
ALPINE SPRINGS COUNTY WATER DISTRICT

Directors: Janet S. Grant, Janice Ganong, Evan Salke, Dave Smelser, Christine York
General Manager: Joe Mueller

PUBLIC NOTICE

Regular Meeting of the Board of Directors Alpine Springs County Water District

Date: Thursday, October 10th, 2024
Location: District Office, Board Room
270 Alpine Meadows Road
Alpine Meadows, CA 96146
Time: 9:00 a.m.

AGENDA

NOTE: THE DISTRICT BOARD OF DIRECTORS MAY TAKE FORMAL ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW. AGENDA ITEMS MAY OR MAY NOT BE TAKEN IN THE SEQUENCE PRESENTED BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED BELOW PRIOR TO THE MEETING.

Meetings are held in person in the ASCWD boardroom at 270 Alpine Meadows Rd. and are open to the general public. Public comment is accepted by the board only in the following ways, in person at 270 Alpine Meadows Rd., Alpine Meadows, CA, in writing submitted to the Board Secretary by email to info@alpinesprings.org, or by mail before Monday October 7th, 2024 @ 9:00 a.m.

A ZOOM broadcast is provided when available through the following link. No public participation or comment is provided through ZOOM.

ZOOM: At the specified time, 9:00 a.m., connect to ZOOM. **Mtg. ID: 825 8656 6280; passcode: 608539**; Times listed are approximate.

Join Zoom Meeting:

<https://us06web.zoom.us/j/82586566280?pwd=Gsb5o4XTm3a2eAa8sxcu53o1lkWO.1>

ALPINE SPRINGS COUNTY WATER DISTRICT

Directors: Janet S. Grant, Janice Ganong, Evan Salke, Dave Smelser, Christine York

General Manager: Joe Mueller

A. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

B. PUBLIC COMMENT

It is the policy of the Alpine Springs County Water District to give the public the opportunity to address any item of interest which is relevant to the district's activities. This is an opportunity for members of the public to address the Board on items that are not on this agenda or any agenda item that they cannot stay for. Please state your name for the record. Comments are limited to five minutes. Under state law, the Board cannot take action on an item not on the agenda. After the closing of Public Comment, the Board may choose to acknowledge the comment or, where appropriate, briefly answer a question, refer the matter to staff, or set the item for discussion at a future meeting.

C. APPROVAL OF MINUTES

C1) SEPTEMBER REGULAR BOARD MEETING

The Board shall review and vote to approve the minutes of the Regular Board meeting of September 13th, 2024.

D. DEPARTMENT REPORTS

D1) FINANCIAL REPORT

Mike Dobrowski, CPA, shall discuss the September 2024 monthly financial statements highlighting outstanding issues. The Chair of the Budget & Finance Committee shall comment on the Committee's review of the statements. The Board shall vote to accept the financial statements and to approve the monthly (reports) expenditures.

D2) FIRE DEPARTMENT REPORT

Chief Leighton, or his designee, shall report on the September 2024 activities of North Tahoe Fire Protection District for Alpine Meadows, dispatch report and the staffing of the Alpine Meadows Fire Station 56.

D3) GENERAL MANAGER'S REPORT

Joe Mueller, the General Manager, shall report on his activities during the month of September 2024.

D4) OPERATION & MAINTENANCE DEPARTMENT REPORT

The Operations Staff shall report on issues regarding water, sewer, parks, garbage, and other services provided by the district. Staff shall comment on and answer questions regarding the September 2024 Water/Sewer Report.

D5) TTSA REPORT

The Board of Directors meeting was held on September 18th, 2024, meeting summary attached.

E. COMMITTEE REPORTS

E1) BUDGET & FINANCE COMMITTEE (PRESIDENT GRANT)

Met October 9th, the previous month September 12th, 2024, B&F report is attached.

E2) PARK, RECREATION & GREENBELT COMMITTEE (DIRECTOR YORK)

No Meeting

E3) LONG RANGE PLANNING COMMITTEE (DIRECTOR SMELSER)

No Meeting

E4) ADMINISTRATION & PERSONNEL COMMITTEE (DIRECTOR GANONG)

No Meeting

ALPINE SPRINGS COUNTY WATER DISTRICT

Directors: Janet S. Grant, Janice Ganong, Evan Salke, Dave Smelser, Christine York

General Manager: Joe Mueller

F. BUSINESS ITEMS FOR BOARD DISCUSSION & ACTION

- F1) USE OF ASCWD LANDS TO STAGE AND STORE SNOW REMOVAL EQUIPMENT**
Consideration for approval an Agreement between ASCWD and Sierra Pacific Enterprises allowing for the staging and storage of snow removal equipment used in the Alpine Meadows area on Alpine Springs County Water District Property during the winter snow removal season.
- F2) ACCOUNTING PROFESSIONAL SERVICES AGREEMENT**
Consideration for approval an Agreement between ASCWD and Michael J. Dobrowski, CPA for professional accounting services.

G. CORRESPONDENCE TO THE BOARD

All correspondence to the Board received at the District Office more than 72 hours before the scheduled Board meeting shall be discussed at the meeting. The Board may dispense with any item immediately, direct investigation of any item to a Board or ad-hoc Committee and/or table any item until the next regularly scheduled Board meeting.

H. CLOSED SESSION

NONE

I. DIRECTORS' COMMENTS

In accordance with Government Code Section 54954.2(a), Directors may make brief announcements or brief reports on their own activities. 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.

J. ADJOURNMENT

The Board of Directors of Alpine Springs County Water District, as a general rule, would like to complete its regular meetings within four hours. If it appears that the meeting will extend beyond four hours, the Board President shall poll the Directors as to their wishes on finishing Board business. A majority of the Directors shall decide whether to complete all items on the agenda at this meeting, postpone the meeting or move remaining agenda items to the next regularly scheduled meeting.

Next regularly scheduled Board meeting – Friday November 8th, 2024, at 9:00 a.m.

I certify that on or before Monday October 7th, 2024, at 9:00 a.m., I personally posted and forwarded agendas as requested.

Joe Mueller, General Manager
Alpine Springs County Water District

EXHIBIT C1

1 **ALPINE SPRINGS COUNTY WATER DISTRICT**
2 **MINUTES OF THE REGULAR BOARD OF DIRECTORS MEETING**
3 **September 13, 2024**

4
5 **A. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

6 President Grant called the meeting to order at 9:00 AM.

7
8 Directors Present: President Janet S. Grant, David Smelser, Jan Ganong, Evan Salke, and Christine
9 York

10 Directors Absent: None

11 Staff Present: General Manager Joseph Mueller, Miguel Ramirez, and Office Manager Laurie Axell

12
13 Guests included CPA Mike Dobrowski, NTFPD Fire Battalion Chief Alan Whisler, Charley Miller,
14 Andrew Shera, Bob Tetrault, Bert Clement, and Ricky Holak. There may have been others who did not
15 identify themselves.

16
17 **B. PUBLIC COMMENT**

18 Andrew Shera from Alpine Snow Removal explained his request to keep snow removal equipment on
19 ASCWD property (see Item G. below)

20
21 Charley Miller, the new General Manager of OVPSD, introduced himself.

22
23 **C. APPROVAL OF MINUTES**

24 **C1) AUGUST REGULAR BOARD MEETING**

25 **It was moved by Smelser and seconded by Ganong to approve the minutes of the August 9, 2024**
26 **Regular Board meeting as corrected. Motion carried unanimously.**

27
28 **D. DEPARTMENT REPORTS**

29 **D1) FINANCIAL REPORT**

30 District CPA Mike Dobrowski presented the financial reports as of August 30, 2024. Late notices will
31 be going out those on the Accounts Receivable list. Dobrowski is working with staff to compile
32 documentation for the auditors.

33
34 **It was moved by Ganong and seconded by York to approve the financial reports through August**
35 **2024 as presented. Motion carried unanimously.**

36
37 **It was moved by Smelser and seconded by Ganong to approve payment of checks #33872 –**
38 **33896, payroll, and electronic fund transfers. Motion carried unanimously.**

39
40 **D2) FIRE DEPARTMENT REPORT**

41 Whisler reviewed the calls responded to in August. The Alpine station has been staffed because of high
42 fire danger and Red Flag Warning days. It will continue to be staffed as conditions warrant. Whisler
43 described the mutual response to regional incidents, including the Davis Fire in Reno.

44
45 Chief Leighton and Muller continue to discuss terms of a contract.

46
47 **D3) GENERAL MANAGER'S REPORT**

48 Mueller presented his written report of activities for August 2024. Mueller is working with TTSD on
49 increasing the number of trash cans at each property. This topic was brought up at the Valley Wide
50 meeting.

1 Mueller met with Leighton about allowing Calfire to use the Alpine station during times NTFPD is not
2 staffing it. It will give Calfire a stronger presence on Highway 89. Details of a new proposed contract
3 between NTFPD and ASCWD are being discussed. It is hoped both Boards will have a contract to
4 consider by the end of the year.

5
6 Mueller updated the group on the forest fuels treatments in the area. A presentation will be given next
7 month.

8
9 Palisades Tahoe has agreed to pay the cost to repair the lines for the snow making well. Mueller is
10 drafting an agreement to memorialize what the District's financial responsibility for maintenance is
11 and what is Palisades responsibility.

12
13 The new park card reader should be operational before the end of the season. The Park Revenue report
14 was included in today's meeting packet. Fewer season and non-resident passes were sold this year as
15 compared with last year.

16
17 **D4) OPERATION & MAINTENANCE DEPARTMENT REPORT**

18 Miguel Ramirez presented the Water/Wastewater Report for August 2024, including maintenance and
19 repairs addressed during the month. Photos of recent projects were included in his report.

20
21 **D5) TTSA REPORT**

22 Smelser presented the August 21, 2024 TTSA Board Meeting Summary, which was included in the
23 meeting packets.

24
25 **E. COMMITTEE REPORTS**

26 **E1) BUDGET & FINANCE COMMITTEE (PRESIDENT GRANT)**

27 Grant reported on the September 12, 2024 Budget & Finance Committee meeting. There is a fair
28 amount of cash in Plumas Bank. Salke and Muller will meet with the investment counselor and make a
29 recommendation on investments with high yields, while keeping adequate funds liquid for operations.

30
31 The Treasurer's Report was included in the packet.

32
33 **E2) PARK, RECREATION & GREENBELT COMMITTEE (DIRECTOR YORK)**

34 This Committee did not meet.

35
36 **E3) LONG RANGE PLANNING COMMITTEE (DIRECTOR SMELSER)**

37 This Committee did not meet.

38
39 **E4) ADMINISTRATION & PERSONNEL COMMITTEE (DIRECTOR GANONG)**

40 This Committee did not meet.

41
42 **F. BUSINESS ITEMS FOR BOARD DISCUSSION & ACTION**

43 **F1) DISTRICT ETHICS & CONFLICT OF INTEREST POLICY 4.14.0 AND**
44 **DISTRICT CONFLICT OF INTEREST CODE**

45 This item is to acknowledge the Fair Political Practices Commission (FPPC) requirement that the
46 policy and code are reviewed at least every two years. No action is required.

47
48 **G. CORRESPONDENCE TO THE BOARD**

49 Andrew Shera from Alpine Snow Removal submitted a letter asking to lease ASCWD property to store
50 snow removal equipment. There was an agreement last year and Mueller noted concerns arising about
51 storing heavy equipment and the potential for fluids leaking. Counsel has advised there is no way to

1 include language protecting the District from those impacts. Mueller does not recommend entering into
2 an agreement this winter. Discussion followed regarding the pros and cons of the request and various
3 scenarios. There was consensus to consider a lease based on community benefit of having the
4 equipment in Alpine if there is adequate protection against potential liabilities. Mueller will work with
5 BBK to see if appropriate language can be added to the contract.

6
7 Another letter was received regarding evacuation.

8
9 **H. CLOSED SESSION**

10 Closed Session was not convened.

11
12 **I. DIRECTORS' COMMENTS**

13 Smelser commended Mueller on giving a good presentation at the Valley Wide meeting.

14
15 Salke thanked Mueller for the continuing good negotiations with NTFPD.

16
17 There was a brief conversation about the dates of upcoming meetings and when new Directors are
18 seated.

19
20 Smelser offered to remain as the ASCWD representative on TTSA even though he will no longer be on
21 the ASCWD Board.

22
23 The Board asked Mueller to consider a "meet the candidate" event. It was agreed the Board candidates
24 will be invited to attend the next few Board meetings.

25
26 **J. ADJOURNMENT**

27 There being no further business to come before the Board, the meeting was adjourned at 10:34 AM.

28 The next regularly scheduled Board meeting is Thursday October 10, 2024 at 9:00 AM.

29
30 Respectfully Submitted,

31 Judy Friedman

32 Recording Secretary

33 THE PAPER TRAIL SECRETARIAL & BUSINESS SOLUTIONS
34

EXHIBIT D1

Subject: *September 2024 Month End Review*

For: *Alpine Springs County Water District*

To: *The Board of Directors*

Prepared by: *Michael J. Dobrowski, CPA 10/07/24*

On a year-to-date basis our net income was \$220,821 more than the prior fiscal year. Net income was \$327,177 favorable to budget on a year-to-date basis. 45-day late notices were mailed out to customers in September. As of the end of the month the accounts receivable balance was \$203,869.

Our cash position has increased by \$753,572 from 09/30/2023 and increased by \$185,709 from the prior month.

Reports Included: Profit and Loss Previous Year Comparison (Condensed)
Profit and Loss Budget Performance
Balance Sheet Previous Year and Month Comparison
Cash Flow Year to Date
Check Register for Current Month
Subsequent Payments Listing
Quarterly P&L by Fund Reports (Sept, Dec, Mar, June)

Procedures Performed: Made monthly depreciation entry.
Reconciled Bank Accounts to last available statement.
Payroll entries completed.
Prepaid account adjusted to actual.
Leave accrual adjusted on statements.
County A/R adjustment.
Accrued items to budget.

Outstanding Information: Placer County & Wells Fargo Prior Month statements.

Cash reserved for Capital – **\$0 + \$153,034 = \$153,034**

Prior Year + (10% of annual revenues (\$1,909,665-379,330) less Garbage)

Cash available for operations – **\$3,028,463**

(Remaining balance \$3,345,083-153,034)

In Transit Timing Differences

Work in Progress Accounts	Current Year	Total
Overlay Front Half Circle	0	0
Bear Creek Armoring Project	0	0
Upgrade Backup Battery Tank 2&5	0	0
Total	\$ 0	\$ 0

Accounts Payable	
NTFPD Contract	\$ 0
Total	\$ 0

Sick and General Leave		
Sick leave Hours	278.75 Hrs.	
General leave Hours and Dollars	414.37 Hrs.	\$ 26,702.41

Prepays		
Placer Co. Env. Health Permit (5394.05) (82.00) 9 months		\$ 738.00
Garbage Contract (5404.02) 0 Mo. @ \$19,154.59		\$ 0.00
Healthplan Services (51031&41) (171.45+208.05) 0 month		\$ 0.00
SDRMA Insurance (5120.00) 9 months @ 3,600.62		\$ 32,405.56
SDRMA (5120.00) Worker's Comp 9 months @ \$1,768.10		\$ 15,912.91
Duplicate Credit Card payment		\$ 0.00
Cal Special Districts Assoc (5168) 3 months @ 682.25 (Jan-Dec)		\$ 2,046.75
Total		\$ 51,103.22

Stale-Dated Checks

<u>Date</u>	<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
-------------	----------------	---------------	---------------

Last disbursement issued from prior financial reports.

<u>Date</u>	<u>Check or EFT #</u>	<u>Amount</u>	<u>Vendor</u>
09/09/24	Auto090924	207.99	AT&T

Benefits Breakdown (YTD)

Health & Life Ins. (Active)	\$15,198.29
Health Ins. (Retired)	5,606.39
Pension (Employee 7.75%)	7,968.01 (Employer 7.68% Effective 07/01/23)
Payroll Taxes	1,739.26
Health plan co-ins.	410.18
Total	\$30,922.11

Cash Requirements for payroll.

<u>Pay Date</u>	<u>Amount</u>
09/05/24	\$20,625.63
09/19/24	\$19,056.10

Alpine Springs County Water District
Profit & Loss Prev Year Comparison
 July through September 2024

	<u>Jul - Sep 24</u>	<u>Jul - Sep 23</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
Water Revenue	1,039,332	895,044	144,288
Connection Fees	27,166	27,166	0
Sewer Revenue	433,539	387,312	46,227
Garbage Revenue	379,330	357,270	22,060
Park Revenue	9,640	21,330	(11,690)
Fire Mitigation Fees	973	12,274	(11,301)
Property Tax Revenue	849	513	335
Other Revenue	18,837	24,175	(5,338)
Total Income	<u>1,909,665</u>	<u>1,725,085</u>	<u>184,581</u>
Gross Profit	1,909,665	1,725,085	184,581
Expense			
Salaries and Wages - Admin	57,122	53,456	3,666
Salaries and Wages - O&M	54,331	54,435	(104)
Benefits - Office	8,210	6,654	1,555
Benefits - O&M	22,302	22,354	(52)
Health Plan Co-Insurance	410	434	(24)
Directors' Fees	3,075	3,525	(450)
Insurance - Administration	15,250	14,274	976
Park Expenditures	12,231	2,764	9,467
Parts/Tools/Misc. Equip	9,862	6,223	3,639
Postage and Delivery	1,231	927	304
Cleaning	0	1,080	(1,080)
Office Expense	2,360	3,874	(1,514)
Dues and Subscriptions	3,470	1,190	2,280
Bank and Collection Fees	1,333	1,915	(582)
Analytical Testing	4,176	139	4,037
Accounting Fees	18,002	17,393	609
Legal Fees	104	702	(598)
Consultants-Misc.	794	1,067	(273)
NTFD Contract	0	42,843	(42,843)
Fire Fuel Management Fee	3,525	0	3,525
Building Maintenance	11,148	2,789	8,359
Equipment Maintenance - Admin	2,638	1,907	731

10:56 AM
 10/07/24
 Accrual Basis

Alpine Springs County Water District
Profit & Loss Prev Year Comparison
 July through September 2024

	<u>Jul - Sep 24</u>	<u>Jul - Sep 23</u>	<u>\$ Change</u>
Vehicle Maintenance and Rep.	1,688	3,210	(1,522)
Maintenance Water and Sewer	10,540	38,628	(28,088)
Gas and Electric - Admin	7,820	12,275	(4,455)
SCADA System	240	5,019	(4,779)
Travel and Entertainment	0	252	(252)
Education Staff/Board	0	714	(714)
Uniforms	823	589	234
ASCWD Fuel	669	2,151	(1,482)
Telephone - Administration	829	853	(24)
Government Mandates	9,262	4,653	4,610
Garbage Services	69,877	53,446	16,431
Depreciation Expense	68,877	65,697	3,180
Miscellaneous - O&M	813	327	486
Total Expense	<u>403,012</u>	<u>427,758</u>	<u>(24,746)</u>
Net Ordinary Income	1,506,653	1,297,327	209,326
Other Income/Expense			
Other Income			
Interest Revenue	18,162	6,689	11,473
Total Other Income	<u>18,162</u>	<u>6,689</u>	<u>11,473</u>
Other Expense			
Interest Expense	32	53	(22)
Total Other Expense	<u>32</u>	<u>53</u>	<u>(22)</u>
Net Other Income	<u>18,130</u>	<u>6,636</u>	<u>11,495</u>
Net Income	<u><u>1,524,783</u></u>	<u><u>1,303,963</u></u>	<u><u>220,821</u></u>

11:03 AM
 10/07/24
 Accrual Basis

Alpine Springs County Water District
Profit & Loss Budget Performance 2024/2025
 September 2024

	Sep 24	Budget	Jul - Sep 24	YTD Budget	Annual Bud...
Ordinary Income/Expense					
Income					
Water Revenue	111	0	1,039,332	1,023,455	1,163,017
Connection Fees	27,166	2,101	27,166	6,304	25,214
Sewer Revenue	0	0	433,539	396,138	396,138
Garbage Revenue	0	0	379,330	377,496	377,496
Park Revenue	700	0	9,640	20,000	40,000
Fire Mitigation Fees	973	1,000	973	3,000	12,000
Property Tax Revenue	0	48,296	849	48,296	965,915
Other Revenue	100	1,782	18,837	5,361	21,399
Total Income	29,050	53,179	1,909,665	1,880,050	3,001,179
Gross Profit	29,050	53,179	1,909,665	1,880,050	3,001,179
Expense					
Salaries and Wages - Admin	20,826	22,134	57,122	66,395	265,601
Salaries and Wages - O&M	22,367	21,791	54,331	65,368	261,487
Benefits - Office	3,103	7,854	8,210	23,566	94,252
Benefits - O&M	7,923	9,340	22,302	28,019	112,079
Health Plan Co-Insurance	0	999	410	2,993	11,984
Directors' Fees	925	990	3,075	2,940	11,850
Insurance - Administration	4,513	5,752	15,250	17,232	69,000
Park Expenditures	1,428	6,208	12,231	18,626	37,250
Parts/Tools/Misc. Equip	1,429	2,725	9,862	8,175	32,700
Postage and Delivery	102	393	1,231	1,183	4,720
Cleaning	0	167	0	497	2,000
Newsletter and Printing	0	1,600	0	1,600	3,200
Office Expense	1,234	2,077	2,360	6,232	24,925
Dues and Subscriptions	682	1,119	3,470	3,353	13,424
Bank and Collection Fees	652	291	1,333	882	3,501
Analytical Testing	2,298	833	4,176	2,503	10,000
Accounting Fees	0	6,120	18,002	18,355	73,435
Audit	0	0	0	0	23,000
Legal Fees	0	1,252	104	3,732	15,000
Consultants-Misc.	248	1,311	794	3,938	15,737
NTFD Contract	0	64,394	0	193,186	772,732
Fire Fuel Management Fee	3,525	833	3,525	2,503	10,000
OPEB Trust - Annual Funding	0	0	0	0	30,000

11:03 AM
 10/07/24
 Accrual Basis

Alpine Springs County Water District
Profit & Loss Budget Performance 2024/2025
 September 2024

	Sep 24	Budget	Jul - Sep 24	YTD Budget	Annual Bud...
Building Maintenance	1,848	2,994	11,148	8,979	35,925
Equipment Maintenance - A...	502	784	2,638	2,355	9,411
Vehicle Maintenance and Rep.	802	992	1,688	2,972	11,900
Maintenance Water and Sewer	1,499	12,092	10,540	36,272	145,100
Gas and Electric - Admin	6,282	6,360	7,820	19,071	76,311
SCADA System	240	1,466	240	4,392	17,586
Travel and Entertainment	0	100	0	300	1,200
Education Staff/Board	0	292	0	872	3,500
Uniforms	498	251	823	741	3,000
ASCWD Fuel	0	792	669	2,372	9,500
Telephone - Administration	311	283	829	853	3,400
Government Mandates	3,162	2,236	9,262	6,693	26,817
Garbage Services	19,155	19,069	69,877	57,207	228,828
Depreciation Expense	22,959	22,959	68,877	68,878	275,509
Miscellaneous - O&M	555	163	813	474	1,941
Total Expense	129,065	229,016	403,012	683,709	2,747,805
Net Ordinary Income	-100,016	-175,837	1,506,653	1,196,341	253,374
Other Income/Expense					
Other Income					
Interest Revenue	193	415	18,162	1,265	5,000
Total Other Income	193	415	18,162	1,265	5,000
Other Expense					
Interest Expense	10	0	32	0	0
Total Other Expense	10	0	32	0	0
Net Other Income	183	415	18,130	1,265	5,000
Net Income	-99,833	-175,422	1,524,783	1,197,606	258,374

10:47 AM
10/07/24
Accrual Basis

Alpine Springs County Water District
Balance Sheet Previous Year & Month Comparison
As of September 30, 2024

	Sep 30, 24	Aug 31, 24	\$ Change	Sep 30, 23	\$ Change
ASSETS					
Current Assets					
Checking/Savings					
Petty Cash	514	594	(80)	425	89
Bank of the West	0	0	0	528,878	(528,878)
Plumas Bank Checking	447,269	1,661,673	(1,214,404)	0	447,269
Placer County - Interest App.	171,482	171,482	0	364,400	(192,918)
Wells Fargo Advisors	1,139,100	1,139,100	0	1,355,319	(216,220)
California CLASS	1,400,193	0	1,400,193	0	1,400,193
LAIF Accounts	186,525	186,525	0	342,488	(155,963)
Total Checking/Savings	3,345,083	3,159,374	185,709	2,591,511	753,572
Accounts Receivable					
Accounts Receivable	203,869	442,669	(238,800)	162,241	41,628
Total Accounts Receivable	203,869	442,669	(238,800)	162,241	41,628
Other Current Assets					
Placer - Agency Taxes 390-770	0	971	(971)	17,689	(17,689)
Accrued Int Rec Wells Fargo	30,999	30,999	0	0	30,999
Funds received, but not yet deposited to a bank account	11	0	11	0	11
Interfund Receivable - Enterp	0	0	0	0	0
Prepaid Expenses	51,103	76,847	(25,744)	43,295	7,808
County Collection Accounts	33,923	33,923	0	10,808	23,114
Deferred Pension Outflows	76,080	76,080	0	76,080	0
Deferred OPEB Outflows	29,960	29,960	0	29,960	0
Total Other Current Assets	222,076	248,779	(26,703)	177,832	44,244
Total Current Assets	3,771,028	3,850,822	(79,794)	2,931,584	839,443
Fixed Assets					
Land	360,436	360,436	0	360,436	0
Firehouse	376,338	376,338	0	376,338	0
Firehouse Vehicles & Equipment	343,336	343,336	0	343,336	0
Park	418,391	418,391	0	403,391	15,000
Park Improvements Depreciable	24,564	24,564	0	21,728	2,836
Land Improvements	218,678	218,678	0	151,444	67,234
Alpine Springs Interceptor	58,095	58,095	0	58,095	0
Water System	6,657,802	6,657,802	0	6,650,377	7,425
SCADA System	172,423	172,423	0	166,316	6,107
Sewer System	1,046,201	1,046,201	0	1,046,201	0
Building Improvements	357,090	357,090	0	357,090	0
Office Equipment	81,011	81,011	0	81,011	0
Vehicles	128,749	128,749	0	128,749	0
Maintenance Equipment	293,229	293,229	0	293,229	0
Truckee River Interceptor	358,524	358,524	0	358,524	0
Inflow and Infiltration	26,031	26,031	0	26,031	0
Accumulated Depreciation	(5,912,097)	(5,889,138)	(22,959)	(5,599,922)	(312,175)

10:47 AM
10/07/24
Accrual Basis

Alpine Springs County Water District
Balance Sheet Previous Year & Month Comparison
As of September 30, 2024

	Sep 30, 24	Aug 31, 24	\$ Change	Sep 30, 23	\$ Change
Total Fixed Assets	5,008,802	5,031,761	(22,959)	5,222,373	(213,572)
Other Assets					
Land Usage and Easement Right	17,436	17,436	0	17,436	0
Total Other Assets	17,436	17,436	0	17,436	0
TOTAL ASSETS	<u>8,797,265</u>	<u>8,900,018</u>	<u>(102,753)</u>	<u>8,171,393</u>	<u>625,872</u>
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable	0	0	0	42,843	(42,843)
Other Current Liabilities					
Accounts Payable - 05	54,005	54,005	0	52,005	2,000
OPEB Liability	368,622	368,622	0	368,622	0
Accrued Payroll & Payroll Tax	0	200	(200)	0	0
Accrued Vacation Payable	26,702	24,917	1,786	20,814	5,888
Deferred Pension Inflows	1,145	1,145	0	1,145	0
Deferred OPEB Inflows	54,695	54,695	0	54,695	0
Net Pension Liabilities	26,467	26,467	0	26,467	0
HRA Plan Payable	13,478	13,478	0	4,966	8,511
Total Other Current Liabilities	545,114	543,528	1,586	528,715	16,399
Total Current Liabilities	545,114	543,528	1,586	571,557	(26,443)
Long Term Liabilities					
Caterpillar Financial Serv	13,670	18,176	(4,506)	67,697	(54,027)
Total Long Term Liabilities	13,670	18,176	(4,506)	67,697	(54,027)
Total Liabilities	558,784	561,704	(2,920)	639,255	(80,470)
Equity					
Retained Earnings	485,521	485,521	0	375,196	110,325
Retained Earnings - Garbage	525,809	525,809	0	485,759	40,050
Retained Earnings - Park	(162,301)	(162,301)	0	(173,813)	11,512
Retained Earnings - Sewer	1,781,954	1,781,954	0	1,576,303	205,651
Retained Earnings - Water	(1,489,540)	(1,489,540)	0	(1,561,741)	72,201
Fund balance Undesignated	434,775	434,775	0	411,854	22,921
Investment in plant & equip	5,137,479	5,137,479	0	5,114,618	22,861
Net Income	1,524,783	1,624,616	(99,833)	1,303,963	220,821
Total Equity	8,238,481	8,338,313	(99,833)	7,532,138	706,342
TOTAL LIABILITIES & EQUITY	<u>8,797,265</u>	<u>8,900,018</u>	<u>(102,753)</u>	<u>8,171,393</u>	<u>625,872</u>

11:10 AM
10/07/24

Alpine Springs County Water District
Statement of Cash Flows
July through September 2024

	<u>Jul - Sep 24</u>
OPERATING ACTIVITIES	
Net Income	1,524,783
Adjustments to reconcile Net Income to net cash provided by operations:	
1150.00 · Accounts Receivable - 05 Fund	(72,940)
1550.00 · Prepaid Expenses	18,399
1041.00 · Placer Co - Taxes 770	54,649
1145.05 · Accrued Int Rec Wells Fargo	(7,824)
1850.00 · Accumulate Depreciation:1850.02 · Accumulated Depr...	2,859
1850.00 · Accumulate Depreciation:1850.03 · Accumulated Depr...	2,859
1850.00 · Accumulate Depreciation:1850.04 · Accumulated Depr...	8,595
1850.00 · Accumulate Depreciation:1850.05 · Accumulated Depr...	50,142
2010.00 · Accounts Payable - 06 Fund	(5,814)
2010.00 · Accounts Payable - 06 Fund:2010.06 · Accounts Payab...	(171)
2070.00 · Accrued Payroll & Taxes - 05 Fu	(10,752)
2075.00 · Accrued Vacation Pay - 05 Fund	(337)
2010.05 · Accounts Payable - 05	(245)
Net cash provided by Operating Activities	<u>1,564,202</u>
INVESTING ACTIVITIES	
1725.00 · Park:1725.03 · Park Assets	(15,000)
1850.00 · Accumulate Depreciation:1850.06 · Accumulated Depre...	4,422
Net cash provided by Investing Activities	<u>(10,578)</u>
FINANCING ACTIVITIES	
2095.05 · Caterpillar Financial Serv - 05	(13,515)
Net cash provided by Financing Activities	<u>(13,515)</u>
Net cash increase for period	1,540,109
Cash at beginning of period	<u>1,804,985</u>
Cash at end of period	<u><u>3,345,094</u></u>

11:50 AM
10/07/24

Alpine Springs County Water District
Check Register for Current Month
September 10 - 30, 2024

Date	Num	Name	Memo	Amount	Balance
09/11/2024	ACH0911...	CalPERS (Retired)	CalPERS ID: 2668620501 Heal...	-898.45	-898.45
09/11/2024	ACH0911...	CalPERS	CalPERS ID: 2668620501	-350.00	-1,248.45
*** Missing numbers here ***					
09/21/2024	Ach09/21/...	Caterpillar Financial Services Corp	Contract #001-70093002	-4,515.56	-5,764.01
*** Missing numbers here ***					
09/23/2024	Ach09/23/...	Liberty Utilities	Alpine Springs Water Co	-5,771.38	-11,535.39
*** Missing numbers here ***					
09/10/2024	33754	Independent Technologies	Check number 33754 voided, r...	-300.00	-11,835.39
*** Missing numbers here ***					
09/16/2024	33897	Alpine Defensible Space	Invoice #240 & Invoice #241	-3,525.00	-15,360.39
09/16/2024	33898	Eastern Regional Landfill	Account #200	-178.76	-15,539.15
09/16/2024	33899	FedEx	Account #1834-0409-1	-49.75	-15,588.90
09/16/2024	33900	Independent Technologies	Invoice #6328 09/07/2024	-150.00	-15,738.90
09/16/2024	33901	Mountain Hardware and Sports	Customer #39	-1,088.07	-16,826.97
09/16/2024	33902	North Lake Auto Parts	Acct. #300	-208.42	-17,035.39
09/16/2024	33903	Pam Zinn		-147.91	-17,183.30
09/16/2024	33904	Silver State Analytical Laboratories	Inv. #RN318244, RN318424, ...	-702.00	-17,885.30
09/16/2024	33905	Tahoe City Electric Inc	Invoice #3890	-1,620.04	-19,505.34
09/16/2024	33906	Tahoe City Lumber	Invoice #2408-778017	-118.61	-19,623.95
09/16/2024	33907	Thatcher Company Of Nevada, Inc.	Customer C1081	-867.04	-20,490.99
09/16/2024	33908	Western Nevada Supply Company	Inv. #11415400 & Inv. #114215...	-935.58	-21,426.57
09/30/2024	33909	Big Bear Automotive Repair Inc.	Invoices #37931	-114.00	-21,540.57
09/30/2024	33910	FedEx	Account #1834-0409-1	-51.97	-21,592.54
09/30/2024	33911	Griswold Industries	Inv. #901366	-563.64	-22,156.18
09/30/2024	33912	Janet Grant	Sep 24 Bdgt., Fin., & BoD Mtgs	-275.00	-22,431.18
09/30/2024	33913	Janice Ganong	Sep 24 Board of Directors Mtg.	-150.00	-22,581.18
09/30/2024	33914	Evan Salke {1}	Sep 24 Bdgt., Fin & BoD Mtgs.	-200.00	-22,781.18
09/30/2024	33915	David Smelser {1}	Sep 2024 Board of Directors Mtg.	-150.00	-22,931.18
09/30/2024	33916	Christine York	Sep 2024 Board of Directors Mtg	-150.00	-23,081.18
09/30/2024	33917	Miguel G. Ramirez	Uniform Reimbursement	-498.02	-23,579.20
09/30/2024	33918	Sierra Controls, LLC	Inv. #125336 08/31/24	-240.00	-23,819.20
09/30/2024	33919	Silver State Analytical Laboratories	Inv. #RN319991, RN320105 &...	-1,596.00	-25,415.20
09/30/2024	33920	Tahoe City Chevron, Inc.	Customer #12177	-688.25	-26,103.45
09/30/2024	33921	Tahoe Supply Company	Customer #0001495	-51.80	-26,155.25

11:50 AM
10/07/24

Alpine Springs County Water District
Check Register for Current Month
September 10 - 30, 2024

Date	Num	Name	Memo	Amount	Balance
09/30/2024	33922	The Paper Trail	09/13/2024 Board Meeting	-247.50	-26,402.75
09/30/2024	33923	Total Compensation Systems, Inc.	Invoice #13595 & Invoice #13618	-2,730.00	-29,132.75
09/30/2024	33924	Truckee & Tahoe Pest Control, Inc.	Location #111393	-109.00	-29,241.75
09/30/2024	33925	USA BlueBook	Customer #814589	-555.24	-29,796.99
09/30/2024	33926	Mountain Hardware and Sports	Customer #39	-318.14	-30,115.13
*** Missing numbers here ***					
09/10/2024	ACH091024	Merchant Services	merch fees Aug 2024	-609.62	-30,724.75
*** Missing numbers here ***					
09/11/2024	Ach091124	Tahoe Truckee Sierra Disposal Co., Inc.	Customer #000355 Conf. #23	-394.62	-31,119.37
*** Duplicate document numbers ***					
09/11/2024	ACH091124	CalPERS (Active)	Customer ID: 2668620501 Heal...	-4,903.43	-36,022.80
*** Missing numbers here ***					
09/16/2024	Ach091624	Intermedia	Account #2409332018	-102.86	-36,125.66
*** Missing numbers here ***					
09/18/2024	Ach091824	Liberty 1402 Beaver Dam	Acct 200008698793 (7/25/2024...	-115.85	-36,241.51
*** Missing numbers here ***					
09/21/2024	Ach092124	Xerox Financial Service	Inv. #6190562	-241.33	-36,482.84
*** Missing numbers here ***					
09/25/2024	Ach092524	Umpqua Bank Commercial Card OPS	Account #9350	-87.26	-36,570.10
*** Missing numbers here ***					
09/10/2024	200015	SDRMA	Member #7084 Conf. #21	-425.56	-36,995.66
09/11/2024	200016	SDRMA	Ck #200016 Conf.#22	-425.56	-37,421.22
09/20/2024	200017	Badger Meter	Inv. #80169069 Conf. #24	-53.52	-37,474.74
09/20/2024	200018	Professional Communications Messaging	Account #193072 Conf #25	-42.40	-37,517.14

11:44 AM
10/07/24

Alpine Springs County Water District
Subsequent Payments Listing

October 1 - 7, 2024

Date	Num	Name	Memo	Amount	Balance
10/03/2024	100324 ac...	CalPERS (Active)	Customer ID: 2668620501 Health Insurance...	-4,903.43	-4,903.43
10/03/2024	100324 ac...	CalPERS (Retired)	CalPERS ID: 2668620501 Health Insurance...	-898.45	-5,801.88
	*** Missing numbers here ***				
10/02/2024	Payroll 09		09/27/24 Payroll	-21,457.34	-27,259.22
10/03/2024	Payroll 10	Nationwide Retirement Solutions	10/03/24 Payroll Check Date	-200.00	-27,459.22
	*** Duplicate document numbers ***				
10/03/2024	Payroll 10	CalPERS	09/27/24 Payroll Confirm 1002748549	-2,942.61	-30,401.83
	*** Missing numbers here ***				
10/02/2024	33927	Michael J. Dobrowski, CPA, LLC	October 2024 Invoice #24469	-6,000.68	-36,402.51

EXHIBIT D2

NTPFD-ASCWD Response Calls
September 2024

Basic Incident Number (FD1)	Basic Incident Date Time	Basic Incident Full Address	Basic Incident Postal Code (FD1.19)	Basic Incident Type (FD1.21)	Basic Apparatus Call Sign List	Basic Primary Action Taken (FD1.48)	Basic Additional Actions Taken 2 (FD1.66)
2024027672	9/14/2024 1:06	2430 RIVER RD / 2 ALPINE MEADOWS ROAD AND ALPINE MEADOWS RD	96146	EMS call, excluding vehicle accident with injury	M56	Investigate	
2024028659	9/23/2024 15:32	500 ALPINE MEADOWS RD / 1000 SNOW CREST ROAD AND SNOW CREST	96146	Motor vehicle accident with no injuries CANCELLED AT SCENE	E51, B5, E56, M51	Investigate	

Total Calls= 2

EXHIBIT D3



AGENDA NO: D3

MEETING DATE: 10/10/2024

General Managers Report

TO: ASCWD Board of Directors Date: October 04, 2024
FROM: Joe Mueller, General Manager
SUBJECT: General Manager and Office Activities for the Month of September 2024

Projects

1) Alpenglow (Previously Alpine Sierra) Subdivision

No activity this month

Upcoming project activity

The District's team anticipates the need to continue to work with the current or new development team to assist in project development.

2) White Wolf Subdivision

No activity this month

Upcoming project activity

The District's team anticipates the need to continue to work with Placer County and the development team to assist in project development.

General Business

- Reviewed the proposal from Feather River Forestry on treatment plan preparation for forest fuel reduction on district greenbelt lands.
- Worked with the District Auditor, Accountant, and Office Manager on the District's annual financial audit.
- Worked with BBK on a revised agreement for the storage of snow removal equipment on District lands.
- Reviewed the three proposals for the Fire and Emergency Medical services review and sphere of influence study for Eastern Placer County. Participated in the interviews of the consultants providing comments and recommendations.
- Finalized editing the fire protection and emergency medical services with the NTFPD Chief, our edits have recently been sent to our respective legal counsels for review with the expectation of having an agreement ready for both boards to act on before the end of the year.
- Reviewed customers request for penalty and late fee waivers.

- Discussed with TTSD the time and cost impacts of customers installing numerous bear boxes for one account.
- Reviewed building and/or remodeling plans with Operations staff for potential conflicts with District water or sewer lines.
- Assisted Operations with the evaluation of water losses and / or leak identification.
- Attended the monthly area General Managers meeting.

Office Activities Performed by Office Manager

- Continued to work with AWAXX on preparations to update the park card reader system.
- Coordinated late fee calculations with District Accountant.
- Processed customer payments.
- Assisted customers on property and account ownership changes and updates.
- Worked with the District Auditor, Accountant, and General Manager on the District's annual financial audit.
- Answered questions on customer annual billings.

EXHIBIT D4

**ASCWD OPERATIONS REPORT
WATER / WASTEWATER
FOR 9-1-24 THRU 9-30-24**

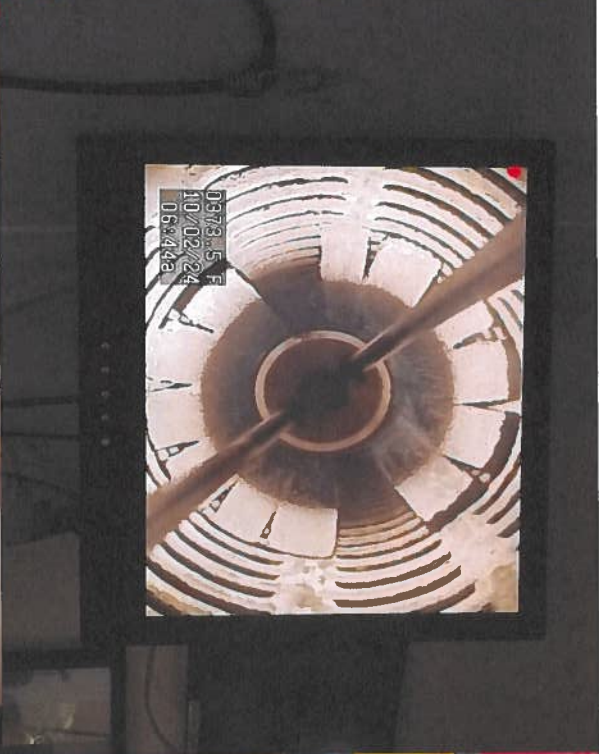
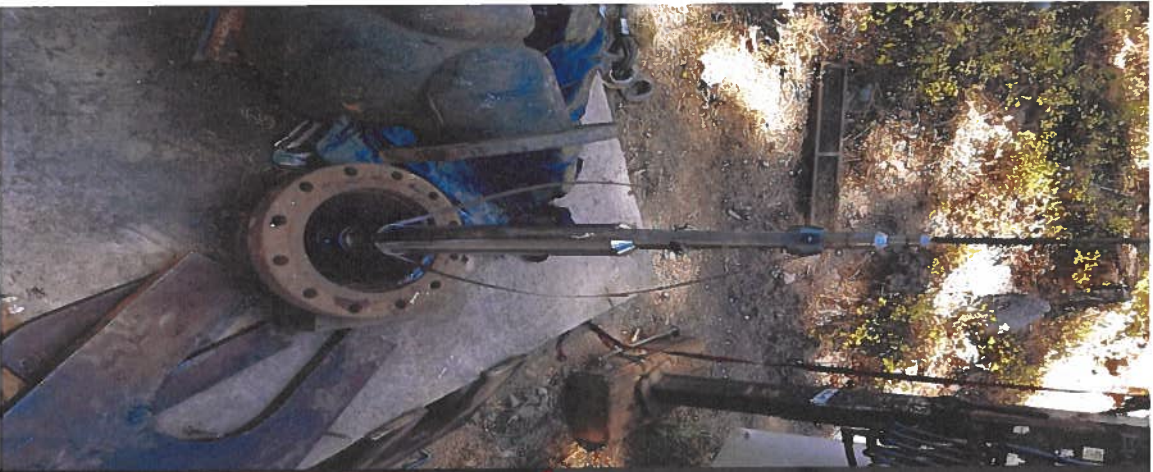
TO: Board of Directors
DATE: October 12th, 2024
FROM: Miguel Ramirez, Operations & Maintenance

Wastewater Flows: 30 Days / September 2024 normal operation throughout the month.

<u>Minimum Flow</u>	<u>Maximum Flow</u>	<u>Average Flow</u>
8,000 GPD	115,000 GPD	33,000 GPD

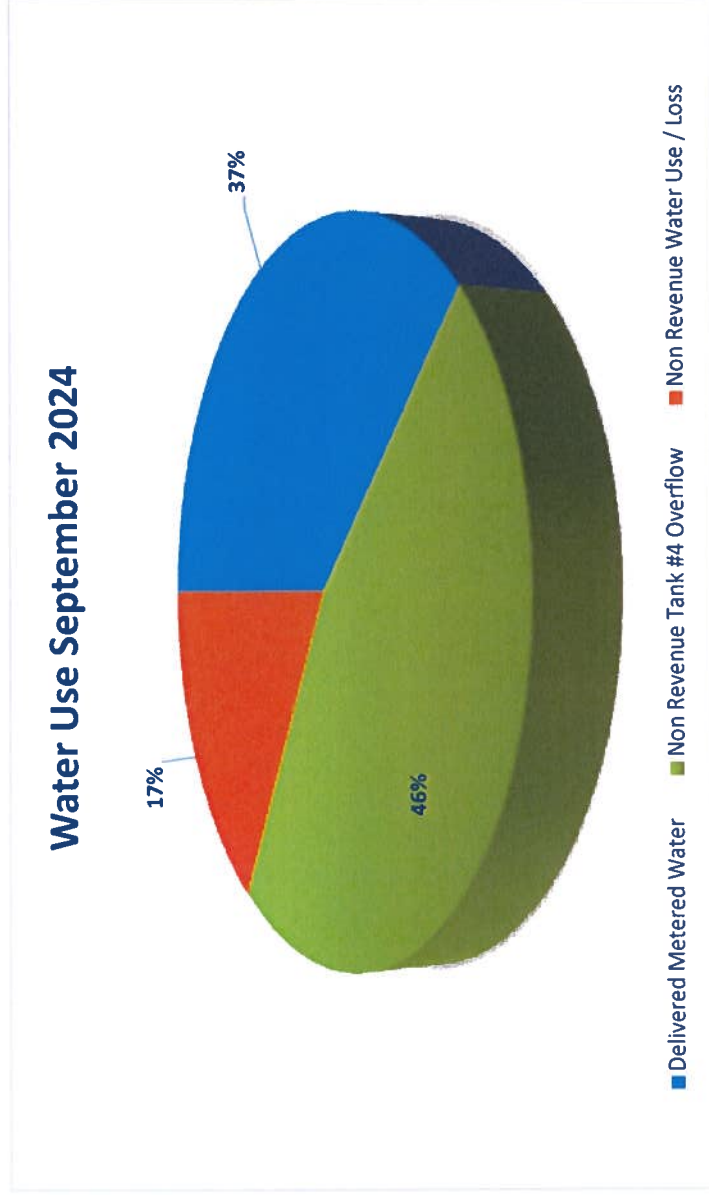
Operations / Maintenance / Repairs:

- All routine water zone samples came back absent from Coliform and E-coli.
- We have completed the CA SOC sampling, Raw and Lead/Copper sampling for the month of September.
- The LCRR has been reviewed and approved by the Division of Drinking Water (DDW) LCRR Unit. (LCRR is the Lead service line inventory that was due by this October).
- Carson Pump has installed a new slotted liner in the R-2 Snowmaking well. (Installed a smaller section of liner at the bottom with smaller slots to keep out packing material and they are expecting no loss in GPM).
- We had new ADA Compliant handrails built for the park stairs. (New handrails that are ADA improvements for the Community Park). (We are preparing and painting them in-house, and they should be done this week).
- Hydrant flushing and maintenance have been completed for the year

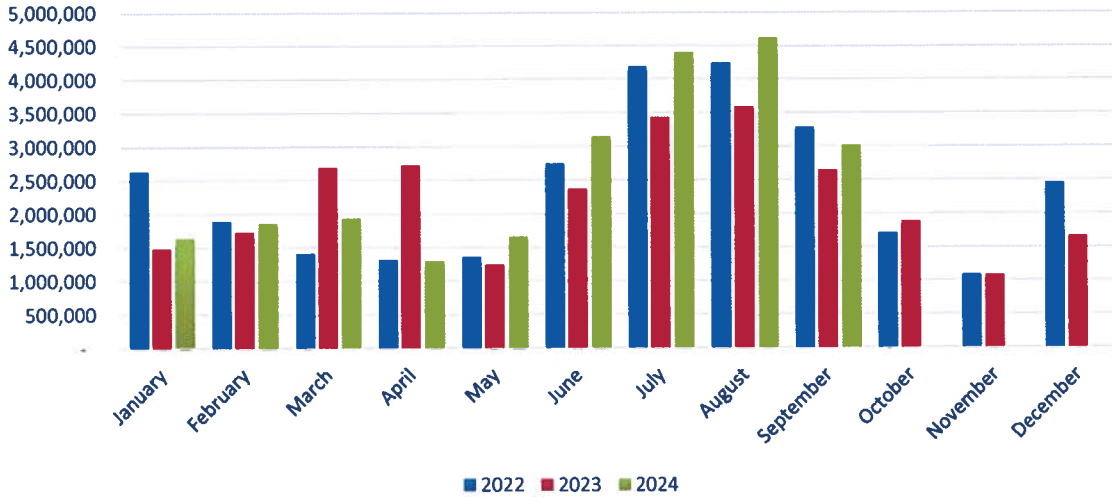


ALPINE SPRINGS COUNTY WATER DISTRICT SEPTEMBER 2024 WATER REPORT

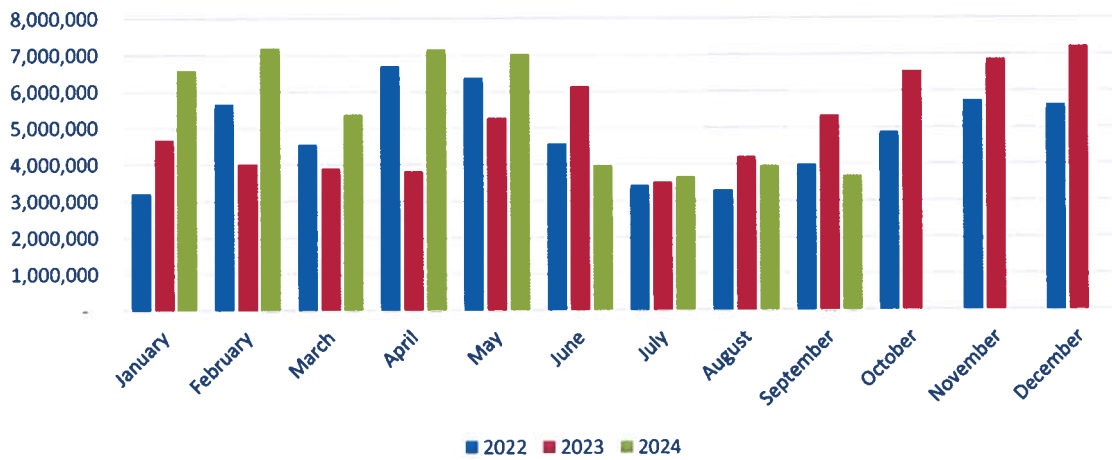
Total Potable Water Production	8,087,077	Gallons
Delivered Metered Water	3,018,643	Gallons
Non Revenue Tank #4 Overflow	3,701,250	Gallons
Non Revenue Water Use / Loss	1,367,184	Gallons



Delivered Metered Water per Month (gallons)



Non Revenue Tank #4 Overflow to Bear Creek per Month (gallons)



Total Water Production per Month (gallons)

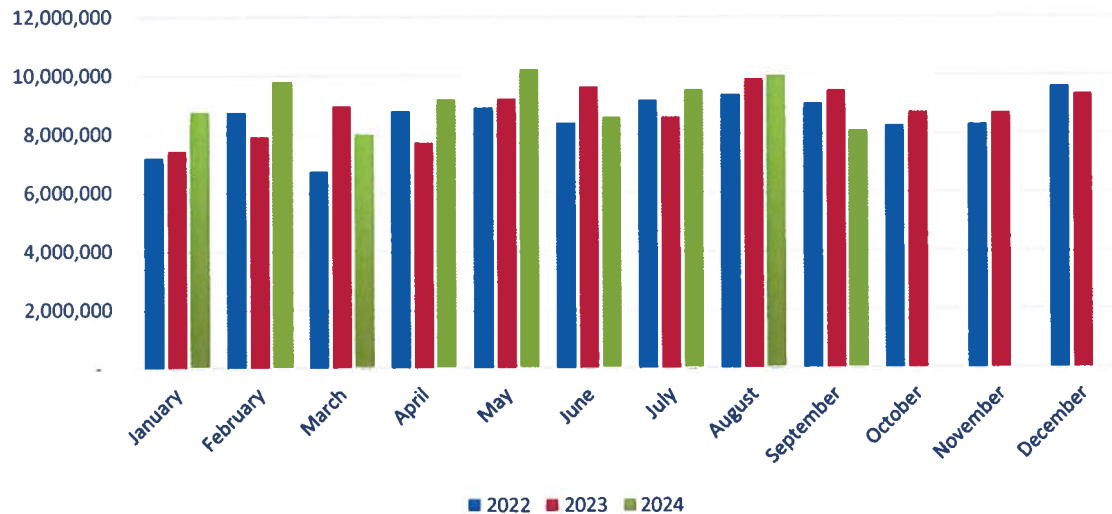


EXHIBIT D5

T-TSA BOARD MEETING SUMMARY

09/18/2024 Regular BOD Meeting

1) The August 21, 2024 Board meeting was held in person and via Zoom:

- T-TSA Board Meeting Videos available at: <https://vimeo.com/user183648821>

2) Public Comment (provided during Public Comment or Agenda items).

- None

3) Status Report:

a) Operations Report:

- All plant waste discharge requirements were met, and the plant performed well in August.
- Weed abatement on odorous air biofield complete.
- Added media to final effluent filter #1.

b) Laboratory Report:

- Support of the Digestion Improvement Project with gas sampling.
- Annual Proficiency testing scheduled.
- Internal Assessment completed.

c) Public Outreach:

- Plant Tours: Visiting TMWRF on 9/17/24.
- Public Outreach: Staff participated in public outreach for the Truckee Music Fest.

d) Capital Projects Report:

- Digestion Improvements Project: Building location determination underway. Boiler sizing and heating demand calculations are being determined. TRI Alpine Meadows to Olympic Valley Rehabilitation Project: So far, very positive response from all permitting agencies. Public response to early notification is very positive. Likely narrowing in on the CIPP UV cured option but still finalizing the assessment. Nutrient Removal Alternatives Study: Short-listed alternatives selected. Visited several facilities representing short-listed alternatives. Preparing for the intense workshop (CAMP). Fate and Transport Study: Responding to requests for information. Approximately 4-month window for phase 1.
- Please visit the "Projects" page on the Agency website for updates on ongoing projects by using the following link: <https://www.ttsa.ca.gov/home/pages/construction-projects>

e) Other Items Report: The Board Approved:

- Approval of the Regular Board meeting minutes from August 21, 2024.
- Ratification of payment of General Fund warrants and review and approval of the August Financial Results.
- Review and Approval of High-Strength Waste (HSW) Study.
- Authorization for the General Manager to Execute an Avigation Easement with the Truckee Tahoe Airport District.
- Authorization for the General Manager to Execute a Land Lease Amendment with the Truckee Donner Public Utility District.
- Approval of the Agency Annual Employee Appreciation Dinner.
- Additionally:
 - Update and Discussion on the Nutrient Removal Alternatives Study.

EXHIBIT E1

Alpine Springs County Water
Budget and Finance Committee Report
Thursday, September 12, 2024 9:30 a.m.

Members: Janet Grant, District Director, Chair
Evan Salke, District Director, absent
Joe Mueller, General Manager
Advisors: Mike Dobrowski, CPA, District Accountant
Staff: Laurie Axell
Guests: None

Items discussed and recommendations to board:

1. PUBLIC COMMENT
 - a. No public comment.

2. ITEMS FOR COMMITTEE DISCUSSION AND RECOMMENDED ACTION
 - a. Monthly Financial Reports
 - i. After reviewing the August financial reports and the payables the committee recommends board approval.
 - b. Treasurer's Report
 - i. Joe has been working with Wells Fargo Advisers to identify investment options for the next investment of our funds, beyond operations needs, in Plumas Bank. After reviewing capital project needs for this fiscal year Evan feels we should be able to generate \$20,000+ in income for the remainder of this fiscal year.
 - c. Unbudgeted Expenses
 - i. Joe's conversations with the ski area representatives about the snow making well repair resulted in the ski area asking that all expenses related to the well repair be sent directly to them for payment. To date there have been about \$18,000 in expenses. The well casing is compromised so another solution is required which is estimated to cost around \$65,000.

3. MEMBERS' COMMENTS
 - a. No members comments.

4. CORRESPONDENCE
 - a. There was no correspondence this month.

5. ADJOURNMENT
 - a. The committee adjourned at 10:15 a.m.

6. NEXT MEETING
 - a. Next B&F meeting: Thursday, October 10, 2024 9:30 a.m.

ALPINE SPRINGS COUNTY WATER DISTRICT OCTOBER 2024 TREASURERS REPORT FY 24/25

	Account Balance	Report Date	Interest
Checking Plumas Bank	\$ 463,251	10/1/2024	0.00%
LAIF	\$ 186,525	10/1/2024	4.579%
Placer County Treasurer	\$ 172,035	8/31/2024	3.797%
CERBT	\$ 159,632	9/30/2024	2.010%
California CLASS	\$ 1,400,193	9/30/2024	5.260%
Wells Fargo Bonds	\$ 254,010	8/31/2024	4.800%
Wells Fargo CDs	<u>\$ 884,586</u>	8/31/2024	5.160%
	<u>\$ 3,520,231</u>		

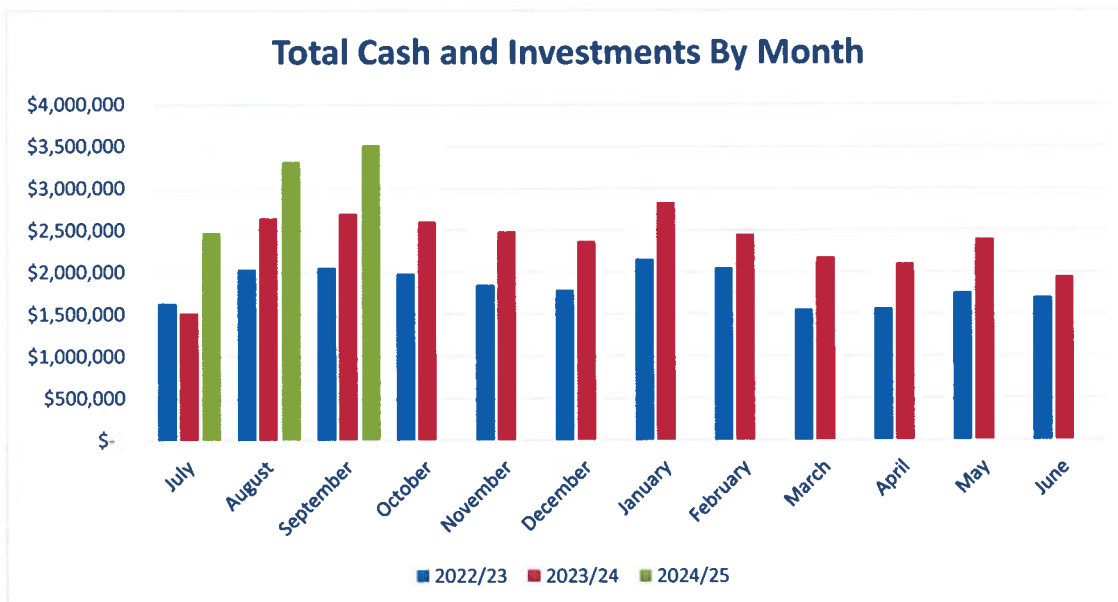
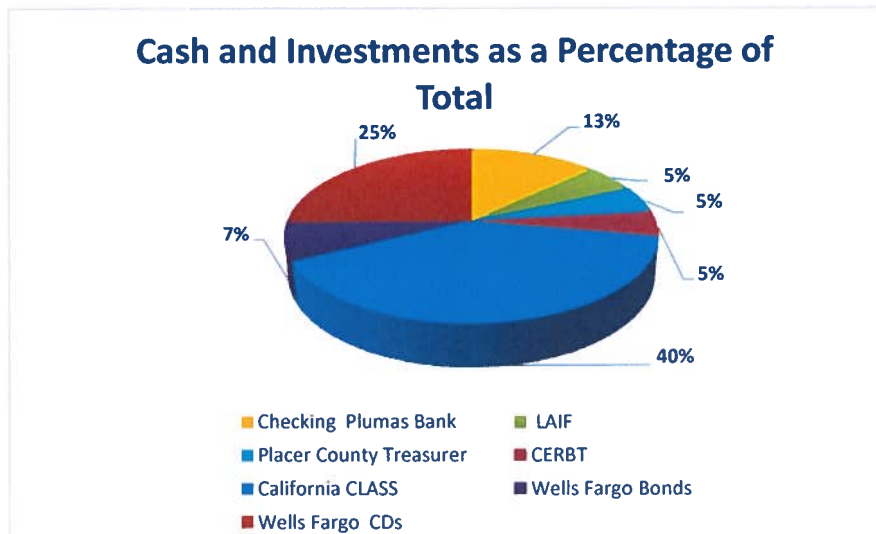


EXHIBIT F1



AGENDA NO: F1

MEETING DATE: 10/10/2024

Staff Report

TO: ASCWD Board of Directors Date: October 01, 2024
FROM: Joe Mueller, General Manager
SUBJECT: USE OF ALPINE SPRING COUNTY WATER DISTRICT (ASCWD) LANDS TO STAGE AND STORE SNOW REMOVAL EQUIPMENT

BACKGROUND

Last year the District entered into a one-year agreement with Sierra Pacific / Alpine Enterprises, a snow removal contractor from the local area to stage and store their snow removal equipment locally in the Alpine Meadows Valley on District owned lands. Due to complications managing an outside contractor operating out of District property, staff recommended ending the practice of leasing land to contractors for equipment storage. The Contractor appealed to the Board for reconsideration at the September Board meeting, at which time the Board asked staff to work with District legal counsel (BBK) to see if updates to last year's agreement can be made to address the complications and concerns that arose the prior year.

DISCUSSION:

The use of ASCWD lands by Sierra Pacific / Alpine Enterprises for the staging and storage of snow removal equipment used in the Alpine Meadows area could provide a benefit to the community by having snow removal equipment staged and available locally during winter snow events.

Staff Working with District legal counsel (BBK) feel the proposed updates to last year's agreement should help to address the complications and concerns that arose the prior year.

FISCAL IMPACT:

The net impact of the agreement would be budget positive, the Agreement will offset the annual cost of asphalt crack and slurry sealing of the park and well house parking lots by \$4500 and will provide all snow removal services at the District Office, Fire Station, and Vehicle Storage / Maintenance Building.

RECOMMENDATION:

The Board provide the General Manager with authority to execute the Agreement with the snow removal contractor allowing for the staging and storage of snow removal equipment used in the

Alpine Meadows area on Alpine Springs County Water District Property during the winter snow removal season.

Attachments:

1. License Agreement between Alpine Springs County Water District and Sierra Pacific / Alpine Enterprises

LICENSE AGREEMENT

This LICENSE AGREEMENT (“**Agreement**”) is made and entered into this [REDACTED]th day of [REDACTED], 2024 (“**Effective Date**”) by and between the Alpine Springs County Water District, a California county water district formed pursuant to Division 12 of the Water Code of the State of California with its principal place of business at 270 Alpine Meadows Road, Alpine Meadows, California (“**District**”) and **Alpine Enterprises, Inc.** at P.O. Box 7844 Tahoe City, CA 96145, a California corporation with its principal place of business at Tahoe City, CA (“**Licensee**”). District and Licensee may be individually referred to as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

A. District is the fee owner of that certain piece of real property more fully described in **Exhibit A** attached hereto and incorporated herein by reference (“**Property**”).

B. Licensee desires to obtain from District a license to use a portion of the Property as more fully described in **Exhibit B** attached hereto and incorporated herein by reference (“**Premises**”) for storage purposes on the terms and conditions set forth in this Agreement.

C. The Parties desire to enter into this Agreement to set forth the Parties respective obligations pertaining to Licensee’s use of the Premises.

AGREEMENT

NOW, THEREFORE, the Parties, in consideration of the mutual promises set forth in this Agreement, agree as follows:

1. Purpose & Grant of License.

1.1 Grant of License. Subject to the terms of this Agreement, District hereby grants Licensee a temporary, revocable, and non-exclusive license (“**License**”) to enter upon, occupy and use the Premises during the Term (defined below) solely for the Use (defined below). The License includes a limited right of entry for Licensee to enter and travel over the Property to the extent necessary to access the Premises.

1.2 Definition of Use. Licensee shall use the License solely to store snow removal equipment on the Premises, and for no other purposes, from November to May (“**Use**”) and at no point during the Term of this Agreement shall Licensee’s personal property impede District staff access to the any District-owned property.

1.3 District’s Right of Access. District shall have the right, without notice and in its sole discretion, to enter the Premises for any reason, including, without limitation, to inspect the Premises.

1.4 Lawful Use / Restricted Activities.

1.4.1 Lawful Use. Licensee shall use the Premises only: (i) for the Use; (ii) for lawful purposes and consistent with any and all applicable local, state, and federal statutes, regulations, rules and ordinances related to the Premises, Property, and Use; and (iii) shall at all times comply with any orders provided to Licensee by any authority having jurisdiction over the same.

1.4.2 No Modifications. Licensee shall not alter, modify, or improve the Premises, including, without limitation, by performing any construction work or causing any permanent fixtures or appurtenances to be installed or constructed on the Premises, unless District provides prior, written consent.

1.4.3 No Hazardous Materials. Licensee shall not store any Hazardous Materials on the Premises. “**Hazardous Materials**” shall mean: any hazardous or toxic wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by all applicable local, state and federal laws, including but not limited to, 42 U.S.C. 6901 et seq. 42 U.S.C. 9601 et. seq. and California Health and Safety Code Sections 25100 et.seq., and 25300 et. seq.; petroleum and petroleum-based products, byproducts and fractions; asbestos; polychlorinated biphenyls; and radioactive materials.

1.4.4 Leak / Spill Containment. Licensee shall provide oil containment trays with absorption pads under each piece of equipment when parked. Any piece of equipment identified as leaking by District staff shall be removed from District property by the Licensee within 8 hours of notification or will be subject to District removal at the sole cost and liability of Licensee. All identified leaks must be mitigated and cleaned up by the Licensee within 8 hours of notification or will be subject to District staff mitigation and cleanup at the sole cost and liability of Licensee, charged at \$500 per hour per staff member. Licensee is solely responsible for any and all costs associated with the storage of equipment on the Premise, without limitation. Further, Licensee is solely liable for any and all costs, fines, and other legal liabilities and legal actions as a result of any oil, gas, or other hazardous materials that may leak, spill, or exit the equipment stored on the Premise whether or not the Licensee is provided notice by the District of the spill or leak. The requirements described in this subsection shall survive the termination of this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire on July 1, 2025 (“**Term**”), unless terminated early by either Party.

3. Maintenance, Security & Surrender.

3.1 Maintenance. Licensee shall, at its sole cost and expense, keep the Premises, surrounding areas, and all Licensee’s Property in good and attractive order, condition and repair, normal wear and tear excepted.

3.2 Licensee’s Responsibilities. In exchange for using the Premises pursuant to the terms of this Agreement, Licensee shall perform the following services:

3.2.1 Snow Removal. Licensee shall provide all snow removal services on a minimum basis of twice per storm day and as frequent as the District deems necessary to ensure safe and continuous access during the entire Term of this Agreement at the following

locations: the Districts' Office, Maintenance building and Fire House located at 270 Alpine Meadows Road, Alpine Meadows, California. Licensee will be responsible for any and all outside cost occurred to the District resulting from the Licensee's failure to perform said snow removal.

3.2.2 Asphalt Crack and Slurry Seal. Licensee shall pay at the execution of this agreement \$4,500 to offset the cost to crack and slurry seal the parking area of the Property described above designated for Licensee's use.

3.3 District Right to Alter. District retains the right to make any alterations, improvements or additions to the Premises that it desires during the Term of this Agreement.

3.4 Licensee's Obligation to Secure Premises. Licensee expressly acknowledges that District shall not provide any security services or measures for the Premises beyond that which District currently provides for the Property, or otherwise take any steps to secure the Premises and/or to protect any of Licensee's property stored on the Premises. Licensee shall be solely responsible, at its sole cost and expense, for employing reasonable security measures to protect the Premises and Licensee's property thereon, including, without limitation, from vandalism, theft, or other criminal conduct.

3.5 Surrendering the Premises.

3.5.1 Upon the expiration or early termination of the License, Licensee shall, at its sole cost and expense:

3.5.1.1 Promptly remove all of its property from the Premises and return the Premises to District in the same condition as of the Effective Date, normal wear and tear excepted; and

3.5.1.2 Repair all damage to the Premises, if any, resulting from such removal and/or Licensee's use of the Premises.

3.5.2 Any of Licensee's property not so removed may, in District's sole discretion, be deemed abandoned and may be stored, removed, and disposed of by District at Licensee's expense, and Licensee waives all claims against District for any damages resulting therefrom. If District elects to charge Licensee for storage, removal, or disposal costs provided for hereunder, District shall provide a written invoice to Licensee, payable within thirty (30) days of receipt.

4. Insurance, Indemnification & Liability Limitations.

4.1 Insurance.

4.1.1 Licensee shall have and maintain in force during the Term, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	\$1,000,000 each occurrence \$2,000,000 aggregate
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Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 each occurrence \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law

4.1.2 Licensee shall provide to District certificate(s) of insurance and endorsements satisfactory to District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to District prior to cancellation. Except for worker's compensation insurance, District shall be named as an additional insured on all policies. Licensee's policy(ies) shall be primary; any insurance carried by District shall only be secondary and supplemental. Licensee shall not occupy the Premises until Licensee has obtained the required policy(ies), and the certificate(s) of insurance and endorsements have been provided to District; provided, however, that District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

4.2 Indemnification. Licensee hereby agrees to indemnify, defend, assume all liability for, and hold harmless District, its officers, employees, agents, and representatives (collectively, "**Indemnified Parties**"), to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs, and expenses (including without limitation any fines, penalties, judgments, actual litigation expenses, and attorneys' fees), and/or personal injuries or death to any persons (collectively, "**Claims**"), arising out of or in any way connected to this Agreement, the Premises, and/or the Use, except for those damages solely caused by District's willful misconduct or negligent errors or omissions. Licensee's obligation to the Indemnified Parties shall survive the expiration or early termination of this Agreement.

4.3 Liability Limitation / General Waiver. As a condition of District's grant of the License to Licensee, Licensee agrees to the following:

4.3.1 Licensee acknowledges that District is permitting the Licensee to use the Premises free of charge, and that Licensee is voluntarily and freely entering into the Agreement to utilize the Premises and/or Property, and that District shall not monitor the Premises, provide security for the Premises, and shall in no way secure the Premises or Licensee's property thereon. Licensee further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Licensee hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Licensee, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, and any other person using or entering the Property and/or Premises, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to the Use, Agreement, the Property and/or Premises. Licensee shall make all of its employees or volunteers aware of, and require they agree to, this provision prior to accessing the Property and/or Premises.

4.3.2 In no event shall District be liable, regardless of whether any claim is based on contract or tort, for any and all damages, including, without limitation, any special or consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Use, Agreement, the Property and/or Premises.

4.3.3 Licensee's obligation hereunder shall survive the expiration or early termination of this Agreement.

5. Termination. Either Party may terminate this License for any reason upon seven (7) days prior written notice to the other Party. To the extent that there are any sums owed to District by Licensee for any reasons, including, without limitation, Licensee's material breach of this Agreement, District will invoice for any such costs, payable within thirty (30) days of receipt.

6. Notices. Any notice or other communication ("**Notice**") which any Party may desire to give to the other Party under this Agreement must be in writing and may be given by any commercially acceptable means, including via first class certified mail, personal delivery, or overnight courier, to the Party to whom the Notice is directed, at the address of the Party as set forth below, or at any other address as that Party may later designate by Notice. Any Notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, certified and postage prepaid, return receipt requested, and on the next business day if sent via nationally recognized overnight courier.

District: Alpine Springs County Water District
270 Alpine Meadows Road, Alpine Meadows,
California 96146

Licensee: Alpine Enterprises, Inc.
P.O. Box 7844, Tahoe City, California 96145

7. No Waiver. The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

8. Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

9. Venue. This Agreement is made in Placer County, California. The venue for any legal action in state court filed by any Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Placer. The venue for any legal action in federal court filed by any Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Eastern District of California.

10. Attorney's Fees. Each Party shall bear their attorney's fees and costs for any action arising out of, or brought to enforce any term of, this Agreement.

11. Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

12. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

13. Amendment of Agreement. This Agreement may be amended at any time only by mutual agreement of the Parties. Any amendment shall be in writing and signed by all Parties.

14. Entirety of Contract. This Agreement constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

15. Calculation of Time. For the purposes of this Agreement, “day(s)” refers to calendar days unless otherwise specified.

16. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

17. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

18. Assignment. The obligations and liabilities of a Party pursuant to this Agreement shall not be assigned voluntarily by a Party nor assigned by operation of law, without express written consent of the other Party.

19. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

[SIGNATURES ON FOLLOWING PAGE]

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

<p>ALPINE SPRINGS COUNTY WATER DISTRICT</p> <hr/> <p>Joe Mueller General Manager</p>	<p>ALPINE ENTERPRISES, INC.</p> <hr/> <p>Andrew Shera General Manger</p>
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EXHIBIT A

DESCRIPTION OF "PROPERTY"

The term "Property" as used in this Agreement consists of the following District-owned real properties:

1. 270 Alpine Meadows Road, Alpine Meadows, CA 96146 and is described as follows:



EXHIBIT B

DESCRIPTION OF “PREMISES”

The term “Premises” as used in this Agreement consists of the following:

1. An area located within 270 Alpine Meadows Road, Alpine Meadows, CA 96146 designated as the District park access road and parking area which is more specifically described below:



EXHIBIT F2



AGENDA NO: F2

MEETING DATE: 10/10/2024

Staff Report

TO: ASCWD Board of Directors

Date: October 03, 2024

FROM: Joe Mueller, General Manager

SUBJECT: AGREEMENT FOR ACCOUNTING PROFESSIONAL SERVICES

BACKGROUND:

Since 2002, CPA, Michael J. Dobrowski has been an integral part of the Alpine Springs County Water District team providing professional accounting services under a Contract Agreement.

As part of the District annual fiscal audit, it was discovered the agreement for accounting professional services needed to be updated and renewed. The basis of the agreement being an annual fee adjustment, and the agreement renewal take place automatically unless canceled by either party needed clarification.

DISCUSSION:

Michael's past work with the District has resulted in clear and concise financial reports and favorable District audits year after year.

FISCAL IMPACT:

The expense for Professional Accounting Services is Budgeted for annually as Accounting Fees and has been included in the current approved budget.

RECOMMENDATION:

In accordance with ASCWD Policy Number: 4.12.0 Consultant and Contractor Selection, authorize the General Manager to execute a Contract Agreement for Professional Accounting Services with CPA, Michael J. Dobrowski.

Attachments:

Proposed Agreement for Professional Accounting Services with CPA, Michael J. Dobrowski.

Fixed Price Agreement

October 10, 2024

Dear Joe,

In order to document the understanding between us as to the scope of the work that Michael J. Dobrowski, CPA and staff will perform, we are confirming this Fixed Price Agreement with Alpine Springs County Water District. To avoid any misunderstandings, this Agreement defines the services that we will perform for you as well as your responsibilities under this Agreement.

2024 PROFESSIONAL SERVICES

Michael J. Dobrowski will perform the following services for Alpine Spring County Water District during 2024:

Payroll - Time sheets will be transmitted by staff to CPA's office each pay period at which time we will work with iSolved to process the information and produce paychecks or direct deposit vouchers. Quarterly and year-end information will be transmitted to the required agencies. Third party payroll processing fees (iSolved) will be the responsibility of the District.

Accounts Payable – Invoices will be forwarded to CPA's office for disbursement. Checks will be cut and forwarded to the General Manager for review, signatures and mailing.

Accounts Receivable – My accounting staff will produce the annual billing for District services. A second and third notice will be sent on an as needed basis. The District will reimburse the accounting firm for postage and provide the desired envelopes for mailing. The District will perform any additional collection efforts that are required above and beyond a third notice. Payments will be received and deposited by the District's staff.

Account Reconciliations/General Ledger – All balance sheet accounts will be reconciled on a monthly basis or on an as needed basis for the external auditors. The District will provide any and all documentation to support account balances and the reconciliation process.

Audit Assistance – The CPA will be available for any questions during the audit. My office will prepare any special reports or audit work papers requested by the external auditors.

Financial Reporting – Monthly financial statements will be provided to the General Manager. Statements will follow a format approved by the District and meet the timing requirements set forth by the General Manager. Access to all financial information will be forwarded to the General Manager on an as needed basis. The CPA will maintain the QuickBooks desktop file and pay for the license and access fees to Rightworks.

Budget – The CPA will assist the General Manager with budget issues and input the Board approved budget into QuickBooks.

Phone Calls and Meetings during 2024 – Unlimited phone and e-mail support for personnel and / or independent contractors and agents regarding accounting assistance and transaction analysis will be included in this contract.

Unanticipated Services

Since our Fixed Price Agreement provides ongoing access to the accounting, tax and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice by the fear of additional service charges. While the fixed price entitles your district to unlimited consultation with us, if your question or issue requires additional research and analysis beyond the consultation, that work will be performed at the expense of the District. An estimated price will be provided for additional work and must be approved by the General Manager before it is performed if it exceeds \$200. Examples of additional work may include assisting consultants with long range plans or providing special reports to the budget and finance committee. This service will be performed on an as needed basis and included with the monthly bill to Alpine Springs County Water District utilizing a separate line-item description.

Payment Terms

The following payment plan is hereby agreed to by Alpine Springs County Water District:

A monthly fee of \$6,000.68, effective January 1, 2024, will be due on the 10th of each month in which the services are to be performed. Furthermore, it is understood that either party may terminate this Agreement at any time, for any reason, within 10 days of written notice to the other party. The provisions of this contract will be in place for 12 months with an annual automatic 12-month renewal that includes a COLA adjustment (same percentage used for the District employees) unless canceled by either party with a minimum of 60 days' notice. There will also be an annual option to adjust the terms and conditions if agreeable to both the District and CPA.

If you agree that the above adequately sets forth Alpine Springs County Water District's understanding of our mutual responsibilities, please authorize this Agreement and return it to our office. A copy is provided for your records.

We would like to take this opportunity to express our appreciation for the opportunity to serve you.

Very Truly Yours,

By: _____

Michael J. Dobrowski, CPA

Agreed to and accepted:

By: _____ Date: _____

Joe Mueller, General Manager