



SOUTH TAHOE PUBLIC UTILITY DISTRICT
REGULAR BOARD MEETING AGENDA
Thursday, June 6, 2024 - 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

Andrea Salazar, Chief Financial Officer

1. **CALL TO ORDER REGULAR MEETING – PLEDGE OF ALLEGIANCE** (At this time, please silence phones and other electronic devices so as not to disrupt the business of the meeting.)
2. **COMMENTS FROM THE PUBLIC** (This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the District. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted five minutes.)
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. California Uniform Public Construction Cost Accounting Act (CUPCCAA or UPCCAA)
(Andrea Salazar, Chief Financial Officer)
(1) Approve Resolution 3281-24 electing to become subject to the Uniform Public Construction Cost Accounting Procedures; (2) Enact Ordinance No. 590-24 which adds new Administrative Code Section 8, Uniform Construction Cost Accounting Act; (3) Approve Public Works Construction Purchasing Policy; and (4) Approve Maintenance and Non-Public Works Purchasing Policy.
 - b. 2024 Baseline Cathodic Protection Survey and Corrosion Evaluation Planning Project
(Megan Colvey, Senior Engineer)
1) Approve the proposed Scope of Work from V&A Consulting Engineers, Inc. for the 2024 Baseline Cathodic Protection Survey and Corrosion Evaluation Planning Project; and 2) Authorize the General Manager to execute Task Order No. 1 to the Master Services Agreement with V&A Consulting Engineers, Inc. in the amount of \$244,762.

- c. Rebuild of 1,000 horsepower Motor for Luther Pass Pump Station
(Chris Stanley, Manager of Field Operations)
1) Authorize an exception to competitive bidding procedures due to special circumstances; 2) Authorize a Contract between the District and Codale Electric Supply for the rebuilding of a motor in the amount of \$83,887.51 plus tax.
 - d. Union Memorandum of Understanding effective June 20, 2024
(Liz Kauffman, Human Resources Director)
Approve Union Memorandum of Understanding for the term of June 20, 2024, through June 27, 2029.
 - e. Management Memorandum of Understanding effective June 20, 2024
(Liz Kauffman, Human Resources Director)
Approve Management Memorandum of Understanding for the term of June 20, 2024, through June 27, 2029.
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. Customer Assistance Program (Ryan Lee, Customer Service Manager)
 - b. Senate Bill 1439 Training (Attorney Collins)
10. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)
11. **NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**
- Past Meetings/Events**
05/16/2024 – 2:00 p.m. Regular Board Meeting at the District
05/27/2024 – Memorial Day Holiday District Offices Closed
- Future Meetings/Events**
06/12/2024 – 10:00 a.m. El Dorado Water Agency Meeting in Placerville
06/18/2024 – 3:30 p.m. Operations Committee Meeting at the District
06/19/2024 – Juneteenth Holiday District Offices Closed
06/20/2024 - 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 Section 54956.9(d)(1) of the California Government code, Closed Session may be held for conference with legal counsel regarding existing litigation: Yolo County Superior Court Case CV 2021-1686, Alpine County vs. South Tahoe Public Utility District; et al.
 - b. Pursuant to Government Code Section 54957.6(a)/Conference with Labor Negotiators re: Memorandum of Understanding with Stationary Engineers, Local 39. Present at this Closed Session will be Agency Negotiators: Paul Hughes, General Manager; Andrea Salazar, Chief Financial Officer; Liz Kauffman, Human Resources Director.
 - c. Pursuant to Government Code Section 54957.6(a)/Conference with Labor Negotiators re: Memorandum of Understanding with Management Group. Present at this Closed Session will be Agency Negotiators: Paul Hughes, General Manager; Andrea Salazar, Chief Financial Officer; Liz Kauffman, Human Resources Director.

ADJOURNMENT (The next Regular Board Meeting is Thursday, June 20, 2024, at 2:00 p.m.)

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

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

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

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



SOUTH TAHOE PUBLIC UTILITY DISTRICT
CONSENT CALENDAR
Thursday, June 6, 2024

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. ANNUAL ADOPTION OF STATEMENT OF INVESTMENT POLICY

(Greg Dupree, Accounting Manager)

Adopt Resolution No. 3279-24, (supersedes Resolution No. 3249-23) adopting recommended changes to the Statement of Investment Policy.

c. SEWER ENTERPRISE 2024/25 APPROPRIATIONS SUBJECT TO LIMITATION

(Greg Dupree, Accounting Manager)

Adopt Resolution No. 3280-24 setting the limitation on Appropriations for Fiscal Year 2024/2025.

d. LIABILITY CLAIM AGAINST SOUTH TAHOE PUBLIC UTILITY DISTRICT RECEIVED FROM DOUG CORSON

(Ryan Lee, Customer Service Manager)

Reject the Claim against South Tahoe Public Utility District for losses allegedly sustained by Doug Corson.

e. ISSUANCE OF SPECIAL USE PERMIT FOR WOLLYSTAR MUSIC FESTIVAL SECONDARY EMERGENCY EGRESS ROUTE

(Adrian Combes, Director of Operations)

Approve issuance of a Special Use Permit to Avery Hellman to allow attendees of the Woollystar Music Festival to use an existing unimproved road across a portion of Diamond Valley Ranch in the event of an emergency.

f. PALOMA WELL REHABILITATION PROJECT - REBID

(Mark Seelos, Water Resources Manager)

1) Approve Modified Change Order No. 5 to Zim Industries, adding 59 days and deducting \$70,755 from the Contract total; and 2) Authorize the General Manager to execute Change Order No. 5.

g. 2024/25 POLYMER CONTRACT EXTENSION

(Aaron Buckman, Manager of Plant Operations)

Authorize the Contract extension option with Solenis LLC for Fiscal Year 2024/25 for emulsion polymer supplies delivered in the estimated amount of \$136,620 plus tax.

h. 2024/2025 BULK SODIUM HYPOCHLORITE SUPPLIES

(Aaron Buckman, Manager of Plant Operations)

Award a Contract for Fiscal Year 2024/2025, for bulk supply Sodium Hypochlorite pursuant to the one-year option to extend, to Olin Corporation dba Olin Chlor Alkali Products, in the estimated amount of *\$374,457 including sales tax and U.S. Superfund Excise Tax Surcharge.

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

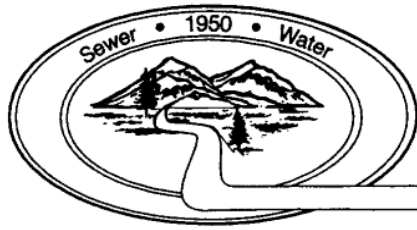
Receive and file Payment of Claims in the amount of \$2,647,080.18

j. REGULAR BOARD MEETING MINUTES: May 16, 2024

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

Approve May 16, 2024, Minutes

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 4a

TO: Board of Directors

FROM: Paul Hughes, General Manager

MEETING DATE: June 6, 2024

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:

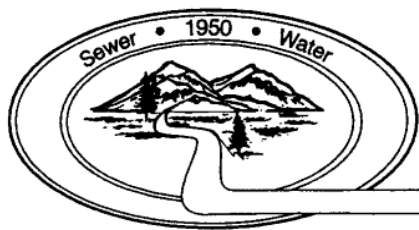
CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
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South Tahoe Public Utility District

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BOARD AGENDA ITEM 4b

TO: Board of Directors

FROM: Greg Dupree, Accounting Manager

MEETING DATE: June 6, 2024

ITEM – PROJECT NAME: Annual Adoption of Statement of Investment Policy

REQUESTED BOARD ACTION: Adopt Resolution No. 3279-24, (supersedes Resolution No. 3249-23) adopting recommended changes to the Statement of Investment Policy.

DISCUSSION: The current Investment Policy was adopted June 1, 2023. The Policy requires annual review and adoption by the Board of Directors. The District Investment Advisor, PFM Asset Management LLC, has conducted a review of the Policy and has recommended changes as outlined in the attached PFM Memorandum.

SCHEDULE: Adopt Resolution No. 3279-24

COSTS: \$0

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3279-24, PFM Memorandum, and Statement of Investment Policy Redline

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES PA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

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RESOLUTION NO. 3279-24

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH TAHOE PUBLIC UTILITY DISTRICT
ADOPTING A STATEMENT OF INVESTMENT POLICY AND
SUPERSEDING RESOLUTION NO. 3249-23**

BE IT RESOLVED, by the Board of Directors of the South Tahoe Public Utility District,
County of El Dorado, State of California, as follows:

WHEREAS, the South Tahoe Public Utility District enters into various investments
from time to time on behalf of the District as permitted by the California Government
Code and the District's Investment Policy; and,

WHEREAS, the South Tahoe Public Utility District staff wish to update the
Statement of Investment Policy to enhance the South Tahoe Public Utility District's
opportunities for prudent and systematic investments, to delegate the Chief Financial
Officer as the investment officer of the District, and to update certain language
according to the California Government Code; and,

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the South Tahoe
Public Utility District that;

The attached Statement of Investment Policy is hereby adopted and becomes a
part of this Resolution by reference herein.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing
Resolution was duly and regularly adopted and passed by the Board of Directors of the
South Tahoe Public Utility District at a regular meeting duly held on the 6th day of
June 2024, by the following vote:

AYES:

NOES:

ABSENT:

David Peterson, Board President
South Tahoe Public Utility District

ATTEST:

Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District

Memorandum

To: Andrea Salazar, Chief Financial Officer
Greg Dupree, Accounting Manager
South Tahoe Public Utilities District

From: Monique Spyke, Managing Director
Allison Kaune, Senior Analyst
PFM Asset Management LLC

RE: Investment Policy Review

PFM Asset Management LLC has completed its review of the South Tahoe Public Utilities District 2023 Investment Policy (the “Policy”). This year we are recommending Policy changes in response to a change to California Government Code (the “Code”) that went into effect on January 1, 2024. Below, we have summarized the Code change resulting in Policy recommendations and the Policy edits we suggest. We have also attached a marked-up version of the District’s Policy to illustrate our recommendations.

Senate Bill 882, also known as the Local Government Omnibus Act of 2023, passed in September 2023 and went into effect on January 1, 2024. This bill made a number of changes to Code, including one change to Code section 53601, the section of Code that governs the investment of public funds. Language was added to Code Section 53601(o), the subdivision that allows investment in assets-backed and mortgage-backed securities, to state that securities allowed under 53601(o) that are issued by the U.S. Treasury, federal agencies, or United States government-sponsored enterprises are exempt from the credit and diversification requirements included in 53601(o).

To address the new Code language, we are suggesting edits to Policy section *VIII. Permitted Investments, subdivision P*. This edit does not change what we are allowed to purchase on the District’s behalf nor the management of your portfolio.

Please let us know if you have any questions and if you’d like to schedule a call to discuss our review.

SOUTH TAHOE PUBLIC UTILITY DISTRICT STATEMENT OF INVESTMENT POLICY

I Statement of Intent

This statement of investment policy is adopted to establish an overall policy and procedures for the management and investment South Tahoe Public Utility District's funds available for investment. This policy is effective as of its adoption by the Board of Directors. It will be reviewed by the Board and readopted at least once each year.

II Scope of Policy

This policy covers all funds and investment activities under the direct authority of the District. It does not cover funds related to funds held in a trust for retiree pension or medical benefits or District borrowing. The investments for debt issues are controlled by documents related to each debt issue.

III Objectives

The investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The District's primary investment objectives, in order of priority, shall be:

A Safety

Safety of principal is the foremost objective of the District. Investments shall be made in a manner that first seeks to ensure the preservation of capital in the overall portfolio. And, second seeks to minimize capital losses, whether they be from securities defaults or erosion of market value.

B Liquidity

The investment portfolio shall be structured to provide sufficient liquidity to enable the District to meet its cash flow requirements. An adequate percentage of the portfolio should be maintained in liquid short-term securities, which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or retail markets are highly recommended. Emphasis is on marketable securities with low sensitivity to market risk.

C Yield

The investment program shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow considerations. Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

IV Prudence

The District adheres to the guidance provided by the "prudent investor rule," which states that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like

capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Authorized individuals acting in accordance with this Policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion.

V Delegation of Authority

The Board of Directors has delegated management responsibility for the investment program to the Chief Financial Officer, who is designated as the Investment Officer of the District. This delegation is for a one-year period. Subject to review, the Board may renew the delegation of authority each year. In the Chief Financial Officer's absence, the Accounting Manager shall act as the Investment Officer. The Chief Financial Officer shall develop and maintain administrative procedures for the operation of the investment program, consistent with this investment policy.

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

VI Internal Controls

The Chief Financial Officer shall establish a system of internal controls, which shall be reviewed annually by the independent auditor. The controls shall be designed to prevent loss of public funds arising from fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Controls deemed most important include: minimization of opportunities for collusion, separation of duties, separating transaction authority from accounting and record keeping, custodial safekeeping, avoidance of bearer-form securities, specific limitation regarding securities losses and remedial actions, written confirmation of all transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and proper review and approval of brokerage accounts and investment transactions.

VII Reporting

The Investment Officer, or her designee, shall submit a monthly investment report to the Board of Directors. The monthly report shall be submitted within 45 days following the end of the month covered by the report. The monthly reports shall include all investments held by the District, and/or under the management of any outside party and shall include: a list of security transactions; the type of investment; issuer; date of maturity; par and dollar amount invested on all securities; current market value on all securities (including the source of this valuation); a statement that the portfolio is in compliance with this Policy or the manner in which it is not in compliance; and, a statement that the District has the ability to meet its expenditure requirements for the next 6 months or an explanation as to why sufficient money may not be available.

VIII Permitted Investments

Sections 53600 et. seq. of the California Government Code provide basic investment limits and guidelines for government entities. Within the investments permitted by the Government Code, the District seeks to further restrict eligible investments as provided below. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters shall take precedence. The Investment Officer shall invest District moneys as directed by this Policy and only in the investments specifically authorized in this section. Where this Policy specifies a percentage limitation for a particular security type or issuer, that percentage is applicable at the time the security is purchased. Credit criteria listed in this section refers to the credit rating at the time the security is purchased. For purposes of compliance with this Policy, an investment's term or remaining maturity shall be measured from the settlement date to final maturity. A security purchased in accordance with this section shall not have a forward settlement date exceeding 45 days from time of investment.

A U.S. Treasury Instruments

United States Treasury notes, bonds, bills or certificates of indebtedness, or those for which the full faith and credit of the United States is pledged for payment of principal and interest.

B Federal Agency and Instrumentality Securities

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

The District should target a maximum allocation of 25% to callable Federal agency securities.

C State of California Municipal Obligations

Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state. Eligible investments shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent, or better by one or more nationally recognized statistical-rating organization (NRSRO).

D Other 49 States Municipal Obligations

Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. Eligible investments shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent, or better by at least one NRSRO.

E California Local Agency Municipal Obligations

Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency,

or by a department, board, agency, or authority of the local agency. Eligible investments shall be rated in a rating category of “A” for long-term, “A-1” for short-term, their equivalent, or better by at least one NRSRO.

F U.S. Corporate Debt

Medium-term notes, defined as all corporate and depository institution securities with a maximum remaining maturity of five (5) years or less, issued by corporations organized and operating within the United States or depository institutions licensed by the United States or any state and operating within the United States. Eligible investments shall be rated in a rating category of “A” or the equivalent or better by at least one NRSRO. A maximum of 30% of the District’s portfolio may be invested in this category.

G Negotiable Certificates of Deposit

Negotiable certificates of deposit (CDs) issued by a nationally or state-chartered bank or a state or federal association or by a federally- or state-licensed branch of a foreign bank. Eligible investments shall be rated in a rating category of “A” for long-term, “A-1” for short-term, their equivalent, or better by at least one NRSRO. A maximum of 30% of the District’s portfolio may be invested in this category.

H Commercial Paper

Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria: (i) Is organized and operating within the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated in a rating category of “A” or higher, or the equivalent, by a NRSRO.

(2) The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated “A-1” or higher, or the equivalent, by a NRSRO.

Eligible commercial paper shall have a maximum of 270 days or less. A maximum of 25% of the District’s portfolio may be invested in this category.

I Bank Deposits

FDIC insured or fully collateralized demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits in state or national banks located in California. As required by Government Code §53649, the District shall have a signed contract with each financial institution with the District’s funds on deposit. Any financial institution accepting the District’s funds for deposit must comply with the requirements of Government Code

§53630 et seq., including collateralization of deposits. The District may waive the collateralization requirements for any portion of the deposit that is covered by Federal deposit insurance. To be eligible to receive District deposits, the financial institution must have received a minimum overall rating “satisfactory” in its most recent evaluation of its record of meeting the credit needs of California communities, as required by Government Code §53635 et. seq. A maximum of 20% of the District’s portfolio may be invested in time certificates of deposit.

J Bankers’ Acceptances

Bankers’ acceptances which are otherwise known as bills of exchange or time drafts that are drawn on and accepted by a domestic commercial bank. Purchases are limited to issuers whose short-term debt is rated at least A-1/P-1. Bankers’ acceptances cannot exceed a maturity of 180 days. A maximum of 40% of the District’s portfolio may be invested in this category.

K State of California’s Local Agency Investment Fund (LAIF)

If the District has funds invested in LAIF, the District shall maintain on file LAIF’s current investment policy and its requirements for participation, including limitations on deposits and withdrawals. In addition, the District’s shall review annually investment policies of LAIF to ascertain that its funds are invested in accordance with the District’s investment objectives. Furthermore, the District shall review the provisions of these investment policies requiring internal controls on the investment process to ascertain that there is a division of responsibility in the investment procedures.

L California Asset Management Trust

A California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California. CAMP must be rated “AAAm” to be eligible for investment of District funds.

M Money Market Funds

Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 and following). The company shall have met either of the following criteria: (a) attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations and (b) retained an investment adviser registered or exempt from registration with the SEC with not less than five (5) years’ experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000). A maximum of 20% of the District’s portfolio may be invested in this category.

N El Dorado County Pool

The District shall review at least annually the El Dorado County investment pool to ascertain that its funds in these pools are invested in accordance with the District’s investment objectives. The District shall also review the provisions of these investment policies requiring internal controls on the investment process to ascertain that there is a division of responsibility in the investment procedures.

O Supranationals

United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA", its equivalent, or better by at least one NRSRO. Purchases of supranationals shall not exceed 30% of the investment portfolio of the District.

P Asset –Backed Securities

Mortgage passthrough securities, collateralized mortgage obligations, mortgage-backed or other pay-through bonds, equipment lease-backed certificates, consumer receivable passthrough certificates, or consumer receivable-backed bonds. ~~of a maximum remaining maturity of five years' or less. For Securities~~ securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in subdivision A or B of this Policy section, the following limitations shall apply: (1) The security shall be rated in a rating category of "AA" or its equivalent or better by at least one NRSRO and have a maximum remaining maturity of five years or less. (2) Purchase of securities authorized by this subdivision may not exceed 20% of the District's total portfolio.

IX Prohibited Investments:

Investments by the District in securities permitted by the California Government Code, but not specifically approved by this investment policy are prohibited without the prior approval of the Board. The District is prohibited from buying on margin or from speculative buying. Furthermore, the District is prohibited from investing in equity-linked securities or from entering into financial futures contracts, options, or swaps. However, the District may purchase U.S. government securities which are discount or securities bearing interest.

In accordance with California Government Code §53601.6, the District shall not invest in inverse floaters, range notes, mortgage derived interest-only strips, or any security that could result in zero interest accrual if held to maturity.

Notwithstanding the prohibition in the preceding paragraph, the District may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. The District may hold these instruments until their maturity dates. Purchase of this investment type shall be allowed only until January 1, 2026, and as of that date is repealed.

X Term of Investments

The term of any investment may not exceed five years without express authority from Board of Directors received at least 90 days preceding the investment purchase.

XI Diversification

The investment portfolio shall be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. The portfolio shall also be diversified with respect to the term of individual investments purchased by the District. In addition to the percentage limitations specified in Section VIII Permitted Investments, the maximum amount of the portfolio the District may invest with any one issuer, regardless of sector, is 10%, excluding U.S. Treasuries, Federal Agencies, and pooled investments.

XII Credit Rating Changes

In the event a security held by the District is subject to a rating change that brings it below the minimum credit ratings specified in this Policy, the Investment Officer should disclose such information in the monthly investment report.

XIII Safekeeping

All cash and securities in the District's portfolio, including those that are being managed by the Investment Officer, shall be held in safekeeping in the District's name by a third party bank trust department, acting as agent for the District under the terms of a custody agreement executed by the bank and the District.

All securities will be received and delivered using standard delivery versus payment (DVP) procedures, the District's safekeeping agent will only release payment for a security after the security has been properly delivered. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; and, (ii) money market mutual funds, since the purchased securities are not deliverable.

XIV Securities Dealers

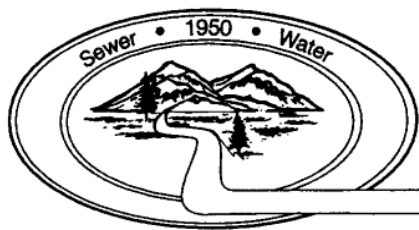
The District has authorized the Investment Advisor to use broker/dealers, which the Investment Advisor has selected in accordance with its written selection policy. The Investment Officer may also use broker/dealers meeting credit worthiness standards established by the Investment Officer.

XV Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Such employees and investment officials shall disclose to the District Board and the General Manager any material financial interests in financial institutions that conduct business within the District, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the District's portfolio.

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: June 6, 2024

ITEM – PROJECT NAME: Sewer Enterprise 2024/2025 Appropriations Subject to Limitation

REQUESTED BOARD ACTION: Adopt Resolution No. 3280-24 setting the limitation on Appropriations for Fiscal Year 2024/2025.

DISCUSSION: This is the District's annual Resolution called for by Constitutional Amendment XIII B. The limitation on Appropriations for Fiscal Year 2024/25 is \$104,297,010. The Sewer Enterprise Fund budget for Fiscal Year 2024/25 appropriates \$44,552,777. As such, the District is \$59,744,233 below the state mandated spending limit.

SCHEDULE: Adopt Resolution 3280-24 June 6, 2024

COSTS: \$0

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3280-24 and a calculation of permitted appropriation growth rate

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

1 **RESOLUTION NO. 3280-24**

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

4 **ADOPTING THE SEWER ENTERPRISE FUND APPROPRIATIONS SUBJECT**
5 **TO LIMITATION AND PROCEEDS OF TAXES FOR FISCAL YEAR 2024/25**

6
7 **WHEREAS**, the people of the State of California have elected to approve
8 Constitutional Amendment XIII B, and the Legislature of the State of California has voted
9 to adopt Senate Bill No. 1352, which implements Constitutional Amendment XIII B, setting
10 the method of computing annual appropriations subject to limitation of local non-
11 residential construction and population; and,

12 **WHEREAS**, the Directors selected the change in per capital personal income;
13 and,

14 **WHEREAS**, such legislation sets the base year for this computation as Fiscal Year
15 1978/79; and,

16 **WHEREAS**, such legislation required documentation setting such appropriation
17 limitations shall be available to the public fifteen days prior to the adoption of this
18 Resolution; and,

19 **WHEREAS**, on May 8, 2024, such documentation was made public.

20 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the South
21 Tahoe Public Utility District does find and declare that the appropriations subject to
22 limitation for Fiscal Year 2024/25 are \$44,552,777; and that for Fiscal Year 2024/25, the
23 proceeds of taxes as defined in the enabling statutes are: \$8,076,371; and that the
24 increase in proceeds of taxes over the appropriations subject to limitations is: \$-0.

25 **WE, THE UNDERSIGNED**, do hereby certify that the above and foregoing
26 Resolution No. 3280-24 was duly and regularly adopted and passed by the Board of
27 Directors of the South Tahoe Public Utility District at a Regular meeting held on the 6th
28 day of June 2024, by the following vote:

29 AYES:

30 NOES:

ABSENT:

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David Peterson, Board President
South Tahoe Public Utility District

ATTEST:

Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District

SOUTH TAHOE PUBLIC UTILITY DISTRICT

Permitted Growth Rate in Appropriations for 2024-25

Appropriation Limitation 2023-24

\$100,401,434

Increase In CA Per Capita Personal Income

$$\frac{3.62 + 100}{100} = 1.0362$$

Increase In Population
El Dorado County

$$\frac{0.26 + 100}{100} = 1.0026$$

Change Ratio 1.0362 x 1.0026

x 1.0388

Appropriations Limitation for 2024-25

\$104,297,010

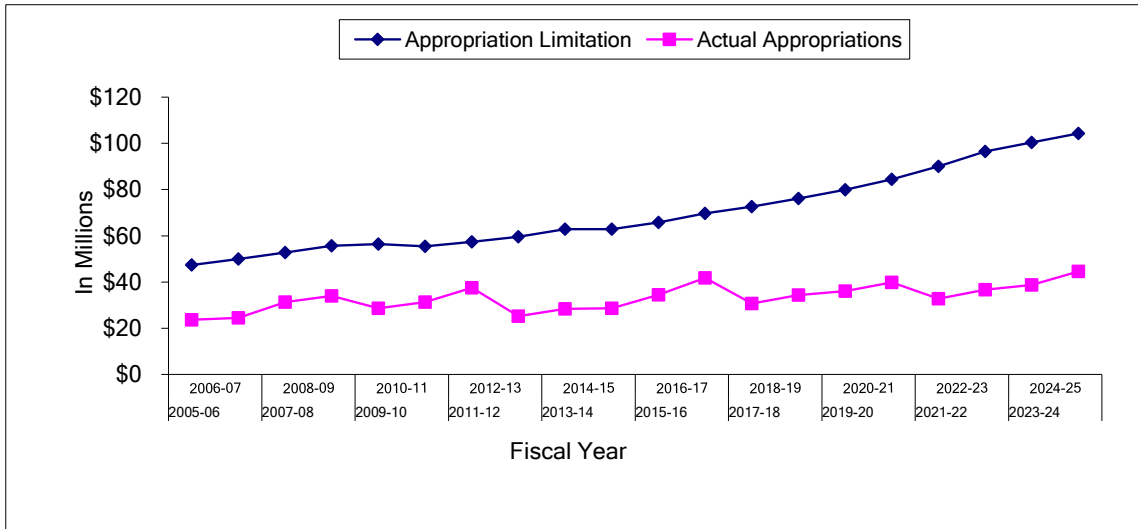
Actual Appropriations 2024-25

\$44,552,777

Limitation Exceeding Actual Appropriations 2024-25

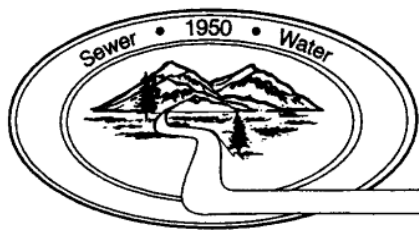
\$59,744,233

Historical Appropriations Limitations & Proceeds Of Taxes



2024-25 Actual Appropriations:

Cash Expenditures	\$44,552,777
Depreciation	<u>\$5,558,490</u>
Total Expenditures	\$50,111,267



South Tahoe Public Utility District

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BOARD AGENDA ITEM 4d

TO: Board of Directors

FROM: Ryan Lee, Customer Service Manager

MEETING DATE: June 6, 2024

ITEM – PROJECT NAME: Liability Claim Against South Tahoe Public Utility District
Received from Doug Corson

REQUESTED BOARD ACTION: Reject the Claim against South Tahoe Public Utility District for losses allegedly sustained by Doug Corson.

DISCUSSION: The Claimant, Doug Corson, filed a Claim against the District on May 20, 2024, for alleged damages related to potential erosion from his property onto a neighboring District-owned property. One of the District's groundwater wells is located next to Mr. Corson's property. In performing snow removal operations on the District's property last winter, District staff damaged a District-owned wooden landscape border designed to prevent erosion. Mr. Corson's claim states a concern that this damage on the District's property will lead to dirt from his property eroding under his fence and onto the District's lot in the future.

The JPIA has reviewed this Claim and recommends that the District reject the Claim on the grounds that Mr. Corson has not suffered any damages related to this Claim at this point. Although Mr. Corson's Claim alleges the possibility of future erosion impacting his land, erosion has not occurred at this time. The District is currently in the process of repairing the damaged landscape border and shoring up the dirt abutting Mr. Corson's land to ensure that there is no erosion from his property in the future. District staff also intends to install snow stakes to prevent damage to the landscape border during future snow removal operations.

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.

SCHEDULE: Upon Board Recommendations

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Corson Claim for Damages

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water / Sewer

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS 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	<p>Claimant name, address (mailing address if different), phone number, social security number, e-mail address, and date of birth. <i>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.</i></p> <table style="width: 100%; border: none;"> <tr> <td style="border: none;">Name: <u>Doug COVSON</u></td> <td style="border: none;">Phone Number: [REDACTED]</td> </tr> <tr> <td style="border: none;">Address(es): <u>South Lake Tahoe</u></td> <td style="border: none;">Social Security No.: [REDACTED]</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">Date of Birth: [REDACTED]</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">E-mail: [REDACTED]</td> </tr> </table>	Name: <u>Doug COVSON</u>	Phone Number: [REDACTED]	Address(es): <u>South Lake Tahoe</u>	Social Security No.: [REDACTED]		Date of Birth: [REDACTED]		E-mail: [REDACTED]
Name: <u>Doug COVSON</u>	Phone Number: [REDACTED]								
Address(es): <u>South Lake Tahoe</u>	Social Security No.: [REDACTED]								
	Date of Birth: [REDACTED]								
	E-mail: [REDACTED]								
2	<p>List name, address, and phone number of any witnesses. <u>NO</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Phone Number: _____</p>								
3	<p>List the date, time, place, and other circumstances of the occurrence or transaction, which gave rise to the claim asserted.</p> <p>Date: <u>3/20/24</u> Time: <u>?</u> Place: <u>Drive at well house next to [REDACTED]</u></p> <p>Tell What Happened (give complete information):</p> <p><u>I live at [REDACTED] next to your well house. This winter your plow damaged and removed landscape boarder that's on your property. there is a foot elevation change all the dirt on my property is eroding onto your property. Looks like 30 feet 12 inches high boarder. I sent E-mail 30 days ago see attached</u></p> <p style="text-align: center;">NOTE: Attach any photographs you may have regarding this claim.</p>								
4	<p>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.</p> <p> </p>								
5	<p>Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.</p> <p style="text-align: center;"><u>STPD</u></p>								
6	<p>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.</p> <p style="text-align: center;"><u>N/A</u></p>								
<p>Date: <u>5/16/24</u> Time: <u>1:24</u> Signature: <u>[Signature]</u></p>									
ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!									

Diana Cervantes

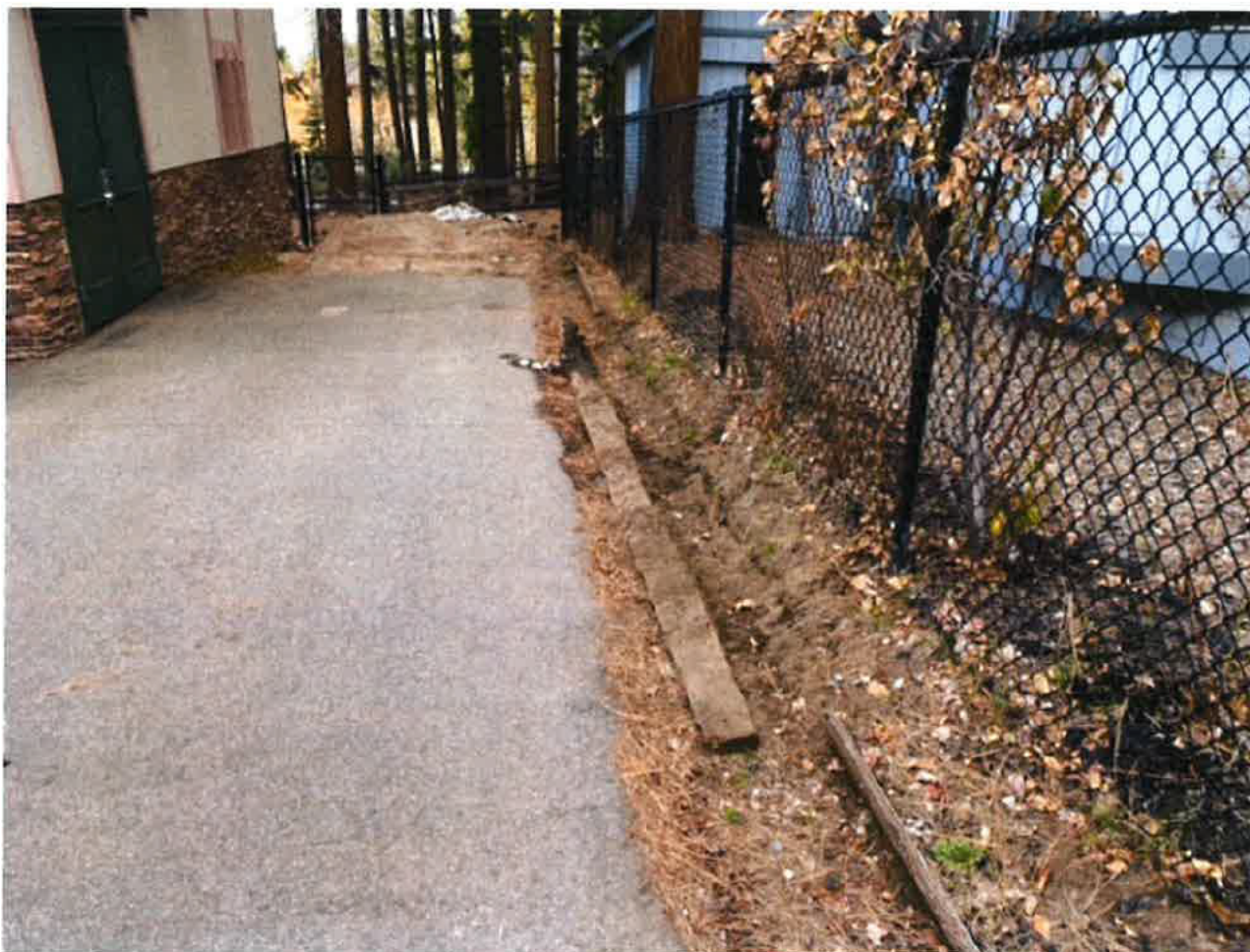
From: Doug Corson [REDACTED]
Sent: Thursday, April 18, 2024 3:31 PM
To: Diana Cervantes
Subject: Re: South Tahoe PUD

i This message needs your attention

- This is a personal email address.

Report or Mark as Safe

Powered by Mimecast





Hello, my name is Doug Corson. I live at [REDACTED], Southlake Tahoe next to your well house this winter your plows damaged and removed landscape border that's on your property but it affects my property. There's approximately 1 foot elevation change, and all the dirt on my property is going to run onto the driveway at the well house there will be erosion with the dirt eroding on to you property .Looks like it's about 30 feet and 12 inches high. Please respond to me and let me know you receive this. My cell phone is [REDACTED] thank you.
Doug Corson
Doug Corson

On Apr 18, 2024, at 3:08 PM, Diana Cervantes <dcervantes@stpud.us> wrote:

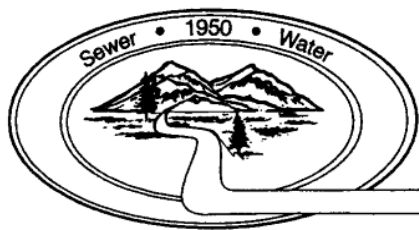
Hi Doug,

Per our conversation, here is a follow up email.

Diana Cervantes

Customer Service Representative

South Tahoe Public Utility District
530.543.6223 Direct Phone | 530.541.0614 Fax |
<image001.png>
1275 Meadow Crest Drive



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 4e

TO: Board of Directors

FROM: Adrian Combes, Director of Operations

MEETING DATE: June 6, 2024

ITEM – PROJECT NAME: Issuance of Special Use Permit for Woollystar Music Festival
Secondary Emergency Egress Route

REQUESTED BOARD ACTION: Approve issuance of a Special Use Permit to Avery Hellman to allow attendees of the Woollystar Music Festival to use an existing unimproved road across a portion of Diamond Valley Ranch in the event of an emergency.

DISCUSSION: Avery Hellman ("Hellman") owns property adjacent and immediately north of the District's Diamond Valley Ranch ("DVR"). Hellman is holding a music festival on her property called Woollystar Music Festival ("Festival") scheduled for June 20, 21, 22 and 23, 2024. The maximum capacity for the Festival is 300 persons, including overnight camping on the Hellman property. 2024 is the third year of the festival, and the District issued an identical permit to Hellman in 2022 and 2023 without incident.

The County of Alpine, California, ("County") has issued a permit to Hellman for the Festival but is requiring Hellman to have a secondary emergency pedestrian egress route across an unimproved gravel road located on DVR. The emergency egress route across DVR would only be utilized in the event an emergency prevented utilization of the primary access/egress route to Carson River Road.

Staff recommends that the Board approve issuance of a Special Use Permit to Avery Hellman to allow attendees of the Woollystar Music Festival to use an existing unimproved road across a portion of Diamond Valley Ranch in the event of an emergency.

SCHEDULE: Upon Board Approval

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Special Use Permit

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

EMERGENCY EGRESS SPECIAL USE PERMIT

This Emergency Egress Special Use Permit ("Permit") is made and entered into on June 6, 2024 by and between the South Tahoe Public Utility District ("District"), a California public agency formed in 1950 pursuant to the Public Utility District Act, and Avery Hellman ("Permittee"), at South Lake Tahoe, California, with reference to the following facts and intentions:

A. The District is the owner of certain real property and improvements located in Alpine County, California, a portion of which is generally described as assessor parcel numbers 001-080-080, 001-080-085 and 001-080-086 and more particularly described in the map attached as Exhibit A, which is incorporated by this reference (collectively "District Property");

B. Permittee is the owner of certain real property and improvements located in Alpine County, California, generally described as assessor parcel number 001-080-036 and more particularly described in the map attached as Exhibit A, which is incorporated by this reference (collectively "Permittee Property");

C. Permittee is organizing, promoting and holding a music festival called Woollystar Music Festival ("Festival") at the Permittee Property on June 20 - 23, 2024;

D. The County of Alpine, California, ("County") is requiring Permittee to have an emergency egress from the Permittee Property across the District Property that exits onto Barber Road; and,

E. Permittee desires, and the District agrees to allow, Permittee the right to use a portion of the District Property pursuant to the terms and conditions of this Permit.

NOW, THEREFORE, the parties agree as follows:

1. Emergency Egress Right. The District grants Permittee the right to use an unimproved gravel road located on a portion of the District Property depicted on the attached Exhibit A ("Permitted Egress Route") pursuant to the terms and conditions of this Permit. Other than as expressly provided in this Permit, Permittee shall not have any other rights with respect to the District Property.

2. Term. The term of this Permit ("Term") shall commence on June 17, 2024 ("Commencement Date") and end on June 28, 2024 ("Termination Date"). The District shall have the right to terminate this Permit immediately upon Permittee's material breach of this Permit.

3. Possession. The District shall be deemed to have delivered possession of the Permitted Egress Route to Permittee and Permittee shall be deemed to have taken possession of the Permitted Egress Route as of the Commencement Date subject to the terms and conditions of this Permit.

4. Permit Fee. Permit is provided at no cost. Permittee previously paid for the development of Permit prior to first issuance in 2022.

5. Use of Permitted Egress Route.

5.1. Use. The Permitted Egress Route shall be only available for the Festival attendees' pedestrian emergency use from June 20, 2024 to June 23, 2024, and for no other use without the express written consent of the District which shall only be used for emergency egress from the Permittee Property if Permittee's primary access/egress route is not able to be utilized.

5.2. Delineation. Prior to commencement of the Festival, Permittee shall mark the Permittee Egress Route in a manner that clearly delineates the road for day and night use. Prior to the Termination Date, Permittee shall remove the marking of the Permitted Egress Route. Access from the Permittee Property to the Permitted Egress Route shall be posted with signage identifying it for emergency use only. Except as allowed by this Permit, Permittee shall not allow any of the Festival attendees to access the District Property or the Permitted Egress Route.

5.3. Compliance of Law. Permittee shall, at Permittee's sole cost and expense, comply with all applicable local, state and federal statutes, ordinances, rules, regulations, orders and requirements in effect that relate to the use of the Permitted Egress Route by Permittee.

5.4. Acceptance of Premises. The District has made no representation or warranty concerning the fitness for use or suitability for purpose of the Permitted Egress Route or the District Property, all of which are expressly disclaimed, and Permittee accepts the Permitted Egress Route "AS IS." The District expressly disclaims any representation or warranty or any liability or damage as to the Permitted Egress Route by the Festival attendees. Without limiting the above, Permittee shall bear the risk of the suitability of the Permitted Egress Route for Permittee's intended use from both an economic and liability bases and with respect to Permittee's use of the Permitted Egress Route.

5.5. Permittee's Conduct. The District shall have the right to require Permittee, its employees, contractors, consultants, vendors, invitees and agents, whom the District determines to be acting in a careless, unsafe or discourteous manner, to leave the Permitted Egress Route.

5.6. Prohibited Uses. In no event shall Permittee use the Permitted Egress Route in any manner which would, in the District's opinion, have an adverse effect on the Property or the present condition of the Property, or be incompatible with the District's preservation, protection, and restoration objectives of the District Property.

6. Maintenance and Operation/Surrender. Permittee agrees that it will, at all times during the Term, keep the Permitted Egress Route in good condition and repair. Permittee further agrees, on the last day of the Term or earlier termination of this Permit, to surrender the Permitted Egress Route in the same condition as when received and to remove all of Permittee's personal property from the Permitted Egress Route.

7. Right of Entry. The District and its authorized representatives may enter the Permitted Egress Route at any time for the purpose of inspecting the Permitted Egress Route and Permittee's use of and operations on the Permitted Egress Route. Permittee covenants and agrees that the District may enter the Permitted Egress Route at any time to make any necessary repairs to the Permitted Egress Route and perform any work desired by the District that does not unreasonably interfere with Permittee's use of the Permitted Egress Route or that the District may deem necessary to prevent waste or deterioration in connection with Permittee's use of the Permitted Egress Route.

8. Alterations and Improvements. Permittee shall not make any alterations or improvements to the Permitted Egress Route without the prior written consent of the District.

9. Indemnity and Liability.

9.1 To the fullest extent permitted by law, Permittee shall defend, indemnify and hold harmless the District, its elected officials, officers, employees, agents and contractors, from and against any and all claims, damages, losses, liabilities and expenses, including attorneys' fees, paralegal and legal fees and costs, which arise out of, relate to or result from, Permittee's acts or omissions, use of the Permitted Egress Route Permittee and its Festival attendees, or from this Permit, except as caused by the District's sole negligence or willful misconduct. In the event any action or proceeding is brought against the District, Permittee, upon notice from the District, shall defend the same at Permittee's sole cost and expense by legal counsel approved by the District. Permittee, as a material part of the consideration to the District, assumes all risk of damage to the Permitted Egress Route or injury to persons in, upon or about the Permitted Egress Route from any cause whatsoever except that which is caused by the failure of the District to observe any of the terms and conditions of this Permit and such failure has persisted for an unreasonable period of time after written notice of such failure, and Permittee waives all of its claims with respect thereof against the District.

9.2 Exemption from Liability. The District shall not be liable for injury to Permittee's business or any loss of income or for damage to the property of Permittee, Permittee's employees, invitees, Festival attendees, or any other person in or about the Permitted Egress Route, nor shall the District be liable for injury to the person or Permittee, Permittee's employees, Festival attendees, agents or contractors, whether such damage or injury is caused by or results from fire, explosion, electricity, gas, water, rain, or from any other cause, whether such damage or injury results from

conditions arising upon the Permitted Egress Route or the District Property, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible.

10. Insurance.

10.1. Commercial General Liability Insurance. Permittee shall, at its sole cost and expense, maintain in effect at all times during the Term, commercial general liability insurance which shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents, consultants or by anyone directly or indirectly employed by the insured. The amount of insurance should not be less than Two Million Dollars (\$2,000,000) combined single limit per occurrence coverage applying to bodily and personal injury and property damage.

10.2. Automobile Liability Insurance. Permittee shall, at its sole cost and expense, maintain in effect at all times during the Term, automobile liability insurance which shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents, consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance should not be less than Two Million Dollars (\$2,000,000) combined single limit per accident coverage applying to bodily and personal injury and property damage. Coverage shall insure all owned, nonowned and hired automobiles.

10.3. Endorsements. The commercial general liability and automobile liability insurance coverages required by this Permit shall include the following provisions and endorsements:

a. The South Tahoe Public Utility District and its elected officials, officers and employees will be a named or an additional insured in regard to liability.

b. Written notice shall be given to the District at least thirty (30) days prior to termination, suspension, voiding, cancellation or reduction of coverage in the policy, except if cancellation is for nonpayment of premiums, written notice shall be given to the District at least ten (10) calendar days prior to cancellation.

c. The insurance shall be primary as with respect to the interest of the named and/or additional insureds, any other insurance maintained by the named and/or additional insureds is excess and not contributing insurance.

d. The insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Permittee under this Permit.

e. Cross liability and severability of interest.

f. The insurer shall waive and all transfer rights of recovery (subrogation) it may have against the name and/or additional insureds for claims and/or losses.

10.4. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance for all of their employees employed directly by them or through sub-contractors in accordance with statutory requirements. Consultant shall provide employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Millions Dollars (\$1,000,000) disease each employee. The Workers' compensation insurance policy shall contain, or be endorsed to contain, a provision that the insurer waives any and all transfer rights of recovery (subrogation) it may have against the additional insureds.

10.5. General Insurance Requirements. Permittee shall not be entitled to occupy the Permitted Egress Route until all required insurance has been obtained, required submittals delivered to the District and the submittals reviewed and approved by the District for general conformance with this Permit. The procurement and maintenance of the insurance required by this section is a material element of this Permit and failure to timely procure and/or maintain such insurance shall be a material breach of this Permit. The Permittee shall deliver the following to the District:

a. A copy of each insurance policy that provides insurance required by this section (and additional copies as requested by the District in writing). Each policy copy shall be certified by placing a statement on the policy(ies) stating that "this copy of the policy is certified to be true, correct and complete" and signed by an authorized representative of the insurer. The copy of each policy shall include each and every cover page, declaration page, form, schedule, endorsement, etc., that is a part of the policy;

b. Certificate(s) of Insurance, issued in duplicate, covering all policies. Such certificates shall make explicit reference to each of the provisions and endorsements required in this section, and shall be signed on behalf of the insurer by an authorized representative;

c. Original endorsements for each policy of insurance required by this section and signed on behalf of the insurer by an authorized representative.

d. All insurance required by this section shall be placed with insurance companies authorized to transact business in the State of California for the types or insurance required by the Permit. Each insurance company shall have a current A. M. Best Insurance Guide rating of not less than A-/VII unless prior written approval is secured from the District as to the use of such insurer.

e. The requirements as to the types, limits, deductibles and the District's review and/or approval of insurance coverages to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Permittee under this Permit. Further, the District's review and approval of any section, unless specifically stated in writing and signed by the District, shall not release or relieve the Permittee or its subcontractors from complying with the requirements of this section.

f. Any policy of insurance required by this section shall be an "occurrence" policy.

g. In the event Permittee changes any insurance company(ies) providing the insurance coverage required by this section, Permittee shall timely resubmit to the District for review and approval, the insurance documents required by this section for each new insurance company providing insurance coverage. Permittee shall submit such documents at least thirty (30) days prior to the change in any required insurance to enable the District to timely review and approve the insurance coverages provided by such new insurance company(ies).

h. Insurance policies providing coverage which contains self-insured retention shall not be acceptable except with the prior written approval of the District regardless of the amount of the self-insured retention.

11. Holding Over. If Permittee has not vacated the premises at the end of the Term, the Permittee will accrue charges in the amount of Five Hundred Dollars (\$500) per day beginning on the fifth (5th) day after the end of the Permit Term. All other terms and conditions remain the same as specified in this Permit.

12. General Provisions.

12.1. Recitals. The recitals stated at the beginning of this Permit of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions of the recitals, if any, shall be deemed a part of this Permit.

12.2. Notices. All notices, approvals, acceptances, requests, demands and other communications required or permitted, to be effective, shall be in writing and shall be delivered, either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service, to the party to whom the notice is directed at the address of such party as follows:

To: District

South Tahoe Public Utility District
Attn: General Manager

1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

With a copy to:

Keith Collins, Esq.
Jones Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835

To: Permittee

Avery Hellman
1287 Caron River Road
Markleeville, CA 96120

Any communication given by mail shall be deemed delivered two (2) business days after such mailing date, and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address.

12.3. Successors and Assigns. This Permit shall be binding on and shall inure to the benefit of the parties and their respective heirs, successors and assigns. Nothing in this Permit, express or implied, is intended to confer on any person other than the parties or their respective heirs, successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Permit.

12.4. Assignability. Permittee shall not assign this Permit, or any rights to it, and shall not sublet the entire or any part of the Permitted Egress Route or any right or privilege appurtenant to the Permitted Egress Route or permit or transfer interest therein without first obtaining the written consent of the District, which may be withheld by the District in its sole and absolute discretion. Any assignment or subletting without the District's consent shall be void and shall, at the District's option, terminate this Permit. No interest of Permittee in this Permit shall be assignable by operation law without the District's prior written consent.

12.5. Waiver. No waiver by any party of any of the provisions shall be effective unless explicitly stated in writing and executed by the party so waiving. Except as provided in the preceding sentence, no action taken pursuant to this Permit, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Permit, and in any documents delivered or to be delivered pursuant to this Permit. The waiver by any party of a breach of any provision of this Permit shall not operate or be construed as a waiver of any subsequent breach. No waiver of any of the provisions of this Permit shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

12.6. Severability. If any term, provision, covenant or condition of this Permit shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null, void or against policy, the remaining provisions of this Permit shall remain in full force and effect, and shall not be affected, impaired or invalidated. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable, shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Permit.

12.7. Counterparts. This Permit may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

12.8. Governing Law. This Permit shall be governed by, and interpreted in accordance with, the laws of the State of California to the extent California Law is applicable to the United States, with venue proper only in the County of El Dorado, State of California.

12.9. Attorney Fees. If any legal proceeding (lawsuit, arbitration, etc.), including an action for declaratory relief, is brought to enforce or interpret the provisions of this Permit, the prevailing party shall be entitled to recover actual attorneys' fees and costs, which may be determined by the court

in the same action or in a separate action brought for that purpose. The attorneys' fees award shall be made as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

12.10. Good Faith. The parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Permit and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Permit.

12.11. Construction. The provisions of this Permit should be liberally construed to effectuate its purposes. The language of all parts of this Permit shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

12.12. Several Obligations. Except where specifically stated in this Permit to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Permit shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Permit.

12.13. Authority. The individuals executing this Permit represent and warrant that they have the authority to enter into this Permit and to perform all acts required by this Permit, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Permit.

12.14. Entire Agreement. This Permit contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties. There have been no binding promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature, except as stated in this Permit. This Permit may be altered, amended or modified only by an instrument in writing, executed by the parties to this Permit and by no other means. Each party waives its future right to claim, contest or assert that this Permit was modified, canceled, superseded or changed by any oral Permit, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties have executed this Permit on the day and year and at the place first written above.

DISTRICT

PERMITTEE

South Tahoe Public Utility District

By: _____
David Peterson, Board President

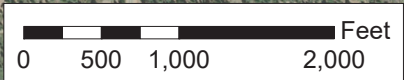
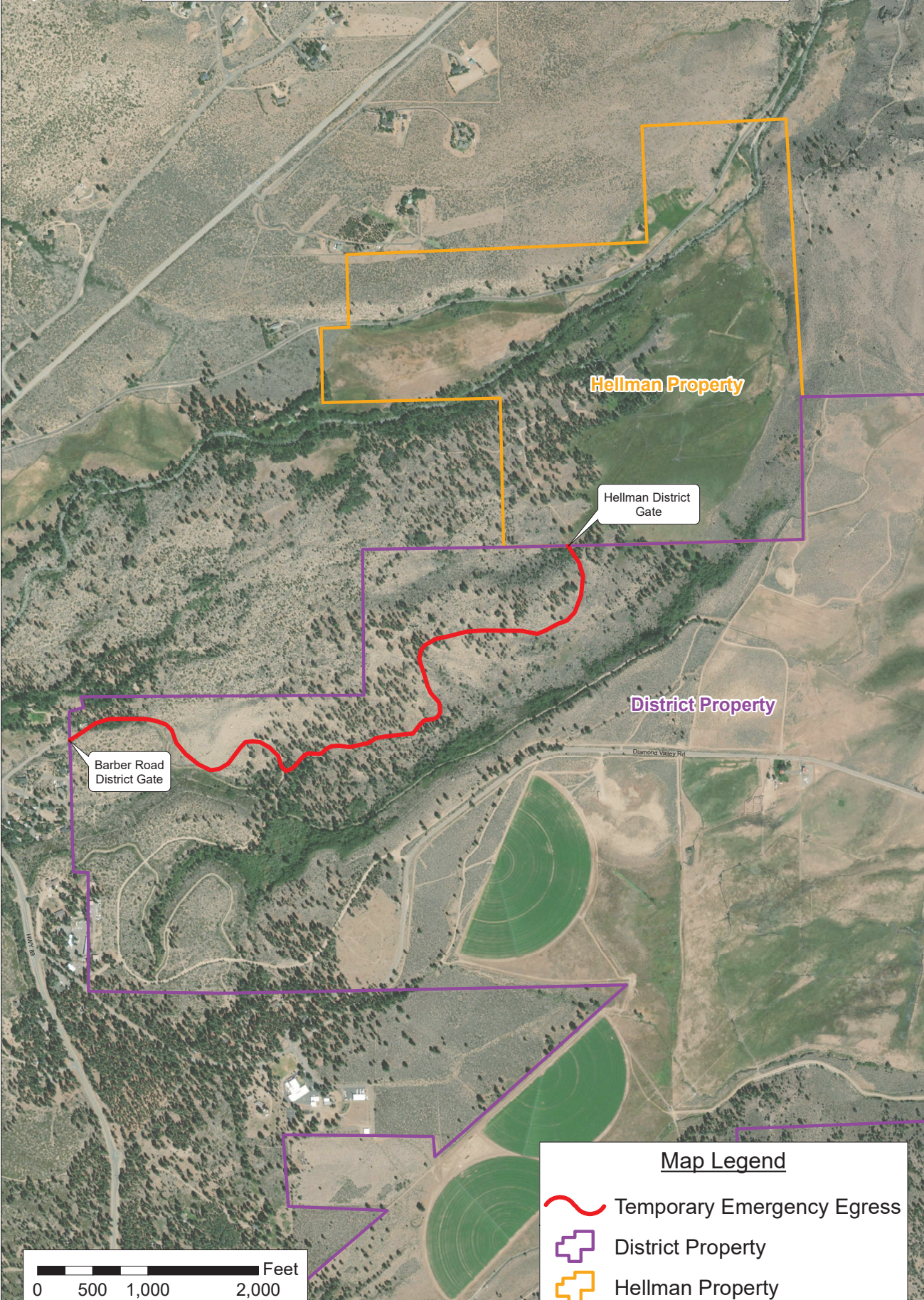
Avery Hellman

ATTEST:




By: _____
Melonie Guttry, Clerk of the Board/
Executive Services Manager

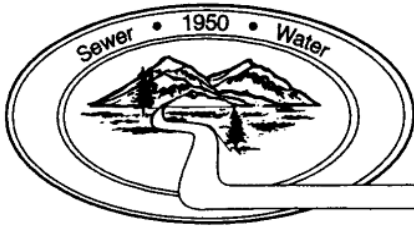


South Tahoe Public Utility District Emergency Egress Special Use Permit Exhibit A



Map Legend

-  Temporary Emergency Egress
-  District Property
-  Hellman Property



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 4f

TO: Board of Directors

FROM: Mark Seelos, Water Resources Manager

MEETING DATE: June 6, 2024

ITEM – PROJECT NAME: Paloma Well Rehabilitation Project - Rebid

REQUESTED BOARD ACTION: 1) Approve Modified Change Order No. 5 to Zim Industries, adding 59 days and deducting \$70,755 from the Contract total; and 2) Authorize the General Manager to execute Change Order No. 5.

DISCUSSION: On April 18, 2024, the Board approved Change Order No. 5 to Zim Industries, a credit in the amount of \$98,527, which served as a final, balancing Change Order for the following: (1) work not completed by the contractor and (2) repairs completed by the District related to improper installation of the submersible pump and motor. Zim Industries had been unresponsive to the District's efforts to negotiate expenses following a letter sent to Zim Industries by the District's legal counsel on March 27, 2024. Therefore, District staff moved forward with issuing a unilateral Change Order as allowed for by the Contract.

The contractor was unresponsive to the Change Order, and on May 22, 2024, the District notified the contractor of its intention to execute Change Order No. 5 and process final payment via implied acceptance. This prompted the contractor to respond to the letter by telephone, after which staff negotiated this modified Change Order No. 5.

This balancing Change Order includes:

- a. A time extension to bring the Contract performance period through the date of project completion (February 28, 2024).
- b. A deduction of \$20,755 for work not completed by Zim Industries.
- c. A deduction of \$50,000 for repairs completed by the District, including contractor fees and rental equipment.

SCHEDULE: Work Completed February 28, 2024

COSTS: <\$70,755>

ACCOUNT NO: 20.30.7009

BUDGETED AMOUNT AVAILABLE: \$227,420

ATTACHMENTS: Change Order No. 5 (May 28, 2024)

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AS NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____



Change Order #: **5**

Project: **Paloma Well Rehabilitation Project**

Date: **5/28/2024**

Purchase Order No. : **2022-594**

Contractor: **Zim Industries, Inc.**

	Dollar Amounts	Contract Times
Original Contract	\$566,347.00	297 Calendar Days
Previous Change Orders	\$35,108.00	534 Calendar Days
Current Contract	\$601,455.00	831 Calendar Days
THIS CHANGE ORDER	(\$70,755.00)	59 Calendar Days
Total Change Orders to Date	(\$35,647.00)	593 Calendar Days
New Contract Total	\$530,700.00	890 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).

Accepted by
Contractor:

Date:

Reviewed by STPUD
Project Manager:

Date:

Authorized by STPUD
General Manager:

Date:



Change Order #: **5A**

Project: Paloma Well Rehabilitation Project

Bid Schedule: **4**

Date: **5/28/2024**

Contractor: **Zim Industries, Inc.**

Dollar Amounts	
Original Bid Schedule Subtotal	\$566,347.00
Previous Change Orders	\$35,108.00
Current Bid Schedule Subtotal	\$601,455.00
THIS CHANGE ORDER	(\$70,755.00)
Total Change Orders to Date	(\$35,647.00)
New Bid Schedule Subtotal	\$530,700.00

The Contract Shall Be Changed As Follows:

5A.1 Amend Bid Item 7 to reflect the decrease in the linear footage of the temporary discharge system from an estimated 800 LF to 650 LF. At the Contract rate of \$58.00 per linear foot, the decrease in the Contract Quantity results in a credit to the District in the amount of \$8,700.00.

TOTAL FOR ITEM 5.1 IS: (\$8,700.00)

5A.2 Delete Bid Item 35 in its entirety, as neat cement grout was not installed. The deletion of this Contract Item results in a credit to the District in the amount of \$11,600.00

TOTAL FOR ITEM 5.2 IS: (\$11,600.00)

5A.3 Amend Bid Item 23 to reflect the decrease in the amount of disinfectant solution used from 6 gallons to 2.5 gallons. At the Contract rate of \$130.00 per gallon, the decrease in the Contract Quantity results in a credit to the District in the amount of \$455.00.

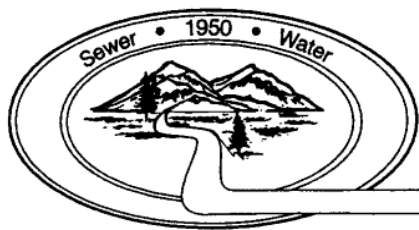
TOTAL FOR ITEM 5.3 IS: (\$455.00)

5A.4 Deduct \$50,000.00 from the Contract Total to reimburse the District for repairs completed by the District and its contractors resulting from damage to the submersible wire during installation of the pump.

TOTAL FOR ITEM 5.4 IS: (\$50,000.00)

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
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BOARD AGENDA ITEM 4g

TO: Board of Directors

FROM: Aaron Buckman, Manager of Plant Operations

MEETING DATE: June 6, 2024

ITEM – PROJECT NAME: 2024/25 Polymer Contract Extension

REQUESTED BOARD ACTION: Authorize the Contract extension option with Solenis LLC for Fiscal Year 2024/25 for emulsion polymer supplies delivered in the estimated amount of \$136,620 plus tax.

DISCUSSION: Emulsion polymer is an essential chemical used in the dewatering of wastewater biosolids prior to disposal. The Contract allows for extensions from year to year if mutually acceptable terms can be negotiated. The District contacted Solenis for a price quote for the 2024/25 Fiscal Year, and they responded with a price of \$1.65 per pound at no increase over last year's price.

Solenis' polymer product performs well, and availability and delivery have been reliable. Polymer chemical addition is critical to solids handling in the wastewater treatment process and the ability of the plant to comply with our waste discharge permit requirements. Based on the ongoing instability of product availability, staff believes it is in the best interest of the District to extend the Contract with Solenis LLC for their K292FL polymer product for the 2024/25 Fiscal Year.

The total dollar amount is based upon an estimated quantity that the District will use in the coming Fiscal Year 2024/25. The actual quantity and grand total may vary depending on the quantity of polymer purchased; the unit price may decrease if the surcharges are reduced over the course of this Contract. The purchasing agent has reviewed this item.

SCHEDULE: Fiscal Year 2024/25

COSTS: \$136,620

ACCOUNT NO: 10.12.4720

BUDGETED AMOUNT AVAILABLE: \$154,157 (2024/25)

ATTACHMENTS: Quote

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

Chelsea Vaughan-Burns
Business Support Analyst

Tel: +1 302 502 0802
cvaughanburns@solenis.com

May 28, 2024

South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe CA 96150

Re: Polymer Quote

In response to your request, Solenis LLC is pleased to provide this quote for polymer for use in wastewater treatment. Effective dates are July 1, 2024 through June 30, 2025.

PRODUCT	PRICE
Praestol K292 FLX	\$1.65 / lb.

- Pricing includes delivery
- Pricing does NOT include sales tax
- Packaging: 2,290 lb. tote bin
- Delivery: 10 -15 days after receipt of order
- Terms: Net 30

Solenis manufactures among the highest quality, most cost effective polymers in the world and provides reliable technical service and sales support to our customers.

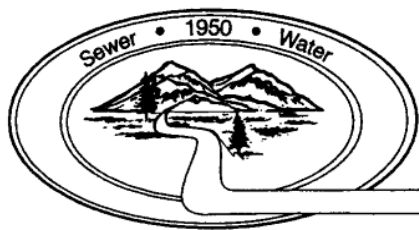
Thank you for this opportunity, and we look forward to hearing from you soon.

Sincerely,

Your Solenis Team

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 4h

TO: Board of Directors
FROM: Aaron Buckman, Manager of Plant Operations
MEETING DATE: June 6, 2024
ITEM – PROJECT NAME: 2024/2025 Bulk Sodium Hypochlorite Supplies

REQUESTED BOARD ACTION: Award a Contract for Fiscal Year 2024/2025, for bulk supply Sodium Hypochlorite pursuant to the one-year option to extend, to Olin Corporation dba Olin Chlor Alkali Products, in the estimated amount of *\$374,457 including sales tax and U.S. Superfund Excise Tax Surcharge.

DISCUSSION: During the 2021 bidding process, staff included an option to extend if mutually acceptable terms could be negotiated. Staff determined that it would be in the best interest of the District to offer the extension for renewal based on the increased demand for chemicals, transportation costs and the history of reliability of our current supplier. Our supplier, Olin Corporation dba Olin Chlor Alkali Products, was interested in pursuing the extension. The District received a proposal for annual pricing for the sodium hypochlorite bulk supply deliveries at no increase over last year's price.

This Contract is for Sodium Hypochlorite which is used to disinfect wastewater to comply with our waste discharge permit requirements. It is received in bulk shipments of approximately 49,000 net pounds. The purchasing agent has reviewed this item.

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

SCHEDULE: July 1, 2024 through June 30, 2025

COSTS: estimated \$374,457 including tax

ACCOUNT NO: 10.12.4755

BUDGETED AMOUNT AVAILABLE: 2024-25 \$335,000

ATTACHMENTS: Quote

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES AS NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____



May 21, 2024

Heidi C. Baugh, Purchasing Agent
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96158
530-543-6270 Direct

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

Dear Heidi:

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

PRODUCT & GRADE:	12.5 wt% Sodium Hypochlorite, meeting the West Coast Water Treatment Specification attached hereto as Addendum A				
QUANTITY:	100% of Buyer's requirements estimated to be 130,000 gallons per year, and not to exceed 125% of estimate in any contract year without Olin’s prior approval.				
DELIVERY PERIOD:	07/01/2024 through 6/30/2025. Extensions upon mutual agreement				
PRICE & FREIGHT	<p><u>Sodium Hypochlorite, 12.5%</u></p> <table border="0"> <tr> <td style="text-align: center;"><u>Min. delivered quantities</u></td> <td style="text-align: center;"><u>2024/2025 Annual Pricing</u></td> </tr> <tr> <td style="text-align: center;">Full Truck Load</td> <td style="text-align: center;">\$2.645/gal + Applicable Taxes*</td> </tr> </table> <p>Note: Pricing is plus U.S. Superfund Excise Tax Surcharge (\$0.004/gal. for 12.5 wt% bleach)</p>	<u>Min. delivered quantities</u>	<u>2024/2025 Annual Pricing</u>	Full Truck Load	\$2.645/gal + Applicable Taxes*
<u>Min. delivered quantities</u>	<u>2024/2025 Annual Pricing</u>				
Full Truck Load	\$2.645/gal + Applicable Taxes*				
CONTAINER:	Olin's provided Tank Truck				
ORIGIN:	Olin’s Primary Shipping Point, Pittsburg, CA or other preferred shipping point				
DESTINATION:	Buyer’s Water Treatment Plant in South Lake Tahoe, CA				
PAYMENT TERMS:	Net thirty (30) days from date of invoice				
ADDITIONAL PROVISIONS:	<ul style="list-style-type: none"> • Seller reserves the right by written notice given at any time before shipment, to increase the price, if there is any increase in the price or cost of the product(s) to Seller due to increases in the cost of raw materials (including energy), labor or transport or any other causes beyond the control of Seller, provided that Seller gives advance notice to Buyer of any such price adjustment including reasonable explanations for this adjustment. • This proposal is made subject to the execution by the parties of a sales contract in a form to be agreed. • Tank truck detention charges incurred at destination shall be for Buyer’s account. • Product shipped shall meet Olin’s specification at delivery, copy of which is attached. 				

- Olin reserves the right to cancel this proposal at any time prior to mutual agreement and execution by the parties of a sales contract, and in any event this proposal may expire if sales contract is not executed by Buyer on or before the 20th day following the date hereof.

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

Yours truly,

Jason Cho

Jason Cho
Account Manager

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

Sales Specification

12.5 wt% Sodium Hypochlorite Solution

West Coast Water Treatment Specification



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

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

2 – Limit set to meet NSF/ANSI Standard 60

Meets the Following

ANSI/AWWA B300-18

Registered EPA Pesticide

Certified for the NSF/ANSI Standard 60 at a maximum use level of 84 mg/L

Olin Document Information

Specification No.:

NaOCl-S4

Issue Date:

12/15/2022

Sheet No.:

1 of 1

PAYMENT OF CLAIMS

FOR APPROVAL

June 6, 2024

Payroll	5/14/24	752,997.16
Payroll	5/28/24	630,808.18
Total Payroll		1,383,805.34

AFLAC/WageWorks claims and fees		110.50
Total Vendor EFT		110.50

Weekly Approved Check Batches

	<u>Water</u>	<u>Sewer</u>	<u>Total</u>
Wednesday, May 15, 2024	214,761.57	268,141.63	482,903.20
Wednesday, May 21, 2024	86,268.18	312,765.26	399,033.44
Wednesday, May 29, 2025	40,580.29	289,036.37	329,616.66
Checks, Voids and Reissues	25,456.20	6,748.00	32,204.20
Total Accounts Payable Checks			1,243,757.50

Utility Management Refunds		19,406.84
Total Utility Management Checks		19,406.84

Grand Total

\$2,647,080.18

Payroll EFTs & Checks

	<u>5/14/2024</u>	<u>05/28/24</u>
EFT CA Employment Taxes & W/H	29,964.40	28,385.54
EFT Federal Employment Taxes & W/H	158,898.43	136,790.43
EFT CalPERS Contributions	93,916.14	92,758.74
EFT Empower Retirement-Deferred Comp	116,081.23	24,765.22
EFT Stationary Engineers Union Dues	3,216.83	3,075.25
EFT CDHP Health Savings (HSA)	5,550.28	4,496.24
EFT Retirement Health Savings	19,014.43	0.00
EFT Employee Direct Deposits	321,888.22	338,524.04
CHK Employee Garnishments	159.23	159.23
CHK Employee Paychecks	4,307.97	1,853.49
<i>Total</i>	752,997.16	630,808.18



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount	
Vendor 44199 - ACME CONSTRUCTION SUPPLY										
S4497910.001	Field, Shop & Safety Supplies Inventory	Paid by EFT #1198		05/07/2024	05/22/2024	05/31/2024		05/21/2024	138.53	
							Vendor 44199 - ACME CONSTRUCTION SUPPLY Totals	Invoices	1	<u>\$138.53</u>
Vendor 48605 - AIRGAS USA LLC										
9149654397	Field, Shop & Safety Supplies Inventory	Paid by EFT #1199		05/07/2024	05/22/2024	05/31/2024		05/21/2024	407.66	
9149741299	Field, Shop & Safety Supplies Inventory	Paid by EFT #1199		05/09/2024	05/22/2024	05/31/2024		05/21/2024	657.00	
							Vendor 48605 - AIRGAS USA LLC Totals	Invoices	2	<u>\$1,064.66</u>
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO										
238754	Office Supply Issues	Paid by EFT #1120		05/07/2024	05/15/2024	05/31/2024		05/15/2024	116.75	
238755	Office Supply Issues	Paid by EFT #1120		05/07/2024	05/15/2024	05/31/2024		05/15/2024	67.50	
238876	Office Supply Issues	Paid by EFT #1200		05/14/2024	05/22/2024	05/31/2024		05/21/2024	116.75	
238877	Office Supply Issues	Paid by EFT #1200		05/14/2024	05/22/2024	05/31/2024		05/21/2024	67.50	
							Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO Totals	Invoices	4	<u>\$368.50</u>
Vendor 10954 - ALPINE METALS										
48342A	Pipe - Covers & Manholes	Paid by EFT #1201		01/16/2024	05/22/2024	05/31/2024		05/21/2024	.18	
							Vendor 10954 - ALPINE METALS Totals	Invoices	1	<u>\$0.18</u>
Vendor 49337 - AMAZON CAPITAL SERVICES INC.										
1D69-477W-MCDP	Shop Supplies	Paid by EFT #1121		04/17/2024	05/15/2024	04/30/2024		05/15/2024	428.83	
1RMY-PYV1-9DRT	Pump Stations	Paid by EFT #1202		04/30/2024	05/22/2024	05/31/2024		05/21/2024	27.14	
1HLV-4LV7-PFPY	Safety Equipment - Physicals	Paid by EFT #1121		05/01/2024	05/15/2024	05/31/2024		05/15/2024	376.16	
1KYH-MQKK-PQR3	Computer Purchases	Paid by EFT #1121		05/01/2024	05/15/2024	05/31/2024		05/15/2024	114.10	
13KL-9FWL-1MT4	Automotive	Paid by EFT #1121		05/03/2024	05/15/2024	05/31/2024		05/15/2024	543.74	
1DW9-MLPC-CCTY	Automotive	Paid by EFT #1202		05/09/2024	05/22/2024	05/31/2024		05/21/2024	752.59	
11V4-XT4Y-11FR	Computer Purchases	Paid by EFT #1202		05/12/2024	05/22/2024	05/31/2024		05/21/2024	1,533.75	
1YNF-3W1G-Y4VF	Buildings	Paid by EFT #1247		05/12/2024	05/29/2024	05/31/2024		05/29/2024	97.84	
17N7-GFR6-JV6N	Computer Purchases	Paid by EFT #1202		05/15/2024	05/22/2024	05/31/2024		05/21/2024	77.60	
1WM6-Y1XN-MVVM	Computer Purchases	Paid by EFT #1202		05/15/2024	05/22/2024	05/31/2024		05/21/2024	698.22	
							Vendor 49337 - AMAZON CAPITAL SERVICES INC. Totals	Invoices	10	<u>\$4,649.97</u>
Vendor 49625 - AMERICAN AVK COMPANY										
SI-165234	Fire Hydrants & Parts	Paid by EFT #1203		05/08/2024	05/22/2024	05/31/2024		05/21/2024	1,076.76	
SI-165147	Valves Elbows Ts Flanges Inventory	Paid by EFT #1122		05/13/2024	05/15/2024	05/31/2024		05/15/2024	12,541.84	
SI-165148	Fire Hydrants & Parts	Paid by EFT #1122		05/13/2024	05/15/2024	05/31/2024		05/15/2024	12,611.82	
SI-165235	Valves Elbows Ts Flanges Inventory	Paid by EFT #1203		05/13/2024	05/22/2024	05/31/2024		05/21/2024	2,752.57	
							Vendor 49625 - AMERICAN AVK COMPANY Totals	Invoices	4	<u>\$28,982.99</u>
Vendor 49763 - AMERICAN TIME										
876754	Service Contracts	Paid by EFT #1123		03/02/2024	05/15/2024	06/30/2024		05/15/2024	149.95	
							Vendor 49763 - AMERICAN TIME Totals	Invoices	1	<u>\$149.95</u>
Vendor 47961 - ARETE SYSTEMS										



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
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
10703326	Contractual Services	Paid by EFT #1124		05/06/2024	05/15/2024	04/30/2024			8,187.50
		Vendor	47961 - ARETE SYSTEMS Totals			Invoices	1		\$8,187.50
Vendor 50057 - JAMES ASPINALL									
3327219-2	Turf Buy-Back Program	Paid by EFT #1204		05/07/2024	05/22/2024	05/31/2024		05/21/2024	2,700.00
		Vendor	50057 - JAMES ASPINALL Totals			Invoices	1		\$2,700.00
Vendor 45202 - AT&T MOBILITY									
287306407514 424	Telephone	Paid by EFT #1125		05/02/2024	05/15/2024	05/31/2024		05/15/2024	4,175.36
		Vendor	45202 - AT&T MOBILITY Totals			Invoices	1		\$4,175.36
Vendor 48000 - AT&T/CALNET 3									
000021637251	Telephone	Paid by EFT #1205		05/01/2024	05/22/2024	05/31/2024		05/21/2024	29.00
000021637253	Telephone	Paid by EFT #1205		05/01/2024	05/22/2024	05/31/2024		05/21/2024	29.00
000021642452	Telephone	Paid by EFT #1205		05/01/2024	05/22/2024	05/31/2024		05/21/2024	1,730.56
000021668394	Telephone	Paid by EFT #1205		05/07/2024	05/22/2024	05/31/2024		05/21/2024	28.95
000021668395	Telephone	Paid by EFT #1205		05/07/2024	05/22/2024	05/31/2024		05/21/2024	28.95
000021668396	Telephone	Paid by EFT #1205		05/07/2024	05/22/2024	05/31/2024		05/21/2024	34.78
000021668397	Telephone	Paid by EFT #1205		05/07/2024	05/22/2024	05/31/2024		05/21/2024	36.34
000021716784	Telephone	Paid by EFT #1248		05/15/2024	05/29/2024	05/31/2024		05/29/2024	29.12
000021716785	Telephone	Paid by EFT #1248		05/15/2024	05/29/2024	05/31/2024		05/29/2024	29.12
000021739370	Telephone	Paid by EFT #1248		05/20/2024	05/29/2024	05/31/2024		05/29/2024	29.17
000021739373	Telephone	Paid by EFT #1248		05/20/2024	05/29/2024	05/31/2024		05/29/2024	105.03
000021739579	Telephone	Paid by EFT #1248		05/20/2024	05/29/2024	05/31/2024		05/29/2024	159.18
000021739626	Telephone	Paid by EFT #1248		05/20/2024	05/29/2024	05/31/2024		05/29/2024	31.57
		Vendor	48000 - AT&T/CALNET 3 Totals			Invoices	13		\$2,300.77
Vendor 48612 - AUTOMATION DIRECT									
16429337	Buildings	Paid by EFT #1206		04/26/2024	05/22/2024	05/31/2024		05/21/2024	589.97
		Vendor	48612 - AUTOMATION DIRECT Totals			Invoices	1		\$589.97
Vendor 50103 - AZUL ELECTRIC SUPPLY LLC									
003070	Buildings	Paid by EFT #1126		04/23/2024	05/15/2024	04/30/2024		05/15/2024	143.37
003118	Primary Equipment	Paid by EFT #1126		04/25/2024	05/15/2024	04/30/2024		05/15/2024	26.52
003321	Buildings	Paid by EFT #1207		05/08/2024	05/22/2024	05/31/2024		05/21/2024	103.72
003338	Buildings	Paid by EFT #1207		05/09/2024	05/22/2024	05/31/2024		05/21/2024	60.51
003483	Buildings	Paid by EFT #1207		05/17/2024	05/22/2024	05/31/2024		05/21/2024	30.95
		Vendor	50103 - AZUL ELECTRIC SUPPLY LLC Totals			Invoices	5		\$365.07
Vendor 11800 - BARTON HEALTHCARE SYSTEM									
157-82716	Safety Equipment - Physicals	Paid by EFT #1208		05/17/2024	05/22/2024	05/31/2024		05/21/2024	188.00
		Vendor	11800 - BARTON HEALTHCARE SYSTEM Totals			Invoices	1		\$188.00
Vendor 49339 - BASEFORM INC									
04242024-245	Pipe - Covers & Manholes	Paid by EFT #1127		04/24/2024	05/15/2024	04/30/2024		05/15/2024	2,430.00
04252024-246	Pipe - Covers & Manholes	Paid by EFT #1127		04/25/2024	05/15/2024	04/30/2024		05/15/2024	2,349.00
		Vendor	49339 - BASEFORM INC Totals			Invoices	2		\$4,779.00
Vendor 49772 - ERICH KURT BAUMANN									
BOOTS2024	Safety Equipment - Physicals	Paid by EFT #1209		05/13/2024	05/22/2024	05/31/2024		05/21/2024	100.00



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
 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 49772 - ERICH KURT BAUMANN Totals					Invoices	1	\$100.00
Vendor 49773 - LAUREN BENEFIELD									
BENEFIELDL052824	Travel - Meetings - Education	Paid by EFT #1210		05/01/2024	05/22/2024	05/31/2024		05/21/2024	134.00
MILEAGE 042324	Travel - Meetings - Education	Paid by EFT #1128		05/01/2024	05/15/2024	04/30/2024		05/15/2024	107.27
		Vendor 49773 - LAUREN BENEFIELD Totals					Invoices	2	\$241.27
Vendor 50174 - BRITTNEY BLOOM									
2805203	Toilet Rebate Program	Paid by EFT #1129		05/07/2024	05/15/2024	05/31/2024		05/15/2024	298.50
		Vendor 50174 - BRITTNEY BLOOM Totals					Invoices	1	\$298.50
Vendor 48655 - BOARD OF REGENTS									
CI-06-00011171	Wells	Paid by EFT #1130		05/09/2024	05/15/2024	04/30/2024		05/15/2024	6,366.29
		Vendor 48655 - BOARD OF REGENTS Totals					Invoices	1	\$6,366.29
Vendor 49971 - BRANDED SCREEN PRINTING									
1307473	Uniforms + Incentive & Recognition Program	Paid by EFT #1131		03/21/2024	05/15/2024	04/30/2024		05/15/2024	2,682.05
		Vendor 49971 - BRANDED SCREEN PRINTING Totals					Invoices	1	\$2,682.05
Vendor 42978 - BROWNSTEIN HYATT									
980499A	Legal Services March 2024	Paid by EFT #1246		04/04/2024	05/29/2024	04/30/2024		05/29/2024	24,252.58
984511	Legal Services April 2024	Paid by EFT #1246		05/08/2024	05/29/2024	05/31/2024		05/29/2024	136,465.30
		Vendor 42978 - BROWNSTEIN HYATT Totals					Invoices	2	\$160,717.88
Vendor 48681 - CADENCE TEAM INC									
4216	Network/Equipment Improvements-SCADA	Paid by EFT #1211		04/05/2024	05/22/2024	05/31/2024		05/21/2024	18,711.14
4237	Network/Equipment Improvements-SCADA	Paid by EFT #1132		04/24/2024	05/15/2024	04/30/2024		05/15/2024	16,826.99
4257	Storage System (SAN)/Additions	Paid by EFT #1211		05/07/2024	05/22/2024	05/31/2024		05/21/2024	5,000.00
		Vendor 48681 - CADENCE TEAM INC Totals					Invoices	3	\$40,538.13
Vendor 48767 - CALIFORNIA LAB SERVICE									
4041668	Monitoring	Paid by EFT #1133		04/30/2024	05/15/2024	04/30/2024		05/15/2024	246.00
4041686	Monitoring	Paid by EFT #1133		04/30/2024	05/15/2024	04/30/2024		05/15/2024	79.00
		Vendor 48767 - CALIFORNIA LAB SERVICE Totals					Invoices	2	\$325.00
Vendor 49220 - CAMPORA PROPANE									
6746922	Propane	Paid by EFT #1212		05/16/2024	05/22/2024	05/31/2024		05/21/2024	286.53
		Vendor 49220 - CAMPORA PROPANE Totals					Invoices	1	\$286.53
Vendor 13230 - CAROLLO ENGINEERS									
FB50017	Contractual Services	Paid by EFT #1134		04/11/2024	05/15/2024	04/30/2024		05/15/2024	27,908.00
		Vendor 13230 - CAROLLO ENGINEERS Totals					Invoices	1	\$27,908.00
Vendor 42328 - CDW-G CORP									
RB18682	Service Contracts	Paid by EFT #1135		05/01/2024	05/15/2024	06/30/2024		05/15/2024	39,033.95
RF00925	District Computer Supplies	Paid by EFT #1213		05/08/2024	05/22/2024	05/31/2024		05/21/2024	3,967.57
RF16517	District Computer Supplies	Paid by EFT #1213		05/08/2024	05/22/2024	05/31/2024		05/21/2024	732.32
RG80724	Service Contracts	Paid by EFT #1213		05/14/2024	05/22/2024	05/31/2024		05/21/2024	54,357.48
		Vendor 42328 - CDW-G CORP Totals					Invoices	4	\$98,091.32



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
 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 48406 - CHARTER COMMUNICATIONS									
176157701050124	Telephone	Paid by EFT #1136		05/01/2024	05/15/2024	05/31/2024		05/15/2024	149.98
		Vendor 48406 - CHARTER COMMUNICATIONS Totals				Invoices	1		\$149.98
Vendor 49756 - CINDERLITE TRUCKING CORP									
431662	Pipe - Covers & Manholes	Paid by EFT #1137		04/16/2024	05/15/2024	04/30/2024		05/15/2024	918.31
431798	Pipe - Covers & Manholes	Paid by EFT #1137		04/17/2024	05/15/2024	04/30/2024		05/15/2024	404.46
431917	Pipe - Covers & Manholes	Paid by EFT #1137		04/18/2024	05/15/2024	04/30/2024		05/15/2024	594.49
432724	Pipe - Covers & Manholes	Paid by EFT #1137		04/26/2024	05/15/2024	04/30/2024		05/15/2024	527.81
432960	Pipe - Covers & Manholes	Paid by EFT #1214		04/29/2024	05/22/2024	05/31/2024		05/21/2024	531.07
		Vendor 49756 - CINDERLITE TRUCKING CORP Totals				Invoices	5		\$2,976.14
Vendor 43529 - CRWA									
PO2024-1198	Travel - Meetings - Education	Paid by Check #114612		05/03/2024	05/22/2024	05/31/2024		05/21/2024	1,150.00
		Vendor 43529 - CRWA Totals				Invoices	1		\$1,150.00
Vendor 48281 - CRYSTAL DAIRY FOODS									
80190	Safety Equipment - Physicals	Paid by EFT #1138		05/09/2024	05/15/2024	05/31/2024		05/15/2024	59.00
		Vendor 48281 - CRYSTAL DAIRY FOODS Totals				Invoices	1		\$59.00
Vendor 48654 - D&H BROADCASTING LLC									
4614	Public Relations Expense	Paid by EFT #1215		05/14/2024	05/22/2024	05/31/2024		05/21/2024	1,120.00
		Vendor 48654 - D&H BROADCASTING LLC Totals				Invoices	1		\$1,120.00
Vendor 48289 - DIY HOME CENTER									
Apr 24 Stmt	Shop Supplies & Small Tools	Paid by EFT #1139		04/30/2024	05/15/2024	04/30/2024		05/15/2024	1,125.02
33721/M	Buildings	Paid by EFT #1216		05/17/2024	05/22/2024	05/31/2024		05/21/2024	33.08
		Vendor 48289 - DIY HOME CENTER Totals				Invoices	2		\$1,158.10
Vendor 43649 - DOUGLAS DISPOSAL									
2863460	Refuse Disposal	Paid by EFT #1217		05/01/2024	05/22/2024	05/31/2024		05/21/2024	27.35
		Vendor 43649 - DOUGLAS DISPOSAL Totals				Invoices	1		\$27.35
Vendor 49959 - DUDEK									
202403066	Grounds & Maintenance	Paid by EFT #1140		05/03/2024	05/15/2024	04/30/2024		05/15/2024	986.25
		Vendor 49959 - DUDEK Totals				Invoices	1		\$986.25
Vendor 14683 - EL DORADO COUNTY TRANSPORTATION DEPT									
19085	Waterline, Black Bart	Paid by EFT #1141		04/24/2024	05/15/2024	04/30/2024		05/15/2024	141.98
19087	Waterline, Black Bart	Paid by EFT #1141		04/24/2024	05/15/2024	04/30/2024		05/15/2024	212.97
		Vendor 14683 - EL DORADO COUNTY TRANSPORTATION DEPT Totals				Invoices	2		\$354.95
Vendor 44263 - ENS RESOURCES INC									
3576	Contractual Services	Paid by EFT #1142		05/04/2024	05/15/2024	04/30/2024		05/15/2024	5,336.70
		Vendor 44263 - ENS RESOURCES INC Totals				Invoices	1		\$5,336.70
Vendor 49573 - EUROFINS TESTAMERICA									
3800051022	Monitoring	Paid by EFT #1143		04/30/2024	05/15/2024	04/30/2024		05/15/2024	40.00
3800051582	Monitoring	Paid by EFT #1143		05/06/2024	05/15/2024	04/30/2024		05/15/2024	20.00
3800051650	Monitoring	Paid by EFT #1143		05/07/2024	05/15/2024	04/30/2024		05/15/2024	1,830.00
		Vendor 49573 - EUROFINS TESTAMERICA Totals				Invoices	3		\$1,890.00
Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC									



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
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
906444000	Service Contracts	Paid by EFT #1144		05/01/2024	05/15/2024	05/31/2024			136.86
		Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC Totals				Invoices	1		\$136.86
Vendor 48551 - EZKEM									
8131	Laboratory Supplies	Paid by EFT #1218		04/09/2024	05/22/2024	05/31/2024		05/21/2024	446.95
8235	Laboratory Supplies	Paid by EFT #1218		05/16/2024	05/22/2024	05/31/2024		05/21/2024	44.00
		Vendor 48551 - EZKEM Totals				Invoices	2		\$490.95
Vendor 14890 - FEDEX									
8-489-38564	Postage Expenses	Paid by EFT #1145		05/03/2024	05/15/2024	04/30/2024		05/15/2024	37.83
8-496-47991	Filters 3, 4 Rehab	Paid by EFT #1219		05/10/2024	05/22/2024	05/31/2024		05/21/2024	8.97
8-503-49100	Postage Expenses	Paid by EFT #1219		05/17/2024	05/22/2024	05/31/2024		05/21/2024	38.18
		Vendor 14890 - FEDEX Totals				Invoices	3		\$84.98
Vendor 41263 - FERGUSON ENTERPRISES LLC									
5062890	Pump Stations	Paid by EFT #1146		05/01/2024	05/15/2024	05/31/2024		05/15/2024	5.71
		Vendor 41263 - FERGUSON ENTERPRISES LLC Totals				Invoices	1		\$5.71
Vendor 49960 - FLASHER BARRICADE ASSN									
INVOICE 002	Safety Programs	Paid by EFT #1147		05/08/2024	05/15/2024	05/31/2024		05/15/2024	4,500.00
		Vendor 49960 - FLASHER BARRICADE ASSN Totals				Invoices	1		\$4,500.00
Vendor 48402 - FLYERS ENERGY LLC									
24-085423	Gasoline Fuel Inventory	Paid by EFT #1148		05/02/2024	05/15/2024	05/31/2024		05/15/2024	3,686.55
24-089959	Gasoline Fuel Inventory	Paid by EFT #1148		05/09/2024	05/15/2024	05/31/2024		05/15/2024	2,937.82
24-089960	Diesel Fuel Inventory	Paid by EFT #1148		05/09/2024	05/15/2024	05/31/2024		05/15/2024	3,000.96
24-092846	Diesel Fuel Inventory	Paid by EFT #1249		05/14/2024	05/29/2024	05/31/2024		05/29/2024	3,683.10
		Vendor 48402 - FLYERS ENERGY LLC Totals				Invoices	4		\$13,308.43
Vendor 50039 - FREEWAY TOYOTA OF HANFORD									
4194057	New Engineering Vehicle (Hybrid)	Paid by EFT #1149		04/29/2024	05/15/2024	05/31/2024		05/15/2024	45,395.57
4195168	New IT Truck	Paid by EFT #1149		04/29/2024	05/15/2024	05/31/2024		05/15/2024	45,395.57
		Vendor 50039 - FREEWAY TOYOTA OF HANFORD Totals				Invoices	2		\$90,791.14
Vendor 49901 - GALLAGHER BENEFIT SERVICES INC									
2024031019	Contractual Services	Paid by EFT #1150		05/03/2024	05/15/2024	05/31/2024		05/15/2024	24,142.50
		Vendor 49901 - GALLAGHER BENEFIT SERVICES INC Totals				Invoices	1		\$24,142.50
Vendor 21116 - GANNETT NEVADA/UTAH LOCALIQ									
0006381492	FLL ES 1-3 & Stanford Camp Rehab	Paid by EFT #1220		04/12/2024	05/22/2024	05/31/2024		05/21/2024	379.80
		Vendor 21116 - GANNETT NEVADA/UTAH LOCALIQ Totals				Invoices	1		\$379.80
Vendor 49329 - GfG INSTRUMENTATION INC									
INV-010513	Safety Equipment - Physicals	Paid by EFT #1151		04/19/2024	05/15/2024	04/30/2024		05/15/2024	676.78
		Vendor 49329 - GfG INSTRUMENTATION INC Totals				Invoices	1		\$676.78
Vendor 43111 - GFS CHEMICALS INC									
CINV-139055	Laboratory Supplies	Paid by EFT #1152		04/24/2024	05/15/2024	05/31/2024		05/15/2024	77.56
CINV-139283	Laboratory Supplies	Paid by EFT #1152		04/26/2024	05/15/2024	05/31/2024		05/15/2024	325.39
		Vendor 43111 - GFS CHEMICALS INC Totals				Invoices	2		\$402.95
Vendor 48874 - STARLET GLAZE									



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
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
WalmartREIMB0424	Incentive & Recognition Program	Paid by EFT #1153		05/09/2024	05/15/2024	04/30/2024		05/15/2024	69.41
Vendor 48840 - RON GORALSKI			Vendor 48874 - STARLET GLAZE Totals			Invoices	1		\$69.41
CSM2 REIMB 2024	Dues - Memberships - Certification	Paid by EFT #1154		05/01/2024	05/15/2024	05/31/2024		05/15/2024	103.00
Vendor 15600 - GRAINGER			Vendor 48840 - RON GORALSKI Totals			Invoices	1		\$103.00
9087639358	Buildings	Paid by EFT #1155		04/16/2024	05/15/2024	04/30/2024		05/15/2024	493.20
9102863728	Pump Stations	Paid by EFT #1155		04/30/2024	05/15/2024	05/31/2024		05/15/2024	77.95
9102996692	Pump Stations	Paid by EFT #1155		04/30/2024	05/15/2024	05/31/2024		05/15/2024	89.76
9103156213	Pump Stations	Paid by EFT #1221		04/30/2024	05/22/2024	05/31/2024		05/21/2024	391.79
9103156221	Pump Stations	Paid by EFT #1155		04/30/2024	05/15/2024	05/31/2024		05/15/2024	104.40
9103156239	Pump Stations	Paid by EFT #1155		04/30/2024	05/15/2024	05/31/2024		05/15/2024	35.11
9105564398	Buildings	Paid by EFT #1155		05/01/2024	05/15/2024	05/31/2024		05/15/2024	439.39
9106859375	Buildings	Paid by EFT #1155		05/03/2024	05/15/2024	05/31/2024		05/15/2024	195.18
9109764820	Field, Shop & Safety Supplies Inventory	Paid by EFT #1155		05/06/2024	05/15/2024	05/31/2024		05/15/2024	283.64
9110002061	Pope Beach Rehab	Paid by EFT #1155		05/06/2024	05/15/2024	05/31/2024		05/15/2024	173.14
9112648473	Confined Space Rescue Trailer/Equipment	Paid by EFT #1250		05/08/2024	05/29/2024	05/31/2024		05/29/2024	2,288.67
9119102227	Pump Stations	Paid by EFT #1221		05/15/2024	05/22/2024	05/31/2024		05/21/2024	389.71
Vendor 43403 - GRANITE CONSTRUCTION CO			Vendor 15600 - GRAINGER Totals			Invoices	12		\$4,961.94
2696797	Pipe - Covers & Manholes	Paid by EFT #1156		04/24/2024	05/15/2024	04/30/2024		05/15/2024	4,047.16
Vendor 15800 - HACH CO			Vendor 43403 - GRANITE CONSTRUCTION CO Totals			Invoices	1		\$4,047.16
14033294	Laboratory Equipment	Paid by EFT #1222		05/13/2024	05/22/2024	05/31/2024		05/21/2024	88.84
Vendor 44430 - HIGH SIERRA BUSINESS SYSTEMS			Vendor 15800 - HACH CO Totals			Invoices	1		\$88.84
138789	Service Contracts	Paid by EFT #1157		05/02/2024	05/15/2024	04/30/2024		05/15/2024	737.69
138863	Service Contracts	Paid by EFT #1157		05/02/2024	05/15/2024	04/30/2024		05/15/2024	151.69
Vendor 10103 - IDEXX DISTRIBUTION CORP			Vendor 44430 - HIGH SIERRA BUSINESS SYSTEMS Totals			Invoices	2		\$889.38
3151775557	Laboratory Equipment	Paid by EFT #1251		05/10/2024	05/29/2024	05/31/2024		05/29/2024	5,436.64
Vendor 43208 - IN-SITU INC			Vendor 10103 - IDEXX DISTRIBUTION CORP Totals			Invoices	1		\$5,436.64
INV107418	Laboratory Equipment	Paid by EFT #1223		05/13/2024	05/22/2024	05/31/2024		05/21/2024	192.65
Vendor 48056 - INFOSEND INC			Vendor 43208 - IN-SITU INC Totals			Invoices	1		\$192.65
261683	Printing & Postage Expenses	Paid by EFT #1158		04/30/2024	05/15/2024	04/30/2024		05/15/2024	10,995.31
Vendor 48140 - INTEGRITY LOCKSMITH			Vendor 48056 - INFOSEND INC Totals			Invoices	1		\$10,995.31



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
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
I40735	Buildings	Paid by EFT #1224		05/15/2024	05/22/2024	05/31/2024		05/21/2024	993.76
		Vendor 48140 - INTEGRITY LOCKSMITH Totals				Invoices	1		\$993.76
Vendor 48723 - ISLE INC									
INV-1744	Dues - Memberships - Certification	Paid by EFT #1252		04/23/2024	05/29/2024	05/31/2024		05/29/2024	13,200.00
		Vendor 48723 - ISLE INC Totals				Invoices	1		\$13,200.00
Vendor 50099 - JLR ENVIRONMENTAL CONSULTANT									
1600	DVR Irrigation Reporting	Paid by EFT #1159		04/08/2024	05/15/2024	04/30/2024		05/15/2024	7,977.10
		Vendor 50099 - JLR ENVIRONMENTAL CONSULTANT Totals				Invoices	1		\$7,977.10
Vendor 50024 - JONES MAYER									
121397	Legal Services April 2024	Paid by EFT #1253		04/30/2024	05/29/2024	04/30/2024		05/29/2024	8,460.00
		Vendor 50024 - JONES MAYER Totals				Invoices	1		\$8,460.00
Vendor 40821 - KENNEDY JENKS CONSULTANTS INC									
171367	Contractual Services	Paid by EFT #1160		04/30/2024	05/15/2024	04/30/2024		05/15/2024	6,026.52
171605	Al Tahoe Well Rehab	Paid by EFT #1225		05/09/2024	05/22/2024	05/31/2024		05/21/2024	8,784.10
		Vendor 40821 - KENNEDY JENKS CONSULTANTS INC Totals				Invoices	2		\$14,810.62
Vendor 43694 - KIMBALL MIDWEST									
102174205	Shop Supplies	Paid by EFT #1161		04/30/2024	05/15/2024	04/30/2024		05/15/2024	1,225.33
102175136	Shop Supplies & Small Tools	Paid by EFT #1161		04/30/2024	05/15/2024	04/30/2024		05/15/2024	212.28
		Vendor 43694 - KIMBALL MIDWEST Totals				Invoices	2		\$1,437.61
Vendor 22550 - LIBERTY UTILITIES									
200008895761 424	Electricity	Paid by EFT #1162		04/26/2024	05/15/2024	05/31/2024		05/15/2024	550.96
200008909257 424	Electricity	Paid by EFT #1162		04/26/2024	05/15/2024	05/31/2024		05/15/2024	2,108.50
200008899565 424	Electricity	Paid by EFT #1162		04/29/2024	05/15/2024	05/31/2024		05/15/2024	64.70
200008899961 424	Electricity	Paid by EFT #1162		04/29/2024	05/15/2024	05/31/2024		05/15/2024	97.40
200008904969 424	Electricity	Paid by EFT #1162		04/29/2024	05/15/2024	05/31/2024		05/15/2024	3,445.10
200008919678 424	Electricity	Paid by EFT #1162		04/29/2024	05/15/2024	05/31/2024		05/15/2024	207.54
200008919769 424	Electricity	Paid by EFT #1254		04/29/2024	05/29/2024	05/31/2024		05/29/2024	1,476.80
200008928133 424	Electricity	Paid by EFT #1162		04/29/2024	05/15/2024	05/31/2024		05/15/2024	3,544.82
200008932168 424	Electricity	Paid by EFT #1162		04/29/2024	05/15/2024	05/31/2024		05/15/2024	4,843.08
200008898336 424	Electricity	Paid by EFT #1162		04/30/2024	05/15/2024	05/31/2024		05/15/2024	1,259.27
200008904613 424	Electricity	Paid by EFT #1162		04/30/2024	05/15/2024	05/31/2024		05/15/2024	260.27
200008909570 424	Electricity	Paid by EFT #1162		04/30/2024	05/15/2024	05/31/2024		05/15/2024	1,911.77
200008919819 424	Electricity	Paid by EFT #1162		04/30/2024	05/15/2024	05/31/2024		05/15/2024	1,681.78
200008932028 424	Electricity	Paid by EFT #1162		05/01/2024	05/15/2024	05/31/2024		05/15/2024	4,584.09
200008895548 424	Electricity	Paid by EFT #1162		05/02/2024	05/15/2024	05/31/2024		05/15/2024	30.24
200008909356 424	Electricity	Paid by EFT #1162		05/02/2024	05/15/2024	05/31/2024		05/15/2024	76.66
200008909778 424	Electricity	Paid by EFT #1162		05/02/2024	05/15/2024	05/31/2024		05/15/2024	1,721.27
200008928224 424	Electricity	Paid by EFT #1162		05/02/2024	05/15/2024	05/31/2024		05/15/2024	193.29
200008928497 424	Electricity	Paid by EFT #1162		05/02/2024	05/15/2024	05/31/2024		05/15/2024	824.61
200008932903 424	Electricity	Paid by EFT #1254		05/10/2024	05/29/2024	05/31/2024		05/29/2024	2,388.39
200008913515 324	Electricity	Paid by EFT #1254		05/13/2024	05/29/2024	05/31/2024		05/29/2024	4,738.88



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
 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
200008923076 424	Electricity	Paid by EFT #1254		05/15/2024	05/29/2024	05/31/2024		05/29/2024	9,499.34
200008928034 424	Electricity	Paid by EFT #1254		05/15/2024	05/29/2024	05/31/2024		05/29/2024	6,563.20
200008928612 424	Electricity	Paid by EFT #1254		05/15/2024	05/29/2024	05/31/2024		05/29/2024	5,789.86
Vendor 22550 - LIBERTY UTILITIES Totals						Invoices	24		\$57,861.82
Vendor 47903 - LINDE GAS & EQUIPMENT INC									
42719674	Buildings	Paid by EFT #1163		05/02/2024	05/15/2024	05/31/2024		05/15/2024	13.35
42719675	Shop Supplies	Paid by EFT #1163		05/02/2024	05/15/2024	05/31/2024		05/15/2024	97.79
42805349	Shop Supplies	Paid by EFT #1255		05/09/2024	05/29/2024	05/31/2024		05/29/2024	17.33
42823802	Shop Supplies	Paid by EFT #1255		05/10/2024	05/29/2024	05/31/2024		05/29/2024	20.28
42841486	Pope Beach #1 Rehab	Paid by EFT #1226		05/11/2024	05/22/2024	05/31/2024		05/21/2024	117.24
42841487	Pope Beach #1 Rehab	Paid by EFT #1226		05/11/2024	05/22/2024	05/31/2024		05/21/2024	334.87
42859960	Shop Supplies	Paid by EFT #1255		05/14/2024	05/29/2024	05/31/2024		05/29/2024	51.62
Vendor 47903 - LINDE GAS & EQUIPMENT INC Totals						Invoices	7		\$652.48
Vendor 17900 - MCMASTER CARR SUPPLY CO									
26622333	Pope Beach Rehab	Paid by EFT #1164		05/07/2024	05/15/2024	05/31/2024		05/15/2024	260.62
27065961	Pope Beach PS #1 & #2 Rehab	Paid by EFT #1227		05/14/2024	05/22/2024	05/31/2024		05/21/2024	2,222.08
Vendor 17900 - MCMASTER CARR SUPPLY CO Totals						Invoices	2		\$2,482.70
Vendor 18150 - MEEKS LUMBER & HARDWARE									
Apr 24 Stmt	Shop Supplies & Small Tools	Paid by EFT #1228		04/30/2024	05/22/2024	05/31/2024		05/21/2024	2,087.18
Vendor 18150 - MEEKS LUMBER & HARDWARE Totals						Invoices	1		\$2,087.18
Vendor 43889 - MME MUNICIPAL MAINTENANCE									
021978	Automotive	Paid by EFT #1229		05/01/2024	05/22/2024	05/31/2024		05/21/2024	198.07
Vendor 43889 - MME MUNICIPAL MAINTENANCE Totals						Invoices	1		\$198.07
Vendor 49765 - NAPA AUTO PARTS									
723309	Field, Shop & Safety Supplies Inventory	Paid by EFT #1165		04/23/2024	05/15/2024	04/30/2024		05/15/2024	179.05
Apr 24 Stmt	Automotive & Shop Supplies	Paid by EFT #1165		04/30/2024	05/15/2024	04/30/2024		05/15/2024	3,176.10
Vendor 49765 - NAPA AUTO PARTS Totals						Invoices	2		\$3,355.15
Vendor 48315 - O'REILLY AUTO PARTS									
Apr 24 Stmt	Pipe - Covers & Manholes + Shop Supplies	Paid by EFT #1166		04/28/2024	05/15/2024	04/30/2024		05/15/2024	73.30
Vendor 48315 - O'REILLY AUTO PARTS Totals						Invoices	1		\$73.30
Vendor 44607 - OLIN PIONEER AMERICAS LLC									
900413420	Hypochlorite	Paid by EFT #1167		05/09/2024	05/15/2024	05/31/2024		05/15/2024	13,962.06
Vendor 44607 - OLIN PIONEER AMERICAS LLC Totals						Invoices	1		\$13,962.06
Vendor 20450 - PDM STEEL									
542814-01	Buildings	Paid by EFT #1168		05/03/2024	05/15/2024	05/31/2024		05/15/2024	799.86
Vendor 20450 - PDM STEEL Totals						Invoices	1		\$799.86
Vendor 49961 - PLATINUM ADVISORS LLC									



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
 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
36678	Contractual Services	Paid by EFT #1169		05/01/2024	05/15/2024	05/31/2024		05/15/2024	1,000.00
		Vendor 49961 - PLATINUM ADVISORS LLC Totals				Invoices	1		\$1,000.00
Vendor 50118 - PURCELL TIRE									
26455715	Automotive	Paid by EFT #1170		04/30/2024	05/15/2024	04/30/2024		05/15/2024	671.20
		Vendor 50118 - PURCELL TIRE Totals				Invoices	1		\$671.20
Vendor 49923 - QUADIENT FINANCE USA INC									
04/04/24	Postage prepaid	Paid by EFT #1230		05/03/2024	05/22/2024	05/31/2024		05/21/2024	1,500.00
		Vendor 49923 - QUADIENT FINANCE USA INC Totals				Invoices	1		\$1,500.00
Vendor 48443 - QUALITY CONTROL SERVICES INC									
74521	Service Contracts	Paid by EFT #1231		04/19/2024	05/22/2024	05/31/2024		05/21/2024	1,385.00
		Vendor 48443 - QUALITY CONTROL SERVICES INC Totals				Invoices	1		\$1,385.00
Vendor 50176 - DONALD READINGER									
BOOTS REIMB 24	Safety Equipment - Physicals	Paid by EFT #1171		05/05/2024	05/15/2024	05/31/2024		05/15/2024	100.00
		Vendor 50176 - DONALD READINGER Totals				Invoices	1		\$100.00
Vendor 49497 - REGULATORY INTELLIGENCE LLC									
STPUD524	Advisory	Paid by EFT #1232		05/15/2024	05/22/2024	05/31/2024		05/21/2024	533.72
		Vendor 49497 - REGULATORY INTELLIGENCE LLC Totals				Invoices	1		\$533.72
Vendor 48684 - RS AMERICAS INC									
9019284687	Wells	Paid by EFT #1172		04/26/2024	05/15/2024	05/31/2024		05/15/2024	284.79
9019312040	Wells & Pump Stations	Paid by EFT #1172		05/02/2024	05/15/2024	05/31/2024		05/15/2024	334.60
		Vendor 48684 - RS AMERICAS INC Totals				Invoices	2		\$619.39
Vendor 48689 - SABRE BACKFLOW LLC									
4089	Service Contracts	Paid by EFT #1233		05/09/2024	05/22/2024	05/31/2024		05/21/2024	318.47
		Vendor 48689 - SABRE BACKFLOW LLC Totals				Invoices	1		\$318.47
Vendor 48878 - BRAD SANBORN									
2576319	Water Use Reduction Rebates	Paid by EFT #1234		05/20/2024	05/22/2024	05/31/2024		05/21/2024	750.00
		Vendor 48878 - BRAD SANBORN Totals				Invoices	1		\$750.00
Vendor 50088 - DOROTHEA SCHWARTZ									
3414110-1	Toilet Rebate Program	Paid by EFT #1173		05/07/2024	05/15/2024	05/31/2024		05/15/2024	100.00
		Vendor 50088 - DOROTHEA SCHWARTZ Totals				Invoices	1		\$100.00
Vendor 49911 - SEARCHPROS STAFFING LLC									
24032631	Contractual Services	Paid by EFT #1174		03/26/2024	05/15/2024	04/30/2024		05/15/2024	1,502.11
24040229	Contractual Services	Paid by EFT #1174		04/02/2024	05/15/2024	04/30/2024		05/15/2024	1,502.11
24040927	Contractual Services	Paid by EFT #1174		04/09/2024	05/15/2024	04/30/2024		05/15/2024	1,549.28
24041627	Contractual Services	Paid by EFT #1174		04/16/2024	05/15/2024	04/30/2024		05/15/2024	1,539.85
24042329	Contractual Services	Paid by EFT #1174		04/23/2024	05/15/2024	04/30/2024		05/15/2024	1,358.31
24043031	Contractual Services	Paid by EFT #1174		04/30/2024	05/15/2024	04/30/2024		05/15/2024	1,520.98
24050731	Contractual Services	Paid by EFT #1174		05/07/2024	05/15/2024	05/31/2024		05/15/2024	1,634.20
24051431	Contractual Services	Paid by EFT #1235		05/14/2024	05/22/2024	05/31/2024		05/21/2024	1,709.68
		Vendor 49911 - SEARCHPROS STAFFING LLC Totals				Invoices	8		\$12,316.52
Vendor 48971 - SEWER EQUIPMENT CO									
0000220021	Automotive	Paid by EFT #1175		05/03/2024	05/15/2024	05/31/2024		05/15/2024	344.15



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
 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 48971 - SEWER EQUIPMENT CO Totals				Invoices	1	\$344.15
Vendor 48911 - JOHN SHERIDAN									
CWEA CONF 041224	Travel - Meetings - Education	Paid by EFT #1236		04/12/2024	05/22/2024	05/31/2024		05/21/2024	282.32
MILEAGE 041224	Travel - Meetings - Education	Paid by EFT #1176		05/11/2024	05/15/2024	05/31/2024		05/15/2024	136.68
			Vendor 48911 - JOHN SHERIDAN Totals				Invoices	2	\$419.00
Vendor 47832 - SHRED-IT									
8006934225	Office Supply Issues	Paid by EFT #1237		04/25/2024	05/22/2024	05/31/2024		05/21/2024	67.00
			Vendor 47832 - SHRED-IT Totals				Invoices	1	\$67.00
Vendor 48622 - SIERRA ECOTONE SOLUTIONS									
1188	Pope Beach Rehab	Paid by EFT #1177		05/01/2024	05/15/2024	05/31/2024		05/15/2024	1,000.00
			Vendor 48622 - SIERRA ECOTONE SOLUTIONS Totals				Invoices	1	\$1,000.00
Vendor 22620 - SIERRA SPRINGS									
5152426 050424	Supplies	Paid by EFT #1178		05/04/2024	05/15/2024	05/31/2024		05/15/2024	15.03
			Vendor 22620 - SIERRA SPRINGS Totals				Invoices	1	\$15.03
Vendor 48735 - SILVER STATE ANALYTICAL LAB									
LV314570	Monitoring	Paid by EFT #1179		05/06/2024	05/15/2024	04/30/2024		05/15/2024	258.00
			Vendor 48735 - SILVER STATE ANALYTICAL LAB Totals				Invoices	1	\$258.00
Vendor 43888 - SONSTRAY MACHINERY LLC									
ESA002645-1	Replace Water Reuse Backhoe #29	Paid by EFT #1238		04/29/2024	05/22/2024	05/31/2024		05/21/2024	172,362.18
PSO129398-1	Automotive	Paid by EFT #1238		05/02/2024	05/22/2024	05/31/2024		05/21/2024	388.60
PSO131398-1	Automotive	Paid by EFT #1256		05/07/2024	05/29/2024	05/31/2024		05/29/2024	265.80
			Vendor 43888 - SONSTRAY MACHINERY LLC Totals				Invoices	3	\$173,016.58
Vendor 44577 - SOUNDPROS INC									
240422-45	Public Relations Expense	Paid by EFT #1180		04/22/2024	05/15/2024	05/31/2024		05/15/2024	49.00
			Vendor 44577 - SOUNDPROS INC Totals				Invoices	1	\$49.00
Vendor 23400 - SOUTH TAHOE PUBLIC UTILITY DISTRICT									
2506132-001 424	Water & Other Utilities	Paid by EFT #1239		05/01/2024	05/22/2024	05/31/2024		05/21/2024	1,370.54
2612107-001 424	Water & Other Utilities	Paid by EFT #1239		05/01/2024	05/22/2024	05/31/2024		05/21/2024	100.92
2718021-001 424	Water	Paid by EFT #1239		05/01/2024	05/22/2024	05/31/2024		05/21/2024	152.24
3102034-001 424	Water	Paid by EFT #1239		05/01/2024	05/22/2024	05/31/2024		05/21/2024	231.50
3103021-001 424	Water	Paid by EFT #1239		05/01/2024	05/22/2024	05/31/2024		05/21/2024	152.24
3122506-001 424	Water & Other Utilities	Paid by EFT #1239		05/01/2024	05/22/2024	05/31/2024		05/21/2024	93.46
3221118-001 424	Other Utilities	Paid by EFT #1239		05/01/2024	05/22/2024	05/31/2024		05/21/2024	35.06
			Vendor 23400 - SOUTH TAHOE PUBLIC UTILITY DISTRICT Totals				Invoices	7	\$2,135.96
Vendor 45168 - SOUTHWEST GAS									
910000416224 424	Natural Gas	Paid by EFT #1181		05/01/2024	05/15/2024	05/31/2024		05/15/2024	40.50
910000657163 424	Natural Gas	Paid by EFT #1181		05/01/2024	05/15/2024	05/31/2024		05/15/2024	26.47
910000040369 424	Natural Gas	Paid by EFT #1240		05/06/2024	05/22/2024	05/31/2024		05/21/2024	306.80
910000041349 424	Natural Gas	Paid by EFT #1240		05/06/2024	05/22/2024	05/31/2024		05/21/2024	12.12
910000041350 424	Natural Gas	Paid by EFT #1240		05/09/2024	05/22/2024	05/31/2024		05/21/2024	103.57
910000665034 424	Natural Gas	Paid by EFT #1240		05/10/2024	05/22/2024	05/31/2024		05/21/2024	11.00



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
 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
910000183539 524	Natural Gas	Paid by EFT #1257		05/16/2024	05/29/2024	05/31/2024		05/29/2024	39.66
		Vendor 45168 - SOUTHWEST GAS Totals				Invoices	7		\$540.12
Vendor 45004 - STANTEC CONSULTING INC									
2227190	Contractual Services	Paid by EFT #1182		05/02/2024	05/15/2024	04/30/2024		05/15/2024	4,783.75
		Vendor 45004 - STANTEC CONSULTING INC Totals				Invoices	1		\$4,783.75
Vendor 48617 - STEEL-TOE-SHOES.COM									
STP050224	Safety Equipment - Physicals	Paid by EFT #1183		05/02/2024	05/15/2024	05/31/2024		05/15/2024	125.01
STP050924	Safety Equipment - Physicals	Paid by EFT #1183		05/09/2024	05/15/2024	05/31/2024		05/15/2024	164.20
		Vendor 48617 - STEEL-TOE-SHOES.COM Totals				Invoices	2		\$289.21
Vendor 48511 - SWRCB/DWOCP									
WHITE D1 2024	Dues - Memberships - Certification	Paid by Check #114613		05/01/2024	05/22/2024	05/31/2024		05/21/2024	55.00
		Vendor 48511 - SWRCB/DWOCP Totals				Invoices	1		\$55.00
Vendor 47798 - T&S CONSTRUCTION CO INC									
24-02A	Secondary Clarifier #1 Rehab	Paid by EFT #1241		04/30/2024	05/22/2024	05/31/2024		05/21/2024	65,250.00
24-02AR	Secondary Clarifier #1 Rehab Retainage	Paid by EFT #1241		04/30/2024	05/22/2024	05/31/2024		05/21/2024	(6,525.00)
		Vendor 47798 - T&S CONSTRUCTION CO INC Totals				Invoices	2		\$58,725.00
Vendor 48229 - TAHOE DAILY TRIBUNE									
IN137963	Public Relations Expense	Paid by EFT #1184		04/30/2024	05/15/2024	04/30/2024		05/15/2024	1,601.69
IN137964	Ads-Legal Notices	Paid by EFT #1184		04/30/2024	05/15/2024	04/30/2024		05/15/2024	839.00
IN137965	Ads-Legal Notices	Paid by EFT #1184		04/30/2024	05/15/2024	04/30/2024		05/15/2024	767.00
IN137966	Ads-Legal Notices	Paid by EFT #1184		04/30/2024	05/15/2024	04/30/2024		05/15/2024	565.00
IN137967	Ads-Legal Notices	Paid by EFT #1184		04/30/2024	05/15/2024	04/30/2024		05/15/2024	715.75
IN137968	Ads-Legal Notices	Paid by EFT #1184		04/30/2024	05/15/2024	04/30/2024		05/15/2024	750.00
		Vendor 48229 - TAHOE DAILY TRIBUNE Totals				Invoices	6		\$5,238.44
Vendor 50040 - TAHOE FLEET SERVICE									
1007	Automotive	Paid by EFT #1185		05/01/2024	05/15/2024	05/31/2024		05/15/2024	195.00
		Vendor 50040 - TAHOE FLEET SERVICE Totals				Invoices	1		\$195.00
Vendor 24450 - TAHOE VALLEY ELECTRIC SUPPLY									
5134253	Pipe - Covers & Manholes	Paid by EFT #1186		05/13/2024	05/15/2024	05/31/2024		05/15/2024	581.38
		Vendor 24450 - TAHOE VALLEY ELECTRIC SUPPLY Totals				Invoices	1		\$581.38
Vendor 48927 - TAHOE VALLEY LODGE									
1062	Standby Accommodations	Paid by EFT #1187		05/01/2024	05/15/2024	04/30/2024		05/15/2024	1,600.00
		Vendor 48927 - TAHOE VALLEY LODGE Totals				Invoices	1		\$1,600.00
Vendor 48477 - THOMAS SCIENTIFIC									
3174350	Laboratory Supplies	Paid by EFT #1188		01/03/2024	05/15/2024	04/30/2024		05/15/2024	126.85
3272692	Laboratory Supplies	Paid by EFT #1258		04/22/2024	05/29/2024	05/31/2024		05/29/2024	98.29
3277461	Laboratory Supplies	Paid by EFT #1258		04/26/2024	05/29/2024	05/31/2024		05/29/2024	320.72



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
 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
3280065	Laboratory Supplies	Paid by EFT #1258		04/30/2024	05/29/2024	05/31/2024		05/29/2024	169.65
3281461	Laboratory Supplies	Paid by EFT #1258		05/01/2024	05/29/2024	05/31/2024		05/29/2024	169.65
Vendor 48477 - THOMAS SCIENTIFIC Totals							Invoices	5	\$885.16
Vendor 48748 - THUNDERBIRD COMMUNICATIONS									
3447	Sewer & Water Field Communication Upgrades Phase 2	Paid by EFT #1189		04/22/2024	05/15/2024	04/30/2024		05/15/2024	1,505.00
Vendor 48748 - THUNDERBIRD COMMUNICATIONS Totals							Invoices	1	\$1,505.00
Vendor 48747 - TYLER TECHNOLOGIES INC									
045-464101	Service Contracts	Paid by EFT #1190		04/19/2024	05/15/2024	05/31/2024		05/15/2024	5,916.65
045-464102	Service Contracts	Paid by EFT #1190		04/19/2024	05/15/2024	05/31/2024		05/15/2024	26,019.00
Vendor 48747 - TYLER TECHNOLOGIES INC Totals							Invoices	2	\$31,935.65
Vendor 47973 - US BANK CORPORATE									
ABBONDANDOLO0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	408.84
ARCE0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	75.00
ASCHENBACH0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	556.08
BARTLETTB0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	1,039.87
BARTLETTTC0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	235.48
BAUGH0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	220.93
BORLEY0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	1,991.25
BUCKMAN0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	1,773.39
CASWELL0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	474.66
COLE0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	797.28
COLVEY0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	280.88
COMBES0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	666.20
COOLIDGE0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	469.90
DUPREE0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	130.00
GOLIGOSKI0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	52.50
GUTTRY0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	3,649.12
HUGHES0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	413.44
JONES0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	10.00
KAUFFMAN0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	1,946.75
LEE0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	200.00
MORSE0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	222.90
NELSON0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	190.76
RUTHERDALE0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	209.38
RYAN0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	527.24
SCHRAUBEN0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	1,905.42
SEELOS0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	30.45
SIANO0424A	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	422.00



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
 Report By Vendor - Invoice
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SIANO0424B	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	(422.00)
SKELLY0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	1,052.55
THOMSEN0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	1,359.83
TRELLA0424	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	51.49
USBANKCORPORATE	April 24 Stms	Paid by EFT #1242		04/22/2024	05/15/2024	04/30/2024		05/21/2024	307.34
Vendor 47973 - US BANK CORPORATE Totals							Invoices	32	\$21,248.93
Vendor 24951 - US DISTRICT COURT WATER MASTER									
FY24	Regulatory Operating Permits	Paid by EFT #1191		04/18/2024	05/15/2024	04/30/2024		05/15/2024	7,280.52
Vendor 24951 - US DISTRICT COURT WATER MASTER Totals							Invoices	1	\$7,280.52
Vendor 49947 - CUST#593278 USABBLUEBOOK									
INV00334214	Laboratory Equipment & Supplies	Paid by EFT #1192		04/15/2024	05/15/2024	05/31/2024		05/15/2024	709.03
Vendor 49947 - CUST#593278 USABBLUEBOOK Totals							Invoices	1	\$709.03
Vendor 44580 - VESTIS SERVICES LLC									
5980197353	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	80.12
5980197354	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	37.12
5980197355	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	24.33
5980197356	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	13.03
5980197357	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	10.17
5980197358	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	15.14
5980197359	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	96.52
5980197360	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	61.42
5980197361	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	24.90
5980197362	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	4.64
5980197363	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	74.30
5980197364	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	101.56
5980197365	Uniform Payable	Paid by EFT #1193		05/08/2024	05/15/2024	05/31/2024		05/15/2024	96.05
Vendor 44580 - VESTIS SERVICES LLC Totals							Invoices	13	\$639.30
Vendor 49540 - WATER SYSTEMS CONSULTING INC									
9158-REV	Contractual Services	Paid by EFT #1194		02/29/2024	05/15/2024	04/30/2024		05/15/2024	5,921.88
9208-REV	Contractual Services	Paid by EFT #1194		03/31/2024	05/15/2024	04/30/2024		05/15/2024	2,682.17
9209-REV	Bijou PS Rehab	Paid by EFT #1194		03/31/2024	05/15/2024	04/30/2024		05/15/2024	5,407.50
Vendor 49540 - WATER SYSTEMS CONSULTING INC Totals							Invoices	3	\$14,011.55
Vendor 25850 - WESTERN NEVADA SUPPLY									
41232481	Pipe - Covers & Manholes	Paid by EFT #1243		05/01/2024	05/22/2024	05/31/2024		05/21/2024	567.59
11228994	Pipe - Covers & Manholes	Paid by EFT #1195		05/06/2024	05/15/2024	05/31/2024		05/15/2024	4,992.96
11229000	Pipe - Covers & Manholes	Paid by EFT #1195		05/06/2024	05/15/2024	05/31/2024		05/15/2024	5,187.94
11240488	Boxes-Lids-Extensions Inventory	Paid by EFT #1195		05/07/2024	05/15/2024	05/31/2024		05/15/2024	4,900.41
11240605	Valves Elbows Ts Flanges Inventory	Paid by EFT #1195		05/07/2024	05/15/2024	05/31/2024		05/15/2024	2,667.26
11240614	Small Brass Parts Inventory	Paid by EFT #1195		05/07/2024	05/15/2024	05/31/2024		05/15/2024	1,290.91
11240616	Valves Elbows Ts Flanges Inventory	Paid by EFT #1195		05/07/2024	05/15/2024	05/31/2024		05/15/2024	1,144.49



Payment of Claims

Payment Date Range 05/09/24 - 05/29/24
 Report By Vendor - Invoice
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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
11043902	Saddles & Fittings Inventory	Paid by EFT #1195		05/08/2024	05/15/2024	05/31/2024		05/15/2024	1,182.43
11227741	Pipe - Covers & Manholes	Paid by EFT #1195		05/08/2024	05/15/2024	05/31/2024		05/15/2024	792.46
11242312	Pope Beach Rehab	Paid by EFT #1195		05/08/2024	05/15/2024	05/31/2024		05/15/2024	2,715.71
11240609	Couplings Omni Parts Inventory	Paid by EFT #1243		05/13/2024	05/22/2024	05/31/2024		05/21/2024	6,190.22
11244941	Valves Elbows Ts Flanges Inventory	Paid by EFT #1243		05/13/2024	05/22/2024	05/31/2024		05/21/2024	1,888.51
11244949	Valves Elbows Ts Flanges Inventory	Paid by EFT #1259		05/13/2024	05/29/2024	05/31/2024		05/29/2024	9,513.18
11244955	Saddles & Fittings Inventory	Paid by EFT #1243		05/13/2024	05/22/2024	05/31/2024		05/21/2024	358.55
11245023	Pipe - Covers & Manholes	Paid by EFT #1243		05/13/2024	05/22/2024	05/31/2024		05/21/2024	427.39
11212811	Fire Hydrants & Parts	Paid by EFT #1243		05/14/2024	05/22/2024	05/31/2024		05/21/2024	2,608.21
11253631	Pope Beach PS #1 & #2 Rehab	Paid by EFT #1243		05/16/2024	05/22/2024	05/31/2024		05/21/2024	1,843.45
11253678	Pope Beach PS #1 & #2 Rehab	Paid by EFT #1243		05/16/2024	05/22/2024	05/31/2024		05/21/2024	1,532.46
11254586	Saddles & Fittings Inventory	Paid by EFT #1243		05/16/2024	05/22/2024	05/31/2024		05/21/2024	1,976.53
11229004-1	Pipe - Covers & Manholes	Paid by EFT #1243		05/17/2024	05/22/2024	05/31/2024		05/21/2024	2,178.37
Vendor 25850 - WESTERN NEVADA SUPPLY Totals						Invoices	20		<u>\$53,959.03</u>
Vendor 50177 - RONALD & NAHEDA WILLIS									
3426405	Water Use Reduction Rebates	Paid by EFT #1244		05/14/2024	05/22/2024	05/31/2024		05/21/2024	750.00
Vendor 50177 - RONALD & NAHEDA WILLIS Totals						Invoices	1		<u>\$750.00</u>
Vendor 47959 - XYLEM WATER SOLUTIONS USA INC									
3556D21710	Replace Bellevue SPS Pump #1	Paid by EFT #1196		04/24/2024	05/15/2024	05/31/2024		05/15/2024	4,184.64
3556D21959	Al Tahoe PS Spare Pump	Paid by EFT #1260		04/25/2024	05/29/2024	05/31/2024		05/29/2024	94,226.69
3556D23070	Replace Bellevue SPS Pump #1	Paid by EFT #1196		05/02/2024	05/15/2024	05/31/2024		05/15/2024	9,899.75
Vendor 47959 - XYLEM WATER SOLUTIONS USA INC Totals						Invoices	3		<u>\$108,311.08</u>
Vendor 50178 - JONATHAN R YARBROUGH									
BOOTS2024	Safety Equipment - Physicals	Paid by EFT #1245		05/17/2024	05/22/2024	05/31/2024		05/21/2024	51.10
Vendor 50178 - JONATHAN R YARBROUGH Totals						Invoices	1		<u>\$51.10</u>
Vendor 50175 - LAUREN ZEFFARO									
3420311	Toilet Rebate Program	Paid by EFT #1197		05/07/2024	05/15/2024	05/31/2024		05/15/2024	200.00
Vendor 50175 - LAUREN ZEFFARO Totals						Invoices	1		<u>\$200.00</u>
Grand Totals						Invoices	317		<u>1,211,553.30</u>

Universal Fiberglass Chk #114611 6,738.20
 SWRCB Chk #114614 8,596.00
 #114622 16,870.00
 06/06/2024 P.O.C. Total **\$ 1,243,757.50**



SOUTH TAHOE PUBLIC UTILITY DISTRICT

David Peterson, President
Nick Haven, Director

BOARD MEMBERS
Shane Romsos, Vice President

Kelly Sheehan, Director
Nick Exline, Director

Paul Hughes, General Manager

Andrea Salazar, Chief Financial Officer

REGULAR MEETING OF THE BOARD OF DIRECTORS SOUTH TAHOE PUBLIC UTILITY DISTRICT May 16, 2024 MINUTES

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

ROLL CALL: Board of Directors: President Peterson, Directors Haven, Romsos, Sheehan, Exline

Absent: None.

Staff: Paul Hughes, Andrea Salazar, Keith Collins, Melonie Guttry, Shannon Chandler, Julie Ryan, Trevor Coolidge, Sara Nelson, Aaron Buckman, Star Glaze, Rachel Kallas, Mark Seelos, Vincent Stagnaro, Kyle Ostberg, Taylor Jaime, Stephen Caswell, Greg Dupree, Brent Goligoski, Chris Skelly, Donielle Morse, Megal Colvey.

Guests: Angel Stephany, Theresa Canepa, Tim Jones.

1. **PLEDGE OF ALLEGIANCE:**

2. **COMMENTS FROM THE PUBLIC:** None

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

4. **ADOPTION OF CONSENT CALENDAR:**

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

a. **WINTER STORMS EMERGENCY RESPONSE**

(Paul Hughes, General Manager)

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

b. **2024 TANKS COATING TOUCHUPS PROJECT – AMPP COATING INSPECTIONS**

(Megan Colvey, Senior Engineer)

1) Approved the proposed Scope of Work from Bay Area Coating Consultants to provide specialty AMPP-certified Coating Inspection services; and 2) Authorized the General Manager to execute Task Order No. 18 in the amount of \$48,363.00.

c. 2024 ASPHALT PATCHING AND TRENCH PAVING SERVICES CONTRACT

(Mark Seelos, Water Resources Manager)

(1) Approved Change Order No. 1 to GB General Engineering Contractor, Inc., adding \$5,779.20 to the contract; and 2) Authorized the General Manager to execute Change Order No. 1.

d. WASTEWATER TREATMENT PLANT SOLAR PROJECT

(Julie Ryan, Engineering Department Manager)

(1) Executed Coverage Transfer Agreement with El Dorado County; and (2) Authorize staff and legal counsel to make minor modifications to the agreement if necessary.

e. RESOLUTIONS TO SUBMIT APPLICATION FOR THE GLENWOOD-RANCHO, LAKE TAHOE BLVD, TAHOE MOUNTAIN WATERLINE UPGRADES PROJECT LOAN FROM THE STATE WATER RESOURCES CONTROL BOARD DRINKING WATER STATE REVOLVING LOAN FUND

(Donielle Morse, Grant Coordinator)

Adopted Reimbursement Resolution No. 3277-24 and Authorizing Resolution No. 3278-24 to Apply for the Glenwood-Rancho, Lake Tahoe Blvd, Tahoe Mountain Waterline Upgrades Project Construction Loan from the State Water Resources Control Board Drinking Water State Revolving Loan Fund.

f. MARCH 31, 2024 FISCAL YEAR TO DATE FINANCIAL STATEMENTS

(Andrea Salazar, Chief Financial Officer)

Received and filed the March 31, 2024 Income Statement and Balance Sheet Reports.

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

Received and filed Payment of Claims in the amount of \$5,098,438.50.

h. REGULAR BOARD MEETING MINUTES: , 2024

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

Approved May 16, 2024, Minutes

5. CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION: None**6. PROPOSITION 218 PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS AND PROTESTS REGARDING PROPOSED WATER AND SEWER RATE INCREASES: Sara Nelson and Julie Ryan presented**

President Peterson opened the Public Hearing at 2:03 p.m. **Sara Nelson** described the Proposition 218 rate setting process, including holding this public hearing, and introduced **Julie Ryan**, Engineering Department Manager. Addressing the proposed rate increases, **Julie Ryan** provided a comprehensive overview of the District's infrastructure needs, plans, costs, and goals. Public comment was received:

Theresa Canepa opposes the water and sewer rate increases. She is a homeowner and has concerns for how this may affect her tenants. **Paul Hughes** provided a brief explanation of the Customer Assistance Program.

Angel Stephany expressed concern for a future budget shortfall in funding the CIP projects. **Paul Hughes** responded there is no anticipated shortfall based on the proposed CIP plan.

Sara Nelson solicited any additional protests per Proposition 218, to which there were none.

President Peterson closed the Public Hearing at 2:33 p.m. **Sara Nelson** reported the District received 261 water rate protests, which equals 1.8%, and 295 sewer rate protests, which equals 1.6% of total connections. Further discussion ensued regarding the state of inflation, costs of

materials, customer assistance program and what other rate increase relief the district may be able to offer.

7. ITEMS FOR BOARD ACTION:

- a. Water and Sewer Rate Ordinance (Andrea Salazar, Chief Financial Officer) - **Andrea Salazar** presented the proposed Ordinance and Board discussion ensued. **President Peterson** explained the difficulties of an aging water and sewer system – this system is 50 years old and these problems exist. STPUD is a non-profit utility which has no stockholders other than the community members that it serves. It is frustrating that costs are going up everywhere – materials, labor, utilities, groceries, etc. and that same inflation is hitting STPUD. Board members further commented if these infrastructure problems are not solved now, they will be more problematic in the future. This reality is challenging and was not taken lightly. The Board expressed appreciation for staff in managing the Prop 218 process well.

Moved Sheehan/Second Exline/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes to enact Ordinance No. 589-24, an amendment to the South Tahoe Public Utility District's Ordinance No. 464 and superseding Water and Sewer rate Ordinance No. 573-19 in its entirety.

- b. Fiscal Year 2024/25 Water Enterprise Fund Budget (Andrea Salazar, Chief Financial Officer) **Andrea Salazar** reported on the Water Enterprise Fund Budget. There were no questions from the Board.

Moved Sheehan/Second Exline/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes to adopt Resolution 3275-24 for the Fiscal Year 2024/25 Water Enterprise Fund Budget and authorize staff to incorporate any adjustments or changes necessary as a result of Board action.

- c. Fiscal Year 2024/25 Sewer Enterprise Fund Budget (Andrea Salazar, Chief Financial Officer) **Andrea Salazar** reported on the Sewer Enterprise Fund Budget. There were no questions from the Board.

Moved Exline/Second Sheehan/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes to adopt Resolution 3276-24 for the Fiscal Year 2024/25 Sewer Enterprise Fund Budget and authorize staff to incorporate any adjustments or changes necessary as a result of Board action.

- d. Biosolids Hauling Contract (Aaron Buckman, Manager of Plant Operations) - **Aaron Buckman** shared background information and highlights from the proposed contract with Tahoe Basin Container Service, Inc., and addressed questions from the Board. **Director Romsos** requested to discuss ways to reduce biosolids as a topic at the next Operations Committee meeting.

Moved Sheehan/Second Romsos/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes to 1) Authorize exception to formal competitive solicitation procedures due to special circumstances, as allowed for in the Purchasing Policy; and 2) Authorize District staff to execute a five-year contract with Tahoe Basin Container Service, Inc. in the estimated annual amount of \$243,000.

- e. Stanford Camp Electrical and Generator Building Emergency Replacement Project – Rebid (Trevor Coolidge, Senior Engineer) **Trevor Coolidge** reported on the status of the Rebid stating that

White Rock Construction was the lowest responsive responsible bidder. **Director Romsos** stated he appreciates the savings to the ratepayers and was glad that White Rock rebid. He thanked staff for the extra effort.

Moved Haven/Second Romsos/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes to 1) Waive minor deviations in White Rock Construction's bid, and 2) Award the Stanford Camp Electrical and Generator Building Emergency Replacement Project – Rebid in the amount of \$559,600 to White Rock Construction.

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

Director Exline reported the Sustainability Committee meeting was canceled but he appreciated that the District was well-represented at the TRPA Governing Board meeting for solar approval. He commended the good work and collaboration with TRPA and the County.

Director Romsos reported the Operations Committee was canceled this month but will be held in June. He thanked staff for the good work on the solar project and looks forward to breaking ground.

9. BOARD MEMBER REPORTS:

President Peterson attended the Congressional Western Caucus at Edgewood. He also attended the El Dorado Water Agency Annual Plenary; EDWA Board meeting by Zoom; as well as the ACWA conference in Sacramento. Among many topics was a legal item around changes to the conflict of interest rules for campaign contributions that the District should look into.

Director Romsos will attend the CASA conference in Monterey 7/31 – 8/2/24.

10. STAFF/ATTORNEY REPORTS:

Shelly Thompsen provided an update on outreach and education efforts by the conservation department including details on the gardening series and press releases regarding watering days, conservation rebates and drip irrigation. In partnership with STEEC, STPUD is providing environmental education in the schools through elementary field trips, presentations at the career fair, shop class at the High School, and the CTE class toured the plant. STPUD will have a booth at the Wildfire Expo, farmers markets, and many other upcoming events, including a float in the 4th of July parade.

11. GENERAL MANAGER REPORT:

No report.

12. NOTICE OF PAST AND FUTURE MEETINGS/EVENTS

13. BREAK AND ADJOURN TO CLOSED SESSION: 3:12 p.m.

RECONVENE TO OPEN SESSION: 3:50 p.m.

No reportable Board Action.

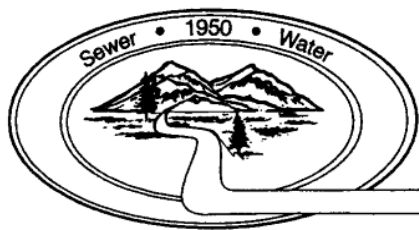
ADJOURNMENT: 3:51 p.m.

David Peterson, Board President
South Tahoe Public Utility District

Shannon Chandler, Administrative Analyst/
Assistant Clerk of the Board
South Tahoe Public Utility District

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 6a

TO: Board of Directors
FROM: Andrea Salazar, Chief Financial Officer
MEETING DATE: July 6, 2024
ITEM – PROJECT NAME: California Uniform Public Construction Cost Accounting Act (CUPCCAA or UPCCAA)

REQUESTED BOARD ACTION: (1) Approve Resolution 3281-24 electing to become subject to the Uniform Public Construction Cost Accounting Procedures; (2) Enact Ordinance No. 590-24 which adds new Administrative Code Section 8, Uniform Construction Cost Accounting Act; (3) Approve Public Works Construction Purchasing Policy; and (4) Approve Maintenance and Non-Public Works Purchasing Policy.

DISCUSSION: At the February 1, 2024 Board meeting members of the Board expressed the desire to become subject to the provisions of the California Uniform Public Construction Cost Accounting Act Procedures (CUPCCAA or UPCCAA) to allow for a more streamlined approach to public works construction projects. In order to ensure adherence and compliance with the act, staff have prepared the necessary Resolution, Ordinance and Policies which will be in effect July 6, 2024.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution 3281-24, Ordinance 590-24, Public Works Construction Purchasing Policy and Maintenance and Non-Public Works Purchasing Policy

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

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RESOLUTION NO. 3281-24

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT ELECTING TO BECOME SUBJECT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT PROCEDURES ("UPCCAA")

WHEREAS, on February 1, 2024, Board of Directors of the South Tahoe Public Utility District ("Board") expressed its desire to become subject to the provisions of the Uniform Public Construction Cost Accounting Act Procedures ("UPCCAA") to allow for a more streamlined approach to public works construction projects; and,

WHEREAS, at that meeting, the Board directed staff to prepare the necessary documents, resolutions, and ordinances in connection with availing itself of the UPCCAA procedures.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. Pursuant to the provisions of Section 22030 of the Public Contracts Code of the State of California, the Board of Directors of the South Tahoe Public Utility District ("District") hereby elects to become subject to the Uniform Public Construction Cost Accounting Act Procedures formulated by the California Uniform Public Construction Cost Accounting Commission pursuant to the provisions of Sections 22010 et seq.

2. The District will meet the requirements prescribed in the California Uniform Public Construction Cost Accounting Commission's Cost Accounting Policies and Procedures Manual, as the same is amended and updated. The effective date the District will implement the accounting and bidding procedures is July 6, 2024.

3. The Clerk of the Board is hereby directed to forward a certified copy of this Resolution to the Controller of the State of California.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution was duly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a regularly scheduled meeting held on the 6th day of June, 2024, by the following vote:

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AYES:

NOES:

ABSENT:

David Peterson, Board President
South Tahoe Public Utility District

ATTEST: _____
Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District

ORDINANCE NO. 590-24

AN ORDINANCE OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT SETTING ADDING NEW ADMINISTRATIVE CODE SECTION 8, UNIFORM CONSTRUCTION COST ACCOUNTING ACT

Be it enacted by the Board of Directors of the South Tahoe Public Utility District, County of El Dorado, State of California, as follows:

SECTION I - PURPOSE

8.1 **Purpose.** The purpose of this Section is to establish procedures for public works construction projects in the District in compliance with the California Public Contract Code, Division 2, Part 1 and Division 2, Part 3, the Local Agency Public Construction Act, including the Alternate Provisions of the Uniform Construction Cost Accounting Act.

SECTION II – BIDDING PROCESS

8.2 **Bidding thresholds.**

8.2.1 **Projects \$60,000 or less.** Construction projects valued at the amount specified in California Public Contract Code § 22032(a) or less may be performed by District forces, by negotiated contract or by purchase order.

8.2.2 **Projects \$200,000 or less.** Construction projects valued at the amount specified in California Public Contract Code § 22032(b) or less may be let to contract by informal bidding procedures, set forth in Section 8.3 below, to the lowest responsible bidder.

8.2.3 **Projects \$200,000 or more.** Construction projects valued at more than the amount specified in California Public Contract Code § 22032(c) shall be let by formal bidding procedure, set forth in Section 8.4 below, to the lowest responsible bidder.

8.2.4 **Project splitting.** It shall be unlawful to split projects into smaller work orders or projects for the purpose of evading the provisions of this Section or applicable state laws.

8.3 **Informal Bidding Procedures.**

8.3.1 **Notice inviting bids.** The notice inviting bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids. Notice shall be provided in accordance with either Section 8.3.2(a) or (b), or both.

8.3.2 Notice to contractor.

(a) The District shall maintain a list of qualified contractors, identified according to categories of work. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this division shall be completed not less than ten calendar days before bids are due.

(b) The District may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals as specified in California Public Contract Code § 22036.

8.3.2.3 Award of bids in excess of informal amount. If all the bids received are in excess of \$200,000, the District Board may, by adoption of a resolution by a four-fifths vote, award the contract up to \$215,000, to the lowest responsible bidder if it determines the cost estimate of the District was reasonable.

8.4 Formal Bidding Procedures.

Notices inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the District; or, if there is no newspaper printed and published within the District, in a newspaper of general circulation which is circulated within the District. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in California Public Contract Code § 22036. The notice shall be sent at least 15 calendar days before the date of opening the bids. In addition, the District may also give such other notice as it deems proper, including mailing or e-mailing the notice to prospective vendors and contractors.

8.5 Award.

In both informal and formal bidding process, award shall be to the lowest responsible bidder. If two or more bids are the same and the lowest, the District may accept the one it chooses.

8.6 Rejection of Bids.

In its discretion, the District may reject any bids presented if the District declares that the project can be performed more economically by employees of the District. Prior to rejecting any bids, the District shall furnish a written notice to an apparent low bidder informing the bidder of the District's intention to reject the bid. Said notice shall be mailed at least two business days prior to the hearing at which the District intends to reject the bid. If after the first invitation of bids all bids are rejected, after reevaluating its cost estimates of the project, the District shall have the option of either of the following:

(a) Abandoning the project or re-advertising for bids, or

(b) With the passage of a resolution by a four-fifths vote of the Board declaring that the project can be performed more economically by the employees of the District, may have the project done by force account.

8.7 **No bids.** If no bids are received through the formal or informal procedure, the project may be performed by the employees of the District by force account, or by negotiated contract.

8.8 **Contract and Change Order Signing Authority.**

8.8.1 **Signing Authority.** The General Manager, or designee, has the authority to award informal bids up to \$75,000 and to sign all contracts associated therewith. All informal bids and formal bids over \$75,000 shall be awarded by the Board and signed by the President.

8.8.2 **Change Orders.** The Board of Directors is required to approve any changes which increase the cost of a formally bid project; and contract changes for those projects must be approved by a four-fifth vote of the Board of Directors.

8.9 **Emergency Work.**

8.9.1 **Declaration of Emergency.** In the case of an emergency, the District, pursuant to a four-fifths vote of the Board, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The Board, in the resolution, shall make findings that the emergency is such that it will not permit a delay which would occur from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

8.9.2 **Delegation of Authority.** The Board, by a four-fifths vote herein, delegates to the General Manager the authority to make an initial determination of an emergency and take any action under section 8.9.1.

(b) If the General Manager orders any action specified in section 8.9.1, the General Manager shall report to the Board, at its next meeting, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

8.9.3 **Review of the Emergency.**

(a) If the Board orders any action specified in section 8.9.1, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

(b) If the General Manager orders any action specified in section 8.9.1, the Board shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

(c) The Board shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

SECTION VII – SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance and its implementing rules and regulations is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or the Administrative Code. The Board of Directors declares and determines that it would have passed section, subsection, subdivision, paragraph, sentence, clause or phrase thereof of this Ordinance and its implementing rules and regulations and the Administrative Code irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be determined to be unconstitutional or invalid.

SECTION VIII – EFFECTIVE DATE

This Ordinance amending the above referenced section of the Administrative Code shall take effect thirty days after its passage.

PASSED AND ADOPTED by the Board of Directors of the South Tahoe Public Utility District at its duly held regular meeting on the _____ day of _____, 2024, by the following vote:

AYES:
NOES:
ABSENT:

David Peterson, President
South Tahoe Public Utility District

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

South Tahoe Public Utility District

Public Works Construction Purchasing Policy

The District elected to become a participating member of the California Uniform Public Construction Cost Accounting Act (CUPCCAA) effective July 6, 2024. The CUPCCAA is at section 22000 et seq in the California Public Contract Code. It establishes (3) monetary levels for contracting public works projects. All employees are required to follow this policy for Public Work Projects of the South Tahoe Public Utility District. All costs should be considered including labor, materials, sales tax, freight, and installation in defining "purchase" price for comparison with the dollar thresholds indicated in this policy

A Public Works Project is defined as the following:

- ❖ Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- ❖ Painting or repainting of any publicly owned, leased, or operated facility.
- ❖ In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

It is the intent of this policy to ensure that District purchases are cost effective, encourage competition, and follow all applicable laws. Nothing in this policy shall preclude the District from using its own labor resources and supplies to complete any project for ordinary upkeep, maintenance, or repairs.

GENERAL REQUIREMENTS

Orders for unbudgeted capital outlay items must be authorized by the Chief Financial Officer (CFO) prior to the order being placed.

Orders for public works projects over \$1000 shall require the payment of prevailing wages as mandated by California Law. Payments for public works projects exceeding \$5000, may require a 5% retention unless the project is deemed to be "substantially complex".

ALL INVENTORY PURCHASES

All purchases of "inventory" items require use of District's Inventory ReOrder Batch System.

PURCHASES OF \$0.00 - \$60,000.00

District Staff will have 3 options for this level of project: (1) Utilization of internal resources, (2) Contract/PO or (3) Negotiated contract. District Staff will obtain at least 3 competitive quotes (if available) and approval by the General Manager (and by the CFO for any unbudgeted purchase), before the order is placed with the company providing the quote in the best interest of the District.

PURCHASES OF \$60,000.01 - \$200,000.00

District staff will follow informal public bidding procedures, as modified by the Act in Public Contract Code section 22034.

The Purchasing Agent will review all Notice Inviting Bids or other solicitation documents before publication and conduct all bidding procedures to include the notification to applicable trade journals and qualified contractors (15) days prior to the bid opening. Any projects utilizing Federal and/or State Funding sources may have additional requirements which must be abided. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project and state the time and place for the submission of the bids.

Purchases in the amount of \$ 60,000.01 - \$75,000 shall be approved by the General Manager while purchases greater than \$75,000 shall be approved by the Board of Directors.

California Code requires projects to be awarded to the lowest responsible bidder (unless completed by District resources as mentioned in the beginning of this policy).

If all bids received are in excess of two hundred thousand dollars (\$200,000), the Board of Directors may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred twelve thousand, five hundred dollars (\$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

PURCHASES EXCEEDING \$200,000.00

District staff will advertise for competitive bids and follow procedures as outlined in the Public Contract Code section 22037; and all purchases shall be approved by the Board of Directors. Participating in or matching other government or purchasing coalition contracts, which have recently been competitively awarded, qualifies as having met the formal public competitive requirement.

The Supervisor or Manager will submit to the Purchasing Agent completed specifications for item/s and/or services to be bid. Upon request, the Purchasing Agent will assist the Supervisor or Manager in developing specifications.

The Purchasing Agent will review all Notice Inviting Bids or other solicitation documents before publication and conduct all bidding procedures pursuant to Public Contract Code Section 22037, as well as including notification to applicable trade journals, qualified contractors and general public (15) days prior to the bid opening. Any projects utilizing Federal and/or State Funding sources may have additional requirements which must be abided. Exceptions may be made for those procedures completed by the Engineering Division and/or outside consulting firms.

Those bids opened by the Purchasing Agent will be evaluated with the assistance of the Supervisor and/or Manager, prior to submitting the bid results to the General Manager for consideration of award. The award will be to the lowest responsible bidder.

Any changes which increase the cost of a formally bid public works project must also be approved by the Board of Directors; and contract changes for those projects must be approved by a four-fifth vote of the Board of Directors.

EXEMPTED FROM FORMAL COMPETITIVE SOLICITATION

1. Purchase of services (excluding new construction, alteration, maintenance, or repair services), including special services or advice in financial, economic, accounting, engineering, legal or administrative matters (if the person hired is specially trained and experienced and competent to perform those services), and including representatives to aid or prevent the passage of legislation beneficial or detrimental to the District. Also, if service is a substantial or critical portion of an article purchase, other methods of solicitation may be considered including but not limited to bid award based upon best value or solicitations which consider other cost, quality or service factors.
2. Purchase of commodities or services of (utilities) light, water, power, heat, transportation, telephone service or other means of communication, or means for the disposition of garbage, sewage, or refuse matter.
3. When contracting with suppliers competitively awarded State of California price schedules, commodity contracts, master agreements, cooperative agreements, and other types of agreements that leverage the state's buying power (for goods, information technology, and services).

EXCEPTIONS TO INFORMAL COMPETITIVE SOLICITATION FOR ITEMS LESS THAN \$60K

In any of the following instances, the requirements of informal competitive solicitation for those projects under \$60K may be dispensed with if decided by the General Manager or the Board of Directors as per their applicable approval level:

1. When the item (merchandise or service) can be obtained from only one source.
2. When the item is required or is economically preferable to match or be compatible with other furnishings, materials or equipment presently on hand and the purchase is made from the manufacturer or supplier who supplied other such furnishings, materials or equipment.
3. When the item has been standardized by the District and can be purchased from only one source or is purchased from the original manufacturer or supplier.

EXCEPTIONS TO FORMAL COMPETITIVE SOLICITATION

1. When all bids are considered unsatisfactory or excessive and are rejected by the Board of Directors by a four-fifths vote, the District may do any necessary work and make necessary expenditures in lieu of contracting for the proposed work.
2. When the General Manager and/or Board of Directors (by a four-fifths vote) declares an emergency, after finding that conditions will not permit a delay resulting from a competitive solicitation for bids. All actions thereafter taken will be reported to the Board until the emergency action is terminated (at the earliest possible date that conditions warrant).

Nothing in this policy shall prevent the General Manager of the District from ordering any action necessary and appropriate to respond to sudden, unexpected occurrences that pose a clear and imminent danger requiring immediate action to prevent, or mitigate the loss or impairment of life, health, property and essential public services.

If any portion of this policy is in conflict with rules, regulations or legislation having authority over the South Tahoe Public Utility District, said rules, regulations or legislation shall prevail.

ADDITIONAL CONSIDERATIONS

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of

monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

South Tahoe Public Utility District

Maintenance and Non-Public Works Purchasing Policy

All employees are required to follow this policy for Maintenance and non-Public Works Projects of the South Tahoe Public Utility District. All costs should be considered including labor, materials, sales tax, freight, and installation in defining "purchase" price for comparison with the dollar thresholds indicated in this policy.

Maintenance as defined in Public Contract Code 20656 is the following:

- ❖ Routine, recurring, and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility for its intended purposes in a safe and continually usable condition for which it was designed, improved constructed, altered or repaired. "Facility" means any plant, building, structure, ground facility, utility system, or real property.
- ❖ This definition of "maintenance" expressly includes, but is not limited to carpentry, electrical, plumbing, glazing, and other craft work designed consistent with the definition set forth above to preserve the facility on a safe, efficient, and continually usable condition for which it was intended, including repairs, cleaning, and other operations on machinery and other equipment permanently attached to the building or realty as fixtures.
- ❖ This definition does not include, among other types of work, janitorial or custodial services and protection of the sort provided by guards or other security forces.
- ❖ It is the intent of the Legislature that this definition does not include painting or decorating other than touchup.

Non-Public Works Projects are defined as:

- ❖ Procurement of contracting for supplies and/or services not solicited as Public Works Construction Projects (Reference Public Works Projects Purchasing Policy for a detailed description).

It is the intent of this policy to ensure that District purchases are cost effective, encourage competition, and follow all applicable laws. Nothing in this policy shall preclude the District from using its own labor resources and supplies to complete any project for ordinary upkeep, maintenance, or repairs.

GENERAL REQUIREMENTS

Public Contract Code 20201 requires bidding on maintenance contracts whose value exceeds \$15,000 for Public Utility Districts.

Public Contract Code 20207.7 requires bidding on articles, or goods for which a contract does not exist whose value exceeds \$10,000 for Public Utility Districts.

Orders for projects over \$1000 shall require the payment of prevailing wages as mandated by California Law. Payments for projects exceeding \$5000, may require a 5% retention unless the project is deemed to be “substantially complex”.

REQUIREMENTS FOR PROFESSIONAL SERVICES

For architectural, landscape architectural, engineering, environmental, land surveying, construction management and other professional services which are similar and require professional or expert judgment; selection will be based upon demonstrated competence and on qualifications for the types of services to be performed, provided at fair and reasonable prices. Contracting procedures for professional services shall also assure maximum participation of small business firms. Construction project management firms must provide evidence of their expertise and experience. Firms supplying architectural design services exceeding \$10,000 must indemnify and hold harmless the District against any and all liability.

ALL INVENTORY PURCHASES

All purchases of “inventory” items require use of District’s Inventory ReOrder Batch System.

LOCAL PURCHASES \$0.00 - \$1,000.00

A purchase order could be input, or an invoice or receipt which has been approved by the appropriate supervisor and indicates budgetary account number/s shall be given to Accounts Payable.

Local purchases are defined as those purchases made within the District service boundaries or the Stateline and Kingsbury areas. Any purchases outside these defined areas are not considered local purchases.

OTHER PURCHASES \$0.00 - \$5,000.00

A purchase order is required for all non-local purchases and for all local purchases over \$1000. A purchase order which has the applicable budgeted funds available to it, shall be input and approved by the authorized Supervisor or Manager prior to the order being placed.

Exceptions: The Purchasing Agent at his/her discretion may waive the use of a purchase order based on the following criteria:

1. Price will not exceed \$1000.00
2. PO not required by vendor
3. Completed purchase

PURCHASES OF \$5,000.01 - \$10,000.00

A purchase order is required. An order shall be approved by either the General Manager, Assistant General Manager or the Chief Financial Officer prior to the order being placed. In the absence of the General Manager, Assistant General Manager or Chief Financial Officer; a member of the Board of Directors' Finance Committee should be contacted for approval of any purchases that are considered an emergency or when the health and welfare of the community is involved.

PURCHASES OF \$10,000.01 - \$15,000.00

District Staff will obtain 3 competitive quotes (if available) and approval by the General Manager (and by the CFO for any unbudgeted purchase), before the order is placed with the company providing the quote in the best interest of the District.

PURCHASES OF \$15,000.01 - \$75,000.00

District staff will advertise for competitive bids or solicit proposals and follow procedures as outlined in the California Law Codes; and all purchases shall be approved by the General Manager. Participating in or matching other government or purchasing coalition contracts, which have recently been competitively awarded, qualifies as having met the formal public competitive requirement.

The Supervisor or Manager will submit to the Purchasing Agent completed specifications for item/s to be bid. Upon request, the Purchasing Agent will assist the Supervisor or Manager in developing specifications.

The Purchasing Agent will review all Requests for Proposal (RFP) or other solicitation documents before publication and conduct all bidding procedures except for those documents and procedures completed by the Engineering Division or outside consulting firms.

Those bids opened by the Purchasing Agent will be evaluated with the assistance of the Supervisor and/or Manager, prior to submitting the bid results to the General Manager for consideration of award.

Notes: For every complete maintenance and non-public works projects, consider the costs of materials, supplies and labor together when computing whether the project exceeds \$15,000. California Code requires those projects to be let to the lowest responsible bidder (unless completed by District resources as mentioned in the beginning of this policy).

And: Any changes which increase the cost of a formally bid project must also be approved by the Board of Directors; and contract changes for those projects must be approved by a four-fifth vote of the Board of Directors.

PURCHASES EXCEEDING \$75,000.00

Procedures are the same as those in the previous section but required approvals and awards must be made by the Board of Directors.

EXEMPTED FROM FORMAL COMPETITIVE SOLICITATION

1. Purchase of services (excluding new construction, alteration, maintenance, or repair services), including special services or advice in financial, economic, accounting, engineering, legal or administrative matters (if the person hired is specially trained and experienced and competent to perform those services), and including representatives to aid or prevent the passage of legislation beneficial or detrimental to the District. Also, if service is a substantial or critical portion of an article purchase, other methods of solicitation may be considered including but not limited to bid award based upon best value or solicitations which consider other cost, quality or service factors.
2. Purchase of commodities or services of (utilities) light, water, power, heat, transportation, telephone service or other means of communication, or means for the disposition of garbage, sewage, or refuse matter.
3. When contracting with suppliers competitively awarded State of California price schedules, commodity contracts, master agreements, cooperative agreements, and other types of agreements that leverage the state's buying power (for goods, information technology, and services).

EXCEPTIONS TO FORMAL COMPETITIVE SOLICITATION EXCLUDING MAINTENANCE

In any of the following instances, the requirements of formal competitive solicitation may be dispensed with if decided by the General Manager or the Board of Directors as per their applicable approval level:

(EXCEPTIONS)

1. When the item (merchandise or service) can be obtained from only one source.
2. When the item is required or is economically preferable to match or be compatible with other furnishings, materials or equipment presently on hand and the purchase is made from the manufacturer or supplier who supplied other such furnishings, materials or equipment.
3. When the item has been standardized by the District and can be purchased from only one source or is purchased from the original manufacturer or supplier.

4. When the Board of Directors or General Manager determines that due to special circumstances, it is in the District's best interest to purchase an item or enter into a contract without compliance with the bidding procedures i.e. competitive proposals would not be useful, would not produce an advantage or would be undesirable, impractical, or impossible. Special circumstances include, but are not limited to, maintenance and inspection services and other situations where obtaining qualified bids is difficult, when there is a limited number of qualified bidders, and/or where the type of services to be performed precludes the District from obtaining multiple bids.

EXCEPTIONS TO FORMAL COMPETITIVE SOLICITATION

1. When all bids are considered unsatisfactory or excessive and are rejected by the Board of Directors by a four-fifths vote, the District may do any necessary work and make necessary expenditures in lieu of contracting for the proposed work.
2. When the General Manager and/or Board of Directors (by a four-fifths vote) declares an emergency, after finding that conditions will not permit a delay resulting from a competitive solicitation for bids. All actions thereafter taken will be reported to the Board until the emergency action is terminated (at the earliest possible date that conditions warrant).

Nothing in this policy shall prevent the General Manager of the District from ordering any action necessary and appropriate to respond to sudden, unexpected occurrences that pose a clear and imminent danger requiring immediate action to prevent, or mitigate the loss or impairment of life, health, property and essential public services.

If any portion of this policy is in conflict with rules, regulations or legislation having authority over the South Tahoe Public Utility District, said rules, regulations or legislation shall prevail.

EXCEPTIONS TO PURCHASE ORDERS To maintain efficiency, a requisition or purchase order is not required for:

- Radio/Newspaper/Media Publication or Advertising commitments \$1000 or less
- Fees from the District's General Counsel
- Customer Refunds (Requires a completed Refund Request form)
- Debt Service Payments
- Freight Charges
- Bulk Fuels
- Insurance Premiums, Insurance Claims, and Other Non-Public-Work Claim Payments
- Laboratory Testing
- Continuing Rent or Lease/Purchase Payments
- Tax, Mitigation, Permit, Operating or other Government Fees
- Payroll Tax, Deduction or Benefit Payments
- Board Authorized Real Property Purchases
- Purchasing Card Purchases
- On-Site Repair or Service Jobs \$1000 or less

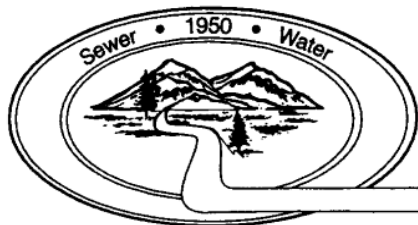
Standard Deliveries of Road Base or Asphalt Materials
Administered Safety Supplies (i.e. safety shoes, first aid supplies)
Purchases from On-Site Sell & Deliver vendors \$1000 or less
Software User Licenses and Service Contracts \$1000 or less annually, and renewals of user licenses and service contracts
Subscriptions (Employee name or title should appear on all mailing labels)
Travel Expenses (Requires a Request for Travel Check/s or Business Expense Claim form)
Minor Changes in Uniform/Linen Service (Requires a completed, supervisor-signed service order form)
Utility bills (unless a new service or cancellation of service is requested)
Or Other Authorized Renewals or Continuing Payments

ADDITIONAL CONSIDERATIONS

All purchases of computer hardware and software will be coordinated with the Information Technology Department per the Personal Computer Policy.

The Information Technology Manager is the only employee authorized to receive District checks.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.



South Tahoe Public Utility District

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BOARD AGENDA ITEM 6b

TO: Board of Directors

FROM: Megan Colvey, Senior Engineer

MEETING DATE: June 6, 2024

ITEM – PROJECT NAME: 2024 Baseline Cathodic Protection Survey and Corrosion Evaluation Planning Project

REQUESTED BOARD ACTION: 1) Approve the proposed Scope of Work from V&A Consulting Engineers, Inc. for the 2024 Baseline Cathodic Protection Survey and Corrosion Evaluation Planning Project; and 2) Authorize the General Manager to execute Task Order No. 1 to the Master Services Agreement with V&A Consulting Engineers, Inc. in the amount of \$244,762.

DISCUSSION: For more than 20 years, critical pipelines, storage tanks, sewer pump stations, and other significant facilities have been installed with corrosion test stations, and, in some locations, cathodic protection (CP) systems (sacrificial galvanic or impressed current) to protect and/or monitor the condition of infrastructure facilities. Over time, many of the original reports have gone missing, test stations have been buried under asphalt or dirt, or even destroyed, and CP systems have not been tested or maintained regularly.

In March 2024, staff solicited and received letter proposals from two firms on the District's On-Call Corrosion Engineering Services list to provide Cathodic Protection ("CP") system design, operation, monitoring, maintenance, and infrastructure condition assessments. After review, staff selected V&A Consulting Engineers, Inc. (V&A) as the most qualified consultant based on their proposal.

This 2024 Baseline CP Survey and Corrosion Evaluation Planning Project will provide an outline for how to best proceed with corrosion protection system-wide, provide adequate training to District staff, and implement an inspection and maintenance schedule for District staff to follow. V&A has prepared a detailed Scope of Work (attached), which will perform the following tasks over the next 12 months.

- Tanks: Assess the condition of the impressed current CP systems on five tanks and perform minor repairs and adjustments.
- Export Pipelines (A, B and C Lines): Perform electrical continuity and current requirement testing on existing monitoring stations on the A and B-Lines, to assess

the viability of installing cathodic protection; perform testing and maintenance of the small segment of the A-Line with an impressed current cathodic protection system; and develop a workplan for future assessment of the C-Line.

- Sewer Force Mains: Develop a workplan for future corrosion evaluation and condition assessment for 12.4 miles of main, including prioritization for completion.
- Filter Vessels at Wastewater Treatment Plant: Assess the condition of existing impressed current CP system and perform minor repairs and adjustments.
- System-Wide: Develop a Corrosion Protection Program that addresses the design, maintenance, and monitoring of corrosion control facilities for District infrastructure, including a business case evaluation for staffing the program using district staff only, consultants only, or a hybrid model using both internal and external resources.

Details for V&A's Scope of Work, including the fee estimate are provided in the attachments. Engineering's Fiscal Year 2025 budget for Water System Contractual Services is \$268,000; the proposed Scope of Work will use \$43,762 of that budget. Engineering's Fiscal Year 2025 budget for Sewer System Contractual Services is \$783,000; the proposed Scope of Services will use \$201,000 of that budget.

SCHEDULE: July 2024 – June 2025

COSTS: \$244,762

ACCOUNT NO: 10.30.4405; 20.30.4405 (CPSRVY)

BUDGETED AMOUNT AVAILABLE: \$718,000; \$268,002 Fiscal Year 2024/25

ATTACHMENTS: V&A Scope of Work and Fee Estimate

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water, Sewer

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

2024 Baseline CP Survey and Corrosion Evaluation Planning Project – Scope of Work (V&A 23-0254)

Task 1 – Storage Tanks

System Description

During a 2011 Cathodic Protection Improvement Project, ICCP systems were installed on several of the District's welded steel storage tanks; however, since installation, they have not been regularly tested or adjusted. In recent years, the District has been removing the ICCP system during internal protective recoating projects and installing sacrificial galvanic anodes. ICCP systems remain on five storage tanks in the District's water system – Arrowhead (1 MG), Gardner Mountain #1 (212,000 gal), Iroquois #1 (301,000 gal), and Stateline #1 and #2 (1.2 MG and 2.3 MG, respectively).

Scope of Work

1. The objective of this task is to assess the condition of the impressed current cathodic protection systems associated with the five storage tanks in the District's water system – Arrowhead (1 MG), Gardner Mountain #1 (212,000 gal), Iroquois #1 (301,000 gal), and Stateline #1 and #2 (1.2 MG and 2.3 MG, respectively). One (1) V&A staff will conduct the assessment in **two (2) days**. Testing will be performed in accordance with NACE SP0169 and SP0388. The following activities will be performed at each tank:
 - a. Record the current and voltage output that is indicated on the rectifier panel meter.
 - b. Record the tap settings, both coarse and fine.
 - c. Measure the current and voltage output of the rectifier using the existing shunt and a portable voltmeter.
 - d. Obtain Tank-to-Water potentials along the submerged depth of the tank (2-foot intervals) from the top hatch or handhole cover location.
 - e. Verify the tanks are adequately protected in accordance with NACE SP0169.
 - f. V&A will also adjust the output of the rectifier and repeat steps (a) through (d) until adequate rectifier output is provided, if possible.
 - g. Evaluate the condition of the existing permanent reference electrodes inside the tanks by comparing data to a portable reference electrode to verify accurate potential data is being recorded.
 - h. Minor repairs will be conducted as needed on rectifiers.

V&A will not enter the tanks. V&A will require access to the tank roofs to lower a portable reference electrode into the water. The tanks must be filled, and the CP system must be on for this assessment to occur. Summarize the results of the

above tasks in a technical memorandum.

A work plan will be developed before field activities based on a review of existing documentation available on the storage tanks. The work plan will identify the survey test methods, safety procedures, and required support from District staff to facilitate the work.

Task 1 Deliverables

1. Tank CP Testing Work Plan - A draft electronic copy of the work plan will be submitted for review. Comments will be incorporated, and a final electronic copy will be provided.
2. Tank CP Technical Memorandum - Provide a draft technical memorandum in electronic format. Incorporate comments and issue a final electronic copy.

Task 2 – Export Pipelines (A Line and B Line) Corrosion Survey

System Description

The export pipeline system includes high-pressure pipelines that convey treated wastewater from the District's wastewater treatment plant to the Harvey Place Reservoir in Alpine County, CA. Most of the A Line and all the B Line have corrosion monitoring systems, and a small segment of the A Line has an ICCP system. However, the test stations and ICCP system have not been tested or maintained on a regular basis.

Scope of Work

1. Two (2) V&A staff will conduct the corrosion surveys in **ten (10) days**. Testing will be performed in accordance with NACE TM0497, SP0286, and SP0169. The following activities will be performed for the A and B lines:
 - a. A-Line (Cathodically Protected Segment):
 - i. Record the current and voltage output that is indicated on the rectifier panel meter. Record the tap settings.
 - ii. Measure the current and voltage output of the rectifier using the existing shunt and a portable voltmeter.
 - iii. Obtain Pipe-to-Soil "On" and "Off" potentials at available test stations.
 - iv. V&A may also adjust the output of the rectifier and repeat steps (i) through (iv) until adequate rectifier output is provided, if possible.
 - v. Minor repairs will be conducted as needed on the rectifier and test stations. Evaluate the condition of the ICCP system.
 - b. A-Line and B-Line (Monitoring Systems):
 - i. Obtain Pipe-to-Soil static potentials at available test stations.

- ii. Minor repairs will be conducted as needed on the test stations.

Two (2) V&A personnel will conduct subtasks **a** and **b** in a total of **two (2) days**.

c. A-Line and B-Line (Monitoring Systems):

- i. Conduct electrical continuity tests along the alignments. Electrical continuity tests include applying a temporary source of cathodic protection at select locations and measuring pipe-to-soil potentials downstream from the current injection point. Changes in the pipe potentials can be used to determine the electrical continuity of the pipeline.
- ii. Conduct current requirement tests along the electrically continuous segments. Current requirement tests are conducted by applying increasing levels of cathodic protection current at select locations and measuring the change in pipe-to-soil potential. These results can be analyzed to interpolate or extrapolate the amount of cathodic protection current required to meet the minimum level of cathodic protection per NACE standards.

Two (2) V&A personnel will conduct subtask **c** in a total of **eight (8) days**.

V&A will prepare a Work Plan before field activities for the District to review. The work plan shall identify the survey test methods, safety procedures, and required support from District staff to facilitate the work.

After completion of the fieldwork, V&A will prepare a Corrosion Protection Report with the findings of the surveys and identified issues and provide recommendations for effective cathodic protection for the entirety of the alignments. This includes providing recommendations for upgrading the corrosion monitoring systems to CP systems. The collected data will be compared to previous surveys.

Task 2 Deliverables

1. Export Pipelines Work Plan - A draft electronic copy of the work plan will be submitted for review. Comments will be incorporated, and a final electronic copy will be provided.
2. Export Pipelines Corrosion Protection Report. Provide a draft report in electronic format. Incorporate comments and issue a final report in electronic format.

Task 3 – C-Line Condition Evaluation Planning

System Description

The C Line comprises approximately 41,200 lineal feet of 18-inch diameter and 22,300 lineal feet of 21-inch diameter, cement mortar lined, and coal tar epoxy-coated, steel pipe. Currently, there is no cathodic protection system installed, nor are there any corrosion monitoring stations. In 2012, the District performed condition assessment on approximately 13,200 feet (non-continuous) of the C-Line, which is about 21 percent of the overall alignment. Condition assessment methods included CCTV, soil sampling

along the alignment, and collecting ultrasonic thickness measurements on seven pipe coupons. Results of the 2012 assessment indicated that the overall C-Line pipe had a structural condition rated as good; however, it was recommended that the District rehabilitate ninety-four structural point defects rated at Grade 4 or 5 per NASSCO PACP scoring standards. To date, the recommended rehabilitation work has not been completed and no additional condition assessment inspections have been performed.

Scope of Work

3. The objective of this task is to review previous assessment reports and condition assessment data collected by the District with the goal of developing a Work Plan to assess the condition, evaluate the corrosion potential and determine the remaining useful life on the C-Line (41,200 feet of 18-inch and 22,300 feet of 21-inch cement mortar lined, and coal tar epoxy-coated steel pipe). The work plan will include planning, safety procedures (per ANSI standards and OSHA guidelines), proposed test methods, opinion of probable cost for the recommended corrosion evaluation and condition assessment technologies. Evaluated technologies may include non-destructive tests such as over-the-line potential surveys (e.g. DCVG survey), CCTV, visual inspection, surface penetrating radar, dry film thickness measurements, A-scan ultrasonic thickness measurements, and electromagnetic scanning. Some of these tests may require pit excavation at hotspot locations selected from the analysis of historical data and over-the-line surveys.

Task 3 Deliverables

4. Condition Assessment Work Plan - A draft electronic copy of the work plan will be submitted for review. Comments will be incorporated, and a final electronic copy will be provided.

Task 4 – Sewer Force Mains

System Description

The sewer collection system under investigation includes approximately 12.4 miles of force mains ranging in size from 6 inches to 18 inches in diameter. The existing force mains are primarily constructed of asbestos cement (AC), steel, and PVC and were constructed between 1955 and 1971. The District does not perform regular maintenance on its force mains or force main ARVs; and has not performed investigative work to determine the condition of these pipes. A list of pipelines under investigation is presented below:

Force Main Name	Diameter (in)	Material	Length (ft)	Year Constructed
Venice	6	PVC	1,843	1971
Taylor	12	UNKNOWN	1,500	1968
Kiva	6	UNKNOWN	2,890	1968

Force Main Name	Diameter (in)	Material	Length (ft)	Year Constructed
Tallac	18	ACP	6,557	1968
San Moritz	10	ACP	1,500	1966
Tahoe Keys	16	ACP	10,123	1960
Al Tahoe	18	ACP	5,900	1960
Bijou 16	16	STL	13,500	1955
Bijou 12	12	ACP	13,000	1955
Bellevue	10	STL	3,098	1960
Upper Truckee	18	ACP	5,700	1967

Scope of Work

1. The objective of this task is to review existing reports, operation and maintenance records, and record drawings to develop a force main condition assessment program and prepare a Sewer Force Main Corrosion Evaluation and Condition Assessment Work Plan. The program will identify assessment and corrosion evaluation methods, safety procedures (per ANSI standards and OSHA guidelines) and required support from District staff to implement the program. Evaluated technologies for condition assessment may include non-destructive tests such as over-the-line potential surveys for metallic pipelines (e.g. DCVG survey), CCTV, visual inspection, surface penetrating radar, dry film thickness measurements, A-scan ultrasonic thickness measurements, and electromagnetic scanning. Some of these tests may require pit excavation at hotspot locations selected from the analysis of historical data and over-the-line surveys.

V&A has completed hundreds of force main (FM) condition assessment projects since 1979. The FM materials include ductile iron, concrete, steel, asbestos cement, and PVC. There are several approaches and technologies available for condition assessment. V&A will first meet with STPUD management to determine goals, schedules, and budgets. Operational staff will need to be interviewed to understand the issues they deal with. V&A will evaluate the operational and physical constraints of the FMs. Access point configuration and size will be evaluated to determine the possible technologies to be utilized.

Task 4 Deliverables

1. Sewer Force Main Corrosion Evaluation and Condition Assessment Work Plan - A draft electronic copy of the work plan will be submitted for review. Comments will be incorporated, and a final electronic copy will be provided.

Task 5– WWTP Filter Vessels

System Description

The District’s wastewater treatment plant (WWTP) has six (6) horizontal filter vessels that are protected with ICCP; however, the system has not been regularly tested or maintained. In May 2023, the District contracted for a Filter Evaluation Study and based on the visual observations, it appeared that anodes only remain in Filter Nos. 5 and 6. The Filter Evaluation Study prioritized rehabilitation of Filter Nos. 3 and 4, which includes recoating the interior, changing out filter media, and repairing internal piping and components. The rehabilitation work is scheduled for Summer/Fall 2024.

Scope of Work

1. The objective of this task is to assess the condition of the impressed current cathodic protection systems associated with the six (6) horizontal filter vessels in the District's WWTP. One (1) V&A staff will conduct the assessment in **two (2) days**. Testing will be performed in accordance with NACE SP0169 and SP0388. The following activities will be performed at the filter vessels:
 - a. Record the current and voltage output that is indicated on the rectifier panel meter.
 - b. Record the tap settings, both coarse and fine.
 - c. Measure the current and voltage output of the rectifier using the existing shunt and a portable voltmeter.
 - d. Obtain Structure-to-Water potentials along the submerged depth of the vessel from the top-side, as accessible.
 - e. V&A will also adjust the output of the rectifier and repeat steps (1) through (4) until adequate rectifier output is provided, if possible.
 - f. Minor repairs will be conducted as needed on rectifiers.
 - g. Ultrasonic Thickness (UT) gauge measurements will be taken at four (4) locations per vessel to evaluate the amount of metal thickness loss on the structures. A-scan UT measurements on metallic piping are used to determine remaining metal wall thickness. The field engineer will obtain pit depth readings at locations exhibiting excessive corrosion where UT measurements are not possible.

V&A will not enter the vessel interiors. V&A will require access to lower a portable reference electrode into the water. The vessels must be filled, and the CP system must be on for this assessment to occur. The results of the above tasks will be incorporated into a CP report.

A work plan will be developed before field activities based on a review of existing documentation available on the filter vessels. The work plan shall identify the survey test methods, safety procedures (per ANSI standards and OSHA guidelines), and required support from District staff to facilitate the work.

Task 5 Deliverables

1. Filter Vessel CP Testing Work Plan - A draft electronic copy of the work plan will be submitted for review. Comments will be incorporated, and a final electronic copy will be provided.
2. Filter Vessel CP Report - A draft electronic copy of the report will be submitted for review. Comments will be incorporated, and a final electronic copy will be provided.

Task 6– Corrosion Protection Program

Scope of Work

1. The objective of this task is to develop a Corrosion Protection Program (CPP). The CPP will address design, maintenance and monitoring of corrosion control facilities. STPUD management corrosion control objectives will be documented to provide clear direction for the CPP.

Design objectives for the CPP will include coating systems, corrosion monitoring systems and cathodic protection systems. A maintenance program will be developed that will include data to be recorded during monitoring test surveys and schedules for testing. Detailed test methods and standard operating procedures will be provided. Recommendations for District staff AMPP (previously NACE) certifications will be included so testing and data analysis can be performed internally.

V&A currently uses ESRI ArcGIS Survey 123, to record field data. The program is loaded on a tablet and the test data is directly input while in the field for future downloading to a GIS system. Photos, field test data, and GPS data are all included in the file. Field data form templates will be provided.

The budget and staff for operating the CPP may be limited, so a prioritization schedule of work/surveys will be incorporated into the CPP. V&A has found that a phased approach will provide the most value to STPUD.

V&A will provide two days of training to District staff. The training will include classroom and hands-on field training. The classroom training will cover basic corrosion control, equipment required, and data analysis and interpretation. The field training will involve visiting STPUD galvanic, impressed current, and

monitoring systems. How to operate/troubleshoot the systems and record data will be addressed.

A business case evaluation for staffing the CPP shall be developed. There are many management models for the operations and maintenance of a CPP. The following three models represent those that have been successfully used at agencies similar to STPUD. The primary objective of these models is to ensure that corrosion is monitored and future corrosion control facilities within STPUD are identified, scheduled for monitoring, repaired when damaged, and maintained.

An optional task that can be added to the CPP is to update the STPUD standard specifications and details to current industry standards.

Task 6 Deliverables

1. A draft electronic copy of the report will be submitted for review. Comments will be incorporated, and a final electronic copy will be provided.

Resource Allocation Estimate

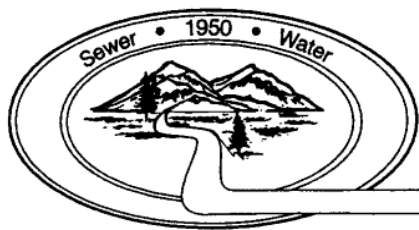
JOB NO: 23-0254

5/28/2024

CLIENT: South Tahoe Public Utility District

PROJECT NAME: 2024 Baseline CP Survey and Corrosion Evaluation Planning Project

Task	Description	Principal-in-Charge	Senior Project Manager	Project Manager	Associate Engineer	Graduate Engineer	Engineering Associate	Project Admin.	Total Labor Hours	Subtotal Labor Cost	Subtotal ODC	Total Labor Cost and ODC by Task
1	Storage Tanks	3	2	18	46	21		8	98	\$ 19,969.00	\$ 1,736.68	\$ 21,705.68
2	Export Pipelines (A Line and B Line) Corrosion Survey	3	2	40	137	37	89	16	324	\$ 61,284.00	\$ 16,483.26	\$ 77,767.26
3	C-Line Condition Evaluation Planning	4	16	28	56	30		4	138	\$ 30,192.00		\$ 30,192.00
4	Sewer Force Mains	5	26	63	65	60		6	225	\$ 50,000.00		\$ 50,000.00
5	WWTP Filter Vessels	3	2	18	46	17		8	94	\$ 19,305.00	\$ 1,681.18	\$ 20,986.18
6	Corrosion Protection Program	24		48	42	88			202	\$ 44,110.00		\$ 44,110.00
	Subtotal Direct Labor Hours	42	48	215	392	253	89	42	1081			
	Hourly	\$ 333.00	\$ 291.00	\$ 274.00	\$ 199.00	\$ 166.00	\$ 154.00	\$ 102.00				
	Subtotal Direct Labor Cost	\$ 13,986.00	\$ 13,968.00	\$ 58,910.00	\$ 78,008.00	\$ 41,998.00	\$ 13,706.00	\$ 4,284.00		\$ 224,860.00	\$ 19,901.12	\$ 244,761.12
Other Direct Costs		Unit Cost	Units	No. of Units							Subtotal ODC	
	Truck	\$ 100.00	per day	14							\$ 1,400.00	
	Mileage	\$ 0.67	per mile	1776							\$ 1,189.92	
	Hotel	\$ 173.00	per night	24							\$ 4,152.00	
	Per Diem for Full Day	\$ 74.00	per day	14							\$ 1,036.00	
	Per Diem for First/Last Day	\$ 55.50	per day	9							\$ 499.50	
	Prevailing Wage Markup	\$ 0.30	per Labor \$	37079							\$ 11,123.70	
	TS Repair Consumables (LS)	\$ 500.00	LS	1							\$ 500.00	
	Subtotal Other Direct Costs										\$ 19,901.12	
GRAND TOTAL ESTIMATED COST											\$ 244,761.12	



South Tahoe Public Utility District

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BOARD AGENDA ITEM 6c

TO: Board of Directors

FROM: Chris Stanley, Manager of Field Operations

MEETING DATE: June 6, 2024

ITEM – PROJECT NAME: Rebuild of 1,000 horsepower Motor for Luther Pass Pump Station

REQUESTED BOARD ACTION: 1) Authorize an exception to competitive bidding procedures due to special circumstances; 2) Authorize a Contract between the District and Codale Electric Supply for the rebuilding of a motor in the amount of \$83,887.51 plus tax.

DISCUSSION: Approximately 2-3 weeks ago crews noticed that the #4 motor at Luther Pass Pump Station was not performing optimally. The District's Electrical Crews determined a lead wire had burned on the motor, taking it out of service. At the District's request, Codale ran an assessment on the motor and provided options for resolving the issue. They determined that the motor had overheated and needed to be rewound and rebuilt. Codale can replace the bad wire but cannot warranty the motor. The District researched the purchase of a new motor, but with a lead time of 15-18 weeks, that solution was not feasible. Rebuilding the motor requires a 3-4 week lead time.

The District is down to one 700 horsepower (hp) pump and motor, and one 1,000 hp motor and pump at Luther Pass. The District is currently installing pump #1 but continues to experience vibration issues which will not allow it to run continuously without jeopardizing the integrity of that motor and pump. With the increasingly busy summer season and impending July 4th holiday, the District cannot afford the risk of the additional 8-10 weeks lead time for a new motor. Codale has been consistently reliable in the past when we have had similar issues.

The purchasing policy allows for the "special circumstance" exception when "the Board of Directors or General Manager determines that it is in the District's best interest to purchase an item or enter into a Contract without compliance with the bidding procedures, i.e., competitive proposals would not be useful, would not produce an advantage or would be undesirable, impractical, or impossible."

This item has been reviewed by District's Purchasing Agent.

SCHEDULE:

COSTS: \$83,887.51

ACCOUNT NO: 10.14.8200

BUDGETED AMOUNT AVAILABLE: \$108,686

ATTACHMENTS: Quote

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AS NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____



Codale Electric Supply - REN
 966 EAST GREG STREET
 SPARKS, NV 89431
 775-322-3400 Fax 775-322-3495

ricks@codale.com

QUOTE TO:
 SOUTH TAHOE PUBLIC UTILITY DIS
 1275 MEADOW CREST DRIVE
 SOUTH LAKE TAHOE, CA 96150
 530-544-6474

SHIP TO:
 SOUTH TAHOE PUBLIC UTILITY DIS
 1275 MEADOW CREST DRIVE
 SOUTH LAKE TAHOE, CA 96150
 530-544-6474

Quotation

QUOTE DATE	QUOTE NUMBER
05/10/24	S008508783
PAGE NO.	
1 of 2	

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO		
60908					
SALESPERSON		SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE	
Rick Smerdon		UPS U.P.S.GRND	No	11:59pm MT 06/09/24	
ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
1ea		MOTOR REPAIR US MOTOR X 03 20151907-0001-R-0001 1000HP 5012S FRAME 3565RPM 4160V/121A WPI. DESCRIPTION OF WORK: Disassemble & Inspection Relead Stator Repair DE Housing Dynamically Balance Rotor Recondition Winding Assemble, Test & Paint DELIVER	14035.530	e	14035.53
1ea		MISC BID (EA) MOTOR REWIND OVER TIME - 3weeks ESD US MOTOR X 03 20151907-0001-R-0001 1000HP 5012S FRAME 3565RPM 4160V/121A WPI DESCRIPTION OF WORK: Disassemble & Inspection Rewind/VPI Stator Repair DE Housing Dynamically Balance Rotor Assemble, Test & Paint DELIVER	83887.510	e	83887.51
1ea		MISC BID (EA) MOTOR REWIND OVER TIME - STANDARD TIME 6-8 WEEKS ESD US MOTOR X 03 20151907-0001-R-0001 1000HP 5012S FRAME 3565RPM	72329.690	e	72329.69

*** Continued on Next Page ***



Codale Electric Supply - REN
 966 EAST GREG STREET
 SPARKS, NV 89431
 775-322-3400 Fax 775-322-3495

ricks@codale.com

QUOTE TO:
 SOUTH TAHOE PUBLIC UTILITY DIS
 1275 MEADOW CREST DRIVE
 SOUTH LAKE TAHOE, CA 96150
 530-544-6474

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Quotation

QUOTE DATE	QUOTE NUMBER
05/10/24	S008508783
PAGE NO.	
2 of 2	

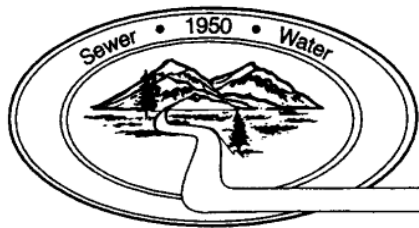
CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO		
60908					
SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE		
Rick Smerdon	UPS U.P.S.GRND	No	11:59pm MT 06/09/24		
ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
1ea		4160V/121A WPI DESCRIPTION OF WORK: Disassemble & Inspection Rewind/VPI Stator Repair DE Housing Dynamically Balance Rotor Assemble, Test & Paint DELIVER MISC BID (EA) NEW MOTOR - 15-18 WEEKS ESD 1000HP 2P 5012S FRAME 4160V Quoting replacement of 20151907 SO in current electrical design. TITAN Horizontal WPI Enclosure Form Wound 1.15 Service Factor on Sine Wave Power 1.00 Service Factor on VFD Power Class "F" Insulation Everseal Insulation System 6600 Ft.(2000 M) Altitude ?40 C Ambient "F-2" Assembly Position Premium Efficiency Centrifugal Pump Application Direct-On-Line Start	98101.590	e	98101.59

TERMS & CONDITIONS

Subtotal	268354.32
S&H CHGS	0.00
Sales Tax	23481.00
Amount Due	291835.32

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 6d

TO: Board of Directors
FROM: Liz Kauffman, Human Resources Director
MEETING DATE: June 6, 2024
ITEM – PROJECT NAME: Union Memorandum of Understanding effective June 20, 2024

REQUESTED BOARD ACTION: Approve Union Memorandum of Understanding for the term of June 20, 2024, through June 27, 2029.

DISCUSSION: At the Board's direction, the negotiating team, consisting of Paul Hughes, Andrea Salazar, and Liz Kauffman, conducted negotiations meetings with the Stationary Engineers Local 39. The enclosed redline version of the Memorandum of Understanding reflects the agreed upon changes to the Union Contract for a five-year term.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Union Memorandum of Understanding dated June 20, 2024

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES PA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

MEMORANDUM OF UNDERSTANDING

June ~~24, 2021~~20, 2024 – June ~~19, 2024~~27, 2029

SOUTH TAHOE PUBLIC UTILITY DISTRICT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

STATIONARY LOCAL 39

AFL-CIO

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
	Memorandum of Understanding	1
1	Recognition	1
2	Administration	1
3	Union Representation	1
4	Definitions	5
5	Types of Employees	6
6	Supervisors' Rights and Responsibilities	8
7	Employment	8
8	Employment of Relatives	8
9	Promotion	9
10	Reinstatement	9
11	Fitness for Duty Exams	9
12	Assignments Requiring Motor Vehicles	10
13	Uniforms	10
14	Employee Training	11
15	Certification Reimbursement Program	12
16	Educational Reimbursement Program	13
17	Performance Evaluations	13
18	Code of Conduct	14
19	Disciplinary Procedure	15
20	Layoff	17
	HOURS OF WORK	
21	Hours of Work	18
22	Standby and Emergency Assignments	20
23	Rest Periods	22
24	Lunch Period	22
	COMPENSATION	
25	Salary Step Upon Appointment to a Class	22
26	Merit Increases in Salary Step	24
27	General Salary Adjustments	25
28	Out-of-Class Salary Adjustments	26
29	Premium Pay	27
30	Overtime	28
31	Payment of Salary	29
	EMPLOYEE BENEFITS	
32	Employee Benefits	30
33	Holidays	35
34	Vacation Leave with Pay	37
35	Sick Leave with Pay	38
36	Industrial Accident Leave	42
37	Leaves of Absence	43
38	Bereavement Leave	44

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
39	Jury Duty Leave	45
40	Military Absence	46
41	Absence Without Leave	46
42	Grievance and Arbitration Procedure	46
 TERMS OF MEMORANDUM OF UNDERSTANDING		
43	Management Rights	49
44	Entire Agreement	49
45	Separability of Sections	49
46	Term of Agreement	50
47	No Strike Agreement	50
 EXHIBITS		
A.	Annual Salary Resolution	

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into by and between the SOUTH TAHOE PUBLIC UTILITY DISTRICT, hereinafter referred to as the "District", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39, AFL-CIO, hereinafter referred to as the "Union", and has as its purpose the promotion of harmonious labor relations between the District and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rate of pay, hours of work, and other conditions of employment.

SECTION 1. RECOGNITION

- A. The District recognizes the Union as the exclusive negotiating agent for all employees, except management and confidential employees. The term "employee" or "employees" as used herein shall refer only to employees employed by the District in the classifications listed in Exhibit A - "Salaries and Classifications".
- B. Nothing in this article shall preclude employees from exercising their individual rights under State law.

SECTION 2. ADMINISTRATION

- A. The General Manager shall be responsible for the administration of this Memorandum of Understanding, except as specifically provided herein, and shall specify such administrative procedures, forms, records, reports, and audits he/she deems necessary for proper administration of the Memorandum. The General Manager may assign to other District employees such duties in connection with this Memorandum as he/she deems proper and expedient.
- B. Except as specifically provided herein, the General Manager shall be responsible for the proper application of the provisions of this Memorandum, and he/she or such person as he/she may designate shall rule on the application of the provisions of this Memorandum which are within the scope of his/her authority.
- C. It shall be the duty of the General Manager to keep, or cause to be kept, accurate records of the application of this Memorandum.

SECTION 3. DUES DEDUCTION

- A. GENERAL
 - 1. The District shall start or stop deductions for the dues for benefit premiums, or both, following receipt of notice from the Union that authorization has been provided to the Union by an employee in the Unit. The Union agrees to provide such notice to District upon receipt from a unit member. Should there be a dispute regarding the deduction of dues, the Union shall provide the District with a copy of the authorization(s) signed by the employee.

2. The Union, in consideration for an as a condition of the District withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB 866, shall hold harmless the South Tahoe Public Utility District, its officers, and employees from any liability that may result from making, cancelling, or changing requested deductions.
3. Based on the requirements of California Government Code section 3555, et seq., the District and the Union agree that a brochure or packet will be made available to each new employee appointed to a classification covered by this MOU during the orientation process. This brochure or packet shall be prepared by authorized representatives of the Union. The Union will bear the cost of the preparation of the materials. The District shall provide 10 days' notice in advance of orientation. To the extent the information is available on file, the District shall provide to the Union: (1) name, (2) job title, (3) department, (4) work location, (5) work telephone number, (6) home telephone number, (7) personal cellular number, (8) personal email address, and (9) home address of any new employee in the bargaining unit within 30 days of hire or by the first pay period of the month following hire. Also, the District shall provide the Union with a list of this information for all employees in the bargaining unit at least every 120 days. The information under this section shall be provided in a manner consistent with 6254.3 and 207 of the California Government Code as well as the employee privacy requirements described in County of Los Angeles v. Los Angeles County Employee Relations Com. (2013 56 Cal. 4th 905).

B. Exceptions to Dues Deduction Authorization Card

The member's earnings must be sufficient after other legal and required deductions are made (e.g. federal and state payroll taxes and withholdings, court-ordered garnishments, employee-authorized benefit deductions, etc.) to cover the full amount of the due's deduction authorized. When a member is in a non-pay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor may the member be required to deposit, nor may the member deposit with the South Tahoe Public Utility District, the amount which would have been deducted if the member had been in a pay status during that period. In the case of a member who is in a non-pay status during only a part of the pay period, and whose earnings are insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

C. Dues Deduction Check

1. Dues deductions covering all such deductions shall be transmitted by electronic funds transfer to an account specified by Stationary Engineers, Local 39
2. Dues deductions will be transmitted at least monthly.
3. The District agrees to provide the Union with an electronic file at the same time as transmitting the dues deduction check, that shows the total amount authorized for deduction from each member's check.

D. Shop Stewards' Rights and Responsibilities

1. The District recognizes and agrees to work with designated Stewards and representatives of the Union on all matters relating to the interpretation, application, enforcement, or grievance of the express terms of this Memorandum.
2. There may be up to six (6) Stewards designated to represent the following areas: Administration, Plant Operations, Pumps/Lab, Underground Repair, Heavy Maintenance/Equipment Repair/Electrical/ Diamond Valley, and Supervisors. When Stewards are designated, the Union Business Representative will provide a letter to the General Manager notifying him/her of the appointment(s) and shall furnish the District with a list of same.
3. No Shop Steward can be forced to act as Steward, or representative by the District or the members. Stewards will not be recognized by the District until such a list is received by the General Manager.
4. Typical duties of the Shop Steward(s) may include:
 - a. Contacting the Business Representative if any condition or situation which has caused or is likely to cause a breakdown in the usually harmonious relationship with the District.
 - b. Serving as the usual primary point of contact between the Union (specifically the Business Representative) and the members.
 - c. Keeping the Union Business Representative informed of any developing conditions or concerns.
 - d. Representing members in employee-management meetings and advising the members in the areas they represent.
 - e. Representing members at Safety Meetings, if so, designated by the Union Business Representative and advising the members in the areas they represent.
 - f. Representing members at Insurance Committee Meetings, if so, designated by the Union Business Representative and advising the members in the areas they represent.
 - g. Representing members at Contract Negotiations, if so, designated by the Union Business Representative.
 - h. Upon the request of the aggrieved Employee and the Business Representative, all Stewards may investigate grievances provided they are in their assigned area of responsibility and may assist in its presentation. There is no specific time limitation as to the investigation; however, if more than an hour is necessary, the Union Business Representative would customarily be contacted to conduct the investigation.

5. The Steward has no independent authority to seek adjustments of violations of this MOU, the International Constitution or Bylaws, or to collect any money due or payable to the Local Union from any member of applicant for membership.
6. Shop Stewards should notify their supervisor of time needed beyond 15-minutes for Union-related activities, keep track of the time spent on Union related activities and contact the immediate supervisor of any additional time needed beyond initial release time. At the request of the Union, a Steward may be allowed reasonable time off without loss of pay to represent the Union in meetings with representatives of the District. Such time off shall be subject to prior notification and approval as provided above.
7. It shall be the responsibility of all Stewards to discuss first with the appropriate manager any question regarding interpretation of application of this Memorandum prior to filing a formal grievance.
8. The Union Business Representative should be contacted prior to the District investigating after Weingarten Rights have been invoked.
9. Shop Stewards may not represent members in disciplinary actions. It is the Union Business Representative who should represent the member in any Skelly Hearing.
10. Other than using e-mail for District-related Union business, Shop Stewards shall follow the provisions of the District's Personal Computer Policy.

SECTION 4. DEFINITIONS

For this Memorandum of Understanding, certain words and phrases are hereby defined as follows:

- A. Alternative Work Schedule Any schedule which involves a variation of the regular work schedule for a total of an average of 40 hours per week.
- B. Class/Classification Any classified or unclassified position as described in the applicable job description.
- C. Classification Series Any classified or unclassified group of positions identified by the same title.
- D. Day A calendar day.
- E. Demotion A change in position to a position with a lower range.
- F. Fringe Benefits Holidays, sick leave, vacation, health and welfare benefits, deferred compensation plan(s), flexible benefits plan, and retirement benefits.
- G. General Manager The person having the lawful authority to appoint or to remove persons from positions in the District service, and to designate persons to perform those duties which legally may be delegated.

- H. Hourly Rate The amount of individual compensation for a full hour's service, which either is computed by dividing monthly salary by the number of working hours in a month or is specifically established in the Annual Salary Resolution.
- I. Monthly Salary The amount of individual compensation for a full month of service, which is established specifically in the Annual Salary Resolution.
- J. Promotion A change in position to a position with a higher range.
- K. Range A sequence of salary steps used to identify the minimum, maximum, and intermediate salary rates which may be paid to employees within a class.
- L. Regular Employment Date For Employees hired on or after July 1, 1993, the Regular Employment date is the date an Employee becomes a regular or probationary Employee occupying a permanent position. The Regular Employment Date for all Employees hired before July 1, 1993, shall be the accrual date on payroll records as of June 30, 1993.
- M. Regular Work Schedule Eight hours per day, five days per week.
- N. Scale The rate of compensation, for a class, which is established specifically in Exhibit A.
- O. Step One of the salary rates identified in the Annual Salary Resolution by the letters A, B, C, D, E, F, G, and H, which are used to identify the specific compensation of an employee within the established range for the class.
- P. Transfer Movement to a position with the same range.
- Q. Workday A regular business day from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- R. Y-Rate A monthly salary rate, for an individual Employee, which is greater than the established range for their class.

SECTION 5. TYPES OF EMPLOYEES

- A. Classified Employees All Employees filling positions within the approved table of organization that are responsible to the General Manager rather than the Board of Directors.
- B. Confidential Employees The following positions shall be considered confidential and are excluded from the bargaining unit:

General Manager/Engineer	Director of Operations
Executive Services Manager	Engineering Department Manager
Director of Public & Legislative Affairs	Principal Engineer
Human Resources Director	Senior Engineer
Accounting Manager	Manager of Plant Operations
Information Technology Manager	Purchasing Agent
Manager of Field Operations	Water Reuse Operations Manager
Customer Service Manager	Water Resources Manager

Laboratory Director

Associate Engineer

- C. Full-Time Employee Employees who regularly work at least an average of 40 hours per week.
- D. Part-Time Employees Any regular or temporary employees who work less than full time. Regular part-time employees will accrue sick leave, vacation, and holiday pay on a proportional basis. Part-time regular employees may work longer than 40 hours per week on a case-by-case basis, with the approval of the General Manager, to fill in for a regular Employee who is on leave, for limited training, or for extraordinary special projects.
- E. Probationary Employee Those persons employed for a classified position, but who have not been in District service for a consecutive six-month period. All new Employees shall serve as Probationary Employees for the first six months of their employment. Completion of a satisfactory probation period is mandatory before becoming a permanent Employee. During this time, the Employee must demonstrate they can and will perform the duties of the position satisfactorily. It is the responsibility of the Employee's supervisor to give them proper orientation and training during this period. The supervisor is also to rate their performance, and if unsatisfactory, to dismiss them before the Employee is given a permanent position with the District.
- F. Regular Employee Any Employees who have completed a probationary period and who occupy a permanent position, whether part-time or full-time, established in accordance with the Annual Salary Resolution, in a class which is intended as a permanent employment; and any regular Employee who temporarily transfers to a temporary position.
- G. Temporary Employee Those employees who are employed for a period not to exceed 180 continuous days. Temporary Employees may work in excess of the 180-day term of employment on a case-by-case basis, with the approval of the General Manager, if filling in for a full-time Employee who is on leave or in training. Temporary Employees are not entitled to fringe benefits.
- H. Limited Term Employee Any Employee(s) who have completed a probationary period and who occupy, either full-time or part-time, a Limited Term Position, as established in Exhibit A – "Salaries and Classifications", and any Regular Employee who temporarily transfers to a Limited Term Position. Said Limited term Employee shall be required to satisfactorily complete a six-month probationary period. If probation is not satisfactorily completed, Limited Term Employee will be able to return to previously held position at the District.

SECTION 6. SUPERVISORS' RIGHTS AND RESPONSIBILITIES

- A. Training Supervisors shall be provided with initial professional training of at least 40 hours or equivalent in the Principles of Supervision within 180 days of initial hire or

promotion date. Additional training, either professional or in-house, shall be provided at least once per year.

- B. Disciplinary Responsibilities Except as otherwise specifically provided in this MOU, Employees in Supervisory classifications covered under this Agreement may discipline subordinates alone, up to the level of a written warning. The District shall provide management level staff to perform discipline beyond the written warning level, with Supervisor assistance. Supervisors shall not be required to perform discipline on a subordinate at a place other than District property unless special conditions warrant.

SECTION 7. EMPLOYMENT

- A. It is the policy of the District that its Employees shall be selected based on education, experience, skill, fitness, merit and efficiency. The District is an Equal Opportunity Employer. Job openings are to be anticipated and well publicized throughout the District so that qualified Employees and others will have full opportunity to present applications for consideration. Employment shall be the responsibility of the General Manager, and he/she shall prescribe such tests and examinations for job positions as he/she deems appropriate.
- B. Job openings shall be posted for a minimum of one week within the Plant. Internal candidates are defined as Regular full-time, Regular part-time, or Limited Term Employees. At the General Manager's discretion, said posting may be prior to or concurrent with advertisement to the public. The Manager hiring for a position in the Bargaining Unit will generally recruit externally and internally concurrently, except the Manager will have the discretion to forego the external advertising and proceed with the recruitment process solely with internal candidates.

SECTION 8. EMPLOYMENT OF RELATIVES

- A. Relatives of present Employees may be hired by the District only if: 1) the individuals concerned will not work in a direct supervisory relationship, and 2) the employment will not pose difficulties for supervision, security, safety, or morale. "Relatives" are defined as spouses, children, sisters, brothers, mothers, or fathers, and persons related by marriage.
- B. Present Employees who marry, or who become related by marriage after July 1, 1996, will be permitted to continue employment with the District only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale.
- C. If employees who marry, or who become related by marriage, do work in a direct supervisory relationship with one another, the District will attempt to reassign one of the Employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the Employees will be required to leave the District. The decision as to which Employee will leave is left to the involved Employees. If the involved Employees refuse to decide which Employee will leave the District, the District may determine which Employee will leave based upon the needs of the District, and considering seniority, training requirements and other pertinent factors.

SECTION 9. PROMOTION

- A. The relative merit of applicants for appointment to, or promotion within, the classified service shall be determined by examination. Examinations will include consideration of any or all the following factors: education, experience, knowledge, skill, special aptitude, general adaptability, personal characteristics, physical fitness, promotability, and other such qualifications as are considered necessary by the General Manager for the satisfactory performance of work of the classification being examined. Examinations may consist of written tests, performance tests, evaluation of qualifications, oral examinations, interviews, and assessments of the applications submitted.
- B. If a selection interview board is appointed for the purpose of considering the merits of applicants, it will include a District management level employee and an individual outside the District experienced in the work area being considered, if available. Alternatively, the selection interview board may consist of one District employee in an area unrelated to the position being interviewed, who will be considered the "outside" panelist. Said selection interview board will make recommendations to the General Manager.
- C. Any Regular Employee who is promoted to a higher-level position in the District shall serve a six-month probationary period in the new position. If such Employee fails to satisfactorily complete the probationary period in the new position, the Employee shall have the right to return to his/her previous position in which he/she held regular status.
- D. Any probationary Employee may be rejected at any time during the probationary period. Rejection during the probationary period shall result in termination of employment by the District, except in promotional situations as set forth above.

SECTION 10. REINSTATEMENT

Any regular Employee who has resigned while in good standing, may, at the discretion of the General Manager, be reappointed to any position in the same class where there is a vacancy.

SECTION 11. FITNESS FOR DUTY EXAMS

- A. Any Employee may be required to submit to a medical and/or psychological examination whenever, in the sole and exclusive judgment of the General Manager or his/her designee, there is a need to determine whether an Employee is still able to perform the essential functions of his/her job, or is unable to perform the essential functions of his/her job safely or without posing a danger to himself/herself or others. Said examination(s) shall be conducted by a physician designated by the District and any cost for such examination(s), beyond that covered by health insurance, shall be paid by District. In accordance with applicable state and federal disability laws, the District may obtain job-related medical or psychological information that allows the District to determine the effects of the condition on the Employee's ability to perform the essential functions of his/her job, and/or perform those functions without posing a direct threat to the safety of the Employee or others, with or without reasonable accommodation.

- B. All Employees in positions for which the job duties require the use of self-contained breathing apparatus and/or commercial driver's license shall be required to submit to job-related medical examinations as required by law.
- C. Employees who, in the opinion of the designated physician, are physically or mentally incapable of meeting essential requirements of their position even with reasonable accommodation, are subject to transfer or reassignment to non-promotional positions, the essential functions of which the designated physician indicates the Employee may safely perform without posing a danger to himself/herself or others, and for which the Employee meets the minimum qualifications. If, after engaging in any required interactive process, the General Manager determines that no reasonable accommodation can be made nor can transfer or reassignment to a position for which the Employee is physically and mentally qualified be made, the Employee may be medically separated for inability to perform the essential functions of the position.

SECTION 12. ASSIGNMENTS REQUIRING MOTOR VEHICLES

- A. Whenever it is necessary for Employees to use a motor vehicle in the performance of assigned duties, they shall have such vehicle furnished to them or they shall be compensated for the use of their personal vehicle at a rate for mileage established by the District.
- B. No Employee shall use a District vehicle or claim compensation for mileage, except in connection with the performance of official District business.
- C. Employees shall be assigned duties requiring use of motor vehicles, in accordance with the motor vehicle code and other applicable laws.
- D. Seat belts, which are furnished in District vehicles, shall be properly used, and in this Memorandum of Understanding, every Employee is fully informed of these requirements. Employees using personal vehicles shall be required to always have and use seat belts when using such vehicles on District business in accordance with California laws. Failure to use seat belts shall be cause for discipline.
- E. All Employees who are required to maintain a valid driver's license in accordance with their job description, shall always maintain their insurability. If an Employee is required to drive as part of his/her job duties, lack of insurability shall be cause for discipline.

SECTION 13. UNIFORMS

- A. When required for convenience and benefit of the District, Employees may be required to wear uniform clothing as specified by the General Manager.
- B. The General Manager may authorize the provision or partial provision for such clothing and/or the cleaning and maintenance of such clothing.
- C. All clothing provided by the District shall be returned to District on termination of employment. Any Employee who loses uniform in laundry shall report such loss to Accounts Payable within five (5) days of such loss.

- D. Effective June 19, 2003,
 - a. This benefit shall apply to certain employees of the Local Miscellaneous Classic members group (Rate Plan 4179).
 - b. This benefit shall consist of a pro-rata share of uniform expense not to exceed \$1,500.00 per annum. This benefit shall not apply to employees of the Local Miscellaneous PEPRA members group (Rate Plan 27175).
 - c. The District will report to CalPERS the monetary value for providing and maintaining eligible employees' required uniforms. The District will report the uniform allowance amounts eligible as special compensation to CalPERS on a per payroll basis, not to exceed \$1,500 per year, per employee.

SECTION 14. EMPLOYEE TRAINING

It is the policy of the District to encourage and facilitate a program of training in the interests of Employee efficiency and as an aid to qualifying Employees for advancement. The General Manager may take any of the following steps to develop and facilitate training programs.

- A. Give counsel and advice to Employees, when requested, and information regarding possibilities of advancement in their field of work and suggest any additional training of value.
- B. Develop and establish mandatory and voluntary training programs for Employees, including supervisory personnel.
- C. Promote Employee training programs sponsored by educational institutions.
- D. Record the completion of training programs on the Employee service record.
- E. For management approved training programs that Employees attend, compensation shall be the appropriate rate for the actual training time and actual travel time.
- F. Any Employee may participate in special educational and training programs with District approval.
- G. Such assignments shall be limited to programs which are directly related to the District, and which provide knowledge and ability which cannot reasonably be provided on the job.
- H. All training assignments conducted outside District facilities, or which include a District payment for tuition, registration fees, transportation, or other costs, shall be approved in advance by the General Manager.
- I. All training assignments expenses shall be recorded and/or reported in the manner prescribed by the General Manager. The District shall pay the full cost of all tuition, examinations, and books in accordance with District policy.
- J. Whenever Employees are ordered or authorized to travel for approved training, they shall be compensated for the necessary travel expenses including transportation, lodging, and meals in accordance with District policy.

- K. The District shall fix maximum allowable travel expenses which shall apply, uniformly, to all bargaining unit Employees.

SECTION 15. CERTIFICATION REIMBURSEMENT PROGRAM

- A. The District will pay for job-required mandatory certifications and their renewal, licensing and their renewal, and Continuing Education Units required to maintain certification(s) as follows:

Expenses that will be covered are:

1. Travel Time
2. Travel Expenses
3. Employee Time during class or exam
4. Certification Preparation Class
5. Certification Test for an unlimited number of times for mandatory certifications.

- B. The District will pay for approved advanced level or out-of-classification certifications and their renewal as follows:

Expenses that will be covered are:

1. Travel Time
2. Travel Expenses
3. Employee Time during class or exam
4. Certification Preparation Class
5. Certification Test, up to three attempts, pass or fail for above level or out-of-classification certifications.

- C. Wastewater Operator Certification

Plant Operator I shall receive a five percent (5%) salary adjustment upon receipt of California State Water Resources Control Board Grade II Wastewater Treatment Plant Operator Certification. Plant Operator I's that skip the Grade II exam and pass the Grade III exam will get a minimum of a 10% increase when moving to the Operator III position.

- D. New Employees shall have two years from date of hire (unless otherwise specified in their job description) to obtain either the State or District-required certification and/or proficiency requirements. If required certification/proficiency is not obtained within the allotted time, the Employee shall be terminated from employment with the District.
- E. Any qualified in-house Employee who is at a lower pay scale will go to the top step of Inspector I and will be given a 5% salary increase from their current position. They will then be Y-rated at that rate until such time as they receive their Backflow Tester certification and have the functional knowledge of all other requirements of the Inspector II job description. They will be given 24 months from the date of promotion to obtain the Cross Control Specialist certification once they become an Inspector II.

SECTION 16. EDUCATIONAL REIMBURSEMENT PROGRAM

When approved by the General Manager or his designee, regular Employees shall be reimbursed for expenses incurred for educational training in a field that is related to the employee's job and career path. Educational expense reimbursement shall be provided to reimburse an Employee for out-of-pocket expenses for educational training that is not otherwise provided or paid for by the District.

All the following expenses shall be reimbursed:

- A. Registration Fee
- B. Tuition/Enrollment Fee
- C. Required Books

Employees will not be reimbursed for travel time, travel expenses, class time and study time. District vehicles may not be used for travel unless the Employee is on standby.

Employees will be reimbursed for the above expenses, upon successful completion of their class work, up to a maximum of \$~~4,600~~4,100 per year.

SECTION 17. PERFORMANCE EVALUATIONS

- A. Performance evaluations shall be rendered every six months until Employee reaches G Step and shall then be rendered annually for all regular Employees. For Employees hired on or after January 1, 2013, performance evaluations shall be rendered every twelve (12) months until Employee reaches the top step, except for probationary Employees, which shall be a six-month evaluation. Probationary Employees shall receive a performance evaluation prior to the conclusion of the six-month probationary period and may receive several such evaluations during the probationary period. Supervisors shall report on the nature of the service rendered by each of their subordinates. The supervisor shall review the report with the Human Resources Director and the Employee before submitting it to the Program Manager and the General Manager.
- B. If Employees are dissatisfied with their performance evaluation, they may confer successively with their immediate supervisor and the head of their division. If the Employee believes the evaluation does not correspond to the facts, he/she may then appeal to the General Manager who shall make the final decision regarding performance evaluations. Any appeal to the General Manager shall be in writing and shall contain the basis for the appeal and specific facts supporting the appeal.
- C. A performance evaluation of "Not Acceptable" shall be considered unsatisfactory and failing to meet minimum performance standards. Employees receiving a "Not Acceptable" rating may be dismissed from District service and, if two consecutive performance evaluations of "Not Acceptable" are made, the Employee shall be dismissed from District service. Such dismissals shall be in accordance with the disciplinary procedure.

SECTION 18. CODE OF CONDUCT

In the interest of promoting harmonious labor relations between the District and Employees, and to provide a positive work environment, the following Code of Conduct is required of all District Employees.

A. Code of Conduct

All Employees shall exhibit behavior that encourages mutual respect, teamwork, and positive attitudes, during their term of employment. All Employees are expected to exhibit financial and reputable Stewardship toward the District and the public that the District serves.

B. Any Employee may be suspended, dismissed, demoted, or otherwise disciplined for cause, including failure to abide by the above Code of Conduct and including but not limited to the following:

1. Willful or persistent violation of District policies adopted by the Board of Directors.
2. Willful failure of good conduct, tending to injure the public service.
3. Theft, or attempted theft.
4. Vandalism or willful conduct which damages real or personal property.
5. Use of fraud, deception, or misrepresentation of material facts in obtaining employment, or during employment with the District.
6. Dishonesty.
7. Discourteous treatment of the public or of fellow Employees.
8. Physical attack, fighting, or verbal altercations toward fellow Employees or the public, or violation of the District's Workplace Violence Prevention Policy.
9. Drunkenness, immoral conduct, ~~or addiction to the use of narcotics~~, or violation of the District's Drug-Free Workplace Policy or Substance Abuse Policy.
10. Failure to observe the requirements of the District's Illness & Injury Prevention Program, including failure to use seat belts in accordance with Section 12.
11. Violation of the District's Sexual Harassment Policy.
12. Failure to report to calls when on standby.
13. Incompetency or inefficiency.
14. Inattention or dereliction of duty.
15. Insubordination.

Commented [LK1]: Drug addiction is considered a physical or mental impairment under the ADA. I'd like to remove this language from the MOU as we cannot discriminate against a person who has a history of drug addiction but who is not currently using.

16. Absence without leave.
17. Abuse of Sick Leave or excessive absenteeism.
18. Tardiness.
19. Accepting any gift or fee in connection with District work when such gift or fee is given in expectation of receiving favored treatment, or violation of the Gift & Gratuities or Conflict of Interest Policies.
20. Removal, borrowing, or use of District property, equipment, tools or vehicles for non-District purposes without prior written authorization from the General Manager or his/her designee.
21. Political activities engaged in by Employees during their assigned hours of employment.
22. Using or attempting to use political influence in securing promotion, leave of absence, transfer, change of pay, or character of work.
23. Failure to initially obtain, or maintain any required licenses or certifications, or failure to maintain insurability.
24. Continuing illness of a disabling nature after the exhaustion of sick leave and leave of absence privileges where the District is unable to accommodate the disability in accordance with Section 10.
25. Any physical or mental ailment such as preventing the Employee from performing the duties of his/her position or any other position available for which the Employee is qualified, in accordance with Section 10.
26. Inability to perform the essential functions of the Employee's position as set forth in Section 10.
27. Failure to keep District informed of current home phone number and address.

SECTION 19. DISCIPLINARY PROCEDURE

A. Notice of Proposed Discipline

District shall, prior to taking disciplinary action to demote, dismiss, or suspend a regular Employee, provide the Employee with a written notice of proposed disciplinary action which shall contain the charges, all documentation on which the decision was based, and the specific factual basis for the charges and the nature of the proposed disciplinary action. Said notice shall inform the Employee of his/her right to respond to the charges.

B. Response

The Employee shall have the right to respond to the charges set forth in the Notice of Proposed Discipline, orally or in writing, within five calendar days of receipt of said

notice. Any written response shall be delivered to the office of the General Manager within the time allowed. If the Employee desires to respond orally, the Employee shall make an appointment with the General Manager or his/her designee for a response meeting within the time allowed. The Employee may bring a representative of his/her choice to a response meeting. The Employee or his representative shall provide a detailed written or verbal statement to the Skelly Officer at this Skelly Hearing.

C. Disciplinary Action

After the Employee's response is received, or if no response is received, after the five-day period expires, the General Manager shall determine whether to proceed with the proposed disciplinary action and will notify the Employee in writing.

D. Notice of Disciplinary Action

If the General Manager determines to proceed with the disciplinary action, a Notice of Disciplinary Action shall be sent to the Employee by certified mail. Said notice shall contain the charges, the factual basis for the charges, the disciplinary action imposed, and the effective date of the action which shall not be earlier than five days after the Notice of Proposed Disciplinary Action was sent to the Employee. This notice shall inform the Employee of the right to appeal the action.

E. Appeal

The Employee may appeal any disciplinary actions of demotion, dismissal, or suspension, by filing a Notice of Appeal, along with a statement of reasons for the appeal, with the General Manager within ten days of Notice of Disciplinary Action.

F. Selection of Arbitrator

Within 10 days of receipt of the detailed statement, the District shall request the American Arbitration Association to provide a list of arbitrators from which the parties shall select one to hear the matter.

1. In the event the parties are unable to agree within ten days of receipt of the list of arbitrators, the arbitrator shall be selected by the American Arbitration Association.
2. Both the General Manager and the Employee shall be represented at said hearing by a representative of their choice, who may be an attorney. The District shall present its case first at the hearing. Each side shall have the right to present witnesses and documentary evidence and to cross-examine the other party's witnesses.

G. Decision

1. The decision of the Arbitrator shall be final.
2. The arbitrator shall have no authority to add to, delete or alter any provisions of this Memorandum, but shall limit his/her decision to the application and interpretation of its provisions.

H. Costs

The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.

I. Witnesses

The District agrees that Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this Memorandum. The Union agrees that the number of witnesses requested to attend, and their scheduling shall be reasonable.

J. Leave Pending Action

The General Manager shall have the power to place the Employee on Administrative Leave, with pay, during the investigation, until the Notice of Disciplinary Action becomes effective, or the Employee is returned to work.

K. Probationary Employees

Probationary Employees are not entitled to notice or hearing in the event they are terminated during the probationary period, except as provided by law.

- L. If an employee receives a Counseling Memo or a Written Warning, the Employee will have the right to appeal such disciplinary action by requesting a meeting with the General Manager. This meeting will allow them the opportunity to present their information pertinent to the incident in question. The Employee may bring a representative of his/her choice to the meeting. The decision of the General Manager shall be final.

SECTION 20. LAYOFF

- A. If the District determines to lay off Employees, the Union and the Employees affected shall receive notice of the layoff sixty (60) calendar days prior to the effective date of layoff, except where immediate layoff is required by circumstances beyond the control of the District. Layoff and recall shall be based on seniority. Seniority will be determined by department and then by District as a whole. Employees who are laid off shall be placed on a layoff and rehire list, which shall be provided to the Union Business Representative and updated as changes occur.
- B. The least senior employee in any classification which is being reduced shall be noticed of layoff. The Employee shall have the right to bump into any classification in which he/she previously worked, based on his/her seniority as compared with incumbents in that classification. Any Employee who has no bumping rights may displace a less senior Employee in any other classification if he/she is qualified for that position.
- C. Limited Term Employees shall receive a minimum of two weeks' notice of the end of their Limited Term Position and shall have the right to return to their previously held position with the District. Such an end of the Limited Term Position shall not be considered a layoff. Any Employee(s) hired to replace existing employees on Limited

Term Assignments shall be given a minimum of two weeks' notice of the end of their employment with the District, and this shall not be a layoff. Such employees will have the right to apply for any future openings in the District.

SECTION 21. HOURS OF WORK

- A. The General Manager shall determine the hours of work for each Employee in accordance with the needs of the Department.
- B. The hours of work, including authorized absences with pay, of all full-time Employees, shall be an average of forty (40) hours per week.
- C. The normal work schedule in the District is eight (8) hours per day, five (5) days per week. At the District's discretion, it may establish certain 10-hour or 12-hour shifts on temporary or continuing basis. Assignments to such shifts shall be made solely by the District without regard to seniority.
- D. The District may, on the determination that certain existing 10-hour or 12-hour shifts are detrimental to a particular operation, reassign Employees on 10- or 12-hour shifts to a normal work schedule on 30 days' notice to the Employee and the Union. Employees will be given two (2) weeks' notice for shift changes (while remaining on 10- or 12-hour schedules) that are expected to last more than 30 days. Shift changes of less than 30 days will not be made solely for the purpose of avoiding payment of overtime.
- E. The hours of work, including authorized absences with pay, of all part-time Employees shall be established by the General Manager and shall normally be less than eight (8) hours per day and less than forty (40) hours per week.
- F. Employees who are allowed a lunch period as part of each shift may be excused at the end of the shift at the discretion of the General Manager; provided, however, that any such shift shall be extended to include a full shift of work for an Employee, without additional compensation, whenever the needs of the department so require.
- G. The General Manager may require any Employee to work more than the normal hours of work whenever the needs of the department so require. Such additional work shall be compensated in accordance with the provisions of this Memorandum which govern emergency assignments.
- H. The General Manager may require any Employee to work assigned shifts with hours other than 7:00 a.m. to 6:00 p.m., or days other than Monday through Friday.
- I. For purposes of the FLSA, the workweek is defined as follows:

12-hour Employees	4:00 a.m. Thursday through 3:59 a.m. Thursday
Pumps Employees	12:01 a.m. Friday through 12 midnight Thursday
8-hour Employees	12:01 Thursday through 12 midnight Wednesday
10-hour Employees	12:01 Thursday through 12 midnight Wednesday
9/80 Employees	Refer to individual Flexible Schedule Agreements

J. An alternative work schedule will be available on a voluntary basis to administrative employees (Administration, Engineering, Customer Service, Finance, Information Systems) with the approval of the department manager. New employees must have completed their probationary period to participate in the alternative work schedule program. Employees who have transferred to a new department must have completed a minimum of three months in their new position to participate in the alternative work schedule program.

K. Remote Work may be available on a voluntary basis with the approval of the department manager. Each department manager will handle remote work schedule requests in accordance with the Remote Work Policy. Prior to participation, a Remote Work Safety Checklist and Self-Certification form and a Remote Work Agreement shall be completed.

Employees not electing to participate will remain at their present weekly work schedules. The hours worked must include 8:00 a.m. to 5:00 p.m. The 9/80 work week schedule is defined as a two-week 80-hour schedule of eight nine-hour days, one eight-hour day typically worked on Monday or Friday during the two-week period, and the other Monday or Friday off. Each manager will coordinate the day off and/or make variations in scheduled days off to maximize productivity. The eight-hour workday and day off are not subject to change unless approved by the Department Manager. Prior to participation in the program, an alternative work schedule policy agreement shall be completed. (See Exhibit B)

Overtime will be paid only if an Employee is asked to work on a scheduled day off, or if required, works beyond their regularly scheduled hours of work. Out-of-class pay will apply per Section 28 of the MOU, except no out-of-class pay will apply on a supervisor's or manager's regularly scheduled flex day off.

An Employee having a regularly scheduled Monday off, falling on a holiday, shall take the following Tuesday off; should a holiday fall on a Friday on a regularly scheduled day off, the Employee will take the preceding Thursday (or Wednesday in the case of Thanksgiving) off.

The Department Manager will monitor the level of service to external and internal customers and added cost to the District (if any), to determine whether any adjustments need to be made concerning the individuals participating or the structure of the flexible work schedule. While it is anticipated that the alternative work schedule will be a long-term arrangement, it can be terminated, either for any individual, or for a department, by the Department Manager or General Manager, if they believe present service and productivity levels have deteriorated or if other circumstances arise that make it untenable. The employer agrees to provide a minimum of two (2) weeks' notice when terminating an alternative work schedule. This notice requirement will not apply to temporary suspension of an alternative work schedule arrangement due to immediate operational need.

SECTION 22. STANDBY AND EMERGENCY ASSIGNMENTS

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Whenever it is necessary for the protection of public health, safety, or welfare, Employees may be required to remain on standby for emergency work and/or to perform emergency work during off duty hours, and will be paid for such services, in addition to their regular salary, as provided in this section.

A. Primary Standby

1. Employees on Primary Standby shall live within, or use accommodations in, the District's service area or the Lake Tahoe Basin portion of Douglas County Sanitary Improvement District (DCSID). The District will provide reasonable accommodation at or near the District for those Employees not residing within the above service area.
2. Employees on Primary Standby will be assigned a District vehicle equipped with the basic tools of the trade and appropriate communications devices and will be required to be immediately available at all times during the standby period, subject to all provisions of Section 18 of this Memorandum.
3. Employees who are on Primary Standby for emergency work shall be paid ~~\$4-505.00~~ per hour for each hour on standby, whether or not they are called to work. Holiday standby will be paid at the rate of ~~\$4-505.00~~ per hour multiplied by the appropriate holiday rate.

B. Secondary Standby

1. Whenever the General Manager or his/her designee deems it necessary for the safety and well-being of the public, Employees may be assigned to Secondary Standby.
2. Those Employees assigned to Secondary Standby will be assigned a District vehicle equipped with the basic tools of the trade and appropriate communications devices and will be required to be immediately available by phone or pager at all times during the standby period, subject to all provisions of Section 18 of this Memorandum.
3. Employees assigned to Secondary Standby must stay within a sixty (60) mile radius of the District's Main Plant Facilities in South Lake Tahoe at 1275 Meadow Crest Drive and shall be able to respond to the Main Plant or specific locations as requested, within a reasonable period.
4. Employees who are on Secondary Standby for emergency work shall be paid ~~\$3-504.00~~ per hour for each hour on standby, whether or not they are called to work. Holiday standby will be paid at the rate of ~~\$3-504.00~~ per hour multiplied by the appropriate holiday rate.
5. Employees who are assigned to Secondary Standby duty then reassigned mid-duty to Primary Standby duty shall receive the Primary Standby rate for all hours assigned.

C. Tertiary Standby

1. Whenever the General Manager or his designee deems it necessary for the safety and well-being of the public, Employees may be assigned to Tertiary Standby.
 2. Those Employees assigned as Tertiary Standby are required to be able to be contacted within one hour, subject to all provisions of Section 18, Code of Conduct, of this Memorandum, and will be provided appropriate communications devices.
 3. Employees who are on Tertiary Standby for emergency work shall be paid ~~\$2.00~~2.50 per hour for each hour on standby, whether or not they are called to work. Holiday standby will be paid at the rate of ~~\$2.00~~2.50 per hour multiplied by the appropriate holiday rate.
 4. When a telephone conversation can eliminate the need for a physical response on a "Call Back" to the District Plant, the Employee shall receive a minimum of fifteen (15) minutes (or the actual amount of time spent on the telephone if that time is greater than fifteen (15) minutes) of 1 ½ times the appropriate rate of pay.
 5. Employees who possess a Water Distribution Operator Certification of at least a D-3 or a Collections ticket of at least a C-3, thereby eliminating the need for a Tertiary Standby assignment, shall be paid both the Primary and Tertiary rates stated above.
- D. The District and the Union agree to work together within individual departments regarding terms and conditions implementing the standby policy. Standby duty assignments shall be posted in writing with at least a 10-working day notice whenever possible. To maintain flexibility for all parties, crew members may trade or give their standby assignment to another trained and qualified crew member.
- E. When possible, Plant Operators will be used as the Attendant for a confined space entry. If not available, or if a third person is necessary, an additional trained and qualified Employee will be called out.
- F. Standby pay is in addition to any pay for actual work time during standby.
- G. Whenever Employees are ordered to perform emergency work in excess of the normal working hours per week, whether or not they are on standby duty, they shall be paid for such work at the hourly equivalent of their hourly salary times one and one-half.
- H. For emergency work calls, Employees shall receive a minimum of two hours pay. For work performed over two hours, but less than four hours, employees shall receive four hours pay.
1. All time is to be paid at 1 ½ times the basic rate.
 2. An Employee will not be paid for more than two call-outs in a two-hour period per calendar day.

3. Portal to portal pay shall be paid when a standby Employee is called back.

I. A meal allowance of ~~\$7.50~~14.50 shall be granted when an employee works at least two hours overtime after his/her regular shift for that day has been completed. The allowance shall be ~~\$10.00~~18.75 if he/she works two complete shifts without a break.

1. When an Employee works at least four hours on a regularly scheduled day off and he/she receives less than two hours' notice to report to work, he/she will receive a meal allowance of ~~\$7.50~~14.50. If he/she works a complete shift, the allowance will be ~~\$10.00~~18.75.

2. To qualify for the meal allowance on a standby shift, the Employee must work at least four continuous hours or one continuous shift and have received less than two hours' notice to report to work.

J. Any exceptions to the above will be just that and are not to be construed as a change in the policy or the setting of precedent to be followed in the future.

SECTION 23. REST PERIODS

- A. Subject to the discretion and control of the General Manager, all Employees may be allowed rest periods not to exceed 15 minutes during each four consecutive hours of work.
- B. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one hour of the beginning or the end of a work shift or lunch period.

SECTION 24. LUNCH PERIOD

- A. All District Employees normally shall be allowed a lunch period of not less than thirty minutes nor more than one hour which shall be scheduled generally in the middle of the work shift.
- B. Whenever it is necessary for Employees to work overtime more than two consecutive hours, they shall be granted an additional lunch period, the taking of which is optional with the Employee.
- C. Lunch periods shall not be counted as part of total hours worked, except for those Employees for whom lunch periods include the actual performance of assigned duties.

SECTION 25. SALARY STEP UPON APPOINTMENT TO A CLASS

- A. New Employee

Except as otherwise provided herein, any person appointed to a class shall receive the entry step of the range for such class and shall accrue other benefits as a new Employee.

B. Reemployment

Any persons re-employed following layoff shall receive compensation and benefits as though they had been on leave without pay.

C. Reinstatement

Any persons appointed in accordance with the contractual provisions governing reinstatement following resignation in good standing shall be considered as new Employees; provided, however, that at the discretion of the appointing authority, such Employees may receive a starting salary higher than Step A.

D. Return to Former Class

1. Whenever Employees are returned to their former class following promotion or transfer, they shall be placed on that step of the range which they held when they left the former class.
2. This section shall not apply to existing Employees who return from the Limited Term Position. Any merit increases received during the Limited Term Position shall apply to the Employee's return to their previous position. Therefore, Limited Term Employees shall receive the same step upon their return to their previous position as they received in their Limited Term Position.

E. Whenever Employees are promoted, they shall receive the lowest step in the higher range which provides a minimum increase of 5%. This salary shall not exceed the top step.

1. A promotion in the same job class will not change the Employee's merit increase date.

F. Transfer

1. Whenever Employees are transferred to a class, the range for which is less than five percent (5%) or the equivalent of one step difference from the range of their former class, such employees shall receive the same step in the new range as they received in the former range, adjusted in accordance with subsection H, if applicable.
2. Employees who are currently at a "II" position and receive a promotion to a "I" position where the "I" salary scale is lower than the salary scale for the existing "II" position, shall receive a five percent (5%) increase and shall be placed at a "Y-rate" until they meet the qualifications for the "II" position. This shall apply only in cases where the "II" classification is higher than the "I" classification the Employee is promoting from." An example of this is when an Employee promotes from Underground Repair Sewer position to a Pump Station Operator I position, where the employee must remain at the Pump Station Operator I until they meet the qualifications and requirements for the Pump Station Operator II position.

G. Demotion

1. Whenever Employees are demoted, due to layoff, to a class having a lower salary range, their salary range shall be that step in the new range which provides equal or, in the absence thereof, the nearest lower salary to that which they received prior to the demotion. In all cases of voluntary demotion, the Employee shall receive the same step in the lower range as they received in the higher range. There shall be no change in merit increase date on demotion (keep current date).
2. Employees demoted because of rejection during a probationary period in a promotional position shall revert to the merit increase date they previously held in the lower class.
3. In all cases of demotion for cause, the salary placement shall be determined as part of the disciplinary action.
4. Employees may be demoted into prior bargaining unit positions held in the District.

H. Adjustment for Length of Service

The salary advantage of an entry step above Step A shall apply only to the class for which it is established and shall not apply to any Employees who change to another class. The salary step for Employees who voluntarily change to a class with a lower entry step shall be reduced to the step that is commensurate with their length of service in the former class.

I. Return Following Leave Without Pay

Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits, other than employment status, shall be based on actual service. This provision shall not apply to Employees returning from military leave.

J. Appointment of Exceptional Applicant

The General Manager may approve a salary above the established entry step for the class to recruit an individual who has demonstrated superior knowledge and ability in the hiring process and whose combined education and knowledge, and experience represents substantially better preparation for the duties of the class than required by the minimum employment standards. In the application of this provision, consideration also shall be given to current employees in the same class who possess comparable qualifications and if determined equivalent, adjustments shall be made in accordance with the provisions of Section 26 of this Memorandum.

K. Any change to job descriptions for a classification shall be subject to the meet and confer process.

SECTION 26. MERIT INCREASES IN SALARY STEP

- A. Increases in steps above the entry step shall not be automatic but shall be based on performance and length of service and shall be granted to eligible Employees at the discretion of the General Manager. The following are requirements for granting a merit increase:
 - 1. For Employees hired before January 1, 2013, the Employee must have earned the equivalent of at least six months of full-time eligible service since their merit increase date for increases from Step A, C, D, E; twelve months service from Step B and twelve (12) months service from Step G. For Employees hired on or after January 1, 2013, Steps A and B will be eliminated. Step C will become the new Step A, and the steps will go through Step F. The Employee must have earned the equivalent of at least twelve months of full-time eligible service since their merit increase date for increases between each step, except for the initial probationary step, which shall be at six months, regardless of which step hired into. An Employee moving from a I to a II position shall be placed at the next lower step on the new position as they were on in the old position. This does not apply to Plant Operators, as there is no Operator II position. Plant Operators that skip the Grade II exam and pass the Grade III exam shall move to Operator III with a minimum 10% increase.
 - 2. The General Manager must specifically approve the merit increase for which an Employee is eligible.
- B. Except as otherwise provided herein, Employee's merit increase dates shall be computed from the first day of service in any class or the date of their last merit increase, whichever is most recent.
 - 1. Upon promotion, an employee will receive a new merit increase date. This shall not apply to movement from I to II in the same class.
- C. Extra help employment shall not be considered eligible service for merit increases.

SECTION 27. GENERAL SALARY ADJUSTMENTS

~~Effective June 24, 2021, Employees shall receive a Cost-of-Living Adjustment of two and one-half percent (2.5%). Effective June 23, 2022, and June 22, 2023, Employees shall receive a Cost-of-Living Adjustment of two and one-half percent (2.5%) each respective year.~~

Effective June 20, 2024, Employees shall receive a Cost-of-Living Adjustment based on the April-April average of the San Francisco-Oakland-Hayward and U.S. Cities Average CPI-W with a minimum of 2.5% (two- and one-half percent) and a maximum of 4.5% (four- and one-half percent).

Effective the last pay period in June of 2025 2026, 2027 and 2028, Employees shall receive a Cost-of-Living Adjustment based on the April-April average of the San Francisco-Oakland-Hayward- and U.S. Cities Average CPI-W with a minimum of 2.5% (two-and-one-half percent) and a maximum of 4.5% (four and one half percent) each respective year.

~~Between July 1, 2023, and June 20, 2024, a Total Compensation Study will be performed for implementation June 20, 2024, with full involvement by a labor management committee. Implementation of Compensation Study is to be negotiated upon its completion.~~

A. Survey Adjustments

~~The parties shall meet and confer over implementation of the 2024 Total Compensation Report (Study), immediately when finalized by the consultant.~~

~~1. Under market positions as identified in the 2019 Final Compensation Report (Study) dated April 2, 2019; shall be increased to the Labor Market Median as shown in the Study in three adjustments. The total net adjustment of 76.60% shall be implemented in two equal adjustments on June 27, 2019, and June 25, 2020. The net adjustment is the sum of the over market and under adjustments as identified in the Study. The third adjustment shall be on June 24, 2021.~~

~~2. Prior to the next contract negotiations in 2021, the District will update the Compensation Study salaries using the same agencies and same comparable positions used in the current Study. This will be identified as the 2021 Study.~~

~~3. Positions found to be over market by 2.5% or greater as identified in the 2021 Study will be frozen as of June 24, 2021, until they are found to be equivalent to the Labor Market Median (assessed annually). Once this condition is met, such positions shall resume negotiated Cost of Living increases. Positions found to be over market by less than 2.5% shall receive a Cost of Living increase of the difference between 2.5% and the over market amount. Such positions will be surveyed annually and once found to be equivalent or less than the Labor Market Median, such positions will resume negotiated Cost of Living Adjustments.~~

A. Reclassification Process

Whenever the scope, responsibility, or assigned job duties for any position substantially change, a request for salary range adjustment, with all supporting documentation, may be presented to the General Manager. All decisions shall be documented by stating the reason(s) for approval or denial. Decisions by the General Manager shall be final.

If the District wishes to change the salary range of a position, it shall be done on a meet and confer basis with the Union, pursuant to the above process.

B. Y-Rate Adjustments

1. Whenever an Employee suffers an actual decrease in salary because of action taken by the District, without fault or inability on the part of the Employee, the General Manager may adopt a Y-rate to apply only to the Employee so affected.
2. Any Employee for whom a Y-Rate is established shall not receive any increase in salary until such time as their rate of compensation is within the established range for their class.

C. Emergency Salary Adjustments

1. Whenever exceptional recruitment and/or retention difficulty is encountered in a class due to the established salary range, the Board of Directors may establish a temporary recruitment and/or retention pay allowance for the class.
2. Such temporary pay allowance shall be the equivalent of one or more salary steps for the class.
3. The Board of Directors shall designate the step or steps of the established salary range for the class to which the temporary pay allowance shall apply, and the pay allowance shall apply uniformly to every Employee in the salary steps so designated.
4. Such temporary pay allowance shall automatically terminate upon the effective date of the new Annual Salary Resolution.
5. The establishment and termination of such temporary recruitment pay allowance shall not affect any Employee's merit increase date or step within the established salary range for the class.
6. When an Employee's change in class and/or salary occur simultaneously with adjustment in salary, the Employee's change shall precede the annual Salary Resolution adjustment in application.

SECTION 28. OUT-OF-CLASS SALARY ADJUSTMENTS

- A. Employees assigned responsibility not required of their classification and required of a classification whose salary range is five percent (5%) or more than the Employee's classification, excluding non-specified tasks, shall be paid at a rate of five percent (5%) greater than their classification for time spent performing the out-of-classification responsibilities.
- B. Employees assigned responsibility as Acting Supervisor, or assuming responsibility thereof when not specifically assigned (i.e., when supervisor is sick), shall be paid at a rate of seven and one-half percent (7 ½%) greater than their classification for time spent having the Acting Supervisor responsibility and being available to perform the duties. Such Acting Supervisor pay will be for the entire work shift that the employee is available to perform the Supervisor responsibilities. Lab personnel supervising the Part-Time Lab Aide shall receive Acting Supervisor pay during that assigned weekend shift.
- C. Acting Supervisor pay shall be paid on an interim basis for 60 days and may be extended by the General Manager for another 30 days. Thereafter, Supervisor pay shall apply and Employees will be placed at the step in the Supervisor's range that corresponds with their step in their current range for the remainder of the acting assignment. Employees filling in for management positions on a long-term basis, as stated in the above paragraph, will receive an additional 7.5% for a total of 15% over their regular base pay.

SECTION 29. PREMIUM PAY

- A. When regular Employees are assigned to work specified shifts regularly with hours other than 7:00 a.m. to 6:00 p.m., or days other than Monday through Friday, such regular employees shall receive a rate of pay equal to their hourly rate plus five percent (5%) premium payment. The premium shall apply to any overtime pay earned due to extra hours worked. The provisions of this paragraph shall not apply to any Employees assigned to 12-hour shifts or working Monday through Friday on a regular basis.
- B. Effective September 17, 1999, the Union was certified by the National Labor Relations Board (NLRB) as bona fide under Section 7(b) of the Fair Labor Standards Act (FLSA). As a result of collective bargaining, the parties have reached an Agreement regarding implementation of a plan under Section 7(b)(2) of the Fair Labor Standards Act. Therefore, in conjunction with the terms of the Agreement, Employees who work 12-hour shifts in the Operations department, shall receive an 8.37% premium pay. The 8.37% premium pay will replace paid overtime for the extra eight hours worked on the third week of the schedule rotation. The premium pay shall apply to all hours worked. Holiday and any Leave hours do not count as hours worked for the purposes of calculating this premium.
- C. Employees assigned to the solids system shall be paid a three and one-half percent (3 ½%) differential when working in the solids system one full shift, or for actual time spent in the solids system. This premium shall not apply to 12-hour Employees in the Operations department, whose solids system differential is included in paragraph B above.

SECTION 30. OVERTIME

- A. Overtime pay shall be one and one-half (1-1/2) times the Employee's basic rate of pay. All hours worked more than designated daily shift shall be compensated at the overtime rate. Hours worked more than the designated daily shift shall be approved in advance by the Employee's supervisor.
 - 1. If, after working overtime, there is less than an eight-hour period between the time the employee leaves work and his next scheduled work shift, the employee shall take the following shift off and will be paid regular pay for the missed shift. Overtime work and time off will be subject to supervisor and/or manager approval. For Employees in the Operations department, they shall be allowed to leave their work shift early enough to allow for eight hours off before an early mandatory morning meeting, subject to supervisor/manager approval.
- B. Employees may elect to accumulate overtime hours at one and one-half (1-1/2) times the Employee's basic rate of pay. These hours may be accumulated for future use by the Employee. The total accumulated compensatory time shall not exceed ~~sixty (60)~~120 hours. All overtime worked by Employees exceeding the total accumulated compensatory time of ~~sixty (60)~~120 hours shall be paid at the end of the pay period when accrued. Employees with accrued compensatory balances over 60 hours as of the first pay period in December will be paid out the balance over 60 hours.
 - 1. The accumulation of compensatory time is not mandatory; the discretion lies with the Employee.

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2. The District shall maintain a record for each Employee of the accumulation and use of compensatory time.
 3. Compensatory time off shall be approved in advance by Employee's immediate supervisor, who may deny such time off if the supervisor determines the use of this time would be unduly disruptive.
- C. No employee shall receive overtime pay for attending voluntary schooling or conferences. If attendance is mandatory and hours exceed normal shift, the Employee shall be compensated at the appropriate rate.
- D. Part-time Employees shall not receive overtime pay until they have worked at least eight (8) hours in one workday.

SECTION 31. PAYMENT OF SALARY

- A. The pay period for all Employees shall be based on a biweekly period.
- B. Salaries shall be computed in accordance with the following provisions:
1. The regular salary for each Employee shall be based on the actual number of days or hours worked in the period, including authorized absences with pay, multiplied by the Employee's hourly rate. Except for Holiday situations and use of Safety Incentive Pay for 9/80, 10, or 12-hour Employees, and subject to Section 37, all Employees must utilize accrued paid leave, unless on approved FMLA leave, to cover any absences, so that he or she will be paid for his or her normal schedule each work week (i.e., no short checks). This shall not apply to short checks when an Employee may take only the full 8 hours of holiday or Safety incentive pay for the Holiday.
 2. Special payments, including standby, overtime, premium and other special payments, shall be calculated in accordance with the pertinent provisions of this Memorandum and the Annual Salary Resolution.
 3. New Employees, as a condition of employment, shall be required to participate in the District's Direct Deposit program for all compensation.
- C. Salaries shall be paid to all Employees in accordance with the following schedule, provided, however, that Employees who are not paid pursuant to the regular biweekly payroll may be paid on a different date:
1. Regular salaries for each pay period shall be paid not later than the 5th work day of the following week; except that if the 5th work day of the following week falls on a non-work day, but is preceded by a work day, the salaries provided for herein shall be paid on the 4th work day of said week; and except that if the 5th work day of the following week falls on a non-work day and is preceded by a non-work day, the salaries provided for herein shall be paid on the first following work day of said week.

2. Special payment, including standby, overtime, premium and other special payments, shall be made not later than the regular payroll for the period following that in which such payments are earned or accrued.
- D. The compensation provided in this Memorandum shall be payment in full for all services rendered in a District position and no Employee shall accept any other compensation for services performed in such position.
- E. The District agrees to allow up to two (2) Union members to participate in the Board of Directors' two-member Finance and Operations Committees. Said Union Employee representative(s) may be on a rotational basis, depending on the committee agendas and Employee interest. It is understood by both parties that said committees are advisory only, and do not take any Board action, other than making recommendations to the full Board.

SECTION 32. EMPLOYEE BENEFITS

A. Eligibility

1. Regular Full-time Employees who work (or receive paid leave) for a minimum of 80 hours per month will receive full accrual/pay for holiday, sick leave, vacation, and compensatory time, and are eligible for full participation in the District's health and welfare insurance benefits programs and retirement programs.
2. Regular Part-time Employees who regularly work less than 80 hours per month will receive proportional accrual/pay for holiday, sick leave, vacation, and compensatory time, and are not eligible to participate in the District's health and welfare insurance benefits programs or retirement program.
3. Regular Full-time Employees who work (or receive paid leave) for less than 40 hours per pay period due to medical leave or layoff will receive proportional accrual/pay for holiday, sick leave, and vacation. At such time that a Regular Full-time Employee works, or receives paid leave for less than 80 hours per month, health insurance benefits will be continued for a period of three months (beginning on the first of the month following the first month of reduced hour status). This section shall not apply to Employees on leave due to a work-related injury or illness.
4. Regular Full-time Employees who are on Pregnancy Leave and work (or receive accrued paid leave for) less than 80 hours per month will receive proportional accrual/pay for holiday, sick leave, vacation, and compensatory time for a period of four (4) months. At such time that such Employee works or receives paid leave for less than 80 hours per month, health insurance benefits will be continued for a period of three months (beginning on the first of the month following the first month of reduced hour status).
5. Regular Full-time Employees who are on unpaid leave of absence will receive no accrual/pay for holiday, sick leave, or vacation leave. Health insurance benefits will be continued for a period of three months, beginning on the first of the month following the first month of unpaid leave status.

B. Insurance Benefits Committee

The District will form an Insurance Benefits Committee which includes representation by either the Shop Stewards or elected representatives, to discuss matters pertaining to the health insurance benefits program(s). Such discussions shall uphold the confidentiality of individual Employees, and shall be for the purpose of discussing plan document and/or claims administration issues in general. The process for addressing individual concerns regarding claims processing is contained in the Dental Insurance Plan Document.

C. Health and Welfare Benefits Programs

1. Health Insurance Plan

First and foremost, the District and the Union desire Employees and their families to maintain good health by encouraging personal responsibility, while utilizing insurance resources efficiently. In order to promote a wellness culture in the workplace, the health insurance plan will provide incentives to maintain the current level of benefits. Employees are encouraged to carefully read and refer to the Plan Document for the details of all the benefits listed in this section.

- a. Each Eligible Employee as defined in Section 32.A. above, their eligible dependents, or their Registered Domestic Partner as defined by California state laws, shall be provided with hospitalization, prescription drug, medical and dental insurance coverage.
- b. Effective January 1, 2013, Employees shall be covered by the ACWA-JPIA Prudent Buyer Classic Plan or the ACWA-JPIA Consumer Driven Health Plan for medical and prescription coverage, with the District fully funding the premium for the Employee and their dependent(s).
- c. If an employee elects to participate in the ACWA-JPIA Consumer Driven Health Plan, the District will contribute to a Health Savings Account (HSA) the following amounts, at the beginning of each calendar year: Effective January 1, 2025, the contribution amounts are as followed: Single - ~~\$1,300~~1,400; Employee plus One - ~~\$2,600~~2,800; and Family - ~~\$2,400~~2,600. Such funds in the HSA will be considered Employee monies to be used for qualified medical expenses on a tax-free basis.

2. Prescription Program

Every Employee is encouraged to utilize the prescription program in the most cost efficient manner. The prescription program will provide financial incentives to utilize generic and mail order prescriptions whenever possible. Higher co-pays will be charged for brand name prescriptions and for not utilizing the mail order service for maintenance medications unless there is no generic available or a medically necessary waiver is obtained from the doctor.

3. Dental Insurance

Employees and their eligible dependents are encouraged to obtain their routine dental exams and cleanings twice per year, which are provided in accordance with the Dental Insurance Plan Document.

The District will contract out to a third party matters pertaining to dental claim determinations, including the filing of dental claims and review of dental claim denials, except that the District may be consulted on matters involving potential exceptions to Plan exclusions. Information pertaining to medical condition and treatment will not be disclosed to any District employee, except when agreed to by the Employee or necessary in conjunction with a determination of potential exceptions to Plan exclusions.

When requested by an Employee, the Human Resources Director will provide Claims Assistance for an Employee, upon written authorization for same. Such claims assistance may include verifying accuracy of claims processing, verification of amount(s) owed by Employee to provider, and clarification of benefits provided under the applicable Plan Document.

Except for the District's obligation to provide dental insurance coverage in a manner consistent with this section, matters pertaining to the dental insurance plan, including but not limited to eligibility determinations and the denial or processing of claims, are not subject to the grievance procedure under this Memorandum.

4. Vision Care

Vision care insurance coverage premiums will be fully paid by the District for eligible Employees, their eligible dependents, or their Registered Domestic Partner, and will provide eye examinations and lenses every twelve months and frames every twenty-four months with no deductible pursuant to plan terms.

5. Long-Term Disability Plan

The District will provide a Long-Term Disability Plan (LTD) to all eligible Employees as defined in Section 32.A. above.

6. Life Insurance

The District will provide a Life Insurance Plan with benefits of \$70,000 to all eligible Employees as defined in Section 32.A. above.

7. CalPERS Retirement Plan

- a. For Employees hired before January 1, 2013, the Union and the District agree to maintain participation in the California Public Employees' Retirement system (CalPERS) for the Miscellaneous Plan 2.7 Percent at Age Fifty-five (2.7% @ 55), Supplemental Formula, Zero Percent (0%) Prior Service, in the Risk Pool effective July 1, 2006, and that the District shall remit to CalPERS the entire required contribution for each eligible Employee.

- i. The District shall pay the first ten percent (10%) of the required contribution. All required CalPERS contributions exceeding ten percent (10%) shall be split evenly between the District and the Employees so that the District pays one-half of the cost exceeding ten percent (10%) and the Employees pay the remaining one-half of the cost exceeding ten percent (10%) via payroll deduction (pre-tax), up to a maximum cap of 8% paid for by Employees.
 - ii. Should the CalPERS required contribution drop below ten percent (10%), Employees shall be paid a bonus of one-half of the percentage below ten percent (10%). Such bonus shall be paid at the first pay period following the end of the fiscal year. The District shall retain the other one-half of the percentage below ten percent (10%).
- b. Effective January 1, 2013, new Employees as of January 1, 2013 will be under the CalPERS plan allowed by AB 340 Public Employees' Pension Reform act. New members to CalPERS, as defined by law, will be at the 2% @ 62 formula and be subject to the new cost-sharing formula as defined by CalPERS. The District will comply with all laws pertaining to this new pension reform.
- c. The following Special Compensation Categories are paid by the District when employees are performing the related tasks:

1. CalPERS Special Compensation

STPUD Pay Description	Classic Eligible Y/N?	PEPRA Eligible Y/N?	CalPERS Category/Type
Premium Biosolids Bldg.	Y	Y	Special Assignment Pay – Hazard Premium
Premium Acting Supervisor	Y	Y	Special Assignment Pay – Lead Worker/Supervisor Premium
Premium Acting Lead	Y	Y	Special Assignment Pay – Lead Worker/Supervisor Premium
Backflow Pay	Y	Y	Premium Pay/Temporary Upgrade Pay
Compaction Testing Pay	Y	Y	Premium Pay/Temporary Upgrade Pay
Premium Out of Class	Y	N	Premium Pay/Temporary Upgrade Pay
Premium Weekend	Y	Y	Special Assignment Pay/Shift Differential
Premium Swing	Y	Y	Special Assignment Pay/Shift Differential
Premium Operator Pay	Y	N	Statutory Items/FLSA
Uniform	Y	N	Statutory Items/Uniform Allowance

8. IRS 125 Flexible Benefits Program

District shall continue to provide the voluntary flexible benefits program in effect as of June 30, 1996. District will allow additional payroll deductions for a flexible benefits program and for other ancillary Employee-paid insurance programs. Costs for administration of all aspects of the flexible benefits program shall be equally shared by the Participants and the District.

Participants in the ACWA-JPIA Consumer Driven Health Plan, who receive the District's Health Savings Account contribution as defined above, are not eligible to participate in the IRS Section 125 Flexible Benefits Program for Medical Reimbursement. They may participate for Dependent Care expense reimbursement.

9. Deferred Compensation Plan

District shall continue to provide the voluntary Deferred Compensation program in effect as of the date of this Memorandum of Understanding. District will allow payroll deductions for such Deferred Compensation program, in accordance with applicable law. The Deferred Compensation Plan will allow participant loans from individual accounts, with a loan maturity date consistent with the deferred compensation plan provider's loan procedures. The current deferred compensation plan provider, for example, allows mortgage loans for a period not to exceed fifteen years.

10. Retirement Health Savings Plan

The Union and the District agree to form a joint committee to implement a Retirement Health Savings Plan for all Employees. As of June 21, 2012, the District will contribute \$100 per month per employee toward the above Retirement Health Savings Plan. Effective June 29, 2017 and for each subsequent contract year thereafter, the District's contribution to the Retirement Health Savings Plan (RHSP) will increase by the percentage increase the preceding January to the ACWA-JPIA Prudent Buyer Classic Plan premium increase.

SECTION 33. HOLIDAYS

A. All Regular Employees of the District shall be entitled to the following holidays with pay:

1. January 1, Martin Luther King's Birthday, 3rd Monday of February, Memorial Day, July 4, Labor Day, Juneteenth (June 19th), Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, December 24, December 25.
2. Eight hours of Floating Holiday to be used on a date selected by the Employee and approved by his/her supervisor. Holiday shall be accrued on the first payday of the contract year.

B. Observed Holidays

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All Employees shall observe the holiday on the federal or state-recognized holiday, with the exception of Employees regularly assigned to work on Saturdays or Sundays. Employees regularly assigned to work on Saturdays or Sundays shall observe the holiday on the actual date (Saturday or Sunday). Work time on holidays worked may not be converted to compensatory time, if it is a regularly scheduled workday.

C. Pay Rate Schedule

All Employees who work on the observed holiday shall receive the appropriate rate, as indicated below, for all hours worked that day.

<u>Time and ½ Hourly Rate</u>	<u>Hourly Rate times 2</u>
Martin Luther King Birthday	January 1
3 rd Monday in February	Memorial Day
<u>Juneteenth (June 19)</u>	July 4
Veterans Day	Labor Day
Friday after Thanksgiving	Thanksgiving Day
December 24	December 25

D. Holiday Time Off and Holiday Pay

Holiday Time Off and Holiday Pay shall occur according to the following three scenarios:

1. Holiday falls on Regular Work Day – Employee Takes Day Off.
 - a. Employee receives 8 hours of Holiday Pay at straight time.
2. Holiday falls on Regular Work Day – Employee Works.
 - a. Employees receive appropriate pay according to the above pay rate schedule for hours actually worked on the holiday.
 - b. Employee also receives eight (8) hours of Holiday Pay at Straight Time, or;
 - c. Employee accrues eight (8) hours Holiday Pay Straight, to take off later.
3. Holiday falls on Regular Day Off.
 - a. Employee may take either preceding or following work day off and receive 8 hours Holiday Pay Straight for day taken off, or;
 - b. Employee receives eight (8) hours Holiday Pay, or;
 - c. Employee accrues 8 hours to take off before the end of the contract year.

E. Holiday Scheduling & Pay

1. Scheduling Employees to work holidays, or to take Holiday Time Off, is the sole discretion of the District. Accrued Holiday Time Off shall be taken with prior supervisory approval.
2. All accrued days, as of the last pay period of the contract year shall be paid, and no accrued days shall be carried past the end of the contract year.

SECTION 34. VACATION LEAVE WITH PAY

- A. Vacation with pay shall be earned by regular Employees based on the equivalent of full-time service from their regular employment date of appointment.
1. Vacation credit shall accrue to the Employee on the first of the pay period following the pay period in which it is earned.
 2. All Employees who have less than three (3) years of service shall accrue vacation on the basis of 6-2/3 hours for each full month of service (80 hours per year).
 3. All Employees who have more than three (3) but less than ten (10) years of service shall accrue vacation on the basis of ten (10) hours for each full month of service (120 hours per year).
 4. All Employees who have more than ten (10) but less than fifteen (15) years of service shall accrue vacation on the basis of 13-1/3 hours for each full month of service (160 hours per year).
 5. All Employees who have more than fifteen (15) years of service but less than twenty (20) years of service, shall accrue vacation on the basis of fourteen (14) hours for each full month of service (168 hours per year).
 6. All Employees who have more than twenty (20) years of service shall accrue vacation on the basis of 14-2/3 hours for each full month of service (176 hours per year).
 7. Vacation may be accumulated to a maximum of two (2) years' service on any accrual date. Thereafter, no further vacation will accrue until the Employee uses a portion of accrued vacation. Subject to the discretion of the General Manager, vacation may be bought back on a one-time per year basis, to be paid on the first pay period in December, in an amount not to exceed 50% of annual accrual.
 8. Vacation shall be scheduled a minimum of two (2) weeks and a maximum of twelve (12) months in advance. Vacations with less than two weeks' notice may be granted by department Manager or Supervisor.
- B. All Employees who have more than six (6) months of service shall be eligible to use accrued vacation.
1. The General Manager shall determine the period when accrued vacation time may be taken by each Employee, consistent with the requirements of the department.
 2. Employees who separate or are terminated from District service or who take military leave in excess of 180 days without providing notice of intent to return to work after the military leave, shall be paid the monetary value of their accrued vacation.
- C. During any pay period in which an employee does not work full time or does not receive a full paycheck (by using sick, vacation, or compensatory accrued hours) vacation leave

accrual will be applied in accordance with Section 32. This shall not apply to 10- or 12-hour Employees who elect to receive their 8 hours holiday pay and not use additional vacation, sick, or compensatory pay to equal a full check for a holiday. Employees on leave due to a work-related injury who utilize accrued sick, vacation, or compensatory time, to receive the equivalent of a full paycheck (accrued leave plus workers' compensation payments) shall accrue vacation hours at full accrual rate. If such accrued hours are not used or are not available, no further vacation hours will accrue until the Employee returns to work.

- D. Employees placed on unpaid suspension shall not accrue vacation leave during the period of their suspension.

SECTION 35. SICK LEAVE WITH PAY

Sick leave is a benefit to be used in the event an Employee or their family member, as defined elsewhere in this Memorandum, is unable to report for duty because of illness or injury without the loss of income. Sick leave is intended to be used for medical purposes, except as outlined elsewhere in this Memorandum, and should not be misconstrued as vacation.

Employees are encouraged to use sick leave when they are ill in order to protect the health of others in the workplace and to speed their own recovery.

- A. Sick leave with pay shall be earned by regular Employees based on the equivalent of full-time service from the date of appointment.
 - 1. Sick leave will accrue to the Employee on the first day of the pay period following that in which it is earned.
 - 2. Sick leave shall accrue on the basis of eight (8) hours per full month of service and may be accumulated without limit.
 - 3. Employees placed on unpaid suspension shall not accrue sick leave during the period of their suspension.
 - 4. During any pay period in which an Employee does not work full time or does not receive a full check (by using accrued paid leave hours) sick leave accrual will be applied in accordance with Section 31.
 - a. This shall not apply to 9/80, 10- or 12-hour Employees who elect to receive their 8 hours holiday or Safe Incentive pay and not use additional accrued leave pay to equal a full check for a holiday. Employees on leave due to a work-related injury who utilize accrued sick, vacation, or compensatory time to receive the equivalent of a full paycheck (accrued leave plus workers' compensation payments) shall accrue sick hours at full accrual rate. If such accrued hours are not used or are not available, no further sick hours will accrue until the Employee returns to work.
 - 5. During any period of disability for which payment is provided under State Disability Insurance, or Paid Family Leave Benefits, the Employee may elect to coordinate SDI/PFL benefits (see coordination language below) or to receive the leave with pay

in an amount equal to the difference between the disability or paid family leave benefit and full pay. See examples below. SDI Coordination consists of combining SDI benefits and District pay using available leave accruals. Employees eligible for SDI benefits shall use their available accruals when supplementing SDI benefits up to 100% of District regular gross wages to at least cover taxable benefits.

The District will utilize the Employee's SDI benefit payment advice as the basis for coordination of gross wages. Should any combined payment of District gross wages and SDI benefit exceed Employee's regular gross wages (overpayment), Employee will be required to remit payment to the District to buy back leave hours equal to the overpayment (see buy back provision below).

Examples:

1. Employee uses minimal hours to cover deductions that results in less than 40 hours per pay period. After audit of combined wage/benefit payments to ensure gross wages have not been exceeded, Employee retains benefit amount for SDI. Note: In this case, sick and vacation accruals, and holiday pay or holiday accrual will be pro-rated per Section 32.A.3.
2. Employee uses 40 hours per pay period. After audit of combined wage/benefit payments, employee is required to remit payment to the District for any amount over 100% of gross wages and sick leave as well as vacation leave (if desired), will be credited proportionately.
3. Employee uses 80 hours per pay period. Since this scenario results in combined payment over 100% of gross wages, Employee remits the amount of SDI/PFL benefit to the District and sick leave (as well as vacation leave if desired) will be credited proportionately.

Buy back of leave hours may be calculated proportionately between sick and vacation accrued leave used during the period of disability. Proportion shall be calculated using sick and vacation leave balances on the first day of disability. An Employee may elect to buy back only Sick leave but may not elect to buy back solely vacation leave. In no instance will vacation leave be credited in an amount exceeding the total vacation paid throughout the period of disability.

B. Regular Employees may use sick leave for the purpose specified in this section:

1. Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing their duties because of personal illness, injury or dental work.
2. Absence from duty for examination or treatment by a dentist, medical doctor, or physician under circumstances not involving quarantine or incapacity, provided, however, that such absences shall be scheduled at the discretion of the General Manager or his/her designee.

Absence from duty for attendance upon their spouse, or Registered Domestic Partner, or for attendance on a close relative because of illness or injury which incapacitates such family member and requires personal care. Such absence shall be limited by the appointing authority to the time reasonably required to make other arrangements for such care. A close relative includes children, parents, grandparents, grandchildren, sisters and brothers, aunts, and uncles, natural, adopted, and by marriage.

3. Absence from duty to transport their spouse or to transport a child or close relative, as defined above, residing with the Employee to and from a local hospital for medical treatment or operation, including childbirth.
 4. Absence from duty to be in attendance, at any location, during serious medical treatment or operation, including childbirth, performed upon their spouse or performed upon a child or close relative, as defined above, residing with the Employee.
 5. Upon termination, a regular Employee hired before January 1, 2013 shall receive a cash payment equal to ten percent (10%) of accrued unused sick leave for each full year of employment, up to a maximum of 1040 hours, times their regular hourly rate. Employees hired on or after January 1, 2013 shall not receive a cash payment of accrued unused sick leave upon termination.
 6. Employees who have 1040 hours of accrued sick leave may accept payment for 100% of the excess over 1040 hours. They may elect to continue the accrual of sick leave beyond the 1040 hours if they do not want payment for the excess over 1040 hours. When payment is chosen, it will be paid on the first payday in December of each year. This provision shall also apply to Employees hired on or after January 1, 2013.
 7. Upon death of an Employee, the beneficiary shall be paid accumulated sick leave to a maximum of 1,040 hours. This shall not apply to beneficiaries of Employees hired on or after January 1, 2013.
 8. The District's PEPRA CalPERS contract includes up to six (6) months of sick leave conversion to service credit upon termination. To be eligible for this contract feature the member's retirement date must be within 120 days from the date of separation from the District. Vesting of 10% per full year of employment will be applied to the sick leave balance as of the termination date. The vested sick leave balance is the amount that will be reported to CalPERS.
- C. It shall be the duty of the General Manager to enforce the provisions of this section and to record each absence for sick leave, including a clear statement of cause and such supporting evidence as is used in determining the necessity of such leave.
- D. Employees are required to notify their immediate supervisor or department head at least one (1) hour prior to the time set for performing their daily duties, or as soon as possible under extenuating circumstances. Failure to follow this directive could result in disciplinary action.
- E. If absence from duty due to sickness extends beyond the period of three (3) consecutive working days, the supervisor or department head may require the Employee to provide a doctor's note certifying their illness or disability and confirming their need for sick leave.
- F. The General Manager or his designee may require an Employee to provide a doctor's note certifying illness or disability at any time they are aware of information or have reason to believe that an Employee is abusing the sick leave privilege.

- G. The General Manager or his/her designee may require an Employee to provide a fit for duty statement by a medical doctor following any absence for serious illness, injury, or exposure to contagious disease, whether or not sick leave was used.
- H. When sick leave balances are exhausted, Employees must use their available leave balances, except when the Employee is on Family Medical Leave, Workers' Compensation, or is coordinating their leave with State Disability Insurance or Paid Family Leave benefits.
- I. An Employee intending to use sick leave for medical appointments shall notify his/her immediate supervisor in advance of the appointment. Sick leave use for this purpose must be approved in advance by the Employee's immediate supervisor.
- J. Sick Leave Reporting Requirement

If a supervisor/manager has reason to believe that an Employee is not using their sick leave appropriately, e.g., unusual pattern of sick leave use, excessive use of incidental sick leave, etc., the employer may place the Employee on a sick leave reporting requirement. Employees placed on Sick Leave Reporting will be required to bring a doctor's note for all absences until they are released from this requirement. The steps for this process shall be as follows:

1. The supervisor/manager will meet with the Employee and provide a list of problem absences. Absences subject to FMLA or workplace injury (workers' compensation) shall not be included in the list of problem absences.
2. The supervisor/manager will provide the Employee with written documentation that specifically outlines the employer's concerns and expectations. The Employee will be notified in writing of the timelines and the goals they are expected to achieve.
3. The Employee and the supervisor/manager will meet at least quarterly to discuss this issue until the Employee is removed from the sick leave reporting requirement.
4. Nothing herein shall preclude the District from taking disciplinary action for abuse of sick leave in accordance with existing MOU provisions in addition to following the procedures outlined above.
5. To ensure District-wide consistency in application, the General Manager or his/her designee will oversee the sick leave reporting requirement process.

SECTION 36. INDUSTRIAL ACCIDENT LEAVE

- A. Employees who are injured in the performance of assigned duties shall receive such medical examination, medical care, compensation and other benefits as awarded under Workers' Compensation laws of California. Employees who suffer an injury resulting from employment duties shall use the general procedures and receive benefits as set forth below. Complete injury reporting procedures are available in the District's Injury and Illness Prevention Program.

1. It shall be the mandatory duty of Employees to report to their supervisor any possible injury on the date of occurrence or as soon thereafter as their condition permits; failure to do so shall be considered cause for disciplinary action.
 2. Employee shall immediately notify their supervisor and shall immediately receive medical examination and/or emergency treatment as deemed appropriate by the General Manager.
 3. The Employee shall not be considered absent from duty during the time required for medical examination and/or emergency treatment; however, overtime pay shall not be paid for treatment extending beyond normal shift.
 4. If any Employee is injured on the job, the supervisor shall immediately notify the General Manager and/or the Human Resources Director and shall promptly provide such information as may be requested.
- B. During any period of disability for which payment is provided under Workers' Compensation insurance, the Employee may elect to receive sick leave with pay in an amount equal to the difference between any compensation benefits and full pay or the employee may elect to endorse the Workers' Compensation insurance benefits over to the District and receive a full paycheck from the District.

SECTION 37. LEAVES OF ABSENCE

- A. A regular Employee may be authorized a leave of absence with or without pay. Such a leave shall entitle the Employee to be absent from duty for a specified period of time and for a specified purpose, with the right to return as provided in the approved leave.
1. No additional sick or vacation accruals shall occur during an unpaid leave of absence.
- B. A request for a leave of absence with or without pay shall be made in writing. Such leave shall be subject to approval of the General Manager, and health insurance benefits shall be applied in accordance with the provisions of Section 32, Employee Benefits. A leave may be granted for a period not to exceed 90 days for the following purposes:
1. Illness beyond that covered by FMLA or Pregnancy Disability Leave. Medical provider certification form documentation may be required.
 2. Education or training which would benefit the District.
 3. Other personal reasons, approved by the General Manager, when, in his/her judgment, service or cost will not be adversely affected.
- C. Leave of absence with or without pay shall be granted to an Employee who is temporarily disabled due to pregnancy. With medical provider certification form documentation, the leave shall cover a reasonable time before, during, and after childbirth, based on her physical disability related to the pregnancy and/or childbirth.

- D. An Employee may be granted an extension of a leave of absence with or without pay for not more than 90 days. Such an extension shall be based on unusual and special circumstances and shall be subject to approval of the General Manager.
- E. An Employee may be granted a leave of absence without pay for a period not exceeding 30 calendar days upon the discretion of the General Manager. Such a short-term leave may be granted for any reason.
- F. A leave of absence may be revoked by the General Manager upon evidence that the cause for granting a leave was misrepresented or has ceased to exist.
- G. A probationary Employee may be granted a leave of absence without pay by the General Manager for a period not to exceed 90 days to cover an illness, injury, or other disability only. The probationary period shall be extended by the amount of such leave granted.
- H. Full time or part time employment by another employer during a leave of absence (including FMLA/CFRA or Pregnancy Disability Leave) is prohibited and shall result in termination.

SECTION 38. BEREAVEMENT LEAVE

- A. The General Manager may authorize bereavement leave with pay for a regular Employee when needed due to the death of his/her parent, spouse, natural or adopted child, step-child, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, or the death of any child or close relative who resided with the Employee at the time of death.
- B. Such absence for bereavement shall be limited to time which is required and shall not exceed 40 hours for any one death unless the death is that of a spouse or child, in which case the Employee may take an additional 40 hours of accrued time off.
- C. For a relative not listed in paragraph A above, an Employee, with supervisor and program manager approval, may take the necessary time off needed to attend the relative's funeral, up to a maximum of 40 hours. The Employee may use any accrued time off as pay for such time off.
- D. The General Manager or his/her designee may require documentation to approve such leave.

SECTION 39. JURY DUTY LEAVE

- A. Regular Employees who have been summoned or subsequently selected to serve on a jury in a court of law shall receive their regular rate of compensation for normal work hours and days or shifts during such absences. Should jury duty fall on a regularly scheduled day off, Employee will not be compensated by District for that time.

1. The check received from jury duty on a scheduled work day must be endorsed and forwarded to the District which will deduct the mileage compensation and return that amount.
- B. Employees on jury duty are required to:
1. Normally report to his/her work location when there are at least two (2) hours available for actual work time between his/her scheduled starting time and the time he/she is required to report to the court (exceptions require manager approval);
 2. Normally report back to his/her work location if he/she is released early and there are at least two (2) hours available for actual work time (not including travel time) (exceptions require manager approval);
 3. Obtain attendance slips from the court certifying actual dates of service. These slips are to be attached to the appropriate time sheets for verification of jury duty leave.
- C. Jury duty leave hours taken are not included as hours worked for the purpose of computing overtime.
- D. It is the Employee's obligation to notify his/her supervisor, in writing, as soon as he/she has been called for jury duty and the date for reporting. No Employee shall work additional hours over his/her regularly scheduled hours on a day on which he/she has jury service unless specifically authorized by the department manager.
1. Night shift employees in the Operations Department shall arrange scheduling with the department manager in order to (1) ensure adequate rest time between jury duty and regular work time and (2) ensure adequate staffing in the department.

SECTION 40. MILITARY ABSENCE

Employees shall be granted military leave pursuant to the federal Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty and reasonable travel time connected therewith. An Employee who does not return within the period of approved military leave shall not be granted any benefits and privileges which are required by state or federal law.

SECTION 41. ABSENCE WITHOUT LEAVE

Absence of an Employee during regular working hours for a portion of a day or more that is not authorized by a specific leave of absence under the provisions of this Memorandum shall be an absence without leave. Any such absence shall be without pay and may be the basis for disciplinary action. Any absence without leave for three consecutive days shall constitute cause for discharge. Such a discharge may be canceled if investigation by the General Manager shows that such cancellation is warranted.

SECTION 42. GRIEVANCE AND ARBITRATION PROCEDURE

This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Memorandum.

A. Definitions

1. A grievance is a complaint of one or a group of Employees or a dispute between the District and the Union, involving the interpretation, application, or enforcement of the express terms of the Memorandum.
2. As used in the procedure, the term "Program Manager" means the individual who directs the program in which an employee is assigned.
3. As used in the procedure, the term "working days" shall mean days on which the District office is open.

B. Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure but, with the written consent of all parties, the time limitation for any step may be extended.

C. Employee Rights

The Employee retains all rights conferred by Government Code section 3500, et.seq.

D. Informal Discussion

1. The grievance initially shall be discussed with the Program Manager. The Employee may be represented by the Union. Within two (2) working days, the Program Manager shall give a decision or response.
2. If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:
 - a. Five (5) working days after the event or circumstances occasioning the grievance; or
 - b. Within three (3) workdays of the decision rendered in the informal grievance procedure, whichever is later.
3. However, if the informal grievance procedure is not initiated within the period specified in subsection (a) above, the period in which to bring the grievance shall not be extended by subsection (b) above.

E. Formal Grievance

1. A formal grievance shall be initiated in writing on a form prescribed by mutual agreement of the District and the Union and shall be filed with the Program Manager as the first level of appeal. The Employee may be represented by the Union. A copy of the Grievance form is attached hereto as Exhibit C.
2. Within five (5) workdays after the initiation of the formal grievance, the Program Manager at the first level of appeal shall investigate the grievance and give a decision in writing to the grievant.

F. Appeal of Formal Grievance

1. If the grievant(s) are not satisfied with the decision rendered, they may appeal the decision in writing within five (5) workdays to the General Manager. The Employee may be represented by the Union or a designated representative.
2. The General Manager shall respond in writing within ten (10) workdays to the grievant. If the General Manager determines that it is desirable, he/she shall hold conferences or otherwise investigate the matter.

G. Binding Arbitration

If the General Manager fails to respond in writing as provided, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the General Manager within ten (10) workdays of receipt of his/her decision.

H. Selection of Arbitrator

1. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.
2. In the event the parties are unable to agree within the time stated, the arbitrator shall be selected by the American Arbitration Association.

I. Decision

1. The decision of the arbitrator shall be final and binding.
2. The arbitrator shall have no authority to add to, delete or alter any provisions of this Memorandum, but shall limit their decision to the application and interpretation of its provisions.

J. Costs

The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.

K. Witnesses

The District agrees that Employees shall not suffer loss of compensation for time spent as a witness at arbitration hearing held pursuant to this Memorandum. The Union agrees that the number of witnesses requested to attend, and their scheduling should be reasonable.

SECTION 43. MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Memorandum of Understanding, the District has the sole and exclusive right to exercise all authority, rights, or functions of management. It is agreed that all rights, powers, or authority vested in the District, except those specifically abridged, delegated, deleted, or modified by the express terms of this Memorandum of Understanding are retained by the District. The District expressly retains the complete and exclusive authority, right and power to manage its operations and to direct its employees except as the terms of this Memorandum of Understanding specifically limit such authority, rights, and powers. These retained authorities, rights, and powers include, but are not limited to, the right to hire, classify, promote, designate, discipline, evaluate, review, and discharge employees, schedule work as needed, determine levels of staffing, maintain order and efficiency, to supervise and direct Employees in the performance of their duties, to set standards to ensure proper and efficient use of the work force and equipment, to determine qualifications and abilities, and to establish and evaluate the merits, necessity, and/or organization of any service or activity currently offered or offered at any time hereafter by the District.

SECTION 44. ENTIRE AGREEMENT

This Memorandum of Understanding constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in this Memorandum of Understanding or not. It is agreed that the terms and conditions of the Memorandum of Understanding itself shall constitute the whole agreement between the parties thereto, and that the terms and conditions of this Memorandum of Understanding shall supersede all proposals, conversations, or oral or written agreements constituting any portion of the meet and confer process or any other discussion leading up to the Memorandum of Understanding. The parties agree that no agreement was reached on other matters discussed and that the District is not obligated to make any changes or take any action regarding them. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

SECTION 45. SEPARABILITY OF SECTIONS

If any section subsection, paragraph, sentence, clause or phrase of this Memorandum shall, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of this Memorandum, it being hereby expressly provided that this Memorandum and each section, subsection, paragraph, sentence, clause, or phrase hereof would have

been adopted irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases shall be declared invalid or unconstitutional.

SECTION 46. TERM OF AGREEMENT

The parties agree that this Agreement shall stay in full force and effect through June 19, 2024.

SECTION 47. NO STRIKE AGREEMENT

During the term of this Agreement, it is agreed that there shall be no strike by the Employees nor lockout by the employer.

Signature Page Follows

DATED: _____

SOUTH TAHOE PUBLIC UTILITY DISTRICT

Dave Peterson, President, Board of Directors

Paul Hughes, General Manager

Andrea Salazar, Chief Financial Officer

Liz Kauffman, Human Resources Director

ATTEST: _____
Melonie Guttry, Clerk of the Board

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39

Bart Florence, Business Manager

Jeff Gladioux, President

Brandy Johnson, Dir. of Public Employees

Laura LeSieur, ~~Business District~~ Representative

Richard Jones IV, Shop Steward

Jason Hudak, Shop Steward

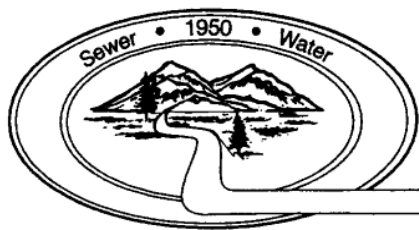
Cliff Bartlett, Shop Steward

Ross Cole, Shop Steward

Cole Baginski, Shop Steward

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 6e

TO: Board of Directors

FROM: Liz Kauffman, Human Resources Director

MEETING DATE: June 6, 2024

ITEM – PROJECT NAME: Management Memorandum of Understanding effective June 20, 2024

REQUESTED BOARD ACTION: Approve Management Memorandum of Understanding for the term of June 20, 2024, through June 27, 2029.

DISCUSSION: At the Board's direction, the negotiating team, consisting of Paul Hughes, Andrea Salazar, and Liz Kauffman, conducted negotiations meetings with the Management Representatives. The enclosed redline version of the Memorandum of Understanding reflects the agreed upon changes to the Management Contract for a five-year term.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Management Memorandum of Understanding dated June 20, 2024

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

MEMORANDUM OF UNDERSTANDING

June ~~2420, 2021-2024~~ – June

~~1927, 2024~~2029

SOUTH TAHOE PUBLIC UTILITY

And

MANAGEMENT STAFF OF THE

SOUTH TAHOE PUBLIC UTILITY DISTRICT

TABLE OF CONTENTS

<u>SECTION</u>	<u>TOPIC</u>	<u>PAGE</u>
1	Administration	1
2	Definitions	1
3	Employment	3
4	Employment of Relatives	3
5	Promotion/Probation	4
6	Physical Examinations	4
7	Assignments Requiring Motor Vehicles	5
8	Employee Training	6
9	Educational Assignments	6
10	Performance Evaluations	7
11	Hours of Work	7
12	Emergency Assignments	8
13	Salary Range Upon Appointment to a Class	8
14	Merit Increases in Salary Range	8
15	Overtime/Compensatory Time	8
16	Payment of Salary	10
17	Salary Adjustments	10
18	Assignments Requiring Travel	11
19	Holidays	11
20	Vacation Leave With Pay	12
21	Sick Leave With Pay	13
22	Workers' Compensation Insurance	15
23	Leaves of Absence	16
24	Family Death Leave	17
25	Jury Duty Leave	18
26	Military Absence	18
27	Health, Life and Pension Benefits	18
28	Code of Conduct	22
29	Disciplinary Procedure	24
30	Grievance Procedure	25
31	Layoff	28
32	District Rights	28
33	Entire Agreement	29
34	Separability of Sections	29
35	Term of Agreement	29
36	No Strike Agreement	29
Appendix A	Salary Schedule	

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU" or Memorandum of Understanding, is made and entered into by and between the SOUTH TAHOE PUBLIC UTILITY DISTRICT, hereinafter referred to as the "District", and THE MANAGEMENT STAFF OF SOUTH TAHOE PUBLIC UTILITY DISTRICT, hereinafter referred to as "management" or "Employee", and has as its purpose the promotion of harmonious labor relations between the District and Management, establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rate of pay and other conditions of employment.

Section 1. ADMINISTRATION

- A. The General Manager shall be responsible for the administration of, and has the authority to administer, this Memorandum of Understanding, except as specifically provided herein, and shall specify such administrative procedures, forms, records, reports and audits he/she deems necessary for proper administration of the Memorandum of Understanding. The General Manager may assign to other District employees such duties in connection with this MOU as he/she deems proper and expedient.
- B. It shall be the duty of the General Manager to keep, or cause to be kept, accurate records of the application of this Memorandum of Understanding.
- C. The District agrees to advise new Employees of the existence of this Memorandum of Understanding.

SECTION 2. DEFINITIONS

For the purpose of this Memorandum of Understanding, certain words and phrases are hereby defined as follows:

- A. **ALTERNATIVE WORK SCHEDULE**: Any schedule which involves a variation of the regular work schedule for a total of an average of 40 hours per week.
- B. **ANNUAL SALARY**: The amount of individual compensation for a full year of service, which is established specifically in Appendix A.
- C. **BOARD**: The elected Board of Directors of the South Tahoe Public Utility District.
- D. **CLASS**: Any position or group of positions within the same pay range as designated in Appendix A, attached hereto and made a part hereof.
- E. **CLASSIFIED EMPLOYEES**: All Employees filling positions within Management that are responsible to the General Manager rather than the Board of Directors. The Executive Services Manager (ESM) shall be designated a Classified Employee for purposes of this Memorandum of Understanding, with the understanding that the ESM is responsible to the General Manager and the Board of Directors.

- F. CONFIDENTIAL EMPLOYEES: The General Manager shall be considered a Confidential Employee and is excluded from this Memorandum of Understanding.
- G. CONTRACT YEAR: The Contract Year shall begin on the first pay period of each calendar year, and shall last twenty-six (26) pay periods.
- H. DAY: A calendar day.
- I. DEMOTION: A change in position to a position in a lower class.
- J. DISTRICT: The South Tahoe Public Utility District, a California public utility district.
- K. EMPLOYEE: A management Employee of the District subject to this Memorandum of Understanding.
- L. GENERAL MANAGER: The person having the lawful authority to appoint or to remove persons from positions in the District service, and to designate persons to perform those duties which legally may be delegated.
- M. HOURLY RATE: The amount of individual compensation for a full hour's service, which is computed by dividing annual salary by the number of working hours in a year. (It is hereby understood there are 2,080 working hours per year.)
- N. JOB DESCRIPTION: The job description for each Employee is attached hereto as "Enclosure" and made a part hereof. The General Manager or his/her designee and any affected Employees will meet and confer prior to any change in Job Description.
- O. PAID STATUS: Includes hours worked and time on paid leave (i.e., vacation, sick, comp time, jury duty).
- P. PROBATIONARY EMPLOYEES: Those persons employed for a classified position, who have not been in District service for a consecutive six-month period. All new Employees shall serve as Probationary Employees for the first six months of their employment. Completion of a satisfactory probation period is mandatory before becoming a permanent Employee. During this time, the Employee must demonstrate he/she can and will perform the duties of the position satisfactorily. It is the responsibility of the Employee's supervisor to give him/her proper orientation and training during this period. The supervisor is also to rate his/her performance, and if unsatisfactory, to dismiss him/her before the Employee is given a permanent position with the District.
- Q. PROMOTION: A change in position to a position in a higher class.
- R. RANGE: The minimum and maximum salary rates which may be paid to Employees within a Class, which is established specifically in Appendix A, attached hereto.
- S. REGULAR EMPLOYEES: Any Employees who have completed a probationary period and who occupy a permanent position, established in accordance with Appendix A.

- T. REGULAR WORK SCHEDULE: A work schedule consisting of eight hours per day, five days per week.
- U. TRANSFER: Movement to a position within the same class.
- V. UNION: Stationary Engineers Local 39, representing those employees of the District not covered by this MOU, not including the General Manager, and the Board, which are neither Union nor Management.
- W. WORK DAY: A regular business day from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- X. WORKWEEK: The seven consecutive day period beginning on Thursday at 12:00 midnight and ending on Wednesday at 11:59 p.m.

SECTION 3. EMPLOYMENT

- A. It is the policy of the District that its Employees shall be selected on the basis of education, experience, fitness, merit and efficiency. The District is an Equal Opportunity Employer. Job openings are to be anticipated and well publicized throughout the District so that qualified employees and others will have full opportunity to present applications for consideration. Employment shall be the responsibility of the General Manager, with the exception of the position of Executive Services Manager, employment of whom the General Manager shall make recommendations to the Board, upon which the Board shall make the final decision.
- B. Job openings shall be posted for a minimum of one week within the District facilities. At the General Manager's discretion, said posting may be prior to or concurrent with advertisement to the general public.

SECTION 4. EMPLOYMENT OF RELATIVES

- A. Relatives of present Employees may be hired by the District only if 1) the individuals concerned will not work in a direct supervisory relationship, and 2) the employment will not pose difficulties for supervision, security, safety, or morale. Relatives are defined as spouses, children, sisters, brothers, mothers, or fathers, and persons related by marriage.
- B. Present employees who marry, or who become related by marriage after December 25, 1996, will be permitted to continue employment with the District only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety or morale.
- C. If employees who marry, or who become related by marriage, do work in a direct supervisory relationship with one another, the District will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the District. The decision as to which employee will leave is left to the involved employees. If the involved employees refuse to decide which employee will leave the District, the District may determine

which employee will leave based upon the needs of the District, and considering seniority, training requirements and other pertinent factors.

SECTION 5. PROMOTION/PROBATION

The relative merit of applicants for appointment to, or promotion within, the classified service shall be determined by examination. Examinations will include consideration of any or all of the following factors: education, experience, knowledge, skills, special aptitude, general adaptability, personal characteristics, physical fitness, promotability, and such other qualifications as are considered necessary by the General Manager for the satisfactory performance of work in the classification being examined. Examinations may consist of written tests, performance tests, evaluation of qualifications, oral examinations, interviews, and assessments of the applications submitted.

If a selection interview board is appointed for the purpose of considering the merits of applicants, it will include a District management level employee and an individual outside the District experienced in the work area being considered, if available. Alternatively, the selection interview board may consist of one District employee in an area unrelated to the position being interviewed, who will be considered the "outside" panelist. Said selection interview board will make recommendations to the General Manager.

~~If a selection interview board is appointed for the purpose of considering the merits of applicants, it will include at least one District management level employee and an individual outside the District experienced in the work area being considered, except in the hiring of the Assistant General Manager or Chief Financial Officer, in which case the selection interview board may consist of no Management and more than one outside individual experienced in the work area being considered, at the General Manager's discretion. Said selection interview board will make recommendations to the General Manager, who will be allowed to participate in the actions of the selection interview board.~~

Any District Employee who is promoted to a higher-level position in the District shall serve a six-month probationary period in the new position. If such District employee fails to satisfactorily complete the probationary period in the new position, the District employee shall have the right to return to his/her previous position in which he/she held regular status.

Any Probationary Employee may be rejected at any time during the probationary period. Rejection during the probationary period shall result in termination of employment by the District, except in promotional situations, as set forth above.

SECTION 6. PHYSICAL EXAMINATIONS

Upon reasonable cause the General Manager may require any Employee to submit to a medical, physical, and/or psychological examination whenever there is a need to determine whether an Employee is still able to perform the essential functions of his or her job. The District shall be entitled to make inquiries or require medical or psychological examinations necessary to determine reasonable accommodation of a disabled Employee.

Said examination(s) shall be conducted by a physician designated by District and any cost for such examination(s), beyond that covered by health insurance, shall be paid by District. All Employees in positions for which the job description requires annual physical examinations shall be required to submit to physical examinations on an annual basis. Employees who, in the opinion of the designated

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physician, are physically, medically, or mentally incapable of meeting essential requirements of their position even with reasonable accommodation, are subject to transfer or reassignment. If, in the discretion of the General Manager, no reasonable accommodation can be made nor can transfer or reassignment to a position for which the Employee is physically, medically, and/or mentally qualified be

made, the Employee's services may be terminated for inability to perform the essential functions of the position.

Management Staff agrees to abide by the District's Drug-Free Workplace Policy as adopted by the Board of Directors.

SECTION 7. ASSIGNMENTS REQUIRING MOTOR VEHICLES

- A. District agrees to pay the established IRS rate per mile in effect during the term of this MOU for every mile traveled in Employee's personal vehicle on official District business. Mileage claims for reimbursement shall be made in writing on District-approved form, fully completed and executed.
- B. Employee agrees to carry a minimum liability policy of \$50,000 each claim, and \$100,000 per occurrence, with an insurance company approved by District. Proof of insurance shall be provided to District prior to Employee using his/her personal vehicle on District business, and upon reasonable request by District hereafter.
- C. Employees that are assigned District vehicles will comply with the District vehicle policy in effect.
- D. Employees shall use District vehicle(s) and/or claim compensation for mileage, in compliance with the District's Vehicle policy attached hereto as Appendix B and incorporated as if fully set forth herein.
- E. Employees shall be assigned duties requiring use of motor vehicles, in accordance with the motor vehicle code and other applicable laws.
- F. Seat belts which are furnished in District vehicles shall be properly used, and by this Memorandum of Understanding, every Employee is fully informed of this requirement. Employees using personal vehicles shall be required to always have and use seat belts when using such vehicles on District business in accordance with California laws. Failure to use seat belts shall be cause for disciplinary action as provided herein.
- G. All Employees who are required to drive as part of their job duties shall maintain a valid driver's license in accordance with their Job Description and shall maintain insurability at all times. If an employee is required to drive as part of his/her job duties, lack of insurability shall be cause of discipline.
- H. The following position is assigned a District vehicle and may use that vehicle for personal use:
 - a. ~~Assistant General Manager/Engineer~~ Director of Operations

The allowance will be calculated per the IRS Annual Lease Value method. All business mileage is required to be documented and the allowance will consist of the lease value of the vehicle plus personal mileage.

The following positions are assigned a District vehicle and may use their vehicle for minimal personal business that is conducted "en route" between job sites, or between a job site and their home.

1. Manager of Field Operations
2. Manager of Plant Operations
- ~~3. Water Reuse Operations Manager~~

The vehicle allowance method is dependent upon the IRS Commuting Rule test for a highly compensated employee. Should the Employee's annual salary exceed the amount specified by the IRS, the allowance will be calculated per the IRS Annual Lease Value method. All business mileage is required to be documented and the allowance will consist of the lease value of the vehicle plus personal mileage. For Employees who do not exceed the annual salary specified by the IRS, the allowance will be calculated per the IRS Commuting Rule. The allowance is determined by multiplying each one-way commute to/from home by \$1.50.

SECTION 8. EMPLOYEE TRAINING

It is the policy of the District to encourage and facilitate a program of training in the interests of Employee efficiency and as an aid to qualifying Employees for advancement. The General Manager may take any of the following steps to develop and facilitate training programs.

- A. When requested, counsel and advise Employees, provide information regarding possibilities of advancement in their field of work, and suggest any additional training of value.
- B. Develop and establish mandatory and voluntary training programs for Employees.
- C. Promote Employee training programs sponsored by educational institutions.
- D. Record the completion of training programs on the Employee service record.
- E. For mandatory training programs, compensation shall be the appropriate rate for the actual training time and actual travel time.

SECTION 9 EDUCATIONAL ASSIGNMENTS

Any Employee may participate in special educational and training programs.

- A. Such programs shall be limited to those directly related to the District which provide knowledge and ability that cannot reasonably be provided on the job.
- B. All programs conducted outside District facilities, or those programs requiring District payment for tuition, registration fees, transportation, or other costs, shall be approved in advance using District-approved forms, fully completed and executed.
- C. All special educational and training programs shall be recorded and/or reported in the manner prescribed by the General Manger.

- D. The District shall pay the full cost of all tuition, examinations, books, and certification, provided the Employee successfully completes the pre-approved program. The District will pay the state fee for approved certificates and/or renewals.
- E. The District will allow time off with pay for Employees to take certification exams which are within the Employee's field of work, and with prior approval by the General Manager. If the Employee does not pass the exam, he/she may take time off without pay for reexaminations.

SECTION 10. PERFORMANCE EVALUATIONS

Performance Evaluation reviews shall be rendered annually for all permanent Employees by their immediate supervisor, pursuant to the Performance Evaluation Program in effect. Probationary Employees shall receive a performance evaluation review prior to the conclusion of the probationary period and may receive several such reviews during the probationary period. Evaluations shall be approved by Employee's immediate supervisor and each succeeding supervisor up to the General Manager.

If an Employee is dissatisfied with his/her performance evaluation, he/she may appeal to the General Manager, who shall make the final decision regarding the performance evaluation. Any appeal to the General Manager shall be made in writing no later than five (5) working days after the performance evaluation has been approved and shall contain the basis for the appeal and specific facts supporting the appeal.

If an Employee is dissatisfied after the appeal, he/she may add comments to the Performance Evaluation, which will be made a part of the Employee's personnel file.

SECTION 11. HOURS OF WORK

The General Manager shall determine the hours of work for each Employee in accordance with the needs of the Department.

During the term of this Memorandum of Understanding, upon the written request of either party, the District and Employees shall meet and confer in good faith over reasonable proposals concerning the establishment of alternative work schedules (i.e., 4/10, 9/80) for administrative employees (Administration, Engineering, Customer Service, Finance, Information Systems) by class or department. A proposed alternative work schedule shall be subject to meet and confer under this provision, only if the proposed schedule would result in no additional cost to the District and would allow for the provision of service at existing or improved levels. After meeting and conferring in good faith, the District shall not be obligated to implement any proposed alternative work schedule in whole or in part, and such decision by the District shall not be appealable or subject to the grievance procedure. Any such alternative work schedule shall include a written agreement by both parties as to the terms and conditions of implementing the same. Such a written agreement shall be made a part of this Memorandum of Understanding.

Remote work may be available on a voluntary basis with the approval of the department manager. Each manager will handle remote work schedule requests in accordance with the Remote Work Policy. Prior to participation, a

| Remote Work Safety Checklist and Self- Certification form and a Remote Work Agreement shall be completed.

SECTION 12. EMERGENCY ASSIGNMENTS

Whenever it is necessary for the protection of public health, safety, or welfare, Employees may be required to perform emergency work during off duty hours, and will be paid for such services, in addition to their regular salary, as provided in this Memorandum of Understanding.

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SECTION 13. SALARY RANGE UPON APPOINTMENT TO A CLASS

- A. **New Employee:** Except as otherwise provided herein, any person appointed to a Class shall receive the minimum salary rate within such Class and shall accrue other benefits as a new Employee.
- B. **Demotion:** In cases of voluntary Demotion, the Employee shall receive the equivalent level of Annual Salary in the lower Range as they received in the higher Range. In all cases of Demotion for cause, the salary placement shall be determined as a part of the disciplinary action.

Employees may, at the discretion of the General Manager, demote into prior positions held in the District.

- C. **Return Following Leave Without Pay:** Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits, other than employment status, shall be based on actual service. This provision shall not apply to Employees returning from military leave.
- D. **Appointment of Exceptional Applicant:** The General Manger may approve a salary above the established entry level Annual Salary for the Class in order to recruit an individual who has demonstrated superior knowledge and ability in the hiring process and whose combined education and experience represents substantially better preparation for the duties of the Class than required by the minimum employment standards.

SECTION 14. MERIT INCREASES IN SALARY RANGE

Increases in Annual Salary above the established entry level Annual Salary shall not be automatic, but shall be based on performance and length of service, and shall be granted to eligible Employees at the discretion of the General Manager. New employees shall receive a merit increase, based upon performance, at the end of their six (6) month probationary period. Thereafter, merit increases shall be granted annually after the date of successful completion of the probationary period, based upon satisfactory performance.

SECTION 15. OVERTIME/COMPENSATORY TIME

The parties agree to meet and confer whenever the scope of responsibility for an exempt or non-exempt employee changes, which may result in a change of exempt or non-exempt status.

1. Exempt Employees

- A. Employees shall accrue compensatory time for hours worked exceeding 80 hours per pay period, on an hour for hour basis.
- B. Accrued compensatory time can be taken off at a later date with supervisor approval. There shall be no limit to the number of compensatory hours accrued during the year.
- C. On the second pay day of the calendar year, using balances as of the last day of the preceding pay period, or upon separation from employment, any remaining accrued compensatory time shall be paid at the appropriate straight time rate, up to an annual limit of 40 hours. At employee's request, up to forty (40) hours of Compensatory time may be carried forward to the next contract year. Compensatory time payout will be paid as a separate check from regular biweekly paychecks.
- D. Employees shall not receive compensatory time pay or accrual for attending voluntary schooling or conferences, without prior approval of the General Manager. If attendance is mandatory and hours exceed 40 hours worked in a Workweek, the Employee shall be compensated at the appropriate rate as set forth herein. If specific projects necessitate work exceeding 80 hours per pay period, the Employee(s) affected may petition the General Manager to declare such projects exempt from the above compensatory time limits. In order to qualify for exemption, projects shall be of a nature whereby delay or nonperformance would negatively impact the District. Examples of projects that shall be exempt are: labor strikes, emergencies, major litigation support, high priority project design, as defined by District staff and approved by the General Manager, construction projects where the contractor's schedule may dictate District Employee work hours, or any project deemed exempt by the General Manager. The General Manager's decisions regarding exemptions shall be final.
- E. Irrespective of any exemptions, total accrued compensatory time paid shall not exceed an annual limit of 240 hours.

2. Non-Exempt Employees

- A. Overtime pay shall be 1-1/2 times the Employee's Hourly Rate of pay for all hours worked in excess of forty (40) hours per Workweek. For purposes of computing overtime pay, hours worked shall include seminar hours and jury duty hours, and holiday hours, vacation days, and sick days.
- B. In lieu of receiving overtime pay for hours worked in excess of 40 hours per workweek, Employees may accrue compensatory time, earned at time and one-half (1-1/2). Compensatory time will be accrued at the rate of 1-1/2 times the Employee's Hourly Rate of pay. Employees may accrue up to a total of ~~120-180~~ hours of compensatory time at any one point during the contract term. Whenever accrued compensatory time exceeds ~~120-180~~ hours, it shall be automatically paid during the pay period in which the ~~120-180~~ hours is exceeded. On the second pay day of the calendar year, using balances as of the last day of the preceding pay period, Employees shall be paid for their accrued compensatory time balance in excess of 40 hours at their then current Hourly Rate. Use of compensatory time off shall be by prior scheduling with and approval by each Employee's immediate supervisor. Upon separation from employment, Employees shall be paid for their accrued compensatory time balance at their then current Hourly Rate.
- C. Employees may earn overtime pay or the equivalent accrual of compensatory time subject to the approval of their immediate supervisor.

- D. Employees shall not receive overtime pay for attending voluntary schooling or conferences, without prior approval of the General Manager. If attendance is mandatory and hours exceed 40 hours worked in a Workweek, the Employee shall be compensated at the appropriate rate as set forth herein.

SECTION 16. PAYMENT OF SALARY

- A. The pay period for all Employees shall be based on a biweekly period.
- B. Salaries shall be computed in accordance with the following provisions:
 - a. The regular salary for each Employee shall be based on the actual number of days or hours worked in the period, including authorized absences with pay, multiplied by the Employee's Hourly Rate.
 - b. Special payments shall be calculated in accordance with the pertinent provisions of this Memorandum of Understanding.
- C. Salaries shall be paid to all Employees in accordance with the following schedule:
 - a. Salaries for each pay period shall be paid not later than the 5th work day of the following week, except that if the 5th work day of the following week falls on a non-work day, but is preceded by a work day, the salaries provided for herein shall be paid on the 4th work day of said week; and except that if the 5th work day of the following week falls on a non-work day, and is preceded by a non-work day, the salaries provided for herein shall be paid on the first following work day of said week.

The compensation provided in this MOU shall be payment in full for all services rendered in a District position and no Employee shall accept any other compensation for services performed in such position.

SECTION 17. SALARY ADJUSTMENTS

~~Effective June 24, 2021 Employees shall receive a Cost of Living Adjustment of two and one half percent (2.5%). Effective June 23, 2022 and June 22, 2023 Employees shall receive a Cost of Living Adjustment of two and one half percent (2.5%) each respective year.~~

~~Effective June 20, 2024, Employees shall receive a Cost-of-Living Adjustment based on the April-April average of the San Francisco-Oakland-Hayward and U.S. Cities Average CPI-W with a minimum of 2.5% and a maximum of 4.5%.~~

~~Effective the last pay period in June of 2025 2026, 2027 and 2028, Employees shall receive a Cost-of-Living Adjustment based on the April- April average of the San Francisco-Oakland-Hayward- and U.S.A Cities Average CPI-W with a minimum of 2.5% and a maximum of 4.5%.~~

~~Between July 1, 2023 and June 20, 2024, a Total Compensation Study will be performed for implementation June 20, 2024, with full involvement by a labor management committee.~~

~~Implementation of Compensation Study is to be negotiated upon its completion.~~

A. Survey Adjustments

~~The parties shall meet and confer over implementation of the 2024 Total Compensation Report (Study), immediately when finalized by the consultant.~~

A.

- ~~1. Prior to June 24, 2021, the District will update the Compensation Study salaries using the same agencies and same comparable positions used in the 2019 Final Compensation Report dated April 2, 2019. This will be identified as the 2021 Study.~~
- ~~2. Positions found to be over market by 2.5% or greater as identified in the 2021 Study will be frozen as of June 24, 2021, until they are found to be equivalent to, or less than the Labor Market Median (assessed annually). Once this condition is met, such positions shall resume negotiated Cost of Living increases. Positions found to be over market by less than 2.5% shall receive a Cost of Living increase of the difference between 2.5% and the over market amount. Such positions will be surveyed annually and once found to be equivalent or less than the Labor Market Median, such positions will resume negotiated Cost of Living Adjustments.~~

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The salaries for the Classifications in this bargaining unit are in Appendix A.

- A. Salary Ranges Salary ranges shall be established for each position, as indicated in Appendix A, with six (6) steps, 5% between each step, calculated downward from the maximum class salary as the top step.
- B. Reclassification and Pay Equity Process Whenever the scope, responsibility, or assigned job duties for any Management position substantially change, a request for salary range adjustment, with all supporting documentation, may be presented to the General Manager. All decisions shall be documented by stating the reason(s) for approval or denial. Decisions by the General Manager shall be final.

If the General Manager or his/her designee wish to change the salary range of a Management position, it shall be done on a meet and confer basis with the Management group, pursuant to the above process.

SECTION 18. ASSIGNMENTS REQUIRING TRAVEL

Whenever Employees are ordered or authorized to travel in the performance of their duties, they shall be compensated for the necessary travel expenses, at actual cost, including transportation, lodging, and meals in accordance with District policy. To the extent transportation includes use of the Employee's vehicle, transportation cost will be reimbursed in accordance with Section 7 hereinabove.

SECTION 19. HOLIDAYS

- A. All Regular Employees of the District shall be entitled to the following holidays with pay:

January 1	The first Monday of September
Martin Luther King Jr. Day	Thanksgiving Day
The third Monday of February	The Friday following Thanksgiving
The last Monday of May	December 25
<u>Juneteenth (June 19)</u>	
July 4	

Three (3) eight-hour floating holidays to be taken on a date selected by the Employee and approved by his/her supervisor.
The above 24 hours of floating holiday shall be accrued on the first payday in January.
- B. When January 1, July 4, or December 25 fall on a Sunday, Regular Employees shall be entitled to the Monday following as a holiday with pay and when said dates fall on a Saturday, Regular Employees shall be entitled to the preceding Friday as a holiday with pay.
- C. To receive holiday pay, Employee must be on a paid status the work day preceding and following the holiday.
- D. Accruing holiday when the holiday is not worked will not be allowed. This does not apply to the 24 hours of floating accrued holidays or if a manager actually works a holiday and

accrues holiday time. In these instances, holiday accruals will be allowed and may be used at a later date. Any accrued holiday on the books as of the last day of the last pay period of the calendar year, will be paid out.

SECTION 20. VACATION LEAVE WITH PAY

- A. Vacation with pay shall be earned by Regular Employees based on the equivalent of full-time service from the date of appointment.
1. Vacation credit shall accrue to the Employee on the first day of the pay period following the pay period in which it is earned.
 2. All employees who have less than three (3) years of service shall accrue vacation on the basis of 6-2/3 hours for each full month of service.
 3. All Employees who have more than three but less than ten (10) years of service shall accrue vacation on the basis of ten (10) hours for each full month of service.
 4. All Employees who have more than ten (10) years of service shall accrue vacation on the basis of 13-1/3 hours for each full month of service.
 5. All Employees who have more than fifteen (15) years of service shall accrue vacation on the basis of fourteen (14) hours for each full month of service.
 6. All Employees who have more than twenty (20) years of service shall accrue vacation on the basis of fourteen and two-thirds (14-2/3) hours for each full month of service.
 7. Vacation may be accumulated to a maximum calendar year-end accrual of three hundred twenty (320) hours. Employees with more than three hundred twenty (320) hours accrued at the end of the first pay period of the calendar year, will not accrue additional vacation hours until their accrued vacation hours are reduced to three hundred twenty (320) hours or less. Vacation may be bought back on a one-time per year basis to be paid on the first pay period in December, in an amount not to exceed 50% of annual accrual.
 8. Employees on leave due to a work-related injury who utilize accrued leave time, to receive the equivalent of a full paycheck (accrued leave plus workers' compensation payments) shall accrue vacation hours at full accrual rate. Employees placed on unpaid suspension shall not accrue vacation leave during the period of their suspension.
 9. Vacation longer than two days shall be scheduled a minimum of two (2) weeks in advance, and a maximum of twelve (12) months in advance.
- B. All Employees who have more than six (6) months of service shall be eligible to use accrued vacation.
- C. The General Manager shall determine the period when accrued vacation time may be taken by each Employee, consistent with the requirements of the Department. In the event an Employee

is prevented from taking a scheduled vacation, the General Manager may waive the maximum accrual limitations stated herein.

- D. After six months of service, Employees who separate or are terminated from District service or who take military leave in excess of 180 days shall be paid the monetary value of their accrued vacation.

SECTION 21. SICK LEAVE WITH PAY

- A. Sick leave with pay shall be earned by Regular Employees based on the equivalent of full-time service from the date of appointment.
 - 1. Sick leave will accrue to the Employee on the first day of the pay period following that in which it is earned.
 - 2. Sick leave shall accrue on the basis of eight (8) hours per full month of service and may be accumulated without limit.
 - 3. Employees placed on unpaid suspension shall not accrue sick leave during the period of their suspension.
 - 4. Employees on leave due to a work-related injury who utilize accrued leave time, to receive the equivalent of a full paycheck (accrued leave plus workers' compensation payments) shall accrue sick hours at full accrual rate.
- B. Regular Employees may use sick leave for the purpose specified in this section:
 - 1. Absence from duty because of exposure to a contagious disease or when incapacitated from performing their duties because of personal illness, injury or dental work.
 - 2. Absence from duty for examination or treatment by a dentist, medical doctor or physician with prior notification to General Manager or his/her designee.
 - 3. Absence from duty for attendance upon their spouse or for attendance on a close relative or Registered Domestic Partner because of illness or injury which incapacitates such family member and definitely requires personal care. Such absence shall be limited by the appointing authority to the time reasonably required to make other arrangements for such care. A close relative includes legal spouse, putative spouse, Registered Domestic Partner, children (natural and adopted), parents, grandparents, grandchildren, sisters and brothers, aunts and uncles.
 - 4. Absence from duty to transport a spouse, Registered Domestic Partner, child, or close relative as defined above, residing with the Employee, to and from a local hospital for medical treatment or operation, including childbirth.

5. Absence from duty to be in attendance, at any location, during serious medical treatment or operation, including childbirth, performed upon his/her spouse, Registered Domestic Partner, child, or close relative as defined above.
6. Continuing employees who have 1,040 hours of accrued sick leave may accept payment for the excess over 1,040 hours on the first payday of December each year. They may elect to continue the accrual of sick leave beyond the 1,040 hours if they do not want payment for the excess over 1,040 hours.
7. Upon termination, a Regular Employee shall receive a cash payment equal to ten percent (10%) of accrued unused sick leave for each full year of employment, up to a maximum of 1,040 hours, times their regular Hourly Rate. Refer to Section 27.I (retirement Health Savings Plan) for required provisions of accrued sick leave payout. This paragraph shall not apply to employees hired on or after January 1, 2013.
8. Upon death of an Employee, the beneficiary shall be paid accumulated sick leave to a maximum of 1,040 hours. This shall not apply to beneficiaries of Employees hired on or after January 1, 2013.

~~9. For Employees hired on or after January 1, 2013 the District's PEPRA CalPERS contract includes up to six (6) months of sick leave conversion to service credit upon termination. Employees may convert unused accumulated sick leave at time of retirement to CalPERS service credit. To be eligible for this contract feature, the member's retirement date must be within 120 days from the date of separation from the District. Vesting of 10% per full year of employment will be applied to the sick leave balance as of the termination date. The vested sick leave balance is the amount that will be reported to CalPERS. The District will comply will all laws pertaining to the conversion of unused sick leave.~~

9.

- C. In order to receive payment for sick leave, Employee shall notify his/her immediate supervisor or the General Manager in a timely manner.
- D. The General Manager may require the Employee to provide adequate evidence to substantiate the necessity for use of sick leave with pay.
- E. Following any absence for serious illness, injury, or exposure to contagious disease, whether or not sick leave was used, the General Manager may require a statement by a medical doctor that the Employee is fit to return to duty.
- F. During any period of disability for which payment is provided under State Disability Insurance, the Employee may elect to coordinate SDI/PFL benefits (See coordination language below) or receive the sick leave with pay in an amount equal to the difference between the disability benefit and full pay (see examples below). SDI/PFL Coordination consists of combining SDI/PFL benefits, and District pay using available leave accruals. Employees eligible for SDI/PFL benefits shall use their available sick leave accrual when supplementing SDI/PFL benefits up to 100% of District regular gross wages to at least cover taxable benefits. ~~After Employee has used all available sick leave accrual, other available accrual types may be used.~~

The District will utilize the Employee's SDI/PFL benefit payment advice as the basis for coordination of

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gross wages. Should any combined payment of District gross wages and SDI/PFL benefit exceed

Employee's regular gross wages (overpayment), Employee will be required to remit payment to the District to buy back leave hours equal to the overpayment (see buy back provision below).

Examples:

1. Employees use minimal hours to cover deductions that results in less than 40 hours per pay period. After audit of combined wage/benefit payment to ensure gross wages have not been exceeded, Employee retains benefit received from SDI/PFL. Note: In this case, sick and vacation accruals, and holiday pay or holiday accrual will be pro-rated per Section 27.A.2.
2. Employee uses 40 hours per pay period. After audit of combined wage/benefit payments, Employee is required to remit payment to the District for any amount over 100% of gross wages and sick leave as well as vacation leave (if used), will be credited proportionately.
3. Employees use 80 hours per pay period. Since this scenario results in combined payments over 100% of gross wages, Employee remits the amount of SDI/PFL benefits to the District and sick leave (as well as vacation leave if desired) will be credited proportionately.

Buy back of leave hours may be calculated proportionately between sick and vacation accrued leave used during the period of disability. Proportion shall be calculated using sick and vacation leave balances on the first day of disability. An Employee may elect to buy back only sick leave but may not elect to buy back solely vacation leave. In no instance will vacation leave be credited in an amount exceeding the total vacation paid throughout the period of disability.

SECTION 22. WORKERS' COMPENSATION INSURANCE

- A. Employees who are injured in the performance of assigned duties shall receive such medical examination, medical care, compensation, and other benefits as awarded under workers' compensation laws of California.
- B. It shall be the mandatory duty of Employees to report to their supervisor any possible injury on the date of occurrence or as soon thereafter as their condition permits; failure to do so shall be considered cause for disciplinary action.
- C. If any Employee is injured on the job, the General Manager and/or the Human Resources Director shall be notified immediately of such information as may be available and shall immediately receive medical examination and/or emergency treatment. The Employee shall not be considered absent from duty during the time required for medical examination and/or emergency treatment; however, compensatory time shall not be paid for treatment extending beyond normal shift.
- D. During any period of disability for which payment is provided under the workers' compensation insurance, the Employee may elect to receive sick leave with pay in the amount equal to the difference between any compensation benefits and full pay. Employees on Workers' Compensation leave will receive full accruals.

SECTION 23. LEAVES OF ABSENCE

- A. A Regular Employee may be authorized to take a leave of absence with or without pay, with health insurance benefits applied in accordance with the provisions of Section 27.A.2. Health, Life, and Pension Benefits. Such a leave shall entitle the Employee to be absent from duty for a specified period of time and for a specified purpose with the right to return as provided in the approved leave.
 - 1. No additional sick or vacation accruals shall occur during an unpaid leave of absence.
 - 2. Except for absences covered by the FMLA/CFRA Policy or California's Pregnancy Disability Leave law, where use of accrued leave is optional, no employee shall be granted a leave of absence without pay until he or she has used all accrued sick leave, vacation leave or compensatory time off.
- B. An Employee may be granted a leave of absence with or without pay for a period not exceeding five work days, at the discretion of the General Manager or his/her designee. Such a short-term leave may be granted for any reason.

A request for an extended leave of absence with or without pay, for a period exceeding five work days shall be made in writing. Such leave shall be subject to approval of the General Manager. A leave may be granted for a period not to exceed 90 days for the following purposes:

- 1. Illness beyond that covered by FMLA, or Pregnancy Disability Leave (medical provider certification form will be required).
 - 2. Education or training which would benefit the District.
 - 3. Other personal reasons, approved by the General Manager, when, in his/her judgment the District will not be adversely affected.
- C. Leave of absence with or without pay shall be granted to an Employee who is temporarily disabled due to pregnancy. With medical provider certification, the leave shall cover a reasonable time before, during and after childbirth based on her physical disability related to the pregnancy and/or childbirth.
 - D. An Employee may be granted an extension of a leave of absence with or without pay for not more than 90 days. Such an extension shall be based on unusual and special circumstances and shall be subject to approval of the General Manager.
 - E. A leave of absence may be revoked by the General Manager upon evidence that the cause for granting a leave was misrepresented or has ceased to exist.
 - F. A Probationary Employee may be granted a leave of absence with or without pay by the General Manager for a period not to exceed 90 days to cover an illness, injury or other disability only. The probationary period shall be extended by the amount of such leave granted.

G. Employment by another employer or self-employment during a leave of absence (including FMLA/CFRA or Pregnancy Disability Leave) is prohibited and shall result in termination, unless otherwise agreed upon in writing between the District and Employee.

H. Leave of Absence Guidelines – Terminal Illness

- a. The District will authorize an extended leave of absence to an Employee under the following conditions:
 1. Must be diagnosed with a terminal illness; and
 2. Must be unable to obtain private health insurance after separation from service, due to their terminal illness diagnosis; and
 3. Must state that they will not ever return to work.
- b. During such leave of absence, the Employee will first be required to use accrued sick leave, then all other accrued leave types at full pay (80 hours per pay period), until the earliest of:
 1. The date the accrued leave is exhausted;
 2. The date the employee becomes eligible for Medicare;
 3. Maximum leave duration of 12 months;
- c. The Employee must provide the District with the dates of the beginning of the leave of absence, which must be accompanied by physician's documentation stating the diagnosis of a terminal illness.
- d. The Employee must also provide the District with a statement that they do not intend to return to work.
 1. The initial "retirement date" will be the first day of the leave of absence.
 2. The "final retirement date" will be determined by calculating the accrued leave balances available at the beginning of the leave of absence and subtracting 80 hours per pay period until that beginning accrued leave balance is exhausted.
 3. Any leave accrued during the leave of absence will then be paid out at the Final Retirement Date.
- e. Employees extended a leave of absence under these guidelines will not be eligible for the Voluntary Leave Donation Program at any time subsequent to being granted this leave of absence for terminal illness.

SECTION 24. FAMILY DEATH LEAVE

- A. The General Manager may authorize family death leave with pay for a Regular Employee when needed due to the death of his/her legal spouse, putative spouse, parent, child (natural or adopted), stepchild, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, or the death of any child or close relative who resided with the Employee at the time of death.
- B. Such absence for family death shall be limited to time which is definitely required and shall not exceed 40 hours for any one death unless the death is that of a spouse or child, in which case

the Employee may take an additional 40 hours of vacation, sick, or other accrued leave, at the discretion of the General Manager. The General Manager may require documentation to approve such family death leave.

SECTION 25. JURY DUTY LEAVE

- A. Regular Employees with the District who have been summoned or subsequently selected to serve on a jury in a court of law shall receive their regular rate of compensation for normal work hours and days or shifts during such absences. Should jury duty fall on a regularly scheduled day off, Employee will not be compensated by District for that time.

The check received from jury duty on a scheduled work day must be endorsed and forwarded to the District, which will deduct the mileage compensation and return that amount.

- B. Employees on jury duty are required to:
1. Report to his/her work location when there are at least two (2) hours available for actual work time between his/her scheduled starting time and the time he/she is required to report to the court (exceptions require the immediate supervisor's approval);
 2. Report back to his/her work location if he/she is released early and there are at least two (2) hours available for actual work time (not including travel time). Exceptions require the immediate supervisor's approval;
 3. Obtaining attendance slips from the court certifying actual dates of service may be required, at the discretion of the General Manager, for verification of jury duty leave.
- C. It is the Employee's obligation to notify his/her supervisor, in writing, as soon as he/she has been called for jury duty and the date for reporting.

SECTION 26. MILITARY ABSENCE

- A. Specific calendar period of military leave shall be established for Employees who are granted leave pursuant to the Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty and reasonable travel time connected therewith. An Employee who does not return within the period of approved military leave shall not be granted any benefits and privileges which are required by the Military and Veterans Code.
- B. This section is intended to set forth those mandatory provisions of the Military and Veterans Code which are most frequently applicable to District Employees who enter the military service.

SECTION 27. HEALTH, LIFE AND PENSION BENEFITS

The District will provide medical, dental, vision, life insurance, retirement health savings, and long-term disability benefits to all eligible Employees and their eligible dependents including Registered Domestic Partners, in accordance with the following terms and provisions.

A. Eligibility

1. Regular Full-time Employees who work (or receive paid leave for) a minimum of 80 hours per month will receive full accrual/pay for holiday, sick leave, vacation, and compensatory time, and are eligible for full participation in the District's health insurance benefits programs and pension plan.
2. Regular Full-time Employees who work (or received paid leave for) less than 40 hours per pay period due to medical leave or layoff will receive proportional accrual/pay for holiday, sick leave, and vacation time. At such time that a Regular Full-time Employee works, or receives paid leave for less than 80 hours per month, health insurance benefits will be continued for a period of three months (beginning on the first of the month following the first month of reduced hour status).
3. Regular Full-time Employees who are on unpaid leave of absence will receive no accrual/pay for holiday, sick leave, or vacation leave. Health insurance benefits will be continued for a period of three months beginning on the first of the month following the first month of unpaid leave status.
4. Each Eligible Employee as defined above, their eligible dependents or their Registered Domestic Partner as defined by California state laws, shall be provided with hospitalization, prescription drug, and medical insurance through the ACWA pooled program effective January 1, 2013, and dental insurance coverage in conjunction with the District's self-insured plan.

B. Health Insurance Benefits

First and foremost, the District and the Management Group desire Employees and their families to maintain good health by encouraging personal responsibility, while utilizing insurance resources efficiently. Employees are encouraged to carefully read and refer to the Plan Document for the details of all the benefits listed in this section.

1. Employees shall be covered by the ACWA-JPIA Prudent Buyer Classic Plan or the ACWA-JPIA Consumer Driven Health Plan for medical and prescription coverage, with the District fully funding the premium for the employee and their dependent(s).
 - a. If an employee elects to participate in the ACWA-JPIA Consumer Driven Health Plan, the District will contribute to a Health Savings Account (HSA) the following amounts, at the beginning of each calendar year: Single - ~~\$1,300~~1,400; Employee plus One - ~~\$2,600~~2,800; and Family - ~~\$2,400~~2,600. Such funds in the HSA will be considered Employee monies to be used for medical expenses on a tax free basis.
2. Dental Insurance Employees and their eligible dependents are encouraged to obtain their routine dental exams and cleanings twice per year.

3. The District will contract out to a third party matters pertaining to dental claims determinations, including the filing of claims and review of claim denials, except that the District may be consulted on matters involving potential exceptions to dental plan exclusions or review of claim denial appeals. Information pertaining to medical condition and treatment will not be disclosed to any District employee, except when agreed to by the employee or necessary in connection with a determination of potential exceptions to dental plan exclusions or claim denial appeals.
4. When requested by an Employee, the Human Resources Director will provide Claims assistance for an Employee, upon written authorization for same. Such claims assistance may include verifying accuracy of claims processing, verification for amount(s) owed by Employee to provider, and clarification of benefits under the applicable Plan Document(s).
5. Except for the District's obligation to provide health and welfare insurance coverage in a manner consistent with this section, matters pertaining to the health and welfare plan, including but not limited to eligibility determinations and the denial or processing of claims, are not subject to the grievance procedure under this Memorandum.

C. Ancillary Benefits

1. Vision care, which includes coverage for exams, glasses and/or contacts, will be provided for the Employee and their dependent(s) through the most cost-effective program available to the District (ACWA's pooled participation in Vision Service Plan, Inc., as of the date of this MOU).
2. Life insurance will be provided in the amount of one-times annual earnings to a maximum of \$200,000 for the Employee, with an additional benefit of \$5,000 for spouses and \$2,500 for dependent children.
3. Short-Term/Long-Term Disability (STD/LTD) Benefits will be provided to Employees. If level of benefits becomes unavailable in the insurance industry, the District will provide the most equivalent, cost-effective plan available, subject to the meet and confer process.

- D. In the event of accident or illness, of any Employee with ninety (90) days or more of employment, the District will continue the monthly payments for all benefits for the Employee and his/her dependents for a period of three (3) months.

E. Pension Benefits

E-1 For Employees hired before January 1, 2013, the District agrees to maintain the contract between California Public Employees' Retirement System (CalPERS) and the SouthTahoe Public Utility District for the Miscellaneous Plan 2.7% at Age Fifty-five (2.7% @ 55)

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Supplemental Formula, Zero Percent (0%) Prior Service effective July 1, 2007, and that the District agrees to remit to CalPERS the entire required contribution for each eligible employee.

a. The District shall pay the first ten percent (10%) of the required contribution. All required CalPERS contributions exceeding ten percent (10%) shall be split evenly between the District and the employees so that the District pays one-half of the cost exceeding ten percent (10%), and the employees pay the remaining one-half of the cost exceeding ten percent (10%) via payroll deduction (pre-tax), up to maximum of 8% paid for by Employees.

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b. Should the CalPERS required contribution drop below ten percent (10%), Employees shall be paid a bonus of one-half of the percentage below ten percent (10%). Such bonus shall be paid at the end of the fiscal year, or if an employee terminates before the end of the fiscal year, the bonus shall be prorated based on the number of days employed by the District during the fiscal year. Should the employees' actual contribution ever increase more than 5% the District and the Management Staff agree to meet and confer.

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2. Effective January 1, 2013, new Employees who are not identified as Classic Members by CalPERS. will be under the CalPERS plan allowed by AB 340, Public Employees' Pension Reform Act. New members to CalPERS, as defined by law, will be at the 2% @ 62 formula, and be subject to the new cost sharing formula as defined by CalPERS. The District will comply with all laws pertaining to this new pension reform.

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Commented [JR2]: I have reached out to Greg so we can confirm that the indexing I added is correct. Waiting to hear back.

F. Flexible Benefits Plan The District shall continue to provide the voluntary flexible benefits program in effect as of December 25, 1996. District will allow additional payroll deductions for a flexible benefits program and for other ancillary employee paid insurance programs. Costs for administration of all aspects of the flexible benefits program shall be equally shared by the Participants and the District.

Participants in the ACWA-JPIA Consumer Driven Health Plan, who receive the District's Health Savings Account contribution as defined above, are not eligible to participate in the IRS Section 125 Flexible Benefits Program for Medical Reimbursement. They may participate for Dependent Care expense reimbursement.

G. Deferred Compensation Plan District shall continue to provide the voluntary Deferred Compensation program in effect as of the date of this Memorandum of Understanding. District will allow payroll deductions for such Deferred Compensation program in accordance with applicable law. The Deferred Compensation Plan will allow participant loans from individual accounts, with a loan maturity date consistent with the Deferred Compensation Plan provider's loan procedures. The current Deferred Compensation Plan provider, for example, allows mortgage loans for a period not to exceed fifteen years.

H. Retirement Health Savings Account Effective June 21, 2012, the District will contribute 1.5% of base salary per month per Employee into a Retirement Health Savings Plan (RHSP). Effective June 29, 2017, and each subsequent year thereafter, the District's RHSP contribution will increase by the January percent increase of the premium for the ACWA-JPIA Prudent Buyer Classic Plan.

Upon termination, a Regular Employee shall receive credit equal to ten percent (10%) of accrued unused sick leave for each full year of employment, up to a maximum of 1,040 hours, times their regular Hourly

Rate. Twenty percent (20%) of the accrued vested balance shall be rolled into the Retirement Health Savings Plan with ICMA-RC, and the Employee will receive a cash payment for the remaining balance of accrued unused sick leave, up to a maximum of 1,040 hours, times their regular Hourly Rate. This paragraph shall not apply to Employees hired on or after January 1, 2013.

- I. Any material change in benefits that is caused by District action shall require re-negotiation of this MOU.

SECTION 28. CODE OF CONDUCT

In the interest of promoting harmonious labor relations between the District and Employees, and to provide a positive work environment, the following Code of Conduct is required of all District Employees.

- A. Code of Conduct Every Employee shall exhibit behavior that encourages mutual respect, teamwork, and positive attitudes, during their term of employment.
- B. Any employee may be suspended, dismissed, demoted, or otherwise disciplined for cause including failure to abide by the above Code of Conduct, and including, but not limited to the following:
 1. Willful or persistent violation of District policies adopted by the Board of Directors.
 2. Willful failure of good conduct, tending to injure the reputation of the District.
 3. Conviction of a felony.
 4. Theft, or attempted theft.
 5. Vandalism or willful conduct which damages real or personal property.
 6. Use of fraud, deception or misrepresentation of material facts in obtaining employment or during the course of employment with the District.
 7. Dishonesty.
 8. Discourteous treatment of the public or of fellow employees.
 9. Physical attack, fighting, or verbal altercations toward fellow employees or the public, or violation of the District's Workplace Violence Prevention Policy.
 10. Drunkenness, immoral conduct or addition to the use of narcotics, or violation of the District's Drug-Free Workplace Policy or Substance Abuse Policy, as adopted by the Board of Directors.

11. Failure to observe the requirements of the District's Illness and Injury Prevention Program, including failure to use seat belts in accordance with Section 7, Assignments Requiring Motor Vehicles.
 12. Violation of the District's Sexual Harassment Policy.
 13. Incompetency or inefficiency.
 14. Insubordination.
 15. Unauthorized absences.
 16. Abuse of sick leave.
 17. Neglecting duty such as to prevent the Employee from achieving a reasonable work performance in his/her position.
 18. Accepting any gift or fee in connection with District work, when such gift or fee is given in expectation of receiving favored treatment.
 19. Removal of, borrowing, or use of District property, equipment, tools or vehicles for non-District purposes without prior written authorization from the General Manager or his/her designee.
 20. Political activities engaged in by Employees and unrelated to the Employee's position at the District during their assigned hours of employment.
 21. Using or attempting to use political influence in securing promotion, leave of absence, transfer, change of pay, or character of work.
 22. Failure to maintain any required licenses or certifications or failure to maintain insurability.
- C. Disciplinary Measures In the event an Employee has committed one or more of the violations set forth in Subsection A or B hereinabove, the General Manager may apply a number of corrective disciplinary actions in accordance with this MOU. The action applied includes the following:
1. Coaching/counseling;
 2. Oral Warning;
 3. Documented Oral Warning;
 4. Written Warning;
 5. Suspension Without Pay or Compensatory Time Off;
 6. Termination of Employment.

The disciplinary action actually applied is within the discretion of the General Manager, after consideration of the severity of the violation.

D. Additional Reasons for Termination

1. Continuing illness of a disabling nature after the exhaustion of sick leave and leave of absence privileges where the District is unable to accommodate the disability in accordance with Section 5.
2. Any physical or mental ailment such as to prevent the Employee from performing the essential duties of his/her position or any other position available for which the Employee is qualified, in accordance with Section 5.
3. Permanent inability to perform the essential functions of the Employee's position as set forth in Section 5.

SECTION 29. DISCIPLINARY PROCEDURE

A. Notice of Proposed Discipline

Prior to taking disciplinary action to demote, dismiss, or suspend for three (3) work days or more, the District shall investigate the alleged violations. Said investigation shall include obtaining a statement and receiving information from Employee. In the event the District finds sufficient facts to support the allegation, it shall provide the Regular Employee with a written Notice of Proposed Disciplinary Action which shall contain the charges, the specific factual basis for the charges, and the nature of the proposed disciplinary action. Said notice shall inform the Employee of his/her right to respond to the charges. The General Manager may suspend an Employee without pay for periods of less than three (3) work days without being subject to the notice requirement. Such suspension decisions of suspensions less than three days are final.

B. Response

The Employee shall have the right to respond to the charges set forth in the Notice of Proposed Discipline, in writing, within five (5) calendar days of receipt of said notice. Any written response shall be delivered to the office of the General Manager within the time allowed. The Employee shall make an appointment with the General Manager or his/her designee for a response meeting within the time allowed. The Employee may bring a representative of his/her choice to a response meeting. Such representative and any District representative to be present must be identified at least two (2) working days prior to commencement of the response meeting.

C. Disciplinary Action

After the Employee's response is received, or if no response is received, after the five-day period expires, the General Manager shall determine whether to proceed with the proposed disciplinary action and will notify the Employee in writing.

D. Notice of Disciplinary Action

If the General Manager determines to proceed with the disciplinary action, a Notice of Disciplinary Action shall be sent to the Employee by certified mail. Said notice shall contain the charges, the factual basis for the charges, the disciplinary action imposed, and the effective date of the action, which shall not be earlier than five (5) work days after the Notice of Proposed

Disciplinary Action was sent to the Employee. This notice shall inform the Employee of the right to appeal the action to binding Arbitration.

E. Appeal

If the Employee is not satisfied with the decision of the General Manager, he/she may request, within five (5) days of receipt of the Notice of Disciplinary Action, that the General Manager arrange for the American Arbitration Association to provide a list of Arbitrators from which the parties shall select one who would act as an arbitrator in the matter. The General Manager shall request such service within ten (10) days of Employee's request. Both the General Manager and the Employee shall be represented at said hearing by a representative of their choice, who may be an attorney. The General Manager shall present the case first at the hearing. Each side shall have the right to present witnesses and documentary evidence and to cross-examine the other party's witnesses. At the close of the hearing, the Arbitrator has the right to affirm, deny, or modify the disciplinary action.

The decision of the Arbitrator shall be final and without judicial recourse, except for the enforcement of the Arbitrator's decision.

F. Suspension Pending Action

The General Manager shall have the power to suspend the Employee, with or without pay, during the period between the date the Notice of Proposed Disciplinary Action is sent and the date the disciplinary action becomes effective. In the event the Arbitrator overturns the action of the General Manager, the Employee shall be reimbursed for any loss of pay or benefits incurred during this period.

G. Probationary Employees

Probationary Employees are not entitled to notice or hearing in the event they are terminated during the probationary period.

H. Other Disciplinary Action

This section shall not apply to suspensions of less than three days or any disciplinary actions not set forth in subsection A above.

I. Employee Rights

The Employee retains all rights that may be conferred by Government Code §3500 et seq.

SECTION 30. GRIEVANCE PROCEDURE

This grievance procedure shall be used to process and resolve grievances arising under this Memorandum of Understanding.

A. Definitions

1. A grievance is a complaint of one or a group of Employees, involving the interpretation, application, or enforcement of the express terms of this Memorandum of Understanding.

2. As used in the procedure, the term “working days” shall mean days on which the District office is open.
3. As used herein, the definition of a Grievance excludes appeals of disciplinary actions which are covered under Section 29, above.

B. Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but, with the written consent of all parties, the time limitation for any step may be extended.

C. Employee Rights

The Employee retains all rights that may be conferred by Government Code section §3500, et seq.

D. Informal Discussion

1. The grievance initially shall be discussed by meeting and conferring with the General Manager with the intent of informally resolving the issue. Within two (2) working days, the General Manager shall give a decision or response.
2. If an informal grievance does not resolve the issue to the satisfaction of the grievant, or if there is a reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:
 - a. Five (5) working days after the event or circumstances occasioning the grievance; or
 - b. Within three (3) working days of the decision rendered in the informal grievance procedure, whichever is later.

E. Formal Grievance

1. A formal grievance shall be initiated in writing and shall be filed with the General Manager.
2. Within five (5) work days after the initiation of the formal grievance, the General Manager shall investigate the grievance and give a decision in writing to the grievant.

F. Appeal of Formal Grievance

1. If the grievant is not satisfied with the decision rendered, he/she may appeal the decision in writing within five (5) work days, referring the matter to binding arbitration.
2. An impartial arbitrator shall be selected from a list provided by the California State Mediation and Conciliation Service or the American Arbitration Association. The arbitrator shall be selected jointly by the parties within ten (10) work days of receipt of the written demand.

3. The arbitrator shall have no authority to add to, delete, or alter any provisions of this MOU, but shall limit his/her decision to the application and interpretation of its provisions. The decision of the Arbitrator shall be final.
4. The fees and expenses of the arbitrator, if required by the arbitrator, shall be shared equally by the parties. Any fees, expenses, or other costs, including a reporter, shall be paid by the requesting and incurring party.
5. The District agrees that Employees shall not suffer loss of compensation for time spent as a witness at arbitration hearing held pursuant to this MOU, however District will not pay for any loss in compensation suffered by any grievant in attending or testifying at the hearing unless the arbitrator determines the grievant has prevailed at the hearing.

SECTION 31. LAYOFF

In the event that the District determines to lay off Employees, Employees who are laid off may be eligible for a post-employment severance benefit payment equivalent to two month's salary plus medical, dental and vision benefits, plus the value of an additional three month's of health coverage for the Employee and his/her dependents at the levels in place the day before the date the district provides notice of layoff. Eligibility for any severance payments under this section is expressly conditioned upon a written release of all claims against the District and District-affiliated persons (i.e. employees, Board members, officers, etc.) in a format acceptable to the District. All such severance payments made shall be subject to all applicable payroll taxes and withholdings. Laid off employees shall also remain eligible for any post-separation and post-retirement benefits provided by the District as are memorialized by the MOU in place at the time of the employee's layoff from District service.

SECTION 32. DISTRICT RIGHTS

Except as otherwise specifically provided in this Memorandum of Understanding, the District has the sole and exclusive right to exercise all authority, rights, or functions of a public employer. It is agreed that all rights, powers, or authority vested in the District, except those specifically abridged, delegated, deleted, or modified by the express terms of this Memorandum of Understanding are retained by the District. The District expressly retains the complete and exclusive authority, right, and power to manage its operations and to direct its Employees, except as the terms of this Memorandum of Understanding specifically limit such authority, rights, and powers. These retained authorities, rights, and powers include, but are not limited to, the right to hire, classify, promote, designate, discipline, evaluate, review, and discharge Employees, schedule work as needed, determine levels of staffing, maintain order and efficiency, supervise and direct Employees in the performance of their duties, set standards to ensure proper and efficient use of the work force and equipment, determine qualifications and abilities, and establish and evaluate the merits, necessity, and/or organization of any service or activity currently offered or offered at any time hereafter by the District. It is understood the General Manager shall carry out the foregoing and the Board shall not directly assign tasks to Employees.

SECTION 33. ENTIRE AGREEMENT

This Memorandum of Understanding constitutes the entire agreement between the parties and includes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in this Memorandum of Understanding or not. It is agreed that the terms and conditions of this Memorandum of Understanding itself shall constitute the whole agreement between the parties thereto and that the terms and conditions of this Memorandum of Understanding shall supersede all proposals, conversations, oral or written agreements constituting any portion of the meet and confer process or any other discussion leading up to the Memorandum of Understanding. The parties agree that no agreement was reached on other matters discussed and that the District is not obligated to make any changes or take any action regarding them. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on the parties, except that Employees shall have all rights accorded them under the provisions of State of California and Federal labor laws.

SECTION 34. SEPARABILITY OF SECTIONS

If any section, subsection, paragraph, sentence, clause, or phrase of this MOU shall, for any reason, be held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of this Memorandum of Understanding, it being hereby expressly provided that this MOU and each section, subsection, paragraph, sentence, clause, or phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases shall be declared invalid or unconstitutional.

SECTION 35. TERM OF AGREEMENT

The parties agree that this Memorandum of Understanding shall stay in full force and effect through June 23, 2021.

SECTION 36. NO STRIKE AGREEMENT

During the term of this Memorandum of Understanding, it is agreed that there shall be no strike by the Employees nor lockout by the employer.

SOUTH TAHOE PUBLIC UTILITY DISTRICT
Date Adopted by Board: June 6, 2024

Dave Peterson
President, Board of Directors

Paul Hughes
General Manager

ATTEST: _____
Melonie Guttry, Clerk of the Board

MANAGEMENT STAFF OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT

- _____ Dan Arce, Lab Director
- _____ Heidi Baugh, Purchasing Agent
- _____ Aaron Buckman, Manager of Plant Operations
- _____ Adrian Combes, Director of Operations
- _____ Megan Colvey, Senior Engineer
- _____ Trevor Coolidge, Senior Engineer
- _____ Greg Dupree, Accounting Manager
- _____ Brent Goligoski, Senior Engineer
- _____ Melonie Guttry, Executive Services Manager
- _____ Liz Kauffman, Human Resources Director
- _____ Ryan Lee, Customer Service Manager
- _____ Julie Ryan, Engineering Department Manager
- _____ Andrea Salazar, Chief Financial Officer
- _____ Mark Seelos, Water Resources Manager
- _____ Chris Skelly, Information Technology Manager
- _____ Chris Stanley, Manager of Field Operations
- _____ Shelly Thomsen, Director of Public & Legislative Affairs

SB 1439

Limitation on Campaign Contributions

Board of Directors Training


Keith F. Collins - Jones Mayer






SB 1439

- Effective January 1, 2023, Government Code Section 84308 expands the regulation of the acceptance of campaign contributions in excess of \$250 from donors involved in certain matters before the local agency.
- Used to only apply to appointed commissioners. Now it also applies to elected officials.



General Rule:

- If the donor has a matter pending before the agency, or is a **participant** with a legal interest in the proceeding, and the official received a campaign contribution from the donor in excess of \$250 in the prior 12 months, the official must:
 1. Publicly disclose the contribution;
and
 2. Not in any way participate in the decision of the matter.
- The donor must disclose the contribution on the record.
- In the 12 months following the decision, a local official cannot receive campaign contributions in excess of \$250 from a donor with an economic interest in the governmental decision.



What decisions are affected?

- All decisions affecting an application for a “license, permit, or other entitlement for use.”
- This means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use.
- All contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

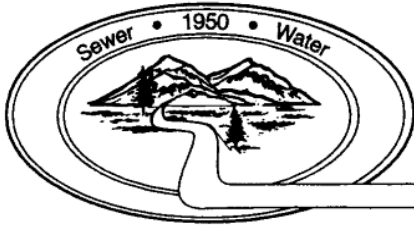


Exceptions:

- Lack of Actual or Constructive Knowledge. 2 CCR 18438.7 provides guidelines.
- Participation allowed if contribution returned within 30 days of when the officer knew or should have known about contribution/proceeding.
- Can return contribution made within 12 months after a proceeding within 14 days of receiving it if officer did not knowingly and willfully accept, solicit or direct the contribution.



Questions?



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 12a

TO: Board of Directors
FROM: Paul Hughes, General Manager
MEETING DATE: June 6, 2024
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:

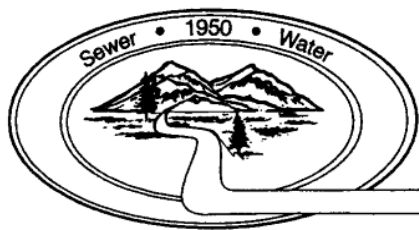
CATEGORY: General

GENERAL MANAGER: YES PH NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline



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BOARD AGENDA ITEM 12b

TO: Board of Directors

FROM: Paul Hughes, General Manager
Liz Kauffman, Human Resources Director
Andrea Salazar, Chief Financial Officer

MEETING DATE: June 6, 2024

ITEM – PROJECT NAME: Closed Session – Union Memorandum of Understanding
Contract Negotiations

REQUESTED BOARD ACTION: Direct Staff

DISCUSSION: Pursuant to Government Code Section 54957.6(a)/Conference with Labor Negotiators re: Memorandum of Understanding with Stationary Engineers, Local 39. Present at this Closed Session will be Agency Negotiators: Paul Hughes, General Manager; Andrea Salazar, Chief Financial Officer; Liz Kauffman, Human Resources Director.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

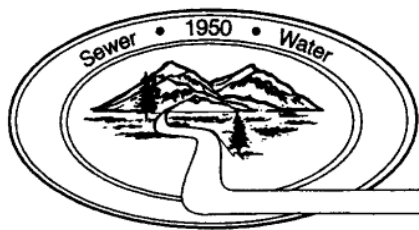
CATEGORY: Sewer/Water

GENERAL MANAGER: YES PH NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 12c

TO: Board of Directors

FROM: Paul Hughes, General Manager
Liz Kauffman, Human Resources Director
Andrea Salazar, Chief Financial Officer

MEETING DATE: June 6, 2024

ITEM – PROJECT NAME: Closed Session – Management Group Memorandum of Understanding Contract Negotiations

REQUESTED BOARD ACTION: Direct Staff

DISCUSSION: Pursuant to Government Code Section 54957.6(a)/Conference with Labor Negotiators re: Memorandum of Understanding with Management Group. Present at this Closed Session will be Agency Negotiators: Paul Hughes, General Manager; Andrea Salazar, Chief Financial Officer; Liz Kauffman, Human Resources Director.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES PH NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____