**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 December 10<sup>th</sup>, 2021

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.

This will be a hybrid meeting held in person and available by ZOOM for the general public. The board room at 270 Alpine Meadows Rd is open to the public with Members and Staff present. Current masking requirements will be enforced. Public comments will be accepted by the board and should be submitted to the Board Secretary by sending an email to <a href="mailto:info@alpinesprings.org">info@alpinesprings.org</a>; by mail or in person (drop box) 270 Alpine Meadows Rd., Alpine Meadows, by Tuesday December 7th, 2021 at 9:00 a.m. and via ZOOM on any item on the agenda until the close of public comment on the item.

ZOOM LINK: At the specified time, 9:00 a.m., connect to the ZOOM Mtg. ID: <u>868 6753 9770</u>; passcode: <u>420681</u>; Please mute yourself unless you are speaking. Times listed are approximate. Join Zoom Meeting

https://us06web.zoom.us/j/86867539770?pwd=dmdOdzNVZzV0U0ZNZ29NV2JUbjc3UT09

# 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

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

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) NOVEMBER REGULAR BOARD MEETING

The Board shall review and vote to approve the minutes of the Regular Board meeting of November 12<sup>th</sup>, 2021.

# D. <u>DEPARTMENT REPORTS</u>

# **D1)** FINANCIAL REPORT

Mike Dobrowski, CPA, shall discuss the November 2021 monthly financial statements highlighting outstanding issues. The Chair of the Budget & Finance Committee shall comment on the Committee's review of the statements. The Board shall vote to accept the financial statements and to approve the month's 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 November 2021 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 November 2021.

## **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 November 2021 Water/Sewer Report.

# **D5)** TTSA REPORT

Representative David Smelser, shall report on TTSA activities that impact Alpine Meadows, including the TTSA Board meetings. Regular Meeting held on November 17<sup>th</sup>, 2021

# E. BUSINESS ITEMS FOR BOARD DISCUSSION & ACTION

E1) TRUCKEE RIVER WATERSHED COUNCIL (TRWC) SNOW CREST TRIBUTARIES RESTORATION

Presentation by Michele Prestowitz TRWC Program Manager on the Snow Crest Tributaries Restoration project proposed on a majority of ASCWD property. Discuss and give direction to the General Manager on board support going forward with the project.

E2) RESOLUTION 10-2021 TO ADOPT HEALTH REIMBURSEMENT ARRANGEMENTS CONSISTENT WITH CHAPTER 6 OF THE EMPLOYEE HANDBOOK

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

Consider Resolution 10-2021 to adopt the Alpine Springs County Water District Health Expense Reimbursement Plan for the benefit of District employees as set forth in the "Benefits During Employment" section of Chapter 6 of the Employee Handbook, and the Alpine Springs County Water District Health Premium Reimbursement Plan for the benefit of District retirees as set forth in the "Post-Employment Benefit" section of Chapter 6 of the Employee Handbook.

- E3) CONTRACT AWARD TO CAROLLO ENGINEERS FOR WATER AND WASTEWATER MASTER PLANNING SERVICES
  - Discuss and consider authorizing the General Manager to execute a contract with Carollo Engineers for water and wastewater master planning services.
- **E4**) ELECTION OF ASCWD BOARD PRESIDENT AND VICE PRESIDENT TO THE BOARD OF DIRECTORS

Nominate and elect the ASCWD Board President and Board Vice President to the Board of Directors for 2022.

# F. COMMITTEE REPORTS

- F1) BUDGET & FINANCE COMMITTEE (PRESIDENT GRANT) met December 9<sup>th</sup>, 2021.
  - Discuss monthly financial reports, status of investments/cash.
  - Discuss the treasurers report.
  - Discuss unbudgeted expenses.
  - Attached November 11<sup>th</sup>, 2021, B&F report that was discussed at the November 12<sup>th</sup> Board Meeting.
- **F2**) PARK, RECREATION & GREENBELT COMMITTEE (DIRECTOR YORK) No Meeting.
- **F3**) LONG RANGE PLANNING COMMITTEE (DIRECTOR SMELSER) No Meeting.
- **F4)** ADMINISTRATION & PERSONNEL COMMITTEE (DIRECTOR GANONG) No Meeting.

# G. FUTURE AND OPEN AGENDA ITEMS

- Fiscal Year 2020/2021 Auditor's Report
- Current employee's future retirement health benefits
- Salary step schedule for current staff job descriptions

# 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.

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

# I. CLOSED SESSION

None.

# J. <u>DIRECTORS' COMMENTS</u>

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 January 14th, 2022, at 9:00 a.m.

I certify that on or before Tuesday December 7th, 2021, at 9:00 a.m., I personally posted and forwarded agendas as requested.

Gam Linn		
Pam Zinn, Office Manager.		

# EXHIBIT C1

# 1 2 3 4 5 6 7

# **ALPINE SPRINGS COUNTY WATER DISTRICT** MINUTES OF THE REGULAR BOARD OF DIRECTORS MEETING November 12, 2021

NOTE: Due to continued COVID restrictions, this meeting was a "hybrid" of an in-person meeting for Board and staff and Zoom for additional attendees

8

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

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

9 10

- 11 Directors Present: President Janet S. Grant, Vice-President Janice Ganong, Dave Smelser, Evan Salke and
- 12 Christine York
- 13 Directors Absent: None
- 14 Staff Present: General Manager Joseph Mueller, O&M Supervisor Miguel Ramirez, District CPA Mike
- 15 Dobrowski, and Recording Secretary Judy Friedman

16 17

Guests included Andrew Pitcairn, Liz Zang, and from NTFPD Steve Leighton, Brent Armstrong, and Steve McNamara.

18 19 20

21

22

23 24

# **B. PUBLIC COMMENT**

AMEA President Andrew Pitcairn thanked the Board for allowing the AMEA Picnic at the park over Labor Day weekend. They will be asking to hold it over the July 4<sup>th</sup> weekend next year. Secondly, Pitcairn suggested the Board consider a "resident" fee for the park and limit the number of non-residents allowed. A brief discussion followed regarding pros and cons of the suggestion. It was noted a survey has been posted to the District's website.

25 26 27

Liz Zang may not be present for Item #4, but wanted to comment that it is always good to be inclusive and put community members on committees. It engages people and grooms potential candidates for the Board. Also, fresh eyes are always a good idea and there could be a community member that has a lot to offer the Finance Committee given so many major decisions coming up.

30 31 32

33

34

28

29

# C. APPROVAL OF MINUTES

# C1) OCTOBER REGULAR BOARD MEETING

It was moved by York and seconded by Smelser to approve the minutes of the October 8, 2021 Board meeting. Motion carried unanimously.

35 36 37

38

39

40

# D. DEPARTMENT REPORTS

# D1) FINANCIAL REPORT

District CPA Mike Dobrowski expects the preliminary audit report next week. He presented the October 2021 financial reports. The cash position is almost \$600,000 more than this time last year. Dobrowski answered questions clarifying specific line items.

41 42 43

It was moved by Ganong and seconded by York to accept the October 2021 financial statements as presented. Motion carried unanimously.

44 45 46

It was moved by Smelser and seconded by York to approve payment of checks #32160 - #31287 and #32189 - #32210, payroll, and electronic fund transfers. Motion carried unanimously.

47 48 49

50

# D2) FIRE DEPARTMENT REPORT

Chief Leighton reported:

- 1 • Of the 184 calls received over the past month, four were from Alpine Meadows. The monthly 2 numbers are about average, but with 2310 calls year-to-date, this year could break a record. 3
  - Staffing

4

5

6

7

8 9

10

11 12

13

14 15

16

17

18

19

20

21 22

23

24 25

26 27

28 29

30

31 32

33 34

35

36

37

38 39

40 41

42

43

44

45 46

47

48

49

50

- Controlled burns are being done in the area
- An Ambulance Study has been commissioned for local fire departments to determine if the level of service is adequate
- Apparatus upgrades

Grant asked that the report submitted in the meeting packets use the prior format. She asked that responses to the ski area be noted in some fashion.

Fire Marshall McNamara announced he is retiring at the end of this year and introduced his replacement, Brent Armstrong. McNamara reported:

- Plan review numbers continue to be high but the process has been streamlined
- California AB 2911 requires Calfire to inspect subdivisions for 2 ingress and egress points. NTFPD is working with Calfire to conduct those inspections because of NTFPD's knowledge of the local area. The results will be used for the Fire Line Score rating system, which is used by insurance companies, so the information needs to be correct.
- South Lake Tahoe was saved from the Caldor Fire by weather, resources on the ground, and fuels reduction programs.

# D3) GENERAL MANAGER'S REPORT

General Manager Mueller presented his activity report for October 2021. Per previous direction, he asked Palisades Tahoe if they contribute financially to fire services and they do not, other than reimbursement for specifically requested services.

At next month's meeting, Mueller will have a recommendation for a consultant to do the Master Plan.

Mueller provided additional detail on development in the valley. Alpenglow has indicated they will sell their plans to another developer. Rather than a Development Agreement with the current owner, Mueller is working with NTFPD on details such as fire hydrants and "shelter in place" plans that a potential buyer may want to know more about.

There have been two meetings with the District and Placer County to help the developer of Whitewolf get through the environmental process with regard to water and sewer service. Some components are on hold pending the ASCWD Master Plan. The developer will not have to conduct additional studies about the impacts of the development on ASCWD systems.

The Snow Crest Tributary Restoration plan will be on the December ASCWD Board agenda.

This month's Area General Manager's meeting included a presentation from Northstar CSD on the ballot measure recently passed that will generate just under \$500,000 a year for fire fuels management. The additional property tax sunsets in eight years. There is about \$25,000 in the ASCWD budget for chipping, but not "active" work. Mueller suggested including a line item for this work in the next Rate Study.

# D4) OPERATION & MAINTENANCE DEPARTMENT REPORT

Operations Manager Miguel Ramirez presented the Water/Wastewater Report for October. He discussed the impact of power outages on the tanks. Ramirez recommends an expenditure of approximately \$10,000 to upgrade the batteries and valves to ensure the tanks can fill in an emergency and extend the time the cascading system can operate.

1 2

3

4

Ramirez and Mueller presented graphs showing water production and where the water is used. A pie chart indicated how much water is being billed. Non-revenue water is just over 27%. Only about 25% of the water produced is being billed. Discussion followed as the data was clarified and options for reducing the amount of unaccounted for water were considered. This information will inform the Master Plan.

5 6 7

8

9

# **D5) TTSA REPORT**

Smelser presented the report of the October 20, 2021 T-TSA Board meeting, which was included in the meeting packets. There was also a special Meeting on October 11, 2021 to consider a personnel issue.

10

# E. BUSINESS ITEMS FOR BOARD DISCUSSION & ACTION

11 12

13

## RESOLUTION 10-2021 INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO E1) PERFORM ANNUAL INSPECTIONS.

14 15

McNamara explained this requires inspections on certain types of occupancies, such as R2 apartment buildings. Action on this item was tabled to January

16 17

18

19

21

### E2) **RESOLUTION 11-2021 COST RECOVER FEES**

It was moved by Salke and seconded by York to adopt Resolution 11-2021 regarding setting fees for cost recovery of fire and life safety activities.

**ROLL CALL VOTE:** 20

AYES: Smelser, York, Salke, Ganong, Grant

22 **NOES:** None

23 Motion carried unanimously.

24 25

26

# TAHOE TRUCKEE AREA AGREEMENT FOR MUTUAL EMERGENCY AID It was moved by Salke and seconded by York to authorize the General Manager to execute the Tahoe

Truckee Area Agreement for Mutual Emergency Aid. Motion carried unanimously.

27 28 29

30

31

32

33 34

35

### E4) ADDITION OF A COMMUNITY MEMBER TO THE BUDGET & FINANCE **COMMITTEE**

Mueller presented the staff report in today's meeting packet. Additional details of the recommendation were considered at yesterday's Budget and Finance Committee meeting. Grant said the Committee is not recommending adding a community member at this time given the robust participation from Dobrowski, an independent auditing firm, and Board members and staff with extensive financial experience and understanding. That said, the meetings are always open to the public. If at some time there is a need for special expertise, community members may be asked to participate.

36 37 38

Public comment was opened and Liz Zang encouraged the Board to include at least one community member on the Budget and Finance Committee.

39 40 41

42

43

44

Discussion followed regarding upcoming projects, the financial considerations that may need to be addressed in the future, and the pros and cons of adding community members to this or any other Committee at this time. There was consensus to list all Committees in the spring newsletter, in an email to the community, and on a post on the bulletin board in the summer. The Board is interested in letting the community that the Committees are always looking for volunteers.

45 46 47

48

49 50

### E5) QUARTERLY REVIEW OF DISTRICT GOALS AND OBJECTIVES

Included in today's meeting packet was a spreadsheet showing the Goals and Objectives and status of each. The main purpose of it is for the staff and Board to make sure everything is being addressed. Discussion followed as the document was reviewed and suggestions made for revisions to make it clearer.

### 1 2 F. COMMITTEE REPORTS 3 F1) BUDGET & FINANCE COMMITTEE (PRESIDENT GRANT) met November 11th, 2021. 4 Grant presented the report of the November 11, 2021 Budget and Finance Committee and the Treasurer's 5 Report. The Committee directed staff to investigate other banking options for the checking account. 6 7 F2) PARK, RECREATION & GREENBELT COMMITTEE (DIRECTOR YORK) 8 York reported the Committee has compiled a survey, which is available online. Mueller added the survey can 9 remain up through the winter as there are safeguards against people completing it more than once. 10 11 F3) LONG RANGE PLANNING COMMITTEE (DIRECTOR SMELSER) 12 This Committee did not meet. 13 14 F4) ADMINISTRATION & PERSONNEL COMMITTEE (DIRECTOR GANONG) 15 This Committee did not meet. 16 17 G. FUTURE AND OPEN AGENDA ITEMS 18 • Master Plan Consulting Contract 19 • Truckee River Watershed Council presentation on the Snow Crest Tributary Project 20 • Current employee's future retirement health benefits 21 Salary step schedule for current staff job descriptions 22 H. CORRESPONDENCE TO THE BOARD 23 24 No correspondence was presented. 25 26 I. CLOSED SESSION 27 Closed Session was not convened. 28 29 J. DIRECTORS' COMMENTS 30 Smelser reported he has done some defensible space behind his home. Some residents on Beaver Dam have 31 indicated interest in participating in clean-up of the greenbelt area past the pump house and around the creek 32 next spring. 33 34 Mueller reported trees at Bear Creek were being removed, but bad weather hit and Jesse Shirley has been ill. 35 The project will be completed next spring. 36 37 K. ADJOURNMENT 38 There being no further business to come before the Board, the meeting was adjourned at 12:42 PM. The next 39 regularly scheduled Board meeting is Friday December 10, 2021, at 9:00 a.m. 40

# 42 Respectfully Submitted,

43 Judy Friedman

41

- 44 Recording Secretary
- 45 THE PAPER TRAIL SECRETARIAL & BUSINESS SOLUTIONS

# **EXHIBIT D1**

Subject: November 2021 Month End Review

For: Alpine Springs County Water District

To: The Board of Directors

Prepared by: Michael J. Dobrowski, CPA 12/05/21

On a year to date basis our net income was \$110,014 more than the prior fiscal year. This is due to an increase in revenues spread out between several accounts and lower than expected system maintenance. Current month total expenses were \$145,506 which was under budget by \$28,880. (Due to the NTFD contract timing). Our year to date net income was \$378,389 favorable to budget.

Our cash position has increased by \$619,258 from November 30, 2020 and has decreased by \$103,333 from the prior month.

**Reports Included:** Profit and Loss Previous Year Comparison (Condensed)

Profit and Loss Budget Performance

Balance Sheet Previous Year and Month Comparison

Cash Flow Year to Date

Check Register for Current Month Subsequent Payments Listing

Quarterly 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 + \$108,434 = \$108,434

Prior Year + (10% of annual revenues (\$1,341,349-257,010) less Garbage)

Cash available for operations – \$1,314,108

(Remaining balance \$1,422,542-108,434)

Work in Progress Accounts		Current Year	Total
Sewer Easement	Total	\$0 \$	11,300 11,300
Accounts Payable			
Garbage Contract	Total	\$ 24, \$ 24,	<u>754</u> 754
Sick and General Leave			
COVID Sick leave Sick leave Hours General leave Hours and Dollars	0.00 Hrs. 107.27 Hrs. 580.26 Hrs.	\$ 22,292.74	
Prepaids Sun Life Dental (5103&04) (68.77-Garbage Contract (5404.02) 0 Mo. Healthplan Services (51031&41) (15000) 7 mo CALPERS (51031&41) (800.74+3.5 Sierra Office Solutions (5232.00) 0 Principal Life (5103&04) (25.80+5 SDRMA (5120.00) Worker's Company Total	@ \$11,674.72 171.45+208.05) 1 month onths @ 2,537.05 ,202.94) 0 month 0 month @ 156.72 1.60) 0 month	\$ 0.00 \$ 0.00 \$ 379.50 \$ 17,759.36 \$ 0.00 \$ 0.00 \$ 0.00 \$ 6,502.77 \$ 24,641.63	
Stale-Dated Checks  Date Check # Amount	<u>Vendor</u>		
Benefits Breakdown (YTD)  Health & Life Ins. (Active) \$21,7  Health & Life Ins. (Retired) 7,0	unt <u>Vendor</u> 1.69 CalPERS (Re 710.98 016.90		
Payroll Taxes 4,0	788.19 (Employer 7.59) 034.16 0392.07 042.30	% Effective 07/01/21)	

# **Alpine Springs County Water District** Profit & Loss Prev Year Comparison July through November 2021

	Jul - Nov 21	Jul - Nov 20	\$ Change
Ordinary Income/Expense Income			
Water Revenue	626,501	611,069	15,432
<b>Connection Fees</b>	47,609	27,166	20,443
Sewer Revenue	312,653	296,066	16,587
Garbage Revenue	257,010	245,942	11,068
Park Revenue Fire Mitigation Fees	7,843 41,119	13,887 8,401	(6,044) 32,719
Fire Fuel Management Fees	24,827	24,124	703
Property Tax Revenue	364	1,800	(1,436)
Other Revenue	23,424	31,167	(7,743)
Total Income	1,341,349	1,259,621	81,728
Gross Profit	1,341,349	1,259,621	81,728
Expense	77 74	04 000	50.000
Salaries and Wages - Admin	75,703	21,823	53,880
Salaries and Wages - O&M	92,634	96,937	(4,302)
Benefits - Office	11,272	7,051	4,221
Benefits - O&M	31,278	29,952	1,326
Health Plan Co-Insurance	3,392	1,132	2,260
Directors' Fees	3,650	3,900	(250)
Insurance - Administration	17,749	19,210	(1,461)
Park Expenditures	3,320	14,025	(10,705)
Parts/Tools/Misc. Equip	5,791	7,721	(1,930)
Postage and Delivery	2,095	1,843	252
Cleaning	960	1,065	(105)
Newsletter and Printing	746	837	(90)
Office Expense	6,731	8,138	(1,407)
<b>Dues and Subscriptions</b>	8,450	7,525	925
Bank and Collection Fees	1,624	1,690	(66)
Analytical Testing Accounting Fees	875 26,208	614 25,949	261 260
Legal Fees	2,903	1,959	944
Consultants-Management	0	57,600	(57,600)
Consultants-Misc.	2,498	5,712	(3,215)
NTFD Contract Fire Fuel Management Fee	12,381 11,542	12,180 9,554	202 1,988

11:02 AM 12/05/21 Accrual Basis

# Alpine Springs County Water District Profit & Loss Prev Year Comparison

July through November 2021

	Jul - Nov 21	Jul - Nov 20	\$ Change
<b>Building Maintenance</b>	11,277	9,913	1,364
Equipment Maintenance - Ad	3,803	2,983	820
Vehicle Maintenance and Rep.	3,744	5,474	(1,731)
Maintenance Water and Sewer	43,135	57,179	(14,044)
Gas and Electric - Admin	10,665	9,101	1,564
SCADA System	10,044	7,744	2,300
Travel and Entertainment Education Staff/Board	276 241	273 0	3 241
Uniforms	1,686	2,181	(495)
ASCWD Fuel	109	1,820	(1,712)
Telephone - Administration	4,061	7,965	(3,904)
Government Mandates	5,302	6,489	(1,186)
Garbage Services	61,884	58,374	3,511
Depreciation Expense	88,895	88,895	0
Miscellaneous - O&M	503	1,492	(990)
Total Expense	567,426	596,297	(28,871)
Net Ordinary Income	773,923	663,323	110,599
Other Income/Expense Other Income			
Interest Revenue	539	1,125	(586)
Total Other Income	539	1,125	(586)
Net Other Income	539	1,125	(586)
Net Income	774,462	664,448	110,014

11:03 AM 12/05/21 **Accrual Basis** 

# Alpine Springs County Water District Profit & Loss Budget Performance 2021/2022 November 2021

	Nov 21	Budget	Jul - Nov 21	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income Water Revenue	0	0	626,501	617,169	753,837
Connection Fees	0	2,101	47,609	10,506	25,214
Sewer Revenue	182	0	312,653	310,909	310,909
Garbage Revenue	0	0	257,010	255,033	255,033
Park Revenue	200 0	0 792	7,843 41,119	13,416 3,960	26,830 9,500
Fire Mitigation Fees Fire Fuel Management Fees	0	792	24,827	24,827	24,827
Property Tax Revenue	Ö	Ö	364	38,411	768,229
Other Revenue	2,914	1,386	23,424	6,931	16,636
Total Income	3,296	4,279	1,341,349	1,281,162	2,191,015
Gross Profit	3,296	4,279	1,341,349	1,281,162	2,191,015
Expense					
Salaries and Wages - Admin	14,150	15,443	75,703	77,215	185,322
Salaries and Wages - O&M	13,756	18,299	92,634	91,495	219,573
Benefits - Office	2,262	3,703	11,272	18,515	44,441
Benefits - O&M	6,040	6,921	31,278	34,605	83,052
Health Plan Co-Insurance	2,568	917	3,392	4,585	11,000
Directors' Fees	700	720	3,650	3,600	8,650
Insurance - Administration	3,466	3,656	17,749	18,280	43,862
Park Expenditures Parts/Tools/Misc. Equip	0 1,575	0 1,770	3,320 5,791	13,734 8,850	27,465 21,220
Postage and Delivery	463	624	2,095	3,120	7,485
Cleaning	240	417	960	2,085	5,000
Newsletter and Printing	746	0	746	1,500	3,000
Office Expense	1,821	2,183	6,731	10,915	26,196
<b>Dues and Subscriptions</b>	7,615	776	8,450	3,880	9,295
Bank and Collection Fees	43	192	1,624	960	2,300
Analytical Testing Accounting Fees	131 5,242	277 5,320	875 26,208	1,385 26,600	3,325 63,860
Audit	0	0	0	0	19,250
Legal Fees	1,208	1,252	2,903	6,260	15,000
Consultants-Misc.	478	1,292	2,498	6,460	15,500
NTFD Contract Fire Fuel Management Fee OPEB Trust - Annual Funding	12,391 0 0	51,215 2,069 0	12,381 11,542 0	256,075 10,345 0	614,583 24,827 30,000
<b>Building Maintenance</b>	55	2,387	11,277	11,935	28,640
Equipment Maintenance - Admin	720	743	3,803	3,715	8,910

11:03 AM 12/05/21 **Accrual Basis** 

# Alpine Springs County Water District Profit & Loss Budget Performance 2021/2022 November 2021

	Nov 21	Budget	Jul - Nov 21	YTD Budget	Annual Budget
Vehicle Maintenance and Rep.	3,177	471	3,744	2,355	5,650
Maintenance Water and Sewer	28,230	13,514	43,135	67,570	162,150
Gas and Electric - Admin	2,500	4,118	10,665	20,590	49,400
SCADA System	5,244	1,662	10,044	8,310	19,930
Travel and Entertainment Education Staff/Board	0	25 292	276 241	125 1,460	300 3,500
Uniforms	360	441	1,686	2,205	5,300
ASCWD Fuel	0	441	109	2,205	5,300
Telephone - Administration	0	863	4,061	4,315	10,351
<b>Government Mandates</b>	174	1,899	5,302	9,495	22,792
Garbage Services	12,377	12,313	61,884	61,565	147,755
Depreciation Expense	17,779	17,779	88,895	88,895	213,345
Miscellaneous - O&M	0	392	503	1,960	4,700
Total Expense	145,506	174,386	567,426	887,164	2,172,229
Net Ordinary Income	-142,210	-170,107	773,923	393,998	18,786
Other Income/Expense Other Income					
Interest Revenue	0	415	539	2,075	5,000
Total Other Income	0	415	539	2,075	5,000
Net Other Income	0	415	539	2,075	5,000
Net Income	-142,210	-169,692	774,462	396,073	23,786

11:04 AM 12/05/21 Accrual Basis

**Internally Prepared Financial Statement** 

# Alpine Springs County Water District Balance Sheet Previous Year & Month Comparison

As of November 30, 2021

	Nov 30, 21	Oct 31, 21	\$ Change	Nov 30, 20	\$ Change
ASSETS Current Assets Checking/Savings	255	255	0	105	470
Petty Cash Bank of the West	355 144,227	355 247,559	0 (103,333)	185 108,393	170 35,834
Placer County - Interest App. Wells Fargo Advisors LAIF Accounts	354,453 0 923,507	354,453 0 923,507	0 0 0	353,715 18,593 322,398	738 (18,593) 601,109
Total Checking/Savings	1,422,542	1,525,874	(103,333)	803,284	619,258
Accounts Receivable Accounts Receivable	42,907	48,616	(5,709)	41,538	1,369
Total Accounts Receivable	42,907	48,616	(5,709)	41,538	1,369
Other Current Assets Placer - Agency Taxes 390-770	1	1	0	1,803	(1,802)
Interfund Receivable - Enterp	0	0	0	0	0
Prepaid Expenses	24,642	28,020	(3,378)	38,015	(13,373)
County Collection Accounts Deferred Pension Outflows	21,717 41,103	21,717 41,103	0	1,828 35,652	19,889 5,451
<b>Deferred OPEB Outflows</b>	29,374	29,374	0	2,694	26,680
<b>Total Other Current Assets</b>	116,837	120,215	(3,378)	79,992	36,845
<b>Total Current Assets</b>	1,582,286	1,694,706	(112,420)	924,814	657,472
Fixed Assets Land	360,436	360,436	0	360,436	0
Firehouse Firehouse Vehicles & Equipment Park	376,338 343,336 403,391	376,338 343,336 403,391	0 0 0	376,338 343,336 403,391	0 0 0
Park Improvements Depreciable Land Improvements	21,728 129,444	21,728 129,444	0	19,633 129,444	2,095 0
Alpine Springs Interceptor Water System SCADA System Sewer System Building Improvements	58,095 6,357,449 146,548 1,022,026 357,090	58,095 6,357,449 146,548 1,022,026 357,090	0 0 0 0	58,095 4,697,786 146,548 1,022,026 357,090	0 1,659,663 0 0
Office Equipment	81,011	81,011	0	81,011	0
Vehicles	128,749	128,749	0	128,749	0
Maintenance Equipment	131,068	131,068	0	131,068	0
Truckee River Interceptor	358,524	358,524	0	358,524	0
Inflow and Infiltration	26,031	26,031	0	26,031	0

Page 1

11:04 AM 12/05/21 Accrual Basis

# Alpine Springs County Water District Balance Sheet Previous Year & Month Comparison

As of November 30, 2021

	Nov 30, 21	Oct 31, 21	\$ Change	Nov 30, 20	\$ Change
Work in Progress	11,300	11,300	0	1,620,995	(1,609,695)
Accumulated Depreciation	(5,063,167)	(5,045,388)	(17,779)	(4,797,837)	(265,330)
Total Fixed Assets	5,249,397		(17,779)		(213,268)
	5,249,397	5,267,176	(17,779)	5,462,665	(213,200)
Other Assets Land Usage and Easement Right	17,436	17,436	0	12,318	5,118
Total Other Assets	17,436	17,436	0	12,318	5,118
TOTAL ASSETS	6,849,119	6,979,318	(130,199)	6,399,797	449,322
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable	24,754	12,377	12,377	0	24,754
Total Accounts Payable	24,754	12,377	12,377	0	24,754
Other Current Liabilities Accounts Payable - 05 Retention Payable OPEB Liability	38,129 0 398,216	38,129 0 398,216	0 0	0 41 389,109	38,129 (41) 9,107
Accrued Payroll & Payroll Tax	0	0	0	575	(575)
Accrued Vacation Payable	22,293	22,658	(366)	17,460	4,833
Deferred Pension Inflows	184	184	0	1,234	(1,050)
Deferred OPEB Inflows	72,115	72,115	0	69,965	2,150
Net Pension Liabilities	13,862	13,862	0	8,482	5,380
<b>Total Other Current Liabilities</b>	544,798	545,164	(366)	486,866	57,933
<b>Total Current Liabilities</b>	569,552	557,541	12,011	486,866	82,686
Total Liabilities	569,552	557,541	12,011	486,866	82,686
Equity Retained Earnings Retained Earnings - Garbage Retained Earnings - Park Retained Earnings - Sewer Retained Earnings - Water Fund balance Undesignated Investment in plant & equip	256,622 426,769 (210,878) 1,260,449 (1,974,150) 369,898 5,376,395	256,622 426,769 (210,878) 1,260,449 (1,974,150) 369,898 5,376,395	0 0 0 0 0	0 417,253 (213,774) 1,240,707 (2,116,941) 350,248 5,570,990	256,622 9,516 2,896 19,742 142,791 19,650 (194,595)
Net Income	774,462	916,672	(142,210)	664,448	110,014
Total Equity	6,279,567	6,421,777	(142,210)	5,912,931	366,636
TOTAL LIABILITIES & EQUITY	6,849,119	6,979,318	(130,199)	6,399,797	449,322

# Alpine Springs County Water District Statement of Cash Flows July through November 2021

	Jul - Nov 21
OPERATING ACTIVITIES	
Net Income	774,462
Adjustments to reconcile Net Income	114,402
to net cash provided by operations:	
1150.00 · Accounts Receivable - 05 Fund	92,610
1550.00 · Prepaid Expenses	16,951
1550.00 · Prepaid Expenses:1550.02 · Prepaid Expense	8,756
1550.00 · Prepaid Expenses:1550.03 · Prepaid Expense	(2,919)
1550.00 · Prepaid Expenses:1550.04 · Prepaid Expense	(2,919)
1550.00 · Prepaid Expenses:1550.05 · Prepaid Expense	(2,919)
1600.05 · County Collection Accts	14,764
1041.00 Placer Co - Taxes 770	42,247
1850.00 · Accumulate Depreciation:1850.02 · Accumula	3,690
1850.00 · Accumulate Depreciation:1850.03 · Accumula	3,690
1850.00 · Accumulate Depreciation:1850.04 · Accumula	11,095
1850.00 · Accumulate Depreciation:1850.05 · Accumula	64,715
2010.00 · Accounts Payable - 06 Fund	6,820
2010.00 · Accounts Payable - 06 Fund:2010.06 · Accoun	(293, 332)
2070.00 · Accrued Payroll & Taxes - 05 Fu	(4,656)
2075.00 · Accrued Vacation Pay - 05 Fund	1,256
Net cash provided by Operating Activities	734,310
INVESTING ACTIVITIES	
1850.00 · Accumulate Depreciation:1850.06 · Accumulate	5,705
Net cash provided by Investing Activities	5,705
Net cash increase for period	740,015
Cash at beginning of period	682,527
Cash at end of period	1,422,542

_	
5	~
Q	N
9	S
0	0
<del>-</del>	2
~	~

# Alpine Springs County Water District Check Register for Current Month November 5 - 30, 2021

Date	Num	Name	Memo	Amount	Balance
11/08/2021	32215 🕊	Kevin Ince	Manual payroll check	-613.13	-613.13
11/15/2021	32216 *	Aramark	Customer #6728877	-179.94	-793.07
11/15/2021	32217 €	Atomic Printing	Account No. 682	-593.05	-1,386.12
11/15/2021	32218	Best Best & Krieger LLP	Invoice 919314	-1,207.50	-2,593.62
11/15/2021	32219	Big Bear Automotive Repair Inc.	Cust ID 5381	-187.63	-2,781.25
11/15/2021	32220 *	Eastern Regional Landfill	Acct # 0000-0200-0	-55.00	-2,836.25
11/15/2021	32221 *	FedEx	Acct #1834-0409-1	-157.05	-2,993.30
11/15/2021	32222 🕊	Longo Inc.	Invoice 9553	-1,350.68	-4,343.98
11/15/2021	32223 🕊	Miguel G. Ramirez	Reimbursement	-52.25	-4,396.23
11/15/2021	32224 *	North Lake Auto Parts	Acct #300	-184.37	-4,580.60
11/15/2021	32225 *	Pam Zinn	Reimbursement	-45.00	-4,625.60
11/15/2021	32226	Principal Life	Account #1113469-10001	-77.40	-4,703.00
11/15/2021	32227	Sierra Controls, LLC	Invoices 122647 & 122675	-1,108.17	-5,811.17
11/15/2021	32228 🕊	Silver State Analytical Laboratories	Water Tests	-130.50	-5,941.67
11/15/2021	32229 🕊	Sun Life Financial	Policy #906384 Dental	-281.66	-6,223.33
11/15/2021	32230	Tahoe City Chevron, Inc.	Account #147	-100.00	-6,323.33
11/15/2021	32231 ×	Tahoe Truckee Sierra Disposal Co., Inc.	Customer No.000355	-104.00	-6,427.33
11/15/2021	32232 ₩	Truckee-Tahoe Lumber Company	Account #1431.001	-208.60	-6,635.93
11/15/2021	32233 4	USA BlueBook	Customer #814589	-330.74	-6,966.67
11/15/2021	32234 🖈	Western Nevada Supply Company	Account #14905	-1,093.42	-8,060.09
11/15/2021	32235*	Dave Mitchell IT/Web Consulting	Invoice #1218	-960.00	-9,020.09
11/15/2021	32236 *	Mountain Pipeline TV Inspection & Sealing	Invoice 1319	-5,807.40	-14,827.49
11/15/2021	32237	Healthplan Services, Inc.	Case #230511	-379.50	-15,206.99
11/30/2021	32238	ACC Business	Account #00001194781 10/11/	-476.60	-15,683.59
11/30/2021	32239	Alpine Septic and Pumping	Invoice 111121-03	-10,500.00	-26,183.59
11/30/2021	32240	Aramark	Customer #6728877	-179.94	-26,363.53
11/30/2021	32241	Avaya Financial Services	Contract No. 753-0021553-000	-158.91	-26,522.44
11/30/2021	32242	Cashman Equipment Company	Customer #001306	-2,704.79	-29,227.23
11/30/2021	32243	FedEx	Acct #1834-0409-1	-93.23	-29,320.46
11/30/2021	32244	Hoffman Plumbing Inc.	Invoice 210768	-3,484.88	-32,805.34
11/30/2021	32245	Liberty Utilities	Account 88550011-88105912 (	-2,724.69	-35,530.03
11/30/2021	32246	Miguel G. Ramirez	Reimbursement	-2,271.00	-37,801.03
11/30/2021	32247	Mountain High Home Services, LLC	Invoice 14595	-240.00	-38,041.03
11/30/2021	32248	NTFPD		-12,390.75	-50,431.78
					Pane 1

# Alpine Springs County Water District Check Register for Current Month

11:06 AM 12/05/21

~
2
0
N
8
ന
5
Sec.
O
Ω
$\sqsubseteq$
Ф
>
0
Ž

Balance	-50,631.78	-50,997.13	-51,039.53	-55,175.28	-55,490.65	-55,543.72	-55,785.50	-56,263.00	-56,398.38	-56,640.98	-63,010.98	-63,171.78	-63,399.11	-63,574.11	-63,699.11	-63,849.11	-63,974.11	-64,099.11
Amount	-200.00	-365.35	-42.40	-4,135.75	-315.37	-53.07	-241.78	-477.50	-135.38	-242.60	-6,370.00	-160.80	-227.33	-175.00	-125.00	-150.00	-125.00	-125.00
Memo	Reimbursement	Invoice 20680	Invoice #19307209012021	Invoice 122680	Customer #AS32:900020 (11/2	Account #11050	Customer: ALPSPR	Invoice 4878	Account #1431.001	Customer #814589	Invoice 1785 & 1786	Account #271135177-00001 (1	Account #14905	November Budget & Finance a	November Board of Directors Mtg	November Budget & Finance a	November Board of Directors Mtg	November Board of Directors Mtg
Name	Pam Zinn	Printart	Professional Communications Messaging	Sierra Controls, LLC	Sierra Office Solutions	Swigard's True Value Hardware, Inc.	Tahoe Supply Company	The Paper Trail	Truckee-Tahoe Lumber Company	USA BlueBook	Vallance Painting Incorporated	Verizon Wireless	Western Nevada Supply Company	Janet Grant	Janice Ganong	Evan Salke {1}	David Smelser {1}	Christine York
Num	32249	32250	32251	32252	32253	32254	32255	32256	32257	32258	32259	32260	32261	32262	32263	32264	32265	32266
Date	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021	11/30/2021

# Alpine Springs County Water District Subsequent Payments Listing

11:07 AM 12/05/21

December 1 - 5, 2021

Balance	-5,241.62	-5,415.45	-10,437.95	-11,139.64
Amount	-5,241.62	-173.83	-5,022.50	-701.69
Memo	Inv#21514	CaIPERS ID: 2668620501	Customer ID: 2668620501 Health Insurance	CalPERS ID: 2668620501 Health Insurance
Name	Michael J. Dobrowski, CPA, LLC	** CaIPERS	*** Duplicate document numbers *** 12/05/2021 EFT120521 CalPERS (Active)	document numbers *** EFT120521 CalPERS (Retired)
Num	32267	*** Missing numbers here *** 12/05/2021 EFT120521 CalPERS	*** Duplicate document numbers *** 12/05/2021 EFT120521 CalPER	*** Duplicate document numbers *** 12/05/2021 EFT120521 CalPER
Date	12/04/2021	*** Missing n 12/05/2021	*** Duplicate 12/05/2021	*** Duplicate 12/05/2021

# **EXHIBIT D2**

# NTFPD-ASCWD Response Calls November 2021

			Basic				
			Incident				
			Postal		Basic		
Basic Incident	Basic Incident Basic Incident Date		Code		Apparatus		
Number (FD1) Time		Basic Incident Full Address	(FD1.19)	Basic Incident Type (FD1.21)	Call Sign List	Call Sign List   Basic Primary Action Taken (FD1.48)	Basic Additional Actions Taken 2 (FD1.66)
2021029643	11/6/2021 18:24	11/6/2021 18:24 1700 TRAPPER Place	96146	Dispatched and cancelled en route	B5, E56, M51	B5, E56, M51   Cancelled en route	
2021030975	2021030975 11/21/2021 20:50 SNOW CREST Road	SNOW CREST Road	96146	EMS call, excluding vehicle accident with injury	B5, M56	Transport person	
2021031188		11/24/2021 5:08 2600 ALPINE MEADOWS Road	96146	False alarm or false call, other	B5, E56, M51 Investigate	Investigate	
2021031448	2021031448 11/26/2021 22:59 DEER PARK Drive	DEER PARK Drive	96146	EMS call, excluding vehicle accident with injury	MS6	Refusal of EMS care	
					BS, ES1, MS1,		
2021031527	11/28/2021 3:10	11/28/2021 3:10 SNOW CREST Road	96146	Motor vehicle accident with injuries	M56	Transport person	
2021031706	11/30/2021 11:28	2021031706 11/30/2021 11:28 1050 SNOW CREST Road	96146	False alarm or false call, other	B5, E56, M51 Investigate	Investigate	



AGENDA NO: D3

MEETING DATE: 12/10/2021

# **General Managers Report**

TO:

**ASCWD Board of Directors** 

Date: December 3, 2021

FROM:

Joe Mueller, General Manager

SUBJECT:

**General Manager and Office Activities for the Month of November 2021** 

# **Projects**

# 1) <u>District Master Plan</u>

Reviewed three proposals for the Master Plan, recommending the District execute a contract with Carollo Engineers for the Water and Wastewater Master Plans.

# Upcoming project activity

Execute the Contract and begin the work effort of data collection for use by the consulting engineers.

# 2) Annual Fiscal Audit

Prepared the Management's Discussion and Analysis for fiscal year ending Jun 30, 2021. Continued to work with the auditor's team to finalize the 2020/2021 Audit.

# Upcoming project activity

The District's team will continue to work with Damore Harmric Schneider, Inc allowing them to complete their work effort.

# 3) Alpenglow (Previously Alpine Sierra) Subdivision

No activity in the month of November

## 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.

# 4) White Wolf Subdivision

No activity in the month of November

# Upcoming project activity

The District's team anticipates the need to continue to research and provide documents and studies to Sauers Engineering to allow them to complete their work effort.

# 5) B2B Gondola Project

Progress on construction slowed and stopped at times due to weather, review weekly emailed schedule and updates for any impacts to the district.

# Upcoming project activity

A line dedication agreement detailing District line ownership and Private line ownership needs to be drafted for execution. Construction coordination will take place throughout the project as it pertains to district utilities.

# 6) Snow Crest Tributary Restoration

Reviewed project drawings and the Truckee River Watershed Councils presentation for the December 10<sup>th</sup> Board meeting.

# Upcoming project activity

Continued project participation as needed.

# 7) Tank 4 and 4A Replacement

FARR Construction (RDC) submitted a revised finial invoice after their previously submitted invoice dated 11/30/2020 was rejected last December. Invoice dated 11/19/2021 for \$64.800 is under review

# Upcoming project activity

Review of invoice for accuracy, completeness, and possible approval.

# **General Business**

- District Offices open to the public, abiding by current COVID-19 Policies.
- Continue to monitor COVID-19 recommendations and mandates.
- Participated in monthly area General Managers meeting.
- Worked on options to present to the Board for future retiree health benefits.
- Developed for Board consideration an employee Health Savings Reimbursement Account.
- Preliminary discussions with operations staff on current and future field staffing needs and steps the district needs to begin taking to insure adequate staffing for the future.
- Working with BBK on finalizing district staff health benefits and setting up a health reimbursement account to go into effect in January 2022.
- Discussed options with BBK on how to deal with customers that went outside of the district to obtain trash service on their own.
- Continued to work with a property owner on the relocation of a common sewer line that serves two customers that runs through the property owners desired construction area.

# Office Activities Performed by Office Manager

- Worked with our outside webmaster making minor updates to make the site more functional and made other changes to the regarding navigation.
- Processed four change of account ownerships, updated two addresses for existing customers and responded to two inquiries from title companies.
- Processed no new construction permit and no remodels.
- Performed back up of office computers.
- Sent bills to CPA for mid-month and month end processing.
- Sent CORE data to the Cloud for monthly water meter reads.
- 25 payments on annual invoices from customers are past due totaling \$43,266; final collection notices and penalties went out 11/14/21.
- Bill payment plans all payment plan accounts are paid in full.
- Responded to customer billing questions regarding collections and billing methodology on invoices.
- Signed new employee up for benefits starting 11/1/2021; removed all benefits 11/5/21.
- Setup an online account with Placer County Building Department, to allow conditions to be placed on building permits.
- Finished working with the District's auditors updating customer files that were missing pipe sizes.
- Responded to a few calls about the park and if the tennis courts were still open.
- Emailed the fall newsletter to all homeowners on the district's distribution list. The fall postcard was mailed out to all homeowners.
- Scheduled staff Holiday Dinner.
- Worked with AT&T to finalize the upgrade of phone lines that were scheduled to no longer be supported by AT&T (with exception for SCADA line and 800#). This no cost upgrade should have a positive effect on our internet speeds.

# **EXHIBIT D4**

# WATER/WASTE WATER REPORT FOR 11-1-21 THRU 11-30-21

TO:

**Board of Directors** 

DATE

December 10th, 2021

FROM:

Miguel Ramirez, Operations & Maintenance

# **Operations November 2021**

II. Waste Water SYSTEM: Normal

Waste Water Flows for: 30 Day Report November 2021

Minimum Flow

Maximum Flow

Average Flow

.029 MGD

.208 MGD

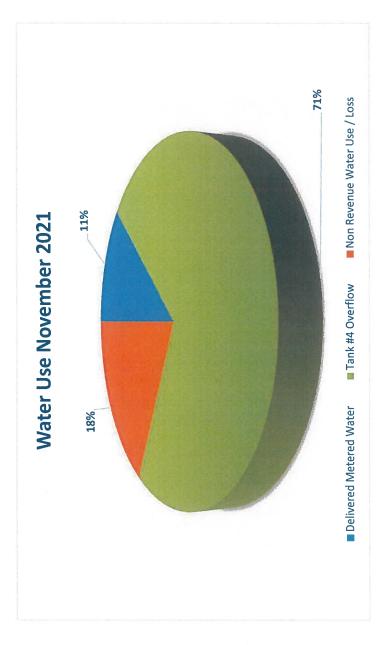
.82 MGD

# Maintenance performed:

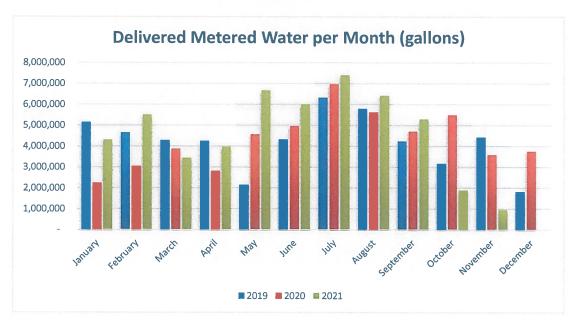
- All routine zone samples came back absent from Coliform and E-coli.
- Completed our third and final stage of the Alpine Meadows Condos rehab project. (This was a project that consisted of replacing outdated infrastructure cost split 50/50 with The AM Condos).
- Tanks 1 and 5 had the top coating of their tanks repaired. (The top of these two Tanks were completely in need of new coatings due to the harsh environment that they reside in).
- We completed our annual cleaning and video inspection on our Collection System. (This happens yearly with about 1/3 of the system being cleaned and inspected).
- Took advantage of the dry weather at the end of the month to attack the substantial damage in the ASCWD community park. (We had broken Aspen trees due the October wet snow and we had major damage to the path from the runoff).
- The Alpine Meadows Ski Area started snowmaking for the 2021/2022 ski season.
- 33 homeowner leaks in the Valley.

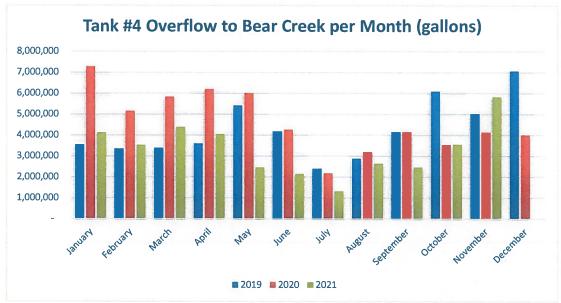
ALPINE SPRINGS COUNTY WATER DISTRICT
November 2021 WATER REPORT

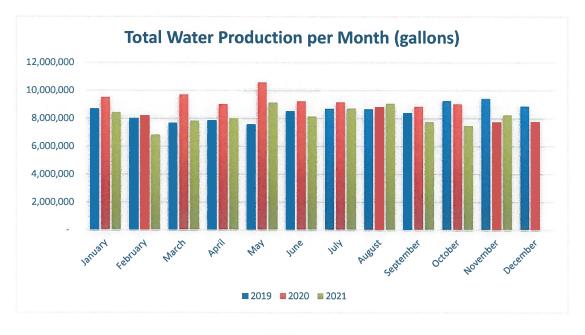
Total Potable Water Production	8,252,156 Gallons	Gallons	
Delivered Metered Water	953,191 Gallons	Gallons	
Tank #4 Overflow	5,832,000 Gallons	Gallons	
Non Revenue Water Use / Loss	1,466,965 Gallons	Gallons	

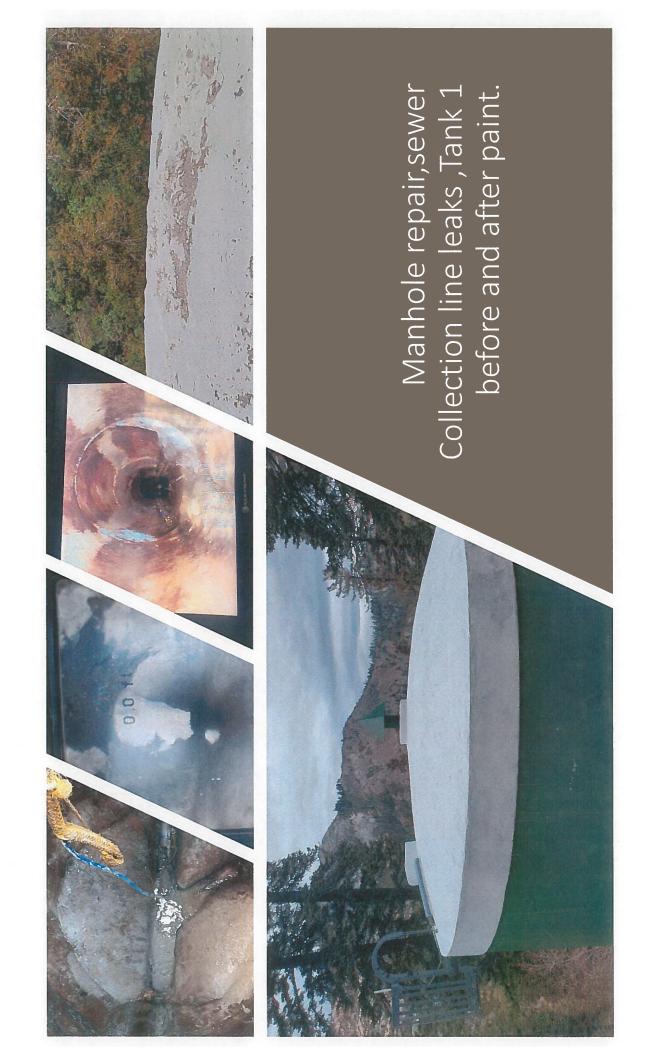


# DRAFT









# **EXHIBIT D5**

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

# T-TSA BOARD MEETING REPORT November 17, 2021

TIME: 9:00 A.M.

Meeting via teleconference.

Members: Blake Tresan, Truckee Sanitary District Dale Cox, SVPUD, President Lane Lewis, NTPUD Dave Smelser, ASCWD Dan Wilkins, TCPUD LaRue Griffin, T-TSA, General Manager T-TSA Staff, (4) guests

- 1. The flow from Alpine Meadows is unrestricted and in compliance.
- 2. All wastewater discharge requirements are being met.
- 3. The Headworks Improvement project is in operation with some construction to be completed.
- 4. Approved new hiring job descriptions due to new CWEA classifications and difficulty finding qualified candidates.
- 5. During last month's heavy rain storm, 6.4 inches, the plant and staff operated quite well. No runoff or spills at T-TSA while the rest of California expierenced 40 sewage spills totaling millions of gallons.
- 6. The Lab ELAP assessment report is back and looks good.

Respectfully Submitted,

Dave Smelser



AGENDA NO: E1

MEETING DATE: 12/10/2021

# **Staff Report**

TO: ASCWD Board of Directors

Date: December 3, 2021

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
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

# **DISCUSSION:**

Michele Prestowitz with the Truckee River Watershed Council will provide an overview and update to the Snow Crest Tributary Restoration Project.

The discussion will include:

- Project Background
- Location and Current Site Conditions
- Project Goals
- Design

- Schedule
- Outreach

# **FISCAL IMPACT:**

There is no fiscal impact to this action.

# **RECOMMENDATION:**

Discuss and give direction to the General Manager on board support going forward with the project.

# **ATTACHMENTS:**

- 1. Printed slide presentation of the project update.
- 2. Snow Crest Tributary Restoration Designs



# Snow Crest Tributaries Restoration

Alpine Springs County Water District

December 10, 2021 Board Meeting Michele Prestowitz, TRWC Program Manager





# Snow Crest Tributaries Restoration Project







# Goals

- Restore 2 acres of meadow
- Stop erosion of Lower Meadow Restoration due to Tributary
- Improve water quality
- Improve aquatic and terrestrial habitat
- Improve stormwater management

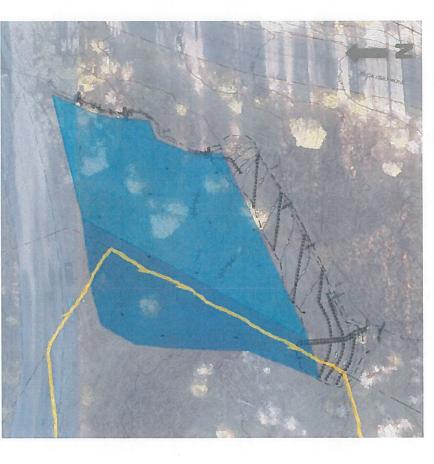




# Restoration Actions

Blue = Meadow gained from project

- Remove abandoned road
- Flatten hump over sewer/water main
- Disperse flows
- Plug incised channels







FIVE COUNCIL



# Previous Comments

- Visual impact
- Minimized with the small construction footprint
- Mosquito population
- Has not been a problem on restored sites
- Flows will increase, channels will be smaller
- Tree removal
- Limited to 4 pines on old road grade, reuse onsite
- Neighborhood outreach
- Before construction, in coordinating w/ASCWD





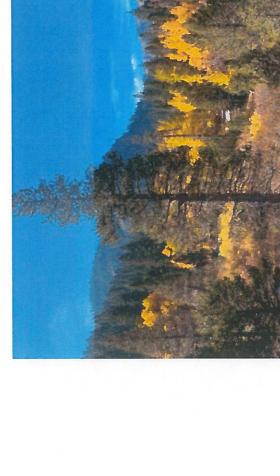
# Construction

- Proposed Fall 2023
  - 3-4 weeks
- TRWC applying for grant funding now









# What is Needed



Landowner agreement



# Thank You to our Partners and Funders!

Partners:







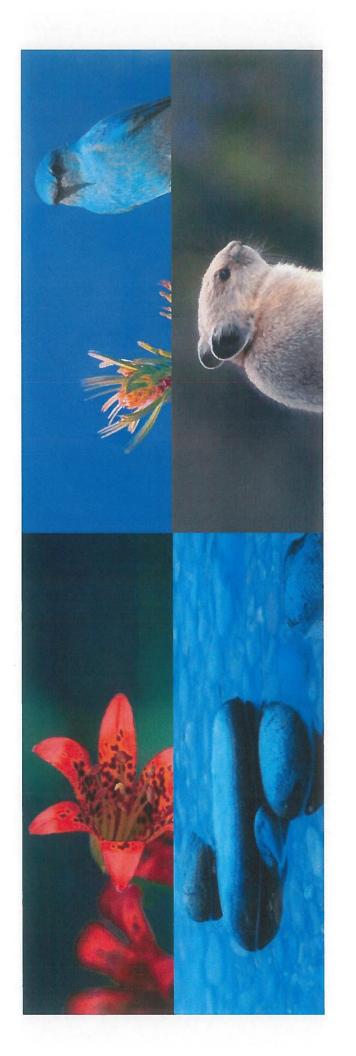
Northrup Family

foriver

Donors to Truckee River Watershed Council

MARTIS FUND





# **Questions?**

Michele Prestowitz, TRWC Program Manager

(530) 550-8760 x 4

mprestowitz@truckeeriverwc.org



COVER SHEET

0.

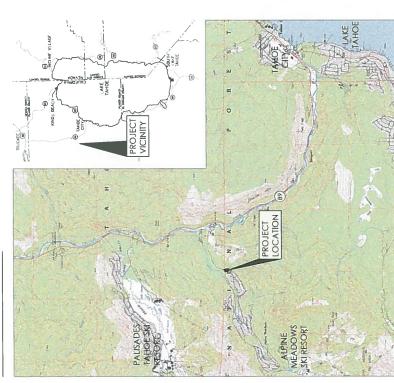
Balance Hydrologics, Inc.

# SUBMITTALS / REVISIONS

# PLACER COUNTY, CALIFORNIA RESTORATION

SNOW CREST TRIBUTARY

# **LOCATION MAP**



# SHEET INDEX

SHEET 1.0: COVER SHEET
SHEET 1.1: SYMBOLS AND GENERAL NOTES
SHEET 2.0: SITE PREPARATION AND EROSION CONTROL PLAN
SHEET 2.1: SITE PREPARATION NOTES
SHEET 3.0: RESTORATION PLAN - SOUTH
SHEET 3.1: RESTORATION PLAN - NORTH

SHEET 4.0: PROFILE VIEW AND ABANDONED ROAD GRADE NOTES SHEET 5.0: LOG STRUCTURE TYPICAL DETAILS SHEET 5.1: DEBRIS AND WILLOW STRUCTURE TYPICAL DETAILS

SHEET 6.0: REVEGETATION DETAILS AND NOTES

JULIE ETRA, CPESC 5859 MT ROSE HIGHWAY

REVEGETATION SPECIALIST WESTERN BOTANICAL SERVICES RENO, NEVADA 89511 TEL. (775) 849-3223

# PROJECT TEAM

CLIENT
TRUCKEE RIVER WATERSHED COUNCIL MICHELE PRESTOWITZ

SITE CIVIL ENGINEER / GEOMORPHOLOGIST BALANCE HYDROLOGICS

TRUCKEE, CALIFORNIA 96162 TEL. (530) 550-8760 x4 PO BOX 8568

12020 DONNER PASS ROAD, SUITE B1 TRUCKEE, CALIFORNIA 96161 TEL. (530) 550-9776 x218 PETER KULCHAWIK, PE DAVID SHAW, PG

4332	†	-88	SWR	0	3/40 mmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmmm	WTR		VICE AND ADDRESS OF THE PARTY O	6330						DIV	FRFR		\$	×			INV PACKI		MAX MAXIMUM MIN MINIMUM		NIC NOT IN CONTRACT NTS NOT TO SCALE		_	STR STRUCTURE	TRWC TRUCKEE RIVER WATERSHED		USFS U.S., FOREST SERVICE V V VERTICAL	WSE WATER SURFACE ELEVATION
EXISTING MAJOR CONTOUR: 5 FINITERVAL EXISTING MINOR CONTOUR: 1 FI INTERVAL	EXISTING FLOWLINE	EXISTING CULVERT	EXISTING SANITARY SEWER	EXISTING SANITARY SEWER MANHOLE	EXISTING OVERHEAD ELECTRIC	EXISTING WATER LINE	EXISTING EDGE OF PAVEMENT	EXISTING PROPERTY LINE (APPROX)	FINISH MAJOR CONTOUR	FINISH MINOR CONTOUR	GRADING LIMIT	LIMIT OF WORK	GRADE BREAK — — — — —	CONSTRUCTION ACCESS ROUTE	DIVERSION PIPE	TEMPORARY FIBER ROLL	SOD STRIP	DESIGN SURFACE FLOW DIRECTION	REMOVE TREE	ABBREVIATIONS:	FEET	NOMBER A NORESTOS DEMENT	ROX	ASCWD ALPINE SPRINGS COUNTY WATER DISTRICT	BGS BELOW GROUND SURFACE	CCR CALIFORNIA CODE OF	DBH DIAMETER AT BREAST HEIGHT (4" FROM GROUND)	N.O	E EASTING FON FROSION CONTROL NETTING		ELEV ELEVATION  EX EXISTING		



BAGINEENS REPRESAUATIVE, WHEN REQUESTING THE PRESENCE OF THE ENGINEERS.

CHERESTAINIVE AT HE ROLDECT SITE FOR DESIGNACLABRICATION, STAGE ACCEPTANCE, OR CHIEF APPROVIALS THE CORDINACE, OR MAIL PROVIDE 48 HOURS ADVANCE NOTICE DIRECTIVE TO THE ENGINEERS REPRESENTATIVE. THE CONTRACTOR IS RESPONSBLE FOR FURNISHING ALL LABOR AND MATERALS TO COMPLETE. THE WORK DEPICTED HEREIN.

e,

THE CONTRACTOR SHALL CONFIRM THE LOCATIONS OF UNDERGODOUR UTILIES SEPORE THE REPORT OF ANY CONSTRUCTION OPERANDOS. INCLUDING AND OVEL LIMITED TO BECAVATION OR REPORTANCE. THE CONTRACTOR SHALL CALL INDERGRACONIO SERVICE ALER! (USA) AT INTERCENTED. THE CONTRACTOR SHALL CALL INDERGRACONIO SERVICE ALER! (USA) AT INTERCENTED. THE CONTRACTOR SHALL PROVIDE THE MINISHUM REQUIRED ADVANCE HONDITE FOR LOCATIVE UNITED.

ALE PARTS OF THIS PROJECT - INCLUDING SOIL PREPARATION, EARTHWORK, AND PLANTING -ARE SUBJECT TO RELD DESCAR 3" THE MONIFACES REPRESARIATIVE. AT ANY INIE, THE CONTRACTORS OPERATIONS AND CONSTRUCTION MAY BE SUBJECT TO OBSERVATION BY THE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE PROJECT SIFT OVERFY XITE CONDITIONS AND THE COMPETELY UNDESTANDING THE REQUIRES COPE OF WORK SHOWN ON THEED DRAWINGS AND CONTAINED IN THE PROJECT SPECIFICATIONS HERBU

GENERAL NOTES:

LEGEND:

ENGINEER'S REPRESENTATIVE APPROVES THE DRIED MATERIAL.

100% DESIGN

90% DESIGN

92% DE2KON

SUBMITTALS / REVISIONS

FIL SHALL BE UNIFORMLY MOSTURE CONDITIONED TO WITHIN 2 PERCENT OF THE OPTHAUM MOSTURES CONFIGH AND DACKED IN MAXIMUM SHOCK HITH, CLOOSE THEY LIVERS) PROR TO COMPACTING STRUCTURA, FILL SECOMACTIED TO AIL LAST BE PERCENT OF THE MAXIMUM OR PURSHIFT FOR SAMAD 1923., MOSTURES CONFIGHT, DAY DE PRISTY AND RELATIVE COMPACTION OF RELEASON AND FEATURE COMPACTION OF RELEASON SHORE AT SECRETAIN AND STRUCTURED BY THE ENGINEER'S PERFERSINATIVE ACCURACION OF RESPONSIBLE FOR RECORDING TO PROPER OWN FOR PROPER OWN FILL ON DIRING FILL AND SACKET PACEMENT, INCLUDING PREVIOUS OF MEST OWN ACCURATE PACEMENT, INCLUDING PREVIOUS OF MEST OWN ACCURATED FOR ACCURATE PACEMENT, INCLUDING PREVIOUS OF MEST OWN ACCURATED FOR ACCURATE PACEMENT, INCLUDING PACEMENT OF MEST OWN ACCURATED FOR ACCURATED PACEMENT. UPPER 4 TO 8 INCHES OF STRUCTURAL FILL SLOPES MAY BE SCARIFIED TO PROMOTE REGEVETATION.

CONFORM TO EXISTING GRADES AND CONDITIONS WHENRYER POSSIBLE. ANY ADJACENT OR OFFST AREAS STRURBED BY THE CONFINCTIONS OFFSTAND WATS BEFRESORED BY THE CONFINCTIONS TO THE SAFFACTION OF THE CONFINCTION OF THE ADDRESS OFFSTAND OF THE CONFINCTION OF THE CANDITION OF THE CONFINCTION OF THE CANDITION OF THE CANDITION

ALL LUBRICATION, REPUELING, OR MAINTENANCE OF CONSTRUCTION VEHICLES SHALL BE CONDUCTED WITHIN APPROVED CONSTRUCTION STAGING AREAS. PROPERTY LINES SHOWN HEREIN ARE APPROXIMATE, WITH THE EXCEPTION OF THE ASCWD PARCEL WHICH WAS SURVEYED BY EPOCH GEOSPATAL IN NOVEMBER 2020.

ENGINEER'S REPRESENTATIVE

ADJUSTMEHTS, FALURET OD DS OS SHALL RESULT IN THE CONTRACTOR ASSUMING PLUL RESPONSIBILITY FOR ANY REQUIRED REVISIONS OR FIELD MODIFICATIONS, AS DIRECTED 81 THE RIGHERES REPRESIVATIVE. AT THE DEVENSE OF THE CONTRACTOR.

THE CONTRACTOR SHALL CONTACT THE ENGINEER'S REPRESENTATIVE IMMEDIATELY UPON INDICATED ON WITHOUT ANY TELE DE CONDITIONS THAT WOULD CONFICKT WITH THE WITHOUT MINDICATED ON THESE DRAWNINGS OF THE PROJECT SECHIFCATIONS. ALL FELD ADJUSTMENTS MUST BE APPROVED BY THE BUGHER'S REPRESENTATIVE BEFORE CONSTRUCTION OF SLAD.

THE GRADING LIMITS SHALL BE APPROVED BY THE ENGINEER'S REPRESENTATIVE PRIOR TO ANY GROUND DISTURBANCE

s, 9 bK EZIGNED B.

09-28-21 PK

99-10-51 bk

05-01-51 bk

3TAG

84

FILL SHALL BE PLACED IN HORIZONTAL LIFTS TO THE LINES AND GRADES SHOWN ON THE PROJECT PLANS, SLOPES SHALL BE CONSTRUCTED BY OVERBUILDING THE SLOPE FACE AND

MANTAN SLOPES AND EMBANKMENTS UNIT, SUBSTANTIAL COMPLETION AND ACCEPTANCE OF THE WORK. PROMPLY REPAR SLIDES, SLIPOUTS, WASHOUTS, STITLEAGHENTS AND SUBSDEACES HAT OCCUP FOR ANY REACON, AND RETWENTHES LOPE OF BANAXMENT OF THE MODICATIO LINES AND GRANGES, COMPLY WITH APPLICABLE REQUIREMENTS OF COR, TITLE B, TRENCH CONSTRUCTION SAFETY ORDERS. 12.

I HE CONTRACTOR SHALL TARE ALL MEANS NECESSARY TO PREVENT THE INTRODUCTION AND SEASO OF HOWNING PLANTS ACCORDINGT TO PREVENTING THE SPREAD OF HAVASOVE PLANT SETS MANAGEMENT PRACTICES FOR LAND MANAGERS (SIRD EDITION) BY THE CALLFORMAN INVASIVE PLANT COUNCIL. 5

THE ENGINEER'S REPRESENTATIVE SHALL APPROVE FINISH GRADE ELEVATIONS. .91

PLACER COUNTY, CALIFORNIA

NOITAROTZER SNOW CREST TRIBUTARY

**GENERAL NOTES** 

SAMBOLS AND

HARVEST EFFORTS SO AS TO NOT TO MPINGE ON SOD QUANTILIES WHICH ARE ESSENTIAL TO SUCCESSFUL COMPLETION OF THE PROJECT. INCHES OF SOIL. CLEARING AND GRUBBING SHALL BE CLOSELY COORDINATED WITH SOD

PRIOR TO PLACEMENT OF FILL, THE NEAR-SURFACE SOIL SHALL BE SCARIFIED TO A DEPTH OF ROUGHLY 6 INCHES AND THEN UNIFORMLY MOISTURE CONDITIONED TO WITHIN 2 PERCENT OF

Donnet Pass Road, Suit Truckee, CA 96161 fel (530) 550-9776 ww.balancehydro.com

Balance Hydrologics, Inc.

PECCHI PASSACI PIE NO 2001PE IN GERBAL, OUNTER DOLI NEI DOP PIET GERBALLI STELE NE ADOVE ECCOMARIDATION AND AND WE BEDE POR STRUCTURAL THE COLOR STELE ADOVE THE GEOMETRIAND SANDAM PEUED FOR STRUCTURAL THE FEO SANDAM PEUED FOR STRUCTURAL THE PROCESS OF STRUCTURAL THE PROCESS OF STRUCTURAL THE PROCESS OF STRUCTURAL THE SANDAM PEUED PEUE FILL SHALL CONSIST OF UNCONTAMINATED. PREDOMINANTIY GRANULAR, NON-EPPANSIVE MANTNESCOL, OR APPROVED MAPOR IS, STRUCTURAL, FLEL, SHOULD CONSIST OF GRANULAR MATERIAL NEARLY REEG OF ORGANIC DEBRS, WITH A LOUID LUMI OF LESS THAN 93. A PASSIOCITY RASSINGT NEORGY SIEVE, AND LESS THAN 93.

SOIL MATERIAL THAT IS TOO WET FOR COMPACTION SHALL BE LEFT TO DRAIN, THEN TO BE AERATED AND DRIED BY DISKING AND HARROWING OR OTHER APPROVED METHODS UNTIL THE

MATERIAL EXCAVATED FROM THE PROJECT STE SHALL BE DEEMED UNSUITABLE FOR REUSE IF IT. IS: OF SUCH NATURE AS TO BE INCAPABLE OF BEING COMPACTED TO SPECIFIED DENSITY USING ORDINARY MEHODS, TOO WET 10 BE PROPERLY COMPACIED AND CIRCUMSTANCES PREVENT SUTABLE DEPROPER PROPERTY COORDINATION THE WORK, FOUND TO CONTAIN DEBRE WASTE, VEGERATION OF OTHER DELETENOUS MATTER, OR OTHERWISE DEEMED UNSURFALE BY THE DELETENOUS SEPRESENTAINCE.

THEN CUTTING IT BACK TO DESIGN SLOPE GRADES. FILL SLOPES SHALL NOT BE CONSTRUCTED OR REFERENCE HORDOWNLINE BY TRACING SOIL ON AN EXISTING SLOPE FACE AND/OR COMPACTED BY IT BACK WALKING.

10. ELEVATIONS ARE RELATIVE TO THE NAVD 88 DATUM, AND ARE BASED ON USFS 2013 LIDAR DATA AND GROUND-BASED SURVEY DATA COLLECTED BY EPOCH GEOSPATIAL IN NOVEMBER

AND DECEMBER 2020 UNLESS NOTED OTHERWISE.

PRESENCE TREES AND VEGETATION OUTSDE OF THE LUMIS OF WORK. ANY TREES OR VEGETATION DISTURBED OUTSDE OF THE LUMIS OF WORK SHALLE REFELACED AT THE COUNTRACTORS SUPPLIES. ANY TREES GREATER THAN C. DIN HALA ARE OUTSDE OF THE GRADING DAMIN AND INTERFERE WITH THE WORK MAY ONLY BE REMOVED WITH APPROVAL

SCALE SIZES INDICATED HEREIN ARE INTENDED FOR PLOTTING ON ANSI SIZE D SHEETS (22" BY

FROM THE ENGINEER'S REPRESENTATIVE.

Est 05-30-23

14. ENSURE THAT THE TOP Z OF SOLL IN PLACED FILL IS FREE OF CONCRETE, RUBBLE, DEBRS, BRANCHES, ROOTS, SUMME, WIRE, OR OHER DELETERIOUS MATTER I'N DIAMETER AND LARGES, DISPOSE OF DEBRS OFFSITE ACCORDING TO STATE AND LOCAL REGULATIONS AT NO ADDITIONAL, COST TO THE CIBENT.

THE CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL MEASURES DURING EARTHWORK OPERATIONS THAT ARE IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS, ALONG WITH PERMIT CONDITIONS. 15

PROJECT NUMBER 220203 SCALE (AT 2Z X 34") [ : SHEET

GRUBBING SALLI INCLUDE THE REMOVAL AND DEPOSAL OF ALL UNSUITABLE MATERIAL ESPECIFICD IN THE EASTINNOR KNOTES, INCLUDING TREES (IESS THAN & IN-CHES N DIAMETER MEASURED A THEE THAN THE COUNDIS, SAUDIS, OTHER VEGENATOR, DEBIS, AND RUBBING AND ANY MALULE, PRESENCE VEGENATION FROM CLEARING AND GRUBBING FOR PEDES AS SLICK.

EXCAVATING, FILITIG, AND GRADNIG WORK SHALL NOTI BE PERFORMED DURING WEATHER COMPITION WHICH MIGHED TO EXISTING GROUND, IN-PROMETES WORK, OR COMPILED WORK, WHEN HIGH WORK IS INTERBUTED BY

THE CONTRACTOR SHALL CONSTRUCT PRUSHED SURFACES TO 40.1" OF THE ELEVATIONS MODICATED ON THE PLANS. THE ENGINERS REPRESENTATIVE SHALL APPROVE ALL FINISHED GRADES.

ď

IHE CONTRACTOR SHALL RENISH ALL LABOR AND MATERIALS TO MAPORT MATERIAL AS MEETED, SHOOLD THERE VOIR SET SHATE MATERIALS TO SHALL SHADE MATERIALS TO OFF HALL NOD RAD MATERIALS TO OFF HALL NOD SHAD MATERIALS TO OFF HALL NOD SHADOR OF ALL MEDIAL SHADE MATERIALS TO OFF HALL NOD SHADOR OF ALL BICKES AND UNSUITABLE MATERIAL BY LEGAL MEANS.

ć

EARTHWORK OPERATIONS SHALL BE EXECUTED ACCORDING TO THESE PLANS AND THE RELEVANT PROJECT PERMITS.

EARTHWORK NOTES:

RAM; EXCAVATING, FILING, AND GRADING WORK SHALL NOT RESUME UNTIL THE STIE AND SOIL CONDITION (MOISTURE CONTENT) ARE SUITABLE FOR COMPACTION.

AREAS PROPOSED FOR GRADING SHALL BE CLEARED AND GRUBBED. CLEARING AND

MATERIAL GENERATED FROM CLEARING AND GRUBBING MAY NOT BE REUSED AS STRUCTURA! FILL, ALL ROCKS GREATER THAN 8 INCHES DIAMETER SHALL BE REMOVED FROM THE TOP 12

SITE PREPARATION AND

# EROSION CONTROL PLAN



			09-28-21 DATE	Г
_	Н		ЬK	
	Яd	12-92-60	IN CHARGE	
	ЬК	12-01-90	CHECKED BX	l
	ЬК	12-10-20	DRAWN BY	
wane	10	aiva	ЬK	

			DATE 09-28-21
			IN CHARGE
100% DE2IGN	ьк	12-82-60	1A/DS CHECKED BY
90% DESIGN	ЬK	12-01-90	CHECKED BX
92% DESIGN	ЬК	12-10-20	DRAWN BY
SUBMITALS / REVISIONS	78	3TAG	PESIGNED BY

			DATE DATE	
	H		PK N CHARGE	
100% DE2K	ЯВ	12-82-60	1V\D2 CHECKED BA	
90% DESIG	ЬK	12-01-90	CHECKED BY	
92% DE2IC	ьк	12-10-20	DRAWN BY	
20BWH1972 \ KE	14	SIVO	ЬK	

SAWDUST, ASPHALT, RUBBISH, PAINT, OIL, CEMENT OR
IR PETROLEUM PRODUCTS, OR OTHER ORGANIC OR EARTHEN
ES SHALL BE ALLOWED TO ENTER INTO OR BE PLACED WHERE IT
OUTSIDE THE STAGING AREA OR GRADING LIMITS, WHEN
TERIALS OR DEBRIS SHALL BE REMOVED FROM THE WORK AREA
E CONTRACTOR,
UISANCE OR POLIUTION AS DEFINED IN THE CALIFORNIA WATER

_	⋖		3		Ö
AY BE WASHED BY RAINFALL OR RUNOFF OUTSIDE THE STAGING AREA OR GRADING LIMITS, WHEN	PERATIONS ARE COMPLETED, EXCESS MATERIALS OR DEBRIS SHALL BE REMOVED FROM THE WORK A		IE CONTRACTOR SHALL NOT CREATE A NUISANCE OR POLLUTION AS DEFINED IN THE CALIFORNIA W	_	ANDARDS FOR RECEIVING WATERS ADOPTED BY THE REGIONAL BOARD OR THE STATE WATER RESO
S	ĒΨ		FOR	JALII	A.TER
IMI	¥		CAL	Z O	E W
9	5		꿒	ATE	STAI
ADI	Œ		$\frac{\mathbb{Z}}{0}$	LE V	뿔
S GF	ð		ENE	CAB	ö
O A	E RE		DE	PPU	ARD
ARE	11.8		NAS	Y.A	80
ING.	SHA		5	FAF	NAL
TAG	BRIS	2	OLL	N N	95
HES	R DE	CTO	OR P	ATK	岩配
DET	150	ITRA	CE	Ν	37.78
2170	ERIA	ő	ISAN	EA	EB
FF C	MAT	THE	N	SAUS	90
ž	ESS	9	Æ	F	SA
OR R	X	SOST	CRE	N I	ATER
ALL O	8	표	Ö	SHA	S
F		AI	Ę	TOR	$\frac{\mathbb{Z}}{\mathbb{Z}}$
N K	COA	AND	SHA	RAC	FCE
ED	ARE	NS	101	170	ORF
/ASH	SNS	LEGAL MEANS AND AT THE COST OF THE CONTRACTOR	IRAC	ODE. THE CONTRACTOR SHALL NOT CAUSE A VIOLATION OF ANY APPLICABLE WATER QUALITY	DS F
BEW	ATIC	GAL	S.	E 4	DAR
AX	P.ER	4	EC	ã	Z

THE CONTRACTOR SHALL BOT CREATE A BUILDINGE ON POLICIES AS DELINED IN THE CALL OF
CODE. THE CONTRACTOR SHALL NOT CAUSE A VIOLATION OF ANY APPLICABLE WATER QUAL!
STANDARDS FOR RECEIVING WATERS ADOPTED BY THE REGIONAL BOARD OR THE STATE WATER
CONTROL BOARD, AS REQUIRED BY THE CLEAN WATER ACT.
PROVIDE ADEQUATE CONTROLS FOR DUST, WATER POLLUTION, AIR POLLUTION, AND NOISE PO
THE CONTRACT PROVISIONS,
PROPERTY OF THE POLICE AND INCREMENTAL AND INCREMENTAL AND INCREMENTAL PROPERTY OF THE FIGURE PROPERTY OF THE

CODE, THE CONTRACTOR SHALL NOT CAUSE A VIOLATION OF ANY APPLICABLE WATER QUALITY
STANDARDS FOR RECEIVING WATERS ADOPTED BY THE REGIONAL BOARD OR THE STATE WATER RESOURCES
CONTROL BOARD, AS REQUIRED BY THE CLEAN WATER ACT.
PROVIDE ADEQUATE CONTROLS FOR DUST, WATER POLLUTION, AIR POLLUTION. AND NOISE POLLUTION PER
THE CONTRACT PROVISIONS.
THE CONTRACTOR SHALL CLEAN UP ALL SPILLS AND IMMEDIATELY NOTIFY THE ENGINEER'S REPRESENTATIVE
IN THE EVENT OF A SPILL.
STATIONARY EQUIPMENT SUCH AS MOTORS, PUMPS, AND GENERATORS, SHALL BE EQUIPPED WITH DRIP
PANS
THE CONSTRUCTION SITE SHALL BE MAINTAINED TO ENSURE THAT DRAIMAGE FROM THE SITE WILL MINIMIZE
EROSION OF STOCKPILED OR STORED MATERIALS AND THE ADJACENT NATIVE SOIL MATERIAL, THE
CONTRACTOR SHALL REPLACE MATERIALS LOST DUE TO EROSION AT NO ADDITIONAL COST AND BE
RESPONSIBLE FOR REMEDIATING ANY IMPACTS AT OR OUTSIDE THE PROJECT SITE FROM ERODED
MANTEDIALS

	MATERIALS.
æ,	ALL CONSTRUCTION EQUIPMENT SHALL BE PROPERLY SERVICED AND MAINTAINED IN EXCELLENT
	OPERATING CONDITION TO REDUCE EMISSIONS, NO LEAKS OF ANY SIZE ARE PERMITTED AT ANY TIL
	CONTRACTOR SHALL SECURE REPLACEMENTS FOR ANY EQUIPMENT THAT IS INOPERABLE FOR MOR
	TWO [2] DAYS, CONTRACTOR SHALL MAKE COPIES OF EQUIPMENT SERVICE LOGS AVAILABLE UPG
	REQUEST.

	ALL LUBRICATION, REFUELING, OR MAINTENANCE OF CONSTRUCTION VEHICLES SHALL BE CONDUCT
	WITHIN APPROVED CONSTRUCTION STAGING AREAS AND BE A MINIMUM OF 50 FEET AWAY FROM E.
	CHANNELS OR WEILANDS.
o	EXCESS MATERIAL SHALL BE DISPOSED OF CONSISTENT WITH ALL APPLICABLE LEGAL REQUIREMENTS.
	MATERIALS DISPOSED OFFSITE, THE CONTRACTOR SHALL OBTAIN DISPOSAL FACILITY PERMITS. RECYC
	MATERIALS SHALL BE RECYCLED OFFSITE AS PER STATE AND LOCAL REGULATIONS. ANY CHEMICAL C
	HAZARDOUS MATERIAL USED IN THE PERFORMANCE OF THE WORK SHALL BE HANDLED, STORED, APP

LEAD STATEMENT STATEMENT OF THE LEAD STATEMENT OF THE LEAD STATEMENT STATEMENT OF THE LEAD STATEMENT STATEMENT OF THE LEAD STATEMENT	-
--	---

OR INEFFECTIVE FIBER ROLLS.	ER ROLLS UPON DEMOBILIZATION, RESTORE THE GROUND TO PRE-PROJECT COP	AND SEED AND MULCH PER THE REVEGETATION NOTES (SHEET 6.0).	
DAMAGED OR INEFFE	REMOVE FIBER ROLLS I	AND SEED AND MULC	

# SITE PREPARATION GENERAL NOTES: 1. ACCESS TO THE SITE SHALL BE THROUGH THE STAG

	ACCESS TO THE SITE SHALL BE THROUGH THE STAGING AREA AND CONSTRUCTION ACCESS ENTRANCES	SHOWN HEREIN ONLY, THE CONTRACTOR SHALL COORDINATE WITH TRWC PRIOR TO MOBILIZATION TO	ESTABLISH WORK HOURS, PROTOCOLS FOR COMMUNICATING WITH PRIVATE PROPERTY OWNERS AND TH	HER OPERATIONAL PROVISIONS,
IE I NEI / IIV III O II IE I I I I I I	ACCESS TO THE SITE SHALL BE TH	SHOWN HEREIN ONLY, THE CON	ESTABLISH WORK HOURS, PROTO	PUBLIC, AND OTHER OPERATIONAL PROVISIONS.

Balance
Hydrologics, Inc.
12020 conner bea Road, suse 81
17 tructo Co Sester
icu (520) 520-8736
www.balancehydro.com

I THE PROJECT SITE AND	IZATION. ARTHWORK OPERATIONS 1 THE PROJECT SITE AND	AN 48 HOURS PRIOR TO 4E TRAFFIC CONTROL PLAN, IZATION. ARTHWORK OPERATIONS 1 THE PROJECT SITE AND	DNTRACTOR SHALL SUBMIT NA 48 HOURS PRIOR TO HE TRAFFIC CONTROL PLAN, IZATION, ARTHWORK, OPERATIONS ARTHWORK OF AND	A ANY ANICIPATED  1. SIGNAGE AND FAGGING  NINTACIOR SHALL SUBMIT  NIN 48 HOURS PRIOR TO  TETRAFFIC CONTROL PLAN,  TETRAFFIC ANIONS  RRHWORK OFERATIONS  I HE PROJECT SITE ANIO	A ANY ANTICIPATED  1. SIGNACE AND FLAGGING DATEACLOR SHALL SUBMIT AN 48 HOURS PRIOR TO RETRACTOR PRIOR TO RETRACTOR PROPER DEAN, RATHWORK OPERATIONS THE PROJECT SITE AND	SE TO MODIFICATION TO OPERTY OWNERS AND THE ANY ANTICIPATED STAGENING THE STAGENING THE TRAFFIC CONTROL PLAN. BANK THOUSE VERD TO STAGENING THE TRAFFIC CONTROL PLAN. BANK THOUSE VERAINGOUS OPERATIONS THE REPORT OF THE TRAFFIC CONTROL PLAN. BANK THY ORD VERAINGOUS VERAINGOUS THE REPORT OF THE PROJECT STIFF AND THE PROJECT STIFF A	
EXCEPT THOSE MATERIALS APPROVED FOR REUSE) SHALL BE OFF-HAULED FROM THE PROJECT SITE AND	HE COTRACTOR SHALL SUBMITHEN OLOTRE THAT 2 WEEK PREPOR TO MOSILIZATION. HELE DECESS MATERIALS ROWN CLERRING AND GRUBBENG, DEMOUTION, AND EARTHWORK OPERATIONS EXCEPT THOSE MATERIALS APPROVED FOR REUSE) SHALL BE OFF-HAULED FROM THE PROJECT SITE AND	EER'S REPRESENTATIVE, NO LATER THAN 48 HOURS, URES ARE PROPOSED AS PARTO OF THE TRAFFIC C. THAN 2 WEEKS PRIOR TO MOBILIZATION, ND GRUBBING, DEMOLITION, AND EARTHWORK ( REUSE) SHALL BE OFF-HAULED FROM THE PROJEC	H THE CONSTRUCTION STIE. THE CONTRACTOR ERY REPRESENTATIVE NOL JATER THAN 46 HOURS HER THAN 46 HOURS HER THAN 54 HOURS HER THAN 54 HOURS HAVE STRIPED TO MOBILITATION. OF GRUBBING, DEMOLITION, AND EARTHWORK RUSS IS SHALL BE OFF-HAULED FROM THE PROJECTION.	CONFRON TAKEN OF THE OWN THE TREAT OF THE TOP PROVIDE ALL SIGNACE. HI HE CONTRACTOR HE HE CONTRACTOR SER SEREBEATATING TO THE HAM SER MED SERIOR AS PART OF HE TRAFFEC OF THE TRAFFEC OF T	Build. AND OTHER OPERALIDATE PONSIDOS.  Build. AND OTHER OPERALIDATE PONSIDOS.  BUILD. AND OTHER PRESENCE A REAFT CONFIDED FLAN TO MITIGATE FOR ANY ANTICE  MAN ACTS TO VEHENCE BUCCLE, AND PEDESTRAN MERSTE, AND TO PROVUDE ALL SIGNAGE.  REWATS TO PROVUDE SAFE AROUND/INFODURE HE CONSTRUCTION SITE. HE CONSTRUCTION  BET RAFFE CONTROLLED. AND THE WAS PRESENTABLE OF A DESCRIPTION OF THE TO MARKET OF A DESCRIPTION OF THE TO MARKET OF T	MANUMANIAM STRANGE TO AND STRANGE TO	NSPROBLO DE CONSTSTEM WITH ALL REDBEAT, STATE AND LOCAL RECOLLADIONS.  FREE MARKED FOR REMOVAL STALL BE REMOVED TO THEIR FILL HEGHT INCLUDING BELOW GROUND  TOOTIMASS. SALVAGE PORTIONS OF REMOVED TREES THAT MEET THE SPECIFICATIONS FOR LOC
	ATER THAN 2 WEEKS PRIOR TO MOBILIZATION. ND GRUBBING, DEMOLITION, AND EARTHWORK OPERAT	HET RRAFIC CONTROL PAND IN THE REMORTERS REPEBETABILITIES ON LATTE THAN BEINDES REPORTED WOODBLANDON. FLANE OF SHOULDER CLOSHIES ARE REPORTED AS PART OF THE TRAFFIC CONTROL PLAN. HE CONTRACTOR SHALL SHAMM THE OLIVER THAN YER WEEK PERFORM OP MILE AND ARE THAN A THE REPORTED AS A MATERIAL SHAMM THE CONTRACTOR SHALL SHAMM THE OLIVER THAN YER WEEK PERFORM TO MOBILIZE THAN A MATERIAL SHOW AND CITARING AND CREMENCE. DEADLING WAND THAN A MATERIAL SHOW THAN THE WEEK AND THE WEEK AND THAN THE WEEK AND THAN THE WEEK AND THE WEEK AND THAN THAN THE WEEK AND THAN THAN THE WEEK AND THE WEEK AND THAN THE WEEK AND THAN THE WEEK AND THE WEEK AND THAN THE WEEK AND THAN THE WEEK AND THE WEEK AND THAN THE WEEK AND THAN THE WEEK AND THE WEE	ERBYS TO RECYDES, AST. A ROUND/ITROUGH THE CONSTRUCTIONS STEL. THE CONSTRUCTORS SHALL SUBJANT HER RAFIEC CONSTOL. PLAN IOTHE ENGINEER'S REPRESENTAINEN OL JAIET HANN AS HOURS PRIDGY TO MOBILISHADINEN, EL JANE OR SHOULDER COLOSIRES, ARE PROPOSED AS PARAT FOR THE TRAFFIC CONSTROL PLAN ADMINISTRATION, EL JANE OR SHOULDER COLOSIRES, ARE PROPOSED AS PARAT FOR THE RAFFIC CONSTROL PLAN AUGUST RAFFIC AND THE CONTROL PLAN AUGUST RAFFIC AND A STREAM STROME CHARGES AND CREBIBING. SPENDITION AND EASTHWORK ORDERATION.	HE CONTRACTOR SHALL PREPARE A RAPHEC CONTROLL PLAN UNIMICATE FOR AN ANTICHER DE CREATS TO VEHICLE BLYCTICE, AND PEDESTRAN TRAFFIC, AND TO PROVIDE ALL SIGNACE AND PLACEDED CREATS TO PROVIDE SAFE AROUND FIREDUCK HE CONSTRUCTION SITE. THE CONTRACTOR SHALL SHAM THE SAFE CONTROLL PLAN TO THE EKONERES REPRESENTATIVE ON LIFE HE HAD BLOSS PROVIDE TO HAD SHALL SH	UBLIC, AND OTHER OPERATIONAL PROVISIONS.  HE CONTRACTOR SHALL PREPARE, REAFFIC CONTROL PLAN TO MITIGATE FOR ANY AMICIPALED MARCH CONTROL OF THE CONTRACT CONTROL PLAN SHALL SIGNAGE AND FALL SIGN	HEADWIN HEERIN WORK HOURS, PROJECTOS FOR COORDENANE WITH WARK PROD IN OAMBILLATION TO DESIDENT WITH WARK PROJECT ON WARLILLATION TO DESIDENT WORK HOURS, PROJECTOS FOR COMMUNICATION WITH PROVIDER PROPERTY OWNERS AND THE UBLIC. AND OTHER DEPENDENT PROVIDERS AND THE UBLIC. AND OTHER PROFILE PROVIDER A PROFIT CONTROL TO WAIT OF PROPERTY OF WARK TO STORY OF THE WARK TO STORY OF THE WARK TO STORY OF THE WARK TO PROVIDE SAFE AROUND THE WORK TO PROVIDE SAFE AROUND THE WORK TO THE WARK TO STORY OF THE WARK TO STORY O	WND

(EXCEPT THOSE MATERIALS APPROVED FOR REUSE) SHALL BE OFF-HAULED FROM THE PROJECT	DISPOSED OF CONSISTENT WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.	TREES MARKED FOR REMOVAL SHALL BE REMOVED TO THEIR FULL HEIGHT, INCLUDING BELOW (	ROOTMASS, SALVAGE PORTIONS OF REMOVED TREES THAT MEET THE SPECIFICATIONS FOR LO	STRUCTURES, SALVAGE REMAINING PORTIONS OF REMOVED TREES FOR REUSE AS SLASH.
--	--	---	---	---

DISPOSED OF CONSTRING AT THE DERAL STATE AND TO CAN A RECURSION OF THE DESCRIPTION OF THE DESCRIPTION OF THE DESCRIPTION OF THE DERAL STATE OF THE DESCRIPTION OF THE DERAL STATE OF THE DESCRIPTION OF THE DERAL STATE OF THE	
--	--

the Contractor shall adhere to all relevant permits including but not lumifd water quality certification (small habitat restoration), cdfw 1600 streambed L
dsion control and environmental requirements no
INCOMASS, SALVAGE REMAINING PORTIONS OF REMOVED TREES FOR REUSE AS SLASH,
REES MARKED FOR REMOVAL SHALL BE REMOVED TO THEIR FULL HEIGHT, INCLUDING BELC

SOLIN CONTROL AND LINVINCIAINED INCOMPLAINED INCOMPLAINED
he contractor shall adhere to all relevant permits including but not limited to lrw
VATER QUALITY CERTIFICATION (SMALL HABITAT RESTORATION), CDFW 1600 STREAMBED LAKEBED
LITERATION (HREA), USACE 404/NATIONWIDE 27 AUTHORIZATION, AND PLACER COUNTY GRADIN
ERMIT.

STRUCTURES, SALVACE REMANING PORTIONS OF REMOVED TREES FOR REUSE ASSUSS.  EROSION CONTROL AND ENVIRONMENTAL REQUIREMENTS NI.  - THE CONSISTANCIOS SHALL MEMBERED ALR REMAINS AND CHAIN WRITE QUALITY CERTICATION (SMALL MARIAN RESIDEATION). CERVI LAGO STREAMEN RESIDEATION, AND FLACER COUNTRY RESIDEATION, AND FLACER COUNTRY RESIDEATION, AND FLACER COUNTRY REMAINS.
STRUCTURES, SALVAGE REMAINING PORTIONS OF REMOVED TREES FOR REUSE AS SLASF

4. TREES MARKED FOR REMOVAL SHALL BE REMOVED TO THEIR FULL HEIGHT, INCLUDING	ROOTMASS, SALVAGE PORTIONS OF REMOVED TREES THAT MEET THE SPECIFICATION	STRUCTURES, SALVAGE REMAINING PORTIONS OF REMOVED TREES FOR REUSE AS SL		EROSION CONTROL AND ENVIRONMENTAL REQUIREMENTS	1. THE CONTRACTOR SHALL ADHERE TO ALL RELEVANT PERMITS INCLUDING BUT NOT LI
ROOMASS, SALVAGE PORTIONS OF REMONSED REES THAT MEET THE SPECHFCATRON STRUCTURES. SALVAGE PRAININNE FOR FROM OF REMOVED PREES FOR RELUS. SECOND TROOT AND ENVIRONMENTAL REQUIREMENTS SECOND TROOT SHALL LOHER TO ALL RELEVANT FERMIS PACLUDING BUT NOT U.  1. THE CONTRACTORS SHALL LOHER TO ALL RELEVANT FERMIS PACLUDING BUT NOT U.	STRUCTURES, SALVAGE REMAINING FORTIONS OF REMOVED TREES FOR REUSE AS SLA  EROSION CONTROL AND ENVIRONMENTAL REGUIREMENTS I  1. THE CONTRACTOR SHALL ADHERETO ALL REGVANT PERMIS NEULDING BIT NOT UN	EROSION CONTROL, AND ENVIRONMENTAL REQUIREMENTS 1. 11 THE CONTRACTOR SHALL ADHERTO ALL REFANNI PRIMIS PICLUBNIS BUT NOT UM.	EROSION CONTROL AND ENVIRONMENTAL REQUIREMENTS T  1. THE CONTRACTOR SHALL ADHERE TO ALL RELEVANT PERMITS INCLUDING BUT NOT LIM	1. THE CONTRACTOR SHALL ADHERE TO ALL RELEVANT PERMITS INCLUDING BUT NOT LIM	
ROCIMAS SALVAGE PORIONS OF REMOVED REES HAJ MEET HE SPECIFICATION STRUCTURES, SALVAGE REMAINING PORITIONS OF REMOVED TREES FOR RELEAS AS SALVAGE REMAINING PORITIONS OF REMOVED THE STATEMENT OF THE PROPERT OF A LIBERTON AT PREMISE AND THOM SHE DOLLING STRUCTURN OF THE POLITIC PROMITING PRAILTHABILT RESONATION, CORP. MOST REMOST PROMITING PRAILTHABILT RESONATION, CORP. MOST REMOVED THE MASS STRUCTURNS OF THE MAS	STRUCTURES, SALVAGE REMAINING PORTIONS OF REMOVED TREES FOR REUSE AS SIA  EROSION CONTROL AND ENVIRONMENTAL REQUIREMENTS I  "THE COMMENCE SHALL DAREET DAL LEREAVENT FERMIS ENCLUBING BIT NOT DAI  WAIRS QUALITY CERTIFICATION (SMALL HARIAT RESIDEATION), CDPM 14605 TREAM	EROSION CONTROL AND ENVIRONMENTAL REQUIREMENTS I I. THE CONTRACIOR SHALL ADHERE TO ALL RELEVANT PERMIS PACLUBING BUT NOT UN WATER ONALIY CERTECATION (SMALL HARBAT RESTORATION), COPE MAGO STEAM	EROSION CONTROL AND ENVIRONMENTAL REGUIREMENTS I 1. THE CONTRACTOR SHALL ADHERE TO ALL RELEVANT FREMIS WALCHONG BUT NOT IM, WATER QUALITY CERTIFICATION (SMALL HABITAT RESTORATION), CIDEN 1460S STERAM	<ol> <li>THE CONTRACTOR SHALL ADHERE TO ALL RELEVANT PERMITS INCLUDING BUT NOT LIN WATER QUALITY CERTIFICATION (SMALL HABITAT RESTORATION), CDFW 1600 STREAME</li> </ol>	WATER QUALITY CERTIFICATION (SMALL HABITAT RESTORATION), CDFW 1600 STREAM!

REGED OF CONSTRIBITION WITH ALL AND LOCAL REGULA. RES MARKED FOR REMOVAL SHALL BE FEMOVED TO THEIR FULL HEGENI. COTIMASS. SALLAGE PORTIONS OF REMOVED TREES THAT MEET THE SPEI. RIVCTURES, SALVAGE REMAINING PORTIONS OF REMOVED TREES FOR RI
LL EXCESS MATERIALS FROM CLEARING AND GRUBBING, DEMOLITION, A XCEPT THOSE MATERIALS APPROVED FOR REUSE) SHALL BE OFF-HAULED
HE CONTRACTOR SHALL SUBMITTHE NO LATER THAN 2 WEEKS PRIOR TO A



	PERMIT.	
5	NO DEBRIS, SOIL, SILT, SAND, BARK, SLASH, SAWDUST, ASPHALT, RUBBISH, PAINT, OIL, CEMENT O	
	CONCRETE OR WASHINGS THEREOF, OIL OR PETROLEUM PRODUCTS, OR OTHER ORGANIC OF	
	MATERIALS FROM CONSTRUCTION ACTIVITIES SHALL BE ALLOWED TO ENTER INTO OR BE PLAC	
	MAY BE WASHED BY RAINFALL OR RUNOFF OUTSIDE THE STAGING AREA OR GRADING LIMITS.	
	OPERATIONS ARE COMPLETED, EXCESS MATERIALS OR DEBRIS SHALL BE REMOVED FROM THE	
	BY LEGAL MEANS AND AT THE COST OF THE CONTRACTOR.	

	BY LEGAL MEANS AND AT THE COST OF THE CONTRACTOR.
m	THE CONTRACTOR SHALL NOT CREATE A NUISANCE OR POLLUTION AS DEFINED IN THE CALIFO
	CODE. THE CONTRACTOR SHALL NOT CAUSE A VIOLATION OF ANY APPLICABLE WATER QUAL
	STANDARDS FOR RECEIVING WATERS ADOPTED BY THE REGIONAL BOARD OR THE STATE WATE
	CONTROL BOARD, AS REQUIRED BY THE CLEAN WATER ACT.
4	PROVIDE ADEQUATE CONTROLS FOR DUST, WATER POLLUTION, AIR POLLUTION, AND NOSE PC
	THE CONTRACT PROVISIONS.
	THE CONTRACTOR SHALL CLEAN UP ALL SPILLS AND IMMEDIATELY NOTIFY THE ENGINEER'S REP

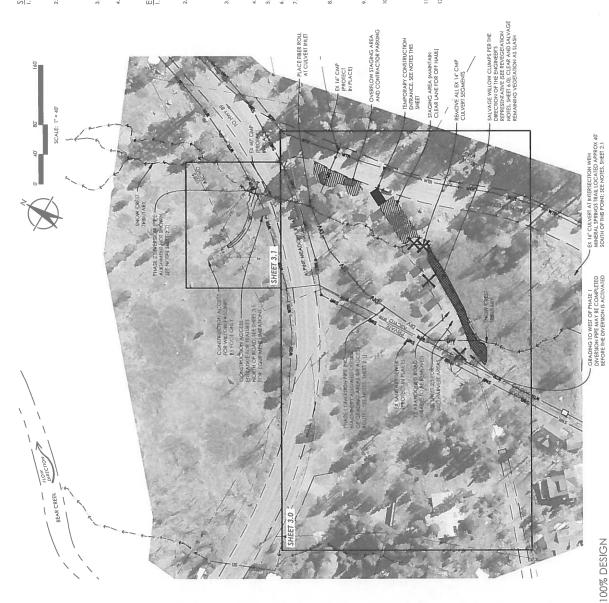
MATERIALS.
 ALL CONSTRUCTION EQUIPMENT SHALL BE PROPERLY SERVICED AND MAINTAINED IN EXCELLE
OPERATING CONDITION TO REDUCE EMISSIONS. NO LEAKS OF ANY SIZE ARE PERMITTED AT ALL
CONTRACTOR SHALL SECURE REPLACEMENTS FOR ANY EQUIPMENT THAT IS INOPERABLE FOR
TWO (2) DAYS, CONTRACTOR SHALL MAKE COPIES OF EQUIPMENT SERVICE LOGS AVAILABLE
REQUEST.

	REQUEST.
6	9. ALL LUBRICATION, REFUELING, OR MAINTENANCE OF CONSTRUCTION VEHICLES SHALL BE CON
	WITHIN APPROVED CONSTRUCTION STAGING AREAS AND BE A MINIMUM OF 50 FEET AWAY FRO
	CHANNELS OR WEILANDS.
2	10 FYCESS MATERIAL SHALL BE DISPOSED OF CONSISTENT WITH ALL APPLICABLE LEGAL REQUIREME

	MATERIALS.
Ġ	all construction equipment shall be properly serviced and maintained in Excellent
	OPERATING CONDITION TO REDUCE EMISSIONS, NO LEAKS OF ANY SIZE ARE PERMITED AT ANY TIME, THE
	CONTRACTOR SHALL SECURE REPLACEMENTS FOR ANY EQUIPMENT THAT IS INOPERABLE FOR MORE THAN
	TWO (2) DAYS, CONTRACTOR SHALL MAKE COPIES OF EQUIPMENT SERVICE LOGS AVAILABLE UPON
	REQUEST.
6	ALL LUBRICATION, REFUELING, OR MAINTENANCE OF CONSTRUCTION VEHICLES SHALL BE CONDUCTED
	WITHIN APPROVED CONSTRUCTION STAGING AREAS AND BE A MINIMUM OF 50 FEET AWAY FROM EXISTING
	CHANNELS OR WEILANDS.
0	EXCESS MATERIAL SHALL BE DISPOSED OF CONSISTENT WITH ALL APPLICABLE LEGAL REQUIREMENTS. FOR
	MATERIALS DISPOSED OFFSITE, THE CONTRACTOR SHALL OBTAIN DISPOSAL FACILITY PERMITS. RECYCLED
	MATERIALS SHALL BE RECYCLED OFFSITE AS PER STATE AND LOCAL REGULATIONS. ANY CHEMICAL OR
	HAZARDOUS MATERIAL USED IN THE PERFORMANCE OF THE WORK SHALL BE HANDLED, STORED, APPLIED,
	and disposed of consistent with all applicable federal, state, and local laws and
	REGULATIONS.
Ξ	TEMPORARY CONSTRUCTION EMRANCES SHALL BE STEEL SHAKER PLATES, FODS TRACKOUT CONTROL
	SYSTEM, OR EQUIVALENT PRODUCT APPROVED BY THE ENGINEER'S REPRESENTATIVE.

12. TEMPORARY FIBER ROLLS. 12.1 EMPORARY FIBER ROLLS. 12.1. MATERIAL, A PRODIT WED FREE BY THE F. GROUND ORIGINES FROM SOF ANTINGS OF ANTINGS.	SYSTEM, ORE COUNTALENT PRODUCT APPROVED BY THE ENGINEER'S REPRESENTATIVE.  12.1. MATERAL A PRODUCT TYPICALLY USED FOR CONSTRUCTIVE RODGING CONTROL AND CERTIFED  WEDD FREE SY THE MANUFACTURE REPODUCTS CONTINUED FASTIC ARE NOT ALLOWED  WISTALLATION: SCUEE DUBNIC CONSTRUCTION BY STAKES OR SANDBAGGS, LAY FREE ROLLS ON THE  IGROUND OBSETUP FREEDOCLULA FOR THE SLOPE CHOICKING NO NOT TRENCH: OVERLAP  ENDS CA ANITHMOST FREE POLLS SY A TEAST AND THE SAND SOND TRENCH: OVERLAP
--	--

12.3.	12.3. MAINTENANCE: INSPECT DAILY AND BEFORE FORECASTED PRECIPITATION EVENTS, REPAIR
	DAMAGED OR INFFECTIVE FIBER ROLLS.
12.4.	12.4. REMOVE FIBER ROLLS UPON DEMOBILIZATION, RESTORE THE GROUND TO PRE-PROJECT CONDI
	AND SEED AND MULCH PER THE REVEGETATION NOTES (SHEET 6.0).



THE CONTRACTOR SHALL THACTHE LOCATIONS OF THE CONSTRUCTION ACCESS ROUTES AND STAGWA
AREA FOR A PROVAL AT THE REMARKES REPRESENTANCE BEFORE THE ROUTES ARE UTILISE. A RESENTENCE OF A REMARKES WE WITHOUT SHALL BE ETAMBRISHED BY THRIVING A LONG THE CALCAMBRISH SHOWN THE WAS NOT OF THE CALCAMBRISH SHOWN THE WAS NOT OFFICE AND A REPRESENTANCE OFFICIAL SHOWN THE PRIFICAL SHOWN THE PRIFICAL BLANDES. OF OTHER GALANDES OFFICIALISM.

hapvest all sod shown on the sod harvest plan (this sheet) and store sod Immediately thereafter. Refer to the revegitation notes (sheet 6.0) for sod harvest and storage

.3

THE COUNTACTOR SHALL SELECT EQUIPMENT TO MINIMIZE DISTURBANCE TO THE WORK AREA. IN GENERAL, IN GENERAL, IN GENERAL, IN GENERAL, ID ACCOUNTACTOR SHALL SHALL

THE PROPAGES REPRESENTATION THE SHOWN AND TH

PROPOSED EVARIONS FROM THE ACCESS ROUTE ALIGNMENTS AND STAGING A REA FROM STAGING FROM THAT IS SHOWN HERBY. FUES CHEMICAL STORAGE AREAS. MATERAL/STGUIPMENT STAGING AREAS, AND

TEMPORARY CREEK DIVERSION AND DEWATERING NOTES:

THEE DIVERSION AND DEWATERING MOTES HAVE BEEN PREPARED TO HEIP THE CONTRACTOR ULDERSTAND THE COOF OF THE DIVERSION AND DEWATERING WORK, HE COUNTACTOR SHALL SHAME AND HEAD COPE OF THE DIVERSION AND DEWATERING THAN FOR A PREPOVAL BY THE RICHARGE TREPERSTANT BY AND UNDESSON METHOD THE CONTRACTOR. THE WORK WOULD BE RETIRE COMPLETED BY OHER MEANS AND A DIVERSION METHOD SEE THE CONTRACTOR. THE WORK WOULD BE BETTER STREETED BY OHER MEANS AND A DIVERSION SHALL DE MAD DEVENDED THE CONTRACTOR. THE CONTRACTOR SHALL DEPROPED THE STREETED BY OHER WORK DEPOVED THE STREETED THE ADDITIONAL THE CONTRACTOR. THE CONTRACTOR SHALL DEPOVED THE STREETED BY OHER WORK DEPOVED THE CONTRACTOR SHALL DEPOVED THE WORK DEPOVED THE CONTRACTOR SHALL THE STREETED THE WORK DEPOVED THE CONTRACTOR. THE CONTRACTOR SHALL PROJECT THE WORK DEPOVED THE CONDITIONS.

SOUTH OF ALPINE ALEADOWS ROAD AND DECHARGES INTO THE ESSING AT CULVER THAKES DIVERS STREAMEDW ARCHIVE THE ESSING AT CULVER THAKE OF POWER STREAMEDW READOWS ROAD BY POMPINE OF ALPINE MEADOWS ROAD BY POMPINE OF STREAMEDW REAR HE OUTLET OF THE ESSING AT CULVER TO A POINT ROUGHTY 25 HEED DOWNSTREAM. THE TEMPORARY CREEK DIVERSION PLANSHOWN HEREIN CONSISTS OF TWO PHASES. THE CONTRACTION OF THE DIVERSION PIPE THROUGH THE EXIST OF TWO PHASE BY EXTENDING THE DIVERSION PIPE THROUGH THE EXIST OF TWO PHASE INVERSE STREAM-COW AROUND THE FEATURES TO IN

3.2. 3.3.

Balance Hydrologics, Inc.

IN ADDITION TO THE TEMPORARY CREEK DIVERSION, SURFACE WATER FROM AN EXISTING 16" CMP CULVER AT THE INTERSECTION OF SNOW CREST ROAD AND MINERAL SPRINGS TRAIL FLOWS TOWARD THE EMISTRY CAMP (OF STREAM CAMP OF THE COWN ONLY THE COWN THE CONTRACTOR STREED MATCH STREAM SHE WAS STREED WAS STREAM SHE OF COMPANDING SHALL ASSO INCLUDE A STRATEGY FOR MANAGRIG RUNOFF FROM THE 16" CAMP.

PUMP INCIDENTAL GROUNDWATER ENCOUNTERED DURING EXCAVATION AS NEEDED TO FACILITATE COMPLETION OF THE WORK. WATER PUMPED FROM WITHIN DICAVATION AREAS OR THE PORTION OF THE CHANNEL ENCLOSED BY THE COFFEDAMS SHALL BE ENCHANGED DATION AND WIRFACES OR OTHER FRAILIBES WITH ADEQUATE ENERGY DISSPATION AN ENCESSARY TO MEET URBIDITY REQUIREMENTS. MONITOR PUMPED WATER TO BROINER TO OES NOT CAUSE BROSTON.

3.5.

WHEN ALL WORK HAS BEEN COMPLEED, REMOVE THE DVORSION SYSTEM AND RESTORE ANY BESTING FERENCES THAT WERE ADVERSELY AFFICIED TO PRE-PROJECT CONDITIONS. BACKFILL THE SUMP WITH VALING MARRIAL.

3.7

DIVERTED CHANNEL SEGMENT AND WORK AREA

INSPECT THE DIVERSION PIPE AND COFFEEDAMS DAILY DURING THE CONSTRUCTION PERIOD TO ENSURE THEN ARE EFFECTIVELY CONVERING STREAMELOW. PERFORM CORRECTIVE MAINTENANCE AS NEEDEL HO.

THE CONTRACTOR SHALL COORDINATE WITH THE REVEGETATION SPECIALIST TO PROTECT OR RELOCATE NATIVE FAUNA (IF NECESSARY) PRIOR TO INSTALLING EACH CREEK DIVERSION SYSTEM. GRADE A SUMP IN THE CHANNEL UPSTREAM OF THE COFFERDAM TO COLLECT STREAMFLOW FOR INSTALL THE DIVERSION PIPE TO AVOID DAMAGE TO EXISTING VEGETATION AND STREAM BANKS.

> LOCATIONS OF TEMPORARY CREEK DIMERSION PIPE ALICAMENTS SHOWN HERBIN ARE APPROXIMACING SHALL COCREDIANE AND SHOUND NOTIE COURSIDED PRESCRIPINET IN THE CONTRACTION SHALL COCREDIANE WHITE THE MEMBERS OF SPRESCRIATIVE PROXI TO MOBILIZATION TO AGREE ON A FINAL COKFIGURATION FOR THE DIMERSION SYSTEMS BASED ON HELD CONDITIONS. THE DIVERSION SYSTEM SMALL BE DESIGNED TO DIVER UP TO LCFS (450 GPM.). PRIOR TO WITH STALLAND OF THE DIVERSION SYSTEM, LIFE REPORTERS SERVESCHIZINE SMALL CONFIRM THAT SIREAMATION LEVELS ARE WITHIN THE ANTICPEATID RANGE.

COFFEDAMS SHALL BE CONSTRUCTED AT THE UPSTREAM AUD DOWNSTREAM BLDS OF THE DOYNETS ECHANNES SEGMENT. COFFENDAMS SHALL BE CONSTRUCTED TO LIMIT SEEP AGE AND MINIMELE DISIDRANCE.

THE CONTRACTOR SHALL FURNER HALL LABOR, MATERIALS, TOOLS, EQUPMENT, AND SERVICES AS REQUIRED TO NESTALL, OPERATE, AND PEMONOF THE TEAPOGARY CREEK DIVERSION SYSTEMS, INCLIDING BACK-UP EQUIPMENT AS NECESSARY FOR REPLACEMENT AND FOR UNANTICIPATED BACK-CICES.

COFFEDAMS: THE CONTRACTOR SHALL SUBMIT A DRAWNEG AND/OR PRODUCT SHEET TO THE ENGINEER'S REPRESENTATIVE OF HER PROPOSED. COFFEDAMS. ALL COFFEDAMS MATERIALS SHALL BE CLICAR AND FREE ROAM CLAY BALLS, ORGANIC MATTER, WEDS, AND OTHER PREFROUS 2.1.

2.2.

DIVERSION PRE: THE MATERIAL SHALL BE SELECTED FOR TERBILITY AND DURABILITY TO ALLOW FOR THE COCCASONAL RELOCATION OF THE PROFESSOR PRES, DUBINGS CONSTRUCTION ACTIVITIES. REDISABLE FOR EMATERIALS ARE PREFERRED. THE SUE OF DIVERSION PIPE SHALL BE EDETERMINED BY THE COMRACIOS BASED ON THE ANICIPATED FOUNTATIED SECRED FREEBRAND THE. PERFORMANCE CHARACTERISTICS OF THE PROPOSED PUMPS

ENERGY DASIPAJION: EXTEAD THE PHASE I DIVERSION PIPE AT LEAST 5 FEET INTO THE EXISTING CAMP FOR ENERGY DISSPATION. THE CONTRACTOR SHALL SUBME TA PLAN FOR THE PHASE Z ENERGY DISSPATION FAULURE. THE ENERGY DISSPATION FEATURE SHALL BE CARABLE OF RETURNING FLOW FROM THE DIVERSION PIPE TO THE WILLIAM.

-58-21 PK 9-10-51 bk LK SICHED BJ DATE

PLACER COUNTY, CALIFORNIA SNOW CREST TRIBUTARY NONS RESTORATION

PROJECT NUMBER 220203 \$CALE (AT 22" X 34")

CREEK DIVERSION

SCHEMATIC PROFILE VIEW

EXCAVATE TEMPORARY SUMP; BACKFILL WITH NATIVE MATERIAL UPON DEMOBILIZATION OF DIVERSION

# SITE PREPARATION NOTES

100% DE2IGN 60% DESIGN PERION SUBMITTELS / REVISIONS

DA-28-21
DA-28-21
DA-28-21
DR-28-21
DR-28-21
DR-28-21
DR-28-21
DR-28-21

ENERGY DISSIPATION

SST AND STORAGE REQUIREMENTS DN-COHESIVE SOD SEPARATELY. JBBING NOTES (SHEET 1.1) FOR TREES LESS THAN 6" DBH. SCALE: 1" = 10"



100% DESIGN

1"= 10"

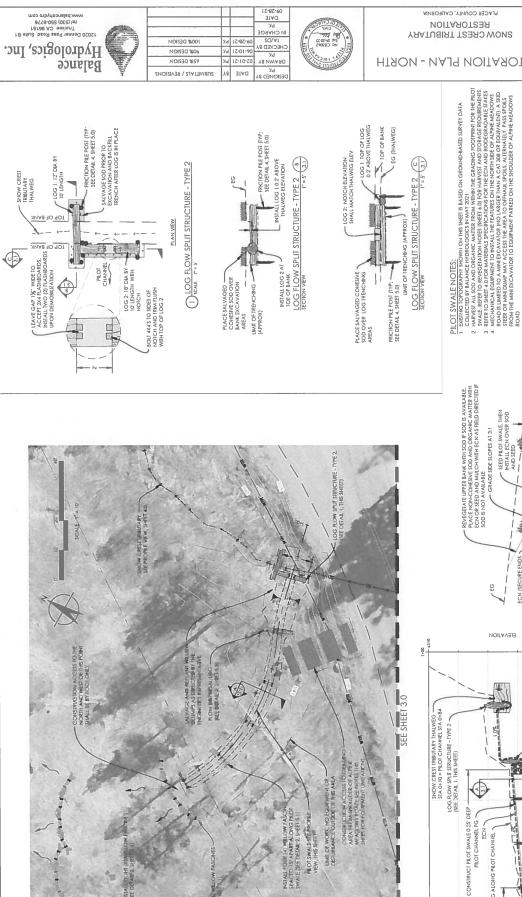
Balance Hydrologics, Inc.



# PLACER COUNTY, CALIFORNIA SNOW CREST TRIBUTARY RESTORATION

# RESTORATION PLAN - SOUTH

	· mm		
SEESHEET 3.1  Sein Deutschaft  Worder Auchen  Worder Mit Sein Germann  Anter Sein  Anter S	NOOME ROOM SHEET IN THE SHARE OF THE SHARE O		2
DAND FLOW DRIFFRAN LOC (RE DEWN SAME SOIN LAW RESTON TO COMM COCSINAL RE TLAS WITH FLOW OF LAWR OF THE COMM COCSINAL RETURN WITH THE COLUMN COCSINAL SAME COCSINAL SAME SOIN COCSINAL SAME SAME SAME SAME SOIN COCSINAL SAME SAME SAME SAME SAME SAME SAME SAME	AND EMEND FILL DO LOGG SINGE AND EMEND FILL D	Control and American Control a	
	SECURIOR OF THE PROPERTY OF TH		
ALTHE KHELDONYS 10AD	The stoward Oracle No. 1	A WATER MATTER M	
CC			SESSILE E 2' WDE (MM) UNIES OTHERWISE NOTED PHENCE DO FOR PLACEMENT AT HE SOUTH ROW OF THE GALDING FOUND THE ROW FOW THE SINCIDIE. THEE DONG FOOLERVE STED, DE FROM CHENCE SOO FOR ROWHING IS STALL ICEA NOWS.
FG CGRADE WALE APPROX & WIDE			S SHALL BE 2" WIDE [MIN] HESIVE SOD FOR PLACEN OUND THE FLOW FLOW S



# RESTORATION PLAN - NORTH

PLACER COUNTY, CALIFORNIA SNOW CREST TRIBUTARY
RESTORATION

PROJECT NUMBER	220203	SCALE (AT 22" X 34")	1"= 10"	ESTE
PROJEC	22	щ	-	2

INSTALL SOD ON BANKS FOR THE FIRST 6" VERTICALLY

ECN (SECURE ENDS -IN A COMMON SOD KEY TRENCH

FLOW DISPERSAL LOG (SEE DETAIL 3. SHEET 5.0) TOP SHALL BE 0.2" LOWER THAN NOTCH ELEV; SECURE ECN BY WRAPPING BELOW LOG

L EG

EG ALONG PILOT CHANITEL

ELEVATION

INSTALL FOUR (4)—BIODEGRADABLE STAKES AS SHOWN SPACED EVERY 3 LONGITUDINALLY

PLACE SALVAGED COARSE MATERIAL (SEE NOTES, SHEET 3.0)

I I I I I A WILLOW FASCINES TRENCHED AT 90% DIAMETER (SEE DETAIL 2, SHEET 5.1)

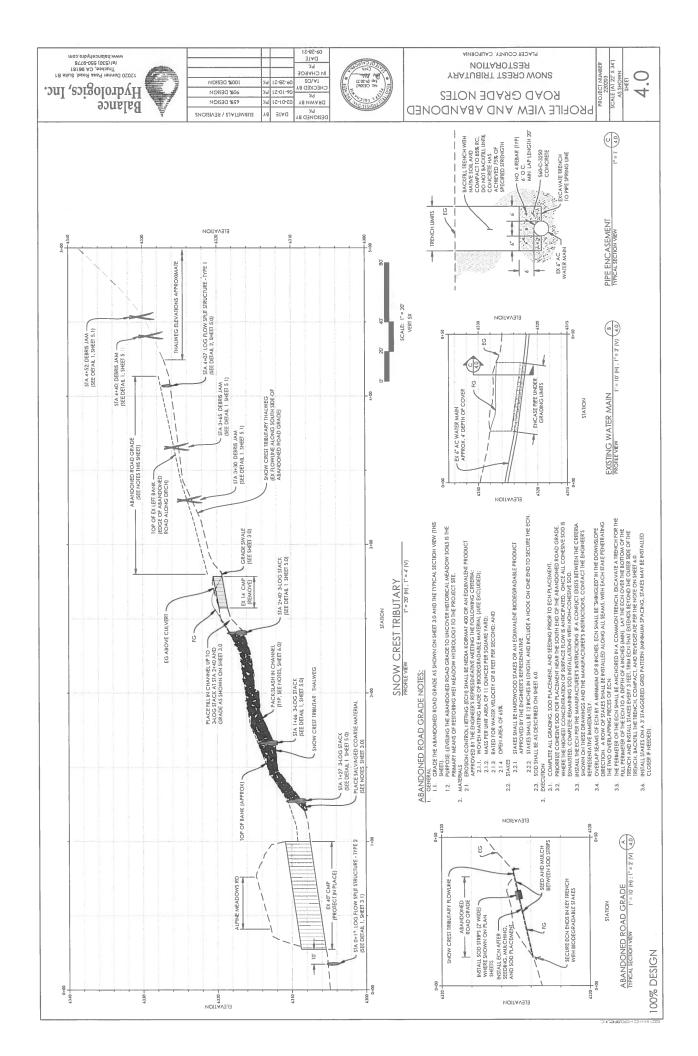
SECURE ECN BY WRAPPING AROUND DOWNSTREAM FASCINE

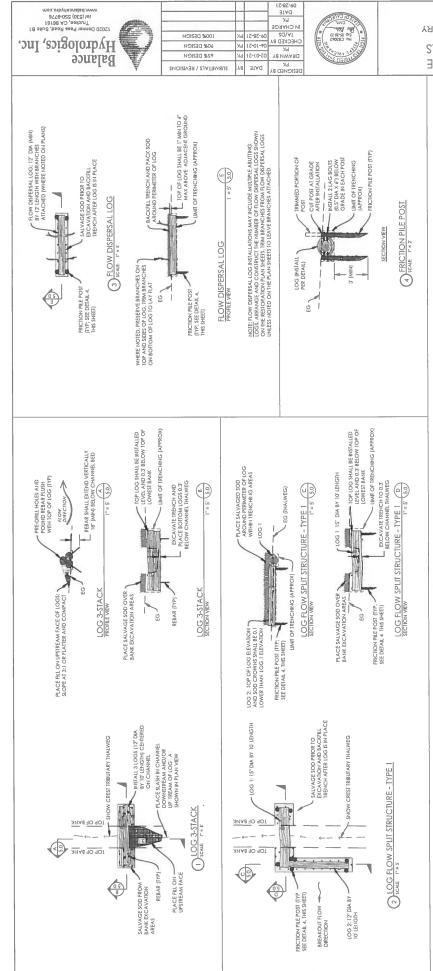
PILOT SWALE
TYPICAL SECTION VIEW

l" = 10' [H]; l" = 2' [V]

PILOT SWALE PROFILE VIEW

S. J.





100% DESIGN

90% DESIGN

PRINCE

9-58-51 bk

9-10-51 bk

5-01-51 bK

Panner Pase Rosd, Suite B1 Truckee, CA 96161 1el (530) 550-9776 ww.balancehydro.com

STYCER COUNTY CALFORNIA SNOW CREST TRIBUTARY
NOITAROTESA

# TYPICAL DETAILS

02-30-33 C83093

# FRICTION PILE POST NOTES: FRICTION PILE POSTS SHALL BE AS DESCRIBED IN THE FRICTION PILE POSTS NOTES, THIS SHEET SALVAGED SOO SHALL BE HARVESTED. STORED, AND PLANTED AS DESCRIBED IN THE SECREDIAL NOTES, SHEER 6.D. LUMBER SHALL BE UNTREATED MILLED REDWOOD OR OTHER SPECIES HAVING WATER RESISANT QUALITIES (ALTERNATE SPECIES MUST BE APPROVED BY THE ENGINEER'S REPRESENTATIVE).

- INSTALL FOUR FRICTION PILE POSTS PER BACH LOG., GENERALLY PLACED ON BOTH SIDES OF THE LOCA AND AT BOTH BYDS.
   INSTANCES FRICTION PILE FOR SIZE RETENDED TO COUNTERACT LOG BUOYANICY AND HAVE BEEN DESIGNED SUCH THAT THEY ARE BURED AND GENERALLY NOT VISBLE AFTER
  - INSTALLATION
    MATERIALS
- 2.1 FRICTION PILE POSIS SHALL BE POSIS AS DESCRIBED IN THE DEBRIS JAM NOTES (SHEET 5.1) AND CUTTO THE UNMERISHORD ROLLED FOR WANNINGS.
  2.2. LAG BOLIS SHALL BE GALVANKED STEET SCREWS IN RIDBODE FOR WOOD-CO-WOOD INSTALLATIONS AND HAVING A ALLONED SHEAR (DAD NO LESS HAM 500 LBS
  - INSTALL FRICTION PILE POSTS AFFER THE LOG HAS BEEN PLACED WITHIN A TRENCH, BUT BEFORE THE TRENCH HAS BEEN BACKFRLED EXECUTION 3.1

BECUIDAN
31 EGANGERBENCHE FOR LOGS JUST LARGE ENOUGH TO ACCEPT THE LOGS. SALANGE
32 ENAUGE REPORTES. LANGE CAREET ON OT DAMAGE THE LOGS. FE CONDITIONS
32. PLACEL GOST FRENCHEST, LANGE CAREET ON OT DAMAGE THE LOGS. FE CONDITIONS
33. ALLOW PURSUITS SOLIS STRENCHES TANGE CAREET TO SOLIS SOLIS THE LOGS STRENCHES TO SOLIS SOLIS THE LOGS STRENCHES COLIS SOLIS THE LOGS STRENCHES OF THE LOGS STRENCHES AND SOLIS THE LOGS STRENGHEST OF THE LO

2.5 REBAR SHALL BE NO 6 (MIN) TO NO 10 (MAX) SIEEL REINFORCING BAR CONFORMING TO ASTM A615 AND CUTTO ACHIEVE THE DIMENSIONS INDICATED ON THE DRAWINGS.

2.2.

11. THESE HOTES SHALL APPRYTO THE FOLLOWING DESIGNALEBARNS LOG STJACK, LOG FLOW AND THE TALLOCHES AND THE TRUCKHEPS TAPE TO MAD FROM DESIGNAL LOG ON THE DRAWNESS THE CONTRACT HE COACHONS AND TO HE DMANISHOIS INDICATED AND THE DRAWNESS THE COACHONS AND TO HE DMANISHOIS INDICATED AND THE DRAWNESS THE COACHONS OF LOG STRUCTURES AND THE PROPERTY OF THE SHOWERS AND THE

LOG5 2.1.1. 2.1.

LOG STRUCTURE NOTES:

OWCE LOGS ARE PLACED AND SCURED WITH FRICTION PILE POISS OR REAR. REMANNING PORTIONS OF HE RENCHED AND STATELED PLACES BACKFILL MARRIAL PREPRINGE PROPERS AND STATEMENT FROM THE COGNING PREPRINGE PART OF DIRECT MARRIAL AROUND HE LOG

REVEGETATE THE REMAINING PORTION OF THE BACKFILL AREA AS SHOWN ON THE DRAWINGS.

INSTALL FRCTION PILE POSTS (4 PER LOG) OR REBAR AS SHOWN IN THE DRAWINGS. PRE-DRILL PLOES FOR REBAR AS FIRE REBAR SOFTLED PER THE DRAWINGS, BEND END OF PREACH OVER AND POUND THUSH MICH LOG.

3.3 3.4 3.5

2.1. THERE ARE NO LIMITATIONS TO THE PRICES OF LOGS OBTAINED. OTHER HEY MUST COME FROM WHITE A ZAMER FROUGE OF HER FALCE STILL OF THE RESOURCE OF TROWN AN AREA HARE A SAME FROUGE OF HER FALCE STILL AND STATE OF THE AND STATE A

- 3.2.
  - 3.3

# LOG STRUCTURE

PROJECT NUMBER 220203 SCALE (AT 2Z" X 34")

5.0

21.7. LOGS CLEARED DURING DEMOLITION OPERATIONS SHALL BE USED BEFORE MATERIAL B. MADFRIET POWN OFFSIE. FAPPOXIMATELY FOUR (4) LOGS MERING THESE SPECIFICATIONS ARE AMICIPATED TO BE SOURCED RROM ON SITE.

2.18 PRESERVE ALL TRIMMED BRANCHES FOR REUSE AS SLASH

AS SHOWN SHEET 5.1

PROJECT NUMBER 220203 SCALE (AT 22" X 34")

### PLACER COUNTY, CALIFORNIA NOITAROTSER SNOW CREST TRIBUTARY TYPICAL DETAILS

# Debris and Willow Structure





9-28-21 PK

DATE

100% DE2ICN

60% DE2IGN

92% DEZICH

SUBMITIALS / REVISIONS

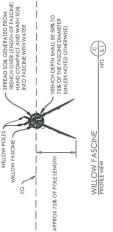
2) WILLOW FASCINE SCALE NTS

WILLOW POLES









# WILLOW FASCINE NOTES:

- A REACHE WAS CONSTRUCT HE WUNDER DO WILLOW RACHERS SHOWN ON THE RESTORATION PLANSHETS.

  WILLOW RACHE WAS CHANNES AND WHICH WE WILLOW RACHES SHOWN ON THE RESTORATION PLANSHETS.

  ADJUSTED BY THE REACHER ST RESERVATIVE.

  PURPOSES WILLOW RACHERS STALL CONSTST OF WILLOW BEAACHES (DEBRIS BOUND TO GETIER WITH YHE

  AND SECURED WHITH WILLOW POET IN WILLOW NACHERS ARE MITHOURD PROMOTE DIFFUSE FLOW AT THE

  RAVISITION IT FROM THE PILOT SWALE OF THE WILLOW NACHERS ARE MITHOURD PROMOTE DIFFUSE FLOW AT THE

  RAVISITION IT FROM THE PILOT SWALE OF THE WALLOW NACHERS ARE MITHOURD THE WAS THE WALLOW THE WAS THE WALLOW THE WAS THE WALLOW THE WAS THE W 1.2
- THE HEALTHY THE DORAGNIT BRANCHES CUI FROM WILLOWS WITHIN IS MAIES OF THE PROJECT

  2.1. SHALLE HEALTHY THE DORAGNIT BRANCHES OF ANY SMALE HEE SHALL BE COLLECTED

  2.2. ATTER CLEARLY CUITNED THE MALLOW POLE RASH MANNES AND BRANCHES HUSH TO POLE

  2.3. MANED HER AND SHOUND HEALTH HOU PARE THE WAY SAND SHANCHES HUSH TO POLE

  2.4. IN THE TO PERFORT HER CUITNED AND THE WAY SAND SHANCHES AND E BASAL END DOWN

  2.4. IN DIRE OFFER TO SHOUND HE SHALL BE PLANTED HE SAME DAY THEY ARE CUIT STORE

  2.4. IN DIRE OFFER THE SHALL SHALL SHALL BE PLANTED HE SAME DAY THEY ARE CUIT STORE

  2.4. IN DIRE OFFER THE SHALL SHALL
  - THCK END STORED NI WATER. 2.1.5. POLES SHALL BE MINIMUM 3 FEET LONG IN LENGTH AND MINIMUM 0.75 INCH DIAMFIER AT THE BASAL. END.
- LIVE DEBRIS SHALL BE AS DESCRIBED IN THE DEBRIS JAAN NOTES. TIWIES STALL BE CORE, SISTA, OR BIODEGRADABLE THURE (AS APPROVED BY THE ENGINEER'S REPRESENTATIVE) WITH A MANKAUM BERKING STRENGH OF SOR POUNDS, TWINE SHALL NOT BE JUTE. 2.2
- PIACE CUT ENDS OF IVE DEBRIS ALTERNATELY IN EACH FASCINE SO THAT APPROXIMATELY ONE-HAIF OF THE CUT ENDS OF IVE THE FASCINE. IT ASKADISES ON MONE MEDIAND IS ANCE GENERS WITH TWO CUT ENDS ARE AT END OF THE FASCINE. IT ASKADISES ON MONE MORE THAN IN SHICK CENTERS WITH TWO WARAS OF THAN ENDS AND FIGE DEACH FASCINE EMALL WARAS OF THAN ENDS AND FIDE DEACH FASCINE EMALL WARAS OF THAN ENDS AND FIDE DEACH FASCINE EMALL WARAS OF THAN ENDS AND FIDE DEACH FASCINE EMALL WARAS OF THAN ENDS AND FIDE DEACH FASCINE EMALL WARAS OF THAN ENDS AND FIDE DEACH FASCINE EMALL WARAS OF THAN ENDS AND FIDE DEACH FASCINE EMALL WAS AND FIDE DEACH FASCINE FASCIN EXECUTION 3.1 PLACE
  - 3.2.
- MEASURE APPROVIMENT OF SHORE IN DAMERTE HEY, SHOUGH AS CHEENE WILLOW FASCINE. DOES THE RESHORE LIST LARGE ENOUGH TO ACCET THE WILLOW FASCINES. BACKET LIFE FOR THE CHEEN AND THE WILLOW FASCINES. AND THE CHECKET THE REST PRECIDES. AND THRAY BOOT COMPACT. MOTE THAT SOME INSTALLATIONS MAY NEED TO HAPPEN CONCURRENT WITH ECH WILLOW POLES THROUGH EACH WILLOW FASCINES STRUCTURE. ANGLETHE PACE FOR PARIES OF DISECTION, THEY WILLOW POLES TO REMOVE ANY SECTION DAWAGED BY POUNDMENT, LEVAN FACE THE NODES. OF HEY POLES TO REMOVE ANY SECTION DAWAGED BY POUNDMENT, LEVAN FACE THEY FORE FOR SECTION. 3.3

# LIMIT OF TRENCHING (APPROX) EG E EVERY 15" WITH TWINE **VES SHALL AVERAGE 6" TO 8** SECTION VIEW COMPRESS LIVE DEBRIS TO — PLACE 4 PAIRS WILLOW — POLES PER FASCINE (TYP)

Onnet Pass Road, Suite B1 Tuckee, CA 96161 tel (530) 550-9776 ww.balancehvdro.com

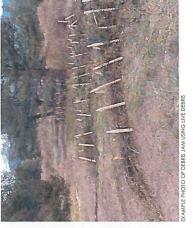
Balance Hydrologics, Inc.





TOP OF BANK

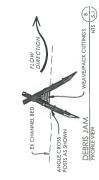
UPSTREAM POST ROW -

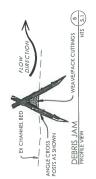


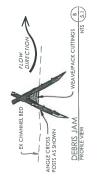


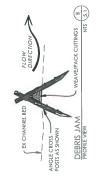
DEBRIS JAM PLAN VIEW

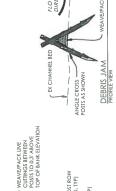
EG.











# DOWNSTREAM POST ROW (DARK COLORING, TYP) - UPSTREAM POST ROW (LIGHT COLORING, TYP) NTS (5.1 INSTALL UPSTREAM AND DOWNSTREAM ROW POSTS 1' OC; STAGGER ROWS

# Z MIN DEPTH KEY CUTTINGS INTO BANK DEBRIS JAM

# DEBRIS JAM NOTES:

- 11. CONSTRUCT DEBRS JAMS AT THE LOCATIONS REDICATED ON THE DRAWINGS.
  12. DEBRS JAMS SALT BE ENSTALLED BY WARD WORK CONY. CONSTRUCTION ACCESS TO RESTALL HE DEBRS JAMS SHALL BE BY FOOT AND HOT RACKED OR WHEELED EQUIPMENT IS ALLOWED INVESTED TO THE DEBRS JAM LOCATIONS.
  ALLOWED DIALESS DIFFERING FOR TOOLS ARE ALLOWED. HOWEVER, THEY MUTT BE ALLE TO BE CARRED TO THE DEBRS JAM LOCATIONS.
  13. PORPOSE THE DEBRIES AND ARE INTENDED TO BACKWAITS EXISTING CHANNELS AND CAUSE WAITS TO SPREAD TO OVERBANK AREAS.
  21. PORPOSE THE DEBRIES AND ARE INTENDED TO BACKWAITS DESIRING CHANNELS AND CAUSE WAITS TO OVERBANK AREAS.
  21. PORPOSE THE DEBRIES AND ARE INTENDED TO BACKWAITS DESIRING CHANNELS AND CAUSE WAITS TO SPREAD TO OVERBANK AREAS.
  - - POSTS 2.1.1.

- POSTS PROPOSED FOR THE CONSTRUCTION OF DEBRIS JAMS SHALL HAVE A DIAMETER OF \$10 A INCHES, LENGTHS OF \$20 TO \$50 FEET, ONE END OF EACH POST SHALL BE SHARRENED FOR \$3 WARRENED TO A POWER LIBERALL INCALNOW!
  POSTS MANY EINER BE HANVESTED OF PRE-FARRENCHED, HARVESTED POSTS PREST, FOR \$3 WITH LIBERALL STATES TO PRISE FARRENCHED POSTS SHALL BE TAKEN TO PROCURE HARVESTED POSTS PREST, FNO \$3 WITH LIBERALL STATES TO POSTS FARRENCHED POSTS SHALL BE CAREFROM SUITABLE PLANTS WITHHER PROJECT REG.
  2.1.2.1. HARVESTED POSTS SHALL BE CUT FROM SHARVESTED OF DECENT WHERE YES PARE AND SHALL BE TAKEN FROM SUITABLE PLANTS WITHHER PROJECT REG.
  2.1.2.1. HARVESTED POSTS SHALL BE CUT FROM ADREADED FOR THE WEER YES AND SHALL BE TAKEN FROM SUITABLE PLANTS WITHHER PROJECT REG.
  2.1.2.1. HARVESTED POSTS SHALL BE CUT FROM ADREADED FOR STATE PROJECT BY WAITER
  2.1.2.2. HARVESTED POSTS SHALL BE CUT FROM ADREADED FOR STATEMEN FROM SUITABLE PLANTS WITH THE PLANTS HARVESTED POSTS SHALL BE
  2.1.2.2. HARVESTED POSTS SHALL BE CUT FROM ADREADED FOR STATEME FILED POSTS SHALL NOT HAVE WERANGESSES
  2.1.2. PREFABRICATED POSTS SHALL BE UNREADED POSTS SHALL NOT HAVE WERANGESSES
  - SUCH AS CRACKS AND SPLIS THROUGH MORE THAN 25 PERCENG THE PER SHARES SUCH AS CRACKS AND SPLIS THROUGH MORE THAN 25 PERCENG THE POST DAMBER.

    1.3. ONE BND OF POSTS SHALL BE A CLEAN SQUARE CUT, THE OPPOSTE END SHALL BE SHARPERED TO A POWI.

    2.2.1 UNE DEBNB SHALL CONSET OF UNET TO UNE THE OPPOSTE END SHALL BE SHARPERED TO A POWI.

2.2.

ന്

- 22.1 INFO DEBRS SHALL CONSIST OF LIVE WILLOW OR ALDER BRANCHES WITH A STEM DIAMETER 2 INCHES OR LESS. DEBRS 5.4 DIFFERENT MATERIAL FROM SLASH WHICH INCLUDES THE STANDING BRANCHES.

  22.1 INFO DEBRS SHALL BE 5' MARAUM LENGTH. THERE IS NO MAXIMUM LENGTH FOR DEBRS. OTHER THAN IT MUST CONFORM WITH THE COVERALL DIMENSIONS OF THE INSTALL LOCATION 2.2.3. ALL LEAVES AND ONE BRANCHES SHALL BE FERD THE TOTAL OF THE STANDING BRANCHES SHORE SEED SHALL BE FOR DEBRS.

  22.2. INFO MANOR BRANCHES SHORE SHORE SHALL BE FERD THAN THE COLOL OF THE STANDING SHOWN OF THE MATERIAL SHALL BE FOR THE STANDING SHOWN OF THE STANDING SHOWN OF THE STANDING SHOWN OF THE STANDING SHOWN OF THE FINAL ELECATIONS AND LENGTH OF THE DEBRS AND SHALL BE DEBRS SHOWN ON THE DEPRESS SHOWN ON THE DEBRS SHOWN ON THE DEBRS SHOWN ON THE DEBRS SHOWN ON THE DEPRESS SHOWN ON THE DEBRS SHOWN ON THE DEBRS SHOWN ON THE DEBRS SHOWN ON THE DEPRESS SHOWN ON THE

**YUD NOTES** REVEGETATION DETAILS

PERCONANTE STANDARD AND ACCEPTANCE.

\*\*I REVEGATED ASTANDARD AND ACCEPTANCE.

\*\*I REVEGATED ASTANDARD STANDARD AND ACCEPTANCE.

\*\*I STANDARD AND ACCEPTED SUBJECT OCOMPLIANCE WHIS PECIFIED MATERIALS AND INSTALLATION

\*\*REQUIREMENT.

\*\*RECONED AND ACCEPTED SUBJECT OCOMPLIANCE WHIS PECIFIED MATERIALS AND INSTALLATION

\*\*RECONED MATERIALS AND INSTANDARD SEASON AFTER TREATMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR A

\*\*IONS SURVINO, OF WILLOW POLES AND PRANSPLANIED CLUMPS AND ONE WILLOW SHOOT FER LINEAL

FOOT OF WILLOW PASCIPE.

)	
NI	CIAN
СН	No. C83062 Esp. 05-70-72
D	10.15310110 10.123101101
	( ) ( )

60	
]	707
	JAN WAY
IN C	Mary all
1	E 22-00-50
CHE	1 1 CADE 8
	12/24
DK	AC 155
	E111

1	COLONIA CONTROLLA CONTROLL

	F		09-28-21 DATE	Г
_	H		LK IN CHARGE	
	ьк	12-82-60	SQ/A1	
	ЫК	12-01-90	CHECKED BX	
	ЬК	12-10-20	DRAWN BY	
			N.J.	

-	H		DATE	
-	H		IN CHARGE	
	ьк	12-82-60	SQ/AT	
	ЫК	12-01-90	CHECKED BX	1
	ьк	12-10-20	DRAWN BY	
	18	BIAO	bK DE2ICHED BA	

			09-28-21 DATE
	۲		IN CHARGE
100% DESIGN	ЬK	12-82-60	SQ/AT
90% DESIGN	ЫK	12-01-90	CHECKED BY
92% DESIGN	ЬK	12-10-20	DRAWN BY
SUBMITTALS / REVISIONS	48	BIAG	PK PK

			DATE
	۲		PK I CHARGE
100% DESIGN	ЬK	12-82-60	SQ/AT
90% DESIGN	ЬK	12-01-90	HECKED BY
92% DESIGN	ЬK	12-10-20	YBUWAR
SUBMITTALS / REVISIONS	BA.	3TAO	bk 21CHED BA



SEE	SEDING				- GENER
-	ALL DISTURBED AREAS SHALL	1. ALL DISTURBED AREAS SHALL BE SEEDED AT THE RATES STATED IN THE TABLE BELOW . PRIOR TO SEEDING	ELOW . PRIOR 1	IO SEEDING	1.1. IN
	ENSURE COMPACTION IS LESS	ENSURE COMPACTION IS LESS THAN 85%. SEED OVER SALVAGED SOD AND ORGANIC MATTER PRIOR TO	ORGANIC MA	TTER PRIOR TO	1.2. TV
	PLACEMENT OF AND/OR WRA	PLACEMENT OF AND/OR WRAPPING WITH EROSION CONTROL NETTING.			2
1.2	BROADCAST SEED WITH BELLY GRINDERS OR EQ WITH HAND RAKES OR APPROVED EQUIVALENT	BROADCAST SEED WITH BELLY GRINDERS OR EQUIVALENT AND INCORPORATE SEED TO A DEPTH OF 1%" - 1%" WITH HAND RAKES OR APPROVED EQUIVALENT,	TE SEED TO A [	DEPTH OF ½" - ½"	
	Scientific Name	Common Name/Variety	PLS Ibs./dcre		
	Bromus cannatus	California brome	5		
	Carex praegracilis	Slender sedge	0.25		1.3. A
	Elymus glaucus	blue wildrye, "Stanislaus"	3		2
	<b>Geum тастр</b> hyllum	big-leaved avens	9:0		1.4. Pt
	Elymus frachycaulus	slender wheatgrass, "Revenue"	2		N N N N
	Hordeum brachyantherum	meadow barley, from 6,000 and higher	2		2.1. SC
	Juncus balticus	Bottic rush	1.0		=
	Leymus friticoides	creaping wildrye "Shoshone"	3		22 5
	Lupinus lepidus	Pacific lupine	2		9
	Lupinus polyphyllus	Tahoe lupine	9		2.3. 50
	Poa pralensis*	Kentucky bluegrass	2		Z.4. RE
	Potentilla gracilis	cinquefoil	0.5		ā
	Sictorica conductor	Chacker mollow	9.0		2.5, 50

2. WILLOW SALVAGE, STORAGE, AND REPLACEMENT
21. SALVAGE BY TO IS MALLA MEDIUM, AND LARGE HANDE WILLOW CLUMPS AS STAKED IN THE RELD BY THE
RICHARGENG REPRESENTATIVE REMOVE AND RESPLAYING WILLOWS CONCLURRENT WITH
CONSTRUCTION AS AND MALLA AS PRACTICES TO AND RESPLAYING WILLOWS CONCLURRENT WITH
CONSTRUCTION AS AND MALLA AS PRACTICES OF AND AND ADDRESS TO AND AS ADDRESS TO A REMOVE AND AS ADDRESS AND AS ADDRE

3.1 MICHCH AND MICHE TH ACDERST 3.2 MICHCHASED OR PROCESSED ON SITE PARTICLE SITE SHALL BE BETWEEN VIEW THAN THE WHO WITH AND 10.12S INCHES IN THREATH AND THE SHALL SHA

ED ON SITE TO THE SPECIFIED SIZES. WOOD CHIP MUCH TO ALL BARE SOILS TO A DEPTH OF 0.25 TO 0.5 INCHES, AND TO ACHIEVE 65%

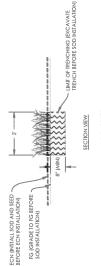
CHIPPED ON SI 3.3. APPLY WOOD COVER.

4. SLASH SHALL BE SWALL INEES REMOVED DURING CLEARING AND GRUBBING (LESS HAAN &"DBH). TRIMMED 4.1. SLASH SHALL BE SWALL INEES REMOVED FROM ONSITE, OR UNUXED INVOKED LIVE WILLOW

4. USE MASSHOTHE MAXIMUM DITENT PRACTICABLETO MINUMED OFFHAUL FROM THE PROJECT SITE.
4. USE MASSHOTHE MAXIMUM DITENT PRACTICABLETO MINUMED OFFHAUL FROM THE PROJECT SITE.
4. SET FIRETES NOT ROUGHS MASSHOWN ON STRED TO FIGH. AND OFF THE SHOWN ON THE DESCRIPTION OF THE CHANGES ARROWN ON THE OFF THE PROJECT ADDITIONAL ASSHAT MASSH MASSHOWN ON THE DISCRIPTION OF THE SHORE SHOWN OFF THE SHOWN OFF

REVEGETATION NOTES:

A DOS SHALL BE HARVESTED FROM THE SITE AT THE LOCATIONS SHOWN ON THE DRAWINGS AND AS STAKED IN THE DS THRMC. SEE SHEET 2 I FOST SOOT HARVESTED SOOT SHALL SEE SHEET 2 I FOST SOOT HARVESTED SOOT SHALL CONSIST OF ABOVE CROUND AND BISTIBILITION OF COHESTIVE VERSUS NON-COHESTIVE SOOT SHALL CONSIST OF ABOVE CROUND AND BE COME BOWN OF THE REAL SHALL BE SHALL SHALL





AGENDA NO: E2

MEETING DATE: 12/10/2021

# **Staff Report**

TO:

**ASCWD Board of Directors** 

Date: December 3, 2021

FROM:

Joe Mueller, General Manager

SUBJECT:

RESOLUTION 10-2021 TO ADOPT HEALTH REIMBURSEMENT

ARRANGEMENTS CONSISTENT WITH CHAPTER 6 OF THE EMPLOYEE

**HANDBOOK** 

### **BACKGROUND:**

At the October 8, 2021, ASCWD Board of Directors meeting, District Resolution 9-2021 was adopted along with amendments to the ASCWD Employee Handbook to reflect 2022 Employee and Annuitant Health Benefits.

Resolution 9-2021 established funding a monthly contribution equal to the average cost of premiums for the PERS Gold and PERS Platinum plans in Region 1 ("Health Benefit Contribution") to be used towards the payment of the premium of any CalPERS medical insurance plan. It also established that any excess of the Health Benefit Contribution over the premium of any CalPERS medical insurance plan in which an eligible employee has enrolled shall be contributed on behalf of said employee to a health reimbursement arrangement to be established by the District for the reimbursement of eligible medical expenses. Any premium for a CalPERS medical insurance plan in which an eligible employee enrolls that is in excess of the Health Benefit Contribution shall be the sole obligation of the eligible employee. The establishment of a health reimbursement arrangement for any excess of the Health Benefit Contribution over the premium of any CalPERS medical insurance plan will take the place of the past practice to reimburse employees for out-of-pocket expenses at 60 percent of cost.

District employees that retired prior to January 1, 2022 and qualify as annuitants shall be eligible for a retiree health benefit equal to the premium for the PERS Gold plan to be used towards the payment of the premium of any CalPERS medical insurance plan in which the retire enrolls.

### **DISCUSSION:**

Consider Resolution 10-2021 to adopt the Alpine Springs County Water District Health Reimbursement Arrangements for the benefit of District employees and retirees as set forth in the "Benefits During Employment" section of Chapter 6 of the Employee Handbook, and the Alpine Springs County Water District Health Premium Reimbursement Plan for the benefit of District retirees as set forth in the "Post-Employment Benefit" section of Chapter 6 of the Employee Handbook.

### **FISCAL IMPACT:**

The fiscal impact of the adopting resolution 10-2021, The Alpine Springs County Water District

Health Reimbursement Arrangements will be within the budgeted amounts approved in the 2021/2022 ASCWD annual budget.

### RECOMMENDATION:

Staff recommends the Board consider adopting resolution 10-2021, The Alpine Springs County Water District Health Reimbursement Arrangements for the benefit of District employees and Retirees as set forth in the "Benefits During Employment" section of Chapter 6 of the Employee Handbook, and the Alpine Springs County Water District Health Premium Reimbursement Plan for the benefit of District retirees as set forth in the "Post-Employment Benefit" section of Chapter 6 of the Employee Handbook.

# **Attachments:**

- 1. Resolution 10-2021
- 2. Alpine Springs County Water District Health Expense Reimbursement Plan
- 3. Alpine Springs County Water District Retiree Health Premium Reimbursement Plan

# RESOLUTION 10-2021 OF THE ALPINE SPRING COUNTY WATER DISTRICT

# A RESOLUTION ADOPTING HEALTH REIMBURSEMENT ARRANGEMENTS

WHEREAS, the Board of Directors ("Board") of the Alpine Springs County Water District ("District") desires to establish health reimbursement arrangements to provide for the reimbursement of specified eligible medical expenses of certain eligible employees and retirees consistent with the terms set forth in Chapter 6 of the Alpine Springs County Water District Employee Handbook; and

WHEREAS, the Board has reviewed proposed documents prepared by Best Best & Krieger LLP to establish a health reimbursement arrangement for employees, subject to compliance with the Affordable Care Act, and a health reimbursement arrangement for retirees; and

**WHEREAS**, the health reimbursement arrangements allow participants to exclude the value of benefits provided by the District from income under Internal Revenue Code Section 105(b); and

WHEREAS, the health reimbursement arrangements each incorporate Schedule "A" which identifies benefits which may periodically change, and as such, it is necessary that District staff have the authority to automatically update or revise Schedule "A" of the health reimbursement arrangements whenever changes are made to such benefits by the Board; and

WHEREAS, the Board desires to authorize the General Manager, or his designee, to execute the proposed plan documents on behalf of the District, along with any future amendments that contain only non-substantive and/or administrative changes to the plan documents.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Alpine Springs County Water District as follows:

- 1. The District hereby adopts the Alpine Springs County Water District Health Expense Reimbursement Plan ("Employee HRA") effective as of January 1, 2022.
- 2. The District hereby adopts the Alpine Springs County Water District Retiree Health Premium Reimbursement Plan ("Retiree HRA"), effective as of January 1, 2022.
- 3. The Board hereby authorizes the General Manager, or his designee, to duly execute the Employee HRA and the Retiree HRA on behalf of the District, along with any future amendments that contain only non-substantive and/or administrative changes to the plan documents.
- 4. That the Board hereby authorizes the General Manager, or his designee, to

automatically update Schedule "A" to each of the Employee HRA and Retiree HRA as changes to the benefits referenced therein are approved by the Board.

**PASSED AND ADOPTED** at a Regular Meeting of the Board of Directors of the ALPINE SPRINGS COUNTY WATER DISTRICT, Alpine Meadows, California this 10<sup>th</sup> day of December, 2021, by the following roll call vote:

AYES: NOES: ABSENT: ABSTAIN:	
	Approved by:
	Janet S. Grant, President Board of Directors
ATTEST:  Joe Mueller, General Manager  Clerk of the Board of Directors	

# ALPINE SPRINGS COUNTY WATER DISTRICT HEALTH EXPENSE REIMBURSEMENT PLAN

The ALPINE SPRINGS COUNTY WATER DISTRICT hereby establishes the ALPINE SPRINGS COUNTY WATER DISTRICT MEDICAL EXPENSE REIMBURSEMENT PLAN for the benefit of its employees effective January 1, 2022.

# ARTICLE I TITLE AND PURPOSE

This Plan shall be known as the ALPINE SPRINGS COUNTY WATER DISTRICT HEALTH EXPENSE REIMBURSEMENT PLAN. It is intended as an uninsured health reimbursement arrangement ("HRA") to provide reimbursement of co-pays for medical, dental and vision services which are not otherwise covered by insurance or provided by the Employer. The Employer intends that the Plan qualify as an accident and health plan within the meaning of Section 106 of the Internal Revenue Code (the "Code") so that the Employer's contributions on behalf of participating Employees will be excludable from gross income for federal income tax purposes and Section 105 of the Code so that the benefits received under the Plan are eligible for exclusion from the Participant's income.

The Plan is also intended to qualify as an "integrated" HRA that complies with the annual dollar limit prohibition and the preventive services requirements applicable to group health plans pursuant to the Patient Protection and Affordable Care Act of 2010 ("PPACA"). Accordingly, the Plan shall only remain in effect as long as the Employer offers a group health plan other than this Plan to each Participant that provides "minimum value" as defined in Code Section 36B(c)(2)(C)(ii).

# ARTICLE II DEFINITIONS

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context. Pronouns shall be interpreted so that the masculine pronoun shall include the feminine and the singular shall include the plural, and the following rules of interpretation shall apply in reading this instrument:

- 2.1 <u>Benefit Credits</u>. "Benefit Credits" means the aggregate amount of the Employer Allowance allocated to each Participant in the Plan pursuant to Section 5.1 herein.
- 2.2 <u>Benefits</u>. "Benefits" means any amounts paid to a Participant in the Plan as reimbursement for Eligible Health Expenses.
- 2.3 <u>Code</u>. "Code" means the Internal Revenue Code of 1986, and the same as may be amended from time to time.
- 2.4 <u>Dependent</u>. "Dependent" means an individual who is the Spouse or legal dependent of a Participant as defined in Section 152 of the Code, determined without regard to Section 152(b)(1), (b)(2) and (d)(1)(B) of Section 152, and any child (as defined in

Code Section 152(f)(1)) of the Participant who as of the end of the Participant's taxable year has not attained 27 years of age.

Notwithstanding the preceding, the definition of "Dependent" shall also include a Participant's domestic partner; however, any Benefits received for Eligible Health Expenses for a domestic partner shall be reported for tax purposes as a taxable benefit in accordance with Section 4.5.

- 2.5 <u>Effective Date</u>. "Effective Date" shall mean January 1, 2022, the date this Plan first becomes effective.
- 2.6 <u>Eligible Health Expenses</u>. "Eligible Health Expenses" shall mean only those expenses incurred by the Participant or Dependents, after the Participant's Entry Date and while he or she is a Participant in the Plan for co-pays for medical, dental or vision services which are not otherwise covered by insurance or provided by the Employer. For purposes of this Plan, an expense is "incurred" when the Participant or beneficiary is furnished the medical care or services giving rise to the claimed expense.
- 2.7 <u>Employee</u>. "Employee" means a full-time Employee of the Employer who has satisfied the conditions for eligibility to participate in the Plan and, to the extent necessary, a former Employee who is entitled to benefits under the Plan pursuant to Article VIII.
- 2.8 <u>Employer</u>. "Employer" means the ALPINE SPRINGS COUNTY WATER DISTRICT.
- 2.9 <u>Employer Allowance</u>. "Employer Allowance" means the amount of the annual Employer contribution made by the Employer to the Plan on behalf of each active Participant. The amount of the Employer Allowance shall be set forth in Schedule "A".
- 2.10 <u>Entry Date</u>. "Entry Date" means the Effective Date of this Plan for Employees employed on or before that date. The Entry date for subsequently hired Employees means the first day of the next month following completion of thirty (30) days of employment with the City.
- 2.11 <u>Participant</u>. "Participant" means any Employee who has met the conditions for participation and is eligible to receive benefits under the Plan.
- 2.12 <u>Plan</u>. "Plan" means the ALPINE SPRINGS COUNTY WATER DISTRICT HEALTH EXPENSE REIMBURSEMENT PLAN, described herein.
- 2.13 <u>Plan Administrator</u>. "Plan Administrator" or "Administrator" means the Employer. The General Manger shall be responsible for the administration of the Plan, including the delegation of various Plan responsibilities and duties.
- 2.14 <u>Plan Year</u>. "Plan Year" means each twelve-month period commencing each January 1 and ending on December 31.
- 2.15 <u>Spouse</u>. "Spouse" means the person to whom the Participant is legally married but shall not include an individual legally separated from a Participant under a decree of

legal separation. Pursuant to the Supreme Court's decision in *U.S. v. Windsor*, 570 U.S. 744 (2013), the term "Spouse" shall include both opposite sex and same sex Spouses.

2.16 <u>Uniformed Service</u>. "Uniformed Service" means the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United State in time of war or emergency.

# ARTICLE III ELIGIBILITY AND PARTICIPATION

- 3.1 <u>Eligibility.</u> Subject to the Entry Date requirements set forth in Section 2.10, each Employee shall become eligible to participate in the Plan if:
  - (a) The Employee, his or her Spouse, and his or her Dependents are enrolled in a group health plan that provides minimum value pursuant to Code Section 36B(c)(2)(C)(ii), including a group health plan sponsored by another employer.
  - (b) The group health plan in which the Employee is enrolled is not an HRA;
  - (c) The group health plan in which the Employee is enrolled meets all applicable requirements of the PPACA; and
  - (d) The Employee certifies in writing to the Employer that he or she, his or her Spouse, and his or her Dependents are actually enrolled in a group health plan that provides minimum value pursuant to Code Section 36B(c)(2)(C)(ii).
- 3.2 <u>Commencement of Participation.</u> Upon satisfaction of the Entry Date and eligibility requirements of Sections 2.10 and 3.1, all Employees shall submit a duly completed election form to the Plan Administrator, in the form provided by the Plan Administrator, to commence participation in the Plan. Participants shall not be required to submit a subsequent election form prior to each Plan Year unless a Participant chooses to make a change in election in accordance with Section 3.3. A Participant's election to participate in the Plan shall continue to be valid until expressly revoked or altered. By becoming a Participant, each Employee shall be deemed as having consented to the provisions of this Plan and to all amendments thereto.
- 3.3 <u>Change In Election</u>. A Participant shall be permitted to revoke or modify his or her election of benefits upon the occurrence of a Qualifying Event (as defined in Section 8.2(d)) by submitting a completed election form to the Plan Administrator. All other election changes shall be accepted only during the annual open enrollment period as prescribed by the Plan Administrator.
- 3.4 <u>Continued Participation</u>. Each year, prior to the commencement of the Plan Year, a Participant must certify in writing that he or she meets the requirements of Section 3.1. A Participant must immediately notify the Employer if he or she fails to satisfy the requirements of Section 3.1 for any reason during the Plan Year.

- 3.5 <u>Cessation of Participation</u>. Subject to Article VIII, a Participant shall cease to participate and no longer be eligible to receive an Employer Allowance upon: (1) his or her termination of employment from the Employer or (2) if he or she, his or her Spouse, or his or her Dependent is no longer enrolled in group health plan coverage that provides minimum value pursuant to Code Section 36B(c)(2)(C)(ii). Nothing in this Section 3.5 shall prohibit the payment of Benefits with respect to claims arising prior to the Participant's termination of employment.
- 3.6 <u>Waiver of Participation</u>. A Participant shall have the option to irrevocably waive his or her right to participation in the Plan and to receive future reimbursements by submitting a written election to that effect to the Plan Administrator at any time during the Plan Year or upon the termination of his or her position with the Employer.
- 3.7 <u>Recommencement of Participation</u>. A former active Participant will recommence participation as of his date of reemployment provided that the requirements of Section 3.1 are satisfied.
- 3.8 <u>Uniformed Service Under USERRA & The Veterans Benefits</u>
  <u>Improvements Act of 2004</u>. The coverage of a Participant may be terminated if he or she is absent for more than thirty-one (31) days for a period of duty in Uniformed Service. A Participant whose coverage under the Plan is terminated on account of his being in Uniformed Service, and is later reinstated, shall not be subject to a new waiting period or eligibility requirement, provided that such requirements would not have been imposed if coverage had not been terminated as a result of the Uniformed Service and Employee returns to active employment within ninety (90) days of completing a period of duty.
- 3.9 <u>Duration of Benefit</u>. Benefits shall be available to a Participant until the accumulated Employer Allowance made on behalf of the Participant during the course of his or her employment with the Employer have been exhausted.
- 3.10 <u>Benefits Upon Employee's Death</u>. In the event of the death of the Employee, the Spouse at the time of the Employee's death ("Surviving Spouse") or Dependents, shall be entitled to continue to participate in this Plan under, and subject to, the same terms as the Employee until the Benefit Credits remaining at the Employee's death have been exhausted.

# ARTICLE IV AVAILABLE BENEFITS

- 4.1 <u>Provision of Benefits</u>. Benefits under this Plan shall take the form of reimbursement by the Employer for Eligible Health Expenses incurred by a Participant while that individual is a Participant in the Plan. Reimbursement shall not be made for any amount that does not qualify as an Eligible Medical Expense, and no Participant or former Participant shall receive any reimbursement which exceeds the amount actually incurred for the expense.
- 4.2 <u>Amount of Reimbursement</u>. A Participant shall be entitled to benefits under this Plan in an amount that does not exceed his or her Benefit Credits. Each reimbursement hereunder shall be a charge to the Participant's Benefit Credits. No Participants shall be permitted to maintain a negative account balance.

- 4.3 <u>Claims for Benefits</u>. No benefit shall be paid under the Plan unless a Participant has first submitted a written claim for Benefits to the Plan Administrator on a form specified by the Plan Administrator.
- 4.4 Source of Benefit Payments. The sole source for payment of benefits under this Plan shall be the unfunded accounts established for each Participant pursuant to Article V. The Plan Administrator shall pay to each Participant the benefits which he or she is entitled to receive under this Plan, and his or her reimbursement account under the Plan shall be debited accordingly. A Participant shall not be entitled to receive reimbursement for any Eligible Health Expenses or any portion thereof which exceeds the Participant's Benefit Credits.
- 4.5 <u>Taxable Benefits</u>. The amount of any Benefits paid under the Plan for any Eligible Medical Expense incurred for a Participant's domestic partner shall be included in the Participant's W-2 income unless such individual is the Dependent of the Participant.

# ARTICLE V EMPLOYER CONTRIBUTIONS

- 5.1 <u>Funding</u>. The Benefits provided herein shall be paid by the Employer; provided, however, that the Employer's payments under the Plan shall be limited to such amounts contributed by the Employer as an Employer Allowance. The maximum Employer Allowance available to a Participant who participates for less than 12 months shall be prorated based upon the number of months of participation in the Plan, as determined by the Employer. The Employer Allowance shall cease upon the termination of the Participant's employment with the District.
- 5.2 <u>Funding Policy</u>. The Employer may periodically, at its discretion, review and determine the funding policy of the Plan, with the advice of such experts as the Employer deems appropriate.
- 5.3 <u>Participant Accounts.</u> No money shall actually be allocated to any account(s) on behalf of Participants but shall be credited to a separate ledger account in the Participant's name. Such amounts or Benefit Credits credited to a Participant's account for any Plan Year shall be used only toward the payment of, or reimbursement for, Eligible Health Expenses, and only if the Participant applies for reimbursement.

# ARTICLE VI PAYMENT OF BENEFITS

- 6.1 <u>Claims for Benefits</u>. No benefit shall be paid under the Plan unless a Participant has first submitted a written claim for Benefits to the Plan Administrator on a form specified by the Plan Administrator, and pursuant to the procedures set out in Section 6.2.
- 6.2 <u>Reimbursement; Substantiation of Eligible Health Expenses</u>. Each Participant who desires to receive reimbursement under the Plan for Eligible Health Expenses shall submit a claim form to the Plan Administrator, at the times indicated in Section 6.4, containing the following information:

- (a) the name of the person or persons on whose behalf Eligible Health Expenses have been incurred;
  - (b) the nature of the expenses so incurred;
  - (c) the date of the expenses so incurred;
  - (d) the amount of the requested reimbursement; and
- (e) a statement that such expenses have not otherwise been paid through insurance or reimbursed from any other source.

### 6.3 Claims Review Procedure.

- (a) <u>Initial Review</u>. As soon as is administratively feasible following the end of each month, the Plan Administrator or its designated claims administration representative shall review all the forms submitted by Participants during that month in accordance with the foregoing procedures and shall pay each Participant the Benefit Credits which each Participant is entitled to receive under the Plan, in accordance with the Plan.
- (b) <u>Denial of Claim</u>. The Plan Administrator will advise the Participant of any Benefit to which he is not entitled. If a Participant believes he has not been reimbursed in accordance with the Plan or has not been advised of his Benefits, he may submit a written request to the Plan Administrator to provide either an explanation of how Benefits are reimbursed or further information of his Benefits. The Plan Administrator must respond to such a request within a reasonable time.

In the event a claim is denied (in whole or in part), the Plan Administrator will provide to the claimant a written notice, in a format determined to be understood by the claimant, containing the following -

- (1) the specific reason or reasons for the denial;
- (2) specific reference to pertinent Plan provisions on which the denial is based:
- (3) a description of any additional material or information necessary for the claimant to perfect the claim; and
- (4) an explanation of the claim review procedure set forth in Paragraph (c) below.
- (c) <u>Appeals Procedure</u>. Within sixty (60) days of receipt by a claimant of a notice denying a claim under Paragraph (b), the claimant or his duly authorized representative may request in writing a full and fair review of the claim by the Plan Administrator or by the Administrator which may be appointed by the Employer for that purpose. The Plan Administrator may extend the sixty (60) day period where the nature of the benefit involved, or other attendant circumstances make such extension appropriate. In connection with such review, the claimant or his duly authorized

representative may review pertinent documents and may submit issues and comments in writing. The Plan Administrator or Administrator shall make a decision promptly, and not later than sixty (60) days after the Plan Administrator's receipt of a request for review, unless special circumstances (such as the need to hold a hearing, if the Administrator deems one necessary) require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, and specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not made within such period, the claim will be considered denied.

6.4 <u>Time Limit</u>. No expense shall be reimbursed for any Plan Year unless the Participant submits a claim for reimbursement within ninety (90) days after the date such expense was incurred.

# ARTICLE VII ADMINISTRATION

- 7.1 <u>Fiduciary</u>. The Employer shall be the fiduciary responsible for administration of the Plan. The Employer may, however, delegate any of its powers or duties under the Plan in writing to any person or entity. The delegate shall become the fiduciary for only that part of the administration which has been delegated by the Employer and any references to the Employer shall instead apply to the delegate. However, if the Employer assigns any of the Employer's responsibility to an employee of Employer, it will not be considered a delegation of Employer responsibility but rather how the Employer internally is assigning responsibility.
- 7.2 <u>Rules of Administration</u>. The Employer may adopt such rules for administration of the Plan as it considers desirable, provided they do not conflict with the Plan, and may construe the Plan, correct defects, supply omissions and reconcile inconsistencies to the extent necessary to effectuate the Plan, and such action shall be conclusive. Records of administration of the Plan shall be kept, and Participants and their beneficiaries may examine records pertaining directly to themselves.
- 7.3 <u>Services to the Plan</u>. The Employer may contract for legal, actuarial, investment advisory, medical accounting, clerical, claims administration, and other services to carry out the Plan. The costs of such services and other administrative expenses shall be paid by the Employer.
- 7.4 <u>Nondiscriminatory Benefits</u>. The Plan is intended not to discriminate in favor of "highly compensated individuals" (as defined under Code Section 105(h)) as to eligibility to participate, contributions and benefits, and to comply in this respect with the requirements of the Code. All rules, decisions and designations by the Employer shall be made in a nondiscriminatory manner, and persons similarly situated shall be treated alike. If, in the judgment of the Plan Administrator, the operation of the Plan in any Plan year would result in such discrimination, then the Plan Administrator shall select and exclude from coverage under the Plan such highly compensated individuals who are participants, and/or reduce contributions

under the Plan made on behalf of highly compensated individuals who are participants, to the extent necessary to assure that, in the judgment of the Plan Administrator, the Plan does not discriminate.

7.5 <u>Liability of Administrative Personnel</u>. Neither the Employer, nor any of its employees, nor any provider of services under Section 7.3 herein, shall be liable for any loss due to an error or omission in administration of the Plan unless the loss is due to the gross negligence or willful misconduct of the party to be charged or is due to the failure of the party to be charged to exercise a fiduciary responsibility, if one is owed, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

# 7.6 <u>Use of Electronic Medium for Participant Notices.</u>

(a) <u>Definition of Electronic Medium</u>. "Electronic Medium" means an electronic method of communication between the Plan Administrator (or its designated representative) and Employee thereby allowing each party to send and receive notices, elections and claims through the same medium. The only form of electronic communication permitted by the Plan shall be via electronic mail on the Employer's network or intranet, through an interactive website, or to a private e-mail address supplied to the Employer by the Employee for communication purposes. The electronic medium must be designed so that the information provided is no less understandable to the receiving party than a written paper document. The electronic medium shall be designed to alert the Employee, at the time a notice is provided, to the significance of the information in the notice (including identification of the subject matter of the notice), and provide any instructions needed to access the notice, in a manner than is readily understandable. The electronic medium shall be designed to preclude any person, other than the appropriate individual, from making a Participant election or claim, or accessing individual participant account information.

# (b) <u>Disclosure and Consent Requirements</u>.

- any consent or notice to the Employee, the Plan Administrator shall provide a statement which contains the following: (i) informs the Employee of the right to receive a paper document of the notice or other Plan-related material either prior to or after giving consent to electronic transmission; (ii) informs the Employee of the right to withdraw his or her consent at any time and the procedures for withdrawal, including any conditions or consequences arising from such withdrawal; (iii) describes the scope and duration of the consent as it related to various plan transactions; (iv) describes the procedures for updating Employee contact information; and (v) describes the hardware or software requirements needed to access and retain the notice.
- (2) <u>Consent</u>. The Plan Administrator shall be exempt from the consent requirements of Section 101(c) of the Electronic Signatures in Global and National Commerce Act (E-SIGN) provided the Electronic Medium used to provide notices and Plan-related material is a medium that the Employee has the effective ability to access and the Employee is advised, each time a notice is transmitted, that he or she

can request to receive the notice in paper form at no charge. The form of Electronic Medium utilized by this Plan shall be through an interactive website requiring the Employee to register an e-mail address for communication purposes.

- (3) <u>Changes in Hardware or Software Requirements</u>. In the event of any changes in the hardware or software requirements needed to access the Electronic Medium, the Plan Administrator, or its designated representative, shall provide a statement to each Employee of the revised requirements and the right to withdraw consent to receive electronic delivery of Plan-related materials without consequence.
- (c) <u>Participant Claims</u>. The Plan Administrator, or its designated representative, shall be permitted to electronically distribute participant claims by Electronic Medium. Each Employee who is provided with participation or claims information via Electronic Medium will also be informed by the Plan Administrator that he or she may receive a paper copy of the relevant documents upon request. A participant election will not be treated as being made available to an individual if such individual cannot effectively access the Electronic Medium for purposes of making the claim or election. A claim completed by an Employee via Electronic Medium shall be deemed as being provided in written form so long as the following requirements are satisfied:
- (1) The Employee has a reasonable opportunity to review, confirm, modify or rescind the terms of the claim before the claim is submitted; and
- (2) The Employee receives, within a reasonable time, a confirmation of the claim either through written paper form or by electronic mail (e-mail).
- (d) <u>Timing and Content of Elections and Notices</u>. The provisions of this Section 7.6 shall in no way affect or alter the timing or content requirements applicable to each individual notice or document.

# ARTICLE VIII CONTINUATION OF COVERAGE

- 8.1 <u>In General.</u> During any Plan Year during which the Employer has 20 or more Employees, each person who is a Qualified Beneficiary shall have the right to elect to continue coverage under this Plan pursuant to the continuation coverage provisions of the Public Health Service Act, as set forth in 42 U.S.C. §300bb-1 et seq., and any amendments thereto with respect to Participant and his or her Dependent, his or her Spouse, or his or her Domestic Partner who is a Dependent. With respect to Domestic Partners covered under this Plan and to the extent that it offers greater protection than PHSA for all other eligible individuals, continuation coverage shall be pursuant to the California Continuation Benefits Replacement Act, as set forth in the California Health and Safety Code §1366.20 et seq.
- 8.2 <u>Definitions.</u> For purposes of this Article VIII, the following words and phrases are intended to supplement, and in some instances replace, the defined terms listed generally in Article II and to the extent of any conflict between the terms set forth herein and those of Article II, the defined terms set forth herein shall control:

- (a) <u>Covered Individual</u>. "Covered Individual" shall mean any individual who receives (or received) Benefits under the Plan as a Participant.
- (b) <u>Election Period</u>. "Election Period" shall mean the sixty (60) day period during which a Qualified Beneficiary who would lose coverage as a result of a Qualifying Event may elect continuation coverage. This sixty (60) day period begins not later than the date of termination of coverage as a result of a Qualifying Event and ends not earlier than the sixty (60) days after the later of such date of termination of coverage or the receipt of notice of the right to elect continuation coverage under this Plan.
- (c) Qualified Beneficiary. "Qualified Beneficiary" shall mean any individual who, on the day before a Qualifying Event is a beneficiary under the Plan as a (i) Participant, (ii) Spouse; (iii) Dependent Child, or (iv) Domestic Partner. Qualified Beneficiary shall also include a child who is born to (or placed for adoption with) a Covered Individual during the coverage period. The term Qualified Beneficiary does not include an individual whose status as a Covered Individual is attributable to a period in which such individual is a nonresident alien who received no earned income from the Employer which constituted income from sources within the United States (within the meaning of Code Sections 911(d)(2) and 861(a)(3)). If an individual is not a Qualified Beneficiary pursuant to this paragraph, a Spouse or Dependent Child of such individual shall not be considered a Qualified Beneficiary by virtue of the relationship to such individual.
- (d) Qualifying Event. "Qualifying Event" means with respect to a covered Employee, any of the following events which results in the loss of coverage of a Qualified Beneficiary: (1) the death of the covered Employee; (2) the termination (except by reason of such covered Employee's gross misconduct) or reduction in hours of the covered Employee's employment; (3) the divorce or legal separation of the covered Employee from such covered Employee's Spouse; (4) the covered Employee becoming entitled to benefits under Title XVIII of the Social Security Act (Medicare); (5) a Dependent Child who ceases to be a Dependent under the terms of this Plan; or (6) the Employer's filing for Chapter 11 reorganization as it would affect retiree coverage.
- Qualified Beneficiary is entitled to elect continuation coverage pursuant to the timing requirements of this Article VIII. Coverage provided under this provision is on a contributory basis. No evidence of good health will be required. Unless otherwise specified in the election, any election by a Qualified Beneficiary who is a covered Employee or Spouse of the covered Employee will be deemed to include an election for continuation coverage on behalf of any Qualified Beneficiaries who are Dependents of the Employee or Spouse.

Continuation coverage under this provision is coverage which is identical to the coverage provided under this Plan to similarly situated beneficiaries under this Plan with respect to whom a Qualifying Event has not occurred as of the time coverage is being provided. If coverage under this Plan is modified for any group of similarly situated beneficiaries, the coverage shall also be modified in the same manner for all Qualified Beneficiaries under this Plan in connection with such group.

# 8.4 <u>Limitations on Continuation Coverage; Length of Coverage.</u>

- (a) <u>Unavailability Of Continuation Coverage</u>. Continuation coverage under this Plan shall not be offered if the Participant's remaining Benefit Credits in his spending account is zero on the date of the Qualifying Event.
- (b) <u>Limited Continuation Coverage</u>. If a Participant is showing a remaining balance of Benefit Credits in his spending account as of the date of the Qualifying Event, the Employer shall offer continuation coverage under the Plan for the remainder of the Plan Year for the year in which the Qualifying Event occurred.

### 8.5 Notification Requirements.

(a) <u>Notification by Qualified Beneficiary</u>. Within sixty (60) days, each Qualified Beneficiary must notify the Employer of the occurrence of either the divorce or legal separation of the Employee or the covered Employee's Dependent Child ceasing to be a Dependent Child under the terms of this Plan.

### (b) Notification to Qualified Beneficiary.

- (1) Upon commencement of participating in the Plan, the Administrator shall provide written notice to each covered Employee and his Spouse of the right to continuation coverage under the Plan.
- (2) Within fourteen (14) days of receiving notice of the occurrence of a Qualifying Event, the Administrator shall notify any Qualified Beneficiary of the right to elect continuation coverage under the Plan. Notification to the Spouse of a covered Employee shall be treated as notification to all other qualified beneficiaries residing with such Spouse at the time notification is made.
- 8.6 <u>Termination of Continuation Coverage</u>. The continuation coverage provided hereunder shall be terminated prior to the last day of the Plan Year in which the Qualified Beneficiary experiences the Qualifying Event if the Qualified Beneficiary fails to make timely payment of the required contribution.
- 8.7 <u>Contribution</u>. The monthly cost or the premium for coverage hereunder shall be calculated as follows: "the amount of the annual Employer Allowance credited to the Employee's account for the current Plan Year divided by 12." A Qualified Beneficiary shall only be entitled to continuation coverage provided such Qualified Beneficiary pays the applicable premium required by the Employer in full and in advance. A Qualified Beneficiary may elect to pay such premium in monthly installments. Notwithstanding, for an election made during the Election Period, this Plan will permit payment of the required premium for continuation coverage during the period preceding the election provided payment is made within forty-five (45) days of the date of the election.

# ARTICLE IX HIPPA AND SECURITY STANDARDS

- 9.1 Applicability. The provisions of this Section shall apply only to extent this Plan constitutes a "health plan" under 45 CFR §160.103 that uses or discloses "protected health information ("PHI") or "electronic protected health information" ("electronic PHI") as those terms are defined under 45 CFR §§160 and 164, as amended from time to time (the "HIPAA Privacy Rule") and 45 CFR §§160, 162, and 164, as amended from time to time (the "HIPAA Security Rule") (collectively, the "HIPAA Rules").
- 9.2 <u>Protection of Individually Identifiable Health Information</u>. The Employer and the Plan have adopted policies and procedures ("HIPAA Policy") for the sole and limited purpose of complying with the HIPAA Rules. The manner in which these provisions will be administered shall in no way affect, or be taken into account in determining, the benefits under the Plan with respect to any individual.
- 9.3 <u>Definitions</u>. The defined terms and phrases used in this Article shall carry the same meaning and intent set forth under the HIPAA Rules, and in some instances may replace the defined terms listed generally in Article II and to the extent of any conflict between the terms set forth herein and those of Article II, the defined terms shall carry the meaning prescribed under the HIPAA Rules.
- 9.4 Protected Health Information. For purposes of this Article IX, Protected Health Information (or "PHI") means information that (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (c) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (d) is transmitted or maintained in electronic media or in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, records described at 20 U.S.C. § 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.
- 9.5 <u>Identity of Plan Sponsor</u>. The Employer shall be the Plan Sponsor for purposes of the Privacy Rule when performing Plan administration functions or Plan Sponsor functions, when acting on behalf of the Plan with respect to its obligations under the Privacy Rule, and when acting on behalf of the Plan's participants and beneficiaries with respect to Participation and Enrollment Information. The Privacy Official shall act for the Plan Sponsor and shall be entitled to delegate its powers and responsibilities in accordance with its usual practices.
- 9.6 <u>Responsibilities and Undertakings</u>. The Plan Sponsor shall be responsible for making any necessary certifications to the Plan. Such certifications shall be delivered to the Plan's Privacy Official.
  - 9.7 Uses and Disclosures of Protected Health Information.

- (a) <u>Certification</u>. The Plan, and any Health Insurance Issuer or Health Maintenance Organization with respect to the Plan, may disclose PHI to the Plan Sponsor only following receipt of the Plan Sponsor's certification that the Plan has been amended in accordance with the requirements of the Privacy Rule.
- (b) <u>Plan Administration</u>. The Plan Sponsor shall be permitted to the limited use and disclosure of PHI for purposes of plan administration, including all Payment Activities and health care operations, as permitted under the HIPAA Policy.
- (c) <u>Compliance with Privacy Rule</u>. The Plan Sponsor shall be entitled to those uses and disclosures of PHI as permitted by the Privacy Rule to the extent necessary for compliance, including but not limited to any uses and disclosures permitted (1) without permission from an individual; (2) only with explicit or implicit authorization; or (3) because the PHI has been cleansed.
- (d) <u>Participation and Enrollment Information</u>. Participation and Enrollment Information may be disclosed as necessary to the Plan Sponsor.
- (e) <u>Summary Health Information</u>. Summary Health Information may be disclosed to the Plan Sponsor for the limited purpose of performing Plan Sponsor functions.
- (f) <u>Individuals With Access to PHI</u>. The Privacy Official and his or her delegates, if any, are permitted to have access to PHI disclosed to or by the Plan. In addition, the Plan Sponsor shall designate the individual(s) or group(s) of individuals under the direct control of the Plan Sponsor who are permitted to have access to PHI disclosed by or to the Plan.
- (g) <u>Limitations on Disclosures of, Access to, and Uses of PHI</u>. PHI may be disclosed from the Plan only for Plan Administration Functions performed on behalf of the Plan, and the other purposes identified in the Plan's HIPAA Policy.
- 9.8 <u>Health Information Security</u>. In accordance with the HIPAA Rules, the Plan Sponsor shall:
  - (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Plan;
  - (b) Ensure that adequate separation, as required by the HIPAA Security Rule, is supported by reasonable and appropriate security measures;
  - (c) Require any agent to whom it provides this information to agree to implement reasonable and appropriate security measures to protect the electronic PHI; and
  - (d) Report to the Plan any successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI or interference with system operations in an information system containing PHI of which the Plan Administrator becomes aware.

# ARTICLE X MISCELLANEOUS

- 10.1 Amendment and Termination. The Employer may amend or terminate this Plan at any time by action of the Employer, subject to any restrictions on the modification of benefits provided under a memorandum of understanding between the Employer and a collective bargaining unit. The Employer may amend or modify this Plan retroactively to enable the Plan to provide non-taxable medical expense reimbursement benefits under Code Section 105. No amendment shall deprive any Participant or beneficiary of any benefit to which he or she is entitled under this Plan with respect to contributions previously made, and no amendment shall provide for the use of funds or assets other than for the benefit of Employees and their beneficiaries, except as may be specifically authorized by statute or regulation.
- 10.2 <u>Effect of Plan on Employment</u>. The Plan shall not be deemed to constitute a contract of employment between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge will have upon him as a Participant of this Plan.
- 10.3 <u>Alienation of Benefits</u>. No benefit under this Plan may be voluntarily or involuntarily assigned or alienated.
- 10.4 <u>Payments to Beneficiary</u>. With respect to benefits otherwise payable to a deceased Participant as a result of a claim arising before such Participant's death, shall be paid to the decedent's Spouse, or, if there is no surviving spouse, to the Participant's estate.
- 10.5 <u>Facility of Payment</u>. If the Employer deems any person incapable of receiving benefits to which he or she is entitled by reason of minority, illness, infirmity, or other incapacity, it may direct that payment be made directly for the benefit of such person or to any person selected by the Employer to disburse it, whose receipt shall be a complete acquittance therefor. Such payments shall, to the extent thereof, discharge all liability of the Employer.
- 10.6 <u>Proof of Claim</u>. As a condition of receiving benefits under the Plan, any person may be required to submit whatever proof the Employer may require (either directly to the Employer or to any person delegated by it).
- 10.7 <u>Status of Benefits</u>. The Employer believes that this Plan is written in accordance with Code Section 105 and that it provides certain benefits to Employees which are free from Federal income tax under the Code. This Plan has not been submitted to the Internal Revenue Service for approval and thus there can be and is no assurance that intended tax benefits will be available. Any Participant, by accepting a benefit under this Plan, agrees to be liable for any tax plus interest that may be imposed with respect to those Benefits.
- 10.8 <u>Applicable Law</u>. The Plan shall be construed and enforced according to the laws of the State of California to the extent not pre-empted by any federal law.

- 10.9 <u>Severability</u>. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Plan shall be construed and enforced as if such provision had not been included.
- 10.10 <u>Heirs and Assigns</u>. This Plan shall be binding upon the heirs, executors, administrators, successors and assigns of all parties, including each Participant and beneficiary.
- 10.11 <u>Headings and Captions</u>. The headings and captions set forth in the Plan are provided for convenience only, shall not be considered part of the Plan, and shall not be employed in construction of the Plan.
- 10.12 <u>Multiple Functions</u>. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.
- 10.13 <u>Source of Payments</u>. The Employer shall be the sole source of Benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the District upon termination of employment or otherwise except as provided from time to time under the Plan, and then only to the extent of the Benefits which are payable under the Plan to such Employee or beneficiary.

[SIGNATURE FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Employer has caused this Alpine Springs County Water District Health Expense Reimbursement Plan to be executed on December 10<sup>th</sup>, 2021.

<b>EMPLOY</b>	ER:		
ALPINE DISTRICT		COUNTY	WATE
By: Name:			

APPROVED AS TO FORM AND CONTENT:

By: \_\_\_\_\_\_\_ Isabel Safie, Best Best & Krieger

# SCHEDULE "A" SCHEDULE OF BENEFITS

as of January 1, 2022

The following Schedule of Benefits, which may be updated or revised as required after such time as the Board of Directors of the District has approved any changes to the Employer Allowance, specifies the Benefits offered to Participants. All terms used in this schedule which are capitalized and not defined herein shall be defined in accordance with the definitions found in Article II of the Plan.

For purposes of the Schedule of Benefits, the term "Health Benefit Contribution" shall refer to the average cost of premiums for the PERS Gold and PERS Platinum plans in Region 1, based on the coverage level in which a Participant enrolls.

Employer Allowance as of January 1, 2022

A monthly contribution equal to the excess, if any, of the Health Benefit Contribution over the premium of any CalPERS medical insurance plan in which a Participant has enrolled.

### CERTIFICATION OF ALPINE SPRINGS COUNTY WATER DISTRICT TO ALPINE SPRINGS COUNTY WATER DISTRICT HEALTH EXPENSE REIMBURSEMENT PLAN

The ALPINE SPRINGS COUNTY WATER DISTRICT is the sponsor of the ALPINE SPRINGS COUNTY WATER DISTRICT HEALTH EXPENSE REIMBURSEMENT PLAN. The Plan includes health care components within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The health care components of the Plan include the following separate group health plan:

### Self-funded health reimbursement arrangement

The Plan is a group health plan within the meaning of HIPAA. The Plan and the ALPINE SPRINGS COUNTY WATER DISTRICT desire to exchange health information protected under HIPAA for purposes related to administration of the Plan. The ALPINE SPRINGS COUNTY WATER DISTRICT, acting in its capacity as plan sponsor of the Plan ("Plan Sponsor") makes the following certifications for purposes of administering the Plan as required by the "Standards for Privacy of Individually Identifiable Health Information," 45 CFR § 164.102 et seq. (the "Privacy Rule"):

The plan document of the Plan incorporates the following provisions and Plan Sponsor agrees to:

- not use or further disclose any PHI received from the Plan (including any health insurance issuer or HMO with respect to the group health plan) except as permitted or required by the Plan documents or required by law;
- ensure that any agents to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;
  - not use or disclose PHI for employment-related actions and decisions;
- not use or disclose PHI in connection with any other benefit plan, program, or arrangement of ALPINE SPRINGS COUNTY WATER DISTRICT except to the extent such other benefit plan, program or arrangement is part of an organized health care arrangement of which the Plan also is a part;
- report to the Plan any use or disclosure of PHI that is inconsistent with the uses and disclosures specified in the Plan of which it becomes aware;
- give individuals access rights to PHI in its possession in accordance with 45 CFR §164.524 and the policies and procedures of the Plan;
- permit individuals to request amendment of their PHI in the Plan Sponsor's possession, and to make any necessary amendments, in accordance with 45 CFR §164.526 and the policies and procedures of the Plan;

- make information available to provide any necessary accounting of disclosures of PHI in accordance with 45 CFR §164.528 and the policies and procedures of the Plan;
- make its internal practices, books, and records relating to the use and disclosure of PHI from the Plan available to the Secretary of the Department of Health and Human Services for purposes of determining the Plan's compliance with the Privacy Rule;
- if feasible, return to the Plan or destroy any PHI from the Plan that it maintains in any form, and retain no copies of the PHI when the PHI is no longer needed for the purpose for which disclosure was originally made. If it is not feasible to return or destroy the PHI, the Plan Sponsor agrees that it shall further limit any uses and disclosures to those purposes that make the return or the destruction of the information not feasible; and
- ensure that adequate separation between the Plan Sponsor and the Plan is established.

<u>PLAN SPONSOR</u>	PLAN
ALPINE SPRINGS COUNTY WATER DISTRICT	ALPINE SPRINGS COUNTY WATER DISTRICT HEALTH EXPENSE REIMBURSEMENT PLAN
Ву:	By:
Name:	Name:
Title:	Title: Privacy Official
Dated:	Dated:

# ALPINE SPRINGS COUNTY WATER DISTRICT RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN

The ALPINE SPRINGS COUNTY WATER DISTRICT ("District") hereby establishes the ALPINE SPRINGS COUNTY WATER DISTRICT RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN ("Plan") for the benefit of certain retirees described herein effective January 1, 2022.

### ARTICLE I PURPOSE

This Plan shall be known as the ALPINE SPRINGS COUNTY WATER DISTRICT RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN. This Plan is an "employee welfare benefit plan," established to provide health and welfare benefits to certain retirees of the District. These benefits are to be provided through group contracts with third party insurers. The Plan is intended as an uninsured health reimbursement arrangement to provide reimbursement of health insurance premiums. The Plan is intended to qualify as an accident and health plan and a group health plan under applicable provisions of the Code, and as a health reimbursement arrangement. It is further intended that the benefits paid to eligible retirees be excluded from their gross income pursuant to Section 105(b) of the Code.

# ARTICLE II DEFINITIONS

The following words and phrases as used in this Plan shall have the following meanings, unless a different meaning is plainly required by the context:

- 2.1 Allowance. "Allowance" shall refer to the amount set forth at Schedule "A".
- 2.2 <u>Base Contribution Rate</u>. "Base Contribution Rate" shall refer to the rate of contribution applicable to the District as determined under the provisions of Section 22892(b) of the California Government Code which is paid directly by the District to CalPERS on behalf of a Participant.
- 2.3 <u>Benefits</u>. "Benefits" shall refer to benefits available to Participants in accordance with Section 4.1 of this Plan.
  - 2.4 <u>Board</u>. "Board" shall refer to the Board of Administration of CalPERS.
- 2.5 <u>Board of Directors</u>. "Board of Directors" shall refer collectively to the members of the board of directors of the District.
- 2.6 <u>CalPERS</u>. "CalPERS" shall refer to the California Public Employees' Retirement System created under the authority of the Public Employees' Retirement Law as provided under Section 20000 et. seq. of the California Government Code and as administered by the Board.

- 2.7 <u>Code</u>. "Code" shall mean the Internal Revenue Code of 1986, as may be amended from time to time.
- 2.8 <u>Dependent Child</u>. "Dependent Child" shall refer to a dependent child, as defined under the terms of the health benefit plan in which the Participant is enrolled in during the Plan Year.
- 2.9 <u>Dependent Domestic Partner</u>. "Dependent Domestic Partner" shall mean a Domestic Partner who meets the following five requirements: (1) Domestic Partner has the home of Participant as his or her principal abode and is a member of Participant's household during the entire taxable year of Participant; (2) Domestic Partner's gross income for the calendar year in which such taxable year begins is less than the exemption amount, as defined in Section 151(d) of the Code; (3) Domestic Partner receives more than half of his or her support from Participant for the year; (4) Domestic Partner is not a qualifying child, as defined in Section 152(c) of the Code, of any taxpayer for any taxable year beginning in the calendar year in which such taxable year begins; and (5) the relationship between Domestic Partner and Participant is not in violation of local law.
- 2.10 <u>District</u>. "District" shall refer to the ALPINE SPRINGS COUNTY WATER DISTRICT.
- 2.11 <u>Domestic Partner</u>. "Domestic Partner" shall mean a registered domestic partner of a Participant who has fulfilled the requirements provided in Section 297 of the California Family Code.
  - 2.12 Effective Date. "Effective Date" shall mean January 1, 2022.
- 2.13 <u>ERISA</u>. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as may be amended from time to time.
- 2.14 <u>Health Benefit Plan</u>. "Health Benefit Plan" shall refer to a health benefit plan approved or maintained by the Board, which is available to CalPERS members.
- 2.15 <u>Participant</u>. "Participant" shall refer to a Retired Employee that has satisfied the eligibility requirements of Section 3.1, has submitted an election form to the Plan Administrator in accordance with Section 3.2, and participates in a Health Benefit Plan.
- 2.16 <u>Plan</u>. "Plan" shall mean the ALPINE SPRINGS COUNTY WATER DISTRICT RETIREE HEALTH PREMIUM REIMBURSEMENT PLAN, as may be amended from time to time.
- 2.17 <u>Plan Administrator</u>. "Plan Administrator" means the District or any person or entity appointed by the District to administer this Plan on its behalf.
- 2.18 <u>Plan Year</u>. "Plan Year" means the twelve (12) consecutive month period commencing January 1 and ending on December 31.

- 2.19 <u>Retired Employee</u>. "Retired Employee" shall refer to an employee of the District who retired from service with the District prior to January 1, 2022 through CalPERS. An employee is deemed to be "retired from service with the District" if his or her effective retirement date is within 120 days of separation from employment with the District and he or she is receiving a service or disability retirement allowance from CalPERS resulting from the individual's service to the District.
- 2.20 <u>Reimbursement Amount</u>. "Reimbursement Amount" shall refer to the reimbursement by the District to a Participant for health insurance premiums actually paid by the Participant in an amount not to exceed the difference between the Tier 1 Allowance and the Minimum Employer Contribution. Such Reimbursement Amount is intended for the purpose of reimbursing a Participant for health insurance premiums paid by the Participant and shall only be paid upon the District receiving satisfactory substantiation of the Participant's payment of such premiums.
- 2.21 <u>Spouse</u>. "Spouse" means a spouse by legal marriage of the Participant. "Spouse" shall not include an individual from whom a Participant is legally separated.

# ARTICLE III ELIGIBILITY

- 3.1 <u>Eligibility</u>. This Plan shall cover all Retired Employees. A Retired Employee who is eligible to participate in this Plan pursuant to this Section 3.1 shall be eligible to receive Benefits as of the later of the Effective Date or the date that he or she submits the election form required under Section 3.2. A Retired Employee who has met the foregoing eligibility requirements shall be referred to as a Participant.
- 3.2 <u>Participation</u>. All eligible Retired Employees shall submit a duly completed election form to the Plan Administrator, in the form provided by the Plan Administrator, to commence participation in the Plan. Participants shall not be required to submit a subsequent election form prior to each Plan Year unless a Participant chooses to make a change in election in accordance with Section 3.3. A Participant's election to participate in the Plan shall continue to be valid until expressly revoked or altered.
- 3.3 <u>Change In Election</u>. A Participant shall be permitted to revoke or modify his or her election of benefits upon the occurrence of a Qualifying Event (as defined in Section 6.2(d)) by submitting a completed election form to the Plan Administrator. All other election changes shall be accepted only during the annual open enrollment period as prescribed by the Plan Administrator.

#### 3.4 Survivor's Death Benefit Coverage.

(a) <u>In General</u>. The surviving Spouse or Domestic Partner of a Participant ("Survivor") shall be eligible to continue receiving Benefits under this Plan following the Participant's death if the Survivor was participating in the Plan as of the Participant's date of death <u>and</u> the Survivor is eligible to enroll in a Health Benefit Plan. The Benefits available to a Survivor shall be based on the Benefits for which such Participant was eligible prior to his or her death.

- (b) <u>Effect on Other Coverage</u>. This survivor's benefit shall neither replace nor supplement any rights to continuation coverage available to the Survivor under a separate group health plan sponsored by the District.
- (c) <u>Effect of Remarriage or Subsequent Domestic Partnership</u>. Upon the remarriage of a Survivor or upon the creation of a subsequent domestic partnership under Section 297 of the California Family Code between a Survivor and another individual, such Survivor receiving Benefits under this Section prior to such event may continue to be eligible for continued Benefits if such individual meets the eligibility requirements of CalPERS. Notwithstanding the preceding, the subsequent spouse or Domestic Partner of the Survivor, or any dependent child of the subsequent spouse or Domestic Partner, shall not be eligible to participate in this Plan or receive any benefits under this Plan.
- (d) <u>Effect of Employee's Death Prior to Eligibility</u>. In the event of the death of an employee that would otherwise be eligible to participate in this Plan as a Retired Employee but for his or her death prior to his or her eligibility under this Plan, a Survivor shall be eligible to receive benefits under this Plan but only if he or she is eligible to enroll in a Health Benefit Plan.
- 3.5 <u>Coverage Level</u>. A Participant shall be required to enroll only in the coverage level for which they are eligible. To the extent a change in family status causes the coverage level to which the Participant is eligible to decrease (i.e., from Employee plus 1+ to Employee Only), the Participant shall promptly inform the District. Any excess premiums paid by the District which are not subsequently reimbursed by CalPERS as a result of a Participant's delay, shall be reimbursed by Participant to the District unless the District waives this obligation.

# ARTICLE IV BENEFITS AND CONTRIBUTIONS

- 4.1 <u>Benefits</u>. Each Participant shall be entitled to an Allowance from the District to be credited against the premium for the Health Benefit Plan in which the Participant enrolls in for the Plan Year, in the following amounts and payable in the following forms: (1) Base Contribution Rate payable by the District directly to CalPERS, and (2) Reimbursement Amount payable to the Participant. The combined Base Contribution Rate and Reimbursement Amount shall not exceed the Allowance.
- (a) <u>Substantiation</u>. The Reimbursement Amount is intended for the purpose of reimbursing a Participant for health insurance premiums actually paid by the Participant and shall only be paid upon the District receiving satisfactory substantiation of the Participant's payment of the premiums. The District shall obtain such substantiation by reviewing the monthly invoice that it receives from CalPERS. The District, or its designee, shall use this information to determine the Reimbursement Amount.

#### 4.2 <u>The District and Participant Contributions.</u>

(a) <u>The District Contributions</u>. The District shall bear the entire cost of providing the Benefits available under this Plan.

- (b) <u>Participant Contributions</u>. There are no Participant contributions permitted to the Plan for Benefits provided under the Plan.
- (c) <u>No Funding Under Cafeteria Plan</u>. Under no circumstances will the Benefits be funded with salary reduction contributions, employer contributions (e.g., flex credits) or otherwise under a cafeteria plan, nor will salary reduction contributions or employer contributions under a cafeteria plan be treated as the District contributions to the Plan.
- 4.3 <u>Taxable Benefits</u>. Any Benefits provided to a Domestic Partner, other than a Dependent Domestic Partner, shall constitute wages of the Participant and shall be subject to inclusion in the gross income of the Participant.

### ARTICLE V ADMINISTRATION

### 5.1 Allocation of Responsibility for Administration.

- (a) <u>Plan Administrator</u>. The Plan Administrator shall have only those powers, duties, responsibilities and obligations as are specifically given to the Plan Administrator under the Plan or under any administration agreement between the Plan Administrator and the District.
- (b) <u>The District Responsibilities</u>. The District shall have the sole responsibility for making the contributions provided for under Article IV and shall have the sole authority to amend or terminate, in whole or in part, the Plan at any time.
- (c) <u>Administrator's Responsibilities</u>. The Plan Administrator shall have the sole responsibility for the administration of the Plan, as set forth herein. The Plan Administrator warrants that any directions given, information furnished, or action taken by him or her shall be in accordance with the provisions of the Plan authorizing or providing for such direction, information or action. The Plan Administrator shall be responsible for the proper exercise of his, her or its own powers, duties, responsibilities and obligations under this Plan and shall not be responsible for any act or failure to act of another employee. Neither the Plan Administrator nor the District makes any guarantee to any Participant for any loss or other event because of Participant's participation in the Plan.
- (d) <u>Transfer of Duties</u>. The District may, at any time, assign all or any portion of the Plan Administrator's duties to a third party.

#### 5.2 Powers and Duties of Plan Administrator.

(a) <u>Powers and Duties Delegated to Plan Administrator</u>. The Plan Administrator shall supervise the administration of the Plan. The Plan Administrator shall be responsible for ensuring that the terms and conditions of the Plan are carried out for the exclusive benefit of persons entitled to participate in the Plan without discrimination. The Plan Administrator shall have full power to administer the Plan, subject to the applicable requirements of the law and any administration agreement executed by and between the District and Plan Administrator. For this purpose, the Plan Administrator's powers shall include the following:

- (1) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any Benefits hereunder;
- (2) to prescribe the procedures for Participants to follow in filing applications for Benefits and to prepare forms to be used by Participants;
- (3) to prepare and distribute, in such manner as the Plan Administrator determines appropriate, information explaining the Plan;
- (4) to receive from the District, Participants and other persons, such information as shall be necessary for the proper administration of the Plan;
- (5) to furnish to the District and Participants, upon request, annual reports detailing the administration of the Plan;
- (6) to receive, review and keep on file such records pertaining to the Plan as the Plan Administrator deems convenient and proper;
  - (7) to allocate his, her or its administrative responsibilities;
- (8) to appoint or employ individuals and any other agents the Plan Administrator deems advisable, including legal and actuarial counsel, to assist in the administration of the Plan;
- (9) to adopt such rules as the Plan Administrator deems necessary, desirable or appropriate, subject to applicable laws. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances; and
- (10) to take all other steps necessary to properly administer the Plan in accordance with its terms and conditions and the requirements of applicable laws.
- (b) <u>Powers and Duties Not Delegated to Plan Administrator</u>. The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any Benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for Benefits under the Plan, except as may be expressly provided herein. Interpretations of the provisions of the Plan shall not be deemed to be additions, subtractions or modifications of the Plan.
- 5.3 <u>Indemnification of Employee Administrator</u>. The District agrees to indemnify any employee serving as Plan Administrator (including any employee or former employee who formerly served as Plan Administrator), against any and all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by Board of Directors) occasioned by any act or omission to act in connection with the Plan, if such act or omission is made in good faith pursuant to the provisions of the Plan and not as a result of the Plan Administrator's gross negligence or willful misconduct.

5.4 <u>Claims Procedure</u>. All claims for benefits that are provided through insurance contracts, whether such contracts are between an insurer and the District or an insurer and Participant, shall be made by filing a claim for benefits in accordance with the claims procedure set forth under the insurance contract. The District does not have the authority or responsibility for processing, reviewing or paying such claims. All disputes regarding those claims shall be resolved in accordance with the procedures set forth in the separate document concerning those benefits.

### ARTICLE VI COBRA CONTINUATION COVERAGE

- 6.1 <u>In General</u>. This Article VI shall apply to Benefits provided to Participants under the Plan, but only to the extent that the Benefits selected pertain to health care coverage providing medical, surgical or hospital benefits and to plans providing ancillary medical coverage such as dental or prescription drug benefits. This coverage shall be continued pursuant to the continuation coverage provisions of the Public Health Service Act, as set forth in 42 U.S.C. §300bb-1 et seq. ("PHSA"), and any amendments thereto with respect to Participant and his or her Dependent Child, his or her Spouse or Dependent Domestic Partner. And with respect to Domestic Partners covered under this Plan and to the extent that it offers greater protection than PHSA for all other eligible individuals, continuation coverage shall be pursuant to the California Continuation Benefits Replacement Act, as set forth in the California Health and Safety Code §1366.20 et seq.
- 6.2 <u>Definitions</u>. For purposes of this Article VI, the following words and phrases are intended to supplement, and in some instances replace, the defined terms listed generally in Article II and to the extent of any conflict between the terms set forth in this Section and those of Article II, the defined terms set forth in this Section shall control:
- (a) <u>Covered Individual</u>. "Covered Individual" shall mean any individual who receives (or received) Benefits under the Plan as a Participant.
- (b) <u>Election Period</u>. "Election Period" shall mean the sixty (60) day period during which a Qualified Beneficiary who would lose coverage as a result of a Qualifying Event may elect continuation coverage. This sixty (60) day period begins not later than the date of termination of coverage as a result of a Qualifying Event and ends not earlier than the sixty (60) days after the later of such date of termination of coverage or the receipt of notice of the right to elect continuation coverage under this Plan.
- (c) <u>Qualified Beneficiary</u>. "Qualified Beneficiary" shall mean any individual who, on the day before a Qualifying Event is a beneficiary under the Plan as a (i) Participant, (ii) Spouse; (iii) Dependent Child, or (iv) Domestic Partner. Qualified Beneficiary shall also include a child who is born to (or placed for adoption with) a Covered Individual during the coverage period. The term Qualified Beneficiary does not include an individual whose status as a Covered Individual is attributable to a period in which such individual is a nonresident alien who received no earned income from the District which constituted income from sources within the United States (within the meaning of Code Sections 911(d)(2) and 861(a)(3)). If an individual is not a Qualified Beneficiary pursuant to this paragraph, a spouse or

dependent child of such individual shall not be considered a Qualified Beneficiary by virtue of the relationship to such individual.

- (d) <u>Qualifying Event</u>. "Qualifying Event" shall mean any of the following events which, but for the continuation coverage under this provision, would result in the loss of coverage to a Qualified Beneficiary:
  - (1) the death of the Participant; or
- (2) the divorce or legal separation of the Participant from his or her Spouse, or Domestic Partner with respect to state coverage.
- 6.3 <u>Continuation Coverage</u>. To the extent required by Section 6.1, a Qualified Beneficiary who would lose health coverage under this Plan as a result of a Qualifying Event is entitled to elect continuation coverage within the Election Period under this Plan. Coverage provided under this provision is on a contributory basis. No evidence of good health will be required. Except as otherwise specified in an election, any election by a Qualified Beneficiary who is a Covered Individual will be deemed to include an election for continuation coverage under this provision on behalf of any other Qualified Beneficiary who would lose coverage by reason of a Qualifying Event. If this Plan provides a choice among the types of coverage under this Plan, each Qualified Beneficiary is entitled to make a separate selection among such types of coverage (e.g., single, family, etc.).
- 6.4 <u>Type of Coverage</u>. Continuation coverage under this provision is coverage which is identical to the coverage provided under this Plan to similarly situated beneficiaries under this Plan with respect to whom a Qualifying Event has not occurred as of the time coverage is being provided. If coverage under this Plan is modified for any group of similarly situated beneficiaries, the coverage shall also be modified in the same manner for all Qualified Beneficiaries under this Plan in connection with such group. Continuation coverage available to a Qualified Beneficiary under this provision shall apply only to the type and level of health coverage under the Plan that a Qualified Beneficiary was actually receiving on the day before the Qualifying Event. The Qualified Beneficiary may change his or her election in accordance with Section 3.3.
- 6.5 <u>Coverage Period</u>. For most Qualifying Events, the coverage under this provision will extend for a maximum period of thirty-six (36) months after the date of the Qualifying Event.

### 6.6 Notification Requirements.

- (a) <u>Notification by Qualified Beneficiary</u>. Each Covered Individual or Qualified Beneficiary must notify the Plan Administrator of the occurrence of a divorce or legal separation of the Covered Individual from his or her Spouse or Domestic Partner within sixty (60) days after the date of such occurrence.
- (b) <u>Notification by the District</u>. The District shall notify the Plan Administrator within thirty (30) days of a Qualifying Event, as required by federal law.

### (c) Notification to Qualified Beneficiary.

- (1) The Plan Administrator shall provide written notice to each Covered Individual of his or her right to continuation coverage under this Section upon commencement of coverage under a component plan providing health coverage, as required by federal law, or state law if applicable.
- (2) The Plan Administrator shall notify any Qualified Beneficiary of the right to elect continuation coverage under this provision within fourteen (14) days of receiving notice of the occurrence of a Qualifying Event, as required by law. If the Qualifying Event is the divorce or legal separation of the Covered Individual from his or her Spouse or Domestic Partner, the Plan Administrator shall only be required to notify a Qualified Beneficiary of his or her right to elect continuation coverage if the Participant, or his or her Spouse or Domestic Partner, notifies the Plan Administrator of such Qualifying Event within sixty (60) days after the date of such Qualifying Event.

Notification of the requirements of this provision to the Spouse or Domestic Partner of a Participant shall be treated as notification to all other Qualified Beneficiaries residing with such Spouse or Domestic Partner at the time notification is made.

- 6.7 <u>Termination of Continuation Coverage</u>. The continuation coverage provided in this Article VI shall be terminated prior to the expiration of the coverage period provided in Section 6.5 upon the earlier of the following:
- (a) the date on which the District ceases to provide any group health plan to any employee;
- (b) the date on which Qualified Beneficiary fails to make timely payment, as set forth in Section 6.8(b), of the required contribution pursuant to this Article;
- (c) the date on which Qualified Beneficiary first becomes, after the date of the election, covered under any other group health plan as an employee or dependent. However, if the other group health plan has a preexisting condition limitation, continuation coverage under the Plan will not cease while such preexisting condition limitation under the group plan remains in effect (taking into account prior creditable coverage under the portability rules of the Health Insurance Portability and Accountability Act of 1996); or
- (d) the date on which Qualified Beneficiary becomes entitled to benefits under Medicare.

#### 6.8 Contribution.

(a) A Qualified Beneficiary shall only be entitled to continuation coverage provided such Qualified Beneficiary pays the applicable premium required by the District to the Plan Administrator in full and in advance, except as provided in (b) below. Such premium shall not exceed the requirements of applicable federal law. A Qualified Beneficiary may elect to pay such premium in installments if permitted by the Plan Administrator.

- (b) Except as provided in (c) below, the payment of any premium shall be considered to be timely if made within thirty (30) days after the date due, or within such longer period of time as applies to or under this Plan.
- (c) Notwithstanding (a) or (b) above, if an election is made after a Qualifying Event during the election period, this Plan will permit payment of the required initial premium for continuation coverage during the period preceding the election to be made within forty-five (45) days of the date of the election.
- (d) A premium payment received by the Plan Administrator which is deficient by an insignificant amount shall be treated as full payment of the premium amount. For purposes of this Section, an insignificant amount is an amount not greater than the lesser of (i) ten percent (10%) of the required amount; or (ii) fifty dollars (\$50). Alternatively, in the event the Plan Administrator receives an insufficient premium payment, the District and/or the Plan Administrator retain the option of takings steps to collect the deficient insignificant amount by notifying the Qualified Beneficiary of the deficiency and allowing thirty (30) days after the date of the notice for payment of the deficiency.

## ARTICLE VII HIPAA PRIVACY STANDARDS

- 7.1 Protection of Individually Identifiable Health Information. The District and the Plan have adopted policies and procedures ("Privacy Policy") for the sole and limited purpose of complying with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR § 164.102 et seq., as amended (the "Privacy Rule"). The manner in which these provisions will be administered shall in no way affect, or be taken into account in determining, the benefits under the Plan with respect to any individual.
- 7.2 <u>Definitions</u>. The defined terms and phrases used in this Article shall carry the same meaning and intent set forth under the Privacy Rule, and in some instances may replace the defined terms listed generally in Article II and to the extent of any conflict between the terms set forth herein and those of Article II, the defined terms shall carry the meaning prescribed under the Privacy Rule.
- 7.3 Protected Health Information. For purposes of this Article VII, Protected Health Information (or "PHI") means information that (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is limited to the information created or received by Business Associate, or is made accessible to Business Associate. Further, PHI means individually identifiable information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, records described at 20 U.S.C. § 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.

- 7.4 <u>Identity of Plan Sponsor</u>. The District shall be the Plan Sponsor for purposes of the Privacy Rule when performing Plan administration functions or Plan Sponsor functions, when acting on behalf of the Plan with respect to its obligations under the Privacy Rule, and when acting on behalf of the Plan's participants and beneficiaries with respect to Participation and Enrollment Information. The Privacy Official shall act for the Plan Sponsor and shall be entitled to delegate its powers and responsibilities in accordance with its usual practices.
- 7.5 <u>Responsibilities and Undertakings</u>. The Plan Sponsor shall be responsible for making any necessary certifications to the Plan. Such certifications shall be delivered to the Plan's Privacy Official. The Plan Sponsor also undertakes and agrees that it:
  - (a) Shall not use or disclose any PHI except as to those uses specifically permitted under the Privacy Rule.
  - (b) Shall require any agents or subcontractors to whom it discloses PHI to agree to the same restrictions on the use and disclosure of PHI as apply to the Plan Sponsor.
  - (c) Shall not use or disclose PHI for any employment-related actions of the District.
  - (d) Shall not use or disclose PHI in connection with any other benefits or benefit plan, program, or arrangement of the District.
  - (e) Shall report to the Privacy Official any uses or disclosures of PHI inconsistent with the Privacy Policy of which it becomes aware.
  - (f) Shall make PHI available in accordance with an individual's right of access in accordance with the Privacy Policy.
  - (g) Shall make PHI available for amendment and shall incorporate amendments in accordance with the Privacy Policy.
  - (h) Shall make information available to provide any required accounting of disclosures of PHI in accordance with the Privacy Policy.
  - (i) Shall make available to the Secretary of Health and Human Services its internal practices, books, and records relating to the use and disclosure of PHI from the Plan for purposes of determining the Plan's compliance with the Privacy Rule.
  - (j) Shall, if feasible, return to the Plan or destroy any PHI from the Plan that it maintains in any form, and shall retain no copies of the PHI when the PHI is no longer needed for the purpose for which disclosure was originally made. If it is not feasible to return or destroy the PHI, the Plan Sponsor agrees that it shall further limit any uses and disclosures to those purposes that make the return or

the destruction of the information not feasible.

(f) Shall ensure that adequate separation between the Plan Sponsor and the Plan is established.

#### 7.6 Uses and Disclosures of Protected Health Information.

- (a) <u>Certification</u>. The Plan, and any Health Insurance Issuer or Health Maintenance Organization with respect to the Plan, may disclose PHI to the Plan Sponsor only following receipt of the Plan Sponsor's certification that the Plan has been amended in accordance with the requirements of the Privacy Rule.
- (b) <u>Plan Administration</u>. The Plan Sponsor shall be permitted to the limited use and disclosure of PHI for purposes of plan administration, including all Payment Activities and health care operations, as permitted under the Plan's Privacy Policy.
- (c) <u>Compliance with Privacy Rule</u>. The Plan Sponsor shall be entitled to those uses and disclosures of PHI as permitted by the Privacy Rule to the extent necessary for compliance, including but not limited to any uses and disclosures permitted (1) without permission from an individual; (2) only with explicit or implicit authorization; or (3) because the PHI has been cleansed.
- (d) <u>Participation and Enrollment Information</u>. Participation and Enrollment Information may be disclosed as necessary to the Plan Sponsor.
- (e) <u>Summary Health Information</u>. Summary Health Information may be disclosed to the Plan Sponsor for the limited purpose of performing Plan Sponsor functions.
- (f) <u>Individuals With Access to PHI</u>. The Privacy Official and his or her delegates, if any, are permitted to have access to PHI disclosed to or by the Plan. In addition, the Plan Sponsor shall designate the individual(s) or group(s) of individuals under the direct control of the Plan Sponsor who are permitted to have access to PHI disclosed by or to the Plan.
- (g) <u>Limitations on Disclosures of, Access to, and Uses of PHI</u>. PHI may be disclosed from the Plan only for Plan Administration Functions performed on behalf of the Plan, and the other purposes identified in the Plan's Privacy Policy.

# ARTICLE VIII AMENDMENT; TERMINATION

- 8.1 <u>Amendment</u>. The Plan may be amended by the Board of Directors at any time and from time to time. This Plan may be amended by a written resolution adopted by a majority of the Board of Directors.
- 8.2 <u>Termination</u>. The Plan may be terminated at any time by the District. Termination of the Plan shall be effected by a written resolution adopted by a majority of the Board of Directors.

## ARTICLE IX MISCELLANEOUS

- 9.1 <u>Non-Assignability and Facility of Payment</u>. Benefits payable under the Plan are not in any way subject to the debts or other obligations of the persons entitled thereto and may not be voluntarily or involuntarily sold, transferred or assigned to any person or persons other than the provider or providers of such Benefits. When any person entitled to Benefits under the Plan is under a legal disability or, in the Plan Administrator's opinion, is unable to manage his or her affairs, then, to the extent permitted under the applicable group contract, the Plan Administrator may cause his or her Benefit to be paid to his or her legal representative for his or her benefit, or to be applied for his or her benefit in any other manner that the Plan Administrator may determine.
- 9.2 <u>Mistake of Fact</u>. Any misstatement or any other mistake of fact in any notice or other document filed with the District or Plan Administrator shall be corrected when it becomes known and proper adjustment made by reason thereof. Neither the District nor the Plan Administrator shall be liable in any manner for any determination of fact made in good faith.
- 9.3 <u>Source of Payments</u>. The District shall be the sole source of Benefits under the Plan. No Participant shall have any right to, or interest in, any assets of the District except as provided from time to time under the Plan, and then only to the extent of the Benefits which are payable under the Plan to such Participant.
- 9.4 <u>Status of Benefits</u>. The District believes that this Plan is written in accordance with Section 105 of the Code and that it provides certain benefits to Participants which are free from Federal income tax under the Code. This Plan has not been submitted to the Internal Revenue Service for approval and thus there can be and is no assurance that intended tax benefits will be available. Any Participant, by accepting a benefit under this Plan, agrees to be liable for any tax plus interest that may be imposed with respect to those Benefits.
- 9.5 <u>Applicable Law.</u> Subject to the provisions of ERISA, which may be applicable and which provide to the contrary, this Plan, as amended from time to time, shall be administered, construed and enforced according to the laws of the State of California.
- 9.6 <u>Employment Rights</u>. Employment rights of an employee shall not be deemed to be enlarged or diminished by reason of the establishment of this Plan, nor shall any provisions of this Plan be deemed to confer any right upon any employee to be retained in the service of the District.
- 9.7 <u>Construction</u>. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine or neuter gender, and the singular shall be deemed to include the plural, and vice-versa, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or Section.

IN WITNESS WHEREOF, ALPINE SPRINGS COUNTY WATER DISTRICT has caused this ALPINE SPRINGS COUNTY WATER DISTRICT HEALTH REIMBURSEMENT PLAN to be executed on December  $10^{\text{th}}$ , 2021.

		ALPINE SPRINGS COUNTY WATER DISTRICT:
		By: Name: Title:
<u>APPI</u>	ROVED AS TO FORM AND CONT	TENT:
Ву:	Isabel Safie, Best Best & Krieger	×

# SCHEDULE "A" SCHEDULE OF BENEFITS

as of January 1, 2022

The following Schedule of Benefits, which may be updated or revised as required after such time as the Board of Directors of the District has approved any changes to the Allowance, specifies the Benefits offered to Participants. All terms used in this schedule which are capitalized and not defined herein shall be defined in accordance with the definitions found in Article II of the Plan.

Allowance as of January 1, 2022

100% of the cost of the PERS Gold Plan in Region 1 for the coverage level in which the Retired Employee has enrolled



AGENDA NO: E3

MEETING DATE: 12/10/2021

## **Staff Report**

TO:

**ASCWD Board of Directors** 

Date: December 3, 2021

FROM:

Joe Mueller, General Manager

SUBJECT:

CONTRACT AWARD TO CAROLLO ENGINEERS FOR WATER AND

WASTEWATER MASTER PLANNING SERVICES

#### **BACKGROUND:**

The District's Water and Wastewater Master Plan is a planning document used to guide the district staff in infrastructure management, capital improvement needs, water resources, and budgetary decision. The current Long-Range Water and Sewer Master Plan was prepared by LUMOS & Associates in December 2006.

The ASCWD Board approved as part of the fiscal year 2021 / 2022 Budget \$150,000 to update the Water and Wastewater Master Plan. Three consulting engineering firms were contacted to judge interest, discuss approach, and provided background data to allow for proposal preparation. All three firms Carollo Engineers, Stantec Consulting, and Nexgen Utility Management provide proposals.

#### **DISCUSSION:**

All three firms provide detailed well thought out proposals, staff reviewed each based on:

- Technical Qualifications
- Project Approach
- Local Knowledge
- Project Team Experience
- Schedule

While all three firms could provide professional high quality Master Plans, Carollo's local experience in the Tahoe area, combined with their risk-based CIP approach to rehabilitation and replacement of infrastructure ranked them the highest to perform the ASCWD Water And Wastewater Master Plan.

#### FISCAL IMPACT:

Execution of a contract with Carollo Engineers for the fee estimated amount of \$147,500 is within the project budget for this current fiscal year of \$150,000.

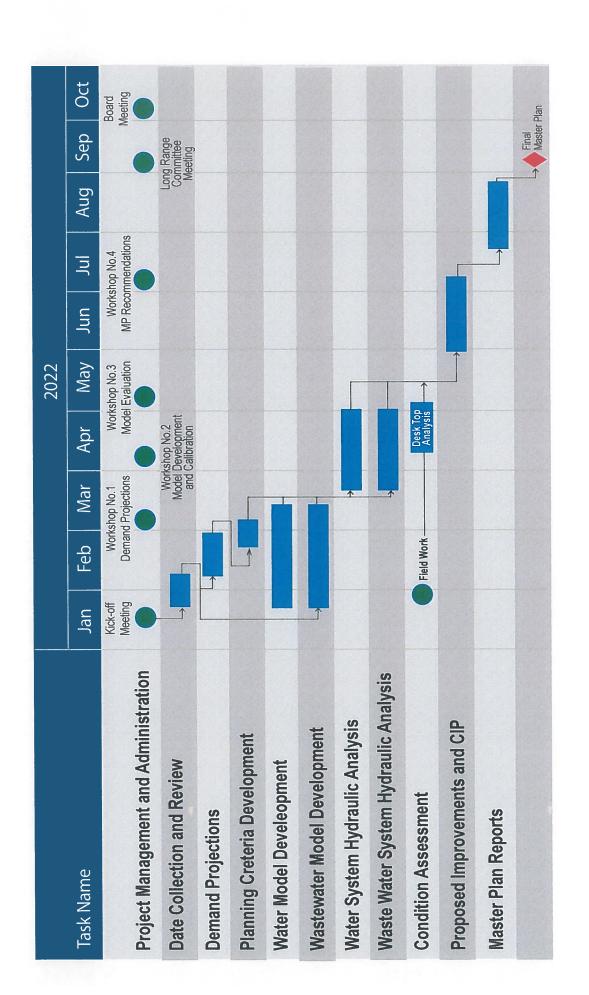
#### **RECOMMENDATION:**

In accordance with ASCWD Policy Number: 4.12.0 Consultant and Contractor Selection, authorize the General Manger Manager to execute a Contract with Carollo Engineers for the development of the Water and Wastewater Master Plan.

### **Attachments:**

1. Proposed Project Schedule

While not included as an attachment, each of the three proposals are available for review in digital or hard copy form from the District office.





AGENDA NO: E4

MEETING DATE: 12/10/2021

## **Staff Report**

TO:

**ASCWD Board of Directors** 

Date: December 6, 2021

FROM:

Joe Mueller, General Manager

SUBJECT:

ELECTION OF ASCWD BOARD PRESIDENT AND VICE PRESIDENT TO THE

**BOARD OF DIRECTORS** 

#### **DISCUSSION:**

Nominate and elect the ASCWD Board President and Board Vice President to the Board of Directors for 2022.

### FISCAL IMPACT:

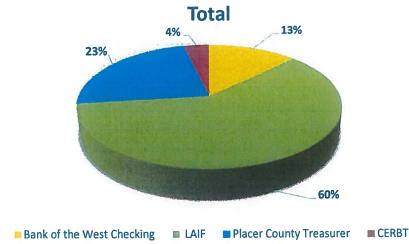
No fiscal impact.

# **EXHIBIT F1**

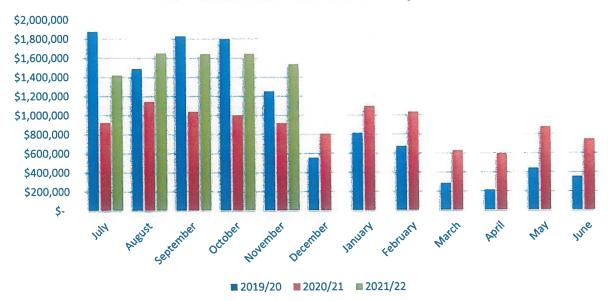
### ALPINE SPRINGS COUNTY WATER DISTRICT November 2021 TREASURERS REPORT FY 21/22

	Account Balance	Report Date	Interest
Bank of the West Checking	\$ 197,690	12/1/2021	0.00%
LAIF	\$ 923,507	12/1/2021	0.203%
Placer County Treasurer	\$ 354,453	10/31/2021	0.120%
CERBT	\$ 56,541 \$1,532,192	11/30/2021	-0.790%

## Cash and Investments as a Percentage of



### **Total Cash and Investments By Month**



### Alpine Springs County Water Budget and Finance Committee Report Thursday, November 11, 2021 9:30 a.m.

Members: Janet Grant, District Director, Chair

Evan Salke, District Director Joe Mueller, General Manager

Advisors:

Mike Dobrowski, CPA, District Accountant

Staff:None

Guests: None

Items discussed and recommendations to board:

PUBLIC COMMENT

a. No public comment.

- 2. ITEMS FOR COMMITTEE DISCUSSION AND RECOMMENDED ACTION
  - a. October 2021 Monthly Financial Reports
    - i. The committee recommends approval of the October financials.
    - ii. There was discussion about finding another bank for our checking account.
  - b. Treasurer's Report
    - i. The committee reviewed the treasurer's report.
  - c. Unbudgeted Expenses
    - i. There were no unbudgeted expenses.
  - d. Discuss for Board Recommendation the adding of a Community Member to the B&F Committee
    - i. The committee recommends no need to pursue adding a community member at this time but is always open to community members input on issues of interest via ZOOM or in person or in writing. Here is a list of some of the reasons for this recommendation:
      - (1) At this time the committee handles basic financial matters and we have an independent accountant with fiduciary responsibility, an independent auditing firm, a manager with financial understanding and a board member with substantial financial experience on the committee all to oversee the financial controls we have in place.
      - (2) The committee meets monthly which could be a burden on a volunteer.
      - (3) Unique expertise is not needed at this time.
- 3. MEMBERS' COMMENTS
  - a. There were no member's comments.
- 4. CORRESPONDENCE
  - a. There was no correspondence.
- 5. Adjournment
  - a. The committee adjourned at 9:58 a.m.
- 6. NEXT MEETING
  - a. Next B&F meeting: Thursday, December 9, 2021, 9:30 a.m.