

MEMORANDUM

To: Board of Directors, Sierra Lakes County Water District
From: Bill Quesnel PE, General Manager
Subject: August 2018 Operations and Maintenance Report
Date: September 5, 2018

DSPUD Wastewater Treatment Plant:

After further discussion of the options for reconstruction of the outfall road, the Donner Summit PUD hired RK Contractors of Reno on a time and materials basis. The scope of work included installation of cross culverts, trucking and placement of imported fill material and construction of water bars to route drainage off the road at frequent intervals. The final cost was \$18,170.50 for RK plus \$3,300 to Teichert Aggregates for materials.

Fuel Tanks:

Under separate cover for the Board's consideration is reimbursement of the past owner of 5459 Hillside Drive for the removal of a previously abandoned underground storage tank (UST).

One of the homes with an above-ground storage tank (AST) on Serene Road is in escrow. I spoke with the buyers re: the secondary containment requirements of AB619 and Ordinance 18.01 and discussed the HOTFAP reimbursement options.

The District was contacted by another AST owner, also on Serene Road, concerning secondary containment options (retrofit or new tank). She is having difficulty finding a company that will do the work; I provided some contractor information and we also reviewed HOTFAP.

Lake and Land Management:

For the Board's information is a separate follow-up memorandum re: SLPOA's request to replace the Sierra Drive dock with a pier.

Also for the Board's discussion as a separate agenda item is an updated License Agreement for the construction and operation of boat storage, piers and docks by SLPOA.

As a follow-up to the information concerning the control of native emergent macrophytic plants growing in the shallower portions of the lakes I contacted the Executive Director of the Tahoe Resource Conservation District (TRCD). The agency is using lake bottom blankets to control invasive species at various locations in the South Lake Tahoe area. She offered the following comments:

- The stems of the covered plants will disintegrate over time, but since the prevalent plant at Serene Lakes (Buckbean) is much heavier/woodier than the plants being controlled at Lake Tahoe it is her opinion the required length of time the covers are installed will likely be longer than the typical 8-12 week application period;
- The TRCD prepared a Mitigated Negative Declaration to comply with the California Environmental Quality Act (CEQA). Their program also includes diver assisted vacuuming of plant material which has the potential to create the most environmental impact, as compared to the blankets, but any method of removal is likely not a Qualified Exempt activity.

If the Board concurs I will continue to research control of shoreline plants to provide lake access for adjacent property owners.

At the August meeting there was discussion re: the prohibition of body contact in Lake Serena, the source of the community's drinking water. As described in the information provided below, it may be possible to modify the District's Operating Permit to allow swimming in the Lake subject to completion of studies, development of treatment and control strategies and approval by the State Water Resources Control Board Division of Drinking Water.

California Health and Safety Code Section 11825 (b) states:

Except as provided in this article, recreational uses shall not, with respect to a reservoir in which water is stored for domestic use, include recreation in which there is bodily contact with the water by any participant.

Title 17, Article 5, Section 7626 (a) states:

Recreational use on and around a domestic water supply reservoir is prohibited unless specifically authorized in a water supply permit.

The American Water Works Association has issued a Policy Statement concerning recreational use of domestic water reservoirs:

Protection of public health and drinking water quality should be the highest priority in operational decisions for reservoirs used jointly for water supply and recreation. Decisions regarding recreational use of domestic water supply reservoirs should be consistent with the intent of the source water protection program developed and implemented by the utilities and other responsible parties.

Recreational uses of domestic water supply reservoirs and the land-based infrastructure necessary to support such uses can add sources of microbial, physical, and chemical contaminants to the drinking water produced from the reservoirs. Water utility decisions on permitting recreational uses of water supply reservoirs should consider the following issues: (1) the potential for water quality degradation, (2) the public health risk, (3) the acceptance of such health risk by the customers, (4) the current required level of treatment, and (5) additional treatment requirements, uncertainties, and costs that may be incurred. Recreational uses should be prohibited in those instances where a scientifically-based risk assessment, or, in the absence of a risk assessment, the best available scientific data demonstrates a probable or imminent degradation of water quality or hazard to public health that cannot be controlled or mitigated in a cost effective manner.

When considering proposals for recreational use of domestic water supply reservoirs, the water utility should work with stakeholders to develop an integrated reservoir management plan, including appropriate water quality monitoring, to evaluate and, if necessary, mitigate water quality impacts, and to minimize increased risks. Body-contact recreation (e.g., swimming, water skiing, wind surfing) and use of two-cycle gasoline engines on boats should be discouraged or prohibited.

Regulatory Issues:

The lake level at the beginning of September was 18-inches below the spillway crest as compared to 6.3-inches in 2017. Staff has measured an inflow of 17-acre feet and released 14-acre-feet through the dam's low flow outlet since July 1st.

The results of third quarter Disinfection By-Products (DPB) sampling of the finished water were less than one-half of the Maximum Contaminant Level (MCL) for both Trihalomethanes and Haloacetic Acid for the sixth consecutive quarter. Because the Running Annual Average (RAA) is less than one-half of the MCL, Staff is researching reduction of the sampling interval from quarterly to annually. A second set of 1,2,3 trichloropropane samples from the well and lake source was taken in late August as the laboratory's equipment was out-of-order during the 14-day "hold" time of the first set.

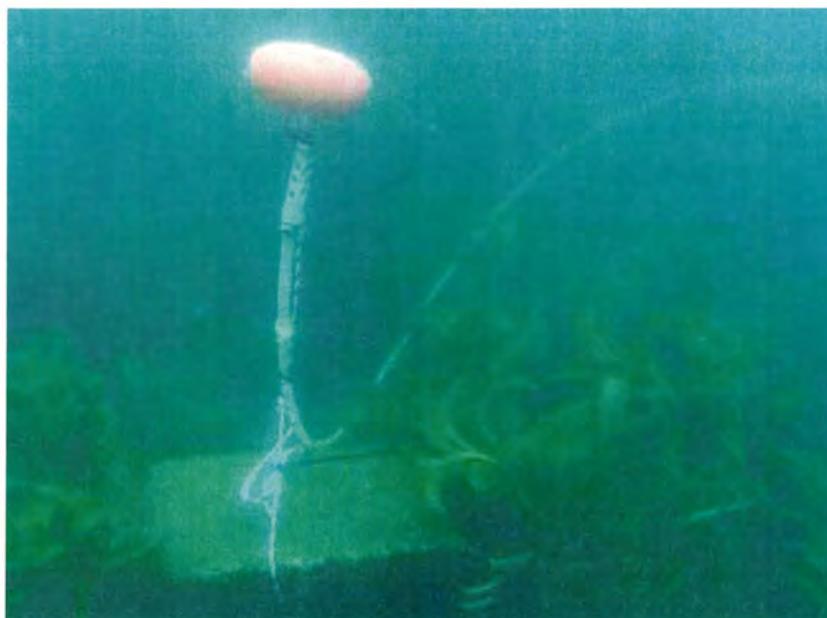
The Local Agency Investment Fund (LAIF) interest rate has increased from 1.92% to 2.02% since the account was opened (the PCTIP rates are not available on-line). LAIF pays interest quarterly while PCTIP pays monthly; statements should be received by the end of September for both (PCTIP is in the process of installing new software).

Bob Johnson completed the audit and took no exceptions to the District's financial records; congratulations to Anna for a job well done.

Operations Issues:

Average daily water and sewer flows (gallons/day) in August 2018 were 100,235 and 42,146 respectively as compared to 116,880 and 55,680 in July 2018, and 90,608 and 48,019 in August 2017. Water use was 6,523 gallons/day less than the five-year (2013-2017) average and sewer flow was 9,083 gallons/day less than the five-year average. As of the first of September there were four leaks, all less than 10 gph. The District's flow through the wastewater plant in August was not available when this memo was prepared. The percentage in July 2018 was 28.6%, the flow in August 2017 was 30.2% and the five-year August average is 30.5%.

As described last month, staff believed the deep water sample tubes and/or the supporting concrete blocks had shifted due to variations in water quality. The diver that installed the system last summer came up and found the blocks had settled into the mud. Each tube is now attached to a small buoy and a block and 32-inches off the lake bottom which should provide more accurate water quality readings over the remainder of the fall and through the winter.



Intake Extension Sampling Port

The 2018 Utility Project is progressing well and the Contractor is forecasting completion by the end of September. The quality of work is very good and the District has not received any comments/complaints from residents.



Installation of Mixing Vault

The replacement pump for Sewage Pump Station #1 has been ordered. The factory has not provided a ship date as there is some delay in getting parts from one of their vendors. Staff met with a vendor re: fabrication of a stainless steel trash basket for SPS-2 which seems to experience the worst “ragging” of the pumps. Due to space limitations in the wetwell a basket is likely not a viable option so we’ll increase the cleaning frequency and research the installation of an inline grinder device in a manhole like this one <https://www.jwce.com/product/muffin-monster-manhole/equipment> Other sewer pump station work includes replacement of a portion of the conduit and emergency power conductor between SPS-2 and -3, replacement of control relays that occasionally do not shut off the pumps, installation of replacement floats and resetting of alarm levels for the backup control systems and replacement of the emergency generator exhaust system at SPS-3.

On the water side we’ve secured the materials for installation of the emergency power connection for the Hill Tank and will begin exercising valves and flushing the system later this month. During an investigation as to why the Filter Plant emergency generator was not indicating a run condition on the SCADA system, we found heat damaged wiring in one of the enclosures that is not normally opened. The unit is an off-brand that was, but is no longer, affiliated with Caterpillar and the manufacturer will not provide the wiring diagram needed to make repairs. A technician from Cashman Equipment (the Nevada Caterpillar dealer) will be on site for a day this month to help trace the circuits and make the necessary repairs. As described in a separate agenda item, we’re moving ahead with the design and installation of an emergency generator at the well building.

Staff will be potholing services in the Serene 1, 2, 3 and 5/6 Subdivisions in the next two weeks to verify the condition of the service saddles that we believe are significantly corroded. The Operators will also work on the water and sewer mainlines on Soda Springs Road at the same time the Contractor is rerouting the water and installing a manhole where the sewer flow changes from pressure to gravity.

Jerry Dahlen is retiring on September 21st after almost 12-years at the District. His particular skill sets have been a great asset, compliment the abilities of the other Operators and allowed the District to complete a number of projects in-house that otherwise would require a contractor, especially electrical work. We have advertised on-line <http://www.bcwaternews.com>, in the *Sierra Sun*, on the District’s website and I sent notices to a number of my contacts at other utilities. One very qualified local area candidate expressed interest in the position and visited the District last week; I don’t know if he will formally apply. Otherwise the District has received two other inquiries but no applications.

Attachments: August 2018 Daily Water/Sewer Flows
 2013-2018 Sewer/Water Flows Comparison through August 2018
 2013-2018 Treatment Plant Flows Comparison through July 2018

**SIERRA LAKES COUNTY WATER DISTRICT
SEWER & TREATED WATER TOTALS**

Month: August Year: 2018

DATE	DAY	SEWER TOTALS		TREATED WATER TOTALS				REMARKS
		SEWER FLOW	FLOW METER	GALLONS WATER PUMPED	GALLONS WATER USED	BACKWASH GALLONS	*COMBINED TANK TOTAL GALS.	
1	W	44,897	12638277	57,040	112,881	14,492	667,717	Backwash ABC
2	T	41,426		117,608	67,175	4,082	611,876	
3	F	49,580		110,064	122,183	4,464	662,309	
4	S	63,455		192,264	133,346	8,258	650,190	
5	S	46,695		0	127,642	0	709,108	
6	M	38,697		125,952	111,725	4,584	581,467	
7	T	38,299		114,968	98,041	4,314	595,694	
8	W	41,615		86,328	104,322	4,454	612,620	
9	T	36,088		116,600	100,986	5,564	594,626	
10	F	47,033		85,680	120,972	4,389	610,240	
11	S	52,059		0	119,445	0	574,948	
12	S	47,088		79,024	108,136	2,515	455,502	
13	M	44,924		129,440	113,319	3,234	426,391	Flushed approx. 15,000 gal.
14	T	25,588		117,208	84,636	2,947	442,511	
15	W	34,392		143,240	87,886	4,635	475,083	
16	T	26,459		128,432	84,368	4,342	530,437	
17	F	41,022		120,560	111,561	4,291	574,501	
18	S	59,561		181,648	136,119	8,504	583,500	
19	S	44,562		104,200	115,427	4,981	629,029	
20	M	27,638		33,540	87,047	4,303	617,801	
21	T	33,374		108,232	75,174	3,947	564,295	Flushed approx. 12,000 gal.
22	W	24,413		84,144	78,639	4,700	597,353	
23	T	21,742		101,368	88,999	3,978	602,858	
24	F	28,505		126,268	101,905	3,822	615,227	
25	S	36,449		95,416	96,012	3,681	639,590	
26	S	25,016		0	78,170	0	638,994	
27	M	31,147		70,608	85,972	14,654	560,824	Backwash ABC
28	T	23,243		125,520	73,751	3,717	545,459	
29	W	20,777		137,592	81,257	4,239	597,228	
30	T	24,269		106,784	84,824	3,826	653,564	
31	F	39,991		137,752	115,371	3,917	675,523	
Total		1,160,004	1,306,540	3,137,480	3,107,291	144,834		
Average		37,419	42,146	101,209	100,235	4,672	590,209	
Max		63,455		192,264	136,119	14,654	709,108	

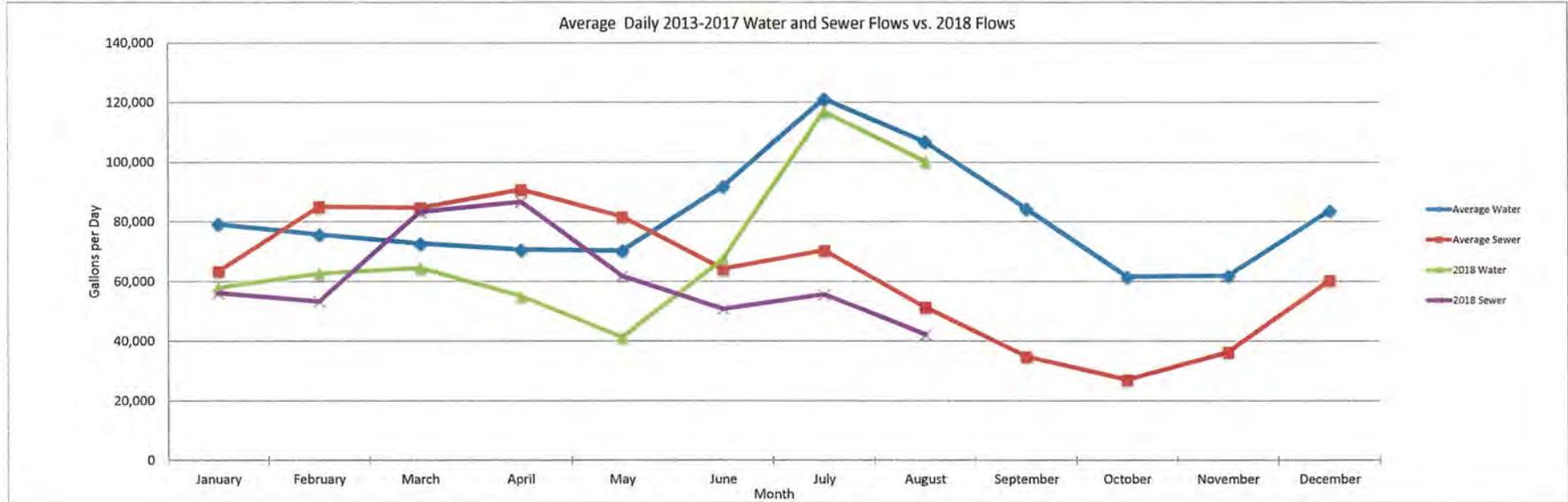
* Max. combined capacity of both tanks is 744,380 gals.

1st of the
Month Data 12768931

Sierra Lakes County Water District
Daily Average Water and Sewer Flows

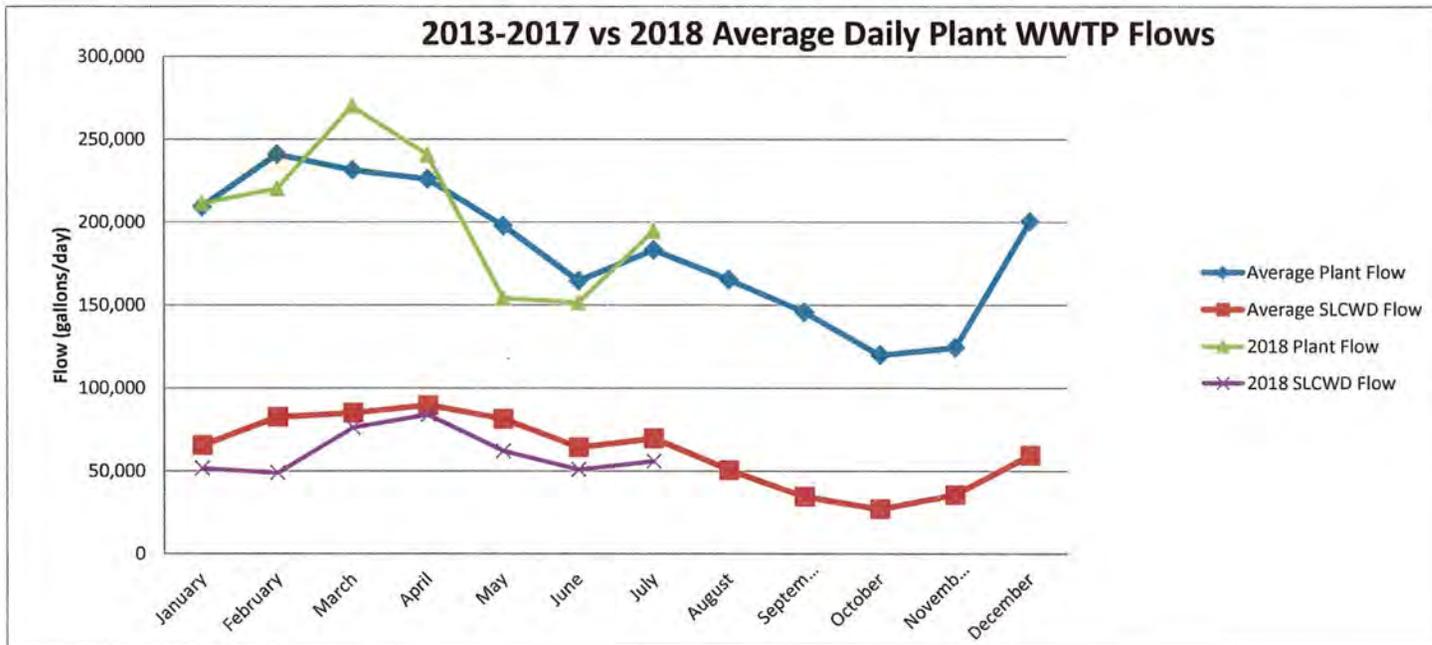
Month	2013		2014		2015		2016		2017		2018	
	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer
January	75,186	69,927	69,606	34,410	95,897	66,382	72,428	67,169	82,724	78,915	57,934	56,074
February	70,238	67,219	73,191	82,460	80,774	85,824	69,691	86,523	84,728	102,596	62,633	53,318
March	65,985	80,584	78,570	89,570	73,647	62,222	64,613	100,429	80,671	89,737	64,510	83,232
April	55,600	88,421	78,717	92,660	61,764	79,719	52,789	97,536	104,155	95,125	54,942	86,645
May	62,804	63,081	103,240	86,350	52,297	70,946	50,414	83,506	82,594	103,648	41,219	61,763
June	94,957	53,238	135,958	67,105	68,224	56,587	74,707	62,327	85,112	81,067	67,307	50,652
July	122,768	73,340	141,906	79,832	96,315	61,393	116,675	64,330	127,908	72,376	116,880	55,680
August	126,101	56,730	126,807	65,753	92,046	48,765	98,230	36,878	90,608	48,019	100,235	42,146
September	95,116	37,607	87,863	33,080	79,588	38,769	89,459	30,429	69,713	33,765		
October	73,484	25,985	74,301	31,039	55,541	25,955	59,326	30,750	44,687	20,983		
November	69,288	29,066	78,490	33,816	53,636	25,628	63,787	47,484	43,994	44,725		
December	85,836	42,400	88,052	78,230	79,820	49,035	106,789	85,423	57,662	46,212		

2013-2017			2018 Water	2018 Sewer	2018 Difference
Average Water	Average Sewer	Average Difference			
79,168	63,361	15,808	57,934	56,074	1,860
75,724	84,924	-9,200	62,633	53,318	9,315
72,697	84,508	-11,811	64,510	83,232	-18,722
70,605	90,692	-20,087	54,942	86,645	-31,703
70,270	81,506	-11,236	41,219	61,763	-20,544
91,792	64,065	27,727	67,307	50,652	16,655
121,114	70,254	50,860	116,880	55,680	61,200
106,758	51,229	55,529	100,235	42,146	58,089
84,348	34,730	49,618			0
61,468	26,942	34,525			0
61,839	36,144	25,695			0
83,632	60,260	23,372			0



Sierra Lakes County Water District
Average Daily Sewer Flows at WWTP

Month	2013		2014		2015		2016		2017		Five Year Average			2018		
	Total	SLCWD	Total	SLCWD	Total	SLCWD	Total	SLCWD	Total	SLCWD	Total	SLCWD	Percent	Total	SLCWD	Percent
January	286,226	70,006	159,936	34,415	214,581	78,226	175,071	67,161	211,474	77,000	209,458	65,362	31.2%	211,452	51,548	24.4%
February	214,806	60,212	247,393	82,462	282,071	85,821	202,900	80,935	257,360	102,571	240,906	82,400	34.2%	220,243	48,825	22.2%
March	250,037	80,584	257,891	89,573	177,528	63,950	244,282	100,419	226,620	89,742	231,272	84,854	36.7%	269,839	76,129	28.2%
April	282,267	91,013	260,333	92,660	139,262	79,733	219,832	91,904	227,684	92,056	225,876	89,473	39.6%	240,587	83,839	34.8%
May	191,065	64,937	204,581	86,351	131,157	70,935	209,293	83,484	252,484	99,968	197,716	81,135	41.0%	153,919	61,774	40.1%
June	170,600	53,238	175,133	67,105	122,800	56,600	151,047	62,333	202,727	81,067	164,461	64,069	39.0%	151,333	50,652	33.5%
July	211,806	73,337	221,710	79,832	154,806	61,387	163,496	64,323	163,496	68,258	183,063	69,427	37.9%	194,516	55,677	28.6%
August	198,226	56,735	216,258	65,742	136,742	48,710	129,710	36,871	144,871	43,839	165,161	50,379	30.5%			#DIV/0!
September	167,533	37,607	177,100	33,067	120,000	38,767	123,833	30,433	139,767	31,000	145,647	34,175	23.5%			#DIV/0!
October	141,258	25,986	131,065	31,039	92,677	25,968	114,419	30,742	119,355	19,322	119,755	26,611	22.2%			#DIV/0!
November	125,067	29,066	124,001	33,800	81,567	25,633	140,367	47,500	150,367	40,867	124,274	35,373	28.5%			#DIV/0!
December	189,968	42,401	242,521	78,226	145,484	49,032	229,577	85,419	194,581	41,710	200,426	59,358	29.6%			#DIV/0!



**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
SIERRA LAKES COUNTY WATER DISTRICT**

Date: Friday August 10, 2018 / **Time:** 6:00 p.m. / **Place:** 7305 Short Road, Serene Lakes, CA

I. Open Meeting:

Roll Call: Directors in attendance at the Sierra Lakes Boardroom were:

Director Michael Lindquist
Director Richard Simpson
Director Karen Heald
Director Bill Oudegeest

Director Dan Stockton was absent from the meeting

Staff members present: Anna Nickerson, Financial Consultant
Jeff Mitchell, District Counsel

Staff member absent: Bill Quesnel, General Manager

Guests present were: Roger Drosd

Minute Recorder: Anna Nickerson, Financial Consultant

II. Public Forum: An opportunity for members of the public to address the Board on items that were not on the agenda. Director Oudegeest said he wanted to mention the electric powered motor craft that was on the lake earlier in the day. It was his estimate that the craft had the ability to travel at a speed of around 20 miles per hour. He said there was a safety issue even if there wasn't a water quality issue. It was agreed a topic as to how the Board would address the issue would be placed on the next agenda.

III. Approve Agenda: The agenda was presented to the Board for approval. Director Simpson had two change requests. He asked to remove item 7 A and to move item 7 D ahead of item 7 C. He said D was the big picture of the District's relationship with SLPOA and C was a specific request for a dock upgrade. Director Oudegeest said C should be discussed before D to accommodate the member of the public in attendance. He said the Board typically moved items up the agenda if they pertain to matters in which a member of the public was present.

A motion was made by Director Simpson to move item D before item C. The motion died due to a lack of a second.

A motion was made by Director Heald and seconded by Director Simpson to remove item A, and move C to A ahead of B. The motion passed by a unanimous vote.

IV. Public Comments: An opportunity for the Board to consider comments received from the public after the agenda was posted, regarding items on the agenda. There were no public comments received after the agenda was posted.

V. Operations: Mr. Quesnel's operations report was presented to the Board for consideration and possible action. Director Simpson said he had some questions but wasn't sure what to do with them since Mr. Quesnel was absent. He asked if the repairs to the tank at Donner Summit PUD's treatment plant were delayed because the road needed to be repaired first. Director Lindquist said the road that needed repairs provided access to the outfall and Director Oudegeest said the tanks were up at the front of the plant and were not affected by the road. Director Lindquist said too much time had passed since the bid was submitted so the contractor was no longer honoring the bid. Director Simpson's next question pertained to the removal of aquatic plants. He wanted to know if the District had given any thought as to who was responsible for the expense. Director Oudegeest asked what would happen to the dead plants after placing the blanket on them. Director Lindquist said he thought Mr. Quesnel would be doing further research and asked Director Simpson to send his specific questions to Mr. Quesnel.

Director Simpson said he was curious about the election. He said, based on Mr. Quesnel's report, if the District ended up with more the 250 voters, then mail ballots would no longer be an option. Mr. Mitchell said they could not do an "all mailed" ballot. They would still mail ballots but would also open a precinct if there were more than 250 registered voters. Opening a precinct for Soda Springs was unlikely but feasible if enough homeowners registered naming Serene Lakes as their domicile. Mr. Mitchell said there was a problem with the District's resolution form and that it would need to be modified before the next election in 2020. For now, an agreement had been reached regarding the language and the election would be conducted if an election was required.

Director Simpson said it looked like the construction projects were being reported on the website as well as door to door. He said he thought it was a good use of the website.

Director Heald asked about the 100' extension of the water intake pipe. She said if the pH and turbidity were worse at the 100' level, was it still something the Board wanted to do. Director Oudegeest said staff would be able to switch between the two intakes; one at the current level and one at the new level. Director Lindquist said this would provide staff with options.

Director Lindquist said, if the Board was in agreement, he wanted Mr. Quesnel to start preparing a brief plan for the District's water system with regard to wild fires. The plan would establish how the system would be operated and specifically that there could be the potential that the system would be operated in a way that it was non potable, meaning the District would be under a "Do Not Drink" order to provide more water for firefighting activities. He said some of the water district's fighting the Carr fire (near Redding) were bypassing their treatment plants to provide more water to the fire fighters. Director Heald asked what the long term problems would be with bypassing the filtration system then going back and cleaning it up. Mr. Lindquist said that would be one of the things Mr. Quesnel would look at.

VI. Consent Items Calendar:

The Consent Items Calendar was presented to the Board for action. The Consent Items Calendar included the minutes from the July 13, 2018, Regular Meeting; the July 2018 Check Register; Disbursements for Board Approval; and July 31, 2018, Financial Reports.

A motion was made by Director Heald and seconded by Director Simpson to approve the Consent Items Calendar. The motion passed by a unanimous vote.

VII. New Business:

A. Mr. Quesnel's memorandum titled "Use of Lot A for Cellular Tower Installation" dated, August 2, 2018, was removed from the agenda.

B. Mr. Quesnel's memorandum titled "Purchase of Replacement Pump for Sewage Pump Station #1", dated July 30, 2018, was presented to the Board for consideration and possible action.

A motion was made by Director Oudegeest and seconded by Director Simpson to approve the General Manager's request for purchase of the replacement pump (not to exceed \$16,500.00) from the company in South San Francisco. The motion passed by a unanimous vote.

C. Mr. Quesnel's memorandum titled "Application for Replacement Pier, Sierra Drive", dated July 30, 2018, was presented to the Board for consideration and possible action. This item was discussed before item B. Mr. Drosd, a resident of Serene Lakes and a representative from the Serene Lakes Property Owner's Association (SLPOA), said originally SLPOA looked at repairing the dock at Sierra but found it was beyond repair. The proposal he submitted was to replace the current dock with a smaller Pier D'Nort pier. He said the new pier could be removed and stored during the winter.

Director Lindquist asked how long it would take to get the dock. Mr. Drosd said the company was offering a 10% discount if delivery was taken this year. Mr. Drosd also said he was planning to order the dock as soon as approval was received. Director Lindquist asked if there would be enough time to have the pier sent out for powder coating and received back in time for spring if it wasn't ordered until February. Mr. Drosd said he believed the pier could still be ready for spring if wasn't ordered until February. Director Oudegeest said he was concerned that the proposed smaller dock would not be big enough given the number of people who use the Sierra access point.

Director Lindquist said there were some other details that needed to be worked out before the Board could make a decision on the dock. A major issue was SLPOA's liability insurance. Mr. Drosd asked if there was a timeframe for these discussions. Director Oudegeest asked if the Board was seriously considering not approving the dock. He suggested that the Board let SLPOA place the order, get the pier powder coated and stored before winter while the Board and SLPOA worked out the agreement. Mr. Mitchell said the problem was that the District didn't currently have a document with SLPOA that covered the installation of a dock. He also said if the Board approved the dock before having the document in place there was an element of risk that there would be a pier that could not be put in the water. Mr. Mitchell said he only knew of two agreements between the District and SLPOA; the Lot 1 lease and the license agreement for access points. He said the license agreement for the access points did not appear to cover the existing dock and that the license had expired on May 31, 2018.

Director Heald said the District clearly needed a new license agreement and she felt the District held the control. She said if the Board approved the dock but could not come to agreement with SLPOA on the license agreement, which was highly unlikely, then SLPOA needed to understand that the District would not let the dock be installed. She also said the Board could

approve the dock contingent on getting a new license agreement to include boat storage, the Sierra access point and changes to the indemnification requirements.

A motion was made by Director Oudegeest and seconded by Director Heald to approve the pier as described at the Sierra access point subject to the parties reaching an agreement on a license that would allow it to be installed on an annual basis.

Mr. Drosd asked about the size of the dock. The proposal was for a smaller dock than currently exists and asked if the Board could include an option “not to exceed the size of the existing dock”. He said that would give SLPOA the option (if they wanted to spend more money) for a bigger dock.

Director Oudegeest amended his motion to approve a dock contingent on support up to the current size of 245 square feet. Director Heald seconded the amendment.

Director Simpson said the District’s ordinance said docks could not be larger than 60 square feet and the proposed dock was more than twice that. Mr. Mitchell said he thought the Ordinance gave the Board discretion to approve larger docks. Director Lindquist said it was important to get the agreement in place and wondered if the approval had to be made right away. He said, based on SLPOA’s timeline, there appeared to be a little time before the dock was going to be ordered. He felt holding off on the decision would give SLPOA time to decide if they wanted to go with a bigger pier, resubmit their proposal and give the Board time to discuss the new license agreement. He also said that would give the public an opportunity to voice their opinions.

The Board voted on the amended motion to approve at replacement dock at the Sierra access point, not to exceed the size of the current dock. The motion passed by a vote of 3-1; Ayes: Director Lindquist, Heald and Oudegeest. Noes: Director Simpson.

The Board then voted on the amended motion to approve the dock contingent on having an approved license agreement. The motion passed by a unanimous vote.

Mr. Mitchell was asked, with Director Heald’s support, to provide a draft revised license agreement by the September 2018 meeting. An item would be placed on the September agenda to discuss a new license agreement with SLPOA.

D. Director Simpson’s memorandum titled “Review of SLPOA Lot 1 Lease”, dated July 30, 2018, was presented to the Board for consideration and possible action. Director Simpson said the District lease agreement with SLPOA for Lot 1 only covered the land; it did not cover uses in the water. He said another problem was that the lease referred to Lot 1 and that Lot 1 included a 10’ setback from the waterline. Director Oudegeest said the subdivision map allows everybody to the opportunity to use Lot 1 and the water. Director Simpson said there was an ambiguity in the language that needed to be cleared up with a new agreement so that it included both water and land use; for example, there was no agreement covering the dock, raft, water lines and anchors in the water at Lot 1. Director Heald said, regardless of the 10’ setback, the District now owned the lake bottom, which it didn’t own at the time of the lease agreement. If nothing else the Board needed to look at the use of the water.

Director Lindquist said one suggestion was to form a sub-committee to formulate questions and look at the history for answers. He said he didn’t want to make bad assumptions

causing unnecessary controversy. Director Simpson said he didn't want to change anyone's use or behaviors, he just wanted to make sure everything was in writing. Director Heald said, other than the license agreement that needed to be renewed, she agreed that the Sierra dock needed to be added to the license agreement. Director Simpson asked if the dock, raft etc. off Lot 1 could be added to the license agreement as well or if there should be a separate agreement for the activities in the water at Lot 1. Mr. Mitchell said leases were a big deal and didn't recommend reopening the Lot 1 lease unless there was a real perceived need to make changes; it was best to leave the lease alone. He also said, as for the insurance indemnification language, although the lease was vague, the lease did say SLPOA needed to provide insurance "to the District's satisfaction". Mr. Mitchell said, if the District were to come to an agreement with SLPOA regarding insurance in the license agreement, it would not be unreasonable to expect SLPOA to provide comparable insurance in connection with the lease for Lot 1.

Director Simpson summarized that a new license agreement could be drafted to include the Sierra dock and the facilities off Lot 1. Director Heald said the Lot 1 lease should not be reopened and she didn't think the things off of Lot 1 needed to be licensed. However, since the lease contained language about indemnification insurance, it would be important that the indemnification insurance be covered under the license agreement to an extent that the Board was comfortable. That language could then be imported into the Lot 1 lease if the vague language were ever questioned. She said it wouldn't be in hardcore writing but the courts would look to something (i.e., the lease agreement) that stated what the Board's acceptable insurance coverage was. Mr. Mitchell said he assumed that SLPOA had a single policy that would cover all property they owned, leased or licensed to use. He also said the Board would want to make sure that all the things that SLPOA was committed to were included within their insurance and that the same coverage limits applied to all agreements and activities. Mr. Mitchell also said that the District needed to be named on the policy and that the policy needed to say that the policy covered anyone to whom SLPOA was contractually committed to or they needed to provide an endorsement to that effect. Director Heald suggested, based on Mr. Mitchell's recommendation, to leave the lease as is and work on the license agreement.

Director Simpson noted that there were other issues such as paddle boards on Lake Serena and huge water toys that kids sit in and paddle around. Director Heald said those issues were not a SLPOA thing, they were general things covered by the ordinance and, given the recent use of an electric craft, she agreed there needed to be a discussion. She said the focus needed to turn to what the District would allow on the water and what it wouldn't. She said, given the current Jet Ski incident, the Board needed to add language to the Ordinance about acceptable water craft, acceptable use and who managed the activities.

Director Oudegeest said there was still the issue raised by Director Simpson about outside groups using Lot 1. Director Simpson said his reading of the lease was that SLPOA had exclusive responsibility to enforce whatever regulations existed. He also said if Lot 1 was limited to Serene Lakes property owners, renters, etc., then Peter Mayfield probably shouldn't have been given permission to use Lot 1. Director Simpson said Mr. Mayfield was given permission to take camp kids across Lot 1 to paddleboard on the lake. He suggested that maybe Mr. Mayfield should have contacted the District for permission to use the lake. Director Lindquist said he wasn't interested in pursuing a subject unless it could be shown that the community's financial wellbeing or water quality was at risk. He felt the issue was going beyond the District's responsibility of environmental protection and providing water. He wanted to rely on the good faith efforts of the

people of the community, discussing issues as needed and to get involved when an acute liability issue was defined.

Director Simpson then said he had been approached by people in the community fairly frequently asking why they cannot swim in Lake Serena. The water gets treated so why does it matter if someone swims in the lake? Director Lindquist said he would like all Directors to have the same talking points. He said the District had good rationale about why the ordinances were in place. He also said there is a process to change the ordinances if needed, with public comment. He also suggested that people could contact Mr. Quesnel with questions regarding allowed uses of the lakes. Director Oudegeest said he thought it was State law that prohibited swimming in water supply lakes. For example, swimming was not allowed in Lake Angela or San Francisco's water supply reservoir. He asked, wasn't the issue already covered in the ordinances, so why would the Board need to address the issue? Director Simpson said there was an ordinance but there were people that might say they could swim in the lake and it wouldn't kill anyone. On the other hand people using water toys might not be "swimming" in the lake but their bodies were coming in contact with the water. He asked whether there is a better way to define "swimming" since there was behavior on both sides of the line.

Director Heald suggested that a topic regarding the types of acceptable water crafts be placed on the agenda; included in the discussion could be the swimming in Lake Serena. She said the swimming issue had previously been discussed and she thought she remembered that Mr. Quesnel suggested banning stand-up paddleboards because people fall off them. Director Lindquist said the Board could start with an informal discussion then include the community. Mr. Mitchell suggested that Mr. Quesnel may already know whether or not there were State laws and/or regulations prohibiting swimming in water drinking water sources that he could provide. He thought State law/regulations might also provide information regarding other uses such as paddleboards etc. Director Oudegeest said the reason why the Board hasn't wanted to press the issue too strongly was because, as stated by Wade Freedle on several occasions, the State could come in and close down the entire lakes to any swimming given that the two lakes were connected. Director Lindquist said the Board has always been thoughtful about the science and community input before making a decision.

A topic would be placed on the agenda to discuss the types of water craft to be allowed on the lakes. Director Oudegeest asked about the issue of SLPOA allowing outside groups to use Lot 1. Director Heald said the consensus was that the Board would not regulate that use, the lease gave SLPOA exclusive use. Director Simpson noted that the lease limits both uses and users. Director Oudegeest said, for the record, SLPOA had no intension or desire to allow outside groups to use Lot 1. He said Mr. Mayfield came to SLPOA in an emergency situation with 9 to 11 kids between the ages of 6 and 8 that were unable to get to Donner Lake. Director Simpson said Bob McCormick said he didn't know where the line was for outside groups using Lot 1. Director Heald said the language in the lease was specifically crafted to say "SLPOA could use it (Lot1) in the context of the ways in which the use was allowed" so the District wouldn't have to get into telling SLPOA what they could and could not do. Director Simpson said the District can cancel the lease if SLPOA is not performing its enforcement. Director Oudegeest said he couldn't believe Director Simpson was serious about cancelling SLPOA's lease. Director Simpson said he wasn't, he was just raising a question and trying to learn more. Director Oudegeest said he didn't think suggesting that the District had the opportunity to cancel SLPOA's lease was a way to learn more. Director Simpson said "but it does". He said if SLPOA really started screwing up by letting in a lot of outside people or doing a lot of non-customary activities, the District could cancel their lease. He

also said there were people around the lake now that do not like what goes on at Lot 1. Director Heald said that was why the District specifically worded the lease to allow SLPOA the rights to use Lot 1 as allowed under the law.

Director Simpson went over the remaining pages of his memo that provided examples of water toys, Lot 1 and water-based improvements, and a pipe sticking out of the water near the former Ice Lakes Lodge. He was asked to send the pictures to Mr. Quesnel along with his question as to who was responsible for removing hazards from the lake.

VIII. Old Business:

A. Mr. Quesnel's memorandum titled "Website Rebuild Update", dated July 30, 2018, was presented to the Board for consideration and possible action. Director Simpson said he had trouble seeing the screen shots, that he looked at the website and didn't have any questions or comments. Director Oudegeest said the memo mentioned document search and he thought that would be a good thing to have.

Director Lindquist asked how many people paid using the website. Mrs. Nickerson reported that there were 88 credit card payments, 214 checks and 21 ACH payments.

B. Ms. Nickerson's memorandum titled "Resolution 2018-846 – Establishing Appropriations Limitation", dated August 7, 2018, was presented to the Board for consideration and possible action. Mrs. Nickerson said she spoke with Robert Johnson, the District's auditor, who said an argument could be made for using the population increase percentage for the unincorporated section of Placer County. The resolution was revised using the lessor percentage.

A motion was made by Director Oudegeest and seconded by Director Simpson to approve Resolution 2018-846. The motion passed by a unanimous vote.

IX. Administration:

A. A list of Follow-up Items from the July 13, 2018, board meeting was presented to the Board for consideration and possible action. Items 1, a District weather station, and 2, Director's pictures and bios for the website, were still pending.

B. The Status of Action Items remaining as of the August 2018 board meeting was presented to the Board for consideration and possible action. Mrs. Nickerson said she had been very busy lately with assessments, the website and that she had not had time to work on the Office Procedure's manual and would get back to it as soon as possible.

X. Adjournment

A motion was made by Director Oudegeest and seconded by Director Heald to adjourn the meeting. The motion passed by a unanimous vote.

The minutes were approved at the Regular Meeting held on September 14, 2018, as part of the Consent Items Calendar. A motion was made by Director _____ and seconded by Director _____ to approve the Consent Items Calendar. The motion passed by a _____ vote.

Sierra Lakes County Water District
Check Registers
August 2018

1002 - DEMAND Account			
RECONCILIATION:			
8/1/2018	Beginning Cash Balance		1,191,828.92
	Deposits		499,309.73
	Deposit - Interest		30.32
	Funds Transferred To/From Investment Account		
			DEMAND ACCOUNT DISBURSEMENTS:
			(184,960.04)
8/31/2018	Ending Cash Balance		<u>1,506,208.93</u>
1031 - GASB 45-OPEB Account			
RECONCILIATION:			
8/1/2018	Beginning Cash Balance		163.13
	Deposit - Interest		-
	Funds Transferred To/From Investment Account		-
	Deposit - Annual Funding		-
8/31/2018	Ending Cash Balance		<u>163.13</u>
Assessment District 2011-01			
RECONCILIATION:			
8/1/2018	Beginning Cash Balance		481,768.95
	Assessments Received		7,195.50
	Deposit - Interest		10.24
	Disbursements - USDA Assessment Loan Payment		-
8/31/2018	Ending Cash Balance		<u>488,974.69</u>
Placer County Treasurer's Fund			
RECONCILIATION:			
8/1/2018	Beginning Cash Balance		1,500,000.00
	Deposit - Interest		-
	Funds Transferred To/From Investment Account		-
8/31/2018	Ending Cash Balance		<u>1,500,000.00</u>
Local Area Investment Fund (LAIF)			
RECONCILIATION:			
8/1/2018	Beginning Cash Balance		608,000.00
	Deposit - Interest		-
	Funds Transferred To/From Investment Account		-
8/31/2018	Ending Cash Balance		<u>608,000.00</u>

DEMAND ACCOUNT DISBURSEMENTS:

Type	Date	Num	Name	Memo	Amount
1002 - US Bank - Demand					
Bill Pmt -Check	08/03/2018	6440	Donner Summit Public Utility District	Aug 2018 Wastewater Treatment Fees	(38,600.00)
Bill Pmt -Check	08/24/2018	6456	CA Bank & Trust (Deposit)	Qtrly Transfer - SRF Loan Impound Account	(25,000.00)
Bill Pmt -Check	08/03/2018	21445	Acumen Engineering Company	July 2018 Professional Fees	(12,144.98)
Check	08/27/2018	21450	SINGER, S AARON	00825 - Connection Permit Refund	(9,090.50)
Liability Check	08/31/2018		QuickBooks Payroll Service	Created by Payroll Service on 08/30/2018	(9,080.45)
Liability Check	08/02/2018		QuickBooks Payroll Service	Created by Payroll Service on 08/01/2018	(9,073.81)
Liability Check	08/17/2018		QuickBooks Payroll Service	Created by Payroll Service on 08/16/2018	(8,525.51)
Check	08/28/2018		Sierra Lakes County Water District	Transferred to AD - Collected Assessments	(7,195.50)

16

Sierra Lakes County Water District
Check Registers
August 2018

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	08/03/2018	MED082018	Public Employees' Retirement System (Med)	Medical - 1347	(7,138.16)
Bill Pmt -Check	08/24/2018	6453	Anna M. Nickerson	Professional Fees 8/1/18 to 8/15/18	(6,120.00)
Bill Pmt -Check	08/03/2018	6439	Anna M. Nickerson	Professional Fees 7/16/18 to 7/31/18	(4,440.00)
Check	08/02/2018		BluePay	Merchant Fees	(4,426.96)
Bill Pmt -Check	08/24/2018	6462	Lucity, Inc.	Annual Lic Fee	(3,750.00)
Liability Check	08/01/2018	E-pay	Internal Revenue Service	P/R Taxes: 94-1619513 QB Tracking # 1483844918	(3,712.34)
Liability Check	08/30/2018	E-pay	Internal Revenue Service	P/R Taxes: 94-1619513 QB Tracking # -488865182	(3,634.44)
Liability Check	08/29/2018	E-pay	Internal Revenue Service	P/R Taxes: 94-1619513 QB Tracking # -549280182	(3,399.14)
Bill Pmt -Check	08/24/2018	6465-6471	Pacific Gas & Electric	Electricity	(3,375.50)
Liability Check	08/03/2018	RET072018	Public Employees' Retirement System (Ret)	Retirement - 1347	(2,656.01)
Bill Pmt -Check	08/03/2018	6443	New Leaders	Website redesign	(2,318.75)
Bill Pmt -Check	08/24/2018	6461	KWA Safety & HazMat Consultants, Inc.	AC Pipe Refresher and PPE, USA Rules and Silica Hazard Training	(1,637.78)
Bill Pmt -Check	08/03/2018	6448	U.S. Bank (CC)	Board Room Supplies, Computer Services & Gas \$803.11	(1,629.34)
Bill Pmt -Check	08/24/2018	6474	Sierra Trench Protection Rentals & Sales	Manhole box rental & Trench Plate Rental	(1,350.00)
Bill Pmt -Check	08/24/2018	6452	Al Pombo, Inc.	Drain rock & Aggregate Base	(1,303.15)
Bill Pmt -Check	08/24/2018	6451	Advanced Marine Services Corp	Lake Intake Expansion Project	(1,289.50)
Bill Pmt -Check	08/24/2018	6472	Pape Machinery	Hydraulic hard lines & hoses	(1,253.63)
Bill Pmt -Check	08/24/2018	6460	Kronick Moskovitz Tiedemann & Girard	Jul 2018 Legal Fees	(954.00)
Liability Check	08/01/2018	E-pay	Employment Development Department	P/R Taxes: 499-0546-6 QB Tracking # 1483792918	(929.06)
Bill Pmt -Check	08/24/2018	6464	New Leaders	Website redesign	(918.75)
Liability Check	08/30/2018	E-pay	Employment Development Department	P/R Taxes: 499-0546-6 QB Tracking # -488879182	(906.52)
Bill Pmt -Check	08/24/2018	6478	USA Blue Book	Segmented Asphalt Blade, Lab & Water Pumping Supplies and Sodium Hypochlorite Test	(861.63)
Liability Check	08/29/2018	E-pay	Employment Development Department	P/R Taxes: 499-0546-6 QB Tracking # -549296182	(819.14)
Bill Pmt -Check	08/03/2018	6450	USA Blue Book	Misc Parts, Small Tools & Pump head service kit and fittings	(691.86)
Bill Pmt -Check	08/03/2018	6437	Al Pombo, Inc.	Aggregate Base	(503.31)
Bill Pmt -Check	08/24/2018	6454	AT&T	Telephone	(467.15)
Liability Check	08/14/2018		QuickBooks Payroll Service	Created by Payroll Service on 08/10/2018	(451.54)
Bill Pmt -Check	08/03/2018	6444	Pacific Gas & Electric	Electricity	(448.74)
Bill Pmt -Check	08/24/2018	6463	Napa Sierra	Batteries & Battery Charger for Hill Tank & motor oil	(391.03)
Bill Pmt -Check	08/03/2018	6441	McMaster-Carr	SPS#1 / Pump #3	(361.96)
Check	08/10/2018	21446	BANK, PETER E	Acct 10500 - HOTFaP Grant	(337.50)
Bill Pmt -Check	08/03/2018	6445	Placer County Human Resources	Aug 2018 Dental/Vision Premium	(316.58)
Bill Pmt -Check	08/03/2018	6442	Mountain Hardware	Small tools, chlorine, canopy & misc parts	(304.81)
Bill Pmt -Check	08/24/2018	6476	Thatcher Company, Inc.	Filter Plant Chemicals	(282.75)
Bill Pmt -Check	08/10/2018	21447	Del Frances	2 ea. Low Flow Toilet Rebates	(250.00)
Check	08/24/2018	21449	LOOMIS, TIMOTHY P	16425 - 2 ea. Toilet Rebates	(250.00)
Liability Check	08/17/2018		QuickBooks Payroll Service	Created by Payroll Service on 08/16/2018	(228.04)
Bill Pmt -Check	08/24/2018	6477	The Office Boss	Office & Printer Supplies	(214.94)
Bill Pmt -Check	08/24/2018	6475	Summit Home Care	Office Cleaning	(200.00)
Bill Pmt -Check	08/24/2018	6458	Cranmer Engineering, Inc.	Filter Plant Testing	(172.00)
Bill Pmt -Check	08/03/2018	6438	Anna Nickerson (Expense)	Board room supplies	(166.18)
Paycheck	08/15/2018	21448	William J. Oudegeest (Salary)	8/10/18 Board Meeting	(164.43)
Bill Pmt -Check	08/03/2018	6449	Underground Service Alert	Annual Membership	(150.00)
Bill Pmt -Check	08/24/2018	6480	Wienhoff Drug Testing	2018 Consortium Fee - 2 Employees	(140.00)
Bill Pmt -Check	08/24/2018	6457	County of Placer Engineering & Surveying	Inspection & Plan Check Fees Water Main Replacement	(136.00)
Liability Check	08/10/2018	E-pay	Internal Revenue Service	P/R Taxes: 94-1619513 QB Tracking # 1873810918	(135.16)
Bill Pmt -Check	08/15/2018	DD438	Lindquist, Michael (Director)	Mileage to 8/10/18 Board Meeting & Postage Reimbursement	(123.25)
Bill Pmt -Check	08/15/2018	DD439	Heald, Karen (Director)	Mileage to 8/10/08 Board Meeting	(122.10)
Bill Pmt -Check	08/24/2018	6455	Badger Meter	Aug 2018 Cellular Fee - Meter Test Program	(97.90)

17

Sierra Lakes County Water District
Check Registers
August 2018

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	08/24/2018	6479	Verizon Wireless	Cell Phone & On-Call Ipad	(63.81)
Bill Pmt -Check	08/24/2018	6473	Real Graphic	Black & White Scans	(52.00)
Check	08/08/2018		BluePay	Merchant Fees	(48.35)
Bill Pmt -Check	08/24/2018	6459	Hose & Fittings, etc.	hose & fitting for WW maint	(46.22)
Bill Pmt -Check	08/03/2018	6447	Tahoe Supply Company	Cleaning supplies & disposable gloves	(42.41)
Liability Check	08/10/2018	E-pay	Employment Development Department	P/R Taxes: 499-0546-6 QB Tracking # 1873808918	(32.20)
Bill Pmt -Check	08/03/2018	6446	Suburban Propane	Propane	(26.77)
Check	08/14/2018		QuickBooks Payroll Service	Created by Direct Deposit Service on 08/10/2018	(3.50)
Liability Check	08/17/2018		QuickBooks Payroll Service	Adjusted for voided paycheck(s)	(3.00)
Paycheck	08/03/2018	DD421	Brian Lundgren	Direct Deposit: Pay Period Ending 7/31/18	-
Paycheck	08/03/2018	DD422	Jeffery D. Krebill	Direct Deposit: Pay Period Ending 7/31/18	-
Paycheck	08/03/2018	DD423	Jerrold G. Dahlen	Direct Deposit: Pay Period Ending 7/31/18	-
Paycheck	08/03/2018	DD424	Matthew M Marriner	Direct Deposit: Pay Period Ending 7/31/18	-
Paycheck	08/15/2018	DD425	Karen Heald {Salary}	Direct Deposit: 8/10/18 Board Meeting	-
Paycheck	08/15/2018	DD426	Michael E Lindquist {Salary}	Direct Deposit: 8/10/18 Board Meeting	-
Paycheck	08/15/2018	DD427	Richard A Simpson {Salary}	Direct Deposit: 8/10/18 Board Meeting	-
Paycheck	08/20/2018	DD428	Brian Lundgren	Direct Deposit: Pay Period Ending 8/15/18	-
Paycheck	08/20/2018	DD429	Jeffery D. Krebill	Direct Deposit: Pay Period Ending 8/15/18	-
Paycheck	08/20/2018	DD430	Jerrold G. Dahlen	Direct Deposit: Pay Period Ending 8/15/18	-
Paycheck	08/20/2018	DD431	Matthew M Marriner	Direct Deposit: Pay Period Ending 8/15/18	-
Total 1002 - US Bank - Demand					(184,960.04)
TOTAL					(184,960.04)

Sierra Lakes County Water District
Payroll Summary
August 2018

	Karen Heald {Salary}	Michael E Lindquist {Sa...	Richard A Simpson {Sal...	William J. Oudegeest {S...	TOTAL
Employee Wages, Taxes and Adj...					
Gross Pay					
Salary Director	180.00	180.00	180.00	180.00	720.00
Total Gross Pay	180.00	180.00	180.00	180.00	720.00
Adjusted Gross Pay	180.00	180.00	180.00	180.00	720.00
Taxes Withheld					
Federal Withholding	0.00	0.00	-25.00	0.00	-25.00
Medicare (Employee)	-2.61	-2.61	-2.61	-2.61	-10.44
Social Security (Employee)	-11.16	-11.16	-11.16	-11.16	-44.64
State Withholding	0.00	0.00	-25.00	0.00	-25.00
SDI (Employee)	-1.80	-1.80	-1.80	-1.80	-7.20
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00
Total Taxes Withheld	-15.57	-15.57	-65.57	-15.57	-112.28
Net Pay	164.43	164.43	114.43	164.43	607.72
Employer Taxes and Contributions					
Medicare (District)	2.61	2.61	2.61	2.61	10.44
Social Security (District)	11.16	11.16	11.16	11.16	44.64
SUI (District)	8.82	8.82	8.82	8.82	35.28
ETT (District)	0.18	0.18	0.18	0.18	0.72
Total Employer Taxes and Contri...	22.77	22.77	22.77	22.77	91.08

Sierra Lakes County Water District
Operating Budget-to-Actual
Fiscal Year July 1, 2017 to June 30, 2018

	MONTH TO DATE				YEAR TO DATE				ANNUAL BUDGET	
	Month End 8/31/18	Budget	Favorable / (Unfavorable)	% of Budget	YEAR TO DATE	Budget	Favorable / (Unfavorable)	% of Budget	FY 18-19 Budget	% of Budget
<u>Water Sewer Revenues</u>										
8000-01 · Annual Water Fees	71,079	71,079	-	100%	142,158	142,158	-	100%	852,948	17%
8000-02 · Annual Sewer Fees	98,585	98,585	(0)	100%	197,169	197,169	-	100%	1,183,016	17%
8030 · Property Taxes	21,346	20,000	1,346	107%	21,346	20,000	1,346	107%	390,000	5%
8050 · Customer Late Fees	(137)	-	(137)	100%	(124)	-	(124)	100%	10,000	-1%
8005 · Primary Facilities Fees - Sewer	(7,020)	-	(7,020)	100%	780	-	780	100%	23,400	3%
8006 · Primary Facilities Fees - Water	(1,643)	-	(1,643)	100%	183	-	183	100%	5,475	3%
8052 · GAPVAX Services	-	-	-	0%	-	-	-	0%	-	0%
8020 · Other Income	64	-	64	100%	7,620	-	7,620	100%	-	-100%
Total Revenues Received:	182,275	189,664	(7,389)	96%	369,132	359,327	9,805	103%	2,464,839	15%
<u>Controllable Expenses:</u>										
<u>Salaries:</u>										
9001 · Director Salaries	720	1,800	1,080	40%	1,620	3,600	1,980	45%	21,600	8%
9002 · Office Salaries	-	-	-	0%	-	-	-	0%	-	0%
9002-01 Office Hourly Regular	-	-	-	0%	-	-	-	0%	-	0%
9003 · Maintenance Salaries	23,150	21,350	(1,800)	108%	45,140	42,700	(2,440)	106%	257,387	18%
9003-01 - Maint Hourly Regular	556	536	(20)	104%	1,268	1,073	(196)	118%	6,435	20%
9003-02 - Maint Overtime	2,180	2,167	(13)	101%	4,400	4,333	(67)	102%	26,000	17%
9003-03 - Maint Standby	-	-	-	0%	-	-	-	0%	1,500	0%
9003-00 - Maint Salaries - Other	-	-	-	0%	-	-	-	0%	-	-
9003-04 - Labor Allocated to Projects	-	-	-	0%	-	-	-	0%	-	-
Total 9000 · Salaries	26,606	25,853	(753)	103%	52,429	51,706	(723)	101%	312,922	17%
<u>Payroll Expense</u>										
9005 · Payroll Expense - SS & Medicare	2,035	1,857	(178)	110%	4,011	3,714	(296)	108%	22,286	18%
9007 · Payroll Expense- SUI & ETT	46	329	283	14%	248	658	410	38%	3,950	6%
9008 · Payroll Expense - Retirement	1,437	3,827	2,389	38%	2,833	7,654	4,820	37%	45,921	6%
9009 · Payroll Expense - Medical & D/V	8,276	12,250	3,974	68%	16,559	24,500	7,941	68%	147,000	11%
9010 · Payroll Expense - Workers' Comp	-	-	-	0%	-	-	-	0%	13,900	0%
Total 9004 · Payroll Expense	11,794	18,263	6,469	65%	23,651	36,526	12,876	65%	233,057	10%
<u>Indirect & G&A</u>										
9012 · Legal Expense:	1,654	3,000	1,346		4,080	6,000	1,920	68%	36,000	11%
9013 · Audit Expense	-	-	-	0%	-	-	-	0%	12,250	0%
9014 · Fees & Penalties	50	125	76	40%	85	250	165	34%	1,500	6%
9016 · Directors' Expense	239	833	595	29%	644	1,667	1,023	39%	10,000	6%
9017 · Professional Fees - Operations	12,733	12,083	(649)	105%	24,877	24,167	(711)	103%	145,000	17%
9018 · Professional Fees - Office	11,880	10,400	(1,480)	114%	21,120	20,800	(320)	102%	124,800	17%
9019 · Staff Travel/Training	960	167	(793)	576%	960	333	(627)	288%	2,000	48%
9022 · Election Expense	-	-	-	0%	-	-	-	0%	2,500	0%
9023 · Insurance Expense	-	-	-	0%	-	-	-	0%	20,000	0%
9024 · Membership Expense	65	-	(65)	100%	215	250	35	86%	12,000	2%
9026 · Outside Services	340	240	(100)	142%	668	480	(188)	139%	2,880	23%
9028 · Telephone Expense	535	625	90	86%	1,062	1,250	188	85%	7,500	14%

20

Sierra Lakes County Water District
Operating Budget-to-Actual
Fiscal Year July 1, 2017 to June 30, 2018

	MONTH TO DATE				YEAR TO DATE				ANNUAL BUDGET	
	Month End 8/31/18	Budget	Favorable / (Unfavorable)	% of Budget	YEAR TO DATE	Budget	Favorable / (Unfavorable)	% of Budget	FY 18-19 Budget	% of Budget
9029 · Garbage/Hazmat Expense	-	375	375	0%	283	750	467	38%	4,500	6%
9030 · Uniform Expense	112	169	57	66%	112	338	226	33%	2,025	6%
9034 · Propane Expense	-	800	800	0%	27	1,600	1,573	2%	10,700	0%
9036 · SCADA System Expense	1,882	290	(1,592)	649%	1,882	580	(1,302)	325%	3,500	54%
9037 · M&O Asset Mgmt Sys (SLAMS)	3,750	375	(3,375)	1,000%	3,750	750	(3,000)	500%	4,500	83%
9040 · Office Expense	183	250	67	73%	660	500	(160)	132%	3,000	22%
9041 · Postage Expense	28	225	197	13%	28	450	422	6%	2,700	1%
9042 · Postage Meter Expense	-	-	-	0%	32	-	(32)	100%	1,300	2%
9043 · Copier & Fax Expense	109	79	(30)	138%	109	158	49	69%	950	12%
9044 · Computer Equipment & Service		583	(4,996)	0%		1,167	(7,307)	0%	7,000	0%
9044-01 · General Expense	53			100%	568					
9044-02 · Website Design	1,051				3,370					
9044-03 · Merchant Fees	4,475				4,535					
Total 9011 · Indirect & G&A	40,099	30,619	(9,479)	131%	69,068	61,489	(7,579)	112%	416,605	17%
<u>MAINTENANCE & OPERATIONS</u>										
<u>Water Treatment & Filter Plant</u>										
9101 · Filter Plant Operations & Maint	16	375	359	4%	1,056	750	(306)	141%	4,500	23%
9102 · Filter Plant-Chems, Lab & Equip	2,023	1,250	(773)	162%	2,297	2,500	203	92%	15,000	15%
9103 · Filter -Water Pumping Plant M&O	242	83	(159)	290%	284	167	(118)	171%	1,000	28%
9104 · Well Pump Station Expense	17	-	(17)	100%	17	-	(17)	100%	-	-100%
Total 9100 · Water Treatment & Filter Plant	2,299	1,708	(590)	135%	3,655	3,417	(238)	107%	20,500	18%
<u>Water Distribution</u>										
9201 · Water Dist - General Maint	1,590	500	(1,090)	318%	3,122	1,000	(2,122)	312%	6,000	52%
9202 · Water Dist - Pipes & Fittings	-	208	208	0%	-	417	417	0%	2,500	0%
9203 · Water Dist - Hydrant Maint	-	63	63	0%	-	125	125	0%	750	0%
9204 · Fees - Water	-	1,042	1,042	0%	-	2,083	2,083	0%	12,500	0%
9205 · Water Dist - Electricity	2	2,667	2,665	0%	2,972	5,333	2,361	56%	32,000	9%
9600 · Water Dist - Meters/Parts	442	83	(359)	530%	442	167	(275)	265%	1,000	44%
9601 · Water Conservation	250	208	(42)	120%	500	417	(83)	120%	2,500	20%
Total 9200 · Water Distribution	2,284	4,771	2,487	48%	7,037	9,542	2,505	74%	57,250	12%
<u>Wastewater Collection System</u>										
9301 · Wastewater - General Maint	2,205	708	(1,497)	311%	3,616	1,417	(2,199)	255%	8,000	45%
9302 · Wastewater - Pipes/Fittings	18	83	65	22%	18	167	148	11%	1,000	2%
9303 · Wastewater- Enzymes/Lab Testing	-	417	417	0%	2,304	833	(1,470)	276%	5,000	46%
9304 · Wastewater - Manholes	-	-	-	0%	-	500	500	0%	500	0%
9305 · Fees - Sewer	-	583	583	0%	-	1,167	1,167	0%	7,000	0%
9306 · Wastewater - Electricity	213	1,292	1,079	16%	1,520	2,583	1,063	59%	15,500	10%
9700-01 · Wastewater Export Service Refund	-	-	-	0%	-	-	-	0%	-	0%
9700 · Wastewater- Export Service Exp	38,600	38,600	-	100%	77,200	77,200	-	100%	463,200	17%
Total 9300 · Wastewater Collection System	41,036	41,683	647	98%	84,657	83,867	(791)	101%	500,200	17%
<u>Vehicle Expense</u>										

Sierra Lakes County Water District
Operating Budget-to-Actual
Fiscal Year July 1, 2017 to June 30, 2018

	MONTH TO DATE				YEAR TO DATE				ANNUAL BUDGET	
	Month End 8/31/18	Budget	Favorable / (Unfavorable)	% of Budget	YEAR TO DATE	Budget	Favorable / (Unfavorable)	% of Budget	FY 18-19 Budget	% of Budget
9501 · Gasoline/Diesel	736	708	(28)	104%	1,839	1,417	(422)	130%	8,500	22%
9502 · Pickups	-	167	167	0%	-	333	333	0%	2,000	0%
9503 · Gapvac	1,422	292	(1,130)	488%	1,422	583	(839)	244%	3,500	41%
9504 · Backhoe	24	167	143	14%	24	333	310	7%	2,000	1%
9505 · Vehicle Maint Supplies	82	83	2	98%	82	167	85	49%	1,000	8%
Total 9500 · Vehicle Expense	2,264	1,417	(847)	160%	3,366	2,833	(533)	119%	17,000	20%
Project Expenses										
9812 · Spot Repairs of Sewer Mainline & Laterals	37,437	20,000	(17,437)	187%	37,999	40,000	2,001	95%	44,500	85%
9813 · Repair of Sewer Manholes at Various Locations	12,057	15,000	2,943	80%	12,057	30,000	17,943	40%	41,500	29%
9815 · Misc Sewer Pump Station Upgrades	366	5,000	4,634	7%	366	10,000	9,634	4%	13,500	3%
9818 · Misc Water System Improvements	25,525	20,000	(5,525)	128%	25,525	28,350	2,825	90%	33,400	76%
9819 · Adj Water Valve Boxes to Street Grade	-	1,000	1,000	0%	-	2,000	2,000	0%	3,000	0%
9820 · Misc Upgrades Water Pump Stations	26,945	19,617	(7,329)	137%	26,945	21,400	(5,545)	126%	21,400	126%
9821 · Automatic Meter Read System	98	248	150	39%	98	496	398	20%	2,975	3%
9822 · Misc Jobs - Safety Tools Bldgs	872	2,800	1,928	31%	1,070	5,600	4,530	19%	33,600	3%
9824 · Lake Management	-	208	208	0%	-	417	417	0%	2,500	0%
9825 · HOTFaP	338	10,000	9,663	3%	338	20,000	19,663	2%	30,000	1%
9915 · Misc. Projects	-	-	-	0%	-	-	-	0%	-	-
Total 9800 · Project Expenses	103,638	93,873	(9,765)	110%	104,399	158,263	53,863	66%	226,375	46%
Total Controllable Expenses	230,020	218,188	(11,832)	105%	348,261	407,642	59,380	85%	1,783,909	20%
Non-Controllable Expenses:										
9900 · Debt - Interest										
9904 · Interest on SRF Loan	-	-	-	0%	-	-	-	0%	12,075	0%
9906 · USDA Revenue Bonds	-	-	-	0%	-	-	-	0%	130,000	0%
9908 · Int on Assessment-7207 Palisade	-	-	-	0%	-	-	-	0%	765	0%
Total 9900 · Debt - Interest	-	-	-	0%	-	-	-	0%	142,840	0%
9920 · Depreciation										
9921 · Depreciation - Water	10,018	10,390	373	96%	20,035	20,781	745	96%	124,684	16%
9922 · Depreciation - Sewer	7,992	8,583	592	93%	15,983	17,167	1,183	93%	102,999	16%
Total 9920 · Depreciation	18,009	18,974	964	95%	36,019	37,947	1,929	95%	227,683	16%
Total Non-Controllable Expenses	18,009	18,974	964	95%	36,019	37,947	1,929	95%	370,523	10%
TOTAL DISTRICT EXPENSES:	248,029	237,161	(10,868)	105%	384,280	445,589	61,309	86%	2,154,432	18%
EARNED REVENUE LESS EXPENSES	(65,754)	(47,497)	(18,256)		(15,148)	(86,261)	71,114		310,407	

SIERRA LAKES COUNTY WATER DISTRICT
 CAPITAL PROJECTS SUMMARY
 FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019

For Period 7/1/2018 to 6/30/2019					
	PROPOSED BUDGET	Previously Incurred Costs	Costs Incurrec Current Month	Total Costs to Date	VARIANCE Favorable (Unfavorable)
CAPITAL PROJECTS IN PROGRESS:					
Miscellaneous Sewer Pump Station Upgrades	\$ 16,500	\$ -	\$ -	\$ -	\$ 16,500
Miscellaneous Water Pump Station/Storage Improvements	75,000	-	-	\$ -	75,000
DSPUD Water Plant	50,000	-	-	\$ -	50,000
Total Capital Projects	\$ 141,500	\$ -	\$ -	\$ -	\$ 141,500

Sierra Lakes County Water District
Cash Flow Projection
in \$000's

	ACTUAL Aug-18	Forecast Aug-18	Forecast Sep-18	Forecast Oct-18	Forecast Nov-18	Forecast Dec-18	Forecast Jan-19	Forecast Feb-19	Forecast Mar-19	Forecast Apr-19	Forecast May-19	Forecast Jun-19	Forecast Jul-19	Forecast Aug-19
Beginning Operating Cash Balance:	1,192	1,192	1,506	1,342	1,295	1,281	1,251	1,386	1,331	1,105	974	1,053	987	1,082
Cash Provided/(Used) by Operations:														
Revenues:														
Sewer & Water Service Fees	405	345	125	175	183	100	75	100	100	50	100	64	225	350
Placer County Taxes	21	-	-	-	-	-	190	-	-	-	131	-	-	-
Other Income	-	-	7	3	3	-	-	-	7	3	3	-	-	-
Expenses:														
Operating Expenses	(160)	(160)	(130)	(130)	(130)	(130)	(130)	(130)	(130)	(130)	(130)	(130)	(130)	(130)
Sierra Plant - Capital Projects	-	(25)	(100)	(95)	(45)	-	-	-	-	-	-	-	-	(50)
Net Cash Provided/(Used) by Operations:	266	160	(98)	(47)	11	(30)	135	(30)	(23)	(77)	104	(66)	95	170
Cash Provided/(Used) for Financing Activities														
CA Bank & Trust - Qrtly Transfers	(25)	(25)	-	-	(25)	-	-	(25)	-	-	(25)	-	-	-
USDA \$5.2 million Revenue Bond	-	-	(66)	-	-	-	-	-	(203)	-	-	-	-	-
DSPUD Excess Capapcity Refund (\$655,000)	73	73	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Provided/(Used) by Financing Activities:	48	48	(66)	-	(25)	-	-	(25)	(203)	-	(25)	-	-	-
Cash Provided(Used) by Investment Activities														
Lump Sum Prepayment: Pensions	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GASB 45 - OPEB Annual Funding	-	-	-	-	-	-	-	-	-	(54)	-	-	-	-
Total Cash Provided(Used) by Investment Activities:	-	-	-	-	-	-	-	-	-	(54)	-	-	-	-
Ending OPERATING ACCOUNT Cash Balance:	1,506	1,400	1,342	1,295	1,281	1,251	1,386	1,331	1,105	974	1,053	987	1,082	1,252

SIERRA LAKES COUNTY WATER DISTRICT - FIVE YEAR CASH FLOW PROJECTION
2017/2018 - 2021/2022
in \$000's

Beginning OPERATING Cash Balance:

Cash Provided/(Used) by Operations:

Revenues:

Water/Sewer Service Fees

Placer County Tax

Primary Facilities Fees

Misc Other Income

Expenses:

Operating Expenses

Sierra Plant - Capital Projects

Net Cash Provided/(Used) by Operations:

Cash Provided/(Used) for Financing Activities

CA Bank & Trust Loan Principal & Interest

USDA Revenue Bond Loan

Refunded WWTP Costs

Total Cash Provided/(Used) by Financing Activities:

Cash Provided(Used) by Investment Activities

Total Cash Provided(Used) by Investment Activities:

Moved to Placer Co. Treasurer's Fund

Annual GASB 45 Funding - OPEB - Moved to LAIF

Total Cash Provided(Used) by Investment Activities:

Ending OPERATING Cash Balance:

	ACTUAL 2017/2018	FORECAST 2018/2019	Forecast 2019/2020	Forecast 2020/2021	Forecast 2021/2022
Beginning <u>OPERATING</u> Cash Balance:	2,299	2,271	987	912	497
<u>Cash Provided/(Used) by Operations:</u>					
Revenues:					
Water/Sewer Service Fees	2,112	2,036	2,036	2,036	2,036
Placer County Tax	406	390	390	390	390
Primary Facilities Fees		29	29	29	29
Misc Other Income	10	40	40	40	40
Expenses:					
Operating Expenses	(1,460)	(1,780)	(1,833)	(1,888)	(1,945)
Sierra Plant - Capital Projects	(260)	(142)	(380)	(664)	(453)
Net Cash Provided/(Used) by Operations:	808	573	282	(57)	97
<u>Cash Provided/(Used) for Financing Activities</u>					
CA Bank & Trust Loan Principal & Interest	(100)	(100)	(100)	(100)	(100)
USDA Revenue Bond Loan	(269)	(270)	(270)	(270)	(270)
Refunded WWTP Costs	75	67	67	67	67
Total Cash Provided/(Used) by Financing Activities:	(294)	(303)	(303)	(303)	(303)
<u>Cash Provided(Used) by Investment Activities</u>					
Total Cash Provided(Used) by Investment Activities:	(488)	(1,500)			
Moved to Placer Co. Treasurer's Fund		(54)	(54)	(54)	(54)
Annual GASB 45 Funding - OPEB - Moved to LAIF	(54)	(54)	(54)	(54)	(54)
Total Cash Provided(Used) by Investment Activities:	(542)	(1,554)	(54)	(54)	(54)
Ending <u>OPERATING</u> Cash Balance:	2,271	987	912	497	237

amn
9/7/2018
9:54 AM

SIERRA LAKES COUNTY WATER DISTRICT
LIST OF DISBURSEMENTS REQUIRING BOARD APPROVAL
September 2018

Vendor	Inv # / Inv Date		Invoice Amount
<u>Acumen Engineering</u>	Invoice #	143	12,732.50
	Date	9/1/2018	
	For: <u>Aug 2018 Professional Fees</u>		
<u>Anna Nickerson</u>	Inv#	81518	6,120.00
	Date	8/15/2018	
	For: <u>Professional Fees 8/1 to 8/15/18</u>		
	Inv#	83118	5,760.00
	Date	8/31/2018	
	For: <u>Professional Fees 8/16 to 8/31/18</u>		
TOTAL ANNA NICKERSON			11,880.00
<u>Precision Earthworks Construction, Inc.</u>	Invoice #	7400	95,279.77
	Date	8/30/2018	
	For: <u>Progress Bill #1 less 5% retention</u>		
TOTAL INVOICES FOR APPROVAL			119,892.27

ACUMEN ENGINEERING

C O M P A N Y

Invoice

PO Box 3497
Truckee, California 96160

DATE	INVOICE #
9/1/2018	143

BILL TO
Sierra Lakes County Water District PO Box 1039 Soda Springs, CA 95728

TERMS	DUE DATE	PROJECT
Net 30	10/1/2018	

DESCRIPTION	QTY	RATE	AMOUNT
Principal Engineer in August 2018 per attached detail	86	145.00	12,470.00
Eastern Sierra Engineering Invoice # 180719 for drafting of 2018 Utility Project plans	1	262.50	262.50
<p>ACCOUNT NO 9017 \$ 12,732.50 CHECK NO. CK DATE APPROVED</p>			
Total			\$12,732.50

**Sierra Lakes County Water District
Acumen Engineering Monthly Invoice Detail
August 2018**

Date	Engineering Task Description	Hours
8/1/2018	Board Memos, drive to District, residential inspections, Minn Court fire flow information to contractor, SPS-1 pump quote; correspondence re: Verizon communications tower; letter to property owner re: water and sewer service testing; research pump station trash baskets; phone diver re: intake inspection. O&M hours: 5.5	5.5
8/2/2018	Drive to District; Staff meeting; review SPS-1 float settings; residential inspections; Board Memos; telephone Jeff Mitchell re: SLPOA insurance documentation. O&M hours: 5.5	5.5
8/3/2018	Finish Board Memos; drive to District; review Board Meeting agenda with Anna; phone with Jeff Mitchell re: shutoff noticing and late payment fee; residential inspections; letter to property owner re: AST upgrade. O&M hours: 4.5	4.5
8/6/2018	Drive to District; Staff meeting; well building power and controls research for generator installation; Hill Tank emergency power connection design with Electrical Engineer; coordination with Utility Project Contractor and Placer County re: start date; telephone Mechanical Engineer re: well building generator cooling; telephone Telstar re: well building SCADA options. O&M hours: 4.0	4.0
8/7/2018	Drive to District; residential inspections; telephone Jeff Mitchell re: SLPOA License Agreement; SPS-3 trench repairs; meet with DSPUD re: outfall road repairs. O&M hours: 5.5	5.5
8/8/2018	Drive to District; service potholing on Soda Springs Road; meet with Utility Project Contractor; residential inspections; update project list. O&M hours: 3.5	3.5
8/13/2018	Drive to District; residential inspections; meet with Utility Project Contractor; review August Board Meeting actions and follow-up with Anna; telephone Jeff Mitchell re: SLPOA License Agreement; meet with Auditors; review video of lake intake and sample screens inspection by diver; review RK proposal for DSPUD outfall road repair. O&M hours: 4.0	4.0
8/14/2018	Contact JPIA re: insurance limits; drive to District; residential inspections; meet with Utility Project Contractor; sewer export line TV inspection; review invoices; contact property owner re: Verizon; telephone and HOTFAP information re: AST requirements with property purchaser; order SPS-1 replacement pump; tree removal at Bales. O&M hours: 4.5	4.5
8/15/2018	Update SLPOA License Agreement exhibits; review Audit results with Anna; drive to District; DSPUD outfall road with Contractor; leak letter to property owner; Hill Tank emergency power components. O&M hours: 3.5	3.5
8/16/2018	Research allowable uses at Lake Access locations for SLPOA License Agreement update; drive to District; residential inspections; telephone property buyer re: lake access and swimming limitations. O&M hours: 2.5	2.5
8/17/2018	Drive to District; DSPUD re: outfall road work; residential inspection; backhoe repairs; tree removal on District property; invoices and time card review; mechanical engineer re: well generator ventilation ducts; telephone property buyer re: lake access and swimming. O&M hours: 3.5	3.5

**Sierra Lakes County Water District
Acumen Engineering Monthly Invoice Detail
August 2018**

Date	Engineering Task Description	Hours
8/20/2018	Drive to District; review driveway patch after meter installation; telephone property owner re: utility late fee; meet with Utility Project Contractor; meet with Telstar re: filter plant generator connection to SCADA; diver at Bales to reset sample intakes. O&M hours: 3.5	3.5
8/21/2018	Drive to District; meet with Utility Project Contractor; telephone Caterpillar re: Filter Plant generator wiring diagram; lake access signage replacement; review videos of Bales sample intake reset; project assignments; review SLPOA License Agreement language changes and contact SLPOA president re: same. O&M hours: 4.0	4.0
8/22/2018	Drive to District; Staff meeting; return late fee overpayment to customer; meeting with Robert Bousquet and Anna re: website rebuild remaining tasks; meet with fabricator re: sewer pump station trash baskets; meet with property owner re: tree trimming on District property; telephone Caterpillar re: Filter Plant generator wiring; meet with Jerry re: retirement; residential inspection. O&M hours: 6.5	6.5
8/23/2018	Meet with ACWA field representative; telephone electrical contractor re: on-call services; prepare Operator advertisement; revise on-call schedule and project assignments. O&M hours: 3.0	3.0
8/24/2018	Finish Operator advertisement and send to contact and publish in <i>Sierra Sun</i> ; drive to District; review schedules with Operators; SPS-2/-3 conduit and conductor replacement; residential inspection. O&M hours: 3.5	3.5
8/28/2018	Telephone Caterpillar re: Filter Plant generator wiring repair; no lead certification to State; drive to District; SPS-2/-3 conduit installation; meet with Utility Project Contractor; correspondence with Mechanical Engineer re: well generator installation; SPS-3 generator exhaust replacement. O&M hours: 3.5	3.5
8/29/2018	Drive to District; meet with Mechanical Engineer at well building; pickup materials for Hill Tank power supply and SPS-2/-3 projects; telephone contractor re: residential meter requirements; SLPOA License Agreement language; review raw water quality and email Dr. Ryder; review DSPUD outfall access road invoice; contact Truckee Fire re: water supply; Filter Plant generator wiring repair site visit coordination with Caterpillar. O&M hours: 4.5	4.5
8/30/2018	Drive to District; meet with potential Operator applicant re: facilities tour; meet with Truckee Fire re: water supply; review ventilation requirements for well building generator installation; review schedule with Utility Project Contractor; contact property owner re: slash on District property. O&M hours: 5.0	5.0
8/31/2018	Drive to District; residential inspection; review invoices; telephone paving contractor re: patching; mark trees on District property for removal; order materials for SPS-3 generator exhaust replacement; TTHM/HAA5 results to State; review initial SLPOA comments re: revised License Agreement. O&M hours: 6.0	6.0
Total O&M: 86.0 hours		86.0

ANNA NICKERSON
FINANCIAL CONSULTANT

INVOICE

16615 Glenshire Dr
 Truckee, CA 96161
 530-330-2724

INVOICE NO: 081518
 DATE: 8/15/8

ACCOUNT NO: 9018 \$ 6,120.00
 CHECK NO: 6453
 CHECK DATE: 8-24-18
 APPROVAL: _____

anickerson@sonic.net

TO Sierra Lakes County Water District
 P.O. Box 1039
 Soda Springs, CA 95728
 530-426-7800

Billing Rate: \$80.00

DATE	DESCRIPTION	HOURS	UNIT PRICE	TOTAL	Admin	Escrow & Public Requests	FS / Recs / PR / HR / Tax / Budget / Audit	Assmnt District	MtO Support	A/R - Banking	A/P	Mail / email	IT	Board Agenda / Mtg Min / Packets	Total
8/1/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Discussion with Robert & review of website online account issues. Payroll.	5.5	\$80.00	\$ 440.00			2.5			0.5	1	0.5	1		5.5
8/2/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Opened & closed escrows, filed and minutes.	10.5	\$80.00	\$ 840.00	1	2				2	0.5	0.5	0.5	4	10.5
8/3/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. W/S Later Test Scheduling, Month end reports & board packets	8.0	\$80.00	\$ 640.00			4		0.5	1	0.5	0.5		1.5	8
8/6/2018	Off	0.0	\$80.00	\$ -											0
8/7/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Escrow update & year end audit prep	7.5	\$80.00	\$ 600.00		1.5	4.5			0.5	0.5	0.5			7.5
8/8/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Escrow updates, audit prep & filing	7.0	\$80.00	\$ 560.00	1		3			2	0.5	0.5			7
8/9/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Audit prep	4.5	\$80.00	\$ 360.00			2			1.5	0.5	0.5			4.5
8/10/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Meeting prep, p/r, audit prep	10.5	\$80.00	\$ 840.00	1		5			1.5	0.5	0.5		2	10.5
8/10/2018	Board Meeting	3.0	\$80.00	\$ 240.00										3	3
8/13/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Audit, scheduled & update test information and filed	10.5	\$80.00	\$ 840.00	1	1	6.5			1	0.5	0.5			10.5
8/14/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Finished Audit, filed audit docs, , update escrows, filed, processed rebates, purchase order	9.5	\$80.00	\$ 760.00	1	1	5		0.5	0.5	1	0.5			9.5
8/15/2018	Off	0.0	\$80.00	\$ -											0
	TOTALS	76.5	\$	\$ 6,120.00	5.0	5.5	32.5	0.0	1.0	10.5	5.5	4.5	1.5	10.5	76.5
					7%	7%	42%	0%	1%	14%	7%	6%	2%	14%	

**ANNA NICKERSON
FINANCIAL CONSULTANT**

INVOICE

ACCOUNT NO: 9018 \$ 5,760.00

CHECK NO: _____

CHECK DATE: _____

APPROVAL: _____

16615 Glenshire Dr
Truckee, CA 96161
530-330-2724

INVOICE NO: 083118
DATE: August 31, 2018

anickerson@sonic.net

TO Sierra Lakes County Water District
P.O. Box 1039
Soda Springs, CA 95728
530-426-7800

Billing Rate: \$80.00

DATE	DESCRIPTION	HOURS	UNIT PRICE	TOTAL	Admin	Escrow & Public Requests	FS / Recs / PR / HR / Tax / Budget / Audit	Assmnt District	M&O Support	A/R - Banking	A/P	Mail / email	IT	Board Agenda / Mtg Min / Packets	Total
8/16/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. P/R & credit card payments	4.5	\$80.00	\$ 360.00			1.5			2	0.5	0.5			4.5
8/17/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated escrows, filed & updated Lucy	7.5	\$80.00	\$ 600.00	1	1			3	1	1	0.5			7.5
8/20/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Opened & closed escrows and updated website customer accounts.	6.0	\$80.00	\$ 480.00		1.5				1.5	0.5	0.5	2		6
8/21/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Reconcile/Record Int & Fees for Assessments	7.5	\$80.00	\$ 600.00		1		1.5		4	0.5	0.5			7.5
8/22/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Reconcile/Record Int & Fees for assessments	5.0	\$80.00	\$ 400.00				2.5		0.5	0.5	0.5	1		5
8/23/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Reconcile/Record Int & Fees for assessments. Escrow updates and minutes	4.0	\$80.00	\$ 320.00		1				0.5	0.5	0.5		1.5	4
8/24/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Worked on minutes, escrows and filed.	7.0	\$80.00	\$ 560.00	1	1				1	1.5	0.5		2	7
8/27/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Recorded assessment payments and began minutes	7.5	\$80.00	\$ 600.00				2.5		3	0.5	0.5		1	7.5
8/28/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated/closed out escrows, filed and worked on minutes	7.5	\$80.00	\$ 600.00	1	2.5				1	0.5	0.5		2	7.5
8/29/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Worked on minutes and closed another escrow.	4.5	\$80.00	\$ 360.00		0.5				0.5	1	0.5		2	4.5
8/30/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Processed an escrow and payroll	4.0	\$80.00	\$ 320.00		0.5	1.5			1	0.5	0.5			4
8/31/2018	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated website info: new accounts, payments & invoices. Closed several escrows and worked on minutes.	7.0	\$80.00	\$ 560.00	1	1.5				0.5	0.5	0.5	2	1	7
	72.0 TOTALS		\$ 5,760.00		4.0	10.5	3.0	6.5	3.0	16.5	8.0	6.0	5.0	9.5	72.0
					6%	15%	4%	9%	4%	23%	11%	8%	7%	13%	

Precision Earthworks Construction, Inc.

Invoice

7225 Rancho Verde Lane
Loomis, CA 95650

Date	Invoice #
8/30/2018	7400

Bill To
Sierra Lakes County Water Dist. PO Box 1039 Soda Springs, CA 95728-1039

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Mobilization 50%	6,848.50	6,848.50
1	Traffic Control 50%	10,436.50	10,436.50
1	Reconstruct Sanitary Sewer Manhole (1 of 4)	7,517.00	7,517.00
1	Site A Sanitary Sewer Mainline and Lateral Repair	9,594.00	9,594.00
1	Site B Sanitary Sewer Lateral Repair	7,146.00	7,146.00
1	Site D Sanitary Sewer Lateral Repair	5,491.00	5,491.00
1	Site E Sanitary Sewer End of Line Cleanout Install	7,264.00	7,264.00
2	Water Zone Meter Removal	1,892.00	3,784.00
2	Abandoned Water System ARV and Meter Removal	2,420.00	4,840.00
1	Site H Fire Hydrant Installation	16,325.00	16,325.00
1	Site I Static Mixer Vault Installation 50%	21,048.50	21,048.50
<p style="text-align: right;"> 7400 7400 Ret 9812 35,565.01 1,871.84 9813 11,454.13 602.85 9818 23,887.47 1,257.24 9820 24,373.16 1,282.80 <hr/> 95,279.77 5014.73 </p>		<p style="text-align: right;"> = \$ 100,294.50 </p>	
<p>ACCOUNT NO CHECK NO. CK DATE</p> <p>APPROVED </p>			32

Thank you for your business.

Phone #	Fax #

Total \$100,294.50

5% \$ 5014.73 ✓
95,279.77

MEMORANDUM

To: Board of Directors, Sierra Lakes County Water District
From: Bill Quesnel PE, General Manager
Subject: SLPOA-SLCWD License Agreement
Date: September 2, 2018

Attached are a draft update and the 2015 version of the License Agreement between the District and the Serene Lakes Property Owners Association (SLPOA) for constructing and operating boat storage facilities, piers and docks at eight (8) of the approved lake access locations. The more noteworthy differences between the two versions are described below:

Recitals

Section C:

- added a reference to Division XXX of Sierra Lakes District Code for the Lake Management Plan;
- added the word “piers” to storage facilities and docks throughout the document for consistency in the description of the improvements; and
- reference to Exhibits “A” and “B” as Exhibit “C” was combined with “B”.

Agreement

Section 2:

- modified language to automatically renew the Agreement for two, three (3) year terms.

Section 7:

- modified indemnification language and added a definition of Hazardous Condition.

Section 8:

- increased required liability insurance coverage from \$2M/\$4M to \$4M/\$8M (occurrence/aggregate); and
- added requirement for Workers Compensation insurance for employees or Contractors.

Section 9:

- updated noticing information.

Exhibit “A”:

- added map showing active licensed sites.

Exhibit “B”:

- combined with former Exhibit “C” and updated schedule/description of site specific facilities based on Board decisions.

The draft update has been reviewed and conceptually approved by SLPOA representatives with two exceptions:

- **Section 8 Insurance:** The Association proposes that its current liability insurance coverage of \$2M per occurrence / \$4M annual aggregate limits (primary general liability) plus \$2M per occurrence (excess liability) for a total coverage for any one

occurrence of \$4M is adequate. Their broker has indicated that increasing the excess liability coverage from \$2M to \$4M (total of \$6M per occurrence) would increase the premium another \$2,000/year to \$12,000/year.

- Exhibits “A” and “B”: The 2015 Agreement included short term boat storage and the installation of a dock at the southeast corner of the intersection of Serene Road and Island Way pending Placer County approval. The Association intends to pursue improvement of this site and desires that it remain part of the Agreement (i.e. shown/described in Exhibits “A” and “B”).

The District’s Legal Committee and Staff recommended language is based on the following:

- Section 8 Insurance: The higher liability limits (\$4M/\$8M) were suggested by a representative of the District’s insurer who stated:
The Insurance industry has changed wording on most endorsements and in order for the District to be protected, we recommend updated wording such as in the attached Model for Facilities Use. Other coverages recommended are Auto Liability, Workers’ Compensation and Liquor liability (if applicable). Since the exposures include swimming, and boating, the District could consider increasing the General Liability limit to at least \$5 Million per occurrence.
- Exhibits “A” and “B” were updated to show existing active locations. If the site in question, or another, is approved by Placer County and improved by SLPOA the License Agreement can be amended by Board decision.

Staff and the Legal Committee request direction from the Board concerning the insurance requirements and the inclusion of a future site at Serene Road and Island Way on Exhibits “A” and “B”.

Attachment: Draft License Agreement (September 6, 2018)
2015 License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**") is made by and between SIERRA LAKES COUNTY WATER DISTRICT, a California county water district ("**SLCWD**" or "**Licensor**") and SERENE LAKES PROPERTY OWNERS ASSOCIATION, INC., a California non-profit mutual benefit corporation ("**SLPOA**" or "**Licensee**"); Licensor and Licensee shall sometimes hereinafter be referred to as the "Parties."

RECITALS

A. Licensor is the owner of certain real property situated in an unincorporated area of Placer County, California (the "**SLCWD Property**"), and more particularly described in Exhibit A, which is attached to this Agreement and incorporated herein by reference.

B. Licensee is a volunteer nonprofit organization of property owners in the SLCWD service area that provides various services and amenities to its members.

C. Licensee desires access to, and limited use of, certain specified portions of the SLCWD Property, more particularly described in Exhibits A and B attached hereto and incorporated herein by reference (the "**License Sites**"), for purposes of constructing, maintaining and operating seasonal and short term boat storage facilities, piers and docks for use by property owners in the SLCWD service area in compliance with the SLCWD's lake management plan now set forth as Division XXX of the Sierra Lakes District Code, as it may be amended from time-to-time (the "**Lake Management Plan**"). The parties acknowledge and agree that the intent of the Lake Management Plan and any other implementing ordinance(s) adopted by Licensor is to establish reasonable regulations to address and put controls on the historical access to, and use of, the SLCWD Property and Lakes Dulzura and Serena in an effort to limit adverse impacts that may otherwise occur in the absence of regulations that limit use of the SLCWD Property, and that said intent shall govern the rights granted to SLPOA under this Agreement.

D. Licensor desires to grant to Licensee a license to install, maintain and operate such facilities, piers and docks to facilitate the implementation and administration of the Lake Management Plan under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

AGREEMENT

1. Grant of License. Licensor hereby grants a non-exclusive license to Licensee, to install, maintain, operate, replace and remove, at Licensee's sole expense at the various License Sites, the boat storage facilities, piers and docks (and related signage) for use by property owners in the SLCWD service area as further described in Exhibit B attached hereto and incorporated herein by reference ("Permitted Use").

The license granted by this Agreement is subject to such regulations as may from time to time be adopted by Licensor to address water quality and/or environmental issues pertaining to the lakes and the abutting shoreline areas, which regulations are based on a reasonably demonstrated need to protect water quality and/or the environment.

2. Term. The term of the license granted under this Agreement (the "**Term**") shall be for a period of three (3) years commencing on _____, 2018 (the "**Commencement Date**") and continuing until _____, 2021, subject to extension or earlier termination in accordance with the provisions of this Agreement. This Agreement shall automatically renew for up to an additional two, three (3) year terms following the Commencement Date (for a possible maximum term of nine (9) years) unless either Party provides written notice to the other Party of its intention not to renew this Agreement at least thirty (30) days prior to the then-current termination date.

3. Fee. Licensee agrees to pay Licensor a non-refundable fee of One Hundred Dollars (\$100) as part of the consideration for Licensor's grant of license. Licensee shall make this payment by the Commencement Date. The parties expressly acknowledge and agree that the fee set out in this paragraph is only part of the consideration that is being provided to SLCWD in connection with this Agreement and that SLPOA's agreement to undertake and manage the boat storage activities described herein also conveys an important benefit to SLCWD.

4. Termination Rights.

(a) Licensor shall have the right to terminate and revoke all or any of the rights granted to Licensee hereunder at any or all License Sites in the event Licensor reasonably determines that the exercise of the applicable right or rights by Licensee hereunder at the applicable License Site(s) (i) violates any legal obligations or restrictions on either party or (ii) creates unacceptable water quality, health, safety or welfare issues or water turbidity problems that are not amenable to reasonable mitigation through regulation, or that as a result of continued drought it is no longer feasible for Licensee to exercise the applicable activity at the affected License Site. Such termination and revocation shall require Ninety (90) days prior written notice to Licensee before becoming effective.

(b) In the event a Party to this Agreement fails to timely perform or comply with any provision of this Agreement and does not cure such failure within fifteen (15) days after receipt of written notice thereof from the other Party, or if such failure cannot be cured within such fifteen (15) day period, fails to commence and thereafter diligently pursue such cure as soon as reasonably possible, then such failure shall constitute a "**Default**" by that Party under this Agreement, and the non-defaulting Party shall have the right by written notice to the defaulting Party, effective upon receipt, to terminate this Agreement.

(c) Licensee shall have the right to terminate this Agreement in the event that Licensee determines that it is unwilling or unable to continue to operate and maintain the boat storage facilities and docks permitted under this Agreement. Such termination shall require Ninety (90) days prior written notice to Licensor before becoming effective; provided, however, that in the event that a third-party legal action is brought to challenge the rights granted under this Agreement, Licensee may (but is not obligated to) terminate this Agreement upon five (5) days prior written notice to Licensor.

(d) In the event either Licensor or Licensee terminates this Agreement as provided above, the boat storage facilities, piers and docks at the affected License Site(s) shall remain the property of Licensee, and Licensee shall, prior to the effective date of the termination, remove the boat storage facilities, piers and docks from the applicable License Site(s) and restore the License Site(s) to the condition that existed prior to the Commencement Date.

5. Licensee's Rights and Responsibilities.

(a) Licensee shall have the right under the license granted under this Agreement to regulate and charge fees for the use of the boat storage facilities, piers and docks permitted under this Agreement, provided such regulation is in compliance with SLCWD's ordinances and Lake Management Plan as the same may be modified from time to time and provided that the fees charged are designed to reimburse Licensee for reasonable costs incurred in connection with the installation, maintenance, repair, replacement and operation of the improvements installed in the License Site and the exercise of the associated rights granted under this Agreement and are reasonably apportioned between non-members and members of SLPOA.

(b) Licensee shall use the License Sites solely for the Permitted Use set forth above. Licensee shall comply with all laws, statutes, ordinances, codes, rules and regulations of federal, state, county, local and municipal governments which are applicable to the Licensee's use of the License Sites ("**Applicable Laws**"), and Licensee shall be responsible at Licensee's sole cost and expense for obtaining and maintaining any permits or approvals necessary for the boat storage facilities, piers and docks to be installed at the License Sites and to install such facilities in full compliance with all Applicable Laws. However, Licensor shall be responsible for the implementation of procedures required under the California Environmental Quality Act (CEQA) (Public Resources Code 21000 et seq.) and for the preparation of CEQA documents if any are required in connection with the rights granted under this Agreement. In the event that Licensor determines that it is not feasible from a logistical, financial or timing standpoint to comply with applicable requirements under CEQA, then Licensor may terminate this Agreement by providing timely notice to Licensee.

(c) Licensee shall obtain the prior approval of Licensor for the design and installation of any boat storage facilities, piers and docks and related improvements installed at the License Sites, such approval not to be unreasonably denied, conditioned or delayed.

6. No Disruption of Activities. Licensee agrees that the activities at the License Sites conducted by Licensee shall be conducted so as to minimize interference with Licensor's normal activities on the Property.

7. Indemnification. For purposes of this Section, "Licensee" shall include Licensee's employees, agents, contractors, and invitees. Licensee hereby agrees that Licensor shall not be responsible for damage or loss to any improvements installed by Licensee at the License Sites or for theft or damage to any personal property stored at the License Sites pursuant to this Agreement. Licensee further agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel reasonably satisfactory to Licensor) and hold harmless Licensor, its officers, directors, employees and agents, from and against any and all claims, liabilities, actions, demands, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs incurred in defending same, for loss of, or damage to, property or for injuries to, or death of, any persons ("**Claims**") to the extent resulting from the use of the License Sites by Licensee, or arising from or alleged to have arisen from the unlawful, tortious or negligent acts or omissions of Licensee on the License Sites or the failure of Licensee to comply with the terms and conditions of this Agreement; provided, however, that the foregoing indemnity shall not be applicable to Claims to the extent arising by reason of the willful misconduct or negligent acts or omissions of Licensor or its authorized representatives ("**Excluded Claims**"), including but not limited to Hazardous Conditions on the SLCWD Property (except to the extent such Hazardous Conditions were introduced or exacerbated by Licensee's activities), and Licensor shall indemnify, defend and hold harmless Licensee, from and against (i) any and all such Excluded Claims to the extent not covered by insurance required to be carried by Licensee under the terms of this Agreement and (ii) in any CEQA litigation filed against the Lake

Management Plan which also names Licensee as a party; provided, however, that if Licensee wants to have separate legal counsel in any such action, the fees and costs for such separate legal counsel shall be the sole responsibility of Licensee. Licensee further agrees that it will permit no mechanic's, materialman's or other liens to be placed on the License Sites for work or materials furnished in connection with the Licensee's use of the license granted under this Agreement. In the event such liens are placed, Licensee agrees to further indemnify, defend and hold Licensor and the License Sites harmless from and against same. As used in this Section 7, "Hazardous Condition" means a condition of the surface of a License Site that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when the Site is used with due care in a manner in which it is reasonably foreseeable that it will be used. The obligations of the parties under this Section 7 shall survive the expiration or termination of this Agreement.

8. Insurance.

(a) General Liability. Licensee shall obtain and maintain in force at all times during the Term commercial general liability insurance coverage (Occurrence Form CG 00 01), including coverage for claims arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury, for activities undertaken by or for Licensee hereunder in connection with the Permitted Use. Coverage shall be on an occurrence form basis with limits of not less than Four Million Dollars (\$4,000,000) per occurrence and Eight Million Dollars (\$8,000,000) annual general aggregate. Such policy(ies) shall provide that they are primary insurance and that any insurance carried by Licensor shall be in excess and shall not contribute with it. Licensor and its officials, officers and employees shall be listed as additional insureds on the policy(ies) of insurance which shall also include blanket contractual liability, it being the intent of the Parties that Licensee's contractual liability coverage provide coverage to the maximum extent possible of Licensee's indemnification obligations under this Agreement. Such policy shall be in a form and written by an insurer reasonably acceptable to Licensor and shall state that the insurer will provide the Licensor with written notice prior to any cancellation of the policy or reduction in the amount of said policy and shall provide the Licensor with the option to advance payments for the continuation of the policy at the same coverage amount, which payments shall be on behalf of and at the sole cost of Licensee. Licensee shall provide to Licensor a certificate of insurance naming the Licensor, its officials, officers and employees as additional insureds by an endorsement effective not later than the Commencement Date.

(b) Worker's Compensation. In the event Licensee has employees or hires contractors, Licensee shall obtain and maintain in force during the Term insurance to protect Licensee, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state statutes and regulations.

9. General Provisions.

(a) Entire Agreement. This Agreement constitutes the final and entire agreement between the Parties with regard to the subject matter hereof, all oral agreements being merged herein, and supersedes all prior understandings and agreements between the Parties.

(b) Amendments. This Agreement may only be amended or modified by a document in writing signed by both Parties.

(c) Severability. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

(d) No Waiver. No waiver of any Default of any obligation by any Party hereto shall be implied from any omission by the other Party to take any action with respect to such Default.

(e) Captions. None of the captions or headings of any of the paragraphs of this Agreement shall be construed as a limitation upon the language of the paragraphs, said captions having been inserted as a guide and partial index and not as a complete index of the contents of such paragraphs.

(f) Relationship. Nothing contained in this Agreement shall be deemed or construed, either by the Parties or by any third party, to create the relationship of principal and agent or create any partnership, joint venture, or other association between the Parties.

(g) Time. Time is of the essence.

(h) Governing Law. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the law of California, excluding its conflict of laws rules.

(i) Notices. Any and all notices, consents, requests, demands, approvals, authorizations and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when (i) personally served, (ii) three (3) days following deposit after being sent by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) the next business day if sent by overnight courier service that provides receipt delivery service, delivery charges prepaid, return receipt requested, addressed to the following addresses:

If to Licensor:

Sierra Lakes County Water District
c/o Bill Quesnel, General Manager
PO Box 1039
7305 Short Road
Soda Springs, CA 95728

If to Licensee:

Serene Lakes Property Owners Association
c/o President
P.O. Box 669
Soda Springs, CA 95728

or any such place as the Parties may, from time to time, designate in writing at least thirty (30) days in advance of any required written correspondence or notification. Refusal to accept delivery of any notice, request or dismissal shall be deemed to be delivery thereof.

(j) Assignment. This Agreement is personal to the originally named Licensee hereunder and shall not be assigned, conveyed, transferred or otherwise hypothecated without

the prior written consent of Licensor, which may be withheld in Licensor' s sole and absolute discretion.

(k) Binding Effect. Subject to the restrictions on assignment contained in Paragraph 9(i) above, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

(l) Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

LICENSOR:

LICENSEE:

Sierra Lakes County Water District,
a California county water district

Serene Lakes Property Owners Association,
Inc., a California non-profit mutual benefit
corporation

By: _____
Name: Michael Lindquist
Title: President
Date:

By: _____
Name: _____
Title: President
Date:

Approved as to form:

By: _____
Name: Jeffrey Mitchell
Title: District General Counsel

EXHIBIT A

SLCWD PROPERTY AND LICENSE SITES

(See Attachment)

DRAFT

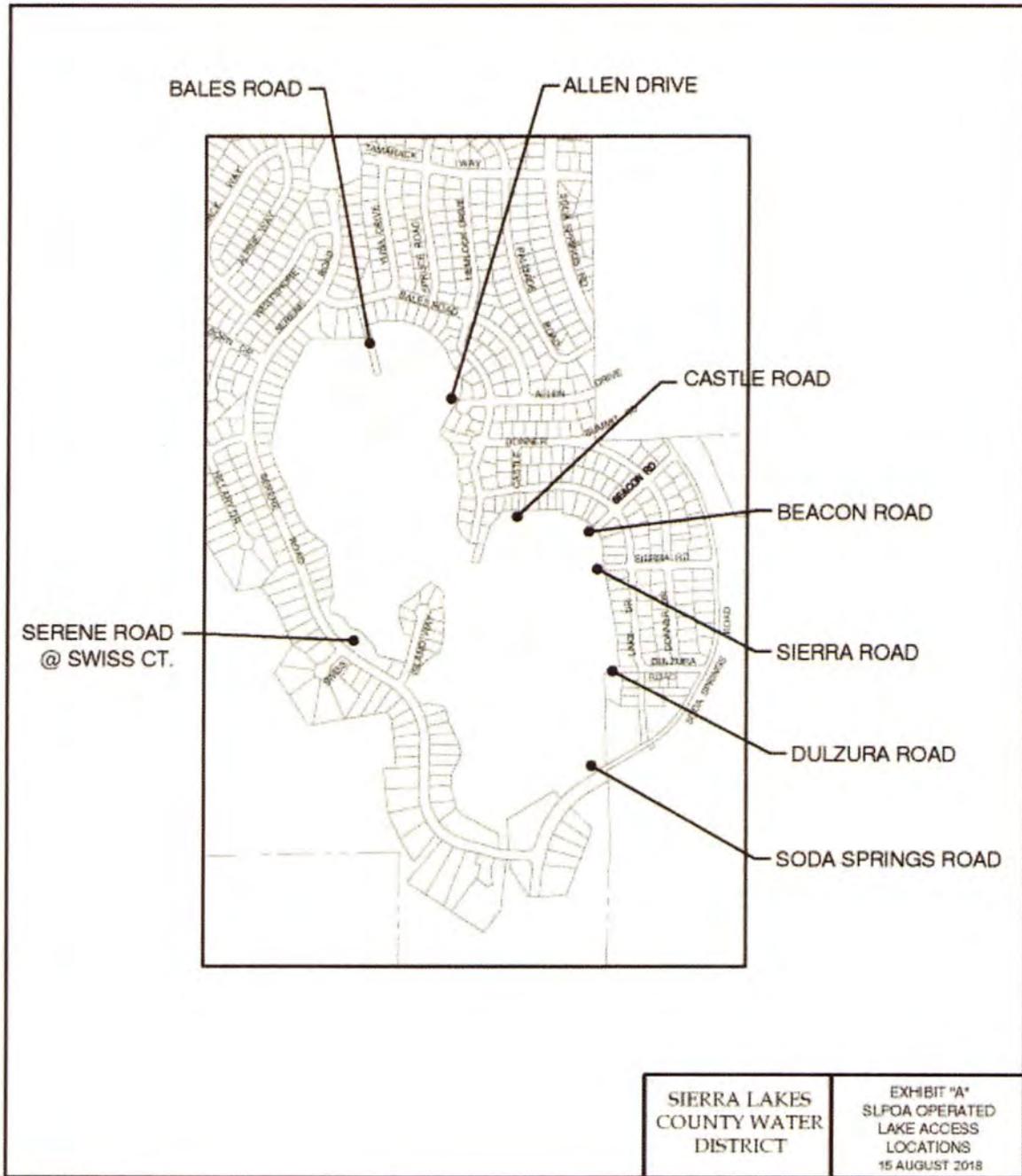


EXHIBIT B

SCHEDULE OF SITE-SPECIFIC BOAT STORAGE FACILITIES, PIERS AND DOCKS

1. Serene Road @ Swiss Court: Seasonal storage of sailboats and paddleboats and short term storage of kayaks and canoes. Maximum number of stored boats is 30. Installation of 4'x10' dock.
2. Bales Road: Racks for seasonal storage of kayaks and canoes, logs for day use storage of kayaks and canoes. Maximum number of seasonally stored boats is 84. Installation of 4' x10' dock.
3. Allen Drive: Seasonal and short-term storage of kayaks and canoes. Maximum number of stored boats is 14. Installation of 4'x10' dock.
4. Castle Road: Short-term storage of kayaks and canoes. Maximum number of stored boats is six.
5. Beacon Road: Short-term storage of kayaks and canoes. Maximum number of stored boats is six. Installation of 4'x10' dock.
6. Sierra Road: Installation of 228 square foot pier for day use.
7. Dulzura Road: Seasonal and short-term storage of kayaks and canoes. Maximum number of stored boats is eight.
8. Soda Springs Road: Signage for designated dog access to Lake Dulzura.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "**Agreement**") is made by and between SIERRA LAKES COUNTY WATER DISTRICT, a California county water district, (hereinafter "**SLCWD**" or "**Licensor**") and SERENE LAKES PROPERTY OWNERS ASSOCIATION, INC., a California, non-profit mutual benefit corporation, (hereinafter "**SLPOA**" or "**Licensee**"); Licensor and Licensee shall sometimes hereinafter be referred to as the "**Parties**."

RECITALS

A. Licensor is the owner of certain real property situated in an unincorporated area of Placer County, California, (hereinafter referred to as the "**SLCWD Property**"), and more particularly described in Exhibit A, which is attached to this Agreement and incorporated herein by reference.

B. Licensee is a volunteer nonprofit organization of property owners in the SLCWD service area that provides various services and amenities to its members.

C. Licensee desires access to, and limited use of, certain specified portions of the SLCWD Property, more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "**License Sites**"), for purposes of constructing, maintaining and operating seasonal and short term boat storage facilities and docks for use by property owners in the SLCWD service area in compliance with the SLCWD's lake management plan (the "**Lake Management Plan**"). The parties acknowledge and agree that the intent of the Lake Management Plan and implementing ordinance(s) adopted by the District is to establish reasonable regulations to address and put controls on the historical access to, and use of, the SLCWD Property and Lakes Dulzura and Serena in an effort to limit adverse impacts that may otherwise occur in the absence of regulations that limit use of the SLCWD Property, and that said intent shall govern the rights granted to SLPOA under this Agreement.

D. Licensor desires to grant to Licensee a license to install, maintain and operate such facilities and docks to facilitate the implementation and administration of the Lake Management Plan under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

AGREEMENT

1. Grant of License. Licensor hereby grants a non-exclusive license to Licensee, to install, maintain, operate, replace and remove, at Licensee's sole expense at the various License Sites, the boat storage racks and floating docks (and related signage) for use by property owners in the SLCWD service area as further described in Exhibit C attached hereto and incorporated herein by reference ("**Permitted Use**").

The license granted by this Agreement is subject to such regulations as may from time to time be adopted by Licensor to address water quality and/or environmental issues pertaining to the lakes

and the abutting shoreline areas, which regulations are based on a reasonably demonstrated need to protect water quality and/or the environment.

2. Term. The term of the license granted under this Agreement (the “**Term**”) shall be for a period of three (3) years commencing on June 1, 2015 (the “**Commencement Date**”) and continuing until May 31, 2018, subject to extension or earlier termination in accordance with the provisions of this Agreement.

3. Fee. Licensee agrees to pay Licensor a non-refundable fee of One Hundred Dollars (\$100) as part of the consideration for Licensor’s grant of license. Licensee shall make this payment by the Commencement Date. The parties expressly acknowledge and agree that the fee set out in this paragraph is only part of the consideration that is being provided to SLCWD in connection with this Agreement and that SLPOA’s agreement to undertake and manage the boat storage activities described herein also conveys an important benefit to SLCWD.

4. Termination Rights.

(a) Licensor shall have the right to terminate and revoke all or any of the rights granted to Licensee hereunder at any or all License Sites in the event Licensor reasonably determines that the exercise of the applicable right or rights by Licensee hereunder at the applicable License Site(s) (i) violates any legal obligations or restrictions on either party or (ii) creates unacceptable water quality, health, safety or welfare issues or water turbidity problems that are not amenable to reasonable mitigation through regulation, or that as a result of continued drought it is no longer feasible for Licensee to exercise the applicable activity at the affected License Site. Such termination and revocation shall require Ninety (90) days prior written notice to Licensee before becoming effective.

(b) In the event a Party to this Agreement fails to timely perform or comply with any provision of this Agreement and does not cure such failure within fifteen (15) days after receipt of written notice thereof from the other Party, or if such failure cannot be cured within such fifteen (15) day period, fails to commence and thereafter diligently pursue such cure as soon as reasonably possible, then such failure shall constitute a “**Default**” by that Party under this Agreement, and the non-defaulting Party shall have the right by written notice to the defaulting Party, effective upon receipt, to terminate this Agreement.

(c) Licensee shall have the right to terminate this Agreement in the event that Licensee determines that it is unwilling or unable to continue to operate and maintain the boat storage facilities and docks permitted under this Agreement. Such termination shall require Ninety (90) days prior written notice to Licensor before becoming effective; provided, however, that in the event that a third-party legal action is brought to challenge the rights granted under this Agreement, Licensee may (but is not obligated to) terminate this Agreement upon five (5) days prior written notice to Licensor.

(d) In the event either Licensor or Licensee terminates this Agreement as provided above, the boat storage facilities and docks at the affected License Site(s) shall remain the property of Licensee, and Licensee shall, prior to the effective date of the termination, remove

the boat storage facilities and docks from the applicable License Site(s) and restore the License Site(s) to the condition that existed prior to the Commencement Date.

5. Licensee's Rights and Responsibilities.

(a) Licensee shall have the right under the license granted under this Agreement to regulate and charge fees for the use of the boat storage facilities and docks permitted under this Agreement, provided such regulation is in compliance with SLCWD's ordinances and lake management plan as the same may be modified from time to time, and provided that the fees charged are designed to reasonably reimburse Licensee for costs incurred in connection with the installation, maintenance, repair, replacement and operation of the improvements installed in the License Site and the exercise of the associated rights granted under this Agreement and are reasonably apportioned between non-members and members of SLPOA.

(b) Licensee shall use the License Sites solely for the Permitted Use set forth above. Licensee shall comply with all laws, statutes, ordinances, codes, rules and regulations of federal, state, county, local and municipal governments which are applicable to the Licensee's use of the License Sites ("**Applicable Laws**"), and Licensee shall be responsible at Licensee's sole cost and expense for obtaining and maintaining any permits or approvals necessary for the boat storage facilities and docks to be installed at the License Sites and to install such facilities in full compliance with all Applicable Laws; provided, however, that Licensor shall be responsible for the implementation of procedures required under the California Environmental Quality Act (CEQA) (Public Resources Code 21000 *et seq.*) and for the preparation of CEQA documents if any are required in connection with the rights granted under this Agreement. In the event that Licensor determines that it is not feasible from a logistical, financial or timing standpoint to appropriately comply with applicable requirements under CEQA; then in such event Licensor may terminate this Agreement by providing timely notice to Licensee.

(c) Licensee shall obtain the prior approval of Licensor for the design and installation of any boat storage facilities and docks and related improvements installed in the License Sites, such approval not to be unreasonably denied, conditioned or delayed.

6. No Disruption of Activities. Licensee agrees that the activities on the License Sites conducted by Licensee shall be conducted so as to minimize interference with Licensor's normal activities on the Property.

7. Indemnification. Licensee hereby agrees that Licensor shall not be responsible for damage or loss to any improvements installed by Licensee at the License Sites or for theft or damage to any personal property stored at the License Sites pursuant to this Agreement. Licensee further agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel reasonably satisfactory to Licensor) and hold harmless Licensor, its officers, directors, employees and agents, from and against any and all claims, liabilities, actions, demands, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs incurred in defending same, for loss of, or damage to property or for injuries to, or death of, any persons ("**Claims**") to the extent resulting from the use of the License Sites by Licensee, or arising from or alleged to have arisen from the unlawful, tortious or negligent acts or omissions of Licensee (or Licensee's employees, agents, contractors or invitees) on the License Sites or the

failure of Licensee to comply with the terms and conditions of this Agreement; provided, however, that the foregoing indemnity shall not be applicable to Claims to the extent arising by reason of the willful or negligent acts or omissions of Licensor or its authorized representatives (“**Excluded Claims**”), including but not limited to any hazardous conditions on the SLCWD Property subject to this Agreement, unless covered by insurance required to be carried by Licensee under the terms of this Agreement, and Licensor shall indemnify, defend and hold harmless Licensee and its officers, directors, employees and agents, from and against (i) any and all such Excluded Claims to the extent not covered by insurance required to be carried by Licensee under the terms of this Agreement and (ii) in any CEQA litigation filed against the Lake Management Plan which also names Licensee as a party; provided, however, that if Licensee wants to have separate legal counsel in any such action, the fees and costs for such separate legal counsel shall be the sole responsibility of Licensee. Licensee further agrees that it will permit no mechanic’s, materialman’s or other liens to be placed on the License Sites for work or materials furnished in connection with the Licensee’s use of the license granted under this Agreement. In the event such liens are placed, Licensee agrees to further indemnify, defend and hold Licensor and the License Sites harmless from and against same. The obligations of the parties under this Section 7 shall survive the expiration or termination of this Agreement.

8. Insurance. Licensee shall obtain and maintain in force at all times during the Term, a commercial general liability insurance policy providing coverage on an occurrence form basis with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual general aggregate, covering activities undertaken by or for Licensee hereunder in connection with the Permitted Use. Licensor shall be listed as an additional insured on the policy of insurance which shall also include blanket contractual liability, it being the intent of the Parties that Licensee’s contractual liability coverage provide coverage to the maximum extent possible of Licensee’s indemnification obligations under this Agreement. Such policy shall be in a form and written by an insurer, reasonably acceptable to Licensor, and shall state that the insurer will provide the Licensor with written notice prior to any cancellation of the policy or reduction in the amount of said policy and shall provide the Licensor with the option to advance payments for the continuation of the policy at the same coverage amount, which payments shall be on behalf of and at the sole cost of Licensee. Licensee shall provide to the Licensor a certificate of insurance naming the Licensor as an additional insured by endorsement not later than the Commencement date.

9. General Provisions.

(a) Effective Date. This Agreement shall be effective upon the date that this Agreement is executed by the last of the Parties to execute this Agreement as indicated by the date inserted below such Party’s signature.

(b) Entire Agreement. This Agreement constitutes the final and entire agreement between the Parties with regard to the subject matter hereof, all oral agreements being merged herein, and supersedes all prior understandings and agreements between the Parties.

(c) Amendments. This Agreement may only be amended or modified by a document in writing signed by both Parties.

(d) Severability. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

(e) No Waiver. No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other Party to take any action with respect to such default.

(f) Captions. None of the captions or headings of any of the paragraphs of this Agreement shall be construed as a limitation upon the language of the paragraphs, said captions having been inserted as a guide and partial index and not as a complete index of the contents of such paragraphs.

(g) Relationship. Nothing contained in this Agreement shall be deemed or construed, either by the Parties or by any third party, to create the relationship of principal and agent or create any partnership, joint venture, or other association between the Parties.

(h) Time. Time is of the essence.

(i) Governing Law. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the law of California, excluding its conflict of laws rules.

(j) Notices. Any and all notices, consents, requests, demands, approvals, authorizations and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when (i) personally served, (ii) three (3) days following deposit after being sent by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) the next business day if sent by overnight courier service that provides receipt delivery service, delivery charges prepaid, return receipt requested, addressed to the following addresses:

If to Licensor: P.O. Box 1039 , Soda Springs, CA 95728

If to Licensee: P.O. Box 669, Soda Springs, CA 95728

or any such place as the Parties may, from time to time, designate in writing at least thirty (30) days in advance of any required written correspondence or notification. Refusal to accept delivery of any notice, request or dismissal shall be deemed to be delivery thereof.

(k) Assignment. This Agreement is personal to the originally named Licensee hereunder and shall not be assigned, conveyed, transferred or otherwise hypothecated without the prior written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion.

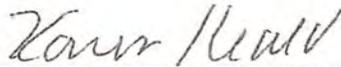
(l) Binding Effect. Subject to the restrictions on assignment contained in Paragraph 9(k) above, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

(m) Necessary Actions. Each party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

LICENSOR:

Sierra Lakes County Water District,
a California county water district

By: 
Name: Karen Heald
Title: President
Date: April 4, 2015

LICENSEE:

Serene Lakes Property Owners Association, Inc.
a California non-profit mutual benefit
corporation

By: 
Name: Williams Simmons
Title: President
Date: March 28, 2015

EXHIBIT A
SLCWD PROPERTY
(See Attachment)

EXHIBIT B

LICENSE SITES

1. Island Way, south
2. Swiss Court/Serene Road
3. Bales
4. Allen
5. Castle
6. Beacon
7. Dulzura

EXHIBIT C

SCHEDULE OF SITE SPECIFIC BOAT STORAGE FACILITIES AND DOCKS.

1. Island Way south: short term for 6 boats plus dock (contingent on Placer County approval)
2. Swiss Court/Serene: seasonal for sailboats and paddleboats; short term for kayaks and canoes. Maximum number of boats permitted: 24, plus dock.
3. Bales: Racks for maximum of 95 seasonal stored boats plus dock. Logs for possible short term and day use boats.
4. Allen: short term for kayaks and canoes with some slots available for seasonal if Bales insufficient to satisfy demand. Maximum number of boats permitted is 14, plus dock.
5. Castle: Maximum of 6 short term boats permitted plus dock.
6. Beacon: Maximum of 6 short term boats permitted plus dock.
7. Dulzura: Maximum of 6 short term boats permitted (contingent on Placer County approval).

MEMORANDUM

To: Board of Directors, Sierra Lakes County Water District
From: Bill Quesnel PE, General Manager
Subject: SLPOA Improvements to Lot 1
Date: September 2, 2018

The Serene Lakes Property Owners Association (SLPOA) is proposing the construction of a three-foot wide concrete walkway at Lot 1 connecting the snack bar, concrete food serving area and parking area as shown on the attached drawing. As a reminder, Section 14 of the May 2010 Lot 1 Lease states, in part:

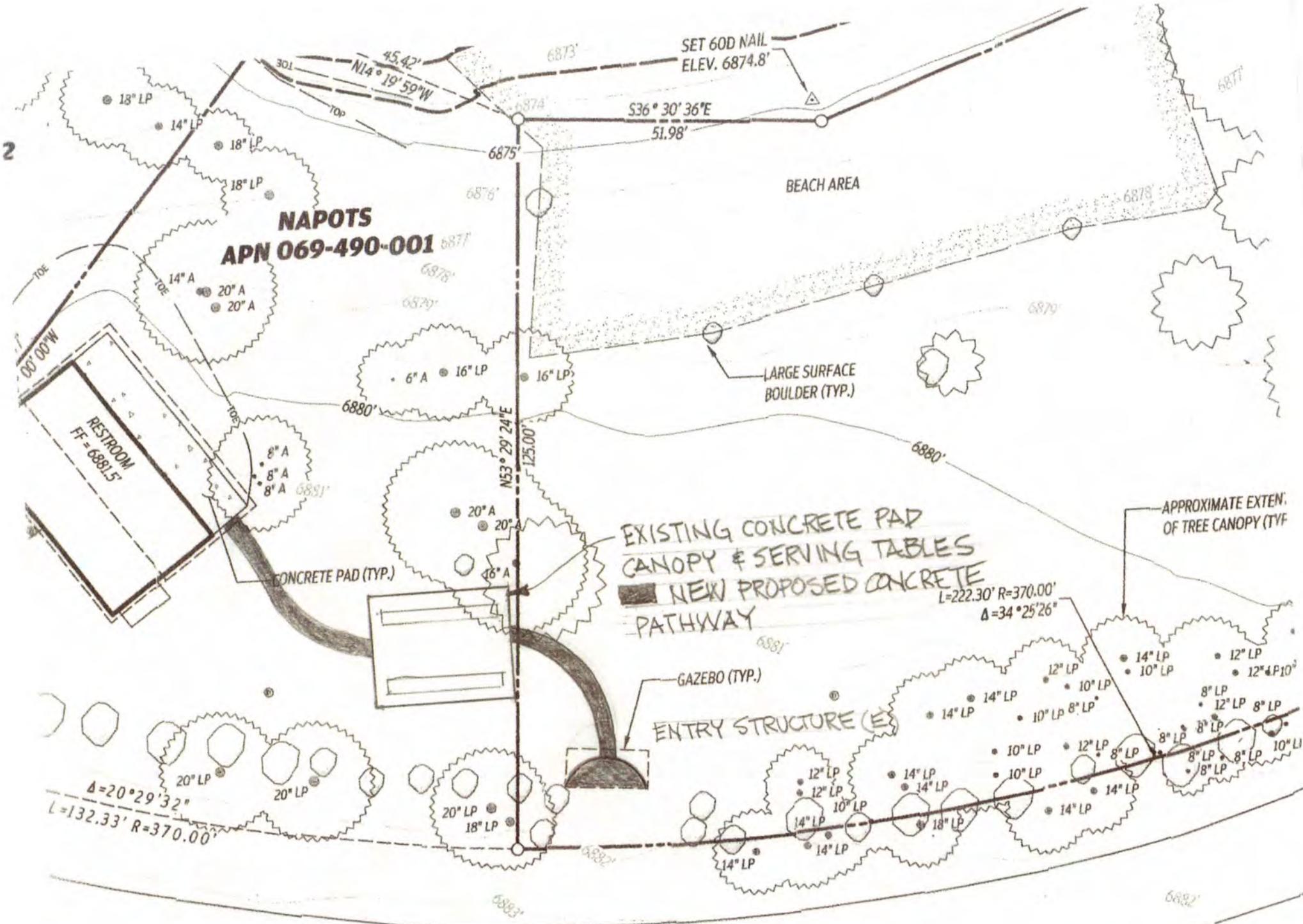
SLPOA may add further improvements so long as the District provides written authorization for such improvements. The District's approval of proposed improvements shall not constitute its endorsement or ratification of the safety or adequacy of SLPOA's design, plans or construction of such improvements.

Recommendation

The Board of Directors:

- authorize the construction of the proposed walkway; and
- authorize the General Manager to send a letter to SLPOA documenting the Board's decision in accordance with the terms of the 2010 lease agreement.

attachment: drawing of proposed walkway



MEMORANDUM

To: Board of Directors, Sierra Lakes County Water District
From: Bill Quesnel PE, General Manager
Subject: Updates to District Ordinance 18.01
Date: September 2, 2018

Since District Ordinance 18.01 was adopted in February 2018, the Board and Staff have identified the need to revise some of the language for clarity (Section 4.01) and safety (Sections 30.11 and 30.16) reasons. The following changes (*new text* and ~~deleted text~~) are staff's suggestions.

Director Simpson suggested that billing past due dates be identified by reference to a specific date (i.e. the 15th of the month) rather than the number of days (i.e. 30 days).

Section 4.01 Billing Period and Payment of Bills Annual water and sewer charges are billed on or about July 1st to coincide with the start of the District's fiscal year. Payment is due in four (4) equal quarterly installments, due and payable August 15th, November 15th, February 15th and May 15th.

If any charges or fees are not paid *by the 15th day of the month following* ~~within thirty (30) days after~~ the due date or dates (grace period), a penalty of ten percent (10%) will be added to said charges plus a further penalty of one-half percent (1/2%) per month on the first day of each month following. If the District disconnects service for nonpayment of any charge, rate or fee, a reconnection charge of the actual costs incurred by the District, up to a maximum of \$500.00, may be imposed. District bills for service shall inform the customer of such penalties and reconnection fees.

In the event that any fee or charge for service provided by the District is unpaid *by the 15th day of the second month following* ~~sixty (60) days from~~ the due date, the District shall notify the owner that the unpaid fee or charge, as well as the interest thereon, is delinquent and will become a lien on the property if it remains unpaid. (Reference to California Water Code § 31701.6)

In the event that any fee or charge for service provided by the District is unpaid *by the 15th day of the third month following* ~~for an additional thirty (30) days from~~ the notice of delinquency (as per above), the District Secretary, or in his absence, the President of the Board, shall cause to be recorded a certificate specifying the amount of such charges and the name and address of the person liable therefore. This certificate shall be recorded with the County Clerk-Recorder.

On August 10th the District was notified of the operation of an electric surfboard on the lakes. Apparently the vessel was travelling quite fast and the propulsion unit was noisy. The District received the attached letter from the Serene Lakes Property Owners Association expressing SLPOA's concerns for the safety of other lake users and suggested changes to the Ordinance. Staff is proposing a change to Section 30.11 to add a speed restriction for motorized vessels and Section 30.16 to describe the allowable type of propulsion.

Section 30.11 Hazardous activities of any kind are prohibited on District property. These activities are defined as those activities that might constitute or contribute to any hazard to property, persons, wildlife or habitat. Such activities include, but are not limited to, the use of fireworks or other explosives, use of remote-controlled craft and launching of missiles. *The maximum speed of motorized vessels on Lakes Serena and Dulzura is five miles per hour.*

Section 30.16 No motorized vehicles whatsoever including *vessels* ~~boats~~ (except *boats* with a *single electric trolling type* motors), automobiles, trucks, motorcycles, snowmobiles, bicycles or all-terrain vehicles are allowed on District property (excepting paved areas adjacent to the District's offices or other designated areas) unless required for management activities authorized by the Board or Manager.

Staff welcomes input from the Board concerning the proposed changes, public outreach and implementation timing.

Attachment: SLPOA letter re: powered watercraft



**SLPOA Board of
Directors 2017-18**
Dennis P. Fisco
President
Diane Scanlon
Vice President
John Loll
Treasurer
Cathy Pearson
Recording Secretary
Cliff Busby
Walter Dahl
Bob McCormick
Jenyth Gearhart-Utchen
Roger Drosd

August 16, 2018

Mr. Michael Lindquist, President
Sierra Lakes County Water District
&
Board Members

RE: Use of High-Speed Electric Watercraft on the Serene Lakes of Lake Dulzura and Lake Serena

Dear Sierra Lakes Water District Board Members:

Recently, at least one high-speed recreational watercraft was observed operating on Serene Lakes. These watercraft are known as electric surfboards, jet boards, foils or other similar names. They are battery-powered and can (presently) travel at speeds up to 35-mph. It is the position of Serene Lakes Property Owners' Association ("SLPOA") that use of watercraft of this type is incompatible with the Serene Lakes community and the Water District's operations for a variety of reasons.

At present, under the rules of the SLCWD, use of electric motors for boats is permitted. However, the existing allowances for electric powered vessels were written a long time ago, before such modern "toys" existed. The present rules and guidelines were only intended to allow silent, low-speed trawling motors

primarily for fishing. These typically propel boats at approximately 3-mph, and they are hardly noticeable when in use, as evidenced by the lack of concern over their use over many years.

The powered boards are made of hard plastic and/or carbon fiber materials. They have an internal battery and motor. Some use propellers, and others use water jets for propulsion. For additional information, look at various [demonstration videos](#) available online.

High-speed watercraft are an obvious safety hazard. Swimmers are very hard to see, especially when the rider is lying on the board with his/her head low to the water. Impact with a swimmer's head or collisions with other watercraft could be catastrophic.

In addition, these machines are very loud, as they can be heard the entire length of the lakes. This is not in keeping with the quiet and safe enjoyment of the lakes, which is essential to most homeowners and their guests. They will also certainly frighten waterfowl and otters, which are protected in California.

One powered watercraft on the lake may seem like a novelty, but experience tells us that we can soon expect them to multiply. What could be more fun (and dangerous/annoying) than a group of these machines racing about?

It is not our position to ban all electric powered vessels, as that would prevent the use of low-powered trawling motors. We urge the SLCWD to issue a ban of any powered watercraft that can produce significant noise or wake and can exceed speeds of 3-5 mph. There should not be any "compromise" to allow use of these machines in the north (non-swimming) lake or during any specific time periods.

Sincerely,



Roger Drosd
On behalf of Serene Lakes Property Owner's Association

Cc: Bill Quesnel, SLCWD Manager
SLPOA Board of Directors, via email

MEMORANDUM

To: Board of Directors, Sierra Lakes County Water District
From: Bill Quesnel PE, General Manager
Subject: Water System Operation
Date: September 5, 2018

At the August 2018, meeting there was discussion concerning the operation of the water system during a catastrophic wildfire event; specifically the idea of bypassing the treatment process and pumping non-potable water through the distribution network to meet fire protection demands.

The District's water treatment and storage system consists of the following components:

- Two vertical turbine intake pumps each with a capacity of 345 gallons/minute at the Bales Intake Station. The pumps are powered by Variable Frequency Drives (VFDs) to allow operation of the pumps at any desired speed and corresponding pump rate.
- Water from Bales is pumped through a pressure contact clarifier with a design flow rate of 200 gpm and a maximum capacity of 345 gpm.
- The partially filtered water then flows through three parallel pressure filters designed for a combined flow rate of 200 gpm and a maximum capacity of 345 gpm;
- The filtered water then flows to the Office Tank with a capacity of 460,000 gallons;
- Three centrifugal booster pumps each with a capacity of 410 gpm pump the treated water from the Office Tank to the Hill Tank with a storage capacity of 300,000 gallons.

As a normal practice, a single Bales pump is operated at 150 gallons/minute which has been found to provide the most efficient and effective run times in both the clarifier and filters. The Bales pump is manually started by the Operator after verifying the condition of the clarifier and filter media (i.e. need for a backwash). Two booster pumps are typically operated simultaneously to transfer water from the Office Tank to the Hill Tank. The booster pumps automatically start and stop based on the water level in the Hill Tank. During the summer and fall the Operators strive to keep the Hill Tank at least 90% full and the Office Tank at least 70% full. During peak demand periods the on-call Operator will come into the office on weekends to start the Bales pump if the Office Tank level is less than 70% of capacity. During the winter and low demand periods the level in the Hill Tank is maintained at 80% or greater of capacity and the Office Tank level may be as low as 60% of capacity to reduce the formation of Disinfection By-Products and the age of the water. Both the Bales Station and the entire Filter Plant (including the booster pumps) are automatically powered by an emergency generator during a PGE outage. Each generator has approximately two days of diesel fuel.

I met with Craig Harvey, the Truckee Fire Protection District Fire Marshal and Division Chief to discuss structure protection and water supply during both a wildland fire and a structure fire. Mr. Harvey's comments were:

- A loss of pressure is the typical limiting factor during a fire, running out of water (i.e. no storage volume) is usually not a problem. (Note: the relationship between pressure and volume is a function of the height of the tank. The Hill Tank is 10 feet deep meaning there is only a 4 psi pressure difference between full and empty);

- Fire hoses for structure protection will be connected to Engines during a wildland fire to allow mobility and flexibility for the firefighters in responding to changes in fire behavior. During a structure fire, hoses will likely be connected directly to hydrants as the limits of the fire are normally well established and mobility is not necessary;
- The Engines each hold about 500 gallons of water and can/will be refilled from a Water Tender (2,000 gallons) or a hydrant;
- If the District's domestic system was to run out of water, Water Tender(s) would be stationed at various location(s) to draft from the lakes and fill the Engines; and
- The District should:
 - Continue to keep the system as full as possible during the summer and fall;
 - Be able to maximize the pumping rates when necessary; and
 - Ensure the emergency power sources (generators) are functional.

Mr. Harvey was not supportive of bypassing the water treatment system to supply more water. He felt the potential for the District's residents to become ill due to drinking untreated water outweighed the incremental usefulness of the additional storage volume that may be achieved by operating the pumps at higher than the maximum clarifier/filter flow rate of 345 gpm.

A recent evaluation of the Santa Rosa Water System following the Tubbs Fire can be found here https://srcity.org/DocumentCenter/View/21589/Evaluation-of-Water-System-in-resonse-to-Tubbs-Fire_Final_082918 . The Report included the following conclusion:

Evaluations showed that the distribution system serving the Fountaingrove area could provide sufficient and reliable fire protection under typical conditions. However, the timing, intensity, rapid spread, and destruction of the Tubbs Fire created atypical conditions and overwhelmed the system. Fires or emergencies of this magnitude are typically beyond the emergency planning criteria used by U.S. water agencies.

That said there were a number of recommendations for improving the Santa Rosa Water distribution system and development of formal procedures for responding to a fire event that could/would be applicable to the District such as:

- Maximize the amount of stored water during the wildland fire season;
- Ensure that all fire hydrants are operable and all water distribution valves are operable and open;
- Operate the water treatment system at the maximum design flow rate to allow the operators to become familiar with the clarifier/filter performance and expected run times;
- A plan to identify and close free flowing appurtenances to minimize water loss and stabilize the water system. This was a significant problem in that after a home or structure is destroyed, the interior plumbing and/or fire sprinkler systems continue to flow; and
- Schedule infrastructure maintenance during low fire threat periods when possible.

Staff welcomes comments from the Directors.

Memorandum

To: Board of Directors, Sierra Lakes County Water District
From: Bill Quesnel PE, General Manager
Subject: Purchase of Emergency Generator for Well Pump Station
Date: September 4, 2018

The 2018-2019 budget (Project 9820) includes \$35,000 for the purchase and installation of an emergency generator to operate the standby well.

Attached is a proposal from Energy Systems West for a 40 kilowatt propane powered generator with automatic transfer switch. The estimated delivery time is six to eight weeks after receipt of the order.

In addition to the purchase and physical installation of the generator, other tasks (and estimated costs) necessary to bring the system on-line include:

- Installation of louvers in the building end walls for combustion ventilation and radiator cooling (\$1,000 for materials). The building was originally constructed with provisions for the installation of a generator; however a review by a mechanical engineer showed that larger openings and a different type of louver are required for this generator to operate at the correct temperature. District staff will make those modifications in late October;
- Duct work between the radiator and exhaust louver, fuel piping and engine exhaust will be installed by a local mechanical contractor (\$3,000). The Engineer is preparing the drawings for that work (\$2,200);
- The connection of the automatic transfer switch to the existing motor control center will be done by a local electrical contractor (\$2,000); and
- A radio connection to the Supervisory Control and Data Acquisition (SCADA) system will be installed and the WonderWare software programmed to allow normal and emergency operation of the pump station from the Administration Building (\$5,500). That work will be done by Telstar of Sacramento.

Staff recommends the Board of Directors authorize the General Manager to issue a purchase order in the amount of \$20,371.25 (\$18,950 + \$1,421.25 {sales tax}) to Energy Systems West of Stockton California for the purchase of an emergency generator and automatic transfer switch for the Well Pump Station.

Attachment: Energy Systems West Proposal dated May 30, 2018



Date: May 30, 2018

To: Sierra Lakes Co. Water Dist.
7300 Short Rd.
Soda Springs CA. 95728

Attn: Bill Quesnel PE
bquesnelengineer@gmail.com

Reference: Serene Lakes Well #1

Energy Systems is pleased to offer the following proposal for the above listed project, and based on the below Bill of Materials.

Quantity 1 – Generac® Industrial gaseous engine-driven generator, naturally-aspirated 5.4L V-8 engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 40 kW Rating, wired for **277/480 VAC three phase, 60 Hz**
- Brushless excitation
- No enclosure (open set) Exhaust system & piping by others (*Not Included*)
- UL2200
- EPA Certified
- Ultra low Emissions (Catalyst)
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital microprocessor:
 - Two 4 line x 20 displays, full system status
 - 3 phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20 ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; Programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- **LP Vapor fuel system**
- 40 KW
- Standard MLCB, 80% rated thermal-magnetic
 - 70 Amp

- **Battery Heating Pad**
- **Alternator Strip Heater**
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Coolant Heater, 1500W, 120VAC
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Engine Run Relay
- Flex Fuel Line
- Standard 2-Year Limited Warranty
- SG0040KG035.4V18HBNNC

Quantity 1 – Generac® GTS Series Automatic Transfer Switch consisting of the following features and accessories:

- 100 Amp, 3 Pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Inphase Monitor
 - Time Delay Neutral
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- Double set of Auxiliary Contacts
- UL 1008 Listed, CSA Certified
- NEMA 3R Enclosure
- Std set of 3 Manuals
- 2-Year Basic Warranty
- GTS010W-3K2LDNCY

Pricing.....\$18,950.00

* At site start-up and instructions included in above net cost, upon completion of installation, using resistive load bank testing at site for a maxim of 2-3 Hrs. Owner training to be conducted same day of start-up.

Notes

Estimated Delivery Lead Time:6-8 Weeks
 Estimated Submittal Lead time: 1-2 Weeks
 Fuel and Taxes are not included in the above pricing, unless otherwise stated above

Terms and Conditions

1. ES West Coast LLC - Energy Systems is a MATERIAL SUPPLIER only.
2. All prices are FOB job site. Off-loading and placement of equipment is by others.
3. Price quoted is valid for 45 days and subject to reconfirmation.
4. Energy Systems terms are payment in full prior to shipment unless credit is approved.
5. Credit is subject to approval by Energy Systems upon receipt of completed Energy Systems business credit

application, signed terms and conditions, and prelim notice information (forms available from ES Sales or our website www.espowergen.com).

6. With approved credit all products are invoiced from date of shipment and are payable Net 30 days.

7. 1.5% per month finance charge will apply on past due accounts - annual rate of 18%.

8. . Manufacturer lead time to be confirmed upon approved release for production letter and receipt of ES approved PO/order.

9. Equipment cannot be held by Energy Systems or its suppliers without prior arrangement.

10. Any orders changed or canceled after 14 days from confirmation of order will be subject to change or cancellation fees.

11. No taxes, permits, fuel (and/or fuel for testing) or license fees are included in this quotation. All permits and/or licenses are by others unless specified otherwise in this quote.

12. All other standard Energy Systems terms & conditions apply.

13. Terms and conditions described in any purchase order and/or contract are incorporated only to the extent that such are consistent with the terms and conditions hereof.

Sincerely,

Roger Martin
Sales
Energy Sys West Coast
209-870-1900
rmartin@espowergen.com

Acceptance of Quote

Purchase orders for equipment or services on this quotation indicates acceptance of the conditions of sale listed above.

Please return a signed copy of this quote as acknowledgement of receipt.

Print Name

Sign Name

Date

Customer Signature

SIERRA LAKES COUNTY WATER DISTRICT
P.O. Box 1039
Soda Springs, CA 95728
(530) 426-7800
Fax: (530) 426-1120

MEMORANDUM

TO: Board of Directors
FROM: Anna Nickerson
RE: Request for waiver
DATE: September 7, 2018

Attached is a request for waiver of the 10% late fee for the 4th quarterly payment of the 2017/2018 Water/Sewer Service Fees from the following homeowner:

- Rudolfas Budginas – dated 8/13/18

Staff requests direction from the Board.

64a-1

Dear Anna-

I am writing to ask for your assistance with regard to appealing the late fees for payment of our water bill.

The reason we did not pay the bill on time is because the bills were sent to the address of our home that burned in the Sonoma fires. That address was 1824 Bella Vista way, Santa Rosa ca. From there we moved to two temporary addresses. Then we moved again to our current address at 3544 Ridgeway Dr., Santa Rosa, CA, 95403. We moved at least four times in the last eight months. The late payments were directly related to our loss in the fires and we ask the board to consider waiving those fees. Please let me know if you need further information.

Thank you.

Sincerely, Liliana Gallelli and Rudolf Budginas

Tel 818-389-4291

The screenshot shows the Sierra Lakes County Water District website. The header includes the logo and navigation links: HOME, SERVICES, GOVERNANCE, NEWS, CONTACT. The main content area is titled "Account #02475" and displays user and property information. The user is "extremepulno@gmail.com" and the property is "3001 SODA SPRINGS RD". Below this is a table of payments.

Account	Date	Number	Amount	Paid
11111	Apr 15, 2018	2018-076	\$685.30	\$0.00
11111	Jul 01, 2018	2018-084	\$2,492.00	\$623.00

64a-2

MEMORANDUM

To: Board of Directors, Sierra Lakes County Water District
From: Bill Quesnel PE, General Manager
Subject: Application for Replacement Pier, Sierra Drive
Date: September 4, 2018

At the August, 2018 meeting the Board considered and approved an application from the Serene Lakes Property Owners Association (SLPOA) for the installation of a pier to replace the existing dock at the Sierra Drive lake access. The Association proposed a 160 square foot facility but after discussion the Board approved an installation that does not exceed the 245 square foot footprint of the current dock contingent upon an updated and approved License Agreement.

Subsequent to the meeting, SLPOA contacted me to say the new pier would be 228 square feet in size as shown on the attached drawing. The decking will be light brown/tan color and the above water framing will have a brown powder-coat finish.

This item is for information only as Staff does not believe that any action is required by the Board since the proposed pier is smaller than the existing as allowed by the Board's August decision.

Attachment: SLPOA Sierra Drive Pier Drawing

Pier of d'Nort
 6035 Hwy 70 East
 PO Box 186
 St Germain, WI 54558-0186



QUOTE

DATE	QUOTE #
7/23/2018	6779

www.pierofdort.com

NAME / ADDRESS: Roger Drosd 4447 Hemlock Dr Soda Springs CA 95728
--

SHIP / DELIVER TO: Roger Drosd 4447 Hemlock Dr Soda Springs, CA 95728	
Customer Phone	415-810-1493

CAP / BUMPER ...	TERMS	APPROX SHIP DATE	REP	DELIVERY METHOD	DECKING	FOOTPD
TBD/TBD	50% down, bal on del	7/23/2018	JW	YRC	Vinyl TBD	Reg
QTY	DESCRIPTION	PRICE EA	AMOUNT	PIER DESIGN		
1	4' x 8' VINYL starter section	1,044.00	1,044.00			
4	4' x 8' VINYL section	1,044.00	4,176.00			
2	4' x 8' VINYL section w/structural plate	1,085.00	2,170.00			
1	4' T&L Mount	220.00	220.00			
3	Folding Cleat with screws for mounting - Black or Ivory	27.00	81.00			
	Subtotal		7,691.00			
	Fall Sale 10% Discount	-10.00%	-769.10			
	Subtotal		6,921.90			
	Estimate of freight charges. Subject to change after 7 days.	1,810.00	1,810.00			
		SUBTOTAL	\$8,731.90			
		TAX (0.0%)	\$0.00			
Quoted Price: Cash or Check Visa/MC/Discover: Add 3% Convenience Fee		TOTAL	\$8,731.90			

Thank you for the opportunity to send you this quote! Any questions? Contact Jackie
 PH: 715-477-3232 FAX:715-477-3232 Email: jackie@pierofdort.com

MEMORANDUM

To: Board of Directors, Sierra Lakes County Water District
From: Bill Quesnel PE, General Manager
Subject: Heating Oil Tank Financial Assistance Program Reimbursement Request
Date: September 2, 2018

At the July 2018, meeting the Board considered and approved a request from Valier Pacheu, the then owner of 5459 Hillside Drive, to be enrolled in Heating Oil Tank Financial Assistance Program (HOTFAP) and eligible for 75% reimbursement (not-to-exceed \$5,000) of the cost to remove an existing 550 gallon underground storage tank (UST). The removal has been completed at a cost of \$8,633.05 as compared to the original estimate of \$7,913.00 (the tank was full of oil).

All of the tasks described on the attached invoice are eligible for reimbursement (i.e. none related to contamination) but the maximum grant amount is \$5,000 ($\$8,633.05 \times 75\% = \$6,474.79 > \$5,000$) for removal of a tank. The District has received the required documentation (paid invoice and close-out letter from Placer County Environmental Health) and the project is considered complete.

Recommendation

Staff recommends payment of \$5,000.00 to Valier Pacheu as partial reimbursement of the cost to remove a UST located at 5459 Hillside Drive.

Attachments: 5459 Hillside Reimbursement Request and attachments

Clauss Excavation, Inc.

PO Box 5789

Tahoe City, CA 96145

(530) 581-5051

claussexc@gmail.com

Invoice

Date	Invoice #
7/25/18	123317

Bill To
Valier Pacheu 775 Pradera Way San Ramon, CA 94583

Job Name	Job Location	Phone	E-mail Address		
Pacheau UST Removal	5459 Hillside	(925) 389-1604	vapacheu@hotmail.com		
Description		Qty	Rate	Amount	
REMOVAL OF ONE (1) UNDERGROUND DIESEL FUEL STORAGE TANK PER COUNTY REGULATIONS					
1) Mobilization / demobilization of all equipment & personnel for project completion.					
2) Placer County permit fee's & processing =			1,487.00		1,487.00
3) Erosion control setup.					
4) Inert fuel tanks for lowering of explosion limits prior to removal.					
5) Removal & disposal of one (1) 550 gallon underground fuel storage tank (diesel) =			5,051.00		5,051.00
6) Removal & disposal of all associated underground piping.					
7) Soil sampling & analysis (one <1> sample tank pit).					
8) Backfill excavated tank pit upon County clearance.					
9) Final site closure documentation preparation.					
10) Asphalt cutting / disposal / re-surfacing tank pit =			1,375.00		1,375.00
Deposit received - 6/20/18 Ck #L183			-1186.95		-1,186.95
Additional Services Rendered -					
7/13/18					
Service Truck for pumping fuel			80.00		80.00
Foreman		2	75.00		150.00
Petro Solutions / water pickup & disposal / 550 gallons x \$2.50/gallon			1,375.00		1,375.00
7/18/18					
Lab analysis 48 hour turn-around charge			302.00		302.00
Job completed...Thank you for your business		Total		88,633.05	

PAID

7/25/18 ✓1184



**Placer County
Health and Human Services Department**

Jeffrey S. Brown, M.P.H., M.S.W.
Department Director

Wesley G. Nicks, R.E.H.S.
Environmental Health, Director

July 30, 2018

Valier Pachev
775 Prodera Way
San Ramon, CA 94583

RE: Residential Underground Storage Tank Closure, 5459 Hillside Drive, Soda Springs, CA 95728

Dear Mr. Pachev:

You are hereby notified that the underground storage tank at the above location has been legally closed in accordance with the California Underground Storage Tank Regulations, § 2672. Documentation of the tank closure activities is contained in our file, including the *Summary Report UST Removal*, prepared by Clauss Excavation, Inc., dated July 26, 2018.

Please retain this notice for your records.

Sincerely,

Wesley Nicks, R.E.H.S.
Director
HHS | Environmental Health
(530) 745-2341 | wnicks@placer.ca.gov

cc: Mike Clauss, Clauss Excavation Inc.

MEMORANDUM

To: Board of Directors, Sierra Lakes County Water District
From: Bill Quesnel PE, General Manager
Subject: Update on District Website Rebuild
Date: September 7, 2018

New Leaders is close to completing the initial rebuild, the last task from the initial scope of work is implementation of a "Communication Platform" which would provide the District with the ability to contact its customers (emergency notification and payment reminders) using Email and SMS methods (customer choice). Mr. Bousquet estimates:

- Development of an emergency notification feature will require about 12.5 hours (\$2187.50) of programming effort; and
- A payment reminder notification (timing to be determined) system would require an additional 5 hours (\$875) of effort.

The website includes information about each Director and a District email address. The email function is not operable yet and will require about one hour (\$175) to make the addresses functional.

To date the District has spent \$19,856.25 on the rebuild project as compared to the original \$12,600 estimate. The majority of the increase was attributable to development of the on-line bill pay system with a lesser amount required to work out bugs with the County's addressing and APN changes.

Staff believes the emergency notification system is very important followed by activating the Directors' Emails and lastly the payment reminder system.

Recommendation

Staff recommends the Board of Directors approve an increase (based on selected features) in the contract amount with New Leaders in addition the 19,586.25 paid to date.

SIERRA LAKES COUNTY WATER DISTRICT

Follow-up from the August 10, 2018, Board Meeting

- 1 Bill Q Look into options for a District weather station
- 2 Interested Directors Provide picture and bio for website
- 3 Mr. Mitchell Update on the District election status through Placer County

Future discussion topics or agenda items:

- 1) A review of District insurance coverage by Jeff Mitchell.
- 2) A review of what we can do to improve customer service

Sierra Lakes County Water District
Action Items
As of August 2018

	TASK	STATUS	DUE DATE	PROGRESS	ASSIGNED
1	Office Procedures Manual	3 sections left to complete	In Process	85%	Anna
2	Proper Operation of Stop & Drain Valves Program	equipment modified, coordinating production of video	In Process	60%	Bill Q.
3	Develop information about best management practices and fertilization for inclusion with billing	Research BMPs and macrophyte plant management options	In Process	10%	Bill Q.
4	AMR Data Collection & Analysis	Collect use data by type of occupancy	In Process	10%	Bill Q.
5	Website Upgrade	New Leaders website development	In Process	85%	Bill Q./Anna

72