

**Donner Summit Public Utility District  
Board of Directors Regular Meeting  
Agenda  
Tuesday, February 21, 2023 - 6:00 P.M.  
DSPUD Office, 53823 Sherritt Lane, Soda Springs California**

For the Regular Meeting (Section 54954), February 21, 2023 at 6:00 P.M., the meeting will be conducted via Zoom due to the COVID-19 pandemic and in accordance with Governor Newsom's Executive Order N-29-20 and Assembly Bill 361. **The Zoom Webinar 824 6906 0049 Password 073909 If your computer does not have audio or visual capabilities, you may participate in the meeting by phone 1 669-900-6833.**

Any member of the public desiring to address the Board on any matter within the Jurisdictional Authority of the District or on a matter on the Agenda before or during the Boards consideration of that item may do so **by logging into Zoom and using the meeting ID and password or dial in only number referenced above.** After receiving recognition from the Board President, please give your Name and Address (City) and your comments or questions.

Unless specifically noted, the Board of Directors may act upon all items on the agenda.

**1. Call to Order**

**2. Roll Call**

**3. Clear the Agenda**

**4. Public Participation –** *This is time set aside for the public to address the Board on any matter not on the agenda. Comments related to any item already on the agenda should be addressed at the time that that item is considered. Each speaker will be limited to five minutes, but speaker time may be reduced at the discretion of the Board President if there are a large number of speakers on any given subject.*

**5. Consent Calendar**

*All items listed under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board requests an item to be removed from the Consent Calendar for a separate action. Any items removed will be considered after the motion to approve the Consent Calendar.*

**A. Approve Finance Report for February 21, 2023**

- 1. Cash Disbursements–General, Month of December**
- 2. Cash Disbursements–Payroll, Month of December**
- 3. Schedule of Cash and Reserves, November**
- 4. Accountants Financial Statements, November**

**B. Approve Regular Meeting Minutes January 17, 2023**

**C. Approve Monthly Safety Meeting Minutes – January 2023**

**6. Department Reports**

**A. Administration - Steven Palmer, General Manager**

**B. Operations and Maintenance Summary, November**

**7. Informational Items**

**A. Fiscal Year 2021/2022 Audited Financial Statements**

**8. Action Items**

- A. Approve the Purchase of Two Replacement Pumps for Wastewater Treatment Plant**
- B. Approve Reimbursement Agreement with Sugar Bowl Corporation for Formation of Sewer Financing District and Construction Documents for Sewer Extension**
- C. Approve Professional Services Agreement with Auerbach Engineering Corporation in the Amount of \$292,116 for Engineering Services for the Sugar Bowl West and East Village Sewer**
- D. Approve Mid-Year Budget Amendment**
- E. Approve Purchase of New Utility Billing Software**
- F. Consider Nominating a Representative for the CSDA Board of Directors**

**9. Director Reports:** *In accordance with Government Code Section 54954.2(a), Directors may make brief announcements or brief reports on their own activities (concerning the District). They may ask questions for clarification make a referral to staff or take action to have staff place a matter of business on a future agenda.*

**10. Adjournment**

Schedule of Upcoming Meetings

- Regular Meeting – March 21, 2023
- Regular Meeting – April 18, 2023
- Regular Meeting – May 16, 2023

We certify that on February 17, 2023, a copy of this agenda was posted in public view at 53823 Sherritt Lane Soda Springs, California, and the Soda Springs/Norden Post Office.

Deleane Mehler  
Administrative Assistant

Steven Palmer  
General Manager

## Agenda Item: 5A.1

**Donner Summit Public Utility District  
Check List**

**February 21, 2023  
Agenda Item: 5A1**

All Bank Accounts  
January 25, 2023

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
11349	01/25/23	49ER WATER SERVICES	6,985.00
11350	01/25/23	49ER WATER SERVICES	200.00
11351	01/25/23	49ER WATER SERVICES	120.00
11352	01/25/23	AIRGAS USA, LLC	280.26
11353	01/25/23	ALHAMBRA & SIERRA SPRINGS	36.00
11354	01/25/23	AT&T	46.23
11355	01/25/23	BARNARD, VOGLER & CO.	1,956.20
11356	01/25/23	BLUE SHIELD OF CALIFORNIA	11,990.95
11357	01/25/23	CALIFORNIA DEPT OF TAX & FEE ADMIN	369.32
11358	01/25/23	CONTROLPOINT ENGINEERING, INC.	8,030.00
11359	01/25/23	CORBIN WILLITS SYSTEMS, INC.	431.36
11360	01/25/23	DEPARMENT OF HUMAN RESOURCES	500.00
11361	01/25/23	EMCOR SERVICES INC.	567.00
11362	01/25/23	EVERS LAW GROUP	740.00
11363	01/25/23	FED-EX	20.95
11364	01/25/23	GEI CONSULTANTS	7,528.00
11365	01/25/23	GIBSON & COMPANY, INC.	16,733.50
11366	01/25/23	GRAINGER	568.59
11367	01/25/23	HUMANA DENTAL INS. CO.	1,450.95
11368	01/25/23	INTEGRATED FIRE SYSTEM, INC.	420.00
11369	01/25/23	KNOWLEDGE SOLUTIONS	140.00
11370	01/25/23	MAPCOMMUNICATIONS	118.58
11371	01/25/23	MOUNTAIN HARDWARE & SPORTS	404.82
11372	01/25/23	NATIONAL LIFE INSURANCE CO.	62.17
11373	01/25/23	O'REILLY AUTOMOTIVE, INC.	44.14
11374	01/25/23	PARAGON PEST CONTROL	195.00
11375	01/25/23	PITNEY BOWES PURCHASE POWER	152.88
11376	01/25/23	PRINCIPAL LIFE INSURANCE COMPANY	793.46
11377	01/25/23	SILVERTIP SNOW REMOVAL	1,825.00
11378	01/25/23	STATE WATER RESOURCES CONTROL	150.00
11379	01/25/23	SUBURBAN PROPANE	35,850.31
11380	01/25/23	TAHOE TRUCKEE SIERRA DISPOSAL	598.15
11382	01/25/23	THATCHER COMPANY OF NEVADA, INC.	15,313.81
11383	01/25/23	THE OFFICE BOSS, INC.	42.89
11384	01/25/23	THE OFFICE BOSS, INC.	38.79
11385	01/25/23	TRANSAMERICA LIFE INSURANCE	194.19
11386	01/25/23	TRUCKEE AUTO PARTS	80.60
11387	01/25/23	TRUCKEE FIRE PROTECTION DISTRICT	5,367.63
11388	01/25/23	UNIVAR SOLUTIONS	8,741.71
11389	01/25/23	USA BLUEBOOK	616.75
11390	01/25/23	THATCHER COMPANY OF NEVADA, INC.	5,941.04
11391	01/25/23	HERC RENTALS	3,841.77
11392	01/25/23	PIONEER ELECTRIC LTD	645.00
11393	01/25/23	TRUCKEE AUTO PARTS	496.58
<b>Vendor Check Total</b>			<u>140,629.58</u>
<b>Check List Total</b>			<u>140,629.58</u>

Check count = 44

## Agenda Item: 5A.2

# PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS		
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS	
**** 30 WATER SEWER King, James R 49	Regular			6,133.58	Social Security	386.48	150.00	Direct Deposit # 4431	
	Life Ins Reimb Txble			100.00	Medicare	90.39	1,292.31	Check Amt	0.00
	Sick Accr-Memo				M1.85 Fed Income Tax	760.83	126.65	Chkg 730	2,965.52
	Vacation-Memo				M4.62 CA Income Tax	405.30			
					CA Disability	56.10			
	EMPLOYEE TOTAL			6,233.58		1,699.10	1,568.96	Net Pay	2,965.52
Patrick, Sean M 59	Regular	48.0500	57.7500	2,774.89	Social Security	260.65	50.00	Direct Deposit # 4432	
	Standby			360.00	Medicare	60.96	37.41	Check Amt	0.00
	Holiday	48.0500	20.0000	961.00	Fed Income Tax	427.69		Chkg 717	3,062.32
	Sick	48.0500	2.2500	108.11	CA Income Tax	267.13			
					CA Disability	37.84			
	CHECK 1 TOTAL		80.0000	4,204.00		1,054.27	87.41	Net Pay	3,062.32
	Overtime	72.0750	40.7500	2,937.06	Social Security	194.01		Direct Deposit # 4433	
	Double Time	96.1000	2.0000	192.20	Medicare	45.37		Check Amt	0.00
					Fed Income Tax	290.28		Chkg 717	2,409.14
					CA Income Tax	162.30			
					CA Disability	28.16			
	CHECK 2 TOTAL		42.7500	3,129.26		720.12		Net Pay	2,409.14
	EMPLOYEE TOTAL		122.7500	7,333.26		1,774.39	87.41	Net Pay	5,471.46
Schott, Paul A 14	Regular	51.3300	40.0000	2,053.20	Social Security	324.05	850.00	Direct Deposit # 4434	
	Standby			45.00	Medicare	75.79	150.00	Check Amt	0.00
	Overtime	76.9950	6.0000	461.97	Fed Income Tax	748.09		Chkg 019	2,741.79
	Holiday	51.3300	50.0000	2,566.50	CA Income Tax	289.91			
					CA Disability	47.04			
					M1.85				
					M6.15				
	EMPLOYEE TOTAL		96.0000	5,226.67		1,484.88	1,000.00	Net Pay	2,741.79
Shelton, Joshua M... 64	Regular	35.0400	70.0000	2,452.80	Social Security	223.45		Direct Deposit # 4435	
	Holiday	35.0400	20.0000	700.80	Medicare	52.26		Check Amt	0.00
	Life Ins Reimb Txble			100.00	Fed Income Tax	328.09		Chkg 722	2,756.89
	Sick	35.0400	10.0000	350.40	CA Income Tax	210.87			
					CA Disability	32.44			
	EMPLOYEE TOTAL		100.0000	3,604.00		847.11		Net Pay	2,756.89
Vosburgh, Justin E 57	Regular	51.4300	70.0000	3,600.10	Social Security	274.62	200.00	Direct Deposit # 4436	
	Standby			315.00	Medicare	64.23	171.34	Check Amt	0.00
	Holiday	51.4300	10.0000	514.30	Fed Income Tax	362.76		Chkg 400	3,174.64
					CA Income Tax	141.95			
					CA Disability	39.86			
	CHECK 1 TOTAL		80.0000	4,429.40		883.42	371.34	Net Pay	3,174.64
	Overtime	77.1450	30.0000	2,314.35	Social Security	220.02		Direct Deposit # 4437	
	Double Time	102.8600	12.0000	1,234.32	Medicare	51.45		Check Amt	0.00
					Fed Income Tax	281.07		Chkg 400	2,867.17
					CA Income Tax	97.02			

# PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS				
**** 30 WATER SEWER Vosburgh, Justin E (cont.) 57					CA Disability	31.94		
	CHECK 2 TOTAL		42.0000	3,548.67		681.50		Net Pay 2,867.17
	EMPLOYEE TOTAL		122.0000	7,978.07		1,564.92	371.34	Net Pay 6,041.81
**** 40 BOARD MEMBER Gamick, Philip 28	Regular			250.00	Social Security	73.03		Direct Deposit # 4438
	Health Stipend			927.84	Medicare	17.08		Check Amt 0:00
					Fed Income Tax	61.25		Chkg 486 1,002.91
				CA Income Tax	12.97			
				CA Disability	10.60			
EMPLOYEE TOTAL				1,177.84		174.93		Net Pay 1,002.91
Kaufman, Joan B 67	Regular			275.00	Social Security	87.87		Direct Deposit # 4439
	Health Stipend			1,142.19	Medicare	20.55		Check Amt 0:00
					Fed Income Tax	97.68		Chkg 974 1,169.32
				CA Income Tax	29.02			
				CA Disability	12.75			
EMPLOYEE TOTAL				1,417.19		247.87		Net Pay 1,169.32
Parkhurst, Dawn E 66	Regular			250.00	Social Security	61.58		Direct Deposit # 4440
	Health Stipend			743.18	Medicare	14.40		Check Amt 0:00
					Fed Income Tax	19.32		Chkg 495 875.76
				CA Income Tax	13.18			
				CA Disability	8.94			
EMPLOYEE TOTAL				993.18		117.42		Net Pay 875.76
Preis, Cathy 44	Regular			300.00	Social Security	60.76		Direct Deposit # 4441
	Health Stipend			679.98	Medicare	14.21		Check Amt 0:00
					Fed Income Tax	65.06		Chkg 011 824.16
				CA Income Tax	6.97			
				CA Disability	8.82			
EMPLOYEE TOTAL				979.98		155.82		Net Pay 824.16
**** 50 ADMIN Mehler, Deleane 51	Regular	42.0400	56.0000	2,354.24	Social Security	208.52	100.00	Direct Deposit # 4442
	Holiday	42.0400	24.0000	1,008.96	Medicare	48.77	243.52	Check Amt 0:00
					Fed Income Tax	493.00	103.78	Chkg 963 1,959.34
				CA Income Tax	176.00			
				CA Disability	30.27			
EMPLOYEE TOTAL		80.0000		3,363.20		956.56	447.30	Net Pay 1,959.34
Palmer, Steven V 65	Regular			7,080.77	Social Security	439.01	201.93	Direct Deposit # 4443
					Medicare	102.67		Check Amt 0:00
					Fed Income Tax	1,444.85		Chkg 779 3,682.70
				CA Income Tax	545.88		Savg 217 600.00	
				CA Disability	63.73			
EMPLOYEE TOTAL				7,080.77		2,596.14	201.93	Net Pay 4,282.70

# PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS			
<b>COMPANY TOTALS</b>							
11 Person(s)	Regular		293,7500	27,524.58	Social Security 2,814.05	457 1,551.93	Check Amt 0:00
13 Transaction(s)	Standby			720.00	Medicare 658.13	Credit Un 2 150.00	Dir Dep 30,091.66
	Double Time		14,0000	1,426.52	Fed Income Tax 5,379.97	Garnishment 1,292.31	
	Overtime		76,7500	5,713.38	CA Income Tax 2,358.50	Life Ins EE Post 37.41	
	Health Stipend			3,493.19	CA Disability 408.49	Loan 2 414.86	
	Holiday		124,0000	5,751.56		Loan Payment 103.78	
	Life Ins Reimb Txble			300.00		Overpayment Pa 126.65	
	Sick		12,2500	458.51			
	Sick Accr-Memo				3.70		
	Vacation -Memo				10.77		
	<b>COMPANY TOTAL</b>		<b>520,7500</b>	<b>45,387.74</b>		<b>11,619.14</b>	<b>3,676.94</b>
					<i>Employer Liabilities</i>		<b>Net Pay 30,091.66</b>
					Social Security 2,814.05		
					Medicare 658.14		
					Fed Unemploy 263.97		
					CA Unemploy 1,891.82		
					CA Emp Train 43.99		
					<b>TOTAL EMPLOYER LIABILITY 5,671.97</b>		
					<b>TOTAL TAX LIABILITY 17,291.11</b>		
(IC) = Independent Contractor							



# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/06/23: \$50,895.65**

**IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.**

**TRANSACTION SUMMARY**

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	50,895.65
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<b>50,895.65</b>
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	2,384.63
	CASH REQUIRED FOR CHECK DATE 01/06/23	53,280.28

**TRANSACTION DETAIL**

**ELECTRONIC FUNDS TRANSFER** - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
01/05/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Direct Deposit	Net Pay Allocations	30,091.66	<b>30,091.66</b>
01/05/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Readychex®	Check Amounts	3,512.88	<b>3,512.88</b>
				<b>EFT FOR 01/05/23</b>		<b>33,604.54</b>
01/06/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Taxpay®	Employee Withholdings		
				Social Security	2,814.05	
				Medicare	658.13	
				Fed Income Tax	5,379.97	
				CA Income Tax	2,358.50	
				CA Disability	408.49	
				<b>Total Withholdings</b>	<b>11,619.14</b>	
				Employer Liabilities		
				Social Security	2,814.05	
				Medicare	658.14	
				Fed Unemploy	263.97	
				CA Unemploy	1,891.82	
				CA Emp Train	43.99	
				<b>Total Liabilities</b>	<b>5,671.97</b>	<b>17,291.11</b>
				<b>EFT FOR 01/06/23</b>		<b>17,291.11</b>
				<b>TOTAL EFT</b>		<b>50,895.65</b>

# PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS
**** 30 WATER SEWER King, James R 49	Regular			6,133.58				
	Sick Accr-Memo Vacation -Memo				M1.85 M4.62	Social Security 380.28 Medicare 88.93 Fed Income Tax 736.83 CA Income Tax 395.07 CA Disability 55.20	150.00 1,292.31 135.65	Direct Deposit # 4444 Check Amt 0.00 Chkg 730 2,899.31
	EMPLOYEE TOTAL					1,656.31	1,577.96	Net Pay 2,899.31
Patrick, Sean M 59	Regular	48:0500	78:7500	3,783.94				
	Standby Overtime Double Time Sick Vacation			315.00 1,153.20 192.20 48.05 12.01		Social Security 341.27 Medicare 79.82 Fed Income Tax 713.78 CA Income Tax 400.16 CA Disability 49.54	50.00	Direct Deposit # 4445 Check Amt 0.00 Chkg 717 3,869.33
	EMPLOYEE TOTAL					1,584.57	50.00	Net Pay 3,869.33
Schott, Paul A 14	Regular	51:3300	80:0000	4,106.40				
	Standby Sick Accr-Memo Vacation -Memo			270.00	M1.85 M6.75	Social Security 271.34 Medicare 53.45 Fed Income Tax 550.90 CA Income Tax 202.93 CA Disability 38.39	850.00 150.00	Direct Deposit # 4446 Check Amt 0.00 Chkg 019 2,248.39
	CHECK 1 TOTAL					1,128.01	1,000.00	Net Pay 2,248.39
	Overtime	76:9950	12:0000	923.94				
	Double Time	102:6600	3:7500	384.98				
	Life Ins Reimb Txble Sick Accr-Memo Vacation -Memo			100.00	M1.85 M6.75	Social Security 87.35 Medicare 20.43 Fed Income Tax 136.38 CA Income Tax 28.66 CA Disability 12.68		Direct Deposit # 4447 Check Amt 0.00 Chkg 019 1,123.42
	CHECK 2 TOTAL					285.50		Net Pay 1,123.42
	EMPLOYEE TOTAL					1,413.51	1,000.00	Net Pay 3,371.81
Shalton, Joshua M... 64	Regular	35:0400	70:0000	2,452.80				
	Sick	35:0400	10:0000	350.40				
	EMPLOYEE TOTAL					600.00		Direct Deposit # 4448 Check Amt 0.00 Chkg 722 2,202.58
Vosburgh, Justin E 57	Regular	51:4300	67:0000	3,445.81				
	Standby Holiday Vacation			135.00 514.30 154.29		Social Security 263.46 Medicare 61.62 Fed Income Tax 341.16 CA Income Tax 130.07 CA Disability 38.24	200.00 171.34	Direct Deposit # 4449 Check Amt 0.00 Chkg 400 3,043.51
	CHECK 1 TOTAL					834.55	371.34	Net Pay 3,043.51
	Overtime	77:1450	16:0000	1,234.32				
	Double Time	102:8600	3:0000	308.58				
	EMPLOYEE TOTAL					95.66 22.37 47.75 20.00 13.89		Direct Deposit # 4450 Check Amt 0.00 Chkg 400 1,343.23

# PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS
**** 30 WATER SEWER (cont.) Vosburgh, Justin E (cont.) 57	CHECK 2 TOTAL		19.0000	1,542.90		199.67	Net Pay 1,343.23	
	EMPLOYEE TOTAL		99.0000	5,792.30		1,034.22	371.34 Net Pay 4,386.74	
**** 50 ADMIN Mehler, Deleane 51	Regular	42.0400	40.0000	1,681.60	Social Security	208.52	100.00	Direct Deposit # 4451
	Holiday	42.0400	8.0000	336.32	Medicare	48.76	243.52	Check Amt 0.00
	Sick	42.0400	32.0000	1,345.28	Fed Income Tax	483.00	103.78	Chkg 963 1,959.35
					CA Income Tax	176.00		
				CA Disability	30.27			
	EMPLOYEE TOTAL		80.0000	3,363.20		956.55	447.30	Net Pay 1,959.35
Palmer, Steven V 65	Regular			7,080.77	Social Security	439.01	201.93	Direct Deposit # 4452
					Medicare	102.67		Check Amt 0.00
					Fed Income Tax	1,444.85		Chkg 779 3,682.70
					CA Income Tax	545.88		Savg 217 600.00
				CA Disability	63.73			
	EMPLOYEE TOTAL			7,080.77		2,596.14	201.93	Net Pay 4,282.70
<b>COMPANY TOTALS</b> 7 Person(s) 9 Transaction(s)	Regular		335.7500	28,684.90	Social Security	2,260.69	1,551.93	Check Amt 0.00
	Standby			720.00	Medicare	528.89	150.00	Dir Dep 22,972.32
	Double Time		8.7500	885.76	Fed Income Tax	4,696.65	1,292.31	
	Overtime		44.0000	3,311.46	CA Income Tax	2,027.72	414.86	
	Holiday		18.0000	850.62	CA Disability	328.17	103.78	
	Life Ins Reimb Txble			100.00			135.65	
	Sick		43.0000	1,743.73				
	Vacation		3.2500	166.30				
	Sick Accr-Memo							
	Vacation -Memo							
	COMPANY TOTAL		452.7500	36,462.77		9,841.92	3,648.53	Net Pay 22,972.32
					Employer Liabilities			
					Social Security	2,260.69		
					Medicare	528.72		
					Fed Unemploy	52.24		
					CA Unemploy	374.37		
					CA Emp Train	8.70		
					TOTAL EMPLOYER LIABILITY	3,224.72		
					TOTAL TAX LIABILITY	13,066.64		

(IC) = Independent Contractor

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/20/23: \$39,551.84**

**IMPORTANT COVID-19 INFORMATION:** If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

**TRANSACTION SUMMARY**

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	39,551.84
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<b>39,551.84</b>
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	2,356.22
	CASH REQUIRED FOR CHECK DATE 01/20/23	41,908.06

**TRANSACTION DETAIL**

**ELECTRONIC FUNDS TRANSFER** - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
01/19/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Direct Deposit	Net Pay Allocations	22,972.32	22,972.32
01/19/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Readychex®	Check Amounts	3,512.88	3,512.88
					<b>EFT FOR 01/19/23</b>	<b>26,485.20</b>
01/20/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Taxpay®	Employee Withholdings		
				Social Security	2,260.69	
				Medicare	528.69	
				Fed Income Tax	4,696.65	
				CA Income Tax	2,027.72	
				CA Disability	328.17	
				<b>Total Withholdings</b>	<b>9,841.92</b>	
				Employer Liabilities		
				Social Security	2,260.69	
				Medicare	528.72	
				Fed Unemploy	52.24	
				CA Unemploy	374.37	
				CA Emp Train	8.70	
				<b>Total Liabilities</b>	<b>3,224.72</b>	<b>13,066.64</b>
					<b>EFT FOR 01/20/23</b>	<b>13,066.64</b>
					<b>TOTAL EFT</b>	<b>39,551.84</b>

## Agenda Item: 5A.3

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
 SCHEDULE OF CASH AND DEBT RESTRICTED RESERVES  
 DECEMBER 31, 2022

<u>Bank Account</u>	<u>Reserve</u>	<u>Book Balance</u>	<u>Reserves Restricted</u>
Wells Fargo - Checking		\$ (81,196.62)	
Wells Fargo - Deposit		412,167.69	
Wells Fargo - Savings		305,332.77	
Wells Fargo - Payroll		-	
LAIF		3,407.66	
	SWRCB Loan Construction		719,191.03
	WTP Loan Construction		18,187.00
	Big Bend Water Loan Reserve 1		9,019.98
	Big Bend Water Loan Reserve 2		3,704.63
	Big Bend Assessment		10,887.28
<b>Totals</b>		<u>639,711.50</u>	<u>760,989.92</u>
Unrestricted Cash Available			<u>\$ (121,278.42)</u>

## Agenda Item: 5A.4

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
FINANCIAL STATEMENTS  
AND  
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT  
DECEMBER 31, 2022



DONNER SUMMIT PUBLIC UTILITY DISTRICT  
TABLE OF CONTENTS  
DECEMBER 31, 2022

---

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT	1
FINANCIAL STATEMENTS	
Statement of Activities and Changes in Net Position – Budgetary Basis Combined Business-Type Activities	2
Statement of Activities and Changes in Net Position – Budgetary Basis Budget and Actual – Business-Type Activity – Water	3
Statement of Activities and Changes in Net Position – Budgetary Basis Budget and Actual – Business-Type Activity – Sewer	4
Statement of Activities and Changes in Net Position – Budgetary Basis Budget and Actual – Business-Type Activity – Wastewater Treatment	5
Statement of Activities and Changes in Net Position – Budgetary Basis Budget and Actual – Business-Type Activity – Admin	6
SUPPLEMENTARY INFORMATION	7
Schedule of Big Bend Transactions	8



100 West Liberty St.  
Suite 1100  
Reno, NV 89501

775.786.6141  
775.323.6211  
bvccpas.com

## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Board of Directors  
Donner Summit Public Utility District

Management is responsible for the accompanying financial statements of the business-type activities of Donner Summit Public Utility District (the District) which comprise the statements of activities and changes in net position – budgetary basis for the six months ended December 31, 2022 in accordance with the budgetary basis of accounting, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying supplementary information contained on page 8 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The financial statements are prepared on the budgetary basis of accounting, which includes expensing capital outlay purchases and principal payments on long-term debt. The budgetary basis of accounting is a basis of accounting other than accounting principles generally accepted in the United States of America.

*Barnard, Vogler & Co.*

Reno, Nevada  
February 6, 2023

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS  
COMBINED BUSINESS-TYPE ACTIVITIES  
FOR THE SIX MONTHS ENDED DECEMBER 31, 2022

	Water	Sewer	Treatment	Admin	Total
<b>Program Revenue</b>					
Water fees	\$ 313,755.44	\$ -	\$ -	\$ -	\$ 313,755.44
Sewer fees	-	234,954.51	704,863.54	-	939,818.05
Connection fees	8,500.00	10,123.00	-	-	18,623.00
Recycled water sales	-	-	45,202.80	-	45,202.80
Non-CFD revenue for WWTP loan	-	-	138,808.11	-	138,808.11
Sierra Lakes service	-	-	253,146.00	-	253,146.00
Big Bend service fees	15,086.96	-	-	-	15,086.96
Big Bend assessment	10,385.76	-	-	-	10,385.76
Total Program Revenue	<u>347,728.16</u>	<u>245,077.51</u>	<u>1,142,020.45</u>	<u>-</u>	<u>1,734,826.12</u>
<b>Expenses</b>					
Salaries-operations	70,175.89	59,447.61	191,196.38	135,968.90	456,788.78
Employee benefits and taxes	22,305.18	18,372.53	62,608.76	42,922.18	146,208.65
Board expense	-	-	-	33,948.61	33,948.61
Professional fees	3,165.00	912.18	29,075.90	74,233.20	107,386.28
Dues and subscriptions	-	-	1,179.15	8,769.05	9,948.20
Fees, permits, certifications, leases	1,186.94	351.26	20,250.56	7,799.59	29,588.35
Training, education, travel	260.00	-	2,582.07	1,495.11	4,337.18
Insurance	20,214.65	16,998.66	54,671.40	4,836.05	96,720.76
Office supplies and miscellaneous	-	185.56	1,980.04	4,247.10	6,412.70
Utilities, communications, telemetry	22,491.66	12,131.52	179,539.47	15,972.56	230,135.21
Chemicals and lab supplies	25,632.60	-	98,021.16	-	123,653.76
Laboratory testing	560.00	-	11,296.99	-	11,856.99
Equipment maintenance and repair	9,049.92	-	12,755.43	-	21,805.35
Small equipment and rental	-	-	328.57	-	328.57
Operating supplies	90.43	271.28	242.72	1,546.01	2,150.44
Sludge removal	-	-	14,325.53	-	14,325.53
Vehicle maintenance, repair, fuel	-	-	5,599.47	-	5,599.47
Infiltration and inflow program	-	18,501.47	-	-	18,501.47
Facility maintenance and repair	16,854.56	427.53	21,258.62	1,402.11	39,942.82
Amortization of land lease	-	-	10,125.00	-	10,125.00
Debt service	9,093.64	-	719,191.03	-	728,284.67
Capital equipment	12,856.85	855.39	23,831.57	-	37,543.81
Total Expenses	<u>213,937.32</u>	<u>128,454.99</u>	<u>1,460,059.82</u>	<u>333,140.47</u>	<u>2,135,592.60</u>
<b>Excess (Deficiency) of Program</b>					
Revenues Over Expenses	133,790.84	116,622.52	(318,039.37)	(333,140.47)	(400,766.48)
<b>General Revenues</b>					
Interest revenue	-	-	-	773.21	773.21
CFD revenue for WWTP loan	-	-	2,549.90	-	2,549.90
Other income	5,716.02	9,964.63	-	5,474.49	21,155.14
Grants	-	-	-	650.00	650.00
Total General Revenues	<u>5,716.02</u>	<u>9,964.63</u>	<u>2,549.90</u>	<u>6,897.70</u>	<u>25,128.25</u>
Increase (Decrease) in Net Position	<u>\$ 139,506.86</u>	<u>\$ 126,587.15</u>	<u>\$ (315,489.47)</u>	<u>\$ (326,242.77)</u>	<u>\$ (375,638.23)</u>
Net Position, Beginning of Year					12,800,341.19
Net Position, End of Period					<u>\$ 12,424,702.96</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS  
BUDGET AND ACTUAL  
BUSINESS-TYPE ACTIVITY - WATER  
FOR THE SIX MONTHS ENDED DECEMBER 31, 2022

	Actual Year to Date 12/31/22	Budget Total Fiscal Year 2023	Budget Percent Complete 12/31/22	Remaining Budget 12/31/22
<b>Program Revenue</b>				
Water fees	\$ 313,755.44	\$ 622,878.00	50.37%	\$ (309,122.56)
Connection fees	8,500.00	-	0.00%	8,500.00
Big Bend service fees	15,086.96	30,627.00	49.26%	(15,540.04)
Big Bend assessment	10,385.76	20,772.00	50.00%	(10,386.24)
Total Program Revenue	<u>347,728.16</u>	<u>674,277.00</u>	<u>51.57%</u>	<u>(326,548.84)</u>
<b>Expenses</b>				
Salaries-operations	70,175.89	129,244.00	54.30%	59,068.11
Employee benefits and taxes	22,305.18	54,910.00	40.62%	32,604.82
Professional fees	3,165.00	73,000.00	4.34%	69,835.00
Dues and subscriptions	-	680.00	0.00%	680.00
Fees, permits, certifications, leases	1,186.94	14,680.00	8.09%	13,493.06
Training, education, travel	260.00	1,000.00	26.00%	740.00
Insurance	20,214.65	40,429.00	50.00%	20,214.35
Office supplies and miscellaneous	-	550.00	0.00%	550.00
Utilities, communications, telemetry	22,491.66	48,470.00	46.40%	25,978.34
Chemicals and lab supplies	25,632.60	22,800.00	112.42%	(2,832.60)
Laboratory testing	560.00	2,020.00	27.72%	1,460.00
Equipment maintenance and repair	9,049.92	5,600.00	161.61%	(3,449.92)
Small equipment and rental	-	2,820.00	0.00%	2,820.00
Operating supplies	90.43	3,380.00	2.68%	3,289.57
Vehicle maintenance, repair, fuel	-	9,106.00	0.00%	9,106.00
Facility maintenance and repair	16,854.56	24,380.00	69.13%	7,525.44
Angela WTP loan principal and interest	9,093.64	18,188.00	50.00%	9,094.36
Big Bend debt service	-	21,655.00	0.00%	21,655.00
Capital equipment	12,856.85	8,760.00	146.77%	(4,096.85)
Capital projects	-	32,473.00	0.00%	32,473.00
Total Expenses	<u>213,937.32</u>	<u>514,145.00</u>	<u>41.61%</u>	<u>300,207.68</u>
<b>Excess of Program</b>				
Revenues Over Expenses	133,790.84	160,132.00	83.55%	(26,341.16)
<b>General Revenues</b>				
Property tax	-	30,213.00	0.00%	30,213.00
Other income	5,716.02	-	0.00%	(5,716.02)
Grants	-	15,000.00	100.00%	15,000.00
Total General Revenues	<u>5,716.02</u>	<u>45,213.00</u>	<u>100.00%</u>	<u>39,496.98</u>
Increase in Net Position	<u>\$ 139,506.86</u>	<u>\$ 205,345.00</u>	<u>67.94%</u>	<u>\$ 13,155.82</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS  
BUDGET AND ACTUAL  
BUSINESS-TYPE ACTIVITY - SEWER  
FOR THE SIX MONTHS ENDED DECEMBER 31, 2022

	Actual Year to Date 12/31/22	Budget Total Fiscal Year 2023	Budget Percent Complete 12/31/22	Remaining Budget 12/31/22
<b>Program Revenue</b>				
Sewer fees	\$ 234,954.51	\$ 459,844.00	51.09%	\$ (224,889.49)
Connection fees	10,123.00	-	0.00%	10,123.00
Total Program Revenue	<u>245,077.51</u>	<u>459,844.00</u>	<u>53.30%</u>	<u>(214,766.49)</u>
<b>Expenses</b>				
Salaries-operations	59,447.61	108,683.00	54.70%	49,235.39
Employee benefits and taxes	18,372.53	46,173.00	39.79%	27,800.47
Professional fees	912.18	-	0.00%	(912.18)
Fees, permits, certifications, leases	351.26	3,460.00	10.15%	3,108.74
Training, education and travel	-	300.00	0.00%	300.00
Insurance	16,998.66	33,997.00	50.00%	16,998.34
Office supplies and miscellaneous	185.56	550.00	33.74%	364.44
Utilities, communications, telemetry	12,131.52	30,293.00	40.05%	18,161.48
Chemicals and lab supplies	-	500.00	0.00%	500.00
Operating supplies	271.28	3,500.00	7.75%	3,228.72
Infiltration and inflow program	18,501.47	15,000.00	123.34%	(3,501.47)
Equipment maintenance and repair	-	1,600.00	0.00%	1,600.00
Vehicle maintenance, repair, fuel	-	19,026.00	0.00%	19,026.00
Facility maintenance and repair	427.53	2,000.00	21.38%	1,572.47
Capital equipment	855.39	1,263.00	67.73%	407.61
Capital projects	-	90,678.00	0.00%	90,678.00
Total Expenses	<u>128,454.99</u>	<u>357,023.00</u>	<u>35.98%</u>	<u>228,568.01</u>
<b>Excess (Deficiency) of Program</b>				
Revenues Over Expenses	116,622.52	102,821.00	113.42%	13,801.52
<b>General Revenues</b>				
Property tax	-	20,353.00	0.00%	(20,353.00)
Other income	9,964.63	-	0.00%	9,964.63
Total General Revenues	<u>9,964.63</u>	<u>20,353.00</u>	<u>48.96%</u>	<u>(10,388.37)</u>
Increase (Decrease) in Net Position	<u>\$ 126,587.15</u>	<u>\$ 123,174.00</u>	<u>102.77%</u>	<u>\$ 3,413.15</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS  
BUDGET AND ACTUAL  
BUSINESS-TYPE ACTIVITY - WASTEWATER TREATMENT  
FOR THE SIX MONTHS ENDED DECEMBER 31, 2022

	Actual Year to Date 12/31/22	Budget Total Fiscal Year 2023	Budget Percent Complete 12/31/22	Remaining Budget 12/31/22
<b>Program Revenue</b>				
Sewer fees	\$ 704,863.54	\$ 1,456,174.00	48.41%	\$ (751,310.46)
Recycled water sales	45,202.80	50,000.00	90.41%	(4,797.20)
Non-CFD revenue for WWTP loan	138,808.11	281,044.00	49.39%	(142,235.89)
Sierra Lakes service	253,146.00	381,152.00	66.42%	(128,006.00)
Total Program Revenue	<u>1,142,020.45</u>	<u>2,168,370.00</u>	<u>52.67%</u>	<u>(1,026,349.55)</u>
<b>Expenses</b>				
Salaries-operations	191,196.38	349,545.00	54.70%	158,348.62
Employee benefits and taxes	62,608.76	148,502.00	42.16%	85,893.24
Professional fees	29,075.90	42,070.00	69.11%	12,994.10
Dues and subscriptions	1,179.15	1,200.00	98.26%	20.85
Fees, permits, certifications, leases	20,250.56	16,600.00	121.99%	(3,650.56)
Training, education, travel	2,582.07	2,800.00	92.22%	217.93
Insurance	54,671.40	109,343.00	50.00%	54,671.60
Office supplies and miscellaneous	1,980.04	500.00	396.01%	(1,480.04)
Utilities, communications, telemetry	179,539.47	429,390.00	41.81%	249,850.53
Chemicals and lab supplies	98,021.16	172,406.00	56.85%	74,384.84
Laboratory testing	11,296.99	45,840.00	24.64%	34,543.01
Small equipment and rental	328.57	6,340.00	5.18%	6,011.43
Operating supplies	242.72	2,100.00	11.56%	1,857.28
Equipment maintenance and repair	12,755.43	56,210.00	22.69%	43,454.57
Vehicle maintenance, repair, fuel	5,599.47	9,300.00	60.21%	3,700.53
Sludge removal	14,325.53	14,510.00	98.73%	184.47
Facility maintenance and repair	21,258.62	43,675.00	48.67%	22,416.38
Amortization of land lease	10,125.00	20,250.00	50.00%	10,125.00
WWTP loan	719,191.03	719,191.00	100.00%	(0.03)
Capital equipment	23,831.57	4,477.00	532.31%	(19,354.57)
Total Expenses	<u>1,460,059.82</u>	<u>2,194,249.00</u>	<u>66.54%</u>	<u>734,189.18</u>
<b>Excess (Deficiency) of Program</b>				
Revenues Over Expenses	(318,039.37)	(25,879.00)	--	(292,160.37)
<b>General Revenues</b>				
CFD revenue for WWTP loan	2,549.90	282,392.00	0.90%	(279,842.10)
Property tax	-	86,767.00	0.00%	(86,767.00)
Total General Revenues	<u>2,549.90</u>	<u>369,159.00</u>	<u>0.69%</u>	<u>(366,609.10)</u>
Increase in Net Position	<u>\$ (315,489.47)</u>	<u>\$ 343,280.00</u>	<u>-91.90%</u>	<u>\$ 658,769.47</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS  
BUDGET AND ACTUAL  
BUSINESS-TYPE ACTIVITY - ADMIN  
FOR THE SIX MONTHS ENDED DECEMBER 31, 2022

	Actual Year to Date 12/31/22	Budget Total Fiscal Year 2023	Budget Percent Complete 12/31/22	Remaining Budget 12/31/22
<b>Program Revenue</b>				
Service Fees	\$ -	\$ -	-	\$ -
<b>Total Program Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Expenses</b>				
Salaries-operations	135,968.90	271,529.00	50.08%	135,560.10
Employee benefits and taxes	42,922.18	116,941.00	36.70%	74,018.82
Board expense	33,948.61	67,907.00	49.99%	33,958.39
Professional fees	74,233.20	115,680.00	64.17%	41,446.80
Dues and subscriptions	8,769.05	7,100.00	123.51%	(1,669.05)
Fees, permits, certifications, leases	7,799.59	20,650.00	37.77%	12,850.41
Training, education, travel	1,495.11	1,500.00	99.67%	4.89
Insurance	4,836.05	9,672.00	50.00%	4,835.95
Office supplies and miscellaneous	4,247.10	9,000.00	47.19%	4,752.90
Utilities, communications, telemetry	15,972.56	35,035.00	45.59%	19,062.44
Equipment maintenance and repair	-	6,660.00	0.00%	6,660.00
Operating supplies	1,546.01	-	0.00%	(1,546.01)
Facility maintenance and repair	1,402.11	3,000.00	46.74%	1,597.89
<b>Total Expenses</b>	<b>333,140.47</b>	<b>664,674.00</b>	<b>50.12%</b>	<b>331,533.53</b>
<b>Deficiency of Program</b>				
Revenues Over Expenses	(333,140.47)	(664,674.00)	50.12%	331,533.53
<b>General Revenues</b>				
Interest revenue	773.21	-	0.00%	773.21
Other income	5,474.49	6,500.00	84.22%	(1,025.51)
Grants	650.00	-	0.00%	650.00
<b>Total General Revenues</b>	<b>6,897.70</b>	<b>6,500.00</b>	<b>106.12%</b>	<b>397.70</b>
<b>Decrease in Net Position</b>	<b>\$ (326,242.77)</b>	<b>\$ (658,174.00)</b>	<b>49.57%</b>	<b>\$ 331,931.23</b>

SUPPLEMENTARY INFORMATION



DONNER SUMMIT PUBLIC UTILITY DISTRICT  
SCHEDULE OF BIG BEND TRANSACTIONS  
FOR THE SIX MONTHS ENDED DECEMBER 31, 2022

---

Revenue	\$	25,472.72
Expenses		
Fees and permits		139.68
Telephone		346.98
Interest		-
Electricity		-
Repairs and maintenance		<u>274.38</u>
Total expenses		<u>761.04</u>
Excess of revenue over expenses	\$	<u><u>24,711.68</u></u>

## Agenda Item: 5B

**Donner Summit Public Utility District**  
**Board of Directors Regular Meeting**  
**Minutes**  
**Tuesday, January 17, 2023 - 6:00 P.M.**  
**DSPUD Office, 53823 Sherritt Lane, Soda Springs California**

**STAFF PRESENT:** Steven Palmer, General Manager; Jim King, Plant Manager

**OTHERS PRESENT:** Geoffrey O. Evers, General Counsel

**1. Call to Order**

For the Regular Meeting (Section 54954), January 17, 2023 at 6:00 P.M., the meeting was conducted via Zoom due to the COVID-19 pandemic and in accordance with Governor Newsom's Executive Order N-29-20 and Assembly Bill 361.

The Regular Meeting of January 17, 2023 of the Donner Summit Public Utility District Board of Directors was called to order at 6:12 p.m. by President Cathy Preis.

**2. Roll Call**

Cathy Preis, President	- Present
Joni Kaufman, Vice President	- Present
Dawn Parkhurst, Secretary	- Present
Philip Gamick, Director	- Present
Craig Combs, Director	- Present

**3. Clear the Agenda- None**

**4. Public Participation –** *This is time set aside for the public to address the Board on any matter not on the agenda. Comments related to any item already on the agenda should be addressed at the time that that item is considered. Each speaker will be limited to five minutes, but speaker time may be reduced at the discretion of the Board President if there are a large number of speakers on any given subject.* None.

**5. Consent Calendar**

*All items listed under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board requests an item to be removed from the Consent Calendar for a separate action. Any items removed will be considered after the motion to approve the Consent Calendar*

**A. Approve Finance Report for January 17, 2023**

- 1. Cash Disbursements–General**, Month of December
- 2. Cash Disbursements–Payroll**, Month of December
- 3. Schedule of Cash and Reserves**, November
- 4. Accountants Financial Statements**, November

**B. Approve Regular Meeting Minutes December 20, 2022**

**C. Approve Monthly Safety Meeting Minutes – December 2022**

**Motion: Accept the Consent Calendar**  
By: Joni Kaufman  
Second: Phil Gamick  
Vote: 5 Ayes, 0 Noes, 0 Absent, 0 Abstain, 0 Vacancy

**Motion Carries**

**6. Department Reports**

- A. Administration - Steven Palmer, General Manager- Reported.**
- B. Operations and Maintenance Summary, November-Reported.**

**7. Action Items**

- A. Adopt Resolution 2023-01 to Continue Remote Board Meetings in Accordance with Assembly Bill 361**

**Motion: Adopt Resolution 2023-01 to Continue Remote Board Meetings in Accordance with Assembly Bill 361**

**By Dawn Parkhurst**

**Second: Joni Kaufman**

**Roll Call Vote**

**Cathy Preis - Aye**

**Phil Gamick - Aye**

**Craig Combs - Aye**

**Joni Kaufman - Aye**

**Dawn Parkhurst - Aye**

**Motion Carries**

Jim King and Geoff Evers Left the meeting 6:28 p.m.

- 8. Closed Session:** Public Employee Performance Evaluation (Government Code Section 54957) Title: General Manager Review. President Preis announced the Board would be going into Closed Session Pursuant to California Government Code 54957(b)(1). Review of General Manager. The Board went into Closed Session at 6:28PM. The Board came out of Closed Session at 6:58PM. No reportable action was taken.

- 9. Director Reports:** *In accordance with Government Code Section 54954.2(a), Directors may make brief announcements or brief reports on their own activities (concerning the District). They may ask questions for clarification make a referral to staff or take action to have staff place a matter of business on a future agenda. None.*

**10. Adjournment**

**Motion: Adjourn Meeting at 6:59 p.m.**

**By: Joni Kaufman**

**Second: Craig Combs**

**5 Ayes, 0 Noes, 0 Absent, 0 Abstain, 0**

**Vacancy**

**Motion Carries**

Schedule of Upcoming Meetings

Regular Meeting – February 21, 2023

Regular Meeting – March 21, 2023

Regular Meeting – April 18, 2023

Respectfully Submitted,

Deleane Mehler  
Administrative Assistant

## Agenda Item: 5C

# Safety / Plant Training Donner Summit PUD WWTP

- Safety Topics : Jan 2023
  - Back Safety
- Training Notes :
  - DVD

**Attendance :**

1. Justin Vosburgh



2. Sean Patrick



3. Josh Shelton



4. Jim King



5. Deleane Mehler



6. Steve Palmer



7. Paul Schott



## Agenda Item: 6A





## STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager *SP*

**SUBJECT:** General Manager Report

---

### Project Updates

#### Sugar Bowl West and East Village Sewer Project

Multiple items are on this agenda, including a cost sharing agreement with Sugar Bowl Corporation and professional services agreement for engineering.

#### Water Supply Resiliency Study

Work is progressing on schedule. GEI Consultants has prepared and DSPUD staff has reviewed draft technical memorandums for the water quality risk evaluation, drought risk evaluation, and identification of potential sources of additional supply. A project update will be provided at a future meeting, following completion of the final memorandums.

### Upcoming Board Items

- Personnel Manual Update
- District Wide Wastewater Capacity Fee
- Sugar Bowl Sewer East and West Village Wastewater Infrastructure Fee Program
- Water Resiliency Study Update
- Draft Budget and Capital Improvement Plan
- Water Theft Ordinance
- Recycled Water Fee
- Debt Policy

## Agenda Item: 6B

**DONNER SUMMIT**  
**PUBLIC UTILITY DISTRICT**  
**WASTEWATER AND FRESH WATER**  
**TREATMENT PLANTS**  
**END OF MONTH OPERATIONS AND MAINTENANCE**  
**SUMMARY**

**January 2023**

# Donner Summit Public Utility District Waste Water Flow Data

**February 21, 2023  
Agenda Item: 6B**

MONTH OF January 2023		DSPUD Influent	SLCWD Influent	Total Plant Influent	Total Plant Influent	Total Plant EFF River	Total Plant EFF Snow Storage	Total Plant EFF Snow Delivery	DSPUD Fresh Water Treated	SLCWD Fresh Water Treated	Weather	Comments
DATE	DAY	MGD	MGD	MGD	Totalizer	MGD	MGD	MGD	MGD	MGD	Cond	
01/01/23	SUN	0.09810	0.25190	0.350	1.9310	0.372	0.0000	0.0000	0.226	0.062077	Clear	Lake Elv. 7189.6
01/02/23	MON	0.13058	0.12142	0.252		0.279	0.0000	0.0000	0.205	0.021931	Clear	
01/03/23	TUE	0.26446	0.09654	0.361		0.367	0.0000	0.0000	0.198	0.114132	Cloudy/Snow	
01/04/23	WED	0.24922	0.08478	0.334		0.356	0.0000	0.0000	0.323	0.089644	Cloudy	
01/05/23	THU	0.26111	0.07989	0.341		0.403	0.0000	0.0000	0.341	0.091046	Snow	
01/06/23	FRI	0.29597	0.07403	0.370		0.428	0.0000	0.0000	0.350	0.000000	Snow	
01/07/23	SAT	0.18463	0.07937	0.264		0.384	0.0000	0.0000	0.129	0.074944	Cloudy	
01/08/23	SUN	0.26389	0.06511	0.329		0.345	0.0000	0.0000	0.149	0.000000	Snow	
01/09/23	MON	0.24641	0.06259	0.309		0.227	0.0000	0.0000	0.154	0.043484	Snow	
01/10/23	TUE	0.29676	0.06124	0.358		0.317	0.0000	0.0000	0.182	0.074732	Snow	
01/11/23	WED	0.24266	0.06434	0.307		0.336	0.0000	0.0000	0.141	0.052306	Snow	
01/12/23	THU	0.25550	0.07350	0.329		0.364	0.0000	0.0000	0.377	0.054552	Pt Cloudy	
01/13/23	FRI	0.21787	0.07813	0.296		0.393	0.0000	0.0000	0.117	0.000000	Cloudy	
01/14/23	SAT	0.22551	0.09649	0.322		0.393	0.0000	0.0000	0.195	0.069958	Snow	
01/15/23	SUN	0.21580	0.08620	0.302		0.341	0.0000	0.0000	0.222	0.000000	Snow	
01/16/23	MON	0.19180	0.07420	0.266		0.293	0.0000	0.0000	0.129	0.074284	Snow	
01/17/23	TUE	0.18937	0.06063	0.250		0.277	0.0000	0.0000	0.181	0.060506	Snow	
01/18/23	WED	0.17733	0.07567	0.253		0.303	0.0000	0.0000	0.268	0.116418	Clear	
01/19/23	THU	0.17641	0.06559	0.242		0.310	0.0000	0.0000	0.315	0.060828	Snow	
01/20/23	FRI	0.19856	0.06844	0.267		0.303	0.0000	0.0000	0.230	0.000000	Clear	
01/21/23	SAT	0.23981	0.08019	0.320		0.403	0.0000	0.0000	0.186	0.000000	Clear	
01/22/23	SUN	0.24272	0.08028	0.323		0.388	0.0000	0.0000	0.179	0.052734	Clear	
01/23/23	MON	0.18269	0.07031	0.253		0.211	0.0000	0.0000	0.321	0.094705	Clear	
01/24/23	TUE	0.19326	0.06874	0.262		0.228	0.0000	0.0000	0.362	0.104223	Clear	
01/25/23	WED	0.17591	0.06309	0.239		0.217	0.0000	0.0000	0.199	0.075553	Clear	
01/26/23	THU	0.19109	0.05491	0.246		0.275	0.0000	0.0000	0.195	0.048541	Clear	
01/27/23	FRI	0.20777	0.06423	0.272		0.246	0.0000	0.0000	0.186	0.000000	Clear	
01/28/23	SAT	0.24382	0.08018	0.324		0.242	0.0000	0.0000	0.214	0.000000	Clear	
01/29/23	SUN	0.21025	0.07275	0.283		0.268	0.0000	0.0000	0.115	0.064836	Clear	
01/30/23	MON	0.21123	0.06377	0.275		0.288	0.0000	0.0000	0.139	0.095842	Clear	
01/31/23	TUE	0.17931	0.05369	0.233		0.206	0.0000	0.0000	0.216	0.079360	Clear	
					2.0210							
1/2023 Daily Totals		<b>6.65981</b>	<b>2.47219</b>	<b>9.13200</b>	<b>N/A</b>	<b>9.763</b>	<b>0.000</b>	<b>0.000</b>	<b>6.7440</b>	<b>1.6766</b>		<b>106" Snow</b>
1/2023 Totalizer Total		<b>6.52881</b>	<b>2.47219</b>	<b>9.00100</b>	<b>9.0010</b>	<b>9.763</b>	<b>0.000</b>	<b>0.000</b>	<b>6.7440</b>	<b>1.6300</b>		<b>2" Snow</b>
Difference		<b>-0.13100</b>	<b>0.00000</b>	<b>-0.13100</b>	<b>N/A</b>	<b>0.0000</b>	<b>0.0000</b>	<b>N/A</b>	<b>0.0000</b>	<b>-0.0466</b>		
Percentage Difference		<b>-2.01%</b>	<b>0.000%</b>	<b>-1.455%</b>	<b>N/A</b>	<b>0.000%</b>	<b>#DIV/0!</b>	<b>N/A</b>	<b>0.000%</b>	<b>-2.861%</b>		
1/2023 AVG/DAY		<b>210,607</b>	<b>79,748</b>	<b>290,355</b>	<b>290,355</b>	<b>314,935</b>	<b>0</b>	<b>0</b>	<b>217,548</b>	<b>52,581</b>		
1/2022 Totalizer Total		<b>5.81477</b>	<b>1.98585</b>	<b>7.8006</b>	<b>7.8006</b>	<b>7.763</b>	<b>0.266</b>	<b>0.000</b>	<b>7.1040</b>	<b>1.945071</b>		
1/2022 AVG/DAY		<b>187,573</b>	<b>64,060</b>	<b>251,633</b>	<b>251,633</b>	<b>250,419</b>	<b>8,581</b>	<b>0</b>	<b>229,161</b>	<b>62,744</b>		

# **Donner Summit Public Utility District WWTP & WTP End of Month Operations and Maintenance Summary**

**Prepared for: Steve Palmer, General Manager**

**Prepared by: Jim King, Plant Manager**

**Date: January 2023**

## **Operations WWTP**

- ◆ Flows to river discharge 9.7 MG.
- ◆ Continued lime slurry feed.
- ◆ Due to power fail issues within the district, staff used the towable generator at sewer lift stations L-7, L-3 and L-4 until power was restored.

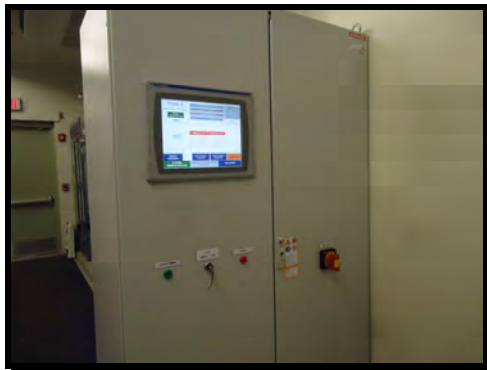


- ◆ Staff dealt with heavy rain and snow and made multiple plant operational adjustments to keep up with the heavy inflow.
- ◆ Continued feeding and adjusting the ammonia and Micro C for winter operation.
- ◆ Had issues with our propane supply due to a miscommunication with our supplier (Suburban) and an issue they had with their truck fill station at Sugar Bowl.

- ◆ Finished returning unused snow making water from storage to the headworks to be retreated and drained the supply line running from the treatment plant to Soda Spring Ski Area.



- ◆ Staff spent multiple hours moving snow from around the plant and sewer lift stations, also blew out sludge drying beds.
- ◆ Staff trouble shot multiple issues with the UV disinfection system during the heavy and changing flows cause by heavy rain and snow.



- ◆ Removed clear water from the solids holding tank for added winter storage.

## **Operations Water Plant**

- ◆ Completed and sent out monthly potable water reports to DHS.
- ◆ Cleared snow from plant and tanks.
- ◆ Checked on two cabins at Big Bend for lack of water complaints. Found homes water pipes frozen and contacted the owners.

- ◆ Had R&K Contractors help pull out the Tucker SnowCat that got stuck while checking the plant and outlying stations after the storms.



- ◆ Staff met with GEI Consulting to discuss and review progress for the Water Supply Resiliency Study.

### **Repairs and Maintenance WWTP**

- ◆ Replaced failed mixer from the lime slurry tank.



- ◆ Trouble shot problems with sewer station L-7 controls after PG&E power issues due to the storms.

- ◆ Replaced a failed air-controlled inlet valve on UV Train #3.



- ◆ Repaired right rear loader chain.



- ◆ Replaced the sump pump at sewer station L-8.

- ◆ Found permeate pump on Membrane Skid 1 seals failed and other issues. Will replace the pump.





- ◆ Had the headworks heater repaired by EMCOR.



- ◆ Repaired the chemical feed line on Membrane Skid 2.



## **Repairs and Maintenance WTP**

- ◆ Installed a new mixer in the chemical feed tank.

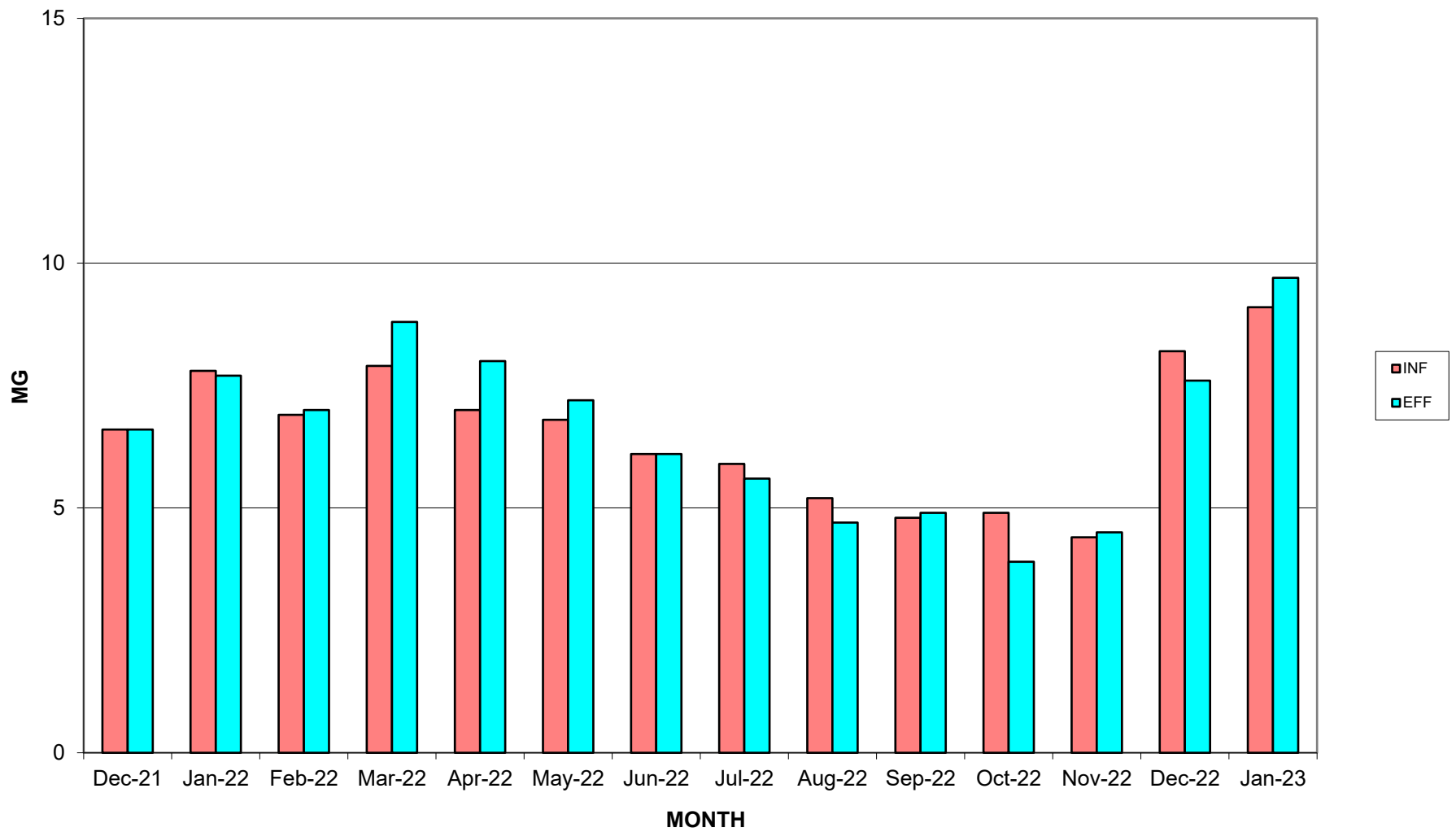


- ◆ Trouble shot problems with the computer telemetry.

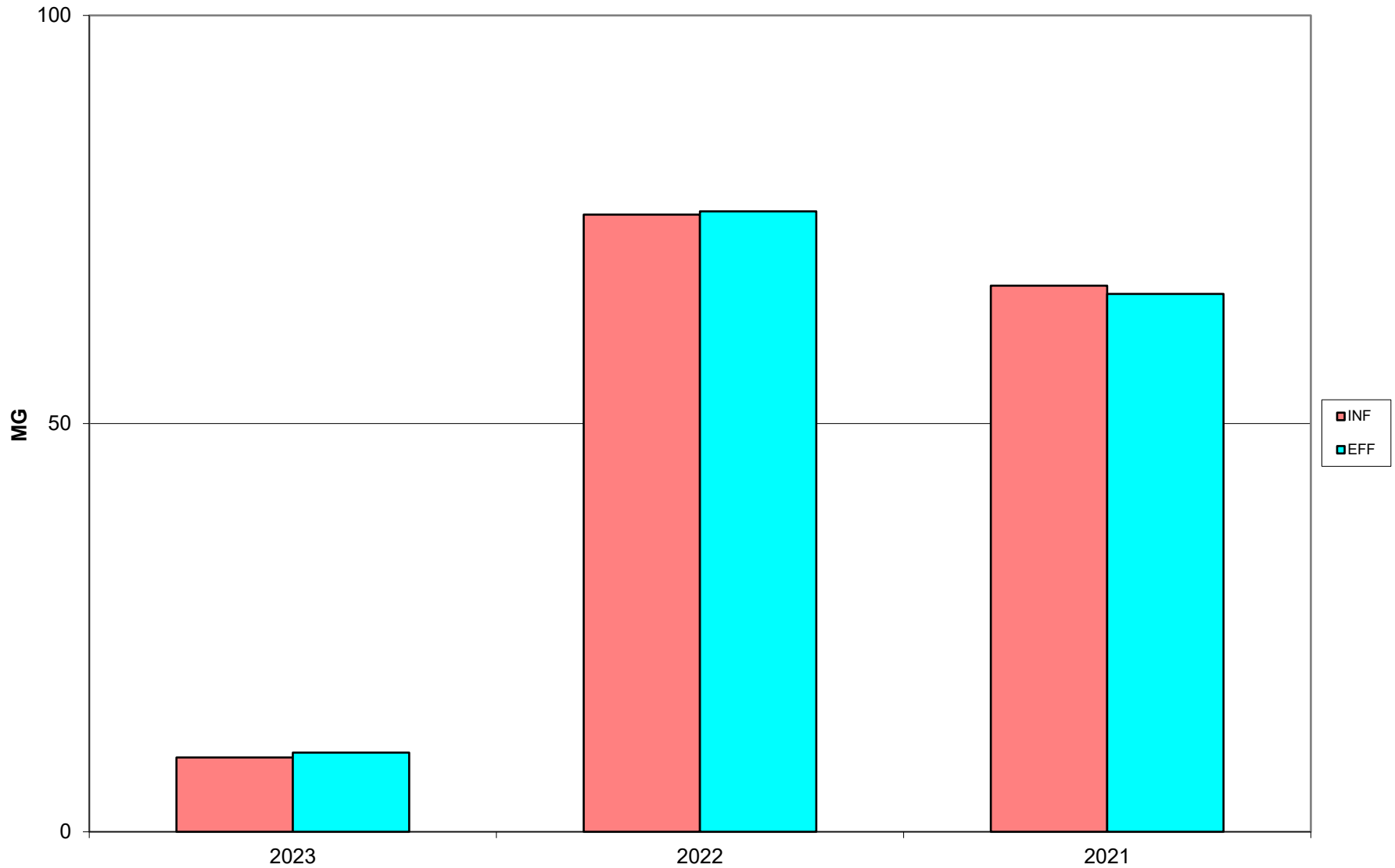
**Laboratory**

- ◆ Continued river discharge monitoring.
- ◆ Collected and sent in the quarterly priority pollutant testing samples for the effluent and receiving waters.

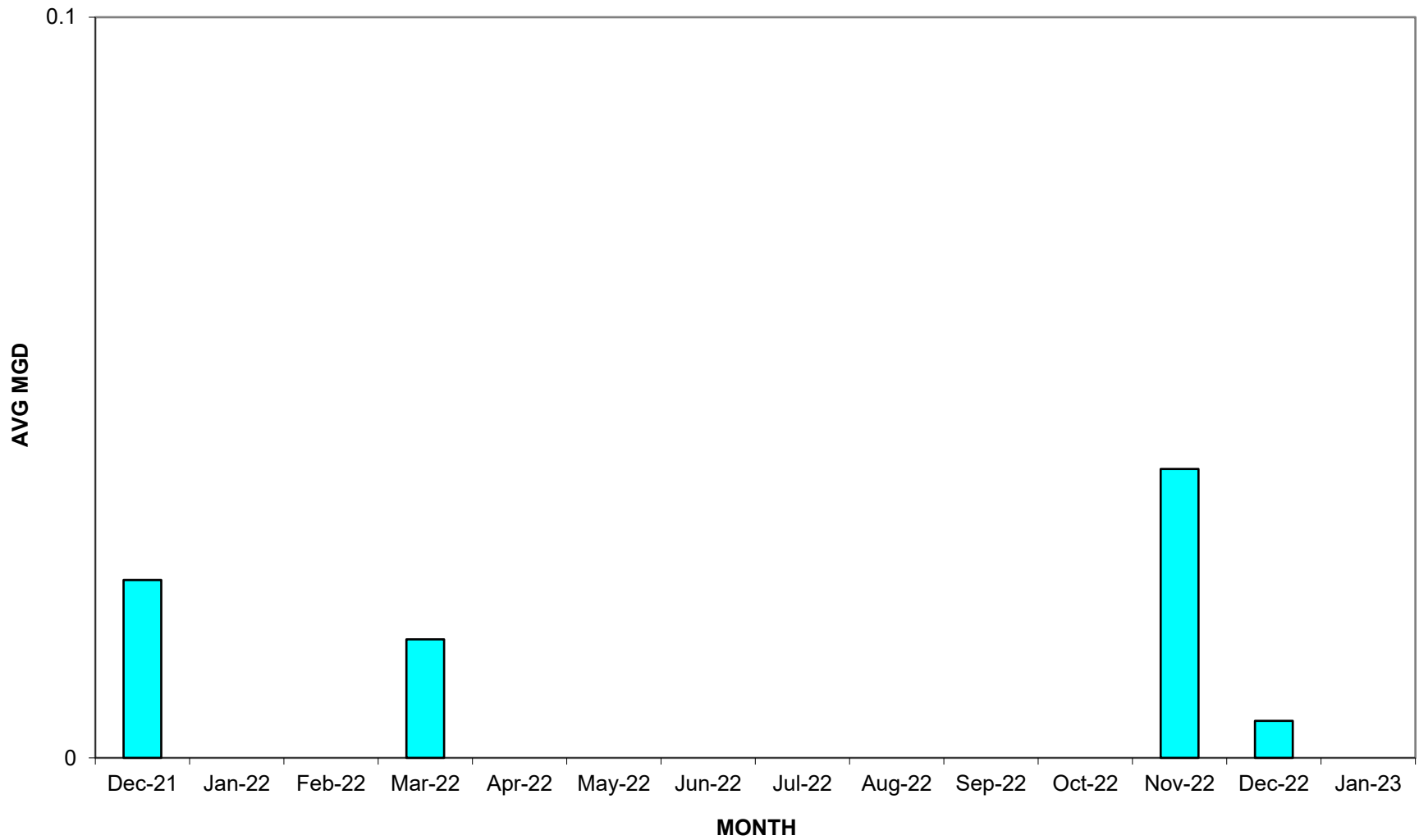
**DONNER SUMMIT PUD WWTP  
TOTAL INFLUENT FLOW TO TOTAL EFFLUENT FLOW YEAR 2021/2022/2023**



**DONNER SUMMIT PUD WWTP  
ANNUAL TOTAL INFLUENT FLOW TO TOTAL EFFLUENT FLOW  
2023 DATA THROUGH JANUARY**



**DONNER SUMMIT PUD WWTP  
AVG EFFLUENT FLOW TO SNOW STORAGE/PRODUCTION  
YEARS 2021/2022/2023**



## Agenda Item: 7A



## STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager *SP*

**SUBJECT:** Financial Statements for FY2021-2022 with Independent Auditors Report

---

### **RECOMMENDATION**

Receive Financial Statements for FY2021-2022 with Independent Auditors Report from Gibson and Company, Inc. Certified Public Accountant.

### **BACKGROUND**

The independent auditor, Gibson and Company, Inc. Certified Public Accountant (Gibson), conducted an audit of the District's financial reporting and processes for Fiscal Year 2021-2022. Letter from Gibson to the Board regarding Audit Findings and Internal Controls are included in Attachments 1 and 2, respectively. Fiscal Year 2021-2022 Financial Statements along with the Audit Report from Gibson are included as Attachment 3.

### **DISCUSSION**

A representative from Gibson will present the auditors report to the Board.

The Audit Findings presented in the letter in Attachment 1 noted the following:

- All significant transactions have been recognized in the financial statements in the proper period.
- The financial statement disclosures are neutral, consistent, and clear.
- No significant difficulties in dealing with management in performing and completing the audit.
- There were no material misstatements, either individually or in the aggregate, to the financial statements taken as a whole.
- There were no "disagreements with management" during the course of the audit.
- The District's financial statements do not follow the guidance of Governmental Accounting Standards Board Statement No. 83 that requires the District to record an Asset Retirement Obligation, a deferred outflow of resources, and annual expenses over the life of the related asset related to the District's wastewater treatment plant. Management believes recording this liability would not present an accurate representation of the District's financial position. Accordingly, the District is not following the guidance required by Statement No. 83 of the Governmental Accounting Standards Board and this is a departure from generally accepted accounting principles. A note has been added to the report on the financial statements to document this deviation.

The Internal Controls Letter included in Attachment 2 states that no material weaknesses were identified. Gibson did identify one opportunity to strengthen internal controls and operating efficiency. District staff was unable to readily locate some of the requested supporting documentation. Gibson recommends that the District review internal process to ensure that

original documentation is timely acquired and accurately maintained. This matter was also identified in the Internal Controls Letter from FY2020-2021.

### **ANALYSIS**

The District Management's Discussion, and Analysis identified the following Financial Highlights:

- The District's assets exceeded liabilities at the close of the fiscal year by \$12,800,341. This represents the net position of the District as of June 30, 2022.
- The District's net position increased by \$125,289 after an adjustment to prior year net position.
- Total revenues for the fiscal year were \$3,796,526, an increase of \$550,063 or 16.9% over the prior fiscal year.
- Total operating expenses for the fiscal year were \$3,671,237, an increase of \$6,131 or 0.17% over the prior fiscal year. Consistent with generally accepted accounting principles, operating expenses do not include principal payments or capital asset purchases.
- In addition to the operating expenses, the District also made principal payments on long term debt in the amount of \$714,547 during the fiscal year.
- In addition to the operating expenses, the District incurred \$264,744 in capital asset purchases during the current fiscal year.
- Cash and Cash Equivalents on June 30, 2022 totaled \$847,881.
- Cash and Cash Equivalents decreased by \$219,699 during the fiscal year.
- During the prior fiscal year (FY2020-2021), Cash and Cash Equivalents decreased by \$606,023.

### **FISCAL IMPACT**

There is no fiscal impact by this agenda item. This is informational only.

### **CEQA ASSESSMENT**

This is not a CEQA Project

### **ATTACHMENTS**

1. Letter to Board from Independent Auditor Regarding Audit Findings
2. Letter to Board from Independent Auditor Regarding Internal Controls
3. Financial Statements for FY2021-2022 with Independent Auditors Report



**GIBSON & COMPANY, INC.**  
**CERTIFIED PUBLIC ACCOUNTANT**  
4600 NORTHGATE BLVD., SUITE 115 • SACRAMENTO, CALIFORNIA 95834-1121  
(916) 484-1252 FAX (916) 484-1123  
WEBSITE WWW.GIBSONCOCPA.COM

January 12, 2023

To the Board of Directors  
DONNER SUMMIT PUBLIC UTILITY DISTRICT  
53823 Sherritt Lane  
Soda Springs, CA 95728

We have audited the financial statements of the business-type activities of Donner Summit Public Utility District for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and Government Auditing Standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 8, 2022. Professional standards also require that we communicate to you the following information related to our audit.

### **Significant Audit Matters**

#### Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the District changed accounting policies related to leases by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 87, Leases at July 1, 2021. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the Statement of Activities and Changes in Net Position. The application of existing policies was not changed during the year ended June 30, 2022. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. At June 30, 2022, there were no significant sensitive estimates affecting the financial statements. We evaluated the key factors and assumptions used to develop the less sensitive estimates in determining that they are reasonable in relation to the financial statements taken as a whole. The financial statement disclosures are neutral, consistent, and clear.

Page 2

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 12, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Management has determined that the District's financial statements will not follow the guidance of Governmental Accounting Standards Board Statement No. 83 that requires the District to record a Asset Retirement Obligation, a deferred outflow of resources, and annual expenses over the life of the related asset related to the District's wastewater treatment plant. Management believes recording this liability would not present an accurate representation of the District's financial position. Accordingly, the District is not following the guidance required by Statement No. 83 of the Governmental Accounting Standards Board and this is a departure from generally accepted accounting principles. Our report on your financial statements has been modified to include the following paragraph:

As explained in footnotes to the financial statements, management has omitted the Asset Retirement Obligation from the financial statements. Accounting principles generally accepted in the United States of America require the District to develop a reasonable estimate regarding its Asset Retirement Obligation and record that estimate as a liability and a deferred outflow of resources. In addition, those standards require recognition of this expense over the asset's remaining useful life. The amount by which this departure would affect the assets, liabilities, net position and expenses of the business-type activities has not been determined.

Other Matters

We applied certain limited procedures to the management's discussion and analysis and budgetary comparison information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of the directors and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties. We appreciate the opportunity to be of service to you and would like to express our appreciation to the individuals at the District who assisted in our services. We look forward to a continued relationship with the District.

GIBSON & COMPANY, INC.  
CERTIFIED PUBLIC ACCOUNTANT

*Gibson + Company, Inc.*  
*Certified Public Accountant*

**GIBSON & COMPANY, INC.**

**CERTIFIED PUBLIC ACCOUNTANT**

4600 NORTH-GATE BLVD., SUITE 115 • SACRAMENTO, CALIFORNIA 95834-1121  
(916) 484-1252 FAX (916) 484-1123  
WEBSITE WWW.GIBSONCOCPA.COM

To the Board Directors and  
Steven Palmer, General Manager

Donner Summit Public Utility District  
53823 Sherritt Lane  
Soda Springs, CA 95728

In planning and performing our audit of the financial statements of the business-type activities of Donner Summit Public Utility District as of and for the year ended June 30, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered Donner Summit Public Utility District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Donner Summit Public Utility District's internal control. Accordingly, we do not express an opinion on the effectiveness of Donner Summit Public Utility District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Page 2

However, during our audit we became aware of one matter that represent an opportunity for strengthening internal controls and operating efficiency as follows:

District staff was unable to readily locate some requested supporting documentation. The District's records should be timely acquired and maintained in such a way that the original documentation that supports the transactions recorded in the accounting system can be readily located. We recommend that the District review their processes in this area and assure that those processes are adequate to meet the goal of being able to readily locate original documentation that supports the accounting records.

We will review the status of this comment during our next audit engagement. We have already discussed these comments and suggestions with the General Manager, and will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

This communication is intended solely for the information and use of management, the board of directors, and others within Donner Summit Public Utility District, and is not intended to be, and should not be, used by anyone other than these specific parties.

GIBSON & COMPANY, INC.  
CERTIFIED PUBLIC ACCOUNTANT

*Gibson + Company, Inc.*  
*Certified Public Accountant*

January 12, 2023  
Sacramento, California  
N:\117500 Donner\2021\Admin 72 Controls Letter.docx

**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

**Financial Statements**

**June 30, 2022**

**(With Independent Auditor's Report Thereon)**

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Table of Contents

June 30, 2022

	<u>Page</u>
Independent Auditor's Report	3 – 6
Management's Discussion and Analysis (Required Supplementary Information)(Unaudited)	7 – 12
<b>BASIC FINANCIAL STATEMENTS</b>	
<b>Government-Wide Financial Statements</b>	
Statement of Net Position	13 – 14
Statement of Activities and Changes in Net Position	15 – 16
Statement of Cash Flows	17 – 18
<b>Notes to the Financial Statements</b>	19 – 32
<b>Fund Financial Statements</b>	
Balance Sheet	33 – 34
Statement of Revenues, Expenses, and Changes in Fund Net Position - Budget and Actual - Proprietary Fund	35 – 36
Independent Auditor's Report On Internal Control Over Financial Reporting And On Compliance And Other Matters Based On An Audit Of Financial Statements Performed In Accordance With Government Auditing Standards	37 – 38



**GIBSON & COMPANY, INC.****CERTIFIED PUBLIC ACCOUNTANT**

4600 NORTHGATE BLVD., SUITE 115 • SACRAMENTO, CALIFORNIA 95834-1121

(916) 484-1252

FAX (916) 484-1123

WEBSITE WWW.GIBSONCOCPA.COM

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Donner Summit Public Utility District

**Report on the Audit of the Financial Statements****Qualified Opinion**

We have audited the accompanying financial statements of the business-type activities of Donner Summit Public Utility District as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise Donner Summit Public Utility District's basic financial statements as listed in the table of contents.

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinion section of our report, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of Donner Summit Public Utility District, as of June 30, 2022, and the changes in financial position, and cash flows thereof for the year ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for Qualified Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Donner Summit Public Utility District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

## Matter Giving Rise to the Qualified Opinion

Management has omitted the Asset Retirement Obligation from the financial statements. Accounting principles generally accepted in the United States of America require the District to develop a reasonable estimate regarding its Asset Retirement Obligation and record that estimate as a liability and a deferred outflow of resources. In addition, those standards require recognition of this expense over the asset's remaining useful life. The amount by which this departure would affect the assets, liabilities, net position and expenses of the business-type activities has not been determined.

## Change in Accounting Principle

As described in Note 1 to the financial statements, during the year ended June 30, 2022, Donner Summit Public Utility District adopted new accounting guidance, GASB Statement No. 87, Leases. Our opinion is not modified with respect to this matter.

## Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Donner Summit Public Utility District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Donner Summit Public Utility District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Donner Summit Public Utility District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 7-12 and 35-36 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Government Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated January 12, 2023, on our consideration of Donner Summit Public Utility District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Donner Summit Public Utility District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Donner Summit Public Utility District's internal control over financial reporting and compliance.

GIBSON & COMPANY, INC.  
CERTIFIED PUBLIC ACCOUNTANT

*Gibson & Company, Inc.*  
*Certified Public Accountant*

Sacramento, California  
January 12, 2023

**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

**Management's Discussion and Analysis**

**For the Year Ended June 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This section of the District's annual financial report is provided as supplementary information to the audited financial statements. It is Management's intention that this information provides the financial statement reader with a brief and concise overview and analysis of the District's financial activities for the fiscal year ended June 30, 2022.

**REQUIRED FINANCIAL STATEMENTS**

The District's annual report consists of: Management's Discussion and Analysis, Financial Statements, and Notes to the Financial Statements.

The basic financial statements following this discussion are: Statement of Net Position, Statement of Activities and Changes in Net Position, and Statement of Cash Flows. The District's basic statements report "Business-Type Activities" of the Water and Sewer operations. Following the basic financial statements are Notes to the Financial Statement that provide accounting methodology and other disclosures related to specifically identified financial statement reporting. The basic financial statements include Fund Financial Statements that consist of Balance Sheets and Statement of Revenues, Expenses, and Changes in Fund Net Position – Budget and Actual.

**FINANCIAL HIGHLIGHTS**

- The District's assets exceeded liabilities at the close of the fiscal year by \$12,800,341. This represents the net position of the District as of June 30, 2022.
- The District's net position increased by \$125,289 after the adjustment to prior year net position.
- Total revenues for the fiscal year were \$3,796,526, an increase of \$550,063 or 16.9% over the prior fiscal year.
- Total operating expenses for the fiscal year were \$3,671,237, an increase of \$6,131 or 0.17% over the prior fiscal year. Consistent with generally accepted accounting principles, operating expenses do not include principal payments or capital asset purchases.
- In addition to the operating expenses, the District also made principal payments on long term debt in the amount of \$714,547 during the fiscal year.
- In addition to the operating expenses, the District incurred \$264,744 in capital asset purchases during the current fiscal year.
- Cash and Cash Equivalents on June 30, 2022 totaled \$847,881.
- Cash and Cash Equivalents decreased by \$219,699 during the fiscal year.
- During the prior fiscal year (FY2020/2021), Cash and Cash Equivalents decreased by \$606,023.

(Continued)

## DONNER SUMMIT PUBLIC UTILITY DISTRICT

## Management's Discussion and Analysis

For the Year Ended June 30, 2022

**NET POSITION**

The analysis below focuses on the Net Position and Changes in Net Position for June 30, 2021 and June 30, 2022. The analysis of Net Position provides a snapshot in time that shows assets, liabilities, and net assets as of June 30, 2022 and compares it to the same data from June 30, 2021. The analysis of Changes in Net Position compares the revenues and expenses from the same snapshots in time.

## Net Position (In Thousands)

	Primary Government	
	Business-Type	
	Activities	
	June 30, 2022	June 30, 2021
Current and other assets	\$ 1,657	1,665
Capital assets	26,113	26,400
Total Assets	<u>27,770</u>	<u>28,065</u>
Long-term debt outstanding	13,930	14,218
Other liabilities	1,040	1,127
Total Liabilities	<u>14,970</u>	<u>15,345</u>
Net Position		
Net investment in capital assets	11,489	11,385
Restricted for debt payment	760	739
Unrestricted	551	596
Total Net Position	<u>\$ 12,800</u>	<u>12,720</u>

## Changes in Net Position (In Thousands)

Program revenue	\$ 3,248	2,758
General revenues		
Property tax	457	441
Grants	31	-0-
Interest and other	40	29
Contributed capital	20	18
Total revenues	<u>3,796</u>	<u>3,246</u>
Expenses	<u>3,671</u>	<u>3,665</u>
Increase (Decrease) in net position	<u>\$ 125</u>	<u>(419)</u>
Adjustment to prior year net position	<u>(45)</u>	<u>-0-</u>

(Continued)

## DONNER SUMMIT PUBLIC UTILITY DISTRICT

## Management's Discussion and Analysis

For the Year Ended June 30, 2022

**NET POSITION (CONTINUED)**

The above analysis shows that the District's net position decreased by \$125,000 from June 30, 2021 to June 30, 2022. This data also shows that Total Revenues increased by \$550,000 and Expenses increased by \$6,000.

**REVENUES**

The District receives revenue from two major sources, service fees and property taxes. Services fees are considered as operating revenue and for the purposes of the financial statements they are labeled Program Revenue. Property taxes are consolidated with other non-operating revenues such as interest income into the category of General Revenue. The table below compares Program Revenue and General Revenue for the year ended June 30, 2022 to the year ended June 30, 2021.

**Revenue Summary and Comparison**

	Business-Type Activities		Change (\$)	Change (%)
	June 30, 2022	June 30, 2021		
<i>Program Revenue</i>				
Service Fees	3,248,174	2,757,894	490,280	17.8%
<i>Total Program Revenue</i>	<i>3,248,174</i>	<i>2,757,894</i>	<i>490,280</i>	<i>17.8%</i>
<i>General Revenue</i>				
Property Tax	457,321	440,711	16,610	3.8%
Grants	30,640	0	30,640	--
Interest	607	441	166	37.6%
Gain on disposal of capital assets	0	3,000	(3,000)	(100%)
Other	39,994	26,362	13,632	51.7%
<i>Total General Revenues</i>	<i>528,562</i>	<i>470,514</i>	<i>58,048</i>	<i>12.3%</i>
Contributed Capital	19,790	18,055	1,735	9.6%
<i>Total Revenues</i>	<i>3,796,526</i>	<i>3,246,463</i>	<i>550,063</i>	<i>16.9%</i>

Program revenue increased by \$490,280, or 17.8%. This is due to the Board approved rate increases. General Revenues increased by \$58,048 or 12.3%. The increase in General Revenue is primarily due to accrual of the State of California disaster assistance payments, and the sale of recycled water for construction purposes. While the disaster assistance payments were accrued in this fiscal year, they were received after June 30, 2022.

(Continued)

## DONNER SUMMIT PUBLIC UTILITY DISTRICT

## Management's Discussion and Analysis

For the Year Ended June 30, 2022

**OPERATING EXPENSES****Expense Summary and Comparison**

	Business-Type Activities		Change (\$)	Change (%)
	June 30, 2022	June 30, 2021		
Salaries	838,951	974,165	(135,214)	(13.88)
Employee benefits	366,280	370,538	(4,258)	(1.15)
Board expense	65,180	58,912	6,268	10.64
Professional fees	170,823	138,475	32,348	23.36
Equipment maintenance	52,191	45,619	6,572	14.41
Operating supplies	9,916	24,524	(14,608)	(59.57)
Vehicle maintenance	38,237	41,393	(3,156)	(7.62)
Facility maintenance	129,996	103,654	26,342	25.41
Dues and subscriptions	11,448	17,720	(6,272)	(35.40)
Fees, permits, cert	46,791	48,895	(2,104)	(4.30)
Training	2,690	908	1,782	196.26
Travel	814	0	814	--
Insurance	156,404	135,572	20,832	15.37
Office supplies	8,712	6,318	2,394	37.89
Utilities, communications	501,213	378,057	123,156	32.58
Chemicals and lab supplies	178,161	145,570	32,591	22.39
Laboratory testing	40,260	52,315	(12,055)	(23.04)
Small tools and rental	14,538	42,834	(28,296)	(66.06)
Inflow and infiltration	0	0	--	--
Sludge removal	19,484	35,551	(16,067)	(45.19)
Depreciation	875,748	895,859	(20,111)	(2.24)
Interest	131,060	127,977	3,083	2.41
Amortization, right-of-use asset	12,340	20,250	(7,910)	(39.06)
Miscellaneous	0	0	--	--
<i>Total Expenses</i>	<i>3,671,237</i>	<i>3,665,106</i>	<i>6,131</i>	<i>0.17</i>

(Continued)



## DONNER SUMMIT PUBLIC UTILITY DISTRICT

## Management's Discussion and Analysis

For the Year Ended June 30, 2022

**OPERATING EXPENSES (CONTINUED)**

Operating expenses increased by \$6,131 or 0.17%. This is not a significant increase over prior year expenses. The District did experience a notable increase of \$123,156 in utilities, communications expenses, and a decrease of \$135,214 in salaries. The increase in utilities, communications was due to rate increases for propane and electricity. The decrease in salaries was due to the vacant Office Manager position, and the hiring of the new General Manager at a lower salary.

**CAPITAL**

As noted in Note 3 to the Financial Statements the District acquired \$264,744 of capital assets this fiscal year. This is a decrease of \$20,820 or 7.3% as compared to last fiscal year's acquisition of capital assets.

Capital improvements this fiscal year include equipment purchases, and replacement equipment for the water treatment plant and wastewater treatment plant.

**LONG TERM DEBT**

As detailed in Note 5 to the Financial Statements, the District's long term debt is \$14,300,439. The three largest borrowings are \$13,310,802 for the wastewater treatment plant upgrade, \$463,776 for the Lake Angela Water Treatment Plant upgrade, and a total of \$467,065 for the Big Bend Water System upgrade. The final payments on these loans are due in 2041, 2048, and 2061, respectively.

The District will continue to make significant loan payments in the years ahead. Note 5 to the Financial Statements shows the annual requirements to amortize the direct borrowings through 2058. For the next fiscal year, the annual requirement will be \$757,355.

**EFFECTS OF COVID-19**

District revenues and expenses were not significantly impacted by COVID-19 during this fiscal year. The District did experience some cost increases from suppliers due to COVID-19 supply chain and labor disruptions, however they have not significantly impacted the District's ability to operate. In order to minimize labor disruptions caused by sickness and extended quarantines, District Staff observe State of California COVID-19 regulations, and the District Board of Director meetings were conducted virtually.

The District does not expect to experience any significant impacts from COVID-19 during Fiscal Year 2022/2023.

(Continued)

**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

**Management's Discussion and Analysis**

**For the Year Ended June 30, 2022**

**NEXT YEAR BUDGET AND RATES**

The Board of Directors adopted the District's Fiscal Year 2022/23 budget on June 21, 2022. The District adopted new water and sewer rates on June 15, 2021 that began with the July 2021 customer billing. The adopted rates included increases each year until July 1, 2025. These new rates were calculated so that the District could begin to build reserve funds, with the goal of having 6 months of operating expenses in reserve by June 30, 2026. Additionally, the Board adopted water rates for the Big Bend Water System in 2018, and those rates increase on January 1 each year with the last increase occurring on January 1, 2024.

One concern for the future fiscal years is the potential impact of cost inflation. While the Fiscal Year 2022/23 Budget and the District's utility rate structure include allowances for cost inflation, there have been significant recent increases in inflation metrics such as the consumer price index. For example, the consumer price index increased by more than 6% year over year at times recently, and the District has experienced wide fluctuations in the cost of fuel and utilities. If annual price increases exceed 5% for an extended period of time, then the District will need to update its utility rates to keep pace with actual costs. Economists currently forecast that inflation will decrease to 2.9% during 2023 and continue to decrease in 2024, so these cost increases appear manageable at this time.

**ADDITIONAL FINANCIAL INFORMATION**

This financial report is designed to provide the District's customers, investors and other interested parties with an overview of the District's financial operations for the year ended June 30, 2022 and the District's financial condition as of June 30, 2022. Should the reader have questions regarding the information included in this report or wish to request additional financial information, please contact the Donner Summit Public Utility District General Manager, Steven Palmer, at P.O. Box 610, Soda Springs, California 95728 or call 530-426-3456.

## DONNER SUMMIT PUBLIC UTILITY DISTRICT

## Statement of Net Position

June 30, 2022

Assets

	<u>Primary Government Business-Type Activities</u>
Current Assets	
Cash	\$ 844,491
Investments	3,390
Total Cash and Cash Equivalents	<u>847,881</u>
Accounts receivable	267,247
Allowance for doubtful accounts	(1,000)
Net accounts receivable	<u>266,247</u>
Grants receivable	30,640
Other receivable	251,387
Prepaid expenses	<u>261,321</u>
Total Current Assets	1,657,476
Noncurrent Assets	
Capital assets, net	25,789,270
Right-of-use asset, net	<u>323,411</u>
Total Noncurrent Assets	<u>26,112,681</u>
 Total Assets	 <u>\$ 27,770,157</u>

See the accompanying notes to the financial statements

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Statement of Net Position

June 30, 2022

Liabilities and Net Position

	<u>Primary Government Business-Type Activities</u>
Liabilities	
Current Liabilities	
Accounts payable	\$ 124,290
Accrued expenses	185,024
Interest payable	55,511
Deferred revenue	19,923
Current portion of lease liability	9,914
Current portion of long-term debt	644,680
Total Current Liabilities	<u>1,039,342</u>
Noncurrent Liabilities	
Lease liability	361,218
Long-term debt	<u>13,569,256</u>
Total Noncurrent Liabilities	<u>13,930,474</u>
Total Liabilities	14,969,816
Net Position	
Net investment in capital assets	11,488,830
Restricted:	
Restricted for debt payment	760,450
Unrestricted	<u>551,061</u>
Total Net Position	<u>12,800,341</u>
Total Liabilities and Net Position	<u>\$ 27,770,157</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Statement of Activities and Changes in Net Position

For the Year Ended June 30, 2022

			Primary Government
	Water	Sewer	Business-Type Activities
Program Revenue			
Service fees	\$ 604,607	2,643,567	3,248,174
Total Program Revenue	604,607	2,643,567	3,248,174
Expenses			
Salaries	194,177	644,774	838,951
Employee benefits	79,740	286,540	366,280
Board expense	15,643	49,537	65,180
Professional fees	35,078	135,745	170,823
Equipment maintenance and repair	5,069	47,122	52,191
Operating supplies	3,795	6,121	9,916
Vehicle maintenance and repair	7,945	30,292	38,237
Facility maintenance and repair	42,475	87,521	129,996
Dues and subscriptions	2,479	8,969	11,448
Fees, permits and certifications	17,014	29,777	46,791
Training and education	401	2,289	2,690
Travel	92	722	814
Insurance	34,722	121,682	156,404
Office supplies	1,655	7,057	8,712
Utilities, communications and telemetry	56,383	444,830	501,213
Chemicals and lab supplies	20,613	157,548	178,161
Laboratory testing	1,120	39,140	40,260
Small tools and rental	3,292	11,246	14,538
Sludge removal	-0-	19,484	19,484
Depreciation	148,387	727,361	875,748
Interest	13,883	117,177	131,060
Amortization, Right-of-use asset	-0-	12,340	12,340
Total Expenses	<u>683,963</u>	<u>2,987,274</u>	<u>3,671,237</u>
Net Program Revenue (Expense)	(79,356)	(343,707)	(423,063)

(Continued)

See the accompanying notes to the financial statements

## DONNER SUMMIT PUBLIC UTILITY DISTRICT

## Statement of Activities and Changes in Net Position

For the Year Ended June 30, 2022

			<u>Primary Government</u>
	<u>Water</u>	<u>Sewer</u>	<u>Business-Type Activities</u>
Net Program Revenue (Expense)	\$ (79,356)	(343,707)	(423,063)
General Revenues			
Property tax	38,262	419,059	457,321
Grants	-0-	30,640	30,640
Interest	146	461	607
Other	<u>12,642</u>	<u>27,352</u>	<u>39,994</u>
Total General Revenues	51,050	477,512	528,562
Contributed Capital	<u>-0-</u>	<u>19,790</u>	<u>19,790</u>
Increase (Decrease) in Net Position	\$ <u>(28,306)</u>	<u>153,595</u>	125,289
Net Position – Beginning of Year, As Previously Reported			12,720,079
Prior-period adjustment: Change in accounting principle			<u>(45,027)</u>
Net Position – Beginning of Year, Adjusted			<u>12,675,052</u>
Net Position – End of Year			<u><u>12,800,341</u></u>

See the accompanying notes to the financial statements

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Statement of Cash Flows

For the Year Ended June 30, 2022

	<u>Primary Government Business-Type Activities</u>
Cash Flows From Operating Activities:	
Cash receipts from customers	\$ 3,093,413
Cash payments to suppliers for goods and services	(1,852,079)
Cash payments to employees for services	(880,346)
Other receipts	39,994
Net Cash Provided by Operating Activities	<u>400,982</u>
Cash Flows From Non-Capital Financing Activities:	
Receipt of property taxes	<u>457,321</u>
Net Cash Provided By Non-Capital Financing Activities	457,321
Cash Flows From Capital and Related Financing Activities:	
Capital contribution	34,307
Payments to lessors	(9,646)
Repayment of long-term debt	(714,547)
Interest paid on long-term debt & leases	<u>(130,117)</u>
Net Cash Used By Capital and Related Financing Activities	(820,003)
Cash Flows From Investing Activities:	
Purchase of capital assets	(258,606)
Interest received on cash and investments	607
Net Cash Used By Investing Activities	<u>(257,999)</u>
Net Decrease In Cash	(219,699)
Cash and Cash Equivalents - Beginning of Year	<u>1,067,580</u>
Cash and Cash Equivalents - End of Year	<u><u>\$ 847,881</u></u>

(Continued)

See the accompanying notes to the financial statements

## DONNER SUMMIT PUBLIC UTILITY DISTRICT

## Statement of Cash Flows

For the Year Ended June 30, 2022

	<u>Primary Government</u> <u>Business-Type</u> <u>Activities</u>
Reconciliation of Increase in Net Position to	
Net Cash Provided by operating activities:	
Increase in net position	\$ 125,289
Adjustments to reconcile increase in net	
position to net cash provided by	
operating activities:	
Depreciation	875,748
Amortization	12,340
Non-operating revenue	(477,718)
Non-operating expenses	131,060
(Increase) decrease in:	
Accounts receivable, net	(48,660)
Grant receivable	(30,640)
Other receivable	(126,024)
Prepaid expenses	(22,065)
Increase (decrease) in:	
Accounts payable	(27,691)
Accrued expenses	(30,580)
Deferred revenue	19,923
	<hr/>
Total adjustments	275,693
	<hr/>
Net Cash Provided By	
Operating Activities	\$ <u>400,982</u>

See the accompanying notes to the financial statements



DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Donner Summit Public Utility District (the “District”) operates under a state charter adopted March 24, 1950. The District operates under a board-manager form of government and provides water and sewer services.

The District’s government wide financial statements include the accounts of all operations.

Government-Wide Financial Statements

The District Financial Statements include a Statement of Net Position, a Statement of Activities and Changes in Net Position and a Statement of Cash Flows. These statements present summaries of business-type activities for the District.

These statements are presented on an economic resources measurement focus and the accrual basis of accounting. Accordingly, all of the District’s assets and liabilities, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which the liability is incurred.

The District applies all applicable GASB pronouncements (including all NCGA Statements and Interpretations currently in effect) as well as the following pronouncements issued on or before November 30, 1989, to the business type activities, unless those pronouncements conflict with or contradict GASB pronouncements: Financial Accounting Standards Board Statements and Interpretations, Accounting Principles Board Opinion, and Accounting Research Bulletins of the committee on Accounting Procedure. The District applies all applicable FASB Statements and Interpretations issued after November 30, 1989, except those that conflict with or contradict GASB pronouncements.

(Continued)

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Proprietary Fund

The Proprietary Fund includes a Statement of Net Position and a Statement of Revenues, Expenses and Changes in Fund Net Position.

Proprietary funds are accounted for using the economic resources measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or non-current) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Fund Net Position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues.

Budgets and Budgetary Accounting

By state law, the District's governing board must adopt a budget prior to the beginning of each fiscal year. The budget must be adopted in a properly noticed meeting.

Actual revenues and expenditures/expenses are compared to budgeted amounts monthly as a management control device for all budgeted funds. The District monitors capital expenditures by comparison to specific project appropriation accounts.

The District prepares its budgets on the cash basis of accounting. The nature and amount of adjustments necessary to reconcile the budget to GAAP are immaterial other than depreciation expense. A budget is prepared for the governmental and business-type activities.

Reserved Net Position

The District records reserves to indicate that a portion of the net position balance is legally segregated for a specific future use. Designated net position balances represent tentative plans for future use of financial resources.

(Continued)

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets

Capital assets having an extended useful life are capitalized as capital assets at cost.

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are valued at their estimated fair acquisition value on the date donated. Maintenance and repair costs are charged to expenses as incurred. Replacements and capital improvements over \$2,500 are charged to capital asset accounts.

Capital assets are recorded in their respective fund. Depreciation of all exhaustible capital assets is charged as an expense against their operations. Depreciation has been provided over the estimated useful lives using the straight-line method. Depreciation expense includes amortization of assets under capital leases. The estimated useful lives are as follows:

Facilities	5-50 years
Vehicles, furniture and equipment	3-25 years

Leases

Contractual lease obligations longer than twelve months are recognized as leases in accordance with GASB No. 87. Lease liabilities are recognized at the present value of the fixed lease payments using a discount rate based on similarly secured borrowings available to the District. Lease assets are recognized based on the initial present value of the fixed lease payments.

When the District has the option to extend the lease term, terminate the lease before the contractual expiration date, or purchase the leased asset, and it is reasonably certain that we will exercise the option, we consider the option in determining the classification and measurement of the lease.

Lease assets are amortized within operating expenses on a straight-line basis over the shorter of the estimated useful lives of the assets or, in the instance where title does not transfer at the end of the lease term, the lease term. The interest component of a finance lease is included in interest expense and recognized using the effective interest method over the lease term.

(Continued)

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition – Property Taxes

Placer and Nevada Counties bill property taxes which attach as an enforceable lien on property. Property tax revenues are recognized when they become available. Available revenues include those property tax receivables expected to be collected within sixty days after year end. The Counties allocate property taxes to the District following the alternate method of property tax distribution as stated in California Revenue & Taxation Code Section 4701. Using this method, the Counties allocate to the District their portion of total billed property taxes less an estimated delinquency factor. The Counties then assume all responsibility for collections.

Compensated Absences

It is the District's policy to permit employees to accumulate general leave benefits of up to 392 hours, which will be paid to the employee upon separation from District service. This accrual represents the estimated probable future payments attributable to employees' service for all periods prior to June 30, 2022 at their current rate of pay.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

Statement of Cash Flows

For the Statement of Cash Flows, the District considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. At June 30, 2022, all cash and investments held by the District are considered to be cash equivalents.

Subsequent Events

The effect of subsequent events have been evaluated through January 12, 2023, which is the date the financial statements were available to be issued.

(Continued)

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently Adopted Accounting Standard

In June 2017, the GASB issued Statement No. 87, Leases. GASB No. 87 supersedes existing lease guidance. Among other things GASB No. 87 requires recognition of a right-of-use asset and liability for future lease payments for contracts that meet the definition of a lease and requires disclosure of certain information about leasing arrangements. The new guidance requires leases to be recognized on the balance sheet. The new guidance also results in a change in naming convention for leases historically classified as capital leases. Under the new guidance, these leases are now referred to simply as leases.

The District adopted the guidance effective July 1, 2021 by recognizing and measuring leases at the adoption date with a cumulative effect of initially applying the guidance recognized at the date of initial application and as a result did not restate prior period's financial statements. The District elected certain practical expedients permitted under the guidance as it was impractical to retrospectively restate prior financial statements due to the lack of availability of certain information. In addition, the District elected the short-term lease exception for all classes of assets, and therefore does not apply the recognition requirements for leases of 12 months or less.

The adoption of the standard resulted in the recognition of a lease ROU asset of \$493,600 (less accumulated amortization of \$157,849) and an operating lease liability of \$380,777. The net adjustment to Net Position at July 1, 2021 was a decrease of \$45,027.

(2) CASH AND INVESTMENTS

A summary of cash and investments held by the District at June 30, 2022 is as follows:

Cash on hand	\$	300
Cash on deposit at banks		844,191
Investments		3,390
	\$	<u>847,881</u>

(Continued)

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(2) CASH AND INVESTMENTS (CONTINUED)

All cash balances on deposit at banks are entirely insured or collateralized. The California Government Code requires California banks and savings and loans to secure a District's deposits by pledging government securities as collateral. The market value of pledged securities must equal at least 110% of the District's deposits. California law also allows financial institutions to secure the District's deposits by pledging first trust deed mortgage notes having a value of 150% of the District's total deposits. Such collateral, as permitted by the State of California, is held in each respective bank's collateral pool at a Federal Reserve Bank, or member bank other than the depository bank, in the name of the respective depository bank and pledged against all of the public deposits it holds.

With the exception of deposit insurance provided by the Federal Deposit Insurance Corporation, this collateralizing process is categorized by GASB Statement No. 3 as being collateralized with securities held by the pledging financial institution or its agent but not in the District's name.

The District has not adopted policies related to credit risk, custodial credit risk, concentration of credit risk, and interest rate risk.

The District's investment in the State investment pool is categorized by GASB Statement No. 3 as Category A investments since these investments are fully insured by the related entity. The investment pool does not release a credit quality.

Investments of the District are summarized as follows:

	<u>Carrying Amount</u>
State of California Local Agency Investment Fund	\$ <u>3,390</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(3) CAPITAL ASSETS

A summary of business-type activities capital assets is presented below:

	Balance June 30, 2021	Additions	Deletions	Transfers	Balance June 30, 2022
Land	\$ 72,623	-0-	-0-	-0-	72,623
Sewage collection, treatment and disposal facilities	30,999,371	78,900	1,769	-0-	31,076,502
Water treatment and distribution facilities	5,962,951	12,218	8,369	-0-	5,966,800
Water equipment	435,670	40,314	8,313	-0-	467,671
Water and sewage equipment	313,564	11,018	-0-	-0-	324,582
Vehicles	383,511	11,758	-0-	-0-	395,269
Office furniture and equipment	40,195	-0-	-0-	-0-	40,195
Construction in process	10,479	110,536	-0-	-0-	121,015
Total Capital Assets	<u>38,218,364</u>	<u>264,744</u>	<u>18,451</u>	<u>-0-</u>	<u>38,464,657</u>
Accumulated Depreciation	<u>11,818,090</u>	<u>875,748</u>	<u>18,451</u>	<u>-0-</u>	<u>12,675,387</u>
Net Book Value	<u>\$ 26,400,274</u>				<u>25,789,270</u>

(4) LEASES

The District leases land for its operations under a long term agreement that expires September 15, 2038. The District has the option to extend the lease for an additional 10 year term. Annual rent payments are due under the agreement in the amount of \$20,250.

The Right-of-Use Asset (Net) consists of:

Right-of-Use Asset	\$ 493,600
Accumulated Amortization	<u>(170,189)</u>
Right-of-Use Asset (Net)	<u>\$ 323,411</u>

(Continued)

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(4) LEASES (CONTINUED)

As of June 30, 2022 the maturity of these lease payments are as follows:

<u>For the Year Ended June 30</u>	<u>Principal</u>	<u>Interest</u>
2023	\$ 9,914	10,336
2024	10,190	10,060
2025	10,474	9,776
2026	10,766	9,484
2027	11,066	9,184
2028 through 2032	60,127	41,123
2033 through 2037	68,978	32,272
2038 through 2042	79,133	22,117
2042 through 2047	90,783	10,467
2048	<u>19,701</u>	<u>549</u>
 Total Lease Liability and Interest	 371,132	 <u><u>155,368</u></u>
 Less Current Portion of Lease Liability	 <u>9,914</u>	
 Lease Liability Net of Current Portion	 \$ <u><u>361,218</u></u>	

The components of these leases included in the Statement of Activities and Changes in Net Position are as follows:

Amortization, Right-of-Use Asset	\$ 12,340
Interest	10,604

The discount rate regarding this lease calculation is 2.75%



DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(5) LONG-TERM DEBT

Long-term debt as of June 30, 2022, is summarized as follows:

	<u>Direct Borrowings</u>
State of California Water Resources Control Board loan; collateralized by net revenues of the District; interest at 0.75%; interest and principal payable in annual installments of \$719,191 on December 31; final payment due December 31, 2041.	\$ 13,310,802
State of California Water Resources Control Board loan; collateralized by net revenues of the District; interest at 0%; principal payable in semi-annual installments of \$9,094; final payment due January 1, 2048.	463,776
United States of America Department of Agriculture loan; collateralized by net revenues of the District; interest at 2.75%; interest and principal payable in annual installments of \$14,156; final payment due February 2061.	331,084
United States of America Department of Agriculture loan; collateralized by net revenues of the District; interest at 2.75% interest and principal payable in annual installments of \$5,814; final payment due February 2061.	135,981
Pacific Gas and Electric Company loan; uncollateralized; interest of 0%; principal payable in monthly installments of \$697; final payment due October 2028.	53,001
Pacific Gas and Electric Company loan; uncollateralized; interest at 0%; principal payable in monthly installments of \$61; final payment due May 2030.	<u>5,795</u>
Total Long-Term Debt	14,300,439
Less Debt Issuance Costs	(86,503)
Less Current Portion of Long-Term Debt	<u>(644,680)</u>
Long-Term Debt Net of Current Portion	<u>\$ 13,569,256</u>

(Continued)

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(5) LONG-TERM DEBT (CONTINUED)

Changes to the District's Long-Term Debt (Direct Borrowings) is as follows:

Long-Term Debt - Beginning of Year	\$ 15,014,986
Repayment of Long-Term Debt	<u>(714,547)</u>
Long-Term Debt - End of Year	<u>\$ 14,300,439</u>

The annual requirements to amortize District long-term debt (direct borrowings) as of June 30, 2022 is as follows:

<u>Year Ending June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 644,680	112,675	757,355
2024	658,615	107,834	766,449
2025	663,496	102,953	766,449
2026	668,418	98,031	766,449
2027	673,381	93,068	766,449
2028 through 2032	3,410,609	389,425	3,800,034
2033 through 2037	3,527,801	258,941	3,786,742
2038 through 2042	3,663,924	122,817	3,786,741
2043 through 2047	155,698	35,088	190,786
2048 through 2052	92,357	25,680	118,037
2053 through 2057	84,945	14,905	99,850
2058	56,515	3,122	59,637
	<u>\$ 14,300,439</u>	<u>1,364,539</u>	<u>15,664,978</u>

Terms of the above indebtedness provide for, among other things, restrictions on future borrowings and maintenance of certain reserves and financial ratios.

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(6) PROCEEDS OF TAX LIMITATION

Article XIIB of the California Constitution, as implemented by SB 1352 of 1980, specifies that proceeds of taxes of governmental entities may increase by an amount not to exceed the change in population, and the change in the United States Consumer Price Index or California per capita personal income, whichever is less.

The proceeds of taxes limit for the fiscal year ended June 30, 2022 was \$3,684,224.

The proceeds of taxes limit adopted by the District for the year ended June 30, 2023 is \$3,916,699.

The District is allowed to assess a property tax rate sufficient to cover its debt service requirements for the general obligation bonds for the business-type activities. These funds are restricted for debt service exclusively.

(7) RETIREMENT PLANS

The District self-administers the Donner Summit Public Utility District Money Purchase Pension Plan (defined contribution) for its employees who have attained age 18, been employed for 12 months and have worked a minimum of 1,000 hours in order to be eligible to participate in the plan. The District can amend the plan at any time. The contribution ranges from 4% to 6% of the annual compensation for all qualified employees. Participants begin to vest at 20% after 2 years of service and are fully vested after 6 years of service. Forfeitures from non-vested participants are used to offset employer contribution requirements.

A 457 Deferred Compensation Plan has also been established by the District with Nationwide Retirement Solutions. Employees who completed ninety days of continuous service may elect to defer compensation up to 100% of their salary or \$20,500 (\$27,000 if employee will have obtained age 50 by the end of the calendar year), whichever is less. Additionally, if an employee participates in the plan then the District contributes an additional amount equal to 2% of their annual salary. This Plan is fully funded with Nationwide Retirement Solutions.

The required contributions for the year ended June 30, 2022 was \$68,798, with \$46,027 contributed to the Money Purchase Pension Plan and \$22,771 contributed to the 457 Deferred Compensation Plan. This amount was paid after June 30, 2022 and is included in Accrued Expenses.

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(7) RETIREMENT PLANS (CONTINUED)

It is the District's position that it has a fiduciary obligation for the due care required of a prudent investor in the management of the plan's resources but is not responsible for any loss due to the investment or failure of investment funds and assets of the plan, nor shall the District be required to replace any loss which may result from such investments.

(8) RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District is a member of two Joint Powers Authorities for the operation of common risk management and insurance programs. The programs cover workers' compensation, property, liability and employee dishonesty insurance. The Authorities are governed by Executive Boards consisting of representatives from member districts. The Executive Boards control the operations of the Authorities, including selection of management and approval of operating budgets.

The relationship between the District and the Joint Powers Authorities is such that the Authorities are not a component unit of the District for financial reporting purposes.

For workers' compensation insurance, the District has joined together with other special districts within the state to form the Special Districts Workers' Compensation Authority ("SDWCA"). The District pays estimated annual premiums to the SDWCA based upon estimated payroll classified into rate categories pursuant to the rules published by the California Workers' Compensation Insurance Rating Bureau. Actual premium due is determined after the fiscal year end and is based upon actual payroll. The SDWCA is entitled to assess additional premiums or to refund premiums based upon a pro rata allocation of the District's premium paid to total premiums paid. The District is not assessed additional premiums or refunded premiums on an individual basis based upon claims or loss experience. The SDWCA agrees to pay all amounts legally required by California workers' compensation laws. The amounts of settlements have not exceeded coverage provided by SDWCA for the last three fiscal years.

For property, liability and employee dishonesty insurance, the District has joined together with other special districts within the state to form the Special Districts Risk Management Authority ("SDRMA"). The District pays an annual premium to SDRMA for its property, liability and employees dishonesty coverage. The SDRMA is entitled to assess additional premiums or to refund premiums based upon a pro rata allocation of the District's premium paid to total premiums paid. The District is not assessed additional premiums or refunded premiums on an individual basis based upon claims or loss experience. The amounts of settlements have not exceeded coverage provided by SDRMA for the last three fiscal years.

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(9) RESTRICTED NET POSITION - DEBT PAYMENT

A portion of the net position balance has been restricted in accordance with provisions of the debt due to various government agencies. The loan provisions require the District to maintain this amount in a reserve account.

(10) LEASE COMMITMENT

The District has a lease agreement with the Truckee Fire Protection District (TFPD) for the District's fire station facility. The lease expires June 30, 2027. TFPD has the option to renew the lease for two 25-year periods. The District receives \$1 per year under the terms of the lease.

(11) DEPARTURE FROM GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

Statement No. 83 of the Governmental Accounting Standards Board requires the District to recognize the future cost of dismantling and removing the wastewater treatment plant, which is categorized by the standard as an "Asset Retirement Obligation". The standard requires the District to record the Asset Retirement Obligation, a deferred outflow of resources, and annual expenses over the life of the related asset related to the District's wastewater treatment plant. The standard requires these actions because the wastewater treatment plant sits on United States Forest Service property under a Special Use Permit that requires the land to be restored to its original condition at the end of the term of the Special Use Permit. Management believes recording this liability would not present an accurate representation of the District's financial position. The wastewater treatment plant provides an essential service to thousands of residents and management believes it is highly unlikely it would no longer be needed in the community. In addition, management believes it is highly unlikely, given the related infrastructure, that the facility could be relocated. Further, the United States Forest Service has a history of routinely renewing Special Use Permits such that the District anticipates the wastewater treatment plant will occupy the site indefinitely. Accordingly, the District is not following the guidance required by Statement No. 83 of the Governmental Accounting Standards Board and this is a departure from generally accepted accounting principles.

(12) CASH FLOW INFORMATION

During the fiscal year, the District implemented GASB 87, Lease Accounting. This resulted in a non-cash transaction effecting investing and financing activities in the amount of \$335,751 and 380,778, respectively.

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Notes to the Financial Statements

June 30, 2022

(13) SUBSEQUENT EVENTS

The COVID-19 pandemic has developed rapidly in 2020, with a significant number of cases. Measures taken by various governments to contain the virus have effected economic activity. The District has taken a number of measures to monitor and mitigate the effects of COVID-19, such as safety and health measures for our people (such as social distancing and working from home) and securing the supply of materials that are essential to our essential operation.

At this stage, the impact on the District and its results has not been significant and based on our experience to date we expect this to remain the case. We will continue to follow the various government policies and advice and, in parallel, we will do our utmost to continue our essential operations in the best and safest way possible without jeopardizing the health of our people.

## DONNER SUMMIT PUBLIC UTILITY DISTRICT

## Fund Financial Statements

## Balance Sheet

June 30, 2022

Assets

	<u>Primary Government Proprietary Fund</u>
Current Assets	
Cash	\$ 844,491
Investments	3,390
Total Cash and Cash Equivalents	<u>847,881</u>
Accounts receivable	267,247
Allowance for doubtful accounts	(1,000)
Net accounts receivable	<u>266,247</u>
Grants receivable	30,640
Other receivable	251,387
Prepaid expenses	<u>261,321</u>
Total Current Assets	1,657,476
Noncurrent Assets	
Capital assets, net	25,789,270
Right-of-Use asset, net	<u>323,411</u>
Total Noncurrent Assets	<u>26,112,681</u>
 Total Assets	 <u>\$ 27,770,157</u>

See the accompanying notes to the financial statements

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Fund Financial Statements

Balance Sheet

June 30, 2022

Liabilities and Fund Balances

	<u>Primary Government</u>
	Proprietary
	<u>Fund</u>
Liabilities	
Current Liabilities	
Accounts payable	\$ 124,290
Accrued expenses	185,024
Interest payable	55,511
Deferred revenue	19,923
Current portion of lease liability	9,914
Current portion of long-term debt	644,680
Total Current Liabilities	<u>1,039,342</u>
Noncurrent Liabilities	
Lease liability	361,218
Long-term debt	<u>13,569,256</u>
Total Noncurrent Liabilities	<u>13,930,474</u>
Total Liabilities	14,969,816
Fund Balances	
Net investment in capital assets	11,488,830
Restricted:	
Restricted for debt payment	760,450
Unrestricted	<u>551,061</u>
Total Fund Balances	<u>12,800,341</u>
Total Liabilities and Fund Balances	<u>\$ 27,770,157</u>



## DONNER SUMMIT PUBLIC UTILITY DISTRICT

Statement of Revenues, Expenses, and Changes in Fund Net Position  
Budget and Actual  
Proprietary Fund

For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual	Budget Variance (Over) Under
Program Revenue				
Service fees	\$ 3,337,469	3,396,279	3,248,174	148,105
Total Program Revenue	3,337,469	3,396,279	3,248,174	148,105
Expenses				
Salaries	885,882	885,882	838,951	46,931
Employee benefits	381,488	381,488	366,280	15,208
Board expense	61,846	61,846	65,180	(3,334)
Professional fees	177,050	177,050	170,823	6,227
Equipment maintenance and repair	58,970	58,970	52,191	6,779
Operating supplies	13,632	13,632	9,916	3,716
Vehicle maintenance and repair	18,643	18,643	38,237	(19,594)
Facility maintenance and repair	35,600	35,600	129,996	(94,396)
Dues and subscriptions	8,641	8,641	11,448	(2,807)
Fees, permits and certifications	53,335	53,335	46,791	6,544
Training and education	5,460	5,460	2,690	2,770
Travel	-0-	-0-	814	(814)
Insurance	156,404	156,404	156,404	-0-
Office supplies	8,935	8,935	8,712	223
Utilities, communications and telemetry	371,058	371,058	501,213	(130,155)
Chemicals and lab supplies	153,986	202,441	178,161	24,280
Laboratory testing	46,910	46,910	40,260	6,650
Small tools and rental	16,350	16,350	14,538	1,812
Inflow and infiltration	26,000	26,000	-0-	26,000
Sludge removal	44,200	44,200	19,484	24,716
Depreciation	-0-	-0-	875,748	(875,748)
Interest	104,442	104,442	131,060	(26,618)
Amortization Land Lease	20,250	20,250	12,340	7,910
Total Expenses	2,649,082	2,697,537	3,671,237	(973,700)
Operating Income (Loss)	688,387	698,742	(423,063)	1,121,805

(Continued)

See the accompanying notes to the financial statements

## DONNER SUMMIT PUBLIC UTILITY DISTRICT

Statement of Revenues, Expenses, and Changes in Fund Net Position  
Budget and Actual  
Proprietary Fund

For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual	Budget Variance (Over) Under
Operating Income (Loss)	\$ 688,387	698,742	(423,063)	1,121,805
General Revenues				
Property tax	135,001	135,001	457,321	(322,320)
Grants	-0-	-0-	30,640	(30,640)
Interest	-0-	-0-	607	(607)
Other	14,500	14,500	39,994	(25,494)
Total General Revenues	149,501	149,501	528,562	(379,061)
Contributed Capital	-0-	-0-	19,790	(19,790)
Increase in Fund Balance	\$ <u>837,888</u>	<u>848,243</u>	125,289	<u>722,954</u>
Fund Balance – Beginning of Year, As Previously Reported			12,720,079	
Prior-period adjustment: Change in accounting principle			<u>(45,027)</u>	
Fund Balance – Beginning of Year, Adjusted			<u>12,675,052</u>	
Fund Balance – End of Year			<u>\$ 12,800,341</u>	

See the accompanying notes to the financial statements

**GIBSON & COMPANY, INC.****CERTIFIED PUBLIC ACCOUNTANT**

4600 NORTHGATE BLVD., SUITE 115 • SACRAMENTO, CALIFORNIA 95834-1121

(916) 484-1252

FAX (916) 484-1123

WEBSITE WWW.GIBSONCOCPA.COM

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN  
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS

Board of Directors

Donner Summit Public Utility District

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the business-type activities of Donner Summit Public Utility District as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Donner Summit Public Utility District's basic financial statements, and have issued our report thereon dated January 12, 2023.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Donner Summit Public Utility District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Donner Summit Public Utility District's internal control. Accordingly, we do not express an opinion on the effectiveness of Donner Summit Public Utility District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Donner Summit Public Utility District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

GIBSON & COMPANY, INC.  
CERTIFIED PUBLIC ACCOUNTANT

*Gibson + Company, Inc.*  
*Certified Public Accountant*

January 12, 2023  
Sacramento, California

## Agenda Item: 8A



## STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager *SP*

**SUBJECT:** Approve Purchase of Two Replacement Membrane Permeate Pumps for the Wastewater Treatment Plant in the Amount of \$48,364.45

---

### **RECOMMENDATION**

Approve purchase of two replacement membrane permeate pumps for the wastewater treatment plant in the amount of \$48,364.45.

### **BACKGROUND**

The wastewater treatment plant (WWTP) utilizes four pumps for the membrane permeate system. One of the original pumps was replaced in late 2021 when it began to show signs of leaking and failure. District staff first attempted to replace the worn parts and rebuild the pump. It was quickly determined that the worn parts were not serviceable, and Staff purchased a replacement pump instead. Within the last couple of weeks, two more of the pumps have failed and need to be replaced.

The pumps are proprietary to the membrane system and only available from one supplier, Rockwell Engineering. They have provided the District with a price of \$48,364.45 for two new pumps. The Purchase Order and documentation is attached to this staff report. According to the newly adopted Purchasing Policy the Board can approve a sole source equipment purchase that is over \$10,000 if it makes the findings that formal bidding would not provide an advantage and would therefore be undesirable, impractical, or impossible.

### **DISCUSSION**

The membrane system is a critical component of the WWTP and it is important that it function effectively. For that reason, Staff is recommending a waiver of formal bidding and direct purchase of original equipment replacement pumps from Rockwell Engineering. This is the only way to purchase pumps that are designed to fit the membrane system. Formal bidding would not produce an advantage because the WWTP would need to be modified to use any other pumps. Therefore, formal bidding would be undesirable and impractical, and likely result in selection of the same supplier, Rockwell Engineering.

Staff is requesting that the Board adopt the attached resolution that makes the appropriate findings, waives formal bidding, and approves the purchase of two replacement pumps from Rockwell Engineering in the amount of \$48,364.45.

### **FISCAL IMPACT**

The cost of replacing the pumps was not included in the FY2022/2023 budget. A budget amendment is needed to increase the wastewater treatment plant expenditures by \$48,364.45.

Based on the service agreement with Sierra Lakes County Water District (SLCWD), SLCWD is responsible for 30.2% of the cost of replacement; \$14,606.06.

**CEQA ASSESSMENT**

This is not a CEQA Project

**ATTACHMENTS**

1. Purchase Order with Price Quote
2. Resolution 2023-02





**ROCKWELL ENGINEERING &  
EQUIPMENT CO**

2913 El Camino Real STE #337  
Tustin, CA 92782  
(714) 505-9700  
www.rockwellengineering.com



**QUOTE**

ADDRESS	SHIP TO	QUOTE	44004
DONNER SUMMIT PUBLIC UTILITIES DISTRICT	DONNER SUMMIT PUBLIC UTILITIES DISTRICT	DATE	02/07/2023
P.O. BOX 610	P.O. BOX 610		
ATTN: ACCOUNTS PAYABLE	ATTN: ACCOUNTS PAYABLE		
SODA SPRINGS, CA 95728	SODA SPRINGS, CA 95728		
QUOTED BY	MANUFACTURER	TERMS	
TRISH	BOERGER	NET 30	

ITEM	DESCRIPTION	QTY	COST	TOTAL
71003533	BOERGER CL520 #71003533 PC5SARCFBBBEGCCC15X BOERGER ROTARY LOBE PUMP CL520 SIMILAR TO S/N 12002987 1.3 PLUS SS PARTS BLUELINE SERIES CLASSIC  CASING: GREY CAST IRON EN-GJL-250 (GG25) WITH EASILY REPLACEABLE LINERS AXIAL CASING PROTECTION LINERS FROM STAINLESS STEEL 1.4571 RADIAL CASING PROTECTION LINERS FROM STAINLESS STEEL 1.4571  ROTORS: TRI-LOBE, SCREW FORM WITH PUSH ON TIPS ROTOR COATING: NBR FREE BALL ENTRY D=50 MM DISPLACEMENT: 5.2 L/REV  SHAFT SEAL: SINGLE-ACTING MECHANICAL SEALS, TYPE LW MATERIAL CODE ACCORDING EN12756 SEAL FACES: SISIC/SISIC DYNAMIC O-RINGS: NBR SEAL HOLDING BUSHES: 1.4404 STATIONARY O-RINGS: NBR	2	22,123.00	44,246.00T

BARE PUMP - NO MOTOR OR FLANGES

SHIPPING

SHIPPING CHARGES - OUTBOUND

2 400.00

800.00

-----  
QUOTE IS GOOD FOR 30 DAYS

SUBTOTAL

45,046.00

LEAD TIME: 1-2 WEEKS

TAX

3,318.45

-----  
TOTAL

**\$48,364.45**

Accepted By

Accepted Date

**RESOLUTION NO. 2023-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT WAIVING FORMAL BIDDING AND APPROVING THE PURCHASE OF REPLACEMENT PUMPS FROM ROCKWELL ENGINEERING IN THE AMOUNT OF \$48,364.45**

**WHEREAS**, the District Purchasing Policy allows the Board to waive formal bidding for equipment purchases under certain circumstances; and

**WHEREAS**, in order to assure effective operation of the wastewater treatment plant membrane system it is desirable to only purchase replacement permeate pumps that are designed to fit within the current plan design; and

**WHEREAS**, replacement pumps must be purchased from Rockwell Engineering, as they are the only ones that will work without requiring modification of the wastewater treatment plant.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE** that the purchase of replacement permeate pumps is imperative to assure effective operation of the wastewater treatment plant membrane system; and

**BE IT FURTHER RESOLVED** that formal bidding would not provide an advantage; and

**BE IT FURTHER RESOLVED** that formal bidding would be undesirable and impractical for this purchase; and

**BE IT FURTHER RESOLVED** that the purchase of two replacement pumps in the amount of \$48,364.45 is approved.

**PASSED AND ADOPTED** by the Board of Directors of Donner Summit Public Utility District, this 21st day of February 2023, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: \_\_\_\_\_  
Cathy Preis  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Dawn Parkhurst  
Secretary of the Board

## Agenda Item: 8B



## STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager *SP*

**SUBJECT:** Adopt a Resolution Approving a Cost Sharing Agreement with Sugar Bowl Corporation for the Sugar Bowl West and East Village Sewer Project

---

### **RECOMMENDATION**

Adopt a Resolution approving a cost sharing agreement with Sugar Bowl Corporation for the Sugar Bowl West and East Village Sewer Project.

### **BACKGROUND**

Donner Summit Public Utility District (DSPUD) has been working together with Sugar Bowl for several years regarding extending sewer lines in the Sugar Bowl West and East Villages. The 2009 Placer Local Agency Formation Commission (LAFCO) approval of the subdivisions and annexation required that the homes in the East and West Villages connect to DSPUD sewer within 10 years of annexation. To date eight (8) homes have connected and 48 are on septic. There are also three (3) vacant lots which could connect in the future if sewer main is constructed adjacent to those parcels.

DSPUD has expended \$117,162 to complete a master plan, a preliminary design report, conceptual plans, and a draft environmental document. Conceptual plans for both villages are included as Attachment 1. As stated in the New Services Plan Description that is part of the LAFCO approval (Attachment 2), DSPUD is not responsible for the cost to install sewer to these homes. In order to provide a financing mechanism to allow these homes to connect to DSPUD sewer DSPUD and Sugar Bowl have discussed establishing an assessment district (AD) or community facilities district (CFD). This would allow the homeowners to assess themselves the cost of installing the sewer and pay the cost of installation over twenty years on their property tax bill. In order to establish a financing district, a registered civil engineer must prepare a report that documents the cost to install the improvement, the cost to finance those improvements, and the methodology to calculate each property's share of the costs. The property owners must then vote to approve the AD or CFD as described in the engineer's report. A financial consultant will help with preparing the necessary documents to obtain voter and Board approval, and to obtain financing. The total cost of the work needed to establish the AD/CFD is estimated to be \$258,612; this includes \$77,108 of the \$117,162 that has already been expended by DSPUD. The cost to form the financing district and obtain financing could be paid for from the proceeds of the financing district, if approved. If the AD/CFD is not approved, then there is no funding to reimburse for these costs to form the district. At this point in time, Sugar Bowl has indicated their willingness to advance fund the work needed to form the assessment district.

There are two property owners that have contacted DSPUD recently about extending sewer main to serve their properties within the West Village. Both are planned to need sewer connections in 2024. In order to facilitate construction of this sewer, Sugar Bowl has also expressed willingness

to advance fund work needed to develop construction documents and obtain required environmental clearance and permits for the West Village Sewer Project.

### **DISCUSSION**

The General Manager has been working with Sugar Bowl Corporation and the property owners Fisher and Leitersdorf on an agreement which would provide funding for the Sugar Bowl West and East Village Sewer Projects, and provide the opportunity for construction to be completed when needed by the property owners. Discussions with the property owners are ongoing, however discussions with Sugar Bowl are complete the parties are ready to execute an agreement. A draft agreement is included as Attachment 2. Generally, responsibilities are divided as follows:

- DSPUD will be the lead agency for preparing the financing district for a property owner vote, managing preparation of construction documents, permitting, bidding, and construction of the West Village and East Village Sewer Projects.
- Sugar Bowl Corporation will provide a cash advance to DSPUD to fund the formation of a financing district, prepare construction documents, and obtain required environmental clearance and permits for the West Village Sewer Project. This sewer is referred to as Phase 2 in the engineering proposal by Auerbach Engineering Corporation.
- If the financing district is approved, then DSPUD will obtain financing to construct the West and East Village Sewer Projects and use proceeds to reimburse Sugar Bowl Corporation for the initial cash advance. DSPUD will work to complete the first segment of the West Village Sewer Project, Phase 2A, before December 31, 2024. Remaining segments of the West and East Village Sewer Projects are planned to be completed over the following three years.

More specific terms of the agreement are listed below:

1. Upon approval of the agreement Sugar Bowl Corporation will provide an Initial Advance of \$434,956 to DSPUD for the following:
  - a. Reimburse DSPUD for expenditures to date for engineering and environmental studies for the Project
  - b. Deposit to be used to pay for engineering, environmental studies, permitting, and assessment engineering work by Auerbach Engineering Corporation
  - c. Deposit to be used to pay for financial consulting work by Hansford Economic Consulting, LLC needed to form the financing district and assist in obtaining a loan or bond financing.
  - d. Deposit to be used to pay for public outreach services.
  - e. Deposit to be used to pay for bond counsel.
2. If the financing district is approved by the property owners, then DSPUD will obtain bond financing to for the Project.
  - a. DSPUD will use bond proceeds to reimburse Sugar Bowl Corporation for the Initial Advance in Item 1.
  - b. DSPUD will use bond proceeds to deliver the West and East Village Sewer Project.
3. If the financing district is not approved by the property owners, then DSPUD will return any unused funds to Sugar Bowl Corporation and reimburse Sugar Bowl Corporation for expenditures that were used for West Village Sewer Project construction documents, environmental clearance, and permits (West Village Engineering); including \$40,054 of DSPUD's prior expenditure of \$117,162. The timing of reimbursement for West Village Engineering has not been established and is based on DSPUD collecting contributions from the benefitting property owners, such as a new Sugar Bowl Sewer Connection Fee.

Staff recommends that the Board adopt a resolution approving the agreement and authorizing the General Manager to execute the agreement.

**ANALYSIS**

If the agreement is approved at this meeting, significant Project milestones are listed below, as projected by Auerbach Engineering:

<b>Milestone</b>	<b>Date</b>
Financing Engineers Report	May 2023
Financing Vote	July 2023
CEQA Document	July 2023
Environmental Permits	September 2023
Final Engineering	December 2023
Construction Bid Advertising (Phase 2A)	December 2023
Construction Start (Phase 2A)	May 2024
Construction Completion (Phase 2A)	September 2024

**FISCAL IMPACT**

This agreement provides for the necessary cash advance to proceed with formation of the assessment district, and construction documents, environmental clearance, and permits for the West Village Sewer. Upon execution of the agreement, Sugar Bowl Corporation would provide an Initial Advance which will reimburse DSPUD for expenditures already made for this project. This revenue would increase DSPUDs unrestricted cash.

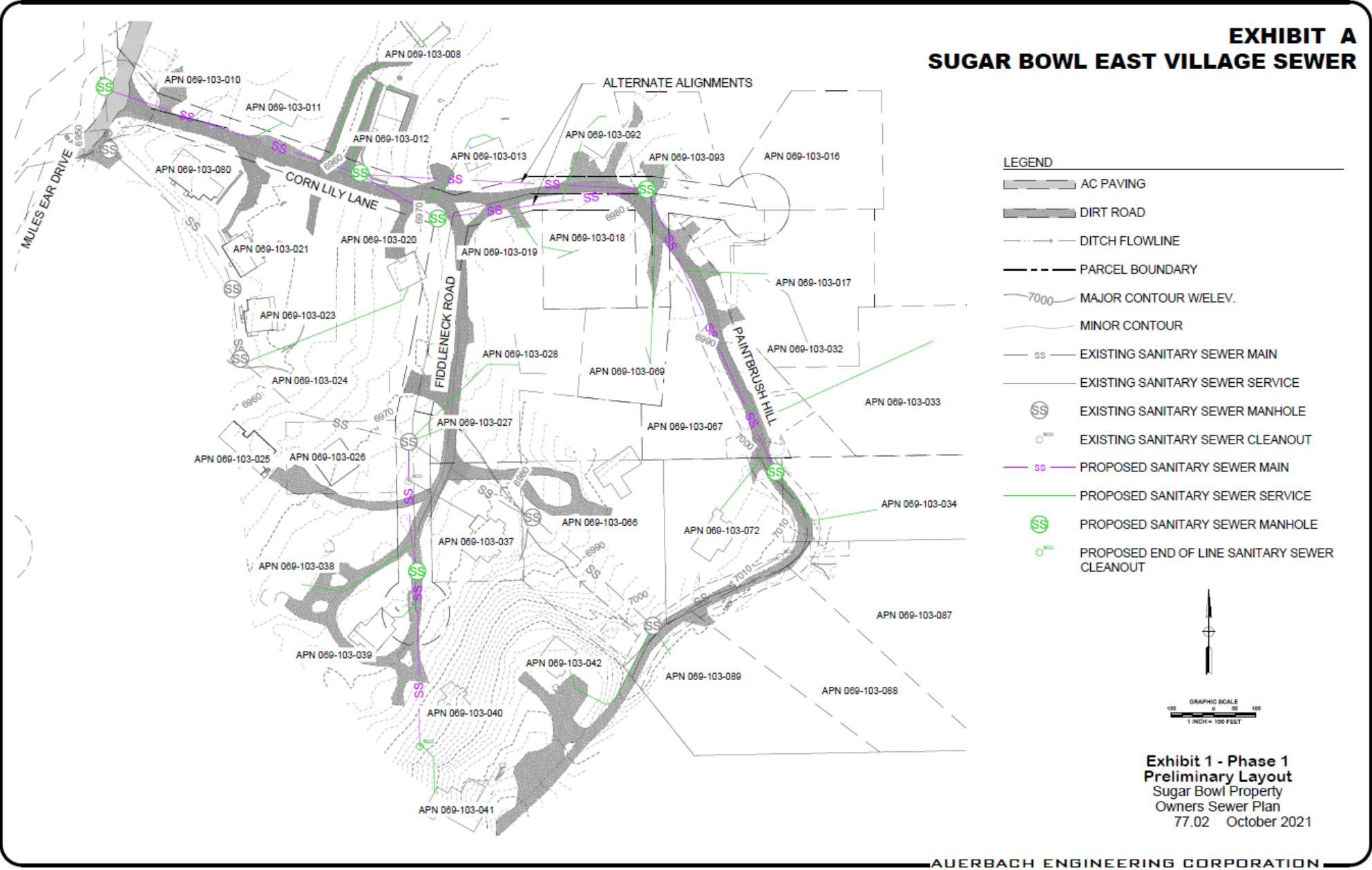
**CEQA ASSESSMENT**

A CEQA assessment for construction of the sewer lines will be completed as part of the Project. The approval of this agreement is not a CEQA project.

**ATTACHMENTS**

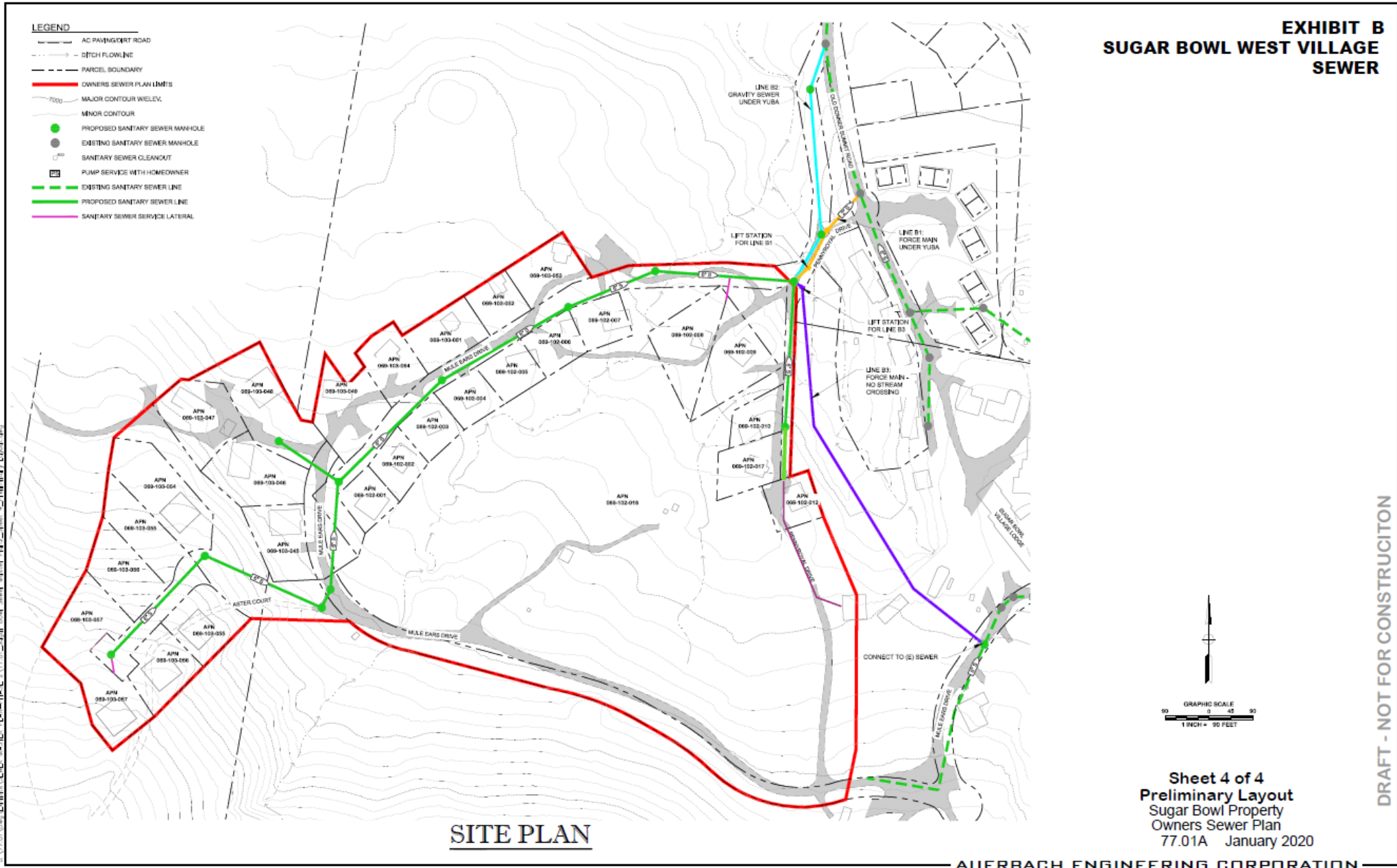
1. Conceptual Plans
2. Agreement
3. Resolution 2023-03

**EXHIBIT A  
 SUGAR BOWL EAST VILLAGE SEWER**

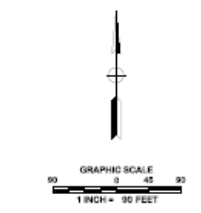




**EXHIBIT B  
 SUGAR BOWL WEST VILLAGE  
 SEWER**



**SITE PLAN**



Sheet 4 of 4  
 Preliminary Layout  
 Sugar Bowl Property  
 Owners Sewer Plan  
 77.01A January 2020

AUERBACH ENGINEERING CORPORATION

DRAFT - NOT FOR CONSTRUCTION

**COST SHARING AGREEMENT WITH SUGAR BOWL CORPORATION FOR SUGAR BOWL WEST AND EAST VILLAGE SEWER ASSESSMENT DISTRICT FORMATION**

This DONNER SUMMIT PUBLIC UTILITY DISTRICT COST SHARING AGREEMENT FOR SUGAR BOWL SEWER FACILITIES, dated \_\_\_\_\_, 2023 (the "Agreement"), by and between the DONNER SUMMIT PUBLIC UTILITY DISTRICT ("DSPUD"), and SUGAR BOWL CORPORATION, a California Corporation ("Sugar Bowl").

**WITNESSETH:**

**WHEREAS**, Sugar Bowl and DSPUD desire to form a Financing District (Assessment District or Community Facilities District), to fund specific sewer improvements within the Sugar Bowl West and East Villages; and

**WHEREAS**, sewer improvements funded by the Financing District will serve existing homes and vacant parcels throughout the Sugar Bowl West and Villages as shown on Exhibits A and B attached hereto; and

**WHEREAS**, Sugar Bowl desires to advance funds to DSPUD for the formation of the Financing District and preparation of bid documents and permitting for the West Village Sewer as shown on Exhibit B attached hereto; and

**WHEREAS**, the Local Agency Formation Commission (LAFCO) approval for the 2008 annexation to DSPUD required that these parcels would connect to public sewer within 10 years or when septic systems fail, per requirements of Placer County Health and Human Services; and

**WHEREAS**, the LAFCO approval stated that the necessary sewer infrastructure would be constructed to DSPUD standards and financed by the owners of the parcels needing service; and

**WHEREAS**, failing septic systems may contribute pathogens and other harmful substances to the surface water and ground water, which can contaminate local streams, rivers, and water supplies; and

**WHEREAS**, connecting to a publicly operated wastewater treatment system eliminates the impact that failing septic systems could have on the local environment; and

**WHEREAS**, connecting to a publicly operated wastewater treatment system is more financially and environmentally sustainable than individual septic systems in the long term; and

**WHEREAS**, Sugar Bowl and DSPUD desire to enter into this Agreement to describe the terms and conditions applicable to the funds advanced by Sugar Bowl, terms and conditions applicable to formation of the Financing District, terms and conditions

applicable to the preparation of bid documents and permitting for the West Village Sewer, and the details of credits or reimbursements to be made to Sugar Bowl; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein, Sugar Bowl and DSPUD hereby agree as follows:

## Section 1. Advances

### 1.1 General

Sugar Bowl shall advance funds to DSPUD to pay the expenses incurred by DSPUD to form the Financing District; obtain financing; and complete all work for necessary permits and preparation of bid documents for West Village Sewer. The work necessary includes but is not limited to the following:

- a) Financing engineering services
- b) Financial consulting services (including bond underwriter and bond counsel, if applicable)
- c) Public outreach services
- d) Design engineering services
- e) Environmental consulting services
- f) Resource agency permitting consulting and permit fees
- g) District legal counsel

### 1.2 Timing of Advance Payment

Calculation of the advance payment to DSPUD is detailed in the attached Exhibit C. At the time of execution of this Agreement, Sugar Bowl shall advance \$434,956 (Initial Advance) to pay for all costs to form the Financing District; complete work for necessary permits and preparation of bid documents for West Village Sewer; and reimburse DSPUD for previous expenditures for these purposes.

Additional funding for formation is not anticipated, however if additional funding is needed DSPUD will submit a written request to Sugar Bowl as soon as the additional expenses are identified and before any additional expenses are incurred. This agreement will be amended if additional funding is needed.

## Section 2.0 Records

DSPUD will establish a separate account for Sugar Bowl Initial Advance and keep records of all money advanced and all expenditures, in accordance with regular DSPUD accounting practices. DSPUD will provide a monthly budget report for Sugar Bowl. For all consultants and contractors involved in the work, DSPUD will enter into contracts that specify the scope of services and compensation.

## Section 3.0 Reimbursement and Credits

### 3.1 Financing District is Formed

Once the Financing District is formed and sufficient funds from assessments or loan proceeds are available, Sugar Bowl is eligible to receive reimbursement of the full amount of the Initial Advance as shown in Exhibit C.

### 3.2 Financing District is Not Formed

#### 3.2.1 Reimbursement of Advance Funding for Financing District Formation

If the Financing District is not approved by the affected property owners or not formed, DSPUD is not obligated to reimburse Sugar Bowl for the portion of the Initial Advance or any advance funding provided for the purpose of forming the Financing District.

#### 3.2.2 Reimbursement of Advance Funding for Permitting and Bid Documents

Sugar Bowl is eligible to receive reimbursement for the portion of the Initial Advance or any advance funding provided for necessary permits and preparation of bid documents for West Village Sewer. The reimbursement to Sugar Bowl for advance funding for permits and bid documents will be paid from contributions from future property connections and will not be paid from utility rates. DSPUD anticipates establishing a Sugar Bowl Sewer Connection fee program to be used for this purpose. Timing of reimbursement will depend on when future properties connect to the planned West Village Sewer.

#### 3.2.3 DSPUD Prior Expenditures

The DSPUD Prior Expenditures of \$117,162 as shown on Exhibit C were utilized for preliminary work used for both formation of the Financing District and preparation of bid documents. Therefore, DSPUD and Sugar Bowl agree that \$40,054 of the \$117,162 is eligible for reimbursement to Sugar Bowl from contributions of from future property owners as described above.

## Section 4.0 No Obligation to Form Financing District or Obtain Financing

Sugar Bowl acknowledges that the decision of the DSPUD Board of Directors to form the Financing District or to obtain financing for the improvements, is an exercise of the legislative authority of Board and that DSPUD may not enter into a contract to obligate the Board to exercise its legislative discretion in a particular manner. This Agreement does not, therefore, in any way create a contractual, legal or equitable obligation by the DSPUD Board of Directors to approve the formation of the Financing District or to obtain financing for any such assessment district. DSPUD may abandon the Proceedings prior to the completion thereof and such action shall not constitute a default or breach of this Agreement and shall not give rise to a cause of action based on breach of contract. If the Board does not approve the formation of the Financing District, DSPUD will return any remaining advance funds.

Section 5.0. Notice

Any notice required or permitted by this Agreement to be delivered to any party shall be deemed to have been received when sent to that party by facsimile or email at the number or address listed below, with confirmation of successful delivery from the sender's fax or email machine (if sent prior to 5:00 p.m. on a business day). Any notice, payment or instrument required or permitted by this Agreement to be delivered to any party shall be deemed to have been received when personally delivered or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

DSPUD:  
General Manager  
PO Box 610  
53823 Sherritt Lane  
Soda Springs, California 95728

Sugar Bowl Corporation:  
Christopher Parker  
PO Box 5  
Norden, CA 95724

Any party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it hereunder.

Section 6.0 Amendment

No provision of this Agreement may be modified, waived, amended, or added except by a written Amendment signed by all parties.

Section 7.0 Term

The term of this Agreement shall start as of the date first written above and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied.

Section 8.0 Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 9.0 Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Placer, State of California.

Section 10 Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

Section 11 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day of the year first above written.

**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

\_\_\_\_\_  
Steven Palmer, General Manager                      Date

Approved as to form:

\_\_\_\_\_  
Geoffrey O. Evers, Legal Counsel                      Date  
Evers Law Group, A Professional Corp.

**SUGAR BOWL CORPORATION**

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Date

List of Exhibits

Exhibit A – Sugar Bowl East Village Sewer

Exhibit B – Sugar Bowl West Village Sewer

Exhibit C – Initial Advance

Exhibit C - Initial Advance  
Sugar Bowl West and East Village Sewer Project

**February 21, 2023**  
**Agenda Item: 8B**

<b>Initial Advance</b>	
DSPUD Prior Expenditures Related to Formation	\$ 77,108
Financial Consultant (Hansford)	\$ 20,000
Bond Counsel	\$ 30,000
Communications/Public Outreach	\$ 15,000
Assessment District Engineer's Report (Auerbach)	\$ 116,504
<i>Subtotal Formation Costs</i>	<i>\$ 258,612</i>
DSPUD Prior Expenditures Related to Design	\$ 40,054
West Village Construction Documents (Auerbach)	\$ 136,290
<b>Total Initial Advance</b>	<b>\$ 434,956</b>



**RESOLUTION NO. 2023-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT APPROVING A COST SHARING AGREEMENT WITH SUGAR BOWL CORPORATION FOR THE SUGAR BOWL WEST AND EAST VILLAGE SEWER PROJECT**

**WHEREAS**, Sugar Bowl Corporation and Donner Summit Public Utility District (DSPUD) have been working for several years to extend sewer lines in the Sugar Bowl East and West Villages; and

**WHEREAS**, the 2009 Placer County Local Agency Formation Commission (LAFCO) approval of the subdivisions and annexation into DSPUD required that the homes in the East and West Villages connect to DSPUD sewer within 10 years of annexation; and

**WHEREAS**, all existing homes within the West and East Villages have not yet connected to DSPUD sewer; and

**WHEREAS**, failing septic systems may contribute pathogens and other harmful substances to the surface water and ground water, which can contaminate local streams, rivers, and water supplies; and

**WHEREAS**, connecting to a publicly operated wastewater treatment system eliminates the impact that failing septic systems could have on the local environment; and

**WHEREAS**, connecting to a publicly operated wastewater treatment system is more financially and environmentally sustainable than individual septic systems in the long term; and

**WHEREAS**, Sugar Bowl Corporation and Donner Summit Public Utility District (DSPUD) desire to form a financing district to fund specific sewer improvements within the Sugar Bowl West and East Villages; and

**WHEREAS**, DSPUD has previously expended funds to complete a master plan, a preliminary design report, conceptual plans, and a draft environmental document for formation of a financing district and to study the extension of sewer lines into the Sugar Bowl East and West Villages; and

**WHEREAS**, sewer improvements funded by the financing district will serve existing homes and vacant parcels throughout the Sugar Bowl West and East Villages; and

**WHEREAS**, Sugar Bowl desires to advance funds to DSPUD for the formation of the financing district, preparation of construction documents, obtaining environmental clearance, and obtaining necessary permits; and

**WHEREAS**, Sugar Bowl Corporation and DSPUD have negotiated a cost agreement that identifies the advance funds, reimbursement, and other terms and conditions related to the formation of the financing district and construction of the sewer improvements.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE** that the Cost Sharing Agreement with Sugar Bowl Corporation for the Sugar Bowl West and East Village Sewer Project is approved.

**BE IT FURTHER RESOLVED** that the General Manager is authorized to execute the Cost Sharing Agreement.

**PASSED AND ADOPTED** by the Board of Directors of Donner Summit Public Utility District, this 21st day of February 2023, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: \_\_\_\_\_  
Cathy Preis  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Dawn Parkhurst  
Secretary of the Board

## Agenda Item: 8C



## STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager *SP*

**SUBJECT:** Adopt a Resolution Approving a Professional Services Agreement with Auerbach Engineering Corporation in the Amount of \$292,116 for Engineering Services for the Sugar Bowl West and East Village Sewer

---

### **RECOMMENDATION**

Adopt a Resolution Approving a Professional Services Agreement with Auerbach Engineering Corporation in the amount of \$292,116 for engineering services for the Sugar Bowl West and East Village Sewer Project.

### **BACKGROUND**

Donner Summit Public Utility District (DSPUD) has been working together with Sugar Bowl for several years regarding extending sewer lines in the Sugar Bowl West and East Villages. The 2009 Placer Local Agency Formation Commission (LAFCO) approval of the subdivisions and annexation required that the homes in the East and West Villages connect to DSPUD sewer within 10 years of annexation. To date eight (8) homes have connected and 48 are on septic. There are also three (3) vacant lots which could connect in the future if sewer main is constructed adjacent to those parcels. DSPUD is not responsible for the cost to install sewer to these homes or parcels.

As discussed in a separate staff report at this meeting, DSPUD and Sugar Bowl have come to an agreement whereby Sugar Bowl Corporation would provide advance funding for costs needed to establish a financing district for the West and East Village Sewer improvements; and provide construction documents, environmental clearance, and permitting for the West Village Sewer. Under the terms of the agreement, the advance funding is eligible for reimbursement from the proceeds of the financing district.

The first step to forming the financing district and begin necessary engineering work is to contract with an engineer to provide the necessary studies and engineering plans. A significant portion of preliminary work has been completed by Auerbach Engineering Corporation at the expense of DSPUD. This work was put on hold during Fall/Winter 2021. Auerbach has completed a master plan, a preliminary design report, conceptual plans, and a draft environmental document. DSPUD General Manager requested and Auerbach provided a proposal for the work needed to provide an engineering report for establishing the financing district; and prepare construction documents, environmental clearance, and permitting for both West Village and East Village sewers. The proposal is included as Attachment 1, and the total cost is \$292,116.

### **DISCUSSION AND ANALYSIS**

The Board's newly adopted Procurement and Purchasing Policy requires a formal request for proposal (RFP) procedure for this type of work. The Policy does provide that the Board may dispense with the formal RFP procedure for one of the following reasons:

- 1) In an emergency
- 2) When the services can be obtained from only one source.
- 3) When compliance with the procedure is not in the best interest of DSPUD.
- 4) When purchased through a cooperative purchasing agreement whose procurement process is substantially consistent to DSPUD.

The General Manager recommends that the Board find that a formal RFP is not in the best interest of DSPUD for the following reasons. First, Auerbach has successfully completed a significant portion of the work and changing engineering firms at this time would result in additional costs and delays. Second, there are two property owners that need the first segment of the West Village Sewer (Phase 2A) completed no later than Fall 2024 to complete their remodels on time. The formal RFP procedure would take additional time that would likely delay completion of Phase 2A until after Fall 2024.

The General Manager has reviewed the Auerbach proposal and determined that the scope and fee is appropriate.

The General Manager recommends that the Board adopt a resolution dispensing with the formal RFP procedure and approving the professional services agreement with Auerbach.

### **FISCAL IMPACT**

This work is being funded by a deposit from Sugar Bowl Corporation and was therefore not included in the Fiscal Year 2022/2023. As described in the cost sharing agreement, Sugar Bowl Corporation will get reimbursed for these expenses from the financing district and not from DSPUD funds.

If the financing district is not formed, then DSPUD is required to only reimburse Sugar Bowl for the portion of the Auerbach work that is required only for construction documents. This reimbursement would occur from funds collected from property owners that connect to the sewer in the future. As was presented to the Board at a previous meeting, Staff is working on a Sugar Bowl Sewer Connection Fee that could be used for this purpose. Depending on which tasks are completed by Auerbach, the potential maximum reimbursement amounts from future connections are listed in the table below.

<b>Phase</b>	<b>Maximum Amount</b>
West Village Phase 2A and 2B	\$136,290
East Village (Phase 1)	\$ 39,322
<i>Total</i>	<i>\$175,612</i>

### **CEQA ASSESSMENT**

A CEQA assessment for construction of the sewer lines will be completed as part of the Project. The approval of this agreement is not a CEQA project.

### **ATTACHMENTS**

1. Proposal
2. Professional Services Agreement
3. Resolution 2023-04



January 11, 2023

Project No.: 77.02B

Steve Palmer, P.E.  
General Manager  
53823 Sherritt Lane  
Soda Springs, CA 95728

**Re: Sugar Bowl Owners Sewer Plans-Phase 1, Phase 2A, and Phase 2B  
Civil Design, Surveying, and Environmental Services**

Dear Mr. Palmer,  
Auerbach Engineering Corporation (AEC) is pleased to provide you with the enclosed materials presenting our proposal for Civil Design, Surveying, and Environmental Services for the Sugar Bowl Owners Sewer Plan.

This proposal is nearly identical to the previous proposals we have provided to you for the overall project. Significant differences are as follows:

- 1) We have removed all work that was previously completed under the previous contract (AEC Project No. 77.02). This previous work, of course, will still be incorporated into the subsequent phases of design.
- 2) We have included the requested phasing of the project into three design/bid/build packages, those being Phase 1 East Village, Phase 2A West Village, and Phase 2B West Village projects. The scope of work describes these phases in more detail.
- 3) We have updated the fee schedule to reflect our 2023 rates and included any rate updates associated with subconsultant work.

Please don't hesitate to contact us with any questions regarding this proposal. We look forward to getting this project restarted and underway!

Sincerely  
Auerbach Engineering Corporation

A handwritten signature in blue ink, appearing to read 'W. Auerbach', is written over the typed name.

Walter R. Auerbach, P.E.  
President  
Direct: 530.214.3097

Enclosures (5)

WRA/cra

Attachment "A"  
Scope of Work

**Donner Summit PUD**  
**Sugar Bowl Owners Sewer Plans-Phase 1 and Phase 2**  
**Civil Design, Surveying, and Environmental Services**

**Background**

Donner Summit Public Utility District (DSPUD) proposes to design and construct sewer lines within the Sugar Bowl Village area, generally in accordance with the Owners Master Plans prepared by Auerbach Engineering Corporation (AEC) dated May 2018 (Phase 1) and January 2020 (Phase 2).

Phase 1 work has been partially completed between 2017 and 2020 by private parties. Remaining Phase 1 work consists of the central portion of Line A, and all of Line B, consisting of a total of approximately 1,500 feet of collection main providing service to approximately twenty-five (25) parcels.

Phase 2 work has not been previously been constructed and consists of approximately 2,341 feet of collection main providing service to approximately twenty-eight (28) parcels. Phase 2 also includes offsite sewer facilities currently identified as one of three options (B1, B2, and B3).

This project was initiated by DSPUD in 2021, but design efforts were terminated due to lack of funding after completion of the Preliminary Design Report in November 2021. The scope has been updated to reflect work already completed, as well as updated fee schedules for 2023 services.

AEC began preliminary plans for a private client for the Phase 2A West Village in 2022 for gravity sewer in Pennyroyal Lane and under the South Fork Yuba River. This design work was suspended.

**Assumptions**

1. The construction documents will include individual service laterals to the current developed parcels. AEC assumes that the cost of construction of the individual service laterals on private property may be financed separately from other financing for the remainder of the project.
2. AEC assumes that the project design will be delivered in three (3) separate phases of work. The phases of work are described as follows:
  - Phase 1 East Village: Portion of the phased project incorporating the East Village and new gravity sewer main in Fiddleneck Road, Paintbrush Hill, and Corn Lily Lane to convey wastewater flows from 23 parcels to the existing gravity sewer main in Mule Ears Drive
  - Phase 2A West Village: Portion of the Phase 2 project including gravity sewer main in Pennyroyal Lane, under the South Fork Yuba River, and connecting to the existing gravity sewer main in Old Donner Summit Road.



- Phase 2B West Village: Portion of the Phase 2 project including gravity sewer main in Aster Court, Mules Ear Drive, and connecting to the Phase 2A gravity sewer in Pennyroyal Lane.
3. Surveying and mapping were completed as part of the Preliminary Design Report and design delivered to the District in November of 2021. We have added supplemental budget in this task to perform miscellaneous field surveys and mapping during the design of the project that would identify any changed conditions since the original survey, or to clarify/enhance data already collected. This is prudent considering the length of time elapsed between when the original surveys were performed, and when the final design of the project may be completed.
  4. NV5 delivered an overall geotechnical report for both Phase 1 and Phase 2 and was included in the PDR. Additional geotechnical investigation and recommendations have been identified to aid the design and construction of the preferred gravity sewer crossing under the Yuba River at Pennyroyal Lane.
  5. CEQA work already completed included the following Dudek technical studies:
    - a. Biological and cultural resources surveys and reports;
    - b. Wetland delineations in locations proximate to the Project; and,
    - c. AB 52 consultation for Tribal Cultural Resources.

Remaining CEQA work is described in the scope below under Task 7.0

6. The services below anticipate the formation of an assessment district by the DSPUD for financing/funding the proposed project. Funding for the work is expected to come from the properties being served through the assessment district. This scope includes preparation of an Engineers' Report to support formation of the assessment district, and related support. Changes to this scope from previous versions include the assumption of three (3) separate funding districts, one for each phase of work.
7. Construction Phase Services are anticipated but not included in the budget at this time. The scope of services that may be required from AEC can be better determined during preparation of the bid package and after bids have been received. These services would likely be authorized in conjunction with construction contract approval.

## **Scope of Services**

### **Task 1.0 Project Management**

*1.1 Meetings and Coordination with Client.* The project team will meet with DSPUD staff involved with the project to review progress deliverables, and to discuss the project goals, schedules, design criteria, roles, and responsibilities, and procedures for coordination. This task includes meetings associated with the Project kick-off meeting, and preliminary design and construction document submittals described in subsequent tasks. Eight (8) formal meetings are

assumed for budgeting purposes. This task also includes all regular communications with the Client via telephone and email.

*1.1.1 Project Kick-off Meeting.* AEC will schedule and attend a kick-off meeting with the Client and other key team members to re-integrate the team members, review the project approach, and obtain alignment on the responsibilities of the Consultant and their team, and the Client and their team. In addition, the line of communication and contract administration will be reviewed. Consultant will prepare an agenda and meeting notes.

*1.2 Project Administration.* Administrative functions for orderly execution of the work and tracking and reporting of work progress shall be conducted.

*1.3 Project Schedule.* Prepare and maintain a master schedule for the Project design, approvals, bidding, and construction.

*1.4 Subconsultant Coordination.* AEC will coordinate the contract and work with the geotechnical, environmental, and other engineering subconsultants as required.

*1.5 Quality Assurance and Quality Control.* AEC will ensure that QA/QC of all documents occurs by senior-level professionals prior to submitting them to the Client.

#### **Task 2.0 Background Information Review**

*2.1 Background Information Collection and Review.* The project team will assemble and briefly review relevant background collected during the production and delivery of the PDR.

#### **Task 3.0 Surveys and Mapping**

*3.1 Supplemental Field Surveying and Mapping.* Locate and map features needed to clarify existing conditions (see Assumptions). This work will be estimated and invoiced by project phase.

#### **Task 4.0 Not Used**

#### **Task 5.0 Geotechnical Investigation**

*5.1 Supplemental Geotechnical Investigation.* This work includes additional borings to depths commensurate with the Yuba crossing and additional recommendations for construction methods based on the findings. The full scope for supplemental geotechnical services is included in Attachment "B".

#### **Task 6.0 Public Participation**

*6.1 Attend Public Meetings.* AEC will prepare for and attend meetings with the public in support of the technical work being done. This would include regular Board meetings to review the status of the design with the Board and the public, and other special meetings and workshops that would be scheduled by DSPUD's communications asset. A total of five (5) public meetings is budgeted for this task.

*6.2 Public Meeting Materials.* AEC will prepare exhibits as requested including maps, plans, PowerPoint presentations, exhibit boards and other graphics to support the technical portions of the public presentations.

### **Task 7.0 CEQA Compliance**

This effort will be pursued by our subconsultant Dudek. The team will assist DSPUD as Lead Agency for the preparation of an appropriate environmental document.

Work and permitting remaining to be completed includes the following:

- Modeling of AQ/GHG emissions; and
- preparation of the Initial Study and Mitigated Negative Declaration (IS/MND).

The full scope of work for environmental documentation is provided as Attachment “C” to this proposal.

### **Task 8.0 Easement Plats and Descriptions**

*8.1 Draft Easement Plats and Descriptions.* This task involves preparation of draft easement plats and descriptions for properties traversed by the existing sewer lines where easements do not currently exist. Currently, it is difficult to determine where easements may be required, therefore the budget for this task is based on the preparation of six (6) individual easements including plats and descriptions. One PDF Draft copy of each easement will be provided to the Client for review.

*8.2 Final Easement Plats and Descriptions.* Based on the results of Task 8.1, this task involves preparation of the final easement plats and descriptions for properties traversed by the existing sewer lines where easements do not currently exist. The budget for this task is based on the preparation of six (6) individual easements including plats and descriptions. One final stamped version PDF copy of each easement will be provided to the Client for recording purposes.

### **Task 9.0 Assessment District Engineering**

Formation of the assessment district will require input and participation from a financial advisor and potentially bond counsel (depending on the source of funds). AEC’s participation is intended to be in a support role to the DSPUD and assessment district consultant team.

*9.1 Misc. Funding/Financing Support.* AEC will provide support as requested for the formation of an Assessment District. This task will include preparation of a service area map, cost estimates updated with costs for all project components, brief description of improvements to be financed, a database of parcels receiving benefit, and an initial analysis of assessment rates. Additional support is allocated to related services such as assistance with mailing and tallying ballots. This task will be allocated 60 person-hours. Efforts for coordination with other consultants such as bond counsel, special tax consultants and other advisers will be captured under Task 1 Project Management.

*9.2 Preparation of Engineer's Report.* AEC will prepare the Engineers' Report to identify the amount of special benefit received by the improvements, and to set individual property assessments. Mandatory elements of this report are as follows:

1. Plans and Specifications
2. Cost Estimate
3. Assessment Roll and Method of Spread
4. Diagram of the Assessment District
5. Description of the Facilities
6. Certifications

Deliverables will include an Administrative Draft Engineers' Report and Final Engineer's Report.

### **Task 10.0 Utility Coordination**

*10.1 Utility Coordination.* Coordination with existing utilities will be conducted and any utilities requiring relocation or modification in conjunction with the construction of the project will be identified. Coordination of the required utility changes will be conducted with the applicable owners, and approvals for the proposed design acquired, as necessary. Utility coordination includes telecom, gas, electric, and water.

### **Task 11.0 Approval Processing/Permitting**

*11.1 Placer County Grading Permit.* If required, AEC will prepare the grading permit submittal package, coordinate with the County and Client regarding payment of application fees and process the package through to issuance of the County Grading Permit. This task includes making any changes to the drawings required by Placer County for issuance of the permit.

*11.2 Construction General Permit.* We expect that the total disturbed area may be close to or more than one acre and therefore will require a Stormwater Pollution Prevention Plan (SWPPP) be prepared for a Linear Utility Project (LUP). As a Qualified SWPPP Developer, AEC will prepare the risk calculations and the SWPPP, to be included as part of the bid documents. It is expected that the Contractor will take ownership of the SWPPP and file for a Notice of Intent after the contract is awarded and be responsible for implementation the SWPPP provisions.

*11.3 California Fish & Wildlife 1600 Permit.* We expect a California Fish & Wildlife 1600 permit (Lake and Streambed Alteration Agreement) will be required jack and bore under the South Yuba crossing and that a Frac-Out Contingency Plan will be required for horizontal drilling.

### **Task 12.0 Construction Documents**

Engineering design will be provided for the following primary elements of the project:

1. Approximately 4,390 LF of "onsite" collection main and manholes
2. Approximately 53 service laterals between the main and the residences (or lot lines if vacant), including cleanout locations
3. Approximately 115 LF of bore and jack under the South Yuba River

The project design will include three (3) separate construction document and bidding phases as described in the Assumptions above. Work under this task will be invoiced separately to the Client by phase. The scope of work for each set of deliverables is as follows:

*50% Design Progress Submittal.* 50% plans for the project will be submitted to the DSPUD for review and approval. The 50% plan set will include basic plan-and-profile layouts of all primary project elements. A 50% design submittal meeting will be held to review the package with DSPUD staff.

*90% Design Progress Submittal.* 90% plans, specifications and bid forms for the project will be submitted to the DSPUD for review and approval. The 90% plan set will include complete detailing of all project elements. The 90% specifications will include all primary elements including the bid item descriptions, General Conditions, Special Provisions, and Technical Specifications. The 90% cost estimate will be compiled on the draft bid form. A 90% design submittal meeting will be held to review the package with DSPUD staff.

*100% Design Submittal.* 100% plans, specifications and bid forms for the project will be submitted to the DSPUD for review and approval. The 100% submittal shall incorporate all changes resulting from review by the DSPUD staff and internal checking team.

*Final Plans, Specifications, and Estimate (PS&E).* Upon notification from the DSPUD that the 100% submittal has been approved, the PS&E suitable for competitive bidding will be prepared for the project.

### **Task 13.0 Bidding Support**

Bidding support will be provided for each of the three (3) phases as described in Assumptions. Work under this task will be invoiced separately to the Client by phase.

*13.1 Assistance During Bidding.* AEC shall aid as required to the DSPUD during bidding of the project. This work includes preparing public notices of the Project bid, answering questions from prospective bidders, and assisting the DSPUD in preparation of addenda to the PS&E during the advertisement period.

*13.2 Attend Pre-Bid Conference.* AEC will schedule and prepare an agenda for the pre-bid conference. AEC shall manage the pre-bid conference and respond to questions or discuss intent of the plans as requested by DSPUD.

*13.3 Attend Bid Opening.* AEC will attend the bid opening for the project and aid in the evaluation of the bid summary as requested by the DSPUD.

*13.4 Prepare Conformed Plans and Specifications.* AEC shall prepare a conformed set of plans and specifications that incorporate addenda issued during the bidding process.

**Planned Deliverables-Engineering Services**

<b>Item</b>	<b>Task</b>	<b>Digital Format</b>	<b>Hard Copy Format</b>
Meeting notes, status updates, schedule variances and updates	1.0	PDF and source file format as necessary	
Geotechnical Report-Supplemental	5.1	PDF	
CEQA Compliance	6.0	PDF of all interim and final documents	3-Full size bound copies of final IS/MND
Easement Plats and Descriptions (Draft and Final)	8.1 8.2	PDF	1-Original stamped copy each of final
Draft Engineer's Report	9.1	PDF	
Final Engineers' Report	9.2	PDF	3-Full size bound
Utility Coordination Correspondence	10.1	PDF	
Agency application submittal packages	11.1	PDF	
Final agency permits	11.1	PDF	1-Full size ea.
Construction General Permit - SWPPP	11.2	PDF	
Phase 2A West Village Construction Documents			
50% Plans	12.1	PDF	1-Full size, 2-11x17
90% Plans, specs and bid forms	12.2	PDF	1-Full size, 2-11x17
100% Plans, specs and bid forms	12.3	PDF	1-Full size, 2-11x17
Final PS&E	12.4	PDF	1-Full size plans, 2-11x17 plans, 1-Specs bound
Phase 2B West Village Construction Documents			
50% Plans	12.1	PDF	1-Full size, 2-11x17
90% Plans, specs and bid forms	12.2	PDF	1-Full size, 2-11x17
100% Plans, specs and bid forms	12.3	PDF	1-Full size, 2-11x17
Final PS&E	12.4	PDF	1-Full size plans, 2-11x17 plans, 1-Specs bound
Phase 1 East Village Construction Documents			
50% Plans	12.1	PDF	1-Full size, 2-11x17
90% Plans, specs and bid forms	12.2	PDF	1-Full size, 2-11x17
100% Plans, specs and bid forms	12.3	PDF	1-Full size, 2-11x17
Final PS&E	12.4	PDF	1-Full size plans, 2-11x17 plans, 1-Specs bound
Bidding Support for all three phases			
Addenda issued during bidding	13.1	PDF and source file format	1-Full size
Pre-Bid Conference Agenda, Notes	13.2	PDF	
Bid Opening Bid Tabs	13.3	PDF and source file format	
Conformed Documents for Construction	13.4	PDF	1-Full size plans 2-11x17 plans 2-Specs bound
Final Digital Files	N/A	CD with PDF and base drawing files in source format	

Note: Deliverable format may be adjusted at Client direction for any reason. Exception would be printing of construction documents for bidding would require an adjustment in the proposed fee.

### **Proposed Fee Schedule**

The proposed fee estimate is included in Attachment “D”.

### **Proposed Project Schedule**

A Draft project schedule is included as Attachment “E”. The schedule reflects our understanding of the tasks and their relationships for the project planning and design.

The draft schedule reflects project construction documents for all three phases in 2023. This will allow for “shovel-ready” projects the District can bid at the Districts discretion.

The District anticipates the following construction schedules.

- Phase 2A West Village: 2024
- Phase 2B West Village: 2024/2025
- Phase 1 East Village: 2025

Schedule challenges and risks are identified as follows:

1. Supplemental geotechnical investigation in Spring 2023 after snow melt.
2. Supplemental surveying in Spring/Summer of 2023 after snow melt.
3. Impacts to environmental resources could require permitting that is not currently anticipated in the schedule.
4. Extended periods for Client and public review of critical decisions could delay the delivery schedule.
5. Delays in the formation of a financing district and funding could delay bidding.
6. Estimated construction costs could be higher than anticipated and create delays in funding.
7. Property owner cooperation on easements required could delay approvals for certain portions of the project.

Attachment "B"  
Geotechnical Engineering Services



Proposal No. PT22228  
September 27, 2022

Auerbach Engineering Corporation  
PO Box 5399  
Tahoe City, California 96145

Attention: Chris Anderson

**Reference:** **Sugar Bowl DSPUD Sewer Yuba River Crossing**  
Sugar Bowl Village  
Norden, Placer County, California

**Subject:** **Proposal for Geotechnical Engineering Services**

This letter presents our proposal to prepare a geotechnical engineering report for the proposed Sugar Bowl DSPUD Sewer Yuba River Crossing to be constructed in the Sugar Bowl Village on Pennyroyal Drive in Norden, Placer County, California. The project will involve construction of new sewer main lines to service 53 parcels within the Sugar Bowl Village area and offsite sewer facilities involving the crossing of the Yuba River. This proposal is primarily to provide geotechnical information for a gravity sewer crossing of the Yuba River at Pennyroyal Drive.

NV5 previously prepared geotechnical engineering report for the Sugar Bowl Sewer dated September 23, 2021.

The purpose of our services will be to explore and evaluate subsurface conditions at the project site and to develop geotechnical engineering recommendations for project design and construction. We plan to utilize information previously obtained during our previous investigations completed at the project area to help prepare a geotechnical engineering report. We also plan to perform additional subsurface exploration in the area of the Yuba River crossing. Included in this proposal is a brief summary of our understanding of the project, the scope of services we intend to provide, and an estimate of our fees.

## **PROJECT DESCRIPTION**

This proposal is based on conversations with you and a brief review of PDR prepared by Auerbach Engineering Corporation dated November 2021. The project will involve construction of new sewer line within the Sugar Bowl Village area designated as Phase 1 and Phase 2. Phase 1 sewerline construction began in 2017 and will involve completion of approximately 1,500 lineal feet of a main sewerline to service approximately 25 parcels a portion of Line A and all of Line B). Phase 2 work has not started but will involve installation of approximately 2,341 lineal feet of new sewer main that will provide service to 28 parcels. A crossing under the Yuba Rivier is also planned for Phase 2 construction.

## **ANTICIPATED CONDITIONS**

In preparation of this proposal, we reviewed geologic maps and reports in our files regarding subsurface conditions in the vicinity of the site. Based on this information and our experience in the area, we anticipate that subsurface soil conditions will consist of a relatively thin soil consisting of silty sand with gravel, cobbles, and boulders overlying near-surface volcanic rock.

We anticipate that groundwater may be seasonally present at relatively shallow depths and may affect the proposed construction. We anticipate that the site can be accessed by track-mounted equipment.

## **SCOPE OF SERVICES**

### **Review of Available Literature**

Prior to our subsurface exploration, we will review our previous geotechnical engineering reports prepared within and near the project area and review geologic maps covering the project area. Our field exploration locations will be selected based on site access and the anticipated project layout. We will concentrate our subsurface exploration in the area of planned lift stations and Yuba River crossing.

### **Field Exploration**

Prior to conducting our subsurface investigation, we will mark the site for Underground Service Alert (USA) and contact this agency to locate underground public utilities on and adjacent to the site. We are aware there is a underground gas system in Sugar Bowl that is not a member of USA Dig. We will contact them prior to drilling.

We propose to explore the subsurface conditions at the project site by 2 borings where the sewer line will cross under the Yuba River. We anticipate that our borings will be drilled to depths up to approximately 30 feet below the existing ground surface or 5 feet into rock. The boring will be core drilled. The borings will be visually logged by a field representative who will obtain bulk and undisturbed soil samples for classification and laboratory testing. Upon completion, the borings will be grouted in accordance with Placer County Environmental Health requirements. We will obtain a drilling permit through the Placer County Environmental Health Department and coordinate with this agency to be present during grouting of borings as part of the permit process.

### **Laboratory Testing**

The purpose of laboratory testing is to evaluate the physical and engineering properties of the soil samples collected in the field. We anticipate the laboratory testing program will consist of tests for soil classification (gradations and plasticity).

### **Analysis and Report**

Based on the results of our field exploration and laboratory testing, we will provide our opinions and recommendations regarding the following:

Proposal No. PT22228  
September 27, 2022

Proposal for Geotechnical Engineering Services  
Sugar Bowl DSPUD Sewer Crossing the Yuba River

- General soil and groundwater conditions at the project site, with emphasis on how the conditions are expected to affect the proposed construction;
- Anticipated excavation conditions for the Yuba River crossing at Pennyroyal Drive;
- Discussion of special geotechnical engineering constraints such as cobbles and boulders, and/or near-surface rock;
- Recommendations for earthwork construction, including site preparation recommendations, a discussion of reuse of existing near-surface soil as structural fill, and a discussion of remedial earthwork recommendations, if warranted; and
- Recommendations for temporary excavations, construction dewatering, and trench backfill.

We will present our opinions and recommendations in a written report complete with a test pit location plan, logs of our test pits, and laboratory test results.

### **SCHEDULE AND FEES**

We anticipate that our subsurface exploration can be completed this fall, depending on weather conditions and availability of drilling equipment. If weather, access, or site conditions restrict our field operations, we may need to revise our scope of services and fee estimate. We anticipate submitting our final written report within three to four weeks after completion of our subsurface exploration. If requested, we can provide preliminary verbal information with respect to our anticipated conclusions and recommendations prior to completion of our final report.

We will provide the scope of services described above for a lump sum fee of \$24,200. This cost includes the drilling equipment and Placer County Boring permit. We recommend that if directional boring is planned for the Yuba River crossing, that we perform borings to provide subsurface information at greater depth. Billing will be monthly on a percent complete basis. Additional services beyond the scope of this proposal performed at the client's request will be billed on a time and expense basis using the fee schedule applicable at the time the services are provided.

Prior to initiating our subsurface exploration, all site utilities and utility easements must be accurately located in the field, on a scaled map, or both. This information must be made available to NV5 by the client before beginning our subsurface exploration. Our fee is not adequate to compensate for both the performance of the services and the assumption of risk of damage to such structures. NV5 will not accept responsibility for damage to existing utilities not accurately located in the manner described above. Services rendered by NV5 to repair them will be billed at cost.

In order to defray the initial mobilization costs of the excavation equipment, we are requesting a retainer in the amount of \$5,000 at the time of contract signing. All remittances should be sent to our Truckee office at the following address:

Accounts Receivable

Proposal No. PT22228  
September 27, 2022

Proposal for Geotechnical Engineering Services  
Sugar Bowl DSPUD Sewer Crossing the Yuba River

NV5  
10775 Pioneer Trail, Suite 213  
Truckee, CA 96161

Remittances should reference this proposal number, PT21002.

### **CLOSING**

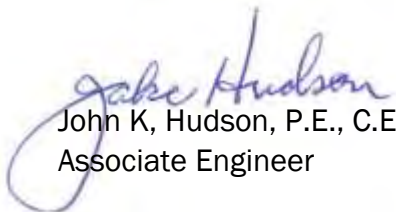
NV5 will perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity at the time the services are performed. No warranty or guarantee, express or implied, is part of the services offered by this proposal.

We anticipate that Auerbach Engineering Corporation will provide an agreement as authorization to proceed.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or need additional information, please contact the undersigned.

Sincerely,

**NV5**



John K, Hudson, P.E., C.E.G.  
Associate Engineer

Attachment "C"  
Environmental Services

## Attachment "C"

### Task 7.0 CEQA Compliance

#### Task 7.0 Assumptions

The proposed project includes constructing a sewer line for existing residences in the Sugar Bowl Property Owners residential subdivision at the base of the Sugar Bowl Ski Resort in Placer County. It is assumed that the Donner Summit Public Utilities District would be the Lead Agency for the purposes of CEQA compliance. The project consists of two phases: phase one consists of two lines totaling approximately 1,740 linear feet and phase two consists of residential collector line alignments and optional force-main and gravity flow alignments totaling approximately 4,158 linear feet. The project would generally follow the existing roadway and would require grading and trenching to complete. The northern segment of the proposed alignment would cross the South Yuba River; it is currently undetermined how this crossing would be completed and could be accomplished by jack-and-bore or trenching. At this time, the staging areas for the proposed project are not identified and for the purposes of Dudek's scope of work it is assumed that staging could require up to an additional two acres of disturbance and that any staging areas would be identified prior to field surveys. For the purposes of this scope, it is assumed that there would be no additional disturbance from decommissioning the existing sewer system or onsite wastewater disposal systems.

#### 7.1 Project Initiation and Project Description

*7.1.1 Project Initiation.* Upon authorization to proceed, Dudek will collect data and review pertinent project documentation and other environmental information relevant to the project site and vicinity. Dudek's project manager, Markus Lang, will attend a project kickoff meeting or conference call with Auerbach Engineering to initiate project work and obtain pertinent project documentation, existing data, identify staging areas and plan the schedule for completing the studies and CEQA documentation, as well as any support, such as an aquatic resources delineation, that could be required for project permitting.

*7.1.2 Project Description.* Development of a thorough project description is the critical first step in preparing a CEQA document, as it describes the proposed project, identifies a baseline for analysis, and allows for input from all parties involved in project design. Dudek will prepare a project description based on the project plans, data obtained from site visits and resource assessments, review of applicable planning documents and background information, and other pertinent information provided by Auerbach Engineering.

Dudek will submit the project description in electronic format to Auerbach Engineering for review and distribution to the District for review and comment and will make any necessary revisions prior to commencing work on the environmental analysis. Project description graphics will include a regional location map, site and vicinity map, aerial photograph displaying project area boundaries, photographs of the site, and the conceptual site plan.

## 7.2 Technical Studies

### 7.2.1 Biological Resources Assessment and Wetland Delineation. Completed

- a. **Desktop Evaluation.** Completed
- b. **Biological Resources Field Survey.** Completed
- c. **Aquatic Resources Delineation (Optional).** Completed
- d. **Report Preparation.** Completed

Please note that this proposal does not include additional tasks that could be necessary for regulatory compliance based on the findings of the initial assessment, such as agency meetings, a formal Aquatic Resources Delineation Report for the purposes of applying for permits from the Army Corps of Engineers or California Department of Fish and Wildlife, or focused surveys for special-status species.

Deliverables: Completed

### 7.2 Cultural Resources Assessment. Completed

Archaeological Inventory: Completed

7.3 *Administrative Draft Initial Study.* Dudek will complete the IS checklist, addressing all required content under CEQA Guidelines Appendix G (Initial Study Checklist). The technical studies that were previously prepared by Dudek and described below will be appended to the IS to support the impact analysis. In addition, we assume that the project applicant team will provide the following technical studies to support the IT analysis: Preliminary Geotechnical Investigation (or similar), preliminary grading plan, and preliminary drainage report (as necessary). Other project details could also be required, including construction schedule and methodologies, construction and operations equipment specifications, or other information as pertinent to the analysis.

For each environmental resource topic, the IS will define the existing conditions, evaluate the degree to which the proposed project would affect or change those conditions, and determine whether those affects or changes would result in a significant environmental effect. The determination of impact significance would be reached based on a comparison of the proposed project to adopted policies, regulations, and guidelines, including applicable local, state and federal requirements.

For purposes of this proposal, Dudek assumes that any environmental issues that are potentially significant could be mitigated to a less-than-significant level. Dudek will draft any mitigation measures necessary to reduce potentially significant impacts to a level below significance. However, if during preparation of the IS, an impact is identified that cannot be reduced to a level of less than significant even with mitigation, Dudek will notify and consult with Auerbach Engineering and the District (if necessary) to determine how best to proceed.

The IS will include the following sections:

- 1. Introduction
- 2. Project Description

3. Determination/Findings
4. Initial Study Checklist
5. Report Preparation Personnel
6. References and Supporting Information

Dudek will prepare an Administrative Draft IS and submit the document to Auerbach Engineering for comment and to provide to the District for review and comment. It is assumed that review comments will be provided back to Dudek in a single consolidated set of comments. The following is a brief overview of each IS checklist item and the information required to address the issues.

**Aesthetics/Visual Resources.** The project site is surrounded by residential development. As the project would construct below ground sewer lines, the analysis will discuss the change in public viewsheds associated with removal of vegetation, alteration of land forms, and temporary construction impacts. It is expected that the proposed project would have a less than significant impact.

**Agriculture and Forest Resources.** The project site is located in a developed area and does not support any agricultural or forestry resources. No impacts are anticipated.

**Air Quality.** The air quality section of the IS will include a brief discussion of criteria air pollutants, regional climate, and the attainment status of the Lake Tahoe Air Basin. We will identify federal, state, and local regulatory agencies responsible for air quality management; summarize applicable federal, state, and local air quality policies, regulations, and standards. We will document that the project falls below the screening sizes recommended by Northern Sierra Air Quality Management District (NSAQMD) regarding criteria air pollutant emissions. We will qualitatively discuss common health effects from toxic air contaminants during construction and provide a discussion based on the air districts' adopted thresholds and screening sizes that the project would not generate a volume of emissions that could result in such effects. Where appropriate, mitigation measures will be identified to ensure that construction emissions are reduced to the extent feasible.

**Biological Resources.** This section will be prepared based on the biological resources assessment and aquatic resource delineation as described under Task 7.2.1. The IS will document the vegetation communities and wetland resources present on the site, the degree to which the proposed construction would disturb those resources, and the mechanisms by which those impacts would be avoided, reduced, or mitigated.

**Cultural/Paleontological Resources.** Dudek will summarize the cultural resources setting and project site conditions based on the information in the Cultural Resources Assessment described under Task 7.2. It is expected that no cultural or paleontological resources will be identified within the area of disturbance. The IS will describe the requirements of state law regarding management of resources should any be discovered during the construction process. Compliance with these requirements under state law would be sufficient to ensure that impacts to cultural and paleontological resources would remain less than significant.

**Energy.** Dudek will prepare a qualitative energy assessment for the project per Appendix G of the CEQA Guidelines. This section will include a discussion of energy efficiency standards established by applicable building codes and regulations and demonstrate how the project will meet those requirements. The analysis will also consider whether the project could conflict with or obstruct a state or local plan for renewable energy or energy efficiency. It is expected that the qualitative analysis will



demonstrate that the project would result in less than significant impacts because construction would not be more intense or require more resources than other projects of similar size.

**Geology and Soils.** Dudek will prepare the geology and soils section using information from the project-specific geotechnical report, the California Geological Survey, and background information in the County General Plans. Impacts will be evaluated with respect to both construction and operations. Construction impacts are typically short-term, erosion related, and less than significant when compliance with the Construction General Permit is required. This includes implementation of a Storm Water Pollution Prevention Plan and associated Best Management Practices (BMPs). Operational impacts of a utility project are expected to be less than significant with incorporation of recommendations of the site-specific geotechnical report and adherence to provisions of the California Building Code.

**Greenhouse Gas Emissions.** The GHG emissions section will include a brief description of GHGs and a summary of applicable regulatory measures. The impact analysis will reflect Appendix G of the state CEQA Guidelines; specifically, whether a project would (1) generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment and (2) conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs. Dudek will also provide a qualitative discussion of consistency with applicable state regulations (Assembly Bill 32 Scoping Plan measures), and consistency with the applicable local/District goals and plans.

**Hazards and Hazardous Materials.** Dudek will prepare the hazards and hazardous materials section using information from a review of publicly-available databases regarding hazardous material releases in the vicinity, and the County General Plans to address potential concerns associated with hazards or hazardous materials.

**Hydrology and Water Quality.** The project would introduce an increase in impervious surface to the project area. This could alter the volume and rate of stormwater runoff from the project site. Dudek assumes that the project applicant will provide a drainage analysis that documents the volume and rate of stormwater runoff, consistent with County requirements, and identifies BMPs proposed to be implemented to protect water quality during project construction as well as BMPs that would be installed to control drainage and protect water quality post-construction. The IS will document how the project would comply with the applicable National Pollutant Discharge Elimination System (NPDES) requirements. Compliance with these requirements would provide appropriate measures to reduce the project's potential impacts to hydrology and water quality to a less than significant level.

**Land Use and Planning.** The project is located within a residential neighborhood and the project proposes to install a sewer line to existing residential homes. The project would not require a rezone or a change to a land use designation. It is expected that impacts related to land use and planning will be determined to be less than significant.

**Mineral Resources.** There are no known mineral resources in the project vicinity and no impacts to mineral resources are anticipated. Dudek will reference the County General Plans to support these conclusions.

**Noise.** The project would create temporary noise associated with project construction. The impacts will be evaluated qualitatively by describing typical construction noise levels, documenting the County noise standards, and identifying mitigation measures, if necessary, to ensure that the project does not result in significant adverse impacts to neighboring land uses. No standalone technical assessment or modeling of potential noise generated by sewer lift stations would be prepared; however, this may be

added to Dudek's scope of work if initial review indicates a need for noise modeling to determine impacts to residential receptors.

**Population and Housing.** The proposed project would install a sewer line that would serve an existing residential community and would not result in the construction or displacement of housing. It is expected that the proposed project would have no impact and that sewer lines would be sized to serve existing development and would not be found to have growth-inducing effects.

**Public Services.** The proposed project would install a sewer line that would serve an existing residential community. It is expected that the proposed project would not result in an increase in demand for fire, police, school and library services that would require new offsite facilities and would have no impact.

**Recreational Resources.** The proposed project would install a sewer line that would serve an existing residential community. It is expected that the proposed project would not result in an increase in demand for recreational services and would have no impact.

**Transportation/Traffic.** The proposed project would install a sewer line that would serve an existing residential community and would not result in land uses that would typically increase VMT. It is expected that the proposed project would have a less than significant impact during construction and no impact during operation.

**Tribal Cultural Resources.** Dudek will summarize the Native American outreach conducted by the District in compliance with AB 52 and the results of any consultation that occurs. If the District agrees to any mitigation measures through this consultation process, those measures will be incorporated in the IS. Dudek would be happy to prepare a draft AB 52 letter for the District and could assist the District with further AB 52 consultation under an amended scope of work and budget if that assistance is desired.

**Utilities and Service Systems.** The proposed project would install a sewer line that would serve an existing residential community. It is expected that the proposed project would be served by existing treatment infrastructure and would not result in an increase in demand for treated water, wastewater conveyance and treatment, storm drainage, and solid waste services that would require construction of additional onsite or offsite infrastructure and would have no impact.

**Wildfire.** The project would not add new structures and new population to the project site and would result in the construction of a below ground sewer line that would serve an existing residential community. The IS will discuss the existing conditions of the site with respect to fire risk, and evaluate how the proposed project could change those conditions. If appropriate, Dudek will recommend specific vegetation management and defensible space provisions as mitigation measures to minimize fire risk during and following construction.

*7.4 Draft IS/MND.* Upon receipt of a single, consolidated set of comments from Auerbach Engineering on the Administrative Draft IS, Dudek will revise the document to incorporate those comments, submit a Screencheck Draft to the Auerbach Engineering and the District for final review, address final comments, and prepare the Draft IS/MND for public release. Dudek will prepare a Notice of Intent to adopt an MND and a Notice of Completion. Dudek will coordinate with Auerbach Engineering / the District to ensure that online submittal of the Draft IS/MND to the State Clearinghouse is completed, which will start the 30-day public review period. Dudek will provide the District with an electronic copy of the Draft IS/MND and up to 5 hard copies upon request. Dudek assumes that District staff will be responsible for posting the public Notice of Intent to adopt the IS/MND, submitting the Notice of Intent to the County Clerk, and distributing the IS/MND locally for public review.

*7.5 Response to Public Comments and Final IS/MND.* Following conclusion of the public review period, Dudek will prepare responses to comments for inclusion in the Final IS/MND. It is assumed that Dudek will respond to up to 25 substantive public comments on the IS/MND (note that a single comment letter may contain multiple comments). The responses to comments will be prepared in a memo format, addressing the comments by topic (as opposed to numbering each individual comment and responding directly to each as is typically done in an EIR). Dudek will also assemble text changes to the Final IS/MND, if necessary. This task assumes one round of revisions to the Final IS/MND based on comments from the District and Auerbach Engineering.

*7.6 Mitigation Monitoring and Reporting Program.* This task would be necessary if impacts requiring mitigation are identified by the IS/MND. If mitigation measures are required, Dudek would prepare the Mitigation Monitoring and Reporting Program (MMRP) to document the specific timing, responsibility, monitoring, and performance criteria that the District would use in ensuring that all mitigation measures are implemented appropriately. The draft MMRP would be provided with the first draft of the Final IS/MND and response to comments memo, and would be revised and resubmitted with the revised Final IS/MND and response to comments memo.

*7.7 Project Management and Meetings.* Dudek's project manager, Markus Lang, will oversee preparation of the IS/MND and ensure the project is completed according to the project schedule and budget. This scope of work assumes the project manager will be available for approximately 18 hours over the life of the project to participate in phone calls, conduct necessary email correspondence, and address County and applicant questions. This scope of work also provides for Mr. Lang to attend a project initiation meeting, up to six hours for the purposes of meetings or conference calls with the project applicant, engineers, and/or staff from the Lead Agency, responsible agencies, service providers, and attend a meeting of the District's Board to consider the project and CEQA document.

If the project is approved, Dudek will prepare a Notice of Determination within two business days. Dudek assumes District staff will be responsible for filing this notice with the County Clerk. Payment of filing fees would be due at this time and are not included in Dudek's Scope of Work and Cost Estimate.

Any additional meeting attendance, beyond what is described above, would be billed on a time and materials basis. If additional meetings are requested, Dudek will estimate staff time necessary to attend and send an email for review and approval by the District and project applicant. Dudek staff will only attend meetings if requested.

Attachment "D"  
Fee Proposal



**AUERBACH  
 ENGINEERING  
 CORP** ESTD 1998

**ATTACHMENT "D"**  
 Donner Summit PUD  
 Sugar Bowl Sewer Final Engineering  
**Summary of Costs for Professional Services**

<b>Labor Description</b>		<b>Rate</b>	<b>Total Hours</b>	<b>Total Cost</b>
PE	Principal	\$237	114	\$27,018
PM3	Project Manager	\$180	176	\$31,680
PES4	Project Surveyor	\$168	88	\$14,784
PE3	Project Engineer III	\$156	362	\$56,472
PE2	Project Engineer II	\$144	0	\$0
PE1	Project Engineer I	\$138	104	\$14,352
SE1	Staff Engineer I	\$122	482	\$58,804
PW1MC	Field Crew	\$211	48	\$10,128
QSP	SWPPP Inspector	\$122	72	\$8,784
EST1	Engineering Survey Technician	\$120	0	\$0
EP1	Environmental Planner	\$116	84	\$9,744
ADMIN	Project Administrator	\$77	40	\$3,080
Sub-Total			1570	\$234,846
<b>Other Direct Costs (ODC's)</b>				
	a) Printing Expenses	\$500	15%	\$550
	b) Mileage Expenses	\$200		\$200
	c) NV5 Subconsultant Expenses	\$24,200	10%	\$26,620
	d) Dudek Subconsultant Expenses	\$27,182	10%	\$29,900
Sub-Total				\$57,270
<b>Total Cost</b>				<b>\$292,116</b>



**ATTACHMENT "D"**  
Donner Summit PUD  
Sugar Bowl Sewer Final Engineering  
**Labor Hour Estimate**

Task	Description	PE	PM3	PES4	PE3	PE2	PE1	SE1	PW1MC	QSP	EST1	EP1	ADMIN	Total Hours
<b>TASK 1.0 Project Management</b>														
1.1	Meetings and Coordination with Client	12	12											24
1.2	Project Administration	4	10										16	30
1.3	Project Schedule	4	12											16
1.4	Subconsultant Coordination	2	8										8	18
1.5	QA/QC	8	20		20									48
	Task Subtotal	30	62	0	20	0	0	0	0	0	0	0	24	136
<b>Task 2.0 Background Information Review</b>														
2.1	Background Information Collection and Review	1	2	1	2	0	8	0	0	0	0	8	0	22
	Task Subtotal	1	2	1	2	0	8	0	0	0	0	8	0	22
<b>Task 3.0 Supplemental Field Surveying and Mapping</b>														
3.1	Phase 2A West Village			4			4	2	16					26
3.2	Phase 2B West Village			4			4	2	16					26
3.3	Phase 1 East Village			4			4	2	16					26
	Task Subtotal	0	0	12	0	0	12	6	48	0	0	0	0	78
<b>Task 4.0 NOT USED</b>														
<b>Task 5.0 Supplemental Geotechnical Investigation</b>														
5.1	Geotechnical Investigation-Supplemental	SEE OTHER DIRECT COSTS												0
	Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Task 6.0 Public Participation</b>														
6.1	Public Meetings (5)	20	5		10		10					8	2	55
6.2	Public Meeting Materials	5	5									8	2	20
	Task Subtotal	25	10	0	10	0	10	0	0	0	0	16	4	75
<b>TASK 7.0 CEQA Compliance</b>														
7.1	CEQA Compliance	SEE OTHER DIRECT COSTS												0
	Task Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TASK 8.0 Easement Plats and Descriptions</b>														
8.1	Prepare draft easement plats and descriptions (6)	2	4	24							32			62
8.2	Prepare final easement plats and descriptions (6)	2	2	6							16			26
	Task Subtotal	4	6	30	0	0	0	0	0	0	48	0	0	88
<b>TASK 9.0 Funding/Financing Support</b>														
9.1	Misc. Funding/Financing Support	8	2	6	16			24					4	60
9.2	Preliminary and Final Engineers Report	16	16	8			24				24			88
	Task Subtotal	24	18	14	16	0	24	24	0	0	24	0	4	148
<b>TASK 10.0 Utility Coordination</b>														
10.1	Communications Coordination	1	2		2		4					3		12
10.2	Gas Coordination	1	2		2		4					3		12
10.3	Power Coordination	1	2		2		4					3		12
10.4	Water Coordination	1	2		2		4					3		12
	Task Subtotal	4	8	0	8	0	16	0	0	0	0	12	0	48
<b>TASK 11.0 Approval Processing/Permitting</b>														
11.1	Placer County Grading Permit	1	2		4		8	8						23
11.2	Construction General Permit	1	8		8		20	40					8	85
11.3	California Fish & Wildlife 1600 Permit	4	4					12				24		44
	Task Subtotal	6	14	0	12	0	28	60	0	0	0	24	8	152

**TASK 12.0 Construction Documents**

**Phase 2A West Village**

12.1 50% Design Progress Submittal	1	4	4	40		40					2		91
12.2 90% Design Progress Submittal	1	4	4	40		40					2		91
12.3 100% Design Progress Submittal	1	2	4	8		30					2		47
12.4 Final Plans, Specifications, and Estimate	1	2	4	8		30					2		47
Task Subtotal	4	12	16	96	0	0	140	0	0	0	8	0	<b>276</b>

**Phase 2B West Village**

12.1 50% Design Progress Submittal	2	8	2	30		40					2		84
12.2 90% Design Progress Submittal	2	8	2	30		40					2		84
12.3 100% Design Progress Submittal	2	4	2	20		24					2		54
12.4 Final Plans, Specifications, and Estimate	2	2	1	10		16					2		33
Task Subtotal	8	22	7	90	0	0	120	0	0	0	8	0	<b>255</b>

**Phase 1 East Village**

12.1 50% Design Progress Submittal	2	8	2	30		40					2		84
12.2 90% Design Progress Submittal	2	8	2	30		40					2		84
12.3 100% Design Progress Submittal	2	4	2	20		24					2		54
12.4 Final Plans, Specifications, and Estimate	2	2	2	10		16					2		34
Task Subtotal	8	22	8	90	0	0	120	0	0	0	8	0	<b>256</b>

**TASK 13.0 Bidding Support**

**Phase 2A West Village**

13.1 Assistance During Bidding				2		2							4
13.2 Attend Pre-Bid Conference				2		2							4
13.3 Attend Bid Opening				1		1							2
13.4 Prepare Conformed Plans and Specifications				1		1							2
Task Subtotal	0	0	0	6	0	0	6	0	0	0	0	0	<b>12</b>

**Phase 2B West Village**

13.1 Assistance During Bidding				2		2							4
13.2 Attend Pre-Bid Conference				2		2							4
13.3 Attend Bid Opening				1		1							2
13.4 Prepare Conformed Plans and Specifications				1		1							2
Task Subtotal	0	0	0	6	0	0	6	0	0	0	0	0	<b>12</b>

**Phase 1 East Village**

13.1 Assistance During Bidding				2		2							4
13.2 Attend Pre-Bid Conference				2		2							4
13.3 Attend Bid Opening				1		1							2
13.4 Prepare Conformed Plans and Specifications				1		1							2
Task Subtotal	0	0	0	6	0	6	0	0	0	0	0	0	<b>12</b>

Total Hours	114	176	88	362	0	104	482	48	0	72	84	40	<b>1570</b>
-------------	-----	-----	----	-----	---	-----	-----	----	---	----	----	----	-------------



ATTACHMENT "D"  
Donner Summit PUD  
Sugar Bowl Sewer Final Engineering  
Labor Cost Estimate

Task	Description	PE	PM3	PES4	PE3	PE2	PE1	SE1	PW1MC	QSP	EST1	EP1	ADMIN	Total Hours
<b>TASK 1.0 Project Management</b>														
1.1	Meetings and Coordination with Client	\$ 2,844	\$ 2,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,004
1.2	Project Administration	\$ 948	\$ 1,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,232	\$ 3,980
1.3	Project Schedule	\$ 948	\$ 2,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,108
1.4	Subconsultant Coordination	\$ 474	\$ 1,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 616	\$ 2,530
1.5	QA/QC	\$ 1,896	\$ 3,600	\$ -	\$ 3,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,616
	Task Subtotal	\$ 7,110	\$11,160	\$ -	\$ 3,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,848	\$ 23,238
<b>Task 2.0 Background Information Review</b>														
2.1	Background Information Collection and Review	\$ 237	\$ 360	\$ 168	\$ 312	\$ -	\$ 1,104	\$ -	\$ -	\$ -	\$ -	\$ 928	\$ -	\$ 3,109
	Task Subtotal	\$ 237	\$ 360	\$ 168	\$ 312	\$ -	\$ 1,104	\$ -	\$ -	\$ -	\$ -	\$ 928	\$ -	\$ 3,109
<b>Task 3.0 Supplemental Field Surveying and Mapping</b>														
3.1	Phase 2A West Village	\$ -	\$ -	\$ 672	\$ -	\$ -	\$ 552	\$ 244	\$ 3,376	\$ -	\$ -	\$ -	\$ -	\$ 4,844
3.2	Phase 2B West Village	\$ -	\$ -	\$ 672	\$ -	\$ -	\$ 552	\$ 244	\$ 3,376	\$ -	\$ -	\$ -	\$ -	\$ 4,844
3.3	Phase 1 East Village	\$ -	\$ -	\$ 672	\$ -	\$ -	\$ 552	\$ 244	\$ 3,376	\$ -	\$ -	\$ -	\$ -	\$ 4,844
	Task Subtotal	\$ -	\$ -	\$ 2,016	\$ -	\$ -	\$ 1,656	\$ 732	\$10,128	\$ -	\$ -	\$ -	\$ -	\$ 14,532
<b>Task 4.0 NOT USED</b>														
<b>Task 5.0 Supplemental Geotechnical Investigation</b>														
5.1	Geotechnical Investigation-Supplemental	SEE OTHER DIRECT COSTS												\$ -
	Task Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 6.0 Public Participation</b>														
6.1	Public Meetings (5)	\$ 4,740	\$ 900	\$ -	\$ 1,560	\$ -	\$ 1,380	\$ -	\$ -	\$ -	\$ -	\$ 928	\$ 154	\$ 9,662
6.2	Public Meeting Materials	\$ 1,185	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 928	\$ 154	\$ 3,167
	Task Subtotal	\$ 5,925	\$ 1,800	\$ -	\$ 1,560	\$ -	\$ 1,380	\$ -	\$ -	\$ -	\$ -	\$ 1,856	\$ 308	\$ 12,829
<b>TASK 7.0 CEQA Compliance</b>														
7.1	CEQA Compliance	SEE OTHER DIRECT COSTS												\$ -
	Task Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TASK 8.0 Easement Plats and Descriptions</b>														
8.1	Prepare draft easement plats and descriptions (6)	\$ 474	\$ 720	\$ 4,032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,904	\$ -	\$ -	\$ 9,130
8.2	Prepare final easement plats and descriptions (6)	\$ 474	\$ 360	\$ 1,008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,952	\$ -	\$ -	\$ 3,794
	Task Subtotal	\$ 948	\$ 1,080	\$ 5,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,856	\$ -	\$ -	\$ 12,924
<b>TASK 9.0 Funding/Financing Support</b>														
9.1	Misc. Funding/Financing Support	\$ 1,896	\$ 360	\$ 1,008	\$ 2,496	\$ -	\$ -	\$ 2,928	\$ -	\$ -	\$ -	\$ -	\$ 308	\$ 8,996
9.2	Preliminary and Final Engineers Report	\$ 3,792	\$ 2,880	\$ 1,344	\$ -	\$ -	\$ 3,312	\$ -	\$ -	\$ -	\$ 2,928	\$ -	\$ -	\$ 14,256
	Task Subtotal	\$ 5,688	\$ 3,240	\$ 2,352	\$ 2,496	\$ -	\$ 3,312	\$ 2,928	\$ -	\$ -	\$ 2,928	\$ -	\$ 308	\$ 23,252
<b>TASK 10.0 Utility Coordination</b>														
10.1	Communications Coordination	\$ 237	\$ 360	\$ -	\$ 312	\$ -	\$ 552	\$ -	\$ -	\$ -	\$ -	\$ 348	\$ -	\$ 1,809
10.2	Gas Coordination	\$ 237	\$ 360	\$ -	\$ 312	\$ -	\$ 552	\$ -	\$ -	\$ -	\$ -	\$ 348	\$ -	\$ 1,809
10.3	Power Coordination	\$ 237	\$ 360	\$ -	\$ 312	\$ -	\$ 552	\$ -	\$ -	\$ -	\$ -	\$ 348	\$ -	\$ 1,809
10.4	Water Coordination	\$ 237	\$ 360	\$ -	\$ 312	\$ -	\$ 552	\$ -	\$ -	\$ -	\$ -	\$ 348	\$ -	\$ 1,809
	Task Subtotal	\$ 948	\$ 1,440	\$ -	\$ 1,248	\$ -	\$ 2,208	\$ -	\$ -	\$ -	\$ -	\$ 1,392	\$ -	\$ 7,236
<b>TASK 11.0 Approval Processing/Permitting</b>														
11.1	Placer County Grading Permit	\$ 237	\$ 360	\$ -	\$ 624	\$ -	\$ 1,104	\$ 976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,301
11.2	Construction General Permit	\$ 237	\$ 1,440	\$ -	\$ 1,248	\$ -	\$ 2,760	\$ 4,880	\$ -	\$ -	\$ -	\$ -	\$ 616	\$ 11,181
11.3	California Fish & Wildlife 1600 Permit	\$ 948	\$ 720	\$ -	\$ -	\$ -	\$ -	\$ 1,464	\$ -	\$ -	\$ -	\$ 2,784	\$ -	\$ 5,916
	Task Subtotal	\$ 1,422	\$ 2,520	\$ -	\$ 1,872	\$ -	\$ 3,864	\$ 7,320	\$ -	\$ -	\$ -	\$ 2,784	\$ 616	\$ 20,398



**TASK 11.0 Construction Documents**

<b>Phase 2A West Village</b>													
12.1 50% Design Progress Submittal	\$ 237	\$ 720	\$ 672	\$ 6,240	\$ -	\$ -	\$ 4,880	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 12,981
12.2 90% Design Progress Submittal	\$ 237	\$ 720	\$ 672	\$ 6,240	\$ -	\$ -	\$ 4,880	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 12,981
12.3 100% Design Progress Submittal	\$ 237	\$ 360	\$ 672	\$ 1,248	\$ -	\$ -	\$ 3,660	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 6,409
12.4 Final Plans, Specifications, and Estimate	\$ 237	\$ 360	\$ 672	\$ 1,248	\$ -	\$ -	\$ 3,660	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 6,409
Task Subtotal	\$ 948	\$ 2,160	\$ 2,688	\$14,976	\$ -	\$ -	\$17,080	\$ -	\$ -	\$ -	\$ 928	\$ -	\$ 38,780
<b>Phase 2B West Village</b>													
12.1 50% Design Progress Submittal	\$ 474	\$ 1,440	\$ 336	\$ 4,680	\$ -	\$ -	\$ 4,880	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 12,042
12.2 90% Design Progress Submittal	\$ 474	\$ 1,440	\$ 336	\$ 4,680	\$ -	\$ -	\$ 4,880	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 12,042
12.3 100% Design Progress Submittal	\$ 474	\$ 720	\$ 336	\$ 3,120	\$ -	\$ -	\$ 2,928	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 7,810
12.4 Final Plans, Specifications, and Estimate	\$ 474	\$ 360	\$ 168	\$ 1,560	\$ -	\$ -	\$ 1,952	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 4,746
Task Subtotal	\$ 1,896	\$ 3,960	\$ 1,176	\$14,040	\$ -	\$ -	\$14,640	\$ -	\$ -	\$ -	\$ 928	\$ -	\$ 36,640
<b>Phase 1 East Village</b>													
12.1 50% Design Progress Submittal	\$ 474	\$ 1,440	\$ 336	\$ 4,680	\$ -	\$ -	\$ 4,880	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 12,042
12.2 90% Design Progress Submittal	\$ 474	\$ 1,440	\$ 336	\$ 4,680	\$ -	\$ -	\$ 4,880	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 12,042
12.3 100% Design Progress Submittal	\$ 474	\$ 720	\$ 336	\$ 3,120	\$ -	\$ -	\$ 2,928	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 7,810
12.4 Final Plans, Specifications, and Estimate	\$ 474	\$ 360	\$ 336	\$ 1,560	\$ -	\$ -	\$ 1,952	\$ -	\$ -	\$ -	\$ 232	\$ -	\$ 4,914
Task Subtotal	\$ 1,896	\$ 3,960	\$ 1,344	\$14,040	\$ -	\$ -	\$14,640	\$ -	\$ -	\$ -	\$ 928	\$ -	\$ 36,808

**TASK 13.0 Bidding Support**

<b>Phase 2A West Village</b>													
13.1 Assistance During Bidding	\$ -	\$ -	\$ -	\$ 312	\$ -	\$ -	\$ 244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 556
13.2 Attend Pre-Bid Conference	\$ -	\$ -	\$ -	\$ 312	\$ -	\$ -	\$ 244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 556
13.3 Attend Bid Opening	\$ -	\$ -	\$ -	\$ 156	\$ -	\$ -	\$ 122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278
13.4 Prepare Conformed Plans and Specifications	\$ -	\$ -	\$ -	\$ 156	\$ -	\$ -	\$ 122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278
Task Subtotal	\$ -	\$ -	\$ -	\$ 936	\$ -	\$ -	\$ 732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,668
<b>Phase 2B West Village</b>													
13.1 Assistance During Bidding	\$ -	\$ -	\$ -	\$ 312	\$ -	\$ -	\$ 244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 556
13.2 Attend Pre-Bid Conference	\$ -	\$ -	\$ -	\$ 312	\$ -	\$ -	\$ 244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 556
13.3 Attend Bid Opening	\$ -	\$ -	\$ -	\$ 156	\$ -	\$ -	\$ 122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278
13.4 Prepare Conformed Plans and Specifications	\$ -	\$ -	\$ -	\$ 156	\$ -	\$ -	\$ 122	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278
Task Subtotal	\$ -	\$ -	\$ -	\$ 936	\$ -	\$ -	\$ 732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,668
<b>Phase 1 East Village</b>													
13.1 Assistance During Bidding	\$ -	\$ -	\$ -	\$ 312	\$ -	\$ 276	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 588
13.2 Attend Pre-Bid Conference	\$ -	\$ -	\$ -	\$ 312	\$ -	\$ 276	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 588
13.3 Attend Bid Opening	\$ -	\$ -	\$ -	\$ 156	\$ -	\$ 138	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294
13.4 Prepare Conformed Plans and Specifications	\$ -	\$ -	\$ -	\$ 156	\$ -	\$ 138	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294
Task Subtotal	\$ -	\$ -	\$ -	\$ 936	\$ -	\$ 828	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,764
Total Cost	\$27,018	\$31,680	\$14,784	\$56,472	\$ -	\$14,352	\$58,804	\$10,128	\$ -	\$ 8,784	\$ 9,744	\$ 3,080	\$234,846

ATTACHMENT "D"



**2023**  
**Standard Hourly Rate Schedule**

STAFF TYPE	HOURLY RATE RANGE*
Principal Engineer/Surveyor	237
Associate Engineer/Surveyor	168-188
Project Manager	169-180
Project Engineer/Surveyor	138-168
Staff Engineer/Surveyor	122-141
Engineering/Survey Technician	120-138
Environmental Planner	116-127
Project/Administration Support	64-90
Construction Inspector	141
Survey Crews	174-296
Two-Person Crew (Prevailing Wage)	296
Two-Person Crew	219
One-Person Crew (Prevailing Wage)	211
One-Person Crew	174
Expert Witness Fees (PE/PLS Only)	
Travel	1.3 x hourly rate
Preparation, file reviews	2.5 x hourly rate
Trial time, depositions	3.0 x hourly rate
Reimbursables	
Outside technical and professional services, sub-consultants	Cost + 10%
Prints, copies, B&W/color plots, photographic reproduction, and other direct expenses.	Cost + 15%
Mileage for inspections and job site visits will be billed at the current IRS Standard	

\*Rates for specific staff within each range type are identified in project proposals.

Attachment "E"  
Project Schedule

EXHIBIT "E"

Donner Summit Public Utility District Sugar Bowl Owners Sewer -Phase 1, Phase 2A, and Phase 2B

Job No. 77.02B

				Start Date		Jan 18, 2023																							
Month				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
Task	Progress (% Complete)	Start	End	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24		
<b>Authorization to Proceed</b>	0%	1/18/23	6/1/24	▲																									
<b>Task 2 Background Information Review</b>	0%	3/1/23	3/22/23			▨																							
<b>Task 3 Surveys and Mapping</b>	90%	NA	NA						▨																				
<b>Task 4 Preliminary Evaluation and Design</b>	100%	NA	NA																										
Task 4.1 Draft Preliminary Design (25%)	100%	NA	NA																										
Task 4.2 Draft Preliminary Design Report (PDR)	100%	NA	NA																										
Task 4.2 Draft Preliminary Design Report -DSPUD & Board Review	100%	NA	NA																										
Task 4.2 Final Preliminary Design Report	100%	NA	NA																										
<b>Task 5.0 Geotechnical Investigation-Supplemental</b>	90%	6/1/23	6/30/23						▨																				
<b>Task 6.0 Public Participation</b>	0%	4/1/23	4/21/23				▨																						
Task 6.1 Attend Public Meetings	0%	5/1/23	5/16/23					▨																					
Task 6.2 Public Meeting Materials	0%	4/1/23	5/1/23					▨																					
<b>Task 7 CEQA Compliance</b>	40%	1/18/23	6/8/23	▨	▨	▨	▨	▨	▨	▨																			
Task 7.1 Project Initiation and Project Description Draft	0%	1/18/23	2/22/23	▨	▨																								
Task 7.1 Project Initiation and Project Description Draft Review	0%	2/22/23	3/1/23		▨																								
<b>Task 7.2 Technical Studies</b>	100%	NA	NA																										
Task 7.2.1 Biological-Aquatic Resources Study Draft	100%	NA	NA																										
Task 7.2.1 Biological-Aquatic Resources Study Draft Review	100%	NA	NA																										
Task 7.2.1 Biological-Aquatic Resources Study Final BRA	100%	NA	NA																										
Task 7.3 Cultural Resources Assessment Draft	100%	NA	NA																										
Task 7.3 Cultural Resources Assessment Final	100%	NA	NA																										
Task 7.3 AB52 Consultation - Response Period	90%	3/1/23	3/8/23			▨																							
Task 7.3 AB52 Consultation and Action Items (If necessary)	0%	3/8/23	3/15/23			▨																							
Task 7.5 Administrative Draft Initial Study	0%	2/1/23	4/9/23		▨	▨	▨	▨																					
Task 7.5 Administrative Draft Initial Study-Review	0%	4/9/23	4/16/23				▨																						
DSPUD Board Approve CEQA Document		4/18/23	4/18/23				▲																						
Task 7.6 Draft Initial Study-Public Review	0%	4/23/23	5/23/23					▨																					
Task 7.7 Mitigation Monitoring and Reporting Program (If necessary)	0%	6/1/23	6/8/23						▨																				

Donner Summit Public Utility District Sugar Bowl Owners Sewer -Phase 1, Phase 2A, and Phase 2B

Job No. 77.02B

				Start Date		Jan 18, 2023																							
Month				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
Task	Progress (% Complete)	Start	End	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24		
<b>Task 8.0 Easement Plats and Descriptions</b>		<b>10/1/23</b>	<b>2/28/24</b>																										
Task 8.1 Draft Easement Plats and Descriptions	0%	10/1/23	10/15/23																										
DSPUD and Board Review	0%	10/17/23	10/17/23																										
Task 8.2 Final Easement Plats and Descriptions	0%	10/18/23	11/1/23																										
DSPUD Appraisals (by others)	0%	11/4/23	11/15/23																										
DSPUD Offer Letters (by others)	0%	11/18/23	11/29/23																										
DSPUD Negotiations (by others)	0%	12/2/23	12/13/23																										
DSPUD Homeowners Agreements (by others)	0%	12/16/23	12/27/23																										
<b>Task 9.0 Funding/Financing Support</b>	0%	<b>2/27/23</b>	<b>3/29/23</b>																										
Task 9.1 Misc. Funding/Financing Support	0%	2/27/23	3/29/23																										
Task 9.2 Engineers Report	0%	2/27/23	3/29/23																										
DSPUD Board Resolution Ordering Engineer's Report (?)	0%	2/21/23	2/21/23																										
DSPUD Board Accept Engineer's Report and Initiate Proceedings	0%	4/18/23	4/18/23																										
DSPUD Board Hearing Notice	0%	4/25/23	6/9/23																										
DSPUD Board Hearing	0%	6/20/23	6/20/23																										
DSPUD Board Private Financing	0%	6/20/23	8/19/23																										
Loan Fund	0%	8/19/23	8/26/23																										
<b>Task 10.0 Utility Coordination</b>	0%	<b>3/1/23</b>	<b>3/19/23</b>																										
<b>Task 11.0 Approval Processing/Permitting</b>		<b>10/2/23</b>	<b>1/30/24</b>																										
Task 11.1 Placer County Grading Permit	0%	10/2/23	1/30/24																										
Task 11.2 Construction General Permit	0%	10/2/23	10/23/23																										
Obtain Resource Agency Permits Cal F&W, USCOE, Lahontan	0%	7/1/23	8/30/23																										
USCOE Nationwide #58-Up to 6 months	0%	2/17/23	8/16/23																										
<b>Task 12.0 Construction Documents</b>		<b>6/1/23</b>	<b>11/21/23</b>																										
<u>Phase 1, 2A, and 2B</u>																													
Task 12.1 - 50% Design Progress Submittal	0%	7/1/23	8/5/23																										
DSPUD - 50% Design Progress Submittal-Review	0%	8/5/23	8/12/23																										
Task 12.2 - 90% Design Progress Submittal	0%	8/12/23	9/26/23																										
DSPUD - 90% Design Progress Submittal-Review	0%	9/26/23	10/3/23																										
Task 12.3 - 100% Design Submittal	0%	10/17/23	10/31/23																										
Task 12.3 - 100% Design Submittal-Review	0%	10/31/23	11/7/23																										
Task 12.4 Final Plans, Specifications, and Estimate (PS&E)	0%	11/7/23	11/21/23																										
DSPUD Final Plans, Specifications, and Estimate (PS&E)-Review	0%	11/21/23	11/21/23																										

Donner Summit Public Utility District Sugar Bowl Owners Sewer -Phase 1, Phase 2A, and Phase 2B

Job No. 77.02B

				Start Date		Jan 18, 2023																							
Month				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
				'23	'23	'23	'23	'23	'23	'23	'23	'23	'23	'23	'23	'23	'24	'24	'24	'24	'24	'24	'24	'24	'24	'24	'24		
Task	Progress (% Complete)	Start	End																										
<b>Task 13.0 Bidding Support</b>		<b>11/21/23</b>	<b>11/22/23</b>																										
<b>Bid</b>	0%	11/22/23	12/13/23																										
<b>Award</b>	0%	2/18/24	2/18/24																										
<b>Notice to Proceed</b>		2/25/24	2/25/24																										
<b>Construct Project</b>		5/1/24	9/8/24																										

AGREEMENT BETWEEN DONNER SUMMIT PUBLIC UTILITY DISTRICT  
AND AUERBACH ENGINEERING CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES

INTRODUCTION

WHEREAS, Donner Summit Public Utility District (hereinafter referred to as "District") has the need for the PROFESSIONAL services of Auerbach Engineering Corporation (hereinafter referred to as "Contractor") for Sugar Bowl West and East Village Sewer Engineering Services , and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District those services and work set forth in **Attachment A**, attached hereto and by reference incorporated herein. The Scope of Work includes services needed to prepare a engineering report suitable for forming a financing district, construction documents, environmental clearance, and permitting for Sugar Bowl West and East Village Sewer Project.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and District laws, ordinances, resolutions, and directions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from February 22, 2023 to December 31, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay Contractor in accordance with the Schedule of Fees and work described in Attachments A and B which are performed by Contractor at the District's request.

B. Travel and per diem. District shall not reimburse Contractor for the travel expenses and per diem.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement shall not exceed two hundred ninety-two thousand one hundred sixteen Dollars (\$292,116) (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, at achieved milestones, an itemized statement of all hours spent by Contractor in performing services and work described in **Attachment A**, which were done at the District's request. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Upon timely receipt of the statement, the District shall make payment to Contractor within fifteen (15) days.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the District. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with District to ensure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. PREVAILING WAGES.**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in **Attachment A** to this Agreement. District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for other costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.



**8. DISTRICT PROPERTY.**

A. Personal Property of District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the District.

**9. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. Donner Summit Public Utility District, its agents, officers, employees, and volunteers shall be named as additional insured, or a waiver of subrogation shall be provided.

**10. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **D** and with the provisions specified in that attachment.

**11. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in **Attachment A**, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as employees of District.

**12. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless District, its agents, officers, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees.

Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, District shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of District, its officers, employees, or volunteers.

**13. CANCELLATION.**

This Agreement may be canceled by District without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to District.

**14. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, municipal, and District law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**15. ASSIGNMENT.**

This is an agreement for the services of Contractor. District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by District

in a timely manner, or fails in any way as required to conduct the work and services as required by District, District may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**19. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, county, and District laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the District. Any disclosure of confidential information by Contractor without the District's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

**20. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict interest statement if requested by the District. District will notify Contractor, if such a request is made, of Contractor's disclosure category under the conflict of interest laws.

**21. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the District, or who has been an adverse party in litigation with the District, and concerning such, Contractor by virtue of this Agreement has gained access to the District's confidential, privileged, protected, or proprietary information.

**22. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, county, or District statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**23. FUNDING LIMITATION.**

The ability of District to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, District has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**24. ATTORNEY'S FEES.**

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

**25. ARBITRATION OF DISPUTES**

Any dispute arising between the Contractor and District shall be resolved by binding arbitration in accordance with the rules of JAMS or Code of Civil Procedure §1280, et seq. and in accordance with the following provisions:

The arbitrator shall be empowered to order the losing party in the arbitration to reimburse the prevailing party for all expenses incurred in connection with the arbitration, including without limitation the arbitrator's fees and reasonable attorney fees and costs.

Contractor acknowledges the following regarding arbitration:

- A. The parties are waiving their right to a jury trial and to seek remedies available in court proceedings;
- B. Pre-arbitration discovery is generally more limited than and different from court proceedings;
- C. The arbitrator's award is not required to include factual findings or legal reasoning; and
- D. Any party's right to appeal or to seek modification of the award is strictly limited and that the award is final and binding on the parties.

By signing this Agreement, Contractor acknowledges that such binding arbitration may deprive them of various rights that they otherwise might have in a legal action, including without limitation the right to a jury trial, the right to appeal, and full discovery rights.

**26. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**27. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or District shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

Attn: Steven Palmer  
PO Box 610  
Soda Springs, CA 95728

**Contractor: Auerbach Engineering Corporation**

Attn: Walter R. Auerbach  
645 West Lake Boulevard Suite 1, Box 5399  
Tahoe City, CA 96145

**28. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

///

///

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 9th DAY OF February, 2023.

**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

**AUERBACH ENGINEERING CORPORATION**

By: Steven Palmer, General Manager  
\_\_\_\_\_

PRINT NAME

\_\_\_\_\_  
SIGNATURE

By: Walter Auerbach  
\_\_\_\_\_

PRINT NAME

  
\_\_\_\_\_  
SIGNATURE

Dated: \_\_\_\_\_

Dated: Feb 9, 2023  
\_\_\_\_\_

**ATTACHMENT A**

**AGREEMENT BETWEEN  
DONNER SUMMIT PUBLIC UTILITY DISTRICT  
AND AUERBACH ENGINEERING CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

**TERM:**

**FROM: FEBRUARY 22, 2023 TO: DECEMBER 31, 2024**

**SCOPE OF WORK**

The work performed through this contract agreement will be coordinated through the General Manager. Scope of work is described below:

The Scope of Services anticipated as part of this proposal includes work necessary to prepare an engineering report suitable for forming a financing district, construction documents, environmental clearance, and permitting for Sugar Bowl West and East Village Sewer Project. The scope include the following tasks as detailed in the attached Auerbach Engineering Corporation proposal dated January 11, 2023:

- Task 1 – Project Management
- Task 2 – Background Information Review
- Task 3 – Surveys and Mapping
- Task 4 – Not Used
- Task 5 – Geotechnical Investigation
- Task 6 – Public Participation
- Task 7 – CEQA Compliance
- Task 8 – Easement Plats and Descriptions
- Task 9 – Assessment District Engineering
- Task 10 – Utility Coordination
- Task 11 – Approval Processing/Permitting
- Task 12 – Construction Documents
- Task 13 – Bidding Support

**ATTACHMENT B**

**AGREEMENT BETWEEN  
DONNER SUMMIT PUBLIC UTILITY DISTRICT  
AND AUERBACH ENGINEERING CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

**TERM:**

**FROM: FEBRUARY 22, 2023 TO: DECEMBER 31, 2024**

**SCHEDULE OF FEES**

<b>Task</b>	<b>Name</b>	<b>Budget</b>
1	Project Management	\$ 23,238
2	Background Information Review	\$ 3,109
3	Surveys and Mapping	\$ 14,532
4	Not Used	--
5	Geotechnical Investigation	\$ 26,620
6	Public Participation	\$ 12,829
7	CEQA Compliance	\$ 29,900
8	Easement Plats and Descriptions	\$ 12,924
9	Funding/Financing Support	\$ 23,252
10	Utility Coordination	\$ 7,236
11	Approval Processing/Permitting	\$ 20,398
12	Construction Documents – Phase 2A	\$ 38,780
12	Construction Documents – Phase 2B	\$ 36,640
12	Construction Documents – Phase 21	\$ 36,808
13	Bidding Support – Phase 2A	\$ 1,668
13	Bidding Support – Phase 2B	\$ 1,668
13	Bidding Support – Phase 1	\$ 1,764
--	Other Direct Costs	\$ 750
<b>Total</b>		<b>\$292,116</b>

**ATTACHMENT C**

**AGREEMENT BETWEEN  
DONNER SUMMIT PUBLIC UTILITY DISTRICT  
AND AUERBACH ENGINEERING CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

**TERM:**

**FROM: FEBRUARY 22, 2023 to DECEMBER 31, 2024**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Travel and per diem costs will not be paid for by the District. The District will only pay for items identified in Attachment B – Schedule of Fees



**ATTACHMENT D**

**AGREEMENT BETWEEN  
DONNER SUMMIT PUBLIC UTILITY DISTRICT  
AND AUERBACH ENGINEERING CORPORATION  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

**TERM:**

**FROM: FEBRUARY 22, 2023 to DECEMBER 31, 2024**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
*(Not required if Contractor provides written verification it has no employees)*
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

***Additional Insured Status***

**The District, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the District.**

**Waiver of Subrogation**

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

**Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

**Verification of Coverage**

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



# CERTIFICATE OF LIABILITY INSURANCE

February 21, 2023

Agenda Item: 8C (MM/DD/YYYY)

2/9/2023

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

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

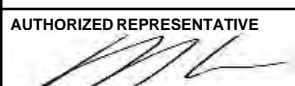
<b>PRODUCER</b> (HD) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596  License#: 0564249 AUERENG-01	<b>CONTACT NAME:</b> Sarah Field <b>PHONE (A/C, No, Ext):</b> 925-934-8500 <b>E-MAIL ADDRESS:</b> sarahf@heffins.com	<b>FAX (A/C, No):</b> 925-934-8278	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Auerbach Engineering Corporation PO Box 5399 Tahoe City CA 96145	<b>INSURER A:</b> The Travelers Indemnity Company of Connecticut		25682
	<b>INSURER B:</b> Travelers Property Casualty Company of America		25674
	<b>INSURER C:</b> Property and Casualty Insurance Company of Hartford		34690
	<b>INSURER D:</b> Travelers Casualty and Surety Company of America		31194
	<b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 579210038 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6800S7838912247	4/1/2022	4/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA0S7839342247G	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP0S7841812247	4/1/2022	4/1/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECAL1RCN	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			105424557	4/1/2022	4/1/2023	Aggregate Per Claim 2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Project: West and East Village Sewer Engineering Services  
Donner Summit Public Utility District is included as additional insured on the General Liability policy per the attached endorsement, if required.

<b>CERTIFICATE HOLDER</b>  Donner Summit Public Utility District PO BOX 610 Soda Spring CA 95728	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft – 75 Feet Long Or Less
- B. Who Is An Insured – Unnamed Subsidiaries
- C. Who Is An Insured – Retired Partners, Members, Directors And Employees
- D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured – Controlling Interest
- G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments – Increased Limit
- L. Amendment Of Excess Insurance Condition – Professional Liability
- M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
- N. Contractual Liability – Railroads

### PROVISIONS

#### A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
  - (a) 75 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

#### B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

**(1) "Bodily injury":**

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**(2) "Personal injury":**

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

**(3) "Property damage" to property:**

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

COMMERCIAL GENERAL LIABILITY

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust; as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

**I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. INCIDENTAL MEDICAL MALPRACTICE**

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

COMMERCIAL GENERAL LIABILITY

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:  
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:  
**Sale Of Pharmaceuticals**  
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
- 5. The following is added to the **DEFINITIONS** Section:  
"Incidental medical services" means:
  - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:  
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;  
subsequent to the signing of that contract or agreement.



**RESOLUTION NO. 2023-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT DISPENSING WITH THE FORMAL REQUEST FOR PROPOSAL PROCEDURE AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AUERBACH ENGINEERING CORPORATION IN THE AMOUNT OF \$292,116 FOR ENGINEERING SERVICES FOR THE SUGAR BOWL WEST AND EAST VILLAGE SEWER PROJECT**

**WHEREAS**, Donner Summit Public Utility District (DSPUD) desires professional engineering services to prepare engineering documents required to form a financing district for the Sugar Bowl West and East Village Sewer Projects; and

**WHEREAS**, DSPUD desires professional engineering services to prepare construction documents, obtain environmental clearance, and secure required permits for the Sugar Bowl West and East Village Projects; and

**WHEREAS**, Auerbach Engineering Corporation has provided a substantial amount of work on this Project previously, including environmental and geotechnical studies, master plan, preliminary design report, conceptual engineering plans, and draft environmental document; and

**WHEREAS**, the previous agreement with Auerbach was put on hold in late 2021; and

**WHEREAS**, Auerbach has provided a proposal to continue to the work that was paused in late 2021 and provide the desired engineering services for a not to exceed amount of \$292,116; and

**WHEREAS**, Auerbach has completed a significant amount of work on this Project and changing engineers at this time would result in additional Project costs and delays; and

**WHEREAS**, two property owners benefiting from the West Village Sewer need the first segment of the West Village Sewer (Phase 2A) completed no later than Fall 2024 to complete their residential remodels on time; and

**WHEREAS**, a formal request for proposal (RFP) procedure would take additional time that would likely delay completion of West Village Sewer Phase 2A until after Fall 2024.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE** that compliance with the formal RFP procedure described in Board Policy 3080 Procurement and Purchasing Policy is not in the best interest of DSPUD and hereby approves with dispensing with the formal RFP procedure for this agreement.

**BE IT FURTHER RESOLVED** that the Professional Services Agreement with Auerbach Engineering Corporation for the Sugar Bowl West Village and East Village Sewer (Sugar Bowl Owner's Sewer Plans-Phase 1, Phase 2A, and Phase 2B) in the amount of \$292,116 is approved.

**BE IT FURTHER RESOLVED** that the General Manager is authorized to execute the Professional Services Agreement.

**PASSED AND ADOPTED** by the Board of Directors of Donner Summit Public Utility District, this 21st day of February 2023, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: \_\_\_\_\_  
Cathy Preis  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Dawn Parkhurst  
Secretary of the Board

## Agenda Item: 8D



## STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager *SP*

**SUBJECT:** Second Quarter FY2022-2023 Budget to Actual Report and Budget Amendment No. 1

---

### **RECOMMENDATION**

Receive Second Quarter FY2022-2023 budget to actual report from the General Manager, and approve mid-year budget amendment.

### **BACKGROUND**

To provide timely information to the Board and the public, this report provides a comparison of approved operating budget to actual revenues and expenditures for the Second Quarter of Fiscal Year 2022-2023. The comparison is presented in Attachment 1, and any material differences are discussed in this Staff Report.

### **DISCUSSION**

After the second quarter of the fiscal year, total revenue is 47% of the budgeted amount; with water revenue at 48%, sewer revenue at 51%, and wastewater treatment revenue at 45%.

Two quarters of the way through the fiscal year total expenses are 57% of the budgeted amount; with water expenses at 42%, sewer expenses at 36%, and wastewater treatment expenses at 67%. Sewer expenses are less than 50% due to a large portion of the budgeted expenses, \$90,678, is reserved for capital projects which have not yet started. After excluding the capital project expenses, the sewer expenses are 48% of the budgeted amount. Wastewater treatment expenses are more than 50% because the annual wastewater treatment plant loan payment was made during this quarter. The loan payment is paid in one lump sum and not paid at regular intervals. The expense detail for wastewater treatment shows that the percent of budget expended is heavily influenced by this long-term debt payment. This item accounts for 33% of the wastewater treatment expense budget. After excluding the long-term debt payment, the wastewater treatment plant expenses are 50% of the budgeted amount.

### **ANALYSIS**

While the Second Quarter actual revenues are still within budget, there are several items that will impact revenue for this fiscal year:

1. The District will receive \$50,488 as a grant from the State of California Office of Emergency Services to help with response and repairs related to the 2021 Winter Storm Emergency (State Disaster Number 2022-03). A portion of this revenue was posted to last fiscal year, however \$27,388.35 will be recognized this fiscal year. This was not included in the adopted budget and will increase revenue.
2. Actual revenue from Sierra Lakes County Water District (SLCWD) for annual Total Cost for Maintenance and Operation (TCM&O) of the wastewater treatment plant will be \$512,570. This revenue was estimated as \$381,152 in the approved budget. This is an increase of \$131,418.

3. The budget includes \$15,000 in grant revenue from Placer County Water Agency (PCWA) for the water supply resiliency study. The District will receive reimbursement from PCWA after the invoices are paid by the District. Based on current project schedule, the District is projected to receive \$6,500 in FY22/23 and \$8,500 in FY23/24. The result is a decrease in FY22/23 revenue of \$8,500.

Additionally, there are eight items that will likely cause expenses to exceed the budgeted amount during the remainder of the fiscal year:

1. The budget included \$8,760 for the purchase of snow tracks and a trailer to haul materials to and from the water treatment plant. The actual cost of the tracks and trailer was \$12,001.49.
2. As approved by the Board at the September 20, 2002 Board meeting, the ultraviolet (UV) lamps required for the wastewater treatment plant disinfection system are being replaced this year. The cost of replacing the UV lamps was not in the approved budget. The actual cost of the lamps is \$20,790.23, and SLCWD is responsible for 30.2% of the cost (\$6,278).
3. The budget included \$2,670 for the maintenance contract associated with the wastewater treatment plant UV disinfection system. The actual cost was determined to be \$7,494.
4. The budget included \$15,000 to video and clean sewers on Donner Pass Road. This work took slightly longer than expected and the actual cost was \$18,500.
5. Remaining contract amount of \$14,440 for Hansford Economic Consulting's work on the wastewater capacity fee study and Sugar Bowl Infrastructure Fee Study.
6. Remaining contract amount of \$3,909 for assistance from CPS HR with the employee manual.
7. Two replacement membrane permeate pumps for the wastewater treatment plant in the amount of \$48,364.45. SLCWD is responsible for 30.2% of the cost (\$14,606.06) as presented in a separate staff report at the meeting on February 21, 2023.
8. Overtime costs are trending higher than expected due to unforeseen callouts and staff sick leave. Overtime costs are forecast to exceed the budget by \$11,477.

### **FISCAL IMPACT**

A Budget Amendment is proposed and included as Attachment 3. The amendment increases total revenue by \$171,190.97; and increases total budgeted expenditures by \$110,505.36.

### **CEQA ASSESSMENT**

This is not a CEQA Project

### **ATTACHMENTS**

1. Second Quarter FY2022-2023 Budget to Actual Comparison
2. Presentation
3. Budget Amendment
4. Resolution 2023-05

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2022/2023 BUDGET  
 Second Quarter Update

ALL DEPARTMENTS SUMMARY

	FY22-23 Budget	Actual 12/31/2022	Percent Complete	Remaining Budget
<b>Water Revenue</b>				
Water Program Revenue	\$ 674,277	\$ 347,728	52%	\$ 326,549
Water General Revenue	45,213	-	0%	\$ 45,213
<i>Total Water Revenue</i>	<u>\$ 719,490</u>	<u>\$ 347,728</u>	<u>48%</u>	<u>\$ 371,762</u>
<b>Wastewater Revenue</b>				
Wastewater Program Revenue	\$ 2,628,214	\$ 1,387,098	53%	\$ 1,241,116
Wastewater General Revenue	389,512	2,550	1%	\$ 386,962
<i>Total Wastewater Revenue</i>	<u>\$ 3,017,726</u>	<u>\$ 1,389,648</u>	<u>46%</u>	<u>\$ 1,628,078</u>
<b>Administration Revenue</b>				
Admin Program Revenue	\$ -	\$ -		\$ -
Admin General Revenue	6,500	5,037	77%	\$ 1,463
<i>Total Administration Revenue</i>	<u>\$ 6,500</u>	<u>\$ 5,037</u>	<u>77%</u>	<u>\$ 1,463</u>
<b>Total Revenues</b>	<b>\$ 3,743,716</b>	<b>\$ 1,742,413</b>	<b>47%</b>	<b>\$ 2,001,303</b>
<b>Water Expenses</b>				
Salaries and Benefits	\$ 184,152	\$ 92,481	50%	\$ 91,671
Materials, Supplies, Services	248,915	99,506	40%	\$ 149,409
Debt Service	39,843	9,094	23%	\$ 30,749
Capital Equipment	8,760	12,857	147%	\$ (4,097)
Capital Projects	32,473	-	0%	\$ 32,473
<i>Total Water Expenses</i>	<u>\$ 514,143</u>	<u>\$ 213,937</u>	<u>42%</u>	<u>\$ 300,206</u>
<b>Wastewater Expenses</b>				
Salaries and Benefits	\$ 652,902	\$ 331,625	51%	\$ 321,277
Materials, Supplies, Services	1,062,510	502,887	47%	\$ 559,624
Debt Service	739,441	729,316	99%	\$ 10,125
Capital Equipment	5,740	24,687	430%	\$ (18,947)
Capital Projects	90,678	-	0%	\$ 90,678
<i>Total Wastewater Expenses</i>	<u>\$ 2,551,271</u>	<u>\$ 1,588,515</u>	<u>62%</u>	<u>\$ 962,756</u>
<b>Admin Expenses</b>				
Salaries and Benefits	\$ 388,470	\$ 178,891	46%	\$ 209,579
Board Expenses	67,907	33,949	50%	\$ 33,958
Materials, Supplies, Services	208,297	120,301	58%	\$ 87,996
Debt Service	-	-		
Capital Equipment	-	-		
Capital Projects	-	-		
<i>Total Admin Expenses</i>	<u>\$ 664,674</u>	<u>\$ 333,141</u>	<u>50%</u>	<u>\$ 331,533</u>
<b>Total Expenses</b>	<b>\$ 3,730,088</b>	<b>\$ 2,135,593</b>	<b>57%</b>	<b>\$ 1,594,496</b>

**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

**FISCAL YEAR 2022/2023 BUDGET**  
**Second Quarter Update**

**WATER SUMMARY**

	<b>FY22-23 Budget</b>	<b>Actual 12/31/2022</b>	<b>Percent Complete</b>	<b>Remaining Budget</b>
<b>Program Revenue</b>				
Water fees	\$ 622,878	\$ 313,755	50%	\$ 309,123
Connection fees	-	8,500		(8,500)
Recycled water sales	-	-		
Big Bend Debt Service				
Big Bend Service Fees	30,627	15,087	49%	15,540
Big Bend Assessment	\$ 20,772	\$ 10,386	50%	10,386
<i>Total Program Revenue</i>	<u>\$ 674,277</u>	<u>\$ 347,728</u>	<u>52%</u>	<u>\$ 326,549</u>
<b>General Revenues</b>				
Property tax	\$ 30,213	\$ -	0%	30,213
Misc & Grants (PCWA)	15,000	-	0%	15,000
<i>Total General Revenues</i>	<u>\$ 45,213</u>	<u>\$ -</u>	<u>0%</u>	<u>\$ 45,213</u>
<b>Total Revenues</b>	<b>\$ 719,490</b>	<b>\$ 347,728</b>	<b>48%</b>	<b>\$ 371,762</b>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2022/2023 BUDGET  
Second Quarter Update

WATER SUMMARY

	FY22-23 Budget	Actual 12/31/2022	Percent Complete	Remaining Budget
<b>Expenses</b>				
Salaries	\$ 123,158	\$ 62,407	51%	60,751
Overtime	\$ 6,086	\$ 7,769	128%	(1,683)
Medical/Dental/Life Insurance	\$ 25,633	\$ 13,249	52%	12,384
Long Term Disability	\$ 1,550	\$ 753	49%	797
Retirement	\$ 6,883	\$ -	0%	6,883
Clothing Allowance	\$ 792	\$ -	0%	792
Payroll Tax	\$ 10,661	\$ 5,041	47%	5,620
W/C Insurance	\$ 9,389	\$ 3,262	35%	6,127
<i>Salaries &amp; Benefits</i>	<b>\$ 184,152</b>	<b>\$ 92,481</b>	<b>50%</b>	<b>\$ 91,671</b>
Professional fees	73,000	3,165	4%	69,835
Dues and subscriptions	680	-	0%	680
Fees, permits, certifications, leases	14,680	1,187	8%	13,493
Training, education, travel	1,000	260	26%	740
Travel	-	-	-	-
Insurance	40,429	20,215	50%	20,214
Office supplies and miscellaneous	550	-	0%	550
Utilities, communications, telemetry	48,470	22,492	46%	25,978
Chemicals and lab supplies	22,800	25,633	112%	(2,833)
Laboratory testing	2,020	560	28%	1,460
Equipment maintenance and repair	5,600	9,050	162%	(3,450)
Small equipment and rental	2,820	-	0%	2,820
Interest expense	-	-	-	-
Operating supplies	3,380	90	3%	3,290
Vehicle maintenance, repair, fuel	9,106	-	0%	9,106
Facility maintenance and repair	24,380	16,855	69%	7,525
<i>Materials, Supplies, Services</i>	<b>\$ 248,915</b>	<b>\$ 99,506</b>	<b>40%</b>	<b>\$ 149,409</b>
Angela WTP Loan P&I	\$ 18,188	\$ 9,094	50%	9,094
Big Bend Debt Service	21,655	-	0%	21,655
<i>Debt Service</i>	<b>\$ 39,843</b>	<b>\$ 9,094</b>	<b>23%</b>	<b>\$ 30,749</b>
Capital Equipment	\$ 8,760	\$ 12,857	147%	\$ (4,097)
Capital Projects	32,473	-	-	32,473
<b>Total Expenses</b>	<b>\$ 514,143</b>	<b>\$ 213,937</b>	<b>42%</b>	<b>\$ 300,206</b>



**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

**FISCAL YEAR 2022/2023 BUDGET  
Second Quarter Update**

**SEWER SUMMARY**

	<b>FY22-23 Budget</b>	<b>Actual 12/31/2022</b>	<b>Percent Complete</b>	<b>Remaining Budget</b>
<b>Program Revenue</b>				
Sewer rates	\$ 459,844	\$ 234,955	51%	\$ 224,890
Connection fees		10,123		
<i>Total Program Revenue</i>	<u>\$ 459,844</u>	<u>\$ 245,078</u>	<u>53%</u>	<u>\$ 214,767</u>
<b>General Revenues</b>				
Property tax	\$ 20,353	\$ -	0%	\$ 20,353
CalOES 2021 Winter Storm / Misc		-		
<i>Total General Revenues</i>	<u>\$ 20,353</u>	<u>\$ -</u>	<u>0%</u>	<u>\$ 20,353</u>
<b>Total Revenues</b>	<b>\$ 480,197</b>	<b>\$ 245,078</b>	<b>51%</b>	<b>\$ 235,120</b>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2022/2023 BUDGET  
Second Quarter Update

SEWER SUMMARY

	FY22-23 Budget	Actual 12/31/2022	Percent Complete	Remaining Budget
<b>Expenses</b>				
Salaries	\$ 103,565	\$ 52,915	51%	\$ 50,650
Overtime	\$ 5,118	\$ 6,533	128%	\$ (1,415)
Medical/Dental/Life Insurance	\$ 21,555	\$ 9,741	45%	\$ 11,814
Long Term Disability	\$ 1,303	\$ 633	49%	\$ 670
Retirement	\$ 5,788		0%	\$ 5,788
Clothing Allowance	\$ 666		0%	\$ 666
Payroll Tax	\$ 8,966	\$ 4,431	49%	\$ 4,535
W/C Insurance	\$ 7,895	\$ 3,568	45%	\$ 4,327
<i>Salaries &amp; Benefits</i>	<u>\$ 154,856</u>	<u>\$ 77,820</u>	<u>50%</u>	<u>\$ 77,036</u>
Professional fees	-	912		\$ (912)
Dues and subscriptions	-			\$ -
Fees, permits, certifications, leases	3,460	351	10%	\$ 3,109
Training, education, travel	300		0%	\$ 300
Travel	-			\$ -
Insurance	33,997	16,999	50%	\$ 16,999
Office supplies and miscellaneous	550	186	34%	\$ 364
Utilities, communications, telemetry	30,293	12,132	40%	\$ 18,161
Chemicals and lab supplies	500		0%	\$ 500
Laboratory testing	-			\$ -
Equipment maintenance and repair	1,600		0%	\$ 1,600
Small equipment and rental	-			\$ -
Sludge removal	-			\$ -
Infiltration - Inflow	15,000	18,501	123%	\$ (3,501)
Operating supplies	3,500	271	8%	\$ 3,229
Vehicle maintenance, repair, fuel	19,026	-	0%	\$ 19,026
Facility maintenance and repair	2,000	428	21%	\$ 1,572
<i>Materials, Supplies, Services</i>	<u>\$ 110,226</u>	<u>\$ 49,779</u>	<u>45%</u>	<u>\$ 60,447</u>
Interest				\$ -
Long Term Debt				\$ -
<i>Debt Service</i>	<u>\$ -</u>	<u>\$ -</u>		
Capital Equipment	\$ 1,263	\$ 855	68%	\$ 408
Capital Projects	90,678		0%	\$ 90,678
<b>Total Expenses</b>	<u><b>\$ 357,023</b></u>	<u><b>\$ 128,455</b></u>	<u><b>36%</b></u>	<u><b>\$ 228,568</b></u>

**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

**FISCAL YEAR 2022/2023 BUDGET  
Second Quarter Update**

**WASTEWATER TREATMENT PLANT SUMMARY**

	<b>FY22-23 Budget</b>	<b>Actual 12/31/2022</b>	<b>Percent Complete</b>	<b>Remaining Budget</b>
<b>Program Revenue</b>				
Sewer rates	\$ 1,456,174	\$ 704,864	48%	\$ 751,310
Recycled Water Sales	\$ 50,000	\$ 45,203	90%	\$ 4,797
Connection fees				
Non CFD Revenue for WWTP Loan	\$ 281,044	\$ 138,808	49%	\$ 142,236
Sierra Lakes Service	\$ 381,152	\$ 253,146	66%	\$ 128,006
<i>Total Program Revenue</i>	<u>\$ 2,168,370</u>	<u>\$ 1,142,020</u>	<u>53%</u>	<u>\$ 1,026,349</u>
<b>General Revenues</b>				
Property tax	86,767	-	0%	\$ 86,767
CFD Revenue for WWTP Loan	\$ 282,392	\$ 2,550	1%	\$ 279,842
Other income	-			\$ -
<i>Total General Revenues</i>	<u>\$ 369,159</u>	<u>\$ 2,550</u>	<u>1%</u>	<u>\$ 366,609</u>
<b>Total Revenues</b>	<b>\$ 2,537,529</b>	<b>\$ 1,144,570</b>	<b>45%</b>	<b>\$ 1,392,959</b>

**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

**FISCAL YEAR 2022/2023 BUDGET  
Second Quarter Update**

**WASTEWATER TREATMENT PLANT SUMMARY**

	<b>FY22-23 Budget</b>	<b>Actual 12/31/2022</b>	<b>Percent Complete</b>	<b>Remaining Budget</b>
<b>Expenses</b>				\$ -
Salaries	\$ 333,086	\$ 170,185	51%	\$ 162,901
Overtime	\$ 16,459	\$ 21,012	128%	\$ (4,553)
Medical/Dental/Life Insurance	\$ 69,325	\$ 31,329	45%	\$ 37,996
Long Term Disability	\$ 4,192	\$ 2,036	49%	\$ 2,156
Retirement	\$ 18,614	\$ -	0%	\$ 18,614
Clothing Allowance	\$ 2,142	\$ 723	34%	\$ 1,419
Payroll Tax	\$ 28,837	\$ 14,250	49%	\$ 14,587
W/C Insurance	\$ 25,391	\$ 14,270	56%	\$ 11,121
<i>Salaries &amp; Benefits</i>	<b>\$ 498,046</b>	<b>\$ 253,805</b>	<b>51%</b>	<b>\$ 244,241</b>
Professional fees	42,070	29,076	69%	\$ 12,994
Dues and subscriptions	1,200	1,179	98%	\$ 21
Fees, permits, certifications, leases	16,600	20,251	122%	\$ (3,651)
Training, education, travel	2,800	2,582	92%	\$ 218
Insurance	109,343	54,671	50%	\$ 54,672
Office supplies and miscellaneous	500	1,980	396%	\$ (1,480)
Utilities, communications, telemetry	429,390	179,539	42%	\$ 249,851
Chemicals and lab supplies	172,406	98,021	57%	\$ 74,385
Laboratory testing	45,840	11,297	25%	\$ 34,543
Equipment maintenance and repair	56,210	12,755	23%	\$ 43,455
Small equipment and rental	6,340	329	5%	\$ 6,011
Sludge removal	14,510	14,326	99%	\$ 184
Operating supplies	2,100	243	12%	\$ 1,857
Vehicle maintenance, repair, fuel	9,300	5,599	60%	\$ 3,701
Facility maintenance and repair	43,675	21,259	49%	\$ 22,416
<i>Materials, Supplies, Services</i>	<b>\$ 952,284</b>	<b>\$ 453,107</b>	<b>48%</b>	<b>\$ 499,177</b>
WWTP Loan	719,191	719,191	100%	\$ -
Land Lease	20,250	10,125	50%	\$ 10,125
<i>Debt Service</i>	<b>\$ 739,441</b>	<b>\$ 729,316</b>	<b>99%</b>	<b>\$ 10,125</b>
Capital Equipment	\$ 4,477	\$ 23,832	532%	\$ (19,355)
Capital Projects	-	-		\$ -
<b>Total Expenses</b>	<b>\$ 2,194,248</b>	<b>\$ 1,460,060</b>	<b>67%</b>	<b>\$ 734,188</b>

**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

**FISCAL YEAR 2022/2023 BUDGET  
Second Quarter Update**

**ADMINISTRATION SUMMARY**

	<b>FY22-23 Budget</b>	<b>Actual 12/31/2022</b>	<b>Percent Complete</b>	<b>Remaining Budget</b>
<b>Program Revenue</b>				
Service Fees	\$ -			
<i>Total Program Revenue</i>	<u>\$ -</u>	<u>\$ -</u>		
<b>General Revenues</b>				
Interest revenue	-	773		(773)
Other income	6,500	4,263	66%	2,237
<i>Total General Revenues</i>	<u>\$ 6,500</u>	<u>\$ 5,037</u>	<u>77%</u>	<u>\$ 1,463</u>
<b>Total Revenues</b>	<b>\$ 6,500</b>	<b>\$ 5,037</b>	<b>77%</b>	<b>\$ 1,463</b>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2022/2023 BUDGET  
Second Quarter Update

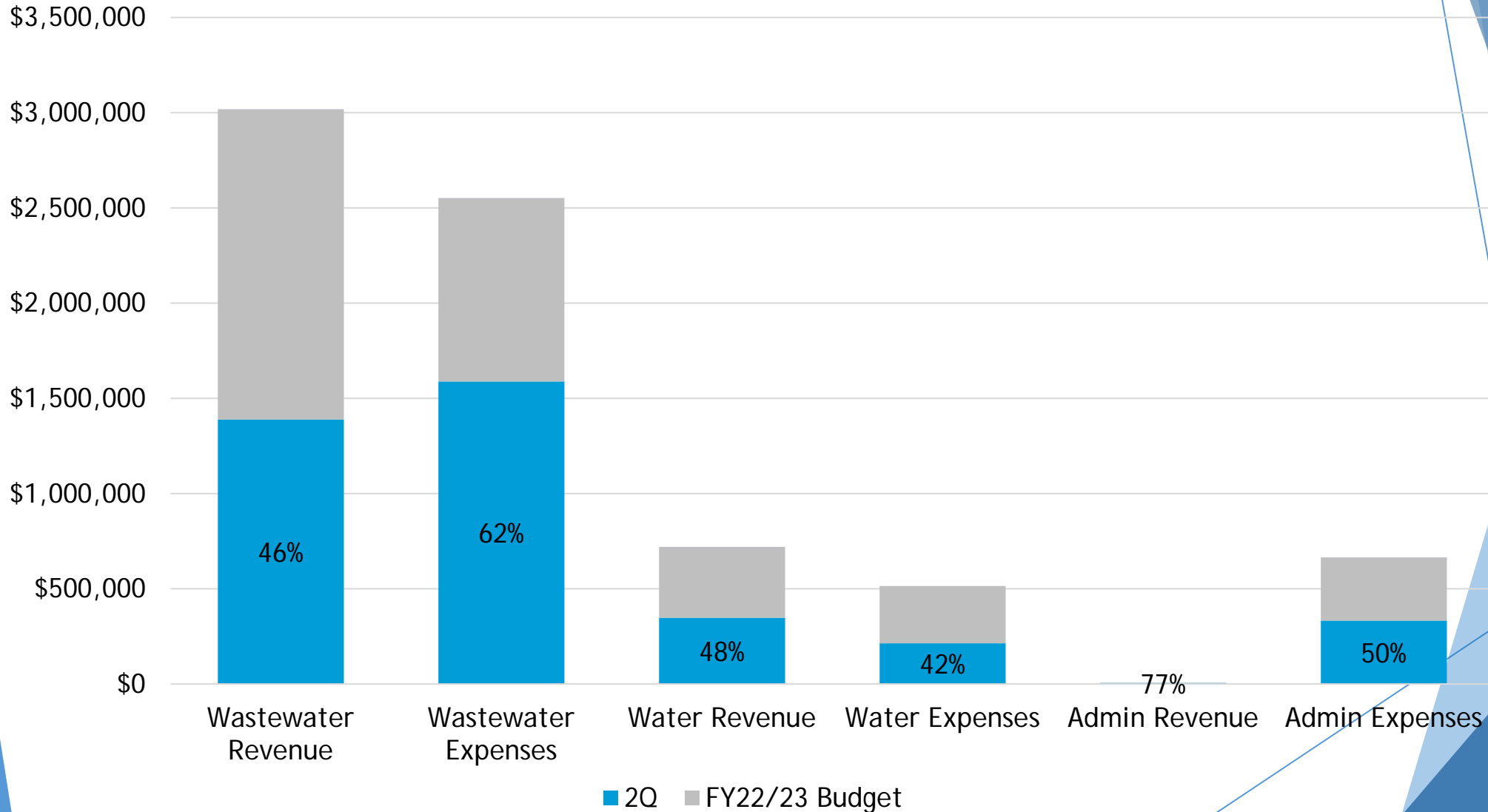
ADMINISTRATION SUMMARY

	FY22-23 Budget	Actual 12/31/2022	Percent Complete	Remaining Budget
<b>Expenses</b>				
Salaries	\$ 271,529	\$ 135,307	50%	136,222
Overtime	\$ -	\$ 662		(662)
Medical/Dental/Life Insurance	\$ 60,684	\$ 30,045	50%	30,639
Long Term Disability	\$ 2,818	\$ 2,132	76%	686
Retirement	\$ 26,417		0%	26,417
Clothing	\$ 400		0%	400
Payroll Tax	\$ 22,401	\$ 8,397	37%	14,004
W/C Insurance	\$ 4,221	\$ 2,348	56%	1,872
<i>Salaries &amp; Benefits</i>	<b>\$ 388,470</b>	<b>\$ 178,891</b>	<b>46%</b>	<b>\$ 209,579</b>
Board Expense	67,907	33,949	50%	33,958
<i>Board Expense</i>	<b>\$ 67,907</b>	<b>\$ 33,949</b>	<b>50%</b>	<b>\$ 33,958</b>
Professional fees	115,680	74,233	64%	41,447
Dues and subscriptions	7,100	8,769	124%	(1,669)
Fees, permits, certifications, leases	20,650	11,181	54%	9,469
Training, education, travel	1,500	1,495	100%	5
Insurance	9,672	4,836	50%	4,836
Office supplies and miscellaneous	9,000	2,167	24%	6,833
Utilities, communications, telemetry	35,035	15,973	46%	19,062
Chemicals and lab supplies	-			-
Laboratory testing	-			-
Equipment maintenance and repair	6,660		0%	6,660
Small equipment and rental	-			-
Sludge removal	-			-
Operating supplies	-	245		(245)
Vehicle maintenance, repair, fuel	-			-
Facility maintenance and repair	3,000	1,402	47%	1,598
<i>Operating Expenses</i>	<b>\$ 208,297</b>	<b>\$ 120,301</b>	<b>58%</b>	<b>\$ 87,996</b>
<i>Debt Service</i>	<b>\$ -</b>	<b>\$ -</b>		
Capital Equipment	\$ -			-
Capital Projects	-			-
<b>Total Expenses</b>	<b>\$ 664,674</b>	<b>\$ 333,141</b>	<b>50%</b>	<b>\$ 331,533</b>

# SECOND QUARTER FY2022-2023 BUDGET COMPARISON

Steven Palmer, General Manager  
**Donner Summit Public Utility District**  
February 21, 2023

# Budget to Actual



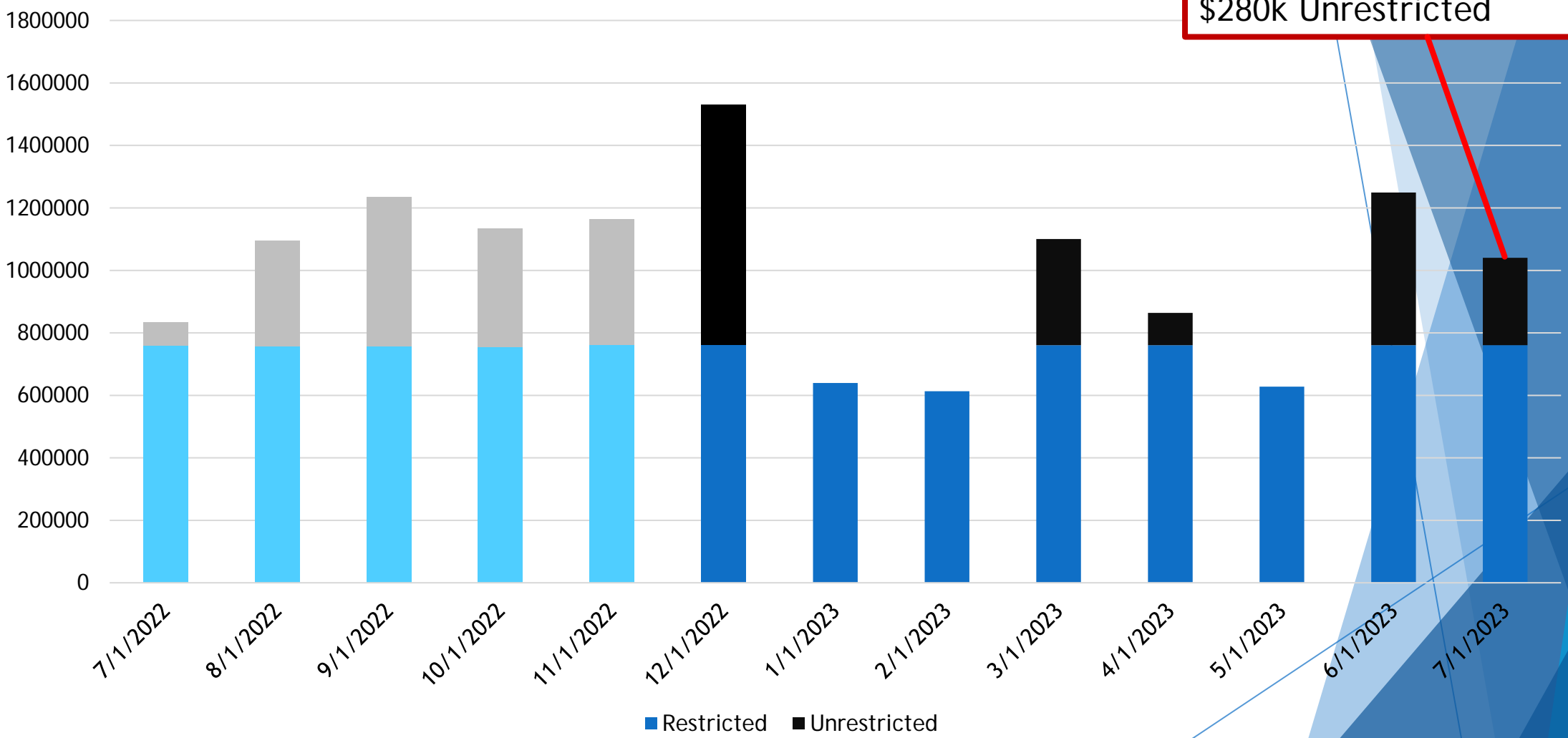


# Budget to Actual

- Inline with Expectations
  - Total Revenue is 47% of annual budget
    - Property Tax Revenue not received this period
  - Total Expenses are 57% of annual budget
    - More than 50% due to wastewater treatment plant loan payment
    - Total Expenses excluding sewer capital project and loan payment are 49%

# Analysis

## CASH BALANCE



**PROJECTED 6/30/2023**  
\$760k Restricted  
\$280k Unrestricted

# Analysis

- Recommended Budget Amendment
  - *Revenues*
    - CalOES grant remainder of \$27,388.35
    - Increase SLCWD TCM&O payments by \$131,418
    - Increase SLCWD Capital Contribution by \$20,884.62
    - Defer portion of PCWA grant from FY22/23 to FY23/24
      - \$6,500 in FY22/23
      - \$8,500 in FY23/24

# Analysis

- Recommended Budget Amendment
  - *Expenses*
    - Increase cost of trailer and snow tracks by \$3,241.49
    - Add WWTP UV lamp replacement cost of \$20,790
    - Increase WWTP UV lamp maintenance cost by \$4,824
    - Increase infiltration and inflow cost by \$3,500
    - Add wastewater capacity fee update & Sugar Bowl Infrastructure Fee Study of \$14,440
    - Add employee manual assistance of \$3,909
    - Add two WWTP replacement pumps cost of \$48,364.14
    - Increase overtime budget by \$11,477

# Analysis

- Recommended Budget Amendment
  - *Increase revenue by \$171,190.97*
  - *Increase expenses by \$110,505.36*
  - *Net increase of \$60,686 to the operating fund*

**Donner Summit Public Utility District  
Budget Amendment Form  
Fiscal Year 2022/2023  
Amendment No. 1**

Date: 2/17/2023  
Requested by: Steven Palmer  
Source: Operating Fund

Department	Account	Description	Amount	Current Budget	Revised Budget
<b>Expenses</b>					
30	8010	Increase cost of snow tracks and trailer and misc equip	\$ 3,241.49	\$ 8,760.00	\$ 12,001.49
42	8010	UV lamp replacement at WWTP	\$ 20,790.23	\$ 4,477.00	\$ 25,267.23
42	6025	UV disinfection system maintenance	\$ 4,824.00	\$ 43,675.00	\$ 48,499.00
41	6125	Additional work on Donner Pass Road Sewer clean & TV	\$ 3,500.00	\$ 15,000.00	\$ 18,500.00
50	5035	Sugar Bowl Infrastructure Fee Study	\$ 14,400.00	\$ 115,680.00	\$ 130,080.00
50	5035	CPS HR assistance with employee manual	\$ 3,909.00	\$ 130,080.00	\$ 133,989.00
42	8010	Two replacement membrane permeate pumps	\$ 48,364.14	\$ 25,267.23	\$ 73,631.37
30	6610	Increase overtime	\$ 2,524.50	\$ 6,086.00	\$ 8,610.50
40	6610	Increase overtime	\$ 2,122.50	\$ 5,118.00	\$ 7,240.50
42	6610	Increase overtime	\$ 6,829.50	\$ 16,459.00	\$ 23,288.50
<i>Subtotal</i>			\$ 110,505.36		
<b>Revenue</b>					
41	4991	CalOES Winter Storm Emergency	\$ 27,388.35	\$ -	\$ 27,388.35
40	4200	SLCWD TCM&O Revenue	\$ 131,418.00	\$ 381,152.00	\$ 512,570.00
40	4991	SLCWD Capital Cost Sharing	\$ 20,884.62	\$ -	\$ 20,884.62
30	4991	PCWA Water Supply Grant	\$ (8,500.00)	\$ 15,000.00	\$ 6,500.00
<i>Subtotal</i>			\$ 171,190.97		
<b>Total</b>			\$ 60,685.61		

Board Approval Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
General Manager

**RESOLUTION NO. 2023-05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT APPROVING AMENDMENT NO. 1 TO THE FISCAL YEAR 2022/2023 OPERATING BUDGET**

**WHEREAS**, revenue that was not identified in the Fiscal Year 2022/2023 budget will be received this year from State of California Office of Emergency Services and Sierra Lakes County Water District; and

**WHEREAS**, the schedule for the Water Supply Resiliency Study will defer a portion of the grant revenue from Placer County Water Agency From FY2022/2023 to FY2023/2024; and

**WHEREAS**, several urgent equipment purchases that are not in the FY2022/2023 budget were needed for the wastewater treatment plant, including ultraviolet bulbs and pumps; and

**WHEREAS**, some equipment purchases cost more than planned in the budget; and

**WHEREAS**, the remaining contract balances for two contracts were not carried over into the FY2022/2023 budget; and

**WHEREAS**, overtime costs are higher than expected due to callouts and sick leave; and

**WHEREAS**, total revenue budget is planned to increase by \$117,190.97 and the total expense budget is planned to increase by \$110,505.36 for a total net increase to the operating fund of \$60,085.61; and

**WHEREAS**, detail of the budget changes are described in the attached Amendment No. 1.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE** that the attached Amendment No. 1 to the Fiscal Year 2022/2023 budget is approved.

**PASSED AND ADOPTED** by the Board of Directors of Donner Summit Public Utility District, this 21st day of February 2023, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: \_\_\_\_\_  
Cathy Preis  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Dawn Parkhurst  
Secretary of the Board

## Agenda Item: 8E





## STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager *SP*

**SUBJECT:** Approve Purchase of New Utility Billing Software from Creative Technologies

---

### **RECOMMENDATION**

Approve the purchase of new utility billing software from Creative Technologies by minute action.

### **BACKGROUND**

Donner Summit Public Utility District (DSPUD) currently uses Multiple Operations Management (MOM) software by Corbin Willits Systems, Inc. to manage the customer accounts and utility billing activities of the District. The software has been use in the District for at least 15 years. While there have been updates over the years, the software lags other available software in terms of functionality and user experience. Some shortfalls of the existing software are:

- District staff is unable to create custom reports without contacting the vendor;
- User interface makes retrieving customer information time consuming;
- Limited ability to add custom notes on bills to notify customers of rate changes or other important information; and
- Unable to modify format of bills.

Almost all newer utility billing software improve upon the above shortfalls, plus they provide the ability to send letters, emails, or phone calls to targeted groups of customers.

### **DISCUSSION AND ANALYSIS**

The General Manager researched and contacted several companies that provide utility billing software. The following companies responded with proposals and provided demonstrations to the General Manager and Office Assistant Deleane Mehler.

- Black Mountain
- Continental Utility Solutions, Inc.
- El Dorado Utility Software by Creative Technologies
- MuniBilling

Proposals and screen captures from the products are included as Attachment 1. After reviewing the proposals and demonstrations, the General Manager and Office Assistant selected El Dorado Utility Software by Creative Technologies as the software best suited for the District. Some of the features include:

- Intuitive user interface
- Custom reports
- Customizable billing format

- Bill adjustment tracking
- Customer notifications

The cost to purchase, install, and convert to the new software including training is not to exceed \$3,590. The quarterly software subscription price is \$375.00 (\$1,500 per year). This less than the current cost of MOM software of \$431.36 per month (\$4,744.96 per year).

The General Manager recommends that the Board take action to approve the purchase of this software.

**FISCAL IMPACT**

The Fiscal Year 2022/2023 Budget includes \$8,000 for upgrading the utility billing software. The proposed cost is within the budgeted amount and a budget adjustment is/is not needed. Additionally, the new software has an annual cost of \$1,500. This is less than current annual utility billing software cost.

**CEQA ASSESSMENT**

This action is not a CEQA project.

**ATTACHMENTS**

1. Proposals

# El Dorado Utility Software by Creative Technologies

31103 Rancho Viejo Road  
 Suite D-2365  
 San Juan Capistrano, CA 92675  
 USA

Voice: 949-200-8100  
 Web: www.Waterbill.com

Quoted To:
Donner Summit PUD 53823 Sherritt Lane PO Box 610 Soda Springs, CA 95728

Customer ID	Good Thru	Payment Terms	Sales Rep
1175-11-17-22	12/21/22	\$3590 Down + \$375 Quarterly	Marc

Quantity	Item	Description	Unit Price	Amount
3.00	Soft Subscription	El Dorado Software subscription license billed for current active customers. All inclusive service including software upgrades and technical support.	125.00	375.00
1.00	Database Conversion	Porting customer provided billing names, address information, current meter reading and customer balance into El Dorado format. Up to 4 hours of development	695.00	695.00
1.00	Soft Intuity PRO	Intuity portal: ebilling, ePayments, Usage tracking, service request, alert notification.		
1.00	SOFT iCheck	Secure Processing gateway - \$30.00 monthly fee billed by iCheck (Waived if transactions total over \$5K monthly), CC fee is 3.5% (\$2.95 min) & ACH eChecks \$3.25		
25.00	Install/Training	Installation support and training. Provides assistance with new product installation system setup, creation of rate tables, user account settings, and statement	85.00	2,125.00
1.00	SOFT Easy Read - STD	Touch Read Meter Reading software for Android - Basic Package supporting up to 500 readings per billing cycle	395.00	395.00

**Please sign and fax back to 949-281-5208 upon acceptance of this quote. By signing you agree to Creative Technologies terms and condition of sale.**

Subtotal	3,590.00
Sales Tax	
<b>TOTAL</b>	<b>3,590.00</b>



- Reminders /Alerts
- Business Status
- Account Mgr
- Post Payments
- Calculate Bills
- Create Statements
- Reports
- Create Notices
- Help
- Exit

Notes   
 Account   
 Change   
 Email   
 Service Order   
 Misc Charges   
 Rates   
 Reports   
 Print   
 Search   
 Save   
 Return   
 Exit

Company: 01 - Village of Ogden   
 Premise ID: 01-0080   
 Service Address: 406 E KYLE   
 Account#:  **Find**

Account Number: 100006   
 Customer Name: JEFF HALE

6 of 370

Customer Profile   
 Charges Due   
 Payments   
 Meter/Utility   
 Account History   
 Special Handling   
 Banking

	Last Billed	Past Due	Accts Receivable
Water	0.00	7.29	7.29
Sewer	0.00	7.99	7.99
Water Surcharge	0.00	12.00	12.00
Sewer Surcharge	0.00	0.00	0.00
ChargeE	0.00	0.00	0.00
Other Charge/Credit 1	0.00	0.00	0.00
Other Charge/Credit 2	0.00	0.00	0.00
To-be-billed			0.00
Other Charge/Credit 1			0.00
Other Charge/Credit 2			0.00
<b>Taxes</b>	0.00	0.00	0.00
Late Fee	0.00		0.00
Projected Late Fee	0.00	Accrued Late Fees->	0.00
Past Due Balance	0.00	Water	0.00
		Sewer	0.00
<b>Total Due:</b>	<b>0.00</b>	<b>27.28</b>	<b>27.28</b>
eBilling Invoice# :	<input type="text"/>		
Recurring charge codes:	<input type="text"/>		



Adjustment Notes

**Account Aging**

Current ...	27.28
1 Monthly	0.00
2 Monthlys	0.00
3 Monthlys	0.00
4+Monthlys	0.00
<b>Total</b>	<b>27.28</b>

**Charges**

Water-Y/N/\$	Y
Sewer-Y/N/\$	Y
Water Surcharge-Y/N/\$	Y
Sewer Surcharge-Y/N/\$	Y
ChargeE-Y/N/\$	Y

Last Payment/Bill	Deposit	Flags
Last payment date:	<input type="text" value="10/21/2019"/>	
Last payment amount:	<input type="text" value="0.00"/>	
Last billed date:	<input type="text"/>	
Next late fee run date:	<input type="text"/>	

# Black Mountain Software

**Quote**

05/25/2022



**Donner Summit Public Utility District**

Steven Palmer  
 53823 Sherritt Lane  
 Soda Springs, CA 95728  
 spalmer@dspud.com

110 Main Street, Suite 3  
 Polson, MT 59860

Todd Schock  
 800.353.8829 Option: 3

Product Description	Purchase Price	Annual Fees	One-Time Conversion	Total
<b>Utility Billing</b>	0.00	2,350.00	2,355.00	4,705.00
Implementation Fee	2,500.00			2,500.00
Subtotals:	<b>\$2,500.00</b>	<b>\$2,350.00</b>	<b>\$2,355.00</b>	
Grand Total:				<b>\$7,205.00</b>

**Terms**

1. Black Mountain Software (BMS) has made every effort to ensure the information contained within this quote is complete and accurate. However, we reserve the right to correct any error or omission related to price, product description or availability. Please remember that to completely understand this quote, you must consider, in addition to product and prices, the terms and conditions that follow either on this or separate pages.
2. Prices quoted herein do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; such taxes are the responsibility of the buyer. Buyer agrees to be responsible for the documentation relating to the payment of such taxes to the maximum extent legally permitted. Black Mountain Software will be responsible for the collection of such taxes and/or the documentation related thereto, only to the extent required by law.
3. Training is included with the services provided for each software product. Unless specifically arranged, initial training will be conducted online. After initial training, free online training is always available for you and your staff as part of the Service fee. Advanced scheduling is required. Except for initial training, hourly charges apply for training physically provided onsite (your offices) or in house (our offices).
4. All costs are based on prices in effect for 60 days from the date of this bid.
5. Service fees include software updates and unlimited phone, email and internet support. The service is renewed annually and is non-refundable. Service fees are subject to change.
6. Implementation fee is a one-time charge that includes the cost of implementation planning and consulting, preparation of the software for delivery, initial training, and client communications throughout the startup process.
7. If travel is required, actual expenses are billed as follows: When flying, charges include airfare, travel time at \$35 per hour per person, meals at \$60 per day, lodging at local rates, and rental car. When driving, charges include mileage at 58.5¢ per mile, travel time at 45¢ per mile per person, meals at \$60 per day, and lodging at local rates. Alaska and North Dakota may have higher rates.
8. BMS products are hosted online, as web applications or on the Cloud. BMS Cloud Hosted products are provided with automatic database maintenance, software updates, nightly data backups, and the ability to access your BMS applications from anywhere with an internet connection. Service fees must be current on all products to maintain access. If software service and support is discontinued for a software application, it will be removed from the BMS Cloud. In the event of discontinuation, BMS shall take all reasonable steps to provide a local copy of the applications when possible, if desired.
9. UB Conversion Fees may be waived if you opt to have your personnel manually enter data.
10. Our Utility Billing software product requires the use of specific bill layouts, options, and laser compatible billing forms for either postcard or full page bills. To ensure bill form quality and accuracy, we recommend Rocky Mountain Print Solutions (RMPS) of Missoula, Montana. RMPS offers these billing forms with the correct paper and the proper format. To order online visit: [www.nationsprint.com/clients/rmps-bms](http://www.nationsprint.com/clients/rmps-bms). Any additional work to edit or modify form layouts will be considered custom and billed at our current hourly rate.
11. This quote relates to products provided via Software as a Service (SaaS). Components of SaaS may include services being made available via online access or Cloud Hosting. SaaS services are sold in one-year non-refundable increments. The service is automatically renewed each year. Future annual fees are subject to increase. BMS Cloud Hosting and Summit services provide automatic database maintenance including software updates, nightly data backups, and the ability to access data from anywhere with internet connectivity.

12. Billing procedures require a 25% down payment, billed at commitment, and 75% final payment of Service fees billed upon granting access and initial training. All billing will commence in full for all products after one year from commitment unless other arrangements have been made.
13. All of our software products are multi-user, with an unlimited number of licenses (seats). In addition, 'Read Only' access is available to limit data changes for specified users, while still providing lookup and printing capabilities.

**February 21, 2023**  
**Agenda Item: 8E**



ACCOUNT MAINTENANCE - WEB ID: 19946

Account Number: 00002 00 Route - Meter: 11 0010 Account: [Dropdown]

Service Address: 100 WILLADEL DR

SEE NOTES

[Empty text field]

City-State-Zip-Mail: MY CITY MT 54321

Customer Customer Maintenance Country

Name: KAMRON KENDALL STIRRAT WIARD

Mailing Address: 1933 WILLADEL DR

City-State-Zip-Mail: MY CITY MT 54321 KAMERON

Owner Owner Maintenance Country

Name: STEG CAROLINE KEANE

Mailing Address: 1806 WILLADEL DR

City-State-Zip-Mail: MY CITY MT 54321

Resident Tenant Y

Name: STAUB, EILEEN;

Mailing Address: 2154 WILLADEL DR

City-State-Zip-Mail: MY CITY MT 54321

User Type: MULT [MULTIFAMILY]

Comments: [Empty text area]

Status / Filter for Status: ACTIVE Not Deactivated

Show Additional Pages

- Ctrl-Home
- Ctrl-PgUp
- Ctrl-PgDn
- Ctrl-End
- Ctrl-L
- Ctrl-N
- Ctrl-E
- Ctrl-T
- Ctrl-F4

CUSI



**February 21, 2023**  
**Agenda Item: 8E**  
 Sales Representative: Lane Ricardo  
 P. O. Box 1515  
 Jonesboro, AR 72403  
 www.cusi.com  
 (870) 336-2239  
 Quote #: Ir221117124450

**Sales Agreement** November 17, 2022



**Donner Summit PUD**  
 53826 Sherritt Lane  
 Soda Springs, CA  
 95728

**Steve Palmer**  
 530-426-3456  
 spalmer@dspud.com



**Economic Summary**

	Up-Front	Monthly	Annual
Utility Billing Solution	\$10,200.00		\$1,400.00
Customer Web Portal	\$0.00		\$0.00
Miscellaneous Services	\$0.00	\$0.00	
IT Services	\$140.00		
<b>Total</b>	<b>\$10,340.00</b>		<b>\$1,400.00</b>

**Billing and Payment Terms**

90% Upon Contracting. 10% Upon Go Live. CUSI shall invoice all amounts due per the defined payment terms. Client shall make payment 15 days from date of invoice.



**February 21, 2023**  
**Agenda Item: 8E**  
**Sales Representative: Lane Ricardo**  
 P. O. Box 1515  
 Jonesboro, AR 72403  
 www.cusi.com  
 (870) 336-2239  
 Quote #: Ir221117124450

**Sales Agreement** November 17, 2022



**Donner Summit PUD**  
**53826 Sherritt Lane**  
**Soda Springs, CA**  
**95728**

**Steve Palmer**  
**530-426-3456**  
**spalmer@dspud.com**

**UMS On-Premise Utility Billing Software**

400 Service Location Licenses	\$2.00	\$800.00
2 Named User Licenses	\$1,000.00	\$2,000.00

**UMS On-Premise Utility Billing Software Core Modules**

1 ACH Bank Draft (First Layout Included)		<i>Included</i>
1 Electronic Payment Module		<i>Included</i>
1 Secure Ebill Module		<i>Included</i>
1 Website API - Customer Web Portal		<i>Included</i>

**Add-On Modules**

1 IVR Module	\$1,000.00	\$1,000.00
1 Text Messaging Module	\$1,000.00	\$1,000.00

**Technical Support & Maintenance - Annual Service**

Annual Technical Support & Maintenance:		\$1,400.00
800 Line Voice, Online, Email Support, Client Services Website, Application Updates		



**February 21, 2023**  
**Agenda Item: 8E**  
**Sales Representative: Lane Ricardo**  
 P. O. Box 1515  
 Jonesboro, AR 72403  
 www.cusi.com  
 (870) 336-2239  
*Quote #: Ir221117124450*

**Sales Agreement** November 17, 2022



**Donner Summit PUD**  
**53826 Sherritt Lane**  
**Soda Springs, CA**  
**95728**

**Steve Palmer**  
**530-426-3456**  
**spalmer@dspud.com**

**UMS On-Premise Implementation Services**

1	Advanced Data Conversion Package for up to 400 locations* Includes 1 year data conversion of customers, locations, usages, readings, deposits, meter information, owner records and backflow data.	\$1.50	\$600.00
2	Additional Year(s) Usage and Financial History Data Conversion *Complete data must be provided in a ASCII, delimited, or SQL format. Data extraction and data cleanup will be invoiced based upon time and effort at CUSI current services rate. CUSI will invoice client the greater of the number of service locations provided in this Sales Agreement or the actual number of service locations converted.	\$0.25	\$200.00
1	CUSI Certified Implementation Includes Business Requirements Gathering, Application Implementation, Installation, Setup, Formatting, Testing, Transition Support, & Project Management	\$1,600.00	\$1,600.00
2	Days of CUSI Certified Online Training Includes application training for all users as contracted Any and all unused training days will expire 6 months after Go Live	\$800.00	\$1,600.00

Travel expenses for on-site work will be billed separately.



**February 21, 2023**  
**Agenda Item: 8E**  
**Sales Representative: Lane Ricardo**  
 P. O. Box 1515  
 Jonesboro, AR 72403  
 www.cusi.com  
 (870) 336-2239  
*Quote #: Ir221117124450*

**Sales Agreement** November 17, 2022



**Donner Summit PUD**  
**53826 Sherritt Lane**  
**Soda Springs, CA**  
**95728**

**Steve Palmer**  
**530-426-3456**  
**spalmer@dspud.com**



**Economic Summary**

UMS On-Premise Utility Billing Software	\$4,800.00
Technical Support & Maintenance - Annual Service	\$1,400.00
UMS On-Premise Implementation Services	\$4,000.00
<b>Total</b>	<b><u><u>\$10,200.00</u></u></b>



**February 21, 2023**  
**Agenda Item: 8E**  
 Sales Representative: Lane Ricardo  
 P. O. Box 1515  
 Jonesboro, AR 72403  
 www.cusi.com  
 (870) 336-2239  
 Quote #: Ir221117124450

**Sales Agreement** November 17, 2022



**Donner Summit PUD**  
 53826 Sherritt Lane  
 Soda Springs, CA  
 95728

**Steve Palmer**  
 530-426-3456  
 spalmer@dspud.com

**Customer Web Portal**

1	Customer Web Portal Includes Design, Setup, Configuration, and Training Services.	\$1,500.00	\$1,500.00
1	Customer Web Portal - TSM & Hosting Includes Technical Support, Maintenance, and Hosting.	\$1,500.00	\$1,500.00



**Economic Summary**

Customer Web Portal	\$1,500.00
Customer Web Portal - TSM & Hosting	\$1,500.00
CUSI Turnkey Merchant Services Customer Web Portal Discount	-\$1,500.00
CUSI Turnkey Merchant Services TSM & Hosting Discount	-\$1,500.00
<b>Total</b>	<b>\$0.00</b>



**February 21, 2023**  
**Agenda Item: 8E**  
**Sales Representative: Lane Ricardo**  
 P. O. Box 1515  
 Jonesboro, AR 72403  
 www.cusi.com  
 (870) 336-2239  
 Quote #: Ir221117124450

**Sales Agreement** November 17, 2022



**Donner Summit PUD**  
**53826 Sherritt Lane**  
**Soda Springs, CA**  
**95728**

**Steve Palmer**  
**530-426-3456**  
**spalmer@dspud.com**

**Miscellaneous Services**

**Turnkey Merchant Services**

billed by provider

- |  |       |                 |
|--|-------|-----------------|
| 1 Turnkey Merchant Services Package - Service fee will be: | 2.25% | per transaction |
|--|-------|-----------------|

*Includes Visa, MasterCard, Discover Merchant Services, and Payment Gateway Service. Figures based on an Average Bill Estimate of \$933 and a High Bill Estimate of \$1,200. Average bill estimate and service fee subject to annual review. CUSI reserves the right to bill a minimum monthly fee of \$20.00 to recover any losses from inactive merchant accounts or accounts that do not cover fixed processing costs.*

*In conjunction with the Turnkey Merchant Services, CUSI is providing software licenses at no cost. In the event that client terminates Turnkey Merchant Services, any and all software licenses provided at no cost shall be billable at then current retail price.*

- |   |       |                 |
|---|-------|-----------------|
| 1 Turnkey Merchant Service Electronic Check Package |       |                 |
| <i>Internet Electronic Check Transactions</i>       | 2.25% | per transaction |

*Turnkey Merchant Services fees are paid by utility customers and collected by CUSI.*

**Online Bank Account Validation - eChecks and ACH Signup**

- |  |        |                 |
|--|--------|-----------------|
| 1 CUSI Validation Service - Account and Routing Verification | \$1.50 | per transaction |
| 1 CUSI Validation Service - Balance Check                    | \$0.20 | per transaction |

**IVR Service - UMS**

- |   |  |                         |
|---|--|-------------------------|
| 1 CUSI IVR Service - Inbound and Outbound IVR |  | Unlimited Monthly Usage |
|---|--|-------------------------|
- If requirements cannot be met for \$0 CUSI IVR Services, a new Sales Agreement for IVR Tech and associated services may be required to void and replace this service.*

**Text Messaging Service**

- |   |  |                         |
|---|--|-------------------------|
| 1 CUSI SMS Messaging Service - Inbound and Outbound SMS |  | Unlimited Monthly Usage |
|---|--|-------------------------|





**February 21, 2023**  
**Agenda Item: 8E**  
Sales Representative: Lane Ricardo  
P. O. Box 1515  
Jonesboro, AR 72403  
www.cusi.com  
(870) 336-2239  
Quote #: Ir221117124450

## Sales Agreement

November 17, 2022



Donner Summit PUD  
53826 Sherritt Lane  
Soda Springs, CA  
95728

Steve Palmer  
530-426-3456  
spalmer@dspud.com



**February 21, 2023**  
**Agenda Item: 8E**  
**Sales Representative: Lane Ricardo**  
 P. O. Box 1515  
 Jonesboro, AR 72403  
 www.cusi.com  
 (870) 336-2239  
 Quote #: Ir221117124450

**Sales Agreement** November 17, 2022



**Donner Summit PUD**  
 53826 Sherritt Lane  
 Soda Springs, CA  
 95728

**Steve Palmer**  
 530-426-3456  
 spalmer@dspud.com

IT Services

Additional Software for UMS Utility Billing Solution

1 SQL Server 2019 Express	Included
---------------------------	----------

Additional IT Products & Services

1 Standard SSL Certificate - 2 Years	\$140.00	\$140.00
--------------------------------------	----------	----------



Economic Summary

Additional Software for UMS Utility Billing Solution	\$0.00
Additional IT Products & Services	\$140.00

**Total** \$140.00



February 21, 2023  
Agenda Item: 8E  
Sales Representative: Lane Ricardo  
P. O. Box 1515  
Jonesboro, AR 72403  
www.cusi.com  
(870) 336-2239  
Quote #: Ir221117124450

## Sales Agreement

November 17, 2022



Donner Summit PUD  
53826 Sherritt Lane  
Soda Springs, CA  
95728

Steve Palmer  
530-426-3456  
spalmer@dspud.com



### Terms of Sale

Company has ordered and agrees to purchase from CUSI the products and services defined under this Sales Agreement at the listed quantities and rates. Upon receipt of an executed Sales Agreement CUSI shall ship all products to the Company address and contact defined above and services shall be scheduled and initiated. Company acknowledges that CUSI's products and services are subject to the terms and conditions of a separate Software License Agreement between Company and CUSI located at [www.cusi.com/legal](http://www.cusi.com/legal). Monthly or yearly rates for services provided by CUSI or third parties may be subject to price increases with or without notice. Any service requiring CUSI or third parties to travel will incur corresponding expenses that will be billed actual as incurred unless otherwise noted. Travel requiring more than 5 hours of travel time will be billed an additional charge equal to 50% of the daily rate. If Company is not tax exempt or does not provide exemption documentation, CUSI shall invoice for such applicable taxes on each invoice. In the event the tax exemption documentation provided by the Company is disallowed or deemed invalid, Company agrees to pay in full all such taxes, including any applicable interest or penalties.

### Tax Exempt Status

Initial where appropriate:

\_\_\_\_\_ This entity **IS EXEMPT** from sales tax and will provide or has provided our exemption certificate  
\_\_\_\_\_ This entity **IS NOT EXEMPT** from sales tax

### Quotation Terms

This quote is valid until 12/17/2022. Quote was created using Sales Agreement Version: 2022.10.07

### Execution Instructions

**Execute, date, and email all pages to CUSI sales representative. Include Tax Exempt Certificate and Sign Off page from Pre-Sale Implementation Guide.**



February 21, 2023  
Agenda Item: 8E  
Sales Representative: Lane Ricardo  
P. O. Box 1515  
Jonesboro, AR 72403  
www.cusi.com  
(870) 336-2239  
Quote #: lr221117124450

**Sales Agreement** November 17, 2022



**Donner Summit PUD**  
53826 Sherritt Lane  
Soda Springs, CA  
95728

**Steve Palmer**  
530-426-3456  
spalmer@dspud.com



**Purchaser Authorization**

I certify that as the person signing this form I have purchasing authority for Donner Summit PUD.

Print Name:

Title:

Authorized Signature:

Date:



# Muni Billing

# Quote for **Donner Summit PUD - Subscription**

**Donner Summit Public Utility**

610 PO Box  
 Soda Springs, California 95728  
 United States



**MuniBilling**

3300 Battleground Ave  
 Greensboro NC 27410  
 United States

Reference: 20230123-140556689  
 Quote created: January 23, 2023  
 Quote expires: April 23, 2023

**Prepared by: Lou Scinta**  
 lou.scinta@munibilling.com

**Total**                      **\$3,139.28**

PRODUCTS & SERVICES	SKU	QUANTITY	BILLING FREQUENCY	PRICE	TOTAL
Software as a Subscription (SaaS)	SSUB	1	monthly	\$428.80	\$428.80
Merchant as a Service (MaaS) - (Preferred Vendor)	SSMaaS	1	monthly	\$80.40	\$80.40
Broadcast Notification as a Service (BNaaS)	SSBNaaS	1	monthly	\$80.40	\$80.40
Bill Print as a Service (BPaaS) - (Preferred Vendor)	SSBPaaS	1	monthly	\$69.68	\$69.68
Implementation: One Time Set Up Charge	IOTC	1		\$1,530.00	\$1,530.00
Instructor Led Training	ILT	1		\$950.00	\$950.00
<b>SUBTOTALS</b>					<b>TOTAL</b>
One-time subtotal					\$2,480.00
Monthly subtotal					\$659.28

<b>Total</b>	\$3,139.28
--------------	------------

**February 21, 2023**  
**Agenda Item: 8E**

**Comments**

- THIS IS A QUOTE - NOT AN INVOICE \*\*\*  
Once you approve the quote, you will be sent an updated agreement.

**Terms**

- Includes up to 400 Parcels\*



## Agenda Item: 8F



## STAFF REPORT

**TO:** Board of Directors

**PREPARED BY:** Steven Palmer, PE, General Manager *SP*

**SUBJECT:** Nomination of a Representative to California Special District Association Board of Directors

---

### **RECOMMENDATION**

Board discussion and action regarding the nomination of a representative to the California Special District Association (CSDA) Board of Directors.

### **BACKGROUND**

The District received the attached information from CSDA regarding nominations for a representative to their Board of Directors (Attachment 1). The email states the each of the six geographic CSDA networks has three seats on the board with staggered 3-year terms. Donner Summit Public Utility District (DSPUD) is in the Sierra Network and the term for Seat C has ended. CSDA is accepting nominations from member districts in the Sierra Network for this seat. DSPUD may nominate one of its' own Board members or General Manager for the CSDA Board. The incumbent to this seat is Pete Kampa from Groveland Community Service District and he is running for re-election.

Members of the CSDA Board need to be interested in the issues confronting special districts state wide and are expected to:

- Attend all board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
  - (CSDA reimburses directors for their related expenses for board and committee meetings as outlined in board policy).
- Attend, at minimum, the following CSDA annual events:
  - Special Districts Legislative Days - held in the Spring
  - CSDA Annual Conference - held in the Summer/Fall.
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.

Note: CSDA does not reimburse expenses for the CSDA conferences or academy classes even if a board or committee meeting is held in conjunction with the event.

Nominations are due by April 6, 2023. Once nominations are collected, CSDA will begin electronic voting on June 5, 2023.

**DISCUSSION**

A nomination may be made by minute action of the Board.

Following action by the Board, the nominee will need to complete the Candidate Information Sheet in Attachment 2.

**FISCAL IMPACT**

If a representative from DSPUD is nominated and elected, their expenses to travel and attend the required conferences and leadership academy would be reimbursable from DSPUD.

**CEQA ASSESSMENT**

This is not a CEQA Project

**ATTACHMENTS**

1. Email from CSDA
2. Nomination Form and Candidate Information Sheet

**From:** [Neil McCormick](#)  
**To:** [Steve Palmer](#)  
**Subject:** Call for Nominations for CSDA Board of Directors  
**Date:** Monday, January 30, 2023 3:05:32 PM

## California Special Districts Association



### **CSDA BOARD OF DIRECTORS** **CALL FOR NOMINATIONS - SEAT C**

***Deadline: April 6, 2023***

The California Special Districts Association Elections and Bylaws Committee is looking for independent special district board members or their general managers who are interested in leading the direction of CSDA for the 2024 - 2026 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network they seek to represent (see the [CSDA network map](#)).

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, professional development, and other resources for members. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

#### **Commitment and Expectations:**

- Attend all board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
  - *(CSDA reimburses directors for their related expenses for board and committee meetings as outlined in board policy).*
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the Spring, and the CSDA Annual Conference - held in the Summer/Fall.
  - *(CSDA does **not** reimburse expenses for the two conferences even if a board or committee meeting is held in conjunction with the event).*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
  - *(CSDA does **not** reimburse expenses for the academy classes even if a board or committee meeting is held in conjunction with the event).*

**Nomination Procedures:**

Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors) for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action along with the Candidate Information Sheet must accompany the Nomination Form.** The deadline for receiving nominations for the Northern, Sierra, Coastal and Southern Networks is April 6, 2023. Where there is no incumbent running in the Bay Area and Central Networks the deadline for receiving nominations is April 17, 2023. Nominations and supporting documentation may be mailed or emailed

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814

Fax: 916.442.7889

Email: [amberp@csda.net](mailto:amberp@csda.net)

***Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.***

CSDA will begin electronic voting on June 5, 2023. All votes must be received through the system no later than 5:00 p.m. July 14, 2023. The successful candidates will be notified no later than July 18, 2023. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2023.

**Expiring Terms**

(See [geographic network map](#) for network breakdown)

**Northern Network** Seat C - Fred Ryness, Burney Water District\*

**Sierra Network** Seat C - Pete Kampa, Groveland Community Services District\*

**Bay Area Network** Seat C - Vacant

**Central Network** Seat C - Steve Perez, Rosamond Community Services District

**Coastal Network** Seat C - Vincent Ferrante, Moss Landing Harbor District\*

**Southern Network** Seat C - Arlene Schafer, Costa Mesa Sanitary District\*

(\* = Incumbent is running for re-election)

**CSDA will be using a web-based online voting system, allowing your district to cast your vote easily and securely.** Electronic Ballots will be emailed to the main contact in your district June 5, 2023. All votes must be received through the system no later than 5:00 p.m. July 14, 2023.

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail at [amberp@csda.net](mailto:amberp@csda.net) by April 6, 2023 in order to ensure that you will receive a paper ballot on time.*

**CSDA will mail paper ballots on June 5, 2023 per district request only.**

If you have any questions, please contact Amber Phelen at [amberp@csda.net](mailto:amberp@csda.net).



California Special Districts Association  
1112 I Street, Suite 200, Sacramento CA, 95814  
877.924.2732 | [www.csda.net](http://www.csda.net)  
[Manage Email Preferences/Unsubscribe](#)



## 2023 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: \_\_\_\_\_

District: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Network: \_\_\_\_\_ (see map)

Telephone: \_\_\_\_\_

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Nominated by (optional): \_\_\_\_\_

Return this form, a Board resolution/minute action supporting the candidate, and Candidate Information Sheet by mail or email to:

CSDA  
Attn: Amber Phelen  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(877) 924-2732

[amberp@csda.net](mailto:amberp@csda.net)

### ***DEADLINE FOR RECEIVING NOMINATIONS:***

Northern, Sierra, Coastal and Southern Networks: **April 6, 2023 at 5:00 p.m.**

Bay Area and Central Networks: **April 17, 2023 at 5:00 p.m.**



**2023 CSDA BOARD CANDIDATE INFORMATION SHEET**

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: \_\_\_\_\_

District/Company: \_\_\_\_\_

Title: \_\_\_\_\_

Elected/Appointed/Staff: \_\_\_\_\_

Length of Service with District: \_\_\_\_\_

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

\_\_\_\_\_  
\_\_\_\_\_

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

\_\_\_\_\_  
\_\_\_\_\_

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

\_\_\_\_\_  
\_\_\_\_\_

4. List civic organization involvement:

\_\_\_\_\_  
\_\_\_\_\_

**\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**