### Donner Summit Public Utility District Board of Directors Regular Meeting

## Agenda Tuesday, June 18, 2024 – 6:00 P.M. DSPUD Office, 53823 Sherritt Lane, Soda Springs California

The Public is welcome to attend in person or participate by Zoom Webinar: Meeting ID, 873 8210 9969 Password: 674672

Any member of the public desiring to address the Board on any matter within the Jurisdictional Authority of the District or on a matter on the Agenda before or during the Boards consideration of that item may do so. After receiving recognition from the Board President, please give your Name and Address (City) and your comments or questions. In order that all interested parties have an opportunity to speak, please limit your comments to the specific topics of discussion.

Unless specifically noted, the Board of Directors may act upon all items on the Agenda.

- 1. Call to Order
- 2. Roll Call
- 3. Clear the Agenda
- 4. Public Participation This is time set aside for the public to address the Board on any matter not on the agenda. Comments related to any item already on the agenda should be addressed at the time that that item is considered. Each speaker will be limited to five minutes, but speaker time may be reduced at the discretion of the Board President if there are a large number of speakers on any given subject.

### 5. Consent Calendar

All items listed under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board requests an item to be removed from the Consent Calendar for a separate action. Any items removed will be considered after the motion to approve the Consent Calendar.

- A. Approve Finance Report for June 2024
  - 1. Cash Disbursements-General, Month of May
  - 2. Cash Disbursements-Payroll, Month of May
  - 3. Schedule of Cash and Reserves, April
  - 4. Accountants Financial Statements, April
- B. Approve Regular Meeting Minutes for May 21, 2024
- C. Approve Safety Meeting Minutes for May 2024
- D. Appropriations Limit for Fiscal Year 2024/2025
- E. Adopt Resolutions 2024-14 and 2024-15 Fixing and Placing the Annual Special Tax Levy for Community Facilities District No. 1

- F. Adopt Resolutions 2024-16 and 2024-17 Requesting Collection of Unpaid Charges on the Nevada and Placer County Tax Rolls
- 6. Department Reports
  - A. Administration Steven Palmer, General Manager
  - B. Operations and Maintenance Summary, May
- 7. Information None
- 8. Action
  - A. Adopt Resolution 2024-18 Approving Fiscal Year 2024/2025 Budget and Five-Year Capital Improvement Plan
  - B. Approve Employee Job Descriptions
  - C. Approve Funding Agreement with Placer County Water Agency for Financial Assistance Program Grant in the Amount of \$33,600 for Environmental Permitting and Design for the Big Bend Water System Phase 1 Pipeline Replacement
  - D. Adopt Resolutions Declaring an Election and Requesting that Nevada and Placer Counties Consolidate with the General Election on November 5, 2024
  - E. Vote for California Special District Association Board of Directors
  - F. Adopt a Resolution Approving an Agreement with Aqua Sierra Controls, Inc. for Radio Telemetry Upgrades in the Amount of \$179,519.67
- **9. Director Reports:** In accordance with Government Code Section 54954.2(a), Directors may make brief announcements or brief reports on their own activities (concerning the District). They may ask questions for clarification make a referral to staff or take action to have staff place a matter of business on a future agenda.

### 10. Adjournment

Schedule of Upcoming Meetings

Regular Meeting – July 16, 2024

Regular Meeting – August 20, 2024

Regular Meeting – September 17, 2024

We certify that on June 14, 2024, a copy of this agenda was posted in public view at 53823 Sherritt Lane Soda Springs, California, and the Soda Springs General Store.

Deleane Mehler Administrative Assistant

Deleane Mehler

Steven Palmer General Manager

### Agenda Item: 5A.1

### **Donner Summit Public Utility District Check List**

GENERAL DISBURSEMENT-AP-FIVE STAR #5715 May 15, 2024

June 18, 2024 Agenda Item: 5A1

Check Number	Check Date	Payee	Amount
Vendor Checks			
10331	05/15/24	49ER WATER SERVICES	2,451.00
10332	05/15/24	49ER WATER SERVICES	2,225.00
10333	05/15/24	49ER WATER SERVICES	715.00
10334	05/15/24	49ER WATER SERVICES	2,724.00
10335	05/15/24	49ER WATER SERVICES	3,165.00
10336	05/15/24	ALHAMBRA & SIERRA SPRINGS	127.90
10337	05/15/24	ALPEN LILY LLC	225.00
10338	05/15/24	ALSCO	143.79
10339	05/15/24	ANTHEM/BLUE CROSS	12,728.40
10340	05/15/24	AT&T	46.23
10341	05/15/24	AT&T	346.29
10342	05/15/24	AT&T	29.07
10343	05/15/24	AUERBACH ENGINEERING CORP	2,984.00
10344	05/15/24	AUTO NATION	2,216.79
10345	05/15/24	BARNARD, VOGLER & CO.	1,240.48
10346	05/15/24	BOREAL MOUNTAIN RESORT	21,692.28
10347	05/15/24	CALIFORNIA WATER ENVIRONMENT	221.00
10348	05/15/24	CWEA - SIERRA SECTION	340.00
10349	05/15/24	EMCOR SERVICES INC.	2,652.00
10350		EMPLOYER DRIVEN SOLUTIONS	4,532.54
10350	05/15/24 05/15/24	EVERS LAW GROUP	684.50
1			
10352 10353	05/15/24	FED-EX	9.47 8.97
l .	05/15/24	FED-EX	
10354	05/15/24	GEI CONSULTANTS	660.04
10355	05/15/24	HANSFORD ECONOMIC CONSULTING, LLC	616.25
10356	05/15/24	HUMANA DENTAL INS. CO.	17,475.12
10357	05/15/24	KNOWLEDGE SOLUTIONS	8,445.71
10358	05/15/24	MAPCOMMUNICATIONS	49.22
10359	05/15/24	MOUNTAIN HARDWARE & SPORTS	203.21
10360	05/15/24	MOUNTAIN HARDWARE & SPORTS	81.12
10361	05/15/24	NATIONAL LIFE INSURANCE CO.	62.17
10362	05/15/24	NORTHERN SIERRA AIR QUALITY MGMT	176.04
10363	05/15/24	NORTHERN SIERRA AIR QUALITY MGMT	170.90
10364	05/15/24	PARAGON PEST CONTROL	65.00
10365	05/15/24	PG&E COMPANY	43,096.24
10366	05/15/24	PG&E COMPANY	758.40
10367	05/15/24	PIT. BOWES GLOBAL FINANCIAL SERVICES	225.60
10368	05/15/24	PRINCIPAL LIFE INSURANCE COMPANY	821.23
10369	05/15/24	PUSH POWER	934.90
10370	05/15/24	PUSH POWER	1,768.94
10371	05/15/24	ROAD SAFETY SERVICES, LLC	1,672.00
10372	05/15/24	ROAD SAFETY SERVICES, LLC	1,092.00
10373	05/15/24	S. MILLER PAVING, INC.	6,500.00
10374	05/15/24	SUBURBAN PROPANE	5,812.40
10375	05/15/24	THE SIGN SHOP	130.99
10376	05/15/24	SUBURBAN PROPANE	4,644.07
10377	05/15/24	A. TEICHERT & SONS, INC.	1,520.63
10378	05/15/24	SUBURBAN PROPANE	5,534.69
10379	05/15/24	TAHOE TRUCKEE SIERRA DISPOSAL	1,495.00
10380	05/15/24	TAHOE TRUCKEE SIERRA DISPOSAL-BIN	628.06
10381	05/15/24	TRANSAMERICA LIFE INSURANCE	194.19
10382	05/15/24	TRUCKEE-NORTH TAHOE MATERIALS	2,167.34
10383	05/15/24	USA BLUEBOOK	273.06
10384	05/15/24	USA BLUEBOOK	31.92
10385	05/15/24	USA BLUEBOOK	822.37
10386	05/15/24	USA BLUEBOOK	770.77
10387	05/15/24	USA BLUEBOOK	644.47
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### Donner Summit Public Utility District Check List

GENERAL DISBURSEMENT-AP-FIVE STAR #5715 May 15, 2024 June 18, 2024 Agenda Item: 5A1

		· ·-// ·		
Amoun		Payee	Check Date	Check Number
120.81		WESTERN NEVADA SUPPLY COMPANY	05/15/24	10388
82.68		WESTERN NEVADA SUPPLY COMPANY	05/15/24	10389
259.30		WESTERN NEVADA SUPPLY COMPANY	05/15/24	10390
7,077.50		WOODARD & CURRAN	05/15/24	10391
178,593.0	Vendor Check Total		, ,	
178,593.0	Check List Total			

Check count = 61

### Donner Summit Public Utility District Check List

GENERAL DISBURSEMENT-AP-FIVE STAR #5715 May 30, 2024 June 18, 2024 Agenda Item: 5A1

Check Number	Check Date	Payee		Amount
Vendor Checks				
10392	05/30/24	CRWA		631.00
10393	05/30/24	EOSi		11,454.67
10394	05/30/24	EOSi		11,454.67
10395	05/30/24	GRAINGER		41.95
10396	05/30/24	HY-TECH AUTO AND SMOG INC.		189.00
10397	05/30/24	PITNEY BOWES		397.30
10398	05/30/24	RICK MARTIN		812.50
10399	05/30/24	ROAD SAFETY SERVICES, LLC		250.00
10400	05/30/24	SIERRA MOUNTAIN PIPE & SUPPLY		84.56
10401	05/30/24	SIERRA MOUNTAIN PIPE & SUPPLY		28.42
10402	05/30/24	SUBURBAN PROPANE		2,193.41
10403	05/30/24	TRUCKEE AUTO PARTS		797.98
10404	05/30/24	TRUCKEE RENTS, INC.		109.09
10405	05/30/24	USA BLUEBOOK		713.80
10406	05/30/24	USA BLUEBOOK		333.53
10407	05/30/24	WATERS VACUUM TRUCK SERVICE	_	825.00
			Vendor Check Total	30,316.88
			Check List Total	30,316.88

Check count = 16

### Agenda Item: 5A.2

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME	HOURS, EAR	NINGS, F	REIMBURSEM	ENTS & OTHER	PAYMENTS	WITHHOLDIN	GS	DEDUCTIO	NS	NET PAY	
ID	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS					ALLOCATIONS	
***											
**** 30 WATER SEWER King, James R 49	Regular Life Ins Reimb Txble Vacation Sick Accr-Memo Vacation -Memo		M6;0000	6,458.66 100.00	M1.85	Social Security Medicare Fed Income Tax CA Income Tax CA Disability		57 arnishment aan Payment	1.292:31	Direct Deposit # 116 Check Amt Chkg 730	0. 2,838.
	EMPLOYE	E TOTAL	6.0000	6,558.66		Control Constitution	1,824:03	-7	1,896.55	Net Pay	2,838
Patrick, Sean M 59	Regular Overtime Double Time Sick Stand By	51:0800 76:6200 102:1600 51:0800	69:0000 7:0000 1:0000 11:0000	3,524,52 536,34 102,16 561,88 270,00		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	309,69 45 72,43 Lit 481,42 302,23 54,94	fe Ins EE Post Tax	450.00 37.41	Net Pay Direct Deposit # 117 Check Amt Chkg 717	0. 3,286
0.1.46.00.14	EMPLOYE		88.0000	4,994 90		Conial Consumb	1,220.71	7	487 41	Net Pay Direct Deposit # 118	3,286.
Schott, Paul A 14	Regular Overtime Life Ins Reimb Txble Sick Stand By	54:0500 81:0750 54:0500	40:0000 2:0000 10:0000	2,162,00 162,15 100,00 540,50 135,00		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	292;71,45 68;46Cı 610;61 233;31 51;93	redit Un 2	150.00	Check Amt Chkg 019	0. 2,464.
	Vacation Sick Accr-Memo Vacation -Memo	54:0500	30:0000 82:0000	1,621.50	M1.85 M6.15		1,257:02		1 000 00	Nat Davi	2.464
Shelton, Joshua M 64	Regular Overtime Double Time Life Ins Reimb Txble Sick	37:6000 56:4000 75:2000 37:6000	69:5000 12:0000 1:0000	4,721;15 2,613;20 676;80 75;20 100:00 394;80		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	239:32 45 55:97 344:97 227:05 42:46	57	1,000:00 50:00	Net Pay Direct Deposit # 119 Check Amt Chkg 722	2,464 0 0, 2,900
· · · · · · · · ·	EMPLOYE		93:0000	3,860 00		Conial Consumb	909:77	7	50:00	Net Pay Direct Deposit # 120	2,900
Vosburgh, Justin E 57	Regular Stand By Vacation	55.7000 55.7000	70:0000 10:0000	3,899.00 315.00 557.00		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	295;80 45 69:18 Lit 694;67 Lo 305;90 52:48	fe Ins EE Post Tax	35:00	Check Amt Chkg 400	0. 2,946
	CHECK	1_TOTAL	80.0000	4,771 00			1,418.03		406 34	Net Pay	2,946
	Overtime Double Time	83.5500 111.4000	21.0000 3.0000	1,754,55 334,20		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	129:51 30:28 174:34 66:99 22:98			Direct Deposit # 121 Check Amt Chkg 400	0. 1,664.
	CHECK	2 TOTAL	24_0000	2,088.75			424 10			Net Pay	1,664
	EMPLOYE	E TOTAL	104,0000	6,859.75			1,842,13		406 34	Net Pay	4,611
**** 50 ADMIN Mehler, Deleane 51	Regular	44 2700	80:0000	3,541.60		Social Security Medicare Fed Income Tax	219:58 45 51:36 Lo		243:52	Direct Deposit # 122 Check Amt Chkg 963	0. 2,078.

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME	HOURS, EARNIN	IGS, F	REIMBURSEM	ENTS & OTHER	PAYMENTS	WITHHOLDINGS		DEDUCTIONS	NET PAY
ID	DESCRIPTION F	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS				ALLOCATIONS
**** 50 ADMIN (cont.) Mehler, Deleane (cont.) 51						CA Income Tax	189:36	3	
						CA Disability	38 96	1	
Palmer, Steven V 65	EMPLOYEE T Regular Sick Vacation	ÖTAL	80:0000 M4:0000 M8:0000	3,541 <u>.</u> 60 7,456.04		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	1,015:37 462:27 108:12 1,227:14 579:38 82:02	4	Net Pay 2,07   Direct Deposit # 123   Check Amt   Chkg 779 4,00   Savg 217 78
	EMPLOYEE T	OTAL	12 0000	7,456.04			2,458,93	201 93	Net Pay 4,79
COMPANY TOTALS 7 Person(s) 3 Transaction(s)	Regular Double Time Overtime Life Ins Reimb Txble Sick Stand By Vacation Sick Accr-Memo Vacation -Memo COMPANY TOTAL		328:5000 5:0000 42:0000 35:5000 54:0000	29,655.02 511:56 3,129:84 300:00 1,497:18 720:00 2,178:50 37,992:10	3:70 10:77	Medicare Fed Income Tax CA Income Tax CA Disability  Employer Liabilities  Social Security Medicare  EMPLOYER LIABILITY	4,007:40	Credit Un 2 150,00 Garnishment 1,292,3° Life Ins EE Post 72,4° Loan 2 414,80 Loan Payment 558,00 4,489,5°	6
IC) = Independent Contractor									

0085 0085-T591 Donner Summit Public Utility

### **CASH REQUIREMENTS**

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 05/10/24: \$40,826.08

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

#### TRANSACTION SUMMARY

**SUMMARY BY TRANSACTION TYPE -**

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES
CASH REQUIRED FOR CHECK DATE 05/10/24

40,826.08 40,826.08 3,197.22 44,023.30

#### TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS  & OTHER TOTALS
05/09/24	FIVE STAR BANK	xxxxxxxxxxxxx707	Direct Deposit	Net Pay Allocations	22,974.61	22,974.61
05/09/24	FIVE STAR BANK	xxxxxxxxxxxxx707	Readychex®	Check Amounts	4,417.12	4,417.12
05/09/24	FIVE STAR BANK	xxxxxxxxxxxxx707	Taxpay®	Employee Withholdings Social Security Medicare Fed Income Tax CA Income Tax CA Disability Total Withholdings	2,355.52 550.90 4,867.43 2,336.19 417.92 <b>10,527.96</b>	
				Employer Liabilities Social Security Medicare Total Liabilities	2,355.50 550.89 <b>2,906.39</b>	13,434.35
				Į.	EFT FOR 05/09/24	40,826.08
					TOTAL EFT	40,826.08

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<b>TRANS. DATE</b>	BANK NAME	<b>ACCOUNT NUMBER</b>	<b>PRODUCT</b>	<u>DESCRIPTION</u>		TOTAL
05/10/24	Refer to your records for	or account Information	Payroll	Employee Deductions		
				457	2,001.93	
				Credit Un 2	150.00	
				Life Ins EE Post Tax	72.41	

0085 0085-T591 Donner Summit Public Utility

### **CASH REQUIREMENTS**

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 05/10/24: \$40,826.08

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (cont.) - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

TRANS. DATE 05/10/24	BANK NAME  Refer to your records for account Information	NT NUMBER on	PRODUCT Payroll	DESCRIPTION Employee Deductions (cont.) Loan 2 Loan Payment Total Deductions	414.86 558.02 <b>3,197.22</b>	<u>TOTAL</u>
			TOTAL REMAIN	ING DEDUCTIONS / WITHHOLDIN	GS / LIABILITIES	3,197.22
PAYCHEX WILL MAK	E THESE TAX DEPOSIT(S) ON YOUR E	BEHALF - This inf	ormation serves as a re	ecord of payment.		
	0	<b>UE DATE</b> 05/15/24 05/15/24	<u>PRODUCT</u> Taxpay® Taxpay®	<b>DESCRIPTION</b> FED IT PMT Group CA IT PMT Group	10,680.24 2,754.11	

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME	HOURS, EARNINGS, RE		KEIMBOKSEM	MENTS & OTHER PAYMENTS		WITHHOLD	DINGS	DEDUCTIONS	NET PAY
ID	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS				ALLOCATIONS
**** 30 WATER SEWER									
King, James R 49	Regular Vacation Sick Accr-Memo Vacation -Memo		M21.0000	6,458.66	M1.85	Social Security Medicare Fed Income Tax CA Income Tax CA Disability		arnishment 1,292:31	Direct Deposit # 124 Check Amt 0,0 Chkg 730 2,781
	EMPLOY	EE TÖTAL	21.0000	6,458.66			1,781.05	1.896.55	Net Pav 2,781
Patrick, Sean M 59	Regular Overtime Stand By Vacation	51:0800 76:6200 51:0800	78.2500 4.0000 1.7500	3,997:01 306:48 270:00 89:39		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	289;09;4 67;61 412;47 268;27 51;29	57 450:00	Net Pay 2,781;0 Direct Deposit # 125 Check Amt 0;0 Chkg 717 3,124;1
	EMPLOY	EE TÖTAL	84.0000	4,662.88			1,088.73	450.00	Net Pav 3,124.
Schott, Paul A 14	Regular Sick Stand By Sick Accr-Memo Vacation -Memo	54:0500 54:0500	76:0000 4:0000	4,107.80 216.20 270.00	M1.85	Social Security Medicare Fed Income Tax CA Income Tax CA Disability	284;834 66;61 C 582;64 220;30 50;53	57 850:00 redit Un 2 150:00	Net Pay 3,124   Direct Deposit # 126   Check Amt 0,0   Chkg 019 2,389,0
	EMPLOY	EE TOTAL	80:0000	4,594,00			1,204,91	1 000 00	   Net Pav 2,389.0
Shelton, Joshua M 64	Regular Sick	37:6000 37:6000	76:0000 4:0000	2,857:60 150:40		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	186:50 4 43:61 242:73 139:89 33:09	57 50;00	Net Pay 2,389:0 Direct Deposit # 127 Check Amt 0. Chkg 722 2,312:
	FMPI OY	EE TÖTAL	80:0000	3,008 00			645.82	50:00	) Net Pay 2,312:
Vosburgh, Justin E 57	Regular Holiday Stand By Vacation	55.7000 55.7000 55.7000	58:0000 20:0000 2:0000	3,230.60 1,114:00 135:00 111:40		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	284:64 4 66:57 L 652:21 287:49 50:50	57 200;00 pan 2 171;32	Net Pay
	CHEC	K 1_TOTAL	80:0000	4,591 00			1,341 41	371 34	   Net Pay2,878,2
	Overtime Double Time	83.5500 111.4000	10:0000 2:0000	835.50 222.80		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	65,61 15,35 50,69 15,34 11,64		Direct Deposit # 129 Check Amt 0: Chkg 400 899
	CHEC	K 2_TOTAL	12 0000	1,058 30			158.63		Net Pay 899.6
	EMPLOY	EE TOTAL	92 0000	5,649.30			1,500:04	371 34	Net Pay 3,777;
**** <b>50 ADMIN</b> Mehler, Deleane 51	Regular Sick Vacation	44.2700 44.2700 44.2700	69;5000 2:5000 8:0000	3,076;77 110;68 354;16		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	219,58 4 51;35 L 516,12 L 189,36 38,96	57 100:00 pan 2 243:52	Direct Deposit # 130 <b>Check Amt</b> 0:000 Chkg 963 2,078.50

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME	HOURS, EARNI	NGS, I	REIMBURSEM	ENTS & OTHER	PAYMENTS	WITHHOLDINGS	DEDUCTIONS	NET PAY
ID	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS			ALLOCATIONS
**** 50 ADMIN (cont.) Mehler, Deleane (cont.) 51								
Palmer, Steven V 65	Regular Overtime	TOTAL	80:0000 M4:0000	3,541;61 7,456.04	1	1,015;3   Social Security	1 4 8	Net Pay         2,078.9           Direct Deposit # 131         0.00           Check Amt         0.00           Chkg 779         4,007.11           Savg 217         788.00
	EMPLOYEE	TÖTAL	4 0000	7,456.04		2,458 9	3 201.93	Net Pay 4,795.1
COMPANY TOTALS 7 Person(s) 8 Transaction(s)	Regular Double Time Overtime Holiday Sick Stand By Vacation Sick Accr-Memo Vacation -Memo COMPANY TOTA	A.L.	357; 7500 2;0000 18;0000 20;0000 10;5000 32:7500	31,184,48 222,80 1,141,98 1,114,00 477,28 675,00 554,95 35,370,49	3;70 10;77	OA Is a see Table 1 0 404.7	6 Credit Un 2 150,00 7 Garnishment 1,292,31 8 Loan 2 414,86 Loan Payment 558,02 5 4,417,12	Check Amt         0:00           Dir Dep         21,258:50           Net Pay         21,258:50
(IC) = Independent Contractor								

0085 0085-T591 Donner Summit Public Utility

### **CASH REQUIREMENTS**

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 05/24/24: \$37,622.09

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TDANC		SUMMARY	
IRANS	AC I UN	SUIVIVIARY	

**SUMMARY BY TRANSACTION TYPE -**

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES
CASH REQUIRED FOR CHECK DATE 05/24/24

37,622.09 37,622.09 3,124.81 40,746.90

#### TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

BANK DRAFT AMOUNTS <u>&amp; OTHER TOTALS</u> 21,258.52	21,258.52	<b>DESCRIPTION</b> Net Pay Allocations	PRODUCT Direct Deposit	ACCOUNT NUMBER XXXXXXXXXXXXXX707	BANK NAME FIVE STAR BANK	TRANS. DATE 05/23/24
3,962.88	3,962.88	Check Amounts	Readychex®	xxxxxxxxxxxxx707	FIVE STAR BANK	05/23/24
	2,192.97 512.86 4,478.17 2,121.77 389.08 <b>9,694.85</b>	Employee Withholdings Social Security Medicare Fed Income Tax CA Income Tax CA Disability Total Withholdings	Taxpay®	xxxxxxxxxxxxx707	FIVE STAR BANK	05/23/24
12,400.69	2,192.97 512.87 <b>2,705.84</b>	Employer Liabilities Social Security Medicare Total Liabilities				
37,622.09	FT FOR 05/23/24	E				
37.622.09	TOTAL EFT					

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<b>TRANS. DATE</b>	BANK NAME	<b>ACCOUNT NUMBER</b>	<b>PRODUCT</b>	<u>DESCRIPTION</u>		<b>TOTAL</b>
05/24/24	Refer to your records for	or account Information	Payroll	Employee Deductions		
				457	2,001.93	
				Credit Un 2	150.00	
				Loan 2	414.86	

0085 0085-T591 Donner Summit Public Utility

### **CASH REQUIREMENTS**

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 05/24/24: \$37,622.09

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (cont.) - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

TRANS. DATE 05/24/24	BANK NAME Refer to your records for account	ACCOUNT NUMBER Information	PRODUCT Payroll	DESCRIPTION Employee Deductions (cont.) Loan Payment Total Deductions	558.02 <b>3,124.81</b>	TOTAL
			TOTAL REMA	INING DEDUCTIONS / WITHHOLDING	SS / LIABILITIES	3,124.81
PAYCHEX WILL MAK	E THESE TAX DEPOSIT(S) ON	YOUR BEHALF - This int  DUE DATE  05/30/24  05/30/24	formation serves as  PRODUCT  Taxpay®  Taxpay®	a record of payment.  DESCRIPTION FED IT PMT Group CA IT PMT Group	9,889.84 2,510.85	

### Agenda Item: 5A.3

### DONNER SUMMIT PUBLIC UTILITY DISTRICT SCHEDULE OF CASH AND DEBT RESTRICTED RESERVES APRIL 30, 2024

					Reserves
Bank Account	Reserve	В	Book Balance		Restricted
Five Star #5723 Money Market	<u> </u>	\$	503,924.80		
Five Star Bank #5715 General	Disbursement		(89,218.78)		
Five Star Bank #5693 Main Ch	ecking		1,935,214.39		
LAIF			3,542.20		
	SWRCB Loan Construction				719,191.03
	WTP Loan Construction				10,359.94
	Big Bend Water Loan Reserve 1				5,662.40
	Big Bend Water Loan Reserve 2				2,325.60
	Big Bend Assessment				2,104.56
	Big Bend Loan Fund - Loan 1				14,156.00
	Big Bend Loan Fund - Loan 2				5,814.00
	Sugar Bowl Expansion				120,514.80
	Sugar Bowl Expansion-Tripletts L	LC			994,693.00
Totals	-		2,353,462.61		1,874,821.33
Unrestricted Cash Available				\$	478,641.28

### Agenda Item: 5A.4

### DONNER SUMMIT PUBLIC UTILITY DISTRICT

## FINANCIAL STATEMENTS AND INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

APRIL 30, 2024

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100 West Liberty St. Suite 1100 Reno, NV 89501

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#### INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Board of Directors

Donner Summit Public Utility District

Management is responsible for the accompanying financial statements of the business-type activities of Donner Summit Public Utility District (the District) which comprise the statements of activities and changes in net position – budgetary basis for the ten months ended April 30, 2024 in accordance with the budgetary basis of accounting, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying supplementary information contained on page 8 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The financial statements are prepared on the budgetary basis of accounting, which includes expensing capital outlay purchases and principal payments on long-term debt. The budgetary basis of accounting is a basis of accounting other than accounting principles generally accepted in the United States of America.

Jamard Vogler i Co.

Reno, Nevada May 31, 2024

### DONNER SUMMIT PUBLIC UTILITY DISTRICT STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS COMBINED BUSINESS-TYPE ACTIVITIES FOR THE TEN MONTHS ENDED APRIL 30, 2024

	Water	Sewer	Treatment	Admin	Total
Program Revenue					
Water fees	\$ 708,522.56	\$ -	\$ -	\$ -	\$ 708,522.56
Sewer fees	-	572,503.01	1,717,509.03	-	2,290,012.04
Connection fees	_	-	-	_	_,
Recycled water sales	_	_	_	_	_
Non-CFD revenue for WWTP loan	_	_	3,088.83	_	3,088.83
Sierra Lakes service	_	_	393,527.25	_	393,527.25
Big Bend service fees	31,080.00	_	-	_	31,080.00
Big Bend assessment	20,771.52	_	_	_	20,771.52
Total Program Revenue	760,374.08	572,503.01	2,114,125.11		3,447,002.20
Expenses					
Salaries-operations	115,353.13	97,001.50	311,977.58	252,336.98	776,669.19
Overtime	13,203.90	11,103.27	35,710.45	202,000.00	60,017.62
Employee benefits and taxes	37,068.86	28,873.03	100,102.58	89,105.54	255,150.01
Board expense	-	20,070.00	100,102.00	67,928.07	67,928.07
Professional fees	70,959.71	909.29	25,527.78	94,646.72	192,043.50
Dues and subscriptions	210.00	-	1,897.18	10,027.82	12,135.00
Fees, permits, certifications, leases	15,756.71	_	29,755.27	15,419.97	60,931.95
Training, education, travel	464.58	_	1,387.18	3,113.64	4,965.40
Insurance	43,432.82	36,229.50	115,532.27	10,073.54	205,268.13
Office supplies and miscellaneous	236.00	262.88	850.46	7,543.95	8,893.29
Utilities, communications, telemetry	54.284.30	32,329.64	392,694.01	40,041.70	519,349.65
Chemicals and lab supplies	12,554.83	32,329.04	172,102.18	40,041.70	184,657.01
Laboratory testing	2,311.00	_	33,235.00	_	35,546.00
Equipment maintenance and repair	15,044.76	7,463.25	36,490.57	_	58,998.58
Small equipment and rental	21,281.99	21,282.01	476.39	281.87	43,322.26
Operating supplies	498.75	3,416.28	605.33	2,766.53	7,286.89
Sludge removal	490.73	3,410.20	25,864.45	2,700.33	25,864.45
Vehicle maintainance, repair, fuel	2,354.53	7,063.62	19,851.98	_	29,270.13
Infiltration and inflow program	2,334.33	33,014.25	19,031.90	-	33,014.25
Facility maintenance and repair	- 118,502.51	4,808.59	44,061.64	2,085.00	169,457.74
Amortization of land lease	110,302.31	4,000.39	19,519.78	2,065.00	19,519.78
Debt service	20.062.64	-	•	-	•
	29,063.64	- 47 226 F0	719,191.03	-	748,254.67
Capital equipment	24,533.83	17,326.58 191,398.94	75,400.88	-	117,261.29
Sugar Bowl expansion		191,396.94			191,398.94
Capital projects	- 	492,482.63	2 162 222 00		2 027 202 00
Total Expenses	577,115.85	492,482.63	2,162,233.99	595,371.33	3,827,203.80
Excess (Deficiency) of Program					
Revenues Over Expenses	183,258.23	80,020.38	(48,108.88)	(595,371.33)	(380,201.60)
General Revenues					
Interest revenue	-	-	-	5,846.06	5,846.06
CFD revenue for WWTP loan	-	-	167,949.45	-	167,949.45
Property tax	20,963.57	13,750.22	60,575.30	-	95,289.09
Other income	34,701.75	3,443.76	3,661.00	2,934.66	44,741.17
Sugar Bowl expansion	-	176,344.00	-	-	176,344.00
Sugar Bowl contributed capital	-	994,693.00	-	-	994,693.00
Grants	675.00				675.00
Total General Revenues	56,340.32	1,188,230.98	232,185.75	8,780.72	1,485,537.77
Increase (Decrease) in Net Position	\$ 239,598.55	\$ 1,268,251.36	\$ 184,076.87	\$ (586,590.61)	\$ 1,105,336.17
Net Position, Beginning of Year					12,798,744.03
Net Position, End of Period					\$ 13,904,080.20

## DONNER SUMMIT PUBLIC UTILITY DISTRICT STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS BUDGET AND ACTUAL

### BUSINESS-TYPE ACTIVITY - WATER FOR THE TEN MONTHS ENDED APRIL 30, 2024

	Actual Year to Date 4/30/2024		Year to Date Total		Budget Percent Complete 4/30/2024	Remaining Budget 4/30/2024	
Program Revenue							
Water fees	\$	708,522.56	\$	677,677.00	104.55%	\$	30,845.56
Connection fees	•	-	·	-	0.00%	•	-
Big Bend service fees		31,080.00		31,546.00	98.52%		(466.00)
Big Bend assessment		20,771.52		20,772.00	100.00%		(0.48)
Total Program Revenue		760,374.08		729,995.00	104.16%		30,379.08
Expenses							
Salaries-operations		115,353.13		129,183.00	89.29%		13,829.87
Overtime		13,203.90		13,295.00	99.31%		91.10
Employee benefits and taxes		37,068.86		52,477.00	70.64%		15,408.14
Professional fees		70,959.71		115,452.00	61.46%		44,492.29
Dues and subscriptions		210.00		680.00	30.88%		470.00
Fees, permits, certifications, leases		15,756.71		17,530.00	89.88%		1,773.29
Training, education, travel		464.58		1,000.00	46.46%		535.42
Insurance		43,432.82		47,700.00	91.05%		4,267.18
Office supplies and miscellaneous		236.00		550.00	42.91%		314.00
Utilities, communications, telemetry		54,284.30		50,309.00	107.90%		(3,975.30)
Chemicals and lab supplies		12,554.83		30,000.00	41.85%		17,445.17
Laboratory testing		2,311.00		5,000.00	46.22%		2,689.00
Equipment maintenance and repair		15,044.76		39,645.00	37.95%		24,600.24
Small equipment and rental		21,281.99		3,150.00	675.62%		(18,131.99)
Operating supplies		498.75		390.00	127.88%		(108.75)
Vehicle maintainance, repair, fuel		2,354.53		5,610.00	41.97%		3,255.47
Facility maintenance and repair		118,502.51		97,313.00	121.77%		(21,189.51)
Angela WTP loan principal and interest		9,093.64		18,188.00	50.00%		9,094.36
Big Bend debt service		19,970.00		19,970.00	100.00%		0.00
Capital equipment		24,533.83		25,676.00	95.55%		1,142.17
Capital projects				37,300.00	0.00%		37,300.00
Total Expenses		577,115.85		710,418.00	81.24%		133,302.15
Excess of Program							
Revenues Over Expenses		183,258.23		19,577.00	936.09%		163,681.23
General Revenues							
Property tax		20,963.57		30,213.00	69.39%		9,249.43
Other income		34,701.75		55,250.00	62.81%		20,548.25
Grants		675.00		20,400.00	100.00%		19,725.00
				105,863.00			
Total General Revenues		56,340.32		105,863.00	232.20%		49,522.68
Increase in Net Position	\$	239,598.55	\$	125,440.00	191.01%	\$	213,203.91

# DONNER SUMMIT PUBLIC UTILITY DISTRICT STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS BUDGET AND ACTUAL BUSINESS-TYPE ACTIVITY - SEWER

#### BUSINESS-TYPE ACTIVITY - SEWER FOR THE TEN MONTHS ENDED APRIL 30, 2024

	Actual Year to Date 4/30/2024		Year to Date Total		Budget Percent Complete 4/30/2024	Remaining Budget 4/30/2024	
Program Revenue							
Sewer fees	\$	572,503.01	\$	483,683.00	118.36%	\$	88,820.01
Connection fees					0.00%		
Total Program Revenue		572,503.01		483,683.00	118.36%		88,820.01
Expenses							
Salaries-operations		97,001.50		108,631.00	89.29%		11,629.50
Overtime		11,103.27		11,180.00	99.31%		76.73
Employee benefits and taxes		28,873.03		44,649.00	64.67%		15,775.97
Professional fees		909.29		-	0.00%		(909.29)
Training, education and travel		-		300.00	0.00%		300.00
Insurance		36,229.50		40,111.00	90.32%		3,881.50
Office supplies and miscellaneous		262.88		550.00	47.80%		287.12
Utilities, communications, telemetry		32,329.64		30,512.00	105.96%		(1,817.64)
Chemicals and lab supplies		-		500.00	0.00%		500.00
Small equipment and rental		21,282.01		-	0.00%		(21,282.01)
Operating supplies		3,416.28		1,200.00	284.69%		(2,216.28)
Infiltration and inflow program		33,014.25		30,000.00	110.05%		(3,014.25)
Equipment maintenance and repair		7,463.25		24,350.00	30.65%		16,886.75
Vehicle maintainance, repair, fuel		7,063.62		5,410.00	130.57%		(1,653.62)
Facility maintenance and repair		4,808.59		7,640.00	62.94%		2,831.41
Capital equipment		17,326.58		18,725.00	92.53%		1,398.42
Sugar Bowl expansion		191,398.94		-			
Capital projects				8,200.00	0.00%		8,200.00
Total Expenses		492,482.63		332,418.00	90.57%		31,334.31
Excess (Deficiency) of Program							
Revenues Over Expenses		80,020.38		151,265.00	179.43%		(71,244.62)
General Revenues							
Property tax		13,750.22		20,353.00	67.56%		(6,602.78)
Other income		3,443.76		3,000.00	114.79%		443.76
Sugar Bowl expansion		176,344.00		-	0.00%		176,344.00
Sugar Bowl contributed capital		994,693.00		_	0.00%		994,693.00
Total General Revenues		1,188,230.98		23,353.00	4333.01%		1,164,877.98
Total General Nevertues		1,100,200.30		20,000.00	+555.0170		1, 104,011.80
Increase in Net Position	\$	1,268,251.36	\$	174,618.00	8.62%	\$	1,093,633.36

## DONNER SUMMIT PUBLIC UTILITY DISTRICT STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS BUDGET AND ACTUAL

### BUSINESS-TYPE ACTIVITY - WASTEWATER TREATMENT FOR THE TEN MONTHS ENDED APRIL 30, 2024

	Actual Year to Date 4/30/2024	Year to Date Total Percen		Remaining Budget 4/30/2024	
Program Revenue					
Sewer fees	\$ 1,717,509.03	\$ 1,531,662.00	112.13%	\$ 185,847.03	
Recycled water sales	Ψ 1,717,000.00	Ψ 1,001,002.00	0.00%	Ψ 100,047.00	
Non-CFD revenue for WWTP loan	3,088.83	281,044.00	1.10%	(277,955.17)	
Sierra Lakes service	393,527.25	547,280.00	71.91%	(153,752.75)	
Total Program Revenue	2,114,125.11	2,359,986.00	89.58%	(245,860.89)	
rotar rogiam rovonao	2,111,120.11	2,000,000.00	00.0070	(210,000.00)	
Expenses					
Salaries-operations	311,977.58	349,380.00	89.29%	37,402.42	
Overtime	35,710.45	35,957.00	99.31%	246.55	
Employee benefits and taxes	100,102.58	143,601.00	69.71%	43,498.42	
Professional fees	25,527.78	52,900.00	48.26%	27,372.22	
Dues and subscriptions	1,897.18	2,200.00	86.24%	302.82	
Fees, permits, certifications, leases	29,755.27	28,000.00	106.27%	(1,755.27)	
Training, education, travel	1,387.18	3,120.00	44.46%	1,732.82	
Insurance	115,532.27	129,006.00	89.56%	13,473.73	
Office supplies and miscellaneous	850.46	2,248.00	37.83%	1,397.54	
Utilities, communications, telemetry	392,694.01	458,000.00	85.74%	65,305.99	
Chemicals and lab supplies	172,102.18	180,380.00	95.41%	8,277.82	
Laboratory testing	33,235.00	26,043.00	127.62%	(7,192.00)	
Small equipment and rental	476.39	1,240.00	38.42%	763.61	
Operating supplies	605.33	375.00	161.42%	(230.33)	
Equipment maintenance and repair	36,490.57	19,420.00	187.90%	(17,070.57)	
Vehicle maintainance, repair, fuel	19,851.98	17,520.00	113.31%	(2,331.98)	
Sludge removal	25,864.45	22,340.00	115.78%	(3,524.45)	
Facility maintenance and repair	44,061.64	61,520.00	71.62%	17,458.36	
Amortization of land lease	19,519.78	21,693.00	89.98%	2,173.22	
WWTP loan	719,191.03	719,191.00	100.00%	(0.03)	
Capital equipment	75,400.88	68,886.00	109.46%	(6,514.88)	
Total Expenses	2,162,233.99	2,343,020.00	92.28%	180,786.01	
rotal Expolloco	2,102,200.00	2,010,020.00	02.2070	100,700.01	
Excess (Deficiency) of Program					
Revenues Over Expenses	(48,108.88)	16,966.00	-283.56%	(65,074.88)	
Revendes ever Expenses	(40,100.00)	10,500.00	200.0070	(00,014.00)	
General Revenues					
CFD revenue for WWTP loan	167,949.45	290,593.00	57.80%	(122,643.55)	
Property tax	60,575.30	86,800.00	69.79%	(26,224.70)	
Other income	3,661.00	00,000.00	0.00%	3,661.00	
Total General Revenues	232,185.75	377,393.00	61.52%	(145,207.25)	
Total Ocholal Nevellues	202,100.70	377,030.00	01.02/0	(170,201.20)	
Increase in Net Position	\$ 184,076.87	\$ 394,359.00	46.68%	\$ 210,282.13	

## DONNER SUMMIT PUBLIC UTILITY DISTRICT STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS BUDGET AND ACTUAL

### BUSINESS-TYPE ACTIVITY - ADMIN FOR THE TEN MONTHS ENDED APRIL 30, 2024

Program Revenue	Actual Year to Date 4/30/2024	Budget Total Fiscal Year 2024	Budget Percent Complete 4/30/2024	Remaining Budget 4/30/2024
Service Fees	\$ -	\$ -	_	\$ -
Total Program Revenue	<u>-</u>	<u> </u>		<u>Ψ</u> -
rotar rogram revenue				
Expenses				
Salaries-operations	252,336.98	287,755.00	87.69%	35,418.02
Overtime	-	3,522.00	0.00%	3,522.00
Employee benefits and taxes	89,105.54	130,669.00	68.19%	41,563.46
Board expense	67,928.07	72,245.00	94.02%	4,316.93
Professional fees	94,646.72	111,600.00	84.81%	16,953.28
Dues and subscriptions	10,027.82	11,400.00	87.96%	1,372.18
Fees, permits, certifications, leases	15,419.97	13,240.00	116.47%	(2,179.97)
Training, education, travel	3,113.64	3,000.00	103.79%	(113.64)
Insurance	10,073.54	11,411.00	88.28%	1,337.46
Office supplies and miscellaneous	7,543.95	9,000.00	83.82%	1,456.05
Utilities, communications, telemetry	40,041.70	34,871.00	114.83%	(5,170.70)
Small equipment and rental	281.87	-	0.00%	(281.87)
Operating supplies	2,766.53	2,080.00	133.01%	(686.53)
Facility maintenance and repair	2,085.00	10,280.00	20.28%	8,195.00
Capital equipment	-	7,500.00	0.00%	7,500.00
Total Expenses	595,371.33	708,573.00	84.02%	113,201.67
Deficiency of Program				
Revenues Over Expenses	(595,371.33)	(708,573.00)	84.02%	113,201.67
Nevenues Over Expenses	(595,57 1.55)	(100,515.00)	04.0270	113,201.07
General Revenues				
Interest revenue	5,846.06	2,000.00	292.30%	3,846.06
Other income	2,934.66	9,000.00	32.61%	(6,065.34)
Grants	· -	-	0.00%	-
Total General Revenues	8,780.72	11,000.00	79.82%	(2,219.28)
Decrease in Net Position	\$ (586,590.61)	\$ (697,573.00)	84.09%	\$ 110,982.39

SUPPLEMENTARY INFORMATION

### DONNER SUMMIT PUBLIC UTILITY DISTRICT SCHEDULE OF BIG BEND TRANSACTIONS FOR THE TEN MONTHS ENDED APRIL 30, 2024

Revenue	\$ 51,851.52
Expenses	
Fees and permits	1,339.00
Telephone	1,384.24
Interest	12,798.07
Loan principal	7,171.93
Electricity	(676.22)
Repairs and maintenance	 1,728.72
Total expenses	 23,745.74
Excess of revenue over expenses	\$ 28,105.78

Agenda Item: 5B

# Donner Summit Public Utility District Board of Directors Regular Meeting Minutes Tuesday, May 21, 2024 - 6:00 P.M. DSPUD Office, 53823 Sherritt Lane, Soda Springs California

**STAFF PRESENT:** Steven Palmer, General Manager; Jim King, Plant Manager;

Deleane Mehler, Office Assistant

**OTHERS PRESENT:** Geoffrey O. Evers, General Counsel, by Zoom

### 1. Call to Order

The Regular Meeting of May 21, 2024 of the Donner Summit Public Utility District Board of Directors was called to order at 6:01 p.m. by President Cathy Preis.

### 2. Roll Call

Cathy Preis, President - Present
Joni Kaufman, Vice President - Present
Dawn Parkhurst, Secretary - Present
Philip Gamick, Director - Present
Craig Combs, Director - Present

### 3. Clear the Agenda- None

**4. Public Participation –** This is time set aside for the public to address the Board on any matter not on the agenda. Comments related to any item already on the agenda should be addressed at the time that that item is considered. Each speaker will be limited to five minutes, but speaker time may be reduced at the discretion of the Board President if there are a large number of speakers on any given subject. None.

#### 5. Consent Calendar

All items listed under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board requests an item to be removed from the Consent Calendar for a separate action. Any items removed will be considered after the motion to approve the Consent Calendar.

- A. Approve Finance Report for May 2024
  - 1. Cash Disbursements-General, Month of April
  - 2. Cash Disbursements-Payroll, Month of April
  - 3. Schedule of Cash and Reserves, March
  - 4. Accountants Financial Statements, March
- B. Approve Regular Meeting Minutes for April 16, 2024
- C. Approve Safety Meeting Minutes for April 2024

Motion: Accept the Consent Calendar

By: Joni Kaufman Second: Phil Gamick

Vote: 5 Ayes, 0 Noes, 0 Absent, 0 Abstain, 0 Vacancy

**Motion Carries** 

Donner Summit Public Utility District Minutes - Regular Meeting May 21, 2024 Page 2

- 6. Department Reports
  - A. Administration Steven Palmer, General Manager. Reported.
  - B. Operations and Maintenance Summary, April. Reported.
- 7. Information None
- 8. Action
  - A. Third Quarter Budget to Actual Report and Budget Amendment Increasing Planned Revenue by \$56,708 and Expenditures by \$22,000. Steve Palmer presented the third quarter Budget to Actual report.

Motion: Approve Third Quarter Budget to Actual Report and Budget

Amendment Increasing Planned Revenue by \$56,708 and

Expenditures by \$22,000.

By: Dawn Parkhurst Second: Craig Combs

Vote: 5 Ayes, 0 Noes, 0 Absent, 0 Abstain, 0 Vacancy

**Motion Carries** 

- B. Review Draft Budget Fiscal Year 2024/2025 Operating Budget and Draft Five Year Capital Improvement Plan. Steve Palmer presented the Draft Budget for the Fiscal Year 2024/2025 and the Draft five year Capital Improvement Plan. No action was taken.
- **9. Director Reports:** In accordance with Government Code Section 54954.2(a), Directors may make brief announcements or brief reports on their own activities (concerning the District). They may ask questions for clarification make a referral to staff or take action to have staff place a matter of business on a future agenda.
- 10. Adjournment

Motion: Adjourn Meeting at 7:00 p.m.

By: Phil Gamick Second: Joni Kaufman

Vote: 5 Ayes, 0 Noes, 0 Absent, 0 Abstain, 0 Vacancy

**Motion Carries** 

### **Schedule of Upcoming Meetings**

Regular Meeting – June 18, 2024 Regular Meeting – July 16, 2024 Regular Meeting – August 21, 2024

Respectfully Submitted,

Deleane Mehler

Deleane Mehler

Administrative Assistant

### Agenda Item: 5C

# Safety / Plant Training Donner Summit PUD WWTP

• Safety Topics : May 2024

### **Backflow preventers**

- Training Notes :
  - o Online

### Attendance:

- 1. Justin Vosburgh
- 2. Sean Patrick
- 3. Josh Shelton
- 4. Jim King
- 5. Deleame Mehler
- 6. Steve Palmer
- 7. Paul Schott

Agenda Item: 5D

#### STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager  $\mathcal{S} \rho$ 

**SUBJECT:** Adopt a Resolution Establishing the Appropriations Limit for Fiscal Year

2024/25

### **RECOMMENDATION**

Adopt Resolution 2024-13 establishing the appropriations limit for Fiscal Year 2024/25.

#### **BACKGROUND**

In November 1979, California voters approved Proposition 4, "The Gann Initiative" which is incorporated in Article XIIIB of the California State Constitution. Proposition 4 limits the amount of tax revenue that government agencies can appropriate. Agencies are required to annually establish and adhere to a limit on the amount of its appropriations (eg. property tax). The annual appropriations limit is calculated based upon the level of appropriations in fiscal year 1979 and subsequent changes in the local population and cost of living. The limit is calculated using a State formula as described in the letter included as Attachment 1.

### **DISCUSSION AND ANALYSIS**

The appropriations limit for Fiscal Year 2024/25 is calculated by multiplying the Fiscal Year 2023/24 limit by the personal income factor (1.0362) and population factor ((0.67+100)/100) identified in the letter in Attachment 1 (\$4,056,440 x 1.0362 x 1.0067). The Fiscal Year 2024/25 appropriations limit for Donner Summit Public Utility District (DSPUD) is \$4,231,403.

As shown in the draft budget, DSPUD expects to collect \$144,234 in property tax in Fiscal Year 2024/25. This is less than the appropriations limit of \$4,231,403.

### **FISCAL IMPACT**

There is no direct fiscal impact by this action.

#### **CEQA ASSESSMENT**

This is not a CEQA Project

### **ATTACHMENTS**

- 1. Letter From State Department of Finance
- 2. Resolution

June 18, 2024 Agenda Item: 5D Attachment 1

April 30, 2024

Dear Fiscal Officer:

### **Price Factor and Population Information**

### **Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

### **Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

### **Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. Finance will certify the higher estimate to the State Controller by June 1, 2024. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Richard Gillihan

RICHARD GILLIHAN
Chief Operating Officer

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income

Fiscal Year	Percentage change
(FY)	over prior year
2024-25	3.62

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

#### 2024-25:

Per Capita Cost of Living Change = 3.62 percent Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio: 3.62 + 100 = 1.0362

100

Population converted to a ratio: 0.17 + 100 = 1.0017

100

Calculation of factor for FY 2024-25: 1.0362 x 1.0017 = 1.0379

County	Percent Change	Population Min	us Exclusions	<u>Total</u> <u>Population</u>
City	23-24	1-1-23	1-1-24	1-1-24
Placer				
Auburn	-0.94	13,344	13,218	13,218
Colfax	-1.09	2,010	1,988	1,988
Lincoln	1.79	52,296	53,231	53,231
Loomis	0.06	6,597	6,601	6,601
Rocklin	0.26	71,420	71,609	71,609
Roseville	1.05	152,726	154,329	154,329
Unincorporated	0.16	111,692	111,868	111,868
County Total	0.67	410,085	412,844	412,844

Attachment C

Annual Percent Change in Population Minus Exclusions\*

January 1, 2023 to January 1, 2024

	•	•	
County	Percent Change	Population M	inus Exclusions
	23-24	1-1-23	1-1-24
ара			
Incorporated	0.47	111,044	111,570
County Total	0.38	132,816	133,324
vada			
Incorporated	-0.01	33,530	33,525
County Total	-0.30	100,421	100,115
ange			
Incorporated	0.29	3,010,335	3,019,168
County Total	0.31	3,140,716	3,150,493
acer			
Incorporated	0.87	298,393	300,976
County Total	0.67	410,085	412,844
ımas			
Incorporated	-1.14	2,099	2,075
County Total	-0.80	18,993	18,841
erside			
Incorporated	0.48	2,021,243	2,030,847
County Total	0.55	2,420,896	2,434,285
cramento			
Incorporated	0.44	972,430	976,744
County Total	0.12	1,572,419	1,574,358
n Benito			
Incorporated	0.73	44,579	44,904
County Total	1.06	65,165	65,853
n Bernardino			
Incorporated	0.48	1,856,711	1,865,629
County Total	0.42	2,143,575	2,152,555

<sup>\*</sup>Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

# RESOLUTION 2024-13 OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT ESTABLISHING APPROPRIATION LIMIT FOR THE 2024/25 FISCAL YEAR

**WHEREAS**, the California constitution Article XIII B establishes and imposes spending limitations upon various governmental entities, including Special Districts or other political subdivisions within the definition of local governments; and

**WHEREAS**, the California government code Section 7900 and following, in implementation of Article XIII B, include within the definition of local agency such as a special district or other political subdivision of the state; and

**WHEREAS**, the government Code Section 7910 requires each local jurisdiction to establish by resolution its appropriations limit for the fiscal year pursuant to said Article XIII B; and

**WHEREAS**, the Board of Directors of the Donner Summit Public Utility District, as an entity of local government, Special district, and body politic, wishes to and intends hereby to establish its appropriations limit for the Fiscal Year 2024/2025.

**NOW THERFORE BE IT RESOLVED**, by the Board of Directors of the Donner Summit Public Utility District as follows:

That for the Fiscal Year 2024/2025 the appropriations limit for this District is hereby established to be and in the amount of \$4,231,403.

**PASSED AND ADOPTED**, this 18th day of June, 2024 at a Regular Meeting of the Board of Directors of the Donner Summit Public Utility District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:	
	DONNER SUMMIT PUBLIC UTILITY DISTRICT
	By: Cathy Preis President, Board of Directors
ATTEST:	,
By: Dawn Parkhurst Secretary of the Board	

### Agenda Item: 5E

#### STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager  $\mathcal{S}$ 

**SUBJECT:** Adopt Resolutions Fixing and Placing the Annual Special Tax Levy for

Community Facilities District No. 1

### **RECOMMENDATION**

Adopt Resolutions 2024-14 and 2024-15 fixing and placing the annual Special Tax Levy for Community Facilities District No. 1.

#### **BACKGROUND**

Donner Summit Public Utility District (DSPUD) formed its Community Facilities District No. 1 (CFD) and authorized levy of the CFD's special tax on October 18, 2011 by Ordinance No. 2011-02, as authorized by the Mello-Roos Community Facilities Act of 1982. This special tax is levied to fund debt service for the wastewater treatment plant upgrade project. DSPUD is authorized to levy this special tax (a direct charge) on the County tax roll for taxable properties within the improvement areas of the CFD.

As required by both Placer and Nevada Counties, DSPUD must annually request that this special tax be placed on the tax roll, warrant the legality of said special taxes, and defend and indemnify the County from any challenge to the legality thereof. DSPUD must also pay reasonable and ordinary charges as prescribed by the County(s) to recoup the cost of placing the direct charges on the tax rolls and collecting this special tax for DSPUD, as provided by Government Code sections 29304 and 51800.

### **DISCUSSION AND ANALYSIS**

To levy this special tax for Fiscal Year 2024/25, DSPUD must adopt attached Resolutions 2024-14 and 2024-15. There are 34 parcels taxed in Nevada County, for a total charge of \$31,666.20; and 132 parcels taxed in Placer County, for a total charge of \$258,927.52. The parcels are listed as exhibits to the attached resolutions.

### **FISCAL IMPACT**

CFD revenue from this special tax is estimated to total \$290,593 for Fiscal Year 2024/25. This revenue is used exclusively for debt service for the wastewater treatment plant upgrade project. Without this revenue DSPUD would be unable to make its annual loan payment.

### **CEQA ASSESSMENT**

This is not a CEQA Project

### **ATTACHMENTS**

- 1. Resolution 2024-14 Nevada County
- 2. Resolution 2024-15 Placer County

### RESOLUTION 2024-14 OF THE

# DONNER SUMMIT PUBLIC UTILITY DISTRICT FIXING AND PLACING A SPECIAL TAX LEVY ON IMPROVEMENT AREAS NO. 1 AND NO. 3 OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT COMMUNITY FACILITIES DISTRICT NO. 1 FOR COLLECTION BY THE COUNTY OF NEVADA

**WHEREAS**, the Donner Summit Public Utility District formed its Community Facilities District No. 1 (the "CFD") and within the CFD formed Improvement Areas No. 1 and No. 3, and is authorized to levy a special tax in such improvement areas, pursuant to and in conformity proceedings taken under the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311 *et seq.* and an Ordinance No. 2011-02 adopted by the legislative board of Donner Summit Public Utility District October 18, 2011, and

**WHEREAS**, as a result of such CFD proceedings, the Donner Summit Public Utility District is authorized to cause the special tax of the CFD an amount of \$593 per Equivalent Dwelling Unit to be billed to taxable properties in respective improvement areas of the CFD by placing the levy of such special tax on the County tax roll; and

**WHEREAS**, the list of parcels charged the special tax, and amount of the special tax for Fiscal Year 2025 is shown in Exhibit A; and

**WHEREAS**, Donner Summit Public Utility District has a Tax Collection Services Contract with Nevada County; and

**WHEREAS**, the County has required as a condition of the collection of such special taxes that the District warrant the legality of said special taxes and defend and indemnify the County from any challenge to the legality thereof.

**NOW, THEREFORE**, Be It Hereby Resolved by the Board of Directors of the Donner Summit Public Utility District (District) that:

- The Auditor-Controller of Nevada County is requested to attach for collection on the Fiscal Year 2025 County tax rolls those taxes, assessments, fees and/or charges in Tax Rate Area 077-005. A copy will be forwarded to the Auditor Controller of the County upon completion and correction of the current list through June 30, 2024.
- 2. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Nevada County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).
- 3. The District releases and discharges Nevada County, and its officers, agents and employees from any and all claims, demands, liabilities, costs

and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by Nevada County of any taxes, assessments, fees and/or charges on behalf of District.

- 4. The District agrees to and shall defend, indemnify and hold harmless Placer County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by Nevada County of any of the District's said taxes, assessments, fees, and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of collection of one of the District's taxes, assessments, fees and/or charges, Nevada County may offset the amount of the judgment from any other monies collected on behalf of District, including property taxes.
- 5. The District agrees that its officers, agents and employees will cooperate with Nevada County in answering questions referred to District by Nevada County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer such persons to Nevada County officers and employees for response.
- 6. The District agrees to pay such reasonable and ordinary charges as Nevada County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

**PASSED AND ADOPTED** this 18th day of June 2024 at a Regular Meeting of the Board of Directors of the Donner Summit Public Utility District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:	
,	Donner Summit Public Utility District
	D
	By: Cathy Preis
ATTEST:	President, Board of Directors
ATTEST.	
Dawn Parkhurst	
Secretary of the Board	

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### RESOLUTION 2024-15 OF THE

### DONNER SUMMIT PUBLIC UTILITY DISTRICT FIXING AND PLACING A SPECIAL TAX LEVY ON IMPROVEMENT AREAS NO. 1 AND NO. 3 OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT COMMUNITY FACILITIES DISTRICT NO. 1 FOR COLLECTION BY THE COUNTY OF PLACER

**WHEREAS**, the Donner Summit Public Utility District formed its Community Facilities District No. 1 (the "CFD") and within the CFD formed Improvement Areas No. 1 and No. 3, and is authorized to levy a special tax in such improvement areas, pursuant to and in conformity proceedings taken under the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311 *et seq.* and an Ordinance No. 2011-02 adopted by the legislative board of Donner Summit Public Utility District October 18, 2011, and

**WHEREAS**, as a result of such CFD proceedings, the Donner Summit Public Utility District is authorized to cause the special tax of the CFD to be billed to taxable properties in respective improvement areas of the CFD by placing the levy of such special tax on the County tax roll; and

**WHEREAS**, the County has required as a condition of the collection of such special taxes that the District warrant the legality of said special taxes and defend and indemnify the County from any challenge to the legality thereof.

**NOW, THEREFORE,** Be It Hereby Resolved by the Board of Directors of the Donner Summit Public Utility District (District) that:

- 1. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges. A copy will be forwarded to the Auditor Controller of the County upon completion and correction of the current list through June 30, 2024.
- The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).
- 3. The District releases and discharges Placer County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by Placer County of any taxes, and assessments, fees and/or charges on behalf of the District.
- 4. The District agrees to and shall defend, indemnify and hold harmless Placer County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of

action, and judgments, in any manner arising out of the collection by Placer County of any of the District's said taxes, assessments, fees, and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of collection of one of the District's taxes, assessments, fees and/or charges, Placer County may offset the amount of the judgment from any other monies collected on behalf of District, including property taxes.

- 5. The District agrees that its officers, agents and employees will cooperate with Placer County in answering questions referred to District by Placer County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer persons to Placer County officers and employees for response.
- 6. The District agrees to pay such reasonable and ordinary charges as Placer County may prescribe to recoup its costs of placement and collection on the tax rolls at the agreed upon rate of 1% of the taxes, assessments, fees and/or charges as provided by Government Code sections 29304 and 51800.

**PASSED AND ADOPTED,** this 18th day of June 2024, at a Regular Meeting of the Board of Directors of the Donner Summit Public Utility District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:	
	Donner Summit Public Utility District
	By:
	Cathy Preis
	President, Board of Directors
ATTEST:	
Dawn Parkhurst	
Secretary of the Board	

ID	ADN D	Tou
ID	APN_D	Tax
	2 069-070-043-000	\$2,965
	9 069-070-053-000	\$6,339
	3 069-080-022-000	\$118,161
	5 069-102-013-000	\$7,116
	6 069-102-017-000	\$1,186
	7 069-102-019-000	\$4,299
	9 069-102-023-000	\$11,528
	1 069-103-002-000	\$593
	2 069-103-003-000	\$593
	3 069-103-004-000	\$593
34	4 069-103-006-000	\$593
	5 069-103-007-000	\$593
36	6 069-103-008-000	\$593
	7 069-103-009-000	\$593
38	3 069-103-010-000	\$593
39	9 069-103-011-000	\$593
40	0 069-103-012-000	\$593
42	2 069-103-016-000	\$593
46	6 069-103-021-000	\$593
47	7 069-103-023-000	\$593
48	3 069-103-024-000	\$593
49	9 069-103-025-000	\$593
50	0 069-103-026-000	\$593
5!	5 069-103-037-000	\$593
56	6 069-103-038-000	\$593
57	7 069-103-039-000	\$593
58	3 069-103-040-000	\$593
6	5 069-103-048-000	\$593
70	0 069-103-055-000	\$593
7:	1 069-103-056-000	\$593
72	2 069-103-057-000	\$593
73	3 069-103-061-000	\$593
74	4 069-103-062-000	\$593
7!	5 069-103-063-000	\$593
83	3 069-103-081-000	\$11,860
	4 069-103-082-000	\$3,558
88	3 069-103-087-000	\$1,186
	9 069-103-088-000	\$593
	3 069-103-095-000	\$593
	4 069-103-096-000	\$593
	6 069-320-006-000	\$7,709
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ID	ADM D	Tour
ID	APN_D	Tax
	3 069-320-014-000	\$593
	9 069-320-015-000	\$593
	0 069-320-016-000	\$593
	1 069-320-017-000	\$593
102	2 069-320-018-000	\$593
103	3 069-320-019-000	\$593
104	1 069-320-020-000	\$593
105	5 069-320-021-000	\$593
106	6 069-320-022-000	\$593
107	7 069-320-023-000	\$593
108	3 069-320-024-000	\$593
109	9 069-320-025-000	\$593
111	1 069-320-027-000	\$593
112	2 069-320-028-000	\$593
113	3 069-320-029-000	\$593
114	1 069-320-030-000	\$593
115	5 069-320-031-000	\$593
116	6 069-320-032-000	\$593
117	7 069-320-033-000	\$593
118	3 069-320-034-000	\$593
119	9 069-320-035-000	\$593
120	0 069-320-036-000	\$593
121	L 069-320-037-000	\$593
122	2 069-320-038-000	\$593
	3 069-320-039-000	\$593
	1 069-320-046-000	\$593
	5 069-320-047-000	\$593
	6 069-320-048-000	\$593
	7 069-320-049-000	\$593
	3 069-320-050-000	\$593
	9 069-320-051-000	\$593
	0 069-320-052-000	\$593
	1 069-320-053-000	\$593
	2 069-320-054-000	\$593
	3 069-320-055-000	\$593
	1 069-320-056-000	\$593
	5 069-320-057-000	\$593
	0 069-320-068-000	\$11,860
	3 069-500-001-000	\$593
	1 069-500-002-000	\$593
145	5 069-500-003-000	\$593

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	6 069-500-004-000	\$593
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	0 104-010-003-000	\$593
	1 104-010-004-000	\$593
	2 104-010-005-000	\$593
15	3 104-010-006-000	\$593
15	4 104-010-007-000	\$593
15	5 104-010-008-000	\$593
15	6 104-010-009-000	\$593
15	7 104-010-011-000	\$593
15	8 104-010-012-000	\$593
15	9 104-010-013-000	\$593
16	0 104-010-014-000	\$593
16	1 104-010-015-000	\$593
16	2 104-010-016-000	\$593
16	3 104-010-017-000	\$593
16	4 104-010-018-000	\$593
16	5 104-010-020-000	\$593
16	6 104-010-021-000	\$593
16	7 104-010-022-000	\$593
16	8 104-010-023-000	\$593
16	9 104-010-024-000	\$593
17	0 104-010-025-000	\$593
17	1 104-010-026-000	\$593
17	2 104-010-027-000	\$593
17	4 104-020-001-000	\$593
17	5 104-020-002-000	\$593
	6 104-020-003-000	\$593
	7 104-020-004-000	\$593
17		\$593
	9 104-020-006-000	\$593
	0 104-020-007-000	\$593
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June 18, 2024 Agenda Item: 5E Attachment 2

ID	APN_D	Tax
190	104-020-017-000	\$593
191	104-020-018-000	\$593
192	104-020-019-000	\$593
193	104-020-020-000	\$593
194	104-020-021-000	\$593
195	104-020-022-000	\$593
196	104-020-023-000	\$593
197	104-020-024-000	\$593
198	104-020-025-000	\$593

\$258,928

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### Agenda Item: 5F

#### STAFF REPORT

**TO:** Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager  $\mathcal{S}$ 

**SUBJECT:** Adopt Resolutions Requesting Collection of Unpaid Charges on the County

Tax Rolls

#### RECOMMENDATION

Adopt Resolutions 2024-16 and 2024-17 requesting collection of unpaid charges on the County tax rolls.

#### **BACKGROUND**

Section 16469 of the California Public Utilities Code allows the Donner Summit Public Utility District (DSPUD) to place unpaid charges on the County tax rolls.

As required by both Placer and Nevada County, DSPUD must submit a request, warrant the legality of the charges, release and discharge the County from any claims arising from the collection, and defend and indemnify the County from any challenge to the legality thereof. DSPUD must also pay reasonable and ordinary charges as prescribed by the County(s) to recoup the cost of placing on the tax rolls and collecting the special tax, as provided by Government Code sections 29304 and 51800.

### **DISCUSSION AND ANALYSIS**

Staff has identified \$141,885.87 in charges against 34 parcels that have been delinquent for more than 90 days and need to be submitted to the Counties tax rolls. The APNs and amounts are listed in Attachment 1.

DSPUD staff sent out notices to these customers on June 6, 2024. If the customers do not pay by June 30, 2024 then Staff will submit the charges to the County tax rolls.

In order to place the charges on the tax roll for Fiscal Year 2024/25, DSPUD must adopt attached Resolutions 2024-16 and 2024-17.

#### **FISCAL IMPACT**

This action will result in the collection of \$141,885.87 of delinquent charges.

### **CEQA ASSESSMENT**

This is not a CEQA Project

#### **ATTACHMENTS**

- Parcel List
- 2. Resolutions

APN	AMOUN	Т	
NEVADA COUNTY			
047-071-011	\$	2,956.23	
047-420-006		1,698.84	
047-090-009	\$	3,348.60	
047-102-006		3,404.02	
047-102-046		6,740.64	
047-101-017		2,986.08	
047-102-017		3,941.64	
047-040-002	\$	3,348.60	
047-040-009	\$	3,941.64	
047-440-011	\$ \$	8,579.80	
047-040-008	\$	1,698.84	
047-101-012		3,941.64	
047-070-003		5,275.98	
047-030-005	\$	3,989.64	
017-490-007		2,909.14	
047-102-005		3,348.60	
047-040-009		4,203.30	
047-030-004		3,989.64	
047-380-001	\$	3,941.64	
017-490-029	\$ \$	2,956.23	
017-050-006		3,348.60	
047-070-005	\$	3,348.60	
047-400-007	\$	6,313.62	
047-071-001	\$	2,956.23	
Subtotal Nevada County	10	3,167.79	
DI ACED C	CUNTY		
PLACER 0 104-020-022		2 249 60	
		3,348.60	
069-103-023	·	1,794.79	
069-103-010		7,697.14	
104-020-018 069-103-096		4,442.76	
	т —	3,487.20	
104-020-020		4,442.76 4,442.76	
069-103-055		•	
	Φ		
104-020-005 069-102-006 069-103-024 Subtotal Placer County Grand Total	\$ \$	4,442.76 1,287.24 3,332.07 8,718.08 1,885.87	

# RESOLUTION 2024-16 OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT REQUESTING COLLECTION OF CHARGES ON THE NEVADA COUNTY TAX ROLL

**WHEREAS**, the Donner Summit Public Utility District (hereinafter "District") requests the County of Nevada collect on the County tax rolls certain charges which have been imposed pursuant to section 16469 of the California Public Utilities Code by the District, and

**WHEREAS**, the list of parcels charged and amount of the charges for Fiscal Year 2025 is shown in Exhibit A; and

**WHEREAS**, the County has required as a condition of the collection of said charges that the District warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

**NOW, THEREFORE**, Be It Hereby Resolved by the Board of Directors that:

- The Auditor-Controller of Nevada County is requested to attach for collection on the Fiscal Year 2024 County tax rolls those taxes, assessments, fees and/or charges in Tax Rate Area 077-005. Upon completion and correction of the current list through June 30, 2024, a copy will be forwarded to the Auditor Controller of the County.
- 2. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Nevada County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).
- 3. The District releases and discharges Nevada County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by Nevada County of any taxes, assessments, fees and/or charges on behalf of District.
- 4. The District agrees to and shall defend, indemnify and hold harmless Nevada County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by Nevada County of any of District's said taxes, assessments, fees and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of

- District's taxes, assessments, fees and/or charges, Nevada County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.
- 5. The District agrees that its officers, agents and employees will cooperate with Nevada County in answering questions referred to District by Nevada County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer such persons to Nevada County officers and employees for response.
- 6. The District agrees to pay such reasonable and ordinary charges as Nevada County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

**PASSED AND ADOPTED** this 18th day of June 2024 at a Regular Meeting of the Board of Directors of the Donner Summit Public Utility District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:	
	Donner Summit Public Utility District
	By: Cathy Preis President, Board of Directors
ATTEST:	
Dawn Parkhurst Secretary of the Board	

# RESOLUTION 2024-17 OF THE DONNER SUMMIT PUBLIC UTILTIY DISTRICT REQUESTING COLLECTION OF CHARGES ON THE PLACER COUNTY TAX ROLL

**WHEREAS**, the Donner Summit Public Utility District (hereinafter "District") requests the County of Placer collect on the County Tax Rolls certain charges which have been imposed pursuant to section 16469 of the California Public Utilities Code by the District, and

**WHEREAS**, the County has required as a condition of collection of said charges that the District warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

**NOW, THEREFORE,** Be It Hereby Resolved by the Board of Directors of the Donner Summit Public Utility District that:

- 1. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges. Upon completion and correction of the current list through June 30, 2024, a copy will be forwarded to the Auditor Controller of the County.
- 2. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).
- 3. The District releases and discharges Placer County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by Placer County of any taxes, and assessments, fees and/or charges on behalf of the District.
- 4. The District agrees to and shall defend, indemnify and hold harmless Placer County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by Placer County of any of the District's said taxes, assessments, fees, and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of collection of one of the District's taxes, assessments, fees and/or charges, Placer County may offset the amount of the judgment from any other monies collected on behalf of District, including property taxes.

- 5. The District agrees that its officers, agents and employees will cooperate with Placer County in answering questions referred to District by Placer County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer persons to Placer County officers and employees for response.
- 6. The District agrees to pay such reasonable and ordinary charges as Placer County may prescribe to recoup its costs in placing on the tax rolls and collection of the taxes, assessments, fees and/or charges as provided by Government Code sections 29304 and 51800.

**PASSED AND ADOPTED**, this 18th day of June 2024, at a Regular Meeting of the Board of Directors of the Donner Summit Public Utility District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:	
	Donner Summit Public Utility District
	By:
	Cathy Preis President, Board of Directors
ATTEST:	
Dawn Parkhurst	
Secretary of the Board	

### Agenda Item: 6A

#### STAFF REPORT

**TO:** Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager SP

**SUBJECT:** General Manager Report

### **Project Updates**

### Sugar Bowl West and East Village Sewer Project

Construction planned to start July 8. CFD and bond election ballots due June 25, 2024.

### Big Bend Water Line Replacement Project Phase 1

Item on today's agenda.

### Leak Detection Survey

I have been working with the California Department of Water Resources Small Suppliers Water Conservation Assistance Program to identify grant funding opportunities. We are eligible for a no cost leak detection survey that would help identify leaks in the Lake Angela water system and the Big Bend Water System. Preliminary work has started.

### **Upcoming Board Items**

#### July

- Special District Risk Management Authority Board Election
- Sugar Bowl Sewer CFD Election

#### August

- General Manager Performance Evaluation (Closed Session)
- Unaudited Fiscal Year 32024 budget to actual report

### Agenda Item: 6B

June 18, 2024 Agenda Item: 6B

# DONNER SUMMIT PUBLIC UTILITY DISTRICT WASTEWATER AND FRESH WATER TREATMENT PLANTS END OF MONTH OPERATIONS AND MAINTENANCE SUMMARY

**May 2024** 

### Donner Summit Public Utility District Waste Water Flow Data

June 18, 2024 <del>Agen</del>da Item: 6B

,						ic vvaic					
	ONTH OF May 2024	DSPUD Influent	SLCWD Influent	Total Plant Influent	Total Plant EFF River	Total Plant EFF Irr Storage	Total Plant EFF Irr Delivery	DSPUD Fresh Water Treated	SLCWD Fresh Water Treated	Weather	A Lake Angela Water Level
DATE	DAY	MGD	MGD	MGD	MGD	MGD	MGD	MGD	MGD	Cond	Elevation
05/01/24	WED	0.2070	0.1020	0.3090	0.308	0.0000	0.0000	0.258	0.0627	Clear	7189.8
05/02/24	THU	0.2042	0.1048	0.3090	0.297	0.0000	0.0000	0.218	0.0679	Clear	
05/03/24	FRI	0.2263	0.1057	0.3320	0.295	0.0000	0.0000	0.216	0.0000	Clear	
05/04/24	SAT	0.2558	0.1162	0.3720	0.362	0.0000	0.0000	0.184	0.0495	Cloudy	
05/05/24	SUN	0.1365	0.0945	0.2310	0.259	0.0000	0.0000	0.245	0.0000	Snow	4" Snow
05/06/24	MON	0.1633	0.0967	0.2600	0.294	0.0000	0.0000	0.170	0.1283	Clear	
05/07/24	TUE	0.1593	0.0917	0.2510	0.230	0.0000	0.0000	0.189	0.0000	Clear	
05/08/24	WED	0.2063	0.0887	0.2950	0.318	0.0000	0.0000	0.205	0.0783	Clear	
05/09/24	THU	0.1918	0.0742	0.2660	0.361	0.0000	0.0000	0.129	0.0785	Clear	
05/10/24	FRI	0.1880	0.0830	0.2710	0.343	0.0000	0.0000	0.128	0.0000	Clear	
05/11/24	SAT	0.1918	0.0972	0.2890	0.322	0.0000	0.0000	0.109	0.0000	Clear	
05/12/24	SUN	0.2244	0.0976	0.3220	0.279	0.0000	0.0000	0.101	0.0000	Clear	
05/13/24	MON	0.2197	0.1113	0.3310	0.400	0.0000	0.0000	0.122	0.0264	Clear	
05/14/24	TUE	0.2501	0.1139	0.3640	0.384	0.0000	0.0000	0.123	0.0442	Clear	
05/15/24	WED	0.2599	0.1201	0.3800	0.330	0.0000	0.0000	0.103	0.0000	Clear	
05/16/24	THU	0.2351	0.1119	0.3470	0.346	0.0000	0.0000	0.147	0.0603	Clear	
05/17/24	FRI	0.2131	0.1089	0.3220	0.352	0.0000	0.0000	0.125	0.0000	Clear	
05/18/24	SAT	0.2032	0.1098	0.3130	0.314	0.0000	0.0000	0.124	0.0000	Clear	
05/19/24	SUN	0.2336	0.1084	0.3420	0.304	0.0000	0.0000	0.197	0.0000	Clear	
05/20/24	MON	0.2104	0.1026	0.3130	0.320	0.0000	0.0000	0.201	0.0656	Clear	
05/21/24	TUE	0.1952	0.0968	0.2920	0.333	0.0000	0.0000	0.124	0.0668	Clear	
05/22/24	WED	0.1937	0.0943	0.2880	0.284	0.0000	0.0000	0.185	0.0397	Clear	
05/23/24	THU	0.1938	0.0932	0.2870	0.274	0.0000	0.0000	0.218	0.0351	Clear	
05/24/24	FRI	0.1894	0.0906	0.2800	0.276	0.0000	0.0000	0.242	0.0000	Clear	
05/25/24	SAT	0.1418	0.1042	0.2460	0.246	0.0000	0.0000	0.376	0.0000	Clear	
05/26/24	SUN	0.1643	0.1077	0.2720	0.235	0.0000	0.0000	0.110	0.0000	Clear	
05/27/24	MON	0.1579	0.1061	0.2640	0.279	0.0000	0.0000	0.073	0.0581	Clear	
05/28/24	TUE	0.1609	0.1141	0.2750	0.231	0.0000	0.0000	0.191	0.0715	Clear	
05/29/24	WED	0.2115	0.0905	0.3020	0.281	0.0000	0.0000	0.091	0.0712	Clear	
05/30/24	THU	0.1771	0.0849	0.2620	0.302	0.0000	0.0000	0.106	0.1116	Clear	
05/31/24	FRI	0.1236	0.0844	0.2080	0.247	0.0000	0.0000	0.137	0.0000	Clear	7192.2
										Rise	(2.4')
5/2024	4 Daily Totals	6.0892	3.1058	9.1950	9.4060	0.0000	0.0000	5.1470	1.1155	<u>-</u>	
5/2024	Totalizer Total	6.0892	3.1058	9.1950	9.4060	0.0000	0.0000	5.1470	1.0347		
D	ifference	0.00003	-0.00003	0.00000	0.0000	0.0000	N/A	0.0000	-0.0808	l	
Percent	tage Difference	0.00%	-0.001%	0.000%	0.000%	#DIV/0!	N/A	0.000%	-7.811%		
5/202	24 AVG/DAY	196,426	100,187	296,613	303,419	0	0	166,032	33,377		
Percenta	age Flow SLCWD		33.777%								

5/2023 Totalizer Total	6.94678	3.18322	10.1300	10.749	0.000	0.000	5.1000	1.2354
5/2023 AVG/DAY	224,090	102,685	326,774	346,739	0	0	164,516	39,851
Percentage Flow SLCWD		31.424%						

# Donner Summit Public Utility District WWTP & WTP End of Month Operations and Maintenance Summary

Prepared for: Steve Palmer, General Manager

Prepared by: Jim King, Plant Manager

**Date:** May 2024

### **Operations WWTP**

• Discharged 9.4 MG to the river.

• Cleared river access road of snow and downed trees.





- Trouble shot problems with the SCADA system due to power fluctuations in the plant. Staff, with the help of Control Point, had to reset multiple electronic components.
- Staff worked with the district manager on the 24/25 budget.
- Continued sludge drying bed use. Filled four sludge dumpsters disposal.





- ♦ Continued testing the sewer collection system for zinc. Also began tested drinking water in different areas of the district. Continue to test the plant influent and effluent weekly to check zinc levels.
- ♦ Made DO and flow adjustments to the reactors for summer operations.



- Continue with Micro C to the treatment reactors to manage with changing flows and loads.
- Discontinued use of the heat exchanges for reactor temperature adjustment for the summer and part of fall.
- ♦ Staff continued to gather flow meter data from sewer pump stations L-8 and N-2 that services Sugar Bowl.
- ♦ Processed 3 USA dig tickets.

### **Operations Water Plant**

- Staff continued data gathering for the lead and copper pipe inventory requirements for the state.
- ♦ On 5/23 during routine Presence/Absence coliform sampling and testing within the distribution system (Zone 9 Judah Lodge), the sample that was collected, sent in and tested came back positive for possible coliform bacteria contamination. Per state requirements and guidelines, repeat samples were collected on 5/24 at the routine sample site and three locations downstream from the routine sample site. All samples came back as negative. The cause of the positive sample is still unclear, as there was above adequate chlorine residual at the time of the routine sample. The causes could range from bad sampling technique to lab error. Staff was reminded of the importance of proper collection and transportation of samples.
- Completed and sent out monthly potable water reports to DHS.
- Closed the gate at Lake Angela dam to begin filling the lake to maximum level.





- Uncovered the meter vault for Caltrans Rest Area in preparation for possible meter replacement and vault piping reconfiguration.
- ♦ Shut off water service at 21653 DPR per homeowner's request.

### **Repairs and Maintenance WWTP**

• Staff met with the Aerzen Blower representative to discuss problems with the VFD's that run the EQ and sludge tank blowers.





• Replaced a ballast card for UV Train 2 Vessel 1.



• Staff assisted Holt Tractor with maintenance on the plant standby generators.



• Replaced the pressure gauges on membrane air compressor #2.



### **Repairs and Maintenance WTP**

• Repaired hydrant meter at the gas station.



- Replaced a G-5 box on DPR and Portia Way.
- Performed quarterly turbidity meter calibrations.



• Repaired a water leak in front of 21812 T Bar Ct due to damage caused by power pole installation.





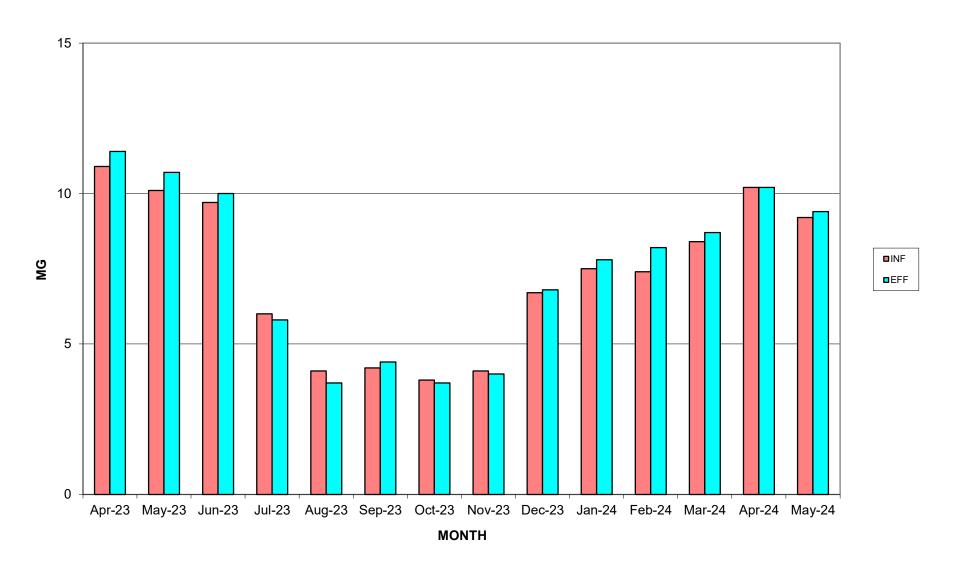


♦ Had a report of a water leak on 10156 Hill Rd. Staff determined the leak was on the district side of the meter and called in a USA 811 dig ticket and began repairs.

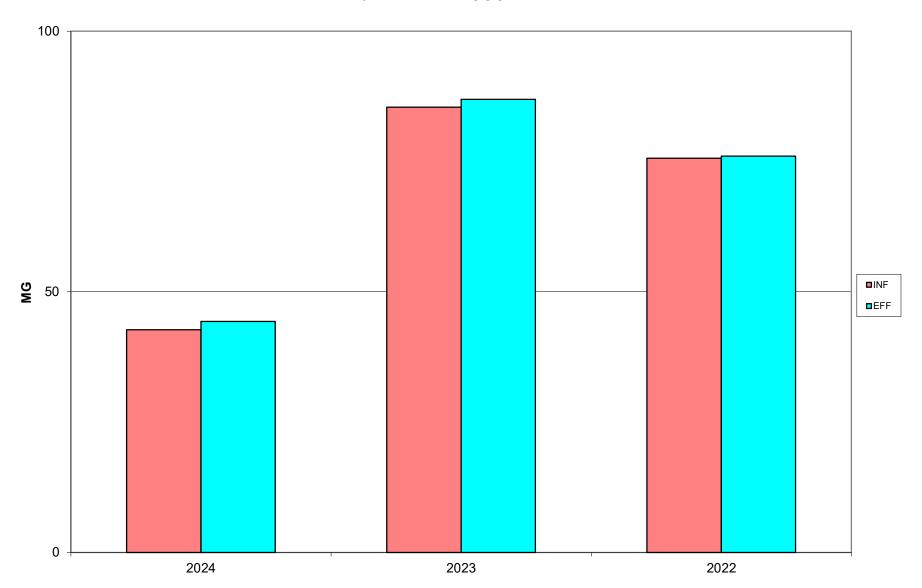
### **Laboratory**

- Continued river discharge monitoring.
- Continued testing for zinc residuals out in the districts collection and distribution system.

### DONNER SUMMIT PUD WWTP TOTAL INFLUENT FLOW TO TOTAL EFFLUENT FLOW YEAR 2023/2024

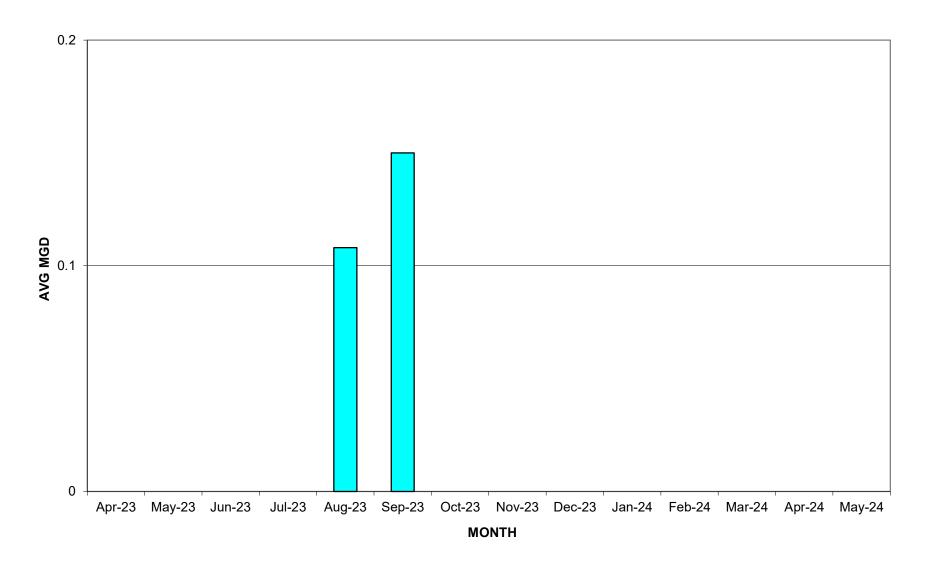


### DONNER SUMMIT PUD WWTP ANNUAL TOTAL INFLUENT FLOW TO TOTAL EFFLUENT FLOW 2024 DATA THROUGH MAY



**DONNER SUMMIT PUD WWTP** 

### AVG EFFLUENT FLOW TO LAND IRRIGATION YEARS 2023/2024



### Agenda Item: 8A

### STAFF REPORT

**TO:** Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager  $\nearrow \rho$ 

SUBJECT: Approve Five-Year Capital Improvement Plan and Fiscal Year

2024/25 Budget

### RECOMMENDATION

Review and approve the Five-Year Capital Improvement Plan (CIP) and Fiscal Year 2024/25 Budget.

## **BACKGROUND**

At the April Board meeting, the Chief Plant Operator and General Manager provided the following for Board discussion: presentation regarding District operations, needs assessment, base operating budget, potential additions to operating budget, and capital improvement project list.

Staff received input from the Board, reviewed and updated the capital improvement project list and budget, and prepared drafts for Board review at the May Board meeting. At that Board meeting, the Board generally agreed with the draft CIP, and draft budget as presented. The draft CIP and draft Operating Budget were updated with new information and final versions were prepared for Board adoption.

## **DISCUSSION**

#### CIP

The following table is a summary of the proposed CIP with the funding required for FY24/25, and the funding required for the next five years.

PROJECT	FY	24/25	5 Y	ear Total
Sewer				
Radio System Upgrade	\$	82,000	\$	164,000
Sewer LS Rehabilitation	\$	-	\$	197,000
Sewer LS Norden 1, Norden 2, and No 8 Upgrades	\$	-	\$	300,000
Subtotal Sewer	\$	82,000	\$	661,000
Wastewater Treatment	=		_	
WWTP Membrane Replacement	\$	-	\$	87,000
Reactor 1 Coating	\$	-	\$	150,000
Subtotal WWTP	\$	-	\$	247,000
Subtotal Wastewater	\$	82,000	\$	898,000

PROJECT	FY24/25		5 Year Total	
Water				
Radio System Upgrade	\$	18,000	\$	36,000
Tank Recoating Program	\$	30,000	\$	320,000
Boreal Pump Station Building Repairs	\$	-	\$	80,000
Lake Angela Dam Tendon Tensioning	\$	150,000	\$	150,000
Subtotal Water	\$	198,000	\$	640,000
Big Bend Water			•	
Big Bend Water System Rehabilitation	\$	67,000	\$	67,000
Subtotal Big Bend Water	\$	67,000	\$	67,000
Grand Total	\$	347,000	\$	1,551,000

This list only includes projects that are planned for funding; several projects are not listed due to lack of funding. Additionally, the Sugar Bowl West and East Villages Sewer Extension Project is not included because it is being funded by the property owners.

## **Operating Budget**

## Employee Wages and Salaries

The operating budget includes a cost-of-living adjustment (COLA) of 2.4% for employee wages and salaries. The COLA was calculated as specified in Board Resolution 2022-37, Consumer Price Index for all Urban Consumers for San Francisco, All Items, Not Seasonally Adjusted, February 12-Month Change. The proposed operating budget also increases the salary for the Assistant Plant Manager from \$118,636 to \$150,000 and reduces planned overtime costs from \$70,000 to \$25,000. This increase already includes a cost of living increase and an additional COLA is not applied.

# One-Time Operational Expenses and Capital Acquisitions

The following One-Time Operational Expenses and Capital Acquisitions are included in the draft operating budget.

Description	Amount
WWTP permit renewal	\$ 80,000
Rate/fee study update	\$ 35,000
Fines for zinc discharge	\$ 25,000
Lake Angela weir repairs and crack seal	\$ 35,000
WWTP influent pipe repair	\$ 52,000
SCADA upgrade	\$ 37,000
Headworks heater	\$ 25,000
VFD for solids handling tank blowers	\$ 8,000
Walk behind snowblower	\$ 4,250
Total	\$301,250

A summary of the draft budget for FY24/25 with the recommended One-Time Operational Expenses, Capital Acquisitions, Capital Improvement Projects is summarized below.

Revenue	3
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Revenue			
<del></del>	FY23-24 Projected	FY24-25 Budget	
Water Revenue	ф <b>7</b> 00 005	¢ 704.750	
Water Program Revenue Water General Revenue	\$ 729,995	\$ 761,750	
Total Water Revenue	86,138 \$ 816,133	84,213 \$ 845,963	
Total Water Revenue	φ 610,133	<u> φ 645,963</u>	
Wastewater Revenue			
Wastewater Program Revenue	\$ 2,843,669	\$ 3,001,962	
Wastewater General Revenue	481,959	400,746	
Total Wastewater Revenue	\$ 3,325,628	\$ 3,402,708	
Administration Davanus			
Administration Revenue  Admin Program Revenue	\$ -	\$ -	
Admin General Revenue	υ - 15,000	•	
Total Administration Revenue	\$ 15,000	29,000 \$ 29,000	
Total Administration Nevenue	φ 15,000	φ 29,000	
Total Revenues	\$ 4,156,761	\$ 4,277,671	
<u>Expenses</u>			
Water Expenses			
Salaries and Benefits	\$ 204,808	\$ 209,062	
Materials, Supplies, Services	434,637	269,045	
Debt Service	38,158	38,158	
Capital Equipment	25,676	8,140	
Capital Projects	7,500	265,000	
Total Water Expenses	\$ 710,779	\$ 789,405	
Wastewater Expenses			
Salaries and Benefits	\$ 718,438	\$ 744,044	
Materials, Supplies, Services	1,174,459	1,309,199	
Debt Service	740,884	741,643	
Capital Equipment	94,126	66,110	
Capital Projects	, -	82,000	
Total Wastewater Expenses	\$ 2,727,907	\$ 2,942,996	
Admin Expenses			
Salaries and Benefits	\$ 408,124	\$ 433,967	
Board Expenses	73,539	73,555	
Materials, Supplies, Services	202,164	234,400	
Debt Service	-	201,100	
Capital Equipment	7,500	_	
Capital Projects	- ,500	_	
Total Admin Expenses	\$ 691,327	\$ 741,922	
Total Expenses	\$ 4,130,012	\$ 4,474,323	
	<del>+ -,,</del>	<i>+</i> -,,	

## **ANALYSIS**

The proposed capital improvement plan and operating budget relies on spending \$196,651 from operating reserves. The estimated beginning operating reserve balance on June 30, 2024 is \$431,254, which will decrease to \$234,602 with this draft budget. A graph of the operating reserve fund balance over the last years is shown below.



While the District is making some much needed infrastructure improvements, there are several important one-time expenses and capital improvement projects that are deferred due to lack of funding. There is risk associated with deferring these improvements. The risk is that some of these facilities may fail and require emergency repairs. To stop this pattern of deferring improvements, the District needs to increase revenue or decrease annual operating expenses. The District's main source of revenue for operating costs is utility rates. These rates require a formal evaluation and process to increase. Decreasing annual operating expenses is also very difficult because most of the District costs are related to loan payments, utilities, chemicals, and employee wages and benefits.

### RECOMMENDATIONS

Adopt Resolution 2024-18 approving the Five-Year Capital Improvement Plan and Fiscal Year 2024/2025 Operating Budget including a 2.4% COLA for District staff wages.

### **FISCAL IMPACT**

The District needs to adopt an annual operating budget for the upcoming fiscal year before July 1, 2024. This draft capital improvement plan and budget are projected to cause the operating reserve balance to decrease from \$431,254 to \$234,602 from July 1, 2024 to June 30, 2025.

CEQA ASSESSMENT
This is not a CEQA project.

# ATTACHMENTS 1. Presentation

- Capital Improvement Plan
   Operating Budget
   Resolution 2024-18

# PROPOSED CIP AND OPERATING BUDGET

Steven Palmer, General Manager **Donner Summit Public Utility District**June 18, 2024

# CIP SUMMARY

PROJECT		25	5 Year To	otal
Sewer				
Radio System Upgrade	\$	82,000	\$	164,000
Sewer Lift Station Rehabilitation (3, 4, 7)	\$	-	\$	197,000
Sewer Lift Stations Norden 1, Norden 2, and No 8 Upgrades	\$	-	\$	300,000
Subtotal Sewer	\$	82,000	\$	661,000
Wastewater Treatment				
WWTP Membrane Replacement		-	\$	87,000
Reactor 1 Coating		-	\$	150,000
Subtotal WWTP		-	\$	247,000
Total Wastewater	\$	82,000	\$	898,000

# CIP SUMMARY

PROJECT	FY23/24	5 Year Total
Water		
Radio System Upgrade	\$ 18,000	\$ 36,000
Tank Recoating Program	\$ 30,000	\$ 320,000
Boreal Pump Station Repairs	-	\$ 80,000
Lake Angela Dam Tendon Tensioning	\$ 150,000	\$ 150,000
Subtotal Water	\$ 198,000	\$ 640,000
Big Bend Water		
Big Bend Water System Rehabilitation	\$ 67,000	\$ 67,000
Subtotal Big Bend Water	\$ 67,000	\$ 67,000
Total Water	\$ 265,000	\$ 707,000
GRAND TOTAL	\$347,000	\$1,551,000

Operating
Budget
Capital &
One Time

Description	Amount
Wastewater Treatment Plant permit renewal	\$80,000
Rate/fee study update	\$35,000
Fines for zinc discharge	\$25,000
Lake Angela weir repairs and crack seal	\$35,000
WWTP influent pipe supports	\$52,000
SCADA upgrade	\$37,000
Headworks heater	\$25,000
VFD for solids handling tank blowers	\$ 8,000
Walk behind snowblower	\$ 4,250
Total Capital Expenditures and One-Time Operating Expenses	\$301,250

Operating
Budget
Revenues

	FY23-24 Projected		Y24-25 Budget
Water Revenue	-		
Water Revenue	\$	677,677	\$ 709,433
Big Bend Revenue		52,318	52,318
General Revenue		86,138	84,213
Total Water Revenue	\$	816,133	\$ 845,963
Wastewater Revenue			
Wastewater Program Revenue	\$	2,566,286	\$ 2,556,500
CFD Revenue for WWTP Loan		290,593	290,593
Non CFD Revenue for WWTP Loan		281,044	445,462
General Revenue		187,705	110,153
Total Wastewater Revenue	\$	3,325,628	\$3,402,708
Administration Revenue			
Admin Program Revenue	\$	-	\$ -
Admin General Revenue		15,000	29,000
Total Administration Revenue	\$	15,000	\$ 29,000
Total Revenues	\$	4,156,761	\$ <b>4,27</b> 7.67.121

Operating
Budget
Expenses

	FY	23-24			Agenda Item: 8A Attachment 1
	Pro	jected	Βι	udget	
Water Expenses					
Salaries and Benefits	\$	204,808	\$	209,	062
Operating Expenses		434,637		269,	045
Debt Service		38,158		38,	158
Capital Equipment		25,676		8,	140
Capital Projects		7,500		265,	000
Total Water Expenses	\$	710,779	\$	789,	405
Wastewater Expenses					
Salaries and Benefits	\$	718,438	\$	744,	044
Operating Expenses		1,174,459		1,309,	199
Debt Service		740,884		741,	643
Capital Equipment		94,126		66,1	110
Capital Projects		-		82,0	000
Total Wastewater Expenses	\$	2,727,907	\$	2,942,	996
Admin Expenses					
Salaries and Benefits	\$	408,124	\$	433,	967
Board Expenses		73,539		73,	555
Operating Expenses		202,164		234,	000
Debt Service		-			-
Capital Equipment		7,500			-
Capital Projects		-			-
Total Admin Expenses	\$	691,327	\$	741,	922
Total Expenses	\$	4,130,012	\$	4,474,	323 Page 83 of 218
Net Income	\$	26,748	(\$	196,6	551)

# **Analysis**

- Expenses Exceed Expenses by ~\$196,651
- Unrestricted Fund Balance
  - June 30, 2024 Projection = ~\$431,254
  - Minimum = \$1,080,000
  - Target = \$1,620,000
  - June 30, 2025 Projection = \$234,602

# Recommendation

 Adopt Resolution Approving the CIP and FY2024/2025 Operating Budget including the cost of living adjustment



# CAPITAL IMPROVEMENT PLAN 2024/2025 TO 2028/2029

DONNER SUMMIT PUBLIC UTILITY DISTRICT

June 18, 2024

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	Project Summary	

# **APPENDIX A - Project Descriptions**

## I. Introduction

Donner Summit Public Utility District's (District) five-year Capital Improvement Plan (CIP) is a multi-year planning instrument to guide the construction of new facilities/infrastructure; and for the expansion, rehabilitation or replacement of existing District assets. The five-year CIP is developed by Staff and adopted by the Board of Directors, then becomes the guiding document for the prioritization of projects.

The information included in the CIP is based on the current information available and updated regularly to reflect changing priorities, funding availability and project completion. A new five-year CIP will be submitted to the Board annually with recommended adjustments to project budgets, funding sources, descriptions, and/or schedules. Inclusion of a project in the CIP does not commit the District to specific expenditures or appropriations for any particular project.

The CIP includes all projects and programs expected to be undertaken during the next five fiscal years. Specific projects and related schedules are selected based upon:

- Availability of funding
- · Minimizing disruptions associated with construction activity
- Board direction

The planned project list has been limited significantly to meet available funding.

### II. Infrastructure

District infrastructure includes the water and wastewater physical structures, systems, and facilities needed to provide services to customers and for the functioning of a community and its economy. Infrastructure impacts public health, safety, and the quality of life for District customers and residents. Decisions made regarding infrastructure projects are very important because they are generally large and expensive, and the assets created will require decades of public use.

The District is responsible for maintaining the following infrastructure:

- Over twelve (12) miles of water pipeline
- Two (2) water treatment plants
- Four (4) water storage tanks
- One (1) water pumping station
- One (1) raw water reservoir
- One (1) State regulated dams
- Over eleven (11) miles of sewer pipelines
- Eight (8) sewer lift stations
- One (1) wastewater treatment plant
- Corporation yard and office building

Providing ongoing maintenance and repair, such as repairing or replacing water and wastewater piping, is vital for maintaining the condition of assets. When maintenance and

repair is not fully funded, deferred maintenance and capital improvement costs increase significantly. Compounding the problem, as assets continue to deteriorate, the cost of repair exponentially increases and can result in peripheral damage. For example, deferring roof replacement could later result in needing to replace the roof structural members, walls, and floor of a building.

Over the last several years, the District's financial priorities have been to upgrade the wastewater treatment plant, upgrade the water treatment plant at Lake Angela, and construct a new water treatment plant at Big Bend. These capital projects and the associated debt load have made it impossible for the District to spend money on other capital projects or adequately fund reserves.

# III. Funding Sources

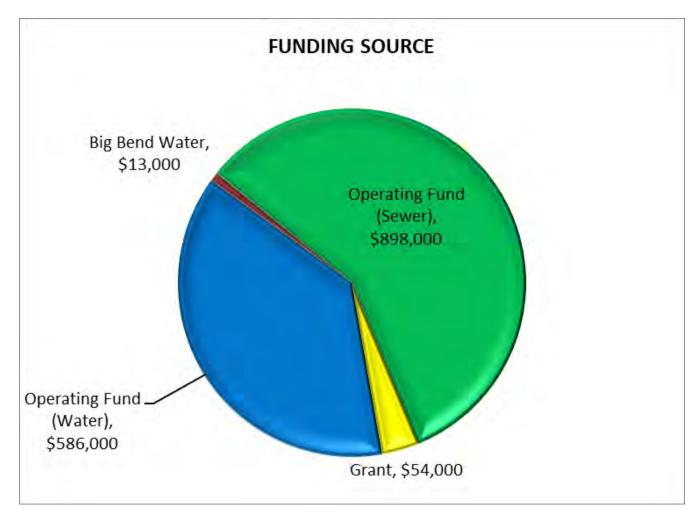
The District does not currently have a Capital Reserve Fund, so the Five-Year CIP is funded from the Operating Fund. The Operating Fund is primarily made up of funding from water rates, wastewater rates, property tax revenue, and capital facilities fees (development impact fees).

The CIP includes Projects that support the treatment and delivery of water; as well as collection, treatment, and disposal of wastewater. The District complies with all applicable local, state and federal regulations related to water and wastewater. The table below summarizes the funding source for projects by fiscal year.

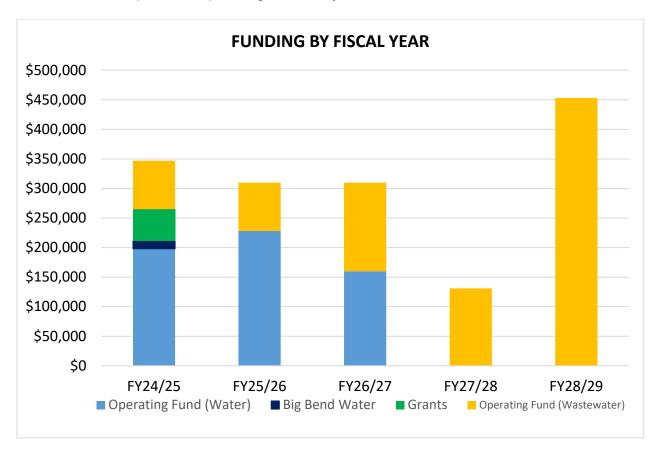
Fund	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	TOTAL
						2025-2029
Operating Fund (Water)	\$198,000	\$228,000	\$160,000	\$0	\$0	\$586,000
Big Bend Water	\$ 13,000	\$0	\$0	\$0	\$0	\$ 13,000
Grants	\$ 54,000	\$0	\$0	\$0	\$0	\$ 54,000
Operating Fund	\$ 82,000	\$ 82,000	\$150,000	\$131,000	\$453,000	\$898,000
(Wastewater)						
Total	\$347,000	\$310,000	\$310,000	\$131,000	\$453,000	\$1,551,000

The District has been awarded two grants totaling \$54,000 from the Placer County Water Agency (PCWA) Financial Assistance Program (FAP) for the Big Bend Water System Water Line Rehabilitation Project. This grant is to be used for engineering and environmental work needed to replace the treated water lines through the campground (Phase 1). These grants are included in the funding sources for Fiscal Year 2024/2025. The grant does not fund construction costs and there currently isn't funding identified for construction.

The following chart illustrates funding sources for all five fiscal years in the CIP.



The last chart depicts the spending for each year of the CIP.



# **IV. Project Summary**

Capital improvement projects planned in the 2024/2025 to 2028/2029 Capital Improvement Plan are listed on the next page. A project is only listed if there is funding planned during Fiscal Year 2024/25 through Fiscal Year 2028/29. Detailed project cost estimates with expenditure plans for each project listed below are included in Appendix A.

# PROJECT LIST - CIP 2024/25 THROUGH 2028/29

PROJECT	FY	24/25	FY	25/26	FY	26/27	FY	27/28	FY	28/29	5 Y	ear Total
Sewer	I		-		-		I		1			
Radio System Upgrade	\$	82,000	\$	82,000	\$	-	\$	-	\$	-	\$	164,000
Sewer LS Rehabilitation	\$	-	\$	-	\$	-	\$	44,000	\$	153,000	\$	197,000
Sewer LS Norden 1, Norden 2, and No 8 Upgrades	\$	-	\$	-	\$	-	\$	-	\$	300,000	\$	300,000
Subtotal Sewer	\$	82,000	\$	82,000	\$	-	\$	44,000	\$	453,000	\$	661,000
Wastewater Treatn	nent	Plant					•					
WWTP Membrane Replacement	\$	-	\$	-	\$	-	\$	87,000	\$	-	\$	87,000
Reactor 1 Coating	\$	-	\$	-	\$	150,000	\$	-	\$	-	\$	150,000
Subtotal WWTP	\$	-	\$	-	\$	150,000	\$	87,000	\$	-	\$	237,000
Subotal Wastewater	\$	82,000	\$	82,000	\$	150,000	\$	131,000	\$	453,000	\$	898,000
Water			_		_							
Radio System Upgrade	\$	18,000	\$	18,000	\$	-	\$	-	\$	-	\$	36,000
Tank Recoating Program	\$	30,000	\$	130,000	\$	160,000	\$	-	\$	-	\$	320,000
Boreal Pump Station Building Repairs			\$	80,000	\$		\$	-	\$	-	\$	80,000
Lake Angela Dam Tendon Tensioning	\$	150,000			\$	-	\$	-	\$	-	\$	150,000
Subtotal Water	\$	198,000	\$	228,000	\$	160,000	\$	-	\$		\$	640,000
Big Bend Water	<u> </u>		L		L		L		<u>L</u>		L	
Big Bend Water System Rehabilitation	\$	67,000	\$	-	\$	-	\$	-	\$	-	\$	67,000
Subtotal Big Bend	\$	67,000	\$	-	\$	-	\$	-	\$	-	\$	67,000
Grand Total	\$	347,000	\$	310,000	\$	310,000	\$	131,000	\$	453,000	\$ 2	1,551,000

In addition to the projects listed above, the District is delivering the Sugar Bowl Sewer Extension Project Phase 2A for the Sugar Bowl Corporation and one of the property owners. Through an agreement between the three parties, the Sugar Bowl Corporation and the property owner provide deposits of \$1,989,386 to construct the Phase 2A Project. Since this Project is not being paid for by District funds, the associated revenues and expenditures are not included in the Fiscal Year 2024/2025 Budget.

Through a separate agreement, the Sugar Bowl Corporation previously provided a deposit of \$434,956 to form a Financing District; obtain financing (i.e., bonds); and complete all work for necessary permits and preparation of bid documents for West Village Sewer. That deposit will be expended by the end of Fiscal Year 2023/2024. The Financing District and bonds have been submitted to the affected property owners for an election. If those items are approved by the affected property owners, there will be additional revenues and expenditures of \$5,029,027 to construct the remaining phases.

In addition to the above projects, there are several projects that are needed within the next five-years but lack sufficient funding at this time. Those projects are listed below in the unfunded projects table. District staff continues to seek other funding sources (eg. Assessment Districts, Grants) for these projects.

## **UNFUNDED PROJECT LIST**

PROJECT	Project Cost
Sewer	
Sewer Lift Station 2 Upgrade	\$ 1,017,500
Subtotal Wastewater	\$ 1,017,500
Water (Big Bend)	
Big Bend Tank Repair / Coating	\$ 100,000
Big Bend Water System Rehabilitation	\$ 1,293,850
Big Bend Water Source Line Replacement	\$ 360,900
Subtotal Water (Big Bend)	\$ 1,754,750
Grand Total	\$ 2,772,250

# APPENDIX A PROJECT DESCRIPTIONS

Project Name:

Radio System Upgrade

**Project Number:** 

Project Description: Upgrade radio system to reduce visits to remote facilities

Funding Sources:

Sources	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
General Fund (Water)	1,305	18,000	18,000					37,305
Big Bend Water								0
General Fund (Sewer)	7,397	82,000	82,000				0	171,397
Grant								
Loan								0
Other								
Unfunded								0
Total	8,702	100,000	100,000	0	0	0	0	208,702

Elements	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
Preliminary Engineering	8,702	20,000						28,702
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract		80,000	100,000					180,000
Other CIP Costs								0
Other								0
Total	8,702	100,000	100,000	0	0	0	0	208,702

Project Name: Sewer L

Sewer Lift Station Rehabilitation (3, 4, 7)

**Project Number:** 

Project Description: Rehabilitate/Replace Lift Stations 3, 4, 7. Potential improvements to eliminate 3 &4

Funding Sources:

Sources	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
General Fund (Water)								0
Big Bend Water								
General Fund (Sewer)					44,000	153,000	867,000	1,064,000
Grant								
Loan								0
Other								
Unfunded								0
Total	0	0	0	0	44,000	153,000	867,000	1,064,000

Elements	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
Preliminary Engineering					39,000	19,500	97,000	155,500
Environmental								0
Land/ROW Acquisition								0
Construction Engineering					5,000	10,000	55,000	70,000
Construction Contract						123,500	715,000	838,500
Other CIP Costs								0
Other								0
Total	0	0	0	0	44,000	153,000	867,000	1,064,000

Project Name:

Sewer Lift Stations Norden 1, Norden 2, and No 8 Upgrades

Project Number:

Project Description:

Upgrade pumps and provide CARB complaint backup generators

Funding Sources:

Sources	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
General Fund (Water)								0
Big Bend Water								0
General Fund (Sewer)						300,000	150,000	450,000
Grant								0
Loan								0
Other								0
Unfunded								0
Total	0	0	0	0	0	300,000	150,000	450,000

1 Tojout Goot Edimato.								
Elements	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
Preliminary Engineering						24,000	12,000	36,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering						24,000	12,000	36,000
Construction Contract						252,000	126,000	378,000
Other CIP Costs								0
Other								0
Total	0	0	0	0	0	300,000	150,000	450,000

Project Name:

WWTP Membrane Replacement

Project Number:

**Project Description:** 

Replace membranes in wastewater treatment plant

Funding Sources:	'			•				
Sources	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
General Fund (Water)								0
Big Bend Water								
General Fund (Sewer)					87,000			
Grant								
Loan								0
Other								
Unfunded								0
Total	0	0	0	0	87,000	0	0	87,000

1 Tojout Goot Edimato.								
Elements	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
Preliminary Engineering					7,000			7,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering					5,000			5,000
Construction Contract					75,000			75,000
Other CIP Costs								0
Other	·							0
Total	0	0	0	0	87,000	0	0	87,000

Project Name: WWTPP Reactor 1 Coating

Project Number:

Project Description: Recoat Reactor 1

Funding Sources:

Sources	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
General Fund (Water)								0
Big Bend Water								
General Fund (Sewer)				150,000				
Grant								
Loan								0
Other								
Unfunded								0
Total	0	0	0	150,000	0	0	0	150,000

Elements	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
Preliminary Engineering				15,000				15,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering				13,000				13,000
Construction Contract				122,000				122,000
Other CIP Costs								0
Other								0
Total	0	0	0	150,000	0	0	0	150,000

Project Name:

Tank Recoating Program

**Project Number:** 

Project Description:

Periodic recoating of all potable water storage tanks

Funding Sources:		3	•	3				
Sources	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
General Fund (Water)		30,000	130,000	160,000		0	210,000	530,000
Big Bend Water								
General Fund (Sewer)								
Grant								
Loan								0
Other								
Unfunded								0
Total	0	30,000	130,000	160 000	n	0	210 000	530,000

		<b>^</b> 1		
$\nu r \cap$	IDCT	I net	Estimate:	٠

Elements	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
Preliminary Engineering		30,000		30,000			20,000	80,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering							10,000	10,000
Construction Contract			130,000	130,000			180,000	440,000
Other CIP Costs								0
Other								0
Total	0	30,000	130,000	160,000	0	0	210,000	530,000

Project Name:

Boreal Pump Station Building Repairs

**Project Number:** 

**Project Description:** Funding Sources:

Repair building to prevent rodent intrusion and add connection for generator

- arraining e carrocci								
Sources	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
General Fund (Water)			80,000				300,000	380,000
Big Bend Water								
General Fund (Sewer)								
Grant								
Loan								0
Other								
Unfunded								0
Total	0	0	80,000	0	0	0	300,000	380,000

1 Tojout Goot Edimato.								
Elements	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
Preliminary Engineering			20,000				30,000	50,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract			60,000				270,000	330,000
Other CIP Costs								0
Other								0
Total	0	0	80,000	0	0	0	300,000	380,000

Project Name: Lake Angela Dam Tendon Tensioning

Project Number: Project Description:

Check tension of vertical tendons in Lake Angela Dam as required by Dam Safety

Funding Sources:

Sources	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
General Fund (Water)		150,000						150,000
Big Bend Water								
General Fund (Sewer)								
Grant								
Loan								0
Other								
Unfunded								0
Total	0	150,000	0	0	0	0	0	150,000

1 reject e ect = etimater								
Elements	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
Preliminary Engineering		20,000						20,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract		130,000						130,000
Other CIP Costs								0
Other								0
Total	0	150,000	0	0	0	0	0	150,000

Project Name:

Big Bend Water System Rehabilitation

**Project Number:** 

Project Description:

Replace water lines and construct new treated water tank

Funding Sources:

Sources	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
General Fund (Water)								
Big Bend Water		13,000						
General Fund (Sewer)								
Grant		54,000						
Loan								0
Other								
Unfunded							1,293,850	1,293,850
Total	0	67,000	0	0	0	0	1,293,850	1,360,850

Elements	Prior Years	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	Future Years	Total
Preliminary Engineering		67,000					61,500	128,500
Environmental							15,000	15,000
Land/ROW Acquisition								0
Construction Engineering							86,200	86,200
Construction Contract							1,131,150	1,131,150
Other CIP Costs								0
Other								0
Total	0	67,000	0	0	0	0	1,293,850	1,360,850



# FISCAL YEAR 2024/2025 BUDGET

DONNER SUMMIT PUBLIC UTILITY DISTRICT

June 18, 2024

June 18, 2024

President Preis, Board of Directors, and Customers,

I am submitting the proposed Fiscal Year 2024-25 Operating Budget for the Donner Summit Public Utility District (District). This year's budget is focused on day-to-day operations, critical capital replacements, and important repair and rehabilitation capital projects. The budget relies on reserves to fund some critical capital needs.

# **Background**

The District's operating reserve has been flat over the last year. Unfortunately, needed capital improvements have not been completed since funds have been spent on emergency repairs.

The District updated its rate structure in 2018 which does provide a small amount of funding for capital improvements and contributions to reserves. During my term as General Manager, it has been apparent that the Districts' needs for capital replacement, capital improvements, and adequate reserves exceed the amounts anticipated in the 2018 rate study. A comprehensive rate study update needs to be completed to make sure that the District is able to properly manage it's infrastructure.

## Overview

The budget plans for \$4,277,000 in revenues and \$4,474,323 in expenses. The planned expenses are comprised of \$3,253,272 in operating expenses, \$779,801 in debt service and lease payments, \$74,250 in capital equipment purchases, and \$347,000 in capital project expenses. These expenditures require \$196,651 from reserves and operating reserve funds are projected to decrease to \$234,602 on June 30, 2025. This budget shows an increased effort by the District to maintain and repair infrastructure such as Lake Angela dam, water storage tanks, data acquisition and control systems, and wastewater treatment plant facilities.

Energy and chemical costs appear to have leveled off. A significant portion of District expenses are for utilities needed to operate the wastewater treatment plant, so the District's financial health can be jeopardized by significant increases in the cost of fuel, electricity, propane, and chemicals.

While staffing levels are less than optimal, we haven't experienced any significant disruption. Once significant budgetary issue is the transition of the Assistant Plant Manager from non-exempt to exempt labor class. This is being done in recognition of

the professional level work performed by this position and should provide more predictability for overtime expenses. District staff works very hard to provide quality drinking water and make sure the District's infrastructure is properly maintained; their commitment to our customers is commendable.

Sincerely,

Steven Palmer, PE General Manager

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## I. DSPUD Overview

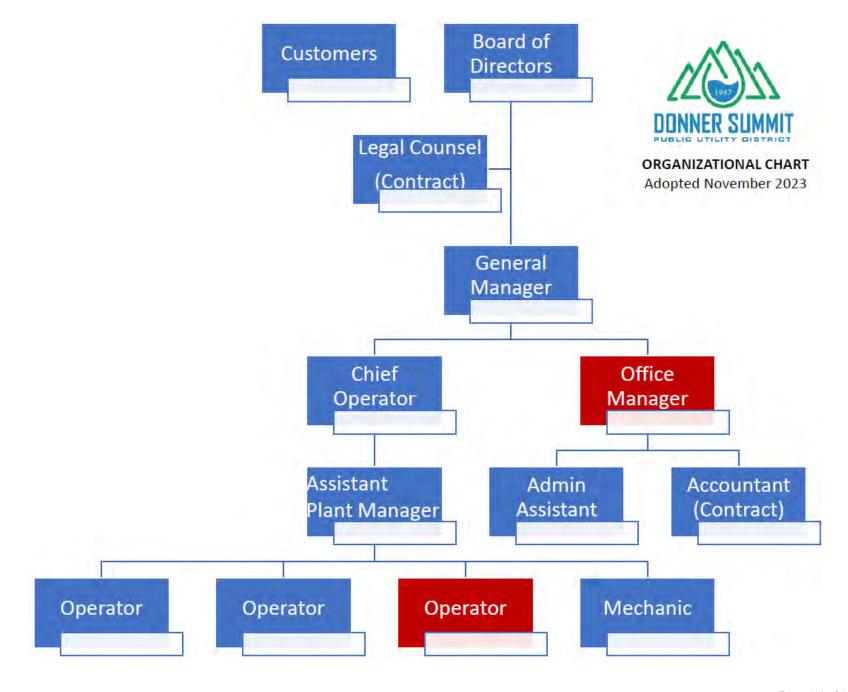
The Donner Summit Public Utility District (District) provides water, wastewater, and recycled water utility services to approximately 355 residential and commercial customers in the communities of Soda Springs, Norden, Sugar Bowl, and Big Bend. Customers include the ski resorts of Boreal, Sugar Bowl, and Donner Ski Ranch. The District also provides wastewater treatment services to the Sierra Lakes County Water District (SLCWD) by separate agreement.

The District service area encompasses approximately 13 square miles near Donner Summit along the Interstate 80 corridor, and lies in both Placer and Nevada County.

# II. District Organizational Chart

The District's current approved organizational chart is presented below. This chart was approved by the Board at the meeting on November 21, 2023. It represents a sustainable structure that will lead to lead to decreased overtime, increased work capacity, improved flexibility and capacity during vacations and illness and on weekends, and improved employee safety on weekends. This organizational chart includes two positions, shown in red, that are not funded at this time: an Office Manager and an additional Operator. This budget does not propose any changes or additional funding.

June 18, 2024 Agenda Item: 8A Attachment 3



#### III. Revenue Sources

This Budget divides District revenues into two broad categories as defined by GASB 34: Program Revenue and General Revenue. Program Revenue is income received from providing water and wastewater services. General Revenue is income received from taxpayers, regardless of whether they benefit from a Program. One example of General Revenue is property tax.

#### A. Program Revenue

#### Water Fees

Water Fees includes revenue generated through water rates paid by customers of the Lake Angela Water System. Water fee revenue projections are based on the 2021 Utility Rates Study by Hansford Economic Consulting, LLC (HEC) and the Board adopted water rates (Ordinance 03-2021). For FY 2024-25, Water Fees are projected to be \$709,433.

#### Big Bend Service Fees

Big Bend Service Fees includes revenue generated from water rates paid by customers served by the Big Bend Water System. Big Bend Water Service Fees increase each year and projections are based on District Ordinance 01-2018 and the Big Bend Cabins Water Charges Study by HEC, dated September 6, 2018. For FY 2024-25, Big Bend Service Fees are projected to be \$31,546.

#### **Big Bend Assessment**

The District financed the cost to construct the Big Bend Water Treatment Plant, and the Big Bend customers had the opportunity to prepay their share of the financing costs. Big Bend customers that did not prepay their share of the debt obligation pay a higher water rate. The Big Bend Assessment is the value of this water rate differential. This revenue is used to fund debt obligations for the loans for the construction of the Big Bend Water Treatment Plant. Big Bend Water Assessment is established by District Ordinance 01-2018 and the Big Bend Cabins Water Charges Study by HEC, dated September 6, 2018.

This water rate differential is fixed at \$185.46 per cabin per quarter, which equates to \$20,772 for FY2024-25.

#### Wastewater Fees

Wastewater Fees includes revenue generated from wastewater rates paid by customers served by the Sewer Collection and Wastewater Treatment Plant. Wastewater rates are established by District Ordinance 04-2021 and revenue projections are based on that ordinance and the 2021 Utility Rates Study by HEC. For FY 2024-25, Wastewater Fees are projected to be \$1,957,323.

Wastewater Fees are allocated to two different budget categories, Sewer Collection and Wastewater Treatment Plant, based on the wastewater expense ratio (24% Sewer Collection and 76% Wastewater Treatment Plant).

#### Recycled Water Sales

This revenue is generated from the sale of recycled water to ski resorts for snow making, and to contractors for construction water. FY2024-25 Recycled Water Sales is expected to be more than FY2023-24 since there are several local Caltrans construction projects active this summer.

#### Non CFD Revenue for Wastewater Treatment Plant Loan

A Community Facilities District (CFD) was formed to fund the obligations of the wastewater treatment plant improvement loan. Certain parcels voted to join the CFD to fund their share of the debt obligations. Parcels that did not join the CFD pay a higher rate on their wastewater utility bill to pay their share of the debt obligations. This rate differential is used to fund debt obligations associated with the wastewater treatment plant improvement loan. The rate differential is fixed through June 30, 2026, with current customers paying \$49.42 per month per equivalent dwelling unit (EDU). Revenue for FY2024-25 from this source is projected to be \$445,462.

#### Sierra Lakes Service Agreement

The District and Sierra Lakes County Water District (SLCWD) executed an agreement dated February 4, 2017, which specifies the terms under which the District will collect and treat wastewater from SLCWD, and the criteria for calculating the annual payment from SLCWD. The annual payment from SLCWD is estimated to be \$572,024 for FY2024-25 operating costs, and \$17,153 for Non-Capacity Expanding Capital Improvements for a total of \$589,177.

#### Connection Fees

Connection Fees are collected from customers when they plan to connect their property to either the water or wastewater systems. These fees are collected to fund new customers share of existing and planned improvements to the water or wastewater system. Very few new connections, if any, are anticipated this year, so this amount is budgeted for zero dollars.

#### B. General Revenue

General Revenue includes property tax revenue, interest income, grants, and lease payments.

#### CFD Revenue for Wastewater Treatment Plant Loan

A Community Facilities District (CFD) was formed to fund the obligations of the wastewater treatment plant improvement loan. Certain parcels voted to join the CFD to fund their share of the debt obligations. This revenue is collected on the annual property tax bill and is 100% allocated to the Wastewater Treatment division. It can only be used to fund debt obligations associated with the wastewater treatment plant improvement loan. The CFD formation documents fixed this special tax at a maximum of \$49.42 per month per EDU, which equals \$290,593 for FY2024-25.

#### Property Tax

The District receives a portion of the ad valorem property tax from Nevada and Placer Counties based on the assessed value of the properties within the District. The actual amount varies based on the tax rate that was established when each individual property annexed into the district. Property tax revenue for FY2024-25 is estimated to be \$137,366, which is 3.2% of total revenue. The District budget allocates property tax revenue to the water, sewer, and wastewater treatment divisions based on the ratio of expenses.

#### Other Income

Other Income includes interest, late charges, grants, sale of assets, and other miscellaneous income. Other Income planned for in FY2024-25 are summarized below.

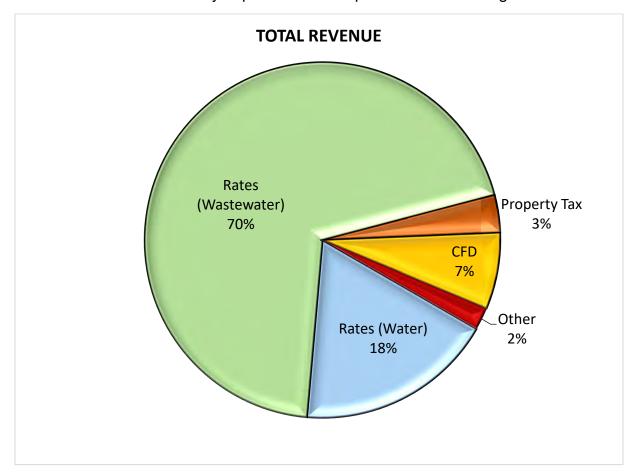
- Interest income is earned on money kept in the District savings account. Interest income is budgeted for \$20,000 in the Administration budget for FY2024-25.
   This is a significant increase over the prior year due to switching to a new bank that pays higher interest rates on savings accounts.
- Truckee Fire reimburses the District for propane and electricity use at Station 97. The Administration budget includes \$9,000 in revenue for this reimbursement.
- The District expects to receive \$54,000 from one grant this fiscal year. The grant
  is from the Placer County Water Agency Financial Assistance Program and can
  only be spent on engineering and environmental work for the Big Bend Water
  System Pipeline Replacement Project. In this budget, that grant is included in
  the Water Budget as General Revenue.

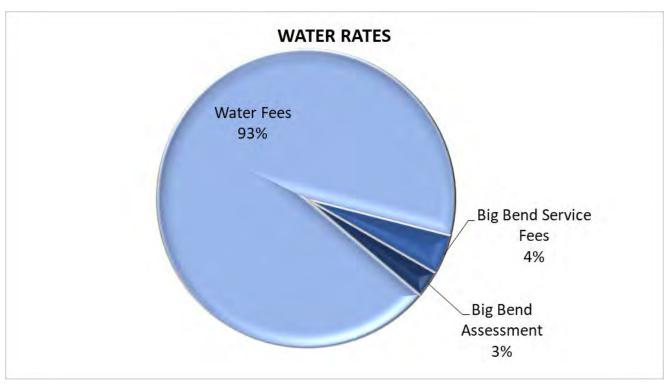
### C. Revenue Summary

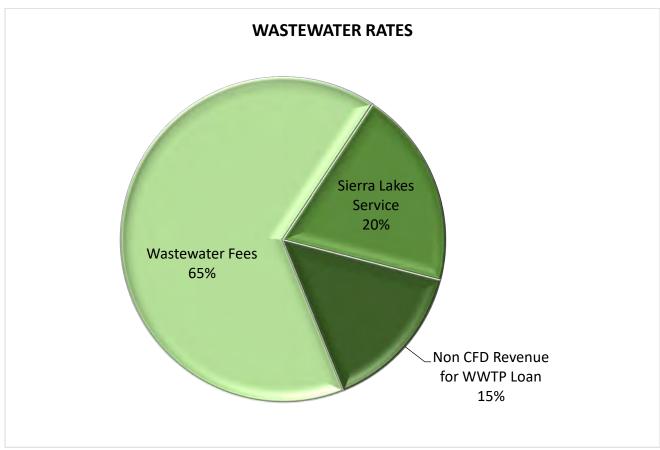
Revenue is summarized in the table below.

	FY23-24	FY23-24	FY24-25
	Budget	Projected	Budget
Water Revenue			
Water Program Revenue	\$ 729,994	\$ 729,994	\$ 729,994
Water General Revenue	105,863	86,138	84,213
Total Water Revenue	\$ 835,857	\$ 816,133	\$ 845,963
Wastewater Revenue			
Wastewater Program Revenue	\$ 2,843,669	2,843,669	\$3,001,962
Wastewater General Revenue	400,746	481,959	400,746
Total Wastewater Revenue	\$ 3,244,415	\$3,325,628	\$3,402,708
Administration Revenue			
Admin Program Revenue	\$ -	\$ -	\$ -
Admin General Revenue	11,000	15,000	11,000
Total Admin Revenue	\$ 11,000	\$ 15,000	\$ 11,000
Total Revenues	\$ 4,091,273	\$ 4,156,761	\$4,277,671

Total revenue and revenue by department are depicted in the following charts.







#### IV. Expenses

#### A. Operating

This Budget divides Operating Expenses into four divisions: Water, Sewer Collection, Wastewater Treatment Plant, and Administration.

#### Water

Activities related to raw water supply and storage at Lake Angela, water treatment for domestic use, and distributing treated water to customers. This includes operation and maintenance of water pipelines, water quality monitoring, and compliance with State regulations related to water treatment plant operation, distribution, and dam operation. Also includes activities such as backflow testing compliance program, laboratory testing, and water quality sampling and reporting. This division includes activities related to the Big Bend Water System.

#### Sewer

Activities related to providing wastewater collection. Includes operation and maintenance of sewer pipelines and lift stations, including compliance with State regulations.

#### Wastewater Treatment Plant

Activities related to wastewater treatment and disposal. Includes operation and maintenance of the wastewater treatment plant, disposal and discharge of recycled water (treated wastewater), and compliance with State regulations including the waste discharge requirements adopted by the Water Quality Control Board.

#### Administration

Activities not directly attributed to any one division but supporting all District activities. Examples include preparing and processing customer billing, customer assistance and account management, financial planning and management, accounting, information technology, records management, website hosting and management, Board of Directors support, payroll, and human resources. Administration expenses are allocated to water, sewer, and wastewater treatment plant divisions based on the ratio of expenses.

#### B. Operating Expense Highlights

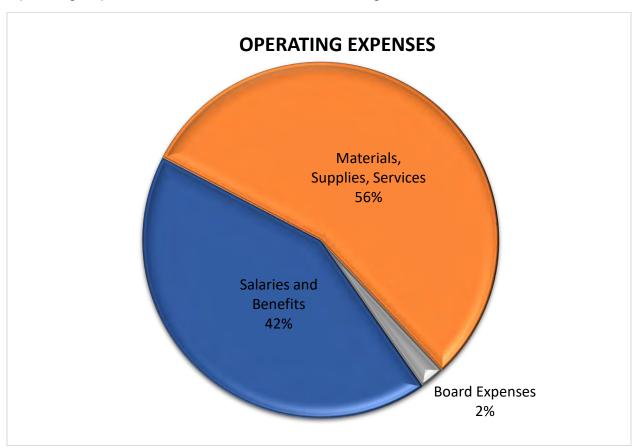
The Budget for Fiscal Year 2024/25 includes the following operational tasks:

- Wastewater treatment plant discharge permit renewal (\$80,000).
- Rate/fee study update (\$35,000).
- Fines for zinc discharges (\$25,000).
- Video inspect and clean approximately 1/3 of the sewer system (\$33,100).
- Lake Angela dam weir repairs and crack seal (\$35,000).
- Wastewater treatment plant influent pipe support repair (\$60,200)

The Budget also includes the following notable expenditures and changes from the Fiscal Year 2023/2024 budget:

- Cost of living adjustment for staff wages of 2.4%
- Allowance for employee vacation cash outs (\$26,693)
- Reclassify Assistant Plant Manager

Operating Expenses are summarized in the following chart.



Operating Expenses are projected to be less than anticipated revenues. The balance of revenues are used for capital purchases, capital projects, and debt service payments.

#### C. Capital Expenses

#### Capital Purchases

The Budget includes the following capital equipment purchases:

- SCADA upgrades (\$37,000).
- Replace headworks heater (\$25,000).
- VFD for solids handling tank blowers (\$8,000).
- Walk behind snowblower (\$4,250).

#### Capital Projects

The five-year capital improvement plan (CIP) is adopted each year by the Board separately from the budget. The expenditures in the CIP for the current fiscal year are incorporated into this budget as a capital expense. Projects planned to be worked on this fiscal year are listed below:

- All Departments Radio System Upgrade
- Water Tank Recoating Program, Big Bend Water System Rehabilitation

The planned CIP expenditures in FY2024/25 is \$347,000.

In addition, the District is delivering the Sugar Bowl East and West Villages Sewer Extension Project for the property owners within the East and West Villages. There are two separate funding agreements involving the District, the Sugar Bowl Corporation, and a property owner. Through one of these agreements the Sugar Bowl Corporation provided funding to form a community facilities district and obtain financing (i.e., bonds) for the East and West Village Sewer Project, and complete bid documents for West Village Phase 2A Sewer. The second agreement requires the property owner and Sugar Bowl Corporation to provide deposits to pay for the construction of West Village Phase 2A Sewer and be paid back if bonds are sold or as funds are collected from future connections. The District expects to spend the deposits by the end of Fiscal Year 2024/2025. Since this Project is not being paid for by District funds, the associated revenues and expenditures are not included in the Fiscal Year 2024/2025 Budget.

#### D. Long Term Debt Service

The District has borrowed money for several capital improvement projects, including the wastewater treatment plant improvements, Big Bend Water Treatment Plant construction, Lake Angela Water Treatment Plant construction.

#### Water

The District obtained a loan from the State Water Resources Control Board at an interest rate of 0% to upgrade the Water Treatment Plant at Lake Angela. The annual principal and interest payments total \$18,187, with the last payment due on January 1, 2048. As of June 30, 2023, the principal amount on this loan was \$445,589.

The District obtained two loans from the United States of America Department of Agriculture to construct the Big Bend Water Treatment Plant. As of June 30, 2023, the principal amounts on the loans were \$326,152 and \$133,935, and both have an interest rate of 2.75%. The annual principal and interest payments on the loans are \$14,156 and \$5,814, with final payments due February 2061.

#### Wastewater Treatment Plant

As of June 30, 2023, the principal amount on this loan was \$12,691,442. The annual principal and interest payment due from the District is \$719,191, with the last payment

due on December 31, 2041. The loan is from the State Water Resources Control Board with an interest rate of 0.75%.

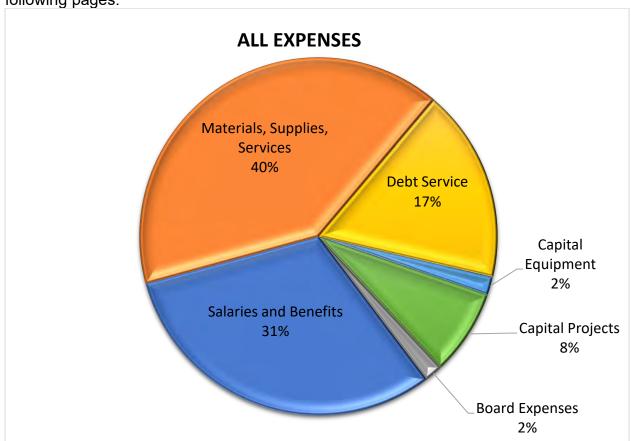
In addition to the loans for the wastewater treatment plant, the District also leases land to irrigate with treated water during times of the year when river discharge is not allowed. This lease payment is increased each year for inflation and for FY2024/25 is estimated to be \$22,452.

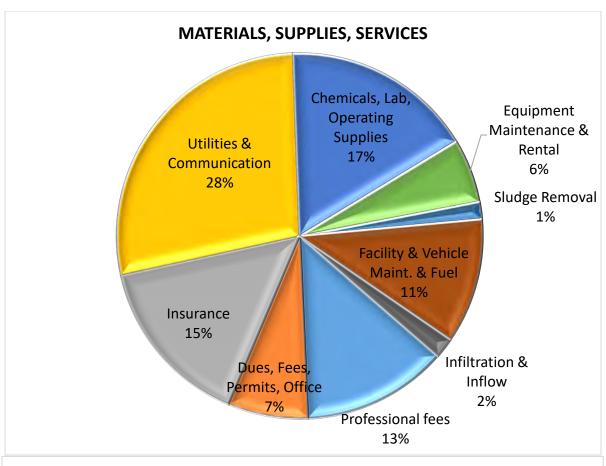
#### Other

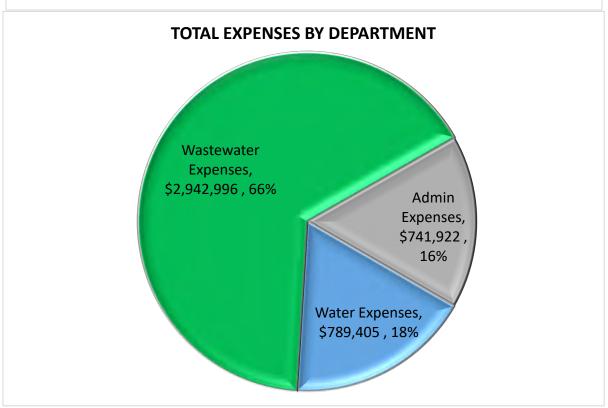
The District also has two uncollateralized loans at 0% interest from Pacific Gas & Electric for energy efficient lighting improvements. One loan has a monthly payment of \$697, with a balance of \$43,935 on June 30, 2023, and final payment due in October 2028. The other loan has a monthly payment of \$61, with a balance of \$5,002 On June 30, 2023, and final payment due in May 2030.

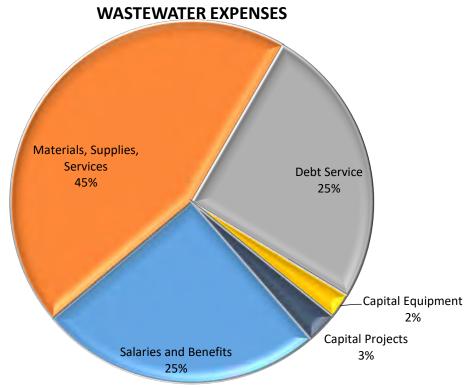
#### E. Expense Summary

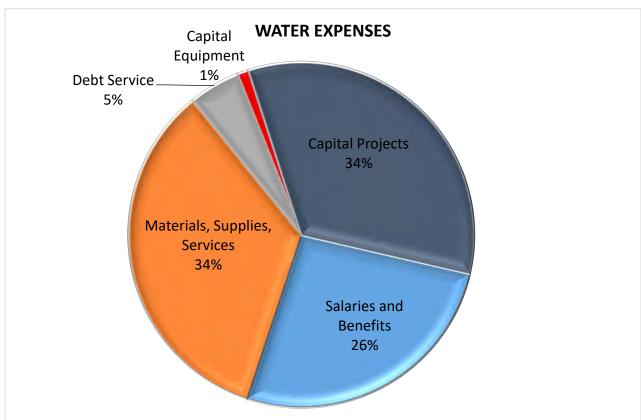
Operating, capital, and debt service expenses are depicted in the charts on the following pages.











#### V. Reserves

#### A. Restricted Reserves

The District is required by loan documents to restrict certain reserves to fund future and current loan payments. The Restricted Reserve requirements for Fiscal Year 2024/2025 are:

SWRCB Loan – Wastewater Treatment Plant Reserve	\$ 719,191
SWRCB Loan – Lake Angela Water Treatment Plant Reserve	\$ 12,732
USDA Loan 1 – Big Bend Water Treatment Plant Reserve	\$ 6,599
USDA Loan 2 – Big Bend Water Treatment Plant Reserve	\$ 2,446
Total Reserve Requirement	\$ 740,968

The funds listed as Reserve are intended to fund loan payments in an emergency and can only be used with approval from the lending agency. In addition to these Reserves, the District places identifies money received from the Big Bend Assessment to pay for the current year loan payments as Big Bend Water Treatment Plant Loan Fund. Money is collected into this fund throughout the year and used to make the regular loan payments. The maximum amount collected into these funds will be \$19,970.

#### B. Operating Fund (Unrestricted)

The District's goal is for Operating Fund balance to equal 6 months of operating expenses, with a minimum balance of 4 months of operating expenses. For Fiscal Year 2024/25 this equates to a minimum operating reserve of \$1,080,000 and a goal of \$1,620,000. The District is not currently meeting the 4 month minimum, with an average operating fund balance of just over one month during Fiscal Year 2023/2024.

Operating Fund projections are listed in the table below. The projected unrestricted balance for July 1, 2024 is \$431,254. This budget plans for the unrestricted fund balance to decrease by approximately \$196,651 to \$234,602 on June 30, 2025.

	REVENUE		EXPENSES
Water Revenue	\$ 815,750		
Sewer Revenue	472,758		
Wastewater Treatment Plant Revenue	2,822,798		
Administrative Revenue	29,000		
Property Tax Revenue	137,366		
	\$ 4,277,671	=	
Water		\$	789,405
Sewer			422,721
Wastewater Treatment Plant			2,520,275
Administration			741,922
		\$	4,474,323
RESER	VE CONTRIBUTION		(196,651)
TRANSFER FROM RE	STRICTED RESERVE		0
UNRESTRICTED RESER	VE CONTRIBUTION		0
Beginning Fund Balance (Ju	uly 1, 2024)		\$431,254
Unrestricte	ed Reserve Contribu	tion	(\$196,651)
Ending Fund Balance (June	30, 2024)		\$234,602

#### C. Capital Reserves (Unrestricted)

In addition to the Operating Fund, the District Board adopted Reserve Policy includes a policy to establish Capital Reserves and maintain a Capital Reserves balance of 50% of the total five-year expenditures show in the adopted capital improvement plan. For Fiscal Year 2024/2025 that balance goal is \$775,500. The District is currently unable to meet that goal.

#### VI. <u>Detailed Budget</u>

The detailed budget is presented in the following section of the budget document.

Fund Summary

Description	Beginning Balance	Revenues		Expenses	Ending Balance
OPERATING FUND					
Revenue					
Water Revenue		\$ 815,750			
Sewer Revenue		472,758			
Wastewater Treatment Plant Revenue		2,822,798			
Administrative Revenue		29,000			
Property Tax Revenue		137,366			
Total revenue		\$ 4,277,671			
Expenses					
Water			\$	789,405	
Sewer				422,721	
Wastewater Treatment Plant				2,520,275	
Administration				741,922	
Total expenses			\$	4,474,323	
OPERATING FUND	\$ 431,254	\$ 4,277,671	\$	4,474,322	\$ 234,603
TRANSFER TO/FROM RESERVES  Transfer from overfunded reserves					
TOTAL TRANSFERS					\$ -
		TOTAL	. OPER	ATING FUND	\$ 234,603
RESERVE FUNDS					
WWTP (SRF) Construction Loan Reserve	\$ 719,191	\$ -	\$	-	\$ 719,191
WTP Construction Loan Reserve	18,187	-			\$ 18,187
Big Bend Water Loan Reserve 1	10,436	-			\$ 10,436
Big Bend Water Loan Reserve 2	4,286	-			\$ 4,286
TOTAL RESERVE FUNDS	\$ 752,100	\$ 	\$		\$ 752,100

#### FISCAL YEAR 2024/2025 BUDGET June 18, 2024

#### **ALL DEPARTMENTS SUMMARY**

	FY23-24 Budget	Actual 3/31/2024	FY23-24 Projected	FY24-25 Budget
Water Revenue				
Water Program Revenue	\$ 729,994	\$ 567,087	\$ 729,995	\$ 761,750
Water General Revenue	105,863	56,341	86,138	84,213
Total Water Revenue	\$ 835,857	\$ 623,428	\$ 816,133	\$ 845,963
Wastewater Revenue				
Wastewater Program Revenue	\$ 2,843,669	\$ 2,120,288	\$ 2,843,669	\$ 3,001,962
Wastewater General Revenue	400,746	249,380	481,959	400,746
Total Wastewater Revenue	\$ 3,244,415	\$ 2,369,667	\$ 3,325,628	\$ 3,402,708
Administration Revenue				
Admin Program Revenue	\$ -	\$ -	\$ -	\$ -
Admin General Revenue	11,000	7,042	15,000	29,000
Total Administration Revenue	\$ 11,000	\$ 7,042	\$ 15,000	\$ 29,000
Total Revenues	\$ 4,091,273	\$ 3,000,137	\$ 4,156,761	\$ 4,277,671
Water Expenses				
Salaries and Benefits	\$ 194,955	\$ 151,030	\$ 204,808	\$ 209,062
Materials, Supplies, Services	414,329	323,127	434,637	269,045
Debt Service	38,158	29,064	38,158	38,158
Capital Equipment	25,676	24,534	25,676	8,140
Capital Projects	37,300		7,500	265,000
Total Water Expenses	\$ 710,418	\$ 527,754	\$ 710,779	\$ 789,405
Wastewater Expenses				
Salaries and Benefits	\$ 693,398	\$ 532,835	\$ 718,438	\$ 744,044
Materials, Supplies, Services	1,145,345	911,004	1,174,459	1,309,199
Debt Service	740,884	735,461	740,884	741,643
Capital Equipment	87,611	92,728	94,126	66,110
Capital Projects	8,200			82,000
Total Wastewater Expenses	\$ 2,675,438	\$ 2,272,028	\$ 2,727,907	\$ 2,942,996
Admin Expenses				
Salaries and Benefits	\$ 421,946	\$ 296,806	\$ 408,124	\$ 433,967
Board Expenses	72,245	60,273	73,539	73,555
Materials, Supplies, Services Debt Service	206,882	166,956	202,164	234,400
Capital Equipment	7,500	<u>-</u>	7,500	_
Capital Equipment Capital Projects	7,500	-	7,500	-
Total Admin Expenses	\$ 708.573	\$ 524.036	\$ 691,327	\$ 741.922
Total Aumin Expenses  Total Expenses	\$ 4,094,429	\$ 3,323,817	\$ 4,130,012	\$ 4,474,323
	\$ (3,156)	, ,,	\$ 26,748	\$ (196,651)

#### FISCAL YEAR 2024/2025 BUDGET June 18, 2024

#### WATER SUMMARY

	Y23-24 Budget	Actual /31/2024	-	Y23-24 rojected		Y24-25 Budget
Program Revenue						
Water fees	\$ 677,677	\$ 528,198	\$	677,677	\$	709,433
Connection fees	-	-		-		-
Recycled water sales	-	-		-		-
Big Bend Service Fees	31,546	23,310	\$	31,546		31,546
Big Bend Assessment	\$ 20,772	\$ 15,579	\$	20,772	\$	20,772
Total Program Revenue	\$ 729,994	\$ 567,087	\$	729,995	_\$	761,750
General Revenues						
Property tax	\$ 30,213	\$ 20,964	\$	30,213	\$	30,213
Other income	\$ 55,250	\$ 34,702	\$	55,250	\$	-
Grants	20,400	\$ 675		675		54,000
Total General Revenues	\$ 105,863	\$ 56,341	\$	86,138	\$	84,213
Total Revenues	\$ 835,857	\$ 623,428	\$	816,133	\$	845,963

#### FISCAL YEAR 2024/2025 BUDGET June 18, 2024

#### WATER SUMMARY

	FY23-24 Budget			FY23-24 Projected	Y24-25 Budget
Expenses					
Salaries	\$ 129,183	\$ 105	5,190 \$	132,872	\$ 140,800
Overtime	\$ 13,295	5 \$ 12	2,455 \$	16,607	\$ 10,528
Medical/Dental/Life Insurance	\$ 27,488	\$ 20	0,426 \$	27,235	\$ 30,814
Long Term Disability	\$ 1,292		900 \$		\$ 1,292
Retirement	\$ 7,75	\$	- \$		\$ 8,263
Clothing Allowance	\$ 792	2 \$	- \$	792	\$ 792
Payroll Tax	\$ 11,754	\$ 9	9,507 \$	11,754	\$ 12,230
W/C Insurance	\$ 3,400	) \$ 2	2,550 \$	3,400	\$ 4,343
Salaries & Benefits	\$ 194,955	5 \$ 151	1,030 \$	204,808	\$ 209,062
Professional fees	115,452	2 \$ 63	3,109	115,452	8,000
Dues and subscriptions	680		210	680	680
Fees, permits, certifications, leases	17,530		5,757	17,530	18,180
Training, education, travel	1,000		355	1,000	1,000
Travel		- \$	-	-	-
Insurance	47,700		9,222	47,700	57,475
Office supplies and miscellaneous	550	\$	236	550	550
Utilities, communications, telemetry	50,309	\$ 46	6,209	50,309	56,740
Chemicals and lab supplies	30,000	\$ 11	1,511	30,000	18,440
Laboratory testing	5,000	\$	(140)	5,000	5,000
Equipment maintenance and repair	39,645	5 \$ 15	5,045	39,645	40,270
Small equipment and rental	3,150	\$ 20	0,457	10,697	3,150
Interest expense		- \$	-	-	-
Operating supplies	390	\$	499	464	740
Vehicle maintenance, repair, fuel	5,610	) \$ 2	2,355	5,610	4,100
Facility maintenance and repair	97,313	\$ 108	8,303	110,000	54,720
Materials, Supplies, Services	\$ 414,329	\$ 323	3,127 \$	434,637	\$ 269,045
Angela WTP Loan P&I	\$ 18,188	3 \$ 9	9,094 \$	18,188	\$ 18,188
Big Bend Debt Service	19,970	\$ 19	9,970	19,970	19,970
Debt Service	\$ 38,158	3 \$ 29	9,064 \$	38,158	\$ 38,158
Capital Equipment	\$ 25,676	•	4,534 \$	25,676	\$ 8,140
Capital Projects	37,300	\$	-	7,500	265,000
Total Expenses	\$ 710,418	\$ \$ 527	7,754 \$	710,779	\$ 789,405
TOTAL NET REVENUE	\$ 125,440	)	\$	105,354	\$ 56,558

#### FISCAL YEAR 2024/2025 BUDGET June 18, 2024

#### SEWER SUMMARY

	FY23-24 Budget	Actual 3/31/2024	FY23-24 Projected	FY24-25 Budget
Program Revenue				
Sewer rates	\$ 483,683	\$ 430,978	\$ 483,683	\$ 469,758
Connection fees		-	-	
Total Program Revenue	\$ 483,683	\$ 430,978	\$ 483,683	\$ 469,758
General Revenues				
Property tax	\$ 20,353	\$ 13,750	\$ 20,353	\$ 20,353
Other	3,000	\$ 3,444	80,552	3,000
Total General Revenues	\$ 23,353	\$ 17,194	\$ 100,905	\$ 23,353
Total Revenues	\$ 507,036	\$ 448,172	\$ 584,588	\$ 493,110

#### FISCAL YEAR 2024/2025 BUDGET June 18, 2024

#### SEWER SUMMARY

	FY23-24 Budget	Actual 3/31/2024	FY23-24 Projected	FY24-25 Budget
Expenses				
Salaries	\$ 108,631	\$ 88,455	\$ 111,733	\$ 118,400
Overtime	\$ 11,180	\$ 10,474	\$ 13,477	\$ 8,853
Medical/Dental/Life Insurance	\$ 23,115	\$ 15,925	\$ 21,233	\$ 25,912
Long Term Disability	\$ 1,086	\$ 757	\$ 1,086	\$ 1,086
Retirement	\$ 6,518	\$ -	9,128	\$ 6,948
Clothing Allowance	\$ 666	\$ -	666	\$ 666
Payroll Tax	\$ 9,884	\$ 7,995	\$ 9,884	\$ 10,284
W/C Insurance	\$ 3,380	\$ 1,055	\$ 3,380	\$ 4,366
Salaries & Benefits	\$ 164,460	\$ 124,660	\$ 170,587	\$ 176,515
Professional fees	-	\$ 291	300	-
Dues and subscriptions	-	\$ -	-	-
Fees, permits, certifications, leases	460	\$ -	460	460
Training, education, travel	300	\$ -	300	300
Travel	-	\$ -	-	-
Insurance	40,111	\$ 32,689	40,111	48,331
Office supplies and miscellaneous	550	\$ 263	550	550
Utilities, communications, telemetry	30,512	\$ 27,038	30,512	25,950
Chemicals and lab supplies	500	\$ -	500	-
Laboratory testing	-	\$ -	-	_
Equipment maintenance and repair	24,350	\$ 7,463	24,350	22,950
Small equipment and rental	-	\$ 20,457	20,457	-
Infiltration and inflow program	30,000	\$ 33,014	33,014	33,100
Operating supplies	1,200	\$ 3,416	3,227	1,200
Vehicle maintenance, repair, fuel	5,410	\$ 7,064	7,064	12,200
Facility maintenance and repair	7,640	\$ 4,809	7,640	12,320
Materials, Supplies, Services	\$ 141,033	\$ 136,503	\$ 168,485	\$ 157,361
Interest		\$ -		
Long Term Debt		\$ -		
Debt Service	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ 18,725	\$ 17,327	\$ 18,725	\$ 6,845
Capital Projects	8,200	\$ -	-	82,000
Total Expenses	\$ 332,418	\$ 278,490	\$ 357,797	\$ 422,721
TOTAL NET REVENUE	\$ 174,618		\$ 226,791	\$ 70,389

#### FISCAL YEAR 2024/2025 BUDGET June 18, 2024

#### **WASTEWATER TREATMENT PLANT SUMMARY**

	FY23-24 Budget		Actual 3/31/2024		ı	FY23-24 Projected	FY24-25 Budget
Program Revenue							
Sewer rates	\$	1,531,662	\$	1,292,693	\$	1,531,662	\$ 1,487,565
Recycled Water Sales	\$	-			\$	-	\$ 10,000
Connection fees	\$	-					\$ -
Non CFD Revenue for WWTP Loan	\$	281,044	\$	3,089	\$	281,044	\$ 445,462
Sierra Lakes Service	\$	547,280	\$	393,527	\$	547,280	\$ 589,177
Total Program Revenue	\$	2,359,986	\$	1,689,309	\$	2,359,986	\$ 2,532,205
General Revenues							
Property tax		86,800		60,575		86,800	86,800
CFD Revenue for WWTP Loan	\$	290,593	\$	167,949	\$	290,593	\$ 290,593
Other income		_		3,661		3,661	
Total General Revenues	\$	377,393	\$	232,186	\$	381,054	\$ 377,393
Total Revenues	\$	2,737,379	\$	1,921,495	\$	2,741,040	\$ 2,909,598

#### FISCAL YEAR 2024/2025 BUDGET June 18, 2024

#### **WASTEWATER TREATMENT PLANT SUMMARY**

	FY23-24 Budget	Actual 3/31/2024		FY23-24 Projected	FY24-25 Budget
Expenses					
Salaries	\$ 349,380	\$	284,491	\$ 359,357	\$ 380,799
Overtime	\$ 35,957	\$	33,686	\$ 42,551	\$ 28,472
Medical/Dental/Life Insurance	\$ 74,342	\$	51,216	\$ 68,289	\$ 83,338
Long Term Disability	\$ 3,493	\$	2,435	\$ 3,493	\$ 3,493
Retirement	\$ 20,963	\$	(0)	\$ 29,359	\$ 22,347
Clothing Allowance	\$ 2,142	\$	1,000	\$ 2,142	\$ 2,142
Payroll Tax	\$ 31,790	\$	25,713	\$ 31,790	\$ 33,076
W/C Insurance	\$ 10,871	\$	9,633	\$ 10,871	\$ 13,862
Salaries & Benefits	\$ 528,938	\$	408,175	\$ 547,851	\$ 567,529
Professional fees	52,900	\$	16,155	52,900	99,800
Dues and subscriptions	2,200	\$	1,301	2,200	2,500
Fees, permits, certifications, leases	28,000	\$	29,245	29,245	56,300
Training, education, travel	3,120	\$	1,014	3,120	3,120
Insurance	129,006	\$	104,144	129,006	155,444
Office supplies and miscellaneous	2,248	\$	850	2,248	1,134
Utilities, communications, telemetry	458,000	\$	335,337	458,000	383,450
Chemicals and lab supplies	180,380	\$	148,339	180,380	242,920
Laboratory testing	26,043	\$	25,920	26,043	34,560
Equipment maintenance and repair	19,420	\$	31,075	19,607	35,850
Small equipment and rental	1,240	\$	476	1,240	640
Sludge removal	22,340	\$	20,751	22,340	27,670
Operating supplies	375	\$	605	605	740
Vehicle maintenance, repair, fuel	17,520	\$	15,443	17,520	8,980
Facility maintenance and repair	61,520	\$	43,845	61,520	98,730
Materials, Supplies, Services	\$ 1,004,312	\$	774,501	\$ 1,005,974	\$ 1,151,838
Long Term Debt	\$ 719,191	\$	719,191	\$ 719,191	719,191
Land Lease	21,693	\$	16,270	21,693	22,452
Debt Service	\$ 740,884	\$	735,461	\$ 740,884	\$ 741,643
Capital Equipment	\$ 68,886	\$	75,401	\$ 75,401	\$ 59,265
Capital Projects	-	\$	-	-	-
Total Expenses	\$ 2,343,020	\$	1,993,538	\$ 2,370,110	\$ 2,520,275
TOTAL NET REVENUE	\$ 394,359			\$ 370,930	\$ 389,323

#### FISCAL YEAR 2024/2025 BUDGET June 18, 2024

#### **ADMINISTRATION SUMMARY**

	-	Y23-24 Budget	-	Actual 31/2024	_	Y23-24 rojected	-	Y24-25 Budget
Program Revenue								
Service Fees	\$	-	\$	-	\$	-	\$	-
Total Program Revenue	\$	-	\$	-	\$	-	\$	-
General Revenues								
Interest revenue		2,000		4,107		6,000		20,000
Other income		9,000		2,935		9,000		9,000
Total General Revenues	\$	11,000	\$	7,042	\$	15,000	\$	29,000
Total Revenues	\$	11,000	\$	7,042	\$	15,000	\$	29,000

#### FISCAL YEAR 2024/2025 BUDGET June 18, 2024

#### **ADMINISTRATION SUMMARY**

	FY23-24			Actual		FY23-24	FY24-25		
		Budget	3	/31/2024	Р	rojected		Budget	
Expenses									
Salaries	\$	287,755	\$	230,342	\$	290,958	\$	292,801	
Overtime	\$	3,522	\$	-	\$	-	\$	3,536	
Medical/Dental/Life Insurance	\$	72,753	\$	45,417	\$	60,556	\$	78,267	
Long Term Disability	\$	3,655	\$	2,505	\$	3,655	\$	3,655	
Retirement	\$	27,926	\$	-		28,172	\$	28,486	
Clothing	\$	400	\$	-		400	\$	400	
Payroll Tax	\$	24,030	\$	16,859	\$	22,478	\$	24,448	
W/C Insurance	\$	1,905	\$	1,684	\$	1,905	\$	2,374	
Salaries & Benefits	\$	421,946	\$	296,806	\$	408,124	\$	433,967	
Board Expense		72,245	\$	60,273		73,539		73,555	
Board Expense	\$	72,245	\$	60,273	\$	73,539	\$	73,555	
Professional fees		111,600	\$	90,191		111,600		126,300	
Dues and subscriptions		11,400	\$	10,028		11,400		12,700	
Fees, permits, certifications, leases		13,240	\$	14,002		13,240		18,980	
Training, education, travel		3,000	\$	1,159		3,000		3,000	
Insurance		11,411	\$	9,066		11,411		13,750	
Office supplies and miscellaneous		9,000	\$	6,130		9,000		9,000	
Utilities, communications, telemetry		34,871	\$	31,738		34,871		39,190	
Chemicals and lab supplies		· -	\$	· <b>-</b>		, <u>-</u>		· -	
Laboratory testing		_	\$	_		_		_	
Equipment maintenance and repair		-	\$	-		-		_	
Small equipment and rental		-	\$	282		282		_	
Sludge removal		_	\$	_		_		_	
Operating supplies		2,080	\$	2,341		2,080		2,700	
Vehicle maintenance, repair, fuel		_,	\$	_,-		_,,		_,	
Facility maintenance and repair		10,280	\$	2.020		5.280		8,780	
Operating Expenses	\$	206,882	\$	166,956	\$	202,164	\$	234,400	
Debt Service	\$	-	\$	-	\$	-	\$	-	
Capital Equipment	\$	7,500	\$	_	\$	7,500	\$	_	
Capital Projects		-	\$	-	· ·	-	*	-	
Total Expenses	\$	708,573	\$	524,036	\$	691,327	\$	741,922	
TOTAL NET REVENUE	\$	(697,573)			\$	(676,327)	\$	(712,922)	

Board Expense Meeting Stipend Health Stipend Payroll Taxes Board Meeting Food		Water (30)	Sewer (40)	WWTP (42)		Admin (50)		-
Health Stipend Payroll Taxes Board Meeting Food								
Payroll Taxes Board Meeting Food					\$	15,900	\$	15,900
Board Meeting Food						48,800		48,800
						6,200		6,200
Training 9 Traval						1,100		1,100
Training & Travel						1,500		1,500
Worker's Comp	_					55		55
	TOTAL - Board Expense _	\$ -	\$ -	\$ -	\$	73,555	\$	73,555
Professional Services		Water (30)	Sewer (40)	WWTP (42)	Δ	Admin (50)		
Legal		Water (66)	20W01 (40)	******* (¬Z)	\$	7,200	\$	7,200
Auditors					Ψ.	32,500	Ψ	32,500
Bookkeeping						36,000		36,000
Public Outreach/Webma	ster					7,000		7,000
GIS Subscription						1,800		1,800
Utility Billing Software						1,800		1,800
WWTRP Permit (ROWD	)			80,000		,		80,000
IT Services	,			•		5,000		5,000
Rate Study						35,000		35,000
General Engineering		8,000		19,800		•		27,800
TOTA	L - Professional Services	\$ 8,000	\$ -	\$ 99,800	\$	126,300	\$	234,100
Dues		Mata= (20)	Carra (40)	\\\\\TD (42\	^	ducin (FO)		
=	Commission	Water (30)	Sewer (40)	WWTP (42)		Admin (50)	\$	4 500
Local Agency Formation California Special District					\$	4,500 8,200	Ф	4,500 8,200
California Special District		680				0,200		680
Underground Service Ale		000		600				600
After Hours Answering S				700				700
California Water Environ				1,200				1,200
Camornia Water Environ	TOTAL - Dues	\$ 680	\$ -	\$ 2,500	\$	12,700	\$	15,880

Description				Depar	rtme	ent			7	Total Budgeted
Fees, Permits, Leases	,	Water (30)		Sewer (40)	٧	WWTP (42)	/	Admin (50)		
US Forest Service Permit	\$	50			\$	8,100	\$	1,050	\$	9,200
Copier Lease								3,730		3,730
Postage Meter Rental								1,300		1,300
Bank Fees (Incl Payroll)								12,900		12,900
Water & Distribution Certifications		1,000								1,000
Department of Health Services		1,000								1,000
Nevada County		2,000				3,300				5,300
SWRCB		4,000		-		19,500				23,500
Big Bend SWRCB		1,400								1,400
Division Dam Safety		8,100								8,100
USA Dig Alert		630		230						860
Fines for zinc disharge violations						25,000				25,000
AQMD				230		400				630
TOTAL - Fees, Permits, Leases	\$	18,180	\$	460	\$	56,300	\$	18,980	\$	93,920
T IEI		(22)		. (10)				(==)		
Training and Education		Water (30)		Sewer (40)		WWTP (42)		Admin (50)	_	7.400
Classes, seminars, conferences	\$	700	\$	300	\$	3,120	\$	3,000	\$	7,120
Travel		300				0.100		0.000		300
TOTAL - Training and Education	\$	1,000	\$	300	\$	3,120	\$	3,000	\$	7,420
Utilities, Communications	,	Water (30)		Sewer (40)	V	WWTP (42)		Admin (50)		
Electricity (5825)	\$	52,900	\$	25,950	\$	261,250	\$	29,100	\$	369,200
Big Bend Electricity (5825)	\$	1,650	Ψ	20,000	Ψ	201,200	Ψ	20,100	\$	1,650
Propane (6825)	Ψ	1,000			\$	113.200			Ψ	113,200
Phones (6675)	\$	750			\$	9,000	\$	4,500		14,250
Big Bend Phones (6675)	\$	1,440			Ψ	3,000	Ψ	4,000	\$	1,440
Postage (6700, 6701)	Ψ	1,440						2,340	Ψ	2,340
Website								3,250		3,250
TOTAL - Utilities, Communications	\$	56,740	\$	25,950	\$	383,450	\$	39,190	\$	505,330
	<del>-</del>	50,1 10	<u> </u>		<u>Ψ</u>	550,100	<u> </u>	30,100	<u> </u>	000,000

Description				Depai	tmer	nt			Т	otal Budgeted
Chemicals & Lab Supplies	Wate	er (30)	;	Sewer (40)	W	WTP (42)	P	Admin (50)		
Hach Company									\$	-
Thatcher		10,100				168,800				178,900
USA Bluebook		8,340				11,420				19,760
Grainger										-
Univar										-
EOSi (Micro C)						62,700				62,700
JenFitch										-
TOTAL - Chemicals & Lab Supplies	\$	18,440	\$	-	\$	242,920	\$	-	\$	261,360
- · · · · · · · · · · · · · · · · · · ·	10/ /	(0.0)		. (40)						
Equipment Maintenance & Support		er (30)		Sewer (40)	VV	WTP (42)	P	Admin (50)	•	44.700
Snow Removal Equipment Rental	\$	22,350	\$	22,350					\$	44,700
USA Bluebook	\$	5,100							\$	5,100
Various Vendors	\$	11,100	\$	600	\$	23,200			\$	34,900
Grainger					\$	2,650			\$	2,650
Holt Generator Servicing	\$	1,720			\$	10,000			\$	11,720
TOTAL - Equipment Maintenance & Support	\$	40,270	\$	22,950	\$	35,850	\$	-	\$	99,070
Operating Supplies	\Mat	er (30)		Sewer (40)	۱۸/	WTP (42)	Δ	Admin (50)		
ALSCO (Rags & Coveralls)	\$	740	\$	2,220	\$	740		Admin (50)	\$	3,700
Zoom & Adobe Subscriptions	Ψ	740	Ψ	2,220	Ψ	740	Ф	2,700	\$	2,700
TOTAL - Operating Supplies	<b>¢</b>	740	\$	2.220	\$	740	\$	2,700	\$	6,400
TOTAL Operating Supplies	Ψ	740	Ψ	2,220	Ψ	740	Ψ	2,700	Ψ	0,400
Infiltration - Inflow	Wate	er (30)	,	Sewer (40)	W	WTP (42)	Α	Admin (50)		
Video and Clean Various Sewer Mains			\$	33,100					\$	33,100
TOTAL - Infiltration & Inflow	\$	-	\$	33,100	\$	-	\$	-	\$	33,100
V-11 M 0.5		(2.2)		. (10)				(=0)		
Vehicle Maintenance & Repair		er (30)		Sewer (40)		WTP (42)	P	Admin (50)		10.5
Fuel	\$	4,100	\$	12,200	\$	380			\$	16,680
Repair					\$	8,600	_		\$	8,600
TOTAL - Vehicle Maintenance & Repair	\$	4,100	\$	12,200	\$	8,980	\$	-	\$	25,280

Description			Depar	rtme	ent			T	otal Budgeted
Facility Maintenance & Repair	,	Water (30)	Sewer (40)	V	VWTP (42)	P	Admin (50)		
Pest Control						\$	780	\$	780
Office Cleaning Service						\$	3,000	\$	3,000
Lake Angela weir repairs and crack seal	\$	35,000						\$	35,000
WWTP influent pipe repair				\$	60,200			\$	60,200
On-Call Access Road/Snow Maintenance	\$	5,000	\$ 5,000					\$	10,000
General Building Maintenance (contract)	\$	3,000		\$	2,000	\$	5,000	\$	10,000
Grainger	\$	1,600	\$ 1,220	\$	7,010			\$	9,830
Mountain Hardware	\$	40		\$	3,630			\$	3,670
Sierra Mountain Pipe	\$	2,280		\$	3,570			\$	5,850
Xylem				\$	8,400			\$	8,400
USA Bluebook	\$	2,200	\$ 6,100	\$	400			\$	8,700
EMCOR				\$	9,500			\$	9,500
Various Vendors	\$	5,600		\$	4,020			\$	9,620
TOTAL - Facility Maintenance & Repair	\$	54,720	\$ 12,320	\$	98,730	\$	8,780	\$	174,550
CAPITAL ACQUISITION	,	Water (30)	Sewer (40)	V	VWTP (42)	A	Admin (50)		
SCADA upgrades	\$	8,140	\$ 6,845	\$	22,015	\$	-	\$	37,000
Headworks heater				\$	25,000			\$	25,000
VFD for solids handling tank blowers				\$	8,000			\$	8,000
Walk Behind Snowblower				\$	4,250			\$	4,250
TOTAL - Capital Acquisition	\$	8,140	\$ 6,845	\$	59,265	\$	-	\$	74,250
		_							
TOTAL	\$	211,010	\$ 116,345	\$	991,655	\$	285,205	\$	1,604,215

June 18, 2024 Agenda Item: 8A Attachment 4

#### **RESOLUTION NO. 2024-18**

# A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC APPROVING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN AND FISCAL YEAR 2024/2025 OPERATING BUDGET

**WHEREAS**, District staff has assessed and prioritized operational and capital improvement needs, and used that information to prepare a Five-Year Capital Improvement Plan and a Fiscal Year 2024/2025 Operating Budget for review and comment from the Board of Directors; and

**WHEREAS**, draft versions of the Five-Year Capital Improvement Plan and Fiscal Year 2024/2025 Operating Budget were presented to the Board of Directors for review and comment in a public meeting May 21, 2024; and

**WHEREAS**, the proposed Five-Year Capital Improvement Plan and Fiscal Year 2024/2025 Operating Budget were presented to the Board of Directors for adoption at a public meeting on June 18, 2024; and

**WHEREAS**, the proposed Fiscal Year 2024/2025 Operating Budget includes a 2.4% cost of living adjustment for staff wages, calculated as specified in Board Resolution 2022-37 Employee Benefit and Compensation Program; and

**WHEREAS**, the Board of Directors accepted public comment and reviewed and considered the proposed capital improvement plan and budget.

## NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

- 1. A cost of living adjustment of 2.4% for staff wages is approved.
- **2.** The Five-Year Capital Improvement Plan and Fiscal Year 2024/2025 Operating Budget documents attached as Exhibits A and B, respectively, are hereby incorporated into this Resolution by this reference, and are hereby approved.
- **3.** The expenditure amounts designated for Fiscal Year 2024/2025 are hereby appropriated and may be expended in the amounts for the purposes stated in the Fiscal Year 2024/2025 Operating Budget.
- **4.** The General Manager may authorize the transfer of appropriations within and between departments so long as total appropriations are not increased.
- **5.** The Board of Directors has the overriding authority to control the use of revenues and the appropriations of funds and therefore may modify this policy at any time.

**PASSED AND ADOPTED** by the Board of Directors of Donner Summit Public Utility District, this 18<sup>th</sup> day of June 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

June 18, 2024 Agenda Item: 8A Attachment 4

#### DONNER SUMMIT PUBLIC UTILITY DISTRICT

		By:	
		Cathy Preis	
		President, Board of Directors	;
ATT	EST:		
By:			
	Dawn Parkhurst		
	Secretary of the Board		

Agenda Item: 8B

#### STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager SP

**SUBJECT:** Approve Employee Job Descriptions

#### **RECOMMENDATION**

Approve employee job descriptions.

#### **BACKGROUND**

The Board is being asked to consider this item for two reasons.

First, the General Manager has been working to update and document current personnel practices. This effort started with preparing an employee benefit and compensation project, then progressed to updating the employee handbook. The Board adopted those two items in November 2022 and March 2023, respectively. The next task in this effort is to update the employee job descriptions. The Office Assistant and Office Manager job descriptions approved by the Board in November 2023. Job descriptions for the remaining positions have been prepared and are presented for Board approval. Once work on the job descriptions is complete, consideration should be given to conducting an employee compensation survey to gauge how the District's compensation package as a whole compares to other similar agencies.

#### **DISCUSSION**

The proposed job descriptions are included as Attachment 1. One significant change is the reclassification of the Assistant Plant Manager position from non-exempt to exempt. This change will make the position ineligible for overtime.

#### Assistant Plant Manager

The proposed reclassification from non-exempt to exempt recognizes that this position is a professional level position for someone on a career track to be Chief Plant Operator. This position qualifies under the "professional exemption" in the State labor code. The "professional exemption" applies because this position is primarily engaged in the performance of work requiring advanced knowledge in a field with specialized intellectual instruction and training, customarily and regularly exercises discretion and independent judgement, and earns a monthly salary equivalent to no less than two times the state minimum wage for full time employment. This position meets all of those requirements.

This position will still be required to be on-call one day per week and as needed to cover other employee time off. Additionally, after-hours work will be required when necessary.

<u>FISCAL IMPACT</u>
The proposed change to the Assistant Plant Manager increases the salary for this position from \$118,636 to \$150,000 and reduces projected annual overtime costs from \$70,000 to \$25,000.

Adoption of the other job descriptions do not have any direct fiscal impact since wage ranges are not part of this action.

#### **CEQA ASSESSMENT**

This action is not a CEQA project.

#### **ATTACHMENTS**

1. Job Descriptions

Job Title (Class):	Chief Operator	Reports To:	General Manager
FLSA	Exempt	Approved by	TBD
Status:		Board of Directors:	

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### I. Definition

Organize, assign, and review the work of assigned personnel engaged in the operation of the District's water treatment and distribution systems, and the District's wastewater collection, treatment, and disposal systems; interpret and apply State regulations; assist with and perform a wide variety skilled duties associated with operation and maintenance of the District's facilities; ensure compliance with regulatory and reporting requirements; and perform related duties and responsibilities as assigned.

#### II. Supervision Received and Exercised

Receives general direction from the General Manager.

Exercises direct supervision over Assistant Chief Operator and assigned water and wastewater operators.

#### III. Essential Functions Statement

The duties specified below are representative of the range of duties assigned to this class and are not intended to be an inclusive list.

- 1. Recommend and assist in the implementation of operational goals and objectives; establish schedules and method for staffing and operating District facilities; implement policies and procedures.
- 2. Plan, prioritize, assign, supervise, and review work of operations staff; assign work activities and projects.
- 3. Evaluate operations and recommend improvements and modifications.
- 4. Prepare various reports on operations and activities.
- 5. Participate in budget preparation and administration; prepare cost estimates for budget purposes; submit justifications for equipment, materials, and supplies; monitor and control expenditures.
- Participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; conduct performance evaluations; implement discipline procedures.
- 7. Monitor, operate, maintain, and troubleshoot facilities and related equipment.
- 8. Perform the more complex maintenance and repair activities.
- 9. Stay informed of new trends and innovations in relevant fields.
- 10. Coordinate and oversee the maintenance of facilities.

- 11. Perform assigned wastewater collection system and lift station inspection and maintenance rounds.
- 12. Respond to emergency situations; answer questions, respond to inquiries, and resolve conflicts from the public relating to water distribution and treatment activities and wastewater collection and treatment activities.
- 13. Assess and appropriately and quickly respond to operational issues; ensure adherence to safe work practices during assigned shift.
- 14. Troubleshoot and assist less certified staff with questions regarding appropriate procedures, operations and maintenance activities as required by local, State, and Federal rules and regulations; oversee the work of outside contractors.
- 15. Provide technical supervision and training to less certified staff.
- 16. Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.
- 17. Prepare required reporting to State agencies such as Department of Water Resources, Water Quality Control Board, and Division of Dam Safety.
- 18. Responsible for compliance with all regulatory requirements.
- 19. Perform related duties as assigned.

#### IV. Qualifications

#### Knowledge of:

- Principles and practices associated with operating a complex water treatment and distribution system.
- Principles and practices associated with operating a complex wastewater collection and treatment system.
- Techniques, methods and equipment used in the operation of treated water and distribution facilities.
- Techniques, methods and equipment used in the operation of wastewater collection and treatment facilities.
- Principles of complex chemical, biological and mathematical equations.
- Equipment, tools and materials used in the operation of water and wastewater treatment plants.
- Principles and practices of effective customer service.
- Modern office equipment including use of applicable computer applications.
- Principles and practices of supervision, training and performance evaluations.
- Principles and practices of budget monitoring.
- Principles and practices of safety management.
- Pertinent local, State and Federal laws, ordinances and rules.
- Use of SCADA systems
- Laboratory analysis techniques and health standards for potable water.
- Laboratory analysis techniques and health standards for domestic wastewater.
- Emergency response procedures.
- Methods for troubleshooting equipment associated with the operation of water and wastewater treatment plants.

June 18, 2024 Agenda Item: 8B Attachment 1

#### Ability to:

- Organize, implement and direct water and wastewater treatment operations/activities.
- Interpret and explain pertinent department, local, State, and Federal rules, regulations, laws, policies and procedures.
- Analyze problems, identify solutions, and resolve difficult operational and maintenance activities.
- Develop and recommend policies and procedures related to water and wastewater treatment operations.
- Assist in the development and monitoring of an assigned program budget.
- Operate and use modern office equipment including a computer, applicable software and treatment plant SCADA system.
- Develop and recommend policies and procedures related to assigned operations.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Supervise, train, motivate, coach and evaluate assigned staff.
- Work after hours on normal workdays, weekends, and holidays to assess emergency situations and dispatch needed personnel.
- Work after hours standby to respond to emergency situations.

#### V. Experience and Education Guidelines

#### Experience

Two years of responsible experience similar to Assistant Chief Operator with Donner Summit Public Utility District.

#### Education

Equivalent to completion of the twelfth grade supplemented by education as required by the State of California Department of Public Health to obtain and retain a Water Treatment Operators Certificate, Grade 3 (T3) and Distribution Operator Certificate, Grade 2 (D2); and as required by the State of California WWOCP to obtain and retain a Wastewater Treatment Plant Operator Certificate Grade IV.

#### License and Certificate

- Possession of a valid California driver's license.
- Possession of a California Department of Public Health Water Treatment Operators Certificate, Grade 3 (T3) and Distribution Operator Certificate, Grade 2 (D2).
- Possession of a California WWOCP Wastewater Treatment Plant Operator Certificate Grade IV.

#### VI. Working Conditions

#### **Environmental Conditions**

Work is normally performed in a temperature controlled room environment subject to typical plant operation noise. Some duties require field visits in an outdoor environment subject to outdoor conditions including extreme heat and cold and wet, humid conditions, fumes and/or airborne particles. Duties may be performed near moving mechanical parts and on slippery and uneven surfaces with exposure to toxic or caustic chemicals and risk of electric shock. The District is located at high elevation in the Sierra Mountains and winter work is frequently performed outdoors in a cold and snowy environment.

Regular standby for response to off-hours emergencies may be required.

#### **Physical Conditions**

Essential functions may require maintaining physical condition necessary to sit while studying or preparing reports; bend, squat, climb, kneel and twist when performing installation/repair of equipment; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 50 pounds or less. Conditions also require walking short distances through and over snow and/or ice to access District facilities.

#### Mental Conditions

Essential functions may require maintaining mental condition necessary to know and understand operations, observe safety rules, intermittently analyze problem equipment, identify and locate equipment, interpret work orders, remember equipment location, explain jobs to others, and handle conflict.

Job Title	Assistant Plant	Reports To:	Chief Operator or as assigned
(Class):	Manager		
FLSA	Non-Exempt	Approved by	TBD
Status:	·	Board of Directors:	

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### I. Definition

Under supervision perform a wide variety of semi-skilled and skilled duties associated with the operation and maintenance of the District's water treatment and distribution systems, and the District's wastewater collection, treatment, and disposal systems; support the production, storage, and distribution of quality domestic water; support the collection, treatment, and disposal of domestic wastewater; ensure compliance with regulatory requirements; and to perform related duties and responsibilities as assigned.

Assist Chief Operator to organize, assign, and review the work of assigned personnel engaged in the operation of the District's water treatment and distribution systems, and the District's wastewater collection, treatment, and disposal systems; interpret and apply State regulations; assist with and perform a wide variety skilled duties associated with operation and maintenance of the District's facilities; ensure compliance with regulatory and reporting requirements; and perform related duties and responsibilities as assigned.

#### II. Supervision Received and Exercised

Receives general supervision from the Chief Operator.

Exercises direct supervision over assigned water and wastewater operators.

#### III. Essential Functions Statement

The duties specified below are representative of the range of duties assigned to this class and are not intended to be an inclusive list.

- Perform assigned treatment plant and distribution system rounds inspecting, monitoring and documenting plant equipment gauges, dials, graphs, and other instrumentation to ensure storage and treatment of water meets local, State, and Federal rules and regulations.
- 2. Perform assigned wastewater collection system and lift station inspection and maintenance rounds.
- Collect samples and conduct laboratory analysis of water quality, including, but not limited to, pH, chlorine, turbidity, bacteriological monitoring, and chemical dosing to ensure adequate and proper chemical application according to regulations and guidelines; make necessary operational adjustments in response to test results.

- 4. Monitor water quality and the collection of bacteriological samples in the distribution system.
- 5. Maintain, compile, and update plant operating logs and computerized reports as required by law related to water and wastewater treatment plant operational activities; perform and record water and wastewater treatment related mathematical calculations as needed.
- 6. Conduct inspections of treatment plant equipment to determine required maintenance and repair activities; perform the more routine maintenance, repair and servicing of plant operation machinery and equipment including pumps, valves, motors, feeders, tanks and reservoirs; perform preventative maintenance repairs or schedule repairs as required.
- 7. Conduct inspection of treatment plant to ensure plant is maintained in a clean and orderly fashion; perform sludge basin and reservoir cleaning; perform filter maintenance including back washing, media replacement and chemical treatment; ensure safe and proper handling and storage of treatment related materials.
- 8. Operate and maintain chemical dosing systems; maintain booster pump stations, wastewater lift stations, and storage tank sites; conduct monthly tank inspections.
- 9. Respond to emergency situations, answer questions, respond to inquiries, and resolve conflicts from the public relating to water distribution and treatment activities and wastewater collection and treatment activities.
- 10. Assess and appropriately and quickly respond to operational issues; ensure adherence to safe work practices during assigned shift.
- 11. Troubleshoot and assist less certified staff with questions regarding appropriate procedures, operations and maintenance activities as required by local, State, and Federal rules and regulations; oversee the work of outside contractors.
- 12. Grade III Operators provide technical supervision and training to less certified staff on an assigned shift.
- 13. Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.
- 14. Safely operate snow removal equipment.
- 15. Safely operate excavating equipment such as backhoes and excavators.
- 16. Assist Chief Operator in the execution of the Chief Operator essential functions, as required.
- 17. Perform related duties as assigned.

#### IV. Qualifications

#### Knowledge of:

- Methods and techniques associated with proper water treatment plant and water storage operations.
- Methods and techniques associated with proper wastewater treatment and collection operations.
- Advanced principles of biology, chemistry, and mathematics.

- Tools, materials, and equipment used in the operation and maintenance of water treatment plants and distribution system.
- Operational procedures, equipment and maintenance related to water treatment plants.
- Laboratory analysis techniques and health standards for potable water.
- Tools, materials, and equipment used in the operation and maintenance of wastewater treatment plants and collection systems.
- Operational procedures, equipment and maintenance related to wastewater treatment plants.
- Laboratory analysis techniques and health standards for domestic wastewater.
- Emergency response procedures.
- Methods for troubleshooting equipment associated with the operation of water and wastewater treatment plants.

#### Ability to:

- Independently operate water and wastewater treatment systems.
- Perform minor repair maintenance on pumps, valves, and electronic monitoring devices.
- Independently collect samples and conduct and interpret laboratory results.
- Operate a variety of equipment and changing technology related to water and wastewater treatment in a safe and effective manner.
- Troubleshoot and resolve maintenance issues associated with treatment, distribution, and collection equipment.
- Interpret, apply, explain, and enforce District policies and procedures governing water and wastewater treatment facilities.
- Work after hours standby to respond to emergency situations at all District facilities.
- Operate a computerized water and wastewater treatment plant SCADA system.
- Train and provide technical supervision to lower certified operators.

#### V. Experience and Education Guidelines

#### Experience

Two years of responsible experience similar to Operator III with Donner Summit Public Utility District.

#### Education

Equivalent to completion of the twelfth grade supplemented by education as required by the State of California Department of Public Health to obtain and retain a Water Treatment Operators Certificate, Grade 3 (T3) and Distribution Operator Certificate, Grade 2 (D2); and as required by the State of California WWOCP to obtain and retain a Wastewater Treatment Plant Operator Certificate Grade IV.

#### License and Certificate

- Possession of a valid California driver's license.
- Possession of a California Department of Public Health Water Treatment Operators Certificate, Grade 3 (T3)
- Possession of or ability to obtain a California Department of Public Health Water Distribution Operator Certificate, Grade 2 (D2) with 12 months of appointment.
- Possession of a California WWOCP Wastewater Treatment Plant Operator Certificate Grade III.
- Possession of or ability to obtain a California WWOCP Wastewater Treatment Plant Operator Certificate Grade IV within 12 months of appointment.

#### VI. Working Conditions

#### **Environmental Conditions**

Work is normally performed in a temperature controlled room environment subject to typical plant operation noise. Some duties require field visits in an outdoor environment subject to outdoor conditions including extreme heat and cold and wet, humid conditions, fumes and/or airborne particles. Duties may be performed near moving mechanical parts and on slippery and uneven surfaces with exposure to toxic or caustic chemicals and risk of electric shock. The District is located at high elevation in the Sierra Mountains and winter work is frequently performed outdoors in a cold and snowy environment.

Regular standby for response to off-hours emergencies is required.

#### **Physical Conditions**

Essential functions may require maintaining physical condition necessary to sit while studying or preparing reports; bend, squat, climb, kneel and twist when performing installation/repair of equipment; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 50 pounds or less. Conditions also require walking short distances through and over snow and/or ice to access District facilities.

#### **Mental Conditions**

Essential functions may require maintaining mental condition necessary to know and understand operations, observe safety rules, intermittently analyze problem equipment, identify and locate equipment, interpret work orders, remember equipment location, explain jobs to others, and handle conflict.

Job Title	Water/Wastewater	Reports To:	Chief Operator or as assigned
(Class):	Operator I/II/III		
FLSA	Non-Exempt	Approved by	TBD
Status:		Board of Directors:	

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### I. Definition

Under supervision perform a wide variety of semi-skilled and skilled duties associated with the operation and maintenance of the District's water treatment and distribution systems, and the District's wastewater collection, treatment, and disposal systems; support the production, storage, and distribution of quality domestic water; support the collection, treatment, and disposal of domestic wastewater; ensure compliance with regulatory requirements; and to perform related duties and responsibilities as assigned.

#### II. <u>Distinguishing Characteristics</u>

#### Operator I/Operator In Training (OIT)

This is the first certified level in the Operator series. Initially positions in this class typically have little or no directly related work experience achieving a Grade 2 Water (T2) within 18 months and a Grade 2 Wastewater within 24 months. The Operator I is distinguished from the Operator II by the performance of basic tasks and duties assigned to positions within the series that do not require possession of a Water or Wastewater Treatment Operator Grade 2 certificate.

#### Operator II

This is the second certified level in the Operator series. The Operator II is distinguished from the Operator III by the performance of duties assigned to positions within the series that do not require possession of a Water or Wastewater Treatment Operator Grade 3 certificate. Positions in this class are flexibly staffed and are normally filled by advancement from the Operator I level once the appropriate certification is obtained and performance expectations are met.

#### Operator III

This is the full journey level in the Operator series. The Operator III is distinguished from the Operator II by the assignment of the full range of duties and is required to be fully trained in all procedures related to assigned area of responsibility and are able to independently serve as shift operator responsible for the safe operation of the District's treatment plants and portions of the distribution facilities as well as the monitoring of water quality. Positions in this class are flexibly staffed and are normally filled by advancement from the Operator II level once the appropriate certification is obtained and performance expectations are met. This class is further distinguished from the Chief Operator in that the latter is the advanced journey level and has responsibility for the

overall interpretation and implementation of regulations as well as the more complex maintenance activities.

#### III. Supervision Received and Exercised

#### Operator I

Receives immediate supervision from the Assistant Chief Operator; may receive technical supervision from an Operator III during an assigned shift. Receives technical and functional supervision from the Chief Operator.

#### Operator II

Receives close supervision from the Assistant Chief Operator; may receive technical supervision from an Operator III during an assigned shift. Receives technical and functional supervision from the Chief Operator.

#### Operator III

Receives general supervision from the Assistant Chief Operator; receives technical and functional supervision from the Chief Operator. May exercise technical supervision over less certified Operators.

#### IV. Essential Functions Statement

The duties specified below are representative of the range of duties assigned to this class and are not intended to be an inclusive list.

- 1. Perform assigned treatment plant and distribution system rounds inspecting, monitoring and documenting plant equipment gauges, dials, graphs, and other instrumentation to ensure storage and treatment of water meets local, State, and Federal rules and regulations.
- 2. Perform assigned wastewater collection system and lift station inspection and maintenance rounds.
- 3. Collect samples and conduct laboratory analysis of water quality, including, but not limited to, pH, chlorine, turbidity, bacteriological monitoring, and chemical dosing to ensure adequate and proper chemical application according to regulations and guidelines; make necessary operational adjustments in response to test results.
- 4. Monitor water quality and the collection of bacteriological samples in the distribution system.
- 5. Maintain, compile, and update plant operating logs and computerized reports as required by law related to water and wastewater treatment plant operational activities; perform and record water and wastewater treatment related mathematical calculations as needed.
- 6. Conduct inspections of treatment plant equipment to determine required maintenance and repair activities; perform the more routine maintenance, repair and servicing of plant operation machinery and equipment including pumps,

- valves, motors, feeders, tanks and reservoirs; perform preventative maintenance repairs or schedule repairs as required.
- 7. Conduct inspection of treatment plant to ensure plant is maintained in a clean and orderly fashion; perform sludge basin and reservoir cleaning; perform filter maintenance including back washing, media replacement and chemical treatment; ensure safe and proper handling and storage of treatment related materials.
- 8. Operate and maintain chemical dosing systems; maintain booster pump stations, wastewater lift stations, and storage tank sites; conduct monthly tank inspections.
- 9. Respond to emergency situations; answer questions, respond to inquiries, and resolve conflicts from the public relating to water distribution and treatment activities and wastewater collection and treatment activities.
- 10. Assess and appropriately and quickly respond to operational issues; ensure adherence to safe work practices during assigned shift.
- 11. Troubleshoot and assist less certified staff with questions regarding appropriate procedures, operations and maintenance activities as required by local, State, and Federal rules and regulations; oversee the work of outside contractors.
- 12. Grade III Operators provide technical supervision and training to less certified staff on an assigned shift.
- 13. Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.
- 14. Safely operate snow removal equipment.
- 15. Safely operate excavating equipment such as backhoes and excavators.
- 16. Perform related duties as assigned.

#### V. Qualifications

#### Operator I

#### Knowledge of:

- Purpose and use of general construction and power tools
- Elementary mechanical principles and practices.
- Basic arithmetic to perform calculations.
- Principles and practices of effective customer service.
- Modern office equipment including use of applicable computer applications.

#### Ability to:

- Learn basic principles and procedures related to the operation and maintenance of a water treatment plant.
- Learn sampling methods and techniques.
- Learn principles of biology, chemistry, and mathematics.
- Learn policies and procedures governing water treatment facilities.
- Learn to perform skilled tasks associated with the operation and maintenance of water treatment facilities.

- Learn to read meters and gauges accurately.
- Learn to maintain accurate records and logs.
- Learn to operate snow removal and excavating equipment.
- Operate and use modern office equipment including a computer and applicable software.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Work after hours standby to respond to emergency situations.

#### Operator II

In addition to the qualifications for Operator I:

#### Knowledge of:

- Principles and practices associated with operating a water treatment plant and associated facilities.
- Equipment used in the maintenance and operation of water treatment facilities.
- Principles and practices associated with operating a wastewater treatment plant and associated facilities.
- Equipment used in the maintenance and operation of wastewater treatment facilities.
- Elementary electrical and hydraulic principles.
- Basic principles of biology, chemistry, and mathematics.
- Basic sampling and water quality testing methods and techniques.
- Basic drinking water standards and regulations.
- Basic water treatment and distribution practices and procedures.
- Proper handling of hazardous materials.

#### Ability to:

- Document and maintain accurate reports and records.
- Perform routine physical and chemical tests of water.
- Perform skilled tasks associated with the operation and maintenance of water treatment facilities.
- Learn to assess the condition and maintenance requirements of water treatment facilities.
- Read gauges, meters, and other electrical instrumentation devices including a treatment plant SCADA system.
- Apply District policies and procedures governing water treatment facilities.
- Work after hours standby to respond to emergency situations.

#### Operator III

In addition to the qualifications for Operator II:

#### Knowledge of:

- Methods and techniques associated with proper water treatment plant and water storage operations.
- Methods and techniques associated with proper wastewater treatment and collection operations.
- Advanced principles of biology, chemistry, and mathematics.
- Tools, materials, and equipment used in the operation and maintenance of water treatment plants and distribution system.
- Operational procedures, equipment and maintenance related to water treatment plants.
- Laboratory analysis techniques and health standards for potable water.
- Tools, materials, and equipment used in the operation and maintenance of wastewater treatment plants and collection systems.
- Operational procedures, equipment and maintenance related to wastewater treatment plants.
- Laboratory analysis techniques and health standards for domestic wastewater.
- Emergency response procedures.
- Methods for troubleshooting equipment associated with the operation of water and wastewater treatment plants.

#### Ability to:

- Independently operate water and wastewater treatment systems.
- Perform minor repair maintenance on pumps, valves, and electronic monitoring devices.
- Independently collect samples and conduct and interpret laboratory results.
- Operate a variety of equipment and changing technology related to water and wastewater treatment in a safe and effective manner.
- Troubleshoot and resolve maintenance issues associated with treatment, distribution, and collection equipment.
- Interpret, apply, explain, and enforce District policies and procedures governing water and wastewater treatment facilities.
- Work after hours standby to respond to emergency situations at all District facilities.
- Operate a computerized water and wastewater treatment plant SCADA system.
- Train and provide technical supervision to lower certified operators.

#### VI. Experience and Education Guidelines

#### Experience

<u>Operator I:</u> Previous experience in the operation of a potable water treatment plant and/or domestic wastewater treatment plant.

<u>Operator II:</u> Two years of responsible experience similar to Operator I with Donner Summit Public Utility District.

<u>Operator III:</u> Two years of responsible experience similar to Operator II with Donner Summit Public Utility District.

#### Education

Operator I: Equivalent to completion of the twelfth grade supplemented by education as required by the State of California Department of Public Health to obtain and retain a Water Treatment Operators Certificate, Grade (T1), and as required by the State of California Wastewater Operators Certificate Program (WWOCP) to obtain and retain a Wastewater Treatment Plant Operator Certificate Grade I

Operator II: Equivalent to completion of the twelfth grade supplemented by education as required by the State of California Department of Public Health to obtain and retain a Water Treatment Operators Certificate, Grade 2 (T2) and as required by the State of California WWOCP to obtain and retain a Wastewater Treatment Plant Operator Certificate Grade II.

Operator III: Equivalent to completion of the twelfth grade supplemented by education as required by the State of California Department of Public Health to obtain and retain a Water Treatment Operators Certificate, Grade 3 (T3), as required by the State of California WWOCP to obtain and retain a Wastewater Treatment Plant Operator Certificate Grade III.

#### License and Certificate

#### Operator I:

- Possession of a valid California driver's license.
- Possession of a wastewater operator-in-training certificate (OIT) within three months.
- Possession of a California Department of Public Health Water Treatment Operators Certificate, Grade 2 (T2) within 18 months of appointment.
- Possession of a California WWOCP Wastewater Treatment Plant Operator Certificate Grade II within 24 months of appointment.

#### Operator II:

- Possession of a valid California driver's license.
- Possession of a California Department of Public Health Water Treatment Operators Certificate, Grade 2 (T2).
- Possession of a California WWOCP Wastewater Treatment Plant Operator Certificate Grade II.

#### Operator III:

Possession of a valid California driver's license.

- Possession of a California Department of Public Health Water Treatment Operators Certificate, Grade 3 (T3).
- Possession of a California WWOCP Wastewater Treatment Plant Operator Certificate Grade III.

#### VII. Working Conditions

#### **Environmental Conditions**

Work is normally performed in a temperature controlled room environment subject to typical plant operation noise. Some duties require field visits in an outdoor environment subject to outdoor conditions including extreme heat and cold and wet, humid conditions, fumes and/or airborne particles. Duties may be performed near moving mechanical parts and on slippery and uneven surfaces with exposure to toxic or caustic chemicals and risk of electric shock. The District is located at high elevation in the Sierra Mountains and winter work is frequently performed outdoors in a cold and snowy environment.

Regular standby for response to off-hours emergencies is required.

#### Physical Conditions

Essential functions may require maintaining physical condition necessary to sit while studying or preparing reports; bend, squat, climb, kneel and twist when performing installation/repair of equipment; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 50 pounds or less. Conditions also require walking short distances through and over snow and/or ice to access District facilities.

#### Mental Conditions

Essential functions may require maintaining mental condition necessary to know and understand operations, observe safety rules, intermittently analyze problem equipment, identify and locate equipment, interpret work orders, remember equipment location, explain jobs to others, and handle conflict.

Job Title	Mechanic/Equipment	Reports To:	Chief Operator or as
(Class):	Operator		assigned
FLSA	Non-Exempt	Approved by	TBD
Status:	-	Board of	
		Directors:	

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job.

#### I. Definition

Under supervision perform a variety of semi-skilled duties involving in the inspection, diagnosis, troubleshooting, maintenance, repair and servicing of field and shop equipment, components, facilities, and machinery.

#### II. Supervision Received and Exercised

Receives supervision from the Chief Operator or assigned lead. Exercises no supervision of staff.

#### III. Essential Functions Statement

The duties specified below are representative of the range of duties assigned to this class and are not intended to be an inclusive list.

- 1. Inspect, diagnose, troubleshoot, maintain, repair, and service field and shop equipment, such as pipes, tubes, rods, seals, shafts, stuffing boxes, gears, motors, bearings, couplings, chemical production, chemical storage and feed systems, flow stations, pumping stations, sewage lift stations, and valves.
- 2. Test and monitor equipment and machinery for vibration, bearing temperature, and output capacity.
- 3. Install, maintain, and repair equipment, hydraulic and pneumatic systems, booster pumps, disinfection equipment, hydro mechanical systems and related equipment and apparatus used in the production, treatment, storage and distribution of potable, reclaimed water and the collection and transmission of raw sewage and waste water.
- 4. Maintain sewer lift station facilities, equipment, and machinery by using manual, electronic and computer control systems (i.e. float, ultrasonic level, or pressurized air control systems).
- 5. Maintain and service air compressors; maintain, install, pull, service, and align all electric motors.
- 6. Operate Shop Bridge, boom trucks, cranes, forklifts, compressors, portable and stationary generators, steam cleaners, pneumatic, hydraulic and electric tools, shop machinery, and related tools and equipment.
- 7. Install, replace, and repair chemical storage, feed, and distribution system components such as storage tanks, generators, analyzers, evaporators, distribution lines and valves, and various chemical feed pumps.

- 8. Respond to leaks in chemical feed systems and make repairs to storage tanks and feeders.
- 9. Supply emergency generators for power outages.
- 10. Supply portable pump stations and fab piping.
- 11. Maintain, repair, and service valves and surge tanks at reservoirs, pumping, and flow stations.
- 12. Install and/or replace large water meters and backflow preventers.
- 13. Schedule and coordinate activities with other sections and divisions, including construction crews on valve repairs.
- 14. Ensure timely and accurate completion of preventative maintenance activities, utilizing computerized maintenance management programs; maintain detailed record keeping in support of computerized maintenance management system.
- 15. Requisition necessary tools, equipment, and supplies.
- 16. Research new operational methods, techniques and equipment and recommend their application.
- 17. Plan and lay out jobs from blueprints, drawings, sketches or verbal instructions; maintain records in the form of blueprints, plans and specifications for industrial and waterworks equipment and machinery; make suggestions for system design and operational improvements.
- 18. Design and fabricate a variety of brackets, supports and other metal structures using fabricating equipment, fabricate and install exhaust piping, mufflers, catalytic converters, heat exchangers and associated piping for industrial engines and generators.
- 19. Rebuild existing pumps and valves at lift stations, wells, pumping plants and water process facilities.
- 20. Fabricate and install piping for new pump installations which may include plumbing, pipe fitting and machine tool operations.
- 21. Respond to emergency situations as necessary, extended duties may include confined space entries utilizing departmental safety equipment, policies and procedures.
- 22. Use lockout/block out procedures to block electrical and other energy sources and operations equipment at panel for maintenance purposes.
- 23. Perform a variety of semi-skilled duties involved in the inspection, diagnosis, troubleshooting, maintenance, and repair and servicing of water reclamation and potable water treatment facility equipment, components, facilities and machinery.
- 24. Test, troubleshoot, calibrate and perform preventative maintenance on a variety of complex electronic instruments and equipment.
- 25. Respond to emergencies related to all facilities and equipment.
- 26. Perform related duties as assigned.
- 27. Operate heavy equipment included but not limited to small excavators, loaders, snow plows, etc.

#### IV. Qualifications

#### Knowledge of:

- English usage, spelling, grammar, and punctuation.
- Basic principles, methods, techniques, tools, and equipment used in the
  installation, maintenance, and repair of industrial/mechanical equipment and
  machinery common to state of the art drinking water and domestic wastewater
  treatment plants, waterworks systems, lift stations, pumping stations, water
  storage facilities, and other typical water and wastewater facilities.
- Machine shop procedures and practices.
- Safety practices, safe work methods and safety regulations, lockout/blockout procedures, basic electrical safety, confined space entry procedures, and basic first aid.
- Shop mathematics.
- Water hydraulics.
- Use and operation of oxyacetylene and cutting torch materials, and electric welding equipment.
- Regulations relevant to drinking water treatment and distribution and domestic wastewater collection and treatment.
- Computer applications related to the work.
- Regulations pertaining to the work.
- Metals identification.

#### Ability to:

- Learn the organization, procedures, and operating details of the District
- Under close supervision, diagnose and repair a variety of industrial/mechanical equipment, systems and machinery, such as valves, motors, pumps and other equipment common to the waterworks and wastewater fields.
- Use precision and diagnostic instruments to measure required tolerances of mechanical parts.
- Install pumps.
- Identify and implement effective courses of action to complete assigned work.
- Read and interpret plans, specifications, manuals and blueprints, use hand tools, pipe-threaders, taps, dies, measuring instruments and laser alignment equipment, exercise independent judgment within established guidelines
- Establish and maintain effective working relationships with those contacted in the course of the work
- Coordinate work assignments with other sections, divisions or departments.
- Follow and apply written and oral work instructions.
- Support, promote, and implement the District's and or department's mission, direction, and policies in a positive and professional manner.
- Learn to operate and use modern office equipment including a computer and applicable software.

- Communicate clearly and concisely, both orally and in writing.
- Prioritize work and manage competing priorities.
- Make accurate mathematical calculations.
- Interpret and explain District policies and procedures.
- Work after hours standby to respond to emergency situations.

#### V. Experience and Education Guidelines

#### Experience

Two years of journey level experience in the installation, maintenance, and repair of pumping equipment, including valves, pumps and motors, or an equivalent combination of training and experience.

#### Education

Equivalent to completion of the twelfth grade.

#### License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

Possession of, or ability to obtain within 12 months, CWEA Maintenance Certification Grade 1.

#### VI. Working Conditions

#### **Environmental Conditions**

Work is performed in a shop environment on a year-round basis subject to outdoor weather conditions including extreme heat and cold and to wet, humid conditions, fumes and/or airborne particles. Duties may be performed near moving mechanical parts and on slippery and uneven surfaces with exposure to toxic or caustic chemicals and risk of electric shock. The District is located at high elevation in the Sierra Mountains and winter work is frequently performed outdoors in a cold and snowy environment.

Regular standby for response to off-hours emergencies may be required.

#### **Physical Conditions**

Essential functions may require physical condition necessary to sit while studying or preparing reports; bend, squat, climb, kneel and twist when performing repair and installation of equipment; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 75 pounds or less. Conditions also require walking short distances through and over snow and/or ice to access District facilities.

#### **Mental Conditions**

Essential functions may require mental condition necessary to know and understand operations, and observe safety rules; intermittently analyze problem equipment; identify

and locate equipment and tools; interpret work orders; remember equipment location; explain jobs to others; handle conflict.



### Agenda Item: 8C

#### STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager  $\mathcal{S} \rho$ 

**SUBJECT:** Agreement with the Placer County Water Agency for a \$33,600 Grant from

the Financial Assistance Program for Environmental Permitting and Design

for Big Bend Water System Pipeline Replacement Phase 1

#### **RECOMMENDATION**

Approve the agreement and authorize the General Manager to sign the Funding Agreement with the Placer County Water Agency (PCWA) for a \$33,600 grant from the Financial Assistance Program (FAP) for environmental permitting and design for the Big Bend Water System Pipeline Replacement Phase 1 Project.

#### **BACKGROUND**

PCWA implements an annual FAP to provide loans or grants to districts for the conservation and development of eligible water supplies and facilities. To be eligible, the organization must be an irrigation district, county water district, water conservation district, municipality, town, or any other district or political subdivision of the State empowered by law to appropriate water and deliver water to water users within Placer County. Projects, programs, or facilities related to the production, treatment, storage, transmission, distribution or conservation of water for beneficial use within the County of Placer are eligible for funding.

The General Manager applied for and received 2023 PCWA FAP Funding for Phase 1 of the Big Bend Water System Pipeline Replacement Project. The application requested grant funding of \$224,400 from a total project cost of \$280,500. The application requested funding for design and construction of Phase 1. PCWA awarded DSPUD \$20,400 for environmental permitting and design only at their Board meeting on April 28, 2023

A Request for Proposals was issued for environmental permitting and design, and only one proposal was received from Bennett Engineering Inc. The proposed fee was significantly higher than estimated for the grant application. After negotiations with Bennett Engineering and PCWA, we were unable to develop a reasonable scope within the available funding. The General Manager applied for additional funding from the 2024 PCWA FAP and requested \$166,600 to fund the environmental and engineering design cost proposal of \$179,600. At their Board meeting on May 16, 2024, PCWA awarded DSPUD \$33,600 of the \$166,600 requested.

#### **DISCUSSION**

PCWA awarded DSPUD an additional \$33,600 for environmental permitting and design only at their Board meeting on May 16, 2024. To accept the grant, DSPUD must execute the Funding Agreement included as Attachment 2. The terms of the agreement include:

• Scope of work for environmental permitting and design as described in grant application (Attachment 1).

- Must be complete prior to December 31, 2025, unless an extension is requested in writing 60 days prior to completion date.
- Reimbursement basis and requests may be submitted monthly.
- This grant requires a \$13,000 match from DSPUD funds.

The grant funding plus the match provides \$67,000 for this project. This funding is sufficient for surveying and preparation of preliminary engineering plans.

#### **FISCAL IMPACT**

Approving the agreement will result in an additional \$33,600 for a total of \$54,000 in funding from PCWA on a reimbursement basis.

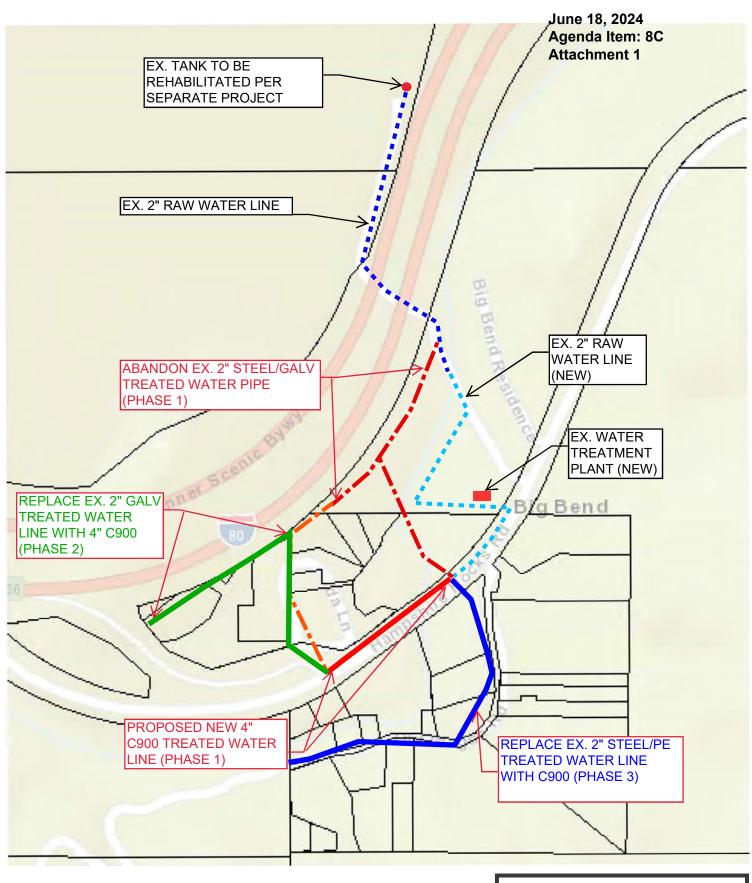
This grant requires a \$13,000 match from DSPUD funds which will come from reserves. This is included in the Fiscal Year 2024-2025 operating budget presented to the Board at today's meeting. This year's operating budget includes spending about \$189,000 from reserves on capital projects like this Project. The operating fund reserves are projected to decrease to \$242,800 at the end of Fiscal Year 2024-2025.

#### **CEQA ASSESSMENT**

This action is not a CEQA Project. A CEQA analysis will be performed as part of preparing the engineering plans and specifications.

#### **ATTACHMENTS**

- 1. Grant Application
- 2. Funding Agreement



CONCEPTUAL PLAN WITH PHASES
WATER LINE REPLACEMENT PROJECT
BIG BEND WATER SYSTEM
DONNER SUMMIT PUBLIC UTILITY DISTRICT
FEBRUARY 10, 2022

# LEGEND EX. RAW WATER LINE EX. RAW WATER LINE (NEW) EX. WATER LINE (ABANDON PH 1) NEW WATER LINE (PH. 1) REPLACE WATER LINE (PH 2) REPLACE WATER LINE (PH 3)

Entity Name: Donner Summit Public Utility District	
FAP Project(s) Title included in the Project Database you wish to submit f	or FAP:
Big Bend Water System Pipeline Replacement Phase 1	
This Financial Assistance Request is for a Loan or X Grant. If requesting a Loan, please provide the source of funds for repayment:	
As the FAP loan and grant funding resources are limited, at times the FAP funded. If only a portion of the requested FAP Project amount was award	
If the full request is not granted, the district will be unable to complete full partial award would allow the district to continue working on the design are	
If available online, please provide the website for the most current auditors available online, please upload the documents into the Project Data	_
Current operating budget is linked here: https://dspud.com/wp-content/u Budget-Final-Approved.pdf Current audited Financial Statements are uplo DSPUD website by February 23.	•
Authorization	
SKR	2/13/2024
Signature	Date
Print Name: Steven Palmer	
Electronic submissions are required and deliverable to	: PCWAFAP@pcwa.net
Submit by 5:00 pm February 20, 2024 for currer	•
Submissions received after 5:00 pm February 20,	2024 will be returned.

1 Donner Summit Public Utility District Request: \$166,600 Grant Element 2, Water Infrastructure Reliability Total Project Cost: \$179,600

Project Title: Big Bend Water System Pipeline Replacement Phase 1

The 2024 grant request is for:

FAP Request in the amount of \$166,600 to fund environmental permitting and design.

**Project Statement:** 

Replace/Rehabilitate old and leaking treated water distribution lines. Water flows by gravity from the springs and horizontal well into a 20,000 gallon buried concrete storage tank. The tank provides gravity pressure and storage for the distribution system. Topographic maps suggest a static pressure of about 40 psi throughout the distribution system. Small wharf hydrants are located throughout the community, but flow from the hydrants is known to be significantly limited by the size of the pipes in the distribution system. Much of the original distribution system was reportedly constructed using steel boiler pipe. Some of the oldest steel lines have since rusted to the point that replacement was necessary. Newer water lines are constructed of SCH 40 PVC of various sizes. Pipe sizes throughout the existing distribution system are mostly 2 inch pipe which would technically not meet minimum mainline size defined by the current American Water Works Association standards.

#### **Project Description:**

This Project will replace the existing 2-inch treated water distribution lines in the Big Bend Water System with 4-inch and 6-inch diameter distribution lines as determined in engineering design. For ease of constructability and funding, the Project has been divided into two stand alone Phases. The first Phase will abandon the existing pipeline through the campground and install a new pipeline along Hampshire Rocks Road to connect the water treatment plant to the existing line crossing of Hampshire Rocks Road. This new pipeline will be approximately 850 linear feet. Only the first phase is proposed for funding at this time.

#### **Water Entity Metrics:**

- o 364 Treated water connections
- 364 Treated water connections metered
- o 0 Irrigation water connections
- \$513476.00 Current year water system expense budget
- \$6434471.00 Assets per most recent audit
- \$30213.00 Property tax revenue, if any
- o 7 Full-time staff
- 0 Part-time/volunteers



BOARD OF DIRECTORS
Gray Allen, District 1
Primo Santini, District 2
Mike Lee, District 3
Robert Dugan, District 4
Joshua Alpine, District 5
Andrew Fecko, General Manager

WATER AGENCY
WATER AGENCY
WATER AGENCY

BUSINESS CENTER
144 Ferguson Road
MAIL
P.O. Box 6570
Auburn, CA 95604
PHONE
(530) 823-4850
(800) 464-0030
WWW.PCWA.NET

May 31, 2024

Mr. Steven Palmer General Manager Donner Summit Public Utility District P.O. Box 610 Soda Springs, CA 95728

Dear Steven,

On May 16, 2024, the Placer County Water Agency Board of Directors awarded the Donner Summit Public Utility District a Grant totaling \$33,600 for the project titled "Big Bend Water System Pipeline Replacement Phase 1", under PCWA's 2024 Financial Assistance Program.

Please indicate your acceptance of the terms of this Agreement by electronically signing this document in Adobe Sign. Once countersigned by the Agency, you will receive an executed original for your files.

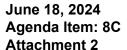
Thank you for your interest in the Financial Assistance Program. Should you have any questions, please do not hesitate to contact me at (530) 823-4875 or Melissa Cope at (530) 823-4850.

Sincerely,

Joseph H. Parker, CPA

Joseph H. Parker

**Director of Financial Services** 





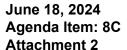
This Agreement by and between the **Placer County Water Agency**, ("PCWA" or "Agency"), and **Donner Summit Public Utility District**, ("District" or "DSPUD"), collectively referred to as "Parties," for a Grant under the 2024 PCWA Financial Assistance Program, ("FAP") is made as of the date executed by the last signatory of this Agreement, ("Effective Date").

#### **RECITALS**

- A. In accordance with the provisions of the PCWA's Financial Assistance Program, the District submitted a request for a Grant of \$166,600 to be reimbursed toward specific costs of the District's total estimated cost of its project entitled "Big Bend Water System Pipeline Replacement Phase 1", (Project).
- B. After duly considering the District's request, PCWA's Staff recommended and PCWA Board of Directors approved, on May 16, 2024, to Award a Grant of \$33,600 to the District, on a reimbursement basis, to cover a portion of costs for environmental permitting and a basis of design report associated with replacing the existing treated water distribution lines in the previously consolidated Big Bend Water System, subject to the terms and conditions of this Grant Agreement.

#### NOW THEREFORE, the Parties hereto agree as follows:

- 1. <u>Amount and Purpose of Grant</u> PCWA hereby agrees to a grant to the District in the amount of \$33,600 to assist the District in funding the Project. The scope of the District's Project as set forth in the application, which is attached hereto as **EXHIBIT A, Scope of Work.**
- 2. <u>Term of the Grant</u> The District hereby agrees to use the funds to be granted to it pursuant to this Agreement, solely for the purpose of completing the Project stated herein. The District agrees to complete the District's Project on or before December 31, 2025. If the Project cannot be completed by that date, the District may request a time extension. The request for an extension shall be submitted to PCWA at least 60 days prior to the Completion Date, which at PCWA's sole discretion, may be authorized by the Director of Financial Services in writing with or without supplemental conditions.
- 3. <u>Disbursement of Funds</u> Grant funding is performed on a reimbursement basis; thus, the District would pay for the Project's cost, then submit a payment request to PCWA for reimbursement from the awarded grant funding. Payment requests may be submitted throughout the Project, no more frequently than monthly, or once upon completion of the Project. The District shall complete, sign and submit a reimbursement request in the format



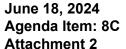


provided in **EXHIBIT B**, **Reimbursement Request**, with appropriate supporting documentation for the allowable actual Project costs incurred by the District under this Agreement. Upon receipt of the Reimbursement Request, PCWA will review the completed form and the provided supporting documentation and, if approved, will pay the allowable costs under this Agreement, but in no event will PCWA pay more than the grant award amount stated in Section 1 above. The District's final reimbursement shall be submitted no later than 60 days after the completion date referenced in Section 2 above. PCWA reserves the right to hold the final reimbursement amount or 10% of the grant award until a final report is completed and received.

- 4. <u>Project Costs</u> The District shall pay any and all costs connected with the Project, without limitation. If the Project Grant award amount is not sufficient to pay the Project costs in full, the District shall nonetheless complete the Project and pay all Project costs in excess of the available Project Grant award amount. The District shall not be entitled to any reimbursement from the Agency for Project costs in excess of the Grant award amount. Should the grant award be insufficient to complete the Project within the term of the Grant in **Article 2**, it will be the District's responsibility to complete the Project using other funding opportunities, or operations expenses. Any allocated grant award funds remaining unused at the end of the grant term, or extension, will be un-allocated and returned to the FAP pool of funds for use in future FAP awards.
- 5. <u>Final Report</u> Where applicable, the District agrees to furnish PCWA a copy of all final reports, studies or assessments associated with the Project and receipt of the final report may be a condition of final disbursement of funds.
- 6. <u>Examination and Audit</u> The District acknowledges that pursuant to California Government Code Section 8546.7:

Notwithstanding any other provision of law, every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, board, commission, or department or by any other public entity, including a city, county, city and county, or district, shall be subject to the examination and audit of the California State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract.

Every contract shall contain a provision stating that the contracting parties shall be subject to that examination and audit. The failure of a contract to contain this provision shall not preclude the California State Auditor from conducting an examination and





audit of the contract at the request of the public entity entering into the contract or as part of any audit of the public entity.

The examinations and audits under this section shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract. In compliance with the above, the District shall maintain and make available for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant. During regular office hours, PCWA's duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the District pertaining to this Grant, the District's Project, or matters related hereto. Failure or refusal by the District to comply with this provision shall be considered a substantial failure to comply with this Agreement and PCWA may withhold disbursements to the District or request any reimbursed funds to be refunded.

7. <u>Indemnification</u> The District agrees to indemnify, defend and save harmless PCWA, its Board of Directors, officers, agents, employees, and volunteers from any and all suits, actions, claims, and or losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in conjunction with the performance of this Agreement, from any and all claims and or losses accruing or resulting to any person, firm or corporation who may be injured or damaged by District in the performance of this agreement, and from any and all claims resulting from legal challenges to the District's Project, including, but not limited to, environmental review and compliance. This indemnity shall survive the termination of this Agreement whether by completion of the Project or any other reason whatsoever.

The District (including its contractor, subcontractors, stakeholders, and sub-recipients) shall maintain liability insurance, workers compensation and property coverage sufficient to indemnify PCWA from claims for death, bodily injury, property damage, loss or other liability that could result from one or more identified activities carried out in connection with this FAP award agreement. PCWA, its Board of Directors, officers, agents, employees, and volunteers shall be specifically named as Additionally Insured under the recipient's policies.

The District agrees to promptly report and cooperate with PCWA in the investigation and defense of any claims that may be filed against PCWA arising out of the activities of the District, its agents, employees or contractors.



# Placer County Water Agency 2024 Financial Assistance Program Funding Agreement

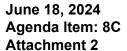
In the event of damage or destruction to the project, in whole or in part, nothing herein contained shall be deemed to require PCWA to replace or repair the building(s), property, or project. The District agrees that PCWA has no obligation for salvage, demolition or repair.

8. <u>Notices</u> All notices that are required to be given to one party by the other under this Agreement shall have been deemed to have been given if delivered personally or enclosed in a properly addressed envelope for delivery by registered or certified mail addressed to the parties at the addresses below, unless such addresses are changed by notice to the other party.

<u>District</u> <u>Agency</u>

Donner Summit Public Utility District P.O. Box 610 Soda Springs, CA 95728 Placer County Water Agency P.O. Box 6570 Auburn CA 95604-6570

- 9. <u>Dispute Resolution</u> If a dispute arises concerning any controversy or claim arising out of or relating to this Agreement or the breach thereof, or relating to its application or interpretation, the aggrieved party will notify the other party of the dispute in writing within 20 days after such dispute arises. If the Parties fail to resolve the dispute within 60 days after delivery of such notice, each party will promptly nominate a senior officer of its organization to meet at any mutually agreed time and location to resolve the dispute. The Parties shall use their best efforts to reach a just and equitable solution satisfactory to all Parties. Should the Parties be unable to resolve the dispute to their mutual satisfaction within 60 days thereafter, the dispute will be subject to mediation, pursuant to (13), below. The time periods set forth in this section are subject to extension as agreed to by the Parties.
- 10. Mandatory Non-binding Mediation If a dispute is not resolved pursuant to (12), above, the Parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation initiated and conducted under the applicable rules of the American Arbitration Association, before having recourse in a court of law. Each party shall bear its own legal expenses, and the expenses of witnesses for either side shall be paid by the party producing such witnesses. All expenses of the mediator, including required travel, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise. Any resultant agreements from mediation shall be documented in writing. All mediation proceedings, results, and documentation, including without limitation any materials prepared or





submitted or any positions taken by or on behalf of either party, shall be inadmissible for any purpose in any legal proceeding (pursuant to California Evidence Codes sections 1115 through 1128), unless such admission is otherwise agreed upon in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery. The mediation shall be completed within 60 days after selection of the mediator, unless the Parties agree to extend the mediation period. Either party may thereafter pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law. In the event of any action between Parties seeking enforcement of any of the terms and conditions of this Agreement, the prevailing party in such action shall be awarded its reasonable costs and expenses, including but not limited to taxable costs, and its reasonable attorneys' fees.

- 11. <u>Severability</u> If a provision of this Agreement violates any applicable law or regulation, that provision will be stricken from the Agreement, and all other provisions of this Agreement will remain in full force.
- 12. Enforcement of Agreement This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected to this Agreement shall lie exclusively in the state trial court or Federal District Court in the Counties of Placer or Sacramento, within the Eastern District of California and Parties consent to jurisdiction over their persons and over the subject matter of such litigation in such courts, and consent to service of process issued by such courts. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction of these courts and waives any defense of forum non conveniens.

This Agreement shall not be interpreted in favor of any party by virtue of said party not having prepared this Agreement.

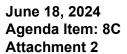
No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the Agency's review, approval or acceptance of, nor disbursement of funds for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the District shall be and remain liable to the Agency in accordance with applicable law for all damages caused by the District's negligent performance of any of the work under this Agreement.



June 18, 2024 Agenda Item: 8C Attachment 2

By signing below, signatory warrants and represents that they have accessed and read all Agreement documents and is fully authorized to execute this Agreement in their authorized capacity, that they have the authority to bind the entity listed below to contractual obligations and that by their signature on this Agreement, the entity on behalf of which they acted, executed this Agreement.

PLACER COUNTY WATER AGENCY	
BY:	Date:
Name:	
Title:	
DONNER SUMMIT PUBLIC UTILITY DISTRICT	
BY:	Date:
Name:	
Title:	





### EXHIBIT A Scope of Work

The following is a summary of the scope of work encompassing the Project and the specific Project costs covered by this Grant Agreement.

#### Project Description:

This Project will replace the existing 2-inch treated water distribution lines in the Big Bend Water System with 4-inch and 6-inch diameter distribution lines as determined in engineering design. For ease of constructability and funding, the project has been divided into two standalone Phases. The first Phase will abandon the existing pipeline through the campground and install a new pipeline along Hampshire Rocks Road to connect the water treatment plant to the existing line crossing Hampshire Rocks Road. This new pipeline will be approximately 850 linear feet.

**Specific Project Costs covered by this Grant Agreement:** The approved Grant amount is for reimbursement to cover a portion of costs for environmental permitting and a basis of design report associated with replacing the existing treated water distribution lines in the previously consolidated Big Bend Water System.



### **Placer County Water Agency**

June 18, 2024 Agenda Item: 8C **Attachment 2** 

### 2024 Financial Assistance Program EXHIBIT B

#### **Reimbursement Request**

DSPUD\_2024\_3

Send to: Placer County Water Agency				
P.O. Box 6570, Auburn, CA 95604-6570	pcwafap@pcwa.net			

District Name				Date
Donner Summit Public Utility District				
Project Title		Vendor#	•	P.O. No.
Big Bend Water System Pipeline Replacement Phase 1 4697				096560
PAYMENT REQUEST (Please Round amounts to the nearest whole dollar)				
a. Grant Amount			\$	33,600
b. Less Reimbursement(s) to Date				
c. Amount Available (a. minus b.)				
d. Less Amount of this Payment Reque	st			
e. Remaining Funds available after this	Payment Request (c.	minus d.)	\$	
f. Is this the final Payment Request: Y	es No			
Payments will be sent to the District ad	dress on the application	on noted below:		
(please correct if a different address is requi	ired)			
Street Address:	P.O. Box 610, Sod	a Springs, CA 95728		
Attention:	Mr. Steven Palme	r, General Manager		
Authorized District Representative Requ	esting Payment:			
Signature:			Date:	
Name (please print):			Email:	
Title (please print):			Phone:	
PCWA APPROVAL FOR PAYMENT: CWMI	P ELEMENT : 2 - Water In	frastructure Reliability	COMPLETIC	ON DATE: December 31,
CWMP Finance Signature	Name (please print)		Date:	
CWMP Approval Signature	Name (please print)		Date:	
Technical Services – CMIS Engineering approval	Name (please print)		Date:	
PO Entry Signature	Name (please print)		PO Line:	Date:
			096560	
			1	

#### ATTACHMENT 1 PAYMENT REQUEST FORM SUMMARY

1

### Placer County Water Agency

June 18, 2024 Agenda Item: 8C Attachment 2

#### 2024 Financial Assistance Program EXHIBIT B

DISTRICT Donner Summit Public Utility District

FAP#

DSPUD\_2024\_3

PROJECT TITLE

Big Bend Water System Pipeline Replacement Phase 1

PURCHASE ORDER

096560

**REIMBURSEMENT DATE** 

PAYMENT DATE	VENDOR	VENDOR INVOICE NUMBER	VENDOR INVOICE TOTAL	FAP REIMBURSEMENT AMOUNT	BACK- UP ITEM
					Α
					В
					С
					D
					E
					F
					G
					н
					ı
					J
					К
					L
					М
					N

FAP REIMBURSEMENT REQUEST TOTAL

0.00

### Agenda Item: 8D

#### STAFF REPORT

**TO:** Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager

**SUBJECT:** Adopt Resolutions Declaring an Election and Requesting that the Boards of

Supervisors of Nevada and Placer Counties Consolidate the Election with

Other Elections Conducted on November 5, 2024

#### **RECOMMENDATION**

Adopt Resolutions 2024-19 and 2024-20 declaring an election and requesting that the Boards of Supervisors of Nevada and Placer Counties consolidate the election with other elections conducted on November 5, 2024.

#### **BACKGROUND**

Donner Summit Public Utility District (DSPUD) Board has three seats that will be vacated this year and need to be filled by election.

#### **DISCUSSION AND ANALYSIS**

Directors for DSPUD are elected at-large and do not serve specific geographic regions of DSPUD.

Directors Cathy Preis, Joni Kaufman, and Dawn Parkhurst are currently serving four-year terms that expire on December 31, 2024. These elections are for four-year terms that will expire in 2028.

In order to hold an election, the DSPUD Board needs to adopt a resolution declaring an election, and request that the County consolidate the election with other elections on November 5, 2024 and provide election services for DSPUD. Since DSPUD is within both Placer and Nevada Counties, the Board must adopt a separate resolution for each county.

#### **FISCAL IMPACT**

The Counties charge a small fee for election services.

#### **CEQA ASSESSMENT**

This is not a CEQA Project

#### **ATTACHMENTS**

1. Resolutions

#### RESOLUTION 2024-19 OF THE

# DONNER SUMMIT PUBLIC UTILITY DISTRICT DECLARING AN ELECTION BE HELD IN ITS JURISDICTION; REQUESTING THE BOARD OF SUPERVISORS OF NEVADA COUNTY TO CONSOLIDATE THIS ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE;

AND
REQUESTING ELECTION SERVICES BY THE COUNTY CLERK

#### NOTICE OF GOVERNING BOARD MEMBER ELECTION

**WHEREAS**, the Board of Directors of the Donner Summit Public Utility District orders an election to be held in its jurisdiction on November 5, 2024, at which election the issue to be presented to the voters shall be:

#### **ELECTION OF THREE (3) BOARD MEMBERS FOR THE GOVERNING BODY**

**WHEREAS**, whenever two or more elections are called to be held on the same day, in the same territory, or in part of the same territory, such elections should be consolidated.

**NOW, THEREFORE, BE IT RESOLVED**, that an election be held on November 5, 2024 for the purpose of electing Three (3) to the District Board of Directors; and

**BE IT FURTHER RESOLVED** that said election shall be to fill a vacancy for the following Board Members whose terms expire:

<u>Incumbent's Name</u>	Regular or Short Term
Cathy Preis	Regular
Joni Kaufman	Regular

Dawn Parkhurst Regular

**BE IT FURTHER RESOLVED** that the Donner Summit Public Utility District requests the governing body of the County of Nevada, as prescribed by Elections Code Section 10402 and 10403, to consolidate the regularly scheduled district election with any other elections to be held on November 5, 2024; and

**BE IT FURTHER RESOLVED** that said Directors for this District are elected At Large. There are no divisions in the District; all voters within this District vote for all candidates; and

**BE IT FURTHER RESOLVED** that the Candidate is to pay for the publication of the candidate's statement, pursuant to Elections Code Section 13307. The limitation on

the number of words that a candidate may use in her/her Candidate's Statement is 200 words; and

**BE IT FURTHER RESOLVED** that in the case of a tie vote, the election shall be determined by lot; and

**BE IT FURTHER RESOLVED** that the Donner Summit Public Utility District agrees to reimburse the County of Nevada for the District's prorated share of the cost of the election; and

**BE IT FURTHER RESOLVED** that the District hereby certifies that there have been no District Boundary changes since our last election, but the District understands that the Nevada County Mapping Division will verify our District boundary lines prior to the election.

**PASSED AND ADOPTED,** this 18th day of June 2024, at a Regular Meeting of the Board of Directors of the Donner Summit Public Utility District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:	
	DONNER SUMMIT PUBLIC UTILITY DISTRICT
	By: Cathy Preis President, Board of Directors
ATTEST:	President, Board of Directors
By: Dawn Parkhurst Secretary of the Board	

### RESOLUTION 2024-20 OF THE

# DONNER SUMMIT PUBLIC UTILITY DISTRICT DECLARING AN ELECTION BE HELD IN ITS JURISDICTION; REQUESTING THE BOARD OF SUPERVISORS OF PLACER COUNTY TO CONSOLIDATE THIS ELECTION WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE; AND

REQUESTING ELECTION SERVICES BY THE COUNTY CLERK

### NOTICE OF GOVERNING BOARD MEMBER ELECTION

**WHEREAS**, the Board of Directors of the Donner Summit Public Utility District orders an election to be held in its jurisdiction on November 5, 2024, at which election the issue to be presented to the voters shall be:

### **ELECTION OF THREE (3) BOARD MEMBERS FOR THE GOVERNING BODY**

**WHEREAS**, whenever two or more elections are called to be held on the same day, in the same territory, or in part of the same territory, such elections should be consolidated.

**NOW, THEREFORE, BE IT RESOLVED**, that an election be held on November 5, 2024 for the purpose of electing three (3) to the District Board of Directors; and

**BE IT FURTHER RESOLVED** that said election shall be to fill a vacancy for the following Board Members whose terms expire:

<u>incumpent's Name</u>	Regular or Short Term	
Cathy Preis	Regular	
	<b>.</b> .	

Joni Kaufman Regular Dawn Parkhurst Regular

**BE IT FURTHER RESOLVED** that the Donner Summit Public Utility District requests the governing body of the County of Placer, as prescribed by Elections Code Section 10402 and 10403, to consolidate the regularly scheduled district election with any other elections to be held on November 5, 2024; and

**BE IT FURTHER RESOLVED** that said Directors for this District are elected At Large. There are no divisions in the District; all voters within this District vote for all candidates; and

**BE IT FURTHER RESOLVED** that the Candidate is to pay for the publication of the candidate's statement, pursuant to Elections Code Section 13307. The limitation on the number of words that a candidate may use in her/her Candidate's Statement is 200 words; and

**BE IT FURTHER RESOLVED** that in the case of a tie vote, the election shall be determined by lot; and

**BE IT FURTHER RESOLVED** that the Donner Summit Public Utility District agrees to reimburse the County of Placer for the District's prorated share of the cost of the election; and

**BE IT FURTHER RESOLVED** that the District hereby certifies that there have been no District Boundary changes since our last election, but the District understands that the Placer County Mapping Division will verify our District boundary lines prior to the election.

**PASSED AND ADOPTED,** this 18th day of June 2024, at a Regular Meeting of the Board of Directors of the Donner Summit Public Utility District by the following vote:

AYES: NOES: ABSENT: ABSTAIN:	
	DONNER SUMMIT PUBLIC UTILITY DISTRICT
	By: Cathy Preis President, Board of Directors
ATTEST:	
By: Dawn Parkhurst Secretary of the Board	

### Agenda Item: 8E

### STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager SP

**SUBJECT:** California Special District Association Board of Directors Election

### **RECOMMENDATION**

Board voting for California Special District Association (CSDA) Board of Directors.

### **BACKGROUND**

CSDA is holding an election for Seat A in the Sierra Network. This seat has a 3-year term. The candidates are:

- Noelle Mattock (Incumbent), Director, El Dorado Hills Community Service District
- Kevin King, General Manager, Reclamation District 1000
- Nicholas Schneider, General Manager, Georgetown Divide Public Utility District

Candidate Information Sheets and Candidate Statements for each of them are included as Attachment 1.

### **DISCUSSION**

The Board may select a candidate and direct the General Manager to cast a vote accordingly by minute action.

Following Board action, the General Manager will login to the CSDA voting portal and cast a vote as directed by the Board.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

### **CEQA ASSESSMENT**

This is not a CEQA Project

### **ATTACHMENTS**

1. Candidate Information Sheets and Statements



### 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: Noelle Mattock

District/Company: El Dorado Hills Community Services District

Title: Board Director (Current Sitting Board President/Chair)

Elected/Appointed/Staff: Elected

Length of Service with District: 2008 - Current (16 years)

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I have been honored to serve on th CSDA board of directors since 2010 and am the current Chair of the legislative committee and also have served on other committees. I attend the annual conference, legislative days and have completed both tracks the SDLF academy.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

I serve on committees at the following associations - RWA, ACWA, CASA, CMUA, WRCA and am the current president of the Central Valley/Sierra Foothills Chapter of WateReuse CA.

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

I currently serve on my county's Early Care and Education Planning Council.

### 4. List civic organization involvement:

Given my involvement and engagement through my work and elected position, that keeps me very busy and engaged within my community. I helped to create the Gold Country Chapter of CSDA and helped to create a non-profit in support of my CSD. I also served in leadership roles of both of these organizations.

\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.



### **PROFILE**

A government relations professional for the past twenty years. An elected official for the El Dorado Hills Community Services District since 2008.

### **CONTACT**

PHONE: 916.933.2895

EMAIL: NoelleMattock@edhcsd.org

# NOELLE MATTOCK

CSDA Board of Directors, incumbent

Dear Board,

I am writing to express my desire to continue serving you and the Sierra Region on the California Special Districts Association (CSDA) Board of Directors. I have had the pleasure of serving on the board for the past 14 years where I have held various leadership positions including President. My passion is advocacy and am grateful to be able to serve as the Chair of the Legislative committee for the past few years. During my time on the board we have grown in every aspect. We now represent over 2000 special districts of all sizes and types and enjoy a retention rate of over 90%. Our educational opportunities and conferences have more than doubled and our advocacy team has grown from 1 person to a powerhouse team that rivals the League of Cities and the California State Association of Counties. We are now helping to lead a national coalition representing special districts and are on the verge of gaining recognition and access to funding at the federal level. We have deployed regional representatives to better connect with you and your district.

I am passionate about local government and advocating on all the great work we do providing the essential services that make the lives of our communities better. I began a carrier in government working for the State. I was able to take my knowledge and skills to the private sector working for an international engineering firm while obtaining my Master's degree in Public Policy and Administration. For the past 10 years I have worked for two cities in the Sacramento area as a Government Relations Representative specializing in water, wastewater, stormwater, contracting, governance and more.

I would be honored to receive your vote to continue the great work CSDA is doing to help all Special Districts.

Respectfully, Noelle Mattock



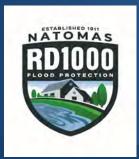
### 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: Kevin L. King
District/Company: Reclamation District No. 1000
Title: General Manager
Elected/Appointed/Staff: Staff
Length of Service with District: 5 years
<ol> <li>Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):</li> </ol>
CSDA Finance Committee 2024, CSDA Legislative Committee 2020, CSDA Leadership Summ
CSDA District 6 Roundtables, CSDA Annual Conferences
2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):
ACWA
3. List local government involvement (such as LAFCo, Association of Governments, etc.):
California Central Valley Flood Control Association - Board Member
4. List civic organization involvement:
Natomas Chamber of Commerce

\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.

Page 188 of 218



Reclamation District No. 1000 1633 Garden Highway Sacramento, CA 95833 (916) 922-1449 kking@rd1000.org www.rd1000.org www.4Natomas.org

### Candidate Statement Kevin L. King



I am interested in serving on the California Special District's Board of Directors to more significantly contribute to the vitally important work done by CSDA. With more than two decades worth of experience in leadership roles for special districts, I certainly appreciate the significance of all special districts and believe my background and perspectives would be an asset as a member of the CSDA Board.

Upon graduating from California Polytechnic State University, San Luis Obispo, I began my career in public service at a small irrigation district in western Stanislaus County. My career has taken me on a path since that time with stops at Oakdale Irrigation

District, Solano Irrigation District and currently as the General Manager of Reclamation District No. 1000 in Sacramento. The advocacy, resources, and support provided by CSDA each step of the way has been tremendous, not only to me personally, but to the communities I served.

The challenges faced by special districts escalate, seemingly, on a daily basis. Funding challenges, legislative challenges, staffing challenges, modernization challenges...the list is endless, yet the need for our services never wanes. I am an enthusiastic, solution-oriented and creative problem solver ready to take on these challenges. I believe my unique background, communication style, and leadership would serve all special districts well.

I would be honored to receive your vote for the CSDA Board of Directors – Sierra Network.

Warm regards.

Kevin L. King General Manager

Reclamation District No. 1000



### 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

<sub>Name:</sub> Nicholas Schneider
District/Company: Georgetown Divide Public Utilty District
Title: General Manager
Elected/Appointed/Staff: Staff
Length of Service with District: 1.5 Years
<ol> <li>Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):</li> </ol>
Currently serving on the CSDA Legislative, and Fiscal Committees and many working groups. Certifications include completion of the Leadership
Essentials Certification, attainment of the CSDM Certified Special District Manager and participation int the 2023 General Manager Summit.
2. Have you ever been associated with any other state-wide associations (CSAC, ACWA League, etc.):
Current involvement includes service on the ACWA Legislative Committee, Federal Affairs Committee and Agriculture Committee.
In addition to this I work on many work groups with ACWA. Activities also include CMUA Legislative Committee service.
3. List local government involvement (such as LAFCo, Association of Governments, etc.):
Working in government over the past ten years has included presentations at LAFCO and representation
of Districts in front of a variety of local government associations including presentation at the recent ACWA conference.
4. List civic organization involvement:
Current civic involvement includes community service through active membership in the the Rotary
Club of the Georgetown Divide, Boy Scout, Cub Scout Leader and past little league coaching.

<sup>\*\*</sup>Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after March 29, 2024 will not be included with the ballot.



June 18, 2024
Agenda Item: 8E
GEORC在中央WANT DIVIDE
PUBLIC UTILITY DISTRICT

6425 Main Street Georgetown, CA 95634

### CSDA Board Candidate Statement Sierra Network, Seat A Nicholas Schneider CSDM

I seek your support for election based on my two decades of water management experience and understandings gained while interfacing with the changing landscape of resource management. CSDA's work is of vital importance to special districts and those they serve, offering resources while giving a collectively strengthened voice to challenges faced. Working to build a resilient public water system utilizing rural, small district resources which recently experienced the Mosquito Fire damaging our watershed and infrastructure has lent valuable perspective in meeting the evolving realities of today and identifying the needs of tomorrow.

As a CSDA Board member, my working goal would be to guide the direction impacting public works legislation, shaping in support of special districts. Currently, I am actively involved in legislative advocacy to elevate and ensure these positive outcomes. The experience has illustrated the challenges impacting the common interests of California's special districts. Committee work and collaboration have been top priorities. I currently serve on several statewide legislative and regulatory task forces. These include the CSDA Legislative and Fiscal Committees, the Association of California Water Agency's (ACWA's) State Legislative Committee, the Federal Affairs Committee and the Agricultural Committee, the CMUA Legislative Committee as well as the State Department of Water Resources Conservation Legislation working group. Former, appointments include the SB 200 SAFER Water Fund Advisory Board by the California State Water Resource Control Board.

It would be an honor to serve on The CSDA Board of Directors lending my knowledge and experience in the pursuit of making valuable recommendations based on the needs of the moment. Serving communities and maintaining a viable resilient public water supply has been at the center of my efforts, and the Board offers an opportunity to extend that mission to a statewide level. Thank you in advance for your consideration.

### Agenda Item: 8F

### STAFF REPORT

**TO:** Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager SP

**SUBJECT:** Adopt a Resolution Approving a Professional Services Agreement with Aqua

Sierra Controls, Inc. for Radio Telemetry Upgrades in the Amount of

\$179,519.67

### RECOMMENDATION

Adopt a Resolution Approving a Professional Services Agreement with Aqua Sierra Controls, Inc. (ASC) for Radio Telemetry Upgrades in the Amount of \$179,519.67.

### **BACKGROUND**

Since many District facilities are remote and often not accessible for extended periods during the winter, a robust radio communication system is valuable to improve operations and employee safety. Employees currently visit some sites to perform simple tasks that could be performed remotely with a functional radio system. Several years ago, the District started a project to upgrade the radio system which was put on hold in September 2021 due to lack of funds. The Districts financial situation has improved since that time and efforts to upgrade the radio system were recently restarted.

The Operations Manager prepared and circulated a request for proposals (RFP) on February 26, 2024. The scope of work is to replace the outdated and no longer supported Teledesign TS400 radios. The scope includes new radio and antenna hardware, reviewing current radio licenses and updating as necessary, necessary programmable logic controller (PLC) programming, and supervisory control and data acquisition (SCADA) system integration. This includes all materials, equipment, installation, programming, coordination, and other necessary work required to install the radios, antennas, etc., and integrate with the existing SCADA system. The RFP is included as Attachment 1.

### **DISCUSSION AND ANALYSIS**

The District received proposals from Aqua Sierra Controls, Inc. (ASC), Branif Systems, Inc., and Global Data Specialists in response to the RFP. The proposals were reviewed by the General Manager and Chief Plant Operator Jim King. ASC's proposal was ranked the highest and they were determined to be the most qualified to perform this work for the District.

ASC's price proposal was then opened and determined to be \$179,519.67. The price proposal was reviewed and determined to be appropriate for this scope of work.

Staff recommends that the Board adopt a resolution approving the professional services agreement with ASC.

### **FISCAL IMPACT**

The proposed Fiscal Year 2024/2025 budget includes \$100,000 for this work, with \$82,000 from sewer funds and \$18,000 from water funds. Work will continue into Fiscal Year 2025/2026. The budget for FY2025/2026 will need to include the balance of the contract amount.

### **CEQA ASSESSMENT**

This Project is exempt from CEQA per Class 1 Section 15301 Existing Facilities, and Class 2 Section 15302 Replacement or Reconstruction. The Project includes repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment or topographical features, involving negligible or no expansion of existing use; and replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site and has substantially the same purpose and capacity as the structure replaced.

### **ATTACHMENTS**

- 1. Request for Proposals
- 2. Professional Services Agreement
- 3. Resolution



### DONNER SUMMIT PUBLIC UTILITY DISTRICT

### REQUEST FOR PROPOSALS

### Water and Wastewater System Radio Telemetry Upgrades

Date Released: February 26, 2024

Proposal Submission Deadline: 2:00 pm, March 28, 2024

Submit one electronic copy of the proposal.

**Submit Proposal to:** 

Jim King
Chief Plant Operator
Donner Summit Public Utility District
PO Box 610
53823 Sherritt Lane
Soda Springs, California 95728
iking@dspud.com

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### 1. INTRODUCTION

The Donner Summit Public Utility District (DSPUD) is soliciting sealed Proposals from qualified consulting firms to provide Radio Telemetry Upgrades for the DSPUD water and wastewater systems. The purpose of this project is to replace the outdated and no longer supported Teledesign TS400 radios that are currently in use. The project will provide new radio and antenna hardware and all necessary programmable logic controller (PLC) programming, and Supervisory Control and Data Acquisition (SCADA) system integration. This includes all materials, equipment, installation, programming, coordination, and other necessary work required to install the radios, antennas, etc., and integrate with the existing SCADA system. Project scope includes reviewing current radio licenses and updating as necessary.

DSPUD will use a "Qualifications Based Selection" process in determining which Consultant to be selected for the contract. The process will include an evaluation and ranking of Consultants based on set evaluation criteria. Top ranking Consultants may be asked to participate in an oral interview. DSPUD will open and review the proposal of the top ranked consultant. If for any reason an acceptable contract cannot be negotiated with the top ranked consultant, negotiations will commence with the next-ranked firm. DSPUD reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Proposals submitted will be evaluated by individuals from DSPUD and/or outside agencies. During the evaluation process, DSPUD reserves the right, where it may serve DSPUD's best interest, to request additional information from proposers, or to allow corrections of errors or omissions. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between DSPUD and the firm selected. DSPUD reserves the right, without prejudice, to reject any or all proposals

### 1.1 General Description of RFP

This RFP describes the general Scope of Services, necessary proposal components, consultant selection process, and required format of the proposal, as well as a sample copy of DSPUD's Professional Services Agreement included in Attachment A.

### 1.2 RFP Schedule

Advertisement of RFP	February 26, 2024
Deadline for Questions	March 15, 2024
Response to Questions	March 21, 2024
Deadline for Proposal Submittal	2:00 pm, March 28, 2024
Final Consultant Selection	Anticipated April 2024

### 1.3 General Selection Process

DSPUD intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. DSPUD will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team
- Project Understanding and Innovation
- Similar Experience / References

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

### 2. SCOPE OF SERVICES

DSPUD operates a drinking water treatment and distribution system and a wastewater collection and treatment system. DSPUD staff monitor and control facilities within these systems from the main operations building located at the wastewater treatment plant site. Seven sites require evaluation and radio system upgrades, a map of the sites is included in the attachments:

- 1. Master radio station at wastewater treatment plant
- 2. Water booster pump station
- 3. Reservoir 2
- 4. Lake Angela Water Treatment Plant
- 5. Wastewater Lift Stations
  - a. Norden LS 1
  - b. Norden LS 2
  - c. LS 3
  - d. LS 4
  - e. LS 7
  - f. LS 8
- 6. Wastewater Influent Flow Meter
- 7. Soda Springs field irrigation system

The Scope is anticipated to include, but not be limited to, the following tasks.

### Task 1 – Site Evaluations

Visit each site and evaluate radio signal strength, antenna location, and hardware and software needs. Provide DSPUD with written recommendations for each site.

### Task 2 – Radio License Evaluation/Update

The district currently has three radio licenses provided by the FCC. Consultant review and update or process new applications as needed.

### Task 3 – Provide and Install New Equipment

Provide and install new radios and antenna equipment for each site, including:

- a. Radio transceiver
- b. Lightning arrestor
- c. Antenna
- d. LMR-400 antenna leads and connectors
- e. Antenna support

Program PLCS as required to support new equipment.

### Task 3 - SCADA Integration and Testing

Test to ensure all sites and the new equipment are communicating with the existing DSPUD SCADA system. Make adjustments and corrections as needed.

### Task 4 – Documentation and Post Project Support

Provide DSPUD with owners manuals and warranty documentation for all equipment installed. Also provide DSPUD with documentation of PLC programming performed as part of the work. For six months after installation and testing, Consultant shall provide DSPUD with on-call support of the radio system to assist in troubleshooting and correcting any problems.

### 3. SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist proposers in the preparation of their proposal and to simplify the review process for DSPUD. One electronic copy of the proposal must be received and date stamped by DSPUD no later than March 28, 2024 at 2:00 PM. The sender is solely responsible for the mail or delivery system delivering the proposal to DSPUD on or before the deadline.

Proposals shall be clearly marked "Request for Proposals for Water and Wastewater Systems Radio Telemetry Upgrade," and submitted to:

Jim King, Chief Plant Operator
Donner Summit Public Utility District
53823 Sherritt Lane
PO Box 610
Soda Springs, CA 95728
jking@dspud.com

Note: Late submittals or submittals delivered to the wrong location will be rejected.

DSPUD requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFP. The proposal must be signed by proposer's representative authorized to execute a contract between DSPUD and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

### A. Cover Letter

- 1. Name, address, telephone number for the firm.
- 2. Signed by an authorized representative of the consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant. The form could be a Corporate Resolution.
- 3. State the proposal is firm for a 90-day period from the proposal submission deadline.
- 4. Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- 5. Provide the location of the Consultant's headquarters. In addition, provide the location of any local support offices, which will provide service to DSPUD.

6. Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional service agreement.

### B. Project Team Information

Provide the names and positions of all staff proposed including staff for proposed subconsultants. The proposal shall also designate the project manager in charge of the project, and DSPUD's contact throughout the project. It is allowable for a single individual to fulfill multiple roles.

### C. Project Understanding and Innovation

Include visions or concepts for performing the services.

### D. Work Plan / Scope of Work

Include a work plan/scope of work meeting the minimum requirements of the projects listed in the Scope of Services. Consultant is encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals.

### E. Project Schedule

Consultant should anticipate the contract award on April 16, 2024 and the Project must be complete by October 15, 2024.

### F. Level of Effort & Work by Others

Provide a matrix showing the estimate of time (in hours) to perform the work, detailed by tasks, listed in the Scope of Work. Identify any and all sub-consultant proposed to serve on the project, with background information for each and particular experience of key personnel, including project descriptions and resumes. This section should describe all work not included in the proposal. Any work that is needed to complete the project that is not listed in the "Work Done by Others" will be considered part of the work provided by the Consultant and included in the proposal. Please include a list of tasks which the Consultant expects District staff to perform, information the Consultant expects District to provide, and an estimated amount of District staff time required for each task of the scope of work.

### G. Relevant Experience and References

State the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by DSPUD, particularly for the Project Manager and other key project staff members assigned to the project. Except under circumstances beyond the Consultant's control, DSPUD will not accept substitutions of key members of the team put forth as part of the winning proposal.

For all staff members, describe their role giving not only their title but also the specific services they will perform and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role. Provide a brief description of at least three similar projects for which the Consultant has provided services during the past five years. For all referenced projects list the:

- Client (contact person, address and phone number)
- Project description and location
- Description of services by Consultant
- Total value of services provided by Consultant
- Consultant's project manager
- Key personnel involved

Sub consultant employed

### H. Fee Schedule

Submit the proposed fee schedule in a separate electronic file. The rates quoted will remain in effect for the duration of the Agreement, unless approved by DSPUD. Rates shall be included for all employment categories necessary to perform the work outlined in this RFP in accordance with applicable State of California Industrial Labor Rate Standards. Failure to provide a separate fee schedule can be grounds for DSPUD, at its sole discretion, to reject the proposal.

### 4. SELECTION PROCESS AND EVALUATION CRITERIA

Proposals submitted will be evaluated by individuals from DSPUD and/or outside agencies. During the evaluation process, DSPUD reserves the right, where it may serve DSPUD's best interest, to request additional information from proposers, or to allow corrections of errors or omissions.

### 4.1 Selection Criteria

DSPUD intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. DSPUD will review all proposals and evaluate them according to the following criteria:

- Qualifications of team
- Project Understanding and Innovation
- Similar Experience / References
- Work Plan / Scope of Work
- Project Schedule

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

### 5. CONTRACTUAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

### A. Indemnification

Consultant shall defend, indemnify and hold DSPUD, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of consultant arising out of or in connection with consultant's performance, including without limitation the payment of attorneys fees. Further, consultant shall defend at its own expense, including attorney's fees, District, its officials, officer, employees, and agents in any legal action based upon such acts, omissions or willful misconduct.

### B. Insurance

Consultant shall obtain and shall require its sub-consultants to obtain insurance of the types and in the amounts described below and satisfactory to District.

### i. Commercial General Liability Insurance

Consultant shall maintain occurrence version commercial general liability insurance of equivalent form with a combined single limit of not less than \$1,000,000 per occurrence.

If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

### ii. Business Automobile Liability Insurance

Consultant shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for hired vehicles. Non-owned automobiles shall be covered by the general liability policy.

### iii. Professional Liability Insurance

Consultant shall maintain errors and omissions liability insurance with a limit of not less than \$2,000,000 each claim with a total aggregate of \$2,000,000. Such insurance shall be maintained for a minimum of three (5) years following completion of the services.

### iv. Worker's Compensation Insurance

Consultant shall maintain worker's compensation insurance with statutory limits. Employer's liability shall be \$1,000,000 per accident for bodily injury or disease.

### v. Additional Insureds

Such insurance shall name DSPUD, its officials, officers, employees, agents and consultants, as Insureds with respect of performance of Services. Such insured status shall contain no special limitations in the scope of its protection to the above-listed Insureds. All insurance shall be primary with respect to any insurance or self insurance programs covering District, its officials, officers, employees, agents, and consultants and shall contain standard separation of Insureds provisions.

### vi. Certificates of Insurance

Consultant shall, prior to commencement of the Services, furnish to District properly executed certificates of insurance, and copies of endorsements and policies, which shall clearly evidence all insurance required in this Section. Consultant shall not allow such insurance to be canceled, expire or be materially reduced in coverage except upon 30 days prior written notice to DSPUD.

### vii. Term of Coverage

Consultant shall maintain all insurance required by this RFP from the time services commence until services are completed, except as may be otherwise required by this section. Consultant shall replace any policies, certificates and endorsements for any insurance expiring prior to completion of the services.

### viii. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by DSPUD. At the option of DSPUD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DSPUD, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to DSPUD guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

### ix. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to DSPUD. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

### 6. EXTRA WORK

At any time during the term of this Agreement, DSPUD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by DSPUD to be necessary for the proper completion of the project, but which the parties did not reasonably anticipate would be necessary at the preparation of this RFP. Consultant shall not perform Extra Work until receiving written authorization from DSPUD's project representative.

### 7. INQUIRIES

Direct any questions and correspondence regarding this RFP, during normal business hours, to:

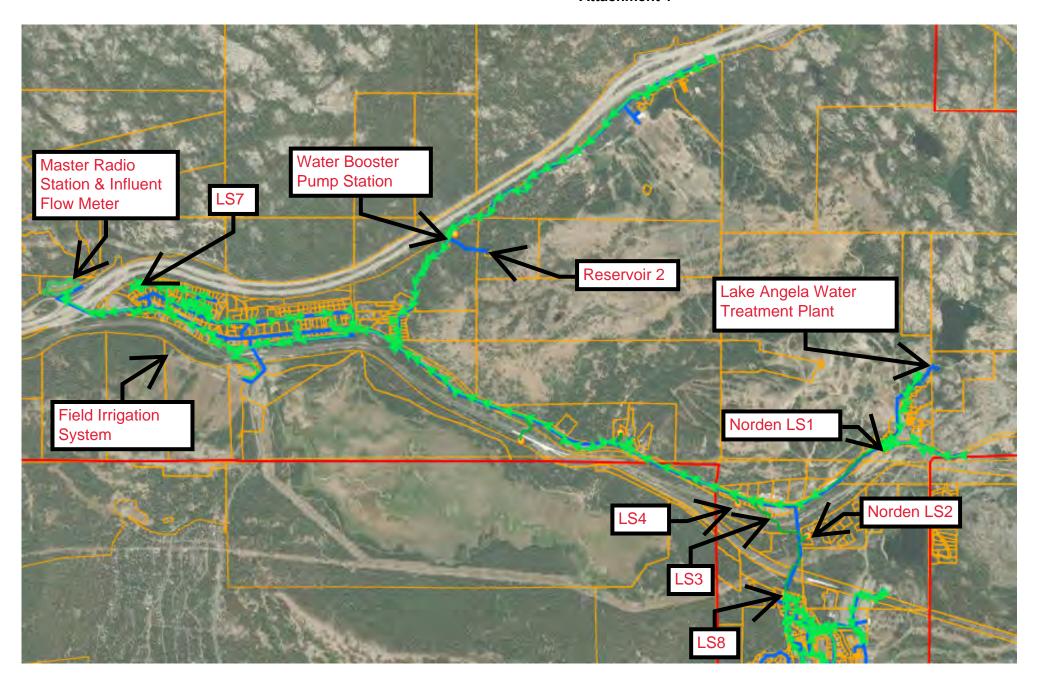
MAIN POINT OF CONTACT FOR ALL INQUIRIES Donner Summit Public Utility District Jim King Chief Plant Operator jking@dspud.com

All questions must be directed to Jim King by e-mail. If you would like updates during the RFP process directly, you must request your e-mail address be added to the distribution e-mail list.

### 8. ATTACHMENTS

- A. Sites Location Map
- B. Professional Services Agreement

### ATTACHMENT A SITES LOCATION MAP



### AGREEMENT BETWEEN DONNER SUMMIT PUBLIC UTILITY DISTRICT AND AQUA SIERRA CONTROLS, INC. FOR THE PROVISION OF PROFESSIONAL SERVICES

### INTRODUCTION

WHEREAS, Donner Summit Public Utility District (hereinafter referred to as "District") has the need for the PROFESSIONAL services of Aqua Sierra Controls, Inc. (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

### **TERMS AND CONDITIONS**

### 1. SCOPE OF WORK.

The Contractor shall furnish to the District those services and work set forth in **Attachment A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and District laws, ordinances, resolutions, and directions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

### 2. TERM.

The term of this Agreement shall be from July 1, 2024 to July 1, 2026 unless sooner terminated as provided below.

### 3. CONSIDERATION.

- A. <u>Compensation.</u> District shall pay Contractor in accordance with the Schedule of Fees and work described in Attachment B which are performed by Contractor at the District's request.
- B. <u>Travel and per diem.</u> District shall not reimburse Contractor for the travel expenses and per diem.
- C. <u>No additional consideration</u>. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- D. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement shall not exceed \$179,519.67 Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.
- E. <u>Billing and payment</u>. Contractor shall submit to the District, at achieved milestones, an itemized statement of all hours spent by Contractor in performing services and work described in **Attachment A**, which were done at the District's request. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Upon timely receipt of the statement, the District shall make payment to Contractor within fifteen (15) days.

### 4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the District. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with District to ensure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

### 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District.
- B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration available at: <a href="http://www.sam.gov">http://www.sam.gov</a>.

### 6. PREVAILING WAGES.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### 7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in **Attachment A** to this Agreement. District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for other costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

### 8. DISTRICT PROPERTY.

A. <u>Personal Property of District</u>. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. <u>Products of Contractor's Work and Services</u>. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the District.

### 9. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. Donner Summit Public Utility District, its agents, officers, employees, and volunteers shall be named as additional insured, or a waiver of subrogation shall be provided.

### 10. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **D** and with the provisions specified in that attachment.

### 11. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in **Attachment A**, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as employees of District.

### 12. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless District, its agents, officers, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, District shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of District, its officers, employees, or volunteers.

### 13. CANCELLATION.

This Agreement may be canceled by District without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to District.

### 14. RECORDS AND AUDIT.

- A. <u>Records</u>. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, municipal, and District law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.
- B. <u>Inspections and Audits</u>. Any authorized representative of District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

### 15. ASSIGNMENT.

This is an agreement for the services of Contractor. District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

### 16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by District

in a timely manner, or fails in any way as required to conduct the work and services as required by District, District may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

### 17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

### 18. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

### 19. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, county, and District laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written

consent of the District. Any disclosure of confidential information by Contractor without the District's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

### 20. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict interest statement if requested by the District. District will notify Contractor, if such a request is made, of Contractor's disclosure category under the conflict of interest laws.

### 21. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the District, or who has been an adverse party in litigation with the District, and concerning such, Contractor by virtue of this Agreement has gained access to the District's confidential, privileged, protected, or proprietary information.

### 22. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, county, or District statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

### 23. FUNDING LIMITATION.

The ability of District to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, District has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

### 24. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

#### 25. ARBITRATION OF DISPUTES

Any dispute arising between the Contractor and District shall be resolved by binding arbitration in accordance with the rules of JAMS or Code of Civil Procedure §1280, et seq. and in accordance with the following provisions:

The arbitrator shall be empowered to order the losing party in the arbitration to reimburse the prevailing party for all expenses incurred in connection with the arbitration, including without limitation the arbitrator's fees and reasonable attorney fees and costs.

Contractor acknowledges the following regarding arbitration:

- A. The parties are waiving their right to a jury trial and to seek remedies available in court proceedings;
- B. Pre-arbitration discovery is generally more limited than and different from court proceedings;
- C. The arbitrator's award is not required to include factual findings or legal reasoning; and
- D. Any party's right to appeal or to seek modification of the award is strictly limited and that the award is final and binding on the parties.

By signing this Agreement, Contractor acknowledges that such binding arbitration may deprive them of various rights that they otherwise might have in a legal action, including without limitation the right to a jury trial, the right to appeal, and full discovery rights.

### 26. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

### 27. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or District shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

### **DONNER SUMMIT PUBLIC UTILITY DISTRICT**

Attn: Steven Palmer Address: PO Box 610

City, State, Zip Soda Springs, CA 95728

Contractor: Aqua Sierra Controls, Inc.

Name: Josh Lane

Address: 13265 Bill Francis Drive

City, State, Zip Auburn, California 95603

### 28. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

|||

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 18th DAY OF June, 2024.

### DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: Steven Palmer, General Manager	APS ENVIRONMENTAL
PRINT NAME	
	By:
	PRINT NAME
SIGNATURE	
	SIGNATURE
D. C. I	Dated:
Dated:	Dated

### **ATTACHMENT A**

# AGREEMENT BETWEEN DONNER SUMMIT PUBLIC UTILITY DISTRICT AND AQUA SIERRA CONTROLS, INC. FOR THE PROVISION OF PROFESSIONAL SERVICES

### TERM:

FROM: JULY 1, 2024 TO: JULY 1, 2026

### **SCOPE OF WORK**

The work performed through this contract agreement will be coordinated through. Scope of work is described below:

The scope includes new radio and antenna hardware, reviewing current radio licenses and updating as necessary, necessary programmable logic controller (PLC) programming, and supervisory control and data acquisition (SCADA) system integration. This includes all materials, equipment, installation, programming, coordination, and other necessary work required to install the radios, antennas, etc., and integrate with the existing SCADA system.

Additional details are included in the attached proposal dated April 11, 2024.

### **ATTACHMENT B**

# AGREEMENT BETWEEN DONNER SUMMIT PUBLIC UTILITY DISTRICT AND AQUA SIERRA CONTROLS FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: JULY 1, 2024 TO: JULY 1, 2026

**SCHEDULE OF FEES** 

### ATTACHMENT C

# AGREEMENT BETWEEN DONNER SUMMIT PUBLIC UTILITY DISTRICT AND AQUA SIERRA CONTROLS, INC. FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: July 1, 2024 to JULY 1, 2026

### SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Travel and per diem costs will not be paid for by the District. The District will only pay for items identified in Attachment B – Schedule of Fees

### **ATTACHMENT D**

## AGREEMENT BETWEEN DONNER SUMMIT PUBLIC UTILITY DISTRICT AND AQUA SIERRA CONTROLS, INC. FOR THE PROVISION OF PROFESSIONAL SERVICES

### TERM:

FROM: July 1, 2024 to July 1, 2026

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - (Not required if Contractor provides written verification it has no employees)
- 4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

### **Primary Coverage**

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled**, **except with notice to the District**.

### Waiver of Subrogation

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

#### Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

### Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning
  of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### Verification of Coverage

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

#### Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **RESOLUTION NO. 2024-21**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AQUA SIERRA CONTROLS, INC. FOR RADIO TELEMETRY UPGRADES IN THE AMOUNT OF \$179,519.67

**WHEREAS**, the District desires professional services to upgrade the radio telemetry system that allows communications with remote facilities; and

**WHEREAS**, District staff circulated a request for proposals for this work on February 26, 2024 and received three proposals; and

**WHEREAS**, District staff reviewed the proposals and determined that Aqua Sierra Controls, Inc. is the most qualified to perform this work for the District at this time.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE that the Professional Services Agreement with Aqua Sierra Controls, Inc. for radio telemetry upgrades in the amount of \$179,519.67 is approved.

**BE IT FURTHER RESOLVED** that the General Manager is authorized to execute the Professional Services Agreement.

**PASSED AND ADOPTED** by the Board of Directors of Donner Summit Public Utility District, this 18<sup>th</sup> day of June 2024, by the following vote:

NOES: ABSENT: ABSTAIN:	
	DONNER SUMMIT PUBLIC UTILITY DISTRICT
	By: Cathy Preis President, Board of Directors
ATTEST:	,
By: Dawn Parkhurst	
Secretary of the Board	