



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



BOARD OF DIRECTORS MEETING AGENDA

Tuesday, September 28, 2021, at 8:30 A.M.

In Person Attendance Encouraged

305 Squaw Valley Road, Community Room, Olympic Valley, CA

Also accessible via Telephone + Video Conference:

Phone Number: 1 (571) 317-3112 Access Code: 647-860-381. Please join via the computer for webcam and chat access: <https://global.gotomeeting.com/join/647860381>

Finance Committee on Monday, September 27, 2021, at 3:00 P.M.

The Committee will review finance-related items on this agenda.

305 Squaw Valley Road, Community Room, Olympic Valley, CA

Also accessible via Telephone + Video Conference:

Phone Number: 1 (646) 749-3122 Access Code: 221-904-605. Please join via the computer for webcam and chat access: <https://global.gotomeeting.com/join/221904605>

See [guidance, available online here](#), on further details about how to use GoToMeeting and Rules for the Board Meeting.

Pursuant to the Governor's Executive Order N-29-20, issued March 17, 2020, the meetings will be accessible via teleconference. Public comments will be accepted by the Board and can be submitted to the Board Secretary at info@ovpsd.org, by mail at P.O. Box 2026, Olympic Valley, California 96146 (the final mail collection before the meeting will be the day before the meeting at 2:00 p.m.), and verbally via teleconference or in-person until the close of public comment on the item.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary at 530-583-4692 at least 48 hours preceding the meeting.

Documents presented for an open session to the governing body after distribution of the agenda packet are available for public inspection at the District office during normal District business hours and at the meeting.

Times are approximate. The District's Board of Directors may take formal action on any item.

A. Call to Order, Roll Call & Pledge of Allegiance.

B. Community Informational Items.

These non-action agenda items are dedicated to facilitate communications and share information within the Olympic Valley. The organizations include, but are not limited to:

- | | |
|-----------------------------------|--|
| B-1 Friends of Squaw Creek | B-6 Squaw Valley Property Owners Assn. |
| B-2 Friends of Squaw Valley | B-7 Mountain Housing Council |
| B-3 Squaw Valley Design Review | B-8 Tahoe Truckee Sanitation Agency |
| B-4 Squaw Valley MAC | B-9 Capital Projects Advisory (CAP) |
| B-5 Squaw Valley Mutual Water Co. | B-10 Firewise Community |

C. Public Comment / Presentation. Members of the public may address the board on items not on this agenda for up to three minutes; however, any matter that requires action by the governing body will, unless an emergency exists, be referred to staff for a report and possible action at a subsequent Board meeting.

D. Financial Consent Agenda. All items listed under this agenda item will be approved by one motion. These items are routine, non-controversial, and the finance-related items have been reviewed by the Finance Committee. There will be no separate discussion of these items unless a member of the audience, board, or staff requests the removal of an item for separate consideration. Any item removed for discussion will be considered after approval of the remaining Consent Agenda items.

- D-1 Operating Account Check Register
- D-2 Operations Enterprise Fund, Revenue vs. Expenditure/Balance Sheet
- D-3 Fire Government Fund, Revenue vs. Expenditure/Balance Sheet
- D-4 Capital Reserve Fund Balance Sheet/Income Statement
- D-5 Combined Revenues/Expenditures/Balance Sheet
- D-6 Fund Balance Statement
- D-7 Tahoe Truckee Sierra Disposal 1st Quarter Payment
- D-8 Progress Payment – Farr West Engineering – Hidden Lake Loop Water and Sewer Line Replacement Project
- D-9 Progress Payment – Longo Incorporated– Hidden Lake Loop Water and Sewer Line Replacement Project
- D-10 Progress Payment – Pro-Pipe – 2021 Sewer Inspection Project

E. Approve Minutes.

- E-1 Minutes for the Regular Board of Directors meeting of August 31, 2021

F. Old and New Business. Members of the public may address the board on each agenda item, up to three minutes or longer based on direction from the Board President.

F-1 CalPERS Unfunded Accrued Liability – Additional Payment.

Proposed Action: Review item, accept public comment and approve an additional payment towards the Unfunded Accrued Liability (UAL) for CalPERS Safety Pension Plan in the amount of \$300,000.

F-2 Fire Department Pay Scale Revision.

Proposed Action: Review item, accept public comment and approve Employee Salary Schedules by adoption of Resolution 2021-22.

F-3 California Department of Forestry and Fire Protection (CAL FIRE) Grant Award.

Proposed Action: Review item, accept public comment and adopt Resolution 2021-23 for the District to enter into an agreement with the State of California to prepare the Olympic Valley Community Wildfire Protection Plan.

F-4 Award Contract – Water Meter Replacement Project – Badger Meter.

Proposed Action: Review item, accept public comment, approve contract with Badger Meter and authorize the General Manager to execute all contractual documents.

F-5 Springbrook Accounting Software - Upgrade Agreement.

Proposed Action: Review item, accept public comment, approve agreement with Springbrook and authorize the General Manager to execute the agreement.

G. Management Status Reports.

- G-1 Fire Department Report
- G-2 Water & Sewer Operations Report
- G-3 Engineering Report
- G-4 Administration & Office Report
- G-5 General Manager Report
- G-6 Legal Report (verbal)
- G-7 Directors' Comments (verbal)

H. Closed Session.

H-1 Closed Session – Conference with Labor Negotiators.

Government Code §54957.6

Agency Designated Representatives: Michael Geary

Employee Organization: IUOE Stationary Engineers Local 39 for Operations Department Personnel to discuss salaries, salary schedules, or compensation paid in the form of benefits.

I. Possible Action from Closed Session.

I-1 Operations Department – Side Letter to Memorandum of Understanding.

Proposed Action: Review item, accept public comment and adopt Resolution 2021-24, approving an amendment to the MOU with the International Union of Operating Engineers, Stationary Engineers, Local 39, for the Operations Department Personnel.

J. Adjourn.

PURPOSE STATEMENT

The Squaw Valley Public Service District's purpose is to assume leadership in providing high-quality public services needed by the community.

MISSION STATEMENT

Squaw Valley Public Service District serves full-time and part-time residents, businesses, employees and visitors in Squaw Valley. The mission is to provide leadership in maintaining and advocating for needed, high-quality and financially sound community services for the Valley. These include, but are not limited to water, emergency services, and sewer and garbage collection. The District will conduct its operations in a cost effective, conservation-minded and professional manner, consistent with the desires of the community while protecting natural resources and the environment.



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
Operating Account Check Register
September 30, 2021



Check Register for Board Packet:

Check #	Check Date	Name	Module	Amount
49439	9/10/2021	Capitol Elevator Company, Inc.	AP	512.00
49440	9/10/2021	Coffee Connexion	AP	85.00
49441	9/10/2021	Angela M Costamagna	AP	337.50
49442	9/10/2021	L. N. Curtis & Sons	AP	69.98
49443	9/10/2021	Renee Deinken	AP	26.25
49444	9/10/2021	Eastern Regional Landfill	AP	95.00
49445	9/10/2021	Keith Erickson	AP	24.50
49446	9/10/2021	Farr West Engineering	AP	590.00
49447	9/10/2021	Hunt & Sons, Inc.	AP	1,100.41
49448	9/10/2021	Independent Technologies	AP	650.00
49449	9/10/2021	Liberty Utilities	AP	10,305.73
49450	9/10/2021	Life Assist	AP	71.71
49451	9/10/2021	LINA	AP	95.09
49452	9/10/2021	LINA	AP	167.74
49453	9/10/2021	Midwest Fire Equipment & Repair Company	AP	8,891.50
49454	9/10/2021	Northstar Fire Department	AP	500.00
49455	9/10/2021	Office Depot	AP	568.95
49456	9/10/2021	Placer County Air Pollution	AP	3,941.63
49457	9/10/2021	Professional Communications	AP	42.40
49458	9/10/2021	Standard Insurance Company	AP	482.33
49459	9/10/2021	Standard Insurance Company	AP	394.20
49460	9/10/2021	State Fire Training	AP	200.00
49461	9/10/2021	Tahoe Supply Company LLC	AP	125.27
49462	9/10/2021	Tahoe Truckee Sierra Disposal	AP	252.36
49463	9/10/2021	Thatcher Company, Inc.	AP	6,785.70
49464	9/10/2021	Thomas S Archer	AP	5,550.00
49465	9/10/2021	Total Compensation Systems, Inc.	AP	1,800.00
49466	9/10/2021	Truckee Automotive	AP	91.00
49467	9/10/2021	Truckee Tire	AP	1,773.27
49468	9/10/2021	USA BlueBook	AP	768.51
49469	9/10/2021	Verizon Wireless	AP	364.14
49470	9/10/2021	Western Nevada Supply Co.	AP	460.62
49471	9/10/2021	Michael Wurtz	AP	128.93
49472	9/10/2021	Zoll Medical Corporation	AP	450.45
49473	9/10/2021	Aladtec, Inc.	AP	2,995.00
49474	9/10/2021	AT&T Mobility	AP	41.40
49475	9/10/2021	Canon Financial Services, Inc.	AP	261.64
49476	9/22/2021	Air Filter Sales & Service	AP	753.02
49477	9/22/2021	AT&T	AP	1,422.78
49478	9/22/2021	Burtons Fire, Inc	AP	160.89
49479	9/22/2021	Canon Financial Services, Inc.	AP	123.58
49480	9/22/2021	Capitol Elevator Company, Inc.	AP	256.00
49481	9/22/2021	Cranmer Engineering, Inc.	AP	105.00
49482	9/22/2021	Farr West Engineering	AP	6,234.50
49483	9/22/2021	Ross Golding	AP	4,120.98



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
 Operating Account Check Register
 September 30, 2021



Check Register for Board Packet:

Check #	Check Date	Name	Module	Amount
49484	9/22/2021	Scott Halterman	AP	336.75
49485	9/22/2021	Hopkins Technical Products, Inc	AP	618.75
49486	9/22/2021	Hunt & Sons, Inc.	AP	1,636.76
49487	9/22/2021	Adam Knight	AP	128.93
49488	9/22/2021	Konica Minolta Business Solutions USA, Inc.	AP	183.74
49489	9/22/2021	Longo, Inc	AP	67,050.70
49490	9/22/2021	Eric Magnuson	AP	128.93
49491	9/22/2021	Kian Malek	AP	128.93
49492	9/22/2021	Maverick Networks	AP	200.00
49493	9/22/2021	Pitney Bowes, Inc	AP	193.05
49494	9/22/2021	Professional Pipe Services	AP	72,039.15
49495	9/22/2021	Tahoe Truckee Sierra Disposal	AP	73,481.81
49496	9/22/2021	Thatcher Company, Inc.	AP	5,008.81
49497	9/22/2021	U.S. Bank Corp Payment System	AP	4,862.15
49498	9/22/2021	Cranmer Engineering, Inc.	AP	700.00
49499	9/22/2021	Thatcher Company, Inc.	AP	4,308.81
				295,184.23
Check # 49432-49438 have been voided				61

Electronic / ACH Payments

9/3/2021	BRI- Café Plan Payment	1,961.23
9/3/2021	CalPERS Pension Payment	30,820.59
9/3/2021	Payroll Taxes	70,584.47
9/3/2021	Mass Mutual 457 Payment	4,523.08
9/3/2021	CalPERS 457 Payment	1,300.00
9/3/2021	Union Dues	449.59
9/3/2021	Payroll Direct Deposits	108,825.07
9/9/2021	CalPERS Medical September	31,879.62
9/17/2021	BRI- Café Plan Payment	1,961.23
9/17/2021	CalPERS Pension Payment	32,079.16
9/17/2021	Payroll Taxes	70,912.72
9/17/2021	Mass Mutual 457 Payment	4,523.08
9/17/2021	CalPERS 457 Payment	1,300.00
9/17/2021	Union Dues	455.67
9/17/2021	Payroll Direct Deposits	120,820.88
		482,396.39

Total Cash Disbursements

777,580.62



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
REVENUES & EXPENDITURES
August 31, 2021



	ENTERPRISE OPERATIONS						CONSOLIDATED				YTD Prior Year Aug-20	Over/ (under) from PY			
	Water Actual YTD Aug-21	Water Budget YTD Aug-21	Over/(under) YTD	Sewer Actual YTD Aug-21	Sewer Budget YTD Aug-21	Over/ (under) YTD	Garbage Actual YTD Aug-21	Garbage Budget YTD Aug-21	Over/ (under) YTD	Actual YTD			Total Budget	Remaining Budget	YTD % to Budget
Rate Revenue	2,032,500	2,034,492	(1,992)	1,433,327	1,429,608	3,719	295,545	294,120	1,425	3,761,373	3,758,220	(3,153)	100.1%	3,653,187	108,185
Tax Revenue	1,667	1,667	-	1,667	1,667	-	-	-	-	3,333	20,000	16,667	16.7%	3,333	0
Rental Revenue	5,314	5,275	39	5,314	5,275	39	-	-	-	10,628	63,299	52,671	16.8%	10,628	-
Bike Trail	-	-	-	-	-	-	-	-	-	-	46,000	46,000	0.0%	-	-
Mutual Water Company	15,218	18,725	(3,507)	-	-	-	-	-	-	15,218	112,349	97,131	13.5%	15,659	(441)
Billable Wages & Capital Labor	19,914	8,015	11,899	1,896	4,008	(2,111)	-	-	-	21,810	72,132	50,322	30.2%	266	21,544
Grants	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	180	(180)
Administration	2,765	8,938	(6,174)	2,765	8,938	(6,174)	-	-	-	5,529	107,259	101,730	5.2%	2,768	2,761
Total Revenue	2,077,377	2,077,112	265	1,444,969	1,449,495	(4,527)	295,545	294,120	1,425	3,817,891	4,179,259	361,368	91.4%	3,686,022	131,869
Salaries & Wages	130,948	123,160	7,788	109,861	118,417	(8,555)	962	-	962	241,771	1,449,461	1,207,690	16.7%	210,392	31,379
Employee Benefits	55,980	59,526	(3,546)	54,207	57,443	(3,236)	245	-	245	110,432	808,832	698,400	13.7%	109,450	982
Billable Wages & Capital Labor	19,914	8,015	11,899	1,896	4,008	(2,111)	-	-	-	21,810	72,132	50,322	30.2%	266	21,544
Materials & Supplies	17,608	11,292	6,317	3,003	2,125	878	-	-	-	20,611	80,500	59,889	25.6%	8,622	11,989
Maintenance Equipment	894	4,025	(3,131)	1,608	218	(1,391)	-	-	-	1,112	33,800	32,688	3.3%	1,386	(274)
Facilities: Maintenance & Repairs	3,639	7,847	(4,208)	2,909	3,106	(197)	-	-	-	6,548	65,716	59,168	10.0%	4,851	1,697
Training & Memberships	555	2,550	(1,995)	1,448	2,083	(636)	-	-	-	2,003	27,800	25,798	7.2%	1,952	51
Vehicle Repair/Maintenance	3,087	3,000	87	3,117	3,000	117	-	-	-	6,204	36,000	29,796	17.2%	3,515	2,689
Garbage Contract	-	-	-	-	-	-	49,551	48,752	799	49,551	292,510	242,959	16.9%	45,064	4,487
Board Expenses	3,171	4,321	(1,150)	3,171	4,321	(1,150)	-	-	-	6,342	51,850	45,508	12.2%	5,278	1,064
Consulting	4,348	21,862	(17,514)	4,348	21,862	(17,514)	-	-	-	8,696	262,340	253,645	3.3%	5,940	2,756
Insurance	5,539	5,397	142	5,539	5,397	142	-	-	-	11,077	64,760	53,683	17.1%	11,245	(167)
Rents/Licenses & Permits	3,496	3,666	(170)	3,496	3,666	(170)	-	-	-	6,992	43,994	37,002	15.9%	5,431	1,562
Office Expenses	2,583	5,423	(2,840)	2,583	5,423	(2,840)	-	-	-	5,165	65,070	59,905	7.9%	3,897	1,268
Travel, Meetings & Recruitment	203	1,275	(1,072)	203	1,275	(1,072)	-	-	-	407	15,300	14,893	2.7%	70	337
Utilities	16,783	15,326	1,457	4,695	7,046	(2,350)	-	-	-	21,478	134,226	112,748	16.0%	17,628	3,851
Park & Bike Trail	-	1,750	(1,750)	-	1,750	(1,750)	-	-	-	-	21,000	21,000	0.0%	-	-
Interest & Misc	1,281	2,446	(1,165)	1,281	2,446	(1,165)	-	-	-	2,562	29,357	26,795	8.7%	4,903	(2,341)
Transfer to/from Capital Resv	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	-	-
Total Expenses	270,028	280,879	(10,851)	201,976	244,974	(42,999)	50,757	48,752	2,006	522,761	3,554,648	3,031,887	14.7%	439,889	82,872
Operating Surplus (Deficit)	1,807,349	1,796,232	11,117	1,242,993	1,204,521	38,472	244,788	245,368	(581)	3,295,130	624,611			3,246,133	48,997
Depreciation	51,594	54,294	(2,700)	51,594	54,294	(2,700)	-	-	-	103,188	651,531	548,343	15.8%	103,188	0
Net Surplus (Deficit)	1,755,755	1,741,938	13,817	1,191,399	1,150,227	41,172	244,788	245,368	(581)	3,191,941	(26,920)			3,142,944	48,997

16.7% of the Budgeted Year Expended

Highlights

- **Revenue** year to date is at \$3.8 million. This is an increase of PY by approximately \$132K. This is mostly due to rate revenue.
- **Salaries & Wages** Are over budget in the Water Department and under budget in the Sewer Department. When combining all wages we are on plan. Billable wages are reimbursable. Capital Labor relates to capital projects and are not expensed. Projects currently underway are the Hidden Lake Loop Water and Sewer Line Replacement, and Meter Replacements.
- **Materials and Supplies** relates primarily to caustic soda purchases. This is over budget due to time of year and production being higher in the Summer months.
- **Vehicle Repair/Maintenance** is slightly over budget due to increasing crude oil prices.
- **Rents/Licenses & Permits** consists of bank fees as well as many contracts such as accounting software, CSDA, Vueworks and the Konica copier.
- **Interest & Misc** consists of interest due on the building loan. The loan will be paid off in 2028.
- In total we are 17% through the year. Revenues are at 91% of the budget and expenses are at 15%. Compared to prior year at this time, our net surplus is \$49K higher, mostly due to an additional rate revenue.



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
ENTERPRISE BALANCE SHEET
 August 31, 2021



	Balance Aug-21	Balance Jul-21	Change Prior Month	Balance Aug-20	Change Prior Year
ASSETS					
Current Assets					
Cash	2,789,008	1,145,552	1,643,456	2,131,625	657,384
Accounts Receivable	408,912	2,559,866	(2,150,954)	447,182	(38,270)
Prepaid Expenses	234,907	167,604	67,303	182,341	52,566
Total Current Assets	3,432,827	3,873,021	(440,194)	2,761,147	671,680
Noncurrent Assets					
Open Projects	474,353	792,286	(317,933)	504,995	(30,642)
Property, Plant, & Equipment	27,269,427	27,504,737	(235,311)	27,504,637	(235,211)
Accumulated Depreciation	(17,712,537)	(18,196,005)	483,468	(17,628,469)	(84,068)
Intercompany	1,250,135	170,683	1,079,452	1,366,867	(116,732)
Total Noncurrent Assets	11,281,378	10,271,701	1,009,677	11,748,031	(466,652)
Deferred Outflows					
Deferred Outflows - Pension	1,861,604	1,861,604	-	1,943,579	(81,975)
Deferred Outflows - OPEB	44,269	44,269	-	44,269	-
Total Deferred Outflows	1,905,873	1,905,873	-	1,987,848	(81,975)
Total Assets	16,620,078	16,050,596	569,482	16,497,026	123,052
LIABILITIES					
Current Liabilities					
Accounts Payable	29,386	8,726	20,660	23,321	6,066
Accrued Expenses	318,359	221,069	97,290	226,246	92,114
Payroll Liabilities	332,655	308,544	24,111	268,180	64,475
Current Portion-Building loan	97,265	97,265	-	94,130	3,135
Total Current Liabilities	777,666	635,605	142,061	611,877	165,789
Long-Term Liabilities					
Building & Land Loans	655,510	655,510	-	752,775	(97,265)
PERS LT Liability	1,514,037	1,514,037	-	2,351,163	(837,126)
Other Post Employment Benefits	542,563	542,563	-	408,271	134,292
Total LT Liabilities	2,712,110	2,712,110	-	3,512,209	(800,099)
Deferred Inflows					
Deferred Inflows - Pension	828,660	828,660	-	418,918	409,742
Deferred Inflows - OPEB	8,653	10,032	(1,379)	10,032	(1,379)
Total Deferred Inflows	837,313	838,692	(1,379)	428,950	408,363
Total Liabilities	4,327,088	4,186,406	140,682	4,553,036	(225,948)
NET POSITION					
Investment in Capital Assets	9,101,049	8,381,693	719,356	8,801,046	300,003
Current Year Net Income	3,191,941	3,482,497	(290,555)	3,142,944	48,997
Total Net Position	12,292,990	11,864,190	428,800	11,943,990	349,000
Total Liabilities and Net Position	16,620,078	16,050,596	569,482	16,497,026	123,052



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
REVENUES & EXPENDITURES
August 31, 2021



FIRE DEPARTMENT OPERATIONS

	Actual YTD Aug-21	Budget YTD Aug-21	Over/ (under) YTD	Total Budget	Remaining Budget	YTD % to Budget	Actual YTD Aug-20	Over/ (under) to PY
Rate Revenue	-	-	\$ -		\$ -	0.0%	-	\$ -
Tax Revenue	\$ 619,799	\$ 619,799	\$ -	\$ 3,718,794	\$ 3,098,995	16.7%	\$ 606,156	\$ 13,643
Strike Team/ /Station 22 Revenue	\$ 266,902	\$ -	\$ 266,902	\$ -	\$ -	0.0%	\$ 194,643	\$ 72,259
Rental Revenue	\$ 5,234	\$ 5,275	\$ (41)	\$ 31,650	\$ 26,416	16.5%	\$ 5,234	\$ -
Inspections	\$ 8,297	\$ 1,667	\$ 6,631	\$ 10,000	\$ 1,703	83.0%	\$ 4,222	\$ 4,075
Administration	\$ 34	\$ 1,680	\$ (1,646)	\$ 10,077	\$ 10,043	0.3%	\$ 367	\$ (333)
Total Revenue	\$ 900,267	\$ 628,420	\$ 271,847	\$ 3,770,521	\$ 3,137,156	23.9%	\$ 810,622	\$ 89,645
Salaries & Wages	\$ 277,645	\$ 283,707	\$ (6,062)	\$ 1,702,242	\$ 1,424,597	16.3%	\$ 271,638	\$ 6,007
Employee Benefits	\$ 168,364	\$ 175,614	\$ (7,250)	\$ 1,053,684	\$ 885,320	16.0%	\$ 168,509	\$ (145)
Billable Wages & Benefits	\$ 161,082	\$ -	\$ 161,082	\$ -	\$ -	0.0%	\$ 107,289	\$ 53,793
Admin Salaries & Benefits	\$ 54,594	\$ 55,278	\$ (684)	\$ 331,668	\$ 277,074	16.5%	\$ 60,522	\$ (5,928)
Materials & Supplies	\$ 2,809	\$ 4,938	\$ (2,129)	\$ 29,625	\$ 26,816	9.5%	\$ 335	\$ 2,474
Maintenance Equipment	\$ 4,438	\$ 3,683	\$ 754	\$ 22,100	\$ 17,662	20.1%	\$ 861	\$ 3,577
Facilities: Maintenance & Repairs	\$ 4,411	\$ 4,583	\$ (173)	\$ 27,500	\$ 23,089	16.0%	\$ 3,454	\$ 956
Training & Memberships	\$ 2,041	\$ 6,167	\$ (4,125)	\$ 37,000	\$ 34,959	5.5%	\$ 1,053	\$ 989
Vehicle Repair/Maintenance	\$ 1,088	\$ 4,217	\$ (3,129)	\$ 25,300	\$ 24,212	4.3%	\$ 1,957	\$ (869)
Board Expenses	\$ 2,114	\$ 2,877	\$ (763)	\$ 17,263	\$ 15,149	12.2%	\$ 1,759	\$ 355
Consulting	\$ 1,693	\$ 12,673	\$ (10,981)	\$ 76,040	\$ 74,348	2.2%	\$ 3,283	\$ (1,591)
Insurance	\$ 6,693	\$ 8,194	\$ (1,502)	\$ 49,166	\$ 42,473	13.6%	\$ 7,584	\$ (891)
Rents/Licenses & Permits	\$ 3,164	\$ 12,683	\$ (9,519)	\$ 76,099	\$ 72,935	4.2%	\$ 2,121	\$ 1,043
Office Expenses	\$ 856	\$ 4,070	\$ (3,214)	\$ 24,420	\$ 23,564	3.5%	\$ 573	\$ 283
Travel, Meetings & Recruitment	\$ 309	\$ 2,517	\$ (2,208)	\$ 15,100	\$ 14,791	2.0%	\$ (8)	\$ 317
Utilities	\$ 6,797	\$ 9,884	\$ (3,087)	\$ 59,306	\$ 52,509	11.5%	\$ 4,017	\$ 2,780
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -
Total Expenses	\$ 698,096	\$ 591,086	\$ 107,011	\$ 3,546,513	\$ 3,009,498	19.7%	\$ 634,946	\$ 63,150
Operating Surplus (Deficit)	\$ 202,171	\$ 37,335	\$ 164,836	\$ 224,008			\$ 175,676	\$ 26,495
Depreciation	\$ 38,996	\$ 39,514	\$ (518)	\$ 237,084	\$ 198,088	16.4%	\$ 38,996	\$ -
Net Surplus (Deficit)	\$ 163,175	\$ (2,179)	\$ 165,354	\$ (13,076)			\$ 136,680	\$ 26,495

16.7% of the Budgeted Year Expended

Highlights

- Revenue** is at \$900K for the year. This is over plan by \$272K, and \$90K over prior year, due to strike teams.
- Salaries, Benefits, and Billable Wages** are over budget due to strike teams. This should be viewed in conjunction with strike team revenue.
- Admin Salaries & Benefits:** One third of the administration salaries are allocated to the Fire Department.
- Maintenance Equipment** is over budget due to timing. An airpack flow test was performed. This was budgeted.
- In total we are 17% through the year. Revenues are at 24% of the budget and expenses are at 20%.
- Compared to prior year at this time, our net surplus is \$25K higher. This is due to assisting in wildland fires.



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
GOVERNMENTAL BALANCE SHEET
 August 31, 2021



	Balance Aug-21	Balance Jul-21	Change Prior Month	Balance Aug-20	Change Prior Year
ASSETS					
Current Assets					
Cash	-	-	-	-	-
Accounts Receivable	277,591	50,324	227,266	197,685	79,906
Prepaid Expenses	354,155	283,945	70,210	257,052	97,103
Total Current Assets	631,746	334,269	297,477	454,737	177,009
Noncurrent Assets					
Open Projects	-	27,224	(27,224)	1,694	(1,694)
Property, Plant, & Equipment	8,255,676	8,192,929	62,747	8,192,929	62,747
Accumulated Depreciation	(3,573,301)	(3,572,054)	(1,247)	(3,357,576)	(215,725)
Intercompany	992,719	1,204,470	(211,751)	599,421	393,298
Total Noncurrent Assets	5,675,094	5,852,568	(177,474)	5,436,467	238,627
Deferred Outflows					
Deferred Outflows - Pension	1,324,288	1,324,288	-	1,390,445	(66,156)
Deferred Outflows - OPEB	41,757	41,757	-	41,757	-
Total Deferred Outflows	1,366,045	1,366,045	-	1,432,201	(66,156)
Total Assets	7,672,884	7,552,882	120,002	7,323,405	349,480
LIABILITIES					
Current Liabilities					
Accounts Payable	9,483	1,472	8,010	4,167	5,315
Accrued Expenses	-	-	-	-	-
Payroll Liabilities	604,671	525,236	79,436	565,612	39,060
Customer Deposits	-	-	-	-	-
Current Portion-LT Debt	-	-	-	-	-
Total Current Liabilities	614,154	526,708	87,446	569,779	44,375
Long-Term Liabilities					
Building and Land Loans	-	-	-	-	-
PERS LT Liability	3,092,126	3,092,126	-	2,939,480	152,646
Other Post Employment Benefits	443,915	443,915	-	334,040	109,875
Total LT Liabilities	3,536,041	3,536,041	-	3,273,520	262,521
Deferred Inflows					
Deferred Inflows - Pension	185,848	185,848	-	284,305	(98,457)
Deferred Inflows - OPEB	14,814	16,369	(1,555)	16,369	(1,555)
Total Deferred Inflows	200,662	202,217	(1,555)	300,674	(100,012)
Total Liabilities	4,350,857	4,264,966	85,891	4,143,973	206,885
NET POSITION					
Investment in Capital Assets	3,158,853	3,237,329	(78,476)	3,042,752	116,101
Current Year Net Income	163,175	50,588	112,587	136,680	26,495
Total Net Position	3,322,027	3,287,916	34,111	3,179,432	142,595
Total Liabilities and Net Position	7,672,884	7,552,882	120,002	7,323,405	349,480



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
REVENUES & EXPENDITURES
August 31, 2021



CAPITAL RESERVES OPERATIONS

	YTD Actual Aug-21	YTD Budget Aug-21	Over/ (under) to Budget	Annual Budget	Remaining Budget	YTD % to Budget	YTD Prior Yr Aug-20	Over/ (under) to Prior Yr
Connection Fees	208,663	17,750	190,913	106,500	(102,163)	195.9%	63,145	145,518
Placer Cty Tax	1,691	-	1,691	3,776,337	3,774,646	0.04%	2,202	(511)
HOPTR	-	-	-	37,736	37,736	0.0%	-	-
Interest	2,195	6,357	(4,161)	38,141	35,946	5.8%	12,474	(10,278)
Total Revenue	212,550	24,107	188,443	3,958,714	3,746,164	5.4%	77,820	134,729
Transfers to Utility and Fire	623,132	623,132	0	3,738,794	3,115,662	16.7%	609,490	13,643
Capital Reserve Expenditures	-	-	-	75,527	75,527	0.0%	-	-
Total Expenses	623,132	623,132	0	3,814,321	3,191,189	16.3%	609,490	13,643
Net Surplus (Deficit)	(410,583)	(599,026)	188,443	144,393	554,976		(531,669)	121,086

16.7% of the Budgeted Year Expended

Highlights

- Transfers to Utility and Fire relate to budgeted tax revenue allocated to each department.
 - Capital Reserve Expenditures relate to fees from Placer County to administer Ad Valorem revenues.
 - There was one new connections during the month of August.
 - The District has received the Estimated Allocation of Property Taxes for Fiscal Year 2022, also known as the "September Surprise".
- The total anticipated tax revenue, less any fees from the county is estimated to be \$3,870,000.
This is an increase over the prior year actual revenue received by \$103,000 or %2.73. It is \$132,000 greater than the budgeted amount.



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
CAPITAL RESERVES
BALANCE SHEET
 August 31, 2021



	Balance Aug-21	Balance Jul-21	Change Prior Month	Balance Aug-20	Change Prior Year
ASSETS					
Current Assets					
Cash	8,281,590	8,253,873	27,717	7,720,974	560,616
Accounts Receivable	2,704	2,704	-	6,135	(3,431)
Prepaid Expenses	-	-	-	-	-
Total Current Assets	8,284,294	8,256,577	27,717	7,727,109	557,185
Noncurrent Assets					
Open Projects	-	-	-	-	-
Property, Plant, & Equipment	-	-	-	-	-
Accumulated Depreciation	-	-	-	-	-
Intercompany	(2,242,854)	(1,375,152)	(867,702)	(1,966,288)	(276,566)
Total Noncurrent Assets	(2,242,854)	(1,375,152)	(867,702)	(1,966,288)	(276,566)
Deferred Outflows					
Deferred Outflows - Pension	-	-	-	-	-
Deferred Outflows - OPEB	-	-	-	-	-
Total Deferred Outflows	-	-	-	-	-
Total Assets	6,041,440	6,881,425	(839,985)	5,760,821	280,619
LIABILITIES					
Current Liabilities					
Accounts Payable	-	-	-	-	-
Accrued Expenses	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-
Customer Deposits	-	-	-	-	-
Current Portion-LT Debt	-	-	-	-	-
Total Current Liabilities	-	-	-	-	-
Long-Term Liabilities					
Building & Land Loans	-	-	-	-	-
PERS LT Liability	-	-	-	-	-
Other Post Employment Benefits	-	-	-	-	-
Total LT Liabilities	-	-	-	-	-
Deferred Inflows					
Deferred Inflows - Pension	-	-	-	-	-
Deferred Inflows - OPEB	-	-	-	-	-
Total Deferred Inflows	-	-	-	-	-
Total Liabilities	-	-	-	-	-
NET POSITION					
Investment in Capital Assets	159,532	714,530	(554,997)	-	159,532
Water Capital	1,013,550	1,013,550	-	1,013,550	-
Sewer Capital	165,610	165,610	-	165,610	-
Fire Capital	71,842	71,842	-	71,842	-
Water FARF	1,360,593	1,360,593	-	1,360,593	-
Sewer FARF	2,703,327	2,703,327	-	2,703,327	-
Garbage FARF	169,601	169,601	-	169,601	-
Fire FARF	783,773	783,773	-	783,773	-
Bike Trail Snow Removal FARF	24,194	24,194	-	24,194	-
Current Year Net Income	(410,583)	(125,595)	(284,988)	(531,669)	121,086
Total Net Position	6,041,440	6,881,425	(839,985)	5,760,821	280,619
Total Liabilities and Net Position	6,041,440	6,881,425	(839,985)	5,760,821	280,619



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
REVENUES & EXPENDITURES - INTERNAL USE ONLY
August 31, 2021



COMBINED OPERATIONS

	Actual YTD Aug-21	Budget YTD Aug-21	Over/ (under) YTD	Total Budget	Remaining Budget	YTD % to Budget	Actual YTD Aug-20	Over/ (under) to PY
Rate Revenue	\$ 3,761,373	\$ 3,758,220	\$ 3,153	\$ 3,758,220	\$ (3,153)	100.1%	\$ 3,653,187	\$ 108,185
Tax Revenue	\$ 1,691	\$ -	\$ 1,691	\$ 3,814,073	\$ 3,812,382	0.0%	\$ 2,202	\$ (511)
Connection Fees	\$ 208,663	\$ 17,750	\$ 190,913	\$ 106,500	\$ (102,163)	195.9%	\$ 63,145	\$ 145,518
Rental Revenue	\$ 15,862	\$ 15,825	\$ 37	\$ 94,949	\$ 79,087	16.7%	\$ 15,862	\$ -
Bike Trail	\$ -	\$ -	\$ -	\$ 46,000	\$ 46,000	0.0%	\$ -	\$ -
Mutual Water Company	\$ 15,218	\$ 18,725	\$ (3,507)	\$ 112,349	\$ 97,131	13.5%	\$ 15,659	\$ (441)
Billable Wages & Capital Labor	\$ 288,712	\$ 12,023	\$ 276,689	\$ 72,132	\$ (216,580)	400.3%	\$ 194,909	\$ 93,803
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 180	\$ (180)
Administration & Interest	\$ 7,759	\$ 25,913	\$ (18,154)	\$ 155,477	\$ 147,718	5.0%	\$ 15,609	\$ (7,850)
Inspections	\$ 8,297	\$ 1,667	\$ 6,631	\$ 10,000	\$ 1,703	\$ 1	\$ 4,222	\$ 4,075
Dedications	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -
Total Revenue	\$ 4,307,575	\$ 3,850,122	\$ 457,453	\$ 8,169,700	\$ 3,862,125	52.7%	\$ 3,964,975	\$ 342,600
Salaries & Wages	\$ 519,416	\$ 525,284	\$ (5,868)	\$ 3,151,703	\$ 2,632,287	16.5%	\$ 482,030	\$ 37,386
Employee Benefits	\$ 278,796	\$ 292,583	\$ (13,787)	\$ 1,862,516	\$ 1,583,720	15.0%	\$ 277,959	\$ 837
Billable Wages & Capital Labor	\$ 182,891	\$ 12,023	\$ 170,869	\$ 72,132	\$ (110,759)	253.6%	\$ 107,555	\$ 75,337
Admin Salaries & Benefits	\$ 54,594	\$ 55,278	\$ (684)	\$ 331,668	\$ 277,074	16.5%	\$ 60,522	\$ (5,928)
Materials & Supplies	\$ 23,420	\$ 18,354	\$ 5,066	\$ 110,125	\$ 86,705	21.3%	\$ 8,957	\$ 14,463
Maintenance Equipment	\$ 5,549	\$ 9,317	\$ (3,768)	\$ 55,900	\$ 50,351	9.9%	\$ 2,247	\$ 3,303
Facilities: Maintenance & Repairs	\$ 10,959	\$ 15,536	\$ (4,577)	\$ 93,216	\$ 82,257	11.8%	\$ 8,305	\$ 2,653
Training & Memberships	\$ 4,044	\$ 10,800	\$ (6,756)	\$ 64,800	\$ 60,756	6.2%	\$ 3,005	\$ 1,039
Vehicle Repair/Maintenance	\$ 7,293	\$ 10,217	\$ (2,924)	\$ 61,300	\$ 54,007	11.9%	\$ 5,472	\$ 1,820
Garbage	\$ 49,551	\$ 48,752	\$ 799	\$ 292,510	\$ 242,959	16.9%	\$ 45,064	\$ 4,487
Board Expenses	\$ 8,456	\$ 11,519	\$ (3,062)	\$ 69,113	\$ 60,657	12.2%	\$ 7,037	\$ 1,419
Consulting	\$ 10,388	\$ 56,397	\$ (46,009)	\$ 338,380	\$ 327,992	3.1%	\$ 9,223	\$ 1,165
Insurance	\$ 17,770	\$ 18,988	\$ (1,218)	\$ 113,926	\$ 96,156	15.6%	\$ 18,829	\$ (1,059)
Rents/Licenses & Permits	\$ 10,157	\$ 20,016	\$ (9,859)	\$ 120,093	\$ 109,936	8.5%	\$ 7,552	\$ 2,605
Office Expenses	\$ 6,022	\$ 14,915	\$ (8,893)	\$ 89,490	\$ 83,468	6.7%	\$ 4,470	\$ 1,552
Travel, Meetings & Recruitment	\$ 716	\$ 5,067	\$ (4,351)	\$ 30,400	\$ 29,684	2.4%	\$ 62	\$ 654
Utilities	\$ 28,275	\$ 32,255	\$ (3,980)	\$ 193,532	\$ 165,257	14.6%	\$ 21,644	\$ 6,631
Bike Trail	\$ -	\$ 3,500	\$ (3,500)	\$ 21,000	\$ 21,000	0.0%	\$ -	\$ -
Interest	\$ 2,562	\$ 4,893	\$ (2,331)	\$ 104,884	\$ 102,322	2.4%	\$ 4,903	\$ (2,341)
Total Expenses	\$ 1,220,857	\$ 1,165,691	\$ 55,167	\$ 7,176,688	\$ 5,955,831	17.0%	\$ 1,074,835	\$ 146,022
Operating Surplus (Deficit)	\$ 3,086,717	\$ 2,684,431	\$ 402,287	\$ 993,012			\$ 2,890,139	\$ 196,578
Depreciation	\$ 142,184	\$ 148,103	\$ (5,918)	\$ 888,615	\$ 746,431	16.0%	\$ 142,184	\$ 0
Net Surplus (Deficit)	\$ 2,944,533	\$ 2,536,328	\$ 408,205	\$ 104,396			\$ 2,747,955	\$ 196,578

16.7% of the Budgeted Year Expended



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
COMBINED BALANCE SHEET - INTERNAL USE ONLY
 August 31, 2021



	Balance Aug-21	Balance Jul-21	Change Prior Month	Balance Aug-20	Change Prior Year
ASSETS					
Current Assets					
Cash	11,070,598	9,399,425	1,671,173	9,852,599	1,217,999
Accounts Receivable	689,206	2,612,894	(1,923,688)	651,001	38,205
Prepaid Expenses	589,062	451,549	137,514	439,393	149,670
Total Current Assets	12,348,867	12,463,868	(115,001)	10,942,993	1,405,874
Noncurrent Assets					
Open Projects	474,353	819,510	(345,157)	506,688	(32,335)
Property, Plant, & Equipment	35,525,102	35,697,666	(172,564)	35,697,566	(172,464)
Accumulated Depreciation	(21,285,838)	(21,768,059)	482,221	(20,986,045)	(299,793)
Intercompany	-	-	-	-	-
Total Noncurrent Assets	14,713,618	14,749,117	(35,499)	15,218,209	(504,592)
Deferred Outflows					
Deferred Outflows - Pension	3,185,892	3,185,892	-	3,334,024	(148,131)
Deferred Outflows - OPEB	86,026	86,026	-	86,026	-
Total Deferred Outflows	3,271,918	3,271,918	-	3,420,050	(148,131)
Total Assets	30,334,402	30,484,903	(150,501)	29,581,251	753,151
LIABILITIES					
Current Liabilities					
Accounts Payable	38,869	10,199	28,670	27,488	11,381
Accrued Expenses	318,359	221,069	97,290	226,246	92,114
Payroll Liabilities	937,327	833,780	103,547	833,792	103,535
Customer Deposits	-	-	-	-	-
Current Portion-LT Debt	97,265	97,265	-	94,130	3,135
Total Current Liabilities	1,391,820	1,162,313	229,507	1,181,656	210,164
Long-Term Liabilities					
Building Loan	655,510	655,510	-	752,775	(97,265)
PERS LT Liability	4,606,163	4,606,163	-	5,290,643	(684,480)
Other Post Employment Benefits	986,478	986,478	-	742,311	244,167
Total LT Liabilities	6,248,151	6,248,151	-	6,785,729	(537,578)
Deferred Inflows					
Deferred Inflows - Pension	1,014,508	1,014,508	-	703,223	311,285
Deferred Inflows - OPEB	23,467	26,401	(2,934)	26,401	(2,934)
Total Deferred Inflows	1,037,975	1,040,909	(2,934)	729,624	308,351
Total Liabilities	8,677,945	8,451,372	226,573	8,697,009	(19,063)
NET POSITION					
Investment in Capital Assets	12,419,434	12,333,552	85,882	11,843,798	575,636
Water Capital	1,013,550	1,013,550	-	1,013,550	-
Sewer Capital	165,610	165,610	-	165,610	-
Fire Capital	71,842	71,842	-	71,842	-
Water FARF	1,360,593	1,360,593	-	1,360,593	-
Sewer FARF	2,703,327	2,703,327	-	2,703,327	-
Garbage FARF	169,601	169,601	-	169,601	-
Fire FARF	783,773	783,773	-	783,773	-
Bike Trail Snow Removal FARF	24,194	24,194	-	24,194	-
Current Year Net Income	2,944,533	3,407,489	(462,956)	2,747,955	196,578
Total Net Position	21,656,457	22,033,531	(377,074)	20,884,243	772,214
Total Liabilities and Net Position	30,334,402	30,484,903	(150,501)	29,581,251	753,151



Olympic Valley Public Service District



Fund Balance Statement August 31st, 2021

	August 2021	Yield Rate August 2021	August 2020	Yield Rate August 2020
Operating Funds:				
Bank of the West-Checking	\$2,786,272		\$2,147,437	
Office Petty Cash	\$200		\$200	
L.A.I.F.	\$20,233	0.22%	\$20,233	0.78%
Total Operating Funds: Water & Sewer	\$2,806,705		\$2,167,870	
Capital Reserve Funds:				
Bank of the West-Money Market Capital	\$1,053,985	0.01%	\$324,752	0.01%
ProEquities - Certificate of Deposit	\$254,094	2.40%	\$250,330	2.40%
ProEquities - Certificate of Deposit #2	\$246,000	3.10%	\$246,000	3.10%
ProEquities - Certificate of Deposit #3	\$246,000	2.70%	\$246,000	2.70%
Placer County- FD30144	\$2,682,794	0.32%	\$3,088,574	0.840%
Placer County-FD30146	\$3,586,148	0.32%	\$3,353,524	0.840%
Placer County - Investment Fund FD32004	\$207,638	0.184%	\$207,003	0.738%
L.A.I.F. Fire Capital	\$4,931	0.22%	\$4,790	0.78%
Total Capital Reserve Funds:	\$8,281,590		\$7,720,974	
Total Funds On Deposit:	\$11,088,294		\$9,888,844	

Investments are in compliance with adopted Investment Policies

As of the board packet preparation date, all August statements were received.



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



ANNUAL GARBAGE BILLING – 1st QUARTER 2021/2022

DATE: September 28th, 2021

TO: District Board Members

FROM: Danielle Grindle, Finance and Administration Manager

SUBJECT: Recap of Amounts Due to Tahoe Truckee Sierra Disposal Company

BACKGROUND: The District has contracted with Tahoe Truckee Sierra Disposal Company for weekly pickup of refuse from residential units. For the fiscal year July 2021 – June 2022 the residential dwelling unit rate is \$23.62/month. This cost is charged to the customer by the District in our annual billing. Each quarter the district submits payment to TTSD based on the number of active residential units utilizing this service. Any changes in units will be communicated to TTSD along with the appropriate address.

DISCUSSION: Based on current records we have 1,037 residential dwelling units amounting to payment of \$73,481.82 for the period of July – September. See below:

1st Quarter Payment September 2021.

July:	1,037 Residential Dwelling Units @ \$23.62/mo =	\$24,493.94
August:	1,037 Residential Dwelling Units @ \$23.62/mo =	\$24,493.94
September:	1,037 Residential Dwelling Units @ \$23.62/mo =	<u>\$24,493.94</u>

Total Paid: \$73,481.82

Adjustments:

07/01/21	Palisades	308 Palisades	+1 Full Yr.
07/01/21	Palisades	304 Palisades	+1 Full Yr.
07/01/21	Palisades	312 Palisades	+1 Full Yr.
07/01/21	Palisades	288 Palisades	+1 Full Yr.
07/01/21	Palisades	300 Palisades	+1 Full Yr.
07/01/21	Palisades	280 Palisades	+1 Full Yr.
07/01/21	Palisades	284 Palisades	+1 Full Yr.
07/01/21	Palisades	296 Palisades	+1 Full Yr.
07/01/21	Palisades	331 Palisades	+1 Full Yr.

Total July – September: 1,037

ALTERNATIVES: 1. Approve payment of \$73,481.82 for services rendered for the first quarter of fiscal year 2022.

2. Do not approve payment.

FISCAL/RESOURCE IMPACTS: The source of funds is provided by each customer utilizing garbage removal. The annual bill sent in July includes a garbage portion to cover one year of service.

RECOMMENDATION: Approve payment of the quarterly payment per our contract and avoid stopping services.

ATTACHMENTS: None

DATE PREPARED: September 20, 2021

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
PROGRESS PAYMENT REPORT

EXHIBIT # D - 8
 3 Pages

PROJECT TITLE: **Hidden Lake Loop Water and Sewer
 Design and Construction Services**
 PROJECT NUMBER: *10-00-150022

DATE: 09/03/2021
 PAYMENT ESTIMATE #: 4


CONTRACTOR NAME **Farr West Engineering**
 & ADDRESS: **5510 Longley Lane
 Reno, NV 89511**

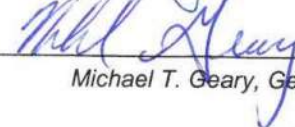
PERIOD: August 2021

BID AMOUNT: \$ 110,796.00
 NET CHANGE ORDERS: \$0.00
 ADJUSTED CONTRACT AMOUNT: \$110,796.00
 WORK COMPLETED: \$ 40,327.25
 % WORK COMPLETED: 36%

ORIGINAL TIME: N/A
 REVISED TIME: _____
 TIME ELAPSED: _____
 % TIME ELAPSED: _____

	<u>PREVIOUS</u>	<u>CURRENT</u>	<u>TO DATE</u>
EARNINGS:			
Work Completed	\$ 34,654.75	\$ 5,672.50	\$ 40,327.25
Retention on Work Completed	\$ -	\$ -	\$ -
Net Earnings on Work Completed	<u>\$ 34,654.75</u>	<u>\$ 5,672.50</u>	<u>\$ 40,327.25</u>
Materials on Hand			\$ -
Retention on Materials	\$ -	\$ -	\$ -
Net Earnings On Materials	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL NET EARNINGS	<u>\$ 34,654.75</u>	<u>\$ 5,672.50</u>	<u>\$ 40,327.25</u>
DEDUCTIONS:			
1.			\$ -
2.			\$ -
3.			\$ -
Total Deductions	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
OTHER ADJUSTMENTS:			
1. Release Retention			\$ -
2.			\$ -
3.			\$ -
Total Adjustments	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL ADJUSTED EARNINGS	<u>\$ 34,654.75</u>	<u>\$ 5,672.50</u>	<u>\$ 40,327.25</u>
LESS PREVIOUS PAYMENTS			<u>\$ (34,654.75)</u>
PAYMENT DUE THIS ESTIMATE			<u>\$ 5,672.50</u>

REVIEWED BY: 
 Dave Hunt, District Engineer

APPROVED BY: 
 Michael T. Geary, General Manager

FARR WEST ENGINEERING

5510 LONGLEY LANE
RENO, NEVADA 89511
PHONE: (775) 851-4788
billing@farrwestengineering.com

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
DAVE HUNT
PO BOX 2026
OLYMPIC VALLEY, CA 96146-2026

Invoice number 16039
Date 09/03/2021

Project R4136-2066 OLYMPIC VALLEY PSD-
HIDDEN LAKE LOOP WATER AND
SEWER

Period 7/31/21 to 8/27/21

Hidden Lake Loop Water and Sewer

Description of Services:

Task 1 – Project Management
-Miscellaneous admin support

Task 4 – Construction Administration
-Preparation of conformed documents
-Prep and participation in Pre-Construction Meeting
-Submittal reviews
-Contractor and District coordination & communications

Task 6.2 – Construction Surveying
-Construction staking prep

Professional Services

	Hours	Rate	Billed Amount
Alexandra Reid	0.25	100.00	25.00
Andrew Haukaas	2.00	115.00	230.00
Carly Wantulok	1.50	93.00	139.50
Damon McAlister	12.50	172.00	2,150.00
Deidre Blanton	0.25	80.00	20.00
Larissa Chamousis	28.50	100.00	2,850.00
Matthew Van Dyne	1.50	172.00	258.00
Professional Services subtotal	46.50		5,672.50

Invoice total **5,672.50**

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Task 1.0 - Project Management	5,368.00	20.00	1,304.00	1,324.00	4,044.00
Task 2.0 - Detailed Design	28,618.00	0.00	28,192.50	28,192.50	425.50
Task 3.0 - Bidding Support	5,398.00	0.00	4,900.25	4,900.25	497.75
Task 4.0 - Construction Administration	28,340.00	5,422.50	258.00	5,680.50	22,659.50
Task 5.0 - Construction Observation	33,000.00	0.00	0.00	0.00	33,000.00
Task 6.0 - Owner Directed Services					
Task 6.1 - Owner Directed Services (Unused)	2,572.00	0.00	0.00	0.00	2,572.00

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
Task 6.0 - Owner Directed Services					
Task 6.2 - Construction Surveying	7,500.00	230.00	0.00	230.00	7,270.00
Subtotal	10,072.00	230.00	0.00	230.00	9,842.00
Total	110,796.00	5,672.50	34,654.75	40,327.25	70,468.75

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
PROGRESS PAYMENT REPORT

EXHIBIT # D - 9
 2 Pages

PROJECT TITLE: **Hidden Lake Loop Water and Sewer
 Design and Construction Services**
 PROJECT NUMBER: **10-00-150022**

DATE: 09/13/2021
 PAYMENT ESTIMATE #: 1


PERIOD: August


CONTRACTOR NAME **Longo Incorporated**
 & ADDRESS: **PO Box 6177
 Tahoe City, CA 96145**

BID AMOUNT: \$ 546,274.00
 NET CHANGE ORDERS: \$0.00
 ADJUSTED CONTRACT AMOUNT: \$546,274.00
 WORK COMPLETED: \$ 70,579.68
 % WORK COMPLETED: 13%

ORIGINAL TIME: N/A
 REVISED TIME: _____
 TIME ELAPSED: _____
 % TIME ELAPSED: _____

	<u>PREVIOUS</u>	<u>CURRENT</u>	<u>TO DATE</u>
EARNINGS:			
Work Completed	\$ -	\$ 70,579.68	\$ 70,579.68
Retention on Work Completed	\$ -	\$ 3,528.98	\$ 3,528.98
Net Earnings on Work Completed	<u>\$ -</u>	<u>\$ 67,050.70</u>	<u>\$ 67,050.70</u>
Materials on Hand			\$ -
Retention on Materials	\$ -	\$ -	\$ -
Net Earnings On Materials	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL NET EARNINGS	<u>\$ -</u>	<u>\$ 67,050.70</u>	<u>\$ 67,050.70</u>
DEDUCTIONS:			
1.			\$ -
2.			\$ -
3.			\$ -
Total Deductions	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
OTHER ADJUSTMENTS:			
1. Release Retention			\$ 3,528.98
2.			\$ -
3.			\$ -
Total Adjustments	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,528.98</u>
TOTAL ADJUSTED EARNINGS	<u>\$ -</u>	<u>\$ 67,050.70</u>	<u>\$ 67,050.70</u>
LESS PREVIOUS PAYMENTS			\$ -
PAYMENT DUE THIS ESTIMATE			<u>\$ 67,050.70</u>

REVIEWED BY: 
 Dave Hunt, District Engineer

APPROVED BY: 
 Michael T. Geary, General Manager



Longo Incorporated

PO Box 6177
Tahoe City, CA 96145

Invoice

License: 737266

Date	Invoice #
9/13/2021	9541

Bill To
Olympic Valley Public Service District PO Box 2026 Olympic Valley, CA 96146

P.O. No.	Terms	Project
		Hidden Lake Water Li...

Description	Est Amt	Prior Amt	Est Qty	Qty	Rate	Amount
1. Mobilization	27,000.00			0.7	27,000.00	18,900.00
2. Temporary Traffic Control	22,500.00			0.75	22,500.00	16,875.00
3. Erosion Control / Tree Protection	14,250.00			0.3	14,250.00	4,275.00
4. Tree Removal	33,000.00			0	33,000.00	0.00
5. 6-inch Water Main	206,371.00		803	67	257.00	17,219.00
6. 6-inch Gate Valve	1,450.00			0	1,450.00	0.00
7. 8-inch Gate Valve	3,900.00		2	0	1,950.00	0.00
8. 2-inch Water Service & Meter	42,500.00		5	0	8,500.00	0.00
9. Combination Air/Vacuum Valve Assembly	7,400.00			0	7,400.00	0.00
10. Blow-off Valve Assembly	6,800.00			0	6,800.00	0.00
11. 12-inch Water Main Tap	10,500.00		1	1	10,500.00	10,500.00
12. 8-inch Water Main Connection	8,700.00			0.19663	8,700.00	1,710.68
13. Trench Rock Excavation	27,500.00		25	1	1,100.00	1,100.00
14. 6-inch Gravity Sewer Main	42,228.00		276	0	153.00	0.00
15. Sewer Manhole 48-inch Diam.	35,400.00		2	0	17,700.00	0.00
16. 4-inch Sewer Lateral Connection	36,500.00		5	0	7,300.00	0.00
17. 6-inch AC Pipe (Water & Sewer) Removal & Disposal	5,500.00		50	0	110.00	0.00
18. Squaw Valley Road Restoration (8" AC/8" AB)	11,900.00		35	0	340.00	0.00
19. Bike Path & Residential Street Restoration (3" AC/8" AB)	2,875.00		25	0	115.00	0.00
Subtotal						70,579.68
Less Retainage					-5.00%	-3,528.98

Total						\$67,050.70
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Phone #	Fax #
530-581-4538	

Payments/Credits	\$0.00
Balance Due	\$67,050.70

OK

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
PROGRESS PAYMENT REPORT

EXHIBIT # D - 10
 2 Pages

PROJECT TITLE: **2021 Sewer Television Inspection Project**

DATE: 08/26/2021
 PAYMENT ESTIMATE #: 1

PROJECT NUMBER: * **10-00-150090**


PERIOD: June/July 2021

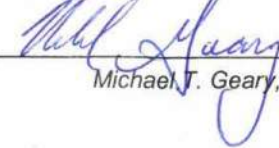
CONTRACTOR NAME **Professional Pipe Services**
 & ADDRESS: **1860 N 95th Lane, Suite 120**
Phoenix, AZ 85037

BID AMOUNT: \$ 69,976.60
 NET CHANGE ORDERS: 2,062.55
 ADJUSTED CONTRACT AMOUNT: \$72,039.15
 WORK COMPLETED: \$ 72,039.15
 % WORK COMPLETED: 100%

ORIGINAL TIME: N/A
 REVISED TIME: _____
 TIME ELAPSED: _____
 % TIME ELAPSED: _____

	<u>PREVIOUS</u>	<u>CURRENT</u>	<u>TO DATE</u>
EARNINGS:			
Work Completed	\$ -	\$ 72,039.15	\$ 72,039.15
Retention on Work Completed	\$ -	\$ -	\$ -
Net Earnings on Work Completed	<u>\$ -</u>	<u>\$ 72,039.15</u>	<u>\$ 72,039.15</u>
Materials on Hand			\$ -
Retention on Materials	\$ -	\$ -	\$ -
Net Earnings On Materials	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL NET EARNINGS	<u>\$ -</u>	<u>\$ 72,039.15</u>	<u>\$ 72,039.15</u>
DEDUCTIONS:			
1.			\$ -
2.			\$ -
3.			\$ -
Total Deductions	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
OTHER ADJUSTMENTS:			
1. Release Retention			\$ -
2.			\$ -
3.			\$ -
Total Adjustments	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL ADJUSTED EARNINGS	<u>\$ -</u>	<u>\$ 72,039.15</u>	<u>\$ 72,039.15</u>
LESS PREVIOUS PAYMENTS			\$ -
PAYMENT DUE THIS ESTIMATE			<u>\$ 72,039.15</u>

REVIEWED BY: 
 Dave Hunt, District Engineer

APPROVED BY: 
 Michael J. Geary, General Manager



SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Olympic Valley Public Service District
305 Squaw Valley Road
Olympic Valley, CA 96146

SUBCONTRACTOR:
Professional Pipe Services
1860 N 95th Lane, Suite 120
Phoenix, AZ 85037

PROJECT NAME:
2021 Sewer Inspection Project

APPLICATION DATE: 8/26/2021

PERIOD TO: 6/30/2021

APPLICATION NO.: 1-6300007859

Job # 2021 Sewer Inspection Project

1. ORIGINAL CONTRACT SUM	\$	69,976.60
2. NET CHANGE BY OPTIONAL	\$	-
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	69,976.60
4. TOTAL COMPLETED & STORED TO DATE	\$	72,039.15
5. RETAINAGE: <u>0%</u>	\$	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 - 5)	\$	72,039.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$	-
8. CURRENT PAYMENT DUE	\$	72,039.15
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 - 6)	\$	(2,062.55)

Handwritten initials

Olympic Valley Public Service District
305 Squaw Valley Road
Olympic Valley, CA 96146

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES #886
AUGUST 31, 2021

*Agenda with board packet and staff reports is available at the following link:
<https://www.ovpsd.org/board-agenda-august-2021>*

A. Call to Order, Roll Call and Pledge of Allegiance. President Dale Cox called the meeting to order at 8:30 a.m.

Directors Present: Directors: Dale Cox, Katy Hover-Smoot, Bill Hudson, Fred Ilfeld, and Victoria Mercer.

Directors Absent: None.

Staff Present: Thomas Archer, District Counsel; Jessica Asher, Board Secretary; Brandon Burks, Operations Manager; Chris De Deo, Fire Captain; Mike Geary, General Manager; Danielle Grindle, Finance & Administration Manager; Jessica Grunst, Account Clerk II and Human Resources Specialist; Dave Hunt, District Engineer; Allen Riley, Fire Chief.

Others Present: Steve Burke; Sean B.; Alison Ekers; Bob Barnett; Janean Foote; Erin Holland; Cheryl Koffler; Jean Lange; David Stepner.

Director Cox led the Pledge of Allegiance.

B. Community Informational Items.

B-1 Friends of Squaw Creek (FOSC) – None.

B-2 Friends of Squaw Valley (FOSV) – Due to generous community support, FOSV will sponsor an additional green waste day September 19th from 9:00 A.M. to 4:00 P.M. A volunteer has offered to help community members who do not have transportation.

B-3 Squaw Valley Design Review Committee (SVDRC) – None.

B-4 Squaw Valley Municipal Advisory Council (SVMAC) – Mr. Stepner provided an update on the Granite View Condominium Project which will have spa/retreat amenities and approximately 40-50 housing units. Mr. Stepner can provide the presentation given to the SVMAC upon request. Mr. Geary added that the same developers are working on a single-family residential development at Washoe Drive for which staff are drafting a Development Agreement for the Board's consideration soon.

B-5 Squaw Valley Mutual Water Company (SVMWC) – Bob Barnett and David Stepner provided an update on the water main replacement project. The MWC has been negotiating with Alterra Mountain Company to replace the pipe between well #1 and #2.

B-6 Squaw Valley Property Owners Association (SVPOA) – None.

B-7 Mountain Housing Council of Tahoe Truckee (MHC) – Director Ilfeld provided an update. A report from Stacy Caldwell was attached to the report and provides valuable information. Director Ilfeld provided highlights of active programs and studies. There was a discussion on short term rentals.

B-8 Tahoe-Truckee Sanitation Agency (T-TSA) – President Cox reviewed the T-TSA Board Meeting summary and discussed a violation which was *not* the result of any discharge to the Truckee River.

- B-9** Capital Projects Advisory Committee (CAP) – Ms. Grindle and Mr. Geary provided a summary. The deadline for Tourism Master Plan Grant submittals is October 14th. Transient Occupancy Tax (TOT) funding has historically been used to fund infrastructure capital improvements, transportation projects, and business associations. The newly formed North Lake Tahoe Tourism Business Improvement District (TBID) is a new 1-2% tax on tourism related businesses which will increase revenue for marketing and business associations. Approximately one-third of the TOT previously allocated to the North Lake Tahoe Resort Association and business associations will be redirected to fund traffic management solutions and workforce housing initiatives. The structure of CAP involvement for newly allocated TOT funds is still being determined.
- B-10** Firewise Community – Chief Riley said that Green Waste Weekend in August was very successful and provided information on home hardening and defensible space inspections. Mr. Stepner said the Firewise Council is working with Alterra Mountain Company to host a virtual evacuation drill on Saturday September 18th. Mr. Stepner said the comment that Ms. Lange made at the last Board meeting regarding campfires along State Route 89 generated substantial discussion on Nextdoor and the community rallied to contact US Forest Service representatives about the issue.

There was a discussion about mandatory compliance with State requirements for defensible space. Chief Riley reviewed the defensible space inspection process and the *Hazardous Vegetation Memorandum of Understanding* with Placer County. Properties that are not compliant after the second round of defensible space inspections will be reported to Placer County who will mandate defensible space compliance or will complete the cleanup and charge homeowners on the property tax roll. Staff is limited in the amount of work that can be done on defensible space inspections, particularly while responding to wildfires.

This item was taken out of order.

G-1 Fire Department Report

Chief Riley reviewed the report including providing an update on the scheduled Green Waste Days, Community Wildfire Protection Plan (CWPP), Fuels Management Program and Defensible Space Inspections. The Department has two crews at the Caldor Fire and has been providing mutual aid response throughout the summer at the Tamarack Fire, Dixie Fire, and Caldor Fire. Chief Riley provided a list of resources for fire information and provided additional information on the Caldor Fire status. There are no evacuation orders or warnings in Placer County currently and the Chief does not anticipate evacuation in Olympic Valley. However, residents should be vigilant and prepared. If the area goes into an evacuation warning people should be packing their car, if an evacuation order is called, people should immediately leave the area per the orders. Sheltering in place should not be required due to the Caldor Fire. CalFire and the US Forest Service have been managing the incident while law enforcement manages evacuations. There was a discussion about how the ski area has started to prepare and how snow guns or water from the ski resort could be used in the event of disaster. There was a discussion about defensible space enforcement, applicable laws, insurance, and other matters related to fire preparedness including consideration of more stringent defensible space and/or home hardening requirements, enforcing requirements, offering incentives, advocating to encourage more rigorous state requirements, managing risk, and educating the community.

C. Public Comment/Presentation.

There was a comment about overgrown forested areas where defensible space requirements are not enforceable, Chief Riley said these areas would be identified as potential projects in the CWPP. A member of the public voiced support of resuming curbside green waste pickup.

D. Financial Consent Agenda Items.

Directors Hover-Smoot and Mercer convened with staff on August 30, 2021, from approximately 3:00 – 3:40 p.m. to review items D-1 through D-7 and other finance-related items on the agenda. Mr. Geary and Director Mercer provided a summary of the meeting.

Public Comment – None.

Director Mercer made a motion to approve the financial consent agenda which was seconded by Director Hover-Smoot. A roll call vote was taken. The motion passed.

Cox – Yes | Hover-Smoot – Yes | Hudson – Yes | Ilfeld – Yes | Mercer – Yes

E. Approve Minutes.

E-1 Minutes for the Board of Directors Regular Meeting of July 27, 2021.

E-2 Minutes for the Board of Directors Special Meeting of August 3, 2021.

The Board reviewed the minutes, accepted public comment, and approved the minutes for the Board of Directors meeting of July 27, 2021 and August 3, 2021.

Director Ilfeld said some instances where the time is designated “A.M.” need to be modified to “P.M.”

Public Comment – None.

Director Mercer made a motion to approve the minutes for the Board of Directors meeting of July 27, 2021, and August 3, 2021, with the correction made, which was seconded by Director Hover-Smoot. A roll call vote was taken. The motion passed.

Cox – Yes | Hover-Smoot – Yes | Hudson – Yes | Ilfeld – Yes | Mercer – Yes

F. Old & New Business.

F-1 Sewer Connection Fee Appeal.

The Board reviewed the item, accepted public comment, and denied Mr. Steven Burke’s appeal of a second Sewer Connection Fee charged for a second unit at 1329 Sandy Way.

Mr. Geary reviewed the staff report. Mr. Burke provided the grounds for his appeal. There was a discussion of second connection fees paid on second units.

Public Comment – None.

Director Hudson made a motion to deny Mr. Steven Burke's appeal of a second Sewer Connection Fee charged for a second unit at 1329 Sandy Way, which was seconded by Director Ilfeld. A roll call vote was taken. The motion passed.

Cox – Yes | Hover-Smoot – Yes | Hudson – Yes | Ilfeld – Yes | Mercer – Yes

F-2 Commercial Lease – 1810 Squaw Valley Road – Perusse Law

The Board reviewed the item, accepted public comment, and approved the proposed lease of 1810 Squaw Valley Road (office space), and authorized the General Manager to execute the lease with Perusse Law.

Ms. Asher reviewed the staff report. There was a discussion about rental rates, utility and snow removal charges, and the eventual need for additional space for the Operations and Fire Departments.

Public Comment – None.

Director Hover-Smoot made a motion to approve the proposed lease of 1810 Squaw Valley Road (office space), and to authorize the General Manager to execute the lease with Perusse Law. The motion was seconded by Director Ilfeld. A roll call vote was taken, and the motion passed.

Cox – Yes | Hover-Smoot – Yes | Hudson – Abstain | Ilfeld – Yes | Mercer – Yes

F-3 Commercial Lease – 1810 Squaw Valley Road – Alterra Mountain Company

The Board reviewed the item, accepted public comment, and approved the proposed lease of 1810 Squaw Valley Road (office space), and authorized the General Manager to execute the lease with Alterra Mountain Company.

Director Hudson left the room due to a conflict of interest as an employee of Alterra Mountain Company.

Public Comment – None.

Director Hover-Smoot made a motion to approve the proposed lease of 1810 Squaw Valley Road (office space), and to authorize the General Manager to execute the lease with Alterra Mountain Company, which was seconded by Director Ilfeld. A roll call vote was taken, and the motion passed.

Cox – Yes | Hover-Smoot – Yes | Hudson – Absent | Ilfeld – Yes | Mercer – Yes

Director Hudson rejoined the room.

G. Management Status Reports.

G-2 Water & Sewer Operations Report

Mr. Burks reviewed the report and provided an update on Operations Department activities including water production, Stage II Drought Restrictions, notifications about heavy water use, Hidden Lake Water and Sewer Line Replacement Project, SVMWC water line replacement project, backflow prevention program, leak detection program, a leak at Valley View Condominiums, and water service line repair work at Squaw Valley Lodge. The aquifer level decreased approximately three feet this month.

G-3 Engineering Report

Mr. Hunt reviewed the report and provided an update on active projects including Hidden Lake Water and Sewer Line Replacement Project, Water Meter Replacement, Granite View Condominiums, Rosser/Carville Single Family Residential; Resort at Squaw Creek Phase II Infrastructure, pressure reducing valve, and Well 18-3R; single family residential plan reviews; and 30% drawings for water and dry utilities for the Village Project.

G-4 Administration & Office Report

Ms. Asher reviewed the report.

G-5 General Manager Report

Mr. Geary reviewed the report.

G-6 Legal Report (verbal)

No Report

G-7 Directors' Comments (verbal)

The Directors asked staff to continue working to prepare for a garbage committee meeting to determine how to address green waste in Tahoe Truckee Sierra Disposal Contract. The recent and upcoming Green Waste Days are a great example of community collaboration.

Director Hover-Smoot made a motion, seconded by Director Mercer to move to Closed Session at 12:05 p.m. The motion passed.

Cox – Yes | Hover-Smoot – Yes | Hudson – Yes | Ilfeld – Yes | Mercer – Yes

H-1. Closed Session – District Labor Negotiations.

The Board met in Closed Session pursuant to Government Code §54957 et al regarding District labor negotiations. Only the action on the agenda, District Labor Negotiations with the Fire Department, was discussed, no action was taken.

Director Hudson made a motion, seconded by Director Hover-Smoot, to move to Open Session at 1:05 PM p.m. The motion passed.

Cox – Yes | Hover-Smoot – Yes | Hudson – Yes | Ilfeld – Absent | Mercer – Yes

I. Possible Action Resulting from Closed Session.

Mr. Archer said only the items on the closed session agenda were discussed and no actions were taken in closed session.

I-1 Fire Department Memorandum of Understanding (MOU).

The Board reviewed the item, accepted public comment, and adopted Resolution 2021-21, approving the MOU with the International Union of Operating Engineers, Stationary Engineers, Local 39, for the Fire Department Personnel.

The Board waived the reading of Resolution 2021-21.

Public Comment – None.

Director Hover-Smoot made a motion to adopt Resolution 2021-21, approving the MOU with the International Union of Operating Engineers, Stationary Engineers, Local 39, for the Fire Department Personnel. The motion was seconded by Director Mercer. A roll call vote was taken, and the motion passed.

Cox – Yes | Hover-Smoot – Yes | Hudson – Yes | Ilfeld – Absent | Mercer – Yes

J. Adjourn.

Director Hover-Smoot made a motion, seconded by Director Hudson to adjourn at 1:16 PM. The motion passed.

Cox – Yes | Hover-Smoot – Yes | Hudson – Yes | Ilfeld – Absent | Mercer – Yes

By, J. Asher

DRAFT



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-1
7 Pages

CalPERS Pension – Unfunded Accrued Liability Additional Payment

DATE: September 28, 2021

TO: District Board Members

FROM: Danielle Grindle, Finance & Administration Manager

SUBJECT: Pay down California Public Employees Retirement System (CalPERS) Unfunded Accrued Pension Liability for Safety Group (Fire Department).

BACKGROUND: The District contracts with the California Public Employees Retirement System (CalPERS) to provide pension services for its employees as a part of their overall compensation and benefits.

Governmental Accounting Standards Board Statement #68 (GASB 68) requires a calculation of the District pension plans' "Unfunded Accrued Liability" (UAL) and for that estimate to be included in the District's annual audited financial statements.

The total UAL posted for the Safety Group in the FY 2020-21 financial statements is \$3M. This balance accrues interest annually at a rate equal to the CalPERS's *Discount Rate*, which was recently reduced to 6.8% after strong investment returns for FY 2020-21. During the most recent budget cycle, the Board approved an additional \$200,000 payment to the UAL for the Safety Group. This was going to be paid through a loan from the Utility Department. However, due to strike team revenue earned year-to-date, the inter-company loan is not necessary.

Lastly, the District received the Estimated Allocation of Property Taxes for Fiscal Year 2022, also known as the "September Surprise". The total anticipated tax revenue, less any fees from the County is estimated to be \$3,870,000. This is \$132,000 greater than the budgeted amount.

DISCUSSION: The District can save a considerable amount of money in interest by paying off the District's UAL early. In addition to the \$200,000 budgeted UAL payment, staff is proposing that \$100,000 from the additional property tax revenue be spent towards the Safety Group UAL.

After the \$300,000 payment to the UAL for the Safety Group, it is estimated to be at an 85% funding level. There are three more additional payments scheduled through fiscal year 2025 which should get the group to a 90% funded level. The majority of funds to pay down the Safety Group’s UAL will come from property tax revenue as well as reimbursements for Strike Teams. See below for the proposed pay-down schedule.

	Total Additional Discretionary Payment (ADP) (Valued Mid-year)	Schedule with ADP		Projected Funded Ratio End of Year
		UAL Balance	Required Minimum Payment	
2019-20		\$ 3,294,213	\$ 397,884	79.7%
2020-21	\$ 230,485	\$ 3,113,232	\$ 204,173	82.3%
2021-22	\$ 300,000	\$ 2,881,543	\$ 227,545	85.3%
2022-23	\$ 200,000	\$ 2,537,555	\$ 225,818	87.6%
2023-24	\$ 200,000	\$ 2,274,713	\$ 227,988	89.8%
2024-25	\$ 200,000	\$ 1,991,229	\$ 229,420	91.9%
2025-26	\$ -	\$ 1,686,419	\$ 220,334	92.9%
2026-27	\$ -	\$ 1,576,551	\$ 226,031	93.8%
2027-28	\$ -	\$ 1,453,101	\$ 231,884	94.7%
2028-29	\$ -	\$ 1,314,955	\$ 237,897	95.6%
2029-30	\$ -	\$ 1,160,918	\$ 244,078	96.5%
2030-31	\$ -	\$ 989,704	\$ 250,427	97.4%
2031-32	\$ -	\$ 799,940	\$ 256,950	98.2%
2032-33	\$ -	\$ 590,144	\$ 248,345	98.9%
2033-34	\$ -	\$ 374,562	\$ 239,084	99.6%
2034-35	\$ -	\$ 153,473	\$ 158,754	100.0%

The amounts to be paid in future years will be a function of the variable UAL balance as well as available property tax. Variability in the UAL balance can be significant and is generally caused by CalPERS’ annual investment performance. The UAL will change every year so it’s not feasible to prepare a fixed amortization schedule. Consequently, staff will update the pay down schedule annually during the Budget process using then-current data from CalPERS until the District reaches the recommended funding level of 90%.

- ALTERNATIVES:**
1. Approve payment of \$300,000 to pay-down the District’s Safety Group’s CalPERS Unfunded Accrued Pension Liability (UAL).
 2. Authorize staff to pay-down the plans’ UAL in another manner or amount.
 3. Do not authorize staff to pay-down the District’s CalPERS pension UAL.

FISCAL/RESOURCE IMPACTS: The source of funds will come from strike team revenue for the 2021-2022 fiscal year, which year-to-date is approximately \$190,000 in *net*

revenue. The remaining funds will come from additional unbudgeted property tax revenue mentioned above.

RECOMMENDATION: Approve payment of \$300,000 to pay-down the District's Safety Group CalPERS Unfunded Accrued Pension Liability (UAL).

ATTACHMENTS: PERS Lump Sum Payment Request (4 pages).

DATE PREPARED: September 20, 2021



California Public Employees' Retirement System

Actuarial Office

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744

888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

September 20, 2021

CalPERS ID: 5533681281
 Employer Name: SQUAW VALLEY PUBLIC SERVICE DISTRICT
 Rate Plan: SAFETY PLAN [7803]

Re: Lump Sum Payment to reduce the Unfunded Accrued Liability

Dear Requestor:

As requested, information on the fiscal year 2022-23 employer contribution requirement following your lump sum payment is shown below.

If you are aware of others interested in this information (e.g., payroll staff, county court employees, port districts), please inform them.

The information is based on the most recent annual valuation and assumes payment by *September 30, 2021* and no further contractual or financing changes taking effect before June 30, 2022. The Unfunded Accrued Liability (UAL) will be reduced or eliminated by a lump sum payment in the amount of **\$300,000**. The payment will be applied to the Assumption Change 06/30/2017 and Investment (Gain)/Loss 06/30/2020 base(s).

There will be no change to your FY 2021-22 contributions.

Valuation as of June 30, 2020	Pre-Payment	Post-Payment
Projected 6/30/2022 Total Unfunded Liability	\$ 3,211,384	
Payment on September 30, 2021	\$ 300,000	
Revised 6/30/2022 Total Unfunded Liability		\$ 2,895,823
FY 2022-23 Employer Contributions		
Base Total Normal Cost for Formula	31.46%	31.46%
Surcharges for Class 1 Benefit		
a) FAC 1	1.28%	1.28%
Phase out of Normal Cost Difference	0.00%	0.00%
Plan's Total Normal Cost	32.74%	32.74%
Formula's Expected Employee Contribution Rate	8.99%	8.99%
Employer Normal Cost Rate	23.75%	23.75%
Payment on Assumption Change 06/30/2017	\$ 19,798	\$ 4,318
Payment on Investment (Gain)/Loss 06/30/2020	\$ 6,890	\$ 4,590
Payment on all other bases	<u>\$ 232,779</u>	<u>\$ 232,779</u>
Employer Unfunded Liability Payment	\$ 259,467	\$ 241,687

The attached schedule of the plan's amortization bases includes the additional discretionary payment (s) listed above.

	Fiscal Year
Required Employer Contribution	2022-23
Employer Normal Cost Rate	23.75%
<i>Plus</i>	
Required Payment on Amortization Bases	
<i>Paid either as</i>	
1) Monthly Payment	\$ 20,140.58
<i>Or</i>	
2) Annual Prepayment Option*	\$ 233,648
<p><i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).</i></p> <p><i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).</i></p>	

To initiate this payment, the enclosed Lump Sum Payment Request must be completed and returned to the CalPERS Fiscal Services Division with payment by Electronic Funds Transfer (EFT) or wire transfer by September 30, 2021. A copy should be sent to us.

If you have questions, please call (888) CalPERS (225-7377).



KELLY STURM, ASA, MAAA
Supervising Pension Actuary, CalPERS

Schedule of Amortization Bases

Reason for Base	Date Est.	Ramp Level 2022-23	Ramp Shape	Escalation Rate	Amort. Period	Balance 6/30/20	Expected Payment 2020-21	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Minimum Required Payment 2022-23
SHARE OF PRE-2013 POOL UAL	06/30/13	No Ramp		2.75%	15	880,993	72,695	867,466	74,694	850,925	76,748
NON-INVESTMENT (GAIN)/LOSS	06/30/13	100%	Up/Down	2.75%	23	(13,881)	(942)	(13,878)	(967)	(13,849)	(994)
INVESTMENT (GAIN)/LOSS	06/30/13	100%	Up/Down	2.75%	23	1,222,834	82,953	1,222,625	85,235	1,220,041	87,579
NON-INVESTMENT (GAIN)/LOSS	06/30/14	100%	Up/Down	2.75%	24	10,938	723	10,956	743	10,954	764
INVESTMENT (GAIN)/LOSS	06/30/14	100%	Up/Down	2.75%	24	(882,542)	(58,360)	(883,952)	(59,965)	(883,800)	(61,614)
ASSUMPTION CHANGE	06/30/14	100%	Up/Down	2.75%	14	581,245	55,270	564,760	56,790	545,549	58,352
NON-INVESTMENT (GAIN)/LOSS	06/30/15	100%	Up/Down	2.75%	25	(2,077)	(109)	(2,110)	(140)	(2,113)	(143)
INVESTMENT (GAIN)/LOSS	06/30/15	100%	Up/Down	2.75%	25	576,658	30,162	585,824	38,739	586,760	39,804
NON-INVESTMENT (GAIN)/LOSS	06/30/16	100%	Up/Down	2.75%	26	(121,435)	(4,772)	(124,999)	(6,538)	(126,986)	(8,397)
INVESTMENT (GAIN)/LOSS	06/30/16	100%	Up/Down	2.75%	26	109,919	4,319	113,146	5,918	114,945	7,601
ASSUMPTION CHANGE	06/30/16	100%	Up/Down	2.75%	16	238,678	12,995	241,943	17,803	240,463	22,865
NON-INVESTMENT (GAIN)/LOSS	06/30/17	80%	Up/Down	2.75%	27	9,267	246	9,661	380	9,944	520
INVESTMENT (GAIN)/LOSS	06/30/17	80%	Up/Down	2.75%	27	(374,921)	(9,966)	(390,857)	(15,360)	(402,328)	(21,043)
ASSUMPTION CHANGE	06/30/17	80%	Up/Down	2.75%	17	257,121	9,376	265,421	217,827	58,678	4,318
NON-INVESTMENT (GAIN)/LOSS	06/30/18	60%	Up/Down	2.75%	28	54,828	749	57,891	1,539	60,351	2,372
INVESTMENT (GAIN)/LOSS	06/30/18	60%	Up/Down	2.75%	28	(119,025)	(1,626)	(125,675)	(3,341)	(131,016)	(5,149)
ASSUMPTION CHANGE	06/30/18	60%	Up/Down	2.75%	18	459,658	239,055	244,553	8,918	252,447	13,744
METHOD CHANGE	06/30/18	60%	Up/Down	2.75%	18	101,392	1,890	106,534	3,885	109,973	5,987
NON-INVESTMENT (GAIN)/LOSS	06/30/19	No Ramp		0.00%	19	65,054	0	69,608	6,352	67,910	6,352
INVESTMENT (GAIN)/LOSS	06/30/19	40%	Up Only	0.00%	19	58,528	0	62,625	1,369	65,593	2,738
NON-INVESTMENT (GAIN)/LOSS	06/30/20	No Ramp		0.00%	20	44,920	0	48,064	0	51,428	4,693
INVESTMENT (GAIN)/LOSS	06/30/20	20%	Up Only	0.00%	20	275,256	0	294,524	101,688	209,954	4,590
TOTAL						3,433,408	434,658	3,224,130	535,569	2,895,823	241,687

This schedule assumes an additional discretionary payment is made in the amount and by the date stated on page 1 of this letter.

LUMP SUM PAYMENT REQUEST

Please complete and return this form by either mail or e-mail.

Mail	CalPERS – FRAS Cash and Payments Processing Unit P.O. Box 942703 Sacramento, CA 94229-2703
E-mail	FCSD_public_agency_wires@calpers.ca.gov

Payment may be made by EFT through myCalPERS or wire transfer.

EFT through myCalPERS	E-mail <i>FCSD_public_agency_wires@calpers.ca.gov</i> at least two business days prior to the payment date. A receivable in the amount of the payment will be established. Once you are notified that the receivable has been established, sign in to your myCalPERS account and submit payment via Electronic Funds Transfer (EFT).
Wire	ABA#0260-0959-3 Bank of America Sacramento Main 555 Capitol Mall, Suite 1555 Sacramento, CA 95814 For credit to State of CA, CalPERS Account # 01482-80005 E-mail <i>FCSD_public_agency_wires@calpers.ca.gov</i> and your actuary on the day of the wire to ensure timely crediting to your account. Any individual wire totaling over \$5,000,000 requires 72-hour notice.

Employer Name: SQUAW VALLEY PUBLIC SERVICE DISTRICT
CalPERS ID: 5533681281
Member Group or Plan: SAFETY PLAN
Rate Plan ID: 7803

Amount: **\$ 300,000**

Purpose:	Pay Down Unfunded Liability
Base(s) to which payment is applied:	Assumption Change 06/30/2017 and Investment (Gain)/Loss 06/30/2020

In recognition of our payment please revise our required employer contribution effective July 1, 2022:

Name and Title (Please Print): _____

Signature: _____ Date: _____

Mailing Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

RESOLUTION 2021-22

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
APPROVING SALARY SCHEDULES FOR FISCAL YEAR 2021-2022**

WHEREAS, the Board of Directors of the Olympic Valley Public Service District has reviewed and considered the costs and expenses anticipated to be incurred in the maintenance and operation of the water and sewer systems, fire department, the garbage program and the General Fund; and

WHEREAS, the District Budget for Fiscal Year 2021-2022 was approved with employee salary and benefit costs included in the budget; and

WHEREAS, pay schedules for public employees are public records that are required by State law to be available for public review; and

WHEREAS, the District's Board of Directors support and expect open-government and transparency concerning the compensation of public employees.

NOW, THEREFORE, BE IT RESOLVED that the attached salary schedules have been reviewed and approved by the District's Board of Directors.

PASSED AND ADOPTED this 28th day of September 2021 at a regular meeting of the Board of Directors duly called and held by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dale Cox, Board President

ATTEST:

Jessica Asher, Board Secretary

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
 Summary of Salary Schedules
 Effective July 03, 2021

<u>Position</u>	<u>Range</u>	<u>Time Base</u>	<u>Salary Step</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
FIRE DEPARTMENT							
Fire Chief	A	Monthly					15,533.43
Captain	B	Monthly					
	New Base		7,059.16	7,412.12	7,782.72	8,171.86	8,580.46
	FLSA		189.09	198.54	208.47	218.89	229.83
			<u>7,248.25</u>	<u>7,610.66</u>	<u>7,991.19</u>	<u>8,390.75</u>	<u>8,810.29</u>
Engineer	D	Monthly					
	New Base		6,197.83	6,507.72	6,833.10	7,174.76	7,533.50
	FLSA		166.01	174.31	183.03	192.18	201.79
			<u>6,363.84</u>	<u>6,682.03</u>	<u>7,016.13</u>	<u>7,366.94</u>	<u>7,735.29</u>
Firefighter	E	Monthly					
	New Base		5,641.01	5,923.06	6,219.22	6,530.18	6,856.68
	FLSA		151.10	158.65	166.58	174.91	183.66
			<u>5,792.10</u>	<u>6,081.71</u>	<u>6,385.80</u>	<u>6,705.09</u>	<u>7,040.34</u>
Paramedic		Monthly	10% increase to current salary range for full time positions				
Seasonal Firefighter-EMT	N/A	Hourly	1st Season 20.00	2nd Season 21.00	3rd Season 22.00	4th Season 23.00	5th+ Season 24.00
Seasonal Firefighter-Paramedic	N/A	Hourly	22.00	23.00	24.00	25.00	26.00

Rev 07-03-21 - Includes 1.86% COLA for all represented positions per MOU

Rev 07-03-21 - Includes wage adjustments to the Seasonal Firefighter EMT and Seasonal Firefighter Paramedic positions

Rev 07-03-21 - Includes 1.86% COLA for Fire Chief



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-3
5 Pages

California Department of Forestry and Fire Protection (Cal Fire) Grant Award

DATE: September 28, 2021

TO: District Board Members

FROM: Jessica Asher, Board Secretary and Allen Riley, Fire Chief

SUBJECT: CAL FIRE Grant Award – Olympic Valley Community Wildfire Protection Plan

BACKGROUND: A Community Wildfire Protection Plan (CWPP) identifies and prioritizes areas for hazardous fuel reduction treatments and recommends the types and methods of treatment that will mitigate the risk of wildfire. A CWPP will address issues such as wildfire response, hazard mitigation, community preparedness, and/or structure protection.

To prepare the CWPP, the Firewise Community and District identified the need to hire a consultant. The estimated cost to prepare the CWPP is \$28,800 plus District labor to manage the contract and participate in the process. The Firewise Community received funding commitments from:

- Alterra Mountain Company: \$10,000
- Friends of Squaw Valley (Olympic Valley Community): \$5,300
- Resort at Squaw Creek: \$3,500
- Olympic Valley Public Service District: \$10,000

In December, 2020 the District entered into an agreement with Deer Creek Resources to prepare the Olympic Valley CWPP.

Through the California Climate Investments (CCI) Fire Prevention Grant Program, CAL FIRE aims to reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires. Fire Prevention Planning Projects, including creation or updating of strategic wildfire planning documents such as Community Wildfire Protection Plans are eligible for the grants, thus, staff submitted a grant request to the California Department of

Forestry and Fire Protection (CAL FIRE) for approximately \$32,000 for the Olympic Valley CWPP in May 2021.

DISCUSSION: In September, the District was notified that the project was selected for funding. Staff are awaiting the full agreement at which point it will execute the contract as quickly as possible so that remaining consultant expenses are reimbursable. Since the work performed from April 2020 through the agreement execution will not be reimbursable, we have proposed that the initial work be split proportionally among the funding partners listed above. The District spoke with the Firewise Community and Friends of Squaw Valley to notify them of the grant award, and they coordinated with Alterra Mountain Company and the Resort at Squaw Creek to determine if the entities would prefer to keep the funds committed to wildfire prevention and preparedness as directed by the Friends of Squaw Valley or the Olympic Valley Firewise Community. These funds could be leveraged with grant funds and be dedicated to additional Green Waste Days, home hardening activities, etc.

ALTERNATIVES: 1. Adopt Resolution 2021-23 approving the District to enter into an agreement with the State of California to carry out the Olympic Valley CWPP Planning Project.

2. Do not adopt Resolution 2021-23.

FISCAL/RESOURCE IMPACTS: Acceptance of the grant will release up to \$10,000 of District funds allocated for preparation of the CWPP, these funds can be used for other wildfire preparedness efforts. Additionally, the grant will allow

RECOMMENDATION: Adopt Resolution 2021-23 approving the District to enter into an agreement with the State of California to carry out the Olympic Valley CWPP Planning Project.

ATTACHMENTS: Grant Award Letter and Resolution 2021-23.

DATE PREPARED: September 23, 2021.

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



September 8, 2021

Allen Riley
Olympic Valley Public Service District
305 Squaw Valley Rd.
PO Box 2026
Olympic Valley, CA 96146

RE: PROJECT APPLICATION FOR THE CAL FIRE CALIFORNIA CLIMATE INVESTMENTS (CCI) FIRE PREVENTION (FP) GRANTS

Dear Applicant:

The Department of Forestry and Fire Protection (CAL FIRE) is pleased to inform you that your application for the grant project entitled **Olympic Valley Community Wildfire Protection Plan (20-FP-NEU-0254)** has been selected for funding.

You will receive the full agreement with instructions via email within 30 days. All documents must be returned to CAL FIRE no later than **January 3, 2022**. Failure to return documents by this date may result in loss of funding. It is important that you do not start on your grant project until you have received a confirmation that your grant agreement has been fully executed.

Please coordinate with your appropriate region staff to validate the polygons that were previously submitted for your project application. In addition, you may be required to provide information to complete the required emissions calculations for your project per the required Quantification Methodology. You will be contacted if this information is needed.

We look forward to working with you on your grant project. If you have any additional questions, please contact **Elsa Hucks** at **(530) 889-0111 x127** or **Elsa.Hucks@fire.ca.gov**.

Sincerely,

A handwritten signature in blue ink that reads "Natalie B.".

Natalie Burke
Staff Services Manager I
Fire Plan and Prevention Grants Program Manager

RESOLUTION 2021-23

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
FOR FUNDING FROM THE CALIFORNIA CLIMATE INVESTMENTS
FIRE PREVENTION GRANT PROGRAM**

WHEREAS, the Governor of the State of California in cooperation with the California State Legislature has enacted State of California Climate Investment, which provides funds to the State of California and its political subdivisions for fire prevention programs; and

WHEREAS, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program, and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out the Olympic Valley Community Wildfire Protection Plan Planning Project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Olympic Valley Public Service District:

1. Approved the filing of an application for “California Climate Investment Fire Prevention Grant Program”, and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of Olympic Valley Public Service District are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to March 31, 2025.
5. Appoints the General Manager, Fire Chief, or a designee, as agent of the Olympic Valley Public Service District to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED this 28th day of September 2021 at a regular meeting of the Board of Directors by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dale Cox, Board President

ATTEST:

Jessica Asher, Board Secretary

CERTIFICATE OF RESOLUTION

I, Jessica Asher, Board Secretary of the Olympic Valley Public Service District, witness my hand or seal of the Olympic Valley Public Service District on this ____ day of _____ 2021.

Jessica Asher, Board Secretary (seal)
Olympic Valley Public Service District



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-4
4 Pages

Advanced Metering Infrastructure (AMI) Implementation and Water Meter Replacement Project

DATE: September 28, 2021
TO: District Board Members
FROM: Dave Hunt, District Engineer
SUBJECT: Contract Award to Badger Meter

BACKGROUND: The Advanced Metering Infrastructure (AMI) Implementation and Water Meter Replacement Project (Project) is being implemented to support the District's water conservation and customer service programs as well as replace aged residential and commercial water meters in the system.

The District originally installed meters on all residential and commercial customers in 1998, making our system fully metered. There are approximately 875 metered customers in our service area, including residential, commercial, and irrigation connections. More than 600 of the meters were installed in 1998-1999. The average useful life of a water meter is 15-20 years, at which point it begins to read inaccurately, typically under-registering water consumption.

DISCUSSION: The District has completed a monthslong evaluation of water meters and AMR/AMI technology. Price proposals were received for water meters, endpoints, and software from three (3) industry leading vendors including, Badger Meter, Neptune Technology Group, and Sensus by Xylem. These proposals were evaluated against the following criteria:

- Cost
- Ease of Implementation
- District familiarity with products and vendor Compatibility with existing operations and enterprise software
- AMR/AMI technology and software
- Neighboring utilities use of similar meters and technology

Based on the evaluation, staff is recommending implementing the Project using Badger Meter.

A summary of the cost proposals is presented below. Costs include both capital cost for initial expenditures and annual costs associated with software licensing fees. Note that the Badger Meter proposes a cellular based AMR/AMI solution, while the others require fixed network hardware installation.

Vendor Cost Summary

Capital Costs	Badger (1)	Sensus (2)	Neptune (3)
Water Meters	\$ 212,907.61	\$ 170,500.69	\$ 290,652.86
End Points	\$ 106,686.94	\$ 139,156.88	N/A
AMR Hardware	\$ 8,258.25	\$ 9,652.50	\$ 9,947.44
AMR/AMI System Software and Integration	\$ 3,507.50	N/A	N/A
AMI Base Station Hardware and Installation	N/A	\$ 131,975.00	\$ 91,156.14
Subtotal Capital Costs	\$ 331,360.29	\$ 451,285.06	\$ 391,756.44

Annual Costs

AMR Annual Maintenance Fees			
1st year	\$ 4,750.20	\$ 9,000.00	\$ 6,237.00
2nd Year	\$ 9,770.40	\$ 9,000.00	\$ 6,237.00
AMI Annual Maintenance Fees - 3-10 Year	\$ 7,920.00	\$ 9,000.00	\$ 25,875.00
<i>Annual Cost/Metered Customer (875 meters)</i>	<i>\$ 9.05</i>	<i>\$ 10.29</i>	<i>\$ 29.57</i>

- (1) Badger AMI system uses cellular technology and endpoints and does not require base station installation
AMR annual maintenance fees required until all cellular endpoints are installed (2 years)
Starting in 3rd year only AMI annual maintenance fees required
- (2) Sensus AMI system requires base station installation at West Tank and East Tank
Base station installation will occur in 3rd year
- (3) Neptune AMI system requires base station installation at West Tank and East Tank
Base station installation will occur in 3rd year
Neptune AMI software requires 3rd party software for customer portal (Water Smart)

The new water meters will be installed in existing meter setters and boxes. Meter boxes will be replaced as necessary due to broken or aged condition. District Operations staff will perform the installation of the meters and endpoints. New and/or retrofitted meter box lids will be required that are compatible with the AMR/AMI endpoints. The new water meters will be ultrasonic meters for all sizes. Ultrasonic meters provide for much higher accuracy over the low flow and extended low flow ranges as compared to the current positive displacement type meters.

Software is all hosted in a web server format and includes the Beacon Advanced Metering Analytics (AMA) package for District use and a customer side solution, *EyeOnWater*. Beacon AMA will provide staff with user intuitive tools to evaluate water consumption data and better interact with customers inquiries and provide for automatic leak notifications for the District and our customers. It also integrates readily with Springbrook. *EyeOnWater* will allow our customers to see real time water use data, view, and understand their usage profile using easy to understand consumption graphs and provide a simple method to establish alerts to better

manage water use. *EyeOnWater* will be available via computer and Android/iOS mobile apps.

Badger Meter is an industry leader in water meter and AMR/AMI technology. Other neighboring Districts, including Northstar CSD and Tahoe City PUD, have successfully implemented similar projects.

The Project will be implemented over a three (3) year period. As mentioned previously, the District’s current AMR system (*Connect*) and meter endpoints are no longer supported. It is imperative that the initial phase of the Project commence immediately and include upgrading to the new Beacon AMA system and current version of Springbrook simultaneously. This upgrade will allow for reading and reporting the existing CE and ME endpoints until such time the cellular based endpoints are installed with the new meters. This will occur in November/December 2021. Meter and cellular endpoint installations will occur throughout 2022 and 2023 and it is anticipated that the complete AMI system will be implemented by the end of 2023.

- ALTERNATIVES:**
1. Approve the cost proposal from Badger Meter and authorize the General Manager to execute all contractual documents.
 2. Do not approve the proposal from Badger Meter.

FISCAL/RESOURCE IMPACTS: The Project will be funded from the Water FARE, offset by grants received from the California Department of Water Resources (DWR) and Placer County Water Agency’s Financial Assistance Program (FAP). The total Project cost estimate is provided below.

PROJECT COST ESTIMATE

Water Meters and Endpoints (Badger)	\$ 319,594.54
Beacon AMR System Hardware (Badger)	\$ 8,258.25
Beacon AMR System and Springbrook Integration (Badger)	\$ 3,507.50
Meter Box Lids	\$ 54,697.50
Meter Install by Ops Dept	\$85,250
10% New Boxes, Plumbing	\$112,500
SUBTOTAL	\$ 583,807.79
<i>1st Year Beacon Hosting Fee (Badger)</i>	\$ 4,750.20
<i>Springbrook Integration Fee (Springbrook)</i>	\$ 3,580.00
<i>Planning</i>	\$ 20,000.00
<i>Administration</i>	\$ 20,000.00
<i>Construction Administration</i>	\$ 10,000.00
<i>15% Contingency</i>	\$ 87,571.17
TOTAL PROJECT ESTIMATE	\$ 729,709.16

Grants for the project include \$35,080 from DWR and \$371,600 from the FAP.

RECOMMENDATIONS: Staff recommends approval of the cost proposal from Badger Meter to provide water meters, endpoints, and AMR/AMI system and integration and recommends the General Manager be authorized to execute the necessary contractual documents with Badger Meter in an amount not to exceed \$340,00.00, as well as an additional contingency amount of 15% not to exceed \$50,000.00 to cover costs which may be incurred due to unforeseen circumstances during implementation of the Project.

ATTACHMENTS: None

DATE PREPARED: September 23, 2021



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-5
25 Pages

Springbrook Accounting Software Upgrade

DATE: September 28, 2021

TO: District Board Members

FROM: Danielle Grindle, Finance and Administration Manager

SUBJECT: Contract with Springbrook, Inc. to upgrade accounting software.

BACKGROUND: For well over a decade the District has used Springbrook for its accounting software. Springbrook specializes in finance and administrative solutions for local governments and is used by many of the agencies in the region. While Springbrook offers many features, the District specifically relies on the software to perform critical functions such as payroll, budgeting, reporting, billing, and accounts payable. The District currently uses version 7.14 which was installed in May of 2012. The cost for that upgrade was \$30,635.

In November 2019, the board approved an upgrade to Springbrook's latest on-premise version for an amount of \$10,000. During implementation it was discovered that the District's meter reading software was not compatible with the new version of Springbrook. Since the District was about to embark on a new meter replacement project with new meter read software, the Springbrook upgrade was put on hold.

DISCUSSION: Now that a new meter replacement project has commenced, the District is ready to proceed with the Springbrook Cloud upgrade. Part of the 2012 Strategic Plan states that the District should review opportunities with existing software that will enhance the security, reliability, growth, data management, etc. Since it has been nine years since the last upgrade and Springbrook is heavily relied on to perform daily finance and administrative functions, the upgrade is much needed. A few new features of the upgrade that will benefit the District include updated reporting, new layouts to billing invoices, and improved data fields for accounts-payable and accounts-receivable, as well as other enhancements that make the software more user-friendly and will speed up regular tasks performed by staff.

ALTERNATIVES: 1. Approve the contract to purchase and install the cloud version of Springbrook accounting software.

2. Do not approve the contract.

FISCAL/RESOURCE IMPACTS: This will mainly be funded through the Water, Sewer, and Fire operating accounts. An amount of \$10,000 was budgeted for 2021-22 fiscal year, however, a revised quote estimates the cost for the upgrade to be \$17,900. This is due to increased costs since 2019, as well as an additional 20 hours of time (\$3,580) dedicated to Springbrook implementing our new meter read software, *BEACON*. Note the additional 20 hours will be funded through the Water Meter Replacement Project grant from PCWA grant awarded in 2021. The cost to purchase and implement the software is not to exceed \$17,900, plus an additional 15% contingency (\$2,685) for unforeseen expenses related to implementing new software. Therefore, staff is requesting a budget amendment for FY 2022 in the amount of \$10,585. Lastly, the attached quote includes \$15,000 in annual product costing. This was included in the FY2022 operating budget.

RECOMMENDATION: Authorize a budget amendment in the amount of \$10,585 for FY 2021-22 and approve the contract for Springbrook, Inc. in the amount of \$17,900, and authorize the General Manager to execute the contractual documents.

ATTACHMENTS: Quote for Springbrook Software Upgrade - Cloud Version (7 pages).
Springbrook Software as a Service (SaaS) Agreement (16 pages).

DATE PREPARED: September 22, 2021



Order Form
Olympic Valley Public Service District, CA
09-22-2021

Olympic Valley Public Service District, CA: Cloud Migration

Expiration Date: 12-21-2021





Dear Danielle Grindle,

Thank you for the opportunity to submit this order form in the amount of \$32,900.00.

All of us at Springbrook are working to provide the best possible solutions for your agency and your citizens.

Our goal is nothing short of your 100% satisfaction.

Thank you for being a valued customer.

Sincerely,

Bea Williams

Bea Williams



Annual Product Pricing

Item Name	Rate	Quantity	Discount %	Net Price
Accounts Receivable Subscription	\$2,811.00	1	46.64%	\$1,500.00
Finance Suite Subscription	\$9,000.00	1	22.22%	\$7,000.00
Payroll Subscription	\$6,500.00	1	69.23%	\$2,000.00
Utility Billing Subscription	\$11,000.00	1	59.09%	\$4,500.00
Discount				48.82%
Products Total Net Price				\$15,000.00

Estimated Professional Services Pricing

Item Name	Rate	Description	Quantity	Net Price
SaaS Migration Professional Services	\$179.00	Cloud Migration Services	80	\$14,320.00
Standard Professional Services	\$179.00	Beacon Upgrade Services	20	\$3,580.00
Estimated Professional Services Total Net Price				\$17,900.00

Grand Total:	\$32,900.00
* Excludes Applicable Sales Tax	



Order Details

General Information	
Customer Name:	Olympic Valley Public Service District, CA
Customer Contact:	Danielle Grindle
Customer Address:	PO Box 2026, Olympic Valley, California, United States, 96146-2026
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms
Term(s):	3 year

Order Terms	
Items Ordered	Order Start Date
Professional Services Orders	Date of the last signature on the Order Form
Managed Services	Date of the last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (New)	The earlier of a) date of delivery** of software or log-in to hosted software to Customer or b) 60 days after last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	The day after expiration of your last order of the same product
Special Order Terms	None

**The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.



Order Duration

- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- Subscriptions, Maintenance, Hosting and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, 1 year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").

Invoice Timing and Delivery

- Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Items Ordered	Invoice Timing
Professional Services Orders	Monthly for services in the prior month* unless specified in Special Professional Services Invoicing Terms
Managed Services and Annual Report Services	Managed Services, Report Services, begin upon the order start date and continue through June 30 of signed year. Specialized training services begin upon order start date and continue for four months. Other specialized support services within Managed Services, begin upon order start date for one year.
Software Licenses and Hardware	Customer signature on Order Form
Subscriptions, Maintenance and Hosting (New)	Customer signature on Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	60 days in advance of the Order Start Date
CivicPay Transactions	Monthly for transactions in the prior month

*Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work – changes under \$5,000 will continue to be delivered and billed accordingly.



Special Order Terms	
Special Order Terms	None
In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.	

Payment Terms	
Payment Terms	Net 30
Special Invoicing Terms	None
Special Professional Service Invoicing Terms	
Billing Contact	Jessica Grunst
Billing Email	jgrunst@svpsd.org
If the Customer requires a PO number on invoices, Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.	
PO# (If required):	



As Buyer, by signing you agree to the terms and conditions as set forth in this agreement.

Agency Representative

BUYER SIGNATURE

BUYER SIGNATURE DATE

As Seller, by signing you agree to the terms and conditions as set forth in this agreement.

Springbrook Representative

John Perreault

CRO

SELLER SIGNATURE

SELLER SIGNATURE DATE

DocuSigned by:
John Perreault
74BDD73FF8F64F9...
9/22/2021

SPRINGBROOK MASTER SERVICES AGREEMENT – SOFTWARE AS A SERVICE

This Springbrook Master Services Agreement (this “**Agreement**”) is entered into as of the date of last signature (the “**Effective Date**”) by and between Springbrook Holding Company, LLC, a Delaware corporation with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205 (“**Springbrook**”) and Customer identified on the Order, together referred to as the “**Parties**” and each individually as a “**Party**.” Specific services terms, product details, and any applicable license and/or subscription terms will be set forth in applicable Order(s) which shall become binding on the parties and subject to this Agreement.

Purchase or use of the Subscription Service (defined below) is subject to this Agreement. If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an “**Entity**”), Customer is agreeing to this Agreement for that Entity and representing to Springbrook that it has the authority to bind such Entity to this Agreement.

1. DEFINITIONS

1.1 “**Authorized User**” means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer’s employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Subscription Service.

1.2 “**Customer Data**” means any and all content, eDocuments, materials, data and information that Customer or its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.

1.3 “**Customer**” means the entity that purchases a subscription to the Subscription Service, directly from Springbrook or through an authorized reseller, distributor, or other channel partner of Springbrook.

1.4 “**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.5 “**Online Payments Schedule**” means service-specific terms and conditions applicable to the Springbrook Online Payments software, attached hereto as Exhibit C.

1.6 “**Open Source Software**” or “**OSS**” means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and may be embedded in the delivered Software.

1.7 “**Optional Subscription Services**” mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Springbrook or through an authorized reseller or partner of Springbrook, as more particularly described or identified in the applicable Order.

1.8 “**Order Form**” means written orders to purchase subscriptions and to use the Subscription Service (or, where applicable, to purchase Optional Subscription Services).

1.9 **“Order Term(s)”** means the Term(s) specified on the Order Form.

1.10 **“Services”** means the Software and services identified in a corresponding Order Form that are provided by Springbrook.

1.11 **“Software”** means the Springbrook proprietary software, in object code format, including documentation, updates, patch releases, and upgrades with respect thereto, Springbrook makes available for download or otherwise provides for use with the Subscription Service, but excludes any OSS and other third-party software.

1.12 **“Specifications”** means the online specifications for the Subscription Service, as made available by Springbrook at <https://sprbrk.box.com/v/sprbrk-software-specs> (which URL location and content may be updated from time to time by Springbrook).

1.13 **“Subscription Period(s)”** means the duration of Customers and Authorized User’s active, paid access to the Subscription Service, as designated in the Order Form(s).

1.14 **“Subscription Service(s)”** means the cloud-based Software for which Customer has obtained a subscription either directly from Springbrook or through an authorized reseller or other partner of Springbrook, as more particularly described in the applicable agreement or order under which such subscription was obtained. If and as designated in the Specifications, the Subscription Service may be inclusive of application programming interfaces (“APIs”) developed by Springbrook to enable interaction and integration with the Subscription Service. Unless otherwise specified herein or other applicable contractual terms, all references to “Subscription Service(s)” will be deemed to include Optional Subscription Services that are Springbrook Software or other Springbrook proprietary products.

1.15 **“Supported Modification”** means a configuration of or modification to the Subscription Service requested by Customer that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

1.16 **“Third Party Services”** means products, services, technology and methods other than Springbrook proprietary Software and Services.

2. USAGE AND ACCESS RIGHTS

2.1. Right to Access. Springbrook hereby grants to Customer a limited, non-exclusive, non-transferrable right to (a) access and use the Software and (b) implement, configure and permit its Authorized Users to access and use the Software during the Subscription Period, solely for it and its affiliates’ internal business purposes, and in accordance with the Specifications. Customer may purchase the Services by submitting Order Form. No Order Form will be deemed accepted by Springbrook unless and until Springbrook accepts such Order Form in writing. Upon Order acceptance and subject to Customer’s payment of the corresponding Services fees, Springbrook will make the Services available to Customer. Any terms and conditions contained in any quote, invoice, purchase order or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Springbrook with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its Account comply with all of Customer’s obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. Customer acknowledges and agrees the use of the Subscription Services may require Customer to enter into separate licenses with entities other than Springbrook for Third Party Services.

2.2. Restrictions on Use. Customer shall not, and shall not permit others to, do the following with respect to the Subscription Services:

2.2.1. make the Subscription Service available to anyone other than Authorized Users;

2.2.2. use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;

2.2.3. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Springbrook;

2.2.4. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

2.2.5. access or use the Subscription Services (inclusive of any APIs) for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or allow access by a direct competitor of Subscription Services;

2.2.6. obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs);

2.2.7. create derivative works based on the Subscription Service;

2.2.8. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with Springbrook's applicable documentation;

2.2.9. interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Springbrook assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services;

2.2.10. use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 11.3).

2.3 Data Usage and Storage. The Subscription Service is provided with a limit of five hundred gigabytes (500GB) of data storage for all cloud environments. Additional storage can be purchased from Springbrook by Customer in blocks of five hundred megabytes (500MB), with a price of one thousand dollars (\$1,000) per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Springbrook will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Springbrook. Springbrook's Data Storage Policy can be accessed at <https://sprbrk.box.com/v/sprbrk-data-storage-policy> (which URL location and content may be updated from time to time by Springbrook).

2.4 Springbrook's Responsibilities. Springbrook will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer support related to the Subscription Service in accordance with the Springbrook Support Terms accessible at <https://sprbrk.box.com/v/sprbrk-saas-support-policy> (which URL location and content may be updated from time to time by Springbrook); (iii) provide the Subscription Service only in accordance with applicable laws and government regulations; and (iv) will maintain a current PCI-DSS Attestation of Compliance ("**AOC**") which shall be available upon request to Customer once per year.

2.5 Customer's Responsibilities. Customer will (i) be responsible for meeting Springbrook's applicable minimum system requirements accessible at <https://sprbrk.box.com/v/sprbrk-minimum-requirements> (which URL location and content may be updated from time to time by Springbrook) for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify Springbrook promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Springbrook to Customer.

3. PAYMENT TERMS.

3.1. Invoicing and Payment. Springbrook will invoice Customer in advance for the Subscription Service and is payable net thirty (30) days of the invoice date. Subscription Service fees will be due thirty (30) days in advance of the first day of each Subscription period to which the payment relates. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase"). Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon execution by Customer and Springbrook, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

3.2. Overdue Charges. If any fees owed are not received from Customer by the due date, then without limiting Springbrook's rights or remedies, those charges will accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

3.3. No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Springbrook has the right to issue an invoice and collect payment without a corresponding purchase order. Provided, however, that if a Customer's procurement procedure requires a purchase order number on a pertinent Order Form or SOW, the purchase order is required to be provided to Springbrook. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and Springbrook hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer.

3.4. Suspension of Service and Acceleration. If any amount owing by Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form or SOW) so that all such obligations become immediately due and payable and suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, Springbrook may, in its sole discretion, temporarily cease providing Customer Subscription Services and/or any pertinent support until past due amounts are paid in full.

3.5. **Taxes.** Subscription Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

4. CONFIDENTIALITY

4.1. **Definition.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2. **Protection.** Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Springbrook's Privacy Policy, accessible at <https://sprbrk.box.com/v/sprbrk-privacy-policy>, which URL and its content may be updated from time to time by Springbrook), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement.

4.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

5. OWNERSHIP

5.1. **Subscription Services.** Subject to the limited rights expressly granted hereunder, Springbrook reserves all rights, title and interest in and to the Subscription Service and any associated Software and documentation, including all related technology and Intellectual Property Rights, and no other license or ownership may be inferred to Customer or any third party. Springbrook reserves all rights not granted herein.

5.2. **Customer Data.** Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Springbrook hereunder with respect to the Customer Data, except that Springbrook may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Springbrook Privacy Policy.

5.3. **Third Party Services.** Customer may choose to obtain Third Party Services for use with the Springbrook Software and Services either directly through the third party providing the Third Party Services or indirectly through Springbrook where Springbrook acts as a reseller of the Third Party Services. Third Party Services may

require Customer to enter into a license or other agreement with such third party for use of the Third Party Services. Customer is solely responsible for obtaining any such license or other agreement for the Third Party Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIRD-PARTY SERVICES ARE PROVIDED PURSUANT TO THE TERMS OF THE APPLICABLE THIRD-PARTY LICENSE OR SEPARATE AGREEMENT (IF ANY) BETWEEN THE LICENSOR OF THE THIRD-PARTY SERVICES AND CUSTOMER, CUSTOMER MAY ONLY SEEK REDRESS FOR USE OF THE THIRD-PARTY SERVICES FROM THE THIRD PARTY PROVIDING THE THIRD-PARTY SERVICES, AND SPRINGBROOK ASSUMES NO RESPONSIBILITY FOR, AND SPECIFICALLY DISCLAIMS ANY LIABILITY OR OBLIGATION WITH RESPECT TO, ANY THIRD-PARTY SERVICE.

5.4. Feedback. Customer grants Springbrook a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Springbrook's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Service.

6. WARRANTIES AND DISCLAIMERS

6.1. Specifications. Subject to the limitations set forth below, Springbrook warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Springbrook's entire liability for any breach of the foregoing warranty, Springbrook will use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.

6.2. Subscription Service Level Commitment. During the Subscription Period, Springbrook further warrants that the Subscription Service will meet the performance level specified in Exhibit A, which sets forth Customer's sole and exclusive remedy for Springbrook's failure to achieve the stated Subscription Service performance level.

6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

6.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Springbrook will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or Third Party Services, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Springbrook or Springbrook's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Springbrook documentation or (v) any of the SLC Exclusions (as defined in the Subscription Service Level Commitment).

7. MUTUAL INDEMNIFICATION

7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any

Authorized User's use of the Subscription Service (other than any claim for which Springbrook is responsible under Section 8) in violation of this Agreement, applicable law, or the Specifications or (ii) the nature and content of all Customer Data processed by Subscription Services.

7.2. Indemnification by Springbrook. Springbrook will defend (or at Springbrook's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Service, as furnished by Springbrook hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Springbrook will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on (i) any combination of the Subscription Service with Third Party Services or products, services, methods, or other elements not proprietary to Springbrook; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to Customer by Springbrook; (iii) any use of the Subscription Services in a manner that it was not intended (iv) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (v) Customer's breach of this Agreement; and/or Customer's revisions of Subscription Services made without Springbrook's written consent.

THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF SPRINGBROOK AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.

7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 7, the indemnified party as a condition to receive indemnity from the indemnifying party, must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.

7.4. Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) Springbrook's right to provide the Subscription Service is enjoined or in Springbrook's reasonable opinion is likely to be enjoined, Springbrook may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Subscription Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.4, Springbrook will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

8. LIMITATIONS OF LIABILITY. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS); (ii) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY); OR (iii) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

Exclusion of Damages. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING

OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

8.1. Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Subscription Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 7, Springbrook will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Springbrook and hold it harmless against those risks.

9. SECURITY AND PERSONAL DATA

9.1. Security. Springbrook has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Springbrook holds PCI-DSS certifications and leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 18 SOC 2 in the provision of the service

9.2. Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer is responsible for updating all Customer Data. In addition, Customer acknowledges that Springbrook generally does not have access to and cannot retrieve lost Customer Data. If Customer loses Customer Data, Customer may no longer have access to the Subscription Service. Customer grants to Springbrook the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Springbrook: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Springbrook has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Springbrook may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

9.3. Use of Aggregate Data. Customer agrees that Springbrook may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All disclosed data will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

10. SUBSCRIPTION PERIOD AND TERMINATION

10.1. Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. A Subscription Period and/or pricing thereon may be subject to prorating where Springbrook deems it appropriate to cause newly purchased

Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by Springbrook and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Subscription Service will terminate at the end of the relevant Order Term.

10.2. Termination or Suspension for Cause. A party may terminate any Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, Springbrook may, at its sole option, suspend or terminate Customer's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Springbrook, in its sole discretion: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data (ii) suspects that Customer or an Authorized User is using the Subscription Service in a way that violates this Agreement and could expose Springbrook or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

10.3. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing Springbrook to provide a copy of Customer's data and associated documents in a database dump file format. Springbrook will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Springbrook's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Springbrook; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Springbrook's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4 of this Agreement.

10.4. Survival. Sections 4 (Confidentiality), 5 (Ownership and Proprietary Rights), 6.4 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 10.3 (Effect of Termination), 10.4 (Surviving Provisions), and 11 (General Provisions) will survive any termination or expiration of this Agreement.

11. GENERAL

11.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1).

11.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Oregon without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Subscription Service or this Agreement will be the state and federal courts located in Portland, Oregon and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

11.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States

and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

11.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

11.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

11.7. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8. Publicity. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Subscription Service use, Springbrook may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Subscription Service to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

11.9. Force Majeure. Springbrook will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.

11.10. Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the dates listed below.

SPRINGBROOK

By: _____
(Signature)

(Print Name)

Its: _____
(Title)

Dated: _____
(Month, Day, Year)

CUSTOMER

By: _____
(Signature)

(Print Name)

Its: _____
(Title)

Dated: _____
(Month, Day, Year)

EXHIBIT A
AVAILABILITY AND SECURITY

Service Availability:

Springbrook will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Springbrook during Springbrook's standard maintenance windows. Springbrook will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
 1. Customer's use of any programs not supplied by Springbrook;
 2. Customer's failure to provide Springbrook with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
 3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
 4. Any mis-configuration by Customer (as determined in Springbrook's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services; and
 5. Force majeure or other circumstances beyond Springbrook's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Springbrook or not identified by Springbrook in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Springbrook will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Springbrook will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Springbrook. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Springbrook to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Exhibit A.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max \$840)
70.0% - < 80.0%	30% (max of \$1,120)
60.0% - < 70.0%	40% (max of \$1,400)
< 50%	50% (max of \$2,800)

Customer Account Login:

For Springbrook user interface access, Springbrook uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Springbrook will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Hosting:

Springbrook's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Springbrook's data center provider is and will remain SSAE 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure.

Security Patching and updates are actively evaluated by engineers and will be deployed based upon the impact and risk and stability benefits they offer to Springbrook's SaaS platform and Customers. Springbrook will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.

EXHIBIT B
Order Form

[Order Form to be inserted]

Exhibit C
ONLINE PAYMENTS SCHEDULE TO SPRINGBROOK SOFTWARE

1. Definitions

“Citizen” means the person who uses Online Payments (as defined below) to complete a payment processing that results in the debiting or charging of an amount to such person’s payment instrument and the crediting of funds to Customer.

“Online Payments” means an optional third-party add-on to the Software that Springbrook facilitates designed to collect payment information for the purpose of payment processing.

“Payment Application(s)” refers broadly to all third-party payment applications, gateway, processors, payment terminals, and service providers that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed or licensed to Customer.

2. Online Payments

2.1 During the Term, and subject to compliance with the terms and conditions of this Exhibit, Springbrook will provide the right to access to, and use of, Online Payments to Customer’s Authorized Users with an Online Payments enabled Account. For the avoidance of doubt, Springbrook is only facilitating access to and use of Online Payments and is not a provider of Online Payments.

2.2 To facilitate payments, Customer will be required to provide Springbrook with certain Customer Data, including specifically, information that allows Springbrook to: (a) transmit Customer’s identifying information to a Payment Application; (b) if applicable, receive appropriate payment authorization from a Payment Application; and (c) collect any other information that Customer or Payment Application requires of Springbrook in order to facilitate payment processing. Customer authorizes Springbrook to store, process, and transmit Customer Data as necessary for a Payment Application to facilitate payment processing between Customer and a third party designated by Customer. Unless otherwise provided, Online Payments will temporarily store information received from Customer, such as account information for a Payment Application only for the purpose of facilitating the payment processing.

2.3 The payment processing facilitated through Online Payments is processing activities between Customer and a third party and/or Customer and a Payment Application, and not with Springbrook. Payment Applications are independent contractors and not agents, employees or subcontractors of Springbrook. Springbrook does not control and is not responsible for the payment methods made available by the Payment Applications through Software nor the Third-Party Services that are sold or purchased by Customer. Customer acknowledges and agrees that Springbrook cannot ensure that Citizen or third party will complete a payment processing or that it is authorized to do so.

3. Additional Customer Responsibilities

3.1 Springbrook’s provision of Online Payments is conditioned on Customer’s acknowledgement of and agreement of the following:

- (a) Customer is solely responsible for registering and maintaining an account with Online Payments in order to facilitate the payment processing via Online Payments;
- (b) Customer is solely responsible for complying with: (i) all laws applicable to the payment processing conducted by customer via Online Payments; (ii) all terms of use or other terms and conditions between Customer and Payment Applications.

- (c) Customer is solely responsible for the acts and omissions of its Authorized Users in relation to their use of Online Payments and for ensuring that such use complies with the terms of the Agreement;
- (d) Customer has exclusive control over and responsibility for the content, quality, and format of any payments processing it submits to be processed via Online Payments. Nothing in this Schedule may be construed to make Springbrook a party to any payment processed by Online Payments, and Springbrook makes no representation or warranty regarding the payment processing sought to be affected by Customer's use of Online Payments; and
- (e) Customer is solely responsible for any and all disputes with any Payment Applications or Citizens related to or in connection with a payment processing sought to be facilitated via Online Payments, including, but not limited to: (i) chargebacks; (ii) products or services not received; (iii) return of, delayed delivery of, or cancelled products or services; (iv) cancelled transactions; (v) duplicate transactions or charges; (vi) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances;; and (vii) amount of time to complete payment processing.

4. Payment Warranties; Disclaimers' Limitation of Liability

4.1 Springbrook Payments Warranty. The parties acknowledge and agree that, notwithstanding any of the provisions of the Agreement, Customer's sole and exclusive warranties with respect to Online Payments are set forth in the following sentence. Springbrook warrants that Online Payments as delivered to Customer and used in accordance with the Agreement and its applicable specifications will perform substantially in accordance with the specifications associated with the Software.

4.2 Disclaimer. Except for the express warranties for the Software set forth above, Springbrook: (a) makes no additional representation or warrant of any kind-whether express, implied in fact or by operation of law, or statutory-with respect to Online Payments; (b) disclaims all implied warranties, including, but not limited to, merchantability, fitness for a particular purpose, and title; and (c) does not warrant that Online Payments will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of Springbrook to any third party.

4.3 Limitation of Liability. Springbrook shall not be responsible or liable for any claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute that may arise between Customer and a Citizen, and /or Customer and a Payment Application regarding the payment processing ("Payment Processing Disputes"), and Customer hereby agrees that it will not bring or assert any action, claim or cause of action in jurisdiction or forum against Springbrook arising from or relating to a Payment Processing Dispute.

5. Third Party Claims

In addition to the third party claims obligations and subject to the indemnification procedures under the Agreement, Customer will indemnify and defend Springbrook against, any Claim to the extent arising from or related to: (a) improper use of Online Payments by Customer or its Authorized Users or Citizens; (b) any breach by Customer of its obligations hereunder; (c) the nature and content of all cardholder data or any related data thereto provided by customer, its Authorized Users or Citizens through use of Online Payments; (D) violation of any law or the rights of a third party by Customer through its use of Online Payments and/or the actions or inactions of any third party to whom Customer grants permissions to use Customer's Account or access Online Payments on Customer's behalf; and (e) the terms of an agreement between Customer and a Citizen, or Customer and a Payment Application.



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT G-1
10 Pages

FIRE DEPARTMENT REPORT

DATE: September 28, 2021
TO: District Board Members
FROM: Allen Riley, Fire Chief
SUBJECT: Fire Department Report – Information Only

BACKGROUND: The discussion section below provides information from the Fire Department regarding operations and activities that are not the subject of a separate report. This report is prepared to provide new information and recent progress only.

DISCUSSION: Training

EMS: Seizures, S-SV Policies & Protocols, Infrequent Skills, I/O, Vascular Access, Childbirth, CPR/AED, CQI, Medical Scenarios
Fire/Rescue: MVA, Lifting and Cribbing, Rope Rescue, District Familiarization & Size-Up, Elevator Rescue, Confined Space Rescue, Hazardous Materials, CO Alarms, Hydrant Operations, Fire Ground Operations.

Public Education

Public outreach (website, social media) about regional fires, regional burn ban, defensible space and additional green waste days (September 19 and October 23). Car seat installations. EMT Recertifications.

Fire Prevention

Several plan checks, LPG Inspections, Sprinkler Rough Inspections, Building Final Inspections, Tent Inspections, and Special Event Site Inspections.

Defensible Space Inspections

Captain DeDeo has been leading the inspection program to bring all properties into compliance with the State and County's defensible space requirements, with the help of all the FD staff. In accordance with the Hazardous Vegetation Enforcement MOU, the Fire Department will be working with Placer County to enforce compliance on properties who do not pass the second inspection.

Fuels Management Program

In May, staff submitted a grant request to the California Department of Forestry and Fire Protection (CAL FIRE) for approximately \$32,000 for the Olympic Valley Community Wildfire Protection Plan (CWPP) and was notified this month that the project has been selected for funding! District staff continue to coordinate with Deer Creek Resources and Wildland Rx on the CWPP. The first community-wide meeting will be October 21st at 3:00 PM and will be held virtually. Staff will inform the community via e-newsletter and posting a flyer at the post office. Please share the information far and wide! The meeting will update the community about the project and provide an opportunity for residents to share concerns that can be addressed in the CWPP.

Staff have continued to make progress scoping an expanded Fuels Management Program. The District has been talking with peer agencies about their existing programs, planned future efforts, and Wildfire Prevention Funding Measures. Additional meetings with Northstar CSD and Truckee Fire Protection District are scheduled soon. A meeting is also scheduled with Feather River Forestry (Danielle Bradfield) to kick off her scope of work. Staff has been working to develop and understand the resource impacts and benefits of different programs and services such as improvement of evacuation routes, home-hardening, defensible space, fuels treatment, code enhancement, and green waste disposal. This work is leading to preparation of program alternatives with associated staffing levels and budgets, such that staff can begin to identify funding strategies to implement a program (grants, matching funds, parcel tax, etc.)

As reported by Sierra Sun on September 17th, residents within the Truckee Fire Protection District passed Measure T with 79% approval. The measure will tax property owners \$179 per parcel, per year for wildfire mitigation and prevention. Northstar Community Services District Board placed Measure U, a wildfire prevention parcel tax measure, on the November 2 ballot to ensure that the Northstar Fire Department can fully implement the CWPP. The measure will cost up to \$219 per parcel, per year for 10 years, to provide a stable, dedicated source of local funding for wildfire prevention efforts.

The September 19th Green Waste Day, hosted by Friends of Squaw Valley with support from Alterra Mountain Company and the District was well attended and resulted in the disposal of approximately 90-cubic yards of green waste. A big Thank You to Mike Fenton who also transported green waste from property owners who did not have transportation to the dump site. Due to the success, the Olympic Valley Firewise Council has determined that hosting one additional day in October would be beneficial. The collaborative partners will host a third event on October 23rd.

At the time of writing this report, four homeowners have requested full reimbursement for six-yard green waste only dumpsters.

Chief Riley and Mike Geary toured areas impacted by the Caldor Fire including Christmas Valley, Echo Summit, and Sierra at Tahoe Ski Resort with the Lake Valley Fire Department on September 9th. A photo slideshow is attached to be presented as part of this report.

Emergency Calls:

Please see attached pages.

Total calls for the period: 23 (August 24 to September 22, 2021)

Jan 1st to Sept. 22, 2020: 365 Calls; Jan 1st – Sept. 22, 2021: 386 Calls

Mutual Aid Responses (Under CFAA):

7/25 to 8/9 – Captain Chisholm STL to Dixie Fire

7/28 to 8/9 – B22 to Dixie Fire

8/10 to 8/26 -Captain Chisholm STL to Dixie Fire

8/18 to 9/1 – B22 to Caldor Fire

9/2 to 9/12 – B22 to Caldor Fire

ATTACHMENTS: Total Record Volume by Incident Type Report; Photos from Caldor Fire Site Visit

DATE PREPARED: September 22, 2021

45%

FIRE
Percentage of Total Incidents

55%

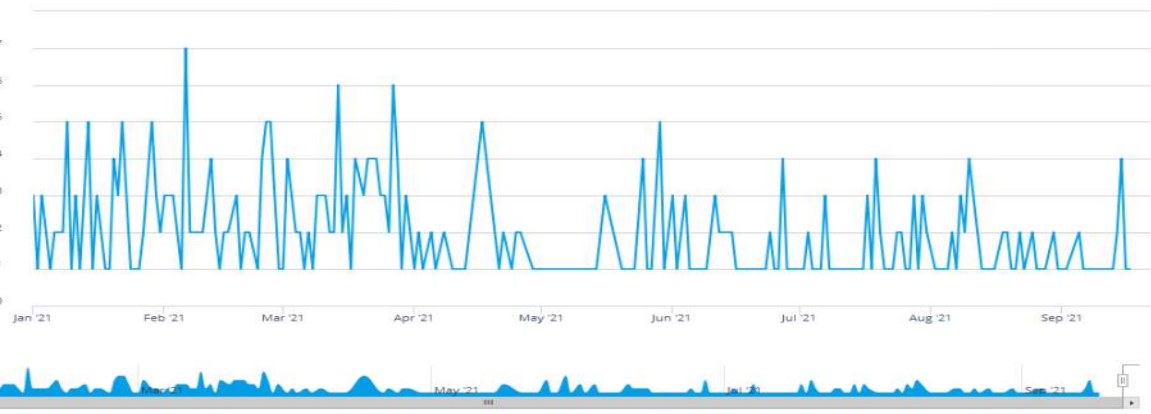
EMS
Percentage of Total Incidents

386

INCIDENTS
In Selected Time Slice

265

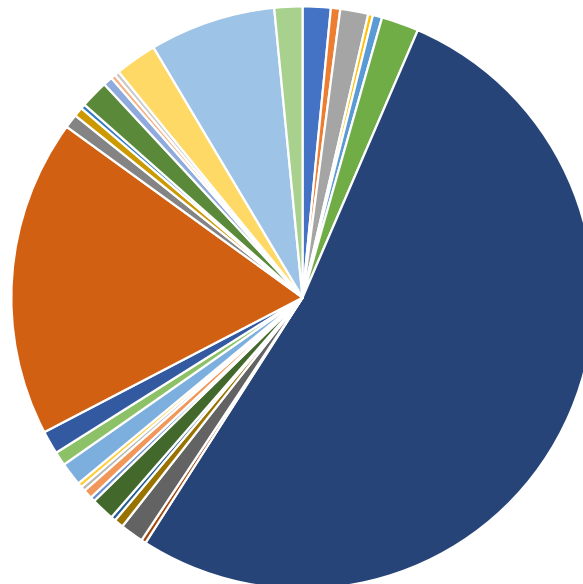
DAYS
In Selected Time Slice



Counts

	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Total
Structure Fire	3	1	1					1		6
Mobile property (vehicle) fire			2							2
Natural vegetation fire						1	2	2	1	6
Outside rubbish fire	1									1
Rescue, emergency medical call (EMS), other			1		1					2
Medical assist	1		1			4	2			8
Emergency medical service (EMS) incident	43	37	48	16	11	10	16	18	4	203
Search for lost person							1			1
Extrication, rescue		3			1		1			5
Water or ice-related rescue					1	1				2
Rescue or EMS standby			1							1
Combustible/flammable spills & leaks		1	2				1	1		5
Chemical release, reaction, or toxic condition			1							1
Electrical wiring/equipment problem		1			1					2
Service call, other									1	1
Water problem				1						1
Public service assistance		1	1					1	2	5
Unauthorized burning					1			2		3
Cover assignment, standby at fire station, move-u	1	2	1			1				5
Dispatched and canceled en route	9	9	12	8	2	9	10	6	3	68
Wrong location, no emergency found	1					2				3
Controlled burning					2					2
Steam, other gas mistaken for smoke						1				1
HazMat release investigation w/no HazMat	2	1	1		1		1			6
False alarm and false call, other					1			1		2
Malicious, mischievous false alarm		1								1
Bomb scare							1			1
System or detector malfunction	2	3	1	1				2		9
Unintentional system/detector operation (no fire)	2	1	2	2	3	6	4	3	4	27
Special type of incident, other						1	2	2	1	6
Total	65	61	75	28	25	36	41	39	16	386

- Structure Fire
- Mobile property (vehicle) fire
- Natural vegetation fire
- Outside rubbish fire
- Rescue, emergency medical call (EMS), other
- Medical assist
- Emergency medical service (EMS) incident
- Search for lost person
- Extrication, rescue
- Water or ice-related rescue
- Rescue or EMS standby
- Combustible/flammable spills & leaks
- Chemical release, reaction, or toxic condition
- Electrical wiring/equipment problem
- Service call, other
- Water problem
- Public service assistance
- Unauthorized burning
- Cover assignment, standby at fire station, move-up
- Dispatched and canceled en route
- Wrong location, no emergency found
- Controlled burning
- Steam, other gas mistaken for smoke
- HazMat release investigation w/no HazMat
- False alarm and false call, other
- Malicious, mischievous false alarm
- Bomb scare
- System or detector malfunction
- Unintentional system/detector operation (no fire)
- Special type of incident, other



74%

FIRE
Percentage of Total Incidents

26%

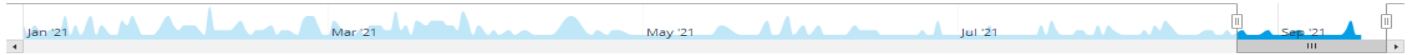
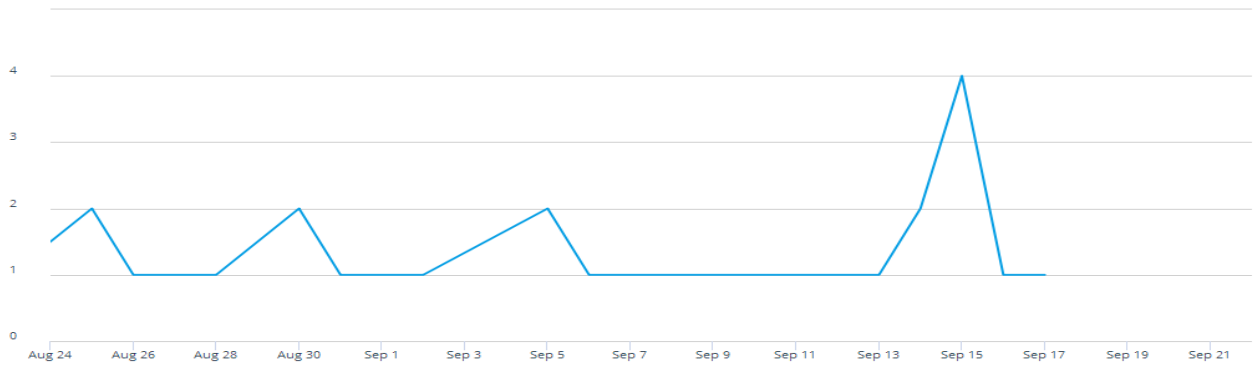
EMS
Percentage of Total Incidents

23

INCIDENTS
In Selected Time Slice

30

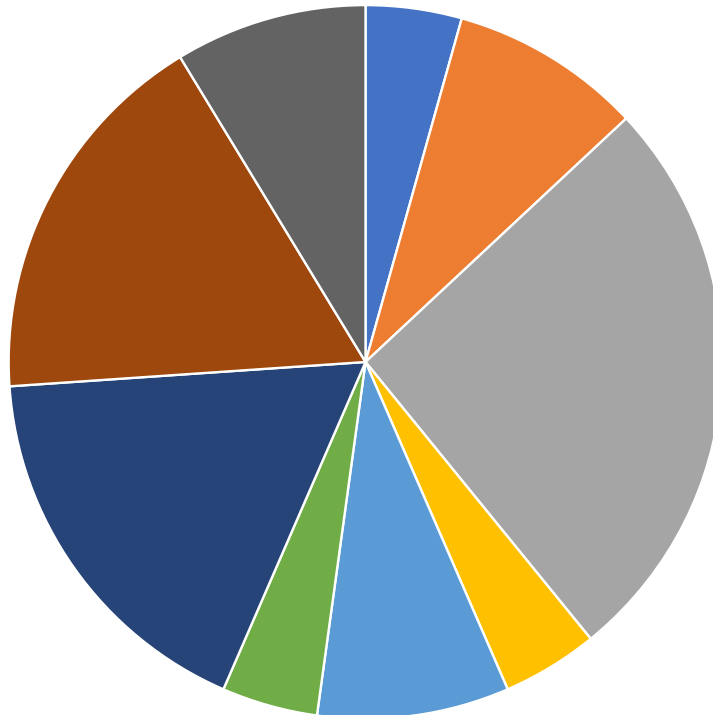
DAYS
In Selected Time Slice



Counts

Week Ending	8/29/21	9/5/21	9/12/21	9/19/21	Total
Structure Fire		1			1
Natural vegetation fire		2			2
Emergency medical service (EMS) incident	2	1		3	6
Service call, other				1	1
Public service assistance				2	2
Unauthorized burning		1			1
Dispatched and canceled en route	1		1	2	4
Unintentional system/detector operation (no fire)		1	2	1	4
Special type of incident, other	1		1		2
Total	4	6	4	9	23

- Structure Fire
- Natural vegetation fire
- Emergency medical service (EMS) incident
- Service call, other
- Public service assistance
- Unauthorized burning
- Dispatched and canceled en route
- Unintentional system/detector operation (no fire)
- Special type of incident, other





CALDOR FIRE

Site Visit Photos

September 9, 2021



Caldor Fire





Caldor Fire Forest





Caldor Fire Sierra at Tahoe Ski Resort





Caldor Fire Infrastructure





OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT G-2
4 Pages

WATER & SEWER OPERATIONS REPORT

DATE: September 28, 2021

TO: District Board Members

FROM: Brandon Burks, Operations Manager

SUBJECT: Operations & Maintenance Report for AUGUST 2021 – Information Only

BACKGROUND: The following is a discussion of the District’s operations from the month noted above. It also includes the maintenance activities performed by the Operations Department that are not the subject of a separate report. This report is formatted to provide new information and recent progress only.

DISCUSSION: Flow Report – August 2021

Water Production:		13.63 MG
Comparison:		0.84 MG less than 2020
Sewer Collection:		4.74 MG
Comparison:		1.20 MG less than 2020
Aquifer Level:	August 31, 2021:	6,179.6'
	August 31, 2020:	6,182.0'
	Highest Recorded:	6,192.0'
	Lowest Recorded:	6,174.0'
Creek Bed Elevation, Well 2:		6,186.9'
Precipitation:	August 2021:	0.05"***
	Season to date total:	29.80"***
	Season to date average:	51.72"
	% to year to date average:	57.62%**

Flow Report Notes:

- The *Highest Recorded Aquifer Level* represents a rough average of the highest levels measured in the aquifer during spring melt period.
- The *Lowest Recorded Aquifer Level* is the lowest level recorded in the aquifer at 6,174.0 feet above mean sea level on October 5, 2001. This level

is not necessarily indicative of the total capacity of the aquifer.

- The *Creek Bed Elevation* (per Kenneth Loy, West Yost Associates) near Well 2 is 6,186.9 feet.
- *Precipitation Season Total* is calculated from October 2020 through September 2021.
- The true *Season to date Average* could be higher or lower than the reported value due to the uncertainty of the Old Fire Station precipitation measurement during the period 1994 to 2004.
- In October 2011 the data acquisition point for the aquifer was changed from Well 2 to Well 2R.
- **Estimated rain data for May, June, July and August 2021 due to sensor failure. Sensor was replaced in August.

Leaks and Repairs

Water

- The District issued 29 leak/high usage notifications.
- Responded to zero after-hours customer service calls.

Sewer

- Responded to zero after-hours customer service calls.

Vehicles and Equipment

Vehicles

- Cleaned vehicles and checked inventory.

Equipment

- Cleaned equipment.

Operations and Maintenance Projects

1810 Squaw Valley Road (Old Fire Station)

- Inspected and tested the generator.
- General housekeeping.

305 Squaw Valley Road (Administration and Fire Station Building)

- Inspected and tested the generator.

Water System Maintenance

- Two bacteriological tests were taken: one at 410 Forest Glen Road and one at Zone 3 Booster Station; both samples were reported absent.
- Leak detection services performed: four.
- Customer service turn water service on: zero.
- Customer service turn water service off: one.
- Responded to zero customer service calls with no water.

Operation and Maintenance Squaw Valley Mutual Water Company

- Basic services.

Sewer System Maintenance

- Check for I and I issues.
- Sewer cleaning.

Telemetry

- The rainfall measurements for the month of August were as follows:
Nova Lynx 0.05" (**estimated), Squaw Valley Snotel: 0.10".

Administration

- Monthly California State Water Boards report.

Services Rendered

- Underground Service Alerts (25)
- Pre-remodel inspections (0)
- Final inspections (2)
- Fixture count inspections (0)
- Water service line inspections (3)
- Sewer service line pressure test (14)
- Sewer service line inspections (5)
- Sewer main line inspections (0)
- Water quality complaint investigations (0)
- Water Backflow Inspections (2)
- FOG inspections (0)
- Second Unit inspection (0)

Other Items of Interest

- Training – SDRMA Online class, SDRMA Safety Booklet.
- Monitored State Of California Emergency Drought Proclamation.

ATTACHMENTS: Monthly Water Audit Report

DATE PREPARED: September 21, 2021

Olympic Valley Public Service District - Monthly Water Audit Report

Audit Month: August Report Date: September 28, 2021 Performed By: Brandon Burks
Year: 2021

Meter Reader: Jason Mcgathey Reading begin Date & Time: 9/1/21 8:30 AM
Reading end Date & Time: 9/1/21 12:00 PM
Total lag time: 3:30:00

Begin Audit Period: 7/30/21 12:00 AM
End Audit Period: 9/1/21 12:00 AM

Total Metered Consumption for audit period specified (including hydrant meters): 12,585,694

Additional Consumption - Unmetered

Fire Department Use: 10,000

Hydrant Flushing: 75,000

Blow-Off Flushing:

Sewer Cleaning: 30,000

Street Cleaning:

Well Flushing:

Tank Overflows:

Unread Meter Estimated Reads:

Other:Hydrant meters

Total Unmetered Consumption (for audit period specified): 115,000

Estimated Unknown Loss - Unmetered

Known Theft:

Known Illegal Connections:

Total Estimated leaks that have been repaired: 250,00

Total Estimated Unmetered (for audit period specified): 250,000

Total Production for audit period specified: 14,163,280

Total Metered/Unmetered Consumption for audit period specified: 12,950,694

Total Water Loss (Production - Consumption): 1,212,586

Comments: The production totals are different than the monthly report due to a different time frame being used. The District continues to look for leaks. Leak was repaired at Squaw Valley Lodge. Leak was repaired at Valley View Condos.

* Note - All Production & Consumption Totals In U.S. Gallons *



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT G-3
3 Pages

ENGINEERING REPORT

DATE: September 28, 2021
TO: District Board Members
FROM: Dave Hunt, District Engineer
SUBJECT: Engineering Report – Information Only

BACKGROUND: The discussion section below provides information from the District Engineer on current projects and the department's activities that are not the subject of a separate report. This report is prepared to provide new information and recent progress only.

DISCUSSION: Meetings

The District Engineer participated in the following meetings in the last month:

- OVPSD Board Meeting
- OVPSD Special Board Meeting
- Finance Committee Meeting
- Monthly Planning Meeting – Staff
- District Engineer – General Manager Meeting – Weekly
- District Engineer, General Manager, Operations Manager Meeting – Bi-weekly
- District Engineer, Junior Engineer Meeting – Frequent
- Village at Squaw Valley Specific Plan Infrastructure Plan Review Meetings – Staff, Psomas Engineering
- Carville SFR Development Agreement Meetings – District Counsel, developer
- Hidden Lake Waterline Loop and Sewer Line Replacement Project Weekly Progress Meetings – Several, Farr West, Longo Inc.
- Water Meter Replacement Project Meetings – Several, staff, Badger representative
- Palisades Development Construction Meeting – Operations staff, developer
- Resort at Squaw Creek Phase 2 Infrastructure Preconstruction Meeting – Developer, F.W Carson (contractor)
- Truckee River Basin Water Group Monthly Meeting
- PCWA East Slope Annual Meeting
- Customer Service Meetings - several

Projects

Hidden Lake Waterline Loop and Sewer Line Replacement Project

- Completed the installation of the new 6" waterline across the bike trail and Squaw Valley Rd.
- In progress with the installation of the new 6" sewer main and sewer services.
- Construction inspection is being performed by Farr West Engineering and District staff.

Water Meter Replacement Project

- The goal of the project is to implement an Advanced Metering Infrastructure (AMI) water metering program and replacement of outdated water meters.
- Staff has concluded a monthslong evaluation of water meters and AMI technologies which included research and evaluation of available technologies, discussions with vendors, compatibility with existing infrastructure and enterprise software, discussions and site visits to other local utility District's using similar technology, and a cost benefit analysis.
- Staff has determined that Bader Meter's cellular based Advanced Metering Analytics (AMA) program and water meters best suits the District's needs.
- The implementation will also include a consumer engagement application, EyeOnWater, which will allow our customers to view and understand their water usage profiles in real time.
- Implementation of the Badger AMA system will occur simultaneously with the District's enterprise financial software Springbrook.
- Staff will begin implementing the project in the Fall of 2021, with water meter replacement occurring through 2023.

Carville SFR Project

- Staff and legal counsel continue to negotiate the Development Agreement with the developer.
- Construction of the improvements is anticipated to occur in 2022 or 2023.

West Tank Recoating Project

- District staff and Farr West Engineering prepared design documents and the project is ready to bid.
- Staff anticipates the West Tank project will be completed in the Summer of 2022.

Painted Rock Lodge Waterline Extension Project

- The project applicant has secured the necessary encroachment permit from Caltrans and will solicit contractor bids in July/August.
- The Property owners plan to construct the project as soon as they secure a contractor; construction likely in spring 2022.

Resort at Squaw Creek Phase 2

- The developer and engineer are moving forward with the design and construction of Well 18-3R improvements, to be constructed in 2022.
- Developer intends to construct the Pressure Reducing Valve station in October 2021.

Engineering Department Activities – On-Going

- 2021 annual backflow testing coordination and GIS database update
- Residential plan reviews and contractor/owner coordination for new and remodel construction
- GIS database updates and Veworks implementation
- Water and Sewer Code and Technical Specification updates

ATTACHMENTS: None.

DATE PREPARED: September 23, 2021



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT G-4
16 Pages

ADMINISTRATION & OFFICE REPORT

DATE: September 28, 2021

TO: District Board Members

FROM: Jessica Asher, Board Secretary

SUBJECT: Administration & Office Report – Information Only

BACKGROUND: The following is a discussion of office activities and brief status reports regarding administration that are not the subject of a separate report. This report is formatted to provide new information and recent progress only.

DISCUSSION: District of Distinction & Certificate of Transparency

The District of Distinction accreditation and Transparency Certificate of Excellence were created by the Special District Leadership Foundation (SDLF) as a way for districts to highlight their prudent fiscal practices along with other areas important to effectively operate and govern a special district. SDLF is an independent, non-profit organization formed to promote good governance and best practices among California's special districts through certification, accreditation, and other recognition programs.

In order to receive the award, the District completed the SDLF Transparency Certificate of Excellence (demonstrating completion of eight essential governance transparency requirements), which has been renewed until 2024. Additionally, all Directors and the General Manager completed training in governance and compliance with AB 1234 Ethics Training and AB 1825 Harassment Prevention Training, SDLF verified that the District's Operations conform to all statutes and regulations under state law, and the District showed that it undergoes regular financial audits and has no major deficiencies.

Staff prepared and compiled the required elements to achieve this level of recognition for the District's outstanding efforts to promote transparency and good governance. Earning the certificate is a tangible acknowledgement of transparency efforts and demonstrates to District constituents and other stakeholders the commitment to adhering to the best practices in public agencies. The District is among thirty-seven (37) special districts in California, of about 3,300 total, to receive

the District of Distinction accreditation. Truckee Fire Protection District is the only other local District with this elite recognition.

Document Management System (DMS) Project

Phase V of the DMS Project, which consists of the company shared drive moving to the Cloud has been put on hold temporarily. Phase VI is approximately 50% complete. This includes the additional plan sets in the admin department being scanned and saved to their respective digital folders. "Old" Customer Files have all been migrated to the "New" APN Customer Files for a total of 27,283 items. Phase VII of this project is also currently underway. The microfiche at the off-site storage facility has been picked up and the account there closed. Next steps included scanning the microfiche onto the District's system.

Utility Statements

In early July, staff sent 1,033 utility bills to residential and commercial customers for water, sewer, and/or garbage services. Last year, staff sent out 1,026 utility bills. In early September, staff sent 114 utility statements that are overdue for a cumulative total of \$268,153. Last year, staff sent 124 unpaid utility statements that were overdue for a cumulative total of \$224,966.

Estimated Allocation of Property Tax

The District received Placer County's Estimated Allocation of Property Taxes for Fiscal Year 2021-22. It provides a more favorable estimate of growth than projected. The total tax revenue after fees paid to Placer County for FY 2021-22 is currently estimated to be \$3,870,000; a growth of 2.73% compared to prior year for a total increase of \$103,000, this is \$132,000 more than estimated in the Fiscal Year 2021-22 budget.

SDRMA Loss Prevention Funds

Administrative staff purchased four air purifiers to improve indoor air quality at the District's Administrative Offices which were fully reimbursed as part of the SDRMA loss prevention program. The program allows members to request reimbursement for up to \$1,000 for ergonomic equipment, safety equipment and videos, and specific training courses.

SDRMA Worker's Compensation Refund

After completing our annual workers compensation audit, the District received a refund of \$1,634. The District prepays worker's compensation every year and then normally receives a refund at the end of the fiscal year based on the actual wages paid.

The Brown Act Executive Orders Sunset – September 30, 2021

Starting in March 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. These Executive Orders (N-25-20, N-29-20, N-35-20) collectively modified certain requirements created by the Ralph M. Brown Act (“the Brown Act”), the state’s local agency public meetings law. On June 11, 2021, the Governor issued Executive Order N-08-21 which rescinds the modifications made to the Brown Act, effective September 30, 2021. After that date, local agencies are required to observe all the usual Brown Act requirements *status quo ante* (as they existed prior to the issuance of the orders). Local agencies must once again ensure that the public is provided with access to a physical location from which they may observe a public meeting and offer public comment. Local agencies must also resume publication of the location of teleconferencing board members, post meeting notices and agendas in those locations, and make those locations available to the public to observe a meeting and provide public comment. [Source: CSDA]

AB 361 – Brown Act: Remote Meetings During a State of Emergency

Assembly Bill 361, introduced in February 2021 by Assembly Member Robert Rivas (D-30, Hollister), sponsored by the California Special Districts Association (CSDA), and signed by Governor Newsom on September 16th, provides local agencies with the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor’s Executive Orders. [Source: CSDA] CSDA has provided a helpful implementation guide which staff will review and utilize if the need to meet remotely during a State of Emergency is required.

ATTACHMENTS: District of Distinction Award Letter and Press Release, CSDA AB 361 Implementation Guide.

DATE PREPARED: September 20, 2021

SDLF



SPECIAL DISTRICT
LEADERSHIP FOUNDATION

September 20, 2021

Michael Geary
Olympic Valley Public Services District
305 Squaw Valley Road
Olympic Valley, CA 96146

RE: District of Distinction

Congratulations! Olympic Valley Public Services District has successfully completed the District of Distinction accreditation through the Special District Leadership Foundation (SDLF).

On behalf of the SDLF Board of Directors, I would like to congratulate your district on achieving this important accreditation. By completing this program, Olympic Valley Public Services District has proven its dedication to being fully transparent as well as open and accessible to the public and other stakeholders.

Congratulations and thank you for your dedication to excellence in local government.

Most sincerely,

David Aranda
SDLF Board President



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



**FOR IMMEDIATE RELEASE:
SEPTEMBER 20, 2021**

Contact: Michael Geary
Olympic Valley Public Service District
305 Squaw Valley Road
Olympic Valley, CA 96146
info@ovpsd.org

Olympic Valley Public Services District Recognized as “District of Distinction”

Olympic Valley, CA — The **Olympic Valley Public Service District** received the *District of Distinction* accreditation by the Special District Leadership Foundation (SDLF) for its sound fiscal management policies and practices in District operations. The District also received a renewal of the *District Transparency Certificate of Excellence* by SDLF in recognition of its outstanding efforts to promote transparency and good governance.

“SDLF provides an independent audit review of the last three years of the District’s operations to ensure prudent fiscal practices,” said Neil McCormick, SDLF Chief Executive Officer. The committee members who review the audits are volunteers from the special district community, including district controllers, directors of finance and certified general managers.

In addition, the District’s Board of Directors and executive staff must also show proof of educational training in public governance, as well as compliance with ethics and harassment prevention training. Furthermore, to receive the recognition, the District’s website must include posting of transparency requirements, including: election procedure and deadlines, posted Board Meeting schedule and agendas, current District budget, most recent financial audit, and a list of compensation of board members and staff or a link to the State Controller’s webpage with the data.

The Olympic Valley Public Service District serves full-time and part-time residents, businesses, employees, and visitors in Olympic Valley. The mission is to provide leadership in maintaining and advocating for needed, high-quality and financially sound community services for the Valley. These include, but are not limited to water, emergency services, and sewer and garbage collection. The District will conduct its operations in a cost effective, conservation-minded, and professional manner, consistent with the desires of the community, while protecting natural resources and the environment.

SDLF is an independent, non-profit organization formed to promote good governance and best practices among California’s Special Districts through certification, accreditation, and other recognition programs.



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Districts Stronger Together

AB 361 Implementation Guide



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AB 361 – Brown Act: Remote Meetings During a State of Emergency

Background – the Governor’s Executive Orders:

Starting in March 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. These Executive Orders ([N-25-20](#), [N-29-20](#), [N-35-20](#)) collectively modified certain requirements created by the Ralph M. Brown Act (“the Brown Act”), the state’s local agency public meetings law.

The orders waived several requirements, including requirements in the Brown Act expressly or impliedly requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting.¹² Furthermore, the orders:

- waived the requirement that local agencies provide notice of each teleconference location from which a member of the legislative body will be participating in a public meeting,
- waived the requirement that each teleconference location be accessible to the public,
- waived the requirement that members of the public be able to address the legislative body at each teleconference conference location,
- waived the requirement that local agencies post agendas at all teleconference locations, and,
- waived the requirement that at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction.

Under the orders, local agencies were still required to provide advance notice of each public meeting according to the timeframe otherwise prescribed by the Brown Act, and using the means otherwise prescribed by the Brown Act. Agencies were – for a time – required to allow members of the public to observe and address the meeting telephonically or otherwise electronically. Local agencies were eventually explicitly freed from the obligation of providing a physical location from which members of the public could observe the meeting and offer public comment.³

In each instance in which notice of the time of the meeting was given or the agenda for the meeting was posted, the local agency was required to give notice of the manner members of the public could observe the meeting and offer public comment. In any instance in which there was a change in the manner of public observation and comment, or any instance prior to the issuance of the executive orders in which the time of the meeting had been noticed or the agenda for the meeting had been posted without also including notice of the manner of public observation and comment, a local agency would be able to satisfy this requirement by

¹ **Executive Order N-25-20**, <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.12.20-EO-N-25-20-COVID-19.pdf>

² **Executive Order N-29-20**, <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf>

³ *Ibid*



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advertising the means of public observation and comment using "the most rapid means of communication available at the time" within the meaning of California Government Code, section 54954(e); this includes, but is not limited to, posting the manner in which the public could participate on the agency's website.

The orders also provided flexibility for a legislative body to receive a "serial" or simultaneous communication outside of an open meeting, allowing all members of the legislative body to receive updates (including, but not limited to, simultaneous updates) relevant to the emergency (including, but not limited to, updates concerning the impacts of COVID-19, the government response to COVID-19, and other aspects relevant to the declared emergency) from federal, state, and local officials, and would be allowed to ask questions of those federal, state, and local officials, in order for members of the legislative body to stay apprised of emergency operations and the impact of the emergency on their constituents. Members of a local legislative body were explicitly not permitted to take action on, or to discuss amongst themselves, any item of business that was within the subject matter jurisdiction of the legislative body without complying with requirements of the Brown Act.⁴

The Brown Act Executive Orders Sunset – September 30, 2021

On June 11, 2021, the Governor issued Executive Order N-08-21 which rescinds the aforementioned modifications made to the Brown Act, effective September 30, 2021.⁵ After that date, local agencies are required to observe all the usual Brown Act requirements *status quo ante* (as they existed prior to the issuance of the orders). Local agencies must once again ensure that the public is provided with access to a physical location from which they may observe a public meeting and offer public comment. Local agencies must also resume publication of the location of teleconferencing board members, post meeting notices and agendas in those locations, and make those locations available to the public in order to observe a meeting and provide public comment.

AB 361 – Flexibility for Remote Open Meetings During a Proclaimed State Emergency

Assembly Bill 361, introduced in February 2021 by Assembly Member Robert Rivas (D-30, Hollister), and sponsored by the California Special Districts Association, provides local agencies with the ability to meet remotely **during proclaimed state emergencies** under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor's Executive Orders.

Important Note: *AB 361's provisions can only be used in the event that a gubernatorial state of emergency 1) has been issued AND 2) remains active. It is not sufficient that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made pursuant to the California Emergency Services Act (CA GOVT § 8625).*

⁴ **Executive Order N-35-20**, <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.21.20-EO-N-35-20.pdf>

⁵ **Executive Order N-08-21**, <https://www.gov.ca.gov/wp-content/uploads/2021/06/6.11.21-EO-N-08-21-signed.pdf>



Specifically, AB 361 suspends the requirements located in California Government Code, section 54953, subdivision (b), paragraph (3). What does this mean for local agencies? This means that, during a state of emergency, under specified circumstances, local agencies can meet pursuant to modified Brown Act requirements. Each of these modifications is broken out below.

The provisions enacted by AB 361 providing flexibility to meet remotely during a proclaimed emergency will sunset on January 1, 2024. This is subject to change if a future Legislature and Governor elect to extend the sunset or make the provisions permanent.

AB 361 IMPACTS ON LOCAL AGENCY COMPLIANCE WITH THE BROWN ACT

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.	<ul style="list-style-type: none"> Agendas not required to be posted at all teleconference locations Meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency

In the context of an emergency, members of the legislative body of a local agency may be teleconferencing from less-than-ideal locations – e.g., the private domicile of a friend or relative, a hotel room, an evacuation shelter, from a car, etc. The nature of the emergency may further compound this issue, as was the case during the COVID-19 outbreak and the necessity to implement social distancing measures. To address this issue, AB 361 provides relief from the obligation to post meeting agendas at all conference locations.

Although local agencies are relieved from this obligation, local agencies should endeavor to post meeting agendas at all usual locations where it remains feasible to do so.

Important Note: *Local agencies must still provide advance notice of public meetings and must still post meeting agendas consistent with the provisions of the Brown Act. AB 361 does nothing to change the fact that meetings must still be noticed and agendized in advance.*

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.	<ul style="list-style-type: none"> Agendas are not required to identify each teleconference location in the meeting notice/agenda Local agencies are not required to make each teleconference location accessible to the public

Emergencies can – and often do – happen quickly. As was the case with the 2018 Camp Fire, individuals fleeing a disaster area may end up in disparate locations throughout the state. These impromptu, ad hoc locations are not ideal for conducting meetings consistent with the usual



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Brown Act requirements, which may impede local agencies seeking to meet promptly in response to calamity. To that end, AB 361 removes the requirement to document each teleconference location in meeting notices and agendas. Similarly, local agencies are not required to make these teleconference locations accessible to the public.

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, during the teleconferenced meeting, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.	<ul style="list-style-type: none"> No requirement to have a quorum of board members participate from within the territorial bounds of the local agency's jurisdiction

The purpose of AB 361 is to assist local agencies with continuing their critical operations despite facing emergencies that pose a risk to human health and safety – emergencies which oftentimes correspond with advisory or mandatory evacuation orders (e.g., wildfires, earthquakes, gas leaks, etc.). An emergency which drives individuals from an area could make meeting within the bounds of a local agency impossible to do feasibly or safely. Accordingly, AB 361 allows for local agencies to disregard quorum requirements related to members of a legislative body teleconferencing from locations beyond the local agency's territory.

Brown Act Requirement	Requirement under AB 361
If the legislative body of a local agency elects to use teleconferencing, the agenda shall provide an opportunity for members of the public to address the legislative body directly at each teleconference location.	<ul style="list-style-type: none"> In each instance in which notice of the time of the teleconferenced meeting is given or the agenda for the meeting is posted, the legislative body shall also give notice of the manner by which members of the public may access the meeting and offer public comment The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option The legislative body shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the legislative body directly In the event of a disruption which prevents the local agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local



	<p>agency’s control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored</p> <ul style="list-style-type: none"> • Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed
--	--

The right of individuals to attend the public meetings of local agencies and be face-to-face with their elected or appointed public officials is viewed as sacrosanct, only able to be abrogated in the most extraordinary of circumstances. Under normal conditions, local agencies are required to allow members of the public to participate in a public meeting from the very same teleconference locations that other board members are using to attend that meeting.

AB 361 solves the specific problem of what to do in circumstances when local agencies are holding their meetings remotely during an emergency and it would be unsafe to permit access to members of the public to the remote teleconference locations. AB 361 permits local agencies to meet without making teleconference locations available to members of the public, **provided that** members of the public are afforded the opportunity to provide public comment remotely as well.

Importantly, local agencies must ensure that the opportunity for the public to participate in a meeting remains as accessible as possible. This means that local agencies cannot discriminate against members of the public participating either remotely or in-person. In practice, this means:

- Local agencies must clearly advertise the means by which members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option

Importantly, local agencies are required to provide the relevant remote access information to members of the public looking to attend a meeting of a local agency legislative body. This information includes, but is not limited to: phone numbers, passwords, URLs, email addresses, etc. Using this information, members of the public must be able to attend the meeting remotely. Any of the information related to participation must be included in the relevant meeting notice(s) and meeting agenda(s). If an agency fails to provide one or more of these key pieces of



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information in a meeting notice or agenda, the agency should not proceed with the meeting as-is, as it could result in any subsequent action being rendered null or void.

- Agencies whose meetings are interrupted by technological or similar technical disruptions must first resolve those issues before taking any other action(s) on items on the meeting agenda

In a notable departure from the terms of the Governor's orders, AB 361 explicitly requires that local agencies must first resolve any remote meeting disruption before proceeding to take further action on items appearing on a meeting agenda. In the event that a public comment line unexpectedly disconnects, a meeting agenda was sent out with the incorrect web link or dial-in information, the local agency's internet connection is interrupted, or other similar circumstances, a local agency is required to stop the ongoing meeting and work to resolve the issue before continuing with the meeting agenda.

Local agencies should ensure that the public remains able to connect to a meeting and offer public comment by the means previously advertised in the meeting notice or agenda. This may require directing staff to monitor the means by which the public can observe the meeting and offer comment to ensure that everything is operating as intended.

In the event that a meeting disruption within the control of the agency cannot be resolved, a local agency should not take any further action on agenda items; the local agency should end the meeting and address the disruption in the interim, or it may risk having its actions set aside in a legal action.

Important Note: *Test, test, test! Local agencies should be testing their remote meeting setup in advance of (and during) every meeting to ensure that there are no apparent issues. Local agency staff should attempt to attend the meeting in the same way(s) made available to members of the public and demonstrate that everything is working as intended. The fact that staff tested the system before and during a meeting and failed to detect any problems may become a key factor in any potential legal action against the agency.*

- Local agencies cannot require that written comments be submitted in advance of a meeting

It is not permissible to require that members of the public looking to provide public comment do so by submitting their comment(s) in advance of a meeting – in fact, not only is this a violation of AB 361's terms, it is also a violation of the Brown Act generally. Both AB 361 and the Brown Act explicitly require that members of the public be given the opportunity to provide public comment **directly** – that is, live and at any point prior to public comment being officially closed during a public meeting. Until such time during a meeting that the chairperson (or other authorized person) calls for a close to the public comment period, members of the public are allowed to submit their public comments directly or indirectly, orally, written, or otherwise.

- Local agencies may only close registration for public comment at the same time the public comment period is closed, and must accept public comment until that point



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Local agencies cannot require that individuals looking to provide public comment register in advance of a meeting (though agencies may extend the **possibility** of advance registration or commenting as a **non-mandatory** option). Nor may local agencies require that individuals looking to provide public comment register in advance of the agenda item being deliberated by a local agency. Local agencies may only close registration for public comment at the same time that they close the public comment period for all. Until the public comment period is completely closed for all, members of the public must be permitted to register for, and provide, public comment.

Local agencies that agendize a comment period for each agenda item cannot close the public comment period for the agenda item, or the opportunity to register to provide public comment, until that agendized public comment period has elapsed.

Local agencies that do not provide an agendized public comment period but instead take public comment separately on an informal, ad hoc basis on each agenda item must allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register or otherwise be recognized for the purpose of providing public comment.

Local agencies with an agendized general public comment period that does not correspond to a specific agenda item (i.e., one occurring at the start of a meeting, covering all agenda items at once) cannot close the public comment period or the opportunity to register until the general public comment period has elapsed.

Brown Act Requirement	Requirement under AB 361
<p>A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance.</p> <p>If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held, or is circulated to the persons present during the meeting, it shall state clearly that the signing, registering, or completion of the document is voluntary, and that all persons may attend the meeting regardless of whether a person signs, registers, or completes the document.</p>	<ul style="list-style-type: none"> An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate

“Zoom meetings” became ubiquitous during the COVID-19 pandemic – for good reason. The Zoom video teleconferencing software was free (with some “premium” features even made temporarily free to all users), easily deployed, and user-friendly. All one needed was a Zoom



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account and then they'd be able to make use of the platform's meeting services, hosting and attending various meetings as they pleased.

Unfortunately, the Brown Act has long prohibited the use of mandatory registration or "sign-ups" to attend public meetings or to provide public comment. Privacy and good governance concerns prohibit such information gathering from members of the public seeking to remain anonymous while also engaging with their government. Accordingly, it would normally be a concern to use any teleconference platform which may require participants to register for an account even when it is not the local agency establishing that requirement.

AB 361 resolves this issue by explicitly allowing local agencies to use platforms which, incidental to their use and deployment, may require users to register for an account with that platform so long as the platform is not under the control of the local agency.

Important Note: Just because you "can" doesn't mean you "should." There are products on the market that do not require individuals to sign up for/sign in to an account to participate in a remote meeting. Local agencies are heavily discouraged from contacting their remote meeting platform vendor in an attempt to uncover information about meeting attendees.

RESOLUTIONS: ENACTING ASSEMBLY BILL 361

A local agency wishing to rely on the provisions of AB 361 must meet one of the following criteria:

- (A) The local agency is holding a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
- (B) The local agency is holding a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- (C) The local agency is holding a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

These criteria permit a local agency to schedule a remote meeting to determine whether meeting in-person during the state of emergency would pose imminent risk to the health or safety of attendees. At that remote meeting, a local agency may determine by majority vote that sufficient risks exist to the health or safety of attendees as a result of the emergency and pass a resolution to that effect. These criteria also permit a local agency to meet remotely in the event that there is a state of emergency declaration while state or local officials have recommended or required measures to promote social distancing.

If a local agency passes a resolution by majority vote that meeting in-person during the state of emergency would present imminent risks to the health or safety of attendees, the resolution would permit meeting under the provisions of AB 361 for a maximum period of 30 days. After 30



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days, the local agency would need to renew its resolution, consistent with the requirements of AB 361, if the agency desires to continue meeting under the modified Brown Act requirements, or allow the resolution to lapse.

Important Note: Consider referencing [the initial sample resolution linked on this page \(click here\)](#) in crafting your agency's initial resolution effecting the transition to these modified Brown Act requirements. While this sample resolution is provided for the benefit of local agencies, consult your legal counsel to review your agency's resolution before its consideration at a public meeting.

After 30 days, a local agency is required to renew its resolution effecting the transition to the modified Brown Act requirements if it desires to continue meeting under those modified requirements.

Importantly, the ability to renew the resolution is subject to certain requirements and conditions. In order to renew the resolution, a local agency must:

- Reconsider the circumstances of the state of emergency
- Having reconsidered the state of emergency, determine that either
 - The state of emergency continues to directly impact the ability of the members to meet safely in person, or
 - State or local officials continue to impose or recommend measures to promote social distancing

AB 361 requires that the renewal of the resolution effecting the transition to the modified Brown Act requirements must be based on findings that the state of emergency declaration remains active, the local agency has thoughtfully reconsidered the circumstances of the state of emergency, and the local agency has either identified A) ongoing, direct impacts to the ability to meet safely in-person or B) active social distancing measures as directed by relevant state or local officials.

Important Note: Consider referencing [the subsequent adoption sample resolution linked on this page \(click here\)](#) in crafting your agency's renewal resolution renewing the transition to these modified Brown Act requirements. While this sample resolution is provided for the benefit of local agencies, consult your legal counsel to review your agency's resolution before its consideration at a public meeting.

Important Note: If your agency does not meet again before the 30 day period during which the resolution remains active, the resolution will lapse for lack of action by the agency. After a resolution has lapsed, if the agency seeks to meet remotely again under the modified Brown Act requirements, it must pass a new initial resolution effecting the transition to the modified Brown Act requirements, subject to the same substantive and procedural requirements as before.



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AB 361 PROCESS: AN EXECUTIVE SUMMARY

1. An emergency situation arises. The specific nature of the emergency produces an imminent risk to public health and safety.
2. A state of emergency is declared (pursuant to CA GOVT § 8625).
3. A local agency wishes to meet remotely via teleconferencing as a result of the emergency. A meeting notice/agenda are produced and posted, with an agenda item dedicated to consideration of a resolution to transition to teleconferenced meetings consistent with the terms of CA GOVT § 54953, subdivision (e). For this meeting, the modified Brown Act requirements apply (e.g., meeting notices/agendas do not need to be posted at all teleconference locations).
4. A resolution is passed consistent with the terms of CA GOVT § 54953, subdivision (e), paragraph (1), subparagraph (B) (i.e., a resolution passed by majority vote determining that meeting in person would present imminent risks to the health or safety of attendees).¹ This resolution is valid for 30 days.
5. 30 days later: if the state of emergency remains active, a local agency may act to renew its resolution effecting the transition to teleconferenced meetings by passing another resolution, consistent with the terms of CA GOVT § 54953, subdivision (e), paragraph (3) (i.e., a resolution which includes findings that legislative body has both 1) reconsidered the circumstances of the state of emergency, and 2) the state of emergency continues to directly impact the ability of the members to meet safely in person.²

¹ Alternatively, in lieu of a resolution finding that meeting in person would present imminent risks to the health or safety of attendees, a local agency may use modified Brown Act procedures when state/local officials recommend/require measures to promote social distancing.

² Should state/local officials continue to impose or recommend measures to promote social distancing, this may instead be used as a basis for renewing a resolution (as opposed to the fact that the state of emergency continues to directly impact the ability of the members to meet safely in person).

This communication is provided for general information only and is not offered or intended as legal advice. Readers should seek the advice of an attorney when confronted with legal issues and attorneys should perform an independent evaluation of the issues raised in these communications.

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OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT G-5
2 Pages

MANAGEMENT REPORT

DATE: September 28, 2021
TO: District Board Members
FROM: Mike Geary, General Manager
SUBJECT: Management Report – Information Only

BACKGROUND: The discussion section below provides information from the District’s management on current projects and activities that are not the subject of a separate report. This report is prepared to provide new information and recent progress only.

DISCUSSION: The General Manager participated in the following meetings in the last month:

- Direct Reports – weekly with Fire Chief, Finance & Administration Manager, District Engineer, Operations Manager, and Board Secretary
- Operations Department Side Letter of Understanding – staff
- Operations Department Side Letter of Understanding – IUOE Stationary Engineers, Local 39 Business Representative Stephen Hatch and Shop Steward Josh Wilson
- Finance Committee
- Monthly T-TSA Managers
- Placer County Water Agency (PCWA) Meeting Preparation – District Engineer
- Monthly Planning – staff
- Fuels Management Program Budget and Scoping - staff
- Strategic Planning Training (CSDA) – two virtual workshops
- Document Management System Project – staff, led by Temporary Administrative Assistant Nicole Smola-Whiteman
- Caldor Fire Tour – Chief Riley, David Mercer, Lake Valley Fire Dept. staff
- Staff Recruitment – Operations Manager Burks and Operations Specialist III Wilson
- Tahoe Truckee Sierra Disposal Contract – two meetings with staff and one with staff and representatives from TTSD
- Work Plan Update
- Squaw Valley Business Association
- Additional Dwelling Unit (ADU) Connections Fees and AB 881 – staff

- CalPERS Prefunding Program and 115 Trusts – virtual workshop
- PCWA Annual East Slope Meeting – District Engineer Hunt
- Bike Trail Benches Project funding alternatives – staff

Placer County Water Agency (PCWA) East Slope Meeting

PCWA conducted its East Slope meeting on Thursday, September 16th in Tahoe City. Mike Geary and Dave Hunt attended and presented a brief report on District information of general interest including our 2021 highlights, fuels management efforts, development updates, and information on the three projects granted funds from the PCWA Financial Assistance Program (FAP) - the Water Meter Replacement Project, OVPSD / SVMWC Intertie Project, and the Pressure Zone 1A Project.

CSDA Strategic Planning for Special Districts Workshop

Mike Geary and Jessica Asher attended a 4-hour interactive virtual workshop on Strategic Planning led by Brent Ives, Principal at BHI Management Consulting. The course included a discussion on strategic planning; the benefit of strategic plans; roles of staff, the Board and others; types of plans and attributes of each; and suggestions on how to develop elements of the plan. While the course is not regularly offered, CSDA suggested the Board may be interested in an on-demand webinar taught by the same person here:

<https://members.csdanet.org/imis1/ItemDetail?iProductCode=WEBSPLANNING>

Also recommended is the Special District Leadership Academy (SDLA) module on Setting Direction / Community Leadership (which Directors Mercer, Hover-Smoot and Cox attended this Spring).

Village at Palisades Tahoe Specific Plan and EIR:

Staff has been working with the project team at Alterra Mountain Company to develop the draft Development Agreement for the Village project. On August 24, 2021 the Court of Appeal of the State of California reversed the Trial Court's decision on two lawsuits challenging the County's approval of the development. The Trial Court was instructed to specify actions the County must take to comply with CEQA. The impact to the schedule is unknown, as the Court must enter a writ which will dictate to the County the required process, which will take approximately 6 months. However, the development team has started working on a supplemental Environmental Impact Report (EIR) to address the four technical issues that the appellate court decided against the County on.

Other projects, initiatives, and priorities include development of a Fuels Management Program and funding alternatives, Green Waste options and TTSD contract scoping, creation of Pension and OPEB Prefunding Programs and Financial Policies, updates to a labor MOU and the PP&PM.

ATTACHMENTS: None

DATE PREPARED: September 23, 2021

RESOLUTION 2021-24

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
APPROVING THE AMENDMENT (SIDE LETTER) TO THE MEMORANDUM OF
UNDERSTANDING WITH INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39 FOR THE OPERATIONS DEPARTMENT PERSONNEL
AND AUTHORIZING THE EXECUTION OF THE AMENDMENT**

WHEREAS, the Olympic Valley Public Service District (District) recognizes the International Union of Operating Engineers, Stationary Engineers, Local 39 (Union) as the negotiating agent for the Operations Department members employed by the District; and,

WHEREAS, the District has met and conferred with representatives of the Union and reached agreement on certain work scheduling and health insurance proposals; and,

WHEREAS, the Side Letter to the Memorandum of Understanding sets out this Agreement, which is effective from October 1, 2021 to June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Olympic Valley Public Service District hereby approves the subject Side Letter to the Memorandum of Understanding for the Operations Department personnel; and that the Board President and Board Secretary are authorized to execute the Agreement, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED this 28th day of September, 2021 at a regular meeting of the Board of Directors by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dale Cox, Board President

ATTEST:

Jessica Asher, Board Secretary



**OLYMPIC VALLEY
PUBLIC SERVICE DISTRICT**



AFFIDAVIT OF POSTING

Name of Meeting(s): September Finance Committee + Reg. Board Mtg

Date of Meeting(s): 9/27/21, 9/28/21

I, J.Asher certify that we (JA, FG) posted the agenda for the above meeting(s) in two (2) conspicuous places located within the boundaries of the Olympic Valley Public Service District.

The posting locations were:

1. District Office at 305 Squaw Valley Road (by: JA at 1:15 on: 9/24)
2. Squaw Valley Post Office at 1600 Squaw Valley Road (by: FG at 2:45 on: 9/24)
3. Online Posting and Distribution (by: JA at 3:12 on: 9/24)

The posting was accomplished on 9/24/21 at 3:12pm.

I declare under penalty of perjury that the above statements are true and correct.

Executed in Olympic Valley, California on 10/1/21.

Jessica Asher, Board Secretary