

**LINCOLN-SMD 1 WASTEWATER AUTHORITY
AGENDA**

Regular Meeting of the Board of Directors

Lincoln City Hall, Third Floor Council Chambers
600 Sixth Street, Lincoln, CA 95648

April 14, 2023, at 10:00 a.m.

The public may also observe and participate in the meeting via Zoom at the following
videoconferencing link:

https://us06web.zoom.us/webinar/register/WN_L2bYfOdARYiQxL2vDwckAQ

Board of Directors

CITY OF LINCOLN

Dan Karleskint, Chair
Holly Andreatta

COUNTY OF PLACER

Jim Holmes, Vice Chair
Shanti Landon

General Manager and Secretary

George Barber

Legal Counsel

Wesley Miliband

PRELIMINARY MATTERS

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. PUBLIC COMMENT ON NON-AGENDA ITEMS

Any member of the public wishing to address the Board of Directors regarding items not on the Agenda within the Authority's subject matter jurisdiction should do so at this time. With respect to items on the Agenda, the Board will receive public comments at the time the item is opened for discussions, prior to any vote or other Board action. A three-minute time limit is requested. Please complete a speaker card and submit it to the General Manager at the meeting.

ACTION CALENDAR

- 1. APPROVAL OF MINUTES – 03/03/23 Regular Meeting
- 2. CONSENT ITEMS

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. The consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.

- 2.1 Maturation Pond Outlet Gate Actuators – Authorization for replacement of actuators with backup power supplies, shipping, tax, installation, and factory startup in an amount not to exceed \$130,000.
- 2.2 Clarifier #2 Main Drive Bearing Replacement – Authorization for replacement of main drive bearing in an amount not to exceed \$130,000.
3. GENERAL MANAGER'S REPORT AND UPDATE – A written and verbal report.
4. OPERATIONS REPORT AND UPDATE – A written and verbal report.
5. APPROVAL AND AUTHORIZATION TO EXECUTE AGREEMENT WITH STANTEC FOR THE OPERATION OF LISWA FACILITIES – Consider approval of operations agreement with Stantec allowing for minor changes by Legal Counsel and authorize the General Manager to execute the agreement.
6. LISWA UNIT DEFINITION FOR COST OF SERVICE CALCULATION AND REPORTING POLICY – Consider approval of policy.
7. RESOLUTION NO. 2023-02 WASTEWATER CHARGES– Consider adoption of Resolution No. 2023-02 establishing wastewater charges to the member agencies.
8. CONSIDER CANCELLATION OF JUNE 9, 2023 REGULAR BOARD MEETING AND SET A SPECIAL BOARD MEETING IN JUNE 2023 – Action may be taken.
9. AUTHORIZATION FOR BUDGET AMENDMENT AND EXECUTION OF NECESSARY DOCUMENTS FOR INSURANCE THROUGH ALLIANT INSURANCE SERVICES INC. – Consider budget adjustment to \$330,000 for insurance coverage for LiSWA and approval for General Manager to execute necessary documents for insurance coverage.
10. LEGAL REPORT - Counsel will provide a verbal report.
11. DIRECTORS COMMENTS

ADJOURNMENT

THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST WITH PUBLIC PARTICIPATION:

Americans with Disabilities Act (ADA): In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the Lincoln City Clerk's Office at (916) 434-2490. The meeting room is wheelchair accessible and disabled parking is available. Notification at least 24 hours prior to the meeting or time when services are needed will assist staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.

Agenda Availability: The main posting location of the LiSWA Agenda is on the public kiosk outside the entrance of Lincoln City Hall, 600 6th Street, Lincoln, California. Agenda Packets are available for review at the Lincoln City Clerk's Office, 600 6th Street, Lincoln, California.

**LINCOLN-SMD 1 WASTEWATER AUTHORITY
MINUTES
Board Meeting Minutes**

Regular Meeting of the Board of Directors
March 3, 2023, at 11:00 a.m.

PRELIMINARY MATTERS

- A. CALL TO ORDER -The meeting was called to order at 11:00 am.
- B. PLEDGE OF ALLEGIANCE -The pledge was led by Director Andreatta.
- C. ROLL CALL

Dan Karleskint, Chair
Jim Holmes, Vice Chair
Holly Andreatta, Director
Shanti Landon, Director
Staff present:
George Barber, GM/Secretary
Wesley Miliband, Legal Counsel

- D. PUBLIC COMMENT ON NON-AGENDA ITEMS

There were no public comments on non-agenda items.

ACTION CALENDAR

- 1. APPROVAL OF MINUTES – 02/03/23 Regular Meeting

Motion to approve by Director Holmes, Second by Director Andreatta, Approved 4-0

- 2. OLD BUSINESS - REGULAR MEETING DATE AND TIME – Consider adoption of Resolution No. 2023-01 setting the date, time, and place of regular meetings.

Motion to approve the resolution setting the date and time to the second Friday of each month at 10:00 am was made by Director Holmes, Second by Director Landon, Approved 4-0

- 3. GENERAL MANAGER'S REPORT AND UPDATE – A written and verbal report was provided.
- 4. OPERATIONS REPORT AND UPDATE – A written and verbal report was provided by Gary Hengst, Chief Operator, Board questions were answered.
- 5. RATE SETTING PRESENTATION AND DISCUSSION– Direction was given to staff to provide options for consideration at next regular meeting.

6. TREATMENT PLANT EXPANSION PEER REVIEW – Consider approval of an additional task order for West Yost to complete a peer review of the treatment plant expansion plans and provide a recommendation on items to include in Phase I.

Motion to approve the staff recommendation in an amount not to exceed \$50,000 was made by Director Andreatta, Second by Director Holmes, Approved 4-0

7. LEGAL REPORT - Wesley Miliband, Legal Counsel provided a legal report.
8. DIRECTORS COMMENTS – Directors provided comments.

ADJOURNMENT- The meeting was adjourned at 12:02 pm.

Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 04/14/23 Regular Board Meeting
SUBJECT: Consent Items

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. The consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.

2.1 Maturation Pond Outlet Gate Actuators

The actuators on the maturation pond outlet gates are at end of life and in addition, Mat Pond outlet gate #1 position sensor has failed. A replacement part is available but is 15 weeks out and costs \$1500 for a system that needs to be fully replaced. Staff came up with a temporary fix for no cost that will work until the replacement is installed. The original manufacturer went out of business many years ago but some of the components can still be found as they are used in other applications.

The gates have unusually long travel which eliminates some of the companies that make the actuators we need. These gates need to not only control the flow going out but need to close when there is a power failure. Failure to close could mean flooding the treatment plant if backup power was delayed. We currently have two quotes from companies that make a product we trust. \$235,000 was included in the current budget for this replacement project.

The Rexa actuators that we recently purchased for the UV gates came in at \$125,000 per gate and Beck came in at \$50,000 each. For this application, we recommend the Beck actuator over the Rexa for a few different reasons.

-Rexa closes the gates quickly with a power failure which is appropriate at UV but not as critical at the Maturation Ponds.

-Beck actuators run off 115v power so a small UPS and perhaps a generator for longer power outages which can keep them running when overhead power lines go down. Rexa requires 208v single phase power which is harder to supply.

-Though both have a great reputation for reliability, Beck actuators are less complicated and thus have fewer points of failure.

Action Requested: "Authorization for replacement of actuators with backup power supplies, shipping, tax, installation, and factory startup in an amount not to exceed \$130,000."

2.2 Clarifier #2 Main Drive Bearing Replacement

The request is to move forward with the replacement of Clarifier #2 main drive and bearing. The bearing failed on Clarifier #1 March of 2021 and took about 6 months to replace. The intent is to proactively replace the same components on Clarifier #2 since both clarifiers are the same age and the failure is age related. The parts and installation will be provided by the original equipment manufacturer. No competitive quotes were obtained due to use of OEM parts and installation. \$125,000 was included in the current budget for this purpose and is estimated based on the work performed in 2021.

Action Requested: "Authorization for replacement Clarifier #2 Main Drive and Bearing in an amount not to exceed \$130,000."

Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 04/14/23 Regular Board Meeting
SUBJECT: General Manager's Report

- My top priority for March has been focused on finalizing cost-of-service study and unit definition for cost-of-service calculations.
- We continue to work on the transition. I am meeting with the transition advisory group twice a month to cover any issue necessary during the transition.
- All the necessary items are getting close for transfer which need to be timed appropriately.
- Received final information on insurance which will be included in a separate agenda item and worked with legal counsel on necessary changes to an agreement between Stantec and LiSWA.
- Working with Stantec and the City on a PGE loan for the Oxidation Ditch Project. The City installed a new energy efficient diffused air system that is eligible for a PGE loan program. The loan would be for \$1.9 million that would be paid back over an approximate 10-year period (the term will be calculated based on the payback period of the savings). LiSWA would continue to pay the PGE bill at the level prior to the project and the energy savings would go toward paying off the loan. Once the loan is paid back, LiSWA will benefit from the savings going forward. I am still getting the details of any interest rate and final payback time frame.
- After developing the cost-of-service study, I am working with the City and County on a recommendation for how to handle the first seven months of LiSWA. I meet weekly with our Municipal Financial Advisor to be sure we are on track for future financing.
- Meetings, phone calls and emails have been ongoing regarding the expansion of the WWTRF and the peer review.
- Worked with Stantec to provide clarifying comments for the waste discharge permit with the Central Valley Regional Water Quality Control Board.
- Initial funds have been transferred to LiSWA in an amount of \$7,813,053.
- The West Yost Marketing team is revising the draft logo based upon your input.

Item	Status	Working with	Notes
Financial			
Develop and Approve Budget	Completed	Lincoln Finance	Initial Budget Adopted
Develop process for paying bills with Placer County Treasurer/Auditor	pending	Placer	1 st training completed, initial bill paying in process.
Set Rate per WWTRU	pending	Lincoln/Placer	On Agenda for April
Transfer Funds to County	Completed	Lincoln /Placer	Completed
Establish WWTRU Policy	pending	Lincoln/Placer	On Agenda for April
West Yost Billing approval process	Completed		Approved through County Process
Procurement Policy	pending		
Debt Management Policy	pending		
Investment Policy	pending		
Select Municipal Financial Advisor	Completed		Short term Agreement
Reserve Policy	pending		
Obtain Insurance	pending		Insurance Quote received, pending Board Approval of additional cost and transfers
Property Transfers			
Wastewater Treatment Plant	pending	Lincoln Admin	
Conservation Easement	pending	Lincoln Admin	
Pipelines	pending	Lincoln PW	Surveying/Description near completion
Business Property	pending	Lincoln Admin	
Vehicles	pending	Lincoln PW	List complete
Equipment	pending	Lincoln PW	List complete
Fixtures	pending	Lincoln PW	List complete
Supplies	pending	Lincoln PW	List complete
Operations Transfers			
Stantec Operations Agreement	pending	Lincoln Admin	Attorney working on agreement
NPDES Permit	In process		
Solar Star Power Purchase Agreement	pending	Lincoln Admin	
Solar Star Site Lease Agreement	pending	Lincoln Admin	
Machado Recycled Water Agreement	pending	Lincoln Admin	
Farm Management of Effluent Disposal Lands Auburn Ravine Ranch	pending	Lincoln Admin	

Western Placer Waste Management Authority Agreement	pending	Lincoln Admin	
Radmall Lease	pending	Lincoln Admin	
Utility Services	pending	Lincoln Admin	
Alarm systems	pending	Lincoln Admin	
Ensure proper transfer of SMD1 duties	pending	Stantec/Placer	Verification-final discussion needed
Other			
Logo, Letterhead, etc.	In process		
Website	In process		
City of Lincoln Admin/IT services	In process		
Board Compensation Policy	pending		

March 2023 WWTRF Operations Report

4-14-23

Highlights

-The new Rexa UV Diversion and Isolation gate hydraulic actuators were delivered. Waiting on delivery of few parts and lower flows to install.

-Maturation Pond #1 Emergency Hydraulic Gate Actuator failed. Parts to repair were 15 weeks out and cost \$1500. Actuator is due for replacement. Staff performed a creative repair using existing materials at no cost. Bids are coming in to replace the actuators on both Maturation Pond outlet gates.

-Overhead powerlines fuses blew on April 4th. Repairs were completed the following day. Bird crossing the phases was the likely cause.

Compliance

-First Quarter chronic bioassay test failed due to unknown causes, the two required retests passed. No compliance ramifications. Facility is in full compliance. There have been **no** violations that could result in fines this year.

Major Equipment Out of Service						
Equipment	Failure Date	Redundancy	Problem	Solution	Estimated Repair Cost	Estimated Return to Service Date
North and South Solar Drier roof replacement	12/31/2022	2 of 2	roof panels blew off	Roofing Material is on order.	\$77,000	4/30/2023
Warm Springs Sump Pump #3	1/9/2023	1 of 1	Seal failure	Pump has been repaired. Temporary pump still in place. Correcting additional wiring issues in the wetwell.	\$5,000	4/30/2023
Ox Ditch #2 blower #4	3/13/2023	1of 3	Motor starter was damaged during warranty repair on blower housing.	Manufacturer has parts on order and will repair soon.	\$0	4/30/2023

Equipment Purchase Requests

1. Maturation Pond Outlet Gate Actuators

The actuators on the maturation pond outlet gates are at end of life and in addition, Mat Pond outlet gate #1 position sensor has failed. A replacement part is available but is 15 weeks out and costs \$1500 for a system that needs to be fully replaced. Staff came up with a temporary fix for no cost that will

work until the replacement is installed. The original manufacturer went out of business many years ago but some of the components can still be found as they are used in other applications.

The gates have unusually long travel which eliminates some of the companies that make the actuators we need. These gates need to not only control the flow going out but need to close when there is a power failure. Failure to close could mean flooding the treatment plant if backup power was delayed. We currently have two quotes from companies that make a product we trust. \$235,000 was included in the current budget for this replacement project.

The Rexa actuators that we recently purchased for the UV gates came in at \$125,000 per gate and Beck came in at \$50,000 each. For this application, we recommend the Beck actuator over the Rexa for a few different reasons.

- Rexa closes the gates quickly with a power failure which is appropriate at UV but not as critical at the Maturation Ponds.

- Beck actuators run off of 115v power so a small UPS and perhaps a generator for longer power outages which can keep them running when overhead power lines go down. Rexa requires 208v single phase power which is harder to supply.

- Though both have a great reputation for reliability, Beck actuators are less complicated and thus have fewer points of failure.

Request:

May we move forward with purchase of two Beck actuators systems for a total budget cost of \$125,000? Cost includes, the actuators with backup power supplies, shipping, tax, installation, and factory startup.

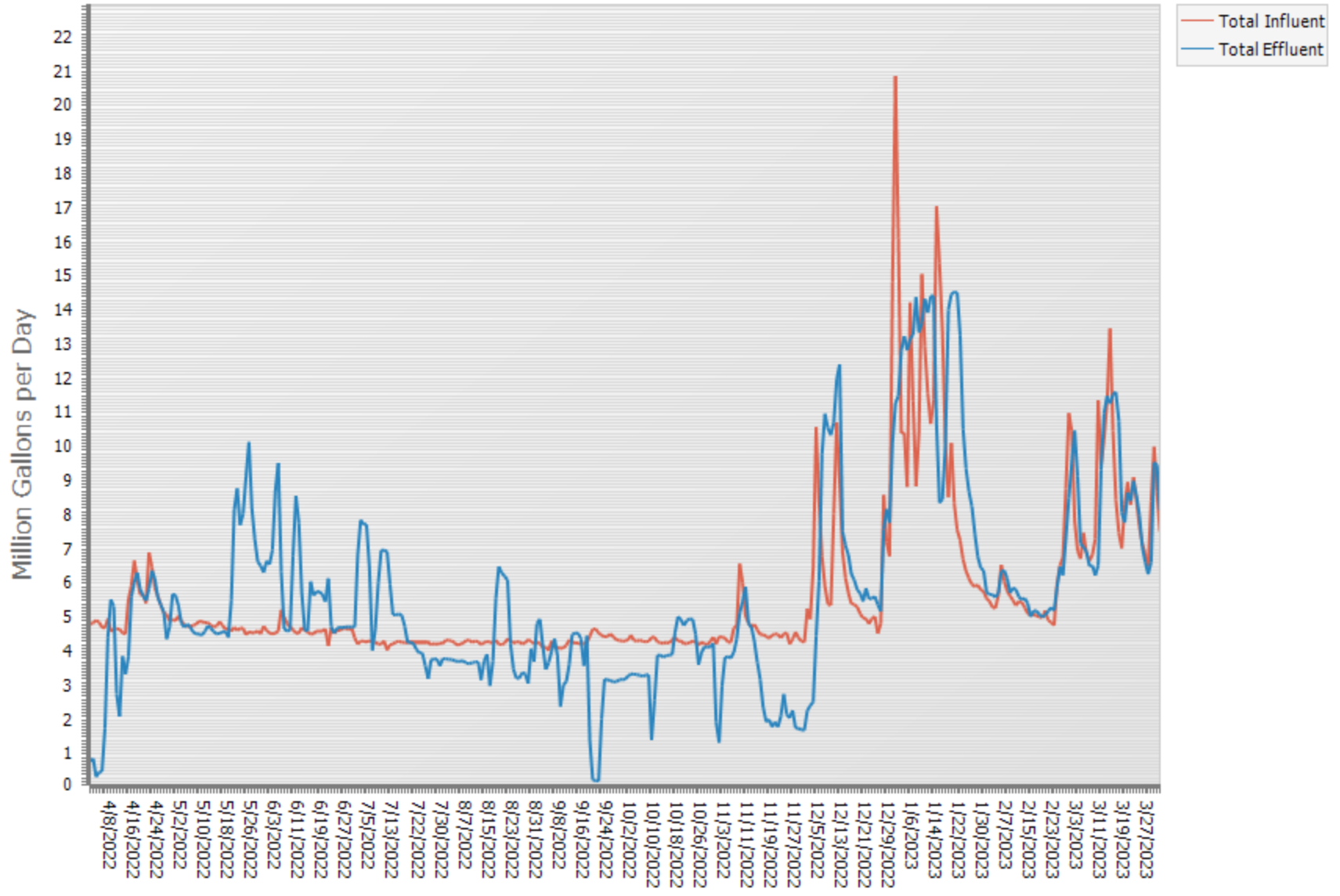
2. Clarifier #2 main drive bearing replacement

We would like to move forward with replacement of Clarifier #2 main drive and bearing. The bearing failed on Clarifier #1 March of 2021 and took about 6 months to replace. We would like to proactively replace the same components on Clarifier #2 since both clarifiers are the same age and the failure is age related. The parts and installation will be provided by the original equipment manufacturer. No competitive quotes were obtained due to use of OEM parts and installation. \$125,000 was included in the current budget for this purpose. This is similar in cost to the work performed in 2021 and reasonable for this task.

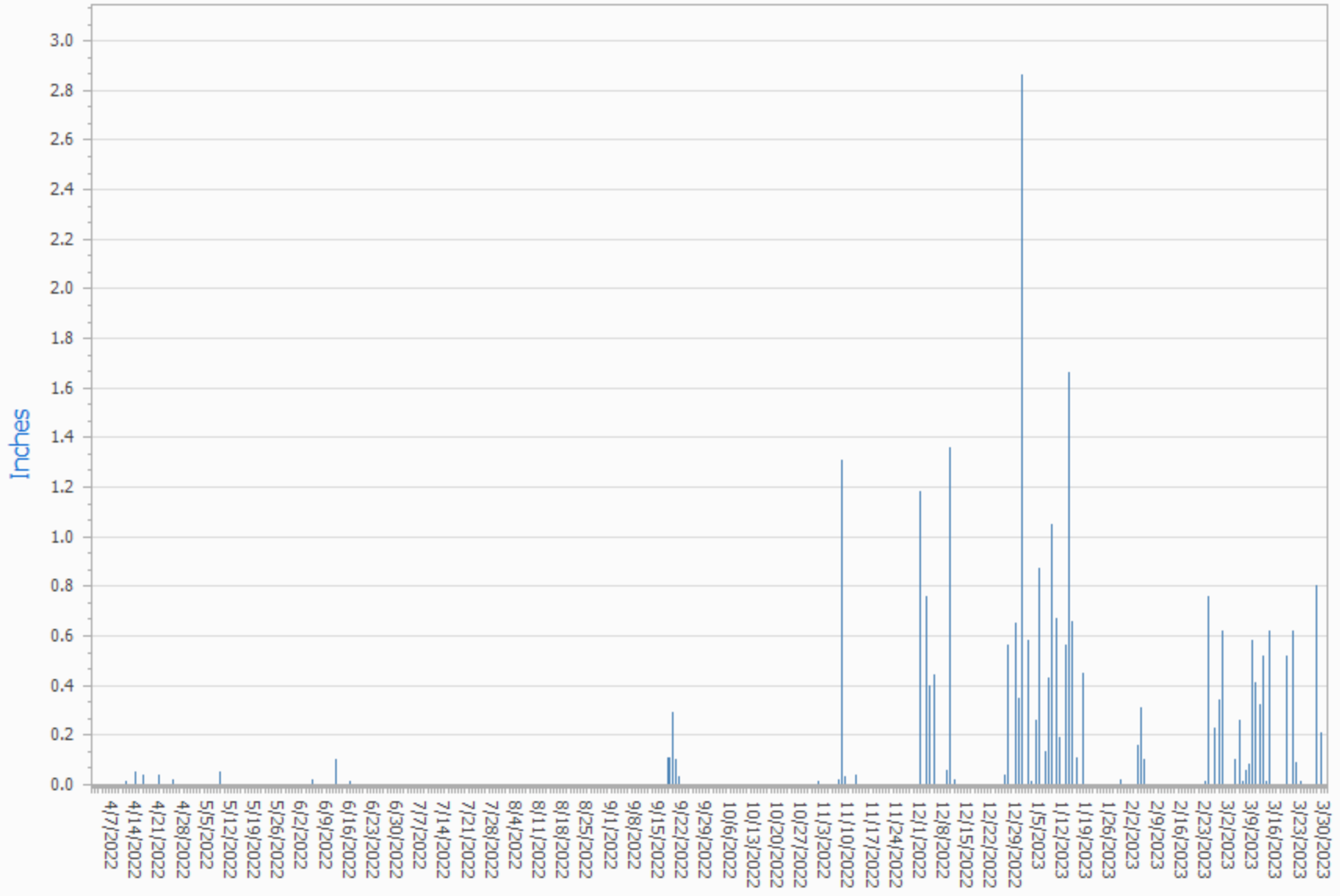
Request:

May we proceed with Clarifier #2 Main Drive and Bearing replacement for a budgetary price of \$125,000?

Total Treatment Plant Flow



Daily Rainfall Totals



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Wesley Miliband, Legal Counsel
Date: 04/14/23 Regular Board Meeting
SUBJECT: Approval and Authorization to Execute Agreement with Stantec for the Operation of LiSWA Facilities

A condition of the potential insurance provider is to have improved legal language in the agreement with Stantec. We are working with them on an acceptable agreement for both parties and are very close.

Attached is the current form of the agreement with only minor points to be discussed and agreed upon. The areas still being discussed are highlighted in yellow.

Staff Recommendation:

“Approval of agreement between LiSWA and Stantec, subject to changes negotiated by legal counsel and authorize the General Manager to execute the agreement.”

This Agreement is made and entered into effective INSERT DATE (the "Agreement Date") by and between:

"Client"

Name: Lincoln SMD-1 Wastewater Authority
Address: 600 Sixth Street Lincoln, CA 95648
Phone: (530) 378-5240
Representative: George Barber, General Manager Email: gbarber@westyost.com

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 3875 Atherton Road, Rocklin CA 95765
Phone: (916) 434-5062
Representative: Gary Hengst, Chief Plant Operator Email: Gary.Hengst@stantec.coms

Project Name (the "Project"):

Lincoln Wastewater Treatment and Reclamation Facility

The Client and Stantec may be referred to herein individually as "Party" and collectively as the "Parties."

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Not later than the seventh day of each month during the course of the Services, Stantec must submit to the Client a written invoice. Each invoice must include line items demonstrating the Services to be compensated. The Client shall pay undisputed invoices within thirty (30) days of receipt from Stantec. The Client may, within fifteen (15) days of receipt of a payment request from Stantec, reasonably request additional information and supporting documentation, in which case the Client's time to pay the pending invoice shall be extended by an amount of time equal to the time in which it takes Stantec to submit such information and/or documentation.

In the event any invoice seeks reimbursement of expenses, any such reimbursement shall be for the reasonable, actual costs incurred by Stantec, without markup for profit, overhead, or other purposes. The Client shall reimburse Stantec only for expenses incurred in connection with the performance of the Services as the Client in its sole discretion may agree, but only if the reimbursement is approved in writing by the Client before Stantec incurs the expense. Without limiting the foregoing, because the compensation payable to Stantec is intended to be all-inclusive, in no event shall the Client reimburse Stantec for any of the following: (i) home-office overhead or personnel costs; (ii) postage or cost of private delivery services less than \$25 for any one delivery; (iii) travel, lodging or meal expenses; (iv) expenses of overtime work requiring higher than regular rates; or (v) costs of any additional insurance coverage or limits in excess of that normally carried by Stantec or any of its subconsultants providing services in connection with this Agreement.

REPRESENTATIVES: Each Party shall designate in the space provided above a representative who is authorized to act on behalf of that Party for day-to-day decisions and to receive notices under this Agreement, subject to applicable law and so long as such decisions by the representative LiSWA makes day-to-day decisions without modifying the terms of the Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each Party. All notices required by this Agreement to be given by either Party shall be deemed to be properly given and received within two (2) business days if made in writing to the other Party by certified mail or email, addressed to the regular business address of such Party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be

entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, but subject to approval by the Client's Board of Directors ("Board"), the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services. Notwithstanding the foregoing, Stantec acknowledges that some decisions may require approval by Client's Board and, therefore, Stantec will use reasonable efforts to provide the Client with adequate time to seek approval from its Board before a decision must be made.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

TERMINATION: Either Party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either Party breaches this Agreement, the non-defaulting Party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, Stantec shall provide the Client with a final invoice. The Client shall pay Stantec for the Services performed to the date of termination as provided in this Agreement. Non-payment by the Client of Stantec's of any invoice within 30 days of Stantec rendering same (unless extended as provided in this Agreement) is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated upon providing a written invoice, and subject to terms and conditions for invoices as is provided in this Agreement, for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days, either Party may, at its option, terminate this agreement upon giving seven (7) days' notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

INDEMNITY: Notwithstanding anything to the contrary, and to the maximum extent authorized by law, Stantec shall indemnify and hold-harmless the Client, the Client's Board and each member thereof, and the Client's other officers, and employees (collectively, not including the Client, the "Client Agents"), and each of them, from and against any and all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, reasonable attorney's fees, expenses, and other liabilities of any nature arising from or directly or indirectly relating to: (1) the negligent performance of the Services by Stantec, any subconsultant, or anyone working under or for Stantec or any subconsultant; (2) recklessness, or willful misconduct by Stantec, any subconsultant, or anyone working under or for Stantec or any subconsultant; and/or (3) the breach of this Agreement by Stantec, any subconsultant, or anyone working under or for Stantec or any subconsultant. Stantec's obligations under the indemnity provisions of this Agreement shall survive the expiration or termination of this Agreement.

Stantec shall not be obligated under the indemnity provisions of this Agreement to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the active negligence, sole negligence, or willful misconduct of the Client or any Client Agent. In each such event, the Parties shall be responsible and liable on a comparative basis.

Without jeopardizing or compromising any of its rights under this Agreement, or as are available under the law, the Client may settle any claim, demand, action, or other legal proceeding brought against the Client or Client Agents on terms the Client's Board reasonably determines to be a good faith settlement. The Client shall not have any right to settle any claim, demand, action, or other legal proceeding brought against Stantec or any subconsultant. Before settling, the Client shall attempt to obtain Stantec's consent to each such settlement, and Stantec shall not unreasonably deny, delay, or condition its approval. If the Parties cannot agree on the terms for settlement of any dispute, with the result that Stantec does not consent to the settlement, the Client may nonetheless settle the dispute.

Stantec's obligations under the indemnity provisions of this Agreement shall not be deemed to be: (i) conditioned upon, or in any manner limited by, the any insurance coverage maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance proceeds.

Stantec shall require in its agreements with its subconsultants that each subconsultant independently comply with all requirements under the indemnity provisions of this Agreement related to indemnifying and holding-harmless the Client, unless and only to the extent the Client specifically provides otherwise in writing. Stantec shall be responsible for ensuring that its agreements with subconsultants comply with the indemnity provisions of this Agreement.

Notwithstanding anything to the contrary, no person, entity, or party, including but not limited to the District and the Consultant, shall be allowed to recover attorney's fees that are incurred to enforce or defend this Contract.

LIMITATION OF LIABILITY: Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

PERFORMANCE LIABILITY – WASTEWATER TREATMENT: Given the inherent difficulty of employing biological and chemical treatment processes to consistently convert a highly variable community waste influent into a uniform highly regulated waste effluent, Client acknowledges that it is unreasonable to expect zero discharge violations, and fines and penalties are possible. Likewise, a certain degree of human error is reasonably foreseeable in the operation of any industrial process. Stantec agrees to employ a customary degree of skill and effort to produce an effluent that consistently meets all permit requirements. However, Client agrees that the possibility of permit violations is inherent to the Client's provision of community wastewater service and that this inherent risk is not transferred to Stantec unless such permit violations are the result of Stantec's negligence or willful misconduct. Stantec will report to the Client any conditions it becomes aware of that might result in violation of the Client's permit.

In connection with the foregoing, Client agrees to release, indemnify and hold Stantec harmless, to the fullest extent permitted by law, from any and all liability for fines, environmental cleanup costs, penalties or other liability arising from any waste discharge or permit violation at the Client's facilities, and from third party claims or suits that are in any way connected with operation of the Client's facilities, except to the extent resulting from the negligence or willful misconduct of Stantec.

Stantec may from time to time recommend changes or improvements intended to improve treatment plant performance and/or reliability. Stantec cannot be held liable for treatment plant performance or its possible consequences if recommended improvements are not approved and funded by Client, nor for its failure to recommend plant or process improvements that, while state of the art, are not within Client's budget nor necessary to meet Client's permit requirements. Stantec specifically disclaims any warranties or guarantees, express or implied, as to the performance of the Client's facilities, now or in the future.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project or Services are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be

used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under this Agreement, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

Notwithstanding anything to the contrary, Stantec shall prepare and maintain, using generally-accepted accounting principles, all financial and other records involving this Agreement and the Services, as appropriate or required by law ("Stantec Records"). Under Government Code Section 8546.7, the State Auditor may, for a period of three years following final payment hereunder, review, audit and/or copy the records of the Parties regarding each contract expending public funds in excess of \$10,000. The Client and governmental entities with competent jurisdiction also shall have an independent right under this Agreement, for a period of five years after final payment hereunder, to review, audit, and/or copy the Stantec Records. The Stantec Records shall be available for inspection by the Client, the State, and any governmental entity with competent jurisdiction, at all reasonable times during the five-year period after the final payment under this Agreement. Despite the foregoing, if the Client or any governmental entity commences, but does not complete, an audit within such five-year period, Stantec shall maintain the Stantec Records until the completion of such audit.

INSURANCE: Before commencing any of the Services, Stantec shall procure at its sole cost and expense, and, during all periods as required by this Agreement, shall maintain in effect, the following insurance policies:

(i) General Liability Insurance. A commercial general liability insurance policy, written on an "occurrence" basis, providing coverage of at least \$1,000,000 per occurrence for bodily injury, personal injury & property damage ("General Liability Policy"). The General Liability Policy shall include a separate endorsement naming the Client, its Board, officers, agents, and employees as additional insureds. The General Liability Policy shall include coverage for the contractual liability assumed by Stantec under this Agreement.

(ii) Vehicle Liability Insurance. A business vehicle liability insurance policy, written on an "occurrence" basis, with a combined single limit of at least \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles.

(iii) Workers' Compensation Insurance. Workers' compensation insurance as required by State law and employer's liability insurance with coverage of at least \$1,000,000. Notwithstanding the insurer rating standards in this Agreement, coverage provided by the State Compensation Insurance Fund satisfies such insurer rating standards.

(iv) Professional Liability Insurance. Professional liability insurance with coverage of at least \$1,000,000 ("Professional Liability Policy"), which shall be written on a "claims made" basis.

Except as provided in this Agreement regarding insurance written on a "claims made" basis, the Consultant shall keep the required insurance policies in effect until the date that is one year following final payment to the Consultant under this Agreement.

Professional Liability Insurance. The Professional Liability Policy shall provide coverage for claims arising out of the performance of the Services. If an aggregate limit applies, the aggregate limit in the Professional Liability Policy shall be at least \$2,000,000. Before commencing the Services, and, if applicable, upon replacing the original Professional Liability Policy, Stantec shall give the Client a copy of any applicable claims-reporting requirements. Notwithstanding anything to the contrary: (i) Stantec shall have the Professional Liability Policy in full force and effect before commencing the Services; (ii) each renewal or replacement of the Professional Liability Policy shall have a retroactive date that is before the date Stantec commenced the Scope of Services; and (iii) as a condition to final payment to Stantec under this Agreement, Stantec shall maintain the Professional Liability Policy in full force and effect and applicable to claims arising from the Services, without any gaps in coverage, for a period of at least two years following final payment to Stantec under this Agreement.

If the claims reporting period, as specified in the Professional Liability Policy, terminates before the end of the two-year period following final payment to Stantec, then Stantec, at its cost, shall obtain and provide satisfactory evidence to the Client of: (i) an endorsement extending the claims reporting period to include whatever remains of such two-year period; or (ii) a supplemental extended reporting period (tail) applicable to the Professional Liability Policy as required to provide coverage until the end of such two-year period. Such tail coverage shall be required, for

example: (i) if Stantec intends to switch insurance carriers, and the prospective new carrier will not agree to cover claims arising from the Services submitted at any time before the end of the two-year period following final payment to Stantec; (ii) if Stantec's business is to be wound-up or otherwise terminated, whether voluntarily or involuntarily; or (iii) when necessary for any reason to ensure that professional liability insurance applicable to the Services is in effect at all times required by this Agreement.

Insurer Rating Standards. Except as the Client, in its sole discretion, may approve via an advance writing, the insurance policies required by this Agreement shall be issued by one or more insurers licensed to do business in the State of California and having an A.M. Best Company rating of not less than "A-" and a financial size category of at least "X." If any insurance policy is proposed to be issued from an entity, company, or program that is not rated by A.M. Best Company, the use of such insurance policy must be approved in advance, in writing, by the Client before starting the Services.

Additional Insureds. The Client, the Client's Board and each individual member thereof, and the Client's other officers, employees, and agents, shall all be named as additional insureds, to the extent of the Stantec's acts and omissions in connection with this Agreement, on all insurance policies required by this Agreement, excepting the workers' compensation insurance and the Professional Liability Policy.

Waiver of Subrogation. Stantec hereby waives, on behalf of its insurers, any and all rights to subrogation that any such insurer may acquire by virtue of the payment of any loss. Each of the General Liability Policy and the Vehicle Liability Policy shall be endorsed with a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the Client. The policy of workers' compensation insurance shall be endorsed with a waiver of the insurer's rights of subrogation against the Client.

Stantec's Insurance is Primary. To the extent permitted by law, Stantec's insurance policies under this Agreement shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the Client, the Client's Board or individual members thereof, or the Client's other officers, employees, or agents. The General Liability Policy and the Vehicle Liability Policy shall be endorsed to provide that they are so primary and non-contributory.

Deductibles and Self-Insured Retentions. Stantec shall be exclusively responsible for the payment of any deductibles or self-insured retentions for liability insured under this Agreement.

Evidence of Coverage. Before commencing the Services, Stantec shall provide to the Client duly-authorized and executed certificates of insurance for the insurance policies required under this Agreement (each a "Certificate of Insurance"), together with a copy of each required endorsement. As applicable, the Certificates of Insurance shall identify all required additional insureds. Not less than thirty (30) days before the expiration of any required insurance policy, Stantec shall provide updated Certificates of Insurance to the Client evidencing the renewal of such policy.

Notice of Change in Policies. Each Certificate of Insurance and corresponding required insurance policy shall expressly require, or be endorsed to require, that the insurer notify the Client not less than thirty (30) days before any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the insurer shall provide such notice not less than ten (10) days before cancellation. Certificates of Insurance or any insurance policy with language to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable.

Review of Coverage. The Client may request at any time that Stantec provide a complete copy of any insurance policy required under this Agreement, subject to reasonable redaction of confidential information. Stantec shall provide a copy of such policy to the Client within ten days of the Client's request. The Client may review the insurance policies, Certificates of Insurance, and any endorsements to determine compliance under this Agreement. No failure by the Client to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with the requirements hereunder, however, shall relieve Stantec from any of its obligations regarding the insurance-related requirements under this Agreement. Notwithstanding anything to the contrary, any failure by Stantec to comply with insurance-related requirements shall be a material breach by Stantec under this Agreement.

Sub-Consultant Insurance. Stantec shall require that its subconsultants independently comply with all insurance requirements under this Agreement unless the Client approves in writing some different standards or requirements that shall be applicable to any particular subconsultant. Stantec shall require compliance with the insurance requirements of this Agreement in its agreements with its subconsultants, except to the extent the District has approved any different standards or requirements.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting Party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either Party. Nothing herein relieves the Client of its obligation to pay Stantec for services actually rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the the State of California.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the Parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the State of California, or elsewhere by mutual written agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT AND SUCCESSORS: Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer the rights or obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

WAIVER: A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and executed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived per this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party regarding such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

CORRECT LEGAL REQUIREMENTS DEEMED INCLUDED: Each and every provision required by any applicable law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly included herein, then, upon request of either Party, this Agreement shall be amended to include or incorporate, or to correctly include or incorporate, such provision.

AGREEMENT IS PUBLIC RECORD: Notwithstanding anything to the contrary: (i) nothing in this Agreement shall be deemed to constitute confidential information; and (ii) this Agreement is a public record which the Client may disclose per State of California law or otherwise.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties. Signature pages sent via email shall also constitute original signatures under this Agreement.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

Insert Client NameError! Reference source not found.

Stantec Consulting Services Inc.

Print Name and Title

Steven L. Beck, Senior Principal
Print Name and Title

Signature _____

Signature _____

Attached to and forming part of the Agreement BETWEEN:

Client

- and -

Stantec Consulting Services Inc.

EFFECTIVE: **INSERT DATE**

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

Operation and maintenance services as described in Stantec proposal letter dated xxxxxx.

CONTRACT TIME: Commencement Date: **INSERT**

Estimated Completion Date: **INSERT**

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Project specific charges, such as subconsultants;; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Unless otherwise noted, the fees in this Agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rates included in the proposal letter dated June 25, 2020, attached hereto. Rates subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

NONE

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Stantec Proposal letter dated INSERT.

Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 04/14/23 Regular Board Meeting
SUBJECT: LiSWA Unit Definition for Cost-of-Service Calculation and Reporting Policy

The cost-of-service charge that will be applied to the member agencies is based upon the impact and number of connections that will be treated at the LiSWA facility. In the Joint Powers Agreement that is defined as an Equivalent Dwelling Unit.

Since the definition of an Equivalent Dwelling Unit is currently defined differently at the City and the County, I thought it important to have the name changed for LiSWA to eliminate confusion for the public. For LiSWA, the proposed name is Wastewater Treatment and Reclamation Unit or WWTRU. The intent is to have the unit definition represent what we do which is treatment and reclamation.

The draft has been circulated to the City and the County staff for review and comment and was discussed at the Transition Advisory Group meeting. There may be some recommended changes in the table that may be proposed and presented at the Board meeting.

Staff Recommendation:

“Adopt the Unit Definition for Cost-of-Service Calculation and Reporting Policy.”

**LINCOLN-SMD1 WASTEWATER AUTHORITY
UNIT DEFINITION FOR COST-OF-SERVICE CALCULATION AND REPORTING POLICY**

I. PURPOSE

The purpose of this Unit Definition for Cost-of-Service Calculation and Reporting Policy ("**Policy**") is to establish the standard for calculating the units of measure to be used in determining the share of cost for the provision of wastewater services to Lincoln-SMD1 Wastewater Authority ("**LiSWA**") members and setting requirements for updating the units as described and defined below.

II. BACKGROUND

The LiSWA was established on November 30, 2022, by the execution of a Joint Powers Agreement ("**JPA**") between the City of Lincoln ("**City**") and the County of Placer ("**County**"), collectively the "Member Agencies". The JPA set forth that the cost of service applied to each Member Agency would be the percentage of Equivalent Dwelling Units ("**EDUs**") that are connected and providing flow to the Wastewater Treatment and Reclamation Facility ("**WWTRF**").

Each Member Agency, in their own regulations, define EDUs differently; therefore it is important for LiSWA to provide a clear written criteria for counting and reporting of the units of measure for the determination of the cost of service for each Member Agency.

III. POLICY

The Policy of the LiSWA for establishing the units of measurement for the determination of the cost of service for the Member Agency is provided in three parts; (1) the Definition of Unit for Cost of Service; (2) Standard Factors for the units; and (3) the updating and reporting of the units.

A. Definition of Unit for Cost-of-Service

The Wastewater Treatment and Reclamation Unit ("**WWTRU**") will be the unit of measure for determining the cost of service to each Member Agency. The WWTRU replaces all references to WWTRFs in the JPA, or any other document created by LiSWA or that was used during the establishment of the LiSWA.

B. WWTRU Standard Factors

The following table titled **LiSWA WWTRU Standard Factors** details the appropriate WWTRU factor for each connection into the wastewater system for the purpose of calculating the total WWTRUs contributing to the wastewater facility operated by LiSWA.

LiSWA WWTRF Standard Factors		
Ordinance Code Types of Service	Matched Land Use Code Descriptions	LiSWA WWTRF Factors
Residential		
Single-Family Residential	SINGLE FAM RES, HALF PLEX	1 WWTRF per dwelling unit
	RESIDENCE ON COMMERCIAL LAND	
	RESIDENTIAL, AUXILIARY IMP	
	SINGLE FAM RES, CONDO	
Multi-Family Residential	APARTMENTS, 4 UNITS OR MORE	0.714 WWTRF per dwelling unit
	3 SINGLE FAM RES, TRIPLEX	
Duplex	2 SINGLE FAM RES, DUPLEX	0.771 WWTRF per dwelling unit
Mobile homes	MOBILE HOME PARK	0.714 WWTRF per space
	MOBILE HOME IN M H PARK	
	MOBILE HOME OUTSIDE OF PARK	
--	RV Parks ^(a)	0.357 WWTRF per space
Active Adult Residential	^(b)	0.714 per Single Family Dwelling
Hotel/Motel with kitchen	HOTELS, MOTELS, RESORTS	1 WWTRF per dwelling unit
Hotel/Motel without kitchen	HOTELS, MOTELS, RESORTS	0.5 WWTRF per dwelling unit
Low density		
Parking garages	PARKING LOTS	1 WWTRF per 6,000 sq. ft.
Warehouses	WAREHOUSE	1 WWTRF per 6,000 sq. ft.
Churches without kitchen or meeting hall	CHURCHES	1 WWTRF per 6,000 sq. ft.
--	MISC. PUBLIC BUILDINGS	1 WWTRF per 6,000 sq. ft.
Medium density		
Storage facilities	MINI-STORAGE, COVERED STORAGE	1 WWTRF per 3,000 sq. ft. of office space(c)
Theaters	THEATER, BOWLING ALLEY	1 WWTRF per 3,000 sq. ft.
Bowling/entertainment centers (without kitchen)		
Offices	OFFICE GENERAL	1 WWTRF per 3,000 sq. ft.
	OFFICE CONDO	
Auditoriums, halls, and lodges	LODGES, HALLS	1 WWTRF per 3,000 sq. ft.

Low usage retail stores (hardware, appliance, furniture)	COMMERCIAL STORE	1 WWTRF per 3,000 sq. ft.
Retail stores	SHOPPING CENTER	1 WWTRF per 3,000 sq. ft.
Barber/beauty shops (with lavatories)	SUBURBAN STORE	1 WWTRF per 3,000 sq. ft.
Banks and financial offices	BANKS, S&L'S, CREDIT UNION	1 WWTRF per 3,000 sq. ft.
--	UTILITIES, PUBLIC & PRIVATE	1 WWTRF per 3,000 sq. ft.
--	AUTO SALES, REPAIR	1 WWTRF per 3,000 sq. ft.
--	LIGHT INDUSTRIAL	1 WWTRF per 3,000 sq. ft.
--	MISCELLANEOUS INDUSTRIAL	1 WWTRF per 3,000 sq. ft.
High density		
Markets (without disposal)	MINI-MARKETS, NO GAS	1 WWTRF per 1,500 sq. ft.
Markets (with disposal)		1 WWTRF per 1,500 sq. ft.
Medical/dental offices	OFFICE MEDICAL/DENTAL	1 WWTRF per 1,500 sq. ft.
Sports/fitness centers	TENNIS, SWIMMING CLUBS	1 WWTRF per 1,500 sq. ft.
Schools	SCHOOLS	1 WWTRF per 1,500 sq. ft.
	DAY CARE CENTERS	1 WWTRF per 1,500 sq. ft.
Service stations	MINI-MARKET WITH GAS	1 WWTRF per 1,500 sq. ft.
	SERVICE STATION	
--	AIRPORT	1 WWTRF per 1,500 sq. ft.
--	HEAVY INDUSTRIAL	1 WWTRF per 1,500 sq. ft.
--	MINING QUARRY	1 WWTRF per 1,500 sq. ft.
--	CAMPS & PARKS, GENERAL	1 WWTRF per 1,500 sq. ft.
--	MISCELLANEOUS RECREATIONAL	1 WWTRF per 1,500 sq. ft.
--	NON-PROFIT CAMPS/PARKS	1 WWTRF per 1,500 sq. ft.
--	CEMETERIES	1 WWTRF per 1,500 sq. ft.
--	GOLF COURSE	1 WWTRF per 1,500 sq. ft.
Hospitals	HOSPITALS COMMUNITY	1 WWTRF per 1,500 sq. ft.
Rest home	HOSPITALS CONVALESCENT	1 WWTRF per 1,500 sq. ft.

Convalescent hospital		1 WWTRF per 1,500 sq. ft.
Memory care facility		1 WWTRF per 1,500 sq. ft.
Special commercial users		
Carwashes	Carwashes ^(a)	1 WWTRF per 200 sq. ft
Laundromats	Laundromats ^(a)	1 WWTRF per 200 sq. ft
Restaurants, bakeries, cafes	RESTAURANTS, COCKTAIL LOUNGES	1 WWTRF per 350 sq. ft
	FAST FOOD RESTAURANT	
Bars	RESTAURANTS, COCKTAIL LOUNGES	1 WWTRF per 350 sq. ft
Mortuaries	Mortuaries ^(a)	1 WWTRF per 250 sq. ft
--	COMMON AREA	0 WWTRF
--	VACANT	0 WWTRF
Permitted Significant Industrial Users		
Low Strength - High Quantity		$\text{gpd flows} / (((\text{gpd flows} - 25,000) / 1000) \times 2.15 + 215)$
High Strength		$(\text{gpd} / 215) \times (0.61 + (\text{BOD} / 200) \times 0.22 + (\text{TSS} / 200) \times 0.17) + \text{special treatment or handling costs}$
<p>(a) Not a current Land Use Code Description</p> <p>(b) Active Adult Residentials assigned 0.714 WWTRFs per dwelling unit regardless of Land Use Code Description.</p> <p>(c) WWTRFs assigned solely based on square footage of office space.</p> <p>gpd = gallons per day</p> <p>BOD = Biological Oxygen Demand</p> <p>TSS = Total Suspended Solids</p>		

C. Reporting

The JPA established the beginning cost allocation to the Member Agencies based upon respective EDU contributions to the WWTRF. The reference of EDU in the calculation is equivalent to a WWTRU defined in this policy.

The initial cost allocation for LiSWA is as follows:

8,338 (County) WWTRUs / 22,194 (City) WWTRUs
8,338 + 22,194 = 30,532 Total WWTRUs
8,332 / 30,532 = 27.3% (County)
22,194 / 30,532 = 72.7% (City)

This is based on the active connections as of 08/31/2022, as stated in the JPA.

Each Member Agency shall provide to LiSWA at the end of each quarter of the year, a report including current and new connections to their wastewater system and their associated WWTRUs for that type of connection based on the factors in the table above titled LiSWA WWTRU Standard Factors.

The first report to LiSWA shall be provided no later than June 30, 2023, and shall account for all WWTRU's connected from August 31, 2022 to March 31, 2023.

Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 04/14/23 Regular Board Meeting
SUBJECT: LiSWA Resolution 2023-02 Wastewater Charges

On Monday, March 20, 2023, a Cost-of-Service Study and Proposition 26 notice was delivered to the City and the County. After concerns were expressed about referring to these as “rates” and reviewing the Joint Powers Agreement, the study and the notice were updated to “charges” to reflect the spirit and intent of the Joint Powers Agreement. The updates were sent on March 27, 2023.

The study has been discussed with both the City and the County. One of the unique and challenging aspects of this initial study and establishing initial charges is that LiSWA was established with only a cost sharing basis established. The initial study recommended establishing a rate for the beginning months in the same way as those going into the future. This has shown to be problematic for the City and County as their retail rates have not reflected the additional cost of collecting funds for capital projects and future debt service. The recommendation to resolve this is to reconcile the cost of providing service from December 1, 2022 to June 30, 2023, then use the adopted charges going forward.

West Yost is working with the design engineer from Stantec on the peer review. There is still more evaluation to be done before a recommendation can be made. I still believe it is important for LiSWA to set a rate that not only provides funding for the first phase but builds a reserve for unforeseen repairs and future capital projects.

My recommendation is for the Board to adopt charges based upon the medium scenario. This recommendation has been discussed with City and County staff. They are generally in support but have expressed some concerns that the current rates and the gap of time before any new rates are effective will leave them with a shortfall early on. An alternative to the recommendation could be to use the low scenario for the first year of charges effective July 1, 2023. The Board will have the flexibility at the meeting to consider alternatives to the recommended charges.

The following table provides my recommendation:

Recommended Charge per EDU per Month				
FYE	Effective Date	Operations Charge	Capital/Debt Charge	Total Charge
2023	12/01/2022	Actual Cost of Service distributed to Member Agencies based on 03/31/2023 WWTRU report		
2024	07/01/2023	\$ 23.47	\$ 11.09	\$ 34.56
2025	07/01/2024	\$ 24.18	\$ 11.42	\$ 35.60
2026	07/01/2025	\$ 24.90	\$ 11.77	\$ 36.67
2027	07/01/2026	\$ 25.65	\$ 12.12	\$ 37.77

Recommended form of motion:

“I move approval to adopt Resolution 2023-02, making findings, establishing wastewater charges, providing for collection of service charges and taking related actions as presented (or as amended).”

RESOLUTION NO. 2023-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LINCOLN SMD-1 WASTEWATER AUTHORITY MAKING FINDINGS, ESTABLISHING WASTEWATER SERVICE CHARGES, PROVIDING FOR COLLECTION OF SERVICE CHARGES AND TAKING RELATED ACTIONS

WHEREAS, the Lincoln SMD-1 Wastewater Authority (“LiSWA” or “Authority”) is a joint powers agency organized and operating pursuant to the provisions of the Constitution and the laws of the State of California (“State”); and

WHEREAS, the LiSWA was established pursuant to a Joint Powers Agreement (“JPA”) entered into by and between the City of Lincoln (“City”) and the County of Placer (“County” and collectively with the City, the “Member Agencies” and each a “Member Agency”); and

WHEREAS, the Authority was established to provide for a method of provision of wastewater services to the Member Agencies; and

WHEREAS, the City and the County each have statutory authority to adopt, impose and collect charges for services provided and the Authority was granted such authority through the terms of the JPA; and

WHEREAS, following the formation of the Authority, and the establishment of the Authority’s organization and staff, Authority staff undertook to review an examination of the costs of provision of wastewater services to the Member Agencies; and

WHEREAS, as a component of cost allocation, the Authority has adopted a Unit Definition for Costs of Service Calculation and Reporting Policy (“Policy”) and has established a cost allocation process for providing the Member Agencies with their respective wastewater services costs and has procedures in place (which may, in the future, be amended) for the payment thereof; and

WHEREAS, utilizing the provisions of the Policy, Authority staff undertook to review the total costs of the provision of services to the Member Agencies including the costs of capital replacement, repair and refurbishment, anticipated future debt service, operational costs, utility costs, administrative costs, necessary funding of designated reserves and related costs and necessary changes related thereto (collectively, the “Wastewater Service Charge(s)”); and

WHEREAS, pursuant to directives of the Board and the requirements of California Government Code (“Government Code”) Section 66016(a), Authority staff provided written notice to the Member Agencies regarding the consideration of the Wastewater Services Charge adoption, which notice was provided as of March 24, 2023, to the Member Agencies and was also provided by posting to the LiSWA website ([www https://www.lincolnca.gov/en/liswa.aspx](https://www.lincolnca.gov/en/liswa.aspx)); and

WHEREAS, taking into consideration these various factors, the members of the Board of Directors of the Authority (“Board”) have been provided with information concerning the costs of wastewater services in the form of the Initial Wastewater Costs of Service Setting Report dated as of March 24, 2023 (“Report”); and

WHEREAS, the Report was a part of the provision of such notice to the Member Agencies regarding the Wastewater Service Charge proceedings; and

WHEREAS, information to support the findings made by the Board within this Resolution has been prepared by Authority staff and consultants, made available to any member of the public, or Member Agency, who requested such information and has been presented to the Board as part of its consideration of this matter; and

WHEREAS, the Board desires to make certain findings and determinations in connection with the setting of the Authority’s Wastewater Service Charges as set forth herein; and

WHEREAS, the Board desires to authorize the setting of the Authority’s Wastewater Service Charges, on the basis set forth herein, to be effective as set forth within this Resolution and the charge schedule attached hereto.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE LINCOLN SMD-1 WASTEWATER AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are each true and correct and are incorporated herein.

Section 2. Provision of Notice. The Authority provided to each of the Member Agencies the Report and written notice of the Board’s consideration to set and implement the proposed Wastewater Service Charges at this meeting. Such written notice was provided more than 14 days prior to the date hereof. Copies of the written notice provided to the Member Agencies is on file with the Authority Secretary. The Authority has complied with the requirements of Government Code Section 66016.

Section 3. Data and Information Relating to Determination to Adopt and Implement Wastewater Service Charges. The Board has been provided with, and/or had available to it, various reports, including, but not limited to, the Policy, the Report, data and information supporting the findings made herein. Reference is also made to those meetings held by the Board, and supporting documentation made available to the Board, the Member Agencies and members of the public, as part of the consideration by the Board for the adoption of the Wastewater Service Charges. Such data and information has been available, and made available, as applicable, to the Member Agencies and to members of the public desiring to review such, and is on file with the Authority’s Secretary and available for review upon public request. Such data and information includes, but is not limited to, the following:

- (a) The Authority’s adopted Fiscal Year 2022-23 Budget;

- (b) Financial projections relating to the Authority's financial and operating requirements, including, but not limited to, the costs and financing requirements for the Authority to meet its current and future facilities requirements, including capital costs, current and anticipated utilities costs and debt coverage and debt issuance expenses;
- (c) The Policy;
- (d) The Report; and
- (e) Financial considerations relating to the prudent and financially responsible level of the Authority's fiscal reserves, including policies relating thereto as established by this Board.

Section 4. Public Adoption. The foregoing information has been presented to the Board at open and public meetings thereof. This Resolution will be presented, discussed and acted upon at a regular open and public meeting of the Board conducted in accordance with applicable State law.

Section 5. Findings and Determinations. The Board hereby finds and determines as follows:

- (a) The Authority's current and projected finances, financial condition, and revenue requirements, based on information available to the Authority and the costs and projected financing requirements for the Authority to meet its future facilities and service requirements have been considered and the Board has adopted a balanced budget for Fiscal Year 2022-23. Correspondingly, the Board hereby finds and determines that the revenues derived from the Wastewater Service Charges set forth herein do not exceed the amounts required by the Authority to provide the wastewater services that the Authority provides to the Member Agencies.
- (b) The Authority's Wastewater Service Charges, as set forth herein, is part of an integrated finance and revenue system including projected expenditures, dedicated funds and other financial considerations. The Authority's Wastewater Service Charges are structured and implemented by the Authority in order to meet its financial obligations and responsibilities to operate, maintain, replace, restore and improve its wastewater systems and facilities, address anticipated Member Agency service needs, to meet its legal and operational obligations and requirements and to conduct its business, administrative and governmental operations.
- (c) The Authority's Wastewater Service Charges adopted and implemented hereby are not taxes under the provisions of the California Constitution inasmuch as the referenced Wastewater Service Charges are services provided directly to the Member Agencies on an allocated and proportional basis and do not exceed the reasonable costs to the Authority for the provision of such wastewater services.

Section 6. Authority for Action. The City and the County each have statutory authority to adopt, impose and collect charges for services provided. The JPA provides the Authority with power to adopt, impose and collect the Wastewater Services Charges.

Section 7. Adoption, Implementation and Effective Date of Wastewater Service Charges.

- (a) The Board hereby adopts the LiSWA Wastewater Service Charges as set forth in Attachment “A” to this Resolution, which is incorporated herein by this reference.
- (b) The Wastewater Service Charges shall apply to wastewater services provided by the Authority to the Member Agencies.
- (c) The Wastewater Service Charges shall apply to wastewater services provided by the Authority from and after July 1, 2023, with LiSWA anticipating that its costs from its inception on November 30, 2022 through June 30, 2023 will be reconciled by and between the Member Agencies such that LiSWA will receive payment for its costs during this time period. Authority staff shall reconcile the Wastewater Service Charges with amounts billed to, and paid by, each Member Agency from and after July 1, 2023 and the difference shall be billed or credited, as applicable.
- (d) The Authority’s adopted billing procedures, as such may be amended from time to time, shall be applicable to the collection of the Wastewater Service Charges following adoption of this Resolution.
- (e) The Board reserves the right to amend the Wastewater Service Charges in the future.

Section 8. CEQA Exemption. It is hereby found and determined that the Wastewater Service Charge adopted hereby is within the purposes set forth in Section 21080(b)(8) of the California Public Resources Code, including, but not by way of limitation, the purposes of meeting operating expenses, purchasing or leasing supplies, equipment or materials, meeting financial reserve needs and requirements, and obtaining funds for capital facilities necessary to maintain service to the Member Agencies and therefore are exempt from the requirements of the California Environment Quality Act pursuant to such Section 21080(b)(8).

Section 9. Other Actions. The Authority’s General Manager and other Authority officers and staff and the Authority’s consultants are hereby authorized and directed to take all necessary and appropriate actions as may be required or desirable to carry out the findings and directives of this Resolution.

Section 10. Partial Invalidity; Severability. If any one or more of the findings or directives set forth in this Resolution should be contrary to law, then such findings or directives, or such portions thereof, shall be null and void and shall be deemed separable from the

remaining findings and directives or portions thereof and shall in no way affect the validity of this Resolution or the other directives set out herein. The Board hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized and approved the findings or directives set forth herein irrespective of the fact that any one or more sections, paragraphs, subdivisions sentences, clauses or phrases of this Resolution or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 11. Effective Date. This Resolution shall be effective immediately upon adoption by the Board.

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DRAFT

ADOPTED, SIGNED AND APPROVED this 14th day of April, 2023.

THE BOARD OF DIRECTORS OF THE
LINCOLN SMD-1 WASTEWATER AUTHORITY

By: _____
President of the Board of Directors of the
Lincoln SMD-1 Wastewater Authority

ATTEST:

By: _____
Clerk of the Board of Directors of the
Lincoln SMD-1 Wastewater Authority

DRAFT

STATE OF CALIFORNIA)
) ss.
COUNTY OF PLACER)

I, George Barber, Secretary of the Board of Directors of the Lincoln SMD-1 Wastewater Authority, do hereby certify that the foregoing resolution was duly adopted by the Governing Board of said School District, at a meeting thereof duly and regularly held at the regular meeting place thereof on April 14, 2023, of which meeting all of the members of such Board had due notice and at which a majority thereof were present; at which a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law and that at said meeting said resolution was adopted by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary of the Board of Directors of the
Lincoln SMD-1 Wastewater Authority

ATTACHMENT "A"

SCHEDULE OF ADOPTED WASTEWATER SERVICE CHARGES

	Recommended Charge per EDU per Month			
FYE	Effective Date	Operations Charge	Capital/Debt Charge	Total Charge
2023	12/01/2022	Actual Cost of Service distributed to Member Agencies based on 03/31/2023 WWTRU report		
2024	07/01/2023	\$ 23.47	\$ 11.09	\$ 34.56
2025	07/01/2024	\$ 24.18	\$ 11.42	\$ 35.60
2026	07/01/2025	\$ 24.90	\$ 11.77	\$ 36.67
2027	07/01/2026	\$ 25.65	\$ 12.12	\$ 37.77



Lincoln-SMD1 Wastewater Authority (LiSWA) Initial Wastewater Cost of Service Setting Report

MARCH 24, 2023- AMENDMENT

Lincoln SMD-1 Wastewater Authority

Authored by: George Barber

General Manager for LiSWA

PE # C51332

LiSWA Initial Cost of Service Setting Report

Introduction

The Lincoln SMD-1 Wastewater Authority (LiSWA) was established on November 30, 2022, by the execution of a Joint Powers Agreement (JPA) between the City of Lincoln (City) and the County of Placer (County). The purpose of this Report is to provide the basis for setting of wastewater services cost of service to be charged to the member entities. The charge will be based upon each equivalent dwelling unit (EDU) being served by LiSWA's member agencies. The basis for the calculation of EDUs will be established by separate policy. This Report does not contemplate a connection charge which may be evaluated in the future.

LiSWA Initial Budget

The initial budget was adopted by the LiSWA Board on February 3, 2023, and the budgetary limits, fund allocations and working financial presumptions were incorporated into this Report as part of the basis for setting the cost of service. The operations and maintenance of LiSWA is budgeted to be \$8,350,000 and is currently projected to escalate annually at 3.00 % per year. Details of the budget can be found in Attachment A, the Financial Analysis Model output.

LiSWA Wastewater Treatment Plant Upgrade/Expansion

Planning has been ongoing for necessary upgrades and expansion of the LiSWA wastewater treatment plant for some time. The exact determination of what should be built in the first phase is being evaluated at this time. Changes in discharge requirements and the characteristic of the influent makes it prudent to evaluate the appropriate changes needed at the plant. This Report contemplates various alternatives for Plant construction, with the most likely scenario being somewhere between minimal and maximum expansion ideas that have been discussed by the member agencies and described below but are subject to further discussion and a pending engineering evaluation.

Three alternatives are evaluated, the first being the original plans (medium projection), the second being the original plus the addition of filters and dissolved air floatation treatment (DAFT) in Phase I (high projection), and an option that includes the least amount of construction based on operations input (low projection). The ultimate construction plans are expected to have construction costs fall within the range of high and low. The estimates are provided in Attachment B.

Financial Analysis Model

A Financial Analysis Model (Attachment A) was developed during the formation of LiSWA with the assistance of LiSWA's Municipal Financial Advisor, Fieldman Rolapp and Associates (Fieldman) when they were under contract with the City. This model was updated using the current LiSWA budget and evaluating a high, medium, and low construction projected costs for the Plant expansion. The model can be updated rather quickly once the final construction/capital cost estimate is determined.

To assist with this Report, Fieldman provided recommended working assumptions that include a Cost of Service Inflation Factor of 3% and a bond interest rate of 5.5% for a 30 year term. The initial number of EDU's used for the analysis is taken from the JPA and is 30,532. The EDU's are assumed to grow at 1% annually.

Results and Projections

The output of the model provides a range of wastewater services cost of service charges in the initial year between \$29.88 and \$35.76 per EDU per month. This is consistent with the charge of \$34.65 per EDU per month provided in the anticipated budget during formation (Attachment C).

The projected five-year cost of service charges under the three scenarios for the Plant are shown below.

Project Costs, Phases I and II

	High Scenario	Medium Scenario	Low Scenario
Phase I	\$47,510,000	\$36,680,000	\$18,560,000
Phase II	<u>\$11,150,000</u>	<u>\$21,980,000</u>	<u>\$40,110,000</u>
Total	\$58,660,000	\$58,660,000	\$58,670,000

Charge Per EDU Per Month With Debt

	High Scenario	Medium Scenario	Low Scenario
FYE			
2023	\$35.76	\$33.56	\$29.88
2024	\$36.83	\$34.56	\$30.77
2025	\$37.93	\$35.60	\$31.70
2026	\$39.07	\$36.67	\$32.65
2027	\$40.25	\$37.77	\$33.63

Recommendation

The LiSWA Board of Directors (Board) will make a final decision on the Plant’s project alternatives in order to move forward with Phase I after input from a peer review which is currently underway. Regardless of what is built in Phase I, additional upgrades and improvements will be needed in the future. The recommendation is to set wastewater services charges that include funding for capital replacement, repair and replacement, future debt service and operations.

The calculated charges in the model reflect an inflation rate of 3%. It is recommended the Board adopt an inflation index appropriate to the industry. As an example, the Federal Reserve Bank of St. Louis provides a Consumer Price Index for All Urban Consumers of Water, Sewer, and Trash Collection Services in US City Averages. For the past 5 calendar years, the average annual inflation rate according to this index is 3.71%.

The operations portion of the charge is proposed to be \$22.79 per EDU per month in year one, growing at 3% per year to \$25.65.

The recommendation is to adopt the Medium Scenario charge for five years and dedicate the difference between the charge for operations and the adopted charge for capital and debt being dedicated to capital projects, repair and replacement, debt expenses and debt service.

	Recommended Charge per EDU per Month			
FYE	Effective Date	Operations Charge	Capital/Debt Charge	Total Charge
2023	12/01/2022	\$ 22.79	\$ 10.77	\$ 33.56
2024	07/01/2023	\$ 23.47	\$ 11.09	\$ 34.56
2025	07/01/2024	\$ 24.18	\$ 11.42	\$ 35.60
2026	07/01/2025	\$ 24.90	\$ 11.77	\$ 36.67
2027	07/01/2026	\$ 25.65	\$ 12.12	\$ 37.77

**Financial Analysis Model Output
Attachment A**

LiSWA Financial Analysis		Adopted	Budget	Projected	Projected	Projected
EXPENDITURES		Budget	Budget	Projected	Projected	Projected
		FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027
JPA Board members (\$200/member/mtg/mo)		-	-	-	-	-
OTHER STAFF (includes Admin Allocation)						
RENTS AND LEASES - PROPERTY		-	-	-	-	-
RENTS AND LEASES - LAND		57,400	57,400	57,400	57,400	57,400
COMPUTERS AND SOFTWARE						
Cyber security/VPN		10,000	10,300	10,609	10,927	11,255
Subscriptions (microsoft, adobe, etc.)		5,000	5,150	5,305	5,464	5,628
Internet (air fiber connection)		8,000	8,240	8,487	8,742	9,004
OFFICE EQUIPMENT (printers, phone system, etc.)		-				2,000
UTILITIES		1,691,000	1,741,730	1,793,982	1,847,801	1,903,235
MATERIALS/SUPPLIES			-	-	-	-
FUEL & OIL		8,800	9,064	9,336	9,616	9,904
CLOTHING		-	-	-	-	-
MAINTENANCE-JANITORIAL		-	-	-	-	-
COMMUNICATION			-	-	-	-
ADVERTISING/OUTREACH		7,500	7,725	7,957	8,195	8,441
Website		500	515	530	546	563
LEGAL FEES		-	20,000	20,000	20,000	20,000
CONSULTANT SERVICES						
GM Services - West Yost		375,000	375,000	386,250	397,838	409,773
Accounting/Audit- Placer County		5,000	5,150	5,305	5,464	5,628
Operations Contract		5,470,955	5,635,084	5,804,136	5,978,260	6,157,608
Engineering		100,000	103,000	106,090	109,273	112,551
City Of Lincoln IT Services		70,000	72,100	74,263	76,491	78,786
Other general contract services		100,000	103,000	106,090	109,273	112,551
TRAVEL/MEETINGS		-	5,000	5,150	5,305	5,464
EQUIPMENT REPAIR/MAINT		5,000	5,150	5,305	5,464	5,628
FLEET MAINTENANCE		20,000	20,600	21,218	21,855	22,510
PRINTING/COPIES/POSTAGE/SUPPLIES		1,000	1,030	1,061	1,093	1,126
MEMBERSHIP DUES		1,000	1,030	1,061	1,093	1,126
INSURANCE		325,000	334,750	344,793	355,136	365,790
REGULATORY FEES		85,000	87,550	90,177	92,882	95,668
Rounding		3,845				
TOTAL O & M EXPENDITURES-----		8,350,000	8,608,568	8,864,503	9,128,116	9,401,637
HIGH SCENARIO						
APPROPRIATION FOR CONTINGENCIES						
CHEMICAL TREATMENT for order control						
CAPITAL PROJECTS (annual ave. excluding expansion)		548,965	548,965	548,965	548,965	548,965
ORDER CONTROL FACILITY (not currently used)						
DEBT (Phase 1 & 2, Scenario 1)		3,551,912	3,554,375	3,550,050	3,553,800	3,550,075
TOTAL EXPENDITURES-----		12,450,876	12,711,907	12,963,517	13,230,880	13,500,677
DEBT SERVICE COVERAGE AMOUNT (est for year 1 onl		\$ 650,000.00	\$ -	\$ -	\$ -	\$ -
TOTAL EDUs-----		30,532	30,837	31,146	31,457	31,772
CHARGE PER EDU PER MONTH WITH DEBT-----		\$ 35.76	\$ 36.83	\$ 37.93	\$ 39.07	\$ 40.25
INFLATION FACTOR-----			3.00%	3.00%	3.00%	3.00%
ESTIMATED REVENUES-----		13,100,876	13,628,842	14,178,084	14,749,461	15,343,864
CHARGE PER EDU PER MONTH W/O DEBT OR CAPITAL		\$ 22.79	\$ 23.47	\$ 24.18	\$ 24.90	\$ 25.65
ESTIMATED REVENUES W/O DEBT OR CAPITAL----		\$ 8,350,000				

**Financial Analysis Model Output
Attachment A**

MEDIUM SCENARIO					
APPROPRIATION FOR CONTINGENCIES					
CHEMICAL TREATMENT for order control					
CAPITAL PROJECTS (annual ave. excluding expansion)	548,965	548,965	548,965	548,965	548,965
ORDER CONTROL FACILITY (not currently used)					
DEBT (Phase 1 & 2, Scenario 1)	2,745,803	2,744,775	2,744,525	2,747,625	2,743,800
TOTAL EXPENDITURES-----	11,644,767	11,902,307	12,157,992	12,424,705	12,694,402
DEBT SERVICE COVERAGE AMOUNT (est for year 1 only)	\$ 650,000.00	\$ -	\$ -	\$ -	\$ -
TOTAL EDUs-----	30,532	30,837	31,146	31,457	31,772
CHARGE PER EDU PER MONTH WITH DEBT-----	\$ 33.56	\$ 34.56	\$ 35.60	\$ 36.67	\$ 37.77
INFLATION FACTOR-----		3.00%	3.00%	3.00%	3.00%
ESTIMATED REVENUES-----	12,294,767	12,790,246	13,305,693	13,841,913	14,399,742
CHARGE PER EDU PER MONTH W/O DEBT OR CAPITAL	\$ 22.79	\$ 23.47	\$ 24.18	\$ 24.90	\$ 25.65
ESTIMATED REVENUES W/O DEBT OR CAPITAL----	\$ 8,350,000				

LOW SCENARIO					
APPROPRIATION FOR CONTINGENCIES					
CHEMICAL TREATMENT for order control					
CAPITAL PROJECTS (annual ave. excluding expansion)	548,965	548,965	548,965	548,965	548,965
ORDER CONTROL FACILITY (not currently used)					
DEBT (Phase 1 & 2, Scenario 1)	1,397,638	1,397,050	1,396,650	1,395,425	1,398,375
TOTAL EXPENDITURES-----	10,296,602	10,554,582	10,810,117	11,072,505	11,348,977
DEBT SERVICE COVERAGE AMOUNT (est for year 1 only)	\$ 650,000.00	\$ -	\$ -	\$ -	\$ -
TOTAL EDUs-----	30,532	30,837	31,146	31,457	31,772
CHARGE PER EDU PER MONTH WITH DEBT-----	\$ 29.88	\$ 30.77	\$ 31.70	\$ 32.65	\$ 33.63
INFLATION FACTOR-----		3.00%	3.00%	3.00%	3.00%
ESTIMATED REVENUES-----	10,946,602	11,387,750	11,846,677	12,324,098	12,820,759
CHARGE PER EDU PER MONTH W/O DEBT OR CAPITAL	\$ 22.79	\$ 23.47	\$ 24.18	\$ 24.90	\$ 25.65
ESTIMATED REVENUES W/O DEBT OR CAPITAL----	\$ 8,350,000				

City of Lincoln
 WWTRF Expansion Phase 1 and 2 Opinions of Probable Cost

Attachment B - Construction Cost Estimate

Item	Costs per February 2023 Medium Scenario		Costs per February 2023 High Scenario		Costs per February 2023 Low Scenario	
	Phase 1	Phase 2	Phase 1	Phase 2	Phase 1	Phase 2
	7.1	8.0	7.1	8.0	7.1	8.0
Mgal/d	7.1	8.0	7.1	8.0	7.1	8.0
Influent Pump Station		\$402,321		\$402,321		\$402,321
Headworks - Grit Removal	\$2,314,616		\$2,314,616		\$2,314,616	
Oxidation Ditch Splitter Box	\$64,886		\$64,886		\$64,886	\$64,886
Oxidation Ditches	\$17,356,735		\$17,356,735		\$17,356,735	\$17,356,735
Secondary Clarifiers		\$10,081,697		\$10,081,697		\$10,081,697
RAS Pump Station		\$529,004		\$529,004		\$529,004
Maturation Pond Outlet Facilities	\$1,663,674		\$1,663,674		\$1,663,674	
Dissolved Air Floatation Clarifiers		\$4,315,557	\$4,315,557		\$4,315,557	
DAF Splitter Box		\$417,635	\$417,635		\$417,635	
DAF Float Pump Station		\$1,517,405	\$1,517,405		\$1,517,405	
DAF Recirculation Pump Station & Compressor		\$97,448	\$97,448		\$97,448	
Filter Feed Pump Station	\$270,331		\$270,331		\$270,331	
Tertiary Filters		\$4,482,610	\$4,482,610		\$4,482,610	
UV Disinfection	\$1,780,774		\$1,780,774		\$1,780,774	
Chemical Facilities		\$139,212		\$139,212		\$139,212
Solids Holding Tank	\$347,790		\$347,790		\$347,790	
Effluent Storage and Ancillary	\$11,526,804		\$11,526,804		\$11,526,804	\$11,526,804
Reclamation Filter & Chlorination Facility	\$1,350,992		\$1,350,992		\$1,350,992	
General Site Work						
Yard Piping and Appurtences						
Electrical & Instrumentation (incl. SCADA)						
Total Construction (rounded)	\$36,680,000	\$21,980,000	\$47,510,000	\$11,150,000	\$18,560,000	\$40,100,000
Total (rounded)	\$58,700,000		\$58,700,000		\$58,700,000	

(a) ENR 20-Cities Construction Cost Index (CCI) of 13,176.

Attachment C - Formation Budget

Budget For JPA Expenses

EXPENDITURES		Budget	Budget	Projected	Projected	Projected	Projected
		FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
	JPA Board members (\$200/member/mtg/mo)	19,200	19,200	19,200	19,200	19,200	19,200
	OTHER STAFF (includes Admin Allocation)						
52450	RENTS AND LEASES - PROPERTY	1,200	1,236	1,273	1,311	1,351	1,391
	RENTS AND LEASES - LAND	57,400	57,400	57,400	57,400	57,400	57,400
	COMPUTERS AND SOFTWARE						
	Cyber security/VPN	10,000	10,300	10,609	10,927	11,255	11,593
52240	Subscriptions (microsoft, adobe, etc.)	5,000	5,150	5,305	5,464	5,628	5,796
52800	Internet (air fiber connection)	7,800	8,034	8,275	8,523	8,779	9,042
52440	OFFICE EQUIPMENT (printers, phone system, etc.)	10,000				2,000	2,000
52800	UTILITIES	1,640,965	1,690,193	1,740,899	1,793,126	1,846,920	1,902,328
52160	MATERIALS/SUPPLIES	5,000	5,150	5,305	5,464	5,628	5,796
52170	FUEL & OIL	8,800	9,064	9,336	9,616	9,904	10,202
	CLOTHING	-	-	-	-	-	-
52190	MAINTENANCE-JANITORIAL	-	-	-	-	-	-
52040	COMMUNICATION	7,188	7,404	7,626	7,855	8,091	8,333
52570	ADVERTISING/OUTREACH	7,500	7,725	7,957	8,195	8,441	8,695
52370	LEGAL FEES	25,000	20,000	20,000	20,000	20,000	20,000
52360	CONSULTANT SERVICES						
52360	GM Services (TBD)	375,000	375,000	386,250	397,838	409,773	422,066
52360	Accounting Services (Eide Bailly)	2,500	2,500	2,500	2,500	2,500	2,500
52360	Audit Services	20,000	20,000	20,000	20,000	20,000	20,000
52380	Operations Contract	4,700,000	4,841,000	4,986,230	5,135,817	5,289,891	5,448,588
52380	Engineering	100,000	103,000	106,090	109,273	112,551	115,927
52308	R&R	500,000	515,000	530,450	546,364	562,754	579,637
52400	IT Business Services	96,000	96,000	96,000	96,000	96,000	96,000
52360	Other general contract services	60,000	50,000	50,000	50,000	50,000	50,000
52790	TRAVEL/MEETINGS	-	5,000	5,000	5,000	5,000	5,000
52160	EQUIPMENT REPAIR/MAINT	2,446	2,520	2,595	2,673	2,754	2,836
52160	FLEET MAINTENANCE	19,545	20,131	20,735	21,357	21,998	22,658
52320	PRINTING/COPIES/POSTAGE/SUPPLIES	1,000	1,030	1,061	1,093	1,126	1,159
52240	MEMBERSHIP DUES	-	-	-	-	-	-
	INSURANCE	70,000	72,100	74,263	76,491	78,786	81,149
53190	REGULATORY FEES	85,000	87,550	90,177	92,882	95,668	98,538
TOTAL O & M EXPENDITURES-----		7,836,544	8,031,688	8,264,535	8,504,368	8,753,396	9,007,835
APPROPRIATION FOR CONTINGENCIES							
CHEMICAL TREATMENT for order control							
CAPITAL PROJECTS (annual ave. excludng expansion)		532,000	532,000	532,000	532,000	532,000	500,000
ORDER CONTROL FACILITY (not currently used)							
DEBT (Phase 1 & 2, Scenario 1)		3,191,906	3,191,450	3,191,250	3,194,125	5,004,875	5,008,550
TOTAL EXPENDITURES-----		11,560,450	11,755,138	11,987,785	12,230,493	14,290,271	14,516,385
DEBT SERVICE COVERAGE AMOUNT (est for year 1 only \$		650,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EDUs-----		29,362	29,656	29,952	30,252	30,554	30,860
CHARGE PER EDU PER MONTH-----		\$ 34.65	\$ 35.69	\$ 36.77	\$ 37.87	\$ 39.00	\$ 40.17
INFLATION FACTOR-----			3.00%	3.00%	3.00%	3.00%	3.00%
ESTIMATED REVENUES-----		12,210,450	12,702,531	13,214,443	13,746,985	14,300,989	14,877,319

LINCOLN SMD-1 WASTEWATER AUTHORITY

NOTICE CONCERNING CONSIDERATION OF WASTEWATER SERVICES CHARGES

NOTICE IS HEREBY GIVEN by the **LINCOLN SMD-1 WASTEWATER AUTHORITY** (“Authority”) to City of Lincoln and County of Placer (collectively the “Member Agencies”) that the Board of Directors of the Authority (“Authority Board”) will conduct a public meeting on April 14, 2023, at 600 6th Street, Lincoln, California 95648, Third Floor City Council Chambers at 10:00 a.m. to receive information concerning proposed wastewater service charges of the Authority to the Member Agencies for such services provided to the Member Agencies. Representatives of the Member Agencies are invited to participate in this meeting and to present such comments and questions as they may have regarding such proposed wastewater service charges. Questions and comments may be submitted in writing to the Authority Secretary (as provided below) or orally at such meeting. It is requested that written comments and questions concerning the proposed wastewater services charges be submitted to the Authority by the close of business on April 10, 2023.

It is anticipated that following the provision of information, including, but not limited to the Report (as identified below), the Authority Board will take action to adopt charges for the wastewater services provided by the Authority to the Member Agencies and will make related findings and determinations thereon. The wastewater service charges are expected to be based upon that report entitled “LiSWA Initial Cost of Service Setting Report” (“Report”) as prepared by George Barber, RCE 51332 and in consultation with financial consultants. Copies of the Report may be reviewed/obtained by visiting the LiSWA website at <https://www.lincolnca.gov/en/liswa.aspx> or emailing George Barber at Gbarber@westyost.com. The proposed range of wastewater services charges are set forth in Attachment “A” to this Notice and incorporated herein by this reference. Such charges are based upon the total costs of providing such services by the Authority, including, but not limited to, administration and operational costs.

If adopted, the wastewater services charges would be in effect beginning on December 1, 2022 for services provided on and after December 1, 2022.

Written comments and questions may be submitted to the Authority Secretary at the following address:

Lincoln SMD-1 Wastewater Authority
600 Sixth Street
Lincoln, CA 95648

Dated: March 24, 2023

George Barber
Authority Secretary

ATTACHMENT "A"

PROPOSED WASTEWATER CHARGES

Recommended Charge per EDU per Month				
FYE	Effective Date	Operations Charge	Capital/Debt Charge	Total Charge
2023	12/01/2022	\$ 22.79	\$ 10.77	\$ 33.56
2024	07/01/2023	\$ 23.47	\$ 11.09	\$ 34.56
2025	07/01/2024	\$ 24.18	\$ 11.42	\$ 35.60
2026	07/01/2025	\$ 24.90	\$ 11.77	\$ 36.67
2027	07/01/2026	\$ 25.65	\$ 12.12	\$ 37.77

Low Scenario Charge per EDU per Month				
FYE	Effective Date	Operations Charge	Capital/Debt Charge	Total Charge
2023	12/01/2022	\$ 22.79	\$ 7.09	\$ 29.88
2024	07/01/2023	\$ 23.47	\$ 7.30	\$ 30.77
2025	07/01/2024	\$ 24.18	\$ 7.52	\$ 31.70
2026	07/01/2025	\$ 24.90	\$ 7.74	\$ 32.65
2027	07/01/2026	\$ 25.65	\$ 7.98	\$ 33.63

Medium Scenario Charge per EDU per Month				
FYE	Effective Date	Operations Charge	Capital/Debt Charge	Total Charge
2023	12/01/2022	\$ 22.79	\$ 10.77	\$ 33.56
2024	07/01/2023	\$ 23.47	\$ 11.09	\$ 34.56
2025	07/01/2024	\$ 24.18	\$ 11.42	\$ 35.60
2026	07/01/2025	\$ 24.90	\$ 11.77	\$ 36.67
2027	07/01/2026	\$ 25.65	\$ 12.12	\$ 37.77

High Scenario Charge per EDU per Month				
FYE	Effective Date	Operations Charge	Capital/Debt Charge	Total Charge
2023	12/01/2022	\$ 22.79	\$ 12.97	\$ 35.76
2024	07/01/2023	\$ 23.47	\$ 13.36	\$ 36.83
2025	07/01/2024	\$ 24.18	\$ 13.76	\$ 37.93
2026	07/01/2025	\$ 24.90	\$ 14.17	\$ 39.07
2027	07/01/2026	\$ 25.65	\$ 14.59	\$ 40.25

Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 04/14/23 Regular Board Meeting
SUBJECT: Consider Cancellation of June Regular Meeting and Set a Special Meeting

I have a family vacation planned for June that conflicts with the Regular Board Meeting. The most important item for June is the adoption of the 2023-24 Budget.

The planned Budget process is to present a draft at the May Board meeting for input and discussion and present the Final Budget for approval in June.

There are two options for consideration. The first is to take no action and hold the meeting with my backup Jim Mulligan. The second is to cancel the regular meeting and call for a special meeting at a later date. I will be available after June 19th.

Staff Recommendation:

Option #1- Take no action.

Option #2

“Motion to cancel June 9, 2023 Regular Board meeting and set a Special Board Meeting for June ____, 2023.”

Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 04/14/23 Regular Board Meeting
SUBJECT: Authorization for Budget Amendment and Execution of Necessary Documents for Insurance through Alliant Insurance Services, Inc.

Following this memo is a firm insurance proposal for coverage. The property insurance market costs have risen, resulting in an amount higher than previously estimated for our budget. The insurance team has told us that although the cost has risen, it is less than the City has been paying for covering what LiSWA will be taking over. The annual costs are as follows:


\$ 217,104.00 Property
\$ 100.00 Commercial Crime (\$10,000 limit)
\$ 27,840.00 Commercial General Liability
\$ 27,897.00 POML
\$ 15,994.00 Business Auto
\$ 24,491.00 Commercial Excess Liability
\$ 278.00 TRIA Premium (optional)
\$ 9,983.74 Surplus Lines Taxes & Fees
\$ 250.00 Provider Fee - Fully Earned
\$ 323,937.74 Total Cost

Cyber/Privacy Coverage is not included but they would be willing to offer, however, they can add if we bind for about \$1,200. It's just cyber liability only with NO perks (NO first party, NO cyber extortion, NO ransomware, etc.)

The proposal has a condition that the agreement with Stantec be updated to provide

Staff Recommendation:

“Amend the Budget for Insurance to \$330,000 and authorize the General Manager to execute the necessary documents for insurance coverage for LiSWA.”

The background of the top half of the page is a photograph of a modern glass building facade. The glass reflects the sky and surrounding environment. A person is visible walking on a balcony or walkway inside the building, silhouetted against the light. A large blue triangle graphic is overlaid on the left side of the image, pointing towards the top right.

Lincoln Sewer Maintenance District 1 Wastewater Authority (LiSWA)

2023 - 2024

Commercial Package Insurance Proposal

Presented on March 24, 2023 by:

Seth Cole, ARM
Senior Vice President

Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco, CA 94105
O 415 403 1400
F 415 874 4813

CA License No. 0C36861

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Company Profile

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant offers a comprehensive portfolio of services to clients, including:

- Risk Solutions
- Employee Benefits
 - Strategy
 - Employee Engagement
 - Procurement
 - Analytics
 - Wellness
 - Compliance
 - Benefits Administration
 - Global Workforce
- Industry Solutions
 - Construction
 - Energy and Marine
 - Healthcare
 - Law Firms
 - Public Entity
 - Real Estate
 - Tribal Nations
 - And many other industries
- Co-Brokered Solutions
 - Automotive Specialty
 - Energy Alliance Program
 - Hospital All Risk Property Program
 - Law Firms
 - Parking/Valet
 - Public Entity Property Insurance Program
 - Restaurants/Lodging
 - Tribal Nations
 - Waste Haulers/Recycling
- Business Services
 - Risk Control Consulting
 - Human Resources Consulting
 - Property Valuation

The knowledge that Alliant has gained in its more than eight decades of working with many of the top insurance companies in the world allows us to provide our clients with the guidance and high-quality performance they deserve. Our solution-focused commitment to meeting the unique needs of our clients assures the delivery of the most innovative insurance products, services, and thinking in the industry.

Alliant ranks among the 15 largest insurance brokerage firms in the United States.

Alliant Advantage

	Alliant	Competition
1. Satisfying the insurance needs of business for nearly 90 years	✓	
2. Privately owned and operated.	✓	
3. A full-service insurance agency for all your business, life and health, and personal insurance.	✓	
4. Representing over 40 insurance companies to provide the best and most affordable coverage.	✓	
5. State-licensed support staff.	✓	
6. Dedicated Certificate of Insurance personnel.	✓	
7. Risk management services to help identify hazards and present options.	✓	
8. Workers' compensation insurance claims management at no additional charge.	✓	

Your Service Team

Seth Cole, ARM
Senior Vice President
scole@alliant.com

Phone: 415 403 1419

Thary Ou
Assistant Account Manager
tou@alliant.com

Phone: 415 403 1433

Steve Davidson
Account Representative
steve.davidson@alliant.com

Phone: 415 855 8563

Named Insured / Additional Named Insureds

Named Insured(s)

Lincoln Sewer Maintenance District 1 Wastewater Authority

Additional Named Insured(s)

None

NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- **Are ALL entities listed as named insureds?** Coverage is **not** automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

Schedule of Locations and Vehicles

Loc #	Bldg #	Address	City	State	Zip
		As per schedule on file.			

Line of Coverage

Commercial Package Coverage

INSURANCE COMPANY:	Homesite Insurance Company
A.M. BEST RATING:	A (Excellent), Financial Size Category: XV (\$2 Billion or greater) as of September 30, 2022
CALIFORNIA STATUS:	Non-Admitted
PROPOSED POLICY/COVERAGE TERM:	TBD

Property

Form:	<ul style="list-style-type: none"> • Special Causes of Loss • Proprietary • Integrated
Total Insured Value:	\$ 86,514,016
Coinsurance:	Not Applicable
Limits:	
Blanket Property (Real Property & Business Personal Property)	\$ 86,514,016
Blanket Coverage Extension: <i>A separate blanket limit that applies to the following coverages: Business Income, Extended Business Income, Commandeered Property, Civil Authority, Extra Expense, Tenant Leasehold Interest, Electronic Data, Preservation of Property</i>	\$ 2,000,000
Equipment Breakdown / Boiler & Machinery	Included
Mobile Equipment (Scheduled)	\$262,132
Mobile Equipment (unscheduled, maximum \$10,000 any one item)	\$ 100,000
Mobile Equipment (borrowed, rented & leased)	\$ 50,000
Earthquake (earth movement excluded)	N/A
Flood Zone (low/moderate)	N/A
Flood Zone (high)	N/A
Wind/Hail	\$ 81,514,016

Commercial Package Coverage - Continued

Sub-Limits:

Accounts Receivable	\$	500,000
Valuable Papers and Records	\$	500,000
Contamination	\$	250,000
Tools and Equipment Owned by Your Employees	\$	5,000
Personal Effects and Property of Others	\$	5,000
Outdoor Property (unscheduled)	\$	100,000
Solar Panels	\$	5,000,000
New Locations or Newly Constructed Property	\$	1,000,000
Business Personal Property at New Locations	\$	1,000,000
Utility Services - Direct Damage	\$	250,000
Utility Services – Business Income and Extra Expense	\$	250,000
Dependent Business Premises	\$	250,000
Property at Other Locations	\$	250,000
Pollution Remediation Expense (specified cause of loss)	\$	250,000
Pollution Remediation Expense (covered cause of loss)	\$	100,000
Contract Penalties	\$	100,000
SCADA Upgrades	\$	100,000
Property in Transit	\$	100,000
Backup/Overflow of Water from Sewer, Drain, Sump	\$	250,000
Fine Arts	\$	25,000
Limited Coverage for “Fungus”, Wet Rot or Dry Rot	\$	50,000
Trees, Shrubs & Plants (maximum \$1,000 any one item)	\$	25,000
Indoor and Outdoor Signs (unscheduled)	\$	N/A
Arson Reward	\$	10,000
Fire Department Service Charge	\$	25,000
Non-Owned Detached Trailers	\$	5,000
Cost of Inventory or Adjustment	\$	5,000
Patterns, Dies, Molds, Forms	\$	2,500
Fire Protection Devices	\$	25,000
Debris Removal		25% of debris removal expense + \$250,000

Commercial Package Coverage - Continued

Sub-Limits - Continued:

Ordinance or Law Provision	Included in the property limits – 100% of scheduled limit
Key and Lock Replacement Expenses	\$ 25,000
Unintentional Errors	\$ 250,000
Rental Reimbursement – Mobile Equipment	\$ 5,000
Water Contamination Notification Expense	\$ 5,000

Deductibles:

Property	\$ 100,000
Mobile Equipment	\$ N/A
Solar Panels	\$ 250,000
Equipment Breakdown (aboveground & less than 50 feet belowground)	\$ 100,000
Equipment Breakdown (greater than 50 feet belowground)	\$ 100,000
Earthquake (earth movement excluded)	N/A
Flood Zone (low/moderate) (per occurrence)	N/A
Flood Zone (high) ¹ (per occurrence)	N/A
Flood Zone (high) ¹ (per damaged structure / per occurrence)	N/A
¹ the greater of the deductibles will be applied	
Wind/Hail ² (per occurrence minimum)	N/A
Wind/Hail ² (per premise / per occurrence)	N/A
² the greater of the deductibles will be applied	

Policy Highlights:

- Blanket Property Limits & Blanket Coverage Extension Limits
- No Coinsurance Penalty
- Equipment Breakdown
- Broad Definition of Covered Property
- Proprietary Coverage Extensions

Valuation:

- Replacement Cost: Real Property & Business Personal Property
- Actual Cash Value: Mobile Equipment
- Actual Loss Sustained: Loss of Income & Expenses
- Market Price: Fine Arts

Commercial Package Coverage - Continued

Note: | Earthquake and Flood coverages are excluded.

Commercial Crime

Form:

Rating Basis:

- Proprietary & Integrated
- On file with underwriter
- Non-auditable

Limits:

Employee Theft	\$	10,000
Forgery or Alteration	\$	10,000
Inside the Premises - Theft of Money and Securities	\$	10,000
Inside the Premises - Robbery or Safe Burglary or Other Property	\$	5,000
Outside the Premises	\$	10,000
Computer Fraud	\$	10,000
Funds Transfer Fraud	\$	10,000
Money Orders & Counterfeit Paper Currency	\$	10,000

Deductible:

\$ 1,000 each claim

Optional Limits:

\$ 100,000	each claim ³	\$ 250.00	additional premium ⁶
\$ 250,000	each claim ^{3,4}	\$ 500.00	additional premium ⁶
\$ 500,000	each claim ^{3,4,5}	\$ 750.00	additional premium ⁶
\$ 1,000,000	each claim ^{3,4,5}	\$ 1,000.00	additional premium ⁶

³Inside the Premises – Robbery or Safe Burglary or Other Property sublimited to \$5,000.

⁴Computer Fraud, Funds Transfer Fraud, and Money Orders & Counterfeit Paper Currencies sublimited to \$100,000.

⁵Forgery or Alteration, Inside the Premises – Theft of Money and Securities, and Outside the Premises sublimited to \$250,000.

⁶plus Surplus Lines Taxes & Fees.

Commercial Package Coverage - Continued

Policy Highlights:

- Separate Limits Apply to Each Coverage
- Coverage Extended to Directors and Authorized Volunteers
- Faithful Performance

Commercial General Liability

Form:

- Occurrence
- Defense Costs Outside the Limit
- Proprietary & Integrated

Rating Basis:

- On file with underwriter
- Non-auditable

Limits:

Per Occurrence	\$ 1,000,000
General Aggregate	\$ 3,000,000
Limits - Continued:	
Products & Completed Operations Aggregate	\$ 3,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 1,000,000
Medical Payments	\$ 10,000

Deductible:

\$ 25,000 Per Occurrence or Offense including expenses

Defense Inside/Outside the Limit:

Per Policy

Who has the Duty to Defend:

Insurer

Policy Highlights:

- Duty to Defend
- Broad Definition of Insured
- Blanket Additional Insured Endorsement
- Water & Wastewater Testing Errors & Omissions
- Expanded Pollution Liability
- Failure to Supply (no ISO limitation)
- Lead (potable water)

Commercial Package Coverage - Continued

Special Coverages:

- Waterborne Asbestos (potable water)
- Product Recall
- Impaired Property
- Fungi & Bacteria
- Per Location Aggregate

- Water & Wastewater Testing Errors & Omissions
- Failure to Supply
- Waterborne Asbestos
- Contractual Liability - Railroads
- Pollution
- Damage to Impaired Property or Property Not Physically Injured
- Fungi or Bacteria
- Recall of Products, Work or Impaired Property
- Inverse Condemnation Exception

Public Officials & Management Liability

Form:

- Occurrence
- Proprietary & Integrated
- Defense Costs Outside the Limits of Liability

Limits:

Wrongful Acts	\$ 1,000,000 per act
Employment Practices (including third party discrimination)	\$ N/A
Employee Benefit Plans	\$ N/A
Injunctive Relief	\$ 5,000 per act
	\$ 3,000,000 aggregate limit

Privacy Liability and Network Risk⁷:

Privacy & Network Security Wrongful Acts (Coverage A Only):	\$ 1,000,000 per act
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⁷Coverage provided for Privacy Liability & Network Risk Coverage is issued on a claims

Commercial Package Coverage - Continued

made basis with defense inside the limit of liability. Coverage is limited only to the Primary Policy.

Deductible:	\$ 25,000 Each Wrongful Act or Offense including expenses \$ 1,000 Privacy Liability
Defense Inside/Outside the Limit:	Outside the Limit
Who has the Duty to Defend:	Insurer
Policy Highlights:	<ul style="list-style-type: none"> • Duty to Defend • Broad Definition of Named Insured including Past and Future Employees • Outside Directorship • Inverse Condemnation Exception

Business Auto

Form:	<ul style="list-style-type: none"> • ISO Business Auto • Proprietary Auto 																											
Limits:	<table border="0"> <tr> <td style="padding-right: 20px;">Combined Single Limit for Bodily Injury & Property Damage (each accident) – Symbol 1</td> <td style="padding-right: 20px;">\$</td> <td>1,000,000</td> </tr> <tr> <td>Hired Auto Liability - Symbol 8</td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td>Non-Owned Auto Liability - Symbol 9</td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td>“No-Fault” or Statutory Personal Injury Protection (each person)</td> <td></td> <td>N/A</td> </tr> <tr> <td>Medical Payments - Symbol 2</td> <td>\$</td> <td>5,000</td> </tr> <tr> <td>Uninsured / Underinsured Motorists - Symbol 2</td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td>Hired Physical Damage - Symbol 8</td> <td>\$</td> <td>100,000</td> </tr> <tr> <td>Owned Physical Damage – Comprehensive - Symbol 2</td> <td></td> <td>ACV</td> </tr> <tr> <td>Owned Physical Damage – Collision - Symbol 2</td> <td></td> <td>ACV</td> </tr> </table>	Combined Single Limit for Bodily Injury & Property Damage (each accident) – Symbol 1	\$	1,000,000	Hired Auto Liability - Symbol 8	\$	1,000,000	Non-Owned Auto Liability - Symbol 9	\$	1,000,000	“No-Fault” or Statutory Personal Injury Protection (each person)		N/A	Medical Payments - Symbol 2	\$	5,000	Uninsured / Underinsured Motorists - Symbol 2	\$	1,000,000	Hired Physical Damage - Symbol 8	\$	100,000	Owned Physical Damage – Comprehensive - Symbol 2		ACV	Owned Physical Damage – Collision - Symbol 2		ACV
Combined Single Limit for Bodily Injury & Property Damage (each accident) – Symbol 1	\$	1,000,000																										
Hired Auto Liability - Symbol 8	\$	1,000,000																										
Non-Owned Auto Liability - Symbol 9	\$	1,000,000																										
“No-Fault” or Statutory Personal Injury Protection (each person)		N/A																										
Medical Payments - Symbol 2	\$	5,000																										
Uninsured / Underinsured Motorists - Symbol 2	\$	1,000,000																										
Hired Physical Damage - Symbol 8	\$	100,000																										
Owned Physical Damage – Comprehensive - Symbol 2		ACV																										
Owned Physical Damage – Collision - Symbol 2		ACV																										

Commercial Package Coverage - Continued

Policy Highlights:

- Fleet Automatic Coverage
- Commercial Auto 360 Endorsement
- Pollution Liability – Broaden Coverage for Covered Autos

Deductible:

Liability	None
Comprehensive	\$ 1,000
Collision	\$ 1,000

Commercial Excess Liability

Form:

- Proprietary
- Following Form

Limits:

\$4,000,000 / \$4,000,000

Rating Basis:

- On file with underwriter
- Non-auditable

Defense Inside/Outside the Limit:

Per Policy

Who has the Duty to Defend:

Per Policy

Scheduled Underlying Policies:

- Commercial General Liability - Yes
- Hired and Non-Owned Auto Liability - Yes
- Public Officials & Management Liability - Yes
- Wrongful Acts - Yes
- Employment Practices - No
- Employee Benefit Plans - No
- Owned Auto Liability - Yes
- Employer's Liability (minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000) - No

Notable Exclusion:

Workers' Compensation

Commercial Package Coverage - Continued

Total Cost:

\$ 217,104.00	Property
\$ 100.00	Commercial Crime (\$10,000 limit)
\$ 27,840.00	Commercial General Liability
\$ 27,897.00	POML
\$ 15,994.00	Business Auto
\$ 24,491.00	Commercial Excess Liability
\$ 278.00	TRIA Premium (optional)
\$ 9,983.74	Surplus Lines Taxes & Fees
\$ 250.00	Provider Fee - Fully Earned
\$ 323,937.74	Total Cost

Minimum Earned Premium:

25%

Quote Valid Until:

May 1, 2023

Conditions:

- No flat cancellation

Policy Auditable:

Non-Auditable

Binding Conditions:

- A written request to bind coverage
- Completed & Signed TRIA
- Completed & Signed D-1
- Completed & Signed UM/UIM
- Signed No Known Loss Letter covering a period from April 1, 2023 to the date a bind order is received.
- Binding is contingent on an acceptable operations agreement/contract between Stantec and the JPA
 - The contract should include Additional Insured (AI), Primary and non-contributory (PNC), and Waiver of Subrogation (WOS) in favor of the JPA for both GL and Auto.
 - It should also contain a Hold Harmless / Indemnification language in favor of the JPA.
 - The contract needs to be rock solid and address who is also responsible for losses including auto losses.

Commercial Package Coverage - Continued

- They cannot bind unless an acceptable agreement is provided and in place prior to binding.

Business Auto Coverage Symbols:

Symbol 1	Any auto, including non-owned and hired	Symbol 7	Autos specified on schedule
Symbol 2	All owned autos	Symbol 8	Hired autos
Symbol 3	Owned private passenger	Symbol 9	Non-owned autos
Symbol 4	Owned autos other than private passenger		

See Disclaimer Page for Important Notices and Acknowledgement

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Other Disclosures / Disclaimers - Continued

Guarantee Funds

Established by law in every state, guaranty funds are maintained by a state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. *If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.*

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a “blanket” additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

Flood Offering

Flooding is a serious threat to both personal and commercial clients. Flooding can happen anywhere, not just zone referred to as high-risk areas (Special Flood Hazard Area). Your Alliant team is ready to explain how it works and the associated costs.

Basic Facts

Congress created the NFIP in 1968 in response to the rising cost of taxpayer-funded disaster relief for flood victims and the increasing amount of damage caused by floods. The NFIP makes federally backed flood insurance available in communities that agree to adopt and enforce floodplain management ordinances to reduce future flood damage. The NFIP is self-supporting for the average historical loss year. This means that unless there is a widespread disaster, operating expenses and flood insurance claims are financed through premiums collected.

Commercial buildings or residential dwellings owned by commercial entities are considered commercial property. All others are residential dwellings

The [FEMA Summary for Commercial Property](#) and [FEMA Standard Summary of Coverage](#) provides information on the following:

- Types of Flood Insurance Coverage
- What is a Flood- “a General and temporary condition of partial or complete inundation of two or more acres of normally dry land area”...
- Deductibles – various options to meet your financial needs
- What is Covered and What is Not
- The valuation of the Property – Actual Cash Value or Replacement Cost

Additional Information

- Flood Zones-
 - <https://www.fema.gov/flood-zones>
- Excess Flood Insurance (contact your Producer for additional information)
 - Increased limits over the maximum flood limit provided by NFIP

FEMA Glossary of Flood Terms

<https://www.fema.gov/national-flood-insurance-program/definitions>

If you do NOT wish to purchase flood insurance your signature is required below:

Signature:

Date:

Name Printed / Typed: _____

Company Name: _____

Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Law Enforcement Liability
- Media and Publishers Liability
- Medical Malpractice Liability
- Network Security / Privacy Liability and Internet Media Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

Request to Bind Coverage

Lincoln Sewer Maintenance District 1 Wastewater Authority

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
Commercial Package	<input type="checkbox"/>

**Did you know that Alliant works with premium financing companies?
Are you interested in financing your annual premium?**

Yes, please provide us with a financing quote. <input type="checkbox"/>	No, we do not wish to finance our premium. <input type="checkbox"/>
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This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insured Representative _____
Date

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*