



SOUTH TAHOE PUBLIC UTILITY DISTRICT
REGULAR BOARD MEETING AGENDA
Thursday, May 1, 2025 - 2:00 p.m.
District Board Room
1275 Meadow Crest Drive, South Lake Tahoe, California

Joel Henderson, Director
Nick Haven, Vice President

BOARD MEMBERS
Shane Romsos, President

Kelly Sheehan, Director
Nick Exline, Director

Paul Hughes, General Manager

Andrea Salazar, Chief Financial Officer

1. **CALL TO ORDER REGULAR MEETING – PLEDGE OF ALLEGIANCE** (At this time, please silence phones and other electronic devices so as not to disrupt the business of the meeting.)
2. **COMMENTS FROM THE PUBLIC** (This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the District. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted five minutes.)
3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR** (For purposes of the Brown Act, all Action and Consent items listed give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.)
4. **ADOPTION OF CONSENT CALENDAR** (Any item can be removed to be discussed and considered separately upon request. Comments and questions from members of the public, staff or Board can be taken when the comment does not necessitate separate action.)
5. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION**
6. **ITEMS FOR BOARD ACTION**
 - a. Acquisition of 2438 Cattleman's Trail
(Mark Seelos, Water Resources Manager)
 - 1) Approve purchase of 2438 Cattleman's Trail (El Dorado County Assessor's Parcel Number 80-112-002) in the amount of \$229,775; and (2) Authorize the General Manager to execute the associated real estate transaction documents.
 - b. 2025 Test Well Project
(Mark Seelos, Water Resources Manager)
Authorize staff to advertise for construction bids for the test well drilling and installation component of the 2025 Test Well Project.
 - c. Washoan Pressure Reducing Valve Station
(Laura Hendrickson, Associate Engineer)
 - 1) Waive minor irregularities identified in the bid from White Rock Construction, Inc.; and
 - 2) Award Contract for the Washoan Pressure Reducing Valve Station to White Rock Construction, Inc. in the amount of \$396,050.

- d. Herbert Walkup Pipeline Replacement Project
(Brent Goligoski, Senior Engineer)
Authorize the General Manager to enter into a Reimbursement Agreement with the City of South Lake Tahoe to provide for Road Repairs related to the Herbert Walkup Pipeline Replacement Project in the amount of \$319,416.
 - e. City of South Lake Tahoe Storm Water Projects Reimbursements
(Brent Goligoski, Senior Engineer)
Authorize the General Manager to enter into Reimbursement Agreements with the City of South Lake Tahoe to provide for the relocation of water and sewer utilities related to the (1) Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 1 in the amount of \$326,561.25; (2) Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2 in the amount of \$112,862.50 and; (3) Upper Bijou Park Creek Watershed Restoration Project – Rockwood To Blackwood Drainage Improvements in the amount of \$59,728.75.
7. **STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS** (Discussions may take place; however, no action will be taken.)
 8. **BOARD MEMBER REPORTS** (Discussions may take place; however, no action will be taken.)
 9. **STAFF/ATTORNEY REPORTS** (Discussions may take place; however, no action will be taken.)
 - a. California Water Environment Association Employee and District Recognition
(Adrian Combes, Director of Operations)
 10. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)
 11. **NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**
Past Meetings/Events
04/17/2025 – 2:00 p.m. Regular Board Meeting at the District

Future Meetings/Events
05/06/2025 – 3:30 p.m. Operations Committee Meeting at the District
05/14/2025 – 10:00 a.m. El Dorado Water Agency Meeting in Placerville
05/15/2025 - 2:00 p.m. Regular Board Meeting at the District

ADJOURNMENT (The next Regular Board Meeting is Thursday, May 15, 2025, at 2:00 p.m.)

The South Tahoe Public Utility District Board of Directors regularly meets the first and third Thursday of each month. A complete Agenda packet is available for review at the meeting and at the District office during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. A recording of the meeting is retained for 30 days after Minutes of the meeting have been approved. Items on the Agenda are numbered for identification purposes only and will not necessarily be considered in the order in which they appear. Designated times are for particular items only. Public Hearings will not be called to order prior to the time specified, but may occur slightly later than the specified time.

Public participation is encouraged. Public comments on items appearing on the Agenda will be taken at the same time the Agenda items are heard; comments should be brief and directed to the specifics of the item being considered. Please provide the Clerk of the Board with a copy of all written materials presented at the meeting. Comments on items not on the Agenda can be heard during "Comments from the Audience;" however, action cannot be taken on items not on the Agenda.

Backup materials relating to an open session item on this Agenda, which are not included with the Board packet, will be made available for public inspection at the same time they are distributed or made available to the Board, and can be viewed at the District office, at the Board meeting and upon request to the Clerk of the Board.

The meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District's public meetings. If particular accommodations are needed, please contact the Clerk of the Board at (530) 544-6474, extension 6203. All inquiries must be made at least 48 hours in advance of the meeting.



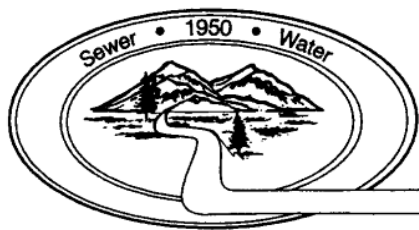
**SOUTH TAHOE PUBLIC UTILITY DISTRICT
CONSENT CALENDAR
Thursday, May 1, 2025**

ITEMS FOR CONSENT

- a. **MARCH 31, 2025 FISCAL YEAR TO DATE FINANCIAL STATEMENTS**
(Andrea Salazar, Chief Financial Officer)
Receive and file the March 31, 2025 Income Statement and Balance Sheet Reports.
- b. **RECEIVE AND FILE PAYMENT OF CLAIMS** (Greg Dupree, Accounting Manager)
Receive and file Payment of Claims in the amount of \$1,932,707.16.
- c. **REGULAR BOARD MEETING MINUTES: April 17, 2025**
(Melonie Guttry, Executive Services Manager/Clerk of the Board)
Approve April 17, 2025, Minutes

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 4a

TO: Board of Directors

FROM: Andrea Salazar, Chief Financial Officer

MEETING DATE: May 1, 2025

ITEM – PROJECT NAME: March 31, 2025 Fiscal Year to Date Financial Statements

REQUESTED BOARD ACTION: Receive and file the March 31, 2025 Income Statement and Balance Sheet Reports.

DISCUSSION: The District auditors Mann, Urrutia, Nelson CPA's and Associates recommend that the District's quarterly financial statements be placed on the Board meeting Agenda for receipt and filing by the Board of Directors. Attached are the March 31, 2025 fiscal year to date Income Statements and Balance Sheet for the water and sewer funds.

Revenue Analysis

Water and sewer service charge revenues through the third quarter ending March 31, 2025, are at 76% and 74% of budget. As expected, with the consumption decrease through the winter months, total water service charges are at budget as well as sewer.

Other revenues included in the category "Charges for Sales and Services" include capacity fees and permit fees, the majority of which are collected at either the beginning or end of the fiscal year, during construction season. Water and sewer connection and service fees are at 79% and 77% of budget on March 31, 2025.

Combined water and sewer tax revenue is approximately 60.9% of the budget with the recent receipt. The next tax revenue distributions will occur in April 2025. In past years, total investment earnings through March 31, 2025 are well over budget due to the reversal of year-end fair market value adjustments; however, there is a lag time in the recording of this income which will be caught up in the quarter ending June 30, 2025. Typically, Grant revenues are negative in the first few months of the year due to the reversal of year-end accrual adjustments. This will normalize throughout the year as grant revenue is recognized as can be seen in the water fund for this period. Combined other operating and nonoperating revenues are at 81.7% of budget. These

revenues are received sporadically throughout the year unlike service charges and as such there are no percentage expectations at quarter end.

Expense Analysis

Water and sewer operating expenses through March 31, 2025, are at 66% and 76% of budget. The water fund is currently below budget where the sewer fund is at the expected spend rate for the third quarter. As the busy season approaches it is too early to project whether the underspending trend will continue through the year. It is important to note that fourth quarter year-end payroll and other accrual entries can erase savings recorded early in the year.

Debt service payments are recorded on specific due dates, not evenly distributed throughout the year, so the percentage of budget spent is not a relevant statistic until all payments for the year have been made.

Water and sewer capital outlay spending through March 31, 2025, is \$4.7 million and \$6.1 million representing 29% and 22% of budget. Most of these expenditures are incurred at the beginning and end of the fiscal year, during construction season. These amounts are subject to change as a reclassification to a Capital Asset is conducted for capital outlay expenses based on project completion. In addition, at the end of the fiscal year an analysis is performed to determine the status of projects and the potential need to roll budgeted funds into the next year for incomplete projects, or to increase capital reserves for future use.

Recommendation

District staff recommends the Board receive and file the attached March 31, 2025, Income Statements and Balance Sheet as presented.

SCHEDULE: N/A

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: March 31, 2025 Income Statement and Balance Sheet

CONCURRENCE WITH REQUESTED ACTION: **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES AS NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____



Income Statement

Through 03/31/25
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	Budget Less YTD Actual	% of Budget	Prior Year Total Actual
Fund Category Proprietary Funds						
Fund Type Enterprise Funds						
Fund 10 - Sewer Fund						
<i>Operating Revenue</i>						
<i>Charges for sales and services</i>						
Service charges	20,750,549.00	1,706,111.46	15,373,026.85	5,377,522.15	74	18,267,376.36
Connection and service fees	589,853.00	14,612.08	455,805.70	134,047.30	77	485,859.60
Other operating income	519,000.00	25,179.84	441,347.85	77,652.15	85	602,418.86
<i>Charges for sales and services Totals</i>	<i>\$21,859,402.00</i>	<i>\$1,745,903.38</i>	<i>\$16,270,180.40</i>	<i>\$5,589,221.60</i>	<i>74%</i>	<i>\$19,355,654.82</i>
<i>Operating Revenue Totals</i>	<i>\$21,859,402.00</i>	<i>\$1,745,903.38</i>	<i>\$16,270,180.40</i>	<i>\$5,589,221.60</i>	<i>74%</i>	<i>\$19,355,654.82</i>
<i>Non Operating Revenue</i>						
Tax revenue	8,076,371.00	310,159.55	3,431,477.60	4,644,893.40	42	8,663,322.65
Investment earnings	264,000.00	2,011.91	169,006.66	94,993.34	64	1,141,603.52
Aid from governmental agencies	556,500.00	149,047.78	(770,171.13)	1,326,671.13	(138)	199,673.37
Other nonoperating income	48,255.00	2,414.86	151,667.07	(103,412.07)	314	186,266.90
<i>Non Operating Revenue Totals</i>	<i>\$8,945,126.00</i>	<i>\$463,634.10</i>	<i>\$2,981,980.20</i>	<i>\$5,963,145.80</i>	<i>33%</i>	<i>\$10,190,866.44</i>
<i>Operating Expenses</i>						
Wages Full Time	8,633,166.00	1,730,211.45	6,933,458.15	1,699,707.85	80	7,564,602.57
Wages Part-Time	229,500.00	4,527.95	122,373.64	107,126.36	53	134,517.01
Benefits	4,505,663.00	478,224.88	2,974,534.36	1,531,128.64	66	5,076,685.35
Depreciation and amortization	5,962,000.00	.00	3,818,268.93	2,143,731.07	64	5,732,978.61
Utilities	3,061,830.00	501,443.38	3,150,732.82	(88,902.82)	103	4,024,735.20
Repairs and maintenance	1,527,291.00	159,894.27	1,181,450.80	345,840.20	77	1,402,920.66
Other operating expenses	3,548,758.00	211,939.35	2,777,533.31	771,224.69	78	4,406,981.16
<i>Operating Expenses Totals</i>	<i>\$27,468,208.00</i>	<i>\$3,086,241.28</i>	<i>\$20,958,352.01</i>	<i>\$6,509,855.99</i>	<i>76%</i>	<i>\$28,343,420.56</i>
<i>Nonoperating Expenses</i>						
Debt Service - Net	2,365,635.00	.00	.00	2,365,635.00	0	.00
Interest expense	351,875.00	(16,990.63)	119,530.00	232,345.00	34	462,521.97
Other expense	830,930.00	(431.53)	541,803.23	289,126.77	65	792,027.85
<i>Nonoperating Expenses Totals</i>	<i>\$3,548,440.00</i>	<i>(\$17,422.16)</i>	<i>\$661,333.23</i>	<i>\$2,887,106.77</i>	<i>19%</i>	<i>\$1,254,549.82</i>
Capital Outlay Expenditures	28,042,522.00	245,132.66	6,132,226.01	21,910,295.99	22	(4.00)
Fund 10 - Sewer Fund Totals						
REVENUE TOTALS	30,804,528.00	2,209,537.48	19,252,160.60	11,552,367.40	62%	29,546,521.26
EXPENSE TOTALS	59,059,170.00	3,313,951.78	27,751,911.25	31,307,258.75	47%	29,597,966.38
Fund 10 - Sewer Fund Net Gain (Loss)	(\$28,254,642.00)	(\$1,104,414.30)	(\$8,499,750.65)	\$19,754,891.35	30%	(\$51,445.12)



Income Statement

Through 03/31/25
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	Budget Less YTD Actual	% of Budget	Prior Year Total Actual
Fund Category Proprietary Funds						
Fund Type Enterprise Funds						
Fund 20 - Water Fund						
<i>Operating Revenue</i>						
<i>Charges for sales and services</i>						
Service charges	16,565,762.00	1,163,674.07	12,564,507.81	4,001,254.19	76	15,078,769.48
Connection and service fees	675,240.00	3,079.20	535,546.47	139,693.53	79	675,406.52
Other operating income	225,000.00	22,954.24	224,497.98	502.02	100	272,090.51
<i>Charges for sales and services Totals</i>	\$17,466,002.00	\$1,189,707.51	\$13,324,552.26	\$4,141,449.74	76%	\$16,026,266.51
<i>Operating Revenue Totals</i>	\$17,466,002.00	\$1,189,707.51	\$13,324,552.26	\$4,141,449.74	76%	\$16,026,266.51
<i>Non Operating Revenue</i>						
Tax revenue	3,977,600.00	.00	3,911,395.78	66,204.22	98	3,354,900.00
Investment earnings	95,000.00	71.31	85,850.13	9,149.87	90	533,458.29
Aid from governmental agencies	3,186,000.00	585,176.51	861,308.30	2,324,691.70	27	509,270.31
Other nonoperating income	486,600.00	59,533.24	226,920.62	259,679.38	47	262,079.88
<i>Non Operating Revenue Totals</i>	\$7,745,200.00	\$644,781.06	\$5,085,474.83	\$2,659,725.17	66%	\$4,659,708.48
<i>Operating Expenses</i>						
Wages Full Time	5,814,712.00	1,122,429.32	4,532,559.13	1,282,152.87	78	4,793,405.76
Wages Part-Time	269,200.00	4,525.92	116,317.08	152,882.92	43	215,466.03
Benefits	2,920,880.00	300,496.87	1,887,908.29	1,032,971.71	65	3,170,153.53
Depreciation and amortization	4,847,000.00	.00	3,343,049.79	1,503,950.21	69	4,789,873.77
Utilities	1,094,480.00	184,539.38	1,538,304.99	(443,824.99)	141	1,412,159.43
Repairs and maintenance	2,292,538.00	92,438.66	1,525,095.31	767,442.69	67	2,575,011.08
Other operating expenses	3,832,461.00	159,171.03	1,694,884.19	2,137,576.81	44	2,031,174.10
<i>Operating Expenses Totals</i>	\$21,071,271.00	\$1,863,601.18	\$14,638,118.78	\$6,433,152.22	69%	\$18,987,243.70
<i>Nonoperating Expenses</i>						
Debt Service - Net	1,074,265.00	.00	.00	1,074,265.00	0	.00
Interest expense	327,305.00	.00	141,096.81	186,208.19	43	420,471.44
Other expense	53,280.00	1,215.16	40,742.33	12,537.67	76	46,060.39
<i>Nonoperating Expenses Totals</i>	\$1,454,850.00	\$1,215.16	\$181,839.14	\$1,273,010.86	12%	\$466,531.83
Capital Outlay Expenditures	16,241,180.00	141,812.61	4,766,474.80	11,474,705.20	29	(4.00)
Fund 20 - Water Fund Totals						
REVENUE TOTALS	25,211,202.00	1,834,488.57	18,410,027.09	6,801,174.91	73%	20,685,974.99
EXPENSE TOTALS	38,767,301.00	2,006,628.95	19,586,432.72	19,180,868.28	51%	19,453,771.53
Fund 20 - Water Fund Net Gain (Loss)	(\$13,556,099.00)	(\$172,140.38)	(\$1,176,405.63)	\$12,379,693.37	9%	\$1,232,203.46
Fund Type Enterprise Funds Totals						
REVENUE TOTALS	56,015,730.00	4,044,026.05	37,662,187.69	18,353,542.31	67%	50,232,496.25
EXPENSE TOTALS	97,826,471.00	5,320,580.73	47,338,343.97	50,488,127.03	48%	49,051,737.91



Income Statement

Through 03/31/25
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	Budget Less YTD Actual	% of Budget	Prior Year Total Actual
Fund Category Proprietary Funds						
Fund Type Enterprise Funds Net Gain (Loss)	(\$41,810,741.00)	(\$1,276,554.68)	(\$9,676,156.28)	\$32,134,584.72	23%	\$1,180,758.34
Fund Category Proprietary Funds Totals						
REVENUE TOTALS	56,015,730.00	4,044,026.05	37,662,187.69	18,353,542.31	67%	50,232,496.25
EXPENSE TOTALS	97,826,471.00	5,320,580.73	47,338,343.97	50,488,127.03	48%	49,051,737.91
Fund Category Proprietary Funds Net Gain (Loss)	(\$41,810,741.00)	(\$1,276,554.68)	(\$9,676,156.28)	\$32,134,584.72	23%	\$1,180,758.34
Grand Totals						
REVENUE TOTALS	56,015,730.00	4,044,026.05	37,662,187.69	18,353,542.31	67%	50,232,496.25
EXPENSE TOTALS	97,826,471.00	5,320,580.73	47,338,343.97	50,488,127.03	48%	49,051,737.91
Grand Total Net Gain (Loss)	(\$41,810,741.00)	(\$1,276,554.68)	(\$9,676,156.28)	\$32,134,584.72	23%	\$1,180,758.34



Balance Sheet

Through 03/31/25
Summary Listing

Classification	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category Proprietary Funds				
Fund Type Enterprise Funds				
Fund 10 - Sewer Fund				
ASSETS				
<i>Current Assets</i>				
Cash and Cash Equivalents	22,352,652.09	9,786,111.98	12,566,540.11	128.41
Investments	.00	248,777.61	(248,777.61)	(100.00)
Accounts Receivable	2,598,072.20	2,031,398.79	566,673.41	27.90
Current Lease Receivable	38,841.00	38,841.00	.00	.00
Due From Governmental Agencies	176,601.41	1,579,711.82	(1,403,110.41)	(88.82)
Property Tax Receivable	.00	11,311,047.00	(11,311,047.00)	(100.00)
Interest Receivable	7,908.44	176,512.06	(168,603.62)	(95.52)
Other Current Assets	544,157.36	360,887.31	183,270.05	50.78
<i>Current Assets Totals</i>	<u>\$25,718,232.50</u>	<u>\$25,533,287.57</u>	<u>\$184,944.93</u>	<u>0.72%</u>
<i>Noncurrent Assets</i>				
<i>Restricted Assets</i>				
Certificate of Deposit	50,000.00	50,000.00	.00	.00
<i>Restricted Assets Totals</i>	<u>\$50,000.00</u>	<u>\$50,000.00</u>	<u>\$0.00</u>	<u>0.00%</u>
Long-Term Accounts Receivable	461,399.97	805,238.87	(343,838.90)	(42.70)
Long Term Lease Receivable	818,357.72	818,357.72	.00	.00
Subscription Assets	198,412.00	198,412.00	.00	.00
Due From Other Governmental Agencies	73,020.00	73,020.00	.00	.00
Investments	.00	15,987,975.88	(15,987,975.88)	(100.00)
Capital Assets	117,910,522.40	121,470,476.99	(3,559,954.59)	(2.93)
Construction in Progress	15,454,911.54	15,454,911.54	.00	.00
<i>Noncurrent Assets Totals</i>	<u>\$134,966,623.63</u>	<u>\$154,858,393.00</u>	<u>(\$19,891,769.37)</u>	<u>(12.85%)</u>
<i>Deferred Outflows of Resources</i>				
Refunding Loan Costs	42,169.36	56,225.80	(14,056.44)	(25.00)
Changes in the Pension Liability	4,503,580.18	4,503,580.18	.00	.00
<i>Deferred Outflows of Resources Totals</i>	<u>\$4,545,749.54</u>	<u>\$4,559,805.98</u>	<u>(\$14,056.44)</u>	<u>(0.31%)</u>
ASSETS TOTALS	<u>\$165,230,605.67</u>	<u>\$184,951,486.55</u>	<u>(\$19,720,880.88)</u>	<u>(10.66%)</u>
LIABILITIES AND FUND EQUITY				
LIABILITIES				
<i>Current Liabilities</i>				
Accounts Payable and Other Liabilities	679,124.29	1,976,830.75	(1,297,706.46)	(65.65)
Unearned Revenue	1,000.00	.00	1,000.00	+++
Accrued Expenses	424,793.73	1,157,677.75	(732,884.02)	(63.31)
Accrued Interest Payable	526.00	218,551.17	(218,025.17)	(99.76)
Compensated Absences	886,962.45	903,849.46	(16,887.01)	(1.87)
Long Term Liabilities - Current Portion	2,365,624.56	2,365,624.56	.00	.00



Balance Sheet

Through 03/31/25
Summary Listing

Classification	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category Proprietary Funds				
Fund Type Enterprise Funds				
Fund 10 - Sewer Fund				
LIABILITIES AND FUND EQUITY				
LIABILITIES				
<i>Current Liabilities</i>				
Subscription Liabilities	73,924.00	73,924.00	.00	.00
<i>Current Liabilities Totals</i>	<u>\$4,431,955.03</u>	<u>\$6,696,457.69</u>	<u>(\$2,264,502.66)</u>	<u>(33.82%)</u>
<i>Noncurrent Liabilities</i>				
Compensated Absences - Long Term Portion	912,286.80	726,956.75	185,330.05	25.49
Long Term Liabilities - Long Term Portion	28,916,687.49	26,747,598.04	2,169,089.45	8.11
Subscription Liabilities	77,523.00	77,523.00	.00	.00
Net Pension Liability	9,733,680.77	9,748,764.77	(15,084.00)	(.15)
<i>Noncurrent Liabilities Totals</i>	<u>\$39,640,178.06</u>	<u>\$37,300,842.56</u>	<u>\$2,339,335.50</u>	<u>6.27%</u>
<i>Deferred Inflows of Resources</i>				
Property Tax Receivable	.00	11,311,047.00	(11,311,047.00)	(100.00)
Lease Receivable	812,889.10	812,889.10	.00	.00
Changes in Net Pension Liability	178,822.20	178,822.20	.00	.00
<i>Deferred Inflows of Resources Totals</i>	<u>\$991,711.30</u>	<u>\$12,302,758.30</u>	<u>(\$11,311,047.00)</u>	<u>(91.94%)</u>
LIABILITIES TOTALS	<u>\$45,063,844.39</u>	<u>\$56,300,058.55</u>	<u>(\$11,236,214.16)</u>	<u>(19.96%)</u>
FUND EQUITY				
Restricted for capital asset purchases	47,069,787.52	47,069,787.52	.00	.00
Unrestricted	81,596,724.41	81,581,640.48	15,083.93	.02
FUND EQUITY TOTALS Prior to Current Year Changes	<u>\$128,666,511.93</u>	<u>\$128,651,428.00</u>	<u>\$15,083.93</u>	<u>0.01%</u>
Prior Year Fund Equity Adjustment	.00	.00		
Fund Revenues	(19,252,160.60)	(29,546,521.26)		
Fund Expenses	27,751,911.25	29,597,966.38		
FUND EQUITY TOTALS	<u>\$120,166,761.28</u>	<u>\$128,599,982.88</u>	<u>(\$8,433,221.60)</u>	<u>(6.56%)</u>
LIABILITIES AND FUND EQUITY	<u>\$165,230,605.67</u>	<u>\$184,900,041.43</u>	<u>(\$19,669,435.76)</u>	<u>(10.64%)</u>
Fund 10 - Sewer Fund Totals	<u>\$0.00</u>	<u>\$51,445.12</u>	<u>(\$51,445.12)</u>	<u>(100.00%)</u>



Balance Sheet

Through 03/31/25
Summary Listing

Classification	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category Proprietary Funds				
Fund Type Enterprise Funds				
Fund 20 - Water Fund				
ASSETS				
<i>Current Assets</i>				
Cash and Cash Equivalents	14,041,008.00	5,762,564.05	8,278,443.95	143.66
Investments	.00	152,476.61	(152,476.61)	(100.00)
Accounts Receivable	2,375,741.73	1,796,183.22	579,558.51	32.27
Current Lease Receivable	38,841.00	38,841.00	.00	.00
Due From Governmental Agencies	832,795.74	562,651.21	270,144.53	48.01
Interest Receivable	.00	106,359.83	(106,359.83)	(100.00)
Other Current Assets	1,396,631.06	1,117,708.96	278,922.10	24.95
<i>Current Assets Totals</i>	<u>\$18,685,017.53</u>	<u>\$9,536,784.88</u>	<u>\$9,148,232.65</u>	<u>95.93%</u>
<i>Noncurrent Assets</i>				
<i>Restricted Assets</i>				
Cash and Cash Equivalents	118,416.66	117,973.24	443.42	.38
Certificate of Deposit	115,000.00	115,000.00	.00	.00
<i>Restricted Assets Totals</i>	<u>\$233,416.66</u>	<u>\$232,973.24</u>	<u>\$443.42</u>	<u>0.19%</u>
Long Term Lease Receivable	818,357.72	818,357.72	.00	.00
Subscription Assets	198,411.00	198,411.00	.00	.00
Due From Other Governmental Agencies	73,020.00	73,020.00	.00	.00
Investments	.00	9,799,082.01	(9,799,082.01)	(100.00)
Capital Assets	98,939,519.21	101,807,241.56	(2,867,722.35)	(2.82)
Construction in Progress	14,704,682.35	14,745,282.11	(40,599.76)	(.28)
<i>Noncurrent Assets Totals</i>	<u>\$114,967,406.94</u>	<u>\$127,674,367.64</u>	<u>(\$12,706,960.70)</u>	<u>(9.95%)</u>
<i>Deferred Outflows of Resources</i>				
Changes in the Pension Liability	2,947,801.82	2,947,801.82	.00	.00
<i>Deferred Outflows of Resources Totals</i>	<u>\$2,947,801.82</u>	<u>\$2,947,801.82</u>	<u>\$0.00</u>	<u>0.00%</u>
ASSETS TOTALS	<u>\$136,600,226.29</u>	<u>\$140,158,954.34</u>	<u>(\$3,558,728.05)</u>	<u>(2.54%)</u>
LIABILITIES AND FUND EQUITY				
LIABILITIES				
<i>Current Liabilities</i>				
Accounts Payable and Other Liabilities	686,302.23	3,040,148.25	(2,353,846.02)	(77.43)
Unearned Revenue	16,949.00	18,113.00	(1,164.00)	(6.43)
Accrued Expenses	1,125,298.71	570,906.37	554,392.34	97.11
Accrued Interest Payable	527.00	116,783.43	(116,256.43)	(99.55)
Compensated Absences	653,299.08	675,758.86	(22,459.78)	(3.32)
Long Term Liabilities - Current Portion	1,146,280.82	1,146,280.82	.00	.00
Subscription Liabilities	73,924.00	73,924.00	.00	.00
<i>Current Liabilities Totals</i>	<u>\$3,702,580.84</u>	<u>\$5,641,914.73</u>	<u>(\$1,939,333.89)</u>	<u>(34.37%)</u>



Balance Sheet

Through 03/31/25
Summary Listing

Classification	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category Proprietary Funds				
Fund Type Enterprise Funds				
Fund 20 - Water Fund				
LIABILITIES AND FUND EQUITY				
LIABILITIES				
<i>Noncurrent Liabilities</i>				
Compensated Absences - Long Term Portion	633,281.78	508,926.58	124,355.20	24.43
Long Term Liabilities - Long Term Portion	29,924,352.63	30,614,750.50	(690,397.87)	(2.26)
Subscription Liabilities	77,523.00	77,523.00	.00	.00
Net Pension Liability	6,332,888.23	6,332,888.23	.00	.00
<i>Noncurrent Liabilities Totals</i>	\$36,968,045.64	\$37,534,088.31	(\$566,042.67)	(1.51%)
<i>Deferred Inflows of Resources</i>				
Lease Receivable	812,889.10	812,889.10	.00	.00
Changes in Net Pension Liability	119,214.80	119,214.80	.00	.00
<i>Deferred Inflows of Resources Totals</i>	\$932,103.90	\$932,103.90	\$0.00	0.00%
LIABILITIES TOTALS	\$41,602,730.38	\$44,108,106.94	(\$2,505,376.56)	(5.68%)
FUND EQUITY				
Restricted for capital asset purchases	71,417,037.98	71,417,037.98	.00	.00
Unrestricted	24,756,863.56	24,633,809.42	123,054.14	.50
FUND EQUITY TOTALS Prior to Current Year Changes	\$96,173,901.54	\$96,050,847.40	\$123,054.14	0.13%
Prior Year Fund Equity Adjustment	.00	.00		
Fund Revenues	(18,410,027.09)	(20,685,974.99)		
Fund Expenses	19,586,432.72	19,453,771.53		
FUND EQUITY TOTALS	\$94,997,495.91	\$97,283,050.86	(\$2,285,554.95)	(2.35%)
LIABILITIES AND FUND EQUITY	\$136,600,226.29	\$141,391,157.80	(\$4,790,931.51)	(3.39%)
Fund 20 - Water Fund Totals	\$0.00	(\$1,232,203.46)	\$1,232,203.46	100.00%



Balance Sheet

Through 03/31/25
Summary Listing

Classification	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category Proprietary Funds				
Fund Type Enterprise Funds				
Fund 80 - Pooled Cash				
ASSETS				
<i>Current Assets</i>				
Cash and Cash Equivalents	(26,824,747.38)	.00	(26,824,747.38)	+++
Investments	70,000.00	.00	70,000.00	+++
<i>Current Assets Totals</i>	<u>(\$26,754,747.38)</u>	<u>\$0.00</u>	<u>(\$26,754,747.38)</u>	<u>+++</u>
<i>Noncurrent Assets</i>				
Investments	26,881,287.64	.00	26,881,287.64	+++
<i>Noncurrent Assets Totals</i>	<u>\$26,881,287.64</u>	<u>\$0.00</u>	<u>\$26,881,287.64</u>	<u>+++</u>
ASSETS TOTALS	<u>\$126,540.26</u>	<u>\$0.00</u>	<u>\$126,540.26</u>	<u>+++</u>
Prior Year Fund Equity Adjustment	.00	.00		
Fund Revenues	(126,540.26)	.00		
Fund Expenses	.00	.00		
FUND EQUITY TOTALS	<u>\$126,540.26</u>	<u>\$0.00</u>	<u>\$126,540.26</u>	<u>+++</u>
LIABILITIES AND FUND EQUITY	<u>\$126,540.26</u>	<u>\$0.00</u>	<u>\$126,540.26</u>	<u>+++</u>
Fund 80 - Pooled Cash Totals	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>+++</u>
Fund Type Enterprise Funds Totals	<u>\$0.00</u>	<u>(\$1,180,758.34)</u>	<u>\$1,180,758.34</u>	<u>100.00%</u>
Fund Category Proprietary Funds Totals	<u>\$0.00</u>	<u>(\$1,180,758.34)</u>	<u>\$1,180,758.34</u>	<u>100.00%</u>
Grand Totals	<u>\$0.00</u>	<u>(\$1,180,758.34)</u>	<u>\$1,180,758.34</u>	<u>100.00%</u>

PAYMENT OF CLAIMS

FOR APPROVAL

May 1, 2025

Payroll	4/15/25	669,385.71
Total Payroll		<u>669,385.71</u>
ADP & Insight eTools		5,854.55
AFLAC/WageWorks claims and fees		116.00
California SWRCB SRF loan payments		426,071.86
Ameritas - Insurance Payments		<u>4,922.77</u>
Total Vendor EFT		436,965.18

<u>Weekly Approved Check Batches</u>	<u>Water</u>	<u>Sewer</u>	<u>Total</u>
Thursday, April 17, 2025	245,820.05	287,131.53	532,951.58
Wednesday, April 23, 2025	69,570.51	61,249.91	130,820.42
Checks, Voids and Reissues	-13,307.21	175,891.48	<u>162,584.27</u>
Total Accounts Payable Checks			826,356.27
Grand Total			<u><u>\$1,932,707.16</u></u>

<u>Payroll EFTs & Checks</u>	<u>4/15/2025</u>
EFT CA Employment Taxes & W/H	32,917.19
EFT Federal Employment Taxes & W/H	148,609.38
EFT CalPERS Contributions	104,201.11
EFT Empower Retirement-Deferred Comp	27,841.38
EFT Stationary Engineers Union Dues	3,291.66
EFT CDHP Health Savings (HSA)	5,347.12
EFT Employee Direct Deposits	346,872.93
CHK Employee Garnishments	304.94
<i>Total</i>	<u>669,385.71</u>



Payment of Claims

Payment Date Range 04/10/25 - 04/23/25
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 43721 - ACWA/JPIA									
3rd Qtr 24/25	Workers Comp Insurance Payable	Paid by EFT #3821		04/15/2025	04/16/2025	03/31/2025		04/17/2025	57,239.62
			Vendor 43721 - ACWA/JPIA Totals				Invoices	1	\$57,239.62
Vendor 48573 - AESSEAL INC									
0090524768	Primary Equipment	Paid by EFT #3895		04/09/2025	04/23/2025	04/30/2025		04/23/2025	4,500.83
			Vendor 48573 - AESSEAL INC Totals				Invoices	1	\$4,500.83
Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO									
245939	Office Supply Issues	Paid by EFT #3822		04/01/2025	04/16/2025	04/30/2025		04/17/2025	134.00
245940	Office Supply Issues	Paid by EFT #3822		04/01/2025	04/16/2025	04/30/2025		04/17/2025	75.75
246087	Office Supply Issues	Paid by EFT #3822		04/08/2025	04/16/2025	04/30/2025		04/17/2025	134.00
246088	Office Supply Issues	Paid by EFT #3822		04/08/2025	04/16/2025	04/30/2025		04/17/2025	75.75
246233	Office Supply Issues	Paid by EFT #3896		04/15/2025	04/23/2025	04/30/2025		04/23/2025	134.00
246234	Office Supply Issues	Paid by EFT #3896		04/15/2025	04/23/2025	04/30/2025		04/23/2025	75.75
			Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO Totals				Invoices	6	\$629.25
Vendor 49337 - AMAZON CAPITAL SERVICES INC.									
1K4Q-4MKL-P3NM	Grounds & Maintenance	Paid by EFT #3823		03/18/2025	04/16/2025	04/30/2025		04/17/2025	87.92
14HY-9PND-C6MN	Primary & Secondary Equipment	Paid by EFT #3897		03/24/2025	04/23/2025	04/30/2025		04/23/2025	150.06
1KJY-YDG6-FGVR	District Computer Supplies	Paid by EFT #3823		03/27/2025	04/16/2025	04/30/2025		04/17/2025	120.92
1KLT-XCG9-K1KH	Pump Stations	Paid by EFT #3897		03/31/2025	04/23/2025	04/30/2025		04/23/2025	404.54
1M1X-746T-WP7C	Pump Stations	Paid by EFT #3897		04/01/2025	04/23/2025	04/30/2025		04/23/2025	350.70
1DJH-YFL6-6FK9	District Computer Supplies	Paid by EFT #3823		04/07/2025	04/16/2025	04/30/2025		04/17/2025	65.24
16GG-J61C-LPXT	Office Supplies	Paid by EFT #3823		04/08/2025	04/16/2025	04/30/2025		04/17/2025	74.81
			Vendor 49337 - AMAZON CAPITAL SERVICES INC. Totals				Invoices	7	\$1,254.19
Vendor 45202 - AT&T MOBILITY									
287306407514 425	Telephone	Paid by EFT #3824		04/02/2025	04/16/2025	04/30/2025		04/17/2025	4,980.28
			Vendor 45202 - AT&T MOBILITY Totals				Invoices	1	\$4,980.28
Vendor 48000 - AT&T/CALNET 3									
000023293037 325	Telephone	Paid by EFT #3825		04/07/2025	04/16/2025	03/31/2025		04/17/2025	31.65
000023293038 325	Telephone	Paid by EFT #3825		04/07/2025	04/16/2025	03/31/2025		04/17/2025	31.65
000023293040 325	Telephone	Paid by EFT #3825		04/07/2025	04/16/2025	03/31/2025		04/17/2025	39.04
000023341521	Telephone	Paid by EFT #3898		04/15/2025	04/23/2025	04/30/2025		04/23/2025	31.65
000023341522	Telephone	Paid by EFT #3898		04/15/2025	04/23/2025	04/30/2025		04/23/2025	31.65
			Vendor 48000 - AT&T/CALNET 3 Totals				Invoices	5	\$165.64
Vendor 48974 - FRANCISCO AVINA									
SWRCB D3 2025	Dues - Memberships - Certification	Paid by EFT #3826		03/04/2025	04/16/2025	04/30/2025		04/17/2025	120.00
			Vendor 48974 - FRANCISCO AVINA Totals				Invoices	1	\$120.00
Vendor 50103 - AZUL ELECTRIC SUPPLY LLC									
008079	Buildings	Paid by EFT #3827		03/25/2025	04/16/2025	04/30/2025		04/17/2025	111.38
008302	Repair - Maintenance Water Tanks	Paid by EFT #3899		04/10/2025	04/23/2025	04/30/2025		04/23/2025	98.00
			Vendor 50103 - AZUL ELECTRIC SUPPLY LLC Totals				Invoices	2	\$209.38



Payment of Claims

Payment Date Range 04/10/25 - 04/23/25
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 49702 - B&T SALES AND SERVICE INC									
33708	Contractual Services	Paid by EFT #3828		03/21/2025	04/16/2025	04/30/2025		04/17/2025	4,242.52
		Vendor 49702 - B&T SALES AND SERVICE INC Totals				Invoices	1		\$4,242.52
Vendor 44109 - BB&H BENEFIT DESIGNS									
124228	Contractual Services	Paid by EFT #3829		04/03/2025	04/16/2025	04/30/2025		04/17/2025	242.00
		Vendor 44109 - BB&H BENEFIT DESIGNS Totals				Invoices	1		\$242.00
Vendor 45009 - BENTLY RANCH									
212993	Biosolid Disposal Costs	Paid by EFT #3830		04/10/2025	04/16/2025	04/30/2025		04/17/2025	1,017.75
		Vendor 45009 - BENTLY RANCH Totals				Invoices	1		\$1,017.75
Vendor 48768 - BOBCAT OF RENO INC									
P45338	Automotive	Paid by EFT #3831		04/01/2025	04/16/2025	04/30/2025		04/17/2025	755.27
		Vendor 48768 - BOBCAT OF RENO INC Totals				Invoices	1		\$755.27
Vendor 48995 - BRENLYN BORLEY									
PER DIEM 051125	Travel - Meetings - Education	Paid by EFT #3900		04/16/2025	04/23/2025	05/31/2025		04/23/2025	258.00
		Vendor 48995 - BRENLYN BORLEY Totals				Invoices	1		\$258.00
Vendor 48767 - CALIFORNIA LAB SERVICE									
5010660	Monitoring	Paid by EFT #3832		01/16/2025	04/16/2025	04/30/2025		04/17/2025	92.00
5030743	Monitoring	Paid by EFT #3832		03/14/2025	04/16/2025	04/30/2025		04/17/2025	140.00
5030808	Monitoring	Paid by EFT #3832		03/17/2025	04/16/2025	04/30/2025		04/17/2025	88.00
5030971	Monitoring	Paid by EFT #3832		03/19/2025	04/16/2025	04/30/2025		04/17/2025	254.00
5031164	Monitoring	Paid by EFT #3832		03/24/2025	04/16/2025	04/30/2025		04/17/2025	530.00
		Vendor 48767 - CALIFORNIA LAB SERVICE Totals				Invoices	5		\$1,104.00
Vendor 50154 - SINEAD CARNEY									
REIMB 020725	Travel - Meetings - Education	Paid by EFT #3833		02/12/2025	04/16/2025	04/30/2025		04/17/2025	921.47
		Vendor 50154 - SINEAD CARNEY Totals				Invoices	1		\$921.47
Vendor 13230 - CAROLLO ENGINEERS									
FB64535	Contractual Services	Paid by EFT #3834		04/04/2025	04/16/2025	04/30/2025		04/17/2025	20,409.00
		Vendor 13230 - CAROLLO ENGINEERS Totals				Invoices	1		\$20,409.00
Vendor 48406 - CHARTER COMMUNICATIONS									
176157701040125	Telephone	Paid by EFT #3835		04/01/2025	04/16/2025	04/30/2025		04/17/2025	150.00
		Vendor 48406 - CHARTER COMMUNICATIONS Totals				Invoices	1		\$150.00
Vendor 48672 - CINTAS CORP									
5262579005	Safety Equipment - Physicals	Paid by EFT #3836		04/03/2025	04/16/2025	04/30/2025		04/17/2025	487.37
		Vendor 48672 - CINTAS CORP Totals				Invoices	1		\$487.37
Vendor 40512 - CODALE ELECTRIC SUPPLY									
S009107287.001	Submersible Pump, EP Station	Paid by EFT #3901		04/04/2025	04/23/2025	04/30/2025		04/23/2025	1,060.29
		Vendor 40512 - CODALE ELECTRIC SUPPLY Totals				Invoices	1		\$1,060.29
Vendor 48181 - CONSTRUCTION MATERIALS ENG INC									
17637	Filters 3, 4 Rehab	Paid by EFT #3837		04/04/2025	04/16/2025	04/30/2025		04/17/2025	255.00
17638	Upper Truckee Sewer PS Rehab	Paid by EFT #3837		04/04/2025	04/16/2025	04/30/2025		04/17/2025	180.00
17673	Filters 3, 4 Rehab	Paid by EFT #3837		04/07/2025	04/16/2025	04/30/2025		04/17/2025	447.50
		Vendor 48181 - CONSTRUCTION MATERIALS ENG INC Totals				Invoices	3		\$882.50



Payment of Claims

Payment Date Range 04/10/25 - 04/23/25
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount	
Vendor 42897 - CWEA										
47968 CSM2 2025	Dues - Memberships - Certification	Paid by Check #114928		04/07/2025	04/23/2025	04/30/2025		04/23/2025	111.00	
							Vendor 42897 - CWEA Totals	Invoices	1	<u>\$111.00</u>
Vendor 48289 - DIY HOME CENTER										
Mar 25 Stmt	Buildings & Shop Supplies	Paid by EFT #3902		03/31/2025	04/23/2025	04/30/2025		04/23/2025	916.09	
							Vendor 48289 - DIY HOME CENTER Totals	Invoices	1	<u>\$916.09</u>
Vendor 50366 - JUDY DORSEY										
2707614	Toilet Rebate Program	Paid by EFT #3838		04/08/2025	04/16/2025	04/30/2025		04/17/2025	90.00	
							Vendor 50366 - JUDY DORSEY Totals	Invoices	1	<u>\$90.00</u>
Vendor 43649 - DOUGLAS DISPOSAL										
3017222	Refuse Disposal	Paid by EFT #3839		04/01/2025	04/16/2025	04/30/2025		04/17/2025	28.25	
							Vendor 43649 - DOUGLAS DISPOSAL Totals	Invoices	1	<u>\$28.25</u>
Vendor 49746 - GREGORY DUPREE										
PER DIEM 051125	Travel - Meetings - Education	Paid by EFT #3903		12/19/2024	04/23/2025	05/31/2025		04/23/2025	258.00	
							Vendor 49746 - GREGORY DUPREE Totals	Invoices	1	<u>\$258.00</u>
Vendor 14683 - EL DORADO COUNTY TRANSPORTATION DEPT										
U19767	Caltrans - City - County - Improvements	Paid by EFT #3904		04/04/2025	04/23/2025	04/30/2025		04/23/2025	644.24	
							Vendor 14683 - EL DORADO COUNTY TRANSPORTATION DEPT Totals	Invoices	1	<u>\$644.24</u>
Vendor 45227 - EMPIRE SAFETY & SUPPLY										
0127113-IN	Field, Shop & Safety Supplies Inventory	Paid by EFT #3840		03/27/2025	04/16/2025	04/30/2025		04/17/2025	786.79	
							Vendor 45227 - EMPIRE SAFETY & SUPPLY Totals	Invoices	1	<u>\$786.79</u>
Vendor 44263 - ENS RESOURCES INC										
3838	Public Relations Expense	Paid by EFT #3841		04/05/2025	04/16/2025	04/30/2025		04/17/2025	5,000.00	
							Vendor 44263 - ENS RESOURCES INC Totals	Invoices	1	<u>\$5,000.00</u>
Vendor 18550 - EUROFINS EATON ANALYTICAL LLC										
3800078438	Monitoring	Paid by EFT #3842		03/11/2025	04/16/2025	04/30/2025		04/17/2025	1,133.00	
3800079192	Monitoring	Paid by EFT #3842		03/19/2025	04/16/2025	04/30/2025		04/17/2025	92.70	
3800079966	Monitoring	Paid by EFT #3842		03/26/2025	04/16/2025	04/30/2025		04/17/2025	10.00	
3800079967	Monitoring	Paid by EFT #3842		03/26/2025	04/16/2025	04/30/2025		04/17/2025	159.65	
3800080066	Monitoring	Paid by EFT #3842		03/27/2025	04/16/2025	04/30/2025		04/17/2025	108.15	
3800080260	Monitoring	Paid by EFT #3842		03/28/2025	04/16/2025	04/30/2025		04/17/2025	36.05	
3800080472	Monitoring	Paid by EFT #3842		03/31/2025	04/16/2025	04/30/2025		04/17/2025	1,292.65	
3800080682	Monitoring	Paid by EFT #3842		04/01/2025	04/16/2025	04/30/2025		04/17/2025	40.00	
3800081094	Monitoring	Paid by EFT #3842		04/07/2025	04/16/2025	04/30/2025		04/17/2025	1,292.65	
							Vendor 18550 - EUROFINS EATON ANALYTICAL LLC Totals	Invoices	9	<u>\$4,164.85</u>
Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC										
906961899	Service Contracts	Paid by EFT #3843		04/01/2025	04/16/2025	04/30/2025		04/17/2025	157.00	
							Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC Totals	Invoices	1	<u>\$157.00</u>
Vendor 15000 - FISHER SCIENTIFIC										



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
9827108	Laboratory Supplies	Paid by EFT #3844		03/25/2025	04/16/2025	04/30/2025		04/17/2025	74.50
		Vendor	15000 - FISHER SCIENTIFIC	Totals		Invoices	1		\$74.50
Vendor 48402 - FLYERS ENERGY LLC									
25-332766	Gasoline & Diesel Fuel Inventory	Paid by EFT #3845		04/01/2025	04/16/2025	04/30/2025		04/17/2025	5,834.91
25-341625	Gasoline Fuel Inventory	Paid by EFT #3845		04/11/2025	04/16/2025	04/30/2025		04/17/2025	3,825.30
25-342412	Diesel Fuel Inventory	Paid by EFT #3905		04/14/2025	04/23/2025	04/30/2025		04/23/2025	1,992.55
		Vendor	48402 - FLYERS ENERGY LLC	Totals		Invoices	3		\$11,652.76
Vendor 49053 - ERIKA FRANCO									
PER DIEM 051125	Travel - Meetings - Education	Paid by EFT #3906		01/22/2025	04/23/2025	05/31/2025		04/23/2025	258.00
		Vendor	49053 - ERIKA FRANCO	Totals		Invoices	1		\$258.00
Vendor 48288 - FRONTIER COMMUNICATIONS									
5306942753 425	Telephone	Paid by EFT #3846		04/01/2025	04/16/2025	04/30/2025		04/17/2025	750.03
		Vendor	48288 - FRONTIER COMMUNICATIONS	Totals		Invoices	1		\$750.03
Vendor 49119 - GANNETT FLEMING INC									
065860.06*2	Contractual Services	Paid by EFT #3847		04/01/2025	04/16/2025	04/30/2025		04/17/2025	18,773.75
		Vendor	49119 - GANNETT FLEMING INC	Totals		Invoices	1		\$18,773.75
Vendor 49910 - DAVID GERHARDT									
SWRCB D3 APP 25	Dues - Memberships - Certification	Paid by EFT #3907		04/10/2025	04/23/2025	04/30/2025		04/23/2025	100.00
		Vendor	49910 - DAVID GERHARDT	Totals		Invoices	1		\$100.00
Vendor 15600 - GRAINGER									
9446785942	Luther Pass Pump Station	Paid by EFT #3848		03/20/2025	04/16/2025	04/30/2025		04/17/2025	507.57
9452374714	Pump Stations	Paid by EFT #3848		03/26/2025	04/16/2025	04/30/2025		04/17/2025	536.81
9455809153	Buildings	Paid by EFT #3848		03/31/2025	04/16/2025	04/30/2025		04/17/2025	1,102.62
9465412410	Pump Stations	Paid by EFT #3848		04/07/2025	04/16/2025	04/30/2025		04/17/2025	352.14
9465412428	Pump Stations	Paid by EFT #3848		04/07/2025	04/16/2025	04/30/2025		04/17/2025	1,092.42
9465528405	Pump Stations	Paid by EFT #3908		04/08/2025	04/23/2025	04/30/2025		04/23/2025	352.52
		Vendor	15600 - GRAINGER	Totals		Invoices	6		\$3,944.08
Vendor 15800 - HACH CO									
14429428	Laboratory Supplies	Paid by EFT #3849		03/26/2025	04/16/2025	04/30/2025		04/17/2025	196.65
14440146	Laboratory Equipment	Paid by EFT #3849		04/02/2025	04/16/2025	04/30/2025		04/17/2025	4,369.69
		Vendor	15800 - HACH CO	Totals		Invoices	2		\$4,566.34
Vendor 49110 - HATCHBACK CREATIVE									
3689	Public Relations Expense	Paid by EFT #3850		04/08/2025	04/16/2025	04/30/2025		04/17/2025	380.00
		Vendor	49110 - HATCHBACK CREATIVE	Totals		Invoices	1		\$380.00
Vendor 48096 - JOEL HENDERSON									
Paycheck 122324	Stale Dated Paycheck	Paid by Check #114926		04/06/2025	04/16/2025	04/30/2025		04/17/2025	151.61
		Vendor	48096 - JOEL HENDERSON	Totals		Invoices	1		\$151.61
Vendor 44430 - HIGH SIERRA BUSINESS SYSTEMS									
145399	Service Contracts	Paid by EFT #3851		04/03/2025	04/16/2025	04/30/2025		04/17/2025	296.77
		Vendor	44430 - HIGH SIERRA BUSINESS SYSTEMS	Totals		Invoices	1		\$296.77
Vendor 50354 - HYDRAFLO INC									



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45318	Valve & Hydrant Replacements	Paid by EFT #3852		03/31/2025	04/16/2025	04/30/2025		04/17/2025	182.58
			Vendor 50354 - HYDRAFLO INC Totals			Invoices	1		<u>182.58</u>
Vendor 49984 - IBIS SCIENTIFIC LLC									
IN079493	Laboratory Equipment	Paid by EFT #3909		03/13/2025	04/23/2025	04/30/2025		04/23/2025	147.81
IN079738	Laboratory Equipment	Paid by EFT #3909		03/24/2025	04/23/2025	04/30/2025		04/23/2025	490.49
IN079978	Laboratory Equipment	Paid by EFT #3909		03/25/2025	04/23/2025	04/30/2025		04/23/2025	317.09
IN079890	Laboratory Supplies	Paid by EFT #3909		03/26/2025	04/23/2025	04/30/2025		04/23/2025	96.19
			Vendor 49984 - IBIS SCIENTIFIC LLC Totals			Invoices	4		<u>\$1,051.58</u>
Vendor 48056 - INFOSEND INC									
284478	Printing & Postage Expenses	Paid by EFT #3853		03/31/2025	04/16/2025	04/30/2025		04/17/2025	11,608.56
			Vendor 48056 - INFOSEND INC Totals			Invoices	1		<u>\$11,608.56</u>
Vendor 48140 - INTEGRITY LOCKSMITH									
i43397	Shop Supplies	Paid by EFT #3910		03/25/2025	04/23/2025	04/30/2025		04/23/2025	60.03
i43447	Pump Stations	Paid by EFT #3910		04/11/2025	04/23/2025	04/30/2025		04/23/2025	234.25
			Vendor 48140 - INTEGRITY LOCKSMITH Totals			Invoices	2		<u>\$294.28</u>
Vendor 44110 - J&L PRO KLEEN INC									
40058	Janitorial Services	Paid by EFT #3911		04/16/2025	04/23/2025	04/30/2025		04/23/2025	4,992.83
			Vendor 44110 - J&L PRO KLEEN INC Totals			Invoices	1		<u>\$4,992.83</u>
Vendor 47947 - JACK HENRY & ASSOC. INC									
4918028	Service Contracts	Paid by EFT #3912		03/31/2025	04/23/2025	04/30/2025		04/23/2025	355.14
			Vendor 47947 - JACK HENRY & ASSOC. INC Totals			Invoices	1		<u>\$355.14</u>
Vendor 50024 - JONES MAYER									
128655	Legal Services March 2025	Paid by EFT #3913		03/31/2025	04/23/2025	03/31/2025		04/23/2025	2,645.00
			Vendor 50024 - JONES MAYER Totals			Invoices	1		<u>\$2,645.00</u>
Vendor 49308 - STEVEN C KALLAS									
SWRCB T2 25 REIM	Dues - Memberships - Certification	Paid by EFT #3914		02/18/2025	04/23/2025	04/30/2025		04/23/2025	60.00
			Vendor 49308 - STEVEN C KALLAS Totals			Invoices	1		<u>\$60.00</u>
Vendor 40821 - KENNEDY JENKS CONSULTANTS INC									
178628	Contractual Services	Paid by EFT #3854		03/11/2025	04/16/2025	04/30/2025		04/17/2025	17,461.60
			Vendor 40821 - KENNEDY JENKS CONSULTANTS INC Totals			Invoices	1		<u>\$17,461.60</u>
Vendor 50319 - KIEFER CONSULTING INC									
16624	Wtr Efficiency/Loss Data Syst Design	Paid by EFT #3855		04/03/2025	04/16/2025	04/30/2025		04/17/2025	22,515.00
			Vendor 50319 - KIEFER CONSULTING INC Totals			Invoices	1		<u>\$22,515.00</u>
Vendor 43694 - KIMBALL MIDWEST									
103144920	Shop Supplies	Paid by EFT #3915		03/10/2025	04/23/2025	04/30/2025		04/23/2025	979.03
103194268	Shop Supplies & Small Tools	Paid by EFT #3856		03/24/2025	04/16/2025	04/30/2025		04/17/2025	498.59
			Vendor 43694 - KIMBALL MIDWEST Totals			Invoices	2		<u>\$1,477.62</u>
Vendor 49725 - LAKESIDE TERMITE & PEST CONTROL									
013771396	Buildings	Paid by EFT #3857		04/03/2025	04/16/2025	04/30/2025		04/17/2025	150.00
019242692	Buildings	Paid by EFT #3857		04/03/2025	04/16/2025	04/30/2025		04/17/2025	150.00



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Vendor 49725 - LAKESIDE TERMITE & PEST CONTROL Totals						Invoices	2		\$300.00
Vendor 22200 - LANGENFELD ACE HARDWARE									
Mar 25 Stmt	Buildings & Shop Supplies	Paid by EFT #3858		03/31/2025	04/16/2025	04/30/2025		04/17/2025	364.58
Vendor 22200 - LANGENFELD ACE HARDWARE Totals						Invoices	1		\$364.58
Vendor 48843 - RYAN LEE									
PER DIEM 051125	Travel - Meetings - Education	Paid by EFT #3916		04/22/2025	04/23/2025	05/31/2025		04/23/2025	258.00
Vendor 48843 - RYAN LEE Totals						Invoices	1		\$258.00
Vendor 22550 - LIBERTY UTILITIES									
200008919900-224	Electricity	Paid by EFT #3861		12/27/2024	04/16/2025	03/31/2025		04/17/2025	3,683.98
200008919900 325	Electricity	Paid by EFT #3861		03/06/2025	04/16/2025	03/31/2025		04/17/2025	4,404.14
200008909257 325	Electricity	Paid by EFT #3859		03/27/2025	04/16/2025	03/31/2025		04/17/2025	2,335.36
200008899565 325	Street Lighting Expense	Paid by EFT #3860		03/28/2025	04/16/2025	03/31/2025		04/17/2025	62.79
200008899961 325	Electricity	Paid by EFT #3860		03/28/2025	04/16/2025	03/31/2025		04/17/2025	223.06
200008904324 325	Electricity	Paid by EFT #3860		03/28/2025	04/16/2025	03/31/2025		04/17/2025	9,127.00
200008904969 325	Electricity	Paid by EFT #3860		03/28/2025	04/16/2025	03/31/2025		04/17/2025	2,988.73
200008909455 325	Electricity	Paid by EFT #3859		03/28/2025	04/16/2025	03/31/2025		04/17/2025	31.12
200008909679 325	Electricity	Paid by EFT #3860		03/28/2025	04/16/2025	03/31/2025		04/17/2025	31.12
200008919678 325	Electricity	Paid by EFT #3860		03/28/2025	04/16/2025	03/31/2025		04/17/2025	477.72
200008919769 325	Electricity	Paid by EFT #3860		03/28/2025	04/16/2025	03/31/2025		04/17/2025	1,224.90
200008928133 325	Electricity	Paid by EFT #3860		03/28/2025	04/16/2025	03/31/2025		04/17/2025	3,443.35
200008932309 325	Electricity	Paid by EFT #3860		03/28/2025	04/16/2025	03/31/2025		04/17/2025	82.06
200008919900 M25	Electricity	Paid by EFT #3861		04/04/2025	04/16/2025	04/30/2025		04/17/2025	5,063.24
200008928034 325	Electricity	Paid by EFT #3862		04/07/2025	04/23/2025	04/30/2025		04/17/2025	5,795.33
200008898161 325	Electricity	Paid by EFT #3862		04/09/2025	04/23/2025	04/30/2025		04/17/2025	49.38
200008899391 325	Electricity	Paid by EFT #3919		04/09/2025	04/23/2025	04/30/2025		04/23/2025	786.09
200008899490 325	Electricity	Paid by EFT #3862		04/09/2025	04/23/2025	04/30/2025		04/17/2025	9,909.17
200008899649 325	Electricity	Paid by EFT #3919		04/09/2025	04/23/2025	04/30/2025		04/23/2025	261.54
200008904860 325	Electricity	Paid by EFT #3921		04/09/2025	04/30/2025	04/30/2025		04/23/2025	869.41
200008909356 325	Electricity	Paid by EFT #3923		04/09/2025	04/30/2025	04/30/2025		04/23/2025	76.04
200008909778 325	Electricity	Paid by EFT #3923		04/09/2025	04/30/2025	04/30/2025		04/23/2025	2,007.52
200008909877 325	Electricity	Paid by EFT #3921		04/09/2025	04/30/2025	04/30/2025		04/23/2025	909.88
200008909950 325	Electricity	Paid by EFT #3921		04/09/2025	04/30/2025	04/30/2025		04/23/2025	673.75
200008913051 325	Electricity	Paid by EFT #3921		04/09/2025	04/30/2025	04/30/2025		04/23/2025	594.16
200008913150 325	Electricity	Paid by EFT #3921		04/09/2025	04/30/2025	04/30/2025		04/23/2025	406.94
200008913226 325	Electricity	Paid by EFT #3921		04/09/2025	04/30/2025	04/30/2025		04/23/2025	741.21
200008913333 325	Electricity	Paid by EFT #3921		04/09/2025	04/30/2025	04/30/2025		04/23/2025	1,538.65
200008913424 325	Electricity	Paid by EFT #3919		04/09/2025	04/23/2025	04/30/2025		04/23/2025	1,214.82
200008913515 325	Electricity	Paid by EFT #3923		04/09/2025	04/30/2025	04/30/2025		04/23/2025	4,410.24
200008913614 325	Electricity	Paid by EFT #3922		04/09/2025	04/30/2025	04/30/2025		04/23/2025	27.10
200008913713 325	Electricity	Paid by EFT #3921		04/09/2025	04/30/2025	04/30/2025		04/23/2025	234.22
200008913796 325	Electricity	Paid by EFT #3921		04/09/2025	04/30/2025	04/30/2025		04/23/2025	23.05
200008913887 325	Electricity	Paid by EFT #3919		04/09/2025	04/23/2025	04/30/2025		04/23/2025	140.45



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200008919025 325	Electricity	Paid by EFT #3922		04/09/2025	04/30/2025	04/30/2025		04/23/2025	563.47
200008919215 325	Electricity	Paid by EFT #3923		04/09/2025	04/30/2025	04/30/2025		04/23/2025	768.21
200008919983 325	Electricity	Paid by EFT #3919		04/09/2025	04/23/2025	04/30/2025		04/23/2025	5,572.98
200008923076 325	Electricity	Paid by EFT #3921		04/09/2025	04/30/2025	04/30/2025		04/23/2025	8,581.84
200008928224 325	Electricity	Paid by EFT #3923		04/09/2025	04/30/2025	04/30/2025		04/23/2025	38.92
200008928497 325	Electricity	Paid by EFT #3921		04/09/2025	04/30/2025	04/30/2025		04/23/2025	877.50
200008913952 325	Electricity	Paid by EFT #3863		04/10/2025	04/23/2025	04/30/2025		04/17/2025	147.55
200008919124 325	Electricity	Paid by EFT #3862		04/10/2025	04/23/2025	04/30/2025		04/17/2025	886.27
200008919298 325	Electricity	Paid by EFT #3863		04/10/2025	04/23/2025	04/30/2025		04/17/2025	143.81
200008923183 325	Electricity	Paid by EFT #3862		04/10/2025	04/23/2025	04/30/2025		04/17/2025	594.16
200008932903 325	Electricity	Paid by EFT #3862		04/10/2025	04/23/2025	04/30/2025		04/17/2025	2,971.98
200008904415 325	Electricity	Paid by EFT #3918		04/11/2025	04/23/2025	04/30/2025		04/23/2025	8,365.99
200008919389 325	Electricity	Paid by EFT #3917		04/11/2025	04/23/2025	04/30/2025		04/23/2025	675.12
200008923282 325	Electricity	Paid by EFT #3918		04/11/2025	04/23/2025	04/30/2025		04/23/2025	13,270.62
200008928612 325	Electricity	Paid by EFT #3918		04/11/2025	04/23/2025	04/30/2025		04/23/2025	740.17
200008904753 325	Electricity	Paid by EFT #3917		04/14/2025	04/23/2025	04/30/2025		04/23/2025	1,437.45
200008923498 325	Electricity	Paid by EFT #3920		04/14/2025	04/23/2025	04/30/2025		04/23/2025	3,314.31
200008937159 325	Electricity	Paid by EFT #3922		04/15/2025	04/30/2025	04/30/2025		04/23/2025	51.73
200008895860 325	Electricity	Paid by EFT #3922		04/16/2025	04/30/2025	04/30/2025		04/23/2025	678.79
200008895969 325	Electricity	Paid by EFT #3922		04/16/2025	04/30/2025	04/30/2025		04/23/2025	8,342.19
200008923563 425	Electricity	Paid by EFT #3920		04/17/2025	04/23/2025	04/30/2025		04/23/2025	4,341.46
Vendor 22550 - LIBERTY UTILITIES Totals							Invoices	55	\$126,212.04
Vendor 49065 - LIFE TECHNOLOGIES CORPORATION									
86869094	Laboratory Supplies	Paid by EFT #3924		03/28/2025	04/23/2025	04/30/2025		04/23/2025	164.61
Vendor 49065 - LIFE TECHNOLOGIES CORPORATION Totals							Invoices	1	\$164.61
Vendor 47903 - LINDE GAS & EQUIPMENT INC									
48705227	Shop Supplies	Paid by EFT #3864		03/22/2025	04/16/2025	04/30/2025		04/17/2025	632.69
Vendor 47903 - LINDE GAS & EQUIPMENT INC Totals							Invoices	1	\$632.69
Vendor 49765 - NAPA AUTO PARTS									
Mar 25 Stmt	Automotive & Shop Supplies	Paid by EFT #3865		03/31/2025	04/16/2025	04/30/2025		04/17/2025	5,183.36
Vendor 49765 - NAPA AUTO PARTS Totals							Invoices	1	\$5,183.36
Vendor 19355 - NEWARK IN ONE									
37817517	Luther Pass Pump Station	Paid by EFT #3925		03/25/2025	04/23/2025	04/30/2025		04/23/2025	3,103.98
Vendor 19355 - NEWARK IN ONE Totals							Invoices	1	\$3,103.98
Vendor 50281 - NEXGEN ASSET MGMT									
4685	CMMS Implementation	Paid by EFT #3866		02/24/2025	04/16/2025	04/30/2025		04/17/2025	16,720.00
4686	CMMS Implementation	Paid by EFT #3866		02/24/2025	04/16/2025	04/30/2025		04/17/2025	38,320.00
4687	CMMS Implementation	Paid by EFT #3866		02/24/2025	04/16/2025	04/30/2025		04/17/2025	18,480.00
4688	CMMS Implementation	Paid by EFT #3866		02/24/2025	04/16/2025	04/30/2025		04/17/2025	16,148.00
4689	CMMS Implementation	Paid by EFT #3866		02/24/2025	04/16/2025	04/30/2025		04/17/2025	37,400.00
4690	CMMS Implementation	Paid by EFT #3866		02/24/2025	04/16/2025	04/30/2025		04/17/2025	13,200.00
Vendor 50281 - NEXGEN ASSET MGMT Totals							Invoices	6	\$140,268.00



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Vendor 49806 - OUTSIDE INTERACTIVE INC									
48581	Public Relations Expense	Paid by EFT #3926		04/01/2025	04/23/2025	04/30/2025		04/23/2025	2,086.40
		Vendor 49806 - OUTSIDE INTERACTIVE INC Totals				Invoices	1		\$2,086.40
Vendor 50367 - NATALIE PISCIOTTA									
2356101	Toilet Rebate Program	Paid by EFT #3927		04/16/2025	04/23/2025	04/30/2025		04/23/2025	200.00
2356101-1	Clothes Washer Rebate Program	Paid by EFT #3927		04/16/2025	04/23/2025	04/30/2025		04/23/2025	200.00
		Vendor 50367 - NATALIE PISCIOTTA Totals				Invoices	2		\$400.00
Vendor 49550 - PRISM									
25401345	Contractual Services	Paid by EFT #3867		04/01/2025	04/16/2025	04/30/2025		04/17/2025	1,110.90
		Vendor 49550 - PRISM Totals				Invoices	1		\$1,110.90
Vendor 49881 - QCS LLC									
28192	Buildings	Paid by EFT #3868		03/05/2025	04/16/2025	04/30/2025		04/17/2025	4,960.00
		Vendor 49881 - QCS LLC Totals				Invoices	1		\$4,960.00
Vendor 43332 - RED WING SHOE STORE									
812-1-153905	Safety Equipment - Physicals	Paid by EFT #3869		04/01/2025	04/16/2025	04/30/2025		04/17/2025	310.31
812-1-154676	Safety Equipment - Physicals	Paid by EFT #3928		04/11/2025	04/23/2025	04/30/2025		04/23/2025	232.73
		Vendor 43332 - RED WING SHOE STORE Totals				Invoices	2		\$543.04
Vendor 48144 - RELIANCE STANDARD									
APR25B	LTD/Life Insurance Union/Board Payable	Paid by EFT #3929		04/01/2025	04/23/2025	04/30/2025		04/23/2025	3,510.16
APRIL25A	LTD/Life Insurance Management	Paid by EFT #3929		04/01/2025	04/23/2025	04/30/2025		04/23/2025	2,694.21
		Vendor 48144 - RELIANCE STANDARD Totals				Invoices	2		\$6,204.37
Vendor 50368 - ALYSSA REUTER									
2374413	Clothes Washer Rebate Program	Paid by EFT #3930		04/16/2025	04/23/2025	04/30/2025		04/23/2025	200.00
		Vendor 50368 - ALYSSA REUTER Totals				Invoices	1		\$200.00
Vendor 49819 - JEFFREY SHANE ROMSOS									
PER DIEM 051325	Travel - Meetings - Education	Paid by EFT #3931		03/05/2025	04/23/2025	05/31/2025		04/23/2025	155.00
		Vendor 49819 - JEFFREY SHANE ROMSOS Totals				Invoices	1		\$155.00
Vendor 48684 - RS AMERICAS INC									
9020609972	Pump Stations	Paid by EFT #3932		03/26/2025	04/23/2025	04/30/2025		04/23/2025	835.58
9020623684	Primary & Secondary Equipment	Paid by EFT #3870		03/28/2025	04/16/2025	04/30/2025		04/17/2025	1,231.33
9020660041	Pump Stations	Paid by EFT #3870		04/07/2025	04/16/2025	04/30/2025		04/17/2025	329.09
		Vendor 48684 - RS AMERICAS INC Totals				Invoices	3		\$2,396.00
Vendor 49911 - SEARCHPROS STAFFING LLC									
25040827	Contractual Services	Paid by EFT #3871		04/08/2025	04/16/2025	04/30/2025		04/17/2025	809.80
25041531	Contractual Services	Paid by EFT #3933		04/15/2025	04/23/2025	04/30/2025		04/23/2025	809.80
		Vendor 49911 - SEARCHPROS STAFFING LLC Totals				Invoices	2		\$1,619.60
Vendor 48971 - SEWER EQUIPMENT CO									
0000230287	Automotive	Paid by EFT #3872		03/21/2025	04/16/2025	04/30/2025		04/17/2025	2,855.36



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			Vendor 48971 - SEWER EQUIPMENT CO Totals				Invoices	1	\$2,855.36
Vendor 47832 - SHRED-IT									
8010291062	Office Supply Issues	Paid by EFT #3873		03/25/2025	04/16/2025	04/30/2025		04/17/2025	67.00
			Vendor 47832 - SHRED-IT Totals				Invoices	1	\$67.00
Vendor 48422 - SIERRA OFFICE SUPPLY									
3954654-0	Printing	Paid by EFT #3874		02/12/2025	04/16/2025	04/30/2025		04/17/2025	599.72
			Vendor 48422 - SIERRA OFFICE SUPPLY Totals				Invoices	1	\$599.72
Vendor 22620 - SIERRA SPRINGS									
5152426 040525	Contractual Services	Paid by EFT #3875		04/05/2025	04/16/2025	04/30/2025		04/17/2025	15.03
			Vendor 22620 - SIERRA SPRINGS Totals				Invoices	1	\$15.03
Vendor 48944 - CHRISTOPHER SKELLY									
PER DIEM 051125	Travel - Meetings - Education	Paid by EFT #3934		04/01/2025	04/23/2025	05/31/2025		04/23/2025	258.00
PER DIEM 041025	Travel - Meetings - Education	Paid by EFT #3876		04/14/2025	04/16/2025	04/30/2025		04/17/2025	63.00
			Vendor 48944 - CHRISTOPHER SKELLY Totals				Invoices	2	\$321.00
Vendor 43888 - SONSTRAY MACHINERY LLC									
SWO064571-1	Automotive	Paid by EFT #3877		03/25/2025	04/16/2025	04/30/2025		04/17/2025	3,006.86
			Vendor 43888 - SONSTRAY MACHINERY LLC Totals				Invoices	1	\$3,006.86
Vendor 44577 - SOUNDPROS INC									
250322-42	Public Relations Expense	Paid by EFT #3878		03/22/2025	04/16/2025	04/30/2025		04/17/2025	49.00
			Vendor 44577 - SOUNDPROS INC Totals				Invoices	1	\$49.00
Vendor 23400 - SOUTH TAHOE PUBLIC UTILITY DISTRICT									
2506132 325	Water & Other Utilities	Paid by EFT #3879		04/01/2025	04/16/2025	03/31/2025		04/17/2025	1,507.74
2612107 325	Water	Paid by EFT #3879		04/01/2025	04/16/2025	03/31/2025		04/17/2025	110.01
2718021 325	Water	Paid by EFT #3879		04/01/2025	04/16/2025	03/31/2025		04/17/2025	168.14
3102034 325	Water	Paid by EFT #3879		04/01/2025	04/16/2025	03/31/2025		04/17/2025	202.33
3103021 325	Water	Paid by EFT #3879		04/01/2025	04/16/2025	03/31/2025		04/17/2025	168.14
3122506 325	Water & Other Utilities	Paid by EFT #3879		04/01/2025	04/16/2025	03/31/2025		04/17/2025	101.60
3221118 325	Other Utilities	Paid by EFT #3879		04/01/2025	04/16/2025	03/31/2025		04/17/2025	39.72
			Vendor 23400 - SOUTH TAHOE PUBLIC UTILITY DISTRICT Totals				Invoices	7	\$2,297.68
Vendor 45168 - SOUTHWEST GAS									
910000416224 325	Natural Gas	Paid by EFT #3880		04/02/2025	04/16/2025	03/31/2025		04/17/2025	73.80
910000040369 325	Natural Gas	Paid by EFT #3880		04/07/2025	04/16/2025	04/30/2025		04/17/2025	698.15
910000041349 325	Natural Gas	Paid by EFT #3880		04/07/2025	04/16/2025	04/30/2025		04/17/2025	32.16
910000041350 325	Natural Gas	Paid by EFT #3880		04/10/2025	04/16/2025	04/30/2025		04/17/2025	268.75
910000665034 325	Natural Gas	Paid by EFT #3935		04/11/2025	04/23/2025	04/30/2025		04/23/2025	11.00
910000426082 425	Natural Gas	Paid by EFT #3935		04/16/2025	04/23/2025	04/30/2025		04/23/2025	75.10
910000183539 425	Natural Gas	Paid by EFT #3935		04/17/2025	04/23/2025	04/30/2025		04/23/2025	21.93
			Vendor 45168 - SOUTHWEST GAS Totals				Invoices	7	\$1,180.89
Vendor 48617 - STEEL-TOE-SHOES.COM									
STP040725	Safety Equipment - Physicals	Paid by EFT #3881		04/07/2025	04/16/2025	04/30/2025		04/17/2025	347.95
STP041625	Safety Equipment - Physicals	Paid by EFT #3936		04/16/2025	04/23/2025	04/30/2025		04/23/2025	190.30
			Vendor 48617 - STEEL-TOE-SHOES.COM Totals				Invoices	2	\$538.25



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Vendor 50142 - ELENA STEVENS									
PER DIEM 051125	Travel - Meetings - Education	Paid by EFT #3937		04/22/2025	04/23/2025	05/31/2025		04/23/2025	258.00
		Vendor 50142 - ELENA STEVENS Totals					Invoices	1	<u>\$258.00</u>
Vendor 49888 - NICHOLAS SUAREZ									
SWRCB D3 25	Dues - Memberships - Certification	Paid by EFT #3938		04/15/2025	04/23/2025	04/30/2025		04/23/2025	90.00
		Vendor 49888 - NICHOLAS SUAREZ Totals					Invoices	1	<u>\$90.00</u>
Vendor 48481 - SWRCB ACCOUNTING OFFICE									
SW-0319635	Regulatory Operating Permits	Paid by EFT #3882		04/02/2025	04/16/2025	04/30/2025		04/17/2025	1,723.00
		Vendor 48481 - SWRCB ACCOUNTING OFFICE Totals					Invoices	1	<u>\$1,723.00</u>
Vendor 48441 - SWRCB-ELAP FEES									
EA-RE-0725-1569	Dues - Memberships - Certification	Paid by Check #114927		01/02/2025	04/16/2025	04/30/2025		04/17/2025	5,525.00
		Vendor 48441 - SWRCB-ELAP FEES Totals					Invoices	1	<u>\$5,525.00</u>
Vendor 47798 - T&S CONSTRUCTION CO INC									
23-19A	Upper Truckee Sewer PS Rehab	Paid by EFT #3883		03/31/2025	04/16/2025	04/30/2025		04/17/2025	52,250.00
23-19AR	Upper Truckee Sewer PS Rehab Retainage	Paid by EFT #3883		03/31/2025	04/16/2025	04/30/2025		04/17/2025	(2,612.50)
		Vendor 47798 - T&S CONSTRUCTION CO INC Totals					Invoices	2	<u>\$49,637.50</u>
Vendor 48229 - TAHOE DAILY TRIBUNE									
IN186874	Public Relations Expense	Paid by EFT #3884		03/31/2025	04/16/2025	04/30/2025		04/17/2025	629.40
		Vendor 48229 - TAHOE DAILY TRIBUNE Totals					Invoices	1	<u>\$629.40</u>
Vendor 50365 - ELLEENE TESSIER									
2310251	Toilet Rebate Program	Paid by EFT #3885		04/02/2025	04/16/2025	04/30/2025		04/17/2025	100.00
		Vendor 50365 - ELLEENE TESSIER Totals					Invoices	1	<u>\$100.00</u>
Vendor 49420 - THATCHER COMPANY OF NEVADA INC									
2025400101538	Hypochlorite	Paid by EFT #3939		04/15/2025	04/23/2025	04/30/2025		04/23/2025	9,048.00
		Vendor 49420 - THATCHER COMPANY OF NEVADA INC Totals					Invoices	1	<u>\$9,048.00</u>
Vendor 48477 - THOMAS SCIENTIFIC									
3561598	Laboratory Supplies	Paid by EFT #3940		03/21/2025	04/23/2025	04/30/2025		04/23/2025	991.55
3567701	Laboratory Supplies	Paid by EFT #3886		03/28/2025	04/16/2025	04/30/2025		04/17/2025	286.76
		Vendor 48477 - THOMAS SCIENTIFIC Totals					Invoices	2	<u>\$1,278.31</u>
Vendor 47839 - TRI SIGNAL INTEGRATION INC									
C165206	Buildings	Paid by EFT #3887		04/01/2025	04/16/2025	04/30/2025		04/17/2025	1,176.25
		Vendor 47839 - TRI SIGNAL INTEGRATION INC Totals					Invoices	1	<u>\$1,176.25</u>
Vendor 48262 - UPS FREIGHT									
0000966628145	Postage Expenses	Paid by EFT #3941		04/05/2025	04/23/2025	04/30/2025		04/23/2025	47.57
		Vendor 48262 - UPS FREIGHT Totals					Invoices	1	<u>\$47.57</u>
Vendor 47973 - US BANK CORPORATE									



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ABBONDANDOLO 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	113.90
ARCE 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	699.16
ASCHENBACH 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	2,882.97
BARTLETT B 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	907.64
BARTLETT C 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	104.93
BORLEY 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	1,366.74
BUCKMAN 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	2,771.61
COLE 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	1,626.85
COLVEY 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	554.33
COMBES 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	76.95
DUPREE 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	1,300.92
GUTTRY 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	50.72
HUGHES 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	628.13
JONES 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	402.39
KAUFFMAN 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	2,449.07
LEE 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	2,114.63
NELSON 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	1,935.18
RUIZ 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	996.12
RUTHERDALE 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	8.00
RYAN 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	1,036.80
SALAZAR 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	252.45
SCHRAUBEN 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	1,033.77
SKELLY 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	1,260.72
THOMSEN 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	2,759.55
TRELLA 325	MARCH 2025 STMNT	Paid by EFT #3888		03/24/2025	04/16/2025	04/30/2025		04/17/2025	600.63
Vendor 47973 - US BANK CORPORATE Totals							Invoices	25	\$27,934.16
Vendor 49947 - CUST#593278 USABLUBOOK									
INV00610040	Shop Supplies	Paid by EFT #3889		01/31/2025	04/16/2025	04/30/2025		04/17/2025	943.73
INV00663103	Headworks Equipment & Building	Paid by EFT #3942		03/26/2025	04/23/2025	04/30/2025		04/23/2025	1,618.38
INV00674081	Wells	Paid by EFT #3889		04/07/2025	04/16/2025	04/30/2025		04/17/2025	373.41
Vendor 49947 - CUST#593278 USABLUBOOK Totals							Invoices	3	\$2,935.52
Vendor 48342 - V&A CONSULTING ENGINEERS INC									
24990	Tank Coatings	Paid by EFT #3890		03/31/2025	04/16/2025	04/30/2025		04/17/2025	5,979.00
Vendor 48342 - V&A CONSULTING ENGINEERS INC Totals							Invoices	1	\$5,979.00
Vendor 50287 - V&T ROCK INC									
V25-5129	Base, Spoils, and Hauling	Paid by EFT #3891		03/04/2025	04/16/2025	04/30/2025		04/17/2025	741.61
Vendor 50287 - V&T ROCK INC Totals							Invoices	1	\$741.61
Vendor 49296 - VERIZON WIRELESS									
6110621091	Telephone	Paid by EFT #3943		04/09/2025	04/23/2025	04/30/2025		04/23/2025	554.26
Vendor 49296 - VERIZON WIRELESS Totals							Invoices	1	\$554.26
Vendor 44580 - VESTIS SERVICES LLC									
5980282871	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	69.19



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5980282872	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	39.89
5980282873	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	24.33
5980282874	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	16.82
5980282875	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	12.66
5980282876	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	15.14
5980282877	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	93.38
5980282878	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	61.15
5980282879	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	25.44
5980282880	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	4.64
5980282881	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	76.48
5980282882	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	95.56
5980282883	Uniform Payable	Paid by EFT #3892		04/02/2025	04/16/2025	04/30/2025		04/17/2025	105.88
Vendor 44580 - VESTIS SERVICES LLC Totals						Invoices	13		<u>\$640.56</u>
Vendor 48405 - WAXIE SANITARY SUPPLY									
83160465	Janitorial Supplies Inventory	Paid by EFT #3944		04/10/2025	04/23/2025	04/30/2025		04/23/2025	1,110.30
Vendor 48405 - WAXIE SANITARY SUPPLY Totals						Invoices	1		<u>\$1,110.30</u>
Vendor 25850 - WESTERN NEVADA SUPPLY									
11637712	Valve Exercise Equipment	Paid by EFT #3945		03/27/2025	04/23/2025	04/30/2025		04/23/2025	7,313.44
11675448	Pump Stations	Paid by EFT #3893		03/31/2025	04/16/2025	04/30/2025		04/17/2025	1,661.56
11682344	Water Meters & Parts	Paid by EFT #3893		03/31/2025	04/16/2025	04/30/2025		04/17/2025	4,334.08
11683683	Wells	Paid by EFT #3893		03/31/2025	04/16/2025	04/30/2025		04/17/2025	737.26
CM11563832	Water Meters & Parts	Paid by EFT #3893		04/04/2025	04/16/2025	04/30/2025		04/17/2025	(4,334.08)
31697294	Wells	Paid by EFT #3893		04/08/2025	04/16/2025	04/30/2025		04/17/2025	131.48
11698764	Boxes-Lids-Extensions Inventory	Paid by EFT #3893		04/10/2025	04/16/2025	04/30/2025		04/17/2025	5,371.87
11698768	Boxes-Lids-Extensions Inventory	Paid by EFT #3893		04/10/2025	04/16/2025	04/30/2025		04/17/2025	5,709.64
11698770	Pipe Inventory	Paid by EFT #3893		04/10/2025	04/16/2025	04/30/2025		04/17/2025	650.33
31619170	Dead End Improvement Program	Paid by EFT #3893		04/10/2025	04/16/2025	04/30/2025		04/17/2025	288.44
31652425	Small Tools	Paid by EFT #3893		04/10/2025	04/16/2025	04/30/2025		04/17/2025	17.64
31703525	Shop Supplies	Paid by EFT #3893		04/11/2025	04/16/2025	04/30/2025		04/17/2025	61.61
31703868	Small Tools	Paid by EFT #3945		04/16/2025	04/23/2025	04/30/2025		04/23/2025	19.77
Vendor 25850 - WESTERN NEVADA SUPPLY Totals						Invoices	13		<u>\$21,963.04</u>
Vendor 49021 - CASEY WHITE									
PERDIEMMILE32825	Travel - Meetings - Education	Paid by EFT #3946		04/14/2025	04/23/2025	04/30/2025		04/23/2025	120.80
Vendor 49021 - CASEY WHITE Totals						Invoices	1		<u>\$120.80</u>
Vendor 49930 - WHITE CAP									
50030903764	Manhole Frames - Lids - Other Parts Inventory	Paid by EFT #3894		04/09/2025	04/16/2025	04/30/2025		04/17/2025	8,808.75
Vendor 49930 - WHITE CAP Totals						Invoices	1		<u>\$8,808.75</u>



Payment of Claims

Payment Date Range 04/10/25 - 04/23/25
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
				Grand Totals		Invoices	277		\$663,772.00
									Ostberg, Kyle Chk #8605885 (29.71)
									Ostberg, Kyle Chk #114923 29.71
									Truscott, William Chk #114924 321.00
									White Rock Construction Chk #114925 162,263.27
									05/01/2025 P.O.C. Total \$ 826,356.27



SOUTH TAHOE PUBLIC UTILITY DISTRICT

Joel Henderson, Director
Nick Haven, Vice President

BOARD MEMBERS
Shane Romsos, President

Kelly Sheehan, Director
Nick Exline, Director

Paul Hughes, General Manager

Andrea Salazar, Chief Financial Officer

REGULAR MEETING OF THE BOARD OF DIRECTORS SOUTH TAHOE PUBLIC UTILITY DISTRICT April 17, 2025 MINUTES

The South Tahoe Public Utility District Board of Directors met in a regular session, 2:00 p.m., at the District Office, located at 1275 Meadow Crest Drive, South Lake Tahoe, California.

ROLL CALL: Board of Directors: President Romsos, Directors Haven, Henderson, Sheehan, Exline
Staff: Paul Hughes, Andrea Salazar, Ryan Jones, Melonie Guttry, Adrian Combes, Chris Skelly, Mark Seelos, Greg Dupree, Ryan Lee, Shelly Thomsen, Julie Ryan, Megan Colvey, Liz Kauffman, Lauren Benefield, Sara Nelson

1. **PLEDGE OF ALLEGIANCE:**

2. **COMMENTS FROM THE PUBLIC:** None

3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR:** **Melonie Guttry** announced that staff would like to pull Agenda Item 6b – Washoan Pressure Reducing Valve Station and add two reports under Staff/Attorney Reports: one from Public Affairs and one from Customer Service. The staff reports are not Agendized, so they will be reports only and although the Board may ask clarifying questions, there should not be any discussion.

4. **ADOPTION OF CONSENT CALENDAR:**

Moved Haven/Second Henderson/Henderson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes to approve the Consent Calendar as presented.

a. **ISSUANCE OF SPECIAL USE PERMIT FOR WOOLLYSTAR MUSIC FESTIVAL SECONDARY EMERGENCY EGRESS ROUTE** (Adrian Combes, Director of Operations)

Approved issuance of a Special Use Permit to Avery Hellman to allow attendees of the Woollystar Music Festival to use an existing unimproved road across a portion of Diamond Valley Ranch in the event of an emergency.

b. **CALPERS REQUIRED PAY LISTING BY POSITION**

(Greg Dupree, Accounting Manager)

Adopted Resolution No. 3307-25 which incorporates the Pay Listing by Position for the pay listing effective April 10, 2025.

c. **RECEIVE AND FILE PAYMENT OF CLAIMS** (Greg Dupree, Accounting Manager)
Received and filed Payment of Claims in the amount of \$2,897,777.54

d. **REGULAR BOARD MEETING MINUTES: April 3, 2025**
(Melonie Guttry, Executive Services Manager/Clerk of the Board)
Approved April 3, 2025, Minutes

5. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION:** None

6. **ITEMS FOR BOARD ACTION:**

a. AB 2561 Public Hearing on Status of Vacancies (Liz Kauffman, Human Resource Director) – **President Romsos** opened the Public Hearing at 2:02 p.m. to receive comments regarding Assembly Bill 2561 status of vacancies at the District. **Liz Kauffman** provided details regarding AB 2561 and addressed questions from the Board. The District's vacancy rate is well below 20% with 10% in management and 6% in union positions. There were no public comments received, and the Public Hearing was closed at 2:08 p.m.

7. **STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS:**

Director Sheehan provided details regarding the El Dorado Water Agency Strategic Planning meeting held on April 09, 2025. **President Romsos** provided details regarding the Operations Committee Meeting held on April 08, 2025. **Adrian Combes** provided details regarding new recycled water fees imposed in Alpine County by Lahontan. The District has requested a waiver for these fees and is waiting to see how that is resolved. The ranchers in Alpine County who receive the District's recycled water are not interested in continuing to receive the water if this fee is imposed.

8. **BOARD MEMBER REPORTS:**

Director Henderson reported that he has reflected on the rate increase discussions from the Budget Workshop on April 3, 2025, and provided his thoughts on potential increases. The budget is set to be provided for consideration at the May 15, 2025, Board Meeting.

9. **STAFF/ATTORNEY REPORTS:**

Shelly Thomsen provided information regarding the Fire Forum at South Tahoe High School tonight from 5:30 to 8:30 p.m. **Director Haven** requested information be provided regarding fire hydrants installed throughout the community. **President Romsos** added that there will be a panel discussion and suggested the District participate on the panel in the future.

Ryan Lee provided details regarding the Customer Assistance Program and addressed questions from the Board. There are 471 people in Tier 1 and only 11 in Tier 2 of the Program. The District funds this program through property tax revenues. This item will be brought back to the Board for further discussion in the near future.

10. **GENERAL MANAGER REPORT:** Nothing to report

11. **NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**

12. **BREAK AND ADJOURN TO CLOSED SESSION:** 2:43 p.m.

RECONVENE TO OPEN SESSION: 3:14 p.m.

- a. Pursuant to Section 54956.8 of the California Government Code, Closed Session may be held for conference with real property negotiators prior to the purchase, sale, exchange, or lease of real property by or for the local agency. The negotiating parties are Paul Hughes, General Manager, Ryan Jones, General Counsel; and Saxena Suchi Jain, Sanchan Sahai, and Jain Virender, owners of the subject property located at 2438 Cattlemans Trail, South Lake Tahoe, California. Under negotiation are the price and terms of payment.

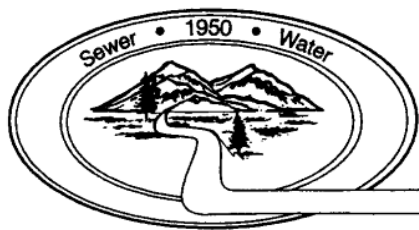
No reportable Board Action

ADJOURNMENT: 3:15 p.m.

Shane Romsos, Board President
South Tahoe Public Utility District

Melonie Guttry, Executive Services Manager/
Clerk of the Board
South Tahoe Public Utility District

General Manager
Paul Hughes



South Tahoe Public Utility District

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6a

TO: Board of Directors
FROM: Mark Seelos, Water Resources Manager
MEETING DATE: May 1, 2025
ITEM – PROJECT NAME: Acquisition of 2438 Cattleman's Trail

REQUESTED BOARD ACTION: 1) Approve purchase of 2438 Cattleman's Trail (El Dorado County Assessor's Parcel Number 80-112-002) in the amount of \$229,775; and 2) Authorize the General Manager to execute the associated real estate transaction documents.

DISCUSSION: The District has identified 2438 Cattleman's Trail (Parcel) as a strategic acquisition to support three key objectives: (1) relocating the Kokanee and Marshall Trail Pressure Reducing Valves (PRVs) out of the Pioneer Trail public right-of-way, (2) installing infrastructure that will enhance operational flexibility for the future Pioneer Trail Water Line; and (3) conducting testing and evaluation of the site's suitability as a future production well location.

The Parcel was listed for sale on March 23, 2025. During a closed session held on April 17, 2025, the Board authorized staff to proceed with negotiations under a set of approved terms and conditions. Working in coordination with Realtors Deb and Bret Howard, the District engaged in the following negotiation process:

1. **Initial Offer:** The District submitted an offer of \$220,000 with a 17-day inspection contingency period.
2. **Seller Response:** The seller countered at \$235,000.
3. **District Counter:** The District responded with a revised offer of \$227,500.
4. **Final Seller Counter:** The seller proposed \$229,775, consisting of a \$227,000 purchase price plus the District covering 1% of the buyer's agent commission.
5. **Acceptance:** The District accepted the seller's final counter.

Escrow was opened on April 22, 2025, with Old Republic Title Company, and the District wired an earnest money deposit of \$4,400 on April 23, 2025. Should the Board choose to proceed with the acquisition, the General Manager would release all contingencies, thereby committing the District to closing the transaction under the agreed-upon terms.

SCHEDULE: Upon Board Approval

COSTS: \$229,775

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: Utilizing funds from recent Water Fund debt issuance.

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Vacant Land Purchase Agreement; Acceptor Seller Counter Offer No. 2

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (As required by the Civil Code) (C.A.R. Form AD, Revised 12/24)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Buyer/Seller/Landlord/Tenant Paul Hughes South Tahoe Public Utility District Date 04/17/2025

Buyer/Seller/Landlord/Tenant Date

Agent Berkshire Hathaway Drysdale Properties DRE Lic. # 01499008 Real Estate Broker (Firm)

By Bret Howard DRE Lic. # 02099493 Date 04/17/2025 (Salesperson or Broker-Associate, if any) Bret Howard



CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (o) "Buyer's agent" means an agent who represents a buyer in a real property transaction. (p) "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14 (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. (b) The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgement of receipt from the buyer or seller except as provided in § 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivision (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.





FAIR HOUSING AND DISCRIMINATION ADVISORY
(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. FEDERAL FAIR HOUSING ACT (“FHA”) Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (“FEHA”) California Government Code (“GC”) §§ 12900-12996, 12955; 2 California Code of Regulations (“CCR”) §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT (“Unruh”) California Civil Code (“CC”) § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. AMERICANS WITH DISABILITIES ACT (“ADA”) 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person’s belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code (“B&PC”) § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee’s real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Landlords/Housing Providers
 - Sublessors
 - Real estate licensees
 - Real estate brokerage firms
 - Property managers
 - Mobilehome parks
 - Homeowners Associations (“HOAs”);
 - Banks and Mortgage lenders
 - Insurance companies
 - Government housing services
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant’s ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children’s safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person’s protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; “channeling” or “steering” a prospective buyer or tenant to or away from a particular area due to that person’s protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. “Blockbusting” or causing “panic selling” by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;
 - E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);



- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/ neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://calcivilrights.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii) no discriminatory advertising is used**, and **(iii) the owner owns no more than three single-family residences**. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Paul Hughes South Tahoe Public Utility District Date 04/17/2025

Buyer/Tenant _____ Date _____

Seller/Housing provider Sanchan Sahai Saxena Sanchan Sahai Saxena Date 04/17/2025

Seller/Housing provider Suchi Jain Saxena Suchi Jain Saxena Date 04/17/2025

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT
(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Sanchan Sahai Saxena Sanchan Sahai Saxena Date 04/17/2025

Seller Suchi Jain Saxena Suchi Jain Saxena Date 04/17/2025

Buyer Paul Hughes South Tahoe Public Utility District Date 04/17/2025

Buyer _____ Date _____

Buyer's Brokerage Firm Berkshire Hathaway Drysdale Properties DRE Lic # 01499008

By Bret Howard Bret Howard DRE Lic # 02099493 Date 04/17/2025

Seller's Brokerage Firm Chase International - South Lake Tahoe DRE Lic # 01802170

By Shirley B Russell Shirley B Russell DRE Lic # 02057675 Date 04/17/2025

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)

Property Address: 2438 Cattlemans Trail, South Lake Tahoe, CA 96150 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant Paul Hughes South Tahoe Public Utility District Date 04/17/2025

Buyer/Tenant _____ Date _____

Seller/Landlord Sanchan Sahai Saxena Sanchan Sahai Saxena Date 04/17/2025

Seller/Landlord Suchi Jain Saxena Suchi Jain Saxena Date 04/17/2025

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BROKER COMPENSATION ADVISORY
(C.A.R. Form BCA, 6/24)

1. **WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES. THE SELLER MAY ALSO AUTHORIZE THE SELLER'S BROKER TO SHARE COMPENSATION WITH A BUYER'S BROKER OR MAY AGREE TO DIRECTLY PAY THE BUYER'S BROKER:**
 - A. **Listing Agreement Compensation is Fully Negotiable:** When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not set by law but are instead fully negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations. If the seller approves, a listing agreement may authorize the seller's broker to share part of that broker's compensation with the broker who represents the buyer, and the amount the seller's broker agrees to pay the buyer's broker will be incorporated into the overall compensation the seller is obligated to pay the seller's broker.
 - B. **Offering Compensation to a Buyer's Broker is Fully Negotiable:** Sellers and seller's brokers are not required by law or otherwise to offer compensation to buyer's brokers. The promise of payment from the seller's broker to the buyer's broker may lead to a quicker or more efficient transaction because:
 - (1) Knowing the overall cost of broker compensation at time of listing allows a seller to more easily calculate the seller's net proceeds when evaluating offers and counter offers;
 - (2) The seller's property may become more attractive to buyers who need a loan to finance the purchase price, since buyer's broker compensation would be paid from the seller's proceeds at the time of closing, rather than "out of pocket" by the buyer who may have limited funds. Many buyers have limited funds after paying a deposit, a down payment, property inspections costs, and other costs for closing. These buyers may be more likely to write an offer for the seller's property if they are able to effectively finance the buyer broker compensation into the cost of their loan rather than coming up with additional funds. By making the seller's property attractive to all buyers, regardless of their ability to directly pay a buyer's broker, the pool of prospective buyers for the seller's property will likely increase;
 - (3) Offering compensation to buyer's brokers allows the seller to inform brokers representing prospective buyers they can rely on the efficient payment of their compensation without adding to buyer's closing costs.

An offer of compensation from the seller's broker to the buyer's broker is optional; a seller may instruct the seller's broker to offer no such compensation. In the listing agreement, or amendment, the seller instructs the seller's broker whether to offer any compensation to the buyer's brokers, and, if so, how much.
2. **BUYER'S BROKERS COMPENSATION ARRANGEMENTS:** In California, a buyer representation agreement is recommended and required in certain circumstances, which may limit the amount a buyer's broker may be paid to the amount in the agreement.
 - A. Buyers and their brokers benefit when the terms of their relationship and respective duties are written because expressed written terms establish mutual expectations and help avoid misunderstandings over buyer and broker duties and the amount of compensation the buyer's agent expects to be paid. Compensation amounts are not set by law but are instead fully negotiable.
 - B. Many sellers authorize their brokers to offer compensation to buyer's brokers in the listing agreement. This may be used to offset the obligation a buyer has under a buyer representation agreement.
 - C. A buyer's broker should communicate with the buyer about how the broker will be paid for their work in representing the buyer.
 - D. In the absence of a buyer representation agreement, if the compensation offered to the buyer's broker from third parties is insufficient to meet the expectations of the buyer's broker, and the buyer's broker is unable, prior to drafting an offer on behalf of the buyer, to reach an agreement with the seller or seller's broker to be paid an amount the broker deems adequate, buyer's brokers are not obligated to represent the buyer.
3. **METHODS FOR BUYER'S BROKER TO OBTAIN COMPENSATION:**
 - A. **Buyer Pays the Compensation through a Buyer Representation Agreement:** A buyer's broker may negotiate the amount of compensation expected directly with the Buyer who may choose to simply pay their own agent.
 - B. **Seller Pays the Compensation**
 - (1) **Buyer negotiates for Seller to Pay Buyer's Obligation under a Buyer Representation Agreement:** A buyer may negotiate a term in the purchase agreement, asking the seller to pay the obligation they have already agreed to pay their own agent in a buyer representation agreement. This option should be discussed when creating a buyer representation agreement and prior to an offer being made.
 - (2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another agent, a buyer's agent may approach that seller to obtain a single party compensation agreement where the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship.
 - C. **Seller's Agent Pays the Compensation to Buyer's Agent:** A seller may have authorized the seller's broker to offer compensation to the buyer's broker in the listing agreement. A buyer's agent may want to inquire with a seller's agent about whether they have such authorization. A seller's agent and buyer's agent can enter into a cooperating broker compensation agreement where the seller's broker agrees to compensate the buyer's broker.

By signing below, Seller or Buyer acknowledges that they have read, understand, and have received a Copy of this Broker Compensation Advisory. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.

Seller/Buyer Paul Hughes South Tahoe Public Utility District Date 04/17/2025

Seller/Buyer _____ Date _____

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VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 12/24)

Date Prepared: 04/17/2025

1. OFFER:

- A. THIS IS AN OFFER FROM South Tahoe Public Utility District ("Buyer"). Individual(s), A Corporation, A Partnership, An LLC, Other Public Utility Agency.
- B. THE PROPERTY to be acquired is 2438 Cattlemans Trail, situated in South Lake Tahoe (City), El Dorado (County), California, 96150 (Zip Code), Assessor's Parcel No(s). 080112002000 ("Property").
Further Described As _____
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. CONFIRMATION: The following agency relationships are here confirmed for this transaction.
Seller's Brokerage Firm Chase International - South Lake Tahoe License Number 01802170
Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
Seller's Agent Shirley B Russell License Number 02057675
Is (check one): the Seller's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
Buyer's Brokerage Firm Berkshire Hathaway Drysdale Properties License Number 01499008
Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
Buyer's Agent Bret Howard License Number 02099493
Is (check one): the Buyer's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- C. More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	\$ <u>220,000.00</u>	<input checked="" type="checkbox"/> All Cash
B		Close Of Escrow (COE)	<u>30</u> Days after Acceptance OR on _____ (date)	
C	40A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or <u>04/19/2025</u> (date) at 5PM or _____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>4,400.00</u> (<u>2.00</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit	See attached Increased Deposit Addendum (C.A.R. Form IDA)	
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points	\$ _____ (<u>0.00</u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ (<u>0.00</u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A	Intended Use	Investment OR <input type="checkbox"/> _____	
F	5D	Balance of Down Payment	\$ <u>215,600.00</u>	
PURCHASE PRICE TOTAL			\$ <u>220,000.00</u>	
G	SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS			
G(1)	5E	<input type="checkbox"/> Seller Credit to Buyer	\$ _____	For closing costs
G(2)	ADDITIONAL FINANCE TERMS: _____			



G(3)	21	<input checked="" type="checkbox"/> Seller Payment for Buyer's Obligation to compensate Buyer's Broker Buyer Compensation Affirmation	Seller agrees to pay, out of the transaction proceeds, <u>4</u> % of the final purchase price AND, if applicable \$ _____ OR, if checked <input type="checkbox"/> \$ _____ toward the obligation of Buyer to compensate Buyer's Broker. Buyer affirmatively represents that, at the time this offer is made, Buyer has a written agreement with Buyer's Broker that: (i) is valid; (ii) covers the Property; and (iii) provides for compensation for no less than the amount stated above.	
	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input checked="" type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	<input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval
I	Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input checked="" type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	<input type="checkbox"/> Purchase of Manufactured Home Buyer has (or <input type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance <input type="checkbox"/> Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(10) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8K. <input type="checkbox"/> CR-B attached
L(4)	8D	<input type="checkbox"/> Construction Loan Financing A draw from the construction loan will not (or <input type="checkbox"/> will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.	17 (or _____) Days after Acceptance 17 (or _____) Days after Acceptance	
L(6)	8F	Insurance	17 (or _____) Days after Acceptance	
L(7)	8G, 17A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 16A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(9)	8I, 11E	Common Interest Disclosures Per Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(10)	8J, 9B(2)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(11)	8M	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
		Possession	Time for Performance	Additional Terms
M	3R	Vacant Lot Delivery <input type="checkbox"/> Lease/tenant in place	Upon notice of recordation On COE Date	Property to be delivered subject to tenant rights, except _____.
N	Documents/Fees/Compliance		Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	36	Evidence of representative authority	3 Days after Acceptance	
O	Intentionally Left Blank			



P Items Included and Excluded				
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked:		
		<input type="checkbox"/> _____.	<input type="checkbox"/> _____.	<input type="checkbox"/> _____.
P(2)	9	Excluded Items:		
		<input type="checkbox"/> _____;	<input type="checkbox"/> _____;	<input type="checkbox"/> _____;
Q Allocation of Costs				
	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)		Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both <u>Sellers</u> choice	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____ <input type="checkbox"/> Provided by: _____
Q(2)	15B(1)(D)	Environmental Survey (Phase I)	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(3)	10	Gov't Point of Sale Requirements Inspections and reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both <u>50/50</u> <input type="checkbox"/> Each to pay their own fees	Escrow Holder: <u>Old Republic Title Co.</u>
Q(5)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both <u>50/50</u>	Title Company (If different from Escrow Holder): _____
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(8)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(9)	11E(2)	HOA fee for preparing disclosures	Seller	
Q(10)		HOA certification fee	Buyer	
Q(11)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(13)		(A) _____ Reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
		(B) _____ Reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(14)		(A) _____ fees/costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
		(B) _____ fees/costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
R	12	Additional Tenancy Documents: <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate		
S	OTHER TERMS: _____			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Residential Units Purchase Addendum (C.A.R. Form RU-PA)
- Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # _____ (C.A.R. Form ADM)
- Short Sale Addendum (C.A.R. Form SSA)
- Back Up Offer Addendum (C.A.R. Form BUO)
- Court Confirmation Addendum (C.A.R. Form CCA)
- Assumed Financing Addendum (C.A.R. Form AFA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
- Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Other _____



C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
Wire Fraud Advisory (C.A.R. Form WFA)
Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
Wildfire Disaster Advisory (C.A.R. Form WFDA)
Trust Advisory (C.A.R. Form TA)
REO Advisory (C.A.R. Form REO)
Other:
Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
Short Sale Information and Advisory (C.A.R. Form SSIA)
Probate Advisory (C.A.R. Form PA)
Other

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) INITIAL DEPOSIT: Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
(2) RETENTION OF DEPOSIT: Paragraph 37, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) FIRST LOAN: This loan will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject to Financing, or Other is checked in paragraph 3E(1).
(2) ADDITIONAL FINANCED AMOUNT: If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(2).
(3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
(4) ASSUMED OR SUBJECT TO FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F)(including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

- A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs, within the time specified in paragraph 3H(2) may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

- A. INTENDED USE: Buyer intends to use the Property as indicated in paragraph 3E(3). Intended use may impact available financing.
B. CONDITION OF PROPERTY ON CLOSING: Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.



- D. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.
- 8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**
- A. LOAN(S):**
- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
 - (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.
 - (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
 - (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
 - (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- B. APPRAISAL:**
- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
 - (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
 - (3) **Fair Appraisal Act:** See **paragraph 33** for additional information.
- C. MANUFACTURED HOME PURCHASE:** If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.
- D. CONSTRUCTION LOAN FINANCING:** If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.
- E. INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.
- F. INSURANCE:** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.
- G. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.
- H. TITLE:**
- (1) This Agreement is, as specified in **paragraph 3L(8)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
 - (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.
- I. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(9)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11E** ("CI Disclosures").
- J. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(10)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(10)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.
- K. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** **Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency.** If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**
- L. REMOVAL OF CONTINGENCY OR CANCELLATION:**
- (1) **For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.

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(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

M. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(11)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

(3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

(4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.

(5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.

(6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

10. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and (13) only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1)**.

B. GOVERNMENT POINT OF SALE REQUIREMENTS: Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer Investigation contingency, then either party may cancel the Agreement.

11. SELLER DISCLOSURES:

A. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

B. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

D. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.



- E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
 - (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(9)** for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- F. SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- G. ADDITIONAL DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
 - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
 - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
 - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
 - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
 - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
 - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
 - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
 - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
 - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
 - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
 - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
 - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
 - (15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
 - (16) **VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or issued against the Property.
- H. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in **paragraph 3N(1)**, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly Deliver to Buyer any such notice obtained.
- I. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- J. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- K. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- 12. TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
 - B. INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
 - C. TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

- D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11, paragraph 12**, or under any disclosure Delivered to Buyer:
- (1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts (“Proposed Changes”), subject to Buyer’s rights in **paragraph 13B: (i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.
 - B.**
 - (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
 - (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer’s objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
- 15. BUYER’S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer’s expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies (“Buyer Investigations”).
 - B.** Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report (“Pest Control Report”) showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer’s Investigation contingency.
 - (E) Any other specific inspections of the physical condition of the land and improvements.
 - (2) Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner’s insurance, flood insurance, and fire insurance. See, Buyer’s Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
 - C.** Without Seller’s prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer’s Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal.
 - E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer’s behalf to carry, policies of liability, workers’ compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer’s direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a “Notice of Non-Responsibility” (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer’s direction. Buyer’s obligations under this paragraph shall survive the termination of this Agreement.
 - F. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL APSECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIREABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKRES DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**



- G. SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- H. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- I. UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.
- J. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.
- K. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- L. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- M. PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
- N. NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
- O. COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- P. SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.
- Q. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.
- R. MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 16. TITLE AND VESTING:**
- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F.** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- G.** Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).
- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(2), 10, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 36.**
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
 - (2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.
- C. SELLER RIGHT TO CANCEL:**
- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (iv) Deliver a letter as required by **paragraph 6B**; (v) In writing assume or accept leases or liens specified in **paragraph 8J**; (vi) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 37**; (viii) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 36**; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 17G**, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:**
- A. COMPENSATION:**
- (1) Timing of Broker Compensation:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
 - (2) Buyer Representation; Seller Payment to Compensate Buyer's Broker:** Buyer affirmatively represents that Buyer, at the time this offer is made, has a written agreement with Buyer's Broker that: **(i)** is valid; **(ii)** covers the Property; and **(iii)** provides for compensation for no less than the amount stated in **paragraph 3G(3)**. If any representation (i)-(iii) is not true, then Seller has no obligation to pay Buyer's Broker. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker
 - (3) Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. ESCROW INSTRUCTION PARAGRAPHS:** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 35, 36, 40, and 41.** If a Copy of the separate compensation agreement(s) provided for in **paragraph 21A** is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
- B. ESCROW HOLDER GENERAL PROVISIONS:** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 11**, or elsewhere in this Agreement.
- C. COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.
- D. BROKER COMPENSATION:**
- (1) **Payment:** Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A**. If a Copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
 - (2) **Compensation Disclosure:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: (i) the amount of compensation paid to Seller's Broker; and (ii) if applicable pursuant to **paragraph 3G(3)** or other mutual instruction of the parties, the amount paid by Seller for Buyer's Broker compensation. Escrow Holder's obligation pursuant to **paragraph 21D**, is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to **paragraph 21D** is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.
- E. INVOICES:** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. VERIFICATION OF DEPOSIT:** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1)** and C.A.R. Form IDA. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G. DELIVERY OF AMENDMENTS:** A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 38A**.

- 26. ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee a Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 27. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 28. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 31. COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. "Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. "Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. "Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. "As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. "Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. "C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. "Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. "Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. "Day"** or "**Days**" means calendar day or days. However, delivery of deposit to escrow is based on business days.

- K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 40 or paragraph 41**.
 - O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
 - P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
- 33. FAIR APPRAISAL ACT NOTICE:**
- A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
 - B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.
- 34. TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 36. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 40 and 41** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(4)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

37. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials PH / _____

Seller's Initials SSS / SJS



38. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent.** Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 39B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 39C; and (iii) Agent's rights and obligations are further specified in paragraph 39D.**

39. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.”**

“WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.”

Buyer's Initials PH / _____

Seller's Initials SSS / SJS



40. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made.

B. [X] ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) Non-Individual (entity) Buyers: One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) Full entity name: The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): South Tahoe Public Utility District

(3) Contractual Identity of Buyer: For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) Legally Authorized Signer:

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See paragraph 36 for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: Paul Hughes (GM)

C. The VLPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, Paul Hughes Date: 04/17/2025

Printed name of BUYER: South Tahoe Public Utility District

[X] Printed Name of Legally Authorized Signer: Paul Hughes Title, if applicable, General Manager

(Signature) By, Date:

Printed name of BUYER:

[] Printed Name of Legally Authorized Signer: Title, if applicable,

[] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

41. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

[X] Seller Counter Offer (C.A.R. Form SCO or SMCO)

[] Back-Up Offer Addendum (C.A.R. Form BUO)

B. [] ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) Non-Individual (entity) Sellers: One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) Full entity name: The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #):

(3) Contractual Identity of Seller: For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) Legally Authorized Signer:

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See paragraph 36 for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are:

C. The VLPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, Sanchan Sahai Saxena Date: 04/17/2025

Printed name of SELLER: Sanchan Sahai Saxena

[] Printed Name of Legally Authorized Signer: Title, if applicable,

(Signature) By, Suchi Jain Saxena Date: 04/17/2025

Printed name of SELLER: Suchi Jain Saxena

[] Printed Name of Legally Authorized Signer: Title, if applicable,

[] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



OFFER NOT ACCEPTED: _____/_____/_____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

REAL ESTATE BROKERS SECTION:

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.

4. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Berkshire Hathaway Drysdale Properties DRE Lic. # 01499008
By Bret Howard Bret Howard DRE Lic. # 02099493 Date 04/17/2025
By Deb K Howard Deb K Howard DRE Lic. # 00799233 Date 04/17/2025
Address 3045 Harrison Ave City South Lake Tahoe State CA Zip 96150
Email bret.howard@bhhsdrysdale.com Phone # (530) 318-5439

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es): Email above or _____

- Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm Chase International - South Lake Tahoe DRE Lic. # 01802170
By Shirley B Russell Shirley B Russell DRE Lic. # 02057675 Date 04/17/2025
By _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Email srussell@chaseinternational.com Phone # (530) 318-5927

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or _____

- Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials PH / _____ Seller's Initials SSS / SJS

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to paragraph 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

- Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: SBR / _____ Seller's Brokerage Firm presented this offer to Seller on 04/17/2025 (date).
Broker or Designee Initials

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BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, Revised 6/23)

Property Address: 2438 Cattlemans Trail, South Lake Tahoe, CA 96150 ("Property").

- A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.
B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know, or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not perform, and you have not cancelled the agreement in a timely and proper manner, you may be in breach of contract.
C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you known material facts that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.
D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.
E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
1. FINANCE: Financing the purchase of vacant land and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. CONSTRUCTION COSTS: If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. UTILITIES: Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. ENVIRONMENTAL SURVEY: Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.



Property Address: 2438 Cattlemans Trail, South Lake Tahoe, CA 96150 Date: 04/17/2025

- 5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
- 6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER *Sanchan Sahai Saxena* Sanchan Sahai Saxena Date 04/17/2025

SELLER *Suchi Jain Saxena* Suchi Jain Saxena Date 04/17/2025

BUYER *Paul Hughes* South Tahoe Public Utility District Date 04/17/2025

BUYER _____ Date _____

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**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,
DISCLOSURE AND NOTICE**
(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) (“CCPA”), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information (“PI”) that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to “opt out” or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered “sensitive.” You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant Paul Hughes South Tahoe Public Utility Dis Date 04/17/2025

Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA REVISED 12/22 (PAGE 1 OF 1)





SELLER COUNTER OFFER No. 2

May not be used as a multiple counter offer. (C.A.R. Form SCO, Revised 12/24)

Date 04/18/2025

This is a counter offer to the Purchase Agreement, OR Buyer Counter Offer No. _____, Other _____ ("Offer"), dated 03/22/2025, on property known as 2438 Cattlemans Trail, South Lake Tahoe, CA 96150 ("Property"), between Paul Hughes - South Tahoe Public Utility District ("Buyer") and Sanchan Sahai Saxena, Suchi Jain Saxena ("Seller").

Buyer and Seller are referred to as the "Parties."

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties.
B. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer...
C. Unless Otherwise Agreed or altered in another Counter Offer, if in the original offer (such as paragraph 3L(2) of the RPA) the appraisal contingency amount is lower than the original offered price...
D. OTHER TERMS:

Option 1

Seller agrees to accept the current Purchase Offer (BCO-1) with a purchase price of \$227,500 (Two Hundred Twenty-Seven Thousand Five Hundred Dollars), contingent upon a 3% Buyer Broker Commission being paid through escrow.

or

Option 2

Seller agrees to adjust the purchase price to \$235,000 (Two Hundred Thirty-Five Thousand Dollars), with a 4% Buyer Broker Commission to be paid through escrow.

- E. The following attached documents are incorporated into this Seller Counter Offer when Signed and Delivered by both Parties (if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Counter Offer is not valid):

- Checkboxes for Addendum No., Back Up Offer Addendum, Seller License to Remain in Possession Addendum, Seller Purchase of Replacement Property, Tenant Occupied Property Addendum, Residential Lease After Sale, Seller Intent to Exchange Addendum, and Other.

- 2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00 PM on the third Day after the date this Seller Counter Offer is signed in paragraph 4...
B. OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance...
C. OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller Counter Offer.

- 3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5.

- 4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. THIS COUNTER OFFER IS VALID REGARDLESS OF WHETHER ANY PREVIOUS OFFER OR COUNTER OFFER EXPIRED BY ITS TERMS.

Seller X Sanchan Sahai Saxena Sanchan Sahai Saxena Date 04/18/2025
Seller X Suchi Jain Saxena Suchi Jain Saxena Date 04/18/2025



5. **ACCEPTANCE:** I/WE accept the above Seller Counter Offer (If checked **SUBJECT TO THE ATTACHED BUYER COUNTER OFFER No. _____**) and acknowledge receipt of a Copy. **subject to addendum # SC02**

Buyer Paul Hughes Paul Hughes - South Tahoe Public Utility District Date 04/19/2025

Buyer _____ Date _____

6. **LATE ACCEPTANCE:** If the date of Buyer's signature in **paragraph 5** is after the expiration specified in **paragraph 2A**, Buyer's acceptance is only binding if Seller agrees to the late acceptance by signing below before 5:00 PM on the third Day after the date this Seller Counter Offer is signed in **paragraph 5**.

I/We (Seller), ratify the acceptance and agree to all terms of this Seller Counter Offer.

Seller _____ Sanchan Sahai Saxena Date _____

Seller _____ Suchi Jain Saxena Date _____

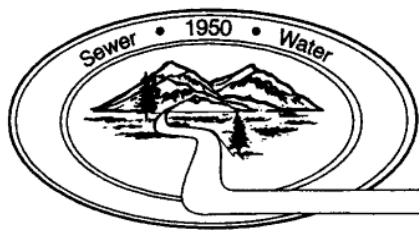
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General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6b

TO: Board of Directors

FROM: Mark Seelos, Water Resources Manager

MEETING DATE: May 1, 2025

ITEM – PROJECT NAME: 2025 Test Well Project

REQUESTED BOARD ACTION: Authorize staff to advertise for construction bids for the test well drilling and installation component of the 2025 Test Well Project.

DISCUSSION: The District faces a firm capacity shortage of approximately 1,000 gallons per minute in the Stateline Pressure Zone, with low pressures in the South Y area highlighting the need for additional water supply sources on the zone's west side. A test well must be drilled and analyzed to evaluate potential yield and water quality before installing a production well.

The District is partnering with BESST, Inc. (BESST) to apply their patented stacked dynamic profiling method on a long-screened test well, enabling high-resolution flow and water quality analysis and reducing the risk of low-yield or non-compliant production wells.

BESST is providing project planning, bid support, and construction management services for a test well at 942 Tanglewood Drive (District-owned). They are finalizing specifications and contract documents for well drilling and installation.

The drilling and installation phase will include all labor, equipment, and materials needed to construct a fiberglass long-screened test well up to 800 feet deep. This includes site preparation, drilling, well construction, gravel packing, development, waste handling, permit acquisition, noise mitigation, and traffic control. Post-drilling, BESST will oversee development, water quality testing, performance evaluations, and production well design recommendations.

The Engineer's Estimate for the project is \$900,000. Staff recommends the Board authorize advertising construction bids for the 2025 Test Well Project, per California Public Contract Code Section 20201 and Government Code Section 830.6.

The project is expected to proceed as follows:

- May 1, 2025: Authorization to Bid
- May 16, 2025: Advertise Bids
- June 17, 2025: Bid Opening
- July 3, 2025: Board Award
- July 24, 2025: Notice to Proceed
- October 2025: Project Completion

SCHEDULE: May 2025 to October 2025

COSTS: \$900,000

ACCOUNT NO: To be determined

BUDGETED AMOUNT AVAILABLE: \$1,753,000 (Current CIP)

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: None

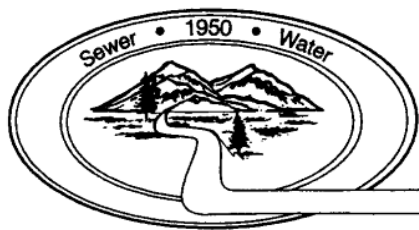
CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AS NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

General Manager
Paul Hughes



South Tahoe Public Utility District

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
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BOARD AGENDA ITEM 6c

TO: Board of Directors

FROM: Laura Hendrickson, Associate Engineer

MEETING DATE: May 1, 2025

ITEM – PROJECT NAME: Washoan Pressure Reducing Valve Station

REQUESTED BOARD ACTION: 1) Waive minor irregularities identified in the bid from White Rock Construction, Inc.; and 2) Award Contract for the Washoan Pressure Reducing Valve Station to White Rock Construction, Inc. in the amount of \$396,050.

DISCUSSION: On February 6, 2025, the Board authorized staff to advertise for construction bids for the Washoan Pressure Reducing Valve (PRV) Station Project (Project).

The Project installs a PRV in an underground vault located on Washoan Boulevard just east of Acoma Circle. The PRV will allow water to move from Pine Valley Zone to the remote reaches of the Country Club Zone and will help mitigate existing fire flow deficiencies. An accompanying above ground electrical cabinet will provide instrumentation and cellular capability to view and record pressures and flows in Supervisory Control and Data Acquisition (SCADA).

A mandatory pre-bid conference was held on March 6, 2025, with twelve general contractors in attendance.

The total Engineer's Estimate for this project was \$319,000. A total of \$336,000 is budgeted for the Project, with \$125,000 provided by a Bureau of Reclamation grant.

The bid opened at 2:00 p.m. on Tuesday, April 8. The District received one bid from White Rock Construction, Inc. for a total of \$396,050. White Rock has been the awarded contractor for five of the eight completed PRV stations for the District, each as a subsection of a larger project scope. A summary of the bid, along with staff recommendations regarding bid irregularities is attached.

SCHEDULE: Upon Board Approval

COSTS: \$396,050

ACCOUNT NO: 2030-7805/PRVWAS; 2030-8283/PTWL

BUDGETED AMOUNT AVAILABLE: \$336,000; \$1,686,000

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Bid Summary Memo

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

South Tahoe

Public Utility District

1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

Telephone: (530)544-6474 Fax: (530)541-4319

Memorandum

Date: April 11, 2025
To: Board Members, Paul Hughes
From: Starlet Glaze, Contracts Specialist
Subject: Washoan PRV Station

At 2:00 PM on April 8, 2025, we received one (1) electronic bid via PlanetBids for the above-referenced project. The bid submitted was in the amount of **\$396,050.00**.

A thorough review and analysis of the bid revealed only minor deviations. Please refer to the attached spreadsheet and list of deviations for a detailed breakdown.

White Rock Construction, Inc. is the apparent low bidder, with only three minor deviations noted.

I contacted the Contractors State License Board and confirmed the following:

- **License Number:** 640958
- **Status:** Current and active
- **Expiration Date:** July 31, 2026
- **Entity Type:** Corporation
- **License Classification:** Class A – General Engineering

Additionally, I verified with the California Department of Industrial Relations that White Rock Construction, Inc. is properly registered under **PWCR Number 1000011381**.

WASHOAN PRV STATION

Advertised: February 02/20/2025

Bid Opening: April 08, 2025 2:00 PM (PDT)

				White Rock Construction, Inc.	Engineer's Estimate
1	Mobilization and Demobilization (not to exceed ten percent (10%) of Bid Schedule A)	LS	1	\$9,000.00	\$25,000.00
2	Erosion Control and BMPS	LS	1	\$1,000.00	\$1,000.00
3	Groundwater Dewatering	LS	1	\$1,500.00	\$1,000.00
4	Sheeting, Shoring, Bracing or Equivalent Method	LS	1	\$5,900.00	\$2,500.00
5	Traffic Control	LS	1	\$15,700.00	\$1,500.00
6	Potholing	LS	1	\$2,600.00	\$1,000.00
7	8" Ductile Iron Water Pipe	LF	50	\$35,000.00	\$10,000.00
8	2" Brass Water Pipe	LF	20	\$7,600.00	\$2,000.00
9	3/4" Single Water Service	EACH	1	\$7,500.00	\$5,000.00
10	Tie-ins to Existing Water Main	EACH	2	\$10,000.00	\$10,000.00
11	Cut, Cap, Abandon in Place Existing Water Main	LS	1	\$4,000.00	\$1,000.00
12	PRV Vault, PRVs, and Interior Piping	LS	1	\$180,000.00	\$130,000.00
13	Concrete Bollards	EACH	2	\$2,800.00	\$1,800.00
14	Electrical and Instrumentation Facilities	LS	1	\$70,000.00	\$66,500.00
15	Conduit and Electrical Trenches	LF	75	\$20,250.00	\$7,500.00
16	Rip Rap	SF	200	\$5,000.00	\$40,000.00
17	3" Trench Patch	SF	700	\$18,200.00	\$14,000.00
		Subtotal		\$396,050.00	\$319,800.00
		Total		\$396,050.00	\$319,800.00

WASHOAN PRV STATION

Bid Opening: Tuesday, April 8, 2025, at 2:00 o'clock p.m.

Deviations and information gathered during Bid analysis of the lowest responsive responsible Bid received:

White Rock Construction, Inc.

- List of Subcontractors
 - The entity addresses of two of the subcontractors listed on the Bid form did not match the California Contractor's State License Board (CA CSLB) website. We were, however, able to verify that both addresses were correct and used for mailing purposes.
- Bidders General Information
 - Item 6, the name, and phone number for the brokerage agency and agent were provided but no information was provided for the surety. We were, however, able to obtain and validate Surety company's name, address, and phone number and confirm that the Bid Bond is valid, and that the surety company meets District's requirements.

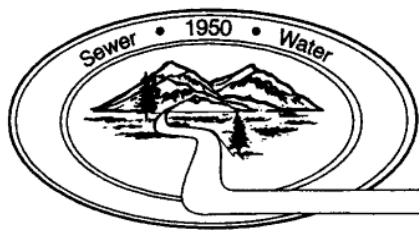
**WASHOAN PRV STATION
CONTRACTOR'S SUBCONTRACTORS**

White Rock Construction, Inc.

<u>Description of Work</u>	<u>Subcontractors Name & Address</u>
Electrical 16.97%	San Joaquin Electric, Inc. 2342 Teepee Dr. Stockton, CA 95205 CA#410103; CA DIR(PWC)#1000002857
Paving 2.65%	Ron Fuller Construction, Inc. 2092 Eloise Ave. South Lake Tahoe, C A96150 CA#517412; CA DIR(PWC)#1000018557
Named Equipment/Material Supplier List:	
<u>Equipment / Material</u>	<u>Supplier / Manufacturer</u>
Aggregate base Material	V & T Rock, Inc. / V & T Rock, Inc.
Asphalt mixes for paved areas	Ron Fuller Construction, Inc. / Tahoe Asphalt
Concrete and grout mixes	Sierra Tahoe Ready Mix / Sierra Tahoe Ready Mix
Aggregate base for pipe bedding	V & T Rock, Inc. / V & T Rock, Inc.
Import Soil or Rock	V & T Rock, Inc. / V & T Rock, Inc.
Piping	Western Nevada Supply / US Pipe
Pipe Fittings	Western Nevada Supply / Tyler
Valves	Western Nevada Supply / US Pipe
Valve Boxes / Covers	Western Nevada Supply / Old Castle
Pressure Reducing Valves	Western Nevada Supply / Clay Valve
Flow Meters	Western Nevada Supply / Sensus
Pre-Cast Concrete Vault, Manholes, and Covers	Jensen Precast / Jensen Precast & D&L
Electrical Panels, Switches, Wiring, and Conduits	San Joaquin Electric, Inc. / Milbank
SCADA System/Hardware	San Joaquin Electric, Inc. / George T Hall / Phoenix Contact & Gems
Revegetation Materials	Comstock Seed / Comstock Seed

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6d

TO: Board of Directors

FROM: Brent Goligoski, Senior Engineer

MEETING DATE: May 1, 2025

ITEM – PROJECT NAME: Herbert Walkup Pipeline Replacement Project

REQUESTED BOARD ACTION: Authorize the General Manager to enter into a Reimbursement Agreement with the City of South Lake Tahoe to provide for road repairs related to the Herbert Walkup Pipeline Replacement Project in the amount of \$319,416.

DISCUSSION: During the 2024 construction season, the District constructed the Herbert Walkup Pipeline Replacement Project (Project) which replaced and upsized approximately 9,400 linear feet of waterline, fire hydrants, water services and 1,860 linear feet of sewer mainline.

This work was performed primarily in the City of South Lake Tahoe (City) right-of-way and the District obtained an Encroachment Permit for this work. As provided for in this Permit, the District is required to repair the roadway in accordance with the City's Public Improvements and Engineering Standards (PIES). The City's PIES requires full-width traffic lane pavement surface grinding and asphalt concrete overlay, two inches in depth, where trenching work extends 250 linear feet or more. Due to the poor conditions of the existing roadway, it was not feasible to perform an overlay as required.

District staff met with City staff to negotiate a "payment in lieu of" paving agreement to allow the District to pay the City a similar amount to what would have been paid to a contractor for the required work. The City intends to use these funds to help construct full rehabilitation of the streets affected by this project and the surrounding neighborhood during the 2025 construction season.

SCHEDULE: Upon Board Approval

COSTS: \$319,416.00 [\$95,000.00 Sewer; \$224,416 Water]

ACCOUNT NO: 10.30.8462; 20.30.8485

BUDGETED AMOUNT AVAILABLE: \$399,712.87; \$2,198,654.67

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: City Of South Lake Tahoe Agreement for Road Repairs

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AS NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

CITY OF SOUTH LAKE TAHOE AGREEMENT FOR ROAD REPAIRS

This Agreement is made and entered into as of _____ by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **South Tahoe Public Utility District**, a California Special District ("the District").

RECITALS

A. In the 2024 construction season, the District commenced the Herbert Walkup Pipeline Replacement Project (Project), which replaced old water and sewer mains, located under multiple streets within the City. The Project was located within the Upper Bijou Neighborhood.

B. The Project requires cutting the pavement surface to allow trenching and subsurface excavations within the City's public rights-of-way. Accordingly, on April 18, 2024 the District obtained an Encroachment Permit with the City of South Lake Tahoe, so that its contractor could construct the Project.

C. As provided in the City's Encroachment Permit, the Permittee is required to repair the section of the road impacted by the Project in accordance with the City's Public Improvements and Engineering Standards (PIES).

D. The City's PIES requires full-width traffic lane pavement surface grinding and asphalt concrete overlay, two inches in depth where trenching work extends 250 linear feet or more. In addition, transverse pavement trenching in excess of three road cuts within 250 lineal feet of roadway also require full-width traffic lane(s) of pavement surface grinding and asphalt concrete overlay, two inches in depth.

E. For the purpose of the Project, the City and the District have agreed to limit the extent of pavement repair work performed by the District and the District will compensate the City in the amount provided in this Agreement for the cost of pavement grinding and overlay of City streets required in accordance with the City's PIES. For the purpose of the Project, the City prefers receipt of payment from the District in lieu of the District performing the standard PIES required pavement grinding and overlay work.

F. The City has an annual pavement rehabilitation program that may involve grinding or pulverizing the full street width of existing pavement surfaces, paving streets with asphalt concrete pavement, or construction of minor storm drain and ancillary roadway improvements.

G. The City routinely enters into public works contracts to maintain City roads and may achieve economies of scale by including more road sections in future contracts.

H. The parties desire to enter into this Reimbursement Agreement to achieve efficiencies and better service for their respective customers.

AGREEMENT

1. District Obligations.

- a. During 2024, the District implemented its Herbert Walkup Pipeline Replacement Project within City of South Lake Tahoe in accordance the projects plans submitted to the Public Works Department.
- b. Instead of repaving the City-maintained roads following the Herbert Walkup Pipeline Replacement Project, the District agrees to make permanent trench or pothole repairs and compensate the City a lump sum of \$319,416, to repave the sections of City-maintained roads the District would have repaved under the PIES ("Repavement Work"). For the purposes of this Agreement, the permanent trench repairs performed by the District are defined as repairing the pavement the width of the trench (minimum of 4 ft) with 4" minimum compacted AC or match existing AC depth.
- c. The District shall pay City for Repavement Work in the amount of \$319,416. The District's payment shall be made in a lump sum amount within 30 days of receiving a written payment request from the City.
- d. In no case shall the District be responsible for additional reimbursement to the City for Repavement Work associated with the Project, regardless of any price escalation or increased costs to the City for its future paving work including the Repavement Work.

2. City Obligations.

- a. All Repavement work performed by the City shall be completed under a public works contract for road repair and be awarded through a competitive bid process in accordance with California Public Contract Code, section 22030 et seq. City shall pay prevailing wage for the Repavement Work in accordance with California Labor Code section 1770 et seq. City shall require Payment and Performance Bonds in the amount of 100% of Repavement Work.
- b. City will complete the paving of the Repavement Work at the appropriate time, in its sole discretion, based on the City's annual paving needs and priorities.

- c. City shall send to the District a written reimbursement request.
 - d. City shall use the funds received for the Repavement Work towards repaving roads within the City of South Lake Tahoe, including minor storm drain and ancillary roadway improvements.
3. Term/Time of Performance. This Agreement shall be effective as of the date written above, and shall terminate six months after the effective date, or sooner if full reimbursement has been made in accordance with the provisions of this Agreement or this Agreement is terminated in accordance with Section 4.
 4. Termination. This Agreement may be terminated by City or the District for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, City shall be entitled to reimbursement for Repavement Work performed up to the effective date of termination.

Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

5. Indemnity. The District shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, on or account of, injuries or death to any person, including but not limited to workers, City employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of the District's performance under this Agreement, except for the sole or active negligence of the City, its officers and employees, or as expressly prescribed by statute. This duty of the District to indemnify and save City harmless includes the duties to defend set forth in California Civil Code section 2778.

City shall defend, indemnify, and hold the District, its officers, officials, employees, and volunteers harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, on or account of, injuries or death to any person, including but not limited to workers, the District employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of City's performance under this Agreement, except for the sole or active negligence of the District, its officers and employees, or as expressly prescribed by statute. This duty of City to indemnify and save the District harmless includes the duties to defend set forth in California Civil Code section 2778.

6. Insurance Requirements. City and the District attest to having adequate insurance for General Liability and Automobile Liability, and in accordance with California Labor Code section 3700 for Workers' Compensation and shall provide evidence of insurance if requested to do so by the other party.
7. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Public Works Director
 City of South Lake Tahoe
 1740 D Street
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
 City of South Lake Tahoe
 1901 Lisa Maloff Way, Suite 300
 South Lake Tahoe, CA 96150

If to the District: South Tahoe Public Utility District
 1275 Meadow Crest Dr,
 South Lake Tahoe, CA 96150

8. Assignment. Neither party shall assign this Agreement or any part thereof of any monies due hereunder.
9. No Third Party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and the Parties hereto expressly disclaim any such third-party benefit.
10. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
11. Dispute Resolution. The parties to this Agreement agree that their respective staffs shall meet and confer in good faith for the purposes of resolving any dispute under this Agreement. If the meet and confer between staff is unsuccessful to resolve the dispute, the City Manager and the District General Manager shall then meet and confer in attempt to resolve the dispute. If the dispute is still not resolved, either party may file an action in court.
12. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

13. Amendments. This Agreement may be modified or amended only by a written document executed by both the District and City and approved as to form by the City Attorney.
14. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
15. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and the District. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
16. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy hereof shall have been signed by both Parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
17. Authority to Enter Agreement. The Parties have all requisite power and authority to conduct their business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

SOUTH TAHOE PUBLIC UTILITY DISTRICT:

By _____

By _____

Tamara Wallace, Mayor

Paul Hughes, General Manager

APPROVED AS TO FORM:

By _____
Heather Stroud, City Attorney

ATTEST:

ATTEST:

By _____

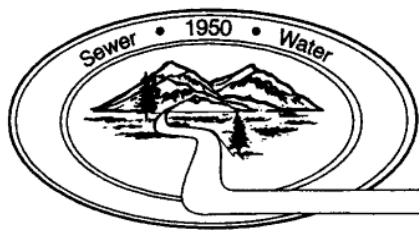
By _____

Susan Blankenship, City Clerk

Melonie Guttry, Clerk of the Board

General Manager
Paul Hughes

Directors
Nick Haven
Shane Romsos
Joel Henderson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6e

TO: Board of Directors

FROM: Brent Goligoski, Senior Engineer

MEETING DATE: May 1, 2025

ITEM – PROJECT NAME: City of South Lake Tahoe Storm Water Projects Reimbursements

REQUESTED BOARD ACTION: Authorize the General Manager to enter into Reimbursement Agreements with the City of South Lake Tahoe to provide for the relocation of water and sewer utilities related to the (1) Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 1 in the amount of \$326,561.25; (2) Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2 in the amount of \$112,862.50 and; (3) Upper Bijou Park Creek Watershed Restoration Project – Rockwood To Blackwood Drainage Improvements in the amount of \$59,728.75.

DISCUSSION: During the 2025 construction season, the City of South Lake Tahoe (City) will begin or continue work on three stormwater control projects which have conflicts with District water and sewer facilities.

The Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 1 began in 2023 and is expected to be complete this summer. This project required the lowering of water mains on Dedi Avenue and Bonanza Avenue and one more will be needed on Eloise Avenue to accommodate new storm drain piping. There were also multiple water services raised or lowered to accommodate new facilities as well as minor grade adjustments to utility boxes during paving of the associated roadways.

The Tahoe Valley Stormwater & Greenbelt Improvement Project, Phase 2 has just begun and will require relocation of water mains on 4th Street to accommodate a new storm drain crossing. Water service relocations and utility box adjustments are also anticipated.

The Upper Bijou Park Creek Watershed Restoration Project – Rockwood To Blackwood Drainage Improvements will require relocation of a water main and multiple water services on Blackwood Road to accommodate a new storm drain crossing. This project will also abandon a portion of sewer main on Rockwood Drive to accommodate a new stormwater basin.

Staff recommends that the Board authorize the General Manager to enter into these three Reimbursement Agreements with the City of South Lake Tahoe. These Agreements each include a 25% contingency, allowing the District to authorize additional payment to the City for changes in the quantity or price of items actually constructed, which may arise during construction, without requiring modification to the Agreements.

SCHEDULE: Upon Board Approval

COSTS: \$326,561.25; \$112,862.50; \$59,728.75

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: Unbudgeted. Available budgeted funds to be transferred from 2030-8485.

IDENTIFIED CAPITAL IMPROVEMENT PROJECT (CIP): Yes No N/A

ATTACHMENTS: Three Reimbursement Agreements with the City of South Lake Tahoe

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES AA NO _____

CHIEF FINANCIAL OFFICER: YES AS NO _____

**Reimbursement Agreement
Between
City of South Lake Tahoe &
South Tahoe Public Utility District**

This AGREEMENT, entered into effect on _____, is between the City of South Lake Tahoe, a municipality of the State of California, referred to herein as "CITY," and the South Tahoe Public Utility District, referred to herein as "DISTRICT."

Recitals

1. CITY secured funding, prepared contract documents, advertised, awarded and has been administering a construction contract for the approved work, to be completed by the lowest responsible bidder, for installation of improvements for the TAHOE VALLEY STORMWATER & GREENBELT IMPROVEMENT PROJECT, PHASE 1 PWC #301-40030-01, referred to herein as "PROJECT." The project limits consists of the following area(s): Tahoe Valley Neighborhood, Barton Neighborhood, Sky Meadows Neighborhood.
2. DISTRICT owns and maintains sanitary sewer and potable water utility facilities with surface completions (valve boxes and sewer manholes), sanitary sewer service lines, and potable water service lines within the limits of the PROJECT which require relocation and modifications to accommodate the PROJECT improvements, while continuing to meet their intended purpose as water and sewer utilities in conformance with applicable regulations, as shown on the PROJECT plans, identified by bid items, and referred to herein as "WORK."
3. DISTRICT hereby acknowledges review of PROJECT plans and contract specifications for the WORK and agrees in principal to the construction in the manner proposed.
4. DISTRICT agrees to pay the CITY for the approved WORK, on the basis of identified bid items for the PROJECT, which are incorporated by this reference and noted herein to this Agreement.
5. DISTRICT agrees to make payment to the CITY for the WORK performed on behalf of the DISTRICT.
6. The terms of this Agreement shall supersede any inconsistent terms of any prior agreement or Memorandum of Understanding relating to the WORK.
7. The parties define herein below the terms and conditions under which the WORK is to be financed, constructed, owned, operated, and maintained.

I. CITY Agrees:

1. To perform the WORK in accordance with the PROJECT plans in order to achieve its intended purpose.
2. All WORK performed by CITY or on its behalf by a licensed contractor, shall be monitored for compliance with the PROJECT plans and contract specifications by CITY personnel or CITY's designated representative.
3. To permit DISTRICT personnel to monitor, participate, and perform any additional quality assurance measures as deemed necessary for compliance of the WORK with DISTRICT standards and practices.
4. Upon completion of the WORK and all work incidental thereto, to furnish the DISTRICT with a detailed statement of construction costs, including specific location of each unit being charged, the basis of which is identified bid items for the PROJECT subject to reimbursement from the DISTRICT

5. To the extent that the guarantees or bonds required by the CITY's contracts for the PROJECT pertain to the WORK, the CITY agrees to enforce its rights thereunder in order to protect the DISTRICT'S interests in the sanitary sewer and potable water utility facilities.
6. After completion of the WORK, the CITY agrees to enforce any contractor or product manufacturer warranties or guarantees for the portion of the WORK that the CITY is performing for the DISTRICT for the benefit of the DISTRICT.
7. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that CITY shall fully defend, indemnify, and save harmless DISTRICT and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability incurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

II. DISTRICT Agrees:

1. To reimburse the CITY for the WORK performed, as shown on the PROJECT plans as well as any additional relocation or modifications to the DISTRICT'S sanitary sewer and potable water utility systems that is found necessary during construction that is first approved in writing by the DISTRICT.
2. The reimbursement payment to the CITY will be within 30 days of receipt of a detailed statement of construction costs for the WORK; subsequent to final acceptance of the WORK by the DISTRICT and payment for the WORK by the CITY to its contractor.
3. To perform, at no cost to CITY, any additional quality assurance measures as DISTRICT deems necessary, beyond that which is currently scheduled for and identified in the PROJECT plans and contract specifications.
4. To accept ownership of the completed constructed WORK, operate and maintain the constructed facilities as part of the DISTRICT sanitary sewer and potable water utility systems.
5. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that DISTRICT shall fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this AGREEMENT.

III. Mutually Agreed:

1. Upon completion of the WORK to be performed by CITY in accordance with the PROJECT plans and contract specifications, the new sanitary sewer and potable water utilities shall become the property of the DISTRICT. Deviations from the PROJECT plans and contract specifications for the WORK, initiated by either the CITY or DISTRICT, shall be agreed upon by both parties hereto by Amendment.
2. Modifications to the WORK shall be mutually agreed upon by the parties to this Agreement and memorialized in an Amendment to this Agreement.

3. If the PROJECT, which precipitated this Agreement, is canceled or modified so as to eliminate the necessity of the WORK; the CITY will notify DISTRICT in writing and either party may then terminate this Agreement. The DISTRICT shall reimburse the CITY for any portion of the WORK completed prior to termination.
4. The CITY agrees to pay the contractor for work completed on the identified bid items, which are incorporated by this reference as the WORK, subject to reimbursement from the DISTRICT. Any changes in quantities of the bid items shall be agreed to by both the CITY and DISTRICT. The DISTRICT Staff is authorized without Amendment to approve up to 125% of the total WORK of the identified bid items herein which are based on the Unit Cost contract price for lowest responsible bidder for the PROJECT.
5. That the parties will be relieved of their respective duties and obligations hereunder if performance of this Agreement is prevented by the elements, natural disaster or acts of God, or if they are ordered or enjoined from performing hereunder by any court or regulatory agency having jurisdiction. Either party may discontinue performance of its duties and obligations hereunder if the other party breaches any term or condition of this Agreement.
6. That the PROJECT bid items (by No.) representing the WORK are as follows, excluding storm drain, gas or any other miscellaneous boxes:

STPUD Reimbursable Items in TAHOE VALLEY STORMWATER & GREENBELT IMPROVEMENT PROJECT, PHASE 1					
BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	ESTIMATED BID QTY	UNIT BID PRICE	BID ITEM TOTAL
15	Adjust Minor Utility Box/Manhole Covers to FG (e.g. meter box, valve can, pull box, manholes)	EA	50	\$995.00	\$49,750.00
17	Utility Service Lateral Replacement (by contractor) - Ex. 3/4-inch Domestic Water Service Lateral (STPUD)	EA	20	\$4,620.00	\$92,400.00
18	Utility Service Lateral Replacement (by contractor) - Ex. 1-inch Domestic Water Service Lateral (STPUD)	EA	5	\$4,870.00	\$24,350.00
19	Utility Service Lateral Replacement (by contractor) - Ex. 2-inch Domestic Water Service Lateral (STPUD)	EA	5	\$5,300.00	\$26,500.00
CCO#7	Water Main Vertical Offsets – Dedi Ave. 6” Main & Bonanza Ave. 8” Main	LS	1	\$44,960.00	\$44,960.00
CCO#8	Water Main Vertical Offset – Eloise Ave. 8” Main	LS	1	\$23,289.00	\$23,289.00

Contingency for changes in quantity (25%) \$65,312.25
Maximum authorized reimbursement \$326,561.25

IV General Provisions

1. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

2. If to CITY: Anush Nejad
 Director of Public Works
 City of South Lake Tahoe
 1740 D. Street
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney
 City of South Lake Tahoe
 1901 Lisa Maloff Way, Suite 300
 South Lake Tahoe, CA 96150

If to DISTRICT South Tahoe Public Utility District
 Attn: Paul Hughes, General Manager
 1275 Meadow Crest Drive
 South Lake Tahoe, CA 96150

3. No Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

4. Dispute Resolution. The parties to this Agreement agree that their respective staffs shall meet and confer in good faith for the purposes of resolving any dispute under this Agreement. If the meet and confer between staff is unsuccessful to resolve the dispute, the CITY Manager and the DISTRICT General Manager shall then meet and confer in attempt to resolve the dispute. If the dispute is still not resolved, either party may file an action in court.

5. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

6. Amendments. This Agreement may be modified or amended only by a written document executed by both DISTRICT and CITY and approved as to form by the City Attorney.

7. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

8. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between DISTRICT and CITY. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

9. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

10. Authority to Enter Agreement. CITY and DISTRICT have all requisite power and authority to conduct its business and to execute, deliver, and perform the WORK defined in this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
11. No Third party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party to this Agreement and the parties expressly disclaim any such third-party benefit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Tamara Wallace, Mayor
City of South Lake Tahoe

Paul Hughes, General Manager
South Tahoe Public Utility District

APPROVED AS TO FORM:

Heather Stroud, City Attorney

ATTEST:

ATTEST:

Susan Blankenship, City Clerk

Melonie Guttry, Clerk of the Board

**Reimbursement Agreement
Between
City of South Lake Tahoe &
South Tahoe Public Utility District**

This AGREEMENT, entered into effect on _____, is between the City of South Lake Tahoe, a municipality of the State of California, referred to herein as "CITY," and the South Tahoe Public Utility District, referred to herein as "DISTRICT."

Recitals

1. CITY secured funding, prepared contract documents, advertised, awarded, and intends to administer a construction contract for the approved work, to be completed by the lowest responsible bidder, for installation of improvements for the TAHOE VALLEY STORMWATER & GREENBELT IMPROVEMENT PROJECT, PHASE 2 PWC #301-40030-02, referred to herein as "PROJECT." The project limits consists of the following area(s): Barton Neighborhood.
2. DISTRICT owns and maintains sanitary sewer and potable water utility facilities with surface completions (valve boxes and sewer manholes), sanitary sewer service lines, and potable water service lines within the limits of the PROJECT which require relocation and modifications to accommodate the PROJECT improvements, while continuing to meet their intended purpose as water and sewer utilities in conformance with applicable regulations, as shown on the PROJECT plans, identified by bid items, and referred to herein as "WORK."
3. DISTRICT hereby acknowledges review of PROJECT plans and contract specifications for the WORK and agrees in principal to the construction in the manner proposed.
4. DISTRICT agrees to pay the CITY for the approved WORK, on the basis of identified bid items for the PROJECT, which are incorporated by this reference and noted herein to this Agreement.
5. DISTRICT agrees to make payment to the CITY for the WORK performed on behalf of the DISTRICT.
6. The terms of this Agreement shall supersede any inconsistent terms of any prior agreement or Memorandum of Understanding relating to the WORK.
7. The parties define herein below the terms and conditions under which the WORK is to be financed, constructed, owned, operated, and maintained.

I. CITY Agrees:

1. To perform the WORK in accordance with the PROJECT plans in order to achieve its intended purpose.
2. All WORK performed by CITY or on its behalf by a licensed contractor, shall be monitored for compliance with the PROJECT plans and contract specifications by CITY personnel or CITY's designated representative.
3. To permit DISTRICT personnel to monitor, participate, and perform any additional quality assurance measures as deemed necessary for compliance of the WORK with DISTRICT standards and practices.
4. Upon completion of the WORK and all work incidental thereto, to furnish the DISTRICT with a detailed statement of construction costs, including specific location of each unit being charged, the basis of which is identified bid items for the PROJECT subject to reimbursement from the DISTRICT

5. To the extent that the guarantees or bonds required by the CITY's contracts for the PROJECT pertain to the WORK, the CITY agrees to enforce its rights thereunder in order to protect the DISTRICT'S interests in the sanitary sewer and potable water utility facilities.
6. After completion of the WORK, the CITY agrees to enforce any contractor or product manufacturer warranties or guarantees for the portion of the WORK that the CITY is performing for the DISTRICT for the benefit of the DISTRICT.
7. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that CITY shall fully defend, indemnify, and save harmless DISTRICT and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability incurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

II. DISTRICT Agrees:

1. To reimburse the CITY for the WORK performed, as shown on the PROJECT plans as well as any additional relocation or modifications to the DISTRICT'S sanitary sewer and potable water utility systems that is found necessary during construction that is first approved in writing by the DISTRICT.
2. The reimbursement payment to the CITY will be within 30 days of receipt of a detailed statement of construction costs for the WORK; subsequent to final acceptance of the WORK by the DISTRICT and payment for the WORK by the CITY to its contractor.
3. To perform, at no cost to CITY, any additional quality assurance measures as DISTRICT deems necessary, beyond that which is currently scheduled for and identified in the PROJECT plans and contract specifications.
4. To accept ownership of the completed constructed WORK, operate and maintain the constructed facilities as part of the DISTRICT sanitary sewer and potable water utility systems.
5. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that DISTRICT shall fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this AGREEMENT.

III. Mutually Agreed:

1. Upon completion of the WORK to be performed by CITY in accordance with the PROJECT plans and contract specifications, the new sanitary sewer and potable water utilities shall become the property of the DISTRICT. Deviations from the PROJECT plans and contract specifications for the WORK, initiated by either the CITY or DISTRICT, shall be agreed upon by both parties hereto by Amendment.
2. Modifications to the WORK shall be mutually agreed upon by the parties to this Agreement and memorialized in an Amendment to this Agreement.
3. If the PROJECT, which precipitated this Agreement, is canceled or modified so as to eliminate the necessity of the WORK; the CITY will notify DISTRICT in writing and either party may then terminate

this Agreement. The DISTRICT shall reimburse the CITY for any portion of the WORK completed prior to termination.

4. The CITY agrees to pay the contractor for work completed on the identified bid items, which are incorporated by this reference as the WORK, subject to reimbursement from the DISTRICT. Any changes in quantities of the bid items shall be agreed to by both the CITY and DISTRICT. The DISTRICT Staff is authorized without Amendment to approve up to 125% of the total WORK of the identified bid items herein which are based on the Unit Cost contract price for lowest responsible bidder for the PROJECT.
5. That the parties will be relieved of their respective duties and obligations hereunder if performance of this Agreement is prevented by the elements, natural disaster or acts of God, or if they are ordered or enjoined from performing hereunder by any court or regulatory agency having jurisdiction. Either party may discontinue performance of its duties and obligations hereunder if the other party breaches any term or condition of this Agreement.
6. That the PROJECT bid items (by No.) representing the WORK are as follows, excluding storm drain, gas or any other miscellaneous boxes:

STPUD Reimbursable Items in TAHOE VALLEY STORMWATER & GREENBELT IMPROVEMENT PROJECT, PHASE 2					
BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	ESTIMATED BID QTY	UNIT BID PRICE	BID ITEM TOTAL
26	Adjust Minor Utility Vault to FG (e.g. junction vault top, frame and cover) – [As Directed or Authorized]	EA	8	\$1,135	\$9,080
27	Adjust Major Utility Vault to FG (e.g. junction vault top, frame and cover) – [As Directed or Authorized]	EA	1	\$2,660	\$2,660
29	Utility Service Lateral Replacement (by contractor) – Ex. Domestic Water Service Lateral (STPUD) – [As Directed or Authorized]	EA	2	\$3,515	\$7,030
31	Water Main Extension/Vertical Offset (by contractor) – 12" C900 Water Main, Fittings, and Valves – [STPUD – As Directed]	EA	1	\$49,300	\$49,300
32	Water Main Replacement/Inter-Tie (by contractor) – Reconnect Ex. 6" and 4" Water Mains, Fittings, and Valves [STPUD – As Directed]	EA	1	\$22,220	\$22,220

Contingency for changes in quantity (25%) \$22,572.50
Maximum authorized reimbursement \$112,862.50

IV General Provisions

1. Notices. Any notice required to be given under this Agreement shall be in writing and either served

personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

2. If to CITY: Anush Nejad
Director of Public Works
City of South Lake Tahoe
1740 D. Street
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to DISTRICT South Tahoe Public Utility District
Attn: Paul Hughes, General Manager
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

3. No Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
4. Dispute Resolution. The parties to this Agreement agree that their respective staffs shall meet and confer in good faith for the purposes of resolving any dispute under this Agreement. If the meet and confer between staff is unsuccessful to resolve the dispute, the CITY Manager and the DISTRICT General Manager shall then meet and confer in attempt to resolve the dispute. If the dispute is still not resolved, either party may file an action in court.
5. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
6. Amendments. This Agreement may be modified or amended only by a written document executed by both DISTRICT and CITY and approved as to form by the City Attorney.
7. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
8. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between DISTRICT and CITY. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
9. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
10. Authority to Enter Agreement. CITY and DISTRICT have all requisite power and authority to conduct its business and to execute, deliver, and perform the WORK defined in this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

11. No Third party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party to this Agreement and the parties expressly disclaim any such third-party benefit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Tamara Wallace, Mayor
City of South Lake Tahoe

Paul Hughes, General Manager
South Tahoe Public Utility District

APPROVED AS TO FORM:

Heather Stroud, City Attorney

ATTEST:

ATTEST:

Susan Blankenship, City Clerk

Melonie Guttry, Clerk of the Board

**Reimbursement Agreement
Between
City of South Lake Tahoe &
South Tahoe Public Utility District**

This AGREEMENT, entered into effect on _____, is between the City of South Lake Tahoe, a municipality of the State of California, referred to herein as "CITY," and the South Tahoe Public Utility District, referred to herein as "DISTRICT."

Recitals

1. CITY secured funding, prepared contract documents, advertised, awarded, and intends to administer a construction contract for the approved work, to be completed by the lowest responsible bidder, for installation of improvements for the UPPER BIJOU PARK CREEK WATERSHED RESTORATION PROJECT – ROCKWOOD TO BLACKWOOD DRAINAGE IMPROVEMENTS PWC #301-40051-01, referred to herein as "PROJECT." The project limits consists of the following area(s): Upper Bijou Neighborhood, Heavenly Valley Estates Mobile Home Park, Ski Run Neighborhood.
2. DISTRICT owns and maintains sanitary sewer and potable water utility facilities with surface completions (valve boxes and sewer manholes), sanitary sewer service lines, and potable water service lines within the limits of the PROJECT which require relocation and modifications to accommodate the PROJECT improvements, while continuing to meet their intended purpose as water and sewer utilities in conformance with applicable regulations, as shown on the PROJECT plans, identified by bid items, and referred to herein as "WORK."
3. DISTRICT hereby acknowledges review of PROJECT plans and contract specifications for the WORK and agrees in principal to the construction in the manner proposed.
4. DISTRICT agrees to pay the CITY for the approved WORK, on the basis of identified bid items for the PROJECT, which are incorporated by this reference and noted herein to this Agreement.
5. DISTRICT agrees to make payment to the CITY for the WORK performed on behalf of the DISTRICT.
6. The terms of this Agreement shall supersede any inconsistent terms of any prior agreement or Memorandum of Understanding relating to the WORK.
7. The parties define herein below the terms and conditions under which the WORK is to be financed, constructed, owned, operated, and maintained.

I. CITY Agrees:

1. To perform the WORK in accordance with the PROJECT plans in order to achieve its intended purpose.
2. All WORK performed by CITY or on its behalf by a licensed contractor, shall be monitored for compliance with the PROJECT plans and contract specifications by CITY personnel or CITY's designated representative.
3. To permit DISTRICT personnel to monitor, participate, and perform any additional quality assurance measures as deemed necessary for compliance of the WORK with DISTRICT standards and practices.
4. Upon completion of the WORK and all work incidental thereto, to furnish the DISTRICT with a detailed statement of construction costs, including specific location of each unit being charged, the basis of which is identified bid items for the PROJECT subject to reimbursement from the DISTRICT

5. To the extent that the guarantees or bonds required by the CITY's contracts for the PROJECT pertain to the WORK, the CITY agrees to enforce its rights thereunder in order to protect the DISTRICT'S interests in the sanitary sewer and potable water utility facilities.
6. After completion of the WORK, the CITY agrees to enforce any contractor or product manufacturer warranties or guarantees for the portion of the WORK that the CITY is performing for the DISTRICT for the benefit of the DISTRICT.
7. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that CITY shall fully defend, indemnify, and save harmless DISTRICT and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability incurring by reason of anything done or omitted to be done by CITY under this AGREEMENT.

II. DISTRICT Agrees:

1. To reimburse the CITY for the WORK performed, as shown on the PROJECT plans as well as any additional relocation or modifications to the DISTRICT'S sanitary sewer and potable water utility systems that is found necessary during construction that is first approved in writing by the DISTRICT.
2. The reimbursement payment to the CITY will be within 30 days of receipt of a detailed statement of construction costs for the WORK; subsequent to final acceptance of the WORK by the DISTRICT and payment for the WORK by the CITY to its contractor.
3. To perform, at no cost to CITY, any additional quality assurance measures as DISTRICT deems necessary, beyond that which is currently scheduled for and identified in the PROJECT plans and contract specifications.
4. To accept ownership of the completed constructed WORK, operate and maintain the constructed facilities as part of the DISTRICT sanitary sewer and potable water utility systems.
5. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT. It is understood and agreed that DISTRICT shall fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this AGREEMENT.

III. Mutually Agreed:

1. Upon completion of the WORK to be performed by CITY in accordance with the PROJECT plans and contract specifications, the new sanitary sewer and potable water utilities shall become the property of the DISTRICT. Deviations from the PROJECT plans and contract specifications for the WORK, initiated by either the CITY or DISTRICT, shall be agreed upon by both parties hereto by Amendment.
2. Modifications to the WORK shall be mutually agreed upon by the parties to this Agreement and memorialized in an Amendment to this Agreement.
3. If the PROJECT, which precipitated this Agreement, is canceled or modified so as to eliminate the necessity of the WORK; the CITY will notify DISTRICT in writing and either party may then terminate

this Agreement. The DISTRICT shall reimburse the CITY for any portion of the WORK completed prior to termination.

4. The CITY agrees to pay the contractor for work completed on the identified bid items, which are incorporated by this reference as the WORK, subject to reimbursement from the DISTRICT. Any changes in quantities of the bid items shall be agreed to by both the CITY and DISTRICT. The DISTRICT Staff is authorized without Amendment to approve up to 125% of the total WORK of the identified bid items herein which are based on the Unit Cost contract price for lowest responsible bidder for the PROJECT.
5. That the parties will be relieved of their respective duties and obligations hereunder if performance of this Agreement is prevented by the elements, natural disaster or acts of God, or if they are ordered or enjoined from performing hereunder by any court or regulatory agency having jurisdiction. Either party may discontinue performance of its duties and obligations hereunder if the other party breaches any term or condition of this Agreement.
6. That the PROJECT bid items (by No.) representing the WORK are as follows, excluding storm drain, gas or any other miscellaneous boxes:

STPUD Reimbursable Items in UPPER BIJOU PARK CREEK WATERSHED RESTORATION PROJECT – ROCKWOOD TO BLACKWOOD DRAINAGE IMPROVEMENTS					
BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	ESTIMATED BID QTY	UNIT BID PRICE	BID ITEM TOTAL
18	Utility Service Relocation (By Contractor) – Ex. Water Service Lateral in City ROW	EA	2	\$5,263	\$10,526
20	Utility Service Relocation (By Contractor) – Ex. 6” Water Main in City ROW	EA	1	\$32,921	\$32,921
46	Decommission Sewer (Includes Flush Inlet) (By Contractor)	LS	1	\$4,336	\$4,336

Contingency for changes in quantity (25%)	\$11,945.75
Maximum authorized reimbursement	\$59,728.75

IV General Provisions

1. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.
2. If to CITY:

Anush Nejad
Director of Public Works
City of South Lake Tahoe
1740 D. Street
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to DISTRICT South Tahoe Public Utility District
Attn: Paul Hughes, General Manager
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

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5. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
6. Amendments. This Agreement may be modified or amended only by a written document executed by both DISTRICT and CITY and approved as to form by the City Attorney.
7. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
8. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between DISTRICT and CITY. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
9. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Tamara Wallace, Mayor
City of South Lake Tahoe

Paul Hughes, General Manager
South Tahoe Public Utility District

APPROVED AS TO FORM:

Heather Stroud, City Attorney

ATTEST:

ATTEST:

Susan Blankenship, City Clerk

Melonie Guttry, Clerk of the Board