

**Donner Summit Public Utility District
Board of Directors Regular Meeting
Agenda
Tuesday, November 15, 2022 - 6:00 P.M.
DSPUD Office, 53823 Sherritt Lane, Soda Springs California**

For the Regular Meeting (Section 54954), November 15, 2022 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 ID 805 865 5256 2446 Password 099139 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 November 15, 2022

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

B. Approve Regular Meeting Minutes October 18, 2022

6. Department Reports

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

7. Action Items

- A. Approve Professional Services Agreement with GEI for a Drought Resiliency Study in the Amount of \$81,782 by Adopting Resolution 2022-36**
- B. Review Wastewater Capacity Fee Update and Provide Comments and Direction**
- C. Review Wastewater Infrastructure Fee for Sugar Bowl East and West Villages and Provide Comments and Direction**
- D. Adopt Employee Benefit and Compensation Resolution 2022-37**
- E. Adopt Resolution 2022-38 to Continue Remote Board Meetings in Accordance with Assembly Bill 361**

8. 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.*

9. Adjournment

Schedule of Upcoming Meetings

Regular Meeting – December 20, 2022

Regular Meeting – January 17, 2023

Regular Meeting – February 21, 2023

We certify that on November 10, 2022, 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

November 15, 2022
Agenda Item: 5A.1

**Donner Summit Public Utility District
Check List**

**November 15, 2022
Agenda Item: 5A.1**

All Bank Accounts
October 1, 2022 - October 31, 2022

Check Number	Check Date	Payee	Amount
Vendor Checks			
11188	10/13/22	ALHAMBRA & SIERRA SPRINGS	36.00
11189	10/13/22	EVERS LAW GROUP	758.50
11190	10/13/22	FED-EX	8.06
11191	10/13/22	GLOBAL OFFICE	55.70
11192	10/13/22	GRAINGER	60.39
11193	10/13/22	HANSFORD ECONOMIC CONSULTING, LLC	2,102.50
11194	10/13/22	HAROLD BECK & SONS INC	4,260.76
11195	10/13/22	HERC RENTALS	2,652.49
11196	10/13/22	HOLT OF CALIFORNIA	3,836.43
11197	10/13/22	HOLT OF CALIFORNIA	3,836.43
11198	10/13/22	JIM KING	120.00
11199	10/13/22	JOSH SHELTON	120.00
11200	10/13/22	JUSTIN VOSBURGH	120.00
11201	10/13/22	PAUL SCHOTT	120.00
11202	10/13/22	PAUL SCHOTT	153.71
11203	10/13/22	SEAN PATRICK	120.00
11204	10/13/22	SMALL POND MARKETING ARTS & DESIGN	36.25
11205	10/13/22	STEVEN PALMER	120.00
11206	10/13/22	SUMMIT HOME CARE	200.00
11209	10/13/22	DEPT OF ENVIRONMENTAL HEALTH	2,557.70
11210	10/13/22	THATCHER COMPANY OF NEVADA, INC.	3,758.50
11211	10/13/22	DEPT OF ENVIRONMENTAL HEALTH	706.20
11212	10/13/22	UNITED RENTALS (NORTH AMERICA), INC.	830.98
11213	10/13/22	USA BLUEBOOK	785.23
11214	10/13/22	WESTERN NEVADA SUPPLY COMPANY	160.95
11215	10/26/22	ALL ELECTRIC MOTORS, INC.	1,354.17
11216	10/26/22	ALSCO	118.99
11217	10/26/22	ALSCO	123.73
11218	10/26/22	AT&T	93.46
11219	10/26/22	AT&T	24.20
11220	10/26/22	BARNARD, VOGLER & CO.	3,808.55
11221	10/26/22	BLUE SHIELD OF CALIFORNIA	11,029.39
11222	10/26/22	CORBIN WILLITS SYSTEMS, INC.	431.36
11223	10/26/22	EMPLOYER DRIVEN SOLUTIONS	4,112.47
11224	10/26/22	FED-EX	16.12
11225	10/26/22	GIBSON & COMPANY, INC.	14,201.50
11226	10/26/22	GLOBAL OFFICE	107.23
11227	10/26/22	GRAINGER	41.09
11228	10/26/22	HUMANA DENTAL INS. CO.	1,456.30
11229	10/26/22	JOSH SHELTON	200.00
11230	10/26/22	LAFCO	2,313.53
11231	10/26/22	MAPCOMMUNICATIONS	58.00
11232	10/26/22	MATTRACKS INC	9,289.00
11233	10/26/22	NATIONAL LIFE INSURANCE CO.	62.17
11234	10/26/22	O'REILLY AUTOMOTIVE, INC.	26.56
11235	10/26/22	PARAGON PEST CONTROL	65.00
11236	10/26/22	PG&E COMPANY	26,893.85
11237	10/26/22	PG&E COMPANY	758.40
11238	10/26/22	PRINCIPAL LIFE INSURANCE COMPANY	793.46
11239	10/26/22	ROAD SAFETY SERVICES, LLC	340.00
11240	10/26/22	RYAN PROCESS INC.	3,683.21
11241	10/26/22	RYAN PROCESS INC.	518.92
11242	10/26/22	SILVERTIP SNOW REMOVAL	1,000.00
11243	10/26/22	THATCHER COMPANY OF NEVADA, INC.	879.30
11244	10/26/22	TRANSAMERICA LIFE INSURANCE	194.19
11245	10/26/22	TRUCKEE AUTO PARTS	7.08
11246	10/26/22	UNITED RENTALS (NORTH AMERICA), INC.	830.98

Check List

All Bank Accounts

October 1, 2022 - October 31, 2022

Check Number	Check Date	Payee	Amount
11247	10/26/22	UNITED RENTALS (NORTH AMERICA), INC.	830.98
11248	10/26/22	USA BLUEBOOK	884.57
11249	10/26/22	USA BLUEBOOK	485.26
11250	10/26/22	WESTERN NEVADA SUPPLY COMPANY	320.04
11251	10/26/22	WESTERN NEVADA SUPPLY COMPANY	474.18
11252	10/26/22	WESTERN NEVADA SUPPLY COMPANY	107.49
Vendor Check Total			<u>115,451.51</u>
Check List Total			<u><u>115,451.51</u></u>

Check count = 63

November 15, 2022
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			
**** 30 WATER SEWER King, James R 49	Regular			6,133.58			
	Sick Accr-Memo				M1: 85	150.00	Direct Deposit # 4352
	Vacation -Memo				M4: 62	1,292.31	Check Amt 0.00
						129.65	Chkg 730 2,851.22
	EMPLOYEE TOTAL			6,133.58		1,710.40	Net Pay 2,851.22
Patrick, Sean M 59	Regular	48:0500	70:00	3,363.50			
	Standby			270.00		50.00	Direct Deposit # 4353
	Overtime	72:0750	6:00	432.45			Check Amt 0.00
	Double Time	96:1000	1:00	96.10			Chkg 717 3,299.03
	Sick	48:0500	10:00	480.50			
EMPLOYEE TOTAL		87.00	4,642.55		1,293.52	Net Pay 3,299.03	
Schott, Paul A 14	Regular	51:3300	80:00	4,106.40			
	Standby			180.00		850.00	Direct Deposit # 4354
	Overtime	76:9950	2:00	153.99		150.00	Check Amt 0.00
	Sick Accr-Memo				M1: 85		Chkg 019 2,245.80
	Vacation -Memo				M6: 15		
EMPLOYEE TOTAL		82.00	4,440.39		1,194.59	Net Pay 2,245.80	
Shelton, Joshua M... 64	Regular	35:0400	68:75	2,409.00			
	Sick	35:0400	1:25	43.80			Direct Deposit # 4355
	Vacation	35:0400	10:00	350.40			Check Amt 0.00
	EMPLOYEE TOTAL		80.00	2,803.20		627.75	Chkg 722 2,175.45
Vosburgh, Justin E 57	Regular	51:4300	62:25	3,201.52			
	Standby			270.00		200.00	Direct Deposit # 4356
	Sick	51:4300	17:25	887.17		171.34	Check Amt 0.00
	Vacation	51:4300	0:50	25.72			Chkg 400 3,109.62
	CHECK 1 TOTAL		80.00	4,384.41		903.45	Net Pay 3,109.62
	Overtime	77:1450	10:00	771.45			Direct Deposit # 4357
	Double Time	102:8600	11:00	1,131.46			Check Amt 0.00
	CHECK 2 TOTAL		21.00	1,902.91		288.98	Chkg 400 1,613.93
							Net Pay 1,613.93

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/14/22: \$37,279.82

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

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	37,279.82
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	37,279.82
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	2,106.70
	CASH REQUIRED FOR CHECK DATE 10/14/22	39,386.52

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>		BANK DRAFT AMOUNTS & OTHER TOTALS
10/13/22	WELLS FARGO BANK, NA	xxxxxxxxxxxxx393	Direct Deposit	Net Pay Allocations	21,676.98	21,676.98
10/13/22	WELLS FARGO BANK, NA	xxxxxxxxxxxxx393	Readychex®	Check Amounts	3,269.36	3,269.36
				EFT FOR 10/13/22		24,946.34
10/14/22	WELLS FARGO BANK, NA	xxxxxxxxxxxxx393	Taxpay®	Employee Withholdings		
				Social Security	2,154.54	
				Medicare	503.89	
				Fed Income Tax	4,607.21	
				CA Income Tax	2,027.11	
				CA Disability	382.27	
				Total Withholdings	9,675.02	
				Employer Liabilities		
				Social Security	2,154.56	
				Medicare	503.90	
				Total Liabilities	2,658.46	12,333.48
				EFT FOR 10/14/22		12,333.48
				TOTAL EFT		37,279.82

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
10/14/22	Refer to your records for account information		Payroll	Employee Deductions		
				457	1,551.93	
				Credit Un 2	150.00	
				Loan 2	171.34	
				Loan Payment	103.78	

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				
	Life Ins Reimb Txble			100.00				
	Sick Accr-Memo				M1:85			
	Vacation -Memo				M4:62			
	EMPLOYEE TOTAL			6,233.58				
						1,753.38	1,571.96	Net Pay 2,908.24
Patrick, Sean M 59	Regular	48:0500	76.50	3,675.83				
	Standby			270.00				
	Overtime	72:0750	6.00	432.45				
	Sick	48:0500	3.50	168.18				
	EMPLOYEE TOTAL		86.00	4,546.46				
						1,254.15	87.41	Net Pay 3,204.90
Schott, Paul A 14	Regular	51:3300	80.00	4,106.40				
	Standby			225.00				
	Overtime	76:9950	2.50	192.49				
	Double Time	102:6600	1.25	128.33				
	Life Ins Reimb Txble			100.00				
	Sick Accr-Memo				M1:85			
Vacation -Memo				M6:15				
EMPLOYEE TOTAL		83.75	4,752.22					
					1,328.57	1,000.00	Net Pay 2,423.65	
Shelton, Joshua M... 64	Regular	35:0400	70.00	2,452.80				
	Life Ins Reimb Txble			100.00				
	Sick	35:0400	10.00	350.40				
	EMPLOYEE TOTAL		80.00	2,903.20				
						658.73		Net Pay 2,244.47
								Direct Deposit # 4363
Vosburgh, Justin E 57	Regular	51:4300	72.00	3,702.96				
	Standby			180.00				
	Sick	51:4300	8.00	411.44				
	EMPLOYEE TOTAL		80.00	4,294.40				
						876.88	406.34	Net Pay 3,011.18
								Direct Deposit # 4364
CHECK 1 TOTAL	Overtime	77:1450	14.00	1,080.03				
	Double Time	102:8600	8.00	822.88				
	EMPLOYEE TOTAL		22.00	1,902.91				
						288.98		Net Pay 1,613.93
								Direct Deposit # 4365
								Check Amt 0.00

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 (cont.) Vosburgh, Justin E (cont.) 57							
	EMPLOYEE TOTAL		102.00	6,197.31		1,165.86	406.34 Net Pay 4,625.11
**** 40 BOARD MEMBER Gamick, Philip 28	Board Meet			250.00	Social Security	66.57	Direct Deposit # 4366
	Health Stipend			823.76	Medicare	15.57	Check Amt 0.00
					Fed Income Tax	57.76	Chkg 486 910.38
					CA Income Tax	11.67	
					CA Disability	11.81	
	EMPLOYEE TOTAL			1,073.76		163.38	Net Pay 910.38
Kaufman, Joan B 67	Board Meet			275.00	Social Security	79.92	Direct Deposit # 4367
	Health Stipend			1,014.06	Medicare	18.70	Check Amt 0.00
					Fed Income Tax	87.01	Chkg 974 1,063.31
					CA Income Tax	25.94	
					CA Disability	14.18	
	EMPLOYEE TOTAL			1,289.06		225.75	Net Pay 1,063.31
Medveczky, Alexan... 58	Board Meet			250.00	Social Security	54.59	Direct Deposit # 4368
	Health Stipend			630.41	Medicare	12.76	Check Amt 0.00
					Fed Income Tax	38.23	Chkg 111 764.71
					CA Income Tax	0.44	
					CA Disability	9.68	
	EMPLOYEE TOTAL			880.41		115.70	Net Pay 764.71
Parkhurst, Dawn E 66	Board Meet			250.00	Social Security	54.59	Direct Deposit # 4369
	Health Stipend			630.41	Medicare	12.77	Check Amt 0.00
					Fed Income Tax	13.43	Chkg 495 778.58
					CA Income Tax	11.36	
					CA Disability	9.68	
	EMPLOYEE TOTAL			880.41		101.83	Net Pay 778.58
Preis, Cathy 44	Board Meet			300.00	Social Security	56.03	Direct Deposit # 4370
	Health Stipend			603.71	Medicare	13.10	Check Amt 0.00
					Fed Income Tax	60.62	Chkg 011 757.61
					CA Income Tax	6.41	
					CA Disability	9.94	
	EMPLOYEE TOTAL			903.71		146.10	Net Pay 757.61
**** 50 ADMIN Mehler, Deleane 51	Regular	42.0400	66.00	2,774.64	Social Security	208.52	Direct Deposit # 4371
	Sick	42.0400	8.00	336.32	Medicare	48.76	Loan Payment 103.78
	Vacation	42.0400	6.00	252.24	Fed Income Tax	512.52	Loan Payment 243.52
					CA Income Tax	188.10	Chkg 963 1,921.00

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/28/22: \$42,727.30

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

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	42,727.30
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	42,727.30
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	2,422.63
	CASH REQUIRED FOR CHECK DATE 10/28/22	45,149.93

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>		BANK DRAFT AMOUNTS & OTHER TOTALS
10/27/22	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Direct Deposit	Net Pay Allocations	26,120.53	26,120.53
10/27/22	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Readychex®	Check Amounts	3,512.88	3,512.88
				EFT FOR 10/27/22		29,633.41
10/28/22	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Taxpay®	Employee Withholdings		
				Social Security	2,243.75	
				Medicare	581.53	
				Fed Income Tax	4,943.10	
				CA Income Tax	2,117.56	
				CA Disability	382.68	
				Total Withholdings	10,268.62	
				Employer Liabilities		
				Social Security	2,243.75	
				Medicare	581.52	
				Total Liabilities	2,825.27	13,093.89
				EFT FOR 10/28/22		13,093.89
				TOTAL EFT		42,727.30

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
10/28/22	Refer to your records for account	Information	Payroll	Employee Deductions		
				457	1,551.93	
				Credit Un 2	150.00	
				Life Ins EE Post Tax	72.41	
				Loan 2	171.34	

November 15, 2022
Agenda Item: 5A.3

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 SCHEDULE OF CASH AND DEBT RESTRICTED RESERVES
 SEPTEMBER 30, 2022

<u>Bank Account</u>	<u>Reserve</u>	<u>Book Balance</u>	<u>Reserves Restricted</u>
Wells Fargo - Checking		\$ (82,258.65)	
Wells Fargo - Deposit		908,986.02	
Wells Fargo - Savings		304,884.72	
Wells Fargo - Payroll		(171.34)	
LAIF		3,396.10	
	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		5,694.40
Totals		<u>1,134,836.85</u>	<u>755,797.04</u>
Unrestricted Cash Available			<u><u>\$ 379,039.81</u></u>

November 15, 2022
Agenda Item: 5A.4

DONNER SUMMIT PUBLIC UTILITY DISTRICT
FINANCIAL STATEMENTS
AND
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT
SEPTEMBER 30, 2022

DONNER SUMMIT PUBLIC UTILITY DISTRICT
TABLE OF CONTENTS
SEPTEMBER 30, 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
bvcopas.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 three months ended September 30, 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
November 10, 2022

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
 COMBINED BUSINESS-TYPE ACTIVITIES
 FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2022

	Water	Sewer	Treatment	Admin	Total
Program Revenue					
Water fees	\$ 156,812.89	\$ -	\$ -	\$ -	\$ 156,812.89
Sewer fees	-	118,986.59	356,959.78	-	475,946.37
Connection fees	6,800.00	-	-	-	6,800.00
Recycled water sales	-	-	45,202.80	-	45,202.80
Non-CFD revenue for WWTP loan	-	-	70,274.76	-	70,274.76
Sierra Lakes service	-	-	126,573.00	-	126,573.00
Big Bend service fees	7,543.48	-	-	-	7,543.48
Big Bend assessment	5,192.88	-	-	-	5,192.88
Total Program Revenue	<u>176,349.25</u>	<u>118,986.59</u>	<u>599,010.34</u>	<u>-</u>	<u>894,346.18</u>
Expenses					
Salaries-operations	37,598.67	31,617.06	101,687.29	73,305.08	244,208.10
Employee benefits and taxes	11,017.61	8,752.27	29,337.80	19,135.13	68,242.81
Board expense	-	-	-	22,585.49	22,585.49
Professional fees	-	912.18	7,672.86	36,499.58	45,084.62
Dues and subscriptions	-	-	1,121.15	1,440.05	2,561.20
Fees, permits, certifications, leases	-	351.26	374.86	6,162.44	6,888.56
Training, education, travel	260.00	-	3,269.95	1,495.11	5,025.06
Insurance	10,107.32	8,499.33	27,335.70	2,418.02	48,360.37
Office supplies and miscellaneous	-	248.66	840.77	1,171.95	2,261.38
Utilities, communications, telemetry	10,593.05	4,447.51	60,075.94	7,077.04	82,193.54
Chemicals and lab supplies	9,160.76	-	33,795.56	-	42,956.32
Laboratory testing	360.00	-	7,101.99	-	7,461.99
Equipment maintenance and repair	6,232.85	-	10,464.33	-	16,697.18
Small equipment and rental	-	-	328.57	-	328.57
Operating supplies	90.43	271.28	242.72	1,219.91	1,824.34
Sludge removal	-	-	6,504.30	-	6,504.30
Vehicle maintenance, repair, fuel	1,352.12	4,056.37	4,864.99	-	10,273.48
Infiltration and inflow program	-	18,501.47	-	-	18,501.47
Facility maintenance and repair	13,022.44	-	11,511.40	937.11	25,470.95
Amortization of land lease	-	-	5,062.50	-	5,062.50
Debt service	-	-	-	-	-
Capital equipment	12,856.85	855.39	3,041.34	-	16,753.58
Capital projects	-	-	-	-	-
Total Expenses	<u>112,652.10</u>	<u>78,512.78</u>	<u>314,634.02</u>	<u>173,446.91</u>	<u>679,245.81</u>
Excess (Deficiency) of Program					
Revenues Over Expenses	63,697.15	40,473.81	284,376.32	(173,446.91)	215,100.37
General Revenues					
Interest revenue	-	-	-	313.60	313.60
CFD revenue for WWTP loan	-	-	2,549.90	-	2,549.90
Property tax	-	-	-	-	-
Other income	-	-	-	3,613.32	3,613.32
Total General Revenues	<u>-</u>	<u>-</u>	<u>2,549.90</u>	<u>3,926.92</u>	<u>6,476.82</u>
Increase (Decrease) in Net Position	<u>\$ 63,697.15</u>	<u>\$ 40,473.81</u>	<u>\$ 286,926.22</u>	<u>\$ (169,519.99)</u>	<u>\$ 221,577.19</u>
Net Position, Beginning of Year					13,495,729.67
Net Position, End of Period					<u>\$ 13,717,306.86</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 THREE MONTHS ENDED SEPTEMBER 30, 2022

	Actual Year to Date 9/30/22	Budget Total Fiscal Year 2023	Budget Percent Complete 9/30/22	Remaining Budget 9/30/22
Program Revenue				
Water fees	\$ 156,812.89	\$ 622,878.00	25.18%	\$ (466,065.11)
Connection fees	6,800.00	-	0.00%	6,800.00
Big Bend service fees	7,543.48	30,627.00	24.63%	(23,083.52)
Big Bend assessment	5,192.88	20,772.00	25.00%	(15,579.12)
Total Program Revenue	<u>176,349.25</u>	<u>674,277.00</u>	<u>26.15%</u>	<u>(497,927.75)</u>
Expenses				
Salaries-operations	37,598.67	129,244.00	29.09%	91,645.33
Employee benefits and taxes	11,017.61	54,910.00	20.06%	43,892.39
Professional fees	-	73,000.00	0.00%	73,000.00
Dues and subscriptions	-	680.00	0.00%	680.00
Fees, permits, certifications, leases	-	14,680.00	0.00%	14,680.00
Training, education, travel	260.00	1,000.00	26.00%	740.00
Insurance	10,107.32	40,429.00	25.00%	30,321.68
Office supplies and miscellaneous	-	550.00	0.00%	550.00
Utilities, communications, telemetry	10,593.05	48,470.00	21.85%	37,876.95
Chemicals and lab supplies	9,160.76	22,800.00	40.18%	13,639.24
Laboratory testing	360.00	2,020.00	17.82%	1,660.00
Equipment maintenance and repair	6,232.85	5,600.00	111.30%	(632.85)
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	1,352.12	9,106.00	14.85%	7,753.88
Facility maintenance and repair	13,022.44	24,380.00	53.41%	11,357.56
Angela WTP loan principal and interest	-	18,188.00	0.00%	18,188.00
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>112,652.10</u>	<u>514,145.00</u>	<u>21.91%</u>	<u>401,492.90</u>
Excess of Program				
Revenues Over Expenses	63,697.15	160,132.00	39.78%	(96,434.85)
General Revenues				
Property tax	-	30,213.00	0.00%	30,213.00
Grants	-	15,000.00	100.00%	15,000.00
Total General Revenues	<u>-</u>	<u>45,213.00</u>	<u>100.00%</u>	<u>45,213.00</u>
Increase in Net Position	<u>\$ 63,697.15</u>	<u>\$ 205,345.00</u>	<u>31.02%</u>	<u>\$ (51,221.85)</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 THREE MONTHS ENDED SEPTEMBER 30, 2022

	Actual Year to Date 9/30/22	Budget Total Fiscal Year 2023	Budget Percent Complete 9/30/22	Remaining Budget 9/30/22
Program Revenue				
Sewer fees	\$ 118,986.59	\$ 459,844.00	25.88%	\$ (340,857.41)
Total Program Revenue	<u>118,986.59</u>	<u>459,844.00</u>	<u>25.88%</u>	<u>(340,857.41)</u>
Expenses				
Salaries-operations	31,617.06	108,683.00	29.09%	77,065.94
Employee benefits and taxes	8,752.27	46,173.00	18.96%	37,420.73
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	8,499.33	33,997.00	25.00%	25,497.67
Office supplies and miscellaneous	248.66	550.00	45.21%	301.34
Utilities, communications, telemetry	4,447.51	30,293.00	14.68%	25,845.49
Chemicals and lab supplies	-	500.00	0.00%	500.00
Small equipment and rental	-	-	0.00%	-
Operating supplies	271.28	3,500.00	7.75%	3,228.72
Sludge removal	-	-	0.00%	-
Infiltration - inflow	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	4,056.37	19,026.00	21.32%	14,969.63
Facility maintenance and repair	-	2,000.00	0.00%	2,000.00
Capital equipment	855.39	1,263.00	67.73%	407.61
Capital projects	-	90,678.00	0.00%	90,678.00
Total Expenses	<u>78,512.78</u>	<u>357,023.00</u>	<u>21.99%</u>	<u>278,510.22</u>
Excess of Program				
Revenues Over Expenses	40,473.81	102,821.00	39.36%	(62,347.19)
General Revenues				
Property tax	-	20,353.00	0.00%	(20,353.00)
Total General Revenues	<u>-</u>	<u>20,353.00</u>	<u>0.00%</u>	<u>(20,353.00)</u>
Increase in Net Position	<u>\$ 40,473.81</u>	<u>\$ 123,174.00</u>	<u>32.86%</u>	<u>\$ (82,700.19)</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 THREE MONTHS ENDED SEPTEMBER 30, 2022

	Actual Year to Date 9/30/22	Budget Total Fiscal Year 2023	Budget Percent Complete 9/30/22	Remaining Budget 9/30/22
Program Revenue				
Sewer fees	\$ 356,959.78	\$ 1,456,174.00	24.51%	\$ (1,099,214.22)
Recycled water sales	45,202.80	50,000.00	90.41%	(4,797.20)
Non-CFD revenue for WWTP loan	70,274.76	281,044.00	25.00%	(210,769.24)
Sierra Lakes service	126,573.00	381,152.00	33.21%	(254,579.00)
Total Program Revenue	599,010.34	2,168,370.00	27.62%	(1,569,359.66)
Expenses				
Salaries-operations	101,687.29	349,545.00	29.09%	247,857.71
Employee benefits and taxes	29,337.80	148,502.00	19.76%	119,164.20
Professional fees	7,672.86	42,070.00	18.24%	34,397.14
Dues and subscriptions	1,121.15	1,200.00	93.43%	78.85
Fees, permits, certifications, leases	374.86	16,600.00	2.26%	16,225.14
Training, education and travel	3,269.95	2,800.00	116.78%	(469.95)
Insurance	27,335.70	109,343.00	25.00%	82,007.30
Office supplies and miscellaneous	840.77	500.00	168.15%	(340.77)
Utilities, communications, telemetry	60,075.94	429,390.00	13.99%	369,314.06
Chemicals and lab supplies	33,795.56	172,406.00	19.60%	138,610.44
Laboratory testing	7,101.99	45,840.00	15.49%	38,738.01
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	10,464.33	56,210.00	18.62%	45,745.67
Vehicle maintenance, repair, fuel	4,864.99	9,300.00	52.31%	4,435.01
Sludge removal	6,504.30	14,510.00	44.83%	8,005.70
Facility maintenance and repair	11,511.40	43,675.00	26.36%	32,163.60
Amortization of land lease	5,062.50	20,250.00	25.00%	15,187.50
WWTP loan	-	719,191.00	0.00%	719,191.00
Capital equipment	3,041.34	4,477.00	67.93%	1,435.66
Total Expenses	314,634.02	2,194,249.00	14.34%	1,879,614.98
Excess (Deficiency) of Program				
Revenues Over Expenses	284,376.32	(25,879.00)	--	310,255.32
General Revenues				
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	2,549.90	369,159.00	0.69%	(366,609.10)
Increase in Net Position	\$ 286,926.22	\$ 343,280.00	83.58%	\$ 56,353.78

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
 BUDGET AND ACTUAL
 BUSINESS-TYPE ACTIVITY - ADMIN
 FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2022

	Actual Year to Date 9/30/22	Budget Total Fiscal Year 2023	Budget Percent Complete 9/30/22	Remaining Budget 9/30/22
Program Revenue				
Service Fees	-	-	-	-
Total Program Revenue	-	-	-	-
Expenses				
Salaries-operations	73,305.08	271,529.00	27.00%	198,223.92
Employee benefits and taxes	19,135.13	116,941.00	16.36%	97,805.87
Board expense	22,585.49	67,907.00	33.26%	45,321.51
Professional fees	36,499.58	115,680.00	31.55%	79,180.42
Dues and subscriptions	1,440.05	7,100.00	20.28%	5,659.95
Fees, permits, certifications, leases	6,162.44	20,650.00	29.84%	14,487.56
Training, education and travel	1,495.11	1,500.00	99.67%	4.89
Insurance	2,418.02	9,672.00	25.00%	7,253.98
Office supplies and miscellaneous	1,171.95	9,000.00	13.02%	7,828.05
Utilities, communications, telemetry	7,077.04	35,035.00	20.20%	27,957.96
Equipment maintenance and repair	-	6,660.00	0.00%	6,660.00
Operating supplies	1,219.91	-	0.00%	(1,219.91)
Facility maintenance and repair	937.11	3,000.00	31.24%	2,062.89
Total Expenses	173,446.91	664,674.00	26.10%	491,227.09
Deficiency of Program Revenues Over Expenses	(173,446.91)	(664,674.00)	26.10%	491,227.09
General Revenues				
Interest revenue	313.60	-	0.00%	313.60
Other income	3,613.32	6,500.00	55.59%	(2,886.68)
Total General Revenues	3,926.92	6,500.00	60.41%	(2,573.08)
Decrease in Net Position	\$ (169,519.99)	\$ (658,174.00)	25.76%	\$ 488,654.01

SUPPLEMENTARY INFORMATION

DONNER SUMMIT PUBLIC UTILITY DISTRICT
SCHEDULE OF BIG BEND TRANSACTIONS
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2022

Revenue	\$	12,736.36
Expenses		
Fees and permits		-
Telephone		-
Interest		-
Electricity		139.68
Repairs and maintenance		274.38
		<hr/>
Total expenses		414.06
		<hr/>
Excess of revenue over expenses	\$	<u>12,322.30</u>

November 15, 2022
Agenda Item: 5B

**Donner Summit Public Utility District
Board of Directors Regular Meeting
Minutes
Tuesday, October 18, 2022 - 6:00 P.M.
DSPUD Office, 53823 Sherritt Lane, Soda Springs California**

STAFF PRESENT: Steven Palmer, General Manager; Jim King, Plant Manager
Deleane Mehler, Office Assistant

OTHERS PRESENT: Geoffrey O. Evers, General Counsel

1. Call to Order

For the Regular Meeting (Section 54954), October 18, 2022 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 October 18, 2022 of the Donner Summit Public Utility District Board of Directors was called to order at 6:01 p.m. by Vice President Joni Kaufman.

2. Roll Call

Cathy Preis, President	- Absent- Excused
Philip Gamick, Director	- Present
Alex Medveczky, Secretary	- Present
Joni Kaufman, Director	- Present
Dawn Parkhurst, 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 October 18, 2022

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

B. Approve Regular Meeting Minutes September 20, 2022

C. Approve Monthly Safety Meeting Minutes – September 2022

Motion: Accept the Consent Calendar
By: Alex Medveczky
Second: Dawn Parkhurst
Vote: 4 Ayes, 0 Noes, 1 Absent, 0 Abstain, 0 Vacancy
Motion Carries

6. Department Reports

A. Administration - Steven Palmer, General Manager

The General Manager reported:

The Online GIS map of District infrastructure is in draft form and being reviewed by Staff.

Processing the application to the State Water Board to use recycled water on any construction project.

Nevada County Board of Supervisors will appoint Phil Gamick and Craig Combs to the DSPUD Board of Directors for four year terms on October 25, 2022.

The Auditors completed their field work during the week of September 26, 2022.

Winter Storm update:

All paperwork is in process with CalOES for reimbursement.

B. Operations and Maintenance Summary, September- Reported.

7. Information Items

A. Fiscal Year 2021-2022 Budget to Actual Report.

Steve Palmer presented the actual Fiscal Year 2021-2022 Budget to Actual Report.

8. Action Items

A. Adopt Resolution 2022-35 to Continue Remote Board Meetings in Accordance with Assembly Bill 361

Motion: Adopt Resolution 2022-35 to Continue Remote Board Meetings in Accordance with Assembly Bill 361

By Dawn Parkhurst

Second: Phil Gamick

Roll Call Vote

Cathy Preis - Absent

Phil Gamick - Aye

Alex Medveczky - Aye

Joni Kaufman - Aye

Dawn Parkhurst - Aye

Motion Carries

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

Motion: **Adjourn Meeting at 6:29 p.m.**
By: Alex Medveczky
Second: Phil Gamick
Vote: 4 Ayes, 0 Noes, 1 Absent, 0 Abstain, 0 Vacancy

Motion Carries

Schedule of Upcoming Meetings

Regular Meeting – November 15, 2022
Regular Meeting – December 20, 2022
Regular Meeting – January 17, 2023

Respectfully Submitted,

Deleane Mehler

Deleane Mehler
Administrative Assistant

November 15, 2022
Agenda Item: 6A



STAFF REPORT

TO: Board of Directors

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

SUBJECT: General Manager Report

Project Updates

Online GIS map of District infrastructure is in draft form and being reviewed by Staff.

Processing application to State Water Board to use recycled water on any construction project.

Nevada County Board of Supervisors appointed Phil Gamick and Craig Combs to DSPUD Board for four-year terms on October 25, 2022.

Winter Storm Update

All paperwork is in process with CalOES for reimbursement.

Upcoming Board Items

- New Board Member and Select Board Officers
- Sugar Bowl Sewer Extension Agreements
- Personnel Manual Update
- Water Theft Ordinance
- Recycled Water Fee
- Debt Policy

Attachment – No Paid Workers Compensation Claims in 2021-2022 Letter from SDRMA

October 18, 2022

Ms. Cathy Preis
Board President
Donner Summit Public Utility District
Post Office Box 610
Soda Springs, California 95728-0610

Re: No Paid Workers' Compensation Claims in 2021-22

Dear Ms. Preis,

This letter is to formally acknowledge the dedicated efforts of the Donner Summit Public Utility District's Governing Body, management and staff towards proactive loss prevention and workplace safety. Your agency's efforts have resulted in no "paid" workers' compensation claims for program year 2021-22. A "paid" claim for the purposes of this recognition represents the first payment on an open claim during the prior program year. This is a great accomplishment!

In addition to this annual recognition, members with no "paid" claims during 2021-22 earned one credit incentive point (CIP) thereby reducing their annual contribution amount. Also, members without claims receive a lower "experience modification factor" (EMOD), which also reduces their annual contribution amount.

As SDRMA is dedicated to serving its members and preventing claims, we would appreciate your agency taking a moment and sharing with us what made your District successful in preventing work-related injuries. Our goal is to incorporate your successful ideas and suggestions into our loss prevention programs to benefit all members of SDRMA. Please forward any ideas or suggestions to us at memberplus@sdrma.org.

On behalf of the SDRMA Board of Directors and staff, it is my privilege to congratulate the Governing Body, management, and staff for their commitment to proactive loss prevention and safety in the workplace.

Sincerely,
Special District Risk Management Authority



Mike Scheafer, President
Board of Directors

October 18, 2022

Ms. Cathy Preis
Board President
Donner Summit Public Utility District
Post Office Box 610
Soda Springs, California 95728-0610

Re: President's Special Acknowledgement Award – Property/Liability Program

Dear Ms. Preis,

This letter and enclosed certificate are to formally acknowledge the dedicated efforts of the Donner Summit Public Utility District's Governing Body, management, and staff towards proactive risk management and loss prevention training for earning the President's Special Acknowledgement Award! The Award is to recognize members with no "paid" claims during the prior **five consecutive program years** in the Property/Liability Program.

A "paid" claim for the purposes of this recognition represents the first payment on an open claim during the prior program year and excludes property claims. Your agency's efforts have resulted in no "paid" property/liability claims for the prior five consecutive program years from 2017-22. This is an outstanding accomplishment that serves as an example for all SDRMA members!

In addition to this annual recognition, members with no "paid" claims during 2021-22 earned one credit incentive point (CIP) reducing their annual contribution amount, and members with no "paid" claims for the prior 5 consecutive program years earned three additional bonus CIPs.

On behalf of the SDRMA Board of Directors and staff, it is my honor to congratulate your Governing Body, management, and staff for your commitment to proactive risk management and loss prevention training.

Sincerely,
Special District Risk Management Authority



Mike Scheafer, President
Board of Directors



President's Special Acknowledgement Award

The President of the Special District Risk Management Authority

Hereby gives special recognition to

Donner Summit Public Utility District

The President's Special Acknowledgement Award is to recognize members with no "paid" claims during the prior five consecutive program years in the Property/Liability Program. A "paid" claim for the purposes of this recognition represents the first payment on an open claim during that same period and excludes property claims. Congratulations on your excellent claims record!

A handwritten signature in blue ink, appearing to read "Mike Scheafer", is written over a horizontal line.

Mike Scheafer, SDRMA Board President

October 18, 2022

Date

November 15, 2022
Agenda Item: 6B

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

October 2022

Donner Summit Public Utility District Waste Water Flow Data

November 15, 2022
Agenda Item: 6B

MONTH OF October 2022		DSPUD Influent	SLCWD Influent	Total Plant Influent	Total Plant Influent	Total Plant EFF River	Total Plant EFF Irr	DSPUD Fresh Water Treated	SLCWD Fresh Water Treated	Weather	Lake Angela Water Level
DATE	DAY	MGD	MGD	MGD	Totalizer	MGD	MGD	MGD	MGD	Cond	Elevation
10/01/22	SAT	0.0507	0.0463	0.09700	1.80102		0.000	0.147	0.0843	Clear	7,188.2
10/02/22	SUN	0.0935	0.0435	0.13700			0.000	0.115	0.0000	Clear	
10/03/22	MON	0.1385	0.0545	0.19300			0.242	0.143	0.1300	Clear	
10/04/22	TUE	0.1508	0.0382	0.18900			0.235	0.153	0.0852	Clear	
10/05/22	WED	0.1404	0.0446	0.18500			0.000	0.131	0.1109	Clear	
10/06/22	THU	0.1094	0.0426	0.15200			0.188	0.111	0.0951	Clear	
10/07/22	FRI	0.0927	0.0453	0.13800			0.134	0.117	0.0711	Clear	
10/08/22	SAT	0.0771	0.0619	0.13900			0.218	0.127	0.0438	Clear	
10/09/22	SUN	0.1034	0.0436	0.14700			0.181	0.125	0.0581	Clear	
10/10/22	MON	0.1164	0.0466	0.16300			0.219	0.125	0.1142	Clear	
10/11/22	TUE	0.1272	0.0338	0.16100			0.206	0.125	0.0628	Clear	
10/12/22	WED	0.1386	0.0374	0.17600			0.184	0.128	0.0487	Clear	
10/13/22	THU	0.1370	0.0390	0.17600			0.194	0.168	0.0876	Clear	
10/14/22	FRI	0.1273	0.0377	0.16500			0.182	0.117	0.0000	Clear	
10/15/22	SAT	0.1155	0.0485	0.16400			0.000	0.109	0.1342	Clear	
10/16/22	SUN	0.1164	0.0476	0.16400			0.150	0.188	0.0000	Clear	
10/17/22	MON	0.1037	0.0493	0.15300			0.156	0.136	0.0905	Clear	
10/18/22	TUE	0.1101	0.0519	0.16200			0.194	0.146	0.0528	Clear	
10/19/22	WED	0.1183	0.0277	0.14600			0.178	0.180	0.0896	Clear	
10/20/22	THU	0.1389	0.0311	0.17000		0.0000		0.180	0.1027	Clear	
10/21/22	FRI	0.1183	0.0277	0.14600		0.0000		0.319	0.0000	Clear	
10/22/22	SAT	0.0980	0.0330	0.13100		0.0000		0.180	0.0000	Cloudy	
10/23/22	SUN	0.1525	0.0345	0.18700		0.0000		0.114	0.0696	Lt Snow	
10/24/22	MON	0.1437	0.0283	0.17200		0.1170		0.121	0.0638	Clear	
10/25/22	TUE	0.1201	0.0279	0.14800		0.1210		0.239	0.0767	Clear	
10/26/22	WED	0.1243	0.0267	0.15100		0.1330		0.186	0.0625	Clear	
10/27/22	THU	0.1152	0.0278	0.14300		0.1170		0.188	0.0528	Clear	
10/28/22	FRI	0.1261	0.0239	0.15000		0.1260		0.188	0.0619	Clear	
10/29/22	SAT	0.1271	0.0329	0.16000		0.1000		0.116	0.0000	Clear	
10/30/22	SUN	0.1445	0.0245	0.16900		0.1320		0.121	0.0000	Clear	
10/31/22	MON	0.1071	0.0359	0.14300		0.1520		0.151	0.0677	Clear	
					1.805810						7,186.4
10/2022 Daily Totals		3.68287	1.19413	4.87700	N/A	0.9980	2.8610	4.6913	1.9168	Drop	(1.8')
10/2022 Totalizer Total		3.59587	1.19413	4.79000	4.790	0.9980	2.8610	4.6913	1.9168	MG Available	68
Difference		-0.08700	0.00000	-0.08700	N/A	0.0000	0.0000	0.0000	0.0000		
Percentage Difference		-2.42%	0.000%	-1.816%	N/A	0.000%	0.000%	0.000%	0.001%		
10/2022 AVG/DAY		115,996	38,520	154,516	154,516	32,194	92,290	151,332	61,832		
10/2021 Totalizer Total		3.37622	1.12378	4.50000	4.500	1.3880	2.706	6.0718	1.304000		
10/2021 AVG/DAY		108,910	36,251	145,161	145,161	44,774	87,290	195,865	42,065		

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: October 2022

Operations WWTP

- ◆ Discontinued spray irrigation and began receiving water discharge.
- ◆ Flows to spray irrigation 2.9 MG.
- ◆ Flows to receiving waters 1.0 MG.
- ◆ Continued lime slurry feed and adjustment.
- ◆ Continued feeding ammonia to prepare the plants for winter operation.
- ◆ Removed the sprinklers and drained back the tailwater catch pond at the spray irrigation site.
- ◆ Staff assisted Soda Springs Ski Resort with the testing of its snow making equipment.



- ◆ Installed a sewer lateral at 21164 Donner pass Rd.

- ◆ Cleaned out last of the sludge from the drying beds in preparation for winter.



- ◆ Staff processed 21 USA dig ticket.

Operations Water Plant

- ◆ Completed and sent out monthly potable water reports to DHS.
- ◆ Had annual inspection at Big Bend water treatment plant.
- ◆ Opened the gate at Lake Angela Dam for winter, per the requirements of the Division of Safety of Dams.



- ◆ Collected extra bacteriological samples within the district to ensure water quality due to algae issues.
- ◆ Staff spent a multitude of hours at the treatment plant trying to adjust for the treatment of algae in the lake.
- ◆ Removed the hydrant meters from Sugar Bowl and Auburn Ski Club.
- ◆ Located and marked water service at 21907 Donner Pass Rd.
- ◆ Staff met with Nevada County on the service project at 21146 Donner pass Rd to discuss paving patching.

- ◆ Installed the chains on the loader.



- ◆ Placed staff gauge in the intake structure at lake Angela.



- ◆ Continued tracking the active water level of Lake Angela.

◆ Date	Water Surface Elevation (FT MSL)	Storage (MG)
7/18/2022	7191.24	86
8/16/2022	7190.75	80
9/13/2022	7188.30	78
9/28/2022	7187.80	72
10/31/2022	7186.40	68

- ◆ Turned the water service back on at the Ski Inn.
- ◆ Installed water service to 21164 and 2116 Donner Pass Rd.

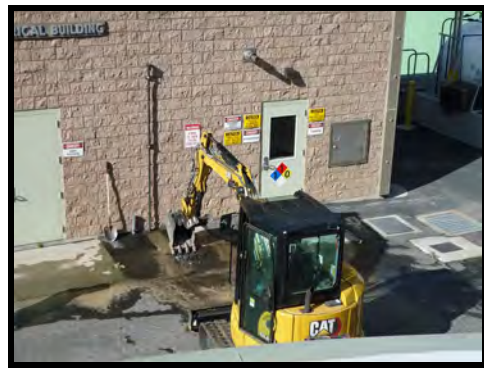
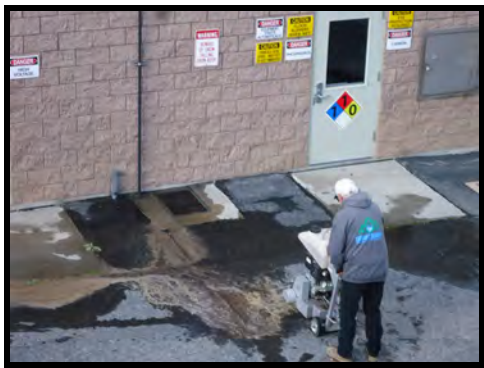
- ◆ Located the water meter at Sugar Bowl's ski rental shop.
- ◆ Shut the water off at the Pacific Crest Trail Head.
- ◆ Shut off water service to 58545 Old Donner Summit Rd. for upcoming Union Pacific work.
- ◆ Conducted a hydrant flow test at 5720 Tiger Lilly Ct.

Repairs and Maintenance WWTP

- ◆ Reset the controls at sewer lift station #7 after power outage.
- ◆ Assisted contractor with the annual heat exchanger service.



- ◆ Serviced the Dodge 1500 and repaired the rear taillight.
- ◆ Picked up the repaired blower #4213 motor from All Electric.
- ◆ Repaired a water leak in front of the Electrical/Generator building.



- ◆ Staff assisted contractor with annual sewer lift station cleaning.

- ◆ Staff assisted contractor with the biannual checks to the UV disinfection system and controls.



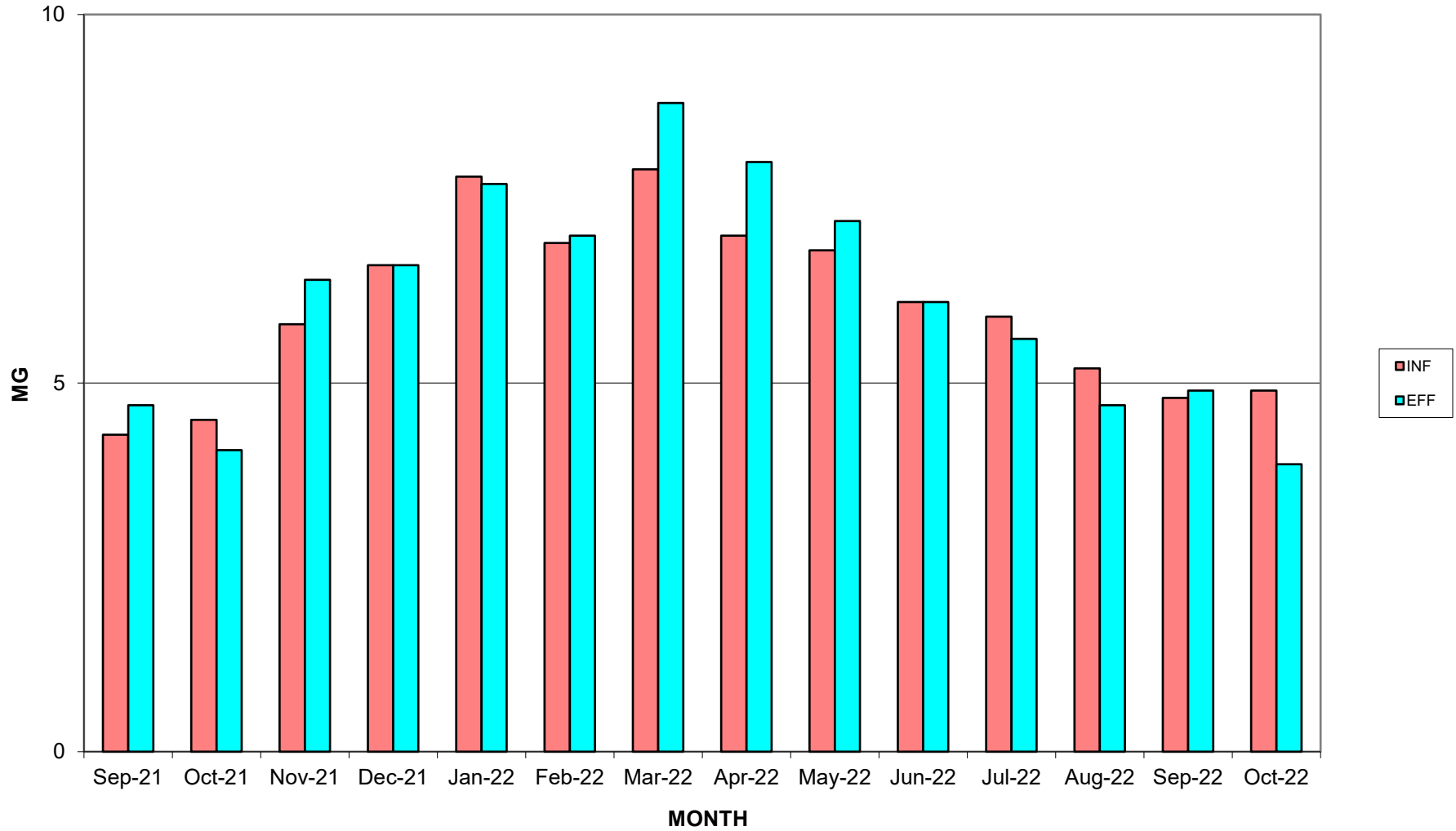
Repairs and Maintenance WTP

- ◆ Replaced chemical feed hoses on the chlorine, alum and caustic feed pumps.
- ◆ Cleaned and calibrated the turbidity and chlorine analyzers.
- ◆ Installed a new hose reel on the portable pressure washer.

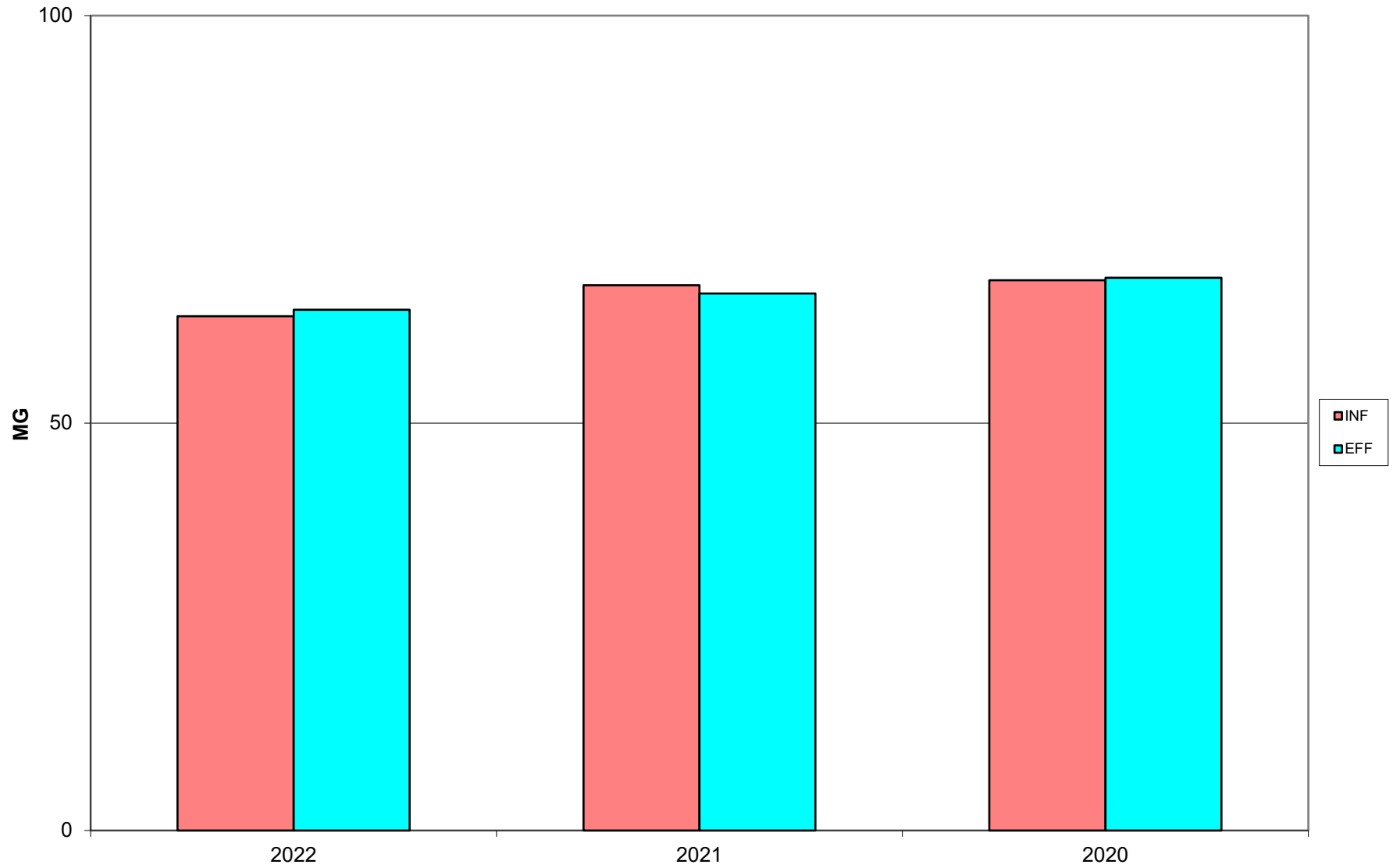
Laboratory

- ◆ Discontinued land discharge and water quality testing.
- ◆ Began river discharge monitoring.

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

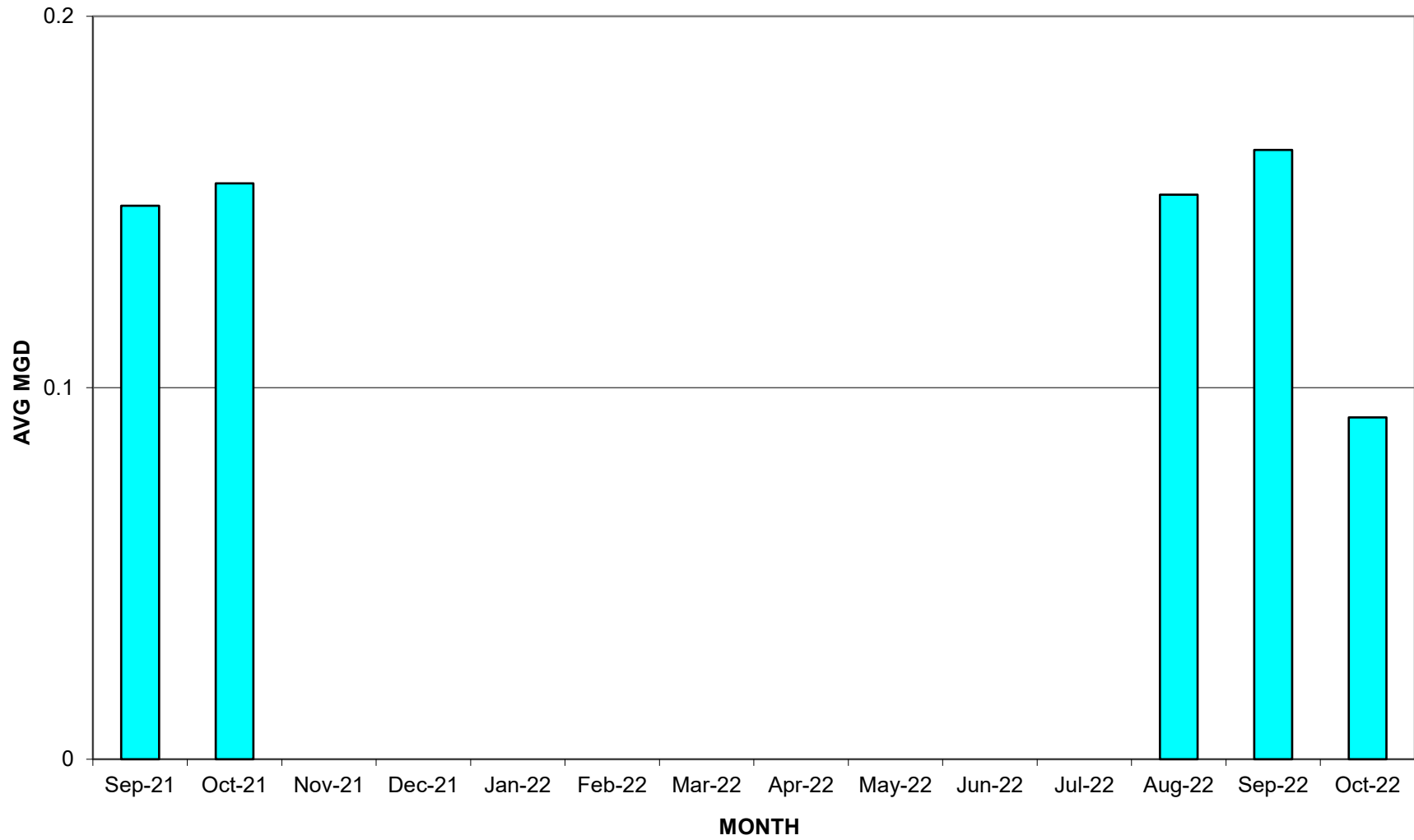


**DONNER SUMMIT PUD WWTP ANNUAL TOTAL INFLUENT FLOW TO TOTAL EFFLUENT
FLOW
2022 DATA THROUGH OCTOBER**

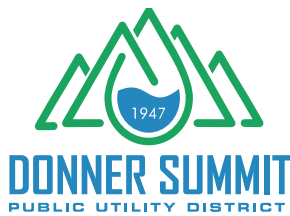


DONNER SUMMIT PUD WWTP

**AVG EFFLUENT FLOW TO LAND IRRIGATION
YEARS 2021/2022**



November 15, 2022
Agenda Item: 7A



STAFF REPORT

TO: Board of Directors

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

SUBJECT: Adopt a Resolution Approving a Professional Services Agreement with GEI Consultants, Inc. for a Water Supply Resiliency Study and Water Shortage Contingency Plan in the Amount of \$81,782

RECOMMENDATION

Adopt a Resolution Approving a Professional Services Agreement with GEI Consultants, Inc. (GEI) for a Water Supply Resiliency Study and Water Shortage Contingency Plan in the Amount of \$81,782.

BACKGROUND

A recent Compliance Inspection by the State of California included a finding that the District needs to prepare a water supply resiliency study to evaluate the vulnerability of the District's water supply to climate change, drought, eutrophication, algal blooms, and invasive species and develop a plan to respond to these threats (Compliance Inspection Finding Item 3 in Appendix A of the 2021 Compliance Inspection (Attachment 1)). Additionally, it would be helpful for the District to have a water shortage contingency plan that prescribes water conservation activities to be implemented in response to declining water levels at Lake Angela. The compliance inspection set a deadline of December 31, 2023 for completion of the water supply resiliency study.

The General Manager prepared and circulated a request for proposals (RFP) on August 22, 2022. The scope of work is intended to address the State Compliance Inspection Finding and to meet the requirements of SB552 (Water Code Section 10609.50 et seq.) for an "abridged Water Shortage Contingency Plan." The RFP is included as Attachment 2.

DISCUSSION AND ANALYSIS

The District received proposals from GEI and Carollo Engineering in response to the RFP. The proposals were reviewed by the General Manager and Chief Plant Operator Jim King. GEI's proposal was ranked the highest and their proposed project team was interviewed. After that interview, it was determined that GEI was the most qualified to perform this work for the District.

The price quotes were then opened and reviewed.

GEI	\$81,782
Carollo Engineering	\$92,900

GEI's price proposal was reviewed and determined that the rates and hours are appropriate for this scope of work.

Staff recommends that the Board adopt a resolution approving the professional services agreement with GEI.

FISCAL IMPACT

The Fiscal Year 2022/2023 budget included \$35,000 for this work, including \$15,000 from a Financial Assistance Program (FAP) Grant from the Placer County Water Agency (PCWA), and \$20,000 from District funds. The total cost of the agreement is \$76,035 plus \$5,752 for optional communications and grant research, and work will continue into Fiscal Year 2023/2024. The budget for FY2023/2024 will need to include \$46,782 to complete the studies.

CEQA ASSESSMENT

This is not a CEQA Project

ATTACHMENTS

1. Request for Proposals
2. Professional Services Agreement
3. Resolution



DONNER SUMMIT PUBLIC UTILITY DISTRICT

REQUEST FOR PROPOSALS

**Water Supply Resilience Study and
Water Shortage Contingency Plan**

Date Released: August 22, 2022

Proposal Submission Deadline: 2:00 pm, September 22, 2022

Submit one electronic copy of the proposal.

Submit Proposal to:

Steven Palmer
General Manager
Donner Summit Public Utility District
PO Box 610
53823 Sherritt Lane
Soda Springs, California 95728
spalmer@dspud.com

Table of Contents

1. INTRODUCTION 1
 1.1 General Description of RFP 1
 1.2 RFP Schedule..... 1
 1.3 General Selection Process..... 1
2. SCOPE OF SERVICES 2
3. SUBMITTAL REQUIREMENTS 3
4. SELECTION PROCESS AND EVALUATION CRITERIA 5
 4.1 Selection Criteria 5
5. CONTRACTUAL INDEMNIFICATION AND INSURANCE REQUIREMENTS 5
6. EXTRA WORK..... 7
7. INQUIRIES 7
8. ATTACHMENTS 7

1. INTRODUCTION

The Donner Summit Public Utility District (District or DSPUD) is soliciting sealed Proposals from qualified consulting firms to provide professional engineering services necessary to prepare a Water Supply Resilience Study and Water Shortage Contingency Plan.

The District will use a “Qualifications Based Selection” process in determining which Consultant to be selected for the contract. The process will include an evaluation and ranking of Consultants based on set evaluation criteria. Top ranking Consultants may be asked to participate in an oral interview. The District will open and review the proposal of the top ranked consultant. If for any reason an acceptable contract cannot be negotiated with the top ranked consultant, negotiations will commence with the next-ranked firm. The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information from proposers, or to allow corrections of errors or omissions. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right, without prejudice, to reject any or all proposals

1.1 General Description of RFP

This RFP describes the general Scope of Services, necessary proposal components, consultant selection process, and required format of the proposal, as well as a sample copy of the District’s Professional Services Agreement included in Attachment A.

1.2 RFP Schedule

Advertisement of RFP	August 22, 2022
Deadline for Questions	September 9, 2022
Response to Questions	September 13, 2022
Deadline for Proposal Submittal	2:00 pm, September 22, 2022
Final Consultant Selection	Anticipated October 18, 2022

1.3 General Selection Process

The District intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. The District will review all proposals and evaluate them according to the following criteria:

- Qualifications of Team
- Project Understanding and Innovation
- Similar Experience / References

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

2. SCOPE OF SERVICES

The District has a single source of supply for domestic water purposes, Lake Angela. The water from Lake Angela is treated and delivered to approximately 360 domestic water customers in the area of Donner Summit. The overall objective of this work is to evaluate the vulnerability of the District's water supply to climate change, drought, eutrophication, algal blooms, and invasive species and develop a plan to respond to these threats. The work shall address Compliance Inspection Finding Item 3 in Appendix A of the 2021 Compliance Inspection (Attachment A) and meet the requirements of SB552 (Water Code Section 10609.50 et seq.) for an "abridged Water Shortage Contingency Plan." Additionally, this work is partially funded by a Financial Assistance Program (FAP) Grant from the Placer County Water Agency (PCWA), and the work must address the items in the scope of work of that grant. The FAP agreement, including that scope of work, is included as Attachment B to this RFP. All work must be completed by December 31, 2023.

The Scope is anticipated to include, but not be limited to, the following tasks.

Task 1 – Evaluate Risk of Water Quality Impacts

Review historic data provided by DSPUD and perform a risk analysis. Evaluate the potential for water quality impacts such as algal blooms to reduce the amount of drinking water able to be produced. Quantify the likelihood of impacts, and the magnitude of the impacts; ie. Determine the water supply deficit caused by algal blooms.

Task 2 – Evaluate Risk of Drought Impacts

Review available studies and predictions regarding the current drought and the impact of climate change on Sierra Nevada snowpack. Use this data and DSPUD water usage data to evaluate the potential for water supply impacts on DSUD customers. Quantify the likelihood and range of water supply deficits predicted to be caused by drought and climate change.

Task 3 – Identify Potential Sources of Additional Water

Perform research to identify potential sources of additional water for both temporary and permanent solutions. These sources need to supply enough water to meet the deficits identified in Tasks 1 and 2.

Task 4 – Evaluate Potential Sources of Additional Water

Evaluate each potential alternative source identified in Task 3 for constraints, feasibility, and cost implications.

Task 5 – Water Shortage Response Planning

Identify standard water shortage levels corresponding to progressive ranges based on the water supply conditions, including catastrophic events. Identify responses to each of those levels (Water Code Section 10609.60 (a)(2)(A) & (B)). Collect information necessary to meet the Water Code requirements for an "abridged Water Shortage Contingency Plan," such as drought planning contacts, and other local contacts that should be contacted during a water shortage.

Task 6 – Prepare Final Study

Prepare draft final study for review by DSPUD staff and State Division of Drinking Water staff. Following approval by DSPUD Staff, prepare final study and present in a public Board meeting.

3. SUBMITTAL REQUIREMENTS

The intent of these requirements is to assist proposers in the preparation of their proposal and to simplify the review process for the District. One electronic copy of the proposal must be received and date stamped by the District no later than September 22, 2022 at 2:00 PM. The sender is solely responsible for the mail or delivery system delivering the proposal to the District on or before the deadline.

Proposals shall be clearly marked “Request for Proposals for Water Supply Resilience/Water Shortage Contingency Plan,” and submitted to:

Steven Palmer, General Manager
Donner Summit Public Utility District
53823 Sherritt Lane
PO Box 610
Soda Springs, CA 95728
spalmer@dspud.com

Note: Late submittals or submittals delivered to the wrong location will be rejected.

The District requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFP. The proposal must be signed by proposer’s representative authorized to execute a contract between the District and proposer. The proposal must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

A. Cover Letter

1. Name, address, telephone number for the firm.
2. Signed by an authorized representative of the consultant. The Consultant shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Consultant. The form could be a Corporate Resolution.
3. State the proposal is firm for a 90-day period from the proposal submission deadline.
4. Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
5. Provide the location of the Consultant’s headquarters. In addition, provide the location of any local support offices, which will provide service to the District.
6. Acknowledge that the Consultant will provide the insurance and indemnification required per the attached Professional service agreement.
7. Acknowledge that the Consultant will abide by the applicable terms of the PCWA FAP Agreement, including being subject to an audit of Project documents for up to three years after completion of the Project as required by Government Code Section 8546.7.

B. Project Team Information

Provide the names and positions of all staff proposed including staff for proposed sub-consultants. The proposal shall also designate the project manager in charge of the project, and the District's contact throughout the project. It is allowable for a single individual to fulfill multiple roles.

C. Project Understanding and Innovation

Include visions or concepts for performing the services.

D. Work Plan / Scope of Work

Include a work plan/scope of work meeting the minimum requirements of the projects listed in the Scope of Services. Consultant is encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals.

E. Project Schedule

Schedule needs to be adequate and reasonable to ensure timely completion of the tasks listed in the Work Plan / Scope of Work. Emphasis should be placed on realistic review cycles. All work must be completed by December 31, 2023.

F. Level of Effort & Work by Others

Provide a matrix showing the estimate of time (in hours) to perform the work, detailed by tasks, listed in the Scope of Work. Identify any and all sub-consultant proposed to serve on the project, with background information for each and particular experience of key personnel, including project descriptions and resumes. This section should describe all work not included in the proposal. Any work that is needed to complete the project that is not listed in the "Work Done by Others" will be considered part of the work provided by the Consultant and included in the proposal. Please include a list of tasks which the Consultant expects District staff to perform, information the Consultant expects District to provide, and an estimated amount of District staff time required for each task of the scope of work.

G. Relevant Experience and References

State the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by the District, particularly for the Project Manager and other key project staff members assigned to the project. Except under circumstances beyond the Consultant's control, the District will not accept substitutions of key members of the team put forth as part of the winning proposal.

For all staff members, describe their role giving not only their title but also the specific services they will perform and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role. Provide a brief description of at least three similar projects for which the Consultant has provided services during the past five years. For all referenced projects list the:

- Client (contact person, address and phone number)
- Project description and location
- Description of services by Consultant
- Total value of services provided by Consultant
- Consultant's project manager
- Key personnel involved
- Sub consultant employed

H. Fee Schedule

Submit the proposed fee schedule in a separate electronic file. The rates quoted will remain in effect for the duration of the Agreement, unless approved by the District. Rates shall be included for all employment categories necessary to perform the work outlined in this RFP in accordance with applicable State of California Industrial Labor Rate Standards. Failure to provide a separate fee schedule can be grounds for the District, at its sole discretion, to reject the proposal.

4. SELECTION PROCESS AND EVALUATION CRITERIA

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information from proposers, or to allow corrections of errors or omissions.

4.1 Selection Criteria

The District intends to select a Consultant based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. The District will review all proposals and evaluate them according to the following criteria:

- Qualifications of team
- Project Understanding and Innovation
- Similar Experience / References
- Work Plan / Scope of Work
- Project Schedule

Consultant may be either selected based on information included in the proposal or the Consultant may be requested to interview prior to final selection.

5. CONTRACTUAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification

Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of consultant arising out of or in connection with consultant's performance, including without limitation the payment of attorneys fees. Further, consultant shall defend at its own expense, including attorney's fees, District, its officials, officer, employees, and agents in any legal action based upon such acts, omissions or willful misconduct.

B. Insurance

Consultant shall obtain and shall require its sub-consultants to obtain insurance of the types and in the amounts described below and satisfactory to District.

i. Commercial General Liability Insurance

Consultant shall maintain occurrence version commercial general liability insurance of equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

ii. Business Automobile Liability Insurance

Consultant shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for hired vehicles. Non-owned automobiles shall be covered by the general liability policy.

iii. Professional Liability Insurance

Consultant shall maintain errors and omissions liability insurance with a limit of not less than \$2,000,000 each claim with a total aggregate of \$2,000,000. Such insurance shall be maintained for a minimum of three (5) years following completion of the services.

iv. Worker's Compensation Insurance

Consultant shall maintain worker's compensation insurance with statutory limits. Employer's liability shall be \$1,000,000 per accident for bodily injury or disease.

v. Additional Insureds

Such insurance shall name PCWA and DSPUD, their officials, officers, employees, agents and consultants, as Insureds with respect of performance of Services. Such insured status shall contain no special limitations in the scope of its protection to the above-listed Insureds. All insurance shall be primary with respect to any insurance or self insurance programs covering District, its officials, officers, employees, agents, and consultants and shall contain standard separation of Insureds provisions.

vi. Certificates of Insurance

Consultant shall, prior to commencement of the Services, furnish to District properly executed certificates of insurance, and copies of endorsements and policies, which shall clearly evidence all insurance required in this Section. Consultant shall not allow such insurance to be canceled, expire or be materially reduced in coverage except upon 30 days prior written notice to District.

vii. Term of Coverage

Consultant shall maintain all insurance required by this RFP from the time services commence until services are completed, except as may be otherwise required by this section. Consultant shall replace any policies, certificates and endorsements for any insurance expiring prior to completion of the services.

viii. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

ix. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

6. EXTRA WORK

At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the project, but which the parties did not reasonably anticipate would be necessary at the preparation of this RFP. Consultant shall not perform Extra Work until receiving written authorization from District's project representative.

7. INQUIRIES

Direct any questions and correspondence regarding this RFP, during normal business hours, to:

MAIN POINT OF CONTACT
FOR ALL INQUIRIES
Donner Summit Public Utility District
Steven Palmer
General Manager
spalmer@dspud.com

All questions must be directed to Steven Palmer by e-mail. If you would like updates during the RFP process directly, you must request your e-mail address be added to the distribution e-mail list.

8. ATTACHMENTS

Attachment A to this RFP are relevant excerpts from the 2021 Compliance Inspection.

Attachment B to this RFP is the FAP Agreement with PCWA.

Attachment C to this RFP is the District's Professional Services Agreement

**ATTACHMENT A
EXCERPTS FROM COMPLIANCE INSPECTION**

EXCERPT ONE:

November 15, 2022

Agenda Item: 7A
Refer to Section
Attachment 1

6. Drought Preparedness

Has a "Water Supply Contingency Plan" been prepared: ___ Yes ___ No Other Unknown

Surface Water Supplies:

Contracted Supplies (all likely water reductions): ___ Yes ___ No Other Unknown

Natural Supplies (Historical drought conditions): ___ Yes ___ No Other Unknown

Ground Water Supplies:

Well Pumping Capacity (flow-rate monitoring): ___ Yes ___ No Other N/A

Ground-water Levels (sounding/manometry): ___ Yes ___ No Other N/A

Storage:

Daily Max Demand Tank Levels (daily record): ___ Yes ___ No Other Unknown

Intertie evaluation (connection to a neighbor): ___ Yes ___ No Other N/A

Water Conservation (restrictions on unneeded use): ___ Yes ___ No Other Unknown

Discussion and Appraisal: Water systems are to report the vulnerability of their system to climate change. The greatest vulnerability reported by the Water System in 2020 is surface water quality degradation issues related to eutrophication, algal blooms, and invasive species. The Water System also listed drought conditions as a vulnerability. The Water System has no interties with neighboring water systems or alternative raw water sources to meet demand if Lake Angela were impacted by drought conditions or water quality degradation.

EXCERPT TWO:

J. CLIMATE CHANGE VULNERABILITY ASSESSMENT

a. Fire:

Is Defensive Space of 100-feet (California Public Resources Code 4291) maintained around all structures owned, operated, and managed by the Community Water System? ___ Yes X No

Discussion and Appraisal: The Water System should be aware of the value of establishing defensive spaces and all areas should be cleared of material that could either cause fire or become fuel for a natural fire to the greatest extent possible.

a. Flooding:

Has the water system had a history of flooding? ___ Yes X No

Are any of the drinking water facilities owned, operated, and managed by the Community Water System vulnerable to flooding? ___ Yes X No

Discussion and Appraisal: None of the facilities appeared to be at risk of flooding.

b. Drought:

Has the water system had any history of drought related shortages and/or outages? ___ Yes X No

Is water system prepared for drought related shortages or outages? (Interties, backup supply, increased storage, etc.) ___ Yes X No

Discussion and Appraisal: There does not appear to be any water conservation measures established relating to drought water use. The Water System should evaluate the risk of drought and consider demand management, enhanced communication with customers, and outreach if surface water supply is impacted. The Water System should share the information with the Division.

c. Water Quality Degradation:

Has the water system had any surface water quality issues related to eutrophication, algal blooms, invasive species? X Yes ___ No

Discussion and Appraisal: The Water System has described that it experiences seasonal algal blooms at Lake Angela.

EXCERPT THREE:

Raw Water Source Susceptible to Drought and Algal Blooms – The Water System should develop a contingency plan that addresses the loss or significant impact to the Lake Angela raw water source. The plan should address alternatives to correct these conditions and submit to the Division for review.

**ATTACHMENT B
PCWA FAP AGREEMENT**

November 15, 2022
Agenda Item: 7A
Attachment 1



PLACER COUNTY WATER AGENCY
SINCE 1957
BOARD OF DIRECTORS BUSINESS CENTER
Gray Allen, District 1 144 Ferguson Road
Primo Santini, District 2 MAIL
Mike Lee, District 3 P.O. Box 6570
Robert Dugan, District 4 Auburn, CA 95604
Joshua Alpine, District 5 PHONE
 (530) 823-4850
 (800) 464-0030
Andrew Fecko, General Manager WWW.PCWA.NET

June 8, 2022

Mr. Steven Palmer
General Manager
Donner Summit Public Utility District
P.O. Box 610
Soda Springs, CA 95728

Dear Steven,

On May 19, 2022, the Placer County Water Agency Board of Directors awarded the Donner Summit Public Utility District a Grant totaling \$15,000 for the project titled "Supply/Drought Resiliency Study", under PCWA's 2022 Financial Assistance Program (FAP).

Please indicate your acceptance of the terms of this Agreement by electronically signing this document in Adobe Sign. Once countersigned by the Agency, you will receive an executed original for your files.

Thank you for your interest in the Financial Assistance Program. Should you have any questions, please do not hesitate to contact me at (530) 823-4875 or Melissa Cope at (530) 823-4850.

Sincerely,

Joseph H. Parker, CPA
Director of Financial Services



Placer County Water Agency
2022 Financial Assistance Program
Funding Agreement

November 15, 2022
Agenda Item: 7A
Attachment 1

This Agreement by and between the **Placer County Water Agency**, (“PCWA”), and **Donner Summit Public Utility District**, (“District” or “DSPUD”), collectively referred to as “Parties”, for a Grant under the 2022 PCWA Financial Assistance Program, (“FAP”) is made as of the date executed by the last signatory of this Agreement, (“Effective Date”).

RECITALS

- A. In accordance with the provisions of the PCWA’s Financial Assistance Program, the District submitted a request for a Grant of \$15,000 to be reimbursed toward specific costs of the District’s total estimated cost of its project entitled “Supply/Drought Resiliency Study”, (“Project”).
- B. After duly considering the District’s request, PCWA’s Staff recommended and PCWA Board of Directors approved, on May 19, 2022, to Award a Grant of \$15,000 to the District, on a reimbursement basis, to cover the cost of a study to evaluate the resiliency of the water supply at Lake Angela, subject to the terms and conditions of this Grant Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. **Amount and Purpose of Grant** PCWA hereby agrees to a grant to the District in the amount of \$15,000 to assist the District in funding the Project. The scope of the District’s Project as set forth in the application, which is attached hereto as **EXHIBIT A, Scope of Work**.
- 2. **Term of the Grant** The District hereby agrees to use the funds to be granted to it pursuant to this Agreement, solely for the purpose of completing the Project stated herein. The District agrees to complete the District’s Project on or before December 31, 2023. If the Project cannot be completed by that date, the District may request a time extension. The request for an extension shall be submitted to PCWA at least 60 days prior to the Completion Date, which at PCWA’s sole discretion, may be authorized in writing with or without supplemental conditions.
- 3. **Disbursement of Funds** Grant funding is performed on a reimbursement basis; thus, the District would pay for the Project’s cost, then submit a payment request to PCWA for reimbursement from the awarded grant funding. Payment requests may be submitted throughout the Project, no more frequently than monthly, or once upon completion of the Project. The District shall complete, sign and submit a reimbursement request in the format provided in **EXHIBIT B, Reimbursement Request**, with appropriate supporting



Placer County Water Agency
2022 Financial Assistance Program
Funding Agreement

documentation for the allowable actual Project costs incurred by the District under this Agreement. Upon receipt of the Reimbursement Request, PCWA will review the completed form and the provided supporting documentation and, if approved, will pay the allowable costs under this Agreement, but in no event will PCWA pay more than the grant award amount stated in Section 1 above. The District's final reimbursement shall be submitted no later than 60 days after the completion date referenced in Section 2 above. PCWA reserves the right to hold the final reimbursement amount or 10% of the grant award until a final report is completed and received.

4. Project Costs The District shall pay any and all costs connected with the Project, without limitation. If the Project Grant award amount is not sufficient to pay the Project costs in full, the District shall nonetheless complete the Project and pay all Project costs in excess of the available Project Grant award amount. The District shall not be entitled to any reimbursement from the Agency for Project costs in excess of the Grant award amount. Should the grant award be insufficient to complete the Project within the term of the Grant in **Article 2**, it will be the District's responsibility to complete the Project using other funding opportunities, or operations expenses. Any allocated grant award funds remaining unused at the end of the grant term, or extension, will be un-allocated and returned to the FAP pool of funds for use in future FAP awards.
5. Final Report Where applicable, the District agrees to furnish PCWA a copy of all final reports, studies or assessments associated with the Project and receipt of the final report may be a condition of final disbursement of funds.
6. Examination and Audit The District acknowledges that pursuant to California Government Code Section 8546.7:

Notwithstanding any other provision of law, every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, board, commission, or department or by any other public entity, including a city, county, city and county, or district, shall be subject to the examination and audit of the California State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract.

Every contract shall contain a provision stating that the contracting parties shall be subject to that examination and audit. The failure of a contract to contain this provision shall not preclude the California State Auditor from conducting an



Placer County Water Agency
2022 Financial Assistance Program
Funding Agreement

examination and audit of the contract at the request of the public entity entering into the contract or as part of any audit of the public entity.

The examinations and audits under this section shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

In compliance with the above, the District shall maintain and make available for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant. During regular office hours, PCWA's duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the District pertaining to this Grant, the District's Project, or matters related hereto. Failure or refusal by the District to comply with this provision shall be considered a substantial failure to comply with this Agreement and PCWA may withhold disbursements to the District or request any reimbursed funds to be refunded.

7. Indemnification The District agrees to indemnify, defend and save harmless PCWA, its Board of Directors, officers, agents, employees, and volunteers from any and all suits, actions, claims, and or losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services , materials, or supplies in conjunction with the performance of this Agreement, from any and all claims and or losses accruing or resulting to any person, firm or corporation who may be injured or damaged by District in the performance of this agreement, and from any and all claims resulting from legal challenges to the District's Project, including, but not limited to, environmental review and compliance. This indemnity shall survive the termination of this Agreement whether by completion of the Project or any other reason whatsoever.

The District (including its contractor, subcontractors, stakeholders, and sub-recipients) shall maintain liability insurance, workers compensation and property coverage sufficient to indemnify PCWA from claims for death, bodily injury, property damage, loss or other liability that could result from one or more identified activities carried out in connection with this FAP award agreement. PCWA, its Board of Directors, officers, agents, employees, and volunteers shall be specifically named as Additionally Insured under the recipient's policies.

The District agrees to promptly report and cooperate with PCWA in the investigation and defense of any claims that may be filed against PCWA arising out of the activities of the District, its agents, employees or contractors.



Placer County Water Agency
2022 Financial Assistance Program
Funding Agreement

In the event of damage or destruction to the project, in whole or in part, nothing herein contained shall be deemed to require PCWA to replace or repair the building(s), property, or project. The District agrees that PCWA has no obligation for salvage, demolition or repair.

8. Notices All notices that are required to be given to one party by the other under this Agreement shall have been deemed to have been given if delivered personally or enclosed in a properly addressed envelope for delivery by registered or certified mail addressed to the parties at the addresses below, unless such addresses are changed by notice to the other party.

District

Donner Summit Public Utility District
P.O. Box 610
Soda Springs, CA 95728

Agency

Placer County Water Agency
P.O. Box 6570
Auburn CA 95604-6570

9. Dispute Resolution If a dispute arises concerning any controversy or claim arising out of or relating to this Agreement or the breach thereof, or relating to its application or interpretation, the aggrieved party will notify the other party of the dispute in writing within 20 days after such dispute arises. If the Parties fail to resolve the dispute within 60 days after delivery of such notice, each party will promptly nominate a senior officer of its organization to meet at any mutually agreed time and location to resolve the dispute. The Parties shall use their best efforts to reach a just and equitable solution satisfactory to all Parties. Should the Parties be unable to resolve the dispute to their mutual satisfaction within 60 days thereafter, the dispute will be subject to mediation, pursuant to (13), below. The time periods set forth in this section are subject to extension as agreed to by the Parties.
10. Mandatory Non-binding Mediation If a dispute is not resolved pursuant to (12), above, the Parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation initiated and conducted under the applicable rules of the American Arbitration Association, before having recourse in a court of law. Each party shall bear its own legal expenses, and the expenses of witnesses for either side shall be paid by the party producing such witnesses. All expenses of the mediator, including required travel, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise. Any resultant agreements from mediation shall be documented in writing. All mediation proceedings, results, and documentation, including without limitation any materials prepared or submitted or any positions taken by or on behalf of either party, shall be inadmissible for any purpose in any



Placer County Water Agency
2022 Financial Assistance Program
Funding Agreement

November 15, 2022
Agenda Item: 7A
Attachment 1

legal proceeding (pursuant to California Evidence Codes sections 1115 through 1128), unless such admission is otherwise agreed upon in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery. The mediation shall be completed within 60 days after selection of the mediator, unless the Parties agree to extend the mediation period. Either party may thereafter pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law. In the event of any action between Parties seeking enforcement of any of the terms and conditions of this Agreement, the prevailing party in such action shall be awarded its reasonable costs and expenses, including but not limited to taxable costs, and its reasonable attorneys' fees.

11. Severability If a provision of this Agreement violates any applicable law or regulation, that provision will be stricken from the Agreement, and all other provisions of this Agreement will remain in full force.

12. Enforcement of Agreement This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected to this Agreement shall lie exclusively in the state trial court or Federal District Court in the Counties of Placer or Sacramento, within the Eastern District of California and Parties consent to jurisdiction over their persons and over the subject matter of such litigation in such courts, and consent to service of process issued by such courts. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction of these courts and waives any defense of forum non conveniens.

This Agreement shall not be interpreted in favor of any party by virtue of said party not having prepared this Agreement.

No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the Agency's review, approval or acceptance of, nor disbursement of funds for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the District shall be and remain liable to the Agency in accordance with applicable law for all damages caused by the District's negligent performance of any of the work under this Agreement.



Placer County Water Agency
2022 Financial Assistance Program
Funding Agreement

By signing below, signatory warrants and represents that they have accessed and read all Agreement documents and is fully authorized to execute this Agreement in their authorized capacity, that they have the authority to bind the entity listed below to contractual obligations and that by their signature on this Agreement, the entity on behalf of which they acted, executed this Agreement.

PLACER COUNTY WATER AGENCY

BY:

Date:

Name:

Title: Director of Financial Services

DONNER SUMMIT PUBLIC UTILITY DISTRICT

BY:

Date:

Name:

Title:



Placer County Water Agency
2022 Financial Assistance Program
Funding Agreement

EXHIBIT A

Scope of Work

The following is a summary of the scope of work encompassing the Project and the specific Project costs covered by this Grant Agreement.

The 2022 grant request is for \$15,000 and will be used to fund a study as recommended by the State Division of Drinking Water. The study will evaluate the impact of algal blooms and drought on the water available from Lake Angela, identify potential alternative sources, and analyze the feasibility and cost implications of those alternative sources

Project Statement:

The District currently receives water from only one source, Lake Angela. That source is known to experience algal blooms which affect water quality. Additionally, the source is very susceptible to reduction in available water due to climate conditions and drought.

Project Description:

This Project will evaluate the resiliency of the water supply at Lake Angela, including the impacts of reduced water quality and drought. The Project will evaluate potentials for alternative sources of supply in the event that water at Lake Angela is not in sufficient quality or quantity. This will include an evaluation of permanent and temporary solutions.

Specific Project Costs covered by this Grant Agreement: The approved Grant amount is for reimbursement to cover the cost of a study to evaluate the resiliency of the water supply at Lake Angela.



Placer County Water Agency

2022 Financial Assistance Program EXHIBIT B

November 15, 2022
Agenda Item: 7A
Attachment 1

Reimbursement Request

2022-5

Send to: Placer County Water Agency
P.O. Box 6570, Auburn, CA 95604-6570 pcwafap@pcwa.net

District Name	Date
Donner Summit Public Utility District	
Project Title	Vendor #
Supply/Drought Resiliency Study	TBD
	P.O. No.
	Request # 46219

PAYMENT REQUEST **Complete Summary of Reimbursement Request in Attachment 1**
(Please Round amounts to the nearest whole dollar)

- a. Grant Amount 15,000
- b. Less Reimbursement(s) to Date _____
- c. Amount Available (a. minus b.) _____
- d. Less Amount of this Payment Request _____
- e. Remaining Funds available after this Payment Request (c. minus d.) _____
- f. Is this the final Payment Request: Yes ___ No ___

Payments will be sent to the District address on the application noted below:
(please correct if a different address is required)

Street Address: P.O. Box 610, Soda Springs, CA 95728

Attention: Mr. Steven Palmer, General Manager

Authorized District Representative Requesting Payment:

Signature:	Date:
Name (please print):	Email:
Title (please print):	Phone:

PCWA APPROVAL FOR PAYMENT: **CWMP ELEMENT 3 - Water Supply Reliability**

CWMP Approval Signature	Name (please print)	Date:
Technical Services – Engineering Approval	Name (please print)	Date:
PO Entry Signature	Name (please print)	Date:
PO Number	PO Line	



Placer County Water Agency

2022 Financial Assistance Program EXHIBIT B

Attachment 1 Summary of Reimbursement Request

Donner Summit Public Utility District Supply/Drought Resiliency Study

ORIGINAL AWARD: \$15,000

VENDOR INVOICE DATE	VENDOR	VENDOR INVOICE TOTAL	VENDOR INVOICE NUMBER	FAP REIMBURSEMENT AMOUNT	BACK-UP ITEM
					A
					B
					C
					D
					E
					F
					G
					H
					I
					J
					K
					L
					M
					N
					O
			FAP REIMBURSEMENT REQUEST TOTAL		

MAKE SURE TO IDENTIFY THE BACK-UP ITEM ON THE COPY OF THE VENDOR INVOICE.

Add additional sheets as needed

**AGREEMENT BETWEEN DONNER SUMMIT PUBLIC UTILITY DISTRICT
AND GEI CONSULTANTS, INC.
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 GEI Consultants, Inc. (hereinafter referred to as "Contractor") for Water Supply Resiliency Study and Water Shortage Contingency Plan, 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 Water Supply Resiliency Study and Water Shortage Contingency Plan.

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 November 16, 2022 to July 1, 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 eighty-one thousand seven hundred eighty two Dollars (\$81,782) (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
Address: PO Box 610
City, State, Zip Soda Springs, CA 95728

Contractor: GEI Consultants, Inc.

Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
City, State, Zip Click or tap here to enter text.

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 ___th DAY OF _____, 2022.

DONNER SUMMIT PUBLIC UTILITY DISTRICT

GEI CONSULTANTS, INC.


By: Steven Palmer, General Manager

PRINT NAME

By: Katie Laird, Project Manager

PRINT NAME

SIGNATURE



SIGNATURE

Dated: _____

Dated: 11/4/2022

ATTACHMENT A

**AGREEMENT BETWEEN
 DONNER SUMMIT PUBLIC UTILITY DISTRICT
 AND GEI CONSULTANTS, INC.
 FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: NOVEMBER 16, 2022 TO: JULY 1, 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 a Water Supply Resiliency Study and Water Shortage Contingency Plan. The scope include the following tasks as detailed in the GEI Consultants Inc. proposal dated October 6, 2022:

- Task 1 – Evaluate Risk of Water Quality Impacts
- Task 2 – Evaluate Risk of Drought Impacts
- Task 3 - Identify Potential Sources of Additional Water
- Task 4 – Evaluate Potential Sources of Additional Water
- Task 5 – Water Shortage Response Planning
- Task 6 – Prepare Final Study
- Task 7 – Project Management
- Task 8 – Grant Funding Identification
- Task 9 – Communications and Engagement

Tasks 1-9 will be phased in Fiscal Year (FY) 2022-2023 and FY 2023-2024 as shown in the table below. Tasks 1, 2, and 3 will be executed in FY 2022-2023, along with the necessary project management to support these efforts. The remaining tasks which include project management will be executed in FY 2023-2024.

FY22-23	Task 1: Evaluate Risk of Water Quality Impacts	\$15,631
	Task 2: Evaluate Risk of Drought Impacts	\$11,590
	Task 3: Identify Potential Sources of Additional Water	\$4,021
	Task 7: PM (kick off meeting/site visit)	\$2,142
	Task 7: PM (monthly status meetings x 2, monthly invoice x2)	\$1,105
	Total	\$34,489
FY23-24	Task 4: Evaluate Potential Sources of Additional Water	\$21,514
	Task 5: Water Shortage Response Planning	\$8,584
	Task 6: Prepare Final Study	\$9,911
	Task 7: Remaining PM	\$1,532
	Task 8: Grant Funding Identification	\$1,635
	Task 9: Communication and Engagement Support	\$4,117
	Total	\$47,293
Grand Total		\$81,782

ATTACHMENT B

**AGREEMENT BETWEEN
 DONNER SUMMIT PUBLIC UTILITY DISTRICT
 AND GEI CONSULTANTS, INC.
 FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: NOVEMBER 15, 2022 TO: JULY 1, 2024

SCHEDULE OF FEES

Task	Name	Budget
1	Evaluate Risk of Water Quality Impacts	\$15,631
2	Evaluate Risk of Drought Impacts	\$11,590
3	Identify Potential Sources of Additional Water	\$ 4,021
4	Evaluate Potential Sources of Additional Water	\$21,514
5	Water Shortage Response Planning	\$ 8,584
6	Prepare Final Study	\$ 9,911
7	Project Management	\$ 4,779
8	Grant Funding Identification	\$ 1,635
9	Communications and Engagement	\$ 4,177
Total		\$81,782

Tasks 1-9 as described in Attachment A will be phased in FY 2022-2023 and FY 2023-2024 as shown below.

FY22-23	Task 1: Evaluate Risk of Water Quality Impacts	\$15,631
	Task 2: Evaluate Risk of Drought Impacts	\$11,590
	Task 3: Identify Potential Sources of Additional Water	\$4,021
	Task 7: PM (kick off meeting/site visit)	\$2,142
	Task 7: PM (monthly status meetings x 2, monthly invoice x2)	\$1,105
	Total	\$34,489
FY23-24	Task 4: Evaluate Potential Sources of Additional Water	\$21,514
	Task 5: Water Shortage Response Planning	\$8,584
	Task 6: Prepare Final Study	\$9,911
	Task 7: Remaining PM	\$1,532
	Task 8: Grant Funding Identification	\$1,635
	Task 9: Communication and Engagement Support	\$4,117
Total		\$47,293
Grand Total		\$81,782

ATTACHMENT C

**AGREEMENT BETWEEN
DONNER SUMMIT PUBLIC UTILITY DISTRICT
AND GEI CONSULTANTS, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: NOVEMBER 16, 2022 to JULY 1, 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 GEI CONSULTANTS, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: NOVEMBER 16, 2022 to July 1, 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.

RESOLUTION NO. 2022-36

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GEI CONSULTANTS, INC. FOR A WATER SUPPLY RESILIENCY STUDY AND WATER SHORTAGE CONTINGENCY PLAN IN THE AMOUNT OF \$81,782

WHEREAS, the District desires professional services to complete a water supply resiliency study and water shortage contingency plan; and

WHEREAS, District staff circulated a request for proposals for this work on August 22, 2022 and received two proposals; and

WHEREAS, District staff reviewed the proposals and determined that GEI Consultants, Inc. is the most qualified to perform this work for the District at this time.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE that the Professional Services Agreement with GEI Consultants, Inc. for a Water Supply Resiliency Study and Water Shortage Contingency Plan in the amount of \$81,782 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 15th day of November 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: _____
Cathy Preis
President, Board of Directors

ATTEST:

By: _____
Alex Medveczky
Secretary of the Board

November 15, 2022
Agenda Item: 7B



STAFF REPORT

TO: Board of Directors

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

SUBJECT: Wastewater Capacity Fee Update

RECOMMENDATION

Receive update from General Manager and economic and financial consultant Hansford Economic Consulting (HEC) on the status of the Wastewater Capacity Fee Update. Provide feedback and direction to Staff on methodology of the fee update.

BACKGROUND

Wastewater Capacity fees are charged to pay for current and future District facilities that new wastewater customers will use. Capacity fees pay for major infrastructure such as collection facilities, treatment, and disposal facilities. The current Wastewater Capacity Fee was adopted by the Board in 2017. The approved fee report and fees are included as Attachment 1. The Wastewater Capacity Fee is being updated to account for development that has occurred, planned new development, and to include a share of funding for projects in the 2022 Capital Improvement Plan. For example, extension of sewer mains, and upgrades to Lift Station 2 necessary for new sewer connections.

The General Manager approved a professional services agreement with HEC for this Wastewater Capacity Fee Update. HEC has prepared a draft report and needs input from the Board regarding possible changes to the fee structure. Once that input is received, the draft report will be finalized and presented to the Board for adoption at a future meeting.

DISCUSSION

The updated Wastewater Capacity Fee includes three components:

1. Wastewater Treatment Plant and Disposal Buy-In Fee
2. Collection and Other Facilities Buy-In Fee
3. New Wastewater Facilities Fee

The first fee component is a “catch-up fee” to equalize the investment in the 2014 new treatment plant between existing and new users. It is based on debt service paid to date as defined in the Rate and Method of Apportionment of Community Facilities District No. 1, plus debt service paid to date in rates. The second fee component is a buy-in fee for new users benefiting from capacity in the existing collection system, and other existing wastewater system facilities. This portion of the fee is calculated based on the original cost of the District’s wastewater system assets less accumulated depreciation. This method is commonly used for buy-in fees because it removes the assets that have exceeded their useful life and are no longer in use from the fee. The third fee component is a contribution to new wastewater facilities or wastewater facility improvements planned in the District’s 2022 updated Capital Improvement Plan (CIP). These new facilities and improvements are needed for additional facilities to serve growth, or for a share of existing

facilities to be improved to accommodate new users. The new facilities and improvements are listed in the table below:

New Facilities	Estimated Cost
Sewer Lift Station 2 Upgrade <i>(31% of total cost)</i>	\$376,600
Sewer Main Extension Program <i>(100% of total cost)</i>	\$100,000
Total New Facilities Cost	\$476,600

Alternatives

The methodology and calculations are presented in the presentation by HEC (Attachment 2) and the Draft Wastewater Capacity Fee Update (Attachment 3). The Update presents three alternative fee structures for consideration by the Board. The alternatives provide the Board and the District with different methods of scaling the fee to make them more related to the size of the residences. The alternatives presented are:

1. Maintain existing structure with fee based on one equivalent dwelling unit (EDU) for a single-family residence. Under this structure, a 2-bedroom home pays the same Wastewater Capacity Fee as a 4-bedroom home.
2. Charge the fee based on the number of plumbing fixture units.
3. Charge the fee based on the number of bedrooms.

The alternatives do not apply to new non-residential connections because their Wastewater Capacity is already scaled based on their plumbing fixture units as detailed in Ordinance 94-5. The Wastewater Capacity Fee for non-residential uses is based on their equivalency to a 3-bedroom home with 20 plumbing fixture units.

The alternative fee structures are presented in the table below.

Structure	New EDU	Expansion EDU
Alternative A: Current Structure	\$11,423 per EDU	\$2,601 Per EDU
Alternative B: Fixture Units	\$571.15 per fixture unit	\$130.06 per fixture unit
Alternative C: Bedrooms	\$3,808 per bedroom	\$867 per bedroom

If the Board decides to implement an alternative fee structure, Staff recommends charging the fee based on bedrooms for two reasons. First of all, it is well established in engineering practice that wastewater generation in residential settings is more closely correlated with number of people living in the residence and less closely correlated to the number of fixtures. Second of all, charging by number of bedrooms is administratively simpler as it does not require District staff to inspect building plans in detail or inspect the home upon certificate of occupancy.

Accessory Dwelling Units

The fee update also has a new customer category for Accessory Dwelling Units (ADUs). ADUs are accessory residences that are constructed as accessory to the primary parcel usage. They can either be attached or detached from the main structure. Pursuant to State law, ADUs must be charged development fees on either a per building square foot basis or per fixture unit basis. Because District Ordinance 94-5 defines a new EDU as having 20 fixture units, the wastewater capacity fee for ADUs is proposed on a per fixture unit basis. The proposed fee for ADUs is \$571.15 per fixture unit.

ANALYSIS

The maximum justifiable fee using the current fee structure would increase from \$10,123 to \$11,423 for one EDU. Under the two alternative structures B and C, the maximum justifiable fee would be \$571.15 per fixture unit or \$3,808 per bedroom. This increase in the Wastewater Capacity Fee would provide revenue that can be used for capital improvement projects to extend sewer mains to new customers and help upgrade lift station 2.

Staff will use input received today to revise the draft fee update and present the final fee update at a future Board meeting. Adoption of the fee update will require Board action by ordinance.

FISCAL IMPACT

There is no fiscal impact from the action today to provide direction to staff regarding the fee draft structure. Adoption of an updated fee at a future meeting will provide new revenue that can be used to improve District wastewater infrastructure.

CEQA ASSESSMENT

This is not a CEQA Project

ATTACHMENTS

1. Current Approved Wastewater Capacity Fee Study
2. Presentation
3. Draft Wastewater Capacity Fee Update

**ORDINANCE 06-2017
OF
THE DONNER SUMMIT PUBLIC UTILITY DISTRICT
DEFINING AND CLASSIFYING CONNECTION FEES
AND OPERATING CHARGES
FOR SEWER SERVICE
AND MODIFYING ORDINANCE 2011-01**

**BE IT ENACTED BY THE BOARD OF DIRECTORS OF THE DONNER
SUMMIT PUBLIC UTILITY DISTRICT, as follows:**

1. That Section 6 of Ordinance 2011-01, applicable to Sewer Service Connection Fees be modified as follows:

6.2 Connection Fees

See Exhibit A

This ordinance, amendments and modifications as set forth above shall become effective on the 1st day of October 2017 and shall be duly posted and published within the time and manner required by law.

PASSED AND ADOPTED at a Regular Meeting, this 15th day of August, 2017 by the Board of Directors of said District by the following vote:

AYES: *Phil Ganick, Alex Medvezky, Cathy Preis, Sara Schrichte, Bob Sherwood*
NOES: *None*
ABSTAIN: *None*
ABSENT: *None*

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: *Cathy Preis*
Cathy Preis
President, Board of Directors

ATTEST:

By: *Bob Sherwood*
Bob Sherwood
Secretary of the Board of Directors

Table 1
 DSPUD 2017 Connection Fee Analysis
 Costs Due for an Expansion EDU

EXHIBIT A

Expansion EDU Area	Cost per EDU			Deposited to Account
	FY 2017/18	FY 2018/19	FY 2019/20	
OUTSIDE CFD NO. 1				
New Expansion EDU				
Treatment Plant Connection Fee [1]	\$6,650	\$7,504	\$8,357	WW Fund
All other System Facilities Connection Fee [2]	\$1,664	\$1,714	\$1,766	WW Fund
Total New Expansion EDU Cost	\$8,314	\$9,218	\$10,123	
Existing Expansion EDU [3]				
Treatment Plant Connection Fee	\$1,042	\$1,303	\$1,563	WW Fund
All other System Facilities Connection Fee [2]	\$1,664	\$1,714	\$1,766	WW Fund
Total Existing Expansion EDU Cost	\$2,707	\$3,017	\$3,329	
INSIDE CFD NO. 1				
New Expansion EDU				
Catch-Up Special Tax [1]	\$4,359	\$4,952	\$5,545	CFD
One-Time Special Tax	\$1,249	\$1,249	\$1,249	CFD
Treatment Plant Connection Fee [1]	\$1,042	\$1,303	\$1,563	WW Fund
All other System Facilities Connection Fee [2]	\$1,664	\$1,714	\$1,766	WW Fund
Total New Expansion EDU Cost	\$8,314	\$9,218	\$10,123	
Existing Expansion EDU [3]				
Catch-Up Special Tax [1]	\$0	\$0	\$0	CFD
One-Time Special Tax	\$0	\$0	\$0	CFD
Treatment Plant Connection Fee [1]	\$1,042	\$1,303	\$1,563	WW Fund
All other System Facilities Connection Fee [2]	\$1,664	\$1,714	\$1,766	WW Fund
Total Existing Expansion EDU Cost	\$2,707	\$3,017	\$3,329	

Source: DSPUD and HEC.

edu sum

[1] Increases \$854 per year (\$593 special tax, \$261 in rates for 2014 WWTP Project debt service).

[2] Increases by 20-year ENR Construction Cost Index annual average increase of 3%.

[3] Transfer or private party sale of an expansion EDU that paid a one-time special tax (if Inside CFD No. 1) or one-time connection fee (if Outside CFD No. 1) before May 2012.

Technical Memorandum

To: Tom Skjelstad, General Manager

From: Catherine Hansford

Date: August 12, 2017

Subject: Expansion EDU Costs

Purpose

The Donner Summit Public Utility District (DSPUD or District) categorizes its wastewater customers as either existing (parcels are hooked into the system and the customer is utilizing service), future (parcels have paid for future service as the owner has not yet hooked in but there was capacity available at the treatment plant for them prior to the Upgrade and Expansion Project in 2012), and existing expansion (parcels that paid up front to reserve new capacity in the wastewater treatment plant but have also not yet hooked in). All of these customers pay rates and, if located in Community Facilities District Number 1 (CFD No.1), special taxes to pay for their share of the debt service associated with the Project. All customers pay equally for the debt service; futures (which includes future and existing expansion customers defined above) pay approximately 41% of the rates that existing customers do for all other costs. Note, CalTrans has already paid their entire share of the Project cost; therefore, their rates are less than for all other existing customers.

When the District receives a request for new service it must evaluate whether the property owner already has an equivalent dwelling unit(s) (EDU) assigned to that property or not.

Property owners can acquire EDUs for their parcel by:

- a) Moving an EDU from another parcel they own,
- b) Purchasing an EDU from a private party and moving the EDU to their parcel, or
- c) Purchasing an EDU from the District.

The District charges connection fees for the new service. The calculation of the connection fees has not been updated since 2011; the last adjustment to the fees was July 1, 2015. This memorandum updates the connection fees and demonstrates the total costs for new service.

Results

The updated calculated costs for new service are summarized in **Table A**. The costs differ depending on whether the expansion EDU is a new or existing expansion EDU. All new services are "expansion EDUs".

Existing Expansion EDU: The property owner paid connection fees or special taxes (if located in CFD No. 1) due in 2012 to reserve new available capacity in the wastewater treatment

plant. The property owner has since been paying debt service associated with the Project cost.

New Expansion EDU: These EDUs either belong to the District because they were not sold in 2012 OR they have been created by greater than planned for DSPUD capacity at the WWTP upon completion of the Project. The latter can occur by the WWTP performing at greater than original design capacity, by Sierra Lakes County Water District taking a smaller share of the WWTP capacity (this has already occurred via agreement with DSPUD), or by DSPUD customers sending less flow to the WWTP on a consistent basis.

**Table A
 Costs per Expansion EDU**

Expansion EDU Area	Cost per EDU		
	FY 2017/18	FY 2018/19	FY 2019/20
New Expansion EDU [1]			
CFD No. 1 special tax	\$5,608	\$6,201	\$6,794
Donner Summit PUD connection fee	\$2,707	\$3,017	\$3,329
Total Costs per Expansion EDU	\$8,314	\$9,218	\$10,123
Existing Expansion EDU Cost	\$2,707	\$3,017	\$3,329

[1] If the parcel is located in CFD No. 1, two separate checks must be prepared; one for the District, and one for CFD No. 1. If the parcel is located outside CFD No. 1, one check must be prepared to the District for the total amount.

Costs for Existing Expansion EDUs that are transferred from another parcel are less than for a New Expansion EDU because they are already paying for their share of the cost of the Project. Existing Expansion EDUs pay a connection fee for all other wastewater system costs that they benefit from (such as the collection system and specialized equipment that is used systemwide).

Discussion

Attachment A includes supporting tables for the calculations.

Table 1

This table provides a more detailed breakdown of the total costs payable to the District or CFD No. 1 when applying for new service. Every year the costs due increase.

- The Treatment Plant Connection portion of the cost increases by \$854 per year; this is the amount of debt service per EDU that is paid by existing customers every year for the Project, either in their bills (and special taxes if in CFD No. 1) or via the District's reserves because the District has been subsidizing the loan payment to avoid rate increases since 2015.
- The costs for all other wastewater system facilities costs increase 3% each year. The annual inflation rate of 3% is the running average annual 20-year increase per the ENR Construction Cost Index.

Table 2 shows the calculation of costs associated with the Project. Parcels within CFD No. 1 must pay a portion of the Project costs to CFD No. 1 in special taxes. The amount due follows the Rate and Method of Apportionment, which governs special taxes charged by the CFD. The CFD special taxes alone do not cover its share of the SRF debt service; the remaining costs are paid by CFD No. 1 customers in rates. New expansion EDUs must pay for all the costs of the Project that existing customers have paid to "catch up".

Table 3 shows four industry methodologies for calculating the total amount that should be collected per new connection for total wastewater system facilities. HEC recommends that DSPUD use the 'Original Cost' approach. For a system that has many older facilities that have already been fully depreciated, but still function adequately, this approach is best. In addition, the total fee must be greater than the Treatment Plant fee. Supporting details for this table are provided in **Table 4** and **Table 5**.

ATTACHMENT A

EXPANSION EDU

CONNECTION COSTS CALCULATIONS SUPPORT TABLES

Table 1
DSPUD 2017 Connection Fee Analysis
Costs Due for an Expansion EDU

November 15, 2022
Agenda Item: 7B
ATTACHMENT 1

Expansion EDU Area	Cost per EDU			Deposited to Account
	FY 2017/18	FY 2018/19	FY 2019/20	
OUTSIDE CFD NO. 1				
New Expansion EDU				
Treatment Plant Connection Fee [1]	\$6,650	\$7,504	\$8,357	WW Fund
All other System Facilities Connection Fee [2]	\$1,664	\$1,714	\$1,766	WW Fund
Total New Expansion EDU Cost	\$8,314	\$9,218	\$10,123	
Existing Expansion EDU [3]				
Treatment Plant Connection Fee	\$1,042	\$1,303	\$1,563	WW Fund
All other System Facilities Connection Fee [2]	\$1,664	\$1,714	\$1,766	WW Fund
Total Existing Expansion EDU Cost	\$2,707	\$3,017	\$3,329	
INSIDE CFD NO. 1				
New Expansion EDU				
Catch-Up Special Tax [1]	\$4,359	\$4,952	\$5,545	CFD
One-Time Special Tax	\$1,249	\$1,249	\$1,249	CFD
Treatment Plant Connection Fee [1]	\$1,042	\$1,303	\$1,563	WW Fund
All other System Facilities Connection Fee [2]	\$1,664	\$1,714	\$1,766	WW Fund
Total New Expansion EDU Cost	\$8,314	\$9,218	\$10,123	
Existing Expansion EDU [3]				
Catch-Up Special Tax [1]	\$0	\$0	\$0	CFD
One-Time Special Tax	\$0	\$0	\$0	CFD
Treatment Plant Connection Fee [1]	\$1,042	\$1,303	\$1,563	WW Fund
All other System Facilities Connection Fee [2]	\$1,664	\$1,714	\$1,766	WW Fund
Total Existing Expansion EDU Cost	\$2,707	\$3,017	\$3,329	

Source: DSPUD and HEC.

edu sum

[1] Increases \$854 per year (\$593 special tax, \$261 in rates for 2014 WWTP Project debt service).

[2] Increases by 20-year ENR Construction Cost Index annual average increase of 3%.

[3] Transfer or private party sale of an expansion EDU that paid a one-time special tax (if Inside CFD No. 1) or one-time connection fee (if Outside CFD No. 1) before May 2012.

Table 2
DSPUD 2017 Connection Fee Analysis
Connection Fees for New Incremental EDU Inside CFD #1

November 15, 2022
Agenda Item: 7B
ATTACHMENT 1

Tax	Inside CFD No. 1
Catch-Up Special Tax	
Years of Special Tax (FY2012 thru FY2018)	7
Tax Paid each Year	\$593
Total Taxes Paid	\$4,151
Catch-Up Special Tax Amount (1.05 X Total Taxes Paid)	\$4,359
One-Time Special Tax	
One-Time Special Tax	\$1,070
One-Time Special Tax with May 2012 10% Penalty	\$1,177
One-Time Special Tax with all Penalties	\$1,249
Total Special Taxes Due per EDU	\$5,608
Debt Service paid with Rates (FY 2012 though FY2018) [1]	
Years of Debt Service [1]	4
CWSRF Debt not paid with Special Taxes	\$153
AccuWebs portion of CWSRF Debt (not paid with Special Taxes)	\$107
Total Debt Service paid with Rates per EDU	\$261
Connection Fee Due per EDU	\$1,042

Source: DSPUD and HEC.

cfd1

[1] Includes four payments: one year of debt service, per condition of financing agreement with SRF, and 3 payments to the State (2015, 2016, 2017).

Table 3
DSPUD 2017 Connection Fee Analysis
Calculation of Buy-In Cost per Expansion EDU

November 15, 2022
Agenda Item: 7B
ATTACHMENT 1

Wastewater Facilities	Buy-In Cost Methodology			
	Original Cost	Net Book Value [1]	Replacement Cost	Replacement Cost less Depreciation
2014 Treatment Plant Upgrade	\$22,290,322	\$21,547,311	\$24,343,784	\$22,720,865
less Outstanding Debt Principal	(\$15,841,911)	(\$15,841,911)	(\$15,841,911)	(\$15,841,911)
All Other Treatment Plant Facilities	\$1,084,599	\$11,232	\$5,032,515	\$15,031
Rodding Machine	\$2,099	\$0	\$5,525	\$0
Collection System	\$2,644,038	\$104,734	\$7,338,039	\$96,802
Shared Assets (78% of total cost)	\$320,397	\$24,333	\$781,561	\$17,682
Total All Other Existing Facilities Cost	\$10,499,545	\$5,845,700	\$21,659,514	\$7,008,469
Expansion Customers Share of Cost	13%	13%	13%	13%
Expansion Customers Cost	\$1,357,693	\$755,906	\$2,800,785	\$906,263
Number of Expansion EDUs	163	163	163	163
Buy-in Cost per Expansion EDU	\$8,314	\$4,629	\$17,152	\$5,550

Source: DSPUD and HEC.

edu calc

[1] Original cost less accumulated depreciation.

Table 4
DSPUD 2017 Connection Fee Analysis
Wastewater Plant Capacity Use by EDU Type

EDU Type	EDUs	Percent Allocation	GPD per EDU	Total Use (GPD)
DSPUD Plant Capacity (MGD): 0.480				
	<i>60% of total capacity</i>			
Total EDUs	1,263			
Existing EDUs	883	70%	380	335,754
Future EDUs	216	17%	380	82,178
Expansion EDUs	163	13%	380	62,069
Use in Gallons per Day (avg. day max. week flow)				480,000

Source: DSPUD and HEC.

gpd

Table 5
 DSPUD 2017 Connection Fee Analysis
 Capital Facilities Costs for Expansion Customers

Wastewater Facilities	Year Acquired	Original Cost	Cost Index	Replacement Cost	Useful Life (years)	% Depreciated	Replacement Cost less Depreciation
Treatment Plant and Disposal Facilities							
New Water Treatment Plant	2014	\$22,290,322	1.09	\$24,343,784	60	7%	\$22,720,865
Disposal Facilities	1974	\$906,248	5.30	\$4,801,683	40	100%	\$0
Force Main	2004	\$18,720	1.51	\$28,184	30	47%	\$15,031
Irrigation Pump	2007	\$10,453	1.35	\$14,092	10	100%	\$0
Turbidity Meter	1998	\$1,769	1.82	\$3,212	10	100%	\$0
Filter Media	2005	\$8,435	1.44	\$12,175	10	100%	\$0
Water Discharge Permit	2009	\$131,863	1.25	\$164,526	5	100%	\$0
Shinmaywa Submersible Waste Water Pump	2010	\$7,111	1.22	\$8,644	5	100%	\$0
Total Treatment Plant and Disposal Facilities		\$23,374,921		\$29,376,299			\$22,735,896
Rodding Machine	1983	\$2,099	2.63	\$5,525	5	100%	\$0
Sewer Collection System							
Collection System	1974	\$407,168	5.30	\$2,157,347	40	100%	\$0
Phases 1,2,3	1981	\$107,075	3.03	\$324,188	25	100%	\$0
Paving - Ski Town	1986	\$24,264	2.49	\$60,464	5	100%	\$0
Norden Line Extension	1987	\$1,678,587	2.43	\$4,077,530	20	100%	\$0
Ski Town Sewer	1988	\$6,253	2.37	\$14,810	20	100%	\$0
88 Norden Extension	1989	\$93,889	2.32	\$217,741	20	100%	\$0
Sewer Extension - Donner Dr	1993	\$20,763	2.03	\$42,248	20	100%	\$0
Sewer Extension - Highway 40	1994	\$8,895	1.98	\$17,604	20	100%	\$0
Norden Pumpouse	1998	\$90,207	1.82	\$163,778	10	100%	\$0
Nash Elmo Generator	2005	\$21,123	1.44	\$30,489	15	87%	\$4,065
SCADA/Telemetry	2009	\$185,814	1.25	\$231,841	15	60%	\$92,736
Total Sewer Collection System		\$2,644,038		\$7,338,039			\$96,802
Water and Sewer Assets							
Water and Sewage Equipment							
Thawer	1978	\$244	3.86	\$941	10	100%	\$0
Parts Washer	1986	\$530	2.49	\$1,321	5	100%	\$0
Building Addition	1978	\$184,500	3.86	\$711,336	20	100%	\$0
Sewer Camera	2002	\$7,793	1.64	\$12,769	10	100%	\$0
Storage Containers	2002	\$3,000	1.64	\$4,916	10	100%	\$0
Furnace	2003	\$3,763	1.60	\$6,017	10	100%	\$0
Building Addition (Slab)	2004	\$8,784	1.51	\$13,225	20	70%	\$3,967
Telemetry System Project	2007	\$50,741	1.35	\$68,406	3	100%	\$0
Roof - Administrative Office	2010	\$18,175	1.22	\$22,092	20	40%	\$13,255
Vloc-5000 Leak Detector	2014	\$6,434	1.09	\$7,027	5	80%	\$1,405
Vehicles							
2005 Toyota Tacoma 4x4	2012	\$21,574	1.15	\$24,852	5	100%	\$0
2011 Polaris Ranger Crew 800EFI	2012	\$15,277	1.15	\$17,598	5	100%	\$0
2013 Ford F250	2013	\$25,297	1.12	\$28,374	5	100%	\$0
2013 Ford F150	2013	\$21,437	1.12	\$24,045	5	100%	\$0
305 Cat Excavator	2014	\$18,500	1.09	\$20,204	5	80%	\$4,041
Office Furniture and Equipment							
Mom Software	1993	\$6,499	2.03	\$13,224	3	100%	\$0
Board Room Furniture	2001	\$4,450	1.69	\$7,538	5	100%	\$0
Carpet Office	2006	\$7,923	1.39	\$11,013	5	100%	\$0
Dell Optiplex 780, 20" Monitor	2010	\$1,144	1.22	\$1,391	5	100%	\$0
Dell Optiplex 780, 20" Monitor	2010	\$1,144	1.22	\$1,391	5	100%	\$0
Dell Optiplex 780, 20" Monitor	2010	\$1,144	1.22	\$1,391	5	100%	\$0
Dell PowerEdge T110 File Server 2008	2010	\$2,413	1.22	\$2,933	5	100%	\$0
Total Shared Assets		\$410,766		\$1,002,002			\$22,669
Water and Sewer Assets Allocated (78%)		\$320,397		\$781,561			\$17,682
Subtotal Existing Facilities Buy-In		\$26,341,455		\$37,501,425			\$22,850,379

Source: DSPUD and HEC.

cip future cost

Wastewater Capacity Fee Study



11/15/2022 Board Meeting Presentation

All figures are DRAFT until after the Public Hearing

Purpose of the Fee Study

- Ensure that growth is paying for its equitable share of wastewater infrastructure costs (capacity to serve)
- Ensure that fees are being applied under the correct authority of the California Constitution, specifically the Mitigation Fee Act

What is the District's Authority to Charge Fees to New Development?

The Mitigation Fee Act (1987) gives the District the authority to charge two types of fees provided that the fees do not exceed the estimated reasonable cost of service for which they are imposed

- **CONNECTION FEES:** for the physical facilities necessary to make a wastewater connection (service lines and appurtenances) **not applicable as the property owner, not the District, has financial responsibility to install facilities for a new connection**
- **CAPACITY FEES:** for facilities in existence at the time a charge is imposed AND/OR facilities that are to be acquired or built in the future that are of propositional benefit to the new development

Wastewater Capacity Fee Update

Three Components:

1. Treatment and Disposal Buy-In Fee
2. Collection and Other Facilities Buy-In Fee
3. New Facilities Fee

1. Treatment and Disposal Buy-In Fee

Based on the total amount of special taxes and/or rates paid to date for the 2014 Wastewater Treatment Plant Project

Fee	Calculation
Catch-Up Special Tax	
Years of Special Tax (FY2012 through FY2023)	12
Tax Paid each Year	\$593
Total Taxes Paid	\$7,116
Catch-Up Special Tax Amount (1.05 X Total Taxes Paid)	\$7,472
Debt Service paid with Rates (FY 2015 through FY2023)	
Years of Debt Service [1]	9
Annual Debt Service per EDU not in Special Tax	\$150
Additional Debt Service Capacity Fee per EDU	\$1,350
Total Treatment Plant Component Fee	\$8,822

Source: DSPUD CFD No.1 Rate and Method of Apportionment and HEC.

cfd1

[1] Includes one year collection for debt service reserve, per SRF, and payments made fiscal years ending 2016 through 2018 under the old debt service schedule, plus payments made fiscal years ending 2019 through 2023 under the new debt service schedule.

2. Collection and Other Facilities Buy-In Fee

Based on the value of existing assets (excluding the 2014 WWTP facilities) that new customers will use

Wastewater Facilities	Net Book Value
Treatment Component	
Plant and Disposal Facilities Value	\$20,957,947
less 2014 New Plant Project Value	(\$20,679,895)
Treatment & Disposal Value	\$278,052
Collection & All Other Facilities Value	\$133,251
Net Assets Value	\$411,303
Available Capacity	16%
New Users Cost Share	\$67,786
Additional EDUs	209
Buy-in Cost per EDU for Collection & Other	\$324

3. New Facilities Fee

Based on the District’s updated Wastewater Capital Improvements Plan

New Facilities	Estimated Cost
Sewer Lift Station 2 Upgrade <i>(31% of total cost)</i>	\$376,600
Sewer Main Extension Program <i>(100% of total cost)</i>	\$100,000
Total New Facilities Cost	\$476,600
Available Capacity (EDUs)	209
New Facilities Fee per EDU	\$2,277

New Wastewater Capacity Fee for ADUs

An Accessory Dwelling Unit (ADU) may be Attached or Detached.

- California law allows the building of ADUs on single-family and multi-family zoned property.
 - A new detached ADU may be charged a capacity fee whenever it is built.
 - A new attached ADU may be charged a capacity fee ONLY when it is constructed with a new single-family home.
- The new ADU fee is charged on a fixture unit basis.
- The new ADU fee is calculated as the fee for one EDU divided by the number of fixture units for a typical, 3-bedroom home in the District's service territory (20 fixture units).

Calculated Wastewater Capacity Fee Schedule

Calculated Fee through Fiscal Year Ending 2023 [1]	Wastewater Capacity Fee
New EDU [2]	\$11,423
Expansion EDU [3]	\$2,601
New ADU - Per Fixture Unit [4]	\$571.15

[1] The fee for each subsequent fiscal year should be automatically updated per formula.

[2] The annual fee adjustment formula for a New EDU:

$$\text{updated fee} = \text{curr yr fee} + \$773 + \text{change in Expansion EDU fee}$$

[3] The new 2014 treatment plant buy-in fee is not applicable to these EDUs.

The annual fee adjustment formula for an Expansion EDU:

$$\text{updated fee} = \text{curr yr fee} * \text{change in the ENR CCI Apr to Apr}$$

[4] Per Ordinance 94-5, 20 fixture units equal one EDU. The annual adjustment to the ADU Fixture Unit Fee is the adjusted fee for a New EDU divided by 20.

Calculated Change in Wastewater Capacity Fees

	Current	Updated	Change
New EDU	\$10,123	\$11,423	Increase
Existing EDU	\$3,329	\$2,601	Decrease
ADU (per fixture unit)	N.A.	\$571.15	New

New EDU = Purchasing an EDU from the District for service *

Existing EDU = Purchased wastewater treatment and disposal capacity in 2011; has not yet paid for other wastewater facilities *

** A property owner may be able to purchase an EDU from a willing seller rather than from the District; the District must verify if the EDU is an Existing EDU or a New EDU. No fee is due for a New EDU that has been transferred to another property. A fee is due for an Existing EDU that has been transferred to another property.*

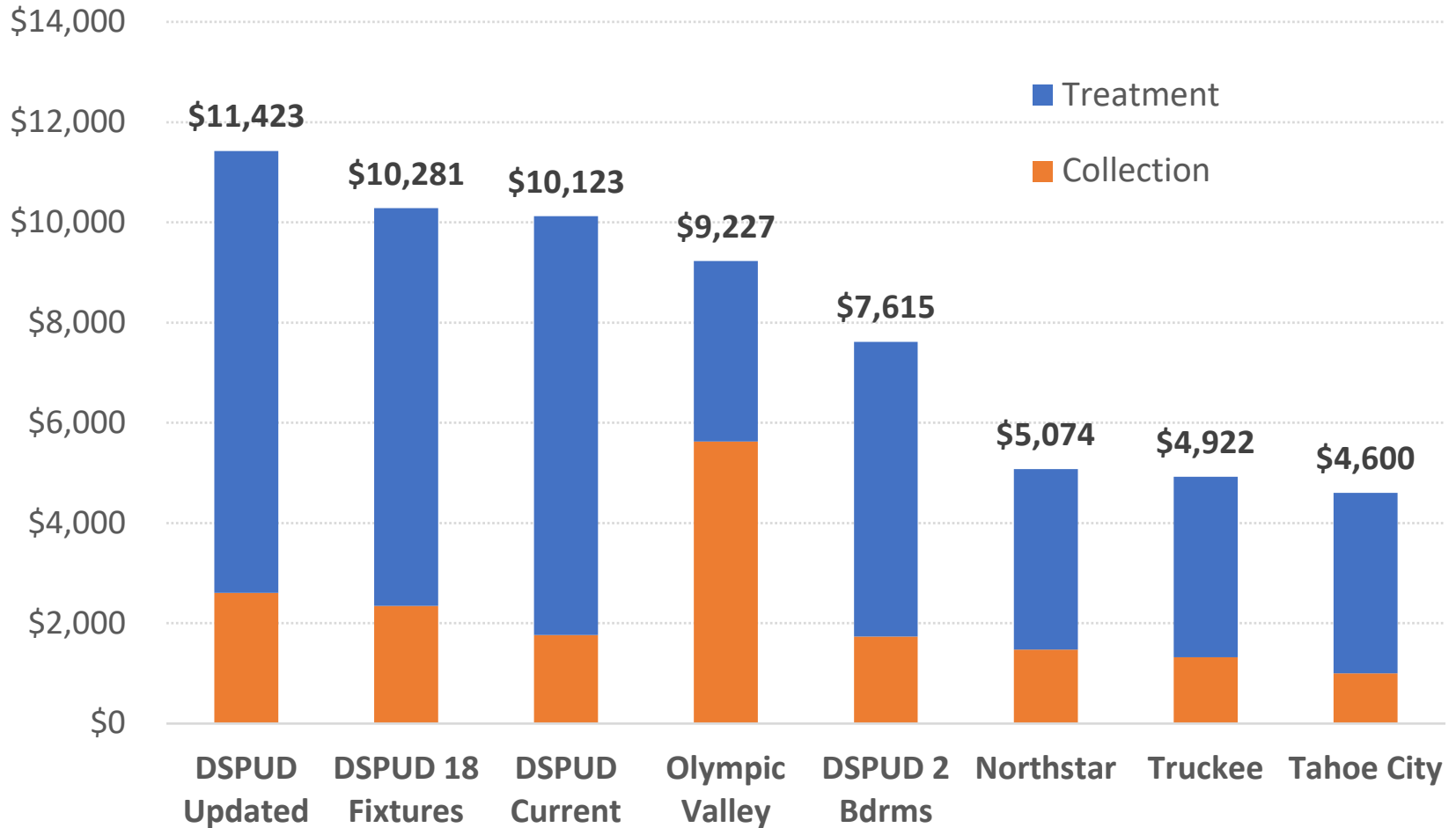
Alternative (“Scalable”) Fee Structures

- Alternative A: Current Fee Structure (no change)
- Alternative B: Residential Fee charged by Number of Fixture Units
- Alternative C: Residential Fee charged by Number of Bedrooms

Item	EDU Type	
	New	Expansion
Fee per EDU	\$11,423	\$2,601
Fixture Units per EDU	20	20
Bedrooms per EDU	3	3
Fee per Fixture Unit	\$571.15	\$130.06
Fee per Bedroom	\$3,808	\$867

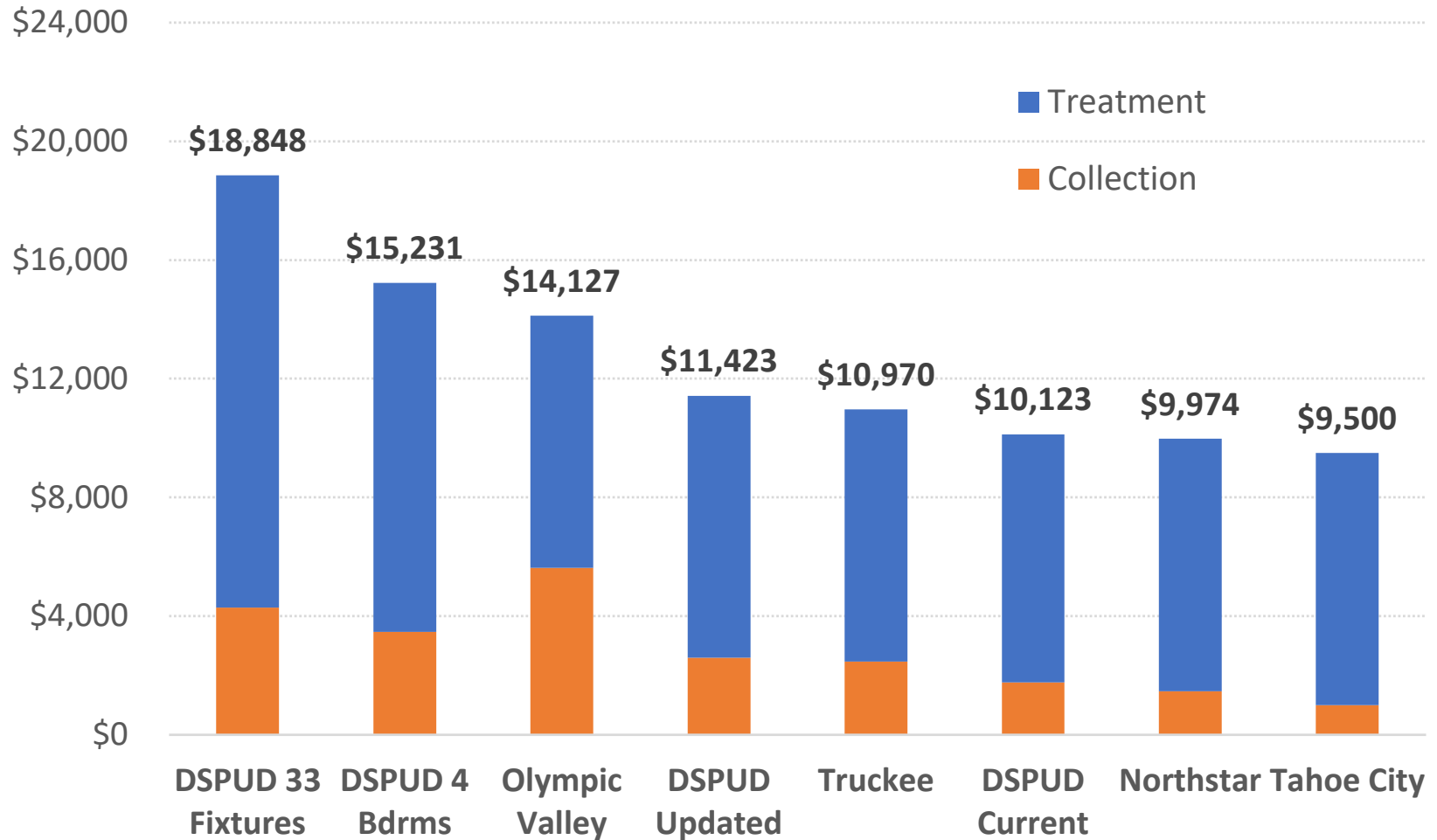
Regional Capacity Fee Comparison

New Home 2,000 Building Square Feet



Regional Capacity Fee Comparison

New Home 4,000 Building Square Feet



Study Recommendations

- Update the wastewater capacity fees
- Establish a wastewater capacity fee per fixture unit for ADUs
- Ensure the annual fee update formulas are included in the resolution or ordinance updating the wastewater capacity fees
- Consider scalable fees

HANSFORD

ECONOMIC CONSULTING

Donner Summit Public Utility District

Wastewater Capacity Fees Study



November 7, 2022

DRAFT

The following report was prepared by Hansford Economic Consulting LLC.

The analyses and findings contained within this report are based on primary data provided by the Donner Summit Public Utility District, as well as additional secondary sources of data available as of the date of this report. Updates to information used in this report could change or invalidate the findings contained herein. While it is believed that the primary and secondary sources of information are accurate, this is not guaranteed.

Every reasonable effort has been made in order that the data contained in this study reflect the most accurate and timely information possible. No responsibility is assumed for inaccuracies in reporting by the client, its consultants and representatives, or any other data source used in the preparation of this study. No warranty or representation is made that any of the projected values or results contained in this study will actually be achieved.

Changes in economic and social conditions due to events including, but not limited to, major recessions, droughts, major environmental problems or disasters that would negatively affect operations, expenses and revenues may affect the result of the findings in this study. In addition, other factors not considered in the study may influence actual results.

TABLE OF CONTENTS

SECTION	PAGE
1. Introduction and Summary of Findings	1
1.1 Introduction	1
1.2 Authority to Charge Capacity Fees	2
1.3 Calculated Capacity Fees	2
2. Capacity Fee Calculations	6
2.1 Future Development and Growth Assumptions	6
2.2 Buy-In Fee Costs	6
2.3 New Facilities Fee Costs	9
2.4 Calculated Fees and Alternative Fee Structures	11
2.5 Regional Fees Comparison	12
3. Capacity Fees Adoption and Administration	14
3.1 Capacity Fees Adoption	14
3.2 Future Fee Adjustments and Updates	14
3.3 Mitigation Fee Act Compliance	14
3.4 Capacity Fee Credits and Reimbursements	15

Appendix A: DSPUD Wastewater System Assets

LIST OF TABLES

TABLE	PAGE
1 Current Wastewater Capacity Fees	1
2 Calculated Wastewater Capacity fees for Fiscal Year 2023	3
3 Alternative Fee Structures	5
4 Comparison of Alternative Fees for Residential Development New EDU	5
5 Remaining Treatment Plant Capacity	6
6 Capacity Fee for Treatment and Disposal Component	7
7 Summary Wastewater System Value	8
8 Capacity Fee for Collection and Other Fee Components	8
9 DSPUD Wastewater Capital Improvements Plan	9
10 Allocation of CIP to Existing and New Customers	10
11 New Wastewater Facilities Fee	10
12 Total Fiscal Year 2023 Capacity Fee per EDU	11
13 Alternative Fee Structures for Residential Properties	12

LIST OF FIGURES

FIGURE	PAGE
1 Comparison Fees for a New 2,000 Square Foot Home	13
2 Comparison Fees for a New 4,000 Square Foot Home	13

Section 1: INTRODUCTION AND SUMMARY OF FINDINGS

1.1 INTRODUCTION

The Donner Summit Public Utility District (DSPUD or District) provides wastewater collection, treatment, and disposal service to residents and businesses in Soda Springs and Sugar Bowl, and it provides treatment and disposal service to residents whose wastewater is collected by the Sierra Lakes County Water District.

The purpose of this report is to update the District’s schedule of wastewater capacity fees. The District charges wastewater capacity fees on a per Equivalent Dwelling Unit (EDU) basis. The current wastewater capacity fees were set by the Board of Directors (Board) in 2017 and are shown in **Table 1**. A new home would currently pay the District a wastewater capacity fee of \$10,123¹, or \$3,329 if it has already purchased capacity at the wastewater treatment plant.

Table 1
Current Wastewater Capacity Fees

Expansion EDU Area	Current Fee
OUTSIDE CFD NO. 1	
New Expansion EDU	
Treatment Plant Connection Fee	\$8,357
All Other System Facilities Connection Fee	\$1,766
Total New Expansion EDU Cost	\$10,123
Existing Expansion EDU	
Treatment Plant Connection Fee	\$1,563
All Other System Facilities Connection Fee	\$1,766
Total Existing Expansion EDU Cost	\$3,329
INSIDE CFD NO. 1	
New Expansion EDU	
Catch-Up Special Tax	\$5,545
One-Time Special Tax	\$1,249
Treatment Plant Connection Fee	\$1,563
All Other System Facilities Connection Fee	\$1,766
Total New Expansion EDU Cost	\$10,123
Existing Expansion EDU	
Catch-Up Special Tax	\$0
One-Time Special Tax	\$0
Treatment Plant Connection Fee	\$1,563
All Other System Facilities Connection Fee	\$1,766
Total Existing Expansion EDU Cost	\$3,329

Source: DSPUD Ordinance 06-2017.

¹ A property owner may be able to purchase an EDU from a willing seller rather than the District. The District must verify if the EDU is an Existing EDU or a New EDU. No fee is due for a New EDU that has been transferred to another property. A fee is due for an Existing EDU that has been transferred to another property.

1.2 AUTHORITY TO CHARGE CAPACITY FEES

Under the authority of the Mitigation Fee Act (1987), contained in California Government Code Section 66000 et. seq., the District is authorized to collect wastewater capacity and connection fees. When a municipality adopts or updates a capacity or connection fee, it must demonstrate that the fees shall not exceed the estimated reasonable cost of providing the service for which the fee is imposed. Maximum justifiable fees are calculated in this report pursuant to demonstration of the nexus between new development and the increase in use of existing infrastructure, as well as new infrastructure, that is provided to serve the new development.

Specifically, the District may impose a connection fee pursuant to Government Code Section 66013 (b)(5) for the physical facilities necessary to make a wastewater connection, including, but not limited to, pipelines from the structure or project to a sewer main, that does not exceed the estimated reasonable cost of labor and materials for installation of those facilities.

The District may impose a capacity fee pursuant to Government Code Section 66013(b)(3) for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including capacity contracts for rights or entitlements, real property interest, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities.

DSPUD requires all new wastewater connections to build the connection from their property to the sewer main themselves. The District inspects the connection upon completion of the work. Since the District does not provide the connection, it does not charge a connection fee. The District does charge a capacity fee for facilities that are in place, or to be built, to accommodate new sewer flows.

1.3 CALCULATED WASTEWATER CAPACITY FEES

The wastewater capacity fee is being updated to account for development that has occurred, planned new development, and new wastewater facilities planned to be constructed. The updated wastewater capacity fee includes three components:

1. Wastewater Treatment Plant and Disposal Buy-In Fee
2. Collection and Other Facilities Buy-In Fee
3. New Wastewater Facilities Fee

The first fee component is a “catch-up fee” to equalize the investment in the 2014 new treatment plant between existing and new users. It is based on debt service paid to date as defined in the Rate and Method of Apportionment of Community Facilities District No. 1, plus debt service paid to date in rates. The second fee component is a buy-in fee for new users benefiting from capacity in the existing collection system, and other existing wastewater system facilities. The third fee component is a contribution to new and/or upgraded wastewater facilities planned in the District’s 2022 updated Capital Improvement Plan (CIP) to serve new growth.

Table 2 presents the calculated updated total combined maximum justifiable capacity fees. The updated wastewater capacity fee schedule has a new customer category, for Accessory Dwelling Units (ADUs). Pursuant to State law, ADUs must be charged development fees on either a per building square foot basis or per fixture unit basis². Because District Ordinance 94-5 defines a new EDU as having 20 fixture units³, the wastewater capacity fee for ADUs is proposed on a per fixture unit basis.

If a property owner that previously purchased capacity at the wastewater treatment plant (i.e., they own an Expansion EDU) wants to build a detached ADU they must pay the new ADU fee per fixture unit. If the property owner with an Expansion EDU wants to build a new home with an attached ADU, they would not be required to pay the ADU fee because at the time the fee was paid for the capacity at the wastewater treatment plant, one EDU was sufficient for a single-family structure of any size.

Other than the addition of the wastewater capacity fee for ADUs, there isn't a change in the structure of the wastewater capacity fee, but the fee table has been simplified. The maximum justifiable fees would **increase** the current wastewater capacity fee for a new home (that has not yet purchased capacity in the wastewater treatment plant) from \$10,123 to \$11,423. The maximum justifiable fees for a property owner with an Expansion EDU would **decrease** from \$3,329 to \$2,601.

Table 2
Calculated Wastewater Capacity Fees for Fiscal Year 2023

Calculated Fee through Fiscal Year Ending 2023 [1]	Wastewater Capacity Fee
New EDU [2]	\$11,423
Expansion EDU [3]	\$2,601
New ADU - Per Fixture Unit [4]	\$571.15

[1] The fee for each subsequent fiscal year should be automatically updated per formula.

[2] The annual fee adjustment formula for a New EDU:

$$\text{updated fee} = \text{curr yr fee} + \$773 + \text{change in Expansion EDU fee}$$

[3] The new 2014 treatment plant buy-in fee is not applicable to these EDUs.

The annual fee adjustment formula for an Expansion EDU:

$$\text{updated fee} = \text{curr yr fee} * \text{change in the ENR CCI Apr to Apr}$$

[4] Per Ordinance 94-5, 20 fixture units equal one EDU. The annual adjustment to the ADU Fixture Unit Fee is the adjusted fee for a New EDU divided by 20.

² California law allows the building of ADUs on single-family and multi-family zoned property. A new detached ADU may be charged a capacity fee whenever it is built. A new attached ADU may be charged a capacity fee ONLY when it is constructed with a new single-family home.

³ The International Residential Code define a fixture unit as, "A measure of probable discharge into the drainage system by various types of plumbing fixtures, used to size DWV piping systems. The drainage fixture-unit value for a particular fixture depends on its volume rate of drainage discharge, on the time duration of a single drainage operation and on the average time between successive operations.

The wastewater capacity fees are calculated for fiscal year 2023. Each year, DSPUD should adjust the fee based on the formula for each type of fee (New EDU, Expansion EDU, or ADU) as shown in **Table 2**; otherwise, the fee will fall behind the future customers' share of facilities costs. The fee should also be reviewed whenever there is a significant change to the Wastewater Capital Improvement Plan, whenever there are changes in pace and quantity of new development, and whenever a time period of five-plus years has elapsed. In footnote [3] of the table, the ENR CCI is the Engineering News Record Construction Cost Index.

Alternative Fee Structures. The District could choose to alter the structure of the fees. DSPUD could consider scaling the wastewater capacity fees by charging the fees by building square feet, number of bedrooms, or number of fixture units. In most communities these are all viable options; however, given the range of housing types in the District's service territory (Soda Springs and Sugar Bowl), calculating the fee by building square foot could be challenged. The challenge is that a fee by building square feet must be based on either the median or the average building square feet of one EDU (a "typical" 3-bedroom home in the District's service territory⁴). Establishing the square footage of a typical 3-bedroom home in the District service territory is difficult. Along Donner Pass Road in Soda Springs, a new 3-bedroom home is more likely to be in the range of 1,600 building square feet to 2,200 building square feet, but in Sugar Bowl, as well as other pockets of developable land within the District's service territory, 3-bedroom homes are often in excess of 3,000 building square feet. For this reason, only options for fees by number of bedrooms or by number of fixture units are presented for consideration.

Alternatives for scalable fees are presented below.

Alternative A: Current Structure (no change)

Alternative B: Residential Wastewater Capacity Fee by Number of Fixture Units

Alternative C: Residential Wastewater Capacity Fee by Number of Bedrooms

Charging by number of bedrooms is administratively easier as it does not require District staff to inspect building plans in detail or inspect the home upon certificate of occupancy. New non-residential structures would continue to be charged per EDU as detailed in DSPUD Ordinance 94-5. A comparison of the maximum justifiable fees by alternative is provided in **Table 3** for the DSPUD Board's consideration.

A comparison of the fees for a new home that has to purchase capacity at the wastewater treatment plant (a New EDU) is provided in **Table 4** for the updated capacity fee and the two alternative fee structures. The fee is greater for a new home when the fee structure is a fee per fixture unit than a fee per bedroom; however, the number of fixture units could vary from those assumed in this analysis. The table illustrates that a smaller home would pay less under either of the two alternative rate structures, and a larger home would pay more. The table also shows that a new ADU with 12 fixture units would pay a fee of \$6,854.

⁴ Per District Ordinance 94-5, one EDU is a 3-bedroom home with 20 fixture units.

Table 3
Alternative Wastewater Fee Structures

Customer Type	Fee Basis	EDU Type	
		New	Expansion
Alternative A: Current Structure			
Residential and Non-Residential	per EDU	\$11,423	\$2,601
Accessory Dwelling Unit	per Fixture Unit	\$571.15	
Alternative B: Residential per Fixture Unit			
Non-Residential	per EDU	\$11,423	\$2,601
Residential	per Fixture Unit	\$571.15	\$130.06
Accessory Dwelling Unit	per Fixture Unit	\$571.15	
Alternative C: Residential per Bedroom			
Non-Residential	per EDU	\$11,423	\$2,601
Residential	per Bedroom	\$3,808	\$867
Accessory Dwelling Unit	per Fixture Unit	\$571.15	

Source: HEC October 2022.

Table 4
Comparison of Alternative Fees for Residential Development New EDU

	Number of			Number of		
	Quantity	Fixture Units	Fee	Quantity	Fixture Units	Fee
Typical Home (One EDU):	3 Bedroom / 2 Bath			Typical ADU		
Alternative A			\$11,423	<i>unaffected by fee structure</i>		
Alternative B						
Bathtubs	1	2	\$1,142			
Showers	2	4	\$2,285	1	2	\$1,142
Toilets	2	6	\$3,427	1	3	\$1,713
Dishwasher	1	2	\$1,142	1	2	\$1,142
Clothes Washer	1	2	\$1,142	1	2	\$1,142
Bathroom Sink	2	2	\$1,142	1	1	\$571
Kitchen Sink	1	2	\$1,142	1	2	\$1,142
TOTAL Alternative B		20	\$11,423	12		\$6,854
TOTAL Alternative C			\$11,423			
	2 Bedroom / 2 Bath			4 bedroom / 3.5 Bath		
Alternative A			\$11,423			\$11,423
Alternative B						
Bathtubs	1	2	\$1,142	2	4	\$2,285
Showers	1	2	\$1,142	3	6	\$3,427
Toilets	2	6	\$3,427	4	12	\$6,854
Dishwasher	1	2	\$1,142	1	2	\$1,142
Clothes Washer	1	2	\$1,142	1	2	\$1,142
Bathroom Sink	2	2	\$1,142	5	5	\$2,856
Kitchen Sink	1	2	\$1,142	1	2	\$1,142
Total Alternative B		18	\$10,281	33		\$18,848
TOTAL Alternative C			\$7,615			\$15,231

Section 2: CAPACITY FEE CALCULATIONS

Capacity fees are charged to pay for current and future District facilities that new wastewater customers will use. Capacity fees pay for major infrastructure such as collection facilities, treatment and disposal facilities. The revised capacity fee would pay for buy-in to existing facilities as well as new facilities that new customers will use.

2.1 FUTURE DEVELOPMENT AND GROWTH ASSUMPTIONS

The first step in determining capacity fees is establishing the current number of wastewater customers, expressed in equivalent dwelling units (EDUs). Per current District records, there are 1,060 wastewater EDUs. The District services two types of wastewater customer:

- (1) Existing customers who currently use the wastewater system, and
- (2) Future customers who have paid for an Expansion EDU and who are paying reduced quarterly rates for maintenance of District facilities until they connect to the wastewater system.

Remaining capacity for new DSPUD wastewater customers is calculated in **Table 5**. DSPUD’s plant capacity is 0.48 million gallons per day (MGD); this capacity can serve 1,270 EDUs. DSPUD has capacity to serve an additional 209 EDUs in its service territory.

Table 5
Remaining Treatment Plant Capacity

EDU Type	EDUs	Percent Allocation	GPD per EDU	Total Use (GPD)
DSPUD Plant Capacity (MGD): 0.480	<i>60% of total capacity</i>			
Total DSPUD Capacity in EDUs	1,270			
Existing and Future EDUs	1,061	84%	378	400,892
New EDUs	209	16%	378	79,108
Use in Gallons per Day (avg. day max. week flow)				480,000

Source: DSPUD flow data March 2021 - March 2022, and HEC.

gpd

2.2 BUY-IN FEE COSTS

Treatment and Disposal Fee Component

The treatment and disposal fee component of the buy-in fee is calculated using the Special Tax Formula of Community Facilities District No.1 regardless of the location of the developing property. The Rate and Method of Apportionment describes how to calculate the buy-in fee for the treatment plant.

A customer wishing to purchase a New EDU must pay the Catch-Up Special Tax. Using the formula in the Rate and Method of Apportionment, the Catch-Up Special Tax is \$7,472 per EDU for fiscal year 2023. In addition, the customer must also pay the amount of debt service for the wastewater treatment plant upgrade and expansion project that was ultimately greater than the special tax could support. The additional debt service fee is \$1,350 per New EDU for fiscal year 2023.

In total, a new customer wishing to purchase capacity at the treatment plant has a maximum justifiable fee of \$8,822 per New EDU. The calculations are shown in **Table 6**.

Table 6
Capacity Fee for Treatment and Disposal Component

Fee	Calculation
Catch-Up Special Tax	
Years of Special Tax (FY2012 through FY2023)	12
Tax Paid each Year	\$593
Total Taxes Paid	\$7,116
Catch-Up Special Tax Amount (1.05 X Total Taxes Paid)	\$7,472
Debt Service paid with Rates (FY 2015 through FY2023)	
Years of Debt Service [1]	9
Annual Debt Service per EDU not in Special Tax	\$150
Additional Debt Service Capacity Fee per EDU	\$1,350
Total Treatment Plant Component Fee	\$8,822

Source: DSPUD CFD No.1 Rate and Method of Apportionment and HEC. cfd1

[1] Includes one year collection for debt service reserve, per SRF, and payments made fiscal years ending 2016 through 2018 under the old debt service schedule, plus payments made fiscal years ending 2019 through 2023 under the new debt service schedule.

Collection and Other Facilities Components Fee

The cost included in the collection and other facilities components buy-in fee is based on the value of the District’s wastewater assets. The buy-in fee for this study uses the original cost approach methodology calculation of remaining value of assets⁵. Inclusion of depreciation is commonly used for buy-in fees because it removes the assets that have exceeded their useful life and are no longer in use from the fee. **Tables A-1** and **A-2** in Appendix A provide a list of DSPUD’s wastewater assets, their original cost, and net book value, which is the original cost less accumulated depreciation.

The total assets net book value is \$21.1 million, as summarized in **Table 7**.

⁵ Under the original cost approach, the buy-in fee reflects the original investment in existing capacity, paying an amount similar to what the existing customers paid for the capacity (or the remaining value of the original investments). AWWA M1 Manual Page 332.

Table 7
Summary Wastewater System Value

Wastewater System Components	Net Book Value
Wastewater System	
New 2014 Treatment Plant	\$20,679,895
Other Treatment & Disposal	\$278,052
Subtotal Treatment	\$20,957,947
Collection	\$58,549
Other	\$6,867
Total Wastewater	\$21,023,363
Joint Assets [1]	\$67,834
Total Assets Value	\$21,091,198

Source: DSPUD depreciation schedule as of 6/30/2022 and HEC. sum value

[1] Wastewater system 78% share of total joint assets value.

The collection and other facilities components buy-in fee deducts the asset value of the treatment facilities built with debt from the State Revolving Fund for the 2014 wastewater treatment plant upgrade and expansion. **Table 8** shows net assets value is \$0.4 million and the calculated buy-in fee is \$324 per EDU. New users are responsible for 16% of the net assets value because there is 16% capacity remaining in the treatment plant based on average EDU flow (see **Table 5**).

Table 8
Capacity Fee for Collection and Other Fee Components

Wastewater Facilities	Net Book Value
Treatment Component	
Plant and Disposal Facilities Value	\$20,957,947
less 2014 New Plant Project Value	(\$20,679,895)
Treatment & Disposal Value	\$278,052
Collection & All Other Facilities Value	\$133,251
Net Assets Value	\$411,303
Available Capacity	16%
New Users Cost Share	\$67,786
Additional EDUs	209
Buy-in Cost per EDU for Collection & Other	\$324

Source: DSPUD and HEC. edu calc

2.3 NEW FACILITIES FEE COSTS

The new facilities fee component is based on the District’s ten-year wastewater CIP, which is summarized in **Table 9**. The total estimated cost of the CIP is \$6.5 million in today’s dollars. Almost all of the necessary improvements are to the wastewater collection system.

Table 9
DSPUD Wastewater Capital Improvements Plan

Project Type	Fiscal Year Ending					First 5 Years	Next 5 Years	10-Yr Total
	2023	2024	2025	2026	2027			
Treatment Plant								
	<i>All figures in 2022 \$s</i>							
Membrane Replacement		\$87,000				\$87,000	\$87,000	\$174,000
Reactor 1 & 2 Wasting Upgrades						\$0	\$100,000	\$100,000
Reactor 1						\$0	\$150,000	\$150,000
Total Treatment Plant	\$0	\$87,000	\$0	\$0	\$0	\$87,000	\$337,000	\$424,000
Collection								
Radio System Upgrade	\$70,678					\$70,678		\$70,678
Lift Station Rehabilitation		\$44,000	\$306,000			\$350,000	\$685,000	\$1,035,000
Upgrades to Lift Stations [1]				\$150,000	\$150,000	\$300,000	\$150,000	\$450,000
Snow Lab / Bunny Hill Rd Rehabilitation	\$20,000	\$130,000				\$150,000	\$150,000	\$300,000
Line Rehabilitation						\$0	\$300,000	\$300,000
Manhole Sealing						\$0	\$165,000	\$165,000
Sugar Bowl Sewer Extension - West	\$172,000	\$1,489,000				\$1,661,000		\$1,661,000
Sugar Bowl Sewer Extension - East		\$86,000	\$741,000			\$827,000		\$827,000
Sewer Lift Station 2 Upgrade					\$178,750	\$178,750	\$1,036,250	\$1,215,000
Sewer Main Extension Program	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000	\$50,000	\$100,000
Total Collection	\$272,678	\$1,759,000	\$1,057,000	\$160,000	\$338,750	\$3,587,428	\$2,536,250	\$6,123,678
Total Improvements	\$272,678	\$1,846,000	\$1,057,000	\$160,000	\$338,750	\$3,674,428	\$2,873,250	\$6,547,678

Source: DSPUD August 2022.

[1] Includes Norden 1, Norden 2, and lift station No. 8.

Only the costs of improvements, or portion(s) of improvements, needed to serve new growth can be allocated to the new facilities fee.

Table 10 shows the allocation of costs between existing and new customers. The two Sugar Bowl sewer extension projects are to be paid for by the Sugar Bowl customers converting from septic to municipal wastewater service, per terms of the annexation agreement which was approved in 1999 by Joint Resolution of the Nevada County-Placer County Local Agency Formation Commissions. This leaves 31% of Sewer Lift Station 2 upgrade and 100% of sewer main extension costs the responsibility of new wastewater customers.

The total new facilities cost to be borne by new customers is divided by the number of new EDUs there is capacity for at the wastewater treatment plant. The new wastewater facilities fee per EDU is \$2,277, as shown in **Table 11**.

Table 10
Allocation of CIP to Existing and New Customers

Project Type	10-Year Total Estimated Cost	Allocation to Customers		Connection Fee Costs
		Existing	New	
Treatment Plant				
Membrane Replacement	\$174,000	100%	0%	\$0
Reactor 1 & 2 Wasting Upgrades	\$100,000	100%	0%	\$0
Reactor 1	\$150,000	100%	0%	\$0
Total Treatment Plant	\$424,000			\$0
Collection				
Radio System Upgrade	\$70,678	100%	0%	\$0
Lift Station Rehabilitation	\$1,035,000	100%	0%	\$0
Upgrades to Lift Stations [1]	\$450,000	100%	0%	\$0
Snow Lab / Bunny Hill Rd Rehabilitation	\$300,000	100%	0%	\$0
Line Rehabilitation	\$300,000	100%	0%	\$0
Manhole Sealing	\$165,000	100%	0%	\$0
Sugar Bowl Sewer Extension - West	\$1,661,000	0%	100%	\$1,661,000
Sugar Bowl Sewer Extension - East	\$827,000	0%	100%	\$827,000
Sewer Lift Station 2 Upgrade [2]	\$1,215,000	69%	31%	\$376,600
Sewer Main Extension Program	\$100,000	0%	100%	\$100,000
Total Collection	\$6,123,678			\$2,964,600
Total Improvements	\$6,547,678			\$2,964,600

Source: DSPUD August 2022.

cip

[1] Includes Norden 1, Norden 2, and lift station No. 8.

[2] Split by estimated wastewater capacity used by existing customers.

Table 11
New Wastewater Facilities Fee

New Facilities	Estimated Cost
Sewer Lift Station 2 Upgrade (31% of total cost)	\$376,600
Sewer Main Extension Program (100% of total cost)	\$100,000
Total New Facilities Cost	\$476,600
Available Capacity (EDUs)	209
New Facilities Fee per EDU	\$2,277

Source: DSPUD CIP August 9, 2022, and HEC.

new fee

2.4 CALCULATED CAPACITY FEES AND ALTERNATIVE FEE STRUCTURES

The total maximum justifiable capacity fee per New EDU is \$11,423, and \$2,601 per Expansion EDU. The fee components are shown in **Table 12**. These fees are for the time period through fiscal year ending 2023.

Table 12
Total Fiscal Year 2023 Capacity Fee per EDU

EDU Type and Fee Area	Fee Components
New EDU	
New 2014 Treatment Plant Buy-In Fee [1]	\$8,822
Collection & Other System Facilities Buy-In Fee	\$324
New Wastewater Facilities Fee	\$2,277
New EDU Fee	\$11,423
Expansion EDU [2]	
Collection & Other System Facilities Buy-In Fee	\$324
New Wastewater Facilities Fee	\$2,277
Total Expansion EDU Fee	\$2,601

calc fee

[1] If the new EDU is located in CFD No. 1 then \$7,472 of the fee is paid in special tax.

[2] Property owners of these EDUs paid the one-time up-front treatment plant fee in 2012 and have been paying for the new treatment plant debt service with special taxes (if in CFD No. 1) and in their rates as a future customer.

As shown above in the update to the current fee, the District currently charges capacity fees on a per EDU basis which means that the fee is the same regardless of the size of the home. Locally, the Mountain Housing Council has advocated for “scalable” development fees so that smaller homes pay less than larger homes for their impacts on community facilities. Scalable fees are intended to help address housing affordability concerns in the region. The Truckee Sanitary District and the Tahoe Truckee Sanitation Agency (TTSA) both adopted scalable wastewater capacity fees in response to the advocacy of the Mountain Housing Council. The Olympic Valley Public Services District and Northstar Community Services District have not.

DSPUD could consider scaling the wastewater capacity fees by charging the fees by building square feet, number of bedrooms, or number of fixture units. In most communities these are all viable options; however, given the range of housing types in the District’s service territory (Soda Springs and Sugar Bowl), calculating the fee by building square foot could be challenged. The challenge is that a fee by building square feet must be based on either the median or the average building square feet of one EDU (a “typical” 3-bedroom home in the District’s service territory⁶). Establishing

⁶ Per District Ordinance 94-5, one EDU is a 3-bedroom home with 20 fixture units.

the square footage of a typical 3-bedroom home in the District service territory is difficult. Along Donner Pass Road in Soda Springs, a new 3-bedroom home is more likely to be in the range of 1,600 building square feet to 2,200 building square feet, but in Sugar Bowl, as well as other pockets of developable land within the District’s service territory, 3-bedroom homes are often in excess of 3,000 building square feet.

Fees by number of bedrooms and fees by number of fixture units are calculated in **Table 13** for the DSPUD Board’s consideration. New non-residential structures would continue to be charged under current District ordinance. Charging by number of bedrooms is administratively easier as it does not require District staff to inspect building plans in detail or inspect the home upon certificate of occupancy.

Table 13
Alternative Fee Structures for Residential Properties

Item	EDU Type	
	New	Expansion
Fee per EDU	\$11,423	\$2,601
Fixture Units per EDU	20	20
Bedrooms per EDU	3	3
Fee per Fixture Unit	\$571.15	\$130.06
Fee per Bedroom	\$3,808	\$867

2.5 REGIONAL FEES COMPARISON

It is common for municipal wastewater providers to charge capacity fees to equalize the cost of infrastructure between current and future system users. Other regional municipal wastewater providers also charge capacity fees, as shown in **Figures 1** and **2**. The regional fees comparison is made for two different sized homes: a 2,000 square foot home and a 4,000 square foot home. Included in both figures is the updated wastewater capacity fee per EDU without any change in structure of the fee (Alternative A), and the total fee if the residential fee structure is changed to payment by fixture unit (Alternative B) or payment by number of bedrooms (Alternative C).

- **Figure 1** shows the fee comparison for a new 2,000 square foot home assuming it has 2 bedrooms with 2 bathrooms, and assuming it has 18 fixture units.
- **Figure 2** shows the fee comparison for a 4,000 square foot home assuming it has 4 bedrooms with 3.5 bathrooms, and assuming it has 33 fixture units.

For a 2,000 square foot home, the total wastewater capacity fee would be reduced from the current fee if the updated fee is charged for two bedrooms, and increased from the current fee if the updated fee is charged per fixture unit for an assumed 18 fixture units; however, the fee under

both alternatives B and C would be lower than if the fee structure is not changed. For a 4,000 square foot home, the total capacity fee would be greater than the current fee regardless which structure is adopted assuming the home has 4 bedrooms and 33 fixture units; additionally, the fee would be greater under alternatives B and C than it would be if the fee structure is not changed.

Figure 1
Comparison Fees for a New 2,000 Square Foot Home

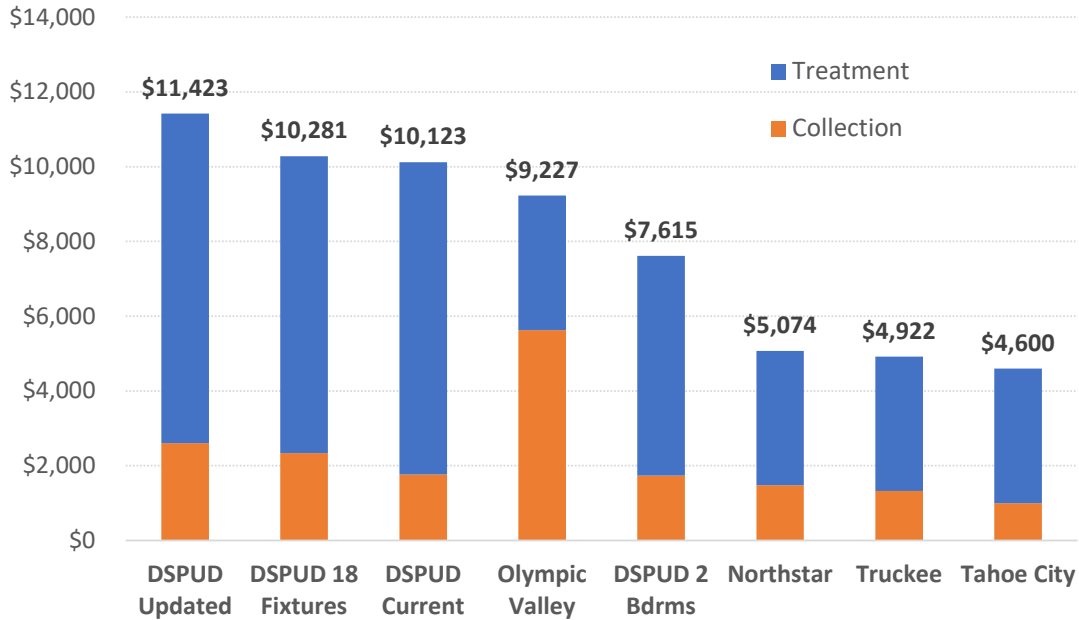
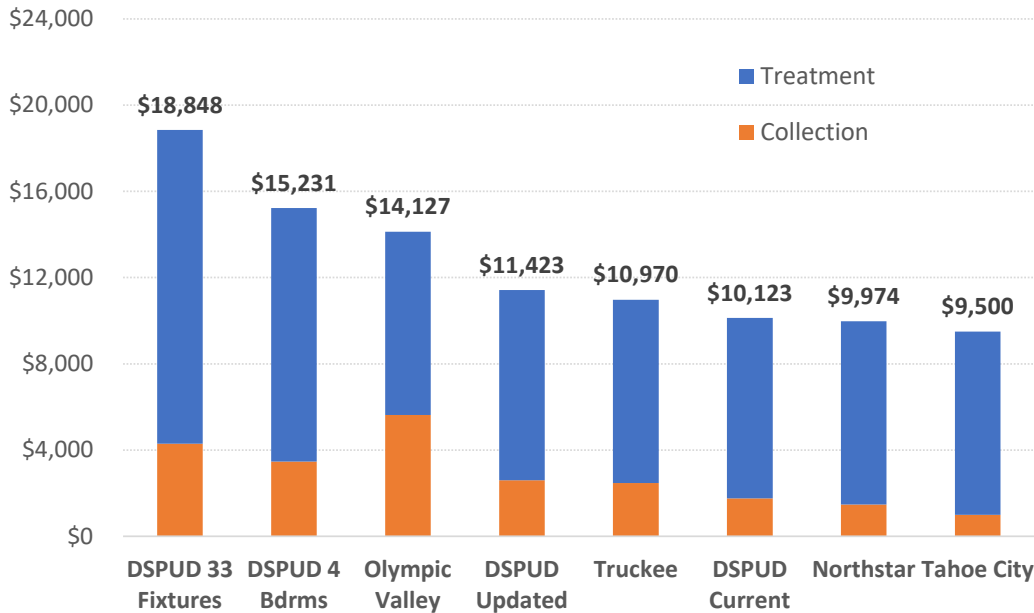


Figure 2
Comparison Fees for a New 4,000 Square Foot Home



Section 3: CAPACITY FEES ADOPTION AND ADMINISTRATION

3.1 CONNECTION FEES ADOPTION

Pursuant to California Government Code 66016, prior to increasing an existing fee or adopting a new fee, an agency must hold at least one open and public meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that all supporting studies and information are available to the public, shall be noticed at least 10 days prior to the meeting. Increases to an existing fee or adoption of a new fee may be made by ordinance or resolution.

3.2 FUTURE FEE ADJUSTMENTS

The wastewater capacity fees need to be updated each fiscal year according to the annual fee adjustment formulas below, otherwise, the fee will fall behind the future customers' share of facilities costs.

Annual Fee Adjustment Formulas:

Expansion EDU = Current Year Fee multiplied by the April-to-April change in the ENR CCI

New EDU = Current Year Fee plus \$773 plus the change in the Expansion EDU Fee

ADU Fee = New EDU Fee divided by 20

The fee should also be reviewed whenever there is a significant change to the Wastewater Capital Improvement Plan, there are changes in pace and quantity of new development, and whenever a time period of five-plus years has elapsed.

3.3 MITIGATION FEE ACT COMPLIANCE

The District must deposit capacity fee revenues in a separate capital facilities fund to avoid any comingling with other monies of the District. Any interest income earned must also be deposited into the Wastewater Capacity Fee Fund. In addition, the District must comply with annual and five-year reporting requirements for the Wastewater Capacity Fees Fund.

Within 180 days of the end of a fiscal year, the following is to be furnished for the prior fiscal year:

1. A description of the charges deposited in the fund,
2. The beginning and ending balance of the fund,
3. The amount of the fees collected and interest earned,
4. An identification of each public improvement for which fees were expended and the amount of expenditure for each improvement, including the percentage of the total cost of the improvement that was funded with capacity fees if more than one source of funding was used,

5. An identification of each public improvement on which charges were expended that were completed during the fiscal year, and each improvement anticipated to be undertaken in the following fiscal year, and
6. A description of any interfund transfer or loan made from the Wastewater Capacity Fee Fund, identification of any public improvements on which any transferred monies are, or will be, expended, and a description of repayment terms.

All of the above information may be included in the District's annual financial report.

3.4 CAPACITY FEE CREDITS AND REIMBURSEMENTS

The District may provide fee credits and reimbursements to developers/private property owners who dedicate land or construct facilities included in the new wastewater facilities fee component of the capacity fee with private financing. The credit / reimbursement may only be up to the cost of the improvement, as included in the new facilities fee program, or the actual cost paid by the developer/private property owner, whichever is lower. No credit or reimbursement will be allowed for costs incurred that are higher than estimated in the fee program.

Credits. Once fee credits have been determined, they will be used at the time the respective fees would be due. The use of accumulated fee revenues shall first be used for District-determined priority capital improvement projects, and secondly for repayment of accrued reimbursement to developers/private property owners.

Reimbursements. Reimbursements would be due to developers/private property owners who advance-fund wastewater facilities in excess of their fair share of the facility costs.

Developers/private property owners must enter into a reimbursement agreement with the District to receive reimbursements. Fee credits would be provided up to the fair share cost for the developer/private property owner, then reimbursements would be due to the developer/private property owner once revenue collections have been made from other developers/private property owners. Reimbursement priority is a "first in, first out" system. As money becomes available, the first in would receive reimbursement first. Developers/private property owners may have to wait some time before their reimbursement is paid in full. Reimbursements are only an obligation of the Wastewater Capacity Fee Fund, not any other District fund.

Fee credits/reimbursements will be adjusted annually by the inflation factor used to adjust the Expansion EDU fee.

APPENDIX A

DSPUD WASTEWATER SYSTEM ASSETS

**Table A-1
Donner Summit PUD Wastewater Connection Fees
Wastewater Assets List**

DRAFT

Asset List	Purchase Year	Life years	Remaining Life years	Original Cost <i>a</i>	Amount Depreciated <i>b</i>	Net Book Value <i>c = a - b</i>
Collection System						
Main System	1974	40	0	\$407,168	\$407,168	\$0
Phases 1, 2, 3	1981	25	0	\$107,075	\$107,075	\$0
Ski Town	1986	5	0	\$24,264	\$24,264	\$0
Norden Extension	1987	20	0	\$1,678,587	\$1,678,587	\$0
Ski Town Sewer	1988	20	0	\$6,253	\$6,253	\$0
Norden Extension 2	1989	20	0	\$93,889	\$93,889	\$0
Donner Dr.	1993	20	0	\$20,763	\$20,763	\$0
Hwy 40	1994	20	0	\$8,895	\$8,895	\$0
Norden Pumphouse	1998	10	0	\$90,207	\$90,207	\$0
Nash Elmo Generator	2005	15	0	\$21,123	\$21,123	\$0
SCADA	2009	15	2	\$185,814	\$161,039	\$24,775
Sugar Bow, Corn Lily Ln.	2020	20	18	\$35,000	\$3,500	\$31,500
Rebuild pump @LS3	2020	5	3	\$3,790	\$1,516	\$2,274
Total Collection				\$2,682,828	\$2,624,279	\$58,549
Disposal						
Disposal Facilities	1974	40	0	\$906,248	\$906,248	\$0
Force Main	2004	30	12	\$18,720	\$11,232	\$7,488
Irrigation Pump	2007	10	0	\$10,453	\$10,453	\$0
River Access Road	2018	10	6	\$25,895	\$10,358	\$15,537
Total Disposal				\$961,316	\$938,291	\$23,025
Treatment						
Treatment Plant	1974	40	0	\$1,019,700	\$1,019,700	\$0
Turbidity Meter	1998	10	0	\$1,769	\$1,769	\$0
Discharge Permit	2009	5	0	\$131,863	\$131,863	\$0
Submersible Pump	2010	5	0	\$7,111	\$7,111	\$0
Plant Expansion	2014	40	32	\$25,849,869	\$5,169,974	\$20,679,895
WWTP Door	2016	40	34	\$7,019	\$1,053	\$5,966
Electrical Improvement	2017	25	20	\$32,403	\$6,481	\$25,922
2016 Reactor Tank Coating	2016	25	19	\$124,454	\$29,869	\$94,585
Headworks Screen Upgrade	2019	5	2	\$14,064	\$8,438	\$5,626
Heat Exchanger Upgrade	2020	10	8	\$12,517	\$2,503	\$10,014
UV System Upgrade	2020	10	8	\$26,404	\$5,281	\$21,123
Reactors 1 & 2 Mixing Pump	2020	5	3	\$2,791	\$1,116	\$1,675
Aerator Membrane - Reactor 2	2020	5	3	\$1,593	\$637	\$956
Light Retrofit	2020	7	5	\$70,436	\$20,125	\$50,311
Snow Chains for Loader	2020	5	3	\$4,049	\$1,620	\$2,429
Ammonia Feed System	2020	5	3	\$12,397	\$4,959	\$7,438
Tires for Loader	2020	7	5	\$5,265	\$1,504	\$3,761
Gen Set Water Pump	2021	5	4	\$14,040	\$2,808	\$11,232
Rebuild Membrane Pumps	2021	5	4	\$17,486	\$3,497	\$13,989
Total Treatment				\$27,355,230	\$6,420,308	\$20,934,922
Other						
Sewer Camera	2002	10	0	\$7,793	\$7,793	\$0
Membrane Bldg Liftmaster	2019	20	17	\$2,693	\$404	\$2,289
Office WWTP Front Liftmaster	2019	20	17	\$2,693	\$404	\$2,289
Office WWTP Back Liftmaster	2019	20	17	\$2,693	\$404	\$2,289
Total Other				\$15,872	\$9,005	\$6,867
TOTAL ASSETS VALUE				\$31,015,246		\$21,023,363

Source: DSPUD depreciation schedule as of 6/30/2022.

ww assets

Table A-2
Donner Summit PUD Wastewater Connection Fees
Joint Assets Value (Split between Water and Wastewater)

DRAFT

Joint Asset List	Purchase Year	Life	Remaining Life	Original Cost	Amount Depreciated	Net Book Value
		years	years	<i>a</i>	<i>b</i>	<i>c = a-b</i>
Vehicles						
Snowblower	1994	5	0	\$1,845	\$1,845	\$0
John Deere Loader	2008	10	0	\$117,837	\$117,837	\$0
Polaris Ranger Crew	2012	5	0	\$15,277	\$15,277	\$0
Ford F250	2013	5	0	\$25,297	\$25,297	\$0
Ford F150	2013	5	0	\$21,437	\$21,437	\$0
Cat Excavator	2014	5	0	\$18,500	\$18,500	\$0
Ford F-350	2016	5	0	\$72,021	\$72,021	\$0
UTV Open Trail Full Cab	2016	5	0	\$6,858	\$6,858	\$0
25' 10 Ton	2017	10	5	\$8,500	\$4,250	\$4,250
Flatbed for Truck	2021	5	4	\$3,052	\$610	\$2,442
Ram 1500	2020	5	3	\$43,654	\$17,462	\$26,192
Ram 1500 (2)	2020	5	3	\$43,060	\$17,224	\$25,836
Total Vehicles				\$377,338	\$318,618	\$58,720
General Equipment						
Building Addition	1987	20	0	\$184,500	\$184,500	\$0
Furnace	2003	10	0	\$3,763	\$3,763	\$0
Building Addition	2004	20	2	\$8,784	\$7,906	\$878
Office Roof	2010	20	8	\$18,175	\$10,905	\$7,270
Leak Detector	2014	5	0	\$6,434	\$6,434	\$0
Confined Space Kit	2014	5	0	\$5,675	\$5,675	\$0
40' High Cube Container	2015	7	0	\$3,250	\$3,250	\$0
20' Container	2015	7	0	\$2,550	\$2,550	\$0
Steel door by Admin Office	2019	20	17	\$6,910	\$1,037	\$5,874
Steel door by Admin Office (2)	2019	20	17	\$6,910	\$1,037	\$5,874
Total General Equipment				\$246,951	\$227,056	\$19,895
Office Equipment						
Furniture	2001	5	0	\$4,450	\$4,450	\$0
Carpet	2006	5	0	\$7,923	\$7,923	\$0
File Server	2010	5	0	\$2,413	\$2,413	\$0
Network Cable	2016	10	4	\$7,806	\$4,684	\$3,122
Admin Bldg Light Retrofit	2020	7	5	\$7,321	\$2,092	\$5,229
Total Office Equipment				\$29,913	\$21,561	\$8,352
Total Joint Assets with Water				\$654,202		\$86,967
Wastewater Portion of Joint Assets			78%	\$510,278		\$67,834

Source: DSPUD depreciation schedule as of 6/30/2022.

joint assets

November 15, 2022
Agenda Item: 7C



STAFF REPORT

TO: Board of Directors

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

SUBJECT: Sugar Bowl East and West Wastewater Infrastructure Fee

RECOMMENDATION

Receive update from General Manager and economic and financial consultant Hansford Economic Consulting (HEC) on the status of a draft capacity fee to provide funding for sewer main extensions in Sugar Bowl East and West Villages. Provide feedback and direction to Staff on the fee.

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 East and West 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 approximately \$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. 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 the assessment district, a registered civil engineer must prepare an assessment engineer's report that documents the cost to install the improvement, the cost to finance those improvements, and the methodology to calculate each property's assessment. The property owners must then vote to approve the assessment 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 cost to complete the work needed to establish the assessment district is estimated to be \$207,286. The cost to form the financing district and obtain financing could be paid for from the assessment if the assessment is approved by the property owners. If the assessment is not approved, then there is no funding to reimburse for these costs to form the district. At this point in time, neither Sugar Bowl nor the benefitting property owners have committed to funding 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. Both are planned to need sewer connections in 2024. The total estimated cost to construct the necessary sewer to serve these two homes is \$617,520. Without

an assessment district another funding mechanism is needed to reimburse or credit these property owners for the cost of improvements that benefit other property owners. Staff is proposing that DSPUD adopt a wastewater infrastructure fee specific to the Sugar Bowl East and West Villages to fund the construction of new sewer mains. This Sugar Bowl Wastewater Infrastructure Fee would work in conjunction with any financing district to ensure that property owners can be reimbursed for improvements that benefit others and ensure that there is funding for sewer mains to be constructed as a DSPUD capital project. HEC has prepared the Sugar Bowl East and West Wastewater Infrastructure Fee Program Technical Memorandum included as Attachment 3. Staff is asking the Board to review and provide any direction regarding the proposed fee.

DISCUSSION

Calculated Capacity Fees

DSPUD used studies by Auerbach Engineering, Inc. to prepare preliminary design and engineer’s estimates for the infrastructure necessary to connect all of the remaining East and West Villages lots to DSPUD’s wastewater system. The total projects costs estimates are \$827,000 to connect the remaining 23 lots without a sewer stub in the East Village, and \$1,661,000 to connect the remaining 25 lots without a sewer stub in the West Village. The total project costs are estimated at \$2,488,000 in 2022 dollars.

Table 1 from the Technical Memorandum below shows the estimated project cost per lot in each village. Table 1 also includes estimated financing costs. DSPUD will need to finance the costs of the projects that are constructed by DSPUD. The table shows that the maximum justifiable calculated wastewater infrastructure fee per lot, including financing costs, is \$61,755 in the East Village, and \$114,111 in the West Village for fiscal year ending 2023.

**Table 1
 Maximum Justifiable Sugar Bowl East and West Villages Wastewater Infrastructure Fees**

Item	East	West	Total
Project Cost Estimate	\$827,000	\$1,661,000	\$2,488,000
EDUs without a Sewer Stub	23	25	48
Est. Project Cost per Lot	\$35,957	\$66,440	
Estimated Financing Cost per Lot	\$25,799	\$47,671	
Sugar Bowl Wastewater Infrastructure Fees	\$61,755	\$114,111	

Source: Auerbach Engineering, DSPUD, and HEC.

tot cost

Assessment District

If an Assessment District is formed, properties will be given the option to pay their Sugar Bowl East Village and West Village Wastewater Infrastructure Fees without the financing cost prior to issuance of financing. If property owners choose not to pay within the allowable time frame, then they will pay an annual assessment on their property tax bill that includes the financing cost. Table 3 from the Technical Memorandum, below, shows that the annual assessment would be \$3,088 per year per lot for the East Village lots, and \$5,706 per year per lot for the West Village lots. The Assessment District formation must be approved by 50% plus one of the property owners.

**Table 3
Estimated Annual Assessments**

Item	East	West
Sugar Bowl Wastewater Infrastructure Fees	\$61,755	\$114,111
Repayment Period (years)	20	20
Est. Annual Assessment per Lot	\$3,088	\$5,706

Source: Auerbach Engineering, DSPUD, and HEC.

ANALYSIS

The maximum justifiable fee would be \$61,755 per lot for East Village lots, and \$114,111 per lot for West Village lots. This new wastewater infrastructure fee will provide revenue that can be used to reimburse/credit property owners that construct sewer improvements that benefit others, and for capital improvement projects to extend sewer mains in Sugar Bowl East and West Villages and help upgrade lift station 2.

Staff will use input received today to revise the draft fee report and present the final fee report at a future Board meeting. Adoption of the fee update will require Board action by ordinance.

FISCAL IMPACT

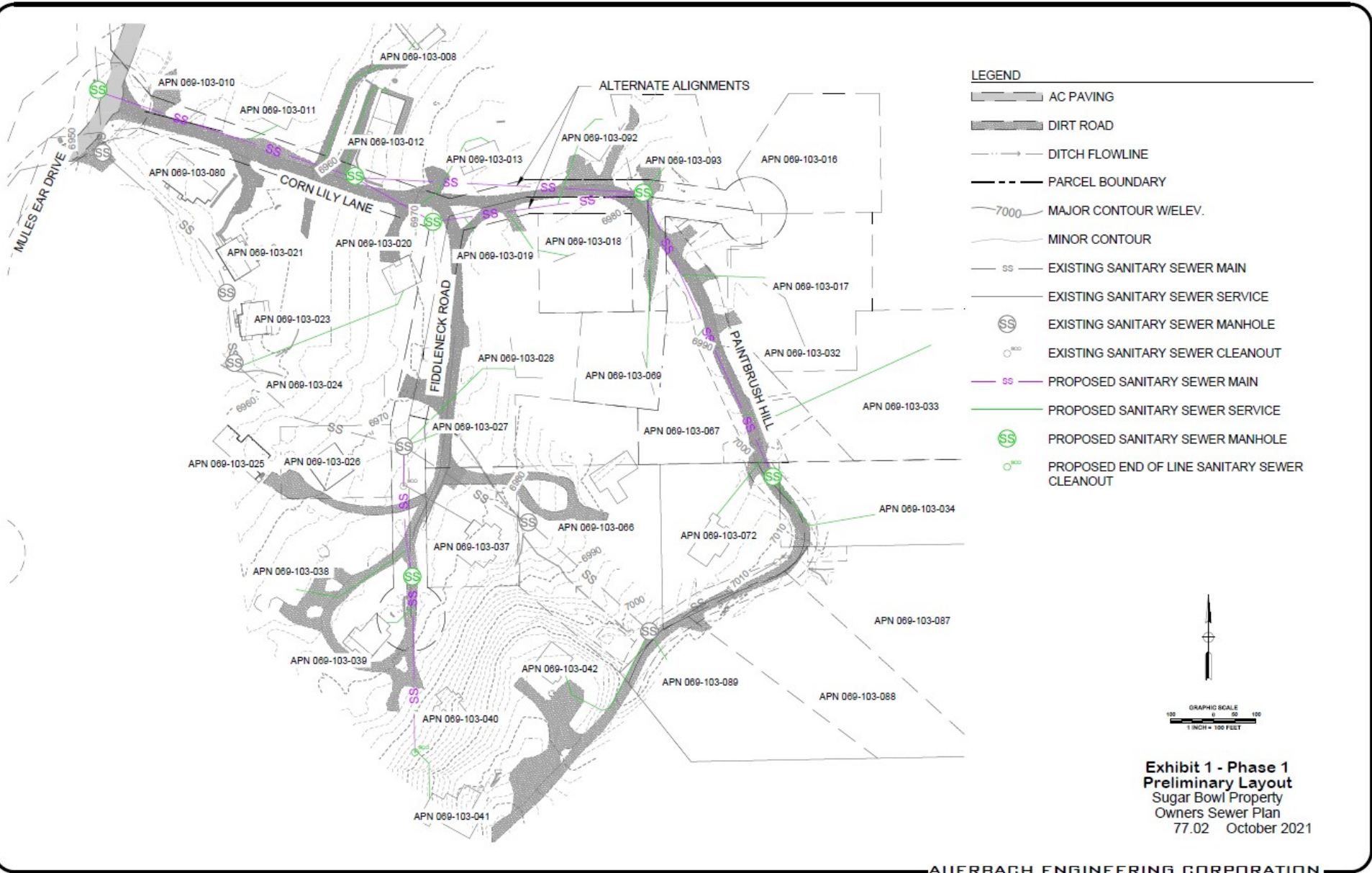
There is no direct impact to the action taken at this meeting. The adoption of this fee at a future meeting would provide revenue dedicated for installing sewer mains and lift station upgrades in the Sugar Bowl East and West Villages.

CEQA ASSESSMENT

This is not a CEQA Project

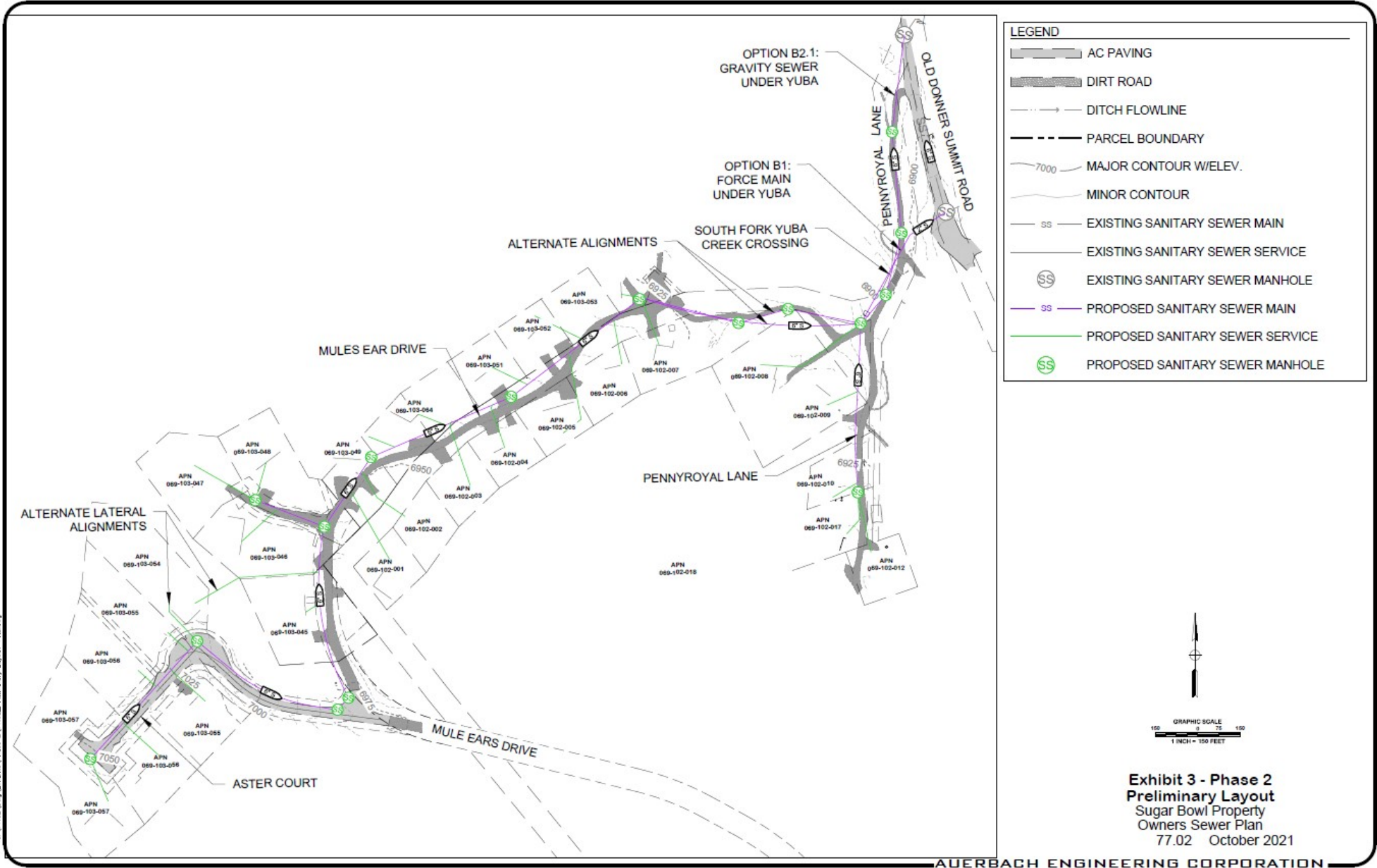
ATTACHMENTS

1. Sugar Bowl East and West Maps
2. LAFCO New Services Plan Description
3. Sugar Bowl East and West Wastewater Infrastructure Fee Technical Memorandum



A:\11\2022\069\103\103-041\Phase 1\11.02.22_Preliminary Layout-01.dwg

AUERBACH ENGINEERING CORPORATION



Sugar Bowl Annexation Proposal

New Services Plan Description

October 2008

The purpose of the proposal to annex to Donner Summit Public Utility District (DSPUD) is for the provision of domestic water and public sewer service to remaining unincorporated islands of Sugar Bowl Village parcels within the DSPUD's sphere of influence. These parcels presently receive treated water provided by Sugar Bowl Mutual Water Company who purchases the water from DSPUD.

Currently, most of Sugar Bowl Corporation's parcels, all of the Corporation's resort facilities and all new development parcels and town homes are within the DSPUD's district boundaries for water and sewer provision. In 1989, the corporation annexed its parcels into the DSPUD in order to alleviate two severe problems: 1) the deteriorating source, distribution and potability of the Sugar Bowl Mutual Water Company's (SBMWC) water and 2) the non-functioning resort main septic system. At that time, Sugar Bowl connected to the DSPUD's sanitary sewer system and water system (the source is the fresh water plant at Lake Angela).

Sugar Bowl's original private residential Village parcels were never annexed into the DSPUD. These parcels continue to receive their water via the Sugar Bowl Mutual Water Co. main (the SBMWC purchases the water in bulk from the DSPUD). Individual septic systems serve individual homes for their sanitary sewer disposal needs.

According to California State Law, a mutual water company must comply with liability, insurance, testing and reporting regulations for water provider businesses, and employ the proper personnel for freshwater plant operations. In short, the SBMWC is not prepared to comply with these operating laws and seeks to get out of the water business. The only option for a potable water system is to be directly served by DSPUD.

The Donner Summit Public Utility District provides drinking water treatment, distribution, and wastewater collection and treatment to the communities of Soda Springs and Norden, and by agreement to Serene Lakes. In addition to its residential customers the District provides service to four (4) ski areas, numerous lodges, and Cal-Trans rest areas on Interstate 80. The District is governed by a five member, publicly elected, Board of Directors. The District employs seven full-time employees.

The DSPUD will provide drinking water to the subject parcels, and sewer service in the future. Currently, DSPUD provides drinking water to the proposed annexation area by way of agreement. There will be no impact to water services to existing properties within the district and area already being served by the DSPUD, as the existing water system is adequate to meet demand. The District will review service requirements on

any existing unimproved parcels, if and when improvements are proposed. Water distribution lines would need to be constructed at the expense of the property owner, if and when unimproved parcels are improved.

One of twenty five lots in the proposed Gondola North Homesite Project lies within the proposed annexation area. The project is required to connect to public sewer by Placer County Department of Health and Human Services. DSPUD has capacity to provide sewer service to the Gondola North Homesite Project including the presently unincorporated parcel. However, sewer service may be limited in the future due to capacity of the existing wastewater treatment plant. The District will review sewer service requirements on any existing unimproved parcels, if and when improvements are proposed. Sewer collection lines would need to be constructed if and when any unimproved parcels are improved.

If treatment capacity is available, DSPUD would require the subject parcels to connect to public sewer within 10 years or when septic systems fail, per requirements of Placer County Health and Human Services. Necessary sewer infrastructure would be constructed per the DSPUD standards, (complete with dedicated easements). Future infrastructure improvements will be financed by the owners of the parcels needing service. The improvements will be deeded to the DSPUD.

Upon completion of the annexation process, the DSPUD will add the property owners within the proposed annexation area to its current list of rate payers. Rates will be consistent with District ordinances applying to rates and charges for water and sewer service.

There are no special assessments at this time. And, there are no special taxes or bonded indebtedness imposed on the subject property.

The proposed area to be annexed was addressed in the DSPUD Sphere of Influence Plan, (SOI), which was adopted on June 21, 1999 by Joint Resolution of the Nevada County-Placer County Local Agency Formation Commissions. The proposed annexation is consistent with the DSPUD SOI.

Technical Memorandum

DRAFT

To: Steven Palmer, Donner Summit Public Utility District

From: Catherine Hansford, HEC

Date: November 10, 2022

Subject: Sugar Bowl East and West Wastewater Infrastructure Fee Program

Purpose

HEC provided a study calculating the maximum justifiable wastewater capacity fees for the Donner Summit Public Utility District (DSPUD) in a report dated November 7, 2022. At the same time as the study was being conducted, HEC calculated the wastewater infrastructure fees due from Sugar Bowl properties currently on septic that are required to connect to DSPUD's wastewater system, per the terms of the annexation agreement which was approved in 1999 by Joint Resolution of the Nevada County-Placer County Local Agency Formation Commissions.

This memorandum presents the calculated Sugar Bowl East and West Villages Wastewater Infrastructure Fees. These fees are only applicable to properties in the East and West Villages of Sugar Bowl that do not currently have a sewer stub, and they are in addition to the wastewater capacity fees presented in the November 7, 2022 Wastewater Capacity Fees Study report.

Estimated Costs

DSPUD retained an independent contractor to prepare preliminary design and engineer's estimates for the infrastructure necessary to connect all of the remaining East and West Villages lots to DSPUD's wastewater system. The total projects costs estimates are \$827,000 to connect the remaining 23 lots without a sewer stub in the East Village, and \$1,661,000 to connect the remaining 25 lots without a sewer stub in the West Village. The total project costs are estimated at \$2,488,000. The cost estimates are in 2022 dollars.

Calculated Wastewater Infrastructure Fees

Table 1 shows the estimated project cost per lot in each village; however, the calculated infrastructure fees include financing costs for the projects. DSPUD will have to finance the costs of the projects in the fee program for the necessary infrastructure to be built. ***The maximum justifiable calculated wastewater infrastructure fee is \$61,755 per lot in the East Village, and \$114,111 per lot in the West Village for fiscal year ending 2023.***

The fees should be updated every July 1 using the change in the Engineering News-Record Construction Cost Index, 20-Cities Average, for the previous April to April period.

Table 1
Maximum Justifiable Sugar Bowl East and West Villages Wastewater Infrastructure Fees

Item	East	West	Total
Project Cost Estimate	\$827,000	\$1,661,000	\$2,488,000
Lots without a Sewer Stub	23	25	48
Est. Project Cost per Lot	\$35,957	\$66,440	
Estimated Financing Cost per Lot	\$25,799	\$47,671	
Sugar Bowl Wastewater Infrastructure Fees	\$61,755	\$114,111	

Source: Auerbach Engineering, DSPUD, and HEC.

tot cost

Table 2 shows the assumptions used to determine the financing costs per lot in each village. It is assumed that the fee program will need to fund the costs of the projects and associated soft costs, including a loan fee, which increases the total projects costs from \$2,488,000 to \$2,553,280, with a borrowing cost of 5.5% and a repayment period of 20 years.

Table 2
Estimated Sugar Bowl East and West Villages Wastewater Infrastructure Projects Financing

Item	East	West	Total
Estimated Project Cost	\$827,000	\$1,661,000	\$2,488,000
Est. Consultant Costs [1]	\$13,296	\$26,704	\$40,000
Loan Costs (1% of total costs)	\$8,403	\$16,877	\$25,280
Total Project Cost Estimate	\$848,699	\$1,704,581	\$2,553,280
Est. Annual Debt Service	\$71,019	\$142,638	\$213,657
Total Payments	\$1,420,371	\$2,852,764	\$4,273,135
Cost of Financing	\$593,371	\$1,191,764	\$1,785,135

Source: Auerbach Engineering, DSPUD, and HEC.

sb financing

Term Assumptions:

20 years

5.50% interest rate

[1] Preliminary estimate includes financial consultant (15K), legal (10K), and other (15K).

Assessment District

If DSPUD forms an Assessment District to fund the Sugar Bowl East and West Villages Wastewater Infrastructure Fees program costs, properties will be given the option to pay their fees without the financing cost prior to issuance of financing. If property owners choose not to pay within the allowable time frame, then they will pay an annual assessment that includes the financing cost each

year for the length of the loan repayment period. **Table 3** shows that the annual assessment would be approximately \$3,100 per year per lot the East Village lots, and approximately \$5,700 per year per lot for the West Village lots.

Assessments are placed on the property tax roll. Property owners do have to approve of the Assessment District formation. An at least 50% plus 1 vote in favor of the Assessment District is required.

Table 3
Estimated Annual Assessments

Item	East	West
Sugar Bowl Wastewater Infrastructure Fees	\$61,755	\$114,111
Repayment Period (years)	20	20
Est. Annual Assessment per Lot	\$3,088	\$5,706

Source: Auerbach Engineering, DSPUD, and HEC.

Credits and Reimbursements for Private Financing to Construct Facilities

Credits. The District will provide credits to developers/private property owners who construct facilities included in the Sugar Bowl East Village and West Village Wastewater Infrastructure Fees program with private financing. Credits will apply only to the developers/private property owners’ financial obligation under the fee program, or actual cost paid for the facilities, whichever is lower.

Reimbursements. The District may provide fee reimbursements to developers/private property owners who advance-fund wastewater facilities in excess of their financial obligation under the fee program. The reimbursement may only be up to the cost of the improvement, as included in DSPUD’s Capital Improvements Program, or the actual cost paid by the developer/private property owner, whichever is lower. No reimbursement will be allowed for costs incurred that are higher than estimated in the fee program.

Developers/private property owners must enter into a reimbursement agreement with the District to receive reimbursements. Reimbursements will be due to the developer/private property owner once revenue collections have been made from other developers/private property owners. Reimbursement priority is a “first in, first out” system. As money becomes available, the first in would receive reimbursement first. Developers/private property owners may have to wait some time before their reimbursement is paid in full. Reimbursements are only an obligation of the Sugar Bowl Wastewater Infrastructure Fee Fund, not any other District fund. Fee reimbursements will be adjusted annually by the inflation factor used to adjust the Sugar Bowl East Village and West Village Wastewater Infrastructure fees.

November 15, 2022
Agenda Item: 7D



STAFF REPORT

TO: Board of Directors

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

SUBJECT: Adopt Resolution 2022-37 Approving Employee Benefits and Compensation

RECOMMENDATION

Adopt a resolution approving the current employee benefits and compensation program.

BACKGROUND

In order to attract and retain professional, competent and qualified employees to carry out the District's mission the District provides its employees with a benefits and compensation program. Many aspects of the employee benefits and compensation program have been in place for many years and appear to have been implemented and modified at various points in time without a comprehensive program summary. It is best practice for local governing bodies to adopt a comprehensive employee benefits and compensation program by resolution.

The attached resolution is a comprehensive summary of the employee benefits and compensation program currently provided by the District. The Board can adopt this resolution or provide direction to the General Manager regarding this employee benefits and compensation program.

DISCUSSION AND ANALYSIS

The benefits and compensation program resolution applies to the following positions:

- Office Manager
- Administrative Assistant
- Plant Manager
- Assistant Plant Manager
- Field Supervisor
- Operator I/II/III
- Mechanic
- Operator-in-Training

The General Manager is not listed in this resolution because the benefits and compensation for the General Manager are negotiated through an employment agreement.

The benefits and compensation discussed in this staff report and resolution are already being provided to employees.

Salaries

Effective July 1, 2022 wage ranges for positions covered by this resolution shall be as listed in the table below. These wage ranges have already been established by past practice of the District, adoption of the FY22/23 budget, and approval of the latest cost of living adjustment. No changes are proposed. It should be noted that the Office Manager and Operator-in-Training positions are not budgeted and are currently vacant.

Position	Wage Range	Period
Office Manager	\$88,400 - \$122,000	Annually
Administrative Assistant	\$38.13 - \$46.35	Hourly
Plant Manager	\$125,000 - \$159,473	Annually
Assistant Plant Manager	\$48.48 - \$54.56	Hourly
Field Supervisor	\$43.10 - \$52.92	Hourly
Operator I/II/III	\$26.75 - \$48.46	Hourly
Mechanic	\$28.98 - \$36.60	Hourly
Operator-in-Training	\$20.62 - \$25.77	Hourly

Merit Increases

Movement through the salary ranges will be based upon merit following a comprehensive written performance evaluation by the employee's supervisor and approved by the General Manager.

Cost of Living Adjustments (COLA)

COLA must be approved by the Board. Staff will present a recommended COLA to the Board each year before July 1. Staff's recommendation will be based on the Consumer Price Index for all Urban Consumers for San Francisco, All Items, Not Seasonally Adjusted, February 12-Month Change. Any Board approved COLA will be applied to the salary ranges on July 1.

Retirement

The District funds a money purchase pension plan for the benefit of full time regular employees. The plan is managed by NH Hicks. The District makes a contribution to the plan each year on behalf of eligible participants. If an employee has less than five years of credited service, the District contributes 4% of the employee's salary each year. If an employee has six or more years of credited service, the District contributes 6% of the employee's annual salary. District contributions are not 100% vested to the employee until they have completed six years of service. The plan documents describe the vesting schedule and other terms and conditions in more detail.

Medical Insurance

The District offers its full time regular and probationary employees and their dependents medical/hospital insurance coverage. Coverage is provided through a combination of Blue Shield Bronze Full PPO Savings 5700/40% OffEx Plan and Employer Driven Insurance Solutions (EDIS). The District pays the premium for the employee and their family. The employee pays copays and the maximum employee out of pocket is \$540 for individual and \$1,080 for family. Such insurance is mandatory for employees unless they can demonstrate compliance with other coverage.

Dental Insurance

The District offers full time regular and probationary employees and their dependents the Humana Dental Traditional Preferred dental plan. The District pays the premium for the employee and

family. The plan provides 100% coverage for preventative services, 80% for basic services, and 50% for major services. Such insurance is mandatory for all employees unless they can demonstrate compliance with other coverage.

Life Insurance

The District provides pays employee life insurance premiums of up to \$100 per month for coverage up to \$150,000.

Vision

The District provides vision coverage to full time regular and probationary employees through a Blue Shield 0/0/120 plan. The District pays the premium for employee and family and there is no employee deductible. The plan pays for prescription eyewear up to \$120 every twenty-four months.

Disability Insurance

The District provides long term disability insurance for full time employees which provides two-thirds of an employee's salary up to a maximum benefit of \$6,000/month. State Disability Insurance (SDI) is paid by the employee.

Deferred Compensation Plan

The District offers a voluntary deferred compensation plan (457(b)) to full time regular employees. Such monies deposited would become tax-deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation plan. The District will contribute 2% of an employee's annual salary if they elect to participate and make voluntary contributions.

FISCAL IMPACT

The costs of this benefits and compensation program are already included in the Fiscal Year 2022/2023 budget and there is no fiscal impact associated with adopting this resolution.

The cost of the benefits program in Fiscal Year 2022/2023, excluding the General Manager, is listed below.

Benefit	Cost
Retirement	\$ 36,682
Medical/Vision	\$129,746
Dental	\$ 13,367
Life	\$ 5,931
Long Term Disability	\$ 8,455
Deferred Compensation	\$ 11,212
<i>Total</i>	\$205,393

CEQA ASSESSMENT

This is not a CEQA Project

ATTACHMENTS

1. Presentation
2. Resolution

EMPLOYEE BENEFITS AND COMPENSATION

Steven Palmer, General Manager
Donner Summit Public Utility District
November 15, 2022

Summary

Objective

Document and Approval of Current Employee Benefits and Compensation Program

- Applies to all positions at the District, except General Manager.
- General Manager benefits and compensation negotiated through employment agreement
- Update annually in conjunction with annual budget

Summary

District positions:

- Office Manager (vacant & not budgeted)
- Administrative Assistant
- Plant Manager
- Assistant Plant Manager
- Field Supervisor
- Operator I/II/III
- Mechanic
- Operator-in-Training

Salaries

Position	Wage Range	Period
Office Manager	\$88,400 - \$122,000	Annually
Administrative Assistant	\$38.13 - \$46.35	Hourly
Plant Manager	\$125,000 - \$159,473	Annually
Assistant Plant Manager	\$48.48 - \$54.56	Hourly
Field Supervisor	\$43.10 - \$52.92	Hourly
Operator I/II/III	\$26.75 - \$48.46	Hourly
Mechanic	\$28.98 - \$36.60	Hourly
Operator-in-Training	\$20.62 - \$25.77	Hourly

Salaries

- Merit increases based on annual performance evaluations
- Cost of Living Adjustments annually on July 1 as approved by the Board
 - Consumer Price Index for all Urban Consumers for San Francisco, All Items, Not Seasonally Adjusted, February 12-Month Change

Benefits

- Retirement
 - District funded plan 4% to 6% paid by District
 - 4% <6 years of service
 - 6% 6+ years of service
 - 457(b) voluntary plan
 - District contributes 2% of annual salary for participants

Benefits

- Medical

- District pays premium and deductible
 - Employee & family
- Blue Shield Bronze Full PPO Savings 5700/11400
- Employer Driven Insurance Solutions
- \$20 Copay
- Max out of pocket \$540 employee / \$1,080 family

Benefits

- Dental
 - District pays premium
 - Employee & Family
 - Humana CA Traditional Preferred 100/80/50
 - No deductible for preventative
 - \$25 deductible
 - \$2,500 annual maximum benefit

Benefits

- Vision
 - Blue Shield 0/0/120
 - District pays premium
 - No deductible
 - No cost visits.
 - \$120 for glasses every 24 months

Benefits

- Life
 - District pays premiums up to \$100 per month
 - Up to \$150,000 in coverage
- Long Term Disability
 - District pays premium
 - Benefit of 60% of pre-disability earnings up to \$6,000 per month.

Fiscal Impact

Benefit	Cost
Retirement	\$ 36,682
Medical/Vision	\$129,746
Dental	\$ 13,367
Life	\$ 5,931
Long Term Disability	\$ 8,455
Deferred Compensation	\$ 11,212
<i>Total</i>	<i>\$205,393</i>

Fiscal Impact

- Salary Cost = \$648,040 (76%)
 - Benefits Cost = \$205,393 (24%)
 - Total Cost of Salary and Benefits = \$853,433
-
- June 2022 BLS Survey ~ 30% public employee benefits

Recommendation

- Adopt Resolution Approving the Current Employee Benefits and Compensation Program

RESOLUTION NO. 2022-37

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT
PUBLIC UTILITY DISTRICT ADOPTING AN UNREPRESENTED EMPLOYEE
BENEFIT AND COMPENSATION PROGRAM**

WHEREAS, the Board of Directors wishes to establish an Unrepresented Employee Benefit and Compensation Program in order to attract and retain professional, competent and qualified employees to carry out the Donner Summit Public Utility District's mission, and

WHEREAS, such a program enhances the professional growth, motivation, and loyalty of employees and promotes a consistently higher level of service, and

WHEREAS, the Donner Summit Public Utility District's Unrepresented employees are defined to include the following positions:

- Office Manager
- Administrative Assistant
- Plant Manager
- Assistant Plant Manager
- Field Supervisor
- Operator I/II/III
- Mechanic
- Operator-in-Training

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Donner Summit Public Utility District does hereby adopt the following Unrepresented Employees Benefit and Compensation Program:

SECTION 1. SALARIES

Effective July 1, 2022 wage ranges for positions covered by this resolution shall be:

<u>Position</u>	<u>Wage Range</u>	<u>Period</u>
Office Manager	\$88,400 - \$122,000	Annually
Administrative Assistant	\$38.13 - \$46.35	Hourly
Plant Manager	\$125,000 - \$159,473	Annually
Assistant Plant Manager	\$48.48 - \$54.56	Hourly
Field Supervisor	\$43.10 - \$52.92	Hourly
Operator I/II/III	\$26.75 - \$48.46	Hourly
Mechanic	\$28.98 - \$36.60	Hourly
Operator-in-Training	\$20.62 - \$25.77	Hourly

SECTION 2. SALARY ADJUSTMENTS

Merit Increases

Movement through the salary ranges will be based upon merit following a comprehensive written performance evaluation by the employee's supervisor and approved by the General Manager.

Cost of Living Adjustments (COLA)

COLA must be approved by the Board. Staff will present a recommended COLA to the Board each year before July 1. Staff's recommendation will be based on the Consumer Price Index for all Urban Consumers for San Francisco, All Items, Not Seasonally Adjusted, February 12-Month Change. Any Board approved COLA will be applied to the salary ranges on July 1.

SECTION 3. BENEFITS AND INSURANCES

Retirement – The District funds a money purchase pension plan for the benefit of full time regular employees. The plan is managed by NH Hicks. The District makes a contribution to the plan each year on behalf of eligible participants. If an employee has less than five years of credited service, the District contributes 4% of the employee's salary each year. If an employee has six or more years of credited service, the District contributes 6% of the employee's annual salary. District contributions are not 100% vested to the employee until they have completed six years of service. The plan documents describe the vesting schedule and other terms and conditions in more detail.

Medical Insurance - The District offers its full time regular and probationary employees and their dependents medical/hospital insurance coverage. Coverage is provided through a combination of Blue Shield Bronze Full PPO Savings 5700/40% OffEx Plan and Employer Driven Insurance Solutions (EDIS). The District pays the premium for the employee and their family. The employee pays copays and the maximum employee out of pocket is \$540 for individual and \$1,080 for family. Such insurance is mandatory for employees unless they can demonstrate compliance with other coverage.

Dental Insurance - The District offers full time regular and probationary employees and their dependents the Humana Dental Traditional Preferred dental plan. The District pays the premium for the employee and family. The plan provides 100% coverage for preventative services, 80% for basic services, and 50% for major services. Such insurance is mandatory for all employees unless they can demonstrate compliance with other coverage.

Life Insurance - The District provides pays employee life insurance premiums of up to \$100 per month for coverage up to \$150,000.

Vision – The District provides vision coverage to full time regular and probationary employees through a Blue Shield 0/0/120 plan. The District pays the premium for employee and family and there is no employee deductible. The plan pays for prescription eyewear up to \$120 every twenty-four months.

Disability Insurance - The District provides long term disability insurance for full time employees which provides two-thirds of an employee’s salary up to a maximum benefit of \$6,000/month. State Disability Insurance (SDI) is paid by the employee.

Deferred Compensation Plan - The District offers a voluntary deferred compensation plan (457(b)) to full time regular employees. Such monies deposited would become tax-deferred and would be subject to income taxation in the year they are withdrawn from the deferred compensation plan. The District will contribute 2% of an employee’s annual salary if they elect to participate and make voluntary contributions.

PASSED AND ADOPTED by the Board of Directors of Donner Summit Public Utility District, this 15th day of November 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: _____
Cathy Preis
President, Board of Directors

ATTEST:

By: _____
Alex Medveczky
Secretary of the Board

November 15, 2022
Agenda Item: 7E



STAFF REPORT

TO: Board of Directors

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

SUBJECT: Adopt a Resolution to Continue Remote Board Meetings in Accordance with Assembly Bill 361

RECOMMENDATION

Consider adopting a resolution that will allow the Board to continue meeting remotely.

BACKGROUND

Starting in March 2020 California Governor Gavin Newsom issued a series of Executive Orders (N-25-20, N-29-20, N-35-20) aimed at containing the novel coronavirus. These Executive Orders collectively modified certain requirements created by the Ralph M. Brown Act (“the Brown Act”). The effect of these modifications was to allow legislatively bodies to meet without requiring the physical presence of members of the legislative body, staff, or of the public. Since that time, The Board has been conducting its’ meetings over Zoom, in compliance with the Executive Orders.

On June 11, 2021, the Governor issued Executive Order N-08-21 which rescinds those Brown Act modifications effective on September 30, 2021. After that date, local agencies are required to observe all the usual Brown Act requirements such as providing a physical location with public access for the meeting, publishing the location of teleconferencing board members, posting meeting notices and agendas in those teleconference locations, and making those locations available to the public.

In response the California legislature passed Assembly Bill 361 (AB361), which provides local agencies with the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements, similar to the procedures established by the Governor’s Executive Orders. AB361 allows local agencies to meet remotely if any of the following conditions exist:

1. The legislative body holds a meeting during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

In order to continue to hold virtual meetings the legislative body shall, not later than 30 days after teleconferencing for the first time in compliance with AB361, and every 30 days thereafter must make the following findings by majority vote:

1. The legislative body has reconsidered the circumstances of the state of emergency.
2. Any of the following circumstances exist:
 - a. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - b. State or local officials continue to impose or recommend measures to promote social distancing.

AB 361 shall remain in effect only until January 1, 2024.

DISCUSSION AND ANALYSIS

Since the October meeting, the Board has taken action at each meeting to adopt a resolution to allow the continuation of remote meetings.

The State of California still has an active emergency declaration. Nevada County recently took action to revert to the State of California Department of Public Health guidance which, beginning on March 1, 2022, includes a strong recommendation to wear masks in all indoor public setting and businesses and a mask requirement for certain high-risk situations.

Due to the State declaration and Public Health guidance, the Board can continue to meet remotely without the typical Brown Act teleconference notifications (Government Code 54953(e)(1)(A)). If the Board wishes to continue to meet remotely, they will need to adopt the attached resolution that makes the findings required by AB361. To continue meeting remotely, the Board will need to make the required findings every 30 days (Government Code 54953(e)(3)).

If the Board does not adopt the attached resolution at this meeting, then the December meeting will need to take place in person.

On October 17, 2022 the California Governor's Office issued a press release announcing that the State COVID-19 State of Emergency will end on February 28, 2023. After February 28, 2023 the Board will need to return in-person meetings. Individual Board members will still be allowed to participate remotely using the provisions of AB2449.

FISCAL IMPACT

There is no direct fiscal impact to this action.

CEQA ASSESSMENT

This is not a CEQA Project

ATTACHMENTS

1. Resolution

RESOLUTION NO. 2022-38

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS IN RESPONSE TO THE NOVEL CORONAVIRUS (COVID19) FOR ALL LEGISLATIVE BODIES OF THE DISTRICT FOR THE PERIOD DECEMBER 1, 2022 THROUGH DECEMBER 31, 2022 AS THIS IS THE TIME PERIOD THAT ENCOMPASSES THE NEXT SCHEDULED BOARD MEETING PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the Donner Summit Public Utility District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Donner Summit Public Utility District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted Resolution Number 2021-07 on October 19, 2021, finding that the requisite conditions exist for the legislative bodies of the Donner Summit Public Utility District to conduct remote teleconference meetings without compliance of paragraph (f) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions now exist in the District, specifically, as proclaimed in the Proclamation of a State of Emergency regarding the Novel Coronavirus (COVID19) issued on March 4, 2020 by the Governor of the State of California; and

WHEREAS, the County of Nevada Public Health Officer issued guidance regarding COVID19 on February 11, 2022 which reverted to the State Public Officer Guidance which includes a

strong recommendation for wearing masks in indoor public settings indoors and businesses, and requires masks in certain high-risk situations; and

WHEREAS, the Board of Directors does hereby find that the Governor of the State of California's Proclamation of Emergency, and the Nevada County Public Health Officer guidance indicate that the outbreak of COVID19 has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California, and ratify the California Public Health Order; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of Donner Summit Public Utility District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the next scheduled meeting of a legislative body of the Donner Summit Public Utility District is December 20, 2022; and

WHEREAS, public access to meetings will be ensured by posting the agenda with meeting links, and allowing public comment in real time during the meeting.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and the County of Nevada Public Health Officer issued an Health Officer issued guidance regarding COVID19 on February 11, 2022 which reverted to the State Public Officer Guidance which includes a strong recommendation for wearing masks in indoor public settings indoors and businesses, and requires masks in certain high-risk situations.

Section 3. Re-Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency and the State of California Public Health Order.

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of Donner Summit Public Utility District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during

which the legislative bodies of Donner Summit Public Utility District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Donner Summit Public Utility District, this 15th day of November 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: _____
Cathy Preis
President, Board of Directors

ATTEST:

By: _____
Alex Medveczky
Secretary of the Board