

SOUTH TAHOE PUBLIC UTILITY DISTRICT
REGULAR BOARD MEETING AGENDA
Thursday, October 19, 2023 - 2:00 p.m.
District Board Room
1275 Meadow Crest Drive, South Lake Tahoe, California

David Peterson, President
Nick Haven, Director

BOARD MEMBERS
Shane Romsos, Vice President

Kelly Sheehan, Director
Nick Exline, Director

Paul Hughes, General Manager

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, and no more than four individuals shall address the same subject.)
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. 2023 Black Bart Waterline Replacement Project
(Trevor Coolidge, Senior Engineer)
1) Approve Contract Change Order No. 1 to Vinciguerra Construction, Inc. in the amount of \$657,751; and 2) Authorize the General Manager to execute Change Order No. 1.
 - b. Amendment to Board Policy
(Melonie Guttry, Executive Services Manager; Keith Collins, General Counsel)
Approve minor amendments to existing Board Policy as recommended by Keith Collins, General Counsel.
 - c. Liability Claim Against South Tahoe Public Utility District Received from Ashley Nichols
(Ryan Lee, Customer Service Manager)
Consider the Claim against South Tahoe Public Utility District for losses allegedly sustained by Ashley Nichols and direct the Joint Powers Insurance Authority (JPIA) to resolve the Claim.

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. Solar Project Permitting Update (Julie Ryan, Engineering Department Manager)
10. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)
 - a. Staffing Update
11. **NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**
Past Meetings/Events
10/05/2023 – 2:00 p.m. Regular Board Meeting at the District
10/11/2023 – 10:00 a.m. El Dorado Water Agency Meeting at the District
10/16/2023 – 3:30 p.m. Operations Committee Meeting at the District

Future Meetings/Events
11/02/2023 - 2:00 p.m. 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.)
 - a. Pursuant to Government Code Section 54956.9(d)(2) of the California Government code, Closed Session may be held for a conference with legal counsel (one case) Claim of Ashley Nichols.
 - b. 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.
 - c. 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: False Claims Act Case: United States, the States of California, Delaware, Florida, Nevada, and Tennessee and the Commonwealths of Massachusetts and Virginia ex rel. John Hendrix v. J-M Manufacturing Company, Inc. and Formosa Plastics Corporation, U.S.A., Civil Action No. ED CV06-0055-GW, United States District Court for the Central District of California.

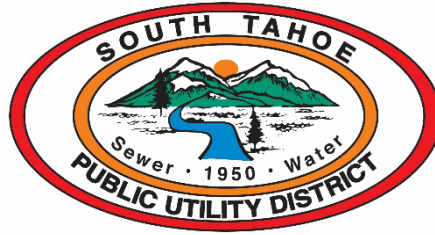
ADJOURNMENT (The next Regular Board Meeting is Thursday, November 2, 2023, at 2:00 p.m.)

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, October 19, 2023

ITEMS FOR CONSENT

a. WINTER STORMS EMERGENCY RESPONSE

(Paul Hughes, General Manager)

Pursuant to Public Contract Code Section 22050(c), continue the emergency action to respond to the Winter Storms Emergency pursuant to Resolution No. 3242-23.

b. AVEVA WONDERWARE FLEX LICENSE MIGRATION

(Chris Skelly, Information Technology Manager)

Authorize staff to sign Aveva's subscription three-year License contract for the District's SCADA software, Wonderware.

c. CALPERS REQUIRED PAY LISTING BY POSITION

(Greg Dupree, Accounting Manager)

Adopt Resolution 3258-23 which incorporates the Pay Listing by Position for the pay listing effective October 4, 2023.

d. SECONDARY CLARIFIER NO. 1 REHABILITATION

(Stephen Caswell, Principal Engineer)

(1) Approve Proposal to amend existing Task Order No. 29 for Carollo Engineers, Inc., for the Secondary Clarifier No. 1 Rehabilitation Project additional design services in an amount not to exceed \$43,654; and (2) Authorize the General Manager to execute Amendment A to Task Order No. 29 with Carollo Engineers, Inc.

e. REBID 2023-2024 TANK COATINGS TOUCHUP PROJECT

(Megan Colvey, Senior Engineer and Heidi Baugh, Purchasing Agent)

1) Approve Change Order No. 2 to Unified Field Services Corporation in the amount of <\$6,870.00>; 2) Approve Closeout Agreement and Release of Claims for Unified Field Services Corporation; and 3) Authorize the General Manager to execute Change Order No. 2 and the Closeout Agreement and Release of Claims for the REBID 2023-2024 Tank Coatings Touchup Project.

f. RETURN ACTIVATED SLUDGE PUMP STATION BUILDING REHABILITATION PROJECT

(Megan Colvey, Senior Engineer)

1) Approve the proposed Scope of Work from Carollo Engineers, Inc. for Task 2.2 Site Investigations associated with the Return Activated Sludge Pump Station Building Rehabilitation Project; and 2) Authorize the General Manger to execute Amendment A to Task Order No. 30 to the Master Services Agreement with Carollo Engineers, Inc. in the amount of \$49,010.

g. TALLAC CREEK SEWER PIPELINE PROTECTION PROJECT

(Julie Ryan, Engineering Department Manager)

(1) Approve Proposal from Northwest Hydraulic Consultants to amend existing Task Order No. 10 to provide revegetation, mitigation and monitoring plan implementation services in an amount not to exceed \$38,500; and (2) Authorize the General Manager to execute Amendment C to Task Order No. 10 with Northwest Hydraulic Consultants.

h. HERBERT WALKUP WATERLINE REPLACEMENT PROJECT

(Brent Goligoski, Associate Engineer)

Authorize staff to advertise for construction bids for the Herbert Walkup Waterline Replacement Project.

**i. RESOLUTION FOR BUREAU OF RECLAMATION WATERSMART DROUGHT RESPONSE PROGRAM:
DROUGHT RESILIENCY PROJECTS FOR FISCAL YEAR 2024**

(Donielle Morse, Grants Coordinator)

Adopt Bureau of Reclamation WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2024 grant program Resolution No. 3259-23 approving grant funding for the Improving Community Water Management Project.

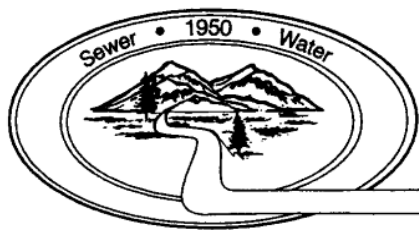
j. RECEIVE AND FILE PAYMENT OF CLAIMS

(Greg Dupree, Accounting Manager)

Receive and file Payment of Claims in the amount of \$2,990,261.71

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
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.stpubd.us

BOARD AGENDA ITEM 4a

TO: Board of Directors

FROM: Paul Hughes, General Manager

MEETING DATE: October 19, 2023

ITEM – PROJECT NAME: Winter Storms Emergency Response

REQUESTED BOARD ACTION: Pursuant to Public Contract Code Section 22050(c), continue the emergency action to respond to the Winter Storms Emergency pursuant to Resolution No. 3242-23.

DISCUSSION: The Board declared the Winter Storms Emergency Response as an emergency on March 16, 2023. District staff will provide an update to the Board regarding the status of the emergency.

Public Contract Code Section 22050(c) requires the Board to review the emergency action at every Board meeting thereafter until the emergency action is terminated. The Board must determine by a 4/5 vote that there is a need to continue the emergency action. District staff is requesting that the Board continue the emergency action for the response to the Winter Storms Emergency.

As you may recall, on March 9th, 2023, Governor Gavin Newsom proclaimed a state of emergency throughout California to support the recent winter storm events that hit the state. These storms caused widespread damage and disruption with heavy snow, freezing temperatures, and strong winds causing avalanches, debris flow, and flooding across the state. The emergency proclamation provides critical support for emergency relief efforts, including assistance for local response efforts to address the impacts of the winter storms.

The District has proactively tracked its storm-related expenses, including labor, parts, fuel, materials, and contractor assistance. Given the significant costs associated with responding to, and recovering from, these events, the District will be seeking reimbursement for eligible expenses through the Cal-OES Hazard Mitigation Assistance

Program. Under this program, eligible costs may be reimbursed at a 75 percent state, and 25 percent local, cost share.

SCHEDULE: N/A

COSTS: \$1,400,000

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3242-23

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES PA NO _____

CHIEF FINANCIAL OFFICER: YES PA NO _____



South Tahoe Public Utility District

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline

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

BOARD AGENDA ITEM 4b

TO: Board of Directors

FROM: Chris Skelly, Information Technology Manager

MEETING DATE: October 19, 2023

ITEM – PROJECT NAME: Aveva Wonderware Flex License Migration

REQUESTED BOARD ACTION: Authorize staff to sign Aveva's subscription three-year License contract for the District's SCADA software, Wonderware.

DISCUSSION: The District effectively manages and oversees its operational technology through Aveva's Wonderware platform. Historically, our licensing arrangement followed a perpetual purchase model, where the District would acquire ownership of the licenses and then incur annual costs for support and software upgrade rights. However, we are now considering transitioning to a "right-to-use" subscription model.

Under this proposed model, the District would no longer hold ownership of the licenses. Instead, we would secure the right to utilize these licenses for the duration of our contract. Importantly, this licensing shift comes with significant advantages. The licenses granted during the contract period offer enhanced capabilities and functionalities that align with the District's ongoing initiatives.

It is worth noting that this new licensing model does come with a higher price tag compared to the previous arrangement. Based on 2023 renewal figures, the cost increase amounts to \$7,245. However, we firmly believe that the added functionalities and capabilities brought to the District's SCADA program, coupled with the potential for increased staff efficiencies, outweigh the additional expense.

In summary, while this transition may seem costlier on the surface, the District stands to gain substantial benefits, which will significantly contribute to the success of our ongoing initiatives and the overall efficiency of our operations.

SCHEDULE: Contract Term 2023 – 2026

COSTS: Contract Value: \$142,350.00, First Year Cost: \$45,150

ACCOUNT NO: 10.56.6030, 20.56.6030

BUDGETED AMOUNT AVAILABLE: \$293,649.18

ATTACHMENTS: Aveva Flex License Quote

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AS NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____



126 Mill Street
Healdsburg, CA 95448

(866) 966-3376

QUOTE

305221.4

SOTAH1

AVEVA Flex InTouch

10/06/2023

Direct Opp
Revising

Ship To: SOUTH TAHOE PUBLIC UTILITY DIST.
1275 MEADOW CREST DRIVE
SOUTH LAKE TAHOE, CA 96150

Attn: Chris Skelly
SOUTH TAHOE PUBLIC UTILITY DIST.
direct (530) 543-6281
main () -
fax

Bill To: SOUTH TAHOE PUBLIC UTILITY DIST.
1275 MEADOW CREST DRIVE
SOUTH LAKE TAHOE, CA 96150

From: Brent McDowell
brent.mcdowell@california.avevaselect.com
direct (707) 473-3109
main (866) 966-3376
fax (707) 473-3190

Thank you for the opportunity to offer you this quote. Here is the information you requested.

SITE ID: 3957 - South Tahoe Public Utility Dist., 1275 Meadow Crest Dr. South Lake Tahoe CA 96150

AVEVA Flex Credits:

Consumable credits that can be redeemed for a variety of subscription tiers:

- Access across AVEVA's comprehensive software portfolio
- Interchange software tiers, options and licenses as needs evolve
- Customer FIRST technical support included in every subscription tier
- A New Subscription Term begins when the order is invoiced.

-If the order is adding/amending an existing subscription, then the term will align with the existing term dates.

*** Please Note: 3 Year Term requires a PO for all 3 years at time of purchase.**

Included with AVEVA Premium Customer First Program are the following services:

- Security fixes, patches, updates and Hotfixes (*Only available while the CF contract is valid)
- New Releases of Software
- Upgraded licenses to current version of software (*Only available while the CF contract is valid)
- Emergency 24/7/365 Technical Telephone Support
- AVEVA Direct Technical Support: Access to technical resources at both the local distributor and directly from AVEVA
- Access to the AVEVA Global Customer Support Website Access: Search for answers to your questions and log and track cases
- Access to the Customer FIRST Mobile Support App
- Software Asset Manager – Identify and manage software versions and licenses
- Online Training Webinars: Access to library of eLearning webinars

- **AVEVA is scheduled to implement a price increase on January 1, 2024.**

- All orders need to be placed, shipped, and invoiced by noon on 12/29/2023 to secure pricing as quoted.

If you plan on purchasing after December 29, 2023, please contact AVEVA Select California for a revised quotation.

Wonderware solutions are now AVEVA solutions: Learn more about this exciting change here: <https://sw.aveva.com/wonderware>

Interested in additional training? Please visit our website and view our events schedule at <https://california.avevaselect.com>

Access the status of your order on our Online Order Status system!! Just click on the link contained in your order confirmation to begin the login process. Once signed up you can access via <https://california.avevaselect.com>

Access our Return, Shipping, and other company policies at our website via <https://california.avevaselect.com/aboutus/policies.aspx>

PO Number:

Duration: This quote is valid for 30 days. **FOB:** Healdsburg, CA

Freight: Prepaid and Add

Terms: Net 30 Days

Pages: 1 of 5

Remit to: E&M, Inc. 126 Mill Street, Healdsburg, CA 95448

california.wonderware.com



126 Mill Street
Healdsburg, CA 95448

(866) 966-3376

QUOTE**305221.4****SOTAH1**

AVEVA Flex InTouch

10/06/2023

Direct Opp
Revising

Ship To: SOUTH TAHOE PUBLIC UTILITY DIST.
1275 MEADOW CREST DRIVE
SOUTH LAKE TAHOE, CA 96150

Attn: Chris Skelly
SOUTH TAHOE PUBLIC UTILITY DIST.
direct (530) 543-6281
main () -
fax

Bill To: SOUTH TAHOE PUBLIC UTILITY DIST.
1275 MEADOW CREST DRIVE
SOUTH LAKE TAHOE, CA 96150

From: Brent McDowell
brent.mcdowell@california.avevaselect.com
direct (707) 473-3109
main (866) 966-3376
fax (707) 473-3190

PO Number:

Duration: This quote is valid for 30 days. **FOB:** Healdsburg, CA

Freight: Prepaid and Add

Terms: Net 30 Days

Pages: 2 of 5

Remit to: E&M, Inc. 126 Mill Street, Healdsburg, CA 95448

california.wonderware.com



126 Mill Street
Healdsburg, CA 95448

(866) 966-3376

QUOTE

305221.4

SOTAH1

AVEVA Flex InTouch

10/06/2023

Direct Opp
Revising

Ship To: SOUTH TAHOE PUBLIC UTILITY DIST.
1275 MEADOW CREST DRIVE
SOUTH LAKE TAHOE, CA 96150

Attn: Chris Skelly
SOUTH TAHOE PUBLIC UTILITY DIST.
direct (530) 543-6281
main () -
fax

Bill To: SOUTH TAHOE PUBLIC UTILITY DIST.
1275 MEADOW CREST DRIVE
SOUTH LAKE TAHOE, CA 96150

From: Brent McDowell
brent.mcdowell@california.avevaselect.com
direct (707) 473-3109
main (866) 966-3376
fax (707) 473-3190

AVEVA Flex

Please note:

* Any order resulting from this quote automatically incorporates the below special terms and conditions, listed here, for Flex Subscription purchases:

- Flex credits are an annual allotment of credits, built on a monthly credit consumption model, that can be redeemed for a variety of interchangeable subscription tiers.

- The quoted number of credits is expected to cover the following selections, but if different or additional subscription selections are made, the purchase of additional credits may be necessary:

- AVEVA InTouch HMI Unlimited - Qty 1 - 1000 Credits
 - Includes InTouch Tag Server with unlimited tags, InTouch WindowMaker
 - Includes redundant configuration, Supports 1 InTouch Application, Includes OPC UA Server
 - Unlimited RDS clients, unlimited web clients with workspaces, includes historian clients - suggested max 40 concurrent RDS clients
 - Includes Standard Communication Driver with redundancy
 - Includes 100K Tag Historian with redundancy and Reports for Operations Server

- AVEVA Historian, Advanced - Unlimited - Qty 1 - 1250 Credits
 - Unlimited tag count
 - No limits on retrieval time span
 - Can be used to replicate data from Tier 1 Historians
 - Includes redundant configuration
 - Does not include MS SQL or SQL CAL licenses

- AVEVA InTouch HMI - Workstation - Qty 2 - 320 Total Credits
 - Includes Tag Server with 100K tags
 - Includes one desktop HMI Client and supports one Web Client
 - Communication driver not included
 - Includes OPC UA Server

- AVEVA Communication Drivers - Standard - Qty 2 - 80 Total Credits
 - Access to all supervisory drivers
 - No I/O limits
 - Supports PLC network redundancy
 - Supervisory redundancy included
 - Dual node license

- AVEVA Historian 5k Tags - Qty 1 - 250 Credits

- Credit: The virtual Credits purchased by Customer which may be redeemed to create a license file allowing access and use of a variety of interchangeable Products. Credits will be allotted to respective twelve calendar month periods (each a "Year"). Once activated, licenses begin consuming Credits on a monthly basis as prorated against the annual credit consumption schedule listed for that product.

- Cancellation: End User in a multi-Year subscription may request to cancel its subscription effective at the end of any Year, provided that the End User gives written notice at least 90 days prior to the start of the next Year of the subscription. Any cancellation before the end of a term will result in cancellation fee of 25% of the remaining amount owned on the agreed subscription term and will be due immediately upon notice of cancellation.

PO Number:

Duration: This quote is valid for 30 days. **FOB:** Healdsburg, CA

Freight: Prepaid and Add

Terms: Net 30 Days

Pages: 3 of 5

Remit to: E&M, Inc. 126 Mill Street, Healdsburg, CA 95448

california.wonderware.com



126 Mill Street
Healdsburg, CA 95448

(866) 966-3376

QUOTE**305221.4****SOTAH1**

AVEVA Flex InTouch

10/06/2023

Direct Opp
Revising

Ship To: SOUTH TAHOE PUBLIC UTILITY DIST.
1275 MEADOW CREST DRIVE
SOUTH LAKE TAHOE, CA 96150

Attn: Chris Skelly
SOUTH TAHOE PUBLIC UTILITY DIST.
direct (530) 543-6281
main () -
fax

Bill To: SOUTH TAHOE PUBLIC UTILITY DIST.
1275 MEADOW CREST DRIVE
SOUTH LAKE TAHOE, CA 96150

From: Brent McDowell
brent.mcdowell@california.avevaselect.com
direct (707) 473-3109
main (866) 966-3376
fax (707) 473-3190

- Support: "Right-to-use" and "right-to-access" licenses under the AVEVA Flex Credit program include Support (provided by the parties as described in the Agreement) without an additional fee. End Users will not have an option to obtain licenses without also obtaining support. In the event that the End User wants higher levels of support, then they may select either the Premium or the Elite support, for a corresponding upcharge in their subscription over their chosen tiered price, as provided in the Online Configurator.

PO Number:**Duration:** This quote is valid for 30 days. **FOB:** Healdsburg, CA**Freight:** Prepaid and Add**Terms:** Net 30 Days**Pages:** 4 of 5**Remit to:** E&M, Inc. 126 Mill Street, Healdsburg, CA 95448

california.wonderware.com



126 Mill Street
Healdsburg, CA 95448

(866) 966-3376

QUOTE

305221.4

SOTAH1

AVEVA Flex InTouch

10/06/2023

Direct Opp
Revising

Ship To: SOUTH TAHOE PUBLIC UTILITY DIST.
1275 MEADOW CREST DRIVE
SOUTH LAKE TAHOE, CA 96150

Attn: Chris Skelly
SOUTH TAHOE PUBLIC UTILITY DIST.
direct (530) 543-6281
main () -
fax

Bill To: SOUTH TAHOE PUBLIC UTILITY DIST.
1275 MEADOW CREST DRIVE
SOUTH LAKE TAHOE, CA 96150

From: Brent McDowell
brent.mcdowell@california.avevaselect.com
direct (707) 473-3109
main (866) 966-3376
fax (707) 473-3190

Quantity	Part Number/Description	Availability*	Tax	Price	Extension
1 Line:1	FLEXCR-01-P3-Y1 Aveva Flex Subscription - 2900 Credits; Premium Support - 3 Year Term - Year 1	1 Estimated 1-2 Weeks	N	\$45,150.00	\$45,150.00
1 Line:2	FLEXCR-01-P3-Y2 Aveva Flex Subscription - 2900 Credits; Premium Support - 3 Year Term - Year 2	1 Estimated 1-2 Weeks	N	\$47,410.00	\$47,410.00
1 Line:3	FLEXCR-01-P3-Y3 Aveva Flex Subscription - 2900 Credits; Premium Support - 3 Year Term - Year 3	1 Estimated 1-2 Weeks	N	\$49,790.00	\$49,790.00

Sub-Total **\$142,350.00**

Base Quotation Pricing Summary

Availability:

- Part availability is subject to change and is based on the availability at the time this quote was created.
- Time in transit is subject to change depending on the "Ship To" address that is provided by the customer at the time the order is placed and the method in which customer requests that the part(s) ship.
- For "In Stock" parts, orders must be received by 3:00PM PST to ship same day.
- For Factory Stock parts, please allow approximately one week for delivery via our standard shipping methods.

Taxable:	\$0.00
Non-Taxable:	\$142,350.00
Subtotal:	\$142,350.00
Tax (8.75%):	\$0.00
Freight:	TBD
TOTAL:	\$142,350.00

Freight is NOT included in this total. Your final invoice may include freight charges.

PO Number:

Duration: This quote is valid for 30 days. **FOB:** Healdsburg, CA

Freight: Prepaid and Add

Terms: Net 30 Days

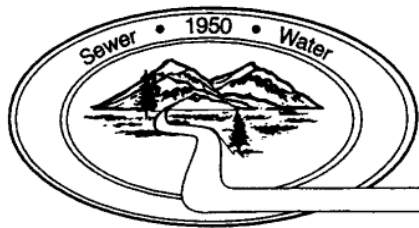
Pages: 5 of 5

Remit to: E&M, Inc. 126 Mill Street, Healdsburg, CA 95448

california.wonderware.com

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
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 4c

TO: Board of Directors
FROM: Greg Dupree, Accounting Manager
MEETING DATE: October 19, 2023
ITEM – PROJECT NAME: CalPERS Required Pay Listing by Position

REQUESTED BOARD ACTION: Adopt Resolution 3258-23 which incorporates the Pay Listing by Position for the pay listing effective October 4, 2023.

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. Update to the Water Reuse Lead – Y Rate position rate to match step D/F of Underground Repair Supervisors.

SCHEDULE: Post Pay Listing effective October 4, 2023 on website upon approval

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: CalPERS Pay Listing by Position 100423; Resolution No. 3258-23

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AA NO _____

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE October 4, 2023

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 53,458	\$ 68,227
ACCOUNT CLERK II	\$ 59,629	\$ 76,104
ACCOUNTING MANAGER	\$ 125,908	\$ 160,694
ACCOUNTING SUPERVISOR	\$ 86,917	\$ 110,930
ACCOUNTING TECH I	\$ 60,447	\$ 77,147
ACCT TECH II/GRANT ASST	\$ 66,494	\$ 84,866
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 64,562	\$ 82,399
ASSET MANAGEMENT ANALYST I	\$ 65,560	\$ 83,673
ASSET MANAGEMENT ANALYST II	\$ 87,857	\$ 112,130
ASSET MANAGEMENT ANALYST I-Y RATE	\$ 103,557	\$ 103,557
ASSOCIATE ENGINEER	\$ 109,157	\$ 139,315
ASST GENERAL MANAGER	\$ 178,938	\$ 228,375
CHIEF FINANCIAL OFFICER	\$ 167,128	\$ 213,302
CHIEF PLANT OPERATOR	\$ 109,937	\$ 140,310
COMPUTER AIDED DESIGN ANALYST I	\$ 65,560	\$ 83,673
COMPUTER AIDED DESIGN ANALYST II	\$ 87,857	\$ 112,130
CONTRACT ADMINISTRATOR	\$ 70,459	\$ 89,926
CUSTOMER ACCOUNTS SPECIALIST	\$ 66,788	\$ 85,240
CUSTOMER SERVICE MANAGER	\$ 121,868	\$ 155,538
CUSTOMER SERVICE REP I	\$ 51,236	\$ 65,392
CUSTOMER SERVICE REP II	\$ 57,155	\$ 72,945
CUSTOMER SERVICE SUPERVISOR	\$ 86,917	\$ 110,930
DIRECTOR OF PUBLIC AND LEGISLATIVE AFFAIRS	\$ 121,363	\$ 154,894
ELECTRICAL/INSTR SUPERVISOR	\$ 115,341	\$ 147,207
ELECTRICAL/INSTR TECH I	\$ 71,774	\$ 91,604
ELECTRICAL/INSTR TECH II	\$ 83,714	\$ 106,842
ENG/CAD/GIS SPECIALIST I	\$ 65,560	\$ 83,673
ENG/CAD/GIS SPECIALIST II	\$ 87,857	\$ 112,130
ENGINEERING DEPT MANAGER	\$ 170,986	\$ 218,226
ENGINEERING INSPECTOR I	\$ 60,187	\$ 76,816
ENGINEERING INSPECTOR I - Y Rate	\$ 95,294	\$ 95,294
ENGINEERING INSPECTOR II	\$ 80,656	\$ 102,940
ENGINEERING INSPECTOR III	\$ 92,782	\$ 118,416
EXECUTIVE SERVICES MANAGER	\$ 110,538	\$ 141,077
FINANCE ASST	\$ 64,562	\$ 82,399
GENERAL MANAGER	\$ 230,814	\$ 294,584
GRANT ASSISTANT	\$ 66,494	\$ 84,866
GRANT COORDINATOR	\$ 106,412	\$ 135,811

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE October 4, 2023

	MINIMUM ANNUAL	MAXIMUM ANNUAL
GRANTS SPECIALIST	\$ 79,809	\$ 101,859
HR ANALYST	\$ 74,692	\$ 95,329
HR COORDINATOR	\$ 64,562	\$ 82,399
HUMAN RESOURCES DIRECTOR	\$ 138,504	\$ 176,769
INFO TECHNOLOGY MANAGER	\$ 136,802	\$ 174,598
INSPECTIONS SUPERVISOR	\$ 92,328	\$ 117,836
INSPECTOR I	\$ 65,565	\$ 83,679
INSPECTOR II	\$ 77,276	\$ 98,626
INTERIM GENERAL MANAGER	\$ 230,814	\$ 230,814
IT BUSINESS ANALYST I	\$ 95,476	\$ 121,854
IT BUSINESS ANALYST II	\$ 102,427	\$ 130,726
IT SYSTEMS SPECIALIST I	\$ 70,826	\$ 90,394
IT SYSTEMS SPECIALIST II	\$ 83,036	\$ 105,977
LAB ASST	\$ 53,643	\$ 68,463
LAB DIRECTOR	\$ 112,741	\$ 143,890
LAB TECH I	\$ 66,851	\$ 85,321
LAB TECH II	\$ 78,574	\$ 100,282
LT LAB QUALITY CONTROL OFFICER	\$ 37,738	\$ 48,165
MAINT MECHANIC TECH I	\$ 61,109	\$ 77,993
MAINT MECHANIC TECH II	\$ 71,938	\$ 91,813
MAINTENANCE SUPERVISOR	\$ 106,697	\$ 136,175
MANAGER OF FIELD OPERATIONS	\$ 139,982	\$ 178,656
MANAGER OF PLANT OPERATIONS	\$ 137,339	\$ 175,283
METER SERVICE TECH	\$ 65,565	\$ 83,679
NETWORK/TEL SYS ADMIN I	\$ 95,476	\$ 121,854
NETWORK/TEL SYS ADMIN II	\$ 102,427	\$ 130,726
OPERATIONS SUPERVISOR	\$ 91,120	\$ 116,295
OPERATOR IN TRAINING	\$ 29,183	\$ 29,183
PART TIME PERMANENT I	\$ 15,485	\$ 19,763
PART TIME PERMANENT II	\$ 19,830	\$ 25,309
PLANT OPERATOR I	\$ 62,281	\$ 79,488
PLANT OPERATOR I - Y RATE	\$ 85,245	\$ 85,245
PLANT OPERATOR III	\$ 78,719	\$ 100,468
PRINCIPAL ENGINEER	\$ 148,234	\$ 189,188
PUMP STATION LEAD	\$ 83,080	\$ 106,033
PUMP STATION OPERATOR I	\$ 58,103	\$ 74,156
PUMP STATION OPERATOR II	\$ 71,110	\$ 90,756
PUMP STATION SUPERVISOR	\$ 98,754	\$ 126,037

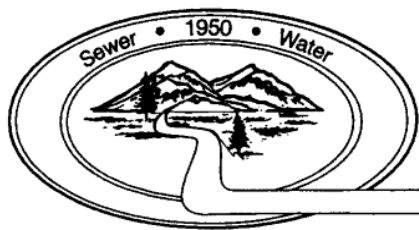
SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE October 4, 2023

	MINIMUM ANNUAL	MAXIMUM ANNUAL
PURCHASING AGENT	\$ 110,538	\$ 141,077
SEASONAL	\$ 19,830	\$ 25,309
SENIOR CUSTOMER SERVICE REP	\$ 66,788	\$ 85,240
SENIOR ENGINEER	\$ 125,482	\$ 160,151
SHIPPING AND RECEIVING CLERK	\$ 63,634	\$ 81,215
STAFF ENGINEER I	\$ 80,647	\$ 102,929
STAFF ENGINEER II	\$ 92,782	\$ 118,416
STUDENT HELPER	\$ 15,485	\$ 19,763
UNDERGROUND REPAIR SEWER I	\$ 51,487	\$ 65,712
UNDERGROUND REPAIR SEWER II	\$ 63,611	\$ 81,186
UNDERGROUND REPAIR SEWER LEAD	\$ 76,215	\$ 97,272
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 97,646	\$ 124,624
UNDERGROUND REPAIR WATER I	\$ 51,487	\$ 65,712
UNDERGROUND REPAIR WATER II	\$ 63,611	\$ 81,186
UNDERGROUND REPAIR WATER LEAD	\$ 76,215	\$ 97,272
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 97,646	\$ 124,624
UTILITY PERSON I	\$ 45,152	\$ 57,627
UTILITY PERSON II	\$ 53,711	\$ 68,550
VEHICLE/HVY EQUIP MECH I	\$ 61,109	\$ 77,993
VEHICLE/HVY EQUIP MECH II	\$ 71,938	\$ 91,813
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 97,646	\$ 124,624
WATER CONSERVATION SPECIALIST	\$ 69,792	\$ 89,074
WATER RESOURCES MANAGER	\$ 125,482	\$ 160,151
WATER REUSE LEAD	\$ 76,215	\$ 97,272
WATER REUSE LEAD - Y RATE	\$ 113,037	\$ 113,037
WATER REUSE MANAGER	\$ 125,482	\$ 160,151
WATER REUSE WORKER I	\$ 51,487	\$ 65,712
WATER REUSE WORKER II	\$ 63,611	\$ 81,186

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
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 4d

TO: Board of Directors

FROM: Stephen Caswell, Principal Engineer

MEETING DATE: October 19, 2023

ITEM – PROJECT NAME: Secondary Clarifier No. 1 Rehabilitation

REQUESTED BOARD ACTION: (1) Approve Proposal to amend existing Task Order No. 29 for Carollo Engineers, Inc., for the Secondary Clarifier No. 1 Rehabilitation Project additional design services in an amount not to exceed \$43,654; and (2) Authorize the General Manager to execute Amendment A to Task Order No. 29 with Carollo Engineers, Inc.

DISCUSSION: On September 7, 2023, the Board authorized staff to proceed with bidding the Secondary Clarifier No.1 Rehabilitation project. This is the second bid and fourth repackaging of the bid set for this clarifier, which was originally prepared in 2020 as a three-clarifier project to be constructed over three seasons. Since 2020, the District has pursued various outside funding opportunities that have driven the District to repack and rebid the project multiple times, currently with Secondary Clarifier 1 as a stand-alone rehabilitation project.

To prepare Secondary Clarifier 1 for bidding, the most-recent two-clarifier plan set had to be split. Carollo had to update drawings and specifications, construction schedule, construction cost estimate, and provide support during an additional bid period. The extra effort requires an amendment to the previously authorized Scope of Work.

Staff recommends that the Board approve the proposal from Carollo Engineers, Inc., in the amount of \$43,654 for engineering services for the Secondary Clarifier No. 1 Rehabilitation Project and authorize the General Manager to execute Amendment No. 1 to Task Order No. 29 with Carollo Engineers, Inc.

SCHEDULE: N/A

COSTS: \$43,654

ACCOUNT NO: 1030-8088

BUDGETED AMOUNT AVAILABLE: Funded with State Revolving Fund loan

ATTACHMENTS: Carollo proposal

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AA NO _____

AMENDMENT NO.1 TO TASK ORDER 29

SOUTH TAHOE PUBLIC UTILITY DISTRICT

(STPUD)

AND

CAROLLO ENGINEERS, INC.

(CONSULTANT)

This Amendment No.1 to Task Order No.29 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:

Secondary Clarifiers Nos. 1 and 2 Rehabilitation Project

(Project)

Purpose

The purpose of this Amendment is to reimburse the CONSULTANT for additional engineering services to split the project into two separate bid packages, one for each clarifier. The original task order assumed the two secondary clarifiers would be bid as a single construction contract. The following scope outlines the additional effort required to prepare two separate bid packages.

Scope of Services

Task 1 – UPDATE FINAL DESIGN DOCUMENTS

1.1 – Update Previous Bid Drawings

CONSULTANT revised the bid checkset submittal package which incorporated both Secondary Clarifiers and split this into two separate bid packages, one for each clarifier. Revisions included:

1. Change the project title and District project number.
2. Update site plans for each clarifier bid package to include only work under that contract.
3. Update yard drawings to indicate site work associated with each clarifier, revising the drawings for locations of work and staging area for contractor.
4. Updated electrical and instrumentation drawings to show only work pertaining to each clarifier.
5. Re-numbered drawings to account for the removed drawings for each clarifier bid package.
6. Incorporated any additional “lessons-learned” from the Secondary Clarifier No.2 Rehabilitation Project.
7. Completed QC process for two separate deliverables.
8. Completed certified digital signature process for two separate deliverables.

1.2 – Update Previous Final Specifications

CONSULTANT revised the previous bid checkset specifications to reflect the removal of each clarifier. Revisions included:

1. Revised project title and project description.
2. Updated Notice Inviting Bids and other Div 00 specifications based on updated contract requirements.
3. Updated schedule section with new project milestones.
4. Deleted bid items related to work for other clarifier and renumbered bid items.
5. Updated sections for owner-furnished materials and equipment, including an inventory and description.
6. Delete portions related to the work associated with the other clarifier, including mechanical, electrical and instrumentation.
7. Completed QC process for two separate deliverables.
8. Completed certified digital signature process for two separate deliverables.

Task 1 Additional Deliverables:

- Updated final review drawings and specifications for Secondary Clarifier No.1 Bid Package, in electronic PDF format only (no hard copies).
- Final bid set submittal for Secondary Clarifier No.1 Bid Package, 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).

Task 2 – Update Construction Schedule and Opinion of Probable Construction Costs (OPCC)

2.2 –OPCC Update

The OPCC was updated for bidding each Secondary Clarifier separately and at different times.

Task 2 Deliverables:

- Updated Opinion of Probable Construction Cost (OPCC).

Task 3 – Bidding Services

An additional bid period was required based on bidding of the two clarifiers separately which required some additional effort as follows.

3.2 – Answer Bid Questions and Prepare Addenda

CONSULTANT will answer bid questions directed to the CONSULTANT by the District and prepare addenda as required for Secondary Clarifier No.1 bid package. CONSULTANT will also review the bids received to assist the District in determining responsiveness of the bidders and the basis for awarding the contract.

Task 3 Additional Deliverables:

- Addenda for Secondary Clarifier No.1.
- Bid analysis summary for Secondary Clarifier No.1.

Task 4 – Project Management During Final Design and Bidding

4.1 – Final Design Phase Resource Management and Monthly Reporting

The original project schedule assumed a 4-month duration. The project duration has been extended by an additional 5 months. Project management services during this period included resource management and preparation of monthly progress reports during the Final Design Phase and Bidding as well as check-in calls with the District Project Manager.

Task 4 Additional Deliverables:

- Monthly progress reports and invoice

TIME OF PERFORMANCE

CONSULTANT has completed all work included in this amendment except for bidding services and final invoicing. All work associated with this amendment will be completed by the end of October 2023.

PAYMENT

Payment to CONSULTANT for services performed under this Amendment No.1 to the Scope of Services is detailed in the ESTIMATED ENGINEERING HOURS AND COSTS and shall not exceed the amount of forty-three thousand, six hundred and fifty-four dollars (\$43,654), unless the scope of work is changed and an increase is authorized by STPUD.

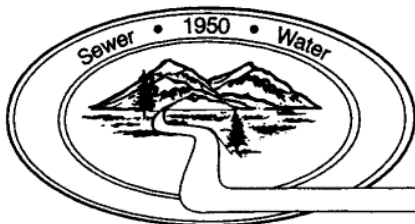
EFFECTIVE DATE

This Amendment No.1 to Task Order No. 29 is effective as of the _____ day of _____, 2023.

ESTIMATED ENGINEERING HOURS AND COSTS
 South Tahoe Public Utility District
 Engineering Services for Secondary Clarifiers No. 1 and 2 Rehabilitation ReBid Project - Amendment No.1



TASK												COST SUMMARY					
	Parker	Gutierrez	Britten	Robertson	Dadik	Mossinger	Carvalho/ Robinson					Subtotals	PECE	Misc. Costs and Printing	Travel \$/mi	Total ODCs	Total Cost
	Principal- in-Charge QA/QC	Project Manager	Project Engineer	Staff Prof	Struct Engr	Mech Engr	EI&C Engr	Senior CAD Tech	Graphics / CAD Tech	Clerical Support	Hours	Budget	\$13.00		\$0.630		
2022 Fee Schedule	\$310	\$310	\$288	\$199	\$288	\$288	\$288	\$209	\$151	\$133							
TASK 1 - UPDATE FINAL DESIGN DOCUMENTS																	
1.1 Separate Clarifier No.1 Bid Drawings	2	4	0	36	2	0	12	8	40	0	104	\$20,768	\$1,352	\$0	\$0	\$1,352	\$22,120
1.2 Separate Clarifier No.1 Bid Specifications	2	4	0	16	4	0	12	0	0	16	54	\$11,780	\$702	\$0	\$0	\$702	\$12,482
Task 1 Hours	4	8	0	52	6	0	24	8	40	16	158						
Task 1 Budget	\$1,240	\$2,480	\$0	\$10,348	\$1,728	\$0	\$6,912	\$1,672	\$6,040	\$2,128		\$32,548	\$2,054	\$0	\$0	\$2,054	\$34,602
TASK 2 - UPDATE CONSTRUCTION SCHEDULE AND OPCC																	
2.2 Update OPCC for Clarifier No.1	0	2	0	4	0	0	0	0	0	0	6	\$1,416	\$78	\$0	\$0	\$78	\$1,494
Task 2 Hours	0	2	0	4	0	0	0	0	0	0	6						
Task 2 Budget	\$0	\$620	\$0	\$796	\$0	\$0	\$0	\$0	\$0	\$0		\$1,416	\$78	\$0	\$0	\$78	\$1,494
TASK 3 - BIDDING SERVICES																	
3.2 Answer Bid Questions and Prepare Addenda for Clarifier No.1	0	4	0	8	2	0	4	4	0	4	26	\$5,928	\$338	\$0	\$0	\$338	\$6,266
Task 3 Hours	0	4	0	8	2	0	4	4	0	4	26						
Task 3 Budget	\$0	\$1,240	\$0	\$1,592	\$576	\$0	\$1,152	\$836	\$0	\$532		\$5,928	\$338	\$0	\$0	\$338	\$6,266
TASK 4 - PROJECT MANGAGEMENT DURING FINAL DESIGN AND BIDDING																	
4.1 Resource Management and Monthly Reporting	0	4	0	0	0	0	0	0	0	0	4	\$1,240	\$52	\$0	\$0	\$52	\$1,292
Task 4 Hours	0	4	0	0	0	0	0	0	0	0	4						
Task 4 Budget	\$0	\$1,240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$1,240	\$52	\$0	\$0	\$52	\$1,292
Tasks 1-4 Total Hours	4	18	0	64	8	0	28	12	40	20	194						
Tasks 1-4 Total Budget	\$1,240	\$5,580	\$0	\$12,736	\$2,304	\$0	\$8,064	\$2,508	\$6,040	\$2,660		\$41,132	\$2,522	\$0	\$0	\$2,522	\$43,654



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 4e

TO: Board of Directors

FROM: Megan Colvey, Senior Engineer
Heidi Baugh, Purchasing Agent

MEETING DATE: October 19, 2023

ITEM – PROJECT NAME: REBID 2023-2024 Tank Coatings Touchup Project

REQUESTED BOARD ACTION: 1) Approve Change Order No. 2 to Unified Field Services Corporation in the amount of <\$6,870.00>; 2) Approve Closeout Agreement and Release of Claims for Unified Field Services Corporation; and 3) Authorize the General Manager to execute Change Order No. 2 and the Closeout Agreement and Release of Claims for the REBID 2023-2024 Tank Coatings Touchup Project.

DISCUSSION: This project included coating repairs on two water storage tanks – Forest Mountain and Echo View – over the 2023 summer season. The Contractor, Unified Field Services Corporation (UFSC) completed the coating touchup work at both tanks on August 28, 2023.

Change Order No. 2 is a balancing change order that decreases the overall Contract amount by \$6,870.00 from \$179,299.42 to \$172,429.42. Staff recommends approval of Change Order No. 2.

With Board approval, staff filed the Notice of Completion (NOC) with El Dorado County on September 9, 2023. El Dorado County recorded the NOC on September 11, 2023. The 30-day Stop Notice filing period ended on October 11, 2023. No Stop Notices were filed within the filing period. With authorization of Change Order No. 2, UFSC will have met all the requirements of the Contract. Staff recommends approval of the Closeout Agreement and Release of Claims.

SCHEDULE: Upon Board Approval

COSTS: <\$6,870.00> (Echo View)

ACCOUNT NO: 2030-7015 (Forest Mountain); 2030-8482 (Echo View)

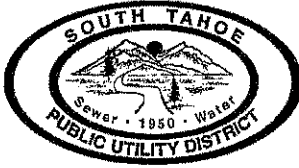
BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Change Order No. 2, Closeout Agreement

CONCURRENCE WITH REQUESTED ACTION: _____ **CATEGORY:** Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AA NO _____



Change Order #: 2

Project: REBID 2023-'24 Tanks Coating Touchup

Date: 8/31/2023

Purchase Order No. : 2023-1211

Contractor: Unified Field Services Corporation

	Dollar Amounts	Contract Times
Original Contract	\$143,000.00	365 Calendar Days
Previous Change Orders	\$36,299.42	0 Calendar Days
Current Contract	\$179,299.42	365 Calendar Days
THIS CHANGE ORDER	(\$6,870.00)	0 Calendar Days
Total Change Orders to Date	\$29,429.42	0 Calendar Days
New Contract Total	\$172,429.42	365 Calendar Days

Contractor agrees to make the herein-described changes in accordance with the terms hereof. The change in contract price and/or contract time noted is full settlement for costs incurred as a result of the change(s) described, unless specifically noted in individual description(s).

Authorized by STPUD
General Manager:

Date:

Accepted by
Contractor:

Date: 09/01/2023

Reviewed by STPUD
Project Manager:

Date: 8/31/2023



Change Order #: **2A**

Project: REBID 2023-'24 Tanks Coating Touchup

Bid Schedule: A: Echo View Potable Water Tank

Date: 8/31/2023

Contractor: Unified Field Services Corporation

Dollar Amounts	
Original Bid Schedule Subtotal	\$100,000.00
Previous Change Orders	\$5,072.22
Current Bid Schedule Subtotal	\$105,072.22
THIS CHANGE ORDER	(\$6,870.00)
Total Change Orders to Date	(\$1,797.78)
New Bid Schedule Subtotal	\$98,202.22

The Contract Shall Be Changed As Follows:

2A.1 Decrease Bid Item 2 quantities by 1,145 SQ IN for spot repairs. The decrease adjusts the total quantity to actual work performed under Bid Item 2. There is no change to the Contract Time related to this change in work.

TOTAL FOR ITEM 1A.1 IS: (\$6,870.00)



Change Order #: 2B

Project: REBID 2023-'24 Tanks Coating Touchup

Bid Schedule: B: Forest Mountain Potable Water Tank

Date: 8/31/2023

Contractor: Unified Field Services Corporation

	Dollar Amounts
Original Bid Schedule Subtotal	\$43,000.00
Previous Change Orders	\$31,227.20
Current Bid Schedule Subtotal	\$74,227.20
THIS CHANGE ORDER	\$0.00
Total Change Orders to Date	\$31,227.20
New Bid Schedule Subtotal	\$74,227.20

The Contract Shall Be Changed As Follows:

None

CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS is made in South Lake Tahoe, California, this _____ day of October 2023, by and between South Tahoe Public Utility DISTRICT, hereinafter referred to as "DISTRICT", and Unified Field Services Corporation, hereinafter referred to as "CONTRACTOR".

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of CONTRACTOR, for and in consideration of One Hundred Forty-Three Thousand Dollars (\$143,000), contract amount, and the sum of Twenty-Nine Thousand Four Hundred Twenty-Nine Dollars and Forty-two Cents (\$29,429.42) for said Contract Change Orders Nos. 1 and 2, receipt of which is hereby acknowledged, has submitted waivers from all subcontractors and suppliers in the form required by Civil Code §8132 - 8138, and does hereby and for each of its successors, assigns and partners, release acquit and forever discharge the SOUTH TAHOE PUBLIC UTILITY DISTRICT OF EL DORADO COUNTY, CALIFORNIA, and each of its successors, assigns, officers, agents, servants, and employees, from any and all rights, claims, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever, which might have been asserted against DISTRICT by reason of any matter or thing which was the subject matter of or basis for:
 - A. The performance of all terms and conditions of that certain agreement dated June 5, 2023 for Purchase Order No. 2023-00001211 DISTRICT project described as 2023-2024 Tanks Coating Touchups.
 - B. Change Orders Nos. 1 and 2 as approved by the parties, pertaining to Purchase Order No. 2023-00001211.
2. That the undersigned, as the authorized representative of DISTRICT, for and in consideration of the CONTRACTOR's completion of Purchase Order No. 2023-00001211 does hereby and for each of its successors, and assigns, releases, acquits and forever discharge Unified Field Services Corporation and each of its successors, assigns, officers, agents, servants, and employees, and sureties from any and all rights, claims, demands, debts, obligations, liability, actions, costs, expenses whatsoever which might have been asserted against CONTRACTOR, except for all rights accruing to the DISTRICT arising out of (1) patent and latent construction defects as codified by California Code of Civil Procedure Sections 337.10 and 337.15, (2) third party claims brought against the DISTRICT, and (3) warranty claims, which rights are specifically reserved and not released, provided by reason of any matter or thing which was the subject matter of or basis for:
 - A. The performance of all terms and conditions of that certain agreement dated June 5, 2023 for Purchase Order No. 2023-00001211 DISTRICT project described as 2023-2024 Tanks Coating Touchups Project.
 - B. Change Orders Nos. 1 and 2 as approved by the parties, pertaining to Purchase Order No. 2023-00001211.
3. Nothing contained herein shall waive or alter the rights, privileges, and powers of the DISTRICT or the duties, liabilities and obligations of the CONTRACTOR and its surety in respect to any portions of the Specifications for Purchase Order No. 2023-00001211, including but not limited to indemnity and warranty obligations.
4. The DISTRICT has received no claims from the CONTRACTOR.

5. The DISTRICT filed and recorded a NOTICE OF COMPLETION with the El Dorado County Recorder on September 11, 2023 as such the statutory lien period expired on October 11, 2023.

6.

The presently retained amount is	\$ 8,621.47
Original Contract amount	\$143,000.00
Total Change Order Amount	\$ 29,429.42
Other Encumbrances	\$ NA
Less: Amount Previously Paid (Request Nos. 1 and 2)	\$163,807.95
Retainage	\$ 8,621.47
BALANCE:	\$ -0-

The retainage will be released to the CONTRACTOR within sixty (60) calendar days after date of recording a NOTICE OF COMPLETION by El Dorado County Recorder or when all stop notices and other encumbrances have been released, whichever last occurs. Release pursuant to this agreement shall not apply to CONTRACTOR's rights to the presently retained amount until such time as such amounts are received in full by CONTRACTOR.

7. CONTRACTOR and DISTRICT agree that the total adjusted contract price and time of performance for Purchase Order No. after the execution of change orders shall be as follows:

Original Contract Price	\$143,000.00
Original Calendar Days	Complete by 10/15/2024
Total Adjusted Price	\$172,429.42
Total Adjusted Calendar Days	None.

8. It is understood and agreed by the undersigneds that the facts with respect to which the foregoing Release is given may hereafter turn out to be other than or different from the facts in that connection now known to be or believed by said undersigneds to be true, and the undersigneds hereto expressly assume the risk of the facts turning out to be different than they now so appear, and agree that the foregoing Release shall be, in all respects, effective and not subject to termination or recession by any such difference in facts and undersigneds hereby expressly waive any and all rights the undersigneds have or may have under California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."

9. The releases made by the CONTRACTOR and the DISTRICT herein are not to be construed as an admission or admissions of liability on the part of either party and that the parties deny liability hereof. Unless arising out of a right expressly reserved herein, the undersigneds agree that they will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the other party based on, arising out of, or in any way connected with the subject matter of this Release.

10. The CONTRACTOR hereby releases the DISTRICT from all claims, including those of its Subcontractors for all delay and impact costs, if any.
11. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR has not heretofore assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever and the CONTRACTOR agrees to indemnify and hold harmless the DISTRICT against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims, including attorney's fees, arising out of or connected with any such assignment or transfer or purported assignment or transfer.
12. The undersigned acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Closeout Agreement and Release of Claims. The undersigned acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained herein.
13. The undersigned further declare and represent that no promise, inducement or agreement, not herein expressed, have been made to the undersigned and that this Release contains the entire agreement among the parties hereto and that the terms of the Release are contractual and not a mere recital.
14. The persons executing this Closeout Agreement and Release of Claims represent and warrant to the other party that the execution and performance of the terms of this Release have been duly authorized by all requisite corporate, partnership, individual, or other entity requirements and that said persons have the right, power, legal capacity and authority to execute and enter in the Closeout Agreement and Release of Claims.

PAUL HUGHES, GENERAL MANAGER

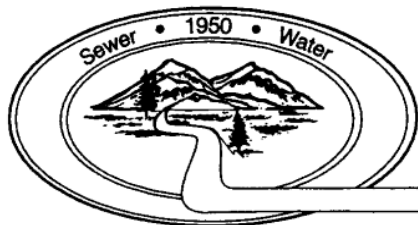
DATED

ATTEST: MELONIE GUTTRY, CLERK OF BOARD

DATED

CONTRACTOR

DATED



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 4f

TO: Board of Directors

FROM: Megan Colvey, Senior Engineer

MEETING DATE: October 19, 2023

ITEM – PROJECT NAME: Return Activated Sludge Pump Station Building Rehabilitation Project

REQUESTED BOARD ACTION: 1) Approve the proposed Scope of Work from Carollo Engineers, Inc. for Task 2.2 Site Investigations associated with the Return Activated Sludge Pump Station Building Rehabilitation Project; and 2) Authorize the General Manger to execute Amendment A to Task Order No. 30 to the Master Services Agreement with Carollo Engineers, Inc. in the amount of \$49,010.

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 Tasks 1 and 5.1. Tasks 1 and 5.1 include data collection and review and Alternatives Analysis.

As part of the Alternatives Analysis, Carollo will need to perform onsite field investigation work, including surveying and geotechnical boring. The onsite field investigation work was budgeted under Task 2.2, which was not included as Scope under Task Order No. 30. Carollo currently has geotechnical boring work scheduled for October 31. Staff is requesting funding for Task 2.2 in the amount of \$49,010 for Site Investigations needed to facilitate the Alternatives Analysis work, as detailed in the attached excerpt for Task 2.2 from Carollo's proposal.

Staff expects to return to the Board following the completion of the alternatives analysis with recommended design for the RAS Project and to request authorization to amend the Task Order to include the design and construction document development. Authorization for bidding and construction support services will be requested from the Board along with the Authorization to Bid in 2025. The current Sewer Ten-Year Plan has budgeted a total of \$3,558,000 for this Capital Improvement Project; this budget will be revisited once a design alternative is selected.

SCHEDULE: Design: September 2023 – June 2025, Bidding Services: Summer 2025

COSTS: \$49,010 (Task 2.2)

ACCOUNT NO: 10.30.8479 (RASRHB)

BUDGETED AMOUNT AVAILABLE: \$164,000 (FY 23/24)

ATTACHMENTS: Excerpt from Carollo proposal

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AA NO _____

the analysis in a Technical Memorandum (TM). When finalized, the Alternative Analysis TM shall be appended to the BODR.

Task 1 Assumptions:

- Progress calls on a monthly basis, on average, over the course of task completion with participation of the project manager and other design team members as deemed necessary. Project management budget is built into the various project tasks and not billed separately.
- The total duration for the overall project scope from initiation through bidding services is anticipated to be through September 2025.
- Workshop participation as described herein.

Task 1 Deliverables:

- Alternatives Analysis TM Draft (electronic (PDF) file) (final version to be appended to BODR)
- Kickoff Meeting and Alternatives Analysis Workshop agendas, information material, and meeting minutes.

Task 2 – DESIGN

2.1 – Basis of Design Report (BODR)

CONSULTANT will prepare a BODR that will summarize the results of the RAS Pumping Alternatives Analysis and the basis of design for recommended facility improvements. The BODR will include preliminary plans developed to approximately the 20 percent design stage, updated OPPCs, and updated construction schedules. The BODR will also include preliminary specifications for major equipment. The BODR will be submitted in a draft version prior to the Basis of Design Workshop and in final form after incorporation of comments received from the District during the Basis of Design Workshop.

2.1.1– Basis of Design Workshop

CONSULTANT shall conduct a workshop with the District to review the Draft BODR and confirm the scope for final design of recommended facility improvements.

This meeting will include key project participants including the Project Manager, Project Engineer, Process Engineer and District staff. Electrical, Instrumentation and Structural engineers will call into the meeting as deemed necessary.

2.2 – Site Investigations

Under this task, CONSULTANT shall conduct geotechnical investigations, prepare a project geotechnical report, and conduct site survey. SUBCONSULTANT, Construction Materials Engineers, Inc. (CME) will conduct geotechnical investigations and prepare a geotechnical report to define geotechnical conditions as required for construction of the proposed improvements. This scope assumes the following: literature review of readily available published geological maps and historic reports; field exploration including drilling two borings using a hollow-stem auger to a depth of 15 feet within the proposed new RAS pumping structure location; one geophysical array will be completed near the proposed facilities location to determine subsurface shear wave velocities to depths of 100 feet below existing grade; laboratory testing to provide soil index properties and assess corrosion potential of existing soils; preparation of a geotechnical report; attendance in up to two meetings upon request.

Additionally, SUBCONSULTANTS CTA and Vara3D shall provide site survey and LiDAR survey, respectively, of the existing site and facilities as needed to inform the design.

2.3 – Prepare 60 Percent Design Documents

CONSULTANT shall develop and submit 60 percent design documents to the District for review. The 60 percent design shall include drawings, key technical specifications, an OPCC, and updated preliminary construction schedule.

2.3.1 – 60 Percent Design Review Workshop

A workshop will be held to review the 60 percent design submittal and receive comments to be incorporated into the 90 percent design submittal.

2.4 – Prepare 90 Percent Design Documents

CONSULTANT shall prepare and submit 90 percent design documents to the District for review. The 90 percent design shall include drawings, key technical specifications, an OPCC, and updated preliminary construction schedule.

2.4.1 – 90 Percent Design Review Workshop

A workshop will be held to review the 90 percent design submittal and receive comments to be incorporated into the final bid set.

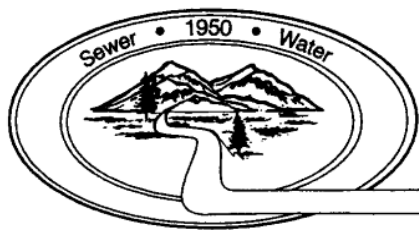
Task 2 Assumptions:

- The design scope and associated fee estimate are based on the project elements identified in this scope of services. If the District modifies the project elements, an amendment of the scope of services and fee estimate will be prepared and submitted to the District for approval prior to proceeding.
- It is assumed the workshops will be held in person with the Project Manager and Project Engineer in attendance and discipline engineers if deemed necessary.
- Geotechnical assumptions include:
 - CME will obtain a soil boring permit from the El Dorado County Environmental Management Division and a Hydrogeologic Permit from Tahoe Regional Planning Agency (TRPA).
 - It is assumed with this proposal that there is access within the site for a two-wheel drive drill rig.
 - Prior to exploration, CME will contact USA dig to determine the location of existing utilities. Additionally, CME will hand auger the upper 5 feet of the soil profile, as required by STPUD, to locate shallow utilities. CME will take every precaution to lower the risk of damaging underground structures; however, underground exploration is inherently risky as it is not possible to precisely locate all underground structures. Our fee is not substantial to compensate for damage or disruption of service and repair costs. If insufficient or incorrect data results in damage to underground structures, the cost for repair will be the responsibility of the District.

Task 2 Deliverables:

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
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 4g

TO: Board of Directors

FROM: Julie Ryan, Engineering Department Manager

MEETING DATE: October 19, 2023

ITEM – PROJECT NAME: Tallac Creek Sewer Pipeline Protection Project

REQUESTED BOARD ACTION: (1) Approve Proposal from Northwest Hydraulic Consultants to amend existing Task Order No. 10 to provide revegetation, mitigation and monitoring plan implementation services in an amount not to exceed \$38,500; and (2) Authorize the General Manager to execute Amendment C to Task Order No. 10 with Northwest Hydraulic Consultants

DISCUSSION: In Fall 2022 the District commenced construction of components to stabilize and protect the gravity sewer main crossing Tallac Creek near the shore of Lake Tahoe. This project has been in development since 2014, when the gravity sewer main was first discovered exposed and undermined in the creek, at risk of damage and potential spill to a tributary to Lake Tahoe. However, a complex permitting environment and unfavorable site conditions extended the project implementation timeline, and in 2022 after several years of below average precipitation the lake levels had dropped to a point where the sewer crossing could be accessed with minimal environmental impact. By November 2022, the protections had been installed, and all but final site restoration had been completed.

With the heavy precipitation of the 2022-23 winter, site access is once again impeded, and staff has worked this summer with the design consultant, Northwest Hydraulic Consultants (NHC), and the permitting agencies to amend and define the restoration and monitoring requirements for the project area. At Staff's request, NHC has provided a proposal (attached) to provide oversight of the revegetation and mitigation and monitoring of site conditions over the 3-year period required by the District's project permit with the Lahontan Regional Water Quality Control Board.

The District has been working with NHC since 2014 on planning, design, permitting and construction oversight of the project. To date, NHC's consulting services have totaled \$190,043 in support of this project. With Board authorization the proposed monitoring and reporting services will be performed on a Time and Materials Basis in an amount not

to exceed \$38,500, bringing NHC's total fees on the project to \$228,543. The cost to construct permanent repairs in 2022 was approximately \$530,000, which excludes the cost of temporary repairs made over the years to stabilize the site.

Staff recommends that the Board approve the proposed Scope of Work and authorize the General Manager to execute Amendment C to Task Order No. 10 under the District's existing Master Services Agreement with NHC.

SCHEDULE: ASAP

COSTS: \$38,500

ACCOUNT NO: 1030-7014

BUDGETED AMOUNT AVAILABLE:

ATTACHMENTS: Scope of Work and Fee Estimate from NHC

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES *JA* NO _____

CHIEF FINANCIAL OFFICER: YES *JA* NO _____

06 October 2023

Julie Ryan, PE
Engineering Department Manager
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

Tallac Creek Sewer Pipeline Protection Project Revegetation, Mitigation, and Monitoring Plan Implementation

Background

The South Tahoe Public Utility District (District) completed the environmental permitting process for the Tallac Creek Sewer Pipeline Protection Project (Project) in September 2022. The District completed Project improvements to stabilize the exposed and undermined concrete-encased sewer pipeline in Tallac Creek with a rock grade control structure in October 2022 and early November 2022.

To adhere to the Additional Conditions specified in the Clean Water Act Section 401 Water Quality Certification for the Project (WDID 6A0922060017) issued by the Lahontan Regional Water Quality Control Board (LRWQCB), the District is required to develop and implement a Revegetation, Mitigation, and Monitoring Plan (Plan) for the Project. In collaboration with Northwest Hydraulic Consultants (NHC), the District completed and submitted a draft Plan to the LRWQCB in May 2023. The Plan outlines the District's commitment to fulfill the following tasks to meet the Additional Conditions stated in the Section 401 Water Quality Certification for the Project:

1. Temporary Access Route Restoration Assessment: The potential need for restoration along the temporary access route used for construction will depend on the extent of meadow compaction resulting from the construction activities. The District will evaluate the post-construction compaction and present the findings to the LRWQCB, along with recommendations for restoration, if deemed necessary.
2. Complete Project Revegetation: Due to a delayed Project start date and inclement weather, the revegetation work following the completion of the rock grade control structure in early November 2022 was not initiated. The revegetation components of the Project will be carried out in 2023 or when site conditions are favorable for revegetation.
3. Project Monitoring and Reporting: A three-year annual monitoring and reporting plan will be performed to verify the stability of the Tallac Creek channel and the success of revegetation efforts within the area affected by temporary streambank disturbance and the temporary access route.



northwest hydraulic consultants

4. Project Mitigation Implementation and Monitoring: A minimum of 0.08 acres of restoration will need to be created as mitigation for the loss of 0.05 acres of stream channel resulting from the construction of the grade control structure in Tallac Creek. Additionally, three years of annual monitoring and reporting are required after construction of the mitigation.

To facilitate the implementation of the Plan and the tasks outlined above, the District has requested a scope and fee proposal from NHC to provide continued engineering support for the Project.

Scope and Fee Estimate

Tallac Creek support services between the District and NHC have totaled \$190,043 under Task Order 5, Task Order 8, Task Order 10, and associated task order amendments. With the supplemental work proposed under Amendment C to Task Order 10, total compensation would be increased by \$38,500 to a not to exceed amount of \$228,543. The following scope of services and task additions are proposed.

Task 1: Revegetation, Mitigation and Monitoring Plan Implementation

Subtask 1.1 - Temporary Access Route Restoration Assessment **\$3,480**

NHC will support the District to evaluate the need for restoration along the temporary access route. The District will collect post-construction compaction data and transmit the data to NHC. NHC will analyze the data and generate a draft memorandum that assesses both the pre- and post-construction compaction of the temporary access road. The memorandum will include data interpretation and provide recommendations based on the findings. Once the District has reviewed the draft memorandum, NHC will produce a final version of the memorandum. This final version will be transmitted to the LRWQCB and USFS LTBMU for review. NHC will assist the District by facilitating correspondence and addressing any questions that may arise from the LRWQCB and USFS LTBMU review.

Deliverables: Draft and final memorandum of temporary access road compaction monitoring

Subtask 1.2 – Engineering Support for Project Revegetation **\$8,940**

NHC will provide engineering support during implementation of Project revegetation activities. As part of this support, NHC will provide up to 32 hours of professional time for various tasks, including regulator correspondence, contractor correspondence, construction observations during revegetation installation, and finalizing the as-built drawings for the Project with the incorporated revegetation features. NHC's subconsultant, Pyramid Botanical Consultants (PBC), will contribute up to 12 professional hours to respond to contractor inquiries and provide construction observations during the revegetation installation process.

Deliverables: Responses to contractor RFIs and submittals; construction observations; and as-built drawings



northwest hydraulic consultants

Subtask 1.3 – Project Monitoring and Reporting**\$21,440**

NHC will support the District's three-year post-Project monitoring and reporting by conducting annual site visits to verify the stability of the Tallac Creek channel and assess the success of the revegetation efforts, as specified in the Revegetation, Mitigation, and Monitoring Plan. As part of these site visits, NHC subconsultant PBC will assess the effectiveness of the revegetation. A total of six site visits are included in this task, with four annual visits dedicated to supporting the reporting process, including the production of a post-restoration report and three annual monitoring reports. The remaining two site visits will be reserved and used as needed to evaluate conditions during periods of high runoff or to assist the District with adaptive management actions that may arise during the monitoring period.

NHC will prepare draft versions of the post-restoration report and the three annual monitoring reports for review by the District. Once the District's review is complete, NHC will finalize each report for transmittal to the LRWQCB. Additionally, NHC has allocated up to 16 additional hours to address any questions or comments that may arise during the monitoring period.

Deliverables: Draft and final versions of the post-restoration report and three annual monitoring reports

Subtask 1.4 – Support for Project Mitigation Planning and Permit Close Out**\$4,640**

To address the LRWQCB mitigation requirement for the Project, the District proposes to relocate a segment of the existing gravity sewerline in connection with the Taylor and Tallac Creek Restoration Project being led by the USFS-LTBMU. The planning and design of the sewerline relocation will be performed through a different District contract outside the scope of this agreement. For Subtask 1.4, NHC will provide as-directed support services to the District to coordinate with the LRWQCB on the proposed mitigation plan and to finalize the approach for permitting of the mitigation improvements. Additionally, NHC will assist the District with the close out of other Project permits with TRPA, CDFW, and USACE. NHC has allocated up to 16 hours of as-directed support. The scope of services does not include post-construction monitoring of the mitigation improvements.

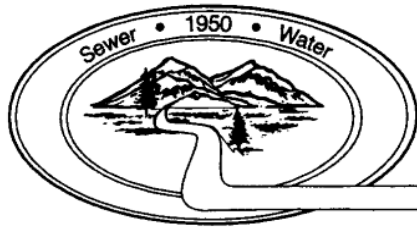
Deliverables: As-directed permit coordination and mitigation planning support.

If you have any questions or would like to discuss the scope and fee request, please contact me at bwolfe@nhcweb.com or 916-833-5047.

Northwest Hydraulic Consultants Inc.

Brent C. Wolfe, PE
Principal

General Manager
Paul Hughes



South Tahoe Public Utility District

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline

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

BOARD AGENDA ITEM 4h

TO: Board of Directors

FROM: Brent Goligoski, Associate Engineer

MEETING DATE: October 19, 2023

ITEM – PROJECT NAME: Herbert Walkup Waterline Replacement Project

REQUESTED BOARD ACTION: Authorize staff to advertise for construction bids for the Herbert Walkup Waterline Replacement Project.

DISCUSSION: The Herbert Walkup Waterline Replacement Project (Project) replaces and upsizes 9,400 linear feet of waterline, fire hydrants, and water services. The project also replaces and upsizes 1,860 linear feet of sewer mainline between existing manholes within the waterline project area. The project area is generally confined by Walkup Road, Warr Road, Herbert Avenue, and Woodland Road within the City of South Lake Tahoe.

This project will replace existing 6-inch steel watermains with new 8-inch PVC watermains. The need for this project is driven by a very high concentration of water leaks, extensive reactionary maintenance history, and ongoing water quality problems with iron concentrations regularly exceeding the secondary Maximum Contaminant Level (MCL). The upsizing of these mains will also provide increased hydraulic capacity and available fire flow.

The sewer mainline being replaced has existing sags which require frequent preventative maintenance (hydro cleaning) to prevent sanitary sewer backups and overflows. These sections of sewer mains will be upsized between existing manholes to accommodate high flow wet weather events as evaluated using the District's hydraulic model.

Plans and specifications are currently being finalized by staff in advance of advertising the project for bids in early November, 2023. The bid opening is tentatively scheduled for December 13, 2023. Construction is planned for summer 2024.

The total Engineer's Estimate for this project is \$5,815,150. Approximately \$4.2 million is the estimated cost of the waterline work with the remaining estimated costs attributed

to the sewer main replacement. This project also includes a \$100,000 lump sum bid item for as-needed work on the sewer system, and a \$100,000 lump sum bid item for as-needed work on the water system, to be performed by the contractor on a time and materials basis.

A total of \$5,935,000 is budgeted for the project. The waterline portion is expected to be funded by a low-interest Drinking Water State Revolving Fund (DWSRF) Loan. The contract with the California Water Boards is in progress and has been listed on their Fundable List in the Intended Use Plan for Fiscal Year 2023-24. The contract is expected to be received from the state for execution by the District in time for the project to mobilize May 1, 2024.

Staff recommends that the Board authorize staff to advertise the Herbert Walkup Waterline Replacement Project for construction bids.

SCHEDULE: Upon Board Approval

COSTS: N/A

ACCOUNT NO: 10.30.8462; 20.30.8485

BUDGETED AMOUNT AVAILABLE: \$5,935,000

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

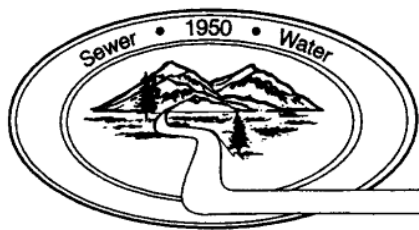
CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AA NO _____

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
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 4i

TO: Board of Directors
FROM: Donielle Morse, Grants Coordinator
MEETING DATE: October 19, 2023

ITEM – PROJECT NAME: Resolution for Bureau of Reclamation WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2024

REQUESTED BOARD ACTION: Adopt Bureau of Reclamation WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2024 grant program Resolution No. 3259-23 approving grant funding for the Improving Community Water Management Project.

DISCUSSION: District staff is requesting approval to submit a grant application to the Bureau of Reclamation WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2024 grant program for the Improving Community Water Management Project. The grant is limited to \$500,000 with a 50% or more match. The attached Resolution is a requirement of the funding application.

SCHEDULE: Final application due October 31, 2023

COSTS: Match costs are associated with this item

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3259-23

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES PA NO _____

CHIEF FINANCIAL OFFICER: YES PA NO _____

RESOLUTION NO. 3259-23

**A RESOLUTION BY THE BOARD OF DIRECTORS
OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT
BUREAU OF RECLAMATION WaterSMART DROUGHT RESPONSE PROGRAM:
DROUGHT RESILIENCY PROJECTS FOR FISCAL YEAR 2024**

NOW, THEREFORE, BE IT RESOLVED, by the South Tahoe Public Utility District (STPUD) Board of Directors that the General Manager, and/or the Chief Financial Officer is hereby authorized and directed to sign and file, for and on behalf of STPUD, a Financial Assistance Application for a Financing Agreement from the Bureau of Reclamation for the planning, design, and construction of the following project: Improving Community Water Management Project; and

BE IT FURTHER RESOLVED, that STPUD hereby agrees and further does authorize the aforementioned representative or his/her designee to certify that the Agency has and will comply with all applicable state and federal statutory and regulatory requirements related to any financing or financial assistance received from the Bureau of Reclamation; and

BE IT FURTHER RESOLVED, that STPUD Board of Directors supports the submission of an application under the Bureau of Reclamation WaterSMART Grant Program and certifies that STPUD is capable of providing the amount of funding and in-kind contributions specified in the funding application; and

BE IT FURTHER RESOLVED, that STPUD will work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of South Tahoe Public Utility District hereby formally adopts the above-mentioned Resolution No. 3259-23 for the effective date of October 19, 2023.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution No. 3259-23 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 19th day of October, 2023, by the following vote:

AYES:

NOES:

ABSENT:

David Peterson, Board President
South Tahoe Public Utility District

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

PAYMENT OF CLAIMS

FOR APPROVAL
October 19, 2023

Payroll	10/3/23		611,576.37	
Total Payroll			611,576.37	
ADP & Insight eTools			6,448.48	
AFLAC/WageWorks claims and fees			130.80	
CalPERS UAL			1,031,701.00	
Cal Bank & Trust fiscal agent fees			45.00	
Ameritas - Insurance Payments			800.00	
Total Vendor EFT			1,039,125.28	
<u>Weekly Approved Check Batches</u>		<u>Water</u>	<u>Sewer</u>	<u>Total</u>
Wednesday, October 4, 2023		277,731.86	537,587.21	815,319.07
Wednesday, October 11, 2023		321,867.33	197,131.45	518,998.78
Checks, Voids and Reissues		0.00	-26.63	-26.63
Total Accounts Payable Checks				1,334,291.22
Utility Management Refunds			5,268.84	
Total Utility Management Checks			5,268.84	
Grand Total			\$2,990,261.71	

<u>Payroll EFTs & Checks</u>		<u>10/3/2023</u>
EFT	CA Employment Taxes & W/H	25,543.06
EFT	Federal Employment Taxes & W/H	129,717.57
EFT	CalPERS Contributions	88,951.48
EFT	Empower Retirement-Deferred Comp	25,121.06
EFT	Stationary Engineers Union Dues	2,793.37
EFT	CDHP Health Savings (HSA)	4,258.48
EFT	Retirement Health Savings	16,098.76
EFT	United Way Contributions	10.00
EFT	Employee Direct Deposits	315,223.35
CHK	Employee Garnishments	159.23
CHK	Employee Paychecks	3,700.01
<i>Total</i>		611,576.37



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
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 43721 - ACWA/JPIA									
0700653	ACWA Medical/Vision Insurance Payable	Paid by Check #113632		09/01/2023	10/04/2023	10/31/2023		10/04/2023	212,450.83
O-0000010729	Insurance prepaid	Paid by Check #113632		09/27/2023	10/04/2023	10/31/2023		10/04/2023	50,464.00
Vendor 43721 - ACWA/JPIA Totals							Invoices	2	\$262,914.83
Vendor 48790 - ADS LLC									
INV-SFW6006	Sewer Flow Meter Kit & Keys CIPP Project	Paid by Check #113736		09/07/2023	10/11/2023	09/30/2023		10/11/2023	34,154.04
INV-SFW6022	Sewer Flow Meters	Paid by Check #113633		09/12/2023	10/04/2023	09/30/2023		10/04/2023	2,758.29
Vendor 48790 - ADS LLC Totals							Invoices	2	\$36,912.33
Vendor 50053 - ALLOY SOFTWARE INC									
I100423PW9	Service Contracts	Paid by Check #113737		10/04/2023	10/11/2023	10/31/2023		10/11/2023	9,425.60
Vendor 50053 - ALLOY SOFTWARE INC Totals							Invoices	1	\$9,425.60
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO									
234224	Office Supply Issues	Paid by Check #113634		09/26/2023	10/04/2023	09/30/2023		10/04/2023	111.25
234225	Office Supply Issues	Paid by Check #113634		09/26/2023	10/04/2023	09/30/2023		10/04/2023	64.25
234381	Office Supply Issues	Paid by Check #113738		10/03/2023	10/11/2023	10/31/2023		10/11/2023	111.25
234382	Office Supply Issues	Paid by Check #113738		10/03/2023	10/11/2023	10/31/2023		10/11/2023	64.25
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO Totals							Invoices	4	\$351.00
Vendor 10906 - ALPINE COUNTY TAX COLLECTOR									
1st 23-24	Land Taxes	Paid by Check #113635		09/13/2023	10/04/2023	09/30/2023		10/04/2023	49,462.01
Vendor 10906 - ALPINE COUNTY TAX COLLECTOR Totals							Invoices	1	\$49,462.01
Vendor 49337 - AMAZON CAPITAL SERVICES INC.									
1YY6-XL7M-7JF7	Office Supplies	Paid by Check #113636		09/19/2023	10/04/2023	09/30/2023		10/04/2023	93.53
1QR6-NW4F-9NLT	Office Supplies	Paid by Check #113739		09/27/2023	10/11/2023	09/30/2023		10/11/2023	325.02
1NQD-PWF3-PWVQ	Office Supplies	Paid by Check #113739		09/29/2023	10/11/2023	09/30/2023		10/11/2023	152.24
13YM-9VNV-46R9	Office Supplies	Paid by Check #113739		10/01/2023	10/11/2023	10/31/2023		10/11/2023	116.07
1NXG-3NYL-6JYC	Shop Supplies	Paid by Check #113739		10/01/2023	10/11/2023	10/31/2023		10/11/2023	138.07
1RH4-3L7N-GYVF	Buildings	Paid by Check #113739		10/02/2023	10/11/2023	10/31/2023		10/11/2023	80.48
1MLP-X3X6-RDTC	Shop Supplies	Paid by Check #113739		10/04/2023	10/11/2023	10/31/2023		10/11/2023	489.38
Vendor 49337 - AMAZON CAPITAL SERVICES INC. Totals							Invoices	7	\$1,394.79
Vendor 49625 - AMERICAN AVK COMPANY									
SI-162114	Valves Elbows Ts Flanges Inventory	Paid by Check #113740		09/27/2023	10/11/2023	09/30/2023		10/11/2023	3,743.15
SI-162115	Fire Hydrants & Parts	Paid by Check #113740		09/27/2023	10/11/2023	09/30/2023		10/11/2023	9,161.03
SI-162116	Fire Hydrants & Parts	Paid by Check #113740		09/27/2023	10/11/2023	09/30/2023		10/11/2023	9,900.47
Vendor 49625 - AMERICAN AVK COMPANY Totals							Invoices	3	\$22,804.65
Vendor 44580 - ARAMARK UNIFORM SERVICES									
5980136045	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	66.60
5980136049	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	63.68
5980136050	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	84.40
5980136053	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	48.21



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
 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
5980136059	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	93.42
5980136062	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	119.85
5980136064	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	23.00
5980136067	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	37.40
5980136068	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	4.64
5980136071	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	13.03
5980136072	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	15.14
5980136073	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	17.84
5980136076	Uniform Payable	Paid by Check #113637		09/27/2023	10/04/2023	09/30/2023		10/04/2023	24.33
5980138035	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	76.60
5980138036	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	83.68
5980138037	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	94.40
5980138038	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	48.21
5980138039	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	93.42
5980138040	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	95.58
5980138041	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	23.00
5980138042	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	38.22
5980138043	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	4.64
5980138044	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	13.03
5980138045	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	15.14
5980138046	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	17.84
5980138047	Uniform Payable	Paid by Check #113741		10/04/2023	10/11/2023	10/31/2023		10/11/2023	24.33
Vendor 44580 - ARAMARK UNIFORM SERVICES Totals							Invoices	26	\$1,239.63
Vendor 50057 - JAMES & GEMMA ASPINALL									
3327219	Water Use Reduction Rebates	Paid by Check #113638		10/03/2023	10/04/2023	10/31/2023		10/04/2023	270.16
Vendor 50057 - JAMES & GEMMA ASPINALL Totals							Invoices	1	\$270.16
Vendor 40521 - AT&T									
088 0805493 1023	Telephone	Paid by Check #113742		09/28/2023	10/11/2023	10/31/2023		10/11/2023	200.00
Vendor 40521 - AT&T Totals							Invoices	1	\$200.00
Vendor 45202 - AT&T MOBILITY									
287257798939 923	Telephone	Paid by Check #113639		09/19/2023	10/04/2023	09/30/2023		10/04/2023	227.41
679095641	Computer Purchases	Paid by Check #113743		09/26/2023	10/11/2023	09/30/2023		10/11/2023	3,214.93
Vendor 45202 - AT&T MOBILITY Totals							Invoices	2	\$3,442.34
Vendor 48000 - AT&T/CALNET 3									
000020603387	Telephone	Paid by Check #113744		10/01/2023	10/11/2023	09/30/2023		10/11/2023	24.67
000020603389	Telephone	Paid by Check #113744		10/01/2023	10/11/2023	09/30/2023		10/11/2023	24.67
000020608589	Telephone	Paid by Check #113744		10/01/2023	10/11/2023	09/30/2023		10/11/2023	1,730.56
Vendor 48000 - AT&T/CALNET 3 Totals							Invoices	3	\$1,779.90
Vendor 48724 - AWARD ZONE									
23924	Incentive & Recognition Program	Paid by Check #113745		09/28/2023	10/11/2023	09/30/2023		10/11/2023	195.95
Vendor 48724 - AWARD ZONE Totals							Invoices	1	\$195.95
Vendor 49339 - BASEFORM INC									



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
 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
09252023-210	Pipe - Covers & Manholes	Paid by Check #113640		09/25/2023	10/04/2023	09/30/2023		10/04/2023	2,430.00
09252023-211	Pipe - Covers & Manholes	Paid by Check #113640		09/25/2023	10/04/2023	10/31/2023		10/04/2023	2,349.00
Vendor 49339 - BASEFORM INC Totals							Invoices	2	\$4,779.00
Vendor 44109 - BB&H BENEFIT DESIGNS									
97382	Contractual Services	Paid by Check #113641		09/06/2023	10/04/2023	10/31/2023		10/04/2023	242.00
Vendor 44109 - BB&H BENEFIT DESIGNS Totals							Invoices	1	\$242.00
Vendor 45009 - BENTLY AGROWDYNAMICS									
210651	Biosolid Disposal Costs	Paid by Check #113642		09/29/2023	10/04/2023	09/30/2023		10/04/2023	1,412.85
210689	Biosolid Disposal Costs	Paid by Check #113746		10/06/2023	10/11/2023	10/31/2023		10/11/2023	1,210.35
Vendor 45009 - BENTLY AGROWDYNAMICS Totals							Invoices	2	\$2,623.20
Vendor 48291 - BEST BEST & KRIEGER LLP									
976360	Personnel Legal	Paid by Check #113747		10/04/2023	10/11/2023	09/30/2023		10/11/2023	555.00
976543	Personnel Legal	Paid by Check #113747		10/04/2023	10/11/2023	09/30/2023		10/11/2023	492.20
Vendor 48291 - BEST BEST & KRIEGER LLP Totals							Invoices	2	\$1,047.20
Vendor 48922 - GARTH BUTZ									
MILEAGE092923	Travel - Meetings - Education	Paid by Check #113643		09/29/2023	10/04/2023	09/30/2023		10/04/2023	206.98
PER DIEM 092923	Travel - Meetings - Education	Paid by Check #113643		09/29/2023	10/04/2023	09/30/2023		10/04/2023	59.00
Vendor 48922 - GARTH BUTZ Totals							Invoices	2	\$265.98
Vendor 12890 - CA DEPT OF TAX & FEE ADM									
3rd Qtr 2023 A	3rd Qtr Use Tax - City of SLT	Paid by EFT #80		09/29/2023	10/04/2023	09/30/2023		10/04/2023	16,245.00
3rd Qtr 2023 B	3rd Qtr Use Tax - Alpine County	Paid by EFT #80		09/29/2023	10/04/2023	09/30/2023		10/04/2023	1.00
Vendor 12890 - CA DEPT OF TAX & FEE ADM Totals							Invoices	2	\$16,246.00
Vendor 48681 - CADENCE TEAM INC									
4009	Water Field Communication Upgrades Phase 2	Paid by Check #113644		09/26/2023	10/04/2023	09/30/2023		10/04/2023	2,032.54
Vendor 48681 - CADENCE TEAM INC Totals							Invoices	1	\$2,032.54
Vendor 48767 - CALIFORNIA LAB SERVICE									
3090832	Monitoring	Paid by Check #113748		09/19/2023	10/11/2023	09/30/2023		10/11/2023	256.00
3091068	Monitoring	Paid by Check #113748		09/22/2023	10/11/2023	09/30/2023		10/11/2023	61.00
3091202	Monitoring	Paid by Check #113748		09/27/2023	10/11/2023	09/30/2023		10/11/2023	126.00
3100082	Monitoring	Paid by Check #113748		10/03/2023	10/11/2023	10/31/2023		10/11/2023	105.40
3100197	Monitoring	Paid by Check #113748		10/05/2023	10/11/2023	10/31/2023		10/11/2023	393.00
Vendor 48767 - CALIFORNIA LAB SERVICE Totals							Invoices	5	\$941.40
Vendor 49220 - CAMPORA PROPANE									
4756080	Propane	Paid by Check #113645		09/30/2023	10/04/2023	09/30/2023		10/04/2023	70.00
4759361	Propane	Paid by Check #113645		09/30/2023	10/04/2023	09/30/2023		10/04/2023	70.00
4759529	Propane	Paid by Check #113645		09/30/2023	10/04/2023	09/30/2023		10/04/2023	70.00
4732999	Propane	Paid by Check #113749		10/05/2023	10/11/2023	10/31/2023		10/11/2023	117.08
Vendor 49220 - CAMPORA PROPANE Totals							Invoices	4	\$327.08
Vendor 43598 - CARBON ACTIVATED CORPORATION									
57178	Carbon	Paid by Check #113646		09/14/2023	10/04/2023	09/30/2023		10/04/2023	11,970.70
Vendor 43598 - CARBON ACTIVATED CORPORATION Totals							Invoices	1	\$11,970.70



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
 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 13230 - CAROLLO ENGINEERS									
FB41439	Secondary Clarifier #2 Rehab	Paid by Check #113647		09/13/2023	10/04/2023	09/30/2023		10/04/2023	4,762.57
FB41648	Secondary Clarifier #1 Rehab	Paid by Check #113647		09/14/2023	10/04/2023	09/30/2023		10/04/2023	7,660.65
FB41765	Contractual Services	Paid by Check #113647		09/22/2023	10/04/2023	09/30/2023		10/04/2023	20,191.50
Vendor 13230 - CAROLLO ENGINEERS Totals							Invoices	3	\$32,614.72
Vendor 48838 - STEPHEN CASWELL									
PER DIEM 101723	Travel - Meetings - Education	Paid by Check #113750		10/03/2023	10/11/2023	10/31/2023		10/11/2023	62.00
Vendor 48838 - STEPHEN CASWELL Totals							Invoices	1	\$62.00
Vendor 42328 - CDW-G CORP									
MC43996	Backup Power Server Room	Paid by Check #113648		09/21/2023	10/04/2023	09/30/2023		10/04/2023	3,426.21
Vendor 42328 - CDW-G CORP Totals							Invoices	1	\$3,426.21
Vendor 47851 - CENTER FOR HEARING HEALTH INC									
20296	Safety Equipment - Physicals	Paid by Check #113751		09/29/2023	10/11/2023	09/30/2023		10/11/2023	1,889.76
Vendor 47851 - CENTER FOR HEARING HEALTH INC Totals							Invoices	1	\$1,889.76
Vendor 48406 - CHARTER COMMUNICATIONS									
176157701100123	Telephone	Paid by Check #113752		10/01/2023	10/11/2023	10/31/2023		10/11/2023	149.98
Vendor 48406 - CHARTER COMMUNICATIONS Totals							Invoices	1	\$149.98
Vendor 40343 - CHEMSEARCH INC									
8397442	Service Contracts	Paid by Check #113649		09/20/2023	10/04/2023	09/30/2023		10/04/2023	401.09
Vendor 40343 - CHEMSEARCH INC Totals							Invoices	1	\$401.09
Vendor 49756 - CINDERLITE TRUCKING CORP									
417823	Pipe - Covers & Manholes	Paid by Check #113753		09/06/2023	10/11/2023	09/30/2023		10/11/2023	323.85
418967	Pipe - Covers & Manholes	Paid by Check #113650		09/18/2023	10/04/2023	09/30/2023		10/04/2023	234.40
419254	Pipe - Covers & Manholes	Paid by Check #113650		09/21/2023	10/04/2023	09/30/2023		10/04/2023	467.80
419383	Pipe - Covers & Manholes	Paid by Check #113650		09/22/2023	10/04/2023	09/30/2023		10/04/2023	469.49
Vendor 49756 - CINDERLITE TRUCKING CORP Totals							Invoices	4	\$1,495.54
Vendor 48672 - CINTAS CORP									
5179069947	Safety Equipment - Physicals	Paid by Check #113754		10/10/2023	10/11/2023	10/31/2023		10/11/2023	497.81
Vendor 48672 - CINTAS CORP Totals							Invoices	1	\$497.81
Vendor 12535 - CITY OF SOUTH LAKE TAHOE									
AR196025	Storm Drain Relocates	Paid by Check #113755		08/16/2023	10/11/2023	09/30/2023		10/11/2023	74,240.00
AR196026	Storm Drain Relocates	Paid by Check #113755		08/16/2023	10/11/2023	09/30/2023		10/11/2023	54,760.00
Vendor 12535 - CITY OF SOUTH LAKE TAHOE Totals							Invoices	2	\$129,000.00
Vendor 48793 - CIVICPLUS									
269431	Service Contracts	Paid by Check #113651		10/01/2023	10/04/2023	10/31/2023		10/04/2023	2,778.30
Vendor 48793 - CIVICPLUS Totals							Invoices	1	\$2,778.30
Vendor 49704 - CIVICWELL									
107393	Contractual Services	Paid by Check #113756		09/29/2023	10/11/2023	09/30/2023		10/11/2023	63,650.00
Vendor 49704 - CIVICWELL Totals							Invoices	1	\$63,650.00
Vendor 40512 - CODALE ELECTRIC SUPPLY									
S8106087.002	Misc Sewer Motor Rebuilds (TBD)	Paid by Check #113652		06/26/2023	10/04/2023	09/30/2023		10/04/2023	694.48
S008106087.004	Misc Sewer Motor Rebuilds (TBD)	Paid by Check #113652		09/08/2023	10/04/2023	09/30/2023		10/04/2023	(694.48)



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
 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
S008106087.005	Misc Sewer Motor Rebuilds (TBD)	Paid by Check #113652		09/11/2023	10/04/2023	09/30/2023			128.41
		Vendor 40512 - CODALE ELECTRIC SUPPLY Totals				Invoices	3		\$128.41
Vendor 48948 - ROSS COLE									
PER DIEM 101823	Travel - Meetings - Education	Paid by Check #113757		09/21/2023	10/11/2023	10/31/2023		10/11/2023	95.00
		Vendor 48948 - ROSS COLE Totals				Invoices	1		\$95.00
Vendor 48181 - CONSTRUCTION MATERIALS ENG INC									
14235	Tanks Rehab & Water System Improvement	Paid by Check #113758		08/02/2023	10/11/2023	09/30/2023		10/11/2023	37,687.00
14422	Waterline, Black Bart	Paid by Check #113758		08/31/2023	10/11/2023	09/30/2023		10/11/2023	32,180.50
14423	Keller Heavenly Water System Improvement	Paid by Check #113758		08/31/2023	10/11/2023	09/30/2023		10/11/2023	1,210.00
14425	Luther Pass PS Tanks Rehab	Paid by Check #113758		08/31/2023	10/11/2023	09/30/2023		10/11/2023	28,475.00
		Vendor 48181 - CONSTRUCTION MATERIALS ENG INC Totals				Invoices	4		\$99,552.50
Vendor 50042 - RICHARD CROFT									
2522417	Water Use Reduction Rebates	Paid by Check #113653		09/18/2023	10/04/2023	09/30/2023		10/04/2023	448.25
		Vendor 50042 - RICHARD CROFT Totals				Invoices	1		\$448.25
Vendor 42897 - CWEA									
MITCHELL CSM1 24	Dues - Memberships - Certification	Paid by Check #113654		09/27/2023	10/04/2023	09/30/2023		10/04/2023	413.00
		Vendor 42897 - CWEA Totals				Invoices	1		\$413.00
Vendor 48654 - D&H BROADCASTING LLC									
4533	Public Relations Expense	Paid by Check #113655		10/01/2023	10/04/2023	09/30/2023		10/04/2023	1,120.00
		Vendor 48654 - D&H BROADCASTING LLC Totals				Invoices	1		\$1,120.00
Vendor 49694 - DIGITAL TECHNOLOGY SOLUTIONS INC									
2873	Telephone	Paid by Check #113656		09/01/2023	10/04/2023	09/30/2023		10/04/2023	295.00
3205	Telephone	Paid by Check #113656		10/01/2023	10/04/2023	10/31/2023		10/04/2023	295.00
		Vendor 49694 - DIGITAL TECHNOLOGY SOLUTIONS INC Totals				Invoices	2		\$590.00
Vendor 48289 - DIY HOME CENTER									
Sept 23 Stmt	Buildings & Shop Supplies	Paid by Check #113759		09/30/2023	10/11/2023	09/30/2023		10/11/2023	1,047.50
		Vendor 48289 - DIY HOME CENTER Totals				Invoices	1		\$1,047.50
Vendor 48852 - ANDREW DORMAN									
PER DIEM 100823	Travel - Meetings - Education	Paid by Check #113657		09/06/2023	10/04/2023	10/31/2023		10/04/2023	182.00
		Vendor 48852 - ANDREW DORMAN Totals				Invoices	1		\$182.00
Vendor 50036 - DRIVELINE AND GEAR SERVICE									
W 139487	Pump Stations	Paid by Check #113658		09/14/2023	10/04/2023	09/30/2023		10/04/2023	3,503.83
		Vendor 50036 - DRIVELINE AND GEAR SERVICE Totals				Invoices	1		\$3,503.83
Vendor 49959 - DUDEK									
202307841	Grounds & Maintenance	Paid by Check #113760		09/29/2023	10/11/2023	09/30/2023		10/11/2023	15,478.28
		Vendor 49959 - DUDEK Totals				Invoices	1		\$15,478.28



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
 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 18550 - EUROFINS EATON ANALYTICAL LLC										
3800032763	Monitoring	Paid by Check #113761		09/19/2023	10/11/2023	09/30/2023		10/11/2023	40.00	
3800032765	Monitoring	Paid by Check #113761		09/19/2023	10/11/2023	09/30/2023		10/11/2023	495.00	
3800033075	Monitoring	Paid by Check #113761		09/24/2023	10/11/2023	09/30/2023		10/11/2023	40.00	
3800033082	Monitoring	Paid by Check #113761		09/24/2023	10/11/2023	09/30/2023		10/11/2023	565.00	
3800033186	Monitoring	Paid by Check #113761		09/25/2023	10/11/2023	09/30/2023		10/11/2023	40.00	
3800033296	Monitoring	Paid by Check #113761		09/26/2023	10/11/2023	09/30/2023		10/11/2023	80.00	
3800033396	Monitoring	Paid by Check #113761		09/27/2023	10/11/2023	09/30/2023		10/11/2023	240.00	
3800033439	Monitoring	Paid by Check #113761		09/28/2023	10/11/2023	09/30/2023		10/11/2023	20.00	
3800033500	Monitoring	Paid by Check #113761		09/28/2023	10/11/2023	09/30/2023		10/11/2023	180.00	
3800033504	Monitoring	Paid by Check #113761		09/28/2023	10/11/2023	09/30/2023		10/11/2023	40.00	
3800033685	Monitoring	Paid by Check #113761		10/01/2023	10/11/2023	10/31/2023		10/11/2023	20.00	
3800033687	Monitoring	Paid by Check #113761		10/01/2023	10/11/2023	10/31/2023		10/11/2023	750.00	
3800033691	Monitoring	Paid by Check #113761		10/01/2023	10/11/2023	10/31/2023		10/11/2023	35.00	
3800033773	Monitoring	Paid by Check #113761		10/02/2023	10/11/2023	10/31/2023		10/11/2023	1,530.00	
3800033853	Monitoring	Paid by Check #113761		10/03/2023	10/11/2023	10/31/2023		10/11/2023	1,530.00	
3800033976	Monitoring	Paid by Check #113761		10/05/2023	10/11/2023	10/31/2023		10/11/2023	280.00	
Vendor 18550 - EUROFINS EATON ANALYTICAL LLC Totals								Invoices	16	\$5,885.00
Vendor 49573 - EUROFINS TESTAMERICA										
3800031866	Monitoring	Paid by Check #113659		09/06/2023	10/04/2023	09/30/2023		10/04/2023	80.00	
3800032557	Monitoring	Paid by Check #113659		09/15/2023	10/04/2023	09/30/2023		10/04/2023	100.00	
3800032700	Monitoring	Paid by Check #113659		09/18/2023	10/04/2023	09/30/2023		10/04/2023	270.00	
3800032702	Monitoring	Paid by Check #113659		09/18/2023	10/04/2023	09/30/2023		10/04/2023	600.00	
3800032703	Monitoring	Paid by Check #113659		09/18/2023	10/04/2023	09/30/2023		10/04/2023	20.00	
Vendor 49573 - EUROFINS TESTAMERICA Totals								Invoices	5	\$1,070.00
Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC										
906117145	Service Contracts	Paid by Check #113762		10/01/2023	10/11/2023	10/31/2023		10/11/2023	136.86	
Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC Totals								Invoices	1	\$136.86
Vendor 14890 - FEDEX										
8-262-93168	Postage Expenses	Paid by Check #113660		09/22/2023	10/04/2023	09/30/2023		10/04/2023	63.78	
8-270-44387	Postage Expenses	Paid by Check #113660		09/29/2023	10/04/2023	09/30/2023		10/04/2023	108.20	
Vendor 14890 - FEDEX Totals								Invoices	2	\$171.98
Vendor 41263 - FERGUSON ENTERPRISES LLC										
0800688	Buildings	Paid by Check #113661		09/11/2023	10/04/2023	09/30/2023		10/04/2023	23.74	
Vendor 41263 - FERGUSON ENTERPRISES LLC Totals								Invoices	1	\$23.74
Vendor 15000 - FISHER SCIENTIFIC										
5920543	Laboratory Supplies	Paid by Check #113662		09/05/2023	10/04/2023	09/30/2023		10/04/2023	67.22	
Vendor 15000 - FISHER SCIENTIFIC Totals								Invoices	1	\$67.22
Vendor 48402 - FLYERS ENERGY LLC										



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
 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
23-927858	Diesel Fuel Inventory	Paid by Check #113663		09/26/2023	10/04/2023	09/30/2023		10/04/2023	3,227.63
23-929772	Gasoline Fuel Inventory	Paid by Check #113663		09/28/2023	10/04/2023	09/30/2023		10/04/2023	3,354.98
23-930195	Oil & Lubricants	Paid by Check #113663		09/29/2023	10/04/2023	09/30/2023		10/04/2023	639.22
23-931737	Diesel Fuel Inventory	Paid by Check #113663		09/29/2023	10/04/2023	09/30/2023		10/04/2023	6,863.82
23-935548	Gasoline Fuel Inventory	Paid by Check #113763		10/05/2023	10/11/2023	10/31/2023		10/11/2023	2,909.78
Vendor 48402 - FLYERS ENERGY LLC Totals							Invoices	5	\$16,995.43
Vendor 48288 - FRONTIER COMMUNICATIONS									
5306942753	1023 Telephone	Paid by Check #113764		10/01/2023	10/11/2023	10/31/2023		10/11/2023	354.99
Vendor 48288 - FRONTIER COMMUNICATIONS Totals							Invoices	1	\$354.99
Vendor 43111 - GFS CHEMICALS INC									
CINV-126244	Laboratory Supplies	Paid by Check #113664		09/22/2023	10/04/2023	09/30/2023		10/04/2023	318.10
Vendor 43111 - GFS CHEMICALS INC Totals							Invoices	1	\$318.10
Vendor 15600 - GRAINGER									
9849718185	Automotive	Paid by Check #113665		09/25/2023	10/04/2023	09/30/2023		10/04/2023	31.90
9851447830	Generators	Paid by Check #113665		09/26/2023	10/04/2023	09/30/2023		10/04/2023	225.88
9855615531	Grounds & Maintenance	Paid by Check #113765		09/29/2023	10/11/2023	09/30/2023		10/11/2023	779.56
9856901674	Safety Equipment - Physicals	Paid by Check #113665		10/02/2023	10/04/2023	10/31/2023		10/04/2023	1,506.69
9858631444	Automotive	Paid by Check #113765		10/03/2023	10/11/2023	10/31/2023		10/11/2023	13.09
Vendor 15600 - GRAINGER Totals							Invoices	5	\$2,557.12
Vendor 43403 - GRANITE CONSTRUCTION CO									
2569860	Pipe - Covers & Manholes	Paid by Check #113666		09/18/2023	10/04/2023	09/30/2023		10/04/2023	4,173.00
Vendor 43403 - GRANITE CONSTRUCTION CO Totals							Invoices	1	\$4,173.00
Vendor 48848 - GREAT BASIN UNIFIED APCD									
INV00711	Regulatory Operating Permits	Paid by Check #113667		10/01/2023	10/04/2023	10/31/2023		10/04/2023	70.00
Vendor 48848 - GREAT BASIN UNIFIED APCD Totals							Invoices	1	\$70.00
Vendor 15800 - HACH CO									
13750530	Laboratory Supplies	Paid by Check #113668		09/22/2023	10/04/2023	09/30/2023		10/04/2023	49.49
Vendor 15800 - HACH CO Totals							Invoices	1	\$49.49
Vendor 49122 - HAEN CONSTRUCTORS									
23-03	Misc Emergency Incident Expenses	Paid by Check #113669		08/31/2023	10/04/2023	09/30/2023		10/04/2023	73,746.13
23-03R	Misc Emergency Incident Expenses Retainage	Paid by Check #113669		08/31/2023	10/04/2023	09/30/2023		10/04/2023	(7,374.61)
Vendor 49122 - HAEN CONSTRUCTORS Totals							Invoices	2	\$66,371.52
Vendor 49110 - HATCHBACK CREATIVE									
3286	Public Relations Expense	Paid by Check #113670		10/01/2023	10/04/2023	09/30/2023		10/04/2023	546.25
Vendor 49110 - HATCHBACK CREATIVE Totals							Invoices	1	\$546.25
Vendor 44430 - HIGH SIERRA BUSINESS SYSTEMS									
134395	Service Contracts	Paid by Check #113671		09/25/2023	10/04/2023	09/30/2023		10/04/2023	425.43
134527	Service Contracts	Paid by Check #113766		10/02/2023	10/11/2023	09/30/2023		10/11/2023	419.85
Vendor 44430 - HIGH SIERRA BUSINESS SYSTEMS Totals							Invoices	2	\$845.28
Vendor 49604 - HOUSTON MAGNANI AND ASSOCIATES									



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
 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
7003	Contractual Services	Paid by Check #113672		09/28/2023	10/04/2023	09/30/2023		10/04/2023	800.00
Vendor 48832 - NANCY HUSSMANN		Vendor 49604 - HOUSTON MAGNANI AND ASSOCIATES Totals				Invoices	1		\$800.00
Oct 2023	Personnel Expense	Paid by Check #113673		10/01/2023	10/04/2023	10/31/2023		10/04/2023	454.45
Vendor 48832 - NANCY HUSSMANN		Vendor 48832 - NANCY HUSSMANN Totals				Invoices	1		\$454.45
ST/TWSA 2023-24	Dues - Memberships - Certification	Paid by Check #113767		07/22/2023	10/11/2023	09/30/2023		10/11/2023	3,000.00
Vendor 48915 - INCLINE VILLAGE GID		Vendor 48915 - INCLINE VILLAGE GID Totals				Invoices	1		\$3,000.00
207238	Replace Stand Alone Lateral Camera	Paid by Check #113674		09/20/2023	10/04/2023	09/30/2023		10/04/2023	28,665.52
Vendor 48374 - JACK DOHENY SUPPLIES INC		Vendor 48374 - JACK DOHENY SUPPLIES INC Totals				Invoices	1		\$28,665.52
8481	Grounds & Maintenance	Paid by Check #113768		09/28/2023	10/11/2023	09/30/2023		10/11/2023	8,650.00
8486	Grounds & Maintenance	Paid by Check #113768		09/28/2023	10/11/2023	09/30/2023		10/11/2023	7,150.00
Vendor 49782 - JOE BENIGNO TREE SERVICE		Vendor 49782 - JOE BENIGNO TREE SERVICE Totals				Invoices	2		\$15,800.00
916244146	Pump Stations	Paid by Check #113769		09/05/2023	10/11/2023	09/30/2023		10/11/2023	3,231.33
916259205	DVR Compressor Motor	Paid by Check #113769		09/12/2023	10/11/2023	09/30/2023		10/11/2023	15,576.13
Vendor 45141 - KAESER COMPRESSORS INC		Vendor 45141 - KAESER COMPRESSORS INC Totals				Invoices	2		\$18,807.46
165476	Al Tahoe Well Rehab & Al Tahoe/Bayview Backup Power	Paid by Check #113675		08/11/2023	10/04/2023	09/30/2023		10/04/2023	53,232.40
165981	Al Tahoe Well Rehab & Al Tahoe/Bayview Backup Power	Paid by Check #113675		09/06/2023	10/04/2023	09/30/2023		10/04/2023	104,653.85
166452	Wells & Contractual Services	Paid by Check #113675		09/26/2023	10/04/2023	09/30/2023		10/04/2023	3,211.70
166499	Contractual Services	Paid by Check #113675		09/27/2023	10/04/2023	09/30/2023		10/04/2023	8,062.60
Vendor 40821 - KENNEDY JENKS CONSULTANTS INC		Vendor 40821 - KENNEDY JENKS CONSULTANTS INC Totals				Invoices	4		\$169,160.55
101468104	Shop Supplies	Paid by Check #113770		09/21/2023	10/11/2023	09/30/2023		10/11/2023	1,764.12
101489625	Small Tools	Paid by Check #113770		09/28/2023	10/11/2023	09/30/2023		10/11/2023	335.30
101507480	Shop Supplies	Paid by Check #113770		10/04/2023	10/11/2023	10/31/2023		10/11/2023	915.27
101507558	Shop Supplies	Paid by Check #113770		10/04/2023	10/11/2023	10/31/2023		10/11/2023	278.64
101511869	Shop Supplies	Paid by Check #113770		10/05/2023	10/11/2023	10/31/2023		10/11/2023	495.84
Vendor 43694 - KIMBALL MIDWEST		Vendor 43694 - KIMBALL MIDWEST Totals				Invoices	5		\$3,789.17
3346301-1	Turf Buy-Back Program	Paid by Check #113676		09/05/2023	10/04/2023	09/30/2023		10/04/2023	3,000.00
Vendor 49878 - WILLIAM KOSKI		Vendor 49878 - WILLIAM KOSKI Totals				Invoices	1		\$3,000.00
LW-3637	Service Contracts	Paid by Check #113677		09/28/2023	10/04/2023	10/31/2023		10/04/2023	10,815.00
Vendor 48719 - LABWORKS LLC		Vendor 48719 - LABWORKS LLC Totals				Invoices	1		\$10,815.00



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
 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 49725 - LAKESIDE TERMITE & PEST CONTROL									
013771376	Buildings	Paid by Check #113678		09/29/2023	10/04/2023	09/30/2023		10/04/2023	150.00
016239910	Buildings	Paid by Check #113771		10/04/2023	10/11/2023	10/31/2023		10/11/2023	95.00
Vendor 49725 - LAKESIDE TERMITE & PEST CONTROL Totals							Invoices	2	\$245.00
Vendor 22200 - LANGENFELD ACE HARDWARE									
Sept 23 Stmt	Buildings & Shop Supplies	Paid by Check #113679		09/30/2023	10/04/2023	09/30/2023		10/04/2023	1,459.56
Vendor 22200 - LANGENFELD ACE HARDWARE Totals							Invoices	1	\$1,459.56
Vendor 49591 - JUDY LEONG									
Oct 2023	Contractual Services	Paid by Check #113680		10/01/2023	10/04/2023	10/31/2023		10/04/2023	20.00
Vendor 49591 - JUDY LEONG Totals							Invoices	1	\$20.00
Vendor 45135 - LES SCHWAB TIRE CENTER									
66100481251	Automotive	Paid by Check #113772		09/20/2023	10/11/2023	09/30/2023		10/11/2023	1,000.69
66100481145	Automotive	Paid by Check #113772		09/21/2023	10/11/2023	09/30/2023		10/11/2023	1,326.94
Vendor 45135 - LES SCHWAB TIRE CENTER Totals							Invoices	2	\$2,327.63
Vendor 22550 - LIBERTY UTILITIES									
7044582	Electricity	Paid by Check #113681		09/20/2023	10/04/2023	09/30/2023		10/04/2023	18,028.75
7046885	Electricity	Paid by Check #113681		09/21/2023	10/04/2023	09/30/2023		10/04/2023	5,132.22
7045009	Electricity	Paid by Check #113681		09/25/2023	10/04/2023	09/30/2023		10/04/2023	159.57
7045344	Electricity	Paid by Check #113681		09/25/2023	10/04/2023	09/30/2023		10/04/2023	36.62
7045398	Electricity	Paid by Check #113681		09/25/2023	10/04/2023	09/30/2023		10/04/2023	42.12
7045421	Electricity	Paid by Check #113681		09/25/2023	10/04/2023	09/30/2023		10/04/2023	4,026.12
7051093	Electricity	Paid by Check #113773		09/28/2023	10/11/2023	09/30/2023		10/11/2023	602.27
7051174	Electricity	Paid by Check #113773		09/28/2023	10/11/2023	09/30/2023		10/11/2023	23.58
7051175	Electricity	Paid by Check #113773		09/28/2023	10/11/2023	09/30/2023		10/11/2023	80.02
7051176	Electricity	Paid by Check #113773		09/28/2023	10/11/2023	09/30/2023		10/11/2023	46.47
7051283	Electricity	Paid by Check #113773		09/28/2023	10/11/2023	09/30/2023		10/11/2023	357.90
7051303	Electricity	Paid by Check #113773		09/28/2023	10/11/2023	09/30/2023		10/11/2023	35.40
Vendor 22550 - LIBERTY UTILITIES Totals							Invoices	12	\$28,571.04
Vendor 47903 - LINDE GAS & EQUIPMENT INC									
38367110	Shop Supplies	Paid by Check #113682		09/22/2023	10/04/2023	09/30/2023		10/04/2023	527.69
38386235	Shop Supplies	Paid by Check #113682		09/22/2023	10/04/2023	09/30/2023		10/04/2023	66.45
38713633	Buildings	Paid by Check #113774		10/05/2023	10/11/2023	10/31/2023		10/11/2023	70.45
Vendor 47903 - LINDE GAS & EQUIPMENT INC Totals							Invoices	3	\$664.59
Vendor 19248 - MALLORY SAFETY & SUPPLY LLC									
5725021	Field, Shop & Safety Supplies Inventory	Paid by Check #113775		09/27/2023	10/11/2023	09/30/2023		10/11/2023	886.36
Vendor 19248 - MALLORY SAFETY & SUPPLY LLC Totals							Invoices	1	\$886.36
Vendor 48372 - MIMICAST NORTH AMERICA INC									
INVUS1438932	Service Contracts	Paid by Check #113683		09/25/2023	10/04/2023	09/30/2023		10/04/2023	3,635.20
Vendor 48372 - MIMICAST NORTH AMERICA INC Totals							Invoices	1	\$3,635.20
Vendor 43889 - MME MUNICIPAL MAINTENANCE									
013342	Service Contracts	Paid by Check #113684		09/08/2023	10/04/2023	09/30/2023		10/04/2023	2,834.56



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
 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
014196	Automotive	Paid by Check #113776		10/02/2023	10/11/2023	10/31/2023			1,589.40
		Vendor 43889 - MME MUNICIPAL MAINTENANCE Totals				Invoices	2		\$4,423.96
Vendor 49765 - NAPA AUTO PARTS									
701279	Field, Shop & Safety Supplies Inventory	Paid by Check #113777		09/28/2023	10/11/2023	09/30/2023		10/11/2023	145.64
Sept 23 Stmt	Automotive & Shop Supplies	Paid by Check #113777		09/30/2023	10/11/2023	09/30/2023		10/11/2023	4,117.62
		Vendor 49765 - NAPA AUTO PARTS Totals				Invoices	2		\$4,263.26
Vendor 44607 - OLIN PIONEER AMERICAS LLC									
900329577	Hypochlorite	Paid by Check #113685		09/27/2023	10/04/2023	09/30/2023		10/04/2023	13,598.51
		Vendor 44607 - OLIN PIONEER AMERICAS LLC Totals				Invoices	1		\$13,598.51
Vendor 49806 - OUTSIDE INTERACTIVE INC									
36323	Public Relations Expense	Paid by Check #113778		09/01/2023	10/11/2023	09/30/2023		10/11/2023	2,011.00
		Vendor 49806 - OUTSIDE INTERACTIVE INC Totals				Invoices	1		\$2,011.00
Vendor 41272 - PAC MACHINE CO									
91820	Misc Emergency Incident Expenses	Paid by Check #113779		09/01/2023	10/11/2023	09/30/2023		10/11/2023	17,702.33
		Vendor 41272 - PAC MACHINE CO Totals				Invoices	1		\$17,702.33
Vendor 49468 - PACIFIC POWER TESTING INC									
PPT-12767B	Buildings & Pump Stations	Paid by Check #113686		09/20/2023	10/04/2023	09/30/2023		10/04/2023	2,600.00
		Vendor 49468 - PACIFIC POWER TESTING INC Totals				Invoices	1		\$2,600.00
Vendor 49961 - PLATINUM ADVISORS LLC									
35604	Contractual Services	Paid by Check #113687		10/01/2023	10/04/2023	10/31/2023		10/04/2023	1,000.00
		Vendor 49961 - PLATINUM ADVISORS LLC Totals				Invoices	1		\$1,000.00
Vendor 49550 - PRISM									
24400746	Contractual Services	Paid by Check #113688		10/02/2023	10/04/2023	10/31/2023		10/04/2023	1,110.90
		Vendor 49550 - PRISM Totals				Invoices	1		\$1,110.90
Vendor 49826 - QUADIENT LEASING USA INC									
N10118326	Equipment Rental- Lease	Paid by Check #113689		09/16/2023	10/04/2023	10/31/2023		10/04/2023	1,061.83
		Vendor 49826 - QUADIENT LEASING USA INC Totals				Invoices	1		\$1,061.83
Vendor 47803 - REDWOOD PRINTING									
34366	Office Supplies	Paid by Check #113780		10/04/2023	10/11/2023	10/31/2023		10/11/2023	190.50
		Vendor 47803 - REDWOOD PRINTING Totals				Invoices	1		\$190.50
Vendor 48144 - RELIANCE STANDARD									
OCT23	Voluntary Life Payable	Paid by Check #113690		10/01/2023	10/04/2023	10/31/2023		10/04/2023	325.74
OCT23A	LTD/Life Insurance Management	Paid by Check #113690		10/01/2023	10/04/2023	10/31/2023		10/04/2023	2,354.49
OCT23B	LTD/Life Insurance Union/Board Payable	Paid by Check #113690		10/01/2023	10/04/2023	10/31/2023		10/04/2023	3,389.13
		Vendor 48144 - RELIANCE STANDARD Totals				Invoices	3		\$6,069.36
Vendor 48684 - RS									
9018449190	Primary Equipment	Paid by Check #113781		09/28/2023	10/11/2023	09/30/2023		10/11/2023	539.40
		Vendor 48684 - RS Totals				Invoices	1		\$539.40
Vendor 50056 - GIANNI SAPORITI									



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
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
3120203	Water Use Reduction Rebates	Paid by Check #113691		10/03/2023	10/04/2023	10/31/2023		10/04/2023	100.00
		Vendor 50056 - GIANNI SAPORITI Totals				Invoices	1		\$100.00
Vendor 44856 - SCIENTIFIC CONSUMABLES & INSTRUMENTATION									
93359	Laboratory Supplies	Paid by Check #113692		09/28/2023	10/04/2023	09/30/2023		10/04/2023	527.81
		Vendor 44856 - SCIENTIFIC CONSUMABLES & INSTRUMENTATION Totals				Invoices	1		\$527.81
Vendor 49911 - SEARCHPROS STAFFING LLC									
23091233	Contractual Services	Paid by Check #113693		09/12/2023	10/04/2023	09/30/2023		10/04/2023	1,681.37
23092637	Contractual Services	Paid by Check #113693		09/26/2023	10/04/2023	09/30/2023		10/04/2023	1,576.24
		Vendor 49911 - SEARCHPROS STAFFING LLC Totals				Invoices	2		\$3,257.61
Vendor 49482 - DONALD SHEETZ									
2373422	Turf Buy-Back Program	Paid by Check #113694		10/03/2023	10/04/2023	10/31/2023		10/04/2023	1,080.00
		Vendor 49482 - DONALD SHEETZ Totals				Invoices	1		\$1,080.00
Vendor 43552 - SHERWIN-WILLIAMS									
1634-4	Buildings	Paid by Check #113782		09/21/2023	10/11/2023	09/30/2023		10/11/2023	700.24
1702-9	Buildings	Paid by Check #113782		09/25/2023	10/11/2023	09/30/2023		10/11/2023	15.20
		Vendor 43552 - SHERWIN-WILLIAMS Totals				Invoices	2		\$715.44
Vendor 49303 - CHRIS SIANO									
T2 2023 Reimb	Dues - Memberships - Certification	Paid by Check #113695		09/29/2023	10/04/2023	09/30/2023		10/04/2023	60.00
		Vendor 49303 - CHRIS SIANO Totals				Invoices	1		\$60.00
Vendor 44594 - SOLENIS LLC									
132435701	Polymer	Paid by Check #113696		09/07/2023	10/04/2023	09/30/2023		10/04/2023	32,872.95
		Vendor 44594 - SOLENIS LLC Totals				Invoices	1		\$32,872.95
Vendor 43888 - SONSTRAY MACHINERY LLC									
PSO098576-1	Automotive	Paid by Check #113697		09/19/2023	10/04/2023	09/30/2023		10/04/2023	273.04
PSO099051-1	Automotive	Paid by Check #113697		09/27/2023	10/04/2023	09/30/2023		10/04/2023	780.00
		Vendor 43888 - SONSTRAY MACHINERY LLC Totals				Invoices	2		\$1,053.04
Vendor 44577 - SOUNDPROS INC									
230922-47	Public Relations Expense	Paid by Check #113698		09/22/2023	10/04/2023	10/31/2023		10/04/2023	49.00
		Vendor 44577 - SOUNDPROS INC Totals				Invoices	1		\$49.00
Vendor 23450 - SOUTH TAHOE REFUSE									
2761096	Buildings & Grounds & Maintenance	Paid by Check #113783		10/01/2023	10/11/2023	09/30/2023		10/11/2023	200.55
2761113	Refuse Disposal	Paid by Check #113783		10/01/2023	10/11/2023	09/30/2023		10/11/2023	1,275.00
2761119	Refuse Disposal	Paid by Check #113783		10/01/2023	10/11/2023	09/30/2023		10/11/2023	340.00
2761126	Refuse Disposal	Paid by Check #113783		10/01/2023	10/11/2023	09/30/2023		10/11/2023	170.00
2761127	Refuse Disposal	Paid by Check #113783		10/01/2023	10/11/2023	09/30/2023		10/11/2023	637.50
2761130	Refuse Disposal	Paid by Check #113783		10/01/2023	10/11/2023	09/30/2023		10/11/2023	850.00
2761205	Refuse Disposal	Paid by Check #113783		10/01/2023	10/11/2023	09/30/2023		10/11/2023	637.50
2761287	Refuse Disposal	Paid by Check #113783		10/01/2023	10/11/2023	09/30/2023		10/11/2023	85.00
2761773	Refuse Disposal	Paid by Check #113783		10/01/2023	10/11/2023	09/30/2023		10/11/2023	1,275.00
		Vendor 23450 - SOUTH TAHOE REFUSE Totals				Invoices	9		\$5,470.55



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
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 45168 - SOUTHWEST GAS									
910000192416 923	Natural Gas	Paid by Check #113699		09/22/2023	10/04/2023	09/30/2023		10/04/2023	107.90
910000421501 923	Natural Gas	Paid by Check #113784		09/25/2023	10/11/2023	09/30/2023		10/11/2023	308.34
910000421502 923	Natural Gas	Paid by Check #113784		09/25/2023	10/11/2023	09/30/2023		10/11/2023	510.02
910000429959 923	Natural Gas	Paid by Check #113784		09/25/2023	10/11/2023	09/30/2023		10/11/2023	67.88
910000429960 923	Natural Gas	Paid by Check #113784		09/25/2023	10/11/2023	09/30/2023		10/11/2023	1,983.04
910000175574 923	Natural Gas	Paid by Check #113784		09/27/2023	10/11/2023	09/30/2023		10/11/2023	69.28
910000175902 923	Natural Gas	Paid by Check #113784		09/27/2023	10/11/2023	09/30/2023		10/11/2023	11.00
910000865770 923	Natural Gas	Paid by Check #113784		09/27/2023	10/11/2023	09/30/2023		10/11/2023	23.31
910000416224 923	Natural Gas	Paid by Check #113784		09/29/2023	10/11/2023	09/30/2023		10/11/2023	11.00
910000657163 923	Natural Gas	Paid by Check #113784		09/29/2023	10/11/2023	09/30/2023		10/11/2023	1.03
910000040369 923	Natural Gas	Paid by Check #113784		10/04/2023	10/11/2023	09/30/2023		10/11/2023	246.75
910000041349 923	Natural Gas	Paid by Check #113784		10/04/2023	10/11/2023	09/30/2023		10/11/2023	15.54
Vendor 45168 - SOUTHWEST GAS Totals						Invoices	12		\$3,355.09
Vendor 47948 - SOUTHWEST VALVE LLC									
9895	Wells	Paid by Check #113785		10/02/2023	10/11/2023	10/31/2023		10/11/2023	4,173.02
Vendor 47948 - SOUTHWEST VALVE LLC Totals						Invoices	1		\$4,173.02
Vendor 49888 - NICHOLAS SUAREZ									
904215 REIMB	Travel - Meetings - Education	Paid by Check #113786		09/25/2023	10/11/2023	09/30/2023		10/11/2023	25.00
Vendor 49888 - NICHOLAS SUAREZ Totals						Invoices	1		\$25.00
Vendor 50051 - THOMAS SUK									
2382140	Water Use Reduction Rebates	Paid by Check #113700		09/11/2023	10/04/2023	09/30/2023		10/04/2023	294.62
Vendor 50051 - THOMAS SUK Totals						Invoices	1		\$294.62
Vendor 48511 - SWRCB/DWOC									
MACLEAN23	Dues - Memberships - Certification	Paid by Check #113787		10/10/2023	10/11/2023	10/31/2023		10/11/2023	150.00
Vendor 48511 - SWRCB/DWOC Totals						Invoices	1		\$150.00
Vendor 24050 - TAHOE BASIN CONTAINER SERVICE									
2763728	Refuse Disposal	Paid by Check #113788		10/01/2023	10/11/2023	09/30/2023		10/11/2023	260.00
2763737	Refuse Disposal	Paid by Check #113788		10/01/2023	10/11/2023	09/30/2023		10/11/2023	32.50
2763753	Refuse Disposal	Paid by Check #113788		10/01/2023	10/11/2023	09/30/2023		10/11/2023	30.00
2763883	Refuse Disposal	Paid by Check #113788		10/01/2023	10/11/2023	09/30/2023		10/11/2023	38.00
Vendor 24050 - TAHOE BASIN CONTAINER SERVICE Totals						Invoices	4		\$360.50
Vendor 48229 - TAHOE DAILY TRIBUNE									
IN111133	Public Relations Expense	Paid by Check #113789		09/30/2023	10/11/2023	09/30/2023		10/11/2023	578.00
IN111134	Public Relations Expense	Paid by Check #113789		09/30/2023	10/11/2023	09/30/2023		10/11/2023	689.00
IN111135	Ads-Legal Notices	Paid by Check #113789		09/30/2023	10/11/2023	09/30/2023		10/11/2023	769.50
IN111136	Ads-Legal Notices	Paid by Check #113789		09/30/2023	10/11/2023	09/30/2023		10/11/2023	749.50
IN111137	Ads-Legal Notices	Paid by Check #113789		09/30/2023	10/11/2023	09/30/2023		10/11/2023	749.50
IN111138	Ads-Legal Notices	Paid by Check #113789		09/30/2023	10/11/2023	09/30/2023		10/11/2023	754.50
Vendor 48229 - TAHOE DAILY TRIBUNE Totals						Invoices	6		\$4,290.00
Vendor 48366 - TAHOE OUTDOOR LIVING									



Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
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
3717	Grounds & Maintenance	Paid by Check #113790		08/14/2023	10/11/2023	09/30/2023		10/11/2023	3,735.00
		Vendor 48366 - TAHOE OUTDOOR LIVING Totals				Invoices	1		\$3,735.00
Vendor 24450 - TAHOE VALLEY ELECTRIC SUPPLY									
5127262	Pipe - Covers & Manholes	Paid by Check #113701		09/01/2023	10/04/2023	09/30/2023		10/04/2023	119.08
5127263	Pump Stations	Paid by Check #113701		09/07/2023	10/04/2023	09/30/2023		10/04/2023	556.80
5127264	Shop Supplies	Paid by Check #113701		09/07/2023	10/04/2023	09/30/2023		10/04/2023	189.01
5127265	Buildings	Paid by Check #113701		09/20/2023	10/04/2023	09/30/2023		10/04/2023	13.59
5127266	Shop Supplies	Paid by Check #113701		09/25/2023	10/04/2023	09/30/2023		10/04/2023	22.89
		Vendor 24450 - TAHOE VALLEY ELECTRIC SUPPLY Totals				Invoices	5		\$901.37
Vendor 48877 - SHELLY THOMSEN									
MYTHAI0923 REIMB	Travel - Meetings - Education	Paid by Check #113702		09/28/2023	10/04/2023	09/30/2023		10/04/2023	121.30
		Vendor 48877 - SHELLY THOMSEN Totals				Invoices	1		\$121.30
Vendor 44334 - UNDERGROUND SERVICE ALERT									
2023170100	Service Contracts	Paid by Check #113703		07/20/2023	10/04/2023	09/30/2023		10/04/2023	8,304.06
		Vendor 44334 - UNDERGROUND SERVICE ALERT Totals				Invoices	1		\$8,304.06
Vendor 49947 - USABBLUEBOOK									
INV00148528	Laboratory Equipment + Grounds & Maintenance	Paid by Check #113791		09/29/2023	10/11/2023	09/30/2023		10/11/2023	3,456.42
		Vendor 49947 - USABBLUEBOOK Totals				Invoices	1		\$3,456.42
Vendor 45243 - VELOCITY VEHICLE GROUP									
XA261115045:01	Automotive	Paid by Check #113704		09/21/2023	10/04/2023	09/30/2023		10/04/2023	104.91
		Vendor 45243 - VELOCITY VEHICLE GROUP Totals				Invoices	1		\$104.91
Vendor 48557 - WATEREUSE ASSOCIATION									
D51330	Dues - Memberships - Certification	Paid by Check #113792		10/01/2023	10/11/2023	10/31/2023		10/11/2023	1,512.00
		Vendor 48557 - WATEREUSE ASSOCIATION Totals				Invoices	1		\$1,512.00
Vendor 48148 - WATSON-MARLOW INC									
SI240612	Secondary Equipment	Paid by Check #113711		07/28/2023	08/16/2023	08/31/2023		10/05/2023	4,731.91
SCN008388	Secondary Equipment	Paid by Check #113711		08/08/2023	08/16/2023	08/31/2023		10/05/2023	(4,731.91)
		Vendor 48148 - WATSON-MARLOW INC Totals				Invoices	2		\$0.00
Vendor 48405 - WAXIE SANITARY SUPPLY									
82018963	Janitorial Supplies Inventory	Paid by Check #113793		10/04/2023	10/11/2023	10/31/2023		10/11/2023	1,591.78
82018990	Field, Shop & Safety Supplies Inventory	Paid by Check #113793		10/04/2023	10/11/2023	10/31/2023		10/11/2023	349.81
		Vendor 48405 - WAXIE SANITARY SUPPLY Totals				Invoices	2		\$1,941.59
Vendor 25700 - WEDCO INC									
S100045337.001	Buildings	Paid by Check #113705		09/25/2023	10/04/2023	09/30/2023		10/04/2023	57.86
S100045337.002	Buildings	Paid by Check #113705		09/28/2023	10/04/2023	09/30/2023		10/04/2023	429.18



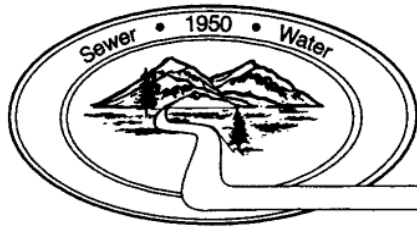
Payment of Claims

Payment Date Range 09/28/23 - 10/11/23
 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 25700 - WEDCO INC Totals		Invoices	2		\$487.04
Vendor 25850 - WESTERN NEVADA SUPPLY									
39898466	Saddles & Fittings Inventory	Paid by Check #113794		08/29/2023	10/11/2023	09/30/2023		10/11/2023	307.33
19566994	Water Meters & Parts	Paid by Check #113706		09/26/2023	10/04/2023	09/30/2023		10/04/2023	734.28
19922611-2	Repair Clamps Inventory	Paid by Check #113706		09/27/2023	10/04/2023	09/30/2023		10/04/2023	471.82
39958229	Shop Supplies	Paid by Check #113706		09/27/2023	10/04/2023	09/30/2023		10/04/2023	432.00
39959315	Sewerworks Inventory	Paid by Check #113794		09/28/2023	10/11/2023	09/30/2023		10/11/2023	438.48
39966627	Waterline, Black Bart	Paid by Check #113794		10/03/2023	10/11/2023	10/31/2023		10/11/2023	106.50
19840327-1	Valves Elbows Ts Flanges Inventory	Paid by Check #113794		10/04/2023	10/11/2023	10/31/2023		10/11/2023	810.01
19967791	Pipe - Covers & Manholes	Paid by Check #113794		10/05/2023	10/11/2023	10/31/2023		10/11/2023	874.36
19967794	Valves Elbows Ts Flanges Inventory	Paid by Check #113794		10/05/2023	10/11/2023	10/31/2023		10/11/2023	7,263.67
19967797	Saddles & Fittings Inventory	Paid by Check #113794		10/05/2023	10/11/2023	10/31/2023		10/11/2023	512.21
19968587	Boxes-Lids-Extensions Inventory	Paid by Check #113794		10/05/2023	10/11/2023	10/31/2023		10/11/2023	328.82
				Vendor 25850 - WESTERN NEVADA SUPPLY Totals		Invoices	11		\$12,279.48
Vendor 49738 - WEX BANK									
91879164	Diesel Expense	Paid by Check #113707		09/23/2023	10/04/2023	09/30/2023		10/04/2023	117.69
				Vendor 49738 - WEX BANK Totals		Invoices	1		\$117.69
Vendor 49930 - WHITE CAP									
50023927803	Manhole Frames - Lids - Other Parts Inventory	Paid by Check #113795		09/28/2023	10/11/2023	10/31/2023		10/11/2023	6,396.33
				Vendor 49930 - WHITE CAP Totals		Invoices	1		\$6,396.33
Vendor 50054 - WONG REV TRUST OF 10/16/2022									
2735606	Water Use Reduction Rebates	Paid by Check #113708		09/25/2023	10/04/2023	09/30/2023		10/04/2023	100.00
				Vendor 50054 - WONG REV TRUST OF 10/16/2022 Totals		Invoices	1		\$100.00
Vendor 48093 - WOOD RODGERS INC									
173170	Wells	Paid by Check #113796		08/31/2023	10/11/2023	09/30/2023		10/11/2023	1,225.00
				Vendor 48093 - WOOD RODGERS INC Totals		Invoices	1		\$1,225.00
Vendor 48781 - WORLD OIL REFINING									
I500-00978269	Contractual Services	Paid by Check #113709		09/29/2023	10/04/2023	09/30/2023		10/04/2023	100.00
				Vendor 48781 - WORLD OIL REFINING Totals		Invoices	1		\$100.00
				Grand Totals		Invoices	294		\$1,334,317.85

Watson-Marlow Inc. chk #113260	(5,128.36)
Watson-Marlow Inc. chk #113711	5,128.36
ENS Resources Inc. chk #112886	(5,000.00)
ENS Resources Inc. chk #113631	5,000.00
SouthWest Gas chk #113042	(26.63)
<hr/>	
10/05/23 P.O.C. Total	\$ 1,334,291.22

General Manager
Paul Hughes



South Tahoe Public Utility District

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline

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: Trevor Coolidge, Senior Engineer

MEETING DATE: October 19, 2023

ITEM – PROJECT NAME: 2023 Black Bart Waterline Replacement Project

REQUESTED BOARD ACTION: 1) Approve Contract Change Order No. 1 to Vinciguerra Construction, Inc. in the amount of \$657,751; and 2) Authorize the General Manager to execute Change Order No. 1.

DISCUSSION: Change Order No. 1 increases the Scope of the 2023 Black Bart Waterline Replacement Project (Project). The Project, as awarded to Vinciguerra Construction (VC), included replacement of waterlines in the Black Bart neighborhood, excluding Black Bart Avenue, replacement of the waterline on Ham Lane, and a placeholder for the performance of As-Needed Water and Sewer System Improvements up to \$200,000 in value.

Following award of the Project in 2022, further field investigation revealed that 2070 linear-feet of the existing 10-inch diameter steel water main on Black Bart Avenue was significantly older than originally known, nearing end of service life (more than 50 years old), had been subject to leaks, and also complicated the project due to required service transfers and interties to the new mains on side streets within the Project area. Based on the issues with the old 10-inch main, the District requested a cost proposal from VC to replace the old main and found it to be cost competitive, resulting in direction to VC to complete the additional work to fully update the water system within the Project area. The proposal from VC provides a mix of unit pricing and lump sum pricing following the framework of the original bid item list, as detailed in Change Order No. 1 (attached). The proposal is all-inclusive, totaling \$657,751.00, and adds 77 days to the Contract, providing time to complete the added work. The addition of the work on Black Bart Avenue brings the contract total, minus the unused reserve for As-Needed Water and Sewer Improvements, to \$3,808,927.00. The budget for the project is \$4,020,000.00.

Staff recommends that the Board approve Contract Change Order No. 1 to Vinciguerra Construction, Inc. for the 2023 Black Bart Waterline Replacement Project in

the amount of \$657,751 and authorize the General Manager to execute the Change Order.

SCHEDULE: Upon Board Approval

COSTS: \$657,751.00

ACCOUNT NO: 2030-8098

BUDGETED AMOUNT AVAILABLE:

ATTACHMENTS: Contract Change Order No.1

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AA NO _____



Change Order #: **1**

Project: **2023 Black Bart Waterline Replacement Project**

Date: **10/19/2023**

Purchase Order No. : **2023-491**

Contractor: **Vinciguerra Construction, Inc.**

	Dollar Amounts	Contract Times
Original Contract	\$3,425,176.00	292
Previous Change Orders	\$0.00	0
Current Contract	\$3,425,176.00	292
THIS CHANGE ORDER	\$657,751.00	77
Total Change Orders to Date	\$957,751.00	77
New Contract Total	\$4,082,927.00	369

Accepted by
Contractor: _____

Date: _____

Reviewed by STPUD
Project Manager: _____

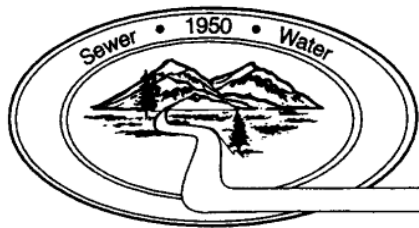
Date: _____

Authorized by STPUD
General Manager: _____

Date: _____

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
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 6b

TO: Board of Directors
FROM: Melonie Guttry, Executive Services Manager
Keith Collins, General Counsel
MEETING DATE: October 19, 2023
ITEM – PROJECT NAME: Amendment to Board Policy

REQUESTED BOARD ACTION: Approve minor amendments to existing Board Policy as recommended by Keith Collins, General Counsel.

DISCUSSION: The Board Policies are reviewed on an as-needed basis. With the appointment of a new General Counsel, Administration coordinated with Attorney Collins to review the current Board Policies. Minor changes were proposed, which are provided in the redline copy attached.

SCHEDULE: Implement upon approval

COSTS: \$0

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Redline proposed changes to current Board Policy

CONCURRENCE WITH REQUESTED ACTION: _____ **CATEGORY:** General

GENERAL MANAGER: YES PA NO _____

CHIEF FINANCIAL OFFICER: YES PA NO _____

Type text here



South Tahoe Public Utility District Board Policy Manual

August 22, 2023

BOARD POLICY MANUAL INDEX

SECTION	DESCRIPTION	PAGE
1.0	INTRODUCTION	1
1.1	Purpose of Board Policies	1
1.2	Adoption and Amendment of Policies	1
2.0	PROCEDURES	2
2.1	Public Complaints	2
2.2	Budget Preparation	3
2.3	Public Records	3
2.4	Records Retention	6
3.0	BOARD OF DIRECTORS	6
3.1	Unit of Authority	6
3.2	Election of Directors and Orientation	6
3.3	Appointment of Directors	8
3.4	Attendance at Meetings	11
3.5	Directors' Compensation	12
3.6	Board President and Vice President	13
3.7	Members of the Board	13
3.8	Board Committees	15
3.9	Membership and Associations	16
3.10	Trainings, Education, Meetings and Conferences	16
3.11	Business Expense, Credit Card, Vehicle Use & Reimbursement Policy	18
4.0	PERSONNEL	22
4.1	General Manager	22
4.2	Clerk of the Board	24
4.3	Legal Counsel and Auditor	25
5.0	BOARD CODES	25
5.1	Code of Ethics	25
5.2	Code of Conduct	28
5.3	Conflict of Interest Code	34
6.0	BOARD MEETING	36
6.1	The Brown Act	36
6.2	Board Meeting	36
6.3	Board Meeting Agenda	39
6.4	Board Meeting Conduct	40
6.5	Board Actions and Decisions	41
6.6	Review of Administrative Decisions	43
6.7	Minutes of Board Meeting	44
6.8	Audio and/or Video Tape Recordings of Board Meetings	45
7.0	SOCIAL MEDIA	46
7.1	Purpose	46
7.2	Personal Use of Social Media	46
7.3	District use of Social Media	47
7.4	External Use Social Media	49

1.0 INTRODUCTION

1.1 Purpose of Board Policies

1.1.1 The policy of the Board of Directors of the South Tahoe Public Utility District ("District") is to maintain the highest standards of ethics from its Board members. The proper operation of the District requires decisions and policy to be made in the proper channels of governmental structure, that public office not be used for personal gain, and that all individuals associated with the District remain impartial and responsible toward the public. It is the policy of the District that Board members will maintain the highest standard of personal honesty and fairness in carrying out their duties.

Accordingly, the Board of Directors maintains a Board Policy Manual. The Board has the right to adopt practices which are more stringent than the law requires. Contained therein shall be a comprehensive listing of the Board's current policies, being the rules and regulations enacted by the Board, from time to time. The Board Policy Manual will serve as a resource for Directors, staff, and members of the public in determining and communicating the manner in which matters of District business are to be conducted. It also sets forth the minimum ethical standards to be followed by the Board of Directors. Additional objectives of this Board Policy Manual are: (a) to heighten awareness of ethics and values and critical elements in Board members' conduct; (b) to provide guidance for dealing with ethical issues; and (c) improve ethical decision-making and values-based management.

1.1.2 If any policy or portion of a policy contained in the Board Policy Manual is in conflict with rules, regulations, or legislation having authority over the District's policy, then those rules, regulations, or legislation shall prevail.

1.1.3 Any of the rules not required by law may be suspended by a majority of the Board.

1.2 Adoption and Amendment of Policies

1.2.1 It is the duty of the Board of Directors to establish procedure and formulate policy. It is also responsible for adopting all policies. The Board directs the General Manager to implement the policies. These policies will be maintained in a policy manual, to be revised as necessary.

1.2.2 Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director, General Manager or Clerk of the Board. The proposed adoption or amendment is initiated by submitting a written draft of the proposed adoption or amendment to each Director and the General Manager through the District office, and requesting that the item be included for consideration on the Agenda at the appropriate regular meeting of the Board of Directors.

1.2.3 Adoption of a new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Directors by a vote of the majority of the Board (as described in Section 6.5.1).

1.2.4 Before considering to adopt or amend any policy, Directors shall have the opportunity to review the proposed adoption or amendment at the regular Board of Directors meeting at which consideration for adoption or amendment is to be given. Copies of the proposed policy adoption or amendment shall be included in the Agenda information packet for any meeting of consideration. If further consideration is necessary, the Board President may request the policy be included in the next meeting Agenda packet to allow sufficient time for further review.

2.0 PROCEDURES

2.1 Public Complaints

2.1.1 The Board of Directors desires that public complaints be resolved at the lowest possible administrative level and that the method for resolution of complaints be logical and systematic.

2.1.2 A public complaint is an allegation by a member of the public of a violation of a District policy, or state or federal statute, of which the individual has been adversely affected.

2.1.3 The method of resolving complaints shall be as follows:

2.1.4 The individual with a complaint shall first discuss the matter with the appropriate department manager, with the objective of resolving the matter informally.

2.1.5 If the individual registering the complaint is not satisfied with the disposition of the complaint by the department manager, the complaint may be filed, in writing, with the General Manager. Within a reasonable time, the General Manager shall meet engage with the person filing the complaint to resolve the matter. At the option of the General Manager, he/she may conduct conferences and take testimony or written documentation in the resolution of the complaint. A written decision from the General Manager may be requested by the individual filing the complaint.

2.1.6 If the individual filing the complaint is not satisfied with the disposition of the matter by the General Manager, a written complaint may be filed with the Board of Directors, within ten (10) days of receiving the General Manager's decision. The Board President may direct a standing committee or create an ad hoc committee to review the complaint and make recommendations. In the event the complaint is not satisfied by the designated committee, or in the event no committee is directed or formed to hear the complaint, the Board may consider the matter at the next regular meeting, or call a special meeting. The Board will endeavor to expeditiously resolve the matter. In making the final decision, the Board may conduct conferences, hear testimony, as well as utilize the transcripts of written documentation. A written decision from the Board may be requested by the individual filing the complaint.

2.1.7 This policy in no way prohibits or is intended to deter a member of the community or staff member from appearing before the Board to present verbal testimony, complaints, or statements in regard to actions of the Board, District programs and services, or impending considerations of the Board.

2.2 Budget Preparation

2.2.1 An annual budget proposal shall be prepared by the General Manager and Chief Financial Officer.

2.2.2 Prior to review by the Board of Directors, the Board's Finance Committee shall be assigned to meet with the General Manager and the Chief Financial Officer to review the annual budget proposal.

2.2.3 The proposed annual budget, as reviewed and amended by the Finance Committee, shall be reviewed by the Board no later than its first regular meeting in June of each year.

2.2.4 The proposed annual budget, as amended by the Board during its review, shall be adopted no later than its second regular meeting in June of each year.

2.3 Public Records

2.3.1 The California Public Records Act, Government Code Section 7920.000 et seq, requires that public records in the custody of the District shall be available for public inspection and copying pursuant to the provisions of the act. Therefore, the terms of the act are hereby incorporated by reference, along with Resolution No. 2747-02, adopted 10/03/02, and shall constitute the District Records Policy of the District.

Public records maintained by the District shall be available for inspection and copying during the regular business hours of the District. The General Manager, or his or her designee, shall be the official custodian of District records and shall make any nonexempt records freely available to the public in accordance with Government Code section 7920.000 et seq. The District may refuse to make available records that are exempt from disclosure pursuant to ~~Government Code Section 7922~~the Public Records Act.

2.3.2 Employees shall not make any promise or statement assuring confidential treatment of any record given to the District. All requests for inspection or copies of public records, other than forms and documents routinely distributed to the public, shall be forwarded to the General Manager or his or her designee. District employees shall not provide to anyone who does not work for the District any record deemed exempt from disclosure by the General Manager or his or her designee without express authorization from the General Manager. The General Manager shall have the sole authority to disclose exempt documents. All records created by the District's legal counsel are protected by the attorney/client privilege and are exempt from disclosure.

The General Manager or his or her designee shall not disclose such records to anyone not employed by the District without first consulting with the District's legal counsel.

All Proposals submitted in response to a request for proposal (RFP) become the property of the District and under Government Code Section 7920.000 et seq. are public records which may be subject to public review. The RFP should generally provide that except for price or other portions marked confidential (such as trade secrets when applicable) the public will have access to a submittal. However, in special circumstances where the public interest in the confidentiality of submittals outweighs the public interest in disclosure, the RFP may provide for confidentiality of submittals for that particular project. In such special circumstances, the General Manager or his or her designee shall consult with the District's legal counsel for assistance in preparing the RFP.

2.3.3 Members of the public who wish to inspect or obtain copies of any public record must submit their request to the office of the General Manager specifying the desired records. Requests should be specific ~~and~~, focused ~~and not unreasonably interfere with the ordinary business operations of the District~~. The request should sufficiently describe records so that identification, location and retrieval of the records can be achieved in a timely manner by District personnel, and should include the name and address of the requestor and a telephone number where the requestor can be reached for questions of clarification that will help to identify and locate the appropriate records for retrieval. If the member of the public is unsure how to phrase the written request, he or she may request assistance from the District in drafting the request.

2.3.4 A reasonable effort will be made to locate requested records. If the document requested cannot be located after a reasonable search, the requesting party shall so be advised. The District shall, within 10 days of receipt of the request, determine whether the request, in whole or in part, seeks disclosable public records that are in the possession of the District and shall promptly notify the requestor of the determination by sending the requestor a letter of determination.

In unusual circumstances, the District may extend the 10 days for the determination by up to 14 additional days by written notice, setting forth the reasons for the extension and the date upon which the determination will be made. "Unusual circumstances" include instances where the records are located off site, the request is for a voluminous amount of separate records, the District needs to consult with another agency having a substantial interest in the determination, or where there is a need to compile or extract data.

If the District determines that the request seeks disclosable records, the District will state an estimated date and time when the records will be made available in its letter of determination. The District will not delay in producing the disclosable records, but may designate an estimated date for production which is later than the 10 or 14 additional days permitted by law for the initial determination in order to review, redact as necessary and copy responsive documents. If the District determines that the records requested are not disclosable, the District will state the reasons therefore in its letter of determination and the name and title of the person responsible for the denial.

2.3.5 A member of the public requesting inspection of District records shall be assisted by the General Manager or his or her designee during regular office hours at a time arranged between the District and requestor. The operational functions of the District will not be suspended to permit inspection of records during periods in which District personnel in the performance of their duties reasonably require such records. Physical inspection of the records shall be permitted within the District's offices and under the conditions determined by the District. District employees shall not provide records deemed to be exempt from disclosure by the General Manager or his or her designee to members of the public. Upon either the completion of the inspection or the oral request of department personnel, the person conducting the inspection shall relinquish physical possession of the records. Persons inspecting District's records shall not destroy, mutilate, deface, alter, or remove any such records from the District office. The District reserves the right to have District personnel present during the inspection of records in order to prevent the loss or destruction of records.

2.3.6 After the District has completed its search for records that are responsive and disclosable, District personnel shall notify the requestor that the records are available. The notice of availability shall include the number of pages and total cost for copying. District employees shall promptly provide copies of the records to the requestor upon the advance payment of ten cents (\$.10) per page to cover the direct costs of duplication. Postage fees incurred in mailing such copies shall also be charged to the requestor.

Copies of maps, or blueprints will be supplied at the actual cost to the District for reproduction by an outside service including the hourly wage for actual staff time spent delivering and picking up the copies. Expected costs of reproduction will be collected in advance of reproduction.

The Public Records Act states that providing records via email is not reimbursable. However, the District may charge a fee (Government Code 7922.575) to cover the costs of producing an electronic record if the requestor seeks an electronic record that is not already available in electronic format and

1. The District is required to produce a copy of the electronic record outside the regularly scheduled intervals for when that electronic document may be produced otherwise; or
2. The request would require data compilation, extraction, or programming to produce the record.

2.3.7 Records prepared and filed in accordance with the Political Reform Act (conflict of interest code, statements of economic interest, campaign statements) are public records subject to inspection and reproduction during the District's regular business hours, commencing as soon as practicable, but no later than the second business day following the day the request for inspection was received. Copies shall be provided at a charge of ten cents (\$.10) per page. Pursuant to Government Code Section 81008, a retrieval fee of five dollars (\$5.00) per request shall be charged for copies of reports and statements which are five years old or more.

2.3.8 A copy of this policy shall be made available free of charge to any person requesting such copy.

2.4 Records Retention

2.4.1 Retention and disposal of records will be governed pursuant to the guidelines prepared by the Secretary of State and the Controller's Advisory Committee for Special Districts, and various sections of applicable laws, including but not limited, to California Government Code Section 60201 and 60203, and the California Water Code.

3.0 BOARD OF DIRECTORS

3.1 Unit of Authority

3.1.1 The Board of Directors is the unit of authority within the District. Apart from their normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act or expenditure. When representing the Board, Directors shall follow the directions/intent of the majority of the Board. When not representing the Board, Directors shall so state.

3.1.2 The Board shall act as a committee of the whole in final consideration of all matters.

3.1.3 Directors do not represent any fractional segment of the community, but are, rather, a part of the body which represents and acts for the community as a whole.

3.1.4 The Board of Directors shall comply with and be guided by applicable state and federal laws and regulations including the Ordinances and Resolutions of the District.

3.1.5 The Board retains authority to:

- (1) Set the number of authorized employees' positions and compensation for all employees;
- (2) Expand or reduce the overall budget; and
- (3) Accept and convey, on behalf of the District, real property or real property rights.

3.2 Election of Directors and Orientation

3.2.1 The election of Board members is governed by various sections of the State of California Government Code, Public Utility District Act, and Elections Code. Elections are generally conducted ~~according in cooperation with~~ the El Dorado

County Registrar of Voters and adhere to the provisions of law relating to the manner of holding and conducting general elections for the election of State and County officers.

3.2.2 The five members of the Board of Directors are elected by popular vote of the general public who reside within the boundaries of the District.

3.2.3 Each person running for a seat on the Board must be a resident and a registered voter within the District. It is the responsibility of the El Dorado County Elections Department to verify that the candidates are eligible to run for a Board seat.

3.2.4 The Board is comprised of five "Directors at Large," each holding an office designated as a "Director at Large." The candidates for Director at-large need not designate a numbered office. The candidates receiving the greatest number of votes districtwide as there are Directors to be elected shall be elected to the District's Board of Directors.

Section 15956 of the Public Utilities Code provides that the Board of Directors may adopt an ordinance that requires the candidates for Directors at large need not designate a numbered office. The ordinance shall instead require that the candidates receiving the greatest number of votes district-wide as there are Directors to be elected, shall be elected to the Board of Directors.

3.2.5 An employee of the District may not be either an elected or appointed member of the Board without first resigning as an employee. If the employee does not resign, the employment is automatically terminated upon being sworn into office.

3.2.6 The spouse of an employee is eligible to run for a seat on the Board. If elected, that Board member must abstain from voting on items that would financially impact the Board member's spouse.

3.2.7 Any ~~Board member~~person who holds an incompatible dual public offices upon ascending to a Director position that cause any significant clash of duties or loyalties between the offices, if the dual office holding would be improper for reasons of public policy, or if either officer exercises a supervisory, auditory, or removal power over the other, will will be deemed to have resigned the first incompatible office upon ascension to the Director position. resign from one of the incompatible offices in order to eliminate the conflict as soon as possible. Incompatible offices are generally those offices that involve a significant clash of duties or loyalties between the offices, if the dual office holding would be improper for reasons of public policy, or if either office exercises a supervisory, auditory, or removal power over the other.

3.2.8 Each candidate (whether or not they are an incumbent) shall pay his/her own expenses related to running for office, e.g., filing fees, candidate statement costs, advertisements, etc.

3.2.9 A Board member will not include false or misleading information in a candidate's statement for a general District election. Upon such a discovery, the Board

member must immediately retract or publish a printed correction of the false or misleading information.

3.2.10 Section 10507 of the Elections Code and Section 16001 of the Public Utility District Act determine terms of office. Under normal circumstances each Board member holds office for a 4-year term. Elections are held every two years. The election for seats #1, #2 and #5 alternate with the election of seats #3 and #4.

3.2.11 Government Code Section 53077 specifically provides the mechanism for enacting District term limits by a majority vote of the District's electors. The matter can be put on ballot either through an initiative or through the Board's adoption of a proposal for such term limits by a majority vote.

3.2.12 The El Dorado County Clerk sets the nomination periods for each election. Nomination petitions are issued by the County Clerk's office either in Placerville or at the South Lake Tahoe office. Official forms of "Declaration of Candidacy" are obtained from the El Dorado County Elections Department in Placerville (or possibly from the El Dorado County Recorder-Clerk's branch office at South Lake Tahoe.)

3.2.13 District Elections will take place "after the first Monday in November of even numbered years".

3.2.14 Newly elected Board members take office on the first Friday of December in the year they are elected in accordance with Section 1304 of the Elections Code.

3.2.15 Newly elected Board members, between the time they are elected and the time they actually take office, must conform to all provisions of the Brown Act as if they had already assumed office., e.g., they are not allowed to discuss District business if three or more Board members are present, constituting a quorum.

3.2.16 Newly elected Board members may not act in an official capacity until they have signed their Oath-of-Office. The Oath-of-Office is sent from the El Dorado County Elections department to the Clerk of the Board. The Clerk must witness the signature of the Board member and it is their responsibility to return it to the El Dorado County Elections Department.

3.2.17 Newly elected Board members shall attend an orientation session with the General Manager/District staff, and/or veteran Board members to aid in their transition as a Board member. The orientation shall include: a tour of District facilities, a review of the District's 10-Year Plan, clear communication of future issues to be faced by the Board, opportunity for new Board members to ask questions regarding direction and to provide opinions and thoughts regarding direction. Training on Board management skills and techniques, training on Board management responsibilities, and training on business processes will be offered if the Director desires to attend special District training by outside associations.

3.3 Appointment of Directors

3.3.1 The Board of Directors may experience a vacancy of one or more Board member incumbents for the 13 reasons listed in Government Code Section 1770-1770.2., (also listed in Policy No. 3.4.4). The appointment of Board members to fill a vacancy is governed by various sections of the State of California Government Code Section 1780-1782, Elections Code and Public Utilities Code.

3.3.2 The Board of Directors shall be informed immediately of the resignation or death of a member of the Board of Directors.

3.3.3 All resignations should be made in writing and submitted to the Clerk of the Board or Board of Directors. The resignation should include the effective date, and be placed on the next Regular Board meeting Agenda for acceptance.

3.3.4 Per El Dorado County Elections Department, the Board may elect to begin the process to fill the vacancy prior to the actual effective date of the resignation, ~~before the seat is actually vacated.~~

3.3.5 The District shall notify El Dorado County Elections Office of the vacancy no later than 15 days following either the date on which the District Board is notified of the vacancy or the effective date of the vacancy, whichever is last.

3.3.6 The remaining Board members may appoint a Director ~~or Directors~~ to fill the vacancy. ~~If the vacancy occurs in the first half of the term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office. If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office. hold office until the next general District election scheduled 130 days or more after the effective date of the vacancy and thereafter until the person elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall fill the balance of the unexpired term. If the term of office is due to expire following the next general District election and that election is scheduled 130 or more days after the date, the El Dorado County Elections Office is notified of the vacancy, the person appointed to fill the vacancy shall fill the balance of the unexpired term of his or her predecessor.~~

Commented [KFC1]: These rules are required by from Gov 1780

3.3.7 Whenever a vacancy occurs in the office of President, the Vice President shall perform the duties of the President for the remainder of the unexpired term.

3.3.8 Whenever a vacancy occurs in the office of Vice President, the Board shall elect one of its members to serve the unexpired term.

3.3.9 The appointment shall be made by the Board of Directors within 60 days following the effective date of the vacancy and for the specific seat (Numbers one through five) which was held by the incumbent(s) being replaced.

3.3.10 If the Board of Directors elects to make an appointment, it must appear as an Agenda item authorizing the Notice of Vacancy. The Notice of Vacancy shall be posted in three or more conspicuous places in the District at least 15 days prior to making an appointment.

3.3.11 The Notice shall also appear in the local newspaper as a Box Ad. An advertisement containing the same information may also be sent to local radio stations, at the direction of the Board.

3.3.12 The Notice shall include information about the time, date, and place to file applications and the date of the Board meeting when the appointment will be made. The Notice shall also state that the applicant must be a resident of the District and a qualified elector within the District.

3.3.13 The procedure to appoint will be as follows:

- (1) All applications received by the deadline stated in the Notice shall be considered.
- (2) Each applicant will be given a time/date to be interviewed by the remaining Board members prior to the time/date of the Board meeting when the selection will be made, as stipulated in the Notice.
- (3) If the applicant cannot arrange to appear at the time/date offered, it will not be mandatory to offer an alternative. This, however, will be at the discretion of a majority of the remaining Board members. At no time will the interview process delay the appointment to the vacant seat as stipulated in the Notice.
- (4) The appointment shall be placed on the Agenda as an action Item and voting shall take place in a public forum. The applicant receiving the majority of votes by the remaining Board members shall be appointed to fill the vacancy.
- (5) Each remaining Board member shall receive ballots with the names of each candidate. Each Board member shall vote for one person per vacancy on the list of candidates. In the event a majority vote is not reached, any candidate who receives zero votes shall not be included on subsequent ballots. Voting will continue until one candidate receives a majority of votes.

3.3.14 The remaining Board members also have the option, within the 60-day period following the scheduled date of the vacancy, to call an election or other process approved by the Board to fill the vacancy.

3.3.15 If the vacancy is not filled by appointment by the remaining Board members, and the Board has not called for an election within 60 days of the date the ~~district~~ District Board is notified of the vacancy or the effective date of the vacancy, whichever is later, the law allows the El Dorado County Board of Supervisors to fill the vacancy between 61 to 90 days following the effective date of the vacancy, or may order the District to call for an election to fill the vacancy.

3.3.16 If neither the District Board of Directors nor the El Dorado County Board of Supervisors fills the vacancy by appointment, the District shall call an election 90 days after the vacancy.

3.3.17 If an election is to be held, it is required to be held on the next available election date, provided in Chapter I, (commencing with Section 1000) of Division 1 of the Elections Code, 130 or more days after the Board of Directors is notified of the vacancy or the effective date of the vacancy, whichever is later.

3.3.18 If the number of remaining members of the Board falls below a quorum, and at the request of the Clerk of the Board or a remaining Board member, the Board of Supervisors may waive the 60-day period and appoint immediately to fill only enough of the vacancies to provide the Board with a quorum.

3.4 Attendance at Meetings

3.4.1 Members of the Board of Directors shall attend all regular and special meetings of the Board unless there is good cause for absence. After a total of three consecutive absences the Board President will discuss any problems with the offending Director.

3.4.2 Pursuant to Section 1062 of the Government Code, Board members shall seek consent by Board action for absences from the state of more than 60 days and shall notify the Clerk of the Board of such requests at least 7 days prior to the meeting of the Board, when possible.

3.4.3 Board members are requested to notify the Clerk of the Board of any expected absences at least 3 days prior to departure when possible.

3.4.4 A vacancy shall occur if any Board member ceases to discharge the duty of their office for the period of three (3) consecutive months except when prevented by sickness, or when absent from the state with the permission required by law [Govt. Code Section 1770(g)]. Government Code Section 1770 lists 13 circumstances which would create a vacancy. They are:

- (1) The death of the incumbent;

(2) An adjudication pursuant to a quo warrant proceeding declaring that the incumbent is physically or mentally incapacitated due to disease, illness or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his or her office for the remainder of his or her term. This subdivision shall not apply to offices created by the California Constitution or to federal or state legislators;

(3) His or her resignation;

(4) His or her removal from office;

(5) His or her ceasing to be an inhabitant of the state, or if the office be local and one for which local residence is required by law, of the district, county, or city for which the officer was chosen or appointed, or within which the duties of his or her office are required to be discharged;

(6) His or her absence from the state without the permission required by law beyond the period allowed by the law;

(7) His or her ceasing to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness, or when absent from the state with the permission required by law;

(8) His or her conviction of a felony or of any offense involving a violation of his or her official duties. An officer shall be deemed to have been convicted under this subdivision when trial court judgment is entered. For purposes of this subdivision, Trial court judgment means a judgment by the trial court either sentencing the officer or otherwise upholding and implementing the plea, verdict, or finding;

(9) His or her refusal or neglect to file his or her required oath or bond within the time prescribed;

(10) The decision of a competent tribunal declaring void his or her election or appointment;

(11) The making of an order vacating his or her office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond;

(12) His or her commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate or stimulant addict; but in that event the office shall not be deemed vacant until the order of commitment has become final.

(13) The incumbent is listed in the Excluded Parties List system and all subparagraphs of this circumstance applies. (Govt. Code 1770(m)(1) and (2).

3.5 Compensation

3.5.1 Members of the Board of Directors shall receive compensation in accordance with Section 16002 of the Public Utility District Act.

3.5.2 Members of the Board of Directors shall be treated as Management employees for employment tax withholding purposes, life insurance, medical, dental and vision benefits. Newly elected/appointed Board members shall be eligible for these benefits on the first day of the month following appointment.

3.5.3 An appointed Board member shall be treated as a Management employee (as described in Section 3.5.2, above) immediately upon being appointed to fill the vacancy.

3.5.4 Benefits provided to Board members may not be greater than the most generous schedule of benefits being received by any group of District employees. Family members of the Board member are also eligible for enrollment in the health benefits plan, in accordance with the provisions of the benefit plan.

3.5.5 The health benefits plan for Board members will be available only to active members of the Board of Directors, and shall not be available after the Board member is no longer an elected or appointed elected official of the District, unless COBRA continuation coverage is elected.

3.6 Board President and Vice President

3.6.1 The annual organizational meeting shall take place the second meeting in December. At the annual meeting the Board shall elect a President and a Vice-President from among the members of the Board for the next calendar year.

3.6.2 The President of the Board shall preside at all meetings of the Board, maintain order, review and approve the Board Agenda prior to its publication, enforce the rules of the Board at all meetings, sign all bonds, notes, titles, and leases and other legal instruments ordered to be executed by the Board, appoint all standing committees, ad hoc committees, and all special committees, unless otherwise ordered by a majority of the Board.

3.6.3 In case of the resignation, absence, or disability of the President, the Vice-President shall perform the duties of the President. In case of the absence or disability of both the President and Vice-President, the Board shall choose a President pro tempore, who shall perform all of the duties of the President.

3.6.4 When the President disqualifies himself from participating in an Agenda item or declares partisan in the debate on any item, the Vice President shall perform the duties of the presiding officer.

3.6.5 The President shall have all the same rights of any member of the Board, including the right to move, second, discuss, and vote on any and all questions before the Board.

3.6.6 The President has the power to call Special Meetings and Emergency Meetings of the Board.

3.7 Members of the Board

3.7.1 Directors shall thoroughly prepare themselves to discuss Agenda items at meetings of the Board of Directors. Information may be requested from staff or exchanged among Directors before meetings when done in accordance with the Brown Act.

3.7.2 Information that is exchanged before meetings shall be distributed through the General Manager and be designated from where it came. All Directors will receive all information being distributed.

3.7.3 Directors shall at all times conduct themselves with courtesy to each other, to staff, and to members of the public present at Board meetings.

3.7.4 Directors shall defer to the Board President for conduct of meetings of the Board, but shall be free to question and discuss items on the Agenda. All comments should be brief and confined to the matter being discussed by the Board.

3.7.5 Directors may request for inclusion into Minutes brief comments pertinent to an Agenda item, only at the meeting that item is discussed (including, if desired, a position on abstention or dissenting vote).

3.7.6 Directors may request an item be placed on any Regular, Special, or Emergency meeting Agenda any time a Board Member feels a certain subject warrants the need, and staff shall agendaize the item providing that the time guidelines for the Agenda publication are followed for inclusion in the published and posted Agenda (Policy No. 6.3.1). If an item comes to the attention of a Director or staff member after the meeting Agenda is published and posted, it can be added to the Agenda and voted on at the Board meeting under the rules of the Brown Act:

(1) Board majority decides if there is an "emergency situation.

(2) Two-thirds of members (or all members if less than two-thirds are present) determine the need to take action arose subsequent to the Agenda being posted.

(3) Item appeared on Agenda of, and was continued from, a meeting held not more than five days earlier.

3.7.7 Board direction to staff shall be by a majority vote of the Board of Directors. The Board, by a majority vote, may delegate directions to staff and/or to a two-member committee.

3.7.8 Requests by individual Directors for substantive information and/or research from District staff will be channeled through the General Manager.

3.7.9 Directors wishing to initiate action or changes in the programs and facilities of the District shall present their suggestions to the General Manager, who will, in turn bring the concern(s) to the Board of Directors through the Board President. Staff action in implementing such suggestions shall be taken only at the direction of the Board. (See also section 4.1.18).

3.7.10 The District will defend and indemnify any and all current or former officers, and Directors against any expenses actually and necessarily incurred by them in connection with the defense of any action, suit, claim, liability, demand or proceeding in which they or any of them are made parties, or a party, by reason that of having been officers, or Directors, unless such individual is convicted of a crime, and except in relation to matters as to which such individual(s) shall be adjudged in such action, suit or proceedings to be liable for negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for negligence or misconduct.

3.7.11 A Board Director may not serve as an employee of the District without first resigning as a Board Director.

3.7.12 Section 4.1.3 pertains to a Director's eligibility for appointment as General Manager.

3.8 Board Committees

3.8.1 The Board shall recognize two types of committees which are appointed by the Board President:

- (1) Two-member standing committee; and,
- (2) Two-member ad-hoc committee

3.8.2 Any disputed, unsubstantiated, incomplete or late expense reports will be submitted to the Executive Committee for resolution.

3.8.3 The Board President may create standing and ad hoc committees for the purpose of studying, reviewing and making recommendations concerning certain operations or subjects of interest to the Board and meeting with other persons or entities on the Board's behalf. Meetings of committees may be called at any time.

3.8.4 Standing and ad hoc committees are responsible for reporting their findings and making recommendation to the Board of Directors.

3.8.5 The Board President may appoint/dissolve such ad hoc committees as may be deemed necessary or advisable by the President, and/or the Board. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committees shall be dissolved when no longer needed.

3.8.6 The Board President shall appoint and publicly announce the members of the standing committees for the ensuing year no later than the Board's first regular meeting in January.

3.8.7 All meetings of standing committees shall conform to the laws contained in the Brown Act that pertain to regular meetings of the Board of Directors.

3.8.8 The Board's standing committees may be assigned to review District functions, activities, and/or operations pertaining to their designated concerns, as specified above. Said assignment may be made by the Board President, or majority vote of the Board. Any recommendations resulting from said review should be submitted to the Board via a written or oral report.

3.8.9 Except for ad hoc advisory committees composed solely of members of the Board, which are less than a quorum of the Board, and which do not have continuing subject matter jurisdiction or meetings scheduled by the Board, the meetings of all committees created by formal action of the Board shall be open and public and shall comply with the requirements of the Brown Act with regard to posting of notices, Agendas, and the conduct of the business at the meeting.

3.9 Memberships and Associations

3.9.1 The Board of Directors shall ordinarily hold membership in and attend meetings of such national, state, and local associations as may exist which have applicability to the functions of the District, and shall look upon such memberships as an opportunity for in-service training.

3.9.2 At the regular Board Organization meeting, the Board President may select Board members to represent the District as liaison to the organizations deemed pertinent to the operations of the District.

3.9.3 Members of the Board who may be interested in appointments to association boards/committees are to inform the President of the Board prior to the submission of interest or nomination by an individual to an association. On occasions when prior approval is not feasible, either due to timing or information limitations, the matter will be presented to the President and the Board for concurrence and ratification at the earliest date.

3.10 Training, Education, Meetings and Conferences

3.10.1 Members of the Board are encouraged to attend educational conferences, professional meetings, or other gatherings of value when the purposes of such activities are directly related to the Directors duties that will improve District operations. Attendance at such educational conferences, professional meetings or other gatherings are considered a part of an official's performance of their official duties for the District. The benefits include:

- (1) The opportunity to discuss the community's concerns with regional, state and national government officials on District positions;
- (2) Participation in regional, state and national organizations whose activities affect the District; and,
- (3) Attending the educational seminars to improve Board members' skills and information levels.

3.10.2 Junkets (a tour or journey for pleasure at public expense, including social, recreational, and entertainment events), however, will not be permitted.

3.10.3 All requests shall be approved by the Board of Directors prior to incurring any reimbursable costs and are subject to the current approved budget.

3.10.4 Upon request, District administrative staff shall be responsible for making arrangements for per diem, travel, lodging and registration for Directors attending approved functions.

3.10.5 Expenses to the District for Board of Directors' training, education and conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations put forth by the District's Travel Policy. It should be borne in mind that public funds are being spent and that only a reasonable level of expense is warranted. Authorized business expenses shall not include costs associated with a Board member's spouse, family, or friends.

3.10.6 A Director shall not attend a conference or training event for which there is an expense to the District if it occurs after they have announced their pending resignation, or if it occurs after an election in which it has been determined that they will not retain their seat on the Board. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.

3.10.7 Upon returning from seminars, workshops, or conferences where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District, and the total costs associated with the conference. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

3.10.8 All Directors and designated executive staff shall receive two hours of training in general ethics principles and ethics laws relevant to public service within one year of election or appointment to the Board of Directors, and at least once every two years thereafter, pursuant to Government Code Sections 53234 through 53235.2.

3.10.9 ~~The Board shall designate the various Staff member employment positions designated by the Board include all staff who are that must designated filers of the file~~ Conflict of Interest Form 700.

3.10.10 All ethics training shall be provided by entities who have consulted with the California Attorney General and the Fair Political Practices Commission.

3.10.11 Directors and designated staff shall obtain proof of participation after completing the ethics training.

3.10.12 District staff shall maintain records indicating both the dates that the Directors completed the ethics training and the name of the entity that provided the training. These records shall be maintained for at least five years after Directors receive the training, and are public records subject to disclosure under the California Public Records Act.

3.10.13 District staff shall provide the Board of Directors with information on available training that meets the ethics training requirements of this policy at least once every year.

3.10.14 Ethics training may consist of either a training course or a set of self-study materials with tests, and may be taken at home, in person, or online.

3.10.15 Within the first six months of taking office, and every two years thereafter, Board members shall receive at least 2 hours of sexual harassment prevention training and education in accordance with Government Code Section 53237.1.

3.10.16 Sexual harassment prevention training shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment and the remedies available to victims of sexual harassment in employment. Courses may be taken at home, in person, or online.

3.10.17 Proof of participation shall be provided to each Board member by the provider of the training course. District staff shall maintain records indicating the date the training was completed and the name of the entity that provided the training. These records shall be maintained for at least five years after the training is received and are public records subject to disclosure under the California Public Records

Act.3.11 Expenses, Reimbursement and Vehicle Use

3.11.1 The purpose of these guidelines and regulations is to furnish rules and procedures for members of the Board of Directors in incurring expenses for the purpose of furthering the interests of the District and for claiming reimbursements for such purposes.

3.11.2 Expenditures for lodging, meals, transportation and other activities should provide for reasonable comfort and convenience. It should be borne in mind, however, that public funds are being spent and that only a reasonable level of expense

is warranted. Authorized business expenses shall not include costs associated with a Board members' spouse or other companion. To receive reimbursement for out of pocket expenses, it is suggested that Board Members complete the District's Business Expense Report within one week from return from travel, and no longer than 30 days from return from travel.

3.11.3 Since circumstances vary considerably in those instances where Directors must incur expenses, care by those incurring expenses, and supervision by those approving expense accounts is the most effective method of control over expenditures. When expenses that might be regarded as out of the ordinary are foreseen, instructions or approval by a majority of the Board should be sought ~~by a majority of the Board~~ before incurring the expense.

3.11.4 A majority of the Board may reject or reduce claims for reimbursement resulting in any unauthorized expenses including but not limited to travel, inappropriate selection of class of transportation, lodging, or meals. Any disputed, unsubstantiated, incomplete or late expense reports may be submitted to the Executive Committee for consideration of extenuating circumstances. If the Executive Committee determines extenuating circumstances exist, they may approve the claim.

3.11.5 In the event an appeal is submitted by a member of the Executive Committee, the remaining Executive Committee member shall appoint one other Board Member to assist in resolving the appeal.

3.11.6 Definitions:

- (1) "Travel" shall mean attendance at meetings, conferences, or other functions on District business at other than the District headquarters or temporary headquarters or, normal meeting places or, in the Directors' residences or places of business.
- (2) "Overnight travel" shall mean travel which prevents Directors from spending their usual sleeping hours at their residences.
- (3) "Business meal" shall be one in which Directors provide themselves and non-employees meals and beverages (except alcoholic beverages), ordinarily associated with normal eating customs under circumstances which are generally considered to be conducive to furthering the business of the District and where the subject matter of the discussion is of importance to the District.
- (4) "Mileage reimbursement" shall mean the sum of business miles driven outside of the District's service boundaries (commuting expenses between a Board Member's residence and places of business within the District's service boundaries are not reimbursable; however, for the purpose of this section, mileage within Alpine County is considered to be outside of the District's

service boundaries and shall be eligible for reimbursement) times the currently approved established Internal Revenue Service standard mileage rate to reflect reimbursement for the use of a personal vehicle. The Internal Revenue Service standard mileage rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. Mileage reimbursement claims shall be submitted per Section 3.11.2.

3.11.7 Directors who are paid mileage reimbursement for use of privately owned automobile for District business shall possess a valid driver's license, and maintain insurance on such automobile with proper liability coverage.

3.11.8 Authorized Expense. It is the policy of the District to encourage Board development and excellence of performance by reimbursing authorized expenses, not deemed unreasonable, by a majority of the Board. The following types of activities generally constitute authorized expenses: (1) Communicating with representatives of regional, state and national governments on District positions; (2) Attending educational seminars designed to improve officials' skills and information levels; (3) Participating in regional, state and national organizations whose activities affect the District's interests.

3.11.9 Expenses may include miscellaneous expenses not specifically identified above, however, a Board member requesting reimbursement for miscellaneous expenses not specifically identified above shall have the burden of establishing the practical need for incurring the expense in order to conduct official duties. All reimbursement of expenses shall be pursuant to Section 3.11.

3.11.10 Travel Expenses may include District business telephone calls, District business meals, common carrier fares, rental of automobiles, parking fees, and mileage reimbursement for the use of personal automobiles as described in Section 3.11.6(4), above.

3.11.11 Overnight Travel Expenses may include business telephone calls, including one telephone call per day to Directors' family, common carrier fares, rental of automobiles, use of personal vehicles, meals and lodging, and other expenses essential to the business of the District and the ordinary personal comfort of the traveler. Expenses incurred by any family members accompanying the Director are not reimbursable.

3.11.12 It may be necessary to rent a car when traveling to conferences and/or training in remote areas. When renting a car, rent the most economical vehicle for the travel required. There are 3 rental car options available: (1) Rent a car using the District credit card; (2) Rent a car using the District's corporate account with Budget car rental agency; and (3) Rent a car using a personal credit card. If Option 3 is chosen, it must be approved in advance and reimbursement for the rental car will not be issued until AFTER travel occurs. If the Director is under the age of 25, Option 2 must be used. Under all options, Directors will accept the rental company's insurance. The use of rental

vehicles should be coordinated among Directors traveling on District business to the same location.

3.11.13 Meals and Incidental Expense allowances conform to the IRS regular federal per diem rate method. A completed travel form must be submitted in advance of the event to allow processing time. Once a completed and approved travel form has been received, the Director will be issued a per diem check on the payment of claims prior to the travel. The Director should make every effort to meet the payment of claims deadline prior to the event to obtain meal allowance in advance. Federal per diem rates are published by the General Services Administration for each locality and are available on the internet at www.gsa.gov. Should a per diem be received for a meal that is ultimately not needed, that amount should be repaid to the District upon return from travel.

Partial meal and incidental expense allowances can be paid for multiple day conferences, seminars, and business that require partial day travel. No meal allowance will be provided if meals are included in the conference or training package.

Use of District credit card for training related meals is discouraged. Should you decide to utilize your credit card, bear in mind that meals charged to credit cards will only be allowed up to the amount of the established Internal Revenue Service rate. Any overages must be repaid to the District upon submittal of reimbursement request. A Director who provides a business meal for a guest or guests must provide on their expense report the guest or guests name or names and the business reason for the expense.

3.11.14 The annual Conflict of Interest [disclosure](#) process requires that public officials must report any gifts or meals of \$50 or more from a single source in a calendar year. All gifts from a single source are aggregated to determine if the threshold has been met.

3.11.15 The type of transportation used shall be based on the lowest cost to the District after all costs are considered as follows: (1) Travel by common carrier bus or train shall not be required; (2) Air travel shall be by coach or economy class. In some instances, Directors choose to drive their own vehicle to training destinations where air travel/shuttles would have been the most economical alternative. In order to provide Directors a consistent method to determine reimbursement amounts the following procedures will be applied.

(1) Air travel reimbursement amount will be documented by the Director via the travel site Expedia.com. Documentation for air travel shall be provided with the completed District travel form at least 21 days prior to the date of travel. The most economical flight results for the dates of travel will be reimbursed.

Note: When inquiring airline ticket prices in the Expedia travel site, use the approved travel dates that would have been used had the Director opted for air travel. If travel has already occurred, airline ticket prices shall be taken from the Expedia travel site using the following criteria: at least 21 day advance purchase, non-holiday time period, same weekdays as conference travel required; (2) The cost of the current round trip airport shuttle to Reno/Tahoe International Airport will be reimbursed; and (3) Cost of shuttle

service from the destination airport to hotel site will be reimbursed. If proof of cost is not provided, \$30.00 will be allowed for this service.

When traveling by plane and ground transportation from an airport to a hotel is necessary, taxis will only be used when a less expensive form of travel (i.e., shuttle service) is not available.

This travel transportation policy is not intended to cause excessive use of personal time to achieve the absolute lowest travel cost. Assistance with travel and training arrangements will be given by District staff upon request.

Any Director who obtains an airline ticket paid by the District for the purpose of combining personal travel with District travel, or for travel with a family member, shall, prior to receipt of such tickets, make payment for the portion of cost attributed to personal travel or to the family member's travel.

Any cost incurred by a guest accompanying a Director must be reimbursed to the District. Off-hours transportation or any other personal expenses associated with the travel are the Director's responsibility and are not reimbursable.

3.11.16 All hotel/motel accommodations will be made in accordance with the District travel policy except that when authorization to exceed 125% of the Internal Revenue Service room rates is needed it shall be approved by the Board President or in the Board President's absence, the Vice-President. No accommodations should exceed the cost of the conference host hotel. Documentation of the authorization shall accompany the credit card statement or Business Expense Report as appropriate.

3.11.17 Other reasonable expenses deemed in the best interest of the public and approved by the Board President will be reimbursable. In the event a request is submitted by the Board President, the Vice-President shall be responsible for authorizing the request.

3.11.18 Use of a District credit card - District credit cards are to be used by Directors while acting in an official capacity for the District. Each Director will receive a copy of the District's credit card ~~Procedures-procedures~~ specifying the District's internal controls followed for credit cards. Use of a District credit card in any manner determined by the Board as inappropriate or outside of the established regulations could result in the loss of credit card privileges. Credit cards are issued to members of the Board by the District's accounting office after taking office. Credit cards may be retained by the Director until leaving office unless the Board President asks the Director to return the credit card at an earlier date. Credit cards retained at the District will be held by the accounting office for safe keeping. Use of the District credit cards for any personal expenses is disallowed. If, inadvertently in the course of use of the credit cards, expenses that are unsubstantiated by receipts or not allowed under this policy are charged to the credit card, the amount will be identified and subtracted from the allowable total or if necessary, a Director will be asked to reimburse the District.

Monthly credit card statements will be given to each Board member for their review and signature. Once statements are distributed, they must be returned to accounts payable along with accompanying transaction receipts within five working days.

3.11.19 A petty cash fund exists for the purpose of advancing to or reimbursing Directors of the District for miscellaneous District expenses necessarily incurred in carrying out their duties. Requests for reimbursement must be accompanied by a receipt.

4.0 PERSONNEL

4.1 General Manager

4.1.1 The General Manager shall have full charge and control over District construction projects and their maintenance and operation. The General Manager shall report to the Board in accordance with such rules and regulations as the Board may adopt and perform such further duties as are imposed by the Board. The General Manager shall be the administrative head of the District under the direction and control of the Board of Directors except as otherwise provided in this section. The General Manager shall be responsible for the efficient administration of the District affairs which are under the General Manager's control. In addition to the General Manager's powers as Administrative head and not as a limitation thereon, it shall be the General Manager's duty and shall have all of the powers set forth in ~~sections as described below~~ [this Section 4.1](#):

4.1.2 Residence in the District's service boundaries at the time of appointment of the General Manager shall not be required as a condition of the appointment, but, within one hundred eighty (180) days thereafter, the General Manager must become a resident of the District or the Board of Directors shall declare the office of General Manager to be vacant.

4.1.3 No person elected or appointed as a Director of the District shall, subsequent to such election or appointment, be eligible for appointment as General Manager until such Director has ceased to be a member of the Board of Directors.

4.1.4 The terms and conditions of the General Manager's employment ~~agreement~~ shall be specified in the agreement of employment established between the General Manager and the ~~Board of Directors~~ [District](#). The agreement of employment shall be for the period of time as specified therein. The Board shall set the compensation for General Manager. Whenever the agreement of employment is in conflict with any District policy, said agreement of employment shall prevail.

4.1.5 In the case of a temporary absence or disability of the General Manager, the Chief Financial Officer shall serve as Interim General Manager. In the absence of the Chief Financial Officer the General Manager may identify another senior manager to serve as the Interim General Manager. In case of the absence or disability of the General Manager and the Chief Financial Officer is unable to serve as Interim

General Manager, the Board may designate a qualified District employee to perform the duties of said General Manager.

4.1.6 It shall be the duty of the General Manager to enforce all the ordinances, resolutions, codes and rules of the District and to see that all memorandums of understanding, contracts, permits, and privileges granted by the District are fully observed.

4.1.7 It shall be the duty of the General Manager and will have authority, to control, order, and give directions to all employees and departments of the District.

4.1.8 It shall be the duty of the General Manager (subject to rules made by Board of Directors for examination, appointment, promotion, and removal of employees of District), to examine applicants for employment and appoint, promote and remove employees of District.

4.1.9 It shall be the duty and responsibility of the General Manager to recommend employment levels to the Board. It shall be the duty of the General Manager to determine the organizational structure, distribution and classification of employees, places of employment, job titles and job descriptions, and duties of all employees from both the Union and Management Units. The General Manager shall keep the Board and relevant Committees informed in regards to significant changes. The General Manager shall comply with all labor laws.

4.1.10 It shall be the duty of the General Manager and he shall recommend to the Board of Directors for adoption of ordinances and resolutions as the General Manager deems necessary or expedient.

4.1.11 Attendance at Board of Directors Meetings - It shall be the duty of the General Manager to attend all meetings of the Board of Directors unless excused therefrom.

4.1.12 It shall be the duty of the General Manager to ensure the Board of Directors are kept fully advised as to the financial conditions and needs of the District.

4.1.13 It shall be the duty of the General Manager to be responsible for the purchase of all supplies and advertising for the District and all of its departments. All expenditures submitted to the Board of Directors shall be in compliance with the Board adopted Purchasing Policy.

4.1.14 It shall be the duty of the General Manager to make investigations into the affairs of the District, into any Department thereof, and any contract for the proper performance of any obligations of the District.

4.1.15 It shall be the duty of the General Manager to exercise general supervision over all public utilities or public utility works which are under the control or jurisdiction of the Board of Directors.

4.1.16 The General Manager shall initiate any action necessary and appropriate to immediately respond to emergency situations. The General Manager, immediately after initiating response actions, shall call an Emergency Board Meeting and review any actions taken in response to the emergency. The Board of Directors shall respond to the emergency pursuant to applicable sections of the Government Code and Public Contract Code.

4.1.17 It shall be the duty of the General Manager to perform such other duties and exercise such other powers provided by law as may be delegated to the General Manager from time to time by ordinance or resolution or other actions of the Board of Directors.

4.1.18 The Board of Directors and its members shall be responsible for the construction, maintenance, and operation of the District only through the General Manager, except for the purpose of inquiry; and neither the Board of Directors, nor any member thereof, shall give orders to any District employees. The General Manager shall take orders and instructions from the Board of Directors only when sitting in a duly held meeting of the Board of Directors and no individual Director shall give any orders or instructions to the General Manager.

4.1.19 The General Manager may attend any and all committee meetings of the Board of Directors upon the General Manager's own volition or upon direction of the Board. At such committee meetings which the General Manager attends, the General Manager shall be heard by such committees as to all matters upon which he wishes to address the members thereof, and the General Manager shall cooperate to the fullest extent with the members of any committees appointed by the Board of Directors.

4.1.20 The removal of the General Manager shall be in accordance with ~~the provisions of the applicable agreement of employment, current Agreement for Professional Services.~~

4.2 Clerk of the Board

4.2.1 The Clerk of the Board shall be responsible for performing the duties imposed by law. Additionally, the Clerk of the Board may provide input in formulating the budget of the ~~office of the~~ Board and has the authority to expend funds in accordance with annual budget of the Board. The Clerk shall also have the authority to manage the ~~office operations~~ of the Board and may include responsibility for the following: maintain confidential information and files; prepare the Board Agenda, minutes, resolutions, ordinances, notices and other related matters; attend regular, special, emergency, and adjourned Board meetings and other meetings as required, taking non-verbatim notes of business transacted and prepare Minutes; post/publish all notices and Agendas required by law; prepare reports, memoranda and other documents; act as custodian of the District seal; serve as filing officer or filing official, responsible for receiving, forwarding or retaining statements of economic interest or campaign statements in accordance with California Code of Regulations, Title 2, Section 18227; maintain knowledge of the Brown Act, Gov't. Code Sections 54950 - 54963 and

how it applies to Board management; maintain resolutions, ordinances, Board approved policies and District agreements; attest to ordinances and resolutions, and accept correspondence on behalf of the Board.

4.2.2 The Board may appoint an Assistant Clerk of the Board to perform the duties of the Clerk of the Board in the absence of the Clerk.

4.2.3 The Clerk of the Board and the Assistant Clerk of the Board, shall receive compensation in accordance with the current memorandum of understanding and/or employment agreement.

4.3 Legal Counsel, Chief Financial Officer and Auditor

4.3.1 The Legal Counsel shall be the legal adviser of the District and shall perform such duties as may be prescribed by the Board or General Manager. Legal counsel is required to review and approve as to form District legal documents, i.e. contracts, agreements, etc. Legal counsel shall present and report on closed session items before the Board. The Legal counsel shall serve at the pleasure of the Board, and shall be compensated for services as determined by the Board.

4.3.2 The legal counsel reports to the Board as a whole, but is available to each Director for consultation regarding legal matters particular to that Board member's participation. No Board member may request a legal opinion of legal counsel without concurrence by the Board except as such requests relate to questions regarding that member's participation.

4.3.3 The Chief Financial Officer will install and maintain an accounting system that will completely and at all times show the financial condition of the District. The Board will appoint a committee to oversee the work of an independent auditor, who will report to the Board, to conduct an annual audit of the District's books, records, and financial affairs in accordance with the Finance Committee Charter for Audit Compliance.

4.3.4 The auditor shall be appointed by the Board by a majority vote, and shall determine the duties and compensation. The auditor shall serve at the pleasure of the Board.

5.0 BOARD CODES

5.1 Code of Ethics

5.1.1 The Board of Directors of the District is committed to providing excellence in legislative leadership that results in the provision of the highest quality of services to its constituents. In order to ~~assist in the government of the~~encourage positive and productive behavior between and among members of the Board of Directors, the following rules shall be observed.

5.1.2 Board members are sworn to uphold the Constitution of the United States and the Constitution of the State of California. Board members will comply with applicable laws regulating their conduct, including conflict of interest, financial disclosure, and open government laws. Board members will work in cooperation with other public officials unless prohibited from doing so by law or officially-recognized confidentiality of their work. (Gov't. Code Section 1360, Article 20, Section 3 of Ca. Constitution.)

5.1.3 Every two years, all Directors are required to receive two hours of training in ethics principles and ethics laws in accordance with Board Policy 3.10.8, and Government Code Sections 53234 through 53235.2.

5.1.4 The needs of all District constituents should be the priority of the Board of Directors.

5.1.5 Board members will not, in the performance of their official functions, discriminate against or harass any person on the basis of race, religion, color, creed, age, marital status, national origin, ancestry, sex, sexual preference, medical condition, or disability. A Board member will not grant any special consideration, treatment or advantage to any person or group beyond that which is available to every other person or group in similar circumstances.

5.1.6 Within the first six months of taking office, and every two years thereafter, Board members shall receive at least 2 hours of sexual harassment prevention training and education in accordance with Board Policy 3.10.15 and Government Code Section 53237.1.

Formatted: Font: Bold

5.1.7 The primary responsibility of the Board of Directors is the formulation and evaluation of policy, and for establishing and monitoring the District's progress in attaining its goals ~~and~~ objectives ~~and~~ ~~while~~ pursuing its mission.

5.1.8 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting said action and not create barriers to the implementation of said action.

5.1.9 Directors should practice the following procedures:

- (1) In seeking clarification on informational items, Directors may directly approach professional staff members to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.
- (2) In handling complaints from residents and property owners of the District, said complaints should be referred directly to the General Manager.

- (3) ~~In handling items related to safety, concerns for~~ Matters related to safety or hazards should be reported to the General Manager or to the District office. Emergency situations should be dealt with immediately by seeking appropriate assistance.
- (4) In seeking clarification for policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming, said concerns should be referred directly to the General Manager.
- (5) When approached by District personnel concerning specific District policy, Directors should direct inquiries to the General Manager. The chain of command should be followed.
- (6) When responding to constituent requests and concerns, Directors shall respond to individuals in a positive manner and route their questions through the General Manager.
- (7) In presenting items for discussion at Board meetings, see Section 3.7.6.
- (8) Directors shall develop a working relationship with the General Manager wherein current issues, concerns, and District projects can be discussed comfortably and openly.
- (9) Directors shall function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.

5.1.10 Pursuant to California Law and provisions of the Brown Act, no Board member present during a closed session of the District shall disclose to any person the content or substance of any discussion regarding the subject matter of, and which took place during the closed session unless the District Board shall authorize the disclosure of such information by majority vote. In no event shall a Board member use such information to advance financial or other private interest of themselves or others.

5.1.11 A Board member is not authorized to disclose information that qualifies as confidential information ~~to~~ a person not authorized to receive it, that: (a) is protected from disclosure under the attorney/client or other evidentiary privilege, or (b) is not required to be disclosed under the California Public Records Act.

5.1.12 In addition to any other penalty or remedy as provided by law, violations of Sections 5.1.10 and/or 5.1.11 may be used as a basis for disciplinary action or censure of a Board member by the Board in accordance ~~to~~ with Code of Conduct Section 5.2. The Board shall decide by a majority vote at a noticed meeting if a violation has occurred. If the Board determines a violation has occurred, penalties and remedies include, but are not limited to, censure or exclusion from participation on that

particular topic following a noticed hearing conducted by a majority of the Board. Violations by a Board member shall constitute official misconduct which may require that Board members testify before the Grand Jury and if convicted under Section 3060 of the Government Code, would be cause for removal from office.

5.1.12 Board members are prohibited from soliciting political funds or contributions at District facilities or from District employees. A Board member will not accept, solicit or direct a political contribution from District vendors or consultants who have a material financial interest in a contract or other matter while that contract or other matter is pending before the District. A Director will not use the District's seal, logo, stationary, or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contributions contrary to state or federal law. (Gov't Code Section 3205.)

5.2 Code of Conduct

5.2.1 The District promotes and maintains the highest standards of personal and professional ethics and conduct among people who work for and represent the District, including its Board of Directors.

5.2.2 A Director must comply with applicable laws regulating his/her conduct. Directors are also required to comply with this Board Policy Manual. The following procedures shall be followed when the Board reasonably believes that another member of the Board has violated these policies, engaged in misconduct, or has failed to act in the best interests of the District.

5.2.3 A Director's unacceptable conduct may include personal attacks against fellow Directors, disruption of meetings, breaches of confidences, interference with District operations, breaches of fiduciary duties, improper behavior toward District vendors or employees, undisclosed conflicts of interests, and the like.

5.2.4 A Director's behavior may create potential liability for the District and fellow Directors. The Board should hold its Directors accountable so that Board inaction is not viewed as an endorsement of the misconduct, or expose the District to liability.

5.2.5 Directors are only protected from liability when they are acting within their role as a Director as provided by Government Code Section 820.9. However, there is nothing in that section that exonerates an individual Board member from liability due to his misconduct and an individual Board member may be held personally liable for the misconduct that took place.

5.2.6 While the Board has discretion in deciding the actions it may choose to take in response to a complaint regarding a Director's conduct, this policy provides definition and procedures related to three types of responsive Board actions: admonition, sanction, and censure. All consideration of complaints and resulting actions must take place in open session and in compliance with the Brown Act. Closed session may be held only if conferring with legal counsel in open session would prejudice the position of the

District in pending or anticipated litigation. Directors will respect the confidentiality appropriate to issues of a sensitive nature ~~of relating to~~ closed session discussion(s).

5.2.7 Admonition is the least severe form of penalty. An admonition may typically be directed to all members of the Board, reminding them that a particular type of behavior is not in the best interests of the District, and that, if it occurs or is found to have occurred, could make the member subject to sanction or censure. An admonition may be issued in response to a particular alleged action or actions although it would not necessarily have to be triggered by a complaint of misconduct. An admonition may be issued by the Board prior to any findings of fact regarding the complaint, and because it is a warning or reminder, would not necessarily require an investigation or separate public hearing to determine whether a complaint is true.

5.2.8 Sanction is the next most severe form of action. Sanction should be directed to a particular member of the Board based on a Director's particular action (or set of actions) that is determined to be misconduct, but is considered by the Board not to be sufficiently serious to require censure. A sanction is distinguished from censure in that it does not constitute punishment. A written sanction may be based upon the Board's review and consideration of a written complaint. The Director accused of such misconduct will have an opportunity to provide a written response to the complaint. A sanction may be issued by the Board, and because it is not punishment or discipline, it would not necessarily require an investigation or separate public hearing.

5.2.9 Censure is the most severe form of action. Censure is a formal statement of the Board officially reprimanding one of its Directors. It is a punitive action, which serves as a penalty imposed for misconduct, but it carries no fine or suspension of the rights of the Director as an elected official. Censure should be used for cases in which the Board determines that the misconduct is a serious offense. ~~In order to protect the overriding freedom of speech, the Board shall not impose censure on any of its Directors for the exercise of his or her First Amendment rights, no matter how distasteful the expression was to the Board or the District.~~ However, nothing herein shall be construed to prohibit the Board from collectively condemning and expressing its strong disapprobation of such remarks.

Commented [KFC2]: This says we can't censure if the speech is protected under the First Amendment, but we can since we're providing a hearing and the opportunity to be heard. The most inappropriate speech that the Board would like to censure is still likely protected by the First Amendment.

5.2.10 At any point during the processes hereinafter described, the Board may refer the matter, as appropriate, to the El Dorado County District Attorney for investigation. Prior to or following such referral, the Board may proceed with any of the actions described in this policy.

5.2.11 There are four separate methods for the Board to address Director misconduct under this Policy: (1) written complaint; (2) request for admonition; (3) request for sanction; and (4) request for censure. Written complaints that specifically seek admonition, sanction, or censure as a specific remedy shall be treated as a request for that remedy (admonition, sanction, or censure), and the provisions of sections 5.2.12 – 5.2.17 shall not apply. The Board can also request the Director to resign in an extreme case, but no mechanism exists to force resignation if the Director refuses.

5.2.12 In the event a Director reasonably believes another Director has failed to act in the best interests of the District, resulting in misconduct, a written complaint shall be submitted to the Human Resources Director.

5.2.13 In the event a non-Director files a written complaint stating his/her reasonable belief that a Director of the Board has acted or failed to act in the best interests of the District, resulting in misconduct, the following procedures shall also apply.

5.2.14 A written complaint signed by the complainant shall be filed with the Human Resources Director. Upon receipt, the Human Resources Director shall transmit the complaint to the General Manager and legal counsel for review. The General Manager and legal counsel shall review the complaint to determine whether there are sufficient grounds for further action.

Commented [KFC3]: We don't want to allow these to be submitted anonymously?

5.2.15 If a complaint fails to articulate a sufficient basis for further consideration, the complainant and the accused Director will so be advised by the legal counsel, and the matter shall be deemed concluded. The Board President shall be notified of such action.

Commented [KFC4]: We might want to strike this language. I've seen complainants abuse this process and demand updates on the status of their complaints/investigations. We're not legally obligated to keep them informed.

5.2.16 If a complaint adequately articulates a sufficient basis for further action, the legal counsel shall present the complaint to a Committee (which shall be composed of the General Manager, Human Resources Director, and the Board President). In the event the subject of the complaint is the Board President, the Board's Vice President will serve in the Board President's stead. The legal counsel may recommend that:

- (1) Fact finding as to the complaint should be conducted.
- (2) Informal Resolution of the complaint should occur.
- (3) An independent investigation of the complaint should occur.

5.2.17 Prior to any determination by the Committee to proceed with an investigation, the accused Director must be given a reasonable opportunity to meet with the Committee or to provide a written response to the complaint. In deciding whether or not to open an investigation, the Committee should consider;

- (1) Whether an investigation may compromise investigations regarding the same alleged misconduct, whether the misconduct may result in criminal charges, and whether the right of the accused Director to a fair jury trial may be compromised by proceeding with an investigation;
- (2) Whether persons involved in the allegations may choose to exercise their constitutional right against self-incrimination, which may limit the investigation's ability to present a full and impartial picture of the alleged events; and

- (3) Whether measures can be taken to protect the rights of the Director accused of misconduct, the Director or non-Director making such allegations, and those who have information regarding the allegations.

5.2.18 If the Committee determines that an investigation is warranted, upon notification of the Board, legal counsel may be directed to conduct the investigation. Legal counsel, at its discretion, may select and manage an independent investigator to assist in conducting the investigation.

5.2.19 In the course of the investigation, legal counsel shall determine the process by which statements are taken. Legal counsel may allow witnesses to choose to provide a signed declaration under penalty of perjury attesting to their knowledge of the facts surrounding the complaint.

5.2.20 Within thirty (30) days of the date the investigation begins, legal counsel shall inform the Board of the investigation's progress. Investigations should be completed within three (3) months from the date the investigation begins; however, in the event the investigation cannot be completed within the three (3) month time period, legal counsel shall so notify the Board.

5.2.21 At the conclusion of the investigation, the results of the investigation shall be presented in writing to the Committee. If the Committee is satisfied with the completeness of the investigation, it shall provide the Board with its findings and any recommendations. Following such findings and recommendations, any individual Director may file a request for admonition, sanction, or censure.

5.2.22 If the Committee determines that an investigation is not warranted, the complainant and the Board shall be notified. Following such notification, should any Director or non-Director file a request for admonition, sanction, or censure, the Committee shall submit to the Board a recommendation as set forth in Sections 5.2.23, 5.2.27 and 5.2.31, below, and the matter shall thereafter be considered by the Board at its next public meeting subject to the restriction of Section 5.2.38 below.

5.2.23 Any Director or non-Director may make a written request for admonition which must be submitted to the Human Resources Director, who will submit it to the Committee for review. The request must contain specific language descriptive of the alleged misconduct and the reason(s) admonition is appropriate. A copy of the request for admonition shall be provided to the Director accused of the misconduct.

5.2.24 The Committee shall review the request and submit it to the Board with a recommendation. The Committee's recommendation shall provide:

- (1) Admonition is warranted;
- (2) Admonition is not warranted;
- (3) Further investigation is warranted; or

(4) No future action is required

5.2.25 The Committee shall make a recommendation based on the Committee's review of the written record.

5.2.26 The Committee's recommendation shall be subject to a majority vote of the Board. (No action can be taken without three votes).

5.2.27 Any Director or non-Director may make a written request for sanction which must be submitted to the Committee. The request must contain specific language descriptive of the alleged misconduct and the reason(s) sanction is appropriate. A copy of the request for sanction shall be provided to the Director accused of the misconduct by personal service within five (5) business days from the date the Committee receives the request. The time for service shall be tolled if the Board member is unavailable for service.

5.2.28 The Committee shall review the request and determine if an investigation is warranted. Following the investigation, or if no investigation was undertaken, following review of the request, the Committee shall submit the request to the Board with a recommendation. The Committee's recommendation shall provide:

- (1) Further investigation of the request for Sanction is required;
- (2) Admonition, rather than Sanction is warranted;
- (3) Sanction is warranted, or
- (4) No further action is warranted;

5.2.29 The Committee shall make a recommendation based on the Committee's review of the written record.

5.2.30 The Committee's recommendation shall be subject to a majority vote of the Board. (No action can be taken without three votes.)

5.2.31 Any Director or non-Director may make a written request for censure which must be submitted to the Committee. The request must contain specific language descriptive of the alleged misconduct and the reason(s) censure is appropriate. A copy of the request for censure shall be served on the Director accused of the misconduct by personal service within five (5) business days from the date the Committee receives the written request. The time for service shall be tolled if the Director is unavailable for service.

5.2.32 The Committee shall review the request and submit the request to the Board with a recommendation. The Committee's recommendation shall provide:

- (1) Further investigation of the request for censure is required; or

- (2) Admonition or sanction is warranted; or
- (3) The request for censure should be set for a separate Board public hearing; or
- (4) No further action is required

5.2.33 A recommendation of the Committee shall be based on the Committee's review of the written record.

5.2.34 If the Board determines that further investigation is required subject to a majority vote of the Board, (No action can be taken without three votes.) ~~The the~~ Board shall direct the Committee to lead the investigation. The following guidelines apply to such an investigation.

5.2.35 The Committee may be assisted by a separate independent investigator.

5.2.36 Upon completion of the investigation, the Committee should determine if taking all the facts and evidence into consideration, there are reasonable grounds to believe or not believe that misconduct occurred.

5.2.37 The Committee shall issue to the Board a final report and recommendation at an upcoming Board Meeting (as a report only, no Board action is necessary). The Committee's final report shall be made available to the public.

5.2.38 If a separate Board public hearing is required, it must be scheduled far enough in advance to provide the Director subject to the charges adequate time to prepare for the hearing. That Director shall be given the opportunity to make an opening and closing statement, and to question the requesting party. The Director may be represented and may have the representative speak or question on his/her behalf. The President or Vice President, if the President is the subject of the charges, shall preside at the public hearing. The rules of evidence shall not apply to the hearing of the matter, which is not a formal adversarial proceeding. Legal counsel will assist Directors in the investigation, and provide legal advice to the Board during the hearing of the matter.

5.2.39 In the event that the investigation determines this Board Policy Manual or other District policies were violated, an Agenda item shall be prepared for an open session for the Board to consider whether to discipline or express disapproval of the involved Director. At the open session Agenda item, the involved Director must first disqualify himself from the proceeding by recusal at the beginning of the Agenda item. While the involved Director has a limited right to be present to speak on his/her own behalf, the involved Director must do so not as a Director, but solely in an individual capacity and must sit with other members of the public. After the public comment section, the involved Director must leave the room when the Board discusses and votes on its course of action, due to a risk that the involved Director's mere presence in the room may improperly influence the proceedings. The involved Director has a right to

have a representative or counsel in the room at all times, and may re-enter the room after the Board has voted on its course of action.

5.2.40 A decision to censure requires the adoption of a motion or a resolution making findings with respect to the specific charges, based on substantial evidence and shall be subject to a majority vote of the Board. (No action can be taken without three votes.)

5.3 Conflict of Interest Code

5.3.1 The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code of Regs. § 18730) which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference in an agency's Code. After public notice and hearing it may be amended by the FPPC to conform to amendments in the Political Reform Act. Therefore, the terms of California Code of Regulations Section 18730 and any amendments to it, duly adopted by the FPPC, are hereby incorporated by reference. This regulation and Appendix A & B, designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the District.

Due to the District's multi-county status, the FPPC shall be the Code reviewing Body. The District's Clerk of the Board shall be the filing officer and will perform the additional duties related to the annual filing of the Conflict of Interest forms. The current Code is available for review in the Clerk's office.

5.3.2 Designated employees who are listed in Appendix A shall file annual statements of economic interests (Form 700) with the District who will make the statements available for public inspection and reproduction (Government Code Section 81008). Statements for all designated employees will be retained by the District.

5.3.3 Form 700 shall be kept on file at the District for seven years.

5.3.4 A Board member will not have a financial interest in a contract with the District, or be a purchaser at a sale by the District or a vendor at a purchase made by the District, unless the Board member's participation was authorized under section 1091 of the Government Code.

Generally, a Director has a financial interest in a matter if it is reasonably foreseeable that the Board decision would have a material effect that is distinguishable from the effect on the public generally on; (a) a business entity in which the Director has a direct or indirect investment in the amount specified in FPPC; (b) real property in which the Director has a direct or indirect investment interest, with a worth in the amount specific in FPPC regulations; (c) a source of income of the Director in the amount specified in FPPC regulations, within twelve months before the Board decision; (d) a source of gifts to the Director in an amount specified in FPPC regulations within twelve months before the Board decision; or (e) a business entity in which the District holds a position as a Director,

trustee, office, partner, manager or employee. An "indirect interest" means any investment or interest owned by the spouse or dependent child of the Director, by

an agent on behalf of the Director, or the Director's spouse, dependent child or agent, owns directly, indirectly or beneficially a ten percent interest or greater.

5.3.5 Government Code Section 1090 prohibits a Director from having a financial interest in contracts made by ~~themselves or by~~ the Board. The purpose of this rule is to prohibit contractual self-dealing. It does not require that there be a contract directly with the District, but simply that the Board member has a financial interest in a contract made by the Board, whether or not that Board member participated in that matter. Nor shall Board members be purchasers at any sale or vendors at any purchase made by them in their official capacity.

Consequences of a Section 1090 violation are significant: The contract ~~is may be voided~~ and deemed unenforceable; official must return any money; violation is a felony (~~is-if~~ willful) and could result in fine, imprisonment and disqualification from public office.

5.3.6 A Director will not accept gifts or honoraria that exceed the limitations specified in the Fair Political Practices Act or FPPC regulations. Board members will report all gifts, honoraria, campaign contributions, income and financial information as required under the District's Conflict of Interest Code and the provisions of the Fair Political Practices Act and the FPPC regulations.

5.3.7 A member of the Board may believe that he or she should be disqualified from participation in the discussion, deliberations or vote on a particular matter due to a conflict of interest. The Director will either become aware of the potential conflict of interest before the Board meeting at which the matter will be discussed or acted upon, in which case the Director will notify the District's General Manager of the potential conflict of interest, or not become aware of the potential conflict of interest until during the meeting. In either case, if a conflict of interest is deemed to exist, such Director shall abstain from participation in consideration of the item involving a legally prohibited conflict of interest and publicly disclose the reason for abstaining (which will be noted in the Board Minutes).

5.3.8 Unless such a conflict exists, Directors shall not abstain from the Board's decision making responsibilities.

5.3.9 A Board member will not recommend the employment of a relative by the District. In addition, a Board member will not recommend the employment of a relative to any person known by the Board member to be bidding for or negotiating a contract with the District.

5.3.10 A Board member who knowingly asks for, accepts or agrees to receive any gift, reward or promise thereof for doing an official act, except as may be authorized by law, may be guilty of a misdemeanor under Penal Code Section 70.

6.0 BOARD MEETINGS

6.1 Brown Act

6.1.1 The Ralph M. Brown Act is the portion of the Government Code, Sections §54950 through §54963, which is referred to as the Public Meeting Law. These sections of the Government Code are changed and revised annually so it is necessary to review the updates when questions arise surrounding public meeting laws.

6.1.2 The Clerk of the Board shall be responsible for maintaining the current Government Code for the District.

6.1.3 The Brown Act, including current revisions of the Government Code, shall be provided to each Board member and kept on file with the Clerk of the Board.

6.2 Board Meetings

6.2.1 Regular Meetings of the Board of Directors shall be held on the first and third Thursday of each calendar month at 2:00 P.M. at a regular meeting place, within District boundaries, selected by the Board of Directors by ordinance, free of discrimination and accessible to handicapped. Certain exceptions to holding the meetings within District boundaries are found under Government Code Section 54954.

6.2.2 An annual Board meeting calendar shall be prepared by the Clerk of the Board and submitted to the person in charge of reserving the meeting room selected in advance by the Board of Directors for each new calendar year. This calendar shall set the dates for all Regular Board Meetings for the ensuing calendar year.

6.2.3 A Regular Board Meeting Agenda email list shall be revised each calendar year by sending all parties who have requested to receive the Agendas a confirmation of their continued interest in receiving the Regular Board Meeting Agendas. If a paper copy is requested to be mailed, a small fee shall be levied upon the recipients of the Agenda to cover the costs of reproduction and postage.

6.2.4 The mailing list derived from the actions described above shall be used for public notice of Regular meetings of the Board of Directors. In addition to the e-mailed agendas, the Clerk of the Board shall cause an Agenda to be posted at the place where the meeting is to be held and another Agenda shall be posted outside the District administration building, which is accessible to the public 24 hours per day, at least 72 hours prior to the time of all Regular Board meetings.

6.2.5 All Regular Board meeting Agendas must give members of the public the opportunity to speak before or during consideration of a Board action item.

6.2.6 The Clerk of the Board (or designee) shall attend and keep Minutes of all Regular meetings of the Board in accordance with Section 6.7.

6.2.7 Special Meetings (Non-emergency) of the Board of Directors may be called by the Board President or by a majority of the Board members, but must be

held within District boundaries, free of discrimination and accessible to handicapped unless certain situations exist (Government Code Section 54954).

6.2.8 All Directors, the General Manager, District counsel, Tahoe Daily Tribune, Tahoe Mountain News and other desired staff shall be notified of the special Board meeting and the purpose(s) for which it is called. Said notification must be in writing and delivered to said parties at least twenty-four (24) hours prior to the meeting.

6.2.9 An Agenda shall be prepared and delivered with the notice of the special meeting to those specified in Section 6.2.8 above. The Clerk of the Board shall cause a notice to be posted at the place where the meeting is to be held, outside the District administration building (which is accessible to the public 24 hours per day), at least 24 hours prior to the time of the Special Meeting.

6.2.10 Only those items of business listed in the call for the special meeting shall be considered by the Board at any Special Meeting. All special meeting Agendas must give members of the public the opportunity to speak before or during consideration of a Board action item.

6.2.11 The Clerk of the Board (or designee) shall attend and keep Minutes of all special meetings of the Board in accordance with Board Policy Section 6.7.

6.2.12 A regular or special meeting can be adjourned and re-adjourned to a time and place specified in the order of adjournment. If no time is stated, the meeting is continued to the hour for regular meetings. Less than a quorum may so adjourn a meeting; and if no member of the legislative body is present, the Board Clerk may adjourn the meeting. If a meeting is adjourned for less than five calendar days, no new Agenda need be posted so long as a new item of business is not introduced. A copy of the order of adjournment must be posted within 24 hours after the adjournment, at or near the door of the place where the meeting was held.

6.2.13 The Clerk of the Board (or designee) shall attend and keep Minutes of all adjourned meetings of the Board in accordance with Board Policy Section 6.7.

6.2.14 Special ~~meetings~~ (Emergency Meetings) of the Board of Directors may be called in the event an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities. Emergency Situation (Govt. Code 54956.5) means any: 1) work stoppage or other activity which severely impairs public health, safety, or both as determined by a majority of the Board; 2) crippling disaster which severely impairs public health, safety, or both as determined by a majority of the Board.

6.2.15 The 24-hour posting requirement and the 24-hour notice requirement may be waived for Emergency meetings. All other rules governing special meetings shall be observed with the exception of the 24-hour notice.

6.2.16 Closed Sessions may not be held during an Emergency meeting.

6.2.17 The Clerk of the Board shall attend and keep minutes of all emergency meetings of the Board in accordance with Board Policy Section 6.7. Absence of the Clerk of the Board shall not preclude the meeting from taking place.

6.2.18 The Clerk of the Board shall post, as soon after an emergency meeting as possible and for a minimum of 10 days in a public place: the minutes of the meeting, a list of persons notified or which were attempted to be notified, roll call vote, and any actions taken at the meeting.

6.2.19 A Public Hearing (at least one) is required prior to adopting an ordinance, resolution or other legislative enactment for a new fee or approving an increase in an existing fee or service charge. Oral or written public presentations can be made as part of a regularly scheduled meeting. The Brown Act requires a 45 day notice period of the Public Hearing at which the Board proposes to act on the proposed fee. Govt. Code Section 54954.6 lists certain exclusions to "new or increased assessments".

Formatted: Highlight

Commented [KFC5]: It's very unusual to put these special procedural rules for adopting new/increased taxes/assessments into a policy manual. Gov 54954.6 only applies to new general taxes or increased assessments and does not apply to fees. Gov Code 66016 applies to fees. These highlighted sections of the policy manual conflate the two different processes for fees and for taxes/assessments. I'd recommend deleting these from the policy manual or having our specialist in municipal finance re-write these sections so its clear what process applies to fees and what process applies to taxes/assessments.

Formatted: Highlight

6.2.20 The publication of the noticed public hearing must appear 10 days in advance of the hearing. The number of publications required is 2 and there should be 5 intervening days between the first and last publication. (Government Code Section 6062-a)

6.2.21 Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data is available shall be mailed at least 14 days prior to the meeting to any interested party who files a written request. (Government Code 66016)

6.2.22 At least 10 days prior to the meeting, the District shall make available to the public, data indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service. (Government Code 66016)

6.2.23 The meeting place requirements are the same as those shown for regular and special meetings.

6.2.24 Public Hearings may be held prior to Board Action on any subject if the Board of Directors deems it beneficial to receive public comments.

6.2.25 Closed sessions of the Board of Directors shall be held in accordance with the Brown Act (Government Code 54950 through 54963).

6.2.26 In part, the Brown Act states the Board may not discuss any matters other than those stated on the closed session portion of the Agenda. The Agenda must state the reasons for the closed session and the Board must report at a public meeting any reportable action taken. The Board need not return to open session to vote on any item in the closed session.

6.2.27 Workshop meetings may be held by the Board of Directors at any time a majority of the Board feels a certain subject warrants the need for additional time for review prior to Board action or for general informational purposes.

6.2.28 The time, place, and date for a workshop meeting shall be at the discretion of a majority of the Board of Directors.

6.2.29 The workshop meeting shall be publicly noticed.

6.3 Board Meeting Agenda

6.3.1 The General Manager shall cause an Agenda to be prepared for all meetings listed in 6.2. Any Director may request, through the General Manager, that an item be placed on the Agenda in accordance with Section 3.7.6. Submittal of an Agenda item for inclusion in the published, posted Agenda must be received by 12:00 noon on the Wednesday preceding the Thursday Board meeting by one-week and one-day.

6.3.2 An Agenda Review Committee, consisting of the Board President, General Manager, Assistant General Manager, Clerk of the Board, Chief Financial Officer and legal counsel shall be invited to review and approve the Agenda prior to its publication.

6.3.3 Any member of the public may request that a matter directly related to District business be placed on the Agenda of a regularly scheduled meeting of the Board of Directors, subject to the following conditions:

- (1) The Agenda Review Committee shall judge whether or not the public request is a "matter directly related to District business."
- (2) The request must be in writing and be submitted to the General Manager together with supporting documents and information, if any, within the time frame outlined in Section 6.3.1. If the request is received after the Agenda is prepared, the item will be held by the Clerk of the Board until publication of the next regular Board meeting Agenda.
- (3) No matter which is legally a proper subject for consideration by the Board in Closed Session will be accepted under this policy.
- (4) A request may be made through the "Request to Appear" process in which a member of the public is allowed to bring an individual item before the Board for consideration and/or Board action.
- (5) The Board President may first assign a committee to hear the "Request to Appear" to study and make a recommendation to the full Board to aid in their consideration of the request.

- (6) The Board of Directors may place limitations on the total time to be devoted to a public request issue at any meeting, and the Board President may limit the time allowed for any one person to speak on any one issue at the meeting.

6.3.4 All regular and special Board Meeting Agendas shall provide an opportunity for members of the public to comment on any item before or during consideration (by vote) of the Board.

6.3.5 Each Regular Board meeting Agenda shall include a "Public Comments" section to allow an opportunity for public participation. The Board may not take action on matters discussed during this portion of the meeting.

6.3.6 This policy does not prevent the Board from taking testimony at regular and special meetings, or workshops of the Board on matters which are not on the Agenda, which a member of the public may wish to bring before the Board. However, the Board may not take action on such matters at that meeting.

6.3.7 Board Agenda posting requirements are referenced in section 6.2.

6.4 Board Meeting Conduct

6.4.1 Meetings of the Board of Directors shall be conducted by the Board President in a manner consistent with the policies of the District.

6.4.2 If a Director believes order is not being maintained or procedures are not adequate, then he/she should raise a point of order – not requiring a second – to the President. If the ruling of the President is not satisfactory to the Director, then it may be appealed to the Board. A majority of the Board will govern and determine the point of order.

6.4.3 All Board meetings shall commence at the time stated on the Agenda and shall be guided by same.

6.4.4 The conduct of meetings shall, to the fullest possible extent, enable Directors to:

- (1) Consider problems to be solved, weigh evidence related thereto, and make decisions intended to solve the problems; and
- (2) Receive, consider and take any needed action with respect to reports of accomplishment of District operations.

6.4.5 Provisions for permitting any individual or group to address the Board concerning any item on the Agenda of a special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be as follows:

- (1) Five (5) Minutes may be allotted to each speaker and a maximum of twenty (20) Minutes to each subject matter. A member of the public shall not be required as a condition of attendance to register his or her name, to provide other information, or otherwise fulfill any condition precedent to addressing the Board. Information given shall be voluntary;
- (2) No ~~boisterous or inappropriate disruptive~~ conduct shall be permitted at any Board meeting. Persistence in such conduct shall be grounds for summary termination, by the Board President, of that person's privilege of address; and,
- (3) ~~No oral presentation shall include charges or complaints against any District employee, regardless of whether or not the employee is identified in the presentation by name or by another reference which tends to identify.~~

Commented [KC6]: We can only prevent someone from expressing themselves in ways that are actually disruptive to the meeting.

Commented [KC7]: The public has a right to criticize the performance of public employees, so we shouldn't enforce this provision if we want to keep it in the policy manual.

6.4.6 Willful disruption of any of the meetings of the Board of Directors shall not be permitted. If the Board President finds that there is in fact willful disruption of any meeting of the Board, he/she may eject any person or persons ~~making engaging in personal, impertinent or slanderous remarks disruptive behavior~~, refusing to abide by a reasonable request from the President, or otherwise disrupting the meeting. ~~The Board President may order the room cleared and subsequently conduct the Board's business without the public present.~~

Commented [KC8]: We can't do this. We can adjourn the meeting and speak with the disrupter individually before re-starting the meeting but we can't conduct a private meeting.

~~**6.4.7** In such an event, only matters appearing on the Agenda may be considered in such a session.~~

~~**6.4.8** After clearing the room, the President of the Board may permit those persons who, in their opinion, were not responsible for the willful disruption to re-enter the meeting room.~~

Commented [KC9]: We can't do this. If the offending person wants to come back into the meeting, we shouldn't stop them. If they disrupt the meeting, we can forcibly remove them or prevent them from coming back but that should only be done in extreme cases and should be avoided at all costs. Better to just break the meeting until emotions cool for however long is necessary.

~~**6.4.9** Duly accredited representatives of the news media, whom the President of the Board finds not to have participated in the disruption, shall be admitted to the remainder of the meeting.~~

6.5 Board Actions and Decisions

6.5.1 Actions by the Board of Directors include, but are not limited to the following:

- (1) Adoption or rejection of ordinances, regulations or policies;
- (2) Adoption or rejection of a resolution;
- (3) Adoption, approval, or rejection of any contract or expenditure;

- (4) Approval or rejection of any proposal which commits District funds or facilities, including employment and dismissal of personnel; and,
- (5) Approval or disapproval of matters which require or may require the District or its employees to take action and/or provide services.

6.5.2 Any Director desiring to speak should address the President and, upon recognition by the President, may address the subject under discussion.

6.5.3 Any Director, including the President, may make or second a motion. A motion shall be brought and considered as follows:

6.5.4 A Director makes a motion; another Director seconds the motion; and the President states the motion.

6.5.5 Once the motion has been stated by the President, it is open to discussion and debate. After the matter has been fully debated, and ~~after so long as~~ the public in attendance has had an opportunity to comment on the item, the President will call for the vote.

6.5.6 If the public in attendance has had an opportunity to comment on the ~~proposed action item~~, any Director may move to immediately bring the question being debated to a vote, suspending any further debate. The motion must be made, seconded and approved by a majority vote of the Board.

6.5.7 Ordinarily, only one motion can be considered at a time and a motion must be disposed of before any other motions or business are considered. There are a few exceptions to this general rule, though, where a secondary motion concerning the main motion may be made and considered before voting on the main motion.

6.5.8 A main motion may be amended before it is voted on, either by the consent of the Directors who moved or seconded, or by a new motion and second.

6.5.9 Motion to Table. A main motion may be indefinitely tabled before it is voted on by motion made to table, which is then seconded and approved by a majority vote of the Board.

6.5.10 A main motion may be postponed to a certain time by a motion to postpone, which is then seconded and approved by a majority vote of the Board.

6.5.11 A main motion may be referred to a Board committee for further study and recommendation by a motion to refer to committee, which is then seconded and approved by a majority vote of the Board.

6.5.12 As provided above, any Director may move to close debate and immediately vote on a main motion.

6.5.13 Action can only be taken by the vote of the majority of the Board of Directors. Three (3) Directors represent a quorum for the conduct of business. Actions taken at a meeting where only a quorum is present, therefore, require all three (3) votes to be effective (unless a 4/5 vote is required by law).

6.5.14 A member abstaining due to a conflict of interest does not count towards a quorum.

6.5.15 The following examples of voting are provided for guidance:

- (1) If three of five Directors are present at a meeting, a quorum exists and business can be conducted. However, if one Director abstains on a particular action and the other two cast "aye" votes, no action is taken because a "majority of the Board" did not vote in favor of the action.
- (2) If an action is proposed requiring a two-thirds vote and 2 Directors abstain, the proposed action cannot be approved because 4 of the 5 Directors would have to vote in favor of the action.
- (3) If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, three Directors must vote in favor of the appointment for it to be approved. If two of the four Directors present abstain, the appointment is not approved.

6.5.16 The Board may give directions that are not formal action by a consensus of the Board. Such directions do not require formal procedural process. Such directions include the Board's directives and instructions to the General Manager. The President shall determine by consensus a Board directive and shall state it for clarification. Should any two Directors challenge the statement of the President, a voice vote may be requested.

6.5.17 A formal motion may be made to place a disputed directive on a future Agenda for Board consideration, or to take some other action (such as refer the matter to the General Manager for review and recommendation, etc.)

6.5.18 Informal action by the Board is still Board action and shall only occur regarding matters that appear on the Agenda for the Board meeting during which said informal action is taken.

6.6 Review of Administrative Decisions

6.6.1 The provisions of Section 1094.6 of the Code of Civil Procedure of the State of California shall be applicable to judicial review of all administrative decisions of the Board of Directors pursuant to the provisions of Section 1094.5 of said

code. The provisions of section 1094.6 shall prevail over any conflicting provision and any otherwise applicable law, rule, policy or regulation of the District, affecting the matter of appeal.

6.6.2 This policy affects those administrative decisions rendered by the Board of Directors governing acts of the District in the conduct of the District's operations and those affecting personnel operating policies.

6.6.3 The purpose of this policy is to ensure efficient administration of the District, and the expeditious review of decisions rendered by the Board of Directors.

6.6.4 If members of the public feel there has been a violation of the Brown Act, the parties (including the District Attorney) have 90 days in which to make written demand upon the Board to cure or correct the alleged violation.

6.6.5 If the Board action took place in open session, interested parties have 30 days to make their demand (Government Code Section 54960.1).

6.7 Minutes of Board Meetings

6.7.1 The Clerk of the Board (or designee) shall attend and keep minutes of all regular, special, adjourned, and emergency meetings of the Board.

6.7.2 Copies of minutes shall be made for approval by Directors in a future Agenda.

6.7.3 Motions, resolutions or ordinances shall be recorded as having passed or failed, and individual votes will be recorded unless the action was unanimous. If there is no Board action on any item, the minutes shall state: No Board Action.

6.7.4 All resolutions and ordinances adopted by the Board shall be numbered consecutively.

6.7.5 Minutes of Board meetings shall follow the individual Agenda sequence for each Board meeting and may include (depending on the type of Board meeting, but not limited to the following):

- (1) Time, date, place, and type of each meeting;
- (2) Directors present and absent by name, staff members present by name, and visitors present by name, providing their names are known either from recognition by the Clerk of the Board or by signing the visitor sign-in sheet;
- (3) Arrival time of tardy Directors by name and pre-adjournment departure time of Directors by name; notation of Director's name and the time, if absence takes place when any Agenda items are acted upon;

- (4) Description of consent calendar Items and the Board vote;
- (5) Description of Board action Items and the Board vote. A notation if any Board member must disqualify themselves from participation in any item due to a conflict of interest;
- (6) Items to be considered during closed session and the appropriate Government Code reference;
- (7) Brief summary of Board member and staff report Items;
- (8) Record of Board vote (if any) on items considered during closed session;
- (9) Time of adjournment
- (10) Signature of Board President, attested by the Board Clerk.

6.7.6 An audio and/or video recording of any open and public meeting of the Board of Directors may be made for the purpose of providing detailed information for the preparation of the official Minutes of the meetings. Such recordings shall be kept by the Clerk of the Board.

6.7.7 Any member of the public is allowed to record the proceedings at an open and public meeting provided that the recording does not constitute a persistent disruption of the proceedings.

6.7.8 Upon request by a Board member or District staff, audio and/or video tape recordings of a closed session of a Board meeting may be made upon approval by a majority of the Board. Recordings made during closed sessions are ~~deemed not to be public records~~ exempt from public disclosure.

6.7.9 Any recording of an open and public meeting made for whatever purpose by or at the direction of the District shall be subject to inspection pursuant to the California Public Records Act, and may be erased or destroyed thirty (30) days after the recording, but not before the official meeting Minutes have been adopted by the Board. Upon request by a Board Member or District staff, specific recordings may be held for a longer period of time upon approval by a majority of the Board.

Commented [KFC10]: Does the District have a records retention policy? 30 days seems pretty short to retain public records. Most local agencies have a minimum of two years.

6.8 Audio and Video Recordings of Board Meetings

6.8.1 Members of the public can make an appointment with the Clerk of the Board to listen to or view recordings during regular business hours (8:00 A.M. - 5:00 P.M.), Monday through Friday, relative to staff time and District priorities. An electronic device and a location to listen to or view a recording will be made available by the District without charge to the person(s) requesting access to the recordings.

6.8.2 Members of the public may request copies of available meeting recordings. The fee for reproduction shall be paid in advance, based on an estimate of the hourly wage of the person reproducing the recording plus a charge for the actual cost of any digital materials such as a thumb drive or disc. Postage fees incurred in mailing such copies shall also be charged to the requestor.

7.0 SOCIAL MEDIA POLICY

7.1 Purpose

7.1.1 The purpose of this Social Media Policy is to (1) establish parameters on the creation and use of the District sponsored social media sites, (2) provide guidance to employees and Board members regarding their personal use of social media in ways that intersect with their District employment, and (3) outline policy for external use of the District's social media sites.

7.1.2 All use of social media should be consistent with applicable District, State, and Federal laws, regulations and policies, as well as the guidelines in this document. This includes the District's Information Technology Policy and Procedures and the applicable Memorandum of Understanding.

7.2 Personal Use of Social Media

7.2.1 Many District employees and Board members use personal social media sites. These sites should remain personal in nature (i.e. be used only in a *personal* capacity rather than an official one) and be used to share personal opinions or non-work related information. Following this principle helps ensure a distinction between sharing personal and District views. District employees and Directors shall not use their District email account or password in conjunction with a personal social networking or social media site.

7.2.3 District employees are prohibited from the personal use of social media during work time or using District electronic resources. Further, District employees are prohibited from representing themselves, impliedly or expressly, as presenting the opinions or positions of the District unless authorized to do so in advance by the General Manager in writing. Employees are also prohibited from using personal social media to divulge the District's intellectual property, trade secret information, or confidential business information (including personal and confidential personnel information and/or safety information that may put employees or the public at risk of harm), or in ways that violate the District's policies (including but not limited to those that prohibit harassment or retaliation). The prohibitions in this Policy are not intended to prohibit lawful speech about matters of public concern or collective employee discussion about terms and conditions of employment. In short, Employees are expected to be attentive and careful in their use of social media and to use good judgment. District personnel who identify themselves as District employees on their personal social media sites should assume that their speech and related activity on those sites may reflect upon the District and should tailor their use accordingly.

7.2.4 It is best for Directors to take a cautious approach when commenting, liking or sharing District-related content on social media. It is possible to unintentionally violate the Brown Act by conducting a serial meeting on social media. Multiple Directors liking, retweeting and/or commenting on other Director's sites and posts may inadvertently create an actual or perceived serial meeting.

7.2.5 Directors who decide to have personal social media sites and/or who decide to comment on posts about official District business should adhere to the following general principles:

- (1) State your name and, if relevant, role when discussing District business;
- (2) Use a disclaimer such as: "The postings on this site are my own and do not represent the opinions of the South Tahoe Public Utility District"; and,
- (3) Avoid commenting on the District's social media sites.

7.3 District use of Social Media

7.3.1 The District welcomes employees to submit proposed content for the District's website or social media sites to the General Manager, or to staff specifically designated and authorized by the General Manager who manage such accounts. However, only the General Manager or such designated and authorized personnel may publish content to a District web site or social media site. Unauthorized usage of or posting to the District's website or social media accounts, and/or violation of this Section 7, can be grounds for disciplinary action up to and including termination.

7.3.2 All District-related communication through its social media sites must remain professional in nature. Information posted on social media must be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology, or acronyms. Social media accounts should be registered under the District's social media email address (SocialMedia@stpud.dst.ca.us).

7.3.3 District social media sites shall not be used for any of the following:

- (1) For endorsing political candidates;
- (2) For conducting private commercial transactions or engaging in private business activities;
- (3) For endorsing or recommending any private business; and,
- (4) For posting of personal commentary on District policy

7.3.4 Additionally, the following types of communications are prohibited:

- (1) Profanity, obscenity, or racist or sexist content or comments, as well as content likely to discredit the reputation or professional integrity of the District;
- (2) Copyright violations; and,
- (3) Confidential or other non-public information.

7.3.5 If an account is used for District purposes, the entire account, regardless of any personal views, is subject to these best practices guidelines, including open records provisions.

7.3.6 Re-posting or sharing content from an appropriate outside source can be a useful tool in informing the public about District activities. When using a District account to share content from an outside source:

- (1) Thoroughly read information/stories in links before sharing;
- (2) Clearly identify the source; and ,
- (3) Ensure content being shared promotes or highlights the District in a positive manner.

7.3.7 Social media sites offer ample opportunities for the District to interact with the public. The District's policy is that questions or factually inaccurate comments posted to District sponsored media sites should be answered or corrected by designated District staff as soon as possible. Responses should be professional, conversational, accurate and positive no matter how the original question or comment was phrased.

7.3.8 Following or liking a page or account on social media can be perceived as an endorsement and should only be done when it fits the following criteria:

- (1) Other regional governments or quasi-governmental agencies relevant to the District;
- (2) Topically appropriate and recognized local, regional, state or national organizations (such as Association of California Water Agencies);
- (3) Event or program pages of District co-sponsored events or programs; and,
- (4) Relevant media outlets (local, regional, state, or trade).

7.3.9 All District-sponsored social media sites must contain the following disclaimer and public comment policy, to the degree permitted by the host. The legal disclaimer should be posted in an area on the social media site that is static to the degree permitted by the social media site.

"Using this page indicates your agreement with South Tahoe Public Utility District's Public Comment Rules* which contain important conditions and restrictions. If you do not agree, please refrain from using this page."

*Public Comment Rules (link to District webpage with Public Comment Rules and Disclaimer featured in Section III. External Use Social Media Policy)

7.3.10 All comments or posts made to District account walls or pages are public, not private. In the spirit of transparency at the District:

- (1) Social media posts and comments that adhere to the External Use Social Media Policy will be left on the social media page for as long as the social media provider's policy allows; and,
- (2) Account administrators who receive messages through the private message service offered by the social media site should encourage users to contact them at a public e-mail address maintained by the District.

7.4 External Use Social Media

7.4.1 All District-sponsored social media sites should contain a link to the following disclaimer and public comment rules on the District's website, to the degree permitted by the social media site.

7.4.2 The purpose of comment-enabled social media sites is to facilitate a polite and constructive dialogue between District and its customers on matters of public interest. The District's social media sites serve a *limited public forum* and all content published is subject to monitoring. User-generated posts will be rejected or removed (if possible) when content:

- (1) Is off-subject or out of context;
- (2) Contains obscenity or racist, sexist, or derogatory content or personal attacks;
- (3) Contains personal identifying information or sensitive personal information;
- (4) Contains offensive terms that target protected classes;

- (5) Is threatening, harassing or discriminatory;
- (6) Incites or promotes violence or illegal activities;
- (7) Contains information that reasonably could compromise individual or public safety;
- (8) Advertises or promotes a commercial product or service, or any entity or individual; or,
- (9) Promotes or endorses political campaigns or candidates.

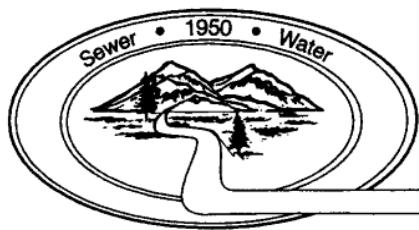
7.4.3 The District's social media sites are subject to applicable public records laws. All comments or posts made to District account walls or pages are public, not private. The District is responsible for responding completely and accurately to any public records request.

7.4.4 The District's social media sites are produced and maintained by the District. Links to other internet sites should not be construed as an endorsement of the views contained therein. The District does not control or guarantee the accuracy, relevance, timeliness or completeness of information contained on a linked website. The District does not endorse the organizations sponsoring linked websites or the views they express or the products/services they offer. The District cannot and does not authorize the use of copyrighted materials contained in linked websites. Users must request such authorization from the sponsor of the linked website. The District will not be responsible for content posted by any user in any forum, message board, wall, tweet or other area within the Web Communications host. Opinions expressed by visitors to the District's social media pages do not reflect the opinions of the District.

If a user does not agree to these terms, the individual should not use the District's sponsored social media pages as a violation of these terms may lead to legal liability.

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
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 6c

_TO: Board of Directors

FROM: Ryan Lee, Customer Service Manager

MEETING DATE: October 19, 2023

ITEM – PROJECT NAME: Liability Claim Against South Tahoe Public Utility District
Received from Ashley Nichols

REQUESTED BOARD ACTION: Consider the Claim against South Tahoe Public Utility District for losses allegedly sustained by Ashley Nichols and direct the Joint Powers Insurance Authority (JPIA) to resolve the Claim.

DISCUSSION: The Claimant, Ashley Nichols, filed a Claim against the District on October 3, 2023, for alleged damages related to lost revenue at her business. The Claimant alleges that the District's Ham Lane Waterline Replacement Project caused greatly diminished access to her retail business, resulting in lost sales revenue in September and October 2023.

The Claim alleges ongoing damages currently estimated to be around \$30,000.00 for the mitigation of lost sales revenue. The Claimant did provide sales records demonstrating significantly reduced sales during the Ham Lane Project, as compared to the same time period in 2022 and 2021. The District initially planned to complete this project in July 2022 but rescheduled it for September 2023 after Labor Day to minimize the impact on the Claimant's business.

The JPIA has reviewed this Claim and recommends that the District reject the Claim on the grounds that the District has an obligation to maintain its water infrastructure and protect water quality, that public works projects by nature have unavoidable impacts which the District is not able to fully mitigate, and that the District is not liable for the unavoidable impacts of completing capital maintenance projects.

The District can reject a Claim, allow a Claim, reject or allow a Claim in part, or compromise a Claim. If the District does not take action on the Claim within the six-month timeframe, the Claim is deemed rejected on the last day of that period. Once the Claim is deemed rejected, the Claimants may file a lawsuit. If written notice is not given that the Claim was rejected or deemed rejected, a two-year statute of limitations applies to the Claim. In contrast, rejection of the Claim coupled with a notice of rejection triggers a shorter six-month limitations period in which to file a lawsuit.

Staff recommends that the District reject the Claim and request the JPIA to resolve the Claim.

SCHEDULE: Upon Board Recommendations

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Nichols Claim for Damages

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AA NO _____

Claim Form

(A claim shall be presented by the claimant or by a person acting on his behalf.)

NAME OF DISTRICT: South Tahoe Public Utility District

1 Claimant name, address (mailing address if different), phone number, social security number, e-mail address, and date of birth.
Effective January 1, 2010, the Medicare Secondary Payer Act (Federal Law) requires the District/Agency to report all claims involving payments for bodily injury and/or medical treatments to Medicare. As such, if you are seeking medical damages, we MUST have both your Social Security Number and your date of birth.

Name: Ashley Nichols / Steve Nichols	Phone Number: [REDACTED]
Address(es): [REDACTED]	Social Security No.: [REDACTED]
	Date of Birth: [REDACTED]
	E-mail: [REDACTED]

2 List name, address, and phone number of any witnesses.

Name: Entire staff @ The Village Boardshop
Address: [REDACTED]
Phone Number: [REDACTED]

3 List the date, time, place, and other circumstances of the occurrence or transaction, which gave rise to the claim asserted.

Date: 9/19/20	Time: All Day	Place: [REDACTED]
---------------	---------------	-------------------

Tell What Happened (give complete information):
We have been in communication for months about this project and have been told over and over that it would not affect our business and that access would not be blocked. We have been told for months that customers would be able to access our business. When the project started the road and access to our business was 100% closed.

NOTE: Attach any photographs you may have regarding this claim.

4 Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.

Your project closed my business down 100% for 2-days so we are asking for loss of sales. We can not afford a forced closed by anyone.

5 Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.

6 The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.

Date: 9/21/23	Time: 10:24 AM	Signature: [Signature]
---------------	----------------	------------------------

ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!

Claim Form

(A claim shall be presented by the claimant or by a person acting on his behalf.)

NAME OF DISTRICT: South Tahoe Public Utility District

1 Claimant name, address (mailing address if different), phone number, social security number, e-mail address, and date of birth.
*Effective January 1, 2010, the Medicare Secondary Payer Act (Federal Law) requires the District/Agency to report all claims involving payments for bodily injury and/or medical treatments to Medicare. As such, if you are seeking medical damages, we **MUST** have both your Social Security Number and your date of birth.*

Name: Ashley Nichols

Phone Number: [REDACTED]

Address(es): [REDACTED]

Social Security No.:

Date of Birth:

E-mail: [REDACTED]

2 List name, address, and phone number of any witnesses.

Name: All of this information is attached on another sheet

Address:

Phone Number:

3 List the date, time, place, and other circumstances of the occurrence or transaction, which gave rise to the claim asserted.

Date:

Time:

Place:

Tell What Happened (give complete information):

All this information is attached on another sheet

NOTE: Attach any photographs you may have regarding this claim.

4 Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.

All of this information is attached on another sheet

5 Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.

All of this information is attached on another sheet

6 The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.

All of this information is attached on another sheet

Date: 10:30 PM

Time: 10/9/2023

Signature: [Signature]

ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!

Ashley Nichols

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Section 2

All of my employees have been affected by this project and are witness to what it has done to business. Our UPS and FedEx drivers have also been witnessing to the lack of access, closed days, having to leave tags or send things back. If you need names and numbers let me know.

Section 3

Date. Time. Place:

The work is being done on Ham Lane by STUPD. Ham lane is where my employee parking, customer parking, and main shop entrance is located. The road leading into Ham Lane is small and narrow, you can hardly fit 2 cars at the entrance (one leading in from highway 50 and one going out) which makes it impossible to safely get in and out of when there is work being done, when there is a hole in the road, or strange materials, cones, or men working in holes. The work has been off and on for weeks, beginning in mid-September and continuing into October.

September 14th we closed early

September 19th, we closed completely.

September 20th there was a “road closed to thru traffic sign up” we closed the shop that day

September 26th- September 28th there were holes dug up in the driveway, halfway exposed with cones left over the holes. The driveway entrance had pieces of material sticking out of the ground, cones around it. There were work trucks parked all over the lot, and people in and out all day, basically making it a non-inviting/unsafe atmosphere for the customers to pull their cars into. It was a construction zone for 3 days. We lost entire days sales on all those days.

October 2nd- closed completely

October 3rd- 8th work going on throughout the week, trucks in and out, holes exposed,

October 9th- closed completely, no access to the road, “closed signs” posted in front of Ham Ln

October 10th – we will most likely be closed, given there are 3 giant holes in the driveway. TBA

*No ETA on the completion date**

What Happen:

When this project started, we were told it would last a couple weeks and that it would not block access to our business. Instead, this project has lasted for 3+ weeks and access to our business has been completely blocked for 8 full days and unsafe/undesirable for our customers during the entire project, which has lasted 17 days so far. Our parking lot has turned into a construction site, with tractors and semi-trucks, work trucks, material delivery, staged and stations trucks (multiple at once) cones and holes in the ground. Some days the project has completely closed our road, or access to our road (which is where our front entrance is, where our customers and employees park) This past week the holes in the ground in the parking lot have been left half covered, and half of the driveway entrance has been blocked with exposed materials sticking out of the ground in the front entrance. For weeks, there have been STUPD workers and equipment in and out of

our parking lot. Taking up the entire parking lot with their work vehicles and equipment, holes in the ground all the way from the front to the rear of the lot, cones blocking the entrance and the parking spots, tools and tractors running, the scene is not inviting and people do not stop to come in, additionally the road has been completely blocked to the public.

Section 4

September is historically one of our slowest months out of the year, so being closed is a great loss for us. We have a very high rent payment on the building and are only able to maintain that and payroll with daily sales this time of year. Our employees are already working minimal hours until the snow season picks up and losing these hours has been very hard on them. As we continue losing sales and having to close the shop, we are reaching a point where we cannot keep up with our financial obligations because every day counts so much to our ability to survive. The loss is adding up quickly. I am asking for this claim to be split into 2 claims: September and October so that we can make payroll this week and be able to pay obligations we are unable to make due to no fault of our own.

Moving into October: same scene as I described above, but the loss is calculating much faster because October is usually when we start selling snow gear and sales are higher than September. In addition, our mail, UPS, FedEx delivery drivers do not have access to the road and/or we have had to close and miss out on deliveries, some even being sent back to our vendors. October is our biggest month of receiving winter inventory shipments, so being there to receive them, input them and get the product on the floor is super important to our business.

Section 5

No employee is at fault. It's a matter of our customers losing access to our business for weeks on end with no financial compensation.

Section 6

Our average daily sales for previous Septembers (2022 and 2021) were \$1,833
We were forced to be closed for 6 full days in September due to this project, averaging \$1,833 per day which totals \$11,000 for September loss of sales, this still puts us below our Average monthly total for September.

On average our daily sales for previous Octobers (2022 and 2021) were \$2,450 and we are down \$14,823.60 so far this month, not including October 10th, which from the looks of things we will be closed completely. This is the first October in 4 years we have not sustained very consistent sales. The daily loss is getting unmanageable. Being closed COMPLETELY right now due to this project is very hard on our business, and we cannot sustain even one more day like this.

We estimate our total loss so far (including October 10th if we are forced to close) to be \$28,273. I am not sure how much longer this project will continue, so its hard to estimate total loss until it is complete. I am asking for the loss of sales, because without sales our small business is unsustainable. I am asking for some sort of grace with an expedited pay out even if it's a partial amount if my business is forced to be closed and make no money day after day, so that I can pay my employees and my bills, utilities, vendors....everyone waiting to be paid.













12:31

Search



camera 10@161406024



camera 10@161406024

Camera 10



2023-10-02



18:04:04



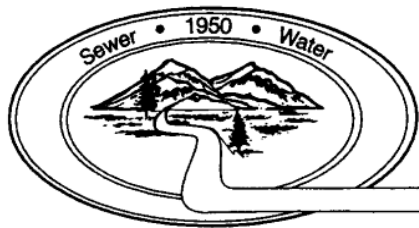






General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
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 12a

TO: Board of Directors

FROM: Ryan Lee, Manager of Customer Service

MEETING DATE: October 19, 2023

ITEM – PROJECT NAME: Conference with Legal Counsel – Potential Litigation

REQUESTED BOARD ACTION: Direct staff

DISCUSSION: Pursuant to Government Code Section 54956.9(d)(2) of the California Government code, Closed Session may be held for a conference with legal counsel (one case) Claim of Ashely Nichols.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

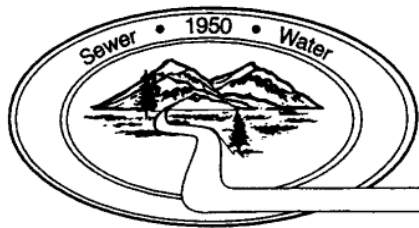
CATEGORY: General

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AA NO _____

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
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 12b

TO: Board of Directors
FROM: Paul Hughes, General Manager
MEETING DATE: October 19, 2023
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

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

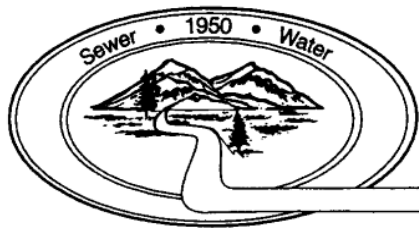
CATEGORY: General

GENERAL MANAGER: YES PAH NO _____

CHIEF FINANCIAL OFFICER: YES PAH NO _____

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
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 12c

TO: Board of Directors
FROM: Paul Hughes, General Manager
MEETING DATE: October 19, 2023
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: False Claims Act Case: United States, the States of California, Delaware, Florida, Nevada, and Tennessee and the Commonwealths of Massachusetts and Virginia ex rel. John Hendrix v. J-M Manufacturing Company, Inc. and Formosa Plastics Corporation, U.S.A., Civil Action No. ED CV06-0055-GW, United States District Court for the Central District of California.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES PH NO _____

CHIEF FINANCIAL OFFICER: YES PH NO _____