHEREAS, former Director Dale Coco was previously appointed to the four-year term beginning February 1, 2016, with Director George Osborne appointed as his alternate; and

WHEREAS, in November of 2018, Director Lori Anzini was elected to replace former Director Dale Coco on the Board of Directors for EID; and

WHEREAS, Director George Osborne is presently acting as a Board member in the place of former Director Dale Coco on the El Dorado County Water Agency Board and will continue to do so for the remainder of 2016-2020 term unless otherwise replaced by resolution of the EID Board of Directors; and

WHEREAS, Director George Osborne's replacement of former Director Dale Coco as the Board Member on the Board of the El Dorado County Water Agency leaves vacant the alternate position previously filled by Director George Osborne and that position will remain vacant unless otherwise replaced by resolution of the EID Board of Directors.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the El Dorado Irrigation District as follows:

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

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

The foregoing Resolution was introduced at a regular meeting of the Board of Directors of the EL DORADO IRRIGATION DISTRICT, held on the 14<sup>th</sup> day of January 2019, by Director who moved its adoption. The motion was seconded by Director and a poll vote taken which stood as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

The motion having a majority of votes “Aye”, the resolution was declared to have been adopted, and it was so ordered.

\_\_\_\_\_  
Alan Day, President  
Board of Directors  
EL DORADO IRRIGATION DISTRICT

ATTEST:

\_\_\_\_\_  
Jennifer Sullivan  
Clerk to the Board  
EL DORADO IRRIGATION DISTRICT

(SEAL)

//

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//

I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT  
hereby certify that the foregoing resolution is a full, true and correct copy of a Resolution of the  
Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a  
regular meeting of the Board of Directors held on the 14<sup>th</sup> day of January 2019.

\_\_\_\_\_  
Jennifer Sullivan  
Clerk to the Board  
EL DORADO IRRIGATION DISTRICT

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## EL DORADO IRRIGATION DISTRICT

**Subject:** Consideration to award a contract to Plumbing Service Company in the not-to-exceed amount of \$171,316 and a contract to C&M Backflow Testing and Repair, Inc. in the not-to-exceed amount of \$54,000 for annual inspections of residential recycled water dual-plumbed lots for 2019.

### **Previous Board Action**

October 23, 2017 – Board approved contract amendment for C&M Backflow Testing and Repair in the not-to-exceed amount of \$64,000 for annual inspections of residential recycled water dual-plumbed lots for 2017.

December 10, 2018 – Board adopted the 2019-2020 Operating Budget.

### **Board Policies (BP), Administrative Regulations (AR), and Board Authority**

BP 3060 and AR 3061.04 require Board approval for all purchases over \$50,000.

Board Policy 7010 states the District mandates the future use of recycled water, wherever economically and physically feasible, as determined by the Board, for non-domestic purposes when such water is of adequate quality and quantity, available at a reasonable cost, not detrimental to public health, and not injurious to plant life, fish, and wildlife. The type of use is defined in Title 22 of the California Code of Regulations. In general, the lands subject to mandatory recycled water use are defined in the most current version of the District's Master Plans.

Administrative Regulation 7012 states on-site facilities shall be constructed and inspected to conform to the District's On-Site Facilities Design and Construction Standards and in accordance with the District's Master Reclamation Permit issued by the Regional Water Quality Control Board - Central Valley Region.

### **Summary of Issue**

The District conducts required annual inspections of residential front and backyard recycled water irrigation systems as required by Title 22 of the California Code of Regulations and the District's Master Reclamation Permit. In order to meet the District's ongoing regulatory obligations for these annual inspections, the District utilizes service contracts with licensed qualified vendors to supplement existing District staffing.

### **Staff Analysis/Evaluation**

The District staff is responsible for a range of environmental compliance duties spanning across the District's service systems.

For the recycled water system these responsibilities include: annual front and backyard lot inspections; pre-occupancy, 4-year, and change of ownership cross-connection shutdown tests; front and backyard onsite irrigation system plan checks; new construction open trench and final inspections; potable service mainline inspection and initial water service sampling; and initial Backflow Prevention Assembly (BPA) testing.

For the potable water system, staff conducts required cross-connection control surveys of properties with known actual or potential hazards to the public water system, initial BPA installation inspection/testing, and distribution system water quality sampling and monitoring duties. It should also be noted staff is responsible for all BPA repairs and any required field follow-up from the consultant’s BPA testing results to ensure compliance. District staff also conducts field installation, inspection and enforcement duties associated with the District’s Temporary Water Use program.

For the wastewater collection and treatment system, staff is responsible for regular compliance inspections and sampling related to the District’s Industrial Pollution Prevention (IPP) program.

The District began utilizing BPA testing contract services in 2010 to permit District staff to focus on recycled water annual inspections as residential recycled water development accelerated and the need for additional inspection resources was recognized. As the number of new dual plumbed lots increased, in 2017 and 2018 the District awarded contracts to All Pro Backflow, Inc. and C&M Backflow Testing and Repair, Inc (C&M) for BPA testing and front and backyard annual inspections respectively.

In 2019, the District’s inventory of recycled water annual inspections will total 5,095 and with the previously enumerated compliance duties, existing District staffing resources will not be adequate to meet the District’s regulatory obligation for residential recycled water annual inspections for 2019. Staff has procured through negotiation contracts with Plumbing Service Company and C&M Backflow Testing and Repair, Inc. to assist District staff with residential recycled water front and backyard annual inspections for 2019.

*Procurement of Professional Services*

District staff performed a comprehensive search for qualified consultants to perform inspection services and identified three providers having staff with the required certifications, and requested proposals from each. Upon review of all proposals, staff selected and negotiated contracts with Plumbing Service Company and C&M. C&M was the lowest cost respondent; however they were unable to provide the total hours requested by the District for the 2019 calendar year. Based on C&M’s historical excellent work performance, familiarity with the required duties, and cost; staff proposes contracting the maximum amount of resources C&M is able to provide and entering into a separate contract with the next lowest proposal, Plumbing Service Company, for the remaining amount of labor resources needed.

<b>Inspection Services Contractors</b>	<b>2019 Cost</b>
Plumbing Service Company	\$171,316
C&M Backflow Testing and Repair Inc.	\$54,000

It is estimated that as the pace and amount of new dual plumbed home construction recedes in the recycled water system, so will the reliance on contract services for annual inspections over time.

**Funding**

Annual inspections for residential recycled water dual-plumbed lots are currently funded through recycled water rates. All costs for the proposed contract will be paid from the 2019 Engineering Department annual operations budget.

**Board Decision/Options**

**Option 1:** Award a contract to Plumbing Service Company in the not-to-exceed amount of \$171,316 and a contract to C&M Backflow Testing and Repair, Inc. in the not-to-exceed amount of \$54,000 for annual inspections of residential recycled water dual-plumbed lots for 2019.

**Option 2:** Take other action as directed by Board.

**Option 3:** Take no action.

**Staff/General Manager's Recommendation**

Option 1

**Supporting Documents Attached**

Attachment A: Plumbing Service Company and C&M Backflow Testing and Repair Inc. Proposals



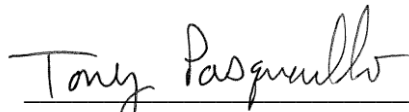
Marty Johnson  
Environmental Compliance Analyst



Nicole Graham  
Environmental Compliance Supervisor



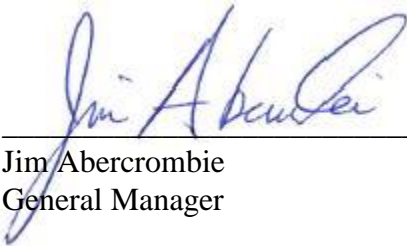
Brian Mueller  
Engineering Director



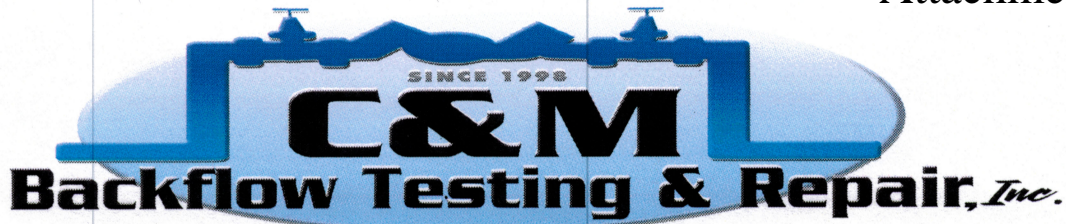
for  
Mark Pice  
Finance Director



for  
Brian Poulsen  
General Counsel



Jim Abercrombie  
General Manager



December 12, 2018

Eldorado Irrigation District  
Attn: Marty Johnson  
2890 Mosquito Road  
Placerville, CA 95667

RE: Scope of Services

Per your request, here is the information regarding Residential Recycled Water inspections, and associated testing. All work performed will be in accordance with Eldorado Irrigation District requirements, and compliances with CA-SWRCB CCR Title 17 & 22.

Consulting fee is One Hundred and Twenty-Five Dollars per hour for each inspector. This includes the following:

- Inspections for annual Residential front and backyard recycled water irrigation system.
- Inspections for Residential exterior potable water system.
- System separation shutdown testing.
- Review approved plans for modifications and write non-compliance notices as warranted.
- Annual Backflow Testing
- Customer Service
- Correspondences

Description:

C&M at a minimum will provide one Inspector for one inspection day per week during one day within the work week. The work week is Monday-Friday 7:30am to 4pm. C&M will provide one vehicle with small tools, and associated equipment to perform the work. EID will provide training, materials, additional tools, and equipment as needed.

If you need more information, or have any questions please contact us.

Respectfully,

A handwritten signature in black ink that reads "Mitch Prather".

Mitch Prather  
C&M Backflow

# Plumbing Service Company

6400 Elvas Ave, Ste. A  
 Sacramento, CA 95819  
 Contractors Lic. 532458

## Estimate

Date	Estimate #
11/16/2018	11135

Customer Name/Address	Job Address
El Dorado Irrigation District 2890 Mosquito Road Placerville CA, 95667	

Description	Qty	Cost	Total
The scope of work includes front and backyard site inspections to ensure the existing irrigation and exterior potable water systems comply with State and EID requirements. Use current approved plans to identify system modifications and write non-compliance notices when violations are observed. Perform system separation tests (shutdown tests) as needed. When required, test below grade double check backflow prevention assemblies associated with the lot where inspections are conducted. Assumes assemblies are in testable condition. Does not include any repairs to backflow prevention assemblies.			
CROSS CONNECTION SPECIALIST - HOURLY LABOR RATE FOR SERVICES DURING NORMAL BUSINESS HOURS (M-F, 7:00 AM - 3:30 PM)		135.00	135.00
Cross Connection Specialists: Randy Valenzano (AWWA # 02129) Morgan McCay (AWWA # 02711)			

			<b>Total</b>	\$135.00
Phone #	Fax #	E-mail		
(916) 455-3171	(916) 455-1333	service@plumbingsvc.com		

## EL DORADO IRRIGATION DISTRICT

**Subject:** Consideration to award a contract to Cummins, Inc. in the not-to-exceed amount of \$97,367 for the purchase of one portable generator for use as backup power at wastewater facilities; and authorize total funding of \$84,426 for Wastewater Standby Generator, Project No. 18061.01.

### **Previous Board Action**

None.

### **Board Policies (BP), Administrative Regulations (AR) and Board Authority**

BP 3060, Contracts and Procurement: AR 3061.04, contracts greater than \$50,000 must be approved by the Board.

### **Summary of Issue**

The District owns and operates sixty lift stations and three treatment plants that serve the District's wastewater system. Of the total, 39 lift stations and two treatment plants currently have sufficient back-up power available onsite. The wastewater collections staff maintains several portable generators to serve the remaining sites as needed and feasible during power outages. However, six lift stations and the Camino Heights Wastewater Treatment Plant (WWTP) do not have onsite backup power, and cannot be served by the existing portable generators because the power needs are not compatible with the current portable generator fleet. To address this need and minimize the risk of sanitary sewer overflows (SSOs) during a power outage, staff recommends that the District purchase one 200kW portable generator configured such that it can be used at nearly any lift station or the Camino Heights WWTP during a power outage.

### **Staff Analysis**

The District maintains a fleet of stationary and portable generators to provide backup power for WWTPs and lift stations as well as water treatment plant and pump stations. When power outages occur, the portable generator fleet is used to maintain minimal operation and minimize SSOs. However, not all generators are interchangeable due to the magnitude and type of power needed at each site.

Additionally, PG&E recently enacted the Public Safety Power Shutoff (PSPS) program in an effort to reduce the likelihood of electrical equipment induced wildfires. The program was developed to systematically shut down electrical service to areas in times of high winds and dry conditions. An unintended consequence of such a program is unreliable electrical service to critical infrastructure, such as wastewater treatment plants and lift stations.

Staff has worked with PG&E recently to understand the scale and magnitude of the new PSPS program. Additionally, staff has taken an inventory of sites with no stationary generator, type of power requirements (wye versus delta wiring configurations), and size of generator required. The conclusion of this analysis is that the current fleet is not sufficient to respond to the PSPS program or other power outages that impact locations with backup power configured in a delta-type connection.

Below is a table of the sites that are not compatible with the current portable generator fleet;

<b>Station Name</b>	<b>Generator</b>	<b>PSPS</b>	<b>Voltage</b>
Camino Heights WWTP	N	Y	120/240 3 phase delta
Marina Woods lift station (Summit 6)	N	Y	120/240 3 phase delta
Mother Lode lift station	N	Y	120/240 3 phase delta
Ponderosa Heights lift station	N	Y	120/240 3 phase delta
Town Center lift station	N	Y	120/240 3 phase delta
Rancho Ponderosa lift station	N	Y	120/240 3 phase delta

Currently, wastewater collections staff has a 200kW portable generator that can power most of the lift stations. Unfortunately, the only portable wastewater generators which are delta configurable are one 80 kW and two 50kW. All sites listed above require greater than a 100kW generator and delta power. Therefore, one 200kW delta generator that could power any of these six sites is needed to maintain minimal operation and minimize SSOs in the event of an outage.

The alternative to purchasing a new portable generator is to rent a portable generator that can meet specific needs. As seen by last year's execution of PG&E's PSPS program, generator rentals are limited, and therefore relying upon the potential to rent equipment is not a reliable approach to maintaining wastewater collection and treatment services. By purchasing a 200kW delta generator, staff can respond to almost any of the sixty lift stations as well as Camino Heights WWTP.

### **Bidding Process**

Staff utilized the Sourcewell Purchasing Program, which pools a large group of potential equipment bidders, to obtain generator quotes compliant with Public Contracting Code. Below is a summary of the bids:

	<b>Bidder</b>	<b>Total Bid Price</b>
1	Cummins, Inc.	\$97,367
2	Holt Of California	\$115,405
3	Bay Cities Electric Works	Non-Responsive
4	Multiquip, Inc.	Non-Responsive

Cummins, Inc. was the lowest responsive bidder, and therefore staff recommends award to Cummins, Inc. in the amount of \$97,367.

### **Environmental Review**

The District, acting as the Lead Agency, must comply with California Environmental Quality Act (CEQA) requirements for the installation of the generators at each site. No CEQA documentation is required at this time as no physical effects to the environment will occur associated with the purchase of the generators. Future CEQA review and regulatory permits may be required if ground disturbing activities and/or facility modifications are needed for the installation of the generator at a particular site.



**Funding**

Funding for this project was identified in the draft 2019-2023 Capital Improvement Plan – 2019 Wastewater Equipment Replacement Program. Funding for capitalized labor is needed for permitting and installation of electrical components at the sites where the generator will be used.

**Funding Requirements**

Purchase Contract – Cummins, Inc.	\$97,367
Approximate Sales Tax	\$7,059
Capitalized labor	\$20,000
<b>Subtotal</b>	<b>\$124,426</b>
Remaining Authorized Funding	(\$40,000)
<b>TOTAL FUNDING REQUESTED</b>	<b>\$84,426</b>

**Board Decisions/Options**

**Option 1:** Award a contract to Cummins, Inc. in the not-to-exceed amount of \$97,367 for the purchase of one portable generator for use as backup power at wastewater facilities; and authorize total funding of \$84,426 for Wastewater Standby Generator, Project No. 18061.01.

**Option 2:** Take other action as directed by the Board.

**Option 3:** Take no action.

**Staff/General Manager’s Recommendation**

Option 1

**Support Documents Attached**

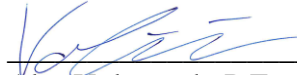
Attachment A: Cummins, Inc. Quote

Attachment B: CIP Summary



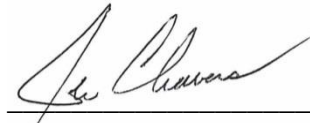
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Liz Carrington, P.E.  
Senior Civil Engineer



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Ales Volcansek, P.E.  
Supervising Electrical and Controls Systems Engineer



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for  
Tracy Crane  
Wastewater and Recycled Water Manager



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Elizabeth Dawson Wells, P.E.  
Engineering Manager



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Brian Mueller, P.E.  
Engineering Director



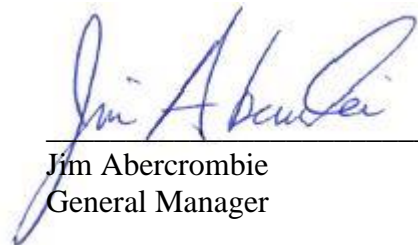
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Dan Corcoran  
Operations Director



---

for  
Mark Price  
Finance Director



---

Jim Abercrombie  
General Manager





**EXCEPTIONS & CLARIFICATIONS**

- Battery Charger is shipped loose for installation by contractor.
- Fuel is not included

**LEAD TIME**

Subject to manufacturing lead time, effective after receipt of approved submittals and written material release for production.

Generator: Currently 17-18 Weeks

**SUBMITTALS**

2 Weeks after purchase order.

**INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION**

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

**OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)**

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

**SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS**

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued

**CUMMINS STANDARD EXCLUSIONS**

**Exhaust System**

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

**Fuel System**

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

**Cooling System**

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

**Electrical**

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal.

**Mounting**

Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

**Electrical Testing**

Not limited to InterNational Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

**Environmental Testing**

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

**Programming**

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

**Documentation**

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

**Miscellaneous**

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

**Design**

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

**Taxes and Permit**

Any applicable sales tax, permits, fees, licenses.

**Bonds**

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

**CUMMINS STANDARD TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

Purchase Orders must be made out to 'Cummins Inc', reference the Cummins quotation number and must be acknowledged in writing by Cummins to be deemed accepted. Purchase Orders must include a requested delivery date.

These Terms and Conditions, together with the Quote, Sales Order and/or Credit Application are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer ('Customer') identified in this Agreement and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ('Equipment') identified in this Agreement.

**QUOTE TERM, SCOPE**

The Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

**TRAINING, START UP SERVICES, INSTALLATION.** Startup services, load bank testing and owner training are not provided, unless otherwise stated. Site startup will be subject to the open credit account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up being accomplished. Portable load banks for site test (if offered in the Quote) are equipped with 100 feet of cable. Additional lengths may be arranged at an extra cost. Startup services assume unencumbered access to the equipment. Restricted access may require additional pricing.

**SHIPPING, DELIVERY**

Equipment is quoted FOB origin, freight prepaid to first US destination or port, unless otherwise stated. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling and placement of Equipment and crane services are the responsibility of Customer and not included in proposal, unless otherwise stated. All shipments are made within normal business hours, Monday through Friday.

Any delivery, shipping, installation or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated



dates, but shall not be liable for any delay in delivery, shipping, installation or performance, however occasioned. Cummins may deliver in installments. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate.

#### **DELAY IN DELIVERY, STORAGE CHARGES**

If Buyer cannot accept delivery of the Equipment as scheduled or otherwise requests a delayed delivery, Buyer shall submit a revised delivery schedule to Cummins. Buyer agrees to sign a Storage Agreement for the revised delivery and agrees to pay a monthly storage fee of no less than 1.5% of the invoiced purchase price for every month or portion thereof during which the equipment is stored. Equipment may be subject to additional handling and delivery charges. Cummins will prepare a separate quote for such charges. Cummins agrees to hold the Equipment for a maximum of sixty (60) days following the original scheduled delivery. Payment of the invoice shall be due according to PAYMENT TERMS and based upon invoice date, not delivery date. Buyer is responsible for procuring insurance for the stored Equipment and will be required to provide a Certificate of Insurance naming `Cummins Inc; as an additional insured. Buyer shall be responsible for all added freight or special equipment charges resulting from any delay in delivery, including, but not limited to, any applicable delivery cancellation fees and rescheduling fees.

#### **PAYMENT TERMS, CREDIT, RETAINAGE**

If Customer has approved credit, as determined by Cummins, payment terms are net thirty (30) days from the date of invoice unless otherwise agreed to in writing or specified in the Quote. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy against Customer under statute (including attorney fees and costs of collection), Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless accepted and confirmed in writing by Cummins prior to shipment.

#### **TAXES, EXEMPTIONS**

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

#### **TITLE, RISK OF LOSS**

Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.

#### **INSPECTION AND ACCEPTANCE**

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within fourteen (14) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

#### **LIEN, SECURITY AGREEMENT**

To secure payment, Customer grants Cummins a Purchase Money Security Interest (PMSI) in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1; provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at the Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

#### **CANCELLATION; CHARGES**

If Customer cancels all or a portion of this Agreement after its release to Cummins, Customer may incur a cancellation charge, in addition to the actual, non-recoverable costs incurred by Cummins and in no case less than 25% of the order amount. Written cancellation notice is required

#### **WARRANTY**

New equipment purchased hereunder is accompanied by an express written manufacturer's warranty and is the only warranty offered on the Equipment. A copy of



the express manufacturer's warranty is available. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component. Installing the engine for any other purpose than for its intended application on the data plate may be a violation of federal law subject to civil penalty.

**WARRANTY PROCEDURE**

Prior to the expiration of the applicable warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. In no event shall Cummins be liable for failures resulting from improper repair by others; the use of parts not approved by Cummins; Customer or operator abuse or neglect, such as operation without adequate coolant, fuel or lubricants, over fueling, lack of maintenance of lubricants, fuels, cooling or intake systems; improper storage, starting, warm-up, running or show down practices. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and all business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES**

**Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.**

**The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents or misuse; (g) lack of maintenance or unauthorized repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.**

**INDEMNITY**

Customer shall indemnify and hold harmless Cummins, its affiliates, subsidiaries, officers, directors, agents and employees for losses, costs, liabilities, damages and expenses, including reasonable attorney and expert fees relating to the Equipment and caused by Customer. Customer's indemnity obligations shall survive the expiration or termination of this Agreement. Customer shall present any claims covered by this indemnification to its insurance carrier unless Cummins directs that the defense will be coordinated by Cummins' legal counsel.



**LIMITATIONS ON REMEDIES**

**THE MAXIMUM LIABILITY, IF ANY, OF CUMMINS FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS; BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE EQUIPMENT PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY CUMMINS; GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER;S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE AGREEMENT.**

**FORCE MAJEURE**

Cummins is not responsible for the occurrence of any unforeseen event, circumstance, or condition beyond its reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. If any such cause results in delayed performance, the date of performance shall be extended for a period equal to time lost and shall be Customer's exclusive remedy.

**DEFAULT, REMEDIES**

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to, any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise, to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by the Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Agreement is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**CUSTOMER REPRESENTATIONS, RELIANCE**

Customer is responsible for obtaining, at its cost, permits, import licenses and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full. Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer receives technical information, drawings or advice, Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that the Customer has relied solely on its own judgement in selecting the Equipment.

**CONFIDENTIALITY**





Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

#### **INSURANCE**

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins's relevant insurance coverage.

#### **ASSIGNMENT**

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

#### **INTELLECTUAL PROPERTY**

Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in these conditions shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins. Customer's rights in and to the Cummins's intellectual property are limited to those rights as expressly set forth in this Agreement. All rights not expressly granted to Customer under this Agreement are expressly reserved by Cummins.

#### **MISCELLANEOUS**

Cummins shall be an independent contractor under this Agreement.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

#### **DIESEL EXHAUST EMISSIONS COMPLIANCE**

Cummins generators are designed to comply with the current exhaust emissions standards of the U.S. Environmental Protection Agency (EPA), and the California Air Resources Board (CARB). However, some specific applications will require additional emissions control equipment. Also, each local air district has the option to impose more stringent requirements than those of the EPA or CARB, and they may require additional emissions control equipment. It is recommended that Buyer contact the local air management district to determine the permitting requirements for Buyer's specific application. Unless specifically listed in this Quotation's Bill of Materials, NO ADDITIONAL EMISSIONS EQUIPMENT, EMISSIONS TESTING OR SOURCE TESTING IS INCLUDED IN THIS PROPOSAL. Such items can be quoted separately upon request.

Note: The local Air Quality Management District (AQMD) may perform a Risk Screen Analysis (RSA) for all new generator installations. The RSA may determine the annual test/maintenance hours allowed.

#### **LOCAL CODE REQUIRED FUEL STORAGE FEATURES**



Increasingly, local fire code enforcement entities are requiring fuel storage system features, over and above that which is required by National Fire Protection Association (NFPA) or California Fire Code (CFC), such as fuel fill spill containment basins and automatic fuel fill shut-off solenoids. Other requirements may apply to your specific project. We recommend that you contact the fire enforcement entity, having jurisdiction over your project, to determine their specific requirements.

#### **MISCELLANEOUS CHARGES**

Cummins may incur additional charges which will be passed on to the Customer, as applicable.

#### **COMPLIANCE**

Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents and authorizations and completing such formalities as may be required under such laws, rules and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

Rev 27-Feb-2018

Thank you for this opportunity to Quote Cummins Power Generation Products. Please call if we may answer any questions or be of further service.

Submitted by  
Cummins Inc..

Bob Robbins  
Territory Manager



**Email:** robert.robbins@cummins.com

**Accepted by:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Customer P.O.:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Delivery Date Requested**

**by Purchaser** \_\_\_\_\_

Note: If no delivery date is provided, Cummins Inc. will hold placing material orders until such date is provided. It is the responsibility of Purchaser to supply a request date that is within factory lead times.

2019

CAPITAL IMPROVEMENT PLAN Program:

Wastewater

**Project Number:** PLANNED  
**Project Name:** 2019 Wastewater Equipment Replacement Program  
**Project Category:** Reliability & Service Level Improvements  
**Priority:** 2      **PM:** Money      **Board Approval:**

**Project Description:**

This is an annual program to replace equipment and facilities used in the wastewater system that have failed or reached end of useful life. This program differs from ongoing maintenance programs in that the equipment, facilities, and labor attributed to these assets constitute a replacement of a capitalized asset. Assets to be replaced or upgraded under this program include but are not limited to pumps, valves, generators, electrical and instrumentation systems, treatment plant equipment, and collection system assets that with replacement will extend the life of the associated system or facility. Items to be replaced each year will be prioritized using ongoing condition assessments and the asset management policies of the district.

**Basis for Priority:**

Project purpose is to maintain existing assets and prolong their useful service life and reliability.

**Project Financial Summary:**

<b>Funded to Date:</b>	\$ 50,000	<b>Expenditures through end of year:</b>	\$ 13,687
<b>Spent to Date:</b>	\$ 13,687	<b>2019 - 2023 Planned Expenditures:</b>	\$ 1,000,000
<b>Cash flow through end of year:</b>		<b>Total Project Estimate:</b>	\$ 1,013,687
<b>Project Balance</b>	\$ 36,313	<b>Additional Funding Required</b>	\$ 963,687

Description of Work	Estimated Annual Expenditures					Total
	2019	2020	2021	2022	2023	
Study/Planning						\$ -
Design						\$ -
Construction	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
						\$ -
<b>TOTAL</b>	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000

Estimated Funding Sources	Percentage	2019	Amount
Wastewater Rates	70%		\$114,581
Wastewater FCCs	30%		\$49,106
<b>Total</b>	<b>100%</b>		<b>\$163,687</b>

**Funding Comments:** Funding split based on available plant capacity

## EL DORADO IRRIGATION DISTRICT

**Subject:** Review the 2017 Storm projects and reimbursement from Liberty Mutual Insurance Corp. (Liberty Mutual), Federal Emergency Management Agency (FEMA), and California Office of Emergency Services (CalOES).

### Previous Board Actions

February 13, 2017 – Board adopted Resolution No. 2017-007 declaring an emergency under the Public Contract Code and Public Resources Code as a result of recent and ongoing storm activities; ratified a construction contract to Doug Veerkamp General Engineering for emergency replacement of a failed section of the Town Center force main; ratified a pumping and hauling contract to Doug Veerkamp for emergency pumping of raw sewage from the El Dorado lift station; ratified a pumping and hauling contract with Advance Septic for emergency pumping of raw sewage from the Camino Heights wastewater treatment plant; and authorized and directed the General Manager and his designees to take all further actions reasonably deemed necessary to respond to the emergency.

February 27, 2017 – Board ratified Resolution No. 2017-007 to maintain the emergency declaration and ratified contracts awarded to Doug Veerkamp for landslide stabilization and Syblon Reid General Engineering Contractors (SRC) for drainage diversion, access road development, landslide stabilization and canal repair near Flumes 5 and 10.

March 13, 2017 – Board ratified Resolution No. 2017-007 to maintain the emergency declaration; ratified a professional services contract with GHD Inc. in the amount of \$150,000 for geotechnical and engineering services; awarded a construction contract to Syblon Reid Contractors in the not-to-exceed amount of \$5,780,386 and approved total project funding in the amount of \$8,855,343 for Flume 10 construction.

March 27, 2017 – Board ratified Resolution No. 2017-007 to maintain the emergency declaration.

April 10, 2017 –

- Ratified Resolution No. 2017-007 to maintain the emergency declaration;
- Ratified professional services Change Order No. 1 with GHD Inc. in the not-to-exceed amount of \$600,224;
- Ratified construction contract Change Order No. 1 for Doug Veerkamp General Engineering in the not-to-exceed amount of \$300,000;
- Approved Change Order No. 2 with GHD Inc. in the not-to-exceed amount of \$1,310,016;
- Approved a construction contract Change Order No. 1 to SRC in the not-to-exceed amount of \$4,024,404;
- Awarded a construction contract to Doug Veerkamp General Engineering in the not-to-exceed amount of \$1,462,479 for slides at Flume 45A; and
- Approved project funding of \$5,970,595 for the following projects:
  - \$3,044,560, Project No. 17004.01 (Hazard Mitigation at Flume 5);
  - \$987,030, Project No. 17008.01 (Hazard Mitigation at Flume 9);
  - \$568,588, Project No. 17007.01 (Hazard Mitigation #1 downstream Flume 45A);
  - \$1,220,417, Project No. 17007.03 (Hazard Mitigation #3 downstream Flume 45A);
  - \$150,000, Project No. 17002.01 (Town Center Force Main Emergency Replacement Phase 2 Schedule B).

May 22, 2017 – Board adopted Resolution 2017-014 to update the emergency declaration resulting from the 2017 storm activity.

June 12, 2017 – Board ratified Resolution No. 2017-014 to maintain the emergency declaration.

July 24, 2017 – Board ratified Resolution No. 2017-014 to maintain the emergency declaration as a result of the 2017 storm activity and ratified the construction contract with Mining Construction Inc. in the not-to-exceed amount of \$539,677.

August 14 and August 28, 2017 – Board ratified Resolution No. 2017-014 to maintain the emergency declaration.

September 11, 2017 – Board ratified Resolution No. 2017-014 to maintain the emergency declaration and ratified a contract amendment to GHD in the not-to-exceed amount of \$55,000 for inspection services on the Montclair Townhome sewer repair project.

October 10, 2017 – Board ratified Resolution No. 2017-014 to maintain the emergency declaration as a result of ongoing storm activities, and was updated on the status of the SAD bridge repair.

October 23, November 13 and December 11, 2017 – Board ratified Resolution No. 2017-014 to maintain the emergency declaration.

January 8, January 22, February 12, February 26, March 12, March 26, April 23, May 14, June 11, August 13, August 27, and September 24, 2018 – Board ratified Resolution No. 2017-014 to maintain the emergency declaration.

October 22, 2018 – Board ratified Resolution No. 2018-018 to terminate the emergency declaration resulting from the 2017 storms.

### **Board Policies (BP), Administrative Regulations (AR), and Board Authority**

Public Contract Code section 22050(a)(1) provides that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. Subsection (c)(1) of that statute requires the governing body to review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

Public Contract Code sections 1102, 20567, and 22050 authorize the District to forgo public bidding requirements in emergency circumstances.

Public Resources Code section 21080(b) and CEQA Guidelines section 15269 exempt emergency projects from the requirements of the California Environmental Quality Act (“CEQA”).

### **Summary of Issue(s)**

In August of 2018, the Board requested an update on the 2017 Storm projects and the expected reimbursements from Liberty Mutual and FEMA/Cal OES.

### **Staff Analysis/Evaluation**

There were over 50 separate storm-related work tasks that were documented in the 2017 storms. Of those 50 storm-related tasks, 13 tasks involved Project 184 property and were therefore submitted to Liberty Mutual for cost recovery under the District’s Project 184 insurance policy.

The District also sought business interruption lost power generation revenue as part of the Liberty Mutual claim. In addition, the District sought cost recovery from FEMA/CalOES for all of the storm-related projects.

Most of the 50 storm-related projects have been completed. The following projects remain and engineering analysis and construction necessity are being evaluated:

- Flume 7 Slope Stability
- El Dorado Main 2 (EDM 2) at Hwy 193 Slope Stability
- Moosehall Slope Stability

Flume 7 is ineligible for reimbursement from insurance and FEMA/Cal OES. Moosehall and EDM2 are not expected to have any further costs reimbursed, but have had a portion paid from FEMA/CalOES.

The District’s insurance claim with Liberty Mutual for storm-related damage has been closed out. The District’s cost recovery efforts with FEMA/CalOES are ongoing and there are still several projects for which the District has not received an eligibility determination, or which the District has appealed the eligibility denial. Therefore, there is the potential for additional cost recovery from FEMA/CalOES. Below is a table showing the costs of the 2017 storm-related projects and what has been paid from Liberty Mutual and FEMA/Cal OES:

Description	Cost
Project Costs	\$17,136,318
Liberty Insurance Recovery Payments <sup>1</sup>	\$7,764,350
FEMA/Cal OES Reimbursement Payments <sup>2</sup>	\$2,154,148
Balance of Construction Costs	\$7,217,820

<sup>1</sup> The District recovered a total of \$10 million in insurance recoveries from Liberty Mutual for storm-related costs. Of that \$10 million, \$2.25 million is reimbursement for estimated business interruption lost power generation revenue. Therefore, \$7.75 million of the \$10 million insurance recoveries is considered as cost recovery towards storm-related project costs. The District’s insurance police included a \$1 million deductible.

<sup>2</sup> As explained above, the District is still seeking to recover additional costs from FEMA/CalOES. It is anticipated that these recovery efforts will continue beyond 2019.

**Board Decisions/Options**

None – Information only.

**Supporting Documents Attached**

None



Cary Mutschler, P.E., PMP  
Senior Civil Engineer



Elizabeth Dawson Wells, P.E.  
Engineering Manager



Brian Mueller, P.E.  
Engineering Director



for  
Mark Price  
Finance Director

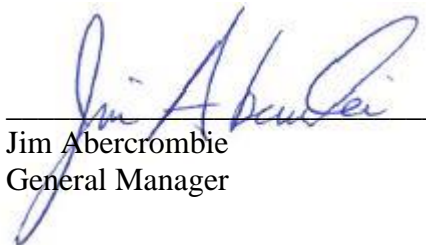


Dan Corcoran  
Operations Director



for

Brian Poulsen  
General Counsel



Jim Abercrombie  
General Manager



# 2017 Storm Update

January 14, 2019

By: Cary Mutschler  
Senior Civil Engineer

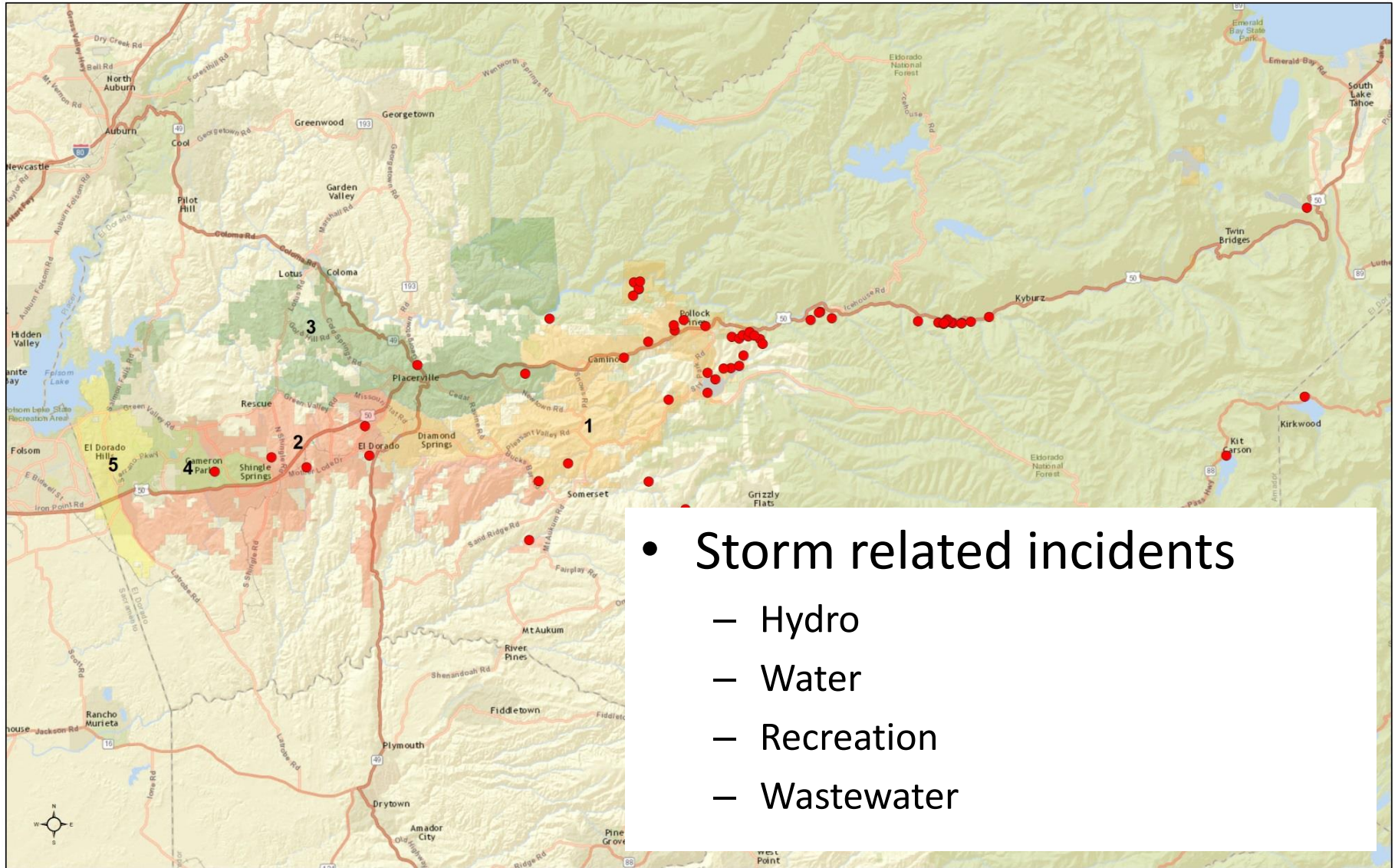


# Previous Board Actions

- 28 Board Items with 3 Resolutions
  - February 13, 2017, the Board adopted Resolution No. 2017-007 declaring an emergency as a result of the 2017 storm activities
  - May 22, 2017 the Board adopted Resolution 2017-014 to update the emergency declaration resulting from the 2017 storm activities
  - October 22, 2018 the Board adopted Resolution 2018-018 terminating the emergency declaration

# Summary of Issues

- August 27, 2018 Board requested an update regarding the 2017 Storm projects.



# Flume 10 Before



# Flume 10 After



# Flume 45A Before



# Flume 45A After





# Flume 5 Repair



# Flume 5 Completed



# Montclair Sewer Line Before



# Montclair Sewer Line After



# Project Status

- Majority of the 50 storm-related projects have been completed
- Remaining projects under analysis
  - Flume 7 Slope Stability
  - El Dorado Main 2 at Highway 193 Slope Stability
  - Moosehall Slope Stability

# Remaining Projects



Flume 7

EDM 2



# Costs

Description	Cost
Project Costs	\$17,136,318
Liberty Insurance Recovery Payments	\$7,764,350
FEMA/Cal OES Reimbursement Payments	\$2,154,148
Balance of Construction Costs	\$7,217,820

Staff continues to negotiate with FEMA for projects that have been denied.

Liberty has also paid \$2.25 million for lost revenue from power generation

Questions?



## EL DORADO IRRIGATION DISTRICT

**Subject:** Brown Act/Public Records Act Requirements.

### **Previous Board Actions**

None.

### **Board Policies (BP), Administrative Regulations (AR), and Board Authority**

BP 2030 – Role of the General Counsel: The General Counsel shall be responsible for, among other things, ensuring full compliance with applicable laws and regulations in all District activities.

BP 3075 – The District shall respond to requests for public records in accordance with the California Public Records Act (CPRA), Government Code section 6250 et seq, and the case law interpreting the CPRA. The Office of General Counsel shall be responsible for overseeing and responding to such requests pursuant to the CPRA.

### **Summary of Issue(s)**

The state of California is firmly committed to the principle of open government. For local agencies like the District, two of the most prominent expressions of that commitment are the Ralph M. Brown Open Meetings Act (“Brown Act”) and the California Public Records Act (“CPRA”). The Brown Act imposes procedures and rules of conduct related to meetings of the Board and many subsidiary bodies it creates. The CPRA establishes a general rule that records of a local agency are to be made available to the public upon request, unless a valid and specific reason exists for withholding them.

Each law has many complexities, and each poses challenges in adapting decades-old legal rules to the rapidly evolving technology of today's world. In this informational item, the District's General Counsel will review the basics of each law, highlight some common pitfalls and practices (both good and bad) for each, and in the course of doing so, discuss some evolving but unresolved legal issues arising out of the new types of communications and records made possible by today's technology.

### **Staff Analysis/Evaluation**

#### *Guiding Principles*

The Brown Act and CPRA are intended to ensure that, to the extent consistent with privacy rights and legitimate governmental needs for confidentiality, the public's business is conducted within the public's view. The Brown Act's stated intent is that legislative bodies' actions “be taken openly and that their deliberations be conducted openly.” (Gov. Code § 54950.) As the California Attorney General's Office has stated, “The Brown Act represents the state legislature's determination of how the balance should be struck between public access to meetings of multi-member public bodies on the one hand and the need for confidential candor, debate, and information gathering on the other.” (Office of the Attorney General, The Brown Act, at p. 1.)

Likewise, the CPRA declares that, subject to individuals' right to privacy, “access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state.” (Gov. Code § 6250.) These sentiments were echoed and reinforced in

Proposition 59, passed by California's voters in 2004: “The people have the right of access to information concerning the conduct of the people's business, and therefore the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny.” (Cal. Const., art. I, § 3(b)(1).) Proposition 59 also includes an interpretive rule: any enactment “shall be broadly construed if it furthers the people’s right of access, and narrowly construed if it limits the right of access.” (Cal. Const., art. I, §3(b)(2).)

### *Brown Act Basics*

The Brown Act’s rules apply to the legislative bodies of all local agencies. (Gov. Code §§ 54951, 54952.) Also, any person elected to a legislative body becomes subject to the Brown Act even before they formally assume office. (Gov. Code § 54952.1) The term “legislative body” includes not only the District's Board of Directors, but also any other body created by charter, ordinance, resolution, or formal action of a legislative body—except for ad hoc advisory committees comprised solely of less than a quorum of the Board. (Gov. Code § 54952(b).)

Any legislative body within the meaning of the Brown Act must hold its meetings in public, except when it addresses one of a limited list of topics for which a closed session is expressly authorized. Prior to the meeting, an agenda must be publicly posted which contains a brief general description of each item to be transacted or discussed at the meeting. (Gov. Code § 54954.2) With limited exceptions, the meeting must be held within the agency's geographical boundaries. (Gov. Code § 54954(b).)

During the meeting, the legislative body must allow public testimony on each agenda item before or during the legislative body's consideration of that item. (Gov. Code § 54954.3(a).) During regular meetings, the public also has the right to address the legislative body on any item within its subject-matter jurisdiction, even if the item is not listed on the agenda. (*Ibid*)

For certain topics, the legislative body may meet in closed sessions for confidential proceedings that exclude the public, provided they first disclose the subject matter of the closed sessions, and then after the session, report certain final votes and actions taken. (Gov. Code §§ 54954.2(a), 54956.7, 54956.8, 54956.9, 54956.96, 54957, 54957.1, 54957.6, 54957.7(a), 54957.8.) No one may disclose confidential information acquired during a closed session unless the legislative body acts to authorize that disclosure, except in very limited circumstances. (Gov. Code § 54963.)

Brown Act violations put the validity of actions taken at risk. (Gov. Code §§ 54960, 54960.1.) They expose the agency to liability for the plaintiff’s attorney’s fees. (Gov. Code § 54960.5.) Under some circumstances, a member of the legislative body can even be prosecuted criminally for a Brown Act violation. (Gov. Code § 54959.)

### *Brown Act Pitfalls and Practices*

The Brown Act defines a “meeting” extremely broadly to include many activities that do not fit the common understanding of that term. In most instances, any congregation of a majority of the legislative body to hear, discuss, or deliberate on any matter within the agency’s jurisdiction – even if no action is taken – is a meeting. (Gov. Code § 54952.2(a).) There are exceptions, however, for public conferences or meetings, meetings of another agency, and social or ceremonial occasions, provided that a majority does not privately discuss agency business at those gatherings. (Gov. Code § 54952.2(c).) A meeting also occurs if a majority of members develop a collective concurrence as to action to be taken, whether this occurs directly or through intermediaries or technological devices. (Gov. Code § 54952.2(b).) This is known as a “serial meeting.”

These broad legal definitions make it very easy to inadvertently hold an unauthorized meeting in violation of the Brown Act. A member can participate in a meeting without even knowing it. The following are examples of common pitfalls, followed by practices to avoid or adopt. Each example assumes a five-member legislative body.

- Chain communications. For example, Director A talks to Director B. Then Director B talks to Director C. At this point, Director B has caused a meeting to occur, whether or not he discloses his other conversation to Directors A or C. If Director B does not disclose those conversations to the other directors, then Directors A and C are unknowing participants in a Brown Act violation.
- Hub-and-Spoke communications. In this instance, Director A asks Employee X to speak to Directors B and C on a particular issue, and to report what they say back to Director A. Again, a meeting has occurred, with Employee X as the hub of the communications, and Directors B and C as unknowing participants in an unauthorized meeting.
- Constituent meetings. Citizens have a constitutional right to petition their elected officials. However, if a constituent “makes the rounds” to meet with Directors A, B, and C, and in the process tells Director C what the other two directors said, the constituent has caused an unauthorized meeting to occur. Directors A and B are unknowing participants in an unauthorized meeting. Note that this scenario can unfold in person, via telephone, or via electronic communications.
- Intra-Board Email or text communications. Director A sends a message to the entire Board about some item of agency business. So far, there are only four two-member communications and no Brown Act violation. But then Director B decides to “reply all” with his thoughts. At that point, Directors C, D, and E know the views of a majority of the legislative body, and thus an unauthorized Brown Act meeting has occurred.

Another scenario involves undisclosed electronic communications during public meetings. Director A makes a motion, and Director B seconds it. Director C sends them each a text message saying, “I will vote for this motion if you’ll vote my way on the next item.” Despite occurring during an agenda meeting, this exchange constitutes a second, unauthorized meeting in violation of the Brown Act.

- Public electronic communications. The scenarios in this area multiply as new technologies and innovations create new avenues of communication. For example, Director A reads an online news story about an issue pending before the agency’s Board, and decides to submit a comment explaining his/her views. Director B reads Director A’s comment and decides to weigh in. Director C then submits a comment, as well. Although this exchange is occurring in public on the Internet, it is not occurring in a noticed public meeting that meets Brown Act requirements; therefore, it is a violation.

In another scenario, Director A sends an email “blast” about a particular issue to a large list of constituents. One constituent forwards the message to Directors B and C, each of whom reply individually with their views, which the constituent then forwards back to Director A. Directors A, B, and C have now all participated in an unauthorized Brown Act meeting, whether or not any of them asked the constituent to disclose any of the various cross-communications.

Each day seems to bring new social media sites, blogs, private websites, and similar on-line, interactive technologies with either public or private comment functions that can lead to additional scenarios like those above. To guide Board Members, consider adopting and avoiding the following practices:

Practices to avoid:

- A Director should never discuss an item of agency business with two other Directors, either together or separately, directly or indirectly through an intermediary.
- Once a Director has communicated with any other Director about an item of District business, he should never initiate or accept a communication with any other Director on the same topic except at a noticed meeting.
- When a Director communicates with a District employee about an item of District business, he should never ask the employee to reveal any discussions the employee had with any other Director on the same topic.
- Directors should not exchange email or text messages with each other or with Constituents while meetings are taking place.

Practices to adopt:

- Whenever Director A discusses an item of District business with Director B, he should begin by ascertaining whether Director B has already talked to any other Director, or heard any other Director's views indirectly, on the subject at hand.
- If the answer is "no," Director A and B can communicate, but they should conclude their exchange with a mutual commitment not to communicate with any other Director outside of an authorized meeting.
- Whenever a Director and a constituent communicate on an item of agency business, the Director should caution the constituent not to disclose the content of any communications with other Directors on the same subject, and stop the constituent if they attempt to volunteer such information.
- Directors should be cautious when sending email, text, or other electronic messages to more than one other Director, and always use the "bcc" address line when sending email messages to more than one other Director, because "bccs" do not receive a "reply all" message.

### *CPRA Basics*

The CPRA sets minimum standards for the public's access to public records. The CPRA's definition of what constitutes a "public record" is exceptionally broad: "any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." (Gov. Code § 6252(e).) A "writing," in turn, is defined as virtually any tangible or electronic document, image, or sound, in any format. (Gov. Code § 6252(g).)

Subject to reasonable conditions to allow the agency to continue to function, any member of the public may inspect or copy any public record, unless the record is exempt from disclosure (either temporarily or permanently) under one or more of several dozen specific provisions, or because the agency can demonstrate that the public interest in not disclosing the record substantially outweighs the public interest in disclosure. (See Gov. Code §§ 6254 (enumerating many specific exemptions), 6255 ("catch-all" exemption).) When a record contains both disclosable and exempt content, the agency must redact the exempt content and disclose the rest of the record.

In March of 2017, the California Supreme Court issued an important decision regarding the types of records that may be considered public records subject to possible public disclosure under the CPRA. (*City of San Jose v. Superior Court* (2017) 2 Cal.5th 608.) The *City of San Jose* case

involved a CPRA request for disclosure of public records contained on the private voicemails, e-mails, and text messages of the mayor and ten city council members of the City of San Jose. Despite such records being contained on personal accounts or personal devices, the Court ruled that when a city employee or officer uses a personal account to communicate about the conduct of public business, those writings may be considered public records subject to disclosure under the CPRA.

When an agency receives a request for public records, it must generally respond within 10 days to advise the requestor whether it has records responsive to the request and whether it will produce them or claim an exemption. (Gov. Code § 6253(c).) If it withholds records or parts of records on the basis of an exemption, the agency must respond in writing, explaining the basis for the withholding and stating who made the decision to withhold. (Gov. Code § 6255(b).) If the request is too broad or vague to identify the records being sought, the agency must provide suggestions to the requestor on how to focus their request to make it intelligible. (Gov. Code § 6253.1.) The CPRA applies only to records in existence—the agency has no duty to create a new record, report, or other compilation of information simply to respond more effectively or efficiently to a request. (Gov. Code § 6252(e).) Nor does the agency have any duty to reconstruct records that have previously been disposed of in accordance with a valid records retention program. (*Id.* at § 6252(e).) After the initial response, the CPRA provides the agency with a reasonable amount of time, under the circumstances, to actually make the responsive documents available. (Gov. Code § 6253(b).)

Although responding to public records requests is often a significant burden upon agency staffing and other resources, the CPRA strictly limits the agency’s ability to recoup its costs of compliance. If the request is to inspect records, the agency may not charge any costs. If the request is for copies of records, the agency may only charge a nominal fee for the direct costs of copying. The agency may not charge any of its time spent researching, compiling, reviewing, or redacting the records. (Gov. Code § 6253(b).) Because requestors sometimes abandon their requests, the District now requires partial deposits of the estimated copying costs at an early stage of responding to the request.

Any person may ask a judge to enforce their right to inspect or to receive a copy of any public record or class of public records. (Gov. Code § 6258.) If the person prevails in the litigation, the judge must award court costs and reasonable attorneys’ fees to the plaintiff. Conversely, successful local agencies, like the District, may obtain an award of attorneys’ fees and court costs against an unsuccessful plaintiff only when the court finds the plaintiff’s case was clearly frivolous. (Gov. Code § 6259(d).)

### *CPRA Pitfalls and Practices*

Like the Brown Act’s broad definition of a “meeting,” the CPRA’s broad definition of a “public record” is the source of legal pitfalls. Some good practices can minimize these pitfalls.

- An agency’s professional services agreement includes common “boilerplate” language giving the agency ownership over all of the records a consultant creates in the course of their retention by the agency, whether or not those records ever leave the consultant’s office. This ownership interest confers sufficient control over its consultants’ (but not sub-consultants’) papers to render them public records within the agency’s “constructive possession.” (*Community Youth Athletic Center v. City of National City* (2013) 220 Cal.App.4<sup>th</sup> 1385, 1428; *Consolidated Irrigation District v. Superior Court* (2012) 205 Cal.App.4<sup>th</sup> 697, 710.)

- A Director sends and receives email, voice mail, and text messages about agency business at private accounts. Because the agency acts through its Board, Directors' records are "public records" if they address agency business. Even though the agency does not control the devices or servers on which the records reside, the Director does and they were used to transact public business. They are, therefore, subject to disclosure under the CPRA. The agency must obtain them from the Director, segregate any personal or other exempt information, and disclose the remainder. (*City of San Jose v. Superior Court* (2017) 2 Cal.5th 608.)
- An agency maintains a warehouse full of boxes of old agency records that have not been inspected or managed for years. The agency receives a CPRA request for all agency records related to a particular agency function. The agency must inspect the records in the warehouse to ensure that it performs a reasonable search for all responsive records.

Practices to address these pitfalls include:

- Contract language that limits ownership of consultant records to those records actually delivered into the agency's possession.
- Using only official agency email accounts and phone numbers to send and receive all communications about agency business. If communications are received on a private device, forward them immediately to an official device or account and read or listen to them there.
- Conversely, do not send or receive personal communications on official devices or accounts; keep as strict a separation as possible between the public and the personal.
- Adopt and maintain a records retention schedule and manage District records in accordance with that schedule.

**Board Decision/Options**

None. Information only.

**Supporting Documents Attached**

None

Brian Poulsen  
General Counsel

Jim Abercrombie  
General Manager

# Brown Act/Public Records Act Requirements

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El Dorado Irrigation District

January 14, 2019

# Previous Board Actions

- None.



# Board Policies, Administrative Regulations, and Board Authority

- BP 2030 -- Role of the General Counsel: The General Counsel shall be responsible for, among other things, ensuring full compliance with applicable laws and regulations in all District activities.
- BP 3075 – The District shall respond to requests for public records in accordance with the California Public Records Act (CPRA), Government Code section 6250 et seq, and the case law interpreting the CPRA. The Office of General Counsel shall be responsible for overseeing and responding to such requests pursuant to the CPRA.

# Summary of Issues

- **California law is committed to the principle of open government; the public's business should be done in the public's view**
  - **Ralph M. Brown Open Meetings Act (Brown Act)**
  - **California Public Records Act (CPRA)**
  - **Proposition 59 (2004)**
- **Scope of presentation**
  - **Some basics of each law**
  - **Common pitfalls and practices to adopt or avoid**
  - **Evolving, unresolved legal issues raised by today's technologies**

# STAFF ANALYSIS/EVALUATION

## *Brown Act Basics*

- **Brown Act's intent: that both a legislative bodies' actions and its deliberations be conducted openly**
- **Legislative bodies must:**
  - **Meet in public**
  - **Provide the public with advanced notice of its meetings**
  - **Provide the public with an opportunity to participate**

# STAFF ANALYSIS/EVALUATION

## *Brown Act Basics*

- Applies to the legislative bodies of all local agencies
- Once elected, Board members are subject to the Brown Act even before assuming office
- “Legislative body” is broadly defined
  - Board of Directors
  - Any other body created by charter, ordinance, resolution, or formal action of a legislative body
  - Exception: ad hoc advisory committees comprised solely of less than a quorum of the Board

# STAFF ANALYSIS/EVALUATION

## *Brown Act Basics*

- Meetings must be held in public
  - Exceptions: a limited list of topics for which a closed session is expressly authorized
- Meetings must be agendized
- Post agenda in advance
  - Brief, general description of each item to be transacted or discussed
  - Strict limits on departing from posted agenda
- Meetings must be within the agency's territory
  - Limited exceptions

# STAFF ANALYSIS/EVALUATION

## *Brown Act Basics*

- Public testimony must be allowed on each agenda item before or during its consideration
- At regular meetings, the public must also be allowed to address the legislative body on any item within its subject-matter jurisdiction
- Board retains authority to control its meetings
  - For example, time limits, procedural rules, restraints on disruptive activities or conduct

# STAFF ANALYSIS/EVALUATION

## *Brown Act Basics*

- Closed sessions allowed for particular, enumerated topics
  - For example, litigation, personnel matters, security issues, negotiations on real property, labor issues
  - Must disclose subject matter before closed session, report certain final votes and actions taken immediately after closed session
- No one may disclose confidential information acquired during a closed session, unless the legislative body authorizes it
  - Very limited exceptions

# STAFF ANALYSIS/EVALUATION

## *Brown Act Basics*

- **Brown Act violations have consequences**
  - They put the validity of actions taken at risk
  - They expose the agency to liability for a plaintiff's attorneys fees
  - Under some circumstances, a member of the legislative body can be prosecuted criminally



# STAFF ANALYSIS/EVALUATION

## *Brown Act Pitfalls*

- A Brown Act “meeting” includes many activities that may not seem like a meeting
- Any congregation of a majority to hear, discuss, or deliberate on a matter within the agency’s jurisdiction is usually a meeting, even if no action is taken
  - Exceptions: public conferences or meetings, meetings of another agency, and social or ceremonial occasions, if no private majority discussion of agency business
- A majority’s communications to develop a collective concurrence as to action to be taken is a meeting, whether this occurs directly or through intermediaries or technological devices
  - Commonly called a “serial meeting”

# STAFF ANALYSIS/EVALUATION

## *Brown Act Pitfalls*

- Accidental meetings that violate the Brown Act can occur all too easily
- A member can participate in a meeting without even knowing it
- Knowing common pitfalls and avoiding or adopting certain practices will greatly reduce the risk of violation
  - Examples assume a five-member board

# STAFF ANALYSIS/EVALUATION

## *Brown Act Pitfalls*

- **Chain communications**
  - Director A talks to Director B
  - Then Director B talks to Director C
  - Director B has caused a meeting to occur, whether or not he discloses his other conversation to Directors A or C
  - If Director B does not disclose those conversations to the other directors, then Directors A and C are unknowing participants in a Brown Act violation

# STAFF ANALYSIS/EVALUATION

## *Brown Act Pitfalls*

- **Hub-and-spoke communications**
  - Director A asks Employee X to speak to Directors B and C on a particular issue, and to report what they say back to Director A
  - Employee X is the “hub” of unauthorized meeting
  - Directors B and C are unknowing participants

# STAFF ANALYSIS/EVALUATION

## *Brown Act Pitfalls*

- **Constituent meetings**
  - Citizens' free-speech rights are unaffected
  - But suppose a constituent “makes the rounds” to meet with Directors A, B, and C on an issue
  - Constituent tells Director C what the other two directors said
  - The constituent has caused an unauthorized “hub-and-spoke” meeting to occur
  - Directors A and B are unknowing participants in a Brown Act violation
  - This can occur in person, via telephone, or via electronic communications

# STAFF ANALYSIS/EVALUATION

## *Brown Act Pitfalls*

- **Intra-Board email or text communications**
  - Director A sends a message to the entire Board about an issue
    - So far, this is multiple two-member communications; no Brown Act violation
  - Director B “replies all” with his thoughts
  - Directors C, D, and E know the views of a majority of the legislative body
  - An unauthorized Brown Act meeting has occurred
  - This can occur during an authorized public meeting

# STAFF ANALYSIS/EVALUATION

## *Brown Act Pitfalls*

- Public electronic communications
  - Online news site
    - Director A submits a comment on an EID story
    - Director B reads comment, adds his own
    - Director C does the same
    - Although in public, not a noticed and agendized meeting
  - Email “blasts”
    - Director A emails a large group
    - Recipient forwards message to Directors B and C, who reply
    - Recipient forwards or reports replies to Director A
    - Unauthorized meeting, regardless of B and C’s intent
  - Scenarios arise as new communication modes appear

# STAFF ANALYSIS/EVALUATION

## *Practices to Avoid*

- Never discuss an item of agency business with two other directors, except at a meeting
  - Together **or separately**
  - Directly **or indirectly** (through a person or technology)
- “Quarantine” after one director-to-director communication on an issue
  - One director-to-director communication is all
  - Neither should initiate **or accept** a communication with a third director on that topic, except at a meeting
- Don't turn employees into hubs
  - Never ask or allow employees to reveal discussions with another director on an issue
- No private communications during public meetings



# STAFF ANALYSIS/EVALUATION

## *Practices to Adopt*

- Before any director-to-director communication on an issue:
  - Ascertain whether the other Director has already knows (directly or indirectly) of a third Director's view
  - If not, go ahead, but mutually commit not to communicate with other directors, except at a meeting
- In constituent meetings, caution the constituent not to disclose the content of any other director communications, or to pass yours on
- Avoid electronic communications to a majority of directors
- Use "bcc" to send any email to more than one other director
  - "bccs" do not receive a "reply all" message

# STAFF ANALYSIS/EVALUATION

## *CPRA Basics*

- CPRA sets minimum standards for access to public records
- Exceptionally broad definition of “public record”
  - Any **writing** containing information relating to the conduct of the public’s business **prepared, owned, used, or retained** by any state or local agency regardless of physical form or characteristics
  - A “writing” is virtually any tangible or electronic document, image, or sound, in any format

# STAFF ANALYSIS/EVALUATION

## *CPRA Basics*

- *City of San Jose v. Superior Court* (2017) 2 Cal.5th 608. The *City of San Jose* case involved a CPRA request for disclosure of public records contained on the private voicemails, e-mails, and text messages of the mayor and ten city council members of the City of San Jose. Despite such records being contained on personal accounts or personal devices, the Court ruled that ***when a city employee or officer uses a personal account to communicate about the conduct of public business, those writings may be considered public records subject to disclosure under the CPRA.***

# STAFF ANALYSIS/EVALUATION

## *CPRA Basics*

- Any member of the public may inspect or copy any public record
  - Subject to reasonable conditions that allow an agency to continue functioning
  - Subject to dozens of specific exemptions from disclosure
  - Subject to “catch-all” exemption: agency demonstrates that the public interest in not disclosing the record **substantially outweighs** the public interest in disclosure
- If only part of a record is exempt, the agency may redact the exempt content and must disclose the rest

# STAFF ANALYSIS/EVALUATION

## *CPRA Basics*

- Initial response to a request: generally have 10 days to state whether or not responsive records exist and will be produced
- Also, a duty to help requestor focus overly broad or vague requests
- No duty to create records that don't already exist

# STAFF ANALYSIS/EVALUATION

## *CPRA Basics*

- Requests are often very burdensome, but cost recovery is strictly limited
  - No charge for inspection, even under supervision
    - Reasonable timing, other restrictions are allowed
  - If the request is for copies of the records
    - No charge for research, compiling, reviewing, redacting, replacing
    - May only charge for the direct costs of copying

# STAFF ANALYSIS/EVALUATION

## *CPRA Pitfalls*

- Like a Brown Act “meeting,” CPRA “public record” definition creates legal pitfalls
- Ownership of consultant documents
  - PSAs often have broad boilerplate language creating agency ownership of all documents, even if the agency never receives them (“constructive possession” renders all of the consultant’s papers public records)

# STAFF ANALYSIS/EVALUATION

## *CPRA Pitfalls*

- **Private electronic devices and accounts**
  - If email, voice mail, texts, etc. on any Board members' private devices or accounts address agency business, they are public records
  - Even if the agency does not own or control the devices or servers on which they are kept
  - Even if they are mixed with the person's private records
  - Agency must obtain, sort/redact, and disclose them



# STAFF ANALYSIS/EVALUATION

## *Practices to Adopt*

- **Limit ownership of consultant records**
  - Only records actually received by the agency
  - District has amended its contract form language
- **Use only official agency email accounts and devices to communicate about agency business**
  - Immediately forward records received on private devices or accounts to the official location before reviewing
- **Don't use official devices or accounts for personal communications**
  - Keep as strict a separation as possible between the public and the personal

# BOARD DECISION / OPTIONS

- **None. Information item only.**

## EL DORADO IRRIGATION DISTRICT

**Subject:** Review of Administrative Regulation (AR) 1080 – Resale of Water or Wastewater Service and associated policies and regulations.

### **Previous Board Action**

November 11, 2006 – Board adopted Board Policy 9020 – Establishing New Service

### **Board Policies (BP), Administrative Regulations (AR) and Board Authority**

BP 9020 Establishing New Service – The District provides drinking water, recycled water, and wastewater services to residential, municipal, commercial, industrial, and agricultural customers within the District’s service area. These services are subject to the provisions of all Board Policies and applicable Administrative Regulations and to the payment of appropriate rates, fees, deposits, and charges.

AR 1080 Resale of Water or Wastewater Service – No retail customer shall enter into any contract or agreement to resell any portion of the water or wastewater service to which he or she is entitled without the specific authorization of the Board.

The owner of a mobile home park, trailer park, apartment building, or other multi-unit structure or development may install a separate meter for each unit and may supply water purchased from the District to occupants of each such unit under the following conditions:

- a) the rate charged shall not exceed the commodity rate charged by the District during the same period;
- b) the District has the right to examine books and records of the property owner, upon reasonable notice, to ensure that the amount charged does not exceed the limits of these Policies; and
- c) the property owner shall comply with all state, federal, and local provisions of law applicable to the sale, distribution, and use of water.

AR 9026 Water Meters – All delivered water will be measured by appropriate metering devices as determined by the District. Meters will be installed in full compliance with the District’s Board Policies, Administrative Regulations, Water, Sewer and Recycled Water Design & Construction Standards, and payment of all appropriate connection charges.

At the time of application, the customer is responsible for selecting the appropriate meter size for the service being requested and for applying for a change in meter size if needs change over time. The District may reevaluate the meter installation and require a different size or type meter based on historic use or flow restrictions.

For community property, one meter may be installed to serve a parcel of land owned by a home owner’s association, such as a condominium, planned unit development or mobile home park, subject to a responsible entity entering into a contract with the District regarding payment of fees and conditions of service.

AR 9051 Billing – All accounts will remain in the property owner’s name. Property owners may request that a bill be mailed in care of a tenant or renter, providing the District receives a completed Owner/Tenant Agreement. This agreement does not release the property owner from responsibility for any unpaid charges.

AR 9025 Authorized Use of Water – The sole use of water furnished by the District shall be on the parcel that is specified in the customer’s application for service. Water furnished by the District to a residential premise may not be resold (for example, multiple dwellings on a master meter), except by the City of Placerville.

### **Summary of Issue**

After several members of the public brought up concerns on how mobile home parks are being billed for their water and wastewater service during public comment at a recent Board meeting, the Board directed staff to provide details on how these services are billed and present that information at a future Board meeting.

### **Background**

In 2010 and 2011, the District performed a Cost of Services Study (COS Study). The recommendations were presented to the Board and public during our November 14, 2011 Board meeting. The Board directed staff to accept the COS Study results and prepare the Proposition 218 (Prop 218) notice to implement the study results. Subsequently, in February 2012, the District issued the Prop 218 notice for the recommended rate increases and rate structure adjustments for all services based on the COS Study, which included changing from a 30/70 base vs. consumption allocation to a 50/50 base vs. consumption allocation. On March 26, 2012 the Board held a special meeting and public hearing to consider the proposed rate changes and increases, and the Board approved the rate changes. The adopted rates and structure went into effect April 1, 2012.

Prior to 2012, multi-family accounts were billed base charges for water and sewer on a per residential unit basis. The water per unit charge for multi-family accounts was about half the amount of the typical base charge for a standard residential base charge, the sewer per unit charge was the full amount of a typical base charge for a standard residential base charge.

After the COS Study rates were implemented, the multi-family water base charges were set based on the meter size and the sewer base charge was drastically reduced from \$81.20 to \$32.06 per unit, no longer paying the same as the residential base charge but still billed on a per unit basis.

Usage & commodity charges were also reduced for multi-family rates after the COS Study. Instead of tiered rates the water usage remained a uniform rate. The commodity rate for the sewer winter quarter average calculation was reduced for multi-family, as it was previously the same as the single family residential sewer rate. See Attachment A for rate history.

### **Staff Analysis/Evaluation**

The rates charged to a multi-family property depend on how the property owner/developer chose to set up the service, either as a master metered property or as an individually metered property. District staff does not direct how service will be purchased for multi-family developments. The developer makes the decision as to whether or not the property will be master metered or individually metered.

Once the service(s) are purchased, the account(s) is set up in the name of the property owner (Owner) at the appropriate rate based on how the service was purchased.

If the Owner purchased as a master meter, the account is set up at the multi-family rate. Alternatively, if the owner purchased as individual meters the accounts are set up at the single-family rate.

Master metered accounts are set up in the legal property owner’s name and the bill will be sent directly the property owner or property management, if requested. It is then up to the property owner to recover the costs of the service. Some property owners have opted to install their own keep track meters to monitor and bill for usage. Those keep track meters are not read or maintained by the District.

Individually metered accounts are set up in the property owner’s name however, the owner or manager may submit an Owner Tenant Billing Agreement and have the tenants added to the account to receive bills directly from EID. Should the tenant fail to make the payment on-time the owner will receive a copy of any past due or disconnect notices that are issued, as the property owner ultimately remains responsible for billed services.

<b>Bill Example for 30 Unit Multi-Family Account with Water and Sewer with 1.5" Meter</b>			
Water Base Charge	1.5" Meter	\$ 166.41	
WA Usage Charge	48000 cf*	\$ 855.84	
Base Sewer Charge	\$37.13 per unit	\$ 1,113.90	
SW Commodity Charge	48000 cf*	\$ 1,533.60	
Estimated Bi-Monthly Bill		\$ 3,669.75	
<b>Estimated Per Unit Charge</b>		<b>\$ 122.33</b>	
*Based District Average of 1600 cf per unit			

<b>Bill Example for Single Family Residential Account with Water and Sewer</b>			
Water Base Charge	.75" Meter	\$ 61.68	
Usage Charge	1600 cf*	\$ 23.97	
Base Sewer Charge		\$ 75.59	
SW Commodity Charge	1600 cf*	\$ 65.18	
Estimated Bi-Monthly Bill		\$ 226.42	

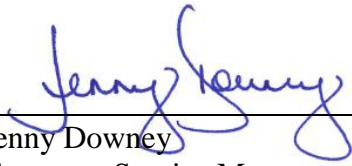
Currently the District has 956 accounts classified as multi-family with water service and 129 of those also have sewer service. For billing purposes it is not necessary for the District to separate or identify which accounts are for residential properties with more than one home, apartment complexes, condominiums, or mobile home parks.

**Board Discussion/Options**

Information Item – No action required.

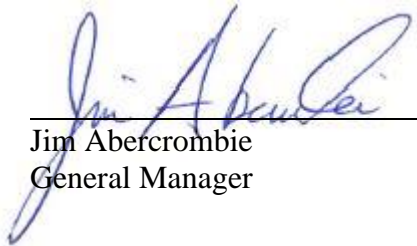
**Support Documents Attached**

Attachment A: Single Family and Multi-Family Rate History

  
\_\_\_\_\_  
Jenny Downey  
Customer Service Manager

  
\_\_\_\_\_  
Tony Pasquillo for  
Mark Price  
Finance Director

  
\_\_\_\_\_  
Elizabeth Zeeper for  
Brian Poulsen  
General Counsel

  
\_\_\_\_\_  
Jim Abercrombie  
General Manager

**Multi-Family Water Rates**

	1/1/2012	4/1/2012	1/1/2013	1/1/2014	2/1/2016	1/1/2017	1/1/2019
<b>Per Unit Base</b>	\$13.46						
<b>Meter Size Base</b>							
<b>5/8" &amp; 3/4"</b>		\$49.96	\$55.46	\$58.23	\$61.14	\$62.97	\$64.86
<b>1"</b>		\$73.76	\$81.87	\$85.96	\$90.26	\$92.97	\$95.76
<b>1.5"</b>		\$128.17	\$142.27	\$149.38	\$156.85	\$161.56	\$166.41
<b>1.5" Turbo</b>		\$151.97	\$168.69	\$177.12	\$185.98	\$191.56	\$197.31
<b>2" &amp; 2" Turbo</b>		\$196.18	\$217.76	\$228.65	\$240.08	\$247.28	\$254.70
<b>3"</b>		\$379.80	\$421.58	\$442.66	\$464.79	\$478.73	\$493.09
<b>3" Turbo</b>		\$413.80	\$459.32	\$482.29	\$506.40	\$521.59	\$537.24
<b>4"</b>		\$483.82	\$648.04	\$680.44	\$714.46	\$735.89	\$757.97
<b>4" Turbo</b>		\$730.04	\$810.34	\$850.86	\$893.40	\$920.20	\$947.81
<b>6"</b>		\$1,148.28	\$1,274.59	\$1,338.32	\$1,405.24	\$1,447.40	\$1,490.82
<b>6" Turbo</b>		\$1,374.01	\$1,525.15	\$1,601.41	\$1,681.48	\$1,731.92	\$1,783.88
<b>Usage Rate in CF</b>							
<b>Uniform Tier</b>	\$.01500	\$.01374	\$.01525	\$.01601	\$.01681	\$.01731	\$.01783

**Single Family Water Rates**

	1/1/2012	4/1/2012	1/1/2013	1/1/2014	2/1/2016	1/1/2017	1/1/2019
<b>Meter Size Base</b>							
<b>5/8" &amp; 3/4"</b>	\$27.18	\$47.50	\$52.73	\$55.37	\$58.14	\$59.88	\$61.68
<b>1"</b>	\$31.56	\$69.58	\$77.23	\$81.09	\$85.14	\$87.69	\$90.32
<b>1.5"</b>	\$36.65	\$120.05	\$133.26	\$139.92	\$146.92	\$151.33	\$155.87
<b>Usage Rate in CF</b>							
<b>0-1500</b>	\$.01374						
<b>1500-4500</b>	\$.01659						
<b>4500 &lt;</b>	\$.01945						
<b>0-1800</b>		\$.01154	\$.01281	\$.01345	\$.01412	\$.01454	\$.01498
<b>1800-4500</b>		\$.01393	\$.01546	\$.01623	\$.01704	\$.01755	\$.01808
<b>4500 &lt;</b>		\$.01633	\$.01813	\$.01904	\$.01999	\$.02059	\$.02121

**Multi-Family Sewer Rates**

	1/1/2012	4/1/2012	1/1/2013	1/1/2014	1/1/2017	1/1/2019
<b>Per Unit</b>	\$81.20	\$32.06	\$33.66	\$35.34	\$36.40	\$37.30
<b>Commodity Rate in CF</b>	\$.03043	\$.02758	\$.02896	\$.03041	\$.03132	\$.03195

**Single Family Sewer Rates**

	1/1/2012	4/1/2012	1/1/2013	1/1/2014	1/1/2017	1/1/2019
<b>Base</b>	\$81.20	\$65.26	\$68.52	\$71.95	\$74.11	\$75.59
<b>Commodity Rate in CF</b>	\$.03043	\$.03517	\$.03693	\$.03878	\$.03994	\$.04074

# Information Item

Review Administrative Regulation 1080 – Resale of Water  
or Wastewater Service



# Previous Board Action

- November 11, 2006 – Board adopted Board Policy 9020  
– Establishing New Service

# Board Policies (BP) and Administrative Regulations (AR)

- BP 9020 – Establishing New Service
- AR 1080 – Resale of Water or Wastewater Service
- AR 9026 – Water Meters
- AR 9051 – Billing
- AR 9025 – Authorized Use of Water

# Summary of Issue

- Director Dwyer requested that staff prepare an information item regarding the District's mobile home park billing structures

# Background

- 2011 Cost of Services Study performed
- 2012 Proposition 218 issued
- April 1, 2012 Adopted rates and billing structures implemented
  - Base vs Consumption allocation changed from 30/70 to 50/50
  - Multi-family water base charge changed from per unit to meter size
  - Multi-family sewer base charge reduced substantially (\$81.20 to \$32.06) – no change to per unit

# Staff Analysis and Evaluation

- Multi-family types
  - Residential with more than one home
  - Apartment complexes
  - Condominiums
  - Mobile home parks
- Rate is established based on how service is purchased which is determined by developer/property owner
  - Master metered
    - developer/property owner may choose private keep track meters
  - Individually metered

# Staff Analysis and Evaluation

- Bills are sent to property owner
  - If individually metered, owner can assign tenant to account with Owner Tenant Agreement
  - Property owners are ultimately responsible for all billed services
- Accounts classified as multi-family
  - 956 accounts
  - 129 of those include sewer

# Bill Example/Comparison

Bill Example for 30 Unit Multi-Family Account with Water and Sewer with 1.5" Meter			
Water Base Charge	1.5" Meter	\$ 166.41	
WA Usage Charge	48000 cf*	\$ 855.84	
Base Sewer Charge	\$37.13 per unit	\$ 1,113.90	
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Bill Example for Single Family Residential Account with Water and Sewer			
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Estimated Bi-Monthly Bill		\$ 226.42	



# Discussion



## EL DORADO IRRIGATION DISTRICT

**Subject:** Update on status of the Tank 7 in-conduit hydroelectric project.

### **Previous Board Actions**

June 23, 2008 – The Board authorized a cost share agreement with the El Dorado County Water Agency for the El Dorado County Hydroelectric Option Plan.

August 10, 2009 – The Board adopted an energy policy statement and directed staff to amend Board Policy 8020 to incorporate the policy statement

August 24, 2009 – The Board awarded an engineering services contract to Domenichelli and Associates for the proposed Reservoir 7 and Reservoir 3 in-conduit hydroelectric projects.

March 11, 2013 – Board awarded a professional services contract to NLine Energy for the Tank 7 In-Conduit Hydroelectric Project.

March 10, 2014 – Board authorized an interconnection agreement with PG&E.

February 9, 2015 – Board reviewed status of in-conduit hydroelectric projects and requested a financial review of the Tank 7 In-Conduit Hydroelectric Project.

February 23, 2016 – Board received a financial status update for the Tank 7 In-Conduit Hydroelectric Project.

October 24, 2016 – Board awarded a construction contract to TCB Industrial, Inc.

July 24, 2017 – Board approved an inspection services contract amendment with Domenichelli and Associates for the Tank 7 In-Conduit Hydroelectric Project.

### **Board Policies (BP) Administrative Regulations (AR), and Board Authority**

BP 8010 Hydroelectric System Management – EID maintains and operates its hydroelectric generating facilities in a safe, efficient, and environmentally responsible manner, and in compliance with all applicable federal and state permits and regulations, the terms of the Federal Energy Regulatory Commission license, and all related agreements. Hydroelectric power generation shall be compatible with the District's consumptive water supply operations.

BP 8020, Additional Generation Opportunities – The District shall seek to augment its electric energy and capacity revenue stream, and/or reduce its operational energy expenses, by adding new generation facilities whenever they are economically viable.

It is the policy of the El Dorado Irrigation District that resources planning and infrastructure, including water and wastewater systems, emphasize renewable energy and energy efficiency toward a goal of energy independence for El Dorado County and its citizens.

## **Summary of Issue(s)**

The Tank 7 in-conduit hydroelectric project is substantially complete and went into operation in December 2018. This item presents an overview of the project.

## **Staff Analysis/Evaluation**

### **Background**

In 2008 EN2 Resources Inc. (EN2) and Domenichelli & Associates (D&A) prepared a hydroelectric study that was funded by the El Dorado County Water Agency (EDCWA) and the District. This study looked at potential sites within the District for hydroelectric power generation opportunities. From this report, the Tank 7 site was identified as a promising site for an in-conduit hydroelectric project.

In 2009 the District hired D&A to advance the project initially studied in the 2007 EN2 study through the development of 30 percent design to refine the analysis. In January of 2010 the District filed California Environmental Quality Act (CEQA) documentation. In July of 2010 the District received a System Impact Study from PG&E that estimated costs for the interconnection. In December of 2010 the District was granted a Conduit Exemption from the Federal Energy Regulatory Commission (FERC). However, due to a number of economic reasons the District elected to place the project on hold.

In 2012 the District hired NLine Energy (NLine) to reexamine the project and prepare a Hydroelectric Analysis. The analysis found that two or three fixed speed pump-as-turbines could capture a significant amount of the hydraulic energy at the site. In June of 2013 the District hired NLine to complete the Design of the Tank 7 In-Conduit Hydroelectric Project.

On October 24, 2016 the Board awarded a Construction Contract to TCB Industrial, Inc., and construction commenced in December 2016.

### **Overview**

The site has two Cornell turbines that can produce a combined total rated output of 445 kW with a combined total design flow of 24.15 cubic feet per second (cfs). The turbines were designed to have at least one turbine running year round depending on demands from the Reservoir A water treatment plant. The flow at the site fluctuates throughout the year with more flow during the higher demand summer months and less flow during the low demand winter months. As the flow changes, the site programming brings the correct turbine(s) on to maximize power production at the site.

The site has a Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) agreement with PG&E. The energy generated at the Tank 7 in-conduit hydroelectric facility will provide bill credits for electricity usage at the Reservoir 7 turbine building and the El Dorado Hills raw water pump station through the RES-BCT tariff. Annual revenue, in the form of reduced electrical bills, is estimated to be over \$200,000.

An updated financial summary to reflect total project costs is provided below:

Tank 7 In-Conduit Hydroelectric Project	
Hydrostation Capacity (kW)	484
Estimated Annual Generation (kWh)	1,853,000
Estimated Annual Revenue	\$215,000
Total Project Cost	\$3,384,816
Annual O&M Costs	\$7,000
Standby Charges	\$9,000
30-year Gross Savings	\$3,172,000
30-year NPV	\$1,146,000
Payback (years)	19.4

**Board Decisions/Options**

Information Only – No action required

**Support Documents Attached**

None



Kailee Delongchamp, E.I.T.  
Associate Engineer



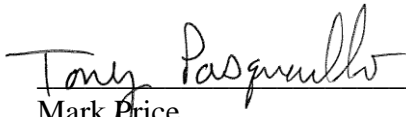
Radenko Odzakovic  
Drinking Water Operations Manager



Elizabeth D. Wells, P.E.  
Engineering Manager



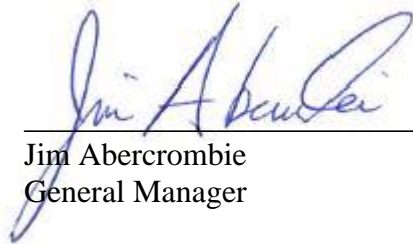
Brian Mueller, P.E.  
Engineering Director



Mark Price for  
Finance Director



Dan Corcoran  
Operations Director



Jim Abercrombie  
General Manager

# Tank 7 In-Conduit Hydroelectric

Information Item  
13013.01

January 14, 2019



# Previous Board Action

- June 21, 2008 – The Board Authorized a cost share agreement with the El Dorado County Water Agency for the El Dorado County Hydroelectric Option Plan.
- August 10, 2009 – The Board adopted an energy policy statement and directed staff to amend Board Policy 8020 to incorporate the policy statement.

# Previous Board Action Cont.

- August 24, 2009 – Board awarded an engineering services contract to Domenichelli and Associates.
- March 11, 2013 – Board awarded a professional services contract to NLine Energy for the Design on the Tank 7 In-Conduit Hydroelectric Project.
- March 10, 2014 – Board authorized an interconnection agreement with PG&E.

# Previous Board Action Cont.

- February 9, 2015 – Board reviewed status of in-conduit hydroelectric projects and requested a financial review of the Tank 7 In-Conduit Hydroelectric Project.
- February 23, 2016 – Board received a financial status update for the Tank 7 In-Conduit Hydroelectric Project.
- May 23, 2016 – Board received a Power Mitigation Project Alternatives Update (Project Number 15032) including the Tank 7 In-Conduit Hydroelectric Project.



# Previous Board Action Cont.

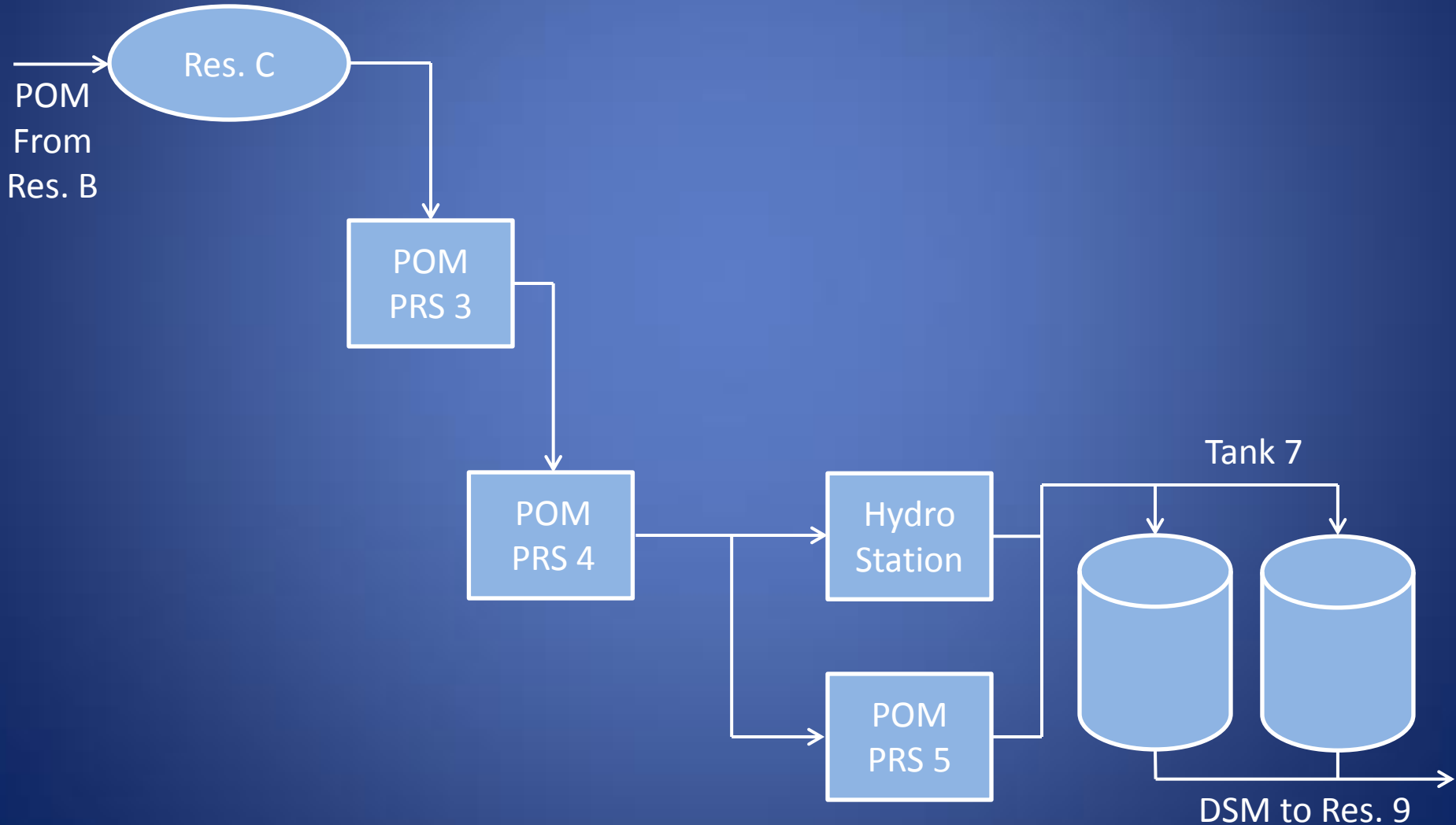
- October 24, 2016 – Board awarded a Construction Contract to TCB Industrial.
- July 24, 2017 – Board approved an inspection services contract amendment with Domenichelli & Associates.

# Board Policies

BP 8020, Additional Generation Opportunities – The District shall seek to augment its electric energy and capacity revenue stream, and/or reduce its operational energy expenses, by adding new generation facilities whenever they are economically viable.

It is the policy of the El Dorado Irrigation District that resources planning and infrastructure, including water and wastewater systems, emphasize renewable energy and energy efficiency toward a goal of energy independence for El Dorado County and its citizens

# Tank 7 In-Conduit Hydroelectric Station Design



# Updated Pro-Formas

Tank 7 In-Conduit Hydroelectric Project	
Hydrostation Capacity (kW)	484
Estimated Annual Generation (kWh)	1,853,000
Estimated Annual Revenue	\$215,000
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Standby Charges	\$9,000
30-year Gross Savings	\$3,172,000
30-year NPV	\$1,146,000
Payback (years)	19.4

# Current Project Status

## Items Complete:

- Building Construction
- Turbine & Pipe Installation
- Pre-Parallel Inspection
- Turbine Testing
- Turbine Start Up

## Work In Progress:

- Programming Punch List
- Electrical Punch List
- Training
- As-Built Drawings











# District Personnel

- Radenko Odzakovic
- Kurt Mikkola
- Bill Petterson
- Boyd Haycock
- Dave Constancio
- Emil Hickman
- Kenny Jahn
- Patrick Preach
- Zach Guthmiller
- Ales Volcansek
- Phil Houseworth
- Mitch Wydeveld
- Charlie VandenBos
- Kailee Delongchamp

# Questions