

**LINCOLN-SMD 1 WASTEWATER AUTHORITY
MEETING AGENDA**

Special Meeting of the Board of Directors

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

June 26, 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

Wes 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 – 05/12/23 Regular Meeting
- 2. CLOSED SESSION MATTERS: CONVENE TO CLOSED SESSION FOR MATTER(S) LISTED ON THE AGENDA

- 2.1 Public Employee Evaluation
(Government Code § 54957(b)(1))
Title: General Manager and Board Secretary

RECONVENE FROM CLOSED SESSION AND PROVIDE REPORT(S), IF APPLICABLE

3. 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.

- 3.1 None

- 4. GENERAL MANAGER'S REPORT AND UPDATE – A written and verbal report.
- 5. OPERATIONS REPORT AND UPDATE – A written and verbal report.
- 6. APPROVAL AND AUTHORIZATION TO EXECUTE AGREEMENT WITH WEST YOST ASSOCIATES FOR GENERAL MANAGER AND BOARD SECRETARY SERVICES – Consider approval of agreement with West Yost Associates for an amount up to \$531,200.00 from July 1, 2023 through June 30, 2024 subject to one-year renewal increments, and authorizing the LiSWA Board Chair to execute the agreement.
- 7. LiSWA 2023/24 BUDGET APPROVAL AND AUTHORIZATION – Consider approval of LiSWA 2023/24 Budget. – A written report and presentation.
- 8. LEGAL REPORT – Counsel will provide a verbal report.
- 9. DIRECTOR'S 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
Board Meeting Minutes

Regular Meeting of the Board of Directors
May 12, 2023, at 10:00 a.m.

PRELIMINARY MATTERS

- A. CALL TO ORDER - The meeting was called to order at 10:00 am.
- B. PLEDGE OF ALLEGIANCE- The pledge was led by Chair Karleskint.
- C. ROLL CALL

Dan Karleskint, Chair
Jim Holmes, Vice Chair
Holly Andreatta, Director
Shanti Landon, Director
Staff present:
George Barber, General Manager and Board 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 – 04/14/23 Regular Meeting
- 2. CLOSED SESSION MATTERS: CONVENE TO CLOSED SESSION FOR MATTER(S) LISTED ON THE AGENDA

- 2.1 **THREAT TO PUBLIC SERVICES OR FACILITIES** pursuant to Gov. Code § 54957(a)

Consultation with: George Barber, General Manager and Jennifer Brown, City of Lincoln Chief Innovation and Technology Officer

Board of Directors adjourned to closed session at 10:03

RECONVENE FROM CLOSED SESSION AND PROVIDE REPORT(S), IF APPLICABLE

Board of Directors reconvened from closed session at 10:36, legal counsel announced there was no reportable action from closed session.

3. OLD BUSINESS - APPROVAL AND AUTHORIZATION TO EXECUTE AGREEMENT WITH STANTEC FOR THE OPERATION OF LISWA FACILITIES – Consider approval of operations agreement with Stantec Consulting Services, Inc. for \$7,115,631 from May 1, 2023 through June 30, 2024 subject to one-year renewal increments, and authorizing the General Manager to execute and administer the agreement.

Legal counsel provided information regarding further contract development based on Board feedback from previous meeting.

Motion to approve operations contract with Stantec consulting services in an amount of \$7,115,631 from May 1, 2023 through June 30, 2024 was made by Director Holmes, seconded by Director Andreatta, and approved by Roll Call 4-0.

4. 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.

4.1 Adopt LiSWA logo.

4.2 Equipment and Maintenance Purchases – Authorize the purchases for a new fuel filtration system and inspection and testing of LiSWA transformers and Switch Gear in an amount not to exceed \$35,000.

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

5. GENERAL MANAGER'S REPORT AND UPDATE – A written and verbal report was provided discussing treatment plant update process, insurance update, and property transfers.
6. OPERATIONS REPORT AND UPDATE – A written and verbal report was provided by Gary Hengst, Chief Operator, Board questions were answered as he discussed some maintenance projects operations.
7. RESOLUTION NO. 2023-03 - ADOPTION OF LISWA DEBT MANAGEMENT and DISCLOSURE POLICY – The General Manager provided information on the development and need for the policy. Motion to approve by Director Holmes, Second by Director Landon, Approved by Roll Call 4-0.
8. PGE LOAN AGREEMENT – Consider authorization for the General Manager to execute and administer appropriate documents for a \$1,910,000 loan from PGE at zero interest for the Oxidation Ditch Aeration Conversion Project.

The General Manager provided background on the loan program initiated by the City of Lincoln and explained the changes in the amended terms. Motion to approve by Director Andreatta, Second by Director Landon, Approved by Roll Call 4-0.
9. REIMBURSEMENT AGREEMENT– Consider authorization for the General Manager to execute and deliver a reimbursement agreement with the City of Lincoln for expenses paid during the establishment of LiSWA accounting functions.

The General Manager reminded the Board of the City has been paying the bills for LiSWA and the agreement formalizes the repayment terms. Motion to approve by Director Landon, Second by Director Andreatta, Approved by Roll Call 4-0.

10. RESOLUTION NO. 2023-04 – APPROVAL OF ACTIONS NECESSARY FOR REAL PROPERTY TRANSFERS – Consider approval of Resolution to execute certificates of acceptance and take related actions for transfers to, and acquisitions of real property interests to the Authority.

Legal Counsel provided information on the need for this resolution. Motion to approve by Director Landon, Second by Director Andreatta, Approved by Roll Call 4-0.

11. LETTER AGREEMENT WITH CITY OF LINCOLN REGARDING EASEMENTS FOR CITY DRINKING WATER INFRASTRUCTURE – Consider approval of authorizing the LiSWA General Manager to execute and administer a letter agreement with City of Lincoln regarding transfer of property from the City to LiSWA in accordance with the LiSWA Joint Power Authority Agreement dated November 30, 2022.

The General Manager explained the need to initiate the real property transfer in a timely manner with a blanket easement and provide a dedicated return to the City for their drinking water system. Motion to approve staff's recommendation as amended with information posted on Monday May 9, 2023 by Director Holmes, Second by Director Andreatta, Approved by Roll Call 4-0.

12. 2023/24 BUDGET PRESENTATION – Presentation of proposed budget for Board review and input.

The General Manager presented a draft version of the 2023/24 Budget and received input.

13. LEGAL REPORT - Counsel provided a verbal report regarding efforts with member agencies and their legal counsels for the transfer of property, policies and related matters.
14. DIRECTOR'S COMMENTS – Directors commented on not needing hard copies of the Agenda materials.

ADJOURNMENT - Meeting was adjourned at 11:14 am



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 06/26/23 Special Board Meeting
Agenda Item #4
SUBJECT: General Manager's Report

- One major milestone was accomplished with the transfer of the property from the City of Lincoln to LiSWA.
- Started the vehicle transfer process with DMV, LiSWA needs official tax-exempt status. I have reached out to the appropriate agency.
- My top priorities have been focused on property transfers, vehicle transfers, financial review and the Budget.
- The transition advisory group continues to meet twice a month to cover any issue necessary during the transition.
- Developing a service agreement with the City of Lincoln for both IT services and Public Works. We are identifying uses that benefit both sides.
- I am in regular communication with Gary about operations.
- Working on transferring the PGE accounts so the PGE loan for the Oxidation Ditch Project can be executed.
- We are working with the Placer County Controller and his staff to provide a monthly financial report for the Board. We hope to have this in the July Board packet and then moving forward.
- The reimbursement agreement with the City was adopted. I am reviewing and processing their first request of about \$2 million.
- Meetings, phone calls and emails have been ongoing regarding the expansion of the WWTRF and the peer review. Stantec has provided a wealth of information for West Yost to review. I will have a verbal report for you at the meeting and a final report for the July meeting.

Item	Status	Working with	Notes- Green Complete Yellow New
Financial			
Develop and Approve Budget	Completed	Lincoln Finance	Next Fiscal year on Agenda
Develop process for paying bills with Placer County Treasurer/Auditor	Completed	Placer	Payables are being processed and vendors being added
Set Charge per WWTRU	Completed	Lincoln/Placer	Approved
Transfer Funds to County	Completed	Lincoln /Placer	Completed
Establish WWTRU Policy	Completed	Lincoln/Placer	Approved
West Yost Billing approval process	Completed		Approved through County Process
Procurement Policy	pending		Rough Draft
Debt Management Policy	Completed		
Investment Policy	pending		
Select Municipal Financial Advisor	Completed		Short term Agreement
Reserve Policy	pending		
Obtain Insurance	Completed		Delivery of Information ongoing
Property Transfers			
Wastewater Treatment Plant	Completed	Lincoln Admin/County Counsel	
Conservation Easement	In process	Lincoln Admin/County Counsel	
Pipelines	In process	Lincoln PW	County Surveyor final review
Business Property	Completed	Lincoln Admin	Inventory list and Bill of Sale
Vehicles	In process	Lincoln PW	Need Tax-exempt status
Equipment	Completed	Lincoln PW	Inventory list and Bill of Sale
Fixtures	Completed	Lincoln PW	Inventory list and Bill of Sale
Supplies	Completed	Lincoln PW	Inventory list and Bill of Sale
Reclaimed Water Cost Study			
Connection Fee Analysis			
Operations Transfers			
Stantec Operations Agreement	Completed	Lincoln Admin	
NPDES Permit	Completed		New Permit requirements in Place

Solar Star Power Purchase Agreement	In process	Lincoln Admin/County Counsel	
Solar Star Site Lease Agreement	In process	Lincoln Admin/County Counsel	
Machado Recycled Water Agreement	In process	Lincoln Admin/County Counsel	
Farm Management of Effluent Disposal Lands Auburn Ravine Ranch	In process	Lincoln Admin/County Counsel	
Western Placer Waste Management Authority Agreement	In process	Lincoln Admin/County Counsel	
Radmall Lease	In process	Lincoln Admin/County Counsel	
Utility Services	In process	Lincoln Admin	
Alarm systems	In process	Lincoln Admin/County Counsel	
Ensure proper transfer of SMD1 duties	In process	Stantec/Placer	Reviewing SCADA issues
Other			
Logo, Letterhead, etc.	Completed		
Website	In process		
City of Lincoln Admin/IT and Public Works services	In process		
Policies and Procedures			
Board Compensation Policy	pending		

May 2023 WWTRF Operations Report

6-26-23

Highlights

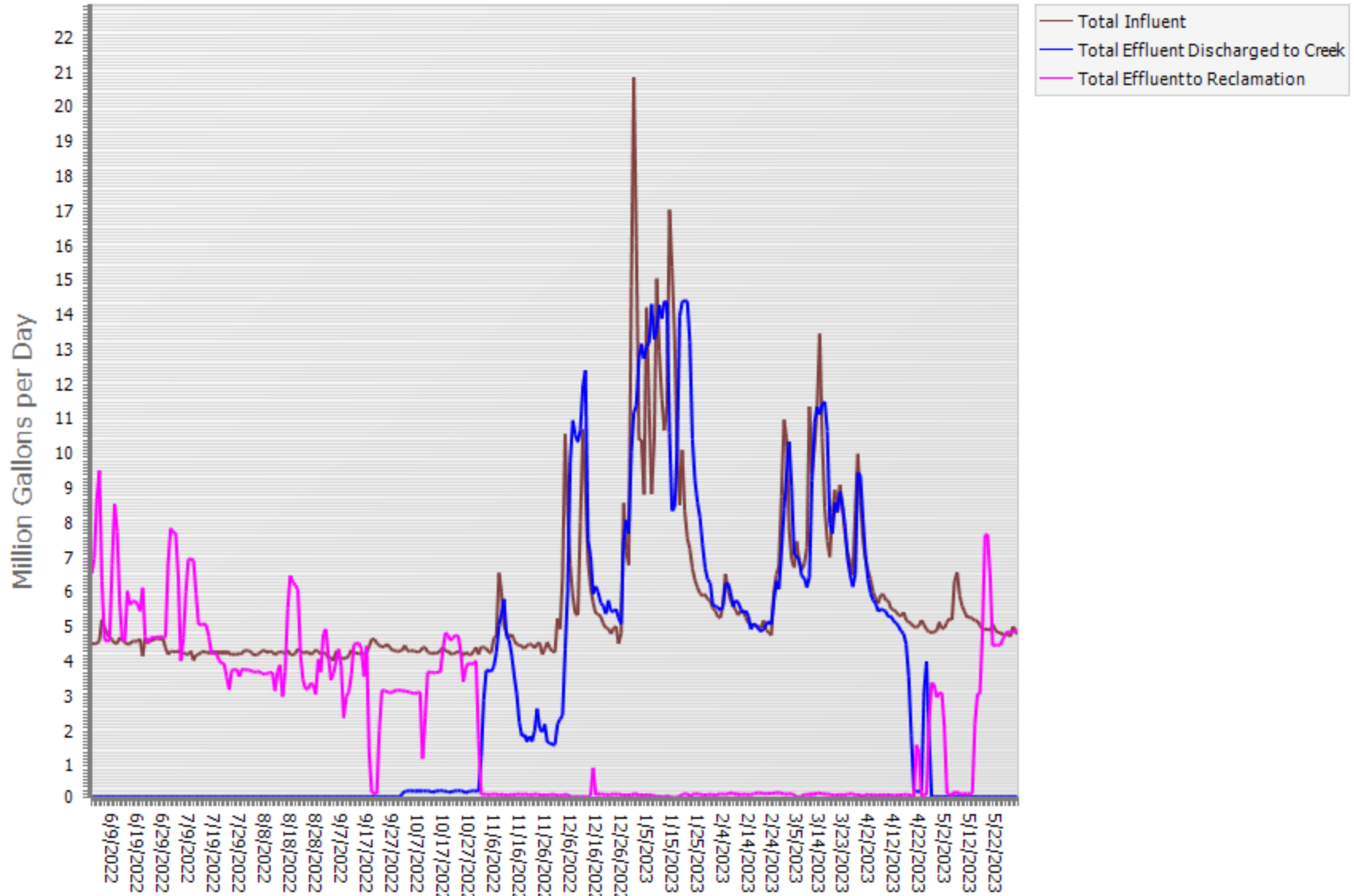
- Influent BOD and TSS testing is complete. Results are still being analyzed but show a gradual increase in BOD. It also shows our main lab had the most consistent BOD results when compared to the other labs in the study.
- The greenhouse roof replacement project is 95% complete. Contractor is waiting on a few additional parts to complete the project.
- Placer County Air Resources Control District inspected the greenhouse project they had previously shut down 13 years ago due to odors. They did not find objectionable odors.
- The Regional Water Quality Control Board amended our current discharge permit with new receiving water temperature limits effective April 27, 2023.
- In May, 157 Million Gallons (MG) of influent came in with 91MG sent to reclamation, 81 MG stored and there was no discharge to Auburn Ravine.

Compliance

No compliance issues.

Major Equipment Out of Service						
Equipment	Failure Date	Redundancy	Problem	Solution	Estimated Repair Cost	Estimated Return to Service Date
Influent pump 1B	4/5/2023	1 of 6	Motor winding problem.	Pump is waiting for repairs at our new pump shop.	\$7,000	6/30/2023
Influent pump 1C	4/18/2023	1 of 6	Moisture sensor failure.	Pump is currently being repaired	\$5,000	6/30/2023
Recycle pump 1A	4/20/2023	1 of 2	Catastrophic failure of recycle pump frame and motor.	Repairs are nearing completion. Spare pump is in service.	\$4,000	6/30/2023
Ox Ditch #2 blower #4	3/13/2023	1of 3	Motor starter was damaged during warranty repair on blower housing.	Manufacturer tried to fix once. Will return once additional parts have been secured.	\$0	6/30/2023
Ox Ditch #2 blower #5	6/13/2023	1of 3	Oil pump failure	Manufacturer will repair under warranty.	\$0	6/30/2023
Clarifier #2	N/A	1 of 3	Proactive main bearing replacement	Main bearing will be replaced in July	\$130,000	7/30/2023

Total Treatment Plant Flow





Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 06/26/23 Special Board Meeting

Agenda Item #6

SUBJECT: APPROVAL AND AUTHORIZATION TO EXECUTE AGREEMENT WITH WEST YOST ASSOCIATES FOR GENERAL MANAGER AND BOARD SECRETARY SERVICES – Consider approval of agreement with West Yost Associates for an amount up to \$531,200.00 from July 1, 2023 through June 30, 2024, subject to one-year renewal increments, and authorizing the LiSWA Board Chair to execute the agreement.

When preparing the budget, I noted that the West Yost contract concludes at the end of November and the budget number we have been using is from the original contract. I wanted to take the opportunity to have you consider a new West Yost contract that would align with the fiscal year and provide budget numbers going forward.

When I was asked to put a contract together along with an estimate of cost when you were considering me as General Manager, there were a lot of unknowns about the workload in getting LiSWA up and running. I worked with Kevin Bell as I built the estimate, we anticipated 12 weeks at 30 hours per week and 38 weeks at 20 hours per week. Averaged over the year contract, that would be 22.4 hours per week. It was a little slower at the beginning with holidays and my needing information from others, but the pace has picked up from there. Overall, I have averaged 22.6 hours per week, but closer to 24+ in most recent months.

I have managed to the budget by letting some projects, such as the processes and procedures, be postponed to a later date. In this upcoming year we will have two time-consuming priorities: 1) the Treatment Plant Expansion Project, and 2) the Operations Contract procurement process. If you choose to proceed with the existing West Yost contract, I will continue to track my hours and likely will need to request a contract amendment with these priorities coming up.

If you choose to move forward with the new West Yost contract, you will have the ability to have me dedicated an average of 20, 25, or 30 hours a week to LiSWA.

The options and costs are provided in table below:

LiSWA Contract Options					
Estimated Weeks/Year=	48	GM Bill Rate=	\$ 316		
			30 HR Week	25 HR Week	20 HR Week
hrs/wk 30	30	\$ 9,480	\$ 455,040		
hrs/wk 25	25	\$ 7,900		\$ 379,200	
hrs/wk 20	20	\$ 6,320			\$ 303,360
GM Subtotal			\$ 455,040	\$ 379,200	\$ 303,360
Technical Assistance	Varies		\$ 26,000	\$ 26,000	\$ 26,000
Technical Specialist II	\$209/hr	5 hr/week	\$ 50,160	\$ 50,160	\$ 50,160
Annual Cost Estimate			\$ 531,200	\$ 455,360	\$ 379,520

The contract language has been negotiated between Counsel and the West Yost team. It is attached for your review.

The Board can choose to take no action or make the following motion with the appropriate not to exceed amount.

Staff Recommendation:

“Motion for approval of agreement with West Yost Associates for an amount not to exceed _____ from July 1, 2023 through June 30, 2024 subject to one-year renewal increments, and authorizing the LiSWA Board Chair to execute the agreement.”

PROFESSIONAL SERVICES AGREEMENT
(General Manager)

This Professional Services Agreement ("**Agreement**") is effective on July 1, 2023 ("**Effective Date**") and is between the Lincoln-SMD 1 Wastewater Authority ("**LiSWA**") and West Yost Associates ("**Consultant**"). Together, LiSWA and Consultant are each a "**Party**" and together are the "**Parties**." This Agreement entirely supersedes the agreement entered into between the Parties with an effective date of December 2, 2022.

A. LiSWA requires the services of a General Manager and Board Secretary to oversee the authority's operations and serve as its chief executive officer.

B. As part of the formation of LiSWA during 2022, Consultant presented a proposal for services to LiSWA, and as a duly licensed, qualified and experienced consultant to perform LiSWA's desired services, Consultant was selected to perform the services of General Manager. Consultant was later appointed by LiSWA's Board of Directors as Board Secretary to perform the functions and services of that role as customarily done by California local public agencies.

C. Consultant has performed very effectively and well on behalf of LiSWA, and with a new fiscal year about to start, the Parties wish to establish a new agreement and related budget for Consultant's services.

D. The Parties intend by this Agreement to provide for the terms under which Consultant will serve as LiSWA's General Manager and Board Secretary, with Consultant to perform the services described in Exhibit A.

The Parties therefore agree as follows:

1. SCOPE OF SERVICES:

1.1 Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in Exhibit A ("**Scope of Services**"), at the rates specified in the 2023 Billing Rate Schedule attached as Exhibit B ("**Rate Schedule**"). In the event of a conflict between this Agreement and the exhibits, this Agreement will control.

1.2 George Barber will serve as the General Manager, with support provided by assigned West Yost staff, as needed including Jim Mulligan as the designated back-up to George Barber during an absence by Mr. Barber. The resumes of George Barber and certain staff are attached hereto as Exhibit C. Mr. Barber may not be replaced as General Manager without the prior approval of LiSWA's Board of Directors.

1.3 Consultant is an independent contractor and not an employee of LiSWA. Consultant shall have no power or authority by this Agreement to bind LiSWA in any respect, but instead will be delegated authority by individual actions by LiSWA's Board of Directors. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of LiSWA. LiSWA shall

not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

1.4 Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

2. DURATION:

2.1 The services of Consultant shall continue upon the Effective Date of this Agreement and will continue for a one year term and be subject to renewal upon mutual consent of the Parties.

3. COMPENSATION:

3.1 For the full performance of the Scope of Services, LiSWA shall compensate Consultant on a time-and-materials basis at the compensation rates specified in the Rate Schedule; provided, however, that total compensation for the full performance by Consultant of the Services shall not exceed Five Hundred Thirty-one Thousand Two Hundred Dollars (\$531,200.00) for the one year term of this Agreement, said amount being referred to herein as the "not-to-exceed" amount. George Barber will be billed out at the rate of Principal Engineer II.

3.2 Consultant shall submit to LiSWA a monthly billing showing completion of the tasks that month and invoices for all expenses as well as for all materials authorized by this Agreement. If Consultant's performance is not in conformity with the Rate Schedule, payments may be delayed or denied, unless Consultant's failure to perform in conformity with the Rate Schedule was approved in advance by LiSWA.

3.3 If the Work (as defined below) is halted at the request of LiSWA, compensation shall be based upon the proportion that Work performed bears to the total work required by this Agreement, subject to Section 4.

4. TERMINATION:

4.1 This Agreement may be terminated by either Party, provided that the other Party is given not less than 45 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

4.2 LiSWA may temporarily suspend this Agreement, at no additional cost to LiSWA, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LiSWA gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement.

4.3 Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to LiSWA for damages sustained by LiSWA by virtue of any breach of this

Agreement by Consultant, and LiSWA may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due LiSWA from Consultant is determined.

4.4 In the event of termination, Consultant shall be compensated as provided for in this Agreement, except as provided in Section 4.3. Upon termination, LiSWA shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 of this Agreement.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Agreement may be made at any time by a signed, written agreement between the Parties.

6. PROPERTY OF LISWA:

6.1 All materials prepared by Consultant under this Agreement shall become the property of LiSWA, and the Consultant shall have no property right therein whatsoever upon payment of all invoices due and owing to Consultant unless LiSWA contests in good faith an invoice or portion thereof in which case the materials shall be deemed the property of LiSWA. Immediately upon termination and upon payment of all invoices due and owing to Consultant, LiSWA shall be entitled to, and the Consultant shall deliver to LiSWA, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to LiSWA which is in Consultant's possession. LiSWA shall not be limited in any way in its use of the materials at any time, provided that any such use that is beyond Consultant's services and/or the purposes of this Agreement shall be at LiSWA's sole risk.

6.2 This is an Agreement for services and each Party considers the products and results of the services to be rendered by Consultant hereunder (the "**Work**") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LiSWA upon payment of all invoices due and owing to Consultant unless LiSWA contests in good faith an invoice or portion thereof in which case the materials shall be deemed the property of LiSWA.

7. COMPLIANCE WITH ALL LAWS; PREVAILING WAGES:

7.1 Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, as applicable, and shall commit no trespass on any public or private property in performing any of Work authorized by this Agreement. In providing services under this Agreement, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care").

8. OBLIGATIONS AND RESPONSIBILITIES - CONSULTANT:

8.1 Consultant represents and confirms to LiSWA that it has all licenses, permits, qualifications and approvals, of whatever nature, which are legally required for Consultant to practice its profession and to properly provide the services set forth in Exhibit A in a manner which is consistent with the Standard of Care. Consultant represents and confirms to LiSWA that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

8.2 Consultant represents and confirms that the Work performed under this Agreement shall be in accordance with applicable federal, state and local law in a manner consistent with the Standard of Care.

8.3 George Barber at all times shall represent Consultant before LiSWA on all matters relating to this Agreement. In the event that LiSWA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from LiSWA of the desire of LiSWA for the removal of such person or persons.

8.4 Except as set forth in Exhibit D, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. LiSWA shall furnish to Consultant only the facilities, equipment, and other materials listed in Exhibit D according to the terms and conditions set forth in Exhibit D.

8.5 Consultant shall provide corrective services without charge to LiSWA for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to promptly perform its obligations, LiSWA may render or undertake performance thereof and Consultant shall be liable for any expenses.

9. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of LiSWA which will not be unreasonably withheld. However, claims for money due or to become due to Consultant from LiSWA under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to LiSWA.

10. INTEREST IN AGREEMENT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by

LiSWA's conflict of interest code in accordance with the category designated by LiSWA or in the absence of such code then by the customary standard of practice for California local public agencies, unless LiSWA determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by LiSWA's code or the industry's custom and practice and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with LiSWA conflict of interest code or the industry's custom and practice if, at any time after the execution of this Agreement, LiSWA determines and notifies Consultant in writing that Consultant's duties under this Agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code or the industry's custom and practice and as directed by LiSWA.

11. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Agreement are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of LiSWA, except by court order or in furtherance of performance of this Agreement including for preparation and posting of LiSWA agendas and other public records.

12. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing Work under this Agreement in a manner which is consistent with the generally accepted Standard of Care for Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. LiSWA shall have no right of control over the manner in which Work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

13. INDEMNITY AND LITIGATION COSTS:

To the greatest extent allowed by law and within the construct of Civil Code § 2782 and 2782.8, Consultant shall indemnify and hold harmless LiSWA, its officers, officials, employees and volunteers (the "indemnified parties") from and against any and all claims, damages, demands, liability, costs, losses and expenses, including court costs and reasonable attorneys' fees, to the extent caused by its negligent performance of this Agreement or by reason of negligent acts or omissions, recklessness, or willful misconduct incident to the performance of this Agreement on the part of Consultant except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of LiSWA. Without limiting the foregoing indemnity obligation, Consultant further shall indemnify and hold harmless the indemnified parties from and against any and all damages, liability, costs, losses, expenses, contributions and penalties, including court costs and reasonable attorneys' fees, arising from Consultant's negligent misclassification of itself or its employees' status as an independent contractor. The provisions of this paragraph shall survive termination or suspension of this Agreement.

14. CONSULTANT TO PROVIDE INSURANCE:

14.1 Consultant shall maintain in force at all times during the duration and performance of this Agreement the policies of insurance specified in this Section. Such insurance must have the approval of LiSWA as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

14.2 If not done prior to execution of this Agreement, Consultant shall immediately thereafter furnish LiSWA with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Consultant agrees to furnish one copy of each required policy to LiSWA, and additional copies as requested in writing. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by LiSWA as a material breach of this Agreement. Approval of the insurance by LiSWA shall not relieve or decrease any liability of Consultant.

14.3 In addition to any other remedy LiSWA may have, if Consultant fails to maintain the insurance coverage as required in this Section, LiSWA may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and LiSWA may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Agreement.

14.4 No policy required by this Agreement shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to LiSWA.

14.5 Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, LiSWA.

14.6 Aggregate Limits/Impairment.

If any of the insurance coverages required by this section contain annual aggregate limits, Consultant must give LiSWA notice of any pending claim or lawsuit which may diminish the aggregate. Consultant must take steps to restore the impaired aggregates or provide replacement insurance protection. LiSWA has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect LiSWA's protection are allowed without LiSWA's prior written consent.

14.7 The requirement as to types, limits, and LiSWA's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Agreement.

14.8 Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and

under forms of policy satisfactory to LiSWA. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by LiSWA as a material breach of this Agreement.

14.9 Worker's Compensation and Employer's Liability Insurance.

A. Worker's Compensation Insurance to protect Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. Consultant shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Agreement.

B. Consultant shall provide a Waiver of Subrogation endorsement in favor of LiSWA, its officers, officials, employees, agents and volunteers for losses arising from work performed by Consultant.

14.10 Commercial General Liability Insurance

A. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 general and products/completed operations aggregates.

B. The commercial general liability insurance shall also include the following:

(i) Endorsement equivalent to CG 2010 1185 naming LiSWA, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to LiSWA, its officers, officials, employees or volunteers.

(ii) Endorsement stating insurance provided to LiSWA shall be primary as respects LiSWA, its officers, officials, employees and any insurance or self-insurance maintained by LiSWA, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

(iii) Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(iv) Provision or endorsement stating that any failure to comply with reporting or other provisions of the General Liability and Auto Liability policies shall not affect coverage provided to LiSWA, its officers, officials, employees, or volunteers.

(v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including, without limitation, set forth in Section 15, Indemnity and Litigation Costs.

14.11 Commercial Automobile Liability Insurance.

A. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence.

B. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.10.B above.)

14.12 Professional Liability.

Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Agreement and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Agreement. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

15. MISCELLANEOUS PROVISIONS:

15.1 Compliance With Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable and non-conflicting federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work, including laws relating to prevailing wages pursuant to Labor Code section 1771 *et seq.*

15.2 Non-Discrimination. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

15.3 Inspection of Records. Consultant shall maintain and make available for inspection by LiSWA and its auditors accurate records of all of its costs, disbursements and

receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to Consultant.

15.4 Entirety of Agreement. This Agreement constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Agreement, except those contained in or referred to in the writing.

15.5 Notices. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

LiSWA: Lincoln-SMD 1 Wastewater Authority
Attn: Chair of the Board of Directors
600 Sixth Street
Lincoln, CA 95648

and

LiSWA General Counsel via Email:
wes.miliband@aalrr.com

CONSULTANT: West Yost Associates
Attn: George Barber, PE
2020 Research Park Drive, Suite 100
Davis, CA 95618
Phone: 530-378-5240
Email: gbarber@westyost.com

15.6 Governing Law. This Agreement will be interpreted and governed by the laws of the State of California.

15.7 Venue. Any action arising out of this Agreement must be brought in Placer County, California.

15.8 Attorneys' Fees. In any action brought by either Party to enforce the terms of this Agreement, each Party shall be bear responsibility for its attorney's fees and all costs regardless of whether one Party is determined to be the prevailing party.

15.9 Counterparts. The Parties may execute this Agreement in counterparts, and electronic signatures will be valid as originals.

15.10 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

West Yost Associates

Lincoln-SMD 1 Wastewater Authority

(Authorized Signature)

Chair

Print Name

Dated

Email address

APPROVED AS TO FORM:

Counsel

Dated

EXHIBIT A GENERAL SCOPE OF SERVICES

1.0 SCOPE OF WORK

For the purposes of this contract, George Barber, Engineering Manager I, will serve as the General Manager/Board Secretary, with support provided by assigned West Yost staff, as needed. The general scope of services to be performed under this Agreement are described below.

1.1 General Manager, Board Secretary and Support Services for Lincoln-SMD1 Wastewater Authority (LiSWA)

Services shall include planning, organizing, directing, and overseeing the activities and operations of the LiSWA.

Tasks may also include, but are not limited to:

- a. Contract administration with the wastewater treatment plant operator.
- b. Noticing, scheduling, and conducting Board of Directors meetings in accordance with applicable laws, rules, and regulations.
- c. Preparation of the founding documents for the LiSWA including but not limited to processes, procedures, rules, and regulations.
- d. Preparation of necessary processes for the transfer of permits to LiSWA (e.g. NPDES).
- e. Issue Requests for Proposals for projects and studies.
- f. Execute California Environmental Quality Act (CEQA) process for developing environmental documents, Federal, State, and local permitting processes for necessary activities of the LiSWA.
- g. Development of wastewater treatment plant expansion project.
- h. Assistance with funding and financing for the wastewater treatment plant expansion project.
- i. Provide expert opinions and technical memorandums in support of the operation of LiSWA.
- j. Such other tasks and activities in furtherance of the LiSWA's day-to-day operations and implementation of duly adopted policies of the LiSWA Board.

Exhibit B

2023-2024 Billing Rate Schedule

(Effective July 1, 2023 through June 30, 2024)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$348
Engineer/Scientist/Geologist Manager I / II	\$329 / \$344
Principal Engineer/Scientist/Geologist I / II	\$297 / \$316
Senior Engineer/Scientist/Geologist I / II	\$267 / \$280
Associate Engineer/Scientist/Geologist I / II	\$221 / \$238
Engineer/Scientist/Geologist I / II	\$178 / \$207
Engineering Aide	\$104
Field Monitoring Services	\$129
Administrative I / II / III / IV	\$95 / \$118 / \$142 / \$157
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$342 / \$344
Principal Tech Specialist I / II	\$314 / \$324
Senior Tech Specialist I / II	\$287 / \$300
Senior GIS Analyst	\$260
GIS Analyst	\$246
Technical Specialist I / II / III / IV	\$183 / \$209 / \$235 / \$262
Technical Analyst I / II	\$132 / \$157
Technical Analyst Intern	\$106
Cross-Connection Control Specialist I / II / III / IV	\$137 / \$148 / \$167 / \$185
CAD Manager	\$207
CAD Designer I / II	\$161 / \$181
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$332
Construction Manager I / II / III / IV	\$203 / \$217 / \$231 / \$291
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$177 / \$197 / \$219 / \$228
Apprentice Inspector	\$161
CM Administrative I / II	\$85 / \$115
Field Services	\$228

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2023-2024 Billing Rate Schedule

(Effective July 1, 2023 through June 30, 2024)*



Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Stainless Steel Wire per foot	0.03 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

George Barber, PE

George Barber is a civil engineer with experience providing engineering services as well as operational leadership of drinking water treatment and distribution systems. He provides specialized expertise in the management processes of both municipal and investor owned water systems. His past work includes municipal rate design, water supply assessment and analysis, water treatment optimization, long-term system planning, and emergency preparedness. George's successful and productive engineering experience encompasses all aspects related to the water industry, including engineering studies, plans and specifications development, report writing, and development review. George brings a complementary blend of professional engineering with a State of California drinking water T-4 and D-5 certifications. George was the recipient of the National Association of Water Companies Living Water Award for 2019.

EXPERIENCE

Director of Operations, California Water Service Company, CA: George was responsible for the operations of California Water Service Company's Northern Districts and held the following responsibilities:

- Provided oversight of all water supply, water treatment, water distribution, and government relations.
- Planned and developed short and long-term goals.
- Provided strategic input on company operations.

General Manager, Paradise Irrigation District, CA: George held various administration, planning, and management positions as General Manager, including the following:

- Directed the operations, maintenance, and general affairs of the District and its facilities and resources.
- Coordinated Board of Directors monthly meeting and committee agendas, assuring appropriate support information.
- Led the development of each annual budget including operations, capital acquisition, and capital improvement projects.
- Assured compliance with District annual budgets and adherence to procurement procedures.
- Developed, with Board of Directors' input, the 2007 and 2012 Strategic Business Plans for the District, working toward a focus on long-term planning.
- Demonstrated successful public speaking skills with presentations to community groups from small settings to groups of 800 attendees.
- Established a successful working relationship with legal counsel.
- Led the extension of time request for the District's surface water rights.
- Completed the CEQA process for multiple and varied District projects.



STAFF TITLE: Engineering Manager I

YEARS OF EXPERIENCE: 32

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. C51332
- Water Treatment Operator, Grade 4, California No. 22524
- Water Distribution Operator, Grade 5, California No. 16517

EDUCATION

- BS, Civil Engineering, California State University, Chico

PROFESSIONAL AFFILIATIONS

- Vina GSA Stakeholder Advisory, Former Committee Member
- Butte County Water Commission, Former Chair
- Association of California Water Agencies, Region 2, Former Board Member
- Sustainability Management Association, Former Board Member
- Oroville Chamber of Commerce, Former Chair
- Salvation Army Oroville, Former Advisory Board Member
- Butte Humane Society, Board Member

- Managed the annexation process for customers.
- Authored and developed the 2005, 2010, and 2015 Urban Water Management Plans.
- Led the effort to develop and author updated Policy and Procedure Manuals for the District.
- Updated the District Safety Policy Manual.
- Implemented, through the proposition 218 process, multi-year rate increases in 2006, 2012, and 2015.
- Coordinated multiple successful partnerships with Butte Fire Safe Council for watershed improvement projects.
- Brought forward the \$2.8 million Magalia Reservoir Bypass project to provide a more secure raw water supply and provide raw water deliveries during future dam construction projects. Secured a \$2 million low interest loan and \$480,000 grant to fund the project. Energy savings from the project provide over 90% of the debt payments.
- Managed the \$5 million Meter Replacement project that replaced 75% of the District meters and upgraded all meters to a fully-automated meter reading system.
- Negotiated the purchase of property to facilitate the PID operations and administration relocation.
- Managed the renovation of the new administration office as well as the design, CEQA development, and construction of new corporation yard facilities.
- Managed the development of the Process Water Recycle project at the water treatment plant.
- Led a talented and dedicated workforce of 40 operations, maintenance, technical, and administrative employees.
- Negotiated multiple memorandums of understanding with employee groups and managed the implementation of the agreements.
- Directed operation and maintenance activities in water treatment, distribution, and irrigation, serving 7,000 customers through 122 miles of distribution pipelines and 110 miles of irrigation ditches and canals.
- Managed key personnel, including the water treatment superintendent, construction foreman, maintenance foreman, and assistant engineer.
- Developed, with input and assistance from treatment plant staff, many required plans and reports, including the Risk Management Plan, Urban Water Management Plan, Watershed Sanitary Survey, and the Security Vulnerability Assessment.
- Authored a successful grant application for \$183,000 for a ditch lining project.
- Successfully negotiated permits and project approvals from Division of Safety of Dams and Department of Fish and Game and served as construction surveyor, design engineer, and construction engineer.
- Maintained safe, productive workplace with zero OSHA recordable on the job injuries and illnesses in Water Division.
- Directed the complete evaluation of Agency security after 9/11. Implemented security changes to mitigate evaluation findings.
- Managed the construction and installation of \$4 million 480kw solar array at treatment plant, eliminating future energy bills.
- Recommended the addition of variable frequency drives to pumps and changes in distribution system, resulting in a 20% reduction in energy demand at treatment plant.

Senior Engineer, Water Division Manager, and District Engineer, South Feather Water and Power Agency, CA:

George acted as Senior Engineer, Water Division Manager, and District Engineer, meeting the design and construction needs of the Agency, including development of the Capital Outlay Budget.

- Provided written and verbal reports at the monthly Board of Directors meeting on water division operations, construction, and maintenance issues.
- Worked with General Manager and Policy Committee develop changes to the rules and regulations and draft new policies.
- Assisted with, reviewed, and provided input to annual \$4.6 million operating budget.

Project Engineer, California Department of Transportation, CA:

Developed Plans, Specifications, Special Provisions, and Engineer's Estimates for erosion control and slope stabilization projects within the Lake Tahoe basin, acting as the Caltrans Tahoe Coordinator with the Tahoe Regional Planning Agency. Recipient of the Tahoe Regional Planning Agency Erosion Control Award for design effectiveness and overall visual quality.



James Mulligan, PE

Jim Mulligan is a civil engineer and state-certified water distribution (D5) and water treatment (T4) operator in the water industry. He is an experienced project and water operations manager who specializes in water resource and operations planning, contracts, budgeting, employee management, and rate-setting. He has experience communicating effectively with highly technical groups, in committee meetings and with the public in numerous outreach campaigns.

EXPERIENCE

Water Operations Manager, Water Division, City of Roseville, CA: As Water Operations Manager, Jim was responsible for compliance of the City's drinking water supply permitting and operations with the State Division of Drinking Water. He met routinely with water supply stakeholders and federal and state officials to maintain reliability for Roseville's water supply in a variety of state and regional venues.

Well No. 7 Mechanical Equipping, City of Live Oak, CA: Construction Manager. Oversee the administration of the construction contract for the topside improvements on the City's Well No. 7 and associated treatment system. Duties include schedule review, submittal and RFI coordination, leading progress meetings, change order and pay request recommendations and Division of Drinking Water amended system permit approval.

AMI Implementation, City of Roseville, CA: As Water Utility Manager, Jim was responsible for the quantity and quality of the City's potable water from source to tap. He supervised six direct reports, a department of 50 employees, and managed an annual budget of \$30 million. Additionally, he:

- Oversaw operators at the City's 100 MGD surface water treatment plant and within the distribution system
- Supervised six groups within the Water Division: Production/Treatment, Construction, Meter/Backflow, Preventative Maintenance, System Operations and Conservation.
- Served as Project Manager for water and wastewater capital improvement projects totaling over \$125 million.
- Worked with the City's electric department on design and implementation of enterprise-wide Advanced Metering Infrastructure (AMI) for the water metering program in collaboration with E Source (formerly UtiliWorks).
- Coordinated Folsom Lake quantity/quality issues, interties, and USBR policies with neighboring agencies.
- Guided the Water Division through multiple years of drought by implementing a City-wide, multi-departmental drought management team.
- Implemented the City's Aquifer Storage and Recovery groundwater program.

STAFF TITLE: Principal Engineer II

YEARS OF EXPERIENCE: 33

PROFESSIONAL REGISTRATION

- Professional Civil Engineer, California No. 52627
- D5 Certified Water Distribution Operator No. 16520, State Division of Drinking Water
- T4 Certified Water Treatment Operator No. 5190, State Division of Drinking Water

EDUCATION

- BS, Mechanical Engineering, California State University, Chico

PROFESSIONAL AFFILIATIONS

- Association of California Water Agencies,
- American Water Works Association
- CA-NV Section American water Works Association
- Groundwater Resources Association of California

Engineering and Design Services for Carley and Peter Springs Well Rehabilitation, City of Santa Rosa, Santa Rosa, CA: Project Manager. Jim is serving as project manager for the Carley and Peter Springs Well Rehabilitation project. The wells are a vital part of the City's Emergency Groundwater Supply Program. West Yost is providing the design and engineering services during construction for replacement of the Carley Well and modification of the Peter Springs Well to help secure the City's long-term water supply reliability and provide operational flexibility. The primary goals of this project are to replace the Carley Well with a new well and topside facilities on the same parcel, extend the Peter Springs well casing above ground and make other modifications to improve its reliability and address the ongoing potential for impacts to site operations from ground displacement. The well facilities, including conveyance piping, valves, controls and metering, will be designed to enable separate delivery for municipal and irrigation uses. Close coordination with the City's Public Works Department and Santa Rosa Water staff is underway and will lead to project success.

Well 80, Wells 81 A, B, C, and Well 82 Owner's Representative Services, Sacramento Suburban Water District (SSWD), Sacramento, CA: Project Engineer. Jim is serving as Project Engineer on the Owner's Representative team supporting SSWD for the construction of up to four new monitoring wells and four new groundwater wells and associated pumping and treatment facilities. The projects will be constructed under progressive design-build delivery. Jim is providing permitting assistance, operations advice and construction management support. As the Owner's Representative, West Yost is representing the district in the contracting and management of the progressive design-build team. West Yost is also lead in the development of CEQA documents for several of the project sites, is preparing the preliminary site plan for one of the three facilities, is assisting with contracting and contract management, and will also be providing construction management and inspection services as part of the Owner's Representative role.

Well No. 7 Mechanical Equipping, City of Live Oak, CA: Construction Manager. Oversee the administration of the construction contract for the topside improvements on the City's Well No. 7 and associated treatment system. Duties include schedule review, submittal and RFI coordination, leading progress meetings, change order and pay request recommendations and Division of Drinking Water amended system permit approval.

Watkins Gate Radial injection Surge Development Well Rehabilitation, Marina Coast Water District, Marina, CA: Project Manager. The project consisted of developing a comprehensive work plan to remediate the bacteriological fouling of the Watkins Gate Well including

preparing contractor specifications and field oversight of physical and chemical well rehabilitation activities. Tasks included designing a specification-based work plan, defining equipment requirements, and providing field observation of the RISD, chemical dosing, and final pump development programs.

LAX Sepulveda Injection Well Design Support, Los Angeles, CA: Project Manager. Assisted Wood PLC in developing the conceptual design of the injection well system for the LAX Sepulveda groundwater remediation system. The project included a workshop to develop a mutual basis of design, crafting a recommended equipment schematic diagram, outlining the proposed injection system operation philosophy, and providing technical support to Wood during preparation of the 30% conceptual design surrounding the need for backwash pumping equipment, borehole injection control measures and pre-injection filtration.

Buckskin Test Injection Well, Parker, AZ: Project Manager. Assisted Wood PLC in the installation of an injection test well for PG&E at the Buckskin well location. The project included review of the final well design plans, implementation of an injection development program using the Radial Injection Surge Development method (RISD), and field injection testing.

Cave Creek Landfill Groundwater Injection System, Cave Creek, AZ: Project Manager. Design and installation of a groundwater injection system for Maricopa County at the Cave Creek Landfill. The project surrounded installation of a test 1,600-foot deep injection well, design of the borehole equipment, and design of the above grade appurtenances to support groundwater injection. Technical tasks included review of the borehole data, design of the gravel pack and screen, locating target formation seals, injection development of the well, and hydraulic testing. Design tasks included backwash pump sizing, pump set depth, borehole injection control, surface piping and control valves, pre-injection filtration, instrumentation, and control logic development.

As-Needed Engineering Services, County of Placer, CA: QA/QC. Provide QA/QC to West Yost work product and oversee sub consultants for the County of Placer in a variety of areas of expertise including structural engineering, electrical engineering, sewer systems engineering, recycle water systems engineering, water systems engineering, stormwater systems engineering, biomass/green waste services, construction inspection services, design plan review, sewer system field services, surveying, Middle Fork Project, environmental and permit compliance and facility condition assessment.

Deer Valley Aquifer Storage and Recovery Well 302 Development and Testing, City of Phoenix, AZ: Project Manager. Provided injection development and cycle testing

of the City of Phoenix Well 302, located at the Deer Valley Water Treatment Plant. The project included development of the well using injection methods, injection testing, data analysis for operational limits, and definition of an operations and maintenance program. Also provided was development of a work plan for injection development, definition of the set points for the logic control, evaluation of the injection test data, definition of the preliminary backwash methodology and remote assistance during demonstration recharge operations.

Property Acquisition Roadmap, Sacramento Suburban Water District, Sacramento, CA: Project Engineer.

Developing a Property Acquisition Roadmap (PAR) for District staff and policymakers to follow during District acquisition of new properties, primarily new groundwater well sites. The work involves collaboration between multiple staff levels of the District, the district's property acquisition agent and Board interests. The PAR project deliverables will also include a property acquisition staff report template for current and future staff to follow when approaching the Board for approval of new property.

On-Call Well Evaluation and Rehabilitation Services and Municipal Well Siting, Sacramento Suburban Water District, Sacramento, CA: Project Engineer.

Provided Geographic Information System (GIS) and hydrogeologic services for development and implementation of a GIS-based Municipal Well Site Evaluation, Ranking, and Selection Methodology (Well Site Selection Methodology). Working with the District, West Yost identified site selection criteria and information needed to identify, evaluate, screen, rank, and select potential well sites; developed GIS tools needed for Methodology implementation; provided technical support to District for public meetings and internal meetings; and provided GIS files, geodatabases, and documentation of GIS procedures supporting future well site selection efforts.

Owner's Representative, Davis-Woodland Water Supply Project (DWWSP), Cities of Davis and Woodland and UC Davis:

This cutting edge project involved a \$278 million design/build/operate (DBO) program to provide a sustainable water supply to the communities of Davis and Woodland, California and the University of California at Davis (UC Davis). As a Project Engineer, Jim examined the performance of an existing groundwater supply well at the Joint Intake facility and provided recommendations for a solution to the pump seal lubricant system. Also, at the Joint intake facility, Jim is Project Manager on the retrofit of the existing jib crane and rehabilitation of the facility's roof access ladder to improve performance, reliability and increase safety at the facility. As an Owner's Advisor, Jim routinely reviews monthly and annual operations reports from the operator of the Regional

Water Treatment Facility, the surface water treatment plant operated by the Agency.

GIS-Based Municipal Well Siting Study, City of Pasadena, Pasadena, CA: Project Engineer.

Developed a GIS-based municipal well siting tool and methodology for selecting potential well sites. The outcome of the work consisted of a ranked list of City-owned parcels meeting staff's well site selection criteria, a recommendation for the top-ranked parcels for the City's next planned municipal well, and production of GIS files used in the well site selection methodology. The project involved working with City staff to develop site selection criteria and information needed to identify, evaluate, screen, rank, and select potential well sites on City-owned parcels, implementing a GIS-based municipal well siting tool, field visit confirmation of top-ranked sites, preparation of a technical memorandum documenting the municipal well siting, and providing GIS files and methodology used in the municipal well siting study tool.

Proposition 1 Groundwater Grant Support, Monterey County Water Resources Agency, CA: Grant Writer.

West Yost was asked to assist Monterey County Water Resources Agency (MCWRA) staff in the completion of a Prop 1 - Round 2 Grant Application for groundwater well destruction work. The work was conducted over a one-week period to meet the California State Water Resources Control Board grant application deadline. MCWRA received a funding award letter in June 2020 for \$5M. The grant proposed destruction of approximately 105 abandoned and dormant wells located in proximity to the City of Salinas, the communities of Castroville and Boronda, and unincorporated areas of Monterey County. The goal for the project is to prevent chloride and nitrate-contaminated groundwater from migrating into drinking water aquifers.

Water Utilities Division, Citizen's Utilities (now California American Water), CA: Project Engineer

managing capital improvement projects in groundwater well construction, water system management, and water quality compliance.

North American Sub Basin Groundwater Sustainability Agencies Governance, County of Placer, Auburn, CA:

Project Engineer. The Project goal is to assist the County and representative members of NASb with developing a governance agreement between the members of NASb. The agreement will serve as a binding document, enable transparency between GSA's and set a framework within which the provisions and responsibilities laid out in the final NASb Groundwater Sustainability Plan (GSP) can be implemented. The NASb members are the Western Placer GSA, Reclamation District 1001 GSA, Sutter County GSA, South Sutter Water District GSA and the Sacramento Groundwater Authority.

Development Business Process Mapping, Central Contra Costa Sanitary District, CA: QA/QC. Provided QA/QC for deliverables to Central Contra Costa Sanitary District (Central San) as the District completes implementation of a new Enterprise Resource Planning (ERP) system using Oracle as the platform. The Development Services Division is an early adopter of Oracle's ERP permitting software. As part of the deployment of the new ERP software, Central San staff have been mapping business processes to support software configurations. Central San is also moving towards an electronic process for performing plan review using Bluebeam Revu as the software platform. Central San has requested West Yost provide support to develop a Business Process Map for their Mainline Extension review process. The map will incorporate recommendations to streamline the current process with a goal of improving customer service by reducing the number of iterations required to approve project plans. The outcome of the work included and updated business process map along with twenty-nine detailed recommendations for staff implementation.

America's Water Infrastructure Act Compliance, University of California, Davis, Davis, CA: Project Manager. Guided the project team and stakeholders through the workshop-driven process of compliance with AWIA including preparation of a risk and resilience assessment and cyber security evaluation.

America's Water Infrastructure Act Compliance, City of Lincoln, CA: Project Manager. Guided the project team and stakeholders through the workshop-driven process of compliance with AWIA including preparation of a risk and resilience assessment, cyber security evaluation and preparation of an AWIA-compliant emergency response plan.

America's Water Infrastructure Act Compliance, City of Woodland, Woodland, CA: Project Manager. Guided the project team and stakeholders through the workshop-driven process of compliance with AWIA including preparation of a risk and resilience assessment, cyber security evaluation and preparation of an AWIA-compliant emergency response plan.

America's Water Infrastructure Act Compliance, Woodland Davis Clean Water Agency, Woodland, CA: Project Manager. Guided the project team and stakeholders through the workshop-driven process of compliance with AWIA including preparation of a risk and resilience assessment, cyber security evaluation and preparation of an AWIA-compliant emergency response plan.

Alvarado Water Treatment Plant High-Level Operational Study, City of San Diego, San Diego, CA: Project Manager. Performing a high-level assessment study to identify potential areas of current operational practice that could place the City at risk of regulatory enforcement or loss of customer confidence. The project will also identify any staff challenges,

note any observed operational inefficiencies, and provide recommendations for addressing what is discovered.

Sewer Basin 6A Inflow Identification, City of Folsom, CA: Project Manager on smoke testing of the City's Basin 6A consisting of approximately 45,000 linear feet of sewer pipeline and associated manholes. West Yost prepared final recommendations to the City identifying defect, run date, run name, upstream manhole (USMH), downstream manhole (DSMH), address, leak location, observation, smoke severity, potential inflow estimate, recommended inspection, recommended repair, and estimated repair cost.

RiverArc Sacramento River Water Reliability Study, Placer County Water Agency, Auburn, CA: Project Engineer for review of Technical Papers on USBR Operational Strategies. The paper was the result of a reconnaissance level technical analysis performed based on CalSim modeling results from Department of Water Resources Delivery Capability Report 2015 and further post-processed to assess RiverArc performance on Central Valley Project /State Water Project systems.

Fruitridge Vista Water System Evaluation, California American Water, Sacramento, CA: Project Engineer. Performed condition assessment and regulatory compliance verification associated with a water system valuation for submission to the California Public Utilities Commission.

Pump Station 3 Rehabilitation, City of Folsom, CA: Project Manager on design and bidding services for the City's wastewater pump station 3. Reassessment of the pump station to efficiently align the operation with current demands and update the facility to modern standards. Emphasis was placed on maintaining safe and reliable operations, phasing construction to attract more competitive bidding, no interruption of service to customers and minimizing disruption to local residents and the public related to noise, location and traffic.

Program Management for Surface Water Treatment Project, Stanislaus Regional Water Authority, Ceres, CA: Project Engineer assisting in Division of Drinking Water and Regional Board permitting for the future surface water treatment plant for the cities of Ceres and Turlock. West Yost was selected to manage development of a regional Surface Water Treatment Plant Project that will construct raw water facilities, a treatment plant, treated water transmission mains, and an interface/interconnection with each City's local system.

Water Utility Manager, Environmental Utilities Department, City of Roseville, CA: As Water Utility Manager, Jim was responsible for the quantity and quality of the City's potable water from source to tap. He supervised six direct

reports, a department of 50 employees, and managed an annual budget of \$30 million. Additionally, he:

- Oversaw operators at the City's 100 MGD surface water treatment plant and within the distribution system
- Supervised six groups within the Water Division: Production/Treatment, Construction, Meter/Backflow, Preventative Maintenance, System Operations and Conservation.
- Served as Project Manager for water and wastewater capital improvement projects totaling over \$125 million.
- Worked with the City's electric department on design and implementation of Advanced Metering Infrastructure (AMI) for the water metering program.
- Coordinated Folsom Lake quantity/quality issues, interties, and USBR policies with neighboring agencies.
- Guided the Water Division through multiple years of drought by implementing a City-wide, multidepartmental drought management team.
- Implemented the City's Aquifer Storage and Recovery groundwater program.

EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A**.



Lincoln-SMD1 Wastewater Authority

Memorandum

To: Board of Directors
From: George Barber, General Manager
Date: 06/26/23 Special Board Meeting

Agenda Item #7

SUBJECT: LiSWA 2023/24 BUDGET APPROVAL AND AUTHORIZATION – Consider approval of LiSWA 2023/24 Budget.

Attached for your review and consideration of approval is the Draft 2023/24 Budget. There will be an excel version available at the Board meeting to make live adjustments. One item referenced in an earlier Agenda item of consideration of a West Yost contract and the decision made to move forward with that or continue with the existing contract will be adjusted at the meeting.

I have worked through the existing bills the City of Lincoln has been paying on our behalf and made the appropriate adjustments to this final draft version. I am working with Stantec to have them pay fuel and oil costs and then we would reimburse through their contract. When Stantec pays, it will be a pass through, and we will track that throughout the year.

Please consider approval of the annual budget.

Staff Recommendation:

“Approval of LiSWA 2023/24 Budget.”

LiSWA FYE 2024 BUDGET- DRAFT For APPROVAL						
		DRAFT				
ASSUMPTIONS		Budget	Projected	Projected	Projected	Projected
3% increase annually		2023-24	2024-25	2025-26	2026-27	2027-28
EXPENDITURES		Budget	Projected	Projected	Projected	Projected
Notes		FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
JPA Board members (\$200/member/mtg/mo)	Budget for Full Board	9,600	9,888	10,185	10,490	10,805
RENTS AND LEASES - PROPERTY		-	-	-	-	-
RENTS AND LEASES - LAND		57,400	57,400	57,400	57,400	57,400
COMPUTERS, SOFTWARE, SECURITY						
Cyber security/VPN		10,500	10,815	11,139	11,474	11,818
Sonitrol	\$1200 per month \$5,600 maintenance/repairs	20,000	20,600	21,218	21,855	22,510
UTILITIES (Includes PGE and Solar)		1,745,000	1,797,350	1,851,271	1,906,809	1,964,013
FUEL & OIL (Estimate \$1,500 per month potential Transfer to Stantec)		18,000	18,540	19,096	19,669	20,259
COMMUNICATION	Wave ATT	12,000	12,360	12,731	13,113	13,506
ADVERTISING/OUTREACH	Community Information	7,500	7,725	7,957	8,195	8,441
LEGAL FEES		100,000	20,000	20,000	20,000	20,000
CONSULTANT SERVICES						
GM Services - West Yost		531,000	546,930	563,338	580,238	597,645
Legal Services		100,000				
Accounting/Audit- Placer County	Placer County Treasurer Assistance and Audit	50,000	51,500	53,045	54,636	56,275
Operations Contract Stantec		5,496,263	5,661,151	5,830,985	6,005,915	6,186,092
Engineering		100,000	103,000	106,090	109,273	112,551
City Of Lincoln IT and Public Works Services		100,000	103,000	106,090	109,273	112,551
FLEET MAINTENANCE		20,000	20,600	21,218	21,855	22,510
MEMBERSHIP DUES		1,000	1,030	1,061	1,093	1,126
INSURANCE		330,000	339,900	350,097	360,600	371,418
REGULATORY FEES		90,000	92,700	95,481	98,345	101,296
TOTAL O & M EXPENDITURES-----		\$ 8,798,263	8,874,489	9,138,402	9,410,232	9,690,217
CAPITAL PROJECTS (annual ave. excluding expansion)		785,000	500,000	500,000	500,000	500,000
DEBT (Phase 1 & 2, Scenario 1)		-	-	-	-	-
TOTAL EXPENDITURES-----		\$ 9,583,263	9,374,489	9,638,402	9,910,232	10,190,217
ESTIMATED REVENUES-----						
BILLING TO PARTNERS						
Operations Charge	Estimate 30,532 EDU @ \$23.47	8,599,032				
Capital/Debt Charge	Estimate 30,532 EDU @ \$11.09	4,063,199				
Reclaimed Water Charges		50,000				
TOTAL REVENUES-----		\$ 12,712,231				