



Tahoe-Truckee Sanitation Agency
Special Board Meeting
April 18, 2018

TAHOE-TRUCKEE SANITATION AGENCY

A Public Agency
13720 Butterfield Drive
TRUCKEE, CALIFORNIA 96161
(530) 587-2525 • FAX (530) 587-5840



Directors

S. Lane Lewis: President
Dale Cox: Vice President
Jon Northrop
Dan Wilkins
Blake Tresan
General Manager
LaRue Griffin

BOARD OF DIRECTORS SPECIAL MEETING NOTICE AND AGENDA

Date: April 18, 2018

Time: 9:00 AM

Place: Board Room, Tahoe-Truckee Sanitation Agency, 13720 Butterfield Drive, Truckee, California

All or portions of this meeting will be conducted by teleconferencing in accordance with Government Code section 54953(b). The following is the teleconferencing location: 3413 Punta Alta, Unit N, Laguna Woods, CA 92637. This location is accessible to the public, and members of the public may listen to the meeting and address the Board of Directors from this teleconference location.

Members of the public will have the opportunity to directly address the Agency Board of Directors concerning any item listed on the Agenda below before or during consideration of that item. To better accommodate members of the public and staff, some Agenda items may be considered in an order different than listed below.

I. Call to Order, Roll Call, and Pledge of Allegiance

II. **Public Comment** Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject that is within the jurisdiction of Tahoe-Truckee Sanitation Agency and that does not appear on the agenda. Any matter that requires action may be referred to staff for a report and action at a subsequent Board meeting. Please note there is a five (5) minute limit per person. In addition to or in lieu of public comment, any person may submit a written statement concerning Agency business to be included in the record of proceedings and filed with the meeting minutes. Any such statement must be provided to the recording secretary at the meeting.

III. **Consent Agenda** Consent Agenda items are routine items that may be approved without discussion. If an item requires discussion, it may be removed from the Consent Agenda prior to action.

1. Approval of the minutes of the regularly scheduled Board meeting on March 14, 2018.
2. Approval of general fund warrants.
3. Approval of financial statements and status of investments.

IV. Regular Agenda

1. Approval of the License Agreement with the Truckee River Watershed Council and Indemnification Agreement with the Truckee River Watershed Council contractor for weed eradication activities.

2. Approval of the Indemnification Agreement with the Truckee River Watershed Council contractor to maintain and monitor construction improvements associated with the Truckee Meadows Restoration project.
3. Approval to solicit bids for the BNR Influent Pump Station Variable Frequency Drive Upgrade project.
4. Discussion of employee handbook revision procedure.
5. Discussion of the Avery Hotel development.

V. Management Team Report

1. Operations, Engineering, Maintenance and IT Manager Reports.
2. General Manager Report.

VI. Board of Director Comment Opportunity for directors to ask questions for clarification, make brief announcements and reports, provide information to staff, request staff to report back on a matter, or direct staff to place a matter on a subsequent agenda.

VII. Closed Session

1. Conference with General Manager, as Agency real property negotiator, concerning price and terms of payment relating to potential to real property exchange with Truckee Tahoe Airport District concerning Nevada County APN 019-440-81, APN 049-040-24 and APN 049-040-25 pursuant to Government Code Section 54956.8.
2. Closed session conference with legal counsel regarding existing adjudicatory administrative proceeding, IBEW Local 1245 v. Agency (Public Employee Relations Board Case Nos. SA-CE-1017-M & SA-RR-1172-M) under Government Code section 54956.9(d)(1) (IBEW petition for recognition and unfair labor practice charge).

VIII. Adjournment

Posted and Mailed, 04/13/18



LaRue Griffin
Secretary to the Board

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, then please contact Roshelle Chavez at 530-587-2525 or 530-587-5840 (fax). Requests must be made as early as possible, and at least one-full business day before the start of the meeting.

Documents and material relating to an open session agenda item that are provided to the T-TSA Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at the Agency's office located at 13720 Butterfield Drive, Truckee, CA.

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: I

Subject: Call to Order, Roll Call, and Pledge of Allegiance.

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: II

Subject: Public Comment.

Background: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject that is within the jurisdiction of Tahoe-Truckee Sanitation Agency and that does not appear on the agenda. Any matter that requires action may be referred to staff for a report and action at a subsequent Board meeting. There is a five (5) minute limit per person.

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: III-1

Subject: Approval of the minutes of the regularly scheduled Board meeting on March 14, 2018.

Background: Minutes from the regularly scheduled Board meeting.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: Approve the minutes of the regularly scheduled Board meeting on March 14, 2018.

BOARD OF DIRECTORS
REGULAR MEETING MINUTES

March 14, 2018

I. Call to Order

President Lewis called the regular meeting of the Tahoe-Truckee Sanitation Agency Board of Directors to order at 9:00 AM. Roll call and Pledge of Allegiance followed.

Directors Present: S. Lane Lewis, NTPUD
 Dale Cox, SVPSD
 Jon Northrop, ASCWD
 Blake Tresan, TSD
 Dan Wilkins, TCPUD

Staff Present: LaRue Griffin, General Manager
 Roshelle Chavez, Administrative Services Manager
 Richard P. Shanahan, Agency Counsel
 Michael Peak, Operations Manager
 Celeste Graves, Administration Department
 Claire Parker, Administration Department
 Dawn Davis, Administration Department
 Mike Smith, Engineering Department
 Aaron Carlsson, Engineering Department
 Laura Mader, Laboratory Department
 Kristin Schrandt, Laboratory Department
 Bill Pindar, Laboratory Department
 Robert Holmes, Maintenance Department
 Jim Redmond, Maintenance Department
 Philip Fay, Maintenance Department
 Mark Heidelberger, Maintenance Department
 Jesus Zarate, Maintenance Department

Public Present: Adam M. Weber, IBEW 1245

II. Public Comment

There was no comment. No action was taken by the Board.

Most of the Agency employees left the meeting following the public comment

III. Consent Agenda

1. Approval of the minutes of the regularly scheduled Board meeting on February 14, 2018 and special Board meeting on February 28, 2018.
2. Approval of general fund warrants.
3. Approval of financial statements and status of investments.
4. Approval of progress payment estimate no. 2 for the purchase of ammonium analyzers and controllers.
5. Approval of change order no. 1 for the Digital Scanning of Sewer Lines project.
6. Approval of progress payment estimate no. 2 for Digital Scanning of Sewer Lines project.
7. Approval of change order no. 3 for Truckee River Interceptor Manhole 81 to Manhole 83 Improvements project.

MOTION by Director Cox, **SECOND** by Director Northrop to approve the Consent Agenda items; unanimously approved.

The Board approved the motion by the following vote:

AYES: Directors Cox, Wilkins, Northrop, Tresan and President Lewis
NOES: None
ABSENT: None
ABSTAIN: None

Motion passed.

IV. Regular Agenda

1. Discussion of the Avery Hotel development.

Mr. Griffin and Mr. Carlsson presented and discussed the preliminary TRI relocation alignment as proposed by the Avery Hotel developer. Discussion included a different alignment into the existing roadway, consideration of existing utilities and impacts to the TSD collector sewer. There was further discussion on Agency efforts when the hotel development was originally initiated years ago.

The Board directed staff to provide a summary of costs incurred by the Agency when the Avery Hotel was originally initiated.

No other action was taken by the Board.

2. Approval of the Temporary Construction Easement Agreement with Mr. & Mrs. Heiser.

MOTION by Director Wilkins, **SECOND** by Director Northrop to approve the temporary construction easement agreement; unanimously approved.

The Board approved the motion by the following vote:

AYES:	Directors Cox, Wilkins, Northrop, Tresan and President Lewis
NOES:	None
ABSENT:	None
ABSTAIN:	None

Motion passed.

V. Management Team Report

1. Operations, Maintenance, Engineering and IT Reports.

Mr. Peak provided an update on current and past projects for the operations department and reported that the all waste discharge requirements were met for the month. He added that the operations department is currently looking for vendors to provide quotes for inspections and potential repairs of the FRP chlorine scrubber caustic tank.

Mr. Carlsson provided an update on current and past projects for the engineering department. Director Cox suggested Mr. Dave Hunt and Mr. Mike Geary of SVPSD attend an Agency meeting and provide a presentation of the SVPSD 2018 Truckee River Siphon Project.

No action was taken by the Board.

2. General Manager Report.

Mr. Griffin provided a brief update on the status of various ongoing project, none of which required action by the Board, and informed the Board that the new Maintenance Department Manager will be starting mid-April.

No action was taken by the Board.

VI. Board of Director Comment

Director Cox requested an agenda item to revisit the employee handbook revision procedure be included in the April Board meeting agenda.

Director Tresan discussed the Steam Fair event for the Truckee school district and requested that T-TSA participate in public outreach programs when possible. Mr. Griffin said that T-TSA normally participates but was unable to for this year's event due to a scheduled facility shut down. Director Tresan said that the event date had been changed and Mr. Peak asked to be informed of the new date as staff would participate.

No action was taken by the Board.

VII. Closed Session

The Board went into closed session with legal counsel and Mr. Griffin at 10:05 AM

1. Conference with General Manager, as Agency real property negotiator, concerning price and terms of payment relating to potential to real property exchange with Truckee Tahoe Airport District concerning Nevada County APN 019-440-81, APN 049-040-24 and APN 049-040-25 pursuant to Government Code Section 54956.8.
2. Closed session conference with legal counsel regarding existing adjudicatory administrative proceeding, IBEW Local 1245 v. Agency (Public Employee Relations Board Case Nos. SA-CE-1017-M & SA-RR-1172-M) under Government Code section 54956.9(d)(1) (IBEW petition for recognition and unfair labor practice charge).
3. Closed session for public employee performance evaluation of the General Manager.

The meeting was reopened at 12:12 PM. Nothing to report from closed session.

VIII. Adjournment

There being no further business, the meeting adjourned at 12:12 PM.

LaRue Griffin
Secretary to the Board

Approved: _____

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: III-2

Subject: Approval of general fund warrants.

Background: Warrants paid and payable for the previous calendar months.

Fiscal Impact: Decrease in Agency general fund per the warrant amounts.

Previous Board Action: None.

Recommendation: Approve general fund warrants paid and payable.

FROM 3/01/18 THRU 3/31/18

CHECK WAS ISSUED ON 12/13/17

 CHECK NUMBER DATE STATUS VENDOR CHECK AMT COMMENT

*CHECKS 1 - 75825 CHECK SEQUENCE BREAK

75826 3/09/18 MAN VOID 01663 LARUE GRIFFIN 50.00- CHECK WAS ISSUED ON 12/13/17

*CHECKS 75827 - 76098 CHECK SEQUENCE BREAK

CHECK NUMBER	DATE	STATUS	VENDOR	CHECK AMT	COMMENT
76099	3/01/18	MAN PAID	01798 ROSHELLE CHAVEZ	42.80	
76100	3/01/18	MAN PAID	01573 INFOSEND	2,173.87	
76101	3/02/18	MAN PAID	00681 STANDARD INSURANCE-LIFE	2,052.86	
76102	3/02/18	MAN PAID	00786 STANDARD INSURANCE-DENTAL	7,978.80	
76103	3/02/18	MAN PAID	00124 CHOUINARD & MYHRE, INC.	1,200.00	
76104	3/02/18	MAN PAID	00213 GADDIS, INC.	3,903.83	
76105	3/02/18	MAN PAID	01966 TAHOE STAFF	588.00	
76106	3/05/18	MAN PAID	01972 MARY THERESA ROEMER	21,812.00	
76107	3/14/18	REG PAID	00015 AIRGAS USA, LLC	1,578.03	
76108	3/14/18	REG PAID	00019 ALPHA ANALYTICAL	1,880.00	
76109	3/14/18	REG PAID	00020 ALPINE LOCK & KEY	250.00	
76110	3/14/18	REG PAID	01900 AMAZON CAPITAL SERVICES	283.71	
76111	3/14/18	REG PAID	00032 AMERIPRIDE UNIFORM SERVICES	1,983.84	
76112	3/14/18	REG PAID	01885 AT&T ACCT 831-000-6939 380	1,398.45	
76113	3/14/18	REG PAID	01886 AT&T ACCT #171-800-7674 001	1,002.22	
76114	3/14/18	REG PAID	01383 AT&T 530 582-0827 966 5	441.94	
76115	3/14/18	REG PAID	00049 AVAYA, INC.	837.48	
76116	3/14/18	REG PAID	01781 B & T TENANT/EMPLOYMENT SCREENING	20.00	
76117	3/14/18	REG PAID	01581 BARE BONES WORK WEAR	301.67	
76118	3/14/18	REG PAID	00058 BARTKIEWICZ, KRONICK & SHANAHAN	20,110.85	
76119	3/14/18	REG PAID	00060 BATTERIES PLUS	151.52	
76120	3/14/18	REG PAID	00099 CA INDUSTRIAL RUBBER CO.	65.60	
76121	3/14/18	REG PAID	01290 CLARK PEST CONTROL	275.00	
76122	3/14/18	REG PAID	01479 CONSOLIDATED ELECTRICAL DIST.	343.58	
76123	3/14/18	REG PAID	00149 CWEA	180.00	
76124	3/14/18	REG PAID	00153 DAMORE, HAMRIC & SCHNEIDER	3,000.00	
76125	3/14/18	REG PAID	01975 DURAWEAR	849.52	
76126	3/14/18	REG PAID	01945 EWS - ENVIRONMENTAL WATER SOLUTIONS	8,992.89	
76127	3/14/18	REG PAID	00201 FERGUSON ENTERPRISES, INC. #1423	379.40	
76128	3/14/18	REG PAID	00203 FISHER SCIENTIFIC COMPANY	834.56	
76129	3/14/18	REG PAID	01753 FORENSIC ANALYTICAL LABORATORIES, I	165.00	
76130	3/14/18	REG PAID	01578 GETGO, INC.	39.00	
76131	3/14/18	REG PAID	00225 GRAINGER INC., W.W.	3,826.82	
76132	3/14/18	REG PAID	00232 HACH CHEMICAL COMPANY	233.73	
76133	3/14/18	REG PAID	01175 HYDRO-DYNE ENGINEERING, INC.	178.60	
76134	3/14/18	REG PAID	00538 IRON MOUNTAIN	242.94	
76135	3/14/18	REG PAID	01817 JOSE DE JESUS ZARATE	165.00	
76136	3/14/18	REG PAID	00290 KAMAN INDUSTRIAL TECH.	108.42	
76137	3/14/18	REG PAID	01259 LHOIST NORTH AMERICA	50,171.83	
76138	3/14/18	REG PAID	00614 LIBERTY UTILITIES	44.21	
76139	3/14/18	REG PAID	00334 R.F. MACDONALD COMPANY	345.98	
76140	3/14/18	REG PAID	00346 MCMMASTER-CARR	2,302.51	
76141	3/14/18	REG PAID	00374 MOTION INDUSTRIES	46.41	
76142	3/14/18	REG PAID	00376 MOUNTAIN HARDWARE	144.66	
76143	3/14/18	REG PAID	01971 MRC GLOBAL	429.89	
76144	3/14/18	REG PAID	00353 NAPA - SIERRA	52.69	
76145	3/14/18	REG PAID	00859 NC AUTO PARTS, LLC	323.67	CHECK HAS BEEN VOIDED
76146	3/14/18	REG PAID	00859 NC AUTO PARTS, LLC	323.67	CHECK WAS ISSUED ON 3/14/18
76146	3/14/18	REG PAID	01821 NEWEGG, INC.	2,093.44	

FROM 3/01/18 THRU 3/31/18

CHECK NUMBER	DATE	STATUS	VENDOR	VENDOR NAME	CHECK AMT	COMMENT
--------------	------	--------	--------	-------------	-----------	---------

76147	3/14/18	REG PAID	00959	OFFICE DEPOT	844.33	
76148	3/14/18	REG PAID	01609	PAYMENTUS GROUP, INC.	150.00	
76149	3/14/18	REG PAID	00455	PINNACLE TOWERS, INC.	654.87	
76150	3/14/18	REG PAID	00622	PRAXAIR DISTRIBUTION, INC.	61.65	
76151	3/14/18	REG PAID	01935	PRAXAIR INC.	10,897.89	
76152	3/14/18	REG PAID	00452	TRUCKEE DONNER PUD	78,118.10	
76153	3/14/18	REG PAID	00940	RENO FORKLIFT STORAGE SYSTEMS	78,498.66	
76154	3/14/18	REG PAID	00555	SAFEWAY INC.	459.36	
76155	3/14/18	REG PAID	01062	SAVE MART SUPERMARKETS	177.89	
76156	3/14/18	REG PAID	00807	LAYNE SHELTON	400.00	
76157	3/14/18	REG PAID	01744	SHRED-IT USA	578.00	
76158	3/14/18	REG PAID	00619	SIERRA SYSTEMS, INC.	600.00	
76159	3/14/18	REG PAID	01264	SIERRA NV MEDIA GROUP ACCT#1066714	627.24	
76160	3/14/18	REG PAID	01227	SNAP-ON INDUSTRIAL	314.65	
76161	3/14/18	REG PAID	00639	SOUTHWEST GAS CORP.	7,489.34	
76162	3/14/18	REG PAID	00557	STONE'S COUNTRY TIRE	163.40	
76163	3/14/18	REG PAID	00117	SUDDENLINK PAYMENT CENTER	86.09	
76164	3/14/18	REG PAID	00571	TAHOE TRUCKEE DISPOSAL	19,754.85	
76165	3/14/18	REG PAID	01894	THATCHER COMPANY OF CA, INC.	30,651.16	
76166	3/14/18	REG PAID	00414	THOMAS AND ASSOCIATES	863.51	
76167	3/14/18	REG PAID	00815	THOMSON WEST	302.56	
76168	3/14/18	REG PAID	00427	TIP INC.	285.78	
76169	3/14/18	REG PAID	00449	TRUCKEE BAGEL CO.	96.00	
76170	3/14/18	REG PAID	00540	VARIED PRODUCT LINES	388.62	
76171	3/14/18	REG PAID	00551	VERIZON WIRELESS	339.55	
76172	3/14/18	REG PAID	00560	VWR SCIENTIFIC, INC.	2,079.42	
76173	3/14/18	REG PAID	00578	WESTERN NEVADA SUPPLY	58,003.34	
76174	3/14/18	REG PAID	00611	WORK WORLD PARTNERS LLC	3,303.10	
76175	3/08/18	MAN PAID	01980	NEW MARTIS PARTNERS LLC	3,076.53	
76176	3/08/18	MAN PAID	01981	MERRILL & NANCY HABER	100.00	
76177	3/08/18	MAN PAID	01982	HALEY INGOLIA	306.00	
76178	3/08/18	MAN PAID	01966	TAHOE STAFF	728.88	
76179	3/08/18	MAN PAID	00746	PETTY CASH	241.72	
76180	3/08/18	MAN PAID	00292	KDJ COMPANY	15.40	
76181	3/08/18	MAN PAID	00524	UNITED PARCEL SERVICE, UPS	50.00	
76182	3/09/18	MAN PAID	01663	LARUE GRIFFIN	15.40	
76183	3/09/18	MAN PAID	01187	NORTH TAHOE PUD	25.00	
76184	3/14/18	MAN PAID	00149	CWEA	1,060.00	
76185	3/14/18	MAN PAID	00058	BARTKIEWICZ, KRONICK & SHANAHAN	12,439.30	
76186	3/14/18	MAN PAID	00696	CORELOGIC INFORMATION SOLUTIONS, IN	128.58	
76187	3/14/18	MAN PAID	00015	AIRGAS USA, LLC	1,408.86	
76188	3/14/18	MAN PAID	01573	INFOSEND	1,218.68	
76189	3/14/18	MAN PAID	00454	TRUCKEE FIRE PROTECT DIST.- NV COUN	88.13	
76190	3/14/18	MAN PAID	01442	SIERRA OFFICE SOLUTIONS	85.00	
76191	3/14/18	MAN PAID	00740	JEFF CLAUSSEN	415.00	
76192	3/14/18	MAN PAID	01983	JAMES TOBIN FUCHS	527.80	
76193	3/14/18	MAN PAID	00927	WESTERN ENV. TESTING LAB.	980.00	
76194	3/14/18	MAN PAID	01966	TAHOE STAFF	4,250.00	
76195	3/14/18	MAN PAID	00459	TRUCKEE OVERHEAD DOOR	125.00	
76196	3/14/18	MAN PAID	00019	ALPHA ANALYTICAL	100.00	
76197	3/14/18	MAN PAID	01871	JESSIE DENHAM	100.00	
76198	3/14/18	MAN PAID	01967	BLAKE TRESAN	554.00	
76199	3/14/18	MAN PAID	01849	DANIEL WILKINS	100.00	
76200	3/14/18	MAN PAID	00695	JON NORTROP	100.00	
76201	3/14/18	MAN PAID	00692	DALE COX	100.00	
76202	3/14/18	MAN PAID	00694	S. LANE LEWIS	100.00	

FROM 3/01/18 THRU 3/31/18

CHECK NUMBER	DATE	STATUS	VENDOR	VENDOR NAME	CHECK AMT	COMMENT
76203	3/14/18	MAN PAID	00603	WILEY, PRICE & RADULOVICH	1,044.97	
76204	3/14/18	MAN PAID	00614	LIBERTY UTILITIES	47.89	
76205	3/14/18	MAN PAID	01433	HOFFMAN SOUTHWEST CORP	32,993.76	
76206	3/14/18	MAN PAID	00232	HACH CHEMICAL COMPANY	10,094.91	
76207	3/14/18	MAN PAID	01984	ROBERT FERWERDA	2,000.00	
76208	3/14/18	MAN PAID	00959	OFFICE DEPOT	323.67	
76209	3/14/18	MAN PAID	00203	FISHER SCIENTIFIC COMPANY	1,159.89	
76210	3/15/18	MAN PAID	00592	DALE COX	563.74	
76211	3/16/18	MAN PAID	00504	RED WING SHOE STORE	1,416.48	
76212	3/20/18	MAN PAID	01894	THATCHER COMPANY OF CA, INC.	1,551.60	
76213	3/20/18	MAN PAID	01894	THATCHER COMPANY OF CA, INC.	41,383.57	
76214	3/20/18	MAN PAID	01867	KIRK AND DIANE HEISER	90,000.00	
76215	3/26/18	MAN PAID	01966	TAHOE STAFF	980.00	
76216	3/26/18	MAN PAID	00512	RENO GAZETTE & JOURNAL	3,394.71	
76217	3/26/18	MAN PAID	01264	SIERRA NV MEDIA GROUP ACCT#10666714	619.28	
76218	3/26/18	MAN PAID	00203	FISHER SCIENTIFIC COMPANY	865.31	
76219	3/29/18	MAN PAID	01986	U.S. BANK-TAX REVENUE	2,500.00	
76220	3/29/18	MAN PAID	01987	U.S. BANK-WWCRF	2,500.00	
76221	3/29/18	MAN PAID	01966	TAHOE STAFF	961.63	
76222	3/29/18	MAN PAID	00681	STANDARD INSURANCE-LIFE	2,051.54	

** FINAL TOTAL

585,531.24

124 CHECKS

FROM 3/01/18 THRU 3/31/18

 CHECK NUMBER DATE STATUS VENDOR VENDOR NAME CHECK AMT COMMENT

*CHECKS 1 - 1112339 CHECK SEQUENCE BREAK

CHECK NUMBER	DATE	STATUS	VENDOR	VENDOR NAME	CHECK AMT	COMMENT
1112340	3/01/18	MAN PAID	01004	FEDERAL TAXES/EFTPS	28,775.56	
1112341	3/01/18	MAN PAID	00809	EMPLOYMENT DEVELOPMENT DEPARTMENT	11,406.04	
1112342	3/01/18	MAN PAID	01532	NAVIA BENEFIT SOLUTIONS	511.26	
1112343	3/01/18	MAN PAID	00679	NATIONWIDE RETIREMENT SOLUTIONS	3,018.56	
1112344	3/01/18	MAN PAID	01038	FIRST US COMMUNITY CREDIT UNION	3,000.00	
1112345	3/01/18	MAN PAID	01005	PERS 457 PLAN	7,602.18	
1112346	3/06/18	MAN PAID	01532	NAVIA BENEFIT SOLUTIONS	1,404.89	
1112347	3/06/18	MAN PAID	01006	PERS-RETIREMENT	35,537.49	
1112348	3/06/18	MAN PAID	01007	PERS-HEALTH PREMIUM	122,502.11	
1112349	3/13/18	MAN PAID	01532	NAVIA BENEFIT SOLUTIONS	934.03	
1112350	3/16/18	MAN PAID	01005	PERS 457 PLAN	7,602.18	
1112351	3/16/18	MAN PAID	01532	NAVIA BENEFIT SOLUTIONS	7,250.80	
1112352	3/16/18	MAN PAID	00809	EMPLOYMENT DEVELOPMENT DEPARTMENT	11,203.01	
1112353	3/16/18	MAN PAID	01004	FEDERAL TAXES/EFTPS	28,420.40	
1112354	3/16/18	MAN PAID	01038	FIRST US COMMUNITY CREDIT UNION	3,000.00	
1112355	3/16/18	MAN PAID	00679	NATIONWIDE RETIREMENT SOLUTIONS	3,018.56	
1112356	3/16/18	MAN PAID	01006	PERS-RETIREMENT	34,582.10	
1112357	3/19/18	MAN PAID	00513	U.S. BANK BANK CARD DIVISION	15,191.71	
1112358	3/29/18	MAN PAID	01004	FEDERAL TAXES/EFTPS	29,816.57	
1112359	3/29/18	MAN PAID	00809	EMPLOYMENT DEVELOPMENT DEPARTMENT	11,840.49	
1112360	3/29/18	MAN PAID	01038	FIRST US COMMUNITY CREDIT UNION	3,000.00	
1112361	3/29/18	MAN PAID	01532	NAVIA BENEFIT SOLUTIONS	2,444.09	
1112362	3/29/18	MAN PAID	00679	NATIONWIDE RETIREMENT SOLUTIONS	3,018.56	
1112363	3/29/18	MAN PAID	01005	PERS 457 PLAN	7,602.18	

** FINAL TOTAL

375,682.77

24 CHECKS

TAHOE-TRUCKEE SANITATION AGENCY - PAYROLL CHECK REGISTER

CHECK#	CHECK DATE	EMP #	EMPLOYEE NAME	CHECK AMOUNT	DIRECT DEPOSIT
54587	3/16/2018	9906			
54588	3/16/2018	1929			
54589	3/16/2018	1980			X
54590	3/16/2018	4225			X
54591	3/16/2018	5098			X
54592	3/16/2018	6626			X
54593	3/16/2018	3286			X
54594	3/16/2018	7570			X
54595	3/16/2018	671			X
54596	3/16/2018	8897			X
54597	3/16/2018	8710			X
54598	3/16/2018	2133			X
54599	3/16/2018	8400			X
54600	3/16/2018	5982			X
54601	3/16/2018	1352			X
54602	3/16/2018	3464			X
54603	3/16/2018	934			X
54604	3/16/2018	992			X
54605	3/16/2018	3059			X
54606	3/16/2018	411			X
54607	3/16/2018	1248			X
54608	3/16/2018	6171			X
54609	3/16/2018	9815			X
54610	3/16/2018	1730			X
54611	3/16/2018	9478			X
54612	3/16/2018	9268			X
54613	3/16/2018	6204			X
54614	3/16/2018	6930			X
54615	3/16/2018	1567			X
54616	3/16/2018	5526			X
54617	3/16/2018	9357			X
54618	3/16/2018	63			X
54619	3/16/2018	65			X
54620	3/16/2018	890			X
54621	3/16/2018	3849			X
54622	3/16/2018	572			X
54623	3/16/2018	2375			X
54624	3/16/2018	3433			X
54625	3/16/2018	743			X
54626	3/16/2018	6715			X
54627	3/16/2018	3359			X
54628	3/16/2018	8131			X
54629	3/16/2018	6833			X

TAHOE-TRUCKEE SANITATION AGENCY - PAYROLL CHECK REGISTER

CHECK#	CHECK DATE	EMP #	EMPLOYEE NAME	CHECK AMOUNT	DIRECT DEPOSIT
54630	3/16/2018	7232			X
54631	3/16/2018	1766			X
54632	3/16/2018	9056			X
54633	3/16/2018	5476			X
54634	3/16/2018	4177			X
54635	3/30/2018	9906			
54636	3/30/2018	1929			
54637	3/30/2018	1980			X
54638	3/30/2018	4225			X
54639	3/30/2018	5098			X
54640	3/30/2018	6626			X
54641	3/30/2018	3286			X
54642	3/30/2018	7570			X
54643	3/30/2018	671			X
54644	3/30/2018	8897			X
54645	3/30/2018	8710			X
54646	3/30/2018	2133			X
54647	3/30/2018	8400			X
54648	3/30/2018	5982			X
54649	3/30/2018	1352			X
54650	3/30/2018	3464			X
54651	3/30/2018	934			X
54652	3/30/2018	992			X
54653	3/30/2018	3059			X
54654	3/30/2018	411			X
54655	3/30/2018	1248			X
54656	3/30/2018	6171			X
54657	3/30/2018	9815			X
54658	3/30/2018	1730			X
54659	3/30/2018	9478			X
54660	3/30/2018	9268			X
54661	3/30/2018	6204			X
54662	3/30/2018	6930			X
54663	3/30/2018	1567			X
54664	3/30/2018	5526			X
54665	3/30/2018	9357			X
54666	3/30/2018	63			X
54667	3/30/2018	65			X
54668	3/30/2018	890			X
54669	3/30/2018	3849			X
54670	3/30/2018	572			X
54671	3/30/2018	2375			X
54672	3/30/2018	3433			X

TAHOE-TRUCKEE SANITATION AGENCY - PAYROLL CHECK REGISTER

CHECK#	CHECK DATE	EMP #	EMPLOYEE NAME	CHECK AMOUNT	DIRECT DEPOSIT
54673	3/30/2018	743			X
54674	3/30/2018	6715			X
54675	3/30/2018	3359			X
54676	3/30/2018	8131			X
54677	3/30/2018	6833			X
54678	3/30/2018	7232			X
54679	3/30/2018	1766			X
54680	3/30/2018	9056			X
54681	3/30/2018	5476			X
54682	3/30/2018	4177			X
				<u>\$304,153.81</u>	

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: III-3

Subject: Approval of financial statements and status of investments.

Background: Financial statements and status of investments for the previous calendar month.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: Approve financial statements and status of investments.

BUDGETED EXPENDITURES	BUDGET CURRENT YEAR	CURRENT MONTH	YEAR TO DATE	BALANCE	BUDGET %
ADMINISTRATIVE FUND					
45010 SALARIES AND WAGES	500,000.00	40,136.24	350,523.43	149,476.57	70.10
45020 EMPLOYEE BENEFITS	354,000.00	18,607.30	230,161.12	123,838.88	65.02
45030 DIRECTOR FEES	12,000.00	500.00	3,800.00	8,200.00	31.67
45060 TRANSPORTATION GAS AND OIL	4,000.00	213.78	1,699.06	2,300.94	42.48
45070 INSURANCE	110,000.00	(16,636.00)	85,587.15	24,412.85	77.81
45080 MEMBERSHIPS	25,000.00	180.00	24,138.00	862.00	96.55
45090 OFFICE EXPENSE	75,000.00	6,214.28	38,025.49	36,974.51	50.70
45095 FEES, LICENSES & PERMITS	150,000.00	218.68	137,209.23	12,790.77	91.47
45110 CONTRACTUAL SERVICES	75,000.00	2,726.00	46,319.50	28,680.50	61.76
45120 PROFESSIONAL SERVICES	250,000.00	35,296.27	237,735.20	12,264.80	95.09
45130 PRINTING AND PUBLICATIONS	15,000.00	5,005.74	15,766.21	(766.21)	105.11
45140 RENTS AND LEASES	5,000.00	173.66	3,836.12	1,163.88	76.72
45150 REPAIRS AND MAINTENANCE	1,000.00	0.00	19.00	981.00	1.90
45170 TRAINING	5,000.00	0.00	2,678.78	2,321.22	53.58
45180 UNCOLLECTIBLE ACCOUNTS	5,000.00	0.00	4,624.32	375.68	92.49
45190 UTILITIES	12,000.00	296.00	6,968.07	5,031.93	58.07
45300 EQUIPMENT	7,000.00	0.00	0.00	7,000.00	0.00
TOTAL ADMINISTRATIVE FUND	1,605,000.00	92,931.95	1,189,090.68	415,909.32	74.09
OPERATIONS AND MAINTENANCE FUND					
45010 SALARIES AND WAGES	5,561,500.00	369,927.85	3,417,741.53	2,143,758.47	61.45
45020 EMPLOYEE BENEFITS	3,485,000.00	203,786.85	2,435,117.33	1,049,882.67	69.87
45060 TRANSPORTATION GAS AND OIL	15,000.00	1,833.54	9,080.76	5,919.24	60.54
45080 MEMBERSHIPS	14,500.00	640.00	9,744.26	4,755.74	67.20
45095 FEES, LICENSES & PERMITS	0.00	0.00	159.75	(159.75)	0.00
45100 SUPPLIES	1,295,000.00	114,499.71	757,767.68	537,232.32	58.51
45110 CONTRACTUAL SERVICES	567,000.00	22,062.89	455,757.99	111,242.01	80.38
45140 RENTS AND LEASES	22,000.00	1,185.99	9,303.65	12,696.35	42.29
45150 REPAIRS AND MAINTENANCE	261,000.00	27,225.50	200,377.24	60,622.76	76.77
45155 INSTRUMENTATION & ELECTRICAL	75,000.00	1,419.21	83,493.07	(8,493.07)	111.32
45160 RESEARCH & MONITORING	80,000.00	3,539.96	58,978.12	21,021.88	73.72
45170 TRAINING	46,000.00	2,042.72	32,412.07	13,587.93	70.46
45190 UTILITIES	1,273,000.00	85,927.15	713,769.72	559,230.28	56.07
45300 EQUIPMENT	0.00	(447.90)	0.00	0.00	0.00
TOTAL OPERATIONS & MAINTENANCE	12,695,000.00	833,643.47	8,183,703.17	4,511,296.83	64.46
TOTAL	14,300,000.00	926,575.42	9,372,793.85	4,927,206.15	65.54
SRF DEBT SERVICE					
45105 INTEREST ON SRF LOAN EXPENSE	0.00	0.00	266,280.33	(266,280.33)	0.00

BALANCE

CASH ON HAND

 CASH ACCOUNT (US BANK) 12,908.94
 CASH - PETTY CASH 1,600.00
 CASH - TAX REVENUE (US BANK) 2,500.00
 CHK ACCT (WELLS FARGO/PAYROLL) 4,250.87
 SAVINGS (B OF A) 10,141.84
 SERVICE CHARGE MUNI INV (US BANK) 20,554.08
 WASTEWTR CAP RES SAVINGS (BOFA) 26,374.83
 WASTEWATER SAVINGS-WELLS FARGO 635,109.70
 CASH - WWCRF (US BANK) 2,500.00
 STATE LOCAL AGENCY INVESTMT FUND 52,270,179.62

 TOTAL CASH ON HAND 52,986,119.88
 =====

CASH ON HAND

 CASH ACCOUNT (US BANK)
 CASH - PETTY CASH
 CASH - TAX REVENUE (US BANK)
 CHK ACCT (WELLS FARGO/PAYROLL)
 SAVINGS (B OF A)
 SERVICE CHARGE MUNI INV (US BANK)
 WASTEWTR CAP RES SAVINGS (BOFA)
 WASTEWATER SAVINGS-WELLS FARGO
 CASH - WWCRF (US BANK)
 STATE LOCAL AGENCY INVESTMT FUND

CURRENT MONTH INCOME EXPENSES ACCOUNTS PAYABLE

ADMINISTRATIVE 0.14 92,931.95 4,429.81
 OPERATION & MAINTENANCE 12,684.34 833,643.47 191,707.66
 W.W.C.R.F. 22,250.36 47,700.00 0.00
 UPGRADE REHAB 0.00 55,497.49 12,800.64

 TOTAL 9,566.16 1,029,772.91 208,938.11
 =====

BEGINNING BALANCE	YEAR TO DATE RECEIVED	YEAR TO DATE EXPENDED	CURRENT BALANCE
50,000.00	2,290,685.07	4,465,993.10	1,122,189.17
250,000.00	12,261,408.13	8,361,417.46	4,149,990.67
20,768,597.34	881,300.08	61,812.65	19,210,916.82
2,917,227.28	23,661.11	0.00	2,940,888.39
26,809,008.58	201,448.06	577,992.56	25,562,134.83
-----	-----	-----	-----
50,794,833.20	15,658,502.45	13,467,215.77	52,986,119.88
=====	=====	=====	=====

0

YEAR TO DATE

INTEREST INCOME

 00 ADMINISTRATIVE 11,332.29
 01 OPERATION & MAINTENANCE 9,640.57
 02 W.W.C.R.F. 109,988.56
 04 SRF WCRF 16,927.43
 06 UPGRADE/REHAB 148,574.08

 TOTAL INTEREST INCOME 296,462.93
 =====

FUND INVESTMENTS:

ADMINISTRATIVE
 OPERATION & MAINTENANCE
 W.W.C.R.F.
 SRF WCRF
 UPGRADE REHAB
 TOTAL FUND INVESTMENTS

T.C.D.	T-BILLS	L.A.I.F
0.00	0.00	1,110,114.07
0.00	0.00	4,110,110.04
0.00	0.00	18,546,932.29
0.00	0.00	2,940,888.39
0.00	0.00	25,562,134.83
-----	-----	-----
0.00	0.00	52,270,179.62
=====	=====	=====

0

TAHOE-TRUCKEE SANITATION AGENCY
 SUMMARY OF YEAR TO DATE CHANGES IN FUND BALANCES
 PERIOD ENDING 3/31/18

RUN DATE 4/06/18 PAGE 0001
 RUN TIME 13:52:03

(GLPRTN)

	ADMIN	OPERATIONS & MAINTENANCE	WASTEWATER CAP RESERVE	SRF WASTEWTR CAP RESERVE	UPGRADE REHAB	TOTAL
CASH BEG BAL	50,000.00	250,000.00	20,768,597.34	2,917,227.28	26,809,008.58	50,794,833.20
TRANSFERS	3,247,497.20	0.00	2,377,167.95-	0.00	870,329.25-	0.00
BEG A/R	205,124.67	496,159.72	52,031.17	6,733.68	52,873.98	812,923.22
INCOME	2,097,614.40	12,520,265.95	846,528.56	16,927.43	148,574.08	15,629,910.42
END A/R	12,054.00-	755,017.54-	17,259.65-	0.00	121,902.15	76,237.37
BEG A/P	31,346,740.99	1,294,848.60	0.00	0.00	12,803.15	32,591,388.45
EXPENSES	1,455,371.01	8,183,703.17	61,812.65	0.00	577,990.05	10,278,876.88
END A/P	28,336,118.90-	1,117,134.31-	0.00	0.00	12,800.64-	29,403,049.56-
CASH END BAL	1,122,189.17	4,149,990.67	19,210,916.82	2,940,888.39	25,562,134.83	52,986,119.88

TAHOE-TRUCKEE SANITATION AGENCY
FINANCIAL STATEMENT
Summary
March 31, 2018

SUMMARY OF PAID & PAYABLE

Administrative and General Paid: \$961,214.01

Administrative and General Payable: \$200,162.40

Total Administrative and General Paid and Payable: \$1,161,376.41

Total Administrative and General Payroll Paid: \$304,153.81

YEAR TO DATE

ASSETS

CURRENT ASSETS

01 10010	CASH & CASH EQUIVALENTS	12,908.94
00 10020	CASH U.S.BANK CHECKING	399.48
01 10020	CASH WELLS FARGO/PAYROLL	3,851.39
00 10030	CASH - PETTY CASH	1,600.00
00 10040	CASH - TAX REVENUE/BANK AMERIC	8,075.62
01 10040	CASH - TAX REVENUE/BANK AMERIC	2,066.22
00 10045	CASH - TAX REVENUE U.S. BANK	2,000.00
01 10045	CASH - TAX REVENUE U.S. BANK	500.00
01 10050	CASH - SERV CHARGE MUNI CHECKKG	20,554.08
00 10070	CASH - L.A.I.F.	1,110,114.07
01 10070	CASH - L.A.I.F.	4,110,110.04
06 10070	CASH - L.A.I.F.	25,562,134.83
	CASH & CASH EQUIVALENTS	30,834,314.67

ACCRUED INTEREST RECEIVABLE

00 11280	ACCOUNTS RECEIVABLE	
01 11020	A/R BROWN ACT REFORM REIMBSMT	12,054.00
01 11021	A/R SERVICE CHARGES	478,593.96
01 11029	SERVICE CHARGE REFUNDS	19,690.65
01 11065	SERVICE CHARGE PAYMENT PLANS	18.50
01 11070	A/R LAB FEES	225.00
01 11070	A/R-TEMP DISCHARGE	150.00
01 11075	A/R-COBRA	264.11
	ACCOUNTS RECEIVABLE	510,996.22

INVENTORY

01 12550	CHEMICAL INVENTORY	95,296.15
01 12560	CHEMICAL INVENTORY	26,606.00
	INVENTORY	121,902.15

01 13060 DUE FROM GOVERNMENT AGENCIES 134,173.17

DUE FROM GOVT AGENCIES 134,173.17

TOTAL CURRENT ASSETS

31,601,386.21

YEAR TO DATE

RESTRICTED ASSETS

02 10060	CASH WASTEWATER BANK AMERICA	26,374.83
02 10065	WASTEWATER SAVINGS-WELLS FARGO	635,109.70
02 10066	CASH - WWCRF U.S. BANK	2,500.00
02 10070	CASH - L.A.I.F.	18,546,932.29
04 10070	CASH - L.A.I.F.	2,940,888.39
	CASH & EQUIVALENTS	22,151,805.21

02 11030	A/R CONNECTION FEES PMT PLANS	17,259.65
	A/R CONNECTION FEES	17,259.65

TOTAL RESTRICTED ASSETS

	22,169,064.86
--	---------------

PROPERTY PLANT & EQUIPMENT

00 16010	LAND	2,174,726.00
00 16020	PLANT FENCING	244,732.11
00 16040	SEWAGE COLLECTION FACILITIES	14,168,430.43
00 16050	SEWAGE TRMT AND DISP FACILITY	125,093,559.93
00 16060	GEN PLANT & ADMIN FACILITIES	3,982,615.29
00 16090	VEHICLES	1,209,946.21
00 16550	ACCUM DEPRECIATION FACILITIES	56,036,579.38
00 16580	ACCUM DEPREC- GENERAL PLANT	4,685,118.00

NET CAPITAL ASSETS

	86,152,312.59
--	---------------

DEFERRED PENSION OUTFLOWS

00 16810	DEFERRED PENSION OUTFLOWS	3,427,897.00
	DEFERRED PENSION OUTFLOWS	3,427,897.00

TOTAL ASSETS

	143,350,660.66
--	----------------

YEAR TO DATE

LIABILITIES

00 20350	CURRENT LIABILITIES	
01 20350	ACCOUNTS PAYABLE	4,429.81-
06 20350	ACCOUNTS PAYABLE	191,707.66-
	ACCOUNTS PAYABLE	12,800.64-
	ACCOUNTS PAYABLE	208,938.11-

00 20810	ACCRUED LIA FOR COMP ABSENCE	53,885.58-
01 20810	ACCRUED LIA FOR COMP ABSENCE	860,258.72-

01 22010	CUSTOMER DEPOSITS TEMP DISCHARGE	200.00-
	CUSTOMER DEPOSITS	200.00-

00 20780	ACCRUED EXPENSES	
01 20780	SURVIVOR BENEFITS/O & M	4.00-
00 20786	SURVIVOR BENEFITS/O & M	43.00-
01 20786	PERS EMPLOYEE PAID CONTRIB	527.90-
	PERS EMPLOYEE PAID CONTRIB	3,195.46-
	TOTAL ACCOUNTS PAYABLE	3,770.36-

00 23020	CURRENT LIAB FROM RESTRICTED	
00 24010	LONG TERM LIABILITIES	
	SRF LOAN PAYABLE/LONG TERM	28,275,996.79-
	NET PENSION LIABILITY	13,722,519.00-
	LONG TERM LIABILITIES	41,998,515.79-

00 24020	DEFERRED PENSION INFLOWS	1,342,483.00-
	DEFERRED PENSION INFLOWS	1,342,483.00-
	TOTAL DEFERRED PENSION INFLOWS	44,468,051.56-

	TOTAL LIABILITIES	=====
--	-------------------	-------

	TOTAL LIAB FROM CURRENT	1,127,052.77-
--	-------------------------	---------------

	CURRENT LIAB FROM RESTRICTED	
	LONG TERM LIABILITIES	
	SRF LOAN PAYABLE/LONG TERM	28,275,996.79-
	NET PENSION LIABILITY	13,722,519.00-
	LONG TERM LIABILITIES	41,998,515.79-

00 24020	DEFERRED PENSION INFLOWS	1,342,483.00-
	DEFERRED PENSION INFLOWS	1,342,483.00-
	TOTAL DEFERRED PENSION INFLOWS	44,468,051.56-

	TOTAL LIABILITIES	=====
--	-------------------	-------

YEAR TO DATE

CAPITAL

00 25050	CAPITAL ASSETS	
00 25051	CONTRIBUTED CAPITAL-CAP GRANTS	28,336,343.44-
00 25052	CONTRIBUTED CAPITAL-LOCAL DIST	1,330,176.82-
00 25053	CONTRIBUTED CAPITAL-US FOREST	223,315.00-
00 26020	CONTRIBUTED CAPITAL-STATE PARK	16,341.91-
00 26010	NET PROFIT AND LOSS	3,889,740.59-
	RETAINED EARNINGS	13,517,414.10-
	CAPITAL ASSETS	47,313,331.86-

02 26020	RESTRICTED FOR WWCR	
02 26010	NET PROFIT AND LOSS	1,592,452.04
	RETAINED EARNINGS	20,820,628.51-
	RESTRICTED FOR WWCR	19,228,176.47-

04 26020	RESTRICTED FOR STATE LOAN	
04 26010	NET PROFIT AND LOSS	16,927.43-
	RETAINED EARNINGS	2,923,960.96-
	STATE REVOLVING FUND WCR	2,940,888.39-

01 26020	UNRESTRICTED	
01 26010	NET PROFIT AND LOSS	4,336,562.78-
06 26020	RETAINED EARNINGS	548,688.88
06 26010	NET PROFIT AND LOSS	1,299,745.22
	RETAINED EARNINGS	26,849,079.41-
	UNRESTRICTED	29,337,208.09-

TOTAL NET ASSETS

		98,819,604.81-
--	--	----------------

TOTAL LIABILITIES & NET ASSETS

		143,287,656.37-
--	--	-----------------

	STATEMENT OF REVENUES & EXPENSES	CURRENT MONTH	YEAR TO DATE
00 32030	ADMINISTRATION REVENUE	0.00	1,756,387.57-
00 32031	TAX REVENUE CURRENT SECURED	0.00	38,815.03-
00 32032	TAX REVENUE CURRENT UNSECURED	0.00	808.05-
00 32050	TAX REVENUE PRIOR YEARS	0.14-	11,332.29-
00 32065	INTEREST INCOME	0.00	236,086.80-
00 32070	IN LIEU OF TAX REV OTHER NOTAX	0.00	12,444.59-
00 32070	TAX REVENUE HOPTR	0.00	3.13-
00 32072	TAX REVENUE TIMBERLAND	0.00	41,736.94-
00 32090	TAX REVENUE OTHER NON-OPERATIO	0.00	
	TOTAL ADMINISTRATION REVENUE	0.14-	2,097,614.40-
00 45010	ADMINISTRATION EXPENSES	40,136.24	350,523.43
00 45020	SALARIES AND WAGES	18,607.30	230,161.12
00 45030	EMPLOYEE BENEFITS	500.00	3,800.00
00 45030	DIRECTOR FEES	213.78	1,699.06
00 45060	TRANSPORTATION GAS AND OIL	16,636.00-	85,587.15
00 45070	INSURANCE	180.00	24,138.00
00 45080	MEMBERSHIPS	6,214.28	38,025.49
00 45090	OFFICE EXPENSE	218.68	137,209.23
00 45095	FEES, LICENSES & PERMITS	2,726.00	46,319.50
00 45110	CONTRACTUAL SERVICES	35,296.27	237,735.20
00 45120	PROFESSIONAL SERVICES	5,005.74	15,766.21
00 45130	PRINTING AND PUBLICATIONS	173.66	3,836.12
00 45140	RENTS AND LEASES	0.00	19.00
00 45150	REPAIRS AND MAINTENANCE	0.00	2,678.78
00 45170	TRAINING	0.00	4,624.32
00 45180	UNCOLLECTIBLE ACCOUNTS	296.00	6,968.07
00 45190	UTILITIES	0.00	266,280.33
00 45195	INTEREST ON SRF LOAN EXPENSE	0.00	
	TOTAL ADMINISTRATION EXPENSES	92,931.95	1,455,371.01
00 45510	ADMINISTRATION TRANSFERS	0.00	3,247,497.20-
	SRF DEBT SERVICE PMT TRANSFER	0.00	
	TOTAL ADMINISTRATION TRANSFERS	0.00	3,247,497.20-
	NET PROFIT/LOSS	92,931.81	3,889,740.59-

STATEMENT OF REVENUE & EXPENSES

	CURRENT MONTH	YEAR TO DATE
01 31010 OPERATIONS & MAINT REVENUE	13,062.61	12,486,890.09-
01 31015 INCOME FROM SERVICE CHARGES	0.00	90.00-
01 31020 NSF RETURN CHECK FEE	0.00	18,585.29-
01 31040 INCOME FROM TEMP DISCHARGES	375.00-	5,060.00-
01 32050 INCOME-OTHER	3.27-	9,640.57-
01 32050 INTEREST INCOME		
TOTAL OP & MAINT REVENUE	12,684.34	12,520,265.95-
01 45010 OPERATIONS & MAINT EXPENSES	369,927.85	3,417,741.53
01 45020 SALARIES AND WAGES	203,786.85	2,435,117.33
01 45060 EMPLOYEE BENEFITS	1,833.54	9,080.76
01 45080 TRANSPORTATION GAS AND OIL	640.00	9,744.26
01 45095 FEES, LICENSES & PERMITS	0.00	159.75
01 45100 SUPPLIES	114,499.71	757,767.68
01 45110 CONTRACTUAL SERVICES	22,062.89	455,757.99
01 45140 RENTS AND LEASES	1,185.99	9,303.65
01 45150 REPAIRS AND MAINTENANCE	27,225.50	200,377.24
01 45155 INSTRUMENTATION & ELECTRICAL	1,419.21	83,493.07
01 45160 RESEARCH & MONITORING	3,539.96	58,978.12
01 45170 TRAINING	2,042.72	32,412.07
01 45190 UTILITIES	85,927.15	713,769.72
01 45300 EQUIPMENT	447.90-	0.00
TOTAL OP & MAINT EXPENSES	833,643.47	8,183,703.17

OP & MAINT TRANSFERS

TOTAL NET PROFIT/LOSS	846,327.81	4,336,562.78-
-----------------------	------------	---------------

	CURRENT MONTH	YEAR TO DATE
STATEMENT OF REVENUES & EXPENSES		
* WASTEWATER CAPITAL RESERVE *		
02 31030	13,390.00-	721,615.00-
02 31035	10,650.00-	32,425.00-
02 31040	2,000.00	17,500.00
02 32050	210.36-	109,988.56-
TOTAL WWCR REVENUE	22,250.36-	846,528.56-
WWCR EXPENSES		
02 45110	47,700.00	47,700.00
02 45120	0.00	14,112.65
TOTAL WWCR EXPENSES	47,700.00	61,812.65
WASTEWATER CAP RES TRANSFERS		
02 45510	0.00	2,377,167.95
TOTAL WWCR TRANSFERS	0.00	2,377,167.95
TOTAL NET PROFIT/LOSS		
	25,449.64	1,592,452.04

0

	CURRENT MONTH	YEAR TO DATE
STATEMENT OF REVENUE & EXPENSES		
04 32050 STATE LOAN RESERVE REVENUE	0.00	16,927.43-
INTEREST INCOME		
TOTAL STATE LOAN RESERVE REVENUE	0.00	16,927.43-
STATE LOAN RESERVE EXPENSES		
STATE LOAN RESERVE TRANSFERS		
TOTAL NET PROFIT/LOSS	0.00	16,927.43-

	CURRENT MONTH	YEAR TO DATE
STATEMENT OF REVENUE & EXPENSES		
06 32050 UPGRADE REVENUE	0.00	148,574.08
INTEREST INCOME		
TOTAL UPGRADE REVENUE	0.00	148,574.08
UPGRADE EXPENSES		
06 45095 FEES, LICENSES & PERMITS	0.00	2,820.00
06 45110 CONTRACTUAL SERVICES	42,300.00	258,857.99
06 45120 PROFESSIONAL SERVICES	0.00	12,542.29
06 45150 REPAIRS AND MAINTENANCE	13,197.49	122,441.60
06 45155 INSTRUMENTATION & ELECTRICAL EQUIPMENT	0.00	33,280.49
06 45300	0.00	148,047.68
TOTAL UPGRADE EXPENSES	55,497.49	577,990.05
UPGRADE TRANSFERS		
06 45510 SRF DEBT SERVICE PMT TRANSFER	0.00	870,329.25
TOTAL UPGRADE TRANSFERS	0.00	870,329.25
TOTAL NET PROFIT/LOSS	55,497.49	1,299,745.22



Tahoe-Truckee Sanitation Agency Investment Status Report

TO: LaRue

FROM: Michelle

RE: Investments for the

Month Ending March 31, 2018

		AVERAGE INTEREST RATE		AMOUNT INVESTED
L.A.I.F.		1.520%		\$52,270,179.62
SAVINGS	Wells Fargo Investment	0.0967%	Weighted Yield	\$635,109.70
	Bank of America Tax Revenue			\$10,141.84
	Bank of America W.W.C.R.F.			\$26,374.83
	U.S. Bank Service Charge			\$20,554.08
	U.S. Bank Tax Revenue			\$2,500.00
	U.S. Bank W.W.C.R.F.			\$2,500.00
CHECKING	U.S. Bank General Checking	0.000%		\$12,908.94
	Wells Fargo Payroll			\$4,250.87
TOTAL CASH ON HAND				<u>\$52,984,519.88</u>

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp
 April 06, 2018

TAHOE TRUCKEE SANITATION AGENCY

TREASURER
 13720 BUTTERFIELD DRIVE
 TRUCKEE, CA 96161

PMIA Average Monthly Yields

Account Number:
 70-31-001

Tran Type Definitions

March 2018 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
3/7/2018	3/6/2018	RW	1563859	DAWN DAVIS	-160,000.00
3/19/2018	3/16/2018	RD	1564610	DAWN DAVIS	151,000.00
3/19/2018	3/16/2018	RD	1564609	DAWN DAVIS	20,000.00
3/19/2018	3/21/2018	RDA	1564839	DAWN DAVIS	-20,000.00
3/20/2018	3/21/2018	RDX	1564840	DAWN DAVIS	20,000.00
3/20/2018	3/20/2018	RW	1564719	DAWN DAVIS	-100,000.00
3/22/2018	3/22/2018	RW	1564885	DAWN DAVIS	-500,000.00

Account Summary

Total Deposit:	171,000.00	Beginning Balance:	52,859,179.62
Total Withdrawal:	-760,000.00	Ending Balance:	52,270,179.62

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: IV-1

Subject: Approval of the License Agreement with the Truckee River Watershed Council and Indemnification Agreement with the Truckee River Watershed Council contractor for weed eradication activities.

Background: Truckee River Watershed Council (TRWC) regularly performs eradication of non-native evasive weeds on various parcels, some of which are Agency owned. T-TSA has previously entered into agreements with TRWC to allow access to perform eradication activities.

T-TSA has previously entered into indemnification agreements with contractors hired by TRWC prior to performing the eradication activities which places additional terms and conditions on the contractors.

Attached are the staff report, license agreement and indemnification agreement for consideration of approval.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: Approve the License Agreement with the Truckee River Watershed Council and Indemnification Agreement with the Truckee River Watershed Council contractor for weed eradication activities.



T-TSA Memo

Date: April 6, 2018
To: LaRue Griffin, General Manager
From: Jay Parker, Engineering Manager
RE: Truckee River Watershed Council – Eradication of Non-Native Invasive Species

The Truckee River Watershed Council (TRWC) would like to continue its regular practice of eradicating non-native invasive weeds on various parcels throughout the Town of Truckee, including land owned by T-TSA. TRWC would like to enter T-TSA's property and remove or chemically treat these weeds, which often include spotted knapweed, musk thistle, bull thistle, yellow starthistle, perennial pepperweed, and teasel.

As has been done in past years, some weed eradication activities will involve the application of pesticides. The TRWC will be using contractors registered with Nevada County and licensed in the State of California for the application of legally appropriate pesticides for these plant species.

It is recommended that the Board authorize the General Manager to execute the License Agreement with TRWC and to subsequently execute the Indemnification Agreement once the TRWC has selected a contractor.

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made this ___ day of _____, 2018, in Truckee, California, by and between the Truckee River Watershed Council (hereinafter “TRWC”), and the Tahoe-Truckee Sanitation Agency (hereinafter “T-TSA”), with reference to the following facts:

1. TRWC desires to enter T-TSA’s property using the T-TSA emergency storage ponds access roads, the TRI easement road and portions of the Truckee River Legacy Trail to assess non-native and native plants, remove (by hand or with shovels) or chemically treat non-native invasive plant species, and transport them from the site; and
2. T-TSA is willing to allow TRWC to enter T-TSA’s property on the following terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the promises herein contained, it is agreed by and between TRWC and T-TSA as follows:

1. License. T-TSA hereby grants a license to TRWC, its employees, agents, invitees, volunteers and contractors (collectively, the “Weed Warriors Entities”) to use certain portions of T-TSA’s property, as shown on Exhibit A attached hereto and incorporated herein by this reference, solely for conducting eradication activities, as defined in Section 18 below, to be conducted by a TRWC’s contractor during the period of May 15 and October 15, 2018 (“Contractor Eradication Activities”). For the areas shown in Exhibit A, Weed Warrior Entities shall only enter the areas after notifying the Town of Truckee and T-TSA and receiving their permission a minimum of 24 hours in advance of the entry. The Town of Truckee and/or T-TSA may deny Weed Warrior Entities access to any of the areas shown on Exhibit A at

any time and for any reason. TRWC accepts the condition of such portion of T-TSA's property "AS IS," and accepts all risk respecting the condition of such T-TSA property. T-TSA makes no representations or warranties, implied or express, concerning the condition of T-TSA's property or its fitness for the use intended by TRWC.

2. Repair and Clean-Up of Property. TRWC shall clean-up and repair any damage to T-TSA's property arising out of Contractor Eradication Activities and associated work, or in the exercise of any of its rights conferred by this Agreement. By October 15, 2018, TRWC shall clean-up any litter and other debris on T-TSA property, T-TSA's emergency storage pond access roads, the TRI easement road and portions of the Truckee River Legacy Trail, arising out of or resulting from Contractor Eradication Activities and associated work. If the clean-up does not occur timely, T-TSA may perform the clean-up and bill TRWC for the costs thereof. If any damage is not repaired within five (5) days after its occurrence, T-TSA may repair the damage and bill TRWC for the costs thereof. TRWC shall pay each bill within thirty (30) days after its date. Interest at the rate of 10% per annum shall accrue on any late payment.
3. Term. This Agreement shall become effective on the date first above written and shall remain in effect until all of TRWC's obligations hereunder are completed, but not to exceed October 15, 2018, unless extended in writing by Agency.
4. Permits and Compliance with Laws. TRWC, at its sole cost, shall be responsible for obtaining any and all governmental permits, approvals, consents, licenses and other authorizations that may be necessary to conduct Contractor Eradication

Activities and associated work, including the use of T-TSA's property, T-TSA's emergency pond access roads, the TRI easement road and portions of the Truckee River Legacy Trail. TRWC further warrants and represents that TRWC and its contractor shall conduct Contractor Eradication Activities and associated work in compliance with all applicable laws, including, but not limited to, statutes, ordinances, codes, and rules and regulations of any governmental body having jurisdiction over Contractor Eradication Activities and associated work.

5. No Claim. TRWC and the TRWC Entities, and each of them, shall not suffer, permit or cause any mechanics', materialmen's or other similar liens or claims of lien to be filed against T-TSA or any portion of T-TSA property, T-TSA's emergency storage pond access roads, the TRI easement road or the Truckee River Legacy Trail, arising out of Contractor Eradication Activities or associated work, or any work performed hereunder. In the event any such lien is recorded or filed, TRWC shall immediately undertake all steps necessary to remove such liens and shall defend, protect, indemnify and hold T-TSA harmless from and against any such lien or related claim.
6. Indemnity. TRWC recognizes and hereby agrees that T-TSA and its directors, officers, agents and employees shall not be liable for any injury or death to any person or damage to any property arising out of or related to the (a) condition of T-TSA's property, T-TSA's emergency storage pond access roads, the TRI easement road or the Truckee River Legacy Trail, or (b) the performance or activities of TRWC or any of the TRWC Entities pursuant to this Agreement. TRWC shall indemnify, protect, defend and hold harmless T-TSA and its directors, officers,

agents, employees, visitors and contractors from and against any and all liabilities, claims (by third parties or otherwise), demands, suits, administrative proceedings, damages, losses, judgments, awards, penalties, fines, attorneys' fees and expenses, expert witness fees and/or costs of any kind, whether actual, alleged or threatened, attributable to, arising from, or related to: (a) any breach of any of the covenants or obligations under this Agreement by TRWC or any of the TRWC Entities ; (b) the condition of T-TSA's property, T-TSA's emergency storage pond access roads, the TRI easement road or the Truckee River Legacy Trail; or (c) negligent acts, errors or omissions, or willful misconduct by TRWC or any of the TRWC Entities arising from or related to the Contractor Eradication Activities or associated work (hereinafter collectively referred to as "Claims" or "Claim"), except to the extent the sole negligence, active negligence or willfull misconduct of an indemnified party proximately causes the Claim.

Neither expiration of the term or termination of this Agreement nor completion of the acts to be performed under this Agreement shall release TRWC from its obligations to indemnify, as to any Claims, so long as the event upon which such Claim is predicated shall have occurred prior to the effective date of any such expiration or termination or completion and arose out of or was in any way connected with the performance, operations or activities under this Agreement by TRWC, its employees, agents or independent contractors, or the employee, agent or independent contractor of any one of them, or any of the TRWC Entities. The provisions of this Section 6 shall survive any expiration of the term or termination of

this Agreement and shall remain in effect until TRWC's obligations under this section have been fulfilled.

Submission of insurance certificates or submission of proof of compliance with the insurance requirements in this Agreement does not relieve TRWC from liability under this Section 6. The obligations of this Section 6 shall apply whether or not such insurance policies shall have been determined to be applicable to any of the Claims.

In any and all claims against T-TSA, or its directors, officers, employees or agents, by any employee of TRWC, any independent contractor of TRWC, anyone directly or indirectly employed by any of them or anyone for whose acts any of any of them may be liable, the indemnification obligation under this Section 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for TRWC or any independent contractor of TRWC under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

TRWC shall require its contractor that will be performing the Contractor Eradication Activities to enter into an indemnification and hold harmless agreement with T-TSA containing provisions comparable to the above before the contractor commences such activities.

7. Contractors/Subcontractors. No contractual, legal or other relationship shall be created between T-TSA and any contractor, subcontractor or other agent engaged by TRWC. This Agreement shall not create any obligation on the part of T-TSA to pay

or to see that the payment of any sum is made to any contractor, subcontractor or other agent engaged by TRWC.

8. Insurance. TRWC and its contractor, and each of them, shall, at their sole cost and expense, maintain the following policies of insurance covering their activities and associated work pursuant to this Agreement: (a) Commercial General Liability, and Business or Comprehensive Automobile Liability Insurance, each policy having a combined single limit of no less than \$1,000,000, insuring against all liability, claims, damages, costs, demands or losses arising out of their activities and associated work; and (b) Workers' Compensation Insurance as required under the Workers' Compensation Insurance Laws of California. TRWC's insurance shall cover TRWC and each of the TRWC Entities. T-TSA, its officers, directors, agents and employees shall be named as additional insureds under the Commercial General Liability, and Business or Comprehensive Automobile Liability Insurance policies. Each policy shall not contain any special limitations on the scope of protection afforded to T-TSA, its directors, officers, agents and employees. TRWC's and its contractor's insurance coverage shall be primary and shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. T-TSA's insurance, if any, shall be excess and shall not contribute with TRWC's or its contractor's insurance. TRWC and its contractor shall provide proofs of such insurance to T-TSA on or before May 15, 2018. TRWC and its contractor shall provide T-TSA with 30 days' written notice of any material change, reduction of coverage or cancellation of the insurance policies. The requirements as to the types, limits and T-TSA's approval of insurance coverage to

be maintained by TRWC and its contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by TRWC under this Agreement.

9. Notices. Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered or (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date of the delivery of such notice or (iii) if delivered by courier or express mail service, telegram or mail gram where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery.

To T-TSA:

Tahoe-Truckee Sanitation Agency
Attn: General Manager
13720 Butterfield Drive
Truckee, CA 96161

To TRWC:

Matt Freitas
Truckee River Watershed Council
P. O. Box 8568
Truckee, CA 96162

Pursuant to the notice provision outlined in this section, the parties may designate a different address for receiving notices under this Agreement.

10. Assignment. TRWC shall not assign this Agreement or any rights or obligations hereunder to any entity or person without T-TSA's prior written consent, which consent shall not be unreasonably withheld. Any assignment of this Agreement or

any rights or obligations hereunder by TRWC without the prior written consent of T-TSA shall render this Agreement null, void and of no effect.

11. Integration and Construction of Agreement.

a. Integration. This Agreement sets forth the complete and final understanding of the parties with regard to the subject matter hereof and supersedes any and all prior communications, representations, negotiations, understandings and agreements, whether written or oral, concerning said subject matter.

b. Construction. The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either of the parties, as each party has participated in the drafting and review of this Agreement, and has had an opportunity to consult its legal counsel in connection with this Agreement.

12. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California.

13. No Waiver. No delay on the part of any party in exercising any right or remedy under this Agreement or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy.

14. Modifications and Amendments. This Agreement may be modified, amended or changed only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

16. Authorization. The parties warrant and represent that the individuals executing this Agreement have been authorized to do so by the party for whom they sign.

17. Attorneys' Fees. In any action or proceeding arising from or relating to this Agreement commenced by a party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other costs, interest and damages permitted by law.
18. Eradication Activities. For purposes of this Agreement, the term "eradication activities" shall mean the hand removal or chemical treatment of non-native invasive species including but not limited to spotted knapweed, musk thistle, bull thistle, yellow starthistle, perennial pepperweed, and teasel. In the case of chemical control, only a qualified contractor with a pesticide application license for California, and registered with Nevada County, will treat with the legally appropriate herbicide.

IN WITNESS WHEREOF, TRWC and T-TSA have caused this Agreement to be executed by their duly authorized officers as follows:

TAHOE-TRUCKEE SANITATION AGENCY

LaRue Griffin
Name

General Manager
Title

TRUCKEE RIVER WATERSHED COUNCIL

Lisa Wallace

Lisa Wallace
Name

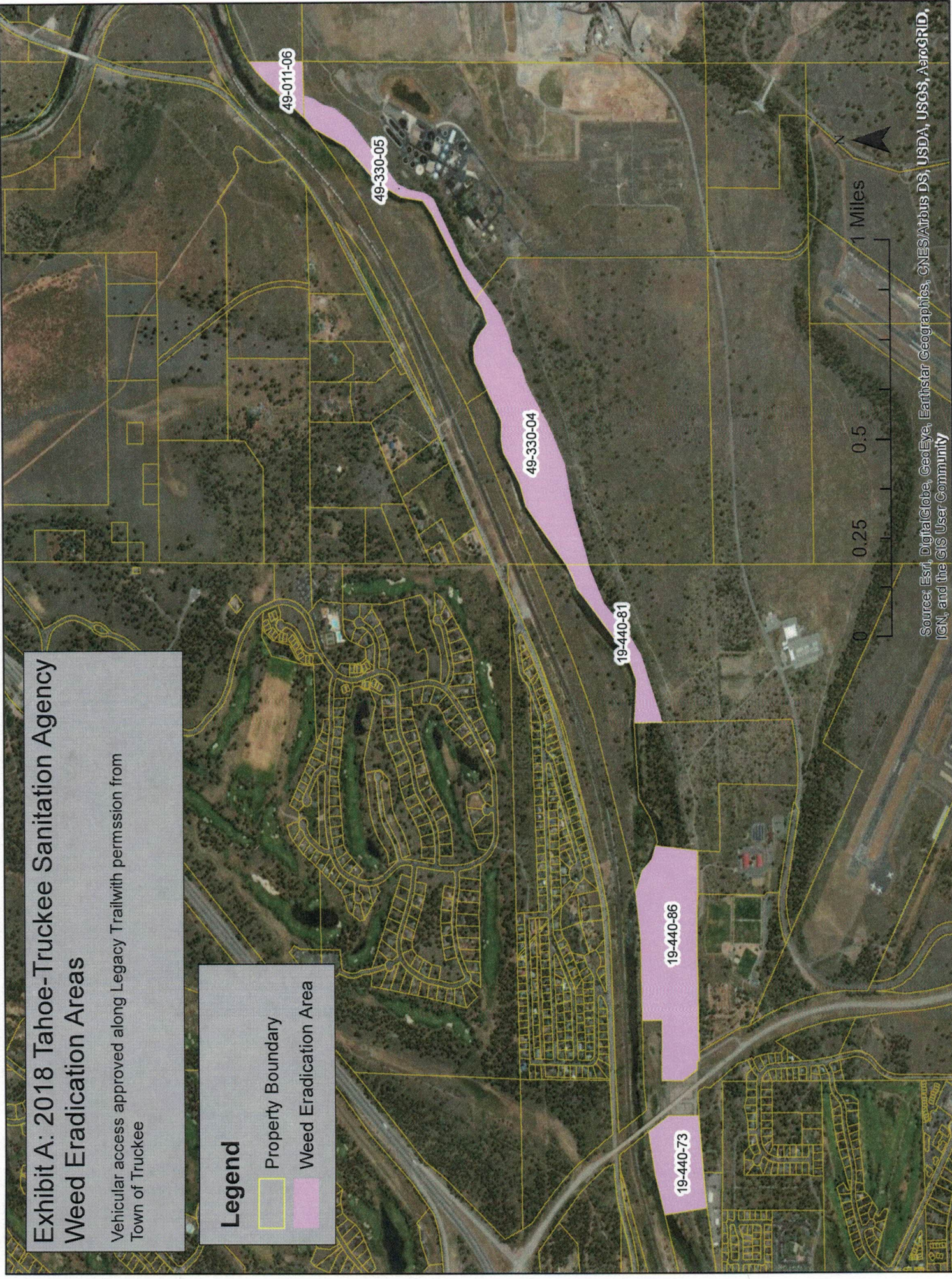
Executive Director
Title

Exhibit A: 2018 Tahoe-Truckee Sanitation Agency Weed Eradication Areas

Vehicular access approved along Legacy Trail with permission from Town of Truckee

Legend

- Property Boundary
- Weed Eradication Area



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

INDEMNIFICATION AGREEMENT

This Indemnification and Hold Harmless Agreement (“Agreement”) is made this ___ day of _____, 2018, in Truckee, California, by and between the Tahoe-Truckee Sanitation Agency (hereinafter “T-TSA”) and _____ (hereinafter “Contractor”), with reference to the following facts:

- (A) T-TSA and the Truckee River Watershed Council (hereinafter “TRWC”) have entered into that certain license agreement dated _____, 2018 (“License Agreement”) to allow TRWC’s employees, agents, invitees, volunteers, and contractors access to T-TSA property in order to conduct weed eradication activities;
- (B) The License Agreement also allows TRWC to hire Contractor to perform additional professional weed eradication services during the period of May 15 and October 15, 2018 (“Contractor Eradication Activities,” as that term is defined in Sections 1 and 18 of the License Agreement) for the removal of non-native invasive plant species; and
- (C) T-TSA is willing to provide Contractor with access to T-TSA’s property for the performance of such Contractor Eradication Activities under the License Agreement subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the promises herein contained, T-TSA and Contractor agree as follows:

1. Term. This Agreement shall become effective on the date first written above and shall remain in effect until all of Contractor’s obligations hereunder are completed, but not to exceed October 15, 2018, unless extended in writing by Agency.
2. Contractor Access to T-TSA Property. Contractor shall have access to T-TSA property consistent with the terms and conditions of the License Agreement in order to conduct and carry out the Contractor Eradication Activities.
3. Indemnification. Contractor agrees that T-TSA and its directors, officers, agents and employees shall not be liable for any injury or death to any person or damage to any property arising out of or related to the (a) condition of T-TSA’s property, T-TSA’s emergency storage pond access roads, the TRI easement road or the Truckee River Legacy Trail, or (b) the performance of Contractor Eradication Activities by Contractor and its officers, agents and employees pursuant to the License Agreement. Contractor shall indemnify, protect, defend and hold harmless T-TSA and its directors, officers, agents, employees, visitors and contractors from and against any and all liabilities, claims (by third parties or otherwise), demands, suits, administrative proceedings, damages, losses, judgments, awards, penalties, fines, attorneys’ fees and expenses, expert witness fees and/or costs of any kind, whether actual, alleged or threatened, attributable to, arising from, or related to: (a) any breach of any of the covenants or obligations under this Agreement by Contractor or its officers, agents or employees; (b) the condition of T-TSA’s property, T-TSA’s emergency storage pond access roads, the TRI easement road or the Truckee River Legacy Trail; or (c) negligent acts, errors or omissions, or willful misconduct by

Contractor, its officers, agents or employees arising from or related to Contractor Eradication Activities or associated work (hereinafter collectively referred to as “Claims” or “Claim”), except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the Claim.

Neither expiration of the term or termination of this Agreement or the License Agreement nor completion of Contractor Eradication Activities shall release Contractor from its obligations under this Section 3, as to any Claims, so long as the event upon which such Claim is predicated shall have occurred prior to the effective date of any such expiration or termination or completion and arose out of or was in any way connected with the performance, operations or activities under this Agreement or pursuant to the License Agreement by Contractor, its officers, agents or employees. The provisions of this Section 3 shall survive any expiration of the term or termination of this Agreement or the License Agreement and shall remain in effect until Contractor’s obligations under this section have been fulfilled.

Submission of insurance certificates or submission of proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this Section 3. The obligations of this Section 3 shall apply whether or not such insurance policies shall have been determined to be applicable to any of the Claims.

In any and all claims against T-TSA, or its directors, officers, employees or agents, by any employee of Contractor, any independent contractor of Contractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this Section 3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any independent contractor of Contractor under Workers’ Compensation acts, disability benefit acts or other employee benefit acts.

4. Insurance. Contractor shall, at its sole cost and expense, maintain the following policies of insurance covering its Contractor Eradication Activities and associated work pursuant to this Agreement and the License Agreement: (a) Commercial General Liability, and Business or Comprehensive Automobile Liability Insurance, each policy having a combined single limit of no less than \$1,000,000, insuring against all liability, claims, damages, costs, demands or losses arising out of its activities and associated work; and (b) Workers’ Compensation Insurance as required under the Workers’ Compensation Insurance Laws of California. Contractor’s insurance shall cover Contractor, its officers, agents and employees. T-TSA, its officers, directors, agents and employees shall be named as additional insureds under the Commercial General Liability, and Business or Comprehensive Automobile Liability Insurance policies. Each policy shall not contain any special limitation on the scope of protection afforded to T-TSA, its directors, officers, agents and employees. Contractor’s insurance coverage shall be primary and shall apply separately to each insured against whom a Claim is made or suit is brought, except with respect to the limits of the insurer’s liability. T-TSA’s insurance, if any, shall be excess and shall not contribute with Contractor’s insurance. Contractor shall provide proofs of such insurance to T-TSA prior to commencing any Contractor Eradication Activities. Contractor shall provide T-TSA with thirty (30) days’ written notice of any material change, reduction of coverage or cancellation of the insurance policies. The requirements as to the types,

limits and T-TSA's approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

5. Repair and Clean-Up of Property. Contractor promptly shall clean up and repair any damage to T-TSA's property arising out of Contractor Eradication Activities and associated work, or in the exercise of any of its rights conferred by this Agreement. By October 15, 2018, Contractor shall clean up any litter and other debris on T-TSA property, T-TSA's emergency storage pond access roads, the TRI easement road and portions of the Truckee River Legacy Trail, arising out of or resulting from Contractor Eradication Activities and associated work. If the clean-up does not occur in a timely manner, T-TSA may perform the clean-up work and bill Contractor for the costs thereof. If any damage to T-TSA's property is not repaired within five (5) days after its occurrence, T-TSA may repair the damage and bill Contractor for the costs thereof. Contractor shall pay each bill within thirty (30) days after its date. Interest at the rate of 10% per annum shall accrue on any late payment.

6. Permits and Compliance with Laws. Contractor, at its sole cost, shall be responsible for obtaining any and all governmental permits, approvals, consents, licenses and other authorizations that may be necessary to conduct Contractor Eradication Activities and associated work, including the use of T-TSA's property, T-TSA's emergency pond access roads, the TRI easement road and portions of the Truckee River Legacy Trail. Contractor further warrants and represents that Contractor shall conduct Contractor Eradication Activities and associated work in compliance with all applicable laws, including, but not limited to, statutes, ordinances, codes and rules and regulations of any governmental body having jurisdiction over Contractor Eradication Activities and associated work.

7. Assignment. Contractor shall not assign this Agreement or any rights or obligations hereunder to any entity or person without T-TSA's prior written consent, which consent shall not be unreasonably withheld. Any assignment of this Agreement or any rights or obligations hereunder by Contractor without the prior written consent of T-TSA shall render this Agreement null, void and of no effect.

8. Integration of Agreement. This Agreement sets forth the complete and final understanding of the parties with regard to the subject matter hereof and supersedes any and all prior communications, representations, negotiations, understandings and agreements, whether written or oral, concerning said subject matter.

9. Construction of Agreement. The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either of the parties, as each party has participated in the drafting and review of this Agreement, and has had an opportunity to consult its legal counsel in connection with this Agreement.

10. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California.

11. No Waiver. No delay on the part of any party in exercising any right or remedy under this Agreement or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy.

12. Modifications and Amendments. This Agreement may be modified, amended, or changed only by a written agreement signed by both parties.

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

14. Authorization. The parties warrant and represent that the individuals executing this Agreement have been authorized to do so by the party for whom they sign.

15. Attorneys' Fees. In any action or proceeding arising from or relating to this Agreement commenced by a party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other costs, interest and damages permitted by law.

16. Notices. Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered or (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date of the delivery of such notice or (iii) if delivered by courier or express mail service, telegram or mail gram where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery.

To T-TSA:

Tahoe-Truckee Sanitation Agency
Attn: General Manager
13720 Butterfield Drive
Truckee, CA 96161

To Contractor:

IN WITNESS WHEREOF, T-TSA and Contractor have caused this Agreement to be executed by their duly authorized officers as follows:

TAHOE-TRUCKEE SANITATION AGENCY

CONTRACTOR

LaRue Griffin
General Manager

[Name]
[Title]

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: IV-2

Subject: Approval of the Indemnification Agreement with the Truckee River Watershed Council contractor to maintain and monitor construction improvements associated with the Truckee Meadows Restoration project.

Background: T-TSA and the Truckee River Watershed Council (TRWC) entered into a license agreement on December 28, 2017 to allow TRWC access to T-TSA properties to maintain and monitor construction improvements associated with the Truckee Meadows Restoration project between January 1, 2018 and December 31, 2019. The TRWC are in the process of obtaining a contractor to perform the maintenance and monitoring work.

T-TSA historically enters into indemnification agreements with contractors hired by TRWC prior to performing work which places additional terms and conditions on the contractor.

Attached are the staff report, indemnification agreement and executed copy of the license agreement for consideration of approval.

Fiscal Impact: None.

Previous Board Action: The Board approved the license agreement with the TWRC for the maintenance and monitoring of construction improvements associated with the Truckee Meadows Restoration project at the December 13, 2017 Board meeting.

Recommendation: Approve the Indemnification Agreement with the Truckee River Watershed Council contractor to maintain and monitor construction improvements associated with the Truckee Meadows Restoration project.



T-TSA Memo

Date: April 6, 2018
To: LaRue Griffin, General Manager
From: Jay Parker, Engineering Manager
RE: Truckee River Watershed Council – Truckee Meadows Restoration Project

The Truckee River Watershed Council (TRWC) would like to continue the monitoring and maintaining of the improvements constructed as part of the 2017 Truckee Meadows Restoration Project. The TRWC's contractor had been working under a T-TSA Indemnification Agreement (Agreement) that expired at the end of last year. TRWC is interested in renewing and executing this Agreement.

It is recommended that the Board authorize the General Manager to execute the Agreement with TRWC's contractor.

INDEMNIFICATION AGREEMENT

This Indemnification and Hold Harmless Agreement (“Agreement”) is made this ___ day of _____, 2018, in Truckee, California, by and between the Tahoe-Truckee Sanitation Agency (hereinafter “T-TSA”) and _____ (hereinafter “Contractor”), with reference to the following facts:

- (A) T-TSA and the Truckee River Watershed Council (hereinafter “TRWC”) have entered into that certain license agreement dated December 28, 2017 (“License Agreement”) to allow TRWC contractors access to T-TSA property in order to maintain and monitor construction improvements in the Truckee River Floodplain Drainage area as part of the Truckee Meadows Restoration Project (“TMRP”);
- (B) The License Agreement also allows TRWC to hire a Contractor to maintain and monitor construction improvements associated with the TMRP randomly between January 1, 2018 and December 31, 2019 (“TMRP Activities,” as that term is defined in Sections 1 and 18 of the License Agreement); and
- (C) T-TSA is willing to provide Contractor with access T-TSA’s property for the performance of such TMRP Activities under the License Agreement subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the promises herein contained, T-TSA and Contractor agree as follows:

1. Term. This Agreement shall become effective on the date first written above and shall remain in effect until all of Contractor’s obligations hereunder are completed, but not to exceed December 31, 2019, unless extended in writing by Agency.
2. Contractor Access to T-TSA Property. Contractor shall have access to T-TSA property consistent with the terms and conditions of the License Agreement in order to conduct and carry out the TMRP Activities.
3. Indemnification. Contractor agrees that T-TSA and its directors, officers, agents and employees shall not be liable for any injury or death to any person or damage to any property arising out of or related to the (a) condition of T-TSA’s property, access roads, or the Truckee River Legacy Trail, or (b) the performance of TMRP Activities by Contractor and its officers, agents and employees pursuant to the License Agreement. Contractor shall indemnify, protect, defend and hold harmless T-TSA and its directors, officers, agents, employees, visitors and contractors from and against any and all liabilities, claims (by third parties or otherwise), demands, suits, administrative proceedings, damages, losses, judgments, awards, penalties, fines, attorneys’ fees and expenses, expert witness fees and/or costs of any kind, whether actual, alleged or threatened, attributable to, arising from, or related to: (a) any breach of any of the covenants or obligations under this Agreement by Contractor or its officers, agents or employees; (b) the condition of T-TSA’s property, access roads, or the Truckee River Legacy Trail; or (c) negligent acts, errors or omissions, or willful misconduct by Contractor, its officers, agents or

employees arising from or related to TMRP Activities or associated work (hereinafter collectively referred to as “Claims” or “Claim”), except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the Claim.

Neither expiration of the term or termination of this Agreement or the License Agreement nor completion of TMRP Activities shall release Contractor from its obligations under this Section 3, as to any Claims, so long as the event upon which such Claim is predicated shall have occurred prior to the effective date of any such expiration or termination or completion and arose out of or was in any way connected with the performance, operations or activities under this Agreement or pursuant to the License Agreement by Contractor, its officers, agents or employees. The provisions of this Section 3 shall survive any expiration of the term or termination of this Agreement or the License Agreement and shall remain in effect until Contractor’s obligations under this section have been fulfilled.

Submission of insurance certificates or submission of proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this Section 3. The obligations of this Section 3 shall apply whether or not such insurance policies shall have been determined to be applicable to any of the Claims.

In any and all claims against T-TSA, or its directors, officers, employees or agents, by any employee of Contractor, any independent contractor of Contractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this Section 3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any independent contractor of Contractor under Workers’ Compensation acts, disability benefit acts or other employee benefit acts.

4. Insurance. Contractor shall, at its sole cost and expense, maintain the following policies of insurance covering its TMRP Activities and associated work pursuant to this Agreement and the License Agreement: (a) Commercial General Liability, and Business or Comprehensive Automobile Liability Insurance, each policy having a combined single limit of no less than \$1,000,000, insuring against all liability, claims, damages, costs, demands or losses arising out of its activities and associated work; and (b) Workers’ Compensation Insurance as required under the Workers’ Compensation Insurance Laws of California. Contractor’s insurance shall cover Contractor, its officers, agents and employees. T-TSA, its officers, directors, agents and employees shall be named as additional insureds under the Commercial General Liability, and Business or Comprehensive Automobile Liability Insurance policies. Each policy shall not contain any special limitation on the scope of protection afforded to T-TSA, its directors, officers, agents and employees. Contractor’s insurance coverage shall be primary and shall apply separately to each insured against whom a Claim is made or suit is brought, except with respect to the limits of the insurer’s liability. T-TSA’s insurance, if any, shall be excess and shall not contribute with Contractor’s insurance. Contractor shall provide proofs of such insurance to T-TSA prior to commencing any TMRP Activities. Contractor shall provide T-TSA with thirty (30) days’ written notice of any material change, reduction of coverage or cancellation of the insurance policies. The requirements as to the types, limits and T-TSA’s approval of insurance

coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

5. Repair and Clean-Up of Property. Contractor promptly shall clean up and repair any damage to T-TSA's property arising out of TMRP Activities and associated work, or in the exercise of any of its rights conferred by this Agreement. Between January 1, 2018 and December 31, 2019, Contractor shall promptly clean up any litter and other debris on T-TSA property, access roads, and portions of the Truckee River Legacy Trail, arising out of or resulting from TMRP Activities and associated work. If the clean-up does not occur in a timely manner, T-TSA may perform the clean-up work and bill Contractor for the costs thereof. If any damage to T-TSA's property is not repaired within five (5) days after its occurrence, T-TSA may repair the damage and bill Contractor for the costs thereof. Contractor shall pay each bill within thirty (30) days after its date. Interest at the rate of 10% per annum shall accrue on any late payment.

6. Permits and Compliance with Laws. Contractor, at its sole cost, shall be responsible for obtaining any and all governmental permits, approvals, consents, licenses and other authorizations that may be necessary to conduct TMRP Activities and associated work, including the use of T-TSA's property, access roads, and portions of the Truckee River Legacy Trail. Contractor further warrants and represents that Contractor shall conduct TMRP Activities and associated work in compliance with all applicable laws, including, but not limited to, statutes, ordinances, codes and rules and regulations of any governmental body having jurisdiction over TMRP Activities and associated work.

7. Assignment. Contractor shall not assign this Agreement or any rights or obligations hereunder to any entity or person without T-TSA's prior written consent, which consent shall not be unreasonably withheld. Any assignment of this Agreement or any rights or obligations hereunder by Contractor without the prior written consent of T-TSA shall render this Agreement null, void and of no effect.

8. Integration of Agreement. This Agreement sets forth the complete and final understanding of the parties with regard to the subject matter hereof and supersedes any and all prior communications, representations, negotiations, understandings and agreements, whether written or oral, concerning said subject matter.

9. Construction of Agreement. The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either of the parties, as each party has participated in the drafting and review of this Agreement, and has had an opportunity to consult its legal counsel in connection with this Agreement.

10. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California.

11. No Waiver. No delay on the part of any party in exercising any right or remedy under this Agreement or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy.

12. Modifications and Amendments. This Agreement may be modified, amended, or changed only by a written agreement signed by both parties.

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

14. Authorization. The parties warrant and represent that the individuals executing this Agreement have been authorized to do so by the party for whom they sign.

15. Attorneys' Fees. In any action or proceeding arising from or relating to this Agreement commenced by a party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other costs, interest and damages permitted by law.

16. Notices. Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered or (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date of the delivery of such notice or (iii) if delivered by courier or express mail service, telegram or mail gram where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery.

To T-TSA:

Tahoe-Truckee Sanitation Agency
Attn: General Manager
13720 Butterfield Drive
Truckee, CA 96161

To Contractor:

IN WITNESS WHEREOF, T-TSA and Contractor have caused this Agreement to be executed by their duly authorized officers as follows:

TAHOE-TRUCKEE SANITATION AGENCY

CONTRACTOR

LaRue Griffin
General Manager

[Name]
[Title]

LICENSE AGREEMENT

This License Agreement ("Agreement") is made this 28 day of DEC., 2017, in Truckee, California, by and between the Truckee River Watershed Council (hereinafter "TRWC"), and the Tahoe-Truckee Sanitation Agency (hereinafter "T-TSA"), with reference to the following facts:

1. TRWC has constructed improvements on T-TSA's property as part of the Truckee Meadows Restoration Project (TMRP); and
2. TRWC desires to enter T-TSA's property using portions of the Truckee River Legacy Trail to access these improvements for maintenance and monitoring in the Truckee River Floodplain Drainage area of the TMRP as shown in Exhibit A; and
3. T-TSA is willing to allow TRWC to enter T-TSA's property for maintaining and monitoring the improvements on the following terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the promises herein contained, it is agreed by and between TRWC and T-TSA as follows:

1. License. T-TSA hereby grants a license to TRWC, its employees, agents, invitees, volunteers and contractors (collectively, the "TMRP Entities") to use certain portions of T-TSA's property, as shown on Exhibit A attached hereto and incorporated herein by this reference, solely for the purposes of maintaining and monitoring the improvements randomly between January 1, 2018 and December 31, 2019 ("TMRP Activities") as defined in Section 18 below. For the areas shown in Exhibit A, TMRP Entities shall only enter the areas after notifying the Town of Truckee and T-TSA and receiving their permission a minimum of 24 hours in advance of entry. The Town of Truckee and/or T-TSA may deny TMRP Entities access to any of the areas shown on Exhibit A at any time and for any reason. TRWC accepts the condition of

such portion of T-TSA's property "AS IS," and accepts all risk respecting the condition of such T-TSA property. T-TSA makes no representations or warranties, implied or express, concerning the condition of T-TSA's property or its fitness for the use intended by TRWC.

2. Repair and Clean-Up of Property. TRWC shall clean-up and repair any damage to T-TSA's property arising out of TMRP Activities and associated work, or in the exercise of any of its rights conferred by this Agreement. TRWC shall regularly clean-up any litter and other debris on T-TSA property, access roads, and portions of the Truckee River Legacy Trail, arising out of or resulting from TMRP Activities and associated work during the time spanning between January 1, 2018 and December 31, 2019. If the clean-up does not occur timely, T-TSA may perform the clean-up and bill TRWC for the costs thereof. If any damage is not repaired within five (5) days after its occurrence, T-TSA may repair the damage and bill TRWC for the costs thereof. TRWC shall pay each bill within thirty (30) days after its date. Interest at the rate of 10% per annum shall accrue on any late payment.
3. Term. This Agreement shall become effective on the date first above written and shall remain in effect until all of TRWC's obligations hereunder are completed, but not to exceed December 31, 2019, unless extended in writing by Agency.
4. Permits and Compliance with Laws. TRWC, at its sole cost, shall be responsible for obtaining any and all governmental permits, approvals, consents, licenses and other authorizations that may be necessary to conduct TMRP Activities and associated work, including the use of T-TSA's property, T-TSA's access roads, and portions of the Truckee River Legacy Trail. TRWC further warrants and represents

that TRWC and its contractor shall conduct TMRP Activities and associated work in compliance with all applicable laws, including, but not limited to, statutes, ordinances, codes, and rules and regulations of any governmental body having jurisdiction over TMRP Activities and associated work.

5. No Claim. TRWC and the TRWC Entities, and each of them, shall not suffer, permit or cause any mechanics', materialmen's or other similar liens or claims of lien to be filed against T-TSA or any portion of T-TSA property, T-TSA's access roads, or the Truckee River Legacy Trail, arising out of TMRP Activities or associated work, or any work performed hereunder. In the event any such lien is recorded or filed, TRWC shall immediately undertake all steps necessary to remove such liens and shall defend, protect, indemnify and hold T-TSA harmless from and against any such lien or related claim.
6. Indemnity. TRWC recognizes and hereby agrees that T-TSA and its directors, officers, agents and employees shall not be liable for any injury or death to any person or damage to any property arising out of or related to the (a) condition of T-TSA's property, T-TSA's access roads, or the Truckee River Legacy Trail, or (b) the performance or activities of TRWC or any of the TRWC Entities pursuant to this Agreement. TRWC shall indemnify, protect, defend and hold harmless T-TSA and its directors, officers, agents, employees, visitors and contractors from and against any and all liabilities, claims (by third parties or otherwise), demands, suits, administrative proceedings, damages, losses, judgments, awards, penalties, fines, attorneys' fees and expenses, expert witness fees and/or costs of any kind, whether actual, alleged or threatened, attributable to, arising from, or related to: (a) any

breach of any of the covenants or obligations under this Agreement by TRWC or any of the TRWC Entities ; (b) the condition of T-TSA's property, T-TSA's access roads, or the Truckee River Legacy Trail; or (c) negligent acts, errors or omissions, or willful misconduct by TRWC or any of the TRWC Entities arising from or related to the TMRP Activities or associated work (hereinafter collectively referred to as "Claims" or "Claim"), except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the Claim.

Neither expiration of the term or termination of this Agreement nor completion of the acts to be performed under this Agreement shall release TRWC from its obligations to indemnify, as to any Claims, so long as the event upon which such Claim is predicated shall have occurred prior to the effective date of any such expiration or termination or completion and arose out of or was in any way connected with the performance, operations or activities under this Agreement by TRWC, its employees, agents or independent contractors, or the employee, agent or independent contractor of any one of them, or any of the TRWC Entities. The provisions of this Section 6 shall survive any expiration of the term or termination of this Agreement and shall remain in effect until TRWC's obligations under this section have been fulfilled.

Submission of insurance certificates or submission of proof of compliance with the insurance requirements in this Agreement does not relieve TRWC from liability under this Section 6. The obligations of this Section 6 shall apply whether or not such insurance policies shall have been determined to be applicable to any of the Claims.

In any and all claims against T-TSA, or its directors, officers, employees or agents, by any employee of TRWC, any independent contractor of TRWC, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for TRWC or any independent contractor of TRWC under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

TRWC shall require its contractors that will be performing the TMRP Activities to enter into an indemnification and hold harmless agreement with T-TSA containing provisions comparable to the above before the contractor commences such activities.

7. Contractors/Subcontractors. No contractual, legal or other relationship shall be created between T-TSA and any contractor, subcontractor or other agent engaged by TRWC. This Agreement shall not create any obligation on the part of T-TSA to pay or to see that the payment of any sum is made to any contractor, subcontractor or other agent engaged by TRWC.
8. Insurance. TRWC and its contractor, and each of them, shall, at their sole cost and expense, maintain the following policies of insurance covering their activities and associated work pursuant to this Agreement: (a) Commercial General Liability, and Business or Comprehensive Automobile Liability Insurance, each policy having a combined single limit of no less than \$1,000,000, insuring against all liability, claims, damages, costs, demands or losses arising out of their activities and associated work; and (b) Workers' Compensation Insurance as required under the Workers' Compensation Insurance Laws of California. TRWC's insurance shall

cover TRWC and each of the TRWC Entities. T-TSA, its officers, directors, agents and employees shall be named as additional insureds under the Commercial General Liability, and Business or Comprehensive Automobile Liability Insurance policies. Each policy shall not contain any special limitations on the scope of protection afforded to T-TSA, its directors, officers, agents and employees. TRWC's and its contractor's insurance coverage shall be primary and shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. T-TSA's insurance, if any, shall be excess and shall not contribute with TRWC's or its contractor's insurance. TRWC and its contractor shall provide proofs of such insurance to T-TSA before commencement of any TMRP Activities on T-TSA property. TRWC and its contractor shall provide T-TSA with 30 days' written notice of any material change, reduction of coverage or cancellation of the insurance policies. The requirements as to the types, limits and T-TSA's approval of insurance coverage to be maintained by TRWC and its contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by TRWC under this Agreement.

9. Notices. Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered or (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date of the delivery of such notice or (iii) if delivered by courier or express mail service, telegram or mail gram where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery.

To T-TSA:

Tahoe-Truckee Sanitation Agency
Attn: General Manager
13720 Butterfield Drive
Truckee, CA 96161

To TRWC:

Lisa Wallace
Truckee River Watershed Council
P.O. Box 8568
Truckee, CA 96162

Pursuant to the notice provision outlined in this section, the parties may designate a different address for receiving notices under this Agreement.

10. Assignment. TRWC shall not assign this Agreement or any rights or obligations hereunder to any entity or person without T-TSA's prior written consent, which consent shall not be unreasonably withheld. Any assignment of this Agreement or any rights or obligations hereunder by TRWC without the prior written consent of T-TSA shall render this Agreement null, void and of no effect.
11. Integration and Construction of Agreement.
 - a. Integration. This Agreement sets forth the complete and final understanding of the parties with regard to the subject matter hereof and supersedes any and all prior communications, representations, negotiations, understandings and agreements, whether written or oral, concerning said subject matter.
 - b. Construction. The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either of the parties, as each party has participated in the drafting and review of this

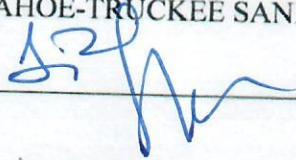
Agreement, and has had an opportunity to consult its legal counsel in connection with this Agreement.

12. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California.
13. No Waiver. No delay on the part of any party in exercising any right or remedy under this Agreement or failure to exercise the same shall operate as a waiver in whole or in part of any such right or remedy.
14. Modifications and Amendments. This Agreement may be modified, amended or changed only by a written agreement signed by both parties.
15. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.
16. Authorization. The parties warrant and represent that the individuals executing this Agreement have been authorized to do so by the party for whom they sign.
17. Attorneys' Fees. In any action or proceeding arising from or relating to this Agreement commenced by a party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other costs, interest and damages permitted by law.
18. "TMRP Activities". For purposes of this Agreement, the term "TMRP Activities" shall mean accessing the project site using the Legacy Trail and other portions of T-TSA's property; installing and maintaining best management practices to control sediment and other project-related pollutants from entering the Truckee River; conducting SWPPP and other inspections and surveys required by project permits; conducting weed control activities; conducting any replanting or re-seeding

activities; making modifications to installed log features to ensure stability and function; conducting post construction plant establishment and inspections to ensure project compliance with permits and performance standards.

IN WITNESS WHEREOF, TRWC and T-TSA have caused this Agreement to be executed by their duly authorized officers as follows:

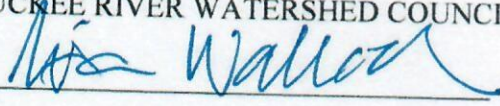
TAHOE-TRUCKEE SANITATION AGENCY



LaRue Griffin
Name

General Manager
Title

TRUCKEE RIVER WATERSHED COUNCIL



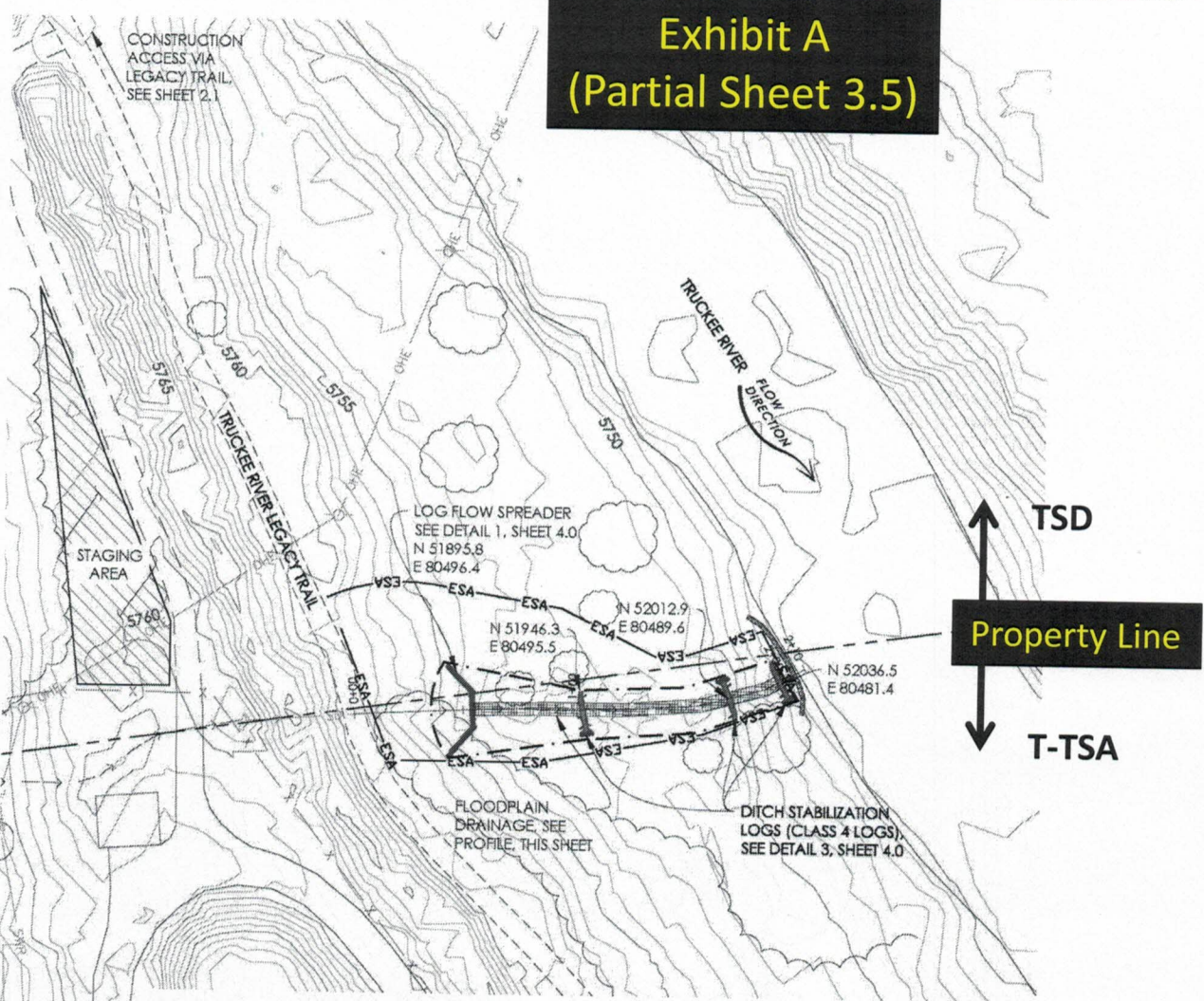
Lisa Wallace
Name

Executive Director
Title

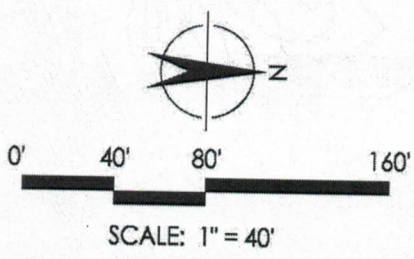
Exhibit A (Partial Sheet 3.5)

PREPARED FOR:

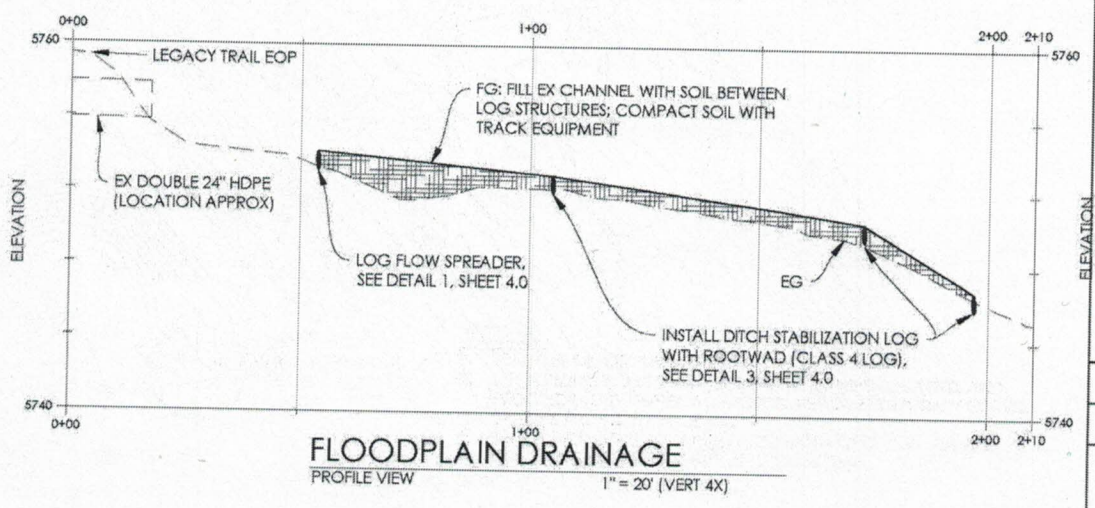
Balance Hydrologics, Inc.
 P.O. Box 1077
 12029 Donner Pass Road
 Incline Park (530) 950-9776
 www.balancehydro.com



DESIGNED BY	DATE	BY	SUBMITTALS / REVISIONS
D SHAW	3-11-15	DS	30% PLANS
P KULCHAWIK	11-25-15	PK	60% PLANS
E BALLMAN	5-13-16	PK	95% PLANS
P KULCHAWIK	4-26-17	PK	100% PLANS
IN CHARGE			
DATE	4-26-17		



- NOTES:
- SEE SHEET 5.5 FOR PLANTING PLAN
 - DITCH FILLING WORK SHALL BEGIN AT THE DOWNSTREAM END, AND PROCEED IN THE UPSTREAM DIRECTION. REMOVE TEMPORARY GRAVEL BAGS AS THE WORK PROCEEDS.
 - REFER TO SPECIFICATIONS FOR PEDESTRIAN AND CYCLIST TRAFFIC CONTROL REQUIREMENTS FOR THE LEGACY TRAIL.



TOT OLD CORP YARD RESTORATION PLAN

TRUCKEE MEADOWS RESTORATION

NEVADA COUNTY, CALIFORNIA
 TRUCKEE RIVER WATERSHED COUNCIL

PROJECT NUMBER 214128

SCALE 1" = 40'

SHEET **3.5**

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: IV-3

Subject: Approval to solicit bids for the BNR Influent Pump Station Variable Frequency Drive Upgrade project.

Background: The BNR influent pump station variable frequency drives (VFD) installed in 2007 have experienced failures and are no longer supported by the manufacturer. The project includes the replacement of 3VFDs.

Attached is the staff report for consideration of approval.

Fiscal Impact: Project cost estimate is up to \$100,000.

Previous Board Action: The project was included in the upgrade and rehabilitation budget approved at the June 14, 2017 Board meeting.

Recommendation: Approve to solicit bids for the BNR Influent Pump Station Variable Frequency Drive Upgrade project.



T-TSA Staff Report

Date: April 12, 2018
To: LaRue Griffin, General Manager
From: Richard Pallante, Maintenance Department Manager
RE: BNR Influent Pump Station Variable Frequency Drive Upgrade

BACKGROUND:

In 2007, T-TSA constructed and commissioned the Biological Nutrient Removal process (BNR) as an advanced treatment process to meet regulatory discharge requirements. This system is the cornerstone of the treatment process providing nitrification/denitrification which is essential to achieving regulatory compliance. One of the three key components of the BNR process are the influent feed pumps. The feed pumps feed secondary treated wastewater into the process at the desired flow rate which is controlled by variable frequency drives (VFDs). The VFDs accomplish this task by changing the voltage and frequency of the electricity being fed to the pump motors, this in turn increases or decreases pump speed to match the desired flow rate. This is a critical element for operational control of the process.

The VFDs installed in the BNR process at T-TSA were manufactured by Robicon. Robicon, at the time of design and construction, filed for bankruptcy and was subsequently acquired by Siemens Drive Technologies.

MATTER FOR CONSIDERATION:

VFDs, as with all electrical/electronic equipment, have a limited life expectancy. This life expectancy is typically driven by three factors; (1) severity of use, (2) technology and (3) repair obsolescence. In the case of the Robicon drives installed as part of the BNR process, we have reached the point of repair obsolescence. The drives are no longer supported by the current manufacture and therefore replacement parts are no longer being manufactured. Agency staff's ability to locate and procure replacement parts is no longer sustainable.

The scope of the project being submitted for consideration will be the procurement and startup of three new VFDs. Agency staff shall perform the installation.

STAFF RECOMMENDATION/REQUEST:

Due to the criticality of the BNR process feed pumps, the VFDs obsolescence and past failures, agency staff recommends replacement of all three Robicon drives. Agency staff seeks approval to proceed with a bid solicitation. The estimated project cost is up to \$100,000. The following is a tentative project time schedule:

04/27/2018 and 05/14/2018- Advertise
05/14/2018- Conduct Pre-Bid Walk
05/25/2018- Bid Opening
06/06/2018- Complete Bid Review and Recommendation
06/13/2018- Award Bid

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: IV-4

Subject: Discussion of employee handbook revision procedure.

Background: At the March 14, 2018 Board meeting, it was requested the discussion of the employee handbook revision be revisited at the April 18, 2018 special meeting as all Board of Directors were not in attendance at the February 14, 2018 meeting when the matter was initially discussed.

Attached is an updated staff report addressing the employee handbook revision.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: No action required.



T-TSA Staff Report

Date: April 11, 2018
To: LaRue Griffin, General Manager
From: Roshelle Chavez, Administrative Services Manager
RE: Employee Handbook Revision

At the March 14, 2018 Board meeting, Director Cox requested the discussion of the employee handbook revision be revisited at the April 18, 2018 special meeting. As background information, the Board of Directors had requested staff provide a procedure to update the employee handbook, a list of staff recommended items to be updated in the employee handbook, and an expected time period for such update at the February 14, 2018 meeting.

At the February 14, 2018 meeting, Directors Cox and Tresan were appointed to the Ad Hoc committee and comments were provided by the Board of Directors, which have been incorporated to the following requested information. It should be noted the following is a proposed guideline and is subject to change per the ad hoc committee or Board direction.

Procedure

1. Agency Board Ad Hoc committee is appointed and meets with HR Administrator/General Manager to discuss updates to the handbook
2. Agency submits a draft of an updated handbook to special labor law counsel
3. Labor law counsel reviews Agency submission and updates to include compliance with current laws & regulations
4. Ad Hoc committee reviews updated handbook
5. Ad Hoc committee presents updated handbook to the Board of Directors for review and comment
6. Ad Hoc committee and HR Administrator/General Manager solicits comments from staff
7. Labor law counsel performs final legal review of substantive changes made
8. Ad Hoc committee provides recommendation to the Board of Directors
9. Board of Directors adopts handbook

Staff Recommended Changes (i.e. Clarification, Addition or Updated)

1. Update references to current and expired positions
2. Update rules and regulations that apply to temporary employees
3. Update definition on employee status
4. Update leave benefits (holiday, floating, sick, vacation, time, accruals, etc.)
5. Update FMLA regulations
6. Update HRA benefit
7. Update reimbursement policy (certifications, training, travel, etc.)
8. Evaluate drug and alcohol policy

9. Update award incentive programs
10. Add physical testing requirements per position
11. Add a grievance policy for employees to pursue a grievance up to the Board of Directors
12. Add a complaint procedure for complaints of harassment and discrimination
13. Add a policy and procedure for recruitment (job announcements, applications, etc.)

Expected Time Frame

I expect the entire process to take approximately four to six months depending on the level and quantity of review/revisions and upon commencement with the fulfillment of the Human Resources Administrator position. I will be able to provide additional information or address questions at the Board meeting should they arise.

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: IV-5

Subject: Discussion of the Avery Hotel development.

Background: The Avery Hotel development was initiated years ago and the Agency worked with the developer to realign the TRI to facilitate the parcel development. The hotel project did not proceed at that time and there was no further progress. Recently, the Agency was approached by the developer to commence on a new hotel layout. Based on conversations with the developer and their engineer, they would like to proceed with realigning the TRI around their parcel.

At the March 14, 2018 Board meeting, staff was directed to provide a summary of costs occurred by the Agency when the Avery Hotel was first initiated.

Attached are the staff report with requested cost summary and a proposed TRI alignment from the original Avery Hotel project for discussion purposes. All other improvements (buildings, parking and roadway improvements) shown on the plan do not apply to the current development.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: No action required.



T-TSA Memo

Date: April 6, 2018
To: LaRue Griffin, General Manager
From: Jay Parker, Engineering Manager
RE: Avery Hotel I – Costs Incurred By Agency

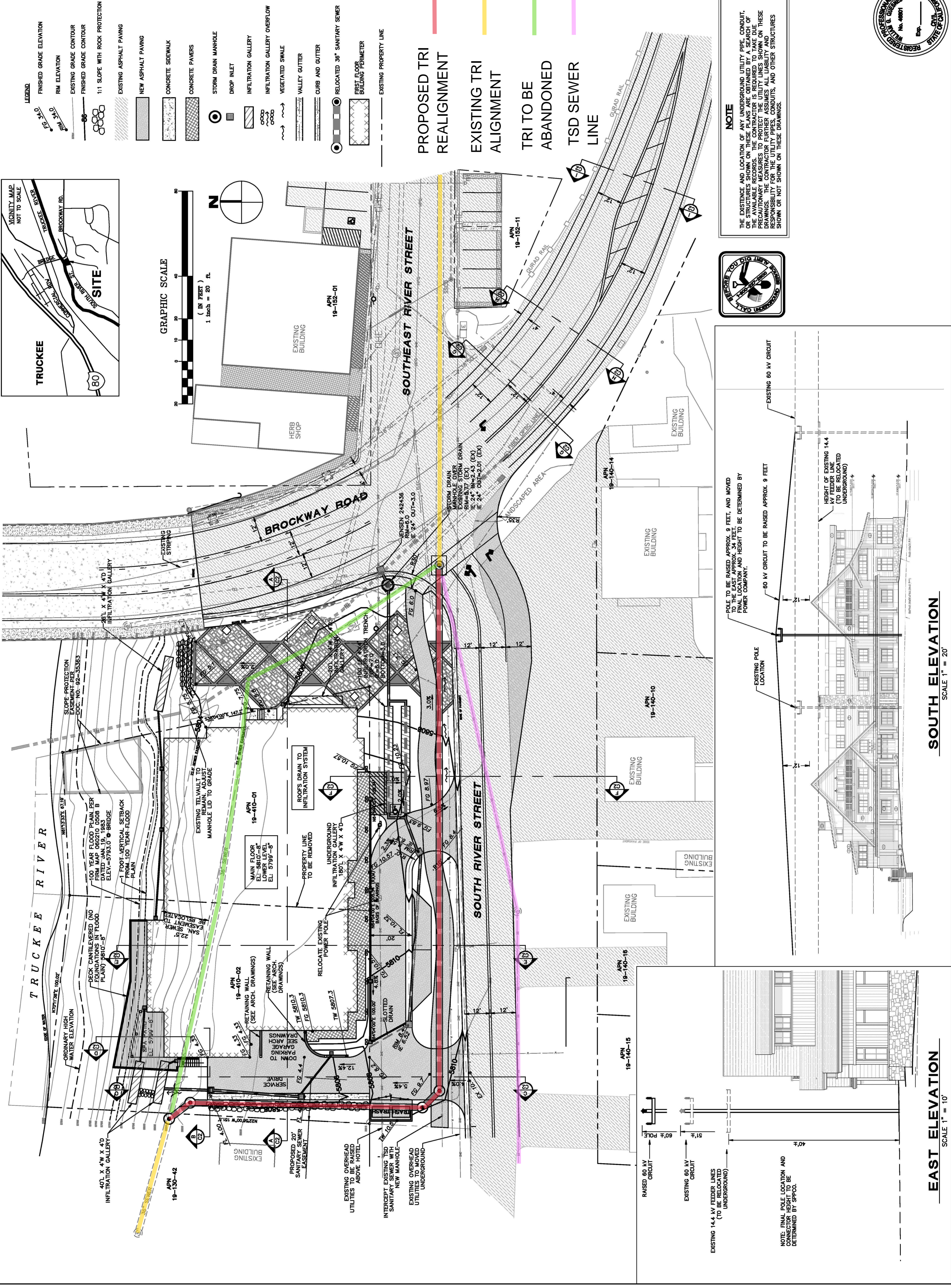
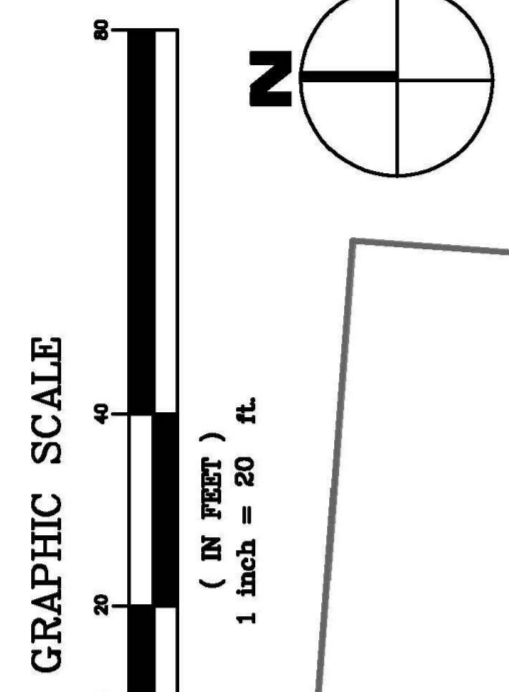
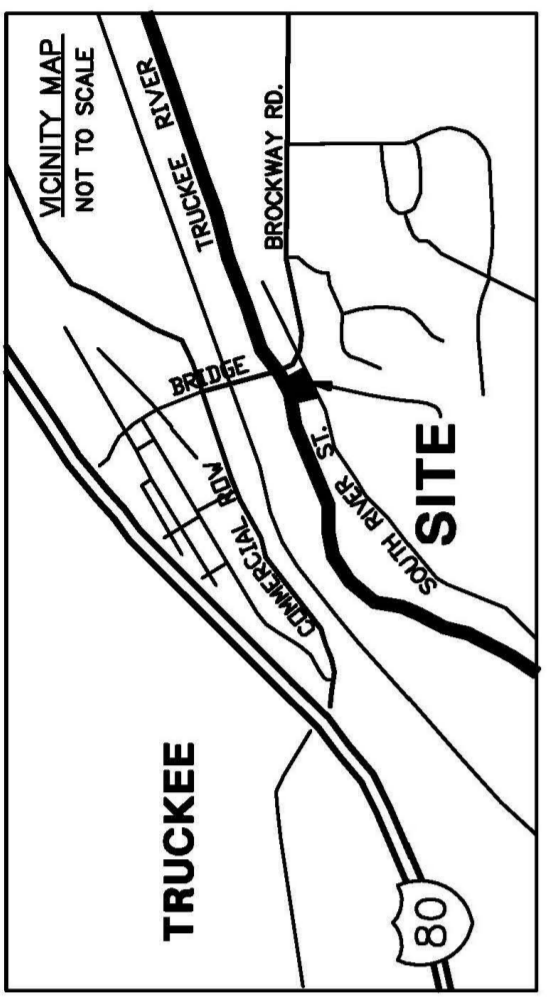
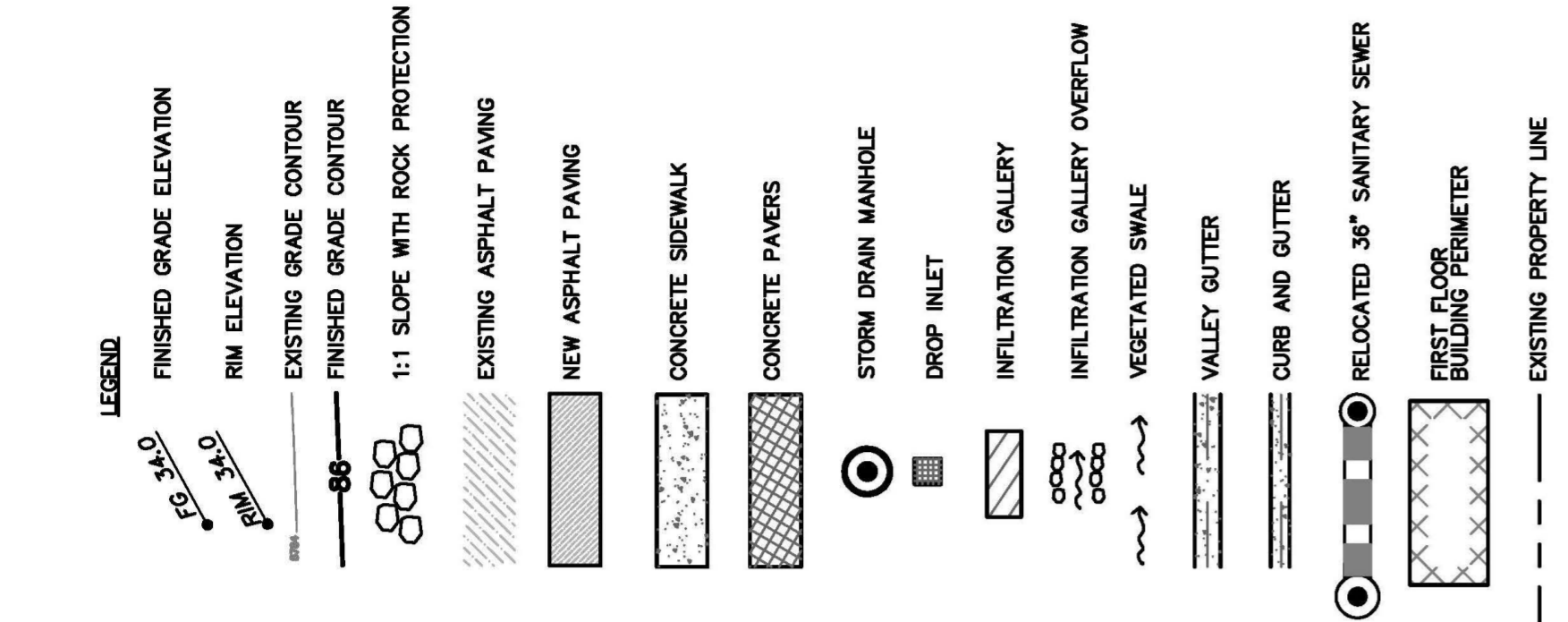
At the regularly scheduled T-TSA Board meeting in March, the Directors requested that T-TSA staff prepare a summary of costs that had been expended on the prior iteration of the Avery Hotel Project (AH1).

As background information, back in 2012 and 2013, T-TSA was attempting to finalize an agreement between T-TSA and the developer of the AH1 project. As part of this effort, T-TSA had prepared a detailed list to account for the costs that it had incurred in managing the project. Project files were reviewed and burdened labor estimates (including benefits, overhead, etc.) were developed for each of the various work tasks that had been performed. Total expenditures by T-TSA were further subdivided into administrative, engineering, and legal costs. Total costs to T-TSA for the AH1 project were estimated as follows, all expressed in 2013 dollars:

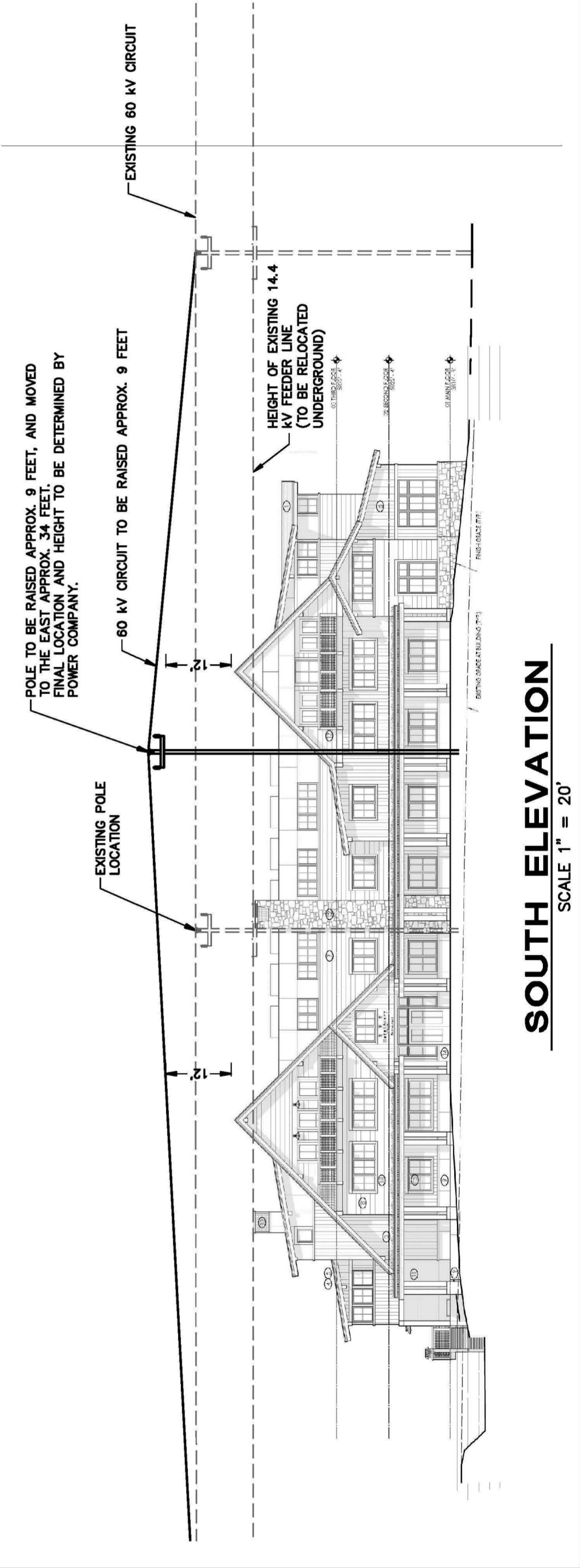
Administration (T-TSA)	\$21,361.70
Engineering (CH2M HILL)	\$15,201.11
Legal (BKS)	<u>\$ 8,649.47</u>
Total	\$45,212.28

While accounting for all of the various work activities associated with the AH1 Project, there were a large number of small tasks that had been performed to which T-TSA assigned no costs. This was done to ensure that T-TSA's estimate of costs were fair, with many of the "nominal" costs being absorbed by the Agency, so that they could not be called "excessive."

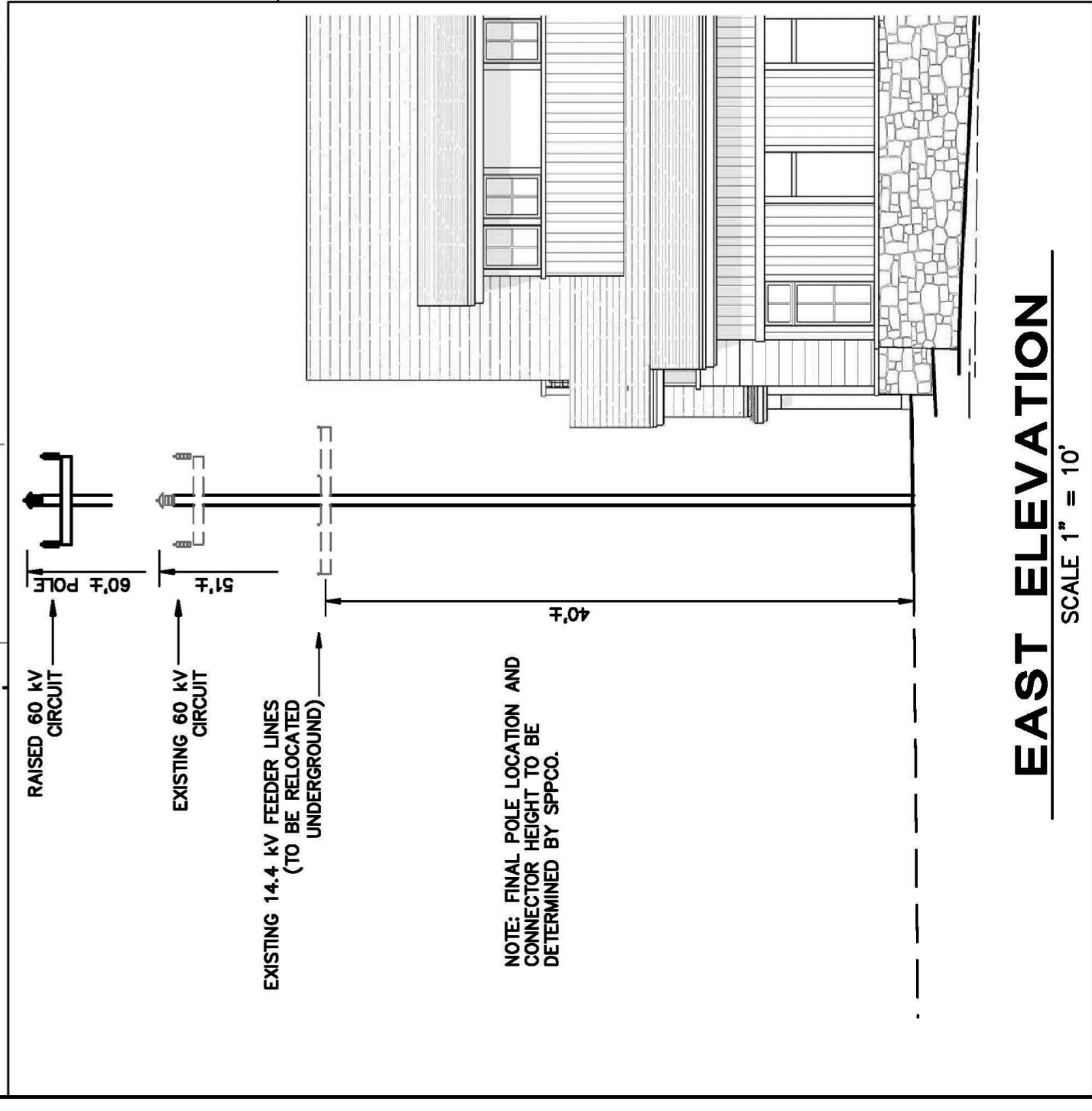
Because the agreement for the AH1 was never executed, T-TSA was unable to recover the above costs.



NOTE
 THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPE, CONDUIT, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THESE PRELIMINARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS, AND OTHER STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.



SOUTH ELEVATION
 SCALE 1" = 20'



EAST ELEVATION
 SCALE 1" = 10'

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: V-1

Subject: Operations, Engineering, Maintenance and IT Manager Reports.

Background: Department Manager reports for the previous and current months.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: No action required.

Operations Board Report: March 2018

All plant waste discharge requirements were met for the month of March, except for pH at Well #31. The pH at Well #31 is required to be within 6.5-8.5. It was recorded at 6.4. It was reported to the Regional Water Control Board (Lahontan) and is considered a minor violation.

Operations Report:

- The chlorine scrubber repair work is scheduled for April 24th. Operations will start work April 16th.
- Half of the activated sludge systems were in-service during the month to accommodate flows and loadings.
- During the rain event in March, run off from above the old Town of Truckee corp. yard area overwhelmed the drainage ditch next to pond A adding several feet of rain water to the pond.
- Overall, plant operations ran well.

Monthly Plant Flows:

- Plant Influent max instantaneous flow 10.69 MG
- Plant influent maximum 7- Day average flow 6.24 MG
- Plant daily average flow 4.72 MG

Effluent Limitations:	Reported		Limits	
	<u>Avg.</u>	<u>Max</u>	<u>Monthly Avg.</u>	<u>Maximum</u>
Turbidity	-----	1.7 NTU's	-----	10 NTU's
Suspended Solids	1.2 mg/l	1.6 mg/l	10 mg/l	20 mg/l
Total Phosphorus	.35 mg/l	.50 mg/l	.8 mg/l	1.5 mg/l
COD	28 mg/l	32 mg/l	45 mg/l	60 mg/l

Michael Peak
Operations Manager

- ◆ **Projects:** In the month of March, Engineering staff continued working on the following projects:
 - 2018 Clarifier Painting Project
 - Building 27 Main Service Upgrade Project
 - Ammonium Analyzers and Controllers
 - Digital Scanning of Sewer Lines
 - Multi-use Digester Pump
 - TRI MH 81 to 83 Improvements Project

- ◆ **Project Planning Meetings:** Engineering staff assisted in review of construction documents and/or attended coordination meetings for the following projects:
 - Avery Hotel II
 - SVPSD 2018 Truckee River Siphon Project

Jay Parker
Engineering Manager

IT Monthly Report for March 2018

T-TSA Plant Information System (PIS)

Daily material and energy usage being programmed in PLCs for transfer to PIS.

Work started on notification/ready status system of PIS.

Developing documentation server for PIS and GIS systems:

Local documentation upload complete

Documentation upload complete for Parts, and Task Instances on web and mobile applications

T-TSA SCADA Information System (SIS)

Runtimes being configured for Powerflex equipment

Configuration of software for Web App to communication with Siemens Controllers

Power Monitoring being programmed for daily totalization upload to PIS and SIS.

Building 27

Building 81

SCADA HMI Virtual Machine Development and Software Upgrade

Configuration of Wonderware Application Server being installed

Planning of Intouch (Stand alone) to (Archestra platform)

Configuration of new Historian with push forward to cloud capabilities

Virtual Machine (SCADAMAIN10) configured and ready for installation

*Installation of newest version of Wonderware and System Platform.

Telemetry Site Upgrade

Programming Raspberry PI Server application

Programming SCADA Information System integrate with PIS

Unit is installed in Alpine Springs telemetry cabinet and uploading all data through cell modem to SIS

Equipment ordered for cabinet ventilation, including the following:

AC fan unit mounted externally

Filtered air intake vent

Backup thermostat control for redundant operation

Evaluating IoT platforms for integration with PIS

BNR PLC Failure

All parts have been received and catalogued.

CPUs have been tested and verified.

External components need testing.

Communication and Configuration with Ammonia Analyzers and Final Effluent Chlorinators

Hach Ammonia Analyzers: Complete and integrated with SCADA, awaiting final aggregate data incorporation

Hach Final Effluent Chlorine Residual: Complete and integrated with SCADA, awaiting final aggregate data incorporation and tie in with Chlorinators and dosing

BNR Blower Cabinet Environment Monitoring and Logging

Programming of IoT data collector that will monitor the following:

1. Motor bearing temperature X2
2. Inside ambient cabinet temperature
3. Outside ambient cabinet temperature
4. Non-contact blower housing temperature

This logged data along with software analysis will provide us with operational efficiency scores along with predictive maintenance data

Programming server software that will take data from each of the blowers and distribute to SCADA, SIS, and PIS.

Communications equipment ordered and waiting arrival for build out and testing

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: V-2

Subject: General Manager Report.

Background: General Manager report for the previous and current months.

Fiscal Impact: None.

Previous Board Action: None.

Recommendation: No action required.



To: T-TSA Board of Directors
From: LaRue Griffin, General Manager
RE: General Manager Report – Special Board Meeting April 18, 2018

1. Management and staff continue to monitor operations and potential impacts effecting the SAT.
2. Management and staff continue to implement the PIS program.
3. Management and staff continue project/budget management.
4. Management and staff continue Agency asset management.
5. Management and staff held interviews for the Human Resources Administrator position.
6. Management worked with legal counsel on labor negotiations.
7. Management served as the interim maintenance department manager.

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: VI

Subject: Board of Director Comment.

Background: Opportunity for directors to ask questions for clarification, make brief announcements and reports, provide information to staff, request staff to report back on a matter, or direct staff to place a matter on a subsequent agenda.

From: LaRue Griffin, General Manager

Meeting Date: April 18, 2018

Item: VII

Subject: Closed Session.

1. Conference with General Manager, as Agency real property negotiator, concerning price and terms of payment relating to potential to real property exchange with Truckee Tahoe Airport District concerning Nevada County APN 019-440-81, APN 049-040-24 and APN 049-040-25 pursuant to Government Code Section 54956.8
2. Closed session conference with legal counsel regarding existing adjudicatory administrative proceeding, IBEW Local 1245 v. Agency (Public Employee Relations Board Case Nos. SA-CE-1017-M & SA-RR-1172-M) under Government Code section 54956.9(d)(1) (IBEW petition for recognition and unfair labor practice charge).