

SOUTH TAHOE PUBLIC UTILITY DISTRICT
REGULAR BOARD MEETING AGENDA
Thursday, May 4, 2023 - 2:00 p.m.
District Board Room
1275 Meadow Crest Drive, South Lake Tahoe, California

David Peterson, President
Nick Haven, Director

BOARD MEMBERS
Shane Romsos, Vice President

Kelly Sheehan, Director
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

1. **CALL TO ORDER REGULAR MEETING – PLEDGE OF ALLEGIANCE** (At this time, please silence phones and other electronic devices so as not to disrupt the business of the meeting.)
2. **COMMENTS FROM THE AUDIENCE** (This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the District. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted five minutes, and no more than three individuals shall address the same subject.)
3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR** (For purposes of the Brown Act, all Action and Consent items listed give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.)
4. **ADOPTION OF CONSENT CALENDAR** (Any item can be removed to be discussed and considered separately upon request. Comments and questions from members of the public, staff or Board can be taken when the comment does not necessitate separate action.)
5. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION**
6. **PRESENTATION**
 - a. Information Technology Strategic Plan Findings Presentation (Government Technology Group)
7. **ITEMS FOR BOARD ACTION**
 - a. Winter Storms Emergency Response
(John Thiel, General Manager)
 - 1) Pursuant to Public Contract Code Section 22050(c), continue the emergency action to respond to the Winter Storms Emergency pursuant to Resolution No. 3242-23; and 2) approve expenditures necessary for emergency response not to exceed \$900,000.
 - b. Tallac Creek Sewer Pipeline Protection Project
(Julie Ryan, Engineering Department Manager)
Approve Change Order No. 2 to Haen Constructors in the amount \$150,000.

- c. Keller Heavenly Water System Improvements Project, Phase 3
(Trevor Coolidge, Senior Engineer)
Approve Change Order No. 1 to White Rock Construction, Inc., in the amount of \$500,000.
8. **STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS** (Discussions may take place; however, no action will be taken.)
9. **BOARD MEMBER REPORTS** (Discussions may take place; however, no action will be taken.)
10. **STAFF/ATTORNEY REPORTS** (Discussions may take place; however, no action will be taken.)
 - a. Grants Update (Yesenia Pacheco)
 - b. Legislative Update (Shelly Thomsen)
11. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)
 - a. Staffing Update
 - b. California Tahoe Conservancy Coordination
 - c. State Water Board
12. **NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**
Past Meetings/Events
04/20/2023 – 2:00 p.m. Regular Board Meeting at the District

Future Meetings/Events
05/04/2023 – 1:00 p.m. Executive Committee Meeting at the District
05/15/2023 – 3:30 p.m. Operations Committee Meeting at the District
05/17/2023 – 10:00 a.m. El Dorado Water Agency Meeting in Placerville
05/17/2023 – 3:30 p.m. System Efficiency and Sustainability Committee Meeting at the District
05/18/2023 – 2:00 p.m. Regular Board Meeting at the District
13. **ITEMS FOR CLOSED SESSION** (The Board will adjourn to Closed Session to discuss items identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed – three minute limit.)
 - a. Pursuant to Government Code Section 54957, threat to public services or facilities, consultation with South Tahoe Public Utility District Information Technology Manager, Chris Skelly.
 - b. Pursuant to Government Code Section 54957(a)/Conference with Labor Negotiators re: Memorandum of Understanding with Stationary Engineers, Local 39. Present at this Closed Session will be Agency Negotiators: John Thiel/General Manager; Paul Hughes, Chief Financial Officer; Liz Kauffman, Human Resources Director.
 - c. 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.

ADJOURNMENT (The next Regular Board Meeting is Thursday, May 18, 2023, at 2:00 p.m.)

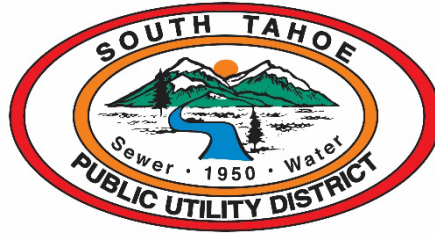
The South Tahoe Public Utility District Board of Directors regularly meets the first and third Thursday of each month. A complete Agenda packet is available for review at the meeting and at the District office during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. A recording of the meeting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

Public participation is encouraged. Public comments on items appearing on the Agenda will be taken at the same time the Agenda items

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

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

The meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District's public meetings. If 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, May 4, 2023

ITEMS FOR CONSENT

- a. **ISSUANCE OF SPECIAL USE PERMIT FOR WOLLYSTAR MUSIC FESTIVAL SECONDARY EMERGENCY EGRESS ROUTE**
(Trevor Coolidge, Senior Engineer)
Approve Issuance of a Special Use Permit to Avery Hellman to allow attendees of the Woollystar Music Festival to use an existing unimproved road across a portion of Diamond Valley Ranch in the event of an emergency.

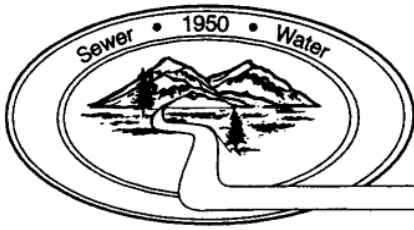
- b. **AERATION BLOWER SYSTEM EMERGENCY POWER AND SECONDARY CLARIFIERS NOS. 1 AND 2 PROJECT**
(Brent Goligoski, Associate Engineer)
Approve the Partial Closeout Agreement and Release of Claims for Vinciguerra Construction, Inc. for the Secondary Clarifiers Nos. 1 and 2 portion of the Aeration Blower System Emergency Power and Secondary Clarifiers Nos. 1 and 2 Project Contract.

- c. **RECEIVE AND FILE PAYMENT OF CLAIMS** (Greg Dupree, Accounting Manager)
Receive and file Payment of Claims in the amount of \$1,783,854.07

- d. **REGULAR BOARD MEETING MINUTES: April 20, 2023**
(Melonie Guttry, Executive Services Manager/Clerk of the Board)
Approve April 20, 2023, Minutes

General Manager
John Thiel

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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

BOARD AGENDA ITEM 4a

TO: Board of Directors

FROM: Trevor Coolidge, Senior Engineer

MEETING DATE: May 4, 2023

ITEM – PROJECT NAME: Issuance of Special Use Permit for Woollystar Music Festival
Secondary Emergency Egress Route

REQUESTED BOARD ACTION: Approve Issuance of a Special Use Permit to Avery Hellman to allow attendees of the Woollystar Music Festival to use an existing unimproved road across a portion of Diamond Valley Ranch in the event of an emergency.

DISCUSSION: Avery Hellman ("Hellman") owns property adjacent and immediately north of the District's Diamond Valley Ranch ("DVR"). Hellman is holding a music festival on her property called Woollystar Music Festival ("Festival") scheduled for June 16, 17 and 18, 2023. The maximum capacity for the Festival is 300 persons, including overnight camping on the Hellman property. This is the second year of the festival; the District issued an identical permit to Hellman in 2022 without incident.

The County of Alpine, California ("County") has issued a permit to Hellman for the Festival but is requiring Hellman to have a secondary emergency pedestrian egress route across an unimproved gravel road located on DVR. The emergency egress route across DVR would only be utilized in the event an emergency prevented utilization of the primary access/egress route to Carson River Road.

Staff recommends that the Board approve Issuance of a Special Use Permit to Avery Hellman to allow attendees of the Woollystar Music Festival to use an existing unimproved road across a portion of Diamond Valley Ranch in the event of an emergency.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Special Use Permit

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES *TC* NO

CHIEF FINANCIAL OFFICER: YES *AA* NO

EMERGENCY EGRESS SPECIAL USE PERMIT

This Emergency Egress Special Use Permit ("Permit") is made and entered into on May 4, 2023 by and between the South Tahoe Public Utility District ("District"), a California public agency formed in 1950 pursuant to the Public Utility District Act, and Avery Hellman ("Permittee"), at South Lake Tahoe, California, with reference to the following facts and intentions:

A. The District is the owner of certain real property and improvements located in Alpine County, California, a portion of which is generally described as assessor parcel numbers 001-080-080, 001-080-085 and 001-080-086 and more particularly described in the map attached as Exhibit A, which is incorporated by this reference (collectively "District Property");

B. Permittee is the owner of certain real property and improvements located in Alpine County, California, generally described as assessor parcel number 001-080-036 and more particularly described in the map attached as Exhibit A, which is incorporated by this reference (collectively "Permittee Property");

C. Permittee is organizing, promoting and holding a music festival called Woollystar Music Festival ("Festival") at the Permittee Property on June 16, 17 and 18 of 2023;

D. The County of Alpine, California, ("County") is requiring Permittee to have an emergency egress from the Permittee Property across the District Property that exits onto Barber Road; and,

D. Permittee desires, and the District agrees to allow, Permittee the right to use a portion of the District Property pursuant to the terms and conditions of this Permit.

NOW, THEREFORE, the parties agree as follows:

1. Emergency Egress Right. The District grants Permittee the right to use an unimproved gravel road located on a portion of the District Property depicted on the attached Exhibit A ("Permitted Egress Route") pursuant to the terms and conditions of this Permit. Other than as expressly provided in this Permit, Permittee shall not have any other rights with respect to the District Property.

2. Term. The term of this Permit ("Term") shall commence on June 12, 2023 ("Commencement Date") and end on June 23, 2023 ("Termination Date"). The District shall have the right to terminate this Permit immediately upon Permittee's material breach of this Permit.

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

4. Permit Fee. Permit is provided at no cost. Permittee previously paid for the development of Permit prior to first issuance in 2022.

5. Use of Permitted Egress Route.

5.1. Use. The Permitted Egress Route shall be only available for the Festival attendees' pedestrian emergency use from June 16, 2023 to June 18, 2023, and for no other use without the express written consent of the District which shall only be used for emergency egress from the Permittee Property if Permittee's primary access/egress route is not able to be utilized.

5.2. Delineation. Prior to commencement of the Festival, Permittee shall mark the Permittee Egress Route in a manner that clearly delineates the road for day and night use. Prior to the Termination Date, Permittee shall remove the marking of the Permitted Egress Route. Access from the Permittee Property to the Permitted Egress Route shall be posted with signage identifying it for emergency use only. Except as allowed by this Permit, Permittee shall not allow any of the Festival attendees to access the District Property or the Permitted Egress Route.

5.3. Compliance of Law. Permittee shall, at Permittee's sole cost and expense, comply with all applicable local, state and federal statutes, ordinances, rules, regulations, orders and requirements in effect that relate to the use of the Permitted Egress Route by Permittee.

5.4. Acceptance of Premises. The District has made no representation or warranty concerning the fitness for use or suitability for purpose of the Permitted Egress Route or the District Property, all of which are expressly disclaimed, and Permittee accepts the Permitted Egress Route "AS IS." The District expressly disclaims any representation or warranty or any liability or damage as to the Permitted Egress Route by the Festival attendees. Without limiting the above, Permittee shall bear the risk of the suitability of the Permitted Egress Route for Permittee's intended use from both an economic and liability bases and with respect to Permittee's use of the Permitted Egress Route.

5.5. Permittee's Conduct. The District shall have the right to require Permittee, its employees, contractors, consultants, vendors, invitees and agents, whom the District determines to be acting in a careless, unsafe or discourteous manner, to leave the Permitted Egress Route.

5.6. Prohibited Uses. In no event shall Permittee use the Permitted Egress Route in any manner which would, in the District's opinion, have an adverse effect on the Property or the present condition of the Property, or be incompatible with the District's preservation, protection, and restoration objectives of the District Property.

6. Maintenance and Operation/Surrender. Permittee agrees that it will, at all times during the Term, keep the Permitted Egress Route in good condition and repair. Permittee further agrees, on the last day of the Term or earlier termination of this Permit, to surrender the Permitted Egress Route in the same condition as when received and to remove all of Permittee's personal property from the Permitted Egress Route.

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

8. Alterations and Improvements. Permittee shall not make any alterations or improvements to the Permitted Egress Route without the prior written consent of the District.

9. Indemnity and Liability.

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

9.2 Exemption from Liability. The District shall not be liable for injury to Permittee's business or any loss of income or for damage to the property of Permittee, Permittee's employees, invitees, Festival attendees, or any other person in or about the Permitted Egress Route, nor shall the District be liable for injury to the person or Permittee, Permittee's employees, Festival attendees, agents or contractors, whether such damage or injury is caused by or results from fire, explosion, electricity, gas, water, rain, or from any other cause, whether such damage or injury results from

conditions arising upon the Permitted Egress Route or the District Property, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible.

10. Insurance.

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

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

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

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

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

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

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

e. Cross liability and severability of interest.

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

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

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

a. A copy of each insurance policy that provides insurance required by this section (and additional copies as requested by the District in writing). Each policy copy shall be certified by placing a statement on the policy(ies) stating that "this copy of the policy is certified to be true, correct and complete" and signed by an authorized representative of the insurer. The copy of each policy shall include each and every cover page, declaration page, form, schedule, endorsement, etc., that is a part of the policy;

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

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

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

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

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

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

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

11. Holding Over. If Permittee has not vacated the premises at the end of the Term, the Permittee will accrue charges in the amount of Five Hundred Dollars (\$500) per day beginning on the fifth (5th) day after the end of the Permit Term. All other terms and conditions remain the same as specified in this Permit.

12. General Provisions.

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

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

To: District

South Tahoe Public Utility District
Attn: General Manager

1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

With a copy to:

Gary M. Kvistad.
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, Second Floor
Santa Barbara, CA 93101

To: Permittee

Avery Hellman
1287 Caron River Road
Markleeville, CA 96120

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT

PERMITTEE

South Tahoe Public Utility District

By: _____
David Peterson, Board President

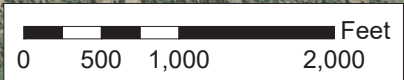
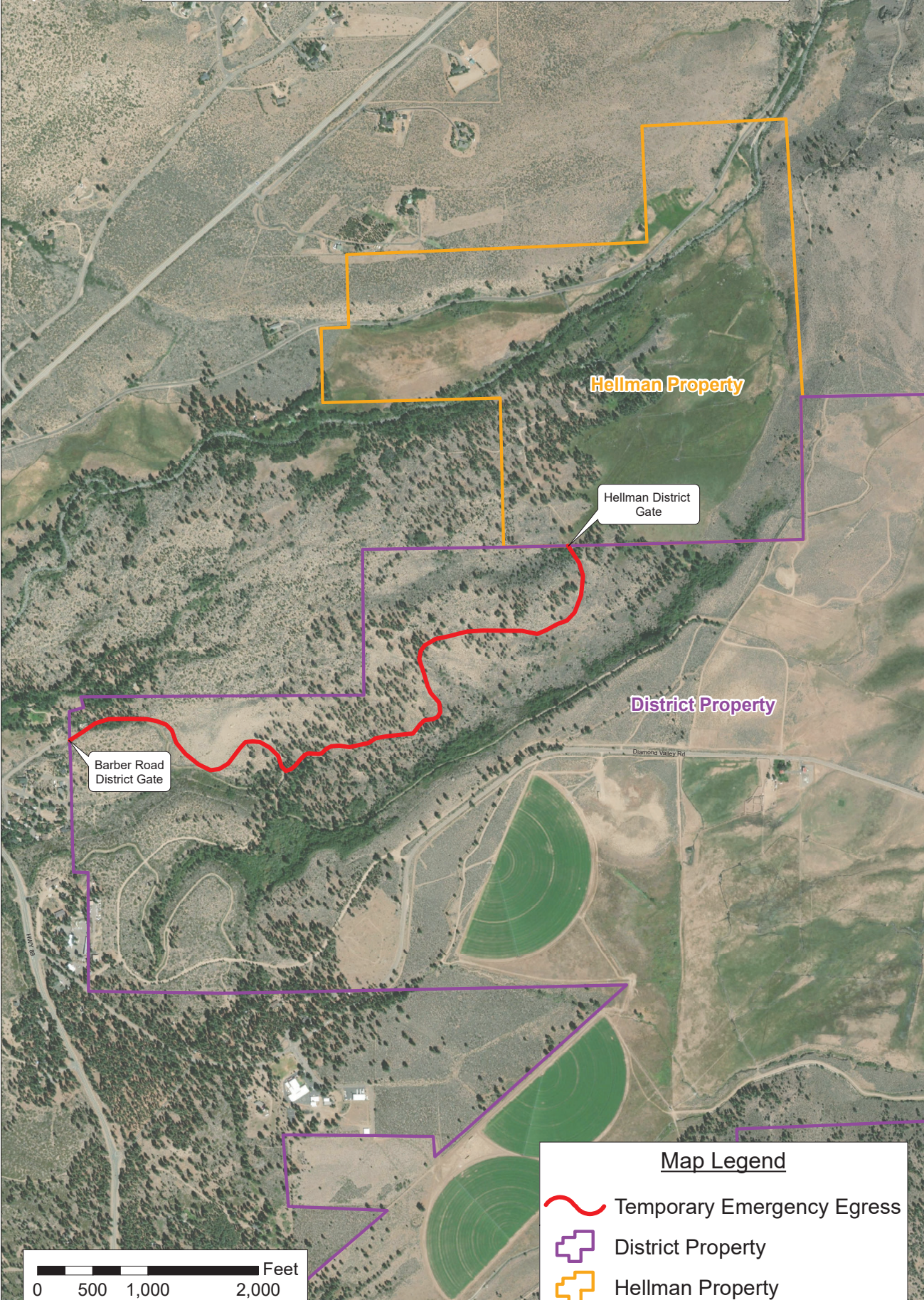
Avery Hellman

ATTEST:




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

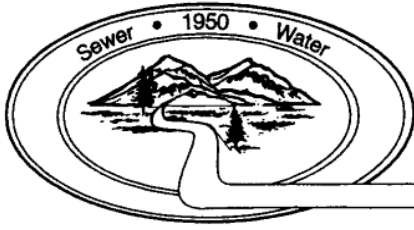


South Tahoe Public Utility District Emergency Egress Special Use Permit Exhibit A



Map Legend

-  Temporary Emergency Egress
-  District Property
-  Hellman Property



South Tahoe Public Utility District

General Manager
John Thiel

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline

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BOARD AGENDA ITEM 7d

TO: Board of Directors

FROM: Brent Goligoski, Associate Engineer

MEETING DATE: May 4, 2023

ITEM – PROJECT NAME: Aeration Blower System Emergency Power and Secondary Clarifiers Nos. 1 and 2 Project

REQUESTED BOARD ACTION: Approve the Partial Closeout Agreement and Release of Claims for Vinciguerra Construction, Inc. for the Secondary Clarifiers Nos. 1 and 2 portion of the Aeration Blower System Emergency Power and Secondary Clarifiers Nos. 1 and 2 Project Contract.

DISCUSSION: The Aeration Blower System Emergency Power and Secondary Clarifiers Nos. 1 and 2 Project (Project) consists of four unique scopes of work under a single construction Contract. 1) Purchase and installation of one new 700 kW standby generator at the Wastewater Treatment Plant, 2) Rehabilitation of the Secondary Clarifier Nos. 1 and 2 at the Wastewater Treatment Plant, 3) Installation of battery backup systems at 11 remote water tank sites within the District's water distribution system, and 4) Construction of a radio tower at the Wastewater Treatment Plant.

The District has descoped the remaining work on the Secondary Clarifiers from this project in Change Order No. 5 approved by the Board on March 16, 2023.

Vinciguerra Construction Inc. has completed all work related to the Secondary Clarifiers remaining in this portion of this project. With prior Board approval, staff filed the Partial Notice of Completion (NOC) with El Dorado County. El Dorado County recorded the NOC on March 28, 2023. The 30-day Stop Notice filing period ended on April 27, 2023. No Stop Notices have been filed. Staff recommends approval of the Partial Closeout Agreement and Release of Claims for Vinciguerra Construction, Inc. for the Secondary Clarifiers Nos. 1 and 2 portion of the Contract.

The remaining portions of the work are ongoing into the 2023 construction season.

SCHEDULE: Upon Board Approval

COSTS: N/A

ACCOUNT NO: 10.30.8088/SC1RHB; 10.30.8096/SC2RHB

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Partial Closeout Agreement and Release of Claims

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES *AG* NO

CHIEF FINANCIAL OFFICER: YES *AA* NO

PARTIAL CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS is made in South Lake Tahoe, California, this 4th day of May by and between South Tahoe Public Utility DISTRICT, hereinafter referred to as "DISTRICT", and Haen Constructors, hereinafter referred to as "CONTRACTOR".

KNOW ALL PERSONS BY THESE PRESENTS:

1. The DISTRICT and CONTRACTOR entered into that agreement for Purchase Order No's. 2021-1064, 2021-1065, 2021-1066, 2021-1067, 2021-1068, 2021-1069 for DISTRICT project described as Blower System Emergency Power & Secondary Clarifiers Nos. 1 & 2 Rehabilitation Project on 27th day of May, 2021 ("Agreement"). The Contract was amended through as approved by the parties.
2. CONTRACTOR and DISTRICT agree that the total adjusted Contract price and time of performance for Purchase Order No's. 2021-1064, 2021-1065, 2021-1066, 2021-1067, 2021-1068, 2021-1069, after the execution of the change orders, is as follows:

Original Contract Price:	\$6,137,864.00
Adjusted Contract Price:	\$3,641,135.29

3. Other than the uncompleted portions of the project ("Future Work"), described below, the DISTRICT and CONTRACTOR wish to close out the Agreement and release any claims related thereto.

The CONTRACTOR has not completed and the DISTRICT has not accepted the work related to Water Tank Backup Power, Wastewater Treatment Plant Radio Tower, and the As Needed Water and Sewer System Improvements. The CONTRACTOR will complete these work items as specified in Contract document. The DISTRICT is withholding \$794,485.30, which includes Bid Schedule D-Water Tank Backup Power, and Bid Schedule E-Allowance for As Needed System Improvements, and the Wastewater Treatment Plant Radio Tower for the Future Work of \$768,146.70 and 5% retainage of \$26,338.60

The withholding will be released when the CONTRACTOR completes the Future Work to the satisfaction and acceptance of the DISTRICT. The CONTRACTOR shall complete this Future Work pursuant to a schedule approved by the DISTRICT and no later than July 1, 2023. The 1-year warranty period for the Future Work shall commence upon the completion of the Work to the satisfaction and acceptance of the DISTRICT.

4. That the undersigned, as the authorized representative of CONTRACTOR, and for each of its successors, assigns and partners, for and in consideration of Six Million One Hundred Thirty-Seven Thousand Eight Hundred Sixty-Four Dollars (\$6,137,864.00), contract amount, minus Two Million Four Hundred Ninety-Six Thousand Seven Hundred Twenty-Eight Dollars and Seventy-One Cents (-\$2,496,728.71) for Contract Change Order Nos. 1 and 5, and less the withholding for Future Work receipt of which is acknowledged, does release and forever discharge the DISTRICT, and each of its successors, assigns, directors, officers, agents, servants, volunteers and employees, from any and all rights, claims, causes of action, demands, debts, obligations, liabilities, actions, damages, costs and expenses (including but not limited to attorneys, paralegal and experts' fees, costs and expenses) and other claims, which may be asserted against DISTRICT by reason of any matter or thing which was the subject matter of or basis for:
 - A. The performance of all terms and conditions of that certain agreement dated May 27, 2021 for Purchase Order Nos. 2021-1064, 2021-1065, 2021-1066, 2021-1067, 2021-1068, 2021-1069, DISTRICT project described as Aeration Blower System Emergency Power and Secondary Clarifiers Nos. 1 and 2 Project.

B. Change Order No. 01 pertaining to Purchase Order Nos. 2021-1064, 2021-1065, 2021-1066, 2021-1067, 2021-1068, 2021-1069 dated April 7, 2022, Change Order No. 02 pertaining to Purchase Order Nos. 2021-1064, 2021-1065, 2021-1066, 2021-1067, 2021-1068, 2021-1069 dated April 7, 2022, Change Order No. 03 pertaining to Purchase Order Nos. 2021-1068 and 1021-1069, Change Order No. 04 pertaining to Purchase Order Nos. 2021-1066 and 2021-1068, and Change Order No. 5 pertaining to Purchase Order Nos. 2021-1064 and 2021-1065 with the exception of the Future Work.

5. Nothing contained herein shall waive or alter the rights, privileges, and powers of the DISTRICT or the duties, liabilities and obligations of the CONTRACTOR and its surety in respect to any portions of the Contract Documents for Purchase Order Nos. 2021-1064, 2021-1065, 2021-1066, 2021-1067, 2021-1068, 2021-1069.
6. The DISTRICT has received no claims from the CONTRACTOR. Except as expressly provided in this section, the DISTRICT has received no other claims from the CONTRACTOR.
7. A NOTICE OF PARTIAL COMPLETION was recorded with the EI Dorado County Recorder on March 28, 2023. Upon completion of the Future Work, the parties shall enter into a Closeout Agreement and Release of Claims, as to Future Work, and record a NOTICE OF COMPLETION with the EI Dorado County Recorder.

8.		
	The presently retained amount is	\$ 78,587.46
	Original Contract amount	\$ 6,137,864.00
	Total Change Order Amount	\$ -\$2,496,728.71
	Total Contract Amount	\$ 3,641,135.29
	Less: Amount Previously Paid (Request Nos. 1 through 22)	\$2,794,401.13
	Less: Next Payment Amount (includes retainage to be paid)	\$ 52,248.86
	Retainage to be paid	\$ 52,248.86
	Retainage to be withheld	\$ 26,338.60
	Withholding for Future Work:	\$ 768,146.70

The "Retainage to be Paid" will be released to the CONTRACTOR at the expiration of the lien period 35 (thirty-five) calendar days after date of recording a NOTICE OF PARTIAL COMPLETION by EI Dorado County Recorder or when all stop notices have been released, whichever last occurs. The Release provided pursuant to this Agreement shall not apply to CONTRACTOR's right to the retention amount until and to the extent such amounts are received by CONTRACTOR.

9. It is understood and agreed by the CONTRACTOR that the facts with respect to which the Release PROVIDED PURSUANT TO THIS Agreement is given may turn out to be other than or different from the facts as now known or believed to be, and CONTRACTOR expressly assumes the risk of the facts turning out to be different than they now appear, and agrees that the release provided pursuant to this Agreement shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts and CONTRACTOR expressly waives any and all rights it has or may have under California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."

10. The release made by the CONTRACTOR is not to be construed as an admission or admissions of liability and the CONTRACTOR denies any such liability. CONTRACTOR agrees that it will forever refrain and forebear from commencing, instituting, or prosecuting any lawsuit, action or other proceeding against the DISTRICT based on, arising out of, or in any way connected with the subject matter of this release.
11. The CONTRACTOR hereby releases the DISTRICT from all claims, other than any related to the Future Work, including but not limited to those of its Subcontractors for all delay and impact costs, if any.
12. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR has not heretofore assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes or action, damages, costs, expenses and other claims and the CONTRACTOR agrees to indemnify and hold harmless the DISTRICT, its successors, assigns, directors, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.
13. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Agreement.
14. The parties further acknowledge and represent that no promise, inducement, or agreement, not herein expressed in this Agreement, have been made and that this Agreement contains the entire agreement among the parties and that the terms of the Agreement are contractual and not a mere recital.
15. The persons executing this Agreement represent and warrant to the other party that the execution and performance of the terms of this Agreement have been duly authorized by all corporate, partnership, individual, or other entity requirements and that said persons have the right, power, legal capacity, and authority to execute and enter into this Agreement.

SOUTH TAHOE PUBLIC UTILITY DISTRICT

JOHN A. THIEL, P.E., M.B.A., GENERAL MANAGER

DATED

ATTEST: MELONIE GUTTRY, CLERK OF BOARD

DATED

VINCIGUERRA CONSTRUCTION, INC.

AUSTIN VINCIGUERRA, PRESIDENT

DATED

PAYMENT OF CLAIMS

FOR APPROVAL
May 4, 2023

Payroll	4/18/23		540,406.58	
Total Payroll			540,406.58	
AFLAC/WageWorks claims and fees			116.00	
Cal Bank & Trust fiscal agent fees			45.00	
California SWRCB SRF loan payments			426,071.86	
Ameritas - Insurance Payments			5,849.10	
Total Vendor EFT			432,081.96	
<u>Weekly Approved Check Batches</u>		<u>Water</u>	<u>Sewer</u>	<u>Total</u>
Wednesday, April 19, 2023		105,521.91	511,693.63	617,215.54
Wednesday, April 26, 2023		94,890.18	98,609.70	193,499.88
Total Accounts Payable Checks				810,715.42
Utility Management Refunds			650.11	
Total Utility Management Checks			650.11	
Grand Total			\$1,783,854.07	

<u>Payroll EFTs & Checks</u>		<u>4/18/2023</u>
EFT	CA Employment Taxes & W/H	22,576.66
EFT	Federal Employment Taxes & W/H	115,438.45
EFT	CalPERS Contributions	78,822.41
EFT	Empower Retirement-Deferred Comp	24,517.09
EFT	Stationary Engineers Union Dues	2,742.77
EFT	CDHP Health Savings (HSA)	5,427.52
EFT	United Way Contributions	10.00
EFT	Employee Direct Deposits	288,438.10
CHK	Employee Garnishments	159.23
CHK	Employee Paychecks	2,274.35
<i>Total</i>		540,406.58



Payment of Claims

Payment Date Range 04/14/23 - 04/26/23
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO									
230745	Office Supply Issues	Paid by Check #112108		04/04/2023	04/19/2023	04/30/2023		04/19/2023	111.25
230746	Office Supply Issues	Paid by Check #112108		04/04/2023	04/19/2023	04/30/2023		04/19/2023	64.25
230859	Office Supply Issues	Paid by Check #112108		04/11/2023	04/19/2023	04/30/2023		04/19/2023	111.25
230860	Office Supply Issues	Paid by Check #112108		04/11/2023	04/19/2023	04/30/2023		04/19/2023	64.25
230980	Office Supply Issues	Paid by Check #112188		04/18/2023	04/26/2023	04/30/2023		04/26/2023	111.25
230981	Office Supply Issues	Paid by Check #112188		04/18/2023	04/26/2023	04/30/2023		04/26/2023	64.25
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO Totals							Invoices	6	\$526.50
Vendor 49337 - AMAZON CAPITAL SERVICES INC.									
1G9T-Y74L-7H1V	Pump Stations	Paid by Check #112109		03/24/2023	04/19/2023	04/30/2023		04/19/2023	130.28
1KGX-FYWN-76XJ	Buildings	Paid by Check #112189		03/29/2023	04/26/2023	04/30/2023		04/26/2023	331.84
136N-QMYR-KNR6	Pump Stations	Paid by Check #112109		04/02/2023	04/19/2023	04/30/2023		04/19/2023	522.23
1QY1-FFGH-L6X3	Safety Equipment - Physicals	Paid by Check #112189		04/16/2023	04/26/2023	04/30/2023		04/26/2023	109.08
Vendor 49337 - AMAZON CAPITAL SERVICES INC. Totals							Invoices	4	\$1,093.43
Vendor 44580 - ARAMARK UNIFORM SERVICES									
5980086462	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	133.68
5980086469	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	174.19
5980086474	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	146.17
5980086477	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	98.77
5980086483	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	90.28
5980086491	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	200.73
5980086496	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	35.65
5980086500	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	48.74
5980086502	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	6.95
5980086506	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	12.00
5980086507	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	24.14
5980086511	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	28.00
5980086514	Uniform Payable	Paid by Check #112110		04/05/2023	04/19/2023	04/30/2023		04/19/2023	29.23
5980088296	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	62.74
5980088298	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	97.99
5980088308	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	77.77
5980088313	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	44.91
5980088322	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	91.52
5980088331	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	115.83
5980088335	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	21.64
5980088341	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	33.79
5980088343	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	4.64
5980088349	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	5.45
5980088352	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	24.14
5980088354	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	12.72



Payment of Claims

Payment Date Range 04/14/23 - 04/26/23
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
5980088359	Uniform Payable	Paid by Check #112110		04/12/2023	04/19/2023	04/30/2023		04/19/2023	29.23
5980090287	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	57.62
5980090293	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	77.77
5980090295	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	49.79
5980090298	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	85.99
5980090303	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	114.76
5980090305	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	21.64
5980090307	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	33.79
5980090309	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	4.64
5980090310	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	5.45
5980090312	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	24.14
5980090314	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	17.84
5980090316	Uniform Payable	Paid by Check #112190		04/19/2023	04/26/2023	04/30/2023		04/26/2023	17.98
Vendor 44580 - ARAMARK UNIFORM SERVICES Totals						Invoices	38		\$2,162.31
Vendor 49958 - CHRIS & JAMIE ARNOLD									
2391202	Water Use Reduction Rebates	Paid by Check #112191		03/29/2023	04/26/2023	04/30/2023		04/26/2023	500.00
Vendor 49958 - CHRIS & JAMIE ARNOLD Totals						Invoices	1		\$500.00
Vendor 45202 - AT&T MOBILITY									
MARCH 2023-2	Telephone	Paid by Check #112192		04/02/2023	04/26/2023	04/30/2023		04/26/2023	3,023.08
Vendor 45202 - AT&T MOBILITY Totals						Invoices	1		\$3,023.08
Vendor 48000 - AT&T/CALNET 3									
000019661138	Telephone	Paid by Check #112193		03/15/2023	04/26/2023	04/30/2023		04/26/2023	24.51
000019730414	Telephone	Paid by Check #112111		04/01/2023	04/19/2023	04/30/2023		04/19/2023	24.49
000019730416	Telephone	Paid by Check #112112		04/01/2023	04/19/2023	04/30/2023		04/19/2023	24.49
000019735617	Telephone	Paid by Check #112113		04/01/2023	04/19/2023	04/30/2023		04/19/2023	1,730.56
000019758933	Telephone	Paid by Check #112114		04/07/2023	04/19/2023	04/30/2023		04/19/2023	24.49
000019758935	Telephone	Paid by Check #112116		04/07/2023	04/19/2023	04/30/2023		04/19/2023	30.76
000019758936	Telephone	Paid by Check #112117		04/07/2023	04/19/2023	04/30/2023		04/19/2023	32.45
00001978934	Telephone	Paid by Check #112115		04/07/2023	04/19/2023	04/30/2023		04/19/2023	24.49
000019807318	Telephone	Paid by Check #112194		04/15/2023	04/26/2023	04/30/2023		04/26/2023	23.17
000019807319	Telephone	Paid by Check #112193		04/15/2023	04/26/2023	04/30/2023		04/26/2023	23.18
000019827999	Telephone	Paid by Check #112195		04/20/2023	04/26/2023	04/30/2023		04/26/2023	23.16
000019828001	Telephone	Paid by Check #112196		04/20/2023	04/26/2023	04/30/2023		04/26/2023	506.65
000019828002	Telephone	Paid by Check #112197		04/20/2023	04/26/2023	04/30/2023		04/26/2023	90.73
000019828208	Telephone	Paid by Check #112198		04/20/2023	04/26/2023	04/30/2023		04/26/2023	158.49
000019828255	Telephone	Paid by Check #112199		04/20/2023	04/26/2023	04/30/2023		04/26/2023	31.43
Vendor 48000 - AT&T/CALNET 3 Totals						Invoices	15		\$2,773.05
Vendor 11551 - AXELSON IRON SHOP LLC									
065172	Mobile Equipment	Paid by Check #112118		04/11/2023	04/19/2023	04/30/2023		04/19/2023	52.97



Payment of Claims

Payment Date Range 04/14/23 - 04/26/23
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
065174	Pump Stations	Paid by Check #112200		04/12/2023	04/26/2023	04/30/2023			1,359.38
		Vendor 11551 - AXELSON IRON SHOP LLC Totals				Invoices	2		\$1,412.35
Vendor 11800 - BARTON HEALTHCARE SYSTEM 147-82716	Safety Equipment - Physicals	Paid by Check #112119		04/07/2023	04/19/2023	04/30/2023		04/19/2023	507.42
		Vendor 11800 - BARTON HEALTHCARE SYSTEM Totals				Invoices	1		\$507.42
Vendor 49419 - BEND GENETICS LLC ST2303	Monitoring	Paid by Check #112120		04/11/2023	04/19/2023	04/30/2023		04/19/2023	250.00
		Vendor 49419 - BEND GENETICS LLC Totals				Invoices	1		\$250.00
Vendor 45009 - BENTLY AGROWDYNAMICS 209849	Biosolid Disposal Costs	Paid by Check #112121		04/07/2023	04/19/2023	04/30/2023		04/19/2023	1,023.75
209883	Biosolid Disposal Costs	Paid by Check #112201		04/13/2023	04/26/2023	04/30/2023		04/26/2023	1,342.95
209908	Biosolid Disposal Costs	Paid by Check #112201		04/21/2023	04/26/2023	04/30/2023		04/26/2023	1,326.90
		Vendor 45009 - BENTLY AGROWDYNAMICS Totals				Invoices	3		\$3,693.60
Vendor 48291 - BEST BEST & KRIEGER LLP 959489	Legal-Special Projects	Paid by Check #112122		03/07/2023	04/19/2023	04/30/2023		04/19/2023	6,250.04
		Vendor 48291 - BEST BEST & KRIEGER LLP Totals				Invoices	1		\$6,250.04
Vendor 48995 - BRENLYN BORLEY BORLEY041923	Travel - Meetings - Education	Paid by Check #112202		04/20/2023	04/26/2023	04/30/2023		04/26/2023	138.62
		Vendor 48995 - BRENLYN BORLEY Totals				Invoices	1		\$138.62
Vendor 22251 - CALIF DEPT OF WATER RESOURCES 1800155622	Regulatory Operating Permits	Paid by Check #112123		03/13/2023	04/19/2023	04/30/2023		04/19/2023	57,607.00
		Vendor 22251 - CALIF DEPT OF WATER RESOURCES Totals				Invoices	1		\$57,607.00
Vendor 48767 - CALIFORNIA LAB SERVICE 3040213	Monitoring	Paid by Check #112203		04/06/2023	04/26/2023	04/30/2023		04/26/2023	143.00
3040826	Monitoring	Paid by Check #112203		04/18/2023	04/26/2023	04/30/2023		04/26/2023	126.00
		Vendor 48767 - CALIFORNIA LAB SERVICE Totals				Invoices	2		\$269.00
Vendor 49220 - CAMPORA PROPANE 3577464	Propane	Paid by Check #112204		04/18/2023	04/26/2023	04/30/2023		04/26/2023	850.27
		Vendor 49220 - CAMPORA PROPANE Totals				Invoices	1		\$850.27
Vendor 13230 - CAROLLO ENGINEERS FB35137	SCADA Historian Upgrades	Paid by Check #112124		04/10/2023	04/19/2023	04/30/2023		04/19/2023	2,653.50
		Vendor 13230 - CAROLLO ENGINEERS Totals				Invoices	1		\$2,653.50
Vendor 42328 - CDW-G CORP JB21353	Computer Purchases	Paid by Check #112205		04/17/2023	04/26/2023	04/30/2023		04/26/2023	1,873.12
		Vendor 42328 - CDW-G CORP Totals				Invoices	1		\$1,873.12



Payment of Claims

Payment Date Range 04/14/23 - 04/26/23
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 48672 - CINTAS CORP									
5154493802	Safety Equipment - Physicals	Paid by Check #112206		04/18/2023	04/26/2023	04/30/2023			645.37
		Vendor 48672 - CINTAS CORP Totals				Invoices	1		\$645.37
Vendor 49704 - CIVICWELL									
107109	Contractual Services	Paid by Check #112125		03/31/2023	04/19/2023	04/30/2023		04/19/2023	7,250.00
		Vendor 49704 - CIVICWELL Totals				Invoices	1		\$7,250.00
Vendor 40512 - CODALE ELECTRIC SUPPLY									
S8024778.002	Misc Sewer Motor Rebuilds	Paid by Check #112207		04/19/2023	04/26/2023	04/30/2023		04/26/2023	3,340.61
S8079003.001	Misc Emergency Incident Expenses	Paid by Check #112207		04/19/2023	04/26/2023	04/30/2023		04/26/2023	4,821.84
		Vendor 40512 - CODALE ELECTRIC SUPPLY Totals				Invoices	2		\$8,162.45
Vendor 48948 - ROSS COLE									
MILEAGE042023	Travel - Meetings - Education	Paid by Check #112208		04/25/2023	04/26/2023	04/30/2023		04/26/2023	144.10
		Vendor 48948 - ROSS COLE Totals				Invoices	1		\$144.10
Vendor 13643 - COLE-PARMER INSTRUMENT CO									
3413038	Laboratory Supplies	Paid by Check #112126		03/30/2023	04/19/2023	04/30/2023		04/19/2023	664.13
		Vendor 13643 - COLE-PARMER INSTRUMENT CO Totals				Invoices	1		\$664.13
Vendor 49778 - COLUMN SOFTWARE PBC									
B41A7C18-0021	Ads-Legal Notices	Paid by Check #112209		04/21/2023	04/26/2023	04/30/2023		04/26/2023	96.71
		Vendor 49778 - COLUMN SOFTWARE PBC Totals				Invoices	1		\$96.71
Vendor 49955 - ADRIAN COMBES									
MILEAGE040623	Travel - Meetings - Education	Paid by Check #112210		04/25/2023	04/26/2023	04/30/2023		04/26/2023	275.10
		Vendor 49955 - ADRIAN COMBES Totals				Invoices	1		\$275.10
Vendor 44779 - CPI INTERNATIONAL									
20060111	Laboratory Supplies	Paid by Check #112127		04/03/2023	04/19/2023	04/30/2023		04/19/2023	581.38
		Vendor 44779 - CPI INTERNATIONAL Totals				Invoices	1		\$581.38
Vendor 42897 - CWEA									
LynchJ 2023	Dues - Memberships - Certification	Paid by Check #112211		04/05/2023	04/26/2023	04/30/2023		04/26/2023	202.00
		Vendor 42897 - CWEA Totals				Invoices	1		\$202.00
Vendor 48305 - DOMENICHELLI & ASSOCIATES									
23-660 2	DVR Irrigation Reporting	Paid by Check #112128		03/24/2023	04/19/2023	04/30/2023		04/19/2023	7,070.00
		Vendor 48305 - DOMENICHELLI & ASSOCIATES Totals				Invoices	1		\$7,070.00
Vendor 43649 - DOUGLAS DISPOSAL									
2678960	Refuse Disposal	Paid by Check #112129		04/01/2023	04/19/2023	04/30/2023		04/19/2023	20.96



Payment of Claims

Payment Date Range 04/14/23 - 04/26/23
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor 43649 - DOUGLAS DISPOSAL Totals				Invoices	1	\$20.96
Vendor 14680 - EL DORADO COUNTY AIR QUAL MGMT DIST									
IN0127575	Generators	Paid by Check #112130		04/12/2023	04/19/2023	04/30/2023		04/19/2023	395.42
			Vendor 14680 - EL DORADO COUNTY AIR QUAL MGMT DIST Totals				Invoices	1	\$395.42
Vendor 44745 - ELECTRICAL EQUIPMENT CO INC									
244692	Primary Equipment	Paid by Check #112131		04/05/2023	04/19/2023	04/30/2023		04/19/2023	3,143.14
			Vendor 44745 - ELECTRICAL EQUIPMENT CO INC Totals				Invoices	1	\$3,143.14
Vendor 49573 - EUROFINS TESTAMERICA									
3800020694	Monitoring	Paid by Check #112132		04/03/2023	04/19/2023	04/30/2023		04/19/2023	40.00
3800020981	Monitoring	Paid by Check #112132		04/07/2023	04/19/2023	04/30/2023		04/19/2023	35.00
3800021457	Monitoring	Paid by Check #112212		04/17/2023	04/26/2023	04/30/2023		04/26/2023	100.00
3800021460	Monitoring	Paid by Check #112212		04/17/2023	04/26/2023	04/30/2023		04/26/2023	40.00
			Vendor 49573 - EUROFINS TESTAMERICA Totals				Invoices	4	\$215.00
Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC									
905806511	Service Contracts	Paid by Check #112213		04/01/2023	04/26/2023	04/30/2023		04/26/2023	122.20
			Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC Totals				Invoices	1	\$122.20
Vendor 14890 - FEDEX									
8-099-71844	Postage Expenses	Paid by Check #112133		04/14/2023	04/19/2023	04/30/2023		04/19/2023	61.37
8-107-94528	Postage Expenses	Paid by Check #112214		04/21/2023	04/26/2023	04/30/2023		04/26/2023	69.46
			Vendor 14890 - FEDEX Totals				Invoices	2	\$130.83
Vendor 15000 - FISHER SCIENTIFIC									
1646528	Laboratory Supplies	Paid by Check #112134		03/27/2023	04/19/2023	04/30/2023		04/19/2023	67.22
			Vendor 15000 - FISHER SCIENTIFIC Totals				Invoices	1	\$67.22
Vendor 48402 - FLYERS ENERGY LLC									
23-791826	Oil & Lubricants	Paid by Check #112135		04/03/2023	04/19/2023	04/30/2023		04/19/2023	2,221.91
23-793003	Gasoline Fuel Inventory	Paid by Check #112135		04/04/2023	04/19/2023	04/30/2023		04/19/2023	1,706.45
23-799107	Gasoline Fuel Inventory	Paid by Check #112135		04/11/2023	04/19/2023	04/30/2023		04/19/2023	1,724.27
23-801993	Gasoline & Diesel Fuel Inventory	Paid by Check #112135		04/14/2023	04/19/2023	04/30/2023		04/19/2023	4,644.93
23-806610	Gasoline Fuel Inventory & Pump Stations	Paid by Check #112215		04/20/2023	04/26/2023	04/30/2023		04/26/2023	5,619.29
			Vendor 48402 - FLYERS ENERGY LLC Totals				Invoices	5	\$15,916.85
Vendor 48288 - FRONTIER COMMUNICATIONS									
April 2023	Telephone	Paid by Check #112136		04/01/2023	04/19/2023	04/30/2023		04/19/2023	336.24
			Vendor 48288 - FRONTIER COMMUNICATIONS Totals				Invoices	1	\$336.24
Vendor 49946 - GERALD GEDDES									
3116102-1	Water Use Reduction Rebates	Paid by Check #112137		04/04/2023	04/19/2023	04/30/2023		04/19/2023	500.00



Payment of Claims

Payment Date Range 04/14/23 - 04/26/23
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor 49946 - GERALD GEDDES Totals				Invoices	1	\$500.00
Vendor 15600 - GRAINGER									
9662603530	Filter Equipment - Building	Paid by Check #112138		04/04/2023	04/19/2023	04/30/2023		04/19/2023	251.54
9670451864	Shop Supplies	Paid by Check #112138		04/11/2023	04/19/2023	04/30/2023		04/19/2023	63.87
9670451872	Shop Supplies	Paid by Check #112138		04/11/2023	04/19/2023	04/30/2023		04/19/2023	295.96
9670875112	Misc Emergency Incident Expenses	Paid by Check #112138		04/11/2023	04/19/2023	04/30/2023		04/19/2023	605.36
9672591204	Automotive	Paid by Check #112138		04/12/2023	04/19/2023	04/30/2023		04/19/2023	1,025.28
9680478683	Small Tools	Paid by Check #112216		04/20/2023	04/26/2023	04/30/2023		04/26/2023	234.91
9680478691	Small Tools	Paid by Check #112216		04/20/2023	04/26/2023	04/30/2023		04/26/2023	333.27
			Vendor 15600 - GRAINGER Totals				Invoices	7	\$2,810.19
Vendor 15800 - HACH CO									
13526338	Laboratory Supplies	Paid by Check #112139		04/04/2023	04/19/2023	04/30/2023		04/19/2023	316.47
			Vendor 15800 - HACH CO Totals				Invoices	1	\$316.47
Vendor 49939 - HERC RENTALS INC									
33567300-001	Misc Emergency Incident Expenses	Paid by Check #112140		04/09/2023	04/19/2023	04/30/2023		04/19/2023	2,669.82
			Vendor 49939 - HERC RENTALS INC Totals				Invoices	1	\$2,669.82
Vendor 44430 - HIGH SIERRA BUSINESS SYSTEMS									
130416	Service Contracts	Paid by Check #112141		03/20/2023	04/19/2023	04/30/2023		04/19/2023	449.64
			Vendor 44430 - HIGH SIERRA BUSINESS SYSTEMS Totals				Invoices	1	\$449.64
Vendor 43208 - IN-SITU INC									
00160922	Replace pH Meter	Paid by Check #112217		04/17/2023	04/26/2023	04/30/2023		04/26/2023	1,651.58
			Vendor 43208 - IN-SITU INC Totals				Invoices	1	\$1,651.58
Vendor 48056 - INFOSEND INC									
233200	Printing & Postage Expenses	Paid by Check #112218		03/31/2023	04/26/2023	04/30/2023		04/26/2023	10,767.94
			Vendor 48056 - INFOSEND INC Totals				Invoices	1	\$10,767.94
Vendor 44110 - J&L PRO KLEEN INC									
29539	Janitorial Services	Paid by Check #112142		04/13/2023	04/19/2023	04/30/2023		04/19/2023	4,666.20
			Vendor 44110 - J&L PRO KLEEN INC Totals				Invoices	1	\$4,666.20
Vendor 49956 - THOMAS JACKSON									
3111408	Toilet Rebate Program	Paid by Check #112143		04/11/2023	04/19/2023	04/30/2023		04/19/2023	100.00
			Vendor 49956 - THOMAS JACKSON Totals				Invoices	1	\$100.00
Vendor 49900 - JW WELDING SUPPLIES & TOOLS									
281881	Safety Equipment - Physicals	Paid by Check #112144		04/03/2023	04/19/2023	04/30/2023		04/19/2023	309.10
281932	Shop Supplies	Paid by Check #112219		04/05/2023	04/26/2023	04/30/2023		04/26/2023	84.84



Payment of Claims

Payment Date Range 04/14/23 - 04/26/23
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
282218	Mobile Equipment	Paid by Check #112219		04/12/2023	04/26/2023	04/30/2023			276.23
Vendor 49900 - JW WELDING SUPPLIES & TOOLS Totals							Invoices	3	\$670.17
Vendor 40821 - KENNEDY JENKS CONSULTANTS INC									
162154	Al Tahoe Well Rehab & Al Tahoe/Bayview Backup Power Wells	Paid by Check #112145		03/22/2023	04/19/2023	04/30/2023		04/19/2023	6,743.10
162171		Paid by Check #112145		03/23/2023	04/19/2023	04/30/2023		04/19/2023	23,303.80
Vendor 40821 - KENNEDY JENKS CONSULTANTS INC Totals							Invoices	2	\$30,046.90
Vendor 43694 - KIMBALL MIDWEST									
100919012	Shop Supplies	Paid by Check #112220		04/04/2023	04/26/2023	04/30/2023		04/26/2023	1,322.56
Vendor 43694 - KIMBALL MIDWEST Totals							Invoices	1	\$1,322.56
Vendor 49725 - LAKESIDE TERMITE & PEST CONTROL									
013771372	Buildings	Paid by Check #112146		04/06/2023	04/19/2023	04/30/2023		04/19/2023	150.00
Vendor 49725 - LAKESIDE TERMITE & PEST CONTROL Totals							Invoices	1	\$150.00
Vendor 22200 - LANGENFELD ACE HARDWARE									
Mar 23 Stmt	Buildings & Shop Supplies	Paid by Check #112147		03/31/2023	04/19/2023	04/30/2023		04/19/2023	405.21
Vendor 22200 - LANGENFELD ACE HARDWARE Totals							Invoices	1	\$405.21
Vendor 22550 - LIBERTY UTILITIES									
MARCH 2023-3	Electricity & Street Lighting Expense	Paid by Check #112148		04/17/2023	04/19/2023	04/30/2023		04/19/2023	199,859.97
MARCH 2023-4	Electricity	Paid by Check #112221		04/19/2023	04/26/2023	04/30/2023		04/26/2023	10,242.67
MARCH 2023-5	Electricity	Paid by Check #112221		04/25/2023	04/26/2023	04/30/2023		04/26/2023	4,927.84
Vendor 22550 - LIBERTY UTILITIES Totals							Invoices	3	\$215,030.48
Vendor 47903 - LINDE GAS & EQUIPMENT INC									
35241316	Mobile Equipment	Paid by Check #112149		04/07/2023	04/19/2023	04/30/2023		04/19/2023	54.12
Vendor 47903 - LINDE GAS & EQUIPMENT INC Totals							Invoices	1	\$54.12
Vendor 19248 - MALLORY SAFETY & SUPPLY LLC									
5597851	Field, Shop & Safety Supplies Inventory	Paid by Check #112150		04/11/2023	04/19/2023	04/30/2023		04/19/2023	43.46
5600706	Safety Equipment - Physicals	Paid by Check #112150		04/14/2023	04/19/2023	04/30/2023		04/19/2023	18.87
Vendor 19248 - MALLORY SAFETY & SUPPLY LLC Totals							Invoices	2	\$62.33
Vendor 43889 - MME MUNICIPAL MAINTENANCE									
007323	Automotive	Paid by Check #112222		03/28/2023	04/26/2023	04/30/2023		04/26/2023	1,895.49
007632	Automotive	Paid by Check #112151		04/03/2023	04/19/2023	04/30/2023		04/19/2023	38.61
Vendor 43889 - MME MUNICIPAL MAINTENANCE Totals							Invoices	2	\$1,934.10
Vendor 18600 - MOTION INDUSTRIES INC									
NV25-00695794	Luther Pass Pump Station	Paid by Check #112152		04/10/2023	04/19/2023	04/30/2023		04/19/2023	5,981.20



Payment of Claims

Payment Date Range 04/14/23 - 04/26/23
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor 18600 - MOTION INDUSTRIES INC Totals					Invoices	1	\$5,981.20
Vendor 19355 - NEWARK IN ONE									
36110118	Shop Supplies	Paid by Check #112153		04/11/2023	04/19/2023	04/30/2023		04/19/2023	62.68
36121293	Pump Stations	Paid by Check #112223		04/14/2023	04/26/2023	04/30/2023		04/26/2023	813.89
		Vendor 19355 - NEWARK IN ONE Totals					Invoices	2	\$876.57
Vendor 48548 - NICHOLS CONSULTING ENGINEERS									
697052510	Bijou #1 Waterline Replacement	Paid by Check #112154		03/13/2023	04/19/2023	04/30/2023		04/19/2023	3,208.75
		Vendor 48548 - NICHOLS CONSULTING ENGINEERS Totals					Invoices	1	\$3,208.75
Vendor 43796 - NORTHWEST HYD CONSULT INC									
29467	Tallac Creek Sewer Crossing	Paid by Check #112155		04/10/2023	04/19/2023	04/30/2023		04/19/2023	900.00
		Vendor 43796 - NORTHWEST HYD CONSULT INC Totals					Invoices	1	\$900.00
Vendor 44607 - OLIN PIONEER AMERICAS LLC									
900263838	Hypochlorite	Paid by Check #112156		04/12/2023	04/19/2023	04/30/2023		04/19/2023	10,291.81
		Vendor 44607 - OLIN PIONEER AMERICAS LLC Totals					Invoices	1	\$10,291.81
Vendor 41272 - PAC MACHINE CO									
89129	Forest Mtn. Booster Pump	Paid by Check #112157		01/13/2023	04/19/2023	04/30/2023		04/19/2023	6,837.63
89414	Pump Stations	Paid by Check #112157		02/07/2023	04/19/2023	04/30/2023		04/19/2023	2,530.99
89704	Boulder Mtn #2 Pump & Motor	Paid by Check #112157		03/02/2023	04/19/2023	04/30/2023		04/19/2023	10,874.38
90018	Misc Emergency Incident Expenses	Paid by Check #112224		04/03/2023	04/26/2023	04/30/2023		04/26/2023	5,872.50
90019	Misc Emergency Incident Expenses	Paid by Check #112224		04/03/2023	04/26/2023	04/30/2023		04/26/2023	1,287.00
90020	Bellevue #2 Pump/Motor	Paid by Check #112157		04/03/2023	04/19/2023	04/30/2023		04/19/2023	29,405.51
90166	Misc Emergency Incident Expenses	Paid by Check #112157		04/10/2023	04/19/2023	04/30/2023		04/19/2023	17,702.33
		Vendor 41272 - PAC MACHINE CO Totals					Invoices	7	\$74,510.34
Vendor 49760 - DAVID PETERSON									
MILEAGE041323	Travel - Meetings - Education	Paid by Check #112225		04/20/2023	04/26/2023	04/30/2023		04/26/2023	137.89
		Vendor 49760 - DAVID PETERSON Totals					Invoices	1	\$137.89
Vendor 41699 - PRO LEISURE									
11125	Incentive & Recognition Program & Uniforms	Paid by Check #112226		03/27/2023	04/26/2023	04/30/2023		04/26/2023	2,758.81
		Vendor 41699 - PRO LEISURE Totals					Invoices	1	\$2,758.81
Vendor 43332 - RED WING SHOE STORE									
812-1-113059	Safety Equipment - Physicals	Paid by Check #112227		03/30/2023	04/26/2023	04/30/2023		04/26/2023	(344.25)
812-1-113359	Safety Equipment - Physicals	Paid by Check #112227		04/04/2023	04/26/2023	04/30/2023		04/26/2023	344.25
812-1-113921	Safety Equipment - Physicals	Paid by Check #112227		04/13/2023	04/26/2023	04/30/2023		04/26/2023	223.03



Payment of Claims

Payment Date Range 04/14/23 - 04/26/23
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor 43332 - RED WING SHOE STORE Totals			Invoices	3		\$223.03
Vendor 48684 - RS									
9017772708	Pump Stations	Paid by Check #112158		04/12/2023	04/19/2023	04/30/2023		04/19/2023	2,926.56
			Vendor 48684 - RS Totals			Invoices	1		\$2,926.56
Vendor 48689 - SABRE BACKFLOW LLC									
3419	Service Contracts	Paid by Check #112159		04/10/2023	04/19/2023	04/30/2023		04/19/2023	219.58
			Vendor 48689 - SABRE BACKFLOW LLC Totals			Invoices	1		\$219.58
Vendor 49911 - SEARCHPROS STAFFING LLC									
23032846	Contractual Services	Paid by Check #112160		03/28/2023	04/19/2023	04/30/2023		04/19/2023	698.19
23040448	Contractual Services	Paid by Check #112160		04/04/2023	04/19/2023	04/30/2023		04/19/2023	660.45
23041138	Contractual Services	Paid by Check #112160		04/11/2023	04/19/2023	04/30/2023		04/19/2023	679.32
23041846	Contractual Services	Paid by Check #112228		04/18/2023	04/26/2023	04/30/2023		04/26/2023	679.32
			Vendor 49911 - SEARCHPROS STAFFING LLC Totals			Invoices	4		\$2,717.28
Vendor 48710 - SENSIDYNE LP									
SI-011971	Primary Equipment	Paid by Check #112161		03/27/2023	04/19/2023	04/30/2023		04/19/2023	1,931.78
			Vendor 48710 - SENSIDYNE LP Totals			Invoices	1		\$1,931.78
Vendor 47832 - SHRED-IT									
8003589535	Office Supply Issues	Paid by Check #112162		03/25/2023	04/19/2023	04/30/2023		04/19/2023	67.00
			Vendor 47832 - SHRED-IT Totals			Invoices	1		\$67.00
Vendor 22620 - SIERRA SPRINGS									
5152426 040823	Supplies	Paid by Check #112163		04/08/2023	04/19/2023	04/30/2023		04/19/2023	13.67
			Vendor 22620 - SIERRA SPRINGS Totals			Invoices	1		\$13.67
Vendor 43888 - SONSTRAY MACHINERY LLC									
PSO063990-1	Automotive	Paid by Check #112164		02/20/2023	04/19/2023	04/30/2023		04/19/2023	500.37
PSR003123-1	Automotive	Paid by Check #112164		03/28/2023	04/19/2023	04/30/2023		04/19/2023	(406.19)
PSO069223-1	Misc Emergency Incident Expenses	Paid by Check #112164		04/04/2023	04/19/2023	04/30/2023		04/19/2023	1,394.11
			Vendor 43888 - SONSTRAY MACHINERY LLC Totals			Invoices	3		\$1,488.29
Vendor 23400 - SOUTH TAHOE PUBLIC UTILITY DISTRICT									
March 2023	Water & Other Utilities	Paid by Check #112165		03/31/2023	04/19/2023	04/30/2023		04/19/2023	1,999.76
			Vendor 23400 - SOUTH TAHOE PUBLIC UTILITY DISTRICT Totals			Invoices	1		\$1,999.76
Vendor 45168 - SOUTHWEST GAS									
MARCH 2023-2	Natural Gas	Paid by Check #112166		04/11/2023	04/19/2023	04/30/2023		04/19/2023	935.05
MARCH 2023-3	Natural Gas	Paid by Check #112229		04/12/2023	04/26/2023	04/30/2023		04/26/2023	12.77
MARCH 2023-4	Natural Gas	Paid by Check #112229		04/19/2023	04/26/2023	04/30/2023		04/26/2023	171.41
			Vendor 45168 - SOUTHWEST GAS Totals			Invoices	3		\$1,119.23



Payment of Claims

Payment Date Range 04/14/23 - 04/26/23
 Report By Vendor - Invoice
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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 47948 - SOUTHWEST VALVE LLC									
6861	Replace 16" Filter Valve	Paid by Check #112167		04/01/2023	04/19/2023	04/30/2023		04/19/2023	9,702.68
		Vendor 47948 - SOUTHWEST VALVE LLC Totals				Invoices	1		<u>\$9,702.68</u>
Vendor 49064 - STAPLES BUSINESS ADVANTAGE									
3534886176	Office Supplies	Paid by Check #112168		04/01/2023	04/19/2023	04/30/2023		04/19/2023	170.42
		Vendor 49064 - STAPLES BUSINESS ADVANTAGE Totals				Invoices	1		<u>\$170.42</u>
Vendor 48617 - STEEL-TOE-SHOES.COM									
STP040323	Safety Equipment - Physicals	Paid by Check #112169		04/03/2023	04/19/2023	04/30/2023		04/19/2023	277.30
Credit4657	Safety Equipment - Physicals	Paid by Check #112169		04/05/2023	04/19/2023	04/30/2023		04/19/2023	(179.43)
STP041123	Safety Equipment - Physicals	Paid by Check #112169		04/11/2023	04/19/2023	04/30/2023		04/19/2023	277.30
STP041323	Safety Equipment - Physicals	Paid by Check #112169		04/13/2023	04/19/2023	04/30/2023		04/19/2023	277.30
		Vendor 48617 - STEEL-TOE-SHOES.COM Totals				Invoices	4		<u>\$652.47</u>
Vendor 49888 - NICHOLAS SUAREZ									
G2 Exam REIMB	Dues - Memberships - Certification	Paid by Check #112170		04/04/2023	04/19/2023	04/30/2023		04/19/2023	65.00
		Vendor 49888 - NICHOLAS SUAREZ Totals				Invoices	1		<u>\$65.00</u>
Vendor 48481 - SWRCB ACCOUNTING OFFICE									
SW-0265191	Regulatory Operating Permits	Paid by Check #112171		04/05/2023	04/19/2023	04/30/2023		04/19/2023	1,738.00
		Vendor 48481 - SWRCB ACCOUNTING OFFICE Totals				Invoices	1		<u>\$1,738.00</u>
Vendor 48511 - SWRCB/DWOCP									
Buckman G4 2023	Dues - Memberships - Certification	Paid by Check #112230		04/19/2023	04/26/2023	04/30/2023		04/26/2023	150.00
Rivera G3 2023	Dues - Memberships - Certification	Paid by Check #112230		04/19/2023	04/26/2023	04/30/2023		04/26/2023	150.00
		Vendor 48511 - SWRCB/DWOCP Totals				Invoices	2		<u>\$300.00</u>
Vendor 24100 - TAHOE BLUEPRINT									
052937	Upper Truckee Sewer PS Rehab	Paid by Check #112231		04/10/2023	04/26/2023	04/30/2023		04/26/2023	1,015.81
052987	Waterline, Black Bart	Paid by Check #112231		04/19/2023	04/26/2023	04/30/2023		04/26/2023	56.27
		Vendor 24100 - TAHOE BLUEPRINT Totals				Invoices	2		<u>\$1,072.08</u>
Vendor 48229 - TAHOE DAILY TRIBUNE									
IN85812	Public Relations Expense	Paid by Check #112172		04/01/2023	04/19/2023	04/30/2023		04/19/2023	672.50
		Vendor 48229 - TAHOE DAILY TRIBUNE Totals				Invoices	1		<u>\$672.50</u>
Vendor 45148 - TAHOE EARTH DAY FOUNDATION									
2023	Public Relations Expense	Paid by Check #112173		04/05/2023	04/19/2023	04/30/2023		04/19/2023	1,500.00
		Vendor 45148 - TAHOE EARTH DAY FOUNDATION Totals				Invoices	1		<u>\$1,500.00</u>
Vendor 48877 - SHELLY THOMSEN									



Payment of Claims

Payment Date Range 04/14/23 - 04/26/23
 Report By Vendor - Invoice
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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
DCEXPENSES042123	Travel - Meetings - Education	Paid by Check #112232		04/24/2023	04/26/2023	04/30/2023			1,449.03
Vendor 48877 - SHELLY THOMSEN Totals							Invoices	1	\$1,449.03
Vendor 49577 - JIMI TOMER									
TOMER041723	Travel - Meetings - Education	Paid by Check #112233		04/12/2023	04/26/2023	04/30/2023		04/26/2023	367.00
Vendor 49577 - JIMI TOMER Totals							Invoices	1	\$367.00
Vendor 47839 - TRI SIGNAL INTEGRATION INC									
C153839	Buildings	Paid by Check #112234		04/01/2023	04/26/2023	04/30/2023		04/26/2023	350.00
Vendor 47839 - TRI SIGNAL INTEGRATION INC Totals							Invoices	1	\$350.00
Vendor 48085 - ULINE									
161997727	Safety Equipment - Physicals	Paid by Check #112174		04/04/2023	04/19/2023	04/30/2023		04/19/2023	31.79
Vendor 48085 - ULINE Totals							Invoices	1	\$31.79
Vendor 48262 - UPS FREIGHT									
0000966628153	Postage Expenses	Paid by Check #112235		04/15/2023	04/26/2023	04/30/2023		04/26/2023	500.00
Vendor 48262 - UPS FREIGHT Totals							Invoices	1	\$500.00
Vendor 47973 - US BANK CORPORATE									
ABBONDANDOLO0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	983.33
ASCHENBACH0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	1,639.20
BARTLETTB0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	1,501.06
BARTLETT0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	426.35
BUCKMAN0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	171.63
CASWELL0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	192.73
COMBES0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	53.77
DUPREE0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	4,685.80
GUTTRY0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	412.69
HUGHES0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	1,713.36
JONES0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	10.00
KAUFFMAN0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	1,608.74
LEER0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	742.29
NELSON0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	1,004.95
RUIZ0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	141.91
RUTHERDALE0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	128.22
RYAN0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	73.43
SHRUABEN0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	1,943.71
SIANO0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	1,261.44
SKELLY0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	172.47
STANLEY0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	167.08
THIEL0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	1,299.09
THOMSEN0323	MAR 23 STMT	Paid by Check #112175		03/22/2023	04/19/2023	04/30/2023		04/19/2023	3,669.95



Payment of Claims

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			Vendor 47973 - US BANK CORPORATE Totals			Invoices		23	\$24,003.20
Vendor 24951 - US DISTRICT COURT WATER MASTER									
FY23	Regulatory Operating Permits	Paid by Check #112176		03/24/2023	04/19/2023	04/30/2023		04/19/2023	6,713.47
			Vendor 24951 - US DISTRICT COURT WATER MASTER Totals			Invoices		1	\$6,713.47
Vendor 43718 - USA BLUE BOOK									
341350	Small Tools	Paid by Check #112236		04/19/2023	04/26/2023	04/30/2023		04/26/2023	42.36
341390	Small Tools	Paid by Check #112236		04/19/2023	04/26/2023	04/30/2023		04/26/2023	2,137.71
			Vendor 43718 - USA BLUE BOOK Totals			Invoices		2	\$2,180.07
Vendor 49947 - Acct 593278 USABlueBook									
318099	Laboratory Supplies	Paid by Check #112177		04/03/2023	04/19/2023	04/30/2023		04/19/2023	523.63
318239	Laboratory Supplies	Paid by Check #112177		04/03/2023	04/19/2023	04/30/2023		04/19/2023	535.59
			Vendor 49947 - Acct 593278 USABlueBook Totals			Invoices		2	\$1,059.22
Vendor 49296 - VERIZON WIRELESS									
9932120144	Telephone	Paid by Check #112178		04/09/2023	04/19/2023	04/30/2023		04/19/2023	547.78
			Vendor 49296 - VERIZON WIRELESS Totals			Invoices		1	\$547.78
Vendor 48586 - VINCIGUERRA CONSTRUCTION INC									
21-21A	Tanks Backup Power	Paid by Check #112237		03/31/2023	04/26/2023	04/30/2023		04/26/2023	21,500.00
21-21AR	Tanks Backup Power Retainage	Paid by Check #112237		03/31/2023	04/26/2023	04/30/2023		04/26/2023	(1,075.00)
21-21B	Sewer Field Communication Upgrades Phase 2	Paid by Check #112237		03/31/2023	04/26/2023	04/30/2023		04/26/2023	10,000.00
21-21BR	Sewer Field Communication Upgrades Phase 2 Retainage	Paid by Check #112237		03/31/2023	04/26/2023	04/30/2023		04/26/2023	(500.00)
21-21C	Water Field Communication Upgrades Phase 2	Paid by Check #112237		03/31/2023	04/26/2023	04/30/2023		04/26/2023	10,000.00
21-21CR	Water Field Communication Upgrades Phase 2 Retainage	Paid by Check #112237		03/31/2023	04/26/2023	04/30/2023		04/26/2023	(500.00)
			Vendor 48586 - VINCIGUERRA CONSTRUCTION INC Totals			Invoices		6	\$39,425.00
Vendor 49889 - WALKER TELECOMM INC									
592301A	Al Tahoe/Upper Truckee PS Generators	Paid by Check #112179		04/12/2023	04/19/2023	04/30/2023		04/19/2023	56,448.69
			Vendor 49889 - WALKER TELECOMM INC Totals			Invoices		1	\$56,448.69
Vendor 49540 - WATER SYSTEMS CONSULTING INC									
7751	Contractual Services	Paid by Check #112180		02/28/2023	04/19/2023	04/30/2023		04/19/2023	22,802.90
7755	Bijou PS Rehab	Paid by Check #112180		02/28/2023	04/19/2023	04/30/2023		04/19/2023	18,772.98
			Vendor 49540 - WATER SYSTEMS CONSULTING INC Totals			Invoices		2	\$41,575.88
Vendor 25700 - WEDCO INC									
S100007824.001	Buildings	Paid by Check #112181		04/04/2023	04/19/2023	04/30/2023		04/19/2023	14.08



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S100008593.001	Misc Emergency Incident Expenses	Paid by Check #112181		04/06/2023	04/19/2023	04/30/2023		04/19/2023	1,447.87
S100009264.001	Pump Stations	Paid by Check #112181		04/11/2023	04/19/2023	04/30/2023		04/19/2023	325.38
S100009325.001	Buildings	Paid by Check #112181		04/12/2023	04/19/2023	04/30/2023		04/19/2023	138.00
S100009921.001	Pump Stations	Paid by Check #112238		04/13/2023	04/26/2023	04/30/2023		04/26/2023	218.39
S100010015.001	Buildings	Paid by Check #112238		04/13/2023	04/26/2023	04/30/2023		04/26/2023	33.91
S100010092.001	Buildings	Paid by Check #112238		04/13/2023	04/26/2023	04/30/2023		04/26/2023	83.96
S100010231.001	Pump Stations	Paid by Check #112238		04/14/2023	04/26/2023	04/30/2023		04/26/2023	440.66
S100010845.001	Pump Stations	Paid by Check #112238		04/18/2023	04/26/2023	04/30/2023		04/26/2023	202.08
Vendor 25700 - WEDCO INC Totals							Invoices	9	\$2,904.33
Vendor 48417 - WEST YOST ASSOCIATES INC									
2052809	SCADA Historian Upgrades	Paid by Check #112182		01/31/2023	04/19/2023	04/30/2023		04/19/2023	11,993.00
2053004	SCADA Historian Upgrades	Paid by Check #112182		02/28/2023	04/19/2023	04/30/2023		04/19/2023	8,286.50
Vendor 48417 - WEST YOST ASSOCIATES INC Totals							Invoices	2	\$20,279.50
Vendor 25850 - WESTERN NEVADA SUPPLY									
39698986	Buildings	Paid by Check #112183		04/06/2023	04/19/2023	04/30/2023		04/19/2023	572.35
39699492	Mobile Equipment	Paid by Check #112183		04/06/2023	04/19/2023	04/30/2023		04/19/2023	43.50
39699797	Buildings	Paid by Check #112183		04/06/2023	04/19/2023	04/30/2023		04/19/2023	740.63
Vendor 25850 - WESTERN NEVADA SUPPLY Totals							Invoices	3	\$1,356.48
Vendor 49930 - WHITE CAP									
50021545154	Manhole Frames - Lids - Other Parts Inventory	Paid by Check #112184		03/31/2023	04/19/2023	04/30/2023		04/19/2023	4,634.58
Vendor 49930 - WHITE CAP Totals							Invoices	1	\$4,634.58
Vendor 42323 - WHITE ROCK CONSTRUCTION									
23-04A	Keller Heavenly Water System Improvement	Paid by Check #112239		03/31/2023	04/26/2023	04/30/2023		04/26/2023	40,485.00
23-04AR	Keller Heavenly Water System Improvement Retainage	Paid by Check #112239		03/31/2023	04/26/2023	04/30/2023		04/26/2023	(2,024.25)
23-04B	Misc Emergency Incident Expenses	Paid by Check #112239		03/31/2023	04/26/2023	04/30/2023		04/26/2023	38,477.74
23-04BR	Misc Emergency Incident Expenses Retainage	Paid by Check #112239		03/31/2023	04/26/2023	04/30/2023		04/26/2023	(1,923.89)
Vendor 42323 - WHITE ROCK CONSTRUCTION Totals							Invoices	4	\$75,014.60
Grand Totals							Invoices	249	\$810,715.42



SOUTH TAHOE PUBLIC UTILITY DISTRICT

David Peterson, President
Nick Haven, Director

BOARD MEMBERS
Shane Romsos, Vice President

Kelly Sheehan, Director
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

REGULAR MEETING OF THE BOARD OF DIRECTORS SOUTH TAHOE PUBLIC UTILITY DISTRICT April 20, 2023 MINUTES

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

ROLL CALL: Board of Directors: President Peterson, Directors Romsos, Sheehan

Absent: Directors Haven and Exline

Staff: John Thiel, Gary Kvistad, Paul Hughes, Melonie Guttry, Julie Ryan, Ryan Lee, Liz Kauffman, Adrian Combes, Stephen Caswell, Trevor Coolidge, Cliff Bartlett, Jessica Mendoza, Brent Goligsoki, Megan Colvey, Heidi Baugh, Julie Ryan, Shannon Chandler, Greg Dupree, MaryBeth Coburn, Best, Best & Krieger, Star Glaze

Guests: Lou Perini, Doug Freitas, Mission Livestock, Doug Farr, Farr Construction Corporation, dba Resource Development Company

1. **PLEDGE OF ALLEGIANCE:**

2. **COMMENTS FROM THE AUDIENCE:** Lou Perini addressed the Board regarding concerns with his District water bill.

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

4. **ADOPTION OF CONSENT CALENDAR:**

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

a. **RECEIVE AND FILE PAYMENT OF CLAIMS** (Greg Dupree, Accounting Manager)
Received and filed Payment of Claims in the amount of \$1,672,534.24.

b. **REGULAR BOARD MEETING MINUTES: MARCH 16 AND APRIL 06, 2023**

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

Approved March 16 and April 06, 2023, Minutes.

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

6. **ADJOURN TO CLOSED SESSION:** 2:08 p.m.

RECONVENE TO OPEN SESSION: 2:39 p.m.

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

No reportable Board Action.

7. **ITEMS FOR BOARD ACTION:**

- a. 2023 Flagpole 2/Iroquois 2 Tanks Recoating Project (Megan Colvey, Senior Engineer and Heidi Baugh, Purchasing Agent) – **Megan Colvey** provided details regarding the 2023 Flagpole 2/Iroquois 2 Tanks Recoating Project and addressed questions from the Board. **Jeff Farr**, President of Farr Construction Corporation, dba, Resource Development Company, spoke with the Board regarding the importance of completing the bidding process.

Moved Peterson/Second Sheehan/Peterson Yes/Haven Absent/Romsos Yes/Sheehan Yes/Exline Absent to 1) Find the bids received from Quality Painting & Sandblasting and Toledo Industrial Coatings to be non-responsive and reject both bids; 2) Reject the bid protest from Quality Painting & Sandblasting; 3) Find minor irregularities in the bid from Farr Construction Corporation, dba Resource Development Company to be immaterial and waive immaterial irregularities; and 4) Award Project to the lowest responsive, responsible bidder, Farr Construction Corporation, dba Resource Development Company in the amount of \$446,900.

- b. 2023-2024 Tank Coatings Touchup Project (Megan Colvey, Senior Engineer and Heidi Baugh, Purchasing Agent) – **Megan Colvey** provided details regarding the 2023-2024 Tank Coatings Touchup Project and addressed questions from the Board. **Jeff Farr** stated that the two lowest bidders were close in price and that if the project goes to re-bid, the next bid will likely go up in price as the current bid is based on crews mobilizing on multiple projects.

Moved Peterson/Second Romsos/Peterson Yes/Haven Absent/Romsos Yes/Sheehan Yes/Exline Absent to reject all bids and authorize staff to rebid the 2023-2024 Tank Coatings Touchup Project.

- c. Winter Storms Emergency Response (John Thiel, General Manager) – **John Thiel** provided details regarding the ongoing work being done in response to the Winter Storms Emergency and addressed questions from the Board. **Paul Hughes** provided details regarding the expenses related to this emergency and recommends adding an additional \$300,000, knowing that the District will be reimbursed up to 75% by Federal Emergency Management Agency. **Director Romsos** commented that staff has done an excellent job. This item will be continued to the May 4 Board Meeting when a full Board will be in attendance.
- d. Meyers Stream Environment Zone – Erosion Control Project – Waterline Relocation (Adrian Combes, Senior Engineer) – **Adrian Combes** provided details regarding the Meyers Stream Environment Zone – Erosion Control Project – Waterline Relocation and reviewed a map with

the Board. **Julie Ryan** and **Paul Hughes** provided information regarding the funding aspect of this project.

Moved Sheehan/Second Peterson/Peterson Yes/Haven Absent/Romsos Yes/Sheehan Yes/Exline Absent to approve and enter into a Construction and Funding Agreement with the County of El Dorado to provide for relocation of a waterline in an amount not to exceed \$502,706.

- e. 2023 Barton Area Valve Installation Project (Adrian Combes, Senior Engineer) – **Adrian Combes** provided details regarding the 2023 Barton Area Valve Installation Project and addressed questions from the Board.

Moved Romsos/Second Peterson/Peterson Yes/Haven Absent/Romsos Yes/Sheehan Yes/Exline Absent to 1) Find bid received from LeFleur Excavating, Inc. to be non-responsive and reject their bid 2) Find minor irregularities in the bid from Haen Constructors to be immaterial and waive immaterial irregularities; and 3) Award the project to the lowest responsive, responsible bidder, Haen Constructors, in the amount of \$440,973.

- f. Five-Year Diamond Valley Ranch Grazing Permit (Trevor Coolidge, Senior Engineer and John Thiel, General Manager) – **Trevor Coolidge** provided details regarding the Five-Year Diamond Valley Ranch Grazing Permit and addressed questions from the Board. **Attorney Kvistad** provided guidance on the general nature of this permit. **Doug Freitas** of Mission Livestock provided details regarding the livestock operations.

Moved Peterson/Second Romsos/Peterson Yes/Haven Absent/Romsos Yes/Sheehan Yes/Exline Absent to renew the five-year Diamond Valley Ranch Grazing Permit Contract with Mission Livestock Management, in the total amount of \$965,274.38 subject to final non-substantive revisions by management and legal counsel.

- g. Liability Claim Against South Tahoe Public Utility District Received from Donna Donald (Ryan Lee, Manager of Customer Service) – **Ryan Lee** provided details regarding a Liability Claim against South Tahoe Public Utility District received from **Donna Donald** and addressed questions from the Board.

Moved Peterson/Second Sheehan/Peterson Yes/Haven Absent/Romsos Yes/Sheehan Yes/Exline Absent to reject the Claim against South Tahoe Public Utility District for losses allegedly sustained by **Donna Donald** and request the Joint Powers Insurance Authority (JPIA) to resolve the Claim.

- h. Water Service Call Charges (Ryan Lee, Customer Service Manager) – **Ryan Lee** provided details regarding Water Service Call Charges and addressed questions from the Board.

Moved Sheehan/Second Romsos/Peterson Yes/Haven Absent/Romsos Yes/Sheehan Yes/Exline Absent to adopt Ordinance No. 586-23, an Ordinance of the South Tahoe Public Utility District, Amending Administrative Code Appendix Fee Schedule Sections 3.1.52 and 3.1.53 and Superseding Ordinance No. 528-11 Regarding Water Service Call Charges.

- i. General Manager Recruitment (Liz Kauffman, Human Resources Director) – **Liz Kauffman** and **President Peterson** provided details regarding the General Manager upcoming Recruitment due to **John**

Thiel's recent resignation and reported the recommendations from the Executive Committee meeting held at 1 p.m. today. The Board directed staff to reach out to Koff & Associates for a recruitment proposal. President Peterson appointed an Ad-Hoc Committee of himself and Director Romsos for the General Manager recruitment and to negotiate the terms of the General Manager's exit plan. Human Resources will research compensation and candidate questions to be brought back to the committee. Paul Hughes has agreed to serve as the Interim General Manager. He will be appointed to that position at a subsequent meeting.

8. STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS:

Director Romsos reported that the Ad-Hoc committee met with Alpine County yesterday.

9. BOARD MEMBER REPORTS:

President Peterson reported he represented the Board at the Employee Communications Committee on April 19. He further reported regarding the El Dorado Water Agency (EDWA) meeting on April 18, stating that their General Manager recently tendered his resignation, therefore EDWA will also be in the process of recruiting a General Manager. He also attended the County Plenary for Water on April 19, 2023.

10. STAFF/ATTORNEY REPORTS:

- a. Stephen Caswell provided the 2021 and 2022 Water Audit Results and addressed questions from the Board.
- b. The Grants Update is postponed to the May 4, 2023 Board Meeting.

11. GENERAL MANAGER REPORT:

John Thiel reported on several items:

- Provided a staffing update
- Provided a federal community project funding update and Congressman Kiley has identified the Pioneer Waterline Project as one of 15 projects he supports.
- Advocacy in Washington, DC is happening this week with District staff and ENS.

President Peterson recused himself at 4:19 p.m.

- Provided a Tahoe Keys Water Update to include that the Tahoe Keys is now being managed by First Services Residential.

President Peterson rejoined the meeting at 4:23 p.m.

12. NOTICE OF PAST AND FUTURE MEETINGS/EVENTS

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

RECONVENE TO OPEN SESSION: 5:43 p.m.

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

No reportable Board Action

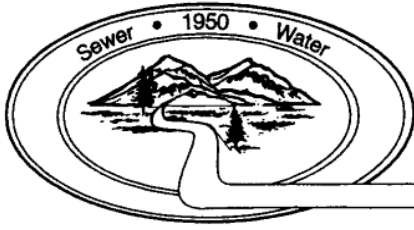
- b. Pursuant to Government Code Section 54956.9(d)(1), Closed Session may be held for conference with legal counsel regarding existing litigation: Yolo County Superior Court Case CV 2021-1686, Alpine County vs. South Tahoe Public Utility District; et al.

No reportable Board Action

ADJOURNMENT: 5:44 p.m.

David Peterson, Board President
South Tahoe Public Utility District

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



South Tahoe Public Utility District

General Manager
John Thiel

Directors
Nick Haven
Shane Romsos
David Peterson
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BOARD AGENDA ITEM 7a

TO: Board of Directors

FROM: John Thiel, General Manager

MEETING DATE: May 4, 2023

ITEM – PROJECT NAME: Winter Storms Emergency Response

REQUESTED BOARD ACTION: 1) Pursuant to Public Contract Code Section 22050(c), continue the emergency action to respond to the Winter Storms Emergency pursuant to Resolution No. 3242-23; and 2) approve expenditures necessary for emergency response not to exceed \$900,000.

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: \$900,000

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3242-23

CONCURRENCE WITH REQUESTED ACTION:

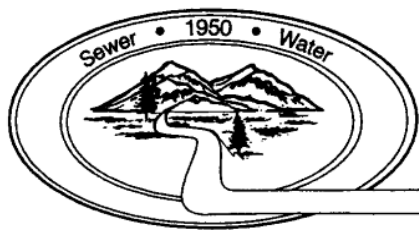
CATEGORY: Sewer/Water

GENERAL MANAGER: YES *CT* NO _____

CHIEF FINANCIAL OFFICER: YES *AA* NO _____

General Manager
John Thiel

Directors
Nick Haven
Shane Romsos
David Peterson
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Nick Exline



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BOARD AGENDA ITEM 7b

TO: Board of Directors
FROM: Julie Ryan, Engineering Department Manager
MEETING DATE: May 4, 2023
ITEM – PROJECT NAME: Tallac Creek Sewer Pipeline Protection Project

REQUESTED BOARD ACTION: Approve Change Order No. 2 to Haen Constructors in the amount \$150,000.

DISCUSSION: On March 16, 2023, the Board declared an emergency in response to ongoing winter storm events and resulting flooding. Over the last 8 weeks, staff has worked with Haen Constructors (Haen) to protect sewer facilities from flooding in the vicinity of Bellevue Pump Station, located adjacent to the Trout Creek/Upper Truckee Marsh on the perimeter of the AI Tahoe neighborhood of South Lake Tahoe. Haen is performing their work on a time-and-materials basis, recording their effort daily, and will be submitting documentation supporting their expenses in accordance with Federal Emergency Management Agency (FEMA) requirements for review and approval by staff. Work is ongoing, but to date Haen has accrued approximately \$100,000 in expenses. By authorizing this \$150,000 lump sum Change Order under the Tallac project contract, staff will be able to review and approve requests for payment from Haen as they come in.

SCHEDULE: ASAP

COSTS: up to \$150,000

ACCOUNT NO: 1080-6530/EDSTRM

BUDGETED AMOUNT AVAILABLE: Anticipate 75% reimbursement from FEMA

ATTACHMENTS: Change Order No. 2

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES NO

CHIEF FINANCIAL OFFICER: YES NO



CHANGE ORDER NUMBER NO. 2

Project: TALLAC CREEK SEWER PIPELINE PROTECTION PROJECT

Contractor: Haen Constructors

Date: 05.04.2023

PO #: 2023-194

The Contract Shall Be Changed As Follows:

1) Add Bid Item 15 – As-Needed Emergency Response. This item shall be paid for on a TIME AND MATERIALS BASIS, only with prior written agreement of the Engineer. The District has included a lump sum amount of \$100,000 for this item, to address emergency conditions on the District’s sewer and water systems in response to the Emergency Declaration made on March 16, 2023 (Resolution 3242-23). Contractor shall draw upon the allotted amount through the submittal and District-approval of documented costs for materials, equipment, labor and subcontractors in conformance with the Contract Documents. If the total amount of this bid item is exceeded, additional as-needed work will be addressed as Change Work under the Contract. Work under this Bid Item shall include all work required to address the directed work.

Total Item 1 is \$150,000.00

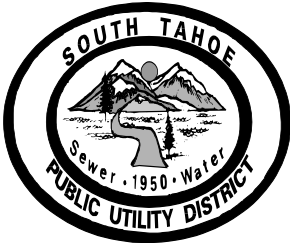
	Dollar Amounts	Contract Time
Original Contract	\$471,390.00	106 Calendar Days
Previous Change Order	\$58,784.50	23 Calendar Days
Current Contract	\$530,174.50	129 Calendar Days
THIS CHANGE ORDER	\$150,000.00	0 Calendar Days
New Contract Total	\$680,174.50	129 Calendar Days

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 because of the change(s) described, unless specifically noted in individual description(s).

Authorized By STPUD General Manager Date: _____

Accepted By Contractor Date: _____

Reviewed By Date: _____



CHANGE ORDER NUMBER NO. 1

Project: KELLER-HEAVENLY WATER SYSTEM IMPROVEMENTS PROJECT, PHASE 3

Contractor: White Rock Construction, Inc

Date: 05.04.2023

PO #: 2023-1021

The Contract Shall Be Changed As Follows:

1) Add Bid Schedule E, Bid Item 84 – As-Needed Emergency Response. This item shall be paid for on a TIME AND MATERIALS BASIS, only with prior written agreement of the Engineer. The District has included a lump sum amount of \$500,000 for this item, to address emergency conditions on the District’s sewer systems in response to the Emergency Declaration made on March 16, 2023 (Resolution 3242-23). Contractor shall draw upon the allotted amount through the submittal and District-approval of documented costs for materials, equipment, labor and subcontractors in conformance with the Contract Documents. If the total amount of this bid item is exceeded, additional as-needed work will be addressed as Change Work under the Contract. Work under this Bid Item shall include all work required to address the directed work.

Total Item 1 is \$500,000.00

	Dollar Amounts	Contract Time
Original Contract	\$4,457,28.25.00	334 Calendar Days
Previous Change Order	\$0	0 Calendar Days
Current Contract	\$4,457,28.25.00	334 Calendar Days
THIS CHANGE ORDER	\$500,000.00	0 Calendar Days
New Contract Total	\$4,757,28.25.00	334 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 because of the change(s) described, unless specifically noted in individual description(s).

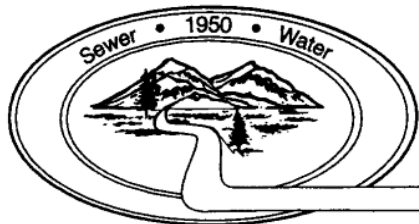
_____ **Date:** _____
Authorized By STPUD General Manager

_____ **Date:** _____
Accepted By Contractor

_____ **Date:** _____
Reviewed By

General Manager
John Thiel

Directors
Nick Haven
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline



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BOARD AGENDA ITEM 13a

TO: Board of Directors

FROM: Chris Skelly, Information Technology Manager

MEETING DATE: May 4, 2023

ITEM – PROJECT NAME: Closed Session – Consultation with Information Technology Manager

REQUESTED BOARD ACTION: Direct Staff

DISCUSSION: Pursuant to Government Code Section 54957, threat to public services or facilities, consultation with South Tahoe Public Utility District Information Technology Manager, Chris Skelly.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

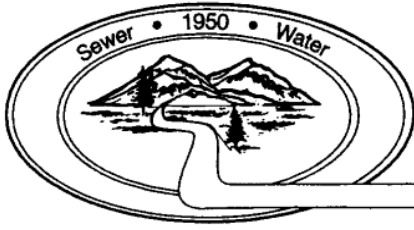
ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES *CT* NO

CHIEF FINANCIAL OFFICER: YES *AA* NO



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BOARD AGENDA ITEM 13b

TO: Board of Directors

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

MEETING DATE: May 4, 2023

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

REQUESTED BOARD ACTION: Direct Staff

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

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

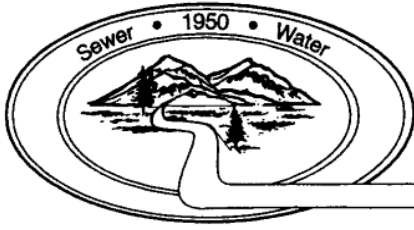
ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES *JA* NO _____

CHIEF FINANCIAL OFFICER: YES *JA* NO _____



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BOARD AGENDA ITEM 13c

TO: Board of Directors
FROM: John Thiel, General Manager
MEETING DATE: May 4, 2023
ITEM – PROJECT NAME: Conference with Legal Counsel – Existing Litigation

REQUESTED BOARD ACTION: Direct Staff

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

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: N/A

CONCURRENCE WITH REQUESTED ACTION: _____ **CATEGORY:** General

GENERAL MANAGER: YES *Ch* NO _____

CHIEF FINANCIAL OFFICER: YES *AA* NO _____