



**SOUTH TAHOE PUBLIC UTILITY DISTRICT**  
**REGULAR BOARD MEETING AGENDA**  
**Thursday, April 20, 2023 - 2:00 p.m.**  
**District Board Room**  
**1275 Meadow Crest Drive, South Lake Tahoe, California**

**David Peterson, President**  
**Nick Haven, Director**

**BOARD MEMBERS**  
**Shane Romsos, Vice President**

**Kelly Sheehan, Director**  
**Nick Exline, Director**

**John Thiel, General Manager**

**Paul Hughes, Chief Financial Officer**

1. **CALL TO ORDER REGULAR MEETING – PLEDGE OF ALLEGIANCE** (At this time, please silence phones and other electronic devices so as not to disrupt the business of the meeting.)
2. **COMMENTS FROM THE AUDIENCE** (This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the District. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted five minutes, and no more than three individuals shall address the same subject.)
3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR** (For purposes of the Brown Act, all Action and Consent items listed give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.)
4. **ADOPTION OF CONSENT CALENDAR** (Any item can be removed to be discussed and considered separately upon request. Comments and questions from members of the public, staff or Board can be taken when the comment does not necessitate separate action.)
5. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION**
6. **ITEMS FOR CLOSED SESSION** (The Board will adjourn to Closed Session to discuss items identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed – three minute limit.)
  - a. Pursuant to Section 54956.9(b) of the California Government Code, Conference with Legal Counsel regarding Potential Litigation (one case).
7. **ITEMS FOR BOARD ACTION**
  - a. 2023 Flagpole 2/Iroquois 2 Tanks Recoating Project  
(Megan Colvey, Senior Engineer and Heidi Baugh, Purchasing Agent)
    - 1) Find the bids received from Quality Painting & Sandblasting and Toledo Industrial Coatings to be non-responsive and reject both bids; 2) Reject the bid protest from Quality Painting & Sandblasting; 3) Find minor irregularities in the bid from Farr Construction Corporation, dba Resource Development Company to be immaterial and waive immaterial irregularities; and 4) Award Project to the lowest responsive, responsible bidder, Farr Construction Corporation, dba Resource Development Company in the amount of \$446,900.

- b. 2023-2024 Tank Coatings Touchup Project (Megan Colvey, Senior Engineer and Heidi Baugh, Purchasing Agent)  
Reject all bids and authorize staff to rebid the 2023-2024 Tank Coatings Touchup Project.
  - c. Winter Storms Emergency Response (John Thiel, General Manager)  
1) Pursuant to Public Contract Code Section 22050(c), continue the emergency action to respond to the Winter Storms Emergency pursuant to Resolution No. 3242-23.
  - d. Meyers Stream Environment Zone – Erosion Control Project – Waterline Relocation (Adrian Combes, Senior Engineer)  
Approve and enter into a Construction and Funding Agreement with the County of El Dorado to provide for relocation of a waterline in an amount not to exceed \$502,706.
  - e. 2023 Barton Area Valve Installation Project (Adrian Combes, Senior Engineer)  
Award the 2023 Barton Area Valve Installation Project to the lowest responsive responsible bidder.
  - f. Five-Year Diamond Valley Ranch Grazing Permit (Trevor Coolidge, Senior Engineer and John Thiel, General Manager)  
Renew the five-year Diamond Valley Ranch Grazing Permit Contract with Mission Livestock Management, in the total amount of \$965,274.38.
  - g. Liability Claim Against South Tahoe Public Utility District Received from Donna Donald (Ryan Lee, Manager of Customer Service)  
Reject the Claim against South Tahoe Public Utility District for losses allegedly sustained by Donna Donald and request the Joint Powers Insurance Authority (JPIA) to resolve the Claim.
  - h. Water Service Call Charges (Ryan Lee, Customer Service Manager)  
Adopt Ordinance No. 586-23, an Ordinance of the South Tahoe Public Utility District, Amending Administrative Code Appendix Fee Schedule Sections 3.1.52 and 3.1.53 and Superseding Ordinance No. 528-11 Regarding Water Service Call Charges.
  - i. General Manager Recruitment (Liz Kauffman, Human Resources Director)  
Pursuant to Government Code Section 54957(b)(1) consider the appointment of a public employee. Provide staff with recruitment direction.
8. **STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS** (Discussions may take place; however, no action will be taken.)
9. **BOARD MEMBER REPORTS** (Discussions may take place; however, no action will be taken.)
10. **STAFF/ATTORNEY REPORTS** (Discussions may take place; however, no action will be taken.)
- a. 2021-2022 Water Audit (Stephen Caswell, Principal Engineer)
  - b. Grants Update (Yesenia Pacheco, Grants Coordinator)
11. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)
- a. Staffing Update
  - b. Federal Community Project Funding
  - c. Work with Congressman Kiley
  - d. Advocacy in Washington, DC
  - e. Tahoe Keys Water Update

**12. NOTICE OF PAST AND FUTURE MEETINGS/EVENTS****Past Meetings/Events**

04/06/2023 – 2:00 p.m. Regular Board Meeting at the District  
04/12/2023 – 10:00 a.m. El Dorado Water Agency Meeting in Placerville  
04/13/2023 – 9:00 a.m. Spring 2023 Countrywide Plenary for Water in Placerville  
04/19/2023 – 8:00 a.m. Employee Communications Committee Meeting (Peterson Representing)  
04/20/2023 – 1:00 p.m. Executive Committee Meeting at the District

**Future Meetings/Events**

05/04/2023 - 2:00 p.m. Regular Board Meeting at the District

**13. ITEMS FOR CLOSED SESSION** (The Board will adjourn to Closed Session to discuss items identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed – three minute limit.)

- a. Pursuant to Government Code Section 54957(a) Conference with Labor Negotiators re: Memorandum of Understanding with Stationary Engineers, Local 39. Present at this Closed Session will be Agency Negotiators: John Thiel, General Manager; Paul Hughes, Chief Financial Officer; Liz Kauffman, Human Resources Director.
- b. Pursuant to Government Code Section 54956.9(d)(1), Closed Session may be held for conference with legal counsel regarding existing litigation: Yolo County Superior Court Case CV 2021-1686, Alpine County vs. South Tahoe Public Utility District; et al.

**ADJOURNMENT** (The next Regular Board Meeting is Thursday, May 4, 2023, at 2:00 p.m.)

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

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

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

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



**SOUTH TAHOE PUBLIC UTILITY DISTRICT  
CONSENT CALENDAR  
Thursday, April 20, 2023**

**ITEMS FOR CONSENT**

- a. **RECEIVE AND FILE PAYMENT OF CLAIMS** (Greg Dupree, Accounting Manager)  
Receive and file Payment of Claims in the amount of \$1,672,534.24.
  
- b. **REGULAR BOARD MEETING MINUTES: March 16 and April 06, 2023**  
(Melonie Guttry, Executive Services Manager/Clerk of the Board)  
Approve March 16 and April 06, 2023, Minutes

## PAYMENT OF CLAIMS

FOR APPROVAL  
April 20, 2023

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Payroll	4/4/23				<u>557,993.63</u>
Total Payroll					557,993.63
ADP & Insight eTools					573.59
AFLAC/WageWorks claims and fees					130.80
PNC Bank					507,629.54
Ameritas - Insurance Payments					<u>9,325.38</u>
Total Vendor EFT					517,659.31
<b><u>Weekly Approved Check Batches</u></b>		<b><u>Water</u></b>	<b><u>Sewer</u></b>		<b><u>Total</u></b>
Wednesday, April 5, 2023		47,532.89	295,514.91		343,047.80
Wednesday, April 12, 2023		71,144.61	157,777.73		<u>228,922.34</u>
Total Accounts Payable Checks					571,970.14
Utility Management Refunds					<u>24,911.16</u>
Total Utility Management Checks					<u>24,911.16</u>
<b><i>Grand Total</i></b>					<b><u><u>\$1,672,534.24</u></u></b>

<b><u>Payroll EFTs &amp; Checks</u></b>		<b><u>4/4/2023</u></b>
EFT	CA Employment Taxes & W/H	23,013.40
EFT	Federal Employment Taxes & W/H	117,669.73
EFT	CalPERS Contributions	78,306.38
EFT	Empower Retirement-Deferred Comp	24,058.75
EFT	Stationary Engineers Union Dues	2,742.07
EFT	CDHP Health Savings (HSA)	6,209.57
EFT	Retirement Health Savings	15,910.85
EFT	United Way Contributions	10.00
EFT	Employee Direct Deposits	289,913.65
CHK	Employee Garnishments	159.23
<i>Total</i>		<u>557,993.63</u>



# Payment of Claims

Payment Date Range 03/30/23 - 04/12/23  
 Report By Vendor - Invoice  
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 44199 - ACME CONSTRUCTION SUPPLY</b>									
S4248033.001	Field, Shop & Safety Supplies Inventory	Paid by Check #111987		03/21/2023	04/05/2023	03/31/2023		04/05/2023	700.56
Vendor 44199 - ACME CONSTRUCTION SUPPLY Totals							Invoices	1	<u>\$700.56</u>
<b>Vendor 43721 - ACWA/JPIA</b>									
0699029	ACWA Medical/Vision Insurance Payable	Paid by Check #111988		03/02/2023	04/05/2023	04/30/2023		04/05/2023	201,572.01
3rd Qtr 22/23	Workers Comp Insurance Payable	Paid by Check #112045		04/07/2023	04/12/2023	03/31/2023		04/12/2023	57,835.32
Vendor 43721 - ACWA/JPIA Totals							Invoices	2	<u>\$259,407.33</u>
<b>Vendor 44039 - AFLAC</b>									
185983	Insurance Supplement Payable	Paid by Check #112046		03/01/2023	04/12/2023	03/31/2023		04/12/2023	1,149.52
Vendor 44039 - AFLAC Totals							Invoices	1	<u>\$1,149.52</u>
<b>Vendor 49581 - ALERT MEDIA INC</b>									
INV8098	Service Contracts	Paid by Check #111989		03/08/2023	04/05/2023	04/30/2023		04/05/2023	4,902.00
Vendor 49581 - ALERT MEDIA INC Totals							Invoices	1	<u>\$4,902.00</u>
<b>Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO</b>									
230595	Office Supply Issues	Paid by Check #111990		03/28/2023	04/05/2023	03/31/2023		04/05/2023	111.25
230596	Office Supply Issues	Paid by Check #111990		03/28/2023	04/05/2023	03/31/2023		04/05/2023	60.50
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO Totals							Invoices	2	<u>\$171.75</u>
<b>Vendor 49337 - AMAZON CAPITAL SERVICES INC.</b>									
1NYK-M3HC-CLC3	Small Tools	Paid by Check #112047		03/15/2023	04/12/2023	03/31/2023		04/12/2023	237.74
1KP9-KGXG-GJ7Q	Shop Supplies	Paid by Check #111991		03/16/2023	04/05/2023	03/31/2023		04/05/2023	345.07
Vendor 49337 - AMAZON CAPITAL SERVICES INC. Totals							Invoices	2	<u>\$582.81</u>
<b>Vendor 47919 - AQUATIC INFORMATICS INC</b>									
103600	Service Contracts	Paid by Check #112048		02/03/2023	04/12/2023	03/31/2023		04/12/2023	45.00
103779	Service Contracts	Paid by Check #112048		03/07/2023	04/12/2023	03/31/2023		04/12/2023	86.00
Vendor 47919 - AQUATIC INFORMATICS INC Totals							Invoices	2	<u>\$131.00</u>
<b>Vendor 44580 - ARAMARK UNIFORM SERVICES</b>									
598000379	Uniform Payable	Paid by Check #111992		01/03/2023	04/05/2023	03/31/2023		04/05/2023	(27.78)
5980082380	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	133.68
5980082383	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	187.90
5980082388	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	146.17
5980082393	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	98.77
5980082405	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	90.28
5980082420	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	200.73
5980082424	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	35.65
5980082429	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	48.74



# Payment of Claims

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
5980082432	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	6.95
5980082436	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	12.00
5980082439	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	24.14
5980082442	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	28.00
5980082445	Uniform Payable	Paid by Check #111992		03/22/2023	04/05/2023	03/31/2023		04/05/2023	29.23
5980084393	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	133.68
5980084394	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	175.66
5980084400	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	146.17
5980084405	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	98.77
5980084409	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	90.28
5980084414	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	200.73
5980084418	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	35.65
5980084421	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	48.74
5980084423	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	6.95
5980084426	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	12.00
5980084427	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	24.14
5980084429	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	28.00
5980084433	Uniform Payable	Paid by Check #111992		03/29/2023	04/05/2023	03/31/2023		04/05/2023	29.23
<b>Vendor 44580 - ARAMARK UNIFORM SERVICES Totals</b>						Invoices	27		<u>\$2,044.46</u>
<b>Vendor 40521 - AT&amp;T</b>									
APRIL 2023	Telephone	Paid by Check #111993		03/28/2023	04/05/2023	04/30/2023		04/05/2023	200.00
<b>Vendor 40521 - AT&amp;T Totals</b>						Invoices	1		<u>\$200.00</u>
<b>Vendor 45202 - AT&amp;T MOBILITY</b>									
MARCH 2023	Telephone	Paid by Check #111994		03/19/2023	04/05/2023	03/31/2023		04/05/2023	227.90
<b>Vendor 45202 - AT&amp;T MOBILITY Totals</b>						Invoices	1		<u>\$227.90</u>
<b>Vendor 48612 - AUTOMATION DIRECT</b>									
14863002	Pump Stations	Paid by Check #111995		03/21/2023	04/05/2023	03/31/2023		04/05/2023	3,676.84
<b>Vendor 48612 - AUTOMATION DIRECT Totals</b>						Invoices	1		<u>\$3,676.84</u>
<b>Vendor 49269 - BACKGROUNDS ONLINE</b>									
551541	Personnel Expense	Paid by Check #112049		03/31/2023	04/12/2023	03/31/2023		04/12/2023	91.50
<b>Vendor 49269 - BACKGROUNDS ONLINE Totals</b>						Invoices	1		<u>\$91.50</u>
<b>Vendor 48973 - HEIDI BAUGH</b>									
CAPPOflightREIMB	Travel - Meetings - Education	Paid by Check #111996		03/29/2023	04/05/2023	03/31/2023		04/05/2023	517.19
<b>Vendor 48973 - HEIDI BAUGH Totals</b>						Invoices	1		<u>\$517.19</u>
<b>Vendor 44109 - BB&amp;H BENEFIT DESIGNS</b>									
88908	Contractual Services	Paid by Check #111997		03/02/2023	04/05/2023	04/30/2023		04/05/2023	232.00
<b>Vendor 44109 - BB&amp;H BENEFIT DESIGNS Totals</b>						Invoices	1		<u>\$232.00</u>



# Payment of Claims

Payment Date Range 03/30/23 - 04/12/23  
 Report By Vendor - Invoice  
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 45009 - BENTLY AGROWDYNAMICS</b>									
209808	Biosolid Disposal Costs	Paid by Check #111998		03/23/2023	04/05/2023	03/31/2023		04/05/2023	1,215.75
209816	Biosolid Disposal Costs	Paid by Check #112050		03/30/2023	04/12/2023	03/31/2023		04/12/2023	879.75
Vendor 45009 - BENTLY AGROWDYNAMICS Totals							Invoices	2	<u>\$2,095.50</u>
<b>Vendor 12890 - CA DEPT OF TAX &amp; FEE ADM</b>									
1st Qtr 2023 A	1st Qtr Use Tax - City of SLT	Paid by EFT #71		03/31/2023	04/05/2023	03/31/2023		04/05/2023	2,431.00
1st Qtr 2023 B	1st Qtr Use Tax - Alpine County	Paid by EFT #71		03/31/2023	04/05/2023	03/31/2023		04/05/2023	1.00
Vendor 12890 - CA DEPT OF TAX & FEE ADM Totals							Invoices	2	<u>\$2,432.00</u>
<b>Vendor 48767 - CALIFORNIA LAB SERVICE</b>									
3031594	Monitoring	Paid by Check #112051		03/30/2023	04/12/2023	03/31/2023		04/12/2023	128.00
3031610	Monitoring	Paid by Check #112051		03/30/2023	04/12/2023	03/31/2023		04/12/2023	128.00
3031626	Monitoring	Paid by Check #112051		03/30/2023	04/12/2023	03/31/2023		04/12/2023	81.00
3040104	Monitoring	Paid by Check #112051		04/04/2023	04/12/2023	03/31/2023		04/12/2023	78.00
Vendor 48767 - CALIFORNIA LAB SERVICE Totals							Invoices	4	<u>\$415.00</u>
<b>Vendor 40176 - CASHMAN EQUIPMENT</b>									
INPS3748175	Automotive	Paid by Check #111999		03/01/2023	04/05/2023	03/31/2023		04/05/2023	194.26
INPS3748177	Automotive	Paid by Check #111999		03/01/2023	04/05/2023	03/31/2023		04/05/2023	35.56
INPS3758858	Misc Emergency Incident Expenses	Paid by Check #111999		03/17/2023	04/05/2023	03/31/2023		04/05/2023	4,313.64
INPS3762122	Automotive	Paid by Check #112052		03/23/2023	04/12/2023	03/31/2023		04/12/2023	14.03
INPS3764179	Automotive	Paid by Check #111999		03/27/2023	04/05/2023	03/31/2023		04/05/2023	128.91
Vendor 40176 - CASHMAN EQUIPMENT Totals							Invoices	5	<u>\$4,686.40</u>
<b>Vendor 48838 - STEPHEN CASWELL</b>									
MILEAGE033123	Travel - Meetings - Education	Paid by Check #112000		03/31/2023	04/05/2023	03/31/2023		04/05/2023	133.62
Vendor 48838 - STEPHEN CASWELL Totals							Invoices	1	<u>\$133.62</u>
<b>Vendor 42328 - CDW-G CORP</b>									
HP42496	Service Contracts	Paid by Check #112053		03/24/2023	04/12/2023	03/31/2023		04/12/2023	46,598.98
HP69759	Computer Purchases	Paid by Check #112001		03/24/2023	04/05/2023	03/31/2023		04/05/2023	1,486.39
HQ32511	Computer Purchases	Paid by Check #112053		03/27/2023	04/12/2023	03/31/2023		04/12/2023	622.57
HQ89282	Computer Purchases	Paid by Check #112053		03/28/2023	04/12/2023	03/31/2023		04/12/2023	8,805.50
HR60853	Computer Purchases	Paid by Check #112053		03/30/2023	04/12/2023	03/31/2023		04/12/2023	808.08
HS22459	SCADA Historian Upgrades	Paid by Check #112053		03/31/2023	04/12/2023	03/31/2023		04/12/2023	1,842.52
Vendor 42328 - CDW-G CORP Totals							Invoices	6	<u>\$60,164.04</u>
<b>Vendor 40343 - CHEMSEARCH INC</b>									
8165902	Service Contracts	Paid by Check #112002		03/20/2023	04/05/2023	03/31/2023		04/05/2023	397.89
Vendor 40343 - CHEMSEARCH INC Totals							Invoices	1	<u>\$397.89</u>
<b>Vendor 48037 - CLEAN HARBORS ENVIR SRVS INC</b>									





# Payment of Claims

Payment Date Range 03/30/23 - 04/12/23  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
1004521060	Service Contracts	Paid by Check #112003		02/22/2023	04/05/2023	03/31/2023			2,605.10
Vendor <b>48037 - CLEAN HARBORS ENVIR SRVS INC</b> Totals							Invoices	1	\$2,605.10
Vendor <b>40512 - CODALE ELECTRIC SUPPLY</b>									
S8024778.001	Misc Sewer Motor Rebuilds (TBD)	Paid by Check #112054		03/22/2023	04/12/2023	03/31/2023		04/12/2023	1,727.41
S8047485.001	Misc Sewer Motor Rebuilds (TBD)	Paid by Check #112054		03/22/2023	04/12/2023	03/31/2023		04/12/2023	4,760.00
S8049951.001	Pump Stations	Paid by Check #112004		03/24/2023	04/05/2023	03/31/2023		04/05/2023	998.19
S8047485.002	Misc Sewer Motor Rebuilds	Paid by Check #112004		03/29/2023	04/05/2023	03/31/2023		04/05/2023	869.41
Vendor <b>40512 - CODALE ELECTRIC SUPPLY</b> Totals							Invoices	4	\$8,355.01
Vendor <b>49778 - COLUMN SOFTWARE PBC</b>									
B41A7C18-0020	Valve & Hydrant Replacements	Paid by Check #112005		03/28/2023	04/05/2023	03/31/2023		04/05/2023	99.40
Vendor <b>49778 - COLUMN SOFTWARE PBC</b> Totals							Invoices	1	\$99.40
Vendor <b>49955 - ADRIAN COMBES</b>									
COMBES040323	Travel - Meetings - Education	Paid by Check #112006		04/01/2023	04/05/2023	04/30/2023		04/05/2023	177.00
Vendor <b>49955 - ADRIAN COMBES</b> Totals							Invoices	1	\$177.00
Vendor <b>44779 - CPI INTERNATIONAL</b>									
20060011	Laboratory Supplies	Paid by Check #112007		03/16/2023	04/05/2023	03/31/2023		04/05/2023	1,317.79
Vendor <b>44779 - CPI INTERNATIONAL</b> Totals							Invoices	1	\$1,317.79
Vendor <b>49694 - DIGITAL TECHNOLOGY SOLUTIONS INC</b>									
MARCH 2023	Telephone	Paid by Check #112008		03/01/2023	04/05/2023	03/31/2023		04/05/2023	295.00
APRIL 2023	Telephone	Paid by Check #112008		04/01/2023	04/05/2023	04/30/2023		04/05/2023	295.00
Vendor <b>49694 - DIGITAL TECHNOLOGY SOLUTIONS INC</b> Totals							Invoices	2	\$590.00
Vendor <b>48289 - DIY HOME CENTER</b>									
Mar 23 Stmt	Buildings & Shop Supplies	Paid by Check #112055		03/31/2023	04/12/2023	03/31/2023		04/12/2023	2,224.17
Vendor <b>48289 - DIY HOME CENTER</b> Totals							Invoices	1	\$2,224.17
Vendor <b>44263 - ENS RESOURCES INC</b>									
3290	Contractual Services	Paid by Check #112056		04/04/2023	04/12/2023	03/31/2023		04/12/2023	5,000.00
Vendor <b>44263 - ENS RESOURCES INC</b> Totals							Invoices	1	\$5,000.00
Vendor <b>49573 - EUROFINS TESTAMERICA</b>									
3800020179	Monitoring	Paid by Check #112057		03/26/2023	04/12/2023	03/31/2023		04/12/2023	40.00
Vendor <b>49573 - EUROFINS TESTAMERICA</b> Totals							Invoices	1	\$40.00
Vendor <b>14890 - FEDEX</b>									
8-085-58744	Postage Expenses	Paid by Check #112058		03/31/2023	04/12/2023	03/31/2023		04/12/2023	80.49
Vendor <b>14890 - FEDEX</b> Totals							Invoices	1	\$80.49
Vendor <b>41263 - FERGUSON ENTERPRISES LLC</b>									
0502680	Secondary Equipment	Paid by Check #112009		03/22/2023	04/05/2023	03/31/2023		04/05/2023	147.55



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		Vendor	<b>41263 - FERGUSON ENTERPRISES LLC</b> Totals			Invoices	1		\$147.55
Vendor <b>48402 - FLYERS ENERGY LLC</b>									
23-788295	Gasoline Fuel Inventory	Paid by Check #112010		03/29/2023	04/05/2023	03/31/2023		04/05/2023	3,632.78
23-790533	Gasoline & Diesel Expense	Paid by Check #112059		03/31/2023	04/12/2023	03/31/2023		04/12/2023	1,772.71
		Vendor	<b>48402 - FLYERS ENERGY LLC</b> Totals			Invoices	2		\$5,405.49
Vendor <b>49458 - GEOTAB USA INC</b>									
IN334942	Service Contracts	Paid by Check #112060		03/31/2023	04/12/2023	03/31/2023		04/12/2023	691.25
		Vendor	<b>49458 - GEOTAB USA INC</b> Totals			Invoices	1		\$691.25
Vendor <b>15600 - GRAINGER</b>									
9643909667	Field, Shop & Safety Supplies Inventory	Paid by Check #112011		03/17/2023	04/05/2023	03/31/2023		04/05/2023	790.19
9651322696	Pump Stations	Paid by Check #112061		03/23/2023	04/12/2023	03/31/2023		04/12/2023	224.67
9656599918	Luther Pass Pump Station	Paid by Check #112061		03/29/2023	04/12/2023	03/31/2023		04/12/2023	4,340.43
		Vendor	<b>15600 - GRAINGER</b> Totals			Invoices	3		\$5,355.29
Vendor <b>43403 - GRANITE CONSTRUCTION CO</b>									
2439185	Pipe - Covers & Manholes	Paid by Check #112062		03/24/2023	04/12/2023	03/31/2023		04/12/2023	3,990.30
		Vendor	<b>43403 - GRANITE CONSTRUCTION CO</b> Totals			Invoices	1		\$3,990.30
Vendor <b>15800 - HACH CO</b>									
13508221	Laboratory Supplies	Paid by Check #112012		03/17/2023	04/05/2023	03/31/2023		04/05/2023	648.10
13516862	Laboratory Supplies	Paid by Check #112063		03/23/2023	04/12/2023	03/31/2023		04/12/2023	166.32
		Vendor	<b>15800 - HACH CO</b> Totals			Invoices	2		\$814.42
Vendor <b>44430 - HIGH SIERRA BUSINESS SYSTEMS</b>									
130798	Service Contracts	Paid by Check #112064		04/03/2023	04/12/2023	03/31/2023		04/12/2023	101.48
130813	Service Contracts	Paid by Check #112064		04/04/2023	04/12/2023	03/31/2023		04/12/2023	628.28
		Vendor	<b>44430 - HIGH SIERRA BUSINESS SYSTEMS</b> Totals			Invoices	2		\$729.76
Vendor <b>49952 - JEAN HORN</b>									
3366215	Water Use Reduction Rebates	Paid by Check #112013		03/14/2023	04/05/2023	03/31/2023		04/05/2023	395.22
		Vendor	<b>49952 - JEAN HORN</b> Totals			Invoices	1		\$395.22
Vendor <b>49604 - HOUSTON MAGNANI AND ASSOCIATES</b>									
6752	Contractual Services	Paid by Check #112014		03/29/2023	04/05/2023	03/31/2023		04/05/2023	800.00
		Vendor	<b>49604 - HOUSTON MAGNANI AND ASSOCIATES</b> Totals			Invoices	1		\$800.00
Vendor <b>48832 - NANCY HUSSMANN</b>									
April 2023	Personnel Expense	Paid by Check #112015		04/07/2023	04/05/2023	04/30/2023		04/05/2023	427.97
		Vendor	<b>48832 - NANCY HUSSMANN</b> Totals			Invoices	1		\$427.97
Vendor <b>49940 - TAYLOR JAIME</b>									



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MILEAGE032823	Travel - Meetings - Education	Paid by Check #112016		03/28/2023	04/05/2023	03/31/2023		04/05/2023	133.62
PARKING032823	Travel - Meetings - Education	Paid by Check #112016		03/28/2023	04/05/2023	03/31/2023		04/05/2023	54.00
Vendor <b>49940 - TAYLOR JAIME</b> Totals							Invoices	2	\$187.62
<b>Vendor 16653 - JENSEN PRECAST</b>									
CD99189049	Manhole Frames - Lids - Other Parts Inventory	Paid by Check #112017		03/20/2023	04/05/2023	03/31/2023		04/05/2023	3,382.13
Vendor <b>16653 - JENSEN PRECAST</b> Totals							Invoices	1	\$3,382.13
<b>Vendor 40821 - KENNEDY/JENKS CONSULTANTS INC</b>									
162407	Contractual Services	Paid by Check #112065		04/05/2023	04/12/2023	03/31/2023		04/12/2023	18,977.40
Vendor <b>40821 - KENNEDY/JENKS CONSULTANTS INC</b> Totals							Invoices	1	\$18,977.40
<b>Vendor 49591 - JUDY LEONG</b>									
April 2023	Contractual Services	Paid by Check #112018		04/01/2023	04/05/2023	04/30/2023		04/05/2023	20.00
Vendor <b>49591 - JUDY LEONG</b> Totals							Invoices	1	\$20.00
<b>Vendor 45135 - LES SCHWAB TIRE CENTER</b>									
71700443938	Automotive	Paid by Check #112019		03/17/2023	04/05/2023	03/31/2023		04/05/2023	261.77
71700445217	Automotive	Paid by Check #112066		03/30/2023	04/12/2023	03/31/2023		04/12/2023	941.85
Vendor <b>45135 - LES SCHWAB TIRE CENTER</b> Totals							Invoices	2	\$1,203.62
<b>Vendor 22550 - LIBERTY UTILITIES</b>									
MARCH 2023	Telephone	Paid by Check #112020		03/29/2023	04/05/2023	03/31/2023		04/05/2023	7,992.13
APCB04072023	Electricity	Paid by Check #112067		04/04/2023	04/12/2023	03/31/2023		04/12/2023	19,231.60
Vendor <b>22550 - LIBERTY UTILITIES</b> Totals							Invoices	2	\$27,223.73
<b>Vendor 47903 - LINDE GAS &amp; EQUIPMENT INC</b>									
34855565	Shop Supplies	Paid by Check #112021		03/22/2023	04/05/2023	03/31/2023		04/05/2023	61.85
34927847	Shop Supplies	Paid by Check #112021		03/23/2023	04/05/2023	03/31/2023		04/05/2023	209.25
35026615	Shop Supplies	Paid by Check #112021		03/30/2023	04/05/2023	03/31/2023		04/05/2023	263.18
35165679	Shop Supplies	Paid by Check #112068		03/31/2023	04/12/2023	03/31/2023		04/12/2023	207.17
Vendor <b>47903 - LINDE GAS &amp; EQUIPMENT INC</b> Totals							Invoices	4	\$741.45
<b>Vendor 45059 - LUMOS &amp; ASSOCIATES</b>									
117013	Waterline Replacements	Paid by Check #112022		03/24/2023	04/05/2023	03/31/2023		04/05/2023	7,347.50
Vendor <b>45059 - LUMOS &amp; ASSOCIATES</b> Totals							Invoices	1	\$7,347.50
<b>Vendor 19248 - MALLORY SAFETY &amp; SUPPLY LLC</b>									
5539245	Field, Shop & Safety Supplies Inventory	Paid by Check #112023		01/26/2023	04/05/2023	03/31/2023		04/05/2023	198.71
Vendor <b>19248 - MALLORY SAFETY &amp; SUPPLY LLC</b> Totals							Invoices	1	\$198.71
<b>Vendor 18150 - MEEKS LUMBER &amp; HARDWARE</b>									
Mar 23 Stmt	Buildings & Shop Supplies	Paid by Check #112069		03/31/2023	04/12/2023	03/31/2023		04/12/2023	697.11



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		Vendor	<b>18150 - MEEKS LUMBER &amp; HARDWARE</b>	Totals		Invoices	1		\$697.11
Vendor <b>43889 - MME MUNICIPAL MAINTENANCE</b>									
007349	Automotive	Paid by Check #112024		03/28/2023	04/05/2023	03/31/2023		04/05/2023	232.85
007453	Automotive	Paid by Check #112070		03/29/2023	04/12/2023	03/31/2023		04/12/2023	1,408.06
		Vendor	<b>43889 - MME MUNICIPAL MAINTENANCE</b>	Totals		Invoices	2		\$1,640.91
Vendor <b>49765 - NAPA AUTO PARTS</b>									
2540-675551	Inventory Adjstmnt/Shop Supply	Paid by Check #112071		03/01/2023	04/12/2023	03/31/2023		04/12/2023	150.29
Mar 23 Stmt	Issues Automotive & Shop Supplies	Paid by Check #112071		03/31/2023	04/12/2023	03/31/2023		04/12/2023	4,700.70
		Vendor	<b>49765 - NAPA AUTO PARTS</b>	Totals		Invoices	2		\$4,850.99
Vendor <b>19200 - NELS TAHOE HARDWARE</b>									
Mar 23 Stmt	Buildings	Paid by Check #112025		03/31/2023	04/05/2023	03/31/2023		04/05/2023	4.33
		Vendor	<b>19200 - NELS TAHOE HARDWARE</b>	Totals		Invoices	1		\$4.33
Vendor <b>48548 - NICHOLS CONSULTING ENGINEERS</b>									
697052509	Bijou #1 Waterline Replacement	Paid by Check #112026		02/10/2023	04/05/2023	03/31/2023		04/05/2023	7,602.50
		Vendor	<b>48548 - NICHOLS CONSULTING ENGINEERS</b>	Totals		Invoices	1		\$7,602.50
Vendor <b>48315 - O'REILLY AUTO PARTS</b>									
Mar 23 Stmt	Mobile Equipment & Shop Supplies	Paid by Check #112072		03/28/2023	04/12/2023	03/31/2023		04/12/2023	264.22
		Vendor	<b>48315 - O'REILLY AUTO PARTS</b>	Totals		Invoices	1		\$264.22
Vendor <b>44607 - OLIN PIONEER AMERICAS LLC</b>									
900259960	Hypochlorite	Paid by Check #112073		03/30/2023	04/12/2023	03/31/2023		04/12/2023	10,047.23
		Vendor	<b>44607 - OLIN PIONEER AMERICAS LLC</b>	Totals		Invoices	1		\$10,047.23
Vendor <b>48115 - OMEGA ENGINEERING INC</b>									
N790306	Buildings	Paid by Check #112027		03/16/2023	04/05/2023	03/31/2023		04/05/2023	2,737.02
		Vendor	<b>48115 - OMEGA ENGINEERING INC</b>	Totals		Invoices	1		\$2,737.02
Vendor <b>49062 - JASON PAUL</b>									
PAULJ041723	Travel - Meetings - Education	Paid by Check #112074		04/03/2023	04/12/2023	04/30/2023		04/12/2023	367.00
		Vendor	<b>49062 - JASON PAUL</b>	Totals		Invoices	1		\$367.00
Vendor <b>48458 - PFM ASSET MANAGEMENT</b>									
13667056	Advisory	Paid by Check #112075		03/31/2023	04/12/2023	03/31/2023		04/12/2023	3,250.00
		Vendor	<b>48458 - PFM ASSET MANAGEMENT</b>	Totals		Invoices	1		\$3,250.00
Vendor <b>49550 - PRISM</b>									
23401013	Contractual Services	Paid by Check #112028		04/03/2023	04/05/2023	04/30/2023		04/05/2023	807.30
		Vendor	<b>49550 - PRISM</b>	Totals		Invoices	1		\$807.30



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 49826 - QUADIANT LEASING USA INC</b>									
N9859806	Equipment Rental- Lease	Paid by Check #112029		03/17/2023	04/05/2023	04/30/2023		04/05/2023	1,061.83
		Vendor 49826 - QUADIANT LEASING USA INC Totals				Invoices	1		<u>\$1,061.83</u>
<b>Vendor 43332 - RED WING SHOE STORE</b>									
812-1-110674	Safety Equipment - Physicals	Paid by Check #112076		02/22/2023	04/12/2023	03/31/2023		04/12/2023	281.21
		Vendor 43332 - RED WING SHOE STORE Totals				Invoices	1		<u>\$281.21</u>
<b>Vendor 47803 - REDWOOD PRINTING</b>									
33281	Office Supply Issues	Paid by Check #112030		03/07/2023	04/05/2023	03/31/2023		04/05/2023	951.68
		Vendor 47803 - REDWOOD PRINTING Totals				Invoices	1		<u>\$951.68</u>
<b>Vendor 48144 - RELIANCE STANDARD</b>									
APRIL23A	LTD/Life Insurance Management	Paid by Check #112077		04/01/2023	04/12/2023	04/30/2023		04/12/2023	2,536.29
APRIL23B	LTD/Life Insurance Union/Board Payable	Paid by Check #112077		04/01/2023	04/12/2023	04/30/2023		04/12/2023	3,323.41
VOL APRIL23	Voluntary Life Payable	Paid by Check #112031		04/01/2023	04/05/2023	04/30/2023		04/05/2023	307.32
		Vendor 48144 - RELIANCE STANDARD Totals				Invoices	3		<u>\$6,167.02</u>
<b>Vendor 48930 - EDGAR RODRIGUEZ</b>									
G3 2023 REIMB	Dues - Memberships - Certification	Paid by Check #112032		04/01/2023	04/05/2023	03/31/2023		04/05/2023	980.00
RODRIGUEZ041723	Travel - Meetings - Education	Paid by Check #112078		04/03/2023	04/12/2023	04/30/2023		04/12/2023	319.00
		Vendor 48930 - EDGAR RODRIGUEZ Totals				Invoices	2		<u>\$1,299.00</u>
<b>Vendor 44435 - ROOTX</b>									
76209	Root Herbicide	Paid by Check #112033		03/15/2023	04/05/2023	03/31/2023		04/05/2023	8,923.19
		Vendor 44435 - ROOTX Totals				Invoices	1		<u>\$8,923.19</u>
<b>Vendor 48684 - RS</b>									
9017690013	Pump Stations	Paid by Check #112079		03/23/2023	04/12/2023	03/31/2023		04/12/2023	446.01
		Vendor 48684 - RS Totals				Invoices	1		<u>\$446.01</u>
<b>Vendor 49953 - KEVIN &amp; CARMEN SANCHEZ</b>									
2350148	Water Use Reduction Rebates	Paid by Check #112034		03/29/2023	04/05/2023	03/31/2023		04/05/2023	164.25
		Vendor 49953 - KEVIN & CARMEN SANCHEZ Totals				Invoices	1		<u>\$164.25</u>
<b>Vendor 48911 - JOHN SHERIDAN</b>									
SHERIDAN041723	Travel - Meetings - Education	Paid by Check #112080		04/03/2023	04/12/2023	04/30/2023		04/12/2023	278.00
		Vendor 48911 - JOHN SHERIDAN Totals				Invoices	1		<u>\$278.00</u>



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 43888 - SONSRAY MACHINERY LLC</b>									
PSO070410-1	Automotive	Paid by Check #112081		03/28/2023	04/12/2023	03/31/2023		04/12/2023	281.32
		Vendor 43888 - SONSRAY MACHINERY LLC Totals				Invoices	1		<u>\$281.32</u>
<b>Vendor 44577 - SOUNDPROS INC</b>									
230322-48	Public Relations Expense	Paid by Check #112035		03/22/2023	04/05/2023	04/30/2023		04/05/2023	49.00
		Vendor 44577 - SOUNDPROS INC Totals				Invoices	1		<u>\$49.00</u>
<b>Vendor 23450 - SOUTH TAHOE REFUSE</b>									
Mar 23 Stmt	Refuse Disposal & Buildings	Paid by Check #112036		04/01/2023	04/05/2023	03/31/2023		04/05/2023	3,825.00
		Vendor 23450 - SOUTH TAHOE REFUSE Totals				Invoices	1		<u>\$3,825.00</u>
<b>Vendor 45168 - SOUTHWEST GAS</b>									
MARCH 2023	Natural Gas	Paid by Check #112037		03/28/2023	04/05/2023	03/31/2023		04/05/2023	31,361.13
		Vendor 45168 - SOUTHWEST GAS Totals				Invoices	1		<u>\$31,361.13</u>
<b>Vendor 49954 - HOLLIE &amp; RYAN STRAUBINGER</b>									
3352203	Clothes Washer Rebate Program	Paid by Check #112038		03/27/2023	04/05/2023	03/31/2023		04/05/2023	200.00
		Vendor 49954 - HOLLIE & RYAN STRAUBINGER Totals				Invoices	1		<u>\$200.00</u>
<b>Vendor 24050 - TAHOE BASIN CONTAINER SERVICE</b>									
Mar 23 Stmt	Refuse Disposal & Biosolid	Paid by Check #112039		04/01/2023	04/05/2023	03/31/2023		04/05/2023	14,362.44
		Vendor 24050 - TAHOE BASIN CONTAINER SERVICE Totals				Invoices	1		<u>\$14,362.44</u>
<b>Vendor 48229 - TAHOE DAILY TRIBUNE</b>									
IN85813	Ads-Legal Notices	Paid by Check #112082		04/01/2023	04/12/2023	03/31/2023		04/12/2023	764.50
		Vendor 48229 - TAHOE DAILY TRIBUNE Totals				Invoices	1		<u>\$764.50</u>
<b>Vendor 48927 - TAHOE VALLEY LODGE</b>									
1052	Standby Accommodations	Paid by Check #112083		03/31/2023	04/12/2023	03/31/2023		04/12/2023	1,740.00
		Vendor 48927 - TAHOE VALLEY LODGE Totals				Invoices	1		<u>\$1,740.00</u>
<b>Vendor 48877 - SHELLY THOMSEN</b>									
THOMSEN041723	Travel - Meetings - Education	Paid by Check #112084		04/03/2023	04/12/2023	04/30/2023		04/12/2023	316.00
		Vendor 48877 - SHELLY THOMSEN Totals				Invoices	1		<u>\$316.00</u>
<b>Vendor 48748 - THUNDERBIRD COMMUNICATIONS</b>									
3297	Communication Upgrades Phase 2	Paid by Check #112040		03/09/2023	04/05/2023	03/31/2023		04/05/2023	5,138.16
		Vendor 48748 - THUNDERBIRD COMMUNICATIONS Totals				Invoices	1		<u>\$5,138.16</u>
<b>Vendor 43718 - USA BLUE BOOK</b>									
292246	Pump Stations	Paid by Check #112041		03/08/2023	04/05/2023	03/31/2023		04/05/2023	558.64
296143	Repair - Maintenance Water Tanks	Paid by Check #112041		03/13/2023	04/05/2023	03/31/2023		04/05/2023	3,464.23
311172	Pump Stations	Paid by Check #112085		03/27/2023	04/12/2023	03/31/2023		04/12/2023	730.47



# Payment of Claims

Payment Date Range 03/30/23 - 04/12/23  
 Report By Vendor - Invoice  
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor <b>43718 - USA BLUE BOOK</b> Totals				Invoices	3	\$4,753.34
Vendor <b>15155 - USDA FOREST SERVICE</b>									
BF051900AD636	Regulatory Operating Permits	Paid by Check #112086		03/27/2023	04/12/2023	03/31/2023		04/12/2023	73.72
BF051900AD637	Regulatory Operating Permits	Paid by Check #112086		03/27/2023	04/12/2023	03/31/2023		04/12/2023	9,484.75
			Vendor <b>15155 - USDA FOREST SERVICE</b> Totals				Invoices	2	\$9,558.47
Vendor <b>25700 - WEDCO INC</b>									
S100005686.001	Small Tools	Paid by Check #112042		03/24/2023	04/05/2023	03/31/2023		04/05/2023	25.02
S100006033.001	Buildings	Paid by Check #112042		03/27/2023	04/05/2023	03/31/2023		04/05/2023	136.22
S100006326.001	Buildings	Paid by Check #112042		03/28/2023	04/05/2023	03/31/2023		04/05/2023	474.81
S100006899.001	Buildings	Paid by Check #112087		03/30/2023	04/12/2023	03/31/2023		04/12/2023	76.88
S100007162.001	Small Tools	Paid by Check #112087		03/31/2023	04/12/2023	03/31/2023		04/12/2023	33.79
			Vendor <b>25700 - WEDCO INC</b> Totals				Invoices	5	\$746.72
Vendor <b>25850 - WESTERN NEVADA SUPPLY</b>									
39676937	Biosolids Equipment - Building	Paid by Check #112088		03/22/2023	04/12/2023	03/31/2023		04/12/2023	2,815.34
39682520	Secondary Equipment	Paid by Check #112043		03/24/2023	04/05/2023	03/31/2023		04/05/2023	316.54
			Vendor <b>25850 - WESTERN NEVADA SUPPLY</b> Totals				Invoices	2	\$3,131.88
Vendor <b>49738 - WEX BANK</b>									
87954579	Diesel Expense	Paid by Check #112044		03/23/2023	04/05/2023	03/31/2023		04/05/2023	1,013.70
			Vendor <b>49738 - WEX BANK</b> Totals				Invoices	1	\$1,013.70
			Grand Totals				Invoices	157	\$571,970.14



# SOUTH TAHOE PUBLIC UTILITY DISTRICT

David Peterson, President  
Nick Haven, Director

BOARD MEMBERS  
Shane Romsos, Vice President

Kelly Sheehan, Director  
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

## REGULAR MEETING OF THE BOARD OF DIRECTORS SOUTH TAHOE PUBLIC UTILITY DISTRICT March 16, 2023 MINUTES

The South Tahoe Public Utility District Board of Directors met in a regular session, 2:01 p.m., at the District Office, located at 1275 Meadow Crest Drive, South Lake Tahoe, California.

### ROLL CALL:

**Board of Directors:** President Peterson, Directors Haven, Romsos, Sheehan, Exline

**Staff:** John Thiel, Gary Kvistad, Paul Hughes, Melonie Guttry, Art Zorio, Julie Ryan, Chris Skelly, Ross Cole, Megan Colvey, Liz Kauffman, Ryan Lee, Star Glaze, Jessica Mendoza, Shannon Chandler, Stephen Caswell, Brent Goligoski, Shelly Thomsen

### 1. PLEDGE OF ALLEGIANCE:

2. **COMMENTS FROM THE AUDIENCE:** **Melonie Guttry** read a letter from Jack and Roberta Hanson regarding the monthly billing structure recently adopted at the District.

### 3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR:**

**Melonie Guttry** announced that there is a proposed change to Consent Item 4b – Keller-Heavenly Water System Improvements Project, Phase 2 to modify the requested Board action to read as: 1) Approve Change Order No. 2 to the District Contract with White Rock Construction, Inc.; and 2) Authorize the General Manager to execute Change Order No. 2 at no cost to the District.

### 4. **ADOPTION OF CONSENT CALENDAR:**

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

#### a. **DECEMBER 31, 2022 FISCAL YEAR TO DATE FINANCIAL STATEMENTS**

(Paul Hughes, Chief Financial Officer)

Received and filed the December 31, 2022 Income Statement and Balance Sheet Reports.



- b. **KELLER-HEAVENLY WATER SYSTEM IMPROVEMENTS PROJECT, PHASE 2**  
(Trevor Coolidge, Senior Engineer)  
1) Approved Change Order No. 2 to the District Contract with White Rock Construction, Inc.; and 2) Authorize the General Manager to execute Change Order No. 2 at no cost to the District.
- c. **2023 BARTON AREA VALVE INSTALLATION PROJECT**  
(Adrian Combes, Senior Engineer)  
Authorized staff to advertise for construction bids for the 2023 Barton Area Valve Installation Project.
- d. **AERATION BLOWER SYSTEM EMERGENCY POWER AND SECONDARY CLARIFIERS NO'S. 1 AND 2 PROJECT** (Brent Goligoski, Associate Engineer)  
1) Approved Change Order No. 5 to Vinciguerra Construction, Inc, in the amount of <\$2,843,948.74> for the Aeration Blower System Emergency Power and Secondary Clarifiers No's. 1 and 2 Project; 2) Authorized the General Manager to execute Change Order No. 5; and 3) Authorized the General Manager to negotiate and approve the transfer of material purchase order contracts from Vinciguerra to the District.
- e. **RECEIVE AND FILE PAYMENT OF CLAIMS** (Greg Dupree, Accounting Manager)  
Received and filed Payment of Claims in the amount of \$3,288,537.95.
- f. **REGULAR BOARD MEETING MINUTES: February 16, 2023**  
(Melonie Guttry, Executive Services Manager/Clerk of the Board)  
Approved February 16, 2023, Minutes

5. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION:** None

6. **ITEMS FOR BOARD ACTION:**

- a. 2023 Luther Pass and Heavenly Tanks Rehabilitation Project (Brent Goligoski, Associate Engineer) – **Brent Goligoski** provided details regarding the 2023 Luther Pass and Heavenly Tanks Rehabilitation Project.
- Moved Sheehan/Second Peterson/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes** to 1) Find the bid from Euro Style Management non-responsive and reject Bid; 2) Find minor irregularities in the bid from Farr Construction Corporation, dba Resource Development Company (RDC) to be immaterial and waive immaterial irregularities; and 3) Award Project to the lowest responsive, responsible bidder RDC in the amount of \$1,178,000 including the Alternate Bid Item.
- b. Construction Inspection Services 2023 (Julie Ryan, Engineering Department Manager) - **Julie Ryan** provided details regarding Construction Inspection Services 2023 and addressed questions from the Board. **President Peterson** provided details as explained at the Finance Committee pertaining to these proposed services.

**Moved Sheehan/Second Peterson/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes** to (1) Approve the proposed Scope of Work from Construction Materials Engineers to provide construction inspection and materials testing services; and, (2) Authorize the General Manager to execute Task Order No. 21 in an amount not to exceed \$474,030.

- c. Winter Storms Emergency Response - **John Thiel** provided details regarding Winter Storms Emergency Response and addressed questions from the Board. **Shelly Thomsen** provided additional details regarding the press release being developed regarding community partnerships. **President Peterson** provided information regarding El Dorado Water Agencies storm water management in rural areas initiative and how to leverage these points in the press release. **Director Romsos** thanked staff for their efforts and long hours in responding to these emergencies. **Directors Exline** and **Haven** echoed his comments.

**Moved Haven/Second Romsos/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes** to authorize the District to 1) Determine an emergency exists as defined in Section 1102 of the Public Contract Code; 2) Determine substantial evidence has been presented to authorize an exception be made pursuant to Section 22050 of the Public Contract Code that this emergency will not permit a delay resulting from a competitive solicitation for bids and compliance with the District purchasing requirements and that this action is necessary to respond to the emergency; 3) Adopt Resolution 3234-23 delegating authority to the General Manager to order any action necessary to respond to this emergency; 4) Determine this project is exempt from the California Environmental Quality Act pursuant to Public Resources Code section 210808(b)(2) and (4); 5) Authorizing filing a Notice of Exemption; and 6) Approve expenditures necessary to start emergency response not to exceed \$300,000.

**7. STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS:**

**Director Exline** reported regarding the City Council Liaison meeting held February 21, 2023. **John Thiel** added that the City of South Lake Tahoe is working on a Request for Proposals to complete a study regarding power. The System Efficiency and Sustainability Committee is meeting on March 21, and he requested that the study be provided to that committee when available.

**Director Romsos** reported details regarding the Operations Committee meeting on Monday, March 13, 2023.

**Director Haven** reported details regarding the Finance Committee Meeting on March 10, 2023. He indicated staff did a great job providing budget details.

**President Peterson** reported details of the upcoming rate review in relation to the Proposition 218 process. The Finance Committee recommended a separate revenue line item for solar once it is installed, with a separate look at the Reserve Fund.

**8. BOARD MEMBER REPORTS:**

**President Peterson** reported District staff are experiencing these storms along with and as members of the community and asked that the public have patience during these disasters.

**Director Romsos** outlined information regarding a climate resiliency workshop that he attended.

**9. EL DORADO WATER AGENCY PURVEYOR REPORT:**

**President Peterson** provided details regarding the federal affairs meeting he recently attended as part of the El Dorado Water Agency.

**10. STAFF/ATTORNEY REPORTS:**

**Melonie Guttry** and **Chris Skelly** provided information regarding the District's Multi-Factor Authentication for all accounts and addressed questions from the Board. The Information

Technology Department will assist Board Members with installing the Authentication Application on their mobile devices over the next month.

**Ross Cole** presented the 2023 Water Leak Update and addressed questions from the Board.

**Ryan Lee** provided a monthly billing update and addressed questions from the Board.

Additionally, he addressed the concern from customers Hanson. He has spoken with these customers, who are sewer customers only, and for sewer only customers monthly billing may be a little more inconvenient. Options are being offered to customers who feel monthly billing is an inconvenience.

**Shelly Thomsen** provided a legislative affairs update and addressed questions from the Board.

**Attorney Kvistad** provided information regarding the Inflation Reduction Act.

#### **11. GENERAL MANAGER REPORT:**

**John Thiel** reported on several items:

- Provided a staffing update and introduced new Senior Engineer, **Megan Colvey**
- Provided details regarding a meeting with **Jennifer Lukins** who has notified the District that the state will likely be in touch regarding consolidation efforts.

**President Peterson** recused himself at 4:00 p.m.

- Provided details regarding the Tahoe Keys Property Owner's Association meeting he attended on March 15, 2023, and addressed questions from the Board.

**President Peterson** rejoined the meeting at 4:07 p.m.

#### **12. NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**

**13. BREAK AND ADJOURN TO CLOSED SESSION:** 4:08 p.m.

**RECONVENE TO OPEN SESSION:** 5:02 p.m.

- a. Pursuant to Section 54956.9(d)(1) of the California Government code, Closed Session may be held for conference with legal counsel regarding existing litigation: Yolo County Superior Court Case CV 2021-1686, Alpine County vs. South Tahoe Public Utility District; et al.

No reportable Board Action

**ADJOURNMENT:** 5:03 p.m.

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David Peterson, Board President  
South Tahoe Public Utility District

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



# SOUTH TAHOE PUBLIC UTILITY DISTRICT

David Peterson, President  
Nick Haven, Director

BOARD MEMBERS  
Shane Romsos, Vice President

Kelly Sheehan, Director  
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

## REGULAR MEETING OF THE BOARD OF DIRECTORS SOUTH TAHOE PUBLIC UTILITY DISTRICT April 6, 2023 MINUTES

The South Tahoe Public Utility District Board of Directors met in a regular session, 2:01 p.m., at the District Office, located at 1275 Meadow Crest Drive, South Lake Tahoe, California.

**ROLL CALL: Board of Directors:** President Peterson, Directors Haven, Romsos, Sheehan, Exline  
**Staff:** John Thiel, Gary Kvistad, Paul Hughes, Melonie Guttry, Julie Ryan, Chris Stanley, Trevor Coolidge, Greg Dupree, Bren Borley, Ross Cole, Megan Colvey, Brent Goligoski, Heidi Baugh, Stephen Caswell, Ryan Lee, Shelly Thomsen, Trevor Coolidge, Taylor Jamie  
**Guests:** Dave Galicia, GB Construction; Satchi Itagaki, Kennedy Jenks (Telephone)

1. **PLEDGE OF ALLEGIANCE:**
2. **COMMENTS FROM THE AUDIENCE:** None
3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR:**
4. **ADOPTION OF CONSENT CALENDAR:**

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

**a. FISCAL YEARS 2023, 2024 AND 2025 AUDIT SERVICES**

(Paul Hughes, Chief Financial Officer)

Approved the Proposal from Mann, Urrutia & Nelson to extend their Contract to provide audit services for fiscal years 2023, 2024 and 2025 in a total amount not to exceed \$169,500.

**b. SECONDARY CLARIFIER NO. 3 REHABILITATION PROJECT**

(Stephen Caswell, Principal Engineer)

Approved Proposal to amend existing Task Order No. 20 for Carollo Engineers, Inc., for the Secondary Clarifier No. 3 Rehabilitation Project additional design services in an amount not to exceed \$13,633.

**c. CALPERS REQUIRED PAY LISTING BY POSITION**

(Greg Dupree, Accounting Manager)

Adopted Resolution 3243-23 which incorporates the Pay Listing by Position for the pay listing effective March 01, 2023.

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

Received and filed Payment of Claims in the amount of \$2,612,833.13.

**5. CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION:** None**6. ITEMS FOR BOARD ACTION:**

- a. Water Year 2022 Annual Report (Julie Ryan, Engineering Department Manager) - **Julie Ryan** provided an overview of the Water Year 2022 Annual Report process.

**President Peterson** opened the Public Hearing at 2:04 p.m. to receive public comments and present the Tahoe Valley South Subbasin (6-005.01) Annual Report for Water Year 2022. **Satchi Itagaki** of Kennedy Jenks provided a PowerPoint presentation regarding the Water Year 2022 Annual Report and addressed questions from the Board. No comments were received and **President Peterson** closed the Public Hearing at 2:28 p.m.

**Moved Romsos/Second Exline/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes** to approve the 2022 Annual Report and authorize submitting to the California Department of Water Resources.

- b. Winter Storms Emergency Response (John Thiel, General Manager) – **John Thiel** provided details regarding progress made on the Winter Storms Emergency Response to date. **Paul Hughes** provided details regarding the Emergency Operations Center activities over the past month. **Chris Stanley** presented photos regarding some of the work being completed throughout the community and addressed questions from the Board. **Director Exline** congratulated **Chris Stanley** and his staff on an excellent job containing flooding throughout these storms. **Trevor Coolidge** provided a presentation regarding work at Diamond Valley Ranch throughout the storm events and addressed questions from the Board. **John Thiel** provided a recap of activities at the Wastewater Treatment Plant throughout the storm events. **Paul Hughes** recommended that the overall funds set aside for this emergency be increased to \$600,000 in order to complete the required work. FEMA funds should be available soon to cover some of this work.

**Moved Exline/Second Romsos/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes** to continue the emergency action to respond to the Winter Storms Emergency pursuant to Public Contract Code Section 22050(c) and Resolution No. 3242-23 and 2) approve expenditures necessary for emergency response not to exceed \$600,000.

- c. 2023 Flagpole 2/Iroquois 2 Tanks Recoating Project (Megan Colvey, Senior Engineer and Heidi Baugh, Purchasing Agent) – **Megan Colvey** provided information regarding the 2023 Flagpole 2/Iroquois 2 Tanks Recoating Project and addressed questions from the Board. After some discussion, the Board directed staff to revisit this item with legal counsel and bring back a recommendation for Board consideration at the April 20, 2023 Board meeting.

- d. 2023-2024 Tank Coatings Touchup Project (Megan Colvey, Senior Engineer and Heidi Baugh, Purchasing Agent) – **Megan Colvey** provided details regarding the 2023-2024 Tank Coatings Touchup Project and addressed questions from the Board. The Board directed staff to revisit this item with legal counsel and bring back a recommendation for Board consideration at the April 20, 2023 Board meeting.
- e. Secondary Clarifier No. 2 Rehabilitation Project (Brent Goligoski, Associate Engineer) – **Brent Goligoski** provided details regarding the Secondary Clarifier No. 2 Rehabilitation Project and addressed questions from the Board.

**Moved Exline/Second Sheehan/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes**  
to 1) Find minor irregularities in the bid from T&S Construction Co., Inc. to be immaterial and waive immaterial irregularities; and 2) Award the Project to the lowest responsive, responsible bidder, T&S Construction Inc., in the amount of \$2,064,900.

- f. REBID 2023 Asphalt Patching and Trench Paving Services (Chris Stanley, Field Operations Manager and Heidi Baugh, Purchasing Agent) – **Chris Stanley** provided details regarding the REBID 2023 Asphalt Patching and Trench Paving Services and addressed questions from the Board.

**Moved Romsos/Second Exline/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes**  
to 1) Find minor irregularities in the bid from G.B. General Engineering Contractor, Inc. to be immaterial and waive immaterial irregularities; and 2) Award the project to the lowest responsive, responsible bidder, G.B. General Engineering Contractor, Inc., in the amount of \$469,540.

**7. STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS:**

**Director Romsos** provided details regarding the System Efficiency and Sustainability Committee. **Ross Cole** provided details regarding metrics for measuring climate resiliency grant opportunities. **Directors Romsos** and **Exline** provided details regarding the most recent Operations Committee meeting.

**8. BOARD MEMBER REPORTS:** Nothing to report

**9. EL DORADO WATER AGENCY PURVEYOR REPORT:**

**President Peterson** reported that the next meeting is April 12, 2023 with a Countywide Plenary for Water scheduled for Thursday, April 13, 2023.

**10. STAFF/ATTORNEY REPORTS:**

**Ross Cole** provided a PowerPoint presentation regarding the Annual Sewer Inspection Update and addressed questions from the Board.

**11. GENERAL MANAGER REPORT:**

**John Thiel** reported on several items:

- Provided a staffing update
- Provided information regarding the recent California Tahoe Conservancy meeting.
- **Paul Hughes** provided an update regarding the General Counsel Request for Proposals which are due on Friday, April 7, 2023.

**12. NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**

**13. BREAK AND ADJOURN TO CLOSED SESSION:** 4:23 p.m.

**RECONVENE TO OPEN SESSION:** 4:45 p.m.

- a. Pursuant to Section 54956.9(d)(1) of the California Government code, Closed Session may be held for conference with legal counsel regarding existing litigation: Yolo County Superior Court Case CV 2021-1686, Alpine County vs. South Tahoe Public Utility District; et al.

No reportable Board Action

**ADJOURNMENT:** 4:46 p.m.

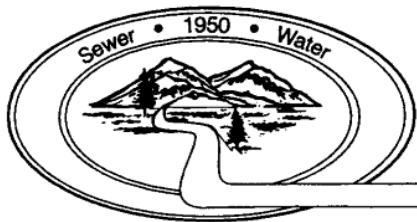
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David Peterson, Board President  
South Tahoe Public Utility District

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

General Manager  
John A. Thiel



# South Tahoe Public Utility District

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401  
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

## BOARD AGENDA ITEM 6a

**TO:** Board of Directors

**FROM:** Julie Ryan, Engineering Department Manager

**MEETING DATE:** April 20, 2023

**ITEM – PROJECT NAME:** Conference with Legal Counsel – Potential Litigation

**REQUESTED BOARD ACTION:** Direct Staff

**DISCUSSION:** Pursuant to Government Code Section 54956.9(b) of the California Government Code, Conference with Legal Counsel regarding Potential Litigation (one case).

**SCHEDULE:** N/A

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** N/A

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer

**GENERAL MANAGER:** YES JA NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES JA NO \_\_\_\_\_



General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline



# South Tahoe Public Utility District

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## BOARD AGENDA ITEM 7a

**\_TO:** Board of Directors

**FROM:** Megan Colvey, Senior Engineer  
Heidi Baugh, Purchasing Agent

**MEETING DATE:** April 20, 2023

**ITEM – PROJECT NAME:** 2023 Flagpole 2/Iroquois 2 Tanks Recoating Project

**REQUESTED BOARD ACTION:** 1) Find the bids received from Quality Painting & Sandblasting and Toledo Industrial Coatings to be non-responsive and reject both bids; 2) Reject the bid protest from Quality Painting & Sandblasting; 3) Find minor irregularities in the bid from Farr Construction Corporation, dba Resource Development Company to be immaterial and waive immaterial irregularities; and 4) Award Project to the lowest responsive, responsible bidder, Farr Construction Corporation, dba Resource Development Company in the amount of \$446,900.

**DISCUSSION:** On February 2, 2023, the Board authorized staff to advertise for bids for the 2023 Flagpole 2/Iroquois 2 Tanks Recoating Project (Project). The Project consists of removing existing coatings on the tanks' interiors, preparing the surfaces, and recoating the interiors of both tanks. At Flagpole 2 Tank, the exterior of the tank will also be prepared and overcoated. While the tanks are offline, before the coating work begins, staff will install brackets for passive cathodic protection anodes, and other minor repairs. Both tanks have been taken offline due to significant coatings failures on the tanks' interiors, and will remain offline until after the new coatings have been installed and passed testing.

Bids were opened on Tuesday, March 14, 2023, at 10:00 a.m. Five (5) bids were received. The bid amounts ranged from \$396,750 to \$576,900. The Engineer's Estimate for construction is \$417,000. As indicated in the attached memorandum and bid summary by the Purchasing Agent, staff found irregularities in all five bids received. There is an important distinction between irregularities that are immaterial and ones that are material. Immaterial irregularities may be waived by the Governing Board, in its discretion. Material irregularities generally give the bidder an unfair competitive advantage or contain errors that would permit the bidder to withdraw its bid. Material irregularities may not be waived.

The apparent low bid received from Quality Painting & Sandblasting for the Project did not include an original, hard copy Bid Bond (Bid Security) at the time of bid opening as required by the contract specifications. The second apparent low bid received from Process Measurement Group dba Toledo Industrial Coatings also did not include an original, hard copy Bid Bond at the time of bid opening as required by the contract specifications. An original, hard copy Bid Bond from Toledo Industrial Coatings was delivered to the District via FedEx; however, it did not arrive until two (2) hours after the bid opening.

It has been a long-standing requirement of the District that a valid original Bid Security be provided to the District at the time of bid opening. The requirement for a valid, hard copy original Bid Bond is listed in the second paragraph in the Invitation to Bid as well as on page 4, second paragraph of the General Bid Instructions, Terms & Conditions. It is in the opinion of staff that if the District does not have a valid Bid Security in hand, a bidder could have the opportunity to withdraw their bid which provides a material advantage over other bidders. Staff recommends that the Board find Quality Painting & Sandblasting and Toledo Industrial Coatings non-responsive and reject their bid based on this material deviation from the Bid Security Requirements.

On Sunday, March 19, 2023, staff received a timely bid protest (Protest) from the apparent low bidder, Quality Painting & Sandblasting. The Protest from Quality Painting & Sandblasting protests that the bid instructions are contradictory and confusing for submitting electronically as opposed to sending in physical copies of all bid forms. The letter acknowledges an oversight by Quality Painting & Sandblasting of the requirement to deliver the hard copy original Bid Bond to the District in advance of the bid opening. The letter protests that Quality Painting & Sandblasting should be considered the lowest responsive, and responsible bidder. Quality Painting & Sandblasting's basis for Protest is described in detail in their protest letter (attached).

Staff consulted with District legal counsel and issued a response letter on Friday, March 24, 2023, within seven (7) calendar days after receipt of the protest letter. After review, District legal counsel found the Protest submitted by Quality Painting & Sandblasting to be meritless and that it should be rejected in its entirety. As a foundational matter, a bid must conform to the material terms of the bid package. The District considers the submission of the bid security, pursuant to the terms of the Bid Documents, to be a material requirement which cannot be waived under California law. Per the General Bid Instructions, bids that do not meet the requirements of the Contract Documents may be deemed non-responsive and rejected by the District. Staff recommends that the Board reject the bid protest from Quality Painting & Sandblasting.

The third lowest bid received from Farr Construction Corporation dba Resource Development Company (RDC) contained only minor irregularities as listed in the attached memorandum by the Purchasing Agent. Staff recommends that the Board waive these minor immaterial irregularities and award to RDC as the lowest responsive, responsible bidder in the amount \$446,900.

A summary of all bids received, including bid irregularities, is included in the attached memorandum.

The Engineer's Estimate was \$417,000. The total budget allocated for this Project is \$417,000 (Fiscal Year 22/23 and Fiscal Year 23/24).

With Board approval and award, staff expects the project to proceed as follows:

- Bid Award: April 20, 2023
- Notice to Proceed: May 11, 2023
- Work Complete: September 30, 2023

Staff recommends that the Board: 1) Find the bids received from Quality Painting & Sandblasting and Toledo Industrial Coatings to be non-responsive and reject both bids; 2) Reject the bid protest from Quality Painting & Sandblasting; 3) Find minor irregularities in the bid from RDC to be immaterial and waive immaterial irregularities; and 4) Award the Project to the lowest responsive, responsible bidder, RDC in the amount of \$446,900.

**SCHEDULE:** N/A

**COSTS:** \$446,900

**ACCOUNT NO:** 2030-7077; 2030-8483

**BUDGETED AMOUNT AVAILABLE:** \$417,000

**ATTACHMENTS:** Bid Summary Memorandum

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**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer/Water

**GENERAL MANAGER:** YES           *AC*           NO                                 

**CHIEF FINANCIAL OFFICER:** YES           *AA*           NO

South Tahoe  
Public Utility District  
1275 Meadow Crest Drive  
South Lake Tahoe CA 96150  
(530) 544-6474 FAX (530) 541-0614

## Memorandum

To: Board Members  
John Thiel, General Manager  
Julie Ryan, Engineering Department Manager  
Megan Colvey, Senior Engineer

Fr: Heidi Baugh, Purchasing Agent

Re: 2023 Flagpole 2 / Iroquois 2 Tanks Recoating

Date: April 6, 2023

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On Tuesday, March 14, 2023, at ten o'clock A.M. we received and opened five (5) sealed bids via the District's electronic bidding format for the above-referenced project. Bids ranged from a low of \$396,750 to \$576,900. The engineer's estimate is \$417,000. A careful review and analysis of each bid showed deviations listed on the attached sheet. See attached spreadsheets for a full breakdown of each bid. Three of the five bids did not provide the hard copy bid bond by opening deadline.

Farr Construction Corporation dba Resource Development Company is the apparent low bidder. Farr's bid showed only minor deviations or omissions.

I contacted the Contractors License Board and was given the following information:

- License Number 1050646 is current and active.
- The company is a corporation.
- Farr Construction Corporation dba Resource Development Company holds a Class C33 – Painting and Decorating license.
- Farr's CA DIR registration is current and was at the time of bid opening.

**2023 Flagpole 2 / Iroquois 2 Tanks Recoating**  
**Bid Opening: 3/14/2023 at 10:00 o'clock a.m.**

**Deviations and information gathered during bid analysis of the three lowest bids:**

Quality Painting & Sandblasting

- No hard copy bid bond was received by bid opening.
- Bidder's General Information Item 5, did not provide name of surety. Able to obtain information from bid bond uploaded to PlanetBids.

Process Measurement Group dba Toledo Industrial Coatings.

- No hard copy bid bond was received by bid opening. Was delivered by Fedex after Noon on March 14. Label indicated it would be delivered by Tues 14-Mar 11:00A.
- Bidder's General Information Item 5, did not provide surety information, only agent/broker information was listed. Able to obtain information from bid bond uploaded to PlanetBids.
- Certification by Contractor's Insurance Broker form identified liability insurance company who was not admitted to California.

Farr Construction Corporation dba Resource Development Company

- Bidder's General Information, Item 5, surety information was not provided; only agent/broker. I was able to obtain surety information from bid bond.

Euro Style Management

- Certification by Contractor's Insurance Broker form identified liability insurance company that was not admitted to California.

Advanced Industrial Services, Inc.

- No hard copy bid bond was received by bid opening. Delivered by Fedex after Noon on March 14. Label indicated delivery for Mon – 13 MAR 4:30P.
- No copy of bid bond was uploaded with bid forms to PlanetBids.
- Bidder's General Information, Item 5, surety identified as "Travelers", which was not enough information to verify compliance with specifications.

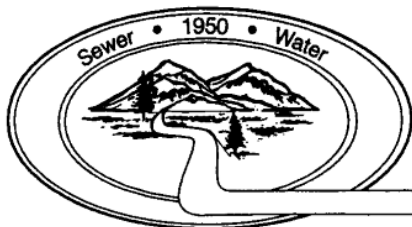
Unified Field Services Corp

- No bid submitted to PlanetBids.
- Hard Copy Bid Bond was delivered by FedEx after Noon March 14. Label indicated delivery for MON – 13 MAR 12:00P.

South Tahoe Public Utility District  
 Bid Results for Project 2023 FLAGPOLE 2 / IROQUOIS 2 TANKS RECOATING PROJECT

Bid Due on March 14, 2023 10:00 AM (PDT)

Item #	Description	U/M	Qty	Quality Painting & Sandblasting	Toledo Industrial Coatings	Farr Construction Corporation dba Resource Development Company	Euro Style Management	Advanced Industrial Services Inc
<b>Bid Schedule A: Flagpole 2 Potable Water Tank</b>								
1	Mobe/Demob	LS	1	\$45,000.00	\$20,000.00	\$1,300.00	\$15,000.00	\$20,000.00
2	Interior Recoating	LS	1	\$126,550.00	\$120,000.00	\$190,400.00	\$177,000.00	\$196,000.00
3	Exterior Recoating	LS	1	\$32,600.00	\$100,700.00	\$50,500.00	\$80,000.00	\$133,900.00
			Subtotal	\$204,150.00	\$240,700.00	\$242,200.00	\$272,000.00	\$349,900.00
<b>Bid Schedule B: Iroquois 2 Potable Water Tank</b>								
4	Mobelize/Demob	LS	1	\$46,050.00	\$25,000.00	\$1,200.00	\$14,000.00	\$16,000.00
5	Interior Recoating	LS	1	\$146,550.00	\$148,160.00	\$203,500.00	\$191,000.00	\$211,000.00
			Subtotal	\$192,600.00	\$173,160.00	\$204,700.00	\$205,000.00	\$227,000.00
<b>TOTAL</b>				<b>\$396,750.00</b>	<b>\$413,860.00</b>	<b>\$446,900.00</b>	<b>\$477,000.00</b>	<b>\$576,900.00</b>



# South Tahoe Public Utility District

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401  
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

March 24, 2023

Brad Warner  
Quality Painting & Sandblasting  
6274 Walnut Creek Rd.  
Reno, Nevada 85923

RE: Bid Protest; 2023 Flagpole 2/Iroquois 2 Tanks Recoating Project

Dear Mr. Warner:

The South Tahoe Public Utility District ("District") is in receipt of your bid protest sent via email on March 19, 2023 (dated March 18, 2023) ("Protest") regarding the bid submitted by Quality Painting & Sandblasting ("QPS"), for the above-referenced project ("Project"). Based on our review, the Protest is meritless and should be rejected in its entirety.

As a foundational matter, a bid must conform to the material terms of the bid package. (*DeSilva Gates Constr. V. Department of Transp* (2015) 242 Cal.App.4<sup>th</sup> 1409; *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175). While the District can waive inconsequential irregularities in a bid, material deviations, like those that grant the bidder a competitive advantage or impact price, cannot be waived by the agency. (*Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4<sup>th</sup> 1432, 1440-1441; *Konica Business Machs. U.S.A. v. Regents of Univ. of Cal.* (1988) 206 Cal.App.3d 449, 454). Because, without proper and enforceable bid security in place, a bidder is not functionally bound to honor the terms of their bid, they enjoy a lower inherent risk if their bid turns out to be erroneous or far less than the second low bidder. Accordingly, the District considers the submission of the bid security, pursuant to the terms of the Bid Documents, to be a material requirement which cannot be waived under California law.

The District recognizes that every project presents unique challenges and risks, however, bid securities are a constant requirement for every project regardless of the underlying scope. Further, as QPS admits in their Protest that the requirement for hard copy original of the bid security to be delivered to the District prior to the bid deadline was mentioned twice in the Bid Documents. While the District understands that such an oversight can be frustrating, QPS's inexperience with the electronic submission process, unfortunately, does not alleviate their responsibility to comply with the terms of the Bid Documents.

Page 4 of the General Bid Instructions provides, in bold face font: "**The hard copy original bid security** (in the acceptable forms listed above) **MUST be delivered to the District Office by the date and time specified in the Invitation to Bid.** (emphasis in original). This is an unambiguous material requirement which, is critical to the bidding process. QPS's failure to include the bid security prior to the bid opening date interfered with the District's ability to evaluate the validity of said security. Without a bid security, the District would have little recourse in the event QPS failed to honor their initial bid. The reduced risk associated with the submission of a bid which is not tied to a bid security afforded QPS a competitive advantage, which was not extended to the other bidders, and cannot be waived by the District.

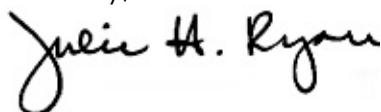
QPS further alleges that, because they were still contractually bound to honor their bid for a period of sixty (60) days under the terms of the Bid Documents, their failure to provide a bid security is inconsequential. The District disagrees with this reasoning as recourse through the bid security is separate and distinct from any contractual remedies provided by the Bid Documents. The bid security is in place to provide the District with more immediate recourse should a Contractor refuse to honor their bid.

Finally, QPS alleges that ambiguities in the Bid Documents regarding whether a submission was to occur electronically or physically was to blame for their confusion. As an initial point, the District does not agree that any ambiguity is present in the Bid Documents with regard to the submission requirements. The Bid Documents expressly lay out that the submission of the bid must occur electronically and that physical submissions of the bid will not be considered. If there were any perceived ambiguities with the requirements imposed by the Bid Documents, the District provided a forum to resolve them. Page 2 of the Invitation to Bid provides the appropriate outlet for bidders to seek clarification with regard to any issues that may arise during the bid period. As QPS failed to seek clarification through said system, they have implicitly accepted the risk that their bid may be rejected due to non-compliance with any requirement, regardless of said perceived ambiguity.

The District's Governing Board will consider the bid protest at its regularly scheduled meeting at 2 pm on April 6, 2023. District staff intends to recommend that the Board reject the bid protest submitted by QPS and award the contract to the lowest responsible bidder submitting a responsive bid, Farr Construction Corporation dba Resource Development Company. We appreciate QPS's interest in District projects and encourage you to submit bids in the future.

If you have any questions, please contact Megan Colvey at [mcolvey@stpud.us](mailto:mcolvey@stpud.us) or (530)543-6266.

Sincerely,



Julie Ryan, PE  
Engineering Manager

Cc: Mary Beth Coburn, Best, Best, & Krieger LLP  
Megan Colvey, PE





March 18, 2023

To whom it may concern,

In all my years of working in this industry this has never been an issue. Generally, all bid packets in their entirety are submitted physically together with addendums etc. This was my first time processing an electronic bid. I made sure to read through the BID packet to review the scope of work. I determined that I would in fact be the best fit for this job therefore bid a very competitive rate. I would like to submit this protest as Quality Painting & Sandblasting is the lowest, responsive, & responsible bidder. This protest will outline with examples that the instructions are contradictory and confusing for submitting electronically opposed to sending in physical copies of all bid forms.

The rejection of my bid lies solely on the fact that there was an oversight when it came to delivering the notarized bid bond to the district in advance of the Bid deadline. All direction within the bid forms specified electronic submission of the packet in its entirety multiple places, which the notarized bid bond was included.

Over the phone multiple representatives of STPUD (Star Glaze & Megan Colvey) stated that the reason that everything must be submitted electronically and the reason for the bid form needing to be delivered to the district physically is due to the fact that a bid can be revoked after bid results without the raised notary stamp. That argument is baseless as on page 1 of the bid forms it states *"Bids that are submitted via the District's electronic bidding system at the time set for opening of Bids shall be irrevocable and may not be withdrawn for a period of sixty (60) days after the date set for the opening of the bids except as noted in "GENERAL BID INSTRUCTIONS, TERMS & CONDITIONS" "REGULAR BIDS".*

There are numerous times that it directs to submit everything electronically in the bid packet and in the bid forms. After receiving the determination it was brought to my attention that the bid bond needed to be received in physical form Heidi Baugh and that it is written in two spots within the 95 page bid packet to deliver a physical copy. Directly beneath that instruction in bold it states that paper bids would not be accepted. In the 16 page bid forms packet it does not state to send in a hard copy of the bid bond anywhere.

Over the phone with one of the STPUD representatives she mentioned that this is a common mistake and happens frequently she told me that a perspective bidder on this specific project had previously been rejected on a different project due to nonresponsive because of not receiving the hard copy of the bid bond form.

Many other districts have a checklist which would be extremely useful in the submission process as there are variances from district to district and it would help eliminate common mistakes such as this one. Additionally, on the "bid bond form" there is an "important" section and "note"



section at the bottom of the form, within these sections it would also be useful to have specific direction to submit the hard copy to the district as this is not the first time this has been missed by another bidder.

In closing, though yes, it states in 2 places in the 95 page bid packet that the bid bond was to be delivered to the district in advance of the Bid deadline, there were numerous places in which it stated that no physical submissions would be considered. It was my oversight and I apologize that the physical copy was not delivered, however on the electronically submitted copy it is visible that it is notarized prior to the bid deadline. On page 4 of the terms and conditions within the bid packet it states twice that it "may be" not "will be" rejected therefore it is my request that you consider removing the rejected status on my bid and allow me the opportunity to save the county money as Quality Painting & Sandblasting was the lowest bidder.

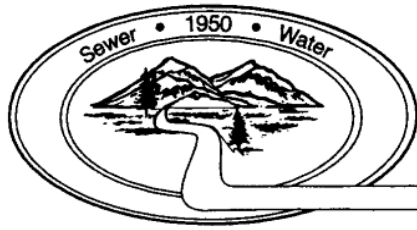
Sincerely,

Brandon Warner

Quality Painting & Sandblasting

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline



# South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401  
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

## BOARD AGENDA ITEM 7b

**TO:** Board of Directors

**FROM:** Megan Colvey, Senior Engineer  
Heidi Baugh, Purchasing Agent

**MEETING DATE:** April 20, 2023

**ITEM – PROJECT NAME:** 2023-2024 Tank Coatings Touchup Project

**REQUESTED BOARD ACTION:** Reject all bids and authorize staff to rebid the 2023-2024 Tank Coatings Touchup Project.

**DISCUSSION:** On February 2, 2023, the Board authorized staff to advertise for bids for the 2023-2024 Tank Coatings Touchup Project (Project). This Project is the second bi-annual tank touchup contract issued under the multi-year tank asset management program developed collaboratively by the Engineering and Pumps Departments. Under this project, the following tanks will be drained, cleaned, and receive spot repairs and/or partial recoating of the interior (and, if needed, exterior): Iroquois 1, Forest Mountain, Gardner Mountain 2, and Echo View. Staff will perform other tank maintenance, which may include installing passive anode cathodic protection, if needed.

Bids were opened on Thursday, March 23, 2023, at 10:00 a.m. Three (3) bids were received. The bid amounts ranged from \$165,300 to \$380,000. The Engineer's Estimate for the project, based on project costs for the 2021-2022 Tank Coatings Touchup Project and general bidding climate, is \$139,717. A summary of all bids received, including bid irregularities, is included in the attached memorandum.

As indicated in the attached memorandum and bid summary by the Purchasing Agent, staff has found irregularities in all three bids received. There is an important distinction between irregularities that are immaterial and ones that are material. Immaterial irregularities may be waived by the Board of Directors, in its discretion. Material irregularities generally give the bidder an unfair competitive advantage or contain errors that would permit the bidder to withdraw its bid. Material irregularities may not be waived.

The apparent low bid received from R Sutton Enterprises did not include a hard copy, original Bid Bond (Bid Security) at the time of bid opening as required by the contract specifications. The second apparent low bid received from Farr Construction Corporation dba Resource Development Company (RDC) did include an original, hard copy Bid Bond at the time of bid opening as required by the contract specifications.

However, the bid total for RDC exceeded the Engineer's Estimate and budget available by \$230,028 (more than twice the amount).

Staff recommends that the Board reject all bids, and authorize staff to rebid the work. Staff intends to revisit the scope and timing for the project prior to rebidding and may elect to split the project into multiple contracts based on priority and available funding.

**SCHEDULE:** N/A

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** N/A

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**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer/Water

**GENERAL MANAGER:** YES   *CC*   NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES   *AA*   NO \_\_\_\_\_

South Tahoe  
Public Utility District  
1275 Meadow Crest Drive  
South Lake Tahoe CA 96150  
(530) 544-6474 FAX (530) 541-0614

## Memorandum

To: Board Members  
John Thiel, General Manager  
Julie Ryan, Engineering Department Manager  
Megan Colvey, Senior Engineer

Fr: Heidi Baugh, Purchasing Agent

Re: 2023-2024 Tank Coating Touchups Project

Date: April 6, 2023

---

On Thursday, March 23, 2023, at ten o'clock A.M. we received and opened three (3) sealed bids via the District's electronic bidding format for the above-referenced project. Bids ranged from a low of \$165,300 to \$380,000. The engineer's estimate was approximately \$110,000. A careful review and analysis of each bid showed deviations listed on the attached sheet. See attached spreadsheets for a full breakdown of each bid. Two of the three bids did not provide the hard copy bid bond by opening deadline.

Farr Construction Corporation dba Resource Development Company is the apparent low bidder. Farr's bid showed only minor deviations or omissions.

I contacted the Contractors License Board and was given the following information:

- License Number 1050646 is current and active.
- The company is a corporation.
- Farr Construction Corporation dba Resource Development Company holds a Class C33 – Painting and Decorating license.
- Farr's CA DIR registration is current and was at the time of bid opening.

**2023-2024 Tank Coating Touchups Project**  
**Bid Opening: 3/23/2023 at 10:00 o'clock a.m.**

**Deviations and information gathered during bid analysis of the three lowest bids:**

R Sutton Enterprises

- No hard copy bid bond was received by bid opening.
- Page 1, bid was signed by Aaron Johnson, Estimator. No evidence was provided that Aaron Johnson, Estimator, has authority to sign for and bind this company to the bid terms. See p. 3 of the General Bid Instructions, Terms & Conditions under "Signing the Bid Form".
- Page 7, Bidder's General Information, Item #5 "Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract" were not filled in.
- Page 9, NonCollusion Declaration was not dated, signed or notarized.
- Page 15, Acknowledgement of Insurance Requirements identified "Aaron Johnson, Estimator" as the person certifying, but the form was signed by Brad Sutter. The certifier and signature need to be the same person.
- Page 17, Certification by Contractor's Insurance Broker was not submitted.

Farr Construction Corporation dba Resource Development Company

- Page 7, Bidder's General Information, (5) did not name the surety. Information obtained from the Bid Bond provided.

Olympus and Associates, Inc.

- No hard copy bid bond was received by bid opening.
- Page 1, Business address: missing city, state and zip code.
- Page 2, Contractors Name and Address: address provided did not match CSLB address information.

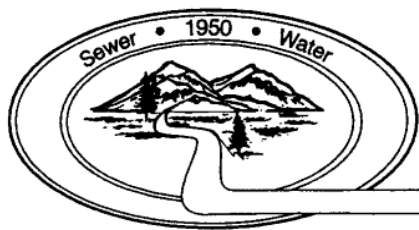
South Tahoe Public Utility District  
**Bid Results for 2023-'24 TANKS COATING TOUCHUPS**

Issued: 02/17/2023; Deadline: March 23, 2023 10a.m.

				R Sutton Enterprises		Farr Construction Corporation dba Resource Development Company		Olympus and Associates, Inc	
Item Num	Description	U/M	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>Sched. A: Echo View Potable Water Tank</b>									
1	Mobe/Demobilization	LS	1	\$10,000.00	\$10,000.00	\$4,270.00	\$4,270.00	\$10,000.00	\$10,000.00
2	Spot Repairs	SQ IN	1500	\$10.00	\$15,000.00	\$6.50	\$9,750.00	\$20.00	\$30,000.00
3	Large Repairs	SF	2400	\$12.00	\$28,800.00	\$32.50	\$78,000.00	\$25.00	\$60,000.00
4	Scaffolding	DAILY	20	\$50.00	\$1,000.00	\$310.00	\$6,200.00	\$1,000.00	\$20,000.00
5	Dehumidification	WEEKLY	4	\$1,500.00	\$6,000.00	\$20,570.00	\$82,280.00	\$7,500.00	\$30,000.00
6	Sealing/Caulking	LF	200	\$5.00	\$1,000.00	\$11.50	\$2,300.00	\$25.00	\$5,000.00
<b>Subtotal:</b>					\$61,800.00		\$182,800.00		\$155,000.00
<b>Sched. B: Forest Mtn Potable Water Tank</b>									
7	Mobe/Demobilization	LS	1	\$10,000.00	\$10,000.00	\$4,275.00	\$4,275.00	\$5,000.00	\$5,000.00
8	Spot Repairs	SQ IN	2000	\$10.00	\$20,000.00	\$4.85	\$9,700.00	\$20.00	\$40,000.00
9	Scaffolding	DAILY	10	\$50.00	\$500.00	\$490.00	\$4,900.00	\$1,000.00	\$10,000.00
10	Dehumidification	WEEKLY	2	\$1,500.00	\$3,000.00	\$20,570.00	\$41,140.00	\$7,500.00	\$15,000.00
11	Sealing/Caulking	LF	200	\$5.00	\$1,000.00	\$11.50	\$2,300.00	\$25.00	\$5,000.00
<b>Subtotal:</b>					\$34,500.00		\$62,315.00		\$75,000.00
<b>Sched. C: Iroquois 1 Potable Water Tank</b>									
12	Mobe/Demobilization	LS	1	\$10,000.00	\$10,000.00	\$4,275.00	\$4,275.00	\$5,000.00	\$5,000.00
13	Spot Repairs	SQ IN	2000	\$10.00	\$20,000.00	\$4.85	\$9,700.00	\$20.00	\$40,000.00
14	Scaffolding	DAILY	10	\$50.00	\$500.00	\$490.00	\$4,900.00	\$1,000.00	\$10,000.00
15	Dehumidification	WEEKLY	2	\$1,500.00	\$3,000.00	\$20,570.00	\$41,140.00	\$7,500.00	\$15,000.00
16	Sealing/Caulking	LF	200	\$5.00	\$1,000.00	\$11.50	\$2,300.00	\$25.00	\$5,000.00
<b>Subtotal:</b>					\$34,500.00		\$62,315.00		\$75,000.00
<b>Sched. D: Gardner Mtn 2 Potable Water Tank</b>									
17	Mobe/Demobilization	LS	1	\$10,000.00	\$10,000.00	\$4,275.00	\$4,275.00	\$5,000.00	\$5,000.00
18	Spot Repairs	SQ IN	2000	\$10.00	\$20,000.00	\$4.85	\$9,700.00	\$20.00	\$40,000.00
19	Scaffolding	DAILY	10	\$50.00	\$500.00	\$490.00	\$4,900.00	\$1,000.00	\$10,000.00
20	Dehumidification	WEEKLY	2	\$1,500.00	\$3,000.00	\$20,570.00	\$41,140.00	\$7,500.00	\$15,000.00
21	Sealing/Caulking	LF	200	\$5.00	\$1,000.00	\$11.50	\$2,300.00	\$25.00	\$5,000.00
<b>Subtotal:</b>					\$34,500.00		\$62,315.00		\$75,000.00
<b>Total</b>					<b>\$165,300.00</b>		<b>\$369,745.00</b>		<b>\$380,000.00</b>

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline



# South Tahoe Public Utility District

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## BOARD AGENDA ITEM 7c

**TO:** Board of Directors

**FROM:** John Thiel, General Manager

**MEETING DATE:** April 20, 2023

**ITEM – PROJECT NAME:** Winter Storms Emergency Response

**REQUESTED BOARD ACTION:** 1) Pursuant to Public Contract Code Section 22050(c), continue the emergency action to respond to the Winter Storms Emergency pursuant to Resolution No. 3242-23.

**DISCUSSION:** The Board declared the Winter Storms Emergency Response as an emergency on March 16, 2023. District staff will provide an update to the Board regarding the status of the emergency.

Public Contract Code Section 22050(c) requires the Board to review the emergency action at every Board meeting thereafter until the emergency action is terminated. The Board must determine by a 4/5 vote that there is a need to continue the emergency action. District staff is requesting that the Board continue the emergency action for the response to the Winter Storms Emergency.

As you may recall, on March 9th, 2023, Governor Gavin Newsom proclaimed a state of emergency throughout California to support the recent winter storm events that hit the state. These storms caused widespread damage and disruption with heavy snow, freezing temperatures, and strong winds causing avalanches, debris flow, and flooding across the state. The emergency proclamation provides critical support for emergency relief efforts, including assistance for local response efforts to address the impacts of the winter storms.

The District has proactively tracked its storm-related expenses, including labor, parts, fuel, materials, and contractor assistance. Given the significant costs associated with responding to and recovering from these events, the District will be seeking reimbursement for eligible expenses through the Cal-OES Hazard Mitigation Assistance



Program. Under this program, eligible costs may be reimbursed at a 75 percent state and 25 percent local cost share.

**SCHEDULE:** N/A

**COSTS:** \$600,000

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** Resolution No. 3242-23

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**CONCURRENCE WITH REQUESTED ACTION:**

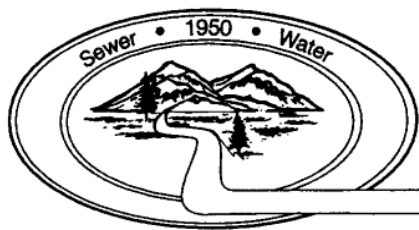
**CATEGORY:** Sewer/Water

**GENERAL MANAGER:** YES    *JA*    NO           

**CHIEF FINANCIAL OFFICER:** YES    *JA*    NO

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline



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

## BOARD AGENDA ITEM 7d

**TO:** Board of Directors

**FROM:** Adrian Combes, Senior Engineer

**MEETING DATE:** April 20, 2023

**ITEM – PROJECT NAME:** Meyers Stream Environment Zone – Erosion Control Project – Waterline Relocation

**REQUESTED BOARD ACTION:** Approve and enter into a Construction and Funding Agreement with the County of El Dorado to provide for relocation of a waterline in an amount not to exceed \$502,706.

**DISCUSSION:** The County of El Dorado (County) is installing improvements for the Meyers Stream Environment Zone/Erosion Control Project which will include a retention basin, storm drain lines, manholes and a roadside channel. The District and the County worked together to resolve multiple conflicts during design, however there are a few remaining conflicts that require relocation of existing District facilities. The purpose of this Funding Agreement is to relocate those facilities to accommodate the new drainage facilities.

The main conflict is that the new storm drain channel on E. San Bernardino from Apache Avenue to Geronimo Way is located at the edge of the existing roadway and conflicts with the location of the existing waterline. The waterline must have a minimum separation distance of 4 feet from the edge of the channel to comply with the State's Drinking Water Standards. To resolve this conflict, the proposed solution is to replace the entire line between Apache and Geronimo which would include 705 linear feet of C900 pipe, installation of seven (7) services and one (1) fire hydrant.

Under California law, unless the District can demonstrate its facilities were in place before County roads, the District is responsible for relocation necessitated by "road improvements," including drainage improvements. Staff recommends that the Board enter into an Agreement with the County of El Dorado in the amount of \$502,706, for the County to perform the work on the District's water system. This amount is based on an Engineer's Estimate of \$402,165 plus a contingency of 25%. The total value of the Agreement will be deposited into an escrow account prior to bidding, adjusted to reflect actual bid price plus contingency after bidding, and then withdrawn by the County from the account during construction pending approval by District staff of

progress payment requests. While no sources of outside funding have been identified to cover the relocation costs associated with this particular reimbursement agreement, staff will continue to work with its regional, state and federal partners to identify potential sources of outside funding to offset the cost to the District for utility relocations in support of Environmental Improvement Program projects.

**SCHEDULE:** County Project Bids in June 2023 and Construction in July 2023

**COSTS:** \$502,706

**ACCOUNT NO:** 2030-8222

**BUDGETED AMOUNT AVAILABLE:** \$485,000

**ATTACHMENTS:** Construction and Funding Agreement provided prior to and at the Board Meeting

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**CONCURRENCE WITH REQUESTED ACTION:**

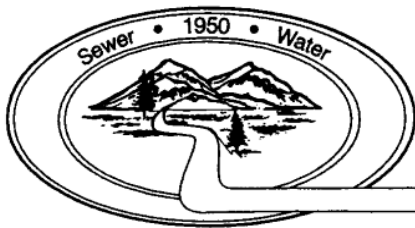
**CATEGORY:** Water

**GENERAL MANAGER:** YES AC NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES AA NO \_\_\_\_\_

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romos  
David Peterson  
Kelly Sheehan  
Nick Exline



# South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401  
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

## BOARD AGENDA ITEM 7e

**TO:** Board of Directors  
**FROM:** Adrian Combes, Senior Engineer  
**MEETING DATE:** April 20, 2023  
**ITEM – PROJECT NAME:** 2023 Barton Area Valve Installation Project

**REQUESTED BOARD ACTION:** Award the 2023 Barton Area Valve Installation Project to the lowest responsive responsible bidder.

**DISCUSSION:** On March 16, 2023, the Board authorized staff to advertise for bids for the 2023 Barton Area Valve Installation Project (Project). The work involves installation of nine valves, two fire hydrants and some tie-in piping work at the intersection of 4th and South Street. This project is on a tight schedule requiring a shortened bidding and award period. The valves are needed to shut down the water system so as not to put Barton Hospital out of water, as well as to handle conflicts with the City's concurrent storm drain project scheduled to start at the beginning of June 2023.

The Project advertised for bid starting on March 31, 2023 with a bid opening at 10:00 a.m. on April 14, 2023. Protest(s) regarding Bid opening procedures, Bids or the selection of the successful bidder may be received within five (5) calendar days following bid opening. Following the close of the bid protest period, staff will provide a Bid Analysis and recommendation for award prior to and at the Board Meeting. The engineer's estimate for the Project is \$311,000.

**SCHEDULE:** Contract Award and Notice to Proceed to occur ASAP following bid award.

**COSTS:** N/A

**ACCOUNT NO:** 20.30.7004

**BUDGETED AMOUNT AVAILABLE:** \$714,900

**ATTACHMENTS:** Bid Summary and Memo to the Board

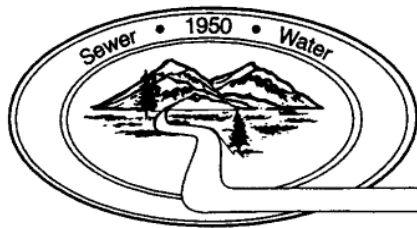
**CONCURRENCE WITH REQUESTED ACTION:** \_\_\_\_\_ **CATEGORY:** Water

**GENERAL MANAGER:** YES     *CT*     NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES     *AA*     NO \_\_\_\_\_

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline



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## BOARD AGENDA ITEM 7f

**TO:** Board of Directors

**FROM:** Trevor Coolidge, Senior Engineer  
John Thiel, General Manager

**MEETING DATE:** April 20, 2023

**ITEM – PROJECT NAME:** Five-Year Diamond Valley Ranch Grazing Permit

**REQUESTED BOARD ACTION:** Renew the five-year Diamond Valley Ranch Grazing Permit Contract with Mission Livestock Management, in the total amount of \$965,274.38.

**DISCUSSION:** Following a qualifications based selection process, the Board previously awarded a five-year grazing contract to Mission Livestock Management (Mission) in 2018. Over the past five years, Mission has been a productive partner, handling irrigation within the leased fields, assisting the District with Tamarack Fire repairs, and leveraging outside funding to make permanent improvements to the grazing areas at Diamond Valley Ranch (DVR).

Due to the successful partnership, both the District and Mission seek to renew the grazing permit for an additional five-year term. The renewal includes an annual cost escalation, increases the responsibilities of Mission Livestock, and allows for a payment credit in the event the District directs Mission to complete work at DVR. Mission also commits to continuing their partnership with National Resources Conservation Service to implement conservation practices related to grazing and habitat protection.

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

**SCHEDULE:** Upon Board Approval; May 1, 2023 – November 15, 2027

**REVENUE:** \$965,274.38

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** Proposal, Contract

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**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer

**GENERAL MANAGER:** YES     *JA*     NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES     *JA*     NO \_\_\_\_\_



# **Mission Livestock Management**

Douglas Freitas, *Owner*  
Sarah Freitas, *Owner*

6569 County Road 27  
Orland, CA 95963

(510) 996-8455, direct

*Section 1, Statement of Proposer*

*Section 2, Proposed Grazing Plan*

*Section 3, Infrastructure Maintenance  
and Improvement Plan*

*Section 4, Proposed Grazing Permit Fee*

**Proposal for South Tahoe  
Public Utility District's,  
*Diamond Valley Ranch***

4/11/2023

## Section 1, Statement of Proposer:

Mission Livestock Management, a California registered general partnership comprising of Douglas Freitas & Sarah Freitas doing business at 6569 County Road 27 Orland, CA 95963 respectfully submits the following proposal to South Lake Tahoe Public Utility District for the renewal of the cattle grazing rights of the Diamond Valley Ranch.

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**Douglas Freitas, Partner**  
(510) 996-8455  
Doug@missionlivestock.com

## Section 2, Proposed Grazing Plan:

*Mission Livestock has grazed cattle at the Diamond Valley Ranch the previous seven summer seasons. The Proposed Livestock Operation Plan is informed by the experience of the stockmen who have managed the grazing resource.*

### Grazing & Operation Plan:

Mission Livestock Management intends to graze weaned calves or yearling cattle at the Diamond Valley Ranch. Depending on the winter precipitation and the availability of irrigation water, Mission will place up to 1.45 million Lbs. of liveweight of weaned calves or yearlings weighing between 450 and 700 lbs. on the ranch beginning from May 1<sup>st</sup> in dry years and as late as June 1<sup>st</sup> in wet years. Typically the cattle placed for the season will only have a 100 lb. weight difference from largest to smallest.

The cattle will be managed by Douglas Freitas, and two full time employees that are dedicated to the Alpine Unit which is comprised of the Diamond Valley Ranch and two other leased on property line neighboring ranches. All current employees reside between 5 to 20 minutes distance from DVR in the surrounding communities of the Hung-A-Lel-Ti Washoe Tribe and Gardnerville, NV. The employees will be available within 1 hour in the case of emergencies or priority cattle issues. Doug Freitas will oversee the operation to ensure efficient and effective operations.

Following the successful employment of members of the Hung-A-Lel-Ti Washoe Tribe our collaboration will continue with Chairman Irvin Jim to annually provide employment for tribal members seeking jobs. Chairman Jim has noted our ability to provide jobs that allow the indigenous people of the area to tend to their homeland is an honor and privilege. He has additionally noted that Mission Livestock has been well equipped to work with tribal members who have previously struggled with addiction by providing purpose, guidance, life structure and a sense of responsibility to the animals, land and community.

In the renewed term Mission Livestock will continue to purchase all livestock pharmaceuticals, construction materials, and company provided meals from local businesses. Depending on activities occurring at Diamond Valley Ranch this has averaged five to six figures of dollar impact annually due to the improvement projects that have been undertaken across the Diamond Valley Ranch funded by USDA – NRCS Environmental Quality Incentive Program Cost Share Funds. In the renewed term it is our anticipation to continue this program.

The pastures at the ranch will be monitored continuously to ensure that plant health is not compromised, and ecological functions are performing adequately. An adaptive grazing plan will be developed prior to the beginning of the grazing season. This plan will be developed in collaboration with STPUD staff and address numbers of grazing animals, the timing, duration and intensity of grazing in each field, any special concerns, and planned STPUD activities. The cattle will be moved from pasture to



pasture, with grazing periods and numbers adjusted to utilize no more than 60% of the available vegetation and allow for adequate rest periods for plant health.

Mission Livestock plans to continue to engage STPUD managers and the Natural Resource Conservation Service (NRCS) in further developing a working, adaptive conservation plan for the property. Implementation of conservation practices arising out of this plan will continue to be undertaken by Mission Livestock, which in the past has been funded by the Environmental Quality Incentive Program (EQIP), and can include fencing off riparian areas, off stream livestock troughs, native plant restoration, and hydrological function improvements and prescribed grazing.

Pasture monitoring is recorded through a cloud-based application with interface from a handheld personal communication device. Information such as number of cattle, days of use, amount of residual vegetation, rest periods, weed infestations, sacrifice areas will be recorded and available for management review.

Cattle will be checked daily during the grazing season. Mission Livestock has developed, with consultation from Dr. Jason Bravos, DVM and Che Trejo, DVM, of Merck Animal Health, an extensive Animal Health Protocol complete with written standard operating procedures, disease prevention measures and treatment protocols. All deceased animals will be promptly removed from the property and if possible, taken to the California Animal Health and Food Safety (CAHFS) Lab for necropsy. If not feasible for necropsy, deceased animals will be buried on-site upon direction of STPUD staff. Loose mineral supplement will be made available free choice in portable supplement troughs that can be moved periodically to focus or reduce impact on specified areas. The supplement is formulated based on the feed and soil profile of the Diamond Valley Ranch and includes an Insect Growth Regulator to limit fly infestations and an ionophore to reduce the incidence of frothy bloat caused by legumes.

At all times, Mission Livestock personnel, in the form of either owners, managers, cowboys, or irrigators will be available for emergency response within 1 hour or less. Mission Livestock Management additionally has a collaborative relationship with the Alpine County Sherriff's Office and South Lake Tahoe California Highway Patrol helping for the removal of loose livestock located elsewhere in the area that are owned by other ranchers. We feel it is our responsibility and duty to assist local law enforcement and we are well equipped to do so with a competent staff available 24 hours a day, seven days a week.

## Section 3, Infrastructure Maintenance & Improvement Plan:

*Mission Livestock began grazing cattle at the Diamond Valley Ranch after a period in which the land had laid fallow, dried out for permitting reasons and by drought, and overrun with weeds. With water, the productivity and potential of the land has made itself known, and now, with this Infrastructure Maintenance and Improvement Plan, Mission Livestock intends to increase the functionality of its water conveyance and grazing management, which will in turn drive land productivity, make the grazing operation safer to the public, and enable STPUD to better achieve its resource management goals.*

### *Water Conveyance and Irrigation Infrastructure Improvements*

- **Entire Ranch:**
  - Mission will continue to use a GPS guided tractor with levee maker attachment to make levees in the pastures, where appropriate, to enhance water spread and to prevent pooling and stagnating water. *Expense to STPUD, \$0.00.*
  - Ditches will be cleaned and then maintained as required to promote efficient flow of water and to prevent leakage. *Expense to STPUD, \$0.00.*
  - Repair or replace pasture dams/gates as needed. *Expense to STPUD, \$0.00.*
- **Field 1 (New Pasture Addition)**
  - Mission will repair the irrigation ditch diversion at Scott Creek where it is currently silted in and then eroded and running the water across Field 1 as the water is largely being absorbed into the acres of soil. This repair will substantially increase the flow to Indian Creek during all months. *Expense to STPUD, \$0.00.*
  - Repair the main irrigation ditch and install check dams needed to irrigate the upper portion of Field 1. *Expense to STPUD, \$0.00.*
- **Field's 8, 9 & 10**
  - Mission will apply for USDA-NRCS Environmental Quality Incentive Program Cost-Share Funding to repair the function and ditch cut bank erosion in the east-west conveyance ditch. This ditch is currently used and a major artery in the irrigation and storm water conveyance system on the ranch. The erosion and disruption to the ditch occurred when primary water conveyance infrastructure was removed to aid in the dewatering of the Diamond Valley Ranch during the wetland delineation project that occurred nearly a decade ago. This project will include excavation to realign the ditch, decrease ditch edge slope, check dam installation, revegetation, potentially exclusion fence, and a comprehensive grazing plan for the affected acres that receive irrigation water from this ditch system. *Expense to STPUD, \$0.00.*
- **Snowshoe #1 Diversion**
  - Mission will desilt the diversion as allowed by law. Currently the diversion has collected a significant amount of silt build up following the Tamarack Fire and is reducing midsummer flows into Snowshoe #1. *Expense to STPUD, \$0.00.*

- **Snowshoe #2 Diversion**
  - Mission will desilt the diversion as allowed by law. Currently the diversion has collected a significant amount of silt build up following the Tamarack Fire and is reducing early summer flows into Snowshoe #2. *Expense to STPUD, \$0.00.*
- **Milberry Creek Ditch & Diversion**
  - Mission will maintain the off site ditch system that it repaired in 2022 to ensure Millberry Creek waters drain to Indian Creek as allowed by the Alpine Decree. Prior to 2022 the water was flowing into the Markleeville watershed for the last several years due to a broken diversion. *Expense to STPUD, \$0.00.*

### *Fencing*

- **Entire Ranch:**
  - Temporary Electric Fencing will be utilized to make pasture divisions, enabling the attainment of goals of the grazing plan. *Expense to STPUD, \$0.00.*
  - A single “backbone” 12.5 gauge conductor wire that is energized by a permanent energizer located at the well head at the corral will be installed throughout the ranch enabling temporary fence to be setup and removed with ease to allow for efficient cell grazing. The conductor wire will be attached to permanent barb wire fence using insulated wire outriggers and will travel beneath gates in a protected shielded wire. There will be no points where STPUD staff will need to handle the permanent electric fence. *Expense to STPUD, \$0.00.*
  - Fence will continue to be repaired before and during the grazing season. Failed wood bracing will continue to be repaired or replaced with steel pipe bracing. *Expense to STPUD, \$0.00.*
- **Field 1 (New Pasture Addition)**
  - Mission will install 2,865 Lineal Feet of 5-strand, 4 point barbwire on 12’ post centers to fence the south irrigated portion of Field 1. *Expense to STPUD, \$0.00.*
  - Mission will install 3,330 Lineal Feet of 5-strand, 4 point barbwire on 12’ post centers to fence the north sub irrigated portion of Field 1. *Expense to STPUD, \$0.00.*

### *Cattle Processing Corrals*

Mission firmly believes that a well-designed and maintained corral system will allow for the safety of the operator and the livestock.

- All gates will continue to be greased, repaired, and rehung if necessary. *Expense to STPUD, \$0.00.*
- A larger dust suppression system will be installed beyond the critical working areas to encompass the cattle holding pens in the south portion of the corral. *Expense to STPUD, \$0.00.*
- Livestock scale weigh head will be converted from a manual beam scale to an electronic scale head with a tag printer. This will enable faster weighing of cattle and increased accuracy. *Expense to STPUD, \$0.00.*

## Section 4, Proposed Grazing Permit Fee:

<b>Year</b>	<b>Amount</b>
2018	\$168,000.00
2019	\$171,360.00
2020	\$174,787.20
2021	\$178,282.94
2022	\$181,848.60
<b><i>Mission Livestock would like to further propose at this time to extend the grazing permit fee amount provisions for an additional five years beyond the initial term for STPUD's consideration.</i></b>	
2023	\$185,485.58
2024	\$189,195.29
2025	\$192,979.19
2026	\$196,838.77
2027	\$200,775.55

# SOUTH TAHOE PUBLIC UTILITY DISTRICT

## GRAZING PERMIT

**This Grazing Permit** ("Permit") is made and entered into on April 20, 2023 by and between the South Tahoe Public Utility District ("District"), a California public agency formed in 1950 pursuant to the Public Utility District Act, and Mission Livestock Management ("Permittee"), at South Lake Tahoe, California, with reference to the following facts and intentions:

**A.** The District is the owner of certain real property and improvements located in Alpine County, California, generally described as assessor parcel numbers 01-080-59, 01-080-60, 01-200-01, 01-200-10, 01-200-13, 01-200-14, 01-200-16, 02-230-29 and 01-200-11 and more particularly described in the map attached as Exhibit A, which is incorporated by this reference (collectively "Property");

**B.** Permittee is in the business of raising cattle and requires the use of pasture land to graze cattle during certain portions of the year:

**C.** The Property consists of irrigated pasture land and upland sagebrush habitat;

**D.** The District previously permitted Permittee to graze cattle on a portion of the Property pursuant to a Gazing Permit, dated April 5, 2018 ("Prior Grazing Permit") and,

**D.** Permittee desires, and the District agrees to extend the Prior Grazing Permit to allow, Permittee the right to continue to graze cattle on a portion of the Property pursuant to the terms and conditions of this Permit.

**NOW, THEREFORE**, the parties agree as follows:

**1. Grazing Right.** District grants Permittee the right to graze cattle on a portion of the Property depicted on the attached Exhibit A ("Permitted Grazing Area") pursuant to the terms and conditions of this Permit and the grazing plan as approved by the District ("Grazing Plan"), attached as Exhibit B, which is incorporated by this reference. Other than as expressly provided in this Permit, Permittee shall not have any other rights with respect to the Property and improvements located on the Property.

**2. Term.** The term of this Permit ("Term") shall commence on May 1<sup>st</sup>, 2023 ("Commencement Date") and end on November 15<sup>th</sup>, 2027 ("Termination Date"), unless adjusted pursuant to the provisions of this Permit. Permittee shall be allowed to graze cattle from May 1<sup>st</sup> through November 15<sup>th</sup> of each year during the Term (Annual Grazing Period). Cattle will be only allowed on the Permitted Grazing Area during the Annual Grazing Period without the express prior written consent of the District. Permittee shall be allowed access to the Permitted Grazing Area outside of the grazing period for maintenance, rehabilitation, repairs, irrigation operations, and monitoring. Areas of District hay production are excluded from grazing.

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

**4. Permit Fee.** Permittee agrees to pay the District the following annual fee during the Term of the Permit ("Permit Fee"):

2023	\$185,485.58
2024	\$189,195.29
2025	\$192,979.19
2026	\$196,838.77
2027	\$200,775.55

Permittee shall pay the fifty-percent (50%) of the annual Permit Fee to District by April 1<sup>st</sup> of a each year during the Term, and fifty-percent (50%) by August 1<sup>st</sup> of each year during the Term. If Permittee does not

make any payment of the Permit Fee within ten (10) days when due, then Permittee shall pay to the District, in addition to such payment, a late charge equal to ten (10) percent of such late payment. Permittee shall pay, in a timely manner, all sums of money or charges required to be paid by Permittee under this Permit. However, nothing contained in this Permit shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable, or to limit any remedy of the District.

## **5. Use of Permitted Grazing Area.**

**5.1 Use.** The Permitted Grazing Area shall be used for grazing cattle and for no other use without the express written consent of the District. Permittee covenants and agrees to conduct its operations, as allowed by this Permit, in a good and ranching-like manner according to the industry practices for cattle ranching operations. Permittee shall be responsible for keeping its cattle within the Permitted Grazing Area and shall promptly return any cattle that leave the Permitted Grazing Area. Permittee is solely responsible for the construction and maintenance of any and all fencing necessary to keep cattle enclosed within the Permitted Grazing Area. In the event of any incident in which District staff needs Permittee to respond to, or return to the Property, the Permittee agrees to respond **within a maximum of one hour**. The maximum number of cattle that Permittee is entitled to locate on the Permitted Grazing Area is that number specified in the Grazing Plan which established the management strategy to sustain health of pasture land and prevent overgrazing. The District reserves the right to require Permittee to move or remove the cattle within/from the Permitted Grazing Area due to overgrazing or if the cattle otherwise cause harm to the Permitted Grazing Area, as determined in the District's sole discretion. Cattle shall only be moved on county roads in accordance with the permission of the county and in compliance with applicable laws. The gates located on the paved access road to Harvey Place Reservoir shall be operated by the District. Permittee shall not operate the gates without the District's prior written consent. Permittee shall not allow other animals, including horses, on the Permitted Grazing Area without the prior written consent of the District, (which may be separately negotiated with the District). Permittee shall remove any dead cattle from the Property within 72 hours. If District staff is required to dispose of dead cattle the Permittee agrees to pay the District the fully burdened rate of each employee involved in the disposal effort, along with applicable equipment costs.

**5.2 Other Facilities.** Permittee shall be entitled to use the cattle pens and chutes for loading and unloading cattle at its own risk. Vaccination of cattle is an allowed procedure provided Permittee complies with all federal, state and local laws and regulations in performing vaccinations including, but not limited to, disposal of vaccination supplies. The District reserves the right to allow other persons to use the cattle pens and chutes periodically, which use shall be coordinated with Permittee operations.

**5.3 Compliance of Law.** Permittee shall, at Permittee's sole cost and expense, comply with all applicable local, state and federal statutes, ordinances, rules, regulations, orders and requirements in effect that relate to the use of the Permitted Grazing Area by Permittee. Permittee shall not use or allow the use of the Permitted Grazing Area in any manner that would tend to create waste or a nuisance or which would tend to disturb the District's use of the Property.

**5.4 District Operations.** Permittee acknowledges that this Permit only entitles Permittee to use a Permitted Grazing Area, which is only a portion of the Property. Permittee further acknowledges and understands that the District will be utilizing other portions of the Property for its recycled water operations. The District shall also have the right to use portions of the Permitted Grazing Area for recycled water operations, which includes the right to construct improvements and/or make modifications to the Permitted Grazing Area, provided such uses do not unreasonably interfere with Permittee's use of the Permitted Grazing Area. Permittee may be required to move cattle from one portion of the Permitted Grazing Area to another portion of the Permitted Grazing Area while the District performs work in the Permitted Grazing Area.

**5.5 Other Restrictions.** Permittee shall not be allowed to use the ranch house nor shall Permittee store any equipment, trucks or trailers on the Permitted Grazing Area without the prior written consent of the District. Permittee shall not use or allow firearms, drugs or alcohol on the Property or Permitted Grazing Area at any time, the violation of which shall entitle the District to immediately terminate this Permit without any prior written notice.

**5.6 Acceptance of Premises.** District has made no representation or warranty concerning the fitness for use or suitability for purpose of the Permitted Grazing Area or the Property, all of

which are expressly disclaimed, and Permittee accepts the Premises "AS IS." The District expressly disclaims any representation or warranty or any liability or damage as to quality or quantity of grass growing on the Permitted Grazing Area at any time. Without limiting the above, Permittee shall bear the risk of the suitability of the Permitted Grazing Area for Permittee's intended use from both an economic and ranching basis and with respect to Permittee's use of the Permitted Grazing Area.

**5.7 Permittee's Conduct.** The District shall have the right to require Permittee, its employees, contractors, consultants, vendors and agents, whom the District determine to be acting in a careless, unsafe, discourteous, or otherwise objectionable manner to immediately vacate the Permitted Grazing Area. The District may require that the Permittee permanently restrict such persons if such conduct is egregious, or if it occurs on two (2) occasions.

**5.8 Prohibited Uses.** In no event shall Permittee use the Permitted Grazing Area in any manner which would, in the District's opinion, have an adverse effect on the Property on the present condition of the Property or be incompatible with the District's preservation, protection, and restoration objectives. Uses and activities which are prohibited on the Property include, without limitation, supplemental feeding within a 100 yards of a spring or other body of water, the dumping of any trash, refuse or other offensive material; the use of herbicides, biocides or other agrichemicals as more particularly set forth in section 6.2 and 6.3, below; the cutting of any trees or riparian vegetation; fishing, hunting, trapping or the use of firearms; the grading, filling, excavation or removal of sand or other materials; mineral exploration or extraction; non-fodder crop production, rip-rapping and other manipulation, diversion or other alteration of natural water courses, wetlands or other bodies of water; any activity which may destabilize the banks of any course or body of water; and any uses or activities which would pollute, degrade or drain the Property's surface or subsurface waters.

## **6. Maintenance and Operation/Surrender.**

**6.1 Condition of Permitted Grazing Area.** Permittee agrees that it will, at all times during the Term, keep all improvements located within the Permitted Grazing Area, including, but not limited to, fences and gates, except as otherwise provided in this Permit, in good condition and repair, (reasonable use, wear and damage by non-permittee-caused fire, acts of God, or the elements excepted), at its own expense, and without any expense to the District. Permittee further agrees, on the last day of the Term or earlier termination of this Permit, to surrender the Permitted Grazing Area in the same condition as when received, (reasonable use, wear and damage by non-permittee-caused fire, acts of God or the elements excepted), and to remove all of Permittee's personal property from the Permitted Grazing Area.

**6.2 Fertilizers and Chemicals.** Permittee shall not apply any fertilizers, herbicides, insecticides or other chemicals on the Permitted Grazing Area without the District's prior written consent. The application of such fertilizers, herbicides, insecticides, sprays and chemicals, if consented to by the District, shall be applied in accordance with applicable federal, state and local laws, statutes, ordinances and regulations.

**6.3 Toxic or Hazardous Materials.** Permittee shall not cause or permit any hazardous or toxic materials to be brought upon, kept or used in or about the Permitted Grazing Area by Permittee, its agents, employees, invitees or authorized representatives, without the prior written consent of the District, which consent shall not be unreasonably withheld, so long as Permittee demonstrates to the District's reasonable satisfaction that such toxic materials, and the quantities thereof, are necessary or useful to Permittee's operations and use of the Permitted Grazing Area and such materials will be used, kept and stored in a manner that complies with all toxic substance laws. Permittee shall, at its sole cost, comply with all federal, state and local laws, statutes, ordinances, codes, regulations and orders relating to receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release and disposal of any toxic or hazardous materials.

**6.4 Irrigation and Water Availability.** The Permitted Grazing Area will be irrigated subject to U.S. Water Master governance of diversions from the West Fork of the Carson River from April 1<sup>st</sup> to October 15<sup>th</sup> during the decreed irrigation season. The rotation between California and Nevada weeks begins June 1<sup>st</sup> (starting with Nevada) and provides water to one state or the other during the summer and early fall months. When all of the rights in Segment 4 of the Alpine Decree (applies to all of the Permitted Grazing Area) cannot be fulfilled by the flow present at the USGS gauge at Woodfords, the California system of prior appropriate based diversion restriction is implemented. This system restricts irrigation water to water right holders with junior priorities (includes all of the Permitted Grazing Area). In an average year

the Diamond Valley property will have a full entitlement through at least mid-July but duration and quantity of water can vary significantly depending on the snowpack in the Sierra Nevada Mountains. Water availability is not guaranteed. Permittee shall be responsible for flood irrigating those portions of the Permitted Grazing Area utilizing the existing irrigation infrastructure and water rights. The District reserves the right to use any portion of available water for its own farming needs. The Permittee is also allowed access to other portions of the Property and off-site irrigation facilities generally maintained in part by the District, to assist the District with the annual spring start-up and cleaning of Millich Ditch, Snowshoe Thompson Ditch #1, and Snowshoe Thompson Ditch #2.

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

**8. Alterations and Improvements.**

**8.1 Permittee.** Permittee shall not make any alterations or improvements to the Permitted Grazing Area without the prior written consent of the District. Any alterations or improvements to the Permitted Grazing Area shall be done in a good and workmanlike manner and diligently prosecuted until completion. Upon termination of this Permit, such alterations and improvements shall be considered improvements to the Permitted Grazing Area and shall not be removed by Permittee, and will become part of the Property unless the District requests Permittee to remove all or any portion of such improvements, in which case the Permittee shall restore the Property to its former condition, at Permittee's sole cost and expense. Permittee shall pay all costs and expenses of any such alterations or improvements on the Permitted Grazing Area. Projects constructed and installed using USDA Natural Resources Conservation Service (NRCS) or county Resource Conservation District funds shall be in accordance with NRCS Standards and Specifications or District Standards, whichever is more stringent. Permittee shall not accept any federal cost-sharing payments for conservation practices that would result in a duplicate payment.

**8.2 District.** District may engage Permittee to ~~complete~~ "Facility Improvements and Special Conservation Activities" as used herein, shall mean any management activity for the protection, preservation, and improvement of the lease area or any part thereof including property and any and all appurtenant facilities. Permittee may perform maintenance and improvements that may from time-to-time be approved in advance by both the facility supervisor and manager. Reimbursement for associated costs expended at the direction of the District shall be permissible for work involving new construction, reconstruction, relocation, or major repair of boundary and interior fences, or fences installed for resource protection purposes, gates, water developments, cattleguards, corrals, roads, trails, and other valid range improvement projects intended to sustain or improve grazing operations or promote resource protection or conservation. The estimates and final costs for any labor and materials born by the Permittee will be itemized. Upon completion and inspection of the improvements, the District shall credit the Permittee for the final costs. The amount of credit for work completed shall not exceed the value of the next lease payment amount.

The Permittee shall notify the District at least seven (7) days prior to the commencement of said approved work and immediately upon completion thereof.

**8.3 Contractors.** In any agreement entered into between Permittee and outside contractor(s), said contractor shall act as an independent professional and not as an agent of District, and nothing contained in this agreement or any contractor agreement shall create a contractual relationship between any contractor or subcontractor and Licensor. Any agreements entered into by Permittee with contractors to perform work in accordance with this provision must receive prior written approval of the District.

**9. Taxes.**



**9.1 District.** District shall pay all real property taxes including, but not limited to, special and general assessments, licensing fees, commercial rental taxes, improvement bonds and any other tax, levy and bond that is based upon District's ownership interest in the Property.

**9.2 Permittee.** Permittee shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operations, as well as its trade fixtures and other personal property in, on or upon the Permitted Grazing Area.

**10. Indemnity and Liability.**

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

**10.2 Exemption From Liability.** The District shall not be liable for injury to Permittee's business or any loss of income or for damage to the property of Permittee, Permittee's employees, invitees, customers or any other person in or about the Permitted Grazing Area, nor shall the District be liable for injury to the person of Permittee, Permittee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, explosion, electricity, gas, water, rain, or from any other cause, whether such damage or injury results from conditions arising upon the Permitted Grazing Area or the Property, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible.

**11. Insurance.**

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

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

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

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

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

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

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

e. Cross liability and severability of interest.

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

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

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

a. A copy of each insurance policy that provides insurance required by this section (and additional copies as requested by the District in writing). Each policy copy shall be certified by placing a statement on the policy(ies) stating that "this copy of the policy is certified to be true, correct

and complete” and signed by an authorized representative of the insurer. The copy of each policy shall include each and every cover page, declaration page, form, schedule, endorsement, etc. that is a part of the policy;

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

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

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

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

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

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

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

## **12. Default.**

**12.1 Definition of Default.** The occurrence of one or more of the following events shall constitute a material default and breach of this Permit by Permittee:

a. Permit Fee Default. Failure by Permittee to make, as and when due, any payment of Permit Fee payable by Permittee where such failure has continued for a period of ten (10) days after written notice from the District to Permittee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under section 1161 of the Code of Civil Procedure of California.

b. Abandonment. The abandonment or vacation of the Permitted Grazing Area by Permittee. Abandonment is defined to include, without limitation, any absence of Permittee from the Permitted Grazing Area during the Annual Grazing Period for five (5) days or longer while in default of any provision of this Permit. Notwithstanding anything to the contrary, so long as Permittee is current with payment of all Permit Fees and other monetary obligations, there can be no abandonment.

c. Breach of Contract. Failure by Permittee to observe or perform any of the express or implied nonmonetary covenants, promises, agreements or provisions of this Permit to be observed or performed, where such failure has continued for a period of thirty (30) days after written notice from the District to Permittee specifying the particulars of such failure; provided, however, that such notice shall be in lieu of and not in addition to any notice required under section 1161 of the Code of Civil Procedure.

d. Bankruptcy and Insolvency. The making by Permittee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Permittee of a petition to have Permittee judged bankrupt or a petition for reorganization or arrangements under any law relating to bankruptcy (unless, in the case of a petition filed against Permittee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Permittee's assets located on the Permitted Grazing Area, or of Permittee's interest in this Permit, where possession is not restored to Permittee within thirty (30) days; or the attachment, execution or other judicial procedure substantially all of Permittee's assets located on the Permitted Grazing Area or of Permittee's interest in this Permit, where such procedure is not discharged within thirty (30) days.

**12.2 Remedies Upon Default.** If Permittee breaches this Permit, the District shall have an immediate right of reentry, with or without notice, and the right to take possession of all animals and personal property. The District, at its election, shall become the owner of all animals of which it has so take possession and, except where it elects to proceed under the following paragraph, will be obligated to compensate Permittee for them.

If the District elects to reenter as provided above, or to take possession under legal proceedings or under any notice provided by law: (a) District may terminate this Permit; (b) District may from time to time, without terminating this Permit, re-issue the entire or any part of the Permitted Grazing Area for such terms (which may extend beyond the Term of this Permit), and at such permit fee and other conditions as the District in its sole discretion deems advisable. On each re-permitting, Permittee shall be immediately liable to pay the District the expenses of re-permitting and any making or alterations or repairs incurred by the District and all other indebtedness, except Permit Fee due under the Permit; (c) the District, or its agents or assigns, or receiver appointed at its instance may: (i) perform any of these duties under this Permit and such things as maintaining the Permitted Grazing Area and growing and managing the cattle located on the Permitted Grazing Area; (ii) charge the proceeds of the cattle with all reasonable costs of maintenance and husbandry; and (iii) divide the remainder of the proceeds with the Permittee in the same proportion as the cattle would have been divided between the District and Permittee if Permittee had faithfully performed under this Permit. If the cost exceeds the proceeds from the cattle, Permittee shall be responsible for payment of any such deficiency; or (iv) District may exercise all other rights that are available to it under any federal, state or local law, statute, or regulation if Permittee breaches or defaults any of its obligations under this Permit.

**13. Holding Over.** If the Permittee has not vacated the premises at the end of the term, the permittee will accrue charges in the amount of \$2500 per day beginning on the fifth day after the end of the contract term. All other terms and conditions remain the same as specified in this Permit.

**14. Damage or Destruction.** In the event the Permitted Grazing Area is damaged by fire, flood or other perils through no fault of Permittee, the Permit Fee shall be abated in proportion to the area of the Permitted Grazing Area that Permittee can no longer utilize as contemplated under this Permit, unless caused in whole or part by Permittee, in which event the Permit fee shall not be abated. If more than fifty (50) percent of the Permitted Grazing Area is damaged or destroyed such that Permittee may no longer use it for its intended purposes, Permittee may elect to terminate this Permit, unless caused in whole or part by Permittee, in which event Permittee shall not have the right to terminate this Permit.

Other than as provided above in this paragraph, Permittee shall not be entitled to any compensation or damages from the District for loss of use of all or any portion of the Permitted Grazing Area regardless of the cause.

**15. General Provisions.**

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

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

To: District

South Tahoe Public Utility District  
1275 Meadow Crest Drive  
South Lake Tahoe, CA 96150  
Attn: General Manager

With a copy to:

Gary Kvistad, Esq.  
Brownstein Hyatt Farber Schreck, LLP  
1020 Anacapa Street, Second Floor  
Santa Barbara, CA 93101

To: Permittee

Mission Livestock Management  
6559 County Road 27  
Orland, CA 95963

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT**

South Tahoe Public Utility District

By: \_\_\_\_\_  
David Peterson, Board President

**PERMITTEE**

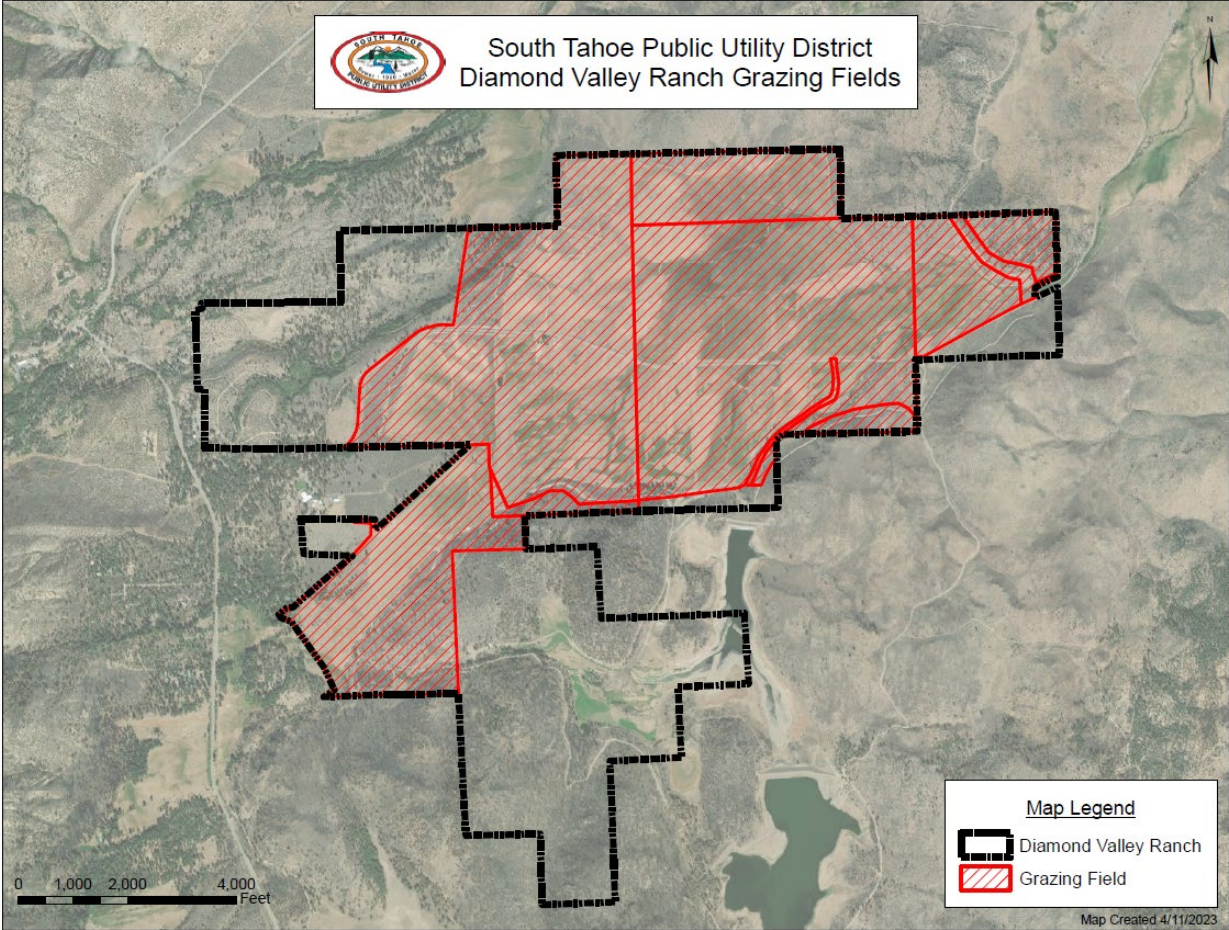
Mission Livestock Management

By: \_\_\_\_\_  
Douglas Freitas, Partner

ATTEST:

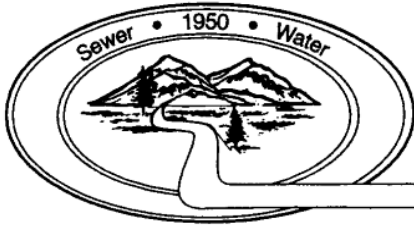
By: \_\_\_\_\_  
Melonie Guttry, Clerk of the Board/  
Executive Services Manager

Exhibit A – Permitted Grazing Area



**Exhibit B – Grazing Proposal**





# South Tahoe Public Utility District

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401  
Phone 530 544-6474 • Fax 530 541-0614 • [www.stpud.us](http://www.stpud.us)

## BOARD AGENDA ITEM 7g

**TO:** Board of Directors

**FROM:** Ryan Lee, Manager of Customer Service

**MEETING DATE:** April 20, 2023

**ITEM – PROJECT NAME:** Liability Claim Against South Tahoe Public Utility District  
Received from Donna Donald

**REQUESTED BOARD ACTION:** Reject the Claim against South Tahoe Public Utility District for losses allegedly sustained by Donna Donald and request the Joint Powers Insurance Authority (JPIA) to resolve the Claim.

**DISCUSSION:** The Claimant, Donna Donald, filed a Claim against the District on April 6, 2023, for alleged damages related to a leak in her water service line. Ms. Donald initially contacted the District on December 31, 2022, to report that her home had no water. District staff responded and found a large amount of water flowing from Ms. Donald's property. Staff located the water meter and turned it off, which stopped the flow of water. This indicated that the source of the water leak was downstream of the meter. District staff followed protocol and advised the customer that the District's Administrative Code states that District responsibility ends at the meter, and that it would be the customer's responsibility to locate and repair this leak. The water was left off at the meter due to the size of the leak and the potential for it to cause property damage.

Ms. Donald hired a contractor who made repairs on March 30, 2023. Once the contractor excavated the meter, he determined that the water leak was caused by a faulty meter installation. The contractor contacted the District and staff inspected the excavation and confirmed that a faulty meter installation was the cause of the leak.

Ms. Donald's Claim alleges that the District made an error in determining that she was responsible for repairing the water leak. The Claim alleges damages in the amount of \$9,000.00 for lost rental income and \$240.00 for water and sewer utility charges between December 2022 and March 2023. The claim did not include the costs for Ms. Donald's contractor to make repairs to her service line, but the District has agreed to reimburse those costs due to the faulty meter installation.

The JPIA has reviewed this Claim and recommends that the District reject the Claim on the grounds that the District followed normal protocol based in its Administrative Code,

and that the District had no control over the length of time between the start of the water leak and when Ms. Donald hired a contractor to make repairs.

The District can reject a Claim, allow a Claim, reject or allow a Claim in part, or compromise a Claim. If the District does not take action on the Claim within the six-month timeframe, the Claim is deemed rejected on the last day of that period. Once the Claim is deemed rejected, the Claimants may file a lawsuit. If written notice is not given that the Claim was rejected or deemed rejected, a two-year statute of limitations applies to the Claim. In contrast, rejection of the Claim coupled with a notice of rejection triggers a shorter six-month limitations period in which to file a lawsuit.

Staff recommends that the District reject the Claim and request the JPIA to resolve the Claim.

**SCHEDULE:** Upon Board Recommendations

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** Donald Claim for Damages

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**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Water

**GENERAL MANAGER:** YES RL NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES AA NO \_\_\_\_\_

# Claim Form

(A claim shall be presented by the claimant or by a person acting on his behalf.)

NAME OF DISTRICT: South Tahoe Public Utility District

1 Claimant name, address (mailing address if different), phone number, social security number, e-mail address, and date of birth.  
*Effective January 1, 2010, the Medicare Secondary Payer Act (Federal Law) requires the District/Agency to report all claims involving payments for bodily injury and/or medical treatments to Medicare. As such, if you are seeking medical damages we MUST have both your Social Security Number and your date of birth.*

Name: **Donna S. Donald**

Phone Number: [REDACTED]

Address(es): **Mailing Address:**

Social Security No.:

Date of Birth:

E-mail:

2 List name, address, and phone number of any witnesses. **Completed the water line repair March 30, 2023**

Name: **Robert Haen Constructors**

Address:

Phone Number:

3 List the date, time, place, and other circumstances of the occurrence or transaction, which gave rise to the claim asserted.

Date: **Dec. 30, 2022** Time: **6:00 AM**

Place:

Tell What Happened (give complete information):

**Dec. 30, 2022 - 6:00 AM we had no water in our home. We contacted South Tahoe PUD. They came out, evaluated the meter, & deemed the break was on our side, hence our responsibility to fix. March 30, 2023 Haen Constructors did the repair, when it was discovered the break was due to the meter incorrectly installed causing the break & a small empty bottle of UV Blue Vodka was found next to the line. Had the repair been done Dec. 30, 2022 as it should have been, not incorrectly evaluated we would have been able to use our home and would not have been forced to cancel the rental times for Jan, Feb & March 2023. The inconvenient actions caused sadness to us and our families.**

NOTE: Attach any photographs you may have regarding this claim.

4 Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.

**Loss of the use of our home, and rentals due to the poor evaluation on the behalf of South Tahoe PUD on Dec. 30th, 2022, which proved to be their error forced us to be without water until March 30, 2023.**

5 Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.

6 The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.

**During this three month span we lost 6 week @ renting our home @ 1,500.00/wk. Paid utilities @ 240.00 to South Tahoe PUD, when no water was available.**

Date: **4-6-23**

Time: **2:00 PM**

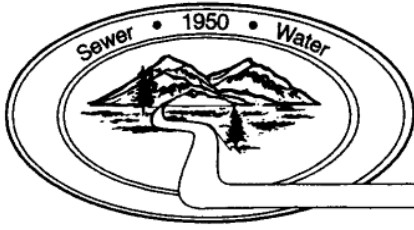
Signature:

**Donna A. Donald**

ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!







# South Tahoe Public Utility District

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401  
Phone 530 544-6474 • Fax 530 541-0614 • [www.stpud.us](http://www.stpud.us)

## BOARD AGENDA ITEM 7h

**TO:** Board of Directors  
**FROM:** Ryan Lee, Customer Service Manager  
**MEETING DATE:** April 20, 2023  
**ITEM – PROJECT NAME:** Water Service Call Charges

**REQUESTED BOARD ACTION:** Adopt Ordinance No. 586-23, an Ordinance of the South Tahoe Public Utility District, Amending Administrative Code Appendix Fee Schedule Sections 3.1.52 and 3.1.53 and Superseding Ordinance No. 528-11 Regarding Water Service Call Charges.

**DISCUSSION:** The District routinely receives requests from customers who need the water turned off or on at their District-owned curb stop or meter valve. The District currently does not charge customers for these service calls if they are requested during normal business hours, but does charge a flat rate of \$190 for after-hours calls and \$240 for calls made on holidays.

The District recently reorganized the Underground Repair Water Department and the position primarily responsible for responding to service calls was reassigned to better serve the department's needs. As a result, service call assignments will now be divided between other temporary and permanent staff members. Since these service calls are made at the request of individual customers and the District incurs labor and equipment costs responding to them, it is fair to recover those costs from the customer who requests the service. District costs can vary greatly depending on weather conditions and whether snow removal is necessary to access the customer's meter or curb stop valve, and the current flat fees often do not cover District costs in the winter months. For this reason, staff believe it is more equitable to collect the District's actual costs, as reflected on work orders, in the instances when costs exceed the average.

The attached ordinance contains a charge schedule which includes a minimum charge of \$75 for calls during normal business hours, \$190 for calls after-hours or on weekends and \$240 for calls on holidays. These rates are approximately equal to the District's costs under normal conditions, and they cover the costs of equipment and labor for field and administrative staff. If the service call costs are greater than the

minimum charge, then the customer will be billed the District's actual costs, as tracked on the work order. The ordinance also includes a provision to waive \$75 from service calls for the purpose of installing a private shut off valve for a customer's future use.

District staff recommend Board adoption of Ordinance No. 586-23.

**SCHEDULE:** New water service call charges will be effective thirty days from the date of adoption of Ordinance No. 586-23.

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** Ordinance 586-23

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**CONCURRENCE WITH REQUESTED ACTION:** **CATEGORY:** Water

**GENERAL MANAGER:** YES     *RL*     NO                     

**CHIEF FINANCIAL OFFICER:** YES     *AA*     NO

**ORDINANCE NO. 586-23**

**AN ORDINANCE OF THE SOUTH TAHOE PUBLIC UTILITY  
DISTRICT AMENDING ADMINISTRATIVE CODE APPENDIX FEE SCHEDULE  
SECTIONS 3.1.52 AND 3.1.53 AND SUPERSEDING ORDINANCE NO. 528-11  
REGARDING WATER SERVICE CALL CHARGES**

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

**SECTION I - POLICY AND PURPOSE**

The purpose of this Ordinance is to adopt certain changes to the Administrative Code regarding charges for water service calls.

**SECTION II – DEFINITIONS**

For the purposes of this Ordinance, the terms used herein are defined as follows:

- A. The District – The South Tahoe Public Utility District.
- B. The Board – The Board of Directors of the South Tahoe Public Utility District.
- C. Administrative Code – The compilation and codification of all of the Administrative, Water and Sewer Ordinances of the District, which establish the authority and the principles for the decisions of the District, and provide the public with guidelines applicable to District operations.
- D. Service Call – shall mean the disconnection or reconnection of a water service connection at a water user’s request, or for non-payment of the water user’s account, to prevent property damage in the event of broken pipes, or for a violation of any of the Ordinances, rules and regulations of the District.
- E. Customer Service Valve – shall mean a valve which controls all water supply outlets so that the water can be turned on or off to any individual or separate building.
- F. Regular Working Hours – shall be from 7:00am to 5:30pm, Monday through Friday, excluding holidays.



### **SECTION III – FINDINGS**

The Board of Directors of the South Tahoe Public Utility District, El Dorado County, State of California, makes the following findings:

1. The Administrative Code provides schedules of charges for water service calls responded to by District employees, including separate charges for service calls requested during regular working hours and service calls requested outside of regular working hours and on holidays.
2. The District incurs labor and other costs responding to water service calls.
3. District customers should be required to pay for District costs associated with responding to water service calls at their property.
4. The proposed water service call charge schedules reflect the cost of labor and other expenses incurred by the District in responding to such calls. The proposed charges are approximately equal to the costs of responding to water service calls, and do not exceed the costs incurred by the District.
5. The Board has determined that it is in the best interest of the health and safety of the District and its customers to adopt the proposed water service call charge schedules.

### **SECTION IV – AMENDMENT TO ADMINISTRATIVE CODE APPENDIX FEE SCHEDULES**

Administrative Code Appendix Fee Schedule, Sections 3.1.52 and 3.1.53 shall be amended in their entirety as follows:

#### **3.1.52 WATER SERVICE CALL CHARGES FOR CALLS DURING REGULAR WORKING HOURS**

The charge for each service call requested during regular working hours, as those hours are defined in this Administrative Code, shall be the greater of \$75.00 or the total of the District's actual labor and equipment costs.

If a customer requests a service call to disconnect water service and subsequently requests a service call to reconnect water service at the same property within five business days of the initial call, there shall not be a charge for the subsequent service call.

If a Customer Service Valve is installed at the time of the service call, a total of \$75.00 shall be waived. Proof of installation is required and shall be provided by the customer.

**3.1.53 WATER SERVICE CALL CHARGES FOR SERVICE CALLS OUTSIDE  
REGULAR WORKING HOURS**

The charge for each service call made outside of regular working hours, excluding holidays, shall be the greater of \$190.00 or the total of the District’s actual labor and equipment costs. The charge for each service call made on a legal holiday shall be the greater of \$240.00 or the total of the District’s actual labor and equipment costs.

**SECTION V – SEVERABILITY**

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

**SECTION VI – EFFECTIVE DATE**

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

**PASSED AND ADOPTED** by the Board of Directors of the South Tahoe Public Utility District at its duly held regular meeting on the 20th day of April, 2023, by the following vote:

AYES:

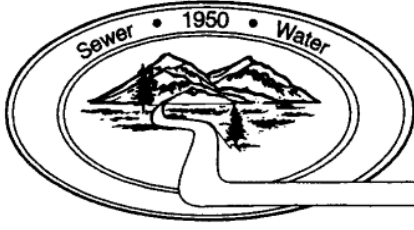
NOES:

ABSENT:

---

David Peterson, President  
South Tahoe Public Utility District

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



# South Tahoe Public Utility District

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401  
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## BOARD AGENDA ITEM 7i

**TO:** Board of Directors

**FROM:** Liz Kauffman, Human Resources Director

**MEETING DATE:** April 20, 2023

**ITEM – PROJECT NAME:** General Manager Recruitment

**REQUESTED BOARD ACTION:** Direct Staff

**DISCUSSION:** Pursuant to Government Code Section 54957(b)(1) consider the appointment of a public employee. Provide staff with recruitment direction.

**SCHEDULE:** N/A

**COSTS:** N/A

**ACCOUNT NO:** N/A

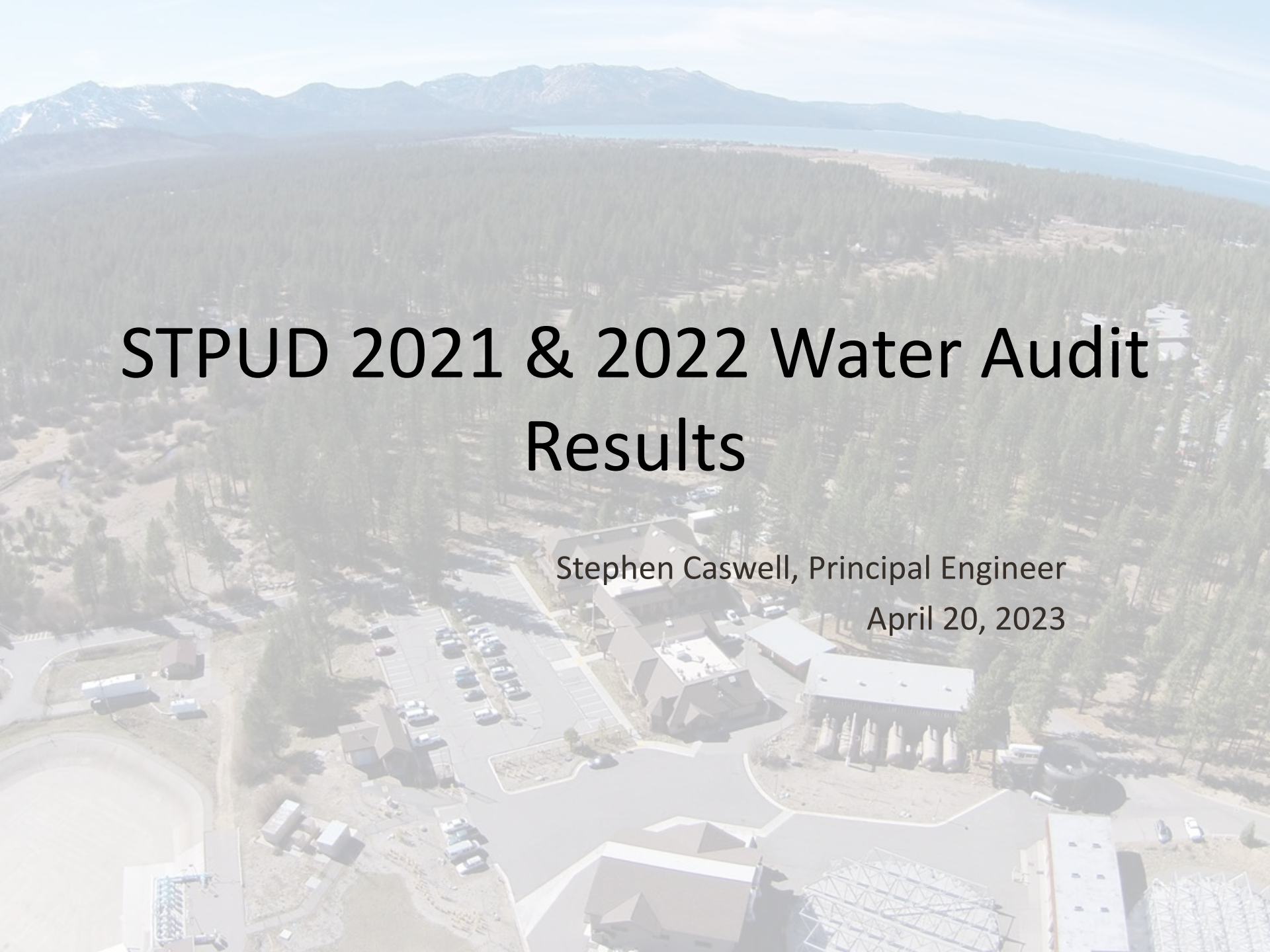
**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** N/A

**CONCURRENCE WITH REQUESTED ACTION:** \_\_\_\_\_ **CATEGORY:** Sewer/Water

**GENERAL MANAGER:** YES         *JA*         NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES         *JA*         NO \_\_\_\_\_

An aerial photograph of a large industrial or utility facility, possibly a water treatment plant, set against a backdrop of a dense forest and a large lake. In the distance, a range of mountains with patches of snow is visible under a clear sky. The facility includes several large buildings, a parking lot with many cars, and various pieces of equipment. The text is overlaid on the center of the image.

# STPUD 2021 & 2022 Water Audit Results

Stephen Caswell, Principal Engineer

April 20, 2023

# Background

- SB 555 (2015) required
  - Annual Water Audits starting in 2016
  - Formal water loss standards to be established
- District involvement
  - ACWA Water Loss Working Group
  - AWWA Water Loss Committee
  - Individual meetings with State Water Board members

# Regulatory Update

- Economic Model Calculates Standards
  - Uses 2017 – 2020 Water Audit Data
- Initial Standards Use Default Model Inputs
  - District initial standard 23 gpcd
  - 68% reduction
- District submitted adjustment request
- Adjusted Standard
  - 60.2 gpcd

# Regulatory Update

- Regulations adopted October 19, 2022
- Questionnaires
  - Data quality (July 1, 2023)
  - Pressure management (July 1, 2023 and 2026)
  - Asset Management (July 1, 2024 and 2027)
- Apparent Loss Standard
  - 3.8 gpcd
- Compliance by 2028

# Results

KPI	2016	2017	2018	2019	2020	2021	2022
Real losses (gpcd)	69.30	66.22	78.83	44.94	51.24	35.12	28.91
Apparent losses (gpcd)	3.26	3.45	3.92	3.78	4.02	4.24	4.04
Infrastructure Leakage Index (ILI)	3.34	3.20	3.81	2.17	2.52	1.73	1.43
Annual Cost of Real Losses	\$178K	\$177K	\$203K	\$129K	\$141K	\$150K	\$116K
NRW as a % of Total Operating Cost	2.2%	2.1%	2.2%	1.5%	1.6%	1.8%	1.4%

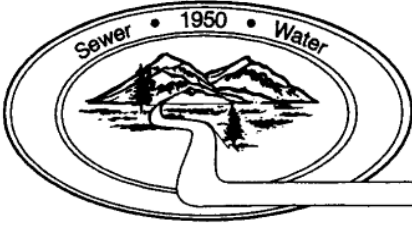


An aerial photograph of a resort or camp complex. The foreground shows several buildings, including a large central structure with a gabled roof and a smaller building with a corrugated metal roof. There are parking lots with many cars. The middle ground is dominated by a dense forest of tall evergreen trees. In the background, a large lake is visible, followed by a range of mountains under a clear sky. The word "Questions?" is overlaid in the center of the image.

Questions?

# Results

KPI	2016	2017	2018	2019	2020	2021	2022
Real losses (gpcd)	<del>69.30</del> 20.71	<del>66.22</del> 29.90	<del>78.83</del> 32.31	44.94	51.24	35.12	28.91
Apparent losses (gpcd)	3.26	3.45	3.92	3.78	4.02	4.24	4.04
Infrastructure Leakage Index (ILI)	3.34	3.20	3.81	2.17	2.52	1.73	1.43
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# South Tahoe Public Utility District

General Manager  
John Thiel

Directors  
Nick Haven  
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## BOARD AGENDA ITEM 13a

**TO:** Board of Directors

**FROM:** John Thiel, General Manager  
Paul Hughes, Chief Financial Officer  
Liz Kauffman, Human Resources Director

**MEETING DATE:** April 20, 2023

**ITEM – PROJECT NAME:** Closed Session – Union Memorandum of Understanding Contract Negotiations

**REQUESTED BOARD ACTION:** Direct Staff

**DISCUSSION:** Pursuant to Government Code Section 54957(a) Conference with Labor Negotiators re: Memorandum of Understanding with Stationary Engineers, Local 39. Present at this Closed Session will be Agency Negotiators: John Thiel, General Manager; Paul Hughes, Chief Financial Officer; Liz Kauffman, Human Resources Director.

**SCHEDULE:** N/A

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

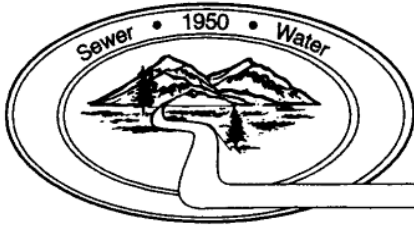
**ATTACHMENTS:** N/A

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer/Water

**GENERAL MANAGER:** YES     *JA*     NO                     

**CHIEF FINANCIAL OFFICER:** YES     *AA*     NO



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## BOARD AGENDA ITEM 13b

**TO:** Board of Directors  
**FROM:** John Thiel, General Manager  
**MEETING DATE:** April 20, 2023  
**ITEM – PROJECT NAME:** Conference with Legal Counsel – Existing Litigation

**REQUESTED BOARD ACTION:** Direct Staff

**DISCUSSION:** Pursuant to Section 54956.9(d)(1) of the California Government code, Closed Session may be held for conference with legal counsel regarding existing litigation: Yolo County Superior Court Case CV 2021-1686, Alpine County vs. South Tahoe Public Utility District; et al.

**SCHEDULE:** N/A

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** N/A

**CONCURRENCE WITH REQUESTED ACTION:** \_\_\_\_\_ **CATEGORY:** General

**GENERAL MANAGER:** YES    *CT*    NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES    *AA*    NO \_\_\_\_\_