

**From:** Dave Keatley <dmkeatl@gmail.com>  
**Sent:** Tuesday, August 3, 2021 5:39 PM  
**To:** anickerson@slcwd.org  
**Subject:** Application to fill the Vacancy on the SLCWD board of directors  
**Attachments:** Board Vacancy Application 7.12.2021\_D\_Keatley.pdf; David\_Keatley\_Resume\_Aug'21.pdf; Responses to SLWCD questions\_D\_Keatley.pdf

Good evening Anna,

I hope that this email finds you well. I am submitting the attached documents in support of my application to fill the current vacancy on the SLCWD Board of Directors.

I have been a home owner in Serene Lakes since October 2019 and have really enjoyed becoming a part of this vibrant community. I am enthusiastic about the opportunity to serve the community by joining the current board members to ensure that Serene Lakes has a safe reliable water source, sound wastewater management, and opportunities for the recreation that we all appreciate.

I think that my professional and personal experiences would be a great addition to the existing skill sets and experiences of the current directors.

Attached are the completed application form, my current resume, and responses to the questions posed in the application form.

Thank you for presenting these documents to the board of directors in consideration of my application. Please do not hesitate to contact me if you have any questions or requests for further information.

If you could please confirm receipt of my application, that would be greatly appreciated.

Best regards,

David Keatley

# SIERRA LAKES COUNTY WATER DISTRICT

## Operations & Maintenance Office

P.O. Box 120  
7305 Short Road  
Norden, CA 95724  
(530) 426-7802  
Facsimile (530) 426-1120

## Administrative & Billing Office

P.O. Box 1039  
7305 Short Road  
Soda Springs, CA 95728 - 1039  
(530) 426-7800  
Facsimile (530) 426-1120

## VACANCY ON THE BOARD OF DIRECTORS of the Sierra Lakes County Water District

### APPLICATION FORM

**All applications must be received no later than 5:00 p.m. on August 5, 2021.**

Prospective candidates for Director should use the following form to apply to the Sierra Lakes County Water District (SLCWD) Board. The appointment will be made at the Regular Meeting of the Board of Directors of the District to be held on August 13, 2021 (**unless the Board of Directors decides to call a Special Election**). The meeting will commence at 6:00 pm. Applicants are invited to participate in the meeting remotely via Zoom. Instructions on how to participate will be provided prior to the meeting Applications can be mailed, faxed or e-mailed to:

Mail: Sierra Lakes County Water District  
P.O. Box 1039  
Soda Springs, CA 95728-1039

Fax: 530-426-1120

email: [anickerson@slcwd.org](mailto:anickerson@slcwd.org)

For additional information, please call Anna Nickerson at (530) 426-7800.

Name: David Keatley

Address at home: 10 Meadowood Dr., Larkspur, CA

Address in Serene Lakes: 3318 Baxter Dr., Soda Springs, CA

Daytime Phone: \_\_\_\_\_ Cell Phone: (707) 779-2273 Cabin Phone: \_\_\_\_\_

email address: dmkeatl@gmail.com

Please answer the following questions: **Please see attached word file for responses**

1. Why do you want to serve on the SLCWD Board?
2. How much time per month can you commit to the SLCWD Board activities?
3. What is your profession/occupation?
4. Do you have other experience that would be beneficial to the SCLWD Board activities?
5. What is your vision for the Serene Lakes community?
6. Please discuss your opinion regarding the decisions made by the SLCWD Board regarding lake management.

Please attach a current resume.

Thank you for your interest in serving the community.

**1. Why do you want to serve on the SLCWD Board?**

In my 20s, I worked at a remote vineyard on the Sonoma Coast and in my role, I was responsible for working with our vineyard team for managing our water supply through the season. Our water source was a tributary of the Gualala River which was 1500 vertical feet below the vineyard and winery. We could pump from the river only at sufficient flow rates in December, January, February and March. From this source, water was pumped all the way uphill into our reservoir which barely stored enough water to irrigate the vines and provide the necessary water to the winery and homes on site. We would monitor use throughout the year to ensure that we weren't losing supply to leaks (which we often were) and that use was pacing the needs for the end of the year. It was a relatively complex (actually poorly designed!) system that required constant upgrades and replacements, but since then, I have been fascinated by the challenges of water supply management in California and in my current role at Agriculture Capital this interest has only multiplied. Every potential deal that we make has water as a central concern and dealing with the patchwork of water districts in the Southern San Joaquin Valley has made me interested and enthusiastic about being involved in water supply and wastewater management in the communities that I live in.

In the time that we have owned in Serene Lakes, I have been impressed by SLCWD. The water supply and wastewater services are top-notch and the entity is well managed. The challenges it faces are different than what I have seen in other water districts with a relatively stable supply (although there are real contamination risks), but with the challenge of providing service and paying for necessary capital upgrades with a small rate payer base which can be a challenge. Also, with changing home use, anticipating future demand and necessary investment can be particularly tricky. I see the opportunity to serve on the SLWCD board as a great way to engage my passions for water and operational management with serving the community and working with others to solve future challenges.

**2. How much time per month can you commit to the SLCWD Board activities?**

Although I have a full-time job and a young family, I am very enthusiastic about serving the community as a SLCWD board member. I would be able to dedicate the necessary time in order to fulfill the needs of the role. In looking at the commitments of current board members, I would expect this to be about 15-20 hours per month with more as dictated by need.

**3. What is your profession/occupation?**

My current occupation is Sr. Vice President, US Operations with Agriculture Capital, an investment management firm specializing in permanent crops in the Western United States and Australia.

In my role, I work closely with our US operational asset base (farms, packing houses, sales organizations) to ensure that performance across the portfolio is being optimized both in terms of financial and regenerative performance. My key strengths are in financial planning, strategy, and decision-making in situations where there is no perfect solution.

In addition to my oversight capacity, I am also active in acquisitions of new farms and vertically integrated companies serving as the operational lead in diligence.

**4. Do you have other experience that would be beneficial to the SCLWD Board activities?**

My primary skills come from my current role which involve working with management to achieve shared goals in the best interests of all stakeholders, contract negotiation and management, sound financial planning, and property acquisitions. However, in my earlier career as a wine professional, I was trained to be proficient at communications and had the opportunity to interface with major print and media outlets. I am also a keen collaborator that likes to work with others to achieve consensus where possible. I am an avid skier, climber and trail runner and through these activities and my initial education in environmental science have a love of the outdoors and a desire to contribute to better stewardship of our resources.

**5. What is your vision for the Serene Lakes community?**

We purchased our home in Serene Lakes in October 2019, having discovered the community through friends the previous summer. What I love about the community is its timelessness- a beautiful mountain community that is beloved by home owners that have lived here 50 years or just a few. I have been thrilled to share this community with my wife Danielle and our two children, Emery (6) and Will (4) as they explore the trails, kayak on the lake and play at the beach. Along with other younger families that we have met here, we are excited about eventually carrying the torch of Serene Lakes from what it has been to what it will become.

Change is a constant in life, and it's important to balance what has made Serene Lakes a great community in the past and what will keep it that way in a manner that fosters more inclusion and more participation from community members.

There are some important generational changes on the horizon from the impacts of climate change (increased risk of fire, warmer less snowier winters, longer drier summers) as well as impacts from change of home use (increased vacation rentals and/or more long-term residents as remote work becomes more likely). These present challenges and opportunities and a future vision for the community must be informed from community feedback and balancing the many needs with preserving the character that attracted us all in the first place. My vision therefore isn't for a radically different Serene Lakes, but one that continues to thrive in the face of change while still allowing residents to access the wonderful nature and community that already exists.

**6. Please discuss your opinion regarding the decisions made by the SLCWD Board regarding lake management.**

As stated earlier, I have been impressed with the work of the SLCWD and governance by the board to date. Managing a staged capital plan to repair and upgrade the districts infrastructure, relying on a small full-time staff and outsourcing certain operational functions (eg. Farr West) to maintain a lean overhead and operating cost are good decisions. The financial, water and wastewater use, and board information provided with a high degree of transparency to the rate payers are great resources.

The board's approval of the hazardous materials business plan, shows that the board is managing the district's biggest risk-that of contamination as well as other risks like employee safety and cybersecurity.

As far as lake management is concerned, I appreciate the relatively conservative approach to protecting the water resource the board has taken. The strategy of acquiring key land parcels that maintain the health and integrity of the resource including the negotiations with the TDLT to acquire the Serene Lake Dam have important long-range implications.

Balancing this key priority of protecting the resource against that of providing for the recreational use of the lake will continue to require community input and responsible partnerships to make optimal decisions. While I support the board's decision in the recent example of a community member applying for the right to teach yoga classes on the water based on the strict legal interpretation, it is an interesting example of how use-cases and permit approval change in the future. How will the board adapt to opportunities to be more inclusive in providing services to community members while also preserving the quality of the water resources being managed?

# DAVID KEATLEY

10 Meadowood Dr. • Larkspur, CA 94939  
Phone: (707) 779-2273 • E-Mail: dmkeat@gmail.com

## OBJECTIVE

Accomplished business professional with experience leading high growth production operations. With experience in operations management and a passion for civic engagement and the protection of natural resources, I am enthusiastic about contributing my professional and personal experiences to the board in support of the oversight of the Sierra Lakes County Water Districts Mission to provide safe, reliable water service and wastewater removal service for the community.

## CORE BUSINESS SKILLS

- **Production Operations Leadership**
- **Technical Agricultural Knowledge**
- **Supply Chain and Logistics**
- **Facility Management**
- **Financial Planning and Modeling**
- **Business Growth Strategy**
- **Sales Operations**
- **Market Research and Analytics**
- **Client Relationships**
- **Project Management**
- **Strategic Planning**
- **Trade and Media Relationships**

## FORMAL EDUCATION

**Bachelor of Arts**, *McGill University*, Montreal, CANADA

- Dual Major in Economics and Physical Geography with a Focus on: Natural Resource Economics, Marketing, International Trade and Finance, Developing Area Studies, Soil Science, Hydrology, Arctic Geomorphology, Geographic Information Systems, and Agronomy.

## SKILLS AND INTERESTS

**Languages:** Mother Tongue: English; Some Basic Spoken French and Spanish

**Computer skills:** MS Office Suite. Social Media platforms. GIS software (ArcGIS). Experience with application of statistics to environmental and agricultural problems (R) and CRM software (Salesforce).

## PROFESSIONAL EXPERIENCE

**Agriculture Capital**, San Francisco, California

**Jan 2017- present**

**Sr. Vice President, US Operations**

Aug 2018- present

- **Operations Oversight:** oversee the performance of the firm's existing assets on the West Coast of the United States, which consist of citrus, table grape, blueberry, and tree nut farms and packing houses. I have developed and implemented normalized financial and budgeting processes across the asset base, conduct monthly operational and financial reviews, and post-harvest debriefs to address challenges and learning opportunities in order to drive optimized performance of each of the firm's businesses.
- **Investment Process:** have led the operational due diligence on several acquisitions including a \$30 million citrus packing and farming operation and \$100 million vertically integrated table grape business. This involves working with our investment team to create initial investment models that are then informed with historical production data, intentions to redevelop farmland, physical asset verification,

DAVID KEATLEY

August 2021

and legal, environmental and title reviews to drive investment decisions. As acquired businesses would fall under my oversight team, the diligence period was also an active time of transition planning to the new ownership and hired management teams.

- **Business Synergies:** The fundamental premise of Agriculture Capital is to leverage an internal operations team to drive efficiency. In addition to driving bulk procurement and sharing of farm equipment assets at proximate farms, I identify opportunities to use the extended operational footprint to maximize efficiencies such as storing overflow table grapes in citrus cold storage facilities and vice versa in times of production where product exceeds capacity.

#### **Director of California Operations**

Jan 2017 – Jul 2018

- oversight of Agriculture Capital's California agribusiness operations
- manage asset manager partners to drive operational and sales scale efficiencies in order to drive returns for our investors
- employed data analytics evaluate asset manager performance and improvement

#### **Flowers Vineyard and Winery, Cazadero, California**

**Aug 2008 - Mar 2016**

#### **Director of Winemaking**

Sep 2014 – Mar 2016

- **Production Operations Leadership:** Oversight of 2 winemaking production facilities, and annual operations and capital budgets exceeding \$10 million. Planned for and successfully executed a tripling in production during my tenure with measurable quality gains. Hired, trained, and managed a team of up to 30 people during harvest. Designed systems and protocols that emphasized both efficiency and quality.
- **Agricultural Management:** Directed winegrowing operations for an internationally prominent winemaking program. Directed conversion of estate vineyards to biodynamic farming with large emphasis on rehabilitating soil health, conserving water and utilizing new technology. Oversaw relationships with owners of over 40 contract vineyards. Extensive knowledge of the science of farming and winemaking.
- **Marketing:** Contributed to crafting overarching brand image for Flowers Vineyard and Winery most notably spearheading a complete packaging overhaul. Worked to develop social media content, bi-annual newsletter and POS material for annual campaigns.
- **Sales:** Served as the face of the Flowers Vineyard and Winery brand with an active role in the marketplace involving winemaker dinners, consumer and trade wine events, as well as market visits. Regularly hosted VIP visitors for estate wine tastings and to facilitate direct sales. Focus on providing information, tools for distributors and salespeople, and a positive image for the brand.
- **Media Relationships:** Built important connections with various media outlets and journalists. Interviews and comments have been featured in *The Wall Street Journal*, *Forbes*, *Decanter*, *Wine & Spirits Magazine*, and *The San Francisco Chronicle*.

**Winemaker**

Aug 2008 – Aug 2014

- Management of winery staff, mentoring, training and promotion of team members, creation of strong protocols, effective communication of expectations directed to achieving operational goals and challenging growth targets
- Launched new product bottlings of an estate sparkling wine and estate rose
- Procurement of winemaking and bottling supplies, leading to relationships with vendors and purveyors of corks, capsules, barrels, tank manufacturers and technology suppliers.

**Other Relevant Positions, Exchanges and Certificates**

- Managing Partner, South Sonoma Vineyard, Sonoma, CA Oct 2015- Present
- Participation, Sonoma County Winegrape Commission, West Sonoma Coast Vintners 2012-Present
- Wine Executive Program, University of California, Davis Mar 2014
- Visiting Harvest Winemaker, Veramonte, Casablanca Valley, Chile Mar 2012
- Biodynamic Viticulture Exchange, Burn Cottage, Central Otago, New Zealand Nov 2009-Jan 2010
- Mountain Guide, Rainier Mountaineering Inc., Mt Rainier NP, Washington May-Aug 2008
- Wilderness Educator, Salish Sea Expeditions, Bainbridge Island, Washington Spring 2007 & 2008
- Wilderness Trip Leader, Adventures Cross County, Mill Valley, California Summers 2001-2004

Board Vacancy  
Application Form

Name: Shandon LLOYD  
Address: 4142 Donner Drive, Unit #1117, Soda Springs, CA 95728  
Cell: 650-575-4947 House: 530-426-3213  
Email: shandonL@gmail.com

12/1/21

1. Why do you want to serve on the SLCWD Board?

I have long had an interest in giving back to this community, particularly in the area of water resources. I served on the SLCWD's Citizens Committee which dealt with the transfer of the lake bed property from the Land Trust in 2013. I have been a property owner in Serene since 1999, and began residing full time in 2018. I have an educational background in water resources, along with experience serving on nonprofit boards and town committees. My interests and experience combine with a passion and commitment to this community and the surrounding natural resources that make me a good fit to serve on the SLCWD board.

2. How much time per month can you commit to the SLCWD Board activities?

I am flexible regarding a time commitment.

3. What is your profession / occupation?

I have spent the past twenty years as a homemaker raising two children. The youngest of which is heading off to college next year, enabling me to fully reengage with volunteer activities. Prior professional experience in event planning and administration.

4. Do you have other experience that would be beneficial to the SCLWD Board activities?

I have an understanding of government committee work, and strong administrative, organizational, communications - outreach, and fundraising abilities.

- Educational:
  - BA in Environmental History from UC Santa Cruz, continuing education in water resources including two years of graduate work in geography focused on water resources.
- Board Service:
  - Board of Trustees, Mid-Peninsula High School, Menlo Park
  - Development Committee

- Sierra Lakes County Water District Citizens Committee
  - Chair, environmental subcommittee
- Government:
  - Portola Valley Bicycle, Pedestrian, Traffic Safety Committee
    - Chair, Vice Chair
- Development:
  - Parent's Association Mid-Peninsula High School, Menlo Park CA
    - Annual Fund Chair
  - Parent's Association Armstrong School, Belmont CA
    - Jog-A-Thon Chair (\$35K raised annually)

5. What is your vision for the Serene Lakes community?

I would like to support the community's growth in a way that maintains harmony with the available water resources given the demands of a changing climate. I believe in maintaining a dialogue with SLPOA to balance the recreational and functional (water quality and quantity) needs of this community. I'd like to encourage stakeholder stewardship of the lakes through increased education and outreach, and potentially creating lake clean up days.

6. Please discuss your opinion regarding the decisions made by the SLCWD Board regarding lake management.

- The installation of water meters for new construction, remodels and property transfers is a welcome development. Is there a timeline to convert existing properties from flat-rate to meter? Is there a way to incentivize property owners to voluntarily convert?
- The 2010 (ish) assessment to upgrade our sewer system to increase capacity and properly treat the discharge going into the Yuba was money very well spent. It is an example of successful stakeholder investment.
- The 2014 development and implementation of management regulations, for example creating rules around boat storage, has helped organize shoreline usage. Has there been a study to see how effective the policies have been in protecting water quality and shoreline erosion? Could more be done?
- The creation of links such as the Lake Access Plan and Renter's Guide on the SLCWD website provide useful resources for the public. Is there additional outreach and education that could be done to encourage conservation and stewardship of the lakes and surrounding watershed?

# SIERRA LAKES COUNTY WATER DISTRICT

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P.O. Box 120  
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Soda Springs, CA 95728 - 1039  
(530) 426-7800  
Facsimile (530) 426-1120

## VACANCY ON THE BOARD OF DIRECTORS of the Sierra Lakes County Water District

### APPLICATION FORM

**All applications must be received no later than 5:00 p.m. on  
December 2, 2021.**

Prospective candidates for Director should use the following form to apply to the Sierra Lakes County Water District (SLCWD) Board. The appointment will be made at the Regular Meeting of the Board of Directors of the District to be held on December 10, 2021 (**unless the Board of Directors decides to call a Special Election**). The meeting will commence at 6:00 pm. Applicants are invited to participate in the meeting remotely via Zoom. Instructions on how to participate will be provided prior to the meeting Applications can be mailed, faxed or e-mailed to:

Mail: Sierra Lakes County Water District  
P.O. Box 1039  
Soda Springs, CA 95728-1039

Fax: 530-426-1120

email: [anickerson@slcwg.org](mailto:anickerson@slcwg.org)

For additional information, please call Anna Nickerson at (530) 426-7800.

Name: Dick Simpson

Address at home: 3326 Kipling St., Palo Alto, CA 94306

Address in Serene Lakes: 2306 Kidd Ct.

Daytime Phone: 1-650-494-9272 Cell Phone: 1-530-386-2965\* Cabin Phone: 1-530-426-3536

email address: hut.coord@yahoo.com

\*Please do not make cold calls to this number; I use the cell phone almost exclusively for outgoing calls.

Please answer the following questions:

1. **Why do you want to serve on the SLCWD Board?**

I believe in community service. In a democracy, voting is step 1. Step 2 is becoming involved in the operations of government. I have followed the Board for 6 years, including 4 on the Board. I could hit the ground running.

2. **How much time per month can you commit to the SLCWD Board activities?**

As much as it takes.

3. **What is your profession/occupation?**

Partly retired astronomer, engineer, and data manager.

4. **Do you have other experience that would be beneficial to the SCLWD Board activities?**

SLPOA Secretary (one year), DSA Secretary, Sno-Park Advisory Committee, Sierra Club Hut Volunteer Coordinator.

5. **What is your vision for the Serene Lakes community?**

A healthy, happy, and harmonious community working cooperatively toward a sustainable future in a restorative alpine environment.

6. **Please discuss your opinion regarding the decisions made by the SLCWD Board regarding lake management.**

Recent Code revisions (approved at the November Board meeting) are a step in the right direction. Possible ambiguities in interpretation remain (October Board packet, pp 42-43). Hopefully those can be resolved without further revisions.

Please attach a current resume.

See below; SETI link provides more professional background.

Thank you for your interest in serving the community.

Resume:

Born and raised in New Hampshire; moved to California for graduate school in 1967. Stayed.

BS (1967): MIT, electrical engineering

MS (1971), Ph.D. (1973): Stanford, electrical engineering

Stanford University: research staff - Space, Telecommunications, and Radio Science Laboratory (1973-2020)

The SETI Institute: data manager (2019-present) (<https://www.seti.org/our-scientists/richard-simpson>)

NASA Planetary Data System, Radio Science Advisor (mid-1990s to present)

Owner of second home in Serene Lakes since 2001

## MEMORANDUM

**To:** Honorable Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** November 2021 General Manager's Report  
**Date:** December 4, 2021

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### **Donner Summit Public Utility District (DSPUD) Wastewater Treatment Plant**

There were no permit violations during the month of November 2021 and the wastewater treatment plant is operating as designed. A portion of the treated tertiary effluent is currently being stored for snow making on the Soda Springs ski hill as weather permits and the balance is being disposed of by direct discharge to the South Fork of the Yuba River. Ammonia and microC continue to be added to the process to boost nitrifying bacteria. The process heat exchangers have been activated to maintain a constant operating temperature in the reactors during winter. One heat exchanger was rebuilt this fall based on its age and frequency of service. CalStar Calibration will visit DSPUD to calibrate several pieces of DSPUD equipment on December 10, 2021 and will also perform calibration of SLCSD's wastewater Parshall flume and ultrasonic flowmeter.

### **Lake, Land and Facilities Management:**

**Floor Grating and Safety Railing Repairs:** The floor grating at the water plant and the safety railings on top of the office water tank and on the administration building fire escape are damaged and pose an avoidable safety hazard. The General Manager has negotiated a design contract with Austral Engineering in Reno, NV in the amount of \$10,500.00 for the design and preparation of construction documents and technical bidding requirements for the repair of these deficiencies. A copy of the contract is included in the December 2021 Board Packet and will be presented by the General Manager as New Business Item VIII.B at the December 15, 2021, Board of Directors' meeting.

**Revisions to the Lake Management Plan:** The revised Lake Management Plan and its associated ordinance was adopted by unanimous vote of the Board of Directors at the November 12, 2021, Board of Directors' meeting and took effect immediately thereafter. Updates to the ordinance on the District's website will occur no later than January 2022.

**Policies and Procedures:** The review and update of the District's Policies and Procedures Manual and Employee Handbook are nearly complete. The individual policies and procedures and handbook components have been combined into two single books and finalized based on feedback received in November. The draft documents have been disseminated to the District Board for final review and will be made available for public review following the January 2022 Board of Directors' meeting.

**Arsenic Filtration System Improvements:** Sampling for proof testing and non-compliance testing of the arsenic filtration system are complete and the District is current awaiting final acceptance of those results by the State WaterBoards. A pressure reducing valve will be added between the well and the arsenic filtration system to reduce surges and the overall operating

pressure experienced by the unit and thereby extend the life of the individual filter bags and the unit overall.

**Sewer System Capital Improvements:** Farr-West Engineering has completed the 90% design package for the Sewer Infrastructure Replacement and Repair project, and the 90% design package for the Sewer Infrastructure Rehabilitation project. The design scope for the Sewer Infrastructure Replacement and Repair project has been modified to include the addition of flow metering at each of the District's sewer pump stations. Sewer flow metering will allow the District's operations crew to more easily locate infiltration and inflow to the system. The General Manager has completed his review of the packages (excepting for the addition of the flow metering components) and has provided comments to Farr-West. The plans and specifications are nearing completion and will be ready to bid in early 2022. All of the Farr-West Engineering projects for the District are currently on schedule and within budget.

**Water Treatment Plant Improvements:** Work is progressing on the new filter plant PLC/HMI design and fabrication project. The unit itself is complete and will be installed during the first two weeks of December 2021. A new wireless modem, SIM card and cellular signal booster are being installed at the water plant to allow for more reliable remote status access and alarm reporting when the internet is down. Other work associated with the water plant controls that was completed in November 2021 includes the addition of new NEMA electrical boxes and repair of the level controls on top of the office water tank.

**Meters and Metered Rates:** The General Manager met with President Stockton and Director Jackson on December 3, 2021, to further discuss the project schedule for the District to get to metered rates by 2025, future revenue requirements for operations and capital improvements, and possible financing mechanisms to fund some or all of the anticipated future capital improvements. Director Jackson will present a summary of the meeting and solicit further comments and direction from the full Board at the December 15, 2021, Board of Directors' meeting.

**Information Technology Improvements:** Installation of the new Information Technology (IT) improvements (network service, internet service and VoIP telephone service) continues. VoIP telephones have been installed and are currently in use. The fixed wireless internet services from Airespring have been delayed due to some line-of-sight difficulties with their existing infrastructure. Interim internet services from One-Ring (AT&T 4G LTE) were originally installed in August and subsequent reinstalls have occurred in an effort to get the throughput speeds the District needs to operate efficiently. One-Ring and the General Manager spent significant time in November trying to troubleshoot connectivity issues with little to no improvement. As an alternative to One-Ring the General Manager is further investigating the use of Suddenlink communications cable internet services until the Airespring fixed wireless services are ready. Suddenlink has indicated that they are willing to fund the capital improvements necessary to provide service to the District offices however, no schedule has been established for those improvements as of this writing. SpaceX has notified the District that Starlink satellite internet service is now available and the equipment that the District originally ordered back in February 2021 will arrive in during the first full week of December 2021.

**Contemporary Water Quality Assessment:** Field and research activities associated with the Contemporary Water Quality Assessment of Serene Lakes project are winding down for the season. The General Manager met with the UNR researchers and with a representative from the Desert Research Institute on November 3, 2021, to discuss the incorporation of several qualitative best management practices, both engineering and administrative, to control erosion around and

sedimentation into the lakes. Those recommendations will be refined and incorporated into the final Contemporary Water Quality Assessment of Serene Lakes.

**Potential Impacts of Wildfire on the Serene Lakes Water Supply and Habitats:** A graduate student in fisheries biology and management from Oregon State University (Jodi Gunning) will be performing a study on the potential impacts of wildfire on the long-term viability of the Ice Lakes as a water supply for the Serene Lakes community and as habitat for native aquatic species. The General Manager will be serving as a graduate advisor and the District will ultimately use the information generated to better inform decisions regarding lake and surrounding environmental management.

### **Regulatory Issues:**

**Sanitary Sewer Overflows:** The District again reported no Sanitary Sewer Overflows (SSOs) to the Regional Water Quality Control Board during the month of November 2021.

**Petroleum Storage Tanks:** Bulk storage of home heating oil and diesel remains one of the biggest threats to the water supply of the Serene Lakes community. Letters were sent out in August to all property owners where District records indicate an above ground or underground petroleum storage tank is being used to store home heating oil. The letters requested the property owners to 1) contact the District by October 1, 2021, to make arrangements for the District to perform a visual conformation that the required secondary containment systems are in place and functioning properly in the case of above ground storage tanks (ASTs), or 2) have the District required annual testing performed in accordance with Section 2643 of Title 23 of the California Code of Regulations and the results of those tests forwarded to the District by November 30, 2021, in the case of underground storage tanks (USTs), or 3) contact the District to make arrangements to verify whether or not an underground tank exists at one location. As of November 30, all of the AST owners have contacted the General Manager and have allowed or made arrangements for the confirmatory visual inspections, and all but two have been completed. One AST, not previously in the District's inventory of tanks was identified during utility service testing related to the sale of a residence. Unfortunately, this tank was not installed in compliance with the District's petroleum tank ordinance and lacks secondary containment on both the tank and piping. The General Manager will meet with the new homeowners to resolve these compliance issues as soon as practical. The General Manager is also in discussions with several UST and AST owners in the District to try and determine what the District might be able to do to more strongly encourage the removal of these types of heating fuel storage systems from the Serene Lakes community.

### **Drought Conservation Emergency Regulations – January 2022**

The State Water Board finds that an emergency exists due to severe drought conditions and that adoption of proposed emergency regulations is necessary to address the emergency. Over the course of the spring and summer of 2021, Governor Newsom proclaimed a drought state of emergency for all counties in California, culminating, to date, with his October 19, 2021, urging Californians to step up their water conservation efforts. Immediate action is needed to ensure water suppliers and all Californians are taking sufficient actions to conserve water and preserve the State's water supply. On January 4, 2022, the State Water Board will consider a proposed resolution adopting emergency regulations. The General Manager will have more to report at the January 14, 2022 Board of Directors' meeting.

## **Operations Issues:**

**Water and Sewer Demand:** Water demand in November 2021 was up slightly over October 2021 but was still approximately 12,000 gallons per day (gpd) less the 5-year average for November. Sewer flows were up significantly in November 2021 over October 2021 and approximately 24,000 gpd more than the 5-year average for November and likely due to system inflow and infiltration following the rainfall events of late October 2021. Average daily water and sewer flows for November 2021 were 59,406 gpd and 43,977 gpd respectively as compared to 36,251 gpd and 38,860 gpd in October 2021. The District's share of the flow through the DSPUD wastewater treatment plant for November 2021 was 30%. The District's share for November 2020 was 23%.

Last month's General Manager's Report incorrectly stated the September and October 2021 demands for water. The correct values for September and October 2021 water demand should have been listed as 54,640 gpd and 38,860 gpd respectively. The numbers included in the October 2021 calculations, tables, and figures were shown correctly, however.

### Attachments:

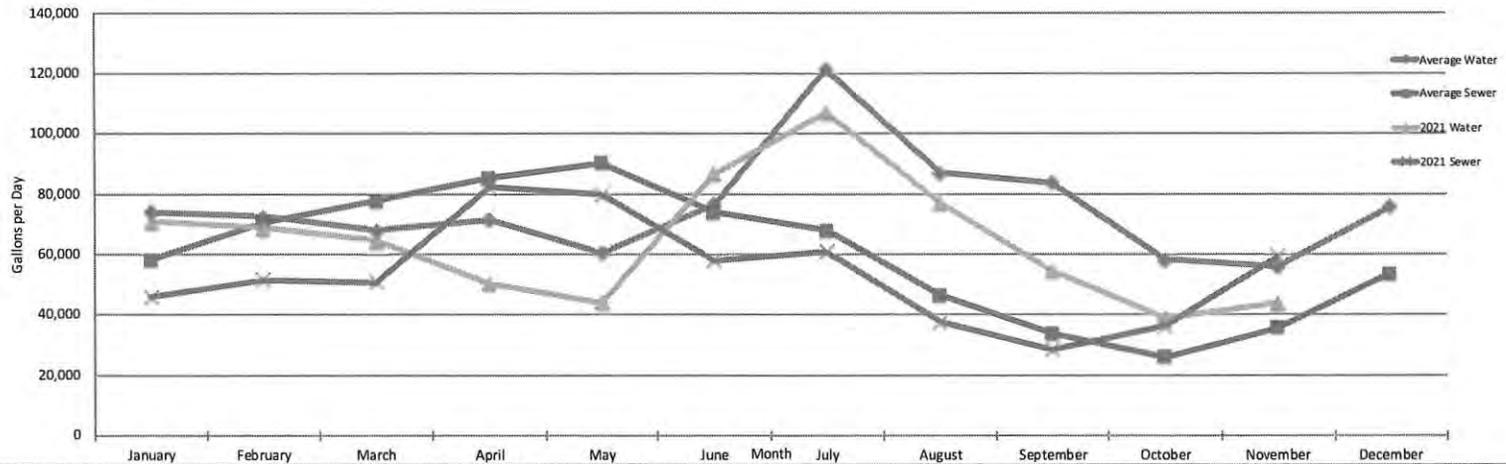
- November 2021 Daily Water/Sewer Flows
- 2016-2020 Sewer/Water Flows Comparison through November 2021



**Sierra Lakes County Water District  
Daily Average Water and Sewer Flows**

Month	2016		2017		2018		2019		2020		2021		2016-2020			2021	2021	2021
	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Average Water	Average Sewer	Average Difference	Water	Sewer	Difference
January	72,428	67,169	82,724	78,915	57,934	56,074	87,880	44,329	68,997	44,891	70,966	46,080	73,993	58,276	15,717	70,966	46,080	24,886
February	69,691	86,523	84,728	102,596	62,633	53,318	78,934	63,383	67,323	47,084	68,819	51,694	72,662	70,581	2,081	68,819	51,694	17,125
March	64,613	100,429	80,671	89,737	64,510	83,232	70,562	65,446	59,198	49,998	64,655	50,953	67,911	77,768	-9,858	64,655	50,953	13,702
April	52,789	97,536	104,155	95,125	54,942	86,645	72,242	109,987	73,847	37,486	50,388	82,334	71,595	85,356	-13,761	50,388	82,334	-31,946
May	50,414	83,506	82,594	103,648	41,219	61,763	66,385	109,177	62,032	92,887	44,034	79,840	60,529	90,196	-29,667	44,034	79,840	-35,806
June	74,707	62,327	85,112	81,067	67,307	50,652	60,743	99,969	95,511	75,912	86,730	58,057	76,676	73,985	2,691	86,730	58,057	28,673
July	116,675	64,330	127,908	72,376	116,880	55,680	93,686	71,372	151,255	75,810	106,969	60,912	121,281	67,914	53,367	106,969	60,912	46,057
August	98,230	36,878	90,608	48,019	100,235	42,146	81,780	43,117	138,639	61,675	77,045	37,662	87,041	46,367	40,674	77,045	37,662	16,978
September	89,459	30,429	69,713	33,765	96,910	30,430	57,667	28,795	104,835	45,396	54,640	28,414	83,717	33,763	49,954	54,640	28,414	26,226
October	59,326	30,750	44,687	20,983	66,956	22,980	42,107	19,533	77,783	35,611	38,860	36,251	58,172	25,971	32,200	38,860	36,251	2,609
November	63,787	47,484	43,994	44,725	57,518	28,357	50,036	23,536	64,354	34,626	43,977	59,604	55,938	35,746	20,192	43,977	59,406	-15,429
December	106,789	85,423	57,662	46,212	82,744	44,796	66,010	47,714	65,759	44,139			75,793	53,657	22,136			

Average Daily 2016-2020 Water and Sewer Flows vs. 2021 Flows



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

**Date:** Friday November 12, 2021 / **Time:** 6:00 p.m. / **Place:** 7305 Short Road, Serene Lakes, CA

The meeting was teleconferenced as provided by Governor Newsom’s Executive Order N-25-20 (“Executive Order”), declared on March 12, 2020. The Executive Order temporarily granted state and local agencies certain powers to aid in the implementation of social distancing measures recommended by state and local public health officials that suspended certain Brown Act requirements.

**I. Open Meeting:**

Roll Call: No Directors were in attendance at the Sierra Lakes Boardroom

Directors in attendance by teleconference:

Director Dan Stockton  
Director Karen Heald  
Director Jon Harvey  
Director Jennifer Jackson

Staff members present: Anna Nickerson, Financial Consultant

Staff present by phone: Paul Schultz P.E. Inc., General Manager  
Jeffrey Mitchell, District Counsel  
Patrick Baird, Utility Operator

Guests present by Zoom: Dennis Fisco  
Dick Simpson  
Shandon Lloyd  
Toby Bielawski  
Bob Gudz

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 Lindquist joined the meeting briefly to formally announce his resignation. He said he appreciated the opportunity to serve and that he really enjoyed working with his colleagues. He also said he was proud of the many accomplishments during his time on the Board and thanked the Board and the community for the opportunity to serve. He also thanked Mrs. Nickerson for her work and, in honor of Veteran’s Day, Mr. Mitchell for his service in the Navy and to all who have served. Director Stockton thanked him for his work on the Board and was sure all the other board members appreciated his service.

**III. Approve Agenda:** The agenda was presented to the Board for approval. Director Jackson asked to add an item to the agenda. She said she thought they were going to talk about the Water Rate Study. Mr. Mitchell said items could not be added to the agenda. Director Jackson then said, in referenced to the previous item for things not on the agenda, she met with Director Lindquist and he passed over information to her, that she had done a little research on but there was much more to do. She said they discussed the HDR Rate Study Contract, that was not on the agenda, and agreed that the study should be put off until the situation with Mr. Schultz was resolved. Mr. Mitchell said there was an item on the Agenda, Upcoming Meter Rates, where there could be a discussion, it just wasn't a separate item on the agenda.

**A motion was made by Director Harvey and seconded by Director Jackson to approve the agenda.** The motion passed by a unanimous rollcall vote: Directors Stockton, Heald, Harvey and Jackson.

**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. No comments were received.

**VI. PUBLIC HEARING:** A Public Hearing was held to adopt Ordinance 2021-02 - Amending the District Code Concerning Use of District Property was presented to the Board for consideration and possible action. It was noted that the adoption date on the draft Ordinance was incorrect and would be changed to November 12, 2021. There were no comments from the public.

**A motion was made by Director Heald and seconded by Director Harvey to approve the Lake Management Place as presented with the date change.** The motion passed by a unanimous rollcall vote: Directors Stockton, Heald, Harvey and Jackson.

**VII. Operations:** Paul Schultz P.E. Inc., General Manager, presented his operations report to the Board for consideration and possible action. Mr. Schultz reported the following:

- Donner Summit PUD (DSPUD) switched from spray irrigation to discharging into the river until snow making could begin.
- The Policies and Procedures were in final review. The final draft would be available to Board Members after the December meeting and for public review after the January Board Meeting.
- The arsenic filtration system was installed and was being tested. Once testing was complete Well 01 would be available for use.
- Mr. Schultz successfully negotiated the curtailment to be lifted from the District's water supply. However, that did not mean it could not be imposed sometime in the future
- Capital improvements on the District's sewer system were progressing and should be ready to go to bid in the spring. He also said the water treatment improvements were nearly complete and would be finished in the next couple of weeks.

- The meter pit project was extended to the end of the fiscal year due to supply chain issues.
- HDR's proposal for metered rates was not being discussed. However, he met with Director Stockton and Mrs. Nickerson to discuss future revenue requirements and they agreed that a better understanding of future requirements was needed before engaging the services of HDR either partially or completely.
- He found that getting good internet service to the District was proving to be difficult. He was looking into alternatives to One Ring but service had not improved. He was also working with Suddenlink to get a buried cable to the District's building as another alternative.
- Field work for the Water Quality Assessment was concluded for the season. Lab activities would begin. He said he met with some researchers from UNR and the Desert Research Institute about incorporating best management practices (bmp) to help control sedimentations and contaminants from getting into the lakes
- He was contacted by a graduate student from Oregon State University who was looking to do a research project, in the area, pertaining to fisheries and the impacts of wildfires on water supplies. The only cost to the District would be a few hours of his time. He also said a subcommittee would be appointed to see how the program could be made more effective.
- There were no sanitary sewer overflows for the month of October.
- Petroleum storage tank project was progressing. All above ground storage tank owners had contacted the District and all but one inspections were complete.
- The rain event on October 24<sup>th</sup> resulted in a significant increase in I&I. He said it looked like the I&I was a combination of about 74,000 gallons per day; about 50,000 gallons per day from elevated ground water and about 25,000 gallons per day from surface water entering manholes other sewer system openings. He also said that even though the District's I&I was way up, the contribution to the flows through the wastewater plant was down because Donner Summit PUD's I&I was up even more.
- Brian Lundgren, a longtime seasonal employee of the District, joined as a fulltime employee at the beginning of November.

Director Jackson said she was looking at the third bullet point that said water should solely be used for minimum health and safety use and wasn't sure if lawn water was included. Mr. Schultz said the state was going to limit outdoor use and felt the State would want the District to eliminate outdoor use in order to maintain the curtailment. Director Jackson asked if there was some kind of notification to let customers know. Mr. Schultz said he would send something out in the Spring.

Director Jackson said she noticed how much water was being used to back flush the plant and wondered if there was a way for that water to be provided for non-potable use. Mr. Schultz said he could look into the issue but it would require an adjustment to the District's permit and Director Stockton said it would require double plumbing which wouldn't be easy. Director Jackson said some communities provide places where people could fill up containers to water their lawn.

Director Heald said, in regard to the Policies and Procedures (Policies), she, Mr. Mitchell, Mr. Booher, Mr. Schultz and Mrs. Nickerson had a meeting, made some changes to the Policies and completed all of the Policies with the exception of the Injury and Illness, Procurement and Reserve Policies. She said she believed the group decided to send the completed policies out to the Board in November to give them time to review and provide comments before the December meeting. In December, the Board's comments would be reviewed, incorporated and the finished Policies would be presented at the January meeting giving the public an opportunity to provide comments.

Director Harvey said he had one correction for the record. In the last paragraph of Mr. Schultz's Operations Report, it appeared that the September and October numbers were switched. Mr. Schultz confirmed that the numbers were switched.

Director Harvey said Mr. Schultz's Operations Report really showed how much goes on in the District every month and the many moving parts. He thanked Mr. Schultz for the work.

**VIII. Consent Items Calendar:** The Consent Items Calendar was presented to the Board for action. The Consent Items Calendar included the minutes from the October 8, 2021, Regular Meeting; October 2021 Check Register; financial reports for the month ending October 31, 2021; and Disbursements for Board Approval.

Director Harvey said the discussion about changing the monthly meeting date was missing from the agenda and hoped that it would be on the December agenda. Mr. Simpson said the minutes didn't reflect the short discussion that took place after Director Stockton read Mr. Schultz's resignation letter. The discussion was about whether or not Mr. Schultz was really resigning or if he wanted to get the job description changed. He felt a short summary of the discussion would provide context and asked that the minutes be changed to reflect the comments. Director Jackson noted a typo on the Disbursements List; the date of Mr. Schultz's billing should have been October, not September.

Before the vote, Director Harvey said he didn't understand the need for the added paragraph because the comments were already included in the last paragraph on page 23 of the board packet. He read the following, "Mr. Schultz said he didn't want to leave the District but he would like to retool the position to be more manageable. Currently the position was not workable. He said he was in charge of everything and had nowhere to delegate anything..."

**A motion was made by Director Harvey and seconded by Director Jackson to approve the Consent Items Calendar with Director Jackson's correction.** The motion passed by a rollcall vote: Ayes: Directors Stockton, Heald, Harvey and Jackson.

**IX. Old Business:** There was no old business.

**X. New Business:**

A. The Board considered how to fill the Board Vacancy resulting from Director Lindquist's resignation that was effective as of the date of the meeting. Mr. Mitchell said the

Board had 60 days to either fill the position by appointment or call for a Special Election. The Board decided to fill the position by appointment by soliciting applications from the community.

Director Heald said she felt the Board should follow the same procedure as last time when they appointed Director Jackson. She also thought the previous applicants should be contacted to see if they wanted their prior application resubmitted.

Mr. Simpson asked if there was a way to let the public know who submitted applications for the position. He said during an election, names were posted on Placer County Elections website but with appointments, the information was not posted on the District's website.

Director Harvey said he was in favor of appointing a replacement but wasn't sure if previous applicants should be contacted.

Director Jackson said she agreed with Mr. Simpson that the completed applications should be made available and included in the board packet. Director Heald confirmed that the completed applications were included in the board packet for the previous appointment. Mr. Simpson said since board packet wouldn't be published until after the deadline for applications, the public wouldn't know who applied until the board packet was published.

- The Board agreed to fill the vacancy by appointment using the draft Notice of Vacancy and Application Form included in the board packet
- Post the names and applications on the website
- Send applications to board members as received
- Contact previous applicants giving them the opportunity to resubmit their prior applications.

B. The Board was presented with a request for refund of late fees. Mrs. Nickerson said the account was delinquent with two years of fees outstanding, all fees were recently paid but the customer requested a refund for the fees. At Director Heald's request, Mrs. Nickerson said, in the past, there had been a lot of requests for waivers but only one was granted; the person lost their home and all their belonging in the Paradise fire. She also said, printed on the back of every annual invoice, were detail of the process for requesting an amortization of fees over 12 months; no request was received.

**A motion was made by Director Heald and seconded by Director Jackson. to deny the request for refund.** The motion passed by a unanimous rollcall vote: Directors Stockton, Heald, Harvey and Jackson.

The District's Annual Audit for Fiscal Year ending June 30, 2021, was presented to the Board for consideration and possible action. Mrs. Nickerson said there were no exceptions or material misstatements noted in the audit. The Board was asked to accept the audit as presented.

**A motion was made by Director Harvey and seconded by Director Jackson to accept the audit report.** The motion passed by a unanimous rollcall vote: Directors Stockton, Heald, Harvey and Jackson.

C. Mrs. Nickerson said the District has had a loan with the State Water Resource Control Board for many years with quarterly payments of \$25,000 each transferred into the District's fiduciary account at California Bank and Trust. The funds were for the repayment of the loan and could not be used for other District uses. She said with an additional \$8,000.00 transfer, there would be enough money in the bank account to payoff the loan two years early, saving the District approximately \$8,000 in interest. She was requesting Board approval to transfer an additional \$8,000 and initiate a final loan payment.

**A motion was made by Director Harvey and seconded by Director Jackson to accept the request to pay off the loan.** The motion passed by a unanimous rollcall vote: Directors Stockton, Heald, Harvey and Jackson.

#### **XI. Administration:**

A. There were no Follow-up Items from the October 8, 2021, Board meeting.

Mr. Schultz said, for a future Board Meeting, he would investigate the use of recycled water from the District's backwash. The item would be added to the Action Items list.

B. A Status of Action Items list was presented to the Board for consideration and possible action.

1. AMR Data Collection – Mr. Schultz said there has been some problems with endpoints due to poor cellular reception. Those endpoints were being replaced with Verizon endpoints.
2. District's Policies and Procedures – This item was discussed earlier in the meeting. The Policies and Procedures would be sent out to the Board after the board meeting and available to the public in January.
3. District's ownership of the Dam – There was no activity on this item during the month of October.
4. Upcoming Metered Rates – The committee of Director Stockton, Mr. Schultz and Mrs. Nickerson would continue to meet with a possible report at the December meeting. At that time, the Board could decide what portions of the HDR proposal the Board wanted to move forward with and the portions to perform inhouse.
5. Develop recommended method for providing customer access to their personal water use data - Director Jackson said Director Lindquist provided her with a status report and his files. She said he also provided information about the water rate study and how to look at water use data through the current system.
6. Retooling the General Manager Position - Mr. Schutz said he met with Directors Heald and Harvey. Director Harvey said they met once by phone and once in person, they discussed possible ways to restructure the position and offload some of the responsibilities. He said one alternative that the committee was considering was hiring someone to handle "as necessary" engineering functions. However, they were still in the exploration stage and anticipated having a more detailed presentation in December.

Director Harvey said he has had questions from members of the community regarding meters and metered rates. The questions pertained to when meters would be installed and when fees would convert to metered rates. He also said he has asked people what their expectations were regarding metered rates and learned that most people didn't know much about it and others were jumping to conclusion about the effect on rates. He thought it would be a good idea to provide the community with a framework of the process sooner rather than later. He also said with everything the District does, besides providing clean water and reliable sewage, it would be a good idea to get the human infrastructure in place as part of the rate study to be sure it was sustainable long term.

Mr. Simpson said it was his understanding that Mr. Schultz resigned and asked if the District would still have a General Manager in December. Mr. Schultz said he rescinded his resignation for now and would continue working with the Directors on retooling the position. He said he would stay on indefinitely until the work was complete.

Director Jackson said it might be good to look at other similar communities as part of the water rate study. Mr. Schultz said HDR just recently finished a plan for Truckee Donner PUD and had worked with Tahoe City, North Tahoe PUD and Georgetown Divide PUD. All with similar challenges.

Director Jackson said she thought it would be a good idea for her to meet with Mr. Schultz to get an idea about his timeline for developing metered rates and comparing that to the information provided by Director Lindquist. Mr. Schultz said she could be added to the rate study committee and Director Stockton agreed. Mr. Schultz said he would setup a meeting with the committee.

Director Harvey said he thought it would be a good idea to have something on the District's website regarding meters and metered rates. He thought it could be a one page document with references to State requirements and the District's anticipated timeline. Director Stockton thought it was a great idea. Mr. Schultz agreed and said he could work with Director Harvey to put something together. Mr. Mitchell said most consultants probably already have a one or two-page summary available regarding metering obligations. He said he thought it might be good to inquire before writing something. Mr. Simpson said it might be a good idea to have a schedule before posting information on the website. Director Jackson said the timeline was developed before the discussion about retooling Mr. Schultz's position and didn't incorporate having more staff. Director Lindquist had suggested the new information should be incorporated before moving forward with the rate study.

**XII.** The Board discussed the new "Monthly Decision to Meet Telephonically". Mr. Schultz said this was a monthly decision based on current Governor orders and health and safety considerations and in accordance to the information provided by Mr. Mitchell's office that was included in the board packet.

Director Stockton said he would like to return to in person meetings. He said he understood the requirements for social distancing and that there may be members that were not comfortable meeting in person yet.

Mr. Mitchell said, if a Director was comfortable in attending the meeting in person, they could do so even if the Board voted to continue meeting telephonically. He also suggested that each board member attending in person could have their own computer. Mr. Schultz said the bandwidth would not support multiple computers.

Mr. Schultz said the internet bandwidth would not support video right away but hoped it could be available by January. Otherwise, anyone attending from the boardroom would not be seen on the video. Mr. Mitchell said a motion was needed stating that the Board reconsidered the state of emergency and conditions warranted the continuation of teleconferencing rules.

Before the vote, Director Heald said, although she agreed with the current decision, her productivity was better when meeting in person.

**A motion was made by Director Jackson and seconded by Director Heald to continue teleconferencing rules for December.** The motion passed by a unanimous rollcall vote: Directors Stockton, Heald, Harvey and Jackson.

Director Stockton said there were three members of the public in attendance and asked if they wanted to make any comments.

Shandon Lloyd said she was on the committee for the acquisition of the lake bottom parcel from the land trust and had a background in water resources. She also said she was interested in submitting an application for the board vacancy.

Bob Gudz said holding zoom meetings made it possible for him to attend and that it was really eye opening to see how much goes on at the meetings and in the District. He also said he was thankful that the District had such a wonderful Board.

Patrick Baird, District employee, said there was a lot going on in the District in regard to projects. He said staff has been working really hard to get meters installed which has helped in finding leaks. He also said he was really excited about the upcoming projects that Mr. Schultz was working on.

### **XIII. Adjournment**

**A motion was made by Director Jackson and seconded by Director Harvey to adjourn the meeting.** The motion passed by a unanimous rollcall vote: Directors Stockton, Heald, Harvey and Jackson.

Director Harvey said he may not be able to attend the December meeting; he may have to travel out of town for a memorial service. Mr. Schultz said that might be a problem because Director Heald already said she would not be at the December meeting. Mr. Mitchell said, if neither one could attend then the Board would still need to schedule a meeting within 60 days to appoint a new director. No decision was made about the December meeting.

The minutes were approved at the Special Meeting held on December 15, 2021, 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 unanimous rollcall vote.

DRAFT

Sierra Lakes County Water District  
Check Registers  
November 2021

<b>1002 - DEMAND Account</b>		
<b><u>RECONCILIATION:</u></b>		
11/1/2021	Beginning Cash Balance	737,909.86
	Deposits	215,162.30
	Property Taxes Received	-
	Assessments Received from Placer County	-
	Deposit - Interest	3.09
	Assessments transferred to Assessment District	-
	<b><u>DEMAND ACCOUNT DISBURSEMENTS:</u></b>	<b><u>(218,326.61)</u></b>
11/30/2021	Ending Cash Balance	<b><u>734,748.64</u></b>
<b>1031 - GASB 45-OPEB Account - <i>Flow through account to LAIF</i></b>		
<b><u>RECONCILIATION:</u></b>		
11/1/2021	Beginning Cash Balance	163.13
	Deposit - Interest	-
	Funds Transferred To/From Investment Account	-
11/30/2021	Ending Cash Balance	<u>163.13</u>
<b>Placer County Treasurer's Fund - for <i>Capital Projects</i></b>		
<b><u>RECONCILIATION:</u></b>		
11/1/2021	Beginning Cash Balance	3,003,846.12
	Deposit - Interest	-
	Funds Transferred To/From Investment Account	-
11/30/2021	Ending Cash Balance	<u>3,003,846.12</u>
<b>Local Area Investment Fund (LAIF) - for <i>Unfunded OPEB Liabilities</i></b>		
<b><u>RECONCILIATION:</u></b>		
11/1/2021	Beginning Cash Balance	803,082.59
	Deposit - Interest	-
	Funds Transferred To/From Investment Account - Annual OPEB Funding	-
11/30/2021	Ending Cash Balance	<u>803,082.59</u>
<b>Assessment District 2011-01</b>		
<b><u>RECONCILIATION:</u></b>		
11/1/2021	Beginning Cash Balance	376,921.26
	Assessments Received	-
	Deposit - Interest	1.54
	Disbursements - USDA	-
11/30/2021	Ending Cash Balance	<u>376,922.80</u>

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Sierra Lakes County Water District  
Check Registers  
November 2021

Type	Date	Num	Name	Memo	Amount
<b>1002 - US Bank - Demand</b>					
Bill Pmt -Check	11/10/2021	7771	Badger Meter	Monthly Service Fee & Meters	(33,528.79)
Bill Pmt -Check	11/10/2021	7775	Donner Summit Public Utility District	Nov 2021 Wastewater Treatment Fees	(30,612.00)
Bill Pmt -Check	11/24/2021	7803	CA Bank & Trust (Deposit)	Qtrly Transfer - SRF Loan Impound Account	(25,000.00)
Bill Pmt -Check	11/16/2021	111221	Paul A. Schultz, P.E. (Corp)	Oct 2021 Professional Fees	(20,475.00)
Bill Pmt -Check	11/12/2021	21665	Robert W. Johnson	Annual Audit Fee & OPEB Calculation	(16,650.00)
Bill Pmt -Check	11/12/2021	21664	Farr West Engineering	Sewer Projects Engineering Fees	(10,214.25)
Bill Pmt -Check	11/10/2021	7773	CA Bank & Trust (Deposit)	Final Transfer - SRF Loan Impound Account	(8,000.00)
Liability Check	11/17/2021		QuickBooks Payroll Service	Created by Payroll Service on 11/16/2021	(7,321.55)
Bill Pmt -Check	11/10/2021	MED112021	Public Employees' Retirement System (Med)	Medical - 1347	(7,152.62)
Liability Check	11/02/2021		QuickBooks Payroll Service	Created by Payroll Service on 11/01/2021	(7,030.81)
Bill Pmt -Check	11/24/2021	7798	Kronick Moskovitz Tiedemann & Girard	Oct 2021 Legal Fees	(6,642.80)
Bill Pmt -Check	11/24/2021	112421	Anna M. Nickerson	Professional Fees 11/16/21 to 11/30/21	(5,280.00)
Bill Pmt -Check	11/12/2021	21666	University of Nevada, Reno	Contemporary Water Quality Study	(5,068.45)
Bill Pmt -Check	11/10/2021	7793	U.S. Bank (CC)	Uniform, Postage, Office, Water/Sewer, Gas \$785.39, Auto & OP projects	(3,696.39)
Liability Check	11/16/2021	E-pay	Internal Revenue Service	P/R Taxes: 94-1619513 QB Tracking # 2125377858	(3,555.42)
Bill Pmt -Check	11/10/2021	111021	Anna M. Nickerson	Professional Fees 10/16/21 to 10/31/21	(3,476.00)
Liability Check	11/01/2021	E-pay	Internal Revenue Service	P/R Taxes: 94-1619513 QB Tracking # 1400171858	(3,314.68)
Bill Pmt -Check	11/10/2021	7779	Ironclad Builders LLC	Pump Station Permanent Door	(3,060.00)
Liability Check	11/10/2021	RET102021	Public Employees' Retirement System (Ret)	Retirement - 1347	(3,025.93)
Bill Pmt -Check	11/10/2021	7782-7788	Pacific Gas & Electric	Electricity	(2,882.05)
Bill Pmt -Check	11/24/2021	7797	E and M Electric & Machinery, Inc.	SCADA Software Updates	(1,635.00)
Check	11/02/2021		BluePay	Merchant Fees	(1,176.75)
Liability Check	11/16/2021		QuickBooks Payroll Service	Created by Payroll Service on 11/15/2021	(1,017.63)
Bill Pmt -Check	11/24/2021	7801	Suburban Propane	Propane - 7305 Short Rd	(951.96)
Liability Check	11/16/2021	E-pay	Employment Development Department	P/R Taxes: 499-0546-6 QB Tracking # 2125344858	(835.99)
Bill Pmt -Check	11/10/2021	7777	Gray Electric Co.	Electrical Service Call	(812.88)
Liability Check	11/01/2021	E-pay	Employment Development Department	P/R Taxes: 499-0546-6 QB Tracking # 1400027858	(768.44)
Check	11/29/2021	21667	RAY, JON W	25925 - Overpayment Refund	(623.00)
Bill Pmt -Check	11/10/2021	7776	Flyers Energy, LLC	Gasoline/Diesel	(443.86)
Bill Pmt -Check	11/10/2021	7772	Broadvoice	Telephone	(436.30)
Bill Pmt -Check	11/10/2021	7781	One Ring Networks	Telephone & Internet	(424.17)
Bill Pmt -Check	11/24/2021	7796	CDTFA	2021/2022 Water Rights - WR STF 094-007469	(415.53)
Liability Check	11/15/2021	E-pay	Internal Revenue Service	P/R Taxes: 94-1619513 QB Tracking # 2059646858	(395.01)
Bill Pmt -Check	11/10/2021	7778	Industrial Scientific	iNet Monthly Usage Fee	(394.34)
Bill Pmt -Check	11/24/2021	7799	Mountain Hardware	Shelving, Shop Supplies, Snow Stakes, Office Supplies, Sun Glasses & Misc Water Treat	(362.50)
Bill Pmt -Check	11/10/2021	7794	USA Blue Book	Lab Supplies	(340.58)
Bill Pmt -Check	11/10/2021	7792	Tahoe Truckee Sierra Disposal Co., Inc.	Garbage	(313.25)
Bill Pmt -Check	11/10/2021	7789	Placer County Human Resources	Nov 2021 Dental/Vision Premium	(212.80)
Bill Pmt -Check	11/10/2021	7791	Summit Home Care	Office Cleaning	(200.00)
Bill Pmt -Check	11/24/2021	7802	Wienhoff Drug Testing	Annual Membership	(160.00)
Bill Pmt -Check	11/10/2021	7774	CWEA Sierra Section	2021 Safety Day - Baird & Krebill	(130.00)
Check	11/15/2021			Service Charge	(76.57)
Bill Pmt -Check	11/10/2021	7795	Verizon Wireless	Cell Phone and iPad	(71.61)
Bill Pmt -Check	11/10/2021	7790	Sierra Mountain Pipe & Supply	Pipe plug & water test gauge	(58.44)
Liability Check	11/15/2021	E-pay	Employment Development Department	P/R Taxes: 499-0546-6 QB Tracking # 2059610858	(36.00)
Bill Pmt -Check	11/24/2021	7800	O'Reilly	Wiper Blades, Compressor Power Belt	(30.11)
Bill Pmt -Check	11/10/2021	7780	Mountain Hardware	Water Treatment	(7.10)
Check	11/18/2021		BluePay	Merchant Fees	(4.50)
Check	11/09/2021		QuickBooks Payroll Service	Created by Direct Deposit Service on 11/08/2021	(1.75)

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Sierra Lakes County Water District  
 Check Registers  
 November 2021

Type	Date	Num	Name	Memo	Amount
Check	11/15/2021		QuickBooks Payroll Service	Created by Direct Deposit Service on 11/12/2021	(1.75)
Check	11/23/2021		QuickBooks Payroll Service	Created by Direct Deposit Service on 11/22/2021	(1.75)
Check	11/03/2021		BluePay	Merchant Fees	(0.30)
Paycheck	11/03/2021	DD923	Brian Lundgren	Direct Deposit: Pay Period Ending 10/31/21	-
Paycheck	11/03/2021	DD924	Matthew M Marriner	Direct Deposit: Pay Period Ending 10/31/21	-
Paycheck	11/03/2021	DD925	Patrick J Baird	Direct Deposit: Pay Period Ending 10/31/21	-
Paycheck	11/17/2021	DD927	Dan L Stockton {Salary}	Direct Deposit: 11/12/21 Board Meeting	-
Paycheck	11/17/2021	DD929	Karen Heald {Salary}	Direct Deposit: 11/12/21 Board Meeting	-
Paycheck	11/17/2021	DD926	Cynthia J Jackson {Salary}	Direct Deposit: 11/12/21 Board Meeting	-
Paycheck	11/17/2021	DD928	Jon Harvey {Salary}	Direct Deposit: 11/12/21 Board Meeting	-
Paycheck	11/18/2021	DD930	Brian Lundgren	Direct Deposit: Pay Period Ending 11/15/21	-
Paycheck	11/18/2021	DD931	Matthew M Marriner	Direct Deposit: Pay Period Ending 11/15/21	-
Paycheck	11/18/2021	DD932	Patrick J Baird	Direct Deposit: Pay Period Ending 11/15/21	-
Total 1002 - US Bank - Demand					(218,326.61)
<b>TOTAL</b>					<b>(218,326.61)</b>

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**Sierra Lakes County Water District**  
**Operating Budget-to-Actual**  
**Preliminary Year End**  
**Fiscal Year July 1, 2021 to June 30, 2022**

	<i>MONTH TO DATE</i>				<i>YEAR TO DATE</i>				<i>ANNUAL BUDGET</i>	
	Month End 11/30/21	Budget	Favorable / (Unfavorable)	% of Budget	YEAR TO DATE	Budget	Favorable / (Unfavorable)	% of Budget	FY 21-22 Budget	% of Budget
<b><u>Water Sewer Revenues</u></b>										
8000-01 · Annual Water Fees	71,601	71,601	-	100%	358,005	358,005	-	100%	859,212	42%
8000-02 · Annual Sewer Fees	99,308	99,308	-	100%	496,544	496,544	-	100%	1,191,704	42%
8030 · Property Taxes	-	-	-	0%	35,797	35,000	797	102%	450,000	8%
8050 · Customer Late Fees	(3)	-	(3)	100%	2,193	3,000	(807)	73%	10,000	22%
8005 · Primary Facilities Fees - Sewer	-	-	-	0%	33,833	23,400	10,433	145%	23,400	145%
8006 · Primary Facilities Fees - Water	-	-	-	0%	7,300	5,475	1,825	133%	5,475	133%
8052 · GAPVAX Services	-	-	-	0%	-	-	-	0%	-	0%
8020 · Other Income	303	1,250	(947)	24%	3,071	6,250	(3,179)	49%	15,000	0%
<b>Total Revenues Received:</b>	<b>171,209</b>	<b>172,159</b>	<b>(950)</b>	<b>99%</b>	<b>936,743</b>	<b>927,674</b>	<b>9,069</b>	<b>101%</b>	<b>2,554,791</b>	<b>37%</b>
<b><u>Controllable Expenses:</u></b>										
<b><u>Salaries:</u></b>										
9001 · Director Salaries	1,260	1,800	540	70%	4,500	9,000	4,500	50%	21,600	21%
9003 · Maintenance Salaries				0%				0%		
9003-01 - Maint Hourly Regular	20,881	25,517	4,636	82%	129,299	127,584	(1,715)	101%	306,200	42%
9003-02 - Maint Overtime	197	1,250	1,053	16%	3,575	6,250	2,675	57%	15,000	24%
9003-03 - Maint Standby	2,200	2,235	35	98%	11,100	11,050	(50)	100%	26,360	42%
9003-00 - Maint Salaries - Other	-	-	-	0%	-	-	-	0%	-	0%
9003-04 - Labor Allocated to Projects	(3,211)	-	3,211	100%	(3,211)	-	3,211	100%	-	0%
<b>Total 9000 · Salaries</b>	<b>21,327</b>	<b>30,802</b>	<b>9,475</b>	<b>69%</b>	<b>145,263</b>	<b>153,884</b>	<b>8,621</b>	<b>94%</b>	<b>369,160</b>	<b>39%</b>
<b><u>Payroll Expense</u></b>										
9005 · Payroll Expense - SS & Medicare	1,877	2,354	477	80%	11,358	11,769	411	97%	28,245	40%
9007 · Payroll Expense- SUI & ETT	-	330	330	0%	-	1,640	1,640	0%	3,950	0%
9008 · Payroll Expense - Retirement	1,585	1,756	171	90%	14,486	14,022	(464)	103%	26,314	55%
9009 · Payroll Expense - Medical & D/V	7,365	10,404	3,039	71%	41,608	52,020	10,412	80%	124,848	33%
9010 · Payroll Expense - Workers' Comp	-	-	-	0%	4,425	4,438	12	100%	17,750	25%
<b>Total 9004 · Payroll Expense</b>	<b>10,827</b>	<b>14,844</b>	<b>4,016</b>	<b>73%</b>	<b>71,877</b>	<b>83,888</b>	<b>12,011</b>	<b>86%</b>	<b>201,107</b>	<b>36%</b>
<b><u>Indirect &amp; G&amp;A</u></b>										
9012 · Legal Expense:	6,643	3,000	(3,643)	221%	22,575	15,000	(7,575)	151%	36,000	63%
9013 · Audit Expense	-	-	-	0%	16,650	16,650	-	100%	16,650	100%
9014 · Fees & Penalties	104	153	49	68%	676	763	86	89%	1,830	37%
9016 · Directors' Expense	84	835	751	10%	200	4,170	3,970	5%	10,000	2%
9017 · Professional Fees - Operations	18,525	24,500	5,975	76%	108,956	122,500	13,544	89%	294,000	37%
9018 · Professional Fees - Office	9,064	11,440	2,376	79%	45,936	57,200	11,264	80%	137,280	33%
9019 · Staff Travel/Training	296	750	454	39%	1,629	3,750	2,121	43%	9,000	
9022 · Election Expense	-	-	-	0%	-	-	-	0%	-	#DIV/0!
9023 · Insurance Expense	-	-	-	0%	22,588	18,000	(4,588)	125%	19,000	119%
9024 · Membership Expense	-	-	-	0%	10,169	6,700	(3,469)	152%	13,400	76%
9026 · Outside Services	200	285	85	70%	1,000	1,420	420	70%	3,400	29%
9028 · Telephone Expense	937	965	28	97%	6,617	4,825	(1,792)	137%	11,575	57%
9029 · Garbage/Hazmat Expense	1,338	460	(878)	291%	2,835	2,295	(540)	124%	5,500	52%
9030 · Uniform Expense	-	205	205	0%	1,274	1,035	(239)	123%	2,500	51%
9034 · Propane Expense	952	350	(602)	272%	1,124	479	(645)	235%	9,679	12%

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**Sierra Lakes County Water District**  
**Operating Budget-to-Actual**  
**Preliminary Year End**  
**Fiscal Year July 1, 2021 to June 30, 2022**

	<i>MONTH TO DATE</i>				<i>YEAR TO DATE</i>				<i>ANNUAL BUDGET</i>	
	Month End 11/30/21	Budget	Favorable / (Unfavorable)	% of Budget	YEAR TO DATE	Budget	Favorable / (Unfavorable)	% of Budget	FY 21-22 Budget	% of Budget
9036 · SCADA System Expense	1,635	4,500	2,865	36%	1,635	4,500	2,865	36%	9,000	18%
9037 · M&O Asset Mgmt Sys (Lucity)	-	-	-	0%	3,750	4,500	750	83%	4,500	83%
9040 · Office Expense	62	250	188	25%	874	1,250	376	70%	3,000	29%
9041 · Postage Expense	250	250	-	100%	635	750	115	85%	2,000	32%
9042 · Postage Meter Expense	-	-	-	0%	435	325	(110)	134%	1,300	33%
9043 · Copier & Fax Expense	-	-	-	0%	920	475	(445)	194%	950	97%
9044 · Computer Equipment & Service										
9044-01 · General Expense	-	290	290	0%	249	1,455	1,206	17%	3,500	7%
9044-02 · Website Design	-	1,000	1,000	0%	788	2,000	1,213	39%	3,000	26%
9044-03 · Merchant Fees	1,827	1,000	(827)	183%	16,990	18,584	1,594	91%	36,584	46%
<b>Total 9011 · Indirect &amp; G&amp;A</b>	<b>41,915</b>	<b>50,233</b>	<b>8,317</b>	<b>83%</b>	<b>268,506</b>	<b>288,626</b>	<b>20,119</b>	<b>93%</b>	<b>633,648</b>	<b>42%</b>
<b><u>MAINTENANCE &amp; OPERATIONS</u></b>										
<b><u>Water Treatment &amp; Filter Plant</u></b>										
9101 · Filter Plant Operations & Maint	1,768	625	(1,143)	283%	2,628	3,125	497	84%	7,500	35%
9102 · Filter Plant-Chems, Lab & Equip	463	2,085	1,622	22%	7,437	10,420	2,983	71%	25,000	30%
9103 · Filter -Water Pumping Plant M&O	-	85	85	0%	7	420	413	2%	1,000	1%
9104 · Well Pump Station Expense	-	85	85	0%	-	420	420	0%	1,000	0%
<b>Total 9100 · Water Treatment &amp; Filter Plant</b>	<b>2,231</b>	<b>2,880</b>	<b>649</b>	<b>77%</b>	<b>10,072</b>	<b>14,385</b>	<b>4,313</b>	<b>70%</b>	<b>34,500</b>	<b>29%</b>
<b><u>Water Distribution</u></b>										
9201 · Water Dist - General Maint	339	835	496	41%	5,551	4,170	(1,381)	133%	10,000	56%
9202 · Water Dist - Pipes & Fittings	-	165	165	0%	949	830	(119)	114%	2,000	47%
9203 · Water Dist - Hydrant Maint	-	-	-	0%	9,019	2,000	(7,019)	451%	2,000	451%
9204 · Fees - Water	416	750	334	55%	1,878	2,400	523	78%	13,785	14%
9205 · Water Dist - Electricity	2,115	2,800	685	76%	11,477	14,000	2,523	82%	33,600	34%
9600 · Water Dist - Meters/Parts	-	85	85	0%	1,629	420	(1,209)	388%	1,000	163%
9601 · Water Conservation	-	-	-	0%	500	500	-	100%	1,000	50%
<b>Total 9200 · Water Distribution</b>	<b>2,869</b>	<b>4,635</b>	<b>1,766</b>	<b>62%</b>	<b>31,003</b>	<b>24,320</b>	<b>(6,683)</b>	<b>127%</b>	<b>63,385</b>	<b>49%</b>
<b><u>Wastewater Collection System</u></b>										
9301 · Wastewater - General Maint	339	750	411	45%	3,626	3,750	124	97%	9,000	40%
9302 · Wastewater - Pipes/Fittings	-	250	250	0%	259	1,250	991	21%	3,000	9%
9303 · Wastewater- Enzymes/Lab Testing	-	-	-	0%	2,432	2,500	68	97%	5,000	49%
9304 · Wastewater - Manholes	-	-	-	0%	-	500	500	0%	500	0%
9305 · Fees - Sewer	-	3,000	3,000	0%	1,462	4,350	2,888	34%	7,350	20%
9306 · Wastewater - Electricity	1,172	1,500	328	78%	4,095	7,500	3,405	55%	18,000	23%
9700-01 · Wastewater Export Service Refund	-	-	-	0%	-	-	-	0%	-	-
9700 · Wastewater- Export Service Exp	30,612	33,821	3,209	91%	153,060	169,103	16,043	91%	405,846	38%
<b>Total 9300 · Wastewater Collection System</b>	<b>32,122</b>	<b>39,321</b>	<b>7,198</b>	<b>82%</b>	<b>164,935</b>	<b>188,953</b>	<b>24,018</b>	<b>87%</b>	<b>448,696</b>	<b>37%</b>
<b><u>Vehicle Expense</u></b>										
9501 · Gasoline/Diesel	568	1,250	682	45%	5,009	6,250	1,241	80%	15,000	33%
9502 · Pickups	(155)	210	365	(74%)	1,355	1,045	(310)	130%	2,500	54%
9503 · Gapvac	-	295	295	0%	943	1,460	517	65%	3,500	27%
9504 · Backhoe	-	335	335	0%	-	1,670	1,670	0%	4,000	0%

**Sierra Lakes County Water District**  
**Operating Budget-to-Actual**  
**Preliminary Year End**  
**Fiscal Year July 1, 2021 to June 30, 2022**

	<i>MONTH TO DATE</i>				<i>YEAR TO DATE</i>				<i>ANNUAL BUDGET</i>	
	Month End 11/30/21	Budget	Favorable / (Unfavorable)	% of Budget	YEAR TO DATE	Budget	Favorable / (Unfavorable)	% of Budget	FY 21-22 Budget	% of Budget
9505 · Vehicle Maint Supplies	-	125	125	0%	-	625	625	0%	1,500	0%
<b>Total 9500 · Vehicle Expense</b>	<b>412</b>	<b>2,215</b>	<b>1,803</b>	<b>19%</b>	<b>7,307</b>	<b>11,050</b>	<b>3,743</b>	<b>66%</b>	<b>26,500</b>	<b>28%</b>
<b>Project Expenses</b>										
9812 · Spot Repairs of Sewer Mainline & Laterals	-	4,650	4,650	0%	719	23,300	22,581	3%	56,000	1%
9813 · Repair of Sewer Manholes at Various Locations	-	250	250	0%	-	1,250	1,250	0%	3,000	0%
9814 · Adj Sewer Manholes to Grade	-	-	-	0%	-	-	-	0%	-	#DIV/0!
9815 · Misc Sewer Pump Station Upgrade	-	-	-	0%	15	-	(15)	100%	-	-
9818 · Misc Water System Improvements	190	1,650	1,460	12%	190	8,300	8,110	2%	20,000	1%
9819 · Adj Water Valve Boxes to Street Grade	-	-	-	0%	-	-	-	0%	-	#DIV/0!
9820 · Misc Upgrades Water Pump Stations	-	835	835	0%	9,813	4,170	(5,643)	235%	10,000	98%
9821 · Automatic Meter Read System	3,548	780	(2,768)	455%	6,092	3,900	(2,192)	156%	9,350	65%
9822 · Misc Jobs - Safety Tools Bldgs	5,944	6,500	556	91%	15,968	32,250	16,282	50%	77,000	21%
9824 · Lake Management	-	-	-	0%	30,395	-	(30,395)	100%	-	#DIV/0!
9825 · HOTFaP	-	-	-	0%	-	-	-	0%	-	#DIV/0!
9826 · Contemporary Water Quality	-	6,135	-	0%	59,983	73,055	-	-	116,000	-
9915 · Misc. Projects	-	-	-	0%	399	-	(399)	100%	-	-
<b>Total 9800 · Project Expenses</b>	<b>9,682</b>	<b>20,800</b>	<b>11,118</b>	<b>47%</b>	<b>123,574</b>	<b>146,225</b>	<b>22,651</b>	<b>85%</b>	<b>291,350</b>	<b>42%</b>
<b>Total Controllable Expenses</b>	<b>121,386</b>	<b>165,729</b>	<b>44,342</b>	<b>73%</b>	<b>822,537</b>	<b>911,330</b>	<b>88,793</b>	<b>90%</b>	<b>2,068,346</b>	<b>40%</b>
<b>Non-Controllable Expenses:</b>										
<b>9900 · Debt - Interest</b>										
9904 · Interest on SRF Loan	-	-	-	0%	-	-	-	0%	7,469	0%
9906 · USDA Revenue Bonds	-	-	-	0%	58,600	58,601	1	100%	117,202	50%
9908 · Int on Assessment-7207 Palisade	-	-	-	0%	-	-	-	0%	247	0%
<b>Total 9900 · Debt - Interest</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>58,600</b>	<b>58,601</b>	<b>1</b>	<b>100%</b>	<b>124,918</b>	<b>47%</b>
<b>9920 · Depreciation</b>										
9921 · Depreciation - Water	11,716	11,500	(216)	102%	58,582	57,500	(1,082)	102%	138,000	42%
9922 · Depreciation - Sewer	9,495	10,000	505	95%	47,474	50,000	2,526	95%	120,000	40%
<b>Total 9920 · Depreciation</b>	<b>21,211</b>	<b>21,500</b>	<b>289</b>	<b>99%</b>	<b>106,057</b>	<b>107,500</b>	<b>1,443</b>	<b>99%</b>	<b>258,000</b>	<b>41%</b>
<b>9950 · SLCWD Share - DSPUD Capital Costs</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>34,308</b>	<b>35,000</b>	<b>692</b>	<b>98%</b>	<b>60,000</b>	<b>57%</b>
<b>Total Non-Controllable Expenses</b>	<b>21,211</b>	<b>21,500</b>	<b>289</b>	<b>99%</b>	<b>198,964</b>	<b>201,101</b>	<b>2,137</b>	<b>99%</b>	<b>442,918</b>	<b>45%</b>
<b>TOTAL DISTRICT EXPENSES:</b>	<b>142,598</b>	<b>187,229</b>	<b>44,631</b>	<b>76%</b>	<b>1,021,501</b>	<b>1,112,431</b>	<b>90,930</b>	<b>92%</b>	<b>2,511,264</b>	<b>41%</b>
<b>EARNED REVENUE LESS EXPENSES</b>	<b>28,612</b>	<b>(15,070)</b>	<b>43,681</b>		<b>(84,759)</b>	<b>(184,757)</b>	<b>99,998</b>		<b>43,527</b>	

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SIERRA LAKES COUNTY WATER DISTRICT  
 CAPITAL PROJECTS SUMMARY  
 FISCAL YEAR JULY 1, 2021 TO JUNE 30, 2022

	PROPOSED BUDGET	Previously Incurred Costs	Costs Incurred Current Month	Total Costs to Date	VARIANCE Favorable (Unfavorable)
<b>CAPITAL PROJECTS IN PROGRESS:</b>					
3101 - Spot Repairs of Sewer Mainline and Laterals	\$ 456,900	\$ 31,284	\$ 4,470	35,754	\$ 421,146
3103 - Repair/Replace Sewer Manholes at Various Locations	202,020	14,154		14,154	187,866
3104 - Miscellaneous Sewer Pump Station Upgrades	257,550	37,673	25,113	62,787	194,763
3105 - Fire Hydrant Replacement (2022 Budgeted Project)	-	2,616		2,616	(2,616)
Miscellaneous Water Distribution System Improvements	20,000	424		424	19,576
3106 - Miscellaneous Water Pump Station/Storage Improvements	147,500	16,432		16,432	131,068
3114 - Automatic Meter Read System	280,000	82,561		82,561	197,439
3118 - Purchase Tools/Equipment and Building Improvements	60,000	2,225		2,225	57,775
Total Capital Projects	\$ 1,423,970	\$ 187,370	\$ 29,583	216,953	\$ 1,207,017

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Sierra Lakes County Water District  
Cash Source and Application of Funds  
Operating Budget  
in \$000's

	ACTUAL Nov-21	Forecast Nov-21	Forecast Dec-21	Forecast Jan-22	Forecast Feb-22	Forecast Mar-22	Forecast Apr-22	Forecast May-22	Forecast Jun-22	Forecast Jul-22	Forecast Aug-22	Forecast Sep-22	Forecast Oct-22
<b>Beginning Operating Cash Balance:</b>	<b>737</b>	737	735	673	813	541	61	949	913	672	485	609	704
<b>Cash Provided/(Used) by Operations:</b>													
<b>Revenues:</b>													
Sewer & Water Service Fees	215	160	150	118	150	150	60	165	89	89	374	374	374
Misc Other Income	-	-	4	-	-	3	-	-	3	3	-	-	5
Placer County Taxes	-	-	-	244	-	-	-	171	-	-	-	-	-
<b>Expenses:</b>													
Operating Expenses	(174)	(159)	(166)	(172)	(172)	(172)	(172)	(172)	(172)	(172)	(150)	(150)	(150)
Sierra Plant - Capital Projects	(10)	(50)	(50)	(50)	(250)	(250)	(250)	(200)	(107)	(107)	(100)	(100)	(100)
<b>Net Cash Provided/(Used) by Operations:</b>	<b>31</b>	(49)	(62)	140	(272)	(269)	(362)	(36)	(187)	(187)	124	124	129
<b>Cash Provided/(Used) for Financing Activities</b>													
CA Bank & Trust - Qrtly Transfers	(33)	(33)	-	-	-	-	-	-	-	-	-	-	-
USDA \$5.2 million Revenue Bond	-	-	-	-	-	(211)	-	-	-	-	-	(29)	-
DSPUD Plant Upgrades & Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Cash Provided/(Used) by Financing Activities:</b>	<b>(33)</b>	(33)	-	-	-	(211)	-	-	-	-	-	(29)	-
<b>Cash Provided/(Used) by Investment Activities</b>													
Moved to Placer Co. Treasurer's Fund	-	-	-	-	-	-	1,250	-	-	-	-	-	-
GASB 45 - OPEB Annual Funding	-	-	-	-	-	-	-	-	(54)	-	-	-	-
<b>Total Cash Provided(Used) by Investment Activities:</b>	<b>-</b>	-	-	-	-	-	1,250	-	(54)	-	-	-	-
<b>Ending OPERATING ACCOUNT Cash Balance:</b>	<b>735</b>	655	673	813	541	61	949	913	672	485	609	704	833

30

SIERRA LAKES COUNTY WATER DISTRICT - FIVE YEAR CASH FLOW PROJECTION

2020/2021 - 2024/2025

in \$000's

	ACTUAL 2020/2021	FORECAST 2021/2022	Forecast 2022/2023	Forecast 2023/2024	Forecast 2024/2025
<b>Beginning <u>OPERATING</u> Cash Balance:</b>	168	752	672	211	44
<b>Cash Provided/(Used) by Operations:</b>					
<b>Revenues:</b>					
Water/Sewer Service Fees	2,077	2,051	2,051	2,053	2,053
PrePaid W/S Service Fees:	286	-	-		
Placer County Tax	482	450	450	400	400
Primary Facilities Fees	67	-	29	29	29
Misc Other Income	-	10	10	10	10
<b>Expenses:</b>					
Operating Expenses	(1,624)	(2,068)	(2,130)	(2,194)	(2,260)
Sierra Plant - Capital Projects	(296)	(1,424)	(1,486)	(952)	(687)
<b>Net Cash Provided/(Used) by Operations:</b>	992	(981)	(1,076)	(654)	(455)
<b>Cash Provided/(Used) for Financing Activities</b>					
CA Bank & Trust Loan Principal & Interest	(100)	(58)	-	-	-
USDA Revenue Bond Loan	(269)	(270)	(270)	(270)	(270)
Refunded WWTP Costs	69	67	-	-	-
DSPUD Cost Sharing		(34)			
<b>Total Cash Provided/(Used) by Financing Activities:</b>	(300)	(295)	(270)	(270)	(270)
<b>Cash Provided(Used) by Investment Activities</b>					
Total Cash Provided(Used) by Investment Activities:	-				
Moved to Placer Co. Treasurer's Fund		1,250	939	811	-
Annual GASB 45 Funding - OPEB - Moved to LAIF	(108)	(54)	(54)	(54)	(54)
<b>Total Cash Provided(Used) by Investment Activities:</b>	(108)	1,196	885	757	(54)
<b>Ending <u>OPERATING</u> Cash Balance:</b>	752	672	211	44	(735)

41  
97

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SIERRA LAKES COUNTY WATER DISTRICT  
LIST OF DISBURSEMENTS REQUIRING BOARD APPROVAL  
December 2021

Vendor	Inv # / Inv Date	Invoice Amount
<u>Paul A. Schultz, P.E. A CA Prof Corp</u>	Invoice # 211201 Date 12/1/2021 For: <u>Nov 2021 Professional Fees &amp; Reimbursements</u>	18,525.00
<u>Anna Nickerson</u>	Inv# 111521 Date 11/15/2021 For: <u>Professional Fees 11/1 to 11/15/21</u>	5,280.00
	Inv# 113021 Date 11/30/2021 For: <u>Professional Fees 11/16 to 11/30/2021</u>	3,784.00
<b>TOTAL ANNA NICKERSON</b>		<b>9,064.00</b>
<u>Kronick Moskovitz Tiedemann &amp; Girard</u>	Inv# 302344 Date 11/9/2021 For: <u>Oct 2021 Legal Fees</u>	6,642.80
<b>TOTAL Kronick Moskovitz Tiedemann &amp; Girard</b>		<b>6,642.80</b>
<u>University of Nevada, Reno</u>	Inv# CI-01-00026277 Date 11/24/2021 For: <u>Contemporary Water Quality</u>	3,116.30
<u>Farr West Engineering</u>	Inv# 16664 Date 12/3/2021 For: <u>Sewer Pump Statopm #4 - Wet Well Replacement</u>	5,010.50
	Inv# 16666 Date 12/3/2021 For: <u>Sewer Gravity Main Replacement</u>	1,650.00
	Inv# 16667 Date 12/3/2021 For: <u>Sewer Forcemain Replacement</u>	2,526.00
	Inv# 16668 Date 12/3/2021 For: <u>Sewer Manhole Replacement &amp; Repair</u>	1,567.50
	Inv# 16665 Date 12/3/2021 For: <u>Sewer Infrastructure Rehab</u>	1,650.00
<b>TOTAL Farr West Engineering</b>		<b>12,404.00</b>
<b>TOTAL INVOICES FOR APPROVAL</b>		<b>49,752.10</b>



**Sierra Lakes County Water District  
Paul A. Schultz, PE  
October 2021 Invoice Detail**

DATE	DESCRIPTION	HOURS
11/01/2021	Prepare General Manager's Report and Board memos for 11/12/21 Board Meeting. Review project status reports from UNR. Get water and sewer flows from Ops. Get sewer flows from DSPUD. Discuss District Engineer position with Matt Van Dyne of Farr-West Engineering (FW). Work with FW to prepare a thumbnail estimate for waterline replacement w/ 15 yr. amortization. Discuss snow removal operation with one resident. Roll out vaccination/testing policy. Send copy of vaccination/testing policy to Placer County Roads Department (tenants). Check B. Lindgren's certifications for offer letter. Check benefits for B. Lundgren's offer letter. Discuss Win911 solutions with Ken Morgan (Great Basin Controls). (9.0 hrs. overall, 5.0 hrs. on-site)	9.0
11/02/2021	Call DSPUD for Ops. report. Discuss Austral Engineering contract for railing and grating design with Jeff Mitchell (Kronick). Letter to Lake Dr. property owner regarding prohibition on landscaping in the strip. Present onboarding/offer letter to B. Lundgren. Switch out One-Ring devices and return the bad one. Get Austral Engineering contract out to Chris Jackson for review/acceptance. Check on PCWA Grant compliance. (8.0 hrs. overall, 6.0 hrs. on-site)	8.0
11/03/2021	Reconcile DSPUD and SLCWD sewer flows for October 2021. Meet and reconnaissance with Sam Steuart (UNR) and Alan Heyvaert (DRI) regarding qualitative BMPs to control sedimentation and pollutant transport into the lakes. (7.0 hrs. overall, 5.0 hrs. on-site)	7.0
11/04/2021	Assist Logically here to deploy software and hardware (various). Troubleshoot One-Ring device. (5.5 hrs. overall, 5.5 hrs. on-site)	6.5
11/05/2021	Discuss DSPUD October operations with J. King and S. Palmer. Finalize Board of Directors' Agenda. Prepare invoice and backup. Prepare Board Report. (7.0 hrs. overall, 5.0 hrs. on-site)	7.0
11/08/2021	Assist Logically here to deploy software and hardware (various). Review P&P + Employee Handbook and Jeff Mitchell's 7/17 email re: same + A. Booher's email from 8/26 + Dir. Heald's comments, Dir. Jackson's comments, Dick Simpson's comments. Call A. Booher's re: P&Ps + his 10/28 email. Call resident regarding UST removal. Meet w/ Dirs. Heald and Harvey District Management. Meet with Ken Morgan (GBC) re: Win911 Solution. Call One-Ring re: Verizon troubleshoot. (7.0 hrs. overall, 5.0 hrs. on-site)	7.0

**Sierra Lakes County Water District  
Paul A. Schultz, PE  
October 2021 Invoice Detail**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
11/10/2021	Meet w/ Dir. Heald, J. Mitchell and A. Nickerson re: Policies and Procedures. Call One-Ring re: Verizon troubleshoot. Further discussions w/ Placer County re; Vaccination /Testing Requirements and implementation. (6.5 hrs. overall, 0.0 hrs. on-site)	6.5
11/11/2021	HOLIDAY	0.0
11/12/2021	Order rack for network computer components. Prep for Board Meeting. Board Meeting. (6.0 hrs. overall, 0.0 hrs. on-site)	6.0
11/15/2021	Finalize Austral Engineering contract. Discuss revenue requirements and waterline replacement cost estimate w/ Matt Van Dyne (FW). Discuss past geotechnical reports with Matt Schultz (FW). Transmit job training subjects for IIPP to A. Booher. Discuss tailgate safety meetings with Utility Ops. Supervisor. Discuss expanding the Utility Ops. Supervisor position into a management position w/ Utility Ops. Supervisor. (6.0 hrs. overall, 6.0 hrs. on-site)	6.0
11/16/2021	Discuss flowmeters at sewer pump stations and existing connections at SPS#3 with Matt Schultz (FW). Deal with stolen water issue at one metered location. Meet w/ Utility Ops. Supervisor re: various items. (6.0 hrs. overall, 4.0 hrs. on-site)	6.0
11/17/2021	Call One-Ring re: Verizon troubleshoot. Verify existence of new petroleum tank (AST) at one location. Coordinate future hardware/software deployments w/ Logically. Review District ordinances for provisions on multiple water and sewer connections (EDUs) on a single parcel. New Flygt pumps installed at SPS#3. (6.0 hrs. overall, 4.0 hrs. on-site)	6.0
11/18/2021	Begin preparation of a list of GM tasks/items to be pushed down to the Utility Ops. Supervisor/Manager. Discuss flowmeters at sewer pump stations and existing connections at SPS#3 with Matt Schultz (FW). Review HDR Metered Rates contract. Meeting w/ former Dir. Simpson. Off-site meeting to discuss expanding the Utility Ops. Supervisor position into a management position w/ Utility Ops. Supervisor. (7.0 hrs. overall, 5.0 hrs. on-site)	7.0

**Sierra Lakes County Water District  
Paul A. Schultz, PE  
October 2021 Invoice Detail**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
11/19/2021	Logically SecureCare Kickoff Meeting and implementation. (3.0 hrs. overall, 3.0 hrs. on-site)	3.0
11/22/2021	Further develop planning level cost estimate for waterline replacements. Further discuss expanding the Utility Ops. Supervisor position into a management position w/ Utility Ops. Supervisor. (6.0 hrs. overall, 5.0 hrs. on-site)	6.0
11/23/2021	Discuss final rollout of vaccination/testing policy with Placer County Roads Department. Review Austral Engineering contract comments and make necessary changes. (5.0 hrs. overall, 0.0 hrs. on-site)	5.0
11/24/2021	Begin preparation of monthly invoice, backup, and General Manager's Report. Schedule inspection of new AST w/ realtor. Final review of Austral Engineering contract and send out for execution. (5.0 hrs. overall, 3.0 hrs. on-site)	5.0
11/25/2021	Thanksgiving Day	0.0
11/26/2021	Day after Thanksgiving	0.0
11/28/2021 Sun.	Continue preparation of monthly General Manager's Report. Plan out balance of month through Dec. Board Meeting. (2.0 hrs. overall, 0.0 hrs. on-site)	2.0
11/29/2021	Continue preparation of monthly General Manager's Report. Visit new AST for a visual inspection. Weekly Covid Testing begins for unvaccinated employees. Get new SLCWD ID Badges for staff. Research new PRV to control overpressure in arsenic filter. (6.0 hrs. overall, 5.0 hrs. on-site)	6.0
11/30/2021	Meet w/ Ken Morgan (GBC) regarding Win911 Soln., new PLC/HMI installation, SCADA backups, SCADA firewall, etc. Start new District ID Badges. Research new PRV to control overpressure in arsenic filter. (6.0 hrs. overall, 5.0 hrs. on-site)	6.0

**ANNA NICKERSON  
FINANCIAL CONSULTANT**

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

anickerson@sonic.net

**INVOICE**

INVOICE NO: 110121  
DATE: November 1, 2021

ACCOUNT NO: 9018 \$ 5,280.00  
CHECK NO: 112421  
CHECK DATE: 11/24/21  
APPROVAL: *[Signature]*

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

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
11/1/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Processed payroll, meter reconciliation, bank recs and customer request.	7.0	\$88.00	\$ 616.00		0.5	3		2	0.5	0.5	0.5			7
11/2/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updates to meter accounts	4.0	\$88.00	\$ 352.00					1.5	0.5	0.5	0.5	1		4
11/3/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Started month end.	3.5	\$88.00	\$ 308.00	0.5		1.5			0.5	0.5	0.5			3.5
11/4/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Worked on month end and board reports	4.0	\$88.00	\$ 352.00			2.5			0.5	0.5	0.5			4
11/5/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Followed up on escrows, worked on month end and prepared board packets	7.0	\$88.00	\$ 616.00		0.5	3			0.5	0.5	0.5		2	7
11/8/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated board packet, updated escrows & issued certifications,	6.0	\$88.00	\$ 528.00		1.5				1	2	0.5		1	6
11/9/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated website and P&P meeting	5.5	\$88.00	\$ 484.00			2			0.5	1	0.5	1	0.5	5.5
11/10/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated meter info, prepared updated Statement of Facts and updated an escrow.	4.0	\$88.00	\$ 352.00		1			1	1	0.5	0.5			4
11/11/2021	Holiday	0.0	\$88.00	\$ -											0
11/12/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated escrows, updated customer accounts, prepared for board meeting and started purging files.	11.0	\$88.00	\$ 968.00	6	0.5	0.5		1	1	0.5	0.5		1	11
11/12/2021	Board Meeting	2.0	\$88.00	\$ 176.00										2	2
11/15/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails.	6.0	\$88.00	\$ 528.00						2.5	1	0.5		2	6
	<b>60.0 TOTALS</b>			<b>\$ 5,280.00</b>	<b>6.5</b>	<b>4.0</b>	<b>12.5</b>	<b>0.0</b>	<b>5.5</b>	<b>8.5</b>	<b>7.5</b>	<b>5.0</b>	<b>2.0</b>	<b>8.5</b>	<b>60.0</b>
					11%	7%	21%	0%	9%	14%	13%	8%	3%	14%	

**ANNA NICKERSON  
FINANCIAL CONSULTANT**

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

anickerson@sonic.net

**INVOICE**

INVOICE NO: 113021  
DATE: November 30, 2021

ACCOUNT NO: 9018 \$ 3,784.00  
CHECK NO: 21670  
CHECK DATE: 12-5-21  
APPROVAL: DRB

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

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
11/16/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Processed payroll and filed.	4.5	\$88.00	\$ 396.00	1		1.5			1	0.5	0.5			4.5
11/17/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Closed escrows and opened new accounts	4.0	\$88.00	\$ 352.00		2			0.5	0.5	0.5	0.5			4
11/18/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated the website and issued escrow certifications	5.5	\$88.00	\$ 484.00		1				1	0.5	0.5	1.5	1	5.5
11/19/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails.	6.0	\$88.00	\$ 528.00						1	0.5	0.5		4	6
11/22/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated website for canceled meeting and special meeting, filed and finished new employee setup/notifications.	7.0	\$88.00	\$ 616.00	2		2			1	0.5	0.5	0.5	0.5	7
11/23/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Worked on minutes & filing	4.0	\$88.00	\$ 352.00	0.5					0.5	0.5	0.5		2	4
11/24/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Finished minutes and opened an escrow	4.0	\$88.00	\$ 352.00		0.5				0.5	0.5	0.5		2	4
11/25/2021	Holiday	0.0	\$88.00	\$ -											0
11/26/2021	Off	0.0	\$88.00	\$ -											0
11/29/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Board Vacancy & applications and setup new accounts	4.0	\$88.00	\$ 352.00		1			1	0.5	1	0.5			4
11/30/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated website, issued escrow certifications.	4.0	\$88.00	\$ 352.00		1				0.5	0.5	0.5	1.5		4
	<b>43.0 TOTALS</b>		<b>\$</b>	<b>3,784.00</b>	<b>3.5</b>	<b>5.5</b>	<b>3.5</b>	<b>0.0</b>	<b>1.5</b>	<b>6.5</b>	<b>5.0</b>	<b>4.5</b>	<b>3.5</b>	<b>9.5</b>	<b>43.0</b>
					8%	13%	8%	0%	3%	15%	12%	10%	8%	22%	



1331 Garden Highway, 2nd Floor  
 Sacramento, CA 95833  
 T | 916.321.4500  
 F | 916.321.4555

PRIVILEGED AND CONFIDENTIAL  
 ATTORNEY-CLIENT COMMUNICATION

Sierra Lakes County Water District  
 P.O. Box 1039  
 Soda Springs, CA 95728

November 9, 2021  
 Invoice 302344

11-12-21A08:12 RCVD

General

Reference # 4210-001

For Professional Services Through 10/25/2021

Previous Balance		4,071.11
Payments		-4,071.11
<b>Balance Forward</b>		<b>0.00</b>
Current Fees	6,610.25	
Current Disbursements	32.55	
<b>Total Current Charges</b>		<b>6,642.80</b>
<b>Total Due</b>		<b>\$6,642.80</b>

\*\*\* DUE UPON RECEIPT \*\*\*

\*\* PLEASE USE INVOICE NUMBER ABOVE WHEN REMITTING PAYMENT \*\*

<b>Aged Accounts Receivable</b>					
	0-30	31-60	61-90	91+	Total Due
Totals	6,642.80	0.00	0.00	0.00	6,642.80

ACCOUNT NO 9012 \$6,642.80  
 CHECK NO. 7798  
 CK DATE 11-24-21  
 APPROVED *[Signature]*



12-06-21A10:18 RCVD

University of Nevada, Reno  
1664 N. Virginia Street  
Reno, NV 89557

Date	November 24, 2021
Invoice Number	CI-01-00026277
From Date	October 1, 2021
To Date	October 31, 2021
Award Number	AWD-01-00003044
Company Tax ID	88-6000024
Award Period	Apr 01, 2021-Jun 01, 2023

<b>SPONSOR</b>	CONTRACT/GRANT/ AGREEMENT/ PO NO	2100694
Sierra Lakes County Water District P.O. Box 1039 Soda Springs, CA 95728 United States of America	PRINCIPAL INVESTIGATOR	Sudeep Chandra
	PROJECT TITLE	Water quality assessment of Serene Lakes and determination of best management practices for improving lake health

Expense Categories	Current Budget	Current Invoice Direct Expenses	Current Invoice Indirect Expenses	Total Current Invoice Expenses	Total Cumulative Expenses to Date
Salaries and Wages	\$56,252.00	\$1,900.00	\$0.00	\$1,900.00	\$12,450.00
Fringe Benefits	\$8,061.00	\$264.10	\$0.00	\$264.10	\$895.17
Travel	\$1,848.00	\$0.00	\$0.00	\$0.00	\$84.73
Materials and Supplies	\$25,512.00	\$0.00	\$0.00	\$0.00	\$14,908.20
Services	\$125.00	\$0.00	\$0.00	\$0.00	\$125.00
Sub-awards	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Tuition Remission	\$7,597.00	\$0.00	\$0.00	\$0.00	\$1,952.15
Facilities and Administration	\$51,391.00	\$0.00	\$952.20	\$952.20	\$12,523.77
<b>Totals</b>	<b>\$180,786.00</b>	<b>\$2,164.10</b>	<b>\$952.20</b>	<b>\$3,116.30</b>	<b>\$42,939.02</b>

**Amount Requested**  
Total Amount Outstanding (Including the  
amount requested on this invoice)

<b>\$3,116.30</b>
\$8,184.75

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Wendy J. Horton  
Digitally signed by Wendy J. Horton  
Date: 2021.11.24 12:30:06 -08'00'  
Authorized Certifying Official Signature

November 24, 2021  
Date

Wendy Horton, Asst. Grants Manager  
Print Name

Mail check to:  
University of Nevada, Reno  
Attn: Controller's Office MS0124  
1664 N. Virginia Street  
Reno, NV 89557-0025  
United States of America

Make checks payable to:  
Board of Regents, Nevada System of Higher Education

\* Please return invoice copy with check \*

ACCOUNT NO 9826 \* 3,116.30  
CHECK NO.  
CK DATE  
APPROVED



**NSHE**

Award Budget to Actuals by Ledger Account -  
FIN - CR (NSHE) - REVISED

10:41 AM  
11/24/2021  
Page 1 of 1

Effective as of Date: 11/24/2021

Company: University of Nevada, Reno

Period: FY 2022 - 04 October

Award: AWD-01-00003044: Water quality assessment of Serene Lakes and deter 04/01/2021 (version 0)

Ledger Account Summary	Current Budget	Current Period Actuals	LTD Actuals.	Total Encumbrance	Total Expenses.	Remaining Budget
Ledger Accounts						
Professional Salary	\$9,752.00	0.00	0.00	0.00	0.00	\$9,752.00
Graduate Salary	\$39,900.00	\$1,900.00	\$5,700.00	\$15,200.00	\$20,900.00	\$19,000.00
Hourly Wage	\$6,600.00	0.00	\$6,750.00	0.00	\$6,750.00	-\$150.00
Fringe Benefit Expense	\$8,061.00	\$264.10	\$895.17	\$2,112.80	\$3,007.97	\$5,053.03
<b>Total Personnel Expenses</b>	<b>\$64,313.00</b>	<b>\$2,164.10</b>	<b>\$13,345.17</b>	<b>\$17,312.80</b>	<b>\$30,657.97</b>	<b>\$33,655.03</b>
Travel Expenses	\$1,848.00	0.00	\$84.73	0.00	\$84.73	\$1,763.27
Materials and Supplies	\$25,512.00	0.00	\$14,908.20	\$0.00	\$14,908.20	\$10,603.80
Services	\$125.00	0.00	\$125.00	0.00	\$125.00	\$0.00
Sub-Awards	\$30,000.00	0.00	0.00	\$30,000.00	\$30,000.00	\$0.00
Tuition and Fees Expense	\$7,597.00	0.00	\$1,952.15	0.00	\$1,952.15	\$5,644.85
<b>Total Other Direct Expenses</b>	<b>\$65,082.00</b>	<b>0.00</b>	<b>\$17,070.08</b>	<b>\$30,000.00</b>	<b>\$47,070.08</b>	<b>\$18,011.92</b>
<b>Total Direct Expenses</b>	<b>\$129,395.00</b>	<b>\$2,164.10</b>	<b>\$30,415.25</b>	<b>\$47,312.80</b>	<b>\$77,728.05</b>	<b>\$51,666.95</b>
Facilities & Administrations	\$51,391.00	\$952.20	\$12,523.77	0.00	\$12,523.77	\$38,867.23
<b>Total Direct and Indirect Expenses</b>	<b>\$180,786.00</b>	<b>\$3,116.30</b>	<b>\$42,939.02</b>	<b>\$47,312.80</b>	<b>\$90,251.82</b>	<b>\$90,534.18</b>



NSHE

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11/24/2021  
Page 1 of 1

Grant	Accounting Date	Budget Date	Ledger Account	Budget Ledger Account Summary	Debit	Credit	Journal	Journal Source	Operational Transaction	Supplier as Worktag	Spend Category as Worktag	Worker for Billable Transaction	Cost Center	Unit	Fund	Function	Memo
GR12779 Serene Lakes	10/31/2021	11/01/2021	5400:Graduate Assistant Base Pay	Parent Account Set: Graduate Salary	1,900.00	0.00	Operational Accounting Detail: University of Nevada, Reno - 10/31/2021	Payroll Actual Accrual	2021 10 31 - Regular - Complete		SC0635 - Base Pay	Sam Steuart	CC0577 Biology	UNR33 College of Science	FD503 Grants and Contracts-Other	FN20 Research	
GR12779 Serene Lakes	10/31/2021	11/01/2021	5900:Fringe Rate Calculated Expense	Parent Account Set: Fringe Benefit Expense	264.10	0.00	Operational Accounting Detail: University of Nevada, Reno - 10/31/2021	Fringe Benefit	Fringe Benefit Actual - (P0171805 Graduate Research Assistant)			Sam Steuart	CC0577 Biology	UNR33 College of Science	FD503 Grants and Contracts-Other	FN20 Research	

# FARR WEST ENGINEERING

5510 LONGLEY LANE  
RENO, NEVADA 89511  
PHONE: (775) 851-4788  
billing@farrwestengineering.com

SIERRA LAKES COUNTY WATER DISTRICT  
PAUL SCHULTZ  
PO BOX 1039  
SODA SPRINGS, CA 95728-1039

Invoice number 16664  
Date 12/03/2021  
Project R4653-2036 SLCWD - SEWER PUMP  
STATION #4 WET WELL REPLACEMENT

Period 10/30/21 to 11/26/21

## Sewer Pump Station #4 Wet Well Replacement

Description of Services: Design; Preparation of drawings, specifications, and cost estimate for 60% submittal; and Owner Directed Services to provide cost for water system rehabilitation.

### Professional Services

	Hours	Rate	Billed Amount
Deidre Blanton	0.50	80.00	40.00
Larissa Vallarino	14.75	110.00	1,622.50
Matthew Schultz	19.00	140.00	2,660.00
Matthew Van Dyne	4.00	172.00	688.00
<b>Professional Services subtotal</b>	<b>38.25</b>		<b>5,010.50</b>
		<b>Invoice total</b>	<b>5,010.50</b>

### Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Task 1.0 - Project Management	9,576.00	2,420.00	2,787.00	5,207.00	4,369.00
Task 2.0 - Survey and Mapping	6,200.00	0.00	3,685.00	3,685.00	2,515.00
Task 3.0 - Design	33,286.00	1,880.50	6,843.50	8,724.00	24,562.00
Task 4.0 - Bidding Assistance	6,579.00	0.00	0.00	0.00	6,579.00
Task 5.0 - Construction Administration	18,825.00	0.00	0.00	0.00	18,825.00
Task 6.0 - Construction Observation	31,050.00	0.00	0.00	0.00	31,050.00
Task 7.0 - Owner Directed Services	10,552.00	710.00	0.00	710.00	9,842.00
<b>Total</b>	<b>116,068.00</b>	<b>5,010.50</b>	<b>13,315.50</b>	<b>18,326.00</b>	<b>97,742.00</b>

ACCOUNT NO 3104 \$5010.50  
CHECK NO.  
CK DATE

APPROVED *Pavel*

# FARR WEST ENGINEERING

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RENO, NEVADA 89511  
PHONE: (775) 851-4788  
billing@farrwestengineering.com

SIERRA LAKES COUNTY WATER DISTRICT  
PAUL SCHULTZ  
PO BOX 1039  
SODA SPRINGS, CA 95728-1039

Invoice number 16666  
Date 12/03/2021

Project R4653-2090 SLCWD - SEWER GRAVITY  
MAIN REPLACEMENT

Period 10/30/21 to 11/26/21

## Sewer Gravity Main Replacement

Description of Services: Design; Preparation of drawings, specifications, and cost estimate for 60% submittal.

### Professional Services

	Hours	Rate	Billed Amount
Larissa Vallarino	15.00	110.00	1,650.00
Invoice total			<b>1,650.00</b>

### Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Task 1.0 - Project Management	3,196.00	0.00	1,547.00	1,547.00	1,649.00
Task 2.0 - Survey and Mapping	6,530.00	0.00	4,615.25	4,615.25	1,914.75
Task 3.0 - Design	17,944.00	1,650.00	11,116.75	12,766.75	5,177.25
Task 4.0 - Bidding Assistance	4,564.00	0.00	0.00	0.00	4,564.00
Task 5.0 - Construction Administration	11,158.00	0.00	0.00	0.00	11,158.00
Task 6.0 - Construction Observation	19,800.00	0.00	0.00	0.00	19,800.00
Task 7.0 - Owner Directed Services	6,319.00	0.00	0.00	0.00	6,319.00
<b>Total</b>	<b>69,511.00</b>	<b>1,650.00</b>	<b>17,279.00</b>	<b>18,929.00</b>	<b>50,582.00</b>

ACCOUNT NO 3101 \$ 1650.00  
CHECK NO.  
CK DATE  
APPROVED *Paul*

# FARR WEST ENGINEERING

5510 LONGLEY LANE  
RENO, NEVADA 89511  
PHONE: (775) 851-4788  
billing@farrwestengineering.com

SIERRA LAKES COUNTY WATER DISTRICT  
PAUL SCHULTZ  
PO BOX 1039  
SODA SPRINGS, CA 95728-1039

Invoice number 16667  
Date 12/03/2021

Project R4653-2091 SLCWD - SEWER FORCE  
MAIN REPLACEMENT

Period 10/30/21 to 11/26/21

Sewer Force Main Replacement

Description of Services: Design; Preparation of drawings, specifications, and cost estimate for 60% submittal.

### Professional Services

	Hours	Rate	Billed Amount
Deidre Blanton	0.50	80.00	40.00
Gregory Lyman	5.50	172.00	946.00
Larissa Vallarino	14.00	110.00	1,540.00
Professional Services subtotal	20.00		2,526.00
Invoice total			<b>2,526.00</b>

### Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Task 1.0 - Project Management	9,576.00	40.00	5,539.75	5,579.75	3,996.25
Task 2.0 - Survey and Mapping	7,800.00	0.00	7,375.00	7,375.00	425.00
Task 3.0 - Design	28,012.00	2,486.00	5,427.25	7,913.25	20,098.75
Task 4.0 - Bidding Assistance	4,791.00	0.00	0.00	0.00	4,791.00
Task 5.0 - Construction Administration	19,329.00	0.00	0.00	0.00	19,329.00
Task 6.0 - Construction Observation	41,400.00	0.00	0.00	0.00	41,400.00
Task 7.0 - Owner Directed Services	11,091.00	0.00	0.00	0.00	11,091.00
<b>Total</b>	<b>121,999.00</b>	<b>2,526.00</b>	<b>18,342.00</b>	<b>20,868.00</b>	<b>101,131.00</b>

ACCOUNT NO 3101 \$2,526.00  
CHECK NO.  
CK DATE  
APPROVED *Paul*

# FARR WEST ENGINEERING

5510 LONGLEY LANE  
RENO, NEVADA 89511  
PHONE: (775) 851-4788  
billing@farrwestengineering.com

SIERRA LAKES COUNTY WATER DISTRICT  
PAUL SCHULTZ  
PO BOX 1039  
SODA SPRINGS, CA 95728-1039

Invoice number 16668  
Date 12/03/2021

Project R4653-2092 SLCWD - SEWER MANHOLE  
REPLACEMENT AND REPAIR

Period 10/30/21 to 11/26/21

Sewer Manhole Replacement and Repair

Description of Services: Design; Preparation of drawings, specifications, and cost estimate for 60% submittal.

### Professional Services

	Hours	Rate	Billed Amount
Larissa Vallarino	14.25	110.00	1,567.50
Invoice total			<b>1,567.50</b>

### Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Task 1.0 - Project Management	4,090.00	0.00	2,030.00	2,030.00	2,060.00
Task 2.0 - Survey and Mapping	6,140.00	0.00	5,072.75	5,072.75	1,067.25
Task 3.0 - Design	9,512.00	1,567.50	7,022.00	8,589.50	922.50
Task 4.0 - Bidding Assistance	2,940.00	0.00	0.00	0.00	2,940.00
Task 5.0 - Construction Administration	8,809.00	0.00	0.00	0.00	8,809.00
Task 6.0 - Construction Observation	7,920.00	0.00	0.00	0.00	7,920.00
Task 7.0 - Owner Directed Services	3,941.00	0.00	0.00	0.00	3,941.00
<b>Total</b>	<b>43,352.00</b>	<b>1,567.50</b>	<b>14,124.75</b>	<b>15,692.25</b>	<b>27,659.75</b>

ACCOUNT NO 3103 \$ 1567.50  
CHECK NO.  
CK DATE

APPROVED *Pace*

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**FARR WEST**  
**ENGINEERING**

5510 LONGLEY LANE  
RENO, NEVADA 89511  
PHONE: (775) 851-4788  
billing@farrwestengineering.com

SIERRA LAKES COUNTY WATER DISTRICT  
PAUL SCHULTZ  
PO BOX 1039  
SODA SPRINGS, CA 95728-1039

Invoice number 16665  
Date 12/03/2021  
Project R4653-2089 SLCWD - SEWER  
INFRASTRUCTURE REHAB

Period 10/30/21 to 11/26/21

Sewer Infrastructure Rehab

Description of Services: Design; Preparation of drawings, specifications, and cost estimate for 60% submittal.

Professional Services

	Hours	Rate	Billed Amount
Larissa Vallarino	15.00	110.00	1,650.00
		Invoice total	<b>1,650.00</b>

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Task 1.0 - Project Management	4,090.00	0.00	2,038.00	2,038.00	2,052.00
Task 2.0 - Design	10,032.00	1,650.00	7,523.25	9,173.25	858.75
Task 3.0 - Bidding Assistance	2,940.00	0.00	0.00	0.00	2,940.00
Task 4.0 - Construction Administration	9,077.00	0.00	0.00	0.00	9,077.00
Task 5.0 - Construction Observation	5,280.00	0.00	0.00	0.00	5,280.00
Task 6.0 - Owner Directed Services	3,142.00	0.00	0.00	0.00	3,142.00
<b>Total</b>	<b>34,561.00</b>	<b>1,650.00</b>	<b>9,561.25</b>	<b>11,211.25</b>	<b>23,349.75</b>

ACCOUNT NO 3104 \$ 1650.00  
CHECK NO.  
CK DATE

APPROVED *Paul*

**Sierra Lakes County Water District  
Code of Ordinances  
Chapter 1 General**

DIVISION II ADMINISTRATION

Section 2.01 Regular Meetings. The regular meeting of the Board of Directors of the Sierra Lakes County Water District shall be held on the second Friday of each and every calendar month at a time set by the Board.

Section 2.02 Special Meetings. Special meetings of the Board shall be held upon call of the President of the Board, or of a majority of the members thereof, in accordance with the provisions of Government Code section 54956 and other applicable provisions of the Ralph M. Brown Act (Government Code §54950, et seq.).

Section 2.03 Meeting Place. All regular and special meetings of the Board, unless adjourned to or fixed for another place of meeting in a notice to be given thereof, or unless prevented by flood, fire or other disaster, shall be held at the District office.

Section 2.04 Holidays. In the event that any day fixed for a regular meeting of the Board shall fall upon a holiday, then the meeting appointed for such day shall be held on the next day which may not be a holiday, at the same hour specified for the meeting to be held, or at such other date and time as the Board may determine.

Section 2.05 Rules of Proceedings.

- (a) Public Meetings. All sessions of the Board, whether regular or special, shall be open to the public, except as otherwise may be permitted by law.
- (b) Quorum. A majority of the members of the Board shall be present at the meeting to constitute a quorum for the transaction of business.
- (c) Adjournment. When a meeting may not be opened, or further action may not be had at a regularly opened meeting, for want of a quorum, said meeting may be adjourned to a day and hour specified by the Board Members in attendance, and notice of such adjournment shall be given for the time and in the manner provided for calling special meetings, except that the purpose of the adjourned meeting need not be stated unless otherwise required by law.
- (d) Method of Action. The Board shall act only by ordinance, resolution or motion, which, to become effective, shall receive the affirmative vote of a majority of the quorum of the Board. All members of the Board present, including the President, shall be entitled to vote on all matters to come before the Board, unless disqualified by a conflict of interest.
- (e) Recording Vote. Except where action shall be taken by the unanimous vote of all members present and voting, the ayes and noes shall be taken on all actions.
- (f) Ordinances. The enacting clause of all ordinances passed by the Board shall be in these words: "Be it ordained by the Board of Directors of the Sierra Lakes County Water District, Placer County, California, as follows:" All ordinances of the Board shall be signed by the President or the Vice-President when the President is absent, and attested by the Secretary.
- (g) Contracts. Unless otherwise directed and authorized by the Board, all contracts on behalf of the District shall be signed by the President or the Vice-

**Sierra Lakes County Water District**  
**Code of Ordinances**  
**Chapter 1 General**

President when the President is absent after having been authorized so to do by action of the Board.

- (h) Officers. The Board shall hold a yearly election for the offices of President and Vice-President.
- (i) Secretary. The Board shall appoint a Secretary in accordance with California Water Code § 30017.
- (j) General Manager. The Board shall appoint a General Manger in accordance with California Water Code § 30541.

Section 2.06 Mailing Address. The official mailing address of the District is hereby established as P.O. Box 1039, Soda Springs, California, 95728-1039.

Section 2.07 Official Seal. An official seal shall be, and the same is hereby adopted for the District, to consist of an impression made with a seal press, the inscription of which shall be the following:

SIERRA LAKES COUNTY WATER DISTRICT, PLACER COUNTY  
CALIFORNIA, INCORPORATED MARCH 7, 1961. (SEAL)

Section 2.08 Manager - Duties. The Manager shall regularly inspect all property and water and sewer facilities to see that they are in good repair and proper working order and to note violations of any rules, regulations and ordinances of the District.

Section 2.09 Manager - Violations, Repairs.

- (a) The Manager shall promptly report any violation or disrepair of District property or facilities to the Board. If the work required is in the nature of an emergency, he shall take whatever steps are necessary to maintain service to customers pending action by the Board.
- (b) The Manager shall enforce the provisions of the Code and the provisions of state law which affect the property of the District and the safety and protection of persons thereon.
- (c) In accordance with the provisions of Water Code Section 30547, the Board hereby establishes the position of District Security Officer(s). The Security Officer(s) position(s) shall, if authorized and funded by the Board, be reflected in the annual budget as adopted by the Board. In accordance with Penal Code Section 830.34, the Security Officer(s) shall be peace officer(s) whose primary duty shall be the protection of the properties of the District and the protection of the persons thereon.
- (d) When one or more Security Officer positions are authorized and funded by the Board, the Manager may hire and appoint an employee to serve as Security Officer, which person(s) shall comply with the requirements under the Penal Code for Peace Officer Standards and Training. The District shall adhere to the standards for recruitment and training of peace officers established by the Commission on Peace Office Standards and Training, pursuant to Title 4 of Part 4 of the California Penal Code.

## MEMORANDUM

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Proposed Engineering Services  
Board Agenda Item VIII.B  
**Date:** December 4, 2021

### Introduction

The floor grating at the water plant and the safety railings on top of the office water tank and on the administration building fire escape are damaged and pose an avoidable safety hazard. The General Manager has negotiated a design contract with Austral Engineering in Reno, NV in the amount of \$10,500.00 for the design and preparation of construction documents and technical bidding requirements for the repair of these deficiencies. The contract has been reviewed and approved as to form by District Counsel. A copy of the contract follows this memorandum.

### Recommendation

Approve the proposed engineering project contract with Austral Engineering for the described services and authorize the General Manager to execute the contract on the District's behalf.

Attachments:

1. Engineering Services Agreement with Austral Engineering.

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 20\_\_, by and between SIERRA LAKES COUNTY WATER DISTRICT ("District"), and Austral Engineering ("Consultant").

WITNESSETH:

WHEREAS, District desires a consultant to prepare the design, perform construction administration, and construction inspection for floor grating, stair, and tank safety railing at the District's Filter Plant, Office Water Tank, and Administration Building.

WHEREAS, Consultant has presented a proposal for such services to District, dated October 5, 2021, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the attached **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of District. Consultant shall have no power or authority by this Contract to bind District in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

### 2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by **District**, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "B."**

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. District Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a mutually agreed upon period and in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### **3. COMPENSATION:**

A. Consultant shall be paid monthly for the actual fees, costs and expenses, but in no event shall total compensation exceed ten-thousand five hundred dollars(\$10,500.00), without District's prior written approval. Consultant's fees shall be as specified in the Fee Arrangement, which is attached hereto and incorporated as part of **Exhibit "A"**.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks during the previous month. Consultant shall furnish District with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of District's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of District, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

### **4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than ten calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. District may temporarily suspend this Contract, at no additional cost to District, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If District gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to District for damages sustained by District by virtue of any breach of this Contract by Consultant, and District may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due District from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, District shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

**7. PROPERTY OF District:**

A. It is mutually agreed that all materials prepared by Consultant under this Contract shall become the property of District, and Consultant shall have no property right therein whatsoever. Immediately upon termination, District shall be entitled to, and Consultant shall deliver to District, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to District which is in Consultant's possession.

B. The reuse of any of the materials or documents described in Paragraph 7.A by District on any other project without the written permission of Consultant, shall be at District's sole risk and District agrees to defend, indemnify and hold harmless Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by District or by others acting through District. Consultant is not responsible and liability is waived by District as against Consultant for use by District or any other person of any data, reports, plans or drawings not signed by Consultant.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be District's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist District in providing the same.

B. Consultant warrants to District that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent Consultant before District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of District, is no longer employed by Consultant, or is replaced with the written approval of District, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to District for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, District may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of District, which will not be unreasonably withheld. Consultant shall be as fully responsible to District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of District which will not be unreasonably withheld. However, claims for money due or to become due Consultant from District under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to District.

**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by District's conflict of interest code in accordance with the category designated by District, unless District Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by District code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with District conflict of interest code if, at any time after the execution of this Contract, District determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by District.

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of District, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall protect, hold free and harmless, defend and indemnify District, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its employees or anyone else employed by Consultant in the performance of professional design services under this Contract, to the extent of Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, Consultant shall protect, hold free and harmless, defend and indemnify District, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with Consultant's, or its subcontractors' or suppliers', performance under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of Consultant in any action on the Contract pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of Consultant or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of District.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California). Consultant shall furnish

Contract for Services  
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District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contact.

B. Commercial General Liability Insurance. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000 general and products/completed operations aggregates.

The commercial general liability insurance shall also include the following:

1. Endorsement at least as broad as ISO CG 10 10 01 naming District, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to District, its officers, officials, employees or volunteers.

2. Endorsement at least as broad as ISO CG 20 01 04 13 stating that insurance provided to District shall be primary with respect to District, its officers, officials, and employees, and that any insurance or self-insurance maintained by District, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

3. Provision or endorsement stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Provision or endorsement stating that coverage shall not be canceled, except with notice to District thirty (30) days' in advance of a Notice of Cancellation of Insurance Coverage, with ten (10) days' in advance of Notice for Non-Payment.

C. Worker's Compensation. Insurance to protect Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. Consultant shall execute a certificate in compliance with Labor Code Section 1861. Consultant shall provide a Waiver of Subrogation endorsement in favor of District, its officers, officials, employees, agents and volunteers for losses arising from work performed by Consultant.

D. Commercial Automobile Insurance.

1. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per accident.

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2. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy.

E. Professional Liability Insurance. Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contact and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contact. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim, and \$2,000,000 policy aggregate. The Professional Liability Policy shall include the endorsement described in Section 16.B.4.

F. Additional Requirements.

1. In addition to any other remedy District may have, if Consultant fails to maintain the insurance coverage as required in this Section, District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and District may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contact.

2. No policy required by this Contact shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to District.

3. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, District.

4. The requirement as to types, limits, and District's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contact.

5. If the policy at issue is a claims made policy:

a. The Retroactive Date must be shown and must be before the date of this Contact;

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Contact.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this Contact, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Contact.

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

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Insert Contractors Name here  
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**17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

District: Sierra Lakes County Water District  
Attn: General Manager  
PO BOX 1039  
Soda Springs, CA 95728

Consultant: Austral Engineering  
Attn: Chris Jackson, PE  
2439 Cartwright Road  
Reno, NV 89512

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie.

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H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

SIERRA LAKES  
COUNTY WATER DISTRICT

By: \_\_\_\_\_  
Paul A. Schultz, General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey Mitchell, General Counsel

CONSULTANT

By: \_\_\_\_\_  
Title:

EXHIBIT A

Consultant Proposal/Scope of Work

beginning on following this sheet



October 5, 2021

Estimate Reference No. 21-004

Attn: Paul A Schultz  
General Manager  
Sierra Lakes County Water District (SLCWD)  
[pshultz@slcwd.org](mailto:pshultz@slcwd.org)  
(530) 426-7800

Re: DTDS Job Number Reference: 21116  
Sierra Lakes Clarifier and Filter Facility  
7305 Short Road  
Soda Springs, CA  
Grate Replacement, Stair, and Railing Design

Mr. Shultz:

Austral Engineering, Inc. (AEI) is pleased to submit our bid proposal to you for the design, construction administration, and construction inspection of the floor grate, stair, and tank safety railing design at the above referenced project:

Our proposal is based on the following information and documents:

- Clarifier and Filter Addition (dragged) 2, prepared by Eco Logic dated December 2002.
- Clarifier and Filter Addition (dragged) 3 prepared by Eco Logic, dated December 2002.

Should any discrepancy between this proposal and other bid documents arise, the language in this proposal shall govern.

**Scope of Services:**

**Scopes 1-3:**

1. Site Assessment and Schematic Design: This will include the following.
  - a. Create a schematic working plan view and layout for review and design development.
    - i. This assumes the site assessment for all scopes shall be done in one site visit.
2. Produce 100% DD (Design Development) Drawing Set. The intent of this set of drawings is to go through every detail to get SLCWD final design notes. This step will include the following work items:
  - a. Complete structural feasibility calculations to check basic spans and capacities for proposed members to ensure they architecturally fit in the structure based on our previous discussions and schematic concepts.
  - b. Produce an updated set of drawings incorporating the comments on the plan views, elevations, and sections. This drawing set will include preliminary construction details.
  - c. This set of plans should be provided to any contractors the Owner plans to use for construction to receive their comments to be incorporated in the next set of plans.
3. Produce 50% CD (Construction Documents) Drawing Set. Any additional comments by SLCWD will be incorporated into this set. This step will include the following work items:
  - a. Complete all structural calculations and formalize the calculation package to be submitted.
  - b. Produce the drawing set to be submitted including all final details and cover sheet. This set will be provided in a full-size print (24x36) for SLCWD comments.
4. Produce 90% CD Drawing Set. This set will incorporate any final comments. This will include the following work items.



- a. Produce 4 Sets of wet stamped (by California Registered Civil Engineer) final calculation packages.
- b. Produce 4 Sets of wet stamped final drawing packages.
- c. Submit plans and calculation package to SLCWD.
5. Produce 100% CD Document Set. This set will incorporate any comments from the reviewing body. This will include the following work items:
  - a. Respond to reviewing body comments and update design package accordingly. We are assuming 1 round of review comments. Comments from all parties (structural, geotechnical, etc...) shall be presented in one comment matrix. Additional comment responses will be billed at the hourly rates presented at the end of this proposal.
  - b. Produce final approved design documents.
6. All construction administration (RFI responses, inspections, and items not presented in the above scope of services) shall be billed at the hourly rates presented at the end of this proposal.

#### **Project #1: Floor Grate Replacement Deliverables**

Our deliverables consist of the following:

1. Schematic Conceptual Design.
2. 100% DDs for distribution to SLCWD. Deliverable will consist of a single set of drawings distributed as a PDF via email.
3. 50% CDs distributed to SLCWD. Deliverable will consist of a single set of drawings distributed as a PDF via email and a single set of 24"x36" drawings for markup.
4. 90% CDs and supporting calculations for permit submittal. Deliverable will include PDFs by email, up to 4 full sized sets of plotted, wet stamped drawings (24"x36"), and up to 4 sets of bound, wet stamped calculations.
5. 100% CDs for Construction, after the permitting phase. Deliverable will consist of a single set of drawings distributed as a PDF via email.

#### **Project #2: Stair Replacement Deliverables**

Our deliverables consist of the following:

1. Schematic Conceptual Design.
2. 100% DDs for distribution to SLCWD. Deliverable will consist of a single set of drawings distributed as a PDF via email.
3. 50% CDs distributed to SLCWD. Deliverable will consist of a single set of drawings distributed as a PDF via email and a single set of 24"x36" drawings for markup.
4. 90% CDs and supporting calculations for permit submittal. Deliverable will include PDFs by email, up to 4 full sized sets of plotted, wet stamped drawings (24"x36"), and up to 4 sets of bound, wet stamped calculations.
5. 100% CDs for Construction, after the permitting phase. Deliverable will consist of a single set of drawings distributed as a PDF via email.

#### **Project #3: Tank Safety Railing Replacement Deliverables**

Our deliverables consist of the following:

1. Schematic Conceptual Design.
2. 100% DDs for distribution to SLCWD. Deliverable will consist of a single set of drawings distributed as a PDF via email.
3. 50% CDs distributed to SLCWD. Deliverable will consist of a single set of drawings distributed as a PDF via email and a single set of 24"x36" drawings for markup.



4. 90% CDs and supporting calculations for permit submittal. Deliverable will include PDFs by email, up to 4 full sized sets of plotted, wet stamped drawings (24"x36"), and up to 4 sets of bound, wet stamped calculations.
5. 100% CDs for Construction, after the permitting phase. Deliverable will consist of a single set of drawings distributed as a PDF via email.

**Assumptions and Exclusions:**

The scope of services is based on the following assumptions and exclusions:

1. Submission of plans and calculation for permit shall be by others.
2. All permit and application fees will be paid by others.
3. All information provided to us is complete and accurate, and we may fully rely on such information in performing our services.
4. Excludes all work related to other consultants.
5. Structural Engineering (S.E.) stamps are excluded.
6. SLCWD agrees to allow safe and secure access to AEI employees at normal project working hours. AEI will schedule these times with SLCWD in advance of these site visits.
  - a. Site visits assume no hazardous waste is present at the site. Additional PPE required to enter the job site shall either provided by SLCWD or the costs reimbursed.
7. Schedule of delivery will be according to a mutually agreed to schedule.
8. Costs of print production of design documents and postage above those presented in the scope of services. (Shall be billed to SLCWD at cost)
9. All work that is not specifically mentioned in the above scopes of work is excluded.
10. Any site-specific training if required. (Shall billed at the hourly rates provided at the back of this proposal.)

**Fee Arrangement:**

Our fee arrangement will be fixed for items A, B and C and will be billed upon delivery of the 100%DD sets design documents. Hourly billings for any work outside of the above Scope of Services shall be according to the rates presented at the end of the proposal. Work outside of scope will be billed monthly and payment is NET 10 days.

**Project Fixed Costs**

Item	Description	Qty	Unit	Unit Rate	Total
A	Grate Replacement	1	LS	\$ 3,200.00	\$ 3,200.00
B	Stair Replacement	1	LS	\$ 4,100.00	\$ 4,100.00
C	Tank Safety Railing	1	LS	\$ 3,200.00	\$ 3,200.00
					\$ 10,500.00

This proposal is valid for 30 days from date of proposal.

Sincerely,

Chris Jackson, P.E  
Principal Engineer



## GENERAL CONDITIONS

The term Client in the below terms and conditions shall mean Sierra Lakes County Water District (SLCWD).

### 1. Scope of work

Engineering services include structural designs, consulting, evaluations, research, and preparation of reports only.

### 2. Instruments of Service

All reports, plans, specifications, field data, calculations, tracings, hand or computer-generated drawings, special masters, and other documents, including all documents and files on electronic media, prepared by Austral Engineering, Inc. (AEI) pursuant to this Agreement are instruments of professional service intended for one-time use in conjunction with the Project. They are and shall remain the property of AEI. Any modification or reuse without the written approval by AEI is prohibited.

### 3. Standard of Care

AEI services are performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession under similar circumstances at the time the services are performed in the locality of the project. No warranty or representation, either expressed or implied, is included or intended in AEI's proposals, contracts, designs, documents, opinions, or reports. AEI shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, and laws in effect as of the date of execution of this Agreement.

### 4. Defects in Service

The Client shall promptly report to AEI any defects or suspected defects in AEI's work or services of which the Client becomes aware, so that AEI may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all Contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's Contractors or subcontractors to notify AEI, shall relieve AEI of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

### 5. Opinions of Probable Construction Cost

AEI's opinions of probable construction costs represent AEI's best judgment as professionals generally familiar with the construction industry. However, since AEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market or negotiating conditions, AEI cannot and does not warrant or represent that proposals, bids or actual construction cost will not vary from provided opinions of probable construction cost. AEI will consider design work required to align Contractor bid prices with the Client's Project budget as extra services.

### 6. Betterment

If, due to AEI's error, any required item or component of the Project is omitted from AEI's construction documents, AEI shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will AEI be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

### 7. Risk Allocation

In recognition of the relative risks, rewards and benefits of the Project to both the Client and AEI, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, AEI's total liability to the Client, and anyone claiming by, under, or through the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this Agreement and the performance thereunder, from any cause or causes, shall not exceed the total amount of \$40,000 or the amount of compensation paid to AEI under this Agreement (whichever

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is greater). Such claims and causes include but are not limited to AEI's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Further, the Client agrees to notify any Contractor or sub-contractor who may perform work in connection with any design, report, or study prepared by AEI of such limitation of liability for design defects, errors, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against AEI.

In the event the Client makes a claim against AEI, at law or otherwise, for any alleged error, omission or other act arising out of the performance of professional services, and the Client fails to prove such claim, then the Client shall pay all costs incurred by AEI in defending itself against the claim.

#### 8. Indemnification

The Client waives any claim against AEI, and shall defend, indemnify and hold harmless AEI, AEI's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with AEI's services under this Agreement, except where such claim or liability is caused by the sole negligence or willful misconduct of AEI.

The Client also shall defend, indemnify, and hold harmless AEI, AEI's officers, directors, principals, partners, employees, and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client.

Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by AEI's sole or gross negligence or AEI's willful misconduct.

#### 9. Information Provided by Client

AEI shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to AEI such information as is available to the Client and the Client's consultants and contractors, and AEI shall be entitled to rely upon the accuracy and the completeness thereof.

The Client recognizes that it is impossible for AEI to assure the accuracy of such information, either because it is impossible to verify, because of defects in or unknown changes to the original or subsequent construction, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client shall defend, indemnify, and hold harmless AEI, AEI's officers, directors, principals, partners, employees, and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with errors, omissions or inaccuracies in documents or other information provided by the Client to AEI.

#### 10. Hidden Conditions

When advised or requested by AEI, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the Client. Client shall pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition.

If (1) the Client fails to authorize such investigation or correction after due notification, or (2) AEI has no knowledge that such a condition exists, the Client shall be responsible for all risks associated with this condition, and AEI shall not be responsible for the existing condition, nor any resulting damages to persons or property.



#### 11. Additional Services

Unless otherwise provided for elsewhere in the Agreement, where services beyond those agreed upon by AEI are required or desired, and such additional services are not caused by AEI's negligence, AEI and Client agree to negotiate in good faith the terms upon which such additional services are to be provided. AEI has no obligation to perform such additional services in the absence of an agreement related thereto.

#### 12. Toxic and Hazardous Substances

AEI and its subconsultants and agents shall have no responsibility for the discovery, presence, handling, removal of or exposure of persons to hazardous materials in any form at the Project site including, but not limited to asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances.

In the event that AEI or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of AEI's services, AEI may, at its option and without liability for consequential or any other damages, suspend services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

The Client also shall defend, indemnify, and hold harmless AEI, AEI's officers, directors, principals, partners, employees, and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries, or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the presence, discharge, release or escape of asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances at or in the vicinity of the job site.

#### 13. Peer Review Services

Where the Client employs AEI for peer review services, it shall not be construed that AEI, through such services, is supplanting or joining with the Engineer of Record in his or her professional responsibility for the design of the portion of the Project under review.

Project peer review services performed by AEI are not to be interpreted as a check of any provisions of the applicable building code or codes that are outside the scope of the work that is under review. They are not a check of general requirements, such as Use Group or Type of Construction, a check of life-safety or fire protection requirements or a check of any code provisions, other than those concerning the stability and integrity of the primary system. No attempt will be made to verify dimensions, except to the extent necessary to review the adequacy of a particular component.

#### 14. Job Site Safety

Neither the professional activities of AEI, nor the presence of AEI's employees and subconsultants at a construction site, shall relieve the Client, the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with contract documents and any health or safety precautions required by any regulatory agencies.

AEI shall have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

The Client agrees that the Client and the General Contractor are solely responsible for job site safety and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

The Client also agrees that AEI and AEI's subconsultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy. Furthermore, such insurance obtained by the



General Contractor for the benefit of AEI shall be primary to any other insurance purchased by AEI. The obligation to indemnify is independent of the General Contractor's obligation to obtain insurance for the benefit of AEI.

**15. Right of Entry**

The Client shall provide for AEI's right to enter the property owned by the Client and/or others in order for AEI to fulfill the Scope of Services included hereunder.

**16. Project Representatives**

The Client shall designate representatives who are authorized to make all decisions on the Client's behalf. The Client shall furnish a revised listing to AEI when any changes affecting this listing are made.

**17. Delays**

AEI is not responsible for delays caused by factors beyond the firm's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, natural and manmade disasters and/or events that prevent AEI and its employees, subconsultants and other vendors from being able to perform their work and fulfill their obligations, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of AEI's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond AEI's reasonable control occur, the Client agrees that AEI is not responsible for damages, nor shall AEI be deemed to be in default of this Agreement.

**18. Assignment and Subconsultants**

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph, however, shall prevent AEI from employing such independent consultants, associates, subcontractors and subconsultants (collectively 'subconsultants') as AEI, in its sole discretion, may deem appropriate to assist in the performance of services hereunder. AEI shall be responsible for appropriately paying its subconsultants and AEI may bill Client (subject to any agreed upon limits) for the services performed by AEI's subconsultants at the rates billed for services performed by AEI employees performing similar services on this or other projects.

**19. Dispute Resolution**

To resolve any conflicts that arise during or following the completion of the Project, AEI and Client agree that, prior to any litigation, all claims, counterclaims, disputes, and other matters in question between the parties hereto, arising out of or relating to this Agreement or breach thereof, will be submitted to non-binding mediation under the auspices of a mutually agreeable mediation unless the parties mutually agree otherwise. Client and AEI further agree to include the foregoing provision in any and all Agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to likewise include said provisions in any and all Agreements with subcontractors, subconsultants, suppliers, or fabricators so retained.

**20. Termination of Services**

This Agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay AEI for all services rendered to the date of termination, including all reimbursable expenses, and termination expenses.

**21. Transfer of Electronic Files**

Unless the parties to this Agreement agree otherwise, the following terms shall apply to instances where AEI electronically transfers files (e.g., via the internet; via compact disk, through an FTP site, etc.) to the Client or on

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behalf of the Client: These files are not contract documents and may be subject to manipulation beyond the control of AEI. Therefore, AEI cannot verify that the files accurately or completely reflect actual construction or field conditions. If a conflict arises between the signed/certified contract documents prepared by AEI and the electronic files, the signed/certified contract documents shall govern. Client is responsible to determine if any conflicts exist. Any modification of the electronic files, or reuse on another project, by or through Client will be at the Client's sole risk and without liability or legal exposure to AEI.

#### 22. Third Party Beneficiaries

This Agreement is solely for the benefit of AEI and Client and not for any other person or entity. To the extent that any other person or entity, including but not limited to the General Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by AEI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this contract. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either AEI or Client.

#### 23. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any claim or controversy arising out of or in any way related to this Agreement or the performance thereunder shall be litigated in a court of competent jurisdiction in the State of California.

#### 24. Miscellaneous

If any portion of this Agreement is found to be unenforceable, the remaining portions of the Agreement shall remain in effect and be enforced. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

This Agreement shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Agreement or any part thereof to be drafted.

The titles used in this Agreement are for general reference only and are not part of the Agreement.

#### COMPENSATION

Compensation for engineering services shall be adequate to permit the proper fulfillment of AEI's obligation to the Client and to the public. Unless stated otherwise in the Letter of agreement between AEI and the Client, the compensation for our services will be billed to the Client on an hourly basis for each employee's time in accordance with the attached schedule of hourly rates. Our hourly rate schedule is subject to change upon notification. Time spent in traveling, when in the interest of the Project, will be charged to the Client. Direct non-salary expenses (reimbursable expenses) will be charged in addition to the hourly charges at cost, plus 10%.

Reimbursable expenses include but are not limited to: (1) Travel and subsistence when away from the home office on Project business. (2) Identifiable communication expenses and postage other than for general correspondence. (3) Plan check, permit and inspection fees required by governing bodies. (4) Photographic services. (5) Identifiable printing and reproduction costs applicable to the Project. (6) Subcontracted services.

#### PAYMENTS ON ACCOUNT

Invoices will be prepared in accordance with AEI's standard invoicing practices and will be submitted to Client, at AEI's option, either upon completion of any phase or monthly. Invoices are due and payable NET ten days.

Unpaid Invoices: If Client fails to make any payment due AEI for services and expenses within fifteen days after receipt of AEI's invoice therefor, the amounts due AEI will be increased at the rate of 1.5% per month (or the

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maximum rate of interest permitted by law, if less) from said fifteenth day; and, in addition, AEI may, after giving seven days written notice to Client, suspend services (which may include but is not limited to the withholding of all work product and instruments of service) under this Agreement until AEI has been paid in full all amounts due for services, expenses and charges. AEI shall have no liability to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only the portion so contested may be withheld from payment, and the undisputed portion will be paid. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

Any inquiry or question concerning the substance or content of an invoice shall be submitted to AEI in writing within five calendar days of receipt of the invoice. A failure to notify AEI within this period shall constitute an acknowledgment that the service has been provided.

Payment upon Termination: In the event of termination, the Client shall pay AEI for all services rendered by AEI and AEI's subconsultants through the date of termination, including all reimbursable expenses and termination expenses.

**SCHEDULE OF HOURLY RATES**

EFFECTIVE DATES 1/1/2021 THROUGH 12/31/21

<u>PROFESSIONAL SERVICES</u>	<u>Rate</u>
Project Specialist	\$105/hr
Engineering Intern	\$105/hr
Project Engineer	\$180/hr
Principal Engineer	\$250/hr
<u>ADMINISTRATIVE SERVICES</u>	
Administrative Assistant/Clerical	\$85/hr
<u>GENERAL</u>	
Logistical Expenses Receipt	Cost
Subcontract Services	Cost plus 15%
Automobile (per mile)	\$0.535
Photocopies (per page)	\$0.15
Rates for field equipment, health and safety equipment, and other supplies on request.	

## EXHIBIT B

### Schedule of Performance

Contractor recognizes that time is of the essence and shall diligently pursue completion of the work.

Work to begin upon execution of the contract by both parties. All work associated with the design including preparation of design drawings, shall be completed within seventy-five (75) calendar days of execution of the contract and final construction documents (plans and technical specifications) suitable for execution by a third party contractor shall be completed within one hundred-five (105) calendar days of execution of the contract, unless otherwise mutually agreed to by Contractor and District.

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: \_\_\_\_\_  
[Title]

# SIERRA LAKES COUNTY WATER DISTRICT

## Follow-up from November 12, 2021, Board Meeting

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1	Paul	determine practicality of allowing the use of the filter plant backwash wastewater for ornamental irrigation
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**Sierra Lakes County Water District**  
**Action Items**  
*As of December 2021*

	<b>TASK</b>	<b>STATUS</b>	<b>DUE DATE</b>	<b>PROGRESS</b>	<b>ASSIGNED</b>
1	AMR Data Collection & Analysis	Collect use data by type of occupancy, project assigned to Operator	Phase 1 Summer 2021	10%	Paul
2	Policies & Procedures Review/Update including a new Policy regarding the Release/Access of water usage data including District Privacy Policy	Review current policies and procedures for revisions and possible additions. Mr. Mitchell checking for other districts for an example of release/access of water usage data	8/6/20 - Anna sent to Paul/Dick/Bob for review	95%	Paul
3	District's Ownership of Dam	Continued research re: Dam ownership	Mar-21	90%	Paul
4	Upcoming Metered Rates	Develop Plan/Schedule to reach Metered Rates by January 2025 (Microsoft Project)	Pending	85%	Paul/Jon/Jen
5	Develop a recommended method for providing customer access to their personal water use data	Research available vendors and services	Apr-21	20%	Jen/Paul
6	Retool General Manager Position	Review current responsibilities and determine issues.	Dec-21	0%	Karen/Jon/Paul
7	Investigate use of recycled water	Look into providing access to recycled, non-potable, water from District's backwash process for outdoor uses.	Pending	0%	Paul
8	Rate Study Communication	Communicate process for rate study to the community	Pending	0%	Paul

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## ASSEMBLY BILL 361 IMMEDIATELY AMENDS OPEN MEETING LAWS TO EXPAND TELECONFERENCE MEETING OPTIONS DURING PROCLAIMED STATE OF EMERGENCIES

The Governor has signed Assembly Bill 361 ("AB 361") into law, which relates to electronic/virtual access to Brown Act meetings. AB 361, effective immediately, amends open meeting requirements to permit the legislative body of a local public agency to hold virtual meetings during certain emergencies proclaimed by the Governor.

### Background

The Brown Act, which is codified at Government Code section 54950 et seq., requires meetings of legislative bodies of local public agencies be noticed, open, and public. Prior to the COVID-19 pandemic, teleconferencing was only permitted if the majority of the body was within the territorial jurisdiction of the body, each teleconference location was identified and open to the public, and all votes were via rollcall.

During the COVID-19 pandemic, the Governor passed Executive Order N-29-20 which suspended the Brown Act teleconference requirements (other than roll call voting) as long as members of the public were permitted to participate at least electronically, and certain notice and electronic accessibility requirements were met. Unless otherwise amended, that Order is set to expire on September 30, 2021.

### California's Amended Law

Assembly Bill 361 takes effect immediately because it is an urgency statute and it will expire on January 1, 2024, unless extended. The bill amends the Brown Act to provide the following:

- **Authorization.** A legislative body may meet via teleconference during a proclaimed state of emergency by the Governor at a local, state, or national level in any of the following situations:
  - State or local officials have imposed or recommended measures to promote social distancing.
  - The legislative body holds a meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
  - The legislative body holds a meeting and has already determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- **Renewal Every 30 Days.** The decision to meet telephonically must be renewed at least every 30 days with the legislative body adopting findings that it has reconsidered the circumstances of the state of emergency and (1) the emergency continues to directly impact the ability of the members to meet safely in person or (2) state or local officials continue to impose or recommend measures to promote social distancing.
- **Meeting Requirements.** An AB 361 teleconference meeting must comply with the following procedures:
  - Give notice and post agendas as otherwise required by the Brown Act;
  - List on the agenda how the public can electronically attend and comment at the meeting. Note that a public agency is not required to offer an in-person option for the public to attend and comment at such a meeting;
  - Provide an opportunity to comment in advance of and during the meeting;
  - Allow a reasonable amount of time to register, if required, and comment on each agenda item or at least the amount of time allowed per agency meeting protocols, whichever is longer;
  - No action may be taken during a disruption that inhibits the broadcast of the meeting or the public's ability to comment;
  - All votes must be via rollcall;
  - Comply with state and federal civil rights and non-discrimination laws; and
  - Take all precautions to protect the statutory and constitutional rights of the public.