

SOUTH TAHOE PUBLIC UTILITY DISTRICT
REGULAR BOARD MEETING AGENDA
Thursday, January 20, 2022 - 2:00 p.m.
District Board Room
1275 Meadow Crest Drive, South Lake Tahoe, California

David Peterson, Vice President
Chris Cefalu, Director

BOARD MEMBERS
Shane Romsos, Director

Kelly Sheehan, President
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

1. **CALL TO ORDER REGULAR MEETING – PLEDGE OF ALLEGIANCE** (At this time, please silence phones and other electronic devices so as not to disrupt the business of the meeting.)
2. **COMMENTS FROM THE AUDIENCE** (This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the District. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted five minutes, and no more than three individuals shall address the same subject.)
3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR** (For purposes of the Brown Act, all Action and Consent items listed give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.)
4. **ADOPTION OF CONSENT CALENDAR** (Any item can be removed to be discussed and considered separately upon request. Comments and questions from members of the public, staff or Board can be taken when the comment does not necessitate separate action.)
5. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION**
6. **ITEMS FOR BOARD ACTION**
 - a. Approve Payment of Claims (Debbie Henderson, Accounting Manager)
The Payment of Claims was not available when this Agenda was published due to staffing issues. Payment of Claims will be distributed prior to the January 20 Board Meeting.
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. **EL DORADO WATER AGENCY PURVEYOR REPORT**
10. **STAFF/ATTORNEY REPORTS** (Discussions may take place; however, no action will be taken.)

11. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)
- a. Staffing Update
 - b. COVID-19
 - c. 2022 General Manager Goals

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

Past Meetings/Events

- 01/06/2022 – 2:00 p.m. Regular Board Meeting at the District
- 01/12/2022 – 10:00 a.m. El Dorado Water Agency Board Meeting in Placerville
- 01/17/2022 – Martin Luther King, Jr. Holiday - District Offices Closed
- 01/18/2022 – 3:30 p.m. Operations Committee Meeting at the District

Future Meetings/Events

- 02/03/2022 - 2:00 p.m. Regular Board Meeting at the District

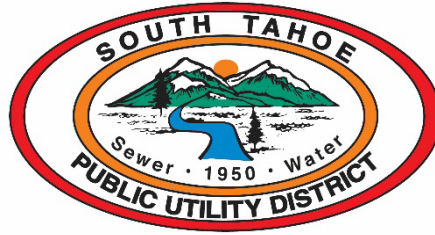
ADJOURNMENT (The next Regular Board Meeting is Thursday, February 3, 2022, at 2:00 p.m.)

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

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

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

The meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District's public meetings. If 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, January 20, 2022**

ITEMS FOR CONSENT

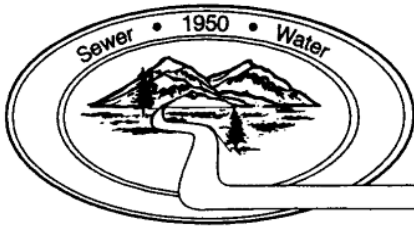
- a. **AERATION BLOWER SYSTEM EMERGENCY POWER AND SECONDARY CLARIFIERS NO'S. 1 AND 2 PROJECT**
(Brent Goligoski, Associate Engineer)
Approve Change Order No. 1 to Vinciguerra Construction, Inc., for the Aeration Blower System Emergency Power and Secondary Clarifiers No's. 1 and 2 Project.

- b. **SECONDARY CLARIFIER NO. 3 REHABILITATION PROJECT**
(Stephen Caswell, Principal Engineer)
Approve the request to reduce retention on the Secondary Clarifier No. 3 Rehabilitation Project to 5%.

- c. **SOUTH TAHOE GROUNDWATER MODEL**
(Ivo Bergsohn, Hydrogeologist)
Accept the cost proposal in an amount not-to-exceed \$36,225 from the Desert Research Institute to provide as-directed groundwater modeling services for 2022.

- d. **REGULAR BOARD MEETING MINUTES: January 6, 2022**
(Melonie Guttry, Executive Services Manager/Clerk of the Board)
Approve January 6, 2022, Minutes.

Directors
Chris Cefalu
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: Brent Goligoski, Associate Engineer
MEETING DATE: January 20, 2022
ITEM – PROJECT NAME: Aeration Blower System Emergency Power and Secondary Clarifiers No's. 1 and 2 Project (Project)

REQUESTED BOARD ACTION: Approve Change Order No. 1 to Vinciguerra Construction, Inc., for the Aeration Blower System Emergency Power and Secondary Clarifiers No's. 1 and 2 Project.

DISCUSSION: Change Order No. 1 includes no cost changes to the Contract requirements related to change order procedures and additional grant related conditions to align with federal requirements related to the funding sources for this Project which were not included in the specifications at the time of bidding.

SCHEDULE: Effective June 14, 2021

COSTS: \$0

ACCOUNT NO: 10.30.8164/BLOWER; 10.30.8088/SC1RHB; 10.30.8096/SC2RHB;
20.30.8158/TNKPWR

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Change Order No. 1, Design Construction Memo #6

CONCURRENCE WITH REQUESTED ACTION: _____ **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES _____ NO _____

CHIEF FINANCIAL OFFICER: YES PH _____ NO _____



CHANGE ORDER NUMBER 01

Project: Aeration Blower System Emergency Power and Secondary Clarifiers Nos. 1 and 2 Project

Contractor: VINCIGUERRA CONSTRUCTION, INC

Date: 1/20/2022

**PO #: 2021-1064, 2021-1065,
2021-1066, 2021-1067,
2021-1068, 2021-1069**

The Contract Shall Be Changed As Follows:

- A. Amend Sections 2.09 and 2.10 of Section 00_72_00 and add Section 2.26 to Section 00 74 00 of the contract specifications as detailed in Design Construction Memo #6, attached. These amendments are effective as of June 14, 2021. There is no change to the total Contract Amount or Contract Time related to this change in the contract.

TOTAL FOR ITEM A IS \$0.00

**TOTAL FOR CHANGE ORDER NUMBER 1 IS
A = \$0.00**

	Dollar Amounts	Contract Time
Original Contract	\$6,137,864.00	903 Calendar Days
Previous Change Orders	\$0.00	0 Calendar Days
Current Contract	\$6,137,864.00	903 Calendar Days
THIS CHANGE ORDER	\$0.00	0 Calendar Days
New Contract Total	\$6,137,864.00	903 Calendar Days

Contractor agrees to make the herein-described changes in accordance with the terms hereof. The change in contract price and/or contract time noted is full settlement for costs incurred as a result of the change(s) described, unless specifically noted in individual description(s).

Authorized By STPUD Board President

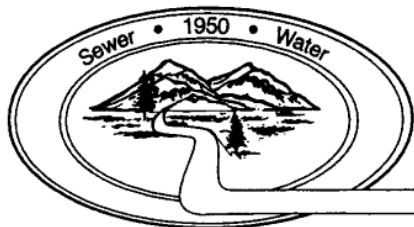
Date: _____

Accepted By Contractor

Date: _____

Reviewed By

Date: _____



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

July 30, 2021

Austin Vinciguerra
Vinciguerra Construction, Inc.
P.O. Box 157
Sutter Creek, CA 95685

Re: Aeration Blower System Emergency Power and
Secondary Clarifier Nos. 1 and 2 Rehabilitation Project
Design Construction Memo #6
Additional Grant Related Requirements

Dear Austin,

The following amendments are made to the contract to comply with our funding agency requirements. These amendments are effective as of June 14, 2021 and prior to the Contractor or subcontractors performing any work on the project or required by the contract.

1. Amendment to Section 00 72 00. Section 2.09 of Section 00_72_00 General Conditions is hereby amended in its entirety to read as follows:

2.09 CHANGES IN THE WORK

- A. The District may, at any time, by written order make changes in the work as deemed necessary by the Engineer. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract an equitable adjustment will be made to the Contract and the Contract modified in writing accordingly. Such modifications are subject to approval by the Board, in accordance with Public Contract Code §20206.2 and 20206.3.
- B. Such modification will be in the form of a Contract Change Order which will describe the work to be done or the method by which the change and cost and/or time adjustment, if any, will be determined, and the time of completion of the work.
- C. The compensation to be paid for any extra work or change shall be determined in one or more of the following ways:
 1. By agreed unit prices.
 2. By estimate and acceptance of an agreed upon lump sum.
Time and materials, if it is documented that no other method is suitable, and a ceiling price that the Contractor exceeds at its own risk has been included in the Contract Change Order. The unit prices established in the Bid for a particular item shall be valid for deviations in the bid quantity within the range established in the Bid Form (Section 00_41_00).

- D. Until one of the above methods is agreed on, or if the work is to be paid for on a time and materials basis, the Contractor shall keep full and complete records of the cost of such work in the form and manner prescribed by the Engineer and shall permit the Engineer to have access to such records as may be necessary to assist in the determination of the compensation payable for such work. Contractor must obtain the Engineer's permission, on a daily basis, as to the size of the crew, hours worked, and material to be used.
- E. Upon receipt of a Contract Change Order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of a Contract Change Order. A Contract Change Order executed by the Contractor and approved by the Engineer is an executed Contract Change Order as that term is used throughout this Section.
- F. A Contract Change Order may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in a Contract Change Order which has not been executed, the Contractor shall submit a written protest to the Engineer within ten (10) days after the receipt of such Contract Change Order. The protest shall state the points of disagreement, and, if possible, the quantities and cost involved. If a written protest is not submitted, payment will be made as provided in the Contract Change Order and such payment will constitute full compensation for all work included therein or required thereby. Such unprotested Contract Change Orders will be considered as executed Contract Change Orders. Contractor's disagreement with any Change Order does not relieve the Contractor from performance of the work, including extra work, promptly and expeditiously.
- G. Where the protest concerning a Contract Change Order relates to compensation, the compensation payable for all work specified or required by said Contract Change Order to which such protest relates will be determined in the same manner as provided in Part 2.11 for claims for extra work. The contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.
- H. Where the protest concerning a Contract Change Order relates to the adjustment of time and the completion of the work, the time to be allowed therefore will be determined as provided in this Section.
- I. The consent of the Contractor's sureties shall not be required as to any change or extra work, and the liability of the Contractor's Bonds shall be increased or decreased accordingly without notice to the sureties.

2. Amendment to Section 00 72 00. Section 2.10 of Section 00_72_00 General Conditions is hereby amended in its entirety to read as follows:

2.10 EXTRA WORK

- A. If, during the performance of the Contract, it shall, in the opinion of the District or the Engineer, become necessary or desirable for the proper completion of the Contract to order work done or materials or equipment furnished which in the opinion of the Engineer are not susceptible of classification under the unit-price items in the Bidding Schedule and are not

included in any item for which a lump sum is bid, the Contractor shall do and perform such work and furnish such materials and equipment. Such labor, materials and/or equipment will be classed as extra work, and shall be ordered in writing before such work is started. No extra work will be paid for unless ordered in writing. Extra work and materials will ordinarily be paid for at a lump sum or unit-price agreed on in writing by the Engineer and Contractor prior to the time when the Engineer ordered the extra work to be done. The performance of any extra work or the furnishing of extra material which, in the judgment of the Engineer, is of like character to and susceptible of classification under the unit-price items of the Contract as specified shall, if the order of the Engineer shall so provide, be paid for at the unit-price named for such work in the Bidding Schedule. Whenever, in the judgment of the Engineer, such extra work or such extra material as the case may be, is not of like character to and susceptible of classification under the unit-price items of the Contract as specified, and it is impracticable because of the nature of the work, or for any other reason, to fix the price before order for the extra work shall be issued, a writing documenting the foregoing circumstances shall be made, and the Contractor shall conduct the work on a time and materials basis, up to an agreed upon ceiling price that the Contractor exceeds at its own risk. Time and materials costs must be billed based on (i) actual cost of materials; and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Time and materials work is further subject to the following:

1. Direct Labor Cost - Charges for all of the labor furnished and used by the Contractor shall be as identified in the California Prevailing Wage Determination. Under no circumstances shall the Contractor be allowed to pay for labor, any amount that is less than the California prevailing Wage Determination. The Contractor shall be allowed to add to actual wages paid the labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is performed. The surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Section 9-1.04B1 of the California Department of Transportation Standard Specifications.
2. Equipment Cost - Charges for the rental and operation of the equipment furnished and used by the Contractor shall be made for all prime construction and automotive equipment. It shall not include charges for listed equipment or major tools with a new cost of \$500.00 or less. Equipment time charges shall be subject to the daily approval of the Engineer and evidence of such daily approval submitted with the billing. The equipment rental and operation rates used shall be at the established CalTrans rental rates. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra work as authorized
3. Material Costs - Charges for the cost of materials furnished by the Contractor shall be made provided such furnishing was specifically authorized in the extra work order and the actual use verified by the Engineer. Charges shall be actual cost to the Contractor delivered at the job, including all applicable sales taxes and vendor's invoice must accompany the billing along with verification of use of such materials by the Engineer.
4. General and Administrative Expenses (Tools, Supplies, Supervision, Overhead) – The added charge for general and administrative expenses, including, but not limited to, major tools, supplies, home office overhead ,field overhead, labor

liability insurance, additional bond costs, other fixed or administrative costs that are not costs of labor used in the direct performance of the work, and supervision shall not exceed twenty five percent (25%) of the total direct labor costs as defined above and shall not exceed five percent (5%) of the total equipment costs as defined above. The added charge for general and administrative expenses is exclusive of profit.

5. Work by Subcontractor - When all or any part of extra work is performed by any of the Contractor's Subcontractors, the added charge of general and administrative expenses, including, but not limited to, tools, supplies, additional bond costs, supervision, and overhead applied to the Subcontractor's actual cost of such work (determined as above) shall not exceed ten percent (10%) of the total direct labor costs and equipment costs, as defined above, to which an added charge of general and administrative expenses which shall not exceed five percent (5%) on the subcontracted portion of the extra work may be added by the Contractor. The added charge for general and administrative expenses is exclusive of profit.
 6. Profit – Profit must be negotiated as a separate element of the fixed hourly rates for time and materials work. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- B. The Contractor agrees that he shall not be entitled to claim damages for anticipated profits on any portion of work that may be deleted. The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted from the Contract amount by Contract Change Order.
 - C. The District reserves the right to contract with any person or firm other than the Contractor for any or all extra work.
 - D. Notwithstanding any other provision of the Contract Documents, including the General Conditions related to Changes in the Work and Extra Work, profit must be separately negotiated as an element of the price on all Contract Change Orders when required by and in accordance with 2 C.F.R. § 200.324(b). To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - E. All costs must be (i) necessary and reasonable; (ii) allocable to the Project; and (iii) adequately documented.

3. Amendment to Section 00 77 00. Section 00 74 00 Grant Conditions of the Contract and Technical Specifications is hereby amended by adding Section 2.26 to read as follows:

“2.26. Along with other federal funding sources, FEMA financial assistance will be used to fund all or a portion of this Contract. Contractor shall comply with all federal requirements including, but not limited to, the following:

- a. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
- b. Federal Contract Provisions attached hereto as Exhibit A and incorporated herein by reference.
- c. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.
- d. With respect to any conflict between such federal requirements and the terms of this Contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

EXHIBIT A
FEDERAL CONTRACT PROVISIONS

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience.

(i) The Contract Documents include administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the Contract and includes provisions for termination for cause by the District, including the manner by which it will be effected and the basis for settlement.

(ii) The District may, by written notice to Contractor, terminate this Contract for convenience, in whole or in part, at any time by giving written notice to Contractor of such termination, and specifying the effective date thereof (“Notice of Termination for Convenience”). If the termination is for the convenience of the District, the District shall compensate Contractor pursuant to Part 2.04 (I) of Section 01_35_00 Special Procedures.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, color, religion, sex, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.

(ii) 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, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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 11246 of September 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act:

(i) All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(ii) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(iii) Additionally, contractors are required to pay wages not less than once a week.

(d) Appendix II to Part 200 (D) – Copeland “Anti-Kickback” Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or

mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) Not applicable.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these

requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(h) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by District. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) 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.

(ii) See Public Law 115-232, section 889 for additional information.

(I) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(c) Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the District.

3. ACCESS TO RECORDS & RECORD RETENTION

(a) Access to Records. The following access to records requirements apply to this Contract:

(i) The Contractor agrees to provide the State, District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(iv) In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4. MISCELLANEOUS PROVISIONS

(a) The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

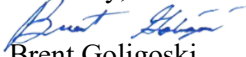
(b) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Contract. The Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(c) The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the District, Contractor, any subcontractors or any other party pertaining to any matter resulting from the Contract.

(d) Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

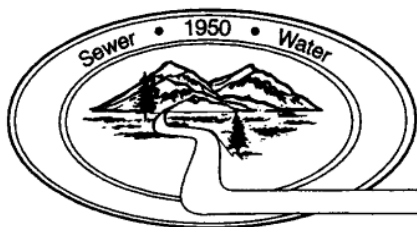
If you have any questions or concerns, please don't hesitate to call me at (530) 543-6209 (office) or (406) 925-1840 (mobile).

Sincerely,


Brent Goligoski
Associate Engineer

General Manager
John Thiel

Directors
Chris Cefalu
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 4b

TO: Board of Directors
FROM: Stephen Caswell, Principal Engineer
MEETING DATE: January 20, 2022
ITEM – PROJECT NAME: Secondary Clarifier No. 3 Rehabilitation Project

REQUESTED BOARD ACTION: Approve the request to reduce retention on the Secondary Clarifier No. 3 Rehabilitation Project to 5%.

DISCUSSION: On April 2, 2020, a Public Hearing was held to declare the Secondary Clarifier No. 3 Rehabilitation Project (Project) a "substantially complex" project as allowed in Public Contract Code Section 7201 and District Resolution No. 2904-12. This declaration allows the District to withhold 10% retention on the project instead of 5%.

District specifications state if the engineer finds that the contractor is in substantial compliance with the first 50% of the project, the engineer may, with Board approval, reduce the retention to 5% of the total project. The contractor has requested a reduction in retention. The contractor is currently 92% complete on the Project. The only remaining items are related to testing of the equipment and are scheduled to be completed within the month of January. The Project will likely be complete by the end of February 2022. Staff has reviewed the contractor's request and agrees that the reduction in retention does not create any additional risk to the District.

Staff requests the Board approve the request to reduce retention on the Secondary Clarifier No. 3 Rehabilitation Project to 5%.

SCHEDULE: Upon Board approval

COSTS: N/A

ACCOUNT NO: 1030-7003

BUDGETED AMOUNT AVAILABLE: \$322,745

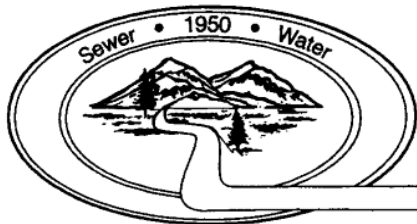
ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES _____ NO _____

CHIEF FINANCIAL OFFICER: YES PH NO _____



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 4c

TO: Board of Directors

FROM: Ivo Bergsohn, Hydrogeologist

MEETING DATE: January 20, 2022

ITEM – PROJECT NAME: South Tahoe Groundwater Model

REQUESTED BOARD ACTION: Accept the cost proposal in an amount not-to-exceed \$36,225 from the Desert Research Institute to provide as-directed groundwater modeling services for 2022.

DISCUSSION: The Desert Research Institute (DRI) has provided modeling services to the District since 2015 in support of groundwater management activities for the Tahoe Valley South Subbasin, including development of the South Tahoe Groundwater Model. The District relies on this model to calculate year-to-year changes in the water budget for the Subbasin. Most recently, DRI updated the South Tahoe Groundwater Model, developed modeling tools, and completed complex hydrologic modeling analysis needed to address recommended actions for the first five-year update of the Alternative Plan. As Groundwater Sustainability Agencies for the Tahoe Valley South Subbasin, the District and the El Dorado Water Agency (EDWA) have committed to resubmit the updated Alternative Plan to the California Department of Water Resources (DWR) by the end of April 2022.

To continue their on-going work assisting with completion of the Alternative Plan, maintaining the South Tahoe Groundwater Model, and providing as-needed modeling services for implementation of the Alternative Plan, District staff requested that DRI provide a cost proposal for as-directed modeling services through December 31, 2022. Cost for these services is proposed at a not-to-exceed cost of \$36,225. Modeling services exceeding \$36,225 would require prior District approval.

Since starting work on the South Tahoe Groundwater Model, DRI has demonstrated competence and superior qualifications at a fair and reasonable price, exceeding staff expectations. DRI has the knowledge and work experience with the model to complete tasks in a timely and cost-efficient manner. DRI has also demonstrated responsible project management skills completing this work on-time and within budget. For these reasons, staff recommends that the District accept the DRI cost proposal for as-directed groundwater modeling services, dated January 11, 2022 (attached).

Costs for these services are planned to be submitted for reimbursement through the EDWA cost share funding program. Under this program, costs approved for this Project are eligible for reimbursement on a 50% match basis.

SCHEDULE: February 1, 2022, through December 31, 2022

COSTS: \$36,225 (not-to-exceed without prior approval)

ACCOUNT NO: 20.30.6030

BUDGETED AMOUNT AVAILABLE: \$30,000

ATTACHMENTS: As-Directed Groundwater Modeling Services Supporting STPUD (DRI, 01/11/2022)

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER:

YES

NO

CHIEF FINANCIAL OFFICER:

YES

NO

PH

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As-Directed Groundwater Modeling Services Supporting STPUD

Investigators: Susan Rybarski, Mark Hausner

Presented to South Tahoe Public Utility District

Date: January 11, 2022

Background

Since 2015, the Desert Research Institute (DRI) has provided modeling services to the South Tahoe Public Utility District (STPUD) to support STPUD activities related to the Tahoe Valley South (TVS) groundwater basin model and to the groundwater management plan based on the TVS modeling results. This agreement continues those modeling services on as-needed basis to support STPUD's ongoing activities, including completion of the in-progress Alternative Plan.

Scope of Work

1. Assist with completion of the Alternative Plan (through April 2022).
2. Prepare update procedure guidelines and project workbooks for annual update of the South Tahoe Groundwater Model to incorporate recent changes to the model (through March 2022).
3. Prepare update procedure guidelines and project workbooks for annual water supply and demand assessment reporting to incorporate recent changes to the model (through July 2022).
4. Evaluation of potential locations for monitoring the impact of groundwater withdrawals on interconnected surface waters, with special emphasis on Groundwater Dependent Ecosystems (GDEs). This evaluation will include up to three site visits and will rely partially on capture analyses performed using the existing South Tahoe Groundwater Model.
5. Provide as-directed modeling services for implementation of the Alternative Plan (through December 2022).

It is DRI's understanding that STPUD will likely require additional as-directed modeling services, potentially falling within the time period of this proposal, to address:

1. Preliminary modeling evaluation of contaminant loading from source areas identified by LRWQCB within the South Y area and from the Meyers Land Fill site on active drinking water wells and on potential future District well sites.
2. Development of a revised GSFLOW model for the Lake Tahoe Hydrologic Basin including applying updated climate models to refine recharge estimates for the South Tahoe Groundwater Model.

As the scope of these two services is contingent upon ongoing work, a cost estimate for these two items is not included in this proposal. However, DRI would be pleased to submit a separate proposal to

address these items once the contingent work is completed. Any remaining funds from this proposal would also be applied to those tasks.

Deliverables

Deliverables will be determined in consultation with STPUD on an as-needed basis.

Budget

South Lake Tahoe Public Utility District
Title: As-directed Hydrologic Modeling Services Supporting
STPUD
Estimated Budget for Desert Research Institute
2/1/2022 - 12/31/2022

	Rate	Unit	Amount
PERSONNEL			
Rybarski, Susan	89.78	192	17,238
Hausner, Mark	146.29	128	18,725
SUBTOTAL			35,963
TRAVEL			
South Lake Tahoe transportation	0.575	450	258.75
SUBTOTAL			259
TOTAL COST			36,222



SOUTH TAHOE PUBLIC UTILITY DISTRICT

David Peterson, Vice President
Chris Cefalu, Director

BOARD MEMBERS
Shane Romsos, Director

Kelly Sheehan, President
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

REGULAR MEETING OF THE BOARD OF DIRECTORS
SOUTH TAHOE PUBLIC UTILITY DISTRICT
January 6, 2022
MINUTES

The South Tahoe Public Utility District Board of Directors met in a regular session, 2:02 p.m., at the District Office, located at 1275 Meadow Crest Drive, South Lake Tahoe, California.

ROLL CALL:

Board of Directors: President Sheehan, Directors Cefalu, Romsos, Peterson, Exline

Staff: John Thiel, Paul Hughes, Gary Kvistad, Melonie Guttry, Jason Glaze, Shelly Thomsen, Tim Bledsoe, Mary Alsbury, Liz Kauffman, Heidi Baugh

CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR:

None

CONSENT CALENDAR:

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

- a. **RESOLUTION TO SUBMIT APPLICATION FOR WATERLINE UPGRADES & IMPROVEMENT PROJECT CONSTRUCTION LOAN FROM STATE WATER RESOURCES CONTROL BOARD DRINKING WATER STATE REVOLVING LOAN FUND**
(Lynn Nolan, Grants Coordinator)
Adopted Resolution No. 3201-22 to Apply for Waterline Upgrades & Improvement Project Construction Loan.
- b. **RESOLUTION TO SUBMIT APPLICATION FOR TAHOE/GLENWOOD WATERLINE UPGRADES PROJECT CONSTRUCTION LOAN FROM STATE WATER RESOURCES CONTROL BOARD DRINKING WATER STATE REVOLVING LOAN FUND**
(Lynn Nolan, Grants Coordinator)
Adopted Resolution No.'s 3202-22, 3203-22 and 3204-22 to Apply for Tahoe/Glenwood Waterline Upgrades Project Construction Loan.
- c. **2021-2022 TANK COATING TOUCHUPS PROJECT**
(Julie Ryan, Engineering Department Manager and Heidi Baugh, Purchasing Agent)
Approved Change Order No. 1 to Top Line Engineers, Inc., in the amount of \$12,550.

- d. **REGULAR BOARD MEETING MINUTES: December 16, 2021**
 (Melonie Guttry, Executive Services Manager/Clerk of the Board)
 Approved December 16, 2021, Minutes.

ITEMS FOR BOARD ACTION

- a. Approve Payment of Claims (Debbie Henderson, Accounting Manager)

Moved Sheehan/Second Cefalu/Sheehan Yes/Cefalu Yes/Romsos Yes/Peterson Yes/Exline Yes
 to approve Payment of Claims in the amount of \$2,535,560.

STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS:

President Sheehan reported the 2022 committee appointments will remain the same except that the Ad-Hoc Solar Committee will now be titled Solar and Community Power Committee and the El Dorado Water Committee as well as ACWA/JPIA will fall under the Title Board Appointed Representatives. The assignments for 2022 are as follows:

STANDING COMMITTEES (Requires noticing prior to meetings)

- 1) Executive Committee Sheehan/Peterson
- 2) Finance Committee – Sheehan/Cefalu
- 3) Water and Wastewater Operations Committee – Romsos/Peterson
- 4) System Efficiency and Sustainability Committee – Romsos/Exline

AD HOC COMMITTEES (Temporary in nature; no noticing requirements prior to meetings)

- 1) Lakeside Park Associates – Sheehan/Romsos
- 2) Workforce Housing – Romsos/Exline
- 3) Organizational Structure, Service and Efficiency – Sheehan/Cefalu
- 4) Solar and Community Power Committee – Romsos/Exline

LIAISONS (Provides representation upon request by Board President)

- 1) Alpine County – Romsos
- 2) ACWA (Association of California Water Agencies) – Peterson
- 3) CASA (California Association of Sanitation Agencies) – Romsos
- 4) El Dorado County Oversight Board – Sheehan/Hughes Alternate
- 5) City and County Fire Departments – Cefalu
- 6) El Dorado County – Exline
- 7) City Council – Cefalu

BOARD APOINTED REPRESENTATIVES

- 1) El Dorado Water Agency – Peterson/Sheehan Alternate
- 2) ACWA/JPIA Board Representative – Peterson/Kauffman Alternate

Director Exline reported regarding the details from the System Efficiency and Sustainability Committee that met on January 4, 2022, and expressed appreciation for staff efficiencies. **Director Romsos** echoed appreciation for staff efficiencies and reported that several grants are expected to be received by the District. **John Thiel** provided information regarding satellite leak detections at the District and that the District is planning to expand this technology. **Director Peterson** reported the Executive Committee met just prior to the Board Meeting to discuss the General Manager's evaluation.

BOARD MEMBER REPORTS:

Directors Peterson and **Exline** expressed their enthusiasm for the adopt a hydrant program. **Director Peterson** suggested the District review the possibility of building staff housing to rent at the Diamond Valley Ranch property. **John Thiel** suggested workforce housing could be an opportunity to discuss this idea.

EL DORADO WATER AGENCY PURVEYOR REPORT:

Director Peterson reported the next meeting is January 12, 2022.

STAFF/ATTORNEY REPORTS:

None

GENERAL MANAGER REPORT:

John Thiel reported on several items:

- Provided a staffing update
- Provided a COVID-19 update including eight employees out testing positive with COVID-19 and another eight out due to exposure. The District is tightening its COVID-19 procedures due to this surge while awaiting state and federal directives.
- Reported regarding the recent snowstorm challenges including snow removal, finding fuel for generators and power outages. He expressed accolades to **Jared Aschenbach** for all his efforts on the electrical front and the field crews in working through challenging weather conditions. The Board congratulated all District staff on their efforts and efficiencies.
- Reported he is beginning the process of developing 2022 goals for the General Manager, which he will provide for discussion at the January 20 Board meeting.

BREAK AND ADJOURN TO CLOSED SESSION: 2:26 p.m.

RECONVENE TO OPEN SESSION: 2:38 p.m.

- a. Pursuant to Section 54957 of the California Government Code, Closed Session may be held regarding public employee evaluation for unrepresented employee position - General Manager.

No reportable Board Action

- b. Pursuant to Government Code Section 54957 of the California Government Code, Closed Session may be held regarding unrepresented public employee position – General Manager.

No reportable Board Action

RECONVENE TO OPEN SESSION: 2:40 p.m.

ITEMS FOR BOARD ACTION – CONTINUED

- a. General Manager Agreement for Professional Services (Liz Kauffman, Human Resources Director) – **Liz Kauffman** reported the Executive Committee met with the John Thiel and recommends approval of the General Manager Contract for a three year contract commencing January 6, 2022 through January 16, 2025, which includes a merit increase based on satisfactory performance and an indemnity clause.

Moved Cefalu/Second Sheehan/Sheehan Yes/Cefalu Yes/Romsos Yes/Peterson Yes/Exline Yes to approve the General Manager Agreement for Professional Services, between the South Tahoe Public Utility District and John Thiel for the position of General Manager, commencing January 6, 2022.

- b. General Manager Salary (Liz Kauffman, Human Resources Director) – **Liz Kauffman** reported the Board met with the general manager to perform an annual performance evaluation and found that his performance has been exemplary, therefore recommending approval to the next step in the salary range.

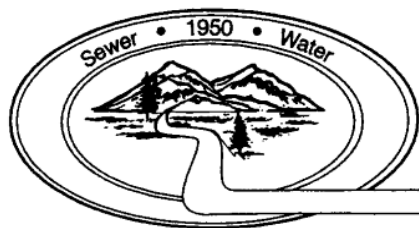
Moved Peterson/Second Romsos/Sheehan Yes/Cefalu Yes/Romsos Yes/Peterson Yes/Exline Yes to approve the General Manager's Salary for 2022-23 Contract year in the amount of \$20,337.30 per month or \$244,047.65 annually effective January 6, 2022 through January 14, 2023.

_____ Director Peterson noted that Unanimous Board support of the General Manager is impressive, powerful and positive.

ADJOURNMENT: 2:43 p.m.

Kelly Sheehan, Board President
South Tahoe Public Utility District

Melonie Guttry, 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: Debbie Henderson Accounting Manager
MEETING DATE: January 20, 2022
ITEM – PROJECT NAME: Payment of Claims

REQUESTED BOARD ACTION: Approve Payment of Claims

DISCUSSION: The Payment of Claims was not available when this Agenda was published due to staffing issues. Payment of Claims will be distributed prior to the January 20 Board Meeting.

SCHEDULE: January 6, 2022

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Interoffice memo, Payment of Claims will be presented prior to and at the Board Meeting

CONCURRENCE WITH REQUESTED ACTION: _____ **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES _____ NO _____

CHIEF FINANCIAL OFFICER: YES PH _____ NO _____

South Tahoe

Public Utility District

John Thiel, General Manager

Board Members

Chris Cefalu


David Peterson

Kelly Sheehan

Shane Romsos

Nick Exline

Memorandum

Date: January 20, 2022
To: Board of Directors
From: Paul Hughes, Chief Financial Officer 
Subject: Payment of Claims Report

Due to staffing issues, the Payment of Claims was not available at the time the agenda was published. The report will be provided to you prior to the January 20, 2022 meeting.