

## MEMORANDUM

**To:** Honorable Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** June 2022 General Manager's Report  
**Date:** July 7, 2022

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

**Water Main Leak and Emergency Repair:** Early in the morning of June 20 the District experienced a rather large watermain leak on the existing 4-inch asbestos cement (AC) waterline that runs along Soda Springs Road south of Dulzura Road where the waterline crosses beneath a double-barreled culvert carrying Dulzura Creek to the lakes. Approximately 200,000 gallons was lost before the leak could be located and isolated. All services were restored (one temporarily) and the District is working w/ Farr-West Engineering to develop the ultimate repair that may include some form of trenches technology or an open cut. The District will perform some potholing in the vicinity of the culvert to make sure it wasn't undermined or compromised in any way and if damage to the culvert(s) is detected, repairs will be included in the overall project. Since the District already has Rados on site doing some other construction work it is proposed that they perform the physical repair on a T&M basis by change order to their existing contract. And if Rados will already be performing the repair, it is further proposed to replace more waterline than was affected by the leak alone since we know that this 4-inch line needs to be upsized to 8-inch and the entire reach of existing AC waterline is in suspect condition and likely to continue to experience more frequent failures. This item will be discussed further, and possible action taken as part of New Business Agenda Item IX.A.

**System-wide Watermain Leak Detection (update):** We are still awaiting confirmation from the California Rural Water Association that Sierra Lakes County Water District was successful in obtaining a grant to perform system-wide leak detection. As was mentioned last month, the state of California requires water systems to meet a leakage standard of 10% or less. Meeting this requirement is harder for small water systems like Sierra Lakes due to aging infrastructure, limited budget, and limited manpower. Locating and repairing leaks improves system efficiency, lowers operational costs, reduces the potential for contamination, extends the life of the facilities. Reduces potential property damage and reduces water outage events. The California Rural Water Association, in partnership with the California Department of Water Resources, is offering free leak detection surveys to a limited number of small and tribal systems and the District was successful in procuring one of those positions. We are still in the early planning stage, but it is expected that, once the grant receives final approval, the leak detection survey can be completed this year.

**District-wide GIS Survey:** The District was successful in obtaining a grant from Rural Community Assistance Corporation (RCAC) for a system-wide GIS survey of the District's Water and sewer infrastructure. RCRA has submitted a work plan that includes two days of mapping on-site and development of a GIS database that will become the property of the District. Farr-West Engineering is reviewing the workplan for thoroughness and applicability to the District before we begin implementation.

**Energy Audit (update):** An energy audit was performed by American Energy Partners (AEP) on behalf of PG&E on June 1, 2022. The audit is part of a new program where facility owners such as SLCWD can receive a zero-interest loan from PG&E to fund replacement of outdated lighting and equipment that will result in calculable energy savings. There is no out-of-pocket cost to the facility owner with this program because the loan is paid back by the calculated energy savings on each monthly bill until the loan is repaid. Once the loan is repaid, the District would realize the savings directly in their bill from there on out. The District has already made significant steps on its own to reduce energy consumption by installing variable frequency drives on many of our larger pumps, but AEP was able to find a significant number of lighting improvements that could be made. The lighting improvements include replacement of eleven 400-watt mercury vapor lamps in the equipment bays and a large amount of fluorescent lighting at various locations throughout the District. The results of AEP's survey and the potential savings the District might experience along with the contract document necessary to participate in the program are presented in the Board memo accompanying Old Business Agenda Item VIII.E.

**Mutual Aid Agreement:** The General Manager has re-executed the Tahoe-Truckee Area Agreement for Mutual Aid on behalf of the District. This agreement among twenty area agencies dates back several decades and SLCWD has been a party to the agreement since at least 2018. The purpose of the Agreement for Mutual Aid is to benefit the participating agencies in the event of natural disasters, emergencies, or other assistance that may be requested by sharing equipment, personnel, and other resources in the event of an emergency or disaster affecting one or more agencies. A copy of the partially executed agreement is attached to this report for reference along with the June 2018 Board Report from the District's former General Manager regarding the agreement.

**Letter to Lakefront Property Owners:** An introductory letter and copy of the revised (2021) Lake Management Plan was sent out to all Serena and Dulzura lakefront property owners in early July to directly inform them of the changes made to the Lake Management Plan last September.

**California Air Resources Board - Advanced Clean Fleets Requirements (update):** The California Air Resources Board has adopted new Advanced Clean Fleets requirements for public agencies (excepting Fire and Law Enforcement) that require that 50% of all new fleet purchases be zero emission (electric, hydrogen or nuclear) vehicles by 2024 and that 100% of all new fleet purchases be zero emission vehicles by 2027. This will be very difficult for any agency to accomplish given the lack of zero emission specialty vehicles available now and in the foreseeable future. Steven Poncelet, General Manager of Truckee Donner PUD, has assembled a small task force to prepare a joint agency letter with supporting documentation from several Tahoe-Truckee public agencies to try to obtain some measure of relief or relaxation to the rules. More information will be available as this item develops.

**Defensible Space:** The District asked Truckee Fire District (TFD) to perform a defensible space assessment of the District's critical infrastructure in May 2022 and an initial assessment was performed on May 26. TFD along with the General Manager and Utility Operations Manager visited the District's base facilities, sewer pump stations, lake intake pump station, and Well 01. The initial assessment identified general improvements the District can make to fire-harden critical infrastructure such as vegetation management, hardscaping around facilities, screening of building openings, removal, or relocation of some building appurtenances, etc. The Utility Operations Manager is preparing a plan to address the most significant items and TFD will be out once again

on July 13, 2022, to perform a more formal Defensible Space Assessment that includes specific corrective actions for each piece of critical of infrastructure. TFD also suggested reaching out to the Truckee-Donner Land Trust to partner for grant funding to control vegetation in the vicinity of the District's hill water storage tank that will improve (allow) access to this piece of critical infrastructure during, and after a fire.

**District Engineer (update):** The two-year master services agreement with Farr-West Engineering in the amount of \$200,000.00 for District Engineering Services has been executed and several small task orders have been issued against the master services agreement since April 2022 including:

- Review, comment and accept or reject contractor submittal for Automatic Transfer Switch and Receptacle for Main Base Generator.
- Design and Construction Management Services for Installation of new Isolation Valve for the District's Hill Water Storage Tank.
- Design and Construction Management Services for Installation of Overpressure Correction Improvements to the Arsenic Filtration System for Well No. 1.
- Design and Construction Management Services for provisions to detect water levels in Well No.1
- Update of the Districts Emergency Operations Plans for Water and Sewer
- Design and Construction Management Services for Repairs to the Low-Level Outlet for Ice Lakes Dam

It is expected that at least three additional small task orders will be issued in July 2022 including:

- An analysis and possible follow-up study to Woodard and Curan's AC Pipe Corrosion report.
- Support for the System-wide Leak Detection Plan grant from CRWA
- Support for the District-wide GIS Survey Plan grant from RCAC

Proposals from Farr-West for two additional task orders with estimated costs in excess of the General Manager's signatory authority have also been solicited:

- Engineering and Construction Management Services for installation of improvements to correct the Sanitary Sewer Overflows at the terminal manhole for Force Main No. 3.
- Professional Services necessary to complete the acquisition of Serena Creek between Lake Dulzura and Ice Lakes Dam, and the Ice Lakes Dam from the Truckee Donner Land Trust.

The General Manager will be seeking approval from the Board for these two task orders and will present them as New Business Agenda items IX. B. and C.

**Remaining Policies and Procedures:** The review and update of the District's Policies and Procedures Manual and Employee Handbook is nearly complete. The individual policies & procedures and employee handbook have been edited and consolidated based on the feedback received from Directors and the public thus far. The draft policies & procedures were disseminated to the District Board for final review following the January 2022 Board of Directors' meeting and then made available for public review on the District's website. Comments received were incorporated into the draft policies & procedures document and circulated prior to the March 2022, Board of Director's Meeting and then adopted at the March 2022 Board of Directors' meeting. KMTG has completed their review and update of the deferred policies (i.e., Employee Handbook and the Drug and Alcohol Policy). Those policies and procedures received a final review by Dirs. Jackson and Heald in June 2022 and are referred to the full Board for action as Old Business Agenda Item VIII.D.

**Sewer Infrastructure Improvements (Construction):** The District's pre-purchase of the long-lead-time mechanical equipment (new sewage pumps and wastewater flow meter for SPS#4) is complete and all District pre-purchase equipment was delivered in May. The general contractor (Rados) has made several shop drawing and materials submittals to Farr-West for review and those submittals were reviewed and returned to Rados for purchase or future execution. The Notice to Proceed with work was issued on June 2 with the formal start of construction activities on June 13<sup>th</sup>. Work is scheduled to be complete by early October 2022. The contractor has submitted the project schedule and weekly updates (which are reported on the District's website each week), and physical work out in the community began in mid-June starting with work on the manhole rehabilitations and replacements. Work at SPS#4 on Serene Road will likely begin after the July 4<sup>th</sup> holiday.

**Newsworthy Information and Announcements:**

**Donner Summit Public Utility District:** SLCWD and DSPUD are currently working together to better develop a Vactor soils waste disposal area near the Vactor sanitary waste dump pad at the DSPUD WWTP. The existing dump area has reached capacity and some grading or removal of the accumulated soils must be performed in order to continue to use the site. In the interim, the District is constructing a temporary facility for the Vactor soils waste behind SPS#3 for the exclusive use by the SLCWD.

**California Special Districts Association Membership:** During the months of April, May and June, the District received discounted, and in many cases free, member pricing for all educational events and training for Board members and staff from the California Special Districts Association through a trial membership. The District's temporary trial membership has ended and if the Board wishes to continue to receive these valuable resources, we must join the association in earnest. The annual cost for membership is typically \$7,615.00 for a District with revenues similar to SLCWD, but there is currently a 20% discount available making the actual cost to the District \$6,092. Funds to cover this expense are already included in the District's 2022-2023 annual budget. This item will be addressed as New Business Agenda Item IX.F.

## TAHOE TRUCKEE AREA AGREEMENT FOR MUTUAL EMERGENCY AID

This Agreement for Mutual Aid is to benefit the participating agencies in the event of natural disasters, emergencies, or other assistance that may be requested. The participating agencies have confirmed that a mutual aid agreement would be beneficial.

This Agreement is made and entered into on the dates set forth below, by and between the public agencies set forth below.

**WHEREAS**, the participating agencies party to this Agreement maintain and operate wastewater and/or water treatment and distribution, collection, transportation and/or treatment facilities in the Lake Tahoe-Truckee areas; and

**WHEREAS**, the participating agencies have engaged in an informal policy of mutual cooperation wherein the resources of each were available to the other on an as-available basis for the purposes of minimizing environmental damage due to leakage from or destruction of such facilities and of promoting public health; and

**WHEREAS**, it is the desire of the participating agencies to execute a mutual aid agreement wherein the policy of mutual cooperation is formalized and expanded to meet projected needs of the participating agencies; and

**WHEREAS**, by becoming a participating agency under the terms of this Agreement, the governing body or board of the participating agency will be deemed to have read and agreed to be bound by the terms of this Agreement.

**NOW, THEREFORE**, the participating agencies hereto mutually agree as follows:

1. To furnish to each other personnel trained in the emergency operation and/or repair of wastewater and/or water treatment, distribution, collection, and/or transportation facilities, together with equipment, materials and supplies required for such operation and/or repair as may be necessary during emergency conditions, on and subject to the terms and conditions of this Agreement.
2. To provide such emergency aid within the ability of the participating agencies to this Agreement, provided, however, that no participating agency shall be required to deplete its own resources, personnel, services or facilities to the detriment of its normal responsibilities or the detriment of anticipated needs. No agency shall incur any liability or be found at fault for failure to furnish personnel, equipment, materials or supplies when such are available. In addition, each agency shall have the right, at the sole discretion of said agency, to order any personnel, equipment, materials or supplies furnished to another agency be returned to the furnishing agency, without any liability for said order.

3. That no response to an emergency aid request provided for in this Agreement will be made by any participating agency hereto unless such request is received through established communication channels and made by a previously designated responsible official of the agency requesting such aid. The Manager of each participating agency shall be deemed a responsible official and shall have the authority to designate alternate responsible officials to other participating agencies. No such designation shall be effective until received, in writing, by the other participating agencies.
4. The personnel and equipment furnished by a participating agency (the "Assisting Agency") shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the Assisting Agency. In instances where only equipment, materials or supplies are provided by the Assisting Agency, the ownership of said equipment, materials or supplies shall remain with the Assisting Agency and said equipment, materials or supplies shall be returned to the Assisting Agency immediately upon request (unless to the extent that the materials or supplies are perishables and they have been used or exhausted in the emergency response). Representatives of the participating agency receiving assistance from the Assisting Agency (the "Requesting Agency") shall suggest work assignments and schedules for the personnel of the Assisting Agency; however, the designated supervisory personnel of the Assisting Agency shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Agency in conjunction with the Incident Command or the Requesting Agency. The designated supervisory personnel of the Assisting Agency shall maintain daily personnel time records, a log of equipment hours, be responsible for the operation and maintenance of the equipment, materials or supplies furnished by the Assisting Agency, and report work progress to the Requesting Agency.
5. Unless specifically instructed otherwise, the Requesting Agency shall have the responsibility of providing food and housing for the personnel of the Assisting Agency from the time of their arrival at the designated location to the time of their departure. However, Assisting Agency personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Requesting Agency may specify only self-sufficient personnel and resources in its request for assistance.
6. Should it be necessary to recover costs or in order to be reimbursed from outside sources, at the sole discretion and request of the Assisting Agency, the Requesting Agency shall pay the Assisting Agency monthly, on receipt of invoice, costs for the equipment, personnel, materials and supplies furnished. Equipment costs shall be reasonable and subject to each participating agency's established rates. If a participating agency does not have established rates, either actual cost or the most current Schedule of Equipment Rates set by the Federal Emergency Management Agency (FEMA) shall apply. Some

participating agencies may require operators to accompany their equipment and therefore the rate may include operator labor costs. All labor will be billed at actual rate paid plus benefits. All expendable materials and supplies will be billed at cost.

7. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by mutual agreement. If dispute cannot be settled by mutual agreement, then dispute shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration is binding and final.
8. The Assisting Agency and its workers' compensation insurer or self-insurer will be liable for any workers' compensation benefits payable on account of an injury or illness to an Assisting Agency employee occurring in the course of providing personnel assistance under this Agreement. The Assisting Agency and its property damage insurer or self-insurer will be liable for any damage to or destruction of any Assisting Agency equipment, material or supplies occurring in the course of furnishing the equipment, material or supplies under this Agreement. The Requesting Agency shall indemnify, defend, protect and hold harmless the Assisting Agency, and its officers, employees, and agents, from and against any Requesting Agency or third party liability, loss, claim, damage, expense, demand, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of the Assisting Agency's assistance provided under this Agreement, except when caused by the sole negligence or willful misconduct of the Assisting Agency or as otherwise provided or limited by law.
9. That each agency shall maintain coverage for liability, property damage, and worker's compensation for industrial injury or illness through insurance or self-insurance, including coverage for its equipment and employees when used by other agencies under this Agreement. Any participating agency to this Agreement shall have the right to evidence of such coverage upon request.
10. That this Agreement shall not operate to merge any of the participating agencies hereto, to subject any of the participating agencies hereto to the jurisdiction of any regulatory agency not having jurisdiction in the absence of this Agreement, or to require that any participating agency cooperate with or report to any agency not a party to this Agreement.
11. That this Agreement shall become effective as to each participating agency upon execution by that agency and shall remain in full force and effect as to each participating agency until a participating agency terminates its participation in the Agreement. Any participating agency may terminate its rights and obligations under this Agreement by giving all other participating agencies thirty (30) days prior written notice, however such termination shall not affect the rights and

obligations of the remaining participating agencies hereto or any rights and obligations of the withdrawing participating agency occurring prior to the effective date of termination.

IN WITNESS WHEREOF, the participating agencies hereto have caused this Agreement to be executed as of the days and years set forth below.

**ALPINE SPRINGS COUNTY WATER DISTRICT**

By:   
Signature of Authorized Agent  
Joe Mueller General Manager  
Print or Type Name and Title  
1-5-2022  
Date

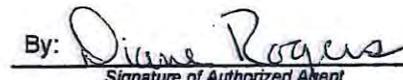
**EDGEWOOD WATER COMPANY**

By:   
Signature of Authorized Agent  
PATRICK MCKAY  
Print or Type Name and Title  
6-1-2022  
Date

**DOUGLAS COUNTY LAKE TAHOE SEWER AUTHORITY**

By:   
Signature of Authorized Agent  
ROB HOPKINS - MANAGER  
Print or Type Name and Title  
06-08-2022  
Date

**GLENBROOK WATER COOPERATIVE**

By:   
Signature of Authorized Agent  
Diane Rogers Bus Manager  
Print or Type Name and Title  
9/17/2021  
Date

**DOUGLAS COUNTY UTILITIES**

By:   
Signature of Authorized Agent  
Thomas Winick  
Print or Type Name and Title  
5-1-22  
Date

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

By:   
Signature of Authorized Agent  
Andra Winquest  
Print or Type Name and Title  
General Manager, Incline Village GID  
7/22/2021  
Date

**KINGSBURY GENERAL IMPROVEMENT DISTRICT**

By: [Signature]  
Signature of Authorized Agent  
[Name]  
Print or Type Name and Title  
[Date]  
Date

**OLYMPIC VALLEY PUBLIC SERVICE DISTRICT**

By: [Signature]  
Signature of Authorized Agent  
Michael Geary, General Manager  
Print or Type Name and Title  
Jan. 5, 2022  
Date

**LAKESIDE PARK ASSOCIATION**

By: [Signature]  
Signature of Authorized Agent  
Nikki Eshen - Water Manager  
Print or Type Name and Title  
[Date]  
Date

**ROUND HILL GENERAL IMPROVEMENT DISTRICT**

By: [Signature]  
Signature of Authorized Agent  
Ann [Name] District Manager  
Print or Type Name and Title  
[Date]  
Date

**NORTH TAHOE PUBLIC UTILITY DISTRICT**

By: [Signature]  
Signature of Authorized Agent  
[Name]  
Print or Type Name and Title  
[Date]  
Date

**SIERRA LAKES COUNTY WATER DISTRICT**

By: [Signature]  
Signature of Authorized Agent  
Paul Schultz  
Print or Type Name and Title  
6/23/22  
Date

**NORTHSTAR COMMUNITY SERVICES DISTRICT  
Placer County Service Area No. 21,  
Northstar**

By: [Signature]  
Signature of Authorized Agent  
General Manager  
Print or Type Name and Title  
1/5/22  
Date

**SOUTH TAHOE PUBLIC UTILITY DISTRICT**

By: [Signature]  
Signature of Authorized Agent  
John Thiel, General Manager  
Print or Type Name and Title  
9/23/2021  
Date

**TAHOE CITY PUBLIC UTILITY DISTRICT**

By: [Signature]  
*Signature of Authorized Agent*

Tony Laliotis, Director of Utilities  
*Print or Type Name and Title*

July 16, 2021  
*Date*

**TRUCKEE SANITARY DISTRICT**

By: \_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Date*

**TAHOE DOUGLAS SEWER DISTRICT**

By: [Signature]  
*Signature of Authorized Agent*

Jason Muesity  
*Print or Type Name and Title*

6-8-22  
*Date*

**TAHOE - TRUCKEE SANITATION AGENCY**

By: [Signature]  
*Signature of Authorized Agent*

LARUE GRIFFIN GEN. MGR.  
*Print or Type Name and Title*

1/5/22  
*Date*

**TRUCKEE DONNER PUBLIC UTILITY DISTRICT**

By: \_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Date*

## MEMORANDUM

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Bill Quesnel PE, General Manager  
**Subject:** Mutual Aid Agreement  
**Date:** June 4, 2018

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Late last week the District was offered the opportunity to be a signatory to the attached *Tahoe Truckee Area Agreement for Mutual Emergency Aid*. The *Agreement* was first put into place a number of years ago and the lead agency (North Tahoe PUD) is in process of gathering signatures for this most recent version which I am told modified some of the language re: obligation and reimbursement.

I asked Jeff to review the *Agreement* and his comments were:

This looks to be a fairly standard mutual aid agreement. To the extent I have any concern, it's really just that the sections dealing with insurance and indemnification are a bit muddled; If mutual aid is activated and if District personal are injured or equipment is damaged, it may be complicated to figure out which agency is legally responsible. Having said that, I agree that making changes at this point is problematic. I think it would be fine for the Board to approve joining this agreement.

For many years the District and DSPUD have provided support/aid to each other (there is no formal agreement) and I believe that assistance should continue. While I have long-time working relationships with the managers/engineers at all of the Truckee and North Lake Tahoe agencies and would not hesitate to call for aid if the required response to an emergency exceed our capacity on the summit, having the *Agreement* in place would make it easier to request that assistance.

Staff respectfully recommends the Board of Directors authorize the General Manager to sign the *Tahoe Truckee Area Agreement for Mutual Emergency Aid*.

attachment: *Tahoe Truckee Area Agreement for Mutual Emergency Aid*.

## MEMORANDUM

**To:** Honorable Board of Directors, Sierra Lakes County Water District  
**From:** Patrick Baird, Utility Operations Manager  
**Subject:** May 2022 Operation's Report  
**Date:** July 6, 2022

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

There were no permit violations during the month of June 2022, and the wastewater treatment plant is operating as designed. Treated effluent is being prepared as irrigation at the Soda Springs ski hill.

### **Regulatory Issues:**

**Sanitary Sewer Overflows:** The District reported no Sanitary Sewer Overflows (SSOs) to the Regional Water Quality Control Board for the month of June 2022.

**Water Treatment Reporting:** Two routine bacteriological samples were taken, and both were absent. The District met all the drinking water requirements.

### **Operations Report:**

#### **Monthly Water and Sewer flows:**

- Water demand in June 2022 increased from May 2022.
- Water demand was 10,407 gallons per day (gpd), less than the 5-year average for June.
- Sewer flows were down compared to May 2022 flows and increased 5,694 gpd than the 5-year average for the month.
- Average daily water and sewer flows for June 2022 were 68,874 gpd and 78,825 gpd compared to 46,871 gpd and 87,675 gpd in May 2022, respectively.
- The difference in water and sewer flows for June 2022 (9,951 gpd) is most likely due to seasonal run-off of infiltration and inflow (I&I) and capital improvement projects.
- The District's share of the flow through the DSPUD wastewater treatment plant for June 2022 was 39%.

#### **Sewer Collection System:**

The District's operations staff worked with a sewer contractor who televised and inspected approximately 14,000 feet of sewer lines, primarily on the west side of the lakes. The staff is waiting for the inspection report, which should be completed in early July.

Staff has continued cleaning the "hot spots" in the sewer mains and wetwells around the community, which will be completed by mid-July.

**Meter Report:** Staff has begun installing additional meters. All properties with meter boxes currently in place should be metered by the end of September 2022. The remaining meters will be installed as the meter boxes are installed. Installation of the remaining meter boxes is being handled by an outside contractor under a separate contract.

**Leak Report:** In June, the staff contacted one homeowner with significant leaks (480-1,440 gallons/day). Approximately 14 ongoing leaks were detected.

**Water Distribution:** Staff worked on several water leaks on the mainline in June. Staff investigated a leak at the intersection of Tamarack and Palisades. It is unclear where the source of the water leak is coming from. Staff and the District engineers are working on a solution for the leak.

Staff has isolated another leak at fire hydrant 08 near Soda Springs Road and Palisades. The hydrant was leaking, causing water to puddle near the resident's home. The hydrant is out of service until the leak can be repaired.

In the early morning of Tuesday, June 21<sup>st</sup>, staff received a call from the District SCADA system reporting that the hill tank was losing water at a significant rate. It was determined that the mainline break was leaking at a rate of 750-1,000 GPM. The on-call operator reported to the District at 4:30 am to look for the location of the water leak. After several hours, the operations staff could not determine the source of the leak and began closing water main valves to prevent further damage to the water system. Once the leak was stopped, staff slowly reopened the water main valves to investigate the location of the water leak. The leak was located directly under the culvert near 1141 Soda Springs Road. Staff worked to provide temporary water service to the residences affected by the mainline break.

**Inspections:** Staff completed two escrow inspections and one new construction inspection.

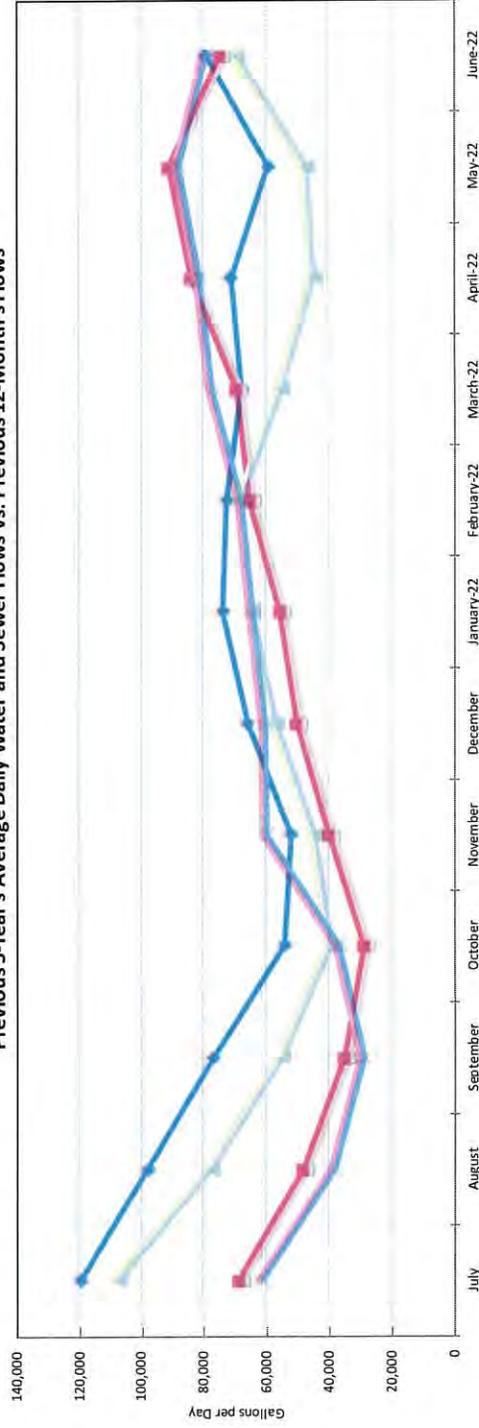
**Attachments:**

- June 2022 Daily Water/Sewer Flows
- 2017-2021 Average Daily Sewer/Water Flows Comparison through June 2022

Sierra Lakes County Water District  
Daily Average Water and Sewer Flows

| Month                     | 2017          |               | 2018          |               | 2019          |               | 2020          |               | 2021          |                | 2022          |               | 2022 Difference |               |
|---------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|-----------------|---------------|
|                           | Water         | Sewer          | Water         | Sewer         |                 |               |
| January                   | 82,724        | 78,915        | 57,934        | 56,074        | 87,880        | 44,329        | 68,997        | 44,891        | 44,891        | 70,965         | 46,080        | 64,329        | 64,060          | 269           |
| February                  | 84,728        | 102,596       | 62,633        | 53,318        | 78,934        | 63,383        | 67,323        | 47,084        | 68,819        | 51,694         | 67,801        | 67,649        | 67,649          | 152           |
| March                     | 80,671        | 89,737        | 64,510        | 83,232        | 70,562        | 65,446        | 59,198        | 49,998        | 64,655        | 50,953         | 54,773        | 76,921        | 76,921          | -22,148       |
| April                     | 104,155       | 95,125        | 54,942        | 86,645        | 72,242        | 109,987       | 73,847        | 37,486        | 50,388        | 82,334         | 44,388        | 81,157        | 81,157          | -36,769       |
| May                       | 82,594        | 103,648       | 41,219        | 61,763        | 66,385        | 109,177       | 62,032        | 92,887        | 44,034        | 79,840         | 46,871        | 87,675        | 87,675          | -40,804       |
| June                      | 85,112        | 81,067        | 67,307        | 50,652        | 60,743        | 99,969        | 95,511        | 75,912        | 86,730        | 58,057         | 68,874        | 78,825        | 78,825          | -9,951        |
| July                      | 127,908       | 72,376        | 116,880       | 55,680        | 93,686        | 71,372        | 151,255       | 75,810        | 106,969       | 60,912         |               |               |                 | 0             |
| August                    | 90,608        | 48,019        | 100,235       | 42,146        | 81,780        | 43,117        | 138,639       | 61,675        | 77,045        | 37,662         |               |               |                 | 0             |
| September                 | 69,713        | 33,765        | 96,910        | 30,430        | 57,667        | 28,795        | 104,835       | 45,396        | 54,640        | 28,414         |               |               |                 | 0             |
| October                   | 44,687        | 20,983        | 66,956        | 22,980        | 42,107        | 19,533        | 77,783        | 35,611        | 38,860        | 36,251         |               |               |                 | 0             |
| November                  | 43,994        | 44,725        | 57,518        | 28,357        | 50,036        | 23,556        | 64,354        | 34,626        | 43,977        | 59,604         |               |               |                 | 0             |
| December                  | 57,662        | 46,212        | 82,744        | 44,796        | 66,010        | 47,714        | 65,759        | 44,139        | 56,526        | 59,973         |               |               |                 | 0             |
| <b>Average</b>            | <b>73,700</b> | <b>54,058</b> | <b>72,487</b> | <b>63,615</b> | <b>67,919</b> | <b>71,115</b> | <b>59,253</b> | <b>79,081</b> | <b>73,131</b> | <b>119,340</b> | <b>67,230</b> | <b>52,110</b> | <b>64,329</b>   | <b>19,642</b> |
| <b>Average Difference</b> |               |               |               |               |               |               |               |               |               |                |               |               |                 |               |
| <b>2021</b>               | <b>73,700</b> | <b>54,058</b> | <b>72,487</b> | <b>63,615</b> | <b>67,919</b> | <b>71,115</b> | <b>59,253</b> | <b>79,081</b> | <b>73,131</b> | <b>119,340</b> | <b>67,230</b> | <b>52,110</b> | <b>64,329</b>   | <b>19,642</b> |
| <b>2022</b>               | <b>73,700</b> | <b>54,058</b> | <b>72,487</b> | <b>63,615</b> | <b>67,919</b> | <b>71,115</b> | <b>59,253</b> | <b>79,081</b> | <b>73,131</b> | <b>119,340</b> | <b>67,230</b> | <b>52,110</b> | <b>64,329</b>   | <b>19,642</b> |

Previous 5-Year's Average Daily Water and Sewer Flows vs. Previous 12-Month's Flows



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

**Date:** Thursday June 9, 2022 / **Time:** 6:30 p.m. / **Place:** 7305 Short Road, Serene Lakes, CA

The meeting was teleconferenced as provided by Government Code Section 54953(e), which modified the Brown Act teleconference rules during “State-declared emergencies.”. In-person attendance by the public at the District Office was not be permitted.

**I. Open Meeting:**

Roll Call:

Directors in attendance at the Sierra Lakes Boardroom:

Director Jon Harvey  
Director Karen Heald

Directors present by teleconference:

Director Dan Stockton  
Director Jennifer Jackson  
Director David Keatley

Staff members in attendance at the Sierra Lakes Boardroom:

Paul Schultz P.E. Inc., General Manager  
Anna Nickerson, Financial Consultant  
Patrick Baird, Utility Operator

Staff present by teleconference:

Jeffrey Mitchell, District Counsel

Guests present at the Sierra Lakes Boardroom:

Carrie Hoyt

Guests present by teleconference:

Barbara Fox  
Sudeep Chandra  
Sam Steurt  
Roger Drosd  
Betty Gudz  
Judy Lieb  
Dick Simpson

Minutes 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. Carrie Hoyt said Mr. Flannagan retained a real-estate attorney to draft language for the deed restriction and to move forward with gifting his vacant lot to the District. The item would be on the July 2022 agenda for further discussion and consideration.

**III. Approve Agenda:** The agenda was presented to the Board for approval.

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

**IV. Public Comments:** An opportunity for the Board to consider comments received from the public after the agenda was posted, regarding items on the agenda. There were none.

**V. Decision to Meet Telephonically:**

The Board discussed whether or not to continue meeting telephonically. Directors Heald and Stockton said they preferred to meet in person. However, Director Stockton asked that masks be worn in the board room upon return to in person meetings. Mr. Mitchell noted that a decision to meet telephonically was only good for 30 days and would need to be approved before the beginning of a meeting if it had been more than 30 days since the last decision. He also said the Board could still meet in person even if a decision to meet telephonically was approved.

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

**VI. Operations:**

- A. Paul Schultz P.E. Inc., General Manager, presented his operations report to the Board for consideration and possible action. He reported the following:
- The utility crew cleaned sewer lines in anticipation of the contractor's TV inspection of the lines.
  - An application was submitted to the California Rural Water Association for a grant to map District water lines for leak detection. Identification of leaking sewer and water line leaks was needed for the capital improvements program.
  - The energy audit was conducted on June 1, 2022. The District had already done a lot of improvements but there was still energy waste due to antiquated lighting. PG&E and American Energy Partners provide loans based on anticipated savings from lighting improvements. Payments would be deducted from the energy savings until the loan was paid off. Once received, the Energy Saving Report would be presented to the Board for a decision whether or not to participate in the funding of lighting improvements. Mr. Schultz said most of the payback periods were about 36 months.
  - The annual Consumers Confidence Report was complete and not violations were noted.
  - The California Air Resources Control Board would be requiring 50% of all new fleet purchases by public agencies, with the exception of fire and police, be zero emission vehicles by 2024 and 100% by 2027. Mr. Schultz said the District's

heavy equipment, like the backhoe, would need to be replaced but thought the cost wouldn't be much more than gasoline powered equipment. He also said the tractor truck would have an exception because it had two engines. However, Sacramento would need to do more work on the program since electric powered vehicles were not readily available yet.

- Truckee Fire performed an informal defensible space assessment. They identified many things that could be done to fire harden critical infrastructure to keep the community safe during and after a fire. Truckee Fire was asked to make a formal assessment later in the summer and provide a list of actionable items. Mr. Schultz would be meeting with Mr. Baird, Utility Supervisor, to discuss a basic plan.
- It was anticipated that the remaining Policies and Procedures would be presented at the July or August meeting, after Directors Heald and Jackson finish their review. Director Heald said a great deal of progress was made and asked that a meeting be scheduled to finish up.
- The pre-purchase of long lead time mechanical equipment for the capital improvement sewer projects were complete. Work on manholes was anticipated to start within the next week and improvements to Pump Station #4 would start at the beginning of July.
- Sam Steurt and Professor Chandra, from the University of Nevada Reno, would be presenting a status report on the Contemporary Water Quality Assessment report later in the meeting.
- Members of the Board were encouraged to take advantage of the California Special District Association trial membership that would end at the end of June. Renewal costs was included in the 2022/2023 Budget, to be approved by the Board later in the meeting.

Director Stockton said when he joined the Board, he asked to see the water leak map and wondered if a map was now available. Mr. Schultz said there was still no map and that was the purpose of applying for the leak detection grant. The California Rural Water Association would provide a map identifying the location and approximate volume of the leaks.

B. Patrick Baird, Utility Operations Manager, presented his report to the Board for consideration and possible action. He reported the following:

- Donner Summit PUD reported no wastewater treatment plant violations in May, they started using the sludge dry beds and discontinued the ammonia feed.
- There was another small sewer spill at the same location. The small spill happened while testing the SCADA upgrades. The contractor reprogrammed the wet well controls to allow better control of the flows and to avoid any further spills. The line was cleaned and scheduled for inspection to provide the engineer with information to determine how to fix the problem.
- All drinking water requirements were met.
- Water demand in May increased slightly from April, possibly from irrigation. Water demand was 12,000 gallons less than the five-year average. Sewer flows were up 40,000 gallons possibly due the seasonal runoff I&I. The District's share of the flow through the treatment plant were 39%.

- Utility staff cleaned approximately 14,000 linear feet of sewer line, mostly on the west side to the south side of the lake and the lines were now being inspected by the contractor.
- Utility staff started installing more meters and hoped to have all meters in the ground by the end of summer.
- Four homeowners were contracted regarding significant leaks. Most were simple fixes; stop n drain left open and a faucet left running. There were 14 ongoing leaks.
- Three escrow inspections and one new construction inspections were completed in May.
- Staff, including Mr. Schultz, attended CPR training and Mr. Lundgren continued to work towards acquiring his commercial driver's license.

Director Jackson said she asked at the last meeting about the asbestos cement water pipe and wanted to know why there seemed to be more leaking on the water side than the sewer side since there were both asbestos cement pipe. Mr. Schultz said water lines were under pressure causing leaks to manifest sooner if there was any erosion to a pipe as opposed to a non-pressurized sewer line. Mr. Baird said sewer lines tend to erode from the outside in.

**VII. Consent Items Calendar:** The Consent Items Calendar was presented to the Board for action. The Consent Items Calendar included the minutes from the May 12, 2022, Regular Meeting; May 2022 Check Register; financial reports for the month ending May 31, 2022; and Disbursements for Board Approval.

**A motion was made by Director Heald and seconded by Director Keatley to approve the Consent Items Calendar as presented.** The motion passed by a unanimous rollcall vote: Ayes: Directors Stockton Heald, Harvey, Jackson and Keatley.

**C. Old Business:**

A. Sam Steuart, of the University of Nevada Reno Ecology, Evolution and Conservation Biology program, presented an update on his "Water Quality Assessment of Serene Lakes and the Determination of Best Management Practices for Improving Lake Health". Also in attendance was his advisor Dr. Sudeep Chandra of the University of Nevada Reno Global Water Center. (A copy of Mr. Steuart's Power Point presentation, "Water Quality Assessment of Serene Lakes", and Mr. Schultz's "Presentation Notes" have been attached to the minutes.)

Mr. Steuart said the issue with the lakes was eutrophication and the water quality assessment was the best method for dealing with the issue. His presentation included the following topics:

- Eutrophication – was a complex issue that was affecting mountain lakes throughout the world but especially in the western US. It included changing environmental conditions, changes in lake hydrodynamics, nutrient pollution and food web disturbances such as fish stocking.
- Water Quality Assessment – the objective was to determine the present status of lakes Serena and Dulzura and to determine if there had been any changes since Dr. Vinyard's 1992 report. Also, to make informed decisions for the best management practices and/or restoration projects to maintain the health of the lakes for future generations.

- Historical study by Vinyard – performed August 28, 1990, classified Serene Lakes as mesotrophic or moderately productive (plant growth) with high levels of nutrient loading. A limited monitoring and control program was recommended.
- Snow water equivalent (SWE) – this information was important to help control the amount of nutrients in the lake.
- Water Clarity – was measured with Secchi disk. A 30 cm disc was lowered into the lake until it couldn't be seen any longer, then lowered further and raised again until it became visible. The difference between the two measurements determined the water clarity. He determined that the water clarity was lower than it was in 1990; indicative of increasing sedimentation and eutrophication.
- Water Temperature, chlorophyll and dissolved oxygen (DO) – a RBRmaestro, a multi-channel logger, was used to measure water temperature, chlorophyll and DO. He said water temperature of the lakes were stratifying and were higher than the previous collection. The higher temperature made since with the earlier ice off. However, when compared to Dr. Vinyard's report, the indication was that the lakes had been warming. He also noted that there were spikes in chlorophyll levels and that the DO levels showed anoxic hypolimnion.
- Photosynthetically active radiation (PAR) – a Biospherical Instrument and UV radiometer were used to measure light profiles.
- PAR extinction coefficient – the higher the light coefficient the quicker the light becomes attenuated; the long wavelength light wasn't penetrating the lake very deeply but was warming the lake.
- Nutrient, pH, total dissolved solids (TDS) and electrical conductivity (EC) samples collected – a Van Dorn depth sampler was used to collect samples. He observed that there were some anoxic periods. Some were due to daily cycles caused by lake metabolism and some for spikes in smoke from summer fires that suppress sunlight.
- Wildfires and anoxic periods – wildfire smoke was known to suppress UV radiation causing opposing effects on photosynthesis at different depths of water quality; increasing productivity in shallower waters while decreasing productivity in deeper areas. Some other anoxic periods occurred before the high smoke levels possibly due to bacterial respiration of decomposing plants and algae resulting in decreased DO. The decreased DO could have resulted in the prior catfish mortality.
- miniDOT sensor data – he deployed 19 miniDOTs throughout the two lakes for data collection. Both DO and water temperature were measured every 10 minutes in areas with and without plants. He said there was data variations that were normal due to lake metabolism but there were also periods when the DO was going much lower. Dr. Chandra said there were probes placed all over the lakes, that they were working through the data and had not made any conclusions yet.
- Aquatic macrophytes map – the two largest areas on the map were identified as pondweed and most of the smaller patches around the perimeter were bogbean. He said Dr. Vinyard's report suggested that the areas below two meters would be the areas with the greatest pondweed density but he found that pondweed grew in the areas of one to three meters.
- Next steps – included refining the analysis for the DO and temperature plots, proceeding with nutrient analysis, processing chlorophyll samples, developing

models and calibrations, take bathymetry readings and work with Dr. Heyvaert to develop initial ideas for management practices and/or restoration projects.

Mr. Steurt said, since the 1992 report, the following three observations were hallmark of eutrophication requiring further work to determine the nutrient loading and best management practices to control the issue.

1. Water temperatures in the lake had increased more than 3°C
2. Water clarity decreased by .9 meters
3. DO has been depleted to near zero values at some locations of the lakes.

Mr. Schultz said the presentation was a status report, that it was an ongoing study and that it would be at least another year before a definitive report was ready.

Mr. Baird asked about the effects of the October storm. Mr. Steurt said before the storm there was a large algae bloom that was flushed out of the system by the storm. He also said the clarity in lake Serena improved right after the storm.

Director Harvey asked if there was anyway to determine if any of the lake water was going into the ground water. Mr. Schultz said he doubted any water was going into the ground water but there might be some ground water going into the lake.

Director Jackson asked if it made sense to stock the lake this year. Dr. Chandra said the discussion was to proceed as normal until the report was done.

Director Stockton asked about the difference between the two lakes. Mr. Steurt said a question came to mind about if they were really two independent lakes or just one. Then the issue would be the rule about not swimming in a water supply lake. Director Stockton said he had been asked about the scientific reason for not swimming in the upper lake. Mr. Schultz said if the lakes were considered a single lake the State might completely ban body contact with the lakes. Mr. Steurt said there was evidence that parts of the lakes were not connected; some of the water in Dulzura was not mixing with the water in Serene.

B. The District's 2022/2023 Operating and Capital Improvements Budgets were presented to the Board for adoption. Mr. Schultz said he had neglected to include the \$200,000 for the District Engineer in the previously presented budget. The budget was reworked, most of the money to cover the District Engineer was taken from his budget line item because it still included 1,000 hours for Mr. Quesnel's advisory time.

Director Keatley said he understood that there would be a rate setting workshop later in the year to discuss long term revenue requirements but wanted to know what options were available if net income went negative; were there assets available to be sold off to finance expenses. Mr. Schultz said there were no assets to be liquidated but there was a reserve fund with Placer County Treasurer that could be utilized. He also said, as part of the revenue program, he would be recommending that the Board formally set a floor amount for reserves.

**A motion was made by Director Keatley and seconded by Director Stockton to adopt the 2022/2023 Operating and Capital Improvements Budgets as presented. The**

motion passed by a unanimous rollcall vote: Directors Stockton, Heald, Harvey, Jackson and Keatley.

Director Harvey asked when the Board would need to have a conversation to discuss near term rates in the event that a rate adjustment was needed. Mrs. Nickerson said a rate adjustment wouldn't be needed unless something drastic happened. She said the \$3,000,000 in reserves should carry the District two to three years. Mr. Schultz said he didn't think a rush to increase rates was needed, there was time to right size the rates. Director Harvey said that could be a conversation to have with the reserves for capital projects discussion. Mr. Schultz said that would be part of the next workshop and anticipated the next workshop would be held in October 2022. Director Keatley said if a rate increase was needed, it would probably be better to wait until July 2023. Mrs. Nickerson said a rate increase would be subject to a Proposition 218 hearing requiring a homeowner vote of approval.

D. **New Business:**

A. Mr. Robert W Johnson an Accountancy Corporation's engagement letter for the 2021/2022 Annual Audit was presented to the Board for consideration and possible action. Mrs. Nickerson said it was an audit requirement to provide the Board with a letter of engagement. Director Harvey said he only had a problem with the second to the last paragraph on the first page that basically said they would run tests because they were required but would not give an opinion or stand by the results. Mrs. Nickerson said the letters included information required by the Accounting Standards Board. Director Harvey said he would like the letter to state what they were going to provide, not what they weren't going to provide. Director Heald asked if Director Harvey had seen an audit report since joining the Board. Director Harvey said he had been involved in a number of other audits, some where well done and some not well done. He said he didn't know how he was going to feel at the end of this audit. Director Heald said, since the District was required to have an audit, it wasn't going to change the current decision. She did feel it would be helpful for him to look at a prior report. She said the audits were obtuse but followed what the letter outlined. She also said, in the past, the audit resulted in some items that were important and required Board action. Director Harvey said he had been involved in some audits where there was little transparency and others with a great deal of transparency. He said he would hate to find out there was a problem that was missed because the Board wasn't paying attention. Mr. Mitchell said it could be helpful to have the auditors attend a meeting to answer questions about the audit; they were obligated to present a report to the Board when there were irregularities. He also said he didn't look at the letter closely but it looked typical to letters received by other agencies. Director Heald said when she first joined the Board, she found the audits to be hard to understand. She said later she found that it was the norm and that the District got what it needed; the Board had received some important pieces of information over the years. Director Stockton said he agreed with Director Heald. If the auditors found something they were obligated to report it but, in the past, they hadn't found anything. Director Jackson said she would also appreciate a presentation by the auditors.

**A motion was made by Director Heald and seconded by Director Jackson to approve signature of the Engagement Letter with the condition that the auditors will present their findings after the audit.** The motion passed by a rollcall vote: Ayes: Directors Stockton, Heald, Jackson and Keatley. Noes: Director Harvey.

B. Director Jackson presented a request to add limits to the District's water conservation requirements for outdoor watering. She said the California State Water Board issued requirements for urban water agencies to limit landscape watering to before 10:00 am and after 6:00 pm. Mr. Schultz said the District did not have limits other than watering days based on street addresses. He also said the request could be added to the Water Conservation letter that would be going out with the annual billing in about a week. Director Harvey asked if the District had an issue with excessive water use due to irrigation and/or car washing and if the issue would be corrected with metered rates. Mr. Schultz said he didn't think there was a large amount of water waste due to irrigation or car washing etc. He said currently there was no issue with meeting the water needs of the District. He said water demand was the same all day long. He also said he felt that Director Jackson was striving for conformity which was a good idea. Director Heald asked if staff was monitoring the current watering policy. She said she didn't see a point in adding further restrictions if the current restrictions weren't being monitored. Mr. Schultz said he would add the request to water before 10:00 am and after 6:00 pm to the Water Conservation letter. No other action was taken.

**E. Administration:**

A. The two items on the Follow-up Items list from the May 12, 2022, Regular Meeting were completed. Mrs. Nickerson removed "free faucet aerator" availability from the District's website and funds were added to the 2022/2023 Operations Budget for the HOTFaP program.

B. A Status of Action Items was presented to the Board for consideration and possible action. Mr. Schultz reported that:

1. AMR and Metered Rate:
  - a. AMR Data Collection: Ongoing. Meter installation continued and the collection of general water use data was being collected. More granular information would be collected once more meters were installed.
  - b. Develop recommended method for providing customer access to their personal water use data: – Access to personal water use information was provided to some customers and monitoring of the performance of the devices would begin in June or July.
  - c. Develop Metered Rate Structure: Still at 85%. Farr West Engineering would be asked to take the District's schedule and true it up with the real time schedule. He anticipated it would be ready in August, 2022.
  - d. Rate Study Communication: Comments were received from Directors Stockton and Jackson. The comments would be incorporated and possibly presented at the July meeting. The Board would need to make decisions on how homeowners would be billed for wasted water. The Board would also have to develop a policy for wasted water fees and the possibility for relief.
2. Community Rate Workshop: The first community workshop was tentatively scheduled for October 2022. The materials to be discussed would be developed and shared with the Board prior to the workshop.

3. District's Policies and Procedures: Directors Heald and Jackson were reviewing the draft documents. It was anticipated that the remaining Policies and Procedures would be presented at the July meeting.
4. District's ownership of the Dam: – A meeting with Farr West Engineering was held to start developing a work plan for the acquisition of the Ice Lakes Dam and Serena Lake channel. Mr. Schultz would review the document received and report to the Board at the July meeting.
5. Retool General Manager Position – A meeting scheduled with Mr. Schultz and Directors Heald and Harvey was postponed due to illness. A meeting would be rescheduled before the next Board meeting.

Director Jackson said, regarding Item 1B, she had spoke to several people about participating in the Eye On Water program and found that a few of them who were willing did not have meters yet. She said it might be best to check with Mrs. Nickerson to see if the property had a meter before inviting them to participate.

Director Heald asked that the gift of land be added to the list.

F. **Adjournment**

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

The minutes were approved at the Regular Meeting held on July 14, 2022, as part of the Consent Items Calendar. A motion was made by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_ to approve the Consent Items Calendar as presented. The motion passed by a unanimous rollcall vote.

Water quality assessment of Serene Lakes & determination of best management practices for improving lake health:  
Project Update June 9<sup>th</sup>, 2022

Presentation Notes

Preface: These notes are organized as an aid to the PowerPoint presentation, with each numbered note corresponding to the slide number from the presentation.

1. Title page
2. Outline of the presentation
3. Issue: Eutrophication of Serene Lakes
  - a. Apparent excessive algal growth has been observed in Serene Lakes, including last summer during September and October, leading to the worry that these algal blooms may be indicative ongoing cultural eutrophication (the human influenced loading of nutrients leading to increased algal production).
  - b. Understanding the causes of eutrophication is complex and involves quantifying the loads of nutrients, internal cycling, amount and timing of production, nutrient and biological states.
4. Objectives of the Contemporary Water Quality Assessment of Serene Lakes
  - a. The goals of the current project are to provide a follow up to the 1992 Limnology Report by Professor Vinyard, determining the current state of the lakes, and to make scientifically backed up suggestions for practices to better manage the lakes and/or implement restoration projects to maintain or improve the lake ecosystem health
5. Historical study in 1992 by Vinyard evaluating the water quality in Serene Lakes
  - a. The Vinyard Limnology Report is a good reference from which to compare changes although the type of information while novel at the time may be limited in scope due to the amount and timing of collections and tools available (e.g. automated sensors). For example some of the key information needed to understand lake conditions (chemical, physical, and biological) was collected in one day on August 28, 1990.
  - b. The previous study classified the lakes as moderately productive
  - c. Found high levels of nitrogen loading in Serene Creek where it enters Lake Serena by the Bales pumping station
  - d. Made suggestions for management practices or restoration projects which have not been implemented
6. April 1<sup>st</sup> Snow Water Equivalent (SWE) Difference from Mean Graph
  - a. SWE is the amount of water you would get if you took a column of snow and melted it down
    - i. For any of you who are skiers, you can think of SWE as a measure of “powdery-ness” as fresh powder will have a very low SWE because it is light and fluffy and full of air, while spring corn will have a much higher SWE larger grain sizes that are more compactly sorted and contain less air. It is important to characterize our study in relation to SWE since the

- hydrology and climate condition in winter-spring can set conditions (physics, chemistry, and biology) for the growing season in summer
- b. Traditionally, April 1<sup>st</sup> SWE is an important metric because it functions as a control on the in-lake nutrient levels in mountain lakes
    - i. During years with high April 1<sup>st</sup> SWE, the total nutrient loads can be greater although concentration of nutrients might be lower due to dilution due to increased runoff. The higher runoff with increased SWE can also flush nutrients out of the lake that may have been generated at the sediment-water interface during winter. Winters with higher SWE lead to longer ice conditions on the lake and a shorter growing season.
    - ii. Inversely, during low April 1<sup>st</sup> SWE, although there is less runoff delivering nutrients to mountain lakes and possibly more concentrated nutrients. Further, low April 1<sup>st</sup> SWE is correlated to early ice-off, thereby exposing mountain lakes to warming earlier in the season and generally leading to warmer summer water temperatures which can also promote plant and algal growth.
  - c. The graph shows the years from 1971-2022 on the x-axis and the April 1<sup>st</sup> SWE difference from the mean for the period on the y-axis. In other words, each bar on the graph shows that year's April 1<sup>st</sup> SWE minus the mean April 1<sup>st</sup> SWE from the period 1971-2022, which is 81.62cm. (There is another graph on slide 33 which shows the same data but in the raw form, without the mean subtracted from each year.) The orange bars represent the years in the first quartile for April 1<sup>st</sup> SWE, or the lowest 25% of April 1<sup>st</sup> SWE on record. The grey bars represent the interquartile range, or the middle 50% of April 1<sup>st</sup> SWE years, which are close to the average. The blue bars represent the 4<sup>th</sup> quartile, or the top 25% of April 1<sup>st</sup> SWE for the recorded period.
  - d. Notice that in the last decade or so since 2010 there have been less "average" years, as represented by grey bars, and more years that fall into the 1<sup>st</sup> or 4<sup>th</sup> quartile, represented by the orange and blue bars, respectively. A statistical f-test to compare the variances in the period before 2010 and the period after 2010 shows that the variation from the mean after 2010 is greater than for the preceding period. In other words, there have been less average snowfall years and more heavy or light snowfall years in the past dozen years since 2010.
7. The mini dissolved oxygen and temperature sensors called miniDOTs highlighted by the red circles are placed at index stations at the deepest locations of Lake Serena and Lake Dulzura.
  8. Water clarity is frequently measured with a Secchi disk, which is a 30 cm black and white disk which is lowered into the water until it can no longer be seen with the naked eye, and that depth is used as a measure of the clarity of the water.
  9. Water clarity in both lakes decreases during the summer and increases during the fall, which is typical of mountain lakes. The Secchi depth at the end of August in 2021 (8/25/21) was almost a meter less than at the end of August in 1990 (8/28/90) suggesting that the water clarity has decreased substantially although we recognize the climate years (e.g. SWE) are different and there is only one data point for reference. From our experience working long term data in another smaller mountain lake, clarity can be

highly variable by year and within a year. So we should interpret this change with caution and recommend longer term monitoring of clarity and nutrients.

10. Water temperature, chlorophyll a, and dissolved oxygen profiles measured with RBR*maestro*<sup>3</sup> multi-channel logger
  - a. This advanced logger allowed me to measure the same variables as the Vinyard study but at much higher frequency in space and time.
11. The RBR temperature measurements show that the lakes stratify by temperature during the summer, which is typical. It also shows that the surface water temperature has increased by several degrees Celsius compared to 1990.
12. The RBR shows depths with elevated levels of chlorophyll which shifted throughout the season, indicating that there are zones of high algal and/or plant productivity which changed in depth throughout the season.
13. The RBR dissolved oxygen profiles show that the hypolimnion, or deepest part of the lakes with cold water, became anoxic (without oxygen) during August and September, which is a typical occurrence in stratified mountain lakes due to bacterial decomposition and respiration at the lakebed. A spike of oxygen between 4-6m of depth in Lake Dulzura on 8/9/21 suggests a deep chlorophyll (algae) maximum may have been occurring due to high algal productivity deeper within the water column.
14. The Radiometer is a specialized device that is used to measure the depth of penetration of specific wavelengths of light in the water column including ultraviolet (UV) and visible (photosynthetically active radiation (PAR). PAR are wavelenths from 400-700nm, which is the wavelength that plants including algae use to produce energy in the form of sugars through photosynthesis. It also measures various wavelengths of ultraviolet light, which can suppress algal/plant growth by damaging them in the same way that UV light damages our skin, giving us sunburns.
15. The intensity of light in the water column diminishes with depth in an approximately exponential way:
  - a.  $I_z = I_0 * e^{-Ez}$
  - b. Where  $I_z$  and  $I_0$  are intensities of light at depth  $z$  and just below the surface, respectively, and  $E$  is the extinction coefficient for the wavelength(s) in question, and  $z$  is a depth within the water column.
  - c. These graphs show that there is an aphotic, or lightless, zone from about 6 meters down in the lakes, but that the depth to which light penetrates, (or in other words the rate of exponential decay of PAR within the water column,) changes slightly throughout the season.
16. These graphs show the extinction coefficient,  $E$ , from equation 15. a., throughout the season for both lakes. The greater the extinction coefficient, the more quickly that light becomes attenuated within the lake, meaning it does not penetrate as deep. The value of the extinction coefficient depends on the amount of dissolved materials and particulate matter in the water.
17. Nutrient, pH, total dissolved solids and electrical conductivity samples collected
  - a. This slide shows pictures of me using the Van Dorn water sampler to take water samples from the index station
18. A table of the 216 water samples collected and filtered when necessary for analysis that will be carried out with the assistance of senior lab members.

19. Besides the anoxic hypolimnion that was observed by the RBR, which is a normal feature of lake summer dynamics typically caused by stratification and bacterial decomposition of organic material at the lake bottom, we also observed localized periods of oxygen depletion through the high resolution available from having so many miniDOT sensors deployed in the lakes. They show some interesting lake dynamics which are most likely partially attributable to wildfire smoke induced light suppression, but which are more complicated and which we will have better answers for once we finish modelling the lake metabolism.
20. PAR decreases throughout the June-November period as is expected due to changes in the position of the sun in the sky and thus decreasing daylight hours, and experienced suppression during July through September due to wildfire smoke.
21. Nine miniDOTs were deployed in Lake Dulzura and ten in Lake Serena. They were deployed in water columns of different depths, with or without aquatic plants present, in order to answer questions about how the lake metabolism varies by site.
22. miniDOT map showing the location of all 19 of the deployed probes.
23. Each faceted set of 3 graphs corresponds to one miniDOT, with the first plot in each set showing the dissolved oxygen in mg/L, the second plot showing the oxygen saturation as a percentage, and the final plot showing the water temperature. Despite showing similar trends overall, each site has highly variable patterns with regards to daily variation in oxygen, oxygen depletion events, and degree of daily temperature variation. The takeaway is that we are working with a very large dataset, which will be very useful for building an advanced metabolism model which will help answer questions about why different parts of the lake experience different patterns of daily variation.
24. See 23 above.
25. miniDOT map showing the location of three specific graphs shown on next slide.
26. These graphs show just the first plot from the faceted plots on slides 23 and 24 – the dissolved oxygen levels in mg/L throughout the season, which is the line shown in red, with the PM2.5 smoke graphs also plotted on the same graphs in black. PM2.5 refers to particulate matter of 2.5 microns and smaller. For comparison, human hairs are about 70 microns in diameter, so PM2.5 are particles about 30 times smaller than hair or less. These particles are important ecologically, because they suppress both PAR as well as UV light. PAR is required for photosynthesis and thus plant/algal productivity, while UV light can photo inhibit plant/algal productivity by damaging their cells. Previous studies such as Scordo *et al.* 2021 have found that wildfire smoke shifts productivity up within the water column, as PAR becomes attenuated more quickly and deeper waters no longer receive enough PAR for photosynthesis, while UV light is also attenuated more quickly, allowing plants/algae to grow in areas that previously would have received too much photo inhibiting UVR.
27. As anyone who has ever gone for a swim in Lake Dulzura or boated on either lake will know, the aquatic plant map shows that there are major patches of pondweed (*Potamogeton natan*) in both of the lakes. It is the dominant macrophyte present in the lakes.
28. Pictures of the most abundant species of aquatic plants found in the lakes. Notably, the *Vallisneria* species was not identified by the Vinyard study, which suggest that it may be a new introduction.

29. Next steps. Need to think about how to use this data to create a lake production model and understanding the patterns of production around the lakes.
30. Summary.
31. Concluding slide.
32. Citations.
33. This is the other SWE graph previously referred to in 6. It shows the same data just visualized in a different way, as the mean has not been subtracted from each year. Therefore, the y-values are simply the April 1<sup>st</sup> SWE for that given year. Notice, for instance, that the lowest value occurred in 2015, when the April 1<sup>st</sup> SWE was 0.

Water quality assessment of Serene Lakes & determination  
of best management practices for improving lake health:  
Project Update June 9<sup>th</sup>, 2022

Sam Steuart

Ecology, Evolution, and Conservation Biology  
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Dr. Sudeep Chandra  
Global Water Center

 **Global Water Center**  
University of Nevada, Reno

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# Outline

- Issue: Eutrophication
- Water quality assessment
- Historical study by Vinyard
- Snow water equivalent (SWE)
- Water clarity
- Water temperature, chlorophyll a and dissolved oxygen (DO)
- Photosynthetically active radiation (PAR)
- PAR extinction coefficient
- Nutrient, pH, total dissolved solids (TDS) and electrical conductivity (EC) samples collected
- Wildfires and anoxic periods
- miniDOT sensor data
- Aquatic macrophytes
- Next steps

# Issue: Eutrophication of Serene Lakes

- Mountain lake eutrophication is caused by complex and interactive drivers including changing environmental conditions, changes in lake hydrodynamics caused by climate change, nutrient pollution, and food web disturbances – Vadeboncoeur *et al.* (2021)
- The rates of warming of high elevation ecosystems are among the fastest globally – Sadro *et al.* (2018)
- The climate exerts control on hydrology, water temperature, solute concentrations and aquatic biota – Moser *et al.* (2019)
  - A warming climate generally leads to shortened ice cover duration, resulting in longer ice-free periods and warmer water temperatures thereby increasing the strength of the air/watershed connectivity to the lake – Moser *et al.* (2019)
- During high snowfall years, the total nutrient loads are higher, but flushing and dilution during snowmelt can lead to reduced in-lake nutrient concentrations at the start of the ice-free season. Alternatively, during years with lower snowpack, lakes ice-off earlier, warm more, and may have higher in-lake nutrient concentrations due to lower flushing rates – Sadro *et al.* (2018)
- Many mountain lakes were historically fishless with unique cold-water food webs whose keystone species were invertebrates, but in the western US most of all naturally fishless lakes have been stocked with nonnative trout species – Baron *et al.* (2020)
- Leads to cascading biological changes such as increased plant and algal growth, fish kills, changes in community structure



Large algal blooms at the shallow south end of Lake Dulzura photographed on 9/28/21

# Contemporary Water Quality Assessment of Serene Lakes: Objectives

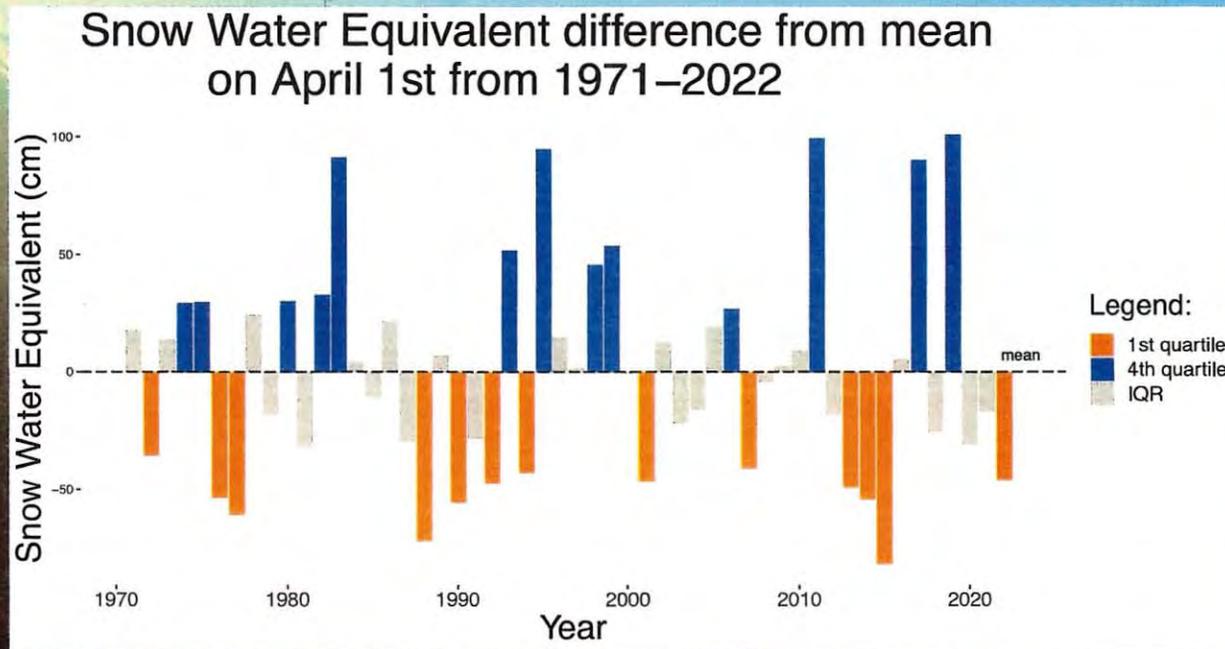
The last scientific report on the state of the Serene Lakes was the 1992 Limnology Report by Professor Gary Vinyard, University of Nevada

Objective: To determine the present status of Serene and Dulzura lakes and make informed suggestions for best management practices and potential restoration projects to maintain the health of the lakes.

## Historical study in 1992 by Vinyard evaluating the water quality in Serene Lakes

- Performed August 28, 1990 (snapshot)
- Classified Serene Lakes as mesotrophic or moderately productive
- Found high levels of nitrogen nutrient loading in Serene Creek, the inflowing creek
- Suggested a monitoring and control program to limit nutrient loading and sedimentation
  - Restoration projects such as constructing wetlands at the inflows
  - Sediment exclusion during times of high runoff
  - Plan to control vegetation growth and algal blooms due to shallow nature of the lakes – 50% of the lakes are less than 2m deep

The variation from the mean post-2010 is greater than it is pre-2010 ( $p = 0.04$ ). This has important consequences as high April 1<sup>st</sup> SWE is correlated to late ice-off and nutrient flushing, while low April 1<sup>st</sup> SWE is correlated to early ice-off and high primary productivity (Sadro (2018))



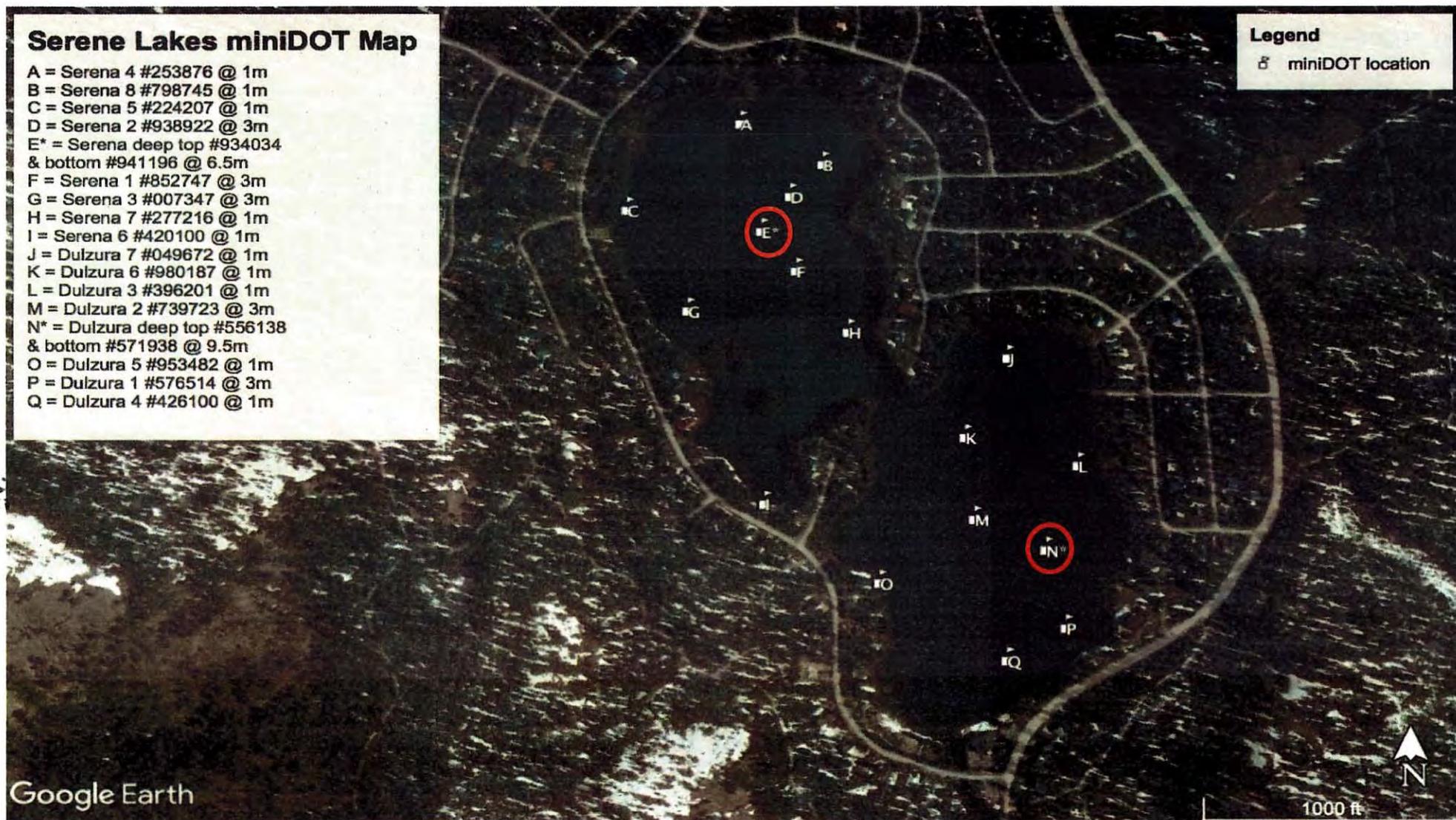
“[P]hytoplankton biomass is increasing as a result of both interannual variability in precipitation and long-term warming trends” – Sadro (2018)

## Serene Lakes miniDOT Map

A = Serena 4 #253876 @ 1m  
B = Serena 8 #798745 @ 1m  
C = Serena 5 #224207 @ 1m  
D = Serena 2 #938922 @ 3m  
E\* = Serena deep top #934034  
& bottom #941196 @ 6.5m  
F = Serena 1 #852747 @ 3m  
G = Serena 3 #007347 @ 3m  
H = Serena 7 #277216 @ 1m  
I = Serena 6 #420100 @ 1m  
J = Dulzura 7 #049672 @ 1m  
K = Dulzura 6 #980187 @ 1m  
L = Dulzura 3 #396201 @ 1m  
M = Dulzura 2 #739723 @ 3m  
N\* = Dulzura deep top #556138  
& bottom #571938 @ 9.5m  
O = Dulzura 5 #953482 @ 1m  
P = Dulzura 1 #576514 @ 3m  
Q = Dulzura 4 #426100 @ 1m

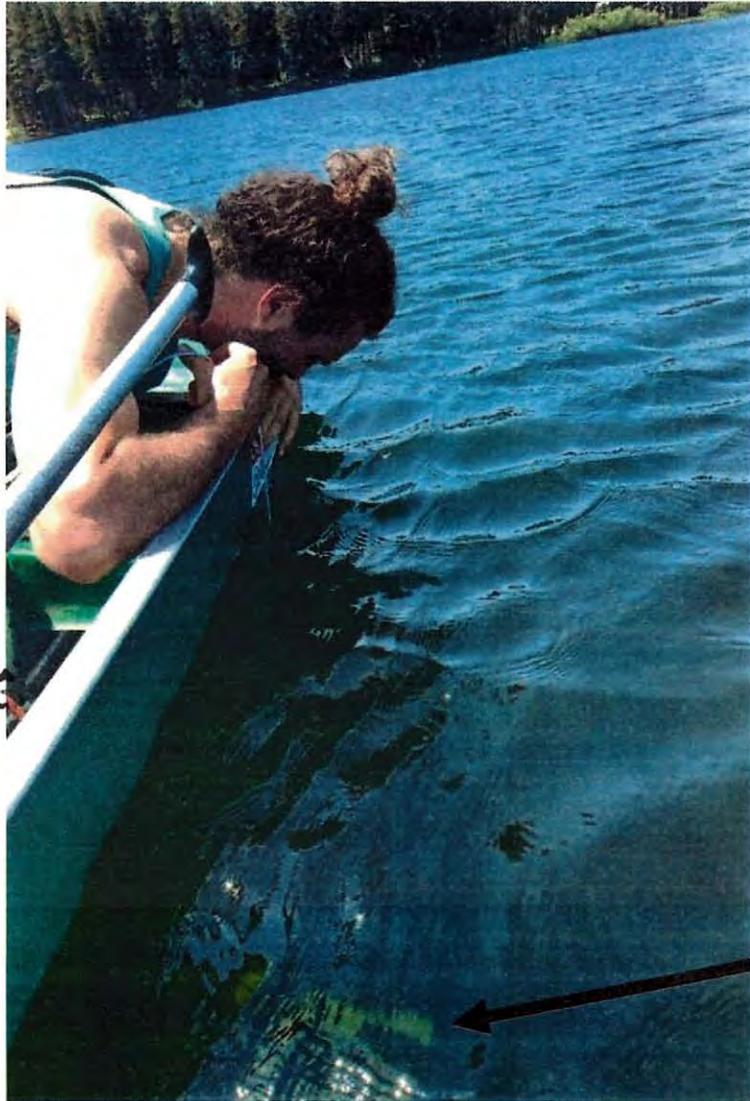
## Legend

♣ miniDOT location



Google Earth

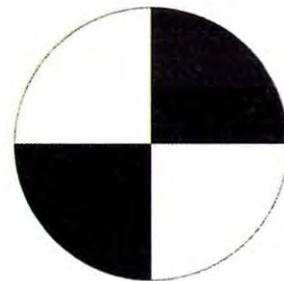
1000 ft



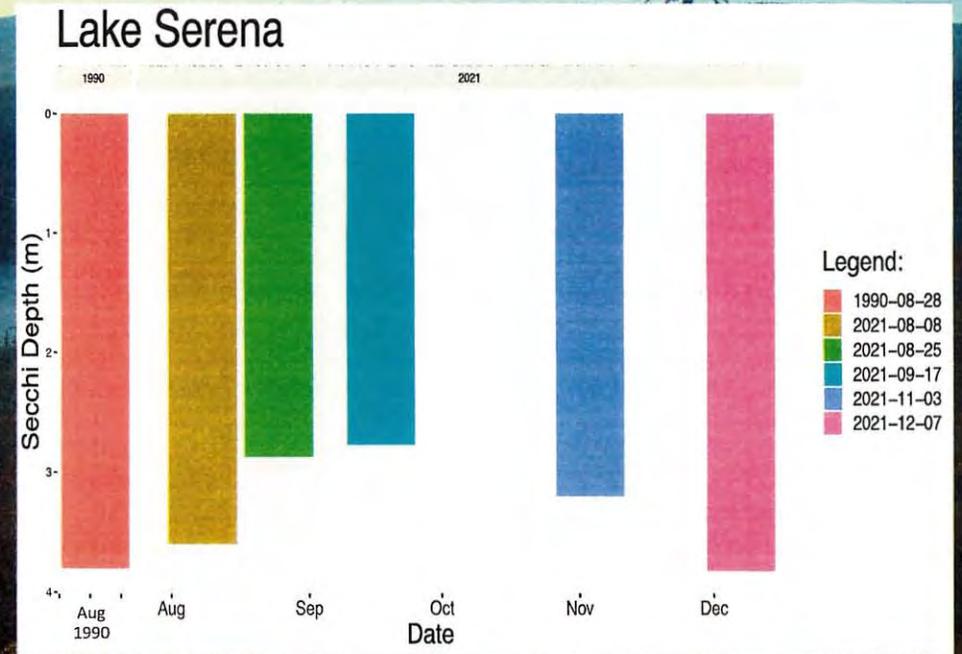
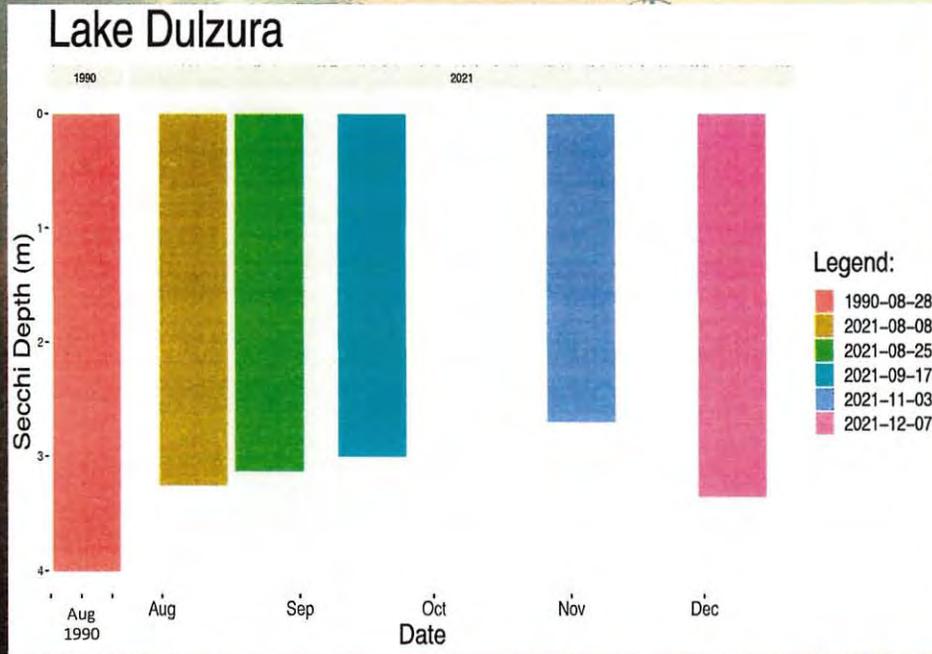
## Water clarity measured with Secchi disk

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- Secchi Depth is a simple measure of water clarity invented in 1865 by the Italian physicist Angelo Secchi which is still commonly used today
- A 30 cm disk on a rope or chain is lowered into the water until the point when one can no longer see it, then lowered further and raised until it becomes visible again
- The average of these two values is taken as a measure of the water clarity



Water clarity has decreased almost 1 meter as measured by Secchi depth

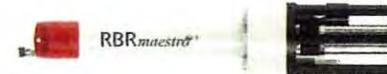


# Water temperature, chlorophyll a, and dissolved oxygen profiles measured with RBR*maestro*<sup>3</sup> multi-channel logger

- The RBR*maestro*<sup>3</sup> multi-channel logger is lowered from the boat to the bottom on the deepest part of the lake at each index station, taking 16 data points per second
- Allows for higher frequency data collection
  - For reference, the Vinyard study took 12 data points for Lake Dulzura profiles and 9 data points for Lake Serena profiles, the RBR*maestro*<sup>3</sup> takes more than an order of magnitude more readings for similar profiles



RBR*maestro*<sup>3</sup> | Multi-Channel Logger



#### Features

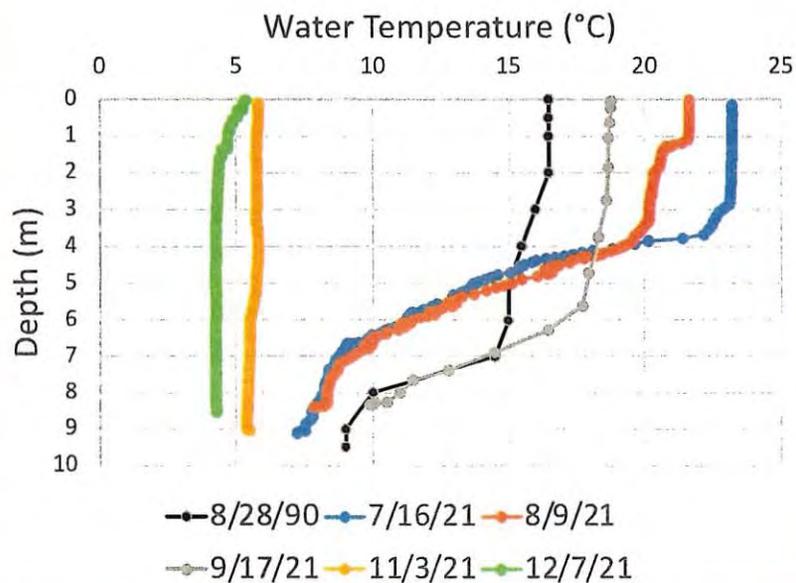
- Up to 24M readings
- Up to 10Hz sampling
- USB-C download
- Tank activation
- WiFi ready
- Supports 2 to 10 channel combinations
- Realtime communication with LSP, RS-232, or RS-485

#### Available sensors

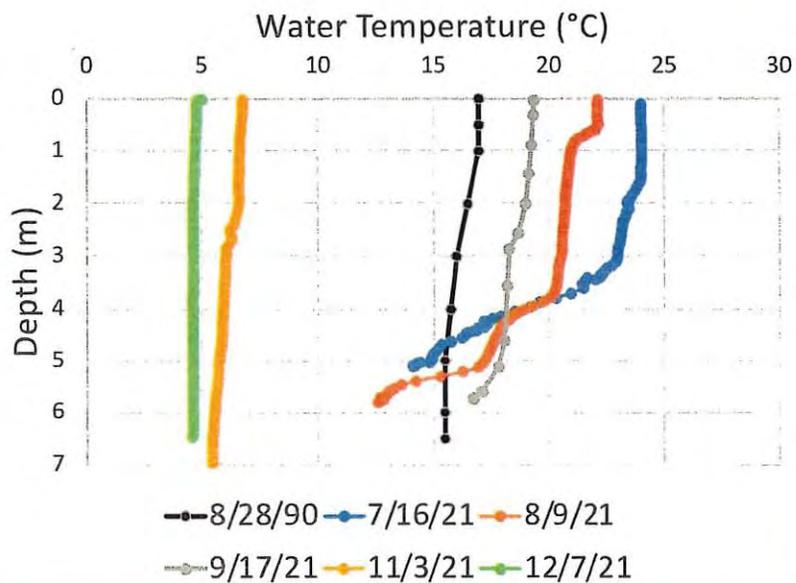
Conductivity, Temperature, Depth, CO<sub>2</sub>, Dissolved Oxygen, Fluorescence, DP, PAR, pH, Turbidity, Transmittance, and Voltage

Water temperature indicates lake stratification and is higher than previous collection

### Lake Dulzura

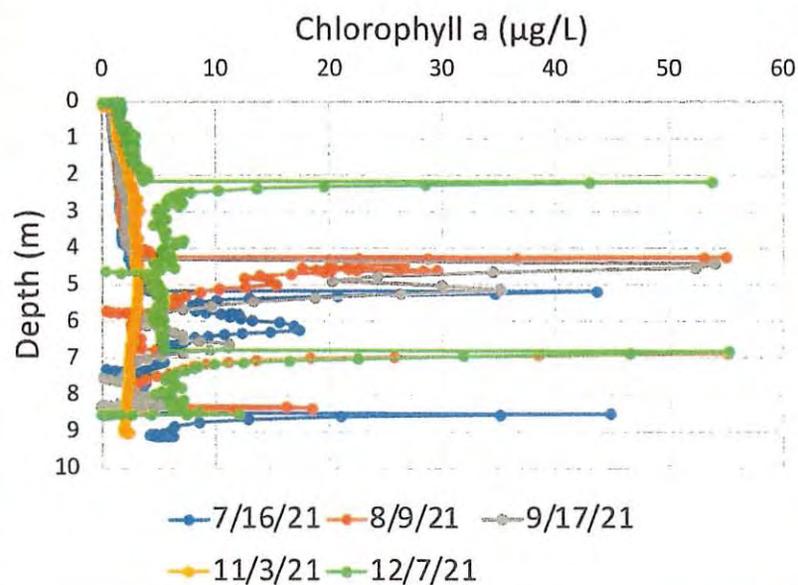


### Lake Serena

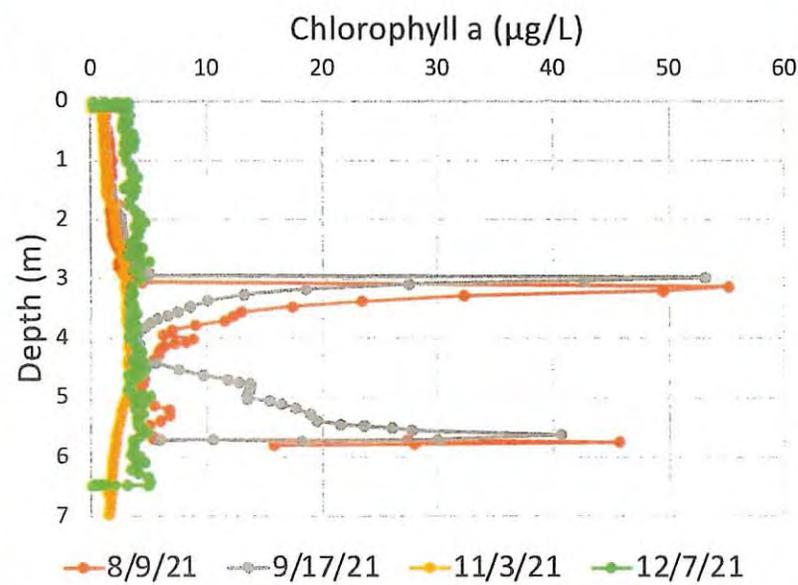


Chlorophyll levels indicate zones of high productivity which shift in depth over season

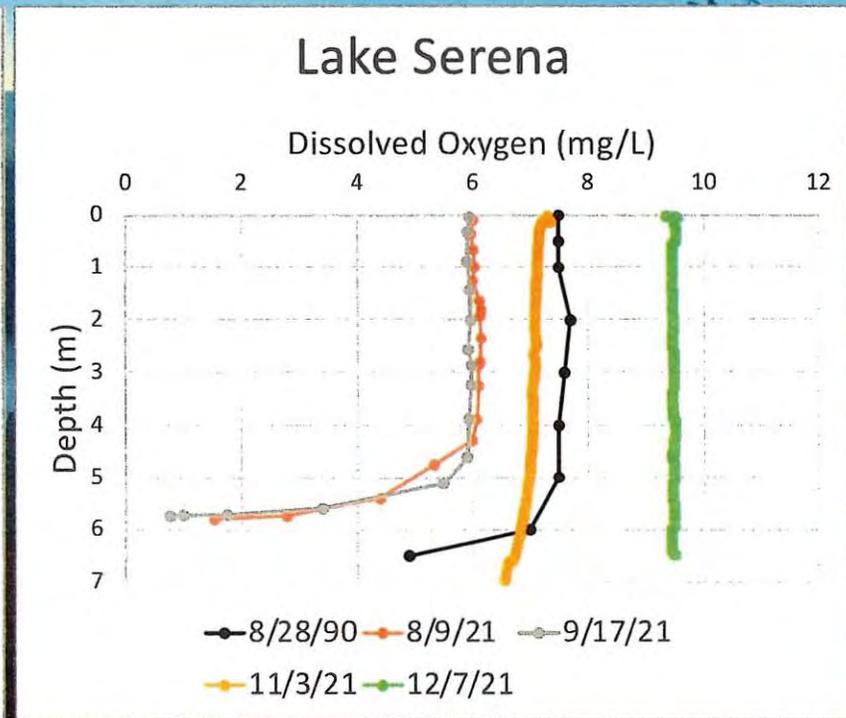
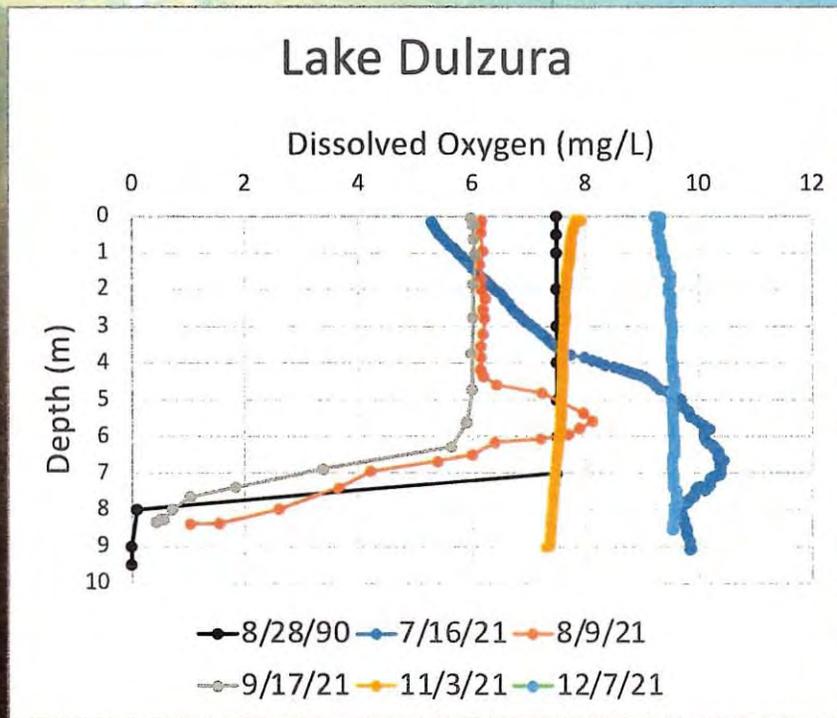
Lake Dulzura



Lake Serena



Dissolved oxygen shows anoxic hypolimnion during August and September and a deep chlorophyll maximum in Lake Dulzura during August



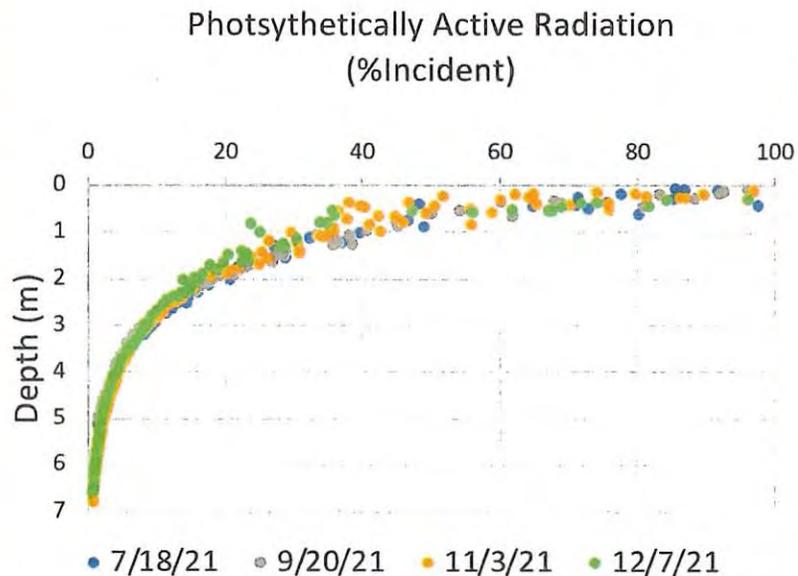
## Light profiles with Biospherical Instruments UV radiometer

- The submersible multichannel radiometer logger is lowered from the boat to the bottom on the deepest part of the lake at each index station recording the intensity of radiation in the 305nm, 320nm, 380nm and PAR(400-700nm) spectra
- A deck cell remains on the boat recording the incident light of the same wavelengths

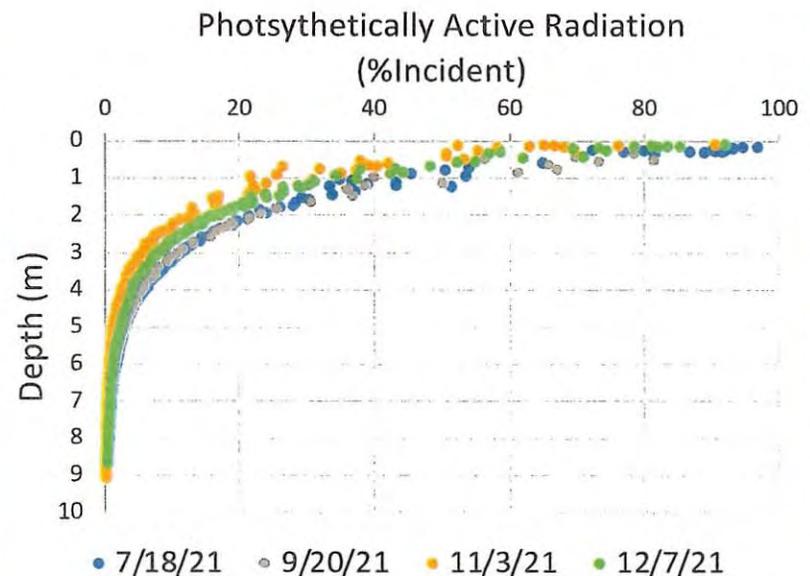


# Visible light (PAR) transmission changes with depth and over season

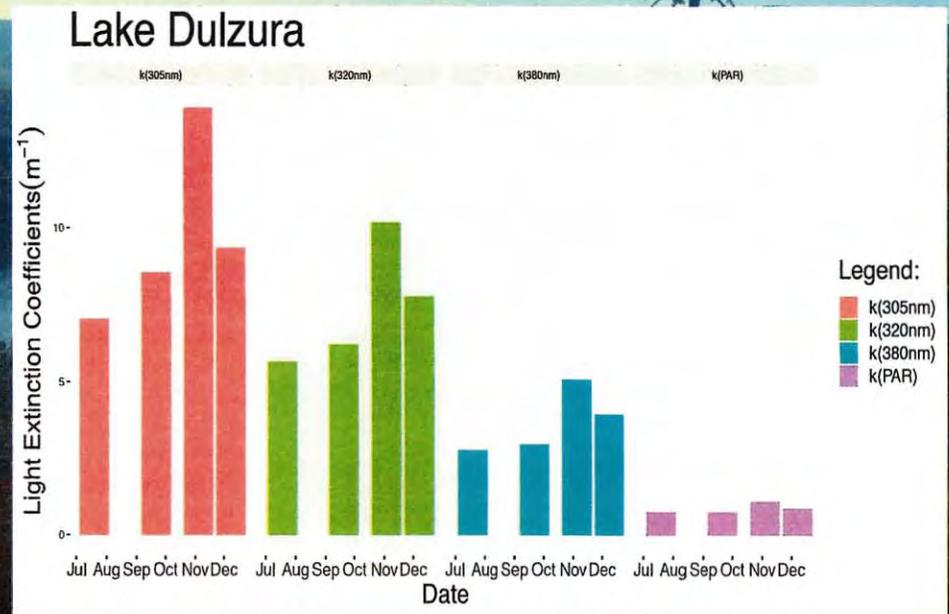
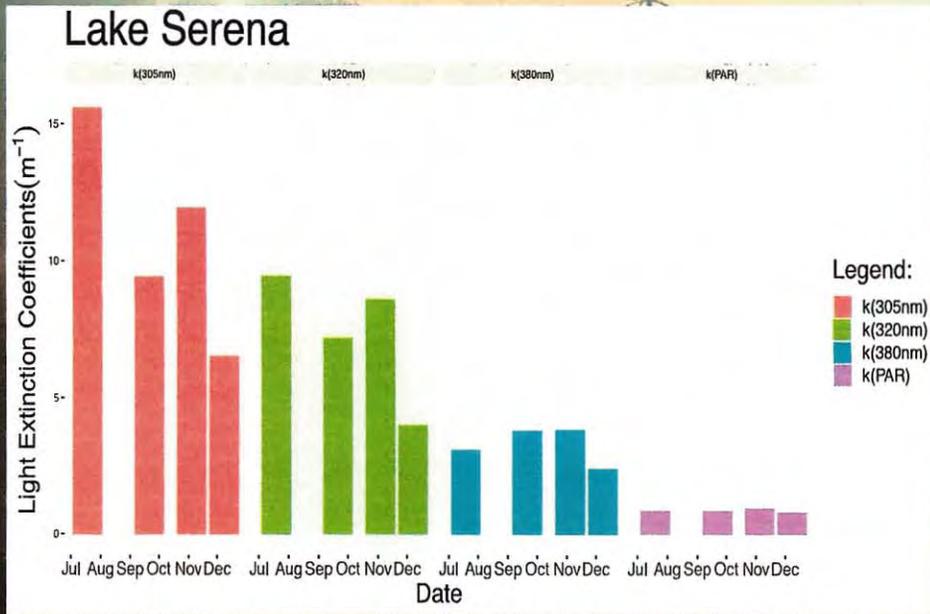
## Serena



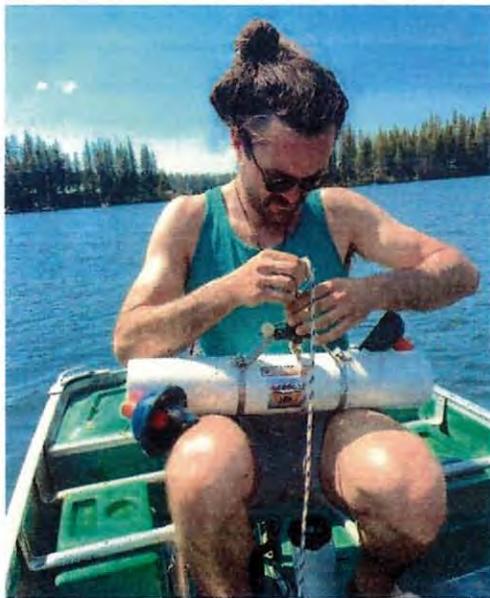
## Dulzura



# Light attenuation varies by lake and light wavelength



# Nutrient, pH, total dissolved solids and electrical conductivity samples collected



- Water samples collected with a Van Dorn depth sampler
  - Lake Dulzura: partially mixed layer sample consisting of 0, 1, and 3 m and a deep hypolimnion sample from 8 m
  - Lake Serena: partially mixed layer sample consisting of 0, 1, and 2 m and a deep hypolimnion sample from 5 m
- The Van Dorn is set up in the open position and lowered to the appropriate depth
- A metal “messenger” weight is sent down the line causing the end caps to retract thereby trapping a water sample from the desired depth in the device

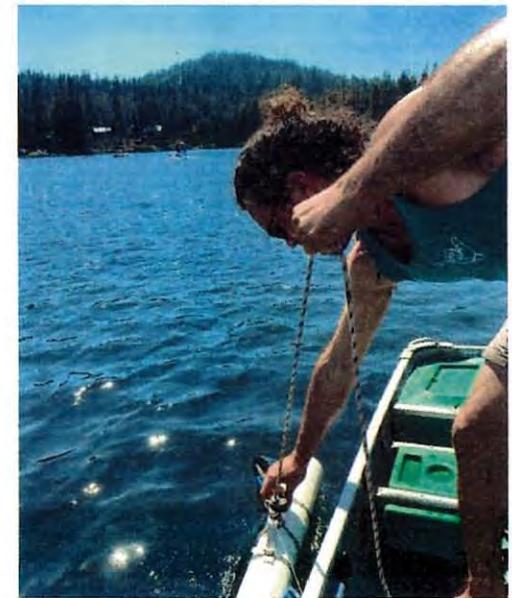


Table of nutrient, pH,  
total dissolved solids  
and electrical  
conductivity samples  
collected

**Legend:**

Sites:

- SD = Lake Serena index site hypolimnion samples
- SPML = Lake Serena partially mixed layer epilimnion samples
- DD = Lake Dulzura index site hypolimnion samples
- DPML = Lake Dulzura partially mixed layer epilimnion samples
- SC = Serena Creek Inflow
- DC = Dulzura Creek Inflow

Nutrient Samples:

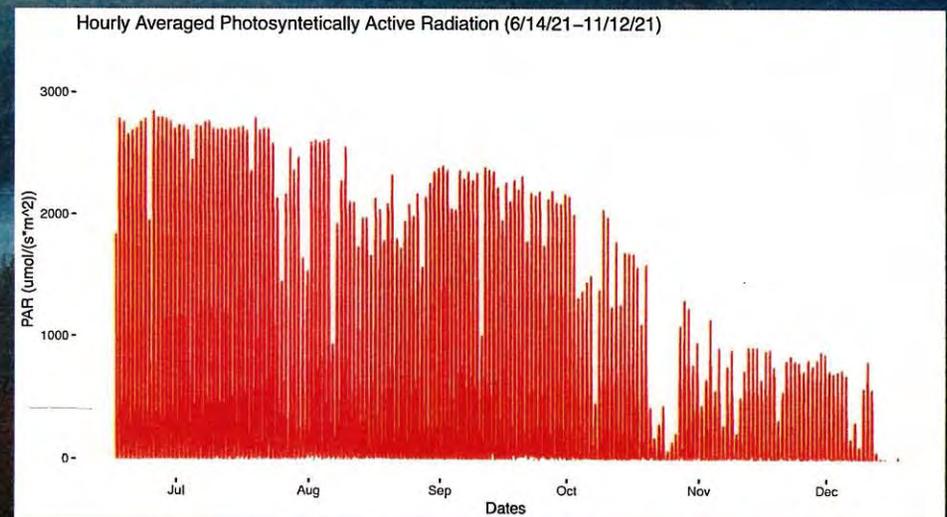
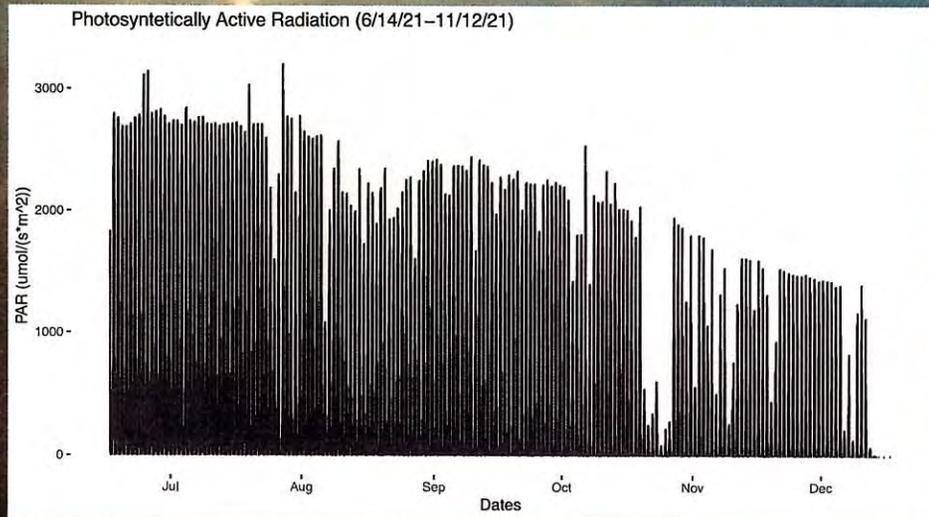
- C = collected

| Date    | Site | pH | TDS (ppm) | EC ( $\mu\text{s}/\text{cm}$ ) | TN  | TP | NO <sub>3</sub> /NH <sub>4</sub> | PO <sub>4</sub> | SO <sub>4</sub> |
|---------|------|----|-----------|--------------------------------|-----|----|----------------------------------|-----------------|-----------------|
| 6/17/21 | SD   |    | 7.58      | 28                             | 58  | C  | C                                | C               | C               |
| 6/17/21 | SPML |    | 7.32      | 46                             | 23  | C  | C                                | C               | C               |
| 6/17/21 | DD   |    | 7.70      | 279                            | 494 | C  | C                                | C               | C               |
| 6/17/21 | DPML |    | 7.65      | 11                             | 22  | C  | C                                | C               | C               |
| 6/17/21 | SC   |    | 7.38      | 45                             | 94  | C  | C                                | C               | C               |
| 6/17/21 | DC   |    | 7.61      | 12                             | 24  | C  | C                                | C               | C               |
| 7/18/21 | SD   |    | 6.73      | 32                             | 64  | C  | C                                | C               | C               |
| 7/18/21 | SPML |    | 6.90      | 22                             | 44  | C  | C                                | C               | C               |
| 7/18/21 | DD   |    | 6.53      | 16                             | 30  | C  | C                                | C               | C               |
| 7/18/21 | DPML |    | 6.97      | 14                             | 28  | C  | C                                | C               | C               |
| 7/18/21 | SC   |    | 6.14      | 17                             | 34  | C  | C                                | C               | C               |
| 8/9/21  | SD   |    | 6.39      | 13                             | 26  | C  | C                                | C               | C               |
| 8/9/21  | SPML |    | 6.62      | 16                             | 32  | C  | C                                | C               | C               |
| 8/9/21  | DD   |    | 5.90      | 9                              | 18  | C  | C                                | C               | C               |
| 8/9/21  | DPML |    | 6.58      | 13                             | 26  | C  | C                                | C               | C               |
| 8/9/21  | SC   |    | 6.00      | 19                             | 38  | C  | C                                | C               | C               |
| 8/25/21 | SD   |    | 6.86      | 14                             | 28  | C  | C                                | C               | C               |
| 8/25/21 | SPML |    | 6.91      | 18                             | 36  | C  | C                                | C               | C               |
| 8/25/21 | DD   |    | 5.71      | 13                             | 26  | C  | C                                | C               | C               |
| 8/25/21 | DPML |    | 7.10      | 14                             | 28  | C  | C                                | C               | C               |
| 8/25/21 | SC   |    | 6.41      | 17                             | 34  | C  | C                                | C               | C               |
| 9/17/21 | SD   |    | 7.07      | 10                             | 20  | C  | C                                | C               | C               |
| 9/17/21 | SPML |    | 7.73      | 12                             | 24  | C  | C                                | C               | C               |
| 9/17/21 | DD   |    | 5.87      | 10                             | 20  | C  | C                                | C               | C               |
| 9/17/21 | DPML |    | 7.88      | 14                             | 28  | C  | C                                | C               | C               |
| 9/17/21 | SC   |    | 6.59      | 15                             | 30  | C  | C                                | C               | C               |
| 11/3/21 | SD   |    | 7.65      | 11                             | 22  | C  | C                                | C               | C               |
| 11/3/21 | SPML |    | 7.84      | 18                             | 36  | C  | C                                | C               | C               |
| 11/3/21 | DD   |    | 7.67      | 19                             | 38  | C  | C                                | C               | C               |
| 11/3/21 | DPML |    | 7.61      | 10                             | 20  | C  | C                                | C               | C               |
| 11/3/21 | SC   |    | 6.62      | 17                             | 34  | C  | C                                | C               | C               |
| 12/7/21 | SD   |    | 7.62      | 12                             | 24  | C  | C                                | C               | C               |
| 12/7/21 | SPML |    | 7.54      | 7                              | 14  | C  | C                                | C               | C               |
| 12/7/21 | DD   |    | 6.93      | 7                              | 14  | C  | C                                | C               | C               |
| 12/7/21 | DPML |    | 6.83      | 6                              | 12  | C  | C                                | C               | C               |
| 12/7/21 | SC   |    | 6.83      | 8                              | 16  | C  | C                                | C               | C               |

# Observation: anoxic periods

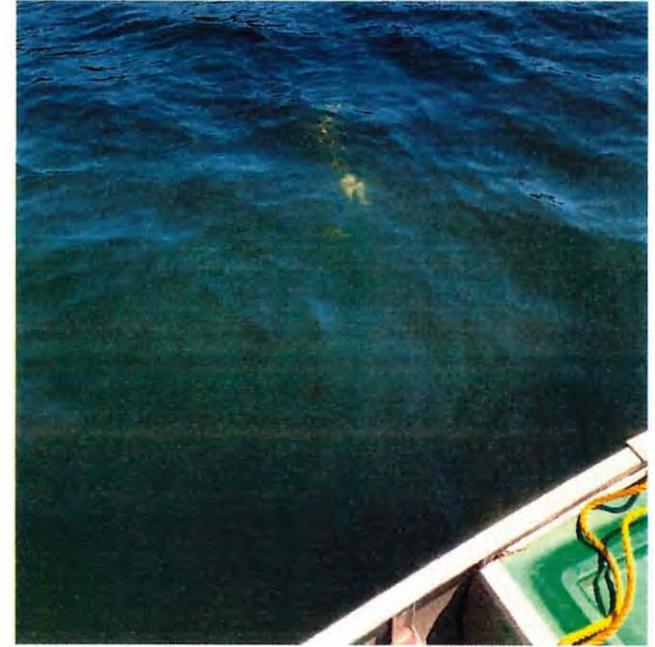
- Daily cycle caused by lake metabolism: plant and algal photosynthesis and respiration
- Some anoxic periods associated with spikes in smoke from summer fires suppressing sunlight
  - Wildfire smoke suppresses UVR more than PAR, and can therefore have opposing effects on photosynthesis at different depths due to a release from photoinhibition from UVR in shallow water, while preventing PAR from reaching deeper habitat (Scordo *et al.* 2021)
- Other anoxic periods not associated with high smoke levels
- Possible explanations:
  - Bacterial respiration while decomposing plant and algal matter
  - Sediment resuspension from high winds
- DO below 2.5 mg/ L can result in catfish mortality

Visible light (PAR) at the surface of the lake was suppressed by wildfire smoke during study period from late June - September





“The development of high frequency, in-situ sensors have been used extensively in recent years to document temporal variability in, for example, temperature, dissolved oxygen, and nutrients, which are critical to understanding species biology and distribution” – Moser *et al.* (2019)



49

## miniDOT sensors

- Deployed a total of 19 miniDOT throughout the two lakes
- Allows for vastly higher frequency and resolution data collection than was possible for the Vinyard study, as the sensors record DO and water temperature every ten minutes, and were strategically placed in different habitat zones; pelagic, littoral and profundal, with or without macrophytes present

## Serene Lakes miniDOT Map

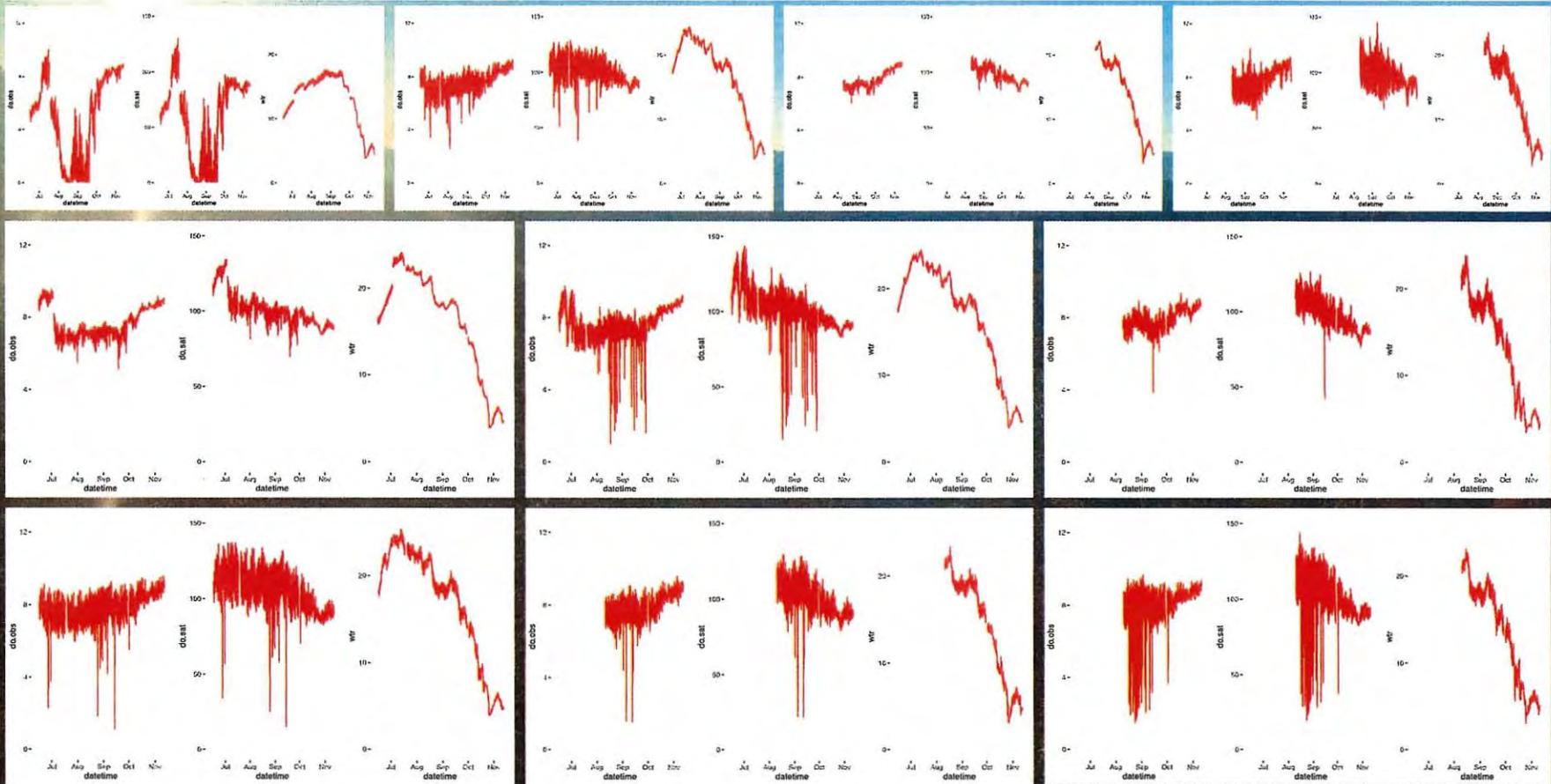
A = Serena 4 #253876 @ 1m  
B = Serena 8 #798745 @ 1m  
C = Serena 5 #224207 @ 1m  
D = Serena 2 #938922 @ 3m  
E\* = Serena deep top #934034  
& bottom #941196 @ 6.5m  
F = Serena 1 #852747 @ 3m  
G = Serena 3 #007347 @ 3m  
H = Serena 7 #277216 @ 1m  
I = Serena 6 #420100 @ 1m  
J = Dulzura 7 #049672 @ 1m  
K = Dulzura 6 #980187 @ 1m  
L = Dulzura 3 #396201 @ 1m  
M = Dulzura 2 #739723 @ 3m  
N\* = Dulzura deep top #556138  
& bottom #571938 @ 9.5m  
O = Dulzura 5 #953482 @ 1m  
P = Dulzura 1 #576514 @ 3m  
Q = Dulzura 4 #426100 @ 1m

## Legend

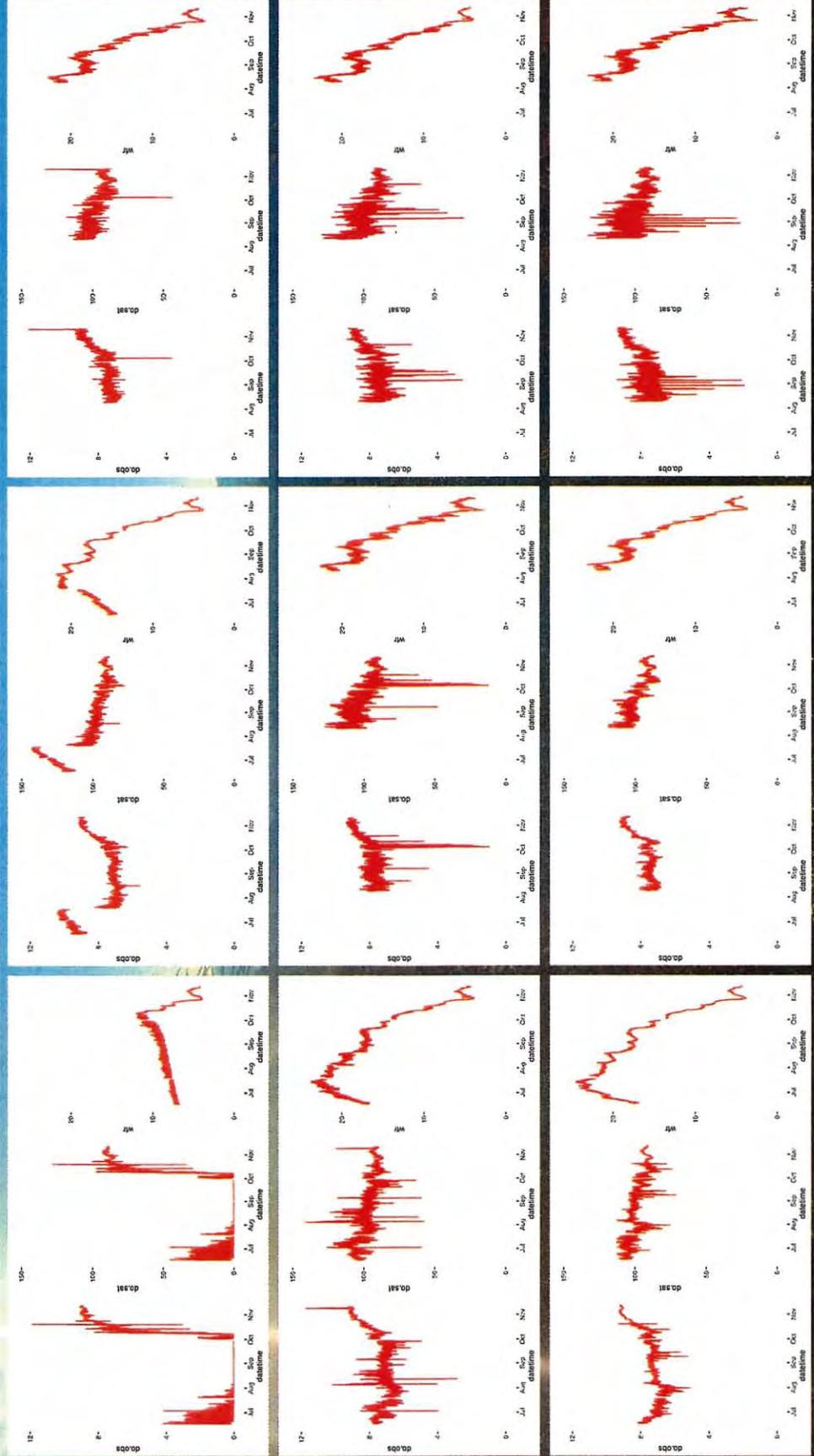
▣ miniDOT location



# Lake Serena dissolved oxygen and temperature show highly variable patterns by site



# Lake Dulzura miniDOT graphs also highly variable



## Serene Lakes miniDOT Map

A = Serena 4 #253876 @ 1m  
B = Serena 8 #798745 @ 1m  
C = Serena 5 #224207 @ 1m  
D = Serena 2 #938922 @ 3m  
E\* = Serena deep top #934034  
& bottom #941196 @ 6.5m  
F = Serena 1 #852747 @ 3m  
G = Serena 3 #007347 @ 3m  
H = Serena 7 #277216 @ 1m  
I = Serena 6 #420100 @ 1m  
J = Dulzura 7 #049672 @ 1m  
K = Dulzura 6 #980187 @ 1m  
L = Dulzura 3 #396201 @ 1m  
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& bottom #571938 @ 9.5m  
O = Dulzura 5 #953482 @ 1m  
P = Dulzura 1 #576514 @ 3m  
Q = Dulzura 4 #426100 @ 1m

## Legend

⊠ miniDOT location



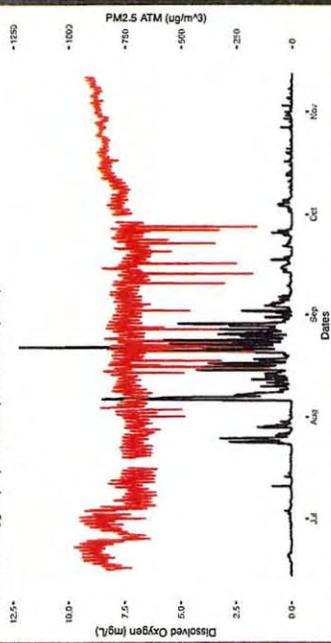
Google Earth

1000 ft

# miniDOT Dissolved Oxygen and Smoke Graphs

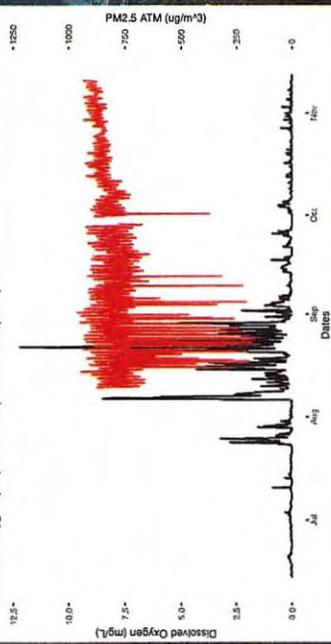
G

Dissolved Oxygen (red) and Atmospheric PM2.5 (black)



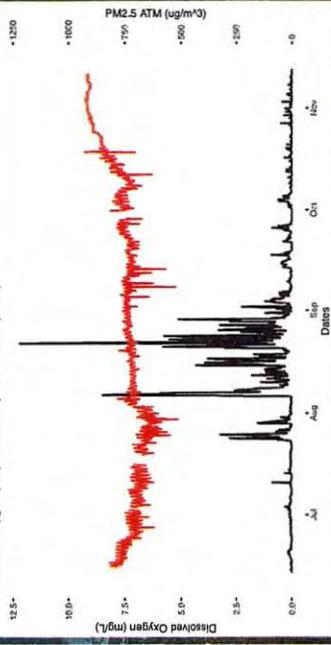
H

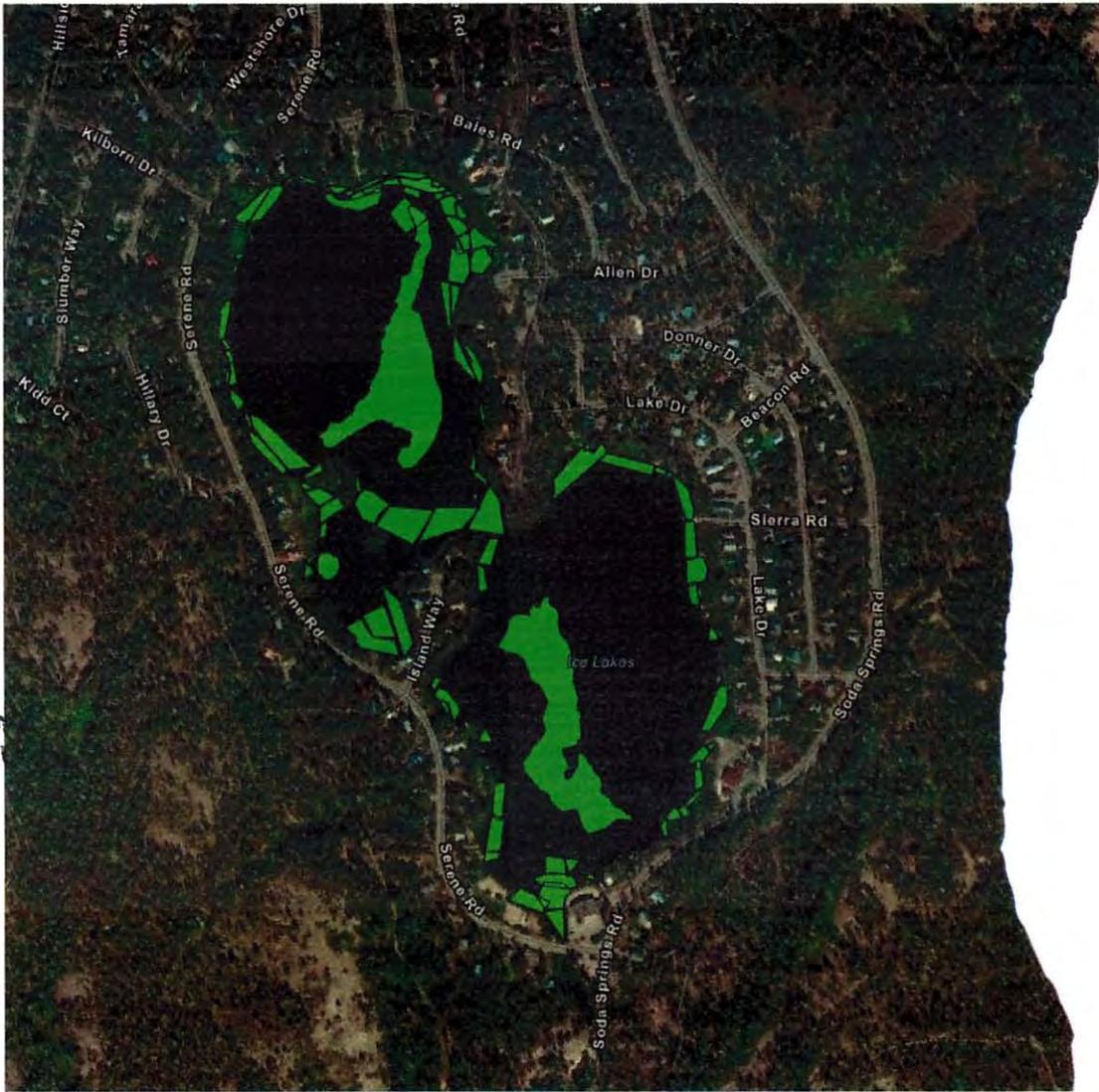
Dissolved Oxygen (red) and Atmospheric PM2.5 (black)



M

Dissolved Oxygen (red) and Atmospheric PM2.5 (black)





## Aquatic Macrophyte Map

- Most of the patches around the perimeter of the lakes are bogbean (*Menyanthes*) and the two large patches in the middle of the two lakes are floating pondweed (*Potamogeton natans*)
- Interestingly, the shallow <2m depth zone identified by Vinyard was not the area of greatest plant density, rather it was about 1-3m for the pondweed



*Vallisneria* sp.



*Menyanthes trifoliata*  
and *Sagittaria* sp.



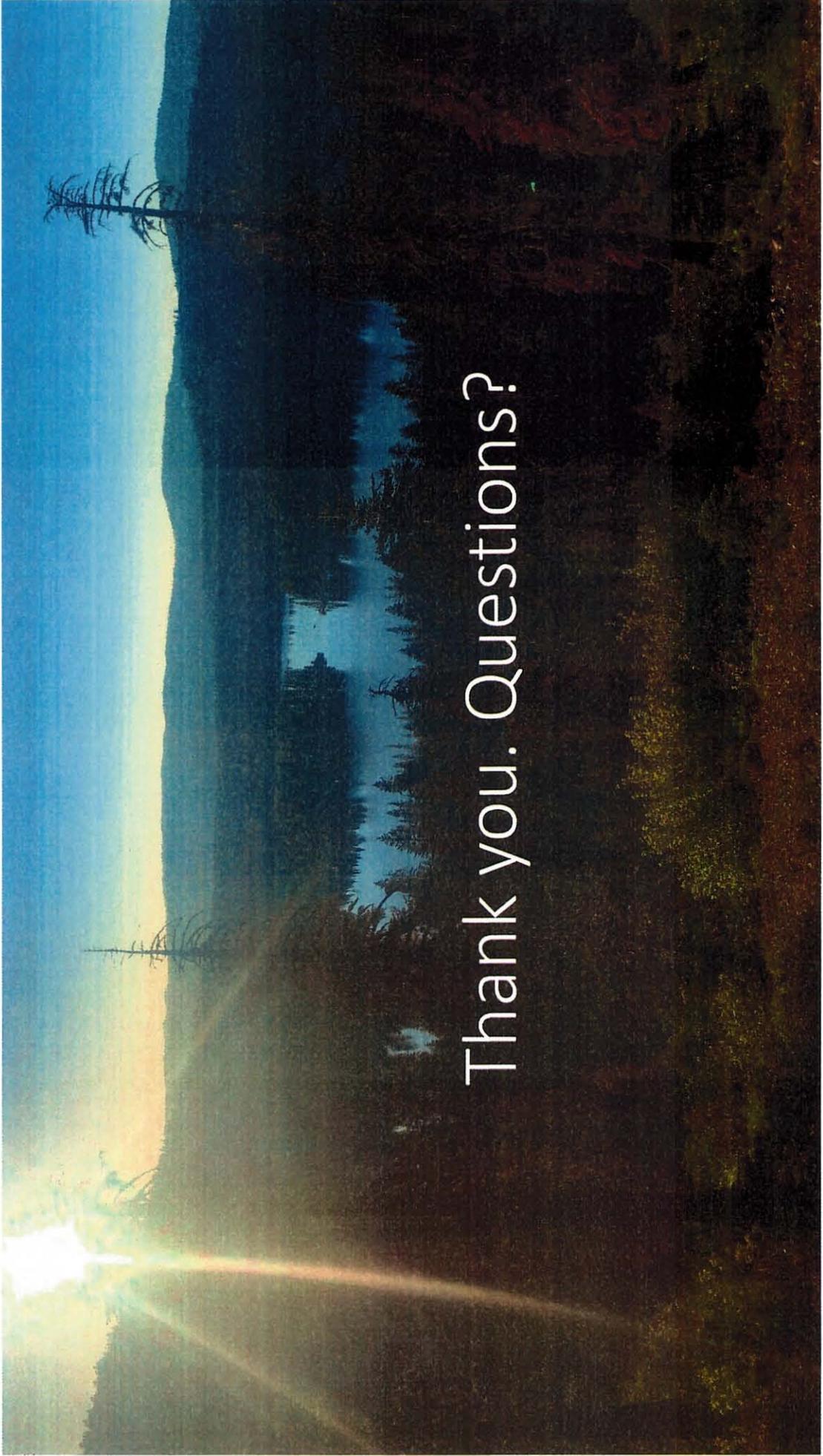
*Potamogeton natans*

## Next Steps

- Refine analysis for oxygen/temperature plots, light profiles, integrating analysis with smoke and climate conditions (SWE, wind)
- Proceed with nutrient analysis on all collected samples and quality control of existing samples
- Process chlorophyll a samples from bioassay experiments
- Develop models and calibration to understanding metabolic growth
- Take bathymetry readings for a new bathymetric map
- Reach out to Dr. Heyvaert to develop our initial ideas for management practices and/or restoration projects

# Summary

- Since the 1992 Vinyard Limnology Report, the water temperature of Serene Lakes has increased more than 3°C
- Water clarity has decreased by 0.9 m
- Dissolved oxygen was observed to be depleted to near 0 values at some locations in the lakes, which likely caused the catfish kills observed in June and July
- All three observations are hallmarks of eutrophication, further work will determine the nutrient loading and best management practices to control the issue



Thank you. Questions?

# Citations

1. Baron, J.S., Chandra, S. & Elser, J.J. Understanding mountain lakes in a changing world: introduction to the topical collection. *Aquat Sci* **82**, 57 (2020). <https://doi.org/10.1007/s00027-020-00722-2>
2. K.A. Moser, J.S. Baron, J. Brahney, I.A. Oleksy, J.E. Saros, E.J. Hundey, S. Sadro, J. Kopáček, R. Sommaruga, M.J. Kainz, A.L. Strecker, S. Chandra, D.M. Walters, D.L. Preston, N. Michelutti, F. Lepori, S.A. Spaulding, K.R. Christianson, J.M. Melack, J.P. Smol, Mountain lakes: Eyes on global environmental change, *Global and Planetary Change*, Volume 178, 2019, Pages 77-95, ISSN 0921-8181, <https://doi.org/10.1016/j.gloplacha.2019.04.001>.
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4. Scordo F, Chandra S, Suenaga E, Kelson SJ, Culpepper J, Scaff L, Tromboni F, Caldwell TJ, Seitz C, Fiorenza JE, Williamson CE, Sadro S, Rose KC, Poulson SR. Smoke from regional wildfires alters lake ecology. *Sci Rep*. 2021 May 25;11(1):10922. doi: 10.1038/s41598-021-89926-6. PMID: 34035357; PMCID: PMC8149697.
5. Yvonne Vadeboncoeur, Marianne V Moore, Simon D Stewart, Sudeep Chandra, Karen S Atkins, Jill S Baron, Keith Bouma-Gregson, Soren Brothers, Steven N Francoeur, Laurel Genzoli, Scott N Higgins, Sabine Hilt, Leon R Katona, David Kelly, Isabella A Oleksy, Ted Ozersky, Mary E Power, Derek Roberts, Adrienne P Smits, Oleg Timoshkin, Flavia Tromboni, M Jake Vander Zanden, Ekaterina A Volkova, Sean Waters, Susanna A Wood, Masumi Yamamuro, Blue Waters, Green Bottoms: Benthic Filamentous Algal Blooms Are an Emerging Threat to Clear Lakes Worldwide, *BioScience*, Volume 71, Issue 10, October 2021, Pages 1011–1027, <https://doi.org/10.1093/biosci/biab049>

# Snow Water Equivalent on April 1st from 1971–2022

Snow Water Equivalent (cm)

150-  
100-  
50-  
0-

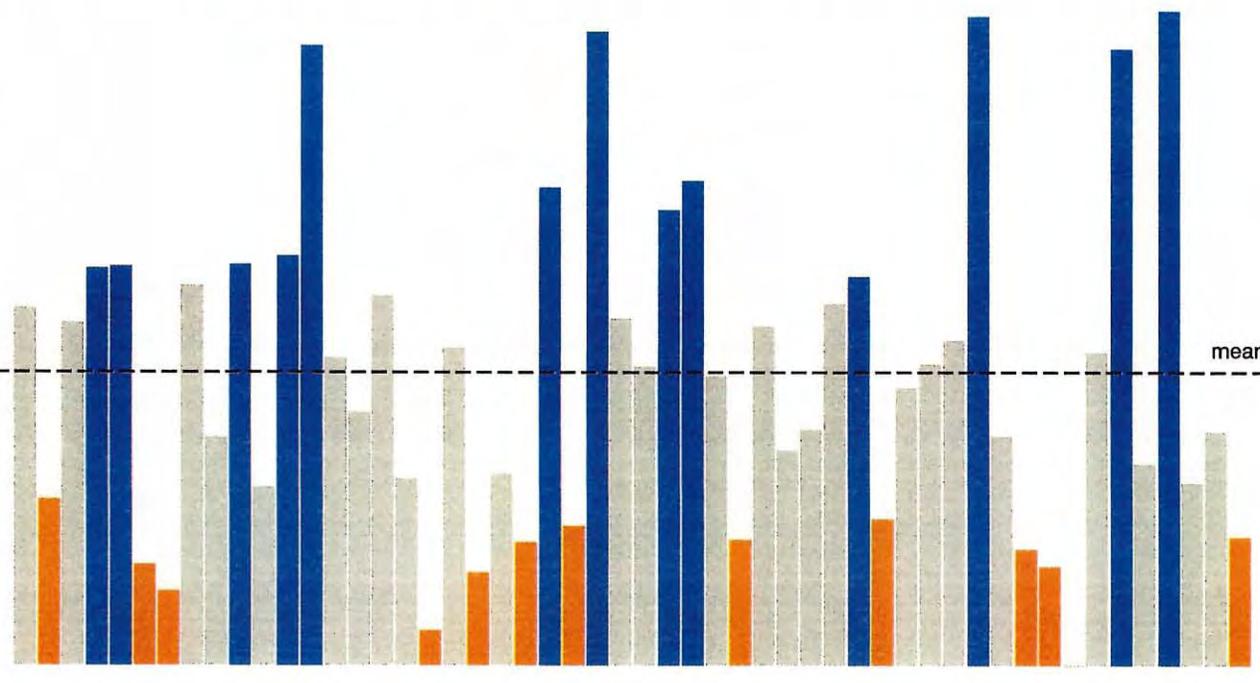
1970 1980 1990 2000 2010 2020

Year

Legend:

- 1st quartile
- 4th quartile
- IQR

mean



Sierra Lakes County Water District  
Check Registers  
June 2022

|   |  |                          |
|---|--|--------------------------|
| <b>1002 - DEMAND Account</b>  |  |                          |
| <b><u>RECONCILIATION:</u></b>   |  |                          |
| 6/1/2022  | Beginning Cash Balance   | 675,573.77               |
|   | Deposits   | 161,817.12               |
|   | Property Taxes Received  |                          |
|   | Assessments Received from Placer County                            |                          |
|   | Deposit - Interest   | 2.62                     |
|   | Assessments transferred to Assessment District                     |                          |
| <b><u>DEMAND ACCOUNT DISBURSEMENTS:</u></b>                                     |  | <b>(207,979.66)</b>      |
| 6/30/2022   | Ending Cash Balance  | <b><u>629,413.85</u></b> |
| <b>1031 - GASB 45-OPEB Account - <i>Flow through account to LAIF</i></b>        |  |                          |
| <b><u>RECONCILIATION:</u></b>   |  |                          |
| 6/1/2022  | Beginning Cash Balance   | 163.13                   |
|   | Deposit - Interest   | -                        |
|   | Funds Transferred To/From Investment Account                       | -                        |
| 6/30/2022   | Ending Cash Balance  | <u>163.13</u>            |
| <b><u>Placer County Treasurer's Fund - for Capital Projects</u></b>             |  |                          |
| <b><u>RECONCILIATION:</u></b>   |  |                          |
| 6/1/2022  | Beginning Cash Balance   | 3,008,019.26             |
|   | Deposit - Interest   | 1,308.38                 |
|   | Funds Transferred To/From Investment Account                       |                          |
| 6/30/2022   | Ending Cash Balance  | <u>3,009,327.64</u>      |
| <b><u>Local Area Investment Fund (LAIF) - for Unfunded OPEB Liabilities</u></b> |  |                          |
| <b><u>RECONCILIATION:</u></b>   |  |                          |
| 6/1/2022  | Beginning Cash Balance   | 804,178.13               |
|   | Deposit - Interest   | -                        |
|   | Funds Transferred To/From Investment Account - Annual OPEB Funding | -                        |
| 6/30/2022   | Ending Cash Balance  | <u>804,178.13</u>        |
| <b><u>Assessment District 2011-01</u></b>                                       |  |                          |
| <b><u>RECONCILIATION:</u></b>   |  |                          |
| 6/1/2022  | Beginning Cash Balance   | 636,616.36               |
|   | Assessments Received   |                          |
|   | Deposit - Interest   | 2.61                     |
|   | Disbursements - USDA   | -                        |
| 6/30/2022   | Ending Cash Balance  | <u>636,618.97</u>        |

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Sierra Lakes County Water District  
Check Registers  
June 2022

| Type                           | Date       | Num       | Name                                      | Memo   | Amount      |
|--------------------------------|------------|-----------|---|--|-------------|
| <b>1002 - US Bank - Demand</b> |            |           |   |  |             |
| Bill Pmt -Check                | 06/09/2022 | 8015      | Donner Summit Public Utility District     | Jun 2022 Wastewater Treatment Fees                                   | (30,612.00) |
| Bill Pmt -Check                | 06/09/2022 | 21685     | Farr West Engineering                     | Misc Sewer Pump Station Upgrades                                     | (21,624.07) |
| Bill Pmt -Check                | 06/10/2022 | 061022    | Paul A. Schultz, P.E. (Corp)              | May 2022 Professional Fees   | (20,150.00) |
| Bill Pmt -Check                | 06/09/2022 | 8017      | Great Basin Control Systems               | Generator Auto Transfer Switch                                       | (19,518.75) |
| Bill Pmt -Check                | 06/09/2022 | 8034      | Xylem Water Solutions USA, Inc.           | START UP - FLYGT   | (18,383.71) |
| Bill Pmt -Check                | 06/09/2022 | 8033      | Western Nevada Supply Co.                 | Meter Lids & Sewer manhole sealant                                   | (13,834.60) |
| Bill Pmt -Check                | 06/09/2022 | 21687     | Ponton Industries, Inc                    | Hart Comm Module   | (10,842.98) |
| Liability Check                | 06/17/2022 |           | QuickBooks Payroll Service                | Created by Payroll Service on 06/16/2022                             | (8,472.60)  |
| Liability Check                | 06/01/2022 |           | QuickBooks Payroll Service                | Created by Payroll Service on 05/31/2022                             | (8,250.62)  |
| Bill Pmt -Check                | 06/09/2022 | MED062022 | Public Employees' Retirement System (Med) | Medical - 1347   | (7,301.77)  |
| Bill Pmt -Check                | 06/09/2022 |           | Anna M. Nickerson                         | Professional Fees 5/16/22 to 5/31/22                                 | (5,104.00)  |
| Bill Pmt -Check                | 06/09/2022 | 21686     | Pacific Gas & Electric                    | Electricity  | (4,445.66)  |
| Liability Check                | 06/30/2022 | E-pay     | Internal Revenue Service                  | P/R Taxes: 94-1619513 QB Tracking # 698670674                        | (4,396.00)  |
| Liability Check                | 06/16/2022 | E-pay     | Internal Revenue Service                  | P/R Taxes: 94-1619513 QB Tracking # 57608674                         | (4,261.54)  |
| Check                          | 06/02/2022 |           | BluePay                                   | Merchant Fees  | (3,092.14)  |
| Bill Pmt -Check                | 06/09/2022 | 8016      | Gray Electric Co.                         | Generator Auto Transfer Switch                                       | (3,070.28)  |
| Liability Check                | 06/09/2022 | RET052022 | Public Employees' Retirement System (Ret) | Retirement - 1347  | (3,039.92)  |
| Bill Pmt -Check                | 06/09/2022 | 21688     | Specialized Equipment Repair              | Backhoe Repair   | (2,750.95)  |
| Bill Pmt -Check                | 06/09/2022 | 8012      | Cashman Equipment Company                 | Sierra Lakes County Water District - Well @ 5414 Hemlock             | (2,626.55)  |
| Bill Pmt -Check                | 06/09/2022 | 8030      | U.S. Bank (CC)                            | Web Hosting, Office Supplies, Safety, Water Treatment Gas \$1,072.18 | (2,490.12)  |
| Bill Pmt -Check                | 06/09/2022 | 8029      | Thatcher Company, Inc.                    | Filter Plant Chemicals   | (2,213.28)  |
| Bill Pmt -Check                | 06/09/2022 | 8027      | Suburban Propane                          | Propane - 7305 Short Rd  | (1,204.16)  |
| Liability Check                | 06/30/2022 | E-pay     | Employment Development Department         | P/R Taxes: 499-0546-6 QB Tracking # 698652674                        | (1,052.63)  |
| Bill Pmt -Check                | 06/09/2022 | 8023      | Pacific Gas & Electric                    | Electricity  | (1,046.35)  |
| Liability Check                | 06/22/2022 | E-pay     | Employment Development Department         | P/R Taxes: 499-0546-6 QB Tracking # 308566674                        | (1,016.78)  |
| Bill Pmt -Check                | 06/09/2022 | 21684     | ACWA/Joint Powers Insurance Authority     | Excess Crime   | (900.00)    |
| Bill Pmt -Check                | 06/09/2022 | 8026      | Sierra Mountain Pipe & Supply             | Pipe plug  | (740.67)    |
| Check                          | 06/01/2022 |           |   | Powell - Returned Check NSF  | (623.00)    |
| Liability Check                | 06/14/2022 |           | QuickBooks Payroll Service                | Created by Payroll Service on 06/09/2022                             | (563.64)    |
| Check                          | 06/21/2022 |           | Reserve Account                           | Autopay Prepaid Postage  | (500.00)    |
| Check                          | 06/22/2022 |           | Reserve Account                           | Autopay Prepaid Postage  | (500.00)    |
| Bill Pmt -Check                | 06/09/2022 | 8018      | Industrial Scientific Corp                | iNet Monthly Usage Fee w/AutoReplenish Plus                          | (394.34)    |
| Liability Check                | 06/09/2022 | E-pay     | Internal Revenue Service                  | P/R Taxes: 94-1619513 QB Tracking # -270978326                       | (339.93)    |
| Bill Pmt -Check                | 06/09/2022 | 8028      | Tahoe Truckee Sierra Disposal Co., Inc.   | Garbage  | (313.25)    |
| Bill Pmt -Check                | 06/09/2022 | 8021      | One Ring Networks                         | Telephone & Internet   | (312.00)    |
| Bill Pmt -Check                | 06/09/2022 | 8025      | Placer County Human Resources             | Jun 2022 Dental/Vision Premium                                       | (285.11)    |
| Bill Pmt -Check                | 06/09/2022 | 8024      | Pitney Bowes                              | Qtrly Postage Meter Lease  | (261.85)    |
| Bill Pmt -Check                | 06/09/2022 | 8014      | CWEA - Sierra Section                     | 2022 Annual Safety Day Training                                      | (240.00)    |
| Bill Pmt -Check                | 06/09/2022 | 8011      | Syndeo LLC Broadvoice                     | Telephone  | (215.53)    |
| Paycheck                       | 06/15/2022 | 21690     | David M Keatley {Salary}                  | 6/9/22 Board Meeting   | (166.23)    |
| Bill Pmt -Check                | 06/09/2022 | 8013      | County of Placer Engineering & Surveying  | Inspection & Plan Check Fees for Sewer Projects                      | (149.86)    |
| Bill Pmt -Check                | 06/09/2022 | 8019      | Mountain Hardware                         | Tools, cleaning supplies & Sun Screen                                | (141.76)    |

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Sierra Lakes County Water District  
**Check Registers**  
 June 2022

| Type                          | Date       | Num    | Name                                     | Memo  | Amount                     |
|-------------------------------|------------|--------|--|---|----------------------------|
| Bill Pmt -Check               | 06/09/2022 | 8032   | Western Environmental Testing Laboratory | Filter Plant Testing                            | (139.95)                   |
| Check                         | 06/15/2022 |        |  | Service Charge                                  | (116.11)                   |
| Bill Pmt -Check               | 06/09/2022 | 21689  | United States Postal Service (box fee)   | Annual Post Office Box Fee - #1039              | (102.00)                   |
| Bill Pmt -Check               | 06/09/2022 | 8031   | Verizon Wireless                         | Cell phone & iPad                               | (94.22)                    |
| Liability Check               | 06/09/2022 | E-pay  | Employment Development Department        | 499-0546-6 QB Tracking # -270982326             | (36.00)                    |
| Bill Pmt -Check               | 06/09/2022 | 8022   | O'Reilly                                 | Auto Cleaning Supplies                          | (29.00)                    |
| Check                         | 06/07/2022 |        | BluePay                                  | Merchant Fees                                   | (5.90)                     |
| Bill Pmt -Check               | 06/09/2022 | 8020   | Office 1                                 | NOMSL07 - Qtrly Copier Maintenance              | (4.35)                     |
| Check                         | 06/08/2022 |        | QuickBooks Payroll Service               | Created by Direct Deposit Service on 06/07/2022 | (1.75)                     |
| Check                         | 06/09/2022 |        | QuickBooks Payroll Service               | Created by Direct Deposit Service on 06/08/2022 | (1.75)                     |
| Paycheck                      | 06/02/2022 | DD995  | Brian Lundgren                           | Direct Deposit: Pay Period Ending 5/31/22       | -                          |
| Paycheck                      | 06/02/2022 | DD996  | Matthew M Marriner                       | Direct Deposit: Pay Period Ending 5/31/22       | -                          |
| Paycheck                      | 06/02/2022 | DD997  | Patrick J Baird                          | Direct Deposit: Pay Period Ending 5/31/22       | -                          |
| Paycheck                      | 06/15/2022 | DD1001 | Karen Heald {Salary}                     | Direct Deposit: 6/9/22 Board Meeting            | -                          |
| Paycheck                      | 06/15/2022 | DD999  | Dan L Stockton {Salary}                  | Direct Deposit: 6/9/22 Board Meeting            | -                          |
| Paycheck                      | 06/15/2022 | DD998  | Cynthia J Jackson {Salary}               | Direct Deposit: 6/9/22 Board Meeting            | -                          |
| Paycheck                      | 06/15/2022 | DD1000 | Jon Harvey {Salary}                      | Direct Deposit: 6/9/22 Board Meeting            | -                          |
| Paycheck                      | 06/20/2022 | DD1002 | Brian Lundgren                           | Direct Deposit: Pay Period Ending 6/15/22       | -                          |
| Paycheck                      | 06/20/2022 | DD1003 | Matthew M Marriner                       | Direct Deposit: Pay Period Ending 6/15/22       | -                          |
| Paycheck                      | 06/20/2022 | DD1004 | Patrick J Baird                          | Direct Deposit: Pay Period Ending 6/15/22       | -                          |
| Total 1002 - US Bank - Demand |            |        |  |   | <u>(207,979.66)</u>        |
| <b>TOTAL</b>                  |            |        |  |   | <u><b>(207,979.66)</b></u> |

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**Sierra Lakes County Water District  
Payroll Summary**

June 2022

|   | <u>Cynthia J Jackson {Sala...</u> | <u>Dan L Stockton {Salary}</u> | <u>David M Keatley {Salary}</u> | <u>Jon Harvey {Salary}</u> | <u>Karen Heald {Salary}</u> | <u>TOTAL</u>         |
|---|-----------------------------------|--------------------------------|---------------------------------|----------------------------|-----------------------------|----------------------|
| <b>Employee Wages, Taxes and Adjust...</b>  |                                   |                                |                                 |                            |                             |                      |
| <b>Gross Pay</b>                            |                                   |                                |                                 |                            |                             |                      |
| Salary Director                             | 180.00                            | 180.00                         | 180.00                          | 180.00                     | 180.00                      | 900.00               |
| <b>Total Gross Pay</b>                      | <u>180.00</u>                     | <u>180.00</u>                  | <u>180.00</u>                   | <u>180.00</u>              | <u>180.00</u>               | <u>900.00</u>        |
| <b>Adjusted Gross Pay</b>                   | 180.00                            | 180.00                         | 180.00                          | 180.00                     | 180.00                      | 900.00               |
| <b>Taxes Withheld</b>                       |                                   |                                |                                 |                            |                             |                      |
| Federal Withholding                         | -166.23                           | -36.00                         | 0.00                            | 0.00                       | 0.00                        | -202.23              |
| Medicare (Employee)                         | -2.61                             | -2.61                          | -2.61                           | -2.61                      | -2.61                       | -13.05               |
| Social Security (Employee)                  | -11.16                            | -11.16                         | -11.16                          | -11.16                     | -11.16                      | -55.80               |
| State Withholding                           | 0.00                              | -36.00                         | 0.00                            | 0.00                       | 0.00                        | -36.00               |
| Medicare Employee Addl Tax                  | 0.00                              | 0.00                           | 0.00                            | 0.00                       | 0.00                        | 0.00                 |
| <b>Total Taxes Withheld</b>                 | <u>-180.00</u>                    | <u>-85.77</u>                  | <u>-13.77</u>                   | <u>-13.77</u>              | <u>-13.77</u>               | <u>-307.08</u>       |
| <b>Additions to Net Pay</b>                 |                                   |                                |                                 |                            |                             |                      |
| Director Mileage Reimbursement              | 0.00                              | 0.00                           | 0.00                            | 0.00                       | 128.70                      | 128.70               |
| Mileage Reimbursement                       | 0.00                              | 0.00                           | 0.00                            | 0.00                       | 0.00                        | 0.00                 |
| <b>Total Additions to Net Pay</b>           | <u>0.00</u>                       | <u>0.00</u>                    | <u>0.00</u>                     | <u>0.00</u>                | <u>128.70</u>               | <u>128.70</u>        |
| <b>Net Pay</b>                              | <u><b>0.00</b></u>                | <u><b>94.23</b></u>            | <u><b>166.23</b></u>            | <u><b>166.23</b></u>       | <u><b>294.93</b></u>        | <u><b>721.62</b></u> |
| <b>Employer Taxes and Contributions</b>     |                                   |                                |                                 |                            |                             |                      |
| Medicare (District)                         | 2.61                              | 2.61                           | 2.61                            | 2.61                       | 2.61                        | 13.05                |
| Social Security (District)                  | 11.16                             | 11.16                          | 11.16                           | 11.16                      | 11.16                       | 55.80                |
| <b>Total Employer Taxes and Contribu...</b> | <u><b>13.77</b></u>               | <u><b>13.77</b></u>            | <u><b>13.77</b></u>             | <u><b>13.77</b></u>        | <u><b>13.77</b></u>         | <u><b>68.85</b></u>  |

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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<br>6/30/22 | Budget         | Favorable /<br>(Unfavorable) | % of Budget | YEAR TO<br>DATE     | Budget           | Favorable /<br>(Unfavorable) | % of Budget | FY 21-22<br>Budget   | % of Budget |
| <b><i>Water Sewer Revenues</i></b>     |                      |                |                              |             |                     |                  |                              |             |                      |             |
| 8000-01 · Annual Water Fees            | 78,767               | 71,601         | 7,166                        | 110%        | 866,378             | 859,212          | 7,166                        | 101%        | 859,212              | 101%        |
| 8000-02 · Annual Sewer Fees            | 106,336              | 99,309         | 7,027                        | 107%        | 1,198,732           | 1,191,704        | 7,028                        | 101%        | 1,191,704            | 101%        |
| 8030 · Property Taxes                  | -                    | -              | -                            | 0%          | 519,005             | 450,000          | 69,005                       | 115%        | 450,000              | 115%        |
| 8050 · Customer Late Fees              | 1,261                | 2,000          | (739)                        | 63%         | 5,972               | 10,000           | (4,028)                      | 60%         | 10,000               | 60%         |
| 8005 · Primary Facilities Fees - Sewer | 15,600               | -              | 15,600                       | 100%        | 88,433              | 23,400           | 65,033                       | 378%        | 23,400               | 378%        |
| 8006 · Primary Facilities Fees - Water | 3,650                | -              | 3,650                        | 100%        | 20,075              | 5,475            | 14,600                       | 367%        | 5,475                | 367%        |
| 8052 · GAPVAX Services                 | -                    | -              | -                            | 0%          | -                   | -                | -                            | 0%          | -                    | 0%          |
| 8020 · Other Income                    | 1,311                | 1,250          | 61                           | 105%        | 12,108              | 15,000           | (2,892)                      | 81%         | 15,000               | 0%          |
| <b>Total Revenues Received:</b>        | <b>206,925</b>       | <b>174,160</b> | <b>32,765</b>                | <b>119%</b> | <b>2,710,703</b>    | <b>2,554,791</b> | <b>155,912</b>               | <b>106%</b> | <b>2,554,791</b>     | <b>106%</b> |
| <b><i>Controllable Expenses:</i></b>   |                      |                |                              |             |                     |                  |                              |             |                      |             |
| <b><i>Salaries:</i></b>                |                      |                |                              |             |                     |                  |                              |             |                      |             |
| 9001 · Director Salaries               | 900                  | 1,800          | 900                          | 50%         | 12,600              | 21,600           | 9,000                        | 58%         | 21,600               | 58%         |
| 9003 · Maintenance Salaries            |                      |                |                              | 0%          |                     | -                |                              | 0%          |                      |             |
| 9003-01 - Maint Hourly Regular         | 24,048               | 25,516         | 1,468                        | 94%         | 277,423             | 306,200          | 28,777                       | 91%         | 306,200              | 91%         |
| 9003-02 - Maint Overtime               | 770                  | 1,250          | 480                          | 62%         | 11,167              | 15,000           | 3,833                        | 74%         | 15,000               | 74%         |
| 9003-03 - Maint Standby                | 2,120                | 2,120          | -                            | 100%        | 26,420              | 26,360           | (60)                         | 100%        | 26,360               | 100%        |
| 9003-00 - Maint Salaries - Other       | -                    | -              | -                            | 0%          | -                   | -                | -                            | 0%          | -                    | 0%          |
| 9003-04 - Labor Allocated to Projects  | -                    | -              | -                            | 0%          | (3,211)             | -                | 3,211                        | 100%        | -                    | 0%          |
| <b>Total 9000 · Salaries</b>           | <b>27,838</b>        | <b>30,686</b>  | <b>2,848</b>                 | <b>91%</b>  | <b>324,399</b>      | <b>369,160</b>   | <b>44,761</b>                | <b>88%</b>  | <b>369,160</b>       | <b>88%</b>  |
| <b><i>Payroll Expense</i></b>          |                      |                |                              |             |                     |                  |                              |             |                      |             |
| 9005 · Payroll Expense - SS & Medicare | 2,130                | 2,354          | 224                          | 90%         | 25,062              | 28,245           | 3,183                        | 89%         | 28,245               | 89%         |
| 9007 · Payroll Expense - SUI & ETT     | -                    | 330            | 330                          | 0%          | 495                 | 3,950            | 3,455                        | 13%         | 3,950                | 13%         |
| 9008 · Payroll Expense - Retirement    | 2,349                | 1,756          | (593)                        | 134%        | 26,228              | 26,314           | 86                           | 100%        | 26,314               | 100%        |
| 9009 · Payroll Expense - Medical & D/V | 7,587                | 10,404         | 2,817                        | 73%         | 95,054              | 124,848          | 29,794                       | 76%         | 124,848              | 76%         |
| 9010 · Payroll Expense - Workers' Comp | 3,603                | 4,438          | 835                          | 81%         | 15,439              | 17,750           | 2,311                        | 87%         | 17,750               | 87%         |
| <b>Total 9004 · Payroll Expense</b>    | <b>15,668</b>        | <b>19,281</b>  | <b>3,613</b>                 | <b>81%</b>  | <b>162,279</b>      | <b>201,107</b>   | <b>38,828</b>                | <b>81%</b>  | <b>201,107</b>       | <b>81%</b>  |
| <b><i>Indirect &amp; G&amp;A</i></b>   |                      |                |                              |             |                     |                  |                              |             |                      |             |
| 9012 · Legal Expense:                  | 1,446                | 3,000          | 1,554                        | 48%         | 60,231              | 36,000           | (24,231)                     | 167%        | 36,000               | 167%        |
| 9013 · Audit Expense                   | -                    | -              | -                            | 0%          | 17,400              | 16,650           | (750)                        | 105%        | 16,650               | 105%        |
| 9014 · Fees & Penalties                | 144                  | 153            | 8                            | 95%         | 1,644               | 1,830            | 186                          | 90%         | 1,830                | 90%         |
| 9016 · Directors' Expense              | 129                  | 830            | 701                          | 16%         | 1,039               | 10,000           | 8,961                        | 10%         | 10,000               | 10%         |
| 9017 · Professional Fees - Operations  | 20,475               | 24,500         | 4,025                        | 84%         | 249,681             | 294,000          | 44,319                       | 85%         | 294,000              | 85%         |
| 9018 · Professional Fees - Office      | 9,328                | 11,440         | 2,112                        | 82%         | 108,768             | 137,280          | 28,512                       | 79%         | 137,280              | 79%         |
| 9019 · Staff Travel/Training           | 429                  | 750            | 321                          | 57%         | 4,800               | 9,000            | 4,200                        | 53%         | 9,000                | 53%         |
| 9022 · Election Expense                | -                    | -              | -                            | 0%          | -                   | -                | -                            | 0%          | -                    | 0%          |
| 9023 · Insurance Expense               | 900                  | 1,000          | 100                          | 90%         | 23,488              | 19,000           | (4,488)                      | 124%        | 19,000               | 124%        |
| 9024 · Membership Expense              | -                    | 1,120          | 1,120                        | 0%          | 11,110              | 13,400           | 2,290                        | 83%         | 13,400               | 83%         |
| 9026 · Outside Services                | -                    | 280            | 280                          | 0%          | 1,880               | 3,400            | 1,520                        | 55%         | 3,400                | 55%         |
| 9028 · Telephone Expense               | 505                  | 960            | 455                          | 53%         | 11,515              | 11,575           | 60                           | 99%         | 11,575               | 99%         |
| 9029 · Garbage/Hazmat Expense          | 313                  | 455            | 142                          | 69%         | 5,046               | 5,500            | 454                          | 92%         | 5,500                | 92%         |
| 9030 · Uniform Expense                 | -                    | 215            | 215                          | 0%          | 1,827               | 2,500            | 673                          | 73%         | 2,500                | 73%         |

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

*MONTH TO DATE*

*YEAR TO DATE*

*ANNUAL BUDGET*

|  | <i>MONTH TO DATE</i> |               |                              |             | <i>YEAR TO DATE</i> |                |                              |             | <i>ANNUAL BUDGET</i> |             |
|--|----------------------|---------------|------------------------------|-------------|---------------------|----------------|------------------------------|-------------|----------------------|-------------|
|  | Month End<br>6/30/22 | Budget        | Favorable /<br>(Unfavorable) | % of Budget | YEAR TO<br>DATE     | Budget         | Favorable /<br>(Unfavorable) | % of Budget | FY 21-22<br>Budget   | % of Budget |
| 9034 · Propane Expense                                 | -                    | 600           | 600                          | 0%          | 12,393              | 9,679          | (2,714)                      | 128%        | 9,679                | 128%        |
| 9036 · SCADA System Expense                            | -                    | -             | -                            | 0%          | 2,729               | 9,000          | 6,271                        | 30%         | 9,000                | 30%         |
| 9037 · M&O Asset Mgmt Sys (Lucity)                     | -                    | -             | -                            | 0%          | 3,750               | 4,500          | 750                          | 83%         | 4,500                | 83%         |
| 9040 · Office Expense                                  | 1,359                | 250           | (1,109)                      | 544%        | 4,503               | 3,000          | (1,503)                      | 150%        | 3,000                | 150%        |
| 9041 · Postage Expense                                 | 1,000                | 500           | (500)                        | 200%        | 1,737               | 2,000          | 263                          | 87%         | 2,000                | 87%         |
| 9042 · Postage Meter Expense                           | -                    | 325           | 325                          | 0%          | 1,047               | 1,300          | 253                          | 81%         | 1,300                | 81%         |
| 9043 · Copier & Fax Expense                            | 28                   | -             | (28)                         | 100%        | 1,349               | 950            | (399)                        | 142%        | 950                  | 142%        |
| 9044 · Computer Equipment & Service                    |                      |               |                              |             |                     |                |                              |             |                      |             |
| 9044-01 · General Expense                              | 935                  | 295           | (640)                        | 317%        | 7,459               | 3,500          | (3,959)                      | 213%        | 3,500                | 213%        |
| 9044-02 · Website Design                               | -                    | -             | -                            | 0%          | 2,061               | 3,000          | 939                          | 69%         | 3,000                | 69%         |
| 9044-03 · Merchant Fees                                | 3,098                | 3,000         | (98)                         | 103%        | 30,842              | 36,584         | 5,742                        | 84%         | 36,584               | 84%         |
| <b>Total 9011 · Indirect &amp; G&amp;A</b>             | <b>40,090</b>        | <b>49,673</b> | <b>9,582</b>                 | <b>81%</b>  | <b>566,299</b>      | <b>633,648</b> | <b>67,349</b>                | <b>89%</b>  | <b>633,648</b>       | <b>89%</b>  |
| <b><u>MAINTENANCE &amp; OPERATIONS</u></b>             |                      |               |                              |             |                     |                |                              |             |                      |             |
| <b><u>Water Treatment &amp; Filter Plant</u></b>       |                      |               |                              |             |                     |                |                              |             |                      |             |
| 9101 · Filter Plant Operations & Maint                 | 313                  | 625           | 312                          | 50%         | 6,847               | 7,500          | 653                          | 91%         | 7,500                | 91%         |
| 9102 · Filter Plant-Chems, Lab & Equip                 | 140                  | 2,080         | 1,940                        | 7%          | 26,935              | 25,000         | (1,935)                      | 108%        | 25,000               | 108%        |
| 9103 · Filter -Water Pumping Plant M&O                 | -                    | 80            | 80                           | 0%          | 7                   | 1,000          | 993                          | 1%          | 1,000                | 1%          |
| 9104 · Well Pump Station Expense                       | -                    | 80            | 80                           | 0%          | -                   | 1,000          | 1,000                        | 0%          | 1,000                | 0%          |
| <b>Total 9100 · Water Treatment &amp; Filter Plant</b> | <b>453</b>           | <b>2,865</b>  | <b>2,412</b>                 | <b>16%</b>  | <b>33,789</b>       | <b>34,500</b>  | <b>711</b>                   | <b>98%</b>  | <b>34,500</b>        | <b>98%</b>  |
| <b><u>Water Distribution</u></b>                       |                      |               |                              |             |                     |                |                              |             |                      |             |
| 9201 · Water Dist - General Maint                      | -                    | 830           | 830                          | 0%          | 5,653               | 10,000         | 4,347                        | 57%         | 10,000               | 57%         |
| 9202 · Water Dist - Pipes & Fittings                   | -                    | 170           | 170                          | 0%          | 1,252               | 2,000          | 748                          | 63%         | 2,000                | 63%         |
| 9203 · Water Dist - Hydrant Maint                      | -                    | -             | -                            | 0%          | 9,019               | 2,000          | (7,019)                      | 451%        | 2,000                | 451%        |
| 9204 · Fees - Water                                    | -                    | -             | -                            | 0%          | 14,595              | 13,785         | (810)                        | 106%        | 13,785               | 106%        |
| 9205 · Water Dist - Electricity                        | 2,810                | 2,800         | (10)                         | 100%        | 39,042              | 33,600         | (5,442)                      | 116%        | 33,600               | 116%        |
| 9600 · Water Dist - Meters/Parts                       | 535                  | 80            | (455)                        | 669%        | 2,164               | 1,000          | (1,164)                      | 216%        | 1,000                | 216%        |
| 9601 · Water Conservation                              | -                    | -             | -                            | 0%          | 500                 | 1,000          | 500                          | 50%         | 1,000                | 50%         |
| <b>Total 9200 · Water Distribution</b>                 | <b>3,345</b>         | <b>3,880</b>  | <b>535</b>                   | <b>86%</b>  | <b>72,225</b>       | <b>63,385</b>  | <b>(8,840)</b>               | <b>114%</b> | <b>63,385</b>        | <b>114%</b> |
| <b><u>Wastewater Collection System</u></b>             |                      |               |                              |             |                     |                |                              |             |                      |             |
| 9301 · Wastewater - General Maint                      | 741                  | 750           | 9                            | 99%         | 4,527               | 9,000          | 4,473                        | 50%         | 9,000                | 50%         |
| 9302 · Wastewater - Pipes/Fittings                     | -                    | 250           | 250                          | 0%          | 259                 | 3,000          | 2,741                        | 9%          | 3,000                | 9%          |
| 9303 · Wastewater- Enzymes/Lab Testing                 | -                    | -             | -                            | 0%          | 2,432               | 5,000          | 2,568                        | 49%         | 5,000                | 49%         |
| 9304 · Wastewater - Manholes                           | -                    | -             | -                            | 0%          | -                   | 500            | 500                          | 0%          | 500                  | 0%          |
| 9305 · Fees - Sewer                                    | -                    | -             | -                            | 0%          | 7,500               | 7,350          | (150)                        | 102%        | 7,350                | 102%        |
| 9306 · Wastewater - Electricity                        | 1,471                | 1,500         | 29                           | 98%         | 23,309              | 18,000         | (5,309)                      | 129%        | 18,000               | 129%        |
| 9700-01 · Wastewater Export Service Refund             | -                    | -             | -                            | 0%          | -                   | -              | -                            | 0%          | -                    | 0%          |
| 9700 · Wastewater- Export Service Exp                  | 30,612               | 33,821        | 3,209                        | 91%         | 367,344             | 405,846        | 38,502                       | 91%         | 405,846              | 91%         |
| <b>Total 9300 · Wastewater Collection System</b>       | <b>32,824</b>        | <b>36,321</b> | <b>3,497</b>                 | <b>90%</b>  | <b>405,372</b>      | <b>448,696</b> | <b>43,324</b>                | <b>90%</b>  | <b>448,696</b>       | <b>90%</b>  |
| <b><u>Vehicle Expense</u></b>                          |                      |               |                              |             |                     |                |                              |             |                      |             |
| 9501 · Gasoline/Diesel                                 | 2,201                | 1,250         | (951)                        | 176%        | 15,189              | 15,000         | (189)                        | 101%        | 15,000               | 101%        |
| 9502 · Pickups   | -                    | 205           | 205                          | 0%          | 1,992               | 2,500          | 508                          | 80%         | 2,500                | 80%         |

Sierra Lakes County Water District  
Operating Budget-to-Actual  
PRELIMINARY YEAR END  
Fiscal Year July 1, 2021 to June 30, 2022

|  | MONTH TO DATE        |                |                              |             | YEAR TO DATE     |                  |                              |             | ANNUAL BUDGET      |             |
|--|----------------------|----------------|------------------------------|-------------|------------------|------------------|------------------------------|-------------|--------------------|-------------|
|  | Month End<br>6/30/22 | Budget         | Favorable /<br>(Unfavorable) | % of Budget | YEAR TO<br>DATE  | Budget           | Favorable /<br>(Unfavorable) | % of Budget | FY 21-22<br>Budget | % of Budget |
| 9503 · Gapvac  | -                    | 290            | 290                          | 0%          | 1,189            | 3,500            | 2,311                        | 34%         | 3,500              | 34%         |
| 9504 · Backhoe                                       | 3,111                | 330            | (2,781)                      | 943%        | 3,111            | 4,000            | 889                          | 78%         | 4,000              | 78%         |
| 9505 · Vehicle Maint Supplies                        | 605                  | 125            | (480)                        | 484%        | 5,653            | 1,500            | (4,153)                      | 377%        | 1,500              | 377%        |
| <b>Total 9500 · Vehicle Expense</b>                  | <b>5,917</b>         | <b>2,200</b>   | <b>(3,717)</b>               | <b>269%</b> | <b>27,134</b>    | <b>26,500</b>    | <b>(634)</b>                 | <b>102%</b> | <b>26,500</b>      | <b>102%</b> |
| <b>Project Expenses</b>                              |                      |                |                              |             |                  |                  |                              |             |                    |             |
| 9811 · Replace Sewer Mainline                        | 150                  | -              | (150)                        | 100%        | 1,199            | -                | (1,199)                      | 100%        | -                  | 0%          |
| 9812 · Spot Repairs of Sewer Mainline & Laterals     | 300                  | 4,700          | 4,400                        | 6%          | 1,019            | 56,000           | 54,981                       | 2%          | 56,000             | 2%          |
| 9813 · Repair of Sewer Manholes at Various Locations | -                    | 250            | 250                          | 0%          | 11,363           | 3,000            | (8,363)                      | 379%        | 3,000              | 379%        |
| 9814 · Adj Sewer Manholes to Grade                   | -                    | -              | -                            | 0%          | -                | -                | -                            | 0%          | -                  | 0%          |
| 9815 · Misc Sewer Pump Station Upgrade               | -                    | -              | -                            | 0%          | 15               | -                | (15)                         | 100%        | -                  | 0%          |
| 9817 · TV Gravity Sewer System                       | 7,500                | -              | (7,500)                      | 100%        | 7,500            | -                | (7,500)                      | 100%        | -                  | 0%          |
| 9818 · Misc Water System Improvements                | 5,359                | 1,700          | (3,659)                      | 315%        | 5,550            | 20,000           | 14,450                       | 28%         | 20,000             | 28%         |
| 9819 · Adj Water Valve Boxes to Street Grade         | -                    | -              | -                            | 0%          | -                | -                | -                            | 0%          | -                  | 0%          |
| 9820 · Misc Upgrades Water Pump Stations             | 2,627                | 830            | (1,797)                      | 0%          | 15,509           | 10,000           | (5,509)                      | 155%        | 10,000             | 155%        |
| 9821 · Automatic Meter Read System                   | -                    | 775            | 775                          | 0%          | 7,147            | 9,350            | 2,203                        | 76%         | 9,350              | 76%         |
| 9822 · Misc Jobs - Safety Tools Bldgs                | 526                  | 6,250          | 5,724                        | 8%          | 55,452           | 77,000           | 21,548                       | 72%         | 77,000             | 72%         |
| 9824 · Lake Management                               | -                    | -              | -                            | 0%          | 31,160           | -                | (31,160)                     | 100%        | -                  | 0%          |
| 9825 · HOTFaP  | -                    | -              | -                            | 0%          | -                | -                | -                            | 0%          | -                  | 0%          |
| 9826 · Contemporary Water Quality                    | 17,363               | 6,135          | (11,228)                     | 283%        | 110,056          | 116,000          | -                            | -           | 116,000            | -           |
| 9827 · District Engineer Services                    | 3,867                | -              | (3,867)                      | 100%        | 8,199            | -                | -                            | -           | -                  | -           |
| 9915 · Misc. Projects                                | -                    | -              | -                            | 0%          | 853              | -                | (853)                        | 100%        | -                  | 0%          |
| <b>Total 9800 · Project Expenses</b>                 | <b>37,691</b>        | <b>20,640</b>  | <b>(17,051)</b>              | <b>183%</b> | <b>255,021</b>   | <b>291,350</b>   | <b>36,329</b>                | <b>88%</b>  | <b>291,350</b>     | <b>88%</b>  |
| <b>Total Controllable Expenses</b>                   | <b>163,826</b>       | <b>165,545</b> | <b>1,719</b>                 | <b>99%</b>  | <b>1,846,519</b> | <b>2,068,346</b> | <b>221,827</b>               | <b>89%</b>  | <b>2,068,346</b>   | <b>89%</b>  |
| <b>Non-Controllable Expenses:</b>                    |                      |                |                              |             |                  |                  |                              |             |                    |             |
| <b>9900 · Debt - Interest</b>                        |                      |                |                              |             |                  |                  |                              |             |                    |             |
| 9904 · Interest on SRF Loan                          | -                    | 3,497          | 3,497                        | 0%          | 3,225            | 7,469            | 4,244                        | 43%         | 7,469              | 43%         |
| 9906 · USDA Revenue Bonds                            | -                    | -              | -                            | 0%          | 117,200          | 117,202          | 3                            | 100%        | 117,202            | 100%        |
| 9908 · Int on Assessment-7207 Palisade               | -                    | -              | -                            | 0%          | 234              | 247              | 13                           | 95%         | 247                | 95%         |
| <b>Total 9900 · Debt - Interest</b>                  | <b>-</b>             | <b>3,497</b>   | <b>3,497</b>                 | <b>0%</b>   | <b>120,658</b>   | <b>124,918</b>   | <b>4,260</b>                 | <b>97%</b>  | <b>124,918</b>     | <b>97%</b>  |
| <b>9920 · Depreciation</b>                           |                      |                |                              |             |                  |                  |                              |             |                    |             |
| 9921 · Depreciation - Water                          | 12,351               | 11,500         | (851)                        | 107%        | 143,770          | 138,000          | (5,770)                      | 104%        | 138,000            | 104%        |
| 9922 · Depreciation - Sewer                          | 9,559                | 10,000         | 441                          | 96%         | 114,261          | 120,000          | 5,739                        | 95%         | 120,000            | 95%         |
| <b>Total 9920 · Depreciation</b>                     | <b>21,910</b>        | <b>21,500</b>  | <b>(410)</b>                 | <b>102%</b> | <b>258,032</b>   | <b>258,000</b>   | <b>(32)</b>                  | <b>100%</b> | <b>258,000</b>     | <b>100%</b> |
| <b>9950 · SLCWD Share - DSPUD Capital Costs</b>      |                      |                |                              |             | <b>34,308</b>    | <b>60,000</b>    | <b>25,692</b>                | <b>57%</b>  | <b>60,000</b>      | <b>57%</b>  |
| <b>Total Non-Controllable Expenses</b>               | <b>21,910</b>        | <b>24,997</b>  | <b>3,087</b>                 | <b>88%</b>  | <b>412,998</b>   | <b>442,918</b>   | <b>29,920</b>                | <b>93%</b>  | <b>442,918</b>     | <b>93%</b>  |
| <b>TOTAL DISTRICT EXPENSES:</b>                      | <b>185,736</b>       | <b>190,542</b> | <b>4,806</b>                 | <b>97%</b>  | <b>2,259,516</b> | <b>2,511,264</b> | <b>251,748</b>               | <b>90%</b>  | <b>2,511,264</b>   | <b>90%</b>  |

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<br>6/30/22 | Budget          | Favorable /<br>(Unfavorable) | % of Budget | YEAR TO<br>DATE     | Budget        | Favorable /<br>(Unfavorable) | % of Budget | FY 21-22<br>Budget   | % of Budget |
| <b>EARNED REVENUE LESS EXPENSES</b> | <b>21,189</b>        | <b>(16,382)</b> | <b>37,571</b>                |             | <b>451,187</b>      | <b>43,527</b> | <b>407,660</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<br>BUDGET | Previously<br>Incurred Costs | Costs Incurred<br>Current Month | Total Costs to<br>Date | VARIANCE<br>Favorable<br>(Unfavorable) |
|--|--------------------|------------------------------|---------------------------------|------------------------|--|
| <b>CAPITAL PROJECTS IN PROGRESS:</b>                         |                    |                              |                                 |                        |  |
| 3101 - Spot Repairs of Sewer Mainline and Laterals           | \$ 456,900         | \$ 92,489                    | \$ 6,225                        | 98,713                 | \$ 358,187                             |
| 3103 - Repair/Replace Sewer Manholes at Various Locations    | 202,020            | 25,312                       | 2,915                           | 28,226                 | 173,794                                |
| 3104 - Miscellaneous Sewer Pump Station Upgrades             | 257,550            | 181,612                      | 93,788                          | 275,400                | (17,850)                               |
| 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            | 17,438                       |                                 | 17,438                 | 130,062                                |
| 3114 - Automatic Meter Read System                           | 280,000            | 95,176                       | 2,248                           | 97,424                 | 182,576                                |
| 3118 - Purchase Tools/Equipment and Building Improvements    | 60,000             | 2,225                        |                                 | 2,225                  | 57,775                                 |
| Total Capital Projects                                       | \$ 1,423,970       | \$ 417,291                   | \$ 105,176                      | 522,466                | \$ 901,504                             |

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

|  | ACTUAL<br>Jun-22 | Forecast<br>Jun-22 | Forecast<br>Jul-22 | Forecast<br>Aug-22 | Forecast<br>Sep-22 | Forecast<br>Oct-22 | Forecast<br>Nov-22 | Forecast<br>Dec-22 | Forecast<br>Jan-23 | Forecast<br>Feb-23 | Forecast<br>Mar-23 | Forecast<br>Apr-23 | Forecast<br>May-23 |
|--|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Beginning Operating Cash Balance:</b>                   | <b>676</b>       | 676                | 629                | 678                | 961                | 830                | 708                | 711                | 594                | 647                | 650                | 442                | 265                |
| <b>Cash Provided/(Used) by Operations:</b>                 |                  |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |
| <b>Revenues:</b>   |                  |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |
| Sewer & Water Service Fees                                 | 162              | 197                | 300                | 455                | 125                | 75                 | 200                | 80                 | 50                 | 200                | 200                | 20                 | 125                |
| Misc Other Income  | -                | 3                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  |
| Placer County Taxes  | -                | -                  | -                  | 25                 | -                  | -                  | -                  | -                  | 200                | -                  | -                  | -                  | 200                |
| <b>Expenses:</b>   |                  |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |
| Operating Expenses   | (124)            | (150)              | (154)              | (154)              | (154)              | (154)              | (154)              | (154)              | (154)              | (154)              | (154)              | (154)              | (154)              |
| Sierra Plant - Capital Projects                            | (85)             | (150)              | (43)               | (43)               | (43)               | (43)               | (43)               | (43)               | (43)               | (43)               | (43)               | (43)               | (43)               |
| <b>Net Cash Provided/(Used) by Operations:</b>             | <b>(47)</b>      | (100)              | 103                | 283                | (72)               | (122)              | 3                  | (117)              | 53                 | 3                  | 3                  | (177)              | 128                |
| <b>Cash Provided/(Used) for Financing Activities</b>       |                  |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |
| CA Bank & Trust - Qrtly Transfers                          | -                | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  |
| USDA \$5.2 million Revenue Bond                            | -                | -                  | -                  | -                  | (59)               | -                  | -                  | -                  | -                  | -                  | (211)              | -                  | -                  |
| DSPUD Plant Upgrades & Repairs                             | -                | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  |
| <b>Total Cash Provided/(Used) by Financing Activities:</b> | <b>-</b>         | -                  | -                  | -                  | (59)               | -                  | -                  | -                  | -                  | -                  | (211)              | -                  | -                  |
| <b>Cash Provided/(Used) by Investment Activities</b>       |                  |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |
| Moved to/from Placer Co. Treasurer's Fund                  | -                | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  |
| GASB 45 - OPEB Annual Funding                              | -                | -                  | (54)               | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  |
| <b>Total Cash Provided(Used) by Investment Activities:</b> | <b>-</b>         | -                  | (54)               | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  | -                  |
| <b>Ending OPERATING ACCOUNT Cash Balance:</b>              | <b>629</b>       | 576                | 678                | 961                | 830                | 708                | 711                | 594                | 647                | 650                | 442                | 265                | 393                |

SIERRA LAKES COUNTY WATER DISTRICT - FIVE YEAR CASH FLOW PROJECTION  
2020/2021 - 2024/2025  
in \$000's

**Beginning OPERATING Cash Balance:**

| ACTUAL<br>2020/2021 | FORECAST<br>2021/2022 | Forecast<br>2022/2023 | Forecast<br>2023/2024 | Forecast<br>2024/2025 |
|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 168                 | 752                   | 629                   | 701                   | 849                   |

**Cash Provided/(Used) by Operations:**

**Revenues:**

Water/Sewer Service Fees  
PrePaid W/S Service Fees:  
Placer County Tax  
Primary Facilities Fees  
Misc Other Income

|         |         |         |         |         |
|---------|---------|---------|---------|---------|
| 2,077   | 2,016   | 2,078   | 2,053   | 2,053   |
| 286     | -       | -       | -       | -       |
| 482     | 517     | 450     | 400     | 400     |
| 67      | -       | 23      | 29      | 29      |
| -       | -       | 5       | 10      | 10      |
| (1,624) | (1,848) | (1,824) | (1,879) | (1,935) |
| (296)   | (513)   | (336)   | (952)   | (687)   |
| 992     | 172     | 396     | (339)   | (130)   |

**Expenses:**

Operating Expenses  
Sierra Plant - Capital Projects

**Net Cash Provided/(Used) by Operations:**

**Cash Provided/(Used) for Financing Activities**

CA Bank & Trust Loan Principal & Interest  
USDA Revenue Bond Loan  
Refunded WWTP Costs  
DSPUD Cost Sharing

|       |       |       |       |       |
|-------|-------|-------|-------|-------|
| -     | -     | -     | -     | -     |
| (100) | (58)  | -     | -     | -     |
| (269) | (270) | (270) | (270) | (270) |
| 69    | 67    | -     | -     | -     |
|       | (34)  |       |       |       |
| (300) | (295) | (270) | (270) | (270) |

**Total Cash Provided/(Used) by Financing Activities:**

**Cash Provided(Used) by Investment Activities**

Total Cash Provided(Used) by Investment Activities:  
Moved to Placer Co. Treasurer's Fund  
Annual GASB 45 Funding - OPEB - Moved to LAIF

|       |   |      |      |      |
|-------|---|------|------|------|
| -     | - | -    | 811  | -    |
| (108) | - | (54) | (54) | (54) |
| (108) | - | (54) | 757  | (54) |

**Total Cash Provided(Used) by Investment Activities:**

**Ending OPERATING Cash Balance:**

|     |     |     |     |     |
|-----|-----|-----|-----|-----|
| 752 | 629 | 701 | 849 | 395 |
|-----|-----|-----|-----|-----|

72

amn  
7/8/2022  
1:14 PM

SIERRA LAKES COUNTY WATER DISTRICT  
LIST OF DISBURSEMENTS REQUIRING BOARD APPROVAL  
July 2022

| Vendor  | Inv # / Inv Date  | Invoice Amount    |
|---|---|-------------------|
| <u>Paul A. Schultz, P.E. A CA Prof Corp</u>     | Invoice # 220701<br>Date 7/1/2022<br>For: <u>June 2022 Professional Fees &amp; Reimbursements</u>                                     | 20,475.00         |
| <u>Anna M Nickerson LLC</u>                     | Inv# 61522<br>Date 7/1/2022<br>For: <u>Professional Fees 6/1 to 6/15/22</u>   | 4,224.00          |
|   | Inv# 63022<br>Date 6/30/2022<br>For: <u>Professional Fees 6/16 to 6/30/2022</u>   | 5,104.00          |
| <b>TOTAL ANNA NICKERSON</b>                     |   | <b>9,328.00</b>   |
| <u>Kronick Moskovitz Tiedemann &amp; Girard</u> | Inv# 304378<br>Date 6/15/2022<br>For: <u>May 2022 Legal Fees</u>  | 1,445.75          |
| <u>Farr West Engineering</u>                    | Inv# 17857<br>Date 5/27/2022<br>For: <u>Sewer Pump Station #4 - Wet Well Replacement</u>  | 5,763.50          |
|   | Inv# 17858<br>Date 5/27/2022<br>For: <u>Sewer Infrastructure Rehab</u>  | 2,854.80          |
|   | Inv# 17859<br>Date 5/27/2022<br><u>Sewer Gravity Main Replacement</u>   | 3,021.17          |
|   | Inv# 17860<br>Date 5/27/2022<br>For: <u>Sewer Forcemain Replacement</u>   | 3,203.50          |
|   | Inv# 17861<br>Date 5/27/2022<br><u>Sewer Manhole Replacement &amp; Repair</u>   | 2,914.80          |
|   | Inv# 17881-17883<br>Date 5/27/1955<br>For: <u>General Services - map &amp; Water Tank, Sewer overflow, lake &amp; dam acquisition</u> | 3,866.50          |
| <b>TOTAL Farr West Engineering</b>              |   | <b>21,624.27</b>  |
| <u>Great Basin Control Systems</u>              | Inv# 22063<br>Date 5/17/2022<br>For: <u>PLC Replacement</u>   |                   |
| <u>Steve R Rados, Inc</u>                       | Inv# Pay App #1<br>Date 6/24/2022<br>For: <u>Sewer Infrastructure</u>   | 85,170.00         |
| <b>TOTAL INVOICES FOR APPROVAL</b>              |   | <b>138,043.02</b> |



**Sierra Lakes County Water District  
Paul A. Schultz, PE  
June 2022 Invoice Detail**

| <b>DATE</b> | <b>DESCRIPTION</b>   | <b>HOURS</b> |
|-------------|--|--------------|
| 06/01/2022  | Meet w/ American Energy Partner s(AEP) for Energy Audit. Meet w/ California Rural water Association regarding CRWA Leak Detection Grant. Finish Annual Consumer Confidence Report. Prepare Invoice, Invoice Backup. Begin General manager's Report. Help Utility Ops Mgr. w/ monthly report. (8.5 hrs. overall, 8.5 hrs. on-site)  | 8.5          |
| 06/02/2022  | Prepare graphics for Util. Ops. Mgr.'s Rpt. Answer attorney's question re: high waterline and property lines. Sign and return Notice to Proceed for Sewer Infrastructure Project. Continue prep of GM's Rpt. Send Ice Lake Dams inspection report to JPIA for insurance quote. (8.0 hrs. overall, 6.0 hrs. on-site)  | 8.0          |
| 06/03/2022  | Review Water Quality Assessment presentation by Sam Steuart (UNR). Complete General Manager's Report. Review Utility Ops. Mgr.'s Rpt. (4.0 hrs. overall, 0.0 hrs. on-site)   | 4.0          |
| 06/06/2022  | Verify District Boundaries for LAFCO. Send Payment Screening History Access for AEP. Review Salary Grid. Review New Policies and Procedures package (7.0 hrs. overall, 5.0 hrs. on-site)   | 7.0          |
| 06/08/2022  | Discuss using trench excavation water for Soda Springs Road repair work with Matt Randall, Placer County. Call Prof. Chandra re: WQA presentation. (3.0 hrs. overall, 0.0 hrs. on-site)  | 3.0          |
| 06/09/2022  | Further discussions regarding using trench excavation water for Soda Springs Road repair work with Matt Randall, Placer County. Call Prof. Chandra re: WQA presentation. Check out improvements behind home near SPS#4. Call Dir. Harvey about fish planting and new improvements behind home near SPS#4. Board Meeting Zoom Dry-Run. Prep for Board Meeting. Board Meeting. (11.0 hrs. overall, 5.0 hrs. on-site) | 11.0         |

75

**Sierra Lakes County Water District  
Paul A. Schultz, PE  
June 2022 Invoice Detail**

| <u>DATE</u> | <u>DESCRIPTION</u>  | <u>HOURS</u> |
|-------------|---|--------------|
| 06/10/2022  | Power went out had to call Matt to start generator. Hear from McKechnie (TFD) about a new meeting date/time. Building Transformer dead. PG&E here to troubleshoot and fix @ 2 PM. Set up new meeting w/ Dirs. Harvey and Heald re: District Management Framework. Answer Matt Schultz's (FW) email question re: Construction Observation. Call Kira Brown – RCAC re: Grant for GIS Mapping of the District's Infrastructure. Call Weinhoff re: frequency of random drug testing. Send Austral Plans to FW for review. Email TFD re: Measure. (6.5 hrs. overall, 5.5 hrs. on-site)   | 6.5          |
| 06/13/2022  | Call from Kira Brown at RCAC re: Grant for GIS Mapping of the District's Infrastructure. Call Matt Randall (Placer Roads) re: use of water for Soda Springs Road Const. Email CalFire about thinning near Swiss Ct (training?). Call Logically about email issues. Call Chris Jackson (Austral) re: plans for railing and grating. Meet w/ Utility Ops. Mgr. re: 2022/2023 budgets, update of Emergency Response Plan, simple Defensible Space Implementation Plan. Call AEP re: results of Energy Audit. Hear from Matt Randall (Placer Roads) re: use of water for Soda Springs Road Const. Call Prof. Chandra re: WQA presentation. (7.5 hrs. overall, 5.5 hrs. on-site) | 7.5          |
| 06/14/2022  | Answer homeowner's email re: service location. Post Rados 3-week schedule on website. Post WQA Slideshow on website. Fix Conservation Letter for CCR mailing. Hear from CalFire about thinning near Swiss Ct (training?). Hear from Logically about email issues. Call Jedidiah Olsen (FW) re: Dam & Channel acquisition TO. Talk to Van Dyne (FW) about: Austral Plan Set review, Emergency Operations Plan, Dam Release Gate Repairs, AC Pipe Corrosion Follow-up Study, Other TOs – well overpressure, etc., Public Revenue/Capital Improvements Workshops. Talk to Steffi Gavin (FW) about: Tapmaster TO, Sewer Overflow Issue TO. (6.0 hrs. overall, 4.0 hrs. on-site) | 6.0          |
| 06/15/2022  | Prepare letter to property owners adjoining the strip re: new Ordinance. Call Weinhoff re: frequency of random drug testing. Find out from J. Mitchell about prevailing wage requirements for survey when there is no design and no construction. Call Chris Sauer (CalFire) about thinning near Swiss Ct (training?). Plan check for one residence. Convert WQA Slides to .pdf for website.  | 6.0          |

**Sierra Lakes County Water District**  
**Paul A. Schultz, PE**  
**June 2022 Invoice Detail**

| DATE       | DESCRIPTION  | HOURS |
|------------|--|-------|
|            | Email to Board re: pre-audit visit by B. Johnson re; Board questions. Call NTPUD re: Mutual Aid Agreement. (6.0 hrs. overall, 5.0 hrs. on-site)  |       |
| 06/16/2022 | Telephone call w/ Lance Holman @ Holman Capital. Answer realtor's question re: riparian parcels and greenbelts. Sign and return Tapmaster TO to Farr West. Hear from J. Mitchell. about prevailing wage requirements for survey when there is no design. (6.0 hrs. overall, 5.0 hrs. on-site)  | 6.0   |
| 06/20/2022 | Hear from Weinhoff re: Frequency of random testing. Comments on Stair and tank railing repair to Austral Engineering. Call Ken Morgan (GBC) and get off real-time alarms. Meet w/ Steve Palmer (DSPUD) re: Vactor waste and local landfilling/grading. Get sampling plans, etc. from Burgess @ Division of Drinking Water. Check on Free Leak Detection w/ Ruby Viramontes (CRWA). Meet w/Steve Palmer (DSPUD) re: Vactor Soil Waste. Resolve Utility Ops. Mgr.'s. standby pay issue. (6.5 hrs. overall, 4.5 hrs. on-site) | 6.5   |
| 06/21/2022 | Water Leak on Soda Springs Road. Resolve email and Exchange issues (Logically). Bubienko Plan Check. Complete OBF Application. Reinstate Pat's Standby Pay. Answer design question from one architect re: 1112 Island Way. (8.0 hrs. overall, 7.0 hrs. on-site)  | 8.0   |
| 06/22/2022 | Water Leak on Soda Springs Road. Meet w/ Matt Van Dyne and Matt Schultz (FW) re: Soda Springs Road watermain leak and fixes. Call Steve Palmer (DSPUD) for Vactor dump OK. Approve Sanitary Sewer Overflow Project Scope and Fee. CARB ACF Group Teleconference. (6.5 hrs. overall, 4.5 hrs. on-site)  | 6.5   |
| 06/23/2022 | Water Leak on Soda Springs Road. Hear from Kira Brown (RCAC) about GIS Grant/Project. Meet w/ Patrick Wallace re: Home at 1161 Lake Dr. Meet w/ Kevin McKechnie (TFD Chief). Meet Suzi Gibbons @ NTPUD to sign Mutual Aid Agreement. (4.0 hrs. overall, 1.0 hr. on-site)   | 4.0   |

**Sierra Lakes County Water District**  
**Paul A. Schultz, PE**  
**June 2022 Invoice Detail**

| <b>DATE</b> | <b>DESCRIPTION</b>  | <b>HOURS</b> |
|-------------|---|--------------|
| 06/24/2022  | Review workplan for Ice Lakes Dam and Serena Creek Channel Acquisition TO (FW). Other miscellaneous items. (3.0 hrs. overall, 0.0 hrs. on-site)   | 3.0          |
| 06/27/2022  | Add new items to agenda. Scan mutual aid agreement and send to AN. Update Do List. Call Dave Wensley re: 8539 Acorn. Call Alex German re: Island Way home. Call Grant Phoebus re: 8539 Acorn. Call Kathy Atkinson re: 4290 Lake. Send GIS Proposal from RCAC to MVD at FW. Read CARB ACF docs. Review and approve 8539 Acorn plans. Email Matt Schultz (FW) re: Extra work claim for Rados finding pipe. Acknowledge RCAC email regarding GIS. (6.0 hrs. overall, 6.0 hrs. on-site) | 6.0          |
| 06/28/2022  | Finish letter and attachments for Lakefront Property Owners re; Lake Management Plan. Compile list of lakefront property owners to receive letter. Meet Chris Sauer (CalFire) re: Training and thinning at the end of Swiss Ct. Review Patrick Wallace's variance (Lake Drive) encroachment proposal. Call Weinhoff re: frequency of random drug testing. (6.0 hrs. overall, 5.0 hrs. on-site)  | 6.0          |
| 06/29/2022  | Review Property Acquisition TO from FW. Ck. w/ Anna re: T-Mobile for Business. Check w/ AN and MM re: any lingering email issues. Find out about AED Regulations in CA. Order up a defibrillator. Order up tourniquets. Help crew locate watermain on Soda Springs Road. (6.5 hrs. overall, 5.5 hrs. on-site)   | 6.5          |
| 06/30/2022  | Sewer Project Progress meeting @ 10 AM w/ FW and Rados. Inspections at 2259 Lake Drive. Review and send Sam Stuart's notes on WQA Presentation to Board. Contact Mat Randal at Placer County Roads re: Soda Springs Road Watermain leak, fix and repair. Respond to Mr. Flanagan re: Donation of lot to District. Contact CRWA re: Energy Audit results and moving forward. (6.0 hrs. overall, 6.0 hrs. on-site)  | 6.0          |

**ANNA M. NICKERSON, LLC**  
**FINANCIAL CONSULTANT**

**INVOICE**

ACCOUNT NO: 9018 \$ 4,224.00

CHECK NO: \_\_\_\_\_

CHECK DATE: \_\_\_\_\_

APPROVAL: \_\_\_\_\_

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

INVOICE NO: 061522  
 DATE: June 15, 2022

anickerson@sonic.net

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 / Website | Board Agenda / Mtg Min / Packets | Total       |
|-----------|---|-------|------------|--------------------|------------|--------------------------|--|-----------------|-------------|---------------|------------|--------------|--------------|----------------------------------|-------------|
| 6/1/2022  | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Processed payroll   | 4.5   | \$88.00    | \$ 396.00          |            |                          | 2  |                 |             | 1             | 1          | 0.5          |              |                                  | 4.5         |
| 6/2/2022  | Off   | 0.0   | \$88.00    | \$ -               |            |                          |  |                 |             |               |            |              |              |                                  | 0           |
| 6/3/2022  | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Month end and board meeting reports and board packet preparation                                    | 7.5   | \$88.00    | \$ 660.00          |            |                          | 5  |                 |             | 0.5           | 0.5        | 0.5          |              | 1                                | 7.5         |
| 6/6/2022  | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Processed escrows, updated data bases and sent letters to new customers.                            | 5.0   | \$88.00    | \$ 440.00          |            | 2                        |  |                 | 0.5         | 1             | 1          | 0.5          |              |                                  | 5           |
| 6/7/2022  | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Escrows, testing updates,   | 5.0   | \$88.00    | \$ 440.00          | 1          | 1                        |  |                 | 0.5         | 0.5           | 1.5        | 0.5          |              |                                  | 5           |
| 6/8/2022  | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated website,  | 4.0   | \$88.00    | \$ 352.00          |            |                          |  |                 |             | 1             | 1          | 0.5          | 1.5          |                                  | 4           |
| 6/9/2022  | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Payroll, meter updates, website updates, annual billing order, board meeting prep, filed            | 8.5   | \$88.00    | \$ 748.00          | 2          | 1.5                      | 1  |                 | 0.5         | 1             | 1          | 0.5          |              | 1                                | 8.5         |
| 6/9/2022  | Board Meeting   | 2.5   | \$88.00    | \$ 220.00          |            |                          |  |                 |             |               |            |              |              | 2.5                              | 2.5         |
| 6/10/2022 | Off   | 0.0   | \$88.00    | \$ -               |            |                          |  |                 |             |               |            |              |              |                                  | 0           |
| 6/13/2022 | Off   | 0.0   | \$88.00    | \$ -               |            |                          |  |                 |             |               |            |              |              |                                  | 0           |
| 6/14/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Processed connection permit, updated water conservation letter, testing updates                     | 5.5   | \$88.00    | \$ 484.00          | 0.5        | 1.5                      |  |                 | 1           | 1.5           | 0.5        | 0.5          |              |                                  | 5.5         |
| 6/15/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Issued late fees and statements, issued certifications, shutoff notices and w/s payment agreements. | 5.5   | \$88.00    | \$ 484.00          |            | 1                        |  |                 |             | 3             | 1          | 0.5          |              |                                  | 5.5         |
|           | <b>48.0 TOTALS</b>  |       |            | <b>\$ 4,224.00</b> | <b>3.5</b> | <b>7.0</b>               | <b>8.0</b>                                 | <b>0.0</b>      | <b>2.5</b>  | <b>9.5</b>    | <b>7.5</b> | <b>4.0</b>   | <b>1.5</b>   | <b>4.5</b>                       | <b>48.0</b> |
|           |   |       |            |                    | 7%         | 15%                      | 17%  | 0%              | 5%          | 20%           | 16%        | 8%           | 3%           | 9%                               | 100%        |

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**ANNA M NICKERSON, LLC  
FINANCIAL CONSULTANT**

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

anickerson@sonic.net

**INVOICE**

INVOICE NO: 063021  
DATE: July 1, 2022

ACCOUNT NO: 9018 \$ 5,104.00  
CHECK NO: \_\_\_\_\_  
CHECK DATE: \_\_\_\_\_  
APPROVAL: \_\_\_\_\_

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 / Website | Board Agenda / Mtg Min / Packets | Total       |
|-----------|---|-------|------------|--------------------|------------|--------------------------|--|-----------------|-------------|---------------|------------|--------------|--------------|----------------------------------|-------------|
| 6/16/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Processed payroll, issued certifications and updated data bases.  | 5.0   | \$88.00    | \$ 440.00          |            | 1                        | 1  |                 | 1           | 1             | 0.5        | 0.5          |              |                                  | 5           |
| 6/17/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Annual Billing  | 9.0   | \$88.00    | \$ 792.00          |            |                          |  |                 |             | 8             | 0.5        | 0.5          |              |                                  | 9           |
| 6/18/2022 | Annual Billing  | 4.5   | \$88.00    | \$ 396.00          |            |                          |  |                 |             | 4.5           |            |              |              |                                  | 4.5         |
| 6/20/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated website and worked on annual billing and filed.   | 5.0   | \$88.00    | \$ 440.00          | 0.5        |                          |  |                 |             | 2             | 0.5        | 0.5          | 1.5          |                                  | 5           |
| 6/21/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Finished annual billing process connection permit. Processed new escrow, started minutes  | 4.0   | \$88.00    | \$ 352.00          |            | 0.5                      |  |                 |             | 1.5           | 0.5        | 0.5          |              | 1                                | 4           |
| 6/22/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Worked on minutes, researched new internet, Conflict of Interest Code update, opened new and closed escrow and updated data bases       | 5.0   | \$88.00    | \$ 440.00          |            | 1                        |  |                 | 0.5         | 1             | 1          | 0.5          |              | 1                                | 5           |
| 6/23/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Reconciled property list, updated website for annual billings, closed out construction permit and updated data bases. Worked on minutes | 5.0   | \$88.00    | \$ 440.00          |            |                          |  |                 | 1           | 1             | 0.5        | 0.5          | 1            | 1                                | 5           |
| 6/24/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Started year end, processed escrow updates, board meeting materials and connection permits.   | 6.0   | \$88.00    | \$ 528.00          | 0.5        | 1                        | 3  |                 |             | 0.5           | 0.5        | 0.5          |              |                                  | 6           |
| 6/27/2022 | Off   | 0.0   | \$88.00    | \$ -               |            |                          |  |                 |             |               |            |              |              |                                  | 0           |
| 6/28/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails.   | 4.0   | \$88.00    | \$ 352.00          |            | 1                        |  |                 |             | 1.5           | 1          | 0.5          |              |                                  | 4           |
| 6/29/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Escrow research, returned annual invoice research start agenda.   | 5.0   | \$88.00    | \$ 440.00          | 0.5        | 0.5                      | 1  |                 |             | 1             | 1          | 0.5          |              | 0.5                              | 5           |
| 6/30/2022 | Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Payroll, billing rate calculation, escrow close, update data bases  | 5.5   | \$88.00    | \$ 484.00          | 1          | 1                        | 1.5  |                 | 0.5         | 0.5           | 0.5        | 0.5          |              |                                  | 5.5         |
|           | <b>58.0 TOTALS</b>  |       |            | <b>\$ 5,104.00</b> | <b>2.5</b> | <b>6.0</b>               | <b>6.5</b>                                 | <b>0.0</b>      | <b>3.0</b>  | <b>22.5</b>   | <b>6.5</b> | <b>5.0</b>   | <b>2.5</b>   | <b>3.5</b>                       | <b>58.0</b> |
|           |   |       |            |                    | 4%         | 10%                      | 11%  | 0%              | 5%          | 39%           | 11%        | 9%           | 4%           | 6%                               |             |

08



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

June 15, 2022  
 Invoice 304378

General

Reference # 4210-001

For Professional Services Through 5/25/2022

|                              |          |                   |
|------------------------------|----------|-------------------|
| Previous Balance             |          | 5,329.75          |
| Payments                     |          | -5,329.75         |
| <b>Balance Forward</b>       |          | <b>0.00</b>       |
| Current Fees                 | 1,445.75 |                   |
| <b>Total Current Charges</b> |          | <b>1,445.75</b>   |
| <b>Total Due</b>             |          | <b>\$1,445.75</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                          | 1,445.75 | 0.00  | 0.00  | 0.00 | 1,445.75  |

ACCOUNT NO 9012 \$1,445.75  
 CHECK NO.  
 CK DATE  
 APPROVED *Paule*

# FARR WEST ENGINEERING

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

15-07-23059:43-00

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

Invoice number 17857  
Date 05/27/2022

Project R4653-2036-PWP SLCWD - SEWER  
PUMP STATION #4 WET WELL  
REPLACEMENT

Period 04/30/22 to 05/27/22

## Sewer Pump Station #4 Wet Well Replacement

Description of Services: Bid advertisement with newspaper; Completion of Placer County Encroachment Permit comment response; Submittal review; RFI review; Value Engineering Proposals; Additional Survey for Bid Alternate manholes; and Prepare and conduct Preconstruction Conference.

### Professional Services

|                                | Hours | Rate   | Billed Amount   |
|--------------------------------|-------|--------|-----------------|
| Deidre Blanton                 | 0.50  | 95.00  | 47.50           |
| Eric Cowan                     | 5.50  | 325.00 | 1,787.50        |
| Jedidiah Olson                 | 4.00  | 135.00 | 540.00          |
| Kimberly Kelly                 | 1.50  | 115.00 | 172.50          |
| Larissa Vallarino              | 14.75 | 120.00 | 1,770.00        |
| Matthew Schultz                | 9.64  | 150.00 | 1,446.00        |
| Professional Services subtotal | 35.89 |        | 5,763.50        |
| Invoice total                  |       |        | <b>5,763.50</b> |

### Invoice Summary

| Description                            | Contract Amount   | Current Billed  | Prior Billed     | Total Billed     | Remaining        |
|--|-------------------|-----------------|------------------|------------------|------------------|
| Task 1.0 - Project Management          | 9,576.00          | 347.50          | 7,808.60         | 8,156.10         | 1,419.90         |
| Task 2.0 - Survey and Mapping          | 6,200.00          | 2,500.00        | 3,685.00         | 6,185.00         | 15.00            |
| Task 3.0 - Design                      | 33,286.00         | 0.00            | 34,881.55        | 34,881.55        | -1,595.55        |
| Task 4.0 - Bidding Assistance          | 6,579.00          | 60.00           | 4,268.85         | 4,328.85         | 2,250.15         |
| Task 5.0 - Construction Administration | 18,825.00         | 2,856.00        | 0.00             | 2,856.00         | 15,969.00        |
| 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         | 0.00            | 710.00           | 710.00           | 9,842.00         |
| <b>Total</b>                           | <b>116,068.00</b> | <b>5,763.50</b> | <b>51,354.00</b> | <b>57,117.50</b> | <b>58,950.50</b> |

PO 2021-103

ACCOUNT NO 3104 \$5,763.50  
CHECK NO. 21685  
CK DATE 6-9-22

APPROVED *[Signature]*

# FARR WEST ENGINEERING

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

1-07-22007193 1000

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

Invoice number 17858  
Date 05/27/2022

Project R4653-2089 SLCWD - SEWER  
INFRASTRUCTURE REHAB

Period 04/30/22 to 05/27/22

Sewer Infrastructure Rehab

Description of Services: Bid advertisement with newspaper; Completion of Placer County Encroachment Permit comment response; Submittal review; RFI review; Value Engineering Proposals; Additional Survey for Bid Alternate manholes; and Prepare and conduct Preconstruction Conference.

**Professional Services**

|                   | Hours | Rate          | Billed Amount   |
|-------------------|-------|---------------|-----------------|
| Larissa Vallarino | 23.79 | 120.00        | 2,854.80        |
|                   |       | Invoice total | <b>2,854.80</b> |

**Invoice Summary**

| Description                            | Contract Amount  | Current Billed  | Prior Billed     | Total Billed     | Remaining        |
|--|------------------|-----------------|------------------|------------------|------------------|
| Task 1.0 - Project Management          | 4,090.00         | 0.00            | 4,090.00         | 4,090.00         | 0.00             |
| Task 2.0 - Design                      | 10,032.00        | 0.00            | 10,031.80        | 10,031.80        | 0.20             |
| Task 3.0 - Bidding Assistance          | 2,940.00         | 0.00            | 2,340.00         | 2,340.00         | 600.00           |
| Task 4.0 - Construction Administration | 9,077.00         | 2,854.80        | 1,914.15         | 4,768.95         | 4,308.05         |
| 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>2,854.80</b> | <b>18,375.95</b> | <b>21,230.75</b> | <b>13,330.25</b> |

PO# 2021-104

ACCOUNT NO 3104 \$ 2,854.80

CHECK NO. 21685

CK DATE 6-9-22

APPROVED *Paul*

# FARR WEST ENGINEERING

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

18-07-20001108

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

Invoice number 17859  
Date 05/27/2022

Project R4653-2090 SLCWD - SEWER GRAVITY  
MAIN REPLACEMENT

Period 04/30/22 to 05/27/22

Sewer Gravity Main Replacement

Description of Services: Bid advertisement with newspaper; Completion of Placer County Encroachment Permit comment response; Submittal review; RFI review; Value Engineering Proposals; Additional Survey for Bid Alternate manholes; and Prepare and conduct Preconstruction Conference.

Professional Services

|                                | Hours | Rate   | Billed Amount |
|--------------------------------|-------|--------|---------------|
| Emily McKenzie                 | 0.50  | 100.00 | 50.00         |
| Larissa Vallarino              | 1.17  | 120.00 | 140.40        |
| Matthew Schultz                | 16.32 | 150.00 | 2,448.00      |
| Michael Persyn                 | 2.00  | 108.00 | 216.00        |
| Professional Services subtotal | 19.99 |        | 2,854.40      |

Reimbursable Expenses

PO 2021-107

| Reimbursable Expenses | Billed Amount |
|-----------------------|---------------|
| Reimbursable Expenses | 166.77        |

ACCOUNT NO 3101 + 3,021.17  
CHECK NO. 21685  
CK DATE 6/9/22  
APPROVED *Paul*

Invoice total **3,021.17**

Invoice Summary

| Description                               | Contract Amount | Current Billed | Prior Billed | Total Billed | Remaining |
|---|-----------------|----------------|--------------|--------------|-----------|
| Task 1.0 - Project Management             | 3,196.00        | 0.00           | 3,196.00     | 3,196.00     | 0.00      |
| 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       | 0.00           | 19,541.00    | 19,541.00    | -1,597.00 |
| Task 4.0 - Bidding Assistance             | 4,564.00        | 166.77         | 3,978.88     | 4,145.65     | 418.35    |
| Task 5.0 - Construction Administration    | 11,158.00       | 2,854.40       | 0.00         | 2,854.40     | 8,303.60  |
| Task 6.0 - Construction Observation       | 19,800.00       | 0.00           | 0.00         | 0.00         | 19,800.00 |
| Task 7.0 - Owner Directed Services        |                 |                |              |              |           |
| Task 7.1 - Owner Directed Services        | 730.00          | 0.00           | 0.00         | 0.00         | 730.00    |
| Task 7.2 - Board Workshop Cost Estimating | 5,589.00        | 0.00           | 5,589.07     | 5,589.07     | -0.07     |
| Subtotal                                  | 6,319.00        | 0.00           | 5,589.07     | 5,589.07     | 729.93    |
| Total                                     | 69,511.00       | 3,021.17       | 36,920.20    | 39,941.37    | 29,569.63 |

# FARR WEST ENGINEERING

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

11-09-22-1581

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

Invoice number 17860  
Date 05/27/2022

Project R4653-2091 SLCWD - SEWER FORCE  
MAIN REPLACEMENT

Period 04/30/22 to 05/27/22

Sewer Force Main Replacement

Description of Services: Bid advertisement with newspaper; Completion of Placer County Encroachment Permit comment response; Submittal review; RFI review; Value Engineering Proposals; Additional Survey for Bid Alternate manholes; and Prepare and conduct Preconstruction Conference.

Professional Services

|                                | Hours | Rate   | Billed Amount   |
|--------------------------------|-------|--------|-----------------|
| Deidre Blanton                 | 0.50  | 95.00  | 47.50           |
| Matthew Schultz                | 21.04 | 150.00 | 3,156.00        |
| Professional Services subtotal | 21.54 |        | 3,203.50        |
| Invoice total                  |       |        | <b>3,203.50</b> |

Invoice Summary

| Description                               | Contract Amount | Current Billed | Prior Billed | Total Billed | Remaining |
|---|-----------------|----------------|--------------|--------------|-----------|
| Task 1.0 - Project Management             | 9,576.00        | 347.50         | 7,817.00     | 8,164.50     | 1,411.50  |
| 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       | 0.00           | 24,435.00    | 24,435.00    | 3,577.00  |
| Task 4.0 - Bidding Assistance             | 4,791.00        | 0.00           | 4,435.04     | 4,435.04     | 355.96    |
| Task 5.0 - Construction Administration    | 19,329.00       | 2,856.00       | 135.00       | 2,991.00     | 16,338.00 |
| Task 6.0 - Construction Observation       | 41,400.00       | 0.00           | 0.00         | 0.00         | 41,400.00 |
| Task 7.0 - Owner Directed Services        |                 |                |              |              |           |
| Task 7.0 - Owner Directed Services        | 2,745.00        | 0.00           | 1,515.00     | 1,515.00     | 1,230.00  |
| Task 7.1 - Board Workshop Cost Estimating | 8,346.00        | 0.00           | 9,249.43     | 9,249.43     | -903.43   |
| Subtotal                                  | 11,091.00       | 0.00           | 10,764.43    | 10,764.43    | 326.57    |
| Total                                     | 121,999.00      | 3,203.50       | 54,961.47    | 58,164.97    | 63,834.03 |

PO 2021-106

ACCOUNT NO 3161 \$3,203.50

CHECK NO. 21685

CK DATE 6-9-22

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 17861  
Date 05/27/2022

Project R4653-2092 SLCWD - SEWER MANHOLE  
REPLACEMENT AND REPAIR

Period 04/30/22 to 05/27/22

## Sewer Manhole Replacement and Repair

Description of Services: Bid advertisement with newspaper; Completion of Placer County Encroachment Permit comment response; Submittal review; RFI review; Value Engineering Proposals; Additional Survey for Bid Alternate manholes; and Prepare and conduct Preconstruction Conference.

### Professional Services

|                   | Hours | Rate          | Billed Amount   |
|-------------------|-------|---------------|-----------------|
| Larissa Vallarino | 24.29 | 120.00        | 2,914.80        |
|                   |       | Invoice total | <b>2,914.80</b> |

### Invoice Summary

| Description                            | Contract Amount  | Current Billed  | Prior Billed     | Total Billed     | Remaining        |
|--|------------------|-----------------|------------------|------------------|------------------|
| Task 1.0 - Project Management          | 4,090.00         | 0.00            | 4,090.00         | 4,090.00         | 0.00             |
| 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         | 0.00            | 11,108.40        | 11,108.40        | -1,596.40        |
| Task 4.0 - Bidding Assistance          | 2,940.00         | 60.00           | 3,811.25         | 3,871.25         | -931.25          |
| Task 5.0 - Construction Administration | 8,809.00         | 2,854.80        | 1,200.00         | 4,054.80         | 4,754.20         |
| 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>2,914.80</b> | <b>25,282.40</b> | <b>28,197.20</b> | <b>15,154.80</b> |

PO 2021-105

ACCOUNT NO 3103 \$ 2,914.80  
CHECK NO. 21685  
CK DATE 6-9-22  
APPROVED *[Signature]*

**FARR WEST  
ENGINEERING**

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

00-07-2020-015 RC

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

Invoice number 17881  
Date 05/27/2022  
Project R4653-2312 SLCWD - WATER TANK  
ISOLATION VALVES

Period 04/30/22 to 05/27/22

Water Tank Isolation Valves

Per the General Manager's email to Farr West Engineering on April 12, 2022, all directed work is approved to begin work prior to compilation and approval of individual task orders under the Master Services Agreement and Farr West is not working at risk.

Description of Services: Correspondence with all parties; Cost estimating with vendor/contractor; Preparing plans; Design reviews with SLCWD.

**Professional Services**

|                                | Hours | Rate          | Billed Amount   |
|--------------------------------|-------|---------------|-----------------|
| Emily McKenzie                 | 15.50 | 100.00        | 1,550.00        |
| Matthew Van Dyne               | 1.50  | 189.00        | 283.50          |
| Steffi Gavin                   | 4.50  | 140.00        | 630.00          |
| Professional Services subtotal | 21.50 |               | 2,463.50        |
|                                |       | Invoice total | <b>2,463.50</b> |

**Invoice Summary**

| Description                         | Contract Amount | Current Billed | Prior Billed | Total Billed | Remaining |
|-------------------------------------|-----------------|----------------|--------------|--------------|-----------|
| Task 1.0 - Project Management       | 0.00            | 353.50         | 837.50       | 1,191.00     | -1,191.00 |
| Task 2.0 - Design                   | 0.00            | 2,110.00       | 990.00       | 3,100.00     | -3,100.00 |
| Task 3.0 - Bid Support              | 0.00            | 0.00           | 0.00         | 0.00         | 0.00      |
| Task 4.0 - Construction Management  | 0.00            | 0.00           | 0.00         | 0.00         | 0.00      |
| Task 5.0 - Construction Observation | 0.00            | 0.00           | 0.00         | 0.00         | 0.00      |
| Total                               | 0.00            | 2,463.50       | 1,827.50     | 4,291.00     | -4,291.00 |

PO 2022-123

ACCOUNT NO 9827 \$2,463.50  
CHECK NO. 21685  
CK DATE 6-9-22  
APPROVED *Paul*

# FARR WEST ENGINEERING

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

05-07-22 09:05 AM

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

Invoice number 17882  
Date 05/27/2022

Project R4653-2314 SLCWD - SANITARY SEWER  
OVERFLOW

Period 04/30/22 to 05/27/22

## Sanitary Sewer Overflow

Per the General Manager's email to Farr West Engineering on April 12, 2022, all directed work is approved to begin work prior to compilation and approval of individual task orders under the Master Services Agreement and Farr West is not working at risk.

Description of Services: Data review and coordination with SLCWD; Project planning and outline

### Professional Services

|                                | Hours | Rate          | Billed Amount |
|--------------------------------|-------|---------------|---------------|
| Matthew Van Dyne               | 1.50  | 189.00        | 283.50        |
| Steffi Gavin                   | 2.50  | 140.00        | 350.00        |
| Professional Services subtotal | 4.00  |               | 633.50        |
|                                |       | Invoice total | <b>633.50</b> |

### Invoice Summary

| Description                         | Contract Amount | Current Billed | Prior Billed  | Total Billed  | Remaining      |
|-------------------------------------|-----------------|----------------|---------------|---------------|----------------|
| Task 1.0 - Project Management       | 0.00            | 633.50         | 187.50        | 821.00        | -821.00        |
| Task 2.0 - Design                   | 0.00            | 0.00           | 0.00          | 0.00          | 0.00           |
| Task 3.0 - Bid Support              | 0.00            | 0.00           | 0.00          | 0.00          | 0.00           |
| Task 4.0 - Construction Management  | 0.00            | 0.00           | 0.00          | 0.00          | 0.00           |
| Task 5.0 - Construction Observation | 0.00            | 0.00           | 0.00          | 0.00          | 0.00           |
| <b>Total</b>                        | <b>0.00</b>     | <b>633.50</b>  | <b>187.50</b> | <b>821.00</b> | <b>-821.00</b> |

PO 2022-123

ACCOUNT NO 9827 \* 633.50  
CHECK NO. 21685  
CK DATE 6-9-22  
APPROVED *Paul*

# FARR WEST ENGINEERING

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

6-07-22 09:45 8511

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

Invoice number 17883  
Date 05/27/2022

Project R4653-2315-PWP SLCWD - SERENE  
LAKE AND DAM PROPERTY  
ACQUISITION

Period 04/30/22 to 05/27/22

Serene Lake and Dam Property Acquisition

Per the General Manager's email to Farr West Engineering on April 12, 2022, all directed work is approved to begin work prior to compilation and approval of individual task orders under the Master Services Agreement and Farr West is not working at risk.

Description of Services: Correspondence with all parties; Investigations with Placer County staff regarding property history and corrective needs.

**Professional Services**

|                                | Hours | Rate          | Billed Amount |
|--------------------------------|-------|---------------|---------------|
| Jedidiah Olson                 | 5.00  | 135.00        | 675.00        |
| Matthew Van Dyne               | 0.50  | 189.00        | 94.50         |
| Professional Services subtotal | 5.50  |               | 769.50        |
|                                |       | Invoice total | <b>769.50</b> |

**Invoice Summary**

| Description                   | Contract Amount | Current Billed | Prior Billed  | Total Billed  | Remaining      |
|-------------------------------|-----------------|----------------|---------------|---------------|----------------|
| Task 1.0 - Project Management | 0.00            | 94.50          | 187.50        | 282.00        | -282.00        |
| Task 2.0 - Survey (Office)    | 0.00            | 675.00         | 0.00          | 675.00        | -675.00        |
| Task 3.0 - Survey (Field PWP) | 0.00            | 0.00           | 0.00          | 0.00          | 0.00           |
| <b>Total</b>                  | <b>0.00</b>     | <b>769.50</b>  | <b>187.50</b> | <b>957.00</b> | <b>-957.00</b> |

PO 2022-123

ACCOUNT NO 9827 \$769.50  
CHECK NO. 21685  
CK DATE 6-9-22  
APPROVED *Paul*

ACCOUNT NO 3104 \* 85,170.00  
 CHECK NO.  
 CK DATE

**SLCWD- Sewer Infrastructure Replacement and Repair Project**

**CONTRACTOR:**

Steve P. Rados, Inc.

2002 E. McFadden Avenue, Suite 200

Santa Ana, CA 92705

APPROVED

ESTIMATE NO.01

Period: 6-13-22 to 6-24-22

PROJECT MANAGER: Matt Schultz

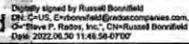
| Item No.      | Description   | Unit | Bid Quantity | Unit Price   | Contract Value        | Previous Quantity | Previous \$\$ amount | Quantity This Period | \$\$ Amount This Period | Quantity to Date | % complete to Date | Total \$\$ Amount to Date |
|---------------|---|------|--------------|--------------|-----------------------|-------------------|----------------------|----------------------|-------------------------|------------------|--------------------|---------------------------|
| 1A            | Mobilization  | LS   | 1            | \$75,000.00  | \$75,000.00           | 0.00              | \$ -                 | 1.00                 | \$ 75,000.00            | 1.00             | 100%               | \$ 75,000.00              |
| 1B            | Demobilization  | LS   | 1            | \$48,700.00  | \$48,700.00           | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 2             | Temporary Traffic Control   | LS   | 1            | \$25,000.00  | \$25,000.00           | 0.00              | \$ -                 | 0.05                 | \$ 1,250.00             | 0.05             | 5%                 | \$ 1,250.00               |
| 3             | Temporary Erosion Control   | LS   | 1            | \$70,000.00  | \$70,000.00           | 0.00              | \$ -                 | 0.05                 | \$ 3,500.00             | 0.05             | 5%                 | \$ 3,500.00               |
| 4             | 4-inch SDR 35 PVC Sewer Lateral   | EA   | 5            | \$5,000.00   | \$25,000.00           | 0.00              | \$ -                 | 1.00                 | \$ 5,000.00             | 1.00             | 20%                | \$ 5,000.00               |
| 6             | Sewer Manhole Replacement   | EA   | 3            | \$20,000.00  | \$60,000.00           | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 7             | Chimney Seal Installation   | EA   | 12           | \$900.00     | \$10,800.00           | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 8             | Sewer Manhole Grade Adjustment  | EA   | 1            | \$1,800.00   | \$1,800.00            | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 15A           | Sewer Pump Station 4 Improvements - Furnish Materials   | LS   | 1            | \$300,000.00 | \$300,000.00          | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 15B           | Sewer Pump Station 4 Improvements - Bypass and Dewatering                                     | LS   | 1            | \$65,000.00  | \$65,000.00           | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 15C           | Sewer Pump Station 4 Improvements - Excavate and Shore  | LS   | 1            | \$140,000.00 | \$140,000.00          | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 15D           | Sewer Pump Station 4 Improvements - Install Precast and Mechanical Piping - Wet Well          | LS   | 1            | \$100,000.00 | \$100,000.00          | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 15E           | Sewer Pump Station 4 Improvements - Install Precast and Mechanical Piping - Check Valve Vault | LS   | 1            | \$100,000.00 | \$100,000.00          | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 15F           | Sewer Pump Station 4 Improvements - Electrical Work   | LS   | 1            | \$50,000.00  | \$50,000.00           | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 15G           | Sewer Pump Station 4 Improvements - Painting Work   | LS   | 1            | \$50,000.00  | \$50,000.00           | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 17            | Remove & Dispose Existing ACP   | LF   | 30           | \$140.00     | \$4,200.00            | 0.00              | \$ -                 | 3.00                 | \$ 420.00               | 3.00             | 10%                | \$ 420.00                 |
| 18            | Non-Excavatable Rock  | CY   | 50           | \$380.00     | \$19,000.00           | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| 19            | Asphalt Patching  | SF   | 2,000        | \$16.00      | \$32,000.00           | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| A1            | Mobilization  | LS   | 1            | \$500.00     | \$500.00              | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| A2            | Temporary Traffic Control   | LS   | 1            | \$1,700.00   | \$1,700.00            | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| A3            | Temporary Erosion Control   | LS   | 1            | \$500.00     | \$500.00              | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| A6            | Sewer Manhole Replacement   | EA   | 3            | \$20,000.00  | \$60,000.00           | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| A17           | Remove & Dispose Existing ACP   | LF   | 45           | \$90.00      | \$4,050.00            | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| A19           | Asphalt Patching  | SF   | 675          | \$10.00      | \$6,750.00            | 0.00              | \$ -                 |                      | \$ -                    | 0.00             | 0%                 | \$ -                      |
| <b>Totals</b> |   |      |              |              | <b>\$1,250,000.00</b> |                   | \$ -                 |                      | <b>\$ 85,170.00</b>     |                  |                    | <b>\$ 85,170.00</b>       |

Change Orders

| Item No.      | Description | Unit | Bid Quantity | Unit Price | Contract Value | Previous Quantity | Previous \$\$ amount | Quantity This Period | \$\$ Amount This Period | Quantity to Date | % complete to Date | Total \$\$ Amount to Date |
|---------------|-------------|------|--------------|------------|----------------|-------------------|----------------------|----------------------|-------------------------|------------------|--------------------|---------------------------|
|               |             |      |              |            |                |                   |                      |                      | \$ -                    | 0.00             | #DIV/0!            | \$ -                      |
|               |             |      |              |            |                |                   |                      |                      | \$ -                    | 0.00             | #DIV/0!            | \$ -                      |
|               |             |      |              |            |                |                   |                      |                      | \$ -                    | 0.00             | #DIV/0!            | \$ -                      |
|               |             |      |              |            |                |                   |                      |                      | \$ -                    | 0.00             | #DIV/0!            | \$ -                      |
|               |             |      |              |            |                |                   |                      |                      | \$ -                    | 0.00             | #DIV/0!            | \$ -                      |
|               |             |      |              |            |                |                   |                      |                      | \$ -                    | 0.00             | #DIV/0!            | \$ -                      |
| <b>Totals</b> |             |      |              |            | <b>\$ -</b>    |                   | \$ -                 |                      | <b>\$ -</b>             |                  |                    | <b>\$ -</b>               |

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| Item No.  | Description | Unit | Bid Quantity | Unit Price | Contract Value | Previous Quantity | Previous \$\$ amount | Quantity This Period | \$\$ Amount This Period | Quantity to Date | % complete to Date | Total \$\$ Amount to Date |
|---|-------------|------|--------------|------------|----------------|-------------------|----------------------|----------------------|-------------------------|------------------|--------------------|---------------------------|
| <b>PROGRESS PAYMENT SUMMARY</b>                               |             |      |              |            |                |                   |                      |                      |                         |                  |                    |                           |
| <b>TOTAL COMPLETED AND STORED TO DATE</b>                     |             |      |              |            | \$             | 85,170.00         |                      |                      |                         |                  |                    |                           |
| <b>AMOUNT RETAINED (5%)</b>                                   |             |      |              |            | \$             | (4,258.50)        |                      |                      |                         |                  |                    |                           |
| <b>OTHER DEDUCTIONS</b>                                       |             |      |              |            | \$             | -                 |                      |                      |                         |                  |                    |                           |
| <b>TOTAL EARNED LESS AMOUNT RETAINED AND OTHER DEDUCTIONS</b> |             |      |              |            | \$             | 80,911.50         |                      |                      |                         |                  |                    |                           |
| <b>TOTAL COMPLETED AND STORED FROM PREVIOUS APPLICATIONS</b>  |             |      |              |            | \$             | -                 |                      |                      |                         |                  |                    |                           |
| <b>AMOUNT EARNED THIS ESTIMATE (LESS 5% RETENTION)</b>        |             |      |              |            | \$             | 80,911.50         |                      |                      |                         |                  |                    |                           |

|  |  |
|--|--|
| CONTRACTOR'S REPRESENTATIVE SIGNATURE/DATE<br><br>CITY'S REPRESENTATIVE SIGNATURE/DATE | <div style="text-align: center;">  <p><b>Russell Bonnifield</b></p> <small>Digitally signed by Russell Bonnifield<br/>DN: c=US, email=RussellBonnifield@graces.com, ou=Steve P. Radwin, Inc., cn=Russell Bonnifield<br/>Date: 2022.06.30 11:48:56 -0700</small> </div> |
|--|--|

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Recording Requested by and  
When Recorded Return to:

Robert Flanagan  
2864 Wakefield Dr.  
Belmont, CA 94002

APN: 069-430-006

*Space Above for Recorder's Use*

## GRANT DEED AND AGREEMENT

This Grant Deed and Agreement (“Deed and Agreement”) is made on the Effective Date stated below by and between Robert J. Flanagan, as trustee of the Robert J. Flanagan Trust Agreement dated November 24, 1992 (“Grantor”) and Sierra Lakes County Water District, a California Special District (“Grantee”), for the purpose of conveying certain land to the Grantee with restrictions required to protect and preserve the land.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the following described real property in the County of Placer, State of California (the “Parcel”), excepting and reserving therefrom the following covenants, terms, conditions, and restrictions that shall run with the land and shall be binding on the successors, assigns, transferees and grantees in ownership of the Parcel:

### Parcel

All right, title and interest in that certain real property, together with any and all improvements, easements, privileges and rights appurtenant thereto, in the County of Placer, State of California, described as:

Lot #136, Serene Lakes Subdivision Unit #1, as per Map filed May 31, 1967, in Book “I” of Maps, Page 17, Placer County Records, and as corrected by the Certificate of Correction recorded March 26, 1971, in Book 1342, Page 393, Official Records.

APN: 069-430-006

Commonly Known As: 2062 Serene Road, Soda Springs, California 95728

It is expressly agreed and understood hereby that the conveyance of the Parcel from Grantor to Grantee under this Deed and Agreement is made subject to the following and these covenants, terms, conditions, and restrictions shall run with the Parcel and shall be enforced as against the owner or holder of the Parcel, as applicable:

1. Deed Restriction. The conveyance by Grantor to Grantee pursuant to this Deed and Agreement is made and accepted upon the express conditions that Grantee shall keep and

maintain the Parcel in perpetuity as natural open space and shall not commence or complete any future development such as building a structure or dwelling on the Parcel. Grantee agrees the Parcel shall remain in its natural state for the purpose and intent of, among other things, the benefit of surrounding landowners and other persons to view, preserve, and protect the natural and scenic surroundings in perpetuity. The covenants, terms, conditions, and restrictions of this Deed and Agreement shall be binding upon, and inure to the benefit of, the respective parties hereto and their personal representatives, heirs, executors, administrators, successors, grantees, transferees, and assigns and shall constitute a servitude running in perpetuity with the Parcel for the benefit of Grantor. The parties are aware that the Grantor also owns the adjacent parcel, Lot 135, APN:069-430-005 and commonly known as 2072 Serene Road, Soda Springs, California 95728. These restrictions may be hereinafter referred to as the "Deed Restrictions."

2. Further Assurances of Grantee Regarding Subsequent Conveyance of the Parcel. If Grantee subsequently transfers all or any portion of the Parcel, Grantee shall cause such transferee to: (a) agree to be bound by the Deed Restrictions contained in this Deed and Agreement and to cause any subsequent transferee to be bound by such restrictions and the obligations of Grantee under such restrictions; and (b) acknowledge and agree that Grantor and its successors or assigns (including any successor or assign of the adjacent Lot 135 parcel) shall be an express third-party beneficiary of such restrictions with a right to enforce such restrictions directly against any such transferee. These Deed Restrictions benefit and burden the Parcel, shall be binding on successors, assigns, transferees and grantees of ownership of the Parcel regardless of whether Grantee satisfies these requirements, and this Deed and Agreement provides constructive notice that these Deed Restrictions run with the Parcel for the benefit of the Grantor and the owner of adjacent Lot 135.

3. As Is, No Warranties; Indemnity and Hold Harmless. The Parcel shall be delivered "as-is" in its present physical condition as of the Effective Date of this Deed and Agreement. Grantee has the right to, and hereby agrees that it has taken all steps deemed reasonably necessary, to inspect the Parcel. Grantor provides no representations or warranties of any kind. Grantee shall hold harmless, protect and indemnify Grantor and its agents, heirs, personal representatives, successors and assigns (each a "Grantor Indemnified Party" and, collectively, "Grantor Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, but not limited to, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments arising from or in any way connected with Grantee's acceptance, use or operation of the Parcel, injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Parcel, except to the extent caused by the negligence or willful misconduct of any of the Grantor Indemnified Parties.

4. Acceptance by Grantee. Grantee certifies that the interests in real property conveyed by this Deed and Agreement are hereby accepted by the undersigned agent of the Grantee pursuant to authority conferred by its internal governing documents and with full power and authority to execute this Deed and Agreement and be fully bound by its terms. Upon execution, the Grantee consents to recordation of this Deed and Agreement in the Official Records of Placer County.

5. Counterparts. This Deed and Agreement may be signed in counterparts, each of which shall constitute an original and collectively shall constitute one instrument.

6. Effective Date. This Deed and Agreement is effective as of the date of the last signature executed below, or on recordation in the Official Records of Placer County, California, if any signature is inadvertently undated.

IN WITNESS WHEREOF, the parties have agreed, accepted, and executed this Deed and Agreement.

**GRANTOR:**

Robert J. Flanagan Trust Agreement dated  
November 24, 1992

By: \_\_\_\_\_  
Robert J. Flanagan, trustee

**GRANTEE:**

Sierra Lakes County Water District,  
a California Special District

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

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

**From:** Mitchell, Jeffrey A. [jmitchell@kmtg.com](mailto:jmitchell@kmtg.com)  
**Subject:** RE: Lot transfer to Water District  
**Date:** June 30, 2022 at 10:32 AM  
**To:** Paul Schultz [pschultz@slcwg.org](mailto:pschultz@slcwg.org), karen heald [kjhealdesq@yahoo.com](mailto:kjhealdesq@yahoo.com)  
**Cc:** Dan Stockton [danstockton2@gmail.com](mailto:danstockton2@gmail.com)



The Deed (attached) looks straightforward, but I do have a couple of points to make:

1. Section 1 of the Deed includes restrictions that will run in perpetuity and that require that the District maintain the parcel "as natural open space". The District is barred from "commenc[ing] or complet[ing] any future development such as building a structure or dwelling."
  - a. I believe this is general consistent with the discussion at the last Board meeting.
  - b. **However I want to confirm whether there are any improvements the District would want to make to the parcel. By this I include adding a bench or picnic table, or landscaping the site, or installing a pedestrian path. And of course let me know if there are underground utilities on the parcel or if there is some reason to think utilities (above or below ground) might be something you'd want to add in the future. The phrase "as natural open space" could be read to prohibit any of those activities, even if they didn't rise to a level of "development".**
2. Section 3 has the District taking the parcel "as is". That's normal, but I would recommend that you:
  - a. Get a phase 1 environmental assessment for the parcel. In addition to letting you know if there are any readily identifiable issues, it would provide the District with a degree of protection as a bona fide purchaser.
  - b. Ask a title company to provide you with a report on any title exceptions. I have no reason to think this would be an issue, but you need to confirm there are no liens, easements, or deeds of trust recorded against the parcel.

Final note: I recommend that the property be accepted by Board Resolution, so we have a clear record of when and how the property was accepted.



**Jeffrey A. Mitchell** Attorney at Law  
Kronick Moskowitz Tiedemann & Girard [kmtg.com](http://kmtg.com)  
915.321.4591

CONFIDENTIALITY: This e-mail and any files transmitted with it are intended only for the individual named. If you have received this e-mail by mistake, please notify the sender immediately by e-mail. Do not disseminate, distribute, or otherwise use the information. Any e-mail transmitted by mistake will be deleted and a copy will be sent to the copy you received.

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**From:** Paul Schultz <[pschultz@slcwg.org](mailto:pschultz@slcwg.org)>  
**Sent:** Wednesday, June 29, 2022 12:10 PM  
**To:** karen heald <[kjhealdesq@yahoo.com](mailto:kjhealdesq@yahoo.com)>  
**Cc:** Mitchell, Jeffrey A. <[jmitchell@kmtg.com](mailto:jmitchell@kmtg.com)>; Dan Stockton <[danstockton2@gmail.com](mailto:danstockton2@gmail.com)>  
**Subject:** Re: Lot transfer to Water District

## 2022 Local Agency Biennial Notice

Name of Agency: Sierra Lakes County Water District  
Mailing Address: P. O. Box 1039, Soda Springs CA 95728  
Contact Person: Anna Nickerson Phone No. 530-426-7800  
Email: anickerson@slcwid.org Alternate Email: pschultz@slcwid.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (describe) \_\_\_\_\_

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

---

### Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

Emily Taylor  
Office of the Placer County Counsel  
175 Fulweiler Avenue  
Auburn, CA 95603

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

[www.fppc.ca.gov](http://www.fppc.ca.gov)  
FPPC Advice: [advice@fppc.ca.gov](mailto:advice@fppc.ca.gov) (866.275.3772)

Page 1 of 1

# SIERRA LAKES COUNTY WATER DISTRICT

## NOTICE OF INTENTION TO AMEND CONFLICT OF INTEREST CODE

NOTICE IS HEREBY GIVEN that the Sierra Lakes County Water District intends to amend its Conflict-of-Interest Code (“Code”) pursuant to Government Code Section 87300 and 87306. Pursuant to Government Code Section 87302, the Code will designate employees who must disclose certain investments, income, interest in real property and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

A written comment period has been established commencing on July 15, 2022 and terminating on August 15, 2022. Interested persons may present written comments concerning the proposed Code no later than August 15, 2022, to the Sierra Lakes County Water District at P.O. Box 1039, Soda Springs, CA 95728, or in person to the District’s Administrative Office at 7305 Short Road, Serene Lakes. No public hearing on this matter will be held unless any interested person or his or her representative requests a public hearing. Such request must be received by the District no later than 15 days prior to the close of the written comment period.

The Sierra Lakes County Water District has prepared a written explanation of the reason for the designations and the disclosure responsibilities and has available all of the information upon which its proposal is based.

Substantive Code amendments under consideration include:

1. Add Utility Operations Manager to list of designated employees. The position is responsible for ~~accounts payable and related accounting~~, and has very limited obligation authority.
2. ~~Delete District Engineer and District Counsel from the list of designated employees. These positions are covered under Govt. Code Section 87200 requiring full disclosure and should only be footnoted in the Code.~~
3. ~~Revise disclosure categories. Disclosure categories were updated pursuant to current FPPC guidance.~~
4. ~~Revise job title from Tax Collector/Assessor to Administrative Assistant III on the list of designated employees. This is a change in job title only. The position is responsible for the billing and collection of revenues and related accounting, and has very limited obligation authority.~~

Copies of the proposed Code and all of the information upon which it is based may be obtained from the Sierra Lakes County Water District at P.O. Box 1039, Soda Springs, CA 95728, or at the Administrative Office located at 7300 Short Road, Serene Lakes. Please call the Administrative Office at 530-426-7800 with any questions concerning the proposed Code.

## **CONFLICT OF INTEREST CODE**

### **SIERRA LAKES COUNTY WATER DISTRICT**

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code. Section 18730 is attached hereto as Appendix A. Section 18730 can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Pursuant to Resolution No. 92-603 of the Board of Directors of the Sierra Lakes County Water District, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix B in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the Sierra Lakes County Water District.

Pursuant to Section 4 of the standard code, designated employees shall file statements of economic interests with the District who will make the statements available for public inspection and reproduction (Government Code Section 811008). The original statements will be forwarded to the County of Placer and copies will be retained by the Sierra Lakes County Water District.

## APPENDIX A

### § 18730. Provisions of Conflict of Interest Codes.

#### 2 CA ADC § 18730 BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations Currentness  
Title 2. Administration  
Division 6. Fair Political Practices Commission  
Chapter 7. Conflicts of Interest  
Article 2. Disclosure (Refs & Annos)  
2 CCR § 18730

#### § 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.<sup>1</sup>

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.<sup>2</sup>

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$470.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$470 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer

has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
  - a. The date the loan was made.
  - b. The date the last payment of \$100 or more was made on the loan.
  - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$470 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

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<sup>1</sup> Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

<sup>2</sup> See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

<sup>3</sup> For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup> Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>5</sup> A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

<sup>6</sup> Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

#### HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).
21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).
24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).
25. Editorial correction of History 24 (Register 2003, No. 12).
26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).
27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).
28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).
29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).
30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).
31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

This database is current through 12/2/16 Register 2016, No. 49

2 CCR § 18730, 2 CA ADC § 18730

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Documents In Sequence

## APPENDIX B

### SIERRA LAKES COUNTY WATER DISTRICT CONFLICT OF INTEREST CODE APPENDIX OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

I. Designated Positions.<sup>1</sup> The positions listed below include those persons who are deemed to make, or participate in the making of, decisions which may foreseeably have a material effect on any financial interest. The persons holding the designated positions listed shall disclose interests and investments in accordance with the corresponding disclosure categories, which are defined below.

| <u>Designated Positions</u>   | <u>Disclosure Category</u> |
|-------------------------------|----------------------------|
| Administrative Specialist III | 1                          |
| Administrative Specialist II  | 1                          |
| Utilities Operations Managers | 1                          |
| District Engineer             | 1                          |
| Consultants <sup>2</sup>      | 1                          |

II. Disclosure Categories.

1. All interests in real property located in whole, or in part, within the District including any leasehold, beneficial or ownership interest, or an option to acquire such interest, and investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that develop real estate in the District or provide goods and services of the type utilized by the District.

2. All investments, business positions, and income, including gifts, loans, and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery, or services including training, consulting and construction services, of the type utilized by the District.

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<sup>1</sup> Officials who manage public investments: It has been determined that the following positions manage public investments (within the meaning of Govt. Code, Section 87200 and 2 Cal. Code Regs., Section 18720), Members of the Board of Directors, District Counsel, and General Manager.

An individual holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding filing obligations if he/she believes that his/her position has been categorized incorrectly. The FPPC makes the final determination as to whether a position is covered by Section 87200.

<sup>2</sup> Consultants are included in the list of designated positions and shall disclose pursuant to disclosure category 1, subject to the following limitation.

The President of the Sierra Lakes County Water District Board of Directors may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The President’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

## MEMORANDUM

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Remaining Policies and Procedures  
**Date:** July 7, 2022

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The review and update of the District's Policies and Procedures Manual and Employee Handbook is nearly complete. The individual policies & procedures and employee handbook have been edited and consolidated based on the feedback received from Directors and the public thus far. The draft policies & procedures were disseminated to the District Board for final review following the January 2022 Board of Directors' meeting and then made available for public review on the District's website. Comments received were incorporated into the draft policies & procedures document and circulated prior to the March 2022, Board of Director's Meeting and then adopted at the March 2022 Board of Directors' meeting. KMTG has completed their review and update of the deferred policies (i.e., Employee Handbook and the Drug and Alcohol Policy). Those policies and procedures received a final review by Dirs. Jackson and Heald in June 2022 and are referred to the full Board for action as Old Business Agenda Item VIII.D here.

**Sierra Lakes County Water District**

**Employee Handbook**



**July 2022**

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## Section I — Introduction to Employment

Welcome to Sierra Lakes County Water District ("the District"). This Employee Handbook ("Handbook") is intended to provide you with a general understanding of the District's human resource policies, benefits, and rules. It is intended to familiarize you with important information about the District, as well as information regarding your own privileges and responsibilities. Although it is not an employment contract, it is important that all employees read, understand, and follow the provisions of the Handbook. This document supersedes all previous handbooks, as well as any inconsistent policy or benefit statements. Except for the policy of at-will employment or as prohibited by law, the Handbook may be further changed from time to time by the District. Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. Keep this Handbook, and written additions and revisions, on file for your reference.

The provisions of this Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time will be put into writing and signed by the Board President.

**Commented [BK1]:** NLRB does not apply to public entities.

This Handbook cannot anticipate every situation or answer every question about employment, nor can it provide information that answers every possible question. Additionally, circumstances will undoubtedly require that guidelines, practices, and benefits described in this Handbook change. Accordingly, the District reserves the right to modify, supplement, or rescind any provision of this Handbook, except for the policy of at-will employment from time to time, as it deems necessary without prior notice. Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures.

The District is constantly striving to improve its operations, the services that it provides its customers, and its relations with its employees. You are encouraged to bring suggestions for improvements, ask any questions, or seek clarification from the General Manager. We are confident that if we work together, your employment with the District can be successful. However, because any violation of District policy or procedure, whether or not stated in this Handbook, may lead to discipline, up to and including termination of employment, it is important that you allow us to address any questions you may have.

By working together, the District believes that it will share with its employees a sincere pride in the workplace and the services they provide. Again, welcome!

### A. Open Door Policy

The District recognizes that each individual's contribution is vital to the success of its employees and the District as a whole. To that end, the District promotes an atmosphere in which employees are encouraged to communicate openly and freely with management.

**Commented [BK2]:** Is the General Manager the immediate supervisor of all employees? If not, it may be more effective to encourage a chain of command approach to the policy as proposed in the alternate language provided. Alternate language proposed.

## **B. Discrimination, Harassment, and Retaliation Prevention**

### Equal Employment Opportunity

The District is an equal opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the District and prohibits unlawful discrimination by any employee of the District, including supervisors and co-workers.

### No Discrimination

Federal law, state law, and District policy prohibit unlawful discrimination based on race, (including, but not limited to hair texture and protective hairstyles), ancestry, religion or religious creed (including religious dress and grooming practices), color, age (40 and over), sex, gender, sexual orientation, gender identity or expression, genetic information, national origin (including language use restrictions), marital status, medical condition (including cancer and genetic characteristics), physical or mental disability (including HIV and AIDS), military or veteran status, pregnancy, childbirth, breastfeeding and related medical conditions, or any other classification protected by federal, state, or local laws, regulations, or ordinances. The District is dedicated to ensuring the fulfillment of this policy with respect to hiring, placement, promotion, transfer, demotion, layoff, termination, recruitment advertising, pay, and other forms of compensation, training, and general treatment during employment.

The District also recognizes and supports its obligation to reasonably accommodate employees with disabilities or religious beliefs or practices who are able to perform the essential functions of their positions, with or without reasonable accommodation. The District will provide reasonable accommodation to any such employee, unless undue hardship to the operation of the District, a direct threat to health and safety, or other job-related considerations prevent the District from accommodating the employee's or applicant's disability. If you believe you need a reasonable accommodation, please discuss the matter with the General Manager.

### Genetic Information Nondiscrimination Act (GINA)

Title II of the Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers from using genetic information in making employment decisions and further prohibits employers, with certain limited exceptions, from even acquiring genetic information. The latter prohibition against acquiring genetic information has implications for inquiries into medical conditions associated with Family and Medical Leave Act ("FMLA") and Americans with Disabilities Act ("ADA") leaves. Toward this end, the Equal Employment Opportunity Commission ("EEOC"), in the regulations adopted pursuant to GINA, which took effect in January of 2011, now requires the following admonition to be provided to physicians when medical inquiries regarding an employee are made.

GINA prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically authorized by law. To comply with this law, we are asking that you not

provide any genetic information when responding to this request for medical information. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

#### No Harassment

The District does not tolerate harassment of job applicants, contractors, volunteers, interns, employees, or any other professional contact by another employee, vendor, customer, or any third party based on any of the protected bases identified above. The District has zero tolerance for harassment and is committed to a workplace free of any harassment.

Harassment Defined. "Harassment" as used in this policy includes disrespectful or unprofessional conduct based on any of the protected characteristics listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), graphic (such as offensive posters, symbols, cartoons, drawings, computer displays, or emails) or physical conduct (such as physically threatening another person, blocking someone's way, etc.). Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

Sexual Harassment Defined. "Sexual harassment" as used in this policy may include all of the above actions, as well as other unwelcome sex-based conduct (even if not motivated by sexual desire), such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature.

Conduct that violates this policy includes, but is not limited to:

1. Unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. Obscene or vulgar gestures or comments based on any protected characteristic;
4. Derogatory cartoons, posters, or drawings based on any protected characteristic;
5. Uninvited touching, blocking normal movement or interfering with work because of any protected characteristic;
6. Conduct or comments consistently targeted at only one gender, even if the content is not sexual; and

7. Teasing or other similar conduct directed toward a person because of any protected characteristic.

All such conduct is unacceptable in the workplace and in any work-related settings, such as business trips and business-related social functions, regardless of who is engaging in the conduct.

#### No Retaliation

The District prohibits retaliation for reporting perceived violations of this policy, requesting a reasonable accommodation, or participating in the investigation of a complaint.

#### Reporting Complaints

If you believe someone has violated any portion of this policy, please bring the matter to the attention of the General Manager or Board President, orally or in writing. If you make a complaint under this policy and do not feel that action was taken to investigate or address your concerns within five (5) days, please contact the Board President immediately.

Any supervisor who learns of any potential misconduct related to this policy must immediately report the matter to the General Manager.

As further described below, when an employee or other individual brings a complaint under this policy, the District's complaint process ensures such complaints receive:

1. The District's designation of confidentiality, to the extent possible;
2. A timely response;
3. An impartial and timely investigation by qualified personnel;
4. Documentation and tracking for reasonable progress;
5. Appropriate options for remedial actions and resolutions; and
6. Timely closure.

When the District receives allegations of potential misconduct related to this policy, it will conduct a fair, timely, objective, and thorough investigation, commensurate with the circumstances. The investigation will provide all parties appropriate due process and reach reasonable conclusions based on the evidence collected. To the extent possible, the District will endeavor to keep the reporting employee's concerns and the investigation confidential. Of course, the District cannot promise complete confidentiality, because there are circumstances in which it may need to speak with others about the complaint or investigation (for example, witnesses you identify.) All employees are expected to fully cooperate with District-initiated investigations. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the

investigation. Upon completion of the investigation, if misconduct that violates this policy is found, the District will take appropriate remedial measures and preventive action.

You should also be aware that the EEOC and the California Department of Fair Employment and Housing ("DFEH") investigate and prosecute complaints of prohibited discrimination, harassment, and retaliation in employment. In addition to the reporting procedure provided above, if you think you have been discriminated against, harassed, or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

### **C. At-Will Employment**

District employees are hired on an "at-will" basis. This means that you may resign at any time and that the District may terminate your employment at any time, with or without cause. At the end of this Handbook, you will find a form acknowledging your "at-will" status. Please read this carefully, sign, and return to the General Manager. An additional copy is provided for your records.

Further, the District has the right to manage its work force and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify, lay off, terminate, or change any term or condition of your employment at any time, with or without a reason and with or without notice, unless otherwise required by law.

No one other than the Board of the District may enter into an agreement for employment for a specific period of time or make any agreement contrary to at-will employment. Any such agreement must be in writing signed by the Board President of the District.

### **D. Employee Relationships**

The District desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, and the morale problems that can result from romantic or familial relationships between employees in supervisory or other influential positions in the District and other employees.

For this reason, the District prohibits employees from supervising relatives or close personal friends, or from working with relatives or close personal friends if doing so may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale. For purposes of this policy, "relative" means spouse, registered domestic partner, mother, father, children, sister, brother, mother and father-in-law, son and daughter-in-law, cousin, aunt and uncle. A "close personal friend" is anyone with whom you have a romantic or intimate relationship or who resides in your home.

If you have a relative or close personal friend who is a District employee or applicant, and you believe retaining or hiring that individual could implicate this policy or otherwise create an actual, perceived, or potential conflict of interest, you must immediately and fully disclose in writing the relevant circumstances to the General Manager. If there is an actual, perceived, or potential conflict or other violation of this policy, the District may

take appropriate action according to the circumstances, up to and including transfer or termination of one or both of the employees.

All employees are expected to comply with the "Discrimination, Harassment, and Retaliation Prevention" policy in this Handbook. If you have questions about whether a personal relationship with someone at work is appropriate or feel a personal relationship is not voluntary or is no longer desired, you should contact the General Manager so the District may address the situation.

### **E. Rehired Employees**

Unless otherwise prohibited by law, employees who are rehired following a break in service in excess of one (1) year, other than an approved leave of absence, must serve another Introductory Period, whether or not such period was previously completed. Such employees are considered new employees from the effective date of their re-employment for all purposes, including the purposes of determining eligibility to receive benefits.

### **F. Promotions**

It is the District's intent to promote from within whenever possible. However, it is in the District's best interest to fill all positions with the best qualified individual. When opportunities occur within the organization, promotions and transfers will be based upon an employee's qualifications and performance. In general, only employees who have been at their present job assignment for at least six (6) months will be considered for a promotion or transfer.

### **G. Access to Personnel Records**

The District maintains employment records for all employees. Employee files are confidential and are treated as such. Unless otherwise required by law and for business operation, access to employee files is limited to the following.

#### **1. Persons Other Than the Employee**

Other employees or individuals working with the District may have access to personnel files only if they have a "need to know." This means access is limited to:

- a. Administrative Department staff as they need access in the course of their normal duties; and
- b. Others only as specifically authorized by the General Manager or required by law.

#### **2. The Employee**

You or your designated representative may inspect your own personnel file in the presence of the General Manager. You or your designated

representative may also request a copy of your personnel file. Any request to inspect or copy personnel records must be made in writing.

## **Section II — Wages and Hours**

### **A. Employee Classifications**

Upon successfully completing the Introductory Period, employees will be classified as one of the following:

**1. Regular Full-Time Employee**

Defined as employees who have successfully completed the Introductory Period and are assigned a regular work schedule of at least 30 hours per week. Regular full-time employees are eligible for employee benefits as described later in this Handbook. Full-time employees who work fewer than 40 hours per week, but 30 or more hours per week, will have benefits pro-rated according to the number of hours worked, in accordance with federal law, state law, District policies, and requirements of vendors.

**2. Temporary Employees**

Defined as an employee who is hired to perform a specific task, or to be employed for a temporary period of time. Temporary positions generally are limited to six (6) months or 1,000 hours, or 125 days in a fiscal year. Unless otherwise required by law, temporary employees are not eligible for benefits.

In addition to the categories above, all employees are also classified as Non-Exempt or Exempt.

**3. Exempt/Non-Exempt Employee**

Employees whose jobs are governed by the Fair Labor Standards Act are either "exempt" or "non-exempt." Non-exempt employees are entitled to overtime pay. Exempt employees are not. Most employees covered by the Fair Labor Standards Act ("FLSA") are non-exempt. Some jobs are classified as exempt by definition. For most employees, however, whether they are exempt or non-exempt depends on (a) how much they are paid, (b) how they are paid, and (c) what kind of work they do.

The requirements to determine exempt or non-exempt status are outlined in the FLSA Regulations (promulgated by the U.S. Department of Labor). See the General Manager if you have questions.

Employees may change classifications only upon written notification by the District. There are no automatic conversions from one classification to another. Please speak to the General Manager if you have any questions or concerns about your classification.

## **B. Time Sheets**

All non-exempt employees must fill in time sheets at the beginning and end of their shift, during non-work periods, or whenever they leave the workplace for personal reasons. Rest breaks need not be recorded on the time sheets. Time sheets are prepared for each pay period and are to be given to the employee's supervisor for approval prior to payroll processing. It is important for you to keep accurate time sheets and to turn them in when they are due. A time sheet is a legal document and must not be tampered with. Corrections must be approved by your supervisor and initialed by you. Filling out a fellow employee's time sheet or falsifying your own time sheet is dishonest and may result in disciplinary action up to and including termination. The time sheet should be completed in a neat and orderly manner (so that all entries are easily read) and vacation, sick, and holiday time must be entered on the time sheet.

If you are a non-exempt employee, you are entitled to be paid for all of your working time. For this reason, you may not work "off the clock," which means that you may not perform any work on the District's behalf outside of your assigned working hours. For example, you may not arrive before the start of your shift to answer phone calls, or send emails during non-work hours, without recording the time as working time on your time sheet.

If you are asked to work "off the clock" or if you believe another employee is working "off the clock," you must notify the General Manager immediately. Likewise, you must immediately notify the General Manager of any time worked that is not reflected on your time sheet.

## **C. Paydays**

Pay periods are semi-monthly, or 24 pay periods per year. Pay periods end on the 15<sup>th</sup> and last day of the month. Payroll is processed on the first business day after the end of the pay period and payment made within five (5) working days of the end of the pay period. Time sheets must be submitted by 9:00 a.m. the morning following the end of the pay period.

## **D. Garnishments**

A garnishment is a court order requiring the District to remit part of an employee's wages to a third party in payment of a just debt. Because garnishments involve the District in its employees' private financial affairs, it is requested that you handle your finances appropriately to avoid garnishments.

## **E. Payroll Deductions**

State and Federal laws require the District to make proper deductions on its employees' behalf. Amounts withheld vary according to earnings, marital status, and number of exemptions claimed.

Required deductions include Federal Income Tax, FICA (Social Security and Medicare) Contribution, State Income Tax, and PERS.

## F. Direct Deposit

All employees are encouraged to sign up for Direct Deposit of their pay. Employees who receive a paper check should discuss the process for receiving their checks with the General Manager.

**Commented [BK3]:** Labor Code 213(d) requires authorization for direct deposit. Language should not imply it is a default or mandatory.

## G. Changing Your Employee Information

Your current address, phone number, and other personal information are essential for many purposes. Changes should be provided to the District in writing or via email as soon as possible. You are solely responsible to notify the General Manager of changes in your personal status including, but not limited to:

1. Name and/or marital status;
2. Address and/or telephone number;
3. Number of eligible family members;
4. Tax payroll deductions; and
5. Emergency contact information.

## H. Introductory Period

The first 180 days of your employment, or any extension of that period, is considered an Introductory Period. Upon completion of 30 days of employment, the General Manager will conduct an initial appraisal of your performance. The appraisal is an opportunity for you and the General Manager to discuss your job tasks, identify and correct performance weaknesses, encourage and recognize strengths, and discuss methods and tools to help you do your job and develop professionally. The appraisal will also provide you the opportunity to discuss more expectations, goals, and objectives for your first 180 days of employment.

Upon completion of the first 180 days of employment, the General Manager will conduct a subsequent written Performance Appraisal.

This appraisal process is considered part of the hiring process. Newly hired employees are considered introductory employees until they successfully complete the Introductory Period. However, completion of the Introductory Period is not an assurance of continued employment and does not affect your status as an at-will employee.

## I. Work Hours

The standard workweek begins at 11:00 a.m. Friday and ends at 10:59 a.m. the following Friday.

The District's regular work hours are Monday through Friday, 8:00 a.m. to 4:30 p.m., depending upon operational requirements. As a general rule, departments are to be staffed from 8:00 a.m. to 4:30 p.m., with the exception of the lunch period from 12:00

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p.m. to 12:30 p.m. Employees may request changes in their work schedule by notifying the General Manager as far in advance as possible. The General Manager will respond to schedule change requests as soon as possible.

## **J. Alternative Work Schedule – Non-Exempt Employees**

### **1. Purpose**

This policy is established in order to gain the maximum efficiency for the District and allow the employee additional opportunities to enjoy their non-work hours.

### **2. Workweek Schedule**

The District's normal workweek consists of five eight-hour work days (40 hours per week), Monday through Friday. The District has established a 9/80 work schedule for non-exempt staff. Participants will work 80 hours over a two-week period; eight nine-hour workdays and one eight-hour workday. The eight-hour workday and the day off are to be regularly scheduled.

The District reserves the right to establish a seasonal 4/10 Alternate Work Schedule for non-exempt staff. Participants in this Alternate Work Schedule will work 10 hours per day for four days per week.

### **3. Participation Criteria**

- a. Eligibility to participate in the alternative program is subject at all times to the needs of the District and may be modified as those needs dictate. Certain positions may be ineligible for participation due to necessary work schedules.
- b. Service to the customers must be maintained, including adequate phone coverage. Departments operating on an Alternative Work Schedule shall be staffed from 7:00 a.m. to 4:30 p.m., Monday through Friday (except during the noon hour.)
- c. As stated above, the workweek begins on Friday, four (4) hours into the work shift and ends on the following Friday four (4) hours into the work shift.
- d. Employees will be paid overtime (time and a half) for hours worked in excess of 40 hours in any workweek.
- e. Timeliness, quality, and quantity of work must be maintained.
- f. Priority work must be accomplished in a timely manner.
- g. A satisfactory attendance record and continued satisfactory work performance must be maintained.
- h. All participants must agree to abide by the guidelines.

- i. In order for this program to be successful, it is important that employees communicate with their co-workers and managers regarding any critical issues that may arise on their regularly scheduled days off.

#### **4. Procedures**

- a. Pay periods are semi-monthly, or 24 pay periods per year. Pay periods end on the 15<sup>th</sup> and last day of the month. Payroll is processed on the first business day after the end of the pay period and payment made within five (5) working days of the end of the pay period.
- b. Time sheets must be submitted by 9:00 a.m. the morning following the end of the pay period.
- c. Once participants are committed to an alternative schedule, they must follow it for that pay period. Keep in mind that a scheduled day off will be treated just like any other non-work day. If you get sick, the time will not be recognized as paid sick time.
- d. If an employee is needed to assure adequate coverage during a period when a counterpart is on vacation or out of the office for one week or more, or any time the District requires, they may be required to revert back to a five day/40-hour workweek.
- e. To ensure adequate staffing, employees working on an alternative workweek schedule who take a continuous leave of absence may be ineligible to participate in the program for the duration of the continuous leave.
- f. This program may be discontinued at any time. Participation is at the District's discretion.

#### **K. Overtime**

- 1. Due to varying workloads and cycles throughout the District, you may be required to work beyond your normal shift. The District will pay all non-exempt employees overtime pay for hours worked over forty (40) hours in a workweek. Although the District will endeavor to provide advance notice of any required overtime, this is not always possible.
- 2. Overtime work by non-exempt employees must be approved by the General Manager in advance of being worked when feasible. Non-approved overtime will be paid, but may subject the Employee to disciplinary procedures.

3. Overtime is paid at a rate of one and a half (1½) times the Employee's regular hourly rate of pay for all hours worked. Hours paid for hours not worked, i.e., sick days, and vacations, do not count toward hours worked for overtime computation purposes. Notwithstanding the foregoing, hours paid for holidays count toward hours worked for overtime computation purposes, regardless of whether an Employee was required to work on a District designated holiday.
4. The District specifies the holidays the District shall observe. In addition, each Employee is entitled to a one-day "floating holiday" for their birthday, which can be used at any time during the year (subject to appropriate prior approval by a supervisor), but may not be carried over from one year to the next.
5. Employees who are required to work on a District designated holiday shall be paid extra compensation through premium rate pay of one and a half (1½) times the Employee's regular hourly rate of pay for all hours worked. Employees who are not required to work on a District designated holiday shall be paid for eight (8) hours of holiday pay due to the occurrence of the holiday at the employee's base hourly rate of pay in the pay period in which the holiday occurs, or is taken in the case of a floating holiday.

#### **L. On-Call**

All Operations and Maintenance personnel may be required to be "on-call." One employee will be on-call for one week beginning Friday morning and continuing through the following Friday morning. All employees who are required to be "on call" will be paid a weekly flat rate established by the Board of Directors. If the on-call employee is required to report for work, he or she will be paid a minimum of two (2) hours for the first call out from home during a 24-hour period, and the actual time spent at time and a half for each subsequent call during that 24-hour period, which will be credited toward the overtime obligation. The on-call employee is not required to visit the Operations and Maintenance office on weekends and holidays unless required by an operational need. On-call employees will be compensated at least 15 minutes of pay at time and a half when a telephone or on-line SCADA response corrects an alarm, which will be credited toward the overtime obligation.

#### **M. Attendance**

Attendance and punctuality are extremely important. When an employee is absent, his or her fellow employees must bear the burden of that absence. Regular attendance and promptness are required.

Employees must be at their work place and ready to work at their starting time. However, employees should not report to work more than five (5) minutes before their starting time or stay more than five (5) minutes after the end of their workday without the General Manager's permission.

When you are unexpectedly tardy and anticipate being more than 15 minutes late, you must contact the General Manager to advise the District of your estimated arrival time. If you are unexpectedly unable to report to work, you must notify the General Manager at least two (2) hours before your scheduled shift. In either instance, you must personally speak to the General Manager. If you cannot reach the General Manager, notify the Administrative Office Manager. Unless you have made other arrangements with the General Manager, each day you are absent you must call the Administrative or Operations and Maintenance Offices and indicate the reason and estimated duration of your absence. When you are absent because of your own or a family member's illness or injury, we may require you to submit a certification from your health care provider.

If you do not follow this policy to notify us of your absences, you may be considered to have voluntarily resigned your employment with the District.

#### **N. Rest Breaks and Meal Periods**

Non-exempt employees are encouraged to take one 15-minute paid rest break for every four hours of work. Employees working fewer than 40 hours per week should clarify with the General Manager appropriate rest and break times.

Full-time, non-exempt employees are required to take at least a 30-minute unpaid, duty-free meal before the end of the fifth hour of work. An exception may be made if you work six (6) hours or less and request that you not be required to take a meal period. Under these circumstances, please discuss with the General Manager whether or not you are required to take a meal period.

#### **O. Lactation Accommodation for Nursing Mothers**

The District provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child each time the employee needs to express breast milk during the workday. The District will make a reasonable effort to provide the employee with the use of a room or other location, other than a bathroom, in close proximity to the employee's work area for the employee to express milk in private. Such space will meet the requirements of the California Labor Code, including a surface to place a breast pump and personal items, a place to sit, access to electricity, and an ice chest for storing breast milk.

##### Procedure

An employee may request an accommodation for lactation breaks by submitting a lactation accommodation request form to the General Manager. The District must respond to the employee's accommodation request form submitted by indicating the approval or denial of the break request. If the District is unable to provide the employee break time or a location for pumping and storing breast milk as described above, the District will provide a written response to the employee.

The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees must clock out for any lactation breaks

that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Employees have the right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.

## **P. Pay Practices for Exempt Employees**

Exempt employees receive a salary intended to compensate them for all hours they work for the District. While the salary may be subject to review and modification from time-to-time, such as during a salary review, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of an employee's work.

Under applicable law, salary is subject to certain deductions. For example, salary can be reduced for the following reasons:

1. Full-day absences for personal reasons unless the employee utilizes available paid time off.
2. Full-day absences for sickness or disability, unless the employee utilizes available paid sick leave.
3. To offset amounts received as payment for jury and witness fees or military pay.
4. During the first or last week of employment in the event you work less than a full workweek.
5. Any workweek in which you perform no work for the District.

Your salary also may be reduced for certain types of deductions, such as your portion of health, dental or life insurance premiums, state, federal or local taxes, social security or voluntary contributions to a retirement plan.

In any workweek in which you perform any work, your salary will not be reduced for any of the following reasons:

6. Because the facility is closed on a scheduled workday.
7. Absences for jury duty, attendance as a witness, or military leave.
8. Any other deductions prohibited by state or federal law.

If you believe you have been subject to any improper deductions or there are any errors in your pay, immediately contact your supervisor. If you have not received a satisfactory response within five (5) business days, please immediately contact the General Manager.

Every report will be fully investigated. No one will be subject to, and the District prohibits, retaliation for reporting perceived violations of this policy. If you believe someone has violated this policy against retaliation, please contact the General Manager immediately.

## **Q. Compensation Plan**

The foundation for the District's compensation is based on the following key principles:

- 1. Pay for Performance**—You earn your compensation. Moreover, the District strives to recognize and reward superior performance with superior compensation.
- 2. Providing Opportunity**—Career opportunities are available, further education is promoted, and compensation levels are competitive.
- 3. Program Flexibility**—The District maintains the flexibility to make compensation decisions based on factors such as performance, skill, and individual contribution, rather than being limited to narrow ranges based on a job title. With this flexibility, pay can be used as a powerful communication and management tool. Responsibilities can broaden and pay opportunity can increase without having to change position or title.
- 4. Employees Have a Significant Stake in the District**—You have the biggest stake in the District. It is through collective performance that results are created, (i.e., the Board of Directors is looking for professionalism, leadership, behavior, morale, and overall performance.)

## **R. Performance Appraisals**

The District maintains a policy of evaluating your job performance as a means of measuring the efficiency and effectiveness of operations and providing you with meaningful information about your work. Effective performance appraisals also aid in making personnel decisions related to such areas as training, merit pay increases, promotion, job assignments, retention, and long range planning. The process is intended to be participatory in nature, involving you and the General Manager.

The performance appraisal process is designed to be as objective as possible, focusing on overall performance in relation to job responsibilities, and also take into account conduct, demeanor, and record of attendance and tardiness. The District attempts to conduct these formal appraisals approximately annually. In addition, special written performance appraisals may be conducted by the General Manager at any time to advise you of the existence of performance or disciplinary problems. The use of such a system does not waive either the District's or your right to terminate employment at any time with or without cause. Your salary may be reviewed around the time of the performance appraisal; however, there are no automatic pay increases, and a positive performance appraisal does not guarantee a salary increase or even continued employment. It is the District's objective to adjust a wage rate that best represents

performance level and responsibilities in accord with current business circumstances, in its sole discretion.

## **Section III— Employee Benefits**

### **A. Introduction**

The District has developed a broad, comprehensive set of employee benefit programs to supplement your regular wages. The District is continually investigating opportunities to improve its benefits as budget limitations permit.

These employee benefit programs consist of two categories: insured and uninsured. Insured benefits are those that the District pays for through an outside source. Examples of these benefits are medical, dental and vision insurance.

Examples of uninsured benefits are vacation, sick, and holiday pay. These are benefits that are paid for directly by the District and are available to you with conditions and specifications summarized in the following pages.

### **B. Group Insurance Plans**

The District provides group medical, dental and vision insurance at no cost to eligible employees and eligible dependents. You will be provided more information about the benefits for which you may qualify in the Summary Plan Descriptions ("SPD") that will be made available to you and during the new employee orientation from the General Manager. In the case of any conflict between this Handbook or any other District statement or document and the SPD, the SPD controls.

### **C. COBRA**

The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") was enacted to protect employees and their eligible family members by allowing them to continue their group health insurance under the employer's plan at affordable group rates. You will be provided more information about the program in the SPD that will be made available to you and during the new employee orientation from the General Manager.

### **D. Workers' Compensation Program**

The District provides workers' compensation coverage to all employees. This coverage protects you if you experience a work-related injury or illness. It may provide medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries or illnesses. The cost of this coverage is completely paid for by the District.

If you are injured while working, you must immediately report such injuries to the General Manager, regardless of how minor the injury might be. If you have any questions regarding workers' compensation coverage, you should contact the General Manager.

## **E. California Public Employees' Retirement System (CalPERS)**

In addition to Social Security, regular full-time employees are eligible to participate in a retirement plan administered by the California Public Employees' Retirement System. If eligible, you will be provided further information about your right to participate and how to enroll.

## **F. Educational Assistance**

Recognizing the mutual benefits derived from personal growth and increased work competence, it is the policy of the District to provide financial assistance to regular full-time employees interested in furthering their formal education to the benefit of the District. To be eligible, an employee must have completed the Introductory Period, unless completion of a seminar, training, or class is a job requirement. All requests must be approved in advance by the General Manager. This assistance is provided through the Educational Assistance Program and outlined below.

### **1. Career-Related and Specific Job-Related Courses**

Career and job-related course tuition, required text, and initial exam fee expenses will be pre-paid upon approval. The District will not pay for re-testing fees if an employee does not pass an initial exam.

As a general rule the District will pay for courses and exams that are required by regulation to operate the water and sewer systems including continuing education. Subject to approval based on operational needs, employees may attend such courses during work hours without loss of pay for a maximum of 40 hours per fiscal year. Employees may use leave without pay or vacation leave for attendance at off-site courses in excess of 40 hours.

Courses leading to certification at a level more than one-grade above that required to operate the system(s) are not eligible for participation in this program. With advance approval, based on operational need, employees may take leave without pay or vacation leave to attend such courses.

### **2. Seminars/Conferences Attended During District Time**

The District policy generally provides for one career and job-related seminar/conference per fiscal year with fees, text, transportation, lodging and meals, pre-paid upon approval. On occasion there may be additional conferences pertinent to the District and consideration will be given upon submission of a request.

Upon return, a report must be presented recapping the significant highlights and benefits to the District as a result of attendance.

**3. Membership/Certification Renewal**

For positions that require specific certifications and/or annual memberships, the District will reimburse employees for certification renewals so long as the employee is in good standing with the licensing entity. Employees must obtain approval before registering or applying for such certification or membership.

**4. Additional Requirements**

- You are responsible for registration and ordering of any necessary text.
- If you do not complete or fail a course, you will be expected to repeat the course at your own expense. In general, no future approvals will be given until this is cleared from the files.
- Employees are expected to apply for and utilize available sources of grant funding prior to seeking payment from the District whenever possible.

**G. Paid Time Off**

The District's policy allows eligible employees to earn time off in accordance with their employment status and length of service and to use such earned time to take time off with pay under the guidelines stated in this policy. Employees' paid time off will be pro-rated according to their scheduled work hours. Please note, the District's fiscal year is utilized for tracking paid leave. Categories of paid leave are provided as outlined below.

**1. Vacation**

The District recognizes the value of rest and relaxation and encourages you to use all accrued vacation benefits. Regular full-time scheduled employees are eligible for paid vacation according to months of service. Unless otherwise required by law, vacation must be approved at least two (2) weeks in advance by the General Manager.

Vacation is earned and accrued beginning the first day of month following the date of hire with maximum accrual as follows:

| Months of Service | Annual Accrual Hours*/Days | Stop Accruing at Hours/Days |
|-------------------|----------------------------|-----------------------------|
| 0 – 72            | 96 / 12                    | 160/20                      |
| 73 - 120          | 120 / 15                   | 160/20                      |
| 121 – 180         | 144 / 18                   | 180/22.5                    |
| 181 +             | 160 / 20                   | 200/25                      |

\*Regular full-time employees working less than 40 hours and 30 or more hours per week are pro-rated according to scheduled hours. For non-exempt employees, the minimum increment of vacation earned is 15 minutes.

You accrue vacation time as you work, at your base rate of pay, up to the applicable maximum accrual stated above. After reaching the maximum accrual, you do not accrue additional paid time off until you use sufficient paid time off to fall below the maximum.

Vacation does not accrue while you are on an unpaid leave of absence. Vacation is paid at your base rate of pay, and is not included in the calculation of overtime.

**a. Vacation and Holidays**

If a District-recognized holiday falls during your pre-approved, scheduled vacation, the holiday will not be charged against your vacation, provided you are eligible for holiday pay.

**b. Timekeeping**

You are required to keep accurate time records that reflect time taken off under this policy. Your vacation will be deducted for any time off taken under this policy.

**c. Checking Voicemail and Email**

We strongly believe you should devote your vacation to rest and relaxation. Please do not check your voicemail or email when on vacation unless specifically instructed to do so in writing by the General Manager.

**d. Payment Upon Separation**

If you leave the District with a balance of vacation hours, you will be paid for those hours at your then current base rate.

**2. Holiday Observances**

The District observes regular paid holidays each year. All regular full-time employees will receive up to eight (8) hours of pay at their base rate for the following holidays, subject to the conditions below.

- New Year's Day — January 1
- Martin Luther King Day – Third Monday in January
- Presidents' Day — Third Monday in February
- Memorial Day — Last Monday in May

- Independence Day — July 4
- Labor Day — First Monday in September
- Veteran's Day — November 11
- Thanksgiving — Fourth Thursday in November
- Christmas Day — December 25
- Personal Holidays — All regular full-time employees, including employees working an alternative schedule, will receive eight (8) hours of pay at their base hourly rate for each of two (2) personal holidays per year. Employees on an alternative work schedule must work an additional one hour in the week in order to receive a full forty hours pay for the week in which the personal holiday is taken. Personal holidays must be approved in advance by the General Manager and must be used during the calendar year in which they were earned or they will be lost.

Holiday Conditions:

- If the holiday falls on a Saturday, it will usually be observed on the preceding Friday. If it falls on a Sunday, it will usually be observed on the next Monday, unless otherwise noted.
- Employees on unpaid leave of absence for any reason at the time of the holiday observance will be ineligible for holiday pay.
- If a holiday falls during your approved vacation period, you will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed.
- Holiday pay is not considered hours worked for purposes of computing overtime pay.
- Unless otherwise prohibited by law, in order to be paid for a holiday, you must have worked both the work day before and the work day after a holiday, unless you are on an alternate work schedule or scheduled/planned time off was approved in advance (i.e., vacation.)

**3. Sick Leave**

Sick leave is a form of insurance that employees accumulate in order to minimize the economic hardships that may result from out of the ordinary, unexpected, or emergency need to take time off, such as short-term illness or injury to employees or their immediate family members. Employees may use sick leave for the following reasons:

- a. The diagnosis, care, treatment of, or preventative care for, the employee's own health condition or that of a qualifying family member. Qualifying family members include an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling.
- b. For any absence covered by California Labor Code sections 230 and 230.1 due to the employee or the employee's family member being a victim of certain crimes, domestic violence, or stalking as defined in those code sections.
- c. As otherwise stated in this Handbook or permitted by law.

Sick leave is intended to be used only when actually required for the reasons described above. It is not to be used for other "personal" absences. Abusive or excessive use of sick leave may result in disciplinary action, up to and including termination. Sick leave will be paid at the rate required by law. Sick leave is not hours worked and is not counted in the calculation of overtime.

- d. The District offers paid sick leave to regular full-time employees at a rate of eight (8) hours per month (full-time non-exempt, pro-rated for less than 40 hours per week.) The maximum amount of accrued sick leave is 96 hours. For non-exempt employees, the minimum increment of sick leave use is 15 minutes. Regular full-time employees have the option of selling back to the District up to 40 hours of unused sick leave at your then current hourly wage on or about November 1<sup>st</sup> of each year.
- e. Temporary employees will receive 0.75 days of Healthy Families Sick Leave per month so that you accrue no less than 24 hours of Healthy Families Sick Leave by your 120<sup>th</sup> calendar day of employment, up to a maximum of 48 hours or 6 days. Unless otherwise prohibited by law, temporary employees may only use up to three (3) days or 24 hours of accrued Healthy Families Sick Leave per year. Temporary employees may begin using Healthy Families Sick Leave on their 90<sup>th</sup> day of employment. Any unused Healthy Families Sick Leave from the prior year does not carry over.

Employees are expected to provide as much advance notice as possible of their need to take time off under this policy, and may be required to provide appropriate medical documentation when permitted by law. For absences due to an employee's own health condition, the employee may also be required to provide a release from a health care provider prior to returning to work.

If you are unable to report to work due to unscheduled paid time off, you must contact the Administrative Office or General Manager as

soon as possible, but no later than one hour after your normal starting time or you may not receive sick pay for that day. A phone call, email, or text message is acceptable, providing you receive a response back acknowledging your absence. If you become sick during the day, you must notify the General Manager before leaving the office.

Sick leave has no cash value upon separation of employment or at any other time.

## **Section IV — Leaves of Absence**

Several types of unpaid leaves of absence are available to eligible employees under the District's policies and as may be required by State law. The types of leaves that are available include personal, family (includes medical), and military.

### **A. Summary of Rules**

A summary of the rules and restrictions applicable to leaves of absence is provided below.

1. **Unpaid Status:** All leaves of absence are provided on an unpaid basis unless otherwise required by law, or stated below or unless an employee elects to substitute or is required to substitute accrued, unused paid leave.
2. **Returning from Leave of Absence:** When required by law, the District guarantees reinstatement to the same or similar job.
3. **Vacation and Sick-Leave Benefits:** The period that you are on an unpaid leave of absence is not considered time worked for purposes of determining eligibility for or the amount of certain benefits, such as vacation and sick leave benefits. When you return from a leave of absence, the eligibility and accrual dates will be adjusted forward to reflect the period of the leave.
4. **Holiday Benefits:** If a paid holiday falls during the period you are on an unpaid leave of absence, you will not be eligible for the holiday pay.
5. **Health Insurance:** Unless otherwise required by law, you will be required to pay for the entire cost of group health insurance during unpaid leave. This will be offered through COBRA and you are requested to notify the General Manager that you have arranged for all necessary payments before your leave commences.
6. **Misrepresentations:** Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, including possible termination.

## **B. Personal Leaves of Absence**

1. **General:** Employees who have been continuously employed with the District for at least one (1) year, may, due to special circumstances not covered by any other District leave policy, request a personal leave of absence without pay, for a reasonable period of time up to one hundred and eighty (180) days. Requests for leaves of absence will be considered on the basis of length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact on the District.
2. **Requests:** A request must be submitted in writing and be approved in writing by the General Manager before a leave begins. A request for an extension of a leave of absence must be submitted in writing and approved in writing by the General Manager before the extended period begins. It is your responsibility to report to work at the end of the approved leave. If you fail to report to work on the day after your leave expires, you may be considered to have voluntarily resigned.
3. **Status of Employee Benefits During Personal Leave:** The District does not pay for group insurance premiums during any portion of a non-mandated, unpaid leave of absence beyond the end of the month in which the leave begins. Accordingly, the premiums beyond that point for such coverage are your complete responsibility and offered through COBRA. In order to keep the insurance in force, premiums for the period of the leave must be paid according to the schedule outlined in the COBRA notification form.

## **C. Family Care and Medical Leave**

Although the District does not have any employees who are eligible for federal FMLA, District employees may qualify for leave under the California Family Rights Act ("CFRA"). The District has implemented this Family Care and Medical Leave policy in order to provide the rights and responsibilities included in the CFRA, as well as many, but not all, of the rights and responsibilities included in the FMLA, as detailed below.

An eligible employee is one with at least 12 months of service who has worked at least 1,250 hours during the 12-month period prior to the taking of family care or medical leave. Such an employee will be entitled to a leave of absence not to exceed 12 workweeks in any 12-month period.

"Family care leave" may be taken for (1) the birth of a child of the employee; (2) the placement of a child with the employee in connection with adoption or foster care of a child; or (3) care for the employee's child, parent, grandparent, grandchild, sibling, spouse, or registered domestic partner who has a serious health condition. For purposes of this policy, "child" may be a biological, adopted, foster, or stepchild or legal ward, or child of a person standing "in loco parentis" by providing day-to-day care and financial support, where the child is under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability. "Parent" means a biological, adoptive, step or foster parent, parent-in-law, or other person who stood "in loco

parentis" to a child by providing day-to-day care and financial support. In-laws are not covered by this policy.

"Medical leave" may be taken for an employee's serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

Military Family Leave may be taken for eligible employees for qualifying reasons related to care for, or the needs of, an employee's spouse, domestic partner, child or parent who is on active duty or has been called to active duty in the United States Armed Forces. Any questions regarding Military Family Leave should be directed to the General Manager.

The 12-month period during which the 12 workweeks of leave may be taken under this section shall be the 12-month period measured forward from the date upon which the employee's first family care or medical leave begins.

Leave Requests. Written requests for a family care or medical leave of absence must be submitted in writing at least 30 days before the leave is to commence, or as soon as the reasons for leave become known to the employee if such prior 30-day notice is not possible. All written leave requests must include the anticipated date(s) and duration of the leave. Written requests for extension of such leave must be received by the District at least five working days before the date on which the employee was originally scheduled to return to work and must state the revised anticipated date(s) and duration of the leave.

Terms of Family Care and Medical Leave. Family care leave taken for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement, and may be taken intermittently in periods of at least two weeks. Family care or medical leave for the serious health condition of the employee's child, parent, grandparent, grandchild, sibling, spouse, or registered domestic partner, or for the employee's own serious health condition, may also be taken intermittently or on a reduced work schedule when medically necessary. If leave is taken intermittently or on a reduced schedule in order to accommodate planned medical treatment of the employee or family member, the District retains the discretion to transfer the employee temporarily to an alternative position, with equivalent pay and benefits, which better accommodates the employee's leave schedule.

If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make a reasonable effort to schedule the treatment so as to minimize the disruption of the District's operations.

Effect of Family Care and Medical Leave on Health Benefits. During an employee's family care or medical leave, the District will continue to pay for the employee's participation in the District's health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Employees on family care or medical leave accrue employment benefits, such as sick leave or vacation benefits, only when paid leave is being substituted for unpaid leave, and only if the employee would otherwise be entitled to such accrual.

Certification of Eligibility. Employees must consult with the General Manager to determine their eligibility for the leave, the length and terms of the leave, and reinstatement.

Medical Certification. Any request for medical leave for an employee's own serious health condition or for family care leave to care for a child, spouse, or parent with a serious health condition must be supported by medical certification from a health care provider. The employee must provide the required medical certification within 15 calendar days after the District's request for certification, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being asked to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification.

Return to Work. Employees returning from family care or medical leave are entitled to reinstatement to the same or comparable position consistent with applicable law. If the employee has been on leave for their own serious health condition, before permitting the employee to return to work, the employee must provide medical certification that he or she is able to return to work.

Non-Discrimination. The District recognizes the value of family care and medical leave and will not discriminate against any employee who chooses to exercise his or her right to such leave. Details concerning the applicability of FMLA and CFRA to a particular situation are available from the General Manager.

Substitution of Paid Leave. For qualifying family care or medical leaves of absence, employees are required to substitute vacation for all family care and medical leaves. Sick leave must be used for an employee's own serious health condition and may be used if the leave is for the birth, adoption, or foster care of the employee's child or for the illness of a family member. Employees, however, are not required to exhaust their leave balances and may, at their option, retain up to a maximum of forty (40) hours of combined vacation and/or sick leave. The substitution of paid leave for family care or medical leave does not extend the total duration of family care and medical leave to which an employee is entitled to beyond twelve (12) weeks in a twelve- (12) month period.

#### **D. Pregnancy Disability Leave, Reasonable Accommodation, and Transfer**

If you experience a disability related to your pregnancy, childbirth, or a related medical condition, you may be entitled to pregnancy disability leave ("PDL"), reasonable accommodation, or transfer. For example, prenatal or postnatal care; doctor-ordered bed rest; gestational diabetes; pregnancy-induced hypertension; preeclampsia;

childbirth; postpartum depression; loss or end of pregnancy; or recovery from childbirth or loss or end of pregnancy may all be covered by this policy.

Although this policy provides information about these rights generally, the General Manager can provide you with additional information at your request.

1. Leave. You may take up to four (4) months of PDL (meaning the number of days you would normally work in a four (4) month period). You may take the leave intermittently if your health care provider determines it is necessary (for example, to attend medical appointments), in increments of no less than 15 minutes.
2. Transfer. If your health care provider determines that a temporary transfer to a less strenuous or hazardous position or duties is medically advisable, we will provide such a transfer if it can be reasonably accommodated. However, it is generally not reasonable for us to transfer or promote you to a position for which you are not qualified, create a new position, discharge another employee, or transfer another employee with more seniority.

If your health care provider determines you need to take leave intermittently on a reduced schedule, we may require you to temporarily transfer to an alternative position that meets your needs (if another position is available and you are qualified for it). You will receive equivalent pay and benefits, but may not have equivalent duties.

3. Reasonable Accommodation. If your health care provider certifies that a reasonable accommodation is medically advisable, we will provide one by changing the work environment or the way things are customarily done so that you can perform the essential functions of your job. For example, we may modify work practices, rules, or existing job duties, or provide furniture or other modifying equipment or devices. This right is independent of your right to PDL; however, if you require time off as a reasonable accommodation, it may be counted as PDL and reduce your four-month leave entitlement.
4. Notice. If you need PDL, a reasonable accommodation, or transfer, you should provide the District at least 30 days' notice if possible. Otherwise, give notice as soon as practical. If you have planned appointments or medical treatment, please consult with your supervisor first.
5. Medical Certification. You may be required to provide a medical certification from your health care provider describing your need for PDL, reasonable accommodation, or transfer. We can provide you a form for this purpose. Additionally, as a condition of your return from PDL, you must provide the District with a release to return to work from your health care provider.
6. Pay. PDL is unpaid by the District, but you may use any accrued, unused paid time off before taking the remainder of your leave without pay. We

encourage you to contact the Employment Development Department regarding your eligibility for state disability insurance for the unpaid portion of your PDL.

7. Benefits. While on PDL, the District will maintain your existing health benefits (if applicable) as if you remained working. In some instances, you may be required to reimburse the District for the cost of health benefit premiums if you do not return to work following PDL.

Anytime you are not using accrued paid time off during PDL, you will stop accruing paid time off.

Taking PDL may affect certain other benefits and your seniority date. Please contact the General Manager if you have any questions.

8. Returning to Work. When your PDL, reasonable accommodation, or transfer ends, you generally will be reinstated to the same position or, in certain instances, to a comparable position. Also, you will not lose any benefits that accrued prior to the start of your leave.

You must notify the District when you are able to return to work. If you take another job while on PDL, or if you do not return at the conclusion of leave without obtaining additional authorization for your absence, you may be considered to have voluntarily resigned your employment. If you take additional, District-approved leave immediately following your PDL, your right to reinstatement will be determined by the District policy regarding that type of leave, not by this policy.

9. Request for Additional Time Off. If you exhaust your right to PDL, you may be entitled to additional time off. If you continue to be disabled at the conclusion of your PDL, you may be entitled to additional leave as a reasonable accommodation. Please refer to the "Personal Medical Leave" policy for additional information.

## **E. Personal Medical Leave**

If you are disabled due to illness or injury, you may be eligible for an unpaid Personal Medical Leave ("PML") (whether or not your illness or injury is work-related). PML will run concurrently with any other legally required time off. The amount of time off available to you will depend on the circumstances.

1. Notice. To request PML, notify the General Manager in writing as soon as possible. You may be required to provide or obtain a certification or other medical information from a health care provider regarding your request.
2. Pay. You will be required to use any accrued, unused paid time off during PML; however, the use of paid leave will not extend the duration of your leave and you must comply with all District policies regarding the use of paid leave. We encourage you to contact the Employment Development

Department regarding your eligibility for state disability insurance benefits for the unpaid portion of your leave.

3. **Benefits.** Your eligibility for District-paid health benefits ceases during PML, and you must pay the entire premiums if you choose to receive such benefits. You will receive notice directly from the District's third-party administrator of your right to continue your benefits through COBRA.

Anytime you are not using accrued paid time off during PML, you will stop accruing paid time off.

4. **Returning to Work.** When you are able to return to work, you must give the District at least five (5) days' notice of your intent to return by providing the General Manager a certification from your health care provider stating you are physically able to return to your duties with or without reasonable accommodation. This notice is important so your return to work is properly scheduled.

If you take another job while on PML, or if you do not return at the conclusion of leave without obtaining additional authorization for your absence, you may be considered to have voluntarily resigned your employment.

## **F. School Activity Leave**

If you are a parent, guardian, stepparent, foster parent, grandparent, or otherwise act as a "parent" to school children from kindergarten through Grade 12, or who are placed with a licensed child care provider, you may take time off (up to a maximum of eight (8) hours in one (1) calendar month and 40 hours in one (1) calendar year) to participate in school or day care activities, including: (1) to find, enroll, or reenroll your child in a school or with a licensed child care provider; (2) to participate in activities of the school or licensed child care provider; or (3) to address a child care or school emergency. We may require proof of your participation in the activities covered by this policy.

### **1. School Suspension Leave**

If you are a parent or guardian of a child suspended from school, you may also take time off to attend a portion of the school day in your child's classroom at the request of the school.

## **G. Time Off and Reasonable Accommodation for Victims of Crime, Domestic Violence, Sexual Assault, or Stalking**

If you are a victim of certain crimes, domestic violence, sexual assault, or stalking, you may take time off work to obtain help from a court, seek medical attention, obtain services from an appropriate shelter, program, or crisis center, obtain psychological counseling, or participate in safety planning, such as permanent or temporary relocation. The District will also provide reasonable accommodations for ensuring your safety while at work, unless doing so would create an undue hardship on the District.

Such accommodation may include a transfer, reassignment, modified schedule, changed work telephone, installed lock, implemented safety procedure, or other adjustment to a job structure, workplace facility, or work requirement. Where possible, please provide your supervisor or the General Manager reasonable notice of your need to take time off under this policy and/or your need for an accommodation. We may require proof of your participation in the activities covered by this policy and/or certification regarding your need for the accommodation.

**1. Time Off for Crime Victims**

If you or an immediate family member has been the victim of certain crimes defined by law, including serious or violent felonies or felonies relating to theft or embezzlement, you may take time off work to attend judicial proceedings related to the crime or to appear in court at any proceeding in which a right of the victim is at issue. "Immediate family" under this policy means your spouse, registered domestic partner, child, child of a registered domestic partner, parent, sister, brother, grandparent, mother-in-law, father-in-law, stepparent, stepchild, and any other person who is part of your household. You may be required to provide appropriate documentation from the court.

**H. Time Off for Emergency Duty Personnel**

If you work as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, you may take time off work to perform emergency duties.

If you are a volunteer member of the California Wing of the Civil Air Patrol, you may take up to ten (10) days of leave per year to respond to an emergency operation or mission. Where possible, please provide your supervisor or the General Manager appropriate notice of your need to take time off under this policy.

**I. Time Off for Bone Marrow or Organ Donation**

If you donate bone marrow, you may take up to five (5) days off for this purpose. You will be required to use any accrued vacation, sick leave, and personal holidays available to you, up to a maximum of five (5) days. If you do not have available sufficient vacation, sick leave, or personal holidays for the five (5) days' maximum leave, the time will be paid at your base rate of pay.

If you donate an organ, you may take up to 30 days off for this purpose. You will be required to use any accrued vacation, sick leave, and personal holidays available to you, up to a maximum of two (2) weeks. Any additional time off will be paid at your base rate of pay.

You must provide written verification that shows that you are a bone marrow or organ donor and that there is a medical necessity for the donation.

**J. Time Off for Rehabilitation**

We will reasonably accommodate you if you wish to voluntarily participate in an alcohol or drug rehabilitation program. This accommodation may include an adjusted work

schedule or time off, provided the accommodation does not impose an undue hardship on the District. The District will attempt to keep your participation in a rehabilitation program private.

**K. Time Off for Literacy Assistance**

We will reasonably accommodate you if you wish to participate in an adult literacy assistance program, which may include an adjusted work schedule or time off, provided the accommodation does not impose an undue hardship on the District. The District will attempt to keep your participation in such a program private.

**L. Bereavement Leave**

In the event of a death in your immediate family, the District may grant up to 32 hours of paid time off to full-time, regular, non-exempt employees (pro-rated for employees working fewer than 40 hours per week). The intent of this benefit is to allow you to make arrangements for and/or to attend the funeral. Additional unpaid time off in the form of a personal leave of absence may be granted for special circumstances with the General Manager's approval.

Immediate family for the purpose of bereavement leave is defined as a mother, father, wife, husband, natural or adopted child, brother, sister, grandparent, grandchild, domestic partner, similar in-laws or step-relatives or any other person who resides with the employee.

**M. Jury Duty and Witness Leave**

You should immediately notify the General Manager if you receive a notice for jury duty. If you are summoned for jury duty, you will be paid the difference between jury duty pay and your base hourly rate for up to a maximum of ten (10) working days per year. As a public employee, a waiver should be signed to avoid payment (as it must be returned) when appearing for jury duty. Unless otherwise required by law, any additional remaining time off will be unpaid.

You must report to work on days or parts of days when you are not required to serve. If you do not return to work immediately after an approved leave for jury duty the District may assume you have voluntarily resigned your employment.

If you are called to appear in court as a witness, you will be granted unpaid time off for this purpose.

**N. Military Leave**

If you are called to active duty in the U.S. Armed Forces, Reserves, or National Guard, you may take military leave. Please present your supervisor with a copy of your service papers as soon as you receive them. The time off will be unpaid unless otherwise required by law. However, you may use any accrued, unused paid time off for this purpose. During your leave, your length of service accumulates, and your benefits will continue as required by law.

If you are required to attend yearly Reserves or National Guard duty, you may apply for a temporary military leave of absence not to exceed 17 days (including travel). This time off will be unpaid unless otherwise required by law. You may use any accrued, unused paid time off for this purpose.

#### **O. Military Spouse Leave**

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard, or Reserves who have been deployed during a period of military conflict are eligible for up to ten (10) unpaid days off when their spouse is on leave from military deployment. Employees must request this leave in writing to the General Manager within two (2) business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach written documentation to the leave request certifying their spouse will be on leave from deployment.

#### **P. Time Off to Vote or Serve as an Election Official**

In accordance with California State law, if your work hours do not allow sufficient time off to vote in California general, direct or presidential elections, the District will offer two (2) hours paid time off for you to vote. To receive time off for voting, you must notify your manager and present a valid voters' registration card. When you return from voting, it will be necessary to present the voters' receipt to your manager. Time taken for the purposes of voting must be either at the beginning or end of the normal work day.

If you serve as an election official, you will be granted unpaid time off for this purpose.

#### **Q. Inclement Weather**

In the event the General Manager deems it necessary to close the office due to inclement weather, you will be contacted by the District. You should make the effort to come in to the office unless you are notified otherwise. If you are unable to do so, you need to notify the District.

If the office is officially closed through a management decision, you will be paid for the day with no effect on your paid time off. If, however, the office is not closed and you do not come to work, you should take vacation, use one of your "personal days off," request time off without pay, or make other arrangements with the General Manager.

## **Section V – Work Related Injury/Illness Return-to-Work Program**

In an effort to minimize serious disability due to on-the-job injuries and illnesses and to reduce workers' compensation costs, the District has developed a return-to-work program.

This policy is consistent with the District's responsibilities under the Fair Employment & Housing Act ("FEHA") to make reasonable accommodations for the injured or ill worker, taking all abilities of that individual into account.

The program will consist of a team effort with participation by supervisors, the District's workers' compensation insurance representative, the medical provider, the injured employee, and District management. All team members will be asked to take an active role in returning the injured/ill employee to a productive status.

Supervisors will assist by directing the employee to appropriate care and assisting in proper reporting of the injury or illness while maintaining a positive and constant flow of communication with the injured worker. They will also assist in arranging work which meets "light duty" restrictions, as needed, to reduce lost time. The supervisor will work with the workers' compensation insurance representative to assist with the assessment of the employee's ability to return to work. Together they will actively encourage the treating physician to release the injured worker to work as soon as possible, with due regard for the worker's continued recovery.

By this joint effort, the District will help the injured/ill worker recover at a more rapid rate, gain production for wages paid, minimize the employee's wage loss, and reduce workers' compensation costs.

### **A. Procedures for Implementing the Return-to-Work Program (RTWP)**

Action should be taken ***the day of the accident or illness*** to initiate the RTWP process and continue until the employee is fully recovered as provided below.

#### **1. Contact injured or ill employee and medical facility**

- Contact the injured or ill employee as soon as practical to ensure him/her of the District's support.
  - Express concern for employee's health and recovery and encourage a speedy return.
  - Inform the employee of the District's interest in tailoring and offering a modified duty job during his/her recovery period.
  - Review the employee's responsibilities for returning to work
- Contact the medical facility treating the employee and inform the treating physician:
  - The District has a RTWP.

- The District's interest in offering a modified duty position, when appropriate.
  - The need to know the employee's exact job restrictions.
- Provide the physician with:
  - A follow-up letter indicating the desire to offer the injured employee modified duty if possible.
  - A copy of the employee's regular job description.
  - A form the physician can use to clearly identify the employee's work restrictions.

**2. Obtain employee's medical restrictions**

- Be sure to get a clear indication of the employee's exact work restrictions.
- The Attending Physician's Return to Work Recommendations. This can help the supervisor identify work options.
- If the employee cannot return to work, maintain frequent contact with the employee (not less than weekly) for progress reports. This regular contact should be made with the injured or ill worker to return him/her to work as soon as possible.

**3. Identify modified duty job**

- Once the employee's restrictions are known, have management and supervisors review the work restrictions.
- Have management and supervisors identify the modified duty jobs the employee can possibly perform.

**4. Coordinate the modified duty job with JPIA Claims Management**

- Contact JPIA Claims Management, (800) 231-5742, to discuss the possibility of offering the employee a modified duty position during his/her recovery period.
- Coordinate RTWP follow-up actions.
- Maintain good communication with JPIA regarding the status of the injured worker.
- Notify the claims representative if the worker refuses the modified work or fails to report to work on the start date.
- Send a copy of the physician's release and written job offer to the claims representative, along with certified receipts (as applicable).

**5. Offer employee modified duty position**

- Contact the injured employee and inform him/her that a temporary modified duty position is being offered.
- Review the modified job description with the employee in person and have him/her sign it.
- If the worker cannot be contacted by telephone, text, or e-mail, send a written job offer via certified return receipt mail.

**6. Ensure supervisor and employee understand modified duty job restrictions**

- Make sure the limitations are clear and understood by all necessary levels of supervision.
- The Temporary Modified Work Assignment form can be used to ensure the modified duty assignment is understood.

**7. Initiate follow-up of employee's medical progress**

- Follow-up with the employee, as necessary, to review information and forms he or she is required to return.
- Continue monitoring the employee's medical condition while working modified or light-duty, and make sure the employee does not exceed the physician's limitations.
- Obtain the latest medical restrictions following each doctor visit.
  - Updated Attending Physician's Return to Work Recommendations Record forms can be used throughout the healing process to get a clear indication of new work restrictions.

**8. Re-evaluate duty restrictions and change modified duty job**

- On a regular basis (recommended at least every two weeks, but not less than monthly), assess the worker's progress and ability to increase work activity or return to regular work duties.
- Update the modified duty job description each time the employee's restrictions change.
- Make sure new job limitations are clear and understood by all necessary levels of supervision.

**9. Monitor employee until he or she has returned to full duty**

- Continue monitoring the employee's medical condition and work restrictions until returned to full duty.
- Make any necessary adjustments to ensure a positive and successful return to work for the employee.
- Maintain continuous communication with all levels of management.
- Notify the JPIA Claims Management representative when the worker returns to work, and update the JPIA Claims Management representative when the worker returns to full duty.

## **Section VI — Employee Relations**

### **A. Standards of Conduct**

Employees working together need standards to guide their behavior. The following examples are given in order to provide you some guidance concerning unacceptable behavior. Employees who engage in unacceptable behavior may be subject to corrective action up to and including termination. Please note that it is impossible to provide an exhaustive list of behaviors that are not acceptable. The following is therefore intended to simply provide some examples:

1. Poor performance.
2. Unexcused unavailability for work (i.e., absenteeism or tardiness).
3. Misuse of the District's monies.
4. Use of District equipment for personal benefit.
5. Conducting non-business activities during working hours.
6. Release of confidential information about the District or its members.
7. Falsification of forms, records, or reports including, but not limited to, time sheets, employment applications and member records.
8. Possessing or bringing firearms, weapons, open containers of alcohol, illegal drugs or chemicals on, or to, the District's property.
9. Unauthorized possession or removal of property, records, or other materials that do not belong to you.
10. Destroying or willfully damaging the District's or another employee's property, records, or other materials.
11. Non-compliance with safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
12. Violation of the "Discrimination, Harassment, and Retaliation Prevention" policy.
13. Giving false or misleading information during the application and/or selection process.
14. Failure to report involvement in an accident occurring on the District's premises, or involving the District's equipment, or giving false information in accident or insurance reports.

15. Failure to report to the General Manager any significant omissions, errors or mistakes or accidental damage affecting work assignment, property or equipment.
16. Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or unauthorized use of or duplication of keys.
17. Reporting to work under the influence of drugs and/or alcohol.
18. Threatening or intimidating other employees.
19. Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Division of Motor Vehicles, when required to drive on Association business.
20. Installing unauthorized software on the District's computer system.
21. Misuse of electronic resources (i.e., email, internet, fax) per policy.
22. Violation of any other District policy.

Since all employees are "at-will" employees, the employment relationship may be terminated at any time by either the District or the employee with or without cause. Nothing in this policy alters the at-will nature of the employment relationship.

## **B. The Corrective Process**

The District generally utilizes progressive discipline to address employee performance, behavior, and other problems whenever possible. The process may include informal discussions, oral or written warnings, or termination, as the District determines is appropriate in any given situation. However, the District reserves the right to bypass individual steps in the progressive discipline process at its discretion.

## **C. Alcohol and Drug Free Workplace**

The District recognizes that behavior resulting from the use of alcohol and/or drugs may detrimentally affect the safety and work performance of its work force and can present a risk to the health and welfare of its employees and members. The District's Drug and Alcohol Program, adopted in April 2011 or as subsequently amended, contains expanded information and must be adhered to at all times.

In recognition of the District's responsibility to maintain a safe work environment and your responsibility to perform safely, the District will act to eliminate any substance abuse which increases the risk of injuries, accidents, or substandard performance. For the purpose of this policy, substance abuse includes the use or possession of illegal drugs, alcohol or, abuse of prescription drugs, which could impair your work performance and/or ability to perform your job safely. It is expected that:

1. You shall not be at work, drive a vehicle on District business, or operate the District's equipment with a blood alcohol concentration greater than 0.02 or any amount of illegal drugs in your system; shall not use alcohol, possess open containers of alcohol, or use or possess illegal drugs while on duty; and shall not manufacture, distribute, dispense, sell or provide illegal drugs to any person while on duty. "On duty" includes any time you are or could reasonably be perceived to be representing the District including on-call assignment.
2. The use of controlled substances that are prescribed to you by a licensed health care provider or available over the counter is not prohibited by this policy. However, the District is not required to and will not accommodate the use of marijuana in the workplace or working under the influence of marijuana, even if prescribed to you by a licensed healthcare provider. If you are taking medication that may require an accommodation, please notify your supervisor or the General Manager to discuss what accommodation may be appropriate.
3. Reasonable Suspicion Testing

Employees may be subject to drug and alcohol testing when there is reasonable suspicion, based on objective, observable factors that the employee is under the influence of alcohol or drugs. In addition, when any employee has previously been found in violation of these rules, or by the employee's own admission, the employee may be required to submit to periodic substance testing as a condition of remaining in or returning to District employment.

#### **D. Outside Relations/Media Contact**

You are not permitted to give or report any information about the members of the District, another employee, outside vendor, client, or consultant to anyone outside of the District on the District's behalf. You should forward any such request, whether verbal or written, to the General Manager for handling.

#### **E. Workplace Violence**

The safety and security of employees and customers are very important to the District. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or the District's ability to execute its daily business will not be tolerated.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District property may be removed from the premises. Threats, threatening behavior, or other acts of violence off District property, but directed at District employees, District members or the public while conducting business for the District, will also violate this policy.

Off-site threats include, but are not limited to, threats made in person or via telephone, fax, electronic or conventional mail, or any other communication medium. Violations of this policy may lead to disciplinary action and the District may also report such violations to appropriate law enforcement authorities.

Employees are responsible for notifying the General Manager of any threats which they have witnessed, received, or have been told that another employee has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on District property or in connection with employment. For purposes of this policy, a "threat" includes any verbal or physical harassment or abuse, attempts to intimidate or to instill fear in others, menacing gestures, bringing weapons to the workplace, stalking, or any other hostile, aggressive, injurious, and/or destructive actions undertaken for the purpose of domination or intimidation.

Reports of threats may be made anonymously. All threats will be promptly investigated. If an investigation confirms that a threat of a violent act or violence itself has occurred, the District will take appropriate corrective action.

No one will be subject to, and the District prohibits, retaliation for reporting perceived violations of this policy or participating in the investigation of such complaint. If you believe someone has violated this policy against retaliation, please notify the General Manager immediately.

Any employee who receives a protective or restraining order that lists District premises as a protected area should provide the General Manager with a copy of such order.

## **F. Employment Reference Checks**

All inquiries regarding a current or former District employee must be referred to the General Manager.

Should you receive a written request for a reference, you must refer the request to the General Manager for handling. You may not issue a reference letter to any current or former employee as a representative of the District without the permission of the General Manager.

Under no circumstances should you release any personnel information about any current or former District employee over the telephone. All telephone inquiries regarding any current or former employee of the District must be referred to the General Manager.

In response to an outside request for information regarding a current or former District employee, the General Manager will verify only an employee's name, dates of employment, and job title. No other data regarding any current or former District employee will be released unless the employee authorizes the District to release such information in writing or the District is required by law to furnish any information.

## **G. Off-Duty Conduct**

While the District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District's legitimate business interests. For this reason, employees should be aware of the following policies.

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the District's or their own integrity, reputation or credibility. Conduct on the part of an employee that adversely affects the District's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by the District, employees are expected to devote their energies to their jobs with the District. The following types of outside employment are strictly prohibited:

1. Employment that conflicts with an employee's work schedule, duties and responsibilities;
2. Employment that creates a conflict of interest or is incompatible with the employee's employment with the District;
3. Employment that impairs or has a detrimental effect on the employee's work performance with the District;
4. Employment that requires the employee to conduct work or related activities on the District's property during the District's working hours or using the District's facilities and/or equipment; and
5. Employment that directly or indirectly competes with the business or the interests of the District.

Employees who wish to engage in outside employment that may create an actual, potential, or perceived conflict of interest must submit a written request to the General Manager explaining the details of the outside employment. If the outside employment is authorized, the District assumes no responsibility for the outside employment. The District shall not provide workers' compensation coverage for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time. If an employee has any questions, it is recommended that a written request be submitted to ensure there are no future problems.

## **H. Conflict of Interest**

We expect you to devote your full work time, energies, and abilities to our business, and to avoid situations that create an actual or potential conflict between your personal interests and the interests of the District. If, because of other work or activities, you cannot make this commitment, you may be asked to end your employment with the District.

A conflict of interest exists when your loyalties or actions are divided between the District and a competitor, supplier, or customer. If you are unsure whether a certain transaction, activity, or relationship constitutes a conflict of interest, you should discuss the situation with your supervisor or a member of management for clarification. Any exceptions to this policy must be approved in writing by the General Manager.

Some examples of the more common conflicts that should be avoided include, but are not limited to:

1. Accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers;
2. Working for a competitor, supplier, or customer while employed by the District;
3. Engaging in self-employment in competition with the District;
4. Using proprietary or confidential District information for personal gain or to the District's detriment;
5. Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier;
6. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District; and
7. Committing the District to give its financial or other support to any outside activity or organization without appropriate written authorization.

If you have any questions about what actions this policy covers, please contact the General Manager.

## **I. Political Activities**

Consistent with the provisions of Government Code Section 3201, et seq., which may be amended from time to time, the following policies shall apply to District employees concerning political activities.

No one who holds employment with the District shall, directly or indirectly, use, promise, threaten or attempt to use, his/her office, authority or influence, whether then possessed or merely anticipated, to confer upon or secure for any individual person. Nor shall anyone who holds employment with the District aid or obstruct any individual person in securing, or to prevent any individual person from securing any position, promotion, or change in compensation or position, within the District, upon consideration or condition that the action of such person or another shall be given or used in behalf of, or withheld from, any officer or employee, or upon any other corrupt consideration or condition. This prohibition shall apply to urging or discouraging the individual employee's action.

An employee of the District shall not, directly or indirectly, solicit political funds or contributions knowingly from other officers or employees of the District or from persons

on the employment list of the District. Nothing in this section prohibits an employee of the District from communicating through the mail, or by other means, requests for political funds or contributions to a significant segment of the public which may include officers or employees of the District.

No employee of the District shall participate in political activities of any kind while in District uniform.

Employees of the District shall not engage in political activity during working hours. At all times there shall be no political activities on District premises.

Nothing in this Section shall prevent an employee of the District from soliciting or receiving political funds or contributions to promote the passage or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service or other working conditions of District employees, except that such activities shall not occur during working hours or on District premises.

Except as otherwise provided in this Section, there shall be no restriction placed on political activities of any employee of the District.

#### **J. Anti-Fraud/Ethics Policy**

The District and its employees must, at all times, comply with all applicable laws, regulations and District policies. Employees uncertain about the application or interpretation of any legal requirements should refer the matter to the General Manager.

The District expects its employees to conduct themselves in a businesslike manner and perform duties conscientiously, honestly, and in accordance with the best interests of the organization. Employees are expected to take great care when working with District suppliers or contractual contacts and members. Employees should respect the confidentiality of information acquired in the course of their work. Regardless of circumstances, if an employee senses that a course of action may involve a conflict of interest, fraud, and/or dishonesty, they should immediately communicate all facts to their manager or the General Manager.

#### **K. Confidentiality**

As part of your responsibilities at the District, you may learn of, or be entrusted with, sensitive information of a confidential nature. During your employment, any information, including, but not limited to, customer contact, customer utility use, customer financial, District closed-session and District employee information, will be considered and kept as the private and confidential records of the District. These records may only be used in performing work for the District and must not be divulged to any third party except with the direct written authorization of the General Manager.

If you leave employment with the District for any reason, we ask that you continue to treat as private and privileged any sensitive information. You should not use, divulge, or communicate to any person or entity any such sensitive information without the express

written approval of the General Manager. The District will pursue legal remedies for unauthorized use or disclosure of sensitive, confidential information.

## **L. Children at Work**

In the event of an "emergency situation" where you find it necessary to bring your child to the workplace, the District will deem this acceptable under the following circumstances:

1. The event must be an emergency, (i.e., not a scheduled day off from school; choice of not hiring a baby-sitter; a rare, unusual, and infrequent event);
2. A short term event (i.e., picking up from school, time between doctor appointment, etc.);
3. You must get prior approval from the General Manager;
4. Your child must not be disruptive. If this occurs, you and your child will be asked to leave immediately;
5. This should not be a "social event." Your child should be situated in a quiet, out-of-the way place, such as an unused conference room; and
6. Your child must not interfere with your job or your co-workers.

The District prefers that children not be brought to the office in lieu of child care. If you need to take time off to care for your child, you can utilize accrued sick leave, vacation, request time without pay, or make other arrangements.

## **Section VII — Safety**

### **A. Injury & Illness Prevention Program**

The District greatly values the safety and health of all of its employees and is committed to providing a safe and healthy workplace through the establishment, implementation, and maintenance of an effective Injury & Illness Prevention Program ("IIPP"). You will be provided copy of the IIPP during the new employee orientation from the General Manager.

### **B. Ergonomics**

The District encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines. It is our intention to reduce exposure to ergonomic hazards through modifications to equipment and process, and employee training. Any necessary, reasonable adjustments to minimize workplace repetitive motion injuries will be considered and made. If you require any adjustments or have any concerns or questions about ergonomics, be sure to discuss the matter with the General Manager.

### **C. Bomb Threats and/or Threatening Phone Calls**

Should you receive a threatening phone call, remain calm and try to write down the exact wording of the emergency/threat. Be sure to notify the General Manager immediately, and if appropriate, phone 9-1-1.

### **D. Driving on the Job**

The District has established and maintains a Driving Record Review Program. As part of this program, it has enrolled in the Department of Motor Vehicles ("DMV") Employer Pull Notice Program. This is a free service for public agencies that provides driver record reports on employees, including both regular full-time and temporary classifications.

#### **1. Procedures**

The District obtains from the DMV a copy of the driving record of all of its employees that are authorized to operate vehicles (District or personal) on the District's business.

- a. As a public agency, the District is entitled to receive copies of driving records from the DMV without charge.
- b. A copy your driving record shall be obtained as soon as possible after you are hired and annually thereafter.
- c. The District is responsible for ordering and interpreting all driving records.
- d. To ensure uniformity in the application of recommendations to employees whose records are found to be unacceptable, the driver record review criteria was developed. (See "2. Driver Record Review Criteria" in this section.)
- e. Occasionally other concerned employees or the general public may bring to the District's attention the fact that an employee may be jeopardizing the District's integrity and exposing it to undue liability through poor driving techniques and habits. All such complaints will be investigated immediately and action taken to correct the problem.
- f. If your duties require driving a District vehicle, you must maintain a driving record that will not cause the District's insurance rate to be increased or for you to become uninsurable.

#### **2. Driver Record Review Criteria**

The following criteria reflect the good risk management procedures used by the District in order to control its auto liability and physical damage

exposures. The General Manager will review your Driver Record Report to determine which category you will fall into.

- a. Class I -- Immediate Attendance in Defensive Driving Program.
  - i. Two points within 36 months;
  - ii. Any moving violation in a District vehicle;
  - iii. Any accident; or
  - iv. Two \*\*Failure to Appear notices within 36 months.
- b. Class II -- 12-Month Driving Probation. Any additional point violations within this probation period will trigger a Class III recommendation.
  - i. Three to five points within 36 months;
  - ii. Any accident in which the driver was charged with a \*\*\*public offense within 36 months, except for DUI, reckless driving, or speed contest violations (see Class III);
  - iii. Any \*chargeable accident while on District business;
  - iv. A violation for an expired license; or
  - v. Four \*\* Failure to Appear notices within 36 months.
- c. Class III -- 120 Day Suspension of District Driving Privileges.
  - i. Four or more points within 24 months;
  - ii. Six or more points within 36 months;
  - iii. DUI, reckless driving, or speed contest, NOT during DISTRICT business;
  - iv. Five \*\* Failure to Appear notices within 36 months;
  - v. Two chargeable accidents within 24 months; or
  - vi. Any citation incurred while license is suspended.

\* Chargeable Accident -- when a driver has received a point violation.

\*\* Failure to Appear -- Vehicle Code section 40508A

\*\*\* Public Offense -- Vehicle Code sections 23100 through 23249.58

## **E. Cellular Phone Safety While Driving**

The use of cellular phones while driving on District business is considered a dangerous distraction and is prohibited. If your job requires you to keep your cell phone turned on while driving, you must safely pull off the road and stop before conducting business. Under no circumstances may a driver initiate or answer a cellular phone call or text-based communication while driving a vehicle on District time or business or driving a District vehicle at any time, even if using a hands-free device.

## **Section VIII— Staff Expense Reimbursement Guidelines**

The District will fully compensate employees for all reasonable and necessary expenses incurred in the course of business as described below.

### **A. Credit Card Use**

Credit cards will be issued to specific employees who have the need to frequently purchase supplies or services. Credit cards should be used only for legitimate, approved business of the District, subject to the following regulations. These cards should be used for all approved expenses as authorized in this section.

1. No personal items may be charged on the business credit card;
2. All charges must be in line with District purchasing guidelines or as approved by the Board of Directors; and
3. Receipts must be submitted to the District within one day of making the charge.

### **B. Employee Incurred Expenses**

Expenses under the amount of \$50, which are incurred by employees for District purposes, will be reimbursed through its petty cash account. Expenses over that amount will be reimbursed through normal accounting procedures after you have completed and submitted an expense report. All expenses must be approved in advance by management before submission for reimbursement. Regardless of the amount of the incurred expense, employees are required to submit supporting receipts or other documentation.

### **C. Mileage**

The mileage reimbursement rate to operate privately-owned vehicles for reasonable and necessary business travel will be the allowable IRS rate in effect at the time the expense is incurred. The mileage distance should be calculated from destination to destination.

If you use your private vehicle for District business, you will be required to attend a formal defensive driving class, paid for by the District, every four (4) years. You will also

be enrolled in the state of California PULL program that monitors driving records for public employees. In addition, you are required to provide the District with proof of insurance coverage for your personal vehicle.

You are expected to practice good defensive driving techniques, and operate the vehicle in a safe and responsible manner.

#### **D. Meals**

The District will provide reimbursement for full-day and half-day travel meal expenses at rates established by the Board of Directors. Special circumstances will be required to justify reimbursement for amounts above these limits. Tipping is generally permitted up to 19%.

#### **E. Lodging**

The reimbursement rate will be established by the Board of Directors, exclusive of tax, or whatever is a reasonable rate in the area. Staff members should always try to get a government rate whenever possible. General Manager approval is required for lodging fees that are in excess of the rate listed.

#### **F. Uniforms**

1. The cost of employee uniforms will be borne by the District. Each employee will receive a specified annual amount as a combined clothing/boot allowance. The employee is free to purchase clothing/boots at the store of their choice following established guidelines of: blue denim pants, earth tone work shirts (long/short sleeve and material of personal preference) and overalls in a brown color. All of the shirts will be embroidered with the District logo at the District's expense.
2. The District will provide each employee with a heavy canvas-type coat with removable liner, and a safety vest, that can be worn over all clothing. Each of these items will be embroidered with the District logo, be replaced on an as-required basis, and must be turned in when the employee no longer works for the District.
3. The District will provide each employee with six high visibility (orange/lime) t-shirts each season. These shirts will be screened with the District logo.
4. Each employee must wear clothing bearing the SLCWD logo (shirt, coat, vest) while at work. Each employee is responsible for laundering his/her work clothing (assigned and purchased) and laundering facilities are provided for employee use.

## **G. Expense Reports**

Expense Reports should be submitted within two (2) days of return.

## **Section IX — Around the Office**

### **A. Dress & Grooming Standards**

While the District has no formal dress code, it is expected that you will dress in a manner consistent with good business practices appropriate for the work being performed. The District provides each non-exempt employee with clothing and an annual allowance to be used for the purchase of work "wash and wear" clothing and footwear in accordance with this Handbook.

The following guidelines must be practiced by employees:

1. Every non-exempt employee must wear at least one piece of clothing or outerwear with the District logo in full-view at all times and carry a District issued identification card when at work or on official District business. Employees must wear work boots while at work.
2. Appropriate work clothing for non-exempt employees includes:
  - a. long or short sleeve cotton shirt with District logo, blue color; and
  - b. denim jean pants, blue, brown or dark green color.
3. The following are not appropriate during normal working hours:
  - a. athletic clothing;
  - b. thongs/flip flops;
  - c. form fitting clothing;
  - d. torn, cut, or frayed clothing; and/or
  - e. clothing with obscene messages or artwork.

If you fail to report to work appropriately dressed, you may be asked to leave work and return in appropriate attire. Non-exempt employees will not be compensated for this time.

### **B. Telephone Calls**

The District understands that you may need to speak with your family or tend to non-business activities at times, but requests cooperation in keeping personal calls to reasonable levels. Please note, phone calls from District phones are not private and may be monitored. Any confidential calls should be conducted elsewhere. All

communication can be disclosed to law enforcement or other third parties without prior consent of the sender and/or receiver.

### **C. Electronic Resources Policy**

The District provides its employees with the technological resources needed to do their jobs, which may include resources such as laptops, tablet computers, desktop computers, servers, printers, fax machines, telephones, cellular phones, smart phones, personal digital assistants, and access to the Internet, voicemail, email, text messaging, and instant messaging systems (together, "Electronic Resources"). These Electronic Resources are intended primarily for business use. Consequently, the District's Electronic Resources may not be used to solicit for commercial activity unrelated to the business of the District. Occasional personal use of the District's Electronic Resources must be limited to non-work time.

Access. As permitted by law, the District may access its Electronic Resources, as well as any documents, data, or other information created on, opened from, or stored on any of its Electronic Resources, without notice to users of the Electronic Resources for valid business purposes when the District deems it appropriate to do so. Reasons for which the District may obtain such access include, but are not limited to, ensuring employee production and discipline, maintaining the system, preventing or investigating allegations of system abuse or misuse, ensuring compliance with software copyright laws, and complying with legal and regulatory requests for information. Employees have no reasonable expectation of privacy in their use of the District's Electronic Resources, or any documents, data, or information created on, opened from, or stored on (including pictures, videos, or audio files) these Electronic Resources. Although you may need a password or passwords to access Electronic Resources, the use of such passwords does not mean your use of these resources is private. The District may override the passwords or use other means to access its Electronic Resources.

No one may access, or attempt to obtain access to, Electronic Resources assigned to another employee or individual without appropriate authorization.

Storage. The District may store electronic communications or other documents, data, or information created on its Electronic Resources on magnetic media for a period of time after the communication is created. From time-to-time, magnetic media copies of communications or other documents, data, or information created on its Electronic Resources may be deleted.

No Harassment. The District's policy prohibiting all types of harassment applies to the use of the District's Electronic Resources, including internet access. No one may use the District's Electronic Resources in a manner that may violate that or any other District policy.

#### **1. Social Networking**

The District understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities.

To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

In the rapidly expanding world of electronic communication, "social media" can mean many things. "Social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication.

The same principles and guidelines found in this Handbook apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of the District, or the District's legitimate business interests may result in disciplinary action up to and including termination.

Know and Follow the Rules. Carefully read this policy, the "Electronic Resources" policy, the "Discrimination, Harassment, and Retaliation Prevention" policy, and the "Workplace Violence Prevention" policy and ensure your postings are consistent with these policies. Inappropriate postings that may violate any of those policies or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful. Always be fair and courteous to fellow employees, customers, suppliers or people who work on behalf of the District. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with the General Manager, than you are by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage customers, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or District policy.

Be Honest and Accurate. Make sure you are always honest and accurate when posting information or news and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the District, fellow employees, members, customers, suppliers, people working on behalf of the District, or competitors.

Post Only Appropriate and Respectful Content.

- a. Maintain the confidentiality of District trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related communications.
- b. Do not create a link from your blog, website or other social networking site to a District website without identifying yourself as a District employee.
- c. Express only your personal opinions. Never represent yourself as a spokesperson for the District. If the District is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the District, fellow employees, members, customers, suppliers or people working on behalf of the District. If you do publish a blog or post online related to the work you do or subjects associated with the District, make it clear that you are not speaking on behalf of the District. It is best to include a disclaimer such as: "The postings on this site are my own and do not necessarily reflect the views of the Sierra Lakes County Water District."

Using Social Media at Work. Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by the General Manager or consistent with the "Electronic Resources" policy.

Do not use District email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is Prohibited. The District prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media Contacts. Employees should not speak to the media on the District's behalf without contacting the General Manager. All media inquiries should be directed to the General Manager.

If you have questions or need further guidance, please contact the District.

## **2. Software**

To prevent computer viruses from being transmitted through the system, you may not download any software or applications to District Electronic Resources without advance permission from the General Manager.

### 3. Mobile Device Policy

The District grants its employees the privilege of selecting and using smartphones and tablets of their choosing at work for their convenience. While the District owns the devices, employees have the ability to select the device of their choosing, subject to certain requirements and restrictions.

The District reserves the right to revoke this privilege if users do not abide by the applicable policies and procedures. This policy is intended to protect the security and integrity of the District's data and technology infrastructure. Limited exceptions to the policy may occur due to variations in devices and platforms. District employees must agree to the terms and conditions set forth in this policy in order to be able to connect devices to the District network.

- a. Policy and Guidelines for District-Provided Mobile Device
  - i. The following policy and guidelines inform District-provided mobile device users of their allowable usage and features available for business and limited personal use. This document also serves to make clear the responsibility of mobile device users to take proper care of the District-furnished equipment entrusted to them. Mobile device care is the responsibility of each mobile device user. Failure to adhere to the guidelines listed below may result in personal liability and/or retraction of device privileges.
- b. The District expects mobile-device users to:
  - i. Protect their District-issued device from theft, damage, abuse, and unauthorized use;
  - ii. If the device is lost or stolen, notify the District within one hour, or as soon as practical after you notice the device is missing. The District will lock and disable the device upon notification;
  - iii. Maintain usage within the plan parameters. If your business use requirements are dramatically different than the standard plan, you must contact the General Manager to discuss other available options; comply with District appropriate use policies when using the device found in Section IX – Around The Office, C., Electronic Resources;
  - iv. Abide by Federal law, California law, and District policies governing the use of mobile cell phones and/or smartphones while driving (hands-free use and/or texting is prohibited); and
  - v. Abide by applicable District policies when using the device, including, but not limited to, the "Electronic Resources" and

"Discrimination, Harassment, and Retaliation Prevention" policies.

c. Privacy Expectations

District employees do not have a right to, nor should they have an expectation of, privacy while using District-provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the District provided-device for personal use. By acceptance of the District-provided device, employees understand that they have no reasonable expectation of privacy of use in the device, which is subject to the District's "Electronic Resources" policy.

d. Additional Guidelines

- i. The General Manager has complete oversight and management of device usage and expenses.
- ii. The District-provided devices are being provided as a productivity tool for business use. The District reserves the right to terminate services for non-use, limited business use, or excessive personal use. The policy for terminating voice and data services for non-usage is 30 days.
- iii. Due to voice plan minute restrictions, employees should opt to use their work landline phone, when at their workstation, to make and receive calls.
- iv. The District reserves the right to recall/disconnect District-provided mobile devices due to budget restrictions or changes to deployment priorities.

Questions related to the above Policy and Guidelines should be directed to the General Manager.

e. Bring Your Own Device (BYOD) Policy

The nature of your work may require you to access District electronic systems or data from a remote location such as your home or while travelling on District business. If your position requires such access, the District will provide you with the electronic devices required for such purposes, such as a laptop computer, tablet computer, smart phone, or cellular phone.

However, we understand that for your own convenience, you may instead wish to access District systems from your own personal electronic device. The District allows the use of such devices according to the terms of this policy.

- f. **Permission.** You may not use a personal electronic device for District business without consenting to the terms of this policy and obtaining the written consent from the General Manager. Access, when granted, is only for the specific device identified by you and agreed to by the District. You must obtain consent for each personal device you use for District business.
- g. **Use.** When your use of a personal electronic device could be attributed to the District, our policies regarding your workplace conduct apply, including the "Discrimination, Harassment, and Retaliation Prevention," and "Workplace Violence" policies. Recognize that your decision to use a personal device for District business obligates you to ensure your conduct comports with District expectations, even though you may feel the conduct is not work-related. For example, if you send a personal email message to a coworker or business contact after business hours, you should expect that the email may be attributed to you as a representative of the District, and you should conduct yourself accordingly.

When you are utilizing paid time off or are on a leave of absence, you are expressly prohibited from using your personal electronic device for any work-related purpose or from accessing any District systems from your personal device. Any exceptions must be approved in writing by the General Manager.

If you are a non-exempt employee, you are required to record all hours worked, including any time that you use a personal electronic device for District business. You are generally expected to perform your work duties during scheduled work hours, and you may not work overtime without prior consent from the General Manager.

- h. **Storage.** To assist the District in meeting its recordkeeping obligations, you may not store District information solely on a personal device without written permission from the General Manager. Instead, any such information must be maintained on District systems or devices.
- i. **Security.** It is your responsibility to ensure the security of District information, data, and systems on your device. You must follow these guidelines whenever technically possible:
  - i. The device must run antivirus and anti-malware software;
  - ii. You must use a pin or password to lock/unlock the device and may not share the pin or password with others;
  - iii. You must abide by the terms established by your carrier for use of the device (i.e., no "jailbreaking" or "rooting");

- iv. You may not modify the device hardware or operating system software beyond routine installation of updates;
- v. You may not access unsecured networks;
- vi. You may not allow others to use your device, including family members;
- vii. The device must not contain any passive or active data collection or analysis software such as wireless sniffers, keystroke loggers, data capture, or network analysis tools;
- viii. The device must not contain any file sharing software other than the software authorized by the District; and
- ix. All District information accessed or stored on the device must be encrypted, including information on any removable media attached to the device.

Also, please remember that you remain obligated to comply with District policies and Federal and California law regarding the use of sensitive or confidential District information. Please refer to the "Confidentiality" policy in the Handbook if you have additional questions.

- j. **Using Your Device While Driving.** Consistent with the "Use of Cellular Phones and Other Electronic Devices While Driving" policy in the Handbook, please remember that you may not use an electronic device to send or receive a text-based communication while driving a District vehicle or driving a personal vehicle on District business. This includes any work-related, text-based communication sent or received on your personal device. In addition, you may not use a hands-free device while driving a District vehicle or driving a personal vehicle on District business. This includes any work-related telephone calls made or received on your personal device.

"Wiping" Your Device. If you lose your device, and if the District determines that the security of your device has been compromised, or if you terminate employment for any reason, the District may remotely "wipe" the device. Wiping the device means permanently eliminating the information and data stored on the device, which may include personal information. You consent to such "wiping" if the District determines, in its sole discretion, that such a step is necessary to protect the security or integrity of District information.

Privacy. As with District-provided devices and electronic resources, you do not have a reasonable expectation of privacy when you use of a personal device in a manner that could be attributed to the District. For example, consistent with the "Electronic Mail" policy in the Handbook, the District

may access email sent or received from any District email address, even if accessed from a personal device. Additionally, District work product generated or stored on any personally owned device is potentially subject to disclosure through subpoena or other legal recourse. The employee acknowledges that any such request could require the employee to search their personal device and disclose any and all District work product, including, but not limited to, call detail records, logs, voice mail messages, data storage, text messages, emails, and address books when utilized for the purpose of conducting District business.

Access. There are circumstances in which the District may be legally obligated to obtain information accessed from or stored in your personal device. By choosing to use your personal device for personal purposes, you consent to such access, and may not withhold permission for the District to search information or data on your personal device which may be attributable to the District.

Loss, Damage, and Disposal. You remain solely responsible for your personal electronic device. The District will not reimburse you for the cost of any loss or damage to the device.

If you lose your device, please notify the District immediately. If your device is no longer usable for any reason and you do not wish to replace it but your job necessitates remote access to District systems, the District will provide you with the necessary resources to obtain such access.

The District is legally and ethically obligated to safeguard certain information about our business and our customers. For this reason, you may not dispose of or transfer use of a personal device to another person or to another carrier without written consent from the General Manager. The District may "wipe" your device or take other steps to ensure its information or data is no longer accessible from the device.

Reimbursement. The District will reimburse you for the cost of reasonable and necessary business expenses incurred as a result of using your personal device for District business. This may include cost such as: (1) phone charges for District-related calls, and (2) data charges for District-related downloads. Employees who use personal cellular phones for District business will be reimbursed at a monthly flat rate established by the Board of Directors. This reimbursement does not constitute an increase to base pay and will not be included in the calculation of percentage increases to base pay for salary increases, promotions, etc. Employees who receive the monthly reimbursement must provide the District a copy of their cell phone bill upon request by the District. To receive reimbursement for the use of other approved devices, you will be required to submit an itemized bill of applicable charges.

However, you are expected to exercise prudence in the use of your personal device for District business. For example, you should not use a

personal electronic device when a comparable District-provided device is available for your use at the same or lesser cost.

Termination of Employment. When your employment with the District ends, you are obligated to return all District property, including data or information stored on your personal device. As explained above, to assist you in meeting this obligation, the District may "wipe" your personal device.

#### **D. Smoking**

In accordance with California State law, all District buildings are considered a non-smoking area, including e-cigarettes.

#### **E. Security**

Security is important to everyone. You are asked to not discuss the security of the District premises or services with any individual not employed by the District. Additionally, neither the District nor its insurance carriers assume any liability for your personal belongings. You are encouraged to secure personal belongings to the best of your ability.

Since the District retains the right to search its property or facilities at any time (including employee-assigned desks, files and computer systems), if you have anything of a private nature that you wish not to be subjected to discovery during such searches, these items should be kept in your personal daypack, purse, or lunch bag.

#### **F. Solicitation and Distribution**

Approaching fellow employees in the workplace regarding activities, organizations, or causes, regardless of how worthwhile, important, or benevolent, can create unnecessary apprehension and pressures. For that reason, the District has established rules governing the solicitation and distribution of written material during working time and entry onto the premises and in work areas.

1. No employee may solicit or promote support for any cause or organization during working time or during the working time of the employee or employees at whom the activity is directed; and
2. No employee may distribute or circulate any written or printed material in work areas at any time, during the employee's working time, or during the working time of the employee or employees at whom the activity is directed.

Non-employees may not solicit or distribute written material to any employee in a working area or to an employee during working time. To distribute written materials to any employee in non-working areas or outside of working time, non-employees must provide advance notice to the District, and must comply with all District visitor policies and procedures.

As used in this policy, "working time" includes all time for which an employee is scheduled to be or is actually performing services for the District. It does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for the District.

Certain exceptions to this policy may apply to activities for charitable purposes or other causes deemed beneficial to our employees as determined by the General Manager.

### **G. Workers' Compensation Disclaimer Notice**

The District or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of your voluntary participation in any off-duty recreational, social or athletic activity which is not a part of your work-related duties.

### **H. Supplies**

It is the District's intent to provide you with everything you need to do your job. Any special orders should be approved by the General Manager before ordering.

## **Section X — Leaving the District**

### **A. Resignation**

When you decide to leave the District for any reason, the General Manager would like an opportunity to discuss the resignation in advance.

### **B. Employee Exit**

If you submit your resignation or otherwise end employment with the District, you are expected to perform your duties and cooperate fully with the District in all matters relating to the winding up of any pending work and the orderly transfer to other District employees of your duties or accounts.

Prior to termination all employees must return all District property, including, but not limited to, all originals and hard copies of literature, correspondence, memoranda, reports, summaries, manuals, proposals, contracts and other documents of any kind which relate in any way to the business of the District, including specifically all materials which comprise or refer to the District's Confidential Information, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job-related materials.

### **C. Exit Interview**

You may be asked to participate in an exit interview with the General Manager on or close to your last date of employment.

**D. Benefits**

Medical, dental, and vision benefits end on the last day of the month of your employment. Disability coverage requires "active" employment; therefore, coverage ends on your last day worked. COBRA notification will be sent directly to your home.

**E. Final Paycheck**

You will receive your final paycheck on the next regularly scheduled pay day or earlier if it is required by law. Unused vacation will be paid and calculated in accordance with the District's vacation policy.

**F. CalPERS**

You will be notified directly by CalPERS regarding your options upon termination of employment.

**Section XI — Acknowledgment of Receipt of Handbook and At-Will Agreement**

After you have read this Handbook and have clarified any issues with the General Manager, please complete and sign both copies of the following statement. Two (2) copies are provided, one for your records and one for the District's records. Detach one copy and return it to the General Manager within five (5) days.

**Sierra Lakes County Water District Employee Handbook Receipt (employee copy)**

I acknowledge that I have received the Sierra Lakes County Water District's Employee Handbook (the "Handbook"). I understand and agree that it is my responsibility to read and familiarize myself with and follow the policies and procedures contained in the Handbook.

I understand that, except for employment at-will status or prohibited by law, any and all policies or practices can be changed at any time by the District. I understand and agree that, other than the Board of Directors, no representative of the District has authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; and then only in writing, signed by the Board President.

My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the District and myself concerning the duration of my employment. It supersedes all prior agreements, understandings and representations concerning the duration of my employment.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sign, date, and keep this copy for your records.

**D. Benefits**

Medical, dental, and vision benefits end on the last day of the month of your employment. Disability coverage requires "active" employment; therefore, coverage ends on your last day worked. COBRA notification will be sent directly to your home.

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I understand that, except for employment at-will status or prohibited by law, any and all policies or practices can be changed at any time by the District. I understand and agree that, other than the Board of Directors, no representative of the District has authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; and then only in writing, signed by the Board President.

My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the District and myself concerning the duration of my employment. It supersedes all prior agreements, understandings and representations concerning the duration of my employment.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sign, date, and keep this copy for your records.

# INJURY AND ILLNESS PREVENTION PROGRAM

Every California employer must establish, implement, and maintain a written Injury and Illness Prevention (IIP) Program and a copy must be maintained at each workplace or at a central worksite if the employer has non-fixed worksites. The requirements for establishing, implementing, and maintaining an effective written injury and illness prevention program are contained in Title 8 of the California Code of Regulations, Section [3203](#) (T8 CCR 3203) and consist of the following elements:

- Responsibility
- Compliance
- Communication
- Hazard Assessment
- Accident/Exposure Investigation
- Hazard Correction
- Training and Instruction
- Employee access to the IIP Program
- Recordkeeping

# INJURY AND ILLNESS PREVENTION PROGRAM (IIPP) for the SIERRA LAKES COUNTY WATER DISTRICT

## RESPONSIBILITY

The General Manager shall serve as the Injury and Illness Prevention Program (IIP Program) administrator for the Sierra Lakes County Water District ("District"). The General Manager shall be responsible for implementing the provisions of this program for the District.

All managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program.

## COMPLIANCE

Management is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

Our system of ensuring that all workers comply with the rules and maintain a safe work environment include:

1. Informing workers of the provisions of our IIP Program.
2. Evaluating the safety performance of all workers.
3. Recognizing employees who perform safe and healthful work practices.
4. Providing training to workers whose safety performance is deficient.
5. Disciplining workers for failure to comply with safe and healthful work practices.

Commented [AB1]: Paul: Does the District do this?

## COMMUNICATION

The District recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following checked items:

- New worker orientation including a discussion of safety and health policies and procedures.
- Review of our IIP Program.
- Workplace safety and health training programs.
- Regularly scheduled safety meetings.
- Effective communication of safety and health concerns between workers and supervisors, including translation where appropriate.
- Posted or distributed safety information.
- A system for workers to anonymously inform management about workplace hazards.
- Because the District has less than ten employees and communicates with and orally instructs

employees about general safe work practices and with respect to hazards unique to each employee's job assignment.

- A labor/management safety and health committee that meets regularly, prepares written records of the safety and health committee's meetings, reviews results of the periodic scheduled inspections, reviews investigations of accidents and exposures and makes suggestions to management for the prevention of future incidents, reviews investigations of alleged hazardous conditions, and submits recommendations to assist in the evaluation of employee safety suggestion.

## HAZARD ASSESSMENT

Periodic inspections to identify and evaluate workplace hazards shall be performed by the following competent observer(s) in the following areas of our workplace:

| Competent Observer | Area   |
|--------------------|--|
| Anna Nickerson     | 2 <sup>nd</sup> Floor of Administration Building |
| Patrick Baird      | All Operational Areas                            |
|                    |  |
|                    |  |
|                    |  |

Periodic inspections are performed according to the following schedule:

1. Periodic Inspection will be performed at monthly intervals or more frequently if required.
2. When the IIPP was initially established
3. When new substances, processes, procedures, or equipment which present potential new hazards are introduced into the workplace.
4. When new, previously unidentified hazards are recognized.
5. When occupational injuries and illnesses occur.
6. When permanent or intermittent workers are hired and/or reassigned to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.
7. Whenever workplace conditions warrant an inspection.

Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of the attached Hazard Assessment Checklist and any other effective methods to identify and evaluate workplace hazards.

## ACCIDENT/EXPOSURE INVESTIGATIONS

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Visiting the accident scene as soon as possible.
2. Interviewing injured workers and witnesses.

3. Examining the workplace for factors associated with the accident/exposure.
4. Determining the cause of the accident/exposure.
5. Taking corrective action to prevent the accident/exposure from reoccurring.
6. Recording the findings and corrective actions taken.

## **HAZARD CORRECTION**

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered.
2. When an imminent hazard exists that cannot be immediately abated without endangering employee(s) and/or property, the District will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection.
3. All such actions taken and dates they are completed shall be documented on the appropriate forms.

## **TRAINING AND INSTRUCTION**

All workers, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows:

1. When the IIP Program is first established.
2. To all new workers, except for construction workers who are provided training through a Cal/OSHA approved construction industry occupational safety and health training program.
3. To all workers given new job assignments for which training has not previously provided.
4. Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.
5. Whenever the employer is made aware of a new or previously unrecognized hazard.
6. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
7. To all workers with respect to hazards specific to each employee's job assignment.

Workplace safety and health practices for all industries include, but are not limited to, the following:

1. Explanation of the employer's IIP Program and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
2. Use of appropriate clothing, including gloves, footwear, and personal protective equipment.
3. Information about chemical hazards to which employees could be exposed and other hazard communication program information.
4. Availability of toilet, handwashing and drinking water facilities.

5. Provisions for medical services and first aid including emergency procedures.

In addition, the District provides specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

### **Employee Access to the IIPP**

Employees – or their designated representatives - have the right to examine and receive a copy of the IIPP. This will be accomplished by providing access in a reasonable time, place, and manner, but in no event later than five (5) business days after the request for access is received from an employee or designated representative.

- a. Whenever an employee or designated representative requests a copy of the Program, the District will provide the requester a printed copy of the Program, unless the employee or designated representative agrees to receive an electronic copy of the Program.
- b. One printed copy of the Program will be provided free of charge. If the employee or designated representative requests additional copies of the Program within one (1) year of the previous request and the Program has not been updated with new information since the prior copy was provided, the District may charge reasonable, non-discriminatory reproduction costs for the additional copies.

The right and procedure to access the Program is communicated to all employees through the District's Employee Handbook.

Any copy provided to an employee, or their designated representative need not include any of the records of the steps taken to implement and maintain the written IIP Program.

Where the District has distinctly different and separate operations with distinctly separate and different IIPPs, the District may limit access to the IIPP applicable to the employee requesting it.

An employee must provide written authorization to make someone their "designated representative." A recognized or certified collective bargaining agent will be treated automatically as a designated representative for the purpose of access to the IIPP. The written authorization must include the following information:

- The name and signature of the employee authorizing the designated representative.
- The date of the request.
- The name of the designated representative.
- The date upon which the written authorization will expire (if less than 1 year).

### **Recordkeeping**

The District is a local governmental entity (any county, city, or district, and any public or quasi-public corporation or public agency therein) and the District are not required to keep written records of the steps taken to implement and maintain the IIPP.

### **List of Training Subjects**

District workers are trained about the following subjects:

- Confined spaces.

- Good housekeeping, fire prevention, safe practices for operating any construction equipment.
- Safe procedures for cleaning, repairing, servicing and adjusting equipment and machinery.
- Safe access to working areas.
- Protection from falls.
- Electrical hazards, including working around high voltage lines.
- Trenching and excavation work.
- Proper use of powered tools.
- Guarding of belts and pulleys, gears and sprockets, and conveyor nip points.
- Machine, machine parts, and prime movers guarding.
- Lock-out/tag-out procedures.
- Materials handling.
- Chainsaw and other power tool operation.
- Tree falling/bucking procedures and precautions, including procedures for recognizing and working with hazard trees, snags, lodged trees, and unsafe weather conditions.
- Fall protection from elevated locations.
- Driver safety.
- Slips, falls, and back injuries.
- Ergonomic hazards, including proper lifting techniques and working on ladders or in a stooped posture for prolonged periods at one time.
- Personal protective equipment.
- Respiratory Equipment.
- Hazardous chemical exposures.
- Hazard communication.
- Physical hazards, such as heat/cold stress, noise, and ionizing and non-ionizing radiation.
- Laboratory safety.
- Bloodborne pathogens and other biological hazards.
- Other job-specific hazards.

# HAZARD ASSESSMENT CHECKLIST

**Commented [BA2]:** Paul: This Hazard Assessment Checklist should be saved as a separate document by Anna for use in doing the periodic review, once she's done that this section can come out of this document

**Commented [AB3]:** Paul: Please mark this list to denote which items are not applicable to the District's facilities and operations the first time this form is used.

## GENERAL WORK ENVIRONMENT

- Are all worksites clean and orderly?
- Are work surfaces kept dry or appropriate means taken to assure the surfaces are slip-resistant?
- Are all spilled materials or liquids cleaned up immediately?
- Is combustible scrap, debris and waste stored safely and removed from the worksite promptly?
- Is accumulated combustible dust routinely removed from elevated surfaces, including the overhead structure of buildings?
- Is combustible dust cleaned up with a vacuum system to prevent the dust going into suspension?
- Is metallic or conductive dust prevented from entering or accumulation on or around electrical enclosures or equipment?
- Are covered metal waste cans used for oily and paint-soaked waste?
- Are all oil and gas fired devices equipped with flame failure controls that will prevent flow of fuel if pilots or main burners are not working?
- Are paint spray booths, dip tanks and the like cleaned regularly?
- Are the minimum number of toilets and washing facilities provided?
- Are all toilets and washing facilities clean and sanitary?
- Are all work areas adequately illuminated?
- Are pits and floor openings covered or otherwise guarded?

## PERSONAL PROTECTIVE EQUIPMENT & CLOTHING

- Are protective goggles or face shields provided and worn where there is any danger of flying particles or corrosive materials?
- Are approved safety glasses required to be worn at all times in areas where there is a risk of eye injuries such as punctures, abrasions, contusions or burns?
- Are employees who need corrective lenses (glasses or contacts lenses) in working environments with harmful exposures, required to wear only approved safety glasses, protective goggles, or use other medically approved precautionary procedures?
- Are protective gloves, aprons, shields, or other means provided against cuts, corrosive liquids and chemicals?
- Are hard hats provided and worn where danger of falling objects exists?
- Are hard hats inspected periodically for damage to the shell and suspension system?
- Is appropriate foot protection required where there is the risk

of foot injuries from hot, corrosive, poisonous substances, falling objects, crushing or penetrating actions?

- Are approved respirators provided for regular or emergency use where needed?
- Is all protective equipment maintained in a sanitary condition and ready for use?
- Do you have eye wash facilities and a quickdrench shower within the work area where employees are exposed to injurious corrosive materials?
- Where special equipment is needed forelectrical workers, is it available?
- When lunches are eaten on the premises, are they eaten in areas where there is no exposure to toxic materials or other health hazards?
- Is protection against the effects of occupational noise exposure provided when sound levels exceed those of the Cal/OSHA noise standard?

## WALKWAYS

- Are aisles and passageways kept clear?
- Are aisles and walkways marked as appropriate?
- Are wet surfaces covered with non-slip materials?
- Are holes in the floor, sidewalk or other walking surface repaired properly, covered or otherwise made safe?
- Is there safe clearance for walking in aisles where motorized or mechanical handling equipment is operating?
- Are spilled materials cleaned up immediately?
- Are materials or equipment stored in such a way that sharp projectiles will not interfere with the walkway?
- Are changes of direction or elevations readily identifiable?
- Are aisles or walkways that pass near moving or operating machinery, welding operations or similar operations arranged so employees will not be subjected to potential hazards?
- Is adequate headroom provided for the entire length of any aisle or walkway?
- Are standard guardrails provided wherever aisle or walkway surfaces are elevated more than 30 inches above any adjacent floor or the ground?
- Are bridges provided over conveyors and similar hazards?

## FLOOR & WALL OPENINGS

- Are floor openings guarded by a cover, guardrail, or equivalent on all sides (except at entrance to stairways or ladders)?
- Are toeboards installed around the edges of a permanent floor opening (where persons may pass below the opening)?
- Are skylight screens of such construction and mounting that they will withstand a load of at least 200 pounds?

- Is the glass in windows, doors, glass walls that are subject to human impact, of sufficient thickness and type for the condition of use?
- Are grates or similar type covers over floor openings such as floor drains, of such design that foot traffic or rolling equipment will not be affected by the grate spacing?
- Are unused portions of service pits and pits not actually in use either covered or protected by guardrails or equivalent?
- Are manhole covers, trench covers and similar covers, plus their supports, designed to carry a truck rear axle load of at least 20,000 pounds when located in roadways and subject to vehicle traffic?
- Are floor or wall openings in fire resistive construction provided with doors or covers compatible with the fire rating of the structure and provided with self-closing feature when appropriate?

## STAIRS & STAIRWAYS

- Are standard stair rails or handrails on all stairways having four or more risers?
- Are all stairways at least 22 inches wide?
- Do stairs have at least a 6'6" overhead clearance?
- Do stairs angle no more than 50 and no less than 30 degrees?
- Are stairs of hollow-pan type treads and landings filled to noising level with solid material?
- Are step risers on stairs uniform from top to bottom, with no riser spacing greater than 7-1/2 inches?
- Are steps on stairs and stairways designed or provided with a surface that renders them slip resistant?
- Are stairway handrails located between 30 and 34 inches above the leading edge of stair treads?
- Do stairway handrails have a least 1-1/2 inches of clearance between the handrails and the wall or surface they are mounted on?
- Are stairway handrails capable of withstanding a load of 200 pounds, applied in any direction?
- Where stairs or stairways exit directly into any area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees stepping into the path of traffic?
- Do stairway landings have a dimension measured in the direction of travel, at least equal to width of the stairway?
- Is the vertical distance between stairway landings limited to 12 feet or less?

## ELEVATED SURFACES

- Are signs posted, when appropriate, showing the elevated surface load capacity?
- Are surfaces elevated more than 30 inches above the floor or ground provided with standard guardrails?
- Are all elevated surfaces (beneath which people or machinery could be exposed to falling objects) provided with standard 4-inch toeboards?
- Is a permanent means of access and egress provided to elevated storage and work surfaces?
- Is required headroom provided where necessary?
- Is material on elevated surfaces piled, stacked or racked in a manner to prevent it from tipping, falling, collapsing, rolling or spreading?

- Are dock boards or bridge plates used when transferring materials between docks and trucks or rail cars?

## EXITING OR EGRESS

- Are all exits marked with an exit sign and illuminated by a reliable light source?
- Are the directions to exits, when not immediately apparent, marked with visible signs?
- Are doors, passageways or stairways, that are neither exits nor access to exits and which could be mistaken for exits, appropriately marked "NOT AN EXIT", "TO BASEMENT", "STOREROOM", and the like?
- Are exit signs provided with the word "EXIT" in lettering at least 5 inches high and the stroke of the lettering at least 1/2 inch wide?
- Are exit doors side-hinged?
- Are all exits kept free of obstructions?
- Are at least two means of egress provided from elevated platforms, pits or rooms where the absence of a second exit would increase the risk of injury from hot, poisonous, corrosive, suffocating, flammable, or explosive substances?
- Are there sufficient exits to permit prompt escape in case of emergency?
- Are special precautions taken to protect employees during construction and repair operations?
- Is the number of exits from each floor of a building, and the number of exits from the building itself, appropriate for the building occupancy load?
- Are exit stairways which are required to be separated from other parts of a building enclosed by at least two-hour fire-resistive construction in buildings more than four stories in height, and not less than one-hour fire resistive construction elsewhere?
- When ramps are used as part of required exiting from a building, is the ramp slope limited to 1-foot vertical and 12 feet horizontal?
- Where exiting will be through frameless glass doors, glass exit doors, storm doors, and such are the doors fully tempered and meet the safety requirements for human impact?

## EXIT DOORS

- Are doors that are required to serve as exits designed and constructed so that the way of exit travel is obvious and direct?
- Are windows that could be mistaken for exit doors, made inaccessible by means of barriers or railings?
- Are exit doors openable from the direction of exit travel without the use of a key or any special knowledge or effort, when the building is occupied?
- Is a revolving, sliding or overhead door prohibited from serving as a required exit door?
- Where panic hardware is installed on a required exit door, will it allow the door to open by applying a force of 15 pounds or less in the direction of the exit traffic?
- Are doors on cold storage rooms provided with an inside release mechanism that will release the latch and open the door even if it's padlocked or otherwise locked on the outside?
- Where exit doors open directly onto any street, alley or other area where vehicles may be operated, are adequate barriers and warnings provided to prevent employees stepping into the path of traffic?

- Are doors that swing in both directions and are located between rooms where there is frequent traffic, provided with viewing panels in each door?

## PORTABLE LADDERS

- Are all ladders maintained in good condition, joints between steps and side rails tight, all hardware and fittings securely attached, and moveable parts operating freely without binding or undue play?
- Are non-slip safety feet provided on each ladder?
- Are non-slip safety feet provided on each metal or rung ladder?
- Are ladder rungs and steps free of grease and oil?
- Is it prohibited to place a ladder in front of doors opening toward the ladder except when the door is blocked open, locked or guarded?
- Is it prohibited to place ladders on boxes, barrels, or other unstable bases to obtain additional height?
- Are employees instructed to face the ladder when ascending or descending?
- Are employees prohibited from using ladders that are broken, missing steps, rungs, or cleats, broken side rails or other faulty equipment?
- Are employees instructed not to use the top 2 steps of ordinary stepladders as a step?
- When portable rung ladders are used to gain access to elevated platforms, roofs, and the like does the ladder always extend at least 3 feet above the elevated surface?
- Is it required that when portable rung or cleat type ladders are used the base is so placed that slipping will not occur, or it is lashed or otherwise held in place?
- Are portable metal ladders legibly marked with signs reading "CAUTION" "Do Not Use Around Electrical Equipment" or equivalent wording?
- Are employees prohibited from using ladders as guys, braces, skids, gin poles, or for other than their intended purposes?
- Are employees instructed to only adjust extension ladders while standing at a base (not while standing on the ladder or from a position above the ladder)?
- Are metal ladders inspected for damage?
- Are the rungs of ladders uniformly spaced at 12 inches, center to center?

## HAND TOOLS & EQUIPMENT

- Are all tools and equipment (both, company and employee- owned) used by employees at their workplace in good condition?
- Are hand tools such as chisels, punches, which develop mushroomed heads during use, reconditioned or replaced as necessary?
- Are broken or fractured handles on hammers, axes and similar equipment replaced promptly?
- Are worn or bent wrenches replaced regularly?
- Are appropriate handles used on files and similar tools?
- Are employees made aware of the hazards caused by faulty or improperly used hand tools?
- Are appropriate safety glasses, face shields, and similar equipment

used while using hand tools or equipment that might produce flying materials or be subject to breakage?

- Are jacks checked periodically to assure they are in good operating condition?
- Are tool handles wedged tightly in the head of all tools?
- Are tool cutting edges kept sharp so the tool will move smoothly without binding or skipping?
- Are tools stored in dry, secure location where they won't be tampered with?
- Is eye and face protection used when driving hardened or tempered spuds or nails?

## PORTABLE (POWER OPERATED) TOOLS & EQUIPMENT

- Are grinders, saws, and similar equipment provided with appropriate safety guards?
- Are power tools used with the correct shield, guard or attachment recommended by the manufacturer?
- Are portable circular saws equipped with guards above and below the base shoe?
- Are circular saw guards checked to assure they are not wedged up, thus leaving the lower portion of the blade unguarded?
- Are rotating or moving parts of equipment guarded to prevent physical contact?
- Are all cord-connected, electrically operated tools and equipment effectively grounded or of the approved double insulated type?
- Are effective guards in place over belts, pulleys, chains, and sprockets, on equipment such as concrete mixers, air compressors, and the like?
- Are portable fans provided with full guards or screens having openings 1/2 inch or less?
- Is hoisting equipment available and used for lifting heavy objects, and are hoist ratings and characteristics appropriate for the task?
- Are ground-fault circuit interrupters provided on all temporary electrical 15 and 20 ampere circuits, used during periods of construction?
- Are pneumatic and hydraulic hoses on power-operated tools checked regularly for deterioration or damage?

## ABRASIVE WHEEL EQUIPMENT GRINDERS

- Is the work rest used and kept adjusted to within 1/8 inch of the wheel?
- Is the adjustable tongue on the top side of the grinder used and kept adjusted to within 1/4 inch of the wheel?
- Do side guards cover the spindle, nut, and flange and 75 percent of the wheel diameter?
- Are bench and pedestal grinders permanently mounted?
- Are goggles or face shields always worn when grinding?
- Is the maximum RPM rating of each abrasive wheel compatible with the RPM rating of the grinder motor?
- Are fixed or permanently mounted grinders connected to their

electrical supply system with metallic conduit or other permanent wiring method?

- Does each grinder have an individual on and off control switch?
- Is each electrically operated grinder effectively grounded?
- Before new abrasive wheels are mounted, are they visually inspected and ring tested?
- Are dust collectors and powered exhausts provided on grinders used in operations that produce large amounts of dust?
- Are splashguards mounted on grinders that use coolant, to prevent the coolant reaching employees?
- Is cleanliness maintained around grinder?

## POWDER ACTUATED TOOLS

- Are employees who operate powder-actuated tools trained in their use and carry a valid operator's card?
- Do the powder-actuated tools being used have written approval of the Division of Occupational Safety and Health?
- Is each powder-actuated tool stored in its own locked container when not being used?
- Is a sign at least 7" by 10" with bold type reading "POWDER-ACTUATED TOOL IN USE" conspicuously posted when the tool is being used?
- Are powder-actuated tools left unloaded until they are actually ready to be used?
- Are powder-actuated tools inspected for obstructions or defects each day before use?
- Do powder-actuated tools operators have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors?

## MACHINE GUARDING

- Is there a training program to instruct employees on safe methods of machine operation?
- Is there adequate supervision to ensure that employees are following safe machine operating procedures?
- Is there a regular program of safety inspection of machinery and equipment?
- Is all machinery and equipment kept clean and properly maintained?
- Is sufficient clearance provided around and between machines to allow for safe operations, set up and servicing, material handling and waste removal?
- Is equipment and machinery securely placed and anchored, when necessary to prevent tipping or other movement that could result in personal injury?
- Is there a power shut-off switch within reach of the operator's position at each machine?
- Can electric power to each machine be locked out for maintenance, repair, or security?
- Are the noncurrent-carrying metal parts of electrically operated machines bonded and grounded?
- Are foot-operated switches guarded or arranged to prevent accidental actuation by personnel or falling objects?
- Are manually operated valves and switches controlling the operation of equipment and machines clearly identified and readily

accessible?

- Are all emergency stop buttons colored red?
- Are all pulleys and belts that are within 7 feet of the floor or working level properly guarded?
- Are all moving chains and gears properly guarded?
- Are splashguards mounted on machines that use coolant, to prevent the coolant from reaching employees?
- Are methods provided to protect the operator and other employees in the machine area from hazards created at the point of operation, ingoing nip points, rotating parts, flying chips, and sparks?
- Are machinery guards secure and so arranged that they do not offer a hazard in their use?
- If special hand tools are used for placing and removing material, do they protect the operator's hands?
- Are revolving drums, barrels, and containers required to be guarded by an enclosure that is interlocked with the drive mechanism, so that revolution cannot occur unless the guard enclosure is in place, so guarded?
- Do arbors and mandrels have firm and secure bearings and are they free from play?
- Are provisions made to prevent machines from automatically starting when power is restored after a power failure or shutdown?
- Are machines constructed so as to be free from excessive vibration when the largest size tool is mounted and run at full speed?
- If machinery is cleaned with compressed air, is air pressure controlled and personal protective equipment or other safeguards used to protect operators and other workers from eye and body injury?
- Are fan blades protected with a guard having openings no larger than 1/2 inch, when operating within 7 feet of the floor?
- Are saws used for ripping, equipped with anti-kick back devices and spreaders?
- Are radial arm saws so arranged that the cutting head will gently return to the back of the table when released?

## LOCKOUT BLOCKOUT PROCEDURES

- Is all machinery or equipment capable of movement, required to be de-energized or disengaged and blocked or locked out during cleaning, servicing, adjusting or setting up operations, whenever required?
- Is the locking-out of control circuits in lieu of locking-out main power disconnects prohibited?
- Are all equipment control valve handles provided with a means for locking-out?
- Does the lockout procedure require that stored energy (i.e., mechanical, hydraulic, air,) be released or blocked before equipment is locked-out for repairs?
- Are appropriate employees provided with individually keyed personal safety locks?
- Are employees required to keep personal control of their key(s) while they have safety locks in use?
- Is it required that employees check the safety of the lockout by attempting a start up after making sure no one is exposed?

- Where the power disconnecting means for equipment does not also disconnect the electrical control circuit?
- Are the appropriate electrical enclosures identified?
- Is means provide to assure the control circuit can also be disconnected and locked out?

## WELDING, CUTTING & BRAZING

- Are only authorized and trained personnel permitted to use welding, cutting or brazing equipment?
- Do all operators have a copy of the appropriate operating instructions and are they directed to follow them?
- Are compressed gas cylinders regularly examined for obvious signs of defects, deep rusting, or leakage?
- Is care used in handling and storage of cylinders, safety valves, relief valves, and the like, to prevent damage?
- Are precautions taken to prevent the mixture of air or oxygen with flammable gases, except at a burner or in a standard torch?
- Is only approved apparatus (torches, regulators, pressure-reducing valves, acetylene generators, manifolds) used?
- Are cylinders kept away from sources of heat?
- Is it prohibited to use cylinders as rollers or supports?
- Are empty cylinders appropriately marked their valves closed and valve-protection caps on?
- Are signs reading: DANGER NO-SMOKING, MATCHES, OR OPEN LIGHTS, or the equivalent posted?
- Are cylinders, cylinder valves, couplings, regulators, hoses, and apparatus keep free of oily or greasy substances?
- Is care taken not to drop or strike cylinders?
- Unless secured on special trucks, are regulators removed and valve-protection caps put in place before moving cylinders?
- Do cylinders without fixed hand wheels have keys, handles, or non-adjustable wrenches on stem valves when in service?
- Are liquefied gases stored and shipped valve-end up with valve covers in place?
- Are employees instructed to never crack a fuel-gas cylinder valve near sources of ignition?
- Before a regulator is removed, is the valve closed and gas released from the regulator?
- Is red used to identify the acetylene (and other fuel-gas) hose, green for oxygen hose, and black for inert gas and air hose?
- Are pressure-reducing regulators used only for the gas and pressures for which they are intended?
- Is open circuit (No Load) voltage of arc welding and cutting machines as low as possible and not in excess of the recommended limits?
- Under wet conditions, are automatic controls for reducing no-load voltage used?
- Is grounding of the machine frame and safety ground connections of portable machines checked periodically?
- Are electrodes removed from the holders when not in use?
- Is it required that electric power to the welder be shut off when no one is in attendance?
- Is suitable fire extinguishing equipment available for immediate use?

- Is the welder forbidden to coil or loop welding electrode cable around his body?
- Are wet machines thoroughly dried and tested before being used?
- Are work and electrode lead cables frequently inspected for wear and damage, and replaced when needed?
- Do means for connecting cables' lengths have adequate insulation?
- When the object to be welded cannot be moved and fire hazards cannot be removed, are shields used to confine heat, sparks, and slag?
- Are firewatchers assigned when welding or cutting is performed, in locations where a serious fire might develop?
- Are combustible floors kept wet, covered by damp sand, or protected by fire-resistant shields?
- When floors are wet down, are personnel protected from possible electrical shock?
- When welding is done on metal walls, are precautions taken to protect combustibles on the other side?
- Before hot work is begun, are used drums, barrels, tanks, and other containers so thoroughly cleaned that no substances remain that could explode, ignite, or produce toxic vapors?
- Is it required that eye protection helmets, hand shields and goggles meet appropriate standards?
- Are employees exposed to the hazards created by welding, cutting, or brazing operations protected with personal protective equipment and clothing?
- Is a check made for adequate ventilation in and where welding or cutting is performed?
- When working in confined places are environmental monitoring tests taken and means provided for quick removal of welders in case of an emergency?

## COMPRESSORS & COMPRESSED AIR

- Are compressors equipped with pressure relief valves, and pressure gauges?
- Are compressor air intakes installed and equipped to ensure that only clean uncontaminated air enters the compressor?
- Are air filters installed on the compressor intake?
- Are compressors operated and lubricated in accordance with the manufacturer's recommendations?
- Are safety devices on compressed air systems checked frequently?
- Before any repair work is done on the pressure system of a compressor, is the pressure bled off and the system locked-out?
- Are signs posted to warn of the automatic starting feature of the compressors?
- Is the belt drive system totally enclosed to provide protection for the front, back, top, and sides?
- Is it strictly prohibited to direct compressed air towards a person?
- Are employees prohibited from using highly compressed air for cleaning purposes?
- If compressed air is used for cleaning off clothing, is the pressure reduced to less than 10 psi?
- When using compressed air for cleaning, do employees use personal protective equipment?

- Are safety chains or other suitable locking devices used at couplings of high-pressure hose lines where a connection failure would create a hazard?
- Before compressed air is used to empty containers of liquid, is the safe working pressure of the container checked?
- When compressed air is used with abrasive blast cleaning equipment, is the operating valve a type that must be held open manually?
- When compressed air is used to inflate auto tires, is a clip-on chuck and an inline regulator preset to 40 psi required?
- Is it prohibited to use compressed air to clean up or move combustible dust if such action could cause the dust to be suspended in the air and cause a fire or explosion hazard?

### COMPRESSED AIR RECEIVERS

- Is every receiver equipped with a pressure gauge and with one or more automatic, spring-loaded safety valves?
- Is the total relieving capacity of the safety valve capable of preventing pressure in the receiver from exceeding the maximum allowable working pressure of the receiver by more than 10 percent?
- Is every air receiver provided with a drainpipe and valve at the lowest point for the removal of accumulated oil and water?
- Are compressed air receivers periodically drained of moisture and oil?
- Are all safety valves tested frequently and at regular intervals to determine whether they are in good operating condition?
- Is there a current operating permit issued by the Division of Occupational Safety and Health?
- Is the inlet of air receivers and piping systems kept free of accumulated oil and carbonaceous materials?

### COMPRESSED GAS & CYLINDERS

- Are cylinders with a water weight capacity over 30 pounds equipped with means for connecting a valve protector device, or with a collar or recess to protect the valve?
- Are cylinders legibly marked to clearly identify the gas contained?
- Are compressed gas cylinders stored in areas which are protected from external heat sources such as flame impingement, intense radiant heat, electric arcs, or high temperature lines?
- Are cylinders located or stored in areas where they will not be damaged by passing or falling objects, or subject to tampering by unauthorized persons?
- Are cylinders stored or transported in a manner to prevent them creating a hazard by tipping, falling or rolling?
- Are cylinders containing liquefied fuel gas, stored or transported in a position so that the safety relief device is always in direct contact with the vapor space in the cylinder?
- Are valve protectors always placed on cylinders when the cylinders are not in use or connected for use?
- Are all valves closed off before a cylinder is moved, when the cylinder is empty, and at the completion of each job?
- Are low pressure fuel-gas cylinders checked periodically for corrosion, general distortion, cracks, or any other defect that might indicate a weakness or render it unfit for service?

- Does the periodic check of low-pressure fuel-gas cylinders include a close inspection of the cylinders' bottom?

### HOIST & AUXILIARY EQUIPMENT

- Is each overhead electric hoist equipped with a limit device to stop the hook travel at its highest and lowest point of safe travel?
- Will each hoist automatically stop and hold any load up to 125 percent of its rated load, if its actuating force is removed?
- Is the rated load of each hoist legibly marked and visible to the operator?
- Are stops provided at the safe limits of travel for trolley hoist?
- Are the controls of hoists plainly marked to indicate the direction of travel or motion?
- Is each cage-controlled hoist equipped with an effective warning device?
- Are close-fitting guards or other suitable devices installed on hoist to assure hoist ropes will be maintained in the sheave grooves?
- Are all hoist chains or ropes of sufficient length to handle the full range of movement for the application while still maintaining two full wraps on the drum at all times?
- Are nip points or contact points between hoist ropes and sheaves which are permanently located within 7 feet of the floor, ground or working platform, guarded?
- Is it prohibited to use chains or rope slings that are kinked or twisted?
- Is it prohibited to use the hoist rope or chain wrapped around the load as a substitute, for a sling?
- Is the operator instructed to avoid carrying loads over people?
- Are only employees who have been trained in the proper use of hoists allowed to operate them?

### INDUSTRIAL TRUCKS - FORKLIFTS

- Are only trained personnel allowed to operate industrial trucks?
- Is substantial overhead protective equipment provided on high lift rider equipment?
- Are the required lift truck operating rules posted and enforced?
- Is directional lighting provided on each industrial truck that operates in an area with less than 2-foot candles per square foot of general lighting?
- Does each industrial truck have a warning horn, whistle, gong or other device which can be clearly heard above the normal noise in the areas where operated?
- Are the brakes on each industrial truck capable of bringing the vehicle to a complete and safe stop when fully loaded?
- Will the industrial truck's parking brake effectively prevent the vehicle from moving when unattended?
- Are industrial trucks operating in areas where flammable gases or vapors, or combustible dust or ignitable fibers may be present in the atmosphere, approved for such locations?
- Are motorized hand and hand/rider trucks so designed that the brakes are applied, and power to the drive motor shuts off when the operator releases his/her grip on the device that controls the travel?

- Are industrial trucks with internal combustion engine operated in buildings or enclosed areas, carefully checked to ensure such operations do not cause harmful concentration of dangerous gases or fumes?

## SPRAYING OPERATIONS

- Is adequate ventilation assured before spray operations are started?
- Is mechanical ventilation provided when spraying operation is done in enclosed areas?
- When mechanical ventilation is provided during spraying operations, is it so arranged that it will not circulate the contaminated air?
- Is the spray area free of hot surfaces?
- Is the spray area at least 20 feet from flames, sparks, operating electrical motors and other ignition sources?
- Are portable lamps used to illuminate spray areas suitable for use in a hazardous location?
- Is approved respiratory equipment provided and used when appropriate during spraying operations?
- Do solvents used for cleaning have a flash point of 100°F or more?
- Are fire control sprinkler heads kept clean?
- Are "NO SMOKING" signs posted in spray areas, paint rooms, paint booths, and paint storage areas?
- Is the spray area kept clean of combustible residue?
- Are spray booths constructed of metal, masonry, or other substantial noncombustible material?
- Are spray booth floors and baffles noncombustible and easily cleaned?
- Is infrared drying apparatus kept out of the spray area during spraying operations?
- Is the spray booth completely ventilated before using the drying apparatus?
- Is the electric drying apparatus properly grounded?
- Are lighting fixtures for spray booths located outside of the booth and the interior lighted through sealed clear panels?
- Are the electric motors for exhaust fans placed outside booths or ducts?
- Are belts and pulleys inside the booth fully enclosed?
- Do ducts have access doors to allow cleaning?
- Do all drying spaces have adequate ventilation?

## ENTERING CONFINED SPACES

- Are confined spaces thoroughly emptied of any corrosive or hazardous substances, such as acids or caustics, before entry?
- Before entry, are all lines to a confined space, containing inert, toxic, flammable, or corrosive materials valved off and blanked or disconnected and separated?
- Is it required that all impellers, agitators, or other moving equipment inside confined spaces be locked-out if they present a hazard?

- Is either natural or mechanical ventilation provided prior to confined space entry?

- Before entry, are appropriate atmospheric tests performed to check for oxygen deficiency, toxic substance and explosive concentrations in the confined space before entry?

- Is adequate illumination provided for the work to be performed in the confined space?

- Is the atmosphere inside the confined space frequently tested or continuously monitor during conduct of work?

- Is there an assigned safety standby employee outside of the confined space, whose sole responsibility is to watch the work in progress, sound an alarm if necessary, and render assistance?

- Is the standby employee or other employees prohibited from entering the confined space without lifelines and respiratory equipment if there is any questions as to the cause of an emergency?

- In addition to the standby employee, is there at least one other trained rescuer in the vicinity?

- Are all rescuers appropriately trained and using approved, recently inspected equipment?

- Does all rescue equipment allow for lifting employees vertically from a top opening?

- Are there trained personnel in First Aid and CPR immediately available?

- Is there an effective communication system in place whenever respiratory equipment is used and the employee in the confined space is out of sight of the standby person?

- Is approved respiratory equipment required if the atmosphere inside the confined space cannot be made acceptable?

- Is all portable electrical equipment used inside confined spaces either grounded and insulated, or equipped with ground fault protection?

- Before gas welding or burning is started in a confined space, are hoses checked for leaks, compressed gas bottles forbidden inside of the confined space, torches lighted only outside of the confined area and the confined area tested for an explosive atmosphere each time before a lighted torch is to be taken into the confined space?

- If employees will be using oxygen-consuming equipment such as salamanders, torches, furnaces, in a confined space, is sufficient air provided to assure combustion without reducing the oxygen concentration of the atmosphere below 19.5 percent by volume?

- Whenever combustion-type equipment is used in confined space, are provisions made to ensure the exhaust gases are vented outside of the enclosure?

- Is each confined space checked for decaying vegetation or animal matter, which may produce methane?

- Is the confined space checked for possible industrial waste, which could contain toxic properties?

- If the confined space is below the ground and near areas where motor vehicles will be operating, is it possible for vehicle exhaust or carbon monoxide to enter the space?

## ENVIRONMENTAL CONTROLS

- Are all work areas properly illuminated?

- Are employees instructed in proper first aid and other emergency procedures?
- Are hazardous substances identified which may cause harm by inhalation, ingestion, skin absorption or contact?
- Are employees aware of the hazards involved with the various chemicals they may be exposed to in their work environment, such as ammonia, chlorine, epoxies, and caustics?
- Is employee exposure to chemicals in the workplace kept within acceptable levels?
- Can a less harmful method or product be used?
- Is the work area's ventilation system appropriate for the work being performed?
- Are spray painting operations done in spray rooms or booths equipped with an appropriate exhaust system?
- Is employee exposure to welding fumes controlled by ventilation, use of respirators, exposure time, or other means?
- Are welders and other workers nearby provided with flash shields during welding operations?
- If forklifts and other vehicles are used in buildings or other enclosed areas, are the carbon monoxide levels kept below maximum acceptable concentration?
- Has there been a determination that noise levels in the facilities are within acceptable levels?
- Are steps being taken to use engineering controls to reduce excessive noise levels?
- Are proper precautions being taken when handling asbestos and other fibrous materials?
- Are caution labels and signs used to warn of asbestos?
- Are wet methods used, when practicable, to prevent the emission of airborne asbestos fibers, silica dust and similar hazardous materials?
- Is vacuuming with appropriate equipment used whenever possible rather than blowing or sweeping dust?
- Are grinders, saws, and other machines that produce respirable dusts vented to an industrial collector or central exhaust system?
- Are all local exhaust ventilation systems designed and operating properly such as airflow and volume necessary for the application? Are the ducts free of obstructions or the belts slipping?
- Is personal protective equipment provided, used and maintained wherever required?
- Are there written standard operating procedures for the selection and use of respirators where needed?
- Are restrooms and washrooms kept clean and sanitary?
- Is all water provided for drinking, washing, and cooking potable?
- Are all outlets for water not suitable for drinking clearly identified?
- Are employees' physical capacities assessed before being assigned to jobs requiring heavy work?
- Are employees instructed in the proper manner of lifting heavy objects?
- Where heat is a problem, have all fixed work areas been provided

with spot cooling or air conditioning?

- Are employees screened before assignment to areas of high heat to determine if their health condition might make them more susceptible to having an adverse reaction?
- Are employees working on streets and roadways where they are exposed to the hazards of traffic, required to wear bright colored (traffic orange) warning vest?
- Are exhaust stacks and air intakes located so that contaminated air will not be recirculated within a building or other enclosed area?
- Is equipment producing ultra-violet radiation properly shielded?

## FLAMMABLE & COMBUSTIBLE MATERIALS

- Are combustible scrap, debris and waste materials (i.e., oily rags) stored in covered metal receptacles and removed from the worksite promptly?
- Is proper storage practiced to minimize the risk of fire including spontaneous combustion?
- Are approved containers and tanks used for the storage and handling of flammable and combustible liquids?
- Are all connections on drums and combustible liquid piping, vapor and liquid tight?
- Are all flammable liquids kept in closed containers when not in use (e.g., parts cleaning tanks, pans)?
- Are bulk drums of flammable liquids grounded and bonded to containers during dispensing?
- Do storage rooms for flammable and combustible liquids have explosion-proof lights?
- Do storage rooms for flammable and combustible liquids have mechanical or gravity ventilation?
- Is liquefied petroleum gas stored, handled, and used in accordance with safe practices and standards?
- Are liquefied petroleum storage tanks guarded to prevent damage from vehicles?
- Are all solvent wastes and flammable liquids kept in fire-resistant covered containers until they are removed from the worksite?
- Is vacuuming used whenever possible rather than blowing or sweeping combustible dust?
- Are fire separators placed between containers of combustibles or flammables, when stacked one upon another, to assure their support and stability?
- Are fuel gas cylinders and oxygen cylinders separated by distance, fire resistant barriers or other means while in storage?
- Are fire extinguishers selected and provided for the types of materials in areas where they are to be used?  
Class A: Ordinary combustible material fires. Class B: Flammable liquid, gas or grease fires. Class C: Energized-electrical equipment fires.
- If a Halon 1301 fire extinguisher is used, can employees evacuate within the specified time for that extinguisher?
- Are appropriate fire extinguishers mounted within 75 feet of outside areas containing flammable liquids, and within 10 feet of any inside

storage area for such materials?

- Is the transfer/withdrawal of flammable or combustible liquids performed by trained personnel?
- Are fire extinguishers mounted so that employees do not have to travel more than 75 feet for a class "A" fire or 50 feet for a class "B" fire?
- Are employees trained in the use of fire extinguishers?
- Are extinguishers free from obstructions or blockage?
- Are all extinguishers serviced, maintained and tagged at intervals not to exceed one year?
- Are all extinguishers fully charged and in their designated places?
- Is a record maintained of required monthly checks of extinguishers?
- Where sprinkler systems are permanently installed, are the nozzle heads directed or arranged so that water will not be sprayed into operating electrical switchboards and equipment?
- Are "NO SMOKING" signs posted where appropriate in areas where flammable or combustible materials are used or stored?
- Are "NO SMOKING" signs posted on liquefied petroleum gas tanks?
- Are "NO SMOKING" rules enforced in areas involving storage and use of flammable materials?
- Are safety cans used for dispensing flammable or combustible liquids at a point of use?
- Are all spills of flammable or combustible liquids cleaned up promptly?
- Are storage tanks adequately vented to prevent the development of excessive vacuum or pressure as a result of filling, emptying, or atmosphere temperature changes?
- Are storage tanks equipped with emergency venting that will relieve excessive internal pressure caused by fire exposure?
- Are spare portable or butane tanks, which are used by industrial trucks stored in accord with regulations?

## FIRE PROTECTION

- Do you have a fire prevention plan?
- Does your plan describe the type of fire protection equipment and/or systems?
- Have you established practices and procedures to control potential fire hazards and ignition sources?
- Are employees aware of the fire hazards of the material and processes to which they are exposed?
- Is your local fire department well acquainted with your facilities, location and specific hazards?
- If you have a fire alarm system, is it tested at least annually?
- If you have a fire alarm system, is it certified as required?
- If you have interior standpipes and valves, are they inspected regularly?
- If you have outside private fire hydrants, are they flushed at least once a year and on a routine preventive maintenance schedule?

- Are fire doors and shutters in good operating condition?
- Are fire doors and shutters unobstructed and protected against obstructions, including their counterweights?
- Are fire door and shutter fusible links in place?
- Are automatic sprinkler system water control valves, air and water pressures checked weekly/periodically as required?
- Is maintenance of automatic sprinkler system assigned to responsible persons or to a sprinkler contractor?
- Are sprinkler heads protected by metal guards, when exposed to physical damage?
- Is proper clearance maintained below sprinkler heads?
- Are portable fire extinguishers provided in adequate number and type?
- Are fire extinguishers mounted in readily accessible locations?
- Are fire extinguishers recharged regularly and noted on the inspection tag?
- Are employees periodically instructed in the use of extinguishers and fire protection procedures?

## HAZARDOUS EXPOSURES

- Are employees trained in the safe handling practices of hazardous chemicals such as acids, caustics, and the like?
- Are employees aware of the potential hazards involving various chemicals stored or used in the workplace--such as acids, bases, caustics, epoxies, and phenols?
- Is employee exposure to chemicals kept within acceptable levels?
- Are eye wash fountains and safety showers provided in areas where corrosive chemicals are handled?
- Are all containers, such as vats and storage tanks labeled as to their contents--e.g., "CAUSTICS"?
- Are all employees required to use personal protective clothing and equipment when handling chemicals (i.e., gloves, eye protection, and respirators)?
- Are flammable or toxic chemicals kept in closed containers when not in use?
- Are chemical piping systems clearly marked as to their content?
- Where corrosive liquids are frequently handled in open containers or drawn from storage vessels or pipelines, is adequate means readily available for neutralizing or disposing of spills or overflows properly and safely?
- Have standard operating procedures been established and are they being followed when cleaning up chemical spills?
- Where needed for emergency use, are respirators stored in a convenient, clean and sanitary location?
- Are respirators intended for emergency use adequate for the various uses for which they may be needed?
- Are employees prohibited from eating in areas where hazardous chemicals are present?
- Is personal protective equipment provided, used and maintained

## CHEMICAL

whenever necessary?

- Are there written standard operating procedures for the selection and use of respirators where needed?
- If you have a respirator protection program, are your employees instructed on the correct usage and limitations of the respirators?
- Are the respirators NIOSH approved for this particular application?
- Are they regularly inspected and cleaned, sanitized and maintained?
- If hazardous substances are used in your processes, do you have a medical or biological monitoring system in operation?
- Are you familiar with the Threshold Limit Values or Permissible Exposure Limits of airborne contaminants and physical agents used in your workplace?
- Have control procedures been instituted for hazardous materials, where appropriate, such as respirators, ventilation systems, handling practices, and the like?
- Whenever possible, are hazardous substances handled in properly designed and exhausted booths or similar locations?
- Do you use general dilution or local exhaust ventilation systems to control dusts, vapors, gases, fumes, smoke, solvents or mists which may be generated in your workplace?
- Is ventilation equipment provided for removal of contaminants from such operations as production grinding, buffing, spray painting, and/or vapor decreasing, and is it operating properly?
- Do employees complain about dizziness, headaches, nausea, irritation, or other factors of discomfort when they use solvents or other chemicals?
- Is there a dermatitis problem—do employees complain about skin dryness, irritation, or sensitization?
- Have you considered the use of an industrial hygienist or environmental health specialist to evaluate your operation?
- If internal combustion engines are used, is carbon monoxide kept within acceptable levels?
- Is vacuuming used, rather than blowing or sweeping dusts whenever possible for clean up?
- Are materials, which give off toxic, asphyxiant, suffocating or anesthetic fumes, stored in remote or isolated locations when not in use?

## HAZARDOUS SUBSTANCES COMMUNICATION

- Is there a list of hazardous substances used in your workplace?
- Is there a written hazard communication program dealing with Safety Data Sheets (SDS) labeling, and employee training?
- Who is responsible for SDSs, container labeling, employee training?
- Is each container for a hazardous substance (i.e., vats, bottles, storage tanks,) labeled with product identity and a hazard warning (communication of the specific health hazards and physical hazards)?
- Is there a Safety Data Sheet readily available for each hazardous

substance used?

- How will you inform other employers whose employees share the same work area where the hazardous substances are used?
- Is there an employee training program for hazardous substances?
- Does this program include:
  - An explanation of what an SDS is and how to use and obtain one?
  - SDS contents for each hazardous substance or class of substances?
  - Explanation of "Right to Know"?
  - Identification of where employees can see the employer's written hazard communication program and where hazardous substances are present in their work area?
  - The physical and health hazards of substances in the work area, how to detect their presence, and specific protective measures to be used?
  - Details of the hazard communication program, including how to use the labeling system and SDSs?
  - How employees will be informed of hazards of non-routine tasks, and hazards of unlabeled pipes?

## ELECTRICAL

- Are your workplace electricians familiar with the Cal/OSHA Electrical Safety Orders?
- Do you specify compliance with Cal/OSHA for all contract electrical work?
- Are all employees required to report as soon as practicable any obvious hazard to life or property observed in connection with electrical equipment or lines?
- Are employees instructed to make preliminary inspections and/or appropriate tests to determine what conditions exist before starting work on electrical equipment or lines?
- When electrical equipment or lines are to be serviced, maintained or adjusted, are necessary switches opened, locked-out and tagged whenever possible?
- Are portable electrical tools and equipment grounded or of the double insulated type?
- Are electrical appliances such as vacuum cleaners, polishers, vending machines grounded?
- Do extension cords being used have a grounding conductor?
- Are multiple plug adapters prohibited?
- Are ground-fault circuit interrupters installed on each temporary 15 or 20 amperes, 120-volt AC circuit at locations where construction, demolition, modifications, alterations or excavations are being performed?
- Are all temporary circuits protected by suitable disconnecting switches or plug connectors at the junction with permanent wiring?
- Is exposed wiring and cords with frayed or deteriorated insulation repaired or replaced promptly?
- Are flexible cords and cables free of splices or taps?
- Are clamps or other securing means provided on flexible cords or cables at plugs, receptacles, tools, and equipment and is the cord jacket securely held in place?
- Are all cord, cable and raceway connections intact and secure?

- In wet or damp locations, are electrical tools and equipment appropriate for the use or location or otherwise protected?
- Is the location of electrical power lines and cables (overhead, underground, underfloor, other side of walls) determined before digging, drilling or similar work is begun?
- Are metal measuring tapes, ropes, handlines or similar devices with metallic thread woven into the fabric prohibited where they could come in contact with energized parts of equipment or circuit conductors?
- Is the use of metal ladders prohibited in area where the ladder or the person using the ladder could come in contact with energized parts of equipment, fixtures or circuit conductors?
- Are all disconnecting switches and circuit breakers labeled to indicate their use or equipment served?
- Are disconnecting means always opened before fuses are replaced?
- Do all interior wiring systems include provisions for grounding metal parts of electrical raceways, equipment and enclosures?
- Are all electrical raceways and enclosures securely fastened in place?
- Are all energized parts of electrical circuits and equipment guarded against accidental contact by approved cabinets or enclosures?
- Is sufficient access and working space provided and maintained about all electrical equipment to permit ready and safe operations and maintenance?
- Are all unused openings (including conduit knockouts) in electrical enclosures and fittings closed with appropriate covers, plugs or plates?
- Are electrical enclosures such as switches, receptacles, junction boxes, etc., provided with tight-fitting covers or plates?
- Are disconnecting switches for electrical motors in excess of two horsepower, capable of opening the circuit when the motor is in a stalled condition, without exploding? (Switches must be horsepower rated equal to or in excess of the motor hp rating).
- Is low voltage protection provided in the control device of motors driving machines or equipment, which could cause probably injury from inadvertent starting?
- Is each motor disconnecting switch or circuit breaker located within sight of the motor control device?
- Is each motor located within sight of its controller or the controller disconnecting means capable of being locked in the open position or is a separate disconnecting means installed in the circuit within sight of the motor?
- Is the controller for each motor in excess of two horsepower, rated in horsepower equal to or in excess of the rating of the motor it serves?
- Are employees who regularly work on or around energized electrical equipment or lines instructed in the cardiopulmonary resuscitation (CPR) methods?
- Are employees prohibited from working alone on energized lines or equipment over 600 volts?

## NOISE

- Are there areas in the workplace where continuous noise levels exceed 85 dBA? (To determine maximum allowable levels for intermittent or impact noise, see Title 8, Section 5097.)

- Are noise levels being measured using a sound level meter or an octave band analyzer and records being kept?
- Have you tried isolating noisy machinery from the rest of your operation?
- Have engineering controls been used to reduce excessive noise levels?
- Where engineering controls are determined not feasible, are administrative controls (i.e., worker rotation) being used to minimize individual employee exposure to noise?
- Is there an ongoing preventive health program to educate employees in safe levels of noise and exposure, effects of noise on their health, and use of personal protection?
- Is the training repeated annually for employees exposed to continuous noise above 85 dBA?
- Have work areas where noise levels make voice communication between employees difficult been identified and posted?
- Is approved hearing protective equipment (noise attenuating devices) available to every employee working in areas where continuous noise levels exceed 85 dBA?
- If you use ear protectors, are employees properly fitted and instructed in their use and care?
- Are employees exposed to continuous noise above 85 dBA given periodic audiometric testing to ensure that you have an effective hearing protection system?

## FUELING

- Is it prohibited to fuel an internal combustion engine with a flammable liquid while the engine is running?
- Are fueling operations done in such a manner that likelihood of spillage will be minimal?
- When spillage occurs during fueling operations, is the spilled fuel cleaned up completely, evaporated, or other measures taken to control vapors before restarting the engine?
- Are fuel tank caps replaced and secured before starting the engine?
- In fueling operations is there always metal contact between the container and fuel tank?
- Are fueling hoses of a type designed to handle the specific type of fuel?
- Is it prohibited to handle or transfer gasoline in open containers?
- Are open lights, open flames, or sparking or arcing equipment prohibited near fueling or transfer of fuel operations?
- Is smoking prohibited in the vicinity of fueling operations?
- Are fueling operations prohibited in building or other enclosed areas that are not specifically ventilated for this purpose?
- Where fueling or transfer of fuel is done through a gravity flow system, are the nozzles of the self-closing type?

## IDENTIFICATION OF PIPING SYSTEMS

- When nonpotable water is piped through a facility, are outlets or taps posted to alert employees that it is unsafe and not to be used for drinking, washing or other personal use?

- When hazardous substances are transported through above ground piping, is each pipeline identified at points where confusion could introduce hazards to employees?
- When pipelines are identified by color painting, are all visible parts of the line so identified?
- When pipelines are identified by color painted bands or tapes, are the bands or tapes located at reasonable intervals and at each outlet, valve or connection?
- When pipelines are identified by color, is the color code posted at all locations where confusion could introduce hazards to employees?
- When the contents of pipelines are identified by name or name abbreviation, is the information readily visible on the pipe near each valve or outlet?
- When pipelines carrying hazardous substances are identified by tags, are the tags constructed of durable materials, the message carried clearly and permanently distinguishable and are tags installed at each valve or outlet?
- When pipelines are heated by electricity, steam or other external source, are suitable warning signs or tags placed at unions, valves, or other serviceable parts of the system?

## MATERIAL HANDLING

- Is there safe clearance for equipment through aisles and doorways?
- Are aisles designated, permanently marked, and kept clear to allow unhindered passage?
- Are motorized vehicles and mechanized equipment inspected daily or prior to use?
- Are vehicles shut off and brakes set prior to loading or unloading?
- Are containers or combustibles or flammables, when stacked while being moved, always separated by dunnage sufficient to provide stability?
- Are dock boards (bridge plates) used when loading or unloading operations are taking place between vehicles and docks?
- Are trucks and trailers secured from movement during loading and unloading operations?
- Are dock plates and loading ramps constructed and maintained with sufficient strength to support imposed loading?
- Are hand trucks maintained in safe operating condition?
- Are chutes equipped with sideboards of sufficient height to prevent the materials being handled from falling off?
- Are chutes and gravity roller sections firmly placed or secured to prevent displacement?
- At the delivery end of rollers or chutes, are provisions made to brake the movement of the handled materials.
- Are pallets usually inspected before being loaded or moved?
- Are hooks with safety latches or other arrangements used when hoisting materials so that slings or load attachments won't accidentally slip off the hoist hooks?
- Are securing chains, ropes, chockers or slings adequate for the job to be performed?
- When hoisting material or equipment, are provisions made to assure no one will be passing under the suspended loads?

- Are Safety Data Sheets available to employees handling hazardous substances?

## TRANSPORTING EMPLOYEES & MATERIALS

- Do employees who operate vehicles on public thoroughfares have valid operator's licenses?
- When seven or more employees are regularly transported in a van, bus or truck, is the operator's license appropriate for the class of vehicle being driven?
- Is each van, bus or truck used regularly to transport employees, equipped with an adequate number of seats?
- When employees are transported by truck, are provision provided to prevent their falling from the vehicle?
- Are vehicles used to transport employees, equipped with lamps, brakes, horns, mirrors, windshields and turn signals in good repair?
- Are transport vehicles provided with handrails, steps, stirrups or similar devices, so placed and arranged that employees can safely mount or dismount?
- Are employee transport vehicles equipped at all times with at least two reflective type flares?
- Is a full charged fire extinguisher, in good condition, with at least 4 B:C rating maintained in each employee transport vehicle?
- When cutting tools with sharp edges are carried in passenger compartments of employee transport vehicles, are they placed in closed boxes or containers which are secured in place?
- Are employees prohibited from riding on top of any load, which can shift, topple, or otherwise become unstable?

## CONTROL OF HARMFUL SUBSTANCES BY VENTILATION

- Is the volume and velocity of air in each exhaust system sufficient to gather the dusts, fumes, mists, vapors or gases to be controlled, and to convey them to a suitable point of disposal?
- Are exhaust inlets, ducts and plenums designed, constructed, and supported to prevent collapse or failure of any part of the system?
- Are clean-out ports or doors provided at intervals not to exceed 12 feet in all horizontal runs of exhaust ducts?
- Where two or more different type of operations are being controlled through the same exhaust system, will the combination of substances being controlled, constitute a fire, explosion or chemical reaction hazard in the duct?
- Is adequate makeup air provided to areas where exhaust systems are operating?
- Is the intake for makeup air located so that only clean, fresh air, which is free of contaminants, will enter the work environment?
- Where two or more ventilation systems are serving a work area, is their operation such that one will not offset the functions of the other?

## SANITIZING EQUIPMENT & CLOTHING

- Is personal protective clothing or equipment, that employees are

required to wear or use, of a type capable of being easily cleaned and disinfected?

- Are employees prohibited from interchanging personal protective clothing or equipment, unless it has been properly cleaned?
- Are machines and equipment, which processes, handle or apply materials that could be injurious to employees, cleaned and/or decontaminated before being overhauled or placed in storage?
- Are employees prohibited from smoking or eating in any area where contaminants are present that could be injurious if ingested?
- When employees are required to change from street clothing into protective clothing, is a clean changeroom with separate storage facility for street and protective clothing provided?
- Are employees required to shower and wash their hair as soon as possible after a known contact has occurred with a carcinogen?
- When equipment, materials, or other items are taken into or removed from a carcinogen regulated area, is it done in a manner that will not contaminate non-regulated areas or the external environment?

## TIRE INFLATION

- Where tires are mounted and/or inflated on drop center wheels is a safe practice procedure posted and enforced?
- Where tires are mounted and/or inflated on wheels with split rims and/or retainer rings is a safe practice procedure posted and enforced?
- Does each tire inflation hose have a clip-on chuck with at least 24 inches of hose between the chuck and an in-line hand valve and gauge?
- Does the tire inflation control valve automatically shut off the airflow when the valve is released?
- Is a tire restraining device such as a cage, rack or other effective means used while inflating tires mounted on split rims, or rims using retainer rings?
- Are employees strictly forbidden from taking a position directly over or in front of a tire while it's being inflated?

## EMERGENCY ACTION PLAN

- Are you required to have an emergency action plan?
- Does the emergency action plan comply with requirements of T8CCR 3220(a)?
- Have emergency escape procedures and routes been developed and communicated to all employees?
- Do employees, who remain to operate critical plant operations before they evacuate, know the proper procedures?
- Is the employee alarm system that provides a warning for emergency action recognizable and perceptible above ambient conditions?
- Are alarm systems properly maintained and tested regularly?
- Is the emergency action plan reviewed and revised periodically?
- Do employees know their responsibilities:
  - For reporting emergencies?
  - During an emergency?

- For conducting rescue and medical duties?

## INFECTION CONTROL

- Are employees potentially exposed to infectious agents in body fluids?
- Have occasions of potential occupational exposure been identified and documented?
- Has a training and information program been provided for employees exposed to or potentially exposed to blood and/or body fluids?
- Have infection control procedures been instituted where appropriate, such as ventilation, universal precautions, workplace practices, and personal protective equipment?
- Are employees aware of specific workplace practices to follow when appropriate? (Hand washing, handling sharp instruments, handling of laundry, disposal of contaminated materials, reusable equipment.)
- Is personal protective equipment provided to employees, and in all appropriate locations?
- Is the necessary equipment (i.e., mouthpieces, resuscitation bags, and other ventilation devices) provided for administering mouth-to-mouth resuscitation on potentially infected patients?
- Are facilities/equipment to comply with workplace practices available, such as hand-washing sinks, biohazard tags and labels, needle containers, detergents/disinfectants to clean up spills?
- Are all equipment and environmental and working surfaces cleaned and disinfected after contact with blood or potentially infectious materials?
- Is infectious waste placed in closable, leak proof containers, bags or puncture-resistant holders with proper labels?
- Has medical surveillance including HBV evaluation, antibody testing and vaccination been made available to potentially exposed employees?
- Training on universal precautions?
- Training on personal protective equipment?
- Training on workplace practices, which should include blood drawing, room cleaning, laundry handling, cleanup of blood spills?
- Training on needlestick exposure/management?
- Hepatitis B vaccinations?

## ERGONOMICS

- Can the work be performed without eyestrain or glare to the employees?
- Does the task require prolonged raising of the arms?
- Do the neck and shoulders have to be stooped to view the task?
- Are there pressure points on any parts of the body (wrists, forearms, back of thighs)?
- Can the work be done using the larger muscles of the body?
- Can the work be done without twisting or overly bending the lower back?

- Are there sufficient rest breaks, in addition to the regular rest breaks, to relieve stress from repetitive-motion tasks?
- Are tools, instruments and machinery shaped, positioned and handled so that tasks can be performed comfortably?
- Are all pieces of furniture adjusted, positioned and arranged to minimize strain on all parts of the body?

## **VENTILATION FOR INDOOR AIR QUALITY**

- Does your HVAC system provide at least the quantity of outdoor air required by the State Building Standards Code, Title 24, Part 2 at the time the building was constructed?
- Is the HVAC system inspected at least annually, and problems corrected?
- Are inspection records retained for at least 5 years?

## **CRANE CHECKLIST**

- Are the cranes visually inspected for defective components?
- prior to the beginning of any work shift?
- Are all electrically operated cranes effectively grounded?
- Is a crane preventive maintenance program established?
- Is the load chart clearly visible to the operator?
- Are operating controls clearly identified?
- Is a fire extinguisher provided at the operator's station?
- Is the rated capacity visibly marked on each crane?
- Is an audible warning device mounted on each crane?
- Is sufficient illumination provided for the operator to perform the work safely?
- Are cranes of such design, that the boom could fall over backward, equipped with boom stops?
- Does each crane have a certificate indicating that required testing and examinations have been performed?
- Are crane inspection and maintenance records maintained and available for inspection?

## HAZARD ASSESSMENT AND CORRECTION RECORD

---

Date of Inspection:[Enter date]      Person Conducting Inspection:[Enter name]

Unsafe Condition or Work Practice:[Provide details, including root causes]

---

Corrective Action Taken:[Provide details, including solutions to root causes]

---

Date of Inspection:[Enter date]      Person Conducting Inspection:[Enter name]

Unsafe Condition or Work Practice:[Provide details, including root causes]

---

Corrective Action Taken:[Provide details, including solutions to root causes]

---

Date of Inspection:[Enter date]      Person Conducting Inspection:[Enter name]

Unsafe Condition or Work Practice:[Provide details, including root causes]

---

Corrective Action Taken:[Provide details, including solutions to root causes]

## ACCIDENT/EXPOSURE INVESTIGATION REPORT

---

Date & Time of Accident: [Enter information]

Location: [Provide details]

Accident Description: [Enter details, including all events that led up to the incident]

---

Workers Involved: [Enter information]

---

The underlying cause(s) of the accident/exposure: [Detail all root causes]

---

Corrective Actions Taken: [Provide details, including potential solutions to the root causes]

Manager Responsible: [Enter name]

Date Completed: [Enter date]



## **DRUG AND ALCOHOL PROGRAM**

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

*Adopted July 2022*

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## **DRUG AND ALCOHOL PROGRAM**

### **A. GENERAL POLICY**

The Sierra Lakes County Water District ("District") has a significant interest in ensuring the health and safety of its employees. It has an obligation to ensure that its employees do not present a safety risk to the general public. Substance abuse can affect job performance and employee and public safety. For these reasons, the District will be firm in identifying and disciplining those employees who do not voluntarily seek assistance and who continue to abuse alcohol or use controlled substances in violation of the following:

1. No District employee who is on duty or on-call for duty will:
  - a. Use, possess, or be under the influence of illegal or unauthorized drugs or other illegal mind-altering substances; or
  - b. Use or be under the influence of alcohol to any extent that would impede the employee's ability to perform his or her duties safely and effectively.
2. No employee will perform duties that, because of drugs taken under a legal prescription, cannot be performed without posing a threat to the health or safety of the employee or others. This includes medications that may impair the employee's ability to operate machinery or motor vehicles.
  - a. Employees will be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed in paragraph 1 and/or 2, above. In addition, when such an employee has already been found in violation of paragraphs 1 and/or 2, above, through the adverse action or medical examination process under this policy, as a result of substance testing under this policy, or by the employee's own admission, the employee will be required to submit to periodic substance testing as a condition of remaining in or returning to District employment.

Employees will refer any questions regarding their rights and obligations under this policy to the District's Drug and Alcohol Program Administrator/Designated Employer Representative, the General Manager. The General Manger's name and contact information can be located at: <https://slcwd.org/governance/staff>.

### **B. SCOPE**

The purpose of this policy is to protect District employees and the public from risks associated with alcohol abuse and controlled substances use. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The Department of Transportation ("DOT") has

implemented "Procedures for Transportation Workplace Drug Testing Programs" (49 CFR, Part 40) and "Controlled Substances and Alcohol Use and Testing" (49 CFR, Part 382). As a condition of employment, all employees are required to abide by the terms of this policy. The regulations mandate urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevent performance of such functions when there is a positive test result.

### **C. APPLICABILITY**

This policy applies to all employees when:

1. they are on District property;
2. performing any District-related business;
3. operating District vehicles or equipment;
4. they are on off-site lunch periods or breaks and scheduled to return to work and/or
5. are on call (subject to call back by the District).

For the purpose of this program, the District has two categories of employees: safety-sensitive and non-safety-sensitive. A safety-sensitive position is defined as any position requiring the use of a commercial driver's license. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

Safety-sensitive employees are subject to pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up controlled substance and/or alcohol testing.

Non-safety-sensitive employees are subject to reasonable suspicion, post-accident, return-to-duty and follow-up controlled substance and/or alcohol testing.

Employees who have not been assigned on-call duties, but are called out after hours to assist the on-call operator, may decline to respond if in the employee's opinion he/she cannot comply with the requirements of the program. Employees who agree to substitute for the assigned on-call operator are subject to the requirements of the program.

Visitors, vendors, contractors, and contracted employees violating this policy will not be permitted to conduct business on District property or projects and will be ordered off District property.

### **D. PROHIBITED SUBSTANCES**

Prohibited substances addressed by this policy include the following:

1. Controlled substances ("drugs") that include, but are not limited to, marijuana, amphetamines, opiates, phencyclidine ("PCP"), and cocaine; and
2. Alcohol, which is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.

#### **E. PROHIBITED CONDUCT**

1. Unlawfully manufacturing, distributing, dispensing, selling, possessing, or consuming a controlled substance or alcohol on District premises, in District vehicles or while conducting or performing District business, regardless of location. This includes while operating or being responsible for the operation, custody or care of District equipment or property or on District property.
2. Reporting to work, being on duty, or being on-call for work while impaired due to on- or off-duty alcohol or drug use. An employee shall not report for work or be on duty or on-call when the employee's Alcohol Concentration level is 0.02 or greater.
3. Reporting for duty or remaining on duty when the employee has used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a vehicle or perform other duties that may be assigned by the District. When taking medication pursuant to a doctor's direction which may affect the employee's ability to perform job related functions, the employee shall promptly disclose this information to his or her supervisor, and the supervisor shall have the authority to restrict or to prohibit an employee from performing any work if there is a reasonable basis to believe that the employee may pose a threat to the safety of himself/herself or to other employees or to the public.
4. Refusal of a request to submit to testing for any alcohol or controlled substance as required by this policy. Refusal can include inability to provide a specimen or breath sample without a valid medical explanation, as well as verbal declaration, obstructive behavior, physical absence resulting in the inability to conduct any test, or refusal to submit to an alternative test when requested to do so.
5. Providing false information in connection with a test, or any attempt to falsify test results through tampering, contamination, adulteration or substitution.
6. Refusal or failure to comply with requirements for treatment or after care for alcohol or substance abuse problems, or for a return to duty.

7. Failure to immediately disclose to the General Manager any criminal conviction regarding use of drugs or alcohol.
8. Knowing disregard by supervisory personnel regarding the requirements of this policy or any deliberate misuse of the policy regarding subordinates.
9. Failure to remain readily available for testing following an accident until released by the General Manager.
10. Consuming alcohol during the eight (8) hours immediately following an accident or until the employee undergoes a post-accident alcohol and/or drug test, whichever occurs first.
11. Consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions or while on duty.
12. Failure to comply with the requirements for any "reasonable suspicion" test as directed by supervisory personnel.

The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. However, the use of any substance which carries any form of warning label which indicates that mental functioning, motor skills, or judgment will be adversely affected shall be reported to supervisory personnel prior to performing any job related duties. Employees shall be responsible for removing themselves from work if they experience any adverse effects from any medication. A legally prescribed drug means that the individual (employee) has a prescription or other written approval from a physician for use of a drug in the course of medical treatment. The prescription or other written approval must include the patient name, the name of the substance and/or medication, quantity/amount to be taken, and the period of authorization for use of the drug or substance. The District shall have the authority to restrict or to prohibit an employee from performing any work where there is a reasonable basis to believe that the employee may pose a threat to the safety of himself/herself, to other employees, or to the public.

#### **F. NOTIFYING THE DISTRICT OF CRIMINAL DRUG CONVICTION**

All employees must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off District premises while conducting District business. A report of conviction must be made to the General Manager within five (5) days after conviction, as mandated by the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990. Failure to report such convictions will subject the employee to discipline, up to and including dismissal.

**G. PRESCRIPTION AND NON-PRESCRIPTION SUBSTANCES**

Using or being under the influence of any legally obtained drug (i.e., prescription) by an employee while performing District business, while on District property, or while on-call is prohibited if such use or influence may affect the safety of the employee, co-workers, members of the public, the employee's job performance, or the safe or efficient operation of the District's business.

An employee may continue to work, even though under the influence of a legal substance, if District management has determined, after consulting with a competent medical authority, that the employee does not pose a threat to their own safety or their co-workers' and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be reassigned to an alternative position, if available, or be required to take a leave of absence or comply with other appropriate action as determined by the District.

**H. VOLUNTARY ADMITTANCE**

Employees who believe they may have a substance abuse problem are encouraged to take the initiative in voluntarily seeking assistance. Those voluntarily seeking help can make a confidential request for assistance to their supervisor. The employee will be referred to a Substance Abuse Professional ("SAP") for evaluation and rehabilitation recommendations. Employees may use accumulated sick leave, vacation time, or compensatory time to participate in a rehabilitation program. The District will not be responsible for program costs.

Employees who admit to alcohol misuse or controlled substances use are not subject to disciplinary measures, provided that the employee does not self-identify in order to avoid testing under the requirements of this program.

After approval from the SAP, the employee may return to work and may be subject to unannounced follow up testing, based on the SAP's recommendations. Any employee failing to complete the program will be subject to termination.

NOTE: Health insurance plans may provide coverage for rehabilitation costs. Health benefits information can be obtained from the General Manager.

**I. SEARCHES**

The District reserves the right to search all places under the common control of the District and employees, and to enlist the assistance of law enforcement personnel in connection with the enforcement of this policy.

## **J. PROPER APPLICATION OF THE POLICY**

The District is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to their subordinates may be subject to disciplinary action, up to and including termination.

## **K. TESTING FOR PROHIBITED SUBSTANCES**

Testing will be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities approved by the Department of Health and Human Services (DHHS) and as required in 49 CFR Parts 40 and 382, as amended.

Controlled substance testing will include marijuana, cocaine, opiates, amphetamines, and PCP. An initial controlled substance screen will be conducted on each specimen. For specimens that test above initial screening thresholds, a confirmatory Gas Chromatography/Mass Spectrometry ("GC/MS") test will be performed. The test will be considered positive if the controlled substance levels are above the minimum thresholds established in the DOT guidelines (49 CFR, Part 40) and/or the levels established in Section U (Definitions) of this document.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing ("EBT") device operated by a trained Breath Alcohol Technician ("BAT"). If the initial test indicates an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from their position for at least 24 hours. A breath alcohol concentration of 0.04 or greater will be considered a positive alcohol test. An Alcohol Concentration level of 0.04 or greater will be considered a positive alcohol test and the employee is subject to disciplinary action(s) described in Section N. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day, whichever is longer, and will be subject to the consequences described in Section N. An Alcohol Concentration level of less than 0.02 is considered a negative test.

### **a. Non-Safety-Sensitive Employees**

Employees in non-safety-sensitive positions may be subject to the following circumstances:

#### **a. Reasonable Suspicion Testing**

All employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance.

A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

- i. Adequate documentation of unsatisfactory work performance or on-the-job behavior;
- ii. Physical signs or symptoms consistent with the use of alcohol or any prohibited substance;
- iii. Occurrence of a serious or potentially serious accident that may have been caused by human error; or
- iv. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion determinations will be made by a manager or supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse. The manager or supervisor requesting an employee to submit to a drug or alcohol test based on reasonable suspicion must document facts constituting reasonable suspicion in writing (See Appendix A – "Behavior / Incident Documentation Form" and Appendix B – "Search / Evidence (Discrepancy) Documentation Form"). In the event the General Manager is not present or reasonably available, the Board President shall determine if reasonable suspicion exists.

Employees reasonably believed to be under the influence of drugs or alcohol will not be permitted to engage in further work. If the supervisor elects to have the employee tested for drugs or alcohol, the supervisor will see to it that the employee is transported to the designated collection center (See Appendix C – "Collection Center Location"). Nothing herein shall be construed to create a legal obligation on the part of the District to test an employee if the employee is alternatively instructed to not work or to cease work and go off duty. The District retains the sole discretion to test employees or when in the best interest of the District, to instead order employees to cease work if there is a reasonable belief that the Employee is under the influence of drugs or alcohol. The District's decision to send an Employee home shall not constitute a waiver of its rights to proceed with discipline against an Employee reasonably believed to be under the influence of drugs or alcohol.

A controlled substance test is considered positive when a verified confirmation test indicates specimens have concentrations of a particular class of drug above the specified concentration levels. Drug classes and threshold concentration levels are listed in Section U (Definitions) of this policy.

An alcohol test is considered positive when a verified confirmation test indicates an Alcohol Concentration level of 0.04 or greater. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day, whichever is longer, and will be subject to the consequences described in Section N.

**b. Post-Accident Testing**

As soon as practicable following an accident, all employees will be tested for alcohol and controlled substances if:

- i. The accident involved a fatality; or
- ii. The driver receives a citation under state or local law for a moving traffic violation arising from an accident that involved:
  - A.) Injury requiring medical treatment away from the scene; or
  - B.) One or more vehicles having to be towed from the scene.

An alcohol test will be administered within two (2) hours following an accident, if possible, but in no event later than eight (8) hours following the accident. A controlled substance test will be administered within 32 hours following an accident. If alcohol and/or controlled substance tests cannot be administered within the allotted time, attempts to collect specimens must cease.

A supervisor should be notified immediately following an accident to ensure proper post-accident instructions. The supervisor will determine if a test is necessary, based on the criteria above. If a test is necessary, the supervisor will see that the driver is transported to the appropriate collection center (See Appendix C – "Collection Center Location"). An employee who knowingly, willingly, and purposely evades a post-accident alcohol or controlled substance test will be subject to termination under "Refusal to Submit" guidelines as outlined under the definitions in this policy.

In lieu of administering a post-accident test, the District may substitute a test administered by on-site police or public safety officials under separate authority. The District may substitute a blood or breath alcohol test and a urine drug test performed by such local officials, using procedures required by their jurisdictions. The District will obtain a copy of these test results and keep them on file.

If the employee has not submitted to an alcohol test within two (2) hours, the District will prepare, and maintain on file, a record stating the reasons for the delay. An employee who is subject to post-accident testing must remain available, or he/she may be subject to termination under "Refusal to Submit" guidelines outlined in this policy. In addition, he/she must also refrain from consuming alcohol for eight hours following the accident, or until submitting to an alcohol test, whichever comes first.

An alcohol test is considered positive when a verified confirmation test indicates an Alcohol Concentration level of 0.04 or greater. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day, whichever is longer, and will be subject to the consequences described in Section N. An Alcohol Concentration level of less than 0.02 is considered a negative test.

A controlled substance test is considered positive when a verified confirmation test indicates specimens having concentrations of a particular class of drug above the specified concentration levels. Drug classes and threshold concentration levels are listed in Section U (Definitions) of this policy.

In the event of a positive drug or alcohol test confirmation, the employee will be suspended from employment, pending agreement on rehabilitation procedures described in the Rehabilitation Section of this policy.

NOTE: Nothing in this section will be interpreted to require the delay of necessary medical attention for injured people following an accident. In addition, the driver is not prohibited from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

**c. Return to Duty and Follow-Up Testing**

Employees retained by the District after a positive test result or a test refusal shall be subject to return-to-duty drug and alcohol testing. No employee shall be permitted to perform any safety-sensitive function until they have received a verified negative drug and alcohol test result. Thereafter, such employees will be subject to certain follow-up drug and alcohol testing as established by a SAP.

**d. Supervisory Training**

Supervisors and managers will receive at least 60 minutes of training on alcohol misuse and at least 60 minutes of training on controlled substances use. The training will be used by the supervisors and/or managers to determine whether reasonable suspicion exists to require an employee to undergo testing. The training will include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

**b. Safety-Sensitive Employees**

This policy applies to every employee whose position requires the possession of a commercial driver's license ("CDL"); every employee performing a "safety-sensitive function" as defined herein, and any person applying for such positions.

Employees in safety-sensitive positions are subject to the following circumstances:

**c. a. Pre-Placement/Post Offer Controlled Substance (Drug) Testing**

An applicant for a safety sensitive position with the District will be required to undergo a drug screening analysis, as required under DOT regulations, after an offer of employment has been made, but before the applicant begins work for the District. Any offer of employment will be conditioned upon compliance with this policy. The applicant will be requested to execute a consent form, which includes a waiver and release (See Appendix D – "Controlled Substances Custody and Control Form"). The "Controlled Substances Custody and Control Form" will be completed by the applicant and collection center at the time of collection.

A positive test indicating the presence of controlled substances as defined in this policy may constitute disqualification of the applicant for the position for a period of six months. The District will notify disqualified applicants of the results of a drug test conducted under the DOT regulations if the driver requests the result within 60 days of being notified of the disposition of the employment application.

Pre-placement controlled substances tests will also be required for:

- i. Existing District employees who newly obtain a CDL or a Hazardous Materials Endorsement to haul hazardous materials (e.g., gaseous chlorine, propane) and will be using these licenses to perform safety sensitive functions within their job description;
- ii. Existing District employees who are promoted to positions that require a CDL or a Hazardous Materials Endorsement to haul hazardous materials (e.g., gaseous chlorine, propane) and will be using these licenses to perform safety sensitive functions within their job description;
- iii. Applicants whose job descriptions include safety sensitive functions that are subject to DOT guidelines and have not been part of a drug program that complies with the FHWA regulations for the previous 30 days; and
- iv. Existing District employees who are newly subject to a recently implemented District program and have not been tested for controlled substances in the previous six (6) months or have not participated in a random drug and/or alcohol testing program for the previous 12 months.

**b. Prior Employment Drug and Alcohol Testing Records**

The District will make a good faith effort to obtain previous test information from the last two (2) years from an applicant's previous employers. In this context, a good faith effort includes completing the "Request for Past Test Results Form" (Appendix E), enclosing the "Report of Past Driver Drug and/or Alcohol Test Results Form" (Appendix F), and sending the forms to each of the employers listed on the application in order to obtain the information from the previous two (2) years. If there is no reply, a follow up phone call will be made in a further attempt to obtain the information. All requests will be documented and kept on file.

The District will review previous test information collected from prior employers for the following:

- i. Alcohol test results with an Alcohol Concentration level of 0.02 or greater;
- ii. Positive drug test results; and
- iii. Refusals to submit to a required alcohol or drug test.

**c. FCSMA: Clearinghouse**

Any commercial motor vehicle driver who is subject to the FMCSA's drug and alcohol testing regulations in 49 CFR Part 382 must also comply with the CDL Driver Drug & Alcohol Clearinghouse regulations in Part 382, Subpart G. The District is prohibited from allowing any driver that has committed a testing violation and has not completed the return-to-duty process as outlined in the District's DOT Drug & Alcohol Policy to perform safety-sensitive functions. Drivers will be notified by the FMCSA when the District obtains information from the Clearinghouse regarding their violation, or when information concerning the driver is added, revised, or removed.

**Reporting:** The following violations or milestones will be reported to the Clearinghouse for any drivers who are subject to the Clearinghouse rules. The District, its service providers, its Medical Review Officer(s), and/or its Substance Abuse Professional(s) are required by FMCSA directive to report:

- i. Any verified positive, adulterated, or substituted DOT drug test;
- ii. Any validated DOT alcohol test result of 0.04 or higher;
- iii. Any refusal to submit to a DOT required drug or alcohol test;
- iv. Any confirmed and recorded "actual knowledge" that the driver violated the DOT drug or alcohol rules, including:

- A.) Any on-duty alcohol use, including any citation for driving under the influence of alcohol (DUI/DWI) while driving a commercial motor vehicle;
- B.) Any alcohol use within 4 hours before going on duty;
- C.) Any alcohol use within 8 hours of an accident or before a post-accident test is complete (whichever occurs first);
- D.) Any prohibited drug use while on duty;
- E.) Successful completion of the return-to-duty process following treatment;
- F.) Any negative DOT return-to-duty test; and
- G.) Successful completion of follow-up testing.

**Granting of Consent:** Drivers must grant consent for the District to purchase Clearinghouse reports:

- v. Prior to employment with the District, all drivers must create a Clearinghouse account and log in to permit the District consent to acquire a "full" report.
- vi. Drivers must sign a separate Consent Form "for Limited Queries" allowing the District access to "limited" queries each year. Drivers may limit the length of time that such consent is valid, but making it valid for the duration of employment with the District is recommended.
- vii. The District will notify the driver that they must immediately log in to the Clearinghouse to provide permission so that the District may obtain the driver's full Clearinghouse record if a limited query exposes information about the driver. Such record will be acquired within 24 hours of the limited query.
- viii. A driver who refuses to grant the consent described above will not be allowed to perform any safety-sensitive duties as defined in 49 U.S.C. § 382.107. The driver will not be allowed to resume the safety-sensitive duties until the driver has granted the mandatory consent, the District then obtains the report, and the Clearinghouse query shows that the driver is eligible to carry out safety-sensitive duties.

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**Driver Accounts:** Drivers are required to have an online account at clearinghousefmcsa.dot.gov and are highly encouraged to provide an email address so they may be contacted. Pursuant to the procedures in §382.717, drivers are permitted to see their own Clearinghouse records free of charge and may challenge the accuracy of information reported to the Clearinghouse, but not the accuracy of test results or refusals.

**Queries:** The District will purchase reports (a.k.a. queries) from the Clearinghouse at these times:

- Once a year for all drivers, and
- Preceding employment of any new drivers.

Reports to the Clearinghouse will include:

- the driver's name;
- date of birth;
- commercial driver's license number and state of issuance; and
- violation and/or testing data.

**Notice of Violations:** Drivers are required to notify the District in writing if they have violated the drug and/or alcohol prohibitions of 49 CFR Parts 40 or 382 while employed with the District. The statement must be received before the end of the business day the day after the driver receives notification of the violation or prior to performing any safety-sensitive duties, whichever comes first.

**Use of Information:** The District will only use the information obtained from the Clearinghouse to determine if the driver is prohibited from performing safety-sensitive duties. The District will not divulge, nor permit any other person or entity to divulge, any driver-specific information from the Clearinghouse, to any person or entity not directly involved in making such determination.

**d. Random Testing**

In accordance with DOT guidelines, safety sensitive employees will be subject to random alcohol and drug testing. Random tests will be unannounced and spaced reasonably throughout the calendar year. Employees are selected for random testing by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employee's social security number, payroll identification number, or other comparable identifying number. Each employee has an equal chance of being tested each time selections are made.

The District has enrolled all safety-sensitive employees in a pool with other safety sensitive employees from other agencies. Annually, at least 50% of the pool will be randomly tested for drugs, and at least 10% of the pool will be tested for alcohol, in accordance with DOT regulations.

The pool administrator will notify the District's designated employer representative at the beginning of the quarter if any District employees are selected with the computerized random number generator. The supervisor then has the entire quarter to send the selected employee to the designated collection center or arrange for an on-site collection (See Appendix C –

"Collection Center Location"). Employees will be notified during, just before, or just after performing safety sensitive functions. Those employees subject to on-call duty that would require performing safety sensitive functions are subject to being notified while on-call. Once employees are notified, they will proceed to the test site immediately.

In the event an employee, who is selected for a random test, is on vacation, laid off, or on an extended medical absence during the quarter of selection, an alternate employee will be randomly selected, and the unavailable employee will be put back into the pool for the next quarter. When this occurs, the District will keep documentation that the driver was ill, injured, laid off, or on vacation and that the employee was in the random selection pool for that cycle.

A controlled substances test is considered positive when a verified confirmation test indicates specimens having concentrations of a particular class of drug above the specified concentration levels. Drug classes and threshold concentration levels are listed in the "Controlled Substance (Drug) Test" Definition Section of this policy.

An alcohol test is considered positive when a verified test indicates an Alcohol Concentration level of 0.04 or greater. Alcohol Concentration level is defined in Section U (Definitions) of this policy. An Alcohol Concentration level of 0.02 or higher will result in removal from duty and the employee will be subject to the consequences set forth in Section N.

**e. Post-Accident Testing**

As soon as practicable following an accident involving a safety sensitive employee performing a safety sensitive function, that employee will be tested for alcohol and controlled substances if:

- I. The accident involved a fatality; or
- II. The driver receives a citation under state or local law for a moving traffic violation arising from an accident that involved:
  - A.) Injury requiring medical treatment away from the scene; or
  - B.) One or more vehicles having to be towed from the scene.

An alcohol test will be administered within two (2) hours following an accident, but no later than eight (8) hours following the accident. A controlled substance test will be administered within 32 hours following an accident. If alcohol and/or controlled substance tests cannot be administered within the allotted time, attempts to collect specimens must cease.

A supervisor should be notified immediately following an accident to ensure proper post-accident instructions. The supervisor will determine if a test is necessary, based on the criteria above. If a test is necessary, the supervisor will see that the driver is transported to the appropriate collection center (See Appendix C – "Collection Center Location"). An employee who knowingly, willingly, and purposely evades a post-accident alcohol or controlled substance test will be subject to termination under "Refusal to Submit" guidelines as outlined under definitions in this policy.

In lieu of administering a post-accident test, the District may substitute a test administered by on-site police or public safety officials under separate authority. The District may substitute a blood or breath alcohol test and a urine drug test performed by such local officials, using procedures required by their jurisdictions. The District will obtain a copy of these test results and keep them on file.

If the employee has not submitted to an alcohol test within two (2) hours, the District will prepare and maintain on file a record stating the reasons. An employee who is subject to post-accident testing must remain available, or he/she may be subject to termination under "Refusal to Submit" guidelines outlined in this policy. In addition, he/she must also refrain from consuming alcohol for eight (8) hours following the accident, or until submitting to an alcohol test, whichever comes first.

An alcohol test is considered positive when a verified confirmation test indicates an Alcohol Concentration level of 0.04 or greater. "Alcohol Concentration level" is defined in the Definition Section of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day, whichever is longer, and will be subject to the consequences described in Section N. An Alcohol Concentration level of less than 0.02 is considered a negative test.

A controlled substance test is considered positive when a verified confirmation test indicates specimens having concentrations of a particular class of drug above the specified concentration levels. Drug classes and threshold concentration levels are listed in Section U (Definitions) of this policy.

In the event of a positive drug or alcohol test confirmation, the employee will be suspended from employment, pending agreement on rehabilitation procedures described in the Rehabilitation Section of this policy.

NOTE: Nothing in this section will be interpreted to require the delay of necessary medical attention for injured people following an accident. In addition, the driver is not prohibited from leaving the scene of an accident for

the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

**f. Reasonable Suspicion Testing**

All employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances consistent with the effects of substance abuse. Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

Reasonable suspicion testing may be based upon, among other things:

- I. Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;
- II. A pattern of abnormal conduct or erratic behavior;
- III. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
- IV. Adequate documentation of unsatisfactory work performance or on-the-job behavior;
- V. Physical signs and symptoms consistent with prohibited substance use;
- VI. Occurrence of an accident that may have been caused by human error; and
- VII. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion determinations will be made by a manager or supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse. The manager or supervisor requesting an employee to submit to a drug or alcohol test based on reasonable suspicion must document facts constituting reasonable suspicion in writing (See Appendix A – "Behavior / Incident Documentation Form" and Appendix B – "Search / Evidence

(Discrepancy) Documentation Form"). In the event the General Manager is not present or reasonably available, the Board President shall determine if reasonable suspicion exists.

Employees reasonably believed to be under the influence of drugs or alcohol will not be permitted to engage in further work. In addition, such employees will not be permitted to drive themselves from the worksite. A supervisor will see that the employee is transported to the designated collection center (See Appendix C – "Collection Center Location").

A controlled substance test is considered positive when a verified confirmation test indicates specimens have concentrations of a particular class of drug above the specified concentration levels. Drug classes and threshold concentration levels are listed in the "Controlled Substance (Drug) Test" Definition Section of this policy.

An alcohol test is considered positive when a verified confirmation test indicates an Alcohol Concentration level of 0.04. Alcohol Concentration Level is defined in Section U (Definitions) of this policy. Even though an employee who has a confirmed Alcohol Concentration level of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight (8) hours or for the duration of the work day, whichever is longer, and will be subject to the consequences described in Section N.

**g. Return-to-Duty and Follow-Up Testing**

Employees retained by the District after a positive test result or a test refusal shall be subject to return-to-duty drug and alcohol testing. No employee shall be permitted to perform any safety-sensitive function until they have received a verified negative drug and alcohol test result. Thereafter, such employees will be subject to certain follow-up drug and alcohol testing as established by a SAP.

**h. Supervisory Training**

Supervisors and managers will receive at least 60 minutes of training on alcohol misuse and at least 60 minutes of training on controlled substances use. The training will be used by the supervisors and/or managers to determine whether reasonable suspicion exists to require an employee to undergo testing. The training will include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

**L. REFUSAL TO SUBMIT**

Any employee who refuses to submit to a drug or alcohol test immediately when requested by a supervisor or law enforcement personnel will be treated in the same manner as an employee who has failed an alcohol or controlled substance test, as defined in this policy. No applicant who refuses to be tested will be extended an offer of employment. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the drug test when required.

#### **M. FAILURE TO APPEAR FOR TESTING**

Failure to appear for testing without a deferral will be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal. Failure to submit to or appear for a pre-employment drug test shall result in the cancellation of the offer, unless the District determines that there was good cause for doing so. If an individual fails to appear at the collection site at the assigned time, the collector will contact the Drug and Alcohol Program Coordinator.

#### **N. VIOLATION OF POLICY AND DISCIPLINARY CONSEQUENCES**

An employee may be found to be using controlled substances or misusing alcohol on the basis of any appropriate evidence including, but not limited to:

1. Direct observation;
2. Evidence obtained from an arrest or criminal conviction;
3. A verified positive test result; or
4. An employee's voluntary admission.

The District will refer an employee found using illegal drugs or alcohol to the SAP and will immediately remove the employee from their position. Disciplinary action taken against an employee found using illegal drugs or alcohol may include the full range of disciplinary actions, including termination. The severity of the action chosen will depend on the circumstances of each case. At the discretion of the District, and as part of SAP counseling, an employee may return to duty if the employee's return would not endanger public health or safety. The terms and conditions of the disciplinary consequences, if any, utilized by the district will not expand the rights and limitations of the employee under the "at will" provision in the employee handbook.

A rehabilitation program may be available for those employees having a positive controlled substance and/or alcohol test. A second verified positive test under any circumstances might constitute cause for immediate termination. Failure to complete a treatment program provided by the SAP will be treated as a second positive test.

The employee will pay rehabilitation program costs and subsequent controlled substance and/or alcohol testing costs related to return-to-work and follow-up testing. When recommended by the SAP, participation in, and completion of, the rehabilitation program is mandatory. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a return-to-duty

agreement. The duration and frequency of follow-up testing will be determined by the SAP, but will not be shorter than one (1) year or longer than five (5) years.

NOTE: Health insurance plans may provide coverage for rehabilitation costs. Health benefits information can be obtained from the General Manager.

#### **O. VOLUNTARY REFERRAL**

A fundamental purpose of the District's Drug and Alcohol Policy is to assist employees who find themselves seeking treatment for drug use and/or alcohol abuse. For this reason, the District will not initiate disciplinary action against any employee who meets all three of these conditions:

1. Voluntarily identifies him/herself as a user of illegal drugs or alcohol prior to being identified through other means;
2. Obtains counseling or rehabilitation through an EAP; and
3. Thereafter refrains from using illegal drugs or alcohol.

This self-referral option allows any employee to step forward and identify him/herself as an illegal drug user for the purpose of entering a drug treatment program under the supervision of a SAP. In stepping forward, an employee may volunteer for a drug test as a means of identification. Although this self-identification test may yield a verified positive test result, such result will not subject an employee to discipline, assuming the three (3) safe harbor requirements are met.

#### **P. EMPLOYEE RIGHTS**

The sample collection process will include the opportunity for the employee to provide information about factors other than illegal drug use, such as taking prescribed medication that could cause a positive test result. At the employee's option, this information may be submitted in a sealed envelope to be opened only by the Medical Review Officer if the test result is positive.

Upon request, the employee will receive a full copy of any test results and related documentation of the testing process.

All confirmed positive samples will be retained by the testing laboratory in secure frozen storage for one (1) year following the test or until the sample is no longer needed for appeal proceedings or litigation, whichever is longer.

#### **Q. CONFIDENTIALITY**

The District will maintain records of the circumstances and results of any employee testing under this policy. These records, and any other information pertaining to an

employee's drug or alcohol test, will be considered confidential and will be released only to:

1. The employee who was tested or other individuals designated in writing by that employee;
2. The Medical Review Officer; or
3. Individuals who need the records or information to:
  - a. Properly supervise or assign the employee;
  - b. Determine, or assist in determining, what action the District should take in response to the test results; or
  - c. Respond to appeals or litigation arising from the drug or alcohol test or related actions.

## **R. REHABILITATION / RETURN-TO-DUTY**

### **1. Rehabilitation**

After a verified positive test result, a conference will be conducted between the employee and the General Manager. If warranted, the employee will be requested to participate in a substance abuse rehabilitation program developed by a SAP chosen by the District. Details will be outlined in a Return-to-Duty Agreement.

Employees may use accumulated sick leave, vacation time, or compensatory time to participate in a rehabilitation program. Program costs and subsequent controlled substance and/or alcohol-testing costs will be paid by the employee. Failure to participate in and complete such a program may result in termination.

### **2. Return-to-Duty**

Employees who have violated the prohibition set forth in this policy will be required to submit to a return-to-duty test before returning to their position. The test result must indicate an Alcohol Concentration level of less than 0.02 and/or a verified negative result on a controlled substance test.

### **3. Follow-Up Testing**

After the return-to-duty test, employees will be subject to unannounced follow-up testing. A SAP will determine the number and frequency of tests, but at least six (6) tests will be performed during the first 12 months following the employee's return to duty. Follow-up testing may be extended up to 60 months from the date of the employee's return to duty, but the SAP can terminate the requirement after the first six (6) tests, if they determine that testing is no longer necessary. The SAP, in coordination with the Drug Program Administrator, will conduct tracking and monitoring of follow-up tests.

## **S. SPECIAL DUTIES AND RESPONSIBILITIES**

### **1. Designated Employer Representative (DER)**

The Designated Employer Representative ("DER") is responsible for implementing, directing, administering, and managing the District's drug program and serves as the principal contact with the laboratory and for collection activities in assuring the effective operation of the testing portion of the program.

The District's DER is the General Manager. Any questions regarding this policy should be addressed to the General Manager.

**a. Maintenance of Records**

The District will maintain records of its alcohol misuse and controlled substances use prevention programs. The records will be maintained in a secure location with controlled access. The District will maintain the records in accordance with the following schedule:

**One Year** – Records of negative and cancelled controlled substances test results and alcohol test results with a concentration of less than 0.02.

**Two Years** – Records relating to the alcohol and controlled substances collection process.

**Three Years** – Employee consent to a Clearinghouse Query.

**Five Years** – The following records will be maintained for a minimum of five years:

- a. Alcohol results indicating an Alcohol Concentration level of 0.02 or greater.
- b. Records of verified positive controlled substances test results.
- c. Documentation of refusals to take required alcohol and/or controlled substances tests.
- d. Driver evaluation and referrals.
- e. Calibration documentation.
- f. A copy of each annual calendar year summary.

**T. INFORMATION ON DRUG ABUSE AND ALCOHOLISM**

As indicated in the introduction, drug use and alcohol abuse can have a serious impact on everyone. Either can negatively impact your health, work, personal life and the lives of others. The following information should assist you in identifying individuals at risk and establishing a track to recovery either for yourself or for someone you know.

**1. Effects of Drugs and Alcohol on an Individual's Work, Health, and Personal Life**

The following represent some of the potential effects that drug and alcohol use may have on the user:

**a. Workplace**

- May cause the employee to feel capable of handling tasks that are too much or too dangerous.
- May cause lateness and absenteeism, increasing the workload of others.
- May cause crime on the job, including theft of District and personal property.
- May cause major errors in the work performed, risking harm to the employee, coworkers and the public.

**b. Health**

- Neurological problems, including dementia, anxiety and suicide.
- Cardiovascular problems, include hypertension.
- Increased cancer risk.
- Liver diseases, including alcoholic hepatitis and cirrhosis.

**c. Personal Life**

- Alcohol can also destroy relationships, lead to serious problems with the law (e.g., drunk driving), and even cause harm to the people you love.
- If drinking affects your work life, it could lead to job loss and all of the financial problems that would follow.

**d. Signs and Symptoms of a Drug and/or Alcohol Problem**

Any one or more of the following signs may indicate a drug and/or alcohol problem:

- Appears fearful, anxious or paranoid for no reason.
- Blackouts or the inability to remember what has happened.
- Cold, sweaty palms; shaking hands.
- Lack of motivation; appears lethargic or "spaced out."
- Pattern of absenteeism with vague excuses.
- Red, watery eyes; pupils larger or smaller than usual; blank stare.
- Regular (or daily) use or consumption.
- Secretive or suspicious behavior.
- Sudden mood swings, irritability or angry outbursts.
- Unexplained need for money; stealing money or items.

## 2. Intervening when a drug or alcohol problem is suspected.

There are several good reasons why employees should be concerned if any of their coworkers are using drugs or alcohol on the job:

- The employee and their coworkers' health and safety may be at risk.
- Misuse by one employee may negatively impact the income of another.
- The situation can create a negative work environment.

No matter what the employee's position is in the organization, there are things that can be done to ensure that drug and alcohol abuse on the job does not occur. Acceptance of any misuse puts the employee, the District, and the public at risk.

Accordingly employers are encouraged to report any signs or symptoms of drug use or alcohol abuse to the employee's immediate supervisor. Alternatively, employees may report any signs or symptoms to the District DER noted in section S.

## U. DEFINITIONS

**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

**Alcohol Concentration** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air. Blood tests will not be used to determine alcohol concentration, unless administered by on-site police or public safety officials in a post-accident situation.

**Applicant** means any individual tentatively selected—

1. For employment with the District; or
2. For a Safety-Sensitive Position, and who has not, immediately prior to the selection, been subject to random testing.

**Breath Alcohol Technician (BAT)** means a person trained to operate the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BATs are the only qualified personnel to administer the EBT tests.

**Chain of Custody** means the procedures to account for the integrity of each urine specimen by tracing its handling and storage from point of collection to final disposition.

**Collection Site** means a place designated by the District where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

**Confirmation Test** for alcohol testing means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For controlled substances testing, it means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test, in order to ensure reliability and accuracy. Gas Chromatography/Mass Spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.

**Consortium/Third-Party Administrator (C/TPA)** is a service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employer's drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members.

**Controlled Substance (Drug) Test** is a method of detecting and measuring the presence of controlled substances, whether legal or illegal, in a person's body. A controlled substance test may be either an initial test or a confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specific concentration level. It eliminates negative specimens from further consideration. A confirmation drug test is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principal in order to confirm reliability and accuracy.

Controlled substances will be tested under the Department of Health and Human Service guidelines. The cutoff concentrations below are for initial and confirmation drug tests.

| Type of drug or metabolite                                  | Initial test<br>ng/ml | Confirmation test<br>ng/ml  |
|---|-----------------------|---|
| (1) Amphetamines  | 1000                  |   |
| (i) Amphetamine   |                       | 500   |
| (ii) Methamphetamine  |                       | 500 (Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.) |
| (2) Cocaine metabolites<br>(Benzoylecgonine)                | 300                   |   |
| (3) Marijuana metabolites                                   | 50                    |   |
| (i) Delta-9-tetrahydrocannabinol-9-carboxylic acid (THC) 50 |                       | 15  |
| (4) Opiates metabolites                                     | 2000                  |   |
| (i) Codeine   |                       | 2000  |

|                               |    |  |
|-------------------------------|----|--|
| (ii) Morphine                 |    | 2000   |
| (iii) 6-acetylmorphine (6-AM) |    | 10 (Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.) |
| (5) Phencyclidine (PCP)       | 25 |  |

**Department of Transportation (DOT) Guidelines** means the controlled substances and alcohol testing procedures in all transportation industries (49 CFR, Part 40) and for the Federal Motor Carrier Safety Administration (49 CFR, Part 382).

**Employee Assistance Program (EAP)** means a counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.

**Evidential Breath Testing Device (EBT)** means the device to be used for breath alcohol testing.

**General Manager (GM)** means the General Manager or their designee. The General Manager shall be the Appointing Authority.

**Illegal Drugs** means a controlled substance included in Schedule I or II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

**Medical Review Officer** means the individual responsible for receiving laboratory results generated from the District's Drug and Alcohol Program who is a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results, together with an individual's medical history and any other relevant biomedical information.

**On-Call Duty** means an Operator has been assigned the duty to respond to general public and water/sewer system events that occur after normal working hours, during weekends and holidays. The assignment will normally last for seven days and the Operator shall maintain 24-hour adherence to all District drug and alcohol policies during the period.

**Performing Safety Sensitive Function** means an employee is considered to be performing a safety sensitive function in any period in which they are actually performing, ready to perform, or immediately available to perform such functions.

**Post-Accident Alcohol and/or Controlled Substance Testing** is testing performed on all employees following an accident involving a commercial motor vehicle where:

1. The accident involved a fatality; or
2. The driver receives a citation under state or local law for a moving traffic violation arising from an accident that involved:
  - a. injury requiring medical treatment away from the scene; or
  - b. one or more vehicles having to be towed from the scene.

**Pre-Employment Controlled Substance Testing** is conducted before safety-sensitive applicants begin work, but after an offer to hire. It is also conducted when existing District employees are transferred to a safety sensitive position.

**Random Controlled Substance and/or Alcohol Testing** means a system of testing imposed without individualized suspicion that a particular individual is using illegal drugs. Testing is conducted on a random, unannounced basis for safety sensitive employees just before, during, or just after performing a safety sensitive function.

**Reasonable Suspicion Controlled Substance and/or Alcohol Testing** is conducted when a trained supervisor or General Manager has a good faith belief based on specific, contemporaneous, and articulable facts or evidence that an employee may have violated this policy.

**Refusal to Submit** means failing to provide an adequate breath or urine sample for testing without a valid medical explanation or engaging in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior, or physical absence resulting in the inability to conduct the test.)

**Safety-Sensitive Employee** is defined as an employee possessing a commercial driver's license and as a part of their job description may operate any of the following vehicles:

1. A vehicle with a gross vehicle weight rating (GVWR) of at least 26,001 pounds;
2. A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating (GVWR) of more than 10,000 pounds;
3. A vehicle designed to transport 16 or more passengers, including the driver; or
4. A vehicle used to transport hazardous materials that requires placards.

**Safety-Sensitive Function** means all time from the time a driver begins to work or is required to be in readiness to work until the time they are relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- Driving a commercial motor vehicle which requires the driver to have a CDL;
- Inspecting, servicing, or repairing any commercial motor vehicle;
- Waiting to be dispatched to operate a commercial motor vehicle;
- Performing all other functions in or upon a commercial motor vehicle;
- Loading or unloading a commercial motor vehicle, supervising or assisting in loading or unloading, attending a commercial motor vehicle being loaded or unloaded, remaining in readiness to operate the commercial motor vehicle, or giving or receiving receipts for shipments being loaded or unloaded from a commercial motor vehicle;
- Performing driver requirements associated with an accident involving a commercial motor vehicle; and
- Repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.

**Substance Abuse Professional (SAP)** means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders, Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

**Trained Supervisor** means a person in authority who received at least one (1) hour of training on the signs and symptoms of alcohol abuse and at least one (1) hour of training on the signs and symptoms of controlled substance abuse.

## **Drug and Alcohol Program**

### **Appendices**

- A. Behavior/Incident Documentation Form**
- B. Search/Evidence (Discrepancy) Documentation Form**
- C. Collection Center Locations**
- D. Sample Controlled Substances Custody and Control Form, Form OMB 9999-0023**
- E. Request for Past Test Results**
- F. Report of Past Driver Drug and/or Alcohol Test Results**

**Appendix A**  
Behavior/Incident Documentation Form

**OBSERVED BEHAVIOR**  
**REASONABLE SUSPICION RECORD**

|                           |        |
|---------------------------|--------|
| PERSONNEL OFFICE USE ONLY |        |
| a. Employee               | Number |
| _____                     | _____  |
| b. Location               | _____  |

|   |   |
|---|---|
| EMPLOYEE NAME   | DATE OBSERVED   |
| ADDRESS OF INCIDENT:<br>Street                      City                      State                      Zip Code | TIME OBSERVED<br>FROM _____ a.m.    p.m.<br>TO _____ a.m.    p.m. |

**Mark items that apply and describe specifics**

1. **APPEARANCE:** normal \_\_\_ sleepy \_\_\_ tremors \_\_\_ clothing \_\_\_ cleanliness \_\_\_  
Description: \_\_\_\_\_

2. **BEHAVIOR:** \_\_\_\_\_  
normal \_\_\_ erratic \_\_\_ irritable \_\_\_ inappropriate gaiety \_\_\_ mood swings \_\_\_ lethargic \_\_\_  
Description: \_\_\_\_\_

3. **SPEECH:** \_\_\_\_\_  
Description: \_\_\_\_\_

4. **BODY ODORS:** \_\_\_\_\_

5. **INDICATIONS OF THE CHRONIC AND WITHDRAWAL EFFECTS OF CONTROLLED SUBSTANCES:**  
 YES     NO  
EXPLAIN: \_\_\_\_\_

6. **OTHER OBSERVATIONS FOR REASONABLE SUSPICION:**  
\_\_\_\_\_

**WITNESSED BY:**

|           |       |                  |       |      |
|-----------|-------|------------------|-------|------|
| _____     | _____ | _____            | _____ | a.m. |
| Signature | Title | Preparation Date | Time  | p.m. |
| _____     | _____ | _____            | _____ | a.m. |
| Signature | Title | Preparation Date | Time  | p.m. |

**THE ALCOHOL TEST MUST BE ADMINISTERED WITHIN EIGHT HOURS FOLLOWING A REASONABLE SUSPICION DETERMINATION**

**EMPLOYER RETAIN IN EMPLOYEE'S CONFIDENTIAL FILE**

**Appendix B**

**Search/Evidence (Discrepancy) Documentation Form**

Department/work location: \_\_\_\_\_

Employee or subject name: \_\_\_\_\_

Social Security/employee number: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Investigated by: \_\_\_\_\_

Employed by: \_\_\_\_\_ Position: \_\_\_\_\_

Location of search: \_\_\_\_\_

Reason for search:  Routine  Periodic  Contractual

Reasonable suspicion (or cause)

Location of evidence or prohibited items: \_\_\_\_\_

Description of evidence, items or substances (continue on back, if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Were local authorities called? \_\_\_\_\_

Time: \_\_\_\_\_

\_\_\_\_\_  
Reporting supervisor's signature Date

\_\_\_\_\_  
Witness' signature Date

\_\_\_\_\_  
Employee's signature Date

**Appendix C**

Collection Center Location for Random Testing

Tahoe Forest Hospital  
10121 Pine Avenue  
Truckee, CA  
(530) 587-6011

Collection Center Location for Post-Accident Testing (Open 24 hours)

Tahoe Forest Hospital  
10121 Pine Avenue  
Truckee, CA  
(530) 587-6011

Appendix D

**Sample Controlled Substances Custody and Control Form  
Form OMB 9999-0023**

**SAMPLE: FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM (OMB 9999-0023)**

Specimen ID No. \_\_\_\_\_ Laboratory Accession No. \_\_\_\_\_

**STEP 1: TO BE COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE.**

|  |                               |
|--|-------------------------------|
| A. Employer Name, Address and I.D. No. _____   | B. MRO Name and Address _____ |
| C. Donor SSN or Employee I.D. No. _____  |                               |
| D. Reason for Test: <input type="checkbox"/> Pre-employment <input type="checkbox"/> Random <input type="checkbox"/> Reasonable Suspicion/Cause <input type="checkbox"/> Post Accident |                               |
| <input type="checkbox"/> Return to Duty <input type="checkbox"/> Follow Up <input type="checkbox"/> Other (specify) _____  |                               |
| E. Tests to be Performed: <input type="checkbox"/> THC, Cocaine, PCP, Opiates and Amphetamines   |                               |
| <input type="checkbox"/> Only THC and Cocaine <input type="checkbox"/> Other (specify) _____   |                               |

**STEP 2: TO BE COMPLETED BY COLLECTOR - Specimen temperature must be read within 4 minutes of collection.**

Specimen temperature within range:  Yes, 90° - 100°F/32° - 38°C  No. Record specimen temperature here \_\_\_\_\_

**STEP 3: TO BE COMPLETED BY COLLECTOR AND DONOR - Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s).**

**STEP 4: TO BE COMPLETED BY DONOR - Go to copy 4 (pink page); STEP 4**

**STEP 5: TO BE COMPLETED BY COLLECTOR.**

|   |  |                                      |                          |   |
|---|--|--------------------------------------|--------------------------|---|
| COLLECTION SITE LOCATION:   |  |                                      |                          | SPLIT SPECIMEN COLLECTION<br><input type="checkbox"/> YES <input type="checkbox"/> NO |
| Collection Facility _____   | ( _____ )  | Collector's Business Phone No. _____ |                          |   |
| Address _____   | City _____                                       | State _____                          | Zip _____                |   |
| REMARKS: _____  |  |                                      |                          |   |
| <i>I certify that the specimen identified on this form is the specimen presented to me by the donor providing the certification on Copy 4 of this form, that it bears the same specimen identification number as that set forth above and that it is then sealed, labeled and sealed as in accordance with applicable Federal requirements.</i> |  |                                      |                          |   |
| AM/PM _____   | (PRINT) Collector's Name (First, MI, Last) _____ | Signature of Collector _____         | Date (Mo./Day/Yr.) _____ | Time _____  |

**STEP 6: TO BE INITIATED BY THE COLLECTOR AND COMPLETED AS NECESSARY THEREAFTER.**

| DATE<br>MO. DAY YR. | SPECIMEN RELEASED BY          | SPECIMEN RECEIVED BY          | PURPOSE OF CHANGE            |
|---------------------|-------------------------------|-------------------------------|------------------------------|
| / /                 | DONOR - NO SIGNATURE          | Signature _____<br>Name _____ | PROVIDE SPECIMEN FOR TESTING |
| / /                 | Signature _____<br>Name _____ | Signature _____<br>Name _____ |                              |
| / /                 | Signature _____<br>Name _____ | Signature _____<br>Name _____ |                              |
| / /                 | Signature _____<br>Name _____ | Signature _____<br>Name _____ |                              |

**STEP 7: TO BE COMPLETED BY THE LABORATORY - Specimen Bottle Seal(s) Intact:  YES  NO. Explain in Remarks Below.**

THE RESULTS FOR THE ABOVE IDENTIFIED SPECIMEN ARE IN ACCORDANCE WITH THE APPLICABLE INITIAL TEST AND CONFIRMATORY TEST CUTOFF LEVELS ESTABLISHED BY THE HHS MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS.

NEGATIVE  POSITIVE, for following:  CANNABINOIDS as Carboxy-THC  COCAINE METABOLITES as Benzoylcegonine  PHENCYCLIDINE

TEST NOT PERFORMED

OPIATES:  codeine  morphine

AMPHETAMINES:  amphetamine  methamphetamine  OTHER \_\_\_\_\_

REMARKS: \_\_\_\_\_

TEST LAB (if different from above) \_\_\_\_\_ ( ) \_\_\_\_\_

NAME ADDRESS PHONE NO.

*I certify that the specimen identified by the laboratory accession number on this form is the same specimen that bears the specimen identification number set forth above, that the specimen has been examined upon receipt, handled and analyzed in accordance with applicable Federal requirements, and that the results set forth are for that specimen.*

(PRINT) Certifying Scientist's Name (First, MI, Last) \_\_\_\_\_ Signature of Certifying Scientist \_\_\_\_\_ Date (Mo./Day/Yr.) \_\_\_\_\_

**STEP 8: TO BE COMPLETED BY THE MEDICAL REVIEW OFFICER**

*I have reviewed the laboratory results for the specimen identified by this form in accordance with applicable Federal requirements. My determination verification is:*

Negative  Positive  Test Not Performed  Test Cancelled

REMARKS: \_\_\_\_\_

(PRINT) Medical Review Officer's Name (First, MI, Last) \_\_\_\_\_ Signature of Medical Review Officer \_\_\_\_\_ Date (Mo./Day/Yr.) \_\_\_\_\_

**Appendix E**

**REQUEST FOR PAST TEST RESULTS**

To:  
From:  
Subject: **Request to Obtain Past Drug and Alcohol Test Results**  
Date:

\_\_\_\_\_ (insert applicant's name) has advised us that he/she worked for your company as a driver, or that he/she applied to your company for work as a driver, during the previous three (3) years.

Regulations of the Federal Highway Administration require us to obtain from your company, and require your company to provide to us, information concerning the above-named driver's past drug and alcohol test results (including refusal to be tested).

In accordance with FHWA's regulations, therefore, we are providing you with the driver's written authorization directing your company to provide us with the following information concerning this driver:

- (i) all positive and negative drug and alcohol test results during the past three (3) years;
- (ii) all alcohol test results of 0.04 or greater during the past three (3) years;
- (iii) all alcohol test results of 0.02 or greater but less than 0.04 during the past three (3) years; and
- (iv) all instances in which the driver refused to submit to a DOT-required drug test and/or alcohol test during the past three (3) years.

Please send this information to:

**The information which you furnish will be treated as strictly confidential.**  
Thank you for your cooperation.

Sincerely,

**Release of Information Form – 49 CFR Part 40 Drug and Alcohol Testing**

**Section I: To be completed by the new employer and signed by the employee, and transmitted to the previous employer.**

Employee Name: \_\_\_\_\_ SS/ID Number: \_\_\_\_\_

I hereby authorize release of information from my DOT-regulated drug and alcohol testing records by my previous employer, listed in *Section I-B* to the employer listed in *Section I-A*. This release is in accordance with DOT Regulation 49 CFR Part 40, section 40.25.

\_\_\_\_\_  
**Employee Signature** \_\_\_\_\_  
**Date**

**I-A:**  
New Employer Name: \_\_\_\_\_  
Designated Employer Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**I-B:**  
Previous Employer Name: \_\_\_\_\_  
Designated Employer Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Section II: To be completed by the previous employer and transmitted to the new employer.**

- II-A:**  
In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:
1. Did the employee have alcohol tests with a result of 0.04 or higher? Yes\_\_\_ No\_\_\_
  2. Did the employee have verified positive drug tests? Yes\_\_\_ No\_\_\_
  3. Did the employee refuse to be tested? Yes\_\_\_ No\_\_\_
  4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? Yes\_\_\_ No\_\_\_
  5. Did a previous employer report a drug and alcohol rule violation to you? Yes\_\_\_ No\_\_\_
  6. If you answered "Yes" to any of the above items, did the employee complete the return to duty process? Yes\_\_\_ No\_\_\_

**II-B:**  
Person providing information in Section II-A:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix F**

**General Consent for Limited Queries of  
the Federal Motor Carrier Safety Administration (FMCSA)  
Drug and Alcohol Clearinghouse**

I, \_\_\_\_\_ hereby provide consent to Sierra Lakes County Water District (District) to conduct a limited query of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. I understand that my employer will conduct this query on at least an annual basis and that this consent form will remain in effect for the duration of my employment with the District.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Appendix G**

**REPORT OF PAST DRIVER DRUG AND/OR ALCOHOL TEST RESULTS**

**INSTRUCTIONS:** Motor carriers for whom a driver previously worked are required to provide the following information concerning the results of a driver's drug and alcohol tests to a motor carrier to whom the driver has applied for work, if provided with the driver's written authorization to release those results: (i) all verified positive and negative drug and alcohol tests during the previous 3 years; (ii) all alcohol test results of 0.04 or greater during the previous 3 years; (iii) all alcohol test results of 0.02 or greater but less than 0.04 during the previous 3 years; (iv) all instances in which the driver refused to submit to a drug and/or alcohol test during the previous 3 years. This form should be used for that purpose.

To: \_\_\_\_\_  
*(insert name of Company requesting results)*

In accordance with your Company's request, the following are the results of drug and alcohol tests conducted by \_\_\_\_\_ during the period \_\_\_\_\_ to \_\_\_\_\_. These test results are being provided to you as a result of your Company having provided us with the written authorization of the driver to release these test results for the period of time specified above.

**Past Drug Test Results:**  No Drug Test Conducted During Period Specified

Date of Test: \_\_\_\_\_  Negative  Positive  Refused to be Tested

Date of Test: \_\_\_\_\_  Negative  Positive  Refused to be Tested

Date of Test: \_\_\_\_\_  Negative  Positive  Refused to be Tested

Date of Test: \_\_\_\_\_  Negative  Positive  Refused to be Tested

Date of Test: \_\_\_\_\_  Negative  Positive  Refused to be Tested

**Past Alcohol Test Results:**  No Alcohol Test Conducted During Period Specified

Date of Test: \_\_\_\_\_  Negative  0.02-.0399  0.04 or greater  Refused to be Tested

Date of Test: \_\_\_\_\_  Negative  0.02-.0399  0.04 or greater  Refused to be Tested

Date of Test: \_\_\_\_\_  Negative  0.02-.0399  0.04 or greater  Refused to be Tested

Date of Test: \_\_\_\_\_  Negative  0.02-.0399  0.04 or greater  Refused to be Tested

\_\_\_\_\_  
Date Name of Person Completing Form Title

## Employee Acknowledgement Form

### ACKNOWLEDGEMENT

I hereby acknowledge that I have received a copy of the Sierra Lakes Water District's **Alcohol and Drug Testing Program**.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*Please sign and return this acknowledgement to Human Resources*

I. **Fixed Asset Capitalization**

A. **Capitalization**

1. All assets acquired during the year will be capitalized (i.e., recorded as an asset and added to the depreciation schedule) at the end of each fiscal year. Projects that are in progress for more than one year will be capitalized in the year in which they are completed.
2. For Capital Assets, the acquisition cost includes all costs necessary to place the asset into service for its intended use. In general, this should include, but is not limited to:
  1. The net invoice price of the asset including the cost of any attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.
  2. Acquisition costs include invoice costs (if any), taxes, freight, transit insurance, and installation charges.
3. For improvements to existing Fixed Assets, actual costs are used to determine the cost of the asset. In general, this should include, but is not limited to: project costs consisting of contractor billings, labor, material, and appropriate overhead rate. Only direct costs will be assigned to the project.
4. Categories that will not be capitalized include, but are not limited to:
  1. Soft Costs: All other project costs of an administrative nature, sometimes referred to as soft costs, will not be capitalized, but will be charged to operating expenses.
  2. Shared Assets: There will be no capitalization of shared assets owned by other entities, regardless of the language in any auxiliary agreements regarding those shared assets.
  3. Good Will: There will be no capitalization of good will.
  4. Leased Assets: There will be no capitalization of leased assets.
  5. Projects without Physical Assets: There will be no capitalization of projects that do not result in the acquisition of a tangible physical asset.
  6. Administrative Projects and Costs: In no instance will an administrative project be capitalized; nor will administrative costs be charged to a project, except as a component of overhead calculation.

B. **Depreciation**

1. All depreciable assets will be depreciated using the straight-line method, with half-year convention (i.e. a half years depreciation in the year the asset is placed in service). The straight-line method allocates an equal amount

of the net cost of the asset to each accounting period in the asset's useful life; matching the expense to the life of the asset.

2. All assets will be depreciated based on useful life, which will be determined at the time of purchase or completion of a project.
3. If the life of the asset is reduced for any reason (i.e., it wears out sooner than expected, or is broken or destroyed, or declared to be obsolete) then the asset will be removed from District records and all of the remaining depreciation will be recorded immediately.

II. Procurement Policy

A. Procedures for the Procurement

1. *General Manager Spending Authority*
2. *Purchase Orders for Supplies, Materials, and Equipment \$2,500 or Less.* Purchase Orders are required for expenditures totaling \$2,500 or less and must be authorized by the General Manager. Purchase Orders totaling \$500 or less may be approved by a Supervisor.
3. *Blanket Purchase Orders for Supplies, Materials, and Equipment \$10,000 or Less.* The General Manager may issue Blanket Purchase Orders for \$10,000 or less to vendors with which the District will have an ongoing relationship.
4. *Procurement of Non-Budgeted Services, Construction, Supplies, Materials, and Equipment for \$50,000 or Less.* The General Manager may authorize agreements for the procurements of services, construction, supplies, materials, and equipment obligating the District to expenditures totaling \$50,000 or less where the purchase is for a project that is not described in the District's annual budget. The General Manager shall provide a summary of any such agreements to the Board at its next regular meeting.
5. *Procurement of Budgeted Services, Construction, Supplies, Materials, and Equipment for \$100,000 or Less.* The General Manager may authorize agreements for the procurements of services, construction, supplies, materials, and equipment obligating the District to expenditures totaling \$100,000 or less provided that the purchase is for a project described in the District's annual budget. The General Manager shall provide a summary of any such agreements to the Board at its next regular meeting.
6. Board Authorization
7. *Procurement of Services, Construction, Supplies, Materials, and Equipment for more than \$100,000.* The Board shall authorize any agreements for the procurement of services, construction, supplies, materials, and equipment obligating the District to expenditures totaling more than \$100,000 regardless of whether the purchase is for a project that is described in the District's annual budget.

B. RFPs

1. *Procurement Over \$50,000.* [for purchases over \$50,000, the General Manager shall seek quotes from at least three vendors]
2. *Procurement Over \$100,000.* [for purchases over \$100,000, the General Manager shall solicit formal bids through a Request for Proposals]
3. *Specifications for Construction Projects.* The General Manager shall ensure that the RFP for any construction project contains all appropriate

**Commented [AB1]:** Add definitions of Purchase, Purchase Orders, and Blanket Purchase Orders to Definitions chapter.

**Commented [AB2R1]:** Purchase Order means an agreement with a vendor for the one time purchase of supplies, materials, and equipment.

**Commented [AB3R1]:** Blanket Purchase Order means a one year agreement with a vendor for the purchase of supplies, materials, and equipment for an amount not to exceed a specified value over the duration of the agreement.

**Commented [AB4R1]:** Purchase means payment for outright purchase, lease, or rental.

specifications for the project. The level of detail contained in the specifications shall be based on the scope, size, or circumstances of a construction project.

C. Special Circumstances

1. *Special Legal Services Agreements.* The Board shall authorize any agreements for special legal services obligating the District to expenditures totaling more than \$5,000.
2. *Considerations for Professional Services Agreements.* When considering the award of a professional services agreement, the District is not required to award the agreement to the lowest responsive bidder. Instead, for professional services agreements the District may consider qualifications and past performance in addition to cost. [services are to be awarded based on qualification first and then price]
3. *Emergencies.* When procurement is necessary to respond to an emergency, the General Manager shall be authorized to make those expenditures necessary to protect public health, safety and welfare and to protect and maintain the District's operations even where those expenditures exceed the amounts otherwise authorized by this policy. To the extent circumstances permit, the General Manager shall attempt to convene an emergency meeting of the Board or to notify the Board President before purchases are made pursuant to the power conferred by this section.

D. Rejection of Proposals

The Board may reject any and all bids, offers, and proposals submitted to the District for any reason. Following such a rejection, the Board may re-advertise for other proposals.

**MEMORANDUM**

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Energy Audit Report  
Old Business Agenda Item VIII.E.  
**Date:** July 7, 2022

---

An energy audit was performed by American Energy Partners (AEP) on behalf of PG&E on June 1, 2022. The audit is part of a new program where facility owners such as SLCWD can receive a zero-interest loan from PG&E to fund replacement of outdated lighting and equipment that will result in calculable energy savings. There is no out-of-pocket cost to the facility owner with this program because the loan is paid back by the calculated energy savings on each monthly bill until the loan is repaid. Once the loan is repaid, the District would realize the savings directly in their bill from there on out. The District has already made significant steps on its own to reduce energy consumption by installing variable frequency drives on many of our larger pumps, but AEP was able to find a significant number of lighting improvements that could be made. The lighting improvements include replacement of eleven 400-watt mercury vapor lamps in the equipment bays and a large amount of fluorescent lighting at various locations throughout the District. The results of AEP's survey and the potential savings the District might experience along with the contract document necessary to participate in the program are presented on the pages attached.



## SUMMARY

### Sierra Lakes County Water District

Paul Schultz

7305 Short Rd, Soda Springs, CA 95728

5304267800

[pschultz@slcwg.org](mailto:pschultz@slcwg.org)

| LIGHTING              | HVAC                  |
|-----------------------|-----------------------|
| Total Investment Cost | Total Investment Cost |
| \$15,439.27           | 0.00                  |
| \$3,129.27            | \$0.00                |
| <b>TOTAL</b>          |                       |
| TOTAL INVESTMENT      | TOTAL INVESTMENT      |
| \$15,439.27           | 0.00                  |
| TOTAL SAVINGS         |                       |
| \$3,129.27            | \$0.0                 |
| Payback               | Payback               |
| 4.9                   |                       |

### TOTAL COST

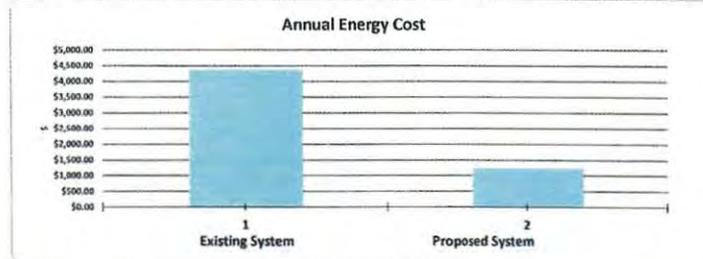
**\$15,439.27**

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| Existing System |                   |                       |                             |               |                 |                |                 |                          |                   |     | Proposed System   |  |                       |                  |                         |                 |                       |     |                          |                             |                   |
|-----------------|-------------------|-----------------------|-----------------------------|---------------|-----------------|----------------|-----------------|--------------------------|-------------------|-----|-------------------|--|-----------------------|------------------|-------------------------|-----------------|-----------------------|-----|--------------------------|-----------------------------|-------------------|
| Line #          | Room Description  | Ceiling Type & Height | Fixture or Lamp Description | Fixture Count | Lamps per Fixt. | Watts per Lamp | Watts per Fixt. | Total Watts all Fixtures | Annual Burn Hours | Kwh | Energy \$ Per Yr. | Fixture or Lamp Description  | Fixture or Lamp Count | Lamp s per Fixt. | Watts per Lamp or Fixt. | Watts per Fixt. | Total Watts all Fixt. | Kwh | Cost per Lamp or Fixture | Total Cost for lamp or Fixt | Energy \$ Per Yr. |
| 10              | Lake Intake Shack | 8'                    | 1x4 T-8 Surface Mount       | 1             | 2               | 32             | 64              | 64                       | 1,992             | 127 | \$24.22           | Eiko Global LLC 10.5W 4' Internal Driver/Line Voltage (UL Type B) T8 1700Lm, 5000K, PL1F5WNB3HDB LED10.5WT8/48/850-DBL-NPC-G9D | 1                     | 2                | 10.5                    | 21              | 21                    | 42  | \$40.00                  | \$80.00                     | \$7.95            |
|                 |                   |                       |                             | 47            |                 |                |                 |                          |                   |     |                   |  | 47                    |                  |                         |                 |                       |     |                          |                             |                   |

|                         | Existing System | Proposed System    |
|-------------------------|-----------------|--------------------|
| System Watts            | 6,545           | 1,891              |
| System kW               | 7               | 2                  |
| System Kwh              | 23,037          | 6,567              |
| Annual kWh Savings      |                 | 16,470             |
| Annual Energy Costs     | \$4,377.00      | \$1,247.73         |
| Monthly Energy Costs    | \$364.75        | \$103.98           |
| Total System Cost       |                 | \$5,740.00         |
| Sales Tax @ 7.500%      |                 | \$430.50           |
| Labor                   |                 | \$3,080.92         |
| QA Engineering Fee      |                 | \$900.00           |
| Shipping                |                 | \$2,187.85         |
| Disposal                |                 | \$1,100.00         |
| System Engineering      |                 | \$1,000.00         |
| Transportation          |                 | \$1,000.00         |
| <b>TOTAL INVESTMENT</b> |                 | <b>\$15,439.27</b> |



**Payback Analysis**

|                                   |             |                                |        |
|-----------------------------------|-------------|--------------------------------|--------|
| Annual Energy Savings             | \$3,129.27  | Return on Investment           | 20%    |
| Annual Maintenance Savings at 15% | \$656.55    | Lighting Energy Cost Reduction | 71%    |
| Simple Payback (Years)            | 4.9         | Monthly Cost of Delay          | 260.77 |
| Ten Year Energy Cash Flow         | \$15,853.43 |                                |        |

**Notice of Assessment:**

Option to assign OBF Note;  
 Joint and irrevocable Notice by American Energy Partners and Gemini Finance Corp  
**EFFECTIVE FOR ALL PAYMENTS MADE ON AND AFTER THIS DATE:**  
 In order to accommodate the change and growth in our business, we have been fortunate to obtain the services of Gemini Finance Corp, as a source of capital funding. The availability of this service will enable us to fund our operations in a more efficient manner. Therefore we wish to inform you that payments of all OBF loan proceeds to American Energy Partners related to this project, should be made PAYABLE AND MAILED DIRECTLY TO:

|  |   |   |
|--|---|---|
| <b>Gemini Finance Corp., Assignee for</b><br><b>American Energy Partners</b><br>1075 Valleyside Lane<br>Encinitas, CA 92024<br><br><b>Gemini Finance Corp.</b><br>Steven Winters | <b>American Energy Partners</b><br>Robert Finn, CEO | To be Assigned: <input type="checkbox"/><br><br>Not Assigned: |
|--|---|---|

Client Acceptance Of All Terms

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: \*\*Utility rebates are offered on a first come, first serve basis and subject to change. Rebates offered from a third party vendor are an estimate only. Actual rebate amounts will be determined after final inspection.\*\*\*\*Payback does not include maintenance savings.  
 \*\*\*These are estimated savings only. These annual and monthly savings are based on a number of variables and assumptions that could change over time. The actual savings derived by your company may be higher or lower.  
 American Energy Partners does not, in any way, warranty the operation or longevity of the ballast(s) should the customer choose to install T8 or T5 LED lighting that runs directly off the ballast(s).  
 American Energy Partners supports manufacturer's warranty; however, labor warranty is good up to one year from date of installation.

# Lighting System Payback Analysis



**CUSTOMER INFORMATION**

**TRADE PRO INFORMATION**

Financing:  Lift Needed:  No Utility:

DATE: 6/27/2022  
 Project Name: **Sierra Lakes County Water District**  
 Contact: Paul Schultz  
 Address: 7305 Short Rd, Soda Springs, CA 95728  
 Phone Number: (530) 426-7800 Email: [pschultz@slcwd.org](mailto:pschultz@slcwd.org)

Sales Person Name: Robert Finn  
 Address: 2 Harris Court, Bldg 1, Monterey  
 Phone: 831-920-1290  
 Email: [rfinn@amenergypartners.com](mailto:rfinn@amenergypartners.com)

Cost Per kWh

**Existing System**

**Proposed System**

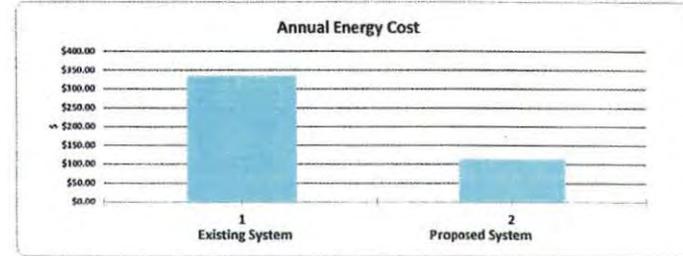
| Line # | Room Description         | Ceiling Type & Height | Fixture or Lamp Description | Fixture Count | Lamps per Fixt. | Watts per Lamp | Watts per Fixt. | Total Watts all Fixtures | Annual Burn Hours | Kwh | Energy \$ Per Yr. | Fixture or Lamp Description  | Fixture or Lamp Count | Lamp s per Fixt. | Watts per Lamp or Fixt. | Watts per Fixt. | Total Watts all Fixt. | Kwh | Cost per Lamp or Fixture | Total Cost for lamp or Fixt | Energy \$ Per Yr. |
|--------|--------------------------|-----------------------|-----------------------------|---------------|-----------------|----------------|-----------------|--------------------------|-------------------|-----|-------------------|--|-----------------------|------------------|-------------------------|-----------------|-----------------------|-----|--------------------------|-----------------------------|-------------------|
| 9      | Pump Station #1          | 8'                    | 1x8 T-12                    | 3             | 2               | 60             | 120             | 360                      | 1,992             | 717 | \$143.42          | Alphalite 38W Direct LED Linear Ambient T8 Strip 8 ft, 4940 Lm, 5000K, 117lm/W PBA1PQB4 ILL-8L(3BS)/850                        | 3                     | 1                | 38                      | 38              | 114                   | 227 | \$190.00                 | \$570.00                    | \$45.42           |
| 10     | Pump Station #2          | 8'                    | 1x4 T-12                    | 2             | 2               | 34             | 68              | 136                      | 1,992             | 271 | \$54.18           | Eiko Global LLC 10.5W 4' Internal Driver/Line Voltage (UL Type B) T8 1700Lm, 5000K, PL1F5WNB3HDB LED10.5WT8/48/850-DBL-NPC-G9D | 2                     | 2                | 10.5                    | 21              | 42                    | 84  | \$40.00                  | \$160.00                    | \$16.73           |
| 11     | Pump Station #3          | 8'                    | 1x4 T-12                    | 2             | 2               | 34             | 68              | 136                      | 1,992             | 271 | \$54.18           | Eiko Global LLC 10.5W 4' Internal Driver/Line Voltage (UL Type B) T8 1700Lm, 5000K, PL1F5WNB3HDB LED10.5WT8/48/850-DBL-NPC-G9D | 2                     | 2                | 10.5                    | 21              | 42                    | 84  | \$40.00                  | \$160.00                    | \$16.73           |
| 12     | Pump Station #3          | 8'                    | Screw in Round CFL          | 5             | 1               | 23             | 23              | 115                      | 1,992             | 229 | \$45.82           | Eiko Global LLC, 11W LED Dimmable A19, 1100 Lm, 5000K LED LED11WA19/OMN/850-DIM-B  | 5                     | 1                | 11                      | 11              | 55                    | 110 | \$10.00                  | \$50.00                     | \$21.91           |
| 13     | Pump Station # 3 Outside |                       | Screw in Round CFL          | 1             | 1               | 23             | 23              | 23                       | 1,992             | 46  | \$9.16            | Eiko Global LLC, 11W LED Dimmable A19, 1100 Lm, 5000K LED LED11WA19/OMN/850-DIM-B  | 1                     | 1                | 11                      | 11              | 11                    | 22  | \$10.00                  | \$10.00                     | \$4.38            |
| 14     | Pump Station #4          | 8'                    | 1x4 T-12                    | 1             | 2               | 34             | 68              | 68                       | 1,992             | 135 | \$27.09           | Eiko Global LLC 10.5W 4' Internal Driver/Line Voltage (UL Type B) T8 1700Lm, 5000K, PL1F5WNB3HDB LED10.5WT8/48/850-DBL-NPC-G9D | 1                     | 2                | 10.5                    | 21              | 21                    | 42  | \$40.00                  | \$80.00                     | \$8.37            |
| 69     |                          |                       |                             |               |                 |                | 0               | 0                        |                   |     | \$0.00            |  |                       |                  |                         |                 | 0                     | 0   |                          | \$0.00                      | \$0.00            |
| 70     |                          |                       |                             |               |                 |                | 0               | 0                        |                   |     | \$0.00            |  |                       |                  |                         |                 | 0                     | 0   |                          | \$0.00                      | \$0.00            |

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Additional Pump Station Lighting absorbed in shipping

|                      | Existing System | Proposed System |
|----------------------|-----------------|-----------------|
| System Watts         | 838             | 285             |
| System kW            | 1               | 0               |
| System kWh           | 1,669           | 568             |
| Annual kWh Savings   |                 | 1,102           |
| Annual Energy Costs  | \$333.86        | \$113.54        |
| Monthly Energy Costs | \$27.82         | \$9.46          |

|                                    |                   |
|------------------------------------|-------------------|
| Total System Cost                  | \$1,030.00        |
| Sales Tax                          | \$97.85           |
| Labor                              |                   |
| System Engineering Calculations    |                   |
| Disposal                           |                   |
| Subtotal                           | \$1,127.85        |
| Less REBATES                       |                   |
| <b>TOTAL INVESTMENT MINUS REB.</b> | <b>\$1,127.85</b> |



**Payback Analysis**

|                                   |            |
|-----------------------------------|------------|
| Annual Energy Savings             | \$220.32   |
| Annual Maintenance Savings at 15% | \$50.08    |
| Simple Payback (Years)            | 5.1        |
| Ten Year Energy Cash Flow         | \$1,075.30 |

|                                |       |
|--------------------------------|-------|
| Return on Investment           | 20%   |
| Lighting Energy Cost Reduction | 66%   |
| Monthly Cost of Delay          | 18.36 |

Note: \*\*Utility rebates are offered on a first come, first serve basis and subject to change. Rebates offered from a third party vendor are an estimate only. Actual rebate amounts will be determined after final inspection.\*\*\*Payback does not include maintenance savings.  
 \*\*\*These are estimated savings only. These annual and monthly savings are based on a number of variables and assumptions that could change over time. The actual savings derived by your company may be higher or lower.  
 California Energy Partners does not, in any way, warrant the operation or longevity of the ballast(s) should the customer choose to install T8 or T5 LED lighting that runs directly off the ballast(s).  
 California Energy Partners supports manufacturer's warranty. However, labor warranty is good up to one year from date of installation.

| Client Acceptance |      |
|-------------------|------|
| Signature         | Date |

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# Financing Supplement to the Energy Efficiency Retrofit Program Application

The Energy Efficiency Retrofit Loan Program (the "Program") is funded by California utility customers and administered by Pacific Gas and Electric Company (PG&E) under the auspices of the California Public Utilities Commission (CPUC). The Program provides qualified PG&E customers with a means to finance energy-efficient (EE) retrofit projects implemented under select PG&E EE Programs (the "Qualified Program"). The loans issued under the Program are interest-free, unsecured loans to fully or partially reimburse qualified PG&E customers for the costs they incur in connection with a qualified retrofit project (the "Retrofit Project"), which term shall mean the energy efficiency retrofit project described in Customer's relevant Energy Efficiency Program Application.

1. **Conditions for Eligibility:** Participation in the Program is limited to PG&E customers that meet the following conditions and satisfy these conditions throughout the duration of the Retrofit Project up to and including the date of Final Verification (defined below in Section 8): (a) the PG&E customer must be a business ("Commercial Customer") or a federal, state, county or local government agency ("Government Customer"). Commercial Customers and Government Customers are collectively referred to as "Customer;" (b) Customer currently receives service from PG&E at the location of the Retrofit Project (the "Location"); (c) Customer has continually maintained an active PG&E account for the previous 24 months and has a minimum of 12 months of historical metered energy usage at Customer's current Location; (d) at the time the Customer's Program Application is Approved and Customer's Loan Agreement is executed, and at the time the loan is to be funded following completion of the Retrofit Project and satisfaction of all other requirements of the Loan Agreement, Customer must be in good credit standing, as determined by PG&E through credit review which may include a commercial credit check and a bill history review, which may be based upon the following and other criteria:
  - a. No 24-hour disconnection notices in the last 12 months;
  - b. No returned payments within the last 12 months;
  - c. No more than 1 payment arrangement in the last 12 months;
  - d. No broken payment arrangements within the last 12 months;
  - e. No deposit assessed within the last 12 months; and
  - f. The Retrofit Project qualifies and Customer is eligible for an incentive under the Qualified Program.

2. **Loan Features:** The loans offered under the Program are interest-free (0%) and free of any fees, late payment penalties or other charges. The loan terms and conditions are set to provide simple payback from energy savings during the maximum allowed loan term, and are calculated by dividing the loan amount (eligible project cost less Qualified Program Incentives) by the estimated monthly energy savings resulting from the Retrofit Project. The ensuing number of monthly payments must not exceed the Maximum Loan Term set forth in chart below ("Loan Amount and Term Limitations").
3. **Eligibility:** Prior to purchasing and installing any energy-efficient measures or equipment under the Qualified Program, Customer must satisfy the eligibility requirements of both the Program and Qualified Program. Because energy efficiency projects in progress are ineligible under the Program, Customer must have an inspection of the Retrofit Project and Location conducted and completed by PG&E before commencing any work or purchasing any equipment for the Retrofit Project.
4. **Inspection:** PG&E will assist Customers in understanding the energy efficiency measures available under the Qualified Program and will answer their questions concerning this Program. After Customer has decided upon the measures that comprise the Retrofit Project, PG&E will request an engineering review, perform an inspection of the Location, calculate the Loan Terms and prepare the Loan Documents. Thereafter, PG&E will provide Customer with a copy of the inspection report, a Loan Agreement, the Application, the applicable On-Bill Financing (OBF) Gas and/or Electric Rate Schedule and Loan Calculation Summary Sheet (collectively, the "Loan Documents").
5. **Loan Documents:** If the terms of the loan are acceptable, Customer shall execute the Loan Documents and return them to PG&E prior to the commencement of the Retrofit Project. Incomplete or incorrect applications cannot be processed and may result in the delay of PG&E's approval and possible disqualification from the Program. Customer may withdraw this Application for any reason without penalty by sending written notice to PG&E.
6. **Customer's Responsibilities for Contractor and Vendor:** Upon PG&E's notification to Customer that the Retrofit Project is eligible for the Program, Customer may begin the Retrofit Project pursuant to the contract agreed upon by Customer, its contractor or vendor. PG&E does not endorse or recommend any particular contractor or vendor nor does PG&E review any contractor or vendor proposals. Rather, Customer shall be solely responsible for reviewing the feasibility of the contractor's and vendor's proposal(s) and verifying their respective qualifications, pricing, energy savings, warranties and the terms and conditions of the contractor's and/or vendor's contract with Customer.

| Loan Amount and Term Limitations  |   |
|---|---|
| Interest  | 0%, with no additional fees or charges                |
| Minimum Loan Amount   | \$5,000   |
| Maximum Loan Amount   | \$250,000 (up to \$4,000,000 with approved exception) |
| Maximum Loan Term, not to exceed the Expected Useful Life (EUL) of the measures | 120 months  |

\*Residential customers are ineligible.

**7. PG&E Disclaimers:** CUSTOMER'S DESIGN OF THE RETROFIT PROJECT AND SELECTION AND USE OF ENERGY EFFICIENCY EQUIPMENT, MEASURES AND SELECTION OF CONTRACTORS AND VENDORS IS AT CUSTOMER'S SOLE DISCRETION AND AT CUSTOMER'S SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PG&E EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY LIABILITY IN RESPECT OF ANY ADVICE, INFORMATION OR OTHER INSTRUCTION PROVIDED BY OR ON BEHALF OF PG&E TO CUSTOMER IN CONNECTION WITH THE QUALIFIED PROGRAM, PROGRAM OR RETROFIT PROJECT. PG&E DOES NOT WARRANT OR BEAR ANY RESPONSIBILITY FOR ANY OF THE FOLLOWING:

- a. THE WORK PERFORMED BY CUSTOMER'S CONTRACTOR(S) OR VENDOR(S), THAT THE RETROFIT PROJECT IS APPROPRIATE FOR THE LOCATION;
- b. THE RETROFIT WILL RESULT IN OR YIELD ANY ENERGY EFFICIENCY SAVINGS OR A SPECIFIC AMOUNT OF ENERGY EFFICIENCY SAVINGS OR OTHER REDUCTION IN CUSTOMER'S PG&E UTILITY BILL AFTER COMPLETION OF THE RETROFIT PROJECT;
- c. THE CONTRACTOR'S OR VENDOR'S SERVICES WILL BE TIMELY, COMPLETE OR ERROR-FREE, OR THAT DEFECTS IN THE RETROFIT PROJECT WILL BE CORRECTED BY SUCH INDIVIDUALS;
- d. ANY ERRORS, OMISSIONS, DEFECTS OR DELAYS IN THE DESIGN OR CONSTRUCTION OF THE RETROFIT PROJECT OR THE OPERATION OF ANY ENERGY EFFICIENCY MEASURES INSTALLED AT THE LOCATION.

**8. Verification:** Upon completion of the Retrofit Project, Customer shall request PG&E's post-completion inspection and final verification that the Retrofit Project has been completed in conformity with the requirements of the Qualified Program and that customer remains eligible [the "Final Verification"].

- a. If there has been any change to the Retrofit Project's scope, cost and/or incentives available under the Qualified Program or energy savings, Customer will be required to enter into a Loan Modification Agreement with PG&E, which may include new contract terms reflecting the changes in the Retrofit Project. [If a Loan Modification Agreement is required, it shall be deemed part of the "Loan Documents."]

b. If the changes to the Retrofit Project are such that it no longer meets the Program's payback criteria or other conditions, the Retrofit Project will be considered ineligible, the Loan Agreement will be terminated and no loan proceeds will be disbursed.

c. IF PG&E DETERMINES, IN ITS ABSOLUTE DISCRETION, THAT CUSTOMER'S CREDIT HAS DETERIORATED OR HAS OTHERWISE PLACED CUSTOMER'S REPAYMENT OF THE LOAN AT RISK, THE LOAN PROCEEDS SHALL NOT BE ISSUED, EVEN THOUGH THE RETROFIT PROJECT MAY HAVE BEEN SATISFACTORILY COMPLETED AT CUSTOMER'S EXPENSE.

**9. Disbursements:** Subject to and following PG&E's satisfactory Final Verification, an incentive check and the loan proceeds will be issued to Customer or, at Customer's written direction, to Customer's contractor or vendor.

**10. General Provisions:**

a. Applications for loans under the Program will be accepted from qualified Customers on a first-come, first-served basis until the funds allocated by PG&E for the Program are no longer available. The Program may be modified or terminated by the CPUC or PG&E at any time and without prior notice. However, termination of the Program following execution of a Loan Agreement by Customer will not affect that Loan Agreement, or, if Customer thereafter satisfies all Program conditions, the disbursement.

b. The loan proceeds may only be used to pay or reimburse Customer for implementing or installing energy-efficient measures or equipment through the Qualified Program.

c. If there is any conflict between the terms of any document relating to the Program, the Loan Documents shall control.

d. For all retrofit projects, including but not limited to streetlight, HVAC and lighting retrofits, Customer acknowledges and understands that Customer is able to use the installation vendor or contractor of their choice.

e. The customer confirms that the OBF loan funds are required for the project to be completed, and that without the loan funds the project would not otherwise be able to be completed with the same scope or within the same time-frame.

I have read, understand and agree to all of the Energy Efficiency Retrofit Loan Program requirements and terms and conditions set forth in this Program description. I understand that loan calculations will be based on pre-inspection results and on the applicable program documentation, and that my agency/company must meet all eligibility criteria and requirements in order to participate in the Program. Any unapproved changes to project scope, costs or run hours, or to my agency's/company's creditworthiness, between the time the Loan Documents are accepted and signed and the Retrofit Project is completed and the project's and my agency's/company's continued eligibility are verified, could result in loan ineligibility.

Legal Name of Business (i.e., the formal name on your tax return)

Authorized Representative's Printed Name

Authorized Representative's Signature

Title

Date

Tax identification information (select one):

Federal Tax ID Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

**FOR PG&E USE ONLY:**

PG&E OBF Administrator

Printed Name

Date

Retrofit Program Application Number

OBF Application Number



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April 2011

CTM-0710-0660

## MEMORANDUM

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Watermain Leak and Emergency Repair  
New Business Agenda Item IX.A.  
**Date:** July 7, 2022

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### **Background:**

Early in the morning of June 20 the District experienced a rather large watermain leak on the existing 4-inch asbestos cement (AC) waterline that runs along Soda Springs Road south of Dulzura Road where the waterline crosses beneath a double-barreled culvert carrying Dulzura Creek to the lakes. Approximately 200,000 gallons was lost before the leak could be located and isolated. All services were restored (one temporarily) and the District is working with Farr-West Engineering to develop the ultimate repair that may include some form of trenches technology or an open cut. The District will perform some potholing in the vicinity of the culvert to make sure it wasn't undermined or compromised in any way and if damage to the culvert(s) is detected, repairs will be included in the overall project. Since the District already has Rados on site doing other construction work, it is proposed that they perform the physical repair work on a negotiated T&M basis by change order to their existing contract. And if Rados will already be performing the repair, it is further proposed to replace more waterline than was affected by the leak alone since we know that this 4-inch line needs to be upsized to 8-inch and the entire reach of existing AC waterline is in suspect condition and likely to continue to experience more frequent failures.

The Engineer's Estimate of Probable Cost for the complete replacement of the waterline (1,245 feet) is \$654,414, excluding any contingency. Repair of the leak section alone (300 feet) will be approximately \$276,414 and leaves 945 feet of old AC pipe left to replace at some future date with new mobilization, traffic control, and erosion control costs added to that future contract.

This item will be discussed further, and possible action taken as part of New Business Agenda Item IX.A.

### **Recommendation:**

1. Authorize the General Manager and Farr-West Engineering to negotiate a T&M change order with Rados for the complete replacement of 1,245 feet of old 4-inch AC watermain along Soda Springs Road with new 8-inch C900 PVC waterline, and either
  - a. return the negotiated change order to the Board of Directors for execution at a yet unscheduled special meeting, or
  - b. authorize the General Manager to execute the change order on the District's behalf.





**Water Main Repair  
Planning Level Cost**

| Bid Item               | Description  | Quantity | Units | ENGINEER'S OPINION OF PROBABLE COST |                     | STEVE P. RADOS, INC. |                       |
|------------------------|--|----------|-------|-------------------------------------|---------------------|----------------------|-----------------------|
|                        |  |          |       | Unit Price                          | Total               | UNIT PRICE           | TOTAL                 |
| 1                      | Mobilization and Demobilization  | 1        | LS    | \$26,000.00                         | \$26,000.00         | \$300,000.00         | \$300,000.00          |
| 2                      | Temporary Traffic Control  | 1        | LS    | \$8,000.00                          | \$8,000.00          | \$32,000.00          | \$32,000.00           |
| 3                      | Temporary Erosion Control  | 1        | LS    | \$13,000.00                         | \$13,000.00         | \$100,000.00         | \$100,000.00          |
| 4                      | 4-inch SDR 35 PVC Sewer Lateral  |          | EA    | \$8,000.00                          | \$0.00              | \$4,300.00           | \$0.00                |
| 5                      | Fire Hydrant Service Adjustment  | 1        | EA    | \$5,000.00                          | \$5,000.00          | \$9,000.00           | \$9,000.00            |
| 6                      | 48-inch SSMH   |          | EA    | \$15,000.00                         | \$0.00              | \$20,000.00          | \$0.00                |
| 7                      | Chimney Seal Installation  |          | EA    | \$750.00                            | \$0.00              | \$900.00             | \$0.00                |
| 8                      | SSMH Grade Adjustment  |          | EA    | \$3,000.00                          | \$0.00              | \$1,800.00           | \$0.00                |
| 9                      | 6-inch Sewer Forcemain (C900 PVC)  |          | LF    | \$300.00                            | \$0.00              | \$350.00             | \$0.00                |
| 10                     | 8-inch Forcemain (C900 PVC)  | 1,245    | LF    | \$325.00                            | \$404,625.00        | \$400.00             | \$498,000.00          |
| 11                     | Sewer Pump Station 2 Alignment Creek Crossing (Horizontal Directional Drill) |          | LS    | \$90,000.00                         | \$0.00              | \$485,000.00         | \$0.00                |
| 12                     | Sewer Pump Station 3 Alignment Creek Crossing (Horizontal Directional Drill) |          | LS    | \$70,000.00                         | \$0.00              | \$450,000.00         | \$0.00                |
| 13                     | Sewer Pump Station 2 Improvements  |          | LS    | \$200,000.00                        | \$0.00              | \$350,000.00         | \$0.00                |
| 14                     | Sewer Pump Station 3 Improvements  |          | LS    | \$200,000.00                        | \$0.00              | \$318,000.00         | \$0.00                |
| 15                     | Sewer Pump Station 4 Improvements  |          | LS    | \$350,000.00                        | \$0.00              | \$500,000.00         | \$0.00                |
| 16                     | Sewer Infrastructure Abandonment   |          | LS    | \$10,000.00                         | \$0.00              | \$12,000.00          | \$0.00                |
| 17                     | Remove and Dispose Existing ACP Piping (Contingent Item)                     | 500      | LF    | \$50.00                             | \$25,000.00         | \$62.00              | \$31,000.00           |
| 18                     | Non-Excavatable Rock Removal (Contingent Item)                               | 20       | CY    | \$500.00                            | \$10,000.00         | \$380.00             | \$7,600.00            |
| 19                     | Asphalt Patching (3-inch AC / 8-inch AB)                                     | 4,980    | SF    | \$17.00                             | \$84,660.00         | \$11.00              | \$54,780.00           |
| <b>Base Bid Total:</b> |  |          |       |                                     | <b>\$576,285.00</b> |                      | <b>\$1,032,380.00</b> |

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## MEMORANDUM

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Sanitary Sewer System Overflow Correction  
New Business Agenda Item IX.B.  
**Date:** July 7, 2022

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The District has been experiencing intermittent sanitary sewer overflows (SSOs) from a manhole on Soda Springs Road north of Serene Road where the force main from Pump Station No. 3 breaks to a non-pressurized gravity line. The issue could be some type of obstruction in the line, but the most likely cause is some form of hydraulic issue or trapped air in the line unable to escape.

Farr-West Engineering has prepared a proposal for the investigation and correction of the problem with a cost of \$13,620.00. A copy of Farr-West's proposal and fee estimate are attached.

The work is divided into a base service fee and a contingency/owner directed services fee and contingency. The contingency will be managed as time and materials, and labor will not be charged to this task unless construction exceeds a two-day period and the District approves the work.

**EXHIBIT A  
SCOPE OF WORK**

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**Sierra Lakes County Water District  
Sanitary Sewer Overflow Project**

**INTRODUCTION**

The Sierra Lakes County Water District (District) plans to complete repairs on an existing sanitary sewer force main discharge manhole located on Soda Springs Road (Project) to resolve inadequate draining attributed to insufficient air release. From the manhole structure, sewage is conveyed downstream by gravity through a 6-inch pipe. At the entrance of this pipe within the manhole, sewage is reported to backup, and the District is concerned that this issue may cause the manhole to overflow during a high rain event. The District has requested Farr West Engineering (Farr West) to propose services for oversight of the Project from design through construction completion. The task breakdown for the Project is designated as follows:

**Design Services**

- Task 1 – Project Management
- Task 2 – Design Services
- Task 3 – Bidding Services
- Task 4 – Construction Administration
- Task 5 – Construction Observation
- Contingent Task 6 – Owner Directed Services
- Contingent Task 7 – Construction Schedule Contingency

**DESIGN SERVICES**

**Task 1 – Project Management**

**Objective**

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

**Approach**

Farr West will routinely review Project progress and communicate Project status on a regular basis. Communication will be through email and telephone. This task will include the following activities:

- Project administration, maintenance of Project schedule, cost control, monthly invoicing, filing, resource allocation, and routine communications.
- Team coordination, including conference calls with the District and Contractor and internal progress meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the District.

## **Deliverables**

The following deliverables will be submitted under this task:

- Monthly invoices.

## **Assumptions**

The following assumptions apply:

- Overall Project duration is estimated at four (4) months.
- Project-related issues will be identified, communicated, and resolved.
- Submittals will be made from Farr West to the District electronically.

## **Task 2 – Design**

### **Objective**

This task includes gathering information, development of alternative manhole improvements, design criteria, and estimated construction costs, coordination with the District, and preparation of improvement plans.

### **Approach**

This task will include the following activities:

- Hold kick-off meeting with District and internal Project team.
- Coordinate with District to obtain information and records to finalize existing Project conditions and existing utility and site mapping required to complete the construction of the work.
- Evaluation of improvement alternatives and coordination with District for design selection. Two preliminary alternatives have been identified. The first alternative includes installation of an ARV with modification to the existing manhole. The second alternative involves removal of the existing manhole and reverting the downstream gravity sewer main section to a force main.
  - Evaluation of information needed to determine most-appropriate improvement alternative, including flow and capacity, condition of gravity sewer main through CCTV to confirm obstructions are not present, and existing elevations in the manhole and the downstream gravity main to assess hydraulic conditions are adequate for the recommended alternative.
  - Following design selection by the District, Farr West will proceed with design development and task deliverables.
- Preparation of improvement plans (Plans) detailing applicable construction conditions and requirements including:
  - General notes;
  - Site plan;
  - Trench excavation and backfill detail and additional details for construction of selected design; and,
  - Adjacent utilities within the Project area.
- Preparation of Contract between District and Contractor.
- Preparation of Engineer's Opinion of Probable Cost.
- Quality assurance and quality control of deliverables.

## **Deliverables**

The following will be delivered under this task:

- 75% Submittal for District review and comment will include individual PDF files of the Plans (11"x17"), Contract between District and Contractor, and Engineer's Opinion of Probable Cost.
- 100% Submittal for District review and comment will include individual PDF files of the Plans (11"x17"), Contract between District and Contractor, and Engineer's Opinion of Probable Cost.

## **Assumptions**

The following assumptions apply:

- District will provide CCTV documentation for use in verifying existing conditions of the gravity sewer main downstream from the manhole.
- If the assessment of the existing conditions presents a feasible alternative that requires increased effort for design and/or construction, features of the design including design effort, cost, and construction duration will be presented to the District for approval prior to development of design task deliverables, bidding, and construction efforts. Increased or decreased design effort and/or construction duration will be reviewed with the District if it deviates from the preliminary assumptions outlined in this proposal.
- Design efforts for the identified preliminary alternatives are anticipated to be comparable.
- Construction effort for the force main alternative is anticipated to require increased schedule duration in comparison to the ARV alternative. The scope and fee for Construction Observation and Construction Administration provided in this proposal apply a construction schedule of (2) days for the ARV alternative and only include the effort for installation of an ARV and minor modifications to the existing manhole. If the selected alternative includes work on the force main, substantial manhole modifications, or additional work that increases the required construction schedule, additional labor included under Contingent Task 7 may be utilized with approval of the Owner.
- Review with the District and Farr West will be via conference call or virtual platform.
- Project disturbance will be less than 1 acre. Central Valley Water Board and NPDES General Construction Permit will not be required.
- If dewatering is required, Contractor will be responsible to coordinate, apply, and obtain appropriate permit(s).
- A geotechnical investigation is not included in this proposal.
- Permitting efforts are not included in this proposal.
- Preparation of Technical Specifications is not included in this proposal.

## **Task 3 – Bidding Services**

### **Objective**

Assist the District in the bid solicitation, review, and award process of the Construction Contract.

### **Approach**

Activities under this task will include the following elements:

- Advertise and bid the Project electronically through the Planet Bids platform and coordinate solicitation with appropriate Contractors.
- Answer questions from Contractors, review Contractor proposals, and perform due diligence check.
- Attend one (1) proposal review meeting with District for Contractor selection.

- Produce conformed Plans and incorporate changes resulting from bidding (if applicable).
- Prepare and issue Notice of Award.
- Facilitate execution of Agreement between Owner and Contractor and coordinate collection of Contractor's Bonds and Insurance.

### **Deliverables**

The following deliverables will be submitted under this task:

- Contractor proposals.
- Notice of Award.
- Agreement, Bonds, and Insurance.
- Three (3) half-size sets of conformed Plans for use during construction.

### **Assumptions**

The following assumptions apply:

- No pre-bid meeting will be held.
- Recommendation for Award not required. Farr West will meet with the District to review proposals and discuss Contractor selection.

### **Task 4 – Construction Administration**

#### **Objective**

Monitor the Project and keep District informed of the Project status. This task also includes assisting District with closeout of the construction process and Construction Contract.

#### **Approach**

The following activities will be performed as part of this task:

- Manage and direct the Farr West Project team and provide routine Project administration and communications.
- Coordinate construction schedule with Owner, Contractor, and Construction Observer.
- Process one (1) change order(s), payment applications, evaluating claims, reviewing submittals, respond to RFIs, and address unanticipated conditions.
- Weekly in-office construction administration activities include the following:
  - Processing of documents, coordination with all parties, daily observation report QC, etc.
  - Maintain all Project documentation for the duration of the Project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, field orders, work change directives, and change orders.
- Conduct a final inspection meeting to verify that all outstanding work items are complete (Construction Observer to perform on-site final walkthrough with Contractor and District Staff).
- Upon completion of construction, obtain Construction Observer and Contractor as-builts and incorporate all modifications into a set of record drawings. Revisions will be made in the AutoCAD files.
- Recommend Project final acceptance to the District.

## **Deliverables**

The following deliverables will be submitted under this task:

- Electronic copies of responses to material submittals, cutsheets, and construction plan review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.
- Record drawings electronically and one (1) 11"x17" set of improvement plans.

## **Assumptions**

The following assumptions apply:

- A pre-construction meeting is not required.
- Construction anticipated to take two (2) days. If the construction effort for the selected alternative deviates from this timeframe, Farr West will coordinate with the District in the design phase for District approval prior to bidding the Project.
  - Additional Construction Observation and Construction Management time for eight (8) additional days of construction is accounted for in Task 7. The fee for this task will not be charged without prior approval from the District.
- The Construction Observer and Contractor will provide complete and clean set of redlines to Farr West.

## **Task 5 – Construction Observation**

### **Objective**

Perform construction observation ensuring all aspects constructed are compliant with the design plans and applicable specifications.

### **Approach**

The following activities will be performed as part of this task:

- Construction Observer to provide full-time observation during the construction process.
- Notify Contractor, Engineer, and District of any issues in the field as or before issues occur to allow quick resolution.
- Answer questions, ensure work is being completed, and coordinate with all parties and the public.
- Monitor traffic control and public access.
- Prepare daily observation reports, measure quantities, and take photographic records.
- Monitor material testing (performed by others) to certify requirements are being met.
- Keep a set of redlined as-builts of construction.

## **Deliverables**

The following deliverables will be submitted under this task:

- Daily Observation Reports.
- Redlined as-builts.

## **Assumptions**

The following assumptions apply:

- Construction anticipated to take two (2) days. If the construction effort for the selected alternative deviates from this timeframe, Farr West will coordinate with the District in the design phase for District approval prior to bidding the Project.
  - Additional Construction Observation and Construction Management time for eight (8) additional days of construction is accounted for in Task 7. The fee for this task will not be charged without prior approval from the District.
- Farr West construction observation labor includes a total of eight (8) hours per day for on-site inspection, reporting, and traveling.
- If construction efforts vary from this schedule, with approval of the District, Farr West will be present for days that work is being performed until complete and compensated on a time and materials basis under Contingent Task 7.
- On-site observation will only occur when the Contractor is performing work.
- On-site construction observation will be coordinated with the Contractor based on their construction schedule and communications during the period of construction.
- Farr West is not responsible for the Contractor's construction means and methods; Project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans prepared by Farr West.
- Logs, daily reports, meeting minutes, etc. will be provided to the construction site on an as-needed basis.

### **Task 6 – Owner Directed Services**

District directed Farr West to include an Owner Directed Service task totaling ten percent (10%) of the engineering budget. Owner directed services are reserved for tasks that are currently unaccounted for in the Project Scope of Work (if any). Labor effort will not be charged to this task unless authorized by the District.

### **Task 7 – Construction Schedule Contingency**

If the construction schedule exceeds two (2) days, labor for an additional eight (8) days of Construction Observation and Construction Management are provided in this contingent task. Additional detail for these efforts is provided under Task 4 and Task 5. Labor effort will not be charged to this task unless authorized by the District. Work will be performed until complete and compensated on a time and materials basis.

**EXHIBIT B  
SCHEDULE**

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|                                   |                       |
|-----------------------------------|-----------------------|
| <b>Project Begin:</b>             | <b>June 2022</b>      |
| <b>Design Completion:</b>         | <b>July 2022</b>      |
| <b>Bidding Phase:</b>             | <b>August 2022</b>    |
| <b>Construction and Closeout:</b> | <b>September 2022</b> |

**EXHIBIT C  
BUDGET**

|                     |                                   |                    |
|---------------------|-----------------------------------|--------------------|
| Task 1              | Project Management                | \$2,815            |
| Task 2              | Design Services                   | \$3,780            |
| Task 3              | Bidding Services                  | \$1,490            |
| Task 4              | Construction Administration       | \$1,700            |
| Task 5              | Construction Observation          | \$1,760            |
|                     | <b>TASK 1-5 TOTAL:</b>            | <b>\$11,545.00</b> |
| Task 6 (Contingent) | Owner Directed Services           | \$2,290            |
| Task 7 (Contingent) | Construction Duration Contingency | \$11,330           |
|                     | <b>CONTINGENT TASKS TOTAL:</b>    | <b>\$13,620.00</b> |

**EXHIBIT D  
ENGINEER'S RATE SCHEDULE**

| <b>Title</b>                                 | <b>Hourly Rate</b> | <b>Title</b>                 | <b>Hourly Rate</b> |
|--|--------------------|------------------------------|--------------------|
| Principal Engineer                           | \$189              | Project Coordinator          | \$105              |
| Senior Engineer II                           | \$182              | Project Assistant I          | \$80               |
| Senior Engineer                              | \$170              | Admin IV                     | \$110              |
| Engineer IV                                  | \$150              | Admin III                    | \$95               |
| Engineer III                                 | \$140              | Admin II                     | \$85               |
| Engineer II                                  | \$130              | Admin I                      | \$75               |
| Engineer I                                   | \$120              | Intern                       | \$50               |
| Engineer in Training II                      | \$108              | GIS Analyst II               | \$150              |
| Engineer in Training I                       | \$100              | GIS Analyst I                | \$125              |
| Senior Electrical Engineer                   | \$170              | GIS Specialist               | \$110              |
| Electrical Engineer III                      | \$150              | GIS Technician II            | \$100              |
| Electrical Engineer II                       | \$140              | GIS Technician I             | \$90               |
| Electrical Engineer I                        | \$130              | Water Resource Specialist    | \$150              |
| Electrical and Controls Engineer in Training | \$125              | Water Rights Specialist II   | \$140              |
| Electrical Engineer in Training II           | \$120              | Water Rights Specialist I    | \$115              |
| Electrical Engineer in Training I            | \$110              | Water Rights Technician III  | \$100              |
| Senior Hydrogeologist                        | \$176              | Water Rights Technician II   | \$90               |
| Hydrogeologist II                            | \$125              | Water Rights Technician I    | \$80               |
| Hydrogeologist I                             | \$110              | Regulatory & Env. Specialist | \$110              |
| Construction Inspector III                   | \$125              | Professional Surveyor        | \$155              |
| Construction Inspector II                    | \$120              | Senior Survey Technician     | \$135              |
| Construction Inspector I                     | \$110              | Survey Technician III        | \$125              |
| Designer III                                 | \$130              | Survey Technician II         | \$115              |
| Designer II                                  | \$125              | Survey Technician I          | \$100              |
| Designer I                                   | \$115              | 1 Man Survey Crew            | \$160              |
| Proposal Specialist                          | \$85               | 2 Man Survey Crew            | \$270              |

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case-by-case basis.

**MEMORANDUM**

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Ice Lakes Dam and Serena Creek Channel Acquisition  
New Business Agenda Item IX.C.  
**Date:** July 7, 2022

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When the District acquired the lakes bottom and other properties from the Truckee Donner Land Trust in 2012 the property where Ice Lakes Dam is located and the reach of Serena Creek between Lake Dulzura and the dam were omitted by oversight.

The District plans to acquire these properties to solidify the District's right to operate and maintain Lake Dulzura's exit channel and the Ice Lakes Dam located on Truckee Donner Land Trust and other property. To complete the acquisition, a Minor Boundary Line Adjustment for the subject parcels is required to ensure the parcel covers the extent of the exit channel; in addition to the Minor Boundary Line Adjustment, a Minor Land Division Parcel Map is necessary to create a second parcel that the District can acquire through this process that will include the extents of the exit channel and dam from Truckee Donner Land Trust and others.

Farr-West Engineering has prepared a proposal in the amount of \$44,792.00 for the documentation necessary for the District to acquire the subject properties from the land trust and record the acquisition with Placer County.

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 7, 2022.

## **Task Order**

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**Task Order Number: 03**

**Date: July 7, 2022**

**Title: Serene Lake and Dam Property Acquisition**

**Project Description:** The Sierra Lakes County Water District (District) plans to acquire portions of APNs 069-020-56, 069-490-15, and 069-490-17 to solidify the District's right to operate and maintain Lake Dulzura's exit channel and associated dam located on the Truckee Donner Land Trust parcel. To complete the acquisition, a Minor Boundary Line Adjustment for the above-mentioned parcels is required to ensure the parcel covers the extents of the exit channel; in addition to the Minor Boundary Line Adjustment, a Minor Land Division Parcel Map is necessary to create a second parcel that the District will acquire through this process that will include the extents of the exit channel and dam for Truckee Donner Land Trust (Project). The District has requested Farr West Engineering (Farr West) to propose services for oversight of the Project. The task breakdown for the Project is designated as follows:

### **Design Services**

- Task 1 – Minor Boundary Line Adjustment
- Task 2 – Minor Land Division Parcel Map
- Task 3 (Contingent) – Owner Directed Services

The Master Services Agreement is amended and supplemented to include the following agreement of the parties.

## **PART 1 – SERVICES**

### **Task 1 – Minor Boundary Line Adjustment**

#### **Objective**

To adjust the existing boundary lines between APNs 069-020-56, 069-490-15, and 069-490-17, so APN 069-020-67 includes the Lake Dulzura's exit channel.

#### **Approach**

This task will include the following activities:

- Field Activities
  - Farr West will conduct boundary reconnaissance for the three aforementioned parcels and adjacent subdivisions.
  - Farr West will use aerial flight and ground topo data to capture creek extents, dam, and all required submittal features.
  - Farr West will set final corners for the adjusted parcel lines and all missing subject boundary corners.

- Office Activities
  - Farr West will conduct mapping and utility research.
  - Farr West will process Control/Flight/Topo data and draft required submittal features.
  - Farr West will prepare the boundary line adjustment quitclaim deed along with legal descriptions for each original and adjusted parcel. All public utility easements will be addressed to meet agency requirements.
  - Farr West will prepare a Record of Survey Map in accordance with local and state requirements. Farr West will provide the District with a copy of the map to address any concerns or revisions prior to submittal to Placer County Planning Services Division. Entity comments will be addressed and resubmitted as needed.
  - Farr West will coordinate with the District, security interest holders, and all agencies for signatures on the map and quitclaim deed.

**Deliverables**

The following will be delivered under this task:

- Preliminary Record of Survey Map for District’s review
- Final Record of Survey Map and quitclaim deed

**Assumptions**

The following assumptions apply:

- Two-man crew for recovering monuments and setting monuments.
- The District shall be responsible for preparing and providing any documents that permit the right of entry onto private and/or public property needed to facilitate the requested survey.
- The District will be responsible for providing a current, hyperlinked, Preliminary Title Report(s) for all affected parcels for the project.
- Additional work not included in this proposal will only be commenced with the express agreement of the District or their assigned representative(s) and will be provided on a time and materials (T&M) basis, unless otherwise agreed to in advance.
- Additional information (abandonments, planning requirements etc.) will be addressed on an item-by-item basis as directed by the District. Those requiring significant effort may be billed on a time and material basis (T&M).
- A request to 811 for utility markings will be required for this project. Even though the requirement for excavation is not met, utility locations affecting all subject parcels will be required to fulfill submittal requirements.

**Task 2 – Minor Land Division Parcel Map**

**Objective**

To create a second parcel (APN 069-020-67) that the District will acquire that includes the full extent of Lake Dulzura’s exit channel and associated dam for Truckee Donner Land Trust.

**Approach**

This task will include the following activities:

- Field Activities
  - Farr West will install public notice signage.
  - Farr West will set final corners for the new parcel line.

- Office Activities
  - Farr West will prepare a Parcel Map in accordance with state and local requirements. All easements of public record and any new on-site easements necessary for approval of the parcel map or required by the District will be plotted and granted on the map, if applicable.
  - Farr West will prepare the necessary submittal packet and provide the District with a copy to address any concerns or revisions prior to submittal to Placer County Planning Services Division. Entity comments will be addressed and resubmitted as needed. Farr West relies on open communication to ensure client satisfaction in all our survey work.
  - Farr West will coordinate all required signatures prior to recordation of the map.

**Deliverables**

The following deliverables will be submitted under this task:

- Submittal packet for District’s review
- Final Parcel Map

**Assumptions**

The following assumptions apply:

- Two-man crew for installing public notice signage and setting monuments.
- The District shall be responsible for preparing and providing any documents that permit the right of entry onto private and/or public property needed to facilitate the requested survey.
- The District will be responsible for providing a current, hyperlinked, Preliminary Title Report(s) for all affected parcels for the project.
- Additional work not included in this proposal will only be commenced with the express agreement of the District or their assigned representative(s) and will be provided on a time and materials (T&M) basis, unless otherwise agreed to in advance.
- Additional information (abandonments, planning requirements etc.) will be addressed on an item-by-item basis as directed by the District. Those requiring significant effort may be billed on a time and material basis (T&M).
- A request to 811 for utility markings will be required for this project. Even though the requirement for excavation is not met, utility locations affecting all subject parcels will be required to fulfill submittal requirements.

**Task 3 (Contingent) – Owner Directed Services**

District directed Farr West to include an Owner Directed Service task totaling ten percent (10%) of the engineering budget. Owner directed services are reserved for tasks that are currently unaccounted for in the Project Scope of Work (if any). Labor effort will not be charged to this task unless authorized by the District.

**PART 2 – COMPENSATION**

The District shall pay Farr West on a lump sum basis for Tasks 1 and 2 with monthly invoices, including travel, not to exceed **Forty Thousand Seven Hundred Twenty Dollars (\$40,720)**. Contingent Task 3, “Owner Directed Services” will be paid, only with the approval for use by the Owner, on a time and materials basis. Hourly rates and other expenses shall be in accordance with Exhibit C of the Master Services Agreement (Standard Hourly Rates). A breakdown of the individual task budgets is as follows:



**RESOLUTION NO. 2022-13\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SIERRA LAKES COUNTY WATER DISTRICT  
ESTABLISHING APPROPRIATIONS LIMITATION**

WHEREAS, pursuant to Section 7900, et seq., of the California Government Code and Article 13B of the California Constitution, the Sierra Lakes County Water District is required to adopt a limit on appropriations for its fiscal year 2022/2023; and

WHEREAS, the State Department of Finance has provided the necessary documents to enable the District to calculate and adopt such a limitation, which documentation is on file at the District office.

BE IT THEREFORE RESOLVED that the limit of appropriations which are subject to limitation under the provisions of the Government Code and the California Constitution for Sierra Lakes County Water District for fiscal year 2022/2023 is hereby declared to be **\$2,935,064.71**

\* \* \* \* \*

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted and passed by the Board of Directors of the Sierra Lakes County Water District, Placer County, California, at a meeting thereof held on the 14th day of July, 2022, by the following votes of the members thereof:

AYES, and in favor thereof: Directors

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
Anna Nickerson Secretary to the Board

APPROVED:

\_\_\_\_\_  
Dan Stockton, Board President

**SIERRA LAKES COUNTY WATER DISTRICT  
 APPROPRIATIONS LIMITATION CALCULATION  
 FISCAL YEAR JULY 2022 - JUNE 2023**

| Per Capita<br>Change | Population<br>Change | Change Factor          |
|----------------------|----------------------|------------------------|
| 1.0755               | x 0.9900             | = <u><u>1.0647</u></u> |

| 2021/2022<br>Appropriation<br>Limit | Change<br>Factor | 2022/2023<br>Appropriations<br>Limit |
|-------------------------------------|------------------|--------------------------------------|
| \$ 2,756,589.33                     | 1.0647           | <u><u>\$ 2,935,064.71</u></u>        |



May 2022

Gavin Newsom ■ Governor

1021 O Street, Suite 3110 ■ Sacramento CA 95814 ■ [www.dof.ca.gov](http://www.dof.ca.gov)

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

**Please Note:** The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

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

KEELY MARTIN BOSLER  
Director  
By:

ERIKA LI  
Chief Deputy Director

Attachment

. 99  
73

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

| Per Capita Personal Income |                                   |
|----------------------------|-----------------------------------|
| Fiscal Year (FY)           | Percentage change over prior year |
| 2022-23                    | 7.55                              |

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

**2022-23:**

Per Capita Cost of Living Change = 7.55 percent  
 Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio:

$$\frac{7.55 + 100}{100} = 1.0755$$

Population converted to a ratio:

$$\frac{-0.30 + 100}{100} = 0.997$$

Calculation of factor for FY 2022-23:

$$1.0755 \times 0.997 = 1.0723$$

Fiscal Year 2022-23

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022**

| County<br>City | <u>Percent Change</u> | <u>--- Population Minus Exclusions ---</u> |         | <u>Total</u> |
|----------------|-----------------------|--|---------|--------------|
|                | 2021-2022             | 1-1-21                                     | 1-1-22  | 1-1-2022     |
| Placer         |                       |  |         |              |
| Auburn         | -1.36                 | 13,795                                     | 13,608  | 13,608       |
| Colfax         | 1.29                  | 2,016                                      | 2,042   | 2,042        |
| Lincoln        | 1.65                  | 50,422                                     | 51,252  | 51,252       |
| Loomis         | -1.38                 | 6,833                                      | 6,739   | 6,739        |
| Rocklin        | 0.03                  | 71,644                                     | 71,663  | 71,663       |
| Roseville      | 1.51                  | 148,794                                    | 151,034 | 151,034      |
| Unincorporated | -1.16                 | 114,013                                    | 112,687 | 112,687      |
| County Total   | 0.37                  | 407,517                                    | 409,025 | 409,025      |

$$\frac{-1.16 + 100}{100} = .99$$

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

## MEMORANDUM

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Cost of Living and Compensation Adjustments for  
Financial Consultant and General Manager  
New Business Agenda Item IX.E.  
**Date:** July 7, 2022

---

### **Financial Consultant:**

The District's contract with its Financial Consultant, Anna Nickerson, was last updated in May of 2019. Since that time no adjustments have been made to compensation. The attached contract between SLCWD and Anna Nickerson, LLC provides for a modest \$8.00/hr. upward adjustment in compensation to \$96.00/hr. (9.09%). The maximum annual compensation for this position remains unchanged at \$160,000.00/yr.

### **General Manger:**

The District's contract with its General Manager, Paul A. Schultz, was initiated in June of 2019. Since that time the only change was an assignment of the contract from Mr. Schultz as an individual to Paul A. Schultz, PE, Inc. The attached contract between SLCWD and Paul A. Schultz, PE, Inc. provides for a modest \$12.50/hr. upward adjustment in compensation to \$175.00/hr. (7.69%). The maximum annual compensation has been reduced to \$262,500.00/yr. to match the amount listed in the District's adopted 2022-2023 Annual Budget. The minimum commitment in time (overall and on-site) has also been adjusted downward to reflect that some duties previously executed by the General Manager have been assigned to the District Engineer and the Utility Operations Manager.

### **Recommendation:**

1. Execute the revised contracts for District Financial Consultant and General Manager.

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**SIERRA LAKES COUNTY WATER DISTRICT**  
**and**  
**ANNA M NICKERSON LLC**

This Agreement is made as of July 14, 2022, between **Sierra Lakes County Water District (SLCWD)**, hereinafter referred to as "CLIENT," and **ANNA M NICKERSON LLC**, hereinafter referred to as "CONSULTANT."

**1.0 BASIC SERVICES**

The CONSULTANT shall act as the District's Financial Consultant/Secretary to the Board and perform the following tasks and additional services as may be requested by the CLIENT:

- All accounting and financial reporting functions for SLCWD including the management of the general ledger, completion of ledger accounts, journal entries and financial statements. Evaluation and improvements to internal accounting processes ensuring that practices are in line with GASB and the overall goals of the organization. Provide audit support for the annual audit.
- All accounting and financial reporting functions for Assessment District 2011-1 including placement of annual assessment payments on Placer County's tax roll, completion of ledger accounts, journal entries and financial statements. Evaluation and improvements to internal accounting processes ensuring that practices are in line with GASB and the overall goals of the organization. Provide audit support for the annual audit.
- Responsible for all payroll functions including processing of payroll data ensuring that with holdings and other deductions associated with net pay are done properly, administration of Human Resources procedures, maintenance of personnel records and monthly reporting to governmental agencies such as IRS, Employment Development Department, CalPERS etc.
- Responsible for all activities in the accounts receivable function for both SLCWD and Assessment District 2011-1. Management of collection activities such as sending follow-up inquiries, collecting with past due accounts, processing and keeping track of cash receipts, placing unpaid service fees on Placer County's tax roll and the maintenance of accurate records. Creating financial reports relating to account receivable function and status of accounts. Audit of the methods and procedures of the accounts receivable function to improve efficiency.
- Responsible for all activities in the accounts payable function for both SLCWD and Assessment District 2011-1. Ensuring timely payments of vendor invoices and expense vouchers and the maintenance of accurate records and control reports. Review of applicable accounting reports and accounts payable register to ensure accuracy.
- Attendance at regular monthly Board Meetings and special meetings as requested including preparation and posting of agendas, preparation of board packet materials and transcription of meeting minutes
- Participation in preparation of annual operating budget.
- Development and review of Annual Water/Sewer Service Fee rates and Water/Sewer Connection Fees for new construction.
- Administration, review and approval of District responsibilities for building permits.

- Review and Maintenance of District information systems including accurate customer data in QuickBooks, Badger Meter and Lucity (Sierra Lakes Asset Management System) programs.
- Preparation and coordination of Proposition 218 Hearings to authorize rates increases.
- Management of the District's Administration Office.
- Development of procedures and policies for office activities, such as filing, dictating, records maintenance, typing, word processing, faxing and mail distribution.
- Information Technology support, maintenance and updates of computers and external equipment including routine testing and resetting of network controls, configuration and addition of new equipment, downloading upgrades to the District's firewall reducing physical calls to Network Professionals.
- Preparation and coordination of semi-annual election process with Placer County Office of Elections including coordination of All-Mailed Ballot, Landowner Certificates of Designation, Signature Verification Cards and Registered Voters.
- Other duties as assigned by the Board of Directors

## **2.0 PERIODS OF SERVICE**

**2.1 General.** The provisions of Section 3 and the various rates of compensation for CONSULTANT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the CONSULTANT's orderly and continuous provision of services as described in Section 1.0. CONSULTANT's obligation to render services hereunder will be reviewed annually by the CLIENT. CLIENT and CONSULTANT agree that CONSULTANT's time commitment shall not exceed 2000 hours per year unless specifically requested by the District's Board of Directors.

## **3.0 PAYMENT TO CONSULTANT**

### **3.1 Methods of Payment for Services and Expenses of CONSULTANT**

#### **3.1.1 Compensation Terms Defined**

**3.1.1.1** "Time and Materials" shall mean an hourly rate(s) paid to CONSULTANT as total compensation for each hour(s) of each employee of CONSULTANT work(s) on the Project, plus Reimbursable Expenses.

**3.1.1.2** "Reimbursable Expenses" shall mean the actual expenses incurred directly or indirectly in connection with completing assigned tasks.

**3.1.2 Basis and Amount of Compensation for Basic Services.** Compensation shall be on a Time and Materials basis. Financial Consultant rate to be \$96.00/hr. Maximum amount of compensation per year is \$160,000 without prior approval of the Board of Directors.

### **3.2 Intervals of Payments**

Payments to CONSULTANT for services rendered and reimbursable expenses incurred shall be made twice every month by CLIENT. CONSULTANT's invoices will be submitted on the 16th and 1st of every month and will be based upon total services completed at the time of billing. CLIENT shall make payments in response to CONSULTANT's invoices within 10 days after receipt of CONSULTANT's invoice.

### **3.3 Other Provisions Concerning Payments**

- 3.3.1** If any items in any invoices submitted by CONSULTANT are disputed by CLIENT for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT shall promptly notify CONSULTANT of the dispute and request clarification and/or remedial action. After any dispute has been settled, CONSULTANT shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice.

## **4.0 GENERAL CONSIDERATIONS**

### **4.1 Termination**

- 4.1.1** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day cure period after written notice (delivery by certified mail, return receipt requested) of intent to terminate.

- 4.1.2** CLIENT may terminate this Agreement for its convenience by providing 30 days written notice (delivered by certified mail, return receipt requested) to CONSULTANT.

CONSULTANT may terminate this Agreement for its convenience by providing 60 days written notice (delivered by certified mail, return receipt requested) to CLIENT.

- 4.1.3** Upon any termination, CONSULTANT shall (1) promptly discontinue all Services affected (unless a termination notice from CLIENT directs otherwise); and (2) deliver or otherwise make available to CLIENT upon full payment for services rendered to the date of termination, all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether such materials are completed or in process. All payments due CONSULTANT at termination shall be made by CLIENT.

### **4.2 Ownership of Documents**

The original documents or reports prepared under this Agreement, for which the CLIENT pays compensation to the CONSULTANT, except working notes and internal documents, shall become and remain the property of the CLIENT, and upon payment of said compensation shall be surrendered to the CLIENT upon the completion of the Work under this Agreement or on the completion of specific phases of the Work, if requested by the CLIENT. The CONSULTANT may retain copies of said Work in their files, but such Work shall not be released to any other party or reused by the CONSULTANT without the express written consent of the CLIENT. Reuse of any work products of the CONSULTANT by the CLIENT for other than the specific project covered in this Agreement without the written permission of the CONSULTANT shall be at the CLIENT's risk;

provided that the CONSULTANT shall not be liable for any claims or damages arising out of such unauthorized reuse by the CLIENT or by other's actions through the CLIENT.

#### **4.3 WITHHOLDINGS**

Consultant is a professional service contractor and shall be responsible for any income taxes or other employment taxes.

#### **4.4 Controlling Law**

This Agreement is to be governed by and construed in accordance with the Laws of the State of California.

#### **4.5 Successors and Assigns**

**4.5.1** The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by Paragraph 5.6.2, their assigns, to the terms, conditions, and covenants of this Agreement.

**4.5.2** Neither CONSULTANT or CLIENT shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or 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.

**4.5.3** Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

**4.6 Dispute Resolution:** In the event of a dispute arising out of or relating to the Agreement or services rendered, CLIENT and CONSULTANT agree to resolve such disputes in the following order of precedence: first through direct negotiation between the principals of the two parties, secondly through formal non-binding mediation conducted in accordance with rules and procedures agreed upon by the parties and lastly through binding arbitration.

#### **4.7 Changes and Modifications**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

#### **4.8 Severability**

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

**4.9 Waiver**

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**4.10 Extent of Agreement**

This Agreement and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by CLIENT with respect to the Project or CONSULTANT's services.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

**CLIENT:**  
**Sierra Lakes county Water District**

**CONSULTANT:**  
**Anna M Nickerson LLC**

**Agreed to:**

**Agreed to:**

**By:** \_\_\_\_\_  
**Dan Stockton, President**                      **Date**

**By:** \_\_\_\_\_  
**Anna Nickerson, Sole Member**                      **Date**

Address for Giving Notice:

Address for Giving Notice:

Sierra Lakes County Water District  
7305 Short Rd  
P.O. Box 1039  
Soda Springs, CA 95728

Anna M Nickerson LLC  
1880 Morgan Pointe Ct  
Reno, NV 89523

**PROFESSIONAL SERVICES AGREEMENT Between  
SIERRA LAKES COUNTY WATER DISTRICT and  
PAUL A. SCHULTZ, P.E.**

This Agreement is made as of \_\_\_\_\_ 2022, between **Sierra Lakes County Water District**, hereinafter referred to as "District," and **Paul A. Schultz, P.E., Inc.**, hereinafter referred to as "Consultant."

**1.0 BASIC SERVICES**

Consultant enters into this Agreement as an independent contractor, for the purpose of providing professional services to District as District's General Manager and Agent to perform the following tasks and additional services as may be requested by District:

- Oversight of the operation of the potable water treatment/distribution and sanitary sewer collection systems:
  - o Process review, troubleshooting, modifications, and improvements; and
  - o Supervision of three full-time and one seasonal Utility System Operators including all personal related duties such as scheduling and work assignments, training and certifications, safety programs and performance reviews.
- Regulatory permitting:
  - o Interface with State Department of Water Resources Control Board (SWRCB) Division of Drinking Water re: compliance with regulatory requirements, preparation and submittal of documentation and monthly/quarterly/annual reporting.
  - o Interface with State Department of Water Resources re: water rights permitting including diversion compliance and annual reporting; and
  - o Interface with Placer County re: operations in County right-of-way and compliance with Environmental Health Department regulations.
- Review, permitting and inspection of residential (new and remodel) construction projects for compliance with District Ordinances.
- Preparation of annual operating and capital project budgets.
- Review and approval of invoices and tracking of monthly operational and capital project expenses.
- Coordination with Financial Consultant who performs administrative office functions.
- Function as Project Manager for all District construction projects including managing consultants providing design, construction administration and inspection services in accordance with District, County and State requirements.
- Preparation of written monthly reports to Board of Directors and attendance at regular monthly and special Meetings.
- Administration of District Ordinances re: use of District property and watershed protection; and
- Other duties as assigned by the Board of Directors.

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 Consultant's employees, agents, contractors or subcontractors.

## **2.1 PERIODS OF SERVICE**

**2.1 General.** The provisions of Section 2.0 and the various rates of compensation for Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of Consultant's orderly and continuous provision of services as described in Section 1.0. Consultant's obligation to render services hereunder will be reviewed annually by District. District and Consultant agree that Consultant's time commitment shall average at least 24 hours/week overall with an average of at least 16 hours/week on-site and not exceed 1500 hours per year unless specifically directed by the Board of Directors.

## **3.0 PAYMENT TO CONSULTANT**

### **3.1 Methods of Payment for Services and Expenses of Consultant**

#### **3.1.1 Compensation Terms Defined**

**3.1.1.1** "Time and Materials" shall mean an hourly rate(s) paid to Consultant as total compensation for each hour(s) of Consultant work(s) under this Agreement, plus Reimbursable Expenses.

**3.1.1.2** "Reimbursable Expenses" shall mean the actual expenses incurred directly or indirectly in connection with completing assigned tasks, including, but not limited to approved Subconsultant or Subcontractor costs, transportation (excluding routine travel to and from District office) and subsistence incidental thereto.

#### **3.1.2 Basis and Amount of Compensation for Basic Services.**

Compensation shall be on a Time and Materials basis. Consultant's billing rate to be \$175.00/hour. Reimbursable Expenses will include a ten percent (10%) markup over Consultant's cost. Maximum amount of compensation per year is \$262,500. without prior approval of the Board of Directors.

#### **3.1.3 Intervals of Payments**

Payments to Consultant for services rendered and reimbursable expenses incurred shall be made once every month by District. Consultant's invoices will be submitted once every month and will be based upon total services completed at the time of billing. District shall make payments in response to Consultant's invoices within 45 days after receipt of Consultant's invoice.

### **3.2 Other Provisions Concerning Payments**

- 3.3.1** If any items in any invoices submitted by Consultant are disputed by District for any reason, including the lack of supporting documentation, District may temporarily delete the disputed item and pay the remaining amount of the invoice. District shall promptly notify Consultant of the dispute and request clarification and/or remedial action. After any dispute has been settled, Consultant shall include the agreed upon item on a subsequent regularly scheduled invoice or on a special invoice.

## **4.0 GENERAL CONSIDERATIONS**

### **4.1 Termination**

- 4.1.1** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day cure period after written notice (delivery by certified mail, return receipt requested) of intent to terminate.

- 4.1.2** District may terminate this Agreement for its convenience by providing 30 days written notice (delivered by certified mail, return receipt requested) to Consultant.

Consultant may terminate this Agreement for its convenience by providing 60 days written notice (delivered by certified mail, return receipt requested) to District.

- 4.1.3** Upon any termination, Consultant shall (1) promptly discontinue all Services affected (unless a termination notice from District directs otherwise); and (2) deliver or otherwise make available to District all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this Agreement, whether such materials are completed or in process. All payments due Consultant at termination shall be made by District.

### **4.2 Ownership of Documents**

The original documents, studies or reports prepared under this Agreement, for which District pays compensation to Consultant, except working notes and internal documents, shall become and remain the property of District, and upon payment of said compensation shall be surrendered to District upon the completion of the Work under this Agreement or on the completion of specific phases of the Work, if requested by District. Consultant may retain copies of said Work in Consultant's files, but such Work shall not be released to any other party

or reused by Consultant without the express written consent of District. Reuse of any work products of Consultant by District for other than the specific project covered in this Agreement without the written permission of Consultant shall be at District's risk, provided that Consultant shall not be liable for any claims or damages arising out of such unauthorized reuse by District or by other's actions through District.

### **4.3 Insurance**

Consultant shall not commence any work before obtaining and shall maintain in force at all times during the duration and performance of this Agreement, 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 District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Agreement.

- 4.3.1 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 per occurrence and \$2,000,000 general and products/completed operations aggregates.

The commercial general liability insurance shall also include the following:

4.3.1.1 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.

4.3.1.2 Endorsement at least as broad as ISO CG 20 01 04 13 stating that insurance provided to District shall be primary with respect to the 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.

4.3.1.3 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.

4.3.1.4 Provision or endorsement stating that coverage shall not be canceled, except with notice to the 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.

**4.3.2 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.

**4.3.3 Commercial Automobile Insurance.**

4.3.3.1 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.

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

**4.3.4 Professional Liability Insurance.** Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Agreement and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Agreement. 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 4.3.1.4.

**4.3.5 Additional Requirements.**

4.3.5.1 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 Agreement.

4.3.5.2 No policy required by this Agreement 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.

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

4.3.5.4 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 Agreement.

4.3.5.5 If the policy at issue is a claims made policy:

4.3.5.5.1 The Retroactive Date must be shown and must be before the date of this Agreement.

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

4.3.5.5.3 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 Agreement, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement.

4.3.5.6 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.

#### **4.4 Professional Liability of Consultant**

Consultant shall be responsible for performing the work under this Agreement 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. Consultant makes no warranty, either express or implied, as to its findings, recommendations or professional advice except that the service was performed pursuant to generally accepted standards of practice in effect at the time of performance.

#### **4.5 Indemnification; Liability Limits**

##### **4.5.1 Indemnification.**

Subject to the limitations set forth in Paragraph 4.5.2 herein, to the extent permitted by law Consultant shall indemnify, defend, and hold harmless District, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including court costs and reasonable attorneys' fees ("Claims"), arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Agreement, except to the

extent such loss or damage was caused by the negligence or willful misconduct of District. The provisions of this paragraph shall survive termination or suspension of this Agreement.

**4.5.2 Limitations on Liability and Indemnification.** District agrees that Consultant's liability and indemnification to District, its officers, officials, agents, employees, contractors, subcontractors, successors and assigns shall be subject to the following limitations:

4.5.2.1 For claims that are actually covered by Consultant's insurance, liability shall be limited to the policy limits set forth in Section 4.3, irrespective of actual damages.

4.5.2.2 For claims that are not actually covered by Consultant's insurance because the policy at issue has lapsed, liability shall be limited to \$250,000.

4.5.2.3 Notwithstanding Sections 4.5.2.1 and 4.5.2.2, liability shall not be limited for:

4.5.2.3.1 Claims covered by Consultant's Workers' Compensation Insurance; and

4.5.2.3.2 Claims arising from Consultant's gross negligence or willful misconduct.

**4.6 Conflict of Interest**

Consultant shall make all disclosures required by the Political Reform Act (Government Code Sections 87000 et seq.) and District's conflict of interest code in accordance with the category designated by District.

**4.7 Controlling Law and Venue**

This Agreement is to be governed by and construed in accordance with the Laws of the State of California. Venue for all matters shall be Placer County or the Eastern District of California.

**4.8 Successors and Assigns**

**4.8.1** The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by Paragraph 4.8.2, their assigns, to the terms, conditions, and covenants of this Agreement.

**4.8.2** Neither Consultant nor District shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other, which consent may be withheld for any reason, except to the extent that any assignment, subletting or transfer is mandated by law, or 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.

**4.8.3** Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than District and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of District and Consultant and not for the benefit of any other party.

**4.9 Dispute Resolution**

In the event of a dispute arising out of or relating to the Agreement or services rendered, District and Consultant agree to resolve such disputes in the following order of precedence: first through direct negotiation between the principals of the two parties, secondly through formal non-binding mediation conducted in accordance with rules and procedures agreed upon by the parties and lastly through binding arbitration conducted in accordance with the procedures set forth in the California Code of Civil Procedures Section 1280 et seq.

**4.10 Changes and Modifications**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

**4.11 Licenses**

Consultant shall have all appropriate licenses and certifications for the services to be performed.

**4.12 Severability**

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

**4.13 Waiver**

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**4.14 Extent of Agreement**

This Agreement and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede

any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by District with respect to the Project or Consultant's services.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and date of the year first set forth above.

**Agreed to:**

**District:**

**Sierra Lakes County Water District**

By: \_\_\_\_\_  
Dan Stockton, President

Date: \_\_\_\_\_

**Consultant:**

**Paul A. Schultz, PE, Inc.**

By: \_\_\_\_\_  
Paul A. Schultz, Consultant

Date: \_\_\_\_\_

**Addresses for giving notice:**

Sierra Lakes County Water District  
7305 Short Road  
PO BOX 1039  
Soda Springs, CA 95728

Paul A. Schultz, PE  
7299 3<sup>rd</sup> Avenue  
PO BOX 269  
Tahoma, CA 96142

AMN  
7/8/2022  
1:45 PM

# SIERRA LAKES COUNTY WATER DISTRICT

## Follow-up from June 9, 2022, Regular Board Meeting

NONE

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**Sierra Lakes County Water District**  
**Action Items**  
*As of July 2022*

|                     | TASK  | STATUS  | DUE DATE | PROGRESS | ASSIGNED           |
|---------------------|---|---|----------|----------|--------------------|
| 1                   | <b>AMR and Metered Rates:</b>   |   |          |          |                    |
|                     | A. Water Use Data Collection & Analysis   | Collect data usage by customer type of occupancy. Meter installation to restart   | Ongoing  | 10%      | Paul/Utility Staff |
|                     | B. Develop a recommended method for providing customer access to personal water usage data  | To research available vendors and services; Identify 15-20 volunteers to test EyeOnWater services - All Directors and several homeowners have enrolled. | Jun-22   | 25%      | Jen/Paul           |
|                     | C. Develop Metered Rate Schedule  | Develop Plan/Schedule to reach Metered Rates by January 2025 (Microsoft Project)  | Ongoing  | 85%      | Dan/Jen/Paul       |
|                     | D. Rate Study Communication (Web Page)  | Communicate process for rate study to the community. Mr. Schultz to share information/examples with Directors Stockton & Jackson.                       | Ongoing  | 50%      | Dan/Jen/Paul       |
|                     | E. Board and Community Workshops  | Board & Community Workshops regarding capital improvement projects, funding requirements and future rates; built to schedule 1.C                        | Ongoing  | 75%      | Paul/Jon/Jen       |
| <b>Other Items:</b> |   |   |          |          |                    |
| 2                   | Policies & Procedures Review/Update including a new Policy regarding the Release/Access of water usage data including District Privacy Policy | Employee Handbook and Drug & Alcohol Policy Under Committee Review  | Jul-22   | 95%      | Paul               |
| 3                   | Acquisition of Ice Lakes Dam & channel  | Research continued. Anderegg working on surveyor report. Assigned to District Engineer.   | Sep-22   | 75%      | Paul/Farr West     |
| 4                   | Retool General Manager Position   | Review current responsibilities and determine issues.   | Aug-22   | 50%      | Karen/Jon/Paul     |
| 5                   | Robert Flanagan - Grant Deed and Agreement  | Review Grant Deed and lot restrictions prior to donation of property  | Aug-22   | 0%       | Paul/Jeff          |

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