



SOUTH TAHOE PUBLIC UTILITY DISTRICT
REGULAR BOARD MEETING AGENDA
Thursday, March 7, 2024 - 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

Paul Hughes, General Manager

Andrea Salazar, 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 PUBLIC** (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 four 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 BOARD ACTION**
 - a. REBID 2023 Asphalt Patching and Trench Paving Services
(Chris Stanley, Field Operations Manager and Heidi Baugh, Purchasing Agent)
1) Approve the Proposal from G.B. General Engineering Contractor, Inc. for a services contract extended through the 2024 season; and 2) Award extended contract for services through the 2024 season in the approximate amount of \$529,322.50.
 - b. Return Activated Sludge Pump Station Building Rehabilitation Project
(Megan Colvey, Senior Engineer)
1) Approve the proposed Scope of Work from Carollo Engineers, Inc. for Task Nos. 2.1a, 2.1b, 2.3, 2.4, and 5.2 associated with the Return Activated Sludge Pump Station Building Rehabilitation Project; and 2) Authorize the General Manager to execute Amendment B to Task Order No. 30 to the Master Services Agreement with Carollo Engineers, Inc. in the amount of \$606,006.

- c. Al Tahoe/Bayview Backup Power and Al Tahoe Well Rehab
(Mark Seelos, Water Resources Manager)
(1) Approve the attached Scope of Work for design and bidding services related to the Al Tahoe/Bayview Backup Power and Al Tahoe Well Rehab Project; and (2) Authorize the General Manager to execute an Amendment to Task Order No. 14C with Kennedy Jenks Consultants in an amount to be determined on or before March 6, 2024.
 - d. Waterline Upgrades and Improvement Project Install Sale Agreement
(Andrea Salazar, Chief Financial Officer)
Approve Resolution No. 3268-24, the Installment Sale Agreement Resolution of the Board of Directors of the South Tahoe Public Utility District for the Waterline Upgrades and Improvement Project.
 - e. Local Area Technical Assistance for Fiber Optic Network Planning
(Chris Skelly, Information Technology Manager)
1) Award the Project to the lowest responsive, responsible bidder, Michael Baker International, for the Local Area Technical Assistance for Fiber Optic Network Planning in the amount of \$444,670.00 to; and 2) Authorize the General Manager to execute the contract.
 - f. Stanford Camp Electrical and Generator Building Emergency Replacement Project
(Julie Ryan, Engineering Department Manager and Trevor Coolidge, Senior Engineer)
Award project to lowest, responsive, responsible bidder
7. **STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS** (Discussions may take place; however, no action will be taken.)
8. **BOARD MEMBER REPORTS** (Discussions may take place; however, no action will be taken.)
9. **STAFF/ATTORNEY REPORTS** (Discussions may take place; however, no action will be taken.)
10. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)
a. Staffing Update
11. **NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**
Past Meetings/Events
02/15/2023 – 2:00 p.m. Regular Board Meeting at the District
02/21/2024 – 8:00 a.m. Employee Communications Committee Meeting (Romsos Representing)
02/28/2024 – 11:30 a.m. Finance Committee Budget Meeting at the District
02/29/2024 – 6:00 p.m. Capital Improvement Program and Rate Study Public Meeting at the District
Future Meetings/Events
03/13/2024 - 10:00 a.m. El Dorado Water Agency Board Meeting in Placerville
03/18/2024 – 3:30 p.m. Operations Committee Meeting at the District
03/19/2024 – 11:30 a.m. Budget Workshop at the District
03/20/2024 – 3:30 p.m. System Efficiency and Sustainability Committee Meeting at the District
03/21/2024 - 2:00 p.m. Regular Board Meeting at the District
12. **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(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.

- b. Pursuant to Government Code Section 54957.6(a)/Conference with Labor Negotiators re: Memorandum of Understanding with Stationary Engineers, Local 39. Present at this Closed Session will be Agency Negotiators: Paul Hughes, General Manager; Andrea Salazar, Chief Financial Officer; Liz Kauffman, Human Resources Director.

- c. Pursuant to Government Code Section 54957.6(a)/Conference with Labor Negotiators re: Memorandum of Understanding with the Management Group. Present at this Closed Session will be Agency Negotiators: Paul Hughes, General Manager; Andrea Salazar, Chief Financial Officer; and Liz Kauffman, Human Resources Director.

ADJOURNMENT (The next Regular Board Meeting is Thursday, March 21, 2024, 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 Public," 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 particular 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, March 7, 2024

ITEMS FOR CONSENT

a. WINTER STORMS EMERGENCY RESPONSE

(Paul Hughes, General Manager)

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.

b. RENEW SOLE BRANDS OF CATERPILLAR AND CASE

(Cliff Bartlett, Fleet/Equipment Supervisor)

Approve a five-year standardization renewal of sole brand Caterpillar and CASE for the District's medium and heavy equipment.

c. RESOLUTION TO TERMINATE WATERLINE LICENSE AGREEMENTS

(Ryan Lee, Customer Service Manager)

Adopt Resolution No. 3269-24 terminating expired water line license agreements effective upon the sale of property to the State of California.

d. MICROSOFT OFFICE 365 LICENSING AGREEMENT

(Brian Bartlett, Network/Telecomm Systems Administrator)

Authorize staff to enter into a licensing agreement with Microsoft for a three-year term for the Office 365 G3 software suite in the amount of \$163,072.44.

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

Receive and file Payment of Claims in the amount of \$3,368,165.75

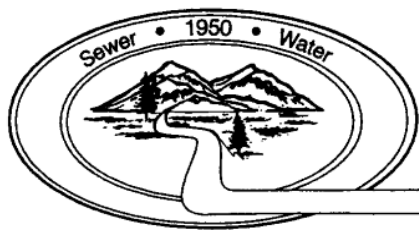
f. REGULAR BOARD MEETING MINUTES: February 21, 2024

(Melonie Guttry, Executive Services Manager/Clerk of the Board)

Approve February 21, 2024, Minutes

General Manager
Paul Hughes

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 4a

TO: Board of Directors

FROM: Paul Hughes, General Manager

MEETING DATE: March 7, 2024

ITEM – PROJECT NAME: Winter Storms Emergency Response

REQUESTED BOARD ACTION: 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: \$1,400,000

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3242-23

CONCURRENCE WITH REQUESTED ACTION:

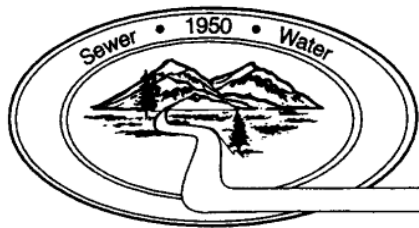
CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

General Manager
Paul Hughes

Directors
Nick Haven
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BOARD AGENDA ITEM 4b

TO: Board of Directors

FROM: Cliff Bartlett, Fleet/Equipment Supervisor

MEETING DATE: March 7, 2024

ITEM – PROJECT NAME: Renew sole brands of Caterpillar and Case

REQUESTED BOARD ACTION: Approve a five-year standardization renewal of sole brand Caterpillar and CASE for the District's medium and heavy equipment.

DISCUSSION: On September 6, 2018, the Board approved a five-year standardization for Caterpillar (CAT) and Case (CASE) equipment. Staff is requesting to renew this standard for another five years; and prior to the expiration, staff will reevaluate. Staff established this standard for ease of use of the equipment so that the operators will not need to be trained on different equipment with different controls, and for ease of ordering and inventorying compatible spare parts. District staff completes training through CAT/CASE to keep current on new maintenance and repair procedures.

This has been reviewed by the district's purchasing agent.

SCHEDULE: As soon as possible.

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

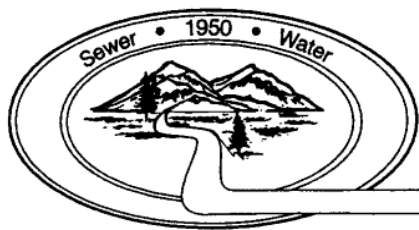
CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

General Manager
Paul Hughes

Directors
Nick Haven
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BOARD AGENDA ITEM 4c

TO: Board of Directors
FROM: Ryan Lee, Customer Service Manager
MEETING DATE: March 7, 2024
ITEM – PROJECT NAME: Resolution to Terminate Waterline License Agreements

REQUESTED BOARD ACTION: Adopt Resolution No. 3269-24 terminating expired water line license agreements effective upon the sale of property to the State of California.

DISCUSSION: In 1982, the District signed two license agreements with Knox Johnson and the Carrows Corporation to operate and maintain privately owned 6" and 8" water lines on a parcel of land owned by Mr. Johnson. At the time, the District benefited from those agreements because the private water lines were looped and provided throughput back into a portion of the District's low pressure system. These license agreements specified a fixed 35-year term, and they both expired in 2017. The District reviewed the agreements before they expired and determined that subsequent system upgrades had eliminated the need for the additional throughput provided by these private lines. The District decided to allow the licenses to expire without renewing them.

The California Tahoe Conservancy (CTC) is currently in the process of acquiring the parcel of land referenced in these expired license agreements. Although the licenses are expired, the CTC has requested that the District record a formal termination of the licenses to provide clean title to the land.

SCHEDULE: Upon approval

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3269-24

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

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RESOLUTION NO. 3269-24

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT TERMINATING WATER LINE LICENSE AGREEMENTS EFFECTIVE UPON SALE OF THE PROPERTY TO THE STATE OF CALIFORNIA

WHEREAS, the South Tahoe Public Utility District ("District") entered into a water line license agreement with Knox Van Dyke Johnson et al. ("Licensor") recorded in the official records of El Dorado County at Book 21 19 at Page 605 which grants the District permission for the construction, re-construction, repair, maintenance, and operation of a water line across the subject property; and,

WHEREAS, the South Tahoe Public Utility District ("District") entered into a water line license agreement with Carrows Restaurants, Inc., the sublessee of Motel 6 for a portion of Licensor's property, recorded in the official records of El Dorado County at Book 21 16 at Page 328 which grants the District permission for the construction, re-construction, repair, maintenance, and operation of a water line across the subject property; and

WHEREAS, the South Tahoe Public Utility District desires to relinquish their rights under the water line license agreements and terminate any further interest in the Licensor's property upon completion of a pending sale of the properties to the State of California.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Tahoe Public Utility District as follows:

Section 1. The District hereby voluntarily releases, relinquishes and terminates all right title and interest in the Knox Van Dyke Johnson Water Line License Agreement recorded in the official records of El Dorado County at Book 21 19 at Page 605 upon condition that the property is sold to the State of California and to be effective as of the date of the close of escrow completing the sale to the State of California.

Section 2. The District hereby voluntarily releases, relinquishes and terminates all right title and interest in the Water Line License Agreement between the District and Carrows Restaurants, Inc. recorded in the official records of El Dorado County at Book 21 16 at Page 328 upon condition that the property is sold to the State of California and to be effective as of the date of the close of escrow completing the sale to the State of California.

Section 3. The District Clerk of the Board is hereby authorized to record or have

1 recorded this Resolution No. 3269-24 in the official records of the County of El
2 Dorado County, CA.

3 **WE, THE UNDERSIGNED**, do hereby certify that the above and foregoing Resolution
4 No. 3269-24 was duly and regularly adopted and passed by the Board of Directors
5 of the South Tahoe Public Utility District at a Regular meeting held on the 7th day
6 of March, 2024, by the following vote:

7 AYES:

8 NOES:

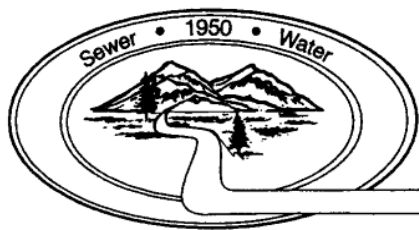
9 ABSENT:

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12 _____
13 David Peterson, Board President
14 South Tahoe Public Utility District

15 ATTEST: _____
16 Melonie Guttry, Executive Services Manager/
17 Clerk of the Board
18 South Tahoe Public Utility District
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General Manager
Paul Hughes

Directors
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BOARD AGENDA ITEM 4d

TO: Board of Directors
FROM: Brian Bartlett, Network/Telecomm Systems Administrator
MEETING DATE: March 7, 2024
ITEM – PROJECT NAME: Microsoft Office 365 Licensing Agreement

REQUESTED BOARD ACTION: Authorize staff to enter into a three-year licensing agreement with Microsoft for the Office 365 G3 software suite in the amount of \$163,072.44.

DISCUSSION: Microsoft Office has been the standard office suite for many organizations over the years, and the District is no exception. The District standardized the Microsoft Office platform in 2020 and has been using the Microsoft Office suite of products for well over 15 years. In 2021, the District entered into a three-year licensing agreement with Microsoft, and it is now time for the District to renew the licensing agreement.

Staff recommends entering into a three-year licensing agreement with Microsoft through CDW-G, using the County of Riverside Agreement (Participating Agreement PSA-0001522) for the Microsoft Office 365 suite. This agreement leverages the County of Riverside's buying power and is available to be leveraged by government agencies throughout the State of California. This gives the District the best discounts available for purchasing Microsoft software licenses. Staff requests the formal bidding process be waived per Exception 3 of the Purchasing Policy. Additional competitive bidding for this sole brand product would serve no purpose nor produce an advantage for the District.

SCHEDULE: March 2024 – March 2027

COSTS: \$54,357.48 per year for three years (2024-2027) for a total of \$163,072.44

ACCOUNT NO: Year 1 – 50/50 56-6030

BUDGETED AMOUNT AVAILABLE: \$192,340.14

ATTACHMENTS: Microsoft Office G3 Licensing Quote

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES PA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____



CDW Government, LLC
 Microsoft Enterprise 6.6 Agreement Pricing

Date 2/5/24
 Account Manager Sean McInerney

**Enterprise Quote
 for**

VSL Specialist Brent Cameron
 Channel Price Sheet Month Feb.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

Unless otherwise noted, All Quotes expire upon current month's end

EA Quote

Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	D	1	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -
AAA-12414	CCAL Bridge O365 Sub Per User	D	160	\$20.05	\$ 3,208.00	\$ 20.05	\$ 3,208.00	\$ 20.05	\$ 3,208.00
AAD-32904	EMS G3 CAO GCC ALng Sub Add-on User CCAL	D	160	\$63.54	\$ 10,166.40	\$ 63.54	\$ 10,166.40	\$ 63.54	\$ 10,166.40
AAA-11894	O365 G3 GCC Sub Per User	D	160	\$245.92	\$ 39,347.20	\$ 245.92	\$ 39,347.20	\$ 245.92	\$ 39,347.20
7MS-00001	Project P3 GCC Sub Per User	D	4	\$272.65	\$ 1,090.60	\$ 272.65	\$ 1,090.60	\$ 272.65	\$ 1,090.60
P3U-00001	Visio P2 GCC Sub Per User	D	4	\$136.32	\$ 545.28	\$ 136.32	\$ 545.28	\$ 136.32	\$ 545.28

Year 1 Total \$ 54,357.48 Year 2 Total \$ 54,357.48 Year 3 Total \$ 54,357.48
 Three Year Total \$ 163,072.44

Notes

No Tax Referenced
 Riverside Contract: PSA-0001522
 Current Agreement# 7735160
 Agreement End Date: 3/31/2024
 Azure billing Enrollment# 9137097

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

PAYMENT OF CLAIMS

FOR APPROVAL
March 7, 2024

Payroll	2/20/24		671,195.55	
Total Payroll			671,195.55	
ADP & Insight eTools			6,412.65	
PNC Bank			237,785.70	
Ameritas - Insurance Payments			6,296.48	
Total Vendor EFT			250,494.83	
<u>Weekly Approved Check Batches</u>		<u>Water</u>	<u>Sewer</u>	<u>Total</u>
Thursday, February 15, 2024		247,831.78	140,229.60	388,061.38
Wednesday, February 21, 2024		79,369.37	341,683.51	421,052.88
Wednesday, February 28, 2025		488,487.81	698,727.53	1,187,215.34
Checks, Voids and Reissues		446,296.93	3,848.84	450,145.77
Total Accounts Payable Checks				2,446,475.37
Grand Total			\$3,368,165.75	

<u>Payroll EFTs & Checks</u>		<u>2/20/2024</u>
EFT	CA Employment Taxes & W/H	27,079.17
EFT	Federal Employment Taxes & W/H	141,050.33
EFT	CalPERS Contributions	92,543.04
EFT	Empower Retirement-Deferred Comp	72,307.52
EFT	Stationary Engineers Union Dues	2,992.02
EFT	CDHP Health Savings (HSA)	5,267.18
EFT	Retirement Health Savings	9,337.20
EFT	Employee Direct Deposits	320,459.86
CHK	Employee Garnishments	159.23
<i>Total</i>		671,195.55



Payment of Claims

Payment Date Range 02/15/24 - 02/28/24
 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 44199 - ACME CONSTRUCTION SUPPLY									
S4423216.001	Field, Shop & Safety Supplies Inventory	Paid by EFT #399		02/01/2024	02/14/2024	02/29/2024		02/15/2024	663.23
S4423216.002	Field, Shop & Safety Supplies Inventory	Paid by EFT #515		02/08/2024	02/28/2024	02/29/2024		02/28/2024	150.04
Vendor 44199 - ACME CONSTRUCTION SUPPLY Totals							Invoices	2	<u>\$813.27</u>
Vendor 48605 - AIRGAS USA LLC									
9146365249	Field, Shop & Safety Supplies Inventory	Paid by EFT #400		01/29/2024	02/14/2024	02/29/2024		02/15/2024	2,181.47
9146476382	Field, Shop & Safety Supplies Inventory	Paid by EFT #467		01/31/2024	02/21/2024	02/29/2024		02/21/2024	339.56
Vendor 48605 - AIRGAS USA LLC Totals							Invoices	2	<u>\$2,521.03</u>
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO									
236817	Office Supply Issues	Paid by EFT #401		01/30/2024	02/14/2024	01/31/2024		02/15/2024	111.25
236818	Office Supply Issues	Paid by EFT #401		01/30/2024	02/14/2024	01/31/2024		02/15/2024	64.25
236940	Office Supply Issues	Paid by EFT #401		02/06/2024	02/14/2024	02/29/2024		02/15/2024	111.25
236941	Office Supply Issues	Paid by EFT #401		02/06/2024	02/14/2024	02/29/2024		02/15/2024	64.25
237104	Office Supply Issues	Paid by EFT #468		02/13/2024	02/21/2024	02/29/2024		02/21/2024	111.25
237105	Office Supply Issues	Paid by EFT #468		02/13/2024	02/21/2024	02/29/2024		02/21/2024	64.25
237239	Office Supply Issues	Paid by EFT #516		02/20/2024	02/28/2024	02/29/2024		02/28/2024	111.25
237240	Office Supply Issues	Paid by EFT #516		02/20/2024	02/28/2024	02/29/2024		02/28/2024	64.25
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO Totals							Invoices	8	<u>\$702.00</u>
Vendor 10954 - ALPINE METALS									
48342	Pipe - Covers & Manholes	Paid by EFT #469		01/16/2024	02/21/2024	02/29/2024		02/21/2024	2,103.13
Vendor 10954 - ALPINE METALS Totals							Invoices	1	<u>\$2,103.13</u>
Vendor 48601 - ALPINE SMITH INC									
5630	Grounds & Maintenance	Paid by EFT #402		02/05/2024	02/14/2024	02/29/2024		02/15/2024	42.25
Vendor 48601 - ALPINE SMITH INC Totals							Invoices	1	<u>\$42.25</u>
Vendor 50108 - ALPINE WATERSHED GROUP									
10ALPINEWP1	PROP 1 2019 IMPLEMENTATION IRWM INV#10	Paid by EFT #403		02/14/2024	02/21/2024	02/29/2024		02/15/2024	45,963.69
Vendor 50108 - ALPINE WATERSHED GROUP Totals							Invoices	1	<u>\$45,963.69</u>
Vendor 49337 - AMAZON CAPITAL SERVICES INC.									
1DJP-LWX6-H344	Buildings	Paid by EFT #470		01/06/2024	02/21/2024	02/29/2024		02/21/2024	1,230.36
1FK7-MQ7M-CK3L	Small Tools	Paid by EFT #404		01/24/2024	02/14/2024	01/31/2024		02/15/2024	210.73
1W1Q-C669-CHYJ	Small Tools	Paid by EFT #517		01/28/2024	02/28/2024	02/29/2024		02/28/2024	43.49
19RK-QGPM-FX49	Buildings	Paid by EFT #517		02/01/2024	02/28/2024	02/29/2024		02/28/2024	3,132.09
1D69-TGXR-M9NX	Secondary Equipment	Paid by EFT #517		02/02/2024	02/28/2024	02/29/2024		02/28/2024	421.88
1JPY-1KHF-V9Q7	Primary Equipment	Paid by EFT #517		02/03/2024	02/28/2024	02/29/2024		02/28/2024	135.24
1LCQ-MV7L-XDQQ	Small Tools	Paid by EFT #517		02/04/2024	02/28/2024	02/29/2024		02/28/2024	838.24
1V9Q-M169-J71D	Small Tools	Paid by EFT #470		02/06/2024	02/21/2024	02/29/2024		02/21/2024	159.04
1NGH-RQ4T-93TX	Shop Supplies	Paid by EFT #517		02/14/2024	02/28/2024	02/29/2024		02/28/2024	64.33
1TQ9-YMJ7-9KGC	Shop Supplies	Paid by EFT #517		02/14/2024	02/28/2024	02/29/2024		02/28/2024	25.98



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1X1H-KCVV-9LNM	Buildings	Paid by EFT #517		02/22/2024	02/28/2024	02/29/2024		02/28/2024	213.04
Vendor 49337 - AMAZON CAPITAL SERVICES INC. Totals						Invoices	11		\$6,474.42
Vendor 49625 - AMERICAN AVK COMPANY									
SI-163448	Pipe - Covers & Manholes	Paid by EFT #518		01/17/2024	02/28/2024	02/29/2024		02/28/2024	955.12
CR-67934	Pipe - Covers & Manholes	Paid by EFT #518		02/09/2024	02/28/2024	02/29/2024		02/28/2024	(670.95)
SI-163765	Pipe - Covers & Manholes	Paid by EFT #518		02/09/2024	02/28/2024	02/29/2024		02/28/2024	670.95
SI-163766	Fire Hydrants & Parts	Paid by EFT #518		02/09/2024	02/28/2024	02/29/2024		02/28/2024	5,447.32
CR-67933	Fire Hydrants & Parts	Paid by EFT #518		02/15/2024	02/28/2024	02/29/2024		02/28/2024	(5,447.32)
SI-163865	Fire Hydrants & Parts	Paid by EFT #518		02/21/2024	02/28/2024	02/29/2024		02/28/2024	5,923.96
SI-163866	Pipe - Covers & Manholes	Paid by EFT #518		02/21/2024	02/28/2024	02/29/2024		02/28/2024	729.66
SI-163902	Fire Hydrants & Parts	Paid by EFT #518		02/23/2024	02/28/2024	02/29/2024		02/28/2024	12,398.11
Vendor 49625 - AMERICAN AVK COMPANY Totals						Invoices	8		\$20,006.85
Vendor 44580 - ARAMARK UNIFORM SERVICES									
598000917	Pump Stations & Shop Supplies	Paid by EFT #519		02/07/2024	02/28/2024	02/29/2024		02/28/2024	260.00
5980172731	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	88.34
5980172732	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	36.58
5980172734	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	24.33
5980172735	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	13.03
5980172736	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	17.84
5980172737	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	15.14
5980172738	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	77.88
5980172739	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	55.27
5980172740	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	24.63
5980172741	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	4.64
5980172742	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	63.07
5980172743	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	90.84
5980172745	Uniform Payable	Paid by EFT #471		02/07/2024	02/21/2024	02/29/2024		02/21/2024	104.43
5980174715	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	64.07
5980174717	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	36.58
5980174721	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	24.33
5980174722	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	13.03
5980174725	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	17.84
5980174726	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	15.14
5980174729	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	70.81
5980174733	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	55.27
5980174737	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	24.63
5980174738	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	4.64
5980174743	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	63.07
5980174745	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	90.84
5980174751	Uniform Payable	Paid by EFT #471		02/14/2024	02/21/2024	02/29/2024		02/21/2024	103.61
5980176581	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	84.07
5980176582	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	36.58



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5980176584	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	24.33	
5980176585	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	13.03	
5980176586	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	17.84	
5980176587	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	15.14	
5980176588	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	70.81	
5980176589	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	55.27	
5980176590	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	24.63	
5980176591	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	4.64	
5980176592	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	63.07	
5980176593	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	86.75	
5980176595	Uniform Payable	Paid by EFT #519		02/21/2024	02/28/2024	02/29/2024		02/28/2024	103.61	
Vendor 44580 - ARAMARK UNIFORM SERVICES Totals								Invoices	40	\$2,059.65
Vendor 45202 - AT&T MOBILITY	287306407514 124 Telephone	Paid by EFT #405		02/02/2024	02/15/2024	02/29/2024		02/15/2024	3,860.46	
Vendor 45202 - AT&T MOBILITY Totals								Invoices	1	\$3,860.46
Vendor 50114 - AT&T MOBILITY SEI PROCESSING	685407379 Computer Purchases	Paid by EFT #406		12/14/2023	02/14/2024	01/31/2024		02/15/2024	635.00	
Vendor 50114 - AT&T MOBILITY SEI PROCESSING Totals								Invoices	1	\$635.00
Vendor 48000 - AT&T/CALNET 3	000021194524 Telephone	Paid by EFT #520		02/01/2024	02/28/2024	02/29/2024		02/28/2024	32.62	
	000021194526 Telephone	Paid by EFT #520		02/01/2024	02/28/2024	02/29/2024		02/28/2024	32.62	
	000021199726 Telephone	Paid by EFT #520		02/01/2024	02/28/2024	02/29/2024		02/28/2024	1,730.56	
	000021226320 Telephone	Paid by EFT #520		02/07/2024	02/28/2024	02/29/2024		02/28/2024	33.20	
	000021226321 Telephone	Paid by EFT #520		02/07/2024	02/28/2024	02/29/2024		02/28/2024	33.20	
	000021226322 Telephone	Paid by EFT #520		02/07/2024	02/28/2024	02/29/2024		02/28/2024	39.02	
	000021226323 Telephone	Paid by EFT #520		02/07/2024	02/28/2024	02/29/2024		02/28/2024	40.58	
	000021271466 Telephone	Paid by EFT #520		02/15/2024	02/28/2024	02/29/2024		02/28/2024	29.35	
	000021271467 Telephone	Paid by EFT #520		02/15/2024	02/28/2024	02/29/2024		02/28/2024	29.35	
	000021295379 Telephone	Paid by EFT #520		02/20/2024	02/28/2024	02/29/2024		02/28/2024	29.35	
	000021295381 Telephone	Paid by EFT #520		02/20/2024	02/28/2024	02/29/2024		02/28/2024	532.57	
	000021295382 Telephone	Paid by EFT #520		02/20/2024	02/28/2024	02/29/2024		02/28/2024	105.95	
	000021295588 Telephone	Paid by EFT #520		02/20/2024	02/28/2024	02/29/2024		02/28/2024	159.18	
	000021295635 Telephone	Paid by EFT #520		02/20/2024	02/28/2024	02/29/2024		02/28/2024	31.57	
Vendor 48000 - AT&T/CALNET 3 Totals								Invoices	14	\$2,859.12
Vendor 50103 - AZUL ELECTRIC SUPPLY LLC	001880 Wells	Paid by EFT #407		01/23/2024	02/14/2024	01/31/2024		02/15/2024	96.48	
	001911 Buildings	Paid by EFT #407		01/25/2024	02/14/2024	01/31/2024		02/15/2024	98.29	
	001927 Small Tools	Paid by EFT #407		01/26/2024	02/14/2024	01/31/2024		02/15/2024	43.90	
	001929 Buildings	Paid by EFT #407		01/26/2024	02/14/2024	01/31/2024		02/15/2024	449.03	
	002021 Buildings	Paid by EFT #407		02/01/2024	02/14/2024	02/29/2024		02/15/2024	342.02	
	002028 Shop Supplies	Paid by EFT #407		02/02/2024	02/14/2024	02/29/2024		02/15/2024	160.65	
	002045 Buildings	Paid by EFT #407		02/06/2024	02/14/2024	02/29/2024		02/15/2024	32.84	



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002051	Pump Stations	Paid by EFT #407		02/07/2024	02/14/2024	02/29/2024		02/15/2024	88.63
002052	Buildings	Paid by EFT #407		02/07/2024	02/14/2024	02/29/2024		02/15/2024	214.20
002065	Shop Supplies	Paid by EFT #407		02/07/2024	02/14/2024	02/29/2024		02/15/2024	526.40
002122	Buildings	Paid by EFT #521		02/13/2024	02/28/2024	02/29/2024		02/28/2024	829.88
002237	Buildings	Paid by EFT #521		02/21/2024	02/28/2024	02/29/2024		02/28/2024	11.83
002257	Buildings	Paid by EFT #521		02/22/2024	02/28/2024	02/29/2024		02/28/2024	82.90
Vendor 50103 - AZUL ELECTRIC SUPPLY LLC Totals							Invoices	13	\$2,977.05
Vendor 49269 - BACKGROUNDS ONLINE									
561886	Personnel Expense	Paid by EFT #408		01/31/2024	02/14/2024	01/31/2024		02/15/2024	61.50
Vendor 49269 - BACKGROUNDS ONLINE Totals							Invoices	1	\$61.50
Vendor 44109 - BB&H BENEFIT DESIGNS									
105078	Contractual Services	Paid by EFT #522		02/02/2024	02/28/2024	03/31/2024		02/28/2024	242.00
Vendor 44109 - BB&H BENEFIT DESIGNS Totals							Invoices	1	\$242.00
Vendor 48158 - BENTLY NEVADA LLC									
1010827383	Biosolids Equipment - Building	Paid by EFT #409		01/09/2024	02/14/2024	01/31/2024		02/15/2024	3,291.21
Vendor 48158 - BENTLY NEVADA LLC Totals							Invoices	1	\$3,291.21
Vendor 45009 - BENTLY RANCH									
211261	Biosolid Disposal Costs	Paid by EFT #523		02/14/2024	02/28/2024	02/29/2024		02/28/2024	1,019.25
211275	Biosolid Disposal Costs	Paid by EFT #523		02/16/2024	02/28/2024	02/29/2024		02/28/2024	1,236.75
211285	Biosolid Disposal Costs	Paid by EFT #523		02/22/2024	02/28/2024	02/29/2024		02/28/2024	1,050.45
Vendor 45009 - BENTLY RANCH Totals							Invoices	3	\$3,306.45
Vendor 48291 - BEST BEST & KRIEGER LLP									
986830	Personnel Legal	Paid by EFT #410		02/05/2024	02/14/2024	01/31/2024		02/15/2024	111.00
Vendor 48291 - BEST BEST & KRIEGER LLP Totals							Invoices	1	\$111.00
Vendor 42978 - BROWNSTEIN HYATT									
972774	Legal Services January 2024	Paid by EFT #466		02/07/2024	02/21/2024	02/29/2024		02/21/2024	141,302.60
Vendor 42978 - BROWNSTEIN HYATT Totals							Invoices	1	\$141,302.60
Vendor 50135 - JAMES BURNS									
3235310	Toilet Rebate Program	Paid by EFT #524		02/26/2024	02/28/2024	02/29/2024		02/28/2024	64.50
Vendor 50135 - JAMES BURNS Totals							Invoices	1	\$64.50
Vendor 50090 - CAD DESIGNING SOLUTIONS									
102	Contractual Services	Paid by EFT #411		02/01/2024	02/14/2024	01/31/2024		02/15/2024	23,875.00
Vendor 50090 - CAD DESIGNING SOLUTIONS Totals							Invoices	1	\$23,875.00
Vendor 48681 - CADENCE TEAM INC									
4050	Virtual Server/Host	Paid by EFT #412		11/01/2023	02/14/2024	01/31/2024		02/15/2024	11,930.96
Vendor 48681 - CADENCE TEAM INC Totals							Invoices	1	\$11,930.96
Vendor 13230 - CAROLLO ENGINEERS									
FB46398	Contractual Services	Paid by EFT #525		01/11/2024	02/28/2024	02/29/2024		02/28/2024	7,824.00
Vendor 13230 - CAROLLO ENGINEERS Totals							Invoices	1	\$7,824.00
Vendor 42328 - CDW-G CORP									
PH90395	Service Contracts	Paid by EFT #472		01/30/2024	02/21/2024	02/29/2024		02/21/2024	8,011.84
PJ27981	Service Contracts	Paid by EFT #472		01/31/2024	02/21/2024	02/29/2024		02/21/2024	6,412.23



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PL27645	District Computer Supplies	Paid by EFT #472		02/05/2024	02/21/2024	02/29/2024		02/21/2024	983.36
PL42509	Replace Presentation Equipment	Paid by EFT #526		02/05/2024	02/28/2024	02/29/2024		02/28/2024	3,408.88
PN31664	District Computer Supplies	Paid by EFT #472		02/09/2024	02/21/2024	02/29/2024		02/21/2024	255.86
PP82761	Service Contracts	Paid by EFT #526		02/14/2024	02/28/2024	02/29/2024		02/28/2024	151.76
PP82762	Service Contracts	Paid by EFT #526		02/14/2024	02/28/2024	02/29/2024		02/28/2024	150.83
PQ22043	Service Contracts	Paid by EFT #526		02/15/2024	02/28/2024	02/29/2024		02/28/2024	142.59
PR24346	Computer Purchases	Paid by EFT #526		02/17/2024	02/28/2024	02/29/2024		02/28/2024	2,682.58
PR26094	Computer Purchases	Paid by EFT #526		02/17/2024	02/28/2024	02/29/2024		02/28/2024	2,682.58
PR26095	Computer Purchases	Paid by EFT #526		02/17/2024	02/28/2024	02/29/2024		02/28/2024	2,682.58
Vendor 42328 - CDW-G CORP Totals							Invoices	11	\$27,565.09
Vendor 47851 - CENTER FOR HEARING HEALTH INC									
20531	Safety Programs	Paid by EFT #473		02/12/2024	02/21/2024	02/29/2024		02/21/2024	184.00
Vendor 47851 - CENTER FOR HEARING HEALTH INC Totals							Invoices	1	\$184.00
Vendor 48406 - CHARTER COMMUNICATIONS									
176157701020124	Telephone	Paid by EFT #413		02/01/2024	02/15/2024	02/29/2024		02/15/2024	149.98
Vendor 48406 - CHARTER COMMUNICATIONS Totals							Invoices	1	\$149.98
Vendor 40343 - CHEMSEARCH INC									
8565480	Oil & Lubricants	Paid by EFT #474		02/07/2024	02/21/2024	02/29/2024		02/21/2024	1,543.27
Vendor 40343 - CHEMSEARCH INC Totals							Invoices	1	\$1,543.27
Vendor 49016 - MICHAEL CHIEFFO									
SWRCB D3 24	Dues - Memberships - Certification	Paid by EFT #414		01/31/2024	02/14/2024	01/31/2024		02/15/2024	90.00
Vendor 49016 - MICHAEL CHIEFFO Totals							Invoices	1	\$90.00
Vendor 49756 - CINDERLITE TRUCKING CORP									
427005	Pipe - Covers & Manholes	Paid by EFT #415		01/22/2024	02/14/2024	01/31/2024		02/15/2024	471.37
427072	Pipe - Covers & Manholes	Paid by EFT #415		01/23/2024	02/14/2024	01/31/2024		02/15/2024	510.69
Vendor 49756 - CINDERLITE TRUCKING CORP Totals							Invoices	2	\$982.06
Vendor 48672 - CINTAS CORP									
5197331347	Safety Equipment - Physicals	Paid by EFT #475		02/12/2024	02/21/2024	02/29/2024		02/21/2024	638.53
Vendor 48672 - CINTAS CORP Totals							Invoices	1	\$638.53
Vendor 40512 - CODALE ELECTRIC SUPPLY									
S008354553.001	Misc Sewer Motor Rebuilds (TBD)	Paid by EFT #527		01/31/2024	02/28/2024	02/29/2024		02/28/2024	5,932.03
Vendor 40512 - CODALE ELECTRIC SUPPLY Totals							Invoices	1	\$5,932.03
Vendor 49778 - COLUMN SOFTWARE PBC									
134FF568-0001	Secondary Clarifier #1 Rehab	Paid by EFT #476		09/19/2023	02/21/2024	02/29/2024		02/21/2024	362.43
B41A7C18-0025	FLL ES 1-3 & Stanford Camp Rehab	Paid by EFT #476		01/02/2024	02/21/2024	02/29/2024		02/21/2024	331.45
B41A7C18-0026	Filters 3, 4 Rehab	Paid by EFT #476		02/13/2024	02/21/2024	02/29/2024		02/21/2024	763.58
16FFA01E-0001	Ads-Legal Notices	Paid by EFT #528		02/20/2024	02/28/2024	02/29/2024		02/28/2024	130.15
B41A7C18-0027	Tank Coatings	Paid by EFT #528		02/20/2024	02/28/2024	02/29/2024		02/28/2024	103.31
Vendor 49778 - COLUMN SOFTWARE PBC Totals							Invoices	5	\$1,690.92
Vendor 44779 - CPI INTERNATIONAL									



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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
20063815	Laboratory Supplies	Paid by EFT #529		02/16/2024	02/28/2024	02/29/2024		02/28/2024	1,144.61
		Vendor	44779 - CPI INTERNATIONAL	Totals		Invoices	1		\$1,144.61
Vendor 48289 - DIY HOME CENTER									
Jan 24 Stmt	Small Tools & Buildings	Paid by EFT #416		01/31/2024	02/14/2024	01/31/2024		02/15/2024	1,171.25
		Vendor	48289 - DIY HOME CENTER	Totals		Invoices	1		\$1,171.25
Vendor 12350 - DOI/BLM									
2024009718	Regulatory Operating Permits	Paid by EFT #417		01/16/2024	02/14/2024	01/31/2024		02/15/2024	4,700.00
		Vendor	12350 - DOI/BLM	Totals		Invoices	1		\$4,700.00
Vendor 50127 - PATRICK DOLAN									
BOOTS 24 REIMB	Safety Equipment - Physicals	Paid by EFT #418		01/19/2024	02/14/2024	01/31/2024		02/15/2024	231.33
		Vendor	50127 - PATRICK DOLAN	Totals		Invoices	1		\$231.33
Vendor 43649 - DOUGLAS DISPOSAL									
2817890	Refuse Disposal	Paid by EFT #530		02/01/2024	02/28/2024	02/29/2024		02/28/2024	27.35
		Vendor	43649 - DOUGLAS DISPOSAL	Totals		Invoices	1		\$27.35
Vendor 49959 - DUDEK									
202400640	Grounds & Maintenance	Paid by EFT #531		02/23/2024	02/28/2024	02/29/2024		02/28/2024	19,106.25
		Vendor	49959 - DUDEK	Totals		Invoices	1		\$19,106.25
Vendor 43555 - E&M ELECTRIC AND MACHINERY INC									
435999	Instrumentation Inventory	Paid by EFT #465		01/30/2024	02/14/2024	01/31/2024		02/15/2024	3,049.54
		Vendor	43555 - E&M ELECTRIC AND MACHINERY INC	Totals		Invoices	1		\$3,049.54
Vendor 48169 - ECS IMAGING INC									
18494	Service Contracts	Paid by EFT #419		02/09/2024	02/14/2024	03/31/2024		02/15/2024	13,780.00
		Vendor	48169 - ECS IMAGING INC	Totals		Invoices	1		\$13,780.00
Vendor 14683 - EL DORADO COUNTY TRANSPORTATION DEPT									
18904	Waterline, Black Bart	Paid by EFT #477		01/26/2024	02/21/2024	02/29/2024		02/21/2024	141.98
		Vendor	14683 - EL DORADO COUNTY TRANSPORTATION DEPT	Totals		Invoices	1		\$141.98
Vendor 44263 - ENS RESOURCES INC									
3514	Contractual Services	Paid by EFT #420		02/04/2024	02/14/2024	01/31/2024		02/15/2024	5,000.00
		Vendor	44263 - ENS RESOURCES INC	Totals		Invoices	1		\$5,000.00
Vendor 48224 - ERA									
065776	Laboratory Supplies	Paid by EFT #532		02/12/2024	02/28/2024	02/29/2024		02/28/2024	1,169.67
		Vendor	48224 - ERA	Totals		Invoices	1		\$1,169.67
Vendor 49573 - EUROFINS TESTAMERICA									
3800043807	Monitoring	Paid by EFT #421		02/01/2024	02/14/2024	01/31/2024		02/15/2024	100.00
3800044487	Monitoring	Paid by EFT #533		02/12/2024	02/28/2024	02/29/2024		02/28/2024	120.00
3800044594	Monitoring	Paid by EFT #533		02/12/2024	02/28/2024	02/29/2024		02/28/2024	30.00



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3800044641	Monitoring	Paid by EFT #533		02/13/2024	02/28/2024	02/29/2024		02/28/2024	40.00
				Vendor 49573 - EUROFINS TESTAMERICA Totals		Invoices	4		\$290.00
Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC									
906302918	Service Contracts	Paid by EFT #422		02/01/2024	02/14/2024	02/29/2024		02/15/2024	136.86
				Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC Totals		Invoices	1		\$136.86
Vendor 48782 - EXTRON ELECTRONICS									
4004314	Contractual Services	Paid by EFT #423		02/07/2024	02/14/2024	02/29/2024		02/15/2024	1,500.00
				Vendor 48782 - EXTRON ELECTRONICS Totals		Invoices	1		\$1,500.00
Vendor 14890 - FEDEX									
8-396-62692	Postage Expenses	Paid by EFT #424		02/02/2024	02/14/2024	02/29/2024		02/15/2024	69.17
8-403-15784	Postage Expenses	Paid by EFT #478		02/09/2024	02/21/2024	02/29/2024		02/21/2024	39.38
8-410-62897	Postage Expenses	Paid by EFT #534		02/16/2024	02/28/2024	02/29/2024		02/28/2024	110.25
				Vendor 14890 - FEDEX Totals		Invoices	3		\$218.80
Vendor 41263 - FERGUSON ENTERPRISES LLC									
4870067	Grounds & Maintenance	Paid by EFT #425		02/02/2024	02/14/2024	02/29/2024		02/15/2024	64.51
4844581	Buildings	Paid by EFT #425		02/06/2024	02/14/2024	02/29/2024		02/15/2024	969.54
4882393	Pump Stations	Paid by EFT #479		02/08/2024	02/21/2024	02/29/2024		02/21/2024	59.43
				Vendor 41263 - FERGUSON ENTERPRISES LLC Totals		Invoices	3		\$1,093.48
Vendor 15000 - FISHER SCIENTIFIC									
9294303	Laboratory Supplies	Paid by EFT #426		01/23/2024	02/14/2024	01/31/2024		02/15/2024	74.83
				Vendor 15000 - FISHER SCIENTIFIC Totals		Invoices	1		\$74.83
Vendor 48715 - FLEETCREW -ANELLE MGMT SRV									
13120	Service Contracts	Paid by EFT #427		11/01/2023	02/14/2024	01/31/2024		02/15/2024	1,249.87
13122	Service Contracts	Paid by EFT #427		11/01/2023	02/14/2024	01/31/2024		02/15/2024	633.63
13054	Service Contracts	Paid by EFT #427		11/03/2023	02/14/2024	01/31/2024		02/15/2024	1,410.75
				Vendor 48715 - FLEETCREW -ANELLE MGMT SRV Totals		Invoices	3		\$3,294.25
Vendor 48402 - FLYERS ENERGY LLC									
24-018695	Gasoline Expense	Paid by EFT #428		01/31/2024	02/14/2024	01/31/2024		02/15/2024	1,240.09
24-018696	Diesel Expense	Paid by EFT #428		01/31/2024	02/14/2024	01/31/2024		02/15/2024	1,020.48
24-026447	Gasoline Fuel Inventory	Paid by EFT #480		02/09/2024	02/21/2024	02/29/2024		02/21/2024	2,483.76
24-027395	Diesel Fuel Inventory	Paid by EFT #480		02/13/2024	02/21/2024	02/29/2024		02/21/2024	3,868.38
24-029978	Gasoline Fuel Inventory	Paid by EFT #535		02/15/2024	02/28/2024	02/29/2024		02/28/2024	2,331.34
				Vendor 48402 - FLYERS ENERGY LLC Totals		Invoices	5		\$10,944.05
Vendor 48288 - FRONTIER COMMUNICATIONS									
5306942753 224	Telephone	Paid by EFT #429		02/01/2024	02/15/2024	02/29/2024		02/15/2024	542.13
				Vendor 48288 - FRONTIER COMMUNICATIONS Totals		Invoices	1		\$542.13
Vendor 21116 - GANNETT NEVADA/UTAH LOCALIQ									
0006186049	FLL ES 1-3 & Stanford Camp Rehab	Paid by EFT #481		01/31/2024	02/21/2024	02/29/2024		02/21/2024	375.24
				Vendor 21116 - GANNETT NEVADA/UTAH LOCALIQ Totals		Invoices	1		\$375.24
Vendor 48260 - GEO-LOGIC ASSOCIATES INC									
0266853	Wells	Paid by EFT #536		01/23/2024	02/28/2024	02/29/2024		02/28/2024	5,086.75



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0267446	Wells	Paid by EFT #536		02/19/2024	02/28/2024	02/29/2024		02/28/2024	7,782.25
Vendor 48260 - GEO-LOGIC ASSOCIATES INC Totals						Invoices	2		\$12,869.00
Vendor 50125 - GABRIELA GERINSKA									
3384218	Clothes Washer Rebate Program	Paid by EFT #430		01/29/2024	02/14/2024	01/31/2024		02/15/2024	200.00
Vendor 50125 - GABRIELA GERINSKA Totals						Invoices	1		\$200.00
Vendor 43111 - GFS CHEMICALS INC									
CINV-129416	Laboratory Supplies	Paid by EFT #537		11/13/2023	02/28/2024	02/29/2024		02/28/2024	717.81
CINV-134726	Laboratory Supplies	Paid by EFT #537		02/15/2024	02/28/2024	02/29/2024		02/28/2024	390.22
Vendor 43111 - GFS CHEMICALS INC Totals						Invoices	2		\$1,108.03
Vendor 15600 - GRAINGER									
9946391415	Small Tools	Paid by EFT #482		12/27/2023	02/21/2024	02/29/2024		02/21/2024	286.77
9971405023	Buildings	Paid by EFT #431		01/22/2024	02/14/2024	01/31/2024		02/15/2024	27.69
9971405031	Buildings	Paid by EFT #431		01/22/2024	02/14/2024	01/31/2024		02/15/2024	752.21
9977152595	Automotive	Paid by EFT #431		01/26/2024	02/14/2024	01/31/2024		02/15/2024	296.46
9006343033	Buildings	Paid by EFT #431		02/01/2024	02/14/2024	02/29/2024		02/15/2024	232.49
9007617286	Buildings	Paid by EFT #431		02/02/2024	02/14/2024	02/29/2024		02/15/2024	348.87
9012179959	Shop Supplies	Paid by EFT #431		02/07/2024	02/14/2024	02/29/2024		02/15/2024	769.82
9013026076	Secondary Equipment	Paid by EFT #538		02/07/2024	02/28/2024	02/29/2024		02/28/2024	43.79
9014030531	Primary Equipment	Paid by EFT #538		02/08/2024	02/28/2024	02/29/2024		02/28/2024	134.09
9014773742	Force Mains	Paid by EFT #538		02/08/2024	02/28/2024	02/29/2024		02/28/2024	242.73
9016253644	Small Tools	Paid by EFT #482		02/12/2024	02/21/2024	02/29/2024		02/21/2024	(286.77)
9016253651	Small Tools	Paid by EFT #482		02/12/2024	02/21/2024	02/29/2024		02/21/2024	310.47
9019304329	HVAC Air Filters & Parts	Paid by EFT #482		02/13/2024	02/21/2024	02/29/2024		02/21/2024	413.76
9020890308	Buildings	Paid by EFT #538		02/14/2024	02/28/2024	02/29/2024		02/28/2024	490.41
9021465613	Buildings	Paid by EFT #538		02/15/2024	02/28/2024	02/29/2024		02/28/2024	3,252.00
9027461400	Secondary Equipment	Paid by EFT #538		02/21/2024	02/28/2024	02/29/2024		02/28/2024	240.91
Vendor 15600 - GRAINGER Totals						Invoices	16		\$7,555.70
Vendor 50031 - GUARDIAN GATES AND FENCING									
500545	Access Control/Surveillance	Paid by EFT #539		02/20/2024	02/28/2024	02/29/2024		02/28/2024	16,000.00
Vendor 50031 - GUARDIAN GATES AND FENCING Totals						Invoices	1		\$16,000.00
Vendor 48332 - HDR ENGINEERING INC									
1200593349	Advisory	Paid by EFT #432		02/05/2024	02/14/2024	01/31/2024		02/15/2024	14,822.50
Vendor 48332 - HDR ENGINEERING INC Totals						Invoices	1		\$14,822.50
Vendor 44430 - HIGH SIERRA BUSINESS SYSTEMS									
136851	Service Contracts	Paid by EFT #483		02/02/2024	02/21/2024	02/29/2024		02/21/2024	568.16
136887	Service Contracts	Paid by EFT #433		02/02/2024	02/14/2024	01/31/2024		02/15/2024	91.92



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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
Vendor 44430 - HIGH SIERRA BUSINESS SYSTEMS Totals						Invoices	2		\$660.08
Vendor 50131 - JOSEPH HORVATH									
2373321	Clothes Washer Rebate Program	Paid by EFT #540		02/21/2024	02/28/2024	02/29/2024		02/28/2024	200.00
Vendor 50131 - JOSEPH HORVATH Totals						Invoices	1		\$200.00
Vendor 49604 - HOUSTON MAGNANI AND ASSOCIATES									
7130	Contractual Services	Paid by EFT #434		01/31/2024	02/14/2024	01/31/2024		02/15/2024	800.00
Vendor 49604 - HOUSTON MAGNANI AND ASSOCIATES Totals						Invoices	1		\$800.00
Vendor 48832 - NANCY HUSSMANN									
March 2024	Personnel Expense	Paid by EFT #541		02/28/2024	02/28/2024	03/31/2024		02/28/2024	449.15
Vendor 48832 - NANCY HUSSMANN Totals						Invoices	1		\$449.15
Vendor 10103 - IDEXX DISTRIBUTION CORP									
3146189543	Laboratory Supplies	Paid by EFT #542		02/16/2024	02/28/2024	02/29/2024		02/28/2024	3,441.26
Vendor 10103 - IDEXX DISTRIBUTION CORP Totals						Invoices	1		\$3,441.26
Vendor 43208 - IN-SITU INC									
INV105130	Laboratory Supplies	Paid by EFT #543		02/14/2024	02/28/2024	02/29/2024		02/28/2024	210.65
Vendor 43208 - IN-SITU INC Totals						Invoices	1		\$210.65
Vendor 48056 - INFOSEND INC									
255534	Printing & Postage Expenses	Paid by EFT #435		01/19/2024	02/14/2024	01/31/2024		02/15/2024	10,939.34
Vendor 48056 - INFOSEND INC Totals						Invoices	1		\$10,939.34
Vendor 50123 - INLAND SUPPLY CO INC									
1085423	Janitorial Supplies Inventory	Paid by EFT #544		02/15/2024	02/28/2024	02/29/2024		02/28/2024	312.94
1085540	Janitorial Supplies Inventory	Paid by EFT #544		02/15/2024	02/28/2024	02/29/2024		02/28/2024	286.93
Vendor 50123 - INLAND SUPPLY CO INC Totals						Invoices	2		\$599.87
Vendor 48193 - INSTRUMENT TECHNOLOGY CORP									
22704	Pipe - Covers & Manholes	Paid by EFT #436		11/07/2023	02/14/2024	01/31/2024		02/15/2024	461.13
Vendor 48193 - INSTRUMENT TECHNOLOGY CORP Totals						Invoices	1		\$461.13
Vendor 48140 - INTEGRITY LOCKSMITH									
i40041	Automotive	Paid by EFT #484		02/01/2024	02/21/2024	02/29/2024		02/21/2024	118.08
Vendor 48140 - INTEGRITY LOCKSMITH Totals						Invoices	1		\$118.08
Vendor 44110 - J&L PRO KLEEN INC									
29789	Janitorial Services	Paid by EFT #545		02/17/2024	02/28/2024	02/29/2024		02/28/2024	4,992.83
Vendor 44110 - J&L PRO KLEEN INC Totals						Invoices	1		\$4,992.83
Vendor 48683 - J.J. KELLER & ASSOC									
9108692746	Service Contracts	Paid by EFT #437		01/10/2024	02/14/2024	04/30/2024		02/15/2024	1,892.00
Vendor 48683 - J.J. KELLER & ASSOC Totals						Invoices	1		\$1,892.00
Vendor 16653 - JENSEN PRECAST									
CD99224768	Small Tools	Paid by EFT #438		01/19/2024	02/14/2024	01/31/2024		02/15/2024	454.71
Vendor 16653 - JENSEN PRECAST Totals						Invoices	1		\$454.71
Vendor 50120 - JL WINGERT A DXP COMPANY									
54196821	Wells	Paid by EFT #439		01/26/2024	02/14/2024	01/31/2024		02/15/2024	3,997.67
Vendor 50120 - JL WINGERT A DXP COMPANY Totals						Invoices	1		\$3,997.67
Vendor 50128 - GINA JOHNSON									



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2535213	Clothes Washer Rebate Program	Paid by EFT #440		02/07/2024	02/14/2024	02/29/2024		02/15/2024	200.00
		Vendor 50128 - GINA JOHNSON Totals				Invoices	1		\$200.00
Vendor 50024 - JONES MAYER									
120978	Legal Services January 2024	Paid by EFT #546		01/31/2024	02/28/2024	01/31/2024		02/28/2024	6,243.00
		Vendor 50024 - JONES MAYER Totals				Invoices	1		\$6,243.00
Vendor 49900 - JW WELDING SUPPLIES & TOOLS									
292949	Shop Supplies	Paid by EFT #485		02/09/2024	02/21/2024	02/29/2024		02/21/2024	217.45
		Vendor 49900 - JW WELDING SUPPLIES & TOOLS Totals				Invoices	1		\$217.45
Vendor 45141 - KAESER COMPRESSORS INC									
916555030	Harvey Reservoir Compressor Replacement	Paid by EFT #441		01/31/2024	02/14/2024	01/31/2024		02/15/2024	1,119.22
		Vendor 45141 - KAESER COMPRESSORS INC Totals				Invoices	1		\$1,119.22
Vendor 43694 - KIMBALL MIDWEST									
101892112	Shop Supplies & Small Tools	Paid by EFT #486		02/07/2024	02/21/2024	02/29/2024		02/21/2024	848.07
101892238	Shop Supplies	Paid by EFT #486		02/07/2024	02/21/2024	02/29/2024		02/21/2024	1,311.30
101917200	Small Tools	Paid by EFT #486		02/14/2024	02/21/2024	02/29/2024		02/21/2024	287.88
		Vendor 43694 - KIMBALL MIDWEST Totals				Invoices	3		\$2,447.25
Vendor 49725 - LAKESIDE TERMITE & PEST CONTROL									
016239912	Buildings	Paid by EFT #547		02/16/2024	02/28/2024	02/29/2024		02/28/2024	95.00
		Vendor 49725 - LAKESIDE TERMITE & PEST CONTROL Totals				Invoices	1		\$95.00
Vendor 22200 - LANGENFELD ACE HARDWARE									
Jan 24 Stmt	Shop Supplies, Grounds & Maintenance	Paid by EFT #442		01/31/2024	02/14/2024	01/31/2024		02/15/2024	612.26
		Vendor 22200 - LANGENFELD ACE HARDWARE Totals				Invoices	1		\$612.26
Vendor 49591 - JUDY LEONG									
March 2024	Contractual Services	Paid by EFT #548		02/28/2024	02/28/2024	03/31/2024		02/28/2024	20.00
		Vendor 49591 - JUDY LEONG Totals				Invoices	1		\$20.00
Vendor 50130 - LELAND LI									
3426525	Water Use Reduction Rebates	Paid by EFT #487		02/15/2024	02/21/2024	02/29/2024		02/21/2024	750.00
		Vendor 50130 - LELAND LI Totals				Invoices	1		\$750.00
Vendor 22550 - LIBERTY UTILITIES									
200008899391 124	Electricity	Paid by EFT #488		01/24/2024	02/21/2024	02/29/2024		02/21/2024	245.27
200008895654 124	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	667.95
200008904324 923	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	7,654.41
200008904324 D23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	7,036.50
200008904324 N23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	6,687.97
200008904324 O23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	4,176.55
200008909257 923	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	3,974.55
200008909257 N23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	2,193.68
200008909257 O23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	2,303.63
200008923076 923	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	6,103.23
200008923076 D23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	9,005.54



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200008923076 N23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	7,611.59
200008923076 O23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	7,857.45
200008923795 124	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	372.04
200008928034 D23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	5,665.20
200008928034 N23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	5,741.11
200008928034 O23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	6,736.48
200008928612 923	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	6,301.05
200008928612 D23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	6,915.42
200008928612 N23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	6,152.40
200008928612 O23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	8,382.96
200008928703 923	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	7,574.39
200008928703 N23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	4,886.99
200008928703 O23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	1,653.07
200008928927 124	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	674.30
200008932028 D23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	5,005.18
200008932028 N23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	4,918.49
200008932028 O23	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	4,015.96
200008932457 124	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	25.36
200008932648 124	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	136.52
200008932747 124	Electricity	Paid by EFT #443		01/25/2024	02/15/2024	01/31/2024		02/15/2024	83.19
200008909257 D23	Electricity	Paid by EFT #443		01/26/2024	02/15/2024	01/31/2024		02/15/2024	2,355.68
200008895548 124	Electricity	Paid by EFT #488		02/02/2024	02/21/2024	02/29/2024		02/21/2024	28.52
200008909356 124	Electricity	Paid by EFT #488		02/02/2024	02/21/2024	02/29/2024		02/21/2024	500.53
200008928224 124	Electricity	Paid by EFT #488		02/02/2024	02/21/2024	02/29/2024		02/21/2024	210.91
200008928497 124	Electricity	Paid by EFT #488		02/02/2024	02/21/2024	02/29/2024		02/21/2024	1,439.30
200008932028 124	Electricity	Paid by EFT #488		02/02/2024	02/21/2024	02/29/2024		02/21/2024	5,500.70
200008913796 124	Electricity	Paid by EFT #488		02/06/2024	02/21/2024	02/29/2024		02/21/2024	95.24
200008909950 124	Electricity	Paid by EFT #488		02/07/2024	02/21/2024	02/29/2024		02/21/2024	961.15
200008913051 124	Electricity	Paid by EFT #488		02/07/2024	02/21/2024	02/29/2024		02/21/2024	1,287.80
200008913150 124	Electricity	Paid by EFT #488		02/07/2024	02/21/2024	02/29/2024		02/21/2024	184.29
200008913226 124	Electricity	Paid by EFT #488		02/07/2024	02/21/2024	02/29/2024		02/21/2024	963.46
200008913333 124	Electricity	Paid by EFT #488		02/07/2024	02/21/2024	02/29/2024		02/21/2024	946.04
200008913713 124	Electricity	Paid by EFT #488		02/07/2024	02/21/2024	02/29/2024		02/21/2024	341.39
200008923498 D23	Electricity	Paid by EFT #488		02/07/2024	02/21/2024	02/29/2024		02/21/2024	3,158.37
200008898161 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	204.34
200008899078 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	29.37
200008899169 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	29.37
200008899235 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	29.37
200008899649 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	333.67
200008899730 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	29.37
200008899847 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	29.37
200008913424 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	410.25



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200008913614 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	25.91
200008913887 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	296.36
200008937027 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	48.42
200009089042 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	29.37
200009089216 124	Electricity	Paid by EFT #488		02/08/2024	02/21/2024	02/29/2024		02/21/2024	45.47
200008895969 923	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	5,322.50
200008899490 N23	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	8,689.40
200008904324 124	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	9,166.09
200008904860 124	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	894.46
200008919215 124	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	598.36
200008919900 124	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	4,168.02
200008919900 D23	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	3,686.99
200008919900 N23	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	4,018.97
200008923985 124	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	152.34
200008928034 124	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	5,791.97
200008928133 124	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	3,791.88
200008928133 D23	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	3,170.15
200008928133 N23	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	4,260.92
200008928703 124	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	3,589.97
200008928703 D23	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	5,435.48
200008932168 124	Electricity	Paid by EFT #549		02/09/2024	02/28/2024	02/29/2024		02/28/2024	4,524.54
200008895761 124	Electricity	Paid by EFT #549		02/12/2024	02/28/2024	02/29/2024		02/28/2024	738.58
200008904134 021	Electricity	Paid by EFT #549		02/12/2024	02/28/2024	02/29/2024		02/28/2024	149.16
200008909158 124	Electricity	Paid by EFT #549		02/12/2024	02/28/2024	02/29/2024		02/28/2024	117.91
200008913952 124	Electricity	Paid by EFT #549		02/12/2024	02/28/2024	02/29/2024		02/28/2024	285.20
200008919124 124	Electricity	Paid by EFT #549		02/12/2024	02/28/2024	02/29/2024		02/28/2024	884.60
200008919298 124	Electricity	Paid by EFT #549		02/12/2024	02/28/2024	02/29/2024		02/28/2024	201.72
200008932903 124	Electricity	Paid by EFT #549		02/12/2024	02/28/2024	02/29/2024		02/28/2024	2,386.60
200008904415 124	Electricity	Paid by EFT #549		02/13/2024	02/28/2024	02/29/2024		02/28/2024	246.72
200008919389 124	Electricity	Paid by EFT #549		02/13/2024	02/28/2024	02/29/2024		02/28/2024	670.01
200008904225 124	Electricity	Paid by EFT #549		02/14/2024	02/28/2024	02/29/2024		02/28/2024	29.85
200008928612 124	Electricity	Paid by EFT #549		02/14/2024	02/28/2024	02/29/2024		02/28/2024	7,225.65
200008909778 124	Electricity	Paid by EFT #549		02/15/2024	02/28/2024	02/29/2024		02/28/2024	2,042.71
200008937159 124	Electricity	Paid by EFT #549		02/15/2024	02/28/2024	02/29/2024		02/28/2024	137.31
200008895860 124	Electricity	Paid by EFT #549		02/16/2024	02/28/2024	02/29/2024		02/28/2024	621.03
200008919454 224	Electricity	Paid by EFT #549		02/16/2024	02/28/2024	02/29/2024		02/28/2024	65.34
200008928828 124	Electricity	Paid by EFT #549		02/16/2024	02/28/2024	02/29/2024		02/28/2024	85.52
200008937290 124	Electricity	Paid by EFT #549		02/16/2024	02/28/2024	02/29/2024		02/28/2024	30.18
			Vendor	22550 - LIBERTY UTILITIES	Totals	Invoices	91		\$243,452.58
Vendor	47903 - LINDE GAS & EQUIPMENT INC								
40932928	Shop Supplies	Paid by EFT #444		01/31/2024	02/14/2024	01/31/2024		02/15/2024	331.54
40958351	Shop Supplies	Paid by EFT #444		02/02/2024	02/14/2024	02/29/2024		02/15/2024	414.85



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41025499	Secondary Equipment	Paid by EFT #444		02/08/2024	02/14/2024	02/29/2024		02/15/2024	16.54
41057998	Engine Drive Welder	Paid by EFT #489		02/10/2024	02/21/2024	02/29/2024		02/21/2024	1,412.66
41144815	Mobile Equipment	Paid by EFT #550		02/17/2024	02/28/2024	02/29/2024		02/28/2024	201.54
41238209	Shop Supplies	Paid by EFT #550		02/22/2024	02/28/2024	02/29/2024		02/28/2024	600.74
41258897	Buildings	Paid by EFT #550		02/22/2024	02/28/2024	02/29/2024		02/28/2024	68.51
Vendor 47903 - LINDE GAS & EQUIPMENT INC Totals							Invoices	7	<u>\$3,046.38</u>
Vendor 49840 - MACKER TEK LTD									
1624	District Computer Supplies	Paid by EFT #551		12/04/2023	02/28/2024	02/29/2024		02/28/2024	341.04
1627	Security Measures	Paid by EFT #551		01/17/2024	02/28/2024	02/29/2024		02/28/2024	7,353.89
Vendor 49840 - MACKER TEK LTD Totals							Invoices	2	<u>\$7,694.93</u>
Vendor 17900 - MC MASTER CARR SUPPLY CO									
22103802	Buildings	Paid by EFT #490		02/14/2024	02/21/2024	02/29/2024		02/21/2024	1,409.11
22252943	Force Mains	Paid by EFT #552		02/16/2024	02/28/2024	02/29/2024		02/28/2024	758.49
Vendor 17900 - MC MASTER CARR SUPPLY CO Totals							Invoices	2	<u>\$2,167.60</u>
Vendor 21701 - THE MCCLATCHY COMPANY LLC									
233965	FLL ES 1-3 & Stanford Camp Rehab	Paid by EFT #491		01/31/2024	02/21/2024	02/29/2024		02/21/2024	946.52
Vendor 21701 - THE MCCLATCHY COMPANY LLC Totals							Invoices	1	<u>\$946.52</u>
Vendor 18150 - MEEKS LUMBER & HARDWARE									
Jan 24 Stmt	Small Tools, Grounds & Maintenance	Paid by EFT #445		01/31/2024	02/14/2024	01/31/2024		02/15/2024	343.71
Vendor 18150 - MEEKS LUMBER & HARDWARE Totals							Invoices	1	<u>\$343.71</u>
Vendor 43123 - MSC INDUSTRIAL SUPPLY CO									
39833408	Buildings	Paid by EFT #446		02/01/2024	02/14/2024	02/29/2024		02/15/2024	568.44
40245188	Buildings	Paid by EFT #492		02/02/2024	02/21/2024	02/29/2024		02/21/2024	314.34
Vendor 43123 - MSC INDUSTRIAL SUPPLY CO Totals							Invoices	2	<u>\$882.78</u>
Vendor 49765 - NAPA AUTO PARTS									
Jan 24 Stmt	Automotive & Shop Supplies	Paid by EFT #447		01/31/2024	02/14/2024	01/31/2024		02/15/2024	6,703.69
Vendor 49765 - NAPA AUTO PARTS Totals							Invoices	1	<u>\$6,703.69</u>
Vendor 43796 - NORTHWEST HYD CONSULT INC									
30896	Misc Emergency Incident Expenses	Paid by EFT #553		02/19/2024	02/28/2024	02/29/2024		02/28/2024	2,175.00
Vendor 43796 - NORTHWEST HYD CONSULT INC Totals							Invoices	1	<u>\$2,175.00</u>
Vendor 48315 - O'REILLY AUTO PARTS									
Jan 24 Stmt	Automotive & Sewer Flow	Paid by EFT #448		01/31/2024	02/14/2024	01/31/2024		02/15/2024	97.30
Vendor 48315 - O'REILLY AUTO PARTS Totals							Invoices	1	<u>\$97.30</u>
Vendor 44607 - OLIN PIONEER AMERICAS LLC									
900378494	Hypochlorite	Paid by EFT #493		02/08/2024	02/21/2024	02/29/2024		02/21/2024	12,908.02
Vendor 44607 - OLIN PIONEER AMERICAS LLC Totals							Invoices	1	<u>\$12,908.02</u>
Vendor 49961 - PLATINUM ADVISORS LLC									
36187	Contractual Services	Paid by EFT #449		02/01/2024	02/14/2024	02/29/2024		02/15/2024	1,000.00
36333	Contractual Services	Paid by EFT #554		02/28/2024	02/28/2024	03/31/2024		02/28/2024	1,000.00



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		Vendor 49961 - PLATINUM ADVISORS LLC Totals					Invoices	2	\$2,000.00
Vendor 48977 - PONTON INDUSTRIES INC									
27640-53099	Pump Stations	Paid by EFT #555		02/16/2024	02/28/2024	02/29/2024		02/28/2024	5,121.16
		Vendor 48977 - PONTON INDUSTRIES INC Totals					Invoices	1	\$5,121.16
Vendor 50118 - PURCELL TIRE									
26453226	Automotive	Paid by EFT #494		01/23/2024	02/21/2024	02/29/2024		02/21/2024	1,569.84
26453235	Automotive	Paid by EFT #494		01/23/2024	02/21/2024	02/29/2024		02/21/2024	764.73
		Vendor 50118 - PURCELL TIRE Totals					Invoices	2	\$2,334.57
Vendor 49881 - QCS LLC									
97179	Buildings	Paid by EFT #495		02/06/2024	02/21/2024	02/29/2024		02/21/2024	330.00
		Vendor 49881 - QCS LLC Totals					Invoices	1	\$330.00
Vendor 48553 - RAUCH COMMUNICATION									
12-2023-16	Contractual Services	Paid by EFT #450		01/12/2024	02/14/2024	01/31/2024		02/15/2024	1,601.25
		Vendor 48553 - RAUCH COMMUNICATION Totals					Invoices	1	\$1,601.25
Vendor 47803 - REDWOOD PRINTING									
34634	Office Supplies	Paid by EFT #496		01/03/2024	02/21/2024	02/29/2024		02/21/2024	413.20
34794	Office Supplies	Paid by EFT #556		02/16/2024	02/28/2024	02/29/2024		02/28/2024	264.88
		Vendor 47803 - REDWOOD PRINTING Totals					Invoices	2	\$678.08
Vendor 49497 - REGULATORY INTELLIGENCE LLC									
STPUD224	Advisory	Paid by EFT #557		02/18/2024	02/28/2024	02/29/2024		02/28/2024	1,773.29
		Vendor 49497 - REGULATORY INTELLIGENCE LLC Totals					Invoices	1	\$1,773.29
Vendor 44761 - REXEL NORCAL VALLEY-SACRAMENTO									
S138187104.003	Travel - Meetings - Education	Paid by EFT #497		02/01/2024	02/21/2024	02/29/2024		02/21/2024	2,100.00
		Vendor 44761 - REXEL NORCAL VALLEY-SACRAMENTO Totals					Invoices	1	\$2,100.00
Vendor 48684 - RS									
9018964549	Primary Equipment	Paid by EFT #558		02/12/2024	02/28/2024	02/29/2024		02/28/2024	530.01
9018986187	Buildings	Paid by EFT #558		02/15/2024	02/28/2024	02/29/2024		02/28/2024	971.06
		Vendor 48684 - RS Totals					Invoices	2	\$1,501.07
Vendor 49911 - SEARCHPROS STAFFING LLC									
24013027	Contractual Services	Paid by EFT #451		01/30/2024	02/14/2024	01/31/2024		02/15/2024	1,247.36
24020629	Contractual Services	Paid by EFT #498		02/06/2024	02/21/2024	02/29/2024		02/21/2024	1,483.24
24021329	Contractual Services	Paid by EFT #498		02/13/2024	02/21/2024	02/29/2024		02/21/2024	1,511.54
24022029	Contractual Services	Paid by EFT #559		02/20/2024	02/28/2024	02/29/2024		02/28/2024	1,349.77
		Vendor 49911 - SEARCHPROS STAFFING LLC Totals					Invoices	4	\$5,591.91
Vendor 50134 - GARY SHAVER									
2548127	Water Use Reduction Rebates	Paid by EFT #560		02/22/2024	02/28/2024	02/29/2024		02/28/2024	750.00
		Vendor 50134 - GARY SHAVER Totals					Invoices	1	\$750.00
Vendor 47832 - SHRED-IT									
8006008485	Office Supply Issues	Paid by EFT #452		01/25/2024	02/14/2024	01/31/2024		02/15/2024	67.00
		Vendor 47832 - SHRED-IT Totals					Invoices	1	\$67.00
Vendor 48622 - SIERRA ECOTONE SOLUTIONS									
1178	Contractual Services	Paid by EFT #499		01/31/2024	02/21/2024	02/29/2024		02/21/2024	9,520.00



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1179	Contractual Services	Paid by EFT #499		01/31/2024	02/21/2024	02/29/2024		02/21/2024	8,680.00
		Vendor 48622 - SIERRA ECOTONE SOLUTIONS Totals				Invoices	2		\$18,200.00
Vendor 48422 - SIERRA OFFICE SUPPLY									
3888648-0	Printing	Paid by EFT #561		02/14/2024	02/28/2024	02/29/2024		02/28/2024	662.50
		Vendor 48422 - SIERRA OFFICE SUPPLY Totals				Invoices	1		\$662.50
Vendor 22620 - SIERRA SPRINGS									
5152426 021024	Supplies	Paid by EFT #500		02/10/2024	02/21/2024	02/29/2024		02/21/2024	15.03
		Vendor 22620 - SIERRA SPRINGS Totals				Invoices	1		\$15.03
Vendor 40233 - SILVER STATE INT'L INC									
X201131529:01	Automotive	Paid by EFT #562		01/25/2024	02/28/2024	02/29/2024		02/28/2024	254.82
X201134077:01	Generators	Paid by EFT #562		01/31/2024	02/28/2024	02/29/2024		02/28/2024	681.81
		Vendor 40233 - SILVER STATE INT'L INC Totals				Invoices	2		\$936.63
Vendor 48944 - CHRIS SKELLY									
SKELLY02212024	Travel - Meetings - Education	Paid by EFT #563		02/19/2024	02/28/2024	02/29/2024		02/28/2024	170.00
		Vendor 48944 - CHRIS SKELLY Totals				Invoices	1		\$170.00
Vendor 48172 - SNAP ON TOOLS									
01312462226	Small Tools	Paid by EFT #453		01/31/2024	02/14/2024	01/31/2024		02/15/2024	239.79
		Vendor 48172 - SNAP ON TOOLS Totals				Invoices	1		\$239.79
Vendor 43888 - SONSTRAY MACHINERY LLC									
PSO115546-1	Automotive	Paid by EFT #501		01/22/2024	02/21/2024	02/29/2024		02/21/2024	338.99
		Vendor 43888 - SONSTRAY MACHINERY LLC Totals				Invoices	1		\$338.99
Vendor 44577 - SOUNDPROS INC									
240122-45	Public Relations Expense	Paid by EFT #502		01/22/2024	02/21/2024	02/29/2024		02/21/2024	49.00
		Vendor 44577 - SOUNDPROS INC Totals				Invoices	1		\$49.00
Vendor 48628 - SOUTH LAKE TAHOE ACE HARDWARE									
072637	Buildings	Paid by EFT #503		02/09/2024	02/21/2024	02/29/2024		02/21/2024	5.97
		Vendor 48628 - SOUTH LAKE TAHOE ACE HARDWARE Totals				Invoices	1		\$5.97
Vendor 23100 - SOUTH SHORE GLASS & DOOR INC									
43770	Buildings	Paid by EFT #504		01/31/2024	02/21/2024	02/29/2024		02/21/2024	10,348.67
		Vendor 23100 - SOUTH SHORE GLASS & DOOR INC Totals				Invoices	1		\$10,348.67
Vendor 23400 - SOUTH TAHOE PUBLIC UTILITY DISTRICT									
2506132-001 124	Water & Other Utilities	Paid by EFT #564		02/01/2024	02/28/2024	02/29/2024		02/28/2024	1,362.78
2612107-001 124	Water	Paid by EFT #564		02/01/2024	02/28/2024	02/29/2024		02/28/2024	100.92
2718021-001 124	Water	Paid by EFT #564		02/01/2024	02/28/2024	02/29/2024		02/28/2024	152.24
3102034-001 124	Water	Paid by EFT #564		02/01/2024	02/28/2024	02/29/2024		02/28/2024	235.38
3103021-001 124	Water	Paid by EFT #564		02/01/2024	02/28/2024	02/29/2024		02/28/2024	152.24
3122506-001 124	Water & Other Utilities	Paid by EFT #564		02/01/2024	02/28/2024	02/29/2024		02/28/2024	92.47
3221118-001 124	Other Utilities	Paid by EFT #564		02/01/2024	02/28/2024	02/29/2024		02/28/2024	35.06
		Vendor 23400 - SOUTH TAHOE PUBLIC UTILITY DISTRICT Totals				Invoices	7		\$2,131.09
Vendor 23450 - SOUTH TAHOE REFUSE									
2820528	Refuse Disposal	Paid by EFT #454		02/01/2024	02/15/2024	01/31/2024		02/15/2024	1,104.60
2820546	Refuse Disposal	Paid by EFT #454		02/01/2024	02/15/2024	01/31/2024		02/15/2024	377.60



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2820558	Refuse Disposal	Paid by EFT #454		02/01/2024	02/15/2024	01/31/2024		02/15/2024	566.40	
2820571	Refuse Disposal	Paid by EFT #454		02/01/2024	02/15/2024	01/31/2024		02/15/2024	850.00	
2820747	Refuse Disposal	Paid by EFT #454		02/01/2024	02/15/2024	01/31/2024		02/15/2024	731.60	
2821709	Refuse Disposal	Paid by EFT #454		02/01/2024	02/15/2024	01/31/2024		02/15/2024	1,132.80	
Vendor 23450 - SOUTH TAHOE REFUSE Totals								Invoices	6	\$4,763.00
Vendor 45168 - SOUTHWEST GAS										
910000175574 124	Natural Gas	Paid by EFT #455		01/30/2024	02/15/2024	01/31/2024		02/15/2024	1,501.41	
910000175902 124	Natural Gas	Paid by EFT #455		01/30/2024	02/15/2024	01/31/2024		02/15/2024	242.32	
910000865770 124	Natural Gas	Paid by EFT #455		01/30/2024	02/15/2024	01/31/2024		02/15/2024	191.41	
910000416224 124	Natural Gas	Paid by EFT #455		02/01/2024	02/15/2024	02/29/2024		02/15/2024	90.78	
910000657163 124	Natural Gas	Paid by EFT #455		02/01/2024	02/15/2024	02/29/2024		02/15/2024	68.83	
910000040369 124	Natural Gas	Paid by EFT #455		02/06/2024	02/15/2024	02/29/2024		02/15/2024	744.02	
910000041349 124	Natural Gas	Paid by EFT #455		02/06/2024	02/15/2024	02/29/2024		02/15/2024	12.56	
910000041350 124	Natural Gas	Paid by EFT #565		02/09/2024	02/28/2024	02/29/2024		02/28/2024	289.16	
910000665034 124	Natural Gas	Paid by EFT #565		02/12/2024	02/28/2024	02/29/2024		02/28/2024	14.11	
Vendor 45168 - SOUTHWEST GAS Totals								Invoices	9	\$3,154.60
Vendor 45004 - STANTEC CONSULTING INC										
2176625	Contractual Services	Paid by EFT #505		12/20/2023	02/21/2024	02/29/2024		02/21/2024	8,187.50	
Vendor 45004 - STANTEC CONSULTING INC Totals								Invoices	1	\$8,187.50
Vendor 49064 - STAPLES BUSINESS ADVANTAGE										
3558993659	Office Supplies	Paid by EFT #506		02/03/2024	02/21/2024	02/29/2024		02/21/2024	189.31	
Vendor 49064 - STAPLES BUSINESS ADVANTAGE Totals								Invoices	1	\$189.31
Vendor 50132 - KATHERINE STEMPIEN										
3131402	Clothes Washer Rebate Program	Paid by EFT #566		02/21/2024	02/28/2024	02/29/2024		02/28/2024	200.00	
3131402-1	Toilet Rebate Program	Paid by EFT #566		02/21/2024	02/28/2024	02/29/2024		02/28/2024	200.00	
Vendor 50132 - KATHERINE STEMPIEN Totals								Invoices	2	\$400.00
Vendor 50018 - SUMMIT FIRE & SECURITY LLC										
1383443	Luther Pass Pump Station	Paid by EFT #456		01/23/2024	02/14/2024	01/31/2024		02/15/2024	895.00	
1393178	Luther Pass Pump Station	Paid by EFT #456		01/30/2024	02/14/2024	01/31/2024		02/15/2024	668.50	
Vendor 50018 - SUMMIT FIRE & SECURITY LLC Totals								Invoices	2	\$1,563.50
Vendor 48481 - SWRCB ACCOUNTING OFFICE										
WD-0233999	Regulatory Operating Permits	Paid by EFT #507		11/29/2023	02/21/2024	02/29/2024		02/21/2024	3,746.00	
Vendor 48481 - SWRCB ACCOUNTING OFFICE Totals								Invoices	1	\$3,746.00
Vendor 47798 - T&S CONSTRUCTION CO INC										
22-18A	Tahoe Keys Sewer PS Rehab	Paid by EFT #508		01/31/2024	02/21/2024	02/29/2024		02/21/2024	133,750.00	
22-18AR	Tahoe Keys Sewer PS Rehab Retainage	Paid by EFT #508		01/31/2024	02/21/2024	02/29/2024		02/21/2024	(13,375.00)	
23-07A	Upper Truckee Sewer PS Rehab	Paid by EFT #567		01/31/2024	02/28/2024	02/29/2024		02/28/2024	262,923.84	
23-07AR	Upper Truckee Sewer PS Rehab Retainage	Paid by EFT #567		01/31/2024	02/28/2024	02/29/2024		02/28/2024	(13,146.19)	
23/08A	Secondary Clarifier #2 Rehab	Paid by EFT #567		02/28/2024	02/28/2024	02/29/2024		02/28/2024	104,400.51	



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23/08AR	Secondary Clarifier #2 Rehab Retainage	Paid by EFT #567		02/28/2024	02/28/2024	02/29/2024		02/28/2024	176,140.00
Vendor 47798 - T&S CONSTRUCTION CO INC Totals							Invoices	6	\$650,693.16
Vendor 24050 - TAHOE BASIN CONTAINER SERVICE									
2822033	Biosolid Disposal Costs	Paid by EFT #457		02/01/2024	02/15/2024	01/31/2024		02/15/2024	16,651.44
2822034	Refuse Disposal	Paid by EFT #457		02/01/2024	02/15/2024	01/31/2024		02/15/2024	260.00
2822046	Refuse Disposal	Paid by EFT #457		02/01/2024	02/15/2024	01/31/2024		02/15/2024	32.50
2822062	Refuse Disposal	Paid by EFT #457		02/01/2024	02/15/2024	01/31/2024		02/15/2024	30.00
2822187	Refuse Disposal	Paid by EFT #457		02/01/2024	02/15/2024	01/31/2024		02/15/2024	38.00
Vendor 24050 - TAHOE BASIN CONTAINER SERVICE Totals							Invoices	5	\$17,011.94
Vendor 48229 - TAHOE DAILY TRIBUNE									
IN126817	Public Relations Expense	Paid by EFT #509		01/31/2024	02/21/2024	02/29/2024		02/21/2024	622.00
IN126818	Ads-Legal Notices	Paid by EFT #458		01/31/2024	02/14/2024	01/31/2024		02/15/2024	924.00
Vendor 48229 - TAHOE DAILY TRIBUNE Totals							Invoices	2	\$1,546.00
Vendor 24325 - TAHOE SAND & GRAVEL									
Jan 24 Stmt	Pipe - Covers & Manholes	Paid by EFT #568		02/01/2024	02/28/2024	02/29/2024		02/28/2024	1,924.07
Vendor 24325 - TAHOE SAND & GRAVEL Totals							Invoices	1	\$1,924.07
Vendor 50089 - TESCO INCORPORATED									
9400184295	SCADA	Paid by EFT #569		12/11/2023	02/28/2024	02/29/2024		02/28/2024	436.74
Vendor 50089 - TESCO INCORPORATED Totals							Invoices	1	\$436.74
Vendor 49420 - THATCHER COMPANY OF NEVADA INC									
2024400100416	Hypochlorite	Paid by EFT #459		02/01/2024	02/14/2024	02/29/2024		02/15/2024	1,518.17
2024400100417	Hypochlorite	Paid by EFT #459		02/01/2024	02/14/2024	02/29/2024		02/15/2024	3,837.95
Vendor 49420 - THATCHER COMPANY OF NEVADA INC Totals							Invoices	2	\$5,356.12
Vendor 44388 - THERMO ELECTRON NO AMER LLC									
9021419259	Laboratory Supplies	Paid by EFT #570		02/14/2024	02/28/2024	02/29/2024		02/28/2024	1,874.85
Vendor 44388 - THERMO ELECTRON NO AMER LLC Totals							Invoices	1	\$1,874.85
Vendor 48748 - THUNDERBIRD COMMUNICATIONS									
3382	Travel - Meetings - Education	Paid by EFT #510		10/23/2023	02/21/2024	02/29/2024		02/21/2024	2,495.00
3424	Pump Stations	Paid by EFT #571		02/16/2024	02/28/2024	02/29/2024		02/28/2024	145.00
Vendor 48748 - THUNDERBIRD COMMUNICATIONS Totals							Invoices	2	\$2,640.00
Vendor 47973 - US BANK CORPORATE									
ABBONDANDOLO0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	1,511.03
ARCE0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	637.22
ASCHENBACH0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	2,386.55
BARTLETTB0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	1,928.68
BARTLETTCC0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	200.55
BORLEY0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	946.69
BUCKMAN0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	417.13
CASWELL0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	785.18
COLVEY0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	258.74
COMBES0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	768.54



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GUTTRY0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	83.55
HUGHES0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	84.18
JONES0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	10.00
KAUFFMAN0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	1,134.80
MORSE0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	23.08
NELSON0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	683.70
RUTHERDALE0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	504.37
RYAN0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	(360.00)
SALAZAR0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	684.42
SCHRAUBEN0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	1,939.07
SIANO0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	68.47
SKELLY0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	4,914.64
STANLEY0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	306.55
THOMSEN0124	Jan 24 Stms	Paid by EFT #460		01/22/2024	02/15/2024	01/31/2024		02/15/2024	1,322.58
Vendor 47973 - US BANK CORPORATE Totals						Invoices	24		\$21,239.72
Vendor 49947 - USABLUBOOK									
INV00014596	Wells	Paid by EFT #461		05/17/2023	02/14/2024	01/31/2024	05/17/2023	02/15/2024	411.00
SCN025244	Wells	Paid by EFT #461		12/15/2023	02/14/2024	01/31/2024		02/15/2024	(411.00)
INV00248401	Wells	Paid by EFT #461		01/17/2024	02/14/2024	01/31/2024		02/15/2024	376.22
INV00264732	Wells	Paid by EFT #461		02/01/2024	02/14/2024	02/29/2024		02/15/2024	1,335.91
INV00273622	Wells	Paid by EFT #572		02/12/2024	02/28/2024	02/29/2024		02/28/2024	1,505.75
INV00276399	Pump Stations	Paid by EFT #572		02/13/2024	02/28/2024	02/29/2024		02/28/2024	731.76
INV00277975	Wells	Paid by EFT #572		02/15/2024	02/28/2024	02/29/2024		02/28/2024	738.36
INV00279161	Secondary Equipment	Paid by EFT #572		02/15/2024	02/28/2024	02/29/2024		02/28/2024	100.68
INV00279206	Secondary Equipment	Paid by EFT #572		02/15/2024	02/28/2024	02/29/2024		02/28/2024	2,095.15
INV00280700	Repair - Maintenance Water Tanks	Paid by EFT #572		02/19/2024	02/28/2024	02/29/2024		02/28/2024	268.26
INV00285230	Pipe - Covers & Manholes	Paid by EFT #572		02/22/2024	02/28/2024	02/29/2024		02/28/2024	1,408.95
INV00286555	Pipe - Covers & Manholes	Paid by EFT #572		02/23/2024	02/28/2024	02/29/2024		02/28/2024	633.71
Vendor 49947 - USABLUBOOK Totals						Invoices	12		\$9,194.75
Vendor 45243 - VELOCITY VEHICLE GROUP									
XA261121653:01	Automotive	Paid by EFT #511		01/15/2024	02/21/2024	02/29/2024		02/21/2024	1,020.12
Vendor 45243 - VELOCITY VEHICLE GROUP Totals						Invoices	1		\$1,020.12
Vendor 48586 - VINCIGUERRA CONSTRUCTION INC									
24-01A	Herbert Walkup Waterline	Paid by EFT #573		01/31/2024	02/28/2024	02/29/2024		02/28/2024	215,683.00
24-01AR	Herbert Walkup Waterline Retainage	Paid by EFT #573		01/31/2024	02/28/2024	02/29/2024		02/28/2024	(10,784.15)
24-01B	Herbert Walkup Replacement	Paid by EFT #573		01/31/2024	02/28/2024	02/29/2024		02/28/2024	34,008.24
24-01BR	Herbert Walkup Replacement Retainage	Paid by EFT #573		01/31/2024	02/28/2024	02/29/2024		02/28/2024	(1,700.41)
Vendor 48586 - VINCIGUERRA CONSTRUCTION INC Totals						Invoices	4		\$237,206.68
Vendor 48405 - WAXIE SANITARY SUPPLY									



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82308446	Janitorial Supplies Inventory	Paid by EFT #574		02/26/2024	02/28/2024	02/29/2024		02/28/2024	1,494.71
		Vendor 48405 - WAXIE SANITARY SUPPLY	Totals			Invoices	1		\$1,494.71
Vendor 25700 - WEDCO INC									
S100071468.001	Buildings	Paid by EFT #512		02/12/2024	02/21/2024	02/29/2024		02/21/2024	905.10
		Vendor 25700 - WEDCO INC	Totals			Invoices	1		\$905.10
Vendor 25850 - WESTERN NEVADA SUPPLY									
39960812	Buildings	Paid by EFT #513		10/20/2023	02/21/2024	02/29/2024		02/21/2024	1,761.01
31061659	Secondary Equipment	Paid by EFT #513		12/28/2023	02/21/2024	02/29/2024		02/21/2024	83.74
31061659-1	Secondary Equipment	Paid by EFT #513		12/30/2023	02/21/2024	02/29/2024		02/21/2024	1,724.38
11107649	Boxes-Lids-Extensions Inventory	Paid by EFT #462		01/18/2024	02/14/2024	01/31/2024		02/15/2024	1,242.64
39810393	Small Tools	Paid by EFT #462		01/23/2024	02/14/2024	01/31/2024		02/15/2024	882.94
11112977	Pipe - Covers & Manholes	Paid by EFT #462		01/24/2024	02/14/2024	01/31/2024		02/15/2024	650.87
11115782	Buildings	Paid by EFT #462		01/25/2024	02/14/2024	01/31/2024		02/15/2024	540.63
11042942-6	Boxes-Lids-Extensions Inventory	Paid by EFT #462		02/01/2024	02/14/2024	02/29/2024		02/15/2024	322.55
11118405	Water Meters & Parts	Paid by EFT #513		02/02/2024	02/21/2024	02/29/2024		02/21/2024	108.97
11127239	Valves Elbows Ts Flanges Inventory	Paid by EFT #513		02/06/2024	02/21/2024	02/29/2024		02/21/2024	12,947.83
11127241	Valves Elbows Ts Flanges Inventory	Paid by EFT #513		02/06/2024	02/21/2024	02/29/2024		02/21/2024	7,348.85
31129432	Buildings	Paid by EFT #462		02/06/2024	02/14/2024	02/29/2024		02/15/2024	84.67
11130103	Pipe - Covers & Manholes	Paid by EFT #513		02/08/2024	02/21/2024	02/29/2024		02/21/2024	2,185.32
31131965	Water Meters & Parts	Paid by EFT #513		02/08/2024	02/21/2024	02/29/2024		02/21/2024	140.05
31132013	Shop Supplies	Paid by EFT #462		02/08/2024	02/14/2024	02/29/2024		02/15/2024	19.59
31132249	Pump Stations	Paid by EFT #462		02/08/2024	02/14/2024	02/29/2024		02/15/2024	286.49
31132484	Pump Stations	Paid by EFT #462		02/08/2024	02/14/2024	02/29/2024		02/15/2024	89.33
19920213-2	Water Meters & Parts	Paid by EFT #513		02/12/2024	02/21/2024	02/29/2024		02/21/2024	2,430.04
11113110	Pipe - Covers & Manholes	Paid by EFT #513		02/14/2024	02/21/2024	02/29/2024		02/21/2024	375.19
11129910	Pump Stations	Paid by EFT #575		02/14/2024	02/28/2024	02/29/2024		02/28/2024	154.06
11137707	Pump Stations	Paid by EFT #513		02/14/2024	02/21/2024	02/29/2024		02/21/2024	1,563.99
11145194	Saddles & Fittings Inventory	Paid by EFT #575		02/21/2024	02/28/2024	02/29/2024		02/28/2024	617.61
11145197	Saddles & Fittings Inventory	Paid by EFT #575		02/21/2024	02/28/2024	02/29/2024		02/28/2024	1,842.01
		Vendor 25850 - WESTERN NEVADA SUPPLY	Totals			Invoices	23		\$37,402.76
Vendor 42323 - WHITE ROCK CONSTRUCTION									
23-11A	Keller Heavenly Water System Improvement	Paid by EFT #576		01/31/2024	02/28/2024	02/29/2024		02/28/2024	160,575.00
23-11AR	Keller Heavenly Water System Improvement Retainage	Paid by EFT #576		01/31/2024	02/28/2024	02/29/2024		02/28/2024	(8,028.75)
23-11B	Misc Emergency Incident Expenses	Paid by EFT #576		01/31/2024	02/28/2024	02/29/2024		02/28/2024	5,592.60
23-11BR	Misc Emergency Incident Expenses Retainage	Paid by EFT #576		01/31/2024	02/28/2024	02/29/2024		02/28/2024	(279.63)
		Vendor 42323 - WHITE ROCK CONSTRUCTION	Totals			Invoices	4		\$157,859.22
Vendor 50126 - CHRISTOPHER WHITESIDES									



Payment of Claims

Payment Date Range 02/15/24 - 02/28/24
 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
3116501	Water Use Reduction Rebates	Paid by EFT #463		01/29/2024	02/14/2024	01/31/2024		02/15/2024	325.95
		Vendor 50126 - CHRISTOPHER WHITESIDES	Totals			Invoices	1		\$325.95
Vendor 40298 - WILLIAMS INDUSTRIAL SALES CO									
2024-312171-00	Shop Supplies	Paid by EFT #464		01/18/2024	02/14/2024	01/31/2024		02/15/2024	1,279.42
		Vendor 40298 - WILLIAMS INDUSTRIAL SALES CO	Totals			Invoices	1		\$1,279.42
Vendor 47959 - XYLEM WATER SOLUTIONS USA INC									
3556D09459	Pump Stations	Paid by EFT #514		01/30/2024	02/21/2024	02/29/2024		02/21/2024	3,529.05
		Vendor 47959 - XYLEM WATER SOLUTIONS USA INC	Totals			Invoices	1		\$3,529.05
Vendor 50133 - ROBERT ZIEGLER									
3524221	Water Use Reduction Rebates	Paid by EFT #577		02/21/2024	02/28/2024	02/29/2024		02/28/2024	750.00
		Vendor 50133 - ROBERT ZIEGLER	Totals			Invoices	1		\$750.00
		Grand Totals				Invoices	487		\$1,996,329.60

Wong Rev Trust Chk #113708	(100.00)
Petty Cash Chk #114485	498.31
Tri Signal Integration Chk #114486	3,076.55
Petty Cash Chk #114485	(498.31)
Tri Signal Integration Chk #114486	(3,076.55)
Petty Cash Chk #114487	498.31
Tri Signal Integration Chk #114488	3,076.55
Vinciguerra Const Inc Chk #114489	446,148.91
EI Dorado County Chk #EFT	(112.00)
CWEA Chk #114490	444.00
Goligoski, Joel Chk #114491	95.00
Goralski, Dustin Chk #114492	95.00
03/07/2024 P.O.C. Total	\$ 2,446,475.37



SOUTH TAHOE PUBLIC UTILITY DISTRICT

David Peterson, President
Nick Haven, Director

BOARD MEMBERS
Shane Romsos, Vice President

Kelly Sheehan, Director
Nick Exline, Director

Paul Hughes, General Manager

Andrea Salazar, Chief Financial Officer

REGULAR MEETING OF THE BOARD OF DIRECTORS SOUTH TAHOE PUBLIC UTILITY DISTRICT February 15, 2024 MINUTES

The South Tahoe Public Utility District Board of Directors met in a regular session, 2:04 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: Paul Hughes, Andrea Salazar, Keith Collins, Melonie Guttry, Shannon Chandler, Julie Ryan, Chris Stanley, Trevor Coolidge, Chris Skelly, Stephen Caswell, Brent Goligoski, Donielle Morse, Cliff Bartlett, Vinny Stagnaro, Lauren Benefield, Liz Kauffman, Ryan Lee, Greg Dupree, Shelly Thomsen, Art Zorio, Gary Kvistad

1. **PLEDGE OF ALLEGIANCE:**
2. **COMMENTS FROM THE PUBLIC:** **Attorney Collins** provided information regarding public comments at Board meetings via conference call.
3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR:** None
4. **ADOPTION OF CONSENT CALENDAR:**
Moved Haven/Second Sheehan/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes to approve the Consent Calendar as presented.
 - a. **WINTER STORMS EMERGENCY RESPONSE**
(Paul Hughes, General Manager)
Pursuant to Public Contract Code Section 22050(c), continued the emergency action to respond to the Winter Storms Emergency pursuant to Resolution No. 3242-23.
 - b. **DECEMBER 31, 2023 FISCAL YEAR TO DATE FINANCIAL STATEMENTS**
(Andrea Salazar, Chief Financial Office)
Received and filed the December 31, 2023 Income Statement and Balance Sheet Reports.
 - c. **CALPERS REQUIRED PAY LISTING BY POSITION**
(Greg Dupree, Accounting Manager)
Adopted Resolution No. 3267-24 which incorporates the Pay Listing by Position for the pay listing effective February 01, 2024.

- d. **SECONDARY CLARIFIER NO. 2 REHABILITATION PROJECT** (Stephen Caswell, Principal Engineer)
Approved Change Order No. 1 to T&S Construction Co., Inc. in the amount of <\$161,599.49>.
- e. **BOBCAT/TOOLCAT 5600 AND A 74" SNOW BLOWER**
(Cliff Bartlett, Vehicle & Heavy Equipment Mechanic Supervisor)
Approved the purchase of a 2024 Bobcat Toolcat Model 5600 with a Bobcat snow blower Model Number M7045 through the Sourcewell procurement services Bid #040319-CEC awarded to Bobcat Central, Inc. in the amount of \$80,661.41 plus tax.
- f. **RECEIVE AND FILE PAYMENT OF CLAIMS** (Greg Dupree, Accounting Manager)
Received and filed Payment of Claims in the amount of \$1,568,441.43.
- g. **SPEICAL AND REGULAR BOARD MEETING MINUTES: February 1, 2024**
(Melonie Guttry, Executive Services Manager/Clerk of the Board)
Approved Special and Regular February 1, 2024, Minutes.

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

6. **ITEMS FOR BOARD ACTION:**

- a. Ordinance No. 588-24 Amending Water Shortage and Drought Response Standards (Lauren Benefield, Water Conservation Specialist) – **Lauren Benefield** provided details regarding the draft Ordinance No. 588-24 and addressed questions from the Board. **Shelly Thomsen** provided details regarding the State's Model Water Efficient Landscape Ordinance.

Moved Romsos/Second Exline/Peterson No/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes to adopt Ordinance No. 588-24, amending Administrative Code Section 3.4 regarding Water Shortage and Drought Response Standards; repealing Ordinance No. 561-15 and deleting Sections 3.1.56 and 1.1.158 regarding watering exemption inspection fee.

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

Director Romsos provided details regarding the Operations Committee meeting on Monday, February 12, 2024. **President Peterson** reported that he attended the El Dorado Water Agency meeting on February 14, 2024, and the Board elected the same officers for another year. They also adopted the 2024 meeting schedule and provided a federal and state lobbying update.

8. **BOARD MEMBER REPORTS:**

Director Romsos reminded the Board to keep low-income and fixed income community members in mind as the District participates in the Proposition 218 process. **President Peterson** commented that today's Water Rights presentation provided lots of good information, but not enough time for Board discussion. He requested either another workshop or a future Agenda Item as an opportunity to allow for more Board discussion.

9. **STAFF/ATTORNEY REPORTS:**

Chris Skelly provided an update regarding the Local Area Technical Assistance Grant including a brief history regarding the District receiving these funds. **Ryan Lee** provided an update regarding the District's customer assistance program. The District is participating in a Liberty Utilities hosted event today, and he will report more about the event at a Board meeting in March. **Director Romsos** requested that Customer Service reach out to the two gentlemen who attended the Board Workshop two weeks ago, ensuring they have all the information they need.

10. GENERAL MANAGER REPORT:

Paul Hughes provided a staffing update.

11. NOTICE OF PAST AND FUTURE MEETINGS/EVENTS

Paul Hughes reminded the Board that future meeting dates include the Employee Communications Committee Meeting on Wednesday, January 21, 2024; Finance Committee Meeting, Wednesday, February 28, 2024; and the first Public Meeting regarding the Capital Improvement Program and Rate Study on Thursday, February 29, 2024. Director Haven shared that the Tahoe Regional Planning Agency has compiled local community demographic research which may be helpful to review during the Rate Study.

12. BREAK AND ADJOURN TO CLOSED SESSION: 3:03 p.m.

President Peterson recused himself at 4:03 p.m.

RECONVENE TO OPEN SESSION: 4:16 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

- b. Pursuant to Government Code Section 54957.6(a)/Conference with Labor Negotiators re: Memorandum of Understanding with Stationary Engineers, Local 39. Present at this Closed Session will be Agency Negotiators: Paul Hughes, General Manager; Andrea Salazar, Chief Financial Officer; Liz Kauffman, Human Resources Director.

No reportable Board Action

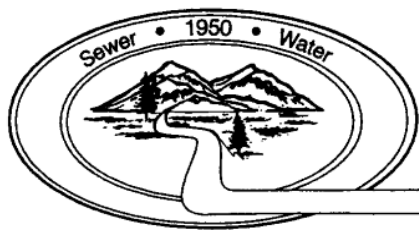
- a. Pursuant to Government Code Section 54957.6(a)/Conference with Labor Negotiators re: Memorandum of Understanding with the Management Group. Present at this Closed Session will be Agency Negotiators: Paul Hughes/General Manager; Andrea Salazar, Chief Financial Officer; and Liz Kauffman, Human Resources Director.

No reportable Board Action

ADJOURNMENT: 4:17 p.m.

David Peterson, Board President
South Tahoe Public Utility District

Melonie Guttry, Executive Services Manager/
Clerk of the Board
South Tahoe Public Utility District



South Tahoe Public Utility District

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BOARD AGENDA ITEM 6a

TO: Board of Directors

FROM: Chris Stanley, Field Operations Manager
Heidi Baugh, Purchasing Agent

MEETING DATE: March 7, 2024

ITEM – PROJECT NAME: REBID 2023 Asphalt Patching and Trench Paving Services

REQUESTED BOARD ACTION: (1) Approve the Proposal from G.B. General Engineering Contractor, Inc. for a services contract extended through the 2024 season; and 2) Award extended contract for services through the 2024 season in the approximate amount of \$529,322.50.

DISCUSSION: Underground Repair Water/Sewer Departments complete numerous water leaks, service tie-ins and sewer line repairs that require temporary patch repairs made to damaged or cut asphalt. When weather permits, a professional paving contractor must permanently repair these patches.

Staff advertised the REBID on March 10, 2023. Three (3) bids were received and opened through the District's electronic bidding system. The bids were reviewed by staff and G.B. General Engineering Contractor, Inc. (G.B.) was the lowest responsive, responsible bidder. At the end of last season, staff provided a change order for final quantities and costs for work completed for the 2023 season. The change order included extending the contract through the 2024 season if the District and G.B. could agree on pricing. In December 2023, G.B. submitted a proposal for pricing for the 2024 season explaining increases in the prevailing wage rate, liability insurance costs, and trucking costs. G.B. was unable to obtain asphalt prices at that time, although they anticipate asphalt pricing will remain the same, and they will honor the proposal pricing.

Total bid values are estimates based upon bid prices multiplied by an estimated number of patches of various sizes plus related work. The estimated factors are based on historical data together with new projections of work. Although the actual quantities and total may vary, unit prices will remain firm.

SCHEDULE: May 1 – October 31, 2024

COSTS: \$529,322.50

ACCOUNT NO: 2024.6052

BUDGETED AMOUNT AVAILABLE: \$167,384.02

ATTACHMENTS: Proposal for 2024 Work Spreadsheet

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

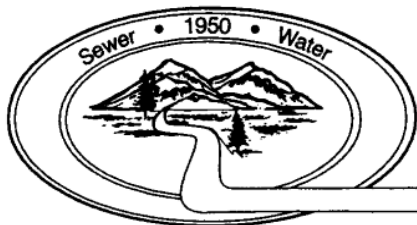
GENERAL MANAGER: YES AS NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

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PROPOSAL FOR 2024 WORK based on LY Bid Items 1-14 Quantities

Item#	Description	U/M	QNTY	2024 Proposal			2023 Rebid	
				Unit Price	Total Price	Increase over LY	Unit Price	Total Price
COUNTY ASPHALT PATCHES				G.B. Gen'l Engineering			G.B. General Engineering Contractor, Inc.	
1	Three-inch (3") thick Asphalt patches from 1 to 40 square feet	SF	40	\$ 20.00	\$ 800.00	8.108% increase	\$18.50	\$740.00
2	Three-inch (3") thick asphalt patches 41 to 100 square feet	SF	3600	\$ 12.00	\$ 43,200.00	9.09% increase	\$11.00	\$39,600.00
3	Three-inch (3") thick asphalt patches from 101 to 200 square feet	SF	8550	\$ 10.00	\$ 85,500.00	17.65% increase	\$8.50	\$72,675.00
4	Three-inch (3") thick asphalt patches from 201 to 500 square feet.	SF	13500	\$ 8.50	\$ 114,750.00	21.43% Increase	\$7.00	\$94,500.00
5	Three-inch (3") thick asphalt patches from 501 square feet and greater	SF	2585	\$ 8.50	\$ 21,972.50	21.43% increase	\$7.00	\$18,095.00
Subtotal:					\$ 266,222.50	18% increase		\$225,610.00
CITY ASPHALT PATCHES								
6	Four-inch (4") thick asphalt patches from 1-40 square feet	SF	1480	\$ 20.00	\$ 29,600.00	8.108% increase	\$18.50	\$27,380.00
7	Four-inch (4") thick asphalt patches from 41-80 square feet	SF	5980	\$ 14.25	\$ 85,215.00	14% increase	\$12.50	\$74,750.00
8	Four-inch (4") thick asphalt patches from 81-100 square feet	SF	2070	\$ 13.00	\$ 26,910.00	8.333% increase	\$12.00	\$24,840.00
9	Four-inch (4") thick asphalt patches from 101-200 square feet	SF	4950	\$ 9.00	\$ 44,550.00	12.5% increase	\$8.00	\$39,600.00
10	Four-inch (4") thick asphalt patches from 201 square feet and greater	SF	1450	\$ 8.50	\$ 12,325.00	13.33% increase	\$7.50	\$10,875.00
Subtotal:					\$ 198,600.00	11.9% increase		\$177,445.00
OTHER COSTS RELATED TO CITY & COUNTY PATCHES								
11	Two-inch (2") Mill and Overlay	SF	10000	\$ 4.75	\$ 47,500.00	58.33% increase	\$3.00	\$30,000.00
12	Curb & Gutter Replacement	LF	60	\$ 160.00	\$ 9,600.00	6.666% increase	\$150.00	\$9,000.00
13	Adjust G5 valve boxes to grade	EA	20	\$ 100.00	\$ 2,000.00	No increase	\$100.00	\$2,000.00
14	Flagger cost per person	HOURS	30	\$ 180.00	\$ 5,400.00	No increase	\$180.00	\$5,400.00
Subtotal:					\$ 64,500.00	39% increase		\$46,400.00
TOTAL:					\$ 529,322.50	17.77% increase		449,455.00



South Tahoe Public Utility District

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BOARD AGENDA ITEM 6b

TO: Board of Directors

FROM: Megan Colvey, Senior Engineer

MEETING DATE: March 7, 2024

ITEM – PROJECT NAME: Return Activated Sludge Pump Station Building Rehabilitation Project

REQUESTED BOARD ACTION: 1) Approve the proposed Scope of Work from Carollo Engineers, Inc. for Task Nos. 2.1a, 2.1b, 2.3, 2.4, and 5.2 associated with the Return Activated Sludge Pump Station Building Rehabilitation Project; and 2) Authorize the General Manager to execute Amendment B to Task Order No. 30 to the Master Services Agreement with Carollo Engineers, Inc. in the amount of \$606,006.

DISCUSSION: On September 7, 2023, the Board approved the proposed Scope of Work from Carollo Engineers, Inc. (Carollo) for engineering design services for the Return Activated Sludge (RAS) Pump Station Building Rehabilitation Project; and authorized the General Manager to execute Task Order No. 30 to the Master Services Agreement with Carollo for Task Nos. 1 and 5.1. Task Nos. 1 and 5.1 include data collection and review and Alternatives Analysis. On October 19, 2023, the Board approved Amendment A to Carollo's Task Order which authorized Task No. 2.2 Site Investigations.

Carollo submitted the Alternatives Analysis Technical Memorandum for District review on November 28, 2023, and presented the results during a collaborative workshop with District staff on December 19, 2023. The recommended RAS Pump Station Rehabilitation approach is to design and construct a new centralized pumping facility. This alternative had the lowest capital cost and the lowest present worth cost. A new centralized pump station design provides optimal operations and maintenance conditions for operators through pump redundancy and by housing all mechanical equipment indoors.

District staff recommends funding for Task Nos. 2.1, 2.3, 2.4, and 5.2 in the amount of \$606,006 for the development of a Final Alternative Selection Memorandum, the Basis of Design Report (30% design), 60% and 90% design documents. The detailed Scope for these tasks is included in the attached Exhibit A Scope of Work.

Authorization for final construction documents, bidding and construction support services will be requested from the Board along with the Authorization to Bid in Spring 2026. The current Sewer Ten-Year Plan has budgeted a total of \$3,558,000 for this

Capital Improvement Project; however, this budget is being updated based on the estimated capital costs for the recommended new centralized RAS Pump Station.

SCHEDULE: Design: January 2024 – December 2024, Bidding Services: Summer 2026

COSTS: \$606,006 (Task 2.1a, 2.1b, 2.3, 2.4 and 5.2)

ACCOUNT NO: 10.30.8479 (RASRHB); 10.30.8355; 10.30.8357; 10.30.8358

BUDGETED AMOUNT AVAILABLE: \$228,531 (FY 23/24)

ATTACHMENTS: Exhibit A Design Scope of Work

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

EXHIBIT A

AMENDMENT B TASK ORDER 30

Design Scope Of Work

For

Engineering Services for Design of the Return Activated Sludge (RAS) Pump Station Rehabilitation Project

Purpose

This scope of work includes professional engineering services for design of the RAS Pump Station Building Rehabilitation Project at the wastewater treatment plant (WWTP) owned and operated by the District.

An Alternatives Analysis was conducted and a new centralized RAS and WAS pumping station was selected as the preferred alternative. The original task order was based on the motor control centers (MCCs) being replaced within the existing RAS pump station (PS). STPUD has requested that the alternative incorporate a new MCC building instead of relocation of the MCC within the existing RAS PS. The following scope accounts for additional engineering services for design services of a new below grade centralized RAS/WAS PS along with a new above grade MCC building.

These services will encompass design from basis of design thru bidding services. The bid documents will be prepared for the District for the purpose of soliciting competitive bids for construction and executing a contract with the successful bidder.

Project design elements will include:

- An evaluation of a new version of the centralized pumping alternative with a new MCC building will be completed to aid in final selection of an alternative for rehabilitation. CONSULTANT will prepare a Final Alternative Selection Technical Memorandum (TM) to evaluate two alternatives for the rehabilitation of the existing RAS PS building under the new centralized pumping alternative with a new above grade MCC building:
 - Complete abandonment of the existing sludge PS with relocation of ancillary process equipment.
 - Seismically retrofitting the existing sludge PS to maintain use of existing ancillary process equipment in current location.
- Both the previously completed Alternatives Analysis and Final Alternative Selection TM will be documented in a basis of design report (BODR) and the preferred alternative will be implemented into the project final design. The analysis shall consider:
 - Operational flexibility as a key objective
 - Optimizing operation and maintenance for District staff. The current piping configuration makes it difficult for staff to perform maintenance on existing pumps, valves, and piping.
 - Overall process efficiency and construction sequencing constraints.
 - Approach to replacement of the RAS piping

- Seismic retrofit of the existing RAS Building. The District has set a goal to achieve a 100-year life for its facilities, with intermediate replacement of equipment. Findings from the structural condition assessment and Tier 1 Seismic Screening by others will be utilized to evaluate the feasibility of rehabilitating/retrofitting the existing RAS Building.
- Rehabilitate existing miscellaneous structures including the Mixed Liquor (ML) Splitter Box, Primary Clarifier Junction Box, and Aeration Basin Splitter Box structures. This shall include as needed concrete repair and replacement of equipment such as existing gates and supports. Additionally, the feasibility and options for eliminating these structures shall be evaluated during preliminary design.
- Replace existing electrical equipment in the RAS Building with new Motor Control Centers (MCC's) and variable frequency drives (VFDs) in a new MCC building.

The project schedule is dictated by the following:

- The District expects to apply for a FEMA Hazard Mitigation Grant and/or a California State Revolving Fund Clean Water loan for the construction of the RAS Building Rehabilitation project. Therefore, a 60-percent design package must be ready for inclusion in the grant application no later than June 30, 2024, and a 90-percent design package must be ready for inclusion with the loan application no later than December 1, 2024.
- Currently, the District's CIP plan has scheduled bidding to occur in June 2026, with a Notice to Proceed being issued in late August 2026.

Scope of Services

Task 2 – DESIGN

2.1a – Final Alternative Selection Memorandum

Consultant will prepare a Final Alternative Selection TM to evaluate a new version of the centralized pumping alternative with a new MCC building. CONSULTANT will evaluate two alternatives for the rehabilitation of the existing RAS PS building under the new MCC building alternative:

1. Complete abandonment of the existing sludge PS with relocation of ancillary process equipment.
2. Seismically retrofitting the existing sludge PS to maintain use of existing ancillary process equipment in current location.

2.1.1– Final Alternative Selection Workshop

CONSULTANT shall conduct a remote workshop to review TM on new MCC building and two alternatives for rehabilitating the existing RAS PS. The workshop will review the final two alternatives for the RAS PS building rehabilitation now that a new MCC building will be constructed. The final selection will be used to draft the BODR.

2.1b – Basis of Design Report (BODR)

CONSULTANT will prepare a BODR that will summarize the results of the RAS Pumping Alternatives Analysis, the Final Alternative Selection TM and the basis of design for recommended facility improvements. The BODR will include preliminary plans developed to approximately the 20 percent design stage, updated OPPCs, and updated construction schedules. The BODR will also include preliminary specifications for major equipment. The BODR will be submitted in a draft version prior to the Basis of Design Workshop and in final form after incorporation of comments received from the District during the Basis of Design Workshop.

2.2.1– Basis of Design Workshop CONSULTANT shall conduct a workshop with the District to review the Draft BODR and confirm the scope for final design of recommended facility improvements.

This meeting will include key project participants including the Project Manager, Project Engineer, Process Engineer and District staff. Electrical, Instrumentation and Structural engineers will call into the meeting as deemed necessary.

2.2 – Site Investigations (Previously authorized, no change)

2.3 – Prepare 60 Percent Design Documents

CONSULTANT shall develop and submit 60 percent design documents to the District for review. The 60 percent design shall include drawings, key technical specifications, an OPCC, and updated preliminary construction schedule.

2.3.1 – 60 Percent Design Review Workshop

A workshop will be held to review the 60 percent design submittal and receive comments to be incorporated into the 90 percent design submittal.

2.4 – Prepare 90 Percent Design Documents

CONSULTANT shall prepare and submit 90 percent design documents to the District for review. The 90 percent design shall include drawings, key technical specifications, an OPCC, and updated preliminary construction schedule.

2.4.1 – 90 Percent Design Review Workshop

A workshop will be held to review the 90 percent design submittal and receive comments to be incorporated into the final bid set.

Task 2 Assumptions:

- The design scope and associated fee estimate are based on the project elements identified in this scope of services. If the District modifies the project elements, an amendment of the scope of services and fee estimate will be prepared and submitted to the District for approval prior to proceeding.
- It is assumed the workshops will be held in person with the Project Manager and Project Engineer in attendance and discipline engineers if deemed necessary.
- Geotechnical assumptions include:

- CME will obtain a soil boring permit from the El Dorado County Environmental Management Division and a Hydrogeologic Permit from Tahoe Regional Planning Agency (TRPA).
- It is assumed with this proposal that there is access within the site for a two-wheel drive drill rig.
- Prior to exploration, CME will contact USA dig to determine the location of existing utilities. Additionally, CME will hand auger the upper 5 feet of the soil profile, as required by STPUD, to locate shallow utilities. CME will take every precaution to lower the risk of damaging underground structures; however, underground exploration is inherently risky as it is not possible to precisely locate all underground structures. Our fee is not substantial to compensate for damage or disruption of service and repair costs. If insufficient or incorrect data results in damage to underground structures, the cost for repair will be the responsibility of the District.

Task 2 Deliverables:

- Draft BODR (one electronic (PDF) file).
- Final BODR (one electronic (PDF) file).
- Draft and Final Geotechnical Report (one electronic (PDF) file).
- Sixty (60) percent drawings and specifications, in electronic PDF format only (no hard copies).
- Ninety (90) percent drawings and specifications, in electronic PDF format only (no hard copies).
- OPCC for 60 and 90 percent deliverables.
- Construction schedule.
- Agenda and meeting minutes for BODR, 60 and 90 Percent Design Review Workshops.

Task 3 – Bid Documents

3.1 – Prepare Bid Documents

Final documents suitable for bidding will be prepared as well as a final OPCC and construction schedule.

Task 3 Assumptions:

- The design scope and associated fee estimate are based on the project elements identified above.
- It is assumed that there will be an approximately 8 month gap in the schedule between the 90% submittal and Bid Set submittal. Documents shall confirm to the current codes at the time of bidding.
- District will print bid sets from electronic files provided by CONSULTANT.
- District will assume responsibility for all project permitting as necessary.
- District will assume responsibility for coordination with funding agencies.
- One trip will be required to perform condition assessments of existing equipment and facilities.

Task 3 Deliverables:

- Final design submittal, including electronic files suitable for the District to print final bid sets and editable AutoCAD, Word, and Excel files for record purposes (no hard copies).
- Final OPCC.

- Final construction schedule.

Task 4 – Bidding Services

4.1 – Attend Pre-bid Conference

CONSULTANT Project Manager will attend the pre-bid conference and assist with describing the project and answering general questions that do not require technical interpretation. CONSULTANT Project Manager will also attend a site walk with the bidders and District. Questions from bidders during the site walk will not be answered during the site walk, and bidders will be advised that only written questions from bidders will be answered, per Task 4.2.

4.2 – Answer Bid Questions and Prepare Addenda

CONSULTANT will answer bid questions directed to the CONSULTANT by the District and prepare addenda as required.

Task 4 Assumptions:

- District will advertise for bids and distribute bid documents and addenda.
- Up to 3 addenda will be issued.
- Analysis and resolution of bid protests, if required, is not included in this scope of services.
- Only one solicitation of bids is included in this scope of services.

Task 4 Deliverables:

- Addenda as required.

Task 5 – RAS, ML, PE Splitter Box Improvements

5.1 – Preliminary Design (Previously Authorized, no change)

5.2 thru 5.4 – Final Design, Bidding Documents, and Bidding Services

CONSULTANT shall prepare a 60 percent, 90 percent, and Bidding Documents for the improvements associated with miscellaneous structures including the RAS Splitter Box, ML Splitter Box, and PE Junction Structure and incorporate them into the overall set of contract documents. Additionally, CONSULTANT shall address bid period questions associated with these documents.

Task 5 Deliverables:

- 60 percent drawings and OPCC to be incorporated into set
- 90 percent drawings and OPCC to be incorporated into set
- Bid Set drawings and OPCC to be incorporated into set

Task 5 Assumptions:

- Drawings produced under this task shall be bid with other improvements included in this design as one construction contract.

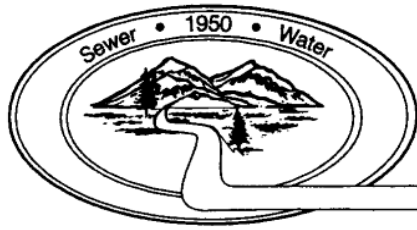
ESTIMATED ENGINEERING HOURS AND COSTS

South Tahoe Public Utility District
Engineering Services for RAS Pump Station Building Rehabilitation
Final Design



TASK												OTHER DIRECT COSTS			COST SUMMARY						
	S. Parker M. Zappone	R. Gutierrez	J. Warren	M. Hollenbaugh	E. Quiroz			E. Bahneman		D. Robinson											
	Principal- in-Charge QA/QC	Project Manager	Project Engineer	Architect	Staff Prof	Struct Engr	Electrical Engr	Instrument Engr	Senior CAD Tech	Graphics/ CAD Tech	Clerical Support	Subtotals		PECE			Sub- consultant Markup	Misc. Costs and Printing	Travel \$/mi		
	2024 Fee Schedule Column	\$362	\$342	\$274	\$274	\$223	\$323	\$323	\$323	\$323	\$233	\$167	\$149	Hours	Budget	\$14.00	Subconsultants	5.0%	\$0.655	Total ODCs	Total Cost
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
TASK 2 - DESIGN																					
2.1a Centralized RAS PS and MCC Building Evaluation TM	2	6	20	0	20	8	8	4	0	6	6	80	\$21,072	\$1,120	\$0	\$0	\$0	\$157	\$1,277	\$22,349	
2.1b Basis of Design Report	6	10	42	0	40	12	12	8	0	24	8	162	\$41,556	\$2,268	\$0	\$0	\$0	\$157	\$2,425	\$43,981	
2.3 60% Design Documents	14	33	110	20	249	67	78	80	113	338	70	1172	\$273,365	\$16,408	\$0	\$0	\$0	\$157	\$16,565	\$289,930	
2.4 90% Design Documents	11	26	89	16	199	54	62	64	90	271	56	939	\$219,020	\$13,143	\$0	\$0	\$0	\$157	\$13,300	\$232,320	
Task 2 Hours	33	75	261	36	508	141	160	156	203	639	140	2353									
Task 2 Budget	\$12,018	\$25,787	\$71,569	\$9,864	\$113,329	\$45,414	\$51,809	\$50,388	\$47,287	\$106,688	\$20,860			\$555,013	\$32,939	\$0	\$0	\$0	\$628	\$33,567	\$588,580
TASK 3 - CONSTRUCTION DOCUMENTS																					
3.1 Prepare Bidding Documents and Cost Estimate	3	7	21	4	50	13	16	16	23	68	14	233	\$54,344	\$3,262	\$0	\$0	\$150	\$0	\$3,412	\$57,756	
Task 3 Hours	3	7	21	0	50	13	16	16	23	68	14	233									
Task 3 Budget	\$1,014	\$2,257	\$5,699	\$0	\$11,105	\$4,328	\$5,039	\$5,168	\$5,254	\$11,298	\$2,086			\$54,344	\$3,262	\$0	\$0	\$150	\$0	\$3,412	\$57,756
TASK 4 - BIDDING SERVICES																					
4.1 Attend pre-bid conference	0	4	0	0	0	0	0	0	0	0	0	4	\$1,368	\$56	\$0	\$0	\$0	\$66	\$122	\$1,490	
4.2 Answer Bid Questions and Prepare Addenda	0	4	13	4	16	8	8	4	4	0	4	65	\$17,582	\$910	\$0	\$0	\$0	\$0	\$910	\$18,492	
Task 4 Hours	0	8	13	4	16	8	8	4	4	0	4	69									
Task 4 Budget	\$0	\$2,736	\$3,562	\$1,096	\$3,568	\$2,584	\$2,584	\$1,292	\$932	\$0	\$596			\$18,950	\$966	\$0	\$0	\$0	\$66	\$1,032	\$19,982
TASK 5 - ML, RAS, PE SPLITTER BOX IMPROVEMENTS																					
5.2 Final Design	1	1	6	0	10	12	0	0	10	30	4	74	\$16,390	\$1,036	\$0	\$0	\$0	\$0	\$1,036	\$17,426	
5.3 Bidding Documents	1	1	4	0	8	10	0	0	3	9	2	38	\$9,314	\$532	\$0	\$0	\$0	\$0	\$532	\$9,846	
5.4 Bidding Services	1	1	2	0	2	2	0	0	0	0	0	8	\$2,344	\$112	\$0	\$0	\$0	\$0	\$112	\$2,456	
Task 5 Hours	3	3	12	0	20	24	0	0	13	39	6	120									
Task 5 Budget	\$1,086	\$1,026	\$3,288	\$0	\$4,460	\$7,752	\$0	\$0	\$3,029	\$6,513	\$894			\$28,048	\$1,680	\$0	\$0	\$0	\$0	\$1,680	\$29,728
Tasks 2-5 Total Hours	39	93	307	40	594	186	184	176	243	746	164	2775									
Tasks 2-5 Total Budget	\$14,118	\$31,806	\$84,118	\$10,960	\$132,462	\$60,078	\$59,432	\$56,848	\$56,502	\$124,499	\$24,436			\$656,355	\$38,847	\$0	\$0	\$150	\$694	\$39,691	\$696,046

General Manager
Paul Hughes



South Tahoe Public Utility District

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline

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BOARD AGENDA ITEM 6c

TO: Board of Directors

FROM: Mark Seelos, Water Resources Manager

MEETING DATE: March 7, 2024

ITEM – PROJECT NAME: AI Tahoe/Bayview Backup Power and AI Tahoe Well Rehabilitation

REQUESTED BOARD ACTION: (1) Approve the attached Scope of Work for design and bidding services related to the AI Tahoe/Bayview Backup Power and AI Tahoe Well Rehabilitation Project; and (2) Authorize the General Manager to execute an Amendment to Task Order No. 14C with Kennedy Jenks Consultants in an amount to be determined on or before March 6, 2024.

DISCUSSION: In 2021, the District submitted an application to the Federal Emergency Management Agency (FEMA) DR-4558 Hazard Mitigation Grant Program requesting \$1.27 million to design and construct a stationary emergency generator and backup power conveyance system for AI Tahoe and Bayview Wells. Since 2022, the District has been working with Kennedy Jenks under Task Order No. 14 for the design of the AI Tahoe/Bayview Backup Power and AI Tahoe Well Rehabilitation Project (Project). The Project was taken to 90% design and was scheduled to bid in March 2024. In December 2023, the District was notified by California Office of Emergency Services (CalOES) that its grant application was waitlisted for funding. Commencing any work on components of the Project included in the FEMA application would disqualify the District's application.

Staff conducted an analysis of four alternatives for moving the project forward:

1. Implement the Project as designed, with advertisement to bid in April 2024 (Original Project).
2. Implement the project as designed, with advertisement to bid in April 2025 (Delayed Project).
3. Separate the Project into two phases, with Phase 1 containing items not included in the FEMA application and Phase 2 containing FEMA-funded work (Phased Project).

4. Redesign the project to replace the permanent 500 kW generator at Al Tahoe Well with a portable generator that can be used at both sites (Portable Generator Project).

A memorandum describing the results of the alternatives analysis is included as an attachment. The General Manager directed staff to move forward with the Portable Generator Project.

The proposed amendment to Task Order No. 14C with Kennedy Jenks includes (1) revising the 90% plan set to reflect modifications required for the Portable Generator Project, (2) preparation of construction and bid documents, and (3) bid support services for the Portable Generator Project.

SCHEDULE: 2/1/2024 – 5/1/2024

COSTS: Cost Proposal to be provided prior to and at the Board meeting.

ACCOUNT NO: 20.30.8371/ATWRHB, 20.30.8372/ATWPWR

BUDGETED AMOUNT AVAILABLE: \$407,355.22

ATTACHMENTS: (1) Alternatives Analysis Memo; (2) Kennedy Jenks Draft Revised Proposal; (3) Scope of Work and Cost Proposal to be provided prior to and at the Board meeting

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AS NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____



Memorandum

Date: February 15, 2024

To: Paul Hughes

CC: Julie Ryan, Steve Caswell, Jared Aschenbach, Jeremy Rutherford, Cliff Barlett, Donielle Morse

From: Mark Seelos

Subject: Alternatives Analysis for Al Tahoe/Bayview Well Backup Power Project

Background

In 2021, the District submitted an application to the FEMA DR-4558 Hazard Mitigation Grant Program requesting \$1.27 million to design and construct an emergency generator and backup power conveyance system for Al Tahoe and Bayview wells. Since 2022, the District has been working with Kennedy Jenks under Task Order 14 for the design of the Al Tahoe/Bayview Backup Power and Al Tahoe Well Rehab Project (Project). The Project was taken to 90% design and was scheduled to bid in March 2024. In December 2023, the District was notified by CalOES that its grant application was waitlisted for funding. Commencing any work on components of the Project included in the FEMA application would disqualify the District's application.

This memorandum provides an analysis of four potential project strategies moving forward:

1. Implement the Project as designed, with advertisement to bid in April 2024 (Original Project).
2. Implement the project as designed, with advertisement to bid in April 2025 (Delayed Project).
3. Separate the Project into two phases, with Phase 1 containing items not included in the FEMA application and Phase 2 containing FEMA-funded work (Phased Project).
4. Redesign the project to replace the permanent 500 kW generator at Al Tahoe Well with a portable generator that can be used at both sites (Portable Generator Project).

Project Descriptions

Original Project

The Original Project was scheduled to bid in April 2024. Permanent backup power at Al Tahoe and Bayview Wells would be provided by a single stationary 480 V, 500 kW diesel generator located at Al Tahoe Well. The generator would be fueled by a 6,000-gallon diesel tank located on site, relocated from the Luther Pass Pump Station. Generator power would be provided to Al Tahoe Well via a manual transfer switch (MTS) located inside the wellhouse. Generator power could be transferred to Bayview via a 500 kVA step-up transformer and underground duct bank approximately half a mile in length.

The aged switchgear at Al Tahoe Well would be replaced with a new service entrance Motor Control Center (MCC). The aging variable frequency drive (VFD) at Al Tahoe would be replaced, and a Reduced-Voltage Soft Start (RVSS) would be installed. Small (50 kW) generators would be installed at both sites for SCADA communications, lights, ventilation, receptacles, and heaters. Instrumentation and control upgrades would be made at both sites.

Al Tahoe Well would be rehabilitated. The aging right angle drive would be removed. The well would be mechanically and chemically cleaned. The vertical turbine well motor and pump would be replaced. The aging discharge manifold would be upgraded to add functionality.

Delayed Project

The scope of work of the Delayed Project would be identical to the Original Project, but the schedule would be delayed by one year. Costs of the Delayed Project were estimated using a 3% escalation on the Original Project.

Phased Project

The purpose of the Phased Project is to begin work on the portions of the Original Project that were not included in the FEMA proposal, moving the project forward while buying additional time to receive the award. The 90% Plan Set for the original project would be separated into "95%" designs for two phases. The two phases would be bid separately in 2024 and 2025, respectively. Phase 1 would begin with site work and the installation of an MTS pad at Bayview Well. A rental generator, transformer, and manual transfer switch would be used to provide emergency standby power to Bayview Well while Al Tahoe Well is taken out of service for mechanical improvements and well maintenance. Phase 2 would involve civil, structural, and electrical improvements at Al Tahoe Well and installation of the duct bank as described for the Original Project.

Portable Generator Project

The Portable Generator Project would replace the permanent diesel generator at Al Tahoe Well with a portable 480 V, 500 kW generator that could be used to provide emergency power at either site. This would preclude the need for the permanent generator at Al Tahoe and the duct bank connecting the two sites. The portable generator would be transported to the desired well site when needed and parked in the dirt lot behind Al Tahoe Well or the driveway at Bayview Well. The 6,000-gallon diesel tank would be installed at Al Tahoe Well for increased operational capacity beyond the internal tank of the portable generator. The transformer intended to be installed at Al Tahoe under the Original Project would be installed at Bayview Well, and MTSs would be installed at both sites. Mechanical, electrical, and civil upgrades would be made as described for the Original Project. Civil improvements could be excluded as a cost-saving measure.

Cost Estimates

Project costs for the four alternatives were estimated using the cost estimate for the Original Project (Kennedy Jenks), the cost proposal for project phasing (Kennedy Jenks), and quotes obtained for electrical components and rental equipment. Cost estimates for the four alternatives are given below. Detailed estimates are provided in the attached Excel spreadsheet (ATWPWR_AlternativeBudgets).

Alternative	Design/Permitting	Construction	Rentals	Total
Original Project	\$735,327	\$5,181,381	\$90,331	\$6,007,039
Delayed Project	\$738,342	\$5,336,822	\$93,041	\$6,168,205
Phased Project	\$1,186,900	\$5,251,504	\$259,405	\$6,697,809
Portable Generator	\$799,703	\$3,229,712	\$22,680	\$4,052,095

Construction costs are similar for the Original, Delayed, and Phased projects. The major cost increase in the Phased Project comes from additional design and permitting work required to split the 90% plan set (appx. \$300k) and a second bid process, which necessitates additional construction documents and bid support.

The Portable Generator alternative includes additional design work (estimated \$100k) that is expected to be much simpler to complete than the Phased Project. Permitting and administrative costs are expected to be reduced due to the lower complexity of the project. Construction costs would be reduced by approximately \$2 million, largely due to the omission of the duct bank, generator pads, and lower cost of electrical improvements.

Project Timelines

Generalized estimated project timelines are shown below. Detailed project timelines are provided in the attached Excel spreadsheet (ATWPWR_AlternativeSchedules).

Alternative	2024				2025				2026				2027				2028							
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Original Project																								
<i>Planning</i>	■																							
<i>Construction</i>		■																						
Delayed Project																								
<i>Planning</i>					■																			
<i>Construction</i>					■																			
Phased Project																								
<i>Planning</i>	■								■															
<i>Construction</i>		■																						
Portable Generator																								
<i>Planning</i>	■																							
<i>Construction</i>		■																						

The Phased Project would take almost as long as the Delayed Project due to long lead time items that could not be purchased until the FEMA award is made. The Portable Generator option would likely have the shortest project timeline due to its lower complexity. However, the procurement of a step-up transformer (estimated 100-week lead time) is a limiting factor for timely completion of all four alternatives.

Project Benefits

To evaluate the potential benefits of each project Alternative, six factors were considered:

1. Project Cost (Described Above)
2. Project Timeline (Described Above)
3. Reliability of Backup Power
4. Project Impacts
5. Ongoing Maintenance and Cost of Ownership
6. Permitting Complexity

An evaluation of the four projects relative to each other is given in the table below.

	Original	Delayed	Phased	Portable
Project Cost*	\$\$\$	\$\$\$	\$\$\$\$	\$\$
Completion	2026	2027	2027	2026
Reliability	High	High	High	Medium
Impacts	Moderate	Moderate	Moderate	Low
Maintenance	Moderate	Moderate	Moderate	Low
Permitting	Moderate	Moderate	Moderate	Low

A detailed discussion of the opportunities and risks of each project alternative is given below.

Original Project

Opportunities

- Reliable (permanent) backup power source.
- Expedited timeline limits system vulnerability in the event of a fire, public safety power shutoff (PSPS), or outage.
- Long lead time items can be ordered at once.
- No modification to the existing plan set saves design and administration costs.
- Expedited timeline minimizes price increases due to inflation.

Challenges

- Not eligible for FEMA funding.

Delayed Project

Opportunities

- Reliable (permanent) backup power source.
- No modification to existing plan set saves design and administration costs.
- Potential for \$1.27 million or more in FEMA funding.

Challenges

- FEMA funding timeline is not guaranteed.
- FEMA may not accept modified scope of work as justification for increasing the award amount.
- Project delay leaves us vulnerable in the event of a fire, public safety power shutoff (PSPS), or outage.
- Increased project costs due to inflation.

Phased Project

Opportunities

- Reliable (permanent) backup power source.
- Allows us to move the project forward without jeopardizing the potential for \$1.27 million or more in FEMA funding.

Challenges

- Increased costs associated with additional design and two bid cycles.
- Relatively high reliance on rented equipment.

Portable Generator Project

Opportunities

- Fastest option
- Lowest cost by approximately \$2 million.
- On-site storage at Al Tahoe serves same function as stationary generator.
- Potentially modular to other wells and pump stations.
- Relatively low construction impact.
- Relatively low site impacts
- Permitting may be expedited through CEQA Categorical Exemption.

Challenges

- Portable option may present challenges for transportation during fire or inclement weather.
- Not eligible for FEMA funding.
- Additional design costs.
- Access constraints at Bayview Well during generator operation.
- Noise concerns at Bayview Well during operation.

I am looking forward to discussing these options with the project team at our meeting on February 21.

Sincerely,



Mark Seelos
Water Resources Manager

Attachments:

- (1) Alternative Project Cost Estimates (ATWPWR_AlternativeBudgets)
- (2) Alternative Project Timelines (ATWPWR_AlternativeSchedules)



26 February 2024

Mark Seelos
Water Resources Manager
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, California 96150

Subject: DRAFT Revised Proposal to Provide Additional Engineering Services for the AI Tahoe Well Rehabilitation and AI Tahoe/Bayview Emergency Power Project

Dear Mr. Seelos:

Per discussions on 14 December 2023 during the 90% Submittal meeting and on 23 February 2024, the South Tahoe Public Utility District's (District) application for Federal Emergency Management Agency (FEMA) funding for the emergency back-up power has been waitlisted, therefore the District has changed their approach for back-up power at the AI Tahoe and Bayview well sites. Attached is a scope of work, budget, and schedule to provide additional engineering services for the South Tahoe Public Utility District (District) AI Tahoe Well rehabilitation and AI Tahoe/Bayview emergency power project.

This attachment serves to document additional scope items including:

- Additional design scope items incurred as part of the 90% submittal delivered in December 2023 as well as additional environmental support items.
- Providing 95% design submittal, construction documents and bid services that include consideration of District comments on the 90% design submittal and changes to approach for back-up power.

We appreciate the opportunity to provide further services to the District. If you have any questions regarding our proposal, please contact Sachi at 650-852-2817 or Josh Diebert at 559-349-3063.

Very truly yours,
Kennedy/Jenks Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'Sachiko Itagaki'.

Sachiko Itagaki, P.E.
Principal-in-Charge

A handwritten signature in blue ink, appearing to read 'Spencer T. Archer'.

Spencer T. Archer, P.E., BCEE
Project Manager

Attachment A: Tasks and Deliverables
Attachment B: Labor Effort and Fee Estimate Table

ATTACHMENT A: TASKS AND DELIVERABLES

This attachment serves to document additional scope items that have arisen during the preparation of the 90% submittal for Task 1 Project Management, Tasks 3.5 and 7, as well as comments and design approach changes requested by the District to be included in the 95% design submittal, construction documents and draft environmental documents submitted at 90%.

A 95% design submittal, construction documents and bid support services will be provided with an anticipated advertisement to bidders in summer 2024. Procurement of the Bayview step-up transformer is on the project's critical path and expected to have a 100-week fabrication lead time. Additional effort to revise environmental document/compliance permits to align with 95% design scope is also included.

Task 1 – Project Management

As scope items have been added, additional project management is requested for these additional items for both internal coordination as well as for quality assurance/quality control review.

1.1 Management

KJ will provide project management services for the additional scope of work, including general task management, invoicing, activity coordination, schedule management, and subcontractor management through July 2024. In addition to task specific meetings, KJ will organize and attend bi-weekly check in calls as requested by the District on project progress during Task 4 & 5.

1.2 Quality Assurance/Quality Control (QA/QC)

KJ will prepare and implement a quality assurance and quality control (QA/QC) plan and perform a review of all Task 4 deliverables prior to delivery in accordance with the plan. The internal reviews will focus on completeness, consistency, thoroughness, and conformance to the scope of services.

Budget has been divided for the following activities:

- Additional project management for one year longer than budgeted in the original proposal to prepare 90% Deliverable which included coordination calls with District operations and maintenance staff, internal coordination, project progress calls, and invoicing and additional QA/QC effort by all disciplines for the 60% design progress submittal,
- 95% Design submittal,
- Construction Documents and Bid Services.

Environmental/Compliance submittal. Task 2 – Data Collection, Review and Analysis

2.1 Kickoff Meeting - complete

2.2 Data Collection & Review - complete

2.3 Alternatives Analysis - complete

2.4 Task 2 Optional Services - budget has been reallocated.

Task 3 – 90% Design Submittal

The additional effort for this task is described in the subtasks below:

3.1 Topographic Surveying and Mapping - complete

3.2 Geotechnical Analysis – complete

3.3 Design Memorandum - complete

3.4 90% Design - complete

3.4.1 Design Development – complete

3.4.2 Design Review Meeting - complete

3.5 Environmental Documentation/Compliance – Additional Scope

Since Task Order 14B in February 2023, additional effort was requested by the District to prepare a cultural resources report with an archaeologist's evaluation and biological resources amendment for the AI Tahoe/Bayview sites and duct bank in between the two sites to support the environmental documents. These services were provided by specialty subconsultants that had prepared previous documents for the District. Further analysis was requested by the District for pre-and post-construction land coverage at all three project sites for Tahoe Regional Planning Agency (TRPA) requirements.

Task 3 Deliverable(s)

Electronic only (pdf) unless specified below:

- Cultural resources report,
- Biological resources amendment.

Task 4 – 95% Design, Construction Documents and Environmental Documentation/Compliance

Task 4 includes 95% design submittal, construction documents and updates to environmental documents/compliance permit applications to reflect the revised scope of design.

4A 95% Design

This task includes:

- Addressing District's 90% submittal comments and changes to scope of design such as the portable generator and relocating the transformer to the Bayview site with the associated design changes for electrical, instrumentation and controls, mechanical, structural and site infrastructure; removing duct bank between sites; water efficiency upgrades, demolition of AI Tahoe Well #1; and security and communication improvements,

- Workshop with District and up to 3 KJ technical staff to discuss how to implement the Carollo Communications Study result at Al Tahoe and Bayview well sites.
- Advance plans and specifications to a 95% deliverable,
- Updating technical specifications to reflect portable generator, security measures, and water efficiency upgrades,
- Reviewing and incorporating District front-end (Division 0 and 1) specifications,
- Client review meeting (virtual) for 95% submittal.

4B Construction Documents

This task includes:

- Incorporating District comments on 95% design drawings and specifications,
- Updated opinion of probable construction costs,
- District review meeting (virtual) for construction documents.

4C Environmental Documentation/Compliance

This task includes:

- Updating Mitigated Negative Declaration (MND)/TRPA Initial Environmental Checklist (IEC) form and supporting documentation prepared under the previous task order for the design scope change of a portable generator and moving of the transformer to the Bayview site, the addition of 6,000 gallons of fuel storage at LPPS and associated changes to land coverage,
- Update land coverage calculations at Al Tahoe, Bayview and LPPS,
- Support TRPA Public Service Applications with design and land-coverage related content for Al Tahoe, Bayview and LPPS improvements.

Task 4 Deliverable(s)

- 95% Drawings and Technical and Front End Specifications in pdf,
- Final Contract Drawings, sealed and signed,
 - 22"x34" (full size pdf)
 - 11"x17" (half size/half scale pdf)
 - DWG, 2019 version (Autocad/Civil 3D)
- Final Contract Specifications, sealed and signed,
 - PDF, DOCX (MS Word)
- Opinion of Probable Construction Cost (Class 2),
 - PDF, XLSX (MS Excel)
- Updated MND/TRPA Environmental Document with IEC form for Al Tahoe, Bayview and LPPS with updated land coverage calculations,
- Design and coverage-related content to support TRPA Public Service Applications.

Task 3 and 4 Assumptions

1. A single bid package is assumed for Al Tahoe Well Rehab and Bayview Backup Power,
2. No additional archaeological/cultural resources/biological studies are required for LPPS,
3. Each deliverable will receive one round of consolidated District comments for response and update in the following deliverable. The District will review deliverables in a timely manner (approximately 10 working days),
4. District will print and submit environmental and compliance documents/permits, as necessary to TRPA, State Clearinghouse and other relevant agencies,
5. Project related public outreach, rights of entry/access, easements (temporary construction and permanent) and permitting will be performed by the District.

Task 5 – Bidding Services

Bidding services include:

- Attending a pre-bid conference and job walk,
- Written responses to 3 (three) bidders' questions, effort required for additional bidders' questions can be tracked,
- Preparing 1 (one) addenda during the bid period to clarify design documents,
- Evaluating bid results for the three (3) lowest construction bid packages,
- Prepare conformed set of construction documents based on changes made via the addendum and incorporate executed contract documentation.

Task 5 Deliverable(s)

Electronic only (pdf) unless specified below:

- Meeting notes from pre-bid conference,
- Responses to questions (Distribution by District),
- One addendum (Distribution by District),
- Recommendation of Award,
- Conformed drawings and specifications.

Task 5 Assumptions

1. District will print the Contract Document Bid Sets and distribute to prospective bidders.

Task 6 – Optional Services

Optional services are not included in this proposal, but could be provided upon request for services such as:

- Pre-procurement documents for long-lead time items,
- Engineer Services During Construction,
- Air Board Generator Permit Support,
- City of SLT Building/Planning Permit Support,

- Liberty Utilities Application Coordination,
- Al Tahoe Well Inspection - Video/Cleaning,
- Additional archaeological/cultural resources/biological studies if required for LPPS,
- Acoustic Analysis.

Task 7 – Luther Pass Pump Station Fuel Tank Replacement Design

In Task Order 14B, KJ was originally scoped to prepare 90% design drawings and specifications to upsize the 6,000-gallon fuel tank at the Luther Pass Pump Station (LPPS) to a 12,000-gallon fuel tank and improve the retaining wall as necessary to accommodate the increased tank size. Since the issuance of the Task Order, an analysis of a temporary fuel storage system was conducted at the request of the District. This information will be incorporated into Task 7.1 LPPS Fuel Tank Design Memorandum, that is under preparation.

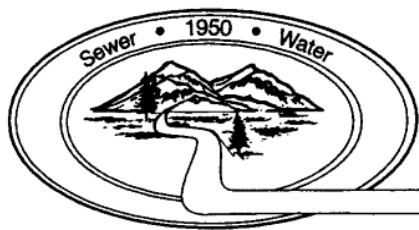
There is no change to the remainder of Task 7 authorized under TO 14B.

Task 7 Assumptions:

1. No additional survey.
2. Geotechnical assumptions will be based on design parameters used in the 2007 Luther Pass Pump Station Generator design.
3. KJ estimated workshops with the District to review information would last up to 2 hours with key staff in attendance both in-person and virtually.
4. Each draft deliverable will receive one round of consolidated District comments for response and update in the final draft. The District will review deliverables in a timely manner (approximately 10 working days).

Task 8: Al Tahoe Battery Backup Evaluation; no change from February 2023 authorization.

General Manager
Paul Hughes



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 6d

TO: Board of Directors

FROM: Andrea Salazar, Chief Financial Officer

MEETING DATE: March 7, 2024

ITEM – PROJECT NAME: Waterline Upgrades and Improvement Project Install Sale Agreement

REQUESTED BOARD ACTION: Approve Resolution No. 3268-24, the Installment Sale Agreement Resolution of the Board of Directors of the South Tahoe Public Utility District for the Waterline Upgrades and Improvement Project.

DISCUSSION: District staff has been working with the State Water Resources Control Board in an effort to access a State Revolving Fund loan to finance the Waterline Upgrades and Improvement Project. Resolution No. 3268-24 approves the Installment Sale Agreement in an amount not to exceed \$7,500,000 which is the current budgeted amount of the project. The loan includes a term of 30 years at an anticipated interest rate below 2.3%. The Project is dependent on this funding source and the associated annual debt service payment is built into the District's long range financial forecast. A copy of the Installment Sale Agreement is available to view in the office of the District Executive Services Manager.

SCHEDULE: Agreement executed upon Board approval of Resolution No. 3268-24.

COSTS: Estimated annual debt service payment is \$346,320. The final amount will not be known until the project is complete.

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3268-24; South Tahoe Public Utility District Draft Funding Agreement

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

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RESOLUTION NO. 3268-24

**INSTALLMENT SALE AGREEMENT RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT
FOR THE WATERLINE UPGRADES AND IMPROVEMENT PROJECT**

WHEREAS, the South Tahoe Public Utility District (the "District") desires to finance the costs of the Waterline Upgrades and Improvement Project (the "Project");

WHEREAS, the District intends to finance the construction and/or reconstruction of the Project or portions of the Project with funds provided by the State of California, acting by and through the State Water Resources Control Board (the "State Water Board") through the execution of an agreement currently entitled "Construction Installment Sale Agreement, Waterline Upgrades and Improvement Project, Project No. 0910002-030C" by and between the District and the State Water Board;

WHEREAS, pursuant to Government Code Section 5852.1, certain information relating to the Installment Sale Agreement is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public;

WHEREAS, the Board of Directors has duly considered the Installment Sale Agreement and the transaction represented thereby, and wishes at this time to approve this transaction in the public interests of the District;

THEREFORE, BE IT RESOLVED by the Board of Directors of the South Tahoe Public Utility District, as follows:

The District is hereby authorized to issue indebtedness for the District in accordance with the Installment Sale Agreement. The Board of Directors hereby approves the Installment Sale Agreement in substantially the form on file with the Secretary of the Board, and authorizes the General Manager or the Chief Financial Officer or their designee to execute the Installment Sale Agreement in such form, together with such additions or changes as are approved by the member of the Board executing the Installment Sale Agreement, the General Manager or the Chief Financial Officer, after consultation with counsel, provided that (a) the principal amount represented thereby may not exceed \$7,500,000, and (b) the annual interest rate represented thereby may not exceed 2.30%.

Each officer of the District is hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful execution and performance of the Installment Sale Agreement in accordance with this resolution. All actions previously taken by the officers of the District in furtherance of this resolution are hereby ratified and confirmed.

1 **WE, THE UNDERSIGNED**, do hereby certify that the above and foregoing
2 Resolution No. 3268-24 was duly adopted and passed by the Board of Directors of the
3 South Tahoe Public Utility District at a regularly scheduled meeting held on the 7th day
4 of March, 2024, by the following vote:

5 AYES:
6 NOES:
7 ABSENT:

David Peterson, Board President
South Tahoe Public Utility District

8 ATTEST:

9
10 _____
11 Melonie Guttry, Executive Services Manager/
12 Clerk of the Board

Type text here

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EXHIBIT A
Government Code Section 5852.1 Disclosure

The good faith estimates set forth herein are provided with respect to the Installment Sale Agreement in accordance with California Government Code Section 5852.1. Such good faith estimates have been prepared by the District.

(A) True interest cost of the Installment Sale Agreement: 2.30%

(B) Finance charge related to the execution and delivery of the Installment Sale Agreement (sum of all costs of issuance and fees/charges paid to third parties): \$10,000.

(C) Net proceeds to be received (net of finance charges): \$7,490,000

(D) Total payment amount through maturity: \$10,465,358

DRAFT DATED: 12/21/2023



DRINKING WATER

SOUTH TAHOE PUBLIC UTILITIES DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



CONSTRUCTION
INSTALLMENT SALE AGREEMENT

PROJECT NO. 0910002-030C
WATERLINE UPGRADES AND IMPROVEMENT PROJECT

AGREEMENT NO. []

PROJECT FUNDING AMOUNT: \$
ESTIMATED REASONABLE PROJECT COST: \$

ELIGIBLE WORK START DATE: _____
ELIGIBLE CONSTRUCTION START DATE: _____
COMPLETION OF CONSTRUCTION DATE: _____
FINAL REIMBURSEMENT REQUEST DATE: _____
FINAL PAYMENT DATE: _____
RECORDS RETENTION END DATE: _____

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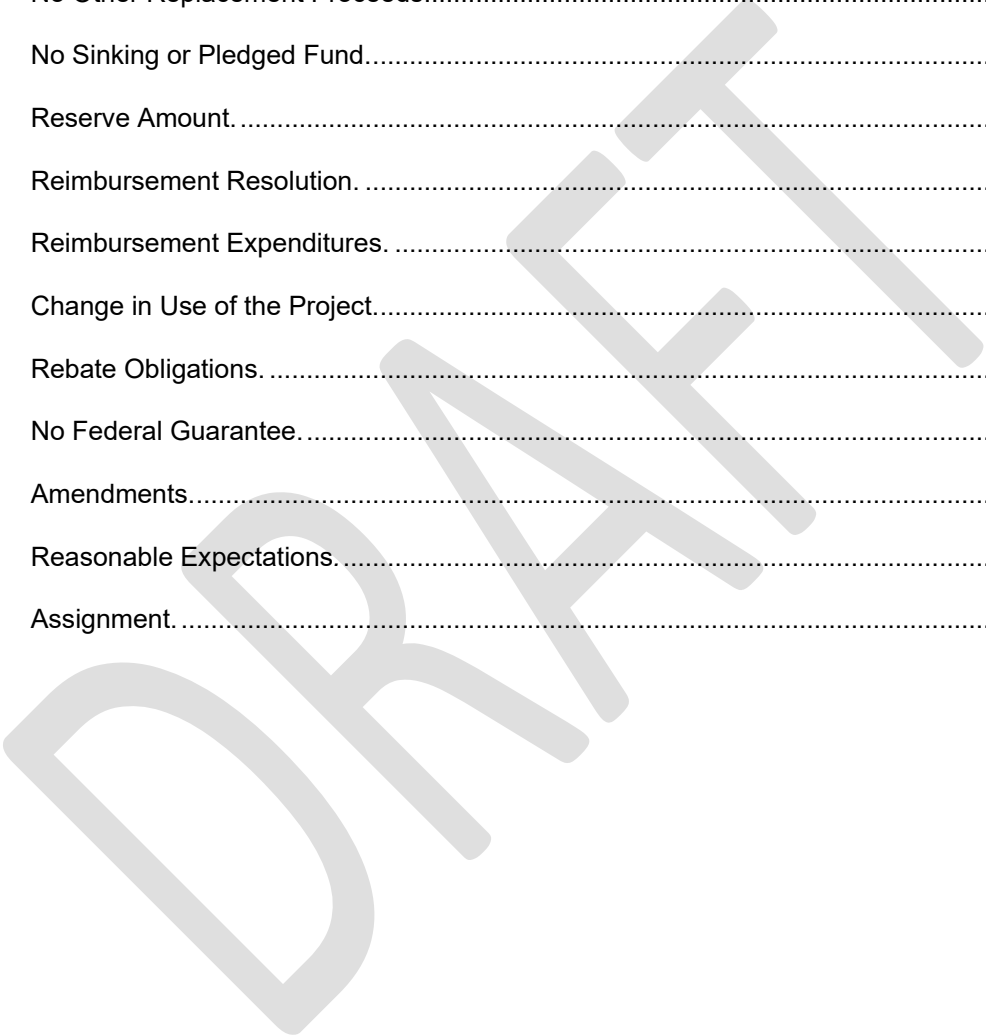
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AGREEMENT

1. AUTHORITY.

- (a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 116760 et seq. of the Health and Safety Code, and Resolution Nos. 2019-0065 and 2023-0021.
- (b) The Recipient is authorized to enter into this Installment Sale Agreement (Agreement) pursuant to Resolution No. _____.

2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the drinking water construction Project according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay all of the financial assistance to the State Water Board.
- (c) The Recipient intends to evidence its obligation to submit Payments to the State Water Board and secure its obligation with Net Revenues of its water enterprise, as set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.
- (d) The Recipient intends to certify and evidence its compliance with the Tax Covenants set forth in Exhibit F.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement by both parties without further action on the part of the Recipient or the State Water Board.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
- i. The Recipient must deliver to the Division a resolution authorizing this Agreement.
 - ii. The Recipient must deliver an opinion of bond counsel and general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.

(c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Final Payment Date.

(d) This Agreement includes the following exhibits and attachments thereto:

- i. EXHIBIT A – SCOPE OF WORK
- ii. EXHIBIT B – FUNDING TERMS
- iii. EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS
- iv. EXHIBIT D – SPECIAL CONDITIONS
- v. EXHIBIT E – PAYMENT SCHEDULE
- vi. EXHIBIT F – TAX CERTIFICATE

(e) This Agreement includes the following documents incorporated by reference, as well as any documents incorporated by reference in Exhibit D:

- i. the Final Plans & Specifications, dated _____, which are the basis for the construction contract to be awarded by the Recipient;
- ii. the Drinking Water System Permit No. _____, and any amendments thereto;
- iii. the Recipient’s Reimbursement Resolution No. _____ dated _____;
- iv. the Recipient’s Tax Questionnaire dated _____.
- v. the Davis-Bacon requirements found at:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/2023/2023-dwsrf-governmental-entities-public.pdf

(f) This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

4. PARTY CONTACTS

State Water Board		South Tahoe Public Utilities District	
Section:	Division of Financial Assistance		
Name:	xxxx, Project Manager	Name:	Title
Address:	1001 I Street, Floor	Address:	
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	
Phone:	(916)	Phone:	
Fax:	(916)	Fax:	
Email:	[PMemail]@waterboards.ca.gov [programemail@waterboards.ca.gov]	Email:	

The Recipient may change its contact upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient’s Authorized Representative. The State Water Board will notify the Recipient of any changes to its contact.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division’s Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bond Funded Portion of the Project Funds" means any portion of the Project Funds which was or will be funded with Bond Proceeds.

"Bond Proceeds" means original proceeds, investment proceeds, and replacement proceeds of Bonds.

"Bonds" means any series of bonds issued by the Bank, the interest on which is excluded from gross income for federal tax purposes, all or a portion of the proceeds of which have been, are, or will be applied by the State Water Board to fund all or any portion of the Project Costs or that are secured in whole or in part by Payments paid hereunder.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit E.

"Code" as used in Exhibit F of this Agreement means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Debt Service" means, as of any date, with respect to outstanding System Obligations and, in the case of the additional debt tests in Exhibit B of this Agreement, any System Obligations that are proposed to be outstanding, the aggregate amount of principal and interest scheduled to become due (either at maturity or by mandatory redemption), together with any Charge In Lieu of Interest on this Obligation or other System Obligations to the State Water Board, calculated with the following assumptions:

a. Principal payments (unless a different subdivision of this definition applies for purposes of determining principal maturities or amortization) are made in accordance with any amortization schedule published for such principal, including any minimum sinking fund payments;

- b. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a tax-exempt obligation under federal law, is the average of the SIFMA Municipal Swap Index, or its successor index, during the 24 months preceding the date of such calculation;
- c. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a taxable obligation under federal law, is the average of SOFR, or its successor index, during the 24 months preceding the date of such calculation;
- d. Interest on a variable rate System Obligation that is subject to a swap agreement is the fixed swap rate or cap strike rate, as appropriate, if the variable rate has been swapped to a fixed rate or capped pursuant to an interest rate cap agreement or similar agreement;
- e. Interest on a fixed rate System Obligation that is subject to a swap agreement such that all or a portion of the interest has been swapped to a variable rate shall be treated as variable rate debt under subdivisions (b) or (c) of this definition of Debt Service;
- f. Payments of principal and interest on a System Obligation are excluded from the calculation of Debt Service to the extent such payments are to be paid from amounts then currently on deposit with a trustee or other fiduciary and restricted for the defeasance of such System Obligations;
- g. If 25% or more of the principal of a System Obligation is not due until its final stated maturity, then principal and interest on that System Obligation may be projected to amortize over the lesser of 30 years or the Useful Life of the financed asset, and interest may be calculated according to subdivisions (b)-(e) of this definition of Debt Service, as appropriate.

"Deputy Director" means the Deputy Director of the Division.

"District Office" means District Office of the Division of Drinking Water of the State Water Board.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Division of Drinking Water" means the Division of Drinking Water of the State Water Board.

"Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Event of Default" means the occurrence of any of the following events:

- a) Failure by the Recipient to make any payment required to be paid pursuant to this Agreement, including Payments;
- b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;

- c) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
- d) Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Exhibit B or Exhibit D of this Agreement;
- e) Failure to operate the System or the Project without the Division's approval;
- f) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- g) The occurrence of a material breach or event of default under any System Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- h) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- i) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or
- j) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the System or the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Payment Date" is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified on the Cover Page of this Agreement.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported with respect to such System Obligation pursuant to Rule 15c2-12(b)(5).

"Material Obligation" means an obligation of the Recipient that is material to this transaction, including System Obligations.

"Maximum Annual Debt Service" means the maximum amount of Debt Service due on System Obligations in a Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and within the next five years in which Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Payments (including Additional Payments) as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit B and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Parity Obligation" means a debt obligation of the Recipient on parity with this Obligation. The Recipient's Parity Obligations are these:

- Installment Sale Agreement by and between Public Property Financing Corporation of California and South Tahoe Public Utility District (2013 Water System Capital Project and Refunding Program – Compass Bank financing), dated April 1, 2013.
- Installment Sale Agreement No. SRF14C106 by and between the California State Department of Public Health and South Tahoe Public Utility District (DWSRF Project No. 0910002-016C, STPUD Water Meter Installation Phase 1), executed on June 23, 2014.
- Installment Sale Agreement No. D15-02052 by and between the State Water Resources Control Board and South Tahoe Public Utility District (DWSRF Project No. 0910002-010C, STPUD Water Meter Installation Phase 2), executed on August 16, 2016.
- Installment Sale Agreement No. D17-01007 by and between the State Water Resources Control Board and South Tahoe Public Utility District (CWSRF Project No. C-06-8220-110, STPUD Water Meter Installation Phase 3-5), executed on September 28, 2017.
- Installment Sale Agreement No. D17-02053 by and between the State Water Resources Control Board and South Tahoe Public Utility District (DWSRF Project No. 0910002-027C, Waterline Replacement Program), executed on February 2, 2018.
- Installment Sale Agreement No. D20-02049 by and between the State Water Resources Control Board and South Tahoe Public Utility District (DWSRF Project No. 0910002-028C, Keller Heavenly Water System Improvements Project), executed on August 25, 2021.
- Installment Sale Agreement No. D21-02004 by and between the State Water Resources Control Board and South Tahoe Public Utility District (DWSRF Project No. 0910002-029C, 2019 Waterline Replacement Program), executed on February 23, 2022.

"Payment" means any payment due to the State Water Board from the Recipient pursuant to this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Drinking Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy and Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Recipient" means South Tahoe Public Utilities District.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Resolution" means the Recipient's reimbursement resolution identified and incorporated by reference in this Agreement.

"Reserve Fund" means the reserve fund required pursuant to Exhibit B of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including

(i) all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and

(ii) all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from

a. the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf,

b. any refundable deposits made to establish credit, and

c. advances or contributions in aid of construction.

For the avoidance of doubt, refundable deposits and advances or contributions are not included in the definition of Revenues.

“Rule 15c2-12(b)(5)” means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

“Senior Obligation” means a debt obligation of the Recipient that is senior to this Obligation. There are no Senior Obligations.

“SRF” means the Drinking Water State Revolving Fund.

“State” means State of California.

“State Water Board” means the State Water Resources Control Board.

“Subordinate Obligation” means a debt obligation of the Recipient that is subordinate to this Obligation. There are no Subordinate Obligations.

“System” means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

“System Obligation” means any obligation of the Recipient payable from the Revenues, including but not limited to this Obligation, any Parity Obligation, any Subordinate Obligation, and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

“Useful Life” means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

“Year” means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SOUTH TAHOE PUBLIC UTILITY DISTRICT:

By: _____
Name: [Officer]
Title: [Title1]

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: [Officer]
Title: Deputy Director
Division of Financial Assistance

Date: _____

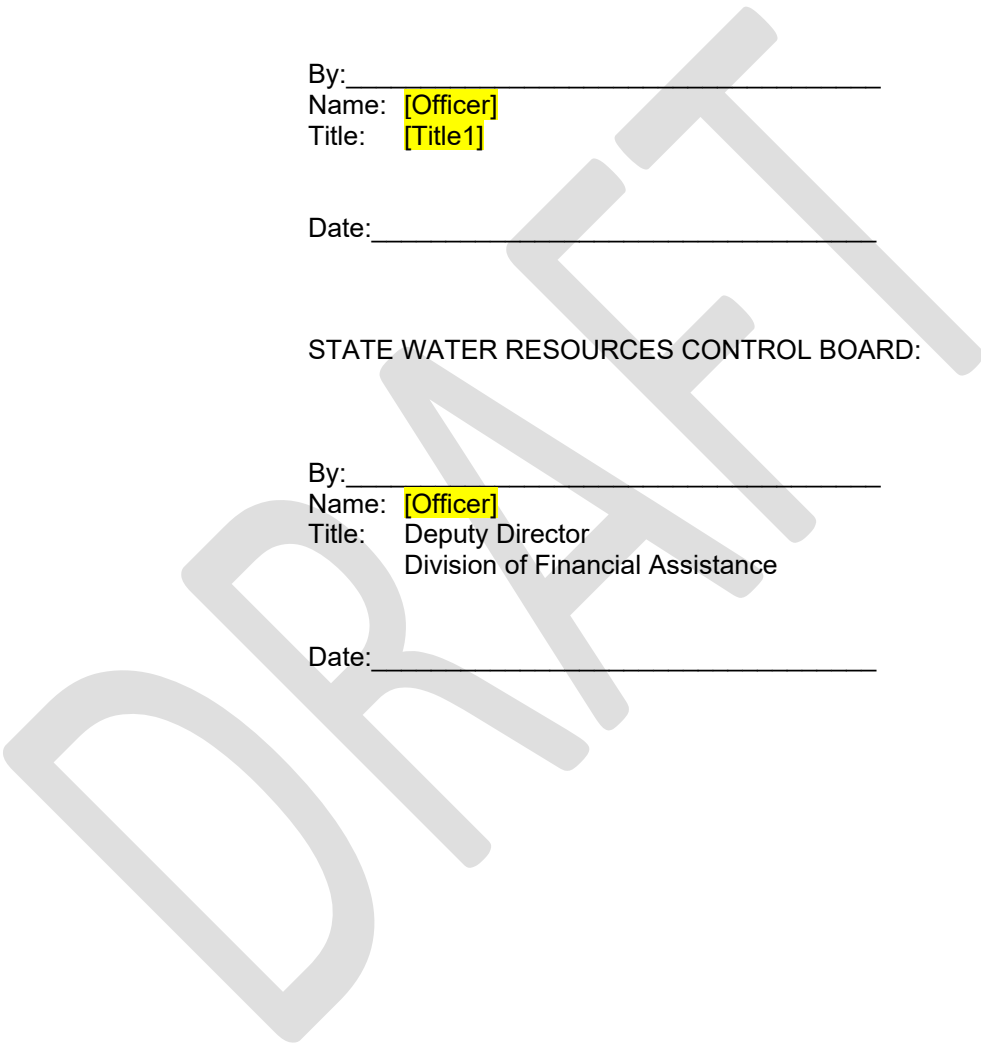


EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

- (a) The Project is the project set forth on the Cover Page of this Agreement.
- (b) The Useful Life of this Project is at least 30 years.
- (c) Scope of Work.

[To be inserted by DFA]

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California’s Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.

The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

A.2.2 Reports

A.2.2.1 Progress Reports.

- (a) The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement.
- (b) The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B.
- (c) A progress report must contain the following information:
 - i. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
 - ii. A description of compliance with environmental requirements;
 - iii. A listing of change orders including amount, description of work, and change in contract amount and schedule; and
 - iv. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.2.2.2 Project Completion Report.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.4 DBE Good Faith Efforts and Reports for SRF Projects.

The Recipient shall comply with the Disadvantaged Business Enterprises (DBE) requirements in 40 CFR § 33.301 for the Project and require its contractors and subcontractors on the Project to comply. 40 CFR § 33.301 requires the use of good faith efforts to utilize DBE's whenever procuring construction, equipment, services, and supplies. The Recipient must report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued.

A.2.3 Signage.

The Recipient shall comply with both sections A.2.3.1 and A.2.3.2 unless the Division approves an alternative method of satisfying the applicable signage requirements.

A.2.3.1 General Signage Requirements.

The Recipient shall implement one of the public awareness options provided in the United States Environmental Protection Agency's (USEPA) memorandum dated June 3, 2015, available at [Enhancing Public Awareness of SRF Assistance Agreements | US EPA](#). If the Recipient chooses to post a physical sign, the Recipient shall comply with the requirements in sections A.2.3.1(a) through (d). If the Recipient chooses an alternative method of satisfying the requirements of the June 3, 2015 memorandum, such as online and social media publicity, then section A.2.3.1(a) shall not apply, but Recipient shall include the logos and statement specified in sections A.2.3.1(b) and (c) when implementing the alternative method. The Recipient shall inform the Project Manager of the chosen public awareness method and provide documentation if requested. Regardless of the method chosen for this section A.2.3.1, the Recipient shall also comply with the requirements of section A.2.3.2.

(a) If the Recipient chooses to post a physical sign to comply with the requirements of this section, the Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period.

(b) The sign shall include the following logos:



(c) The sign shall include the following statement:

“Funding for this \$xx million [name of project] project has been provided in full or in part by the Drinking Water State Revolving Fund through an agreement with the State Water Resources Control Board. California’s Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.”

(d) The Project sign may include another agency's required promotional information so long as the above requirements are satisfied. The sign shall be prepared in a professional manner.

A.2.3.2 Bipartisan Infrastructure Law Signage.

The Recipient shall comply with the requirements below or with any modified requirements approved by the Division and by the USEPA.

(a) Investing in America Emblem: The Recipient shall ensure that a professionally prepared sign is placed at construction sites supported in whole or in part by this Agreement displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. The Recipient shall ensure compliance with the guidelines and design specifications provided by the USEPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

(b) Logos. The Recipient shall include the USEPA, State Water Board, and DWSRF logos provided in section A.2.3.1(b) in addition to the official Investing in America emblem on the Bipartisan Infrastructure Law signage using the customizable sign template at the link provided in section A.2.3.2(a).

(c) Procuring Signs: Consistent with section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. 6962, and 2 CFR 200.323, Recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an eligible cost under this Agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, Recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or USEPA logo or seal) into the appropriate non-English language(s). The costs of such translation are eligible, provided the costs are reasonable.

A.2.4 Commencement of Operations.

Upon Completion of Construction of the Project, the Recipient must expeditiously initiate Project operations.

A.3 DATES & DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete construction of the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:
 - i. Eligible Work Start Date
 - ii. Eligible Construction Start Date
 - iii. Completion of Construction Date
 - iv. Final Reimbursement Request Date
 - v. Records Retention End Date
 - vi. Final Payment Date
- (d) The Recipient must award the prime construction contract timely.
- (e) The Recipient agrees to start construction no later than [DFA will insert date that is within 6 months after execution of this Agreement].
- (f) The Recipient must deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date.
- (g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final reimbursement request to the Division on or before the Final Reimbursement Request Date.

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final reimbursement request prior to the Final Reimbursement Request Date set forth on the Cover Page.

[DFA will insert Schedule of Deliverables]

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board to be applied to Payments due hereunder, if any.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is **Written Dollar Amount** dollars and no cents (**\$Dollar Amount**).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 [Reserved]

B. 1.5 Budget Costs.

(a) Estimated budget costs are contained in the Summary Project Cost Table below:

[DFA will insert table]

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

(b) Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.1.6 Contingent Disbursement.

- (a) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (c) Construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient.
- (d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (e) Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.
- (f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.
- (g) The Recipient agrees to ensure that its final reimbursement request is received by the Division no later than the Final Reimbursement Request Date. If the final reimbursement request is not received timely, the undisbursed balance of this Agreement will be deobligated.
- (h) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed. To be eligible for reimbursement, Project Costs, including any planning and design allowance costs, must have been incurred in compliance with all applicable requirements, including the state and federal cross-cutting requirements listed in Exhibit C.
- (b) The Recipient must submit a reimbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late reimbursement requests may not be honored.
- (c) The Recipient may request reimbursement of eligible construction and equipment costs consistent with budget amounts approved by the Division in the Final Budget Approval.

- (d) Additional Project Funds will be promptly disbursed to the Recipient upon receipt of reimbursement request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
- (e) The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement request. Supporting documentation (e.g., receipts) must be submitted with each reimbursement request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed reimbursement request. Reimbursement requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
- (f) The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future disbursements.
- (g) The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
- (h) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
- (i) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Recipient.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Placement on the ballot or passage of an initiative or referendum to repeal or reduce the Recipient's taxes, assessments, fees, or charges levied for operation of the System or payment of debt service on System Obligations;
- (c) Commencement of litigation or a judicial or administrative proceeding related to the Project, System, or Revenues that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (d) Any investigation by the State Water Board, District Attorney, California State Auditor, Bureau of State Audits, the USEPA Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (e) A material adverse change in the condition of the Recipient, the Revenues, or the System, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably

- determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (f) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
 - (g) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project or the System;
 - (h) An event requiring Notice as set forth in Exhibit C;
 - (i) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds; Enforcement.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit; refer the matter for appropriate administrative action, including but not limited to the recovery of financial assistance provided and the imposition of civil penalties; and/or refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

B.2 RECIPIENT'S PAYMENT OBLIGATION, PLEDGE, AND RESERVE

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.2.2 Estimated Principal Payment Due.

The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is **Written Dollar Amount dollars and no cents (\$Dollar Amount)**.

B.2.3 Interest Rate and In-Lieu of Interest Charges.

- (a) The Recipient agrees to make all Payments according to the schedule in Exhibit E, and as otherwise set forth herein, at an interest rate of **Written Interest Rate % (X%)** per annum.
- (b) Interest will accrue beginning with each disbursement.

(c) In lieu of, and not to exceed, interest otherwise due under this Agreement, the Recipient agrees to pay the following charge(s), as further set forth in Exhibit E:

- an Administrative Service Charge
- a Drinking Water Small Community Emergency Grant Fund Charge

B.2.4 [Reserved.]

B.2.5 Obligation Absolute.

The obligation of the Recipient to make the Payments and other payments required to be made by it under this Agreement, from the Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Payments and Additional Payments have been paid in full, the Recipient must not discontinue or suspend any Payments or other payments required to be made by it hereunder when due, whether or not the Project, or any related part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

B.2.6 Payment Timing.

(a) The Recipient must pay interest annually, by [DFA to fill in date] of each year, until one year after Completion of Construction. Beginning no later than one year after Completion of Construction, the Recipient must make annual Payment of the principal of the Project Funds, together with all interest accruing thereon by [DFA to fill in date]. The Recipient must make Payments fully amortizing the total principal of the Project by the Final Payment Date. Payments are based on a standard fully amortized assistance amount with equal annual payments.

(b) The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, plus any Charge In Lieu of Interest, less the Payment. Payment calculations will be made beginning one (1) year after Completion of Construction. Exhibit E is a payment schedule based on the provisions of this Exhibit and an estimated disbursement schedule. Actual payments will be based on actual disbursements.

(c) Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient. The Recipient must make each Payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred by the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other related costs. For purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.

(d) The Recipient is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient. The Recipient must provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be

levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.

(e) Each Payment must be paid in lawful money of the United States of America by check or other acceptable form of payment set forth at www.waterboards.ca.gov/make_a_payment. The Recipient must pay Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor.

B.2.7 Pledged Revenues.

B.2.7.1 Establishment of Enterprise Fund and Reserve Fund.

In order to carry out its System Obligations, the Recipient covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. As required in this Exhibit, the Recipient must establish and maintain a Reserve Fund.

B.2.7.2 Pledge of Net Revenues, Enterprise Fund, and Reserve Fund.

The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund on parity with the Parity Obligations. The Recipient hereby pledges and grants such lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund to secure the Obligation, including payment of Payments and Additional Payments hereunder. The Enterprise Fund, Net Revenues in the Enterprise Fund, and any Reserve Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.

B.2.7.3 Application and Purpose of the Enterprise Fund.

Subject to the provisions of any outstanding System Obligation, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the System Obligations in order of priority. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient.

B.2.8 No Prepayment.

Pursuant to State Water Board's Debt Management Policy, adopted on October 3, 2017, the Recipient may not prepay any portion of the principal and interest due under this Agreement without the written consent of the Deputy Director of the Division.

B.2.9 Reserve Fund.

Prior to Completion of Construction, the Recipient must establish a restricted Reserve Fund, held in its Enterprise Fund, equal to one year's Debt Service on this Obligation. The Recipient must maintain the Reserve Fund throughout the term of this Agreement. The Reserve Fund is subject to lien and pledged as security for this Obligation, and its use is restricted to payment of this Obligation during the term of this Agreement.

B.3 RATES, FEES AND CHARGES.

(a) The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are equal to the sum of (i) at least 120% of the Maximum Annual Debt Service with respect to all outstanding System Obligations senior to and on parity with the Obligation and (ii) at least 100% of the Maximum Annual Debt Service with respect to all outstanding System Obligations subordinate to the Obligation, so long as System Obligations other than this Obligation are outstanding. Upon defeasance of all System Obligations other than this Obligation, this ratio must be at least 120%, except where System Obligations are defeased pursuant to refunding obligations.

(b) The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

(c) Upon consideration of a voter initiative to reduce Revenues, the Recipient must make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in this Section. The Recipient must make its findings available to the public. The Recipient's Authorized Representative must request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in this Agreement and its obligation to operate and maintain the Project for its Useful Life. The Recipient must diligently pursue and bear any and all costs related to such challenge. The Recipient must notify and regularly update the State Water Board regarding the status of any such challenge.

B.4 ADDITIONAL DEBT.

(a) The Recipient's future debt that is secured by Revenues pledged herein may not be senior to this Obligation.

(b) The Recipient may issue additional parity or subordinate debt only if all of the following conditions are met:

- i. No Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing;
- ii. Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, meet the ratio for rate covenants set forth in this Exhibit with respect to any outstanding and proposed additional obligations;
- iii. The Recipient is in compliance with any reserve fund requirement of this Obligation.

B.5 NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, System, or Revenues except as otherwise provided or permitted by this Agreement.

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS

C.1 REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the System or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights and Water Rights.

Except as disclosed in Exhibit D below and in the opinion of general counsel required by Section 3(b)(ii) above and delivered in connection with this Agreement, the Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this

Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

The Recipient possesses all water rights necessary for this Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 System Obligations

The Recipient has no System Obligations other than those defined in this Agreement.

C.1.10 No Other Material Debt.

The Recipient has no Material Obligations other than System Obligations.

C.1.11 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- i. return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- ii. accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
- iii. pay interest at the highest legal rate on all of the foregoing; and
- iv. pay any Additional Payments.

C.2.2 [Reserved]

C.2.3 Administrative remedies.

Whenever the State Water Board determines that the Recipient, the Recipient's contractor, consultant, employee, agent, assignee, or grantee has violated any requirement or term of the Agreement, the State Water Board may impose civil penalties in accordance with Water Code, section 13497. The State Water Board may impose civil liability administratively against the Recipient or the Recipient's consultant or contractor or other agent furnishing any information related to funds disbursed or costs claimed for reimbursement if the Recipient or the Recipient's consultant or contractor or other agent fails to personally attest that the information is true, accurate, and complete to the best of one's knowledge. (Wat. Code, § 13498.) The State Water Board may impose civil liability administratively against any person who makes a misrepresentation in any submittal to the State Water Board, including, but not limited to, an application, report, certification, record, invoice, form, or other document that is submitted to the State Water Board relating to a financial assistance agreement. (Wat. Code, § 13499.)

C.2.4 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- i. by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and
- iii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.

C.2.5 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.6 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.7 Damages for Breach of Federal Conditions.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.8 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

C.2.9 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's Obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.10 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3 STANDARD CONDITIONS

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, the USEPA, the USEPA's Office of Inspector General, any member of Congress, or any authorized representative of the

foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, reimbursement requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient must comply with the provisions and requirements of the federal Single Audit Act (SAA) of 1984, 2 CFR part 200, subpart F, and 2 CFR section 200.302, and updates or revisions thereto, including but not limited to:

- Maintain an annual (Fiscal Year) accounting system and identify all expenditures of federal financial assistance;
- Conduct a SAA audit using an independent auditor in those Fiscal Years when expenditures of total federal financial assistance equal or exceed \$750,000, and submit the SAA audit to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months of the end of the audit period;
- Notify the Division when a SAA audit has been conducted and submitted to the Federal Audit Clearinghouse;
- Notify and provide the Division with a copy of the SAA audit within thirty (30) days of completion of the audit;
- Inform the Division of findings and recommendations pertaining to federal financial assistance provided through the State Water Board contained in SAA audits conducted by the Recipient;
- Initiate corrective actions for audit reports with findings and recommendations that impact federal financial assistance provided through the State Water Board and notify the Division when corrective actions are complete.

(c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

- i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
- ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
- iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
- iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs;

- v. Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- vi. If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.

(d) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the USEPA, the USEPA's Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be in writing and directed to the contact listed in Section 4 and to the Division's Chief of Loans and Grants Administration Section.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Policy; and
- (c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) Recipient must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.15 Environmental Clearance.

(a) No work that is subject to CEQA or NEPA may proceed under this Agreement unless the State Water Board has provided environmental clearance. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive

Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 Leveraging Covenants.

- (a) Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Exhibit F of this Agreement.
- (a) The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5).
- (b) The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure documents or reports that are disclosed pursuant to (i) the Recipient's continuing disclosure undertaking or undertakings made in connection with any outstanding System Obligation, (ii) the terms of any outstanding System Obligation, or (iii) a voluntary disclosure of information related to an outstanding System Obligation. The Recipient must disclose such documents or reports to the State Water Board at the same time such documents or reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

C.3.22 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully

denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).

(i) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(j) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.23 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.24 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.25 Notice.

Upon the occurrence of any of the following events, the Recipient must provide notice as set forth below.

- (a) Within 24 hours of the following, the Recipient must notify the Division by phone at (916) 327-9978 and by email to [PM email address and senior email address] and DrinkingWaterSRF@waterboards.ca.gov of:
- i. The seizure of, or levy on, any Revenues securing this Agreement;
 - ii. Any discovery of any potential tribal cultural resource, archaeological or historical resource, or human remains in the Project area (also notify the Division's Senior Cultural Resources Officer, Lisa.Machado@waterboards.ca.gov or (916) 323-0626). Should a potential tribal cultural resource or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division. If there are any applicable provisions of a mitigation, monitoring and reporting program adopted for the Project, the Recipient shall comply with such provisions. In the event of the discovery of human remains during construction of the Project, the Recipient shall cease construction and take other action required by any applicable laws, which may include but are not limited to Health and Safety Code, section 7050.5 and Public Resources Code, section 5097.98.
Any discovery of any potential tribal cultural resource, archaeological or historical resource, or human remains in the Project area. If there are any applicable provisions of a mitigation, monitoring and reporting program adopted for the project, the Recipient shall comply with such provisions. The Recipient must coordinate with the Division to determine the appropriate course of action necessary to mitigate potential impacts. In the event of the discovery of human remains during construction of the Project, the Recipient shall cease construction and take other action required by any applicable laws, which may include but are not limited to Health and Safety Code, section 7050.5 and Public Resources Code, section 5097.98.
- (b) Within five (5) business days, the Recipient must notify the Division by phone at (916) 327-9978; by email to Lance.Reese@waterboards.ca.gov [PM email address and senior email address] and DrinkingWaterSRF@waterboards.ca.gov; and by mail to the contact address set forth in Section 4 of this Agreement of the occurrence of any of the following events:
- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project or the System or change of management or service contracts, if any, for operation of the System;
 - iii. Loss, theft, damage, or impairment to Project, the Revenues or the System;
 - iv. Failure to meet any debt service coverage test in Exhibit B of this Agreement;
 - v. Draws on the Reserve Fund;
 - vi. Listed Events and Events of Default, except as otherwise set forth in this section;
 - vii. Failure to observe or perform any covenant or comply with any condition in this Agreement;

- viii. An offer from a public entity to purchase the Project or the System or any portion thereof, or any of the real or personal property related to or necessary for the Project;
 - ix. A proceeding or action by a public entity to acquire the Project or the System by power of eminent domain;
 - x. Incurrence of a System Obligation or other Material Obligation by the Recipient; or
 - xi. [A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System Obligation or other Material Obligation of the Recipient, any of which reflect financial difficulties.
- (c) Within ten (10) business days, the Recipient must notify the Division by phone at (916) 327-9978, by email to [PM email address and senior email address] and DrinkingWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of the following events:
- i. Material defaults on Material Obligations, other than this Obligation;
 - ii. Unscheduled draws on material debt service reserves or credit enhancements, reflecting financial difficulties;
 - iii. Substitution of credit or liquidity providers, if any or their failure to perform;
 - iv. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the Recipient's continued existence, or any judgment or court order relating to such litigation that has a significant effect on the Project or the System;
 - v. Circulation of a petition to repeal, reduce, or otherwise challenge the Recipient's rates for services of the System;
 - vi. Consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
 - vii. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
 - viii. Rating changes on outstanding System Obligations, if any;
 - ix. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board; or
 - x. Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, USEPA's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) The Recipient must notify the Division promptly by phone at (916) 327-9978, by email to [PM email address and senior email address] and DrinkingWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of any of the following events:
- i. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - ii. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

- iii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- iv. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- v. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- vi. Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
- vii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state and federal representatives with at least ten (10) working days' notice to the Division;
- viii. Any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, as required by Exhibit C.4.3(xxvii);
- ix. Any events requiring notice to the Division pursuant to the provisions of this Agreement;
- x. Completion of Construction of the Project, and actual Project Completion;
- xi. The award of the prime construction contract for the Project;
- xii. Initiation of construction of the Project.

C.3.26 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient must provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be

issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.27 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.28 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.29 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

In addition, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in Section 3 of this Agreement.

C.3.30 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.31 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.32 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.33 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.34 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.35 Timeliness.

Time is of the essence in this Agreement.

C.3.36 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.37 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS

C.4.1 [Reserved]

C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following with respect to all Project Costs for the term of this Agreement:

- i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- xi. The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
- xii. Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.

C.4.3 Federal Requirements and Cross-Cutters for SRF Funding.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions with respect to all Project Costs for the term of this Agreement and for the Useful Life of the Project:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase “iron and steel products” produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all “iron and steel products” used in the Project were or will be produced in the United States. For purposes of this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- ii. The Recipient acknowledges that funds received under this Agreement are subject to the Build America Buy America (BABA) requirements of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), which are in addition to “iron and steel products” requirements described in section C.4.3 (i) above. Specifically, unless (1) the Recipient has requested and obtained a waiver from USEPA on file with the State Water Board pertaining to the Project or the Project is otherwise covered by a general applicability waiver, as confirmed in writing by the State Water Board; or (2) the State Water Board and, to the extent the Project is co-funded by any other agency using federal funds subject to BABA requirements, each such agency, has advised the Recipient in writing that the BABA requirements are not applicable to the Project, the Recipient shall ensure and certifies that, as these terms are defined within and made applicable by Public Law 117-58:
 - (a) all iron and steel used in the Project are produced in the United States;
 - (b) the manufactured products used in the Project are produced in the United States; and
 - (c) the construction materials used in the Project are produced in the United States.

The Recipient must comply and require its contractors and subcontractors to comply with all applicable BABA requirements and reporting and must inform the State Water Board immediately of any information regarding a violation of the foregoing.

Based on representations made by the Recipient and corresponding evidence on file with the State Water Board, the Project qualifies for the “Adjustment Period Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for SRF Projects that have Initiated Design Planning”, found at [EPA - SRF - Final Waiver - Adjustment Period September 2022 - Signed.pdf](#). This waiver applies to projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements, and permits the use of non-domestic manufactured products and construction materials that would otherwise be prohibited under the BABA requirements.

To utilize this waiver, the Recipient shall include a list of up to 10 significant manufactured products or construction materials likely subject to this waiver that will be used for the Project in the Project progress reports submitted to the Division.

This program waiver does not waive the iron and steel requirements under BABA. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements, such as the “iron and steel products” requirements applicable to SRF funded projects referenced in section C.4.3 (i) above, which will continue to apply as part of BABA requirements.

- iii. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.
- iv. The Recipient must comply with the signage requirements set forth in Exhibit A.
- v. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days’ notice.
- vi. The Recipient shall comply with applicable USEPA general terms and conditions found at <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.
- vii. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award Management, to the State Water Board.
- viii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient’s exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board’s performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- ix. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA’s Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- x. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- xi. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- xii. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.

- xiii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xiv. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- xv. The Recipient certifies to the best of its knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursements under this Agreement.

- xvi. The Recipient must comply with the following federal non-discrimination requirements:
- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.

- xvii. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- xviii. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- xix. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the

violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: sam.gov

- xx. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xxi. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xxii. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- xxiii. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxiv. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- xxv. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxvi. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.
- xxvii. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.

- xxviii. The Recipient certifies that no Project Funds will be used on:
- a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - b. Telecommunications or video surveillance services produced by such entities;
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - d. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).
- xxix. The Recipient agrees to ensure that if the Project includes lead service line replacement, each lead service line replaced using Project Funds must be replaced in its entirety, unless the remaining portion of that service line has already been replaced or is concurrently being replaced with another funding source.
- xxx. The Recipient agrees to comply with all Environmental Cross-Cutters:
- a. Archeological and Historic Preservation Act (54 U.S.C. §§ 312501-312508)
 - b. Bald and Golden Eagle Protection Act (16 U.S.C. §§ 668-668c)
 - c. Clean Air Act (42 U.S.C. § 7401)
 - d. Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
 - e. Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
 - f. Endangered Species Act (16 U.S.C. § 1531 et seq.)
 - g. Environmental Justice (Executive Order 12898)
 - h. Farmland Protection Policy Act (7 U.S.C. § 4201 et seq.)
 - i. Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)
 - j. Floodplain Management (Executive Order 11988, as amended by Executive Orders 12148 and 13690)
 - k. Historic Sites Act (54 U.S.C. § 320101 et seq.)
 - l. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
 - m. Marine Mammal Protection Act (16 U.S.C. § 1361 et seq.)
 - n. Migratory Bird Treaty Act (16 U.S.C. § 703 et seq.)
 - o. National Historic Preservation Act (54 U.S.C. §§ 300101 et seq.)
 - p. Protection of Wetlands (Executive Order 11990 (1977), as amended by Executive Order 12608 (1997))
 - q. Rivers and Harbors Act (33 U.S.C. § 403 et seq.)
 - r. Safe Drinking Water Act (42 U.S.C. § 300f et seq.)
 - s. Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
 - t. Wilderness Act (16 U.S.C. § 1131 et seq.)

EXHIBIT D – SPECIAL CONDITIONS

Property Rights and Permits.

(a) As of the date hereof, the Recipient has not procured the following rights and permits necessary for the construction and/or operation and maintenance of the Project:

1. City of South Lake Tahoe Encroachment permit for the Herbert/Walkup Waterline
2. City of South Lake Tahoe Encroachment permit for the Bijou #1 Waterline

(the “Permits”).

(b) The Recipient must deliver an opinion of counsel satisfactory to the Division’s counsel that the Recipient has sufficient property rights in the Project property for the purposes contemplated in the Agreement, including the Permits, and has complied with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) with respect to any property acquired for the purposes of the Project. No construction funds will be disbursed under this Agreement until the Recipient satisfies this condition.

[environmental]

FUNDS RELATED TO CONTAMINATION.

- a. As a condition precedent to this Agreement, the Recipient shall (i) notify the Division of any demands, including but not limited to litigation and insurance claims, made by the Recipient against third parties for reimbursement of costs, monetary damages, or other relief, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP), perfluoroalkyl and polyfluoroalkyl substances (PFAS), or other contaminants (Contamination-Related Demands); (ii) notify the Division of any payments or funds received by the Recipient, agreements, settlements, and court or administrative orders that have arisen out of or are related to drinking water contamination or Contamination-Related Demands (Contamination-Related Payments, Agreements, or Orders); and (iii) to the extent requested by the Division or the Division’s counsel, provide

information and access to documentation of any Contamination-Related Demands and Contamination-Related Payments, Agreements, or Orders.

- b. After execution of this Agreement, the Recipient shall promptly notify the Division of the new occurrence of any Contamination-Related Demands and Contamination-Related Payments, Agreements, or Orders. Upon request, the Recipient shall promptly provide information and access to documents to the extent requested by the Division or the Division's counsel.
- c. If the Recipient is not regulated by the California Public Utilities Commission (CPUC), the provisions of this paragraph (c) shall apply. Unless the Division provides approval to exclude certain funds, the Recipient shall place all funds received as a result of Contamination-Related Demands or Contamination-Related Payments, Agreements, or Orders (Recovered Funds) into a restricted reserve account to be used for Operation and Maintenance costs related to addressing the associated drinking water contamination or for a capital improvement project other than the Project that addresses the associated drinking water contamination. Alternatively, upon written consent of the Division, the Recovered Funds may be placed into a restricted reserve account to be used as co-funding or match funding for the Project, to support the financial capacity of the System, for Operation and Maintenance Costs of the System, or for other purposes approved by the Division. To the extent requested by the Division, the Recipient shall provide access to (i) documentation satisfactory to the Division showing the total amount of Recovered Funds deposited into a restricted reserve account prior to the start of construction of the Project and (ii) documentation thereafter of any Recovered Funds that Recipient receives and places into such an account. The Recipient may seek reimbursement under this Agreement for costs previously paid by Recovered Funds but shall place any reimbursement from the Division for such costs into a restricted reserve account in accordance with the requirements stated above.
- d. If the Recipient is regulated by the CPUC, paragraph (c) shall not apply, and the Recipient shall comply with all applicable CPUC rules with respect to the Recovered Funds and shall provide to the Division copies of all notices, applications, and any other documents filed with the CPUC, and any documents issued by the CPUC, within 10 days of submittal or issuance as applicable, with respect to the receipt and use of Recovered Funds and with respect to any proposed transfer of any assets funded by Recovered Funds.
- e. The amount of this Agreement may be reduced, and disbursements withheld, to offset the amount of any Recovered Funds or any Contamination-Related Payments, Agreements, or Orders to avoid double recovery. The Recipient shall ensure that no duplicative reimbursements of costs occur under this Agreement and any past or future Recovered Funds or Contamination-Related Payments, Agreements, or Orders. Upon demand by the Division, the Recipient shall return Project Funds to the extent necessary to avoid double recovery. Noncompliance with this Funds Related to Contamination section shall be an Event of Default.

Executive Order N-6-22 — Russian Sanctions.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

EXHIBIT E – PAYMENT SCHEDULE

See the attached preliminary Payment Schedule. The final Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.

DRAFT

EXHIBIT F – TAX CERTIFICATE

F.1 Purpose.

The purpose of this Exhibit F is to establish the reasonable expectations of the Recipient regarding the Project and the Project Funds, and is intended to be and may be relied upon for purposes of Sections 103, 141 and 148 of the Code and as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Exhibit F sets forth certain facts, estimates and circumstances which form the basis for the Recipient's expectation that neither the Project nor the Bond Funded Portion of the Project Funds is to be used in a manner that would cause the Obligation to be classified as "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

F.2 Tax Covenant.

The Recipient agrees that it will not take or authorize any action or permit any action within its reasonable control to be taken, or fail to take any action within its reasonable control, with respect to the Project which would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

F.3 Governmental Unit.

The Recipient is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof.

F.4 Financing of a Capital Project.

The Recipient will use the Project Funds to finance capital expenditures it has incurred or will incur for the construction, reconstruction, installation or acquisition of the Project in accordance with the terms of this Agreement. Such expenditures shall not have previously been financed with the proceeds of any other issue of indebtedness except for interim financing by the Recipient, the date of maturity, prepayment or redemption of which is within thirty (30) days of the date of disbursement of Project Funds under this Agreement. All Project Funds shall be allocated to expenditures by the Recipient within thirty (30) days of the date of disbursement, including (if at all) Project Funds allocated to repay interim financing of the Recipient. For purposes of this Section F.4, "interim financing" means notes, commercial paper, loans, lines of credit and other forms of short-term borrowing.

F.5 Ownership and Operation of Project.

The Recipient exclusively owns and, except as provided in Section F.12 hereof, operates the Project.

F.6 Temporary Period.

The Recipient reasonably expects that at least eighty-five percent (85%) of the Bond Funded Portion of the Project Funds will be allocated to expenditures for the Project within three (3) years of the earlier of the effective date of this Agreement or the date the Bonds are issued ("Applicable Date"). The Recipient has incurred, or reasonably expects that it will incur within six (6) months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Recipient or a related party) to a third party to expend at least five percent (5%) of the Bond Funded Portion of the Project Funds on Project Costs. The completion of acquisition, construction, improvement and equipping of the Project and the allocation of the Bond Funded Portion of the Project Funds to Project Costs will proceed with due diligence.

F.7 Working Capital.

No operational expenditures of the Recipient or any related entity are being, have been or will be financed or refinanced with Project Funds.

F.8 Expenditure of Proceeds.

The Bond Funded Portion of the Project Funds shall be used exclusively for the following purposes: (i) Reimbursement Expenditures (as defined in Section F.20 below), (ii) Preliminary Expenditures (as defined in Section F.20 below) in an aggregate amount not exceeding twenty percent (20%) of the Bond Funded Portion of the Project Funds, (iii) capital expenditures relating to the Project originally paid by the Recipient on or after the date hereof, (iv) interest on the Obligation through the later of three (3) years after the Applicable Date or one (1) year after the Project is placed in service, and (v) initial operating expenses directly associated with the Project in the aggregate amount not more than five percent (5%) of the Bond Funded Portion of the Project Funds.

F.9 Private Use and Private Payments.

No portion of the Project Funds or the Project is being, has been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). No portion of the principal of or interest with respect to the Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of the Project by a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use. Use by or on behalf of the State of California or any of its agencies, instrumentalities or subdivisions or by any local Governmental Unit and use as a member of the general public will be disregarded in determining whether a Private Use exists. Use under an arrangement that conveys priority rights or other preferential benefits is generally not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if (i) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (ii) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates. An arrangement that does not otherwise convey priority rights or other preferential benefits is not treated, nevertheless, as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if (i) the compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and (ii) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

F.10 No Sale, Lease or Private Operation of the Project.

The Project (or any portion thereof) will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit prior to the final maturity date of the Obligation. The Project will not be leased to any person or entity that is not a Governmental Unit prior to the final maturity date of the Obligation. Except as permitted under Section F.12 hereof, the Recipient will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

F.11 No Disproportionate or Unrelated Use.

No portion of the Project Funds or the Project is being, has been, or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Project Funds.

F.12 Management and Service Contracts.

The Recipient represents that, as of the date hereof, it is not a party to any contract, agreement or other arrangement with any persons or entities engaged in a trade or business (other than Governmental Units) that involve the management or operation of property or the provision of services at or with respect to the Project that does not comply with the standards of the Treasury Regulations, or Revenue Procedure 2017-13, as applicable. The Recipient represents that it will not be party to any such contract, agreement or arrangement with any person or entity that is not a Governmental Unit for the management of property or the provision of services at or with respect to the Project, while the Obligation (including any obligation or series thereof issued to refund the Obligation, as the case may be) is outstanding, except: (a) with respect to any contract, agreement or arrangement that does not constitute "private business use" of the Project under Code §141(b), or (b) with respect to any contract, agreement or arrangement that complies with (i) Revenue Procedure 97-13, 1997-1 C.B. 632, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, and as amplified by Notice 2014-67, with respect to contracts entered into before August 18, 2017 and not materially modified or extended after August 18, 2017, or (ii) Revenue Procedure 2017-13, with respect to contracts entered into or materially modified or extended on or after August 18, 2017, or (c) with respect to any contract, agreement or arrangement that does not give rise to use of the Bond Funded Portion of the Project Funds or the Project by a non-Governmental Unit of more than the amount of such non-qualified use permitted by the Code, or (d) in the event that the Recipient receives an opinion of counsel, satisfactory to the State Water Board and the Bank and expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel"), that such contract, agreement or arrangement will not adversely affect the exclusion of the interest on the Obligation from gross income for federal income taxation purposes.

F.13 No Disposition of Financed Property.

As of the date hereof, the Recipient does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

F.14 Useful Life of Project.

As of the date hereof, the Recipient reasonably expects that the economic useful life of the Project, commencing at Project Completion, will be at least equal to the term of this Agreement, as set forth in Exhibit A hereto.

F.15 Payments.

Payments generally are expected to be derived from assessments, taxes, fees, charges or other current Revenues of the Recipient in each year, and such current Revenues are expected to equal or exceed the Payments during each payment period. Any amounts accumulated in a sinking fund or bona fide debt service fund to pay Payments (whether or not deposited to a fund or account established by the Recipient) will be disbursed to pay Payments within thirteen months of the initial date of accumulation or deposit. Any such fund used for the payment of Payments will be depleted once a year except for a reasonable carryover amount not exceeding the greater of earnings on such fund or one-twelfth of the Payments in either case for the immediately preceding year.

F.16 No Other Replacement Proceeds.

The Recipient will not use any of the Bond Funded Portion of the Project Funds to replace or substitute other funds of the Recipient that were otherwise to be used to finance the Project or which are or will be used to acquire securities, obligations or other investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

F.17 No Sinking or Pledged Fund.

Except as set forth in Section F.18 below, the Recipient will not create or establish any sinking fund or pledged fund which will be used to pay Payments on the Obligation within the meaning of Section 1.148-1(c) of the Treasury Regulations. If any sinking fund or pledged fund comes into being with respect to the Obligation before

the Obligation has been fully retired which may be used to pay the Payments, the Recipient will invest such sinking fund and pledged fund moneys at a yield that does not exceed the yield on the Bonds.

F.18 Reserve Amount.

The State Water Board requires that the Recipient maintain and fund a separate account in an amount equal to one (1) year of debt service with respect to the Obligation (the "Reserve Amount") as set forth in Exhibit B. The Recipient represents that the Reserve Amount is and will be available to pay debt service with respect to the Obligation, if and when needed. The Reserve Amount consists solely of revenues of the Recipient and does not include any proceeds of any obligations the interest on which is excluded from gross income for federal income tax purposes or investment earnings thereon. The aggregate of the Reserve Amount, up to an amount not exceeding the lesser of (i) ten percent of the aggregate principal amount of the Obligation, (ii) the maximum annual debt service with respect to the Obligation, or (iii) 125 percent of the average annual debt service with respect to the Obligation, will be treated as a reasonably required reserve fund.

F.19 Reimbursement Resolution.

The "reimbursement resolution" adopted by the Recipient is incorporated herein by reference.

F.20 Reimbursement Expenditures.

Reimbursements are disallowed, except as specifically authorized in Exhibit B or Exhibit D of this Agreement. To the extent so authorized, a portion of the Bond Funded Portion of the Project Funds may be applied to reimburse the Recipient for Project Costs paid before the date hereof, so long as the Project Cost was (i) not paid prior to sixty (60) days before the Recipient's adoption of a declaration of official intent to finance the Project, (ii) not paid more than eighteen (18) months prior to the date hereof or the date the Project was placed-in-service, whichever is later, and (iii) not paid more than three (3) years prior to the date hereof (collectively, "Reimbursement Expenditures"), unless such cost is attributable to a "preliminary expenditure." Preliminary expenditure for this purpose means architectural, engineering, surveying, soil testing and similar costs incurred prior to the commencement of construction or rehabilitation of the Project, but does not include land acquisition, site preparation and similar costs incident to the commencement of acquisition, construction or rehabilitation of the Project. Preliminary expenditures may not exceed 20% of the Bond Funded Portion of the Project Funds.

F.21 Change in Use of the Project.

The Recipient reasonably expects to use all of the Bond Funded Portion of the Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of the Bond Funded Portion of the Project Funds will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code, the Recipient will use the Bond Funded Portion of the Project Funds and the Project solely as set forth in this Agreement.

F.22 Rebate Obligations.

If the Recipient satisfies the requirements of one of the spending exceptions to rebate specified in Section 1.148-7 of the Treasury Regulations, amounts earned from investments, if any, acquired with the Bond Funded Portion of the Project Funds will not be subject to the rebate requirements imposed under Section 148(f) of the Code. If the Recipient fails to satisfy such requirements for any period, it will notify the State Water Board and the Bank immediately and will comply with the provisions of the Code and the Treasury Regulations at such time, including the payment of any rebate amount calculated by the State Water Board or the Bank.

F.23 No Federal Guarantee.

The Recipient will not directly or indirectly use any of the Bond Funded Portion of the Project Funds in any manner that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, taking into account various exceptions including any guarantee related to investments during an initial temporary period until needed for the governmental purpose of the Bonds, investments as part of a bona fide debt

service fund, investments of a reasonably required reserve or replacement fund, investments in bonds issued by the United States Treasury, investments in refunding escrow funds or certain other investments permitted under the Treasury Regulations.

F.24 Amendments.

The provisions in this Exhibit may be amended, modified or supplemented at any time to reflect changes in the Code upon obtaining written approval of the State Water Board and the Bank and an opinion of Nationally-Recognized Bond Counsel to the effect that such amendment, modification or supplement will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

F.25 Reasonable Expectations.

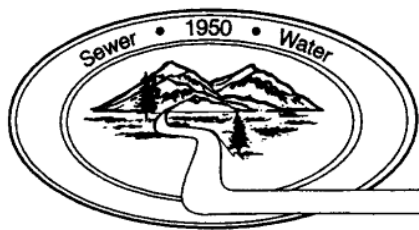
The Recipient warrants that, to the best of its knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this Exhibit, the expectations of the Recipient as set forth in this Exhibit are reasonable. The Recipient is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this Exhibit.

F.26 Assignment.

The Recipient consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).

General Manager
Paul Hughes

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 6e

TO: Board of Directors

FROM: Chris Skelly, Information Technology Manager

MEETING DATE: March 7, 2024

ITEM – PROJECT NAME: Local Area Technical Assistance for Fiber Optic Network Planning

REQUESTED BOARD ACTION: 1) Award the Project to the lowest responsive, responsible bidder, Michael Baker International, for the Local Area Technical Assistance for Fiber Optic Network Planning in the amount of \$444,670; and 2) Authorize the General Manager to execute the contract.

DISCUSSION: The District was awarded the Local Area Technical Assistance (LATA) Grant from the California Public Utilities Commission (CPUC) in accordance with Senate Bill 156. The District posted a Request for Proposals on January 5, 2024, and closed the bidding window February 16, 2024. After reviewing the six proposals, staff selected Michael Baker International, as the most responsive, responsible bidder. Michael Baker International has vast experience, including working with Caltrans on the District 3 Broadband Middle-Mile network in the Lake Tahoe Basin. Michael Baker International provided a thorough response that highlighted their expertise with broadband planning and installations for California agencies. Michael Baker International's approach is detailed and demonstrates their understanding of our community and collaborative goal of creating a Broadband Master Plan for South Lake Tahoe.

SCHEDULE: Completed by January 26, 2025

COSTS: \$444,670.00

ACCOUNT NO: TBD

BUDGETED AMOUNT AVAILABLE: unbudgeted (\$491,035.38 LATA Grant)

ATTACHMENTS: Request for Proposal Response from Michael Baker International

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AS NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

PROPOSAL

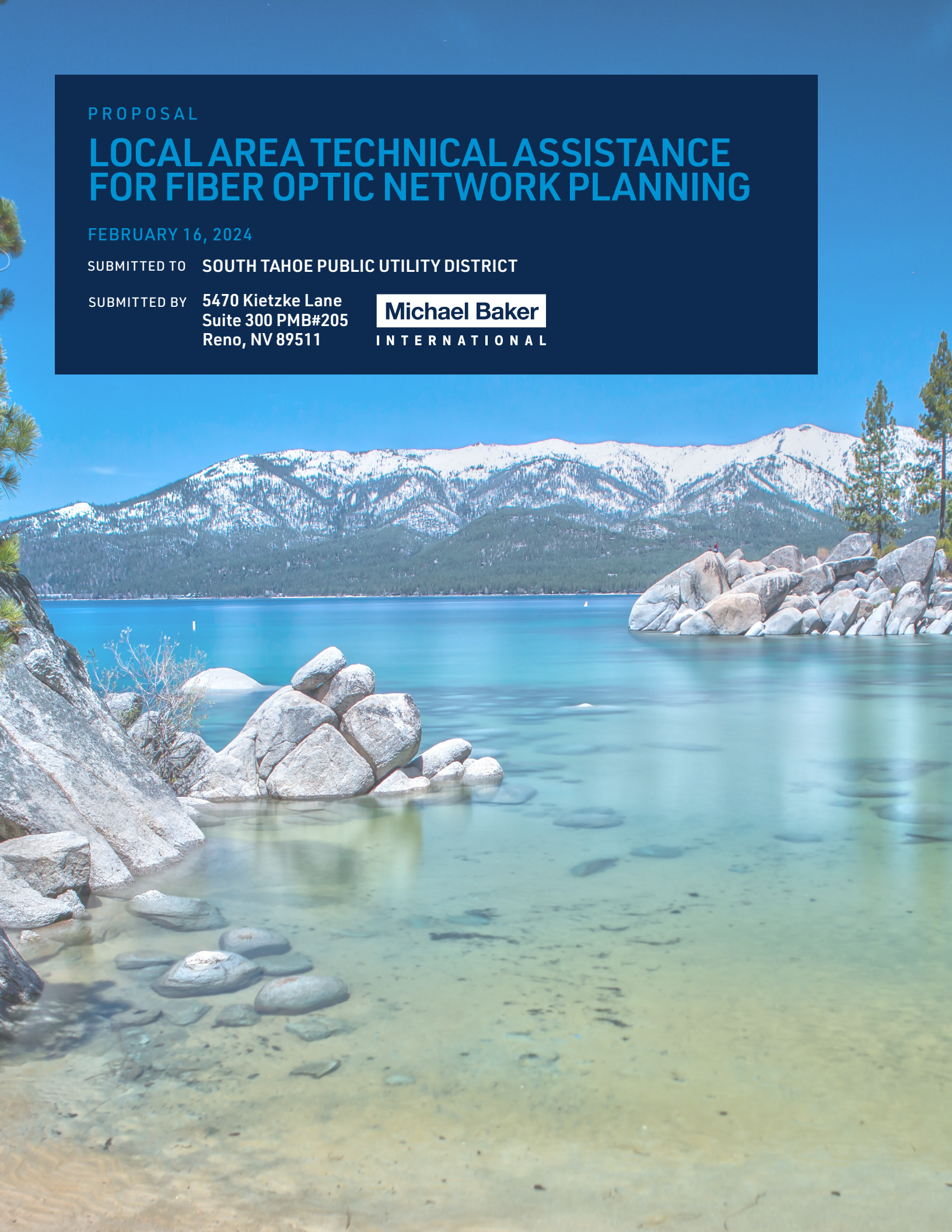
LOCAL AREA TECHNICAL ASSISTANCE FOR FIBER OPTIC NETWORK PLANNING

FEBRUARY 16, 2024

SUBMITTED TO **SOUTH TAHOE PUBLIC UTILITY DISTRICT**

SUBMITTED BY **5470 Kietzke Lane
Suite 300 PMB#205
Reno, NV 89511**

Michael Baker
INTERNATIONAL



Michael Baker

INTERNATIONAL

South Tahoe Public Utility District
Chris Skelly, Information Technology Manager
1275 Meadow Crest Dr.
South Lake Tahoe, CA 96150

Submitted via: PlanetBids Procurement Portal

LOCAL AREA TECHNICAL ASSISTANCE FOR FIBER OPTIC NETWORK PLANNING

FEBRUARY 16, 2024

Dear Mr. Skelly and the Selection Committee,

Now more than ever, the importance of having affordable access to broadband and related digital devices is critical to participate in modern society. We commend the South Tahoe Public Utility District (the District) for proceeding with this important initiative to provide robust connectivity needed by the District and its utilities for information and operational connectivity, and for its residents and businesses to access vital services, such as healthcare, housing, education, and public utilities. As the District furthers its fiber optic goals, Michael Baker International, Inc. (Michael Baker) is excited to submit our proposal in response to your Request for Proposals for Local Area Technical Assistance in Fiber Optic Network Planning.

Michael Baker is a leading provider of engineering and consulting services, including design, mapping, planning, architectural, environmental, construction, and program management. Solving some of the world's most complex infrastructure challenges over the past 84 years gives us a legacy of expertise, experience, innovation, and integrity. In the past 20 years, we have provided broadband consulting services for national, state, and local projects and have gained in-depth knowledge of how to effectively plan broadband expansion, including working on Californian local and state projects since 2008.

MICHAEL BAKER RECOGNIZES THIS VALUABLE OPPORTUNITY TO SUPPORT THE DISTRICT AND WE OFFER THE FOLLOWING:

A NATIONALLY RECOGNIZED, DEDICATED FIRM

- *20+ years supporting local, state, and regional feasibility studies and other broadband services*
- *Similar, ongoing experience in California and in other states – no learning curve*
- *Full-service engineering firm with in-depth understanding of the overlap between broadband, utility mapping, and smart city planning*



PROJECT EXPERIENCE ACROSS THE STATE, 100s OF PROJECTS

- *12 California-based offices and one in Reno being within an hour's drive from the District*
- *Our presence in Southern California spans more than 80 years*
- *Understanding of local stakeholders through work with similar California clients and scopes of work*



AN UNBIASED APPROACH

- *Vendor-neutral; we are not aligned with any service provider or technology*
- *Longstanding relationships with local Internet Service Providers (ISPs) developed and strengthened while representing our clients*



With offices throughout the state of California and two Nevada offices in Reno and Las Vegas, we have the immediate capacity to support this initiative. Of importance to the District, we are currently providing similar services to the City of San Bernadino, another recipient of the California Local Agency Technical grant. Conducting a needs assessment for the City also requires developing and executing a local survey, analyzing gaps in broadband needs and current conditions, designing a network, developing a cost analysis, and conducting stakeholder and public outreach and engagement. Michael Baker is also providing middle-mile fiber network design/build consulting services to CalTrans for CalTrans Districts 2 and 3 (District 3 includes El Dorado County). We are proposing some of the same resources for your broadband study; we can immediately leverage our knowledge of the area, project requirements, and the LATA grant requirements.

We have thoroughly reviewed the RFP, devised an approach, and assembled a team of local staff and a top-tier subconsultant, Bradley Werner, LLC. Our team has the expertise required to review pertinent regulations and develop the District's broadband feasibility study. We understand another feasibility study was conducted in 2022 by the City of South Lake Tahoe; insights gathered from that study will be incorporated to the District's current feasibility study where applicable.

Our team will draw on available construction and other plans and resources to execute a district-wide feasibility study focusing on identifying gaps and providing high-speed fiber service. The FCC's National Broadband Map states that most of the District is served by technologies other than fiber. The District would like to understand the feasibility of connecting its government and utility facilities to enhance information exchange and utility operations, considering not only its current infrastructure, but also its plans as outlined in the Capital Improvement Projects. Of note, Michael Baker has experience in multiple states delivering services related to the design, installation, operation, and maintenance of their instrumentation and Supervisory Control and Data Acquisition (SCADA) systems. In California, we have worked with municipalities to deliver SCADA related services, such as the Eastern Service Area Secondary Connection Project for Padre Dam Municipal Water District in Santee, CA, where Michael Baker provided civil engineering, clearing, and design of a supply pipeline, with focus on instrumentation and controls, and SCADA improvements.

Our proposed Project Manager, Chris Taylor, brings more than 25 years of expertise driving teams' efforts toward successful project completion. He will be supported by local team members, including myself, Karen White, serving as Michael Baker's National Broadband Director who brings 25 years' experience in wireline and wireless broadband and public safety communications. I reside in Orange County and will be able to be on-site as needed, as will proposed team members who work in other California or Nevada locations.

Michael Baker International has reviewed the contract and will not take any exceptions/objections to the contract language. We welcome your review of our proposal and are committed to supporting the South Tahoe Public Utility District. Should you have any questions or require further information, please contact me by phone at 949-330-4114, karen.white@mbakerintl.com, or Chris Taylor at 813-466-6039, Christopher.Taylor@mbakerintl.com.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.



Karen White
Principal In Charge
Vice President, National Broadband Practice Executive

Michael Baker
INTERNATIONAL

SUBMITTAL FORMS

A. PROPOSAL SUBMITTAL SUMMARY

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SECTION I: PROPOSAL SUBMITTAL FORM

The undersigned declares that she or he has carefully examined the bid which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

BID ITEM:

Total Base Price	\$444,669.70
Sales tax []	
Other	
TOTAL	\$ 444,669.70


Delivery of equipment to the District to be within N/A calendar days after contract execution and written authorization to proceed.

q Certificate of insurance attached; insurance company's A.M. Best rating: Yes .

Firm Name and Address

Michael Baker International, Inc.	
100 Airside Drive	
Moon Township, PA 15108	
Contact Karen White	Phone 949-330-4144

Signature of Authorized Representative

	Date 2/6/2024
---	---------------

B. CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Michael Baker International, Inc. 100 Airside Drive Moon Township PA 15108 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: XL Insurance America Inc		24554
	INSURER B: Allied World Surplus Lines Insurance Co		24319
	INSURER C: American Guarantee & Liability Ins Co		26247
	INSURER D: Zurich American Ins Co		16535
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570101187711 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO419728102	08/30/2023	08/30/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR/Deductible \$250,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP-4197284-02	08/30/2023	08/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible \$100,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			AUC053258205	08/30/2023	08/30/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC419728202 AOS WC419728502 WI	08/30/2023	08/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2023	08/30/2024	Per Claim \$5,000,000 Aggregate \$5,000,000 SIR/Deductible \$200,000

Certificate No : 570101187711

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER Michael Baker International, Inc. 100 Airside Drive Moon Township PA 15108 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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C. REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: 84.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	City of San Bernardino
Contact Name	Mary Alvarez-Gómez, Grants Division Manager
Telephone & Email	909.384.5341, Alvarez-Gomez_Ma@sbcity.org
Street Address	Vanir Tower, 290 North D Street, 3 rd Floor
District, State, Zip Code	San Bernardino, CA 92401
Description of services provided including contract amount, when provided and project outcome	<p>Michael Baker is partnering with the City of San Bernardino to provide the following to the City;</p> <ul style="list-style-type: none"> - Needs Assessment - Project Scoping and analysis for city-wide broadband - Cost analysis and Phasing options - Financing options portfolio - Private Equity Partnerships Opportunities - Broadband Strategic Master Plan and Implementation Consulting - Community Engagement Strategy and Plan <p>Contract amount - \$414,800</p> <p>Project currently in progress, Needs Assessment has been delivered. Currently working on Project scoping and Cost analysis and Phasing options. The Broadband Strategic Master Plan and Implementation is due at the end of October 2024.</p>

Reference No. 2:

Agency Name	Fayette County, Pennsylvania
Contact Name	Mark Rafail, Economic Development Coordinator
Telephone & Email	724-430-1200 Ext. 1501, mrafail@fayettepa.org
Street Address	24 East Main Street
District, State, Zip Code	Uniontown, PA 15401
Description of services provided including contract amount, when provided and project outcome	<p>Michael Baker is partnering with Fayette County, PA to develop a Rural Broadband Coverage and Feasibility Study and is providing support to the County for broadband infrastructure and planning services toward the goal of deploying affordable, robust broadband internet for its citizens.</p> <p>The Michael Baker team is building upon the County's previous regional studies, bolstering plans to implement broadband strategies for the County, using the recent Southwestern Pennsylvania Commission (SPC) Connectivity Roadmap. This study and strategy will help to reach unserved and underserved areas, expanding equitable, reliable internet (speeds of 100 mg upload; 100 mg download) to both rural and urban sprawl areas across the County.</p> <p>Contract Amount: \$173,886 Duration: August 2022 – August 2023</p>

Reference No. 3:

Agency Name	Somerset County Planning Commission
Contact Name	Shari Ziegler, Office Coordinator
Telephone & Email	814-445-1400, zieglers@co.somerset.pa.us
Street Address	300 North Center Avenue, Suite 540
District, State, Zip Code	Somerset, PA 15501
Description of services provided including contract amount, when provided and project outcome	<p>Michael Baker is partnering with Somerset County, PA to provide broadband consulting services to assist in the expansion of broadband to unserved and underserved areas throughout the county. In order to secure broadband planning and deployment funds, the County must collect reliable data to determine areas most in need.</p> <p>To achieve this and provide necessary deliverables, Michael Baker will analyze and document areas currently lacking high-speed internet, assess signal strength for existing broadband service areas, and conduct a public survey regarding internet usage and reliability.</p> <p>Additionally, Michael Baker will develop and conduct an outreach plan to encourage service adoption and is launching a website, which allows residents to access information and provide input. Michael</p>

	<p>Baker is also collaborating with the county's internet service providers to locate potential partners who are prepared to expand high-speed internet coverage into lacking areas.</p> <p>Contract Amount: \$340,900 Duration: May 2023 – Ongoing</p>
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STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.


- **Do you have any disqualification as described in the above paragraph to declare?**

Yes

No

- **If yes, explain the circumstances.**

Executed on 2/6/2024 at Orange County, CA under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

DocuSigned by:

72F474F6888047C... 2/6/2024
Signature of Authorized Proposer Representative

QUALIFICATIONS

D. BROADBAND EXPERIENCE

The future centers around **connectivity**, and broadband plays a critical role in our connectedness within communities, the nation, and the global economy. Since 2008, Michael Baker has been at the forefront of the nation's broadband expansion plans and has become a major supporter of broadband improvement efforts at the city, county, district, and state levels. Michael Baker's proposed team of professionals possess the in-depth, diverse knowledge and skillsets gained from providing our clients with strategic planning, broadband plan implementation, mapping, data collection, verification, grant applications and funds management on many county and local projects similar to the District's specifications. To help clients understand their community's unique needs and assist in strategic planning, we provide practical options for broadband expansion through our full range of infrastructure and engineering services.

We possess the capacity, deep understanding, and the technical skills to provide broadband analysis, network design, community engagement, and implementation oversight. As a national firm, our broadband subject matter experts have gained experience at the municipal, county, regional, and state levels. In each jurisdiction, we supported clients in expanding broadband throughout their target areas, conducting services such as:

- State and local broadband strategic and administrative planning
- Service area analysis of target geography
- Broadband data quality review and analysis
- Expert GIS mapping of broadband service availability, infrastructure assets, demographics and survey results, digital equity/opportunity program locations, and other relevant broadband data
- Funding and grant strategy
- Local, regional, state, and national policy review and impact analysis
- Broadband grant program development and administration
- Stakeholder outreach and engagement to communities, economic development districts, institutions, and public safety groups
- Digital equity and opportunity planning and program modeling
- Network partnering and financing options
- Support for the FCC map challenges and BEAD State Challenge process

OUR TRUSTED SUBCONSULTANT



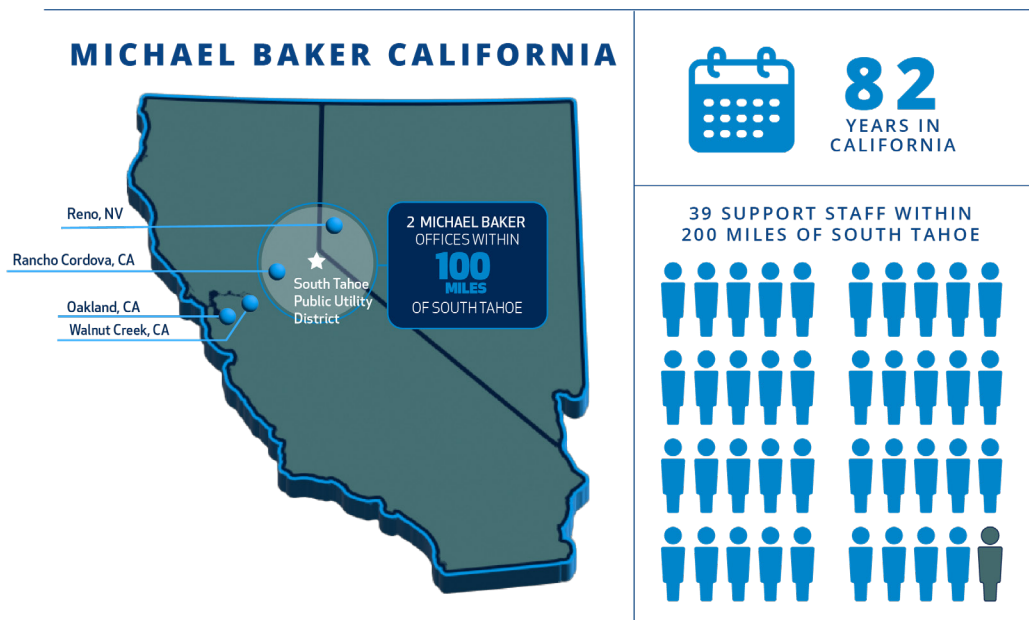
Bradley Werner
Attorneys at Law

Michael Baker will engage Bradley Werner, LLC to review and analyze relevant local, regional, state, and federal laws and policy that impact the District's project. Bradley Werner is a national law firm focused on representing governmental entities on broadband and communications law and policy. With multiple offices and 25 years practicing, the firm advises its government clients on compliance with state and federal law and administrative agency rules. The firm also represents government clients in state and federal rulemaking and policymaking and in state and federal court proceedings.

Bradley Werner partners also advise state governments on compliance with and implementation of federally funded broadband grant programs as well as negotiating and enforcing a variety of telecommunications contracts. They are recognized as national experts on communications issues and are frequent speakers at regional and national conferences and continuing legal education classes. Mike Bradley routinely advises clients on regulatory and public policy issues including interpreting federal agency rules and regulations.

RELEVANT PROJECTS: CONNECTING CALIFORNIA CITIES, COUNTIES, REGIONS, AND UTILITIES

With 12 offices across the state of California, including our Temecula, Ontario, and Palm Desert locations, and two offices in Nevada, Michael Baker has been completing important planning, design, and infrastructure projects in the state since 1940. We continue to build our broadband and telecom engineering capacity in California and across the country and have one of the largest GIS practices of any engineering firm in the country supporting these projects.



In the California/Nevada region, Michael Baker employs more than 500 professionals and a large pool of subject matter experts as supporting staff members who bring diverse knowledge to broadband projects. Our teamwork philosophy and our deep bench of employees enable us to seamlessly leverage and utilize necessary Michael Baker resources on-demand.

Additionally, we are conducting work for the City of Banning for the Sunset Crossroads Specific Plan and Environmental Impact Report. Our work also includes providing engineering and environmental services for the City’s Smith Creek Park Improvement Project.

In another California-based project, we have over 20 years of experience managing a telecom geospatial landbase in the State. This work includes rights-of-way, access points, and various aspects of telecom infrastructure.

As displayed in the chart below, our broadband experience spans the local, state, and federal levels of governments engaged on a variety of broadband/infrastructure projects with different outcome expectations. This breadth of experience will be a benefit to the District—providing the District access to our team’s background and understanding of broadband projects, unparalleled project management, insight to client needs, processes, and procedures that will produce quality results. Of importance to the District, the broadband practice has access to hundreds of Michael Baker engineers and planners that have extensive experience in infrastructure design/build and implementation oversight throughout California, Nevada, and the nation. This broader team brings a wealth of knowledge in relevant areas such as permitting, fiber and conduit construction, and rights-of-way access and management.

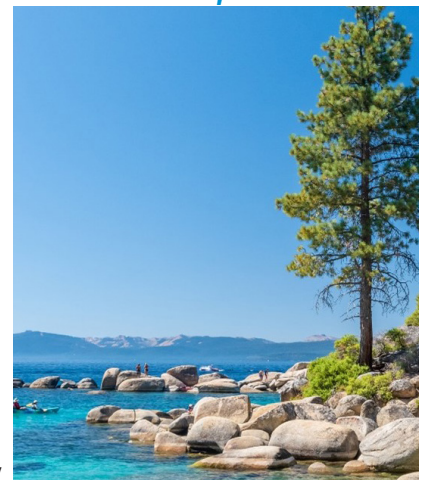
	Broadband Program Management	Broadband Strategic Planning	Broadband Grant Management	Broadband Mapping & Data Collection	Public & Stakeholder Engagement	Broadband Policy Development	Broadband Plan Implementation	Digital Equity Planning	Infrastructure & Economic Development Advisory
LOCAL GOVERNMENT EXPERIENCE									
San Bernardino, CA	✓	✓		✓	✓	✓			
Ashville, KY		✓		✓	✓			✓	
Beaver County, PA	✓	✓	✓	✓	✓	✓	✓	✓	✓
Fayette County, PA	✓	✓		✓	✓			✓	✓
Lawrence County, PA		✓		✓	✓			✓	
Washington County, PA									✓
Westmoreland County, PA	✓	✓	✓	✓	✓	✓	✓	✓	✓
WV Eastern Panhandle Regional Planning and Development Council		✓	✓	✓	✓		✓	✓	
STATE GOVERNMENT EXPERIENCE									
State of Idaho		✓		✓	✓	✓			
State of California	✓	✓		✓	✓			✓	
State of Kentucky	✓	✓	✓	✓	✓	✓	✓	✓	✓
State of Louisiana	✓	✓	✓	✓	✓		✓	✓	✓
State of Michigan	✓	✓		✓	✓			✓	
State of New York	✓		✓	✓	✓		✓	✓	✓
State of North Carolina		✓		✓				✓	
State of Pennsylvania	✓	✓	✓	✓	✓	✓	✓	✓	✓
FEDERAL GOVERNMENT EXPERIENCE									
FCC Broadband Data Collection Filing Application				✓	✓	✓		✓	
FCC Broadband Fabric	✓	✓		✓				✓	
FCC/NTIA National Broadband Map Data Quality Assessment	✓	✓		✓	✓	✓		✓	
NON-GOVERNMENTAL EXPERIENCE									
Allies for Children, Pittsburgh, PA		✓			✓	✓		✓	

Elsewhere in California, the **Western Riverside Council of Governments** engaged Michael Baker to research and develop an implementation strategy for integrating smart streetlight technologies into their plans. Similar to utility monitoring applications, smart streetlights streamline operations for an entity, enabling quick response to alarms and constant oversight of remote facilities.

Michael Baker also has experience delivering services related to the design, installation, operation, and maintenance of instrumentation and Supervisory Control and Data Acquisition (SCADA) systems. We worked with the **Eastern Service Area Secondary Connection Project for Padre Dam Municipal Water District** in Santee, CA, we provided civil engineering, clearing, and design of a supply pipeline, with focus on instrumentation and controls, and SCADA improvements.

CALTRANS DISTRICT 3 BROADBAND MIDDLE-MILE NETWORK, LAKE TAHOE BASIN, CALIFORNIA

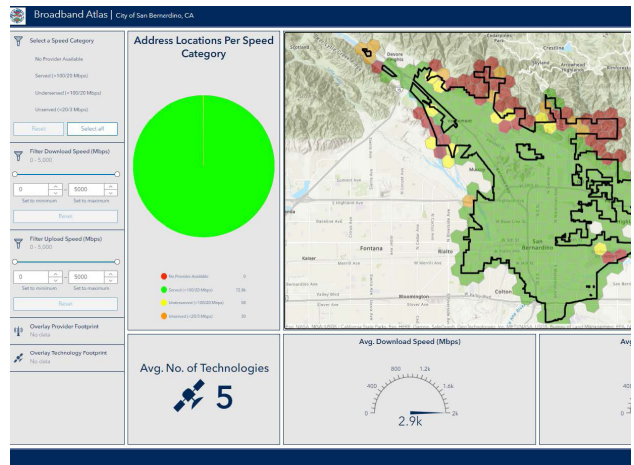
In one of multiple projects with Caltrans, Michael Baker is supporting broadband middle-mile network activities in the Lake Tahoe Basin. The middle-mile network is planned to have one network hub at multiple major roadway intersections; this district included intersections at I-80, Hwy 89, and Hwy 267. This project included installing conduit and splicing vaults using Caltrans-specific construction details. Supporting this also had our team collaborating with multiple local and federal agencies to select alignment and construction methods to lay fiber in coordination with adjacent projects. Working with these agencies in the northern side of Lake Tahoe gives our team a deep familiarity with the unique challenges of working in the Lake Tahoe Basin, specifically those relating to tourism, weather, topography, and work zone control. Our team completed engineering and environmental studies, as well as various activities around permits, licenses, agreements, and certificates (PLAC) while limiting utility and right-of-way impacts. This project is ongoing.



For this project, our expertise includes compliance with Keep Tahoe Blue initiatives.

BROADBAND STRATEGIC MASTER PLAN, SAN BERNARDINO, CALIFORNIA

Our broadband team is currently providing services similar to those requested by the District to the City of San Bernardino, also a recipient of the State of California’s Local Agency Technical Assistance (LATA) grant. Our services to the City include identifying strategies for equitable broadband access citywide by conducting a needs assessment, collecting pertinent data, and developing high-level network designs and cost estimates for a government access network and a network that expands to provide last-mile services to the City’s residents and businesses. We will also be providing different ownership model options, policy and legislation review and impact, network financing options, and identifying potential public private partnerships. The City’s Master Strategic Plan will serve as a roadmap for the City to reference toward broadband improvements and expansion.

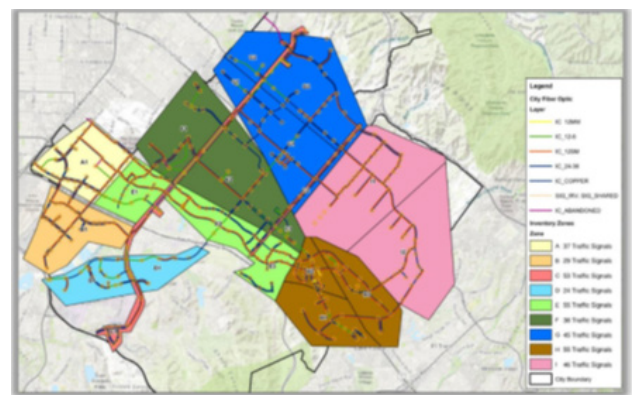


The City of San Bernadino receives the same LATA grant that the District does; this experience will be crucial in our support of the District.

CITYWIDE FIBER-OPTIC INVENTORY & ASSESSMENT MASTER PLAN, IRVINE, CALIFORNIA

Michael Baker is performing planning and engineering services to complete a fiber-optic infrastructure inventory and condition assessment as part of a broadband feasibility study and fiber-optic master plan for future needs and program improvements. For the project, Michael Baker is performing field inventory to document existing fiber-optic communication infrastructure via GIS, geolocating each element in the field, entering equipment data into a pre-programmed template, and taking several photos to document conditions of each pull box, conduit, and fiber.

The City of Irvine owns and maintains nearly 700,000 linear feet of fiber optic communication conduit connecting to nearly 400 city traffic signals and various city-owned buildings and property. Michael Baker will produce GIS layers and maps to document pull box and fiber/conduit runs to assist in future asset management. Additionally, this project requires verifying the conditions of “dark” unused fiber; we will complete this verification by using optical light tests and empty conduit condition testing. Upon completion, Michael Baker will provide a final master plan document for the fiber-optic inventory and assessment to provide recommendations for short-term and long-term timelines for programmed repairs, upgrades, and associated costs for use by the city for its broadband feasibility and fiber optic master plan.



Our support helps Irvine determine its current broadband conditions and needs.

RELEVANT PROJECTS: CLIENTS OUTSIDE CALIFORNIA

Michael Baker has extensive experience supporting cities, counties, and other levels of local government to better understand their broadband needs and assess the feasibility of expanding broadband in their service areas.

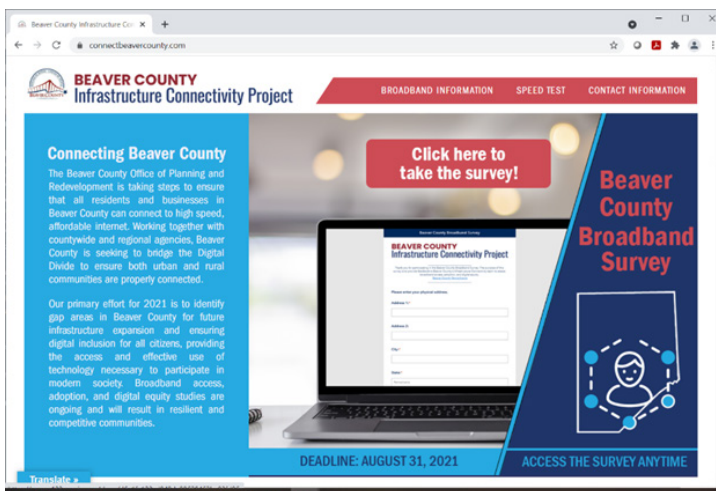
Michael Baker provided data collection and analysis, web mapping applications, and GIS database development to identify the true state of the **Southwestern Pennsylvania Commission (SPC)** region as it relates to broadband connectivity within the region’s demographic and socioeconomic composition. SPC supports a 10-county region in southwestern Pennsylvania. Michael Baker assessed the region and local

community broadband coverage, speeds, costs, and local resources to identify connectivity gaps within the region to equitably serve the region's most vulnerable residents, businesses, and education facilities who are unserved or underserved by poor broadband connectivity. We also developed a connectivity roadmap for this region and client.

We are currently providing services to the states of **Arkansas and Louisiana** to administer their Challenge Processes. As part of our ongoing support, we are developing and administering training to key Arkansas Broadband Office staff as they monitor and review incoming applicants and challenges. Our team also consults with this staff on how to best make recommendations based on NTIA evidentiary criteria. We have recently extended our partnership with Arkansas to assist the State with the design, development, and implementation of its grant management system and to manage and administer its broadband grant program.

BROADBAND SERVICES, BEAVER COUNTY, PENNSYLVANIA

Our work in Pennsylvania showcases our understanding and skills in the FCC Challenge Process. To begin our support for Beaver County, Michael Baker focused on areas of Beaver County that were considered to be unserved or underserved by fixed broadband as defined by the FCC. We aggregated this data against FEMA USA Structures, the County's 9-1-1 data, CostQuest data, parcel layer datasets, building footprints, and open-source Microsoft Building Footprints. Analyzing this, we identified and formatted challenges to conform to FCC Broadband Data Collection Fabric Challenge Specifications. To submit challenges on behalf of the County, Michael Baker compiled the required relevant evidence.



See our support in action at connectbeavercounty.com

Michael Baker then developed a web mapping application to show broadband speeds, ISPs, and the broadband transmission technologies available (cable, fiber, DSL). By showing this data on the web mapping application, along with reviewing the FCC Form 477 data, Michael Baker was able to determine which addressable structures lacked access to fixed broadband. Since FCC Form 477 data is reported at a census block level, overstatement of coverage had been occurring in Beaver County. Utilizing GIS mapping and routing software, Michael Baker was able to determine approximately 2,000 addressable structures that do not have access to reliable broadband service, which were previously categorized as having broadband access. Identifying these scenarios helped the County to get a more accurate and true state of its broadband availability.

Concurrently, Michael Baker created a website for Beaver County residents to access which describes the project and directs them to an online public broadband survey. To ensure maximum availability, the website is also available in over 100 languages. The survey contains questions pertaining to broadband service, reliability, and quantifies the amount of internet usage and digital literacy skills that exist per resident and business. The survey also includes a speed test which allows residents to test and log their broadband speed at their location.

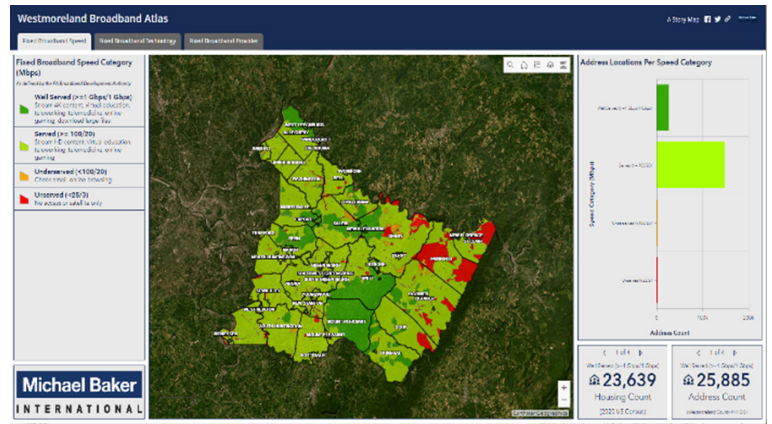
BROADBAND SERVICES, WESTMORELAND COUNTY, PENNSYLVANIA

In another Pennsylvania county, Westmoreland, Michael Baker developed a customized online portal of critical broadband information. This platform informs both internal decision makers and the public, strengthening data sharing and collaboration between clients and various stakeholders. Included in the Broadband Connectivity Platform we developed for Westmoreland County is:

- **Connectivity Hub:** a homepage for project-specific information and educational material

- **Availability Atlas:** maps of broadband availability, underserved, and unserved areas
- **Digital Equity Atlas:** map-based analysis of demographic and socioeconomic impacts based on adoption and affordability of broadband

For Westmoreland County, Michael Baker is also conducting public outreach through a Broadband Survey. Our survey application will collect unbiased and robust data from the public, which will be integral to understanding the true market and current baseline of connectivity in any given region in the county. Michael Baker will also be launching our newest application, Broadband Infrastructure Tracking System, which allows broadband-specific program management solutions to be paired with project planning, document management, GIS, and report mechanisms into one platform.



Customized mapping applications help Counties and States better understand the real-world availability and usage of broadband in their area.

BEAD FIVE-YEAR ACTION PLAN & INITIAL PROPOSAL, IDAHO BROADBAND, IDAHO

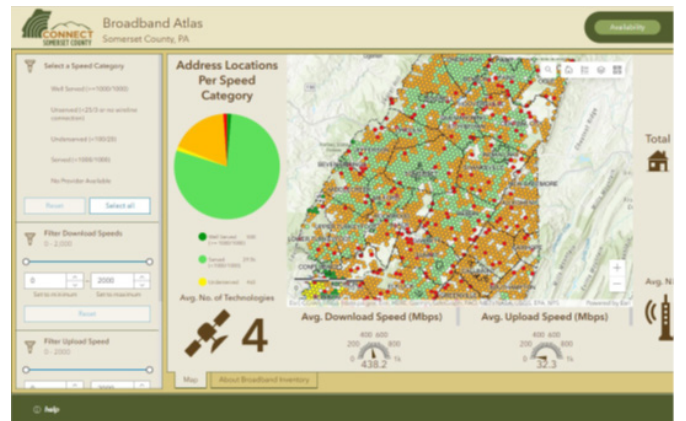
Michael Baker is providing consulting and technical support services to the State of Idaho to assist with the development and submission of Idaho’s Broadband Equity, Access, and Deployment (BEAD) Program Five-Year Action Plan, Initial Proposal, Challenge Process development, related public outreach and engagement, as well as conducting a program compliance audit. Idaho has engaged Michael Baker to assist with its goal of maximizing federal funding to expand and improve broadband access across the state, targeting unserved and underserved areas, while adhering to BEAD requirements and timelines.

To support this effort, Michael Baker leveraged information collected on Idaho’s broadband status from the Idaho Department of Commerce, the Idaho Broadband Office, and the Idaho Broadband Advisory Board’s previous broadband planning and expansion efforts, along with details outlined in Idaho’s Strategic Plan, which was used in the development of the Five-Year Action Plan and the Initial Proposal.

Additionally, Michael Baker conducted research, and created and implemented a public engagement plan, which informed both plans. Michael Baker created and launched a statewide survey to gain insights directly from the public and created and hosted a website that serves as a hub for the state’s broadband activities and needs. The website also houses the mapping efforts we conduct for the state and relevant dashboards.

BROADBAND EXPANSION STUDY, SOMERSET COUNTY, PENNSYLVANIA

Michael Baker is partnering with Somerset County, PA to provide broadband consulting services to assist in the expansion of broadband to unserved and underserved areas throughout the county. In order to secure broadband planning and deployment funds, the County must collect reliable data to determine areas most in need. To achieve this and provide necessary deliverables, Michael Baker will analyze and document areas currently lacking high-speed internet, assess signal strength for existing broadband service areas, and conduct a public survey regarding internet usage and reliability.



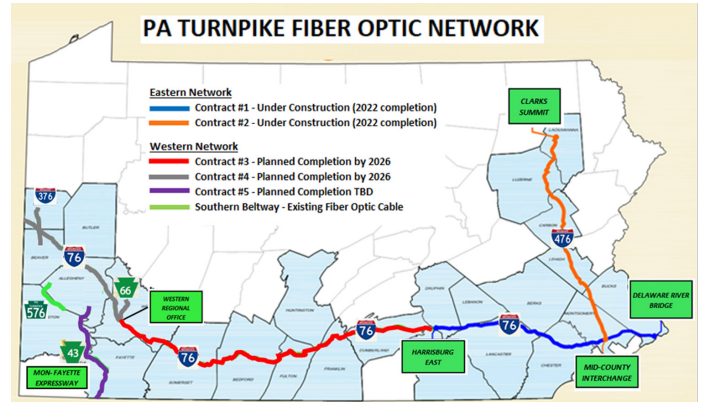
Michael Baker has made Broadband Atlases for many clients, an example of which is shown here.

access information and provide input. Michael Baker is also collaborating with the county’s internet service providers to locate potential partners who are prepared to expand high-speed internet coverage into lacking areas.

FIBER OPTIC NETWORK PLANNING, PENNSYLVANIA TURNPIKE, PENNSYLVANIA

Michael Baker has served as General Consulting Engineer for the Pennsylvania Turnpike Commission (PTC) for 65 years. Over the last five years, Michael Baker has served as technical advisor to PTC on the system-wide fiber optic network design/build contracts as well as the fiber operations, maintenance, and commercialization contract. Michael Baker works on-site with PTC staff and executives to provide program and project management for this large-scale fiber optic broadband network construction.

This broadband network will increase bandwidth and boost connectivity between the client’s administrative buildings, support automated tolling capabilities, and support other advanced telecommunications applications for improved safety and mobility. The broadband network will also assist in extending broadband to underserved areas while generating new revenue streams for the client via non-toll revenue through a unique partnership with the private sector.



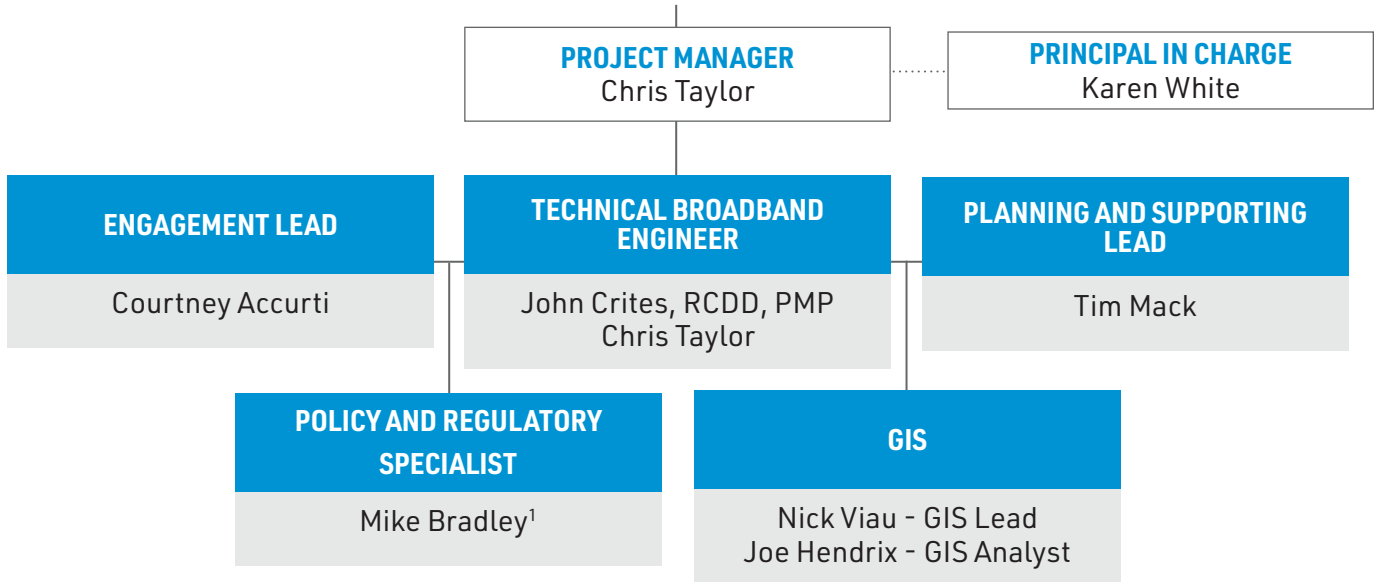
With Michael Baker’s support, PTC has been successful in dividing the state into its East Network and West Network to expand broadband statewide.

SMART UTILITIES AND FUTURE “SMART” INITIATIVES

Fiber placement allows utilities to access smart technologies for remote monitoring and maintenance. A fiber network elevates the capabilities of a Supervisory Control and Data Acquisition (SCADA) system, enabling real-time data collection, processing, and presentation. This heightened functionality enables operators to monitor water, wastewater, and other utility infrastructure status, respond promptly to alarms and events, and make well-informed decisions to improve reliability, stability, and efficiency. Furthermore, the integration of cutting-edge technologies and robust cybersecurity measures augments the overall performance and resilience of utility systems. Future smart technology initiatives begin with the development of the master plan the District is embarking on with this project.

E. RESUMES

South Tahoe Public Utility District



¹Bradley Werner, LLC

ADDITIONAL STAFF AS NEEDED
 Michael Baker maintains a deep bench of 3,700+ employees that include Planners, Engineers, Architects, GIS Professionals, Software Developers, and technology Consultants.



PROJECT MANAGER/TECHNICAL BROADBAND ENGINEER

Chris Taylor

Mr. Taylor has a Bachelor of Electrical Engineering and has a 25-year career in the telecommunications field. He has been involved in most aspects of Broadband builds from engineering design, construction management, and project management. His most recent position was supporting a \$100M+ Fiber to the Home (FTTH) project in Mohave County, AZ, providing 1G symmetrical to the unserved and underserved as a Process Improvement Manager. He interfaced with clients, vendors, construction contractors' upper management, accounting, and local project managers over the FTTH project. He is flexible and detail-oriented and has demonstrated abilities in producing quality technical documentation and process improvement.

Years Experience
25

Education
Bachelor of Electrical Engineering, 1994, Auburn University



PRINCIPAL IN CHARGE

Karen White

Years Experience

25

Education

M.S., (Ongoing)
Electrical Engineering
Florida Atlantic
University, B.S.
Electrical & Computer,
Engineering, University
of Miami, Cum Laude
B.M Music Engineering,
Technology University
of Miami

Ms. White is a highly regarded executive with over 25 years of leadership experience in state, local, and tribal government broadband and wireless communications policy, business, and engineering. She also has experience in program and project management; grant program development and execution; client solutions and relationships; and government contracting. Ms. White has led multi-million-dollar broadband programs for the City of Boston and the states of Alabama, Georgia, New Mexico, and Wyoming as well as projects for Los Angeles County Public Works; Summit County, Colorado; Harford County, Maryland; and tribal entities in Southern California. As Vice President, Ms. White leads Michael Baker's National Broadband Practice, leveraging her experience managing high-performing teams, acting as client engagement lead on multi-million-dollar broadband projects, and developing partnerships among clients, service providers, and other organizations.



ENGAGEMENT LEAD

Courtney Accurti

Years Experience

21

Education

M.A., 2014,
Organizational
Leadership, Mansfield
State College

B.A., 2004, Political
Science/International
Relations, University of
Delaware

Ms. Accurti has considerable experience in communications, focusing on public affairs, public relations, media relations, advocacy initiatives, coalition building, stakeholder engagement, and community relations activities. She builds on nearly 20 years of experience working with government entities, nonprofits, associations, and businesses to meet deliverables. From research and development through planning and execution, she takes a holistic approach to meeting client needs and goals.



TECHNICAL BROADBAND ENGINEER

John Crites, RCDD, PMP

Mr. Crites is experienced in project management, systems design, development, costing, procurement, and implementation of large-scale projects. Through various roles and formal education, he has gained knowledge in areas of telecommunications and data networking from the installer, field technician, aerial construction worker, underground construction worker, fiber optic cable placement, fiber optic splicer, copper cable splicer, PBX installation, data device installation and configuration, field service management, organizational management, cybersecurity governance, product development, and broadband deployment. He has experience implementing projects for all levels of government. Mr. Crites provides broadband consultation in his present role.

Years Experience
39

Education
B.S., 2022,
Cybersecurity, Purdue
University A.A.T., 1990,
Liberal Arts, Pierce
College

Licenses/Certifications
Project Management
Professional (PMP),
2018, 2168445

Registered
Communications
Distribution Designer,
2019, 164814



PLANNING AND SUPPORTING LEAD

Tim Mack

Mr. Mack focuses our client services with local government, community planning, and land development requirements. In his past work, he served as a lead decision maker and day-to-day administrator for Franklin County, VA's Planning and Land Development division. His key skills are centered around managing land use and development applications, interpreting both the meaning and application of local ordinances and codes, and organizing implementable strategies for our clients.

Years Experience
18

Education
M.U.R.P., 2020, Urban
and Regional Planning,
Virginia Polytechnic
Institute and State
University

B.A., 2016, Political
Science, Virginia
Polytechnic Institute
and State University



GIS LEAD

Nick Viau

Mr. Viau is a seasoned expert in geospatial data analysis, data management and natural resource sciences with more than a decade of professional experience working to provide information and insights to land managers and policy makers at the national, state and local level, primarily in the government and non-profit sectors. He has many years of experience in geospatial data acquisition, evaluation, analysis and presentation. His has extensive experience with GIS tools such as ArcGIS Pro, ArcMap, ArcGIS Online and Survey123. Throughout his career Mr. Viau has worked on or closely with a number of high-level GIS teams including: The Trust for Public Land national GIS team and the US Forest Service Regional GIS teams in regions 2 (Rocky Mountain) and 3 (Southwest).

Years Experience

13

Education

B.S., 2012, Geology/
Earth Science, Colorado
State University

Licenses/Certifications

GIS Colorado



GIS ANALYST

Joe Hendrix

Mr. Hendrix earned a B.S. in Geography with a minor in International Studies and two certifications in GIS and Sustainability. During his studies, he gained real world experience through a hands-on summer internship in water utilities services. Following graduation, he became a survey technician to broaden his knowledge and create a strong foundation in all aspects of data collection and the data manipulation process. He used this foundation to become a GIS Technician where he can deepen his skills and exercise his passion for computer mapping.

Years Experience

2

Education

B.S., 2021, Geography/
Geographic Information
Systems, University of
North Texas



POLICY AND REGULATORY SPECIALIST

Mike Bradley

Mr. Bradley is an attorney, with 30 years of experience representing governmental clients in multiple states on broadband and communications issues. Many have been clients for over 20 years. Mr. Bradley routinely advises clients on regulatory and public policy issues including interpreting federal agency rules and regulations. Mr. Bradley also advocates for governmental clients in federal and state regulatory proceedings. He routinely advises governmental clients on contract and regulatory compliance and represents clients in compliance enforcement matters. has advised governmental clients on policy to achieve equal access to broadband at the federal and state levels of government. Mr. Bradley is a frequent speaker and published author on communications law issues. He has received the highest attorney rating (A/V Preeminent) from Martindale-Hubble (Lawyers.com). Mr. Bradley is admitted to practice before multiple state courts, United States District Courts, Circuit Courts of Appeal, and the U.S. Supreme Court.



Bradley Werner
Attorneys at Law

F. STANDARD HOURLY BILLING RATES

Personnel	Title	Rate
Karen White	Principle in Charge	\$384.00
Chris Taylor	PM/Technical Broadband Engineer	\$215.39
John Crites	Technical Broadband Engineer	\$201.95
Nickolas Viau	GIS Lead	\$138.88
Joe Hendrix	GIS Analyst	\$89.28
Timothy Mack	Planning Lead	\$131.23
Courtney Accurti	Engagement Lead	\$177.70
Mike Bradley (subconsultant)	Policy and Regulatory Specialist - Bradley Werner, LLC	\$295.00

G. STATEMENT OF REMOVAL OR DISQUALIFICATION

The Michael Baker legal department is not aware of any instances in which our firm or a sub-consultant has been removed from a project or disqualified from proposing on a project. To the best of our knowledge no such instances have occurred.

WORK PROGRAM

H. OUR APPROACH

The sections below describe our understanding of the District's scope of work and our approach to completing the tasks with subsequent deliverables and workshops.

The District requires a qualified, experienced consultant to conduct a comprehensive study, collecting data about assets within the District, and providing solutions and recommendations for expansion of broadband within District boundaries. We understand the District's ultimate goal is to support government-facing operations, support current and upcoming capital projects that serve water and wastewater utilities, evaluate the potential to support wireline and wireless service providers by potentially extending fiber infrastructure throughout the District. Another goal is to provide broadband assets that enable economic development, provide access to residents through public Wi-Fi, and support the deployment of fiber networks.

The current FCC National Broadband Map shows that the primary internet service providers in the District are Digital Subscriber Line (DSL) and cable providers whose speeds are limited due to their technologies. Supporting, enabling, or building fiber networks brings higher speeds and more resilient, future-proof technology to the District.

The District's goals for this project will not only enhance operational capabilities for the District, but also support economic growth and stability and is in alignment with the areas broadband goals. The Sierra Economic Development District's Comprehensive Economic Development Strategy includes as one of its five goals to "Promote inclusive economic development by expanding broadband infrastructure." A robust fiber optic network and high-speed connectivity will help to meet these goals, attract and retain skilled workers, and draw new businesses, providing employment and boosting economic activity.

The District would like to identify assets within the District that may be used for broadband deployment. These are valuable resources to consider for building networks for connecting the utility facilities for operations and SCADA systems, District-owned buildings, residents, and businesses. Of note, Michael Baker has provided SCADA systems engineering and implementation, including off-site improvements for SCADA, telemetry and instrumentation and control (I&C) systems in Avalon, California.

Expanding fiber placement to homes and operational facilities will enable the District to implement smart technologies for remote monitoring and maintenance. A fiber network elevates the capabilities of the SCADA system, enabling real-time data collection, processing, and presentation. This heightened functionality empowers operators to vigilantly monitor utility infrastructure status, respond promptly to alarms and events, and make well-informed decisions to improve the reliability, stability, and efficiency of the water, wastewater, and other systems. Furthermore, the integration of cutting-edge technologies and robust cybersecurity measures augments the overall performance and resilience of each utility system.

Michael Baker's project will entail the following to satisfy the project requirements while instituting quality and other controls during each task:

- Kick off and other meetings
- Data collection from the District, stakeholders, and ISPs
- Analysis of relevant broadband-related surveys (e.g., the State of California's survey for the IJA BEAD and Digital Equity programs)
- Meetings and interviews with agencies, stakeholders, and ISPs
- Asset inventory and mapping of available broadband availability and other location data in a Broadband Map, a visual aid to understanding the current broadband landscape in the District
- Inventory and assessment of District-owned resources and non-District-owned assets for use in broadband deployment
- Assessment of the capacity of current providers to deliver needed connectivity

- Needs assessment and gap analysis
- Cost avoidance assessment comparing current leased circuit costs to other connection means such as a fiber network or leased dark fiber
- High-level network design and cost estimates for a District facility network and resident/business last-mile network considering available and desired technologies to deliver required speeds
- Financial projections for the network considering potential funding mechanisms and revenue
- Recommendations for actionable next steps

TASK 1: KICK OFF MEETING & PROJECT MANAGEMENT PLAN

The goal of this task is to establish a strong foundation of collaboration.

Pre-Kick Off

Our partnership will begin prior to the kick off meeting with two important actions:

Introduce the District's key personnel to the Michael Baker team

This effort is about more than names, roles, and contact information: it is an opportunity to build rapport and align our team's expertise with the unique needs and vision of the District. Having this initial meeting prior to the kick off will ensure all relevant parties can contact one another as the draft project management plan (PMP) is developed.

Draft and submit a draft PMP to the District's project manager

The key elements of the project (tasks, deliverables, schedules, and responsibilities within the team) will be outlined in this draft PMP. Critically, the PMP will provide context about our methodologies, timelines, and staff assignments. Sharing this draft PMP with the District before kick-off allows for time to adjust the PMP at the District's direction. The PMP will include plans for staffing, communications, and quality assurance/quality control (QA/QC) including establishing review cycles and specific QA/QC personnel. It will be a critical resource to the entire project team and enhance the organization and efficiency of the project's execution. Chris will also include a risk management plan to mitigate project risks as the tasks evolve. Elements of the PMP may include:

- Project purpose and contract
- Scope of work and technical work structure
- Critical assumptions and constraints
- Key personnel roles and responsibilities
- Stakeholders
- Communications plan
- Project schedule
- Project budget
- QA/QC plan
- Risk management plan
- Project closeout

Kick Off Meeting

Within a mutually agreed to period of time after receiving the Notice to Proceed, our dedicated Project Manager, Chris Taylor, will schedule the project kick off meeting with the District's Project Manager, stakeholders, subject matter experts, other designated District staff, and the key members of the Michael

Baker project team representing the primary tasks required for the project.

Kick Off Meeting Objectives

- Introduce team members and identify their roles
- Establish a clear vision of the project scope
- Review the project schedule, key milestones, and budget
- Review and confirm deliverables, data acceptance standards, and QA/QC documentation
- Review any data provided to the Michael Baker team prior to the meeting via our Request for Information
- Schedule other interim meetings as deemed necessary

Background and Current State

Both the District and Micheal Baker will briefly share relevant experiences related to this project. We want to hear from the District's project team about efforts leading up to this project. With an understanding of the Districts past experiences, the Michael Baker team will share lessons learned from similar projects.

As part of the current state, the District will share their knowledge of fiber and wireless service providers' plans for future expansion as well as long-term vision and expected timeline.

Confirm Project Goals, Objectives, and Milestones

Understanding the District's vision and intended outcomes of an expanded fiber optic network is critical to Michael Baker's work in creating a roadmap that will guide every phase of the project. We will dedicate ample time in the kick-off meeting to discussing and refining the project's goals and objectives. This collaborative approach assures that project strategies are fully aligned with the District's plans and sets the framework for a strong partnership based on mutual understanding and shared commitment to success.

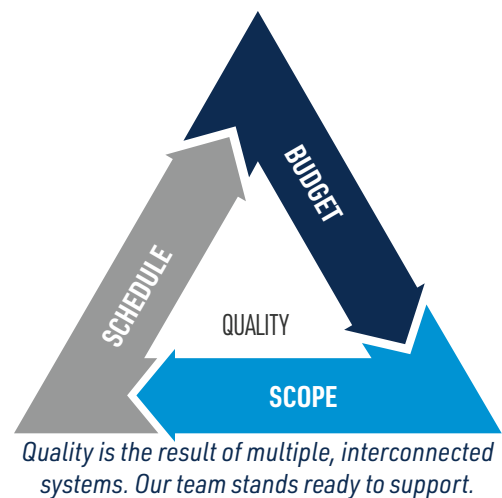
Project Management Methods and Controls

Project Manager, Chris, will be the District's single point of contact for tasks, scheduling, invoicing, and progress updates. He will leverage his experience managing a complex range of projects at the local, county, and state levels and will be supported by other key personnel shown in our organizational chart. Other outreach, engineering, and planning personnel will work with these project leaders to provide support to meet the project's needs. Michael Baker's deep bench of engineers and analysts are available as needed to enhance the team. Our team delivers high-quality work products in an efficient manner through the application of internal project management tools, on-line collaboration tools, and a well-defined project management and quality control program.

We will use our standard Project Management Planning approach for this project, allowing us to clearly define the scope, budget, and schedule. This information is shared with team members to successfully deliver a quality product. Chris will maintain Michael Baker's coordination and communication using our project management controls and procedures. These tools will enable proper planning and project execution. Throughout the life of the project, Chris will establish and attend regularly set conference calls to keep the District informed of project status, staffing requirements, and other project related needs.

Communication and Coordination

Managing distributed teams has become commonplace in recent years but still presents its own set of challenges. The proposed team is geographically diverse, requiring a robust plan for persistent



engagement across the entire team and stakeholders. We will bring the task leads together at the start of a work authorization to review and finalize project plans and schedules. Once the work authorization is approved and the project is kicked off, there will be multiple internal team status meetings to prepare for the regularly scheduled status calls with District staff.

Michael Baker uses Microsoft tools to coordinate information and maintain project documentation using standardized file organization for efficiency and expedient document access. If requested, we can establish a secure, shared repository between Michael Baker and the District for information exchange and documentation.

Schedule Management

Project schedule is an important aspect of every project, and its consideration will begin at the initiation of an assignment. **We understand that the District's LATA grant has timeline constraints and that the District requires the project to be completed within 6-12 months. Michael Baker is proposing to complete this work within nine months.**

Michael Baker's overall effort will be controlled by following a schedule-driven work plan, one that outlines critical activities, to meet these requirements. By understanding where critical and near-critical activities lie in the schedule, the Project Manager can dedicate time and resources toward targeting activities with the greatest overall schedule efficiency. The schedule will identify major activities, durations, submission dates, required review times, meetings, and critical path items, and project milestones.

A master schedule will include the vital tasks and durations as well as their dependencies to other tasks and will track progress throughout the project. The master schedule will be prepared and updated and consulted regularly so that tasks can be prioritized, and resources allocated as necessary.

Throughout the project lifecycle, we will convey schedule updates, milestones, and critical issues to the District. The project team can then address schedule conflicts and identify critical issues during regularly scheduled project updates, team huddles, or other intermittent coordination meetings.

Risk and Issue Management

Since our Project Manager and the project team have significant experience with broadband feasibility studies, we are familiar with the potential risks the project may face. Our status reporting documentation will include risk identification, impact, and mitigation plans that we will share with the District throughout the project.

Request for Information

Michael Baker will submit a formal Request for Information to collect broadband-related asset information, previous studies, and other data to enhance our understanding of the current broadband landscape within the District. In addition to the list of information included under the District-Provided Services and Data section, these data may include the following:

- Utilities and other infrastructure datasets including as-built information for District-owned assets
 - District and other local facilities, buildings, and properties and relevant GIS data
 - Utility infrastructure owned by or accessible to the District such as key water, wastewater, and stormwater infrastructure owned by or accessible to the District or the City of South Lake Tahoe Public Works department
 - Related public safety infrastructure information from the District, municipalities within the District, and the County
 - Locations of Community Anchor Institutions throughout the District (schools, libraries, government facilities, healthcare facilities, etc.)
- Additional information regarding planned and proposed capital projects in the District

- Planned infrastructure related to new construction by private developers in the District
- Pertinent studies conducted in the past regarding broadband, utility facility and information connectivity, or other related information in the District
- Information resulting from prior or ongoing studies related to broadband in the South Lake Tahoe area including, but not limited to:
 - The City of South Lake Tahoe Business and Residential Broadband Survey (launched in 2022)
 - City of South Lake Tahoe 2022 Broadband Feasibility Plan

When possible, our GIS team will map data location and accompanying metadata in the District's Broadband Map (described in Task 2 under Asset Inventory and Broadband Availability Map).

Our team is prepared to handle and analyze the District's GIS data, studies, maps, existing GIS datasets, construction project data, upcoming capital projects, wireless facility siting applications, and other relevant documents related to existing and upcoming infrastructure projects.

At this time, we will also work with the District to build a master stakeholder database which will be used to support outreach in every task of this engagement. A robust database of contacts at key organizations, institutions, and government departments in the District as well as El Dorado County and City of South Lake Tahoe is foundational to the work we will undertake and critical to meeting the project's requirements. This database will be used to share communications about the project and scheduling work sessions with various groups (ISPs in Task 2, community stakeholders and municipal departments in Task 3) and is therefore time sensitive. Delays in issuing work group session invitations and communications to participants may impact the deliverables in Tasks 2 and 3.

Deliverable

Michael Baker will develop a draft PMP for review by the District. We will update accordingly and submit a final PMP to the District within seven (7) businesses days of the kick-off meeting.

TASK 2: IDENTIFY AND INVENTORY ASSETS AND COMMUNITY PARTNERS

Michael Baker will use the data collected in Task 1 and data collected via:

Desk Inventories

Michael Baker will conduct the desk inventories to collect the following data.

1. District's fiber assets

Michael Baker will collect and map current District fiber asset information provided by the District as well as fiber within the District using such tools as FiberLocator. We will also use the FCC's National Broadband Map data to determine where ISPs claim service and map those areas. Although, the current map shows that the area is primarily served by AT&T with DSL-copper telephone wiring—and Charter with cable service. To facilitate this activity, we will work with the District to possibly execute a (free) license with CostQuest & Associates to gain access to the underlying location National Broadband Map data for the District. We will research other publicly available data regarding fiber assets in the District.

2. District assets that could support fiber network deployment

Our team will review District-owned and other properties, structures, and facilities to identify those that can be utilized for fiber network expansion. We will consider geographical location, accessibility, and existing infrastructure to pinpoint suitable assets for fiber network expansion, including rooftops, towers, and utility poles.

3. Potential Public Partnerships with a stake in the District's design of a fiber optic network

Our team will investigate opportunities for public-private partnerships that may bring additional expertise, funding, and resources. We understand the importance of having access to industry-specific knowledge,

cutting-edge technology, and robust infrastructure to ensure project success. To this end, we will facilitate open and constructive discussions between the district and potential private partners, including ISPs, technology firms, and infrastructure developers. Through these discussions, we will establish mutually beneficial partnerships to help us achieve our goals and deliver the best possible outcomes for all stakeholders.

4. Perform a gap analysis to discover current and future fiber optic related plans in the District's service area

Gathering information directly from ISPs will help effectively plan for expanding broadband services in the District. Michael Baker will support the District in communicating with the District's service providers to understand their current expansion plans and identify potential areas of collaboration or conflict that may arise. Through this process, we will assess how ISPs' plans align or diverge from the District's broadband expansion objectives. Supported by this information, the District can synchronize with ISPs as the District develops its approach to promote expanding broadband services. The District may benefit by engaging with other ISPs in the region to identify those with potential growth plans. This would be an optional initiative that is discussed with the District before engaging.

Our team of experts will conduct an analysis to determine the feasibility of incorporating private infrastructure into the district's network to enhance the quality of service delivery. We will identify potential areas of collaboration that can reduce costs, expedite the deployment process, and improve overall network capabilities. Our goal is to highlight the benefits and drawbacks of this integration and the necessary steps required to implement it seamlessly.

5. Private broadband infrastructure (e.g., dark fiber) if public data exists

We will research other private broadband infrastructure that is available via public data. By reviewing public records and industry reports, and directly interviewing dark fiber companies, we will identify existing fiber assets in the region and determine whether there are new fiber routes planned in the future.

Policy and Regulatory Review

As part of our analysis, we will review current local, state, and federal regulations and policies that may impact future fiber optic plans in the District. This will involve examining regulatory frameworks, legal guidelines, and other relevant provisions that relate to the expansion of fiber optic networks. Our team has conducted this review for the City of San Bernadino and therefore is already familiar with State of California provisions that may impact the District's initiative.

Our goal is to identify any regulatory challenges or incentives that could facilitate or hinder the growth of the network and to advise the District with actionable insights and recommendations. Understanding the latest regulatory developments and trends, we can help ensure the District is well-positioned to navigate the complex regulatory landscape and achieve their network expansion goals.

Asset Inventory and Broadband Map

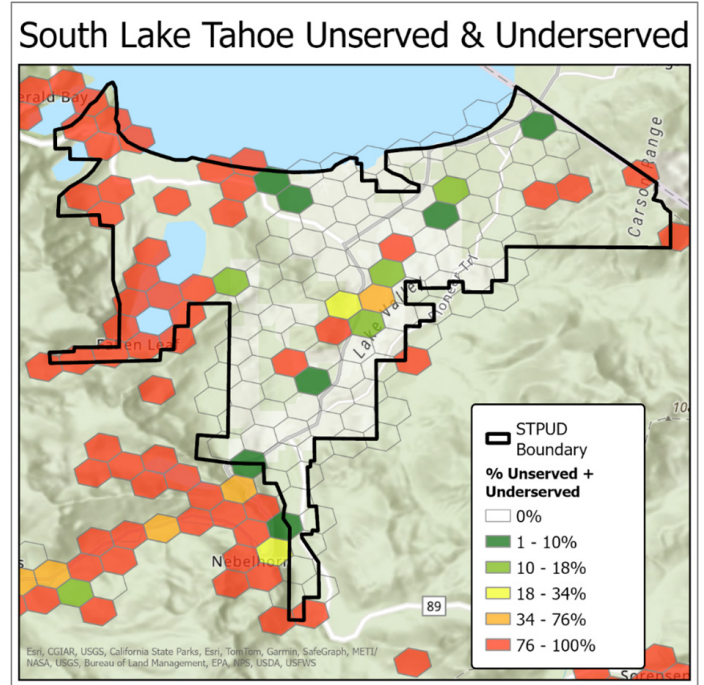
Michael Baker will develop a South Tahoe Public Utilities District Broadband Map that visually represents broadband availability within the District as well as the collected asset data. We will also develop an accompanying dashboard that showcases data that the District would like to highlight.

The map and dashboard will be built on publicly available data and insights gained from our stakeholder interviews and comments from the public.

Availability is key to determining the current broadband status within District limits. Michael Baker has been an industry leader utilizing the Federal Communications Commission's (FCC) new Broadband Data Collection fixed availability data as well as CostQuest's Broadband Serviceable Location Fabric data. We have developed an in-house methodology for processing Uber's H3 Hexagons, the FCC's fixed availability data, and the Broadband Serviceable Location Fabric data to create broadband atlases. The map below shows the current percentage of unserved and underserved locations (added together) within the District and in the surrounding area. This indicates that much of the area is served by at least 100/20 Mbps, but the FCC National Broadband Map data from the ISPs in the area indicates that the technologies are DSL and cable, not fiber.

To map the status of broadband in the District, we will include, at a minimum, the following datasets.

- The most recent FCC National Broadband Map data broken down by speed, provider, technology, and provider density. This will include fiber, cable, DSL, and fixed wireless technologies. The map on the following page illustrates, at a high level, where there are unserved and underserved areas in the District based on data submitted by providers to the FCC.
- Broadband Serviceable Location Fabric data from the FCC’s contractor, CostQuest. As noted, Michael Baker can guide the District through the process of obtaining a license for this data if the District so chooses.
- Fiber Asset Inventory cultivated from several sources, which may include:
 - Data sharing agreements via non-disclosure agreements (NDAs) between the District and last-mile or middle-mile providers
 - Publicly available information from the State of California, including the State’s Middle-Mile Broadband Initiative
 - Data available via download on provider websites
 - Michael Baker’s subscriptions to services that provide access to fiber maps, lit buildings, and data centers

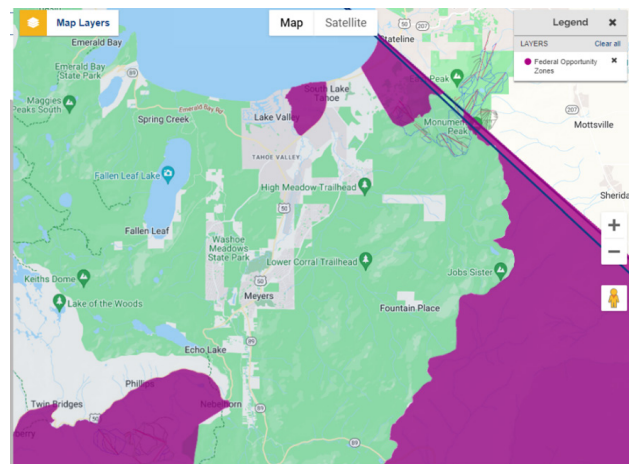


Shown here are the areas designated as unserved or underserved in the District’s service area.

We will include mappable asset data information.

By visualizing these resources and broadband service availability together in the same tool, the District will be able to gain valuable insights about broadband expansion opportunities.

We will also collect, catalog and if possible, map socio-economic data and demographics relevant to assessing the broadband landscape in the District. This may include Opportunity Zones low-income and high poverty areas, and covered populations from the Digital Equity Act. As shown in the map below, there are Opportunity Zones within and near by the District.



The purple areas here are the designated Federal Opportunity Zones in and around the District’s service area.

Deliverables and Workshop

Michael Baker will work with the District to determine the means to provide access to the Broadband Map, dashboard, and asset inventory. This may be via hosting the map on the District’s GIS platform or Michael Baker’s platform.

We will conduct a workshop to share the data collected.

TASK 3: NEEDS ASSESSMENT, GAP ANALYSIS & GOAL SETTING

To support the District’s needs assessment, gap analysis, and goal setting needs, Michael Baker will supplement the information gathered in Tasks 1 and 2 with group sessions and interviews with ISPs, residents, businesses, and other District and local agencies. During the interviews and analyses outlined here under Task 3, Michael Baker will delve deeper into the broader ecosystem of the District’s communications infrastructure. To the best of our ability, we will schedule these virtual conferences to take place over two weeks as stated in the District’s RFP. These interviews and subsequent discussions are designed to uncover and scrutinize the current landscape of policies, procedures, regulations, engineering standards, and budgets that impact the District’s capacity to realize its Fiber Optic Master Plan.

During Task 2, Michael Baker will map the areas within the District where ISPs have reported their service levels. Our approach also includes conducting interviews with ISPs, using a set of questions pre-approved by the District, to gather in-depth information about their current infrastructure, services, and upcoming fiber projects. This process is designed to provide the District the most accurate and relevant data directly from the providers. Following these interviews, Michael Baker will compile and analyze the collected information, organizing it into a concise format that will be made readily available to the District. This initiative aims to enhance the District’s understanding of the existing ISP infrastructure, services, and locations of future projects, providing a solid foundation upon which to base decisions for future development. The ultimate goal is to assist the District in defining clear, strategic goals and directions for the expansion of a robust fiber network infrastructure, aligning with the community’s needs and future growth plans.

In Task 2, we will conduct an assessment of future fiber and dark fiber in the District’s service area and in areas adjacent to the District. The data sets to be used, both public and private, as well as all related data (such as from utilities) will be incorporated. With the data gathered in Task 2, Michael Baker will be poised to undertake the Needs Assessment, Gap Analysis, and Goal Setting. Key to this is input from City and community stakeholders.

Group Sessions with Stakeholders from Key Potential User Groups

The greater South Tahoe region has a practice of excellence in identifying and placing community needs at the center of planning. The City of South Lake Tahoe 2022-2027 Housing Element, the City of South Lake Tahoe Strategic Plan 2021-2026, and the City of South Lake Tahoe Area Plan, are examples of regional efforts that reflect the intentional integration of community voices into planning efforts. Michael Baker will continue this practice through a clear, coordinated data gathering and communications strategy. With the information gleaned in Task 2, here in Task 3, we will host up to eight (8) virtual 1-hour group meetings with individuals representing key community stakeholder segments, to hear directly from them about their needs, concerns, and priorities related to broadband infrastructure.

Working with the District, we will identify stakeholders representing residents, businesses (both large and small), and community-serving organizations. We will group participants by like organizations working within related fields (e.g., social services, healthcare, education). Participants may include partners such as: the Lake Tahoe Unified School District; Barton Health; Lake Tahoe Community College; El Dorado County (and specifically the County’s Housing Authority); the Tahoe and South Tahoe Chambers; South Lake Tahoe Library; consortiums such as the Gold Country Broadband Consortium and the Tahoe Prosperity Center; the Tahoe Transportation District Board; emergency services; and others.

As a final step, we will draw from recent internet experience and digital equity surveys when possible. We will work to obtain any Tahoe Basin area-specific data the State of California Department of Technology collected via its Digital Equity Survey (conducted May-June 2023). We will also request relevant survey findings from the City of South Lake Tahoe’s *Broadband Survey* for businesses and residents when and if they become available during the project.

Small Group Sessions with District Staff

To assess the District’s needs for communication infrastructure, Michael Baker will conduct virtual

discussions with District staff such as the General Manager, Assistant General Manager/Engineer, Manager of Field Operations, Manager of Plant Operations, Engineering Department Manager, the Chief Financial Officer, and Public Outreach, as well as others – such as the Board of Directors – that the District determines can add to the conversations. Additionally with the District’s agreement, appropriate representatives from El Dorado County and the City of South Lake Tahoe will be included in the District Staff meetings. El Dorado County representation could include the Chief Administrative Office and select departments from the County’s Land Use and Development Services division. City of South Lake Tahoe representatives could include the City Manager’s Office, representatives from several of the City’s Boards and Commissions, the City Treasurer, and representatives from several of City Services 21 departments. For efficiency, we will host up to four (4) 90-minute, small group work sessions, each comprised of representatives of five to six departments. Understanding the impacts of fiber broadband infrastructure on the needs, long term plans, and policies for municipal departments is critical to this project.

The 12 virtual sessions (eight with community stakeholders, and four with the District and other community stakeholders) will take place in a condensed time frame and yield rich, actionable insights that we will summarize and disseminate quickly. To the best of our ability, we will schedule these virtual conferences to take place over two weeks as stated in the District’s RFP. Our extensive meeting facilitation and leadership experience includes incorporating artificial intelligence (AI)-powered tools such as Yabble. The result is well-organized, productive meetings with discussion topics tracked and organized to aid in piecing together similar themes across multiple sessions. The master stakeholder database (described above in Task 1) will provide us contacts’ names, email, and phone numbers. Having this information early in the project will afford the necessary time for successful communications and session planning with all participants, ultimately keeping the project on time and within budget. Timely responses from all stakeholders will be essential to comply with the District’s stated two-week timeframe for these sessions.

Identifying and Evaluating Leased Circuit Costs

Michael Baker will interview the District’s IT department to go over the existing costs that the District is currently incurring for circuits, considering the current and future needs of the District. We will analyze this information and identify areas where the District may be able to reduce or eliminate costs with the build of a fiber network or lease dark fiber.

The following outlines our proposed process for identifying and evaluating leased circuit costs. Note that work for item 5 -7 will be completed after Task 5.

- 1. Interview District’s IT Department:** Begin by interviewing the District’s IT department to gather information on current leased circuits, including contractual terms, costs, bandwidth capacities, service levels, and specific operational needs. This step is essential for establishing a baseline understanding of the existing communications infrastructure and identifying initial areas for potential optimization or replacement with District-owned fiber or other available assets.
- 2. Inventory of Current Leased Circuits:** Catalog existing leased circuit agreements, including terms, costs, bandwidth capacities, and expiration dates. This inventory will provide a baseline for current expenditures and service levels.
- 3. Analyze Requirements:** Assess the bandwidth requirements for each leased circuit. This analysis will help identify any overcapacity or underutilized services that present opportunities for optimization.
- 4. Evaluate District Fiber Capabilities:** Review the current state and potential expansion capabilities of the District-owned fiber network. This will include technical assessments of infrastructure, potential for scalability, and areas lacking coverage.
- 5. Cost Avoidance Analysis:** Conduct an analysis comparing the ongoing costs of leased circuits with the one-time and recurring expenses associated with expanding and maintaining a District-owned fiber network or leasing dark fiber circuits. This analysis will factor in not only financial considerations but also operational efficiencies, service improvements, and future scalability. Identify potential savings.
- 6. Documentation and Reporting:** Document the findings, proposed strategies, and implementation plan. This document will serve as a roadmap for the District to reduce or eliminate leased circuit costs through the strategic expansion of its fiber network.

Gap Analysis and Goal Setting

Michael Baker will compare the current state of broadband within the District with the needs collected during the proposed outreach engagements and other activities. We will identify the gaps between what the current infrastructure and other assets available can provide and the needs of the District and its residents and businesses.

We will then work with the District to define an actionable set of goals for broadband within the District to fill these gaps. We will align these goals with the State of California's goals as defined in their BEAD Five-Year Action Plan, Digital Equity Plan, and other broadband-related documents and any County or local municipal goals and plans for broadband. These gaps and goals will inform the requirements for network expansion within the District, Task 4.

Deliverables and Workshop

Michael Baker will compile the results of the activities in Task 4 in a technical memorandum. The memorandum will summarize the input received during the proposed outreach and meetings, outline the results of the leased circuit cost analysis, document gaps discovered and District-defined goals.

We will facilitate a workshop to share the highlights and results of the activities in Task 3 the technical memorandum's findings. By engaging in a collaborative dialogue, the District will contribute to refining the strategic direction and actionable steps for the Master Plan.

TASK 4: CONCEPTUAL NETWORK ROUTES AND INFRASTRUCTURE REQUIREMENTS

Michael Baker will leverage the asset inventory and insights gained from Task 2, along with the nuanced understanding of the District's needs acquired in Task 3, to devise and propose conceptual network routes and infrastructure requirements.

We will develop a conceptual, high-level design of a fiber network that leverages the District's existing fiber assets and considers the need to connect operations facilities, new technology project locations, wireless provider facilities to enable fast backhaul, public Wi-Fi facilities with the potential to expand to residents and businesses. We will consider the cost and feasibility of aerial and underground placement based on topography and available assets, focusing on maximizing the use of assets owned by the District. The aim is to create a versatile and scalable network that addresses current needs while being adaptable to future technological advancements and District connectivity requirements.

We will also consider factors crucial to attracting potential network customers and service providers—high capacity, reliable, and scalable—that align with the evolving demands of customers. We will explore different business models such as open architecture or wholesale models that may attract operators.

Broadband Equipment and Technology Lifecycle Costs

Michael Baker will assess broadband equipment and technology lifecycle costs, which are fundamental to project planning. We will review costs of the initial investment in network infrastructure as well as depreciation schedules, ongoing maintenance, and technology upgrades. Fiber-optic networks typically have a lifespan of 20-25 years before major upgrades to the infrastructure are required. Electronic upgrades are primarily software based, meaning less cost to the network owner or operator. Wireless network equipment is usually replaced every 7-10 years. So although a wireless network appears cost-effective initially, a fiber network is typically a better investment over time. Understanding the lifespan of equipment and considering future-proofing measures will enable accurate budgeting and sustainability of the network.

Approach

Our network design and cost deliverables will consider potential future construction projects as they relate to the District, other utilities, communities, households, and businesses in specified project areas. We will

also consider the contingencies for access, right-of-way, or obstructive issues with proposed modifications of infrastructure routing. We will use the data from our collaboration with the District to:

- Input design parameters specific to the District's need in our cloud-based software
- Determine locations intended for build-out
- Outline the areas for the design to run using a phased area approach

Outputs from this effort include:

- High-level fiber design utilizing the criteria set
- Bill of materials (BOM)
- Locations for the electronic equipment and passive equipment that will be required

These steps will be taken across the District's footprint and show suggested fiber routes for the District's current operations, future expansion, public wi-fi, and outline the potential for residential and commercial broadband services. Michael Baker will present this to the District to show possible fiber network design and costs.

Deliverables and Workshop

Our team will work with the District in an interactive workshop to go over preferences for routes and critical locations to terminate fiber at or routes for fiber nearby for future access. This workshop will focus on a detailed comparison of aerial, buried, and hybrid solution approaches, considering their respective benefits, challenges, and suitability to the specific needs and constraints of the District's service area. Our team will present insights from our many years in the telecom space to illustrate the potential impact of each construction method on network performance, cost-effectiveness, and deployment timelines. We will facilitate an open dialogue to understand the District's preferences and priorities, ensuring that the chosen solution aligns with the District's long-term objectives and community needs. This collaborative session is designed to ensure transparency, foster mutual understanding, and facilitate informed decision-making for the most effective and sustainable network infrastructure.

A technical memorandum will be provided, detailing the conceptual network routes and infrastructure requirements. This document will serve as a foundation for subsequent discussions and decisions regarding network expansion and implementation.

TASK 5: TECHNICAL SPECIFICATIONS AND COST ESTIMATION

As noted previously, Michael Baker will evaluate both aerial and buried (underground) installations, each with its own set of advantages, challenges, and cost implications. Aerial installations, often faster and less costly upfront, must be carefully considered for their susceptibility to environmental factors and potential for visual impact. On the other hand, buried installations, while more resilient and less obtrusive, require a higher initial investment and more complex planning, particularly in urban or environmentally sensitive areas.

Regarding technology options, our analysis will delve into various fiber-based delivery architectures that are pivotal to crafting a robust and scalable network. This includes point-to-point (P2P) and Ethernet architectures, renowned for their high capacity and reliability, particularly suitable for business and institutional applications requiring dedicated bandwidth. For broader residential and commercial broadband services, we will assess the viability of GPON (Gigabit Passive Optical Network), XGS-PON (10 Gbps Symmetrical Passive Optical Network), and Hybrid Fiber-Coaxial (HFC) solutions. GPON and XGS-PON offer scalable and efficient ways to deliver high-speed internet services, supporting the burgeoning demand for bandwidth-intensive applications, while Hybrid coaxial solutions can be a cost-effective approach to leverage existing infrastructure for broadband expansion. Each technological pathway will be evaluated for its alignment with the District's current infrastructure, service goals, and capacity for future technology integration, ensuring a forward-looking strategy that accommodates evolving community needs and technological advancements.

Our recommendations will be customized to the District's needs and to the needs of service providers, District government, and public safety requirements. We will prepare a system-level design and cost estimate, including a list of necessary permits for a network that aligns with the District's goals and the needs identified by other local entities. The design will facilitate connections to businesses, economic development areas, and District facilities, enabling both District or third-party operations and a phased buildout.

Approach

To develop a fiber network that meets the District's stated goals and identified needs, our team of engineers will undertake the following steps:

- Conduct a comprehensive system-level design using our internet based software that aligns with the District's objectives and the connectivity needs of local government entities, focusing on enhancing connectivity for businesses, economic development zones, and key District facilities.
- Develop an accurate cost estimate that encompasses all aspects of the fiber network deployment, from initial groundwork to final implementation, ensuring financial transparency and budgetary planning.
- Compile a detailed list of all necessary permits, identifying regulatory requirements and facilitating a streamlined approval process. This phase will also include considerations for both District-managed and third-party operations, offering flexibility in network management and operational efficiency.
- Devise a phased buildout plan that prioritizes critical areas and allows for scalable expansion, accommodating future growth and technological evolution.

This structured approach ensures a comprehensive, cost-effective, and regulatory-compliant strategy for developing a fiber network that meets the District's current and future needs.

The network design will reflect best practices in security and resiliency and will consider innovative solutions to determine the best route for the district to take. Small cell and smart city applications will be considered during the design phase and fiber sized to accommodate these services. These technologies include, but are not limited to, smart metering and energy management, which help in monitoring and optimizing energy use, environmental monitoring systems for tracking air quality and other environmental factors, and tools for enhancing public safety and security. The methods of placement will consider all-dielectric self-supporting (ADSS) aerial placement, micro-trenching, dig first policies, and innovative design to both protect and distribute fiber throughout the District.

The cost estimates will include detailed breakdowns of construction labor, materials, engineering, known permitting costs, pole attachment licensing, quality control, and testing. The estimation will include parameter reports that a fiber build will encounter along with details of anticipated roadblocks or obstacles that may arise during a fiber network build.

Deliverables and Workshops

Michael Baker will organize two pivotal workshops to facilitate a discussion around the requirements and needs of the District and a review of the network design and cost estimate for a fiber network.

The first workshop will be scheduled at task 5's outset, focusing on the initial discussion of the technical specifications and preliminary cost estimates. This session aims to gather all relevant stakeholders, including District representatives and our project team, to thoroughly examine the proposed technological solutions and their associated financial implications. The goal of this early-stage workshop is to align on the project's technical requirements, ensuring that every aspect of the network design and the budgetary considerations are clearly understood and meet the District's needs. By engaging in detailed discussions on the technical specs and cost estimates at this stage, stakeholders will have the opportunity to identify and address any discrepancies or adjustments needed, ensuring that the project's scope and budget are accurately defined from the beginning.

Following the delivery of the project deliverable and allowing ample time for the District to review the proposed network design and updated cost estimates, a second workshop will be convened. This session

is designed to provide a platform for a deep dive into the detailed design and revised cost estimates, taking into consideration any feedback or insights gained from the District's review. This workshop will enable a focused discussion on the specifics of the network design, including any modifications or enhancements suggested by the District, and an examination of the cost implications of these changes. It's an opportunity for collaborative refinement of the project plan, ensuring that the final design aligns closely with the District's expectations and priorities, and that the cost estimates are in sync with the project's scope and anticipated outcomes.

Both workshops are crucial for maintaining open lines of communication, ensuring transparency throughout the project lifecycle, and facilitating a dynamic feedback loop between the project team and the District. This structured approach ensures that the project remains responsive to the District's needs, with a clear path towards achieving a successful and cost-effective fiber network deployment.

A technical memorandum will also be delivered. This document will detail technical specifications and cost estimate, including supporting documentation and narrative explanations of construction characteristics impacting cost.

TASK 6: CAPITAL PROJECT ANALYSIS AND GRANT TECHNICAL MATERIALS

Michael Baker will conduct a focused workshop to collaborate closely with the District on their ten-year Capital Improvement Projects (CIPs), particularly concentrating on how these projects can be leveraged to advance the District's fiber network plan over the upcoming five years. With a deep understanding of the District's substantial CIP budget totaling \$225 million, which is divided into \$109.8 million for sewer projects and \$115.8 million for water projects, our attention will be particularly directed towards the significant water and sewer line replacement projects planned through the end of 2028. These projects represent nearly \$54 million for water initiatives and \$68.7 million for sewer-related improvements. Our approach includes several key steps:

- Identifying water and sewer mainline placement or replacement projects across the District, with a focus on those that offer the most substantial trenching activities. This may include, but not limited to, the following projects:
 - Herbert Walkup Waterline (2024)
 - LTB Waterline (2025)
 - Pioneer Trail Waterline-Golden (2026)
 - Angora Creek Waterline (2030)
 - Gravity Sewer Replacement Program (2024+)
- Pinpointing the largest of these projects to assess their potential for incorporating fiber network infrastructure concurrently.
- Mapping these projects against our proposed network routes to discover areas of overlap, which could benefit from the Dig Once policy.
- Evaluating the practicality of a Dig Once policy that would benefit the District, including the placement of innerduct/micro-duct within the same trenches used for water/sewer projects and installing termination handholes for future fiber access. This evaluation will consider the additional capital investment required and demonstrate the long-term cost savings from avoiding separate trenching activities for fiber installation.
- Recommending specific locations and projects where the District could realize cost savings through this integrated approach.

In conclusion, the workshop aims to provide a strategic framework that aligns the District's immediate infrastructure needs with its future fiber connectivity goals. By identifying and capitalizing on opportunities for synergy between water/sewer line replacement projects and the District's fiber network expansion, Michael Baker intends to offer a roadmap for cost-effective, efficient infrastructure development. This

approach not only promises to enhance the District's utility services but also lays the groundwork for a robust, future-proof fiber network. Through careful planning, collaborative analysis, and strategic investment in the Dig Once policy, the District can achieve significant cost savings, minimize community disruption, and accelerate the realization of its long-term vision for a connected and technologically advanced community.

LATA Grant Reporting Support

Michael Baker will support the reporting and documentation requirements for the District's LATA grant. Our team has provided reporting and compliance services to numerous entities including reporting to the NTIA and Department of Treasury for BEAD and Capital Project Funds, respectively. These responsibilities include but are not limited to, monthly drafting of detailed reports to be sent to the California Public Utilities Commission (CPUC), monitoring and updating project documentation, and keeping track of any notes or drafts relevant to the grant.

Deliverables and Workshop

The centerpiece of our deliverable will be a technical memorandum, which will serve as a foundational document for the District's grant application efforts. This memorandum will detail the technical aspects of the projects, emphasizing their readiness and compliance with the requirements of various grant opportunities. We understand the competitive nature of grant applications and will tailor our documentation to highlight the strengths and community benefits of each project, thus enhancing the likelihood of securing funding.

As described above for Task 6, a workshop will be held for Michael Baker and the District to discuss its ongoing and planned projects and how they can be leveraged to advance the District's fiber network plan over the upcoming five years.

TASK 7: MASTER PLAN COMPILATION AND APPROVAL PROCESS SUPPORT

Michael Baker will create a Fiber Optic Master Plan that supports the District's immediate objectives for a shovel-ready project and integrates the broader visions of various stakeholders. This plan will serve as a strategic guide for the District's fiber optic infrastructure development, focusing on readiness for immediate implementation upon approval.

The Master Plan will include the following:

- An executive summary that highlights the shovel-ready design and stakeholder integration. This section will provide a concise overview of the key findings and recommendations of the report and is designed to give readers a quick understanding of the report's contents. Consolidation of the Technical Memoranda from previous tasks as well as data, analyses, and insights.
- Recommendations for expanding broadband infrastructure in the District considering the needs, gaps, and analyses conducted throughout the project.
- A strategic implementation roadmap with phased development and infrastructure construction cost considerations. This section will outline a detailed plan for implementing the design over time, considering the costs and resources required to execute each phase of the plan. The roadmap will provide a clear and actionable plan to guide implementation.

We will submit a draft version of the Master Plan in Microsoft Word format for review and feedback and integrate the District's comments in a final document.

We will also provide GIS-based files (shapefiles, etc.) of the District Broadband Map and support the integration of the files into the District's GIS system.

Deliverables and Workshops

We will conduct a workshop to share the highlights of the Master Plan and discuss potential next steps.

I. SCHEDULE

Task		2024									
		March	April	May	June	July	August	September	October	November	
Task 1	Kick-Off Meeting & Project Management Plan										
Task 2	Identify and Inventory Assets and Community Partners		★								
Task 3	Needs Assessment, Gap Analysis & Goal Setting			★							
Task 4	Conceptual Network Routes and Infrastructure Requirements			★							
Task 5	Technical Specifications and Cost Estimation					★	★				
Task 6	Capital Project Analysis and Grant Technical Materials						★				
Task 7	Master Plan Compilation and Approval Process Support										★

Key dates	
Contract signed	3/1/2024
Kickoff	3/13/2024
Workshops ★(estimated)	
Task 2	4/24/2024
Task 3	5/22/2024
Task 4	5/1/2024
Task 5	7/8/2024
Task 5	7/24/2024
Task 6	8/7/2024
Task 7	11/6/2024
Deliverables	
Task 1 PMP-Draft	3/8/2024
Task 1 PMP-Final	3/22/2024
Task 2-Inventory	4/17/2024
Task 3-Needs Assessment	5/15/2024
Task 4-Routes and Requirements	7/17/2024
Task 5-Tech Specs and Cost Estimate	8/21/2024
Task 6-Shovel Ready projects	9/18/2024
Task 7-Draft-Master Plan	10/21/2024
Task 7-Final-Master Plan	10/31/2024
Weekly Meetings PM-PM	Thursday of every week for 30 minutes

J. ESTIMATED HOURS FOR EACH PHASE AND TASK

Hours by Task by Personnel	
Row Labels	Sum of Est Hours
Task 1	234
Joe Hendrix	12
John Crites	32
Karen White	24
Nickolas Viau	2
Timothy Mack	8
Chris Taylor	156
Task 2	358
Courtney Accurti	48
Joe Hendrix	26
John Crites	116
Karen White	6
Nickolas Viau	64
Timothy Mack	86
Chris Taylor	12
Task 3	454
Courtney Accurti	70
Joe Hendrix	10
John Crites	156
Nickolas Viau	22
Timothy Mack	104
Chris Taylor	92
Task 4	344
Joe Hendrix	5
John Crites	168
Karen White	8
Nickolas Viau	11
Timothy Mack	4
Chris Taylor	148
Task 5	240
Joe Hendrix	6
John Crites	108
Karen White	4
Nickolas Viau	14
Timothy Mack	46
Chris Taylor	62
Task 6	192
John Crites	96
Karen White	16
Timothy Mack	48
Chris Taylor	32
Task 7	216
Courtney Accurti	32
Joe Hendrix	12
John Crites	100
Karen White	20
Nickolas Viau	28
Timothy Mack	16
Chris Taylor	8
Task 8	184
Karen White	16
Chris Taylor	168
Grand Total	2222

Hours by Task	
Tasks	Hours
Task 1-Kickoff, PMP, Meetings	234
Task 2-Assest inventory & Partners	358
Task 3-Needs Assessment-Gap Analysis-Goal Setting	454
Task 4-Ntrwk route-infrastructure Req	344
Task 5-Technical Specs-Cost Estimate	240
Task 6-Cap Proj Analysis-Grant Tech	192
Task 7-Master Plan-Approval process	216
Project Management	184
Grand Total	2222

K. BUDGET BY TASK AND SUB-TASK

Costs by Task

Tasks	Costs
Task 1-Kickoff, PMP, Meetings	\$51,679
Task 2-Assest inventory & Partners	\$59,340
Task 3-Needs Assessment-Gap Analysis-Goal Setting	\$80,176
Task 4-Ntwrk route-infrastructure Req	\$61,320
Task 5-Technical Specs-Cost Estimate	\$44,038
Task 6-Cap Proj Analysis-Grant Tech	\$38,723
Task 7-Master Plan-Approval process	\$42,344
Project Management	\$52,330
Grand Total	\$429,950

Other Costs by Task

Tasks	Description	Costs
Task 2-Assest inventory & Partners	Bradley Werner, LLC (sub)	\$2,360
Task 3-Needs Assessment-Gap Analysis-Goal Setting	Bradley Werner, LLC (sub)	\$1,180
Task 4-Ntwrk route-infrastructure Req	ODC	\$10,000
Task 5-Technical Specs-Cost Estimate	Bradley Werner, LLC (sub)	\$1,180
Grand Total		\$14,720

L. SERVICES OR DATA TO BE PROVIDED BY THE DISTRICT

Michael Baker anticipates the following District responsibilities and services:

- Primary stakeholder participation in activities
- Final decision-making on next steps
- Provide as much data as possible in response to Michael Baker’s Request for Information before the Kick Off Meeting so our team can review and prepare; provide other data as quickly as possible
- Provide contact information for District agency and department representatives and other entities (as available) who will participate in project activities
- District representative attendance at stakeholder and ISP engagements
- Timely deliverable reviews
- Coordination of locations for on-site meetings (if necessary)
- Information including, but not limited to:
 - Utilities and other infrastructure datasets including as-built information for District-owned assets
 - District and other local facilities, buildings, and properties and relevant GIS data
 - Utility infrastructure owned by or accessible to the District such as key water, wastewater, and stormwater infrastructure owned by or accessible to the District or the City of South Lake Tahoe Public Works department
 - Related public safety infrastructure information from the District, municipalities within the District, and the County
 - Locations of Community Anchor Institutions throughout the District (schools, libraries,

government facilities, healthcare facilities, etc.)

- Additional information regarding planned and proposed capital projects in the District
- Planned infrastructure related to new construction by private developers in the District
- Pertinent studies conducted in the past regarding broadband, utility facility and information connectivity, or other related information in the District
- Information resulting from prior or ongoing studies related to broadband in the South Lake Tahoe area including, but not limited to:
 - The City of South Lake Tahoe Business and Residential Broadband Survey (launched in 2022)
 - City of South Lake Tahoe 2022 Broadband Feasibility Plan

M. SERVICES OR DATA TO BE PROVIDED BY THE MICHAEL BAKER TEAM

Michael Baker International, Inc .

Michael Baker will provide the management and execution of activities in support of the following tasks:

1. Kick Off Meeting & Project Management Plan
2. Identify and Inventory Assets and Community Partners
3. Needs Assessment, Gap Analysis & Goal Setting
4. Conceptual Network Routes and Infrastructure Requirements
5. Technical Specifications and Cost Estimation
6. Capital Project Analysis and Grant Technical Materials
7. Master Plan Compilation and Approval Process Support

Throughout delivery, Michael Baker will facilitate a minimum of six and up to eight workshops to provide updates on major project milestones, enable discussions with the District's project team and other community stakeholders, and seek approval of our recommendations. Each task will culminate in a separate Technical Memorandum with District-requested supporting documentation.

Bradley Werner, LLC

As is relevant to the tasks listed above, Bradley Werner will provide regulatory compliance to ensure that the proposed project complies with relevant telecommunications regulations and policies and to verify that the applicant has obtained necessary permits and approvals. They will provide review the legal aspects of the project, including contracts, agreements, and obligations.

N. ADDITIONAL INFORMATION

Keeping South Lake Tahoe a great place to live and work is a major priority for the District and City as a whole. Many initiatives nationwide may become a priority in your area, such as smart city integration or developing digital inclusion initiatives. As a full-service engineering and consulting firm that supports cities, counties, local, and federal institutions nationwide, Michael Baker has experience in many broadband- and connectivity-related programs. Below are brief examples of some ways we can support South Lake Tahoe's agencies, should the City and its government be interested.

INTERNATIONAL, MULTI-INDUSTRY EXPERIENCE

Michael Baker provides visionary leadership in facilitating transformational change for our clients in nearly every industry. Our work delivers differentiating innovations and dedicated experts who challenge the status quo and share a world of diverse experience and an impassioned entrepreneurial spirit. By partnering with us, the District can access our company's expertise designing and delivering engineering and consulting solutions in areas outside of broadband grant administration. Should the District be interested in our capabilities in areas other than this RFP, more information can be provided.

Our company-wide experience includes:

- Bridge
- Highway
- Intelligent Transportation (Smart Cities and Smart Vehicles)
- Federal
- Planning
- Environmental
- Aviation
- Land Development
- Cold Regions Engineering
- Geospatial Technologies
- Surveying
- Design-Build Services
- Construction Services
- Water
- Architecture
- Rail and Transit
- Energy
- Cost Management
- Sustainable and Resilient Solutions

INTEGRATION WITH SMART CITY INFRASTRUCTURE

Michael Baker investigates all possible ways to combine fiber network deployment with other smart city initiatives, such as traffic management systems, public Wi-Fi zones, Internet of Things (IoT), and emergency response networks. In these efforts, we aim to identify assets that can serve dual purposes, enhancing the overall functionality of the fiber network and other smart city systems. By doing so, we are making smart city initiatives more efficient and effective and ensuring that they work in harmony with each other.

OPTIONAL SERVICE: COMPREHENSIVE DIGITAL INCLUSION PLAN

We recognize that broadband infrastructure alone does not guarantee inclusivity. Therefore, parallel to the Fiber Optic Master Plan, our team can focus on developing a Digital Inclusion Plan. The essence of this plan is to bridge the existing digital divide, ensuring that every stakeholder has equitable access to broadband, digital literacy training, computer devices, and supportive services that enable effective use of technology.

In alignment with the District's vision of comprehensive connectivity, our team can develop a Digital Inclusion Plan to complement the Fiber Optic Master Plan. The plan will include an executive summary, background and rationale, goals and objectives, stakeholder engagement, needs assessment, strategies and actions, partnership and collaboration framework, budget and funding sources, risk management, and appendices. This integrated approach will leverage the robust infrastructure framework to achieve widespread digital equity.

O. ASSUMPTIONS

Michael Baker is committed to completing the Scope of Services identified in the RFP in twelve months or less. To achieve this commitment, we will spend a great deal of time refining the draft PMP prior to project kickoff and then incorporating the information and inputs received during the kickoff meeting itself and in the six days after the meeting before updating and delivering the final PMP seven days after the kickoff meeting. This process will also include a focus on the associated project schedule, tasks and subtasks needed to complete the deliverables that make up the master plan. Adhering to the District's budget for the project is of paramount importance – we understand the need to complete the deliverables, on schedule, while keeping within the stated budget for the project.

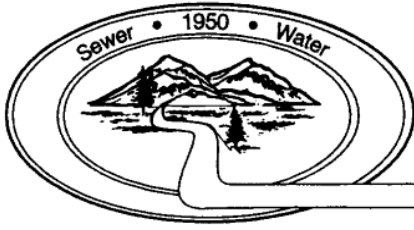
With all of this in mind, we will maintain a disciplined approach to our work throughout the project, with our core assumption being that producing the deliverables and keeping the project on time and on budget is #1. To do this, the overriding assumptions critical to doing this project successfully include:

- 1. Project Information** - Receiving all relevant information, maps, studies, District GIS data, project data, capital project s current and future, etc., will be transferred to the project team in the very early stage of the project.
- 2. LATA Reporting Assistance** - To assist the District in completing their monthly and quarterly reports on time, receiving information and direction in advance of reporting deadlines is essential.
- 3. Workshops and Group Meetings** - To ensure that all workshops and meetings are successful, the project team assumes that upfront contact information for ALL attendees will be identified; compiled and submitted soon after project commencement; meeting details and logistics will be pre-arranged before each event; the meeting schedule will fall into the stated window of time specified; and meeting & workshop attendees will show up and agree to participate and contribute input.
- 4. Project Management Meetings** - PM meetings will be held each week on a regular schedule, and that all action items from each meeting will be noted and resolved before the next weekly meeting whenever possible.
- 5. Contingencies** - Any delays in District response, meeting delays, or delays in receiving requested information may require a change in the project schedule or cost to the project.

REQUESTED CHANGES TO TERMS AND CONDITIONS

P. CHANGES TO CONTRACT

Michael Baker has reviewed the contract and will not take any exceptions/objections to the contract language.



South Tahoe Public Utility District

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Paul Hughes

Directors
Nick Haven
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David Peterson
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Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6f

TO: Board of Directors

FROM: Julie Ryan, Engineering Department Manager
Trevor Coolidge, Senior Engineer

MEETING DATE: March 7, 2024

ITEM – PROJECT NAME: Stanford Camp Electrical and Generator Building
Emergency Replacement Project

REQUESTED BOARD ACTION: Award project to the lowest, responsive, responsible bidder

DISCUSSION: Since October, staff has been working with Stanford Camp, a design team, and a local contractor under an emergency declaration to install underground components and lay the foundation for a new, relocated Electrical and Generator Building for the sewer system serving Stanford Camp. This setup allowed critical electrical facilities to be relocated out of the avalanche hazard area (where the former facility was destroyed in March 2023) in advance of winter.

Following relocation of the temporary setup out of the hazard area, the Board authorized bidding of the final building and generator replacement on December 21, 2024. Staff advertised for bids on January 5, 2024, and held a mandatory pre-construction meeting on January 16, 2024, that was attended by six general contractors possessing the proper licensing. Staff opened bids received via Planet Bids on February 20, 2024, and received one bid from White Rock Construction Inc. The District's Design Consultant, WSC, developed an Engineer's Estimate of \$381,360, and White Rock's bid was \$662,600. Staff is working with Cal OES and FEMA to secure public assistance funding which could cover up to 95% of the cost of design and construction.

A summary of White Rock's bid is attached. Following bid opening, staff received a letter of protest from a non-bidder. In consultation with the District's legal counsel, staff is reviewing the merits of the protest and will provide a recommendation for award prior to and at the Board meeting.

SCHEDULE: Upon Board Approval

COSTS: \$662,600

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Bid Summary

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES AS NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

South Tahoe

Public Utility District

1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

Telephone: (530)544-6474 Fax: (530)541-4319

Memorandum

Date: February 28, 2024

To: Board Members, Paul Hughes

From: Starlet Glaze, Contracts Specialist

Subject: Stanford Sierra Camp Generator Replacement Project

At 2:00 o'clock on the afternoon of February 20, 2023, we received one (1) electronic bid via PlanetBids for the above-referenced project.

A careful review and analysis of the bid received showed only minor deviations. See attached spreadsheet and list of deviations for a full breakdown of each bid.

White Rock Construction, Inc. is the apparent low bidder. White Rock Construction, Inc., only had four minor deviations.

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

License Number 640958 is current and active and expires on 07/21/2024.

The company is a Corporation.

White Rock Construction, Inc. holds a Class A – General Engineering license as required by the Contract.

I also contacted the California Department of Industrial Relations Contractor Registration site and verified that White Rock Construction, Inc. is registered under PWCR Number 1000011381.

Stanford Sierra Camp Generator Replacement Project					
Bid Advertised: January 5, 2024					
Bid Opening: February 20, 2024 2:00 PM (PST)					
Item Num	Description	Unit of Measure	Quantity	White Rock Construction, Inc.	Engineer's Estimate
1	Mobilization and Demobilization	LS	1	\$20,000.00	\$ 64,050.00
2	Erosion Control	LS	1	\$1,600.00	\$ 5,250.00
3	Site Grading and Permanent BMPs	LS	1	\$2,000.00	\$ 14,700.00
4	Generator Building	LS	1	\$287,200.00	\$ 160,335.00
5	Generator Equipment	LS	1	\$41,000.00	\$ 40,502.70
6	Generator Equipment Installation	LS	1	\$33,700.00	\$ 17,247.30
7	Electrical and Instrumentation Systems	LS	1	\$165,200.00	\$ 27,405.00
8	Mechanical Systems	LS	1	\$107,300.00	\$ 48,195.00
9	Miscellaneous Items	LS	1	\$4,600.00	\$ 3,675.00
			TOTAL	\$662,600.00	\$ 381,360.00

Stanford Sierra Camp Generator Replacement Project
Bid Opening: Tuesday, February 20, 2024, at 2:00 o'clock p.m.

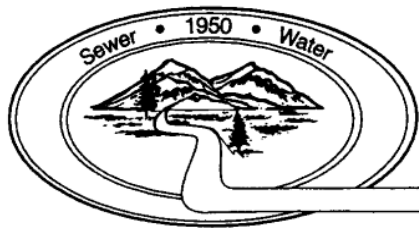
Deviations and information gathered during bid analysis of the lowest responsive responsible bid submitted:

White Rock Construction, Inc.

- List of Subcontractors
 - The entity name of one of the subcontractors listed on the Bid form did not match the California Contractor's State License Board (CA CSLB) website. We were however able to obtain and verify the correct entity name and that the entity is registered and active with the Department of Industrial Relations (CA DIR) and has a current California business license.
 - The Department of Industrial Relations (CA DIR) registration numbers for two of the subcontractors listed on the Bid form were incorrect. We were, however, able to obtain and verify the correct registration numbers and that the entities are registered and active with the Department of Industrial Relations (CA DIR) and have current California business licenses.
- Bidders General Information
 - Item 6, the name, and phone number for the brokerage agency and agent were provided but no information was provided for the surety.
- Certification by Contractor's Insurance Broker
 - The Certification was filled out incorrectly. The brokerage agency name was provided instead of the insurance company's name. We were however able to obtain the name of the insurance company from the broker and verify that it meets District requirements.

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BOARD AGENDA ITEM 12a

TO: Board of Directors
FROM: Paul Hughes, General Manager
MEETING DATE: March 7, 2024
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

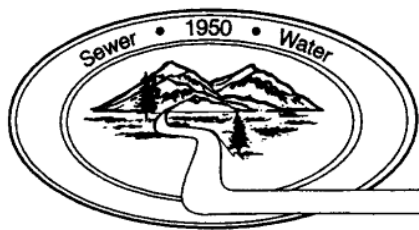
GENERAL MANAGER: YES PH NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

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General Manager
Paul Hughes

Directors
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Shane Romsos
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BOARD AGENDA ITEM 12b

TO: Board of Directors

FROM: Paul Hughes, General Manager
Liz Kauffman, Human Resources Director

MEETING DATE: March 7, 2024

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

REQUESTED BOARD ACTION: Direct Staff

DISCUSSION: Pursuant to Government Code Section 54957.6(a)/Conference with Labor Negotiators re: Memorandum of Understanding with Stationary Engineers, Local 39. Present at this Closed Session will be Agency Negotiators: Paul Hughes, General Manager; Andrea Salazar, 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:

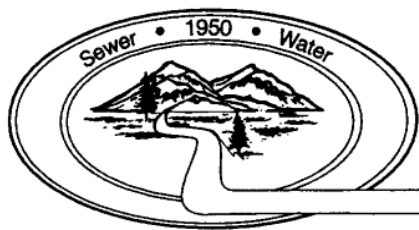
CATEGORY: Sewer/Water

GENERAL MANAGER: YES PH NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

General Manager
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BOARD AGENDA ITEM 12c

TO: Board of Directors

FROM: Paul Hughes, General Manager
Liz Kauffman, Human Resources Director

MEETING DATE: March 7, 2024

ITEM – PROJECT NAME: Closed Session –Management Group Memorandum of Understanding Contract Negotiations

REQUESTED BOARD ACTION: Direct Staff

DISCUSSION: Pursuant to Government Code Section 54957.6(a)/Conference with Labor Negotiators re: Memorandum of Understanding with the Management Group. Present at this Closed Session will be Agency Negotiators: Paul Hughes, General Manager; Andrea Salazar, Chief Financial Officer; and 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 PH NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____