

SOUTH TAHOE PUBLIC UTILITY DISTRICT
REGULAR BOARD MEETING AGENDA
Thursday, June 18, 2026 - 2:00 p.m.
District Board Room
1275 Meadow Crest Drive, South Lake Tahoe, California

Joel Henderson, Director
Nick Haven, Vice President

BOARD MEMBERS
Shane Romsos, President

Kelly Sheehan, Director
Nick Exline, Director

Paul Hughes, General Manager

Andrea Salazar, Chief Financial Officer

1. **CALL TO ORDER REGULAR MEETING – PLEDGE OF ALLEGIANCE** (At this time, please silence phones and other electronic devices so as not to disrupt the business of the meeting.)
2. **COMMENTS FROM THE PUBLIC** (This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the District. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted five minutes, subject to modification by the Board President.)
3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR** (For purposes of the Brown Act, all Action and Consent items listed give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.)
4. **ADOPTION OF CONSENT CALENDAR** (Any item can be removed to be discussed and considered separately upon request. Comments and questions from members of the public, staff or Board can be taken when the comment does not necessitate separate action.)
5. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION**
6. **ITEMS FOR BOARD ACTION**
 - a. 2025 Urban Water Management Plan and Water Shortage Contingency Plan Adoption (John Sheridan, Operations Supervisor)
(1) Hold a Public Hearing at 2:01 p.m. to receive public comments regarding the District's 2025 Urban Water Management Plan and Water Shortage Contingency Plan updates; and (2) Adopt Resolution No. 3336-26 approving the 2025 Urban Water Management Plan and Water Shortage Contingency Plan.
 - b. 2026 Pioneer Trail Waterline Project - Rebid (Trevor Coolidge, Senior Engineer)
(1) Adopt Addenda to the 2026 Pioneer Trail Waterline Project - Rebid Design Plans and Specifications pursuant to Government Code 830.6; (2) Find minor irregularities in the bid from Vinciguerra Construction, Inc. to be immaterial and waive immaterial irregularities; and (3) Award the Contract for the 2026 Pioneer Trail Waterline Project – Rebid to the lowest responsive, responsible bidder, Vinciguerra Construction, Inc., in the amount of \$5,900,000.

- c. Bijou Pump Station Rehabilitation Project
(Trevor Coolidge, Senior Engineer)
(1) Approve the additional Scope of Work for Water Systems Consulting, Inc. to complete design services for the Bijou Pump Station Rehabilitation Project; and (2) Authorize the General Manager to execute Amendment B to Task Order No. 2 with Water Systems Consulting, Inc. in the amount of \$381,697.
 - d. Acquisition of 936 Tanglewood Drive
(Mark Seelos, Water Resources Manager)
(1) Approve purchase of 936 Tanglewood Drive (El Dorado County Assessor's Parcel Number 31-313-017) in the amount of \$425,000; and (2) Authorize the General Manager to execute the associated real estate transaction documents.
 - e. Sunset and Tanglewood Well Drilling Project
(Mark Seelos, Water Resources Manager)
(1) Find minor irregularities in the bid from Zim Industries to be immaterial, and waive minor irregularities; and (2) Award the Project to the lowest responsive, responsible bidder, Zim Industries, in the amount of \$2,268,900.
 - f. Sunset and Tanglewood Well Drilling Project
(Mark Seelos, Water Resources Manager)
(1) Approve the Scope of Work from Montgomery & Associates to provide hydrogeological support, specialty inspection services, and construction management services for the Sunset and Tanglewood Well Project; and (2) authorize the General Manager to execute Task Order No. 3 with Montgomery & Associates in the amount of \$328,645.
 - g. Indian Creek Reservoir Nutrient Management Project
(Mark Seelos, Water Resources Manager)
(1) Approve the Scope of Work from Stillwater Sciences to provide planning, permitting, and monitoring services for the Indian Creek Reservoir Nutrient Management Project; and (2) Authorize the General Manager to execute Task Order No. 3 with Stillwater Sciences in the amount of \$160,823.
 - h. Quality Control Officer Full-Time Position
(Dan Arce, Laboratory Director)
Approve the addition of a new full-time position by converting the current Laboratory Quality Control Officer from a part time/temporary position to a full-time/permanent position.
7. **STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS** (Discussions may take place; however, no action will be taken.)
8. **BOARD MEMBER REPORTS** (Discussions may take place; however, no action will be taken.)
9. **STAFF/ATTORNEY REPORTS** (Discussions may take place; however, no action will be taken.)
- a. Sewer Lateral Air Tests (Ryan Lee, Customer Service Manager)
10. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)

11. NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**Past Meetings/Events**

06/04/2026 – 2:00 p.m. Regular Board Meeting at the District
06/09/2026 – 3:30 p.m. Operations Committee Meeting at the District
06/10/2026 – 10:00 a.m. El Dorado Water Agency Meeting in Placerville

Future Meetings/Events

06/19/2026 – Juneteenth Holiday – District Offices Closed
07/02/2026 – Regular Board Meeting at the District

- 12. ITEMS FOR CLOSED SESSION** (The Board will adjourn to Closed Session to discuss items identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed – three minute limit, subject to modification by the Board President.)
- a. Pursuant to Section 54956.9(d)(1) of the California Government code, Closed Session may be held for conference with legal counsel regarding existing litigation: Yolo County Superior Court Case CV 2021-1686, Alpine County vs. South Tahoe Public Utility District; et al.
 - b. Pursuant to Government Code Section 54957(b)(1) consider the appointment of a public employee. Provide staff with recruitment direction.

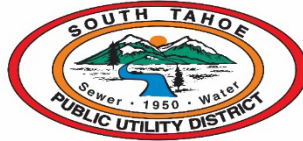
ADJOURNMENT (The next Regular Board Meeting is Thursday, July 2, 2026, at 2:00 p.m.)

The South Tahoe Public Utility District Board of Directors regularly meets the first and third Thursday of each month. A complete Agenda packet is available for review at the meeting and at the District office during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. A recording of the meeting is retained for 30 days after Minutes of the meeting have been approved. Items on the Agenda are numbered for identification purposes only and will not necessarily be considered in the order in which they appear. Designated times are for particular items only. Public Hearings will not be called to order prior to the time specified, but may occur slightly later than the specified time.

Public participation is encouraged. Public comments on items appearing on the Agenda will be taken at the same time the Agenda items are heard; comments should be brief and directed to the specifics of the item being considered. Please provide the Clerk of the Board with a copy of all written materials presented at the meeting. Comments on items not on the Agenda can be heard during "Comments from the Audience;" however, action cannot be taken on items not on the Agenda.

Backup materials relating to an open session item on this Agenda, which are not included with the Board packet, will be made available for public inspection at the same time they are distributed or made available to the Board, and can be viewed at the District office, at the Board meeting and upon request to the Clerk of the Board.

The meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District's public meetings. If particular accommodations are needed, please contact the Clerk of the Board at (530) 544-6474, extension 6203. All inquiries must be made at least 48 hours in advance of the meeting.



SOUTH TAHOE PUBLIC UTILITY DISTRICT
CONSENT CALENDAR
Thursday, June 18, 2026

ITEMS FOR CONSENT

a. 2027 RETURN ACTIVATED SLUDGE PUMP STATION REPLACEMENT PROJECT

(Brendan Cusick, Senior Engineer)

(1) Approve the proposed Scope of Work by Carollo Engineers, Inc. for 2027 Return Activated Sludge Building Rehabilitation; and (2) Authorize the General Manager to execute Task Order No. 34 with Carollo Engineers, Inc. in the amount of \$162,459.

b. 2026/2027 BULK SODIUM HYPOCHLORITE SUPPLIES

(Aaron Buckman, Manager of Plant Operations and Phil Trella, Chief Plant Operator)

(1) Award Contract for Fiscal Year 2026/2027, for the bulk supply of Sodium Hypochlorite, to Olin Corporation dba Olin Chlor Alkali Products, at a unit price of \$3.045 per gallon, for an estimated annual amount of *\$352,302.42 including sales tax and U.S. Superfund Excise Tax Surcharge; and (2) Utilize Exception No. 4 of the District's Purchasing Policy for this purchase.

c. 2026/2027 12.5% SODIUM HYPOCHLORITE DRUM SUPPLIES

(Chris Stanley, Field Operations Manager, Jeremy Rutherford, Field Operations Mechanical Technician Supervisor)

(1) Award Contract for Fiscal Year 2026/2027 for the supply of 30-gallon drums of 12.5% Sodium Hypochlorite to Thatcher Company of Nevada, Inc. at a unit price of \$9.50 per gallon for an estimated annual amount of *\$71,250, exclusive of sales tax; and (2) Utilize Exception No. 4 of the District's Purchasing Policy for this purchase.

d. 2026/2027 12.5% SODIUM HYPOCHLORITE TOTE SUPPLIES

(Chris Stanley, Field Operations Manager, Jeremy Rutherford, Field Operations Mechanical Technician Supervisor)

(1) Award Contract for Fiscal Year 2026/2027 for the supply of 12.5% Sodium Hypochlorite totes to Thatcher Company of Nevada, Inc. at a unit price of \$8.50 per gallon for an estimated annual amount of *\$63,750, exclusive of sales tax; and (2) Utilize Exception No. 4 of the District's Purchasing Policy for this purchase.

e. CALPERS REQUIRED PAY LISTING BY POSITION

(Greg Dupree, Accounting Manager)

Adopt Resolution No. 3337-26 which incorporates the Pay Listing by Position for the Pay Listing effective June 4, 2026.

f. SEWER AND WATER ENTERPRISE 2026/2027 APPROPRIATIONS SUBJECT TO LIMITATION

(Greg Dupree, Accounting Manager)

Adopt Resolution No. 3338-26 setting the limitation on Appropriations for Fiscal Year 2026/2027.

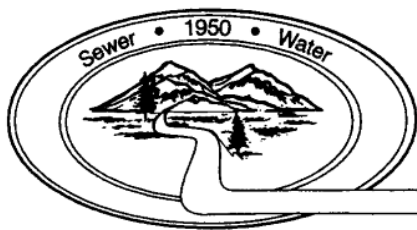
g. RECEIVE AND FILE PAYMENT OF CLAIMS (Greg Dupree, Accounting Manager)

Receive and file Payment of Claims in the amount of \$2,025,064.43.

h. REGULAR BOARD MEETING MINUTES: June 4, 2026

(Shannon Chandler, Admin Analyst/Assistant Clerk of the Board)

Approve June 4, 2026, Minutes.



South Tahoe Public Utility District

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Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 4a

TO: Board of Directors

FROM: Brendan Cusick, Senior Engineer

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: 2027 Return Activated Sludge Pump Station Replacement Project

REQUESTED BOARD ACTION: (1) Approve the proposed Scope of Work by Carollo Engineers, Inc. for 2027 Return Activated Sludge Building Rehabilitation; and (2) Authorize the General Manager to execute Task Order No. 34 with Carollo Engineers, Inc. in the amount of \$162,459.

DISCUSSION: On September 7, 2023, the Board approved the proposed Scope of Work from Carollo Engineers, Inc. (Carollo) for engineering design services for the Return Activated Sludge (RAS) Pump Station Building Rehabilitation Project; and authorized the General Manager to execute Task Order No. 30 to the Master Services Agreement with Carollo for preliminary design tasks, including development of an Alternatives Analysis Technical Memorandum. On October 19, 2023, the Board approved Amendment A to Carollo's Task Order which authorized Task 2.2 Site Investigations. Task Order Amendment B was authorized on March 7, 2024, for design scope tasks associated with developing a Basis of Design Report (30% design), 60% and 90% design documents. Task Order Amendment C was authorized on February 6, 2025, for District-initiated adjustments to the previously approved design scope.

Carollo's proposed Scope of Work includes professional engineering services for preparation of the final design, bidding documents and providing Bid Period Services for the RAS Pump Station Replacement Project at the Wastewater Treatment Plant. The services under this Task Order will encompass design from 90% through construction bidding services.

Project design elements include:

- New centralized Return Activated Sludge/Waste Activated Sludge Pump Station and Motor Controls Center Building;
- Seismic retrofit of the existing sludge pump station to maintain use of existing ancillary process equipment in the current location;

- Update design to meet 2025 California Building Code;
- Incorporate replacement of Transformers T3 and T4 due to postponement of Blowers Replacement Project;
- Rehabilitate existing miscellaneous concrete structures including the Mixed Liquor Splitter Box, Primary Clarifier Junction Box, and Aeration Basin Splitter Box structures. This shall include as needed concrete repair and replacement of equipment such as existing gates, valves, and supports.

Project bid, contract award, and Notice to Proceed for construction are anticipated to happen between August - December 2027. The final bid package is due to the District by August 1, 2027. Construction is anticipated to start in May 2028.

SCHEDULE: Design: July 2026 – August 2027; Bidding Services: Fall to Winter 2027

COSTS: \$162,459

ACCOUNT NO: 10.30.8479 (RASRHB)

BUDGETED AMOUNT AVAILABLE: Fiscal Year 2026 available budget \$116,989; additional budget is being allocated in Fiscal Year 2027

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Carollo Engineers, Inc. Scope of Work and Fee Estimate

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____

SCOPE OF WORK
SOUTH TAHOE PUBLIC UTILITY DISTRICT
(STPUD)
AND
CAROLLO ENGINEERS, INC.
(CONSULTANT)

This Task Order is issued by the STPUD and accepted by CONSULTANT pursuant to the mutual promises, covenants and conditions contained in the Master Agreement between the above named parties dated the 4th day of May, 2017, in connection with Engineering Services for Final Design of the:

Return Activated Sludge (RAS) Pump Station Project
(Project)

Purpose

This scope of work includes professional engineering services for preparation of Bidding Documents and providing Bid Period Services for the RAS Pump Station Project at the wastewater treatment plant (WWTP) owned and operated by the South Tahoe Public Utility District (District).

An Alternatives Analysis was conducted and a new centralized RAS and WAS pumping station was selected as the preferred alternative. The services included herein will encompass design from 90 percent thru bidding services. The bid documents will be prepared for the District for the purpose of soliciting competitive bids for construction and executing a contract with the successful bidder.

Project design elements will include:

- New centralized RAS/WAS Pump Station and MCC Building.
- Seismic retrofit of the existing sludge PS to maintain use of existing ancillary process equipment in current location.
- Update design to meet 2025 CBC.
- Incorporate replacement of Transformers T3 and T4.
- Rehabilitate existing miscellaneous structures including the Mixed Liquor (ML) Splitter Box, Primary Clarifier Junction Box, and Aeration Basin Splitter Box structures. This shall include as needed concrete repair and replacement of equipment such as existing gates and supports.

The project schedule is dictated by the following:

- Project bid, contract award, and NTP for construction are anticipated to happen between August - December 2027. The final bid package is due to the District by August 1, 2027.

Scope of Services

Task 1 – Prepare Bid Documents

1.1 – Project Kick-off Workshop

CONSULTANT shall conduct an in-person workshop to review the project scope elements with STPUD staff and confirm the path to finalizing the bid documents. The workshop will review the 90% Design Documents and elements that will be changed or added.

1.2 – Prepare Bidding Documents and Cost Estimate

Final documents suitable for bidding will be prepared as well as a final opinion of probable construction costs (OPCC) and construction schedule.

Task 1 Assumptions:

- The design scope and associated fee estimate are based on the project elements identified above.
- It is assumed that the duration of the project will be 18 months from NTP to completion of bid period.
- Documents shall conform to the current codes at the time of bidding.
- District will print bid sets from electronic files provided by CONSULTANT.
- District will assume responsibility for all project permitting as necessary.
- District will assume responsibility for coordination with funding agencies.
- The kick-off meeting will be conducted in person and attended by the Project Manager, Project Engineer, and Lead Electrical Engineer. The kick-off meeting will be followed by a site visit to confirm any remaining items.

Task 1 Deliverables:

- Final bid document submittal, including electronic files suitable for the District to print final bid sets and editable AutoCAD, Word, and Excel files for record purposes (no hard copies).
- Final OPCC.
- Final construction schedule.

Task 2 – Bidding Services

2.1 – Attend Pre-bid Conference

CONSULTANT Project Engineer will attend the pre-bid conference and assist with describing the project and answering general questions that do not require technical interpretation. CONSULTANT Project Engineer will also attend a site walk with the bidders and District. Questions from bidders during the site walk will not be answered during the site walk, and bidders will be advised that only written questions from bidders will be answered, per Task 2.2.

2.2 – Answer Bid Questions and Prepare Addenda

CONSULTANT will answer bid questions directed to the CONSULTANT by the District and prepare addenda as required.

2.3 – Prepare Conformed Contract Documents

Conformed Contract Documents will be prepared utilizing the addenda and delivered to the District within 4 weeks of bid opening.

Task 2 Assumptions:

- District will advertise for bids and distribute bid documents and addenda.
- Up to 3 addenda will be issued.
- Analysis and resolution of bid protests, if required, is not included in this scope of services.
- Only one solicitation of bids is included in this scope of services.

Task 2 Deliverables:

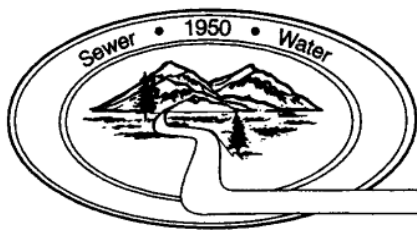
- Addenda as required.
- Conformed Contract Documents including electronic files suitable for the District to print final bid sets and editable AutoCAD, Word, and Excel files for record purposes (no hard copies).

ESTIMATED ENGINEERING HOURS AND COSTS

South Tahoe Public Utility District
Engineering Services for RAS Pump Station Building Rehabilitation
Bid Documents and Bidding Services



TASK	S. Parker M. Zappone											R. Gutierrez			T. Stroud J. Warren		M. Hollenbaugh		K. Punyamurtula			H. Rismanchi		D. Robinson		OTHER DIRECT COSTS			COST SUMMARY	
	Principal- in-Charge QA/QC	Project Manager	Project Engineer	Architect	Staff Prof	Struct Engr	Electrical Engr	Instrument Engr	Senior CAD Tech	Graphics/ CAD Tech	Clerical Support	Subtotals		PECE	Subconsultants	Sub- consultant Markup	Misc. Costs and Printing	Travel \$/mi	Total ODCs	Total Cost										
	2026 Fee Schedule Column	1	2	3	4	5	6	7	8	9	10	11	Hours	Budget		\$17.00		5.0%			\$0.725	18	19	20						
TASK 1 - PREPARE BID DOCUMENTS																														
1.1 Project Kick-off Workshop	0	4	6	0	0	0	6	0	0	0	2	18	\$5,280	\$306	\$0	\$0	\$0	\$352	\$658	\$5,938										
1.2 Prepare Bidding Documents and Cost Estimate	7	13	44	12	72	50	40	20	27	97	18	400	\$100,140	\$6,800	\$0	\$0	\$0	\$0	\$6,800	\$106,940										
Task 1 Hours	7	17	50	12	72	50	46	20	27	97	20	418																		
Task 1 Budget	\$2,569	\$6,069	\$14,000	\$3,264	\$16,128	\$15,450	\$14,214	\$6,180	\$6,615	\$17,751	\$3,180		\$105,420	\$7,106	\$0	\$0	\$0	\$352	\$7,458	\$112,878										
TASK 2 - BIDDING SERVICES																														
2.1 Attend pre-bid conference	0	0	4	0	0	0	0	0	0	0	0	4	\$1,120	\$68	\$0	\$0	\$0	\$91	\$159	\$1,279										
2.2 Answer Bid Questions and Prepare Addenda	0	6	14	4	18	10	12	4	4	0	4	76	\$20,832	\$1,292	\$0	\$0	\$0	\$0	\$1,292	\$22,124										
2.3 Prepare Conformed Contract Documents	0	2	8	2	8	3	4	2	13	64	8	114	\$24,240	\$1,938	\$0	\$0	\$0	\$0	\$1,938	\$26,178										
Task 2 Hours	0	8	26	6	26	13	16	6	17	64	12	194																		
Task 2 Budget	\$0	\$2,856	\$7,280	\$1,632	\$5,824	\$4,017	\$4,944	\$1,854	\$4,165	\$11,712	\$1,908		\$46,192	\$3,298	\$0	\$0	\$0	\$91	\$3,389	\$49,581										
Tasks 1-3 Total Hours	7	25	76	18	98	63	62	26	44	161	32	612																		
Tasks 1-3 Total Budget	\$2,569	\$8,925	\$21,280	\$4,896	\$21,952	\$19,467	\$19,158	\$8,034	\$10,780	\$29,463	\$5,088		\$151,612	\$10,404	\$0	\$0	\$0	\$443	\$10,847	\$162,459										



South Tahoe Public Utility District

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Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 4b

TO: Board of Directors

FROM: Aaron Buckman, Manager of Plant Operations
Phil Trella, Chief Plant Operator

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: 2026/2027 Bulk Sodium Hypochlorite Supplies

REQUESTED BOARD ACTION: (1) Award Contract for Fiscal Year 2026/2027, for the bulk supply of Sodium Hypochlorite, to Olin Corporation dba Olin Chlor Alkali Products, at a unit price of \$3.045 per gallon, for an estimated annual amount of *\$352,302.42 including sales tax and U.S. Superfund Excise Tax Surcharge; and (2) Utilize Exception No. 4 of the District's Purchasing Policy for this purchase.

DISCUSSION: The District uses Sodium Hypochlorite for wastewater disinfection to comply with applicable waste discharge permit requirements. Deliveries are made in bulk shipments of approximately 49,000 net pounds.

The original Contract included four (4) one-year options to extend upon mutual agreement of the parties. Those extension options are no longer available. Accordingly, staff evaluated whether to issue a new competitive solicitation for Fiscal Year 2026/2027. Based on current industry pricing, market conditions, supplier reliability, and the need to ensure continuity of operations for a critical treatment chemical, staff determined that it is in the best interest of the District not to solicit new bids at this time.

The District would be utilizing Exception No. 4 of the District's Purchasing Policy: *When the Board of Directors or General Manager determines that due to special circumstances, it is in the District's best interest to purchase an item or enter into a contract without compliance with the bidding procedures i.e. competitive proposals would not be useful, would not produce an advantage or would be undesirable, impractical or impossible. Special Circumstances include, but are not limited to maintenance and inspection services and other situations where obtaining qualified bids is difficult, when there is limited number of qualified bidders, and/or where the type of services to be performed precludes the District from obtaining multiple bids.*

Staff reviewed the pricing offered by Olin Corporation dba Olin Chlor Alkali Products and found it to be fair and reasonable considering current market conditions. Staff also considered Olin's satisfactory performance history, the importance of maintaining a dependable supply chain for a critical compliance-related chemical, and transportation and market factors affecting available pricing.

For these reasons, staff recommends award of a Contract to Olin Corporation dba Olin Chlor Alkali Products for Fiscal Year 2026/2027 for the estimated amount of *\$352,302.42, including sales tax and U.S. Superfund Excise Tax Surcharge.

*The actual quantity and grand total may vary, but unit prices are firm.

This item has been reviewed by the Purchasing Manager.

SCHEDULE: July 1, 2026 through June 30, 2027

COSTS: \$352,302.42

ACCOUNT NO: 10.12.4755

BUDGETED AMOUNT AVAILABLE: \$335,000

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Quote from Olin Chlor Alkali; Local comparable pricing data sheet

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____



May 26, 2026

Aaron Buckman, Manager of Plant Operations
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96158
530-543-6241 Direct

Subject: **ANNUAL SUPPLY PROPOSAL – 12.5 WT% SODIUM HYPOCHLORITE**

Dear Mr. Buckman:

Following our recent discussions, Olin Corporation, for and on behalf of itself and its subsidiaries (“Olin”) is pleased to provide South Tahoe Public Utility District (“Buyer”) with our proposal to supply 12.5 wt% Sodium Hypochlorite to your South Tahoe Public Utility District Water Treatment Plant. Our proposal is outlined below:

PRODUCT & GRADE:	12.5 wt% Sodium Hypochlorite, meeting the West Coast Water Treatment Specification attached hereto as Addendum A						
QUANTITY:	100% of Buyer's requirements estimated to be 85,000 gallons per year, and not to exceed 125% of estimate in any contract year without Olin's prior approval.						
DELIVERY PERIOD:	07/01/2026 through 6/30/2027. Extensions upon mutual agreement						
PRICE & FREIGHT	<table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>Sodium Hypochlorite, 12.5%</u></td> <td></td> </tr> <tr> <td style="text-align: left;"><u>Min. delivered quantities</u></td> <td style="text-align: right;">2026/2027 Annual Pricing</td> </tr> <tr> <td style="text-align: center;">Full Truck Load</td> <td style="text-align: right;">\$3.045/gal + Applicable Taxes*</td> </tr> </table> <p>Note: Pricing is plus U.S. Superfund Excise Tax Surcharge (\$0.004/gal. for 12.5 wt% bleach)</p>	<u>Sodium Hypochlorite, 12.5%</u>		<u>Min. delivered quantities</u>	2026/2027 Annual Pricing	Full Truck Load	\$3.045/gal + Applicable Taxes*
<u>Sodium Hypochlorite, 12.5%</u>							
<u>Min. delivered quantities</u>	2026/2027 Annual Pricing						
Full Truck Load	\$3.045/gal + Applicable Taxes*						
CONTAINER:	Olin's provided Tank Truck						
ORIGIN:	Olin's Primary Shipping Point, Pittsburg, CA or other preferred shipping point						
DESTINATION:	Buyer's Water Treatment Plant in South Lake Tahoe, CA						
PAYMENT TERMS:	Net thirty (30) days from date of invoice						
ADDITIONAL PROVISIONS:	<ul style="list-style-type: none"> • This proposal is made subject to the execution by the parties of a sales contract in a form to be agreed. • Tank truck detention charges incurred at destination shall be for Buyer's account. • Product shipped shall meet Olin's specification at delivery, copy of which is attached. • Olin reserves the right to cancel this proposal at any time prior to mutual agreement and execution by the parties of a sales contract, and in any event this proposal may expire if sales contract is not executed by Buyer on or before the 30th day following the date hereof. 						

We trust the above meets with your approval. Should you require any assistance, or have any questions concerning this proposal, please feel free to contact us at your earliest convenience.

Yours truly,

Jason Cho

Jason Cho
Account Manager

Attachments: [West Coast Water Treatment Specification](#)

Sales Specification



12.5 wt% Sodium Hypochlorite Solution

West Coast Water Treatment Specification

Characteristics	Units	Min	Max
Sodium Hypochlorite, NaOCl	wt%	12.5	15.6
Available Chlorine	wt%	11.9	14.8
Total Alkalinity ¹	wt%	0.1	1.5
Chlorate (12.5% Basis) ²	ppm	N/A	3,570
Bromate (12.5% Basis) ²	ppm	N/A	39
Insolubles ¹	wt%	N/A	0.15
Iron, Fe	ppm	N/A	1.5
Nickel, Ni	ppm	N/A	0.1
Copper, Cu	ppm	N/A	0.1
Cobalt, Co	ppm	N/A	0.1
Sodium Hypochlorite, NaOCl	wt%	12.5	15.6
Available Chlorine	wt%	11.9	14.8

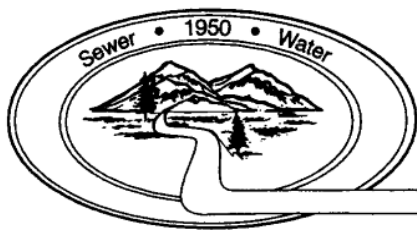
1 – Limit set to meet ANSI/AWWA B300-18

2 – Limit set to meet NSF/ANSI Standard 60

Meets the Following
ANSI/AWWA B300-18
Registered EPA Pesticide
Certified for the NSF/ANSI Standard 60 at a maximum use level of 84 mg/L

Olin Document Information		
<u>Specification No:</u> NaOCl-S4	<u>Issue Date:</u> 04/17/2025	<u>Sheet No.:</u> 1 of 1

CUSTOMER	PRODUCT	VOLUME	UOM	FROM	TO	PRICE (\$/gal)
City of Vacaville	12.5% HYPO	360,000	GALS	7/1/26	6/30/27	3.90
City of Petaluma	12.5% HYPO	200,000	GALS	7/1/26	6/30/27	3.90
City of Benicia	12.5% HYPO	100,000	GALS	7/1/26	6/30/27	3.90
City of Calistoga	12.5% HYPO	60,000	GALS	7/1/26	6/30/27	3.90
Vallejo Sanitation & Flood Control District	12.5% HYPO	220,000	GALS	7/1/26	6/30/27	3.90
City of Fairfield	12.5% HYPO	300,000	GALS	7/1/26	6/30/27	3.90
City of Davis	12.5% HYPO	180,000	GALS	7/1/26	6/30/27	3.90
City of Livermore	12.5% HYPO	260,000	GALS	7/1/26	6/30/27	3.51
Dublin San Ramon Services District	12.5% HYPO	370,800	GALS	7/1/26	6/30/27	3.51
Zone 7 Water Agency	12.5% HYPO	315,000	GALS	7/1/26	6/30/27	3.51
Central Contra Costa Sanitary District	12.5% HYPO	450,000	GALS	7/1/26	6/30/27	3.45
City of Antioch	12.5% HYPO	233,000	GALS	7/1/26	6/30/27	3.45
City of Brentwood	12.5% HYPO	150,000	GALS	7/1/26	6/30/27	3.45
City of Martinez	12.5% HYPO	55,000	GALS	7/1/26	6/30/27	3.45
City of Pinole (Pinole/Hercules WPCP)	12.5% HYPO	115,000	GALS	7/1/26	6/30/27	3.45
City of Pittsburg	12.5% HYPO	150,000	GALS	7/1/26	6/30/27	3.45
Contra Costa Water District	12.5% HYPO	600,000	GALS	7/1/26	6/30/27	3.45
Delta Diablo Sanitation District	12.5% HYPO	377,000	GALS	7/1/26	6/30/27	3.45
Diablo Water District	12.5% HYPO	7,500	GALS	7/1/26	6/30/27	3.45
Ironhouse	12.5% HYPO	8,000	GALS	7/1/26	6/30/27	3.45
Pleasant Hill Recreation & Park District	12.5% HYPO	4,700	GALS	7/1/26	6/30/27	3.45
Rodeo Sanitary District	12.5% HYPO	45,000	GALS	7/1/26	6/30/27	3.45
West County Wastewater District	12.5% HYPO	252,000	GALS	7/1/26	6/30/27	3.45
City of South San Francisco	12.5% HYPO	165,000	GALS	7/1/26	6/30/27	3.52
City of Daly City/North San Mateo County Sanitation	12.5% HYPO	135,000	GALS	7/1/26	6/30/27	3.52
City of Millbrae	12.5% HYPO	65,000	GALS	7/1/26	6/30/27	3.52
City of San Mateo	12.5% HYPO	350,000	GALS	7/1/26	6/30/27	3.52
Sewer Authority Mid-Coastside	12.5% HYPO	120,000	GALS	7/1/26	6/30/27	3.52
Carmichael Water District	12.5% HYPO	45,000	GALS	7/1/26	6/30/27	3.545
City of Roseville	12.5% HYPO	386,700	GALS	7/1/26	6/30/27	3.545
City of Sacramento	12.5% HYPO	192,000	GALS	7/1/26	6/30/27	3.545
City of Yuba City	12.5% HYPO	1,000	GALS	7/1/26	6/30/27	3.545
El Dorado Irrigation District	12.5% HYPO	305,000	GALS	7/1/26	6/30/27	3.545
Nevada Irrigation District	12.5% HYPO	45,000	GALS	7/1/26	6/30/27	3.545
Rancho Murieta Community Services District	12.5% HYPO	50,000	GALS	7/1/26	6/30/27	3.545
Sacramento County Water Agency	12.5% HYPO	200,000	GALS	7/1/26	6/30/27	3.545
City of Morgan Hill	12.5% HYPO	15,000	GALS	7/1/26	6/30/27	3.545
City of Sunnyvale	12.5% HYPO	320,000	GALS	7/1/26	6/30/27	3.545
City of Watsonville	12.5% HYPO	60,000	GALS	7/1/26	6/30/27	3.545
Pajaro Valley Water Management Agency	12.5% HYPO	55,000	GALS	7/1/26	6/30/27	3.545
San Jose - Santa Clara Regional Wastewater Facility	12.5% HYPO	1,040,000	GALS	7/1/26	6/30/27	3.545
Valley Water (Santa Clara Valley Water District)	12.5% HYPO	1,100,000	GALS	7/1/26	6/30/27	3.545
City of Stockton	12.5% HYPO	500,000	GALS	7/1/26	6/30/27	3.49
City of Turlock	12.5% HYPO	565,000	GALS	7/1/26	6/30/27	3.49
Stanislaus Regional Water Authority	12.5% HYPO	75,000	GALS	7/1/26	6/30/27	3.49
Alameda County Water District	12.5% HYPO	300,000	GALS	7/1/26	6/30/27	3.47
City of Hayward	12.5% HYPO	250,000	GALS	7/1/26	6/30/27	3.47
City of San Leandro	12.5% HYPO	215,000	GALS	7/1/26	6/30/27	3.47
Union Sanitary District	12.5% HYPO	900,000	GALS	7/1/26	6/30/27	3.47
Central Marin Sanitation Agency	12.5% HYPO	240,000	GALS	7/1/26	6/30/27	3.49
City of Mill Valley - Sewerage Agency of Southern Marin	12.5% HYPO	50,000	GALS	7/1/26	6/30/27	3.49
County of Sonoma	12.5% HYPO	28,800	GALS	7/1/26	6/30/27	3.49
Las Gallinas Valley Sanitary District	12.5% HYPO	160,000	GALS	7/1/26	6/30/27	3.49
Marin Municipal Water District	12.5% HYPO	220,000	GALS	7/1/26	6/30/27	3.49
Napa Sanitation District	12.5% HYPO	350,000	GALS	7/1/26	6/30/27	3.49
North Marin Water District	12.5% HYPO	3,200	GALS	7/1/26	6/30/27	3.49
Sanitary District No. 5 of Marin County	12.5% HYPO	10,705	GALS	7/1/26	6/30/27	3.49
Sausalito Marin City Sanitary District	12.5% HYPO	60,000	GALS	7/1/26	6/30/27	3.49
City of Napa	12.5% HYPO	240,000	GALS	7/1/26	6/30/27	3.90
City of St. Helena (Short Load Pricing for ≤ 4,000 gallons)	12.5% HYPO	21,000	GALS	7/1/26	6/30/27	4.345
City of West Sacramento	12.5% HYPO	100,000	GALS	7/1/26	6/30/27	3.90
City of Vallejo	12.5% HYPO	155,000	GALS	7/1/26	6/30/27	3.90
Solano Irrigation District	12.5% HYPO	32,000	GALS	7/1/26	6/30/27	3.90
Town of Yountville (Short Load Pricing for ≤ 4,000 gallons)	12.5% HYPO	20,000	GALS	7/1/26	6/30/27	4.345
City of American Canyon	12.5% HYPO	39,000	GALS	7/1/26	6/30/27	3.90
Tahoe-Truckee Sanitation Agency	12.5% HYPO	149,000	GALS	7/1/26	6/30/27	3.44



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 4c

TO: Board of Directors

FROM: Chris Stanley, Field Operations Manager
Jeremy Rutherford, Field Operations Mechanical Technician
Supervisor

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: 2026/2027 12.5% Sodium Hypochlorite Drum Supplies

REQUESTED BOARD ACTION: (1) Award Contract for Fiscal Year 2026/2027 for the supply of 30-gallon drums of 12.5% Sodium Hypochlorite to Thatcher Company of Nevada, Inc. at a unit price of \$9.50 per gallon for an estimated annual amount of *\$71,250, exclusive of sales tax; and (2) Utilize Exception No. 4 of the District's Purchasing Policy for this purchase.

DISCUSSION: The District uses 12.5% Sodium Hypochlorite for water treatment operations to comply with applicable regulatory requirements. Sodium Hypochlorite is required to chlorinate well water and support continued compliance with Environmental Protection Agency and State Water Resources Control Board standards. Deliveries are required in 30-gallon drums and must be compatible with the District's station-specific transfer methods and operational needs.

The original Contract included four (4) one-year options to extend upon mutual agreement of the parties. Those extension options are no longer available. Accordingly, staff evaluated whether to issue a new competitive solicitation for Fiscal Year 2026/2027. Staff reviewed available pricing and bid information from other water agencies for comparable Sodium Hypochlorite supplies. Based on that review, together with the District's operational history, winter operations constraints, supplier reliability, and the need to ensure continuity of operations for a critical treatment chemical, staff determined that it is in the best interest of the District to not solicit new bids at this time.

In prior contract performance, Brenntag was the low bidder and experienced recurring fulfillment issues that affected its ability to reliably meet the District's delivery requirements. Those performance issues became significant enough that Thatcher Company of Nevada, Inc, ultimately completed Brenntag's contractual obligation. Staff also reviewed other supplier capabilities and determined that Olin Chlor Alkali Products, the supplier of 12.5% Sodium Hypochlorite bulk supplies, was not willing to

provide the 30-gallon drum deliveries. Based on this review, staff found that Thatcher Company of Nevada, Inc. is the only supplier both willing and capable of meeting the District's full operational requirements. If a supplier cannot reliably meet the District's Sodium Hypochlorite delivery requirements, including winter delivery conditions and station-specific transfer needs, the District could face operational disruptions, compliance risk, and potential impacts to water service reliability. Maintaining a contract structure with a supplier that has demonstrated the ability to fulfill the District's complete requirements is therefore in the District's best interest.

The District would be utilizing Exception No. 4 of the District's Purchasing Policy: *When the Board of Directors or General Manager determines that due to special circumstances, it is in the District's best interest to purchase an item or enter into a contract without compliance with the bidding procedures i.e. competitive proposals would not be useful, would not produce an advantage or would be undesirable, impractical or impossible. Special Circumstances include, but are not limited to maintenance and inspection services and situations where obtaining qualified bids is difficult, when there is limited number of qualified bidders, and/or where the type of services to be performed precludes the District from obtaining multiple bids.*

Staff reviewed the pricing offered by Thatcher Company of Nevada, Inc. and found it to be fair and reasonable considering current market conditions, the District's operational requirements, and the limited availability of suppliers able to fully perform this work. The proposed unit price of \$9.50 per gallon represents an increase from the prior year price of \$8.00 per gallon, or approximately 18.75%. For reference, the prior year increase was 6.1%, and the year before that was 28.88%. Staff also considered Thatcher's demonstrated ability to provide reliable deliveries and operationally compatible service.

For these reasons, staff recommends award of a Contract to Thatcher Company of Nevada, Inc. for Fiscal Year 2026/2027 in the estimated amount of *\$71,250, exclusive of sales tax.

*The actual quantity and grand total may vary, but unit prices are firm.

The Purchasing Manager has reviewed this item.

SCHEDULE: July 1, 2026 through June 30, 2027

COSTS: \$71,250

ACCOUNT NO: 20.26.4755

BUDGETED AMOUNT AVAILABLE: \$70,000

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Quote from Thatcher Company of Nevada, Inc.

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES PA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____

THATCHER COMPANY OF NEVADA, INC.

Phone (775) 358-0888

Fax (775) 358-0987

2302 Larkin Circle

Sparks, NV 89431



[05/27/2026]

South Tahoe Public Utility district

Attn: Heidi Baugh

Heidi:

Please find below the current price schedule for the product(s) you requested. If you have any questions, feel free to contact me any time at the number(s) listed below. Thank you in advance for your business.

Account Manager: Brian Karsok

Email: Brian.Karsok@tchem.com

Office: 775-358-0888

Mobile: 775-842-0102 (Best Way)

Fax: 775-358-0987

Product Description	Product Code	Packaging	Min. Qty.	Price
Sierra Sani Chlor (Bleach 12.5%)	2202000	1 Gallon Bulk	4400 Gallons	\$5.50/Gallon .5517/pound 4400 Gallons
Sierra sani Chlor 15 Gallon Carboy (12.5% Bleach)	2202008	30 Gal Carboy	1200 Gallons	\$9.50/Gallon x 30gal = \$285.00/each Minimum 40
Sierra Sani Chlor Mini Bulk Pump Off (12.5% Bleach)	Sierra Sani Chlor	Bulk	250 Gallons	\$.856/pound = \$8.50/Gallon through 06/30/2027
All Product to be delivered FOB point of Delivery All inclusive				

PRICING IS GOOD THROUGH 06/30/2027

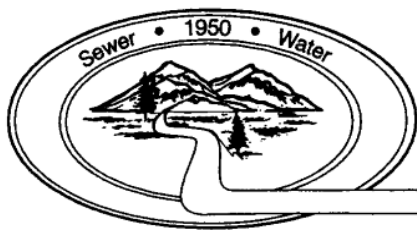
Payment Terms: Net 30 days from date of shipment

Freight Terms: All products are priced FOB Delivery Point.

*The prices listed on this quotation are subject to change without notice.
Please confirm your prices when placing your order.*

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 4d

TO: Board of Directors

FROM: Chris Stanley, Field Operations Manager
Jeremy Rutherford, Field Operations Mechanical Technician
Supervisor

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: 2026/2027 12.5% Sodium Hypochlorite Tote Supplies

REQUESTED BOARD ACTION: (1) Award Contract for Fiscal Year 2026/2027 for the supply of 12.5% Sodium Hypochlorite totes to Thatcher Company of Nevada, Inc. at a unit price of \$8.50 per gallon for an estimated annual amount of *\$63,750, exclusive of sales tax; and (2) Utilize Exception No. 4 of the District's Purchasing Policy for this purchase.

DISCUSSION: The District uses 12.5% Sodium Hypochlorite for water treatment operations to comply with applicable regulatory requirements. Sodium Hypochlorite is required to chlorinate well water and support continued compliance with Environmental Protection Agency and State Water Resources Control Board standards. Deliveries are required in mini bulk tote quantities and must be compatible with the District's station-specific transfer methods, including locations requiring pump-off service.

The original Contract included four (4) one-year options to extend upon mutual agreement of the parties. Those extension options are no longer available. Accordingly, staff evaluated whether to issue a new competitive solicitation for Fiscal Year 2026/2027. Staff reviewed available pricing and bid information from other water agencies for comparable Sodium Hypochlorite supplies. Based on that review, together with the District's operational history, winter operations constraints, supplier reliability, and the need to ensure continuity of operations for a critical treatment chemical, staff determined that it is in the best interest of the District not to solicit new bids at this time.

In prior contract performance, Brenntag was the low bidder and experienced recurring fulfillment issues that affected its ability to reliably meet the District's delivery requirements. Those performance issues became significant enough that Thatcher Company of Nevada, Inc., ultimately completed Brenntag's contractual obligation. Staff also reviewed other supplier capabilities and determined that Olin Chlor Alkali Products, the supplier of the District's bulk 12.5% Sodium Hypochlorite, was not willing to

provide the tote deliveries with pump-off service required at the District's two stations that rely on those transfer methods. Based on this review, staff found that Thatcher Company of Nevada, Inc. is the only supplier both willing and capable of meeting the District's full operational requirements.

The District would be utilizing Exception No. 4 of the District's Purchasing Policy: *When the Board of Directors or General Manager determines that due to special circumstances, it is in the District's best interest to purchase an item or enter into a contract without compliance with the bidding procedures i.e. competitive proposals would not be useful, would not produce an advantage or would be undesirable, impractical or impossible. Special Circumstances include, but are not limited to, maintenance and inspection services and other situations where obtaining qualified bids is difficult, when there is limited number of qualified bidders, and/or where the type of services to be performed precludes the District from obtaining multiple bids.*

If a supplier cannot reliably meet the District's Sodium Hypochlorite delivery requirements, including winter delivery conditions and station-specific transfer needs, the District could face operational disruptions, compliance risk, and potential impacts to water service reliability. Maintaining a contract structure with a supplier that has demonstrated the ability to fulfill the District's complete requirements is therefore in the District's best interest.

Staff reviewed the pricing offered by Thatcher Company of Nevada, Inc. and found it to be fair and reasonable considering current market conditions, the District's operational requirements, and the limited availability of suppliers able to fully perform this work. The proposed unit price of \$8.50 per gallon represents a 5.59% increase over the prior year. Staff also considered Thatcher's demonstrated ability to provide reliable deliveries and operationally compatible service.

For these reasons, staff recommends award of a Contract to Thatcher Company of Nevada, Inc. for Fiscal Year 2026/2027 in the estimated amount of *\$63,750, exclusive of sales tax.

*The actual quantity and grand total may vary, but unit prices are firm.

The Purchasing Manager has reviewed this item.

SCHEDULE: July 1, 2026 through June 30, 2027

COSTS: \$63,750

ACCOUNT NO: 20.26.4755

BUDGETED AMOUNT AVAILABLE: \$70,000

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Quote from Thatcher Company of Nevada, Inc.

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____

THATCHER COMPANY OF NEVADA, INC.

Phone (775) 358-0888

Fax (775) 358-0987

2302 Larkin Circle

Sparks, NV 89431



[05/27/2026]

South Tahoe Public Utility district

Attn: Heidi Baugh

Heidi:

Please find below the current price schedule for the product(s) you requested. If you have any questions, feel free to contact me any time at the number(s) listed below. Thank you in advance for your business.

Account Manager: Brian Karsok

Email: Brian.Karsok@tchem.com

Office: 775-358-0888

Mobile: 775-842-0102 (Best Way)

Fax: 775-358-0987

Product Description	Product Code	Packaging	Min. Qty.	Price
Sierra Sani Chlor (Bleach 12.5%)	2202000	1 Gallon Bulk	4400 Gallons	\$5.50/Gallon .5517/pound 4400 Gallons
Sierra sani Chlor 15 Gallon Carboy (12.5% Bleach)	2202008	30 Gal Carboy	1200 Gallons	\$9.50/Gallon x 30gal = \$285.00/each Minimum 40
Sierra Sani Chlor Mini Bulk Pump Off (12.5% Bleach)	Sierra Sani Chlor	Bulk	250 Gallons	\$.856/pound = \$8.50/Gallon through 06/30/2027
All Product to be delivered FOB point of Delivery All inclusive				

PRICING IS GOOD THROUGH 06/30/2027

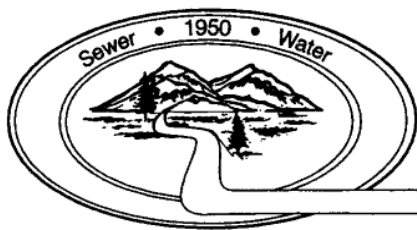
Payment Terms: Net 30 days from date of shipment

Freight Terms: All products are priced FOB Delivery Point.

*The prices listed on this quotation are subject to change without notice.
Please confirm your prices when placing your order.*

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 4e

TO: Board of Directors
FROM: Greg Dupree, Accounting Manager
MEETING DATE: June 18, 2026
ITEM – PROJECT NAME: CalPERS Required Pay Listing by Position

REQUESTED BOARD ACTION: Adopt Resolution No. 3337-26 which incorporates the Pay Listing by Position for the Pay Listing effective June 4, 2026.

DISCUSSION: California Public Employee's Retirement System (CalPERS) requires each revision of a combined salary schedule listing all positions at the District be formally adopted by the Board of Directors. The listing must be retained by the District and must be available for public inspection for not less than five years. This revision includes the following changes: Title change from Underground Repair Water Supervisor to Chief Water Distribution Operator and an increase in salary. Increase in salary to Field Operations Mechanical Technician Supervisor. Both positions are now linked to Chief Plant Operator salary.

SCHEDULE: Post Pay Listing effective June 04, 2026 on website upon approval

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: CalPERS Pay Listing by Position 060426

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____

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RESOLUTION NO. 3337-26

**A RESOLUTION BY THE BOARD OF DIRECTORS
OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT FORMALLY
ADOPTING PAY LISTING BY POSITION FOR THE
EFFECTIVE DATE OF June 04, 2026**

WHEREAS, the Board of Directors of South Tahoe Public Utility District and the Board of Administration of California Public Employees' Retirement System entered into a Contract, effective June 19, 2003, and amended effective April 19, 2007, providing for the participation of said public agency in the California Public Employees' Retirement System; and,

WHEREAS, the Government Code and CCR, Title 2, Section 570.5 requires that one combined pay schedule, adopted by the Board of Directors, for every employee position, including the Board of Directors, be made available for public inspection and retained for not less than five years; and

WHEREAS, the South Tahoe Public Utility District corrected Pay Listing by Position for the effective date of June 04, 2026, is incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of South Tahoe Public Utility District hereby formally adopts the above-mentioned Resolution No. 3337-26 for the effective date of June 04, 2026.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a Regular meeting held on the 18th day of June, 2026, by the following vote:

AYES:

NOES:

ABSENT:

Shane Romsos, Board President
South Tahoe Public Utility District

ATTEST: _____
Melonie Guttry, Clerk of the Board/
Executive Services Manager
South Tahoe Public Utility District

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE June 04, 2026

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	58,810.28	75,058.47
ACCOUNT CLERK II	65,599.69	83,723.68
ACCOUNTING MANAGER	138,514.47	176,783.47
ACCOUNTING SPECIALIST	73,152.40	93,363.06
ACCOUNTING SUPERVISOR	104,272.83	133,081.49
ACCOUNTING TECH I	66,498.85	84,871.26
ADMINISTRATIVE ANALYST/ASST CLERK OF THE BOARD	97,907.05	124,956.96
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	72,268.97	92,235.55
ASSET MANAGEMENT PROGRAM ADMINISTRATOR	119,488.32	152,500.73
ASSOCIATE ENGINEER	124,469.99	158,858.75
ASST GENERAL MANAGER	196,854.36	251,241.58
CHIEF FINANCIAL OFFICER	185,056.81	236,184.60
CHIEF PLANT OPERATOR	129,954.65	165,858.73
CHIEF WATER DISTRIBUTION OPERATOR	129,954.65	165,858.73
COLLECTIONS & EFFLUENT OPERATIONS SUPERVISOR	129,954.65	165,858.73
COMPUTER AIDED DESIGN ANALYST I	72,124.48	92,051.15
COMPUTER AIDED DESIGN ANALYST II	96,653.79	123,357.44
CONTRACTS SPECIALIST	97,907.04	124,956.95
CUSTOMER ACCOUNTS SPECIALIST	74,393.23	94,946.71
CUSTOMER SERVICE MANAGER	134,070.04	171,111.12
CUSTOMER SERVICE REP I	56,394.52	71,975.29
CUSTOMER SERVICE REP II	62,908.85	80,289.40
CUSTOMER SERVICE SUPERVISOR	104,272.83	133,081.49
DIRECTOR OF ENGINEERING	188,105.96	240,076.17
DIRECTOR OF OPERATIONS	196,311.79	250,549.11
DIRECTOR OF PUBLIC AND LEGISLATIVE AFFAIRS	149,469.91	190,765.69
ELECTRICAL/INSTR SUPERVISOR	130,759.82	166,886.35
ELECTRICAL/INSTR TECH I	81,368.85	103,849.56
ELECTRICAL/INSTR TECH II	94,904.57	121,124.95
ENG/CAD/GIS ANALYST I	72,124.48	92,051.15
ENG/CAD/GIS ANALYST II	96,653.79	123,357.44
ENGINEERING INSPECTOR I	66,213.47	84,507.04
ENGINEERING INSPECTOR II	88,732.39	113,247.51
ENGINEERING INSPECTOR III	102,071.90	130,272.48
ENGINEERING MANAGER - CAPITAL PROJECTS	163,940.61	209,234.38
EXECUTIVE SERVICES MANAGER	123,855.09	158,073.97
FIELD OPERATIONS MECHANICAL TECHNICIAN I	72,070.55	91,982.32
FIELD OPERATIONS MECHANICAL TECHNICIAN II	88,204.40	112,573.65

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE June 04, 2026

	MINIMUM ANNUAL	MAXIMUM ANNUAL
FIELD OPERATIONS MECHANICAL TECHNICIAN LEAD	102,503.25	130,823.01
FIELD OPERATIONS MECHANICAL TECHNICIAN SUPERVISOR	129,954.65	165,858.73
FINANCE ASST	72,268.97	92,235.55
GENERAL MANAGER	253,924.72	324,079.44
GRANT ASSISTANT	73,152.40	93,363.06
GRANT COORDINATOR	121,386.19	154,922.96
GRANTS SPECIALIST	91,039.73	116,192.33
HR ANALYST	97,907.05	124,956.96
HR COORDINATOR	72,268.97	92,235.55
HUMAN RESOURCES DIRECTOR	166,922.99	213,040.74
INFO TECHNOLOGY MANAGER	150,500.12	192,080.53
INSPECTIONS SUPERVISOR	121,841.44	155,503.98
INSPECTOR I	72,129.46	92,057.50
INSPECTOR II	85,013.22	108,500.80
IT ANALYST I	79,359.37	101,284.90
IT ANALYST II	93,040.12	118,745.39
IT BUSINESS ANALYST I	105,035.65	134,055.06
IT BUSINESS ANALYST II	112,682.60	143,814.73
IT NETWORK ANALYST I	79,359.37	101,284.90
IT NETWORK ANALYST II	93,040.12	118,745.39
LAB ASST	59,013.89	75,318.34
LAB DIRECTOR	140,091.72	178,796.47
LAB TECH I	87,113.75	111,181.68
LAB TECH II	102,389.74	130,678.14
LT LAB QUALITY CONTROL OFFICER	49,176.59	62,763.17
MAINT MECHANIC TECH I	73,917.23	94,339.20
MAINT MECHANIC TECH II	87,015.75	111,056.59
MAINTENANCE SUPERVISOR	122,720.88	156,626.40
MANAGER OF FIELD OPERATIONS	153,997.82	196,544.58
MANAGER OF PLANT OPERATIONS	168,692.55	215,299.19
METER SERVICE TECH	72,129.46	92,057.50
NETWORK/TEL SYS ADMIN I	105,035.65	134,055.06
NETWORK/TEL SYS ADMIN II	112,682.60	143,814.73
OPERATIONS SUPERVISOR	107,712.25	137,471.15
OPERATOR IN TRAINING	35,359.41	35,359.41
PART TIME PERMANENT	21,789.29	27,809.26
PLANT OPERATOR I	73,621.27	93,961.47
PLANT OPERATOR I - Y RATE	94,897.29	94,897.29

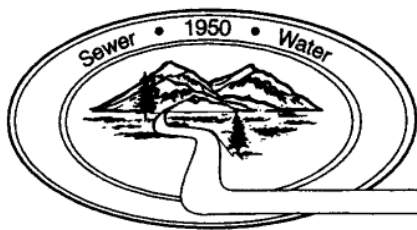
SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE June 04, 2026

	MINIMUM ANNUAL	MAXIMUM ANNUAL
PLANT OPERATOR III	93,052.61	118,761.33
PURCHASING MANAGER	123,855.09	158,073.97
SAFETY SPECIALIST	104,755.66	133,697.72
SEASONAL	21,789.29	27,809.26
SENIOR CUSTOMER SERVICE REP	74,393.23	94,946.71
SENIOR ENGINEER	139,772.17	178,388.64
SENIOR INSPECTOR	93,514.54	119,350.88
SHIPPING AND RECEIVING CLERK	70,005.99	89,347.36
STAFF ENGINEER I	91,960.89	117,367.98
STAFF ENGINEER II	105,797.52	135,027.43
UNDERGROUND REPAIR SEWER I	60,182.51	76,809.83
UNDERGROUND REPAIR SEWER II	74,354.51	94,897.29
UNDERGROUND REPAIR SEWER LEAD	83,846.37	107,011.57
UNDERGROUND REPAIR WATER I	60,182.51	76,809.83
UNDERGROUND REPAIR WATER II	74,354.51	94,897.29
UNDERGROUND REPAIR WATER LEAD	83,846.37	107,011.57
UTILITY PERSON I	49,673.07	63,396.82
UTILITY PERSON II	59,088.84	75,413.99
VEHICLE/HVY EQUIP MECH I	73,917.23	94,339.20
VEHICLE/HVY EQUIP MECH II	87,015.75	111,056.59
VEHICLE/HVY EQUIP MECH SUPERVISOR	107,422.91	137,101.89
WATER CONSERVATION SPECIALIST	82,499.91	105,293.11
WATER RESOURCES MANAGER	139,772.17	178,388.64
WATER REUSE LEAD	83,846.37	107,011.57
WATER REUSE LEAD - Y RATE	121,322.36	121,322.36
WATER REUSE MANAGER	138,046.59	176,186.31
WATER REUSE WORKER I	60,182.51	76,809.83
WATER REUSE WORKER II	74,354.51	94,897.29

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 4f

TO: Board of Directors

FROM: Greg Dupree, Accounting Manager

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: Sewer and Water Enterprise 2026/2027 Appropriations
Subject to Limitation

REQUESTED BOARD ACTION: Adopt Resolution No. 3338-26 setting the limitation on Appropriations for Fiscal Year 2026/2027.

DISCUSSION: This is the District's annual Resolution called for by Constitutional Amendment XIII B. The Amendment places a limit on the amount State and Local Governments can appropriate (spend) in any given year. The limit is calculated based on the previous year limit and is adjusted for changes in cost of living and population. The limitation on Appropriations for Fiscal Year 2026/2027 is \$116,252,084. The Sewer and Water Enterprise fund budget for Fiscal Year 2026/2027 appropriates \$89,367,166. As such, the District is \$26,884,918 below the state mandated spending limit.

SCHEDULE: Upon Board Approval

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Resolution No. 3338-26 and a calculation of permitted appropriation growth rate.

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____

SOUTH TAHOE PUBLIC UTILITY DISTRICT

Permitted Growth Rate in Appropriations for 2026-27

Appropriation Limitation 2025-26

\$111,097,175

Increase In CA Per Capita Personal Income

$$\frac{4.95 + 100}{100} = 1.0495$$

Increase In Population

El Dorado County

$$\frac{-0.29 + 100}{100} = 0.9971$$

Change Ratio 1.0495 x .9971

x 1.0464

Appropriations Limitation for 2026-27

\$116,252,084

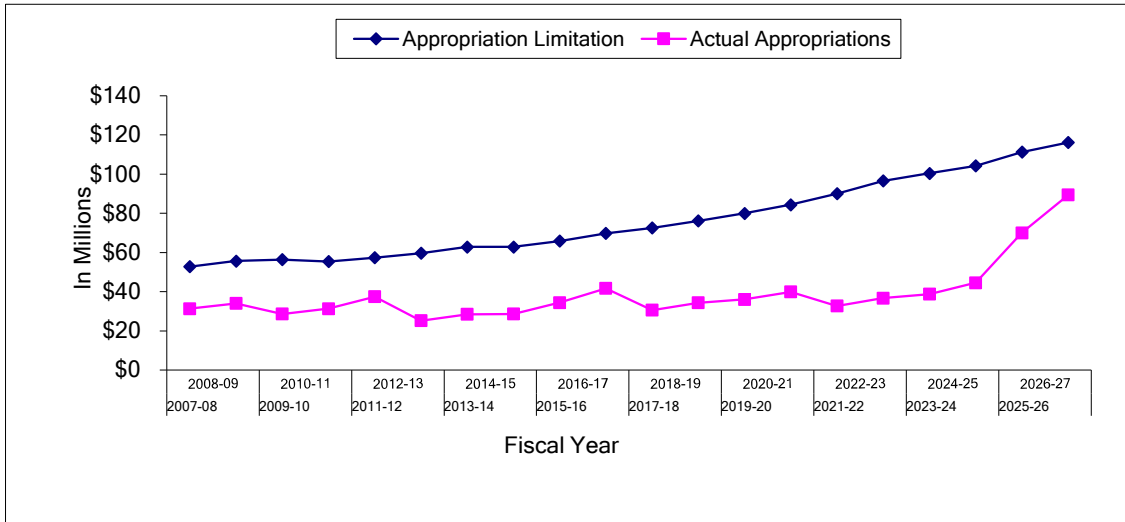
Actual Appropriations 2026-27

\$89,367,166

Limitation Exceeding Actual Appropriations 2026-27

\$26,884,918

Historical Appropriations Limitations & Proceeds Of Taxes



2026-27 Actual Appropriations:	
Cash Expenditures	\$89,367,166
Depreciation	<u>\$10,401,639</u>
Total Expenditures	<u>\$99,768,805</u>

PAYMENT OF CLAIMS

FOR APPROVAL
June 18, 2026

Payroll	6/9/26		768,988.98	
Total Payroll			768,988.98	
ADP & Insight eTools			687.75	
AFLAC/WageWorks claims and fees			384.40	
Ameritas - Insurance Payments			6,651.28	
Total Vendor EFT			7,723.43	
<u>Weekly Approved Check Batches</u>		<u>Water</u>	<u>Sewer</u>	<u>Total</u>
Thursday, May 28, 2026		166,207.08	164,008.13	330,215.21
Wednesday, June 3, 2026		56,975.11	40,590.25	97,565.36
Wednesday, June 10, 2027		193,842.87	584,670.93	778,513.80
Checks, Voids and Reissues				7,723.43
Total Accounts Payable Checks				1,214,017.80
Utility Management Refunds			34,334.22	
Total Utility Management Checks			34,334.22	
Grand Total			\$2,025,064.43	

<u>Payroll EFTs & Checks</u>		<u>6/9/2026</u>
EFT	CA Employment Taxes & W/H	38,733.73
EFT	Federal Employment Taxes & W/H	167,071.53
EFT	CalPERS Contributions	103,789.20
EFT	Empower Retirement-Deferred Comp	29,362.17
EFT	Stationary Engineers Union Dues	3,304.85
EFT	CDHP Health Savings (HSA)	10,893.49
EFT	Retirement Health Savings	23,252.02
EFT	Employee Direct Deposits	389,396.32
CHK	Employee Garnishments	273.22
CHK	Employee Paychecks	2,912.45
<i>Total</i>		768,988.98



Payment of Claims

Payment Date Range 05/28/26 - 06/10/26
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 44199 - ACME CONSTRUCTION SUPPLY									
S4915358.004	Field, Shop & Safety Supplies Inventory	Paid by EFT #6961		05/05/2026	05/27/2026	05/31/2026		05/28/2026	231.51
S4933745.001	Field, Shop & Safety Supplies Inventory	Paid by EFT #7031		05/26/2026	06/10/2026	05/31/2026		06/10/2026	44.37
Vendor 44199 - ACME CONSTRUCTION SUPPLY Totals							Invoices	2	<u>\$275.88</u>
Vendor 43721 - ACWA/JPIA									
0709547	ACWA Medical/Vision Insurance	Paid by EFT #7032		07/01/2026	06/10/2026	07/01/2026		06/10/2026	271,772.94
Vendor 43721 - ACWA/JPIA Totals							Invoices	1	<u>\$271,772.94</u>
Vendor 50524 - ADVANCED TRUCK BODY & EQUIPMENT CO									
100259-P	Automotive	Paid by EFT #7033		05/13/2026	06/10/2026	05/31/2026		06/10/2026	936.49
Vendor 50524 - ADVANCED TRUCK BODY & EQUIPMENT CO Totals							Invoices	1	<u>\$936.49</u>
Vendor 50479 - ADVENTURE OUTDOORS NETWORK LLC									
280	Public Relations Expense	Paid by EFT #7034		06/02/2026	06/10/2026	06/30/2026		06/10/2026	2,086.00
Vendor 50479 - ADVENTURE OUTDOORS NETWORK LLC Totals							Invoices	1	<u>\$2,086.00</u>
Vendor 44039 - AFLAC									
973261	Insurance Supplement Payable	Paid by EFT #6962		05/01/2026	05/27/2026	05/31/2026		05/28/2026	653.94
Vendor 44039 - AFLAC Totals							Invoices	1	<u>\$653.94</u>
Vendor 48605 - AIRGAS USA LLC									
9172103604	Field, Shop & Safety Supplies Inventory	Paid by EFT #7035		05/18/2026	06/10/2026	05/31/2026		06/10/2026	640.33
9172267038	Field, Shop & Safety Supplies Inventory	Paid by EFT #7035		05/22/2026	06/10/2026	05/31/2026		06/10/2026	480.56
Vendor 48605 - AIRGAS USA LLC Totals							Invoices	2	<u>\$1,120.89</u>
Vendor 50520 - ALCON CONSTRUCTION & ENGINEERING INC									
26-01B	Asphalt Patching Contract	Paid by Check #115419		05/31/2026	06/05/2026	05/31/2026		06/10/2026	6,749.13
26-01BR	Asphalt Patching Contract Retainage	Paid by Check #115419		05/31/2026	06/05/2026	05/31/2026		06/10/2026	(337.46)
Vendor 50520 - ALCON CONSTRUCTION & ENGINEERING INC Totals							Invoices	2	<u>\$6,411.67</u>
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO									
255612	Office Supply Issues	Paid by EFT #6963		05/19/2026	05/27/2026	05/31/2026		05/28/2026	75.75
255631	Office Supply Issues	Paid by EFT #6963		05/19/2026	05/27/2026	05/31/2026		05/28/2026	136.50
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO Totals							Invoices	2	<u>\$212.25</u>
Vendor 49337 - AMAZON CAPITAL SERVICES INC									
1HPR-DLYF-FR3L	Office Supplies	Paid by EFT #7036		05/21/2026	06/10/2026	05/31/2026		06/10/2026	461.09
177V-YV1G-XW4M	District Computer Supplies	Paid by EFT #7036		05/22/2026	06/10/2026	05/31/2026		06/10/2026	15.21
1MMK-NC74-DXGK	District Computer Supplies	Paid by EFT #7036		05/28/2026	06/10/2026	05/31/2026		06/10/2026	180.48
1MHM-D1DT-CL9M	District Computer Supplies	Paid by EFT #7036		06/01/2026	06/10/2026	06/30/2026		06/10/2026	282.70
Vendor 49337 - AMAZON CAPITAL SERVICES INC Totals							Invoices	4	<u>\$939.48</u>
Vendor 49951 - ARIAT INTERNATIONAL INC									
9003775754	Safety Equipment - Physicals	Paid by EFT #6964		05/15/2026	05/27/2026	05/31/2026		05/28/2026	487.04
Vendor 49951 - ARIAT INTERNATIONAL INC Totals							Invoices	1	<u>\$487.04</u>
Vendor 48000 - AT&T/CALNET 3									



Payment of Claims

Payment Date Range 05/28/26 - 06/10/26
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
000025260126	Telephone	Paid by EFT #7008		05/15/2026	06/03/2026	05/31/2026		06/03/2026	32.38
000025260127	Telephone	Paid by EFT #7008		05/15/2026	06/03/2026	05/31/2026		06/03/2026	32.38
000025276993	Telephone	Paid by EFT #6965		05/20/2026	05/27/2026	05/31/2026		05/28/2026	32.42
000025276995	Telephone	Paid by EFT #7008		05/20/2026	06/03/2026	05/31/2026		06/03/2026	1,817.00
000025277249	Telephone	Paid by EFT #6965		05/20/2026	05/27/2026	05/31/2026		05/28/2026	31.76
Vendor 48000 - AT&T/CALNET 3 Totals							Invoices	5	\$1,945.94
Vendor 50103 - AZUL ELECTRIC SUPPLY LLC									
013413	Pump Stations	Paid by EFT #7009		05/19/2026	06/03/2026	05/31/2026		06/03/2026	467.21
Vendor 50103 - AZUL ELECTRIC SUPPLY LLC Totals							Invoices	1	\$467.21
Vendor 49339 - BASEFORM INC									
05252026-436	Pipe - Covers & Manholes	Paid by EFT #7037		05/25/2026	06/10/2026	05/31/2026		06/10/2026	2,430.00
05252026-437	Pipe - Covers & Manholes	Paid by EFT #7037		05/25/2026	06/10/2026	05/31/2026		06/10/2026	2,584.87
Vendor 49339 - BASEFORM INC Totals							Invoices	2	\$5,014.87
Vendor 44109 - BB&H BENEFIT DESIGNS									
139830	Contractual Services	Paid by EFT #7038		05/05/2026	06/10/2026	06/30/2026		06/10/2026	250.00
Vendor 44109 - BB&H BENEFIT DESIGNS Totals							Invoices	1	\$250.00
Vendor 49773 - LAUREN BENEFIELD									
EDUCATION #3	Tuition & Reimbursement Program	Paid by EFT #6966		05/12/2026	05/27/2026	05/31/2026		05/28/2026	560.00
Vendor 49773 - LAUREN BENEFIELD Totals							Invoices	1	\$560.00
Vendor 45009 - BENTLY RANCH									
214389	Biosolid Disposal Costs	Paid by EFT #6967		05/08/2026	05/27/2026	05/31/2026		05/28/2026	1,347.90
214416	Biosolid Disposal Costs	Paid by EFT #6967		05/13/2026	05/27/2026	05/31/2026		05/28/2026	1,062.75
214431	Biosolid Disposal Costs	Paid by EFT #6967		05/19/2026	05/27/2026	05/31/2026		05/28/2026	1,350.30
Vendor 45009 - BENTLY RANCH Totals							Invoices	3	\$3,760.95
Vendor 50356 - BESST INC									
STPU033126	Test Wells (x3)	Paid by EFT #7039		03/31/2026	06/10/2026	05/31/2026		06/10/2026	2,800.00
STPUD050526	Bakersfield Pump/Motor Replacement	Paid by EFT #7039		05/05/2026	06/10/2026	05/31/2026		06/10/2026	23,097.00
Vendor 50356 - BESST INC Totals							Invoices	2	\$25,897.00
Vendor 48291 - BEST BEST & KRIEGER LLP									
1058438	Legal-Regular	Paid by EFT #6968		04/08/2026	05/27/2026	05/31/2026		05/28/2026	505.70
1061266	Legal-Regular & Special Projects	Paid by EFT #7040		05/11/2026	06/10/2026	05/31/2026		06/10/2026	3,656.60
Vendor 48291 - BEST BEST & KRIEGER LLP Totals							Invoices	2	\$4,162.30
Vendor 49861 - AARON BUCKMAN									
215932	Supplies	Paid by EFT #7010		05/27/2026	06/03/2026	05/31/2026		06/03/2026	200.00
Vendor 49861 - AARON BUCKMAN Totals							Invoices	1	\$200.00
Vendor 48681 - CADENCE TEAM INC									
5115	Network Improvements	Paid by EFT #7041		05/29/2026	06/10/2026	06/30/2026		06/10/2026	10,773.43
Vendor 48681 - CADENCE TEAM INC Totals							Invoices	1	\$10,773.43
Vendor 48767 - CALIFORNIA LAB SERVICE									
6050346	Monitoring	Paid by EFT #7011		05/11/2026	06/03/2026	05/31/2026		06/03/2026	89.00



Payment of Claims

Payment Date Range 05/28/26 - 06/10/26
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount	
Vendor 12643 - CALIFORNIA SURVEY			Vendor 48767 - CALIFORNIA LAB SERVICE Totals			Invoices			1	\$89.00
91669071	Line Locator	Paid by EFT #7042		05/22/2026	06/10/2026	06/30/2026		06/10/2026	8,272.45	
Vendor 12643 - CALIFORNIA SURVEY Totals			Invoices			1			\$8,272.45	
Vendor 42328 - CDW-G CORP			Vendor 42328 - CDW-G CORP Totals			Invoices			12	\$21,863.69
AJ31L5H	Public Relations Expense	Paid by EFT #6969		05/12/2026	05/27/2026	05/31/2026		05/28/2026	706.95	
AJ3UM3M	District Computer Supplies	Paid by EFT #6969		05/13/2026	05/27/2026	05/31/2026		05/28/2026	758.41	
AJ31R6N	Office Supplies	Paid by EFT #7043		05/14/2026	06/10/2026	05/31/2026		06/10/2026	875.56	
AJ31R6T	Laboratory Equipment	Paid by EFT #6969		05/14/2026	05/27/2026	05/31/2026		05/28/2026	2,470.33	
AJ32N5M	Office Supplies	Paid by EFT #6969		05/15/2026	05/27/2026	05/31/2026		05/28/2026	487.65	
AJ32W9M	Office Supplies	Paid by EFT #7043		05/15/2026	06/10/2026	05/31/2026		06/10/2026	5,315.37	
AJ38J7F	Office Supplies	Paid by EFT #7043		05/16/2026	06/10/2026	05/31/2026		06/10/2026	1,239.54	
AJ38T5N	Laboratory Equipment	Paid by EFT #7043		05/18/2026	06/10/2026	05/31/2026		06/10/2026	202.98	
AJ4SE7S	Service Contracts	Paid by EFT #7043		05/21/2026	06/10/2026	05/31/2026		06/10/2026	179.74	
AJ4219R	Backup Power Server Room	Paid by EFT #7012		05/22/2026	06/03/2026	05/31/2026		06/03/2026	8,479.26	
AJ4X32D	Travel - Meetings - Education	Paid by EFT #7043		05/22/2026	06/10/2026	05/31/2026		06/10/2026	989.56	
AJ4575K	Public Relations Expense	Paid by EFT #7043		05/26/2026	06/10/2026	05/31/2026		06/10/2026	158.34	
Vendor 50525 - CARLINO CECILIO			Vendor 50525 - CARLINO CECILIO Totals			Invoices			1	\$3,000.00
3358120	Turf Buy-Back Program	Paid by EFT #6970		05/21/2026	05/27/2026	05/31/2026		05/28/2026	3,000.00	
Vendor 49934 - SHANNON CHANDLER			Vendor 49934 - SHANNON CHANDLER Totals			Invoices			1	\$944.21
TRAVELEXP 052126	Travel - Meetings - Education	Paid by EFT #6971		05/22/2026	05/27/2026	05/31/2026		05/28/2026	944.21	
Vendor 12535 - CITY OF SOUTH LAKE TAHOE			Vendor 12535 - CITY OF SOUTH LAKE TAHOE Totals			Invoices			1	\$8,119.25
ENCRO226-0005	Meter Installations Final Phase	Paid by Check #115420		06/05/2026	06/10/2026	06/30/2026		06/10/2026	8,119.25	
Vendor 50442 - CIVIA INC			Vendor 50442 - CIVIA INC Totals			Invoices			1	\$7,950.00
INV-0214	Service Contracts	Paid by EFT #7013		05/07/2026	06/03/2026	05/31/2026		06/03/2026	7,950.00	
Vendor 40512 - CODALE ELECTRIC SUPPLY			Vendor 40512 - CODALE ELECTRIC SUPPLY Totals			Invoices			2	\$4,975.04
S009711034.002	Al Tahoe/Bayview Backup Power	Paid by EFT #7044		06/01/2026	06/10/2026	06/30/2026		06/10/2026	(6,210.58)	
S009927511.001	Al Tahoe/Bayview Backup Power	Paid by EFT #7044		06/01/2026	06/10/2026	06/30/2026		06/10/2026	11,185.62	
Vendor 13643 - COLE-PARMER INSTRUMENT CO			Vendor 13643 - COLE-PARMER INSTRUMENT CO Totals			Invoices			2	\$962.14
4262846	Laboratory Equipment	Paid by EFT #6972		05/14/2026	05/27/2026	05/31/2026		05/28/2026	292.70	
4263887	Laboratory Equipment	Paid by EFT #6972		05/15/2026	05/27/2026	05/31/2026		05/28/2026	669.44	
Vendor 50526 - KEVIN CONRY			Vendor 50526 - KEVIN CONRY Totals			Invoices			1	\$750.00
3352110	Water Use Reduction Rebates	Paid by EFT #6973		05/20/2026	05/27/2026	05/31/2026		05/28/2026	750.00	
Vendor 48181 - CONSTRUCTION MATERIALS ENG INC			Vendor 48181 - CONSTRUCTION MATERIALS ENG INC Totals			Invoices			1	\$750.00



Payment of Claims

Payment Date Range 05/28/26 - 06/10/26
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
20325	Tank Coatings - Stateline No. 1	Paid by EFT #7014		05/09/2026	06/03/2026	05/31/2026			562.50
		Vendor 48181 - CONSTRUCTION MATERIALS ENG INC Totals				Invoices	1		\$562.50
Vendor 50279 - COONS CONSTRUCTION LLC C26-0700	Base, Spoils, and Hauling	Paid by EFT #7015		05/14/2026	06/03/2026	05/31/2026			7,794.25
		Vendor 50279 - COONS CONSTRUCTION LLC Totals				Invoices	1		\$7,794.25
Vendor 42897 - CWEA 352566 MT3 2026	Dues - Memberships - Certification	Paid by Check #115398		05/07/2026	05/27/2026	05/31/2026			124.00
		Vendor 42897 - CWEA Totals				Invoices	1		\$124.00
Vendor 50328 - D&H WATER SYSTEMS INC I2026-0864	Heavenly Tank Mixer System	Paid by EFT #6974		05/18/2026	05/27/2026	05/31/2026			20,711.44
		Vendor 50328 - D&H WATER SYSTEMS INC Totals				Invoices	1		\$20,711.44
Vendor 48471 - DIAMOND DOOR DOOR DEPOSIT 26	Buildings	Paid by Check #115421		05/27/2026	06/10/2026	06/30/2026			843.68
		Vendor 48471 - DIAMOND DOOR Totals				Invoices	1		\$843.68
Vendor 48289 - DIY HOME CENTER May 26 Stmt	Buildings & Shop Supplies	Paid by EFT #7045		05/31/2026	06/10/2026	05/31/2026			1,579.58
		Vendor 48289 - DIY HOME CENTER Totals				Invoices	1		\$1,579.58
Vendor 49959 - DUDEK 202604970	Grounds & Maintenance	Paid by EFT #7046		05/27/2026	06/10/2026	05/31/2026			2,983.08
		Vendor 49959 - DUDEK Totals				Invoices	1		\$2,983.08
Vendor 50515 - EJ USA INC 110260029988	Grounds & Maintenance	Paid by EFT #7047		05/07/2026	06/10/2026	06/30/2026			2,896.77
		Vendor 50515 - EJ USA INC Totals				Invoices	1		\$2,896.77
Vendor 45227 - EMPIRE SAFETY & SUPPLY 0131227-IN	Field, Shop & Safety Supplies Inventory	Paid by EFT #7048		05/26/2026	06/10/2026	06/30/2026			927.89
		Vendor 45227 - EMPIRE SAFETY & SUPPLY Totals				Invoices	1		\$927.89
Vendor 44263 - ENS RESOURCES INC 10091	Public Relations Expense	Paid by EFT #7049		06/07/2026	06/10/2026	05/31/2026			5,500.00
		Vendor 44263 - ENS RESOURCES INC Totals				Invoices	1		\$5,500.00
Vendor 42100 - ENVIRONMENTAL RESOURCES ASSO 147841	Laboratory Supplies	Paid by EFT #7050		05/15/2026	06/10/2026	05/31/2026			77.65
		Vendor 42100 - ENVIRONMENTAL RESOURCES ASSO Totals				Invoices	1		\$77.65
Vendor 50402 - ERROL L MONTGOMERY & ASSOCIATES INC 6710-26-1A	Sunset Well Reconstruction	Paid by EFT #6975		03/31/2026	05/27/2026	05/31/2026			7,922.00
6710-26-1B	Tanglewood Well (New Supply)	Paid by EFT #6975		03/31/2026	05/27/2026	05/31/2026			4,332.50
		Vendor 50402 - ERROL L MONTGOMERY & ASSOCIATES INC Totals				Invoices	2		\$12,254.50
Vendor 50501 - EST ANALYTICAL I101862	Replace Discreet Analyzer	Paid by EFT #7051		04/30/2026	06/10/2026	05/31/2026			88,102.07
		Vendor 50501 - EST ANALYTICAL Totals				Invoices	1		\$88,102.07
Vendor 18550 - EUROFINS EATON ANALYTICAL LLC									



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
3800122592	Monitoring	Paid by EFT #7016		04/10/2026	06/03/2026	05/31/2026		06/03/2026	41.20
3800125384	Monitoring	Paid by EFT #7016		04/29/2026	06/03/2026	05/31/2026		06/03/2026	41.20
3800127547	Monitoring	Paid by EFT #7016		05/18/2026	06/03/2026	05/31/2026		06/03/2026	41.20
3800128300	Monitoring	Paid by EFT #7016		05/22/2026	06/03/2026	05/31/2026		06/03/2026	1,909.62
3800128314	Monitoring	Paid by EFT #7016		05/22/2026	06/03/2026	05/31/2026		06/03/2026	10.61
Vendor 18550 - EUROFINS EATON ANALYTICAL LLC Totals							Invoices	5	\$2,043.83
Vendor 14890 - FEDEX									
9-299-17575	Postage Expenses	Paid by EFT #6976		05/15/2026	05/27/2026	05/31/2026		05/28/2026	125.93
9-307-84686	Postage Expenses	Paid by EFT #7017		05/22/2026	06/03/2026	05/31/2026		06/03/2026	125.29
Vendor 14890 - FEDEX Totals							Invoices	2	\$251.22
Vendor 48715 - FLEETCREW -ANELLE MGMT SRV									
66404	Service Contracts	Paid by EFT #7052		05/20/2026	06/10/2026	05/31/2026		06/10/2026	1,178.00
Vendor 48715 - FLEETCREW -ANELLE MGMT SRV Totals							Invoices	1	\$1,178.00
Vendor 48402 - FLYERS ENERGY LLC									
26-637403	Gasoline & Diesel Fuel Inventory	Paid by EFT #7018		05/20/2026	06/03/2026	05/31/2026		06/03/2026	8,785.88
Vendor 48402 - FLYERS ENERGY LLC Totals							Invoices	1	\$8,785.88
Vendor 43111 - GFS CHEMICALS INC									
CINV-185066	Laboratory Supplies	Paid by EFT #7053		05/18/2026	06/10/2026	05/31/2026		06/10/2026	53.91
Vendor 43111 - GFS CHEMICALS INC Totals							Invoices	1	\$53.91
Vendor 48837 - BRENT GOLIGOSKI									
PER DIEM 061926	Travel - Meetings - Education	Paid by EFT #6977		04/10/2026	05/27/2026	06/30/2026		05/28/2026	529.00
Vendor 48837 - BRENT GOLIGOSKI Totals							Invoices	1	\$529.00
Vendor 15600 - GRAINGER									
9912625010	Pump Stations	Paid by EFT #6978		05/12/2026	05/27/2026	05/31/2026		05/28/2026	887.25
9912725729	Pump Stations	Paid by EFT #6978		05/12/2026	05/27/2026	05/31/2026		05/28/2026	259.84
9917857444	Buildings	Paid by EFT #6978		05/15/2026	05/27/2026	05/31/2026		05/28/2026	446.43
9920032589	Wells	Paid by EFT #6978		05/18/2026	05/27/2026	05/31/2026		05/28/2026	757.68
9920303857	Wells	Paid by EFT #6978		05/18/2026	05/27/2026	05/31/2026		05/28/2026	74.82
9922120473	Field, Shop & Safety Supplies Inventory	Paid by EFT #7054		05/19/2026	06/10/2026	05/31/2026		06/10/2026	213.96
9924233100	Safety Equipment - Physicals	Paid by EFT #7054		05/20/2026	06/10/2026	05/31/2026		06/10/2026	995.74
9924433304	Small Tools	Paid by EFT #7054		05/21/2026	06/10/2026	05/31/2026		06/10/2026	183.91
9924659635	Shop Supplies	Paid by EFT #7054		05/21/2026	06/10/2026	05/31/2026		06/10/2026	93.15
9924675565	Automotive	Paid by EFT #7054		05/21/2026	06/10/2026	05/31/2026		06/10/2026	199.23
9925788102	Grounds & Maintenance	Paid by EFT #7054		05/21/2026	06/10/2026	05/31/2026		06/10/2026	598.92
9937325703	Safety Equipment - Physicals	Paid by EFT #7054		06/02/2026	06/10/2026	06/30/2026		06/10/2026	1,837.10
Vendor 15600 - GRAINGER Totals							Invoices	12	\$6,548.03
Vendor 15800 - HACH CO									
15012922	Other Supplies	Paid by EFT #7055		05/21/2026	06/10/2026	05/31/2026		06/10/2026	543.36
Vendor 15800 - HACH CO Totals							Invoices	1	\$543.36
Vendor 48332 - HDR ENGINEERING INC									
1200830003	Contractual Services	Paid by EFT #7056		05/28/2026	06/10/2026	05/31/2026		06/10/2026	7,895.75



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Vendor 48332 - HDR ENGINEERING INC Totals						Invoices	1		\$7,895.75
Vendor 50529 - JACLYN HERNANDEZ 2708404	Turf Buy-Back Program	Paid by EFT #7019		05/22/2026	06/03/2026	05/31/2026		06/03/2026	896.00
Vendor 50529 - JACLYN HERNANDEZ Totals						Invoices	1		\$896.00
Vendor 49604 - HOUSTON MAGNANI AND ASSOCIATES 8074	Public Relations Expense	Paid by EFT #7057		05/29/2026	06/10/2026	05/31/2026		06/10/2026	800.00
Vendor 49604 - HOUSTON MAGNANI AND ASSOCIATES Totals						Invoices	1		\$800.00
Vendor 49984 - IBIS SCIENTIFIC LLC IN089755	Laboratory Supplies	Paid by EFT #7058		05/06/2026	06/10/2026	05/31/2026		06/10/2026	563.26
Vendor 49984 - IBIS SCIENTIFIC LLC Totals						Invoices	1		\$563.26
Vendor 43208 - IN-SITU INC INV126448	Laboratory Supplies	Paid by EFT #7059		05/20/2026	06/10/2026	05/31/2026		06/10/2026	243.28
Vendor 43208 - IN-SITU INC Totals						Invoices	1		\$243.28
Vendor 48056 - INFOSEND INC 311300	Printing & Postage Expenses	Paid by EFT #7060		05/31/2026	06/10/2026	05/31/2026		06/10/2026	12,070.40
Vendor 48056 - INFOSEND INC Totals						Invoices	1		\$12,070.40
Vendor 50123 - INLAND SUPPLY CO INC 1117975	Janitorial Supplies Inventory	Paid by EFT #7061		05/21/2026	06/10/2026	05/31/2026		06/10/2026	1,225.29
Vendor 50123 - INLAND SUPPLY CO INC Totals						Invoices	1		\$1,225.29
Vendor 48193 - INSTRUMENT TECHNOLOGY CORP 27092	Small Tools	Paid by EFT #6979		05/06/2026	05/27/2026	05/31/2026		05/28/2026	3,736.63
Vendor 48193 - INSTRUMENT TECHNOLOGY CORP Totals						Invoices	1		\$3,736.63
Vendor 44110 - J&L PRO KLEEN INC 40279	Janitorial Services	Paid by EFT #7020		05/18/2026	06/03/2026	05/31/2026		06/03/2026	7,000.00
Vendor 44110 - J&L PRO KLEEN INC Totals						Invoices	1		\$7,000.00
Vendor 47947 - JACK HENRY & ASSOC. INC 5268715	Service Contracts	Paid by EFT #7021		04/30/2026	06/03/2026	05/31/2026		06/03/2026	315.48
Vendor 47947 - JACK HENRY & ASSOC. INC Totals						Invoices	1		\$315.48
Vendor 45141 - KAESER COMPRESSORS INC 918263260	Grounds & Maintenance	Paid by EFT #6980		04/07/2026	05/27/2026	05/31/2026		05/28/2026	1,562.72
Vendor 45141 - KAESER COMPRESSORS INC Totals						Invoices	1		\$1,562.72
Vendor 40821 - KENNEDY JENKS CONSULTANTS INC 187944	Al Tahoe/Bayview Backup Power & Al Tahoe Well Rehab	Paid by EFT #6981		05/18/2026	05/27/2026	05/31/2026		05/28/2026	10,753.60
Vendor 40821 - KENNEDY JENKS CONSULTANTS INC Totals						Invoices	1		\$10,753.60
Vendor 43694 - KIMBALL MIDWEST 104429341	Shop Supplies	Paid by EFT #6982		05/01/2026	05/27/2026	05/31/2026		05/28/2026	551.91
104452156	Shop Supplies	Paid by EFT #6982		05/11/2026	05/27/2026	05/31/2026		05/28/2026	(551.91)
104452182	Shop Supplies & Small Tools	Paid by EFT #6982		05/11/2026	05/27/2026	05/31/2026		05/28/2026	559.63
Vendor 43694 - KIMBALL MIDWEST Totals						Invoices	3		\$559.63
Vendor 49725 - LAKESIDE TERMITE & PEST CONTROL 019242705	Buildings	Paid by EFT #6983		05/20/2026	05/27/2026	05/31/2026		05/28/2026	150.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 22200 - LANGENFELD ACE HARDWARE		Vendor 49725 - LAKESIDE TERMITE & PEST CONTROL Totals			Invoices		1		\$150.00
May 26 Stmt	Buildings & Shop Supplies	Paid by EFT #7062		05/31/2026	06/10/2026	05/31/2026		06/10/2026	654.26
Vendor 22200 - LANGENFELD ACE HARDWARE		Vendor 22200 - LANGENFELD ACE HARDWARE Totals			Invoices		1		\$654.26
Vendor 50527 - ANDREW LEONARD		Vendor 50527 - ANDREW LEONARD Totals			Invoices		1		\$360.00
2603509	Water Use Reduction Rebates	Paid by EFT #6984		05/20/2026	05/27/2026	05/31/2026		05/28/2026	360.00
Vendor 22550 - LIBERTY UTILITIES		Vendor 22550 - LIBERTY UTILITIES Totals			Invoices		1		\$360.00
200008909950 426	Electricity	Paid by Check #115399		05/07/2026	05/27/2026	05/31/2026		05/28/2026	726.27
200008913150 426	Electricity	Paid by Check #115399		05/07/2026	05/27/2026	05/31/2026		05/28/2026	80.53
200008913333 426	Electricity	Paid by Check #115399		05/07/2026	05/27/2026	05/31/2026		05/28/2026	784.45
200008913713 426	Electricity	Paid by Check #115399		05/07/2026	05/27/2026	05/31/2026		05/28/2026	255.25
200008928034 426	Electricity	Paid by Check #115400		05/07/2026	05/27/2026	05/31/2026		05/28/2026	6,793.52
2000089X3226 426	Electricity	Paid by Check #115399		05/07/2026	05/27/2026	05/31/2026		05/28/2026	501.29
200016639524 426	Electricity	Paid by Check #115399		05/07/2026	05/27/2026	05/31/2026		05/28/2026	4,067.75
200008898161 426	Electricity	Paid by Check #115400		05/08/2026	05/27/2026	05/31/2026		05/28/2026	78.34
200008899078 426	Electricity	Paid by Check #115399		05/08/2026	05/27/2026	05/31/2026		05/28/2026	11.91
200008899169 426	Electricity	Paid by Check #115402		05/08/2026	06/03/2026	05/31/2026		06/03/2026	2.47
200008899391 426	Electricity	Paid by Check #115399		05/08/2026	05/27/2026	05/31/2026		05/28/2026	320.74
200008899649 426	Electricity	Paid by Check #115399		05/08/2026	05/27/2026	05/31/2026		05/28/2026	83.79
200008913424 426	Electricity	Paid by Check #115399		05/08/2026	05/27/2026	05/31/2026		05/28/2026	417.56
200008913614 526	Electricity	Paid by Check #115403		05/08/2026	06/03/2026	05/31/2026		06/03/2026	9.58
200008913887 426	Electricity	Paid by Check #115399		05/08/2026	05/27/2026	05/31/2026		05/28/2026	130.38
200008919025 426	Electricity	Paid by Check #115400		05/08/2026	05/27/2026	05/31/2026		05/28/2026	668.35
200008937027 426	Electricity	Paid by Check #115399		05/08/2026	05/27/2026	05/31/2026		05/28/2026	4.63
200009089042 426	Electricity	Paid by Check #115399		05/08/2026	05/27/2026	05/31/2026		05/28/2026	5.73
200009089216 426	Electricity	Paid by Check #115399		05/08/2026	05/27/2026	05/31/2026		05/28/2026	.61
200008899490 426	Electricity	Paid by Check #115400		05/11/2026	05/27/2026	05/31/2026		05/28/2026	8,391.02
200008904860 426	Electricity	Paid by Check #115399		05/11/2026	05/27/2026	05/31/2026		05/28/2026	824.51
200008913051 426	Electricity	Paid by Check #115399		05/11/2026	05/27/2026	05/31/2026		05/28/2026	376.81
200008919215 426	Electricity	Paid by Check #115400		05/11/2026	05/27/2026	05/31/2026		05/28/2026	642.50
200008919983 426	Electricity	Paid by Check #115399		05/11/2026	05/27/2026	05/31/2026		05/28/2026	3,580.76
200008923076 426	Electricity	Paid by Check #115399		05/11/2026	05/27/2026	05/31/2026		05/28/2026	8,974.79
200008913952 426	Electricity	Paid by Check #115399		05/12/2026	05/27/2026	05/31/2026		05/28/2026	88.54
200008919124 426	Electricity	Paid by Check #115400		05/12/2026	05/27/2026	05/31/2026		05/28/2026	813.58
200008919298 426	Electricity	Paid by Check #115399		05/12/2026	05/27/2026	05/31/2026		05/28/2026	220.65
200008923183 426	Electricity	Paid by Check #115400		05/12/2026	05/27/2026	05/31/2026		05/28/2026	866.00
200008932903 426	Electricity	Paid by Check #115400		05/12/2026	05/27/2026	05/31/2026		05/28/2026	2,655.02
200008904415 A26	Electricity	Paid by Check #115400		05/13/2026	05/27/2026	05/31/2026		05/28/2026	7,644.77
200008919389 426	Electricity	Paid by Check #115399		05/13/2026	05/27/2026	05/31/2026		05/28/2026	478.73
200008923282 426	Electricity	Paid by Check #115400		05/13/2026	05/27/2026	05/31/2026		05/28/2026	8,627.03
200008904753 426	Electricity	Paid by Check #115399		05/14/2026	05/27/2026	05/31/2026		05/28/2026	1,148.42



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
200008923498 426	Electricity	Paid by Check #115399		05/14/2026	05/27/2026	05/31/2026		05/28/2026	2,648.05
200008928612 426	Electricity	Paid by Check #115400		05/15/2026	05/27/2026	05/31/2026		05/28/2026	7,291.81
200008937159 426	Electricity	Paid by Check #115400		05/15/2026	05/27/2026	05/31/2026		05/28/2026	124.20
200008895860 526	Electricity	Paid by Check #115400		05/18/2026	05/27/2026	05/31/2026		05/28/2026	526.42
200008895969 426	Electricity	Paid by Check #115400		05/18/2026	05/27/2026	05/31/2026		05/28/2026	8,338.09
200008919454 426	Electricity	Paid by Check #115400		05/18/2026	05/27/2026	05/31/2026		05/28/2026	65.41
200008928315 426	Electricity	Paid by Check #115403		05/18/2026	06/03/2026	05/31/2026		06/03/2026	12,444.41
200008923563 526	Electricity	Paid by Check #115403		05/19/2026	06/03/2026	05/31/2026		06/03/2026	4,301.93
200008904043 526	Electricity	Paid by Check #115403		05/20/2026	06/03/2026	05/31/2026		06/03/2026	605.37
200008919538 426	Electricity	Paid by Check #115402		05/20/2026	06/03/2026	05/31/2026		06/03/2026	10.84
200008919603 526	Electricity	Paid by Check #115403		05/20/2026	06/03/2026	05/31/2026		06/03/2026	419.75
200008923399 526	Electricity	Paid by Check #115402		05/20/2026	06/03/2026	05/31/2026		06/03/2026	4,395.15
200008895654 526	Electricity	Paid by Check #115402		05/26/2026	06/03/2026	05/31/2026		06/03/2026	1,506.97
200008895761 526	Electricity	Paid by Check #115402		05/26/2026	06/03/2026	05/31/2026		06/03/2026	730.59
200008923795 526	Electricity	Paid by Check #115402		05/26/2026	06/03/2026	05/31/2026		06/03/2026	326.93
200008932457 526	Electricity	Paid by Check #115402		05/26/2026	06/03/2026	05/31/2026		06/03/2026	27.84
200008932747 526	Electricity	Paid by Check #115402		05/26/2026	06/03/2026	05/31/2026		06/03/2026	86.25
200008909257 526	Electricity	Paid by Check #115403		05/28/2026	06/03/2026	05/31/2026		06/03/2026	2,414.39
200008928828 526	Electricity	Paid by Check #115403		05/28/2026	06/03/2026	05/31/2026		06/03/2026	69.62
200008932168 526	Electricity	Paid by Check #115403		05/28/2026	06/03/2026	05/31/2026		06/03/2026	4,449.21
Vendor 22550 - LIBERTY UTILITIES Totals							Invoices	54	\$111,059.51
Vendor 49065 - LIFE TECHNOLOGIES CORPORATION									
89027966	Laboratory Equipment	Paid by EFT #6985		05/13/2026	05/27/2026	05/31/2026		05/28/2026	7,746.21
Vendor 49065 - LIFE TECHNOLOGIES CORPORATION Totals							Invoices	1	\$7,746.21
Vendor 47903 - LINDE GAS & EQUIPMENT INC									
56798419	Buildings	Paid by EFT #7022		05/21/2026	06/03/2026	05/31/2026		06/03/2026	779.44
56815116	Shop Supplies	Paid by EFT #7022		05/21/2026	06/03/2026	05/31/2026		06/03/2026	80.35
Vendor 47903 - LINDE GAS & EQUIPMENT INC Totals							Invoices	2	\$859.79
Vendor 45059 - LUMOS & ASSOCIATES									
132253	Meter Installations Final Phase	Paid by EFT #7063		05/20/2026	06/10/2026	05/31/2026		06/10/2026	2,485.00
Vendor 45059 - LUMOS & ASSOCIATES Totals							Invoices	1	\$2,485.00
Vendor 21701 - MCCLATCHY COMPANY LLC									
IN144572	Keys CIPP Project	Paid by EFT #6986		04/30/2026	05/27/2026	05/31/2026		05/28/2026	1,297.82
Vendor 21701 - MCCLATCHY COMPANY LLC Totals							Invoices	1	\$1,297.82
Vendor 18150 - MEEKS BUILDING SOLUTIONS									
5163195	Pipe - Covers & Manholes	Paid by EFT #7023		05/05/2026	06/03/2026	05/31/2026		06/03/2026	1,187.12
May 26 Stmt	Buildings & Pump Stations	Paid by EFT #7064		05/31/2026	06/10/2026	05/31/2026		06/10/2026	677.94
Vendor 18150 - MEEKS BUILDING SOLUTIONS Totals							Invoices	2	\$1,865.06
Vendor 48329 - MICHAEL HOHL MOTOR COMPANY									
5608405	Automotive	Paid by EFT #7065		06/04/2026	06/10/2026	06/30/2026		06/10/2026	203.32
Vendor 48329 - MICHAEL HOHL MOTOR COMPANY Totals							Invoices	1	\$203.32
Vendor 43889 - MME MUNICIPAL MAINTENANCE									



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049345	Automotive	Paid by EFT #7066		05/13/2026	06/10/2026	05/31/2026			1,839.60
		Vendor 43889 - MME MUNICIPAL MAINTENANCE Totals				Invoices	1		<u>1,839.60</u>
Vendor 50372 - N&S TRACTOR									
IP02686	Automotive	Paid by EFT #7067		05/22/2026	06/10/2026	06/30/2026			71.52
		Vendor 50372 - N&S TRACTOR Totals				Invoices	1		<u>71.52</u>
Vendor 49765 - NAPA AUTO PARTS									
801770	Field, Shop & Safety Supplies Inventory	Paid by EFT #7068		05/21/2026	06/10/2026	05/31/2026			179.05
May 26 Stmt	Automotive & Shop Supplies	Paid by EFT #7068		05/31/2026	06/10/2026	05/31/2026			3,755.49
		Vendor 49765 - NAPA AUTO PARTS Totals				Invoices	2		<u>3,934.54</u>
Vendor 49014 - NATIONAL AUTO FLEET GROUP									
WF14940B	Replace Truck #50 - Water Reuse	Paid by Check #115422		12/03/2025	06/10/2026	06/30/2026			35,467.57
		Vendor 49014 - NATIONAL AUTO FLEET GROUP Totals				Invoices	1		<u>\$35,467.57</u>
Vendor 49208 - NEVADA NEWS GROUP									
57956	Ads-Legal Notices	Paid by EFT #6987		02/28/2026	05/27/2026	05/31/2026			325.00
		Vendor 49208 - NEVADA NEWS GROUP Totals				Invoices	1		<u>\$325.00</u>
Vendor 50281 - NEXGEN ASSET MGMT									
5087	CMMS Implementation	Paid by EFT #6988		11/12/2025	05/27/2026	05/31/2026			18,480.00
		Vendor 50281 - NEXGEN ASSET MGMT Totals				Invoices	1		<u>\$18,480.00</u>
Vendor 48315 - O'REILLY AUTO PARTS									
May 26 Stmt	Mobile Equipment	Paid by EFT #7069		05/28/2026	06/10/2026	05/31/2026			39.13
		Vendor 48315 - O'REILLY AUTO PARTS Totals				Invoices	1		<u>\$39.13</u>
Vendor 44607 - OLIN PIONEER AMERICAS LLC									
900725245	Hypochlorite	Paid by EFT #7070		05/29/2026	06/10/2026	06/30/2026			14,658.65
		Vendor 44607 - OLIN PIONEER AMERICAS LLC Totals				Invoices	1		<u>\$14,658.65</u>
Vendor 49997 - PACIFIC STEEL & RECYCLING									
9357445	Pipe - Covers & Manholes	Paid by EFT #7071		06/04/2026	06/10/2026	06/30/2026			1,854.30
		Vendor 49997 - PACIFIC STEEL & RECYCLING Totals				Invoices	1		<u>\$1,854.30</u>
Vendor 20450 - PDM STEEL									
598299-01	Buildings	Paid by EFT #7072		05/15/2026	06/10/2026	05/31/2026			203.71
		Vendor 20450 - PDM STEEL Totals				Invoices	1		<u>\$203.71</u>
Vendor 49961 - PLATINUM ADVISORS LLC									
40384	Public Relations Expense	Paid by EFT #7073		06/01/2026	06/10/2026	06/30/2026			750.00
		Vendor 49961 - PLATINUM ADVISORS LLC Totals				Invoices	1		<u>\$750.00</u>
Vendor 44593 - POLYDYNE INC									
2020042	Polymer	Paid by EFT #6989		04/16/2026	05/27/2026	05/31/2026			28,614.30
2020782	Polymer	Paid by EFT #6989		04/20/2026	05/27/2026	05/31/2026			(7,153.58)
		Vendor 44593 - POLYDYNE INC Totals				Invoices	2		<u>\$21,460.72</u>
Vendor 48313 - POWER TRAC									
105828	Grounds & Maintenance	Paid by EFT #7074		05/26/2026	06/10/2026	06/30/2026			679.87
		Vendor 48313 - POWER TRAC Totals				Invoices	1		<u>\$679.87</u>
Vendor 50528 - FREDERICK & DIANE PRINGLE									



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2707626	Water Use Reduction Rebates	Paid by EFT #6990		05/21/2026	05/27/2026	05/31/2026		05/28/2026	750.00
		Vendor 50528 - FREDERICK & DIANE PRINGLE Totals				Invoices	1		\$750.00
Vendor 49923 - QUADIANT FINANCE USA INC									
05/13/26	Postage prepaid	Paid by EFT #7075		06/03/2026	06/10/2026	05/31/2026		06/10/2026	2,000.00
		Vendor 49923 - QUADIANT FINANCE USA INC Totals				Invoices	1		\$2,000.00
Vendor 43332 - RED WING SHOE STORE									
812ST1-4732325	Safety Equipment - Physicals	Paid by EFT #6991		05/12/2026	05/27/2026	05/31/2026		05/28/2026	254.46
		Vendor 43332 - RED WING SHOE STORE Totals				Invoices	1		\$254.46
Vendor 47803 - REDWOOD PRINTING									
38526	Office Supplies	Paid by EFT #7024		05/26/2026	06/03/2026	05/31/2026		06/03/2026	129.18
		Vendor 47803 - REDWOOD PRINTING Totals				Invoices	1		\$129.18
Vendor 48144 - RELIANCE STANDARD									
MAY2026	Voluntary Life Payable May	Paid by Check #115404		05/01/2026	06/03/2026	05/31/2026		06/03/2026	1,497.04
MAY26A	LTD/Life Insurance Management May	Paid by Check #115404		05/01/2026	06/03/2026	05/31/2026		06/03/2026	2,938.57
MAY26B	LTD/Life Insurance Union/Board Payable May	Paid by Check #115404		05/01/2026	06/03/2026	05/31/2026		06/03/2026	3,439.88
		Vendor 48144 - RELIANCE STANDARD Totals				Invoices	3		\$7,875.49
Vendor 50251 - RICHARDS WATSON & GERSHON									
258476	Legal Services April 2026	Paid by EFT #7076		05/12/2026	06/10/2026	04/30/2026		06/10/2026	87,028.43
		Vendor 50251 - RICHARDS WATSON & GERSHON Totals				Invoices	1		\$87,028.43
Vendor 48110 - ROCKWELL SOLUTIONS INC									
3796	Tahoe Keys SPS Spare 75HP Submersible Pump	Paid by EFT #6992		05/20/2026	05/27/2026	05/31/2026		05/28/2026	65,049.35
		Vendor 48110 - ROCKWELL SOLUTIONS INC Totals				Invoices	1		\$65,049.35
Vendor 50472 - SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS									
43259	Force Main ARV Replacement	Paid by EFT #7077		04/30/2026	06/10/2026	05/31/2026		06/10/2026	28,281.50
		Vendor 50472 - SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS Totals				Invoices	1		\$28,281.50
Vendor 50347 - MARK SEELOS									
PER DIEM 061926	Travel - Meetings - Education	Paid by EFT #6993		04/10/2026	05/27/2026	06/30/2026		05/28/2026	529.00
		Vendor 50347 - MARK SEELOS Totals				Invoices	1		\$529.00
Vendor 50504 - SERVER SUPPLY.COM INC									
4516030	District Computer Supplies	Paid by EFT #7078		05/22/2026	06/10/2026	06/30/2026		06/10/2026	655.00
4516336	District Computer Supplies	Paid by EFT #7078		05/22/2026	06/10/2026	06/30/2026		06/10/2026	3,000.20
		Vendor 50504 - SERVER SUPPLY.COM INC Totals				Invoices	2		\$3,655.20
Vendor 48911 - JOHN SHERIDAN									
TRAVELEXP 041026	Travel - Meetings - Education	Paid by EFT #6994		05/21/2026	05/27/2026	05/31/2026		05/28/2026	584.72
		Vendor 48911 - JOHN SHERIDAN Totals				Invoices	1		\$584.72
Vendor 43552 - SHERWIN-WILLIAMS									
42241131640526	Grounds & Maintenance	Paid by EFT #7025		05/04/2026	06/03/2026	05/31/2026		06/03/2026	166.28
		Vendor 43552 - SHERWIN-WILLIAMS Totals				Invoices	1		\$166.28
Vendor 40633 - SIGMA ALDRICH INC									



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569978007	Laboratory Supplies	Paid by EFT #7026		05/17/2026	06/03/2026	05/31/2026		06/03/2026	87.40
570022382	Laboratory Supplies	Paid by EFT #7079		05/20/2026	06/10/2026	05/31/2026		06/10/2026	68.20
Vendor 40633 - SIGMA ALDRICH INC Totals							Invoices	2	\$155.60
Vendor 48628 - SOUTH LAKE TAHOE ACE HARDWARE									
076270	Pump Stations	Paid by EFT #6995		05/16/2026	05/27/2026	05/31/2026		05/28/2026	77.17
Vendor 48628 - SOUTH LAKE TAHOE ACE HARDWARE Totals							Invoices	1	\$77.17
Vendor 23400 - SOUTH TAHOE PUBLIC UTILITY DISTRICT									
2506132-001 426	Water & Other Utilities	Paid by Check #115401		05/01/2026	05/27/2026	05/31/2026		05/28/2026	1,664.43
2612107-001 426	Water	Paid by Check #115401		05/01/2026	05/27/2026	05/31/2026		05/28/2026	120.46
2718021-001 426	Water	Paid by Check #115401		05/01/2026	05/27/2026	05/31/2026		05/28/2026	184.11
3102034-001 426	Water	Paid by Check #115401		05/01/2026	05/27/2026	05/31/2026		05/28/2026	219.14
3103021-001 426	Water	Paid by Check #115401		05/01/2026	05/27/2026	05/31/2026		05/28/2026	184.11
3122506-001 426	Water & Other Utilities	Paid by Check #115401		05/01/2026	05/27/2026	05/31/2026		05/28/2026	112.54
3221118-001 426	Other Utilities	Paid by Check #115401		05/01/2026	05/27/2026	05/31/2026		05/28/2026	43.50
Vendor 23400 - SOUTH TAHOE PUBLIC UTILITY DISTRICT Totals							Invoices	7	\$2,528.29
Vendor 45168 - SOUTHWEST GAS									
910000041350 426	Natural Gas	Paid by EFT #6996		05/11/2026	05/27/2026	05/31/2026		05/28/2026	119.38
910000665034 426	Natural Gas	Paid by EFT #6996		05/12/2026	05/27/2026	05/31/2026		05/28/2026	11.00
910004641862 526	Natural Gas	Paid by EFT #6996		05/18/2026	05/27/2026	05/31/2026		05/28/2026	11.00
910000426082 526	Natural Gas	Paid by EFT #7027		05/19/2026	06/03/2026	05/31/2026		06/03/2026	39.17
910004972305 526	Natural Gas	Paid by EFT #7027		05/21/2026	06/03/2026	05/31/2026		06/03/2026	29.20
910005005635 526	Natural Gas	Paid by EFT #7027		05/21/2026	06/03/2026	05/31/2026		06/03/2026	37.61
910000416139 526	Natural Gas	Paid by EFT #7027		05/22/2026	06/03/2026	05/31/2026		06/03/2026	117.38
910000192416 526	Natural Gas	Paid by EFT #7027		05/26/2026	06/03/2026	05/31/2026		06/03/2026	167.72
910000421502 526	Natural Gas	Paid by EFT #7027		05/27/2026	06/03/2026	05/31/2026		06/03/2026	662.66
910000429959 526	Natural Gas	Paid by EFT #7027		05/27/2026	06/03/2026	05/31/2026		06/03/2026	124.04
910000429960 526	Natural Gas	Paid by EFT #7027		05/27/2026	06/03/2026	05/31/2026		06/03/2026	5,515.43
910005021566 526	Natural Gas	Paid by EFT #7027		05/27/2026	06/03/2026	05/31/2026		06/03/2026	96.16
Vendor 45168 - SOUTHWEST GAS Totals							Invoices	12	\$6,930.75
Vendor 50129 - STREAMLINE INC									
A16914F6-0008	Service Contracts	Paid by EFT #6997		05/01/2026	05/27/2026	05/31/2026		05/28/2026	26,199.96
Vendor 50129 - STREAMLINE INC Totals							Invoices	1	\$26,199.96
Vendor 48511 - SWRCB/DWOC									
RODRIGUEZ APP 26	Dues - Memberships - Certification	Paid by Check #115405		05/26/2026	06/03/2026	05/31/2026		06/03/2026	464.00
Vendor 48511 - SWRCB/DWOC Totals							Invoices	1	\$464.00
Vendor 48366 - TAHOE OUTDOOR LIVING									
9759-3	Grounds & Maintenance	Paid by EFT #7080		06/01/2026	06/10/2026	06/30/2026		06/10/2026	975.00
Vendor 48366 - TAHOE OUTDOOR LIVING Totals							Invoices	1	\$975.00
Vendor 48540 - TROXLER ELECTRONIC LABS INC									
PSERVI-22-33725	Shop Supplies	Paid by EFT #6998		03/02/2026	05/27/2026	05/31/2026		05/28/2026	637.30
PSERVI-22-33727	Shop Supplies	Paid by EFT #6998		03/02/2026	05/27/2026	05/31/2026		05/28/2026	640.05



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PSERVI-22-34121	Shop Supplies	Paid by EFT #6998		03/02/2026	05/27/2026	05/31/2026		05/28/2026	575.96
		Vendor 48540 - TROXLER ELECTRONIC LABS INC Totals				Invoices	3		\$1,853.31
Vendor 50275 - U-ROCK UTILITY EQUIPMENT LLC									
1190	Automotive	Paid by EFT #6999		05/08/2026	05/27/2026	05/31/2026		05/28/2026	3,094.97
		Vendor 50275 - U-ROCK UTILITY EQUIPMENT LLC Totals				Invoices	1		\$3,094.97
Vendor 49852 - ULTRA LINK CABLING SYSTEMS									
26-0247	Replace Fiber Shops	Paid by EFT #7000		05/13/2026	05/27/2026	05/31/2026		05/28/2026	9,838.24
		Vendor 49852 - ULTRA LINK CABLING SYSTEMS Totals				Invoices	1		\$9,838.24
Vendor 49976 - UNIFIED FIELD SERVICES CORP									
26/01A	Tank Coatings - Stateline No. 1	Paid by EFT #7081		05/31/2026	06/05/2026	05/31/2026		06/10/2026	75,400.00
26/01AR	Tank Coatings - Stateline No. 1 Retainage	Paid by EFT #7081		05/31/2026	06/05/2026	05/31/2026		06/10/2026	(3,770.00)
		Vendor 49976 - UNIFIED FIELD SERVICES CORP Totals				Invoices	2		\$71,630.00
Vendor 48262 - UPS FREIGHT									
0000966628206	Postage Expenses	Paid by EFT #7001		05/16/2026	05/27/2026	05/31/2026		05/28/2026	126.59
		Vendor 48262 - UPS FREIGHT Totals				Invoices	1		\$126.59
Vendor 49947 - CUST#593278 USABBLUEBOOK									
INV01040852	Shop Supplies	Paid by EFT #7002		05/07/2026	05/27/2026	05/31/2026		05/28/2026	166.25
INV01045251	Laboratory Supplies	Paid by EFT #7002		05/12/2026	05/27/2026	05/31/2026		05/28/2026	62.55
INV01045521	Pipe - Covers & Manholes	Paid by EFT #7002		05/12/2026	05/27/2026	05/31/2026		05/28/2026	1,030.52
INV01045594	Pipe - Covers & Manholes	Paid by EFT #7002		05/12/2026	05/27/2026	05/31/2026		05/28/2026	65.68
INV01045627	Pipe - Covers & Manholes	Paid by EFT #7002		05/12/2026	05/27/2026	05/31/2026		05/28/2026	32.84
INV01047253	Laboratory Equipment	Paid by EFT #7002		05/14/2026	05/27/2026	05/31/2026		05/28/2026	217.39
INV01048412	Arrowhead Well 8" Flow Meter	Paid by EFT #7002		05/15/2026	05/27/2026	05/31/2026		05/28/2026	6,491.12
INV01048466	Grizzly MTN Booster 8" Flow Meter	Paid by EFT #7002		05/15/2026	05/27/2026	05/31/2026		05/28/2026	6,491.12
INV01051819	Pump Stations	Paid by EFT #7082		05/19/2026	06/10/2026	05/31/2026		06/10/2026	69.30
INV01052847	Pipe - Covers & Manholes	Paid by EFT #7002		05/20/2026	05/27/2026	05/31/2026		05/28/2026	30.24
INV01052899	Pipe - Covers & Manholes	Paid by EFT #7082		05/20/2026	06/10/2026	05/31/2026		06/10/2026	15.11
INV01059436	Pipe - Covers & Manholes	Paid by EFT #7082		05/28/2026	06/10/2026	05/31/2026		06/10/2026	15.11
		Vendor 49947 - CUST#593278 USABBLUEBOOK Totals				Invoices	12		\$14,687.23
Vendor 48342 - V&A CONSULTING ENGINEERS INC									
26689	Contractual Services	Paid by EFT #7083		05/31/2026	06/10/2026	05/31/2026		06/10/2026	6,115.00
		Vendor 48342 - V&A CONSULTING ENGINEERS INC Totals				Invoices	1		\$6,115.00
Vendor 50508 - VALLEY AGRONOMICS LLC									
290002866	Alfalfa Field Rehabilitation	Paid by EFT #7003		04/29/2026	05/27/2026	05/31/2026		05/28/2026	2,873.25
		Vendor 50508 - VALLEY AGRONOMICS LLC Totals				Invoices	1		\$2,873.25
Vendor 49296 - VERIZON WIRELESS									
6143194777	Telephone	Paid by EFT #7004		05/09/2026	05/27/2026	05/31/2026		05/28/2026	599.47
		Vendor 49296 - VERIZON WIRELESS Totals				Invoices	1		\$599.47
Vendor 44580 - VESTIS SERVICES LLC									
5980364225	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	454.27



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5980364226	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	46.42
5980364227	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	52.08
5980364228	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	5.45
5980364229	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	13.50
5980364230	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	15.14
5980364231	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	111.90
5980364232	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	54.25
5980364233	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	25.90
5980364234	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	4.35
5980364235	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	65.78
5980364236	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	99.13
5980364237	Uniform Payable	Paid by EFT #7005		03/18/2026	05/27/2026	05/31/2026		05/28/2026	114.02
5980365769	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	72.39
5980365770	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	46.42
5980365771	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	49.83
5980365772	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	5.45
5980365773	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	13.50
5980365774	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	15.14
5980365775	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	110.56
5980365776	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	54.25
5980365777	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	30.80
5980365778	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	4.35
5980365779	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	63.33
5980365780	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	99.13
5980365781	Uniform Payable	Paid by EFT #7005		03/25/2026	05/27/2026	05/31/2026		05/28/2026	114.02
5980377826	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	78.02
5980377827	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	47.44
5980377828	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	53.13
5980377829	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	5.45
5980377830	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	13.50
5980377831	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	15.14
5980377832	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	121.03
5980377833	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	54.25
5980377834	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	32.57
5980377835	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	4.35
5980377836	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	72.60
5980377837	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	98.07
5980377838	Uniform Payable	Paid by EFT #7005		05/20/2026	05/27/2026	05/31/2026		05/28/2026	114.02
Vendor 44580 - VESTIS SERVICES LLC Totals							Invoices	39	\$2,450.93
Vendor 49540 - WATER SYSTEMS CONSULTING INC									
12564	Contractual Services	Paid by EFT #7084		03/31/2026	06/10/2026	05/31/2026		06/10/2026	6,055.28
12611	Contractual Services	Paid by EFT #7084		04/30/2026	06/10/2026	05/31/2026		06/10/2026	3,451.00



Payment of Claims

Payment Date Range 05/28/26 - 06/10/26
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 49540 - WATER SYSTEMS CONSULTING INC Totals				Invoices			2		\$9,506.28
Vendor 25850 - WESTERN NEVADA SUPPLY									
12272532	Pipe - Covers & Manholes	Paid by EFT #7085		05/19/2026	06/10/2026	05/31/2026		06/10/2026	1,827.00
12272536	Saddles & Fittings Inventory	Paid by EFT #7085		05/19/2026	06/10/2026	05/31/2026		06/10/2026	1,378.08
12272539	Boxes-Lids-Extensions Inventory	Paid by EFT #7085		05/19/2026	06/10/2026	05/31/2026		06/10/2026	699.28
12272549	Pipe - Covers & Manholes	Paid by EFT #7085		05/19/2026	06/10/2026	05/31/2026		06/10/2026	554.58
12272624	Fire Hydrants & Parts	Paid by EFT #7085		05/19/2026	06/10/2026	05/31/2026		06/10/2026	3,711.68
32187012	Small Tools	Paid by EFT #7006		05/19/2026	05/27/2026	05/31/2026		05/28/2026	205.32
12274005	Repair Clamps Inventory	Paid by EFT #7085		05/20/2026	06/10/2026	05/31/2026		06/10/2026	1,204.86
12275536	Pump Stations & Wells	Paid by EFT #7085		05/21/2026	06/10/2026	05/31/2026		06/10/2026	552.28
12276860	Meters & Parts Inventory	Paid by EFT #7085		05/21/2026	06/10/2026	05/31/2026		06/10/2026	542.81
32269701	Buildings	Paid by EFT #7085		05/22/2026	06/10/2026	05/31/2026		06/10/2026	1,598.63
32280233	Small Tools	Paid by EFT #7028		05/22/2026	06/03/2026	05/31/2026		06/03/2026	134.98
12248807	Repair Clamps Inventory	Paid by EFT #7085		05/26/2026	06/10/2026	05/31/2026		06/10/2026	2,034.69
12278562	Pipe Inventory	Paid by EFT #7085		05/26/2026	06/10/2026	05/31/2026		06/10/2026	406.51
12278564	Pipe - Covers & Manholes	Paid by EFT #7028		05/26/2026	06/03/2026	05/31/2026		06/03/2026	337.13
Vendor 25850 - WESTERN NEVADA SUPPLY Totals				Invoices			14		\$15,187.83
Vendor 48781 - WORLD OIL REFINING									
I500-01382450	Service Contracts	Paid by EFT #7029		05/22/2026	06/03/2026	05/31/2026		06/03/2026	153.00
Vendor 48781 - WORLD OIL REFINING Totals				Invoices			1		\$153.00
Vendor 50392 - ZORO									
INV18810052	Small Tools	Paid by EFT #7030		04/15/2026	06/03/2026	05/31/2026		06/03/2026	989.86
INV19020464	Pump Stations	Paid by EFT #7007		05/12/2026	05/27/2026	05/31/2026		05/28/2026	54.40
INV19077098	Shop Supplies	Paid by EFT #7086		05/19/2026	06/10/2026	05/31/2026		06/10/2026	287.31
Vendor 50392 - ZORO Totals				Invoices			3		\$1,331.57
Grand Totals				Invoices			314		\$1,206,294.37



SOUTH TAHOE PUBLIC UTILITY DISTRICT

Joel Henderson, Director
Nick Haven, Vice President

BOARD MEMBERS
Shane Romsos, President

Kelly Sheehan, Director
Nick Exline, Director

Paul Hughes, General Manager

Andrea Salazar, Chief Financial Officer

REGULAR MEETING OF THE BOARD OF DIRECTORS
SOUTH TAHOE PUBLIC UTILITY DISTRICT
June 4, 2026
MINUTES

The South Tahoe Public Utility District Board of Directors met in a regular session, 2:00 p.m., at the District Office, located at 1275 Meadow Crest Drive, South Lake Tahoe, California.

ROLL CALL: Board of Directors: President Romsos, Directors Haven, Sheehan, Henderson and Exline
Absent:

Staff: Paul Hughes, Andrea Salazar, Robert Wakefield, Melonie Guttry, Shannon Chandler, Shelly Thomsen, Megan Colvey, Ryan Lee

1. **PLEDGE OF ALLEGIANCE:**

2. **COMMENTS FROM THE PUBLIC: Jesse Garner**, with Firewise, USA, thanked the District for supporting fuels reduction and water for fire infrastructure in three sites in his community. The current effort is to define in map form, the risk in the lands around the community, including the location of fire hydrants. **President Romsos** commended Firewise community for its efforts as well.

3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR:** None

4. **ADOPTION OF CONSENT CALENDAR:**

Moved Sheehan/Second Henderson/Haven Yes/Romsos Yes/Henderson Yes/Sheehan Yes/Exline Yes to approve the Consent Calendar as presented.

a. **2026-2027 POLYMER SUPPLIES CONTRACT**

(Aaron Buckman, Manager of Plant Operations)

Authorized a one-year extension of the Polymer Purchase Contract for Fiscal Year 2026/2027 with Polydyne, Inc., in the estimated amount of \$143,000.

b. **MARCH 31, 2026 FISCAL YEAR TO DATE FINANCIAL STATEMENTS**

(Andrea Salazar, Chief Financial Officer)

Received and filed the March 31, 2026 Income Statement and Balance Sheet Reports.

c. ANNUAL ADOPTION OF STATEMENT OF INVESTMENT POLICY

(Greg Dupree, Accounting Manager)

Adopted Resolution No. 3335-26 (superseding Resolution No. 3311-25), adopting the Statement of Investment Policy.

d. RECEIVE AND FILE PAYMENT OF CLAIMS (Greg Dupree, Accounting Manager)

Received and filed Payment of Claims in the amount of \$1,390,263.37.

e. REGULAR BOARD MEETING MINUTES: May 21, 2026

(Melonie Guttry, Executive Services Manager/Clerk of the Board)

Approved May 21, 2026, Minutes

5. CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION: None

6. ITEMS FOR BOARD ACTION:

- a. Fiscal Year 2026/2027 Water and Sewer Service Charge Rates (Andrea Salazar, Chief Financial Officer) **Andrea Salazar** presented details regarding the water and sewer rate increases and received brief comments from the Board.

Moved Sheehan/Second Exline/Haven Yes/Romsos Yes/Henderson No/Sheehan Yes/Exline Yes to approve Resolution No. 3332-26 confirming the water and sewer service charge rate increases of 6.5% and 6.5% for Fiscal Year 2026/2027.

- b. Fiscal Year 2026/2027 Water Enterprise Fund Budget (Andrea Salazar, Chief Financial Officer) **Andrea Salazar** provided details regarding the Water Enterprise Fund Budget and received brief comments from the Board.

Moved Sheehan/Second Haven/Haven Yes/Romsos Yes/Henderson No/Sheehan Yes/Exline Yes to adopt Resolution No. 3333-26 for the Fiscal Year 2026/2027 Water Enterprise Fund Budget and authorize staff to incorporate any adjustments or changes necessary because of Board action.

- c. Fiscal Year 2026/2027 Sewer Enterprise Fund Budget (Andrea Salazar, Chief Financial Officer) **Andrea Salazar** provided details regarding the Sewer Enterprise Fund Budget and addressed questions from the Board.

Moved Sheehan/Second Haven/Haven Yes/Romsos Yes/Henderson No/Sheehan Yes/Exline Yes to Adopt Resolution No. 3334-26 for the Fiscal Year 2026/2027 Sewer Enterprise Fund Budget and authorize staff to incorporate any adjustments or changes necessary because of Board action.

7. STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS:

None.

8. BOARD MEMBER REPORTS:

Director Exline commended the District for its outreach to the community prior to the adoption of the rate increase. **Director Sheehan** echoed **Director Exline's** comments as she has also experienced positive interactions with the community regarding the rate increase rationale. **Director Henderson** said he appreciates the staff and the restructuring but he does not support the rate increase. **Director Haven** attended the Employee Communications Committee and he gets positive comments from constituents in the community who interact with staff at the front desk, and who see staff working in the field, and the District has a positive public image. He is proud to be a part of that.

9. STAFF/ATTORNEY REPORTS:

President Romsos requested an update on the Environmental Improvement Program. **Shelly Thomsen** reported the program constitutes 80 agencies working on lake-saving projects around Lake Tahoe. Its marketing outreach material is revamped including an updated logo and website called restoretahoe.com and the District's part in the program includes the Tahoe Water for Fire Suppression projects.

10. GENERAL MANAGER REPORT:

Paul Hughes reported on several items:

- He held a meet & greet with **Sam Booth**, the new Chief Executive Officer for Alpine County, including a tour of Diamond Valley Ranch.
- **Karla Nemeth** is the new Executive Director of Association of California Water Agencies and will be a great addition.

11. NOTICE OF PAST AND FUTURE MEETINGS/EVENTS

12. BREAK AND ADJOURN TO CLOSED SESSION: 2:20 p.m.

RECONVENE TO OPEN SESSION: 3:40 p.m.

No reportable Board Action.

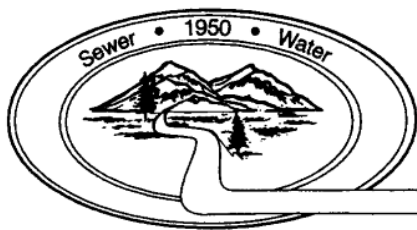
ADJOURNMENT: 3:41p.m.

Shane Romsos, Board President
South Tahoe Public Utility District

Shannon Chandler
Assistant Clerk of the Board
South Tahoe Public Utility District

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6a

TO: Board of Directors

FROM: John Sheridan, Operations Supervisor

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: 2025 Urban Water Management Plan and Water Shortage Contingency Plan Adoption

REQUESTED BOARD ACTION: (1) Hold a Public Hearing at 2:01 p.m. to receive public comments regarding the District's 2025 Urban Water Management Plan and Water Shortage Contingency Plan updates; and (2) Adopt Resolution No. 3336-26 approving the 2025 Urban Water Management Plan and Water Shortage Contingency Plan.

DISCUSSION: The District is a designated Urban Water supplier and is required to prepare an Urban Water Management Plan (UWMP) every five years. The Water Shortage Contingency Plan (WSCP) is a required appendices of the UWMP as part of the water contingency analysis specified by the California Water Code Section 10632. The draft 2025 UWMP and WSCP are ready for review by the public, staff, and other stakeholders.

At this meeting, a Public Hearing will be held at 2:01 p.m. to receive public comments regarding the District's 2025 UWMP and WSCP; and to request adoption of Resolution No. 3336-26 approving the 2025 UWMP and WSCP for submission to the California Department of Water Resources.

SCHEDULE: Upon Board Approval

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Resolution No. 3336-26; Presentation Slides; Urban Water Management Plan and Water Shortage Contingency Plan (attached separately)

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____

1 **RESOLUTION NO. 3336-26**

2 **A RESOLUTION BY THE BOARD OF DIRECTORS**
3 **OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT**

4 **WHEREAS**, the California Urban Water Management Planning Act (Water
5 Code section 10610 et. seq.), ("the Act") mandates that every urban water
6 supplier providing water for municipal purposes to more than 3,000 customers or
7 supplying more than 3,000 acre-feet of water annually, must prepare and adopt
8 an updated Urban Water Management Plan ("UWMP") at least once every five
9 years, the primary objective of which is to plan for the conservation and efficient
10 use of water; and

11 **WHEREAS**, California Water Code 10632 requires a Water Shortage
12 Contingency Plan ("WSCP") as part of the water contingency analysis for urban
13 water suppliers; and

14 **WHEREAS**, the South Tahoe Public Utility District ("District") is an "urban water
15 supplier" for purposes of the Act because it supplies more than 3,000 customers,
16 and

17 **WHEREAS**, in accordance with applicable law, including the requirements of
18 the Act and SBX7-7, the District has prepared its 2025 UWMP and WSCP and has
19 undertaken certain agency coordination, public notice, public involvement and
20 outreach, public comment, and other procedures in relation to its 2025 UWMP and
21 WSCP; and

22 **WHEREAS**, in accordance with applicable law, including Water Code sections
23 10608.26 and 10642, and Government Code section 6066, the District made its
24 Draft 2025 UWMP and WSCP available for public inspection and caused to be
25 published with the jurisdiction of the District at least two notices of public hearing
26 regarding the 2025 UWMP and WSCP; and

27 **WHEREAS**, the District held its public hearing on June 18, 2026 at 2:00 pm, in the
28 Board Room of the South Tahoe Public Utility District, located at 1275 Meadow
Crest Drive, South Lake Tahoe, CA 96150;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of South Tahoe
Public Utility District hereby formally adopts the above-mentioned Resolution No.
3336-26 for the effective date of June 18, 2026.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution
No. 3336-26 was duly and regularly adopted and passed by the Board

of Directors of the South Tahoe Public Utility District at a Regular meeting held on
the 18th day of June, 2026, by the following vote:

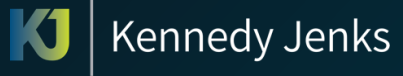
AYES:

NOES:

ABSENT:

Shane Romsos, Board President
South Tahoe Public Utility District

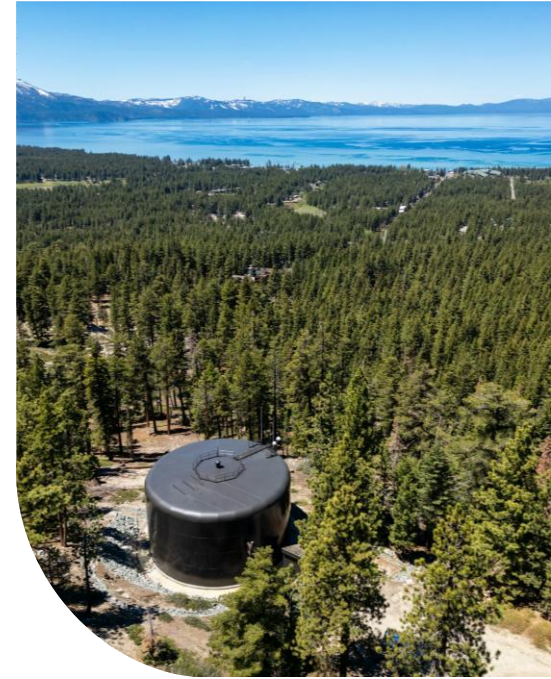
ATTEST: _____
Shannon Chandler
Assistant Clerk of the Board
South Tahoe Public Utility District



South Tahoe
Public Utility District

2025 Urban Water Management Plan and Water Shortage Contingency Plan

Public Hearing and Adoption
June 18, 2026



Agenda



- UWMP and WSCP Overview
- Urban Water Management Plan (UWMP) Key Elements
- Water Shortage Contingency Plan (WSCP) Key Elements
- Adoption and Timeline

Why a 2025 Update?



Required by the California UWMP every 5 years

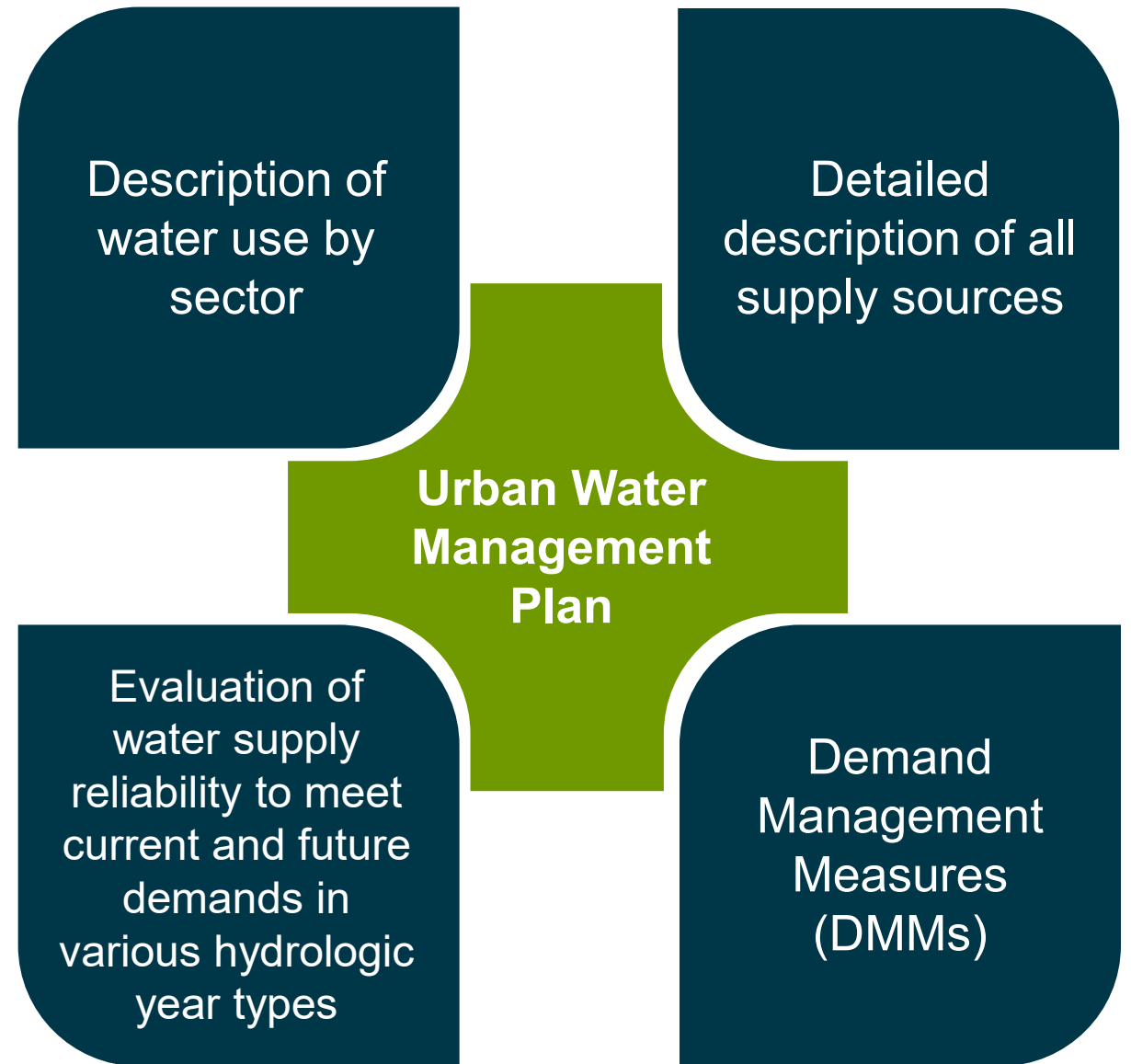


Updates planning evaluations of the availability, reliability, and quality of water supplies to inform other planning



Maintains eligibility for State grants

Key Elements of the UWMP



Key Elements of the UWMP

Current and Future Demands

- Population projections
- Metered usage
- SBx7-7 compliance
- Water loss standard compliance

Current and Future Supplies

- Basin characteristics
- Current and projected supply availability
- Future projects impacting water supplies

Supply Reliability

- Normal, single dry, and multiple dry year supply projections
- Drought risk assessment
- Supply and demand comparisons

Conservation and Demand Management

- Water waste
- Metering
- Conservation pricing
- Public outreach
- Water loss management
- Residential and commercial conservation programs

Demand Projections

Use Type	Current Water Use (AF)	Projected Water Use (AF)				
	2025	2030	2035	2040	2045	2050
Single Family	2,038	2,980	3,036	3,092	3,148	3,204
Multi-Family	699	963	1,008	1,008	1,008	1,008
Commercial	1,317	1,523	1,579	1,635	1,680	1,680
Distribution System Water Loss	826	868	893	910	926	935
Total	4,880	6,334	6,516	6,646	6,762	6,827

NOTES: Projections are based on average day demand.

SB X7-7 Compliance – Demonstrated in 2020

	Gallons per capita per day (GPCD)
Historical Baseline Water Use (10-year baseline, 1996-2004)	226
2020 Goal	181
2020 Annual Daily Per Capita Water Use	173
Goal Met?	YES

Progress Towards Water Loss Standard Compliance

Real Water Losses	
2028 Real Water Loss Standard	60.2 gallons per service connection per day (GPSCD)
Number of Connections	18,545
Total Real Water Loss (from AWWA Water Loss Audit)	566 AF
Real Water Loss	27.2 GPSCD

Apparent Water Losses	
2028 Apparent Water Loss Standard	3.8 gallons per service connection per day (GPSCD)
Number of Connections	18,545
Total Apparent Water Loss (from AWWA Water Loss Audit)	64.3 AF
Apparent Water Loss	3.1 GPSCD

Meets Real Water Loss Performance Standard and Apparent Water Loss Standard

Projected Supply Availability

Water Supply	Current Supply (AF)	Projected Supply (AF)				
	2025	2030	2035	2040	2045	2050
Groundwater (not desalinated)	4,800	6,334	6,516	6,646	6,762	6,827
Total	4,880	6,334	6,516	6,646	6,762	6,827

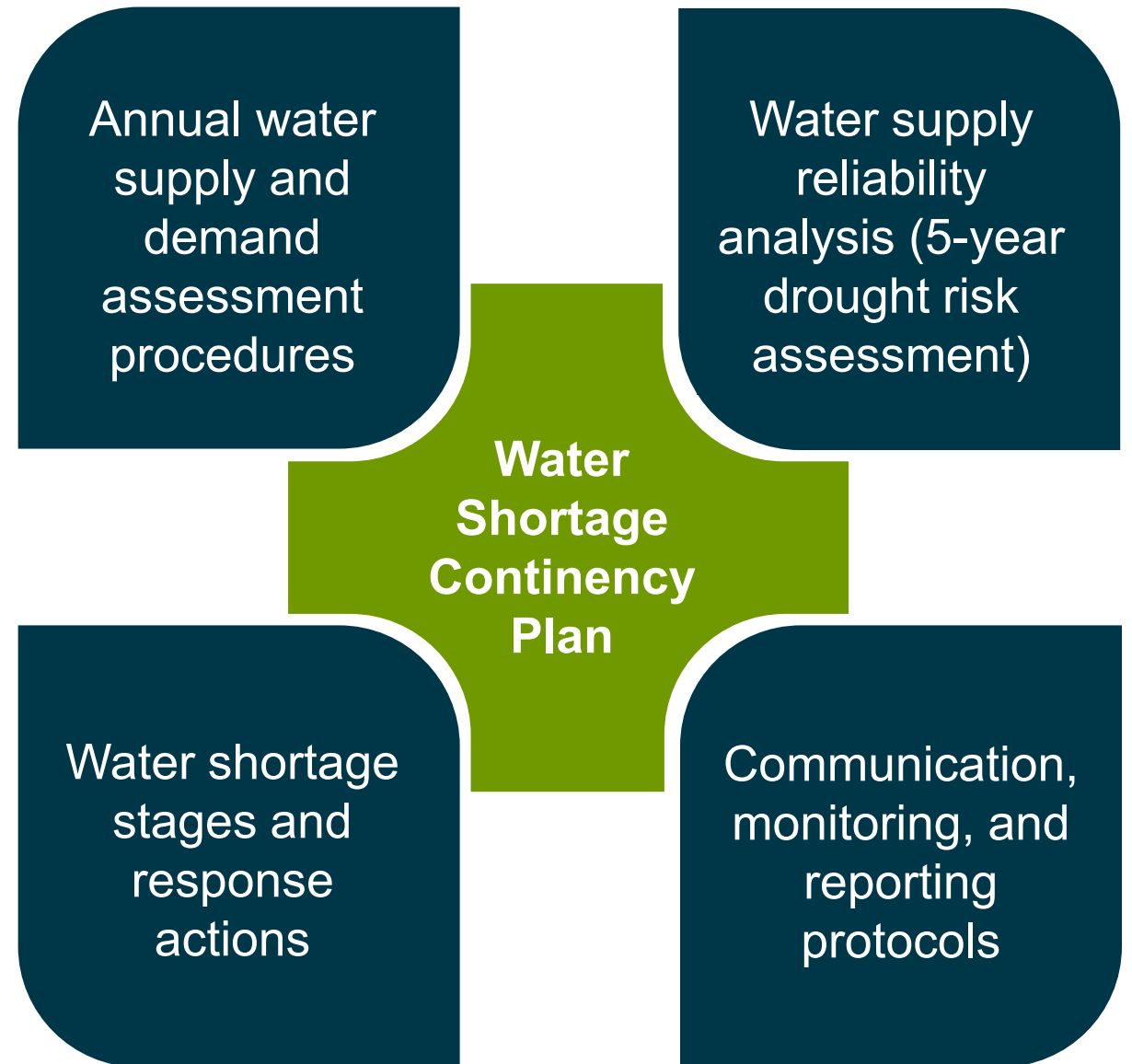
Supply Reliability Assessment

- The District has adequate supplies and supply augmentation methods to meet demands during normal, single-dry, and multiple-dry years throughout the 20-year planning period.

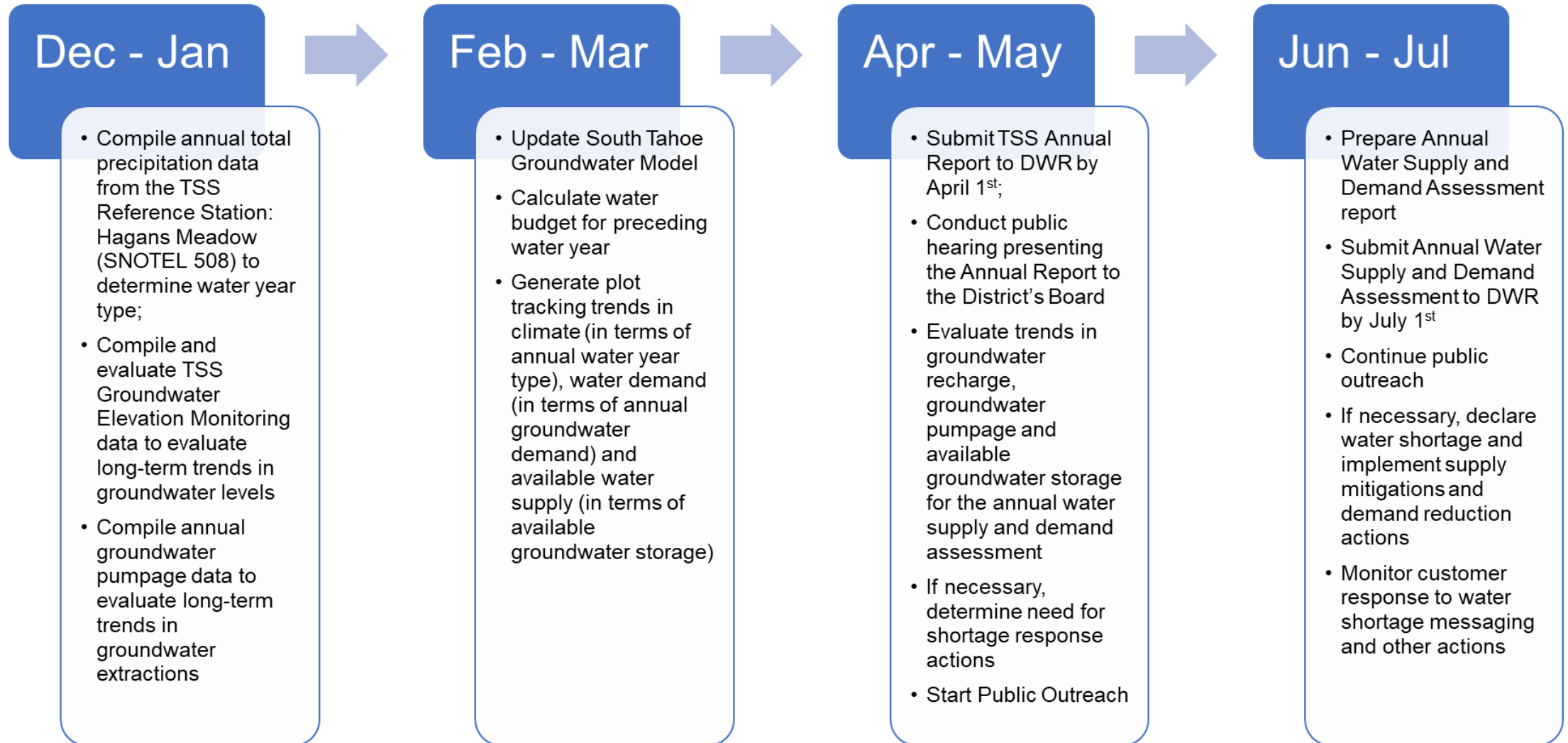
Conservation and DMMs

- Required by UWMP act:
 - Water waste prevention ordinances
 - Metering
 - Conservation pricing
 - Public education and outreach
 - Programs to assess and manage distribution system real loss
 - Water conservation program coordination and staffing support
- District-specific DMMs:
 - Residential programs – water efficient appliance rebates, Water Wise house calls, Water Wise landscape consultation, turf buy-back, irrigation efficiency evaluations and rebates, leak detection assistance, Direct Distribution Program Discounts (Cal WEP)
 - Commercial programs – customized commercial rebate program, commercial water use review, turf buy-back, Water Wise landscape consultation, Direct Distribution Program Discounts (Cal WEP)

Key Elements of the WSCP



Annual Supply/Demand Assessment Procedure



Five-Year Drought Risk Assessment

Supply/demand projections over the next five years, assuming multiple dry years

	2026	2027	2028	2029	2030
Total Water Use (AF)	5,175	5,466	5,757	6,047	6,334
Total Supplies (AF)	5,173	5,464	5,755	6,045	6,334
Surplus (+)/Shortfall (-) without WSCP Action (AF)	-2	-2	-2	-2	0
Planned Supply Augmentation (AF)	806	806	806	806	0
Revised Surplus (+)/Shortfall (-) (AF)	804	804	804	804	0

Shortage Stages

Standard Shortage Levels	Percent Shortage Range	Suppliers Shortage Levels	Percent Shortage Range
1	Up to 10%	Minor Supply Reduction (a)	0%-10%
2	Up to 20%		10%-20%
3	Up to 30%	Significant Water Shortage Requiring Significant Supply Reduction (e.g., RPO)	20%-30%
4	Up to 40%		30%-40%
5	Up to 50%	Water Emergency Requiring Severe Reductions	40%-50%
6	>50%	Catastrophic Water Shortage Requiring Critical Reductions	>50%

NOTES:

(a) This water shortage condition could be triggered if the District provides emergency supply to neighboring water systems under below normal or dry water years.

Response Actions

Shortage Level	Additional Explanation or Reference	How much is this going to reduce the shortage gap?
1-2	The District has interties/bypass with neighboring agencies and could get water from neighboring agencies under emergency conditions.	600 gpm ^a
3-6	The District could turn on standby wells and/or extend the operation period of the active production wells as needed.	500 gpm

NOTES:

(a) There are four water suppliers adjacent to the District's service area and there are five emergency interties between the various suppliers. Lukins Brother Water Company (LBWC) equips treatment to its wells, the District could get a 600 gpm supply from LBWC through a bypass.

Communication, Monitoring, and Reporting

- Communication/outreach protocols:
 - Coordinate with any City, County and land use authorities within which it provides water supply services for the possible proclamation of local emergency, as defined in Section 8558 of the Government Code.
 - Writing to water customer either through delivery or mail at his/her last known address with their water billings.
 - Post the notification through the District's website.
 - Send out email/text to customers under emergency at his/her last known email address/cell phone number.
 - Notify and meet with Mutual Aid Agreement water systems to discuss possible adjustment of emergency water deliveries.
- Monitoring and reporting to verify effectiveness of conservation programs:
 - Monitoring of metered water usage
 - Monitoring production quantities
 - Complete meter installation process
 - Review meter data of high-use customers and conduct outreach to determine if demand reduction opportunities exist

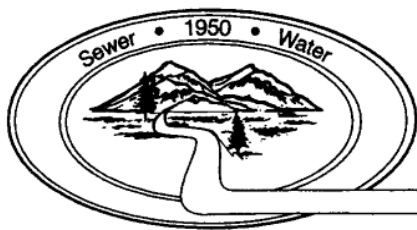
Next Steps

- Public Hearing
- Adoption of the UWMP and WSCP
- Submittal to DWR – by July 1, 2026, within 30 day of adoption
- Submittal to the State Library and City/County



Q&A

Sachi Itagaki, P.E.
Sachitagaki@kennedyjenks.com



South Tahoe Public Utility District

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Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6b

TO: Board of Directors

FROM: Trevor Coolidge, Senior Engineer

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: 2026 Pioneer Trail Waterline Project - Rebid

REQUESTED BOARD ACTION: (1) Adopt Addenda to the 2026 Pioneer Trail Waterline Project - Rebid Design Plans and Specifications pursuant to Government Code 830.6; (2) Find minor irregularities in the bid from Vinciguerra Construction, Inc. to be immaterial and waive immaterial irregularities; and (3) Award the Contract for the 2026 Pioneer Trail Waterline Project – Rebid to the lowest responsive, responsible bidder, Vinciguerra Construction, Inc., in the amount of \$5,900,000.

DISCUSSION: The Pioneer Trail Waterline Project will provide a critical transmission main along Pioneer Trail between Marshall Trail and Susquehana Drive, installing nearly 9,000 feet of 16-inch diameter water main, and three new pressure-reducing valve (PRV) stations required to connect to multiple pressure zones. The new water main is designed as a transmission main to support a future extension south along Pioneer Trail to the Iroquois pressure zone, providing a looped system between the Stateline Area and Meyers.

Following issues with bids submitted during the first bid period, the Board authorized rejecting all bids and re-bidding the Project, splitting the Project over two years due to delays associated with the re-bid. The District advertised the rebid of the Project on May 8, 2026, held a mandatory pre-bid meeting on May 20, 2026, attended by 11 prime contractors, and subsequently received seven bids ranging from \$5.9 million to \$7.5 million on June 9, 2026. The original Engineer's Estimate was \$7.1 million. Vinciguerra Construction, Inc. of Jackson, California was the apparent low-bidder with a bid of \$5,900,000. A summary of the bids received is attached.

In adopting the Project Addenda issued during the bid, the Board complies with requirements of Public Contract Code section 20201 and Government Code section 830.6. Addenda numbered 1 and 2 were prepared by District staff to modify the previously adopted Plans and Specifications during the bid period to address questions from bidders and provide minor revisions to the Plans and Specifications, including updated details, insurance requirements, and prevailing wage determinations.

Staff recommends that the Board adopt the Project Addenda; find minor irregularities in the bid from Vinciguerra Construction, Inc. to be immaterial and waive immaterial irregularities; and award the Contract for the 2026 Pioneer Trail Waterline Project – Rebid to the lowest responsive, responsible bidder, Vinciguerra Construction, Inc. in the amount of \$5,900,000.

Construction is anticipated to start early July 2026.

SCHEDULE: June 2026 – July 2027

COSTS: \$5,900,000

ACCOUNT NO: 20.30.8283 / PTRLWL

BUDGETED AMOUNT AVAILABLE: \$1,353,599 (Fiscal Year 2026); Additional budget to be allocated in Fiscal Year 2027

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

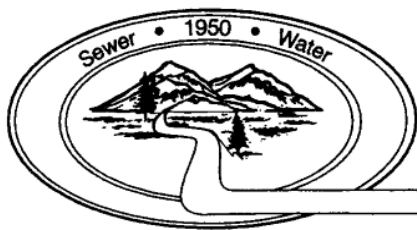
ATTACHMENTS: Project Addenda (attached separately) and Bid Summary

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____



South Tahoe Public Utility District

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BOARD AGENDA ITEM 6c

TO: Board of Directors

FROM: Trevor Coolidge, Senior Engineer

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: Bijou Pump Station Rehabilitation Project

REQUESTED BOARD ACTION: (1) Approve the additional Scope of Work for Water Systems Consulting, Inc. to complete design services for the Bijou Pump Station Rehabilitation Project; and (2) Authorize the General Manager to execute Amendment B to Task Order No. 2 with Water Systems Consulting, Inc. in the amount of \$381,697.

DISCUSSION: The Bijou Pump Station is one of the District's "Big 5 Pump Stations" sending wastewater to the Wastewater Treatment Plant (WWTP) and was originally constructed in 1955. It serves the tourist corridor from Ski Run Boulevard to Stateline and includes aging dry-pit/wet-pit pumping infrastructure, outdated electrical equipment for which replacement parts are no longer available, and a wet well configuration that presents ongoing confined space entry and maintenance safety concerns. Prior District condition assessments identified the need for major rehabilitation and modernization of the facility.

The Board previously authorized Task Order No. 2 and Amendment A with Water Systems Consulting, Inc. (WSC) totaling \$595,413 for alternatives analysis, environmental review, Clean Water State Revolving Fund (SRF) funding application support, and design services for the Bijou Pump Station Rehabilitation Project. Following submission of the SRF funding application, advancement of final design was paused pending hydraulic modeling of the interconnected Bijou, Ski Run, and Johnson Pump Stations and associated force mains.

WSC's proposed amendment Scope of Work provides the services necessary to complete final design and prepare the Project for bidding, including easement acquisition support, hazardous materials evaluation, hydraulic and force main design refinements, final permitting, geotechnical support, preparation of bid documents, and design revisions based on District operational requests.

Significant scope additions include:

- Property acquisition services for one permanent utility easement and one

temporary construction easement, including appraisal and valuation services in compliance with the Uniform Act for projects receiving federal funds;

- Final design revisions, including updates to the controls strategy and removal of the proposed Programmable Logic Controller (PLC) in response to feedback from the District's Operations Department;
- Relocation design for the McDonald's trash compactor and enclosure, including associated utility work;
- Force main and valving modifications to address hydraulic capacity between the Bijou, Ski Run, and Johnson Pump Stations; and
- Tahoe Regional Planning Agency and final California Environmental Quality Act-related permitting support.

The requested amendment reflects work that was not included in the original design scope, including federally required easement acquisition services, additional hydraulic analysis and force main modifications identified through system modeling, hazardous materials evaluation, and design refinements developed through coordination with Operations and permitting agencies.

The Board has previously authorized \$595,413 for pump station rehabilitation design work, of which \$552,190.55 has been expended. The remaining \$43,222.45 is insufficient to complete the final design, permitting, easement acquisition, and bidding documents. The total remaining effort is estimated at \$424,920, resulting in a requested amendment amount of \$381,697.

Staff recommends approval of Amendment B to allow for completion of design, acquisition of required easements, completion of permitting, and preparation of bid documents necessary to maintain Project momentum and preserve eligibility for SRF financing. Approval will position the District to advertise the Project for construction in late winter 2027 and rehabilitate one of the District's most critical wastewater pump stations.

SCHEDULE: June 2026 – May 2027: WSC design and bidding services

June 2027 – December 2028: Construction

COSTS: \$381,697 (Amendment B)

ACCOUNT NO: 10.30.8058 (BJUSPS)

BUDGETED AMOUNT AVAILABLE: \$375,970 (Fiscal Year 2026 available budget);

additional budget will be allocated in Fiscal Year 2027 for design and construction.

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: WSC Task Order No. 2B Scope of Work, Fee Estimate, Budget Reconciliation, and Project Schedule

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES _____ *AA* NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____



May 28, 2026

South Tahoe Public Utilities District

Trevor Coolidge
1275 SW Meadow Crest Dr
South Lake Tahoe, CA 96150
tcoolidge@stpud.us

Subject: Task Order 2B: Amendment to Scope of Services for the Bijou Pump Station Rehabilitation Project

Dear Mr. Coolidge,

Water Systems Consulting, Inc. (WSC) is pleased to present this proposal to South Tahoe Public Utilities District (STPUD) for completion of the design phase of the Bijou Pump Station Rehabilitation Project. This project was paused following the submittal of 90% design documents in 2022 in order to confirm eligibility and award of Clean Water State Revolving Funds. In 2025, WSC and District staff revisited rehabilitation alternatives and confirmed the project concept of replacing the pump station in place with a new wet well, submersible pumps, subgrade vaults for valving and flow meters, and additional site work to support these improvements.

Going forward, the original design contract requires amendment to provide sufficient budget to complete design and incorporate additional elements that have since been identified as necessary to complete the project:

- Property acquisition to expand the utility easement to accommodate proposed upgrades, including acquisition of a temporary construction ease. Scope also includes services to provide property appraisal and goodwill loss valuations.
- Inspection, sampling, and analysis to detect potential for hazardous building materials.
- Design of demolition and relocation of the McDonald's trash compactor and enclosure.
- Modification of sanitary force main and valving to address hydraulic capacity of the conveyance system between Bijou, Ski Run, and Johnson pump stations.
- Confirmation of pump sizing for Bijou and Ski Run pump stations.
- Construction of a new wet well, including analysis of excavation dewatering and structural anti-buoyancy measures.
- Update of previously submitted documents to conform to the 2025 California Building Standards Code.

In addition to these items, budget has been provided for as-needed support on the pump station controls strategy. WSC and TJCA will provide increased level of design support to review and understand operator preferences.

Water Systems Consulting, 4640 S Macadam Ave., Suite 110, Portland, OR 97239
Phone: (503) 419-6336 | Fax: (971) 275-1911 | www.expectWSC.com

The attached scope of work, fee estimate, and schedule outlines the activities to be performed to complete design and develop construction documents to be advertised for bid. A reconciliation with previous task order amounts was also performed to inform the request.

WSC appreciates the opportunity to continue this important work with the District. If you should have any questions, please do not hesitate to contact us for further discussion.

Sincerely,

Water Systems Consulting, Inc.

Susan Schlangen
Senior Engineer & Project Manager

Scott Duren
Vice President, Principal In Charge

Attachments:

- Scope of Work for Task Order 2B
- Fee Estimate for Task Order 2B
- Budget Reconciliation for Bijou Pump Station Rehabilitation Project
- Project Schedule for Bijou Pump Station Rehabilitation Design Phase

Task 0 Project Management

0.7 Project Administration

- Provide monthly project schedule reporting including schedule updates reflecting major changes to the project's scope and schedule.
- Provide monthly invoicing and progress reporting including major activities performed, milestones achieved, and deliverables submitted by task. Project manager will identify any schedule or budget issues in advance.
- Manage internal Project team and sub-consultants.

0.8 Routine Progress Meetings

- Conduct weekly meetings with STPUD Project Manager, including other STPUD staff as needed, to monitor and drive project progress during the design phase. These meetings are anticipated to be 30 minutes in duration and occur virtually using Microsoft Teams.
- Conduct biweekly meetings between the consultant team to monitor and drive project progress during the design phase. These meetings are anticipated to be 30 minutes in duration and occur virtually using Microsoft Teams.
- Conduct as-needed project coordination meetings following the design phase. An additional 20 hours of meeting time is assumed for budgetary purposes.

Deliverables:

- (1) Monthly progress reports and invoices.
- (2) Meeting agendas, minutes, and action items

Assumptions: Design and bidding phase duration is approximately six months.

Task 1 Data Collection, Review & Analysis

1.4 Alternatives Analysis TM

- Review and confirm recommendations from final Alternatives Analysis TM through progress meetings with District staff. Up to four hours of additional review and discussion with District staff are provided.

Assumptions: No additional modifications to the TM will be provided.

1.7 Hazardous Materials Survey

- Perform an on-site visual inspection to document suspect asbestos-containing materials (ACMs) and lead containing materials (LCMs) and develop a sampling plan.

- Inspect dry pit of existing pump station and above ground structures associated with the pump station facility.
- Collect up to 30 bulk samples of suspect ACM and 10 bulk samples of suspect LCM that may be impacted during the project.
 - Analysis for asbestos content will be completed by Polarized Light Microscopy using EPA Method 40 CFR, Part 763, Appendix E to Subpart E and EPA 600/R-93-116, Visual Area Estimation or equivalent.
 - Analysis for lead content will be conducted by Flame Atomic Absorption Spectrometry using EPA Method 3050B.7000B or equivalent.
- Submit an inspection report which includes a summary of the survey findings, including laboratory analytical results of samples submitted. Inspection report will comply with appropriate federal, state, and local regulations.

Deliverables: Final Hazardous Materials Survey Report

Assumptions:

- District will provide legal right of entry to conduct the scope of work at least three business days prior to scheduled inspection dates.
- Sampling will be performed by technicians who are trained and certified to enter confined spaces. Consultants will furnish their own personal protective equipment. District will provide necessary air monitoring, ventilation, and confined space entry rescue crew for work to be performed within the wet well.
- District will notify Consultant, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site.
- If building components are damaged during collection of samples and/or destructive testing, repairs will be made necessary only to restabilize the impacted areas. Consultant is not responsible for returning the impacted area to its pre-sample condition and does not warranty any repairs made.

1.8 Construction Dewatering Analysis

- Conduct a desktop evaluation using existing hydrogeologic information including regional geology, regional water levels, and site-specific information from the geotechnical exploration performed in 2022.
- Develop a local-scale 3D numerical flow model using MODFLOW, calibrated to existing water level data at the site and in the immediate region.
- A probable range of assumed aquifer transmissivity (hydraulic conductivity) and aquifer storage coefficient (specific yield) will be tested in the model. The model output will frame the potential level of effort for dewatering.
- Additional dewatering controls for consideration may also be provided depending upon model results.

Deliverables: Construction Dewatering Tech Memo

Assumptions: No additional field work will be performed. Recommendations provided will be conservative and approximate to support bidding purposes only.

Task 2 Design Services

2.2 Design Memorandum

- Review the Basis of Design memorandum submitted 9/23/2022 and make limited revisions necessary to document and confirm the following decisions:
 - Pump sizing and selection
 - Electrical design
 - Control strategy

Deliverables: Revised Basis of Design TM

Assumptions: Up to 15 hours are provided for revisions.

2.3 65%, 90%, 95% and Final Design

- Review and address District comments on the 90% design submittal.
- Revise design documentation to reflect a change in the controls strategy and design to remove the proposed PLC.
 - Task includes modification of up to six drawing sheets and one technical specification section.
 - The redesign is assumed to be provided one additional review by STPUD.
 - Task includes an additional site visit to the pump station to assess suitability of alternative equipment.
 - Decision to remove PLC from design will be final. No additional effort to return to original design intent is included within this amendment.
 -
- Prepare draft plans, technical specifications, and Engineer's Opinion of Probable Construction Cost to 95% completion to capture changes identified in the Basis of Design Memorandum and District comments on the 90% design.
 - Incorporate additional work to provide all necessary utilities to new trash enclosure, including electrical power for the compactor, floor drain, potential treatment system, and sanitary lateral.
 - Incorporate all work required to complete TRPA permitting, including recording of new easements.
- Review and address District comments on the 95% design submittal. Conduct a 95% design review meeting with District to review and resolve comments. The meeting is expected to be 90 minutes in duration and conducted in-person by the Consultant Project Manager and two Engineers for the Electrical, Instrumentation, and Controls design elements.

- Conduct a final design review meeting. The meeting is expected to be 90 minutes in duration and conducted virtually.
- Prepare final plans and technical specifications for advertisement for bid.

Deliverables: 95% plans, specifications and cost estimate; final plans, specifications, bid sheet and cost estimate; comment-response logs and meeting minutes.

Assumptions: Assumed drawing sheets are provided and listed in Table 1; Specification sections provided are listed in Table 2 within the original scope of work. Additional sheets that may be provided if determined necessary include: Demolition (1) & Proposed Site Plan (1) for Trash Enclosure Relocation, TRPA Plan Review Sheets (3), Force Main & Valve Improvements (1).

2.4 TRPA and CEQA Final Design Phase

- Prepare TRPA Initial Environmental Checklist for project site for District review and approval.
- Obtain necessary permits for project implementation, including:
 - City of South Lake Tahoe Grading Permit
 - Lahontan Regional Water Quality Control Board authorization for Low Threat Discharge Permit
 - Prepare application forms and supplemental documentation required for the lot line adjustment associated with property acquisition activities.

2.5 Property Acquisition Services

- Acquire one permanent utility easement and one temporary construction easement necessary to complete the upgrades and operate the rehabilitated pump station.
- Contact or attempt to contact the property owner six (6) times within the first sixty (60) days following Notice to Proceed, making contacts by phone, email, or postal service.
- Develop one appraisal of the estimated fair market value of the rights to be acquired. Appraisal will be a narrative report prepared in conformance with and subject to the requirements of the Uniform Standards of Professional Appraisal Practice.
- Provide goodwill loss appraisal services regarding McDonald's restaurant operations on site. Procedures will include: virtual or in-person site and area inspections, coordination with real estate appraiser and/or fixtures and equipment appraiser, review and analysis of historical financial data, review of relevant documents such as leases, and interviews and correspondence with business' management/ownership. Additional services may include industry, economic, and market research to select and employ appropriate valuation methodologies. The appraisal will conform to standards established by USPAP and to relevant sections of the California Code of Civil Procedure pertaining to eminent domain, as well as applicable statutory and case law.

- Develop contract and conveyance documents necessary to make the offer and acquire the necessary rights. Convey the offer package until acceptance or impasse is reached.
- Serve as liaison between title company, escrow holder, and the District and deliver documents and checks to the escrow company, review all documents for submission to escrow companies, and review all title and escrow documents.

Deliverables: One preliminary title report for the subject property; electronic appraisal report; Independent appraisal review certificate; goodwill loss appraisal report; acquisition of property rights from one ownership including files on the negotiation, acquisition, and project settlement.

Assumptions: District will participate and support coordination of acquisition efforts in a timely manner. District will respond to information requests from Consultant or property owner within five business days. District will coordinate any required signatures within ten business days. District will attend coordination meetings with the property owner when requested. If unforeseen issues arise in performing the appraisal services or if there is significant delay in receiving the necessary information, fees could exceed the estimated amount attached. If such difficulties are encountered, the District will be immediately notified for authorization before proceeding further.



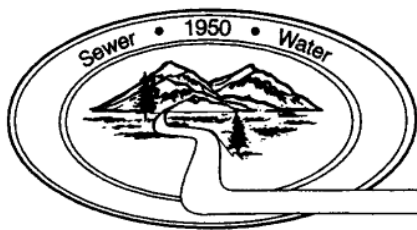
Task No. Task Description	WSC										TCJA	Stantec	BRI	CME	FACS	UES	ALL FIRMS
	Principal In Charge	QA/QC	Project Manager	CAD	Project Administration	Project Engineer	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Labor Fee	Total Fee
	Scott Duren		Susan Schlangen														
<i>Billing rates, \$/hr</i>	\$390	\$390	\$290	\$210	\$186	\$191											
0 Project Management																	
0.1 Project Administration	5.75	5.75	37		25		73.5	\$ 19,865	\$ -	\$ 19,865							\$ 19,865
0.2 Routine Progress Meetings			16				16	\$ 4,640	\$ -	\$ 4,640							\$ 4,640
SUBTOTAL	5.75	5.75	53	0	25	0	89.5	\$ 24,505	\$ -	\$ 24,505	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,505
1 Data Collection, Review & Analysis																	
1.4 Alternatives Analysis TM			12			20	32	\$ 7,300	\$ -	\$ 7,300							\$ 7,300
1.7 Hazardous Materials Survey			2				2	\$ 580	\$ -	\$ 580				\$ 5,419			\$ 5,999
SUBTOTAL	0	0	14	0	0	20	34	\$ 7,880	\$ -	\$ 7,880	\$ -	\$ -	\$ -	\$ 5,419	\$ -	\$ -	\$ 13,299
2 Design Services																	
2.2 Design Memorandum			4			6	10	\$ 2,306	\$ -	\$ 2,306							\$ 2,306
2.3 65%, 90%, 95% and Final Design			65	85		80	230	\$ 51,980	\$ 1,000	\$ 52,980	\$ 218,089						\$ 271,069
2.5 TRPA and CEQA Final Design Phase			8				8	\$ 2,320	\$ -	\$ 2,320		\$ 11,000					\$ 13,320
2.6 Property Acquisition Services			8				8	\$ 2,320	\$ -	\$ 2,320			\$ 42,900				\$ 45,220
2.7 Geotech Dewatering & Shoring			4				4	\$ 1,160	\$ -	\$ 1,160			\$ 1,100		\$ 9,719		\$ 11,979
SUBTOTAL	0	0	89	85	0	86	260	\$ 60,086	\$ 1,000	\$ 61,086	\$ 218,089	\$ 11,000	\$ 42,900	\$ 1,100	\$ -	\$ 9,719	\$ 343,894
COLUMN TOTALS	5.75	5.75	156	85	25	106	383.5	\$ 92,471	\$ 1,000	\$ 93,471	\$ 218,089	\$ 11,000	\$ 42,900	\$ 1,100	\$ 5,419	\$ 9,719	\$ 381,697

10% mark-up on direct expenses; 10% mark-up for sub-contracted services
 Mileage will be reimbursed at the prevailing federal mileage reimbursement rate in effect at the time of travel
 Rates are subject to revision as of January 1 each year.

South Tahoe PUD
 Bijou Pump Station Rehabilitation - Task Order 2B
 Project Budget Reconciliation | May 2026

Task No.	Task Description	TO2	TO2A	Total	Spent	Remaining	Cost to Complete	TO 2B Request Amount
0	Project Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,505.00	\$ 24,505.00
0.1	Project Administration	\$ -	\$ -	\$ -	\$ -	\$ -	19,865.00	\$ 19,865.00
0.2	Routine Progress Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	4,640.00	\$ 4,640.00
1	Data Collection, Review, and Analysis	\$ 116,411.00	\$ -	\$ 116,411.00	\$ 121,194.92	\$ (4,783.92)	\$ 8,515.08	\$ 13,299.00
1.1	Preliminary Design Phase Meetings	\$ 18,350.00	\$ -	\$ 18,350.00	\$ 18,350.00	\$ -	-	\$ -
1.2	Background Data Request	\$ 2,770.00	\$ -	\$ 2,770.00	\$ 2,770.00	\$ -	-	\$ -
1.3	Alternatives Analysis	\$ 26,310.00	\$ -	\$ 26,310.00	\$ 26,310.00	\$ -	-	\$ -
1.4	Alternatives Analysis TM	\$ 13,630.00	\$ -	\$ 13,630.00	\$ 18,413.92	\$ (4,783.92)	2,516.08	\$ 7,300.00
1.5	Dual Forcemain Analysis	\$ 27,000.00	\$ -	\$ 27,000.00	\$ 27,000.00	\$ -	-	\$ -
1.6	CEQA	\$ 28,351.00	\$ -	\$ 28,351.00	\$ 28,351.00	\$ -	-	\$ -
1.7	Hazardous Materials Survey	\$ -	\$ -	\$ -	\$ -	\$ -	5,999.00	\$ 5,999.00
2	Design Services	\$ -	\$ 479,002.00	\$ 479,002.00	\$ 430,995.63	\$ 48,006.37	\$ 391,900.37	\$ 343,894.00
2.1	Design Phase Meetings	\$ -	\$ 18,570.00	\$ 18,570.00	\$ 18,570.00	\$ -	-	\$ -
2.2	Design Memorandum	\$ -	\$ 20,170.00	\$ 20,170.00	\$ 20,170.00	\$ -	2,306.00	\$ 2,306.00
2.3	65%, 90%, Final Design	\$ -	\$ 237,610.00	\$ 237,610.00	\$ 210,320.88	\$ 27,289.12	298,358.12	\$ 271,069.00
2.4	Structural Analysis	\$ -	\$ 50,890.00	\$ 50,890.00	\$ 50,890.00	\$ -	-	\$ -
2.5	TRPA & CEQA	\$ -	\$ 25,969.00	\$ 25,969.00	\$ 12,464.75	\$ 13,504.25	26,824.25	\$ 13,320.00
2.6	Property Acquisition Services	\$ -	\$ -	\$ -	\$ -	\$ -	45,220.00	\$ 45,220.00
2.7	Geotech Dewatering & Shoring	\$ -	\$ 7,213.00	\$ 7,213.00	\$ -	\$ 7,213.00	19,192.00	\$ 11,979.00
OT1.1	New wet well / valve vault	\$ -	\$ 66,550.00	\$ 66,550.00	\$ 66,550.00	\$ -	-	\$ -
A-1.1	Dumpster Demo & Relocation	\$ -	\$ 35,590.00	\$ 35,590.00	\$ 35,590.00	\$ -	-	\$ -
A-1.2	Wall Demo, Relocation, Gate Replace	\$ -	\$ 16,440.00	\$ 16,440.00	\$ 16,440.00	\$ -	-	\$ -
TOTAL		\$ 116,411.00	\$ 479,002.00	\$ 595,413.00	\$ 552,190.55	\$ 43,222.45	\$ 424,920.00	\$ 381,697.00

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	2026		2027		2028	
								H1	H2	H1	H2	H1	H2
1		Notice to Proceed	0 days	Thu 5/12/22	Thu 5/12/22								
2		Data Collection, Review and Analysis	65 days	Thu 5/12/22	Wed 8/10/22								
14		Design	983 days	Wed 7/27/22	Mon 5/4/26								
15		Controls and Instrumentation Workshop	0 days	Wed 7/27/22	Wed 7/27/22	12							
16		Draft BOD TM & 30% Drawings	20 days	Thu 7/28/22	Wed 8/24/22	11							
17		District Review	10 days	Thu 8/25/22	Wed 9/7/22	16							
18		Finalize BOD TM	10 days	Thu 9/8/22	Wed 9/21/22	17							
19		90% Design	25 days	Mon 11/21/22	Fri 12/23/22	17							
20		Submit 90% Design	0 days	Fri 12/23/22	Fri 12/23/22	19							
21		District Review	91 days	Tue 1/17/23	Tue 5/23/23	19							
22		90% Review Workshop	0 days	Tue 4/28/26	Tue 4/28/26								
23		Finalize/Decisions for Hydraulics/Alternativ	5 days	Tue 4/28/26	Mon 5/4/26	22							
24		95% Design	60 days	Wed 5/24/23	Tue 8/15/23	21							
25		Submit 95% Design	0 days	Tue 8/15/23	Tue 8/15/23	24							
26		District Review	10 days	Wed 8/16/23	Tue 8/29/23	24							
27		95% Review Workshop	0 days	Tue 8/29/23	Tue 8/29/23	26							
28		100% Design	40 days	Wed 8/30/23	Tue 10/24/23	27							
29		Submit 100% Design	0 days	Tue 10/24/23	Tue 10/24/23	28							
30		District Review	10 days	Wed 10/25/23	Tue 11/7/23	29							
31		Address 100% Design Comments	15 days	Wed 11/8/23	Tue 11/28/23	30							
32		Submit Final Contract Documents	20 days	Wed 11/29/23	Tue 12/26/23	31							
33		Permitting Assistance	1324 days	Thu 5/12/22	Tue 6/8/27								
34		CEQA	105 days	Thu 5/12/22	Wed 10/5/22								
41		TRPA	287 days	Mon 5/4/26	Tue 6/8/27	18							
42		McDonalds Property Coordination	6 mons	Mon 5/4/26	Fri 10/16/26								
43		Land Coverage/Capability Verification	15 days	Mon 10/19/26	Fri 11/6/26	42							
44		TRPA Review of Land Coverage/Capability Applications	87 days	Mon 11/9/26	Tue 3/9/27	43							
45		Lot Line Adjustment Application	15 days	Wed 3/10/27	Tue 3/30/27	44							
46		TRPA Review of LLA	40 days	Wed 3/31/27	Tue 5/25/27	45							
47		TRPA QE Submittal	10 days	Wed 5/26/27	Tue 6/8/27	46							
48		Bidding Services	50 days	Wed 3/31/27	Tue 6/8/27	1							
56		Construction	402 days	Wed 6/9/27	Thu 12/21/28								



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6d

TO: Board of Directors

FROM: Mark Seelos, Water Resources Manager

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: Acquisition of 936 Tanglewood Drive

REQUESTED BOARD ACTION: (1) Approve purchase of 936 Tanglewood Drive (El Dorado County Assessor's Parcel Number 31-313-017) in the amount of \$425,000; and (2) Authorize the General Manager to execute the associated real estate transaction documents.

DISCUSSION: The District has identified 936 Tanglewood Dr. ("the Parcel") as a strategic acquisition to support the construction, long-term operation, maintenance, and resiliency of the Tanglewood Production Well. Combined with the District's adjacent 6,400 square-foot parcel at 942 Tanglewood Drive, acquisition of 936 Tanglewood Drive would create a consolidated station footprint exceeding 19,000 square feet, providing the spatial flexibility needed for maintenance activities, future well redrills, future potential wellhead treatment facilities, or other operational adaptations necessary to maintain reliable water supply performance over time.

The Parcel is owned by Tech Ventures QOZB, LLC. Working with realtor Bret Howard, staff contacted the seller to discuss a potential acquisition. During closed sessions held on March 5 and May 21, 2026, the Board authorized staff to proceed with negotiations under a set of approved terms and conditions. The District engaged in the following negotiation process:

1. **Initial Offer:** The District submitted an offer of \$350,000 with a 17-day inspection contingency period.
2. **Seller Response:** The seller countered at \$425,000 plus transfer of the two Potential Residential Units of Use (PRUUs) associated with the Parcel to the seller.
3. **District Counter:** The District countered the seller's price to \$375,000.
4. **Final Seller Counter:** The seller countered the District's price at \$425,000.
5. **Acceptance:** The District accepted the seller's final counter.

Escrow was opened on May 26, 2026, with Old Republic Title Company, and the District

wired an earnest money deposit of \$6,400. Should the Board choose to proceed with the acquisition, the General Manager would release all contingencies, thereby committing the District to closing the transaction under the agreed-upon terms.

SCHEDULE: Upon Board Approval

COSTS: \$425,000

ACCOUNT NO: 20.30.7006/TNGLWD

BUDGETED AMOUNT AVAILABLE: \$1,600,000 (Fiscal Year 2027 & allocated budget)

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Vacant Land Purchase Agreement and Accepted Seller Counteroffer No. 2

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES *PA* NO

CHIEF FINANCIAL OFFICER: YES NO



**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Buyer/Seller/Landlord/Tenant Paul Hughes South Tahoe Public Utility District Date 04/29/2026

Buyer/Seller/Landlord/Tenant _____ Date _____

Agent Berkshire Hathaway Drysdale Properties DRE Lic. # 01499008

By Bret Howard Real Estate Broker (Firm) Bret Howard DRE Lic. # 02099493 Date 04/21/2026

(Salesperson or Broker-Associate, if any)



CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (o) "Buyer's agent" means an agent who represents a buyer in a real property transaction. (p) "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14 (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. (b) The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgement of receipt from the buyer or seller except as provided in § 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivision (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.





VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 12/25)

Date Prepared: 03/06/2026

1. OFFER:

- A. **THIS IS AN OFFER FROM** South Tahoe Public Utility District ("Buyer").
Individual(s), A Corporation, A Partnership, An LLC, Other Public Utility
- B. **THE PROPERTY** to be acquired is 936 Tanglewood Dr, situated in South Lake Tahoe (City), El Dorado (County), California, 96150 (Zip Code), Assessor's Parcel No(s). 031-313-017-000 ("Property").
Further Described As _____
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. **CONFIRMATION:** The following agency relationships are here confirmed for this transaction.
Seller's Brokerage Firm The Oppenheim Group License Number 01983697
Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
Seller's Agent Radley Raven License Number 02041346
Is (check one): the Seller's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
Buyer's Brokerage Firm Berkshire Hathaway Drysdale Properties License Number 01499008
Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
Buyer's Agent Bret Howard License Number 02099493
Is (check one): the Buyer's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- C. More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	\$ 350,000.00	<input checked="" type="checkbox"/> All Cash
B		Close Of Escrow (COE)	<u>45</u> Days after Acceptance OR on _____ (date)	
C	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount	\$ 6,400.00 (<u>1.83</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit	See attached Increased Deposit Addendum (C.A.R. Form IDA)	
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points	\$ _____ (<u>0.00</u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ (<u>0.00</u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A	Intended Use	Investment OR <input type="checkbox"/> _____	
F	5D	Balance of Down Payment	\$ 343,600.00	
PURCHASE PRICE TOTAL			\$ 350,000.00	
G	SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS			
G(1)	5E	<input type="checkbox"/> Seller Credit to Buyer	\$ _____	For closing costs
G(2)	ADDITIONAL FINANCE TERMS: _____			



Property Address: **936 Tanglewood Dr, South Lake Tahoe, CA 96150**

Date: **03/06/2026**

G(3)	21A	<input checked="" type="checkbox"/> Seller Payment for Buyer's Obligation to compensate Buyer's Broker	Seller agrees to pay to Buyer's Broker, out of the transaction proceeds, <u>4</u> % of the final purchase price AND, if applicable \$ _____ OR, if checked <input type="checkbox"/> \$ _____	
	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	<input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval
I	Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	<input type="checkbox"/> Purchase of Manufactured Home Buyer has (or <input type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance <input type="checkbox"/> Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(10) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8K. <input type="checkbox"/> CR-B attached
L(4)	8D	<input type="checkbox"/> Construction Loan Financing A draw from the construction loan will not (or <input type="checkbox"/> will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	Investigation of Property	17 (or _____) Days after Acceptance	
		Informational Access to Property	17 (or _____) Days after Acceptance Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.	
L(6)	8F	Insurance	17 (or _____) Days after Acceptance	
L(7)	8G, 17A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 16A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(9)	8I, 11E	Common Interest Disclosures Per Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(10)	8J, 9B(2)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(11)	8M	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
		Possession	Time for Performance	
M	3R	Vacant Lot Delivery <input type="checkbox"/> Lease/tenant in place	Upon notice of recordation On COE Date	Property to be delivered subject to tenant rights, except _____.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or <u>10</u>) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	31	Evidence of representative authority	3 Days after Acceptance	
O	Intentionally Left Blank			
P	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked:		
		<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input checked="" type="checkbox"/> _____



Property Address: **936 Tanglewood Dr, South Lake Tahoe, CA 96150**

Date: **03/06/2026**

P(2)	9	Excluded Items: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;		
Q	Allocation of Costs			
	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)		Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____ <input type="checkbox"/> Provided by: _____
Q(2)	15B(1)(D)	Environmental Survey (Phase I)	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(3)	10	Gov't Point of Sale Requirements Inspections and reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both 50/50 <input type="checkbox"/> Each to pay their own fees	Escrow Holder: Old Republic Title Co.
Q(5)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	Title Company (If different from Escrow Holder): _____
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(8)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(9)	11E(2)	HOA fee for preparing disclosures	Seller	
Q(10)		HOA certification fee	Buyer	
Q(11)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(13)		(A) _____ Reports (B) _____ Reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(14)		(A) _____ fees/costs (B) _____ fees/costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
R	12	Additional Tenancy Documents: <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate		
S	OTHER TERMS: _____ _____ _____			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Residential Units Purchase Addendum (C.A.R. Form RU-PA)
- Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # _____ (C.A.R. Form ADM)
- Short Sale Addendum (C.A.R. Form SSA)
- Back Up Offer Addendum (C.A.R. Form BUO)
- Court Confirmation Addendum (C.A.R. Form CCA)
- Assumed Financing Addendum (C.A.R. Form AFA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
- Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Other _____
- Other _____

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
- Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Wire Fraud Advisory (C.A.R. Form WFA)
- Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
(Parties may also receive a privacy disclosure from their own Agent.)
- Wildfire Disaster Advisory (C.A.R. Form WFDA)
- Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Trust Advisory (C.A.R. Form TA)
- Probate Advisory (C.A.R. Form PA)
- REO Advisory (C.A.R. Form REO)
- Other _____
- Other _____



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5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
 - A. **DEPOSIT:**
 - (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
 - (2) **RETENTION OF DEPOSIT:** Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.
 - B. **ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.
 - C. **LOAN(S):**
 - (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject to Financing, or Other is checked in **paragraph 3E(1)**.
 - (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.
 - (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
 - (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
 - D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F)(including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
 - E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
6. **ADDITIONAL FINANCING TERMS:**
 - A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
 - B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
 - C. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
7. **CLOSING AND POSSESSION:**
 - A. **INTENDED USE:** Buyer intends to use the Property as indicated in **paragraph 3E(3)**. Intended use may impact available financing.
 - B. **CONDITION OF PROPERTY ON CLOSING:** Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring Legal Action, as per this Agreement, to receive reasonable costs from Seller.
 - C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
 - D. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.
8. **CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**
 - A. **LOAN(S):**
 - (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**

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Buyer's Initials PH / Seller's Initials DS



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- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) **FAIR APPRAISAL ACT NOTICE:**
 - (A) Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
 - (B) If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.

C. MANUFACTURED HOME PURCHASE: If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

D. CONSTRUCTION LOAN FINANCING: If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

E. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

F. INSURANCE: This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.

G. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.

H. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(8)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

I. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(9)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11E** ("CI Disclosures").

J. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY (IF APPLICABLE): Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(10)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(10)**, refuses or is unable to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

K. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: **Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency.** If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

L. REMOVAL OF CONTINGENCY OR CANCELLATION:

- (1) **For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

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M. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(11)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

D. AGRICULTURE/CROPS: Unless Otherwise Agreed, all agriculture and crops on Property at the Close Of Escrow are included in the sale and shall belong to Buyer. Notwithstanding **paragraph 13**, Seller shall have the right to harvest any agriculture or crops on normally scheduled harvest time prior to Close Of Escrow. In all other circumstances related to any change to agriculture or crops, **paragraph 13** shall be in force.

10. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs **3Q(1)**, **(2)**, **(3)**, and **(13)** only determine who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1)**.

B. GOVERNMENT POINT OF SALE REQUIREMENTS: Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer Investigation contingency, then either party may cancel the Agreement.

11. SELLER DISCLOSURES:

A. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

B. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

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- D. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.
- E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
 - (1)** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
 - (2)** If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(9)** for the following items to the HOA (C.A.R. Form HOA-IR) unless Seller has otherwise Delivered to Buyer the most current version of any such document: **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; **(v)** the names and contact information of all HOAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- F. SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- G. ADDITIONAL DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
 - (1) LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
 - (2) AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
 - (3) DEED RESTRICTIONS:** Any deed restrictions or obligations.
 - (4) FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
 - (5) ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
 - (6) ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
 - (7) COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
 - (8) LANDLOCKED:** The absence of legal or physical access to the Property.
 - (9) EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
 - (10) SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
 - (11) SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
 - (12) EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
 - (13) ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 - (14) NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
 - (15) SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
 - (16) VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or issued against the Property.
- H. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in **paragraph 3N(1)**, Seller shall: **(i)** make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and **(ii)** promptly Deliver to Buyer any such notice obtained.
- I. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- J. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- K. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- 12. TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
 - A. RENTAL/SERVICE AGREEMENTS:** **(i)** All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; **(ii)** A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
 - B. INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.



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- C. TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: **(i)** that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); **(ii)** that no lessor defaults exist; and **(iii)** stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
- D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11, paragraph 12**, or under any disclosure Delivered to Buyer:
 - (1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. CHANGES DURING ESCROW:**
 - A.** Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B**: **(i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.
 - B.** (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
- 15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
 - A.** Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
 - B.** Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
 - (E) Any other specific inspections of the physical condition of the land and improvements.
 - (2) Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
 - C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal.
 - E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

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- F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIREABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**
 - G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
 - H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
 - I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.
 - J. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.
 - K. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
 - L. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
 - M. **PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
 - N. **NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
 - O. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
 - P. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.
 - Q. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.
 - R. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
16. **TITLE AND VESTING:**
- A. **PRELIMINARY REPORT:** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
 - B. **CONDITION OF TITLE:** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
 - C. **DISCLOSURE TO BUYER:** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
 - D. **FEDERAL REPORTING REQUIREMENT - GEOGRAPHIC TARGETING ORDER:** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
 - E. **SELLER DELIVERY OF INFORMATION:** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

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- F. **DEED AND VESTING:** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
 - G. **TITLE INSURANCE POLICY:** Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).**
- A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible to provide to Buyer as specified in **paragraphs 9B(2), 10, 11A, 11D-J, 12A, 12B, 12C, 16A, 16C, 31, and, if applicable, C.A.R. Form SWPI.**
 - B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
 - (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
 - (2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.
 - C. **SELLER RIGHT TO CANCEL:**
 - (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (iv) Deliver a letter as required by **paragraph 6B**; (v) In writing assume or accept leases or liens specified in **paragraph 8J**; (vi) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (vii) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 3D(2) and 36**; (viii) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 3D(2) and 36**; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
 - D. **BUYER RIGHT TO CANCEL:**
 - (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.
 - E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 17G**, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

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Buyer's Initials PH / Seller's Initials DS

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F. EFFECT OF REMOVAL OF CONTINGENCIES:

(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

18. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.

21. BROKERS AND AGENTS:

A. COMPENSATION:

(1) **Broker Compensation:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer is advised that Buyer's Broker should not receive compensation from any source in excess of the amount in the buyer representation agreement. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

(2) **Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this Agreement and may pursue Seller for failure to pay the amount specified in this Agreement.

B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

C. BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

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Buyer's Initials PH / Seller's Initials DN



22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. ESCROW INSTRUCTION PARAGRAPHS:** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 31, 32, 35, 39, and 40.** If a Copy of the separate compensation agreement(s) provided for in **paragraph 21A** is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
 - B. ESCROW HOLDER GENERAL PROVISIONS:** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 11**, or elsewhere in this Agreement.
 - C. COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.
 - D. BROKER COMPENSATION:**
 - (1) **Payment:** Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A**. If a Copy of the separate compensation agreement(s), including if applicable **paragraph 3G(3)** of this Agreement, is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
 - (2) **Compensation Disclosure:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: (i) the amount of compensation paid to Seller's Broker; and (ii) if applicable pursuant to **paragraph 3G(3)** or other mutual instruction of the parties, the amount paid by Seller for Buyer's Broker compensation. Escrow Holder's obligation pursuant to **paragraph 21D**, is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to **paragraph 21D** is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.
 - E. INVOICES:** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
 - F. VERIFICATION OF DEPOSIT:** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1)** and C.A.R. Form IDA. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
 - G. DELIVERY OF AMENDMENTS:** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any Legal Action between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A**.



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- 26. ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's wholly-owned entity or trust that exists at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first obtaining Seller's separate written consent to a specified assignee (C.A.R. Form AOOA). Seller shall not unreasonably withhold such consent. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Seller's withholding of consent shall be deemed reasonable if: **(i)** Buyer is to receive any monetary or other consideration for the assignment; **(ii)** Buyer makes any misrepresentation(s) to Seller about any aspect of the assignment; or **(iii)** Buyer Delivers an assignment request to Seller after the time specified in **paragraph 3K**. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is Buyer's wholly-owned entity or trust, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such letter, Seller, after first giving assignee a Notice to Buyer to Perform, may terminate the assignment. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller. Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 27. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 28. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 31. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39** or **paragraph 40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, within **3 Days** after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters of testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 32. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
 - A. "Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. "Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. "Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. "As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. "Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. "C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. "Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. "Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. "Counting Days"** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.

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Buyer's Initials PH /

Seller's Initials DS /



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- J. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.
 - K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the in-box for the applicable Party or Authorized Agent; or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or Google Drive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and recipient opening, the document by link.
 - L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - N. "Legal Action" means a lawsuit or legal proceeding in arbitration or court.
 - O. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in **paragraph 39 or paragraph 40**.
 - P. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
 - Q. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - R. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
- 33. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials PH / _____

Seller's Initials DN / _____

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Dispute Resolution Center for Real Estate (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences Legal Action without first attempting to resolve the matter through mediation, or (ii) before commencement of Legal Action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 39B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 39C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.**

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Buyer's Initials PH / _____

Seller's Initials DN / _____



38. ARBITRATION OF DISPUTES:

- A.** The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials PH / _____

Seller's Initials AS / _____



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39. OFFER

- A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**
- B. **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**
 - (1) **Non-Individual (entity) Buyers:** One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): South Lake Tahoe Public Utility District
 - (3) **Contractual Identity of Buyer:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
 - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
 - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
 - (4) **Legally Authorized Signer:**
 - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 31** for additional terms.
 - (B) The name(s) of the Legally Authorized Signer(s) is/are: _____.
- C. The VLPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, Paul Hughes Date: 04/29/2026
 Printed name of BUYER: South Tahoe Public Utility District
 Printed Name of Legally Authorized Signer: Paul Hughes Title, if applicable, General Manager
 (Signature) By, _____ Date: _____
 Printed name of BUYER: _____
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

- A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

- Seller Counter Offer** (C.A.R. Form SCO or SMCO)
- Back-Up Offer Addendum** (C.A.R. Form BUO)

- B. **ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

- (1) **Non-Individual (entity) Sellers:** One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): Tech Ventures QOZB LLC

- (3) **Contractual Identity of Seller:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
 - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
 - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

- (4) **Legally Authorized Signer:**
 - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 31** for additional terms.
 - (B) The name(s) of the Legally Authorized Signer(s) is/are: Dustin Niglio, as President of LLC's managing member

- C. The VLPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, Dustin Niglio, as President of LLC corporate manager Date: 5/5/2026
 Printed name of SELLER: Tech Ventures Qozb LLC
 Printed Name of Legally Authorized Signer: Dustin Niglio, as President of LLC's managing member
 (Signature) By, _____ Date: _____
 Printed name of SELLER: _____
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



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REAL ESTATE BROKERS SECTION:

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
- 2. Agency relationships are confirmed as stated in paragraph 2.
- 3. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
- 4. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Berkshire Hathaway Drysdale Properties DRE Lic. # 01499008
 By Bret Howard Bret Howard DRE Lic. # 02099493 Date 04/21/2026
 By Deb Howard Deb Howard DRE Lic. # 00799233 Date 04/21/2026
 Address 3045 Harrison Ave City South Lake Tahoe State CA Zip 96150
 Email bret.howard@bhhsdrysdale.com Phone # (530) 318-5439

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es): Email above or _____

- Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm The Oppenheim Group DRE Lic. # 01983697
 By Radley Raven Radley Raven DRE Lic. # 02041346 Date 5/5/2026
 By _____ DRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Email _____ Phone # _____

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or _____

- Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials PH / _____ Seller's Initials DS / _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 22** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

- Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
Broker or Designee Initials

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date).
Seller's Initials

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 6/25)

1. **BROKER AGENCY RELATIONSHIP WITH MULTIPLE PRINCIPALS:** A real estate broker ("Brokerage"), whether a corporation, partnership or sole proprietorship, may legally represent more than one buyer or seller. This multiple representation can occur through a sole proprietor Brokerage; or through a salesperson or broker acting under the Brokerage's license ("Associate Licensee"). Associate Licensees under a Brokerage's license may be working out of the same or different office locations, and may or may not know one another. Clients of the Brokerage may have similar goals and may compete against each other for the same property or the same pool of prospective buyers. Some buyers and sellers prefer to work with individual, sole proprietor brokerages, some with brokerages that have multiple licensees, and others with large brokerage companies that have multiple offices and may have a regional, statewide or a national or international presence. Each has its own advantages. It is important for buyers and sellers to understand how the Brokerage representation of multiple buyers or sellers may impact them under various situations.
 - A. **MULTIPLE BUYERS:** Brokerage (individually or through any of its Associate Licensees) may work with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed by the Brokerage. Whether Brokerage is large or small, it is possible that one Associate-Licensee (agent 1) working with a buyer may not be aware that another Associate-Licensee (agent 2) is working with a different buyer who is interested in viewing or making an offer on the same property as agent 1's client, and vice-versa. Brokerage will not limit or restrict any buyer from making an offer on any specific property, whether or not the Brokerage represents other buyers interested in the same property.
 - B. **MULTIPLE SELLERS:** Brokerage (individually or through its Associate Licensees) may have listings on many properties at the same time. As a result, Brokerage will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Brokerage and some may not. Brokerage will market all listed properties to all prospective buyers, whether or not Brokerage has other listed properties that may appeal to the same prospective buyers.
 - C. **DUAL AGENCY IN A TRANSACTION:** California law allows a brokerage to represent both a buyer and a seller in a transaction (Civil Code § 2079 et seq.).
 - (1) **Brokerage Dual Agency:** If one Associate-Licensee from the Brokerage is working with a buyer and another Associate-Licensee from the same Brokerage is working with a seller on the same transaction, the Brokerage is considered a dual agent with fiduciary duties to both buyer and seller. In that situation, each individual Associate Licensee working on the transaction is also considered a dual agent having the same knowledge and responsibility as the Brokerage.
 - (2) **Single Agent Dual Agency:** Another form of dual agency occurs when an individual Associate-Licensee is working with both the buyer and seller in the same transaction. In that situation, both the Brokerage company and the individual Associate-Licensee are dual agents with fiduciary duties to each side of the transaction. There is no one approach to this situation. Some brokerages allow the single agent dual agent to continue to represent both parties, as that Associate-Licensee is the chosen agent of the principal. Some brokerages recommend that the broker or an office manager get involved if there is a dispute between the buyer and seller. Some brokerages will require that the broker or an office manager assist the Associate-Licensee with one principal or the other, even if the parties do not have a dispute. Whether one of these approaches, or another, is taken in a single agent dual agency will depend on the circumstances and the brokerage policy. Regardless of the approach, the Associate-Licensee and Brokerage shall conduct activity consistent with the terms in **paragraph 2C.**
2. **ACKNOWLEDGEMENT AND CONSENT:**
 - A. **OFFERS ARE NOT NECESSARILY CONFIDENTIAL:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer to other interested buyers and agents unless all parties and their agent have signed a written confidentiality agreement, (C.A.R. Form NDA). In the absence of a signed NDA, Buyer consents to such disclosure. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy, and the instructions of the seller.
 - B. **MULTIPLE BUYERS OR SELLERS:** If Seller is represented by Brokerage, Seller acknowledges that Brokerage may represent prospective buyers of Seller's property and consents to Brokerage acting as a dual agent for both Seller and buyer in that transaction. If Buyer is represented by Brokerage, Buyer acknowledges that Brokerage may represent sellers of property that Buyer is interested in acquiring and consents to Brokerage acting as a dual agent for both Buyer and seller with regard to that property.
 - C. **DUAL AGENCY IN A TRANSACTION:** In the event of dual agency, Seller and Buyer agree that: **(i)** a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and **(ii)** except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties. Seller and Buyer should discuss with a dual agent the details and parameters of this requirement. Seller and/or Buyer consents to allowing Brokerage to act as a dual agent in a transaction.

By signing below, Buyer and/or Seller acknowledge that each has received a copy of this Possible Representation of More Than One Buyer or Seller – Disclosure and Consent, and each has read, understands, and agrees to its terms and consents to the agency possibilities disclosed.

Buyer Paul Hughes South Tahoe Public Utility District Date 04/29/2026

DocuSigned by: Buyer _____ Date _____

Seller Dustin Nigro, as President of LLC corporate manager Tech Ventures Qozb LLC Date 5/5/2026

A61ECAD4258F418... Seller _____ Date _____

Buyer's Brokerage Firm Berkshire Hathaway Drysdale Properties DRE Lic # 01499008

By Bret Howard Bret Howard DRE Lic # 02099493 Date 04/21/2026

Seller's Brokerage Firm The Oppenheim Group DRE Lic # 01983697

By Radley Raven Radley Raven DRE Lic # 02041346 Date 5/5/2026

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FAIR HOUSING AND DISCRIMINATION ADVISORY
(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT (“FHA”)** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (“FEHA”)** California Government Code (“GC”) §§ 12900-12996, 12955; 2 California Code of Regulations (“CCR”) §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT (“Unruh”)** California Civil Code (“CC”) § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT (“ADA”)** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person’s belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code (“B&PC”) § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee’s real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Landlords/Housing Providers
 - Sublessors
 - Real estate licensees
 - Real estate brokerage firms
 - Property managers
 - Mobilehome parks
 - Homeowners Associations (“HOAs”);
 - Banks and Mortgage lenders
 - Insurance companies
 - Government housing services
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant’s ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children’s safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person’s protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; “channeling” or “steering” a prospective buyer or tenant to or away from a particular area due to that person’s protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. “Blockbusting” or causing “panic selling” by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;
 - E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);



- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/ neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://calcivilrights.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii) no discriminatory advertising is used**, and **(iii) the owner owns no more than three single-family residences**. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Paul Hughes South Tahoe Public Utility District Date 04/29/2026

Buyer/Tenant _____ DocuSigned by: _____ Date _____

Seller/Housing provider Dustin Nigro, as President of LLC corporate manager Tech Ventures Qozb LLC Date 5/5/2026
A61ECAD4258F418...

Seller/Housing provider _____ Date _____

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BUYER HOMEOWNERS' INSURANCE ADVISORY
(C.A.R. Form BHIA, 6/24)

- 1. IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.
- 2. PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.
- 3. CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.
- 4. INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of "knob and tube" electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.
- 5. RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: **(i)** Top Ten tips for Finding Residential Insurance; **(ii)** Residential Insurance Company Contact List; **(iii)** Home Insurance Finder; and **(iv)** information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at <https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm>.
- 6. BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.

Buyer: Paul Hughes South Tahoe Public Utility District Date: 04/29/2026

Buyer: _____ Date: _____

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY
(C.A.R. Form WFA, Reviewed 6/25)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Housing Providers at the beginning of the transaction.**
- 2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
- 3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
- 4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Housing Provider.**
- 5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Housing Provider, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

The term "Housing Provider" also includes Landlord or Rental Property Owner.

By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.

Buyer/Tenant Paul Hughes South Tahoe Public Utility District Date 04/29/2026

Buyer/Tenant _____ DocuSigned by: _____ Date _____

Seller/Housing Provider Dustin Nigro, as President of LLC corporate manager Tech Ventures Qozb LLC Date 5/5/2026

Seller/Housing Provider _____ Date _____

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BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, Revised 6/23)

Property Address: 936 Tanglewood Dr, South Lake Tahoe, CA 96150 ("Property").

- A. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

- B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know, or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not perform, and you have not cancelled the agreement in a timely and proper manner, you may be in breach of contract.

- C. SELLER RIGHTS AND DUTIES:** Seller is required to disclose to you known material facts that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

- D. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

- E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:**
 - 1. FINANCE:** Financing the purchase of vacant land and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
 - 2. CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
 - 3. UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
 - 4. ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

DS
DS



Property Address: 936 Tanglewood Dr, South Lake Tahoe, CA 96150 Date: 03/06/2026

- 5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
- 6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER Dustin Nigdio, as President of LLC corporate manager Tech Ventures Qozb LLC Date 5/5/2026
A61ECAD4258F418...

SELLER _____ Date _____

BUYER Paul Hughes South Tahoe Public Utility District Date 04/29/2026

BUYER _____ Date _____

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) (“CCPA”), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information (“PI”) that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to “opt out” or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered “sensitive.” You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant	<u>Paul Hughes</u>	<u>South Tahoe Public Utility District</u>	Date	<u>04/29/2026</u>
Buyer/Seller/Landlord/Tenant	<u>Dustin Niglio, as President of LLC corporation</u>	<u>Dustin Niglio, as President of LLC</u>	Date	<u>5/5/2026</u>

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SELLER COUNTER OFFER No. 2

May not be used as a multiple counter offer. (C.A.R. Form SCO, Revised 12/25)

Date 05/13/2026

This is a counter offer to the Purchase Agreement, OR Buyer Counter Offer No. 1, Other _____ ("Offer"), dated 05/12/2026, on property known as 936 Tanglewood Dr, South Lake Tahoe, ("Property"), between South Lake Tahoe Public Utility District ("Buyer") and Tech Ventures QOZB LLC ("Seller").

Buyer and Seller are referred to as the "Parties."

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties.
B. Unless Otherwise Agreed or altered in another Counter Offer, the down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer...
C. Unless Otherwise Agreed or altered in another Counter Offer, if, in the original offer, the appraisal contingency amount is lower than the original offered price...
D. OTHER TERMS: Purchase Price to be \$425,000 Best & Final.

E. The following attached documents are incorporated into this Seller Counter Offer when Signed and Delivered by both Parties (and if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Counter Offer is not valid):

- Addendum No. _____ (C.A.R. Form ADM)
Back Up Offer Addendum (C.A.R. Form BUO)
Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
Seller Purchase of Replacement Property (C.A.R. Form SPRP)
Tenant Occupied Property Addendum (C.A.R. Form TOPA)
Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
Seller Intent to Exchange Addendum (C.A.R. Form SXA)
Other _____ Other _____

- 2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00 PM on the third Day after the date this Seller Counter Offer is Signed in paragraph 4...
B. OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance...
C. OR If Seller accepts another offer prior to Buyer's Acceptance...
3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale.
4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED.

Seller Dustin Nglio, President of corporate manager for Tech Ventures QOZB LLC Date 5/13/2026
Seller A61ECAD4258F418... Date _____

SCO Revised 12/25 (PAGE 1 OF 2)



SELLER COUNTER OFFER (SCO PAGE 1 OF 2)

5. **ACCEPTANCE:** I/WE accept the above Seller Counter Offer (If checked **SUBJECT TO THE ATTACHED BUYER COUNTER OFFER No. _____**) and acknowledge receipt of a Copy.

Buyer Paul Hughes South Lake Tahoe Public Utility District Date 05/22/2026

Buyer _____ Date _____

6. **LATE ACCEPTANCE:** If the date of Buyer's signature in **paragraph 5** is after the expiration specified in **paragraph 2A**, Buyer's acceptance is only binding if Seller agrees to the late acceptance by signing below and Delivering a Copy before 5:00 PM on the third Day after the date this Seller Counter Offer is Signed in **paragraph 5**. All time periods in the Agreement shall begin upon the Delivery of this Late Acceptance.

I/We (Seller), ^{DocuSigned by:} **ratify the acceptance and agree to all terms of this Seller Counter Offer.**

Seller Dustin Niglio, as President of LLC corporate manager Tech Ventures QOZB LLC Date 5/23/2026

Seller _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYER COUNTER OFFER No. one (C.A.R. Form BCO, Revised 12/25)

Date 05/12/2026

This is a counter offer to the Seller Counter Offer No. 1, OR Seller Multiple Counter Offer No. _____, Other _____ ("Offer"), dated _____, on property known as 936 Tanglewood Dr, South Lake Tahoe, CA 96150 ("Property"), between South Tahoe Public Utility District ("Buyer") and Tech Ventures Qozb LLC ("Seller"). Buyer and Seller are referred to as the "Parties."

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties.
B. Unless Otherwise Agreed or altered in another Counter Offer, the down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer...
C. Unless Otherwise Agreed or altered in another Counter Offer, if, in the original offer, the appraisal contingency amount is lower than the original offered price...
D. OTHER TERMS: Purchase price to be \$375,000 (three hundred seventy five thousand).

- E. The following attached addenda are incorporated into this Buyer Counter Offer only when Signed by both Parties (and if both Parties do not Sign and Deliver all attached addenda, then any acceptance of this Buyer Counter Offer is not valid):
 Addendum No. _____
 _____ _____

- 2. EXPIRATION: This Buyer Counter Offer shall be deemed revoked, and the deposits, if any, shall be returned:
A. Unless by 5:00 PM on the third Day after the date this Buyer Counter Offer is signed in paragraph 3...
B. OR If Buyer withdraws this Buyer Counter Offer any time prior to Seller's Acceptance by communicating withdrawal to Seller or Seller's Agent (C.A.R. Form WOO may be used).

3. OFFER: BUYER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. THIS COUNTER OFFER IS VALID REGARDLESS OF WHETHER ANY PREVIOUS OFFER OR COUNTER OFFER EXPIRED BY ITS TERMS. The terms and conditions of those documents are incorporated into this Buyer Counter Offer unless Otherwise Agreed.

Buyer Paul Hughes South Tahoe Public Utility District Date 05/12/2026
Buyer _____ Date _____

4. ACCEPTANCE: I/WE accept the above Buyer Counter Offer and all Signed Addenda, if any, (If checked SUBJECT TO THE ATTACHED SELLER COUNTER OFFER No. 2 OR SELLER MULTIPLE COUNTER OFFER No. _____), and acknowledge receipt of a Copy.
Seller Dustin Nglio, President of corporate manager for Tech Ventures Qozb LLC Date 5/13/2026
Seller _____ Date _____

5. LATE ACCEPTANCE: If the date of Seller's signature in paragraph 4 is after the expiration specified in paragraph 2A, Seller's acceptance is only binding if Buyer agrees to the late acceptance by signing below and Delivering a Copy before 5:00 PM on the third Day after the date this Buyer Counter Offer is signed in paragraph 4. All time periods in the Agreement shall begin upon the Delivery of this Late Acceptance.

I/We (Buyer), ratify the acceptance and agree to all terms of this Buyer Counter Offer.
Buyer _____ Date _____
Buyer _____ Date _____

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SELLER COUNTER OFFER No. 1

May not be used as a multiple counter offer. (C.A.R. Form SCO, Revised 12/25)

Date 05/05/2026

This is a counter offer to the Purchase Agreement, OR Buyer Counter Offer No. _____, Other _____ ("Offer"), dated 03/06/2026, on property known as 936 Tanglewood Dr, South Lake Tahoe, ("Property"), between South Lake Tahoe Public Utility District ("Buyer") and Tech Ventures QOZB LLC ("Seller").

Buyer and Seller are referred to as the "Parties."

- 1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
 - A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in **paragraph 1D** below or in another Counter Offer or addendum.
 - B. Unless Otherwise Agreed or altered in another Counter Offer, the down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but the dollar amount of any initial and increased deposit and Seller credits shall remain unchanged from the original Offer.
 - C. Unless Otherwise Agreed or altered in another Counter Offer, if, in the original offer, the appraisal contingency amount is lower than the original offered price (e.g., the optional box is checked in the third column in **paragraph 3L(2)** of the RPA), then the dollar amount of any difference ("Appraisal Gap") shall remain unchanged and shall be deducted from the final contract price to create the final appraisal contingency amount. (For example, if the purchase price in the offer is \$1,000,000, and Buyer reduces the appraisal contingency value to \$950,000, the "Appraisal Gap" is \$50,000. If the purchase price is increased to \$1,200,000 as a result of this counter offer, the appraisal contingency value shall be adjusted to \$1,150,000 (\$1,200,000 less \$50,000). If the property appraises below \$1,150,000, Buyer may exercise Buyer's appraisal contingency right to cancel this Agreement.)
 - D. **OTHER TERMS:** *i.) Purchase Price to be \$425,000 Best & Final.*
ii.) This sale does not include the two (2) Potential Residential Unit of Use ("PRUU's") associated with this Property. Seller shall, at Seller's expense, file the necessary TRPA applications to formally transfer these PRUU's to parcel(s) designated by the Seller. Buyer agrees to cooperate and execute any formal documents required to complete this process. This sale and Close of Escrow are subject to the completion and official transfer of said PRUU's.

E. The following attached documents are incorporated into this Seller Counter Offer when Signed and Delivered by both Parties (and if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Counter Offer is not valid):

- Addendum No. _____ (C.A.R. Form ADM)
- Back Up Offer Addendum (C.A.R. Form BUO)
- Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
- Seller Purchase of Replacement Property (C.A.R. Form SPRP)
- Tenant Occupied Property Addendum (C.A.R. Form TOPA)
- Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
- Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Other _____ Other _____

- 2. **EXPIRATION:** This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
 - A. Unless by 5:00 PM on the third Day after the date this Seller Counter Offer is Signed in **paragraph 4** (if more than one signature, then the last signature date)(or by AM/ PM on _____ (date)) (i) it is Signed in **paragraph 5** by Buyer and (ii) a Copy of the Signed Seller Counter Offer is Delivered to Seller or Seller's Authorized Agent.
 - B. OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance by communicating withdrawal to Buyer or Buyer's Agent (C.A.R. Form WOO may be used).
 - C. OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller Counter Offer.
- 3. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in **2A** and **5**. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.
- 4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. THIS COUNTER OFFER IS VALID REGARDLESS OF WHETHER ANY PREVIOUS OFFER OR COUNTER OFFER EXPIRED BY ITS TERMS. The terms and conditions of those documents are incorporated into this Seller Counter Offer unless Otherwise Agreed.**

Seller ^{DocuSigned by:} Dustin Nigilio, as President of LLC corporate manager Tech Ventures QOZB LLC Date 5/5/2026
Seller A61ECAD4258F418... Date _____



5. **ACCEPTANCE:** I/WE accept the above Seller Counter Offer (If checked **SUBJECT TO THE ATTACHED BUYER COUNTER OFFER No one**) and acknowledge receipt of a Copy.

Buyer Paul Hughes South Lake Tahoe Public Utility District Date 05/12/2026

Buyer _____ Date _____

6. **LATE ACCEPTANCE:** If the date of Buyer's signature in **paragraph 5** is after the expiration specified in **paragraph 2A**, Buyer's acceptance is only binding if Seller agrees to the late acceptance by signing below and Delivering a Copy before 5:00 PM on the third Day after the date this Seller Counter Offer is Signed in **paragraph 5**. All time periods in the Agreement shall begin upon the Delivery of this Late Acceptance.

I/We (Seller), ratify the acceptance and agree to all terms of this Seller Counter Offer.

Seller _____ Tech Ventures QOZB LLC Date _____

Seller _____ Date _____

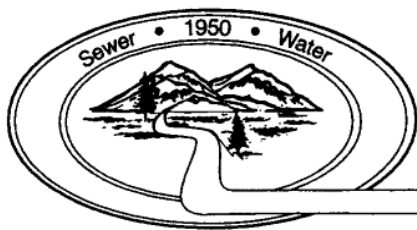
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SCO Revised 12/25 (PAGE 2 OF 2)



SELLER COUNTER OFFER (SCO PAGE 2 OF 2)



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6e

TO: Board of Directors

FROM: Mark Seelos, Water Resources Manager

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: Sunset and Tanglewood Well Drilling Project

REQUESTED BOARD ACTION: (1) Find minor irregularities in the bid from Zim Industries to be immaterial, and waive minor irregularities; and (2) Award the Project to the lowest responsive, responsible bidder, Zim Industries, in the amount of \$2,268,900.

DISCUSSION: On May 7, 2026 the Board authorized staff to advertise for construction bids for the Sunset and Tanglewood Well Drilling Project (Project). The Scope of Work is as follows:

- 1) Drilling, installation, and testing of Sunset Replacement Well
- 2) Destruction of Tanglewood Test Well;
- 3) Drilling, installation, and testing of Tanglewood Well

The Project was advertised on PlanetBids on May 7, 2026. A mandatory pre-bid conference was held on May 27, 2026 with six prime contractors in attendance. Bids were opened on June 8, 2026 at 2:00 p.m. (PDT). Three bids were received, ranging from \$2.269 million to \$2.926 million. The Engineer's Estimate for the construction of the Project was \$1.8 million. The low bid reflects current market conditions, including increased costs for stainless steel, labor, and materials. A summary of the bid, along with staff findings, is attached.

Zim Industry's bid contained four minor contractual irregularities; however, the relevant information was verified and confirmed to meet the District's requirements.

Drilling and well construction is anticipated to start in July 2026.

SCHEDULE: Upon Board Approval

COSTS: \$2,268,900

ACCOUNT NO: 20.30.8681/SSWRBD: \$1,145,450; 20.30.7006/TNGLWD: \$1,123,450

BUDGETED AMOUNT AVAILABLE: \$3,167,656 (Fiscal Year 2026 available budget and additional budget allocated in Fiscal Year 2027); Fiscal Year 2026 available budgets - 20.30.8681/SSWRBD: \$371,655; 20.30.7006/TNGLWD: (\$3,999).

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Bid Summary

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____

South Tahoe

Public Utility District

1275 Meadow Crest Drive

South Lake Tahoe, CA 96150

Telephone: (530)544-6474 Fax: (530)541-4319

Memorandum

Date: June 11, 2026

To: Board Members, Paul Hughes

From: Starlet Glaze, Contracts Specialist

Subject: Sunset and Tanglewood Well Project

At 2:00 PM on Monday, June 8, 2026, three (3) electronic bids were received via PlanetBids for the above-referenced project. The bids submitted ranged from \$2,268,900.00 to \$2,925,602.00. The Engineer's Estimate for this project was \$1,800,000.00. One bidder was determined to be non-responsive for failure to submit the required original Bid Bond prior to the bid opening.

A careful review and analysis of the two responsive bids received identified only minor deviations. See the attached Bid Summary and List of Deviations for a complete breakdown of each bid.

Zim Industries, Inc. is the apparent low bidder.

I contacted the Contractors State License Board and confirmed the following:

- License Number: 440537
- Status: Current and Active
- Expiration Date: June 30, 2027
- Entity Type: Corporation
- License Classification: Class A – General Engineering; Class C-61/D21 – Machinery and Pumps; Class C-57 – Well Drilling

Additionally, I verified with the California Department of Industrial Relations that Zim Industries, Inc. is properly registered under PWCR Number 1000003978.

Sunset and Tanglewood Well Project

Advertised: 05/07/2026

Bid Opening: June 08, 2026 2:00 PM (PDT)

Item	Description	Unit of Measure	Quantity	Zim Industries, Inc.	South Valley Companies Inc.	Gregg Drilling, LLC	Engineer's Estimate
Bid Schedule A: Sunset Well Site							
1	Mobilization and demobilization including bonds, insurance, permits, submittals, and cleanup	LS	1	\$190,000.00	\$120,000.00	\$144,764.00	\$45,000.00
2	Site preparation including grubbing, BMP installation and maintenance, and stockpile management	LS	1	\$18,000.00	\$50,000.00	\$11,708.00	\$10,000.00
3	Noise control barrier wall design, installation, and maintenance (engineer stamped)	LS	1	\$105,000.00	\$150,000.00	\$158,055.00	\$120,000.00
4	Pumped groundwater management system including tanks, filtration unit, piping, and appurtenances	LS	1	\$35,000.00	\$80,000.00	\$64,393.00	\$75,000.00
5	40-inch conductor casing and 10.3 sack cement sanitary seal installation to 55 ft	LS	1	\$60,000.00	\$60,000.00	\$52,685.00	\$55,000.00
6	Reverse-rotary pilot borehole drilling.	LF	500	\$75,000.00	\$162,500.00	\$198,000.00	\$200,000.00
7	Geophysical logging and analysis (resistivity, gamma, SP, etc.)	LS	1	\$20,000.00	\$10,000.00	\$8,781.00	\$7,500.00
8	Temporary sand backfill to stabilize borehole	LF	445	\$8,900.00	\$31,150.00	\$36,045.00	\$22,250.00
9	Well installation materials including casing, screen, gravel pack, and accessories	LF	500	\$380,000.00	\$300,000.00	\$303,500.00	\$100,000.00
10	Reaming pilot borehole to final design diameter and depth	LF	500	\$75,000.00	\$150,000.00	\$197,500.00	\$25,000.00
11	Caliper survey and analysis	LS	1	\$4,500.00	\$10,000.00	\$5,620.00	\$5,000.00
12	Production well installation per hydrogeologist design	LF	500	\$10,000.00	\$37,500.00	\$91,500.00	\$75,000.00
13	Transition sand and annular cement seal installation	LF	205	\$18,450.00	\$20,500.00	\$24,395.00	\$20,500.00
14	Mechanical and chemical well development	HR	48	\$26,400.00	\$24,000.00	\$34,128.00	\$24,000.00
15	Test pump and discharge system installation	LS	1	\$48,000.00	\$70,000.00	\$57,602.00	\$9,750.00
16	Pumping and overpumping well development	HR	48	\$21,600.00	\$24,000.00	\$32,016.00	\$24,000.00
17	Pumping tests including step drawdown, constant rate, recovery, and sampling	LS	1	\$33,600.00	\$25,000.00	\$25,757.00	\$25,000.00
18	Gyroscopic plumbness and alignment survey of completed well	LS	1	\$6,000.00	\$10,000.00	\$14,635.00	\$5,000.00
19	Downhole video survey of completed well	LS	1	\$3,000.00	\$10,000.00	\$3,278.00	\$1,000.00
20	Final disinfection and welded cap installation	LS	1	\$7,000.00	\$10,000.00	\$3,278.00	\$1,000.00
21	Standby time when directed by Engineer or Hydrogeologist	HR	0	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal		\$1,145,450.00	\$1,354,650.00	\$1,467,640.00	\$850,000.00
Bid Schedule B: Tangelwood Well Site							
22	Mobilization and demobilization including bonds, insurance, permits, submittals, and cleanup	LS	1	\$145,000.00	\$120,000.00	\$133,628.00	\$25,000.00
23	Site preparation including grubbing, BMP installation and maintenance, and stockpile management	LS	1	\$18,000.00	\$50,000.00	\$11,708.00	\$5,000.00
24	Destruction of existing Tanglewood test well per California standards	LS	1	\$48,000.00	\$50,000.00	\$35,123.00	\$75,000.00
25	Noise control barrier wall design, installation, and maintenance (engineer stamped)	LS	1	\$105,000.00	\$150,000.00	\$142,748.00	\$120,000.00
26	Pumped groundwater management system including tanks, filtration unit, piping, and appurtenances	LS	1	\$35,000.00	\$100,000.00	\$64,393.00	\$125,000.00
27	40-inch conductor casing and 10.3 sack cement sanitary seal installation to 55 ft	LS	1	\$60,000.00	\$60,000.00	\$52,685.00	\$55,000.00
28	Reverse-rotary pilot borehole drilling.	LF	500	\$75,000.00	\$162,500.00	\$198,000.00	\$200,000.00
29	Geophysical logging and analysis (resistivity, gamma, SP, etc.)	LS	1	\$20,000.00	\$10,000.00	\$7,610.00	\$7,500.00
30	Temporary sand backfill to stabilize borehole	LF	445	\$8,900.00	\$31,150.00	\$35,155.00	\$22,250.00
31	Well installation materials including casing, screen, gravel pack, and accessories	LF	500	\$360,000.00	\$300,000.00	\$290,000.00	\$100,000.00
32	Reaming pilot borehole to final design diameter and depth	LF	500	\$70,000.00	\$150,000.00	\$182,500.00	\$25,000.00
33	Caliper survey and analysis	LS	1	\$4,500.00	\$10,000.00	\$13,230.00	\$5,000.00
34	Production well installation per hydrogeologist design	LF	500	\$10,000.00	\$50,000.00	\$91,500.00	\$75,000.00
35	Transition sand and annular cement seal installation	LF	205	\$18,450.00	\$20,500.00	\$24,395.00	\$20,500.00

36	Mechanical and chemical well development	HR	48	\$26,400.00	\$24,000.00	\$34,176.00	\$24,000.00
37	Test pump and discharge system installation	LS	1	\$48,000.00	\$80,000.00	\$57,602.00	\$9,750.00
38	Pumping and overpumping well development	HR	48	\$21,600.00	\$24,000.00	\$32,112.00	\$24,000.00
39	Pumping tests including step drawdown, constant rate, recovery, and sampling	LS	1	\$33,600.00	\$20,000.00	\$25,757.00	\$25,000.00
40	Gyroscopic plumbness and alignment survey of completed well	LS	1	\$6,000.00	\$10,000.00	\$14,635.00	\$5,000.00
41	Downhole video survey of completed well	LS	1	\$3,000.00	\$10,000.00	\$3,278.00	\$1,000.00
42	Final disinfection and welded cap installation	LS	1	\$7,000.00	\$10,000.00	\$7,727.00	\$1,000.00
43	Standby time when directed by Engineer or Hydrogeologist	HR	0	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal		\$1,123,450.00	\$1,442,150.00	\$1,457,962.00	\$950,000.00
		Total		\$2,268,900.00	\$2,796,800.00	\$2,925,602.00	\$1,800,000.00

**SUNSET AND TANGLEWOOD WELL PROJECT
CONTRACTOR'S SUBCONTRACTORS**

Zim Industries, Inc.

<u>Description of Work</u>		<u>Subcontractors Name & Address</u>
Drill Conductor Borehole	0.6%	Hagg Drilling Specialty Const., Inc. 19632 Brimhall Road Bakersfield, CA 93314 CA#829276; CA DIR(PWC)#1000021704
Geophysical Surveys, Caliper, Video & Gyro	1.7%	Pacific Surveys, LLC 4456 Via Saint Ambrose Claremont, CA 91711 CA# N/A Service Provider; CA DIR(PWC)#1000014306
Tree Removal	<0.5%	Sierra Crest Tree Service 725 James Ave. South Lake Tahoe, CA 96150 CA#1108901; CA DIR(PWC)#2000009724
Named Equipment/Material Supplier List:		
<u>Equipment / Material</u>		<u>Supplier / Manufacturer</u>
Well Casing and Screen		Roscoe Moss
Filter Pack		PW Gillibrand
Conductor Casing		Roscoe Moss
Filter Feed Tube		Independent Pipe
Drilling Fluid Additives		Baroid
Development Chemicals		Baroid
Noise Control Barrier Walls		Zim
Groundwater Discharge System		Zim

South Valley Companies, Inc.

<u>Description of Work</u>		<u>Subcontractors Name & Address</u>
Conductor, hauling, sound walls	15%	5 C Holdings Inc. CA#938158; CA DIR(PWC)#1000028859
Surveys	1%	Pacific Surveys, LLC CA# No CSLB Service Provider; CA DIR (PWC)#1000014306
Named Equipment/Material Supplier List:		
<u>Equipment / Material</u>		<u>Supplier / Manufacturer</u>
Well Casing and Screen		Roscoe Moss / Roscoe Moss
Filter Pack		PW Gillibrand / PW Gillibrand
Conductor Casing		Roscoe Moss / Roscoe Moss
Filter Feed Tube		Roscoe Moss / Roscoe Moss
Drilling Fluid Additives		Preferred Pump / Baroid
Development Chemicals		Preferred Pump / Baroid - Johnson

**SUNSET AND TANGLEWOOD WELL PROJECT
CONTRACTOR'S SUBCONTRACTORS**

Noise Control Barrier Walls	Behrens / Behrens
Groundwater Discharge System	Ironclad / Rexroth Irrigation / Rain for Rent Same

Gregg Drilling, LLC

<u>Description of Work</u>		<u>Subcontractors Name & Address</u>
Noise Mitigation	8.4%	Behrens and Associates 66 Franklin St. Suite 324 Oakland, CA 94607 CA#1120955; CA DIR(PWC)#100018695
Waste Handling	11%	Costera Waste and Environmental 1517 North Point St., #527 San Francisco, CA 94123 CA#1068264; CA DIR (PWC)#PW-LR-100067944
Install conductor casing	1.8%	SDI Services 1143 Blumenfeld Drive, Suite 100 Sacramento, CA 95815 CA#476668; CA DIR (PWC)#1000002722
Geophysical logging	1.2%	Pacific Surveys 1785 West Arrow Route, Building D Suites 3&4 Upland, CA 91786 CA# Not a contractor; CA DIR (PWC)#1000014306
Well Development and Pump Testing / Well Destruction	11%	Eaton Pumps Sales and Service 10 West Kentucky Ave Woodland, CA 95695 CA#133783; CA DIR (PWC)#1000035631

Named Equipment/Material Supplier List:

Equipment / Material	Supplier / Manufacturer
Well Casing and Screen	Roscoe Moss / Roscoe Moss
Filter Pack	Gillibrand / Gillibrand
Conductor Casing	Roscoe Moss / Roscoe Moss
Filter Feed Tube	Roscoe Moss / Roscoe Moss
Drilling Fluid Additives	Baroid / Baroid
Development Chemicals	Baroid / Baroid
Noise Control Barrier Walls	Behrens / Behrens
Groundwater Discharge System	Rain for Rent / Rain for Rent

SUNSET AND TANGLEWOOD WELL PROJECT

Bid Opening: Monday, June 8, 2026, at 2:00 p.m.

Three bids were received for this project and are reflected in the Bid Summary. Upon review, the second-lowest bidder was determined to be non-responsive for failure to submit the required original Bid Bond prior to the bid opening. Staff then conducted a detailed review of the two responsive bids. Several minor irregularities and informational items were identified and verified by staff and were determined not to affect the responsiveness of the bids.

Deviations and Information Identified During Bid Analysis of the Two Responsive Bids Received

Zim Industries, Inc.

• List of Subcontractors

- Minor discrepancies were identified in the names of certain listed subcontractors when compared to the California Department of Industrial Relations (CA DIR) and the California State License Board (CSLB) records. Staff verified the correct entity names and confirmed that all listed subcontractors are currently registered with the CA DIR and maintain active CSLB licenses, as applicable.
- Minor address discrepancies were identified for two listed subcontractors. Staff verified the subcontractors' identities and confirmed the differences were attributable to alternate mailing and physical business addresses.

• Bidder's General Information

- Item 6 did not include the address and phone number of the surety company. Staff obtained the missing information directly from the agent and verified that the Bid Bond is valid and that the surety company meets District requirements.

• Bid Schedule No. 1 and Bid Schedule No. 2 - Mobilization and Demobilization

- The Mobilization and Demobilization line item exceeded 10% of the total bid amount for both Bid Schedules.
- As required by the Contract Documents, the bidder provided documented justification for the costs.
- The justification was reviewed and accepted by the District.

Gregg Drilling, LLC

• List of Subcontractors

- Minor discrepancies were identified between the names of certain subcontractors listed on the Bid Form and the entity names reflected in the California Department of Industrial Relations (CA DIR) and the California Contractors State License Board (CSLB) records. Staff verified the correct entity names and confirmed that the affected subcontractors maintain current DIR registrations and active CSLB licenses, as applicable.
- Minor address discrepancies were identified for several listed subcontractors. Staff verified the subcontractors' identities and confirmed the differences were attributable to alternate mailing and physical business addresses.
- The registration number provided for one listed subcontractor corresponded to a different entity in the CA DIR database. Staff was unable to independently verify the subcontractor's CA DIR registration using the information provided on the Bid Form.

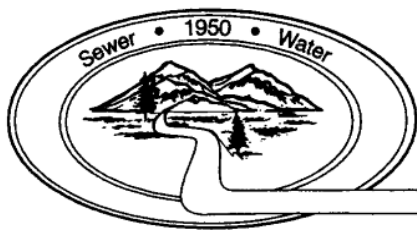
- One subcontractor was listed on the Bid Form under a trade name rather than the legal entity name reflected in the CA DIR and CSLB records. Staff verified the relationship between the trade name and the licensed entity.

Bidder's General Information

- Item 6 did not include the name, address or phone number of the surety company. Staff obtained the missing information directly from the agent and verified that the Bid Bond is valid and that the surety company meets District requirements.
 - The CSLB license expiration date was listed incorrectly on the Bid Form. Staff verified through the CSLB website that the license is current and active and confirmed the correct expiration date.
-

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 6f

TO: Board of Directors

FROM: Mark Seelos, Water Resources Manager

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: Sunset and Tanglewood Well Drilling Project

REQUESTED BOARD ACTION: (1) Approve the Scope of Work from Montgomery & Associates to provide hydrogeological support, specialty inspection services, and construction management services for the Sunset and Tanglewood Well Project; and (2) authorize the General Manager to execute Task Order No. 3 with Montgomery & Associates in the amount of \$328,645.

DISCUSSION: Contractor mobilization for the Sunset and Tanglewood Well Project is scheduled for early July 2026. Montgomery & Associates provided the District with assistance throughout Project development, including well site planning, preparing the Plans and Specifications, and bidding support. Onsite hydrogeological support, specialty inspection, and construction management is crucial to successful well projects because subsurface conditions encountered during drilling often differ from anticipated conditions and require real-time evaluation and decision-making. Continuous oversight helps ensure the wells are constructed in accordance with the Project Specifications, geologic conditions are accurately documented, design adjustments are appropriately implemented when necessary, and construction activities are completed in a manner that protects well performance, water quality, and the District's long-term water supply investment.

The District has selected Montgomery & Associates to provide hydrogeological support and construction management services to provide project continuity. The Project team will be led by Bill DeBoer, P.G., C.Hg., a principal hydrogeologist with 20 years of experience in exploration drilling, aquifer characterization, pumping tests, and the design and installation of supply wells. Specific tasks include construction meetings, review of submittals and requests for information, final well designs, and onsite specialty inspection and construction management for the duration of the Project. The total cost for both well sites is not to exceed \$328,645.

SCHEDULE: Upon Board Approval

COSTS: \$328,645

ACCOUNT NO: 20.30.8681/SSWRBD: \$164,323; 20.30.7006/TNGLWD: \$164,322

BUDGETED AMOUNT AVAILABLE: \$3,167,656 (Fiscal Year 2026 available budget and additional budget allocated in Fiscal Year 2027); Fiscal Year 2026 available budgets - 20.30.8681/SSWRBD: \$371,655; 20.30.7006/TNGLWD: (\$3,999).

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Montgomery & Associates Proposal

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____



May 8, 2026

Mr. Mark Seelos
Water Resources Manager
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

SUBJECT: PROPOSAL FOR CONSTRUCTION MANAGEMENT OF SUNSET WELL NO. 2 AND TANGLEWOOD WELL

Dear Mr. Seelos:

Montgomery & Associates (M&A) is pleased to submit this scope and fee proposal to South Lake Tahoe Public Utility District's (District) to provide services during construction of the new Sunset Well No. 2, construction of the new Tanglewood well, and destruction of the long-screened Tanglewood test well.

M&A completed the design and technical specifications for the Sunset Well site under Task Order No. 1 and for the Tanglewood Well site under Task Order No. 2. This proposal is to provide ongoing support for the projects during the well construction and testing phase, anticipated to occur between July and October 2026. M&A is currently supporting the District's solicitation of bids from drilling Contractors.

SCOPE OF WORK

The Scope of Work (SOW) is based on the project technical specifications and includes construction management, data analysis and reporting. M&A proposes the following tasks to complete this project:

- Task 1 – Construction Management: Sunset Well Site
- Task 2 – Construction Management: Tanglewood Well Site
- Task 3 – Reporting

M&A will manage construction management budgets separately for each well site, though concurrent activities at both sites are anticipated. The scope of work presented herein for each site is substantially similar, though the Tanglewood site includes a well destruction component.

These costs will be revisited after the District’s Contractor has been awarded and submits a project schedule to verify the assumed level of effort is consistent with contractor timelines and District expectations. M&A anticipates construction activity to occur between July 13, 2026, and October 15, 2026.

M&A will provide construction management at the level requested by the District. For estimating purposes, M&A recommends a level of oversight shown on Table 1. Construction management costs provided herein are estimated based on anticipated durations and level of oversight required for each activity. Actual durations are subject to the performance of the District’s Contractor and are not controlled by M&A. As such, actual costs may increase or decrease based on actual durations, or by District request for modified observation schedules. Field oversight costs are based on the Scientist 2 hourly rate, but efforts will be made to use the most cost-efficient, responsible staff level where feasible. For cost estimating purposes it is assumed that separate staff will be required for each site. M&A will work to identify additional cost efficiency when there is active and concurrent construction at both sites, where appropriate and if it does not impact the quality of the oversight.

Table 1. Recommended Level of Oversight

Activity	Full-time Observation	Part-time Observation	No Observation
Well Destruction			
Mobilization and Site Preparation			X
Well Destruction	X		
Demobilization			X
Well Drilling, Construction, Development and Testing			
Mobilization, Tree Removal, and Sound Curtain Installation		X	
Conductor Casing Installation and Sanitary Seal	X		
Pilot Borehole Drilling	X		
Geophysical Survey	X		
Borehole Ream		X	
Caliper Survey	X		
Well Construction	X		
Mechanical and Chemical Well Development	X		
Demobilization of the Drilling Rig			X
Installation of Test Pump			X
Test Pump Development	X		
Production Tests	X		
Test Pump Removal			X
Video Survey	X		
Disinfection and Capping			X
Final Demobilization			X

Costs are not included herein for construction management of non-intrusive activities including grubbing and grading, borehole circulation while waiting for materials, and cement cure or chemical contact wait periods.

Task 1: Construction Management: Sunset Well Site

M&A will provide construction management services during the installation and testing of Sunset Well No. 2 to ensure compliance with the technical specifications and will provide on-site presence consistent with Table 1. M&A will review and respond to contractor's submittals and maintain a comprehensive submittals log throughout the project.

A well design technical memorandum will be written to document the findings of the pilot borehole and to provide a final recommended final well design. The technical memorandum will be completed and submitted for District review within 48 hours after receipt of electronic geophysical results, sieve analysis data, and any other relevant data. The technical memorandum will include a proposed well construction schematic, casing schedule, and annular material schedule. A vertically scaled graphic containing observed lithology and geophysical results will be included with the technical memorandum. This includes preparation of a draft technical memorandum, 1 round of District comments, and finalization. The draft and final technical memorandum will be submitted electronically in PDF format.

Task 2: Construction Management: Tanglewood Well Site

M&A will provide construction management services during the installation and testing of Tanglewood Well and destruction of the Tanglewood test well to ensure compliance with the technical specifications and will provide on-site presence consistent with Table 1. M&A will review and respond to contractor's submittals and maintain a comprehensive submittals log throughout the project.

A well design technical memorandum will be written to document the findings of the pilot borehole and to provide a final recommended final well design. The technical memorandum will be completed and submitted for District review within 48 hours after receipt of electronic geophysical results, sieve analysis data, and any other relevant data. The technical memorandum will include a proposed well construction schematic, casing schedule, and annular material schedule. A vertically scaled graphic containing observed lithology and geophysical results will be included with the technical memorandum. This includes preparation of a draft technical memorandum, 1 round of District comments, and finalization. The draft and final technical memorandum will be submitted electronically in PDF format.

Task 3: Reporting

A Well Installation Report will be prepared following completion of site activities related to well destruction and construction. The report will include a description of the work completed, description of the methods and procedures used, results and discussion of drilling and testing activities, conclusions, recommendations, and relevant appendices.

M&A anticipates separate reports will be prepared for each of the following activities:

- Sunset Well No. 2 Construction, Development and Testing Report
- Tanglewood Long-Screened Test Well Destruction Report
- Tanglewood Well Construction, Development and Testing Report

Draft reports for District comment will be prepared in Microsoft Word. Final will include 1 hardcopy and 1 PDF copy. The hardcopy report will also include long-form printouts of downhole logging (geophysical, caliper, alignment, spinner), a copy of the complete video survey in MP4 format (provided on DVD or flash drive), and 1 set of drill cutting chip trays (excluding the well destruction report).

COSTS

The estimated costs by task are summarized below and detailed in the attached table.

	Labor Costs	Expenses	TOTAL
Task 1: Sunset Construction Management	\$126,755	\$12,000	\$138,755
Task 2: Tanglewood Construction Management	\$133,010	\$12,000	\$145,010
Task 3: Data Analysis and Reporting	\$44,880	\$0	\$44,880
TOTAL COST	\$304,645	\$24,000	\$328,645

If you have any questions, do not hesitate to contact me.

Sincerely,



Bill DeBoer, P.G., C.Hg.
Principal Hydrogeologist

	Scientist 6	Scientist 4	Scientist 2	Technical Editor	Labor Costs	Expenses	TOTAL
\$/hr	\$265	\$215	\$165	\$95			
Task 1: Sunset Construction Management							
Meetings	12	12	-	-	\$5,760	-	\$5,760
Submittal Review	10	6	-	-	\$3,940	-	\$3,940
Tree Removal	-	1	8	-	\$1,535	-	\$1,535
Mobilization and Sound Curtain Installation	8	8	10	-	\$5,490	-	\$5,490
Conductor Casing Installation and Sanitary Seal	1	2	24	-	\$4,655	-	\$4,655
Pilot Borehole Drilling	4	16	130	-	\$25,950	-	\$25,950
Geophysical Survey	-	1	12	-	\$2,195	-	\$2,195
Well Design Technical Memorandum	6	8	4	2	\$4,160	-	\$4,160
Borehole Ream	-	4	40	-	\$7,460	-	\$7,460
Caliper Survey	-	1	12	-	\$2,195	-	\$2,195
Well Construction	8	12	80	-	\$17,900	-	\$17,900
Mechanical and Chemical Well Development	8	8	120	-	\$23,640	-	\$23,640
Test Pump Development	2	8	60	-	\$12,150	-	\$12,150
Production Tests	2	8	36	-	\$8,190	-	\$8,190
Video Survey	-	1	8	-	\$1,535	-	\$1,535
Indirect Costs (mobile office, mileage, transportation, lodging)	-	-	-	-	-	\$12,000	\$12,000
Task 1 Subtotals	61	96	544	2	\$126,755	\$12,000	\$138,755
Task 2: Tanglewood Construction Management							
Meetings	12	12	-	-	\$5,760	-	\$5,760
Submittal Review	10	6	-	-	\$3,940	-	\$3,940
Well Destruction	-	4	16	-	\$3,500	-	\$3,500
Mobilization and Sound Curtain Installation	8	8	10	-	\$5,490	-	\$5,490
Conductor Casing Installation and Sanitary Seal	1	2	24	-	\$4,655	-	\$4,655
Pilot Borehole Drilling	4	16	156	-	\$30,240	-	\$30,240
Geophysical Survey	-	1	12	-	\$2,195	-	\$2,195
Well Design Technical Memorandum	6	8	4	2	\$4,160	-	\$4,160
Borehole Ream	-	4	40	-	\$7,460	-	\$7,460
Caliper Survey	-	1	12	-	\$2,195	-	\$2,195
Well Construction	8	12	80	-	\$17,900	-	\$17,900
Mechanical and Chemical Well Development	8	8	120	-	\$23,640	-	\$23,640
Test Pump Development	2	8	60	-	\$12,150	-	\$12,150
Production Tests	2	8	36	-	\$8,190	-	\$8,190
Video Survey	-	1	8	-	\$1,535	-	\$1,535
Indirect Costs (mobile office, mileage, transportation, lodging)	-	-	-	-	-	\$12,000	\$12,000
Task 2 Subtotals	61	99	578	2	\$133,010	\$12,000	\$145,010
Task 3: Data Analysis and Reporting							
Sunset Well No. 2 Well Installation Report	12	36	40	4	\$17,900	-	\$17,900
Long-Screen Test Well Destruction Report	4	18	24	2	\$9,080	-	\$9,080
Tanglewood Well Installation Report	12	36	40	4	\$17,900	-	\$17,900
Task 3 Subtotals	28	90	104	10	\$44,880	\$0	\$44,880
TOTAL HOURS	150	285	1,226	14			
TOTAL COST	\$39,750	\$61,275	\$202,290	\$1,330	\$304,645	\$24,000	\$328,645

Assumptions

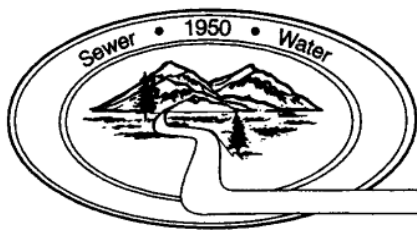
- M&A employees have no authority to exercise any control over the drilling contractor or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, or correcting health or safety deficiencies of the drilling contractor or any other persons at the site except M&A employees. M&A will promptly notify the District of any observed or perceived health and safety deficiencies by the drilling contractor or any other persons at the site.
- M&A shall have access to the construction sites to perform the services. The District and/or the drilling contractor acknowledge that M&A shall not be liable for property access related issues, conditions, damages, or incidents arising in the course of performing the services and M&A shall be indemnified and held harmless from and against any claims, liabilities, suits, damages, or losses arising from such property access or site conditions.
- M&A's presence at a construction site does not make its employees in any way responsible for those duties that belong to the District and/or the drilling contractor or other entities, and does not relieve the drilling contractor or any other entity of their obligations, duties, and responsibilities, including but not limited to methods, means, techniques, sequences, and procedures necessary for coordinating and completing construction work in accordance with the contract documents and any health or safety requirements.
- The presence of M&A employees at the construction sites is to provide the District a greater degree of confidence that the completed work will conform generally to the construction documents and that the integrity and the design concept as reflected in the construction documents have been implemented and preserved by the drilling contractor. M&A neither guarantees the performance of the drilling contractor nor assumes responsibility for drilling contractor's failure to perform work in accordance with contract documents.
- M&A staff will perform construction management activities consistent with enforcing specifications and will not direct drilling contractor means or methods.
- The drilling contractor is responsible for testing, maintaining, and recording drilling fluid properties. M&A will observe and record results as appropriate. Deviations to the specifications will be reported to the District within 24 hours of being observed.
- Fieldwork will be conducted during 12-hour work days on a standard 5-day work week, except during pilot borehole drilling, geophysical logging, caliper logging, well construction, mechanical and chemical development, and constant-rate pump testing. M&A assumes a 24-hour work schedule for these activities, including weekends. M&A will not be present during non-drilling activities unless noted herein.



- Equipment rentals and fieldwork consumable purchases may be required. These may include but are not limited to field office, field vehicles, pressure transducers, field notebooks, and chip trays. Costs for these items are included herein.
- M&A assumes no subcontractor, subconsultant, vendor or laboratory costs associated are required.
- Drilling contractor is responsible for the containment, profiling, and disposal of all waste generated during the project.

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 6g

TO: Board of Directors

FROM: Mark Seelos, Water Resources Manager

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: Indian Creek Reservoir Nutrient Management Project

REQUESTED BOARD ACTION: (1) Approve the Scope of Work from Stillwater Sciences to provide planning, permitting, and monitoring services for the Indian Creek Reservoir Nutrient Management Project; and (2) Authorize the General Manager to execute Task Order No. 3 with Stillwater Sciences in the amount of \$160,823.

DISCUSSION: Indian Creek Reservoir (ICR) was originally constructed in 1967 for temporary storage of treated wastewater exported from the Lake Tahoe Basin and was later converted to a surface water reservoir supplied by Indian Creek and the West Fork Carson River. Despite this conversion, legacy nutrient loading has contributed to long-term water quality impairments, including elevated phosphorus concentrations, seasonal anoxia, algal growth, and cyanobacteria blooms. As a result, ICR is subject to a Total Maximum Daily Load (TMDL) program aimed at reducing phosphorus loading.

To address internal phosphorus loading, the District previously implemented a hypolimnetic oxygenation system; however, long-term monitoring has not demonstrated sustained water quality improvements, and ongoing equipment and infrastructure requirements have made continued operation costly and impractical.

In 2025, the District partnered with Stillwater Sciences and UC Merced to evaluate sediment phosphorus treatment alternatives. Testing identified aluminum chlorohydrate (ACH) as the preferred amendment due to its effectiveness, cost efficiency, and low risk of adverse impacts.

Building on this work, the District secured \$100,000 of funding through the Bureau of Land Management's Aquatic Resource Management Program. In March 2026, the District received Notice of Award No. L26AC00045 for the Indian Creek Reservoir Nutrient Control Project. The award supports Project planning and baseline monitoring activities, including installation of real-time monitoring equipment, development of a public water quality dashboard, preparation of monitoring and chemical application plans, and interim reporting. Future project phases pending additional funding will

REQUEST FOR PROPOSAL

Indian Creek Reservoir Nutrient Control

Planning and Technical Services

MAY 2026

PREPARED FOR
Mark Seelos
South Tahoe Public
Utility District
1275 Meadow Crest Drive
South Tahoe CA 96150

PREPARED BY
Stillwater Sciences
2855 Telegraph
Ave, Suite 400
Berkeley CA 94705
510-848-8098



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Appendices

Appendix A	Resumes
Appendix B	Sample Work Products
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TRANSMITTAL LETTER

Mark Seelos
Water Resources Manager
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

Dear Mr. Seelos,

Stillwater Sciences (Stillwater) and our teaming partners, including LakeTech and Dr. Marc Beutel, possess extensive experience in nutrient dynamics, algal bloom prevention and mitigation, lake and reservoir management, treatment and monitoring, and environmental permitting. While our combined experience spans numerous projects in California, our familiarity with recent planning efforts to minimize or eliminate phosphorus internal loading in Indian Creek Reservoir will allow us to rapidly get up to speed and stay on schedule for the first year of the proposed project. Having already informed the South Lake Tahoe Public Utility District (District) regarding the applicability of various sediment amendment options, including aluminum chlorohydrate (ACH), the Stillwater Team is uniquely positioned and qualified to deliver efficient, science-driven planning, real-time monitoring, and compliance support that reduces project risk and aligns seamlessly with Bureau of Management (BLM) grant requirements.

As articulated in the request for proposals (RFP), the District has identified a set of desired services for initial planning, development of a chemical application plan, and baseline monitoring to be implemented by the District prior to ACH application. The Stillwater Team will conduct a thorough technical review of existing conditions and background materials to prepare for the chemical application. In parallel, our team will install and maintain a real-time monitoring buoy, develop a robust ACH chemical treatment plan, and design a water-quality monitoring program that District staff can readily implement. We will also guide environmental compliance and permitting efforts to streamline approvals and reduce project risk. Our proposed scope aims to position the District for successful implementation of phosphorus sequestration treatments in Indian Creek Reservoir and monitoring that will demonstrate effectiveness as the project advances.

Consulting Agreement Considerations

Per guidance in the RFP, page 6 section 6, Stillwater Sciences requests the District's consideration of the same exceptions to the District's Standard Consulting Agreement that Stillwater Sciences and the District negotiated in the Master Services Agreement, dated April 7, 2025. Stillwater Sciences will provide rationale for these exceptions upon request from the District.

Additionally, Stillwater Sciences requests the District's consideration of adding a mutual waiver of consequential damages clause to allocate risk in a commercially reasonable manner consistent with the nature of professional services. Stillwater proposes the following language be added:

Consequential Damages: Notwithstanding any other provision of this Agreement, in no event shall either Consultant or District be liable to the other Party for indirect, incidental, punitive, or consequential damages of any nature (collectively Consequential Damages), including, but not limited to, loss of use, loss of revenue, or loss of income, whether arising in contract, tort (including negligence), or other legal theory, even if the possibility of such damages is known at the time of the execution of this Agreement.

Overall, we believe that the Stillwater Team offers practical, experience-based insights that will improve the District’s likelihood of success, reduce implementation risks, and optimize cost-effectiveness of the planned phosphorus control measure. We are pleased to provide the following proposal to assist the District with this important work.

Sincerely,



Maia Singer, PhD, CED
Senior Scientist/Water Quality Specialist; Proposed Project Manager
510-848-8098 | maia@stillwatersci.com

FIRM EXPERIENCE

For the proposed Indian Creek Reservoir Nutrient Control Planning and Technical Services (Project), the Stillwater Sciences Team has assembled a team of experts that brings decades of experience assisting clients throughout California in evaluating reservoir water quality improvement alternatives and implementing cost-effective approaches. Recently, Stillwater and Dr. Marc Beutel assisted the District with an assessment of several commercially available sediment amendments for phosphorus sequestration in Indian Creek Reservoir and bench-scale testing of three alternatives.

Stillwater Sciences has worked on a variety of reservoir water quality projects for the East Bay Municipal Utility District, Marin Municipal Water District, San Francisco Public Utilities Commission, Vista Irrigation District and the City of Escondido. LakeTech has advised public agencies, lake managers, and private owners on ecosystem-based aquatic management, and is being recognized in California for promoting sustainable pest management practices to protect waterways and public access to nature. In addition, Stillwater Sciences continues to engage with Dr. Marc Beutel, University of California at Merced, so that together we may apply cutting-edge research on water quality improvement techniques to support our clients as they manage varying water resource challenges.

Stillwater Ecosystem, Watershed & Riverine Sciences (DBA Stillwater Sciences)

Stillwater is a 120-person scientific and engineering consulting firm with specialists in water quality, aquatic and terrestrial biology, wetland and restoration ecology, geomorphology, biostatistics, restoration engineering design, and Geographic Information Systems (GIS). Stillwater was founded on the principle that sound science helps build consensus and successfully manage natural resources. Stillwater is 100% employee owned and is a California-certified small business.



Stillwater has more than 20 years of experience in lake and watershed management. Our comprehensive approach to lake and watershed management services considers both current conditions and long-term water quality improvement goals. Our work includes assessing nutrient and contaminant cycling within aquatic systems, including sediment–water interactions; design and implementation of algae and cyanobacteria monitoring programs, and interpretation of algal indices and time-series data to actively support management decisions. Stillwater also develops reservoir management plans that aim to reduce internal and external nutrient loading and mitigation of harmful algal blooms (HABs) through hypolimnetic oxygenation and other phosphorus-sequestration strategies. Stillwater also provides technical support for water quality permitting and regulatory compliance.

LakeTech, Inc. is a California-based water resources management company that takes a holistic approach to water resource management, combining decades of hands-on limnology experience with modern data science and offering water agencies a practical, cost-effective path from raw data to confident decision-making. LakeTech uses an integrated pest management (IPM) based approach to keep lakes healthy and usable for the public. Practices that mitigate aquatic pests, like improving lake aeration and increasing oxygen levels to manage algal blooms, are prioritized over chemical inputs. The results include reduced pest management issues, decreased need for chemical inputs, and maintenance of natural lake qualities. LakeTech won the 2025 IPM achievement award from California Department of Pesticide Regulation (CA DPR).



Dr. Marc Beutel is a senior water quality consulting engineer and professor from the UC Merced School of Engineering whose areas of expertise include control of dilute pollutants, including nutrients and metals such as iron, manganese and mercury, in managed aquatic ecosystems.

Select Project Experience

The following projects illustrate our team’s understanding and experience with the proposed scope of services, knowledge of the area, collaborative approaches to problem solving, and ability to assist clients and diverse stakeholder groups with their specific project goals. Each of these projects have been completed within the last 5 years or are currently in process. References for each project are included.

Indian Creek Reservoir Sediment Phosphorus Investigations, South Tahoe Public Utility District | Team Members: Stillwater Sciences, Dr. Marc Beutel

Reference: Paul Hughes, General Manager; Mark Seelos, Project Manager | mseelos@stpud.us, 530-543-6204

Stillwater Sciences, in coordination with the District and Dr. Marc Beutel, assessed three selected sediment amendments for phosphorus treatment efficacy in Indian Creek Reservoir. The scope of work included sediment and water sampling by Dr. Marc Beutel, amendment dosage determination by Stillwater, and chamber incubations (experimentation) and reporting by Dr. Marc Beutel. Stillwater undertook project management, authored a technical memorandum regarding sediment amendment selection, and reviewed reporting by Dr. Beutel.



- ✓ Nutrient control planning
- ✓ Limnological services

Briones Reservoir Water Quality Improvement Study and Mokelumne Watershed Wildfire Response Plan, East Bay Municipal Utility District | Team Members: Stillwater Sciences, Dr. Marc Beutel

Reference: Sarah Plummer, East Bay Municipal Utility District | sarah.plummer@ebmud.com, 510-287-2099

Stillwater is leading a multi-disciplinary team to prepare planning and preliminary design documents for the Briones Reservoir Water Quality Improvement Study and Mokelumne Watershed Wildfire Response Plan. Dr. Marc Beutel collaborated in the study as a senior advisor. For the Briones Reservoir study, the goal is to characterize water quality dynamics and identify operational, capital, and watershed management improvements that will allow the East Bay Municipal Utility District (EBMUD) to respond quickly and effectively to current and emerging water quality threats.



- ✓ Reservoir water quality planning
- ✓ Nutrient control planning
- ✓ Limnological services
- ✓ Monitoring plan development

As a part of this effort, Stillwater scientists summarized watershed and reservoir characteristics to support the identification of key factors that influence the formation of taste and odor (T&O)-causing compounds and harmful and nuisance algal blooms, forming the basis of a conceptual model for Briones Reservoir. The Stillwater Team evaluated multiple potential water quality improvement strategies to inform EBMUD’s selection of a preferred alternative and associated preliminary design. Currently, Stillwater is preparing a Water Quality Monitoring Plan for Briones Reservoir (and the Mokelumne Aqueduct, as necessary) that will enable EBMUD to maintain a robust water quality dataset that supports early warning of sudden downturns in water quality. The Monitoring Plan includes field and analytical parameters, sampling location and frequency, as well as QA/QC procedures.

Management and Mitigation of Harmful Algal Blooms in Lakes Henshaw and Wohlford, Vista Irrigation District and City of Escondido | Team Members: Stillwater Sciences, Dr. Marc Beutel

Reference: Lesley Dobalian, Vista Irrigation District | ldobalian@vidwater.org, 760-597-3112

Stillwater led a multidisciplinary team to assist Vista Irrigation District and the City of Escondido in addressing HABs in lakes Henshaw and Wohlford, while maintaining maximum operational flexibility of the associated water system and supporting multiple beneficial uses, including tribal water rights. During Phase I, the team developed strategies to identify feasible and cost-effective solutions for each reservoir that, to the degree possible, prevent HABs and elevated cyanotoxin concentrations, while incorporating short- and long-term strategies to mitigate potential impacts, including rapid response monitoring, algaecide application, phosphorus inactivation, oxygenation of reservoir bottom waters, and potentially bypass operations. During Phase II, the team analyzed ongoing Lake Henshaw monitoring data to inform implementation of the Phase I selected alternatives; and decided whether to proceed with one or more pilot tests for mitigating and/or preventing HABs in Lake Henshaw. Stillwater coordinated with the Regional Board regarding permitting requirements for algaecides, lanthanum modified clay application, hypolimnetic oxygenation, and prepared permit applications. The project also included development of a water quality management plan that allows assessment of post-project success through implementation, effectiveness, and validation monitoring for both short- and long-term project components.



- ✓ Reservoir water quality planning
- ✓ Nutrient control planning
- ✓ Limnological services
- ✓ Monitoring plan development
- ✓ Environmental compliance support

Lake Temescal & Lake Anza Water Quality Monitoring and Treatment Optimization for East Bay Regional Park District | Team Members: LakeTech

Reference: Anja Brey, East Bay Regional Parks District, Fisheries Department | ABrey@ebparks.org, 510-697-6130

LakeTech scientists maintained a cloud-based water quality database and real-time monitoring stations in Lake Temescal. Using data from the water quality database and real-time monitoring stations, Lake Tech guided the installation of an oxygenation system in Lake Temescal. LakeTech scientists also used data to coordinate logistics, dosing, and application of phosphorus sequestration treatments for both Lake Anza and Lake Temescal. LakeTech provided algaecide and herbicide applications for invasive species control and supported regulatory reporting and NPDES-related compliance.



- ✓ Real-time water quality monitoring
- ✓ Logistics and application of phosphorus sequestration treatments
- ✓ Environmental compliance support

PROJECT TEAM

For the proposed Indian Creek Reservoir Nutrient Control Planning and Technical Services, Stillwater has assembled a team of experts that bring decades of experience assisting clients throughout California in evaluating reservoir water quality improvement alternatives and implementing cost-effective approaches.



Maia Singer, PhD, CED | Stillwater Sciences – Berkeley, CA
SENIOR SCIENTIST/WATER QUALITY SPECIALIST, PROJECT MANAGER
CONTACT: MAIA@STILLWATERSCI.COM | 510-848-8098

Maia Singer (*PhD, Civil and Environmental Engineering*) has expertise in aquatic sciences and engineering spanning water quality, limnology, river and wetland ecology, harmful algal blooms, mercury biogeochemistry, restoration planning, and monitoring design. Dr. Singer is a Certified Ecological Designer (CED) with the

American Ecological Engineering Society ([AEES](https://www.aees.org/)). She is an experienced project manager, including complex, multi-year water quality and reservoir-focused projects for public agencies and districts, including East Bay Municipal Utility District, Marin Municipal Water District, Vista Irrigation District, and Elsinore Valley Municipal Water District. Dr. Singer recently served as project manager for the District's Indian Creek Reservoir Sediment Phosphorus Investigation. On each reservoir/lake management project, Dr. Singer has worked cooperatively with the local water districts and state and/or federal regulatory agencies to develop and implement projects that meet agency and district needs rigorously and cost-effectively. Additionally, she routinely coordinates with academic collaborators to ensure the best available scientific expertise is brought to bear cost-effectively.



Noah Hume, PhD, PE | Stillwater Sciences – Berkeley, CA
SENIOR SCIENTIST/AQUATIC ECOLOGIST, PROJECT DIRECTOR
CONTACT: NOAH@STILLWATERSCI.COM | 510-848-8098

Dr. Hume (*PhD, Civil and Environmental Engineering*) adds expertise with reservoir management and development of algae mitigation strategies for eleven reservoirs under the San Francisco Public Utilities Commission. Dr. Hume has 40 years of experience in aquatic sciences and engineering spanning water quality, ecology, algae mitigation and monitoring, water supply and treatment, and engineering design. Dr. Hume led the

analysis and update of an Algae Monitoring and Mitigation Plan for the San Francisco Public Utilities Commission, and a focused review of a 3D-modeling study at Lake Elsinore, CA to determine long-term operational effects on dissolved oxygen, chlorophyll-a, and microcystin levels.



Naivy Dennise Rodal-Morales, PhD | Stillwater Sciences – Berkeley, CA

ENVIRONMENTAL ENGINEER

CONTACT: NRODAL-MORALES@STILLWATERSCI.COM | 510-848-8098

Dr. Naivy Rodal-Morales (*PhD, Environmental Systems–Environmental Engineering*) works on water quality, limnology, biogeochemistry, and remediation techniques in lakes and wetlands. She has actively participated in applied water and soil research projects centered around nutrient cycling, lake management, and mercury management. Dr. Rodal-Morales’ experience includes analyzing and interpreting nutrient and metals cycling in lakes and reservoirs, algae mitigation strategies, modelling pollutant removal in wetlands, nutrient accumulation, and mass transport.



Eli Kersh PCA, CLM | LakeTech – Benicia, CA

IN-LAKE TREATMENT MANGER

CONTACT: ELI@LAKETECH.COM | 415-307-0943

Eli Kersh (*MS, Limnology*) is the founder and president of LakeTech. Mr. Kersh is a Certified Lake Manager (CLM) from the North American Lake Management Society (NALMS), where he served as the Director of Region 9 and served three terms as President of the California Lake Management Society (CALMS). He is also a licensed Agricultural Pest Control Adviser in California and served five years on the Board of Directors for the California Weed Science Society. Mr. Kersh has monitored and managed water quality in Lake Anza and Lake Temescal, including the development of the real-time monitoring system in both lakes, the successful phosphorus management treatments in both lakes in 2025, and the installation of the OST oxygenation system in Lake Temescal in 2025. Mr. Kersh also manages water quality in Lake Merritt, Oakland, and for San Francisco Recreation and Parks Department.



Byran Fuhrmann, PhD, MBA, CLM | LakeTech – Benicia, CA

ENVIRONMENTAL WATER CHEMISTRY SOLUTIONS SCIENTIST

CONTACT: DATA@LAKETECH.COM | 213-846-6306

Dr. Byran Fuhrmann (*PhD, Environmental Systems*) is an environmental chemist who has spent his entire professional career improving surface water quality. He is the lead inventor of six U.S. patents and four commercial products focused on improving water quality in lakes, rivers, and estuaries (EutroSORB, information at eutrosorb.com). He oversaw the use of these products and other technologies to restore water quality in hundreds of lakes across the United States, Europe, and Australia. Dr. Fuhrmann leverages this unique background to apply a grounded, scientific approach to identifying the most effective solutions to improve water quality. He is the president of the California Lake Management Society, a program committee member for the North American Lake Management Society, and a member of the American Water Works Association (AWWA) Source Water Protection Committee. Dr. Fuhrmann is also the executive director of Clean Water Help, an international nonprofit of volunteer water resource professionals who work to restore water quality for impoverished communities.



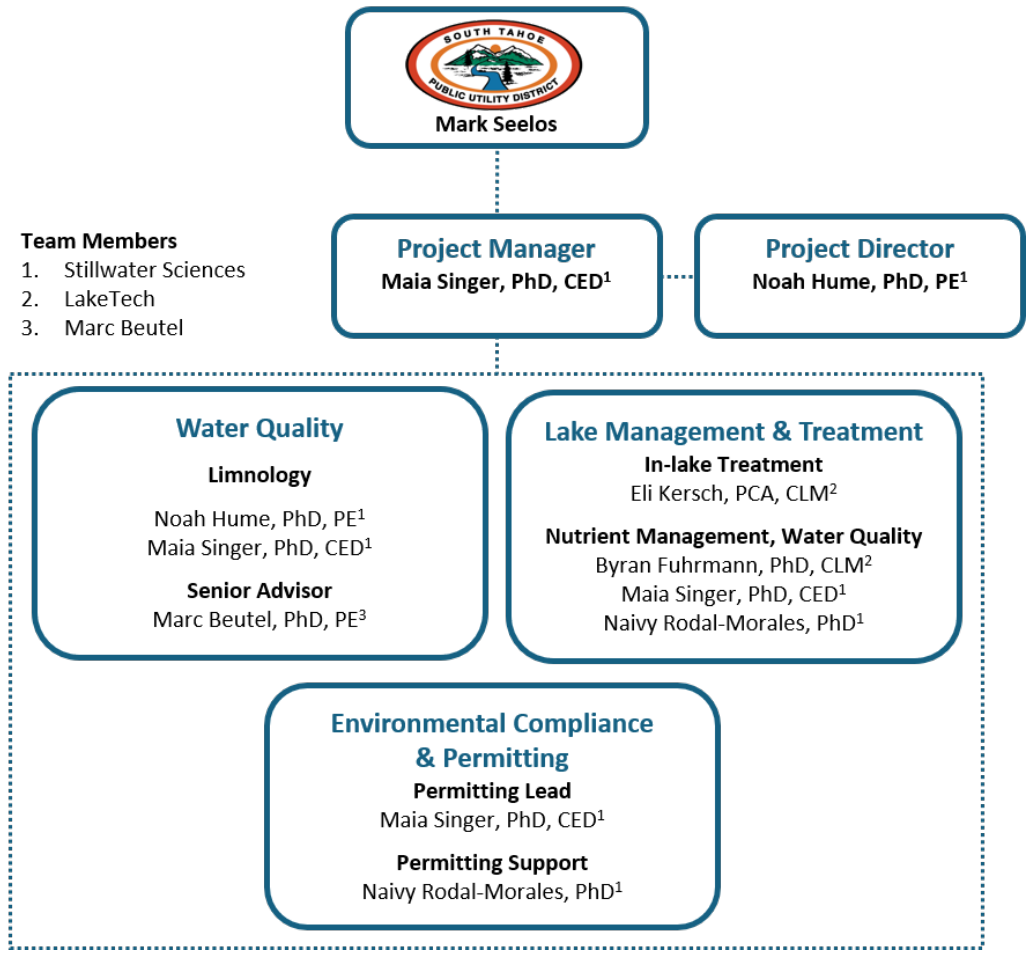
Marc Beutel, PhD, PE | Merced, CA

SENIOR WATER QUALITY ENGINEER

CONTACT: BEUTELWATERQUALITYENGINEERING@GMAIL.COM | 209-347-6605

Dr. Beutel (*PhD, Civil and Environmental Engineering*) is a professor in the Civil and Environmental Engineering Department at the University of California, Merced, and an active water quality consulting engineer. Dr. Beutel’s work focuses on the control of diluted pollutants, including nutrients and metals such as iron, manganese and mercury, in managed aquatic ecosystems. He has played important roles in several lake oxygenation projects with a focus on quantifying hypolimnetic oxygen demand and sediment nutrient release under aerobic versus anaerobic conditions. His clients have included East Bay Municipal Utility District, City of San Diego Water Department, Vista Irrigation District, Marin Municipal Water District, Metropolitan Water District of Southern California, and South Tahoe Public Utility District.

Organizational Chart



- Team Members**
1. Stillwater Sciences
 2. LakeTech
 3. Marc Beutel

PROJECT APPROACH

Indian Creek Reservoir is a small (1,515 acre-ft) listed under Section 303(d) of the Clean Water Act for eutrophication. A Total Maximum Daily Load (TMDL) was implemented in 2003 with a water column total phosphorus target of 0.02 mg-P/L (CRWQCB, 2002). Management efforts have focused largely on controlling internal nutrient loading and improving dissolved oxygen conditions. A hypolimnetic

oxygenation system began operation in 2009, with the objective of increasing bottom-water dissolved oxygen concentrations, limiting sediment phosphorus release, and improving overall trophic status. Challenges with ongoing operation and maintenance of the oxygenation system, especially providing adequate power supply to the remote site, have led to consideration of alternative controls for internal phosphorus loading.

In 2025, Dr. Marc Beutel and Stillwater undertook the Indian Creek Reservoir Sediment Phosphorus Investigations Project, including a desktop assessment of potential amendments and identification of three options that subsequently were added to experimental sediment-water interface chambers to determine their effectiveness in suppressing phosphorus release. Chamber results indicated that Phoslock™, aluminum chlorohydrate (ACH), and alum were effective at suppressing phosphate accumulation under anoxic conditions¹. As articulated in the RFP, the District selected ACH as the preferred treatment due to its low cost, minimal buffering requirements, and low risk for negative side effects². The District is requesting support for the next project phase to determine baseline conditions, create chemical application and water quality monitoring plans, and support permitting activities prior to application of ACH in Indian Creek Reservoir.

The Stillwater Team includes a group of experts with backgrounds in limnology, reservoir management and monitoring, lake treatability, chemistry, and ecological engineering to support the implementation of nutrient control measures, including the initial planning and baseline monitoring, development of a chemical application plan, installation of real-time monitoring instrumentation, public communication, and related technical documentation. In the sections below, we outline our approach to the requested project tasks.

Task 1: Project Coordination and Technical Review

The Stillwater Team will facilitate a Project Kickoff Meeting with the District to review the overall project approach, assumptions, documents provided for review, project management approach, schedule, and initial permitting strategy.

This initial task also includes a comprehensive review of background information identified during the Project Kickoff Meeting, such as reservoir monitoring data and technical reports, the *Indian Creek Reservoir Sediment Phosphorus Investigation Final Report*, bathymetric maps, operational and hydrologic information, and other relevant materials. Based review of existing information, we will identify key assumptions, determine which items require validation by District staff, and highlight decision points related to ACH permitting needs and installation of the continuous monitoring buoy. Stillwater Team members will also identify data gaps for characterizing baseline water quality conditions in Indian Creek Reservoir. The initial water quality review will focus on the most recent five years of data including, but not limited to, water temperature, specific conductivity, dissolved oxygen, pH, chlorophyll-a, nutrients (ammonia, orthophosphate, total phosphorus, nitrate), sulfate, and total and dissolved aluminum, iron, and manganese. The Stillwater Team will review reservoir water quality temporal and spatial trends to determine timing of thermal and chemical stratification and periods of elevated internal nutrient loading to inform optimal ACH application timing in spring 2027.

Task 1 also covers general project management activities. Stillwater Sciences' project management approach ties integrally with our technical work approach, whereby our technical leads manage the

¹ Beutel, M. 2026. Indian Creek Reservoir Sediment Phosphorus Investigation. Prepared by Beutel Water Quality Engineering, Merced, California, for South Tahoe Public Utility District, South Lake Tahoe, California.

² Stillwater Sciences. 2025. Indian Creek Reservoir Sediment Amendment Selection and Dosage Determination. Prepared by Stillwater Sciences, Berkeley, California, for South Tahoe Public Utility District, South Lake Tahoe, California.

project, ensuring both cost-effectiveness and less chance for errors and omissions. Our proposed Project Manager, Dr. Maia Singer, has extensive project management experience, as well as an ability to listen and communicate effectively. She rapidly assesses problems and directs the appropriate people and resources to their resolution, holds experience with and understanding of aquatic and terrestrial systems throughout northern California, and has excellent organizational and budget management skills. Her ability to respond quickly to ongoing client requests, facilitate communication among team members, and provide high quality interim work products, has allowed Stillwater to keep projects on track and on budget.

- *Progress Meetings* – Key team members will participate in monthly progress video conferences (MS Teams/Zoom) with District staff. Meetings will review progress, discuss items requiring feedback, list outstanding issues requiring resolution, status of scope, schedule and budget, and risk review. Dr. Singer will manage all meetings.
- *Progress Reports* – Each month prepare and submit progress reports. Clear and concise monthly progress reports facilitate quick understanding of key project achievements, status, and critical issues. The monthly progress reports will include all items listed in the RFP for progress reports.
- *Monthly Invoices* – Monthly invoices will include a full accounting of all staff involved in the project for the associated month, number of hours, loaded hourly rate, sub-consultants, and other direct costs organized by individual scope.

As a California-certified small business (DGS #14919), Stillwater frequently works on multi-disciplinary consultant teams. As a small business, we have streamlined our management and task implementation efforts to be highly responsive to client needs. Throughout the implementation of this Project, the Stillwater Team is committed to maintain consistent and collaborative communication with District staff. Although Dr. Singer will serve as a primary point of contact, other team members and other resource specialists will be made available as needed.

Assumptions:

- Project Kickoff Meeting will be virtual (MS Teams/Zoom), up to two hours in length, with attendance by Project Manager and up to three key technical staff.
- Monthly Progress Meetings will be virtual (MS Teams/Zoom), up to one hour in length, with attendance by Project Manager and up to three key technical staff.
- District will provide available quality-checked water quality data in a compiled Excel (or similar) workbook, electronic reports (e.g., MS Word, Adobe PDFs), and topographic maps/bathymetry as shapefiles and/or images.

Deliverables:

- Project Kickoff Meeting agenda and minutes
- Monthly progress reports and invoices

Task 2: Deploy and Maintain Real-time Monitoring System

The Stillwater Team will provide, install, integrate, and maintain one rented monitoring buoy and associated real-time monitoring instrumentation according to the proposed Schedule. The instrumentation will be calibrated and deployed at two depths (e.g., near-surface, near-bottom) in the Indian Creek Reservoir water column and will measure continuous (e.g., 15-minute intervals) water temperature, specific conductivity, dissolved oxygen, pH, chlorophyll-a, and phycocyanin. The Stillwater Team will develop and maintain a public-facing water quality dashboard providing time series of the

mentioned in-situ water quality parameters according to the proposed Schedule. (See Appendix B for an example work product.)

Assumptions:

- Up to two virtual (MS Teams/Zoom) meetings attended by Project Manager and up to two key technical staff to discuss proposed aspects of the proposed real-time monitoring system and gather feedback from District staff.
- Up to eight field visits for one in-lake treatment manager, including \$3.50 per mile for drive time and mileage x 375 miles round trip = \$1,315 travel cost per field visit plus lodging, meals, boat rental, and incidental expenses.
- One software annual license, provided through Stillwater Team.
- One buoy, one telemetry/logger unit, one antenna, at least two AquaTROLL 500 multi-probe sondes, or similar, and required cables, provided by Stillwater Team.

Deliverables:

- Project Kickoff Meeting agenda and minutes

Task 3: Chemical Application Plan

In coordination with the District, the Stillwater Team will prepare a draft and final Chemical Application Plan for ACH application in Indian Creek Reservoir according to the proposed Schedule. The Chemical Application Plan will describe the application method, ACH concentrations, quantities, application frequency, timing, and spatial distribution within the lake.

Assumptions:

- Up to two virtual (MS Teams/Zoom) meetings attended by Project Manager and up to two key technical staff to discuss proposed aspects of the Draft Chemical Application Plan and gather feedback from District staff.
- Up to two-week client review period for the Draft Chemical Application Plan.
- One round of consolidated and reconciled client review comments on the Draft Chemical Application Plan.

Deliverables:

- Draft (MS Word) and Final Chemical Application Plan (Adobe PDF)

Task 4: Water Quality Monitoring Plan

To inform eventual application of ACH, the Stillwater Team, in coordination with the District, will develop a Water Quality Monitoring Plan for Indian Creek Reservoir (Water Quality Monitoring Plan). Monitoring is a necessary first step for determining whether project goals and objectives are achieved. Proposed elements of the Water Quality Monitoring Plan will include pre-treatment (baseline) and post-treatment effectiveness monitoring to elucidate whether ACH application successfully achieves the overarching goal of the project, namely to decrease phosphorus internal loading and concentrations in the reservoir. In addition, monitoring is likely to be part of permitting requirements, with a focus on parameters that indicate potential adverse water quality impacts during and/or following treatment (e.g., dissolved oxygen, pH).

The Stillwater Team has experience developing both compliance and effectiveness monitoring programs, as in the *Water Quality Management Plan for the General National Pollutant Discharge*

Elimination System (NPDES) Permit for the Discharge of Lanthanum-modified Clay to Surface Waters of the United States in the San Diego Region, which included short-term compliance monitoring associated with phosphorus sequestration chemical applications (see Appendix B).

As required in the RFP, the Water Quality Monitoring Plan will include field and analytical parameters, sampling locations, sampling frequency before, during, and after application, and quality assurance/quality control (QA/QC) procedures, to verify treatment effectiveness, detect adverse water quality impacts, and establish adaptive management triggers for modifying or halting treatment if necessary. The Water Quality Monitoring Plan will be implemented by the District's Water Quality Laboratory.

Assumptions:

- Up to two virtual (MS Teams/Zoom) meetings attended by Project Manager and up to three key technical staff to discuss proposed aspects of the Draft Water Quality Monitoring Plan and gather feedback from District staff.
- Up to two-week client review period for the Draft Water Quality Monitoring Plan.
- One round of consolidated and reconciled client review comments on the Draft Water Quality Monitoring Plan.

Deliverables:

- Draft (MS Word) and Final (Adobe PDF) Water Quality Monitoring Plan

Task 5: Environmental Compliance and Permitting Support

The Stillwater Team will coordinate with relevant regulatory agencies (e.g., Lahontan Regional Water Quality Control Board) to identify the most efficient permitting pathway, expectations, and documentation needs associated with implementing the Final Chemical Application Plan for the proposed nutrient control work. Since there is not currently a Statewide General NPDES Permit that covers ACH, there is inherent uncertainty regarding the process and level of supporting detail required by the permitting authorities. However, based on the Stillwater Team's recent experience obtaining permits through the San Diego Regional Water Quality Control Board for lanthanum modified clay application to a large southern California lake to sequester orthophosphate (see Appendix B), and for algaecide application to reduce cyanotoxin concentrations, the approval process for ACH will require follow up on the early outreach to the Lahontan Regional Water Quality Control Board initiated by the District in early 2026. Thus, our task budget includes development of an Environmental Compliance and Permitting Plan that describes background, ACH application methods (citing the Chemical Application Plan), rationale for ACH use, descriptions of chemical best management practices (BMPs), consideration of alternative control methods, and a monitoring and reporting program (citing the Water Quality Monitoring Plan).

In collaboration with the District, the Stillwater Team will continue outreach to the Lahontan Regional Water Quality Control Board, and other relevant regulatory agencies, to identify the permitting pathway that will be described in the Environmental Compliance and Permitting Plan. If the District wishes, the Stillwater Team will serve as the primary point of contact with regulatory agencies throughout the permitting process.

Given the inherent uncertainty regarding the process and level of supporting detail required by the permitting authorities, this task includes an as-needed contingency budget in the amount of \$6,000 to support timely permitting and ACH application in Indian Creek Reservoir in spring 2027.

Assumptions:

- Up to two virtual (MS Teams/Zoom) meetings attended by Project Manager and up to three key technical staff to discuss proposed aspects of the Environmental Compliance and Permitting Plan and gather feedback from the permitting authorities and District staff.
- Up to two-week client review period for the Environmental Compliance and Permitting Plan.
- One round of consolidated and reconciled client review comments on the Environmental Compliance and Permitting Plan.
- 30- to 45-day public and/or agency review period for the Draft Permit Application.
- One round of consolidated and reconciled permitting authority review comments on the Environmental Compliance and Permitting Plan and Draft Permit Application.

Deliverables:

- Draft (MS Word) and Final (Adobe PDF) Environmental Compliance and Permitting Plan
- Permit application, including Notice of Intent, if required
- Necessary permits and approvals on behalf of the District

Task 6: Reporting and Technical Support

This task includes the development of an interim monitoring report summarizing monitoring bouy data collected during the first few months of the project, to best inform decision making for spring 2027 ACH application. One or more additional technical memoranda may be needed to describe recommendations not covered in the Chemical Application Plan (Task 3), Water Quality Monitoring Plan (Task 4), or Environmental Compliance and Permitting Plan (Task 5); the Stillwater Team will coordinate with the District to identify the objectives and level of effort needed for any additional technical memoranda, relative to the schedule and budget. Recommendations will be aligned with project objectives and regulatory considerations. As needed, additional technical memeoranda will include key data observations from the monitoring bouy.

In addition, the Stillwater Team will provide ongoing coordination and communication support to the District, such as preparation of presentation materials and participation in meetings with the District Board of Directors and other stakeholders, as requested, to convey project findings and recommendations. Further, the Stillwater Team will respond to periodic requests from District staff for information required to support grant compliance, including information necessary to support preparation and submittal of grant progress reportspreparation and submittal of grant progress reports.

Assumptions:

- Additional technical memoranda objectives and level of effort to be determined, as needed, in coordination with District and based on schedule and available budget.
- Stakeholder meeting attendance will be virtual (MS Teams/Zoom) and will be attended by Project Manager and one or two optional key technical staff, up to 8 hours total.

Deliverables:

- Draft (MS Word) and Final (Adobe PDF) Interim Monitoring Report

COST ESTIMATE

Annual rate escalation	4%			Task 1 Project	Task 2 Deploy and	Task 3 Chem	Task 4 WQ	Task 5 Env Compliance	Task 6	TOTAL	LABOR
				Coord and	Maintain Real-time	Application Plan	Monitoring Plan	and Permitting Support	Reporting and		
	Labor Class	Rate	Rate	Rate	2026	2026	2026	2026	2027		
	2026	2027	2028	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	COST
S/E 20	\$ 275.00	\$ 286.00	\$297.00	2	0	0	10	0	2	14	\$3,872
S/E 20	\$ 275.00	\$ 286.00	\$297.00	33	4	3	18	18	25	101	\$28,248
S/E 10	\$ 156.00	\$ 162.00	\$168.00	69	4	8	56	46	59	242	\$38,382
S/E 08	\$ 142.00	\$ 148.00	\$154.00	0	0	5	6	0	8	19	\$2,746
S/E 12	\$ 176.00	\$ 183.00	\$190.00	0	0	8	8	0	8	24	\$4,280
S/E 06	\$ 129.00	\$ 134.00	\$139.00	0	0	3	3	0	5	11	\$1,444
TOTAL STILLWATER HOURS				114	8	27	101	64	107	421	
TOTAL STILLWATER LABOR COST				\$21,679	\$1,724	\$4,578	\$19,083	\$12,600	\$20,598		\$80,262
SUBCONTRACTOR LABOR											
Sub Class/Role 1	200	208	216	19	32	32	4	0	10	97	\$19,480
Sub Class/Role 2	200	208	216	2	24	14	4	0	4	48	\$9,632
Sub Class/Role 3	175	182	189	5	0	0	8	2	0	15	\$2,639
TOTAL SUBCONTRACTOR HOURS				26	56	46	16	2	14	160	\$31,751
SUBCONTRACTOR LABOR MARK-UP				\$508	\$1,120	\$920	\$300	\$36	\$291		\$3,175
TOTAL SUBCONTRACTOR LABOR COST				\$5,583	\$12,320	\$10,120	\$3,300	\$400	\$3,203		\$34,926
TOTAL LABOR COST				\$27,262	\$14,044	\$14,698	\$22,383	\$13,000	\$23,801		\$115,188
STILLWATER EXPENSES:											
				Task 1 Project	Task 2 Deploy and	Task 3 Chem	Task 4 WQ	Task 5 Env Compliance	Task 6		
				Coord and	Maintain Real-time	Application Plan	Monitoring Plan	and Permitting Support	Reporting and		
				Tech Review	Monitoring System				Tech Support		
				Units	Units	Units	Units	Units	Units	Total Units	Cost
STILLWATER EXPENSES COST:				\$0	\$0	\$0	\$0	\$0	\$0		\$0
SUBCONTRACTOR EXPENSES:											
TRAVEL				0	8	0	0	0	0	8	\$10,520
LODGING (pp per day):				0	8	0	0	0	0	8	\$1,800
MEALS (pp per day):				0	8	0	0	0	0	8	\$400
EQUIPMENT+MAINTENANCE				0	1	0	0	0	0	1	\$3,000
STAFF AND BOAT				0	8	0	0	0	0	8	\$160
SOFTWARE				0	8	0	0	0	0	8	\$600
EQUIPMENT				0	1	0	0	0	0	1	\$22,000
SUBCONTRACTOR EXPENSES COST:				\$0	\$38,480	\$0	\$0	\$0	\$0		\$38,480
SUB. EXPENSES MARK-UP				\$0	\$1,154	\$0	\$0	\$0	\$0		\$1,154
TOTAL EXPENSES:				\$0	\$39,634	\$0	\$0	\$0	\$0		\$39,634
PROJECT COST:				\$27,262	\$53,678	\$14,698	\$22,383	\$13,000	\$23,801		\$154,823
Contingency								\$6,000			\$6,000
PROJECT COST WITH CONTINGENCY:				\$27,262	\$53,678	\$14,698	\$22,383	\$19,000	\$23,801		\$160,823

PROJECT SCHEDULE

Project Task	2026							2027			
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Task 1. Project Coordination and Technical Review											
1.1 Kick-off meeting	C	KO									
1.2 Background Information Review											
1.3 General Coordination with District											
1.4 Project Management		M	M	M	M	M	M	M	M	M	M
Task 2. Deploy and Maintain Real-Time Monitoring System											
2.1 Instrument Deployment											
2.2 Data Collection											
2.3. General Coordination with District											
Task 3 Chemical Application Plan											
3.1 Chemical Application Plan							D	F			
3.2 General Coordination with District											
Task 4 Water Quality Monitoring Plan											
4.1 Water Quality Monitoring Plan							D	F			
4.2 General Coordination with District											
Task 5 Environmental Compliance and Permitting Support											
5.1 Permit Plan Package									D	F	
5.2 General Coordination with District and Agencies											
Task 6 Reporting and Technical Support											
6.1 Interim Monitoring Report							D/F				
6.2 Stakeholder Meetings											
6.3 Grant Progress Reports											
6.4 General Coordination with District											
Symbols: C=Contract Award and Execution, KO=Kickoff, D=Draft; F= Final, M=monthly meeting											

APPENDIX A

Resumes

Maia Singer, Ph.D., C.E.D.

Senior Scientist/Water Quality Specialist

Dr. Maia Singer (*Ph.D., Civil and Environmental Engineering, Ecological Engineering*) has 27 years of experience in aquatic sciences and engineering spanning water quality, limnology, river and wetland ecology, restoration planning, and monitoring design. Dr. Singer has particular expertise in reservoir management, mercury biogeochemistry and monitoring plan design projects. She is an experienced project manager who brings technical expertise to a variety of interdisciplinary projects.

AREAS OF EXPERTISE

- Water Quality
- Limnology/Reservoir Management
- Monitoring Plan Design
- Ecological Engineering
- Treatment Wetlands
- Mercury Biogeochemistry

YEARS OF EXPERIENCE

At Stillwater: 23 years

In Total: 27 years

EDUCATION

Ph.D., Civil and Environmental Engineering (Ecological Engineering), University of California at Berkeley, 2002

M.S., Civil and Environmental Engineering (Ecological Engineering), University of California at Berkeley, 1997

B.S., Environmental Engineering Sciences, University of Florida, 1995

PROFESSIONAL AFFILIATIONS

- American Ecological Engineering Society
- California Lake Management Society

SELECTED PUBLICATIONS

Downs, P.W., M. S. Singer, B. K. Orr, Z. E. Diggory, T. N. Church, and J.C. Stella. 2011. **Restoring Ecological Integrity in Highly Regulated**

Rivers: The Role of Baseline Data and Analytical References. Environmental Management. 48:847–864.

SELECTED PROJECT EXPERIENCE

Indian Creek Reservoir Sediment Phosphorus Investigations, South Lake Tahoe, CA (*Client: South Tahoe Public Utility District*): Dr. Singer served as technical lead and project manager for the investigation of potential reservoir sediment amendments for phosphorus control, including preliminary sediment collection and phosphorus fractionation, sediment amendment selection and dosage determination, and flux chamber incubation and reporting, through collaboration with Dr. Marc Beutel, University of California at Merced.

Management and Mitigation of Harmful Algal Blooms in Lakes Henshaw and Wohlford, CA (*Client: Vista Irrigation District and City of Escondido*): Dr. Singer is project manager and technical lead for a multi-phase study addressing HABs management in lakes Henshaw and Wohlford. Phase I of the project focused on development of a HABs Management and Mitigation Plan that considered short- and long-term alternatives for reducing HABs and improving water quality while maintaining maximum operational flexibility of the associated water system and supporting multiple beneficial uses, including tribal water rights. Phase II involved continuing analysis of monitoring data to determine the effectiveness of short-term mitigation strategies (algaecides, phosphorus sequestration) and inform implementation of long-term prevention/minimization alternatives (source water control, oxygenation). Phase III is ongoing and is focused on a pilot oxygenation study.

Investigation of the Potential for Alum Treatment in Nicasio Reservoir, CA (*Client: Marin Municipal Water District*): Dr. Singer was lead water quality scientist in a study of the potential for alum treatment to control taste and odor problems in a drinking water reservoir in northern California. The study involved compilation of physical, chemical, and biological conditions in Nicasio Reservoir relevant to phosphorus control and seasonal nuisance algae blooms, as well as potential aluminum toxicity and permitting issues. Dr. Singer also assisted with development of a monitoring plan to fill existing data gaps related to alum treatment efficacy.

Nitrogen and Phosphorus Offsets due to Artificial Aeration-mixing Plus Oxygenation in Lake Elsinore, Riverside County, CA (*Client: Elsinore Valley Municipal Water District*): Dr. Singer is the lead for an ongoing, multi-year study to assess the effects of artificial aeration-mixing (2021–2025) plus oxygenation (2025) on internal nitrogen and

Fleming-Singer, M. S., and A. J. Horne. 2006. **Balancing wildlife needs and nitrate removal in constructed wetlands: the case of the Irvine Ranch Water District's San Joaquin Wildlife Sanctuary.** *Ecological Engineering* 26: 147–166.

Horne, A. J., and M. S. Fleming-Singer. 2005. **Phytoremediation using constructed treatment wetlands: an overview.** Pages 329–377 in M. Fingerman and R. Nagabhushanam, editors. *Bioremediation of aquatic and terrestrial ecosystems.* Science Publishers, Enfield, New Hampshire.

Fleming-Singer, M. S., and A. J. Horne. 2002. **Enhanced nitrate removal efficiency in wetland microcosms using an episediment layer for denitrification.** *Environmental Science & Technology* 36: 1231–1237.

phosphorus loading to the lake, which offsets external loading of nutrients added in recycled water to support recreation and improve the lake's ecology. Water quality analyses include annual and long-term trends for water temperature, dissolved oxygen, conductivity, nutrients, chlorophyll-a, phytoplankton, and zooplankton, along with operational recommendations for improving water quality.

Briones Reservoir Water Quality Study and Mokelumne Watershed Wildfire Response Plan Contra Costa County, CA (*Client: East Bay Municipal Utility District [EBMUD]*): Dr. Singer is serving as scientific lead and project manager on a multi-disciplinary team characterizing the dynamics and water quality of Briones Reservoir and identifying cost-effective capital and operational improvements to manage emerging water quality threats, including taste and odor-causing compounds and harmful and nuisance algal blooms. The project also involves assessing the potential for wildfire in the Upper Mokelumne River watershed to adversely impact water quality in EBMUD reservoirs, including Briones, and determining a set of pre-fire, during-fire, and short- and long-term post-fire mitigation activities to reduce water quality risks.

San Pablo Reservoir Water Quality Improvement Project (*Client: EBMUD*): Dr. Singer was project manager and technical lead for an evaluation of potential options for reducing algal metabolites (i.e., geosmin, MIB) and soluble manganese production in San Pablo Reservoir. Tasks included comprehensive review and analysis of existing water quality data; development of technical materials and facilitation at multiple client workshops to identify feasible control measures, including multiple forms of hypolimnetic oxygenation, that would deliver the best benefit for the money spent; preliminary design for the preferred alternative (i.e., Speece cone oxygenation); development of a comprehensive water quality management program to determine success of the preferred alternative; and summary of all tasks in a comprehensive final report, including management recommendations.

Soulajule Reservoir Mercury Bioaccumulation Studies, Marin County, CA (*Client: Marin Municipal Water District*): Dr. Singer served as project manager, lead water quality scientist, and limnologist for a multi-phased water quality and limnology investigation of methylmercury production, bioaccumulation, and control in Soulajule Reservoir and the downstream Arroyo Sausal (creek), within the Walker Creek Watershed. Using the results of early data collection, Phase I focused on development of a Study Plan to determine how best to reduce methylation and bioaccumulation of mercury in Soulajule Reservoir. Phase II focused on implementation of six pilot studies including characterization of seasonal mercury cycling and bioaccumulation in the reservoir, assessment of littoral zone extent and productivity, fish community composition and food web structure, conceptual sizing of a hypolimnetic oxygenation system, and upland soil mercury contributions to the reservoir. Phase III focused on the development of the Soulajule Reservoir Management Plan, as informed by prior phases.

Dr. Noah Hume, P.E. (*Ph.D., Civil and Environmental Engineering*) has over 40 years of experience in aquatic sciences and engineering spanning ecology, water quality, water supply and treatment. Dr. Hume's areas of expertise include engineering, water quality management, wetlands ecology, limnology, and fisheries biology. Dr. Hume has led and participated in the design and implementation of riverine, wetland, and tidal habitat restoration projects from Oregon to Newport Bay, CA as well as tidal habitat restoration projects in the Sacramento–San Joaquin River Delta. Dr. Hume's technical expertise in engineering and ecology make him an efficient and effective liaison for the client, as well as a capable and articulate representative at stakeholder and public meetings.

AREAS OF EXPERTISE

- Wetlands and Aquatic Ecology
- Water Quality
- Fisheries Biology
- Civil and Environmental Engineering
- Mechanical Engineering

YEARS OF EXPERIENCE

At Stillwater: 26 years
In Total: 40 years

EDUCATION

Ph.D., Civil and Environmental Engineering, UC Berkeley, 2000

M.S., Civil and Environmental Engineering, UC Berkeley, 1989

B.S., Mechanical and Ocean Engineering, University of Rhode Island, 1985

LICENSURE

Professional Engineer (Civil and Mechanical), State of California
(Licenses C45808, M28919)

SELECTED PUBLICATIONS

Hume, N., D. Riordan, D. McEwan, L. Chu, and S. Andrews. **2016. Restoration approaches and planning for the Prospect Island Tidal Habitat Restoration Project.** Bay-Delta Science Conference 2016.

Orr, B, M. Keever, A. Merrill, N. Hume, J. Long, H. Green, and G. Darren. **2016. Restoration Design in the Sacramento-**

SELECTED PROJECT EXPERIENCE

Algae Monitoring and Mitigation Plan, San Francisco Bay Area, CA (*Client: San Francisco Public Utilities Commission [SFPUC]*): Dr. Hume led the analysis and update of an Algae Monitoring and Mitigation Plan (AMMP) for the SFPUC peninsula, Alameda, and upcountry reservoirs. Following review of standard operating procedures for reservoir sampling, response triggers and measures for algal levels and taste and odor compounds were adjusted along with adjustments to laboratory data reporting and communications between Natural Resource and Water Quality Division staff.

Briones Reservoir Water Quality Study and Mokelumne Watershed Wildfire Response Plan (*Client: East Bay Municipal Utility District [EBMUD]*): As Project Director Dr. Hume provides senior technical review as part of this multi-disciplinary team. The goal of the Plan is to characterize the dynamics and water quality of Briones Reservoir and identify operational, capital, and watershed management improvements that will allow EBMUD to respond quickly and effectively to current and emerging water quality threats.

San Pablo Reservoir Water Quality Improvement Project, El Sobrante, CA (*Client: EBMUD*): Dr. Hume provided senior technical review for an evaluation of potential options for reducing algal metabolites (i.e., geosmin, MIB) and soluble manganese production in San Pablo Reservoir. Tasks included comprehensive review and analysis of existing water quality data; review of potential algae control measures; preliminary designs; monitoring plan; and a final report.

Soulajule Reservoir Mercury Bioaccumulation Study, Walker Creek, Marin County, CA (*Client: Marin Municipal Water District*): Dr. Hume served as project director of ongoing water quality and limnology studies for investigations intended to control methyl mercury bioaccumulation and production in Soulajule Reservoir and downstream locations in Walker Creek. The study was carried out as part of the implementation plan for the Walker Creek watershed Mercury Total Maximum Daily Load (TMDL) and was focused on the protection of both wildlife and human consumptive resources.

San Joaquin Delta – Lessons from Case Studies. Bay-Delta Science Conference 2016.

Hume, N., G. Leverich, S. Dusterhoff, D. Pfeifer, C. McCalvin, and L. Holmes. 2014. Balancing Habitat Needs for Rearing and Migratory Steelhead with Other Beneficial Water Uses in the Santa Clara River Estuary. 32nd Annual Salmonid Restoration Conference, Santa Barbara, CA.

Merrill, A., S. Siegel, B. Morris, A. Ferguson, G. Young, C. Ingram, P. Bachand, H. Shepley, M. Singer, N. Hume. 2010. **Greenhouse Gas Reduction and Environmental Benefits in the Sacramento-San Joaquin Delta: Advancing Carbon Capture Wetland Farms and Exploring Potential for Low Carbon Agriculture.** Prepared for the Nature Conservancy, Sacramento, California.

Hume, N., M. Fleming, and A. Horne 2002. Denitrification potential and carbon quality of four aquatic plants in wetland microcosms. Soil Science Society of America Journal 66: 1706–1712.

Hume, N., M. Fleming, and A. Horne 2002. Plant carbohydrate limitation on nitrate reduction in wetland microcosms. Water Research 36: 577–584

Management and Mitigation of Harmful Algal Blooms in Lakes Henshaw and Wohlford, CA (*Client: Vista Irrigation District and City of Escondido*): Dr. Hume is serving as project director for a multi-phase study addressing HABs management in lakes Henshaw and Wohlford in southern California. Phase I of the project focused on development of a HABs Management and Mitigation Plan that considered short- and long-term alternatives for reducing HABs and improving water quality while maintaining maximum operational flexibility of the associated water system and supporting multiple beneficial uses, including tribal water rights. Phase I also included a water quality management plan that allows assessment of post-project success. Phase II includes continuing analysis of monitoring data to determine the effectiveness of short-term mitigation strategies (algaecides, phosphorus sequestration) and inform implementation of long-term prevention/minimization alternatives selected during Phase I (source water control, oxygenation).

Independent Review of Lake Elsinore Advanced Pumped Storage Project, Lake Elsinore, Riverside County, CA (*Client: City of Lake Elsinore, as a subconsultant to Leibold McClendon & Mann*): Dr. Hume led a focused review of a three dimensional (3D) water quality modeling study that was implemented in support of a proposed Lake Elsinore Advanced Pumped Storage (LEAPS) hydroelectric project at Lake Elsinore. Dr. Hume examined modeling assumptions and modeling results to examine the transient impacts of water supplementation from the State Water Project, as well as long term operations upon DO conditions, chlorophyll-a and microcystin levels in the shallow lake. The review identified additional model documentation needs and validation needs to allow the model to examine water quality conditions under LEAPS operations scenarios.

Don Pedro Reservoir Mercury Bioaccumulation Study, Tuolumne River, CA (*Client: Turlock and Modesto Irrigation Districts*): Dr. Hume served as lead scientist in a mercury bioaccumulation study of the Tuolumne River. In response to State 303(d) listing of Don Pedro reservoir for mercury impairment, the study compared water quality and fish tissue concentrations in regional waterbodies to conditions upstream, within and downstream of the reservoir.

Lexington Reservoir Intake Feasibility Study, San Jose, CA (*Client: San Jose Water, as a subconsultant to Kennedy Jenks*): To develop potential raw water intake alternatives for the Montevina WTP, Dr. Hume analyzed historical water quality profiles in Lexington Reservoir to examine thermal stratification patterns under a range of reservoir storage levels, including minimum storage requirements required under Fish and Aquatic Habitat Collaborative Effort (FAHCE). To optimize raw water quality at lower algal densities while preserving cold water poll storage, the study recommended water withdrawals from the reservoir surface waters using a novel floating intake structure.

Dr. Naivy Rodal-Morales (*Ph.D., Environmental Systems-Environmental Engineering*) works on water quality and remediation techniques in lakes and wetlands, and mercury biogeochemistry. She has actively participated in applied water and soil research projects centered around limnology, lake management, and mercury remediation. Dr. Rodal-Morales' experience includes analyzing and interpreting nutrients and metals cycling, modelling pollutant removal in wetlands, nutrients accumulation and mass transport.

AREAS OF EXPERTISE

- Water Quality
- Mercury Biogeochemistry
- Limnology/Reservoir Management
- Environmental Engineering
- Treatment Wetlands
- Water Quality Fieldwork

YEARS OF EXPERIENCE

At Stillwater: 2 years

In Total: 7 years

EDUCATION

Ph.D., *Environmental Systems, Environmental Engineering concentration*, UC Merced, 2024

M.S., *Environmental Systems*, UC Merced, 2023

B.S., *Geological Engineering*, National Autonomous University of Mexico (UNAM), 2019

PUBLICATIONS

Rodal-Morales, N.D., Le, A.K., Beutel, M.W., O'Day, P.A., Fleck, J.A., Hansen, A.M., Oros, D.M., Agee, J.L., Bonham, B.G., Sanford, C.E., Kakouros, E., Kieu, L., Marvin-DiPasquale, M.C., and Alpers, C.N., 2025, **Mercury, methylmercury, and related geochemical data from incubations of materials flocculated in mesocosms within the Cache Creek Settling Basin, California: U.S. Geological Survey data release.**

Rodal-Morales, N.D., Beutel, M., Fuhrmann, B., Defeo, S., Hansen, A. M.,

SELECTED PROJECT EXPERIENCE

Indian Creek Reservoir Sediment Phosphorus Investigation, CA (*Client South Tahoe Public Utilities District*) Dr. Rodal-Morales contributed to the selection, dosage determination, and report writing of three sediments amendments for phosphorus control and collected sediment and water samples from Indian Creek Reservoir for following amendment testing.

Calabazas / San Tomas Aquino Creek-Marsh Connection, San Jose, CA (*Client: Santa Clara Valley Water District [Valley Water]*): Dr. Rodal-Morales is supporting with the data analysis, interpretation and synthesis report writing of the mercury (water, sediment, biota), in-situ water quality including water temperature, dissolved oxygen, pH, ORP, turbidity, and suspended sediment data in the San Jose salt ponds and tributaries. This is part of the pre-restoration activities after two years of monitoring to understand baseline conditions.

Delilah Final Design and Permitting, CA (*Client Smith River Alliance*): Dr. Rodal-Morales supports in the analysis of available water and sediment data to provide a high-level summary of the contaminant pathways and recommendations for permitting.

Lake Elsinore Offset Calculations, CA (*Client Elsinore Valley Municipal Water District*): Dr. Rodal-Morales supports in the analysis, interpretation, and report writing on water quality and nutrient offset calculations for Lake Elsinore to meet TMDL.

Calero Dam Seismic Retrofit Project Fisheries and Water Quality Support, CA (*Client Valley Water*): Dr. Rodal-Morales supports in the analysis, interpretation, and report writing on water quality chapter of the Environmental Impact Report with emphasis on the reservoir water quality and mercury analysis.

Applicability of San Pablo Reservoir in SoulaJule Reservoir for Mercury Bioaccumulation, Marin County, CA (*Client: Marin Municipal Water District*): Dr. Rodal-Morales supports in the analysis, interpretation, and report writing on the investigation of methylmercury bioaccumulation and production in SoulaJule Reservoir and downstream locations within the Walker Creek

Harmon, T., Brower, S., & Pasek, J. (2024). **Hydrology and oxygen addition drive nutrients, metals, and methylmercury cycling in a hypereutrophic water supply reservoir.** *Frontiers in Water*, 6, 1356994.

Defeo, S., Beutel, M., Rodal Morales, N.D., Singer, M. (2024). **Sediment release of nutrients and metals from two contrasting eutrophic California reservoirs under oxic, hypoxic and anoxic conditions.** *Frontiers in Water*, 6, 1474057.

PROFESSIONAL AFFILIATIONS

- American Ecological Engineering Society (AEES)
- Association of Women in Water, Energy and Environment (AWWEE)
- California Lake Management Society (CALMS)
- Geological Society of America (GSA)
- North American Lake Management Society (NALMS)

SELECTED PRESENTATIONS

Rodal-Morales, N. and Singer M., Martinez G., Looker R., Allan M., Hunt, C., Johannesson C., Kawakami B., Work L., Teefy S. 2025. Key for Management of Mercury Bioaccumulation in a Northern California Reservoir. California Lake Management Society (CALMS), San Diego.

Rodal-Morales N., Beutel M., Fuhrmann B., Defeo S., Hansen A.M., Harmon T., Brower S., Pasek J. 2024. Hydrology and Oxygen Addition Drive Nutrients, Metals, and Methylmercury Cycling in a Hypertrophic Reservoir. North American Lake Management Society, California Lake Management Society. **Winner of the Jody Connor Student Award for best presentation**

Watershed, Marin County, comparing San Pablo Reservoir data as a baseline for SoulaJule's nutrients and mercury behavior.

Briones Reservoir Water Quality Study and Mokelumne Watershed Wildfire Response Plan Contra Costa County, CA (*Client: East Bay Municipal Utility District [EBMUD]*): Dr. Rodal-Morales is part of the multi-disciplinary team characterizing the dynamics and water quality of Briones Reservoir and identifying cost-effective operational and capital improvements to manage emerging water quality threats. The project also involves assessing the potential for wildfire in the Upper Mokelumne River watershed to adversely impact water quality and determining a set of pre-fire, during-fire, and short- and long-term post-fire mitigation activities to reduce water quality risks in multiple EBMUD reservoirs, including Briones. Specifically, Dr. Rodal-Morales is working on the data analysis and report writing to identify the best water quality solution.

San Pablo Reservoir Pre-oxygenation Mercury Baseline Conditions and Cycling, CA (*Client: San Francisco Regional Water Quality Control Board, EBMUD, Marin Municipal Water District*): Dr. Rodal-Morales contributed to the review and analysis of two years of multi-season baseline water quality data including water temperature, dissolved oxygen, pH, ORP, turbidity, nutrients, total organic carbon, total suspended solids, chlorophyll-a, algae species, and methyl and total mercury in water, algae, zooplankton, prey fish, and sport fish. All data were presented in a comprehensive final report, including adaptive management monitoring recommendations.

UKB Wetland Restoration Pilot Study Conceptual Design and Work Plan, CA (*Clients: Trout Unlimited, California Coastal Conservancy, and California State Water Resources Control Board*): Dr. Rodal-Morales is working on the team which is coordinating with USACE regarding potential permitting requirements and pre-application questions and on the consideration of different wetland cell sizing to address potential permitting constraints for the wetland restoration pilot study.

Research Project, Hodges Reservoir, San Diego, CA* (*Agency: University of California, Merced*): Dr. Rodal-Morales performed multi-year evaluation of nutrient, metals, and mercury cycling in water column before and after reservoir oxygenation in collaboration with the City of San Diego. Research was published in *Frontiers in Water, Water Quality* in May 2024.

Research Project, Wetland Newman, CA* (*Agency: University of California, Merced*): Dr. Rodal-Morales modeled nitrate and phosphate removal using the P-k-C* model in constructed treatment wetlands treating agricultural runoff for the City of Newman. She is preparing this information to be published in a peer-reviewed journal.

* Denotes project completed prior to joining Stillwater Sciences.

Eli Kersh

President at LakeTech, inc.
San Francisco Bay Area

Eli is a Certified Lake Manager, President of the California Lake Management Society, and a licensed Agricultural Pest Control Adviser in California. He received his undergraduate degree from UC Santa Barbara in 2007 where he majored in Geographic Information Science. He returned to graduate school at CSU East Bay in 2011 to obtain a masters degree in Limnology with an emphasis in Lake Management. He completed his university thesis focused on the Eutrophication of Lakes and Vegetation Management in 2013. Eli is the founder of LakeTech, a one-of-a-kind monitoring, data management, and limnological consulting firm that specializes in obtaining and utilizing actionable data to solve water quality problems and restore degraded aquatic ecosystems. Eli has implemented real-time monitoring systems in hundreds of lakes around the world and restored water quality in dozens of water bodies. He is an expert in the installation of oxygenation systems, sustainable pest management, the application of phosphorus binding technology, and the acquisition of informative water quality data.

Experience

LakeTech, inc.

President
September 2016 - Present

LakeTech, inc. (formerly e Limnology, inc) is an Aquatic Resource Management & Consulting firm in California. We rely on proven strategies, technology, and products to develop and implement proactive and sustainable management approaches for lakes and ponds.

Alligare LLC

Field Operations Manager
January 2018 - February 2021 (3 years 2 months)

California PCA specializing in aquatic vegetation and algae control. Also serving AZ, NV, UT and OR, WA west of the Cascades

Aquatic Environments, inc

Environmental Services Manager
December 2013 - January 2018 (4 years 2 months)

Aquatic Environments Inc, (AEI) is California's largest full-service general contractor and consultancy in the rapidly growing fields of wetland restoration, water feature construction, and aquatic maintenance services.

College of Alameda

Adjunct Instructor

January 2014 - December 2014 (1 year) January 2013 - January 2014 (1 year 1 month)

Taught night classes in physical geography. Received great feedback from my students and colleagues.

California State University - East Bay

Teaching Assistant

January 2013 - January 2014 (1 year 1 month)

Assisting professors in the Environmental Studies / Geography Department: lab instruction and test proctoring, reading and grading papers, equipment training in the field.

Education

California State University - East Bay

MA, Geographic Information Science and Cartography · (2011- 2013)

UC Santa Barbara

Bachelor's degree, Geographic Information Science and Cartography · (2004 - 2007)

Professional Certifications

Certified Lake Manager (CLM)

North American Lake Management Society (2016 – Current)

Licensed Pest Control Advisor

California Department of Pesticide Regulation (2014 – Current)

Professional Leadership

President

California Lake Management Society (2017, 2018, 2024)

Region 9 Director

North American Lake Management Society (2020 – 2022)

Byran Fuhrmann, PhD, MBA

Principle Scientist at LakeTech, Inc.

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PROFESSIONAL EXPERIENCE

LakeTech

- Principal Scientist 2026 – Present

Clean Water Help (501(c)3 Public Charity)

- Executive Director 2024 – Present

SePRO Corporation

- Aquatic Technology Development Scientist 2020 – 2025
 - EutroPHIX Division Technical Project Lead
 - SePRO Water Quality Product Development Lead Researcher

University of California, Merced

- Instructor, Field Methods of Environmental Chemistry 2019 – 2020
- Lab Instructor: Environmental Chemistry 2019

North Coast Laboratories, Arcata, CA

- Quality Assurance Manager 2015 – 2016
- Quality Assurance Assistant 2014 – 2015

PROFESSIONAL LEADERSHIP

California Lake Management Society (CALMS)

- President 2023; 2025 – Present
- President-Elect 2022; 2024
- Northern California Director 2017 – 2021

North American Lake Management Society (NALMS)

- Conference Program Committee Member 2023 – Present

American Water Works Association (AWWA)

- Source Water Protection Committee Member 2020 – Present

EDUCATION

Environmental Systems, Ph.D.

- University of California, Merced 2020

Environmental Engineering Sciences, M.S.

- University of Florida 2016

Master of Business Administration (MBA)

- Humboldt State University 2015

Chemistry, B.S.

- Humboldt State University 2014

PROFESSIONAL CERTIFICATIONS

Certified Lake Manager

North American Lake Management Society (NALMS) 2023

PATENTS

Methods of production and use of rare earth enhanced coagulants. 2025

- US Application: 63/639,677; [US2025033346A1](#)

Aquatic dye and coagulant combination product to improve the longevity of water quality enhancements. 2025

- US Application: 19/055,470; [US20250270122A1](#)

Methods and compositions of an iron-coated lanthanum compound for remediation of contaminated sediments.	2024
<ul style="list-style-type: none"> • US Application: 18/884,019; (Non-publication request) 	
Methods and systems of analysis of phosphorus release and management in a body of water.	2024
<ul style="list-style-type: none"> • US Application: 18/764,671; US20250012774A1 	
Use of trivalent metals to enhance aquatic pesticide efficacy, surface water, and sediment quality while minimizing risk to aquatic biota.	2023
<ul style="list-style-type: none"> • US Application: 18/304,032; US20230339787A1 • Granted February 17, 2025 	
Methods and compositions of a liquid controlled-release pesticide for targeted delivery and drift reduction.	2023
<ul style="list-style-type: none"> • US Application: 18/223,632; US20240041046A1 	
Compositions and systems for binding nutrients from moving bodies of water.	2022
US Application: 12,134,083. US12134083B2	
<ul style="list-style-type: none"> • Granted November 5, 2024 • 2 Patent Citations: CN118851427B and US20210130251A1 	

SELECT PUBLICATIONS & BOOK CHAPTERS

- Fuhrmann, B., Willis, B., Barkley, C., Shuler, S., Scott, J., Van Goethem, R., (In Prep). Geography of phosphorus in lake sediments in the US: Insights from more than 100 lakes.
- Easley, R., Fuhrmann, B., Price, K., Long, S., Swan, K. (In Review). Water Quality and Source Water Protection. In *M50 Water Resources Planning*. Fourth Edition. American Water Works Association.
- Fuhrmann, B., Fortier, M-O., Beutel, M., Teefy, S., Horne, A., Mobley, M. (In Prep). Economic analysis and life cycle assessment of hypolimnetic oxygenation of Upper San Leandro Reservoir, California.
- Rodal-Morales, N.D., Beutel, M., Fuhrmann, B., Defeo, S., Hansen, A., Brower, S., Pasek, J. (2024). [Hydrology and Oxygen Addition Drive Nutrient, Metals, and Methylmercury Cycling in a Hypereutrophic Water Supply Reservoir](#). *Front. Water, Environmental Water Quality*.
- Fuhrmann, B., Beutel, M., Ganguli, P., Zhao, L., Brower, S., Funk, A., Pasek, J. (2021). [Seasonal patterns of methylmercury production, release, and degradation in profundal sediment of a hyper-eutrophic reservoir](#). *Lake and Reservoir Management*, 37(4), 360-377.
- Fuhrmann, B., Beutel, M., O'Day, P., Tran, C., Funk, A., Brower, S., Pasek, J., Seelos, M. (2021). [Effects of mercury, organic carbon, and microbial inhibition on methylmercury cycling at the profundal sediment-water interface of a sulfate-rich hypereutrophic reservoir](#). *Environmental Pollution*, 268, 115853.
- Beutel, M., Garcia-Gallardo, T., Falcon-Rojas, A., Fuhrmann, B., Hansen, A. (2018). [Use of oxygenation to repress release of redox-sensitive compounds from profundal sediment in the valle de bravo reservoir, Mexico](#). *International Journal of Environmental Pollution*, 34(6), 17-20.

2025 CONFERENCE PRESENTATIONS

- Advances in Sediment Phosphorus Geochemistry. North American Lake Management Society.
- Lake Chemistry Do's and Don'ts. North American Lake Management Society.
- Regional and International Lake Management Differences from a Nomad's Perspective. North American Lake Management Society.
- Iron-coated Lanthanum: A new material for sediment phosphorus management. North American Lake Management Society.
- [Sediment Phosphorus Analysis for Improved Lake Management](#). California Lake Management Society. San Diego, CA.
- [The Management of Taste and Odor Compounds and Cyanotoxins in Lakes and Reservoirs](#). California Lake Management Society. San Diego, CA.
- Avoiding Analysis Paralysis and Getting the Highest Return on Investment with Adaptive Lake Management. 20th World Lake Conference. Brisbane, Australia.

Marc W. Beutel, Ph.D., P.E.
Water Quality Engineering Consultant
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EDUCATION

- Ph.D., University of California, Berkeley, Civil and Environmental Engineering, 2000
- M.S., University of California, Berkeley, Civil and Environmental Engineering, 1994
- B.S., University of California, Los Angeles, *Cum Laude*, Civil Engineering, 1990

EXPERIENCE

- 2022-Present, Chair, Department of Civil and Environmental Engineering, UC Merced
- 2020-Present, Professor, Department of Civil and Environmental Engineering, UC Merced
- 2015-2020, Associate Professor, School of Engineering, University of California, Merced
- 2011-2015, Associate Professor, Department of Civil and Environmental Engineering, Washington State University
- 2004-2011, Assistant Professor, Department of Civil and Environmental Engineering, Washington State University
- 2001-2004, Principal Water Resources Engineer, Brown and Caldwell, Walnut Creek, CA
- 2000-2001, Post-Doctoral Researcher, Kastanienbaum Limnological Research Center, Switzerland
- 1990-1993, Junior/Assistant Engineer, East Bay Municipal Utility District, Oakland, CA

WORK ACTIVITIES

Topical Focus

Sustainable control of dilute pollutants in managed surface waters including nutrients, pesticides, pathogens and metals, with a focus on redox mediated transformations at the sediment-water interface. Focus areas include: (1) mercury cycling in aquatic ecosystems; (2) reservoir oxygen addition to repress internal loading of nutrients and metals; (3) use of activated carbon-based sorbents to remediate mercury-contaminated sediments; (4) use of drones to sense methane and mercury in the environment; (5) pollutant removal in constructed treatment wetlands; (5) control of harmful algal blooms in surface waters.

Select Activities

CA Department of Water Resources, 2025-2028. \$990,000, Beutel (PI). *Assessing Effects of Dredging on Sediment Processes and cyanoHABs in the Sacramento-San Joaquin Delta*

City of Newman, CA. 2019-2026, \$180,000. Beutel (PI). *Design and Monitoring of Natural Treatment System to Treat Stormwater and Agricultural Runoff*

Stillwater Sciences, Berkeley, CA and South Lake Tahoe Public Utility District, 2025. *Controlling phosphorus release from profundal sediment of Indian Creek Reservoir, CA.*

Santa Clara Valley Water District, 2024-25. \$75,000. Beutel (PI), O'Day (Co-PI). *Evaluation of Sorbents and Application Methods for Hg Remediation in Mine-Contaminated Surface Waters, Follow-Up Amendment*

Stillwater Sciences, Berkeley, CA and East Bay Municipal Utility District, 2024. *Assessing Sediment Oxygen Demand in Briones, CA.*

Santa Clara Valley Water District, 2022-24. \$243,537. Beutel (PI) and O'Day (Co-PI). *Evaluation of Sorbents and Application Methods for Hg Remediation in Mine-Contaminated Surface Waters*

F.X. Brown/Bogia Engineering and Batta Environmental, 2023-24. *Assessing sediment nutrient fluxes and sediment oxygen demand in Manasquan Reservoir, NJ.*

F.X. Brown/Bogia Engineering and Batta Environmental, 2021-22. *Support for preliminary design assessment of a hypolimnetic oxygenation system for Valle de Bravo Reservoir, Mexico.*

- Metropolitan Water District of Southern California, 2021. \$13,500. Beutel/UC Merced Environmental Analytical Laboratory. *Experimental and Analytical Support for Lake Skinner Sediment Nutrient Release and Oxygen Demand Study*
- Stillwater Sciences, City of Escondido, and Vista Irrigation District, 2021. \$71,000. Beutel (PI). *Lake Henshaw and Lake Wohlford Sediment Study*
- San Diego Public Utility District/San Diego County Water Authority, 2016-2021. \$338,209. Beutel (PI). *Water Quality Monitoring Support and Assessment of Oxygen Addition at Hodges Reservoir*

Select Publications

- Rodal Morales, N.D., Beutel, M.W., O'Day, P., Fleck, J.A., Marvin-DiPasquale, M.C., Alpers, C.N., Transient methylmercury formation during wetland soil rewetting is governed by organic matter availability rather than coagulant history. In review *Environmental Science: Processes and Impacts*.
- Lopez Barreto Martinez, B.N., Hestir, E.L., Beutel, M.W., Lee, C.M., 2026. Statewide intensification of harmful algal blooms across California lakes and reservoirs. *GeoHealth* 10(4), p.e2025GH001627.
- Defeo, S., Beutel, M.W., Rodal-Morales, N., Singer, M., 2024. Sediment release of nutrients and metals from two contrasting eutrophic California reservoirs under oxic, hypoxic and anoxic conditions. *Frontiers in Water* 6, 1474057.
- Rodal-Morales, N.D., Beutel, M.W., Fuhrmann, B., Defeo, S., Hansen, A.M., Harmon, T., Brower, S., Pasek, J., 2024. Hydrology and oxygen addition drive nutrients, metals, and methylmercury cycling in a hypereutrophic water supply reservoir. *Frontiers in Water* 6, 1356994.
- Horne, A., Beutel, M.W., Woodside, G., 2024. The Prado Wetlands: 24 years of river diversion treatment wetlands reducing nitrate and phosphate while increasing an endangered bird. *Ecological Engineering* 200, 107174.
- Seelos, M., Beutel, M.W., McCord, S., Kim, S., Vigil, K., 2022 (December). Plankton population dynamics and methylmercury bioaccumulation in the pelagic food web of mine-impacted surface water reservoirs. *Hydrobiologia* 849 (21), 4803-4822.
- Seelos, M., Beutel, M.W., Austin, C.M., Wilkinson, E., Leal, C., 2021. Effects of hypolimnetic oxygenation on fish tissue mercury in reservoirs near the new Almaden Mining District, California, USA. *Environmental Pollution* 268, 115759.
- Fuhrmann, B.C., Beutel, M.W., Ganguli, P., Zhao, L., Brower, S., Funk, A., Pasek, J., 2021. Seasonal patterns of methylmercury production, release, and degradation in profundal sediment of a hypereutrophic reservoir. *Lake and Reservoir Management* 37, 360–377.
- Beutel, M.W., Fuhrmann, B.C., Herbon, G., Chow, A., Brower, S., Pasek, J., 2020. Cycling of methylmercury and other redox-sensitive compounds in the profundal zone of a hypereutrophic water supply reservoir. *Hydrobiologia* 847, 4425–4446.
- Horne, A.J., Beutel, M.W., 2019. Hypolimnetic Oxygenation 3. An engineered switch from eutrophic to a meso/oligo-trophic state in a Californian reservoir. *Lake and Reservoir Management* 35, 338–353.
- Horne, A.J., Jung, R., Lai, H., Faisst, B., Beutel, M.W., 2019. Hypolimnetic Oxygenation 2. Oxygen dynamics in a large reservoir with submerged down-flow contact oxygenation (Speece Cone). *Lake and Reservoir Management* 35, 323–337.53.
- Beutel, M.W., S.R. Dent, R.L. Newcombe, G. Möller, 2019 (February). Mercury removal from municipal secondary effluent with hydrous ferric oxide reactive filtration. *Water Environment Research* 91, 132–143.52.
- Beutel, M.W., A.J. Horne, 2018. Nutrient fluxes from profundal sediment of ultra-oligotrophic Lake Tahoe, California/Nevada: Implications for water quality and management in a changing climate. *Water Resources Research* 54, 1549–1559.51.

Licenses

Professional Civil Engineer, California, C65783

APPENDIX B

Sample Work Products

- Algal Bloom Analysis —Comprehensive Assessment of Spatial and Temporal Bloom Dynamics Using ~10 years of Satellite and Weather Data (LakeTech)
- Water Quality Management Plan for the General National Pollutant Discharge Elimination System (NPDES) Permit for the Discharge of Lanthanum-modified Clay to Surface Waters of the United States in the San Diego Region (Stillwater Sciences)



Lake of the Pines Algae Bloom Analysis

*Comprehensive Assessment of Spatial and Temporal Bloom Dynamics
Using ~10 years of Satellite and Weather Data*

Prepared by
Eli Kersh, CLM
Byran Fuhrmann, PhD, MBA, CLM
LakeTech

January 2026

PART 1

Executive Summary

Core Finding

Lake of the Pines operates as two fundamentally different systems with distinct bloom mechanisms. The main lake body experiences summer blooms driven by internal nutrient loading during thermal stratification, while the NE Cove experiences winter/spring blooms driven by external nutrient inputs from precipitation. These contrasting patterns require zone-specific management approaches to optimize water quality. A simple monitoring program can highlight opportunities for cost-effective water quality improvements.

The Two-Zone System

Main Lake Body: Algae blooms peak in summer (June-October) with strong positive correlation to temperature and negative correlation to precipitation. The mechanism involves thermal stratification creating anoxic bottom waters, phosphorus release from sediments, and partial mixing events (9-23°F cooling periods) that deliver nutrients to surface waters.

Northeast (NE) Cove (10 ft depth): This area of the lake has the highest algae abundance. Algae blooms peak in winter/spring (November-April) with inverse patterns—negative correlation to temperature and positive correlation to precipitation. The mechanism involves nitrogen limitation during summer months and nitrogen delivery from rainfall during cooler periods when denitrification rates are reduced.

Key Statistics

Metric	Value
Study Period	March 2016 – October 2025 (9.5 years)
Total Satellite Data Points	2,928 (366 events x 8 sites)
Total Weather Data Points	3,507 days (average temp & daily rainfall)
Lake-wide Mean TSI	44.8 (Mesotrophic)
NE Cove Mean TSI	50.5 (Eutrophic boundary)
NE Cove Bloom Frequency	45.4% of observations (TSI ≥ 50)
Main Lake Bloom Frequency	~28% of observations (average across sites)

Recommended Monitoring Program

Monthly sampling at 5 locations:

- 1 water sample (Mid-depth) at **green dots**
- 2 water samples (Surface water and bottom water) at **purple dots**
- Therefore, 7 total samples

The following samples ([Bend Genetics Pricing](#)):

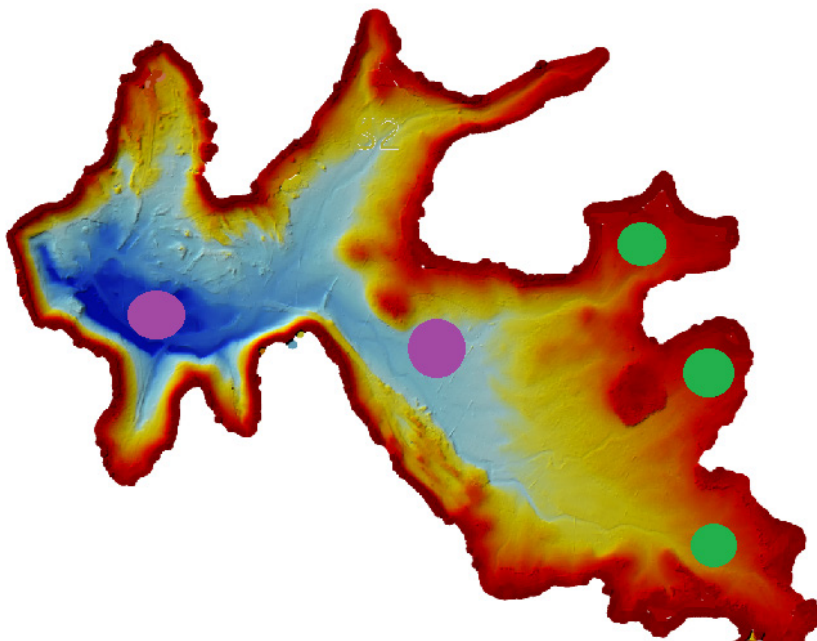
- Total Phosphorus = \$40
- Total Nitrogen = \$40
- Total Ammonia = \$40
- Total Nitrate = \$40
- \$160/sample x 7 = \$1,120/event

Additional (free) analyses:

- Chlorophyll (algae abundance) can be monitored with satellite imagery
- Secchi disk depth
- Sonde profile (if multiparameter sensor is owned)
- Notes on any algae or water turbidity
- Notes on differences between sites (algae at one site only, turbid in one area, etc)
- Notes on any observed aquatic plants
- Monitor LakeTech data (low DO, high temperature, turbidity, etc)

Potential Future Analysis:

- Sediment characteristics (free if you have a dredge – take pictures and LakeTech can interpret)
- Sediment organic matter and solids content (~\$100/sample – 3 to 5 samples recommended)
- Sediment phosphorus (not recommended right now, but potentially in 2027)



PART 2

Lake Dynamics Overview

Understanding Lake of the Pines

Lake of the Pines is a reservoir with eight monitoring sites spanning depths from 10 to 55 feet. Analysis of 366 sampling events from March 2016 through October 2025 reveals a lake that functions as two distinct systems with fundamentally different mechanisms controlling algae growth.

The Spatial Story: A Lake of Two Halves

The most striking finding from nearly a decade of monitoring is that the NE Cove behaves completely differently from the rest of the lake. While the seven sites in the main lake body show synchronized patterns—all rising and falling together—the NE Cove operates on its own rhythm, often exhibiting the opposite behavior.

Main Lake Body Characteristics

The main lake body includes seven sites: West (55 ft), NW (40 ft), North (30 ft), Mid (35 ft), Midsouth (30 ft), South (20 ft), and East Cove (10 ft). Within this zone, there is a consistent north-south gradient, with the southern portion (Mid, Midsouth, South, East Cove) showing higher algae abundance than the northern portion (NW, North, West). The South and East Cove sites show the highest values, with algae bloom frequencies of 33.9% and 39.1% respectively.

This spatial pattern—where all main lake sites respond synchronously—suggests either a single biochemical process affecting the entire water body, or that blooms initiate in the southern areas and spread throughout the main body. Prevailing northwest winds could explain dispersal from southern initiation points.

NE Cove: The Exception

The NE Cove (10 ft depth) stands apart with remarkably different behavior. It has the highest overall mean TSI of 50.5 and the highest bloom frequency at 45.4%—nearly double the main lake average. Most notably, its blooms occur at opposite times of year compared to the main lake. When the main body is experiencing summer blooms, the NE Cove remains relatively clear. When the main body is clear in winter, the NE Cove experiences its most severe blooms. For reference, a TSI < 40 indicated oligotrophic (great water quality), TSI 40-50 indicates mesotrophic (good water quality), TSI 50-70 indicates eutrophic (bad water quality), and TSI >70 indicates hypereutrophic (very bad water quality).

The Temporal Story: Seasonal Reversal

Main Lake Body: Summer Dominance

The main lake body shows classic summer-stratification-driven bloom patterns. Monthly TSI averages for the lake show peaks in June (50.0) and a secondary peak in November (49.8). During summer, the southern portion of the lake experiences the highest algae abundance while the northern areas show moderate levels. Spring (February-April) consistently shows the best water quality of the year.

NE Cove: Winter Dominance

The NE Cove exhibits a completely inverted pattern. During summer (June-September), the NE Cove averages TSI of 46.6—similar to the main lake. But during winter and spring (November-April), the NE Cove averages TSI of 58.1 while the main lake body averages only 40.9. This is a dramatic 17-point difference, representing a shift from mesotrophic to moderately eutrophic conditions.

Environmental Drivers

Temperature

The average daily temperatures ranged from 32°F to 95°F over the monitoring period, with an average of 61°F. The main lake body shows strong positive correlation between temperature and algae abundance—higher temperatures correlate with more blooms. The NE Cove shows negative correlation—blooms are more frequent and severe during cooler periods.

Precipitation

Precipitation patterns reveal a critical distinction between the two zones. The main lake body shows negative correlation with rainfall—dilution effects and reduced internal loading during wet periods suppress blooms. The NE Cove shows positive correlation—rainfall-delivered nutrients, particularly nitrogen, appear to stimulate algae growth. The 14-day prior rainfall is the best predictor of NE Cove bloom intensity.

Thermal Events: The Cooling Signature

Analysis of cooling events provides insight into bloom mechanisms. Main lake blooms (TSI > 50) between June 1 and October 1 typically show a 7-day maximum cooling of 5-13°C (9-23°F) in the prior 30 days. This cooling signature is consistent with partial mixing events that disrupt stratification and deliver nutrient-rich bottom water to the surface.

Occasional large blooms in late October to early December show similar cooling patterns, indicating fall turnover can also trigger blooms, though less frequently than summer partial mixing events.

Understanding the Mechanisms

Main Lake: The Internal Loading Story

The main lake body operates under a classic internal loading regime. During summer, thermal stratification develops with warm surface waters and cooler bottom waters. The deeper waters become isolated from atmospheric oxygen exchange, leading to anoxic conditions at the sediment-water interface. Under anoxia, phosphorus bound in sediments is released into the water column.

When brief cooling events occur (5-13°C or 9-23°F drops over 7 days), partial mixing brings this phosphorus-rich bottom water into the sunlit surface layer where algae can utilize it. The combination of warm temperatures, high light availability, and this phosphorus pulse creates ideal conditions for rapid algae growth. However, the very large volume of water in the main body of the lake allows for dilution and provides some protection from what a larger bloom would be if the lake was shallower. In the future, the LakeTech system could be fine-tuned to predict algae blooms in the main body, using water and weather data to predict and verify partial mixing events.

NE Cove: The Nitrogen Limitation Story

The NE Cove operates under fundamentally different constraints. At only 10 feet deep, this area likely has abundant light penetration and warm temperatures throughout the summer that would normally support algae growth. The suppression of summer blooms despite favorable conditions suggests nitrogen limitation is controlling productivity.

During summer, rapid nutrient cycling in the warm, shallow water depletes available nitrogen. Enhanced denitrification in warm sediments further removes nitrogen from the system. When rainfall delivers nitrate from atmospheric deposition and watershed runoff during cooler months, this limitation is relieved. Cooler temperatures also reduce denitrification rates, allowing nitrate to persist longer and support algae growth. This area of the lake is unlikely to be phosphorus-limited, as high growth during the winter (when phosphorus is most limited) is observed. This area of the lake is also likely disconnected from the rest of the lake, as high algae growth would not be possible if the water in the NE Cove could easily exchange with the large volume in the main body. A future opportunity to reduce winter-time blooms in the NE Cove might be winter aeration or circulation.

PART 3

Technical Analysis

Detailed Statistical Analysis

Trophic Status Index Distribution

The Trophic Status Index (TSI) based on chlorophyll-a provides a standardized measure of algae abundance. TSI values below 40 indicate oligotrophic (low productivity) conditions, 40-50 indicate mesotrophic (moderate productivity), and above 50 indicate eutrophic (high productivity) conditions.

Site-Specific Statistics

Mean TSI values across the eight monitoring sites range from 42.3 (North) to 50.5 (NE Cove). Standard deviations are highest at NE Cove (14.9) and East Cove (10.3), indicating these shallow areas experience the greatest variability. Maximum recorded TSI values of 86.4 occurred at three sites (NE Cove, East Cove, and South), representing hypereutrophic bloom conditions.

The northern sites (North, NW, West) cluster tightly with mean TSI values of 42.3-43.5 and bloom frequencies of 21.6-28.7%. The southern sites (Mid, Midsouth, South, East Cove) show higher means of 43.9-45.8 and bloom frequencies of 30.6-39.1%. This 7-12 percentage point difference in bloom frequency between north and south represents a meaningful spatial gradient within the main lake body.

Correlation Analysis

Temperature-TSI Relationships

The 14-day average temperature provides the strongest correlation with TSI in the main lake body. This lag period reflects the time required for algae populations to respond to favorable conditions following nutrient pulses. The positive correlation (blooms increase with temperature) is consistent with phosphorus-limited systems where warm temperatures enhance both internal loading rates and algae growth rates.

The NE Cove's negative correlation with temperature appears paradoxical until nitrogen limitation is considered. In nitrogen-limited systems, warm temperatures accelerate denitrification losses while not proportionally increasing nitrogen inputs. The inverse relationship reflects nitrogen supply dynamics rather than direct temperature effects on algae physiology.

Precipitation-TSI Relationships

Precipitation correlations differ markedly between zones. Main lake negative correlation suggests internal nutrient sources dominate—rainfall dilutes the system rather than adding

limiting nutrients. NE Cove positive correlation indicates external loading significance—the shallow cove's watershed delivers nutrients (likely nitrate) that relieve limitation.

Thermal Stratification and Mixing Dynamics

The Partial Mixing Hypothesis

Analysis of cooling events preceding main lake blooms reveals a consistent pattern. Blooms (TSI ≥ 50) during the stratified period (June 1 - October 1) are associated with 5-13°C maximum 7-day cooling events in the prior 30 days. This cooling range is sufficient to destabilize but not completely break down stratification—a partial mixing event.

The proposed mechanism operates as follows: Summer stratification develops with a warm epilimnion (surface layer) and cooler hypolimnion (bottom layer). The hypolimnion becomes isolated from oxygen replenishment and develops anoxic conditions. Under anoxia, iron-bound phosphorus in sediments is reduced and released into the water column, accumulating in the hypolimnion.

When a cooling event occurs (cold front passage, storm systems), the thermocline destabilizes sufficiently to mix some phosphorus-rich hypolimnetic water into the euphotic zone. This phosphorus pulse, combined with warm temperatures and high summer light, triggers rapid algae growth. The cooling is insufficient for complete turnover, so stratification re-establishes, potentially allowing the cycle to repeat.

Fall Turnover Events

A secondary bloom pattern occurs in late October through early December (days 305-335), also showing 5-13°C cooling signatures. These represent fall turnover events where the entire water column mixes. While this releases all accumulated sediment phosphorus, cooler temperatures limit bloom magnitude compared to summer events. This pattern is less frequent than summer partial mixing blooms.

NE Cove Nitrogen Dynamics

Evidence for Nitrogen Limitation

The NE Cove's behavior strongly suggests nitrogen limitation. Several lines of evidence support this hypothesis. First, summer suppression despite favorable conditions: TSI averaging 46.6 in summer despite warm temperatures, high light penetration in shallow water, and presumably adequate phosphorus from sediment recycling indicates a limiting factor other than phosphorus or temperature.

Second, rainfall correlation suggests nitrate delivery. Atmospheric deposition and watershed runoff during rain events deliver nitrate to the cove. The 14-day lag in correlation reflects both transport time and biological response time.

Third, winter enhancement occurs when denitrification slows. Cooler temperatures reduce denitrification rates in sediments, allowing rainfall-delivered nitrate to persist longer in the

water column. The combination of nitrate availability and adequate phosphorus supports winter blooms.

Mid-December Peak

The NE Cove shows a substantial TSI increase peaking around day 350 (mid-December), with concentration of 5-15°C cooling events in November and December. This timing suggests fall lake mixing (October-November) delivers a nutrient pulse to the NE Cove that, combined with rainfall-delivered nitrate, produces the annual maximum bloom. The effect persists through December as temperatures remain cool enough to limit denitrification losses.

Alternative Hypotheses Considered

Main Lake Alternatives

Light limitation contributing to summer patterns was considered. Longer summer days and higher sun angles increase light availability, which could contribute to summer productivity. However, this mechanism would predict gradual seasonal changes rather than the event-driven pattern associated with cooling events. Light is likely a permissive factor rather than the controlling variable.

Wind-driven sediment resuspension could theoretically release phosphorus during summer storms. However, this mechanism would predict correlation with wind or storm events rather than the observed cooling signature. The data more strongly support thermal destabilization of stratification as the primary mechanism.

NE Cove Alternatives

Groundwater inputs were considered as an alternative nitrogen source. Higher water tables during winter could increase nutrient-rich groundwater discharge. While this may contribute, it does not explain the direct correlation with precipitation events. Groundwater effects would likely show a more gradual seasonal pattern.

Different sediment chemistry in the shallow cove could theoretically favor winter phosphorus release. However, the negative temperature correlation argues against temperature-dependent sediment processes as the primary driver.

Macrophyte decomposition in fall could release nutrients that support winter blooms. This may contribute to the late fall/early winter nutrient pulse but would not explain the direct correlation with rainfall throughout the winter period.

Research Gaps and Monitoring Recommendations

Critical Data Needs

1. Seasonal nutrient analysis: Direct measurement of dissolved inorganic nitrogen (nitrate, nitrite, ammonium) and phosphorus (total phosphorus) in surface water in both zones

and bottom water in deeper sections would confirm the hypothesized nutrient limitation patterns.

2. Thermal profiling: Continuous temperature monitoring at multiple depths would document stratification strength and mixing events, validating the partial mixing hypothesis.
3. Sediment phosphorus release potential: qualify sediment physical properties (color, texture, smell; free); quantify organic matter and solids content (~\$100/sample), eventually quantify sediment releasable phosphorus (~\$200 – 600/sample).
4. Stormwater characterization: Sampling of NE Cove inflows during rain events would quantify external nutrient loading and confirm nitrate as the limiting nutrient.

Conclusions

Roughly ten years of satellite and weather data strongly support a dual-mechanism model for Lake of the Pines algae blooms. The main lake body experiences summer blooms driven by internal phosphorus loading during partial mixing events that disrupt thermal stratification and deliver hypolimnetic nutrients to surface waters. The NE Cove experiences winter/spring blooms driven by external nitrate loading from precipitation events, with nitrogen limitation suppressing summer productivity despite favorable temperatures.

This spatial and temporal separation of bloom drivers has profound management implications. A single lake-wide strategy will be ineffective because the two zones require fundamentally different interventions targeting different nutrient sources at different times of year.

The consistency of patterns across 366 sampling events over nearly a decade provides high confidence in these conclusions. The proposed mechanisms are consistent with established limnological principles and can be further validated through targeted monitoring of nutrient concentrations and thermal dynamics.

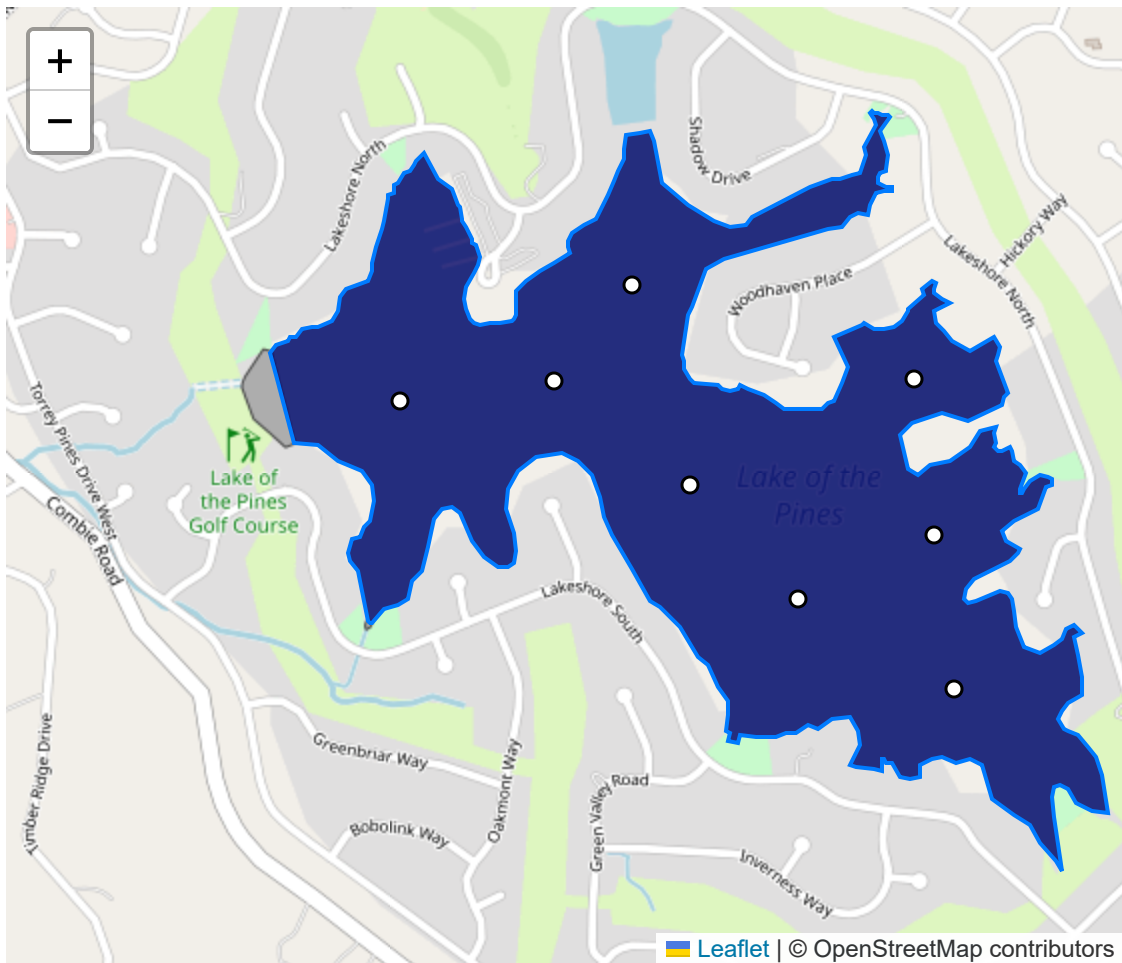
Visualization Mode: Both

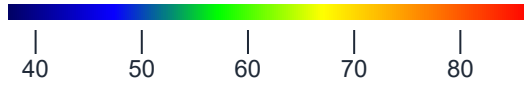
Data Label: Chlorophyll TSI

 Show Weather Data Show Regressions

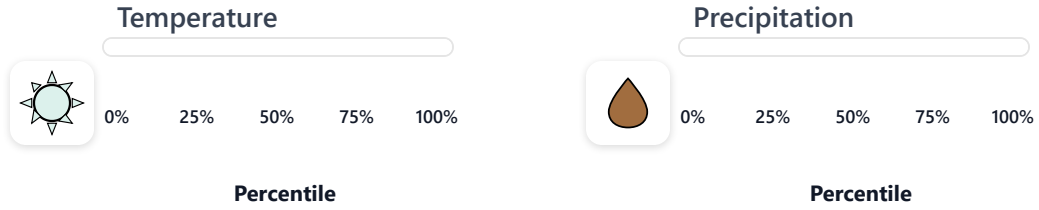
Algae Heatmap

Default





Chlorophyll Trophic Status Index (TSI)



Temperature Metric

Current ▼

Precipitation Metric

7-day Total ▼

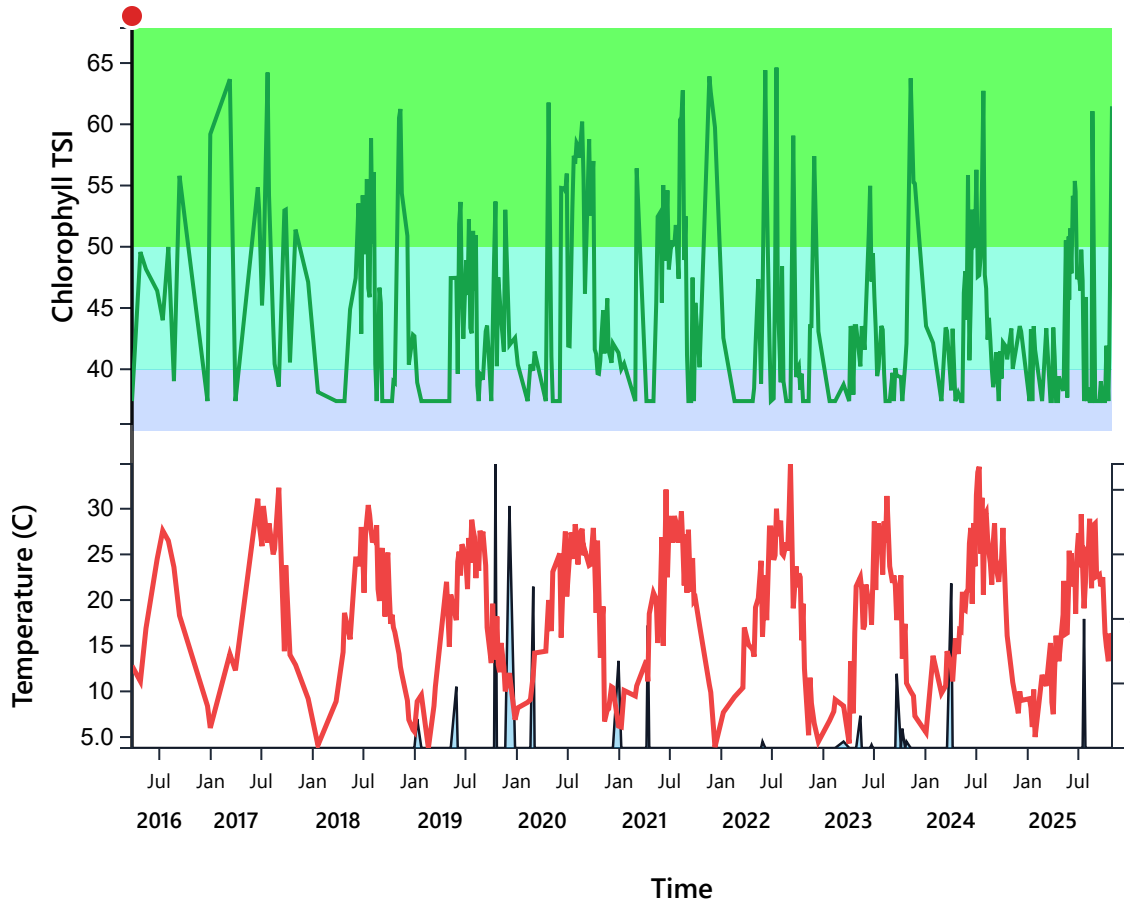
Context

Entire Period ▼

Algae Over Time

Chlorophyll TSI Display: Show Average ▼

Precipitation Display: Daily Precipitation ▼



Chlorophyll TSI
 Temperature
 Precipitation

Oligotrophic (Good)
 Mesotrophic (Medium)
 Eutrophic (Bad)
 Hypereutrophic (Very Bad)

Show Temperature
 Show Precipitation

Layout: Split (Stacked) ▾

Statistical Overlay

Chlorophyll TSI: None ▾
 Temperature: None ▾
 Precipitation: None ▾

Smooth Data with Moving Average

Chlorophyll TSI: None ▾
 Temperature: None ▾
 Precipitation: None ▾

March 25, 2016



Jan June Jan June Jan June Jan June Jan June Jan June Jan June Jan June
2017 2018 2019 2020 2021 2022 2023 2024 2025

Customize Time Series

Dynamic Temporal Heatmap Visualization



Lake of the Pines

Algae Bloom Analysis

Findings from ~10 Years of Satellite & Weather Data

366 Sampling Events | **8** Monitoring Sites | **2016-2025**

EXECUTIVE SUMMARY

Core Finding

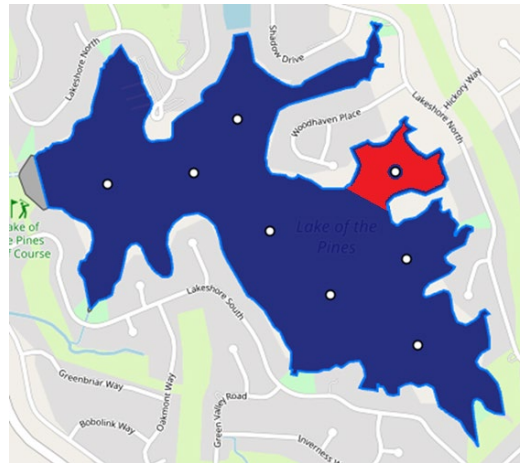
Lake of the Pines operates as two fundamentally different systems.

- The main lake body experiences summer algae blooms from internal nutrient loading and has less significant blooms due to the large volume of the lake
- The Northeast (NE) Cove experiences winter blooms from nitrogen input. Algae growth is significantly larger here, due to smaller volume of water and isolation from main lake.



Main Lake Body

Peak Season: Summer (Jun-Oct)
Driver: Internal P loading
Mechanism: Thermal stratification, partial mixing events
Bloom Freq: less likely

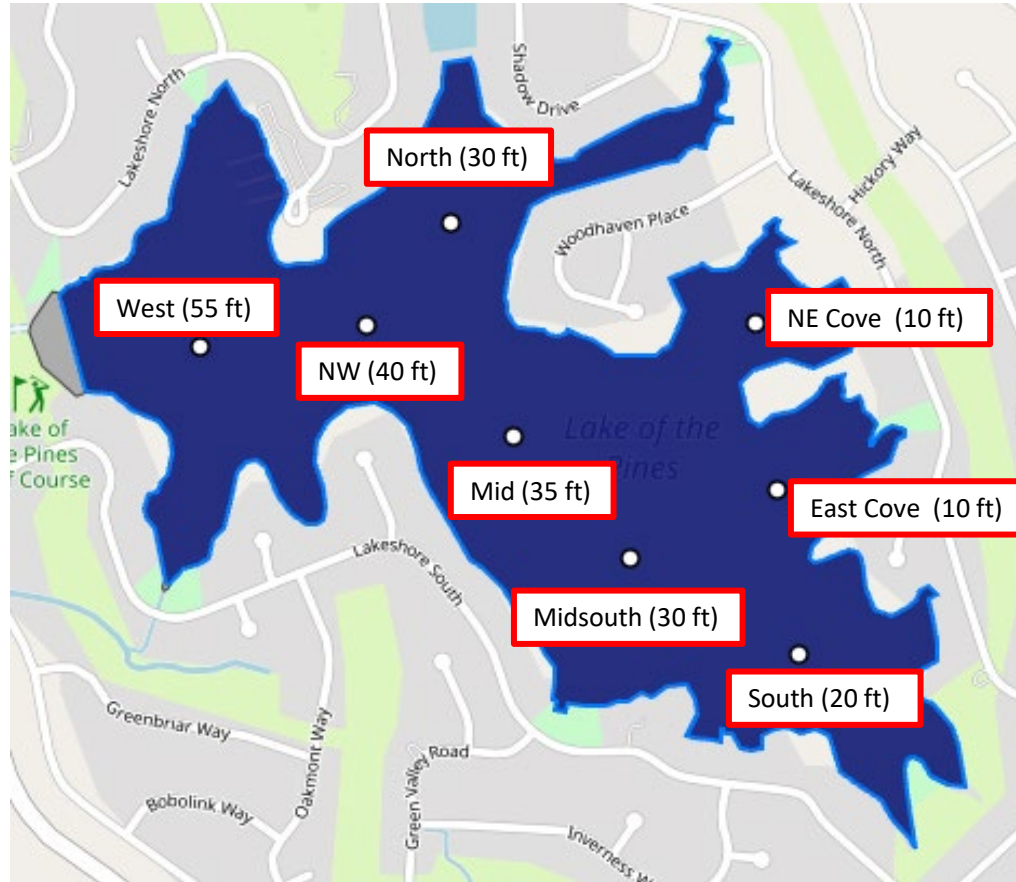


NE Cove

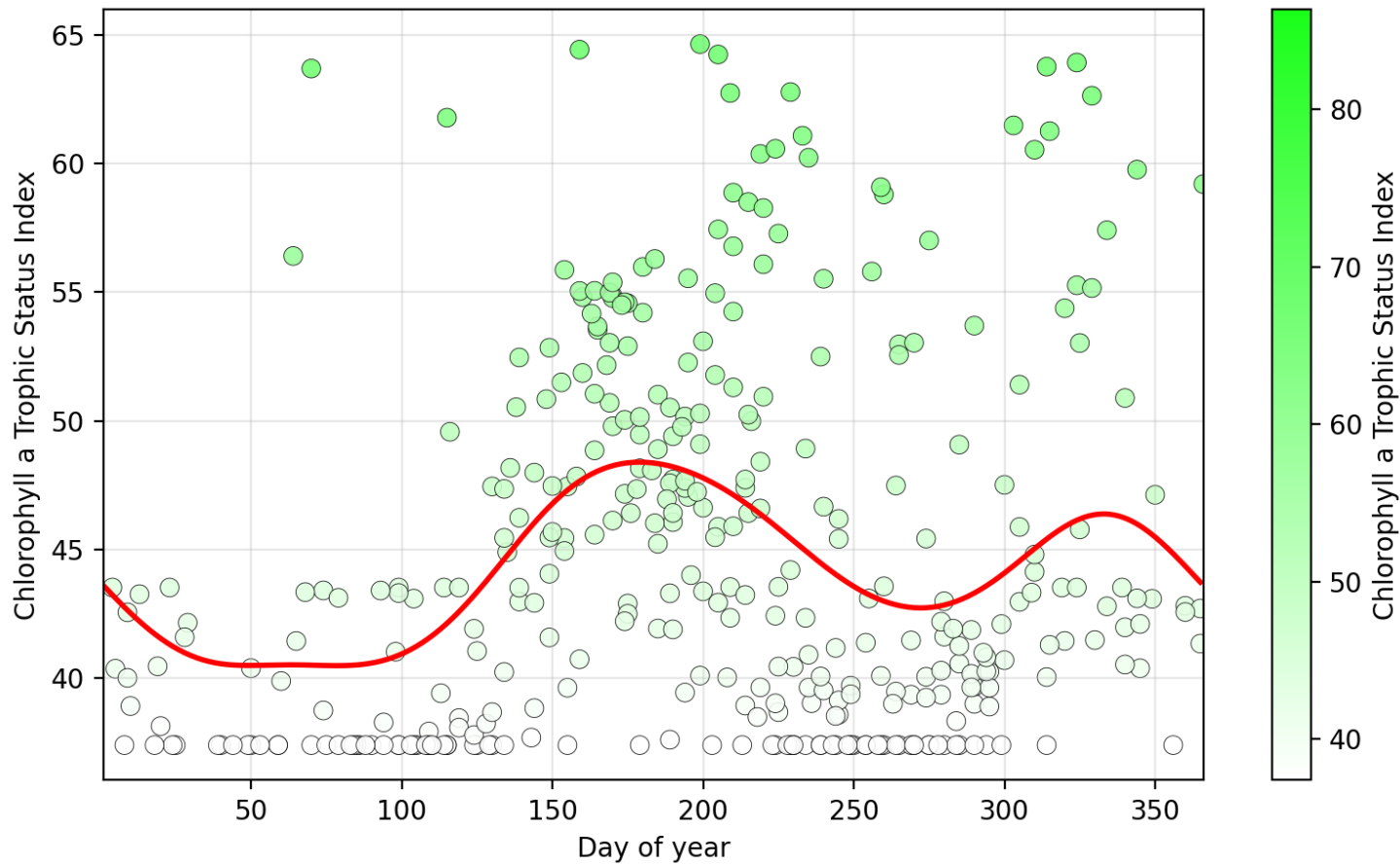
Peak Season: Winter (Nov-Apr)
Driver: External N loading
Mechanism: Rainfall delivers nitrate when denitrification is slow
Bloom Freq: much more likely

These contrasting patterns require zone-specific management approaches.

8 Key Locations with ~10 years of Satellite and Weather Data

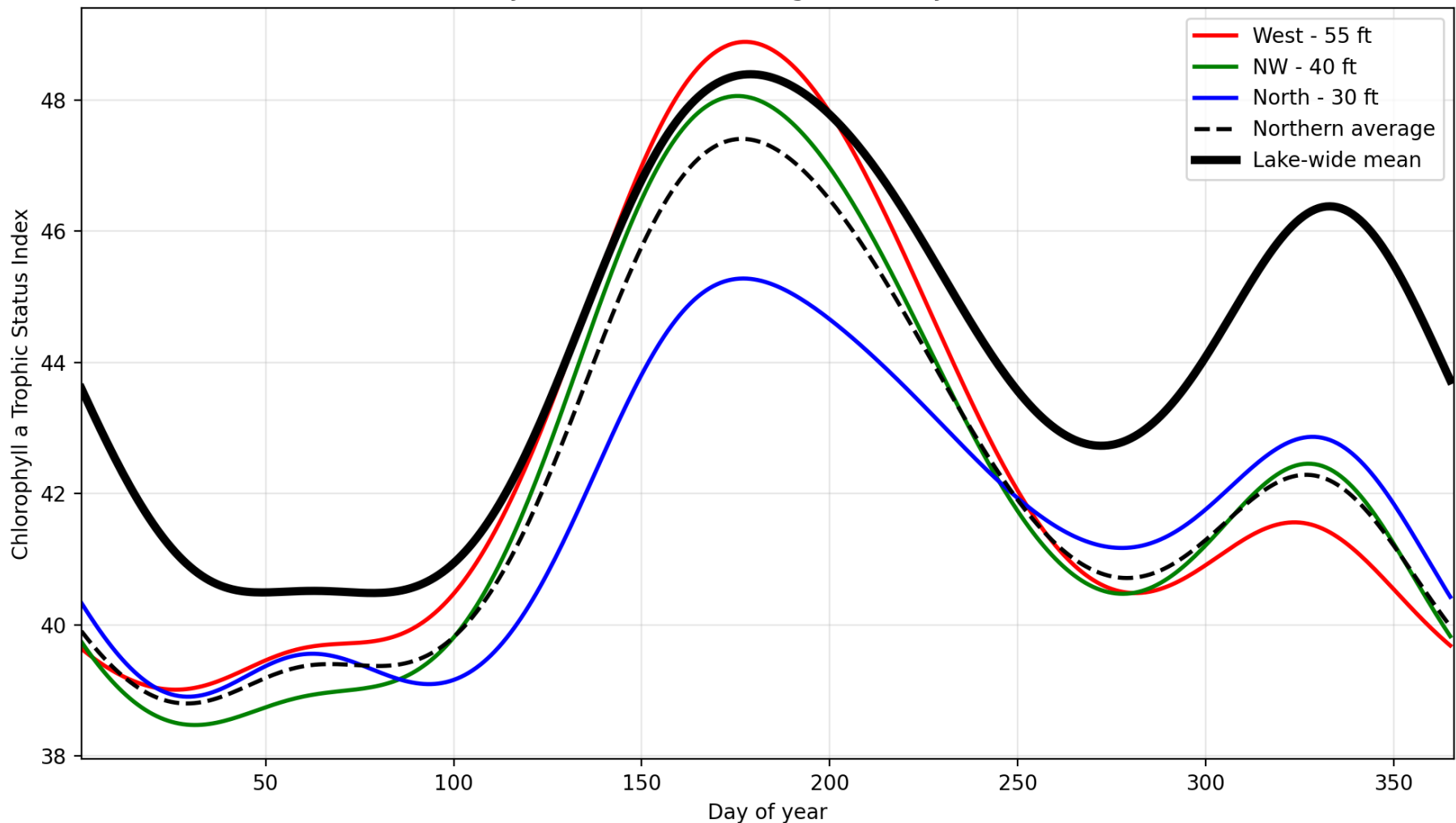


Lake-wide mean - TSI vs day of year (ALL data, circular kernel, 25-day)

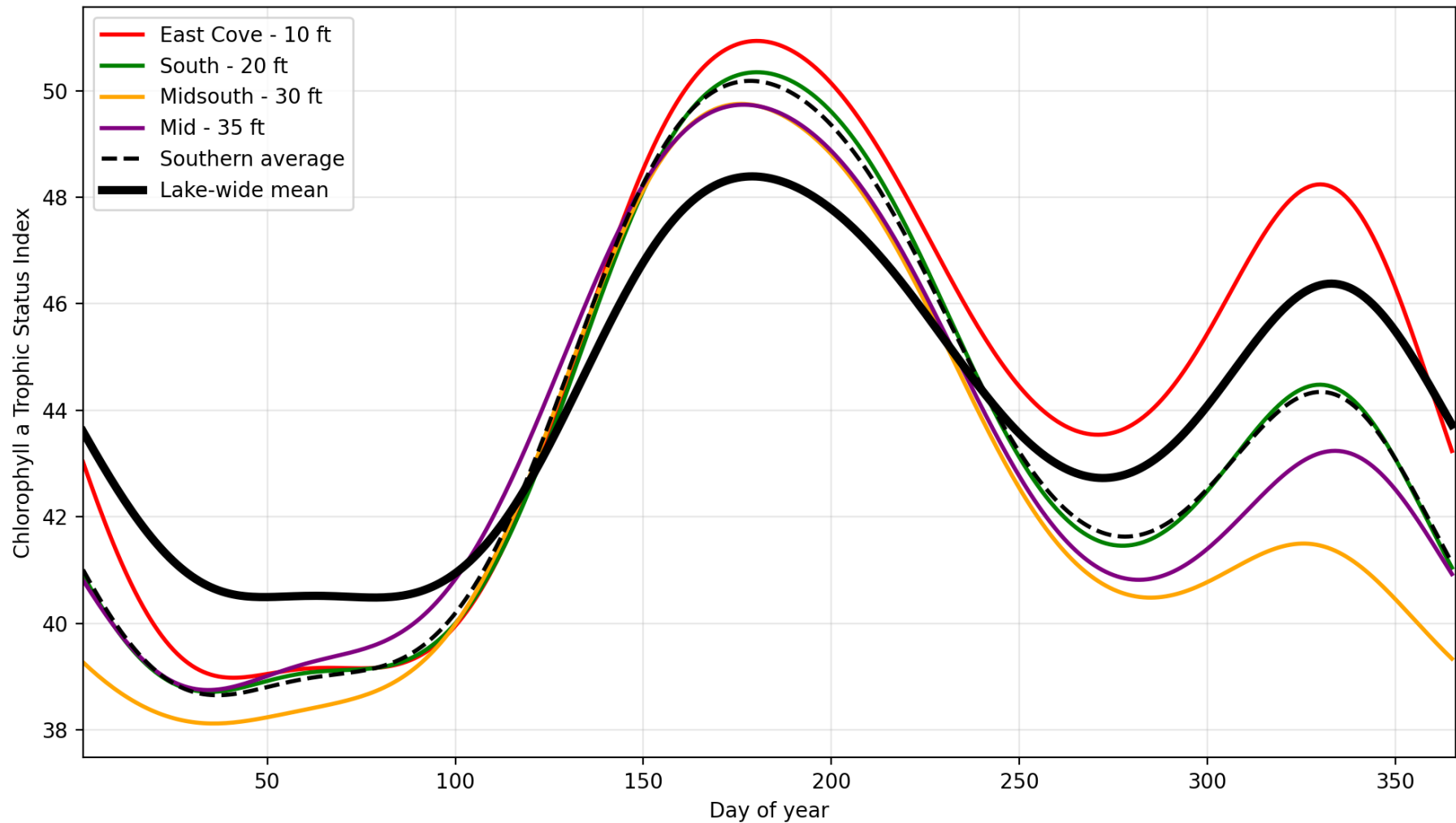


**Trends in Algae
with Season
and Location in the Lake**

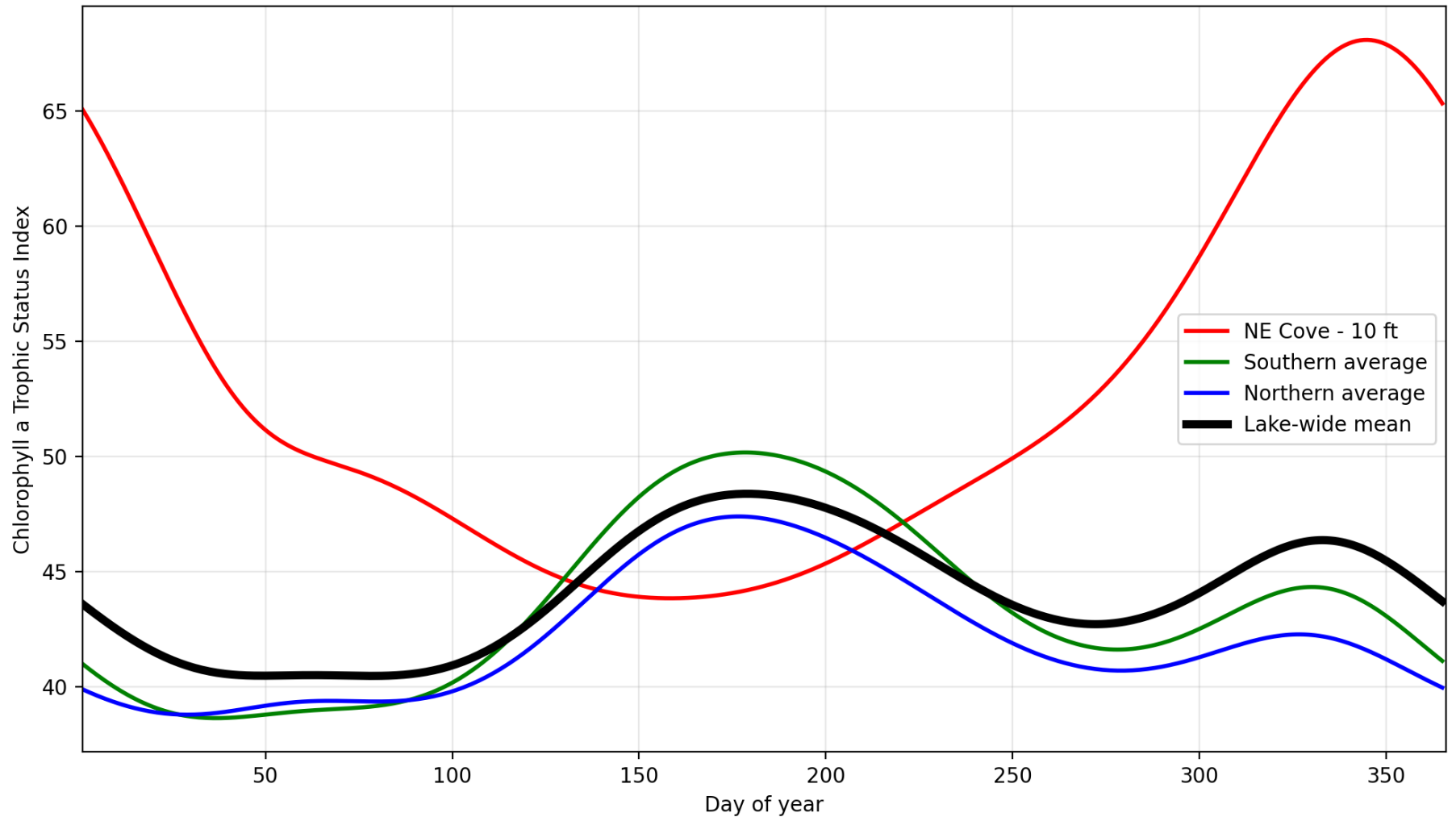
TSI vs Day of Year - Northern Region (25-day circular kernel)



TSI vs Day of Year - Southern Region (25-day circular kernel)



TSI vs Day of Year - Regional Comparison (25-day circular kernel)



KEY STATISTICS

9.5
Years

of continuous monitoring

366
Events

Satellite observations
(once per 10 days)

8
Sites

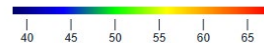
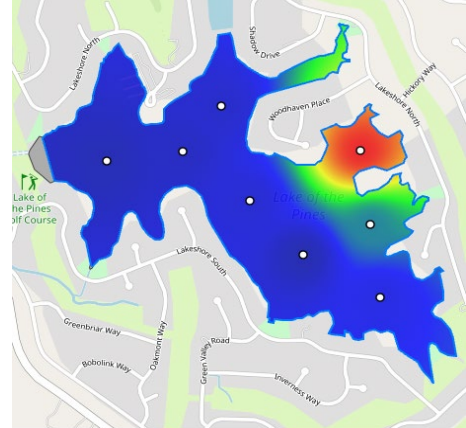
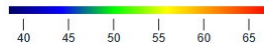
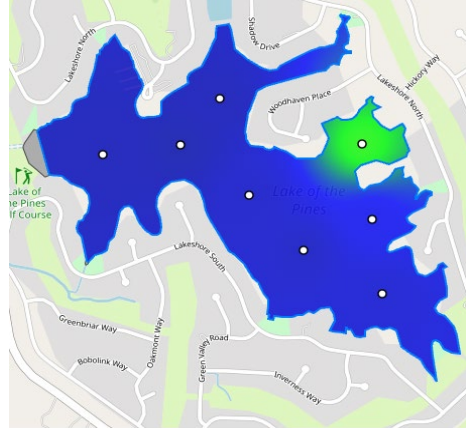
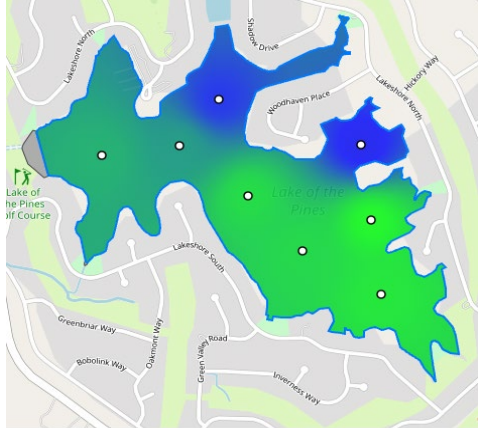
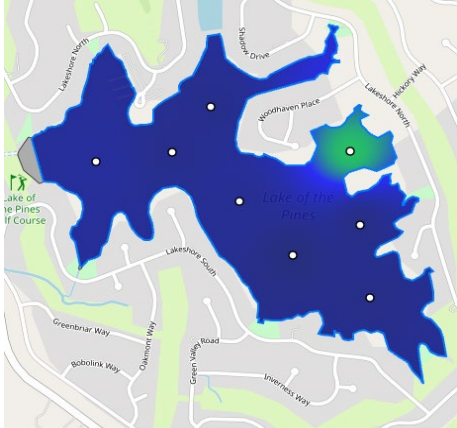
monitored across lake

45%
vs 28%

NE Cove vs Main Lake
algae bloom frequency

TSI Statistics by Site

Site	Depth (ft)	Mean TSI	Max TSI	Bloom Freq
North	30	42.3	73.4	21.6%
NW	40	43.2	66.0	28.7%
West	55	43.5	70.5	27.0%
Mid	35	44.4	74.1	32.2%
Midsouth	30	43.9	69.1	30.6%
South	20	44.7	86.4	33.9%
East Cove	10	45.8	86.4	39.1%
NE Cove	10	50.5	86.4	45.4%



Trophic Status Index (TSI)

< 50 = Good water quality; 50 – 70 = Eutrophic (bad water quality); > 70 = hypereutrophic (severe algae bloom)

Spring (Feb 1 – April 31)

- Best water quality of the entire year.

Summer (May 1 – July 31)

- High algae in Southern portion of the lake
- Medium algae in the Northern portion of the lake
- Minimal algae in the Northern and NE Coves.

Fall (Aug 1 – Oct 31)

- Algae in main body of the lake is reduced
- Algae buildup in the NE Cove begins
- This is before mixing of the entire lake and shortly after the peak temperature (usually late July).

Winter (Nov 1 – Jan 31)

- Algae is extremely high in NE Cove, while minimal everywhere else.
- The peak in NE Cove is mid December.
- This may suggest

FRAMING THE SITUATION

Situation

Lake of the Pines experiences good water quality, but periodic algae blooms affecting water quality and recreational use.

Question

What mechanisms drive blooms in each zone, and how should management strategies differ?

Complexity

Blooms occur at different times in different parts of the lake, suggesting multiple mechanisms at play.

Ideas

- Main lake needs internal P loading controls (summer)
- NE Cove needs external N loading controls (winter).



General Principles of Limnology

- Algae growth requires nutrients (N and P), light, and suitable temperature.
- Shallow waters cycle nutrients faster and are more susceptible to external inputs.
- Nitrogen will be removed from the system during the summer – less available in the summer, more available in the winter.
- Thermal stratification creates anoxic conditions that release sediment phosphorus.
- Phosphorus will generally be more available in the summer, less available in the winter.

ICEBERG MODEL: Events vs. Root Causes

Events (Visible)

Algae blooms observed at different times across lake zones

Surface Level

Patterns (Trends)

Main lake: summer - algae bloom when warm/dry.

NE Cove: winter - algae bloom when cold/rainy.

Structures (Systems)

Main Lake: Thermal stratification + anoxia

NE Cove: Shallow depth + rapid N removal in summer

Suspected Root Cause

Main Lake: P-limitation = sediment P release

NE Cove: N-limitation = Nitrate from water/mixing

Key Evidence

Main Lake Bloom Triggers:

- Best predictors =
 - 10-20°F cooling events in prior 30 days
 - Warm temperature correlation
- Negative precipitation correlation (rain does NOT cause it)

NE Cove Bloom Triggers:

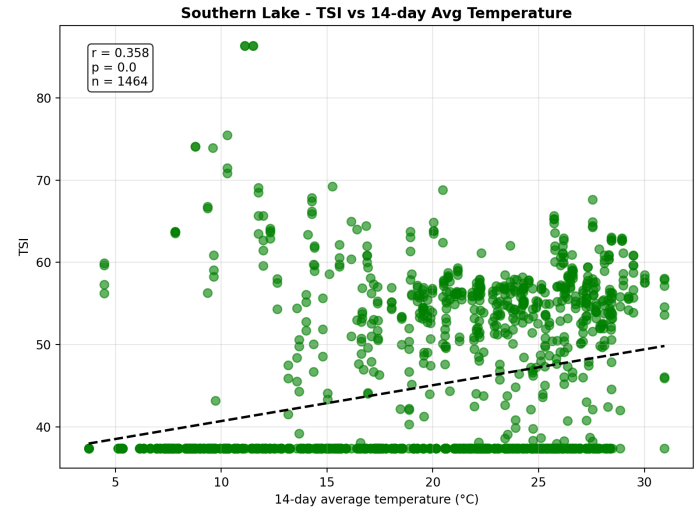
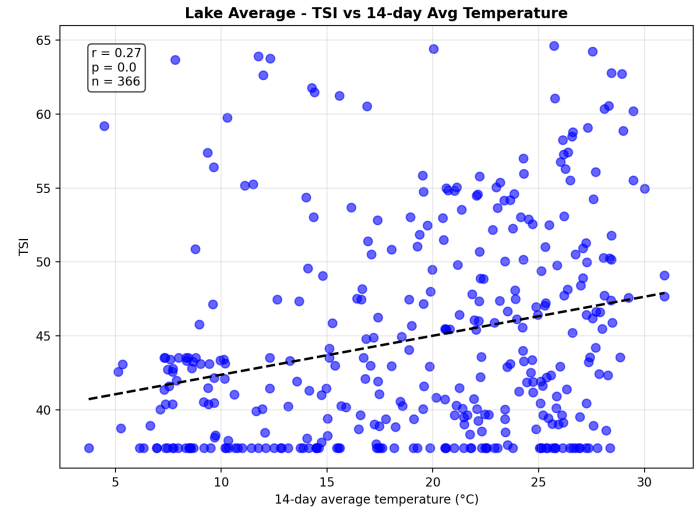
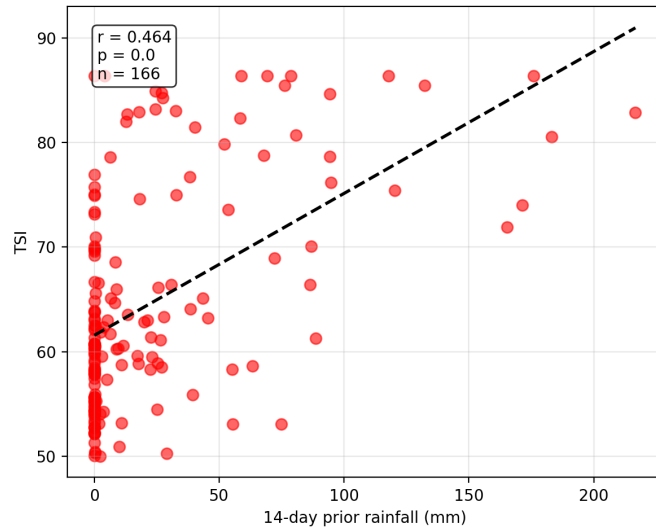
- Best predictor = 14-day prior rainfall
- Peak TSI in mid-December
- Negative temperature correlation
 - Unlikely to be driven by anoxia or phosphorus

Statistical Support:

- NE Cove: 45% bloom frequency (> 50 TSI)
- Main Lake: 28% bloom frequency
- Winter NE Cove TSI: 58.1 vs Main: 40.9

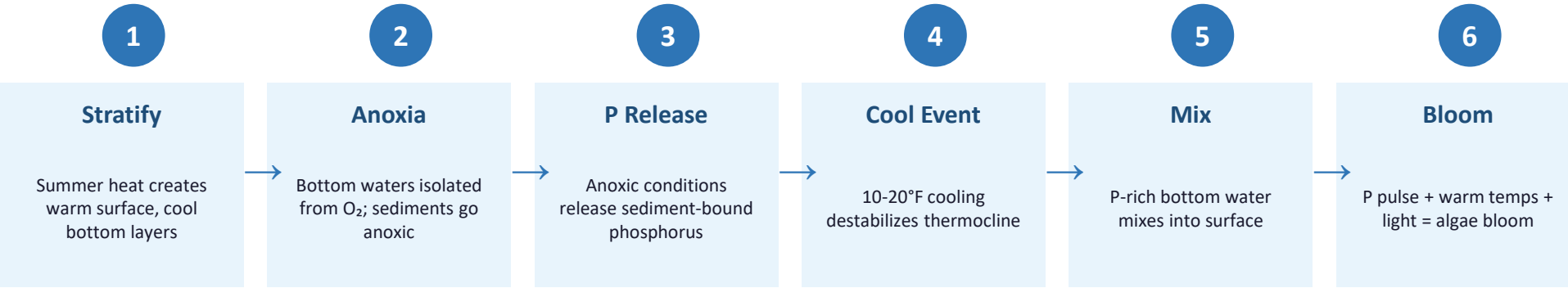
Best Predictors of Algae Blooms

- The lake was split into 3 categories:
 - The NE Cove, which has blooms in the winter
 - The Southern portion of the lake, which has blooms in the summer
 - The Entire lake average
- Rain was the best predictor of algae in the NE Cove (bottom left)
- The 14-day average temperature was the best predictor of algae in the Southern part of the lake and the overall lake average (right)



MAIN LAKE: Internal Loading Mechanism

The Partial Mixing Hypothesis



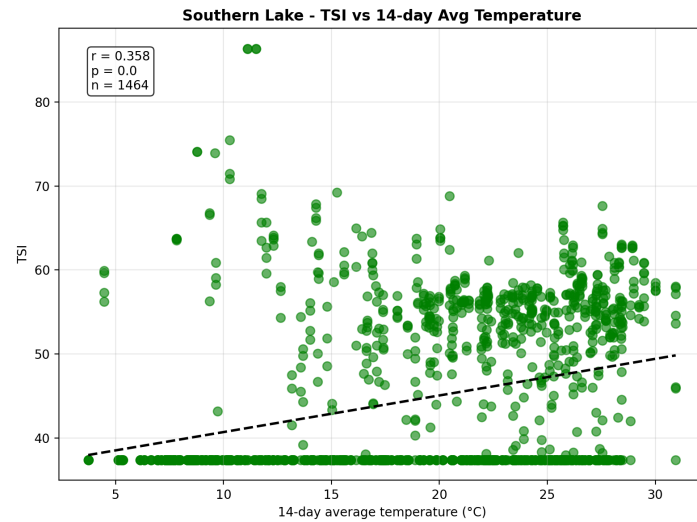
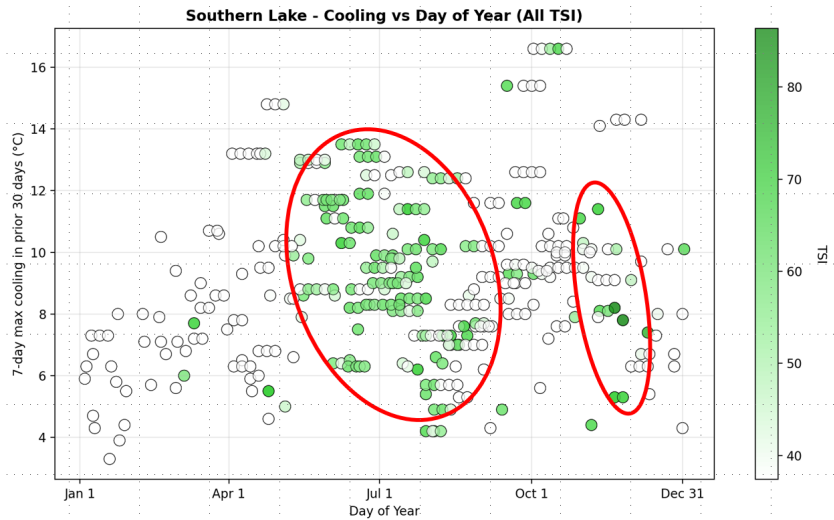
Supporting Evidence

Bloom Timing: TSI peaks June (50.0) and November (49.8) - summer stratification and fall turnover periods

Cooling Signature: Blooms (TSI \geq 50) between Jun 1-Oct 1 show many 10-20°F max cooling periods in prior 30 days

Spatial Pattern: South/East Cove sites initiate; synchronized response across main lake suggests single process

Precipitation: Negative correlation = internal sources dominate; rain dilutes rather than adds nutrients



North East COVE: External Loading Mechanism

The Nitrogen Limitation Hypothesis

SUMMER (Suppressed Algae)

Despite favorable conditions:

- Warm temperatures
- High light (shallow = 10 ft)
- Higher phosphorus availability

Suspected Limiting factors:

- Enhanced denitrification in warm sediments
- Rapid N cycling depletes available nitrogen
- **Result: N-limited, TSI ~46.6 (Mesotrophic = good)**

WINTER (Enhanced Algae)

Nitrogen limitation relieved:

- Rainfall delivers nitrate (atm. deposition + runoff)
- 14-day prior rain = best predictor

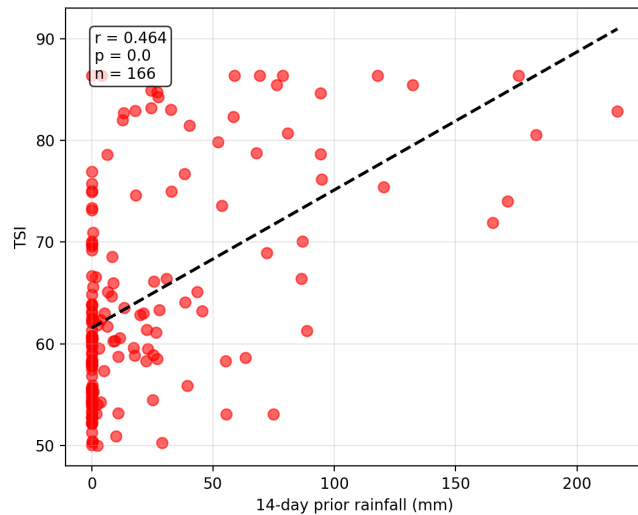
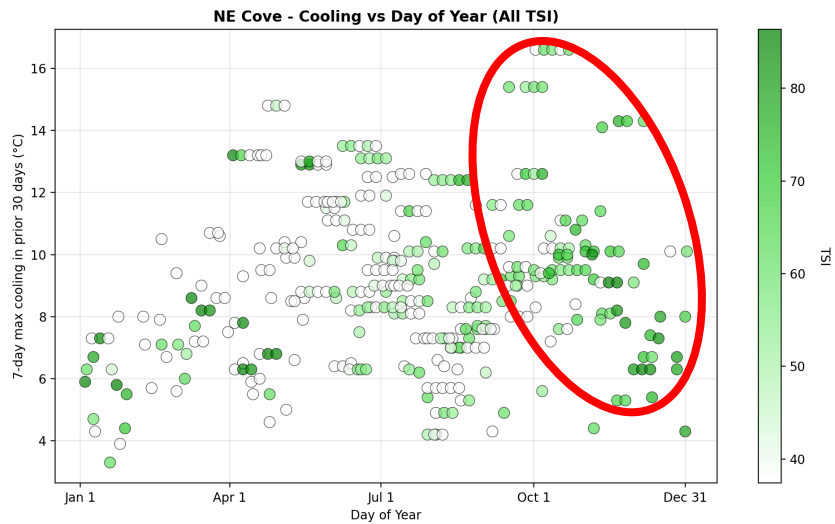
Denitrification suppressed:

- Cool temps slow microbial N removal
- Nitrate persists longer in water column
- **Result: N available, TSI ~58.1 (Eutrophic = bad)**



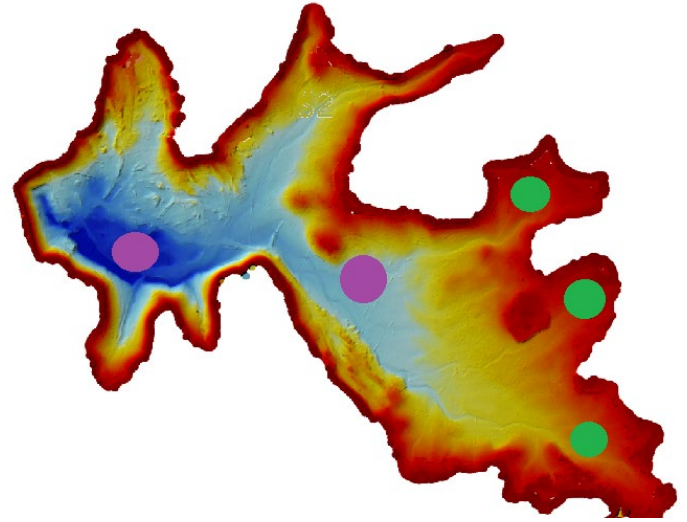
Critical Period: Mid-December Peak

- Fall lake mixing (Oct-Nov) delivers a nutrient pulse to NE Cove that, combined with rainfall-delivered nitrate and suppressed denitrification, produces annual maximum blooms peaking around day 350.
- The 5-15°C cooling signature between Oct 31-Dec 31 confirms mixing contribution.



MONITORING RECOMMENDATIONS

- Monthly sampling at 5 locations:
 - 1 water sample (Mid-depth) at **green dots**
 - 2 water samples (Surface water and bottom water) at **purple dots**
 - Therefore, 7 total samples
- The following samples ([Bend Genetics Pricing](#)):
 - Total Phosphorus = \$40
 - Total Nitrogen = \$40
 - Total Ammonia = \$40
 - Total Nitrate = \$40
 - \$160/sample x 7 = \$1,120/event
- Additional (free) analyses:
 - Chlorophyll (algae abundance) can be monitored with satellite imagery
 - Secchi disk depth
 - Sonde profile (if multiparameter sensor is owned)
 - Notes on any algae or water turbidity
 - Notes on any differences between sites (algae at one site but not another, turbid in one area)
 - Notes on any observed aquatic plants
 - Monitor LakeTech data (low DO, high temperature, turbidity, etc)
- Potential Future Analysis:
 - Sediment characteristics (free if you have a dredge – take pictures and LakeTech can interpret)
 - Sediment organic matter and solids content (~\$100/sample – 3 to 5 samples recommended)
 - Sediment phosphorus (not recommended right now, but potentially in 2027)



CONCLUSIONS



Dual-Mechanism Model Confirmed

Main Lake Body: Summer blooms driven by internal phosphorus loading during partial mixing events (10-20°F cooling) that disrupt thermal stratification

NE Cove: Winter/spring blooms driven by external nitrate loading from precipitation events, with nitrogen limitation suppressing summer productivity



Management Implication

This spatial and temporal separation requires zone-specific strategies: internal loading controls for main lake during summer, external loading controls for NE Cove watershed year-round.



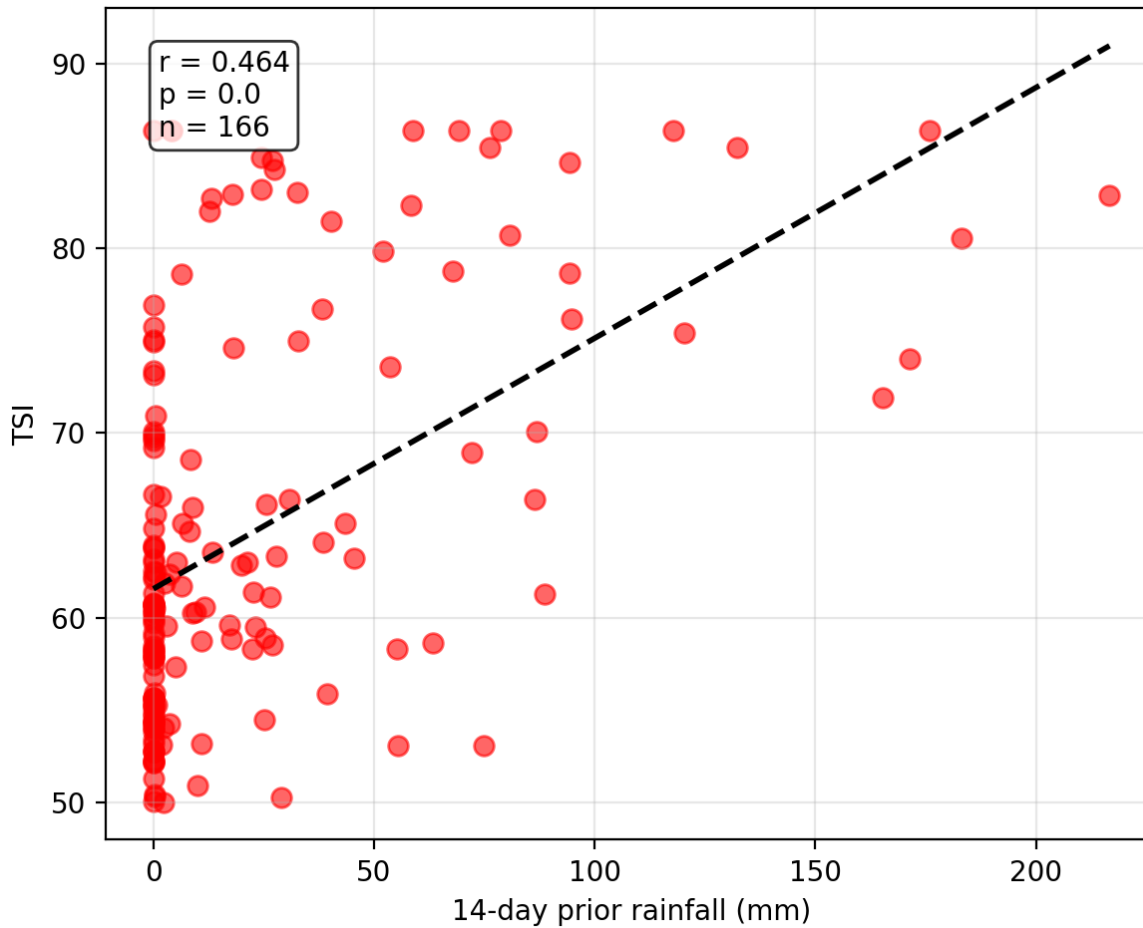
Evidence Base

Consistent patterns across 366 sampling events over 9.5 years provide high confidence. Mechanisms align with established limnological principles and can be further validated through targeted monitoring.

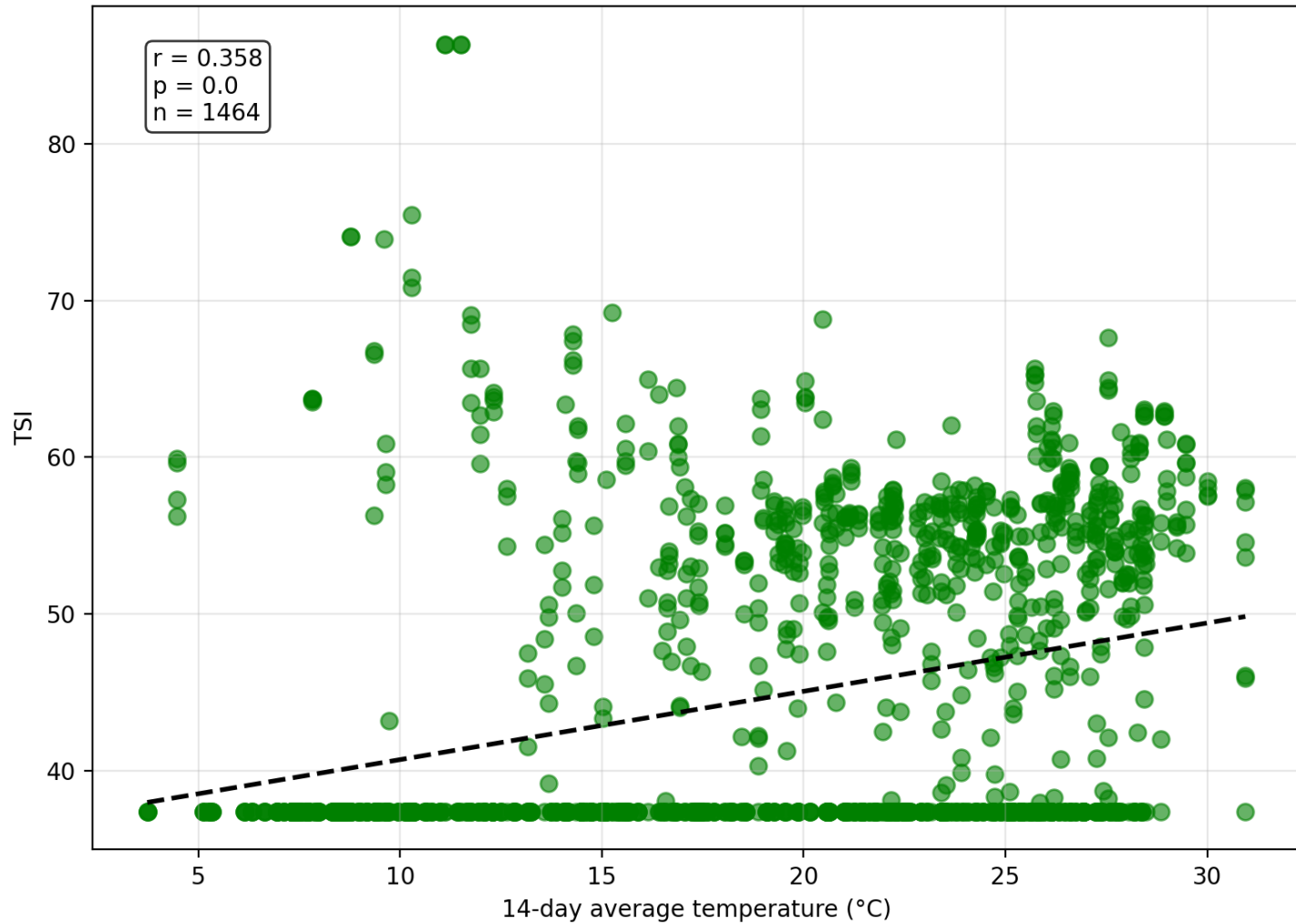
Additional Details and Figures

Predictors of Algae Blooms

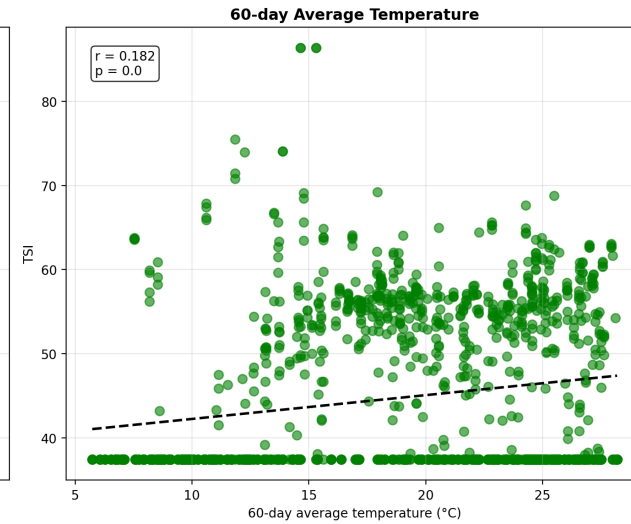
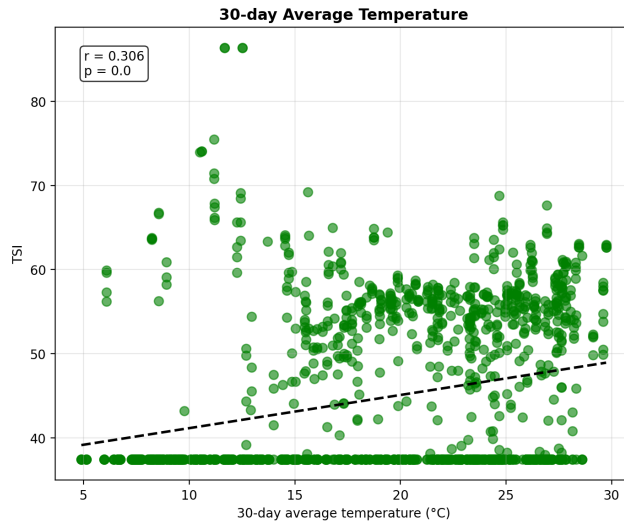
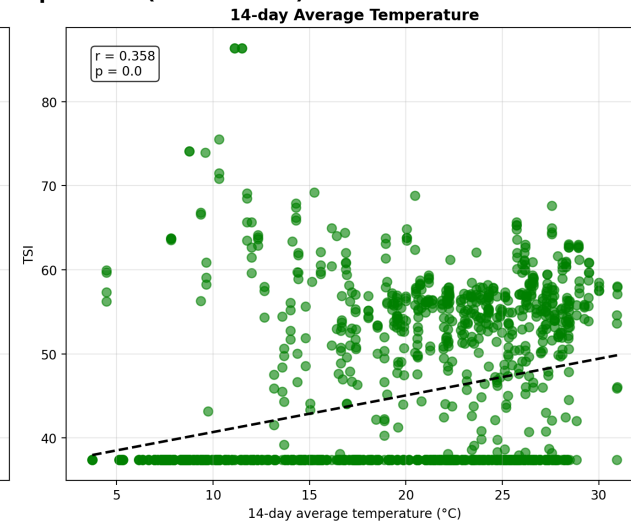
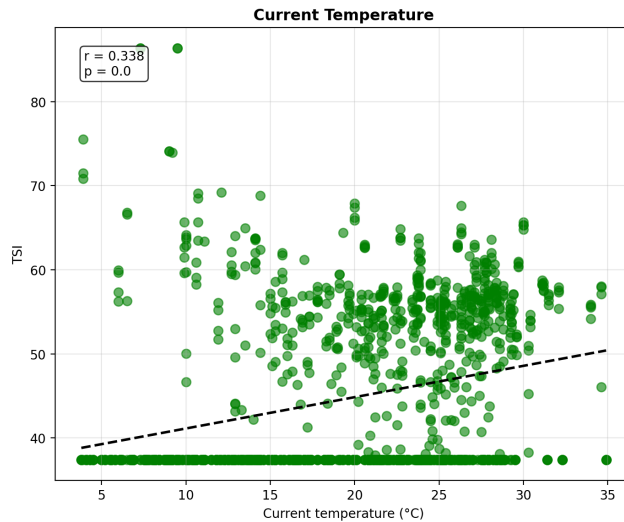
Northeast Cove – TSI vs Precipitation



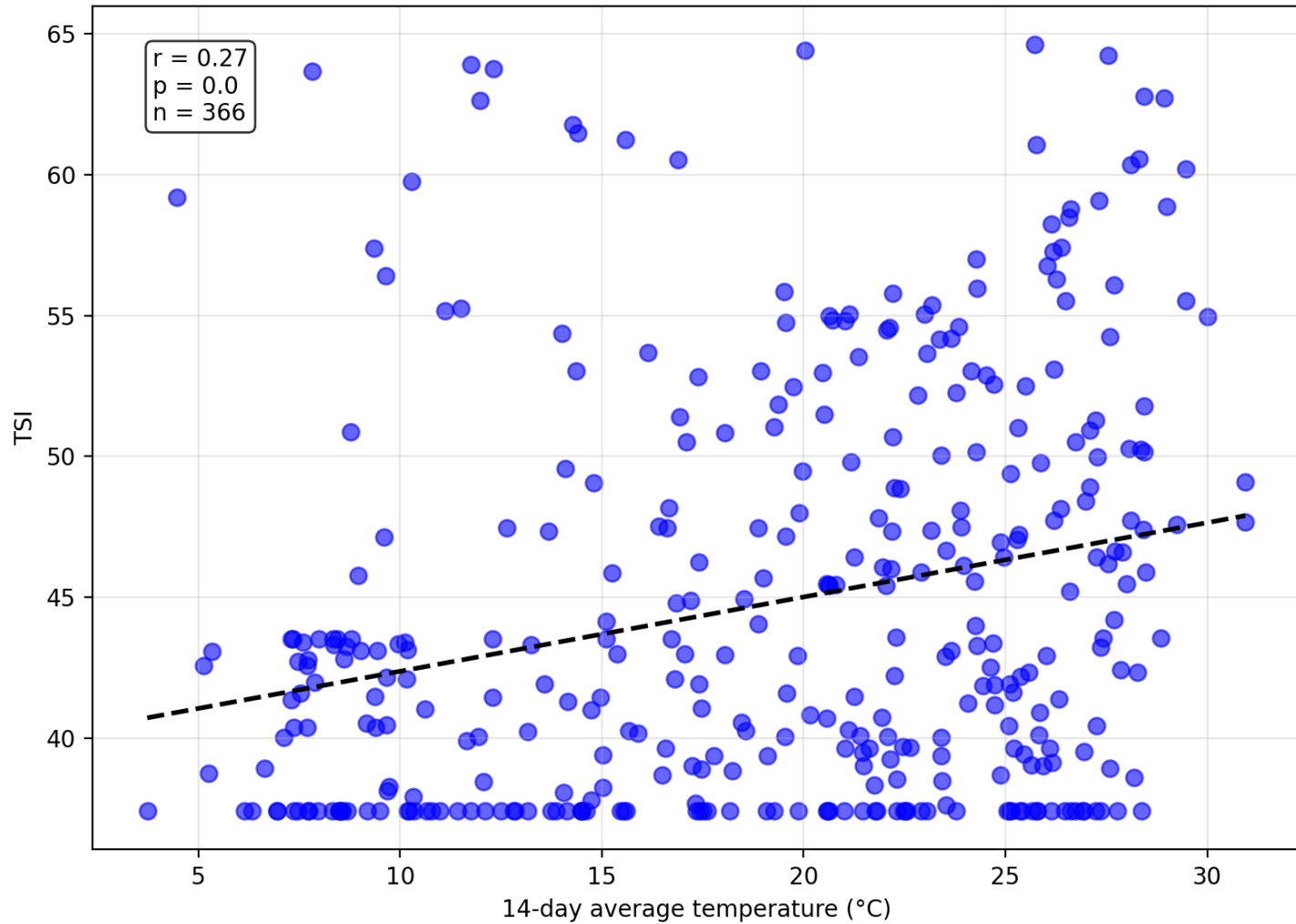
Southern Lake - TSI vs 14-day Avg Temperature



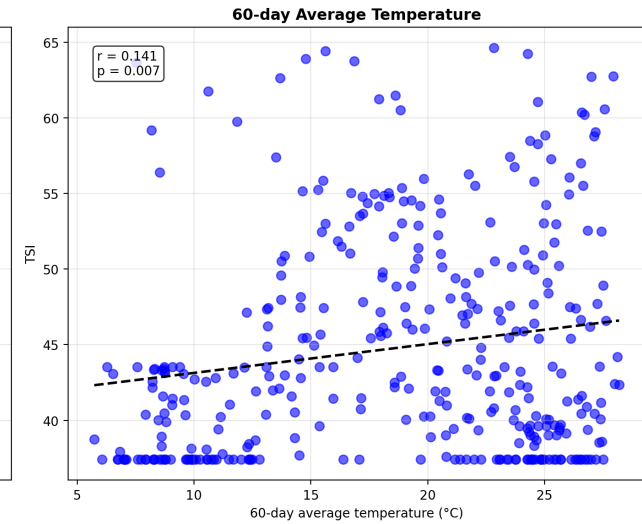
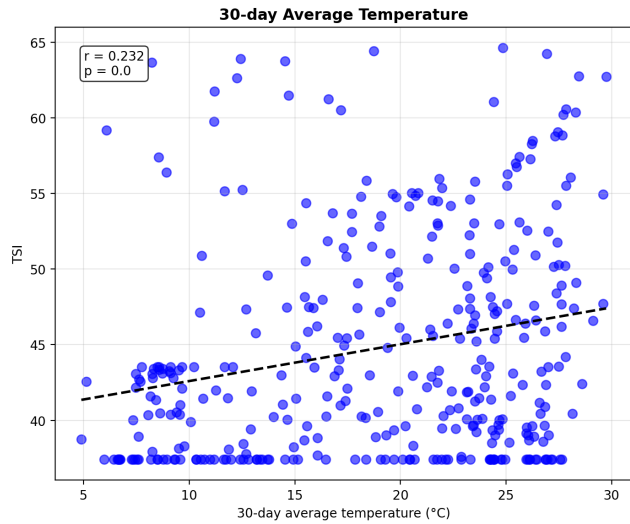
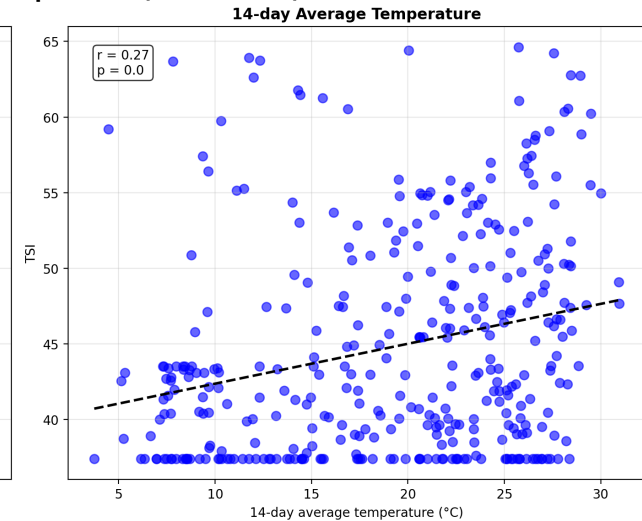
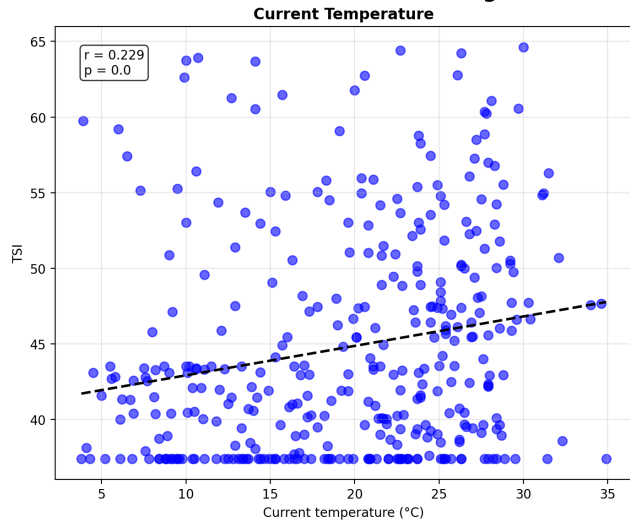
Southern Lake - TSI vs Temperature (All Windows)



Lake Average - TSI vs 14-day Avg Temperature



Lake Average - TSI vs Temperature (All Windows)



Cooling Events as Critical Drivers of Algae Blooms

- Cooling events during the summer (and occasionally in the fall) can cause the nutrient-rich bottom water to mix into the surface in the main body of the lake
- Cooling events in the fall and the spring can cause nitrogen to be replenished in the surface water in the NE Cove.
- There is a fairly high correlation between these cooling events (where the air temperature rapidly cools within a short period of time) and algae blooms within 30 days of the cooling event in the following slides.

Southern Lake - Cooling vs Day of Year (All TSI)



Lake Average - Cooling vs Day of Year (All TSI)

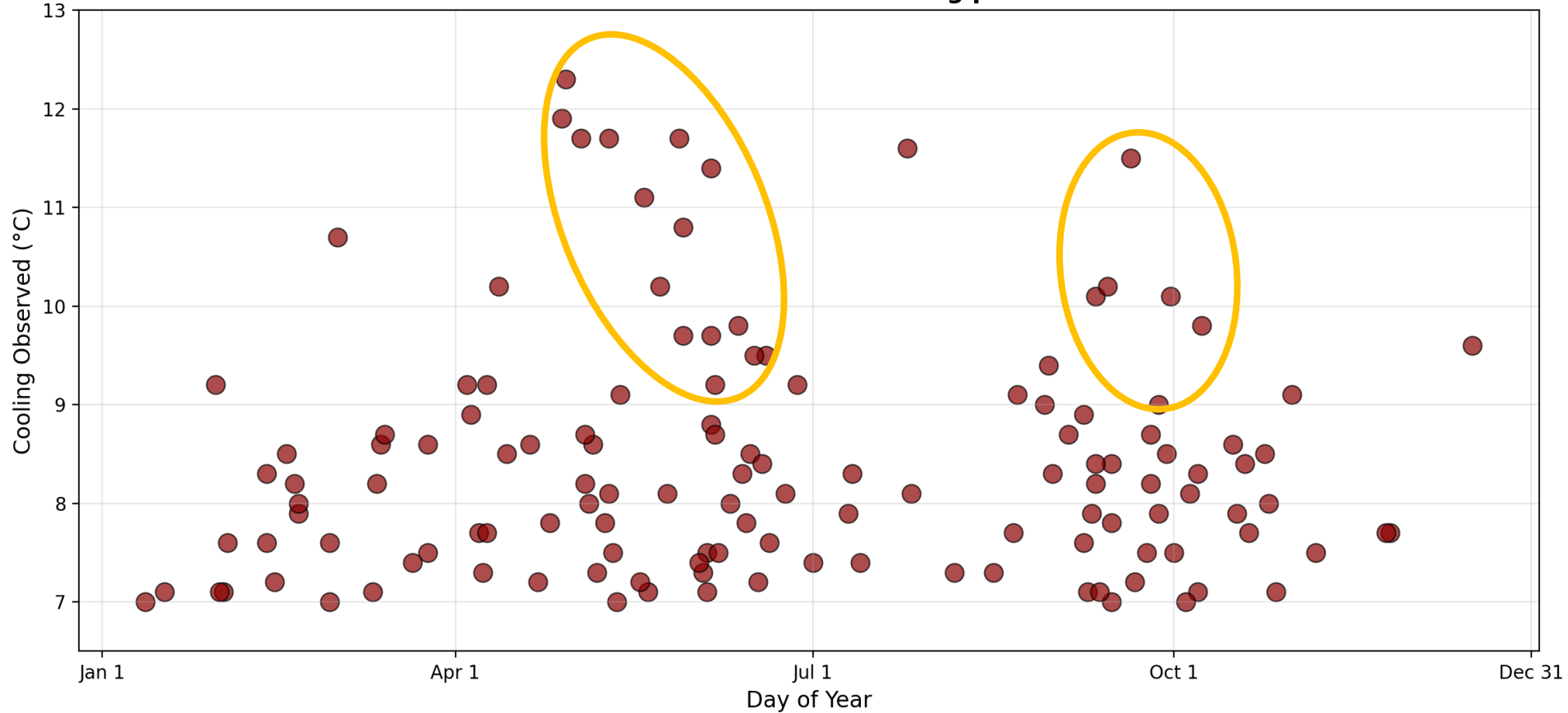


Predictors of Mixing Events

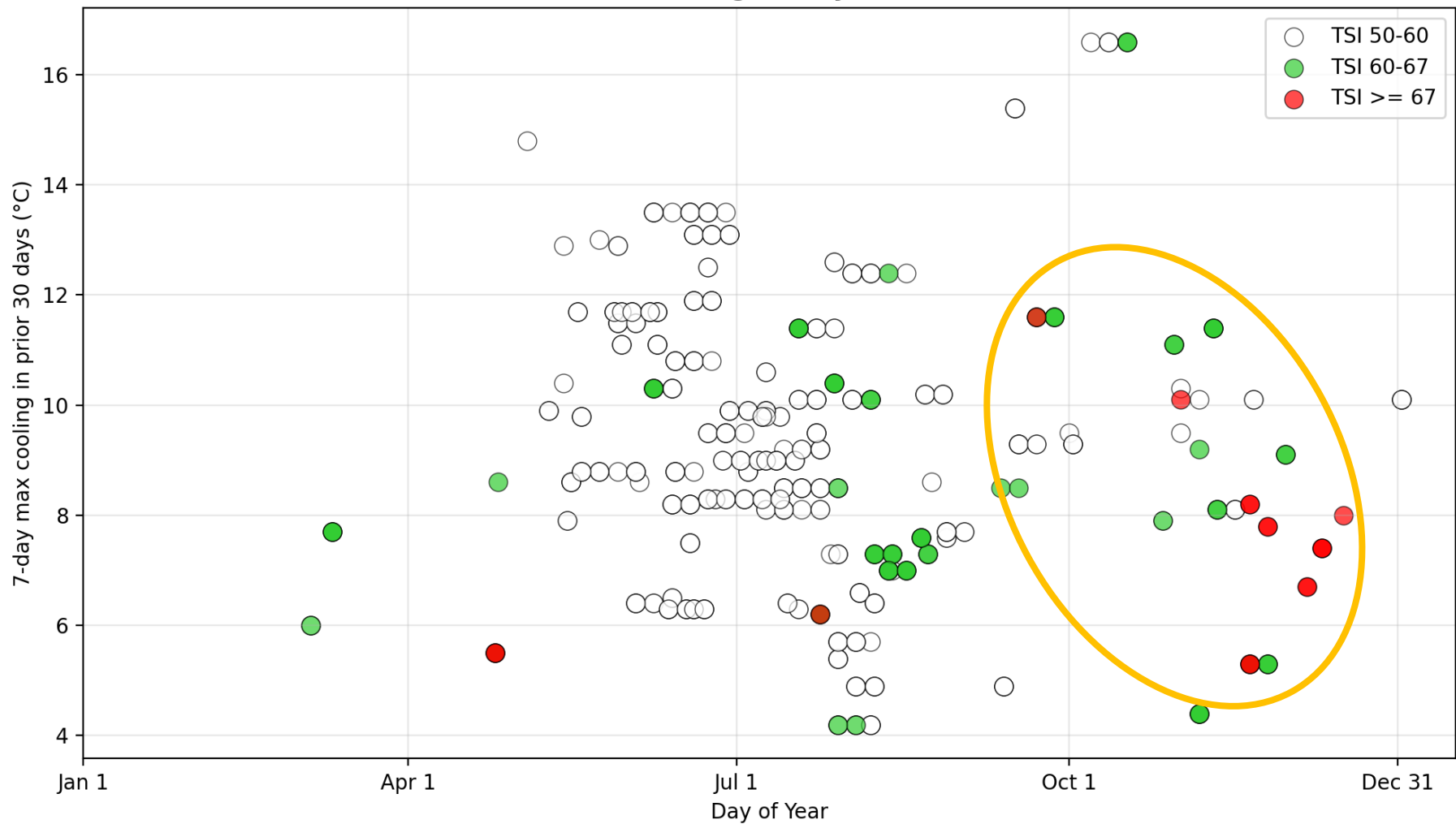
Predicting Cooling Events to Predict Algae Blooms

- The majority of very significant cooling events (> 10 C average temperature drop in less than 4 days) occurred:
 - Late May to Late June (early heat wave, then cooling)
 - Around October 1 (early cold front, likely revert to warm temperatures)

Cooling Events $\geq 7^{\circ}\text{C}$ within 4-Day Periods (2016-2025)
Date shown is start of cooling period



Southern Lake - Cooling vs Day of Year (TSI ≥ 50)



WATER QUALITY MANAGEMENT PLAN ◦ MARCH 2023

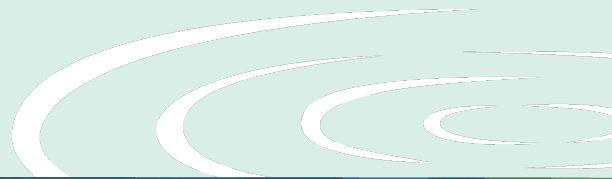
Water Quality Management Plan for the General National Pollutant Discharge Elimination System (NPDES) Permit for the Discharge of Lanthanum-modified Clay to Surface Waters of the United States in the San Diego Region

Water Quality Order # R9-2021-0056
NPDES NO. # CAG999003

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PREPARED FOR
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Vista, CA 92081-8840

PREPARED BY
Stillwater Sciences
2855 Telegraph Ave., #400
Berkeley, CA 94705



Suggested citation:

Stillwater Sciences. 2023. Water Quality Management Plan for the General National Pollutant Discharge Elimination System (NPDES) Permit for the Discharge of Lanthanum-modified Clay to Surface Waters of the United States in the San Diego Region. Amended April 2023. Water Quality Order # R9-2021-0056, NPDES NO. # CAG999003. Prepared by Stillwater Sciences, Berkeley, California for Vista Irrigation District, Vista, California.

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Appendices

- Appendix A. Vertical Water Quality Profiles for Lake Henshaw
- Appendix B. Supplementary Information

1 INTRODUCTION

Located in northern San Diego County, California, Lake Henshaw is a 52,000-acre foot (AF) surface water impoundment of the upper San Luis Rey River, north and east of the city of San Diego (Figure 1). The Vista Irrigation District (District) operates Lake Henshaw and groundwater wells within the 43,000-acre Warner Ranch surrounding the lake to provide municipal, domestic, agricultural, and recreational water supply for use by the District, the City of Escondido (Escondido), and the La Jolla, Rincon, San Pasqual, Pauma, and Pala Bands of Indians (the Bands). The lake also stores local runoff from several intermittent tributaries including the west fork and mainstem of the San Luis Rey River, the Agua Caliente, San Ysidro, Buena Vista, Matagual, and Carrista creeks, and several unnamed creeks (Figure 1). Other designated beneficial uses for Lake Henshaw water include industrial process and service supply; freshwater replenishment; rare, threatened, or endangered species habitat; hydropower generation; warm freshwater habitat; contact and noncontact recreation; and wildlife habitat (San Diego Regional Water Quality Control Board 2021).

The District was alerted to the possibility of Harmful Algal Blooms (HABs) in Lake Henshaw by remote sensing data made available through the California HABs portal (<https://fhabs.sfei.org/>) (San Francisco Estuary Institute 2022). In lakes and reservoirs, excessive seasonal cyanobacteria can result in low dissolved oxygen (DO), high pH, high un-ionized ammonia, and problematic levels of one or more cyanotoxins, including microcystin, cylindrospermopsin, anatoxin-a, and saxitoxin. At elevated concentrations, cyanotoxins can cause public health concerns and bioaccumulate in the tissue of aquatic biota, such as shellfish, fish, and marine mammals, potentially harming these organisms as well as the humans that consume them. Cyanobacteria blooms containing toxins are often referred to as HABs. In March 2020, the District began monitoring for the presence of cyanobacteria and cyanotoxins in Lake Henshaw. Since then, routine monitoring and laboratory analysis have confirmed the seasonal presence of elevated levels of the cyanotoxins microcystin and anatoxin-a at multiple sites in the lake.

Additionally, the District launched a project to manage HABs and cyanotoxins in Lake Henshaw and Lake Wohlford. Phase I objectives of this project included developing short-term solutions (defined as occurring prior to 2024) for mitigating or treating HABs; screening potential long-term alternatives (defined as occurring in the year 2024 or later) for preventing or minimizing HABs; developing a HABs Mitigation and Monitoring Plan that includes a Water Quality Monitoring Plan; and gathering relevant data to inform future phases of the project. The findings of Phase I were documented in the Lake Henshaw and Lake Wohlford Harmful Algal Blooms Management and Mitigation Plan (HABs Management and Mitigation Plan; Stillwater Sciences 2022a). The HABs Management and Mitigation Plan serves as the *Technical Report* for the District's application for the San Diego Regional Water Quality Control Board (RWQCB) General Permit for the Discharge of Lanthanum Modified Clay for the Mitigation of Phosphorus in Surface Waters of the United States Water Quality Order #R9-2021-0056 (herein referred to as the General Permit).

Based on consideration of numerous potential in- and out-of-lake management methods to control HABs, phosphorus inactivation/chemical sediment sealing through the use of lanthanum-modified clay was selected as one in a set of suitable methods for short- and long-term water quality improvements in Lake Henshaw. The goal of the lanthanum-modified clay application in Lake Henshaw is to remove bioavailable phosphorus (i.e., orthophosphate) from the water column and minimize or eliminate orthophosphate release from Lake Henshaw sediments during hypoxic ($DO < 2$ milligrams per liter [mg/L]) or anoxic ($DO = 0$ mg/L) conditions. The magnitude of orthophosphate release measured in Lake Henshaw sediment chambers was the largest ever measured in similar studies of California reservoirs (for additional details see *Technical Report* Section 2.2.2.3). Minimizing or eliminating such a high flux would reduce internal loading of phosphorus and the potential for this nutrient to support HABs (for additional details see *Technical Report* Figure 2-55). A fundamental assumption of phosphorus inactivation as a lake management technique is that phosphorus is the limiting nutrient and its control will, in turn, control nuisance algae growth. Existing information characterizing Lake Henshaw indicates the lake has shifted from a nitrogen-limited system to one that is phosphorus-limited on a total nutrient basis and on a bioavailable nutrient basis (i.e., orthophosphate, ammonia, nitrate) both nitrogen and phosphorus are present at high levels throughout the year (for additional details see *Technical Report* Section 2.2.2.4).

2 GENERAL PERMIT BACKGROUND

The Code of Federal Regulations Section 122.48 requires that all NPDES permits specify monitoring and reporting requirements. Water Code Sections 13267 and 13383 also authorize the San Diego Regional Water Quality Control Board to require technical and monitoring reports. This Water Quality Monitoring Plan (WQMP) adheres to monitoring and reporting requirements described in item no. 7 of the General Permit Attachment F – Fact Sheet, which implements the federal and State of California (State) regulations.

The WQMP describes the tasks and time schedules that answer the following questions:

1. Does the discharge of lanthanum-modified clay cause or contribute to an exceedance of receiving water limitations?
2. Does the discharge of lanthanum-modified clay cause or contribute to an exceedance of the “no toxics in toxic amounts” narrative toxicity objective?

Additionally, General Permit Attachment E – Monitoring and Reporting Program (MRP) establishes monitoring, reporting, and recordkeeping requirements that implement federal and State laws and/or regulations.

3 DESCRIPTION OF TREATMENT AREA

Lake Henshaw is fed by surface runoff as well as pumped inflow from the District’s Warner Ranch Wellfield. Water pumped from the wellfield flows by gravity into an approximately 1,800-foot unlined channel¹ before entering the intermittent San Luis Rey River upstream of Lake Henshaw, then flows for approximately one mile before entering the lake. During winter months, following significant precipitation events, natural, intermittent inflows to Lake Henshaw occur from the San Luis Rey River, West Fork San Luis Rey River, Matagual Creek, Carrizo Creek, Carrista Creek, Buena Vista Creek, and Agua Caliente Creek (Figure 1). During April through October in most years, water in the San Luis Rey River between Henshaw Dam and the Escondido Canal Diversion Dam is predominantly supplied by releases from the dam (Section 2.3 in the *Technical Report*).

The 52,000-AF Lake Henshaw produces an average annual yield of 13,500 AF of water for entitlements held by the District, Escondido, and the Rincon Band of Indians. The La Jolla Band of Indians also benefits from the passive recreational use of water released from Lake Henshaw to the San Luis Rey River as it flows through a campground operated on their reservation lands. The Diversion Dam and the start of the Escondido Canal also are located within the La Jolla Reservation, and the canal supplies water to the 6,500-AF Lake Wohlford.

Groundwater pumping at the Warner Ranch Wellfield began in 1951 at the start of wellfield operations, with regular sampling conducted by the District for field water quality indicators, major and minor ions, nutrients, and trace elements. The United States Geological Survey Groundwater Ambient Monitoring and Assessment program (USGS GAMA) also sampled the Warner Ranch groundwater and analyzed samples for general parameters, major ions, trace elements, nutrients, dissolved organic carbon (DOC), microbiology, volatile organic compounds (VOCs), wastewater compounds, and contaminants of emerging concern (CECs). Refer to Section 2.1.3 in the *Technical Report* for a complete summary of the historical monitoring data, analysis, and discussion.

In 2022, the District began monitoring the two inputs from the wellfield into Lake Henshaw, the wellfield terminus, and an outflow point associated with the 70s Wells. These data (Table 1) indicate that total phosphorus in Warner Ranch Wellfield terminus is predominantly bioavailable orthophosphate and concentrations are fairly steady at both locations. For the recent (2022) data, average concentrations at the wellfield terminus are roughly twice those at the 70s Wells and roughly 40% higher than the historical average (2000–2019, n=8).

¹ The HABs Management and Mitigation Plan (Stillwater Sciences 2022a) incorrectly refers to this feature as an unnamed stream. The channel is not indicated as a “blue line stream” on USGS topographic maps and is an artificially maintained conveyance between the Warner Wellfield terminus and the San Luis Rey River.

Table 1. Phosphorus concentrations in Warner Ranch Wellfield pumped groundwater during 2022.

Sample Date	Wellfield Terminus		70s Wells	
	Total Phosphorus (mg/L)	Orthophosphate (mg/L)	Total Phosphorus (mg/L)	Orthophosphate (mg/L)
1/3/2022	0.08	0.08	0.03	0.03
1/10/2022	0.08	0.03	0.08	0.03
1/18/2022	0.08	0.08	0.03	0.03
1/24/2022	0.04	0.03	0.09	0.08
1/31/2022	0.07	0.07	0.04	0.04
2/7/2022	0.07	0.07	0.03	0.03
2/14/2022	0.09	0.07	0.04	0.04
2/22/2022	0.08	0.07	0.03	0.03
2/28/2022	0.08	0.08	0.03	0.03
3/7/2022	0.08	0.07	0.03	0.03
3/14/2022	0.06	0.06	0.02	0.03
4/4/2022	0.06	0.06	0.02	0.03
5/31/2022	0.07	0.06	0.02	0.02
8/1/2022	0.08	0.07	0.04	0.04
9/6/2022	0.08	0.07	0.04	0.03
10/3/2022	0.07	0.07	0.03	0.03
11/7/2022	0.08	0.05	0.04	0.02
12/5/2022	0.06	0.07	0.02	0.02
Average	0.07	0.06	0.04	0.03

Sampling of water quality within Lake Henshaw began in 1978 as part of the USEPA National Eutrophication Study. Water quality parameters (i.e., DO, conductivity, pH, alkalinity, nutrients, chlorophyll-a) were collected as integrated depth samples at two sites (one site near the dam and one site in the shallow southern portion of the lake) and composited across sites for analysis. Secchi depth was collected at both sites. Since 1984, lake water quality samples have been collected by the District approximately semi-annually (e.g., June and December) for numerous minerals (i.e., magnesium, potassium, sodium), metals/metalloids (i.e., aluminum, antimony, arsenic, barium, beryllium, boron, cadmium, calcium, chromium, copper, iron, lead, manganese, mercury, nickel, selenium, silver, thallium, zinc), nutrients (nitrate), and other constituents (alkalinity, bicarbonate, carbonate, hardness, chloride, conductance, fluoride, hydroxide, pH, sulfate, surfactants, total dissolved solids, turbidity). Beginning in 2020, the District has collected additional water quality data at three sites within Lake Henshaw and one site immediately downstream of the dam. Beginning in March 2020, cyanotoxin (microcystin, anatoxin-a) samples were collected from at least two of these four sites. Nutrient (total phosphorus [TP], total nitrogen [TN]) samples were collected at two sites beginning in August 2020. The District eventually included both a surface and bottom water sample at one site, and the frequency of monitoring for both cyanotoxins, TN, and TP increased from approximately biweekly to weekly. Beginning in January 2021, nutrient analyses were expanded beyond TN and TP to include orthophosphate (PO_4^{3-}), nitrate (NO_3^-), and ammonia (NH_4^+). Refer to Section 2.2.2 in the *Technical Report* for a complete summary of this data, analysis, and discussion.

At full pool (spillway elevation 2,690.59 feet above sea level), Lake Henshaw has a surface area of 2,256 acres, a volume of 51,832.2 AF, and a maximum depth of 49 feet. The reservoir is broad and shallow, sloping gently from its northern, eastern, and southern edges towards a narrow, deeper channel near the dam. The surface area of Lake Henshaw varies seasonally. The typical average depth is roughly 8–20 feet, as the reservoir is rarely at maximum capacity.

4 LANTHANUM-MODIFIED CLAY - PHOSPHORUS INACTIVATION

Lanthanum-modified clay rapidly inactivates free reactive (i.e., orthophosphate or soluble) phosphorus as it moves down through the water column of a water body following application. Inactivation occurs when the lanthanum cation forms a chemical bond with the orthophosphate anion (PO_4^{3-}) to form an insoluble and biologically inert mineral called rhabdophane ($\text{La}(\text{PO}_4) \cdot \text{H}_2\text{O}$). Rhabdophane settles on and integrates with the bottom sediments of the water body, forming a thin (<2 mm) and permeable clay layer. Lanthanum-modified clay also binds orthophosphate in sediment pore waters, thereby inactivating bioavailable phosphorus released from the sediments.

5 LANTHANUM-MODIFIED CLAY APPLICATION METHODOLOGY

During the proposed 2023 lanthanum-modified clay application, the District expects that the reservoir will be at 5%–60% capacity, which corresponds to approximately 600–1,800 surface acres, respectively. All areas within Lake Henshaw, including various coves, are subject to treatment with lanthanum-modified clay. The lanthanum-modified clay treatment surface area will be a function of the lake’s capacity at the time of treatment, accessibility, and cost and labor feasibility.

Approximately 28,630 pounds of bioavailable phosphorous (i.e., orthophosphate) will be targeted for inactivation in Lake Henshaw. The mass-based stoichiometry for the lanthanum-modified clay product that will be used is 50 pounds of lanthanum-modified clay for every 1 pound of bioavailable phosphorus. Given this stoichiometry, approximately 1,432,000 pounds of lanthanum-modified clay would be needed to inactivate all of the bioavailable phosphorus. As this amount of lanthanum-modified clay is greater than what is reasonable or affordable to apply in a single treatment, the District proposes to apply within the range of 24,000 – 716,000 pounds of lanthanum-modified clay per treatment, with no more than 716,000 pounds total applied in a given year. This translates to 0.9–26.7 milligrams per liter (mg/L) or parts per million (ppm) lanthanum-modified clay per treatment, with the most likely application range being substantially lower at 0.9–2.7 mg/L due to cost constraints. The above dosing amounts were calculated following analysis of water and sediment samples collected from ten locations in Lake Henshaw in February 2023. The calculations assume a lake surface area of approximately 1,200 acres.

All personnel working on the application team will be certified and properly trained for the application of lanthanum-modified clay. The application team will follow the product label, material safety data sheet (MSDS), and all other applicable state and federal laws associated with implementation of this project. Lanthanum-modified clay granules will be staged at a designated area onshore and loaded into application boats. The lanthanum-modified clay granules will be mixed into water slurry in a collection tank on each boat, and the slurry will be broadcast evenly across the lake water surface at a specific volume per acre. Each boat will be equipped with a

Global Positioning System (GPS) guidance system in order to regulate application rate and ensure even dosing across the lake. Each application event is projected to be completed in 2–4 days, with the first application tentatively planned to occur in April/May 2023. Figure 2 depicts the form that will be used to document application activity.

I. GENERAL

Date _____ Location _____ Start Time _____ Stop Time _____
 Agency _____ Personnel _____
 Weather _____
 Total Area Treated (AC or linear ft) _____ Target Weed(s) _____

II. : LANTHANUM – MODIFIED CLAY (LMB) INFORMATION

Amount of LMB Used: _____ Rate or Target Concentration: _____
 Method of Application: _____

III. TREATED WATERBODY INFORMATION

Waterbody type (Circle One: reservoir, lake, pond) Other: _____
 Water flow (cubic ft/sec) _____ Water Depth (ft): _____ Water temperature (F): _____
 Color: (circle one) none brown green other: _____ Clarity (circle one) poor fair good
 Other Information:

IV. GATES, WEIRS, CHECKS OR OTHER CONTROL STRUCTURES (ONLY FILL OUT IF APPLICABLE)

A. Are there any gates or control structures in the treatment area that may allow discharge of treated water outside of the treatment area?? Yes No
 (If the answer to question A is Yes, then answer question B below, otherwise leave blank)

Before Application

B. Have flow control structures been closed to prevent unintended discharge from the treatment area? Yes No
 C. Have flow control structures intentionally remained open to meet pre-project flow requirements? Yes No

During Application

D. Were flow control structures inspected for discharge? Yes No
 E. If discharge occurred; provide detail in the table below

Gate Location/Description	Time Closed	Time Opened	Approximate Flow (cubic ft/sec)

VI. CERTIFICATION

I _____ (print name) certify that the WQMP has been followed (sign here): X _____

Figure 2. Lanthanum-modified clay application log.

6 TRANSPORT, FATE AND FACTORS INFLUENCING LANTHANUM-MODIFIED CLAY USE

Laboratory analysis of samples collected from the lake approximately weekly from January 2021 through present indicate that total phosphorus (TP) is highest during summer months, ranging 0.3 to 0.8 mg/L, when TP is suspended within the water column inside of phytoplankton cells. Orthophosphate concentrations tend to peak during late/summer fall, following the onset of hypoxic (DO < 2 mg/L) or anoxic (DO = 0 mg/L) conditions in lake bottom waters and/or sediments, which can release orthophosphate into the overlying water column (for additional detail see *Technical Report* Section 2.2.2.3). TP content of Lake Henshaw sediments based on samples collected at four sites in 2021 ranges approximately 1,200 to 4,000 milligram per kilogram (mg/kg), which is relatively high (Beutel 2021). These elevated levels of phosphorus due in large part to internal loading is a substantial factor driving poor water quality in the lake.

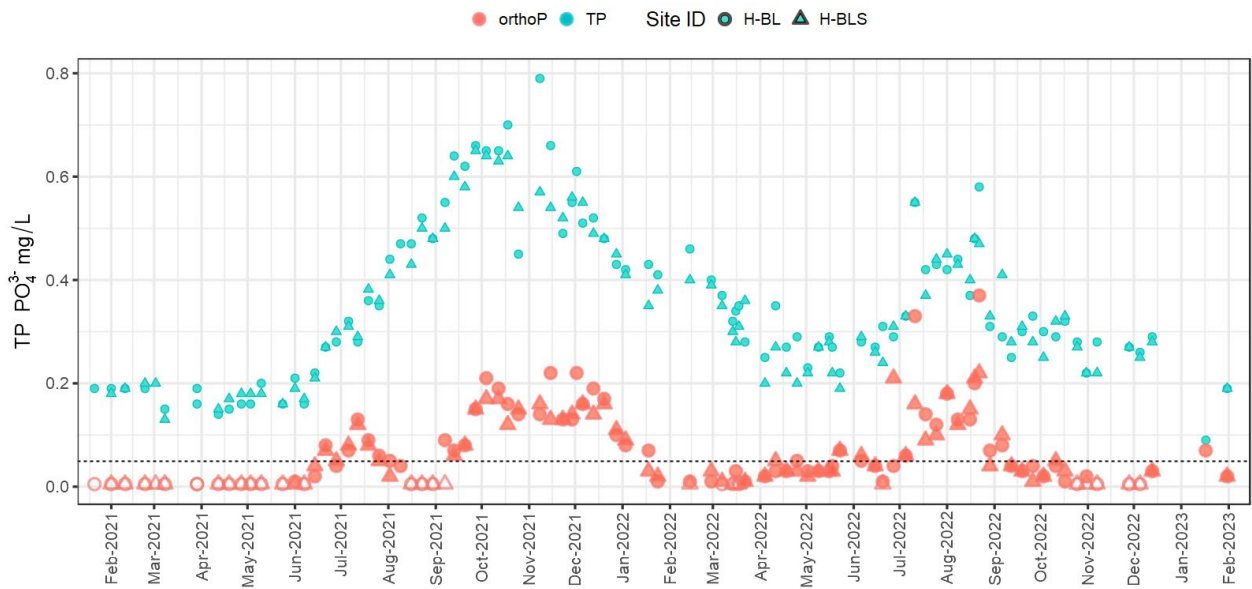


Figure 3. Total phosphorus (TP; pink) and orthophosphate (PO_4^{3-} ; blue) at buoy line surface (H-BLS; triangle) and buoy line bottom (H=BL; circle) sites in Lake Henshaw, January 2021 through early February 2023. Analytical laboratory quantification limits (QLs) are shown as dashed line. All results below the quantification limits are considered estimated values. Results reported as non-detects by the analytical laboratory are shown as 0.5 x instrument sensitivity limit (0.01 mg/L) and represented by open circles and triangles. No method detection limit (MDL) was reported by the analytical laboratory.

As part of the District's consideration of numerous potential in- and out-of-lake management methods to control HABs, a variety of source control measures have been completed or are currently being investigated to prevent future external loading of phosphorus to Lake Henshaw:

- In February 2021, the District discontinued the use of sodium hexametaphosphate, an anti-scalant, in the Warner Ranch Wellfield, where the wellfield is a major source of water for Lake Henshaw. The District used the orthophosphate-containing anti-scalant from February 2015–January 2021.

- The District is currently investigating options for treating Warner Ranch Wellfield input to Lake Henshaw to bind orthophosphate in flowing water coming from the wellfield before it enters the lake. There are two inputs from the wellfield into Lake Henshaw; the wellfield terminus and an outflow point associated with the 70s Wells. The District is currently monitoring both locations for total phosphorus (TP) and orthophosphate (OP) concentrations. Analysis of 18 samples taken throughout 2022 at the wellfield terminus and an outflow point associated with the 70s Wells showed an average of 0.07 mg/L TP and 0.04 mg/L TP and an average of 0.06 mg/L OP and 0.03mg/L OP, respectively.
- Lastly, most of the Warner Ranch continues to be available for grazing under grazing licenses issued by the District, and typical head counts vary between 1,500 and 2,500 cattle. Since the 1990s, fencing has prevented cattle from having direct access to Lake Henshaw, and the District has recently installed fencing to prevent cattle from having direct access to ditches conveying pumped well water in the Warner Ranch Wellfield. Exclusion fencing and off-channel watering ponds within Warner Ranch reduces the potential for cattle to mobilize sediment and associated phosphorus that can then be transported into to Lake Henshaw.

Beyond measures to control the input of phosphorus to Lake Henshaw, the District has undertaken algaecide treatments to mitigate effects of HABs within the lake. In June 2021, the District obtained a Statewide Aquatic Weed Control Permit for application of copper sulfate, chelated copper, and sodium carbonate peroxyhydrate (peroxide) to control HABs in Lake Henshaw. Algaecide peroxide treatments in Lake Henshaw occurred on March 14 and 15, 2022 and May 16–19, 2022, but appeared to have a minor effect on HABs with variable and modest changes in chlorophyll-*a*, the ratio of pheophytin-*a* to chlorophyll-*a*, total cyanobacteria cell densities, and nutrient concentrations following treatment. A third algaecide treatment was undertaken by the District using SeClear, a non-chelated copper sulfate treatment, on August 17 and 18, 2022. The August copper-based treatment appears to have been more effective at controlling HABs than the application of peroxide-based algaecides in Lake Henshaw in March and May of that same year (Stillwater Sciences 2022b). This conclusion is supported by:

- Significantly greater reduction in cyanobacterial cell counts after treatment with copper as compared to treatment with peroxide;
- The significant reduction in the concentration of anatoxin-*a* from a range of 1.09–7.15 micrograms per liter ($\mu\text{g/L}$) prior to treatment to non-detect ($<0.15 \mu\text{g/L}$) within 4 days of treatment with copper;
- The absence of a rebound in microcystin concentrations 2 weeks following treatment with copper, as observed in March and May when treated with peroxide; and
- Greater percentage reduction in chlorophyll-*a* after treatment with copper compared with treatment with peroxide.

The District will continue to gain experience with algaecide treatments in order to improve their effectiveness and reduce their impacts. However, algaecide treatments in combination with currently implemented source control measures have not adequately controlled the phosphorus levels and HABs in Lake Henshaw. Thus, beginning in spring 2023, the use of lanthanum-modified clay is being proposed in combination with algaecides covered under the Statewide Aquatic Weed Control Permit, to better control HABs and support designated beneficial uses (see also Section 7).

Lanthanum-modified clay application rates and application techniques for this project are based on the assessment of the lake conditions and data from water and sediment samples collected from the lake over the past two years.

To prevent the lanthanum-modified clay applied to Lake Henshaw from discharging to downstream waterbodies, the controllable valves at the Henshaw Dam intake tower will be closed during a lanthanum-modified clay application to control the extent, if any, that the receiving waters of the San Luis Rey River would be affected by residual lanthanum-modified clay. Applications will not occur during a time when heavy precipitation would be likely to result in reservoir spill events. The reservoir has not been close to capacity in 20 years (since the early to mid-1990s). Currently, the application of lanthanum-modified clay is planned for when Lake Henshaw is between 5%–60% capacity, such that the potential for unplanned reservoir discharge due to storm activity is extremely small. Lanthanum-modified clay applications will target late spring, summer, and fall periods when orthophosphate is in the water column and/or likely to be released from bottom sediments.

In the event of an exceedance of receiving water limitations caused by the application of lanthanum-modified clay, the District will cease the discharging water downstream, notify the San Diego Water Board, and remediate the exceedance in a timely manner. The District will take all reasonable steps to minimize or correct any adverse impact on the environment, including accelerated or additional monitoring, as may be necessary to determine the nature and effect of the non-complying discharge.

7 DESIGNATED BENEFICIAL USES

Lake Henshaw is a surface water impoundment of the upper San Luis Rey River. According to the San Diego Regional Water Quality Control Board Water Quality Control Plan for the San Diego Basin (Basin Plan; 2021) dated September 8, 1994 and amended September 1, 2021, Table 2-4, the following beneficial uses exist for Lake Henshaw:

- Municipal and Domestic Supply
- Agricultural Supply
- Industrial Service Supply
- Industrial Process Supply
- Freshwater Replenishment
- Contact Water Recreation
- Non-contact Water Recreation
- Warm Freshwater Habitat
- Wildlife Habitat
- Rare, Threatened, or Endangered Species
- Hydropower Generation

Definitions for these beneficial uses are as follows:

Municipal and Domestic Supply (MUN) – Includes uses of water for community, military, or individual water supply systems including, but not limited to, drinking water supply.

Agricultural Supply (AGR) – Includes uses of water for farming, horticulture, or ranching including, but not limited to, irrigation, stock watering, or support of vegetation for range grazing.

Industrial Process Supply (PROC) – Includes uses of water for industrial activities that depend primarily on water quality.

Industrial Service Supply (IND) – Includes uses of water for industrial activities that do not depend primarily on water quality including, but not limited to, mining, cooling water supply, hydraulic conveyance, gravel washing, fire protection, or oil well repressurization.

Freshwater Replenishment (FRSH) – Includes uses of water for natural or artificial maintenance of surface water quantity or quality (e.g., salinity).

Contact Water Recreation (REC-1) – Includes uses of water for recreational activities involving body contact with water, where ingestion of water is reasonably possible. These uses include, but are not limited to, swimming, wading, water-skiing, skin and SCUBA diving, surfing, white water activities, fishing, or use of natural hot springs. Note that fishing is the only listed activity currently permitted on Lake Henshaw.

Non-contact Water Recreation (REC-2) – Includes the uses of water for recreational activities involving proximity to water, but not normally involving body contact with water, where ingestion of water is reasonably possible. These uses include, but are not limited to, picnicking, sunbathing, hiking, beachcombing, camping, boating, tidepool and marine life study, hunting, sightseeing, or aesthetic enjoyment in conjunction with the above activities.

Warm Freshwater Habitat (WARM) – Includes uses of water that support warm water ecosystems including, but not limited to, preservation or enhancement of aquatic habitats, vegetation, fish or wildlife, including invertebrates.

Wildlife Habitat (WILD) – Includes uses of water that support terrestrial ecosystems including, but not limited to, preservation and enhancement of terrestrial habitats, vegetation, wildlife (e.g., mammals, birds, reptiles, amphibians, invertebrates), or wildlife water and food sources.

Rare, Threatened, or Endangered Species (RARE) – Includes uses of water that support habitats necessary, at least in part, for the survival and successful maintenance of plant or animal species established under state or federal law as rare, threatened, or endangered.

Hydropower Generation (POW) – Includes uses of water for hydropower generation.

8 CUMULATIVE AND INDIRECT EFFECTS

No adverse cumulative and indirect effects are anticipated. The expected direct effect of use applying lanthanum-modified clay to Lake Henshaw is a reduction in the amount of orthophosphate in the water, which is subsequently anticipated to reduce the incidence of HABs in Lake Henshaw and improve water quality.

9 POTENTIAL DESIGNATED USE IMPACTS

No long-term adverse designated use impacts are anticipated. The lake water column is likely to experience a short-term decrease in water column transparency immediately after lanthanum-modified clay is applied to the water. This short-term decrease is expected to last between 24–48 hours, at which time water column transparency is anticipated to return to pre-treatment levels.

10 KNOWN AND POTENTIAL IMPACTS TO WATER QUALITY

No adverse impacts to water quality are anticipated. As previously stated, the expected effect of use applying lanthanum-modified clay to Lake Henshaw is a reduction in the amount of orthophosphate in the water, which is subsequently anticipated to reduce the incidence of HABs in Lake Henshaw and improve water quality.

11 SAMPLE LOCATION AND TIMING

Surface water monitoring will be conducted according to USEPA test procedures approved under 40 CFR Section 136, “Guidelines Establishing Test Procedures for the Analysis of Pollutants Under the Clean Water Act,” as amended.

11.1 Sample Locations

Approximate sample locations are shown in Figure 4 and described in Table 2, Table 5, and Table 6.

Table 2. Lake Henshaw sampling location descriptions.

Site ID ¹	Description	Latitude ¹	Longitude ¹
H-1	Open water	33.248063	-116.752269
H-2	Open water	33.24427	-116.75616
H-3	Open water	33.24377	-116.76035
H-4	Open water	33.23944	-116.75768
H-5	Open water	33.24167	-116.75209
H-6	Open water	33.24277	-116.74557
H-7	Open water	33.23751	-116.74166
H-8	Open water	33.23486	-116.74772
H-BL(S)	Buoy line at dam in bottom waters (H-BL) and in surface waters (H-BLS)	33.239479	-116.761714
H-FD	Southwestern shoreline at the in-water end of the fishing dock in surface waters	33.235453	-116.75556
H-SL	Southern portion of lake in surface waters	33.23	-116.744

¹ The number and location of sampling sites may need to be adjusted based on lake level, accessibility, and other conditions affecting the representativeness of the sites for characterizing water quality conditions before, during, and following treatment. Location accuracy is assumed to be ± 30 ft.

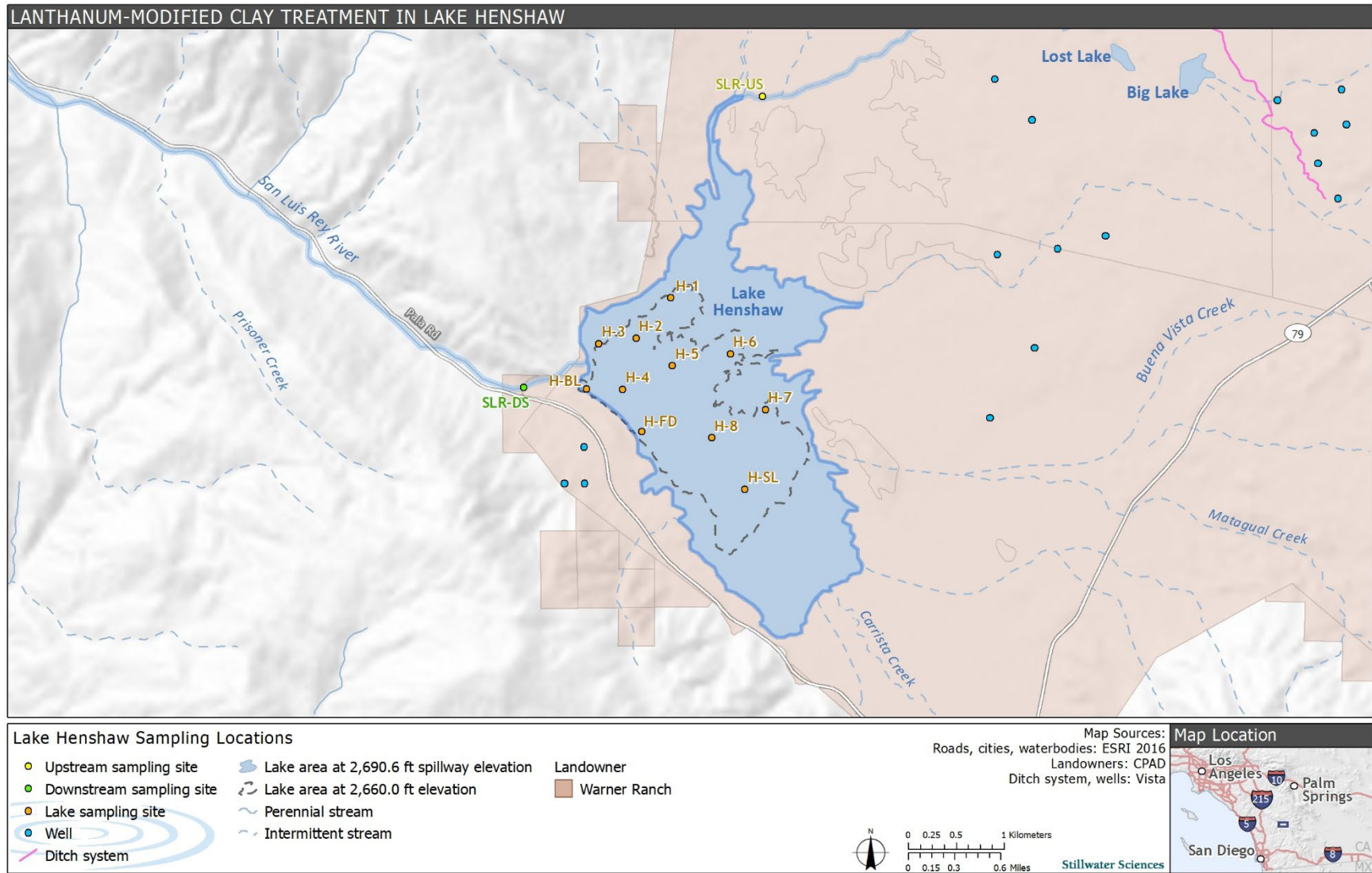


Figure 4. Lake Henshaw sampling locations.

The sample locations described are sufficient to represent: (a) the quality of surface water prior to application; (b) the quality of surface water within the treatment area; and (c) the quality of surface water outside the treatment area that potentially could be affected by the application. With respect to (a) and (b), while the locations within the lake shown in Figure 4 and Table 2 account for less than one sample per 10 surface acres, data collected in March, May, and August 2022 as part of algaecide application events demonstrate that the Lake Henshaw water column is generally well-mixed, with water temperature, pH, and turbidity measurements remaining generally stable with depth across shallow and deeper sites (Appendix A). While water temperature and pH can be elevated in surface waters during summer months, when solar heating is greatest and rates of photosynthesis are high, the relatively high wind fetch² of Lake Henshaw (approximately 1 to 2 miles) and overall shallow water column depths mean that wind mixing of the water column occurs regularly and throughout the lake. Given the high degree of mixing, lake sample locations shown in Figure 4 and Table 2 are expected to be representative of water quality conditions in Lake Henshaw prior to lanthanum-modified clay application and within the treatment area, where the latter would include either a portion of the lake or the entire lake, depending on the lanthanum-modified clay dose.

The lanthanum-modified clay treatment amount (i.e., dose) will be scaled to the lake's volume and surface area at the time of treatment; lanthanum-modified clay may be applied to all open water or a smaller area based on cost and lake conditions. "Within treatment area" lake samples will only be collected from locations in Figure 4 and Table 2 that fall within the actual treatment area. With respect to (c), if lanthanum-modified clay treatment includes the entire surface area of the lake, then all lake sampling locations will be considered "within treatment area" and the site immediately downstream of Lake Henshaw Dam on the San Luis Rey River (SLR-DS) will be designated as surface water outside the treatment area that potentially could be affected by the application. If lanthanum-modified clay treatment does not include the entire surface area of the lake, then lake sampling locations outside the treatment area will still be collected, but they will be designated as surface water outside the treatment area that potentially could be affected by the application, along with location SLR-DS. Samples will be collected according to Section 11.2. Additionally, during event monitoring, one field duplicate (FD) and one field blank (FB) will be collected and submitted for analysis for each grab sample analyte.

11.2 Sample Collection Schedule

1. Pre-Application Monitoring. Background monitoring samples shall be collected prior to the time of the application event and at the specified monitoring locations, no sooner than 24 hours before the application event.
2. Event Monitoring. Event monitoring samples shall be collected during application within the treatment area.
3. Post-Event Monitoring. Post-event monitoring samples shall be collected within the application area in static water and outside the treatment area in flowing water within one week after application.

11.3 Visual, Physical, and Chemical (VPC) Monitoring Requirements

Samples will be analyzed as required in Table 3.

² The unobstructed distance along the lake water surface for wave development from wind.

Table 3. Visual, physical, and chemical (VPC) monitoring requirements.

Sample Type	Constituent/Parameter	Units	Sample Method
Visual	1. Monitoring area description and location 2. Appearance of water ¹ 3. Weather conditions (fog, rain, wind, etc.)	Not applicable	Visual Observation
	4. Water column transparency	ft or m	Secchi disc
Physical	1. Water temperature ^{2,3}	°F or °C	<i>In situ</i> vertical profile ^{2,3}
	2. Dissolved oxygen (DO) ^{2,3}	mg/L	
	3. pH ^{2,3}	standard units	
	4. Chlorophyll-a ^{2,3}	RFU or µg/L	
Chemical	1. Free lanthanum – water ⁴	µg/L	Grab ⁴
	2. Total lanthanum – sediment ⁵	ug/kg	
	3. Alkalinity ⁴	mg/L CaCO ₃	
	4. Total suspended solids (TSS) ⁴	mg/L	
	5. Orthophosphate – water ⁴	mg/L	
	6. Total phosphorus (TP) – water ⁴	mg/L	
	7. Total phosphorus (TP) – sediment ⁵	mg/kg	

¹ Appearance of water shall include details on floating or suspended matter, color, sheen, clarity, bottom deposits, aquatic life, algae, objectionable growth, and nuisance conditions.

² *In situ* vertical profiles will be collected in the water column every one foot down to 16 feet, and then will be sampled every two feet thereafter.

³ *In situ* field testing instrumentation will be calibrated, operated, and maintained according to manufacturer’s recommendations.

⁴ Water grab samples shall be collected at the surface of the lake for all sites except at Site H-BL, which will be collected in bottom waters in the deepest part of the lake.

⁵ Sediment grab samples will be collected at two locations, one at Site H-BL and one at a shallow site within the treatment area.

All laboratory analyses shall be conducted at a laboratory certified for such analyses by the California State Water Resources Control Board Division of Drinking Water (DDW).³ The laboratory will be accredited under the DDW Environmental Laboratory Accreditation Program (ELAP) to ensure the quality of analytical data used for regulatory purposes to meet the requirements of Order-R9-2021-0056.³

Data collected as part of the physical and chemical monitoring parameters in surface water (water temperature, DO, pH, chlorophyll-a, TP, orthophosphate) will be used to address question 1 in Section 2, “Does the discharge of lanthanum-modified clay cause or contribute to an exceedance of receiving water limitations?” An exceedance will be determined according to numeric (various) or narrative (biostimulatory) objectives set for each of the aforementioned parameters/constituents in the Basin Plan, as applicable (San Diego Regional Water Quality Control Board 2021). Additional chemical monitoring parameters (free lanthanum, total lanthanum) will be used to address question 2 in Section 2, “Does the discharge of lanthanum-

³ To our knowledge, lanthanum analyses are not currently available through ELAP laboratories. Dissolved lanthanum will be analyzed using USEPA 1638 (modified) with closed-vessel digestion, at a method detection limit (MDL) of 0.004 µg/L and an anticipated reporting limit (RL) of 0.041 µg/L. Total lanthanum in sediment will be analyzed using USEPA 6020 (modified) with USEPA 3050B digestion, at an MDL of 0.02–0.03 mg/kg and an anticipated RL of 0.2–0.3 mg/kg.

modified clay cause or contribute to an exceedance of the “no toxics in toxic amounts” narrative toxicity objective?”. The toxicity objective in the Basin Plan states “all waters shall be maintained free of toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life” (San Diego Regional Water Quality Control Board 2021). Physical and chemical water quality data will be used in combination with benthic macroinvertebrate (Section 11.4) and periphyton monitoring (Section 11.5) to determine whether the discharge of lanthanum-modified clay caused an exceedance of the Basin Plan narrative toxicity objective.

The District will measure *in situ* water quality parameters (water temperature, DO, pH, chlorophyll-a) using a pre-calibrated multi-probe sonde with designated sensors (Table 4). For *in situ* water quality, the sonde will be calibrated within 24 hours of sampling. Calibration data will be recorded on a calibration log that includes measurement quality objective criteria for real-time comparison. Additionally, all monitoring instruments and devices will be properly maintained. Appropriate QA/QC methods and documentation will be followed. All sample bottles will be rinsed with water from the water body to be collected from. QA/QC in the field will be assured by accurate and thoroughly completed sample labels, field sheets, and chain of custody and sample log forms. Sample labels will include sample identification code, date, time, site name, sampling location, collector’s name, sample type, and preservative, if applicable.

Table 4. *In situ* water quality methods for monitoring in Lake Henshaw.

Parameter	Method	Units	MDL
Water Temperature	EPA 170.1	Degrees Celsius (°C)	0.1
Dissolved Oxygen (DO)	SM4500-O(G)	Milligrams per liter (mg/L)	0.1
pH	SM4500-H	Standard unit of pH (s.u.)	0.1
Chlorophyll-a	Optical luminescence	Reflective Fluorescence Unit (RFU) or micrograms per liter (µg/L)	0.01

11.4 Benthic Macroinvertebrate Bioassessment Monitoring

Upon direction from the RWQCB, one (1) pre-treatment and one (1) post-treatment benthic macroinvertebrate sample will be collected in representative wadeable stream habitats upstream and downstream of the treatment area, as shown in Table 5. Additionally, samples will only be collected, if the stream meets sampleability criteria. A reach is considered “sampleable” in the *Standard Operating Procedures (SOP) for the Collection of Field Data for Bioassessments of California Wadeable Streams: Benthic Macroinvertebrates, Algae, and Physical Habitat* (Ode et al. 2016) if at least half of the reach has a wetted width of at least 0.3 meter (m) and no more than three transects are completely dry within the monitoring reach at the time of sampling. If more than three transects in the representative upstream and/or downstream habitat are dry at pre-treatment sampling time, and the reach(es) cannot be shifted slightly upstream or downstream to reduce the number of dry transects, then the reach(es) will not be sampled for benthic macroinvertebrates.

If directed by the RWQCB and sampleable reaches are present, benthic macroinvertebrate sampling will be conducted within seven days prior to commencement of the lanthanum-modified clay application in Lake Henshaw and within 30 days of post-application. Post-application benthic invertebrate monitoring is not required if no discharge from the treated waterbody occurs during application or within 30 days after the completion of the application. Data collected as part of the benthic macroinvertebrate monitoring will be used to address question 2 in Section 2,

“Does the discharge of lanthanum-modified clay cause or contribute to an exceedance of the “no toxics in toxic amounts” narrative toxicity objective?”. The toxicity objective in the Basin Plan states “all waters shall be maintained free of toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life” (San Diego Regional Water Quality Control Board 2021). Physical and chemical water quality data (Section 11.3) will be used in combination with benthic macroinvertebrate and periphyton monitoring (Section 11.5) to determine whether the discharge of lanthanum-modified clay caused an exceedance of the Basin Plan narrative toxicity objective.

Table 5. Benthic macroinvertebrate sampling location descriptions.

Site ID	Location	Description
SLR-US*	Upstream	Upstream of Lake Henshaw on San Luis Rey River
SLR-DS*	Downstream	Downstream of Lake Henshaw Dam on the San Luis Rey River between the dam and the Rey River Ranch (approximately 4.5 miles downstream of the dam)

* Latitude and longitude will be determined following reconnaissance surveys to determine representative stream lengths for upstream and downstream comparison.

Benthic macroinvertebrate samples will be collected using *SOP for the Collection of Field Data for Bioassessments of California Wadeable Streams: Benthic Macroinvertebrates, Algae, and Physical Habitat* (Ode et al. 2016). Laboratory analysis of benthic macroinvertebrates for taxonomic identifications shall be conducted at a Southwest Association of Freshwater Invertebrate Taxonomists (SAFIT) level of II or IIa level (midges to subfamily) in accordance with the most recent State SOPs for Laboratory Processing and Identification of Benthic Macroinvertebrates in California (Woodward et al. 2012). Benthic macroinvertebrate data collected and identified shall be used for calculating California Stream Condition Index scores on a per sample basis (one reach, one sampling event). Scores are calculated using the most recent version of Instructions for Calculating Bioassessment Indices and other Tools for Evaluating Wadeable Streams in California: The California Stream Condition Index (CSCI), Algal Stream Condition Index (ASCI) and Index of Physical Integrity (IPI) (Boyle et al. 2020). Data shall be reported in the SWAMP format and uploaded into the California Environmental Data Exchange Network (CEDEN).

11.5 Periphyton Bioassessment Monitoring

Upon direction from the RWQCB, one (1) pre-treatment and one (1) post-treatment periphyton (attached algae) sample will be collected in representative wadeable stream habitats upstream and downstream of the treatment area, as shown in Table 6. Additionally, samples will only be collected, if the stream meets sampleability criteria (see Section 11.4 for definition of sampleability). If more than three transects in the representative upstream and/or downstream habitat are dry at pre-treatment sampling time, and the reach(es) cannot be shifted slightly upstream or downstream to reduce the number of dry transects, then the reach(es) will not be sampled for periphyton.

If directed by the RWQCB and sampleable reaches are present, periphyton sampling will be conducted within seven days prior to commencement of the lanthanum-modified clay application in Lake Henshaw and within 30 days of post-application. Post-application periphyton monitoring is not required if no discharge from the treated waterbody occurs during application or within 30 days after the completion of the application. Data collected as part of the periphyton

bioassessment monitoring will be used to address question 2 in Section 2, “Does the discharge of lanthanum-modified clay cause or contribute to an exceedance of the “no toxics in toxic amounts” narrative toxicity objective?”. The toxicity objective in the Basin Plan states “all waters shall be maintained free of toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life” (San Diego Regional Water Quality Control Board 2021). Physical and chemical water quality data (Section 11.3) will be used in combination with benthic macroinvertebrate (Section 11.4) and periphyton bioassessment monitoring to determine whether the discharge of lanthanum-modified clay caused an exceedance of the Basin Plan narrative toxicity objective.

Table 6. Periphyton sampling location descriptions.

Site ID	Location	Description
SLR-US*	Upstream	Upstream of Lake Henshaw on San Luis Rey River
SLR-DS*	Downstream	Downstream of Lake Henshaw Dam on the San Luis Rey River between the dam and the Rey River Ranch (approximately 4.5 miles downstream of the dam)

* Latitude and longitude will be determined following reconnaissance surveys to determine representative stream lengths for upstream and downstream comparison.

Periphyton samples will be collected using *Standard Operating Procedures (SOP) for the Collection of Field Data for Bioassessments of California Wadeable Streams: Benthic Macroinvertebrates, Algae, and Physical Habitat* (Ode et al. 2016). Laboratory identification and quantification of specimens in the benthic stream algal communities shall follow the latest *SWAMP Standard Operating Procedures for Laboratory Processing, Identification, and Enumeration of Stream Algae* (Stancheva et al. 2015), which prescribes methods for separate analysis of 1) diatoms and 2) soft algae (including cyanobacteria). Algal Stream Condition Index (ASCI) scores shall be calculated using (Boyle et al. 2020): 1) the diatom index, D_ASCI, 2) the soft-algae index, S_ASCI, and 3) the “hybrid” index, H_ASCI, which incorporates metrics from both the diatom and soft-algae assemblages. Data shall be reported in the SWAMP format and uploaded into the California Environmental Data Exchange Network (CEDEN).

12 SELF-MONITORING REPORT (SMR)

A Self-Monitoring Report (SMR) will be prepared that will summarize and discuss results for all monitoring specified in this WQMP according to the schedule in Table 7.

Table 7. Monitoring periods and reporting schedule.

Report Type	Sampling Frequency	Monitoring Period Begins On	Monitoring Period	SMR Due Date
Event	Background (Pre-event), Event, and Post-event, as noted above	Notice of Enrollment Authorization Date	Background (Pre-event) through Post-Event, as noted above	45 days following the end of the Monitoring Period of each application event*
Annual	All sampling events for each application event occurring during the previous year	Notice of Enrollment Authorization Date or all data collected since the past Annual report was submitted	One year	April 1 st following one year of application events

* Event SMR will follow the 45-day requirement for bioassessment monitoring if analytical laboratories are able to process samples and deliver results within this timeframe without additional fees.

Event report shall include the following information:

- The date, exact place, and time of sampling or measurements;
- The individuals who performed the sampling or measurements;
- The dates analysis were performed;
- The individuals who performed the analyses;
- The analytical techniques or methods used; and
- Results of analyses.

The annual report shall include the following components:

- a) A summary of all application events and monitoring results for the previous year including trend analysis;
- b) A discussion, evaluation, and interpretation of the data including interpretations and conclusions as to whether applicable receiving water limitations in this Order have been attained;
- c) A discussion addressing the questions proposed in Section 8.1 of this MRP;
- d) A list of potential sources of the reportable priority pollutant(s);
- e) A summary of all actions undertaken pursuant to the control strategy;
- f) A description of actions to be taken in the following year; and
- g) A certification statement that all receiving water monitoring data has been timely uploaded to CEDEN.

12.1 Reporting Protocols

The event and annual SMR shall report the results of analytical determinations for the presence of chemical constituents in a sample using the following reporting protocols:

- a) The SMR will include with each sample result the applicable Reporting Level (RL) and the current Method Detection Limit (MDL).
- b) Sample results greater than or equal to the reported RL shall be reported as measured by the laboratory (i.e., the measured chemical concentration in the sample).
- c) Sample results less than the RL, but greater than or equal to the laboratory's MDL, shall be reported as "Detected, but Not Quantified," or DNQ. The estimated chemical concentration of the sample shall also be reported. For the purposes of data collection, the laboratory shall write the estimated chemical concentration next to DNQ as well as the words "Estimated Concentration" (may be shortened to "Est. Conc."). The laboratory may, if such information is available, include numerical estimates of the data quality for the reported result. Numerical estimates of data quality may be percent accuracy (+/- a percentage of the reported value), numerical ranges (low to high), or any other means considered appropriate by the laboratory.
- d) Sample results less than the laboratory's MDL shall be reported as "Not Detected," or ND.
- e) The analytical laboratories will be instructed to establish calibration standards so that the RL value (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. Analytical data derived from extrapolation beyond the lowest point of the calibration curve will not be used.
- f) The Discharger shall arrange all reported data in a tabular format. The data shall be summarized to clearly illustrate whether the discharge is in compliance with receiving water limitations and BMP requirements. The Discharger is not required to duplicate the submittal of data that is entered in a tabular format within CIWQS. When electronic submittal of data is required and CIWQS does not provide for entry into a tabular format within the system, the Discharger shall electronically submit the data in a tabular format as an attachment. All reported data will be presented in a tabular format and contain data as specified in Tables 1 through 3.
- g) A cover letter will be prepared that clearly identify violations of the WDRs, discuss corrective actions taken or planned, and the proposed time schedule for corrective actions. Identified violations must include a description of the requirement that was violated and a description of the violation.
- h) The SMR report shall be electronically submitted using the State Water Board's California Integrated Water Quality System (CIWQS) Program website (https://www.waterboards.ca.gov/water_issues/programs/ciwqs).
- i) Records will be retained for all monitoring information, including all calibration and maintenance records, copies of all reports, and records of all data used for a period of at least three (3) years from the date of the sample, measurement, report, or application.

13 REFERENCES

- Beutel, M. W., and S. Defeo. 2021. Lake Henshaw and Lake Wohlford Sediment Flux Study. Report to Stillwater Sciences, December 2021.
- Boyle, T., R. D. Mazor, A. C. Rehn, S. Theroux, M. Beck, M. Sigala, C. Yang, P.R. Ode. 2020. Instructions for calculating bioassessment indices and other tools for evaluating wadeable streams in California: The California Stream Condition Index (CSCI), Algal Stream Condition Index (ASCI) and Index of Physical Integrity (IPI) SWAMP-SOP-2020- 0001
- Ode, P. R., A. E. Fetscher, and L. B. Busse. 2016. Standard Operating Procedures (SOP) for the collection of field data for bioassessments of California wadeable streams: benthic macroinvertebrates, algae, and physical habitat.
- Ode, P., A. Rehn, and J. May. 2005. A quantitative tool for assessing the integrity of southern coastal California streams. *Environmental Management* 35: 493–504.
- San Diego Regional Water Quality Control Board. 2021. Water Quality Control Plan for the San Diego Basin. San Diego, California.
https://www.waterboards.ca.gov/sandiego/water_issues/programs/basin_plan/
- San Francisco Estuary Institute. 2023. California HABs portal. Website. <https://fhab.sfei.org/> [Accessed February 2023].
- Stancheva, R., L. Busse, J. P. Kociolek, and R. G. Sheath. 2015. Standard Operating Procedures for Laboratory Processing, Identification, and Enumeration of Stream Algae. California State Water Resources Control Board Surface Water Ambient Monitoring Program (SWAMP) SOP-2015-0003.
- Stillwater Sciences. 2022a. Lake Henshaw and Lake Wohlford Harmful Algal Blooms Management and Mitigation Plan. Technical Memorandum. Prepared for Vista Irrigation District and City of Escondido.
- Stillwater Sciences. 2022b. Assessment of August 2022 Algaecide Treatment Effectiveness for Lake Henshaw. Technical Memorandum. Prepared for Don Smith, Vista Irrigation District.
- Woodard, M. E., J. Slusark, and P. R. Ode. 2012. Standard Operating Procedures for Laboratory Processing and Identification of Benthic Macroinvertebrates in California. California State Water Resources Control Board Surface Water Ambient Monitoring Program (SWAMP) Bioassessment SOP 003.

Appendices

Appendix A

Vertical Water Quality Profiles for Lake Henshaw

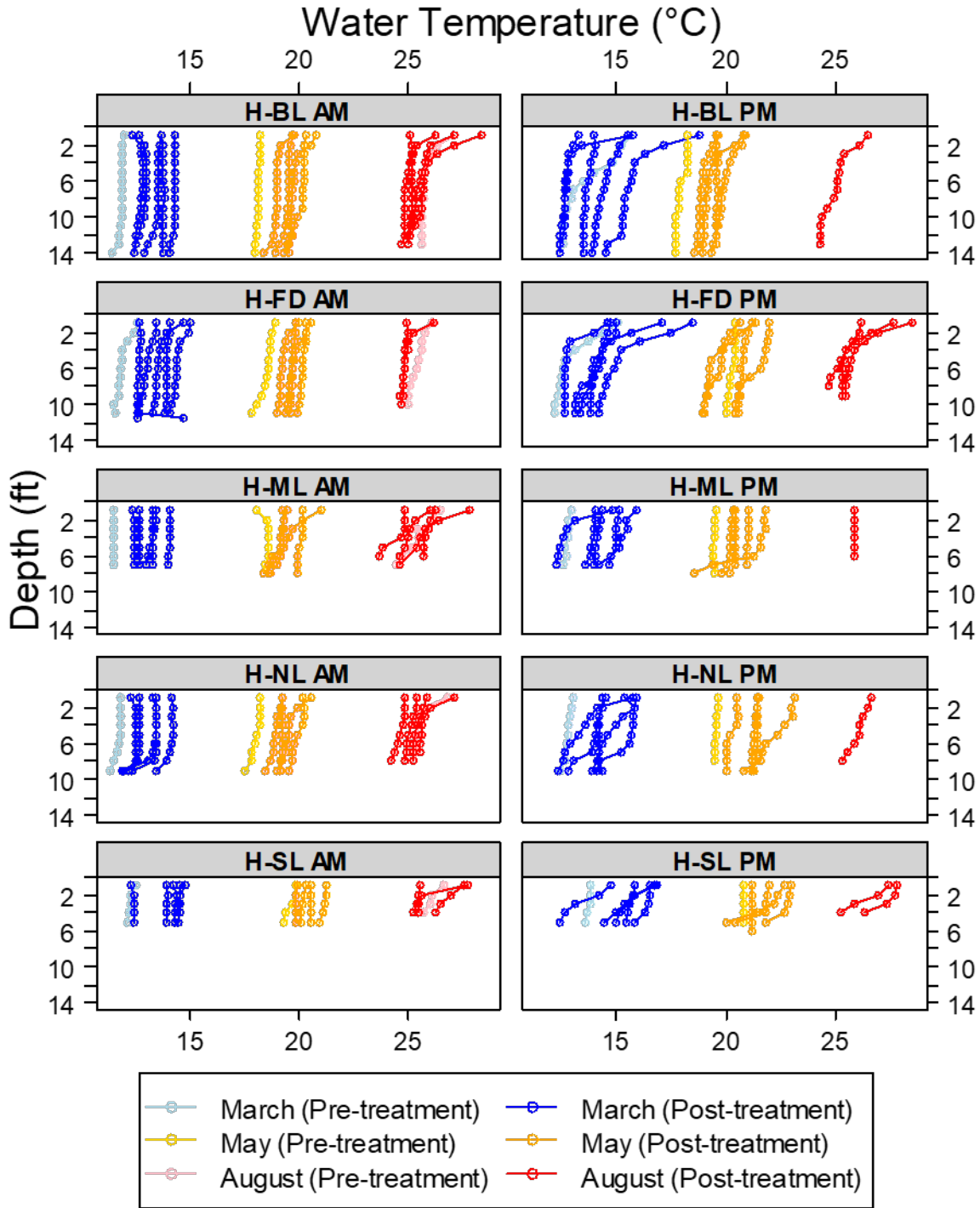


Figure A-1. Lake Henshaw water temperature during algaecide effectiveness monitoring associated with the March, May, and August 2022 treatment events (Stillwater Sciences 2022b).

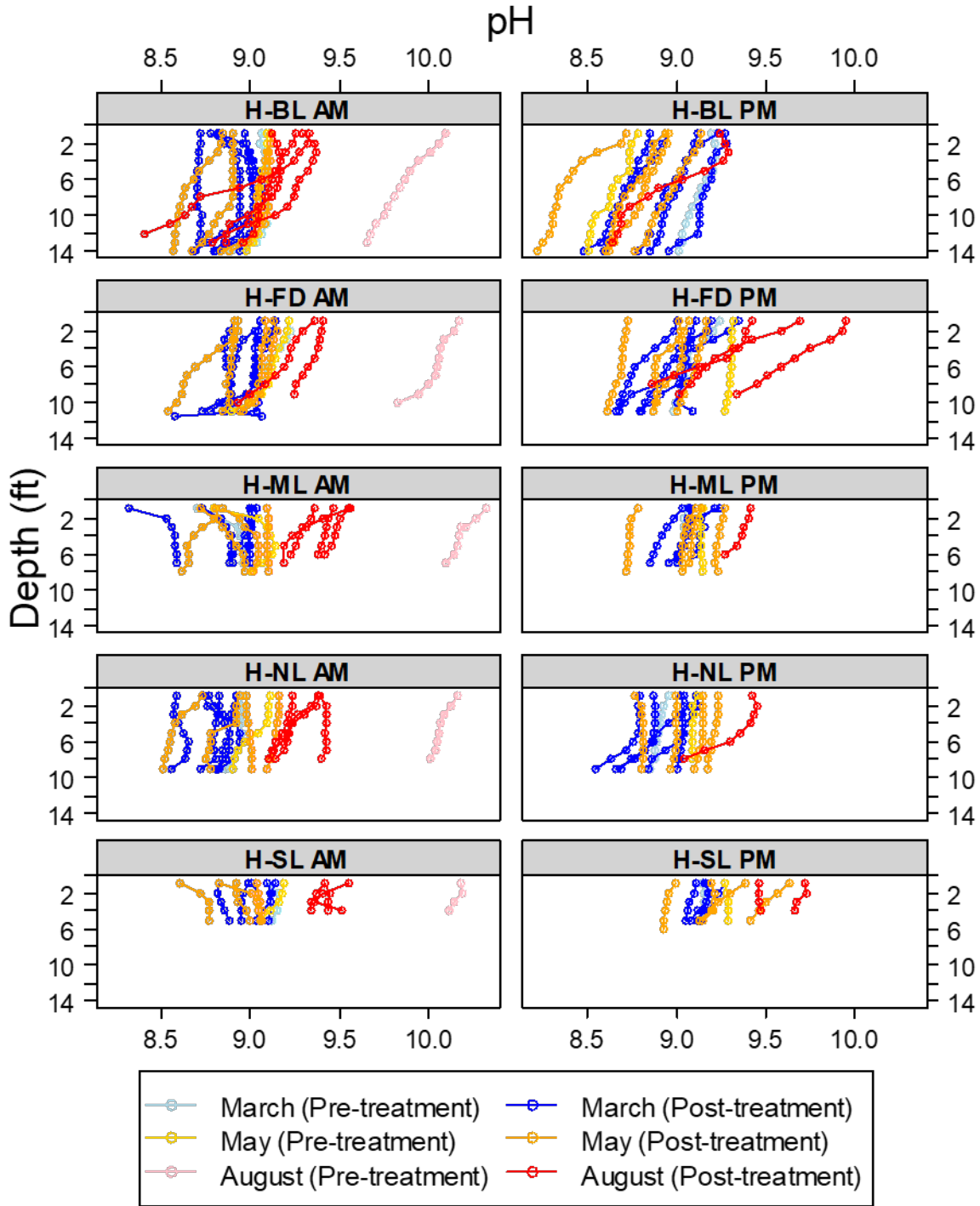


Figure A-2. Lake Henshaw pH (standard units [s.u.]) during algaecide effectiveness monitoring associated with the March, May, and August 2022 treatment events (Stillwater Sciences 2022b).

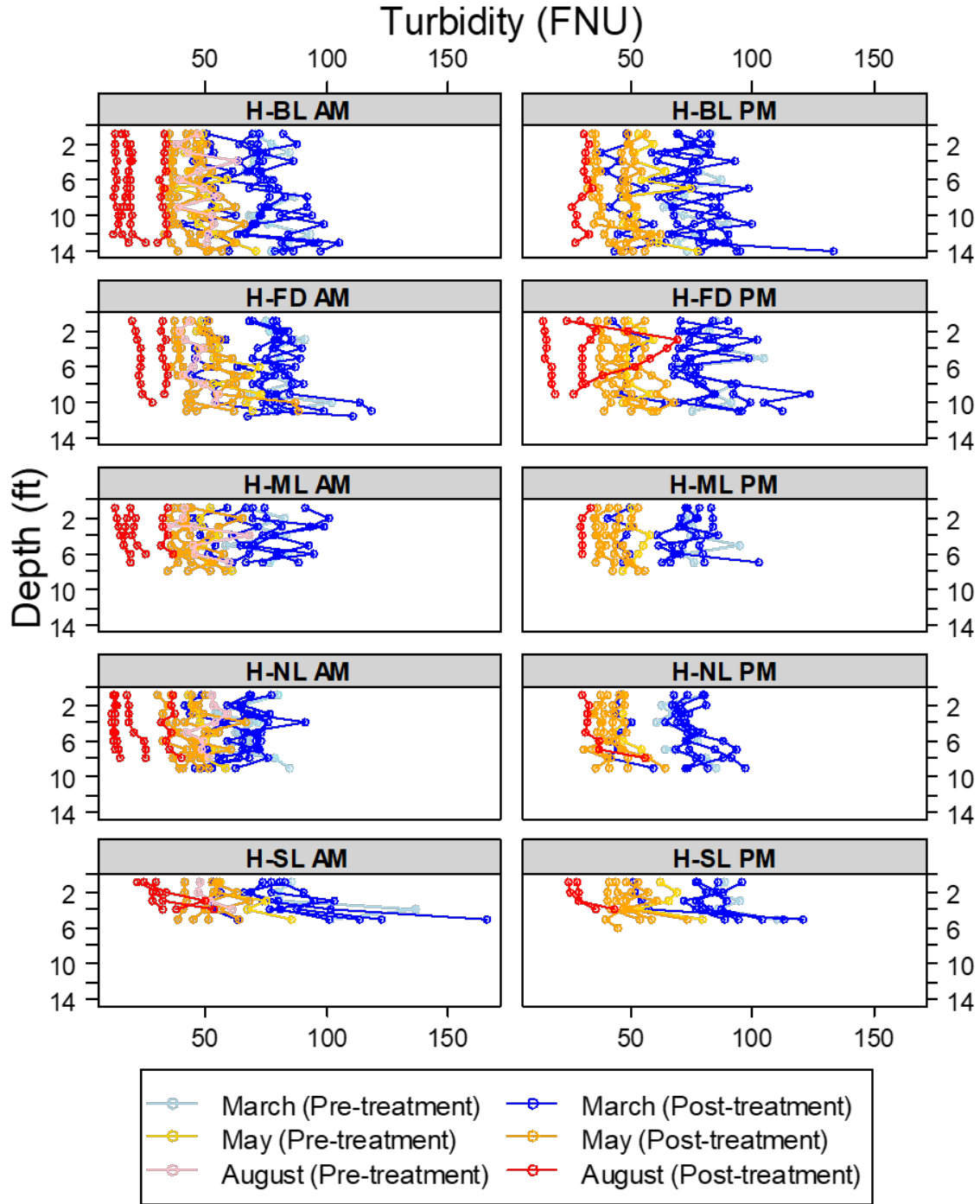


Figure A-3. Lake Henshaw turbidity (Formazin Nephelometric Units [FNU]) during algaecide effectiveness monitoring associated with the March, May, and August 2022 treatment events (Stillwater Sciences 2022b).

Appendix B

Supplementary Information

The following are additional questions posed by the Regional Board via email on 3/30/2023 regarding the WQMP. The District's responses follow each question.

Q1. During which months will lanthanum-modified clay be applied to Lake Henshaw? What are factors that are taken into consideration? It'd be best to provide a range. This is in response to the following requirement in section 5.4 of the permit:

- *The time period for application of lanthanum-modified clay with particular attention paid to seasonal storm variations, seasonal water chemistry fluctuations, seasonal water volume fluctuations, and recreational uses.*

In 2023, the first (May) treatment will be a light dose (approximately 1–2 mg/L lanthanum-modified clay) targeting water column orthophosphate associated with dying cells from algaecide treatment a few days prior. Since the May 2023 treatment is not targeting lake sediments, the entire treatable⁴ area of the lake will be treated (approximately 750 acres). The second July/August treatment is targeting sediment phosphorus and is focused on roughly 400 acres of the deepest/mid-depth sediments in the lake that contain the highest levels of easily-released phosphorus (see dark and mid-blue shaded areas in Figure B-1). The second July/August treatment dose will be approximately 7 mg/L lanthanum-modified clay. Treatment months in future years will be determined based on lake response to the 2023 treatments and the below seasonal and recreational considerations.

With respect to **seasonal storm variations**, treatments would occur in spring, summer, or fall, which is outside the period of typical wintertime precipitation/storm events. Figure 2-11 on page 21 of the *Technical Report* illustrates typical seasonal precipitation patterns for Lake Henshaw. Additionally, WQMP page 10 states “To prevent the lanthanum-modified clay applied to Lake Henshaw from discharging to downstream waterbodies, the controllable valves at the Henshaw Dam intake tower will be closed during a lanthanum-modified clay application to control the extent, if any, that the receiving waters of the San Luis Rey River would be affected by residual lanthanum-modified clay. Applications will not occur during a time when heavy precipitation would be likely to result in reservoir spill events. The reservoir has not been close to capacity in 20 years (since the early to mid-1990s). Currently, the application of lanthanum-modified clay is planned for when Lake Henshaw is between 5%–60% capacity, such that the potential for unplanned reservoir discharge due to storm activity is extremely small.”

Regarding **seasonal water chemistry fluctuations**, WQMP page 10 states “Lanthanum-modified clay applications will target late spring, summer, and fall periods when orthophosphate is in the water column and/or likely to be released from bottom sediments.” This is a general statement; specific treatment times will vary each year depending on lake conditions. For 2023, the District is planning a light-dose (approximately 1–2 mg/L lanthanum-modified clay) May treatment that targets water column orthophosphate associated with dying cells from an algaecide treatment a few days prior. Since the May treatment is not targeting sediments, there is no particular area associated with that treatment (i.e., if the treatable area of the lake is ~750 acres, then the District would treat that area). Treating the lake in the late spring is intended to bind orthophosphate in the water column and keep it from being used by cyanobacteria to bloom in the summer. The second planned treatment in July/August (approximately 7 mg/L lanthanum-modified clay) is targeting sediment phosphorus and the District is focusing on roughly 400 acres of the deepest/mid-depth sediments in the lake that contain the highest levels of easily-released phosphorus. The July/August period is typically a period when orthophosphate concentrations

⁴ Surface area of the lake that is sufficiently deep (i.e., >2-3 feet water depth) to allow boat passage.

increase in the lake (see WQMP Figure 3) due to internal loading from low oxygen bottom waters and sediments. A sediment-focused treatment at this time in 2023 would bind some of the easily-released phosphorus, which is in the form of orthophosphate, and reduce the potential for cyanobacteria blooms later in the summer and through the fall of 2023. See also *Technical Report* discussions of Lake Henshaw Water Quality – Phosphorus (Section 2.2.3, pages 29–51), Existing Conditions Conceptual Model – Lake Henshaw (Section 2.5.1.1, 2.5.2.1, pages 84–87). Sediment-focused treatments in future years would bind more and more of the easily-released phosphorus.

With respect to **seasonal water volume fluctuations**, Figure 2-9 (*Technical Report*, page 19) shows that the largest water volume fluctuations in Lake Henshaw are related to water year rather than season. As the scale of Figure 2-9 does not clearly show seasonal fluctuations, Figure B-1 is expanded for the period 2016–2020 and shows the highest lake storage values during winter and spring of most years, during and following wintertime precipitation/storm events. Lanthanum-modified treatments in spring, summer, or fall will occur when the lake is relatively low compared with typical winter lake levels, where lake volume at the time of application will be factored into dosing rates. The current rainy season has raised lake volume to about 30,000 af, or about 60% of storage. Lake volume is expected to be reduced through the summer and fall.

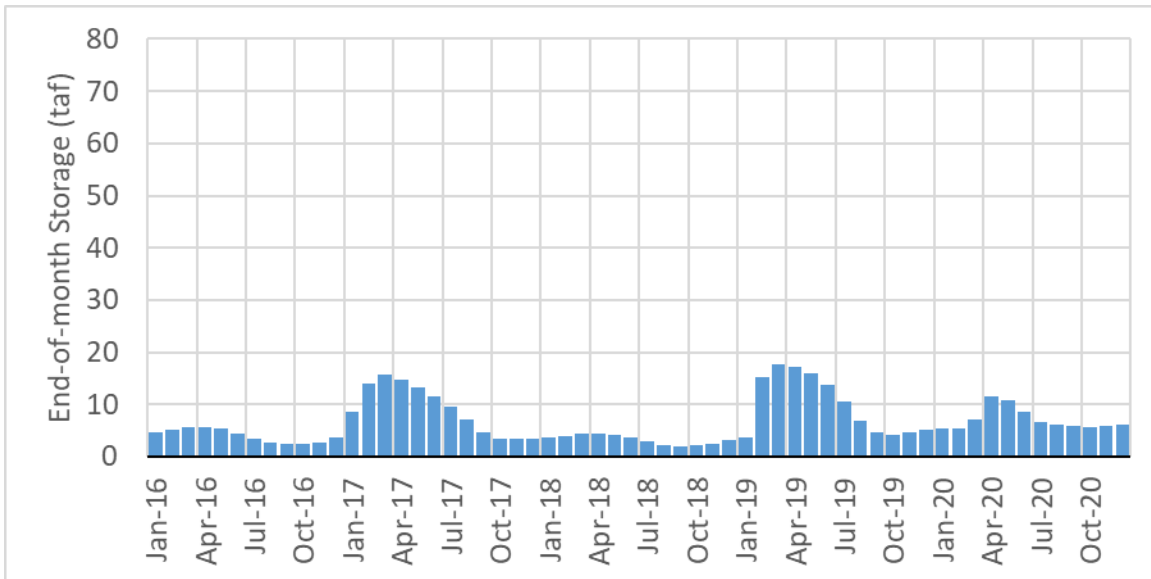


Figure B-1. Lake Henshaw end-of-month storage in thousand acre feet (TAF) for the period 2016–2020.

Regarding **recreational uses**, designated recreational beneficial uses (contact [fishing only] and noncontact) in Lake Henshaw are currently adversely impacted by elevated cyanotoxin concentrations during HABs. Additionally, as stated on page 6 of the WQMP, the La Jolla Band of Indians also benefits from the passive recreational use of water released from Lake Henshaw to the San Luis Rey River as it flows through a campground operated on their reservation lands. Based on consideration of numerous potential in- and out-of-lake management methods to control HABs, phosphorus inactivation/chemical sediment sealing through the use of lanthanum-modified clay was selected as one in a set of suitable methods to reduce HABs and improve water quality in Lake Henshaw (see also WQMP, page 3, top paragraph). While Lake Henshaw will be closed to recreational use during lanthanum-modified clay application to allow application boats to operate without interference by recreational boating traffic, closure periods would be limited to 1-4 days per treatment and would likely not occur more than 2-3 times per year. The timing of

lanthanum-modified clay treatments in Lake Henshaw will be coordinated with the La Jolla Band to minimize timing-related impacts to downstream recreational releases.

Q2. What practices will be implemented to prevent spills, leaks, and unintended discharges of lanthanum-modified clay during transport, staging, and storage? This is in response to the following requirement in section 5.4 of the permit:

- *The “good housekeeping” measures that will be implemented to prevent spills, leaks, and unintended discharges of lanthanum-modified clay during transport, staging, and storage.*

Lanthanum-modified clay will be transported in sealed plastic bags using flatbed trucks and stored on pallets near the lake boat launch for a few hours (i.e., same-day use) or for up to two days prior to use. If the clay product is spilled during transport, staging, or short-term storage, then the contractor would sweep up the product to minimize unintended discharges to the surrounding environment. If rain is in the near-term forecast for application dates, then secondary containment would be used for transport and staging activities as well as short-term storage (i.e., a few hours up to two days). Note that the truck drivers are trained in hazardous materials transport.

Q3. Section 8.2 of the Monitoring and Reporting Program (Page E-5) specifically says the following:

- *No less than one sediment and one surface water sample shall be collected for every 10 surface acres (or fraction thereof) **being treated**.*
The sample locations described in section 11.1 of the WQIP must be adjusted to reflect this.

As discussed in WQMP Section 11.1, wind mixing of the water column occurs regularly and throughout the lake. Given the high degree of mixing, lake sample locations shown in Figure 4, Table 2, and Figure B-2 are expected to be representative of water quality conditions in Lake Henshaw prior to lanthanum-modified clay application and within the treatment area, where the latter would include either a portion of the lake or the entire lake, depending on the lanthanum-modified clay dose. Even with multiple boats, it would be operationally infeasible to sample surface water before, during, and after treatment every 10 surface acres in a lake as large as Henshaw and given the high degree of horizontal and vertical mixing in the lake, this level of sampling is not necessary to accurately characterize water quality response to treatment.

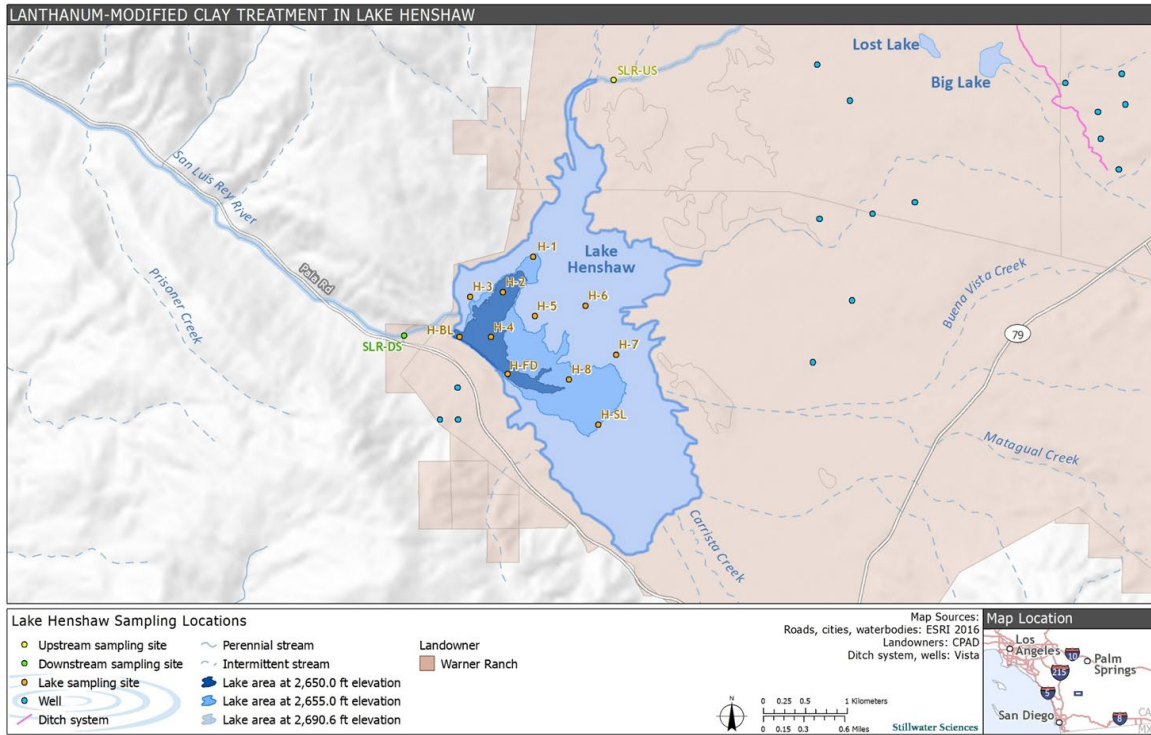


Figure B-2. Lake Henshaw sampling locations including depth intervals for deep, mid-depth, and shallow sediments.

APPENDIX C

Required Grant Forms (Attachment D)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

CONTRACTOR/APPLICANT: Stillwater Ecosystem, Watershed & Riverine Sciences (DBA Stillwater Sciences)

(1) The contractor certifies, by submission of this proposal, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this proposal*.

*Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or loan recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: Sapna Khandwala

DATE EXECUTED: May 29, 2026 EXECUTED IN COUNTY OF: Alameda

CONTRACTOR/APPLICANT SIGNATURE: 

TITLE: President and CEO

CERTIFICATION REGARDING LOBBYING

CONTRACTOR/APPLICANT: Stillwater Ecosystem, Watershed & Riverine Sciences (DBA Stillwater Sciences)

The undersigned certifies to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in conjunction with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

CERTIFICATION

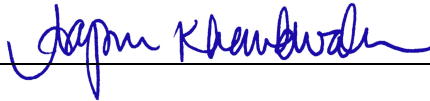
I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or loan recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: Sapna Khandwala

DATE EXECUTED: May 29, 2026

EXECUTED IN COUNTY OF: Alameda

CONTRACTOR/APPLICANT SIGNATURE:



TITLE: President and CEO

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:	
6. Federal Department/Agency: Congressional District, <i>if known</i> :	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____	
	Telephone No.: _____	Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

NON-DISCRIMINATION CLAUSE

CONTRACTOR/APPLICANT: Stillwater Ecosystem, Watershed & Riverine Sciences (DBA Stillwater Sciences)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, age (over 40) or denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

 2. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
-

CERTIFICATION

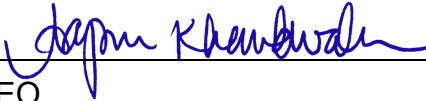
I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or loan recipient to the above described certification. I hereby certify that the Contractor will abide by the above requirements. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: Sapna Khandwala

DATE EXECUTED: May 29, 2026

EXECUTED IN COUNTY OF: Alameda

CONTRACTOR/APPLICANT SIGNATURE:



TITLE: President and CEO



Stillwater Sciences

www.stillwatersci.com

Arcata, CA
707-822-9607



Berkeley, CA
510-848-8098



Sacramento, CA
916-964-9173



Los Angeles, CA
213-336-0001

Morro Bay, CA
805-570-7499



Ventura, CA
213-336-0001



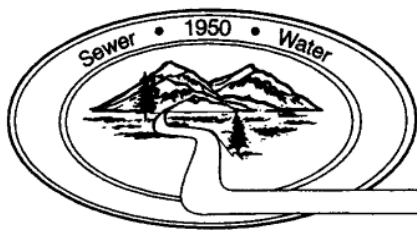
Portland, OR
503-267-9006



Boulder, CO
720-656-2330



Fort Collins, CO
970-840-9297



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6h

TO: Board of Directors

FROM: Dan Arce, Laboratory Director

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: Quality Control Officer Full-Time Position

REQUESTED BOARD ACTION: Approve the addition of a new full-time position by converting the current Laboratory Quality Control Officer from a part time/temporary position to a full-time/permanent position.

DISCUSSION: In May 2020, the California State Water Control Board enacted legislation requiring all environmental laboratories that report permit discharge compliance or drinking water data to implement the TNI-2 Standard. TNI-2 mandates that every laboratory designate a "Quality Manager" with authority and independence to ensure that the laboratory's Quality Management System is properly implemented and continuously maintained. This person must operate independently of the Laboratory Director to preserve objectivity and impartiality. The District Laboratory named this role "Quality Control Officer" (QCO).

In August 2023, the laboratory created a QCO position on a limited-term, part-time basis. The Local 39 Operating Engineers Union agreed to this arrangement on the condition that the position be phased out by August 2026.

Due to the nature of part-time availability, recurring gaps in data quality, especially in regard to time-sensitive projects, have been inevitable. Documents are often left incomplete until the QCO's next scheduled shift. Laboratory staff have frequently had the need to contact the QCO during off work hours to be able to finish projects satisfactorily. A significant share of the QCO's duties have been delegated to me, the Laboratory Director, and to Laboratory Technicians, requiring them to work overtime and diverting them from their primary functions in the laboratory.

The QCO's required duties include completing all District mandated training, attendance of all laboratory staff meetings and completing continuing education credits necessary to maintain Laboratory Analyst certification. These non-specific QCO obligations alone consume a substantial portion of the current position's 1,000-hour

annual cap. Meanwhile, core QCO functions such as staying current with all the analyses performed by the laboratory, reviewing worksheets, developing Standard Operating Procedures, and drafting Sampling Plans, demand much more than the current limited time allows. The part-time structure does not provide sufficient time to fulfill all the responsibilities that the TNI-2 Standard requires.

A full-time QCO would position the District's Laboratory to 1) maintain accreditation status without any major findings; 2) increase stakeholder confidence in the laboratory's data quality; and 3) reduce regulatory scrutiny and strengthen the District's credibility with permit authorities. A full-time QCO would also allow the broader Laboratory team to focus on routine laboratory and operational work rather than quality remediation.

If the QCO position is allowed to expire in August 2026, the QCO designation would revert to an existing full-time analyst, effectively eliminating a Laboratory Technician position, leaving the laboratory understaffed. The District may be compelled to outsource analytical work to contract laboratories, increasing costs and turnaround time, while reducing control over data quality. Just as important, the risk of non-compliance and the potential outsourcing of work represent a far greater long-term financial exposure. The overtime generated by distributing QCO duties to other staff as well as outsourcing work are costs that would be essentially eliminated by the creation of this position. Additionally, a part-time lab aide position would be eliminated to offset the cost of the position.

If approved, the QCO position would remain tied to the Laboratory Technician II salary scale.

SCHEDULE: Upon Board Approval

COSTS: The position already exists as part-time. Additional costs would be offset by reduced overtime and the elimination of a part-time Laboratory Aide position.

ACCOUNT NO: Various payroll account numbers

BUDGETED AMOUNT AVAILABLE: Cost of the position is \$139,305 (Currently incorporated into the 2026/2027 approved budget)

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

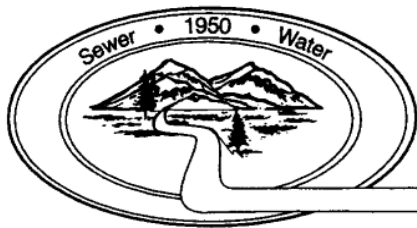
CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 12a

TO: Board of Directors

FROM: Paul Hughes, General Manager

MEETING DATE: June 18, 2026

ITEM – PROJECT NAME: Conference with Legal Counsel – Existing Litigation

REQUESTED BOARD ACTION: Direct Staff

DISCUSSION: Pursuant to Section 54956.9(d)(1) of the California Government code, Closed Session may be held for conference with legal counsel regarding existing litigation: Yolo County Superior Court Case CV 2021-1686, Alpine County vs. South Tahoe Public Utility District; et al.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

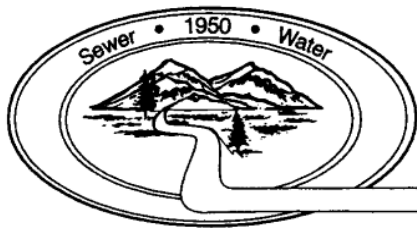
CATEGORY: General

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 12b

TO: Board of Directors
FROM: Liz Kauffman, Human Resources Director
MEETING DATE: June 18, 2026
ITEM – PROJECT NAME: General Manager Recruitment
REQUESTED BOARD ACTION: Direct Staff

DISCUSSION: Pursuant to Government Code Section 54957(b)(1) consider the appointment of a public employee. Provide staff with recruitment direction.

SCHEDULE: Pursuant to Board Direction

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____