

**Donner Summit Public Utility District  
Board of Directors Regular Meeting  
Agenda  
Tuesday, August 15, 2023 - 6:00 P.M.  
DSPUD Office, 53823 Sherritt Lane, Soda Springs California  
Phil Gamick will be attending from  
1021 Cliff Drive Apt. 14, Santa Barbara, CA 93109**

The Public is welcome to attend in person or participate by Zoom Webinar: Meeting ID: 842 2703 2079, Password: 865485

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. After receiving recognition from the Board President, please give your Name and Address (City) and your comments or questions. In order that all interested parties have an opportunity to speak, please limit your comments to the specific topics of discussion.

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 August 2023**

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

**B. Approve Regular Meeting Minutes for July 18, 2023**

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

**D. Approve Purchase of Membrane Permeate Pump and Ultraviolet Light Wipers in the Amounts of \$25,000 and \$16,896, Respectively**

- E. Approve Sludge Heat Exchanger Preventative Maintenance Agreement with EMCOR Services for Five Years in the Total Amount of \$143,601**
  
- 6. Department Reports**
  - A. Administration - Steven Palmer, General Manager**
  
  - B. Operations and Maintenance Summary, July**
  
- 7. Information**
  - A. Fiscal Year 2022/2023 Budget to Actual Report (Unaudited)**
  
- 8. Action**
  - A. Declare Tucker Snow Cat as Surplus, Authorize Sale at Auction, and Approve Rental of Snow Removal Equipment for \$48,800**
  
  - B. Approve Reimbursement Agreement with the Wythes for Construction of Sugar Bowl East Village Sewer in the Amount of \$36,165**
  
  - C. Approve Excused Absences for Director Craig Combs**
  
- 9. Closed Session:** Public Employee Performance Evaluation (Government Code Section 54957) Title: General Manager
  
- 10. 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.*

**11. Adjournment**

Schedule of Upcoming Meetings

Regular Meeting – September 19, 2023

Regular Meeting – October 17, 2023

Regular Meeting – November 21, 2023

We certify that on August 11, 2023, a copy of this agenda was posted in public view at 53823 Sherritt Lane Soda Springs, California, and the Soda Springs General Store.

*Deleane Mehler*

Deleane Mehler  
Administrative Assistant

*Steve Palmer*

Steven Palmer  
General Manager

## Agenda Item: 5A.1

**Donner Summit Public Utility District**

**Check List**  
 All Bank Accounts  
 July 12, 2023

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
11684	07/12/23	49ER WATER SERVICES	120.00
11685	07/12/23	49ER WATER SERVICES	28,280.00
11686	07/12/23	ALHAMBRA & SIERRA SPRINGS	146.93
11687	07/12/23	EMPLOYER DRIVEN SOLUTIONS	2,083.41
11688	07/12/23	EVERS LAW GROUP	148.00
11689	07/12/23	FED-EX	8.74
11690	07/12/23	GRAINGER	9.67
11691	07/12/23	GRAINGER	499.85
11692	07/12/23	HANSFORD ECONOMIC CONSULTING, LLC	1,143.75
11693	07/12/23	HANSFORD ECONOMIC CONSULTING, LLC	1,481.25
11694	07/12/23	JENFITCH INC.	6,258.25
11695	07/12/23	JIM KING	200.00
11696	07/12/23	LAFCO	3,190.36
11697	07/12/23	MAPCOMMUNICATIONS	108.64
11698	07/12/23	MOUNTAIN HARDWARE & SPORTS	26.81
11699	07/12/23	SEAN PATRICK	200.00
11700	07/12/23	PAUL SCHOTT	200.00
11701	07/12/23	JOSH SHELTON	200.00
11702	07/12/23	SMALL POND MARKETING ARTS & DESIGN	181.25
11703	07/12/23	SCHAELENE ROLLINS	2,420.76
11704	07/12/23	SCHAELENE ROLLINS	487.50
11705	07/12/23	TAHOE TRUCKEE SIERRA DISPOSAL	2,583.68
11706	07/12/23	TAHOE TRUCKEE SIERRA DISPOSAL-BIN	598.15
11707	07/12/23	THATCHER COMPANY OF NEVADA, INC.	6,808.95
11708	07/12/23	THATCHER COMPANY OF NEVADA, INC.	14,822.46
11709	07/12/23	TRUCKEE AUTO PARTS	63.95
11710	07/12/23	USA BLUEBOOK	111.78
11711	07/12/23	VARIED PRODUCT LINES	433.88
11712	07/12/23	JUSTIN VOSBURGH	200.00
<b>Vendor Check Total</b>			<u>73,018.02</u>
<b>Check List Total</b>			<u>73,018.02</u>

Check count = 29

OK  
  
 7/18/23

Donner Summit Public Utility District

Check List

All Bank Accounts  
 July 26, 2023

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
11713	07/26/23	AT&T	46.23
11714	07/26/23	AT&T	366.42
11715	07/26/23	AT&T	24.46
11716	07/26/23	AUERBACH ENGINEERING CORP	24,869.50
11717	07/26/23	BLUE SHIELD OF CALIFORNIA	11,990.95
11718	07/26/23	BOREAL RIDGE CORPORATION	1,685.00
11719	07/26/23	CORBIN WILLITS SYSTEMS, INC.	474.50
11720	07/26/23	FED-EX	8.74
11721	07/26/23	FED-EX	26.22
11722	07/26/23	GRAINGER	558.33
11723	07/26/23	GRAINGER	65.79
11724	07/26/23	GRAINGER	668.72
11725	07/26/23	HANSFORD ECONOMIC CONSULTING, LLC	4,443.75
11726	07/26/23	HUMANA DENTAL INS. CO.	1,456.26
11727	07/26/23	MOUNTAIN HARDWARE & SPORTS	37.08
11728	07/26/23	MOUNTAIN HARDWARE & SPORTS	21.64
11729	07/26/23	NATIONAL LIFE INSURANCE CO.	62.17
<del>11730</del> 731	07/26/23	NEVADA COUNTY PUBLIC WORKS	146.34
<del>11731</del> 732	07/26/23	PARAGON PEST CONTROL	65.00
733 <del>11732</del> 734	07/26/23	PG&E COMPANY	32,623.69
11734 735	07/26/23	PRINCIPAL LIFE INSURANCE COMPANY	821.21
11735 736	07/26/23	THE OFFICE BOSS, INC.	61.39
11736 737	07/26/23	TRANSAMERICA LIFE INSURANCE	194.19
11737 738	07/26/23	TRUCKEE AUTO PARTS	265.82
11738 739	07/26/23	TRUCKEE AUTO PARTS	207.68
11739 740	07/26/23	TRUCKEE AUTO PARTS	415.36
11740 741	07/26/23	TRUCKEE AUTO PARTS	32.46
11741 742	07/26/23	TRUCKEE AUTO PARTS	306.81
11742 743	07/26/23	TRUCKEE FIRE PROTECTION DISTRICT	4,118.26
11743 744	07/26/23	USA BLUEBOOK	969.13
11745	07/26/23	PG&E COMPANY	697.39
11746	07/26/23	PG&E COMPANY	28.71
<b>Vendor Check Total</b>			<u>87,759.20</u>
<b>Check List Total</b>			<u>87,759.20</u>

Check count = 32

SKIPPED CHECK #S 11730 AND 11734

## Agenda Item: 5A.2

# PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS			
	DESCRIPTION	RATE	HOURS	EARNINGS REIMB & OTHER PAYMENTS						
**** 30 WATER SEWER King, James R 49	Regular			6,133.58	Social Security	386.48	150.00	Direct Deposit # 4566		
	Life Ins Reimb Txble			100.00	Medicare	90.39	1,292.31	Check Amt	0.00	
	Vacation		M3.0000		Fed Income Tax	760.83	454.24	Chkg 730	2,508.21	
	Sick Accr-Memo				CA Income Tax	405.00	129.72			
	Vacation-Memo				CA Disability	56.10				
	EMPLOYEE TOTAL		3.0000	6,233.58		1,699.10	2,026.27	Net Pay	2,508.21	
Patrick, Sean M 59	Regular	48.0500	40.0000	1,922.00	Social Security	271.54	150.00	Direct Deposit # 4567		
	Regular	52.0800	10.0000	520.80	Medicare	63.50	37.41	Check Amt	0.00	
	Overtime	72.0750	5.0000	360.38	Fed Income Tax	444.34		Chkg 717	3,098.59	
	Stand By			136.00	CA Income Tax	274.86				
	Vacation	48.0500	30.0000	1,441.50	CA Disability	39.42				
	EMPLOYEE TOTAL		85.0000	4,379.68		1,093.69	187.41	Net Pay	3,098.59	
Schott, Paul A 14	Regular	51.3300	20.0000	1,026.60	Social Security	273.65	850.00	Direct Deposit # 4568		
	Regular	54.0500	10.0000	540.50	Medicare	63.99	150.00	Check Amt	0.00	
	Life Ins Reimb Txble			100.00	Fed Income Tax	559.09		Chkg 019	2,270.41	
	Sick	51.3300	10.0000	513.30	CA Income Tax	206.74				
	Stand By			180.00	CA Disability	39.72				
	EMPLOYEE TOTAL		80.0000	4,413.60		1,143.19	1,000.00	Net Pay	2,270.41	
	CHECK 1 TOTAL		80.0000	4,413.60		1,143.19	1,000.00	Net Pay	2,270.41	
	Overtime	76.9950	2.2500	173.24	Social Security	57.23		Direct Deposit # 4569		
	Overtime	81.0750	9.2500	749.94	Medicare	13.39		Check Amt	0.00	
	Sick Accr-Memo				Fed Income Tax	78.09		Chkg 019	754.52	
	Vacation -Memo				CA Income Tax	11.64				
					CA Disability	6.31				
	CHECK 2 TOTAL		11.5000	923.18		168.66		Net Pay	754.52	
Shelton, Joshua M... 64	Regular	35.0400	70.0000	2,452.80	Social Security	188.14	50.00	Direct Deposit # 4570		
	Overtime	52.5600	2.5000	131.40	Medicare	44.01		Check Amt	0.00	
	Life Ins Reimb Txble			100.00	Fed Income Tax	253.76		Chkg 722	2,323.88	
	Vacation	35.0400	10.0000	350.40	CA Income Tax	147.50				
		EMPLOYEE TOTAL		91.5000	5,336.78	CA Disability	27.31		Net Pay	3,024.93
Vosburgh, Justin E 57	Regular	51.4300	77.5000	3,985.83	Social Security	277.42	200.00	Direct Deposit # 4571		
	Stand By			360.00	Medicare	64.88	35.00	Check Amt	0.00	
	Vacation	51.4300	2.5000	126.58	Fed Income Tax	368.16	171.34	Chkg 400	3,036.89	
		EMPLOYEE TOTAL		82.5000	4,834.60	CA Income Tax	280.45		Net Pay	2,323.88
		CHECK 1 TOTAL		80.0000	4,474.41	CA Disability	40.27	406.34	Net Pay	3,036.89
	Overtime	77.1450	22.0000	1,697.19	Social Security	146.68		Direct Deposit # 4572		
	Double Time	102.8600	6.5000	668.59	Medicare	34.31		Check Amt	0.00	
					Fed Income Tax	139.13		Chkg 400	1,933.68	

# 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					CA Income Tax 90:69 CA Disability 21:29		
	CHECK 2 TOTAL		28:5000	2,365:78	432:10		Net Pay 1,933:68
	EMPLOYEE TOTAL		108:5000	6,840:19	1,463:28	406:34	Net Pay 4,970:57
**** 40 BOARD MEMBER Combs, William C 68	Regular			250:00	Social Security 44:73 Medicare 10:46 CA Income Tax 7:20 CA Disability 6:49		Direct Deposit # 4573
	Health Stipend			471:34			Check Amt 0:00 Chkg 718 652:46
	EMPLOYEE TOTAL			721:34	68:88		Net Pay 652:46
Gamick, Philip 28	Regular			250:00	Social Security 73:02 Medicare 17:08 Fed Income Tax 61:25 CA Income Tax 12:97 CA Disability 10:60		Direct Deposit # 4574
	Health Stipend			927:84			Check Amt 0:00 Chkg 486 1,002:92
	EMPLOYEE TOTAL			1,177:84	174:92		Net Pay 1,002:92
Kaufman, Joan B 67	Regular			275:00	Social Security 87:87 Medicare 20:54 Fed Income Tax 97:68 CA Income Tax 29:02 CA Disability 12:75		Direct Deposit # 4575
	Health Stipend			1,142:19			Check Amt 0:00 Chkg 974 1,169:33
	EMPLOYEE TOTAL			1,417:19	247:86		Net Pay 1,169:33
Parkhurst, Dawn E 66	Regular			250:00	Social Security 61:58 Medicare 14:40 Fed Income Tax 296:80 CA Income Tax 13:18 CA Disability 8:94		Direct Deposit # 4576
	Health Stipend			743:18			Check Amt 0:00 Chkg 495 598:28
	EMPLOYEE TOTAL			993:18	394:90		Net Pay 598:28
Preis, Cathy 44	Regular			300:00	Social Security 62:63 Medicare 14:64 Fed Income Tax 68:67 CA Income Tax 7:63 CA Disability 9:09		Direct Deposit # 4577
	Health Stipend			710:06			Check Amt 0:00 Chkg 011 847:40
	EMPLOYEE TOTAL			1,010:06	162:66		Net Pay 847:40
**** 50 ADMIN Mehler, Deleane 51	Regular	42:0400	80:0000	3,363:20	Social Security 208:52 Medicare 48:77 Fed Income Tax 493:00 CA Income Tax 176:00 CA Disability 30:27	100:00 243:52 103:78	Direct Deposit # 4578
					Loan 2 Loan Payment		Check Amt 0:00 Chkg 963 1,959:34
	EMPLOYEE TOTAL		80:0000	3,363:20	956:56	447:30	Net Pay 1,959:34

# 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			
**** 50 ADMIN (cont.) Palmer, Steven V 65	Regular			7,080.77	Social Security 439.01 Medicare 102.67 Fed Income Tax 1,176.85 CA Income Tax 545.88 CA Disability 63.73	201.93	Direct Deposit # 4579 Check Amt 0.00 Chkg 779 3,950.70 Savg 217 600.00
EMPLOYEE TOTAL				7,080.77	2,328.14	201.93	Net Pay 4,550.70
<b>COMPANY TOTALS</b> 12 Person(s) 14 Transaction(s)	Regular		307.5000	28,351.08	Social Security 2,578.50 Medicare 603.03 Fed Income Tax 4,797.65 CA Income Tax 2,209.08 CA Disability 374.29	1,701.93	Check Amt 0.00 Dir Dep 26,706.61
	Double Time		6.5000	668.59		150.00	
	Overtime		41.0000	3,112.15		1,292.31	
	Health Stipend			3,994.61		72.41	
	Life Ins Reimb Txble			300.00		414.86	
	Sick		10.0000	513.30		558.02	
	Stand By			675.00		129.72	
	Vacation		85.5000	3,973.68			
	Sick Accr-Memo				5.55		
	Vacation -Memo				16.92		
	COMPANY TOTAL		450.5000	41,588.41	10,562.55	4,319.25	Net Pay 26,706.61
					<i>Employer Liabilities</i>		
					Social Security 2,578.49 Medicare 603.05 Fed Unemploy 16.35 CA Unemploy 168.92		
					TOTAL EMPLOYER LIABILITY 3,366.81		
					TOTAL TAX LIABILITY 13,929.36		
(IC) = Independent Contractor							

# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 07/07/23: \$44,753.09**

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

## TRANSACTION SUMMARY

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	44,753.09
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<b>44,753.09</b>
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	3,026.94
	CASH REQUIRED FOR CHECK DATE 07/07/23	47,780.03

## TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
07/06/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Direct Deposit	Net Pay Allocations	26,706.61	<b>26,706.61</b>
07/06/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Readychex®	Check Amounts	4,117.12	<b>4,117.12</b>
						<b>EFT FOR 07/06/23</b>
						<b>30,823.73</b>
07/07/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Taxpay®	Employee Withholdings		
				Social Security	2,578.50	
				Medicare	603.03	
				Fed Income Tax	4,797.65	
				CA Income Tax	2,209.08	
				CA Disability	374.29	
				<b>Total Withholdings</b>	<b>10,562.55</b>	
				Employer Liabilities		
				Social Security	2,578.49	
				Medicare	603.05	
				Fed Unemploy	16.35	
				CA Unemploy	168.92	
				<b>Total Liabilities</b>	<b>3,366.81</b>	<b>13,929.36</b>
						<b>EFT FOR 07/07/23</b>
						<b>13,929.36</b>
						<b>TOTAL EFT</b>
						<b>44,753.09</b>

**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>
07/07/23	Refer to your records for account information		Payroll	Employee Deductions		
				457	1,701.93	
				Credit Un 2	150.00	

# 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				REIMB & OTHER PAYMENTS		
**** 30 WATER SEWER King, James R 49	Regular			6,458.66	Social Security	400.43	457	150.00	Direct Deposit # 4580	
	Holiday		M24.0000		Medicare	93.65	Garnishment	1,292.31	Check Amt	0.00
	Sick		M6.0000		Fed Income Tax	814.85			Chkg 730	3,220.97
	Sick Accr-Memo				M1.85 M4.62 CA Income Tax	428.32				
	Vacation-Memo				CA Disability	58.13				
EMPLOYEE TOTAL			30.0000	6,458.66		1,795.38	1,442.31		Net Pay	3,220.97
Patrick, Sean M 59	Regular	51.0800	48.5000	2,477.38	Social Security	299.79	457	150.00	Direct Deposit # 4581	
	Overtime	76.6200	6.2500	478.88	Medicare	70.12	Overpayment Payba	10.00	Check Amt	0.00
	Holiday	51.0800	10.0000	510.80	Fed Income Tax	544.57			Chkg 717	3,395.80
	Sick	51.0800	1.5000	76.62	CA Income Tax	321.48				
	Stand By			270.00	CA Disability	43.52				
EMPLOYEE TOTAL			86.2500	4,835.28		1,279.48	160.00		Net Pay	3,395.80
Schott, Paul A 14	Overtime	81.0750	10.0000	810.75	Social Security	53.62			Direct Deposit # 4582	
	Double Time	108.1000	0.5000	54.05	Medicare	12.54			Check Amt	0.00
	Sick Accr-Memo				M1.85 M6.15 Fed Income Tax	71.08			Chkg 019	709.43
	Vacation-Memo				CA Income Tax	10.35				
					CA Disability	7.78				
CHECK 1 TOTAL			10.5000	864.80		155.37			Net Pay	709.43
Sick	54.0500	40.0000	2,162.00	Social Security	670.22				Direct Deposit # 4583	
	Vacation	54.0500	160.0000	8,648.00	Medicare	156.74			Check Amt	0.00
	Sick Accr-Memo				M1.85 M6.15 Fed Income Tax	2,531.85			Chkg 019	6,305.86
CHECK 2 TOTAL			200.0000	10,810.00		4,504.14			Net Pay	6,305.86
Regular	54.0500	80.0000	4,324.00	Social Security	318.34	457	850.00	Direct Deposit # 4584		
	Holiday	54.0500	10.0000	540.50	Medicare	74.45	Credit Un 2	150.00	Check Amt	0.00
	Stand By			270.00	Fed Income Tax	725.97			Chkg 019	2,689.05
	Sick Accr-Memo				M1.85 M6.15 CA Income Tax	280.48				
	Vacation-Memo				CA Disability	46.21				
CHECK 3 TOTAL			90.0000	5,134.50		1,445.45	1,000.00		Net Pay	2,689.05
Shelton, Joshua M... 64	EMPLOYEE TOTAL			300.5000	16,809.30		6,104.96	1,000.00	Net Pay	9,704.34
	Regular	37.6000	65.7500	2,472.20	Social Security	186.50	457	50.00	Direct Deposit # 4585	
	Holiday	37.6000	10.0000	376.00	Medicare	43.61			Check Amt	0.00
	Sick	37.6000	4.2500	159.80	Fed Income Tax	250.57			Chkg 722	2,305.47
					CA Income Tax	144.78				
				CA Disability	27.07					
Vosburgh, Justin E 57	EMPLOYEE TOTAL			80.0000	3,008.00		652.53	50.00	Net Pay	2,305.47
	Regular	55.7000	59.2500	3,300.23	Social Security	287.43	457	200.00	Direct Deposit # 4586	
	Holiday	55.7000	10.0000	557.00	Medicare	67.22	Loan 2	171.34	Check Amt	0.00
	Stand By			180.00	Fed Income Tax	387.55			Chkg 400	3,183.77
	Vacation	55.7000	10.7500	598.78	CA Income Tax	296.98				
				CA Disability	41.72					



# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 07/21/23: \$53,133.58**

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

**TRANSACTION SUMMARY**

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	53,133.58
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<b>53,133.58</b>
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	2,380.57
	CASH REQUIRED FOR CHECK DATE 07/21/23	55,514.15

**TRANSACTION DETAIL**

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
07/20/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Direct Deposit	Net Pay Allocations	30,464.59	<b>30,464.59</b>
07/20/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Readychex®	Check Amounts	4,117.12	<b>4,117.12</b>
07/20/23	WELLS FARGO BANK, NA	xxxxxxxxxxxx393	Taxpay®	Employee Withholdings		
				Social Security	3,034.59	
				Medicare	709.69	
				Fed Income Tax	7,337.35	
				CA Income Tax	3,285.45	
				CA Disability	440.49	
				<b>Total Withholdings</b>	<b>14,807.57</b>	
				Employer Liabilities		
				Social Security	3,034.60	
				Medicare	709.70	
				<b>Total Liabilities</b>	<b>3,744.30</b>	<b>18,551.87</b>
				<b>EFT FOR 07/20/23</b>		<b>53,133.58</b>
				<b>TOTAL EFT</b>		<b>53,133.58</b>

**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>
07/21/23	Refer to your records for account Information		Payroll	Employee Deductions		
				457	1,701.93	
				Credit Un 2	150.00	
				Loan 2	414.86	

## Agenda Item: 5A.3

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
 SCHEDULE OF CASH AND DEBT RESTRICTED RESERVES  
 JUNE 30, 2023

<u>Bank Account</u>	<u>Reserve</u>	<u>Book Balance</u>	<u>Reserves Restricted</u>
Wells Fargo - Checking		\$ (347,988.33)	
Wells Fargo - Deposit		1,349,995.27	
Wells Fargo - Savings		306,659.35	
Wells Fargo - Payroll		-	
LAIF		3,448.55	
	SWRCB Loan Construction		719,191.03
	WTP Loan Construction		18,187.00
	Big Bend Water Loan Reserve 1		10,435.58
	Big Bend Water Loan Reserve 2		4,286.03
	Big Bend Assessment		1,303.04
	Sugar Bowl Expansion		135,569.74
<b>Totals</b>		<u>1,312,114.84</u>	<u>888,972.42</u>
Unrestricted Cash Available			<u><u>\$ 423,142.42</u></u>

## Agenda Item: 5A.4

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
FINANCIAL STATEMENTS  
AND  
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT  
JUNE 30, 2023

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
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JUNE 30, 2023

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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 twelve months ended June 30, 2023 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  
August 2, 2023

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS  
COMBINED BUSINESS-TYPE ACTIVITIES  
FOR THE TWELVE MONTHS ENDED JUNE 30, 2023

	Water	Sewer	Treatment	Admin	Total
<b>Program Revenue</b>					
Water fees	\$ 632,511.39	\$ -	\$ -	\$ -	\$ 632,511.39
Sewer fees	-	472,117.91	1,416,353.73	-	1,888,471.64
Connection fees	11,900.00	10,123.00	-	-	22,023.00
Recycled water sales	-	-	45,202.80	-	45,202.80
Non-CFD revenue for WWTP loan	-	-	294,455.30	-	294,455.30
Sierra Lakes service	-	-	642,687.03	-	642,687.03
Big Bend service fees	30,400.44	-	-	-	30,400.44
Big Bend assessment	20,771.52	-	-	-	20,771.52
Total Program Revenue	<u>695,583.35</u>	<u>482,240.91</u>	<u>2,398,698.86</u>	<u>-</u>	<u>3,576,523.12</u>
<b>Expenses</b>					
Salaries-operations	142,633.59	120,937.88	388,962.27	271,740.51	924,274.25
Employee benefits and taxes	48,630.55	41,237.39	141,067.20	104,865.52	335,800.66
Board expense	-	-	-	70,403.66	70,403.66
Professional fees	36,750.08	912.18	51,481.96	127,648.79	216,793.01
Dues and subscriptions	-	-	2,641.98	10,544.55	13,186.53
Fees, permits, certifications, leases	14,746.74	351.26	28,023.99	12,635.07	55,757.06
Training, education, travel	799.75	-	4,646.28	2,379.41	7,825.44
Insurance	40,429.27	33,997.34	109,342.81	9,672.08	193,441.50
Office supplies and miscellaneous	-	185.56	1,752.78	9,371.27	11,309.61
Utilities, communications, telemetry	60,800.58	29,743.21	507,802.08	32,151.64	630,497.51
Chemicals and lab supplies	62,938.25	-	133,527.94	-	196,466.19
Laboratory testing	1,015.00	-	50,201.99	-	51,216.99
Equipment maintenance and repair	13,040.01	-	26,260.76	-	39,300.77
Small equipment and rental	-	-	927.31	-	927.31
Operating supplies	609.83	1,585.69	242.72	3,159.84	5,598.08
Sludge removal	-	-	28,061.62	-	28,061.62
Vehicle maintenance, repair, fuel	3,887.44	12,353.35	16,532.29	-	32,773.08
Infiltration and inflow program	-	18,501.47	-	-	18,501.47
Facility maintenance and repair	25,445.28	4,465.28	29,032.97	5,013.50	63,957.03
Amortization of land lease	-	-	20,958.75	-	20,958.75
Debt service	38,157.28	-	719,191.03	-	757,348.31
Capital equipment	12,856.85	855.39	72,196.02	-	85,908.26
Sugar Bowl expansion	-	123,042.26	-	-	123,042.26
Capital projects	-	-	-	-	-
Total Expenses	<u>502,740.50</u>	<u>388,168.26</u>	<u>2,332,854.75</u>	<u>659,585.84</u>	<u>3,883,349.35</u>
<b>Excess (Deficiency) of Program</b>					
Revenues Over Expenses	192,842.85	94,072.65	65,844.11	(659,585.84)	(306,826.23)
<b>General Revenues</b>					
Interest revenue	-	-	-	2,699.47	2,699.47
CFD revenue for WWTP loan	-	-	280,206.63	-	280,206.63
Property tax	34,758.17	22,798.21	100,435.36	-	157,991.74
Other income	5,716.02	9,964.63	-	5,474.49	21,155.14
Sugar Bowl expansion	-	258,612.00	-	-	258,612.00
Grants	15,000.00	19,847.59	-	650.00	35,497.59
Total General Revenues	<u>55,474.19</u>	<u>311,222.43</u>	<u>380,641.99</u>	<u>8,823.96</u>	<u>756,162.57</u>
Increase (Decrease) in Net Position	<u>\$ 248,317.04</u>	<u>\$ 405,295.08</u>	<u>\$ 446,486.10</u>	<u>\$ (650,761.88)</u>	<u>\$ 449,336.34</u>
Net Position, Beginning of Year					<u>12,800,341.19</u>
Net Position, End of Period					<u>\$ 13,249,677.53</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 TWELVE MONTHS ENDED JUNE 30, 2023

	Actual Year to Date 6/30/23	Budget Total Fiscal Year 2023	Budget Percent Complete 6/30/23	Remaining Budget 6/30/23
<b>Program Revenue</b>				
Water fees	\$ 632,511.39	\$ 622,878.00	101.55%	\$ 9,633.39
Connection fees	11,900.00	-	0.00%	11,900.00
Big Bend service fees	30,400.44	30,627.00	99.26%	(226.56)
Big Bend assessment	20,771.52	20,772.00	100.00%	(0.48)
Total Program Revenue	<u>695,583.35</u>	<u>674,277.00</u>	<u>103.16%</u>	<u>21,306.35</u>
<b>Expenses</b>				
Salaries-operations	142,633.59	131,769.00	108.25%	(10,864.59)
Employee benefits and taxes	48,630.55	54,910.00	88.56%	6,279.45
Professional fees	36,750.08	73,000.00	50.34%	36,249.92
Dues and subscriptions	-	680.00	0.00%	680.00
Fees, permits, certifications, leases	14,746.74	14,680.00	100.45%	(66.74)
Training, education, travel	799.75	1,000.00	79.98%	200.25
Insurance	40,429.27	40,429.00	100.00%	(0.27)
Office supplies and miscellaneous	-	550.00	0.00%	550.00
Utilities, communications, telemetry	60,800.58	48,470.00	125.44%	(12,330.58)
Chemicals and lab supplies	62,938.25	22,800.00	276.04%	(40,138.25)
Laboratory testing	1,015.00	2,020.00	50.25%	1,005.00
Equipment maintenance and repair	13,040.01	5,600.00	232.86%	(7,440.01)
Small equipment and rental	-	2,820.00	0.00%	2,820.00
Operating supplies	609.83	3,380.00	18.04%	2,770.17
Vehicle maintainance, repair, fuel	3,887.44	9,106.00	42.69%	5,218.56
Facility maintenance and repair	25,445.28	24,380.00	104.37%	(1,065.28)
Angela WTP loan principal and interest	18,187.28	18,188.00	100.00%	0.72
Big Bend debt service	19,970.00	21,655.00	92.22%	1,685.00
Capital equipment	12,856.85	12,001.00	107.13%	(855.85)
Capital projects	-	32,473.00	0.00%	32,473.00
Total Expenses	<u>502,740.50</u>	<u>519,911.00</u>	<u>96.70%</u>	<u>17,170.50</u>
<b>Excess of Program</b>				
Revenues Over Expenses	192,842.85	154,366.00	124.93%	38,476.85
<b>General Revenues</b>				
Property tax	34,758.17	30,213.00	115.04%	(4,545.17)
Other income	5,716.02	-	0.00%	(5,716.02)
Grants	15,000.00	6,500.00	100.00%	(8,500.00)
Total General Revenues	<u>55,474.19</u>	<u>36,713.00</u>	<u>215.04%</u>	<u>(18,761.19)</u>
Increase in Net Position	<u>\$ 248,317.04</u>	<u>\$ 191,079.00</u>	<u>129.96%</u>	<u>\$ 19,715.66</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 TWELVE MONTHS ENDED JUNE 30, 2023

	Actual Year to Date 6/30/23	Budget Total Fiscal Year 2023	Budget Percent Complete 6/30/23	Remaining Budget 6/30/23
Program Revenue				
Sewer fees	\$ 472,117.91	\$ 459,844.00	102.67%	\$ 12,273.91
Connection fees	10,123.00	-	0.00%	10,123.00
Total Program Revenue	<u>482,240.91</u>	<u>459,844.00</u>	<u>104.87%</u>	<u>22,396.91</u>
Expenses				
Salaries-operations	120,937.88	110,806.00	109.14%	(10,131.88)
Employee benefits and taxes	41,237.39	46,173.00	89.31%	4,935.61
Professional fees	912.18	-	0.00%	(912.18)
Fees, permits, certifications, leases	351.26	3,460.00	10.15%	3,108.74
Insurance	33,997.34	33,997.00	100.00%	(0.34)
Office supplies and miscellaneous	185.56	550.00	33.74%	364.44
Utilities, communications, telemetry	29,743.21	30,293.00	98.19%	549.79
Chemicals and lab supplies	-	500.00	0.00%	500.00
Operating supplies	1,585.69	3,500.00	45.31%	1,914.31
Infiltration and inflow program	18,501.47	18,500.00	100.01%	(1.47)
Equipment maintenance and repair	-	1,600.00	0.00%	1,600.00
Vehicle maintenance, repair, fuel	12,353.35	19,026.00	64.93%	6,672.65
Facility maintenance and repair	4,465.28	2,000.00	223.26%	(2,465.28)
Capital equipment	855.39	1,263.00	67.73%	407.61
Sugar Bowl expansion	123,042.26	-	0.00%	(123,042.26)
Capital projects	-	90,678.00	0.00%	90,678.00
Total Expenses	<u>388,168.26</u>	<u>362,646.00</u>	<u>107.04%</u>	<u>(25,522.26)</u>
Net Revenue	<u>94,072.65</u>	<u>97,198.00</u>	<u>96.78%</u>	<u>3,125.35</u>
Excess of Program Revenues Over Expenses	94,072.65	97,198.00	96.78%	(3,125.35)
General Revenues				
Property tax	22,798.21	20,353.00	112.01%	2,445.21
Other income	9,964.63	-	0.00%	9,964.63
Sugar Bowl expansion	258,612.00	-	0.00%	258,612.00
CalOES grant	19,847.59	27,388.00	72.47%	(7,540.41)
Total General Revenues	<u>311,222.43</u>	<u>47,741.00</u>	<u>651.90%</u>	<u>263,481.43</u>
Increase in Net Position	<u>\$ 405,295.08</u>	<u>\$ 144,939.00</u>	<u>279.63%</u>	<u>\$ 260,356.08</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 TWELVE MONTHS ENDED JUNE 30, 2023

	Actual Year to Date 6/30/23	Budget Total Fiscal Year 2023	Budget Percent Complete 6/30/23	Remaining Budget 6/30/23
<b>Program Revenue</b>				
Sewer fees	\$ 1,416,353.73	\$ 1,456,174.00	97.27%	\$ (39,820.27)
Recycled water sales	45,202.80	50,000.00	90.41%	(4,797.20)
Non-CFD revenue for WWTP loan	294,455.30	281,044.00	104.77%	13,411.30
Sierra Lakes service	642,687.03	512,570.00	125.39%	130,117.03
<b>Total Program Revenue</b>	<u>2,398,698.86</u>	<u>2,299,788.00</u>	<u>104.30%</u>	<u>98,910.86</u>
<b>Expenses</b>				
Salaries-operations	388,962.27	356,375.00	109.14%	(32,587.27)
Employee benefits and taxes	141,067.20	148,502.00	94.99%	7,434.80
Professional fees	51,481.96	42,070.00	122.37%	(9,411.96)
Dues and subscriptions	2,641.98	1,200.00	220.17%	(1,441.98)
Fees, permits, certifications, leases	28,023.99	16,600.00	168.82%	(11,423.99)
Training, education, travel	4,646.28	2,800.00	165.94%	(1,846.28)
Insurance	109,342.81	109,343.00	100.00%	0.19
Office supplies and miscellaneous	1,752.78	500.00	350.56%	(1,252.78)
Utilities, communications, telemetry	507,802.08	429,390.00	118.26%	(78,412.08)
Chemicals and lab supplies	133,527.94	172,406.00	77.45%	38,878.06
Laboratory testing	50,201.99	45,840.00	109.52%	(4,361.99)
Small equipment and rental	927.31	6,340.00	14.63%	5,412.69
Operating supplies	242.72	2,100.00	11.56%	1,857.28
Equipment maintenance and repair	26,260.76	61,034.00	43.03%	34,773.24
Vehicle maintenance, repair, fuel	16,532.29	9,300.00	177.77%	(7,232.29)
Sludge removal	28,061.62	14,510.00	193.40%	(13,551.62)
Facility maintenance and repair	29,032.97	43,675.00	66.48%	14,642.03
Amortization of land lease	20,958.75	20,250.00	103.50%	(708.75)
WWTP loan	719,191.03	719,191.00	100.00%	(0.03)
Capital equipment	72,196.02	73,632.00	98.05%	1,435.98
<b>Total Expenses</b>	<u>2,332,854.75</u>	<u>2,275,058.00</u>	<u>102.54%</u>	<u>(57,796.75)</u>
<b>Excess of Program</b>				
Revenues Over Expenses	65,844.11	24,730.00	266.25%	41,114.11
<b>General Revenues</b>				
CFD revenue for WWTP loan	280,206.63	282,392.00	99.23%	(2,185.37)
Property tax	100,435.36	86,767.00	115.75%	13,668.36
Other income	-	20,885.00	0.00%	(20,885.00)
<b>Total General Revenues</b>	<u>380,641.99</u>	<u>390,044.00</u>	<u>97.59%</u>	<u>(9,402.01)</u>
<b>Increase in Net Position</b>	<u>\$ 446,486.10</u>	<u>\$ 414,774.00</u>	<u>107.65%</u>	<u>\$ (31,712.10)</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
 STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS  
 BUDGET AND ACTUAL  
 BUSINESS-TYPE ACTIVITY - ADMIN  
 FOR THE TWELVE MONTHS ENDED JUNE 30, 2023

	Actual Year to Date 6/30/23	Budget Total Fiscal Year 2023	Budget Percent Complete 6/30/23	Remaining Budget 6/30/23
Program Revenue				
Service Fees	\$ -	\$ -	-	\$ -
Total Program Revenue	-	-	-	-
Expenses				
Salaries-operations	271,740.51	271,529.00	100.08%	(211.51)
Employee benefits and taxes	104,865.52	116,941.00	89.67%	12,075.48
Board expense	70,403.66	67,907.00	103.68%	(2,496.66)
Professional fees	127,648.79	133,989.00	95.27%	6,340.21
Dues and subscriptions	10,544.55	7,100.00	148.51%	(3,444.55)
Fees, permits, certifications, leases	12,635.07	20,650.00	61.19%	8,014.93
Training, education, travel	2,379.41	1,500.00	158.63%	(879.41)
Insurance	9,672.08	9,672.00	100.00%	(0.08)
Office supplies and miscellaneous	9,371.27	9,000.00	104.13%	(371.27)
Utilities, communications, telemetry	32,151.64	35,035.00	91.77%	2,883.36
Equipment maintenance and repair	-	6,660.00	0.00%	6,660.00
Operating supplies	3,159.84	-	0.00%	(3,159.84)
Facility maintenance and repair	5,013.50	3,000.00	167.12%	(2,013.50)
Total Expenses	659,585.84	682,983.00	96.57%	23,397.16
Deficiency of Program				
Revenues Over Expenses	(659,585.84)	(682,983.00)	96.57%	23,397.16
General Revenues				
Interest revenue	2,699.47	-	0.00%	2,699.47
Other income	5,474.49	6,500.00	84.22%	(1,025.51)
Grants	650.00	-	0.00%	650.00
Total General Revenues	8,823.96	6,500.00	135.75%	2,323.96
Decrease in Net Position	\$ (650,761.88)	\$ (676,483.00)	96.20%	\$ 25,721.12

SUPPLEMENTARY INFORMATION

DONNER SUMMIT PUBLIC UTILITY DISTRICT  
SCHEDULE OF BIG BEND TRANSACTIONS  
FOR THE TWELVE MONTHS ENDED JUNE 30, 2023

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Revenue	\$	51,171.96
Expenses		
Fees and permits		1,269.00
Telephone		1,696.92
Interest		12,992.39
Loan principal		6,977.61
Electricity		1,372.58
Repairs and maintenance		<u>1,825.00</u>
Total expenses		<u>26,133.50</u>
Excess of revenue over expenses	\$	<u><u>25,038.46</u></u>

## Agenda Item: 5B

**Donner Summit Public Utility District  
Board of Directors Regular Meeting  
Minutes  
Tuesday, July 18, 2023 - 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, by Zoom,

**1. Call to Order**

The Regular Meeting of July 18, 2023 of the Donner Summit Public Utility District Board of Directors was called to order at 6:02 p.m. by President Cathy Preis.

**2. Roll Call**

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

**3. Clear the Agenda- None**

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

**5. Consent Calendar**

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

**A. Approve Finance Report for July 2023**

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

**B. Approve Regular Meeting Minutes for June 20, 2023**

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

**Motion:** Accept the Consent Calendar

**By:** Joni Kaufman

**Second:** Dawn Parkhurst

**Vote:** 5 Ayes, 0 Noes, 0 Absent, 0 Abstain, 0 Vacancy

**Motion Carries**

**6. Department Reports**

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

**7. Information**

- A. Budget to Actual Report for May 2023.** Steve Palmer gave a presentation on the Budget to Actual Report for May 2023.

**8. Action**

- A. Approve a Film Permit Policy and Fee.**

**Motion: Adopt Resolution 2023-13 Approving a Film Permit Policy**  
**By Dawn Parkhurst**  
**Second: Craig Combs**

**Roll Call Vote**

<b>Cathy Preis</b>	-	<b>Aye</b>
<b>Phil Gamick</b>	-	<b>Aye</b>
<b>Craig Combs</b>	-	<b>Aye</b>
<b>Joni Kaufman</b>	-	<b>Aye</b>
<b>Dawn Parkhurst</b>	-	<b>Aye</b>

**Motion Carries**

**9. Discussion**

- A. Board Discussion Regarding Succession Planning**  
Requested by Director Kaufman. Reported.

**10. 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.*

**11. Adjournment**

**Motion: Adjourn Meeting at 6:50 p.m.**

**By: Phil Gamick**

**Second: Joni Kaufman**

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

Vacancy

**Motion Carries**

**Schedule of Upcoming Meetings**

Regular Meeting – August 15, 2023

Regular Meeting – September 19, 2023

Regular Meeting – October 17, 2023

Respectfully Submitted,

*Deleane Mehler*

Deleane Mehler

Administrative Assistant

## Agenda Item: 5C

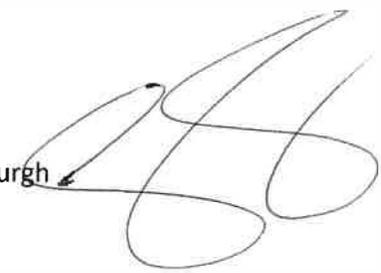
# Safety / Plant Training Donner Summit PUD WWTP

- **Safety Topics : July 2023**
  - Construction Site Safety Basics

- **Training Notes :**
  - Video

**Attendance :**

1. Justin Vosburgh



2. Sean Patrick



3. Josh Shelton



4. Jim King

5. Deleane Mehler



6. Steve Palmer



7. Paul Schott



## Agenda Item: 5D



## STAFF REPORT

**TO:** Board of Directors

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

**SUBJECT:** Approve Purchase of One Membrane Permeate Pump and Ultraviolet Light Wipers

---

### **RECOMMENDATION**

Adopt a resolution approving the purchase of one membrane permeate pump and ultraviolet (UV) light wipers.

### **BACKGROUND**

The adopted Fiscal Year 2023/2024 Operating Budget includes purchases of one membrane permeate pump and ultraviolet light wipers. According to the District's Procurement and Purchasing Policy, these purchases exceed the authority of the General Manager and require Board approval.

### **DISCUSSION**

#### **Membrane Permeate Pump**

The wastewater treatment plant (WWTP) utilizes four pumps for the membrane permeate system. One of the original pumps was replaced in late 2021 when it began to show signs of leaking and failure. District staff first attempted to replace the worn parts and rebuild the pump. It was quickly determined that the worn parts were not serviceable, and Staff purchased a replacement pump instead. Within the last few months, two more of the pumps failed and were replaced. The cost to replace the fourth (last) pump was included in the Fiscal Year 2023/2024 Operating Budget.

The pumps are proprietary to the membrane system and only available from one supplier, Rockwell Engineering. They have provided the District with a price of \$24,182.23 for a new pump. The Purchase Order amount was increased to \$25,000 to allow for minor cost increases and documentation is attached to this staff report. According to the Procurement and Purchasing Policy the Board can approve a sole source equipment purchase that is over \$10,000 if it makes the findings that formal bidding would not provide an advantage and would therefore be undesirable, impractical, or impossible.

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

### Ultraviolet Light Wipers

The WWTP utilizes ultraviolet (UV) light to disinfect the treated wastewater before discharge. The UV light systems use wipers to keep the UV light bulbs clean and keep the disinfection system operating effectively. The wipers have reached the end of their useful life and need replacement. The cost to replace the wipers were included in the Fiscal Year 2023/2024 Operating Budget.

The wipers are proprietary to the disinfection system and only available from one supplier, Xylem. They have provided the District with a price of \$16,896. The Purchase Order and documentation is attached to this staff report. According to the Procurement and Purchasing Policy the Board can approve a sole source equipment purchase that is over \$10,000 if it makes the findings that formal bidding would not provide an advantage and would therefore be undesirable, impractical, or impossible.

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

The General Manager requests that the Board adopt the resolution approving the purchase of one membrane permeate pump and ultraviolet (UV) light wipers.

### **FISCAL IMPACT**

The cost of replacing the permeate pump and the UV wipers are included in the FY2023/2024 budget. A budget amendment is not needed.

### **CEQA ASSESSMENT**

This is not a CEQA Project

### **ATTACHMENTS**

1. Purchase Orders with Price Quote
2. Resolution 2023-14

# Donner Summit Public Utility District

P.O. Box 610 53823 Sherritt Lane – Soda Springs California –95728

Phone (530) 426-3456 – Fax (530) 426-3460

## \*Purchase Order\*

Vendor:

**Rockwell Engineering & EQ**

Ship To: Donner Summit P.U.D

53823 Sherritt Lane

Soda Springs, CA 95728

Billing Address: Donner Summit P.U.D.

P.O. Box 610

Soda Springs, CA 95728

P.O. Date		Requisitioner	Ship Via	Charge Code	
7/1/2023		Justin		8010.042	
Quantity	Unit	Description		Price	Total
		Membrane permeate Pump Quote # 45036			
				Subtotal	
				Sales Tax	
				Shipping	
				Other	
				Total	NTE \$25,000.00

\_\_\_\_\_  
Department Head

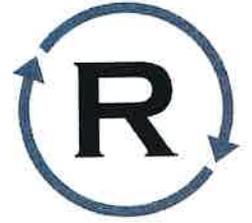
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by General Manager

\_\_\_\_\_  
Date

**ROCKWELL ENGINEERING & EQ. CO., INC.**

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



**QUOTE**

ADDRESS Donner Summit Public Utilities District P.O. BOX 610 ATTN: ACCOUNTS PAYABLE SODA SPRINGS, CA 95728	SHIP TO DONNER SUMMIT PUBLIC UTILITIES DISTRICT 53823 SHERRIT LANE SODA SPRINGS, CA 95728 ATTN: JOSH SHELTON	QUOTE DATE	45036 04/19/2023
SHIP METHOD BEST WAY	MANUFACTURER BOERGER	TERMS NET 30	

ITEM	DESCRIPTION	QTY	COST	TOTAL
71003533	BOERGER CL520 #71003533 PC5SARCFBBBEGCCC15X BOERGER ROTARY LOBE PUMP CL520 SIMILAR TO S/N 12002987 1.3 PLUS SS PARTS BLUELINE SERIES CLASSIC  CASING: GREY CAST IRON EN-GJL-250 (GG25) WITH EASILY REPLACEABLE LINERS AXIAL CASING PROTECTION LINERS FROM STAINLESS STEEL 1.4571 RADIAL CASING PROTECTION LINERS FROM STAINLESS STEEL 1.4571  ROTORS: TRI-LOBE, SCREW FORM WITH PUSH ON TIPS ROTOR COATING: NBR FREE BALL ENTRY D=50 MM DISPLACEMENT: 5.2 L/REV  SHAFT SEAL: SINGLE-ACTING MECHANICAL SEALS, TYPE LW MATERIAL CODE ACCORDING EN12756 SEAL FACES: SISIC/SISIC DYNAMIC O-RINGS: NBR SEAL HOLDING BUSHES: 1.4404 STATIONARY O-RINGS: NBR  BARE PUMP - NO MOTOR OR FLANGES	1	22,123.00	22,123.00T
SHIPPING	SHIPPING CHARGES - OUTBOUND  LEAD TIME: 2-3 WEEKS	1	400.00	400.00

QUOTE IS GOOD FOR 30 DAYS	SUBTOTAL	22,523.00
	TAX	1,659.23

TOTAL

**\$24,182.23**

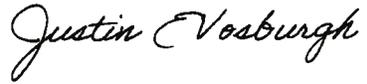
Accepted By

Accepted Date

## 2023/2024 Membrane Permeate Pump Sole Source

I, Justin Vosburgh, Chose to sole source the purchase of a replacement membrane permeate pump. This pump is a brand specific pump for the equipment that we have.

Justin Vosburgh

A handwritten signature in black ink that reads "Justin Vosburgh". The signature is written in a cursive style with a large initial 'J'.

6/26/2023

# Donner Summit Public Utility District

P.O. Box 610 53823 Sherritt Lane – Soda Springs California –95728

Phone (530) 426-3456 – Fax (530) 426-3460

## \*Purchase Order\*

Vendor:

Ship To: Donner Summit P.U.D

53823 Sherritt Lane

Xylem

Soda Springs, CA 95728

Billing Address: Donner Summit P.U.D.

P.O. Box 610

Soda Springs, CA 95728

P.O. Date		Requisitioner	Ship Via	Charge Code	
7/1/2023		Justin		8010.42	
Quantity	Unit	Description		Price	Total
		Wiper Replacement Quote #2023-WED-0499			
				Subtotal	
				Sales Tax	
				Shipping	
				Other	
				Total	NTE \$16,896.00

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by General Manager

\_\_\_\_\_  
Date



**Xylem Water Solutions USA, Inc.  
Wedeco Products**

4828 Parkway Plaza Blvd.  
Suite 200  
Charlotte, NC 28217  
Tel 704/409-9700  
Fax 704/409-9839

April 5, 2023

DONNER SMT PUB UTLTY DEPT  
PO BOX 610  
SODA SPRINGS CA 95728-0610

Quote # 2023-WED-0499

Account# 204176

Re: DONNER SUMMIT - 204176 - WIPERS

Xylem Water Solutions USA, Inc. WEDECO is pleased to provide a quote for the following equipment and/or services for your approval.

**UV SPARES**

Qty	Part Number	Description	Disc. %	Unit Price	Extended Price
384	76-611 42 12	WIPER ASSEMBLY,BX/LBX/DU RON INCLS.END STOP, PTFE,VITON	12.00	\$ 50.00	\$ 16,896.00
<b>UV SPARES Price USD</b>					<b>\$ 19,200.00</b>
<b>Total Discount %</b>					<b>12.00</b>
<b>UV SPARES Price</b>					<b>\$ 16,896.00</b>
<b>Total Project Price</b>					<b>\$ 16,896.00</b>

**Incoterm:** 3 DAP - Delivered At Place      **Named Placed:** 08 - Jobsite  
 Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.  
**Terms of Delivery:** PP/Add Order Position  
**Warranty:** Standard warranty terms apply to the items in this quotation.  
**Validity:** This Quote is valid for thirty (30) days.  
**Taxes:** The prices quoted above do not include any state, federal, or locals sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

**Terms of Payment:** 100% N30 standard.  
 Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Xylem Water Solutions.

**Schedule:** Delivery lead times are approx. 5-10 working days after receipt of order acceptance.

**COVID 19: STATED LEAD TIMES ARE ESTIMATED AT TIME OF QUOTATION/ORDER BUT MAY BE IMPACTED BY THE CURRENT COVID-19 VIRUS PANDEMIC INCLUDING EFFECTS FROM SUPPLIER'S RAW MATERIALS SHORTAGES AND LABOR CONSTRAINTS AS WELL AS GLOBAL TRANSPORTATION LOGISTICS DELAYS.**

**Terms and Conditions:** This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and are incorporated herein by reference and made a part of the agreement between the parties

**Shortages:** Seller will not be responsible for any apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

**Back Charges:** Purchaser shall not make purchases nor shall Purchaser incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**Schedule:** **DUE TO OUR WAREHOUSE RELOCATION DELIVERY MAY BE DELAYED BEYOND OUR NORMAL 5-10 DAYS ARO**

**Customer Acceptance:** A signed facsimile of this quote is acceptance as a binding contract.

Signature: \_\_\_\_\_

Name (please print) \_\_\_\_\_

Date: \_\_\_\_\_ PO# \_\_\_\_\_

Sincerely,

Lisa Axtman  
Aftermarket Sales Coordinator

## 2023-2024 U.V. Wiper Replacement Sole Source

I, Justin Vosburgh chose to sole source the wiper replacement for our U.V. System due to a specific product used for our U.V.

*Justin Vosburgh*

Justin Vosburgh

7/1/2023

*cek  
7/1/23*

**RESOLUTION NO. 2023-14**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT WAIVING FORMAL BIDDING AND APPROVING THE PURCHASE OF A REPLACEMENT PUMP FROM ROCKWELL ENGINEERING IN THE AMOUNT OF \$25,000 AND ULTRAVIOLET LIGHT BULB WIPERS FROM XYLEM IN THE AMOUNT OF \$16,896**

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

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

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

**WHEREAS**, replacement ultraviolet light bulb wipers must be purchased from Xylem, as they are the only ones that will work without requiring modification of the wastewater treatment plant.

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

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

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

**BE IT FURTHER RESOLVED** that the purchase of one replacement pump in the amount of \$25,000 is approved; and

**BE IT FURTHER RESOLVED** that the purchase of replacement ultraviolet light bulb wipers in the amount of \$16,896 is approved; and

**PASSED AND ADOPTED** by the Board of Directors of Donner Summit Public Utility District, this 15th day of August 2023, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY  
DISTRICT

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

ATTEST:

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

## Agenda Item: 5E



## STAFF REPORT

**TO:** Board of Directors

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

**SUBJECT:** Approve the Sludge Heat Exchanger Preventative Maintenance Agreement with EMCOR Services in the Amount of \$25,987 for Fiscal Year 2023/2024 and a Five-Year Total of \$143,601

---

### **RECOMMENDATION**

Adopt a resolution approving the Sludge Heat Exchanger Preventative Maintenance Agreement with EMCOR Services in the amount of \$25,987 for Fiscal Year 2023/2024 and a five-year total of \$143,601.

### **BACKGROUND**

The adopted Fiscal Year 2023/2024 Operating Budget includes professional services needed to maintain the sludge heat exchanger. According to the District's Procurement and Purchasing Policy, this service agreement exceeds the authority of the General Manger and requires Board approval.

### **DISCUSSION**

The wastewater treatment plant (WWTP) utilizes a heat exchanger to ensure sludge is kept at optimal temperatures. It is imperative that the heat exchanger is maintained each year to ensure that it is operating effectively. Improper maintenance could result in increased energy costs, incomplete waste digestion, and inability to meet discharge requirements.

Since installation, EMCOR Services has been the sole provider of heat exchanger maintenance. They have unique knowledge of the wastewater treatment plant and the most effective maintenance provider. Additionally, they are the only provider within a reasonable response distance to the District. EMCOR Services has provided the District with the following pricing for five years of service.

Year	Amount (\$)
1	25,987
2	27,287
3	28,652
4	30,085
5	34,590
<b>Total</b>	<b>143,601</b>

According to the Procurement and Purchasing Policy the Board can approve a sole source purchase for this amount if it makes the findings that formal bidding would not provide an advantage and would therefore be undesirable, impractical, or impossible.

The sludge heat exchanger system is a critical component of the WWTP and it is important that it function effectively. For that reason, Staff is recommending a waiver of formal bidding and direct purchase of annual maintenance from EMCOR Services. Formal bidding would be undesirable and impractical, and likely result in selection of the same supplier, EMCOR Services.

The General Manager requests that the Board adopt the resolution approving the maintenance services agreement with EMCOR Services.

**FISCAL IMPACT**

The cost of annual maintenance services is included in the FY2023/2024 budget. A budget amendment is not needed.

**CEQA ASSESSMENT**

This is not a CEQA Project

**ATTACHMENTS**

1. Purchase Order with Price Quote
2. Resolution 2023-15

# Donner Summit Public Utility District

P.O. Box 610 53823 Sherritt Lane – Soda Springs California –95728

Phone (530) 426-3456 – Fax (530) 426-3460

## \*Purchase Order\*

Vendor:

Ship To: Donner Summit P.U.D

53823 Sherritt Lane

**Emcor Services**

Soda Springs, CA 95728

Billing Address: Donner Summit P.U.D.

P.O. Box 610

Soda Springs, CA 95728

P.O. Date		Requisitioner	Ship Via	Charge Code	
7/1/2023		Justin		8010.042	
Quantity	Unit	Description		Price	Total
		Sludge Heat Exchaner Preventative Maintenance Agreement (Attached)			
		\$25,987.00 FY2024 \$27,287.00 FY2025 \$28,652.00 FY2026 \$30,085.00 FY2027 \$31,590.00 FY2028			
				Subtotal	
				Sales Tax	
				Shipping	
				Other	
				Total	NTE \$143,601.00

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by General Manager

\_\_\_\_\_  
Date



**EMCOR SERVICES/ Mesa Energy Systems, Inc.  
Building Services Agreement**

**Donner Summit PUD Waste Water  
Treatment Plant  
Sludge Heat Exchanger Preventative  
Maintenance Agreement**



***Presented to***  
Donner Summit PUD Waste Water Treatment Plant  
53823 Sheritt Lane  
Soda Springs, CA. 95728



***Prepared By:***  
**Scott Cooper- VP of Sales**  
**EMCOR Services / Mesa Energy Systems, Inc.**  
**4098 South McCarran Blvd.**  
**Reno, NV 89502**



# EMCOR SERVICES/ Mesa Energy Systems, Inc. Building Services Agreement

## **Mechanical and HVAC Inspection Program Features:**

### **Scheduled Inspections:**

EMCOR Service will visit your facility on a routine schedule to perform inspection tasks on your HVAC Equipment that include the following as applicable:

- Heat Exchanger Operations
- Operating/Safety Controls
- Equipment Operations

### **Preventive Maintenance Actions:**

During scheduled inspection visits, EMCOR Service will provide pro-active hands-on maintenance services designed to improve equipment operations, increase efficiency, minimize breakdowns and prolong equipment life. These services are also defined in *Maintenance Tasking* and may include as applicable:

- PM Service on Listed Equipment
- Operating Control Check
- Equipment Cleaning

### **Priority Service:**

Donner Summit PUD Waste Water Treatment Plant will receive priority service over all non EMCOR Service maintenance customers. Any service request generated by your company will be placed in high priority status based on type of call and day/time of request.

### **Preferred Customer Discounts:**

As an EMCOR Service maintenance customer, Donner Summit PUD Waste Water Treatment Plant will receive a discounted rate for all service and repair labor over non-maintenance customers.



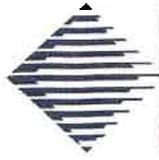
**EMCOR SERVICES/ Mesa Energy Systems, Inc.  
Building Services Agreement**

**Schedule I - List of Covered Equipment & Services**

**1. List of Covered Equipment**

<b>(X) Included</b>	<b>Type of Service First Year</b>	<b>Frequency</b>
X	Comprehensive Annual Inspection on- Qty-1 Sludge Heat Exchanger each Year- Each one will be Serviced Every Other Year	Annual
X	Operational Inspection on- Qty-2 Sludge Heat Exchanger	Annual
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round

<b>Unit #</b>	<b>Type</b>
Sludge Heat Exchanger 1	Heat Exchanger
Sludge Heat Exchanger 2	Heat Exchanger



# EMCOR SERVICES/ Mesa Energy Systems, Inc. Building Services Agreement

## Schedule I - List of Covered Equipment & Services

STYLE OR SERIES: Sludge Heat Exchanger  
SCOPE OF WORK: Operational Inspection

1. Check all gauges and thermometers.
2. Check operation of operating controls.
3. Check temperature across heat exchanger.
4. Check overall operation of heat exchanger & controls.
5. Provide service report.

STYLE OR SERIES: Sludge Heat Exchanger  
SCOPE OF WORK: Annual Inspection- Will Perform on Qty-1 Heat Exchanger Each Year

1. Isolate sludge heat exchanger.
2. Disassemble sludge heat exchanger.
3. Clean and service heat exchanger.
4. Reassemble heat exchanger.
5. Inspect and tighten piping connections.
6. Fill and vent.
7. Check all gauges and thermometers.
8. Provide written service report.



# EMCOR SERVICES/ Mesa Energy Systems, Inc. Building Services Agreement

## NFPA70E

EMCOR Mesa technicians are trained to understand the specific hazards associated with electrical energy according to *NFPA 70E, Standard for Electrical Safety in the Workplace*. They are trained in safety-related work practices and procedural requirements as necessary to provide protection from the electrical hazards associated with their respective job or task assignments. Documented safe work practices include lockout/tagout and energy isolation. Category 2 personal protective equipment is issued for electrical hazards while working on voltages between 50 and 480 volts. EMCOR Mesa's policy is to remove the energized electrical hazard by working on de-energized circuits and by using the written lockout/tagout policies and procedures when feasible.

## Service Agreement Terms & Conditions - Maintenance

This agreement (the "Agreement") is made between Donner Summit PUD Waste Water Treatment Plant (the "Customer") and Emcor Services Nevada/Mesa Energy Systems Inc., the (Contractor").

1. Contractor will provide its mechanical maintenance of the equipment located at **Donner Summit PUD Waste Water Treatment Plant** and set forth on the "List of Covered Equipment" provided for in Schedule I attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Schedule I ("Services").
  - 1.1. All Services provided under this agreement will be performed during normal working hours (Monday-Friday 7AM to 4PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
2. Customer agrees to pay to Contractor the amount(s) set forth in Schedule II ("Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Schedule II.
  - 2.1. In addition to the amount(s) set forth in Schedule II, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
  - 2.2. Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half percent (1½ %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
3. Customer agrees:
  - 3.1. To provide free access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access;
  - 3.2. To allow Contractor to start and stop the equipment as necessary to perform the services; and,
  - 3.3. To supply suitable electrical service.
4. Neither party to this Agreement shall assign any of its rights or obligations hereunder without the prior written approval of the other party.
5. This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
6. Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.



## EMCOR SERVICES/ Mesa Energy Systems, Inc. Building Services Agreement

8. Customer hereby acknowledges that Manager is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed an "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of a facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder.
9. Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees expressed or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of sixty (60) days after installation, provided that the material was furnished and installed by Contractor.
- Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
10. This Agreement contains the entire understanding between the parties.
11. The term of this Agreement shall be for a period of **five (5) years** unless sooner terminated as provided herein. Subject to mutual agreement between Customer and Contractor on pricing for any renewal term, this Agreement shall be automatically renewed for a term of one (1) year on the expiration of the term identified above and thereafter on each one (1) year anniversary date thereof unless cancelled by Customer or Contractor by written notice at least thirty (30) days' prior to the anniversary date.
- 11.1. Either Customer or Contractor may terminate this Agreement for convenience with at least 60 days' prior written notice to the other party.
- 11.2. In the event that any modifications, replacements or repairs whatsoever are performed on the equipment listed in Schedule I by any party other than Contractor, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 11.3. In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
12. Customer agrees:
- 12.1. That Contractor shall be promptly notified of any malfunction in the system(s) that comes to the customer's attention, and;
- 12.2. That in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property (including fire watch) during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies the customer that the system is operational or that the emergency has cleared.
13. **Additional Charges:**
- 13.1. Contractor shall conduct an initial inspection of the equipment listed in Schedule I. In the event that initial repairs or replacements are required in order for any such equipment to be covered by the Services and included in Schedule I, Contractor reserves the right at its sole option to terminate or renegotiate the terms of Services applicable to such equipment.
- 13.2. In the event repairs, replacements, or emergency services outside of the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.



**EMCOR SERVICES/ Mesa Energy Systems, Inc.  
Building Services Agreement**

**Donner Summit PUD Waste Water Treatment Plant  
Schedule II – Pricing & Invoicing**

**Price for Above Included Services:**

<b>Year 1- \$25,987.00</b>	<b>Annually (\$12,993.50 Billed Semi-Annually)</b>
<b>Year 2- \$27,287.00</b>	<b>Annually (\$13,643.50 Billed Semi-Annually)</b>
<b>Year 3- \$28,652.00</b>	<b>Annually (\$14,326.00 Billed Semi-Annually)</b>
<b>Year 4- \$30,085.00</b>	<b>Annually (\$15,042.50 Billed Semi-Annually)</b>
<b>Year 5- \$31,590.00</b>	<b>Annually (\$15,795.00 Billed Semi-Annually)</b>

Agreement Upgrades, if accepted, will be included in the above billing schedule.

This agreement shall begin on **Customers Acceptance Date**, unless checked, initialed and noted otherwise here:  
 *Month/Year: July 1st / 2023* Customer Initials  EMCOR Service Initials

and continue for a period of **five (5) years**. This agreement will automatically renew, and may increase (subject to review) on anniversary date, unless either party gives at least thirty (30) days written notice to terminate agreement. The above pricing is valid for 30 days from date of proposal. Thank you for the opportunity to work with Donner Summit Waste Water Treatment Plant.

Sincerely,

Scott Cooper  
VP of Sales  
EMCOR Services / Mesa Energy Systems

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

Customer:  
**Donner Summit PUD Waste Water  
Treatment Plant**

Contractor:  
**EMCOR Services Nevada/Mesa  
Energy Systems Inc.**

By: 

By: \_\_\_\_\_

Name: Steven Palmer

Name: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_

Date: 7/12/23

Date: \_\_\_\_\_

## 2023/2024 Sludge Heat Exchanger Preventative Maintenance Agreement

I, Justin Vosburgh, Chose to sole source the Sludge Heat Exchanger Preventative Maintenance Agreement. Emcor Services is the only company I could find in close proximity that specializes in maintenance and repairs for heat changers. Emcor is also the only company in the past that has ever worked on our heat exchangers.

Justin Vosburgh

*Justin Vosburgh*

6/26/2023

OK  
JVP  
7/17/23

**RESOLUTION NO. 2023-15**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT WAIVING FORMAL BIDDING AND APPROVING THE SLUDGE HEAT EXCHANGER PREVENTATIVE MAINTENANCE AGREEMENT WITH EMCOR SERVICES IN A TOTAL AMOUNT OF \$143,601 OVER FIVE YEARS**

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

**WHEREAS**, in order to assure effective operation of the wastewater treatment plant annual preventive maintenance of the sludge heat exchanger is imperative; and

**WHEREAS**, EMCOR Services has provided maintenance services for the sludge heat exchanger ever since the wastewater treatment plant upgrade and expansion project was completed; and

**WHEREAS**, EMCOR Services is the only service provider available within a reasonable response area from the wastewater treatment plant.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE** that annual preventative maintenance of the sludge heat exchanger is imperative to assure effective operation of the wastewater treatment plant; and

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

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

**BE IT FURTHER RESOLVED** that the purchase of sludge heat exchanger annual preventive maintenance from EMCOR Services in the amount of \$143,601 and a five-year term is approved.

**PASSED AND ADOPTED** by the Board of Directors of Donner Summit Public Utility District, this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

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

ATTEST:

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

## Agenda Item: 6A



## STAFF REPORT

**TO:** Board of Directors

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

**SUBJECT:** General Manager Report

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### Project Updates

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

- Currently reviewing Second and Third Segment (Phase 2b and 1) 50% Engineering Plans.
- Assessment Engineer's Report being prepared by Auerbach Engineering
- CEQA Document circulation begins in August
- Project website: <https://dspud.com/sugar-bowl/>

### Upcoming Board Items

- Water Resiliency Study Update
- Sugar Bowl Sewer Project Update
- Sugar Bowl Sewer Project CEQA Document (October)

## Agenda Item: 6B

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

**July 2023**

### Donner Summit Public Utility District Waste Water Flow Data

MONTH OF July 2023		DSPUD Influent	SLCWD Influent	Total Plant Influent	Total Plant Influent	Total Plant EFF River	Total Plant EFF Irr	Total Plant EFF Irr/ Storage	DSPUD Fresh Water Treated	SLCWD Fresh Water Treated	Weather	Lake Angela Water Level
DATE	DAY	MGD	MGD	MGD	Totalizer	MGD	Totalizer	MGD	MGD	MGD		Elevation
07/01/23	SAT	0.164	0.13625	0.300	2.6805200	0.270	0.0000	0.0000	0.326	0.0625	Clear	7192.8'
07/02/23	SUN	0.142	0.14945	0.291		0.283	0.0000	0.0000	0.505	0.0799	Clear	
07/03/23	MON	0.109	0.15015	0.259		0.316	0.0000	0.0000	0.198	0.1529	Clear	
07/04/23	TUE	0.125	0.13973	0.265		0.276	0.0000	0.0000	0.423	0.0663	Clear	
07/05/23	WED	0.124	0.13955	0.264		0.253	0.0000	0.0000	0.341	0.0860	Clear	
07/06/23	THU	0.113	0.10858	0.222		0.267	0.0000	0.0000	0.350	0.1461	Clear	
07/07/23	FRI	0.154	0.09964	0.254		0.253	0.0000	0.0000	0.291	0.0000	Clear	
07/08/23	SAT	0.134	0.10739	0.241		0.223	0.0000	0.0000	0.249	0.0968	Clear	
07/09/23	SUN	0.111	0.10100	0.212		0.226	0.0000	0.0000	0.254	0.0851	Clear	
07/10/23	MON	0.106	0.08718	0.193		0.187	0.0000	0.0000	0.182	0.0960	Clear	
07/11/23	TUE	0.126	0.07678	0.203		0.195	0.0000	0.0000	0.141	0.1098	Clear	
07/12/23	WED	0.077	0.06952	0.147		0.173	0.0000	0.0000	0.177	0.0564	Clear	
07/13/23	THU	0.106	0.06266	0.169		0.158	0.0000	0.0000	0.117	0.0873	Clear	
07/14/23	FRI	0.114	0.06881	0.183		0.161	0.0000	0.0000	0.195	0.0000	Clear	
07/15/23	SAT	0.110	0.08501	0.195		0.159	0.0000	0.0000	0.133	0.1089	Clear	
07/16/23	SUN	0.186	0.07963	0.266		0.255	0.0000	0.0000	0.109	0.0000	Clear	
07/17/23	MON	0.064	0.06869	0.133		0.139	0.0000	0.0000	0.181	0.1342	Cloudy	
07/18/23	TUE	0.078	0.06534	0.143		0.127	0.0000	0.0000	0.168	0.0852	Clear	
07/19/23	WED	0.070	0.06288	0.133		0.146	0.0000	0.0000	0.214	0.1356	Clear	
07/20/23	THU	0.122	0.06592	0.188		0.151	0.0000	0.0000	0.130	0.0576	Clear	
07/21/23	FRI	0.086	0.07108	0.157		0.143	0.0000	0.0000	0.186	0.0000	Clear	
07/22/23	SAT	0.079	0.08246	0.161		0.145	0.0000	0.0000	0.179	0.0859	Clear	
07/23/23	SUN	0.107	0.07716	0.184		0.165	0.0000	0.0000	0.163	0.0981	Clear	
07/24/23	MON	0.070	0.06512	0.135		0.140	0.0000	0.0000	0.160	0.1122	Clear	
07/25/23	TUE	0.070	0.05854	0.129		0.145	0.0000	0.0000	0.205	0.0862	Clear	
07/26/23	WED	0.085	0.06275	0.148		0.129	0.0000	0.0000	0.195	0.1263	Clear	
07/27/23	THU	0.095	0.06167	0.157		0.127	0.0000	0.0000	0.186	0.1082	Clear	
07/28/23	FRI	0.093	0.07790	0.171		0.146	0.0000	0.0000	0.214	0.0000	Clear	
07/29/23	SAT	0.117	0.06082	0.178		0.145	0.0000	0.0000	0.215	0.0000	Clear	
07/30/23	SUN	0.063	0.07497	0.138		0.154	0.0000	0.0000	0.139	0.0852	Clear	
07/31/23	MON	0.079	0.05647	0.135	2.7409900	0.137	0.0000	0.0000	0.126	0.1392	Clear	7192.0
7/2023 Daily Totals		<b>3.28092</b>	<b>2.67308</b>	<b>5.954</b>	<b>N/A</b>	<b>5.794</b>	<b>NA</b>	<b>0.0000</b>	<b>6.6520</b>	<b>2.4880</b>	<b>Drop</b>	<b>(0.8')</b>
7/2023 Totalizer Total		<b>3.39692</b>	<b>2.67308</b>	<b>6.070</b>	<b>6.0470</b>	<b>5.794</b>	<b>0.0000</b>	<b>0.0000</b>	<b>6.6520</b>	<b>2.5527</b>		
Difference		<b>0.11600</b>	<b>0.00000</b>	<b>0.11600</b>	<b>N/A</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0647</b>		
Percentage Difference		<b>3.41%</b>	<b>0.000%</b>	<b>1.911%</b>	<b>N/A</b>	<b>0.000%</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>0.000%</b>	<b>2.533%</b>		
7/2023 AVG/DAY		<b>109,578</b>	<b>86,228</b>	<b>195,806</b>	<b>195,065</b>	<b>186,903</b>	<b>0</b>	<b>0</b>	<b>214,581</b>	<b>82,345</b>		
7/2022 Totalizer Total		<b>3.94199</b>	<b>1.96801</b>	<b>5.9100</b>	<b>5.9099</b>	<b>4.699</b>	<b>0.000</b>	<b>0.937</b>	<b>6.0190</b>	<b>2.7767</b>		
7/2022 AVG/DAY		<b>127,161</b>	<b>63,484</b>	<b>190,645</b>	<b>190,642</b>	<b>151,581</b>	<b>0</b>	<b>30,226</b>	<b>194,161</b>	<b>89,571</b>		

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

Prepared for: Steve Palmer, General Manager

Prepared by: Jim King, Plant Manager

Date: July 2023

## Operations WWTP

- ◆ Flows to river discharge 5.8 MG.
- ◆ Completed sprinkler installation on the irrigation site at Soda Springs Ski Area.



- ◆ Located and uncovered manholes #609 and #607 (by the “Hippie” cabin).
- ◆ Staff observed a sewer lateral test at 10007 Bunny Hill Rd.

- ◆ Had Sauers Engineering evaluate the influent pipe support and the soda ash fill pipe support.



- ◆ Processed 31 USA dig ticket.

## Operations Water Plant

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

◆ Date	Water Surface Elevation (FT MSL)	Storage (MG)
6/30/23	7192.8'	90
7/31/23	7192.0'	88

- ◆ Completed and sent out monthly potable water reports to DHS.

- ◆ Had 8” shutoff valve installed before leak on Soda Springs Rd. for the upcoming main line repair.



- ◆ Flushed hydrants in Ski Town to take care of a discolored water complaint.
- ◆ Installed a new water meter at 5720 tiger Lilly Ct.
- ◆ Located and marked water meter boxes on Lake Angela Dr. that need to be replaced.
- ◆ Shut water off at 21691 Lotta Crabtree for repairs by contractor of a failed 2” fire line.

## **Repairs and Maintenance WWTP**

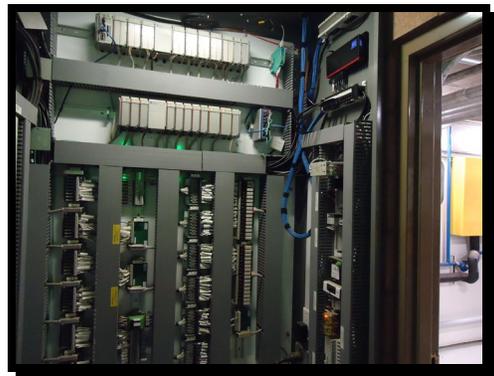
- ◆ Serviced Dodge 1500 and F-350 and had new windshield installed on 1500.
- ◆ Cleaned the membrane RAS pump air relief valves.



- ◆ Changed failed ballast card on UV Train 3 Vessel 2.



- ◆ Trouble shot problems with the SCADA system PLC for the blowers and other equipment. Found a breaker tripped and reset systems.

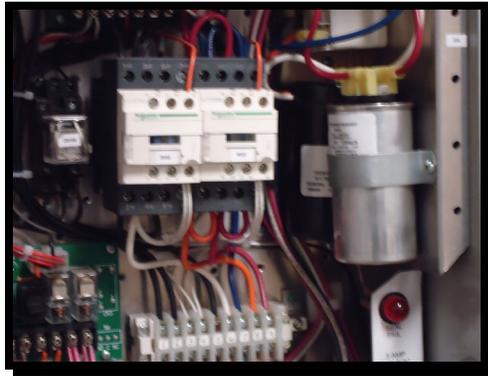


- ◆ Repaired a leak on the membrane chlorine feed line for maintenance cleans.



## **Repairs and Maintenance WTP**

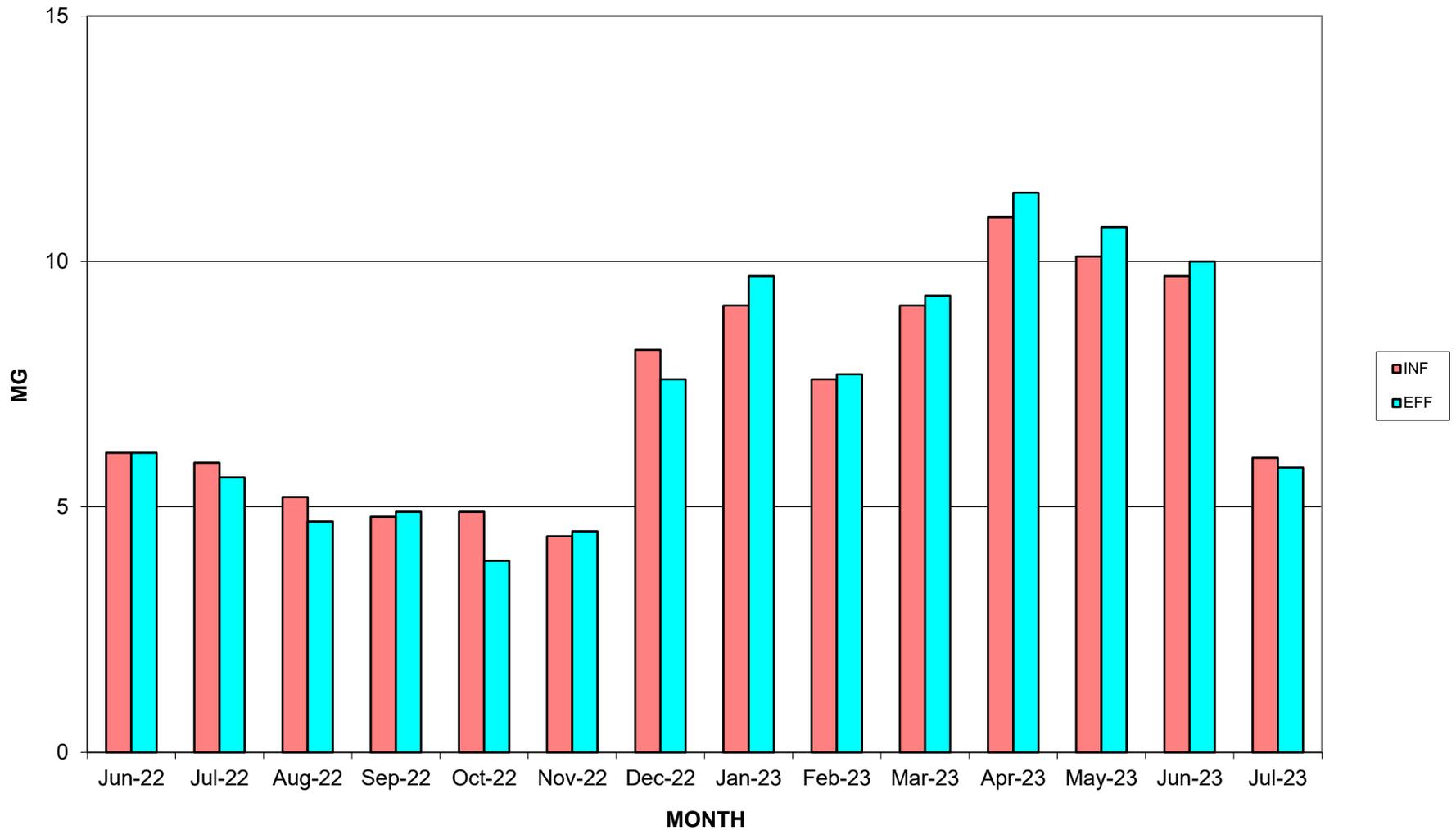
- ◆ Trouble shot problems with Reservoir 2 controls. Found wiring issues and repaired. Also replaced the sump pump and hose that drains the valve pit.
- ◆ Replaced damaged G-5 water valve lid on Poma Ln.
- ◆ Had Control Point replace the PLC parts for the control system on Reservoir 1.



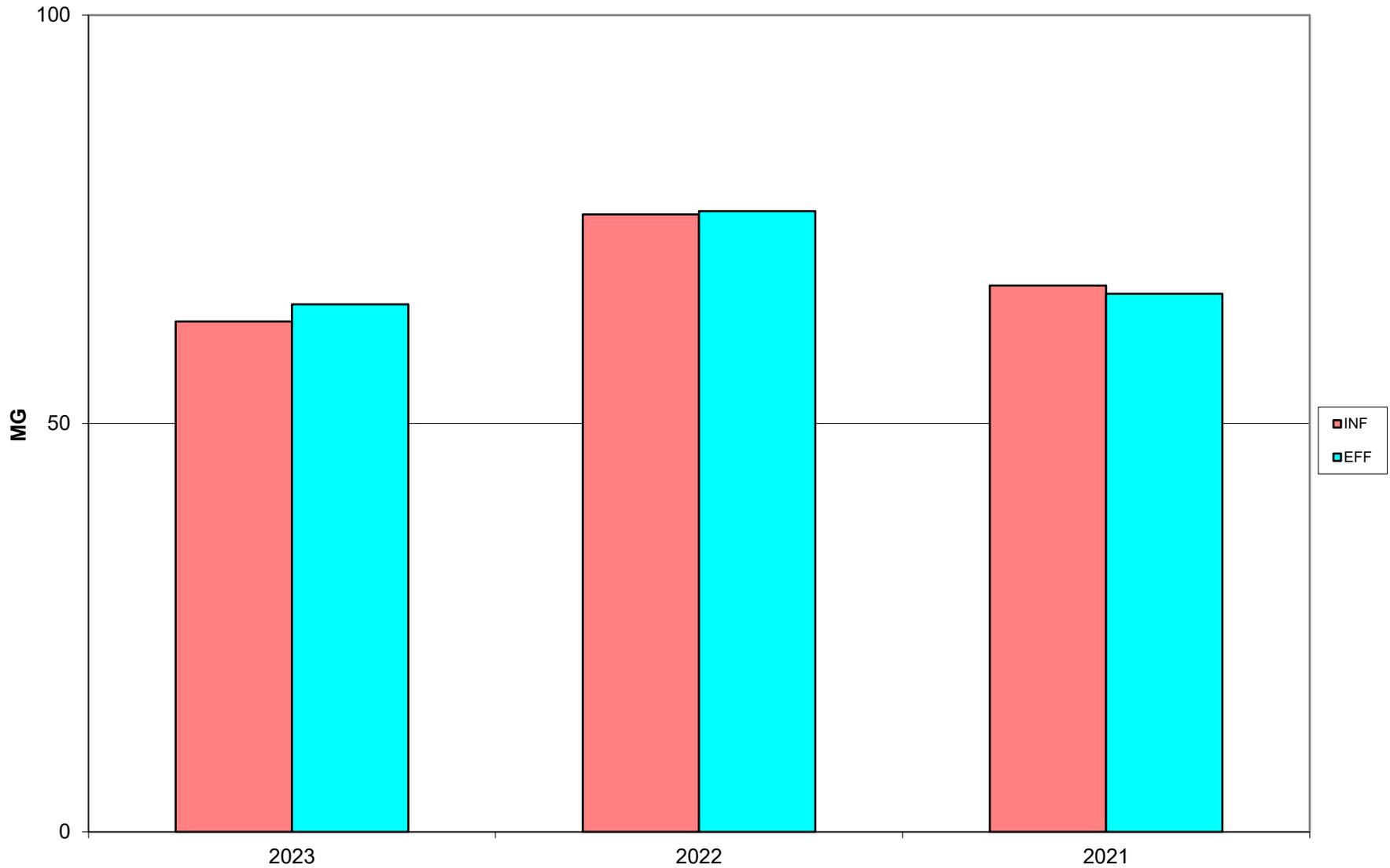
## **Laboratory**

- ◆ Continued river discharge monitoring.
- ◆ Collected and sent in the annual sludge sample for metals testing.
- ◆ Collected and sent in the effluent and receiving water last quarter of priority pollutant test samples.

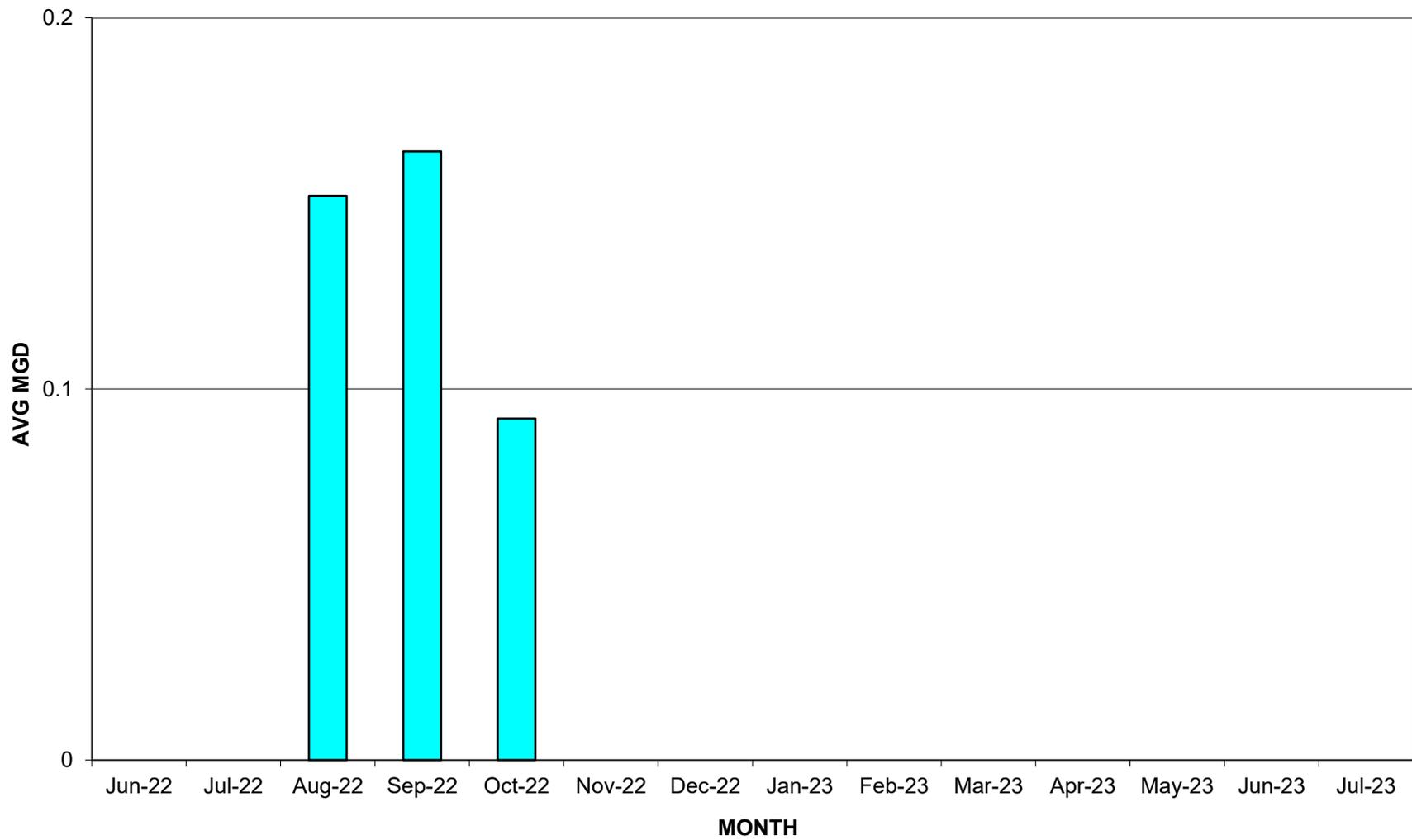
**DONNER SUMMIT PUD WWTP  
TOTAL INFLUENT FLOW TO TOTAL EFFLUENT FLOW  
YEAR 2022/2023**



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



**DONNER SUMMIT PUD WWTP  
AVG EFFLUENT FLOW TO LAND IRRIGATION  
YEARS 2022/2023**



## Agenda Item: 7A



### STAFF REPORT

**TO:** Board of Directors

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

**SUBJECT:** Fiscal Year 2022-2023 Budget to Actual Report (Unaudited)

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#### **RECOMMENDATION**

Receive Fiscal Year 2022-2023 Budget to Actual Report from the General Manager.

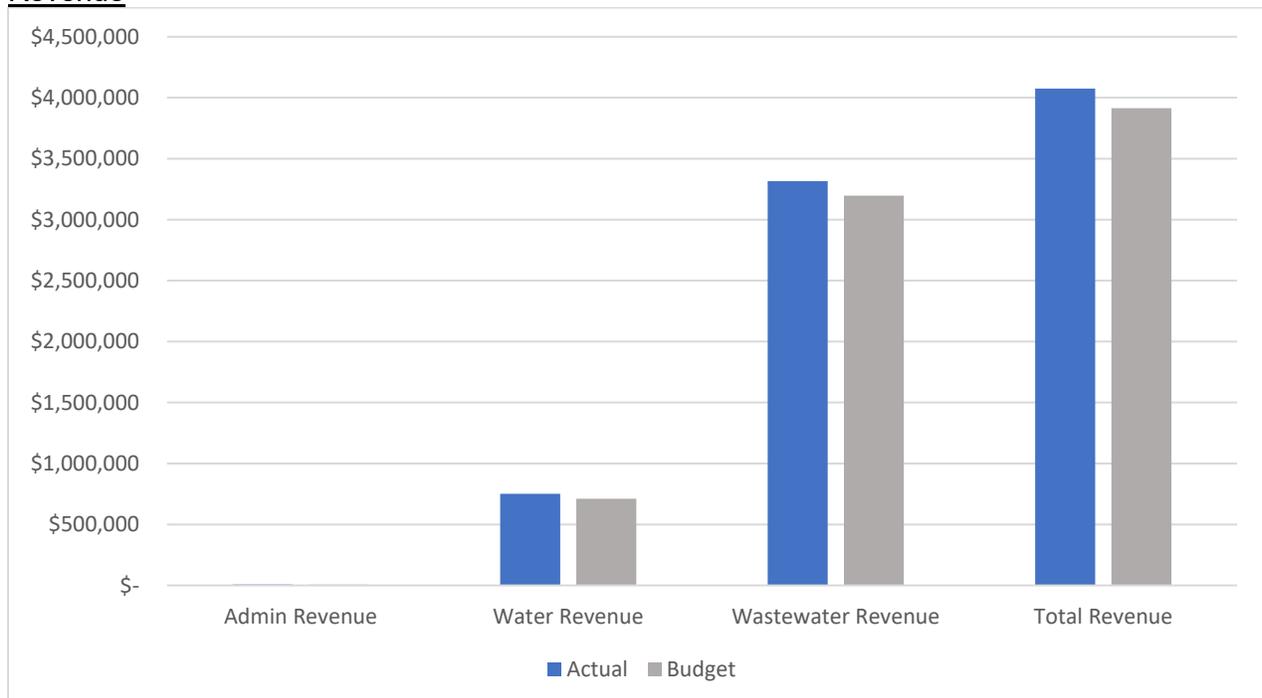
#### **BACKGROUND**

This report provides a comparison of approved operating budget to actual revenues and expenditures for the Fiscal Year 2022-2023. The comparison is presented in Attachment 1, and any material differences are discussed in this Staff Report. The values presented in this report and attachments have not been audited. The auditor is scheduled to begin work in September on the audit for FY2022-2023, and those results will be presented to the Board at a future meeting. The information reported here excludes both the deposit from Sugar Bowl Corporation for the Sugar Bowl Villages Sewer Extension Project, and expenditures for that project.

#### **DISCUSSION**

Actual revenues and expenses were close to the budgeted amounts, unplanned occurrences caused total revenues to be 4% (\$159,483) higher than budgeted, and total expense to be 1% (\$20,486) lower than budgeted. Charts and discussions are provided below.

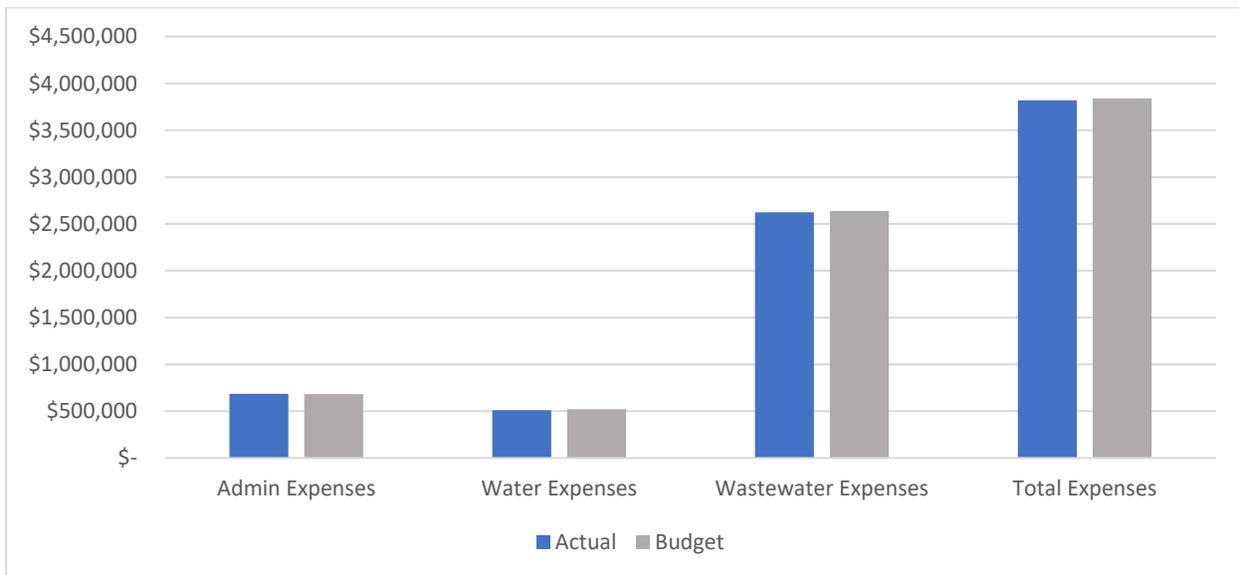
#### **Revenue**



Actual water revenue exceeds the budget by \$40,068 (6%). This is due to more new connections, an increase in property tax revenue, and grant revenue from the Placer County Water Agency Financial Assistance Program (PCWA FAP). The budget planned for PCWA FAP revenue to be split between FY2022/2023 and FY2023/2024, however the total grant revenue was actually received in FY2022/2023.

Actual wastewater revenue was \$117,517 (4%) more than budgeted. The primary reason for this difference is due to actual contributions from Sierra Lakes County Water District being higher than budgeted. This is likely due to contributions being received from prior years and may be adjusted during the audit.

**Expenses**



Across all divisions there was significant increase in the cost of utilities and fuel this fiscal year. These increases significantly impacted District operations. We were able to absorb some of these costs through savings in other categories, most notably by deferring capital projects.

Administration expenses were \$3,414 (0.5%) more than budgeted, with the exceedance coming mainly from health care costs.

Water expenses were less than the budgeted amount by \$9,495 (2%). The water division experienced utility expenses and chemical expenses that were much higher than planned. This was offset by delaying the installation of telemetry equipment (capital project).

Wastewater expenses were \$14,406 (1%) less than budgeted. Similar to the water division, utility expenses exceeded the budgeted amount, and this overage was offset by delaying capital projects (telemetry equipment and access road repairs).

**FISCAL IMPACT**

The increased revenue expenses and reduced expenses for this fiscal year has the impact of increasing unrestricted cash balance on July 1, 2023 above budgeted projections, at the expense

of deferred capital improvements. The unrestricted cash available on July 1, 2023 has increased from a budget projection of \$286,275 to \$423,142.

**CEQA ASSESSMENT**

This is not a CEQA Project

**ATTACHMENTS**

1. FY2022-2023 Budget to Actual Comparison
2. Presentation

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2022/2023 BUDGET  
 June 30, 2023

ALL DEPARTMENTS SUMMARY

	Actual 6/30/2023	FY22-23 Projected	FY22-23 Budget	Variance (Over)/Under	Percent Complete
<b>Water Revenue</b>					
Water Program Revenue	\$ 695,583	\$ 695,583	\$ 674,277	\$ (21,307)	103%
Water General Revenue	55,474	55,474	36,713	\$ (18,761)	151%
<i>Total Water Revenue</i>	<u>\$ 751,058</u>	<u>\$ 751,058</u>	<u>\$ 710,990</u>	<u>\$ (40,068)</u>	<u>106%</u>
<b>Wastewater Revenue</b>					
Wastewater Program Revenue	\$ 2,881,681	\$ 2,881,682	\$ 2,759,632	\$ (122,050)	104%
Wastewater General Revenue	433,252	433,253	437,785	\$ 4,532	99%
<i>Total Wastewater Revenue</i>	<u>\$ 3,314,934</u>	<u>\$ 3,314,934</u>	<u>\$ 3,197,417</u>	<u>\$ (117,517)</u>	<u>104%</u>
<b>Administration Revenue</b>					
Admin Program Revenue	\$ -	\$ -	\$ -	\$ -	
Admin General Revenue	8,397	8,397	6,500	\$ (1,897)	129%
<i>Total Administration Revenue</i>	<u>\$ 8,397</u>	<u>\$ 8,397</u>	<u>\$ 6,500</u>	<u>\$ (1,897)</u>	<u>129%</u>
<b>Total Revenues</b>	<b>\$ 4,074,389</b>	<b>\$ 4,074,389</b>	<b>\$ 3,914,907</b>	<b>\$ (159,483)</b>	<b>104%</b>
<b>Water Expenses</b>					
Salaries and Benefits	\$ 191,264	\$ 198,939	\$ 186,679	\$ (12,260)	107%
Materials, Supplies, Services	260,462	260,462	248,915	(11,547)	105%
Debt Service	38,157	38,158	39,843	1,685	96%
Capital Equipment	12,857	12,857	12,001	(856)	107%
Capital Projects	-	-	32,473	32,473	0%
<i>Total Water Expenses</i>	<u>\$ 502,741</u>	<u>\$ 510,416</u>	<u>\$ 519,911</u>	<u>\$ 9,495</u>	<u>98%</u>
<b>Wastewater Expenses</b>					
Salaries and Benefits	\$ 692,205	\$ 717,522	\$ 661,855	\$ (55,667)	108%
Materials, Supplies, Services	1,092,575	1,092,574	1,070,834	\$ (21,740)	102%
Debt Service	740,150	740,150	739,441	\$ (709)	100%
Capital Equipment	73,051	73,051	74,895	\$ 1,844	98%
Capital Projects	-	-	90,678	\$ 90,678	0%
<i>Total Wastewater Expenses</i>	<u>\$ 2,597,981</u>	<u>\$ 2,623,297</u>	<u>\$ 2,637,703</u>	<u>\$ 14,406</u>	<u>99%</u>
<b>Admin Expenses</b>					
Salaries and Benefits	\$ 376,206	\$ 403,022	\$ 388,470	\$ (14,552)	104%
Board Expenses	70,799	70,799	67,907	(2,892)	104%
Materials, Supplies, Services	212,087	212,576	226,606	14,030	94%
Debt Service	-	-	-	-	
Capital Equipment	-	-	-	-	
Capital Projects	-	-	-	-	
<i>Total Admin Expenses</i>	<u>\$ 659,093</u>	<u>\$ 686,397</u>	<u>\$ 682,983</u>	<u>\$ (3,414)</u>	<u>100%</u>
<b>Total Expenses</b>	<b>\$ 3,759,814</b>	<b>\$ 3,820,110</b>	<b>\$ 3,840,596</b>	<b>\$ 20,486</b>	<b>99%</b>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2022/2023 BUDGET  
 June 30, 2023

WATER SUMMARY

	Actual 6/30/2023	FY22-23 Projected	FY22-23 Budget	Variance (Over)/Under	Percent Complete
<b>Program Revenue</b>					
Water fees	\$ 632,511	\$ 632,511	\$ 622,878	\$ (9,633)	102%
Connection fees	11,900	11,900	-	\$ (11,900)	
Recycled water sales			-	\$ -	
Big Bend Service Fees	30,400	\$ 30,400	30,627	\$ 227	99%
Big Bend Assessment	\$ 20,772	\$ 20,772	\$ 20,772	\$ (0)	
<i>Total Program Revenue</i>	<u>\$ 695,583</u>	<u>\$ 695,583</u>	<u>\$ 674,277</u>	<u>\$ (21,307)</u>	<u>103%</u>
<b>General Revenues</b>					
Property tax	\$ 34,758	\$ 34,758	\$ 30,213	\$ (4,545)	115%
Grants	\$ 20,716	20,716	6,500	\$ (14,216)	319%
<i>Total General Revenues</i>	<u>\$ 55,474</u>	<u>\$ 55,474</u>	<u>\$ 36,713</u>	<u>\$ (18,761)</u>	<u>151%</u>
<b>Total Revenues</b>	<b>\$ 751,058</b>	<b>\$ 751,058</b>	<b>\$ 710,990</b>	<b>\$ (40,068)</b>	<b>106%</b>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2022/2023 BUDGET  
 June 30, 2023

WATER SUMMARY

	Actual 6/30/2023	FY22-23 Projected	FY22-23 Budget	Variance (Over)/Under	Percent Complete
<b>Expenses</b>					
Salaries	\$ 124,566	\$ 124,566	\$ 123,158	\$ (1,408)	101%
Overtime	\$ 18,068	\$ 18,068	\$ 8,611	\$ (9,457)	210%
Medical/Dental/Life Insurance	\$ 29,288	\$ 29,288	\$ 25,633	\$ (3,655)	114%
Long Term Disability	\$ 1,506	\$ 1,506	\$ 1,550	\$ 44	97%
Retirement	\$ -	\$ 6,883	\$ 6,883	\$ -	0%
Clothing Allowance	\$ -	\$ 792	\$ 792	\$ -	0%
Payroll Tax	\$ 11,313	\$ 11,313	\$ 10,663	\$ (650)	106%
W/C Insurance	\$ 6,523	\$ 6,523	\$ 9,389	\$ 2,866	69%
<i>Salaries &amp; Benefits</i>	<i>\$ 191,264</i>	<i>\$ 198,939</i>	<i>\$ 186,679</i>	<i>\$ (12,260)</i>	<i>102%</i>
Professional fees	\$ 36,750	36,750	73,000	\$ 36,250	50%
Dues and subscriptions	\$ -	-	680	\$ 680	0%
Fees, permits, certifications, leases	\$ 14,747	14,747	14,680	\$ (67)	100%
Training, education, travel	\$ 800	800	1,000	\$ 200	80%
Travel	\$ -	-	-	\$ -	
Insurance	\$ 40,429	40,429	40,429	\$ 0	100%
Office supplies and miscellaneous	\$ -	-	550	\$ 550	0%
Utilities, communications, telemetry	\$ 60,801	60,801	48,470	\$ (12,332)	125%
Chemicals and lab supplies	\$ 62,938	62,938	22,800	\$ (40,138)	276%
Laboratory testing	\$ 1,015	1,015	2,020	\$ 1,005	50%
Equipment maintenance and repair	\$ 13,040	13,040	5,600	\$ (7,440)	233%
Small equipment and rental	\$ -	-	2,820	\$ 2,820	0%
Interest expense	\$ -	-	-	\$ -	
Operating supplies	\$ 610	610	3,380	\$ 2,770	18%
Vehicle maintenance, repair, fuel	\$ 3,887	3,887	9,106	\$ 5,219	43%
Facility maintenance and repair	\$ 25,445	25,445	24,380	\$ (1,065)	104%
<i>Materials, Supplies, Services</i>	<i>\$ 260,462</i>	<i>\$ 260,462</i>	<i>\$ 248,915</i>	<i>\$ (11,547)</i>	<i>105%</i>
Angela WTP Loan P&I	\$ 18,187	\$ 18,188	\$ 18,188	\$ -	100%
Big Bend Debt Service	\$ 19,970	19,970	21,655	\$ 1,685	92%
<i>Debt Service</i>	<i>\$ 38,157</i>	<i>\$ 38,158</i>	<i>\$ 39,843</i>	<i>\$ 1,685</i>	<i>96%</i>
Capital Equipment	\$ 12,857	\$ 12,857	\$ 12,001	\$ (856)	107%
Capital Projects	\$ -	-	32,473	\$ 32,473	0%
<b>Total Expenses</b>	<b>\$ 502,741</b>	<b>\$ 510,416</b>	<b>\$ 519,911</b>	<b>\$ 9,495</b>	<b>97%</b>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2022/2023 BUDGET  
 June 30, 2023

SEWER SUMMARY

	Actual 6/30/2023	FY22-23 Projected	FY22-23 Budget	Variance (Over)/Under	Percent Complete
<b>Program Revenue</b>					
Sewer rates	\$ 472,582	\$ 472,582	\$ 459,844	\$ (12,738)	103%
Connection fees	10,123	10,123		\$ (10,123)	
<i>Total Program Revenue</i>	<u>\$ 482,705</u>	<u>\$ 482,705</u>	<u>\$ 459,844</u>	<u>\$ (22,861)</u>	<u>105%</u>
<b>General Revenues</b>					
Property tax	\$ 22,798	\$ 22,798	\$ 20,353	\$ (2,445)	112%
Other	\$ 29,812	29,813	27,388	\$ (2,425)	109%
<i>Total General Revenues</i>	<u>\$ 52,610</u>	<u>\$ 52,611</u>	<u>\$ 47,741</u>	<u>\$ (4,870)</u>	<u>110%</u>
<b>Total Revenues</b>	<b>\$ 535,315</b>	<b>\$ 535,315</b>	<b>\$ 507,585</b>	<b>\$ (27,730)</b>	<b>105%</b>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2022/2023 BUDGET  
 June 30, 2023

SEWER SUMMARY

	Actual 6/30/2023	FY22-23 Projected	FY22-23 Budget	Variance (Over)/Under	Percent Complete
<b>Expenses</b>					
Salaries	\$ 105,744	\$ 105,744	\$ 103,565	\$ (2,179)	102%
Overtime	\$ 15,194	\$ 15,194	\$ 7,241	\$ (7,953)	210%
Medical/Dental/Life Insurance	\$ 23,131	\$ 23,131	\$ 21,555	\$ (1,576)	107%
Long Term Disability	\$ 1,266	\$ 1,266	\$ 1,303	\$ 37	97%
Retirement	\$ -	5,788	\$ 5,788	\$ -	0%
Clothing Allowance	\$ -	666	\$ 666	\$ -	0%
Payroll Tax	\$ 9,705	\$ 9,705	\$ 8,966	\$ (739)	108%
W/C Insurance	\$ 7,135	\$ 7,135	\$ 7,895	\$ 760	90%
<i>Salaries &amp; Benefits</i>	\$ 162,175	\$ 168,629	\$ 156,979	\$ (11,650)	103%
Professional fees	\$ 912	912	-	\$ (912)	
Dues and subscriptions	\$ -	-	-	\$ -	
Fees, permits, certifications, leases	\$ 351	351	3,460	\$ 3,109	10%
Training, education, travel	\$ -	-	300	\$ 300	0%
Travel	\$ -	-	-	\$ -	
Insurance	\$ 33,997	33,997	33,997	\$ -	100%
Office supplies and miscellaneous	\$ 186	186	550	\$ 364	34%
Utilities, communications, telemetry	\$ 29,743	29,743	30,293	\$ 550	98%
Chemicals and lab supplies	\$ -	-	500	\$ 500	0%
Laboratory testing	\$ -	-	-	\$ -	
Equipment maintenance and repair	\$ -	-	1,600	\$ 1,600	0%
Small equipment and rental	\$ -	-	-	\$ -	
Infiltration and inflow program	\$ 18,501	18,501	18,500	\$ (1)	100%
Operating supplies	\$ 1,586	1,586	3,500	\$ 1,914	45%
Vehicle maintenance, repair, fuel	\$ 12,353	12,353	19,026	\$ 6,673	65%
Facility maintenance and repair	\$ 4,465	4,465	2,000	\$ (2,465)	223%
<i>Materials, Supplies, Services</i>	\$ 102,095	\$ 102,094	\$ 113,726	\$ 11,632	90%
Interest	\$ -	-	\$ -		
Long Term Debt	\$ -	-	-		
<i>Debt Service</i>	\$ -	\$ -	\$ -		
Capital Equipment	\$ 855	\$ 855	\$ 1,263	\$ 408	68%
Capital Projects	\$ -	-	90,678	\$ 90,678	0%
<b>Total Expenses</b>	<b>\$ 265,126</b>	<b>\$ 271,578</b>	<b>\$ 362,646</b>	<b>\$ 91,068</b>	<b>73%</b>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2022/2023 BUDGET  
 June 30, 2023

WASTEWATER TREATMENT PLANT SUMMARY

	Actual 6/30/2023	FY22-23 Projected	FY22-23 Budget	Variance (Over)/Under	Percent Complete
<b>Program Revenue</b>					
Sewer rates	\$ 1,416,354	\$ 1,416,354	\$ 1,456,174	\$ 39,820	97%
Recycled Water Sales	45,203	\$ 45,203	\$ 50,000	\$ 4,797	90%
Connection fees	-		\$ -	\$ -	
Non CFD Revenue for WWTP Loan	\$ 294,733	\$ 294,733	\$ 281,044	\$ (13,689)	105%
Sierra Lakes Service	\$ 642,687	\$ 642,687	\$ 512,570	\$ (130,117)	125%
<i>Total Program Revenue</i>	<u>\$ 2,398,977</u>	<u>\$ 2,398,977</u>	<u>\$ 2,299,788</u>	<u>\$ (99,189)</u>	<u>104%</u>
<b>General Revenues</b>					
Property tax	100,435	100,435	86,767	\$ (13,668)	116%
CFD Revenue for WWTP Loan	\$ 280,207	\$ 280,207	\$ 282,392	\$ 2,185	99%
Other income (SLCWD Capital)	-	-	20,885	\$ 20,885	0%
<i>Total General Revenues</i>	<u>\$ 380,642</u>	<u>\$ 380,642</u>	<u>\$ 390,044</u>	<u>\$ 9,402</u>	<u>98%</u>
<b>Total Revenues</b>	<b>\$ 2,779,619</b>	<b>\$ 2,779,619</b>	<b>\$ 2,689,832</b>	<b>\$ (89,787)</b>	<b>103%</b>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2022/2023 BUDGET  
 June 30, 2023

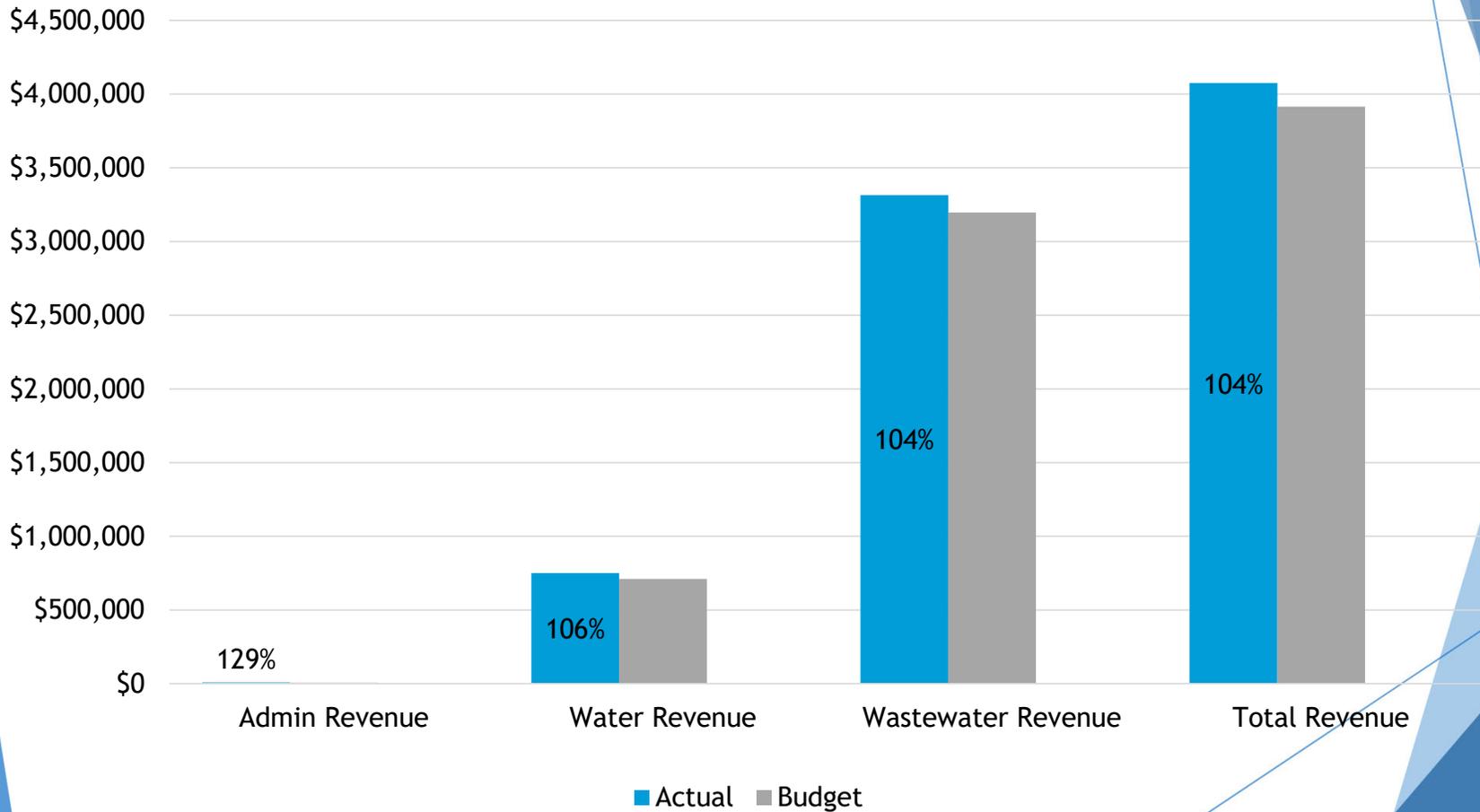
WASTEWATER TREATMENT PLANT SUMMARY

	Actual 6/30/2023	FY22-23 Projected	FY22-23 Budget	Variance (Over)/Under	Percent Complete
<b>Expenses</b>					
Salaries	\$ 340,096	\$ 340,096	\$ 333,086	\$ (7,010)	102%
Overtime	\$ 48,866	\$ 48,866	\$ 23,289	\$ (25,578)	210%
Medical/Dental/Life Insurance	\$ 74,518	\$ 74,518	\$ 69,325	\$ (5,193)	107%
Long Term Disability	\$ 4,073	\$ 4,322	\$ 4,192	\$ (130)	97%
Retirement	\$ -	\$ 18,614	\$ 18,614	\$ -	0%
Clothing Allowance	\$ 2,723	\$ 2,723	\$ 2,142	\$ (581)	127%
Payroll Tax	\$ 31,213	\$ 31,213	\$ 28,837	\$ (2,376)	108%
W/C Insurance	\$ 28,541	\$ 28,541	\$ 25,392	\$ (3,149)	112%
<i>Salaries &amp; Benefits</i>	\$ 530,029	\$ 548,893	\$ 504,876	\$ (44,017)	105%
Professional fees	\$ 51,482	51,482	42,070	\$ (9,412)	122%
Dues and subscriptions	\$ 2,642	2,642	1,200	\$ (1,442)	220%
Fees, permits, certifications, leases	\$ 28,024	28,024	16,600	\$ (11,424)	169%
Training, education, travel	\$ 4,646	4,646	2,800	\$ (1,846)	166%
Insurance	\$ 109,343	109,343	109,343	\$ (0)	100%
Office supplies and miscellaneous	\$ 1,753	1,753	500	\$ (1,253)	351%
Utilities, communications, telemetry	\$ 507,802	507,802	429,390	\$ (78,412)	118%
Chemicals and lab supplies	\$ 133,528	133,528	172,406	\$ 38,878	77%
Laboratory testing	\$ 50,202	50,202	45,840	\$ (4,362)	110%
Equipment maintenance and repair	\$ 26,261	26,261	61,034	\$ 34,773	43%
Small equipment and rental	\$ 927	927	6,340	\$ 5,413	15%
Sludge removal	\$ 28,062	28,062	14,510	\$ (13,552)	193%
Operating supplies	\$ 243	243	2,100	\$ 1,857	12%
Vehicle maintenance, repair, fuel	\$ 16,532	16,532	9,300	\$ (7,232)	178%
Facility maintenance and repair	\$ 29,033	29,033	43,675	\$ 14,642	66%
<i>Materials, Supplies, Services</i>	\$ 990,479	\$ 990,480	\$ 957,108	\$ (33,372)	103%
Long Term Debt	\$ 719,191	\$ 719,191	719,191	\$ -	100%
Land Lease	\$ 20,959	20,959	20,250	\$ (709)	104%
<i>Debt Service</i>	\$ 740,150	\$ 740,150	\$ 739,441	\$ (709)	100%
Capital Equipment	\$ 72,196	\$ 72,196	\$ 73,632	\$ 1,436	98%
Capital Projects	\$ -	-	-	\$ -	
<b>Total Expenses</b>	<b>\$ 2,332,855</b>	<b>\$ 2,351,719</b>	<b>\$ 2,275,057</b>	<b>\$ (76,662)</b>	<b>103%</b>

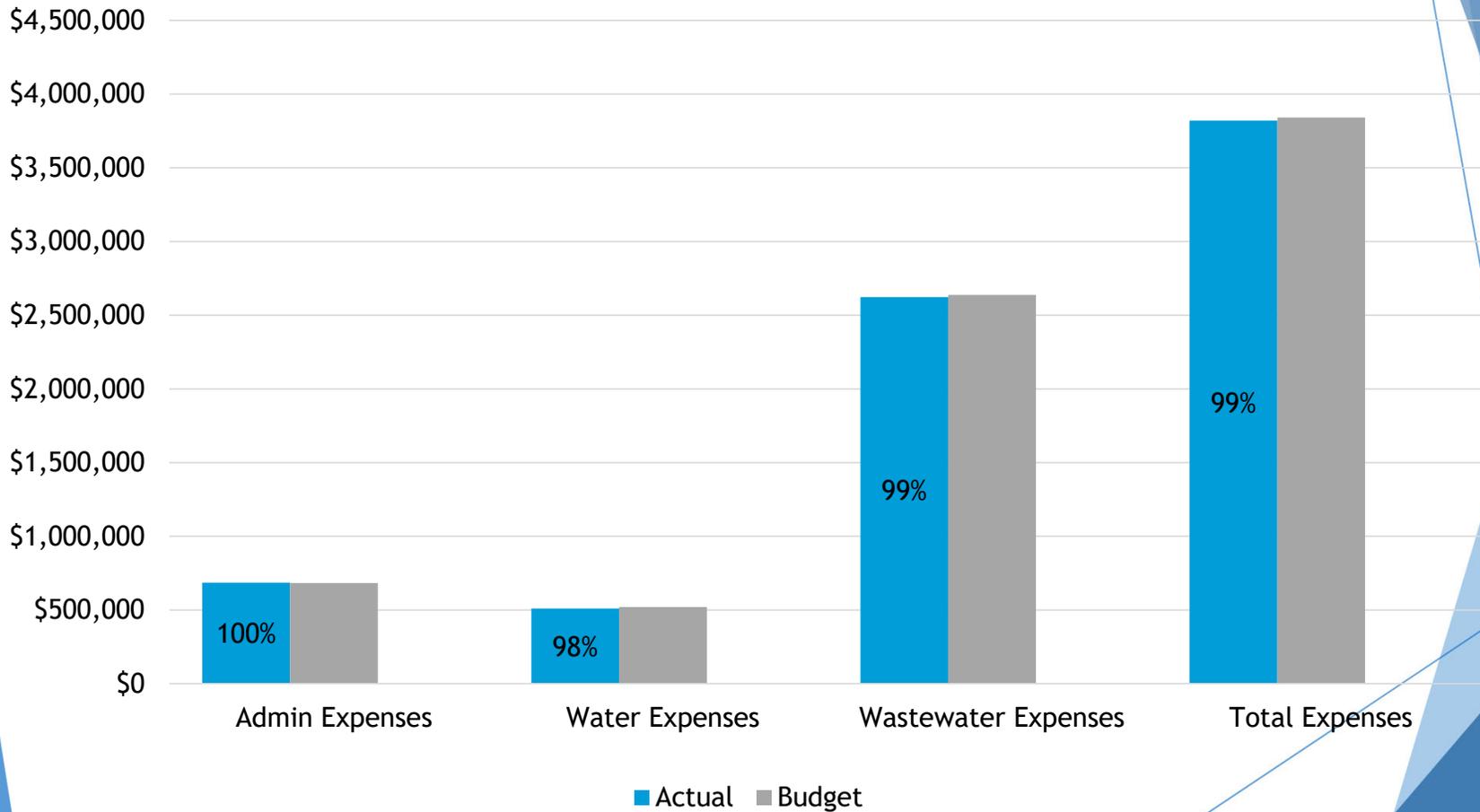
# YEAR END FY2022-2023 BUDGET TO ACTUAL COMPARISON

Steven Palmer, General Manager  
**Donner Summit Public Utility District**  
August 15, 2023

# Budget to Actual - Revenue



# Budget to Actual - Expenses



# Analysis

- Total Revenue exceedance of 4% (\$159,483)
  - Placer County Water Agency FAP Grant
  - SLCWD Contributions
- Total Expense underbudget by 1% (\$20,486)
  - Utilities - over by 18% (\$66,000)
  - Offset by deferring capital improvements

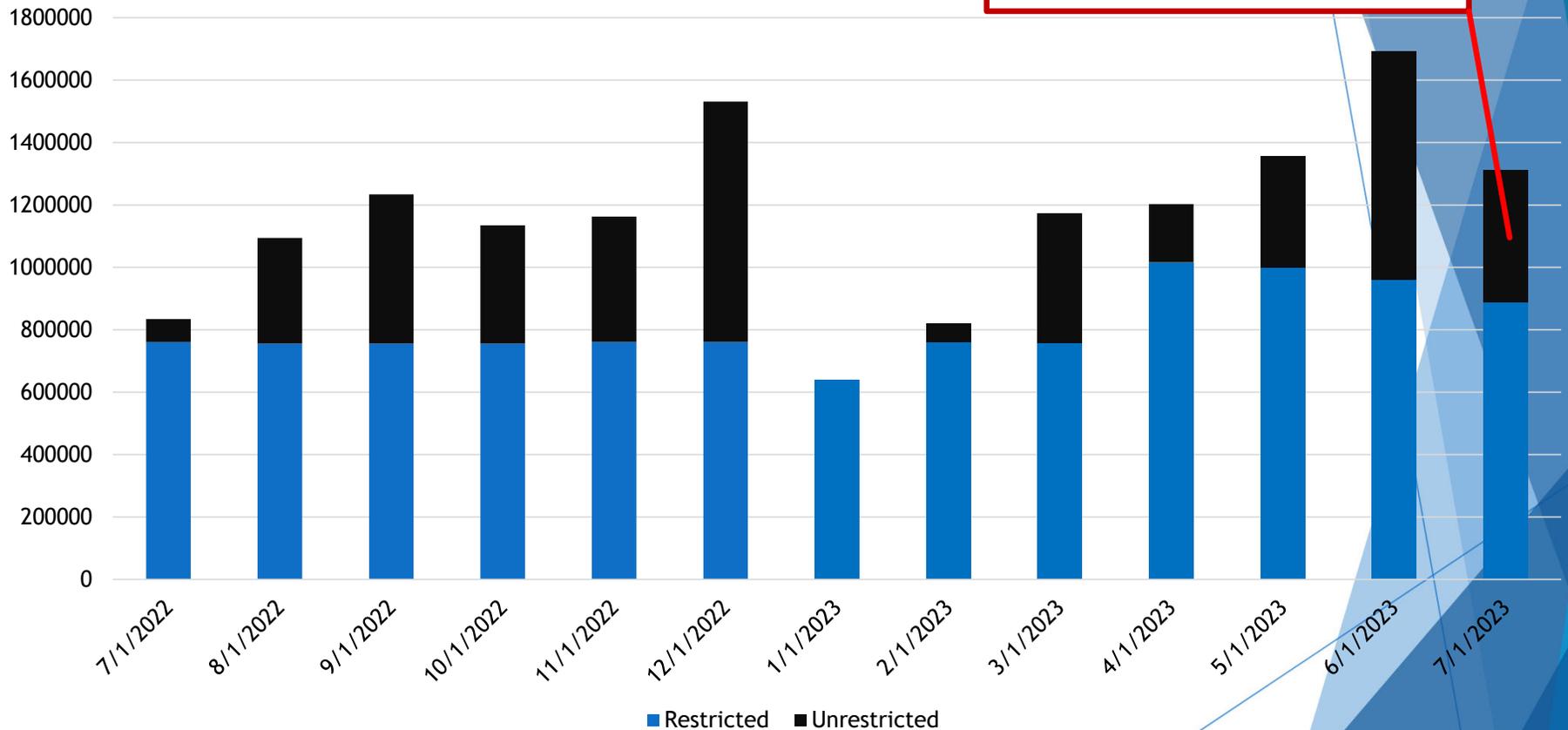
# Fiscal Impact

- Budget
  - Revenues exceed expenses by \$74,310
- Actual
  - Revenues exceed expenses by \$254,279
- Unrestricted cash increase
  - July 1, 2023 - \$432,142

# Fiscal Impact

## CASH BALANCE

**6/30/2023**  
\$286k Projected Unrestricted  
\$423k Actual Unrestricted



## Agenda Item: 8A



## STAFF REPORT

**TO:** Board of Directors

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

**SUBJECT:** Declare the Tucker Sno-Cat as Surplus, Authorize Sale at Auction, and Approve Rental of Snow Removal Equipment

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### **RECOMMENDATION**

Adopt a resolution declaring the Tucker Sno-Cat as surplus, authorizing its sale at auction, and approving the rental of snow removal equipment.

### **BACKGROUND**

The Tucker Sno-Cat 2007 Model 2000B was purchased used in 2017 to provide a way to access District facilities in the winter when access roads are covered with snow. This vehicle worked well when staff could hire contractors to move snow or pack the access roads prior to using the snow cat. Over the years, contractors available for this type of snow removal have disappeared from the summit. As a result, staff started using the Sno-Cat to move snow and pack the access roads. The Sno-Cat was not designed for that type of use and is quickly becoming worn and requiring increased maintenance. For example, the master cylinder has been replaced twice, snow blade has been broken and replaced, the tracks have been replaced, and the frame has been welded to reinforce weak spots. If the District continues to use the Sno-Cat, more repairs of that nature will be needed soon.

After the historic snow fall that the District experienced this past winter staff considered other options and developed a plan to sell the Tucker Sno-Cat, rent appropriate snow removal equipment, and purchase a new utility vehicle to use in the winter. Board approval is required for several of these activities.

### **DISCUSSION**

#### **Declare Tucker Sno-Cat as Surplus and Authorize Sale at Auction**

Staff has contacted JJ Kane Auction in Dixon, California regarding sale of the Tucker Sno-Cat and they have estimated a sale price in the range of \$50,000. JJ Kane Auction charges 5% of the sale price as their fee, and the District is responsible for transporting the Sno-Cat to the auction site in Dixon. The auction agreement is included as Attachment 1. The General Manager requests that the Board declare the snow cat as surplus and authorize the sale through auction at JJ Kane Auction.

#### **Approve Rental of Snow Removal Equipment**

Staff researched snow removal equipment and rental companies to find equipment meeting District needs in the local area. The recommended equipment to clear District access roads is a PistenBully 100, 822 Generation Snowcat or similar. This type of equipment is only available from Ski Cat Snowcat Rentals in Piedmont California. Ski Cat provided the quote included as

Attachment 2, which totals \$48,800 for five (5) months. The Procurement and Purchasing Policy states that the Board can approve a sole source purchase for this amount if it makes the findings that formal bidding would not provide an advantage and would therefore be undesirable, impractical, or impossible. The General Manager requests that the Board waive formal bidding and approve rental of the PistenBully 100 from Ski Cat Snowcat Rentals.

The Board may adopt the attached two resolutions, declaring the Tucker Sno-Cat as surplus and authorizing sale of the Sno-Cat auction; and the other waiving formal bidding and approving the rental of the PistenBully 100 from Ski Cat Snowcat Rentals for \$48,800.

**FISCAL IMPACT**

The adopted Fiscal Year 2023/2024 Operating Budget includes estimated revenue of \$50,000 from the sale of the Tucker Sno-Cat, and an expense of \$40,000 for the snow removal equipment rental. The actual cost of the snow removal equipment rental exceeds the budgeted amount by \$8,800. Since it is still early in the fiscal year, expenses might be managed to accommodate this increase. The budget and need for an increase will be evaluated at mid-year.

**CEQA ASSESSMENT**

This is not a CEQA Project

**ATTACHMENTS**

1. Auction Agreement
2. Rental Proposal
3. Resolution 2023-16 Declaring Surplus and Authorizing Sale
4. Resolution 2023-17 Waive Formal Bidding and Approve Rental



Contact: Justin Vosburgh  
Seller Name: Donner Summit PUD  
Express Mail Address (No P.O. Boxes): 53823 Sherritt Lane Soda Springs Ca. 95728

Phone: 1-530-426-9144  
Fax:  
Email: jvosburgh@dspud.com

**Date Emailed To Seller:** 8/7/2023

This agreement (this "Agreement"), effective as of August 7, 2023, is by and among Donner Summit PUD (hereinafter called "Seller"), J.J. Kane Exchange, LLC ("Exchange"), and J.J. Kane Associates Inc. d/b/a "J.J. Kane Auctioneers," "Ken Porter Auctions" and "First Capitol Auction" ("Associates" and, together with Exchange, hereinafter called "Auctioneer"), acting as agent for Seller. Seller and Auctioneer, intending to be legally bound, hereby agree as follows:

- 1) **Term and Termination.** The term of this Agreement shall begin on the date hereof and shall continue until terminated by either party hereto. Either party hereto may terminate this Agreement at any time upon 60 days' prior written notice to the other party. Upon termination of this Agreement, Auctioneer shall provide written notice to Seller describing any unsold Auction Items (defined below) and, unless otherwise mutually agreed to by the parties hereto, Auctioneer shall be permitted to attempt to sell such Auction Items at auction for an additional 60 days following the effective date of the termination of this Agreement. At the end of such additional 60 day period, any unsold Auction Items will be released to Seller; provided, that Seller shall be required to reimburse Auctioneer for any and all expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning, and other related costs of preparing such unsold Auction Items for sale prior to Auctioneer's release of such Auction Items to Seller.
- 2) **Engagement.**
  - a) Seller hereby engages Auctioneer to facilitate the sale at public absolute auction sale Seller's property identified by Seller (the "Auction Item"), excluding any chemicals, hazardous materials or other environmentally unsafe equipment or materials unless mutually agreed upon in writing by Seller and Auctioneer.
  - i) Seller shall be responsible for clean-up/disposal of petroleum products/chemical spills coming from Auction Items that are offered for sale under this Agreement. The prompt and proper clean-up of any spills, leaks or other releases of petroleum or chemical substances and materials will be performed in accordance with all applicable federal, state and local laws and regulations. Seller acknowledges and agrees that in the event a spill has occurred, notification by Auctioneer to certain federal, state and/or local agencies may be required. Seller shall be responsible for all costs resulting in the clean-up of any spills/leaks or other releases of petroleum or chemical spills in accordance with any applicable laws and regulations. All clean-up/proper disposal costs will be billed back to Seller and deducted from Seller's sale proceeds. If said proceeds do not cover the total cost of spill cleanup/disposal, Seller will be billed the difference and Auctioneer shall be paid within 10 business days of dated invoice. The obligations set forth in this Section 2 shall survive the termination or expiration of this Agreement.

- b) Seller hereby acknowledges and agrees that any auction conducted over the internet via online bidding will be conducted by Exchange and any applicable third party internet auction platform.
  - c) Auctioneer may, in its sole discretion, accept or reject any Auction Items proposed for auction sale by Seller.
- 3) Auctioneer Personnel. Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale contemplated by this Agreement. Auctioneer shall employ qualified personnel to perform these jobs and shall perform the engagement contemplated by this Agreement in a professional and skilled manner.
- 4) As-Is & Where-Is Auction Sales.
- a) Auction Items will be offered for sale individually, or in the case of small miscellaneous items sold in lots as determined by Auctioneer. All Auction Items will be sold on an “As-Is Where-Is” basis without any warranties of any kind, expressed or implied.
  - b) Seller agrees to disclose to Auctioneer any known defects or faults with Auction Items prior to listing such Auction Items with Auctioneer for sale.
  - c) In the case that a known defect or condition of any Auction Item is not disclosed by Seller to Auctioneer prior to listing, Auctioneers shall have the right, in its sole discretion, to declare such Auction Item a “No Sale” in which case Seller shall retain possession of such Auction Item and reimburse Auctioneer for any and all costs and expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning and sale preparation of such Auction Item.
  - d) In accordance with applicable state and federal emissions regulations, Seller shall notify Auctioneer of any alterations of OEM emission systems that have occurred on vehicle or equipment Auction Items (e.g., dpf, def, system deletes or other engine control software or hardware alterations not approved by OEM).
- 5) Marketable Title.
- a) Seller specifically represents and warrants to Auctioneer that Seller is the sole owner of, and has good, valid and marketable title to, all of the Auction Items to be sold by Auctioneer pursuant to this Agreement, free and clear of any liens, security interests, mortgages, debts or other encumbrances or restrictions of any kind not otherwise disclosed in writing by Seller to Auctioneer on or prior to the date of this Agreement. Seller further represents and warrants that there are no outstanding judgments or liens against Seller and that there are no legal actions, claims or proceedings pending or, to the knowledge of Seller, threatened against or adversely affecting Seller whatsoever which in any way would hinder, prevent or otherwise affect Seller’s or Auctioneer’s right or ability to sell the Auction Items at auction sale.
  - b) Seller acknowledges and agrees that Auctioneer may elect to conduct UCC lien searches on any Auction Items deemed necessary by Auctioneer, in its sole discretion. Seller shall be responsible for the cost of any such lien searches payable in accordance with Section 11(c) below.
  - c) Seller agrees to deliver, upon Auctioneer’s request, any documents, certificates, proofs of ownership or titles that may be required to effectively deliver and convey title to the Auction Items sold by Auctioneer pursuant to this Agreement.
  - d) In the case that there is a delay in the new purchaser receiving a free and clear title to any vehicle or trailer Auction Items sold hereunder, the net proceeds from the sale will be held by Auctioneer until a free and clear title is delivered to the purchaser; provided, that, at the election of Auctioneer, in its sole discretion, the applicable Auction Item may be withdrawn from the auction sale and remain Seller’s property.
  - e) Seller acknowledges and agrees that, although Auctioneer guarantees free and clear title to the purchaser of each Auction Item and Auctioneer will use its commercially reasonable best efforts to obtain and convey such title in accordance with applicable law, Auctioneer shall in no way be responsible for any losses, damages, costs, expenses or fees (including, without limitation,

attorneys' fees) arising out of or relating to any delay in obtaining and/or conveying free and clear title to the purchaser of any Auction Item sold hereunder.

- f) Seller acknowledges and agrees that, if requested, Auctioneer may provide the name of Seller to the applicable purchaser of any vehicle Auction Item sold hereunder.
- g) If Seller is a motor vehicle dealer, Seller's dealer state & dealer number are as follows: (list dealer state & dealer number): \_\_\_\_\_.
- h) The obligations set forth in this Section 5 shall survive the termination or expiration of this Agreement.

6) Titles On-Site.

- a) Seller agrees to deliver or cause to be delivered to Auctioneer all signed certificates of title, letters of authorization to sell vehicle Auction Items and any other related paperwork (e.g., a seller-specific bill of sale) no later than 10 days prior to the applicable auction sale.
- b) In order to comply with applicable motor vehicle rules and to enable new purchasers to assume ownership with minimal problems, a letter of authorization on Seller's letterhead must accompany all certificates of title associated with Auction Items. Set forth below is a sample letter:

To Whom It May Concern:

[SELLER NAME] hereby authorizes J.J. Kane Auctioneers to sell vehicles and/or equipment owned by \_\_\_\_\_ at the auction sale conducted on Saturday, \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_.

Sincerely,  
[SELLER NAME]  
[DATE]

You may attach additional documents here, for example, your letter of authorization and/or dealer's license. -->

- 7) Delivery of Auction Items. Unless Seller requests for Auctioneer to arrange for the pickup and transportation of any Auction Items to the applicable auction site by a third party service provider in accordance with Section 11(b) below, Seller shall deliver or cause to be delivered the Auction Items to the auction sale site no later than ten days prior to the applicable auction sale or to such other location agreed to in writing by Auctioneer. All Auction Items shall be delivered to Auctioneer in running condition (except as noted by Seller) with adequate fuel levels and a duplicate set of keys.

8) Insurance Coverage.

- a) Seller shall, at their own expense, maintain and carry in full force and effect appropriate insurance coverage on the Auction Items being sold hereunder until the day of the auction sale.
- b) Auctioneer and owner of the auction sale site property will not be responsible for any damages to Auction Items resulting from acts of nature, theft, accident and/or vandalism while such Auction Items are located at the sale site.
- c) Auctioneer shall be responsible for any loss or damage to Auction Items due to Auctioneer's willful or negligent acts or omissions.

9) Commission.

- a) Seller agrees that Auctioneer will charge the buyer of each Auction Item sold hereunder a base buyer's fee equal to 10% of the gross sale price paid for such Auction Item, subject to increase depending on the applicable (i) sales platform (e.g., live auction or internet only), (ii) type of buyer (on-site or internet) and/or (iii) Auction Item location, which shall not exceed 15% of the gross sales price paid for the Auction Item.

b) Commission - Fixed Rate

Seller agrees to pay Auctioneer a Seller's commission equal to 5% of the total gross sale price for sold Auction Items.

c) Seller agrees that, when applicable, Auctioneer may deduct its commission from the gross proceeds of the auction sale.

10) Non-Sales.

a) In the event that a successful bidder fails to pay for an Auction Item for which such bidder is designated to be the high bidder, then the applicable Auction Item will be deemed a "Non-Sale," no commission will be charged on such Auction Item and Seller will retain ownership of such Auction Item.

b) In certain instances Auctioneer may be required to refund the would-be purchaser of an Auction Item that has been deemed a "Non-Sale." In the event Seller has already received the proceeds for such a "Non-Sale" Auction Item, Auctioneer will be entitled to relist the Auction Item on Seller's behalf. Seller agrees to assist Auctioneer in obtaining all title and registration paperwork necessary to relist the Auction Item (including duplicate title). Auctioneer will not assume ownership of the Auction Item at any time. Seller agrees that Auctioneer shall be entitled to use the proceeds of any auction sale following such a relisting to recover any amounts previously refunded to the would-be purchaser, together with administrative fees and costs as may be charged or incurred by Auctioneer.

11) Reimbursed Expenses.

c) If applicable and pre-approved by Seller, Seller agrees that Auctioneer may deduct the exact cost for any additional services that Auctioneer provides Seller from the proceeds of the auction sale.

- |                                |          |
|--------------------------------|----------|
| (1) Advertising:               | \$ _____ |
| (2) Decommissioning & Washing: | \$ _____ |
| (3) Repairs:                   | \$ _____ |
| (4) Other:                     | \$ _____ |

d) If Seller requests for Auctioneer to arrange for the pickup and transportation of Auction Items by a third party service provider, Auctioneer will invoice Seller a transportation fee equal to the cost of pickup and transportation plus 10%.

e) If Auctioneer elects to conduct UCC lien searches on any Auction Items, Auctioneer will be entitled to deduct the cost of such lien searches from the gross proceeds of the auction sale or, if no sale occurs, invoice Seller for such cost.

12) Payment.

a) Auctioneer will charge and collect from the purchaser the purchase price for the Auction Items sold at the auction sale, together with all applicable taxes. Auctioneer will collect payment in full from the purchaser prior to the removal of any Auction Items from the auction site. Seller shall be responsible for the payment of all income taxes resulting from or payable in connection with the sale of the Auction Items hereunder.

b) Within 14 business days following the auction sale, Auctioneer shall to remit to Seller the net proceeds from the Auction Items sold at auction, less Auctioneer's applicable commission as outlined in Section 9 above and any expenses as outlined in Section 11 above, together with a written report listing all Auction Items sold by Auctioneer and proof of payment for expenses.

Payment shall be made by Auctioneer via electronic transfer or by a check made payable to Seller. Any proceeds check will be made payable to Seller and mailed to the same name and address of Seller set forth on the first page of this Agreement unless otherwise directed in writing by Seller.

13) Absolute Unreserved Auction Sales.

- a) Seller understands that Auctioneer conducts absolute unreserved public auction sales where each Auction Item is sold to the highest bidder regardless of price.
- b) Furthermore, Seller understands/agrees that it is illegal for Seller or any agent thereof to bid on and/or buy-back any Auction Items owned by Seller.
- c) If Seller or any agent of Seller attempts to bid on and/or buy back any of the Auction Items, Auctioneer will, at Auctioneer's discretion, choose one of the following actions:
  - (1) Pass the Auction Item currently being offered for sale along with all other Auction Items.
  - (2) Sell the Auction Item to the last "Good Faith" bidder before Seller or its agent began bidding on such Auction Item.
- d) Seller shall reimburse Auctioneer for any lost revenue, including seller's commission, buyer's fee and/or any pre-approved reimbursed expenses in the event of a "Buy Back".

14) Advertised Auction Items. At Auctioneer's discretion, in the event that Seller removes any advertised Auction Item from the auction sale, Seller agrees to pay Auctioneer a handling fee of \$500.00 for each such Auction Item that is removed from the sale.

15) Breach of Contract. In the event that Seller breaches any covenant or makes any misrepresentation in this Agreement, Seller agrees to indemnify, defend and hold Auctioneer harmless from any and all costs, expenses, damages and liabilities arising out of or relating to such breach or misrepresentation, including, without limitation, attorneys' fees and other costs incurred by Auctioneer in any action or proceeding arising out of or relating to such breach or misrepresentation. The obligations set forth in this Section 15 shall survive the termination or expiration of this Agreement.

16) Indemnification. Seller hereby agrees to indemnify, defend and hold Auctioneer and its parent, subsidiaries and affiliates and each of their respective directors, officers, employees and other representatives (collectively, "Indemnified Persons") harmless from any and all costs, expenses, damages and liabilities (including, without limitation, attorneys' fees) incurred or sustained by, or imposed upon any Indemnified Person arising out of or relating to: (a) Seller's ownership and maintenance (or lack thereof) of the Auction Items, (b) the condition of the Auction Items at time of auction, (c) the applicable purchaser's use of the Auction Items and/or any property damage or bodily injury arising therefrom, (d) any title defects or delays in delivering free and clear title to the Auction Items, (e) any breach of this Agreement by Seller, (f) any violations of applicable state and federal laws, including, without limitation, state and federal emissions laws and regulations, or (g) the enforcement of this indemnity by Auctioneer. The obligations set forth in this Section 16 shall survive the termination or expiration of this Agreement.

17) Entire Agreement; Headings.

- a) This Agreement contains the entire agreement between the parties and there are no other terms, obligations or representations, written or oral, other than those contained in this Agreement. This Agreement may be modified only by a further writing that is duly executed by both parties.
- b) Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

18) Digger Derricks and Aerial Devices.

- a) Section 18(b) below shall apply to digger derricks and the following vehicle-mounted aerial devices (hereinafter referred to as an “aerial device”) sold as Auction Items hereunder:
- (1) Extensible boom aerial devices;
  - (2) Aerial ladders;
  - (3) Articulating boom aerial devices;
  - (4) Vertical towers; and
  - (5) A vehicle or other combination of any of the above, which vehicle may be a truck, a trailer, or an all-terrain vehicle.
- b) Seller acknowledges and agrees that it shall be the sole and exclusive responsibility of Seller to provide Auctioneer with, and Seller shall provide to Auctioneer, all of the operations, maintenance and manufacturer’s manual(s) (collectively, “Manuals”) for each digger derrick or aerial device to be auctioned by Auctioneer hereunder and that such responsibility shall continue in perpetuity notwithstanding Auctioneer’s auction of the corresponding digger derrick or aerial device for Seller. In the event Seller does not provide all Manuals for each digger derrick or aerial device to Auctioneer, Auctioneer shall, in its own discretion, refuse to auction the associated digger derrick or aerial device until such time as the Manuals have been provided by Seller to Auctioneer. Auctioneer may notify Seller of the name and location of the successful purchaser of a digger derrick or aerial device within a reasonable time following completion of the sale. Seller hereby acknowledges its responsibilities in accordance with American National Standards Institute A92.2-2009 (including, without limitation, Section 8.7 thereof) and A10-31 in full, including, without limitation, section 8.7 thereof. Seller hereby acknowledges and agrees that failure by Seller to provide all Manuals for any digger derrick or aerial device sold at public auction hereunder shall be deemed a breach of Section 15 above for which Auctioneer shall be entitled to indemnification pursuant to Section 16 above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**SELLER:**

Donner Summit PUD  
\_\_\_\_\_  
(Seller Name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSOCIATES:**

J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers

DocuSigned by:  
By: Mat Smith  
9E665F1DCCE148E...

Name: Mat Smith

Title: Account Manager

Account Manager:  
Upload Documents  
for seller.

**EXCHANGE:**

J.J. Kane Exchange, LLC

DocuSigned by:  
By: Mat Smith  
9E665F1DCCE148E...

Name: Mat Smith

Title: Account Manager

**Revised: 11/04/2020**



## Authorization for Automatic Deposits *Available for US Suppliers Only*

JJ Kane would like to offer you the opportunity of having payments deposited directly into your company's account. Electronic deposit of your payment helps to eliminate mail fraud as well as cost reduction for both the supplier/customer and JJ Kane. This process is a company-wide initiative that needs your cooperation. Please complete the attached form and return to Corporate AP for processing.

Please note the following details:

- ❖ If your company has multiple pay sites, it will be necessary to complete ***one form for each pay site***. Be sure to include only ***one email address per pay site*** for remittance information.
- ❖ You will immediately begin receiving an Email Remittance notification for each payment created by Corporate AP.
- ❖ ***After set up, you will receive a zero payment in your account. This is the Pre-Note confirmation indicating validation of your bank account and routing (ABA) number.***
- ❖ All invoices submitted to JJ Kane after your ACH enrollment date will be paid by ACH. Invoices received prior to ACH set up and confirmation will pay by check.
- ❖ Please allow 2-3 weeks after returning the forms to JJ Kane for set up in our system.

### Information may be returned to JJ Kane by methods listed below:

#### 1. MAIL-

JJ Kane Auctioneers  
Accounts Payable  
33 Inverness Center Parkway, Ste 350  
Birmingham, Alabama 35242  
Attn: Supplier Database

#### 2. EMAIL- *must be in PDF format*

Email to: [APSupplierCommunications@altec.com](mailto:APSupplierCommunications@altec.com)  
Subject line: ACH Enrollment

We at JJ Kane appreciate the opportunity of working with you and look forward to our continued relationship.

Thank You

JJ Kane Auctioneers



CORPORATE ACCOUNTS PAYABLE

## Authorization Agreement for Automatic Deposits *Available for US Suppliers Only* (ACH Credits)

I authorize the JJ Kane, its subsidiaries and affiliated companies to initiate entries to the account indicated below as follows:

- 1) They may initiate CREDIT entries, which moves money into our account according to the schedule and other conditions agreed upon with Altec, Inc., its subsidiaries and affiliated companies.
- 2) They may initiate DEBIT entries to reverse any transactions they have originated to the account in error. **Altec, Inc., its subsidiaries and affiliated companies will notify said supplier contact in the event an error occurred prior to retrieving such funds by debit transaction.**

<b>Company Name:</b>		
<b>Account Number:</b>		
<b>Name of Depository Financial Institution:</b>		
<b>Address of Depository Financial Institution:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>

Please enter your bank's routing and transit number here, or attach a voided check.\*\*

--	--	--	--	--	--	--	--	--	--

The routing number is nine digits in length.

This authority is to remain in effect until JJ Kane, its subsidiaries and affiliated companies have received written notification of its termination and been given a reasonable opportunity to act upon it.

<b>Signed:</b>
<b>Title:</b>
<b>Date:</b>
<b>Email address for Remittance information to Account Receivable (limit one):</b>



**\*\*DO NOT USE A DEPOSIT SLIP.** Many banks print internal transaction codes instead of their routing and transit numbers on their deposit slips. Submitting an invalid routing and/or transit number will prevent your transaction from being directed to the correct bank account and may result in delay of payment application.

### **Remittance Bank Changes**

If you need to change remittance bank account information, we will not do so without additional confirmation.

Please list a contact who can authorize remittance banking information below:

Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

### **Owner**

Corporate Accounts Payable

### **Approval Authority**

Corporate Accounts Payable and Corporate Procurement

August 15, 2023  
Agenda Item: 8A  
Attachment 2



3/23/2023

Donner Summit Public Utility District  
Justin Vosburgh  
Truckee, CA  
530-386-1503  
[jvosburgh@dspud.com](mailto:jvosburgh@dspud.com)



Subject: Weekly Snowcat Rental  
Quotation: PistenBully 100  
Quote PB202324SNSL4173

Justin,

We are pleased to provide you a quote for the 2023/24 Season for a PistenBully 100 for snow management at the Donner Summit PUD location. Below is a quote for a PistenBully 100, 822 generation snowcat. We also offer a multi season lease option which provides for discounted pricing and assured availability season after season. The 822 Generation machine is an incredible advance in technology with a Tier 4/5, low emissions Cummins engine, excellent fuel economy, precision movement and controls, and many convenience features making the machine the best, safest and most reliable ever. The machine also has a 3,300 lbs. payload capacity and can tow significant loads.

Also included with the quote is the Ski Cat Company service policy for your review. Ski Cat Company provides all the scheduled maintenance and component service life for the duration of the lease allowing you to have reliable forecasts of the expense and peace of mind for mechanical breakdowns. Ski Cat Company is the largest snowcat bare rental company in the United States and works closely with PistenBully, the leading snowcat brand worldwide, to ensure customer expectations. Ski Cat Company diligently services the machines to manufacturer standards over the summer and all equipment is stored indoors ensuring its integrity and appearance. We believe you will find that Ski Cat Company provides highly reliable equipment, maintained in excellent condition and all at an exceptional value. We look forward to discussing your needs further and welcome any questions you might have.

Thanks,

*Pete Ashton*

[www.skicatcompany.com](http://www.skicatcompany.com)

[pashton@skicatcompany.com](mailto:pashton@skicatcompany.com)



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[WWW.SKICATCOMPANY.COM](http://WWW.SKICATCOMPANY.COM)



Location of use: Donner Summit, CA  
 Seasonal Lease Period: November 15 to April 15, 5 months

DESCRIPTION	LEASE MONTHLY RATE	FREIGHT / DELIVERY
<p><b>822 Generation PistenBully 100 Snowcat</b></p> <ul style="list-style-type: none"> <li>• Tier 4/5 emissions, 253 HP Cummins Engine</li> <li>• Bluetooth Stereo</li> <li>• Rear Camera</li> <li>• 2.8 meter, 12-All-Way Blade</li> <li>• 970mm / 2.8m X Tracks – Maximum flotation and traction (9’2” over width for transport, legal width available)</li> <li>• (1) PistenBully ProAcademy Online Training Operator course and machine orientation</li> </ul>	<p>\$9,100 per month based on seasonal Lease</p> <p>Deduct \$1,000 per month for Kombi Tracks</p> <p>\$40/hr for hours in excess of 100 engine hours per month</p>	<p>\$1,650.00 each way by Ski Cat</p> <p>\$0.00 Pick / Return up by Lessee as specified by Lessor Reno/ Sacramento</p>
<p><b>20’ Bumper Tow Trailer – optional</b></p> <ul style="list-style-type: none"> <li>• 2-5/16 bumper tow ball</li> <li>• RV Type Plug</li> <li>• Heavy Duty Ramps</li> <li>• CA Registered, DOT Annual Inspection compliant – requires a CDL</li> <li>• (4) Chains &amp; Binders &amp; Oversize signage and lights, if applicable</li> </ul>	<p>\$1,000 per month</p>	<p>Included above</p>

OTHER ACCESSORIES – Passenger Cabins, Cargo/Material Sleds, Over the Road Trailers, Nordic track setters and more available upon request



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**CONDITIONS** Lessor = Owner Lessee = Renter

1. Quotation is subject to the *Ski Cat Company* Lease terms; availability and price change until the time of an executed Lease; and receipt of proper insurance coverage prior to delivery. Lease extensions are subject to availability and price change until the time of a signed lease. Lease extensions may be subject to field service maintenance charges, if required to maintain periodic service schedule requirements.
2. Monthly Payments are due in full on the last business day of the preceding month. 1st full month payment is due upon lease execution. Late payments are subject to \$250 per day extra charge. Past due payments in excess of 5 days are considered nonpayment and are subject to an additional 5% monthly charge and all costs of debt collection services or legal services. Extra Hourly rate charge is only applicable during the base lease period current month.
3. Lessor is responsible for Long Term Periodic & Scheduled maintenance (Fluids, Filters and Mechanical Service Life). Machine will deliver within the periodic schedule maintenance for the lease period, but if additional hours are accumulated to the base rental hours, Lessee will make the machine available to Lessor at the discretion of Lessor.
4. Pricing does not include sales / use tax if applicable. Based on Sale Tax Collection requirements at the location of use, Ski Cat Company may be required to collect Sales Tax or the Lessee may remit directly.
5. Smoking is prohibited in all Ski Cat Company leased equipment. Cleaning charges and 1 months' rent will be assessed as a minimum cost to correct the damage.

Thank you for the opportunity to provide you with a *Ski Cat* Seasonal Lease quotation. A PistenBully snowcat provides the highest level of technology, reliability and service from the snowcat industry and *Ski Cat Company* takes great pride in the service and the premium experience delivered to our customers. We welcome your further inquiry and encourage you to secure your lease by early summer to ensure availability for the upcoming season and especially if you have particular specific requirements.



**The PistenBully 100, 822 Generation - Ideal for Nordic and Park grooming, personnel transport and general access applications.**

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## **RESPONSIBILITY OF THE LESSOR AND LESSEE**

With a bare rental, the question often comes up as to who is responsible for what. First and foremost, the Lessor (owner of the equipment) is responsible for the overall service lifespan of the equipment. That means that the components that make up the machine assembly all have a lifespan that the Lessee isn't responsible for during the lease period. Such examples are the Motor. A well-maintained diesel motor should have a lifespan of 15,000 hours or more, but at times, properly maintained equipment does fail earlier than its expected service life and that is not the burden of the Lessee. The Lessor is responsible for the machine and its components for the maintained and expected life span of those components including labor and parts to repair and replace them at the end of their undamaged life span. The Lessor however has no control over the Lessee location and conditions of use and when the machine is used, therefore the Lessee is responsible for the costs of travel, lodging and support equipment to service the machine at the Lessee's location or transport to an approved service center. If a machine requires service, it is best for the machine to be brought an approved shop for the service.

**What is normal wear and tear?** Normal wear and tear is the expected and approved consumption of a portion of the reasonably expected life span of a component when the component is used competently and with proper care. On a Snowcat, an example would be the tracks. A set of tracks can be expected to last 4000 hours and more and around the time of this hour marker, the condition of the tracks is likely to have deteriorated to a point of unreliable service. This deterioration might be worn down grousers or rubber belting that is cracking and separating. Now the service life of a component may be extended through meticulous care or light use or it may be shorter due to heavy use and mediocre care and we can't exactly determine what the service life is of hardware. But the bottom line is that tracks are just like tires on a car, over time and with each mile they wear out. The Lessor is responsible for normal and expected wear and tear of these tracks and for the expected and approved use by the Lessee. Please note that upholstery tears, broken handles and other similar issues are not normal wear and tear.

**What is damage?** Damage is the premature deterioration of a component or system caused by negligence, misuse, accident or willful neglect that abruptly shortens or terminates the service life of that component and is the responsibility of the Lessee. Examples of damage are a motor that was run out of oil and continued to operate; using the equipment in terrain that excessively reduces the lifespan of the tracks; allowing contaminants to enter the hydraulic or fuel system; or glass damage caused by falling debris. With a snowcat, common occurrences of damage are running the snowplow into an immovable object or driving the tracks on a surface that damages the grousers, tracks or tensioners. Occasionally, just like a car, operators collide with an object resulting in a body repair to restore the damage to its original condition. The worst scenario is also just like a car, when the operator doesn't take the time to check the oil levels and operates the machine subjecting it to a lack of lubrication causing failure or operating the machine when a warning light is on telling the operator that some element of the machine needs service. These types of damage are the responsibility of the Lessee. Please note that rodent nesting and gnawing at wiring is the responsibility of the Lessee.

**What maintenance is required of the Lessee?** While a machine is in the care of the Lessee, the Lessee is expected to treat the machine with care and according to the manufacturer specifications. The Lessee is also responsible for maintaining fluid levels, track tension, battery charge and condition, lubricating, stopping operation when something is not correct and servicing the items that are exposed to the conditions of the Lease. Examples of things that are the responsibility of the Lessee are tires, battery, lubricating points and hydraulic lines. These examples are common issues that are subject to the Lessee and its use. Harsh turning on certain terrain or improperly tensioned tracks can cause the tires to rupture or run off or out of the wheel guides of the tracks; Hydraulic hoses can rupture due to weather conditions, improper connection, unrepaired leaks and allowing contaminants to enter the system; and

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batteries can die due to temperature, frequency of starting and electrical demand. Hydraulic leaks must be addressed by the Lessee and the Lessor to prevent greater deterioration. With a Ski Cat snowcat, the Lessor takes many proactive and preventative measures to mitigate these issues such as using OEM hoses and inspecting them for leaks, cracking and deterioration prior to use; using solid and foam filled tires to minimize failure; and having battery's tested and within specification for use; but the Lessee and its use are responsible for these items.

‡ @ Depending on the policy of the Lessee, Insurance will likely cover Damage caused by the Lessee, but there may be a deductible that has to be covered first. Insurance may also cover a substitute machine or the cost of recovering the machine if the machine requires assistance to be towed to an area enabling it to be serviced. Check with your Insurance provider.

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Ski Cat Company, the equipment Lessor, is responsible for the repair or replacement of undamaged component service life. As the Lessor, Ski Cat Company strives to provide equipment that begins a lease period within the manufacturer's specification for service intervals and life span use. Any undamaged component that fails or requires repair during the Lease period is the responsibility of Ski Cat Company to repair or replace including and limited to parts and labor. It is the responsibility of the Lessee for the location of service and all costs associated with field servicing. These costs may include but are not limited to travel time, lodging, support equipment, clean up or temporary facilities.

During a Lease period, it is the responsibility of the Lessee to maintain the equipment according to the manufacturer's specification and consistent with reasonable care and practice for the respective equipment. This includes equipment documented inspections and checks; fluid replacement or adding; replacement of consumed items such wipers or fire extinguisher charge; hydraulic hose leaks and ruptures; tire repair and replacement; proper track tensioning; wheel guide replacement; specified lubrication; proper start up procedures; deicing; and machine cleanliness, both interior and exterior. It is the responsibility of the Lessee to immediately notify the Lessor of any warning light, safety concern, hydraulic system or motor leak, failed bearing or audible sounds not expected. Failure to stop operation of the equipment may lead to damage which is the responsibility of the Lessee. Use of the equipment without regard to ice buildup; dirt in the tracks or other detrimental considerations may result in damage at the expense of the Lessee. Any form of structural damage to any component is considered the responsibility of the lessee.

In the event of any damage, regardless of cause, the Lessee is required to promptly notify the Ski Cat Company Lessor. Ski Cat Company will collaborate with the Lessee to quickly and appropriately return the equipment to service. Any repair is always subject to approval and or rejection by Ski Cat Company at the Lessee's expense. The order of priorities in assessing a return to service are safety; operation per the manufacturer specifications; further damage prevention; loss of use impact to the Lessee; logistics and cost of repair. Some damage may be tolerable for the continued use of the machine through the lease period and most cost effectively handled upon return to the Lessor.

*Ski Cat Company will treat its customer fairly and expects its customers to treat Ski Cat and the equipment with care and respect.*

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**RESOLUTION NO. 2023-17**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT WAIVING FORMAL BIDDING AND APPROVING THE RENTAL AGREEMENT WITH SKI CAT SNOWCAT RENTALS FOR THE AMOUNT OF \$48,800**

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

**WHEREAS**, effective snow removal and winter access road maintenance is necessary to ensure staff can access, operate, and maintain District facilities during winter; and

**WHEREAS**, a PistenBully 100 or similar snow removal equipment is the most effective equipment to move snow and maintain District access roads in the winter; and

**WHEREAS**, Ski Cat Snowcat Rentals is the only rental company within reasonable distance to the District that has the desired snow removal equipment for rent..

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE** that effective snow removal and winter access road maintenance is necessary to ensure staff can access, operate, and maintain District facilities during winter; and

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

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

**BE IT FURTHER RESOLVED** that the rental agreement with Ski Cat Snowcat Rentals in the amount of \$48,800 is approved.

**PASSED AND ADOPTED** by the Board of Directors of Donner Summit Public Utility District, this 15th day of August 2023, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

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

ATTEST:

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

**RESOLUTION NO. 2023-16**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT DECLARING THE TUCKER SNO-CAT MODEL 2000B AS SURPLUS AND AUTHORIZING SALE BY PUBLIC AUCTION**

**WHEREAS**, the District owns and operates a Tucker Sno-Cat Model 2000B to access District facilities during winter; and

**WHEREAS**, the Sno-Cat is no longer an effective at accessing District facilities during winter; and

**WHEREAS**, District intends to rental snow removal equipment that is better suited for maintain winter access and the Sno-Cat is no longer needed; and

**WHEREAS**, the Sno-Cat has residual value and can be sold to provide revenue to the District.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE** that the Tucker Sno-Cat Model 2000B is no longer needed for the purposes of the District and is surplus property; and

**BE IT FURTHER RESOLVED** that the General Manager and his designees are authorized to sell the Tucker Sno-Cat at public auction utilizing an auctioneer selected by staff.

**PASSED AND ADOPTED** by the Board of Directors of Donner Summit Public Utility District, this 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

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

ATTEST:

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

## Agenda Item: 8B



## STAFF REPORT

**TO:** Board of Directors

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

**SUBJECT:** Approve a Reimbursement Agreement with the PAW Revocable Trust u/a/d September 15, 2004 in the Amount of \$36,165 for Sewer Line Construction in Sugar Bowl East Village

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### **RECOMMENDATION**

Adopt a Resolution approving a reimbursement agreement with the PAW Revocable Trust u/a/d September 15, 2004 for Sewer Line Construction in Sugar Bowl East Village.

### **BACKGROUND**

In 2019, the PAW Revocable Trust u/a/d September 15, 2004 (Wythes) constructed sewer main from Fiddleneck Road to Paintbrush Hill in the Sugar Bowl East Village. That sewer line was accepted into the Donner Summit Public Utility District (DSPUD) sewer system and provides for the potential connection of four (4) parcels, including two that are owned by the Wythes. Exhibits showing the sewer line and benefitting parcels are included in Attachment 1. DSPUD contributed \$35,000 towards the construction of the sewer line and it was the intent at that time that the Wythes and DSPUD would get reimbursed from benefitting properties as they connected in the future. A reimbursement agreement was discussed but never completed. Since the Sugar Bowl West and East Villages Sewer Extension Project, improvement fee, and assessment district are moving forward, it is important to have this reimbursement agreement finalized.

### **DISCUSSION**

The proposed reimbursement agreement is included as Attachment 2. The reimbursement provides for reimbursement to the Wythes from proceeds from the assessment/financing district, Sugar Bowl Infrastructure Fee Program, or future property connections, and not from utility rates. Reimbursement timing depends on the formation of the assessment/financing district and when future properties pay the infrastructure fee and connect to the sewer.

The cost to construct this sewer and the reimbursement to the Wythes are being incorporated into the assessment/financing district and will be added to the Sugar Bowl Infrastructure Fee Program. An updated Sugar Bowl Infrastructure Fee will be presented to the Board at a future meeting.

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

### **FISCAL IMPACT**

This agreement provides a mechanism to reimburse the Wythes for sewer that has already been constructed without using utility rate revenue. The total cost of the sewer construction is \$107,329, the Wythes paid \$72,329 and DSPUD paid \$35,000. Under the terms of this agreement, the Wythes will receive reimbursement of \$36,165 since they own two of the four parcels served by this sewer.

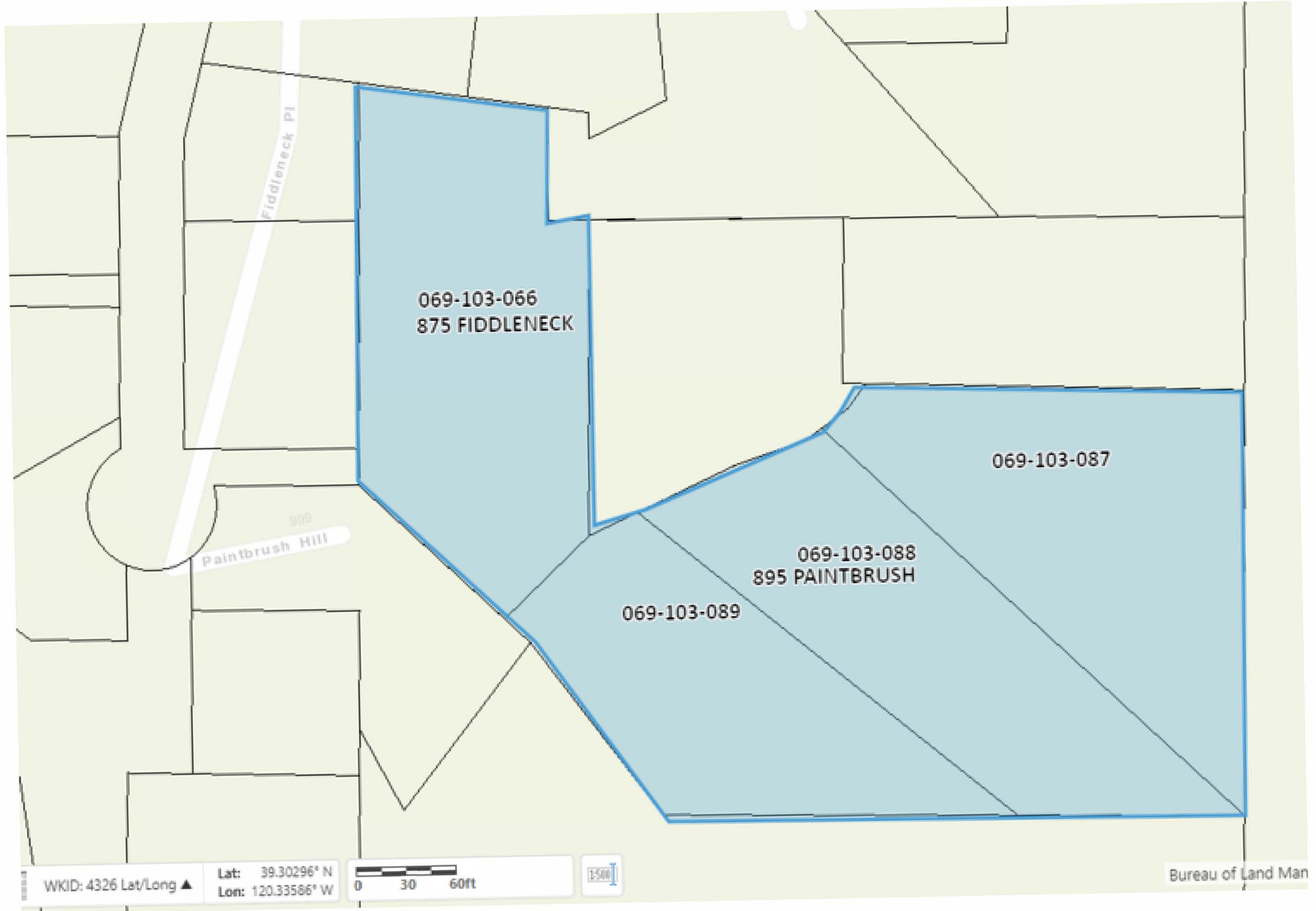
**CEQA ASSESSMENT**

The approval of this agreement is not a CEQA project.

**ATTACHMENTS**

1. Sewer Plan and Parcel Exhibit
2. Reimbursement Agreement
3. Resolution 2023-18



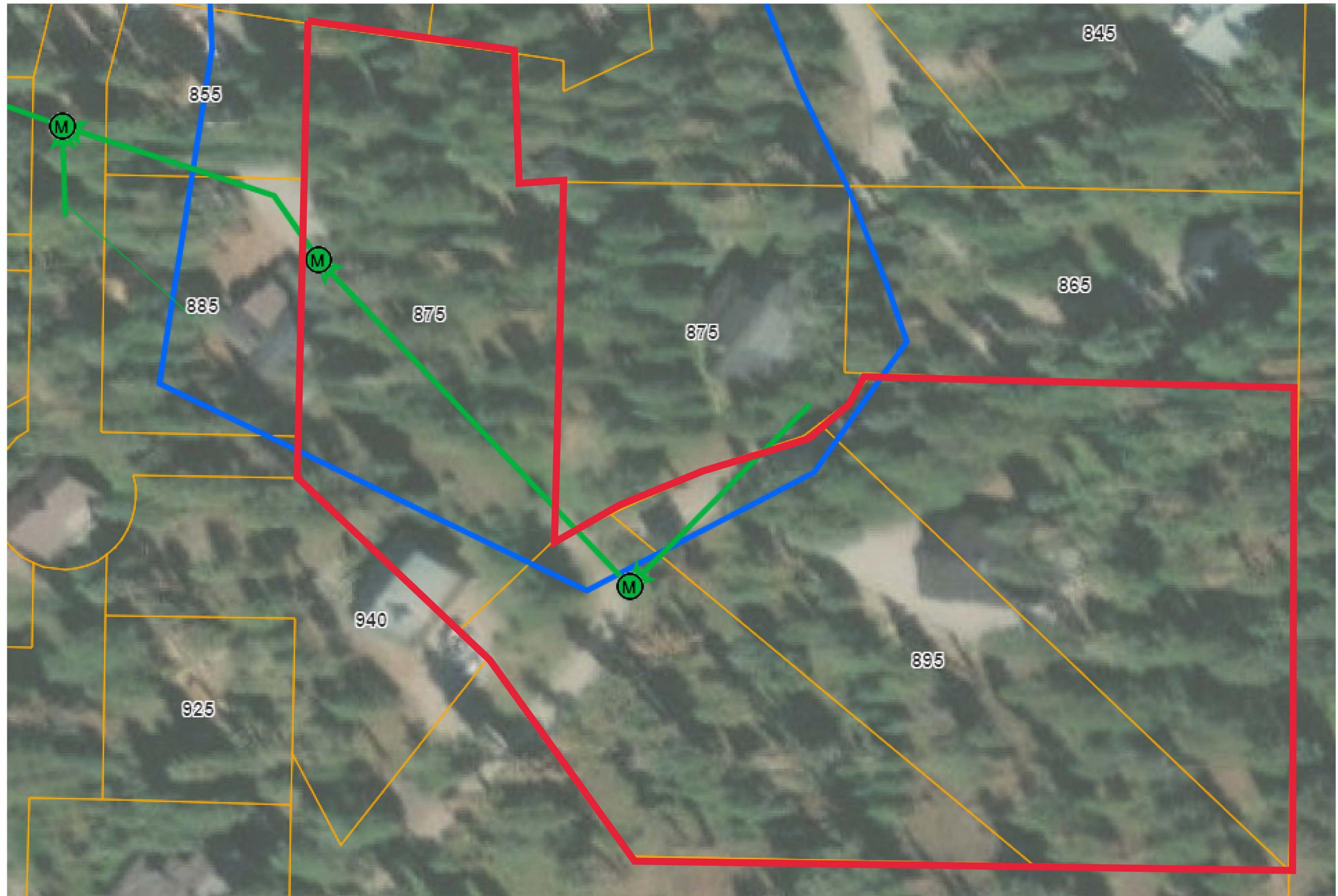


WKID: 4326 Lat/Long ▲

Lat: 39.30296° N  
Lon: 120.33586° W



Bureau of Land Man



**REIMBURSEMENT AGREEMENT WITH THE PAW REVOCABLE TRUST U/A/D  
SEPTEMBER 15, 2004 FOR SEWER LINE CONSTRUCTION IN SUGAR BOWL  
EAST VILLAGE ~~SEWER~~**

This DONNER SUMMIT PUBLIC UTILITY DISTRICT REIMBURSEMENT AGREEMENT FOR SEWER LINE CONSTRUCTION, dated August 2, 2023 (the "Agreement"), by and between the DONNER SUMMIT PUBLIC UTILITY DISTRICT ("DSPUD"), and THE PAW REVOCABLE TRUST U/A/D SEPTEMBER 15, 2004 ("Wythes").

**WITNESSETH:**

**WHEREAS**, Wythes constructed a sewer main line in the Sugar Bowl East Village that provides for the connection of four (4) parcels to the DSPUD sewer system; and

**WHEREAS**, the sewer main line constructed by the Wythes and the benefitting parcels are shown on Exhibit A attached hereto; and

**WHEREAS**, DSPUD accepted that sewer main line into the DSPUD sewer system; and

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

**WHEREAS**, the sewer main line constructed by the Wythes and shown on Exhibit A is a sewer improvement necessary to provide sewer service to the parcels within the East Village; and

**WHEREAS**, the cost to construct the Wythes sewer main will be included in the proposed Financing District; and

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

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

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

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

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

**WHEREAS**, Wythes and DSPUD desire to enter into this Agreement to describe the terms and conditions applicable to credits or reimbursements to be made to the Wythes both in the event the Financing District is funded and formed and also in the event the Financing District is not funded or formed; and

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

#### Section 1.0 Reimbursement and Credits

##### 1.1 Financing District is Formed

If the Financing District is formed and sufficient funds from assessments or loan proceeds are available in the Financing District, Wythes shall promptly receive reimbursement from the Financing District of the full amount of the Wythes reimbursement shown in Exhibit B attached hereto.

##### 1.2 Financing District is Not Formed

If the Financing District is not approved by the affected property owners or otherwise not formed or funded, Wythes shall remain eligible to receive reimbursement for the amount shown in Exhibit B. In this case, the reimbursement to Wythes will be paid from contributions to the Sugar Bowl Infrastructure Fee Program or future property connections, and will not be paid from utility rates. Timing of reimbursement will depend on when future properties pay the infrastructure fee and connect to the sewer.

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

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

#### Section 5.0. Notice

Any notice required or permitted by this Agreement to be delivered to any party shall be deemed to have been received when sent to that party by facsimile or email at the number or address listed below, with confirmation of successful delivery from the sender's fax or email machine (if sent prior to 5:00 p.m. on a business day). Any notice, payment or

instrument required or permitted by this Agreement to be delivered to any party shall be deemed to have been received when personally delivered or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

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

Wythes:  
Antoinette and Paul Wythes  
2844 Broderick Street  
San Francisco, CA 94123  
[paul@wythes.com](mailto:paul@wythes.com)  
[maitsai@yahoo.com](mailto:maitsai@yahoo.com)

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

#### Section 6.0 Amendment

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

#### Section 7.0 Term

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

#### Section 8.0 Severability

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

#### Section 9.0 Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Placer, State of California. The prevailing party in any litigation, legal or other proceeding shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

#### Section 10 Entire Agreement

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

Section 11 Counterparts

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

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

**DONNER SUMMIT PUBLIC UTILITY DISTRICT**

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

Approved as to form:

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

**PAW REVOCABLE TRUST U/A/D SEPTEMBER 15, 2004**

                      August 2, 2023  
\_\_\_\_\_  
Date

Approved as to form:

Paul Wythes Jr.                      August 2, 2023  
\_\_\_\_\_  
Date

List of Exhibits

Exhibit A – Wythes Sewer Main

Exhibit B – Reimbursement Calculation



**Wythes Reimbursement for Sewer Improvement in Sugar Bowl East Village**

<b>Item</b>	<b>Total Cost</b>	<b>Paid by District</b>	<b>Paid by Wythes</b>
Total Cost of Project	\$107,329	\$35,000	\$72,329
Number of Lots Served	4	4	4
<b>Cost per Lot</b>	<b>\$26,832</b>	<b>\$8,750</b>	<b>\$18,082</b>
Wythes Portion of Cost [1]	\$53,665	\$17,500	\$36,165
<b>Reimbursement Due to Wythes</b>			<b>\$36,165</b>

[1] Wythes own two lots.

**RESOLUTION NO. 2023-18**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT APPROVING A REIMBURSEMENT AGREEMENT WITH THE PAW REVOCABLE TRUST U/A/D SEPTEMBER 15, 2004 IN THE AMOUNT OF \$36,165 FOR SEWER LINE CONSTRUCTION IN SUGAR BOWL EAST VILLAGE**

**WHEREAS**, PAW Revocable Trust U/A/D September 15, 2004 (Wythes) constructed a sewer main line in the Sugar Bowl East Village that provides for the connection of four (4) parcels to the DSPUD sewer system; and

**WHEREAS**, DSPUD accepted that sewer main line into the DSPUD sewer system; and

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

**WHEREAS**, the sewer main line constructed by the Wythes is a sewer improvement necessary to provide sewer service to the parcels within the East Village; and

**WHEREAS**, the cost to construct the Wythes sewer main will be included in the proposed Financing District; and

**WHEREAS**, Wythes and DSPUD desire to enter into a Reimbursement Agreement to describe the terms and conditions applicable to credits or reimbursements to be made to the Wythes both in the event the Financing District is funded and formed and also in the event the Financing District is not funded or formed;

**WHEREAS**, the Reimbursement Agreement included as Exhibit A to this resolution was reviewed by the Wythes and the DSPUD Board.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE** that the Reimbursement Agreement with the PAW Revocable Trust U/A/D September 15, 2004 for Sewer Line Construction in Sugar Bowl East Village is approved.

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

**PASSED AND ADOPTED** by the Board of Directors of Donner Summit Public Utility District, this 15<sup>th</sup> day of August 2023, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

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

ATTEST:

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

## Agenda Item: 8C



## STAFF REPORT

**TO:** Board of Directors

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

**SUBJECT:** Approve Planned Absences of Director Combs in September and October as Excused Absences

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### **RECOMMENDATION**

Approve planned absences of Director Combs from the September and October Board meetings as “excused absences.”

### **BACKGROUND**

At the July 2023 Board meeting, Director Combs notified the Board that he will miss the September and October Board meetings due to planned travel for work. Board Ordinance 02-2013 established the Director stipend for attending meetings and states that Directors can receive their stipend if they have an excused absence. Board Ordinance 05-2017 states that Directors receive a health care allowance. Neither ordinance speaks to receiving the health care allowance in the event of an absence. The General Manager is requesting the Board take action on whether Director Combs absences are excused.

### **DISCUSSION**

There is no definition in any District policy, resolution, or ordinance of what constitutes an excused absence for a Director. The decision on what constitutes an excused absence is a matter for Board discussion.

The General Manager requests that the Board discuss the planned absences for Director Combs and take action to approve them as excused absences. Alternatively, the Board may determine that these absences are not excused.

### **FISCAL IMPACT**

If the absences are not considered excused, then Director Combs would not be paid his stipend and medical allowance for those months. The value of these two items, including taxes paid by the District, is \$825.57 per month, or \$1,651.14 for two months.

### **CEQA ASSESSMENT**

This is not a CEQA Project

### **ATTACHMENTS**

1. Ordinance 02-2013
2. Ordinance 05-2017

**ORDINANCE 02-2013  
OF THE  
DONNER SUMMIT PUBLIC UTILITY DISTRICT  
TO ESTABLISH THE COMPENSATION RATE FOR  
MEMBERS OF THE BOARD OF DIRECTORS**

**WHEREAS**, The compensation for the members of the Board of Directors of the Donner Summit Public Utility District is governed by, Chapter 3, Article 2 of the Public Utility District Act ; and

**WHEREAS**, the compensation for members of the Board of Directors shall be established annually; and

**NOW THEREFORE BE IT RESOLVED**, by the Donner Summit Public Utility District that the compensation for members of the Board of Directors of the Donner Summit Public Utility District shall be as follows:

President	\$300.00 Per Regular Board Meeting
Vice-President	\$275.00 Per Regular Board Meeting
Director	\$250.00 Per Regular Board Meeting
All other meetings	\$125.00 Per Meeting

**BE IT FURTHER RESOLVED**, that the above-indicated compensation shall be for meetings attended or excused absences (unexcused absences will not be compensated) and shall become effective on June 18, 2013 and remain in effect until changed by further ordinance of the Board of Directors of the Donner Summit Public Utility District.

**PASSED AND ADOPTED** this 18<sup>th</sup>, day of June, 2013 at a Regular Meeting of the Board of Directors of the Donner Summit Public Utility District by the following vote:

**AYES:** *Sara Schrichte, Bob Sherwood, Phil Gamick, Taylor Dolph, Cathy Preis*  
**NOES:** *None*  
**ABSENT:** *None*  
**ABSTAIN:** *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

**ORDINANCE 05-2017  
OF THE  
DONNER SUMMIT PUBLIC UTILITY DISTRICT  
TO ESTABLISH BENEFITS FOR  
MEMBERS OF THE BOARD OF DIRECTORS**

**WHEREAS**, The compensation and benefits for the members of the Board of Directors of the Donner Summit Public Utility District is governed by, Chapter 3, Article 2 of the Public Utility District Act ; and

**WHEREAS**, the compensation and benefits for members of the Board of Directors shall be reviewed and established from time to time; and

**WHEREAS**, the Board of Directors desire to establish healthcare benefits for and while serving on the Board; and

**NOW THEREFORE BE IT RESOLVED**, by the Donner Summit Public Utility District that the healthcare benefits for members of the Board of Directors of the Donner Summit Public Utility District shall be as follows:

Directors shall receive a monthly allowance equivalent to the premium paid by the District to its employees for their healthcare plan corresponding to each Director's age. This benefit is for individual Directors and shall not include spouses or dependents.

**BE IT FURTHER RESOLVED**, that the above healthcare benefit shall become effective on May 1, 2017 and remain in effect until changed by further ordinance of the Board of Directors of the Donner Summit Public Utility District.

**PASSED AND ADOPTED** this 28<sup>th</sup>, day of February, 2017 at a Regular Meeting of the Board of Directors of the Donner Summit Public Utility District by the following vote:

AYES: *Sara Schreichte, Bob Sherwood, Cathy Preis, Phil Gramick, Alex Medveczky*  
NOES: *None*  
ABSENT: *None*  
ABSTAIN: *None*

DONNER SUMMIT PUBLIC UTILITY DISTRICT

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

ATTEST:

By: *Robert W Sherwood*  
Bob Sherwood  
Secretary of the Board