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## ALPINE SPRINGS COUNTY WATER DISTRICT

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**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:** Friday, October 13<sup>th</sup>, 2023  
**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](mailto:info@alpinesprings.org), or by mail before Tuesday October 10<sup>th</sup>, 2023 @ 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: 834 7397 5137; passcode: 329145. Please mute yourself unless you are speaking. Times listed are approximate.

Join Zoom Meeting:

<https://us06web.zoom.us/j/83473975137?pwd=MaezN3tvJrOtV9UXj25MmwdVbwaZPB.1>

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## **ALPINE SPRINGS COUNTY WATER DISTRICT**

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**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. The public may speak on any agenda item at this time or after the Board has discussed the item, but prior to a vote. No action can be taken on items addressed under Public Comment that are not on the agenda. Individual public participation will be limited to five minutes in duration.

### **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 8<sup>th</sup>, 2023.

### **D. DEPARTMENT REPORTS**

#### **D1) FINANCIAL REPORT**

Mike Dobrowski, CPA, shall discuss the September 2023 monthly and yearly 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 activities of North Tahoe Fire Protection District, with special regard to those which impact Alpine Meadows, including September 2023 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 2023.

#### **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 2023 Water/Sewer Report.

#### **D5) TTSA REPORT**

The Regular Meeting summary report for September 20<sup>th</sup>, 2023, is attached.

### **E. COMMITTEE REPORTS**

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

Met October 12<sup>th</sup>, the previous month September 7<sup>th</sup>, 2023, B&F report is attached.

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

No Meeting, Park is scheduled to close Monday October 16<sup>th</sup>.

#### **E3) LONG RANGE PLANNING COMMITTEE (DIRECTOR SMELSER)**

Met on September 18<sup>th</sup> in a joint meeting with the ASCWD Board of Directors. Revised Capital Improvement Projects Review Memorandum from Carollo Engineers attached.

#### **E4) ADMINISTRATION & PERSONNEL COMMITTEE (DIRECTOR GANONG)**

No meeting

### **F. BUSINESS ITEMS FOR BOARD DISCUSSION & ACTION**

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## ALPINE SPRINGS COUNTY WATER DISTRICT

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

- F1) SNOW CREST MEADOW RESTORATION  
Michele Prestowitz with the Truckee River Watershed Council will give a project status update on the work that has been performed in the meadow.
- F2) AGREEMENT FOR FIRE PROTECTION, EMERGENCY MEDICAL AND RELATED SERVICES BY THE NORTH TAHOE FIRE PROTECTION DISTRICT TO THE ALPINE SPRINGS COUNTY WATER  
Review and Reconsideration
- F3) FALL 2023 ASCWD NEWSLETTER  
Consider for approval the content of the Fall 2023 ASCWD Newsletter

### **G. FUTURE AND OPEN AGENDA ITEMS**

- FY2022/2023 District Audit

### **H. 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.

### **I. CLOSED SESSION**

None

### **J. 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.

### **K. 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 10<sup>th</sup>, 2023, at 9:00 a.m.

I certify that on or before Tuesday October 10<sup>th</sup>, 2023, at 9:00 a.m., I personally posted and forwarded agendas as requested.

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Joe Mueller, General Manger  
Alpine Springs County Water District

# EXHIBIT C1

1 **ALPINE SPRINGS COUNTY WATER DISTRICT**  
2 **MINUTES OF THE REGULAR BOARD OF DIRECTORS MEETING**  
3 **September 8, 2023**

4 This meeting was a "hybrid" of an in-person meeting for Board and staff and Zoom for additional attendees  
5  
6

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

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

10 Directors Present: President Janet S. Grant, Vice-President Janice Ganong, Dave Smelser, and  
11 Christine York. Salke arrived at 9:10AM

12 Directors Absent: None

13 Staff Present: General Manager Joseph Mueller and Office Manager Laurie Axell  
14

15 Guests included NTFPD Fire Chief Steve Leighton, Fire Marshall Brent Armstrong, and Alan Whisler  
16

17 **B. PUBLIC COMMENT**

18 There were no comments on items not on today's agenda.  
19

20 **C. APPROVAL OF MINUTES**

21 **C1) AUGUST REGULAR BOARD MEETING**

22 It was moved by Smelser and seconded by Ganong to approve the minutes of the August 7, 2023  
23 Regular Board meeting as corrected. Motion carried unanimously.  
24

25 **D. DEPARTMENT REPORTS**

26 **D1) FINANCIAL REPORT**

27 The August financial reports were in today's meeting packet.  
28

29 It was moved by Ganong and seconded by Smelser to approve the financial reports for the  
30 month of August 2023 as presented. Motion carried unanimously.  
31

32 It was moved by Ganong and seconded by York to approve payment of checks #33117 – 33166,  
33 payroll, and electronic fund transfers. Motion carried unanimously.  
34

35 The Treasurer's Report was reviewed. Grant reported the Budget & Finance Committee noted the large  
36 balance in the Operating account and suggested some of the funds should go into 3-month Treasury  
37 Bills.  
38

39 **D2) FIRE DEPARTMENT REPORT**

40 Alan Whisler reported nine calls were responded to in Alpine Meadows last month. He reviewed  
41 staffing.  
42

43 Brent Armstrong said the five-year mitigation study is being completed. He hopes to present it to this  
44 Board next month.  
45

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

47 General Manager Joe Mueller presented his activity report for the month of August 2023. He  
48 highlighted the projects and administrative issues being addressed.  
49

50 **D4) OPERATION & MAINTENANCE DEPARTMENT REPORT**

1 charged at the Tier 2 rate.  
2 **ROLL CALL VOTE**  
3 **AYES: Ganong, York, and Grant**  
4 **NAYES: Smelser and Salke**  
5 **Motion carried.**

6  
7 Mueller presented an email from an owner asking to make multiple payments throughout the year  
8 without being charged late fees. Mueller has advised him of the option to make those payments in  
9 advance, but not in arrears. The owner also asked about options for online payments, which the office  
10 manager is investigating.

11  
12 **I. CLOSED SESSION**  
13 Closed Session was not convened.

14  
15 **J. DIRECTORS' COMMENTS**  
16 Per Board direction, Mueller has investigated costs of a large TV monitor for the meeting room.  
17 Discussion followed regarding the appropriate size and how it may be used. Ganong offered to  
18 purchase a large monitor for the District.

19  
20 Smelser asked for clarification on how the Carollo study can be reviewed. It is online and there is a  
21 hard copy at the office.

22  
23 **K. ADJOURNMENT**  
24 There being no further business to come before the Board, the meeting was adjourned at 11:22 AM.  
25 The next regularly scheduled Board meeting is Friday October 13, 2023 at 9:00 AM.

26  
27 Respectfully Submitted,  
28 Judy Friedman  
29 Recording Secretary  
30 THE PAPER TRAIL SECRETARIAL & BUSINESS SOLUTIONS  
31

# EXHIBIT D1

**Subject:** *September 2023 Month End Review*

**For:** *Alpine Springs County Water District*

**To:** *The Board of Directors*

**Prepared by:** *Michael J. Dobrowski, CPA 10/08/23*

On a year-to-date basis our net income was \$286,552 higher than the prior fiscal year. Most of that is due to rate increases. Net income was \$303,514 higher than budget on a year to date basis.

Our cash position has increased by \$692,095 from the prior year. There remains \$159,224 of outstanding accounts receivable to be collected.

**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 Balanced Fund and P&L 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 & Bank of the West Account – Prior Month statement.

**Cash reserved for Capital –**            **\$0 + \$139,040= \$139,040**

        Prior Year + (10% of annual revenues (\$1,747,666-357,270) less Garbage)

**Cash available for operations –**            **\$2,457,873**

        (Remaining balance \$2,596,913-139,040)

**In Transit Timing Differences**  
No significant differences.



<b>Work in Progress Accounts</b>	<b>Current Year</b>	<b>Total</b>
Overlay Front Half Circle	22,000	22,000
Upgrade Backup Battery Tank 2&5	<u>0</u>	<u>3,598</u>
Total	\$ 22,000	\$ 25,598

<b>Accounts Payable</b>	
NTFPD Contract	\$ <u>0</u>
Total	\$ 0

<b>Sick and General Leave</b>		
Sick leave Hours	289.50 Hrs.	
General leave Hours and Dollars	294.67 Hrs.	\$ 20,814.37

<b>Prepays</b>		
Sun Life Dental (5103&04) (68.77+212.89) 0 month		\$ 0.00
Garbage Contract (5404.02) 0 Mo. @ \$17,815.40		\$ 0.00
Healthplan Services (51031&41) (171.45+208.05) 0 month		\$ 0.00
SDRMA Insurance (5120.00) 9 months @ 3,707.03		\$ 33,363.18
SDRMA (5120.00) Worker's Comp 9 months @ 1,051.06		\$ 9,459.59
Principal Life (5103&04) (25.80+51.60) 0 month		\$ 0.00
Core Software (5167.00) 9 Mo. @ \$52.50		\$ <u>472.50</u>
Total		\$ 43,295.27

**Stale-Dated Checks**

<u>Date</u>	<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
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**Last disbursement issued from prior financial reports.**

<u>Date</u>	<u>Check or EFT #</u>	<u>Amount</u>	<u>Vendor</u>
09/01/23	ach09012023	350.00	CalPERS GASB 68 Payment

**Benefits Breakdown (YTD)**

Health & Life Ins. (Active)	\$12,907.59
Health & Life Ins. (Retired)	5,712.52
Pension (Employee 7.75%)	7,907.70 (Employer 7.68% Effective 07/01/23)
Payroll Taxes	2,480.97
Health plan co-ins.	<u>433.77</u>
Total	\$ 29,442.55

**Alpine Springs County Water District**  
**Profit & Loss Prev Year Comparison**  
 July through September 2023

	<u>Jul - Sep 23</u>	<u>Jul - Sep 22</u>	<u>\$ Change</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Water Revenue</b>	919,139	636,009	283,130
<b>Connection Fees</b>	27,166	27,166	0
<b>Sewer Revenue</b>	387,312	329,575	57,737
<b>Garbage Revenue</b>	357,270	267,381	89,889
<b>Park Revenue</b>	20,876	16,585	4,290
<b>Fire Mitigation Fees</b>	11,187	8,034	3,153
<b>Fire Fuel Management Fees</b>	0	25,604	(25,604)
<b>Property Tax Revenue</b>	513	16,781	(16,268)
<b>Other Revenue</b>	24,203	16,605	7,598
<b>Total Income</b>	<u>1,747,666</u>	<u>1,343,741</u>	<u>403,925</u>
<b>Gross Profit</b>	1,747,666	1,343,741	403,925
<b>Expense</b>			
<b>Salaries and Wages - Admin</b>	53,456	47,582	5,874
<b>Salaries and Wages - O&amp;M</b>	54,435	49,346	5,089
<b>Benefits - Office</b>	6,654	6,751	(97)
<b>Benefits - O&amp;M</b>	22,354	19,345	3,009
<b>Health Plan Co-Insurance</b>	434	1,078	(644)
<b>Directors' Fees</b>	3,525	2,625	900
<b>Insurance - Administration</b>	14,274	8,034	6,241
<b>Park Expenditures</b>	3,012	3,862	(850)
<b>Parts/Tools/Misc. Equip</b>	6,223	6,016	207
<b>Postage and Delivery</b>	927	1,166	(239)
<b>Cleaning</b>	1,080	315	765
<b>Office Expense</b>	3,874	3,007	868
<b>Dues and Subscriptions</b>	1,190	675	515
<b>Bank and Collection Fees</b>	368	1,828	(1,459)
<b>Analytical Testing</b>	139	697	(558)
<b>Accounting Fees</b>	17,393	16,401	992
<b>Legal Fees</b>	702	1,771	(1,069)
<b>Consultants-Misc.</b>	1,067	1,263	(196)
<b>NTFD Contract</b>	42,843	(15,218)	58,060
<b>Fire Fuel Management Fee</b>	4,233	3,055	1,177
<b>Building Maintenance</b>	2,718	865	1,853

8:34 AM  
 10/08/23  
 Accrual Basis

**Alpine Springs County Water District**  
**Profit & Loss Prev Year Comparison**  
 July through September 2023

	<u>Jul - Sep 23</u>	<u>Jul - Sep 22</u>	<u>\$ Change</u>
Equipment Maintenance - Ad...	1,743	2,528	(785)
Vehicle Maintenance and Rep.	3,210	228	2,982
Maintenance Water and Sewer	38,628	22,429	16,198
Gas and Electric - Admin	8,042	4,140	3,902
SCADA System	5,019	2,744	2,275
Travel and Entertainment	252	0	252
Education Staff/Board	714	0	714
Uniforms	589	0	589
ASCWD Fuel	2,151	0	2,151
Telephone - Administration	853	812	41
Government Mandates	4,653	5,013	(360)
Garbage Services	53,446	39,437	14,009
Depreciation Expense	65,697	65,697	0
Miscellaneous - O&M	327	347	(20)
<b>Total Expense</b>	<u>426,224</u>	<u>303,838</u>	<u>122,386</u>
<b>Net Ordinary Income</b>	1,321,442	1,039,903	281,539
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Interest Revenue	6,965	1,899	5,066
<b>Total Other Income</b>	6,965	1,899	5,066
<b>Other Expense</b>			
Interest Expense	53	0	53
<b>Total Other Expense</b>	53	0	53
<b>Net Other Income</b>	6,911	1,899	5,013
<b>Net Income</b>	<u>1,328,354</u>	<u>1,041,801</u>	<u>286,552</u>

8:35 AM  
 10/08/23  
 Accrual Basis

Alpine Springs County Water District  
 Profit & Loss Budget Performance 2023/2024  
 September 2023

	Sep 23	Budget	Jul - Sep 23	YTD Budget	Annual Bud...
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
Water Revenue	0	0	919,139	910,129	1,034,237
Connection Fees	0	2,101	27,166	6,303	25,214
Sewer Revenue	0	0	387,312	339,570	385,875
Garbage Revenue	0	0	357,270	328,824	373,663
Park Revenue	205	0	20,876	17,500	35,000
Fire Mitigation Fees	0	1,000	11,187	3,000	12,000
Property Tax Revenue	0	45,762	513	45,762	915,239
Other Revenue	100	1,782	24,203	5,346	21,400
<b>Total Income</b>	<b>305</b>	<b>50,645</b>	<b>1,747,666</b>	<b>1,656,434</b>	<b>2,802,628</b>
<b>Gross Profit</b>	<b>305</b>	<b>50,645</b>	<b>1,747,666</b>	<b>1,656,434</b>	<b>2,802,628</b>
<b>Expense</b>					
Salaries and Wages - Admin	20,035	20,719	53,456	62,157	248,615
Salaries and Wages - O&M	20,454	20,577	54,435	61,731	246,914
Benefits - Office	1,702	4,145	6,654	12,435	49,741
Benefits - O&M	7,349	9,903	22,354	29,709	118,841
Health Plan Co-Insurance	45	749	434	2,247	8,988
Directors' Fees	2,600	990	3,525	2,970	11,850
Insurance - Administration	4,758	4,692	14,274	14,076	56,304
Park Expenditures	47	6,083	3,012	18,249	36,500
Parts/Tools/Misc. Equip	1,924	2,250	6,223	6,750	27,000
Postage and Delivery	102	573	927	1,719	6,870
Cleaning	720	533	1,080	1,599	6,400
Newsletter and Printing	0	1,525	0	1,525	3,050
Office Expense	1,723	1,965	3,874	5,895	23,575
Dues and Subscriptions	361	972	1,190	2,916	11,668
Bank and Collection Fees	31	208	368	624	2,500
Analytical Testing	64	583	139	1,749	7,000
Accounting Fees	5,798	5,915	17,393	17,745	70,950
Audit	0	0	0	0	23,000
Legal Fees	0	1,252	702	3,756	15,000
Consultants-Misc.	356	1,311	1,067	3,933	15,735
NTFD Contract	42,843	61,016	42,843	183,048	732,191
Fire Fuel Management Fee	0	833	4,233	2,499	10,000
OPEB Trust - Annual Funding	0	0	0	0	30,000

8:35 AM  
 10/08/23  
 Accrual Basis

Alpine Springs County Water District  
 Profit & Loss Budget Performance 2023/2024  
 September 2023

	Sep 23	Budget	Jul - Sep 23	YTD Budget	Annual Bud...
Building Maintenance	2,087	1,994	2,718	5,982	23,925
Equipment Maintenance - A...	300	801	1,743	2,403	9,610
Vehicle Maintenance and Rep.	0	908	3,210	2,724	10,900
Maintenance Water and Sewer	26,038	11,884	38,628	35,652	142,600
Gas and Electric - Admin	2,313	4,774	8,042	14,322	57,310
SCADA System	673	1,002	5,019	3,006	12,015
Travel and Entertainment	0	25	252	75	300
Education Staff/Board	575	292	714	876	3,500
Uniforms	589	251	589	753	3,000
ASCWD Fuel	0	792	2,151	2,376	9,500
Telephone - Administration	285	283	853	849	3,400
Government Mandates	1,450	2,068	4,653	6,204	24,817
Garbage Services	17,815	17,828	53,446	53,484	213,936
Depreciation Expense	21,899	21,899	65,697	65,697	262,775
Miscellaneous - O&M	0	163	327	489	1,950
<b>Total Expense</b>	<b>184,935</b>	<b>211,758</b>	<b>426,224</b>	<b>632,224</b>	<b>2,542,230</b>
<b>Net Ordinary Income</b>	<b>-184,630</b>	<b>-161,113</b>	<b>1,321,442</b>	<b>1,024,210</b>	<b>260,398</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
Interest Revenue	0	210	6,965	630	2,500
<b>Total Other Income</b>	<b>0</b>	<b>210</b>	<b>6,965</b>	<b>630</b>	<b>2,500</b>
<b>Other Expense</b>					
Interest Expense	17	0	53	0	0
<b>Total Other Expense</b>	<b>17</b>	<b>0</b>	<b>53</b>	<b>0</b>	<b>0</b>
<b>Net Other Income</b>	<b>-17</b>	<b>210</b>	<b>6,911</b>	<b>630</b>	<b>2,500</b>
<b>Net Income</b>	<b>-184,647</b>	<b>-160,903</b>	<b>1,328,354</b>	<b>1,024,840</b>	<b>262,898</b>

8:36 AM  
10/08/23  
Accrual Basis

**Alpine Springs County Water District**  
**Balance Sheet Previous Year & Month Comparison**  
As of September 30, 2023

	<u>Sep 30, 23</u>	<u>Aug 31, 23</u>	<u>\$ Change</u>	<u>Sep 30, 22</u>	<u>\$ Change</u>
<b>ASSETS</b>					
<b>Current Assets</b>					
<b>Checking/Savings</b>					
Petty Cash	474	474	0	336	138
Bank of the West	533,917	1,414,071	(880,155)	622,916	(89,000)
Placer County - Interest App.	363,486	363,486	0	355,889	7,597
Wells Fargo Advisors	1,356,548	356,548	1,000,000	0	1,356,548
LAIF Accounts	342,488	342,488	0	925,677	(583,188)
<b>Total Checking/Savings</b>	<b>2,596,913</b>	<b>2,477,068</b>	<b>119,845</b>	<b>1,904,818</b>	<b>692,095</b>
<b>Accounts Receivable</b>					
Accounts Receivable	159,224	379,647	(220,424)	87,214	72,009
<b>Total Accounts Receivable</b>	<b>159,224</b>	<b>379,647</b>	<b>(220,424)</b>	<b>87,214</b>	<b>72,009</b>
<b>Other Current Assets</b>					
Placer - Agency Taxes 390-770	611	611	0	16,508	(15,897)
Interfund Receivable - Enterp	0	0	0	0	0
Prepaid Expenses	43,295	65,921	(22,626)	33,247	10,048
County Collection Accounts	28,458	28,458	0	34,347	(5,888)
Deferred Pension Outflows	43,042	43,042	0	43,042	0
Deferred OPEB Outflows	6,572	6,572	0	6,572	0
<b>Total Other Current Assets</b>	<b>121,979</b>	<b>144,605</b>	<b>(22,626)</b>	<b>133,715</b>	<b>(11,736)</b>
<b>Total Current Assets</b>	<b>2,878,115</b>	<b>3,001,320</b>	<b>(123,204)</b>	<b>2,125,747</b>	<b>752,368</b>
<b>Fixed Assets</b>					
<b>Land</b>					
Land	360,436	360,436	0	360,436	0
<b>Firehouse</b>					
Firehouse	376,338	376,338	0	376,338	0
<b>Firehouse Vehicles &amp; Equipment</b>					
Park	343,336	343,336	0	343,336	0
Park	403,391	403,391	0	403,391	0
<b>Park Improvements Depreciable</b>					
Park Improvements Depreciable	21,728	21,728	0	21,728	0
<b>Land Improvements</b>					
Land Improvements	129,444	129,444	0	129,444	0
<b>Alpine Springs Interceptor</b>					
Alpine Springs Interceptor	58,095	58,095	0	58,095	0
<b>Water System</b>					
Water System	6,646,779	6,646,779	0	6,459,766	187,013
<b>SCADA System</b>					
SCADA System	166,316	166,316	0	146,548	19,768
<b>Sewer System</b>					
Sewer System	1,046,201	1,046,201	0	1,022,026	24,175
<b>Building Improvements</b>					
Building Improvements	357,090	357,090	0	357,090	0
<b>Office Equipment</b>					
Office Equipment	81,011	81,011	0	81,011	0
<b>Vehicles</b>					
Vehicles	128,749	128,749	0	128,749	0
<b>Maintenance Equipment</b>					
Maintenance Equipment	293,229	293,229	0	131,068	162,161
<b>Truckee River Interceptor</b>					
Truckee River Interceptor	358,524	358,524	0	358,524	0
<b>Inflow and Infiltration</b>					
Inflow and Infiltration	26,031	26,031	0	26,031	0
<b>Work in Progress</b>					
Work in Progress	25,598	25,598	0	117,678	(92,080)
<b>Accumulated Depreciation</b>	<b>(5,583,230)</b>	<b>(5,561,331)</b>	<b>(21,899)</b>	<b>(5,324,416)</b>	<b>(258,815)</b>
<b>Total Fixed Assets</b>	<b>5,239,065</b>	<b>5,260,964</b>	<b>(21,899)</b>	<b>5,196,844</b>	<b>42,221</b>
<b>Other Assets</b>					

8:36 AM  
10/08/23  
Accrual Basis

**Alpine Springs County Water District**  
**Balance Sheet Previous Year & Month Comparison**  
As of September 30, 2023

	Sep 30, 23	Aug 31, 23	\$ Change	Sep 30, 22	\$ Change
Net Pension Asset	28,378	28,378	0	28,378	0
Land Usage and Easement Right	17,436	17,436	0	17,436	0
Total Other Assets	45,814	45,814	0	45,814	0
<b>TOTAL ASSETS</b>	<b>8,162,994</b>	<b>8,308,098</b>	<b>(145,103)</b>	<b>7,368,405</b>	<b>794,589</b>
<b>LIABILITIES &amp; EQUITY</b>					
<b>Liabilities</b>					
<b>Current Liabilities</b>					
Accounts Payable					
Accounts Payable	43,090	247	42,843	0	43,090
Total Accounts Payable	43,090	247	42,843	0	43,090
<b>Other Current Liabilities</b>					
Accounts Payable - 05	14	14	0	0	14
OPEB Liability	374,816	374,816	0	374,816	0
Accrued Payroll & Payroll Tax	0	(100)	100	0	0
Accrued Vacation Payable	20,814	19,715	1,100	18,262	2,552
Deferred Pension Inflows	31,598	31,598	0	31,598	0
Deferred OPEB Inflows	47,787	47,787	0	47,787	0
HRA Plan Payable	4,966	4,966	0	1,161	3,805
Total Other Current Liabilities	479,996	478,796	1,200	473,624	6,372
Total Current Liabilities	523,086	479,043	44,042	473,624	49,462
<b>Long Term Liabilities</b>					
Caterpillar Financial Serv	121,702	126,201	(4,498)	0	121,702
Total Long Term Liabilities	121,702	126,201	(4,498)	0	121,702
Total Liabilities	644,788	605,244	39,544	473,624	171,164
<b>Equity</b>					
Retained Earnings	336,873	336,873	0	0	336,873
Retained Earnings - Garbage	519,082	519,082	0	519,082	0
Retained Earnings - Park	(181,351)	(181,351)	0	(181,351)	0
Retained Earnings - Sewer	1,609,737	1,609,737	0	1,609,737	0
Retained Earnings - Water	(1,737,234)	(1,737,234)	0	(1,737,234)	0
Fund balance Undesignated	395,443	395,443	0	395,443	0
Investment in plant & equip	5,247,303	5,247,303	0	5,247,303	0
Net Income	1,328,354	1,513,001	(184,647)	1,041,801	286,552
Total Equity	7,518,206	7,702,854	(184,647)	6,894,781	623,425
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>8,162,994</b>	<b>8,308,098</b>	<b>(145,103)</b>	<b>7,368,405</b>	<b>794,589</b>

8:36 AM  
10/08/23

Alpine Springs County Water District  
Statement of Cash Flows  
July through September 2023

	<u>Jul - Sep 23</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	1,328,354
Adjustments to reconcile Net Income to net cash provided by operations:	
1150.00 · Accounts Receivable - 05 Fund	(37,223)
1550.00 · Prepaid Expenses	(12,000)
1550.00 · Prepaid Expenses:1550.02 · Prepaid Expenses - 02	(17,815)
1041.00 · Placer Co - Taxes 770	53,447
1850.00 · Accumulate Depreciation:1850.02 · Accumulated Deprec...	2,727
1850.00 · Accumulate Depreciation:1850.03 · Accumulated Deprec...	2,727
1850.00 · Accumulate Depreciation:1850.04 · Accumulated Deprec...	8,199
1850.00 · Accumulate Depreciation:1850.05 · Accumulated Deprec...	47,826
2010.00 · Accounts Payable - 06 Fund	42,843
2010.00 · Accounts Payable - 06 Fund:2010.06 · Accounts Payable...	(346,186)
2070.00 · Accrued Payroll & Taxes - 05 Fu	(8,939)
2075.00 · Accrued Vacation Pay - 05 Fund	332
2010.05 · Accounts Payable - 05	14
Net cash provided by Operating Activities	<u>1,064,306</u>
<b>INVESTING ACTIVITIES</b>	
1751.05 · SCADA System	(10,832)
1830.05 · Work in Progress	(22,000)
1850.00 · Accumulate Depreciation:1850.06 · Accumulated Deprec. ...	4,218
Net cash provided by Investing Activities	<u>(28,614)</u>
<b>FINANCING ACTIVITIES</b>	
2095.05 · Caterpillar Financial Serv - 05	(13,493)
Net cash provided by Financing Activities	<u>(13,493)</u>
Net cash increase for period	1,022,198
Cash at beginning of period	<u>1,574,715</u>
Cash at end of period	<u><u>2,596,913</u></u>



8:37 AM  
10/08/23

Alpine Springs County Water District  
Check Register for Current Month  
September 2023

Date	Num	Name	Memo	Amount	Balance
09/01/2023	ach09012...	CalPERS (Active)	Customer ID: 2668620501 Heal...	-3,620.34	-3,620.34
09/01/2023	ach09012...	CalPERS (Retired)	CalPERS ID: 2668620501 Heal...	-842.73	-4,463.07
09/01/2023	ach09012...	CalPERS	CalPERS ID: 2668620501	-350.00	-4,813.07
*** Missing numbers here ***					
09/01/2023	33166	Michael J. Dobrowski, CPA, LLC	September 2023 Invoice #	-5,797.76	-10,610.83
*** Missing numbers here ***					
09/19/2023	33168	Badger Meter	Invoice #80136414 Services AU...	-46.69	-10,657.52
09/19/2023	33169	Eastern Regional Landfill	Acct # 0000-0200-0	-47.36	-10,704.88
09/19/2023	33170	FedEx	Acct #1834-0409-1 Inv. 8-249-0...	-26.14	-10,731.02
09/19/2023	33171	Independent Technologies	Invoice #5542	-375.00	-11,106.02
09/19/2023	33172	Janet Grant	Aug 2023 Budget, Finance & B...	-275.00	-11,381.02
09/19/2023	33173	Janice Ganong	Aug 2023 Board Mtg	-150.00	-11,531.02
09/19/2023	33174	Evan Salke {1}	Augl 2023 Budget, Finance & B...	-200.00	-11,731.02
09/19/2023	33175	David Smelser {1}	Aug 2023 Board Mtg	-150.00	-11,881.02
09/19/2023	33176	Christine York	Aug 2023 Board Mtg	-150.00	-12,031.02
09/19/2023	33177	Laurie Axell	Reimbursement	-575.00	-12,606.02
09/19/2023	33178	Liberty Utilities	Acct 88509407-88105912 (7/27 ...	-136.39	-12,742.41
09/19/2023	33179	Miguel G. Ramirez	Reimbursements	-397.92	-13,140.33
09/19/2023	33180	Mountain Hardware and Sports	Customer #39	-562.22	-13,702.55
09/19/2023	33181	Mountain High Home Services, LLC	Invoice #1517 dates 08/10/23 &...	-360.00	-14,062.55
09/19/2023	33182	Mountain Pipeline TV Inspection & Sealing	Invoice #1436	-9,038.40	-23,100.95
09/19/2023	33183	Principal Life	Account # 1113469-10001 09/1...	-103.20	-23,204.15
09/19/2023	33184	Professional Communications Messaging	Account # 193072 09/01/2023 ...	-47.70	-23,251.85
09/19/2023	33185	Rainbow Print & Office Supply	Acct. #2342-01	-99.73	-23,351.58
09/19/2023	33186	Robert Pascarella	Expense Reimbursement	-162.39	-23,513.97
09/19/2023	33187	Scheid Limbird	Reimbursement	-235.95	-23,749.92
09/19/2023	33188	Sierra Controls, LLC	Inv. #124341 & Inv. #124405	-672.50	-24,422.42
09/19/2023	33189	Silver State Analytical Laboratories	Water Tests Drinking Water	-64.00	-24,486.42
09/19/2023	33190	Tahoe City Electric Inc	Invoice #3811 Service date 9/1/...	-1,221.46	-25,707.88
09/19/2023	33191	Tahoe City Lumber	Account #2-500750	-102.45	-25,810.33
09/19/2023	33192	Tahoe Truckee Sierra Disposal Co., Inc.	Cust.#000355	-370.71	-26,181.04
09/19/2023	33193	Truckee Tahoe Lumber Co.	Customer #1431 Invoice #3634...	-381.59	-26,562.63
09/19/2023	33194	Thatcher Company Of Nevada, Inc.	Customer C1081 ASCWD	-575.34	-27,137.97
09/19/2023	33195	The Paper Trail	Invoice #5678	-355.50	-27,493.47

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10/08/23

Alpine Springs County Water District  
Check Register for Current Month  
September 2023

Date	Num	Name	Memo	Amount	Balance
09/19/2023	33196	Total Compensation Systems, Inc.	Invoice #12456	-1,100.00	-28,593.47
09/19/2023	33197	Western Nevada Supply Company	Account #14905	-1,167.85	-29,761.32
09/30/2023	33198	Alpine Septic and Pumping	Invoice 091423-06	-17,000.00	-46,761.32
09/30/2023	33199	Avaya Financial Services	Contract No. 753-0021553-000 ...	-158.91	-46,920.23
09/30/2023	33200	Badger Meter	Invoice #80139076 Services Se...	-46.69	-46,966.92
09/30/2023	33201	FedEx	Acct #1834-0409-1 Inv. 8-270-8...	-75.77	-47,042.69
09/30/2023	33202	Janet Grant	Sep 2023 Budget, Finance, Bd....	-425.00	-47,467.69
09/30/2023	33203	Janice Ganong	Sep 2023 Bd. Mtg & Bd. Works...	-300.00	-47,767.69
09/30/2023	33204	Evan Salke {1}	Sep 2023 Budget, Finance, Bd....	-350.00	-48,117.69
09/30/2023	33205	David Smelser {1}	Sep 2023 Board Mtg & Board ...	-300.00	-48,417.69
09/30/2023	33206	Christine York	Sep 2023 Board Mtg & Board ...	-300.00	-48,717.69
09/30/2023	33207	Liberty Utilities	Acct 88509407-88105912 (7/27 ...	-1,806.36	-50,524.05
09/30/2023	33208	Mountain High Home Services, LLC	Invoice #1558 dates 09/14/23 &...	-360.00	-50,884.05
*** Missing numbers here ***					
09/09/2023	AUTO090...	AT&T {319907901}		-284.50	-51,168.55
*** Missing numbers here ***					
09/21/2023	AUTO092...	Caterpillar Financial Services Corp	Contract # 001-70093002	-4,515.56	-55,684.11
*** Missing numbers here ***					
09/25/2023	EFT092523	BMO Bank N.A.	Transaction code #5480622	-1,113.30	-56,797.41

8:38 AM  
10/08/23

Alpine Springs County Water District  
Subsequent Payments Listing

October 1 - 8, 2023

Date	Num	Name	Memo	Amount	Balance
10/08/2023	ach10082...	CalPERS (Retired)	CalPERS ID: 2668620501 Health Insurance...	-842.73	-842.73
*** Missing numbers here ***					
10/03/2023	33209	North Tahoe FPD	Through September 2023	-42,842.74	-43,685.47
10/03/2023	33210	Principal Life	Account # 1113469-10001 10/15/2023 - 11/...	-77.40	-43,762.87
10/03/2023	33211	Professional Communications M...	Account # 193072 10/01/2023 - 10/31/2023	-42.40	-43,805.27
10/03/2023	33212	Sierra Office Solutions	Customer #AS32:900020-B 9/28/23 - 10/27/...	-237.40	-44,042.67
10/03/2023	33213	Silver State Analytical Laboratories	Water Tests Drinking Water	-2,419.00	-46,461.67
10/03/2023	33214	Sun Life Financial	Policy #906384-0001 Dental 10/01/23-10/31...	-100.57	-46,562.24
10/03/2023	33215	USA BlueBook	Customer #814589	-351.67	-46,913.91
10/03/2023	33216	Western Nevada Supply Company	Account #14905	-933.87	-47,847.78
10/04/2023	33217	Michael J. Dobrowski, CPA, LLC	October 2023 Invoice #23466	-5,797.76	-53,645.54
*** Missing numbers here ***					
10/04/2023	AUTO100...	Verizon Wireless	Account #271135177-00001 (8/16/23 - 9/15/...	-164.31	-53,809.85
*** Missing numbers here ***					
10/08/2023	ach100823	CalPERS (Active)	Customer ID: 2668620501 Health Insurance...	-5,276.84	-59,086.69
*** Missing numbers here ***					
10/08/2023	AUTO100...	AT&T {319907901}		-284.50	-59,371.19

# EXHIBIT D2

NTFPD-ASCWD Response Calls  
September 2023

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)
2023023699	9/5/2023 12:00	2430 RIVER RD / 2 ALPINE MEADOWS ROAD	96146	EMS call, excluding vehicle accident with injury	M56	Provide advanced life support (ALS)	
Total Calls= 1							

# EXHIBIT D3



AGENDA NO: D3

MEETING DATE: 10/13/2023

## General Managers Report

**TO:** ASCWD Board of Directors Date: October 04, 2023  
**FROM:** Joe Mueller, General Manager  
**SUBJECT:** General Manager and Office Activities for the Month of September 2023

### 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.

#### **3) Snow Crest Tributary Restoration**

Worked with Truckee River Watershed Council, monitoring the progress on the field work.

##### Upcoming project activity

Project started Monday September 11<sup>th</sup>, 2023, Project completion expected October 13, 2023.

### General Business

- Worked with operations staff to set a park closing date of October 16<sup>th</sup>.
- Accepted a donation of a TV/ computer monitor for the boardroom from the Town of Truckee
- Reviewed numerous building and/or remodeling plans with Operations staff and Placer County that have conflicts with District water or sewer lines.
- Assessed potential hazardous trees on District green belt lands that could pose a threat to homes.
- Worked with Carollo on Capital Improvement Project sequencing and budgeting outlook over the next five years.

- Working with Carollo on design options, mitigation measures, and permitting for Bear creek armoring to protect a District sewer mainline the resides next to the creek, the creek flow has shifted, thus eroding the bank and into our backfill material.
- Continued to discuss next steps on the NTFPD contract agreement with legal counsel.
- Assisted the district's new Office Manager with learning the position's, duties, and responsibilities.
- Performed numerous field meetings discussing utilities, access, and easements.
- Joined operations staff in cross training of office duties.
- Assisted Operations with the evaluation of numerous water losses and / or leak identification.
- Worked with customers on invoice and payment questions.
- Worked with annual audit team on pre-site visit preparations.
- Attended the monthly area General Managers meeting.

#### **Office Activities Performed by Office Manager**

- Fulfilled audit requests from Damore Hamric & Schneider.
- Filed and organized documents throughout the office.
- Worked with the Districts water meter and billing software programs, Core/Beacon.
- Initiated a change to Plumas Bank: the change will result in no fees and will include the ability for remote deposit and online access.
- As of October 6, 2023, Accounts Receivable is \$162,316 representing 58 outstanding payment invoices.



# EXHIBIT D4

**ASCWD OPERATIONS REPORT  
WATER / WASTEWATER  
FOR 9-1-23 THRU 9-30 -23**

TO: Board of Directors  
DATE: October 13, 2023  
FROM: Miguel Ramirez, Operations & Maintenance

---

**Wastewater Flows:** 30 Days / September 2023 normal operation throughout the month.

<u>Minimum Flow</u>	<u>Maximum Flow</u>	<u>Average Flow</u>
9,000 GPD	127,000 GPD	37,000 GPD

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**Operations / Maintenance / Repairs:**

- All routine water zone samples came back absent from Coliform and E-coli.
- All quarterly raw water samples taken. (Every March, June, Sept, and Dec these are taken).
- Worked with Longo Inc. on three different leaks throughout the Valley. (Two at the river Run Condos and one on Pine Trail).
- We dealt with a broken sewer line in the BCA area. (A contractor removing trees had one fall directly on a sewer easement and crushed the line three feet underground).
- Working on our Hydrant flushing and valve maintenance program.
- Working with Placer County on a faster notification process with the Accela database. (We are learning the permit process so we can ensure review of construction plans before the project breaks ground).

Hydrants & tree that broke the sewer main.

Vacuum grabbing the upstream flow.

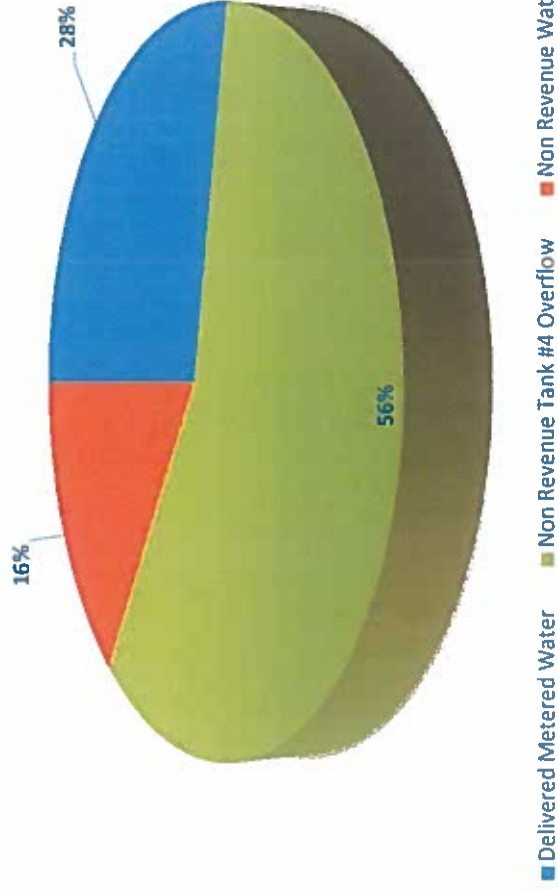


# ALPINE SPRINGS COUNTY WATER DISTRICT

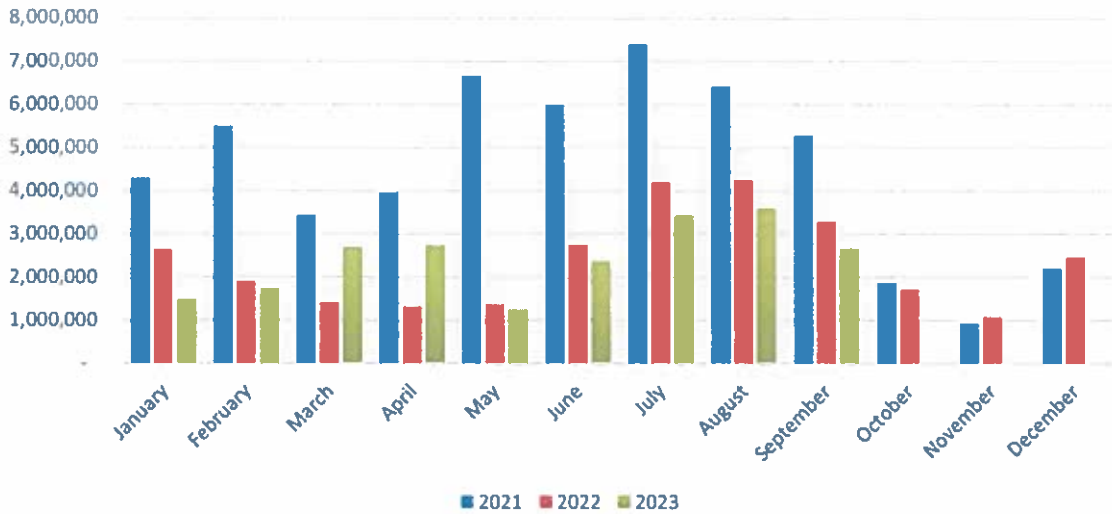
## September 2023 WATER REPORT

<b>Total Potable Water Production</b>	<b>9,483,555 Gallons</b>
<b>Delivered Metered Water</b>	<b>2,654,152 Gallons</b>
<b>Non Revenue Tank #4 Overflow</b>	<b>5,334,623 Gallons</b>
<b>Non Revenue Water Use / Loss</b>	<b>1,494,780 Gallons</b>

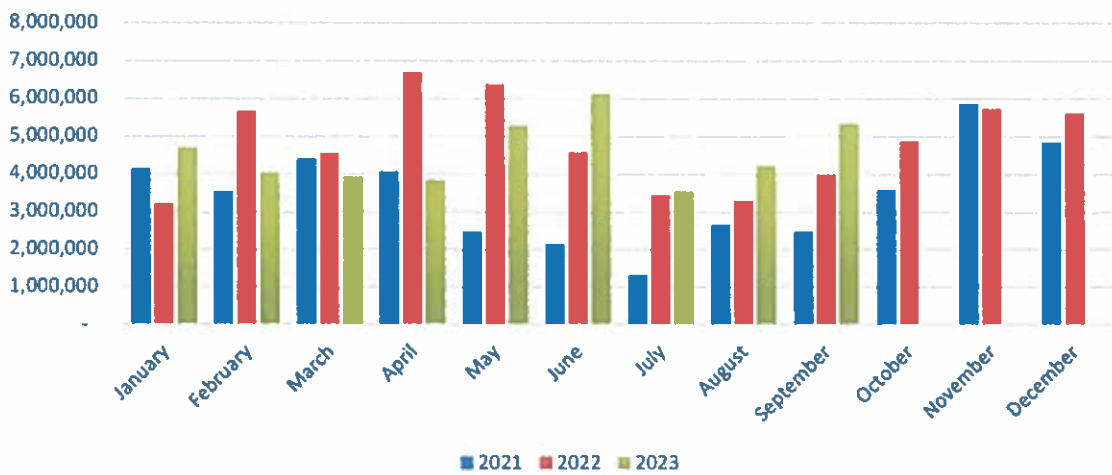
### Water Use September 2023



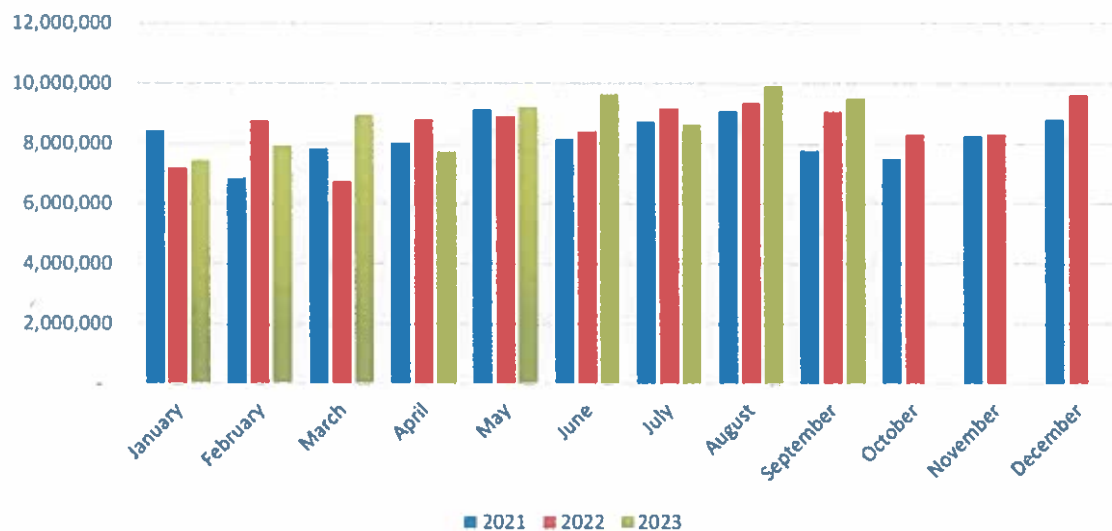
### Delivered Metered Water per Month (gallons)



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



### Total Water Production per Month (gallons)



# EXHIBIT D5



# **T-TSA BOARD MEETING SUMMARY**

09/20/2023 Regular BOD Meeting

**1) The September 20, 2023 Board meeting was held in person:**

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

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

- 1) Angelina Henson 2) Mike Smith 3) Jeff Navarrete

**3) No Sanitary Sewer Overflows.**

**4) Status Report:**

a) Operations Report:

- All plant waste discharge requirements were met and the plant performed well through the month.
- For the Monitoring and Reporting Program (MRP), one of the two weekly influent Total Nitrogen (TN) tests was sampled one day late due to lab error.
- Continue to monitor and evaluate Sodium Hypochlorite pilot project for effluent disinfection.
- Cleaned and inspected filter backwash tank.

b) Laboratory Report:

- Staff performed necessary laboratory testing.
- Lab staff in the process of implementing quality systems improvements.
- Proposed corrective actions were accepted regarding the May laboratory assessment, with an expected completion date of September 27<sup>th</sup>.
- Updated Board on request of wastewater testing for COVID virus.

c) Capital Projects Report:

- Projects Under Construction: 2021 Chlorine Scrubber Improvements, 2023 Roof Repair Project; Projects in Bid Phase: 2023 Digital Scanning of the Sewer Lines Project; 2024 Sodium Hypochlorite Foundation Project; Projects in Development: Boiler Replacement Project, 2022 Filter Influent Condition Assessment Project, 2022 Sodium Hypochlorite Disinfection Full Scale Project, 2022 TRI Alpine Meadows to Olympic Valley Rehabilitation Project, and 2024 Front Parking & Landscaping Improvements Project.

d) Other Items Report: The Board Approved:

- Approval of the minutes of the Regular Board meeting on August 16, 2023.
- Ratification of payment of General Fund warrants and approval of Financial Statements.
- Approval of Compensation & Limited Classification Study contract to Koff & Associates.
- Approval of Step Increase to General Manager Salary.
- Approval of Updated and New Classification Descriptions.
- Approval of the Updated Salary Schedule.
- Approval of the Updated Agency Organizational Chart.
- Approval of Ordinance No. 3-2023 Repealing Ordinance No. 3-2015.
- Approval of Purchasing Policy Resolution No. 14-2023.
- Approval of Ordinance No. 4-2023 Prohibiting After Hours Use of Agency Property.
- Approval of Resolution No. 15-2023 (Govt. Code §54221) That Real Property Owned by the Agency is Exempt Surplus Land and Finding that Such Declaration and Authorization is Exempt from Environmental Review Under the CEQA.
- Approval to Receive and File Recommended Changes to Annual Financial Audit for Fiscal Year 2021-2022.
- Approval of 2023 Roof Repair Project Change Order No. 1 with CentiMark Corporation.
- Approval to Procure three (3) Chemical Storage Tanks from Misco Water.
- Approval of the Annual Employee Appreciation Luncheon.
- Additionally:
  - Discussion of Administration Parking & Landscaping Improvements project.
  - Discussion of Agency "No Trespassing" and "No Parking" Signage project.
  - Discussion of Board Calendar through February 2024.

# EXHIBIT E1

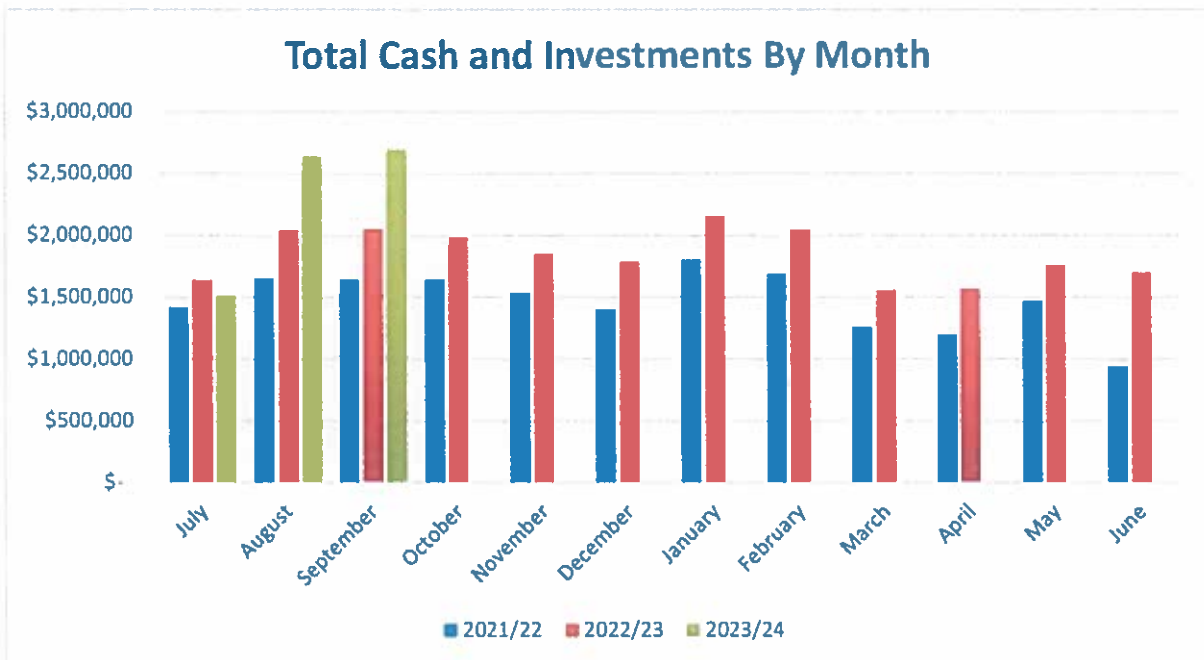
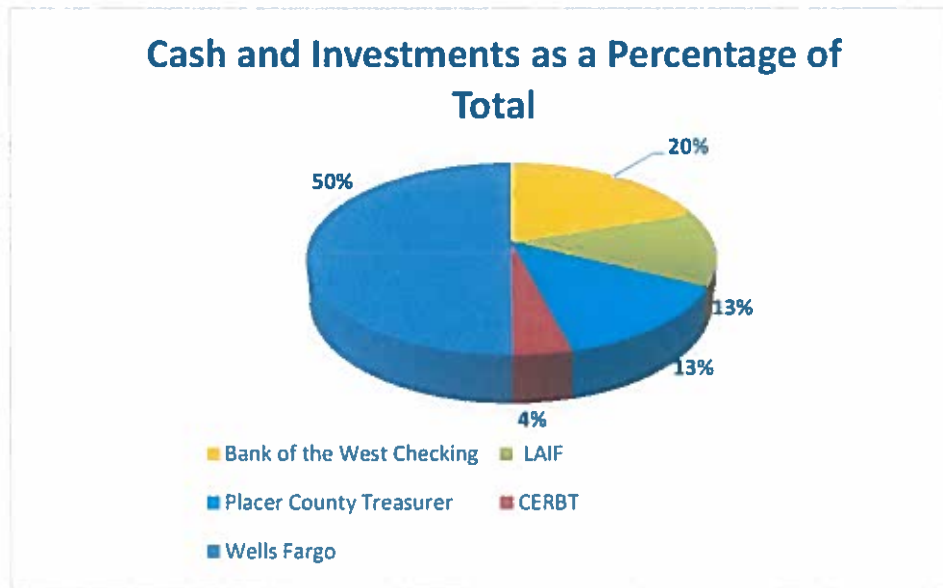


# ALPINE SPRINGS COUNTY WATER DISTRICT

## October 2023 TREASURERS REPORT

### FY 23/24

	Account Balance	Report Date	Interest
Bank of the West Checking	\$ 532,964	10/2/2023	0.00%
LAIF	\$ 342,488	10/2/2023	3.434%
Placer County Treasurer	\$ 363,486	8/31/2023	2.950%
CERBT	\$ 106,399	9/29/2023	-3.740%
Wells Fargo	<u>\$ 1,350,000</u>	9/28/2023	4.8% / 5.5%
	<u>\$2,695,337</u>		



Alpine Springs County Water  
Budget and Finance Committee Report  
Thursday September 7, 2023

Members: Janet Grant, District Director, Chair  
Evan Salke, District Director  
Joe Mueller, General Manager

Advisors:

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. The committee recommends approving the August 2023 financials. We discussed our annual district bills that are unpaid to date noting that customers have until the 14 of September to submit payment before the late fee go into effect. About 100 customers have not paid to date.

b. Treasurer's Report.

- i. We discussed the monthly treasurer's report. We noted that t-bill are now returning more than 5%. We recommend putting about \$1,000,000 from our Bank of the West checking account into 90-day T-bills. We also noticed a negative rate of return on the CERBT account that basically reflects the fees taken out for the account.

c. Unbudgeted Expenses

- i. There were no unbudgeted expenses reported for this month.

3. MEMBERS' COMMENTS

- a. There were no member comments today.

4. CORRESPONDENCE

- a. We had one bill adjustment request. The committee recommends per policy denying this request.

5. ADJOURNMENT

- a. The committee adjourned at 10:14 a.m.

6. NEXT MEETING

- a. Next B&F meeting: October 12, 2023, 9:30 a.m.

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# EXHIBIT E3

## ALPINE SPRINGS COUNTY WATER DISTRICT

## Capital Improvement Projects Review

**Project No.:** 200859-00  
**Date:** September 29, 2023  
**Prepared By:** Julia Semmens  
**Reviewed By:** Timothy Loper, P.E.  
**Subject:** Review of Near-Term Capital Improvements and Prioritization

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This document is released for the purpose of information exchange review and planning only under the authority of Timothy J. Loper, September 29, 2023, California PE 70847.

## Introduction

The Alpine Springs County Water District (ASCWD) authorized Carollo Engineers, Inc. (Carollo) to review its current five-year capital improvement plan (CIP), which allocates funds for water and wastewater capital projects through fiscal year (FY) 2027/28. This project memorandum (PM) describes the projects in the current CIP and discusses potential adjustments to better meet near-term objectives.

## Background

ASCWD's 2023 *Water and Wastewater Master Plan (Master Plan)* evaluated the water and wastewater systems under existing and projected conditions and developed capital improvements to address capacity and reliability needs through 2045. The following summarizes the key findings from the *Master Plan*:

- The water system infrastructure requires capacity and reliability upgrades to meet hydraulic performance criteria under existing and projected demand conditions and to mitigate condition-related concerns. The following water system improvements were identified:
  - » Small-diameter pipelines throughout the water system require upsizing to accommodate larger flow volumes, specifically for maximum day demand (MDD) plus fire flow conditions, while maintaining sufficient pressure in the distribution system.
  - » The Alpine Meadows Estate Well (AMEW) Number (No.) 1 requires reliability improvements to meet firm supply capacity requirements.
  - » The existing storage tanks that have not been recently replaced require rehabilitation or replacement to improve structural integrity and provide reliable storage capacity.
  - » A series of capacity improvements are required in the Juniper Mountain area to enable the area to meet fire flow requirements. The improvements identified for this area consist of approximately 1,220 linear feet (lf) of pipeline improvements as well as a new storage tank and booster pump station system to increase the operating pressures in the neighborhood and to provide adequate storage for operational, emergency, and fire reserve purposes. The Juniper Mountain improvements

were flagged as higher priority due to lower modeled available fire flows and lack of redundant supply sources in the area.

- » Pipelines throughout the water system, along with customer service laterals, may require replacement within the planning horizon as the infrastructure approaches the end of its expected useful lifetime. The *Master Plan* recommended planning to replace or rehabilitate approximately one percent of the system per year on average over the planning horizon.
- The wastewater collection system infrastructure is adequately sized to accommodate existing and projected wastewater flows. However, similar to the water system, the *Master Plan* recommended that ASCWD plan to rehabilitate or replace approximately one percent of the wastewater gravity mains and service laterals per year on average.
- The *Master Plan* identified two developments that are expected to come online within the planning horizon: White Wolf and Alpenglow. Both developments would connect to ASCWD's water system in areas that do not meet hydraulic performance criteria. Therefore, several of the previously identified water system improvements would need to be implemented to enable the developments to meet the relevant criteria.

## Previous Five-Year Capital Improvement Plan Projects

ASCWD currently has funds allocated for approximately \$7.1 million worth of projects over the next five years. Appendix A shows the projects ASCWD had previously identified to include in the five-year CIP.

The list provided in Appendix A consists of a combination of projects that were previously identified by ASCWD and those that were developed in the 2023 *Master Plan*. The following section discusses these projects and potential adjustments.

## Review of Capital Improvement Plan Projects

Most of the projects listed in Appendix A are required to meet immediate needs over the next five years. However, certain projects may not provide the greatest system benefits in the near-term compared to other improvements identified in the *Master Plan* and could potentially be eliminated or pushed back to later CIP cycles. The following sections discuss specific projects that could potentially be removed from or added to the current CIP to better utilize near-term funding.

## ASCWD-Identified Booster Pump Station Projects

Prior to the *Master Plan* effort, ASCWD and other entities identified three booster PS projects. Funds allocated to these three projects in the previous 5-year CIP total \$3.2 million, which represents approximately 45 percent of the 5-year CIP budget. The three booster PSs were identified in a 2013 study for the proposed Alpenglow development, then called Alpine Sierra, completed by Stantec. According to the 2013 study, installing booster PSs throughout the water system would help mitigate supply reliability and redundancy concerns by providing a method for water to move from lower to higher pressure zones. The 2013 study recommended that the booster PSs be constructed prior to the Alpenglow development, as the added demands from the development would exacerbate existing the existing supply concerns in Zone 1.

As part of ASCWD's 2023 *Master Plan*, Carollo reevaluated the water system under existing conditions as well as future conditions with added demands from planned developments and other projected growth. The supply evaluation in the *Master Plan* indicated that supply from Springs 1, 2, and 4, which are all located in Zone 1, would be sufficient to meet supply needs in Zones 1 and 2 under existing and projected future conditions.

Although the *Master Plan* found that total supply capacity in Zones 1 and 2 is sufficient to meet existing and future customer demands through 2045, ASCWD may consider planning for an emergency situation in which supply from one of the sources in Zone 1 would not be able to reach customers due to a main break or other infrastructure issue. If the water main that supplies the system from Springs 2 and 4 were to break, water from these sources would not be able to supply customers in Zone 1 without bypass pumping, which would be operationally challenging given the topography of the area. In this situation, the booster PSs would enable water to be transferred from Zone 3 into Zones 1 and 2 to help mitigate lost supply from Springs 2 and 4.

A supply evaluation was conducted to assess the operational benefits from adding the booster PSs. Table 1 shows the supply capacities for the sources potentially available to Zones 1 and 2, and Table 2 shows how the booster PSs would provide additional supply redundancy for Zones 1 and 2. As shown in Table 2, adding the PSs would mitigate supply deficits in Zones 1 and 2 under the operational scenario in which Springs 2 and 4 are out of service under existing demand conditions.

Table 1 Supply Source Capacities in Pressure Zones 1, 2, and 3

Supply Source	Pressure Zone	Capacity <sup>(1)</sup> (gpm)
Spring 1	Zone 1	60
Springs 2 and 4	Zone 1	118
Spring 3	Zone 3	14
AMEW #1	Zone 3	220
	Zones 1 and 2 subtotal	178
	Zone 3 subtotal	234
	Zone 3 subtotal potentially available to Zones 1 and 2 under existing demand conditions <sup>(3)</sup>	97

Notes:

- (1) Supply capacity assumptions are consistent with the 2023 *Master Plan*.
- (2) Springs 2 and 4 are considered one source since they feed the water system from the same water main. If this water main were compromised, supply from both the springs would not be able to reach the water system.
- (3) The Zone 3 supply capacity available to Zones 1 and 2 is equal to the total Zone 3 capacity minus the required supply for Zones 3, 3 Boosted, 3 Lower, and 4, as determined in the 2023 *Master Plan*.

AMEW #1 - Alpine Meadows Estates Well Number 1; gpm - gallons per minute

Table 2 Supply Capacity Results under Existing Demand Conditions with and without Booster Pump Stations

Supply Condition	With or Without Booster PSs <sup>(1)</sup>	Required Supply in Zones 1 and 2 <sup>(2)</sup> (gpm)	Supply Available to Zones 1 and 2 <sup>(3)</sup> (gpm)	Zones 1 and 2 Supply Surplus or Deficit <sup>(4)</sup> (gpm)
All supplies in service	Without	75	178	103
Springs 2 + 4 not in service	Without	75	60	(15)
All supplies in service	With	75	275	200

Supply Condition	With or Without Booster PSs <sup>(1)</sup>	Required Supply in Zones 1 and 2 <sup>(2)</sup> (gpm)	Supply Available to Zones 1 and 2 <sup>(3)</sup> (gpm)	Zones 1 and 2 Supply Surplus or Deficit <sup>(4)</sup> (gpm)
Springs 2 + 4 not in service	With	75	157	82

Notes:

- (1) The booster pump stations would transfer water from Zone 3 to Zone 2 and from Zone 2 to Zone 1.
  - (2) The required supply is equal to the existing maximum day demand (MDD) in Zones 1 and 2. The MDD assumptions are consistent with those in the 2023 *Master Plan*.
  - (3) The supply available to Zones 1 and 2 is equal to the supply capacity within Zone 1 plus any available surplus supply from Zone 3 for the given supply condition.
  - (4) Deficits are indicated by numbers highlighted red and in parentheses [i.e., (xx)].
- PS - pump station; gpm - gallons per minute

Although adding booster PSs could help improve supply redundancy and reliability for Zones 1 and 2, the PSs would only be required under emergency circumstances and would not be utilized under normal operating conditions. Additionally, other improvements identified in the *Master Plan* would provide greater hydraulic performance and operational benefits, as discussed in the following section.

### Master Plan-Identified Projects

The *Master Plan*-identified projects listed in **Error! Reference source not found.** were highlighted in the *Master Plan* as high priority improvements to meet near-term goals. In particular, the water system improvements for the Juniper Mountain area are considered near-term priorities since they mitigate the relatively high vulnerabilities and low hydraulic performance in this area. If the three booster PS projects discussed in the previous section are removed from the current CIP, ASCWD could reallocate those funds to begin construction for the Juniper Mountain improvements and to conduct pre-construction design work for other high-priority water system improvements identified in the *Master Plan*.

### Recommendations

The review of the booster PS projects previously included in ASCWD’s 5-year CIP indicates that installing booster PSs from Zone 3 to 2 and from Zone 2 to 1 could provide supply reliability and redundancy benefits. However, these projects would not provide the same magnitude of benefits as other capital improvements identified in the *Master Plan*. Therefore, it is recommended that ASCWD remove the three booster PS projects from the current CIP and reallocate funds to other high-priority water system improvements.

It is recommended that ASCWD adjust the CIP for the next five years as follows:

- Move the construction phase for all tank rehabilitation or replacement projects to FY 2025/26.
- Move the pre-construction phase for all Juniper Mountain projects to FY 2025/26, and move the construction phase for the same projects to FY 2026/27.
- Add the following water main upsize projects:
  - » Add pre-construction and construction phases of water main upsize from Alpine Meadows Estates Well Number 1 to Trapper McNutt Trail to FYs 2026/27 and 2027/28, respectively.
  - » Add pre-construction and construction phases of water main upsize from Beaver Dam Trail to Deer Park Drive to FYs 2026/27 and 2027/28, respectively.



- » Add pre-construction phase of water main upsizе along John Scott Trail west of Park Drive to FY 2028/29.
- » Add pre-construction phase of water main upsizе along John Scott Trail east of Park Drive to FY 2028/29.

Table 3 shows the recommended five-year CIP budget with the above adjustments. The adjusted CIP results in approximately the same cash flow over the next five years as the unadjusted CIP shown in **Error! Reference source not found.**

Table 3 Recommended Five-year Capital Improvement Plan Budget

Project Description	Fiscal Year 2023/24	Fiscal Year 2024/25	Fiscal Year 2025/26	Fiscal Year 2026/27	Fiscal Year 2027/28
<b>District-Identified Projects</b>					
Cat 907M Tractor and snow blower	\$54,548	\$54,548	\$0	\$0	\$0
SCADA computer replacement and software upgrade carried forward from 22/23	\$30,000	\$0	\$0	\$0	\$0
AME well drainage upgrade	\$5,000	\$0	\$0	\$0	\$0
Park ADA Compliance Activities (Signs and Handrails)	\$6,000	\$0	\$0	\$0	\$0
Replace failing asphalt at District office and maintenance areas	\$30,000	\$0	\$0	\$0	\$0
Spring #1 rebuild and replace wellhead piping	\$30,000	\$0	\$0	\$0	\$0
Manhole addition Cub Lane	\$0	\$25,000	\$0	\$0	\$0
New Service Vehicle	\$0	\$60,000	\$0	\$0	\$0
Blow Off & Check Valve Replacement Well R-2	\$0	\$25,000	\$0	\$0	\$0
Resurface Tennis courts	\$0	\$30,000	\$0	\$0	\$0
<b>District-Identified Projects Subtotals</b>	<b>\$155,548</b>	<b>\$194,548</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Master Plan-Identified Projects<sup>(1)</sup></b>					
Alpine Meadows Estates Well Number 1 upgrades	\$25,000	\$65,920	\$0	\$0	\$0
Ongoing water service lateral rehabilitation and replacement, 1 percent of services per year	\$50,825	\$51,825	\$53,380	\$54,981	\$56,631
Ongoing wastewater service lateral rehabilitation and replacement upper, 1 percent of services per year	\$33,527	\$34,532	\$35,568	\$36,635	\$37,734
Ongoing wastewater service lateral rehabilitation and replacement lower, 1 percent of services per year	\$16,789	\$17,293	\$17,811	\$18,346	\$18,896
Ongoing sewer gravity main rehabilitation and replacement, 1 percent of gravity mains per year	\$0	\$134,734	\$138,776	\$142,940	\$147,228
Alpine Meadows Estates Well Number 1 upgrades - backup generator	\$0	\$169,950	\$0	\$0	\$0
Tank 2 rehabilitation or replacement <sup>(2)</sup>	\$0	\$62,593	\$429,442	\$0	\$0
Tank 3 rehabilitation or replacement <sup>(2)</sup>	\$0	\$62,593	\$429,442	\$0	\$0
Tank 5 rehabilitation or replacement <sup>(2)</sup>	\$0	\$62,593	\$429,442	\$0	\$0
Water main from new Juniper Mountain booster PS to Kloster Court <sup>(2)</sup>	\$0	\$0	\$20,157	\$143,147	\$0
Water main upsizе along Kloster Court <sup>(2)</sup>	\$0	\$0	\$48,801	\$338,745	\$0



PROJECT MEMORANDUM

Project Description	Fiscal Year 2023/24	Fiscal Year 2024/25	Fiscal Year 2025/26	Fiscal Year 2026/27	Fiscal Year 2027/28
Water main upsized along Juniper Mountain Road <sup>(2)</sup>	\$0	\$0	\$35,010	\$242,585	\$0
New Juniper Mountain booster pump station <sup>(2)</sup>	\$0	\$0	\$3,183	\$26,225	\$0
New Tank 6 <sup>(2)</sup>	\$0	\$0	\$149,587	\$1,031,534	\$0
Water main upsized from Alpine Meadows Estates Well Number 1 to Trapper McNutt Trail <sup>(2)</sup>	\$0	\$0	\$0	\$178,115	\$1,221,177
Water main upsized from Beaver Dam Trail to Deer Park Drive <sup>(2)</sup>	\$0	\$0	\$0	\$26,225	\$176,705
Water main upsized along John Scott Trail west of Park Drive Pre-Construction Design Work <sup>(2)</sup>	\$0	\$0	\$0	\$0	\$51,773
Water main upsized along John Scott Trail east of Park Drive Pre-Construction Design Work <sup>(2)</sup>	\$0	\$0	\$0	\$0	\$249,863
<b>Master Plan-Identified Projects Subtotals</b>	<b>\$126,141</b>	<b>\$662,033</b>	<b>\$1,790,598</b>	<b>\$2,239,480</b>	<b>\$1,960,007</b>
<b>Totals</b>	<b>\$281,689</b>	<b>\$856,581</b>	<b>\$1,790,598</b>	<b>\$2,239,480</b>	<b>\$1,960,007</b>

Notes:

- (1) Master Plan-identified projects are those that were developed in ASCWD's *Water and Wastewater Master Plan* (Carollo, 2023).
- (2) Adjusted budget numbers were calculated using an assumed annual interest rate of 3 percent per year.

# Appendix A PREVIOUS FIVE-YEAR CAPITAL IMPROVEMENT PLAN

Table A-4 Previous Five-year Capital Improvement Plan Budget

Project Description	Fiscal Year 2023/24	Fiscal Year 2024/25	Fiscal Year 2025/26	Fiscal Year 2026/27	Fiscal Year 2027/28
<b>District-Identified Projects</b>					
Cat 907M Tractor and snow blower	\$54,548	\$54,548	\$0	\$0	\$0
SCADA computer replacement and software upgrade carried forward from 22/23	\$30,000	\$0	\$0	\$0	\$0
AME well drainage upgrade	\$5,000	\$0	\$0	\$0	\$0
Park ADA Compliance Activities (Signs and Handrails)	\$6,000	\$0	\$0	\$0	\$0
Replace failing asphalt at District office and maintenance areas	\$30,000	\$0	\$0	\$0	\$0
Spring #1 rebuild and replace wellhead piping	\$30,000	\$0	\$0	\$0	\$0
Manhole addition Cub Lane	\$0	\$25,000	\$0	\$0	\$0
New Service Vehicle	\$0	\$60,000	\$0	\$0	\$0
Blow Off & Check Valve Replacement Well R-2	\$0	\$25,000	\$0	\$0	\$0
Resurface Tennis courts	\$0	\$30,000	\$0	\$0	\$0
<b>Booster Pump Station &amp; PRV Zone 3 to 2 - Upper Bench</b>					
Construction	\$0	\$0	\$1,000,000	\$0	\$0
Construction Management & Inspection	\$0	\$0	\$200,000	\$0	\$0
<b>Booster Pump Station &amp; PRV Zone 3 to 2 - Cub Lane</b>					
Construction	\$0	\$0	\$1,000,000	\$0	\$0
Construction Management & Inspection	\$0	\$0	\$200,000	\$0	\$0
<b>Booster Pump Station &amp; PRV Zone 2 to 1</b>					
Construction	\$0	\$0	\$0	\$1,000,000	\$0
Construction Management & Inspection	\$0	\$0	\$0	\$200,000	\$0
<b>District-Identified Projects Subtotals</b>	<b>\$155,548</b>	<b>\$194,548</b>	<b>\$2,400,000</b>	<b>\$1,200,000</b>	<b>\$0</b>
<b>Master Plan-Identified Projects<sup>(1)</sup></b>					
Alpine Meadows Estates Well Number 1 upgrades	\$25,000	\$65,920	\$0	\$0	\$0
Ongoing water service lateral rehabilitation and replacement, 1 percent of services per year	\$50,825	\$51,825	\$53,380	\$54,981	\$56,631
Ongoing wastewater service lateral rehabilitation and replacement upper, 1 percent of services per year	\$33,527	\$34,532	\$35,568	\$36,635	\$37,734
Ongoing wastewater service lateral rehabilitation and replacement lower, 1 percent of services per year	\$16,789	\$17,293	\$17,811	\$18,346	\$18,896
Ongoing sewer gravity main rehabilitation and replacement, 1 percent of gravity mains per year	\$0	\$134,734	\$138,776	\$142,940	\$147,228

PROJECT MEMORANDUM

Project Description	Fiscal Year 2023/24	Fiscal Year 2024/25	Fiscal Year 2025/26	Fiscal Year 2026/27	Fiscal Year 2027/28
Alpine Meadows Estates Well Number 1 upgrades - backup generator	\$0	\$169,950	\$0	\$0	\$0
Tank 2 rehabilitation or replacement	\$0	\$62,593	\$0	\$442,325	\$0
Tank 3 rehabilitation or replacement	\$0	\$62,593	\$0	\$0	\$455,595
Tank 5 rehabilitation or replacement	\$0	\$62,593	\$429,442	\$0	\$0
Water main from new Juniper Mountain booster PS to Kloster Court Pre-Con design work	\$0	\$0	\$0	\$20,762	\$0
Water main upsize along Kloster Court Pre-Con design work	\$0	\$0	\$0	\$50,265	\$0
Water main upsize along Juniper Mountain Road Pre Construction design work	\$0	\$0	\$0	\$36,060	\$0
New Juniper Mountain booster pump station Pre-Con design work	\$0	\$0	\$0	\$3,278	\$0
New Tank 6 Pre-Con design work	\$0	\$0	\$0	\$154,075	\$0
<b>Master Plan-Identified Projects Subtotals</b>	<b>\$126,141</b>	<b>\$662,033</b>	<b>\$674,977</b>	<b>\$959,667</b>	<b>\$716,084</b>
<b>Totals</b>	<b>\$281,689</b>	<b>\$856,581</b>	<b>\$3,074,977</b>	<b>\$2,159,667</b>	<b>\$716,084</b>

Notes:  
 (1) Master Plan-identified projects are those that were developed in ASCWD's *Water and Wastewater Master Plan* (Carollo, 2023).

# EXHIBIT F1



AGENDA NO: F1

MEETING DATE: 10/13/2023

## Staff Report

**TO:** ASCWD Board of Directors

Date: October 05, 2023

**FROM:** Joe Mueller, General Manager

**SUBJECT:** TRUCKEE RIVER WATERSHED COUNCIL (TRWC) SNOW CREST  
TRIBUTARIES RESTORATION

### BACKGROUND:

The Table below shows the timeline and history of this project:

Task	Date
The Snow Crest project identified as restoration priority by Bear Creek Watershed Assessment. Report reviewed by Technical Advisory Committee, including John Collins from ASCWD	2/28/2018
Agreement to proceed with Snow Crest project from ASCWD/John	9/29/2020
Design RFP reviewed by ASCWD/John	10/2/2020
Project launch with landowners	11/4/2020
TRWC presents Bear Creek Lower Meadow to ASCWD Board, including introduction to Snow Crest project	11/13/2020
65% design complete	1/19/2021
65% design review meeting	2/12/2021
TRWC presents Snow Crest 65% design to ASCWD Board	5/14/2021
90% design complete	6/10/2021
90% design review meeting	7/12/2021
100% design complete	9/28/2021
TRWC presents Snow Crest 100% design to ASCWD Board	12/10/2021
ASCWD sent out 19 project outreach packets to the neighboring property owners	12/19/2021
TRWC presents Snow Crest update to ASCWD Board	1/14/2023
ASCWD provides signature authorization to Placer County for the project	8/10/2023
Precon meeting on project site	8/30/2023
TRWC sent outreach letters to surrounding residents	9/1/2023
Construction started	9/11/2023
Estimated construction completed	10/14/2023

**DISCUSSION:**

Michele Prestowitz with the Truckee River Watershed Council will update recap the Snow Crest Tributary Restoration Project.

**FISCAL IMPACT:**

There is no fiscal impact to this action.

**RECOMMENDATION:**

Informational only

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# EXHIBIT F2



AGENDA NO: F2

MEETING DATE: 10/13/2023

## Staff Report

**TO:** ASCWD Board of Directors

**Date:** October 10, 2023

**FROM:** Joe Mueller, General Manager

**SUBJECT:** REVIEW AND RECONSIDERATION OF AGREEMENT FOR FIRE PROTECTION, EMERGENCY MEDICAL AND RELATED SERVICES BY THE NORTH TAHOE FIRE PROTECTION DISTRICT TO THE ALPINE SPRINGS COUNTY WATER DISTRICT

### **BACKGROUND:**

On September 11, 2006, the District entered into an agreement for fire protection, emergency medical and related services with the North Tahoe Fire Protection District ("North Tahoe"). The District and North Tahoe subsequently executed a second agreement for fire protection, emergency medical and related services ("Agreement") on January 8, 2021. Under the Agreement, North Tahoe provides all fire protection and emergency medical and related services within the Alpine Springs service area in exchange for a portion of the District's property tax revenue. While the Agreement is set to terminate on December 31, 2036, either party may terminate the Agreement with 36 months' notice.

The District and North Tahoe have reached an impasse after engaging in good faith negotiations to resolve a dispute regarding the scope and payment for certain services under the Agreement. Therefore, the District's Board of Directors will consider whether to exercise the District's right to terminate the Agreement with North Tahoe. This notice does not waive any rights to pursue remedies under the Agreement for any on-going breaches but simply sets a sunset date.

### **DISCUSSION:**

Discuss and consider whether to exercise the District's right to provide North Tahoe with a notice of termination of the Agreement.

### **RECOMMENDATION:**

Staff recommends that the Board approve a motion directing the General Manager to draft and serve North Tahoe with a notice of termination of the Agreement.

### **ATTACHMENTS:**

1. Agreement for Fire Protection, Emergency Medical and Related Services By North Tahoe Fire Protection District to the Alpine Springs County Water District



**AGREEMENT FOR FIRE PROTECTION, EMERGENCY MEDICAL  
AND RELATED SERVICES BY THE NORTH TAHOE FIRE  
PROTECTION DISTRICT TO THE ALPINE SPRINGS COUNTY  
WATER DISTRICT**

THIS AGREEMENT FOR FIRE PROTECTION, EMERGENCY MEDICAL AND RELATED SERVICES ("Agreement") is entered into as of January 8, 2021, by and between NORTH TAHOE FIRE PROTECTION DISTRICT ("North Tahoe") and ALPINE SPRINGS COUNTY WATER DISTRICT ("Alpine Springs"), (individually, "Party"; collectively, "Parties").

**RECITALS**

A. North Tahoe is a California special district duly authorized to provide all services permitted to be performed by a fire protection district pursuant to the California Fire Protection District Act, Health and Safety Code §§ 13800 et seq. North Tahoe provides such services in the North Tahoe areas of Placer County, from the El Dorado County line to the Nevada State line ("North Tahoe Service Area").

B. Alpine Springs is a California special district duly authorized to provide all services permitted to be performed by a fire protection district pursuant to the California Fire Protection District Act, Health and Safety Code §§ 13800 et to the authority granted it in Water Code § 31120. Alpine Springs provides such services in the Alpine Meadows subdivision of Placer County ("Alpine Springs Service Area").

C. North Tahoe currently provides certain fire protection and emergency medical services in the Alpine Springs area of responsibility pursuant to an agreement with Alpine Springs.

The Parties have agreed that North Tahoe shall provide fire protection, emergency medical and related services as described in this Agreement to Alpine Springs and in the Alpine Springs service area, on a long-term basis subject to the following terms and conditions.

**AGREEMENT**

1. **Scope of Services.**

a. North Tahoe shall provide to Alpine Springs, for the term of this Agreement, all fire protection, fire prevention, fire suppression, rescue and emergency medical services; hazardous materials services and response; enforcement of the fire codes and other fire protection ordinances, fire origin and arson investigation, plan checks and inspections; training and related administrative services, including grant application and grant administration; and fire district support services, including, but not limited to, supervision and management, dispatching, training, and equipment procurement and maintenance services; procurement and maintenance of adequate stocks of supplies and materials; advertising, providing and supporting the Chipper Program, advertise, provide and support the Defensible Space Program; public information and fire safety education; emergency preparedness planning and other necessary services; all on the same basis and to the same extent as provided in the North Tahoe service area.

b. Each Party shall adopt its own amendments to the California Fire Code, as applicable, but shall consult with the other Party prior to any amendment or adoption of such fire codes different from those in effect on the date this Agreement commenced. Each Party shall make all reasonable effort, subject to the authority of the respective Boards of Directors, to coordinate amendments to the California Fire Code.

c. Without altering the independent contractor status described by Section 5, **Alpine Springs** shall designate the **North Tahoe** Fire Chief ("Fire Chief") or designee to carry out the functions and duties of the fire chief/marshal within **Alpine Springs** for purposes of fire service management and enforcement of **Alpine Springs** ordinances and applicable state law. The Fire Chief shall be vested with full power and authority regarding the allocation of fire, emergency medical and related resources within the **North Tahoe** service area and the **Alpine Springs** service area; the method and manner of delivery of services; the assignment, evaluation and discipline of personnel; and other matters related to the control of personnel, assignment of equipment or other resources employed by or under the control of **North Tahoe** and other operational decisions respecting delivery of services in either District.

d. The Fire Chief, or designee, shall provide a monthly oral report to the **Alpine Springs** Board of Directors and shall attend a Board of Directors meeting to answer questions at least once per quarter. Additional reporting and information to the Board shall be as mutually agreed between the **Alpine Springs** General Manager and the Fire Chief. Each year, within thirty (30) days following adoption of the annual budget by **North Tahoe**, the Fire Chief will report the annual operating plan, including the anticipated staffing schedule of the Alpine Meadows Fire Station, to the **Alpine Springs** Board of Directors.

e. **Alpine Springs** shall retain the responsibility for providing a water system and water service within the **Alpine Springs** service area, including the installation and maintenance of fire hydrants. **North Tahoe** and **Alpine Springs** shall cooperate to inspect all fire hydrants to ensure that the hydrants within **Alpine Springs** are mechanically operable. Upon learning of any fire hydrant problem, whether learned by inspection or otherwise, **North Tahoe** shall promptly notify **Alpine Springs** of the problem and **Alpine Springs** shall promptly make repairs or corrections as needed, at its own expense and subject to budgetary expenditures. **Alpine Springs** shall provide snow removal services for hydrants and to maintain access to the Alpine Meadows Fire Station. This section does not and shall not be construed as placing a mandatory duty on **Alpine Springs** for purposes of the Government Claims Act or other applicable law.

f. **North Tahoe** may separately negotiate terms of supplemental fire, emergency medical or related service funding with Placer County and/or the Alpine Meadows Ski Resort for the purpose of providing additional services pursuant to Sections 4.b and 4.c.

g. For all grants for which matching funds are required, **North Tahoe** shall be responsible for the matching funds.

## 2. Term of Agreement.

This Agreement shall commence January 1, 2021 and continue in effect until terminated as provided by this Section. Except as provided by Sections 6.b and 7, this Agreement shall not

terminate prior to December 31, 2036. Beginning December 31, 2018, either Party may terminate this Agreement upon written notice of not less than thirty—six (36) months.

3. **Facilities and Equipment.**

a. Upon the effective date of this Agreement, **Alpine Springs** shall:

(i) Lease to **North Tahoe** the present Alpine Meadows Fire Station and attached fixtures (collectively, “Fire Station”) for one dollar per year for the duration of this Agreement; and

(ii) Transfer to **North Tahoe** possession and title to the existing fire apparatus, tools and equipment and all Fire Station furnishings and equipment.

b. **North Tahoe** shall:

(i) Provide all exterior and interior maintenance and repair of the Fire Station, including the roof, walls and foundations, and the plumbing, electrical, HVAC and other systems, such that the building at all times is fully functional as a fire station and crew quarters for firefighters;

(ii) Maintain the Fire Station in as good or better a condition as when received, ordinary wear and tear excepted; and

(iii) Keep a record of all improvements and repairs to the Fire Station, exceeding \$1,000 in value and having a useful life of more than three (3) years, made by **North Tahoe** during the duration of this Agreement and keep a record of the annual depreciated value of such improvements and repairs based on the fixed asset depreciation schedules for public entities set forth in Governmental Accounting Standards Board Statement No. 34 (GASB 34).

c. The Parties acknowledge that, prior to approval of this Agreement, representatives of both Parties completed a formal “walk-through” inspection of the Fire Station to determine if any deficiencies exist. No deficiencies exist.

d. Upon termination of this Agreement, **North Tahoe** shall:

(i) Return possession of the Fire Station to **Alpine Springs** and **Alpine Springs** shall pay **North Tahoe** the original cost of the repairs and improvements made by **North Tahoe** to the Fire Station, less accrued depreciation on such repairs and improvements; and

(ii) Transfer to **Alpine Springs** its right, title and interest to and possession of the fire apparatus, tools and equipment and all Fire Station furnishings and equipment that is (1) described in Section 3.a(ii) and/or such substitutes or replacements thereof as may have from time to time been acquired by **North Tahoe** or (2) acquired with fire mitigation fee funds pursuant to Section 4.a(iv). Such returned property shall be in like kind and condition as when received

by **North Tahoe**, ordinary wear and tear, excepted. Alternatively, **North Tahoe** may elect to pay to **Alpine Springs** a sum equal to the then fair market value of any such property not returned to **Alpine Springs**, with such sum fully taking into account the age and condition of the equipment on the date this Agreement commenced and normal wear and tear.

(iii) In the event any of the items described in Sections 3.a(ii) or 4.a(iv) are determined by **North Tahoe** to be obsolescent or otherwise beyond its useful life for purposes of providing services under this Agreement, **North Tahoe** shall offer to transfer such property at that time to **Alpine Springs** at no cost or to dispose of it, as may be elected by **Alpine Springs**.

#### 4. Implementation Schedule.

a. Upon the effective date of this Agreement, **North Tahoe** shall:

(i) Place a Type I fire engine and paramedic ambulance into service at the Fire Station, equipped to meet or exceed NFPA and Sierra Sacramento Valley EMS standards, as applicable, provided all apparatus shall be scheduled and assigned at the sole discretion of the Fire Chief, based on operational needs, maintenance and repair or system status management patterns throughout the service area of **North Tahoe** and **Alpine Springs**;

(ii) Provide standardized mobile and handheld radios at the Fire Station;

(iii) Complete, at its own expense, a Capital Facilities Plan ("Plan") on behalf of **Alpine Springs** for review and approval by the **Alpine Springs** Board of Directors. If approved, **Alpine Springs** shall use its best efforts to implement the Plan through the adoption of a Fire Mitigation Fee and, upon adoption, shall submit the Plan to Placer County. **North Tahoe** shall, at its own expense, review and update, as needed, the Plan annually. All mitigation fees and any similar fees from developer agreements shall be invested and expended in accordance with the provisions of the Plan, provided that, upon adoption of the Plan, the **Alpine Springs** Board of Directors shall authorize the Fire Chief to implement the Plan, including adopting specifications for apparatus or equipment purchase, procuring apparatus or equipment consistent with **North Tahoe**-procurement policy, entering into contracts with vendors and making payment. **North Tahoe** shall be reimbursed for such payments by **Alpine Springs** from available fire mitigation fee funds within thirty (30) days of presenting evidence of such payment to **Alpine Springs** or as soon thereafter as fire mitigation fee funds are available to **Alpine Springs**. **Alpine Springs** shall transfer to **North Tahoe** title and possession of any apparatus or equipment purchased by **North Tahoe** through the implementation of the Plan. Upon termination of this Agreement, the disposition of such apparatus and equipment shall be determined pursuant to Section 3.d(ii).

b. Throughout the term of this Agreement, **North Tahoe** will assign a two-person engine company to operate out of Fire Station at least 150 days, 24 hours each day, during

the year, subject to Section I.c, with the specific days to be determined by the Fire Chief. Additional days of staffing will be provided if a grant is awarded to provide additional staffing at the Fire Station; additional funding is obtained from Placer County or the Alpine Meadows Ski Resort for fire, emergency medical or related services; or other funding permits.

5. **North Tahoe Employees.**

All employees, including, but not limited to, the Fire Chief, agents, contractors or subcontractors hired or retained by **North Tahoe** are employees, agents, contractors or subcontractors of **North Tahoe** and not of **Alpine Springs**. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. **Alpine Springs** shall not be obligated in any way to pay any wage claims or other claims made against **North Tahoe** resulting from performance of this Agreement by any such employees, agents, contractors or subcontractors, or any other person.

6. **Financial Provisions.**

a. **Alpine Springs** shall pay **North Tahoe** for the performance of the services described in this Agreement as follows: Eighty percent (80%) of Property Tax in accordance with Attachment 1, **Schedule and Processing of Payments**.

“Property Tax” for these purposes shall mean all property taxes on the Placer County secured and unsecured rolls, including but not limited to real, personal, supplemental or unitary property taxes, county fire tax, possessory interest tax and homeowner’s property tax redemption funds, however denominated, based on property located within or otherwise inuring to **Alpine Springs**, including delinquent collections thereof “Property Tax” does not include collection of delinquent water, sewer or garbage service accounts and related water, sewer or garbage service charges placed on the property tax rolls.

b. If property tax revenue received by **Alpine Springs** is estimated by the County to be less than 95% of the property tax revenue received by **Alpine Springs** in the prior fiscal year, the Parties agree to meet not later than October 31 of that fiscal year to renegotiate the level of service to be provided under this Agreement. If no agreement is reached by the Parties within ninety (90) days, the Parties agree that **North Tahoe** may reduce the level of service to **Alpine Springs** to match the revenue available from **Alpine Springs** and, at its option, provide not less than twelve (12) months’ notice of termination of this Agreement. If services are reduced, notwithstanding the termination provisions of this Agreement, **Alpine Springs** may provide notification of termination of this Agreement to be effective not less than twelve (12) months from the date of such notification.

7. **Dispute Resolution.**

In the event that a dispute arises with regard to this Agreement, the Parties agree to work in good faith to resolve the dispute. If informal means of resolution are unsuccessful, either Party may send a written dispute notice to the other Party demanding performance within fifteen (15) days (“Performance Period”).

a. Mediation. The Parties agree to mediate any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to arbitration or court action. If the dispute is not resolved during the Performance Period, within sixty (60) days after the end of Performance Period, either Party may demand in writing that the dispute be promptly submitted to a mediator for resolution. Mediation fees, if any, shall be divided equally among the Parties involved. If any Party commences an arbitration or court action based on a dispute or claim to which this Section applies without first attempting to resolve the matter through mediation, then that Party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that Party in any such arbitration or court action.

b. Arbitration. Any controversy or claim arising out of or related to this Contract, or the breach thereof, and not resolved by mediation shall be settled through binding arbitration in accordance with the Rules of the American Arbitration Association or of the Judicial Arbitration and Mediation Service (JAMS), as may be selected by the Party filing for arbitration, except that discovery pursuant to California Code of Civil Procedure § 1283.05 shall be allowed. The foregoing notwithstanding, the Parties may mutually agree to the following arbitration procedure: they shall select the arbitrator, who shall be a retired judge or justice, or an attorney with not less than five (5) years substantial experience with public entity law, and in such case the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure, except that discovery pursuant to California Code of Civil Procedure § 1283.05 shall be allowed.

The Parties agree to be bound by an arbitrator's order for specific performance. Failure to perform in accordance with such order is grounds for injunction or termination of this Agreement at the prevailing party's option.

Judgment upon the award rendered by any arbitrator(s) shall be in accord with substantive California law and may be entered in any court having jurisdiction thereof. Claims within the monetary limits of the Small Claims Court shall be litigated in such court at the request of either Party, so long as both Parties limit their right to recovery to the jurisdiction of the Small Claims Court. Any claim filed in Small Claims Court shall be deemed to be a waiver of the right to arbitrate, and if a counter claim in excess of the jurisdiction of the Small Claims Court is filed in Superior Court then the Party filing in Small Claims Court may demand arbitration pursuant to this subsection. Any arbitration under this Agreement shall be deemed commercial arbitration, not subject to the consumer arbitration provisions of California Code of Civil Procedure § 1284.3.

c. Attorneys' Fees. In the event of legal proceedings, including any arbitration, for the enforcement or interpretation of this Agreement, the prevailing party in such proceeding shall be entitled to its reasonable attorneys' fees and costs. If a Party prevails on some issues and an opposing Party on other issues, the arbitrator or judge, as the case may be, shall apportion attorneys' fees and costs as is just and equitable in the circumstances.

d. Exclusions from Mediation and Arbitration. The following matters are excluded from mediation and arbitration hereunder:

(i) A judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in California Civil Code § 2985;

(ii) The filing or enforcement of a mechanic's lien;

(iii) Any matter which is within the jurisdiction of a probate or small claims court; and

(iv) An action for bodily injury or wrongful death, or for latent or patent defects to which California Code of Civil Procedure § 337.1 or § 337.15 applies.

8. **Indemnification.**

a. **North Tahoe** shall defend, indemnify and hold **Alpine Springs**, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of **North Tahoe**, its elected officials, officers, employees, agents, subcontractors, subconsultants and volunteers arising out of or in connection with **North Tahoe's** performance of, or obligations under, this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of **Alpine Springs**.

**North Tahoe** shall defend, at **North Tahoe's** own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against **Alpine Springs**, its elected officials, officers, employees, agents, subcontractors, subconsultants or volunteers arising out of or in connection with **North Tahoe's** performance of, or obligations under, this Agreement. **North Tahoe** shall pay and satisfy any judgment, award or decree that may be rendered against **Alpine Springs** or its elected officials, officers, employees, agents, subcontractors, subconsultants or volunteers, in any such suit, action or other legal proceeding. **North Tahoe** shall reimburse **Alpine Springs** and its elected officials, officers, employees, agents, subcontractors, subconsultants or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**North Tahoe's** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by **Alpine Springs**, its elected officials, officers, employees, agents or volunteers.

b. **Alpine Springs** shall defend, indemnify and hold **North Tahoe**, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of **Alpine Springs**, its elected officials, officers, employees, agents, subcontractors, subconsultants and volunteers arising out of or in connection with **Alpine Springs's** performance of, or obligations under, this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related

costs and expenses, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of **North Tahoe**.

**Alpine Springs** shall defend, at **Alpine Springs**'s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against **North Tahoe**, its elected officials, officers, employees, agents, subcontractors, subconsultants or volunteers arising out of or in connection with **Alpine Springs**'s performance of, or obligations under, this Agreement. **Alpine Springs** shall pay and satisfy any judgment, award or decree that may be rendered against **North Tahoe** or its elected officials, officers, employees, agents, subcontractors, subconsultants or volunteers in any such suit, action or other legal proceeding. **Alpine Springs** shall reimburse **North Tahoe** and its elected officials, officers, employees, agents, subcontractors, subconsultants or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**Alpine Springs**'s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by **North Tahoe**, its elected officials, officers, employees, agents or volunteers.

9. **Insurance.**

a. **Time for Compliance.** **North Tahoe** shall not commence Services under this Agreement until it has provided evidence satisfactory to **Alpine Springs** that it has secured all insurance required under this section. In addition, **North Tahoe** shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to **Alpine Springs** that the subcontractor has secured all insurance required under this section.

b. **Types of Required Coverages.** As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, **North Tahoe** in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

(i) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$10,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

Without limiting the generality of the above, the policy shall insure against all bodily injury, property damage, personal injury and other loss or liability caused by or connected with **North Tahoe**'s occupation and use of the Fire Station under this Agreement.



(ii) **Medical Malpractice Liability Insurance:** Medical Malpractice Liability Insurance for all activities of **North Tahoe** and its employees arising out of or in connection with this Agreement in an amount of no less than ten million dollars (\$10,000,000) in the aggregate annually. In the event **North Tahoe** cannot provide an occurrence policy, **North Tahoe** shall provide insurance covering claims made as a result of performance of Agreement and shall maintain such insurance in effect for at least six (6) months following termination or expiration of this Agreement.

(iii) **Automobile Liability:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$5,000,000 each accident.

(iv) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

c. **Endorsements.**

The policy or policies of insurance required by Sections 9.b(i) Commercial General Liability, 9.b(ii) Medical Malpractice Liability Insurance and 9.b(iii) Automobile Liability shall be endorsed to provide the following:

(i) **Additional Insured:** The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of **North Tahoe**; or (4) contain any other exclusions contrary to the Agreement.

(ii) **Primary Insurance and Non-Contributing Insurance:** This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

(iii) **Severability:** In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

(iv) **Cancellation:** The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon **Alpine Springs** except ten (10) days prior written notice shall be allowed for non-payment of premium.

(v) **Duties:** Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

(vi) (Applicability: That the coverage provided therein shall apply to the obligations assumed by **North Tahoe** under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

The policy or policies of insurance required by Section 9.b(iv) Workers' Compensation shall be endorsed, as follows:

(i) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(ii) **Cancellation:** The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon **Alpine Springs** except ten (10) days prior written notice shall be allowed for non-payment of premium.

d. **Deductible.** Any deductible or self-insured retention must be approved in writing by **Alpine Springs** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

e. **Evidence of Insurance, North Tahoe,** concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by **Alpine Springs**. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with **Alpine Springs**. If such coverage is cancelled or reduced, **North Tahoe** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with **Alpine Springs** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

f. **Failure to Maintain Coverage.** **North Tahoe** agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to **Alpine Springs**. **Alpine Springs** shall have the right to withhold any payment due **North Tahoe** until **North Tahoe** has fully complied with the insurance provisions of this Agreement.

g. **Acceptability of Insurers.** Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A: VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

10. Review and Evaluation

At the Seven Year anniversary of this Agreement (2028), the Alpine Springs Board shall conduct a review and evaluation of the Fire Chief and related services provided by North Tahoe pursuant to this Agreement and provide a confidential report of such review and evaluation to the North Tahoe Board.

11. Miscellaneous.

a. Entire Agreement. This Agreement and its attachments constitute the entire agreement between **North Tahoe** and **Alpine Springs** respecting the matters set forth herein. **Alpine Springs** and **North Tahoe** each represent that neither has relied on any promise, inducement, representation or other statements made in connection with Agreement that is not expressly contained herein.

b. Negotiated Agreement. The Parties agree that this Agreement shall not be construed in favor of, or against, any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Agreement. The Parties represent that they have consulted legal counsel prior to the execution of this Agreement and have executed this Agreement with full knowledge of its meaning and effect.

c. Assignment. Neither **Alpine Springs** nor **North Tahoe** shall have the right to assign its respective rights and obligations hereunder without the written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, and successors and assigns.

d. Amendment. This Agreement may be amended, modified or supplemented only in writing signed by both **Alpine Springs** and **North Tahoe**,

e. Waiver. The failure of any Party hereto at anytime or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or a breach of any term contained in this Agreement shall be effective unless in writing and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or wavier of any other condition or breach of any other term.

f. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Placer, State of California. In the event of any such litigation between the Parties, the prevailing party shall be entitled to recover its reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.

g. Construction. The language and all parts of Agreement shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each Party has reviewed and revised Agreement in that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of

Agreement. Titles and headings are for reference purposes only and shall not be used to interpret this Agreement.

h. Survivability. Section 8, Indemnification, shall survive the termination of this Agreement.

i. Notices. Notice to the Parties in connection with this Agreement shall be given personally or by certified mail, return receipt requested, addressed as follows:

TO ALPINE SPRINGS: Alpine Springs County Water District  
270 Alpine Meadows Road  
Alpine Meadows, CA 96146  
ATTN: General Manager

TO NORTH TAHOE: North Tahoe Fire Protection District  
P.O. Box 5879  
Tahoe City, CA 96145  
ATTN: Fire Chief

Notice shall be effective at the time of personal delivery or seventy-two (72) hours after mailing by certified mail, return receipt requested.

j. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

k. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

l. Invalidity: Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

m. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

AGREED to the year and day first above written at Tahoe City, Placer County, California.

ALPINE SPRINGS COUNTY WATER DISTRICT

NORTH TAHOE FIRE PROTECTION DISTRICT

By:  1-19-2021  
[Type name, title]  
Joe Mueller/General Manager

By: \_\_\_\_\_  
[Type name, title]

Agreement. Titles and headings are for reference purposes only and shall not be used to interpret this Agreement.

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**AGREED** to the year and day first above written at Tahoe City, Placer County, California.

**ALPINE SPRINGS COUNTY WATER DISTRICT**

**NORTH TAHOE FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
[Type name, title]

By:   
Michael S. Schwartz, Fire Chief

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

Date: 1/26/2021

**AGREEMENT FOR FIRE PROTECTION, EMERGENCY MEDICAL  
AND RELATED SERVICES BY THE NORTH TAHOE FIRE  
PROTECTION DISTRICT TO THE ALPINE SPRINGS COUNTY  
WATER DISTRICT**

**ATTACHMENT 1**

**Schedule and Processing of payments**

Payments will be made based off the September, January, and May statements from Placer County. Payments will be made within 45 days of the end of the statement month (i.e. payment based on September statement will be due by November 15).

The contract term ends December 31, 2036. Based on the above payment schedule, NTFPD will still be owed a payment based on the January 2037 statement from Placer County, which will be after the contract terminates. The funds that post to ASCWD in January are for the July – December 2036 time frame.

Property Tax Payment Calculation to North Tahoe Fire Protection District (based off of Placer County Account codes in 2020. Account codes could be subject to change):

**Step 1:** Take the Ending Balance of Ledger Account 53220: Revenue Apportionments.

**Step 2:** Subtract the Ending Balance of Ledger Account 42010: Investment Income and Account 46030: Direct Charges.

**Step 3:** Multiply the total amount by 80%

**Step 4:** Add the fees charged for collection of direct charges and 20% of property taxes (must pull the detail of Account 52360: Professional and Special Services - General). This step will only be applicable in the months that Placer County charges fees to ASCWD. Mail NTFPD a check

**Note:** The June statement will include important year-end adjustments, as shown in the example. Must use the final Month 13 reconciliation from Placer County to include all year-end adjustments. The reconciliation based off the June Month 13 numbers will be included with the September statement reconciliation.

## Example of a Version A calculation:

825-1111 Trial Balance Composite FY2020-Jun attached

### STEP 1.

Property Tax	\$768,936.18	53220
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### STEP 2.

(-) Interest	\$1,064.94	42010 (Alpine retains interest)
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(-) Direct Charges:	\$24,399.14	46030 (Alpine retains direct charges for delinquent accounts.)
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Sub Total	\$743,472.10	
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### STEP 3.

Multiply by 80%	594,777.68	(North Tahoe Share)
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### STEP 4.

(+) Fee adj.	2,918.15	52360
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(Add back fees associated with collection of Alpine's 20% share of property tax and Direct Charges)

See breakdown:

(+) Fees paid to county for collection of the 20% share of Property Tax

((13,369.45 + 1.33) \* 20%)

(+) Fee paid to county for collection of Direct Charges (Delinquent Water/ Utilities) + 243.99

Check(s) to NTF per schedule	597,695.83	
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# EXHIBIT F3





AGENDA NO: F3

MEETING DATE: 10/13/2023

## Staff Report

**TO:** ASCWD Board of Directors  
**FROM:** Joe Mueller, General Manager  
**SUBJECT:** Fall 2023 ASCWD Newsletter

Date: October 03, 2023

### **DISCUSSION:**

This year's fall newsletter is over three pages printed front and back. It highlights District Greenbelt lands, Snow crest Restoration, and the newly adopted District green waste dumpster rebate program.

It has an employee Spotlight article on Laurie Axell ASCWD's newest full-time employee and returning employee Shied Limbird. Other articles include staging snow removal equipment on District property, things not to flush down the drain, and as in the past we continue to remind and educate customers on the importance of winterizing their home to protect against frozen pipes and water leaks.

As a result of the size, being environmentally and fiscally conscious as to the use of resources, the newsletter will once again be provided paperless as an electronic newsletter. A postcard announcement that alerts the community that the newsletter is now paperless and available on the District's website will be mailed to all customers, as well as listing the topics covered in the Fall 2023 edition (announcement included as Attachment 2). Staff is cognizant that not all residents have internet access, are internet savvy, or that some may still prefer a hard copy. As such, hard copies of the newsletter are available at the District office for pick-up, or community members may call or e-mail to request a hard copy be mailed to them.

The newsletter will be posted on our website with hard copies available for pickup at the District office.

### **RECOMMENDATION:**

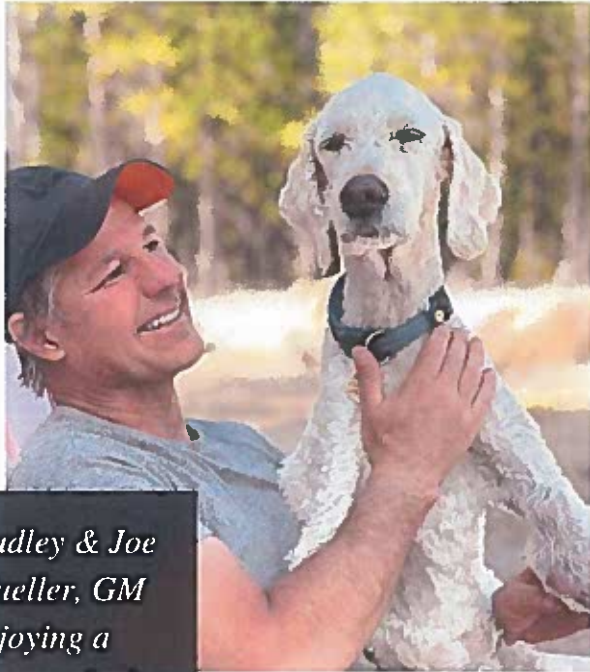
Review, discuss and provide direction to staff on the content and layout of the ASCWD Fall Newsletter.

### **Attachments:**

- 1- Draft Fall 2023 ASCWD Newsletter
- 2- Draft Fall 2023 ASCWD Newsletter Postcard Announcement

# DIRECT FROM THE DISTRICT

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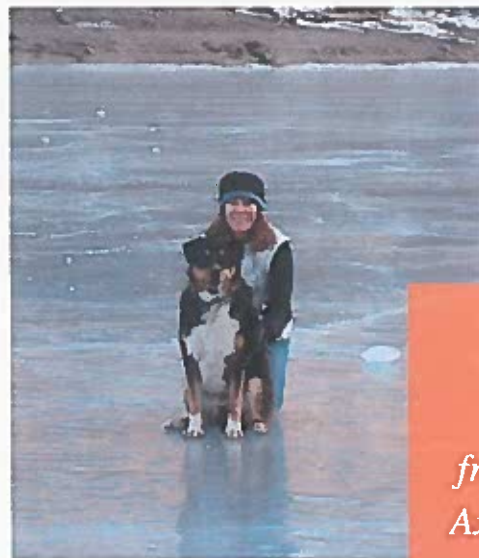
*Dudley & Joe  
Mueller, GM  
enjoying a  
summer day!*

## GENERAL MANAGER'S MESSAGE

Hello Alpine Meadows Community! Your team at Alpine Springs County Water District (ASCWD) is transitioning with the retirement of long time Office Manager Pam Zinn, we have welcomed our new Office Manager Laurie Axell and have also welcomed backed Scheid Limbird to our operations team. With our new team, we are all quickly preparing for winter weather, closing the park for the season, and ensuring that all of our facilities and equipment are winter weather ready -- we hear it may be another heavy winter this year, and hope you are preparing your homes too! Please remember, if you ever have any questions or comments please stop by the District Office!

## NEW EMPLOYEE ANNOUNCEMENT!

Hi, my name is Laurie Axell. I have been in the Tahoe area since 1987 and spent many years as an Alpine Meadows resident. I have been working as a bookkeeper and office manager for the last several years in the construction industry. I look forward to serving Alpine Springs County Water District and meeting the members of our community.



*Message  
from Laurie  
Axell, Office  
Manager*



*Message  
from Scheid  
Limbird,  
Operations  
Specialist*

Hi all,

My name is Scheid Limbird and I moved back to North Lake Tahoe this summer after a year in Oregon. My fiance and I are glad to be back in the area with a stable housing situation which is hard to come by here. I am excited to be back working alongside the ASCWD team and helping in any

facet of the District that I can.

I am looking forward to meeting more and more of the community out in the valley while working with Miguel and Robb. Please come say hi when we are out and about, ensuring the best drinking water in Tahoe!

## **DISTRICT GREENBELT**

Lately, the District team has been having many conversations about the District owned greenbelt lands, approximately 109 acres of open space land. The greenbelt land requires maintenance, specifically defensible space maintenance which is not currently within the District's budget to support. As such, we are encouraging community members to share their thoughts with us and help us understand what your priorities are. For example, one possible course of action would be to divest of some or all of the land by donating it to a land conservancy group, Placer County, or to private ownership. If we wish to retain ownership of the land, we will need to identify a funding source to fund the defensible space work that is needed on the property. This funding source could come from a reduction in park services and amenities or a tax measure ... what do you think of these options? Or maybe you have a new suggestion?

Our open space lands throughout the region are cherished lands that we all enjoy interacting with. For many of us, these open space lands are why we choose to live in this region, so it is important that you share your thoughts with us. Stop by the District at any time to discuss further!



ASCWD is also pleased to announce the return of Scheid Limbird. Scheid has been an intricate and key player in the District running smoothly the last couple of years of operation. We are happy and lucky to have this hard worker back from a short absence. Bend Oregon was beautiful, but not as beautiful as Alpine Meadows!

## **WELCOME BACK SCHEID!**



# A REMINDER FROM MIGUEL, OPERATIONS MANAGER, NO WIPES DOWN THE PIPES!

Hello residents of Alpine Meadows,

As we head into Fall and Winter seasons, I wanted to take a moment to share some valuable information from the ASCWD Operations staff. First, I personally wanted to say thank you for being so patient with all of the projects that happened in the Valley this last summer. Not just our preventative maintenance and repairs but all the construction, paving and general restoration work that went on.

After having such a big winter last year and seeing a record number of visitors here in Alpine, I felt it was time for a reminder about our collections system so that it can operate properly.

The District's collection system is designed to handle water, human waste, and toilet paper only.



Instead, all of the items listed to the right, should be thrown out with trash or disposed of properly. We kindly ask that you help us keep our collections system operating by only flushing water, human waste and toilet paper. Please share this information with all members of your household, and if you have an outside contractor that comes in to clean your home, please be sure to pass this information on to them as well. As always, if you have any questions, please feel free to contact me by stopping by the District office or via phone at (530) 583-2342.

**No matter what the package says,**

## **DO NOT FLUSH THESE PRODUCTS:**

- Cloth rags or towels
- Baby wipes, Toilet wipes, Towelettes, disinfecting wipes, or cloth wipes of any kind
- Paper (other than toilet paper/tissue)
- Medications (prescription, or over the counter)
- Feminine hygiene products of any kind
- Beauty products, Q-tips, dental floss
- Plastics
- Grease of any kind, especially cooking grease
- Garden supplies (pesticides, fertilizers)
- Paint, varnish, paint remover
- Motor oil, gasoline, or any explosive material



## **SNOWCREST MEADOW RESTORATION PROJECT: COMPLETE**

You may have noticed some work going on at the intersection of Snowcrest and Alpine Meadows Road. This work was completed by Truckee River Watershed Council to restore Snow Crest Meadow. This project restored 2 acres of meadow, native meadow and wetland plant species and protected habitats for fish, birds and mammals.

As a result of this work, over the next few years, Snow Crest Meadow will emerge wetter, wilder, and greener - with better wildlife and fish habitat, cleaner water, and a more sustainable future for generations to come. Thank you to the Truckee River Watershed Council for this important work to protect and restore our watersheds!

## **Staging and Storing of Snow and Equipment**

You may notice a bit of extra snow removal equipment on District property this season, and there is a good reason why. Earlier this year, ASCWD was approached by Sierra Tahoe Enterprises, a snow removal contractor from the local area, expressing an interest in staging and storing their snow removal equipment locally in the Alpine Meadows Valley. The District team felt like staging and storing of the snow removal equipment in the valley will provide an overall benefit to the community by having the equipment available locally during winter snow events. In addition, there are no adverse impacts to the District for allowing use of property for staging. Therefore, District staff, along with District legal Counsel, worked with Sierra Tahoe Enterprise to develop an agreement to allow Sierra Tahoe to store and

stage their equipment on District owned property in exchange for a small reimbursement to the District for the annual cost of the asphalt crack and slurry sealing of the park and well house parking lots.







*Bear  
Box?*

## **GREEN WASTE DISPOSAL PROGRAM**

Creating defensible space around your home is an important part of wildfire safety! This year, the District implemented a green waste dumpster rebate program. To encourage the use of the six-yard green waste only dumpsters, the District Board adopted a dumpster rebate program which fully reimburses the discounted rate to rent a green waste dumpster for a one-week period, delivered, picked-up, and disposed of by Tahoe Truckee Sierra Disposal Company. The program allows residential customers to submit proof of paid dumpster purchase, up to two per year, for a credit on their annual ASCWD invoice. These dumpsters are a convenient way to dispose of green waste as they are delivered at the resident's request and are picked up a week later.

We encourage our community members to take advantage of this convenient program for all of your green waste removal needs. Help us with wildfire safety by completing your defensible space work!

The Board of Directors adopted an ordinance requiring all persons who rent their home on a part time or full-time basis to install a "Bear Box". The size of the Bear Box is determined by the size of your house. If the residential unit is less than 2,500 square feet you need a minimum of 1 bear box capable of holding 2 thirty-two (32) gallon cans. For residential units between 2,500 to 3,500 square feet you need a minimum of 1 bear box capable of holding 3 thirty-two (32) gallon cans.

For residential units greater than 3,500 square feet you need a minimum of 1 bear box capable of holding 4 thirty-two (32) gallon cans. Curb side trash pickup is every Monday.



*What to do  
with your  
green waste?*

# Winter Is Almost Here!



## WINTERIZE YOUR HOME

### THE FACTS ON LEAKS

**10**

percent of homes have leaks that waste 10 gallons or more per day



**Did you know?**  
Most water leaks account for nearly

**1**

**trillion gallons**  
of wasted water each year and is equal to annual household water use in nearly



**10 Drips**  
per minute wastes more than **500** gallons per year

**11**  
**million homes**

**Repair**

leaks by checking faucet washers and gaskets for wear and replacing them if necessary



Replace old toilets with WaterSense models & save

**13,000**  
gallons of water savings for the average family

**Homeowners**  
CAN Save

**10 percent** on their water bills



EPA

epa.gov/watersense

## Water Leak Notices!

Pay attention to any notice from the District regarding a possible water leak. You should check all your water fixtures and or have a plumber check for leaks on the customer side of the water service. Several customers have experienced “high” water bills due to leaks that have been allowed to exist for extended periods of time.







JOIN US FOR A  
**HOLIDAY  
OPEN HOUSE**

DEC | 15 | 10:30 -  
2:30

DISTRICT OFFICES

Please save the date and join us for our second annual District Holiday Open House. We love getting to know our community members and the Holiday Open House is a great way to do just that. Stop by and say hi, or relax and enjoy some refreshments and conversation with your District team. Whatever works for you, we just hope to see you on December 15th!

Happy Holiday season to you and your families, be safe and enjoy the season of hope with everyone you love!

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## ASCWD GENERAL INFORMATION

Board meetings are now offered in a hybrid format - both in person and available virtually via zoom. Upcoming Board Meetings are:

Friday, November 10th, at 9:00 a.m.

Friday, December 8th, at 9:00 a.m.

Friday, January 12th, at 9:00 a.m.

Friday, February 9th, at 9:00 a.m.

Friday, March 8th, at 9:00 a.m.

Friday, April 12th, at 9:00 am



*Save the Date:*

*Holiday Open House*

*December 15, 2023*

*10:30 am - 2:30 pm*

*District Office*

### **Board Of Directors**

Janet S. Grant, President

Janice Ganong, Vice-President

Evan Salke

Dave Smelser

Christine York

### **District Staff**

Joe Mueller, General Manager

Laurie Axell, Office Manager

Miguel Ramirez, Operations & Maintenance  
Supervisor

Robb Pascarella, Operations Specialist

Scheid Limbird, Operations Specialist



ASCWD Fall/Winter Newsletter is **Now Available** on the District  
Website at [alpinesprings.org](http://alpinesprings.org)!

Information and updates regarding winterizing your home, Snow  
Crest Meadow Restoration Project, the District's Greenbelt, Snow  
equipment, new staff, Holiday Open House and more!

**Please Save the Date: Holiday Open House**  
**December 15, 2023: 10:30 a.m. - 2:30 p.m.**

**District Office**

*Happy  
Holidays!*



**ALPINE SPRINGS  
COUNTRY WATER  
DISTRICT**

270 Alpine Meadows Road  
Alpine Meadows, CA 96146



**Presorted  
First Class Mail  
US Postage  
Paid  
Sierra Mail  
96143**

# EXHIBIT H1

Hello,

I am writing concerning my invoice# 230348 for 2311 John Scott Trail parcel number APN 095-271-001. It appears that I had a major leak in the spring of 2023 because my water bill is approximately 2x what it normally is. While I understand that you need to charge customers based on usage, I was wondering if there was an way to get this bill reduced since I feel there was nothing I could have done to prevent this and the rates for usage over 200K are quite high. Our home is a vacation home and so we are not there all of the time and so the leak must have happened at a time when the house was vacant. I hope you will consider this information favorably. Please call me if you have any questions.

Respectfully,

Jennifer Callahan

415 238 2338