



**NORTH TAHOE PUBLIC UTILITY DISTRICT
Board of Directors Regular Meeting Agenda
North Tahoe Event Center
8318 North Lake Boulevard, Kings Beach, CA**

**Attendance by Teleconference:
46-3907 Kapuna Rd., Honokaa, HI 96727**

Tuesday, October 10, 2023, at 2:00 P.M.

Welcome to a meeting of the North Tahoe Public Utility District Board of Directors

The District welcomes you to its meetings. Your opinions and suggestions are encouraged. With a few exceptions, all meetings are recorded and available online after the meeting has concluded. The meeting is accessible to people with disabilities. In compliance with Section 202 of the Americans with Disabilities Act of 1990 and in compliance with the Ralph M. Brown Act, anyone requiring reasonable accommodation to participate in the meeting should contact the North Tahoe Public Utility District office at (530) 546-4212, at least two days prior to the meeting.

In addition, all written public comments received by 1:00 p.m. on October 10, 2023 will be distributed to the District Board Members for their consideration and all written comments will be included in the minutes. Pictures, graphics, or other non-written comments may be included in the minutes at the discretion of the Board of Directors. Written comments may be emailed to mmoga@ntpud.org, mailed or dropped-off at NTPUD's Administrative Offices located at 875 National Ave., Tahoe Vista, CA. 96148.

The Board of Directors may take action upon any item listed on the agenda at any time during the meeting. Scheduled items will be heard at or after the time noted, but the Directors may interrupt or defer discussion in order to deal with other matters. No action will be taken at the meeting on any business not appearing on the posted agenda except as permitted by Government Code Section 54954.2.

TIMED ITEMS ON THIS AGENDA

Timed items on this agenda will be heard no earlier than the time listed below:

2:00 P.M. Public Comment and Questions

- A. CALL TO ORDER/OPEN SESSION/PLEDGE OF ALLEGIANCE**
- B. REVIEW AGENDA** - *Agenda Items may be taken off the agenda or taken out of order.*
- C. PUBLIC COMMENT AND QUESTIONS (2:00 P.M.):** *Any person wishing to address the Board of Directors on items on the agenda or matters of interest to the District not listed elsewhere on the agenda may do so at this time. Please limit comments and questions to three (3) minutes since no action can be taken on items presented under Public Comment.*
- D. REPORTS TO THE BOARD OF DIRECTORS:** *Reports are informational only, and no action will be taken.*
 - 1. [Tahoe-Truckee Sanitation Agency \(T-TSA\) Report \(Pages 3-4\)](#)
- E. CONSENT CALENDAR:** *Consent Calendar items are routine items which are approved without discussion or comment. If an item requires discussion, it may be removed from the Consent Calendar prior to action.*
 - 1. [Approve Accounts Paid and Payable for the Period from September 12, 2023 – October 9, 2023 \(Page 5\)](#)

2. Approve Regular and Special Meeting Minutes of September 12, 2023 (*Pages 6-11*)
3. Authorize the General Manager to File a Notice of Completion for the 2023 Pavement Maintenance Project (*Pages 12-13*)
4. Authorize the General Manager to Execute a Professional Services Agreement Amendment with HDR Engineering, Inc to Complete the 2023 Cost-of-Service Study (*Pages 14-27*)
5. Authorize the General Manager to Execute a Subaward Grant Agreement with the South Tahoe Public Utility District for Fireflow Capacity Improvements and Fire Hydrant Installation (*Pages 28-71*)

F. GENERAL BUSINESS

1. Authorize the General Manager to Execute a Contract Amendment with Headwall Corporation for the Tahoe Treetop Adventure Park (*Pages 72-138*)
2. Authorize the General Manager to Execute a Trail Improvements Interagency Agreement with Placer County for the North Tahoe Share-Use Trail – Segment 1 Project in the North Tahoe Regional Park (*Pages 139-184*)

G. MANAGEMENT TEAM INFORMATIONAL UPDATES: *Reports are informational only, and no action will be taken.*

1. General Manager/CEO Report (*Pages 185-187*)
2. Public Information Officer Report (*Pages 188-202*)
3. Accounting Department Report for the month ending August 31, 2023 (*Pages 203-238*)
 - a. Monthly Financial Report
 - b. Treasurer's Report
4. Recreation, Parks, and Facilities Department Report (*Pages 239-243*)
5. Planning and Engineering Department Report (*Pages 244-254*)
6. Utility Operations Department Report (*Pages 255-258*)
7. Legal Report (*Pages 259-261*)
8. Board Committee Reports

H. BOARD COMMENTS

I. LONG RANGE CALENDAR (*Pages 262-264*)

J. PUBLIC COMMENT AND QUESTIONS: *See protocol established under Agenda Item C, Public Comment and Questions.*

K. CLOSED SESSION

1. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – *Pursuant to Section 54957. Title: Chief Financial Officer*

L. ADJOURNMENT



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023

ITEM: G-1

FROM: Tahoe-Truckee Sanitation Agency (T-TSA) Representative

SUBJECT: T-TSA Regular Board of Directors Meeting Summary for September 20, 2023

1) The September 20, 2023 Board meeting was held in person:

- T-TSA Board Meeting Videos available at: <https://vimeo.com/user183648821>

2) Public Comment (provided during Public Comment or Agenda items).

- 1) Angelina Henson 2) Mike Smith 3) Jeff Navarrete

3) No Sanitary Sewer Overflows.

4) Status Report:

a) Operations Report:

- All plant waste discharge requirements were met and the plant performed well through the month.
- For the Monitoring and Reporting Program (MRP), one of the two weekly influent Total Nitrogen (TN) tests was sampled one day late due to lab error.
- Continue to monitor and evaluate Sodium Hypochlorite pilot project for effluent disinfection.
- Cleaned and inspected filter backwash tank.

b) Laboratory Report:

- Staff performed necessary laboratory testing.
- Lab staff in the process of implementing quality systems improvements.
- Proposed corrective actions were accepted regarding the May laboratory assessment, with an expected completion date of September 27th.
- Updated Board on request of wastewater testing for COVID virus.

c) Capital Projects Report:

- Projects Under Construction: 2021 Chlorine Scrubber Improvements, 2023 Roof Repair Project; Projects in Bid Phase: 2023 Digital Scanning of the Sewer Lines Project; 2024 Sodium Hypochlorite Foundation Project; Projects in

Development: Boiler Replacement Project, 2022 Filter Influent Condition Assessment Project, 2022 Sodium Hypochlorite Disinfection Full Scale Project, 2022 TRI Alpine Meadows to Olympic Valley Rehabilitation Project, and 2024 Front Parking & Landscaping Improvements Project.

d) Other Items Report: The Board Approved:

- Approval of the minutes of the Regular Board meeting on August 16, 2023.
- Ratification of payment of General Fund warrants and approval of Financial Statements.
- Approval of Compensation & Limited Classification Study contract to Koff & Associates.
- Approval of Step Increase to General Manager Salary.
- Approval of Updated and New Classification Descriptions.
- Approval of the Updated Salary Schedule.
- Approval of the Updated Agency Organizational Chart.
- Approval of Ordinance No. 3-2023 Repealing Ordinance No. 3-2015.
- Approval of Purchasing Policy Resolution No. 14-2023.
- Approval of Ordinance No. 4-2023 Prohibiting After Hours Use of Agency Property.
- Approval of Resolution No. 15-2023 (Govt. Code §54221) That Real Property Owned by the Agency is Exempt Surplus Land and Finding that Such Declaration and Authorization is Exempt from Environmental Review Under the CEQA.
- Approval to Receive and File Recommended Changes to Annual Financial Audit for Fiscal Year 2021-2022.
- Approval of 2023 Roof Repair Project Change Order No. 1 with CentiMark Corporation.
- Approval to Procure three (3) Chemical Storage Tanks from Misco Water.
- Approval of the Annual Employee Appreciation Luncheon.
- Additionally:
 - Discussion of Administration Parking & Landscaping Improvements project.
 - Discussion of Agency's "No Trespassing" and "No Parking" Signage project.
 - Discussion of Board Calendar through February 2024.

LINKS:

[August 16, 2023 Meeting Minutes](#)

[September 14, 2023 Agenda & Packet](#)

REVIEW TRACKING:

Submitted By:



Scott Wilson

T-TSA Representative

Approved By:



Bradley A. Johnson, P.E.

General Manager/CEO



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

DATE: October 10, 2023

ITEM: E-1

FROM: Accounting Department

SUBJECT: Approve Accounts Paid and Payable for the Period from September 12th, 2023 – October 9th, 2023

RECOMMENDATION:

Approve accounts paid and payable from September 12th, 2023, through October 9th, 2023.

DISCUSSION:

Pursuant to California Public Utilities Code 16116, "The Accountant ... shall draw all warrants to pay demands made against the District when the demands have been first approved by a majority of the Board present at the meeting at which the demands are acted upon." The Chief Financial Officer presents the Finance Committee with both Accounts Paid (warrants or checks written) and Accounts Payable (warrants or checks to be written or demands) for its review.

FISCAL ANALYSIS:


Sufficient funds are included in the 2023-2024 Fiscal Year budget. District Staff and the Finance Committee have reviewed and recommended these accounts paid and payable as appropriate District expenditures.

ATTACHMENTS: N/A

MOTION: Approve Staff Recommendation.

REVIEW TRACKING:

Submitted By: 
Vanetta N. Van Cleave
Chief Financial Officer

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

DATE: October 10, 2023

ITEM: E-2

FROM: Office of the General Manager

SUBJECT: Approve Regular and Special Meeting Minutes of September 12, 2023

RECOMMENDATION:

Approve Regular and Special Meeting minutes of September 12, 2023.

DISCUSSION:

At the regular Board meeting and any special Board meetings, draft minutes from meeting(s) held during the previous month are presented to the Board of Directors for review and approval. Meeting minutes represent the official record of the District's actions. Minutes are considered to be a vital and historical record of the District.

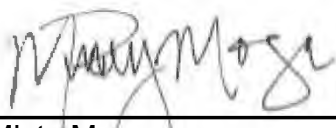
FISCAL ANALYSIS: No Fiscal Impact

ATTACHMENTS: Draft Minutes from September 12, 2023


MOTION: Approve Staff Recommendation

REVIEW TRACKING:

Submitted By: _____


Misty Moga
Administrative Liaison

Approved By: _____


Bradley A. Johnson, P.E.
General Manager/CEO



DRAFT MINUTES

NORTH TAHOE PUBLIC UTILITY DISTRICT
Regular Meetings are held at the North Tahoe Event Center

Tuesday, September 12, 2023, at 2:00 p.m.

CALL TO ORDER/ESTABLISH QUORUM

The regular meeting of the North Tahoe Public Utility District Board of Directors was held on Tuesday, September 12, 2023, at 2:00 p.m. at the North Tahoe Event Center. The Directors in attendance were Directors Thompson, Hughes, Mourelatos, Daniels, and President. District Staff in attendance included General Manager Johnson, Chief Financial Officer Van Cleave, Utility Operations Manager Fischer, Engineering and Operations Manager Pomroy, Public Information Officer Broglio, Recreation, Parks, and Facilities Manager Oberacker, Human Resources Manager Harris, and Administrative Liaison/Board Secretary Moga. District Legal Counsel Nelson was also present. The Pledge of Allegiance was recited.

The board re-ordered the agenda to hear the Recreation & Parks Commission and TTSA report before the closed session item.

PUBLIC COMMENT AND QUESTIONS (2:00 p.m.): No requests for public comment were made.

EMPLOYEE ANNIVERSARY AWARDS:

- The Board and Staff recognized and commended Ryan Wenz for 5 Years of Service as Customer Service Team Leader
- The Board and Staff recognized and commended Brad Johnson for his 5 Years of Service as the District General Manager.

The Board went into Closed Session at 2:46 p.m. President Coolidge noted that there would be no reportable action taken during the Closed Session.

CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS – *Property: North Tahoe Regional Park (APN 112-010-015). Agency Designated Representative: Brad Johnson, General Manager/CEO. Negotiating parties: Headwall Corporation. Under Negotiation: Rent and Terms of Rent.*

OPEN SESSION - The Board resumed Open Session at 3:08 p.m.

MANAGEMENT TEAM INFORMATIONAL UPDATES: *Reports are informational only, and no action was taken.*

- **Tahoe-Truckee Sanitation Agency (T-TSA) Report** – Scott Wilson, TTSA Representative, provided highlights from his report. Mr. Wilson addressed questions about Carollo consultants and the surplus land-use study.

- **Recreation & Parks Commission Report** – Commissioner O'Brien provided highlights from his report.
- **General Manager/CEO Report** – GM Johnson provided highlights from his report, including an update on the grant for fire suppression infrastructure. In response to Director Hughes' inquiry, General Manager Johnson and Legal Counsel Nelson briefly discussed SB 470 status and availability of funding for private water system acquisition.
- **Public Information Officer Report** – PIO Broglio provided highlights from his report, including NTCA grant proposals.
- **Accounting Department Report for the month ending July 31, 2023** – CFO Van Cleave provided highlights from her report and the Treasurer's report. CFO Van Cleave reviewed key performance reporting ratios. The board and staff discussed ratios and recommended goals based on industry standards. They requested to review them every quarter.
- **Recreation, Park, and Facilities Department Report** – RPF Oberacker provided highlights from her report. The Board and Staff briefly discussed the fall/winter activity guide and the tennis court drop-in and reservation process.
- **Planning and Engineering Department Report** – EOM Pomroy provided highlights from his report. The Board and Staff discussed the slurry seal project. EOM Pomroy addressed questions about the UPCCA project list and planning.
- **Utility Operations Department Report** – UOM Fischer provided highlights from his report. Director Thompson noted there were several residential water leaks that the PUD identified during meter readings and alerted the homeowners. He advised the public to read your water bill and look for increased consumption.
- **Legal Report** – Legal Counsel Nelson provided highlights from his report, including a timeline for legislative bills. President Coolidge noted that the Assembly Constitutional Amendment 1 could potentially impact the Active Recreation needs assessment consideration for a recreation center by reducing the voter threshold.
- **Board Committee Reports** – Director Thompson reported Personnel Committee reviewed and recommended item H.5 with grammatical updates as requested by President Coolidge. President Coolidge noted the Finance Committee supported items H.1, 4 and 5.

CONSENT CALENDAR: *Consent Calendar items are routine items that are approved without discussion or comment. If an item requires discussion, it may be removed from the Consent Calendar prior to action.*

- Approve Accounts Paid and Payable for the Period from August 8, 2023 – September 11, 2023
- Approve Regular Meeting Minutes of August 8, 2023

- Adopt Resolution 2023-13 to Approve an Amendment to the North Lake Tahoe Public Financing Authority Joint Powers Agreement – Designating Certain Officers of the Authority
- Authorize the General Manager to Execute a One Month Contract Extension with Headwall Corporation for the Tahoe Treetop Adventure Park
- Approve Updates to the Event Center Manager Job Description and the Event Center Coordinator Job Description and Wage Range

MOTION: Director Thompson moved to approve the consent calendar. Director Hughes seconded the motion to approve the consent calendar, which carried unanimously in favor.

GENERAL BUSINESS

Authorize an Increase in the Construction Contingency Executable by the General Manager for the Satellite Sewer Pump Station Replacement Project – GM Johnson introduced the item.

MOTION: Director Thompson moved to Authorize an Increase in the Construction Contingency Executable by the General Manager for the Satellite Sewer Pump Station Replacement Project in the amount of an additional 10%: \$81,000. Director Daniels seconded the motion, which carried unanimously in favor.

Review, Discuss, and Provide Direction on the District's Proposed Commemorative Seating Program – RPF Oberacker introduced the item and provided a PowerPoint slideshow. The Board and Staff discussed the possibility of having two separate programs – fundraising and commemoration with a specific and limited inventory list with locations. They discussed the lifespan and maintenance of commemorative items, such as a bench, plaque, or paver. Director Mourelatos noted that TVRA is a prime location to commemorate a loved one, and the price should reflect that specific location. Director Thompson disagreed with memorializing individuals. RPF Manager Oberacker noted she will bring this back at a future meeting for additional input.

Authorize the General Manager to Execute a Purchase Order for the Procurement of a Multihog MX 130 Multi-purpose Tractor – GM Johnson introduced the item and provided a PowerPoint presentation. He noted this item was previously heard at the August board meeting, but no action was taken. The Board and Staff discussed the advantages and disadvantages of each equipment type. UOM Fischer added that the backhoes are busy in the heavy winters for clearing the meters. He added the bobcat is not user-friendly, has a large learning curve, has poor visibility, and it's uncomfortable. Director Thompson spoke about maximizing the money to purchase extra equipment. GM Johnson spoke about the locations needed for the Multihog. The Board and Staff discussed time-savings and safety. The Board and Staff thanked Director Thompson for his expertise.

MOTION: Director Hughes moved to Authorize the General Manager to Execute a Purchase Order for the Procurement of a Multihog MX 130 Multi-purpose Tractor for \$194,763. Director Mourelatos seconded the motion. The Board members thanked Director Thompson for his expertise and input. The motion carried 4-1; Director Thompson opposed.

Outside Agency Presentation, Schedule of District Business, and Pace of Meetings

Discussion – President Coolidge introduced the item. The Board and Staff held a discussion about being informed and staying in front of items instead of being reactive, such as Placer County’s Secline Water Quality Project. Director Thompson stated we should rely on the GM to provide updates and add them to the agenda if it needs more discussion. The Board discussed being part of the public process when it involves our property and facilities. GM Johnson noted we are populating our long-range calendar with other agency’s meetings with topics of interest to our District.

The Board and Staff discussed agenda items and the length of the meetings. Director Mourelatos suggested that we could make a hard stop at 6 p.m. GM Johnsons noted we could shift our agenda to address the business of the District at the beginning of the agenda with reports at the end. Director Thompson spoke about Board members’ time commitment and obligations.

LONG RANGE CALENDAR – GM Johnson noted the Board is required to complete AB1234 ethics training, which will be hosted by CSDA as a webinar on October 17, or General Counsel Nelson could provide a training.

PUBLIC COMMENT AND QUESTIONS: There were no requests for public comment.

ADJOURNMENT - There being no further business to come before the Board, the meeting was adjourned at 6:37 p.m.



DRAFT MINUTES

NORTH TAHOE PUBLIC UTILITY DISTRICT Special Meeting held at the North Tahoe Event Center

Tuesday, September 12, at 12:00 p.m.

CALL TO ORDER/ESTABLISH QUORUM

The special meeting of the North Tahoe Public Utility District Board of Directors was held on Tuesday, September 12, 2023, at 12:00 p.m. at the North Tahoe Event Center. The Directors in attendance were Directors Daniels, Thompson, Mourelatos, Hughes, and President Coolidge. District Staff in attendance included General Manager Johnson, Chief Financial Officer Van Cleave, Engineering and Operations Manager Pomroy, Recreation, Parks, and Facilities Manager Oberacker, and Administrative Liaison/Board Secretary Moga. District Legal Counsel Nelson was also present. The Pledge of Allegiance was recited. There were no changes to the agenda.

PUBLIC COMMENT AND QUESTIONS (12:00 p.m.): There were no requests for public comment.

Water and Sewer Utilities Cost-of-Service Study Workshop - Presentation by Shawn Koorn of HDR. The Board held a workshop and discussed options for annual adjustments and future capital plans. The board discussed concerns with affordability and a potential rate relief program with the use of property taxes. Mr. Koorn stated he could run a comparison with a 10% and 11% rate adjustment to show the differences and help inform the board.

The next Cost-of-Service Study Workshop will be held on October 10, 2023.

PUBLIC COMMENT AND QUESTIONS: There were no requests for public comment.

ADJOURNMENT - There being no further business to come before the Board, the meeting was adjourned at 2:00 p.m.



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023

ITEM: E-3

FROM: Planning and Engineering Department

SUBJECT: Authorize the General Manager to File a Notice of Completion for the 2023 Pavement Maintenance Project

RECOMMENDATION:

Authorize the General Manager to File a Notice of Completion for the 2023 Pavement Maintenance Project (Project #2450).

DISCUSSION:

At the August 8, 2023, Board meeting, the Board of Directors awarded a contract in the amount of \$83,700 and \$17,300 as construction reserves for a total of \$101,000 to Intermountain Slurry Seal Inc. for the 2023 Pavement Maintenance Project. The project was completed on August 31, 2023.

The 2023 Pavement Maintenance Project treated the upper North Tahoe Regional Park parking lot, the Base parking lots, and the Tahoe Vista Recreation Area access and short-term parking area with Caltrans Type II Slurry Seal and replaced the existing parking lot striping in-kind. The construction reserves were utilized to take advantage of the competitive pricing to treat an additional 15,000 square feet of Base Facility pavement areas. By utilizing the full capital budget, a larger surface of asphalt was treated with Type II Slurry Seal, prolonging the life of a vital District asset. The following table is a summary of the Construction Phase Project finances. The Construction phase expenses for this project came in under budget by \$3,560.

Construction Project Budget:	
Regional Park Stairway Rebuild Project	\$ 105,000
Construction Project Expenses:	
Awarded Contract	\$ 83,700
Contract Change Orders	\$13,740
NTPUD Staff Time (Construction Phase)	\$4,000
Total Construction Expenses	\$101,440
Construction Budget Summary	\$3,560

FISCAL ANALYSIS:

The Fiscal Year 2022/23 project budget totaled \$105,000, and the total project expenses were \$101,440. The project is \$3,560 under budget. The project is complete and will be closed with the final retention release.

STRATEGIC PLAN ALIGNMENT:

Goal 1: Provide safe, efficient, sustainable water and wastewater services with a focus on industry best practices and continuous improvement – Objective B: Optimize preventative maintenance of District utility system assets.; and

Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective: Uphold maintenance and capital investment of existing facilities to ensure their vitality for generations to come.

MOTION: Approve Staff Recommendation.

REVIEW TRACKING:

Submitted By: _____



Joseph J. Pomroy, P.E.
Engineering & Operations Manager

Approved By: _____



Bradley A. Johnson, P.E.
General Manager/CEO

Reviewed By: _____



Vanetta N. Van Cleave
Chief Financial Officer



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023

ITEM: E-4

FROM: Chief Financial Officer

SUBJECT: Authorize the General Manager to Execute a Professional Services Agreement Amendment with HDR Engineering, Inc to Complete the 2023 Cost-of-Service Study

RECOMMENDATION:

Authorize the General Manager to execute a Professional Services Agreement Amendment, in the amount of \$23,915, with HDR Engineering, Inc (HDR) to complete the 2023 Cost-of-Service Study.

DISCUSSION:

At the September 13, 2022 meeting, with the District nearing the end of the current five-year rate period for Water and Wastewater utility rates, the Board approved an agreement with HDR to undertake a new Cost-of-Service Study to assess the District's utility rates relative to its projected costs over the next five-year period. This next step in the District's on-going "rate maintenance" effort is consistent with industry best practices, Board discussion during the previous Cost-of-Service Study, and the priorities established for the Fiscal Year 22/23 Operating Budget. Further, the priorities established by the Board of Directors in the District's five-year Capital Improvement Plan are dependent on the ability of utility rate revenue to fund them.

Staff and the Board of Directors have worked diligently with HDR, over the course of five meetings and many months, to establish the District's cost-of-service, analyze the allocation of General and Administrative costs to the Water and Wastewater Funds, and determine a plan related to the phase-out of the use of property tax to support those costs. This effort has taken additional time, analysis, and presentations from HDR than originally contemplated in their awarded scope of work. As a result, an amendment to HDR's agreement is necessary to allow the completion of the Study and provide support through the rate-setting Public Hearing. Additionally, the proposed amendment will provide design recommendations and technical review to support the staff's development of the public outreach materials in compliance with California Proposition 218 requirements.

FISCAL ANALYSIS:

The original scope of service for the Study included \$58,300 with an additional \$7,595 in expected travel expenses for a total of \$65,895 spent across Fiscal Year (FY) 2022-23

and FY 2023-24. The actual expenditure for FY 2022-23 was \$29,691, rolling forward the remaining work equaling \$36,204 to FY 2023-24 with an associated budget of \$36,000. While the amendment of \$23,915 to the FY 2023-24 scope-of-work is unbudgeted, we are confident there will be budget realignment opportunities within the Water and Wastewater budgets.

STRATEGIC PLAN ALIGNMENT:

Goal 3: Enhance District governance and partnerships – Objective B: Ensure financial sustainability of the District – Tactic 2: Complete and implement new Five-year Rate Structure – Activity a: Engage a consultant to conduct a cost-of-service study; and Activity b: Assemble internal support team with an identified sponsor; and Activity c: Staff recommendation presented to Board for consideration and adoption in compliance with California Proposition 218 requirements.


ATTACHMENTS:

- HDR Approved Scope of Work
- HDR Proposed Amendment to Scope of Work

MOTION: Approve Staff Recommendation.

REVIEW TRACKING:

Submitted By: 
Vanetta N. Van Cleave
Chief Financial Officer

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO

North Tahoe Public Utility District Water and Sewer Rate Study Update

Scope of Services

Task 1—Project Management

This task includes the general project management activities that are required to complete the project on time and within budget. This includes allocating the appropriate labor resources to the project and working with the District's project manager to schedule project meetings and provide regular progress reports.

Deliverables as a Result of Task 1:

- Coordination with the District's project manager.
- Monthly progress report of project status and budget.

Task 2 – Initial Written Data Request

A written data request will be provided to the District prior to the initial project kick-off meeting (Task 3). The written data request will provide a detailed list of the data required to complete the rate and connection fee update. Where data or information may be difficult, cost prohibitive, or impossible to provide, HDR will work with the District to resolve the data issue. The data and information requested will be similar to the data requirements of the prior study. Given the District's and HDR's familiarity with the data, it is anticipated that the data should be readily accessible.

Deliverables as a Result of Task 2:

- Initial written data request.
- Identification of data constraints and outstanding data needs.
- Accumulation and organization of the data provided by the District.

Task 3—Initial Project Kick-Off Meeting

An initial project kick-off meeting will be held at the District's office. It is proposed that this meeting be approximately three hours in length and attended by HDR's project manager and assistant project manager/task lead. The main objective of this meeting is to introduce the project team members, discuss key objectives for the study, and review the approach/scope of services. This meeting will also allow the District to provide input into the development of the technical analyses and rate alternatives. The project schedule will also be finalized at this initial project kick-off meeting. Finally, HDR will review with the District the initial written data request and items that may be difficult to provide.

Deliverables as a Result of Task 3:

- Initial kick-off meeting at the District's office.
- The meeting will be approximately three hours in length and attended by the HDR project manager and assistant project manager/task lead.

Task 4 – Review of the District’s Existing Rate/Financial Policies, Planning Documents, and Capital Improvement Plan

Given the establishment of the rate setting approach during the prior rate study, this task will review the existing rate/financial policies. Further, the recent planning documents and capital plan will be reviewed to gain an understanding of the future funding needs for each utility. This task is not intended to develop new financial policies or evaluate the planning approach, rather it is to gain an understanding of the current District’s plans for use in the development of the water and sewer rate update.

Deliverables as a Result of Task 4:

- Review existing written rate/financial policies of the District.
- Review of the District’s current planning documents.
- Review the proposed capital improvement plan.

Task 5—Revenue Requirement Analysis

The development of the revenue requirement analyses is the first major analytical step of the comprehensive utility rate study process. HDR will develop a water and sewer revenue requirement analysis using generally accepted rate-setting methodologies. This portion of the study entails reviewing the various sources of funds (revenues) and comparing them to the applications of funds (expenses) for each utility, while considering the prudent and proper funding for O&M and capital expenditures. Ultimately this step determines the need for future water and sewer rate revenue adjustments. A more detailed discussion of the various steps involved in developing the revenue requirements for each utility is provided below.

Step 1 – Selection of a Test Period: A “test period” refers to a timeframe of reference for the accumulation of revenues, expenses, and consumption data. For the water and sewer rate update a projected time period of FY 2024/25 – 2028/29 is proposed.

Step 2 – Method of Accumulating Costs: The next decision is to determine the basis or method of accumulating costs. A “cash basis” methodology is proposed for each utility’s revenue requirement analysis. This methodology sums O&M expenses, taxes/transfer payments, debt service, and capital improvements funded from rates. The prior study used the cash basis method and it is assumed that method will be used for this study as well.

Step 3 – Accumulation of Revenues and Expenses: Once the test period and method of accumulating costs has been determined, HDR in conjunction with District management and staff, will develop the test period revenue requirements.

The first step in the revenue requirement analysis is the projection of revenues at present rate levels for each utility. Care will need to be taken on the projection of revenues for each utility. Given recent droughts and the COVID pandemic, as well as recent mandated conservation targets, current consumption levels are likely not reflective of normal water conditions. HDR will review water consumption history and work with the District develop a reasonable projection of water sales and wastewater volumes and resulting revenues.

The revenue requirement is composed of two major types of costs: operational and capital expenses. The operational costs are generally projected from historical or budgeted costs, using escalation or inflationary factors, and adjusted for known changes (e.g., additional personnel,

growth/expansion). As part of this study, HDR will work with the District to review the allocation of intra-district expenses relationship to the water and sewer funds. While the projection of the O&M costs is fairly straightforward, the projection of capital costs is generally the focus of the analysis and requires more thought and planning.

The starting point for projecting capital costs (expenditures) will be the capital improvement plan for each utility. In the financial planning process, consideration must be given to maximizing the capital expenditures, while minimizing rates to the extent possible. This is accomplished in a variety of ways. However, the most important aspect of this discussion is that there are multiple methods of financing capital expenditures, and it is through this process that rates can be minimized. This analysis is developed on a year-by-year basis by listing the annual capital projects, and then determining the various funding sources for each of the projects. The balance of projects not funded by the available sources of funds must be financed from a combination of long-term debt and rates. It is the balancing of the use of long-term debt to the impact on rates, which is critical to the analysis. The goal of the capital funding analysis is the attempt to maximize capital projects while minimizing rate impacts to customers. Through an iterative process, a final plan can be developed for each utility that meets each utility's capital needs, while providing a smooth transition from a financial and rate setting perspective.

In developing the final revenue requirements, a number of financial planning aspects are also taken into account. These include, but are not limited to, debt service coverage ratios, minimum operating and capital reserves, and minimum annual funding for replacement and upgrade of infrastructure.

At the conclusion of the revenue requirements, HDR will develop summary pages for each utility comparing the present revenues to the projected operating and capital expenditures for the FY 2024/25 – 2028/29 projected time period. This will provide the overall cost-basis for the proposed adjustments to the District's revenues (i.e., rates).

Deliverables as a Result of Task 5:

- A "stand-alone" revenue requirement analysis, for each utility, for the projected time period of FY 2024/25 – 2028/29, which considers the necessary and prudent operating and capital needs of each utility.
- Projection of water consumption and wastewater volumes and revenues to reflect current customer demands and projections. Projections will consider the potential long-term changes in customer demands, along with the District's long-term water conservation goals.
- A capital financing plan within the revenue requirement analysis for each utility that attempts to maximize capital expenditures, while minimizing the bill impacts to customers over time.
- Review of the issue of funding intra-district funding needs and allocations to the water and sewer utilities.
- Recommendations regarding key financial indicators (debt service coverage, capital replacement, annual target for reserve fund balance, etc.) for each utility.
- A half-day project meeting to review the draft revenue requirement analysis for each utility. The meeting will be attended by HDR's project manager and assistant project manager/task lead or rate analyst.

Task 6—Cost of Service Analysis

In simplified terms, a cost of service analysis attempts to proportionally distribute the revenue requirement of each utility between the identified customer classes of each utility. The basis for establishing water and sewer rates that are cost-based and proportional has traditionally been cost of service principles and methodologies. The State of California has certain well-established legal constraints regarding utility ratemaking, of which Proposition 218 (California Constitution Article XIII D) is at the forefront. In short, Proposition 218 requires the utility to establish cost-based rates for the services provided. This task is designed to specifically address this legal requirement to develop the cost-basis for both the fixed and consumption/variable charges for the rate structures of both utilities.

A brief discussion of the major steps associated with the proposed cost of service analyses for the water and sewer utility is provided below. The general approach for both utilities is similar, except where noted otherwise.

Step 1 – Selection of Test Period: A cost of service analysis typically reviews a one-year period, or the period over which rates will ultimately be set. For cost of service purposes, allocating the FY 2024/25 revenue requirements would appear to be appropriate.

Step 2 – Selection of the Method to Accumulate Costs: The cash basis revenue requirement for each utility will be used for the cost of service analysis. This is the approach used to develop the prior rate studies completed for the District.

Step 3 – Functionalization and Allocation of Expenses: Functionalization refers to the arrangement of cost data into its basic cost categories. For a water utility, this typically takes the form of source of supply, treatment, transmission, and distribution, etc. For a sewer utility, this generally includes treatment, collection, and pumping. The functionalization of costs is typically accomplished within the system of accounts used by the utility. Given functionalized costs, the costs are then allocated to their various cost components based upon the reason why the cost was incurred. For example, allocation determines whether a water cost was incurred to meet a commodity (average), capacity (peak), customer, or fire protection-related need. For a sewer utility, it is generally allocated as volume, strength, and customer-related needs. Allocation of costs for each utility will be based upon generally accepted cost of service techniques (i.e., AWWA, WEF) and the specific system characteristics of each of the District's utilities and customers.

Step 4 – Determination of Classes of Service: The cost of service will distribute the allocated costs to classes of service (e.g., single family residence, multi-residential properties, and non-residential properties). As a part of this study, HDR will review and confirm with the District the customer classes of service used for each utility.

Step 5 – Review of Customer Consumptive Use and Tier Sizes: An important objective of the cost of service is to provide the basis for tiered rates by reviewing consumptive use records and determining the appropriateness of tiers. This step will review the consumptive data of the District and confirm or adjust the tier sizes based on District customer characteristics. As noted previously, the cost of service will distribute cost to classes of service and the pricing tiers used within a rate design.

Step 6 – Distribution of Expenses: The next step is to distribute the allocated cost to each class of service using distribution factors. HDR will develop distribution factors that are proportional to each customer class of service, and which rely upon District-specific data. In particular, the development of water commodity and capacity distribution factors, by pricing tier, will require a significant level of care and effort. Based upon the prior step, HDR will have reviewed the individual customer billing data to sort and analyze consumptive use by pricing tier.

Step 7 – Summary of the Cost of Service: From the above process, a summary page of the cost of service study, for each utility, will be developed. The summary page compares the difference between the current level of rate revenues received from each class of service, and the allocated cost of service for each class. This provides an understanding of the relationship between the costs each customer class of service places on the system and the revenues received from the customers. From this summary, a determination can be made as to the rate adjustments, by class of service, which are reflective of cost responsibility.

Step 8 – Development of Average Unit Costs: The cost of service provides the allocation of costs to each class of service, but it also provides average unit costs, or cost-based rates. These cost-based rates are used as the starting point for the development of the final proposed water and sewer rates. Average unit costs also provide the District with an understanding of the cost/rate relationship between fixed and variable costs, as well as provide the cost basis for the fixed and consumption/volumetric pricing for the water and wastewater rates.

Deliverables as a Result of Task 6:

- Review each utility's customer classes of service and determine revisions for cost of service and rate design alternative purposes.
- Review the consumption characteristics of the District's customers to confirm the use of pricing tiers and the size of the tiers.
- A proportional distribution of the revenue requirement to the identified customer classes of service of each utility.
- A summary of the average unit costs (cost-based rates) for each utility.
- A half-day project meeting at the District's offices to review the approach, summary, and recommendations of the cost of service analysis for each utility.

Task 7—Rate Design Analysis

The starting point for the rate design process is understanding the District's rate design goals and objectives. One key rate design objective is to have cost-based, sustainable, and proportional rates. The development of the revenue requirement analysis and cost of service analysis for each utility was designed to specifically address the issues of adequate funding, provided from cost-based and proportional rates. This task will focus on developing a simple and acceptable rate structure using the findings, conclusions, and recommendations for the revenue requirement and cost of service analysis for each utility.

As a part of this task, HDR will work with the District to review the current rate designs and develop alternative rate structures for the District's Board to review and consider for each utility. HDR will develop rates for a five-year period, assuming annual adjustments. For each rate design developed, HDR will discuss the advantages and disadvantages of the particular structure. In addition, bill impacts (i.e., bill comparisons) will be developed for each rate alternative, which

clearly illustrate and highlight the impacts to customers across various levels of usage. These will be presented in both table and graphical format. Finally, comparable utility bill comparisons will be provided to help show how the District's cost of providing service compares to other agencies in the area.

Deliverables as a Result of Task 7:

- Review of the District's rate design goals and objectives.
- Review of the District's current water and sewer rates and develop up to two rate design alternative for each utility and customer class of service.
- Bill comparisons and graphs for the rate design alternatives.
- A virtual project meeting to review and discuss the alternative rate designs.
- Neighboring bill comparisons for comparable utilities.

Task 8—Written Reports

At the completion of the rate analysis, HDR will develop a draft written report of the water and sewer rate studies. The written report is intended to be comprehensive in nature and document the activities undertaken as a part of the project, along with our findings, conclusions, and recommendations. Within the reports, HDR provides an appendix of the technical analyses undertaken. HDR will provide an electronic copy of the draft report to the District for its review and comment. Comments, suggestions, or corrections from the District or legal counsel concerning the draft report will be incorporated into the draft final report. HDR will provide an electronic version of the draft final report to the District. At the conclusion of the study, HDR will incorporate final legal comments from the District attorney, and final direction from the District's Board.

Deliverables as a Result of Task 8:

- An electronic copy of the draft and draft final report.
- An electronic copy (word and PDF) of the final report.

Task 9—Project Meetings and Public Presentations

As a part of this study, HDR will provide up to three onsite project meetings and three public presentations. This project approach (scope of services) has been planned accordingly. Provided below is a more detailed discussion of the project meetings and public presentations proposed as part of the District's water and sewer rate studies.

Onsite Project Meetings with District Staff: The three onsite project meetings are assumed to review the following key tasks:

- Initial Project Meeting (Task 3)
- Review of the Revenue Requirement Analyses (Task 4).
- Review of the Cost of Service Analyses (Task 5).

In addition, HDR will coordinate with District staff during the course of the study for virtual project meetings to gain feedback and input at key points and review draft final analyses. The hours associated with the onsite and virtual meetings have been included within each of the corresponding tasks.

Public Presentations: To meet the requirements of Proposition 218, the District will need to hold

at least two public meetings. The first public meeting will be for the District's Board to accept the study and set a public hearing date. The second public meeting, noticed as a part of the Proposition 218 process, allows for rate protests to be tallied and action to adopt the proposed rates taken by the District's Board. HDR would also recommend a Board meeting to review and discuss the preliminary study results prior to the two public meetings to gain feedback and policy direction. Public meetings beyond the three proposed will be billed on a time and material basis.

Deliverables as a Result of Task 9:

- Up to three onsite project meeting with District staff to review the draft results of the analyses.
- Additional, as-needed virtual meetings to discuss key issues or study results and recommendations with District staff.
- Up to three public presentations to present the study approach, conclusions, and recommendations.

Task 10—Computer/Rate Model

As part of this study, HDR will develop financial/rate models for the District's study. The models will be developed specifically for the District and their utilities. This will allow for input from District staff at the start of the study to help design and construct models, which are easy to understand and use. Models will be developed in Excel and will be provided at the end of the study. No user training or manuals have been assumed.

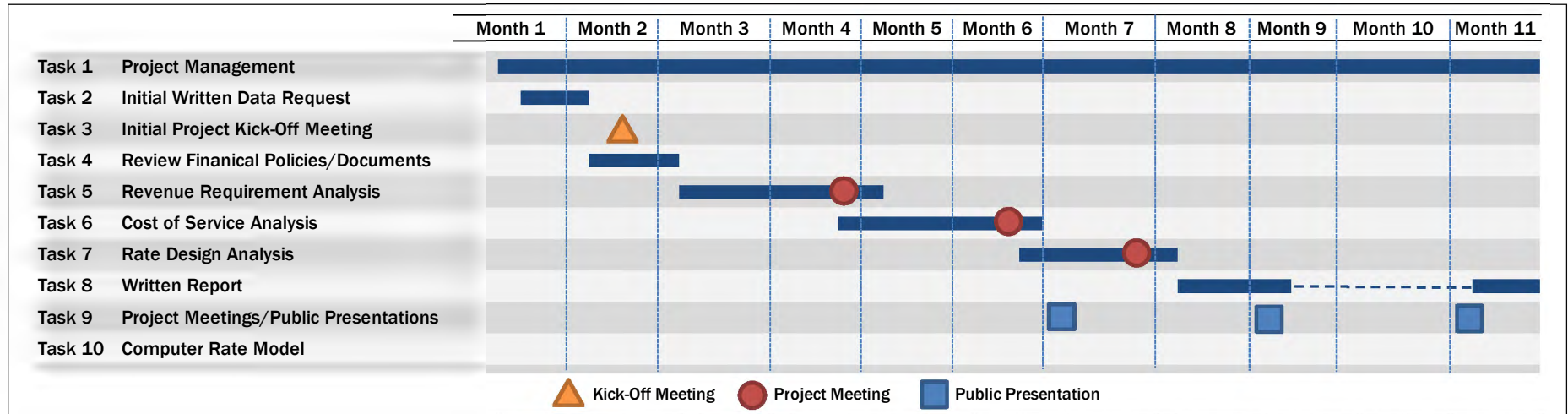
Deliverables as a Result of Task 10:

- A final copy of the water and sewer rate models developed in Microsoft Excel.

This concludes the scope of services for the District's water and sewer cost of rate study. Additional services provided by HDR that are not included within the above scope of work will be provided on a time and material basis at the stated hourly billing rates. HDR will obtain written consent from the District before undertaking or completing out of scope work.

Estimated Project Time Schedule

An estimated project time schedule has been developed for the District's study. The meetings and presentations will be scheduled in advance at a mutually convenient time. Provided below is the estimated project time schedule.



Rate Schedule

Our proposed hourly rate schedule, by classification, is provided below. These hourly rate schedules will be in effect during the course of the study. These rates will apply for the proposed scope of work.

Labor

HDR Hourly Rate Schedule July 2022 through December 2023

Project Manager	\$305.00/hour
Assistant PM/Task Lead	\$235.00/hour
Senior Financial Analyst	\$180.00/hour
QA/QC	\$220.00/hour
Engineering Assistance	\$180.00/hour
Accounting/Admin	\$135.00/hour

The hourly billing rates shown above cover payroll cost, employee benefits, and HDR overhead and profit.

Expenses

Vehicle Mileage	Current Federal Travel Regulation (FTR)
Black/white Photocopies (per copy)	\$0.05 to \$0.09
Color Copies (per copy)	\$0.15 to \$0.30

No markup on expenses.

Other direct expenses (e.g., parking, mileage, airfare) will be billed at cost.

Fee Estimate

The project fees are a function of the hourly billing rates for the employees to be utilized on the District's study and the proposed scope of services. Provided on the following page is a summary of the estimated project fees for scope of services developed in Exhibit A.

Exhibit B – Rate Schedule and Fee Estimate

Summary of the Estimated Fees for the Water and Sewer Rate Study Update	
Task Description	Total
Labor:	
Task 1: Project Management	\$3,240
Task 2: Initial Data Request	830
Task 3: Initial Project Kick-Off Meeting	2,990
Task 4: Review of the District's Existing Policies, Documents, and CIP	2,270
Task 5: Revenue Requirement Analysis	11,260
Task 6: Cost of Service Analysis	13,860
Task 7: Rate Design Analysis	7,800
Task 8: Written Reports	6,140
Task 9: Project Meetings and Public Presentations	9,080
Task 10: Financial/Rate Models	<u>830</u>
Grand Total Labor	\$58,300
Total Expenses	<u>\$7,595</u>
Grand Total "Not to Exceed" Fees	<u>\$65,895</u>

HDR is estimating a total fee of \$65,895.00 for the proposed services. During the course of the study, HDR will keep the District informed of the progress of the study with respect to time schedule and the project budget.

In developing the fee estimate, it should be noted for Task 9, Project Meetings and Public Presentations, that the hours associated with this task are only related to the public presentations to the Board. The hours associated with the three internal project meetings are included within the hours of the tasks associated with each of the meetings (e.g., the revenue requirement analysis task [Task 5] contains internal project meeting hours).



September 26, 2023

Mr. Brad Johnson
General Manager
North Tahoe Public Utility District
875 National Avenue
Tahoe Vista, CA 96148

RE: Water and Wastewater Rate Study Amendment

Dear Mr. Johnson:

HDR Engineering, Inc. (HDR), was retained by the North Tahoe Public Utility District (District) to complete a water and wastewater rate study. In September 2022, HDR and the District agreed on a scope of services for the study. Since that time, HDR and the District have been completing the tasks as outlined in the agreed-upon scope of services.

As part of the study, the District has requested HDR participate in additional public meetings to present the updated study results and recommendations than originally scoped. Additionally, the District has requested assistance from HDR staff in the development and review of the public outreach information and approach. Provided below is a summary of the additional tasks being requested by the District and HDR's request for an amendment to provide these services.

SCOPE OF SERVICES

Task 1—Project Management

This task includes the general project management activities that are required to complete the requested additional services. This includes allocating the appropriate labor resources to the project and working with the District's Project Manager to schedule project meetings and provide regular invoices and progress reports.

Task 2—Additional Presentations

At this time the presentations in the original scope of services have been completed. To complete the study additional board presentations are necessary to gain final policy direction from the Board. This includes the presentation of the study recommendations and preliminary proposed rate alternatives, the presentation of the study results and final recommendations, the public hearing for the Board to consider the final proposed rates, and a public outreach event (e.g., open house, public presentation). Given this, the District has requested HDR participate and present at up to four additional public meetings. HDR will provide the presentations to the District for review, and the HDR project manager will present at the meetings.

Task 3—Public Outreach Assistance

The District has requested that HDR assist District staff by reviewing public outreach information developed by the District. Additionally, the District has requested assistance in reviewing and commenting on the key messaging and approach for the development of the public outreach information. This will include up to three two-hour project meetings with HDR and District staff, and up to 14 hours of public outreach assistance.

PROJECT TEAM

The project team for the District's study will be the same team as the current project scope. Shawn Koorn and Kevin Lorentzen will continue to provide the presentation information and present to the Board. HDR Strategic Communication (public outreach) staff will assist in the development and review of the public outreach approach and information.

PROPOSED TIME SCHEDULE

The requested tasks will be completed within the original timeframe and scope of the original proposal. At this time it is anticipated that the study final recommendations will be presented in late 2023 or early 2024.

FEE ESTIMATE

Given this request for additional services by the District, HDR respectfully requests an amendment in the amount of \$23,915 for the requested additional services. Provided below is a summary of the hourly billing rates, estimated hours to complete the analysis, and total requested amendment.

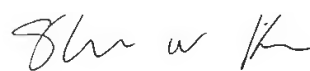
Summary of the Requested Amendment Fee Estimate				
Staff	Project Role	Estimated Hours	Hourly Billing Rate	Total Estimated Fee
Shawn Koorn	Project Manager	28	\$315.00	\$8,820
Kevin Lorentzen	Technical Lead	22	\$240.00	\$5,280
Melissa Diamant	Public Outreach	20	\$285.00	\$5,700
Administration Staff	Project Assistance	4	\$130.00	\$520
Expenses				\$3,595
Total				\$23,915

We appreciate the opportunity to provide these services. Should you have any questions about our approach to this project or any information contained herein, please call Shawn directly at (425) 450-6366.

Sincerely,
HDR ENGINEERING, INC.



Holly L.L. Kennedy, PE
Senior Vice President



Shawn W. Koorn
Associate Vice President



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023

ITEM: E-5

FROM: Planning and Engineering Department

SUBJECT: Authorize the General Manager to Execute a Subaward Grant Agreement with the South Tahoe Public Utility District for Fireflow Capacity Improvements and Fire Hydrant Installation

RECOMMENDATION:

Authorize the General Manager to execute a subaward grant agreement with the South Tahoe Public Utility District for fireflow capacity improvements and fire hydrant installation.

DISCUSSION:

South Tahoe Public Utility District (STPUD) was awarded a grant on behalf of the Tahoe Water for Fire Suppression Partnership through the Lake Tahoe Restoration Act. The funds are allocated to the Partnership members based on the Lake Tahoe Environmental Improvement Program priority list of qualifying projects submitted by Public Water Systems at Lake Tahoe. The Federal assistance is a grant between the United States Forest Service (USFS) and STPUD.

The Subaward agreement with STPUD sets forth the responsibilities of each agency in relation to support and administration of the grant between STPUD and the USFS for Lake Tahoe Restoration Act funds. NTPUD's share of this grant is \$1,683,492. The grant funds will be used towards the Golden, Rainbow, and Upper Secline Watermain Improvements Project, which is constructing approximately 7,700 linear feet of new 8-inch watermain in the Kings Beach Grid neighborhood to replace an aging and undersized watermain and install 12 new fire hydrants. The grant agreement allows for project expenses beginning on December 1, 2022, to be eligible for reimbursement.

FISCAL ANALYSIS:

The Federal Award receipt is \$1,683,492, which is required to be matched by a minimum of \$1,683,492 of District funds. The awarded construction contract to complete the Golden, Rainbow, and Upper Secline Watermain Improvements Project is \$4,897,130.

STRATEGIC PLAN ALIGNMENT:

Goal 1: Provide safe, efficient, sustainable water and wastewater services focusing on industry best practices and continuous improvement – Objective D: Prioritize Capital Project planning and delivery toward uniform service using industry standards, asset condition data, and a focus on climate resilience and emergency preparedness – Tactic 1: Improve the comprehensive fire suppression capability of the water system in all three water systems – Activity a: Replace aging and undersized watermains with new watermains designed for fire flow capacity; and

Activity b: Increase the number of installed fire hydrants; and Activity c: Reduce the spacing between fire hydrants; and Activity d: Improve watermain looping.

Goal 3: Enhance District governance and partnerships – Objective C: Monitor and advocate for Federal, State, and Local legislation and actively pursue relevant grant opportunities that support District priorities – Tactic 2: Continue active participation in Tahoe Water for Fire Suppression Partnership and leverage federal and state legislative advocates to advance funding opportunities for water infrastructure.

ATTACHMENTS:

South Tahoe Public Utility District Subaward Packet

MOTION:

Approve Staff Recommendation

REVIEW TRACKING:

Submitted By:		Approved By:	
	_____ Joseph J. Pomroy, P.E. Engineering & Operations Manager		_____ Bradley A. Johnson, P.E. General Manager/CEO

Reviewed By:	
	_____ Vanetta Van Cleave Chief Financial Officer



SUBAWARD AGREEMENT

USDA Forest Service

State and Private Forestry Cooperative Fire Assistance Grant

GRANT AWARD DETAILS:

Grant Recipient:	South Tahoe Public Utility District (STPUD)
Awarding Entity:	USDA Forest Service
Federal Assistance Title:	State & Private Forestry Cooperative Fire Assistance
Federal Assistance Listing (formerly CFDA)	10.698
Project Title:	Tahoe Water for Fire Suppression Partnership FY23
Federal award project description:	Lake Tahoe Basin Wide Tahoe Water for Fire Suppression Partnership Projects to Improve Fire Flow, Distribution Systems, and Regional Interconnectivity to Better Respond to Wildfires
Federal Award Identification Number:	23-DG-11052012-165
Date USDA Forest Service issued the award to STPUD:	September 29, 2023
Grant Period:	12/1/2022 – 12/31/2024
Pre-award costs:	Pre-award costs are authorized as of 12/01/2022 pursuant to 2 CFR 200.458.

SUBAWARD DETAILS

Subrecipient Name:	North Tahoe Public Utility District (NTPUD)
Subrecipient's Unique Entity Identifier:	QXNVRVC738L4
Subrecipient's Federal Employer Identification Number:	94-1143428
Subrecipient's period of performance start and end date:	12/1/2022 – 12/31/2024
Subrecipient's project title and description:	Golden, Rainbow, and Upper Secline Fire Protection Water Infrastructure: NTPUD owns the Tahoe Main water system that serves the Kings Beach residential grid neighborhood. The water system is comprised of watermain ranging from 1-8" in diameter. The system is deficient in fire flows and in the number and spacing of fire hydrants and does not meet current fire codes on several streets in the Kings Beach Grid. The project will install 7,700 linear feet of new 8" watermain in the Golden and Rainbow Avenues to replace the existing 1- and 2" steel watermain that serves the properties. Twelve new fire hydrants along Golden Avenue, Rainbow Avenue, and Upper Secline Street will be installed to comply with the California Fire code.

SUBAWARD COMPUTATION

Federal Award:	\$1,683,492.00
Subaward Required Match:	\$1,683,492.00
Total Project Cost:	\$3,366,984.00

CONTACT INFORMATION:

Recipient Contacts: Donielle Morse, Grants Coordinator dmorse@stpud.us (530) 543-6236 Jennifer Marshall, Grants Specialist jmarshall@stpud.us (530) 543-6271 Kim Garon, Accounting Tech II/Grants Assistant kgaron@stpud.us (530) 543-6272	Subrecipient Contacts: Grant Application Coordinator Bradley A. Johnson bjohnson@ntpud.org (530) 553-5410
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SUBAWARD AGREEMENT

USDA Forest Service

State and Private Forestry Cooperative Fire Assistance Grant

INCORPORATED ATTACHMENTS:

Attachment A: Scope of Work and Schedule

Attachment B: Subaward Project Budget

Attachment C: STPUD and USDA FS Grant Agreement

AUTHORIZATION:

By signing below, each party certifies that the individuals listed in this document are authorized representatives of the individual parties to accept this Agreement in accordance with the terms and conditions contained herein.

North Tahoe Public Utility District	South Tahoe Public Utility District
<hr/>	<hr/>
Signature of Signer	Signature of Signer
<hr/>	<hr/>
Printed name and title of Signer	Printed name and title of Signer
<hr/>	<hr/>
Date	Date



SUBAWARD AGREEMENT
USDA Forest Service
State and Private Forestry Cooperative Fire Assistance Grant

**SUBAWARD AGREEMENT
BETWEEN
SOUTH TAHOE PUBLIC UTILITY DISTRICT
AND
NORTH TAHOE PUBLIC UTILITY DISTRICT**

This is a Subaward Agreement (Agreement) between South Tahoe Public Utility District (STPUD) and North Tahoe Public Utility District (Recipient) under the USDA Forest Service State & Private Forestry Cooperative Fire Assistance Federal Assistance Listing 10.698.

Upon execution of this document, a subaward to the Recipient in the amount of \$1,683,492.00 is made by STPUD, the primary grant recipient of the award, to implement the FY23 Tahoe Water for Fire Suppression Partnership Project. North Tahoe Public Utility District, a subrecipient of this awarded Project, accepts this subaward for the purpose described in the Scope of Work (Attachment A).

Federal Subaward: \$1,683,492.00

Recipient Match: \$1,683,492.00

Subaward Project Total: \$3,366,984.00

This subaward is issued to the Recipient on the expressed condition that project activities and funds will be carried out and administered in accordance with the terms and conditions set forth in this Agreement and all its attachments. In addition to this Agreement, the Recipient agrees to abide by all terms and conditions set forth in the agreement between STPUD and the USDA Forest Service Domestic Grant 23-DG-11052012-165 (Attachment C).

A signature in the Authorization Section on page two of this packet indicates that the Recipient is capable of and agrees to meet all Agreement terms, conditions, and requirements and that all the information contained in the Agreement is true and accurate.



SUBAWARD AGREEMENT
USDA Forest Service
State and Private Forestry Cooperative Fire Assistance Grant

SECTION A
GRANT CONDITIONS

- 1) Nothing contained in this Agreement is intended to or shall be construed as creating or establishing a relationship of employer/employee between parties. STPUD will be exempt from payment of all Unemployment Compensation, FICA, retirement, life/medical insurance, and Workers Compensation insurance as the Recipient is an independent entity.
- 2) The Recipient will hold harmless, defend, and indemnify STPUD from all claims, actions, suits, charges, and judgments that arise out of the Recipient's performance or nonperformance of the Scope of Work (Attachment A) or subject matter called for in this Agreement.
- 3) STPUD or Recipient may amend this Agreement at any time provided such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement nor relieve or release STPUD or Recipient from its obligations under this Agreement.
- 4) STPUD may, at its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts or for other reasons. If such amendments result in a change in the funding, the scope of work, or the scheduled activities to be undertaken as part of this Agreement, such modifications will be incorporated only by a written amendment signed by both STPUD and Recipient.
- 5) Either party may terminate this Agreement at any time by written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work (Attachment A) may only be undertaken with the prior approval of STPUD. In case of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of STPUD become the property of STPUD, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
- 6) STPUD may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and STPUD may declare the Recipient ineligible for any further participation in STPUD's grant agreements, in addition to other remedies as provided by law. If there is probable cause to believe the Recipient is noncompliant with any applicable rules or regulations, STPUD may withhold funding.
- 7) This subaward is subject to the availability of appropriated Federal funds.



SUBAWARD AGREEMENT
USDA Forest Service
State and Private Forestry Cooperative Fire Assistance Grant

SECTION B
GRANT ASSURANCES

- 1) Recipient is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Electronic copies of the CFRs can be obtained at the following: www.ecfr.gov.
- 2) Recipient must provide STPUD with proof that the recipient has NO active exclusions in the System for Award Management (sam.gov).
- 3) Recipient must adopt and maintain a system of internal controls that results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
- 4) Recipient must comply with all applicable federal regulations including, but not limited to those referenced below.
- 5) Recipient must comply with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
- 6) These grant funds will not be used to supplant existing financial support for current programs.
- 7) No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
- 8) Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions).
- 9) Compliance with the Americans With Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- 10) Subrecipients are subject to (but not limited to) the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any subaward must follow the regulations found in 2 CFR 200.331 through .333.
- 11) Federal Regulations (CFR) and any guidance in effect from OMB related to (but not limited to) audit requirements for subawards that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. To acknowledge this requirement, SECTION E must be completed and returned to STPUD.
- 12) Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office or the Environmental Protection Agency (EPA).
- 13) Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations Implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211).
- 14) Recipients must disclose any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
- 15) Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
- 16) Recipients shall not use grant funds for any activity related to lobbying, including:



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- a. Any attempt to influence the outcome of any federal, state or local election, rule or regulation, executive order, legislation, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity.
 - b. Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of California or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - c. Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in a prohibited activity.
 - d. Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of California or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in a prohibited activity.
 - e. Appropriated funds shall not be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - f. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, Recipients will complete and submit to STPUD the Standard Form-LLL "Disclosure of Lobbying Activities."
- 17) Recipient may, to the extent and in the manner authorized in this grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- a. Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - b. Not specifically directed at:
 - i. any member or employee of Congress, the California Legislature or a local governmental entity responsible for enacting local legislation; or
 - ii. any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - iii. any officer or employee of the United States Government, the State of California or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of California or a local governmental entity.
- 18) Recipients shall acknowledge USDA Forest Service in support of any publications, audiovisuals, and electronic media developed due to this award. Follow directions in USDA Supplemental 2 CFR 415.2.
- 19) STPUD is granted sole and exclusive right to copyright any publications developed because of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full



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term of copyright and all renewals thereof in accordance with this award. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub-awards or subcontracts. This provision includes the copyright in any work developed by STPUD and subawards under this award, and any right of copyright to which STPUD purchases ownership with federal contributions.

- 20) Recipients shall include the following statement, in full, in any printed, audiovisual material or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's Target Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or (2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: *"This institution is an equal opportunity provider."*

- 21) Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").
- 22) Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
- All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - All manufactured products used in the project are produced in the United States -- this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and



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- c. All construction materials are manufactured in the United States -- this means that all manufacturing processes for the construction material occurred in the United States. This excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Upon request, STPUD will notify the recipient for information on the process for requesting a waiver from these requirements. When the Federal agency determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- a. Applying the domestic content procurement preference would be inconsistent with the public interest;
- b. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- c. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. STPUD will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver.

- 23) Equipment purchase requirements are outlined in the Agreement between STPUD and USDA Forest Service (Attachment C).
- 24) Travel expenses, per diem, and other related expenses must conform to allowed federal rates and procedures.
- 25) When federal funding requires a specific match, the Recipient must have the means necessary to identify that the match has been accomplished at the end of the grant period. When a match has been identified, it shall also be identified in the Scope of Work as a requirement and deliverable, including a quarterly performance report to document the match. Reports shall be held on file in the program for audit purposes and shall be furnished as documentation for match reporting on the Financial Status Reports at the end of the grant period.



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SECTION C
GRANT DELIVERABLES

Program Performance:

- 1) Program performance reports are due electronically to STPUD Grants Coordinator and Grants Specialist unless specific exceptions are provided in writing by STPUD Grants Coordinator. STPUD will provide additional instructions for submission of program performance reports and requests for reimbursement upon execution of the Agreement.
 - a. The first performance report is due to STPUD by 10/20/2023 and shall cover activity from 12/1/2022 - 9/30/2023.
 - b. Subsequent performance reports will be submitted quarterly and will cover activity for periods ending 12/31, 3/31, 6/30, and 9/30. Reports are due 15 calendar days after the end of each period.
 - c. Final reports covering activity for the entire grant period are due within 30 days after the grant expiration date.

Financial Requirements:

- 1) Total reimbursement through this subaward will not exceed \$1,683,492.00. See Attachment B for the approved Subaward Project Budget.
- 2) Pre-award costs are authorized as of 12/01/2022 pursuant to 2 CFR 200.458.
- 3) Requests for reimbursement are based on actual expenditures incurred during the reporting period, and will be accompanied by supporting documentation, including line-item description of expenses incurred. Payment will not be processed without all reporting being current. Reimbursement may only be claimed for expenditures approved in this Agreement.
- 4) Expenditures must be aligned with the Scope of Work (Attachment A), goals, objectives, and budget as approved and documented. Expenditures must comply with statutory guidelines.
- 5) Requests for reimbursement are due electronically to STPUD Grants Coordinator and Grants Assistant unless specific exceptions are provided in writing by STPUD Grants Coordinator. STPUD will provide additional instructions for submission of requests for reimbursements and performance reports upon execution of the Agreement.
 - a. The first request for reimbursement is due to STPUD by 10/20/2023 and shall cover activity from 12/1/2022 - 9/30/2023.
 - b. Subsequent quarterly requests for reimbursement will cover activity for periods ending 12/31, 3/31, 6/30, and 9/30. Reports are due 15 calendar days after the end of each period.



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SECTION D
AGREEMENTS

Both parties agree to:

- Comply with all provisions of the Agreement when administering the project.
- Establish a Grant Administrator who will be responsible for assuring that the duties described in this Agreement are carried out.
- Site visit(s) as requested and/or needed by STPUD.
- All reports of expenditures and requests for reimbursement processed by STPUD are subject to audit.
- This subaward agreement may be terminated by either party prior to the date set forth on the Agreement, provided the termination shall not be effective until 30 days after a party served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, STPUD and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Recipient agrees to:

- Cooperate and coordinate with STPUD as reasonably required to carry out the purpose of this Agreement.
- To complete all applicable Federal and State Environmental Documentation, as required, and obtain and retain in effect for the duration of this Agreement all governmental licenses and permits required for Project launch and completion.
- Comply with the provisions of the Agreement when administering the Project.
- Provide STPUD with required program performance and financial deliverables as scheduled. Any unobligated funds will be returned to STPUD within 30 days of the close of the award period. Any work performed after the budget period will not be reimbursed. If requests for reimbursement are received after the requested due dates, STPUD may not be able to provide reimbursement.
- If a credit is owed to STPUD after the closing period, the funds must be returned to STPUD within 30 days of identification.

STPUD agrees to:

- Process reimbursement requests in accordance with the Agreement requirements and in the amounts outlined in the Subaward Project Budget (Attachment B).
- Oversee the progress of the Program in accordance with grant requirements.
- Comply with all applicable federal, state, and local laws in administering grant funds, including those outlined in the Agreement.
- Reserve the right to hold reimbursement under this award until any delinquent forms, reports, deliverables, and expenditure documentation is submitted and accepted by STPUD and/or the USDA Forest Service.



SECTION E
AUDIT INFORMATION REQUEST

Non-federal entities that expend \$750,000 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR 200.501 (a).

Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What is the official name of your organization?	
When does your organization's fiscal year end?	
How often is your organization audited?	
When was your last audit performed?	
What time-period did your last audit cover?	
Which accounting firm conducted your last audit?	



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SECTION F
MATCHING FUNDS AGREEMENT

This Matching Funds Agreement is entered between STPUD and North Tahoe Public Utility District (Recipient).

Project Name: FY23 Tahoe Water for Fire Suppression Partnership
Federal Awarding Entity: USDA Forest Service
Federal Award Identification Number: 23-DG-11052012-165
Subrecipient Name: North Tahoe Public Utility District
Subaward Project Title: Golden, Rainbow, and Upper Secline Fire Protection Water Infrastructure
Federal Funding Subaward: \$1,683,492.00
Subrecipient Non-Federal Match Requirement: \$1,683,492.00
Total Project Budget: \$3,366,984.00
Grant Period: December 1, 2022 – December 31, 2024

Under the terms and conditions of this Agreement, the Recipient agrees to complete the Project as described in the Scope of Work (Attachment A) and project deliverables. Non-federal match funding is required to be documented and submitted with Financial Status Reports and Reimbursement Requests and will be verified during Recipient monitoring.

Summary of Matching Funds

Approved Budget Category	Federal Subaward	Recipient Match	Total Project Budget
Construction	\$1,683,492.00	\$1,683,492.00	\$3,366,984.00

Refer to the Project Budget (Attachment B) for more details.

A signature in the Authorization Section on page two of this packet indicates that the Recipient is capable of and agrees to meet all Agreement terms, conditions, and requirements and that all the information contained in the Agreement is true and accurate.

ATTACHMENT A

SCOPE OF WORK & SCHEDULE

Project Description and Scope of Work:

North Tahoe Public Utility District owns the Tahoe Main water system that serves the Kings Beach residential grid neighborhood. The water system is comprised of watermain ranging from 1- to 8- inches in diameter. The system is deficient in fire flows and in the number and spacing of fire hydrants and does not meet current fire codes on several streets located within the Kings Beach grid. The proposed project will install 7,700 linear feet of new 8-inch watermain in the Golden and Rainbow Avenues to replace the existing 1- and 2-inch diameter steel watermain that serves the properties. In addition, twelve new fire hydrants along Golden Avenue, Rainbow Avenue, and Upper Secline Street will be installed to comply with the California Fire Code. The 7,700 linear feet of 8-inch watermain and 12 new fire hydrants would substantially improve fire protection for Kings Beach community and improve flow and pressure for daily flows. The population served by this project is 465. The total population served by the district is 9,995.

Budget Narrative: North Tahoe Public Utility District intends to utilize FY23 Tahoe Water for Fire Suppression Partnership funds for construction activities to install 7,700 linear feet of 8-inch watermain with twelve new fire hydrants spaced at 500 feet along for \$3,366,984.00.

Construction: \$3,366,984

- Grant Amount: \$1,683,492
- NTPUD Match: \$1,683,492

Justification: The Construction line item will be utilized to reimburse the contractor hired to implement the project for all construction services and site/construction inspections.

Below is the table showing the awarded contract construction items.

ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT OF MEASURE
1A	Mobilization/Demobilization	1	LS
2A	Temporary Erosion Control/Tree Protection	1	LS
3A	Traffic Control	1	LS
4A	Shoring and Worker Safety	1	LS
5A	2" Service Line	186	EA
6A	1" Meter Assembly	196	EA
7A	1.5" Meter Assembly	1	EA
8A	Connect to Existing Service	24	EA
9A	8" PVC C900 Waterline (DR-14)	7643	LF
10A	Blow-Off Assembly	2	EA
11A	ARV Assembly	8	EA
12A	Secline/SR28 Connection	1	LS
13A	Secline/Rainbow Connection	1	LS
14A	Secline/Golden Connection	1	LS
15A	Steelhead Ave. Connection	1	LS
16A	Golden Ave. Connection	1	LS

17A	Golden/Deer Connection	1	LS
18A	Golden/Bear Connection	1	LS
19A	Golden/Raccoon Connection	1	LS
20A	Golden/Fox Connection	1	LS
21A	Rainbow Ave. #1 Connection	1	LS
22A	Rainbow Ave. #2 Connection	1	LS
23A	Rainbow/Bear Connection	1	LS
24A	Rainbow/Raccoon Connection	.1	LS
25A	Rainbow Ave. #3 Connection	1	LS
26A	Rainbow/Fox Connection	1	LS
27A	Concrete Sidewalk	300	SF
28A	Curb and Gutter	50	LF
29A	Fire Hydrant Assembly	12	EA
30A	Testing, Disinfection, and Flushing	1	LS
31A	Pavement Restoration	63500	SF
32A	Site Restoration	1	LS
33A	Rock Excavation	60	CY

Attached below is a detailed scope of work with a timeline.

GOLDEN, RAINBOW, AND UPPER SECLINE FIRE PROTECTION WATER INFRASTRUCTURE

Task	Sub-Task	Description	Start Date	End Date
1		Project Administration	December 2022	December 30, 2023
	1.1	Semi-annual reporting	As needed	
		Prepare/Submit Draft Project Report	December 2022	
		Final Project Report	December 2023	
2		Construct and Install		
	2.1	Mobilization and Demobilization	January 1, 2023	October 26, 2023
	2.2	Notify 811 USA North	April 17, 2023	April 17, 2023
	2.3	Watermain Layout	April 20, 2023	April 20, 2023
	2.4	Staging Area Establishment	April 17, 2023	April 30, 2023
	2.5	Install BMPs/WPCP and Tree Protection	April 24, 2023	April 26, 2023
	2.6	Sawcut Asphalt for Trench	April 25, 2023	May 2, 2023
	2.7	Pothole and Locate Existing 2" Watermain	May 3, 2023	May 7, 2023
	2.8	Excavate, Install, Backfill 8" Watermain	May 8, 2023	August 23, 2023
	2.9	Asphalt Pavement Trench Restoration	August 23, 2023	September 5, 2023
	2.10	Chlorinate/Pressure Test/Flush New Watermain	August 9, 2023	August 14, 2023
	2.11	New Service Connection Tie-ins	July 5, 2023	August 16, 2023
	2.12	Existing Service Connection Tie-ins	July 5, 2023	August 16, 2023
	2.13	Concrete Valley Gutter Repair	August 17, 2023	September 5, 2023

	2.14	Cold Grind and Pave Asphalt Lane Restoration	September 6, 2023	September 15, 2023
	2.15	Adjust and Restore Valve Boxes to Grade	September 13, 2023	September 13, 2023
	2.16	Pavement Striping	September 27, 2023	September 27, 2023
	2.17	Remove BMPs/Restore Site and Staging Area	September 28, 2023	October 3, 2023
	2.18	Punchlist Complete	October 3, 2023	October 15, 2023
3		Construction Administration		
	3.1	Provide Technical oversight	May 1, 2023	October 26, 2023
	3.2	Construction As-Built	October 27, 2023	November 10, 2023
4		Construction/Implementation Contingency		
	4.1	Budget for 10% contingency	May 1, 2023	October 26, 2023

ATTACHMENT B

SUBAWARD PROJECT BUDGET

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. State & Private Forestry Cooperative Fire Assistance		\$	\$	\$ 1,683,492.00	\$	\$ 1,683,492.00
2. NORTH LAKE PUBLIC UTILITY DISTRICT					1,683,492.00	1,683,492.00
3.						
4.						
5. Totals		\$	\$	\$ 1,683,492.00	\$ 1,683,492.00	\$ 3,366,984.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	State & Private Forestry Cooperative Fire Assistance	NORTH TAHOE PUBLIC UTILITY DISTRICT			
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction	1,683,492.00	1,683,492.00			3,366,984.00
h. Other					
i. Total Direct Charges (sum of 6a-6h)	1,683,492.00	1,683,492.00			\$ 3,366,984.00
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 1,683,492.00	\$ 1,683,492.00	\$	\$	\$ 3,366,984.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	State & Private Forestry Cooperative Fire Assistance	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>
9.	NORTH TAHOE PUBLIC UTILITY DISTRICT	1,683,492.00	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	1,683,492.00
10.	<input style="width: 300px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
11.	<input style="width: 300px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
12. TOTAL (sum of lines 8-11)		\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 1,683,492.00;" type="text"/>

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input style="width: 100px; text-align: right; value: 1,346,792.00;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 336,698.00;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 336,698.00;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 336,698.00;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 336,698.00;" type="text"/>
14. Non-Federal	\$ <input style="width: 100px; text-align: right; value: 1,346,792.00;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 336,698.00;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 336,698.00;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 336,698.00;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 336,698.00;" type="text"/>
15. TOTAL (sum of lines 13 and 14)		\$ <input style="width: 100px; text-align: right; value: 2,693,584.00;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 673,396.00;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 673,396.00;" type="text"/>	\$ <input style="width: 100px; text-align: right; value: 673,396.00;" type="text"/>

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	State & Private Forestry Cooperative Fire Assistance	\$ <input style="width: 100px; text-align: right; value: 336,700.00;" type="text"/>	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>
17.	NORTH TAHOE PUBLIC UTILITY DISTRICT	336,700.00	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
18.	<input style="width: 300px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
19.	<input style="width: 300px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
20. TOTAL (sum of lines 16 - 19)		\$ <input style="width: 100px; text-align: right; value: 673,400.00;" type="text"/>	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>	\$ <input style="width: 100px;" type="text"/>

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges: <input style="width: 300px;" type="text" value="Federal Grant:\$1,683,492; Local Match:\$1,683,492"/>	22. Indirect Charges: <input style="width: 300px;" type="text" value="No indirect charges"/>
23. Remarks: <input style="width: 800px;" type="text"/>	

ATTACHMENT C

SOUTH TAHOE PUBLIC UTILITY DISTRICT AND USDA FOREST SERVICE GRANT AGREEMENT

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 23-DG-11052012-165
Between
SOUTH TAHOE PUBLIC UTILITY DISTRICT
And The
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION
FIRE AND AVIATION MANAGEMENT**

Project Title: FY23 Lake Tahoe Basin Wide Tahoe Water for Fire Suppression Partnership Projects to Improve Fire Flow, Distribution Systems and Regional Interconnectivity to Better Respond to Wildfires.

Upon execution of this document, an award to South Tahoe Public Utility District, hereinafter referred to as "STPUD," in the amount of **\$2,125,620.00**, is made under the authority of the Cooperative Forestry Assistance Act, PL 95-313, as amended, 16 U.S.C. 2106. The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.698 Cooperative Fire Program. South Tahoe Public Utility District accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 08/31/2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1, which your organization has agreed to provide as shown in the attached application, financial plan and narrative.

The financial status and program performance reporting requirements are covered in Attachment A: Forest Service Award Provisions under provisions E and F, respectively. Send all program accomplishment reports to Barbara Geringer and cc Wendy Yun. Send all financial reports to Wendy Yun. Their contact information is listed in provision B, Principal Contacts.

Financial and Performance reports are due quarterly. The first financial report and performance report, respectively, and because of approved pre-award costs, shall cover activity from December 1, 2022 – September 30, 2023, and each is due to the USDA. Forest Service by October 30, 2023.

Subsequent quarterly reports will cover activity for the periods ending December 31, March 31, June 30, and September 30. Reports are due 30 days after each period.

Final reports covering activity for the entire grant period are due within 120 days after the grant expiration date.

STPUD is approved to sub-award under this grant.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and



supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at Wendy Yun, wendy.yun@usda.gov or mobile (916) 712-8392..

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** STPUD shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Donielle Morse Grant Coordinator South Tahoe Public Utility District 1275 Meadow Crest Dr. South Lake Tahoe, CA 96150 Telephone: 530-543-6268 Email: dmorse@stpud.us	Kim Garon Grant Application Specialist South Tahoe Public Utility District 1275 Meadow Crest Dr. South Lake Tahoe, CA 96150 Telephone: 530-543-6272 Email: kgaron@stpud.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Barbara Geringer Assistant Director USDA Forest Service, Region 5 Fire and Aviation Management 1323 Club Drive Vallejo, CA 94592 Mobile Telephone: (202) 577-4827 FAX: (707) 562-9048 Email: barbara.geringer-frazier@usda.gov	Wendy Yun Program Management Specialist USDA Forest Service, Region 5 Fire and Aviation Management 1323 Club Drive Vallejo, CA 94592 Mobile Telephone: (916) 712-8392 FAX: (707) 562-9048 Email: wendy.yun@usda.gov

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** STPUD shall maintain current information in the System for Award

Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

<p>The invoice must be sent by one of three methods:</p> <p>EMAIL (preferred): SM.FS.asc_ga@usda.gov</p> <p>FAX: 877-687-4894</p> <p>POSTAL: Albuquerque Service Center Payments – Grants & Agreements 400 Masthead St., NE Albuquerque, NM 87109</p>	<p>Send a copy to:</p> <p>Wendy Yun wendy.yun@usda.gov</p>
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- E. INDIRECT COST RATES. STPUD has elected not to assess indirect costs against this grant award.
- F. PRIOR WRITTEN APPROVAL. STPUD shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 45 days prior

to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.


- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of **12/01/2022** pursuant to 2 CFR 200.458.

The end date, or expiration date is **12/31/2024**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.



PAUL HUGHES
General Manager
South Tahoe Public Utility District



Date

YOLANDA SALDANA

Digitally signed by YOLANDA
SALDANA

Date: 2023.09.17 09:40:53 -07'00'

JAIME GAMBOA or YOLANDA SALDANA
Director Deputy Director
Fire and Aviation Management
USDA Forest Service, Pacific Southwest Region

Date

The authority and the format of this award have been reviewed and approved for signature.

CONSTANCE ZIPPERER Digitally signed by CONSTANCE ZIPPERER
Date: 2023.09.07 16:12:17 -07'00'

CONSTANCE ZIPPERER
USDA Forest Service Supervisory Grants
Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, STPUD a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to STPUD for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by STPUD or any third party.
- C. NOTICES. Any notice given by the Forest Service or STPUD will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To STPUD, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, and December 31. The first

report shall cover December 1, 2022 - September 30, 2023, and is due to the Forest Service by October 30, 2032. The final report shall cover activity for the entire grant period. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. **PROGRAM PERFORMANCE REPORTS.** The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

STPUD shall submit quarterly performance reports. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, and December 31. The first report shall cover December 1, 2022 - September 30, 2023, and is due to the Forest Service by October 30, 2023. The final report shall cover activity for the entire grant period. The final performance report shall be submitted either with STPUD's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- G. **NOTIFICATION.** STPUD shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. **CHANGES IN KEY PERSONNEL.** Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. **USE OF FOREST SERVICE INSIGNIA.** In order for STPUD to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify STPUD when permission is granted.
- J. **PURCHASE OF EQUIPMENT.** Equipment approved for purchase under this award is available only for use as authorized. Title to the equipment rests with the Recipient as long as the equipment is used for its intended purpose.

The Forest Service reserves an interest in any equipment where the Forest Service's proportionate share of the per-unit value is \$5,000 or greater. Valuation is based on current fair-market value. The equipment may not be used as collateral, sold, or

otherwise transferred to another party without the written permission of the Forest Service.

The Recipient shall inventory equipment acquired in part or in whole with Forest Service funds annually/biannually (select one) and shall submit a copy of the inventory to the Program Manager. A final inventory shall be submitted for closeout. The Recipient may use Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-S, Supplemental Sheet, or Recipient's equivalent inventory report. The annual/biannual (select one) report must be filed December 31, due within 90 days, but no later than March 31 of the following year. The final report must be due within 120 days from the expiration date of the award.

The Recipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should the Recipient determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. After receipt of the SF-428-C, the Forest Service shall issue disposition instructions within 120 days.

- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. STPUD is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

STPUD may call on Forest Service's Office of Communication for advice regarding public notices. STPUD is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. STPUD shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

- M. COPYRIGHTING. STPUD is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by STPUD under this award.
- Any right of copyright to which STPUD purchase(s) ownership with any federal contributions.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. STPUD shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

O. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish STPUD a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of

the decision of the Signatory Official, STPUD appeal(s) the decision to the Forest Service's Director, WO Fire and Aviation Management (FAM). Any appeal made under this provision shall be in writing and addressed to the Director, FAM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

3. In order to facilitate review on the record by the Director, FAM, STPUD shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
 4. A decision under this provision by the WO Director, FAM is final.
 5. The final decision by the WO Director, FAM does not preclude STPUD from pursuing remedies available under the law.
- P. AWARD CLOSEOUT. STPUD must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to STPUD must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- R. DEBARMENT AND SUSPENSION. STPUD shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should STPUD or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

T. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"

3. Provisions applicable to any recipient.

- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

U. DRUG-FREE WORKPLACE.

- 1. STPUD agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions STPUD will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:

- (1) Shall abide by the terms of the statement, and
 - (2) Shall notify STPUD in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
 2. STPUD agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
 3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
 4. STPUD agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after STPUD learns of the conviction.
 5. Within 30 calendar days of learning about an employee's conviction, STPUD must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- V. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.
1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- W. ELIGIBLE WORKERS. STPUD shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). STPUD shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- X. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).
- Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).
- Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- Z. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.

3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

AA. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

BB. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the “Davis-Bacon Act”).

CC. BUILD AMERICA, BUY AMERICA (OMB Memo M-22-11). Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. This excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

1. When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - a. Applying the domestic content procurement preference would be inconsistent with the public interest;
 - b. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - c. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or

- Drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023

ITEM: F-1

FROM: Office of the General Manager

SUBJECT: Authorize the General Manager to Execute a Contract Amendment with Headwall Corporation for the Tahoe Treetop Adventure Park

RECOMMENDATION:

Authorize the General Manager to execute a contract amendment with Headwall Corporation for the Tahoe Treetop Adventure Park.

DISCUSSION:

Headwall Corporation began its concessionaire agreement with NTPUD in 2015 to build and operate the Tahoe Treetop Adventure Park at the North Tahoe Regional Park. The course was constructed in the spring of 2016 and opened its doors in July 2016.

The initial term of the contract with Headwall Corporation was through December 31, 2022, and the Board of Directors, at the December 2022 meeting, authorized a contract amendment to extend the initial term through June 30, 2023. In June 2023, the Directors approved another three-month extension through Sept 30, 2023, and, in September 2023, a final one-month extension through October 31, 2023.

The District and Headwall Corporation have worked diligently over these months to complete negotiations for the amended agreement that is before the Board for final approval.

The proposed agreement amendment provides a new 7-year initial term and allows for two 5-year extensions upon mutual agreement. The amendment formalizes the terms for the construction and operations of a second major amenity provided by Headwall Corporation in the Regional Park – an aerial zip-line tour. It also affirms a future increase in the per visitor mitigation fee from \$5 to \$7 commencing on the earlier of either the completion of the new zip line tour or on June 1, 2025. Finally, the amendment cleans up contract language to better reflect the actuality of concession operations for the betterment of both parties.

FISCAL ANALYSIS:

The proposed amendment of the Headwall Corporation concessionaire agreement will not have any initial impact on the overall District revenue provided by the concessionaire nor the District's Fiscal Year 2023/24 Operating Budget. However, upon completion of the zip line tour and with the increase in the per visitor mitigation fee, future District revenues will increase significantly.

STRATEGIC PLAN ALIGNMENT:


Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective D: Utilize the North Tahoe Regional Park (NTRP) as a community asset for passive and active recreation – Tactic 3: Capitalize on the potential of concessionaires to provide services and generate revenue – Activity a: Enable expansion of Tahoe Treetop Adventures to include a zip line aerial tour within the park.

ATTACHMENTS:

- Proposed Amended and Restated Concessionaire Services Agreement with Headwall Corporation
- Proposed Amended and Restated Concessionaire Services Agreement with Headwall Corporation - Redlined
- 2015 Concessionaire Services Agreement with Headwall Corporation

MOTION: Approve Staff Recommendation

REVIEW TRACKING:

Approved By: 

Bradley A. Johnson, P.E.
General Manager/CEO

**NORTH TAHOE PUBLIC UTILITY DISTRICT
AMENDED AND RESTATED NORTH TAHOE REGIONAL PARK CONCESSIONAIRE
SERVICES AGREEMENT**

This Amended and Restated Concessionaire Services Agreement (“Agreement”) is entered into on this _____ day of _____, 2023, between the North Tahoe Public Utility District (“District”) and Headwall Corporation, a California corporation (“Concessionaire”).

This Agreement, together with the exhibits attached hereto, which are hereby incorporated herein by reference, sets forth the entire understanding of the Concessionaire and the District relating to the subject matter referred to herein and supersedes any prior representations or understandings made by either party.

RECITALS

WHEREAS, District owns and operates North Tahoe Regional Park (“NTRP”), which is located at 6600 Donner Road in Tahoe Vista, CA;

WHEREAS, effective January 8, 2016, the Parties executed a Concessionaire Services Agreement (“Original Agreement”) for the operation of a challenge course concessionaire services in the North Tahoe Regional Park;

WHEREAS, pursuant to the terms of the Original Agreement, Concessionaire has constructed and operated the Aerial Adventure Courses (as defined below);

WHEREAS, the Parties amended the Original Agreement to extend the Initial Term three times for a total additional ten (10) months from January 1, 2023 to October 31, 2023;

WHEREAS, District and Concessionaire desire to amend and restate the Original Agreement on the terms and conditions set forth herein and acknowledge and agree this Agreement shall supersede and replace in its entirety the Original Agreement.

NOW, THEREFORE, District and Concessionaire agree as follows:

1. Description of Current Concession Activities: Pursuant to the Original Agreement, Concessionaire has constructed the following activities within NTRP:

- a. Elevated “aerial trekking courses” consisting of platforms constructed near or affixed to trees, connected by various types of bridges and zip lines, offering varying difficulty levels, and/or low-elevation team building events with elements and props, not primarily affixed to trees (the elevated and low-elevation courses collectively, the “Aerial Adventures Courses”). The location

and a general description of the Aerial Adventures Courses is set forth in Exhibit "A", incorporated by this reference.

- b. A building to serve as a headquarters for Concessionaire's operations (the "Concession Building"), including construction of paths for ingress and egress, and connections to electric and communications infrastructure. Concessionaire may conduct retail sales in the Concession Building, but no employees, owners, or guests of Concessionaire shall be permitted to live in the Concession Building. The location and a general description of the Concession Building is set forth in Exhibit "A", incorporated by this reference.

2. Description of Future Concession Activities: Phase 2 Activities:

Concessionaire intends to construct and operate, with a sufficient number of employees, the following activities within NTRP, with the design and location of each subject to District's approval as provided herein:

- a. A zip line tour consisting of zip lines and platforms constructed near or affixed to trees, connected by various types of bridges, with elements and props constructed near or affixed to trees, as well as a harnessing and storage structure ("Zip Line Tour").

3. Description of Potential Concession Activities: Concessionaire may construct (where applicable) and operate, with a sufficient number of employees, the following activities within NTRP, with the design and location of each subject to District's approval as provided herein:

- a. One "Tour of the Trees" course which is less physically demanding than the Aerial Adventure Courses and accessible to a wider variety of users, consisting of platforms with railings constructed near or affixed to trees, connected by bridges with railings.
- b. A holiday lights element to be offered each December in an effort to create a popular community event. Continuance of this event will be assessed by Concessionaire and District in the first quarter of each year.
- c. Additional platforms, elements, props and other facilities for the Aerial Adventure Courses.
- d. Programs for school groups that may be tied to curriculum, such as: (i) teaching about bridge and zip line design and construction; and (ii) exploring trees and the forest ecosystem, with a tree-climbing component, etc.

4. Term of Agreement: Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on November 1, 2023 and expire on December 31, 2030 (the "Initial Term"). If mutually agreed upon in writing by District and Concessionaire during the Initial Term this Agreement may be extended for an additional five (5) year period (the "First Renewal Term"), and if mutually agreed upon in writing by District and Concessionaire during the First Renewal Term this Agreement may be extended for a second five (5)-year period (the "Second Renewal Term"), provided in both cases that District and Concessionaire shall first meet and confer and that any changes to the terms shall be documented in such amendment extending the term. The First and

Second Renewal Terms shall be referred to herein individually as a “Renewal Term.” In the event Concessionaire and District do not agree on the terms of any Renewal Term, the Term of this Agreement shall terminate at the expiration of the then-current Renewal Term. The Second Renewal Term is contingent upon District and Concessionaire’s agreement and completion of the First Renewal Term.

5. Operating Periods and Hours:

5.1 Concessionaire shall operate the facilities and programs listed in Sections 1, 2, and 3 (collectively, the “Improvements”) herein in accordance with a schedule of operations mutually agreed upon by District and Concessionaire. The schedule shall generally call for spring through late fall operations (with the exception of the holiday lights feature described in Section 3.b), although operations may be conducted less than seven days per week during non-summer months and subject to customer demand. Winter operations shall be conducted when possible but are contingent upon weather conditions, customer demand, staffing availability, and operational feasibility. Concessionaire shall notify the District of the targeted operating season and general schedule (season start and finish) prior to its start and, once the general schedule is approved by District, any modifications must be approved in writing by District, except for instances when weather or safety concerns necessitate closure. Concessionaire shall notify the District of changes to its weekly operating schedules (operating days per week) through the course of the season, except for instances when weather or safety concerns necessitate closure.

5.2 District shall notify Concessionaire of scheduled tournaments, events, and bookings of other District facilities in the NTRP. District may require Concessionaire to close the potentially disruptive portion of the Improvements for all or a portion of certain days in order to accommodate special events within NTRP such as weddings or construction and maintenance activities, and District shall provide Concessionaire with not less than sixty (60) days’ notice of such closures. Should the District require a prolonged closure of the Improvements that prevents Concessionaire from meeting revenues required for the minimum payment in Section 12.1.i, then that minimum payment shall not be owed.

6. Construction and Maintenance of Improvements:

6.1 Concessionaire shall obtain permits for, construct, and maintain, at its sole expense, the Improvements. All permits required to construct any Improvements shall be obtained prior to commencement of construction. Prior to commencing any work for new Improvements, Concessionaire shall submit to District project plans, specifications, and estimated timeline for project completion for District review and approval. Upon District approval of plans, specifications, and timeline, Concessionaire shall use its best good-faith efforts to submit all required documents and permit applications regarding the Improvements to the respective agencies within 30 days. Thereafter, Concessionaire shall provide updates to District every 30 days concerning the status of the permitting process until

Concessionaire has obtained all required permits, and shall continue diligently working toward completion of the Improvements once permits are obtained. Concessionaire shall coordinate with District for information required for permitting, and shall provide District with updated and/or as-built versions of all plans and drawings for the Improvements. Based on previous experience with permitting similar activities within the Tahoe Basin, Concessionaire is not anticipating the requirement of an EIR or other similar expensive and time-consuming measures for future Improvements not constructed as of the date of this Agreement. Concessionaire shall not be required to construct the Zip Line Tour in the event that (i) obtaining permits for any or all of the activities contemplated will require unduly expensive and/or time-consuming measures in parties' reasonable opinion, and/or (ii) circumstances beyond Concessionaire's control prevent its feasibility including but not limited to tree disease/insects, fire, and engineering requirements. Concessionaire shall notify District in writing of its election not to construct the Zip Line Tour and shall specify the expensive and/or time-consuming measures which Concessionaire would have had to undertake or the circumstances beyond its control preventing completion. District shall then indicate its agreement or disagreement with such reasons. Assuming both parties agree and in such event, all other applicable terms of this Agreement shall remain in effect.

6.2 Concessionaire shall prepare a plan for evacuating injured persons. Such plan shall be submitted to District for approval and shall address access when there is snow on the ground. District shall work collaboratively with the Concessionaire during the development of a plan for evacuating injured and/or other patrons from activities provided such plan does not depend on District operations or staff. District shall not unreasonably withhold site access or improvements necessary to accommodate evacuation. District shall not be responsible for any costs associated with the development and implementation of the evacuation plan unless first approved by District in writing in its sole discretion.

6.3 Concessionaire shall not commence any new Improvements until: (i) the plans therefore have been approved by District; (ii) Concessionaire has obtained all construction permits and other permits as may be required by Placer County, the Tahoe Regional Planning Agency, and any other government agency with jurisdiction; and (iii) Concessionaire has paid all fees imposed by Placer County, the Tahoe Regional Planning Agency, and any other government agency with jurisdiction. Concessionaire shall complete the Improvements in compliance with all applicable building codes, laws, regulations, and other governmental requirements, as well as the Association for Challenge Course Technology's ("ACCT's") installation standards (if applicable), provided that to the extent ACCT standards conflict with governmental requirements Concessionaire shall comply with the governmental requirements.

6.4 Concessionaire shall ensure that all construction activities contemplated herein which are required by law to be performed by licensed contractors are performed by contractors possessing valid California general and/or specialty contractor's licenses, as applicable.

6.5 In connection with the construction of the Improvements, Concessionaire shall relocate any displaced holes of the existing disc golf course within NTRP to locations within NTRP satisfactory to District. District shall be responsible for coordinating public outreach and user group coordination, if any, deemed necessary by District for such relocations.

6.6 During construction of any Improvements, District shall provide space within NTRP for Concessionaire to store up to three large storage containers in which to store tools, materials, and supplies and to serve as a primary work location. The space shall be as near as practical to existing electric service and shall be capable of receiving deliveries. Concessionaire shall arrange and pay for container rentals and temporary electric service at its own expense.

6.7 During Concessionaire's operations hereunder District shall make available, in a mutually agreed upon space in or adjacent to the NTRP, a space approximately 30' by 30' in size for Concessionaire to store maintenance and building supplies, excluding any hazardous or dangerous materials, as well as a space for a single maintenance vehicle. Concessionaire shall be responsible for maintaining this space and keeping it in a neat and organized condition. District acknowledges the space must be near a regularly plowed area to allow for winter access. Concessionaire may install a fence around such space at its own expense, provided that the design and location of the fence is approved by District. The space may contain shipping/storage container/s with the exterior appearance to be jointly determined by District and Concessionaire. Concessionaire may store a small quantity of fuel, for hand tools/portable generators, in Department of Transportation approved containers and locked in a fire-proof, flammable liquid storage cabinet in conformance with Occupational Safety and Health Administration standards and all other applicable laws.

6.8 District agrees to work collaboratively to support Concessionaire's efforts to enhance internet connectivity to the Concession Building. District shall endeavor to make its information technology personnel available as a technical resource (but not for on-going operations and maintenance) to support this effort. District shall not unreasonably withhold site access or improvements necessary to accommodate enhanced internet connectivity to the Concession Building. However, in no event shall District be responsible for any costs, excluding staff time, associated with implementation of this effort unless first approved by District in writing in its sole discretion.

7. Americans With Disabilities Act Compliance:

7.1 Concessionaire shall comply with all applicable requirements of the Americans with Disabilities Act in designing, constructing, and operating the Improvements.

7.2 If existing elements or facilities within NTRP, including without limitation restroom facilities, either required improvements prior to the effective date of this

Agreement in order to comply with the Americans with Disabilities Act (ADA) or would have required improvements at some point regardless of this Agreement, District shall be solely responsible for the cost of such improvements.

7.3. If improvements to existing elements or facilities within NTRP, including without limitation restroom facilities, are required in order to comply with the ADA as a result of Concessionaire's operations or construction of improvements pursuant to this Agreement, Concessionaire shall be solely responsible for the cost of such ADA-related improvements. Concessionaire and District shall meet and confer concerning the scope and projected cost of such ADA-related improvements, which shall be performed by District staff or contractors retained by District. If the cost of the ADA-related improvements set forth in this subsection are unduly expensive, as reasonably determined by Concessionaire, Concessionaire may elect not to proceed with the Concessionaire's improvements.

8. Maintenance Obligations: Concessionaire shall be solely responsible for maintaining the Improvements. In addition, Concessionaire shall keep free of litter the areas of its operations within NTRP, plus an area extending outward two hundred feet (200') in every direction therefrom. Concessionaire shall be solely responsible for snow removal necessary to conduct its operations. Concessionaire shall fulfill its obligations under this section at its sole expense. The District, in its reasonable discretion, may help remove and/or groom snow in order to assist Concessionaire with its operations.

9. Documents to be Provided to District: As requested by District, Concessionaire shall provide District with copies of any daily or weekly notes and/or other operational documents reflecting the condition of the Improvements or weather conditions. District acknowledges that such documents may represent trade secrets of Concessionaire, and shall protect them from disclosure to the extent permitted by law.

10. Care of Trees: Concessionaire is responsible for health and maintenance of trees utilized in the Improvements or immediately surrounding the Improvements to the extent that tree failure would impact the Improvements or their safe operations. Concessionaire shall obtain a written report from a licensed, third party arborist not less frequently than once every three years during the term of this Agreement regarding the health of the trees in and around the area used by Concessionaire for its operations, provided that Concessionaire shall provide District with advance notice of each inspection by the arborist and shall allow District staff to accompany the arborist. Concessionaire shall comply with all recommendations in each arborist's report except to the extent such recommendations are inconsistent with any provision of this Agreement. Concessionaire shall provide District with a copy of each report.

District shall work with Concessionaire in the disposal of tree debris, including limbed tree trunks in up to six (6) foot segments, branches not to exceed six (6) foot wide span and twenty (20) foot length as well as any additional smaller tree debris. District shall provide a haul-away green waste disposal service up to two times a year, in the spring and fall. Concessionaire shall collect tree debris in a mutually agreed upon space up to three

weeks prior to the disposal date. Tree debris collected outside of the spring and fall disposal is discouraged and shall only occur with written approval from District.

11. District Resident Discount: Concessionaire shall provide residents with proof of District residency a ten percent (10%) discount from the lowest non-discounted price available to the public for each of Concessionaire's services or activities, or another discount as agreed upon by District. District may include this information on its website and in District resident newsletters.

12. Payment to District: In consideration of the rights granted to Concessionaire hereunder, Concessionaire shall provide District with a share of Concessionaire's revenues as set forth below. For purposes of Sections 12.1, Concessionaire's "Gross Revenues" shall be the actual and total fees charged and/or revenues received by Concessionaire from all operations and activities permitted hereunder, including without limitation activities, merchandise, and the sale of photographs, but not including sales tax, North Lake Tahoe Tourism Business Improvement District (TBID) fees and assessments, or any amounts collected pursuant to Section 12.2, and before any charges or deductions for charge or credit cards, regardless of where or how payment was made. Gross Revenues shall not include any deduction for equipment repairs or other costs of operation, but may reflect rate reductions that occur from the provision of the discount described in Section 11.

12.1 For each calendar year, Concessionaire shall pay to District a sum equal to the greater of: (i) \$42,500; or (ii) a share of Concessionaire's Gross Revenues in each calendar year, consisting of: (a) six percent (6%) of the first \$600,000 in Gross Revenues, plus (b) eight percent (8%) of the next \$400,000 in Gross Revenues, plus (c) ten percent (10%) of the next \$1 million in Gross Revenues, plus (d) fifteen percent (15%) of all Gross Revenues in excess of \$2 million in a calendar year.

12.2 In addition to the foregoing, and except as otherwise provided herein, Concessionaire shall pay to District \$5.00 for each person using any of the Improvements, provided, however, a single per-person charge may be charged to an individual using multiple Improvements on a single day. No such charge shall be required for school groups from schools within District's boundaries, or for other groups for which District has approved waiving the charge, in advance and in writing. District shall allow any person with a reservation showing payment to Concessionaire for an activity to park within NTRP without charge on the date shown for the activity on the receipt, provided that District shall not be obligated to offer refunds to persons who pay to park within the NTRP and subsequently participate in an activity with Concessionaire. Concessionaire shall be credited towards the fee described in this subsection in an amount equal to the NTRP parking fee for an individual or one person per group, upon presentation to Concessionaire of a receipt showing payment of the NTRP parking fee on that date. Concessionaire shall maintain records reflecting how many times per day and per month this fee is waived due to presentation of a receipt for NTRP parking. District may pursue an automated parking management system for NTRP or other

parking management improvements. Prior to implementation, District and Concessionaire shall work cooperatively to ensure Concessionaire users and vehicles are represented in the management system and that a customer is not charged both a parking fee and the fee set forth in this Section 12.2. District shall endeavor to ensure implementation of a parking management system does not unreasonably burden Concessionaire's operations and reservation processes. Commencing on the earlier of Concessionaire's completion of the Zip Line Tour, or on June 1, 2025, the fee set forth in this Section 12.2 shall be increased to \$7.00.

12.3 Concessionaire shall pay District the amounts owed pursuant to this Section 12 by making payments each year as follows: \$5,000 not later than June 5th, \$10,000 not later than July 5th, \$10,000 not later than August 5th, \$10,000 not later than September 5th, and \$7,500 not later than October 5th. In addition, when and if in a given calendar year the amount calculated pursuant to part (ii) of Section 12.1 exceeds \$42,500, Concessionaire shall commence making monthly payments to District, not later than the 15th day of each month, reflecting Concessionaire's Gross Revenues from the preceding month. To the extent that the cumulative payments made by Concessionaire for a given calendar year (i.e. payments made through January 5th of the following year) have not paid District the amounts due hereunder, Concessionaire shall make an additional payment not later than February 5th of the following year.

12.4 Concessionaire shall keep accurate accounts of its gross income from each activity operated pursuant to this Agreement, including receipts for each transaction. Concessionaire's recordkeeping and accounting methods shall be satisfactory to District in District's reasonable discretion, and all records shall be retained for a period of three years following expiration of this Agreement. Each payment to District must be accompanied by documentation of customer payments acceptable to District, and an accounting statement from the period for which payment is made. All voided receipts shall be accounted for, and there shall be no duplication of receipt numbers. Upon request of the District and no earlier than February 5th of each year during the term hereof, Concessionaire shall provide to District a consolidated financial statement representing Concessionaire's operations for the preceding calendar year pursuant to this Agreement.

12.5 All payments shall be in the form of business check or cashier's check, payable to the North Tahoe Public Utility District. In the event a check is not honored or Concessionaire otherwise fails to timely pay any amount due under this Agreement the unpaid amount shall bear interest at the rate of 12% per annum. All payments must be postmarked by the dates set forth in Section 12.3, and time is of the essence for purposes of all payments due pursuant to this Agreement.

13. District's Right to Audit Concessionaire: District shall have the right at any time and from time to time to audit all of the books of account, documents, records, returns, papers and files of Concessionaire relating to revenues, sales, services, income and business transacted or other matters which in any way relate to the fees payable

hereunder or the determination thereof of Concessionaire's Gross Revenues, and, on request by District, Concessionaire shall make all such matters available at reasonable times for examination. If District should have an audit made which reveals an underpayment by Concessionaire to District of five percent (5%) or more, Concessionaire shall immediately pay to District the cost of such audit as well as its additional fees payable by Concessionaire to District plus interest at the rate of 12% from the date(s) the payments should have been made; otherwise, the cost of such audit shall be paid by District.

14. Nonexclusive Concession: The concession or rights herein granted to Concessionaire to operate a business from District owned or controlled property are nonexclusive, provided that District shall not grant to any third party any right to use the Improvements. In the event of a conflict between the concessions of Concessionaire and any other concessionaire, District shall have the right to resolve such conflict or dispute and its determination shall be binding upon Concessionaire.

15. Operations and Safety Plan: Concessionaire shall maintain an updated operations and safety plan for its operations and improvements hereunder and shall provide District with updated copies of this plan upon request. The initial operations and safety plan is attached as Exhibit "B" to this Agreement. Concessionaire shall have at least one employee trained in CPR and First Aid on duty at all times during its operations. Concessionaire shall supervise and administer the usage and condition of all equipment used in connection with the Concessionaire's operations hereunder. Concessionaire shall use life safety systems and personal protective equipment in compliance with governmental requirements and standards which oversee its industry.

16. Use of Premises and Risk of Loss: Concessionaire's use of NTRP shall be limited to the purposes set forth herein, and Concessionaire shall have a license to use portions of NTRP only for such purposes. District shall not be responsible for any loss or damage to the Improvements, or any other improvements erected by Concessionaire or property belonging to Concessionaire, and Concessionaire waives all claims against District and its officers and employees for, and shall hold District and its officers and employees harmless for, all such losses or damage. Concessionaire expressly waives the protection of Section 1542 of the California Civil Code, and expressly waives and releases any rights or benefits arising thereunder with respect to this section. Section 1542 states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Concessionaire acknowledges that it is aware that it may hereafter discover facts different from, or in addition to, those which were known to it with respect to the matters released pursuant to this section, and Concessionaire agrees that the releases given herein shall

be, and remain in effect as, full and complete releases of such claims notwithstanding any such different or additional facts.

17. Compliance with Applicable Law; Fees and Permits: Concessionaire shall comply with all applicable federal, state, county, and Tahoe Regional Planning Agency statutes, regulations, and requirements. Concessionaire shall procure and maintain, at its expense, the appropriate business licenses and all appropriate permits for its operations pursuant to this Agreement.

18. Press Releases/Advertising: All press releases by Concessionaire to any communication media regarding its operations hereunder must be first approved by the District, in its reasonable discretion.

Concessionaire and District shall endeavor to collaborate in the promotion of the activities offered by Concessionaire and the facilities owned by District, provided that neither party shall be obligated to make any expenditures to promote the activities or facilities of the other party. The parties shall strive to ensure that all marketing programs are consistent with the use of the NTRP as a family-friendly, publicly accessible recreational venue. District may require Concessionaire to remove or modify any marketing materials inconsistent with this Section. Both parties shall not use each other's logo, name, or other intellectual property without written permission except for purposes of locational identification and navigation.

19. Signs: All advertising signs placed by Concessionaire at any location within NTRP shall be subject to prior approval by District, and shall comply with all applicable governmental regulations. Concessionaire shall comply with all Placer County wayfinding sign standards for signs installed outside NTRP. Concessionaire shall post a sign at the Concession Building stating that its operation is conducted under a concession agreement with the North Tahoe Public Utility District. The sign shall include the address and telephone number of District.

20. Handling of Complaints: In the event that either party receives complaints about a party's operations impacting the other party during the term of this Agreement, such complaints shall be forwarded to the other party. Concessionaire and District shall then meet and confer as to how such complaint or complaints should be handled. Concessionaire shall fully explain any such complaints received, and where appropriate, take action to rectify same. District shall endeavor to fully explain any such complaints received, and where appropriate, take action to rectify same.

21. Insurance Requirements: Concessionaire shall not commence operations pursuant to this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section. District may require increased and/or amended insurance coverage as a condition of agreeing to the First Renewal Term and/or Second Renewal Term.

21.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions of the Agreement,

Concessionaire shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. District may require the policy limits and/or types of insurance furnished by Concessionaire to be increased at Concessionaire's expense at the end of the Initial Term and/or First Renewal Term if District determines that such additional insurance is required in order to comply with best practices and/or to adequately protect District.

- a. **Commercial General Liability:** Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.
- b. **Excess Liability Insurance:** Excess Liability insurance, covering bodily injury and property damage for all activities shall be in an amount of not less than \$5,000,000 combined limit for each occurrence.
- c. **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

21.2 **Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to District for approval.

- a. The policy or policies of insurance required by Sections 21.1.a, (Commercial General Liability), and 21.1.b (Excess Liability) shall be endorsed to include as additional insureds District, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010 or another date acceptable to District.
- b. The policy or policies of insurance required by Section 21.1.c, Workers' Compensation, shall be endorsed to provide a waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

21.3 **Primary and Non-Contributing Insurance.** All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by District, its officials, employees, and/or agents shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

21.4 **Waiver of Subrogation.** Required insurance coverages shall not prohibit Concessionaire from waiving the right of subrogation prior to a loss. Concessionaire shall waive all subrogation rights against District, its officials,

employees, and/or agents. Policies shall contain or be endorsed to contain such provisions.

21.5 Deductible. Any deductibles or self-insured retentions must be declared to and approved in writing by District.

21.6 Evidence of Insurance. Concessionaire, concurrently with the execution of this Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either copies of the required policies, or original certificates and endorsements on forms approved by District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or reduced, Concessionaire shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

21.7 Failure to Maintain Coverage. Concessionaire agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. Concessionaire shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

21.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

22. Indemnity: To the fullest extent permitted by law, Concessionaire shall defend, indemnify and hold District, its directors, officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to: (i) any acts, errors or omissions, or willful misconduct of Concessionaire, its officials, officers, employees, and/or customers (the "Indemnified Parties") in connection with Concessionaire's operations or exercise of its rights under this Agreement; and/or (ii) Concessionaire's breach of its obligations under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and reasonable attorneys' fees and other related costs and expenses. Concessionaire shall defend, with counsel of District's choosing that shall be billed at a reasonable panel counsel rate and at Concessionaire's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against

the Indemnified Parties. Concessionaire shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnified Parties as part of any such claim, suit, action or other proceeding. Concessionaire shall also reimburse District for the cost of any settlement paid by any of the Indemnified Parties as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Indemnified Parties' reasonable attorney's fees and costs, including expert witness fees. Concessionaire shall reimburse the Indemnified Parties for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Concessionaire's obligations hereunder shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

23. Possessory Interest Tax: Concessionaire hereby recognizes and understands that this Agreement may create a possessory interest subject to taxation pursuant to California Revenue & Taxation Code Section 107 et seq, and that Concessionaire may be subject to the payment of taxes levied on such interest. Any such imposition of a possessory interest tax shall be a tax liability of Concessionaire solely, notwithstanding any provision of this Agreement to the contrary. In addition, Concessionaire shall pay any personal property taxes that may become due for equipment, fixtures, inventory, or other personal property installed, maintained, or present within the NTRP.

24. Responsible Managing Person: Concessionaire shall designate a responsible managing person who shall be at the NTRP as required. The continued or chronic absence of a responsible managing person shall be grounds for termination of this Agreement.

25. Interaction with District Employees: Concessionaire shall not make any offers to District employees in acknowledgement of services rendered or actions performed in the course and scope of their employment that are not available to the general public. District employees shall not concurrently be employed by Concessionaire and are not allowed to accept any compensation from Concessionaire.

26. Completeness and Amendments: This Agreement sets forth the entire understanding of the Concessionaire and the District relating to the subject matter referred to herein and no representations or warranties are made by the Concessionaire and the District. This Agreement may be modified only in writing signed by both parties. Upon request from either party hereto, the parties shall meet and discuss any impacts or issues arising out of this Agreement.

27. Termination and Expiration:

27.1 In the event of any breach of this Agreement by Concessionaire, District shall provide written notice to Concessionaire of the breach. Concessionaire shall have 30 days from the date of the notice to work diligently towards a reasonable and commercially practicable cure of all such breaches, or such longer period as may be reasonably necessary in the event that the cure of a breach requires obtaining a permit or regulatory approval that cannot realistically be obtained within

30 days. In the event Concessionaire fails to work diligently and cure all breaches, District may terminate this Agreement without penalty by written notice to Concessionaire specifying the effective date of the termination, which shall be not less than 90 days from the date of the notice. Upon termination, in this subsection, District may take ownership of any or all of the Improvements and may require Concessionaire to remove at its sole expense any improvements or materials not desired by District. Concessionaire acknowledges that District's rights pursuant to this subsection constitute a portion of the consideration to District for entering into this Agreement.

27.2 Prior to the completion of the Zip Line Tour, District may further terminate this Agreement without penalty upon a sale by Jesse Desens of a majority interest or controlling interest in Concessionaire, or upon Jesse Desens's withdrawal from active involvement in Concessionaire's operations hereunder, in which case District shall provide written notice to Concessionaire specifying the effective date of the termination, which shall not be less than 90 days from the date of the notice. This Section 27.2 shall be of no further force or effect if Concessionaire is unable to construct the Zip Line Tour as provided by Section 6.1 or Section 7.3. Upon a termination of this Agreement by District under this Section, District may take ownership of any or all of the Improvements, and may require Concessionaire to remove at its sole expense any improvements or materials not desired by District (excluding the Concession Building). District shall pay Concessionaire fair market value of the Concession Building, as determined by an independent appraisal paid for by District which takes into account the value of the structure only and assigns no value to the land underneath. Concessionaire acknowledges that District's rights pursuant to this subsection constitute a portion of the consideration to District for entering into this Agreement.

27.3 Upon expiration of this Agreement, including a failure to agree to the First Renewal Term or Second Renewal Term, Concessionaire may remove and retain any of the Improvements it has installed (excluding the Concession Building). If Concessionaire elects not to do so, District may take ownership of any or all of the Improvements, and may require Concessionaire to remove at its sole expense any improvements or materials not desired by District (excluding the Concession Building). District shall pay Concessionaire fair market value of the Concession Building, as determined by an independent appraisal paid for by District which takes into account the value of the structure only and assigns no value to the land underneath. Concessionaire acknowledges that District's rights pursuant to this subsection constitute a portion of the consideration to District for entering into this Agreement.

28. Notices: All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Concessionaire: Headwall Corporation

P.O. Box 6687
Tahoe City, CA 96145
ATTN: Jesse Desens

District: North Tahoe Public Utility District
PO Box 139
Tahoe Vista, CA 96148
ATTN: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

29. Attorney's Fees: If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

30. Governing Law and Venue: This Agreement shall be governed by and interpreted according to the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained in the Placer County Superior Court.

31. Assignment: Concessionaire may not convey, assign, sublet, license, hypothecate, encumber or otherwise transfer or dispose of (collectively "Transfer"), this Agreement, in whole or in part, and whether voluntarily or involuntarily, without District's prior written consent. Any dissolution, merger, consolidation, or other reorganization of Concessionaire, any sale or other transfer or change in ownership or control of any of the capital stock or other capital or equity interests in either or both of them, or any sale or transfer of fifty percent (50%) or more of the value of the assets of either or both of them shall be deemed a Transfer of this Agreement. Any Transfer or attempted Transfer of this Agreement without the District's consent will be a material breach of this Agreement and, at the District's option, will be null and void. If Concessionaire shall wish to Transfer this Agreement, it shall notify District in writing and provide District with the name of the proposed transferee as well as information related to the transferee's financial, managerial and operational capability and history, including without limitation, a description of any legal or financial problems experienced by the transferee in performing similar services. If such information is sufficient in the reasonable judgment of District, then it shall consider the proposed Transfer and while District shall not be required to consent to such Transfer, District's consent to Transfer will not be unreasonably withheld. District shall be entitled to such certificates, opinions of counsel and other documents attesting to the authorization, and acceptance by the transferee, of the obligations of Concessionaire hereunder together with other assurances which are reasonably required in connection with transfers of similar agreements including, without limitation,

acceptance by the transferee of the provisions of all of the terms and conditions of this Agreement. Concessionaire shall reimburse District for its reasonable, actual costs in reviewing and considering a Transfer in an amount not-to-exceed Seventeen thousand five hundred Dollars (\$17,500). In all cases, the District's consent to any Transfer shall be expressly conditioned upon payment of the District's costs, and costs shall be paid prior to the effective date of any Transfer. This section does not limit or abrogate District's rights under Section 27.2 or other provisions of this Agreement.

32. Construction: Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Concessionaire include all personnel, employees, and agents of Concessionaire, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, and agents except as otherwise specified in this Agreement. The captions of the various sections and subsections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

33. Waiver: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

34. No Third-Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the parties.

35. Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

36. Prohibited Interests: Concessionaire warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Concessionaire, to solicit or secure this Agreement. Further, Concessionaire warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Concessionaire, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

37. Equal Opportunity: Concessionaire represents that it is an equal opportunity employer and provider of services and it shall not discriminate against any customer, employee, or applicant for employment because of race, religion, color, national origin,

disability, ancestry, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, military or veteran status, sex, age, or any other legally protected class or characteristic. Such non-discrimination shall include, but not be limited to, all activities related to Concessionaire's services, employment, demotion, transfer, recruitment, layoff or termination.

38. Authority to Execute Agreement: Concessionaire has all requisite power and authority to conduct its business and to execute, deliver, and perform 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 bind each respective party.

39. Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original.

40. Subcontracting: Concessionaire shall not subcontract any portion of the operations contemplated by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

41. Casualty: Concessionaire shall notify District in writing within three (3) days of any substantial damage to the Improvements resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Improvements are damaged by a Casualty to the extent that Concessionaire cannot reasonably conduct its operations, either party may terminate this Agreement with notice to the other party. In the event of termination under this section, Concessionaire may remove and retain any of the remaining Improvements. If Concessionaire elects not to do so, District may retain any remaining Improvements or may require Concessionaire to remove any remaining Improvements and return the area to its preexisting condition. If neither party terminates the Agreement, Concessionaire shall, at its sole cost and expense, promptly and diligently restore such areas and the Improvements to allow resumption of operations and to reasonably the same condition as existed before the Casualty, except for modifications required by building codes and other laws or as required due to the impacts of the Casualty. During the period of such repair, Concessionaire's minimum payment in Section 12.1 shall not be owed until operations commence. Concessionaire's failure to promptly and diligently restore and reconstruct the Improvements shall be a material breach of this Agreement.

CONCESSIONAIRE

By: _____
[must be chairman, president, or vice president]

Date: _____

By: _____
[must be secretary or chief financial officer]

Date: _____

DISTRICT

By: _____
Bradley A. Johnson, General Manager/CEO

Date: _____

Approved as to Legal Form:

District General Counsel

Date: _____

**North Tahoe Public Utility District
Headwall Corporation Concession at the North Tahoe Regional Park**

Exhibit A

Locations of Current Improvements

**North Tahoe Public Utility District
Headwall Corporation Concession at the North Tahoe Regional Park**

Exhibit B

Operations and Safety Plan

NORTH TAHOE PUBLIC UTILITY DISTRICT
AMENDED AND RESTATED NORTH TAHOE REGIONAL PARK CONCESSIONAIRE
SERVICES AGREEMENT

This Amended and Restated Concessionaire Services Agreement ("Agreement") is entered into on this _____ day of _____, ~~2015~~2023, between the North Tahoe Public Utility District ("District") and Headwall Corporation, a California corporation ("Concessionaire").

This Agreement, together with the exhibits attached hereto, which are hereby incorporated herein by reference, sets forth the entire understanding of the Concessionaire and the District relating to the subject matter referred to herein and supersedes any prior representations or understandings made by either party.

RECITALS

WHEREAS, District owns and operates North Tahoe Regional Park ("NTRP"), which is located at 6600 Donner Road in Tahoe Vista, CA; ~~and~~

~~WHEREAS, Concessionaire desires to operate a challenge course concession based out of NTRP;~~

WHEREAS, effective January 8, 2016, the Parties executed a Concessionaire Services Agreement ("Original Agreement") for the operation of a challenge course concessionaire services in the North Tahoe Regional Park;

WHEREAS, pursuant to the terms of the Original Agreement, Concessionaire has constructed and operated the Aerial Adventure Courses (as defined below);

WHEREAS, the Parties amended the Original Agreement to extend the Initial Term three times for a total additional ten (10) months from January 1, 2023 to October 31, 2023;

WHEREAS, District and Concessionaire desire to amend and restate the Original Agreement on the terms and conditions set forth herein and acknowledge and agree this Agreement shall supersede and replace in its entirety the Original Agreement.

NOW, THEREFORE, District and Concessionaire agree as follows:

1. Description of ~~Permitted~~Current Concession Activities: Pursuant to the Original Agreement, Concessionaire ~~shall construct (where applicable) and operate, with a sufficient number of employees,~~has constructed the following activities within NTRP; ~~with the design and location of each subject to District's approval as provided herein:~~

- a. ~~A maximum of 10 elevated "challenge~~Elevated "aerial trekking courses" consisting of platforms constructed near or affixed to trees, connected by various types of bridges and zip lines, offering varying difficulty levels, and/or low-elevation ~~"challenge courses"~~team building events with elements and props, not primarily affixed to trees (the elevated and low-elevation courses collectively, the "~~Challenge~~Aerial Adventures Courses"). ~~District acknowledges that tree health, presence of other activities, and other design changes may be needed that could reduce the number of courses.~~ The location and a general description of the Aerial Adventures Courses is set forth in Exhibit "A", incorporated by this reference.
- b. A building to serve as a headquarters for Concessionaire's operations (the "Concession Building"), including construction of paths for ingress and egress, and connections to electric and communications infrastructure. Concessionaire may conduct retail sales in the Concession Building, but no employees, owners, or guests of Concessionaire shall be permitted to live in the Concession Building. The location and a general description of the Concession Building is set forth in Exhibit "A", incorporated by this reference.

2. Description of Future Concession Activities: Phase 2 Activities: Concessionaire intends to construct and operate, with a sufficient number of employees, the following activities within NTRP, with the design and location of each subject to District's approval as provided herein:

- a. A zip line tour consisting of zip lines and platforms constructed near or affixed to trees, connected by various types of bridges, with elements and props constructed near or affixed to trees, as well as a harnessing and storage structure ("Zip Line Tour").

3. Description of Potential Concession Activities: Concessionaire may construct (where applicable) and operate, with a sufficient number of employees, the following activities within NTRP, with the design and location of each subject to District's approval as provided herein:

- a. ~~b.~~ One "Tour of the Trees" course which is less physically demanding than the ~~Challenge~~Aerial Adventure Courses and accessible to a wider variety of users, consisting of platforms with railings constructed near or affixed to trees, connected by bridges with railings.
- b. ~~c.~~ A holiday lights element to ~~the "Tour of the Trees" to~~ be offered each December in an effort to create a popular community event. Continuance of this event will be assessed by Concessionaire and District in the first quarter of each year.
- c. Additional platforms, elements, props and other facilities for the Aerial Adventure Courses.
- d. Programs for school groups that may be tied to curriculum, such as: (i) teaching about bridge and zip line design and construction; and (ii) exploring trees and the forest ecosystem, with a tree-climbing component, etc.

- e. ~~Group programs using the elevated or low-elevation Challenge Courses.~~
- f. ~~If approved by District, the Phase II Activities described in Section 13 herein.~~

24. Term of Agreement: Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on ~~July~~November 1, ~~2015~~2023 and expire on December 31, ~~2022~~2030 (the "Initial Term"). If mutually agreed upon in writing by District and Concessionaire during the Initial Term this Agreement may be extended for an additional five ~~years~~(5) year period (the "First Renewal Term"), and if mutually agreed upon in writing by District and Concessionaire during the First Renewal Term this Agreement may be extended for a second ~~five-year~~five (5)-year period (the "Second Renewal Term"), provided in both cases that District and Concessionaire shall first meet and confer ~~regarding the impacts from Concessionaire's operations, the minimum payments to District, and such other issues as either party may wish to discuss,~~ and that any changes to the terms ~~set forth herein to take effect during~~ shall be documented in such amendment extending the term. The First and Second Renewal Terms shall be referred to herein individually as a "Renewal Term." In the event Concessionaire and District do not agree on the terms of any Renewal Term, the Term of this Agreement shall terminate at the expiration of the then-current Renewal Term. The Second Renewal Term is contingent upon District and Concessionaire's agreement and completion of the First Renewal Term ~~or Second Renewal Term are memorialized in a written amendment to this Agreement executed by District and Concessionaire.~~

35. Operating Periods and Hours:

3.45.1 Concessionaire shall operate the facilities and programs listed in ~~Section~~Sections 1, 2, and 3 (collectively, the "Improvements") herein in accordance with a schedule of operations ~~approved in writing mutually agreed upon~~ by District and Concessionaire. The schedule shall generally call for ~~year-round operation~~spring through late fall operations (with the exception of the holiday lights feature described in Section ~~43.f~~43.f), although operations may be conducted less than seven days per week during non-summer months. ~~Once the and subject to customer demand.~~ Winter operations shall be conducted when possible but are contingent upon weather conditions, customer demand, staffing availability, and operational feasibility. Concessionaire shall notify the District of the targeted operating season and general schedule (season start and finish) prior to its start and, ~~once the general~~ once the general schedule is approved by District, any modifications ~~to the schedule~~ must be approved in writing by District, except for instances when weather or safety concerns necessitate closure. ~~Notwithstanding the foregoing,~~ Concessionaire shall notify the District of changes to its weekly operating schedules (operating days per week) through the course of the season, except for instances when weather or safety concerns necessitate closure.

5.2 District shall notify Concessionaire of scheduled tournaments, events, and bookings of other District facilities in the NTRP. District may require Concessionaire to close the potentially disruptive portion of ~~its facilities~~the Improvements for all or a portion of certain days in order to accommodate special events within NTRP such as weddings or construction and maintenance activities,

and District shall provide Concessionaire with not less than sixty (60) days' notice of such closures. Should the District require a prolonged closure of the Improvements that prevents Concessionaire from meeting revenues required for the minimum payment in Section 12.1.i, then that minimum payment shall not be owed.

~~3.2 Concessionaire shall operate the facilities and programs listed in Section 1 herein in accordance with a daily schedule of operations approved in writing by District. Once the schedule is approved by District, any modifications to the schedule must be approved in writing by District, except for instances when weather or safety concerns necessitate closure.~~

46. Construction and Maintenance of Improvements:

~~4.16.1~~ Concessionaire shall obtain permits for, construct, and maintain, at its sole expense, the ~~Challenge Courses and Tour of the Trees course in the locations depicted in Exhibit "A", attached hereto, but previous~~ Improvements. All permits required to construct any Improvements shall be obtained prior to commencement of construction, ~~District may modify such areas at any time by providing written notice to Concessionaire. Within 30 days after execution of this Agreement.~~ Prior to commencing any work for new Improvements, Concessionaire shall submit to District project plans, specifications, and estimated timeline for project completion for District review and approval. Upon District approval of plans, specifications, and timeline, Concessionaire shall use its best good-faith efforts to submit all required documents and permit applications regarding the ~~Challenge Courses and Tour of the Trees course~~ Improvements to the respective agencies within 30 days. Thereafter, Concessionaire shall provide updates to District every 30 days concerning the status of the permitting process until Concessionaire has obtained all required permits, and shall continue diligently working toward completion of the ~~Challenge Courses and Tour of the Trees course~~ Improvements once permits are obtained. Concessionaire shall coordinate with District for information required for permitting, and shall provide District with updated and/or as-built versions of all plans and drawings for the ~~Challenge Courses and Tour of the Trees course~~ Improvements. Based on previous experience with permitting similar activities within the Tahoe Basin, Concessionaire is not anticipating the requirement of an EIR or other similar expensive and time-consuming measures, ~~but if such measures are required Concessionaire may terminate this Agreement pursuant to Section 27.4.~~ for future Improvements not constructed as of the date of this Agreement. Concessionaire shall not be required to construct the Zip Line Tour in the event that (i) obtaining permits for any or all of the activities contemplated will require unduly expensive and/or time-consuming measures in parties' reasonable opinion, and/or (ii) circumstances beyond Concessionaire's control prevent its feasibility including but not limited to tree disease/insects, fire, and engineering requirements Concessionaire shall notify District in writing of its election not to construct the Zip Line Tour and shall specify the expensive and/or time-consuming measures which Concessionaire would have had to undertake or the circumstances beyond its control preventing completion. District shall then

indicate its agreement or disagreement with such reasons. Assuming both parties agree and in such event, all other applicable terms of this Agreement shall remain in effect.

~~4.2 Concessionaire shall construct and maintain, at its sole expense, a building to serve as a headquarters for Concessionaire's operations (the "Concession Building"), including construction of paths for ingress and egress, and connections to water and sewer, electric, and communications infrastructure. Notwithstanding the foregoing, Concessionaire may decide to forego domestic water and sewer services for the Concession Building if permitted by applicable building codes, provided that District may nonetheless require installation of fire sprinklers and connection of the Concession Building to a water supply for that purpose. The Concession Building shall be constructed generally in the location depicted in Exhibit "B", attached hereto. Concessionaire shall be solely responsible for staffing the Concession Building. Concessionaire may conduct retail sales in the Concession Building, but no employees, owners, or guests of Concessionaire shall be permitted to live in the Concession Building. Upon execution of this Agreement, Concessionaire shall use its best good faith efforts to submit all required documents and permit applications regarding the Concession Building to the respective agencies within 30 days. Thereafter, Concessionaire shall provide updates to District every 30 days concerning the status of the permitting process until Concessionaire has obtained all required permits, and shall continue diligently working toward completion of the Concession Building once permits are obtained. Concessionaire shall provide District with updated and/or as-built versions of all plans and drawings for the Concession Building.~~

~~4.3 Not later than the commencement of Concessionaire's operations, Concessionaire shall have completed: (i) striping of the NTRP upper parking lot in a pattern approved in writing by District; and (ii) paving the existing dirt road from the NTRP parking lot to the ramada area, as depicted in Exhibit "C" attached hereto. District acknowledges that Concessionaire's obligation to pave of the existing dirt road is contingent upon Concessionaire's ability to engineer and construct, at a reasonable cost, a portion of the Tour of the Trees activity in such a manner as to make it accessible to wheelchair participants. In the event that the dirt road is not paved, 6.2~~ Concessionaire shall prepare a plan for evacuating injured persons. Such plan shall be submitted to District for approval and shall address access when there is snow on the ground. District shall work collaboratively with the Concessionaire during the development of a plan for evacuating injured and/or other patrons from activities provided such plan does not depend on District operations or staff. District shall not unreasonably withhold site access or improvements necessary to accommodate evacuation. District shall not be responsible for any costs associated with the development and implementation of the evacuation plan unless first approved by District in writing in its sole discretion.

~~4.4~~6.3 Concessionaire shall not commence ~~the improvements set forth in Section 4.3 or construction of the Challenge Courses, Tour of the Trees course, or the~~

~~Concession Building~~any new Improvements until: (i) the plans ~~therefor~~therefore have been approved by District; (ii) Concessionaire has obtained all construction permits and other permits as may be required by Placer County, the Tahoe Regional Planning Agency, and any other government agency with jurisdiction; and (iii) Concessionaire has paid all fees imposed by Placer County, the Tahoe Regional Planning Agency, and any other government agency with jurisdiction. Concessionaire shall complete the ~~improvements set forth in Section 4.3 and construct the Challenge Courses, Tour of the Trees course, and the Concession Building~~Improvements in compliance with all applicable building codes, laws, regulations, and other governmental requirements, as well as the Association for Challenge Course Technology's ("ACCT's") installation standards (~~with regard to the Challenge Courses and Tour of the Trees course only~~if applicable), provided that to the extent ACCT standards conflict with governmental requirements Concessionaire shall comply with the governmental requirements. ~~Concessionaire's construction and attachment designs and techniques shall be substantially as set forth in Concessionaire's "Challenge Course Proposal" submitted to District on March 2, 2015.~~

4.56.4 Concessionaire shall ensure that all construction activities contemplated herein which are required by law to be performed by licensed contractors are performed by contractors possessing valid California general and/or specialty contractor's licenses, as applicable.

4.66.5 In connection with the construction of the ~~improvements contemplated hereunder~~Improvements, Concessionaire shall relocate any displaced holes of the existing disc golf course within NTRP to locations within NTRP satisfactory to District. ~~Notwithstanding the foregoing, if approval can be obtained from the United States Forest Service for the relocation of the holes on Forest Service land, Concessionaire~~District shall be responsible for ~~obtaining any permits and approvals required from the Forest Service in order to relocate these holes, including completion of such applications as may be required. Concessionaire shall pay the fees for the initial permit for the relocation of the holes, and any annual fees for the permit charged thereafter during the term of this Agreement.~~coordinating public outreach and user group coordination, if any, deemed necessary by District for such relocations.

4.76.6 During construction of ~~the Challenge Courses~~any Improvements, District shall provide space within NTRP for Concessionaire to store up to three large storage containers in which to store tools, materials, and supplies and to serve as a primary work location. The space shall be as near as practical to existing electric service and shall be capable of receiving deliveries. Concessionaire shall arrange and pay for container rentals and temporary electric service at its own expense.

4.86.7 During Concessionaire's operations hereunder District shall make available, ~~in its corporate yard~~a mutually agreed upon space in or adjacent to the NTRP, a space approximately 30' by 30' in size for Concessionaire to store maintenance ~~supplies such as spools of cable, wood, and rope~~and building

supplies, excluding any hazardous or dangerous materials, as well as a space for a single maintenance vehicle. Concessionaire shall be responsible for maintaining this space and keeping it in a neat and organized condition. District acknowledges the space must be near a regularly plowed area to allow for winter access. Concessionaire may install a fence around such space at its own expense, provided that the design and location of the fence is approved by District. ~~Alternatively,~~The space may contain shipping/storage container/s with the exterior appearance to be jointly determined by District and Concessionaire. Concessionaire may ~~request that District make available a space of similar size within NTRP,~~store a small quantity of fuel, for hand tools/portable generators, in Department of Transportation approved containers and locked in a fire-proof, flammable liquid storage cabinet in conformance with Occupational Safety and Health Administration standards and all other applicable laws.

6.8 District agrees to work collaboratively to support Concessionaire's efforts to enhance internet connectivity to the Concession Building. District shall endeavor to make its information technology personnel available as a technical resource (but not for on-going operations and maintenance) to support this effort. District shall not unreasonably withhold site access or improvements necessary to accommodate enhanced internet connectivity to the Concession Building. However, in no event shall District be responsible for any costs, excluding staff time, associated with implementation of this effort unless first approved by District in writing in its sole discretion.

57. Americans With Disabilities Act Compliance:

~~5.17.1~~Concessionaire shall comply with all applicable requirements of the Americans with Disabilities Act in designing, constructing, and operating the facilities described hereinImprovements.

~~5.27.2~~If existing elements or facilities within NTRP, including without limitation restroom facilities, either required improvements prior to the effective date of this Agreement in order to comply with the Americans with Disabilities Act (ADA) or would have required improvements at some point regardless of this Agreement, District shall be solely responsible for the cost of such improvements.

~~5.37.3.~~If improvements to existing elements or facilities within NTRP, including without limitation restroom facilities, are required in order to comply with the Americans with Disabilities ActADAas a result of Concessionaire's operations or construction of improvements pursuant to this Agreement, Concessionaire shall be solely responsible for the cost of such ADA-related improvements. Concessionaire and District shall meet and confer concerning the scope and projected cost of such ADA-related improvements, which shall be performed by District staff or contractors retained by District. If the cost of the ADA-related improvements set forth in this subsection are unduly expensive, as reasonably determined by Concessionaire, Concessionaire may elect not to proceed with the Concessionaire's improvements.

68. Maintenance Obligations:

~~6.1~~ Concessionaire shall be solely responsible for maintaining the ~~Challenge Courses, Tour of the Trees course, Concession Building, and the existing par course~~ Improvements. In addition, Concessionaire shall keep free of litter the areas of its operations within NTRP, plus an area extending outward two hundred feet (200') in every direction therefrom, ~~as well as the area near the existing "par course".~~ ~~Concessionaire shall inspect the restroom facilities as necessary to ensure a high degree of cleanliness, and shall clean the upper restrooms not less than once per day.~~ Concessionaire shall be solely responsible for snow removal in: (i) ~~the areas paved pursuant to Section 4.3;~~ (ii) ~~around the Concession Building;~~ and (iii) ~~on such trails in the vicinity of Concessionaire's operations as directed by District to the extent necessary to keep them clear for Concessionaire's~~ necessary to conduct its operations. Concessionaire shall fulfill its obligations under this ~~paragraph~~ section at its sole expense. The District, in its reasonable discretion, may help remove and/or groom snow in order to assist Concessionaire with its operations.

~~6.2~~ Upon completion of the paving and striping improvements set forth in Section 4.3, ~~District shall assume responsibility for maintenance of the paved and striped areas, including snow removal in the upper parking lot, but excluding snow removal from the areas in which Concessionaire is responsible for snow removal pursuant to Section 6.1.~~

79. Documents to be Provided to District: ~~On a quarterly basis, or more frequently as~~ As requested by District, Concessionaire shall provide District with copies of any daily or weekly notes and/or other operational documents reflecting the condition of the ~~facilities described herein~~ Improvements or weather conditions. District acknowledges that such documents may represent trade secrets of Concessionaire, and shall protect them from disclosure to the extent permitted by law.

810. Care of Trees: Concessionaire ~~shall obtain written approval from District prior to removing any tree or branch, whether during construction activities, maintenance activities, or otherwise~~ is responsible for health and maintenance of trees utilized in the Improvements or immediately surrounding the Improvements to the extent that tree failure would impact the Improvements or their safe operations. Concessionaire shall obtain a written report from a ~~consulting~~ licensed, third party arborist not less frequently than once every ~~two~~ three years during the term of this Agreement regarding the health of the trees in and around the area used by Concessionaire for its operations, provided that Concessionaire shall provide District with advance notice of each inspection by ~~a consulting~~ the arborist and shall allow District staff to accompany the ~~consulting~~ arborist. Concessionaire shall comply with all recommendations in each arborist's report except to the extent such recommendations are inconsistent with any provision of this Agreement. Concessionaire shall provide District with a copy of each report.

District shall work with Concessionaire in the disposal of tree debris, including limbed tree trunks in up to six (6) feet segments, branches not to exceed six (6) foot wide span and twenty (20) foot length as well as any additional smaller tree debris. District shall provide

a haul-away green waste disposal service up to two times a year, in the spring and fall. Concessionaire shall collect tree debris in a mutually agreed upon space up to three weeks prior to the disposal date. Tree debris collected outside of the spring and fall disposal is discouraged and shall only occur with written approval from District.

911. District Resident Discount: Concessionaire shall provide residents with proof of District residency a ten percent (10%) discount from the lowest non-discounted price available to the public for each of Concessionaire's services or activities, or another discount as agreed upon by District. District may include this information on its website and in District resident newsletters.

4012. Payment to District: In consideration of the rights granted to Concessionaire hereunder, Concessionaire shall provide District with a share of Concessionaire's revenues as set forth below. For purposes of Sections ~~10.1 and 10.2~~ 12.1, Concessionaire's "Gross Revenues" shall be the actual and total fees charged and/or revenues received by Concessionaire from all operations and activities permitted hereunder, including without limitation activities, merchandise, and the sale of photographs, but not including sales tax, North Lake Tahoe Tourism Business Improvement District (TBID) fees and assessments, or any amounts collected pursuant to Section ~~40.3~~ 12.2, and before any charges or deductions for charge or credit cards, regardless of where or how payment was made. Gross Revenues shall not include any deduction for equipment repairs or other costs of operation, but may reflect rate reductions that occur from the provision of the discount described in Section ~~9~~ 11.

~~10.1 For each calendar year during the Initial Term (excluding 2015, during which no payment shall be required), Concessionaire shall pay to District a sum equal to the greater of: (i) \$35,000; or (ii) a share of Concessionaire's Gross Revenues in each calendar year, consisting of: (a) six percent (6%) of the first \$600,000 in Gross Revenues, plus (b) eight percent (8%) of the next \$400,000 in Gross Revenues, plus (c) ten percent (10%) of the next \$1 million in Gross Revenues, plus (d) fifteen percent (15%) of all Gross Revenues in excess of \$2 million in a calendar year.~~

~~10.2~~ 12.1 For each calendar year ~~during the First Renewal Term~~, Concessionaire shall pay to District a sum equal to the greater of: (i) \$42,500; or (ii) a share of Concessionaire's Gross Revenues in each calendar year, consisting of: (a) six percent (6%) of the first \$600,000 in Gross Revenues, plus (b) eight percent (8%) of the next \$400,000 in Gross Revenues, plus (c) ten percent (10%) of the next \$1 million in Gross Revenues, plus (d) fifteen percent (15%) of all Gross Revenues in excess of \$2 million in a calendar year.

~~40.3~~ 12.2 In addition to the foregoing, ~~during the Initial Term and except as otherwise provided herein~~, Concessionaire shall pay to District \$~~55.00~~ 55.00 for each person using any of the ~~Challenge Courses, Tour of the Trees course, Phase II Activities (if approved), or participating in a school group program or other group program, except as provided herein~~. Improvements, provided, however, a single per-person charge may be charged to an individual using multiple Improvements

on a single day. No such charge shall be required for school groups from schools within District's boundaries, or for other groups for which District has approved waiving the charge, in advance and in writing. ~~During the First Renewal Term this amount shall be increased to \$7 per person.~~ District shall allow any person with a ~~receipt~~reservation showing payment to Concessionaire for an activity to ~~enter park within~~ NTRP without charge on the date shown for the activity on the receipt, provided that District shall not be obligated to offer refunds to persons who pay to ~~enter park within the~~ NTRP and subsequently participate in an activity with Concessionaire. Concessionaire shall ~~not be required to pay District~~be credited towards the fee described in this ~~paragraph~~subsection in an amount equal to the NTRP parking fee for an individual or one person per group, upon presentation to Concessionaire of a receipt showing payment of the NTRP ~~entry parking~~ fee on that ~~day~~date. Concessionaire shall maintain records reflecting how many times per day and per month this fee is waived due to presentation of a receipt for NTRP ~~entry parking~~. District may pursue an automated parking management system for NTRP or other parking management improvements. Prior to implementation, District and Concessionaire shall work cooperatively to ensure Concessionaire users and vehicles are represented in the management system and that a customer is not charged both a parking fee and the fee set forth in this Section 12.2. District shall endeavor to ensure implementation of a parking management system does not unreasonably burden Concessionaire's operations and reservation processes. Commencing on the earlier of Concessionaire's completion of the Zip Line Tour, or on June 1, 2025, the fee set forth in this Section 12.2 shall be increased to \$7.00.

~~10.4 During the Initial Term~~ 12.3 Concessionaire shall pay District the amounts owed pursuant to this Section ~~10 by making payments each year as follows, commencing in 2016: \$3,500 not later than June 5th, \$8,750 not later than July 5th, \$8,750 not later than August 5th, \$8,750 not later than September 5th, and \$5,250 not later than October 5th.~~ ~~During the First Renewal Term Concessionaire shall pay District the amounts owed pursuant to this Section 10~~ 12 by making payments each year as follows: \$5,000 not later than June 5th, \$10,000 not later than July 5th, \$10,000 not later than August 5th, \$10,000 not later than September 5th, and \$7,500 not later than October 5th. In addition, when and if in a given calendar year the amount calculated pursuant to part (ii) of Section ~~10.1 exceeds \$35,000, or the amount calculated pursuant to part (ii) of Section 10.2~~ 12.1 exceeds \$42,500, Concessionaire shall commence making monthly payments to District, not later than the 15th day of each month, reflecting Concessionaire's Gross Revenues from the preceding month. To the extent that the cumulative payments made by Concessionaire for a given calendar year (i.e. payments made through January 5th of the following year) have not paid District the amounts due hereunder, Concessionaire shall make an additional payment not later than February 5th of the following year.

~~10.5 Prior to the commencement of the Second Renewal Term, District and Concessionaire shall meet and confer regarding the payment structure to be used during the Second Renewal Term.~~

~~40.6~~12.4 Concessionaire shall keep accurate accounts of its gross income from each activity operated pursuant to this Agreement, including ~~written~~ receipts for each transaction. Concessionaire's recordkeeping and accounting methods shall be satisfactory to District in District's reasonable discretion, and all records shall be retained for a period of three years following expiration of this Agreement. Each payment to District must be accompanied by documentation of customer payments acceptable to District, and an accounting statement from the period for which payment is made. All voided receipts shall be accounted for, and there shall be no duplication of receipt numbers. ~~By~~Upon request of the District and no earlier than February 5th of each year during the term hereof, Concessionaire shall provide to District a consolidated financial statement representing Concessionaire's operations for the preceding calendar year pursuant to this Agreement.

~~40.7~~12.5 All payments shall be in the form of business check or cashier's check, payable to the North Tahoe Public Utility District. In the event a check is not honored or Concessionaire otherwise fails to timely pay any amount due under this Agreement the unpaid amount shall bear interest at the rate of 12% per annum. All payments must be postmarked by the dates set forth in Section ~~40.4~~12.3, and time is of the essence for purposes of all payments due pursuant to this Agreement.

~~44~~13. **District's Right to Audit Concessionaire:** District shall have the right at any time and from time to time to audit all of the books of account, documents, records, returns, papers and files of Concessionaire relating to revenues, sales, services, income and business transacted or other matters which in any way relate to the fees payable hereunder or the determination thereof of Concessionaire's ~~gross-revenues~~Gross Revenues, and, on request by District, Concessionaire shall make all such matters available at reasonable times for examination. If District should have an audit made which reveals an underpayment by Concessionaire to District of five percent (5%) or more, Concessionaire shall immediately pay to District the cost of such audit as well as its additional fees payable by Concessionaire to District plus interest at the rate of 12% from the date(s) the payments should have been made; otherwise, the cost of such audit shall be paid by District.

~~42~~14. **Nonexclusive Concession:** The concession or rights herein granted to Concessionaire to operate a business from District owned or controlled property are nonexclusive, provided that District shall not grant to any third party any right to use the ~~Challenge Courses, Tour of the Trees course, or the Concession Building~~Improvements. In the event of a conflict between the concessions of Concessionaire and any other concessionaire, District shall have the right to resolve such conflict or dispute and its determination shall be binding upon Concessionaire.

~~43. Phase 2 Activities: District acknowledges that Concessionaire has proposed to construct one or more zip line course and one or more tree climbing courses (collectively, the "Phase 2 Activities"). District shall cooperate with Concessionaire in evaluating potential locations for the Phase 2 Activities, but reserves the right to specify a location~~

~~for the Phase 2 Activities, or to withhold consent for construction and operation of the Phase 2 Activities. Concessionaire shall not construct or operate the Phase 2 Activities without District's written consent, nor shall Concessionaire construct or operate the Phase 2 Activities in a location other than that approved by District.~~

~~**14. Operations Plan:** Concessionaire shall maintain an updated operations and maintenance plan for its operations hereunder, and shall provide District with copies of any updates to the plan. The initial operations plan is attached as Exhibit "C" to this Agreement. Concessionaire shall submit for District's approval a maintenance plan for all structures and improvements constructed by Concessionaire pursuant to this Agreement. Once approved by District in writing, the maintenance plan shall be deemed incorporated herein and attached to Exhibit "C".~~

15. Operations and Safety Plan: Concessionaire shall ~~also~~ maintain an updated operations and safety plan for its operations and improvements hereunder and shall provide District with updated copies of this plan upon request. The initial operations and safety plan is attached as Exhibit "~~D~~"B" to this Agreement. Concessionaire ~~shall provide District with copies of any updates to the safety plan. Concessionaire shall have appropriate safety equipment on the site at all times during its operations, and shall have at least one employee trained in CPR and First Aid on duty at all times during its operations. Concessionaire shall supervise and administer the usage and~~ safety condition of all equipment used in connection with ~~Concessionaire's~~the Concessionaire's operations hereunder. ~~Except for the Tour of the Trees course, concessionaire shall use a continuous belay system for users of all elevated activities and shall require the use of full body harnesses and helmet for participants in all such activities.~~Concessionaire shall use life safety systems and personal protective equipment in compliance with governmental requirements and standards which oversee its industry.

16. Use of Premises and Risk of Loss: Concessionaire's use of NTRP shall be limited to the purposes set forth herein, and Concessionaire shall have a license to use portions of NTRP only for such purposes. District shall not be responsible for any loss or damage to the ~~Challenge Courses, Tour of the Trees course, Concession Building, Phase 2 Activities~~Improvements, or any other improvements erected by Concessionaire or property belonging to Concessionaire, and Concessionaire waives all claims against District and its officers and employees for, and shall hold District and its officers and employees harmless for, all such losses or damage. Concessionaire expressly waives the protection of Section 1542 of the California Civil Code, and expressly waives and releases any rights or benefits arising thereunder with respect to this ~~paragraph~~section. Section 1542 states:

~~"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."~~

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT

TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Concessionaire acknowledges that it is aware that it may hereafter discover facts different from, or in addition to, those which were known to it with respect to the matters released pursuant to this ~~paragraph~~section, and Concessionaire agrees that the releases given herein shall be, and remain in effect as, full and complete releases of such claims notwithstanding any such different or additional facts.

17. Compliance with Applicable Law; Fees and Permits: Concessionaire shall comply with all applicable federal, state, county, and Tahoe Regional Planning Agency statutes, regulations, and requirements. Concessionaire shall procure and maintain, at its expense, the appropriate business licenses and all appropriate permits for its operations pursuant to this Agreement.

18. Press Releases/Advertising: All press releases by Concessionaire to any communication media regarding its operations hereunder must be first approved by the District, in its reasonable discretion.

Concessionaire and District shall endeavor to collaborate in the promotion of the activities offered by Concessionaire and the facilities owned by District, provided that neither party shall be obligated to make any expenditures to promote the activities or facilities of the other party. The parties shall strive to ensure that all marketing programs are consistent with the use of the NTRP as a family-friendly, publicly accessible recreational venue. District may require Concessionaire to remove or modify any marketing materials inconsistent with this Section. Both parties shall not use each other's logo, name, or other intellectual property without written permission except for purposes of locational identification and navigation.

19. Signs: All advertising signs placed by Concessionaire at any location within NTRP shall be subject to prior approval by District, and shall comply with all applicable governmental regulations. Concessionaire shall comply with all Placer County wayfinding sign standards for signs installed outside NTRP. Concessionaire shall post a sign at the Concession Building stating that its operation is conducted under a concession agreement with the North Tahoe Public Utility District. The sign shall include the address and telephone number of District.

20. Handling of Complaints: In the event that ~~District~~either party receives complaints about ~~Concessionaire's~~a party's operations impacting the other party during the term of this ~~agreement~~Agreement, such complaints shall be forwarded to ~~Concessionaire~~the other party. Concessionaire and District shall then meet and confer as to how such complaint or complaints should be handled. Concessionaire shall fully explain any such complaints received, and where appropriate, take action to rectify same. District shall endeavor to fully explain any such complaints received, and where appropriate, take action to rectify same.

21. Insurance Requirements: Concessionaire shall not commence operations pursuant to this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section. District may require increased and/or amended insurance coverage as a condition of agreeing to the First Renewal Term and/or Second Renewal Term.

21.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions of the Agreement, Concessionaire shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. District may require the policy limits and/or types of insurance furnished by Concessionaire to be increased at Concessionaire's expense at the end of the Initial Term and/or First Renewal Term if District determines that such additional insurance is required in order to comply with best practices and/or to adequately protect District.

- a. Commercial General Liability: Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.
- b. Excess Liability Insurance: Excess Liability insurance, covering bodily injury and property damage for all activities shall be in an amount of not less than ~~\$10,000,000~~ \$5,000,000 combined limit for each occurrence.
- c. Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

21.2 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to District for approval.

- a. The policy or policies of insurance required by Sections 21.1.a, (Commercial General Liability), and 21.1.b (Excess Liability) shall be endorsed to include as additional insureds District, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010 or another date acceptable to District.
- b. The policy or policies of insurance required by Section 21.1.c, Workers' Compensation, shall be endorsed to provide a waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

21.3 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by District, its officials, employees, and/or agents shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

21.4 Waiver of Subrogation. Required insurance coverages shall not prohibit Concessionaire from waiving the right of subrogation prior to a loss. Concessionaire shall waive all subrogation rights against District, its officials, employees, and/or agents. Policies shall contain or be endorsed to contain such provisions.

21.5 Deductible. Any deductibles or self-insured retentions must be declared to and approved in writing by District.

21.6 Evidence of Insurance. Concessionaire, concurrently with the execution of this Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either copies of the required policies, or original certificates and endorsements on forms approved by District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. ~~At least fifteen (15) days prior~~Prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or reduced, Concessionaire shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

21.7 Failure to Maintain Coverage. Concessionaire agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. Concessionaire shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

21.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

22. Indemnity: To the fullest extent permitted by law, Concessionaire shall defend, indemnify and hold District, its directors, officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to: (i) any acts, errors or omissions, or willful misconduct of Concessionaire, its officials, officers,

employees, and/or customers (the "Indemnified Parties") in connection with Concessionaire's operations or exercise of its rights under this Agreement; and/or (ii) Concessionaire's breach of its obligations under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and reasonable attorneys' fees and other related costs and expenses. Concessionaire shall defend, with counsel of District's choosing that shall be billed at a reasonable panel counsel rate and at Concessionaire's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this ~~paragraph~~section that may be brought or instituted against the Indemnified Parties. Concessionaire shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnified Parties as part of any such claim, suit, action or other proceeding. Concessionaire shall also reimburse District for the cost of any settlement paid by any of the Indemnified Parties as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Indemnified Parties' reasonable attorney's fees and costs, including expert witness fees. Concessionaire shall reimburse the Indemnified Parties for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Concessionaire's obligations hereunder shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

23. Possessory Interest Tax: Concessionaire hereby recognizes and understands that this Agreement may create a possessory interest subject to taxation pursuant to California Revenue & Taxation Code Section 107 et seq, and that Concessionaire may be subject to the payment of taxes levied on such interest. Any such imposition of a possessory interest tax shall be a tax liability of Concessionaire solely, notwithstanding any provision of this Agreement to the contrary. In addition, Concessionaire shall pay any personal property taxes that may become due for equipment, fixtures, inventory, or other personal property installed, maintained, or present within the NTRP.

24. Responsible Managing Person: Concessionaire shall designate a responsible managing person who shall be at the NTRP as required. The continued or chronic absence of a responsible managing person shall be grounds for termination of this Agreement.

25. Interaction with District Employees: Concessionaire shall not make any offers to District employees in acknowledgement of services rendered or actions performed in the course and scope of their employment that are not available to the general public. District employees shall not concurrently be employed by Concessionaire and are not allowed to accept any compensation from Concessionaire.

26. Completeness and Amendments: This Agreement sets forth the entire understanding of the Concessionaire and the District relating to the subject matter referred to herein and no representations or warranties are made by the Concessionaire and the District. This Agreement may be modified only in a writing signed by both parties. Upon request from either party hereto, the parties shall meet and discuss any impacts or issues arising out of this Agreement.

27. Termination and Expiration:

27.1 In the event of any breach of this Agreement by Concessionaire, District shall provide written notice to Concessionaire of the breach. Concessionaire shall have 30 days from the date of the notice to work diligently towards a reasonable and commercially practicable cure of all such breaches, or such longer period as may be reasonably necessary in the event that the cure of a breach requires obtaining a permit or regulatory approval that cannot realistically be obtained within 30 days. In the event Concessionaire fails to work diligently and cure all breaches, District may terminate this Agreement ~~as follows: (i) In the event that Concessionaire has not cured all breaches District may terminate this Agreement~~ without penalty by written notice to Concessionaire specifying the effective date of the termination, which shall be not less than 90 days from the date of the notice; ~~(ii) District may.~~ Upon termination, in this subsection, District may take ownership of any or all of the Improvements and may require Concessionaire to remove at its sole expense any improvements or materials not desired by District. Concessionaire acknowledges that District's rights pursuant to this subsection constitute a portion of the consideration to District for entering into this Agreement.

27.2 Prior to the completion of the Zip Line Tour, District may further terminate this Agreement without penalty upon a sale by Jesse Desens of a majority interest or controlling interest in Concessionaire, or upon Jesse Desens's withdrawal from active involvement in Concessionaire's operations hereunder, in which case District shall provide written notice to Concessionaire specifying the effective date of the termination, which shall ~~be~~ be not less than 90 days from the date of the notice

. This Section 27.2 shall be of no further force or effect if Concessionaire is unable to construct the Zip Line Tour as provided by Section 6.1 or Section 7.3. Upon: ~~(i) a termination of this Agreement by District pursuant to part (i) of under this Section 27.1; or (ii) a termination of this Agreement by District pursuant to part (ii) of Section 27.1, District may take ownership of any or all of the improvements installed by Concessionaire pursuant to this Agreement~~ Improvements, and may require Concessionaire to remove at its sole expense any improvements or materials not desired by District. (excluding the Concession Building). District shall pay Concessionaire fair market value of the Concession Building, as determined by an independent appraisal paid for by District which takes into account the value of the structure only and assigns no value to the land underneath. Concessionaire acknowledges that District's rights pursuant to this subsection constitute a portion of the consideration to District for entering into this Agreement.

27.3 Upon expiration of this Agreement, including a failure ~~by District~~ to agree to the First Renewal Term or Second Renewal Term, Concessionaire may remove and retain any of the ~~improvements~~ Improvements it has installed (excluding the Concession Building), ~~and.~~ If Concessionaire elects not to do so, District may ~~either take ownership of any or all of the remaining improvements (including the Concession Building) or~~ Improvements, and may require Concessionaire to

remove at its sole expense any improvements or materials not desired by District. ~~Concessionaire acknowledges that District's rights pursuant to this paragraph constitute a portion of the consideration to District for entering into this Agreement. (excluding the Concession Building).~~ 27.3 Upon a termination of this Agreement by District, District shall pay Concessionaire the fair market value of the Concession Building, as determined by an independent appraisal paid for by District which takes into account the value of the structure only and assigns no value to the land underneath. Concessionaire acknowledges that District's rights pursuant to this subsection constitute a portion of the consideration to District for entering into this Agreement.

~~27.4 Concessionaire may terminate this Agreement without penalty in the event that obtaining permits for any or all of the activities contemplated will require unduly expensive and/or time-consuming measures, provided that such termination shall occur, if at all, prior to commencement of construction of the Concession Building, any Challenge Courses, or the Tour of the Trees course. Concessionaire shall notify District in writing of its election to terminate this Agreement and shall specify the expensive and/or time-consuming measures which Concessionaire would have had to undertake.~~

28. Notices: All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Concessionaire: Headwall Corporation
P.O. Box 6687
Tahoe City, CA 96145
ATTN: Jesse Desens

District: North Tahoe Public Utility District
PO Box 139
Tahoe Vista, CA 96148
ATTN: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

29. Attorney's Fees: If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

30. Governing Law and Venue: This Agreement shall be governed by and interpreted according to the laws of the State of California. Any action to interpret or

enforce this Agreement shall be brought and maintained in the Placer County Superior Court.

31. Assignment: Concessionaire ~~shall~~may not convey, assign, sublet, license, hypothecate, ~~or encumber or otherwise~~ transfer, ~~either directly or by operation of law or dispose of (collectively "Transfer")~~, this Agreement ~~or any interest herein, in whole or in part, and whether voluntarily or involuntarily~~, without ~~the District's~~ prior written consent ~~of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.~~ Any dissolution, merger, consolidation, or other reorganization of Concessionaire, any sale or other transfer or change in ownership or control of any of the capital stock or other capital or equity interests in either or both of them, or any sale or transfer of fifty percent (50%) or more of the value of the assets of either or both of them shall be deemed a Transfer of this Agreement. Any Transfer or attempted Transfer of this Agreement without the District's consent will be a material breach of this Agreement and, at the District's option, will be null and void. If Concessionaire shall wish to Transfer this Agreement, it shall notify District in writing and provide District with the name of the proposed transferee as well as information related to the transferee's financial, managerial and operational capability and history, including without limitation, a description of any legal or financial problems experienced by the transferee in performing similar services. If such information is sufficient in the reasonable judgment of District, then it shall consider the proposed Transfer and while District shall not be required to consent to such Transfer, District's consent to Transfer will not be unreasonably withheld. District shall be entitled to such certificates, opinions of counsel and other documents attesting to the authorization, and acceptance by the transferee, of the obligations of Concessionaire hereunder together with other assurances which are reasonably required in connection with transfers of similar agreements including, without limitation, acceptance by the transferee of the provisions of all of the terms and conditions of this Agreement. Concessionaire shall reimburse District for its reasonable, actual costs in reviewing and considering a Transfer in an amount not-to-exceed Seventeen thousand five hundred Dollars (\$17,500). In all cases, the District's consent to any Transfer shall be expressly conditioned upon payment of the District's costs, and costs shall be paid prior to the effective date of any Transfer. This section does not limit or abrogate District's rights under Section 27.2 or other provisions of this Agreement.

32. Construction: Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Concessionaire include all personnel, employees, and agents of Concessionaire, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, and agents except as otherwise specified in this Agreement. The captions of the various ~~articles and paragraphs~~sections and subsections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

33. Waiver: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

34. No Third-Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the parties.

35. Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

36. Prohibited Interests: Concessionaire warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for ~~Concessionaire~~, Concessionaire, to solicit or secure this Agreement. Further, Concessionaire warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Concessionaire, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

37. Equal Opportunity: Concessionaire represents that it is an equal opportunity employer and provider of services and it shall not discriminate against any customer, employee, or applicant for employment because of race, religion, color, national origin, ~~handicap~~disability, ancestry, ~~sex or age~~genetic information, marital status, gender, gender identity, gender expression, sexual orientation, military or veteran status, sex, age, or any other legally protected class or characteristic. Such non-discrimination shall include, but not be limited to, all activities related to Concessionaire's services, employment, demotion, transfer, recruitment, layoff or termination.

38. Authority to Execute Agreement: Concessionaire has all requisite power and authority to conduct its business and to execute, deliver, and perform 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 bind each respective party.

39. Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original.

40. Subcontracting: Concessionaire shall not subcontract any portion of the operations contemplated by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

41. Casualty: Concessionaire shall notify District in writing within three (3) days of any substantial damage to the Improvements resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Improvements are damaged by a Casualty to the extent that Concessionaire cannot reasonably conduct its operations, either party may terminate this Agreement with notice to the other party. In the event of termination under this section, Concessionaire may remove and retain any of the remaining Improvements. If Concessionaire elects not to do so, District may retain any remaining Improvements or may require Concessionaire to remove any remaining Improvements and return the area to its preexisting condition. If neither party terminates the Agreement, Concessionaire shall, at its sole cost and expense, promptly and diligently restore such areas and the Improvements to allow resumption of operations and to reasonably the same condition as existed before the Casualty, except for modifications required by building codes and other laws or as required due to the impacts of the Casualty. During the period of such repair, Concessionaire's minimum payment in Section 12.1 shall not be owed until operations commence. Concessionaire's failure to promptly and diligently restore and reconstruct the Improvements shall be a material breach of this Agreement.

CONCESSIONAIRE

By: _____ Date: _____
[must be chairman, president, or vice president]

By: _____ Date: _____
[must be secretary or chief financial officer]

DISTRICT

By: _____ Date: _____
~~Duane Whitelaw~~ Bradley A. Johnson, General Manager/CEO

~~Reviewed by: _____~~
~~Tracey Towner, Parks and Facilities Manager~~

~~Date: _____~~

Approved as to Legal Form:

District General Counsel

Date: _____

North Tahoe Public Utility District
Headwall Corporation Concession at the North Tahoe Regional Park

Exhibit A

Locations of ~~Challenge Courses and Tour of the Trees Course~~Current
Improvements

**North Tahoe Public Utility District
Headwall Corporation Concession at the North Tahoe Regional Park**

Exhibit B

~~Location of Concession Building~~

~~North Tahoe Public Utility District
Headwall Corporation Concession at the North Tahoe Regional Park
Exhibit C
Areas to be Paved~~

~~North Tahoe Public Utility District~~
~~Headwall Corporation Concession at the North Tahoe Regional Park~~
~~Exhibit D~~
Operations and Safety Plan

~~North Tahoe Public Utility District~~

~~Headwall Corporation Concession at the North Tahoe Regional Park~~

~~Exhibit E~~

~~Safety Plan~~

Summary report: Litera Compare for Word 11.3.0.46 Document comparison done on 10/4/2023 10:20:50 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: NTPUD Concession Agreement 100815.docx	
Modified filename: Amended and Restated NTPUD Concession Agreement (draft August 2023 - Headwall Updates) - District Updates September 29 2023.docx	
Changes:	
<u>Add</u>	198
Delete	192
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	390

**NORTH TAHOE PUBLIC UTILITY DISTRICT
NORTH TAHOE REGIONAL PARK CONCESSIONAIRE SERVICES AGREEMENT**

This Concessionaire Services Agreement ("Agreement") is entered into on this _____ day of _____, 2015, between the North Tahoe Public Utility District ("District") and Headwall Corporation, a California corporation ("Concessionaire").

This Agreement, together with the exhibits attached hereto, which are hereby incorporated herein by reference, sets forth the entire understanding of the Concessionaire and the District relating to the subject matter referred to herein and supersedes any prior representations or understandings made by either party.

WHEREAS, District owns and operates North Tahoe Regional Park ("NTRP"), which is located at 6600 Donner Road in Tahoe Vista, CA; and

WHEREAS, Concessionaire desires to operate a challenge course concession based out of NTRP;

NOW, THEREFORE, District and Concessionaire agree as follows:

1. Description of Permitted Concession Activities: Concessionaire shall construct (where applicable) and operate, with a sufficient number of employees, the following activities within NTRP, with the design and location of each subject to District's approval as provided herein:

- a. A maximum of 10 elevated "challenge courses" consisting of platforms constructed near or affixed to trees, connected by various types of bridges, offering varying difficulty levels, and/or low-elevation "challenge courses" with elements and props, not primarily affixed to trees (the elevated and low-elevation courses collectively, the "Challenge Courses"). District acknowledges that tree health, presence of other activities, and other design changes may be needed that could reduce the number of courses.
- b. One "Tour of the Trees" course which is less physically demanding than the Challenge Courses and accessible to a wider variety of users, consisting of platforms with railings constructed near or affixed to trees, connected by bridges with railings.
- c. A holiday lights element to the "Tour of the Trees" to be offered each December in an effort to create a popular community event. Continuance of this event will be assessed by Concessionaire and District in the first quarter of each year.
- d. Programs for school groups that may be tied to curriculum, such as: (i) teaching about bridge and zip line design and construction; and (ii) exploring trees and the forest ecosystem, with a tree-climbing component, etc.
- e. Group programs using the elevated or low-elevation Challenge Courses.

- f. If approved by District, the Phase II Activities described in Section 13 herein.

2. Term of Agreement: Notwithstanding the date of execution of this Agreement, the term of this Agreement shall commence on July 1, 2015 and expire on December 31, 2022 (the "Initial Term"). If mutually agreed upon in writing by District and Concessionaire during the Initial Term this Agreement may be extended for an additional five years (the "First Renewal Term"), and if mutually agreed upon in writing by District and Concessionaire during the First Renewal Term this Agreement may be extended for a second five-year period (the "Second Renewal Term"), provided in both cases that District and Concessionaire shall first meet and confer regarding the impacts from Concessionaire's operations, the minimum payments to District, and such other issues as either party may wish to discuss, and that any changes to the terms set forth herein to take effect during the First Renewal Term or Second Renewal Term are memorialized in a written amendment to this Agreement executed by District and Concessionaire.

3. Operating Periods and Hours:

3.1 Concessionaire shall operate the facilities and programs listed in Section 1 herein in accordance with a schedule of operations approved in writing by District. The schedule shall generally call for year-round operation (with the exception of the holiday lights feature described in Section 1.f), although operations may be conducted less than seven days per week during non-summer months. Once the schedule is approved by District, any modifications to the schedule must be approved in writing by District, except for instances when weather or safety concerns necessitate closure. Notwithstanding the foregoing, District may require Concessionaire to close the potentially disruptive portion of its facilities for a portion of certain days in order to accommodate special events within NTRP such as weddings, and District shall provide Concessionaire with not less than 60 days' notice of such closures.

3.2 Concessionaire shall operate the facilities and programs listed in Section 1 herein in accordance with a daily schedule of operations approved in writing by District. Once the schedule is approved by District, any modifications to the schedule must be approved in writing by District, except for instances when weather or safety concerns necessitate closure.

4. Construction of Improvements:

4.1 Concessionaire shall obtain permits for, construct and maintain, at its sole expense, the Challenge Courses and Tour of the Trees course in the locations depicted in Exhibit "A", attached hereto, but previous to commencement of construction, District may modify such areas at any time by providing written notice to Concessionaire. Within 30 days after execution of this Agreement, Concessionaire shall submit to District project plans, specifications, and estimated timeline for project completion for District review and approval. Upon

District approval of plans, specifications, and timeline, Concessionaire shall use its best good-faith efforts to submit all required documents and permit applications regarding the Challenge Courses and Tour of the Trees course to the respective agencies within 30 days. Thereafter, Concessionaire shall provide updates to District every 30 days concerning the status of the permitting process until Concessionaire has obtained all required permits, and shall continue diligently working toward completion of the Challenge Courses and Tour of the Trees course once permits are obtained. Concessionaire shall coordinate with District for information required for permitting, and shall provide District with updated and/or as-built versions of all plans and drawings for the Challenge Courses and Tour of the Trees course. Based on previous experience with permitting similar activities within the Tahoe Basin, Concessionaire is not anticipating the requirement of an EIR or other similar expensive and time-consuming measures, but if such measures are required Concessionaire may terminate this Agreement pursuant to Section 27.4.

4.2 Concessionaire shall construct and maintain, at its sole expense, a building to serve as a headquarters for Concessionaire's operations (the "Concession Building"), including construction of paths for ingress and egress, and connections to water and sewer, electric, and communications infrastructure. Notwithstanding the foregoing, Concessionaire may decide to forego domestic water and sewer services for the Concession Building if permitted by applicable building codes, provided that District may nonetheless require installation of fire sprinklers and connection of the Concession Building to a water supply for that purpose. The Concession Building shall be constructed generally in the location depicted in Exhibit "B", attached hereto. Concessionaire shall be solely responsible for staffing the Concession Building. Concessionaire may conduct retail sales in the Concession Building, but no employees, owners, or guests of Concessionaire shall be permitted to live in the Concession Building. Upon execution of this Agreement, Concessionaire shall use its best good-faith efforts to submit all required documents and permit applications regarding the Concession Building to the respective agencies within 30 days. Thereafter, Concessionaire shall provide updates to District every 30 days concerning the status of the permitting process until Concessionaire has obtained all required permits, and shall continue diligently working toward completion of the Concession Building once permits are obtained. Concessionaire shall provide District with updated and/or as-built versions of all plans and drawings for the Concession Building.

4.3 Not later than the commencement of Concessionaire's operations, Concessionaire shall have completed: (i) striping of the NTRP upper parking lot in a pattern approved in writing by District; and (ii) paving the existing dirt road from the NTRP parking lot to the ramada area, as depicted in Exhibit "C" attached hereto. District acknowledges that Concessionaire's obligation to pave of the existing dirt road is contingent upon Concessionaire's ability to engineer and construct, at a reasonable cost, a portion of the Tour of the Trees activity in such a manner as to make it accessible to wheelchair participants. In the event

that the dirt road is not paved, Concessionaire shall prepare a plan for evacuating injured persons. Such plan shall be submitted to District for approval and shall address access when there is snow on the ground.

4.4 Concessionaire shall not commence the improvements set forth in Section 4.3 or construction of the Challenge Courses, Tour of the Trees course, or the Concession Building until: (i) the plans therefor have been approved by District; (ii) Concessionaire has obtained all construction permits and other permits as may be required by Placer County, the Tahoe Regional Planning Agency, and any other government agency with jurisdiction; and (iii) Concessionaire has paid all fees imposed by Placer County, the Tahoe Regional Planning Agency, and any other government agency with jurisdiction. Concessionaire shall complete the improvements set forth in Section 4.3 and construct the Challenge Courses, Tour of the Trees course, and the Concession Building in compliance with all applicable building codes, laws, regulations, and other governmental requirements, as well as the Association for Challenge Course Technology's ("ACCT's") installation standards (with regard to the Challenge Courses and Tour of the Trees course only), provided that to the extent ACCT standards conflict with governmental requirements Concessionaire shall comply with the governmental requirements. Concessionaire's construction and attachment designs and techniques shall be substantially as set forth in Concessionaire's "Challenge Course Proposal" submitted to District on March 2, 2015.

4.5 Concessionaire shall ensure that all construction activities contemplated herein which are required by law to be performed by licensed contractors are performed by contractors possessing valid California general and/or specialty contractor's licenses, as applicable.

4.6 In connection with the construction of the improvements contemplated hereunder, Concessionaire shall relocate any displaced holes of the existing disc golf course within NTRP to locations within NTRP satisfactory to District. Notwithstanding the foregoing, if approval can be obtained from the United States Forest Service for the relocation of the holes on Forest Service land, Concessionaire shall be responsible for obtaining any permits and approvals required from the Forest Service in order to relocate these holes, including completion of such applications as may be required. Concessionaire shall pay the fees for the initial permit for the relocation of the holes, and any annual fees for the permit charged thereafter during the term of this Agreement.

4.7 During construction of the Challenge Courses, District shall provide space within NTRP for Concessionaire to store up to three large storage containers in which to store tools, materials, and supplies and to serve as a primary work location. The space shall be as near as practical to existing electric service and shall be capable of receiving deliveries. Concessionaire shall arrange and pay for container rentals and temporary electric service at its own expense.

4.8 During Concessionaire's operations hereunder District shall make available in its corporate yard a space approximately 30' by 30' in size for Concessionaire to store maintenance supplies such as spools of cable, wood, and rope. Concessionaire may install a fence around such space at its own expense, provided that the design and location of the fence is approved by District. Alternatively, Concessionaire may request that District make available a space of similar size within NTRP.

5. Americans With Disabilities Act Compliance:

5.1 Concessionaire shall comply with all applicable requirements of the Americans with Disabilities Act in designing, constructing, and operating the facilities described herein.

5.2 If existing elements or facilities within NTRP, including without limitation restroom facilities, either required improvements prior to the effective date of this Agreement in order to comply with the Americans with Disabilities Act or would have required improvements at some point regardless of this Agreement, District shall be solely responsible for the cost of such improvements.

5.3. If improvements to existing elements or facilities within NTRP, including without limitation restroom facilities, are required in order to comply with the Americans with Disabilities Act as a result of Concessionaire's operations or construction of improvements pursuant to this Agreement, Concessionaire shall be solely responsible for the cost of such improvements. Concessionaire and District shall meet and confer concerning the scope and projected cost of such improvements, which shall be performed by District staff or contractors retained by District.

6. Maintenance Obligations:

6.1 Concessionaire shall be solely responsible for maintaining the Challenge Courses, Tour of the Trees course, Concession Building, and the existing par course. In addition, Concessionaire shall keep free of litter the areas of its operations within NTRP, plus an area extending outward two hundred feet (200') in every direction therefrom, as well as the area near the existing "par course". Concessionaire shall inspect the restroom facilities as necessary to ensure a high degree of cleanliness, and shall clean the upper restrooms not less than once per day. Concessionaire shall be solely responsible for snow removal in: (i) the areas paved pursuant to Section 4.3; (ii) around the Concession Building; and (iii) on such trails in the vicinity of Concessionaire's operations as directed by District to the extent necessary to keep them clear for Concessionaire's operations. Concessionaire shall fulfill its obligations under this paragraph at its sole expense.

6.2 Upon completion of the paving and striping improvements set forth in Section 4.3, District shall assume responsibility for maintenance of the paved and

striped areas, including snow removal in the upper parking lot, but excluding snow removal from the areas in which Concessionaire is responsible for snow removal pursuant to Section 6.1.

7. Documents to be Provided to District: On a quarterly basis, or more frequently as requested by District, Concessionaire shall provide District with copies of any daily or weekly notes and/or other operational documents reflecting the condition of the facilities described herein, weather conditions, the number of customers present, and other aspects of Concessionaire's operation. District acknowledges that such documents may represent trade secrets of Concessionaire, and shall protect them from disclosure to the extent permitted by law.

8. Care of Trees: Concessionaire shall obtain written approval from District prior to removing any tree or branch, whether during construction activities, maintenance activities, or otherwise. Concessionaire shall obtain a written report from a consulting arborist not less frequently than once every two years during the term of this Agreement regarding the health of the trees in and around the area used by Concessionaire for its operations, provided that Concessionaire shall provide District with advance notice of each inspection by a consulting arborist and shall allow District staff to accompany the consulting arborist. Concessionaire shall comply with all recommendations in each arborist's report except to the extent such recommendations are inconsistent with any provision of this Agreement. Concessionaire shall provide District with a copy of each report.

9. District Resident Discount: Concessionaire shall provide residents with proof of District residency a ten percent (10%) discount from the lowest non-discounted price available to the public for each of Concessionaire's services or activities, or another discount as agreed upon by District. District may include this information on its website and in District resident newsletters.

10. Payment to District: In consideration of the rights granted to Concessionaire hereunder, Concessionaire shall provide District with a share of Concessionaire's revenues as set forth below. For purposes of Sections 10.1 and 10.2, Concessionaire's "Gross Revenues" shall be the actual and total fees charged and/or revenues received by Concessionaire from all operations and activities permitted hereunder, including without limitation activities, merchandise, and the sale of photographs, but not including sales tax or any amounts collected pursuant to Section 10.3, and before any charges or deductions for charge or credit cards, regardless of where or how payment was made. Gross Revenues shall not include any deduction for equipment repairs or other costs of operation, but may reflect rate reductions that occur from the provision of the discount described in Section 9.

10.1 For each calendar year during the Initial Term (excluding 2015, during which no payment shall be required), Concessionaire shall pay to District a sum equal to the greater of: (i) \$35,000; or (ii) a share of Concessionaire's Gross Revenues in each calendar year, consisting of: (a) six percent (6%) of the first \$600,000 in Gross Revenues, plus (b) eight percent (8%) of the next \$400,000 in

Gross Revenues, plus (c) ten percent (10%) of the next \$1 million in Gross Revenues, plus (d) fifteen percent (15%) of all Gross Revenues in excess of \$2 million in a calendar year.

10.2 For each year during the First Renewal Term, Concessionaire shall pay to District a sum equal to the greater of: (i) \$42,500; or (ii) a share of Concessionaire's Gross Revenues in each calendar year, consisting of: (a) six percent (6%) of the first \$600,000 in Gross Revenues, plus (b) eight percent (8%) of the next \$400,000 in Gross Revenues, plus (c) ten percent (10%) of the next \$1 million in Gross Revenues, plus (d) fifteen percent (15%) of all Gross Revenues in excess of \$2 million in a calendar year.

10.3 In addition to the foregoing, during the Initial Term Concessionaire shall pay to District \$5 for each person using any of the Challenge Courses, Tour of the Trees course, Phase II Activities (if approved), or participating in a school group program or other group program, except as provided herein. No such charge shall be required for school groups from schools within District's boundaries, or for other groups for which District has approved waiving the charge, in advance and in writing. During the First Renewal Term this amount shall be increased to \$7 per person. District shall allow any person with a receipt showing payment to Concessionaire for an activity to enter NTRP without charge on the date shown for the activity on the receipt, provided that District shall not be obligated to offer refunds to persons who pay to enter NTRP and subsequently participate in an activity with Concessionaire. Concessionaire shall not be required to pay District the fee described in this paragraph for an individual or one person per group, upon presentation to Concessionaire of a receipt showing payment of the NTRP entry fee on that day. Concessionaire shall maintain records reflecting how many times per day and per month this fee is waived due to presentation of a receipt for NTRP entry.

10.4 During the Initial Term Concessionaire shall pay District the amounts owed pursuant to this Section 10 by making payments each year as follows, commencing in 2016: \$3,500 not later than June 5th, \$8,750 not later than July 5th, \$8,750 not later than August 5th, \$8,750 not later than September 5th, and \$5,250 not later than October 5th. During the First Renewal Term Concessionaire shall pay District the amounts owed pursuant to this Section 10 by making payments each year as follows: \$5,000 not later than June 5th, \$10,000 not later than July 5th, \$10,000 not later than August 5th, \$10,000 not later than September 5th, and \$7,500 not later than October 5th. In addition, when and if in a given calendar year the amount calculated pursuant to part (ii) of Section 10.1 exceeds \$35,000, or the amount calculated pursuant to part (ii) of Section 10.2 exceeds \$42,500, Concessionaire shall commence making monthly payments to District, not later than the 15th day of each month, reflecting Concessionaire's Gross Revenues from the preceding month. To the extent that the cumulative payments made by Concessionaire for a given calendar year (i.e. payments made through January 5th of the following year) have not paid District

the amounts due hereunder, Concessionaire shall make an additional payment not later than February 5th of the following year.

10.5 Prior to the commencement of the Second Renewal Term, District and Concessionaire shall meet and confer regarding the payment structure to be used during the Second Renewal Term.

10.6 Concessionaire shall keep accurate accounts of its gross income from each activity operated pursuant to this Agreement, including written receipts for each transaction. Concessionaire's recordkeeping and accounting methods shall be satisfactory to District in District's reasonable discretion, and all records shall be retained for a period of three years following expiration of this Agreement. Each payment to District must be accompanied by documentation of customer payments acceptable to District, and an accounting statement from the period for which payment is made. All voided receipts shall be accounted for, and there shall be no duplication of receipt numbers. By February 5th of each year during the term hereof, Concessionaire shall provide to District a consolidated financial statement representing Concessionaire's operations for the preceding calendar year pursuant to this Agreement.

10.7 All payments shall be in the form of business check or cashier's check, payable to the North Tahoe Public Utility District. In the event a check is not honored or Concessionaire otherwise fails to timely pay any amount due under this Agreement the unpaid amount shall bear interest at the rate of 12% per annum. All payments must be postmarked by the dates set forth in Section 10.4, and time is of the essence for purposes of all payments due pursuant to this Agreement.

11. District's Right to Audit Concessionaire: District shall have the right at any time and from time to time to audit all of the books of account, documents, records, returns, papers and files of Concessionaire relating to revenues, sales, services, income and business transacted or other matters which in any way relate to the fees payable hereunder or the determination thereof of Concessionaire's gross revenues, and, on request by District, Concessionaire shall make all such matters available at reasonable times for examination. If District should have an audit made which reveals an underpayment by Concessionaire to District of five percent (5%) or more, Concessionaire shall immediately pay to District the cost of such audit as well as its additional fees payable by Concessionaire to District plus interest at the rate of 12% from the date(s) the payments should have been made; otherwise, the cost of such audit shall be paid by District.

12. Nonexclusive Concession: The concession or rights herein granted to Concessionaire to operate a business from District owned or controlled property are nonexclusive, provided that District shall not grant to any third party any right to use the Challenge Courses, Tour of the Trees course, or the Concession Building. In the event of a conflict between the concessions of Concessionaire and any other concessionaire,

District shall have the right to resolve such conflict or dispute and its determination shall be binding upon Concessionaire.

13. Phase 2 Activities: District acknowledges that Concessionaire has proposed to construct one or more zip line course and one or more tree climbing courses (collectively, the "Phase 2 Activities"). District shall cooperate with Concessionaire in evaluating potential locations for the Phase 2 Activities, but reserves the right to specify a location for the Phase 2 Activities, or to withhold consent for construction and operation of the Phase 2 Activities. Concessionaire shall not construct or operate the Phase 2 Activities without District's written consent, nor shall Concessionaire construct or operate the Phase 2 Activities in a location other than that approved by District.

14. Operations Plan: Concessionaire shall maintain an updated operations and maintenance plan for its operations hereunder, and shall provide District with copies of any updates to the plan. The initial operations plan is attached as Exhibit "C" to this Agreement. Concessionaire shall submit for District's approval a maintenance plan for all structures and improvements constructed by Concessionaire pursuant to this Agreement. Once approved by District in writing, the maintenance plan shall be deemed incorporated herein and attached to Exhibit "C".

15. Safety Plan: Concessionaire shall also maintain an updated safety plan for its operations hereunder. The initial safety plan is attached as Exhibit "D" to this Agreement. Concessionaire shall provide District with copies of any updates to the safety plan. Concessionaire shall have appropriate safety equipment on the site at all times during its operations, and shall have at least one employee trained in CPR and First Aid on duty at all times during its operations. Concessionaire shall supervise and administer the usage and safety of all equipment used in connection with Concessionaire's operations hereunder. Except for the Tour of the Trees course, concessionaire shall use a continuous belay system for users of all elevated activities and shall require the use of full-body harnesses and helmet for participants in all such activities.

16. Use of Premises and Risk of Loss: Concessionaire's use of NTRP shall be limited to the purposes set forth herein, and Concessionaire shall have a license to use portions of NTRP only for such purposes. District shall not be responsible for any loss or damage to the Challenge Courses, Tour of the Trees course, Concession Building, Phase 2 Activities, or any other improvements erected by Concessionaire or property belonging to Concessionaire, and Concessionaire waives all claims against District and its officers and employees for, and shall hold District and its officers and employees harmless for, all such losses or damage. Concessionaire expressly waives the protection of Section 1542 of the California Civil Code, and expressly waives and releases any rights or benefits arising thereunder with respect to this paragraph. Section 1542 states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Concessionaire acknowledges that it is aware that it may hereafter discover facts different from, or in addition to, those which were known to it with respect to the matters released pursuant to this paragraph, and Concessionaire agrees that the releases given herein shall be, and remain in effect as, full and complete releases of such claims notwithstanding any such different or additional facts.

17. Compliance with Applicable Law; Fees and Permits: Concessionaire shall comply with all applicable federal, state, county, and Tahoe Regional Planning Agency statutes, regulations, and requirements. Concessionaire shall procure and maintain, at its expense, the appropriate business licenses and all appropriate permits for its operations pursuant to this Agreement.

18. Press Releases/Advertising: All press releases by Concessionaire to any communication media regarding its operations hereunder must be first approved by the District, in its reasonable discretion. Concessionaire and District shall endeavor to collaborate in the promotion of the activities offered by Concessionaire and the facilities owned by District, provided that neither party shall be obligated to make any expenditures to promote the activities or facilities of the other party.

19. Signs: All advertising signs placed by Concessionaire at any location within NTRP shall be subject to prior approval by District, and shall comply with all applicable governmental regulations. Concessionaire shall comply with all Placer County wayfinding sign standards for signs installed outside NTRP. Concessionaire shall post a sign at the Concession Building stating that its operation is conducted under a concession agreement with the North Tahoe Public Utility District. The sign shall include the address and telephone number of District.

20. Handling of Complaints: In the event that District receives complaints about Concessionaire's operations during the term of this agreement, such complaints shall be forwarded to Concessionaire. Concessionaire and District shall then meet and confer as to how such complaint or complaints should be handled. Concessionaire shall fully explain any such complaints received, and where appropriate, take action to rectify same.

21. Insurance Requirements: Concessionaire shall not commence operations pursuant to this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this section. District may require increased and/or amended insurance coverage as a condition of agreeing to the First Renewal Term and/or Second Renewal Term.

21.1 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions of the Agreement, Concessionaire shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. District may

require the policy limits and/or types of insurance furnished by Concessionaire to be increased at Concessionaire's expense at the end of the Initial Term and/or First Renewal Term if District determines that such additional insurance is required in order to comply with best practices and/or to adequately protect District.

- a. **Commercial General Liability:** Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.
- b. **Excess Liability Insurance:** Excess Liability insurance, covering bodily injury and property damage for all activities shall be in an amount of not less than \$10,000,000 combined limit for each occurrence.
- c. **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

21.2 **Endorsements.** Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to District for approval.

- a. The policy or policies of insurance required by Sections 21.1.a, (Commercial General Liability), and 21.1.b (Excess Liability) shall be endorsed to include as additional insureds District, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010 or another date acceptable to District.
- b. The policy or policies of insurance required by Section 21.1.c, Workers' Compensation, shall be endorsed to provide a waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

21.3 **Primary and Non-Contributing Insurance.** All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by District, its officials, employees, and/or agents shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

21.4 **Waiver of Subrogation.** Required insurance coverages shall not prohibit Concessionaire from waiving the right of subrogation prior to a loss. Concessionaire shall waive all subrogation rights against District, its officials,

employees, and/or agents. Policies shall contain or be endorsed to contain such provisions.

21.5 Deductible. Any deductibles or self-insured retentions must be declared to and approved in writing by District.

21.6 Evidence of Insurance. Concessionaire, concurrently with the execution of this Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either copies of the required policies, or original certificates and endorsements on forms approved by District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or reduced, Concessionaire shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

21.7 Failure to Maintain Coverage. Concessionaire agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to District. Concessionaire shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

21.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

22. Indemnity: To the fullest extent permitted by law, Concessionaire shall defend, indemnify and hold District, its directors, officials, officers, employees, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to: (i) any acts, errors or omissions, or willful misconduct of Concessionaire, its officials, officers, employees, and/or customers (the "Indemnified Parties") in connection with Concessionaire's operations or exercise of its rights under this Agreement; and/or (ii) Concessionaire's breach of its obligations under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and reasonable attorneys fees and other related costs and expenses. Concessionaire shall defend, with counsel of District's choosing that shall be billed at a reasonable panel counsel rate and at Concessionaire's own cost, expense and risk, any and all claims,

suits, actions or other proceedings of every kind covered by this paragraph that may be brought or instituted against the Indemnified Parties. Concessionaire shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnified Parties as part of any such claim, suit, action or other proceeding. Concessionaire shall also reimburse District for the cost of any settlement paid by any of the Indemnified Parties as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Indemnified Parties' reasonable attorney's fees and costs, including expert witness fees. Concessionaire shall reimburse the Indemnified Parties for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Concessionaire's obligations hereunder shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

23. Possessory Interest Tax: Concessionaire hereby recognizes and understands that this Agreement may create a possessory interest subject to taxation pursuant to California Revenue & Taxation Code Section 107 et seq, and that Concessionaire may be subject to the payment of taxes levied on such interest. Any such imposition of a possessory interest tax shall be a tax liability of Concessionaire solely, notwithstanding any provision of this Agreement to the contrary. In addition, Concessionaire shall pay any personal property taxes that may become due for equipment, fixtures, inventory, or other personal property installed, maintained, or present within the NTRP.

24. Responsible Managing Person: Concessionaire shall designate a responsible managing person who shall be at the NTRP as required. The continued or chronic absence of a responsible managing person shall be grounds for termination of this Agreement.

25. Interaction with District Employees: Concessionaire shall not make any offers to District employees in acknowledgement of services rendered or actions performed in the course and scope of their employment that are not available to the general public. District employees shall not concurrently be employed by Concessionaire and are not allowed to accept any compensation from Concessionaire.

26. Completeness and Amendments: This Agreement sets forth the entire understanding of the Concessionaire and the District relating to the subject matter referred to herein and no representations or warranties are made by the Concessionaire and the District. This Agreement may be modified only in a writing signed by both parties. Upon request from either party hereto, the parties shall meet and discuss any impacts or issues arising out of this Agreement.

27. Termination and Expiration:

27.1 In the event of any breach of this Agreement by Concessionaire, District shall provide written notice to Concessionaire of the breach. Concessionaire shall have 30 days from the date of the notice to work diligently towards a reasonable and commercially practicable cure of all such breaches, or such

longer period as may be reasonably necessary in the event that the cure of a breach requires obtaining a permit or regulatory approval that cannot realistically be obtained within 30 days. District may terminate this Agreement as follows: (i) In the event that Concessionaire has not cured all breaches District may terminate this Agreement without penalty by written notice to Concessionaire specifying the effective date of the termination, which shall be not less than 90 days from the date of the notice; (ii) District may terminate this Agreement without penalty upon a sale by Jesse Desens of a majority interest or controlling interest in Concessionaire, or upon Jesse Desens's withdrawal from active involvement in Concessionaire's operations hereunder, in which case District shall provide written notice to Concessionaire specifying the effective date of the termination, which shall be not less than 90 days from the date of the notice

27.2 Upon: (i) a termination of this Agreement by District pursuant to part (i) of Section 27.1; or (ii) a termination of this Agreement by District pursuant to part (ii) of Section 27.1, District may take ownership of any or all of the improvements installed by Concessionaire pursuant to this Agreement, and may require Concessionaire to remove at its sole expense any improvements or materials not desired by District. Upon expiration of this Agreement, including a failure by District to agree to the First Renewal Term or Second Renewal Term, Concessionaire may remove and retain any of the improvements it has installed (excluding the Concession Building), and District may either take ownership of any or all of the remaining improvements (including the Concession Building) or require Concessionaire to remove at its sole expense any improvements or materials not desired by District. Concessionaire acknowledges that District's rights pursuant to this paragraph constitute a portion of the consideration to District for entering into this Agreement.

27.3 Upon a termination of this Agreement by District, District shall pay Concessionaire the fair market value of the Concession Building, as determined by an independent appraisal paid for by District which takes into account the value of the structure only and assigns no value to the land underneath.

27.4 Concessionaire may terminate this Agreement without penalty in the event that obtaining permits for any or all of the activities contemplated will require unduly expensive and/or time-consuming measures, provided that such termination shall occur, if at all, prior to commencement of construction of the Concession Building, any Challenge Courses, or the Tour of the Trees course. Concessionaire shall notify District in writing of its election to terminate this Agreement and shall specify the expensive and/or time-consuming measures which Concessionaire would have had to undertake.

28. Notices: All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Concessionaire: Headwall Corporation
P.O. Box 6687
Tahoe City, CA 96145
ATTN: Jesse Desens

District: North Tahoe Public Utility District
PO Box 139
Tahoe Vista, CA 96148
ATTN: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

29. Attorney's Fees: If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

30. Governing Law and Venue: This Agreement shall be governed by and interpreted according to the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained in the Placer County Superior Court.

31. Assignment: Concessionaire shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

32. Construction: Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Concessionaire include all personnel, employees, and agents of Concessionaire, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, and agents except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

33. Waiver: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver,

benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

34. No Third-Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the parties.

35. Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

36. Prohibited Interests: Concessionaire warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Concessionaire, to solicit or secure this Agreement. Further, Concessionaire warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Concessionaire, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

37. Equal Opportunity: Concessionaire represents that it is an equal opportunity employer and provider of services and it shall not discriminate against any customer, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to Concessionaire's services, employment, demotion, transfer, recruitment, layoff or termination.

38. Authority to Execute Agreement: Concessionaire has all requisite power and authority to conduct its business and to execute, deliver, and perform 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 bind each respective party.

39. Counterparts: This Agreement may be signed in counterparts, each of which shall constitute an original.

40. Subcontracting. Concessionaire shall not subcontract any portion of the operations contemplated by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CONCESSIONAIRE

By: [Signature]
[must be chairman, president, or vice president]

Date: 1/8/16

By: [Signature]
[must be secretary or chief financial officer]

Date: 1/8/16

DISTRICT

By: [Signature]
Duane Whitelaw, General Manager/CEO

Date: 1-8-16

Reviewed by: [Signature]
Kathy Long, Interim Parks and Facilities Manager

Date: 1-8-16

Approved as to Legal Form:

[Signature]
District General Counsel

Date: 2-19-16



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023

ITEM: F-2

FROM: Office of the General Manager

SUBJECT: Authorize the General Manager to Execute a Trail Improvements Interagency Agreement with Placer County for the North Tahoe Shared-Use Trail – Segment 1 Project in the North Tahoe Regional Park

RECOMMENDATION:

Authorize the General Manager to execute a Trail Improvement Interagency Agreement with Placer County for the North Tahoe Shared-Use Trail – Segment 1 Project in the North Tahoe Regional Park

DISCUSSION:

The North Tahoe Shared-Used Trail is the regional trail link envisioned in Placer County's *2015 North Lake Tahoe Tourism Master Plan* to connect north shore communities via a paved multi-use trail. This trail segment has been studied and pursued by both the District and Placer County for decades and the North Tahoe Regional Park (Regional Park) has long been identified as a key trailhead location for Placer County's Resort Triangle trail network.

The North Tahoe Shared-Use Trail will provide an environmentally sustainable alternative mode of travel that will close the current gap in the trail network, circumnavigating Lake Tahoe. Segment 1 is a 2.5-mile segment from the Regional Park to Carnelian Bay Avenue. Placer County engineers designed a portion of the Segment 1 trail alignment to enter the Regional Park to connect the County trail to the existing Pam Emmerich Memorial Pinedrop Trail and leverage the Regional Park's existing amenities. The connection will provide trail users access to trailhead parking, restrooms, shade structures, a playground, ball fields, and drinking water within the Regional Park. The proposed trail segment will leverage the District's nearly completed, grant funded improvements to the Pam Emmerich Memorial Pinedrop Trailhead. A total of 735 linear feet of County trail is proposed for construction within the Regional Park parcel.

Placer County staff presented the proposed Segment 1 trail alignment to the District Board of Directors for discussion and comment at their July 12, 2022 meeting.

District and Placer County staff have worked collaboratively to prepare the proposed Trail Improvements Interagency Agreement (Agreement) to address construction

access and subsequent ownership, maintenance, and operations of the trail portion within the Regional Park. The Agreement permits Placer County access into the Regional Park for the design, entitlements, and construction phases of the trail, with subsequent ownership and maintenance of that portion of the trail within the Regional Park identified as the responsibility of the NTPUD. The project's 50% design submittal plan set, which includes vicinity and location maps, is attached to this Report.

The proposed Agreement was approved by the Placer County Board of Supervisors at their August 29, 2023 meeting.

FISCAL ANALYSIS:

The proposed Agreement with Placer County will have no initial fiscal impact to the District. Placer County will be responsible for the funding and execution of construction of the trail improvements within the Regional Park. However, upon completion of the improvements, ownership and maintenance of the portion of the trail within the boundaries of the Regional Park will become the responsibility of the District. Future Fiscal Year Operating and Capital Budgets will eventually be impacted by this new District-owned asset.

STRATEGIC PLAN ALIGNMENT:

Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective A: Expand public access for recreation opportunities and promote the District as an exceptional provider of year-round programming, special events and recreation services – Tactic 4: Identify and implement opportunities to access District facilities and programming via alternative means of transportation – Activity a: Partner with Placer County to facilitate the completion of the North Tahoe Trail from Dollar Point to the North Tahoe Regional Park.


Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective D: Utilize the North Tahoe Regional Park (NTRP) as a community asset for passive and active recreation – Tactic 1: Increase accessibility of the Park – Activity e: Work with Placer County to help address transportation access to the Park.

ATTACHMENTS:

- Proposed Trail Improvement Interagency Agreement with Placer County for the North Tahoe Shared-Use Trail – Segment 1 Project
- Placer County's North Tahoe Shared-Use Trail – Segment 1 Project Plan Set – 50% Submittal

MOTION: Approve Staff Recommendation

REVIEW TRACKING:

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO

THIS SPACE FOR RECORDER'S USE ONLY

TRAIL IMPROVEMENTS INTERAGENCY AGREEMENT

County of Placer

and

North Tahoe Public Utility District

North Tahoe Shared-Use Trail – Segment 1

This TRAIL IMPROVEMENTS INTERAGENCY AGREEMENT (“Agreement”) is entered into on _____, 2023 (“Effective Date”), by and between the NORTH TAHOE PUBLIC UTILITY DISTRICT, a public utility organized under the laws of the State of California (“NTPUD”), and the COUNTY OF PLACER, a political subdivision of the State of California (“County”). County and NTPUD may be individually referred to as a “Party” or collectively as the “Parties”.

RECITALS

A. NTPUD is the landowner and operator of the North Tahoe Regional Park, a public recreational park located in Placer County, California (“Regional Park”).

B. County intends to construct trail improvements (“Trail Improvements”) related to the North Tahoe Shared-Use Trail as depicted in **Exhibit A** attached hereto and incorporated herein by reference (“Trail”), which includes the project known as North Tahoe Shared-Use Trail – Segment 1 (“Segment 1”).

C. The County has secured grant funding through the California Department of Transportation (“Caltrans”) to complete design of Segment 1 and County desires to pursue and secure additional grant funding through Caltrans and/or other sources for subsequent construction of the Trail.

D. A component of the above-described Trail Improvements are intended to be constructed as a part of Segment 1 in a portion of the Regional Park (“NTPUD Trail Area”) as described in **Exhibit B** attached hereto and incorporated herein by reference (“NTPUD Trail Improvements”).

E. NTPUD and County desire to cooperate on the planning, construction, operation, and maintenance of the NTPUD Trail Improvements in the NTPUD Trail Area, which is considered mutually beneficial to the Parties and their community members.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by the Parties hereto as follows:

1. Design & Construction of NTPUD Trail Improvements

a. Design & Entitlement.

i. County shall be solely responsible, at its sole cost and expense, for the design and entitlement of the NTPUD Trail Improvements, including, without limitation:

1. Performing any study(ies) and investigation(s) County determines necessary to complete the design and construction of the NTPUD Trail Improvements;

2. Design, or caused to be designed by a design professional(s) licensed to perform such work, final construction drawings, plan sets, permits, mitigation plans, and technical specifications (“Final Trail Documents”) to construct the NTPUD Trail Improvements consistent with the general parameters for the NTPUD Trail Improvements contained in **Exhibit A** (“Trail Improvements”); and

3. Securing any approval(s), permit(s), or license(s), from the U.S. Forest Service, Tahoe Regional Planning Agency, County of Placer and any other authority(ies) having jurisdiction (“AHJ”) over the Trail and NTPUD Trail Area necessary to complete the design and construction of the Trail Improvements.

ii. If County desires to perform any invasive study or investigation, County shall first obtain NTPUD’s written approval, which may be granted in NTPUD’s sole discretion.

b. Approval of NTPUD Trail Improvements.

i. Within a reasonable time before commencing construction of the Trail Improvements, but before County bids the construction work for the Trail Improvements (“Construction Work”) or, if no bidding occurs, before County approves a contract with a general contractor for the Construction Work, County shall provide NTPUD the opportunity to review and approve the location(s) of the Trail, and Final Trail Documents for the construction of the Trail Improvements within the NTPUD Trail Area and/or Regional Park. Such approval shall not be unreasonably withheld, conditioned, or delayed. NTPUD will indicate its approval of the Final Trail Documents by either (i) signing the portions of the Final Trail Documents (plan set cover sheet) associated with the construction of the NTPUD Trail Improvements; or (ii) delivering to County written approval of the NTPUD Trail Improvements from an officer of NTPUD authorized to bind NTPUD.

ii. The Parties agree, prior to construction of the Trail Improvements, to amend this Agreement and attach the Final Trail Documents as **Exhibit C** to this Agreement, which shall be deemed incorporated herein by reference as though fully set forth herein.

iii. Any changes made to the Final Trail Documents and/or Trail Improvements within the NTPUD Trail Area during construction shall be coordinated with and require approval by the NTPUD at NTPUD’s sole discretion and shall be reflected in the As-Built drawings at the conclusion of the construction contract.

c. Construction of NTPUD Trail Improvements.

i. Before County issues a notice to proceed to commence construction of the Trail Improvements, County shall provide, for NTPUD’s review and approval, a construction schedule with a summary of the construction activities that the contractor shall perform at the Regional Park. NTPUD shall not unreasonably withhold, condition, or delay approval of the construction schedule, but NTPUD may request reasonable adjustments to the construction schedule necessary to minimize disruption to NTPUD’s ongoing operations at the Regional Park and members of the public’s use and enjoyment of the Regional Park. County shall not allow work on NTPUD property until NTPUD has provided written approval of the construction schedule.

ii. County shall, at its sole cost and expense, construct, or cause to be constructed, the Trail Improvements within the NTPUD Trail Area and/or Regional Park. All construction and installation of the NTPUD Trail Improvements and all other work performed by County pursuant to this Agreement shall be: (i) completed in accordance with applicable laws and the Final Trail Documents; (ii) in a good and workman-like manner; (iii) free and clear from all liens and encumbrances; and (iv) to the extent applicable by contractors and consultants licensed to perform such work. Within a reasonable time prior to the completion of the Trail Improvements, but before County formally accepts the construction of the NTPUD Trail Improvements and releases retention to the contractor, County will permit NTPUD to inspect the constructed Trail Improvements at the Regional Park and note any nonconformities or deficiencies in the

construction work. County shall cause such work to be remedied within a reasonable time at its sole cost and expense.

iii. After County determines that the Trail Improvements are complete, County shall record a Notice of Completion.

iv. While this agreement is valid, NTPUD waives the right to any compensation, permit fees and any costs associated with the trail in the area identified as the NTPUD Trail Area (Exhibit B).

d. NTPUD Cooperation. NTPUD agrees to reasonably cooperate with County during the design and construction of the NTPUD Trail Improvements including by, without limitation, signing documents required by AHJs over the NTPUD Trail Improvements and/or the Trail that are necessary to fully approve the Final Trail Documents.

e. As-Built Plan Set. Any changes or field augmentations made during construction of the Trail Improvements, including changes made to Trail Improvements within the NTPUD Trail Area, will be reflected on an As-Built plan set. The plan set will be initialed by the County Engineer and provided to the NTPUD upon construction completion, within a reasonable amount of time after the Notice of Completion for the project is recorded. Any changes or red-lines made to the Final Trail Documents will become incorporated herein to this document by reference.

2. Ongoing Operation and Maintenance of NTPUD Trail Improvements. After completion of Construction Work for the NTPUD Trail Improvements, NTPUD will, at its sole cost and expense, be solely responsible for operating and maintaining the NTPUD Trail Improvements within the NTPUD Trail Area and/or in the Regional Park, and County, at its sole cost and expense, will operate and maintain the remainder of the Trail Improvements construction in connection with the Trail. The Parties shall reasonably coordinate and cooperate ongoing operation and maintenance activities to maximize efficiency on maintenance activities for the benefit of the Parties' community members and to allow for the safe use of the trail, which may include, without limitation, entering into operation and/or maintenance agreements with third parties to maintain Trail Improvements ("Shared Maintenance Agreement(s)"). If the Parties desire to enter into a Shared Maintenance Agreement, they will set forth respective compensation obligations in a separate writing signed by the Parties.

3. Access Rights.

a. Access License.

i. Grant of License. NTPUD hereby grants to County a non-exclusive, non-transferable license, subject to the terms of this Agreement, authorizing County, its employees, agents, and contractors and/or consultants (collectively, "Accessing Parties") to access the NTPUD Trail Area, NTPUD Trail Improvements, and such other portions of the Regional Park reasonably necessary to access the NTPUD Trail Area, solely for the purposes of designing, constructing, and maintaining the NTPUD Trail Improvements consistent with the Final Trail Documents and the terms of this Agreement ("Access License"). Notwithstanding the grant of this license, County shall first provide NTPUD reasonable written notice of County's intent to access any part of the Regional Park and coordinate such access with NTPUD to minimize any disruption to NTPUD's

operations at the Regional Park or members of the public's use and enjoyment of the Regional Park. NTPUD reserves the right to place reasonable restrictions on any such access consistent with NTPUD's rules and regulations and applicable law.

ii. Waiver.

1. The Accessing Parties expressly acknowledge and agree that NTPUD makes no warranty related to the conditions at the Regional Park and that NTPUD shall not provide any oversight of Accessing Parties' activities at the Regional Park. Accessing Parties expressly agree to assume all risk of injury resulting from accessing the Regional Park hereunder, and waive all claims for loss or damages resulting from any injury or damage sustained by Accessing Parties while accessing the Regional Park for the purposes authorized by the Access License; provided, however, that County shall not waive any claim that it may have for NTPUD's breach of any provision of this Agreement or any claim arising under the "Indemnification" section of this Agreement.

2. ACCESSING PARTIES ACKNOWLEDGE THE PROTECTIONS OF STATE CIVIL CODE SECTION 1542 REGARDING THE WAIVERS AND RELEASE CONTAINED IN THIS "WAIVER", WHICH CIVIL CODE SECTION READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

iii. Subcontractor Agreement. County shall include in any contract with a contractor and/or consultant related to the design, construction, and/or maintenance of the Trail Improvements a provision binding that party to the requirements of this "Access License" section.

b. Regional Park Parking Lot and Upper Bench. NTPUD shall provide members of the public a non-exclusive right to use the Regional Park parking lot ("Parking Lot") to access portions of the Trail at the Regional Park during the Parking Lot's regularly scheduled hours, which may be periodically modified by NTPUD in its sole discretion. Any such access shall be conditioned upon County's and members of the public's compliance with any applicable NTPUD rules and regulations, including parking fines, as well as applicable law. Notwithstanding anything in the Agreement to the contrary, County, and County's contractors and agents performing work related to the NTPUD Trail Improvements, shall be able to access or use the Parking Lot under this Agreement during the performance of Construction Work in coordination with NTPUD. NTPUD and Placer County will identify an area on the "Upper Bench" in the Regional Park for use during Construction Work that is mutually acceptable.

c. Access and Non-Interference. County shall perform any activity during County's access of the Regional Park for any purpose authorized in this Agreement in a manner that does not unduly disrupt or interfere with NTPUD's ongoing operations or maintenance at the Regional

Park, members of the public's use or enjoyment of the Regional Park or the construction activities occurring there, including, but not limited to, the frisbee golf course, ball fields, playgrounds, tennis courts, adventure course, snow play area, parking and circulation, and related facilities. County shall adhere to protocols, rules, and regulations in place for the normal operations of the Regional Park adopted by NTPUD or otherwise applicable to the Regional Park, including but not limited to driving vehicles on designated roadways, as communicated to County by NTPUD and adhering to all applicable governmental regulations and standards, including, but not limited to the following:

i. County shall immediately notify NTPUD of any discharge into surface water or a spill of any substance in the Regional Park.

ii. County shall coordinate with NTPUD to implement prevention of invasive weeds including washing equipment prior to mobilization and utilizing weed free materials (earthen fill, gravel, mulches, erosion control products, and seed sources). The use of straw is prohibited onsite, and within the Lake Tahoe Basin.

iii. County shall use wood chips and or pine needle mulch in lieu of straw mulch or straw bales on disturbed areas. County shall spread wood chips over disturbance areas other than trail alignments with a one (1) inch minimum depth with a three (3) inches maximum depth with one hundred percent (100%) coverage of disturbed areas.

iv. County will prepare a Timber Harvesting Plan ("Plan"), per Mitigation Measure FR-1 as described in the Mitigated Negative Declaration/Initial Environmental Checklist CEQA document (approved April 15, 2022). The Plan shall confirm that all proposed tree removal is consistent with guidelines from the California Department of Forestry and Fire Protection and other applicable law. Any net funds generated from removed trees within the Regional Park shall be provided to NTPUD.

v. County shall ensure that all cut stumps do not exceed a maximum height of six (6) inches as measured from the uphill side.

vi. County shall use applicable Tahoe Regional Planning Agency standards (or other, if applicable) for revegetation specifications, including the specified seed mix and application rates or other as specified in project permit.

d. County shall be obligated and solely responsible to prevent any prohibited storm water or sediment run-off resulting from County construction.

4. Term. The obligations and rights granted in this Agreement shall commence upon the Effective Date and shall remain in effect until mutually agreed to but not less than thirty (30) years. NTPUD agrees to provide public access to the Regional Park subject to reasonable terms and conditions to ensure compliance with California Department of Transportation requirements for the NTPUD Trail Improvements after the expiration of the Agreement and to the extent required.

5. Repair of Regional Park Areas Impacted by Construction of NTPUD Trail Improvements. County, at its sole cost and expense, shall repair any damages or disturbance to the Regional Park caused by County, its employees, or agents during the design and/or

construction of the NTPUD Trail Improvements. If, after NTPUD requests County repair any such damage, County fails to repair the damage within a reasonable time, NTPUD reserves the right to correct such damage and invoice County for the costs, which shall be paid within thirty (30) days after NTPUD's issuance of a written invoice to County. After completion of the Construction Work, County shall provide at least thirty (30) days' prior written notice to NTPUD of any planned future construction or maintenance activities within the Regional Park, which shall be subject to all provisions of the "**Design & Construction of NTPUD Trail Improvements**" section 2 of this Agreement, including, without limitation, prior written approval of plans and specifications by NTPUD.

6. Trail Modification. NTPUD has the authority to move or modify Trail portions and associated improvements (signage, AC pavement, drainage crossings, retaining walls) in the NTPUD Trail Area and/or Regional Park at NTPUD's sole cost and expense upon County's advance written approval, which shall not be unreasonably withheld, conditioned, or delayed, so long as continuity of public access on an equivalent multipurpose trail is maintained under similar design specifications as the originally constructed NTPUD Trail Improvements.

7. Insurance. It is agreed that NTPUD and County shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability for damages to persons and to the Regional Park, inclusive of casualty damage, One Million Dollars (\$1,000,000) automobile liability, One Million Dollars (\$1,000,000) workers' compensation. In any subsequent contract with a consultant or contractor related to the design or construction of the trail improvements, County shall require that NTPUD, its employees, officers, board members, and agents be added as additional insureds to any commercial general liability and/or automobile liability policy.

8. Indemnification.

a. **County Indemnification.** County shall defend, indemnify, and hold NTPUD, its respective officers, employees, affiliates, parent companies, and agents harmless from and against any and all liability, loss, expense or claims for injury or damages, including, without limitation, attorney's fees and/or consequential damages, to the extent such claims arise out of (i) any material breach by County of its obligations in the Trail Documents and/or Final Trail Documents or this Agreement, or (ii) any negligent acts or omissions of County or County's agents, licensees, contractors, or employees in connection with the Trail Documents and/or Final Trail Documents or any activity arising from or related to the design and construction of the Trail Improvements authorized by this Agreement. Without limiting the generality of this section, County agrees not to permit any mechanics' or other liens to be created or filed against any property of any of the Indemnitees by reason of any labor performed or materials furnished to County or County's agents, licensees, sublicensees, contractors, or employees. If any such mechanics' or other liens shall be filed, County shall, at its sole cost and expense, cause such lien to be satisfied and discharged of record, by bonding or otherwise, within thirty (30) days of notice from NTPUD to County of its filing. If County fails to do so, then, in addition to any other rights and remedies available to NTPUD, NTPUD shall have the right to satisfy and discharge any such lien by payment, bonding, or otherwise, and all costs and expenses incurred by NTPUD in connection therewith shall be paid by County to NTPUD, as applicable, upon demand.

b. NTPUD Indemnification. NTPUD shall defend, indemnify and hold County, its officers, employees, and agents harmless from and against any third-party claims for injury or damages to the extent such claims arise out of (i) any material breach by NTPUD's obligations in the Trail Documents and/or Final Trail Documents or the Agreement, or (ii) any grossly negligent acts of NTPUD in connection with the Trail Documents and/or Final Trail Documents or any activity arising from or related to the design and construction of the Trail Improvements authorized by this Agreement.

c. Survival. The obligations in this "Indemnification" section shall survive the early termination or expiration of this Agreement.

9. Termination for Convenience. Before County approves or awards a contract for construction of the Trail Improvements, either Party may terminate this Agreement for convenience upon thirty (30) days written notice to the other Party.

10. Default; Remedies. A Party shall be in default under this Agreement if the Party neglects or fails to perform or observe any of the material covenants, terms, provisions, or conditions on its part to be performed or observed under the Agreement, and such failure continues for a period of thirty (30) days after written notice thereof (or if more than thirty (30) days shall be reasonably required because of the nature of the default, and if said Party fails to proceed diligently to cure such default after such notice, then in no event more than ninety (90) days). In the event of a default, a non-defaulting Party may immediately or at any time thereafter, in addition to any other rights and remedies as may otherwise be provided in this Agreement, terminate this Agreement and pursue all rights and remedies it may have at law and equity generally. If a Party fails to perform any agreement or obligation on its part to be performed under the Agreement, the other Party shall have the right, if no emergency exists, to perform the same after giving thirty (30) days' notice to the non-performing Party, and in any emergency, to perform the same immediately without notice or delay. A defaulting Party shall reimburse any non-defaulting Party, as applicable, for the costs and expenses incurred by said non-defaulting Party, as applicable, in rectifying defaults. The non-defaulting Party shall tender an invoice to the defaulting Party and the defaulting Party shall pay undisputed amounts within thirty (30) days of receipt of the invoice. Any act or thing done by a Party pursuant to this Paragraph shall not constitute a waiver of any such default or a waiver of any covenant, term or condition contained in the Agreement or the performance thereof.

11. General Provisions.

a. Compliance with Law. In performing its obligations under this Agreement, the Parties must comply with all applicable laws, rules, and regulations.

b. Jurisdiction and Venue. Exclusive jurisdiction and venue for any legal action under this Agreement is the Superior Court of the County of Placer, State of California.

d. Survival. Any obligations or undertakings in this Agreement which by their terms must be performed or remain in effect following the termination or expiration of this Agreement, shall survive the termination of this Agreement.

e. Amendment. This Agreement and any amendments are required to be in writing and be mutually agreed upon by both Parties.

f. Assignment; Successors. Parties may assign or delegate its rights or duties under this Agreement with approval of both Parties.

g. Entire Agreement. The Agreement contains the entire understanding between the Parties relating to the subject described and supersedes all prior agreements, whether written or oral, relating to the same subject.

h. Counterparts. This Agreement may be executed in counterparts and delivered by facsimile or other electronic method, which taken together form the Agreement and will be binding as if the original signatures are on one document.

j. Notices. All notices, consents, requests, approvals, and authorizations (collectively, “Notices”) required or permitted under the Agreement shall only be effective if in writing. All Notices shall be sent (i) by registered or certified mail (return receipt requested), postage prepaid, (ii) by Federal Express, U.S. Post Office Express Mail, Airborne or similar nationally recognized overnight courier which delivers only upon signed receipt of the addressee, or (iii) by electronic mail with original sent via U.S. Mail within 24 hours of transmittal of an email, and addressed as follows or at such other address, and to the attention of such other person, as the Parties shall give notice as herein provided:

Placer County Department of Public Works
Attention: Director
3091 County Center Drive, Ste 220
Auburn, CA 95603
Email: publicworks@placer.ca.gov

Placer County Department of Parks and Open Space
Attention: Director
3091 County Center Drive, Ste 220
Auburn, CA 95603

North Tahoe Public Utility District
P.O. Box 139
875 National Ave.
Tahoe Vista, California 96160
Attention: General Manager

A notice, request, and other communication shall be deemed to be duly received if delivered by a nationally recognized overnight delivery service, when delivered to the address of the recipient, if sent by mail, on the date of receipt by the recipient as shown on the return receipt card, or if sent by electronic mail, the day sent (so long as a copy is delivered within twenty-four (24) hours of transmittal pursuant to the provisions above). Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of the Notice as of the date of such rejection, refusal, or inability to deliver.

n. Severability. If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect, and such invalid provision shall be construed or reformed by such court to give the maximum permissible effect to the intention of the Parties as expressed therein.

o. Further Assurances. Each of the Parties hereto shall execute and provide all additional documents and other assurances that are reasonably necessary to carry out and give effect to the intent of the Parties reflected in this Agreement.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written, which Agreement shall take effect on the date of the last Party signature below.

NORTH TAHOE PUBLIC UTILITY DISTRICT

By:

Name:

Title:

PLACER COUNTY

By:

Name:

Title:

EXHIBIT A

North Tahoe Shared-Use Trail – Segment 1 50% Design Level DRAFT Plans

Trail Improvements

EXHIBIT B

NTPUD Trail Area Within Regional Park

EXHIBIT C

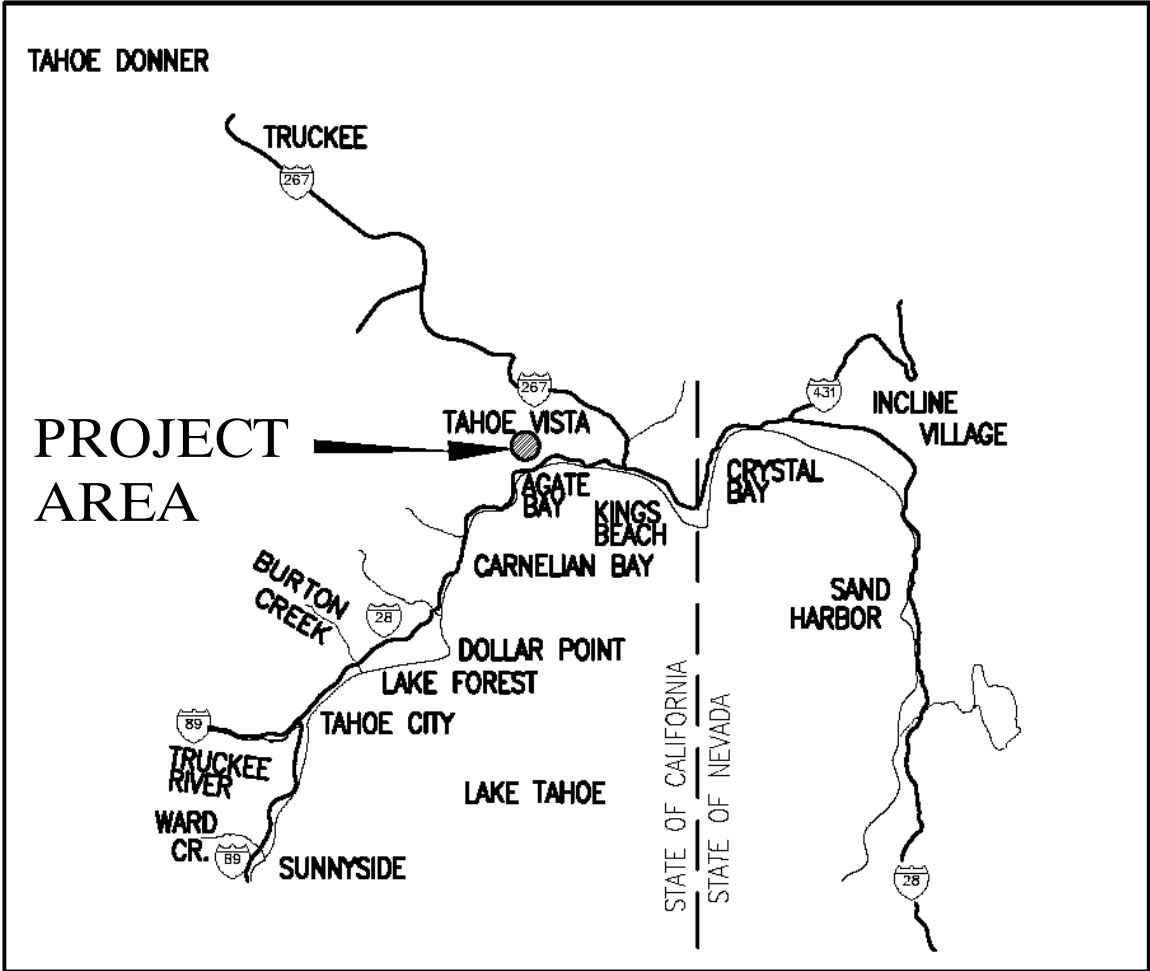
Final Trail Documents

NORTH TAHOE SHARED USE TRAIL
TAHOE VISTA
PLACER COUNTY, CALIFORNIA

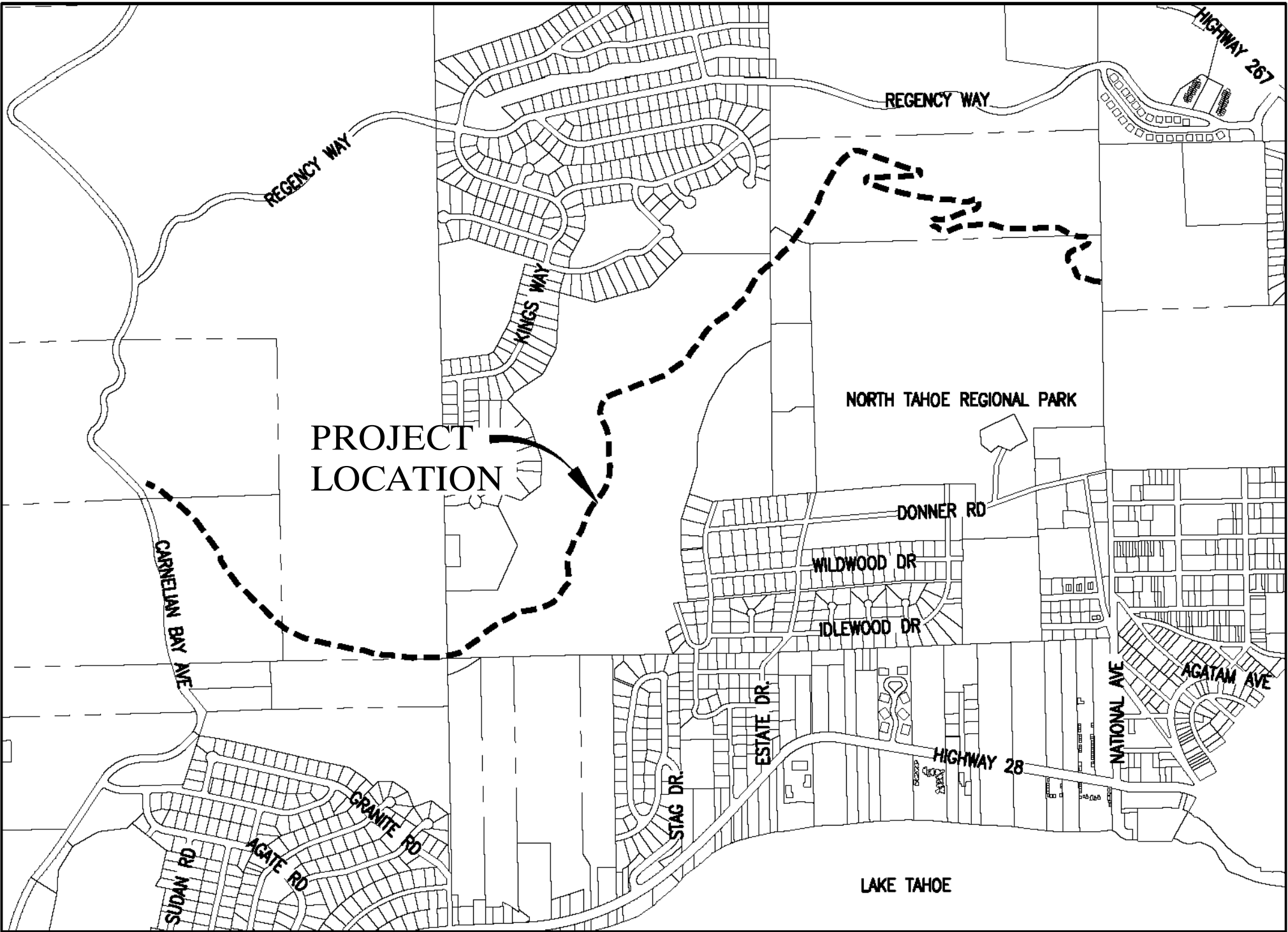
ENGINEER



224 Kingsbury Grade Road Suite 203
Stateline, Nevada 89449
(775) 588-2505 * Fax (775) 588-2607



LOCATION MAP
NOT TO SCALE



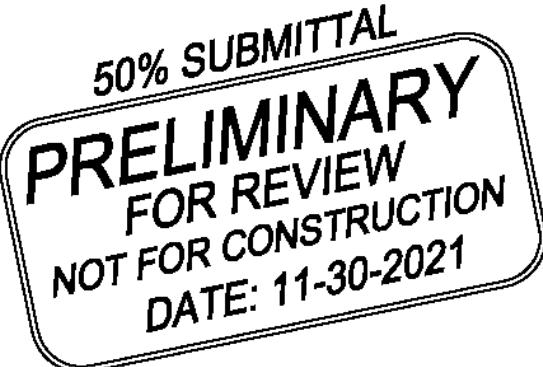
VICINITY MAP
NOT TO SCALE

BASIS OF BEARING-COORDINATES

BASIS OF BEARINGS AND COORDINATES ARE BASED ON TWO INDEPENDENT NGS OPUS OBSERVATIONS TAKEN ON AUGUST 13 AND 14, 2019 AND ARE EXPRESSED IN STATE PLANE COORDINATES, NAD83(2011), CA ZONE 2. ELEVATIONS ARE BASED ON NAVD88, GEOID 12B. US SURVEY FEET UNITS.

INSTRUCTIONS TO CONTRACTORS
48 HOUR NOTICE REQUIRED
PRIOR TO COMMENCING WORK

BEFORE COMMENCING WORK, ALL PLANS, SCHEDULES, AND PROGRAMS MUST BE SUBMITTED AND APPROVED IN CONFORMANCE WITH THE REQUIREMENTS OF SECTION 7-1.01E, 7-1.01G AND 8-1.04 OF THE PLACER COUNTY GENERAL SPECIFICATIONS DATED AUGUST 2005, AND THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS DATED JULY 2002. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL NOTIFY THE PLACER COUNTY DEPARTMENT OF PUBLIC WORKS 48 HOURS IN ADVANCE OF THE TIME OF COMMENCEMENT. CALL AUBURN (530) 889-7558, LAKE TAHOE (530) 581-6227



RECORD DRAWINGS NOTE

ALL INFORMATION SHOWN ON THESE PLANS HAS BEEN PREPARED BY, OR UNDER DIRECTION OF, THE UNDERSIGNED ENGINEER. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN AND ARE BASED UPON FIELD OBSERVATIONS MADE UNDER THE DIRECTION OF OR BY THE UNDERSIGNED AND/OR INFORMATION RECEIVED FROM THE PROJECT OWNER, PROJECT CONTRACTORS, AND PUBLIC AGENCIES WHEN THE ENGINEER IS ADVISED IN WRITING OF SUCH CHANGE. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, CHANGES TO THESE PLANS NOT AUTHORIZED BY THE ENGINEER.

DATE

ENGINEER SIGNATURE
(STAMP OR SEAL)



SHEET INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	NOTES, LEGEND AND ABBREVIATIONS
3	KEY MAP & CONSTRUCTION ACCESS PLAN
4	BMP PLAN "T" 10+00 TO "T" 27+50
5	BMP PLAN "T" 27+50 TO "T" 45+50
6	BMP PLAN "T" 45+50 TO "T" 63+50
7	BMP PLAN "T" 63+50 TO "T" 81+50
8	BMP PLAN "T" 81+50 TO "T" 99+50
9	BMP PLAN "T" 99+50 TO "T" 126+50
10	BMP PLAN "T" 126+50 TO "T" 143+00
11	PLAN AND PROFILE "T" 10+00 TO "T" 18+50
12	PLAN AND PROFILE "T" 18+50 TO "T" 27+50
13	PLAN AND PROFILE "T" 27+50 TO "T" 36+50
14	PLAN AND PROFILE "T" 36+50 TO "T" 45+50
15	PLAN AND PROFILE "T" 45+50 TO "T" 54+50
16	PLAN AND PROFILE "T" 54+50 TO "T" 63+50
17	PLAN AND PROFILE "T" 63+50 TO "T" 72+50
18	PLAN AND PROFILE "T" 72+50 TO "T" 81+50
19	PLAN AND PROFILE "T" 81+50 TO "T" 90+50
20	PLAN AND PROFILE "T" 90+50 TO "T" 99+50
21	PLAN AND PROFILE "T" 99+50 TO "T" 108+50
22	PLAN AND PROFILE "T" 108+50 TO "T" 117+50
23	PLAN AND PROFILE "T" 117+50 TO "T" 126+50
24	PLAN AND PROFILE "T" 126+50 TO "T" 135+50
25	PLAN AND PROFILE "T" 135+50 TO "T" 143+00
26	BMP DETAILS
27	DETAILS 1
28	DETAILS 2
29	DETAILS 3

DESIGNED BY: KH
DATE: 11-30-21
DRAWN BY: KH
DATE: 11-30-21
CHECKED BY: FH
DATE: 11-18-21

LICENSED PROFESSIONAL ENGINEER
AREA: DESIGN, SURVEY
No. C-82432
EXP. 09/30/2022
CIVIL
STATE OF CALIFORNIA

P.O. BOX 336
7717 NORTH LAKE BOULEVARD (SR 28)
KINGS BEACH, CA 96143
(530) 581-6238

COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS
TAHOE ENGINEERING DIVISION

50% SUBMITTAL
PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 11-30-2021

811
Know what's below.
Call before you dig.

PROJECT NO.
#

SHEET NO.
1 OF 29

THE COUNTY OF PLACER OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET

156

THE COUNTY OF PLACER OR ITS OFFICERS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET

GENERAL NOTES

1. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE REQUIREMENTS OF COUNTY OF PLACER GENERAL SPECIFICATIONS DATED APRIL 2016. ALL REFERENCES TO STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SHALL REFER TO THE 2018 EDITION OF THE STANDARD SPECIFICATIONS. ATTENTION IS ALSO DIRECTED TO THE STANDARD DRAWINGS CONTAINED IN THE PLACER COUNTY LAND DEVELOPMENT MANUAL AND THE CURRENT EDITION OF THE CALTRANS STANDARD PLANS, WHICH, WHEN APPLICABLE, ARE INCLUDED IN THESE DRAWINGS AND REFERENCED BY PLATE OR STANDARD PLAN NUMBER. CONTRACTOR IS RESPONSIBLE TO HAVE A CURRENT SET OF PLACER COUNTY GENERAL SPECIFICATIONS WITH PLATES, CALTRANS STANDARD SPECIFICATIONS, AND CALTRANS STANDARD PLANS.
2. OWNER, OR ENGINEER, AS USED ON THESE PLANS AND NOTES, REFERS TO THE COUNTY ENGINEER OR AN AUTHORIZED AGENT APPOINTED BY THE COUNTY ENGINEER. PROJECT ENGINEER AS USED ON THESE PLANS AND NOTES, REFERS TO NCE OR AN AUTHORIZED AGENT.
3. PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH COUNTY REQUIREMENTS AND AS DIRECTED BY THE ENGINEER. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.
4. A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR SHALL DO ALL FIELD STAKING. ALL STAKING SHALL BE DONE PER SECTION 5-1.07 PLACER COUNTY GENERAL SPECIFICATIONS.
5. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF THE IMPROVEMENTS SHOWN ON THESE PLANS. CALL "UNDERGROUND SERVICE ALERT" AT 800-227-2600 TWO (2) DAYS MINIMUM TO FOURTEEN (14) DAYS MAXIMUM BEFORE ANY EXCAVATION IS STARTED.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS. MONUMENTS AND SURVEY MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. ALL EXISTING ASPHALT SURFACES SHALL BE SAW CUT OR GROUND TO A DEPTH OF AT LEAST 0.20-FOOT A DISTANCE OF ONE-FOOT MINIMUM BEYOND THE LIMITS OF DISTURBANCE TO A NEAT, STRAIGHT LINE AND REMOVED. THE EXPOSED EDGE SHALL BE SEALED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED AND RESEALED PRIOR TO PAVING.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DUST CONTROL PER SECTION 10, CALTRANS STANDARD SPECIFICATIONS.
9. ALL EQUIPMENT SHALL BE REQUIRED TO BE CLEANED PRIOR TO MOBILIZATION TO THE PROJECT SITE TO PREVENT THE SPREAD OF INVASIVE SPECIES.
10. NO CONSTRUCTION SHALL BE PERFORMED WITHOUT A STATE REGIONAL WATER QUALITY CONTROL BOARD STORM WATER POLLUTION PREVENTION PLAN (SWPPP). ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND RECOMMENDATIONS CONTAINED IN THE SWPPP AND AS REQUIRED BY THE STATE CONSTRUCTION GENERAL PERMIT AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES).
11. INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF SIGNIFICANT EROSION AND SILTATION ENTERING THE STORM DRAIN SYSTEM, NATURAL DRAINAGE COURSES AND/OR INTRUDING UPON ADJACENT ROADWAYS AND PROPERTIES. WINTERIZATION AND EROSION CONTROL SHOWN ON THESE PLANS IS INTENDED AS A GUIDE. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER. THIS RESPONSIBILITY SHALL APPLY THROUGHOUT THE COURSE OF CONSTRUCTION AND UNTIL ALL DISTURBED AREAS HAVE BECOME STABILIZED AND SHALL NOT BE LIMITED TO WET WEATHER PERIODS.
12. AFTER STRIPPING THE DEBRIS, ANY EXISTING LOOSE FILL, UNSUITABLE SOIL, SILTY SAND DEPOSITS, OR DISTURBED NATURAL SOILS SHALL BE EXCAVATED AND PROPERLY DISPOSED OF TO THE SATISFACTION OF THE ENGINEER.
13. THE CONTRACTOR SHALL REMOVE ALL ROAD MARKINGS, PAVEMENT MARKERS, AND OTHER DELINEATION THAT ARE IN CONFLICT WITH THE DELINEATION SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL LAYOUT ALL PAVEMENT MARKINGS FOR APPROVAL BY THE ENGINEER. AFTER APPROVAL, THE CONTRACTOR SHALL APPLY ALL PAINTED MARKINGS AND THERMOPLASTIC PAVEMENT MARKINGS WITHIN COUNTY RIGHT-OF-WAY AS WELL AS ALL ON-SITE PAINTED OR THERMOPLASTIC MARKINGS.
14. AC PAVING SHALL CONFORM TO PLACER COUNTY SPECIFICATIONS AND SPECIFICATION SECTION 39 "HOTMIX ASPHALT" IN THE SPECIAL PROVISIONS.
15. ALL WORK WITHIN COUNTY RIGHT-OF-WAY SHALL CONFORM TO ALL PROVISIONS OF ENCROACHMENT STATED IN THE PERMIT SPECIFICATIONS AND GENERAL PROVISIONS OF THE COUNTY ENCROACHMENT PERMIT.
16. THE CONTRACTOR MUST IMMEDIATELY REINSTALL ANY TRAFFIC SIGNS REMOVED IN THE COURSE OF CONSTRUCTION. ANY SIGNS LOST OR DAMAGED BY THE CONTRACTOR SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
17. THE COUNTY MAY REQUIRE THE CONTRACTOR TO UNCOVER ANY IMPROVEMENTS THAT HAVE BEEN COMPLETED WITHOUT PROPER COUNTY INSPECTION AND/OR APPROVAL. IF THE INSTALLATION IS FOUND NOT TO MEET COUNTY STANDARDS OR PREVIOUSLY APPROVED ALTERNATIVES SHOWN ON THE PLANS, THE CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE SUCH IMPROVEMENTS AT THEIR EXPENSE.
18. PRIOR TO ANY ACTIVITY WITHIN THE COUNTY RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL W20-1 SIGNS IN ACCORDANCE WITH PART 6 OF THE CALIFORNIA MUTCD. THE SIGNS SHALL BE PROFESSIONALLY MADE, METAL, REFLECTORIZED AND PLACED ON WOODEN POSTS FOR THE DURATION OF THE PROJECT. THE MINIMUM SIZE SHALL BE 36". THE SIGNS SHALL BE REPLACED OR REPAIRED IF STOLEN OR DAMAGED. THE PLACEMENT, TYPE AND LOCATION OF ALL TRAFFIC CONTROL DEVICES SHALL BE REVIEWED AND APPROVED BY THE COUNTY INSPECTOR. THE INSPECTOR SHALL DIRECT THE INSTALLATION OR CHANGES TO SIGNS, STRIPING, CONES, BARRICADES ETC. DURING THE COURSE OF-CONSTRUCTION FOR TRAFFIC SAFETY.
19. ONLY THE APPROXIMATE LOCATION OF THE EXISTING SANITARY SEWER HAS BEEN SHOWN. THE CONTRACTOR SHALL VERIFY EXACT LOCATION IN THE FIELD AND IMMEDIATELY NOTIFY THE PROJECT ENGINEER IF SAID LOCATION IS SIGNIFICANTLY DIFFERENT FROM THAT SHOWN ON THIS PLAN.
20. UNBALANCED EARTHWORK QUANTITIES MAY REQUIRE A GRADING PERMIT FOR THE OFFSITE FACILITY IF EXPORT/IMPORT EXCEEDS 250 CUBIC YARDS AS REQUIRED BY THE COUNTIES GRADING ORDINANCE. IF EXCESS MATERIAL WILL BE PLACED ON SITE, THEN THE PROJECT ENGINEER SHALL SUBMIT A REVISION TO THE PLANS SHOWING WHERE EXCESS MATERIAL WILL BE PLACED ON SITE.
21. TEMPORARY CONSTRUCTION FENCING: THE CONTRACTOR SHALL INSTALL A 4' TALL, BRIGHTLY COLORED (USUALLY YELLOW OR ORANGE), SYNTHETIC MESH MATERIAL FENCE (OR AN EQUIVALENT APPROVED BY THE ENGINEER) AT THE FOLLOWING LOCATIONS PRIOR TO ANY CONSTRUCTION EQUIPMENT BEING MOVED ON SITE OR ANY CONSTRUCTION ACTIVITIES TAKING PLACE:
 - 1) ADJACENT TO ANY AND ALL WETLAND PRESERVATION EASEMENTS THAT ARE WITHIN 50' OF ANY PROPOSED CONSTRUCTION ACTIVITY.
 - 2) AT THE LIMITS OF CONSTRUCTION, OUTSIDE THE DRIPLINE OF ALL TREES 6" DBH (DIAMETER AT BREAST HEIGHT), OR 10" DBH AGGREGATE FOR MULTI -TRUNK TREES, WITHIN 50' OF ANY GRADING, ROAD IMPROVEMENTS, UNDERGROUND UTILITIES, OR OTHER DEVELOPMENT ACTIVITY, OR AS OTHERWISE SHOWN ON PLANS.
 - 3) AROUND ANY AND ALL "SPECIAL PROTECTION AREAS" AS DISCUSSED IN THE PROJECTS ENVIRONMENTAL REVIEW DOCUMENTS. IN ADDITION, A 1' X 2' SIGN SHALE BE ATTACHED TO THE FENCING STATING "THIS TREE TO BE SAVED" OR "PROTECTION AREA-KEEP OUT".NO DEVELOPMENT OF THIS SITE, INCLUDING GRADING, WILL BE ALLOWED UNTIL THIS CONDITION IS SATISFIED. ANY ENCROACHMENT WITHIN THESE AREAS, INCLUDING DRIPLINES OF TREES TO BE SAVED, MUST FIRST BE APPROVED BY THE DRC. NO GRADING, CLEARING, STORAGE OF EQUIPMENT OR MACHINERY, ETC., MAY OCCUR UNTIL A REPRESENTATIVE OF THE DRC HAS INSPECTED AND APPROVED ALL TEMPORARY CONSTRUCTION FENCING. THIS INCLUDES BOTH ON-SITE AND OFF-SITE IMPROVEMENTS. EFFORTS SHOULD BE MADE TO SAVE TREES WHERE FEASIBLE. THIS MAY INCLUDE THE USE OF RETAINING WALLS, PLANTER ISLANDS, PAVERS, OR OTHER TECHNIQUES COMMONLY ASSOCIATED WITH TREE PRESERVATION.
22. ARCHAEOLOGICAL ARTIFACTS: IF ANY ARCHAEOLOGICAL ARTIFACTS, EXOTIC ROCK (NON-NATIVE), OR UNUSUAL AMOUNTS OF SHELL OR BONE ARE UNCOVERED DURING ANY ONSITE CONSTRUCTION ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY IN THE AREA AND A SOPA-CERIFIED (SOCIETY OF PROFESSIONAL ARCHAEOLOGISTS) ARCHAEOLOGIST RETAINED TO EVALUATE THE DEPOSIT. THE PLACER COUNTY PLANNING DEPARTMENT AND DEPARTMENT OF MUSEUMS MUST ALSO BE CONTACTED FOR REVIEW OF THE ARCHAEOLOGICAL FIND(S). IF THE DISCOVERY CONSISTS OF HUMAN REMAIN, THE PLACER COUNTY CORONER AND NATIVE AMERICAN HERITAGE COMMISSION MUST ALSO BE CONTACTED. WORK IN THE AREA MAY ONLY PROCEED AFTER AUTHORIZATION IS GRANTED BY THE PLACER COUNTY PLANNING DEPARTMENT.

DEVELOPERS NOTES

1. THE BASIS OF BEARING, DATUM, AND CONTROL POINTS FOR THE PROJECT ARE PRESENTED ON SHEET 1 OF 29.
2. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE AND OTHER IMPROVEMENTS WITH SMOOTH TRANSITIONS AND AVOIDING ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.
3. THE FOLLOWING STANDARDS AND SPECIFICATIONS ARE REQUIREMENTS APPLICABLE TO THIS PROJECT AND SHALL BE MAINTAINED EXCEPT AS EXPLICITLY MODIFIED OR SUPPLEMENTED BY THESE PLANS. ALL REFERENCE STANDARDS AND SPECIFICATIONS ARE THE LATEST EDITIONS.
 - A. CALIFORNIA DEPARTMENT OF TRANSPORTATION
 - B. PLACER COUNTY
 - C. NORTH TAHOE PUBLIC WORKS DEPARTMENT
 - D. LIBERTY ENERGY
 - E. PACIFIC BELL TELEPHONE
 - F. SOUTHWEST GAS
 - G. AT&T CABLE SERVICES
4. CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE AND FIRE DEPARTMENTS.
5. CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDERS.
6. THE PROPOSED WORK IS SUBJECT TO ENVIRONMENTAL PROTECTION REQUIREMENTS AS SET FORTH BY THE LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD (LRWQCB). THE CONTRACTOR SHALL CONDUCT ALL OPERATIONS IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THIS AGENCY, AND AS OUTLINED IN THEIR PROJECT APPROVALS.
7. ALL GRADING WORK SHALL CONFORM TO PROVISIONS OF THE COUNTY GRADING ORDINANCE (CHAPTER 29, PLACER COUNTY CODE) LATEST EDITION.
8. ALL MOBILE CONSTRUCTION EQUIPMENT, INCLUDING ELECTRICAL GENERATORS AND COMPRESSORS, UTILIZED DURING CONSTRUCTION SHALL BE PROPERLY MAINTAINED AND TUNED-UP. AS PRACTICAL, LOW EMISSION EQUIPMENT SHALL BE USED ONSITE. LOW SULFUR FUEL FOR CONSTRUCTION EQUIPMENT SHALL BE USED.
9. IF ANY PALEONTOLOGICAL RESOURCES OR ARCHAEOLOGICAL ARTIFACTS, EXOTIC ROCK (NONNATIVE) OR UNUSUAL AMOUNTS OF SHELL OR BONE ARE UNCOVERED DURING ANY ONSITE CONSTRUCTION ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY IN THE AREA AND A QUALIFIED PALEONTOLOGIST OR ARCHEOLOGIST (AS APPROPRIATE) RETAINED TO EVALUATE THE DEPOSIT. THE PLACER COUNTY PLANNING DEPARTMENT AND DEPARTMENT OF MUSEUMS MUST ALSO BE CONTACTED FOR REVIEW OF THE PALEONTOLOGICAL/ARCHEOLOGICAL FIND(S).
10. IF THE DISCOVERY CONSISTS OF HUMAN REMAINS, THE PLACER COUNTY CORONER AND NATIVE AMERICAN HERITAGE COMMISSION MUST ALSO BE CONTACTED. WORK IN THE AREA MAY ONLY PROCEED AFTER THE PLANNING DEPARTMENT GRANTS AUTHORIZATION.
11. TEMPORARY POWER IF REQUIRED SHALL UTILIZE EXISTING POWER SERVICES OR CLEAN FUEL GENERATORS RATHER THAN TEMPORARY POWER GENERATORS.
12. EXISTING TOPOGRAPHY BASED ON AERIAL TOPOGRAPHY PERFORMED BY VERTICAL MAPPING, AUBURN CALIFORNIA. FLIGHT DATE 08/23/2019 AND A TOPOGRAPHIC SURVEY BY REY ENGINEERING ON 08/24/2020.
13. THE CONTRACTOR SHALL KEEP DETAILED RECORDS AND AS-BUILTS SHOWING ALL MODIFICATIONS MADE TO THESE PLANS. THESE RECORDS AND AS-BUILTS SHALL BE PROVIDED TO THE ENGINEER UPON PROJECT COMPLETION FOR USE IN PREPARING RECORD DRAWINGS.
14. BLASTING SHALL COMPLY WITH APPLICABLE REGULATIONS INCLUDING, BUT NOT LIMITED TO: STATE FIRE MARSHAL (CCR, TITLE 19), OSHA (CCR, TITLE 8), U.S. DEPARTMENT OF TRANSPORTATION (CFR TITLE 29), AND ANY CONDITIONS IMPOSED BY PLACER COUNTY PERTAINING TO THE USE OF EXPLOSIVES FOR CONSTRUCTION SITE BLASTING. THE CONTRACTOR SHALL OBTAIN A BLASTING PERMIT FROM PLACER COUNTY'S SHERIFF DEPARTMENT. THE CONTRACTOR SHALL NOTIFY PLACER COUNTY DPW A MINIMUM OF 48 HOURS IN ADVANCE OF ANY PROPOSED BLASTING. BLASTING WILL BE LIMITED TO THE HOURS OF 8:00 AM TO 6:00 PM.
15. THE CONTRACTOR SHALL SUPPLY THE OWNER WITH ALL WARRANTIES OR GUARANTEES PROVIDED BY ANY SUPPLIER, DISTRIBUTOR, OR MANUFACTURER OF MATERIALS OR SUPPLIES USED IN THE CONSTRUCTION OF THE IMPROVEMENTS INDICATED IN THESE PLANS. THESE WARRANTIES OR GUARANTEES SHALL BE PROVIDED IN ADDITION TO ANY WARRANTIES OR GUARANTEES SEPERATELY REQUIRED BY THE OWNER FROM THE CONTRACTOR.
16. FOR ALL SUBDIVISION CONSTRUCTION OR LOT GRADING, THE CONTRACTOR SHALL BE REQUIRED TO USE A CHIPPER UNIT, FUEL WOODING, AND/OR YARDING TO DISPOSE OF WOOD DEBRIS AS AN ALTERNATIVE TO OPEN BURNING OF CLEARED TREES AND BRUSH. NO BURNING OF CONSTRUCTION DEBRIS OR OTHER ILLEGAL MATERIALS IS ALLOWED.
17. THE EXISTING UTILITIES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR VERIFICATION OF EXISTING UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT ON THE DRAWINGS, PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL PROTECT AND ASSUME LIABILITY FOR ALL EXISTING OR NEWLY PLACED UTILITY STRUCTURES AND LINES FROM ANY DAMAGE OR DISRUPTION OF SERVICE DURING CONSTRUCTION.
18. NICHOLS CONSULTING ENGINEERS HAS EXERCISED A REASONABLE AND ACCEPTABLE STANDARD OF CARE IN THE PREPARATION OF THESE PLANS. HOWEVER, THE DESIGN PROCESS INCLUDES ACTIVITIES OCCURRING AFTER PLAN SIGNATURE. THESE ACTIVITIES INCLUDE CALCULATION, PLAN CHECK AND VERIFICATIONS DURING CONSTRUCTION. SHOULD PERSONS, OTHER THAN NICHOLS CONSULTING ENGINEERS, PERFORM THE CONSTRUCTION STAKING OPERATION, THEY SHALL INDEMNIFY NICHOLS CONSULTING ENGINEERS FROM ANY DAMAGES RESULTING FROM FAILURE TO PERFORM THOSE TASKS OR ANY EXPENSE OR DAMAGE RESULTING FROM OMISSION OR ERROR CONTAINED IN THE PLANS WHICH WOULD REASONABLY HAVE BEEN DISCOVERED AND CORRECTED BY NICHOLS CONSULTING ENGINEERS.
19. TEMPORARY CONSTRUCTION FENCING: THE CONTRACTOR SHALL INSTALL A 4' TALL, BRIGHTLY COLORED (USUALLY YELLOW OR ORANGE), SYNTHETIC MESH MATERIAL FENCE (OR AN EQUIVALENT APPROVED BY THE ENGINEER) AT THE FOLLOWING LOCATIONS PRIOR TO ANY CONSTRUCTION EQUIPMENT BEING MOVED ON SITE OR ANY CONSTRUCTION ACTIVITIES TAKING PLACE:
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 - 3) AROUND ANY AND ALL "SPECIAL PROTECTION AREAS" AS DISCUSSED IN THE PROJECTS ENVIRONMENTAL REVIEW DOCUMENTS. IN ADDITION, A 1' X 2' SIGN SHALE BE ATTACHED TO THE FENCING STATING "THIS TREE TO BE SAVED" OR "PROTECTION AREA-KEEP OUT".
20. CONSTRUCTION NOISE EMANATING FROM ANY CONSTRUCTION ACTIVITIES FOR WHICH A GRADING OR BUILDING PERMIT IS REQUIRED IS PROHIBITED ON SUNDAYS AND FEDERAL HOLIDAYS, AND SHALL ONLY OCCUR:
 - a) MONDAY THROUGH FRIDAY, 6:00AM TO 8:00PM (DURING DAYLIGHT SAVINGS)
 - b) MONDAY THROUGH FRIDAY, 7:00AM TO 8:00PM (DURING STANDARD TIME)
 - c) SATURDAYS, 8:00AM TO 8:00PMIN ADDITION, TEMPORARY SIGNS (4'x4') SHALL BE LOCATED THROUGHOUT THE PROJECT, AS DETERMINED BY THE DRC, AT KEY INTERSECTIONS DEPICTING THE ABOVE CONSTRUCTION HOUR LIMITATIONS. SAID SIGNS SHALL INCLUDE A TOLL FREE PUBLIC INFORMATION PHONE NUMBER WHERE SURROUNDING RESIDENTS CAN REPORT VIOLATIONS AND THE DEVELOPER/BUILDER WILL RESPOND AND RESOLVE NOISE VIOLATIONS. THIS CONDITION SHALL BE INCLUDED ON THE IMPROVEMENT PLANS AND SHOWN IN THE DEVELOPMENT NOTEBOOK.

ADVISORY COMMENT: ESSENTIALLY, QUIET ACTIVITIES, WHICH DO NOT INVOLVE HEAVY EQUIPMENT OR MACHINERY, MAY OCCUR AT OTHER TIMES. WORK OCCURRING WITHIN AN ENCLOSED BUILDING, SUCH AS A HOUSE UNDER CONSTRUCTION WITH THE ROOF AND SIDING COMPLETED, MAY OCCUR AT OTHER TIMES AS WELL. THE PLANNING DIRECTOR IS AUTHORIZED TO WAIVE THE TIME FRAMES BASED ON SPECIAL CIRCUMSTANCES, SUCH AS ADVERSE WEATHER CONDITIONS.

LEGEND

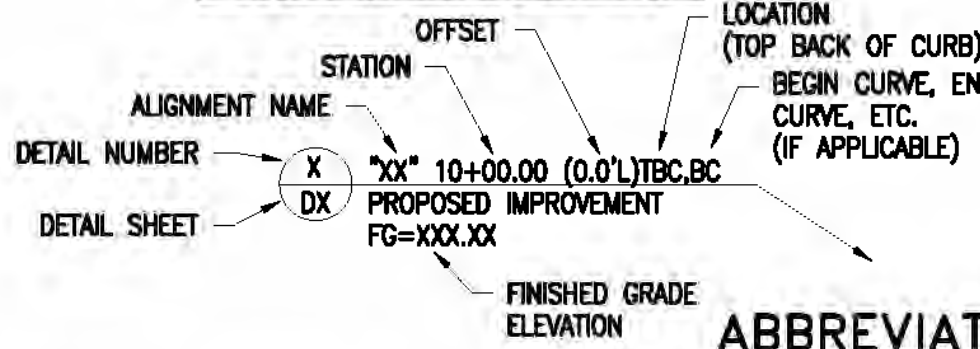
PROPOSED FEATURES

	MAJOR CONTOUR
	MINOR CONTOUR
	EDGE OF PAVEMENT
	CURB AND GUTTER
	SAWCUT
	FILTER FABRIC FENCE / SILT FENCE
	CONSTRUCTION FENCING
	TREE PROTECTION FENCING
	INFILTRATION TRENCH
	SILT ROLL / FIBER ROLL
	PORTLAND CEMENT CONCRETE
	AC PAVEMENT
	RIP-RAP
	REVEGETATION
	ROCKERY WALL
	SLOPE INDICATORS
	GRADING CUT WITH SLOPE
	GRADING FILL WITH SLOPE
	TREE REMOVAL

EXISTING FEATURES

	MAJOR CONTOUR
	MINOR CONTOUR
	EDGE OF PAVEMENT
	WATER LINE
	SANITARY SEWER PIPE
	STORM DRAIN PIPE
	UNDERGROUND ELECTRIC
	GAS LINE
	OVERHEAD UTILITY
	UNDERGROUND TELEPHONE
	UNDERGROUND UTILITY
	RIGHT-OF-WAY
	PARCEL LINE
	SURVEY MONUMENT
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	POINT ELEVATION W/DESCRIPTOR
	FIRE HYDRANT
	GATE VALVE
	AC PAVEMENT

TYPICAL IMPROVEMENT NOTE



ABBREVIATIONS

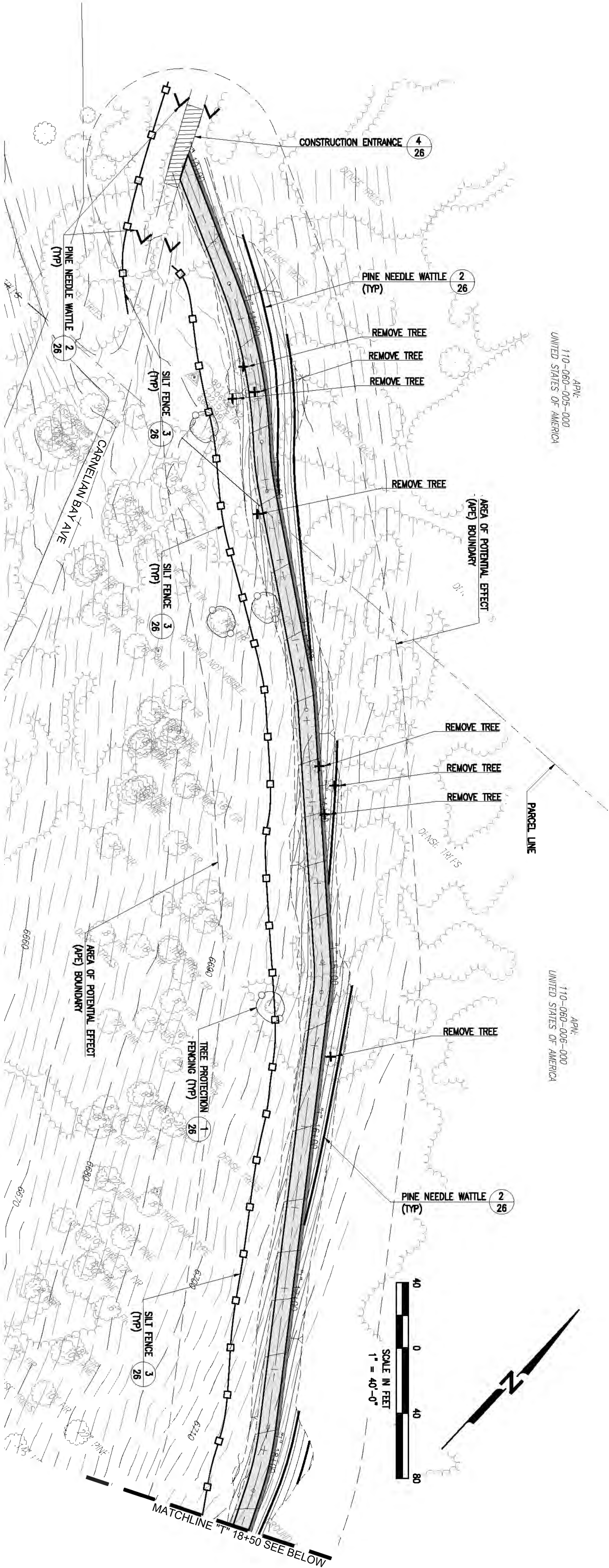
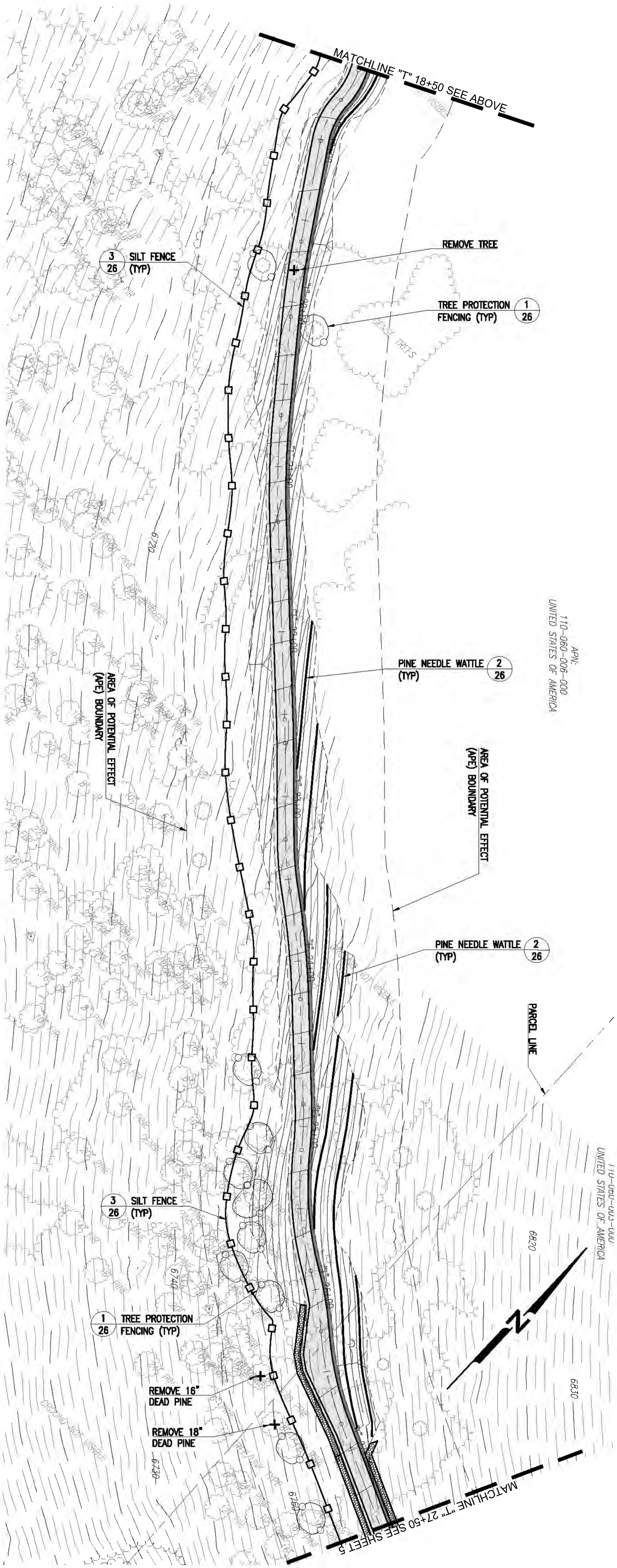
NOT ALL ABBREVIATIONS LISTED ARE USED IN THESE PLANS

AB	AGGREGATE BASE	G	GAS	R	RADIUS
AC	ASPHALT CONCRETE	GV	GATE VALVE	RCP	REINFORCED CONCRETE PIPE
A/G	ABOVE GROUND	GB	GRADE BREAK	REVEG	REVEGETATION
@	AT	GSP	GALVANIZED STEEL PIPE	RT,R	RIGHT
APPROX	APPROXIMATE	HP	HIGH POINT	R/W, ROW	RIGHT-OF-WAY
ASSY	ASSEMBLY	HOR	HORIZONTAL	S	SLOPE, SOUTH
AVG	AVERAGE	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
AWWA	AMERICAN WATER WORKS ASSOCIATION	HMAC	HOT MIXED ASPHALT CONCRETE	SD	STORM DRAIN
BC	BEGIN CURVE	IE	INVERT ELEVATION	SDR	STANDARD DIMENSION RATIO
BMP	BEST MANAGEMENT PRACTICES	ID	INSIDE DIAMETER	SDMH	STORM DRAIN MANHOLE
BOW	BACK OF WALK	IN OR "	INCH	SF	SQUARE FOOT/FEET
BSW	BLACK STEEL PIPE	INT	INTERSECTION	SHT	SHEET
BW	BOTTOM OF WALL	IRR	IRRIGATION	SSMH	SANITARY SEWER MANHOLE
BVC	BEGIN VERTICAL CURVE			SSCO	SANITARY SEWER CLEAN OUT
C&G	CURB AND GUTTER	LTL	LEFT	SS	SANITARY SEWER, STAINLESS STEEL
CB	CATCH BASIN	LEN	LENGTH	STA	STATION
CF	CUBIC FEET	LF	LINEAR FEET	STD	STANDARD
CL	CENTERLINE	LP	LOW POINT	SY	SQUARE YARD
CLR	CLEAR	LS	LUMP SUM		
CMP	CORRUGATED METAL PIPE			TBC	TOP BACK OF CURB
CO	CLEAN OUT	MFGR	MANUFACTURER	TC	TOP OF CURB
COMM	COMMUNICATION	MH	MANHOLE	TCE	TEMPORARY CONSTRUCTION EASEMENT
CONC	CONCRETE	MAX	MAXIMUM	TW	TOP OF WALL
CONST	CONSTRUCT	MDO	MAXIMUM DRY DENSITY	TYP	TYPICAL
CP	CONTROL POINT	MJ	MECHANICAL JOINT	UGE	UNDERGROUND ELECTRIC
CY	CUBIC YARD	MI	MILE	UGT	UNDERGROUND TELEPHONE
* OR DEG	DEGREE(S)	MIN	MINIMUM	U/G	UNDERGROUND
DI	DROP INLET	MISC	MISCELLANEOUS	VC	VERTICAL CURVE
# OR DIA	DIAMETER	MVC	MIDDLE OF VERTICAL CURVE	VG	VALLEY GUTTER
DI	DUCTILE IRON	N	NORTH	W	WATER
DWG	DRAWING	NEC	NATIONAL ELECTRICAL CODE	WL	WATER LINE
DW OR DWY	DRIVEWAY	NIC	NOT IN CONTRACT	W	WEST
E	EAST	NTS	NOT TO SCALE	W/	WITH
EACH	EACH	# OR NO	NUMBER	WM	WATER METER
EASE	EASEMENT	OC	ON CENTER		
EC	END OF CURVE	OG	ORIGINAL GRADE		
EG	EXISTING GRADE	OWS	OIL/WATER SEPARATOR		
ELEC	ELECTRIC	±	PLUS OR MINUS		
EP	EDGE OF PAVEMENT	PCC	PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVE		
EL	ELEVATION	PE	PERMANENT EASEMENT		
EVC	END OF VERTICAL CURVE	PL	PROPERTY LINE		
EX	EXISTING	POS	POSITIVE		
FCA	FLANGE COUPLING ADAPTER	PRC	POINT OF REVERSE CURVE		
FH	FIRE HYDRANT	PSI	POUNDS PER SQUARE INCH		
FG	FINISH GRADE	PT	POINT		
FFC	FRONT FACE CURB	PVC	POLYVINYL CHLORIDE		
FES	FLARED END SECTION	PVI	POINT OF VERTICAL INTERSECTION		
FL	FLOWLINE	PWMT	PAVEMENT		
FLG	FLANGED				
FT OR "	FOOT, FEET				
FV	FLUSH VALVE				

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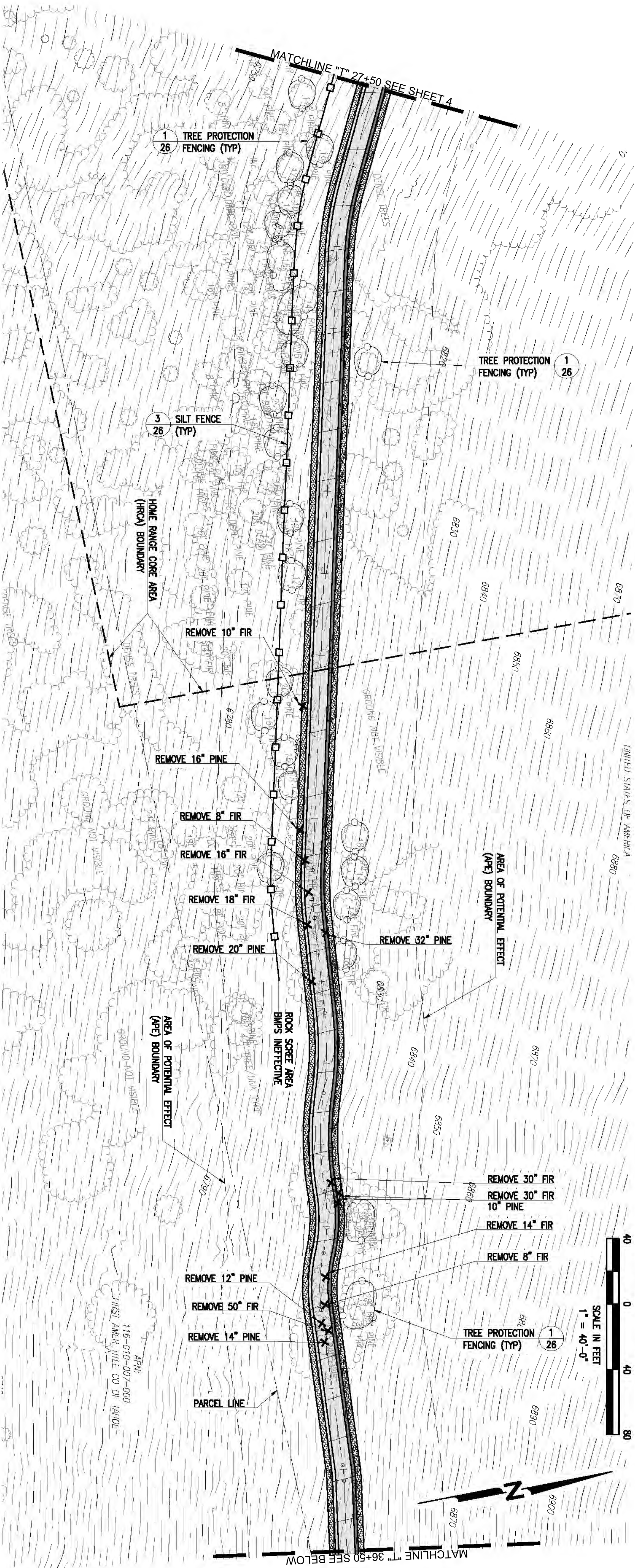
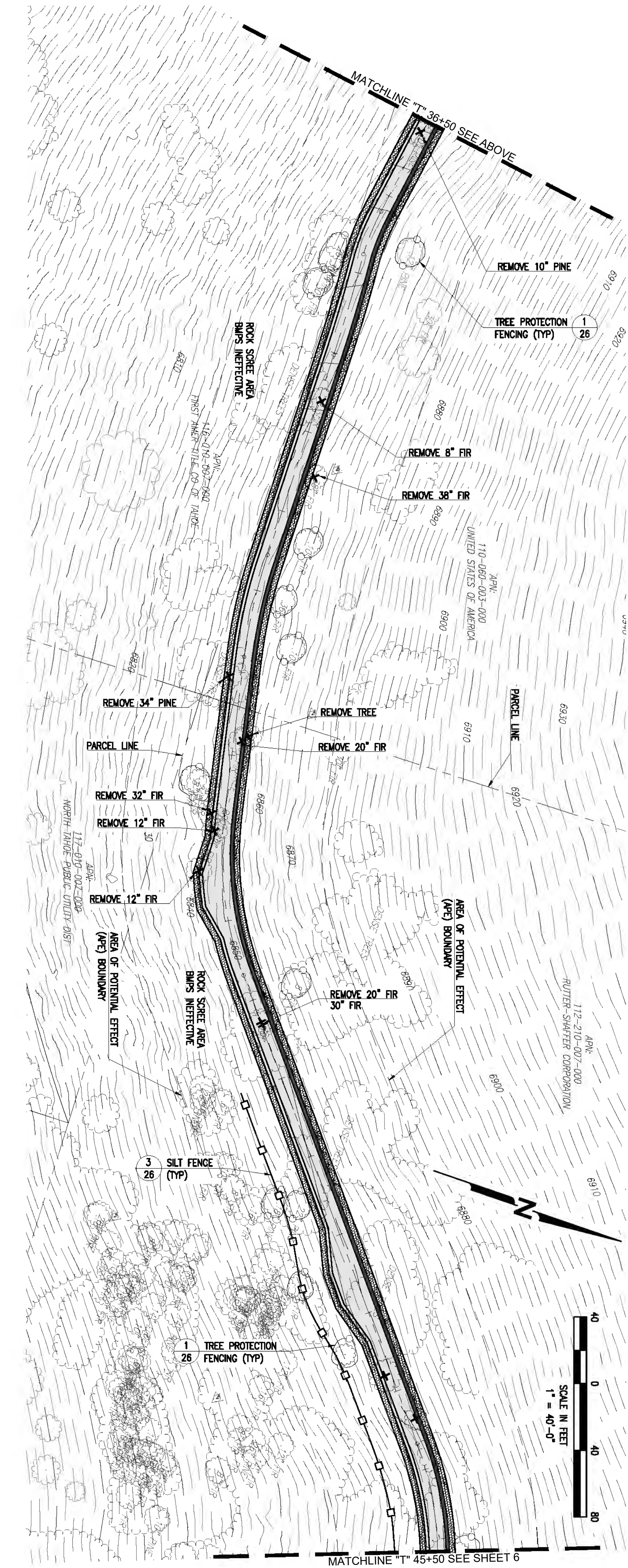
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REVISION #					
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<div>PROFESSIONAL ENGINEER No. C-82432 EXP. 09/30/2022 CIVIL STATE OF CALIFORNIA</div>					
P.O. BOX 336 7717 NORTH LAKE BOULEVARD (SR 28) KINGS BEACH, CA 96143 (530) 581-6238					
COUNTY OF PLACER DEPARTMENT OF PUBLIC WORKS TAHOE ENGINEERING DIVISION					
NORTH TAHOE SHARED USE TRAIL					
NOTES, LEGEND AND ABBREVIATIONS					
PROJECT NO. #					
SHEET NO. 2 OF 29					



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SHEET NO. 4 OF 29	#	PROJECT NO.	COUNTY OF PLACER DEPARTMENT OF PUBLIC WORKS TAHOE ENGINEERING DIVISION	P.O. BOX 336 7717 NORTH LAKE BOULEVARD (SR 28) KINGS BEACH, CA 96143 (530) 581-6238		DESIGNED BY: KH DATE: 11-30-21 DRAWN BY: KH DATE: 11-30-21 CHECKED BY: FH DATE: 11-15-21	REVISION #	DESCRIPTION AND SHEET NO.:	APPROVED BY:	DATE:



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SHEET NO.
5 OF 29

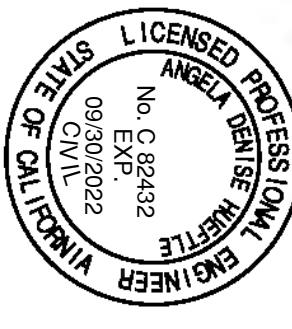
PROJECT NO. #



COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS
TAHOE ENGINEERING DIVISION

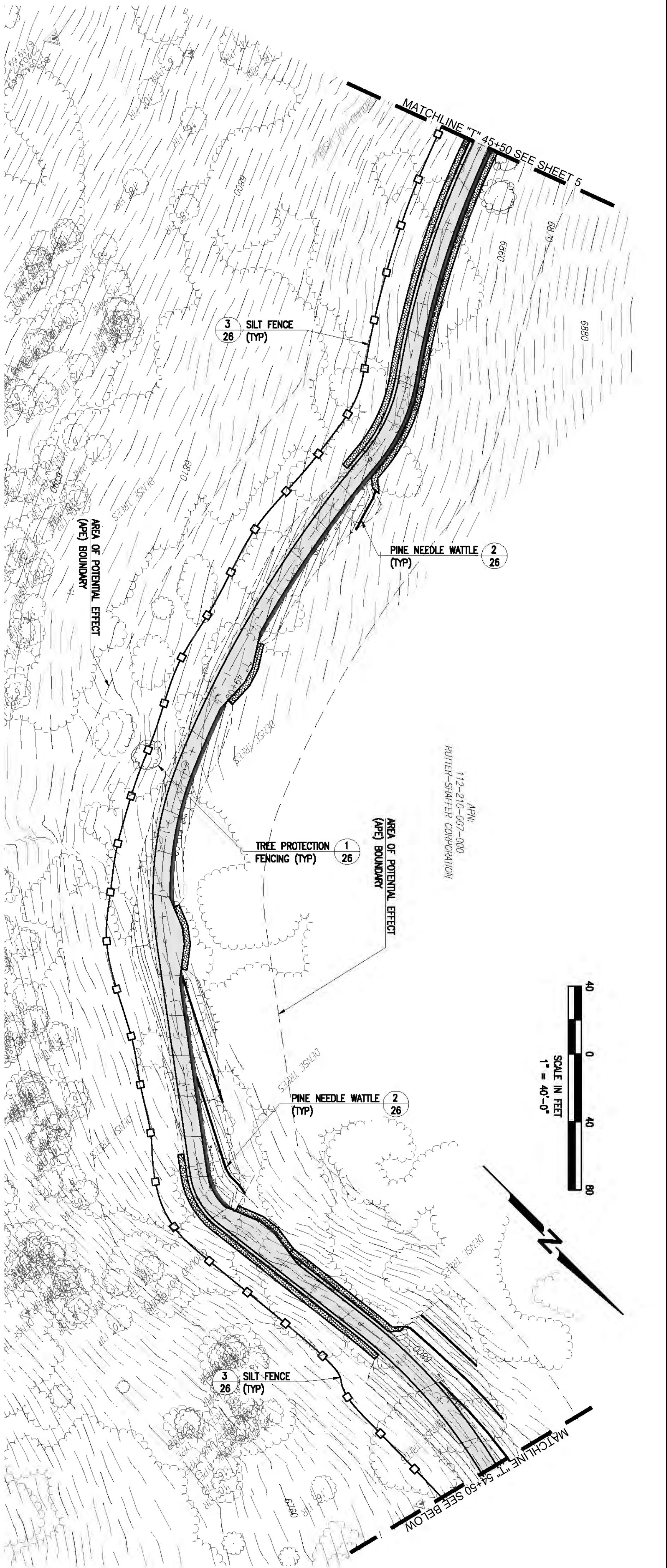
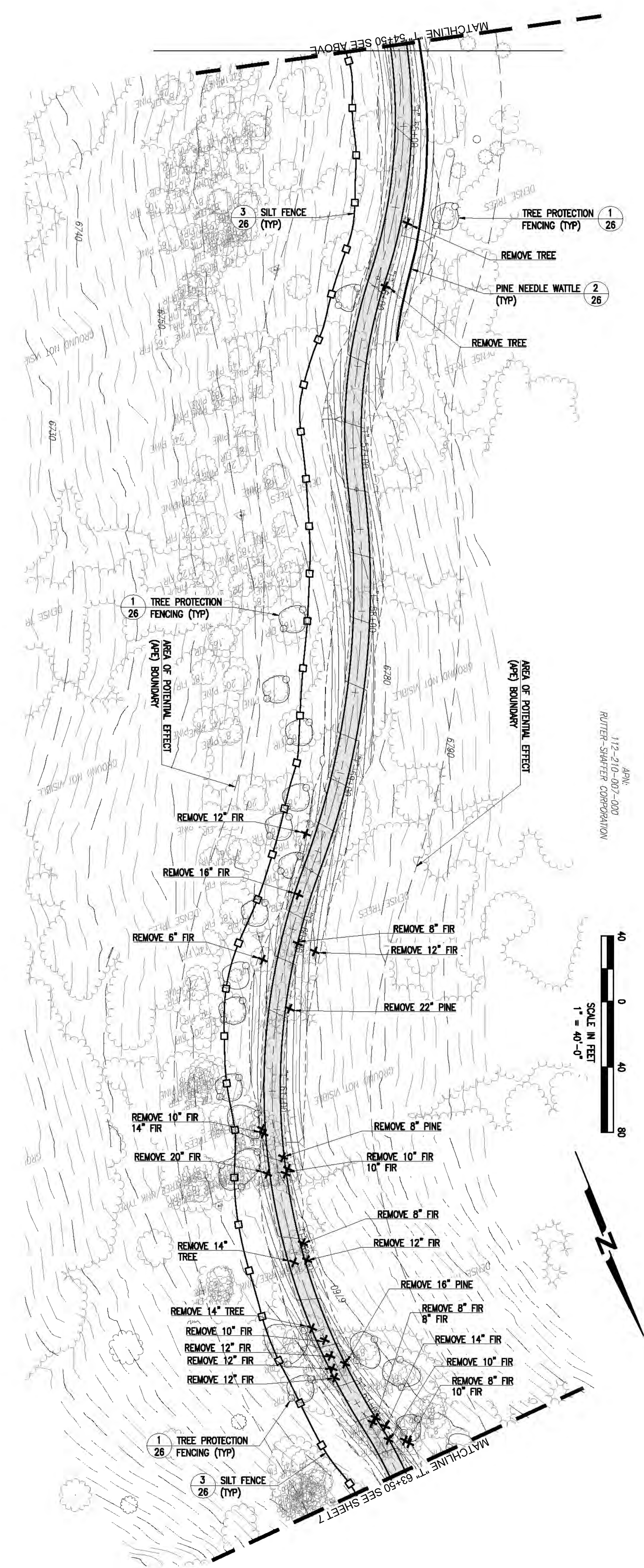
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7717 NORTH LAKE BOULEVARD (SR 28)
KINGS BEACH, CA 96143
(530) 581-6238

NORTH TAHOE SHARED USE TRAIL
BMP PLAN "T" 27+50 TO "T" 45+50



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DATE: 11-30-21
DRAWN BY: KH
DATE: 11-30-21
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DATE: 11-15-21

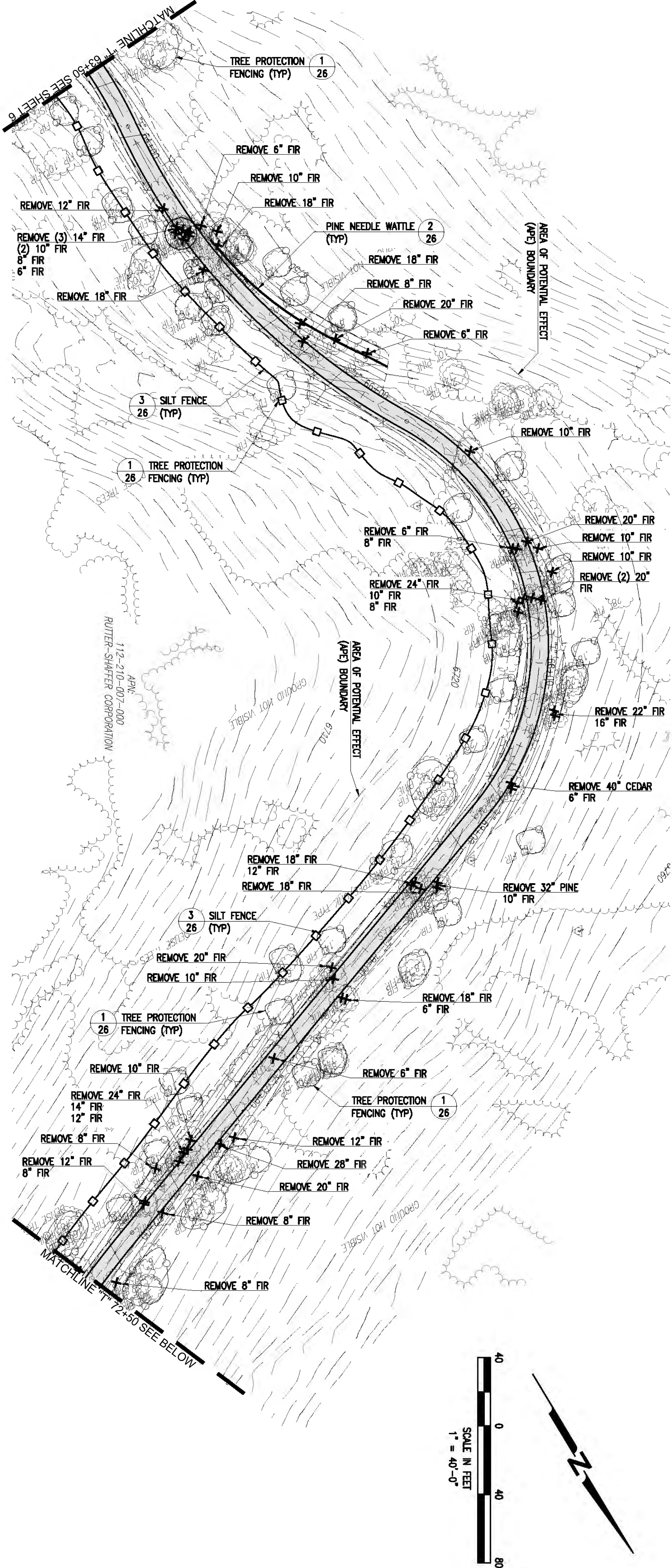
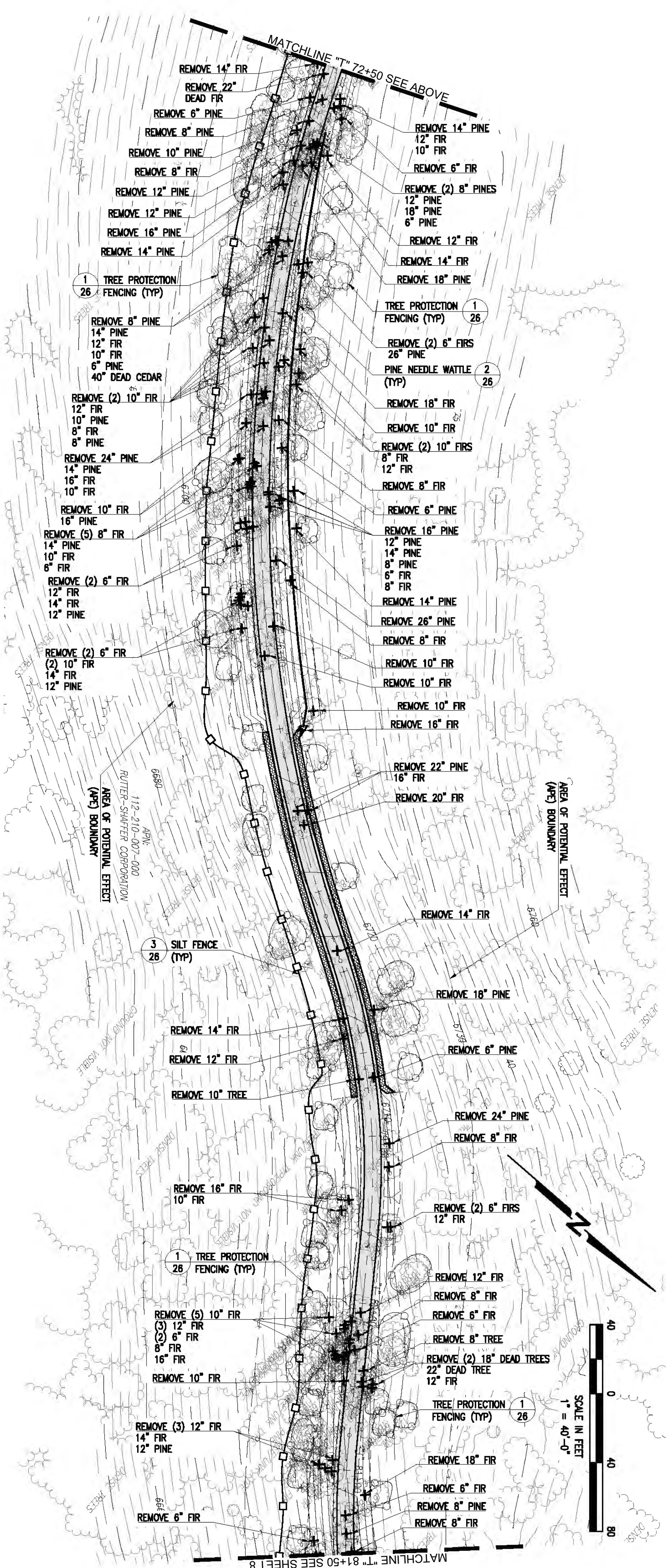
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SHEET NO. 6 OF 29	#	PROJECT NO.	COUNTY OF PLACER DEPARTMENT OF PUBLIC WORKS TAHOE ENGINEERING DIVISION	P.O. BOX 336 7717 NORTH LAKE BOULEVARD (SR 28) KINGS BEACH, CA 96143 (530) 581-6238		DESIGNED BY: KH DATE: 11-30-21 DRAWN BY: KH DATE: 11-30-21 CHECKED BY: FH DATE: 11-15-21	REVISION #	DESCRIPTION AND SHEET NO.:	APPROVED BY:	DATE:



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SHEET NO.

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OF
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COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS
TAHOE ENGINEERING DIVISION

P.O. BOX 336
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KINGS BEACH, CA 96143
(530) 581-6238

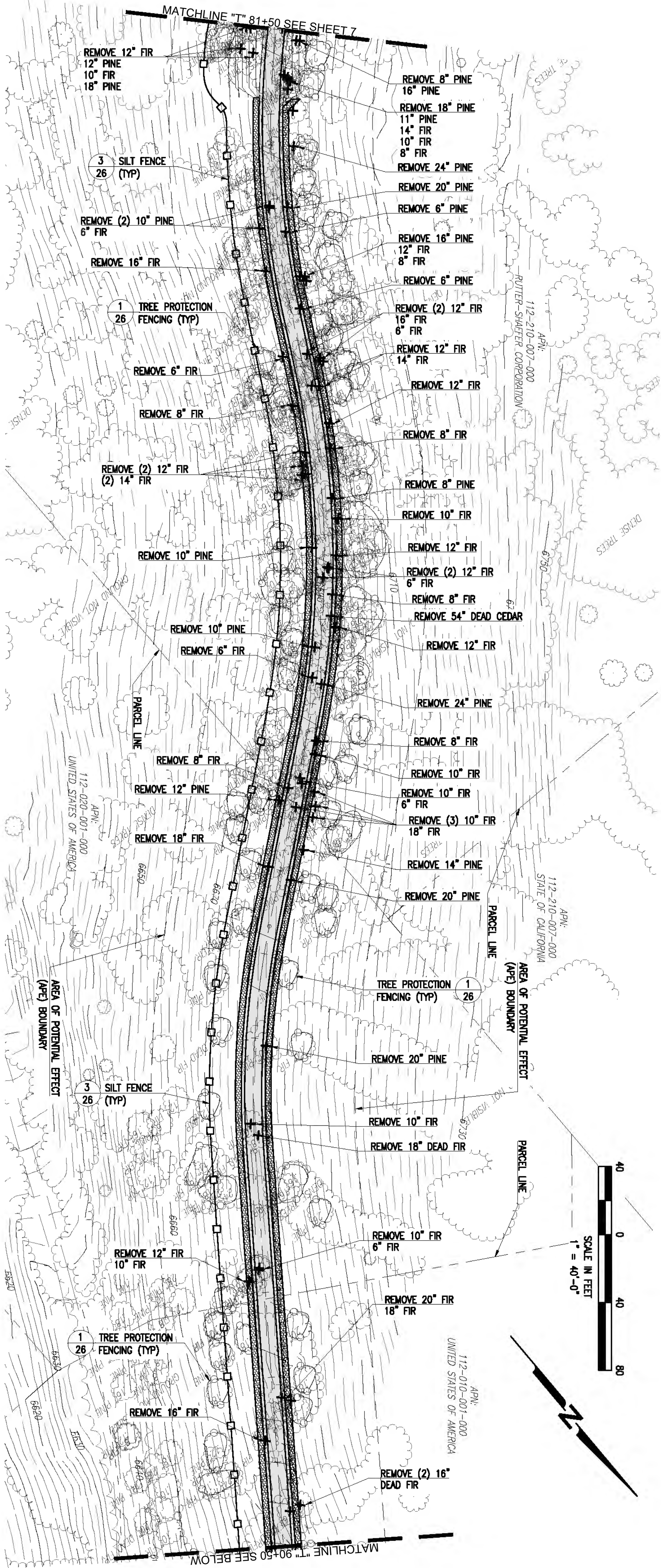
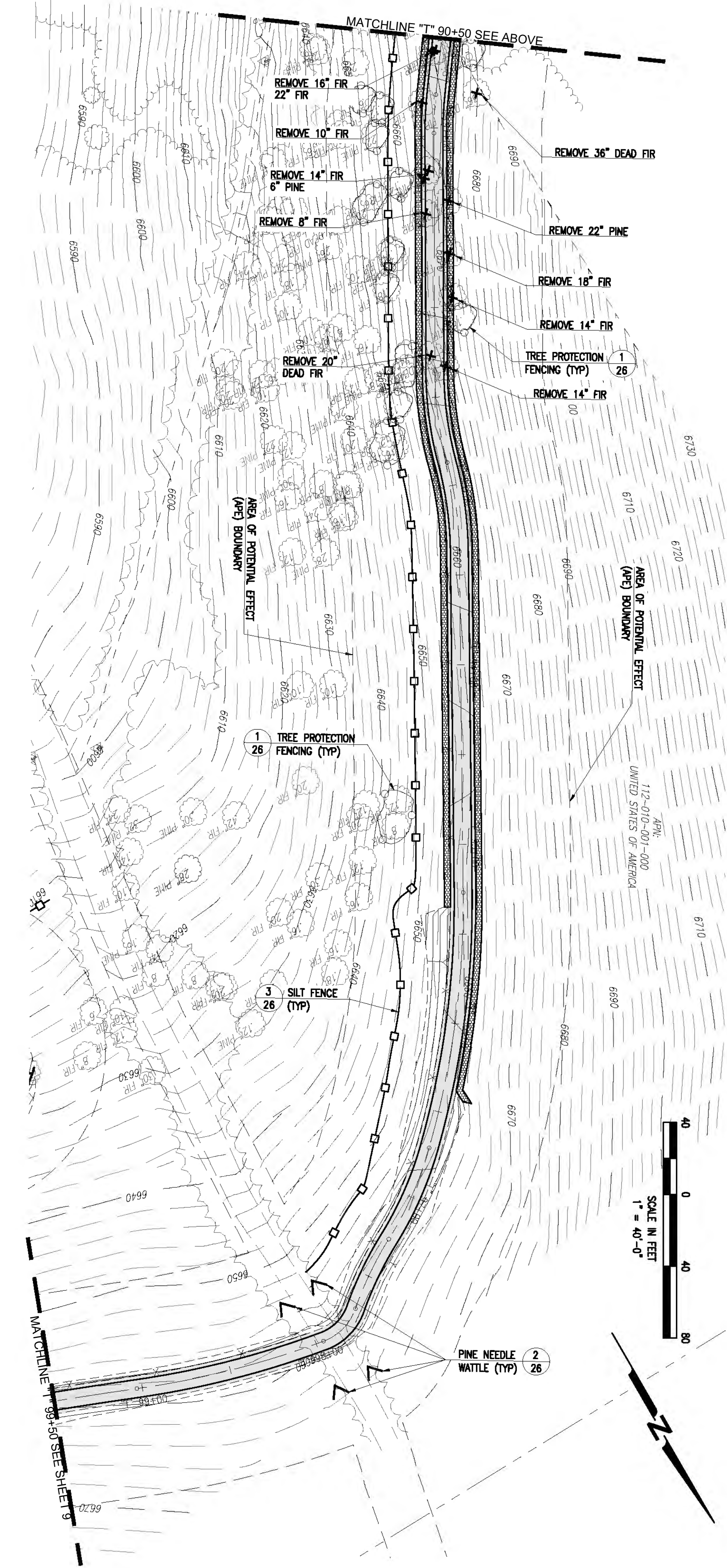
NORTH TAHOE SHARED USE TRAIL

BMP PLAN "T" 63+50 TO "T" 81+50



DESIGNED BY: KH
DATE: 11-30-21
DRAWN BY: KH
DATE: 11-30-21
CHECKED BY: FH
DATE: 11-15-21

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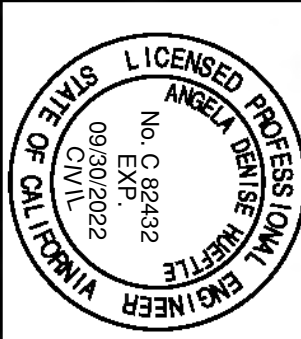
PROJECT NO. #

COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS
TAHOE ENGINEERING DIVISION

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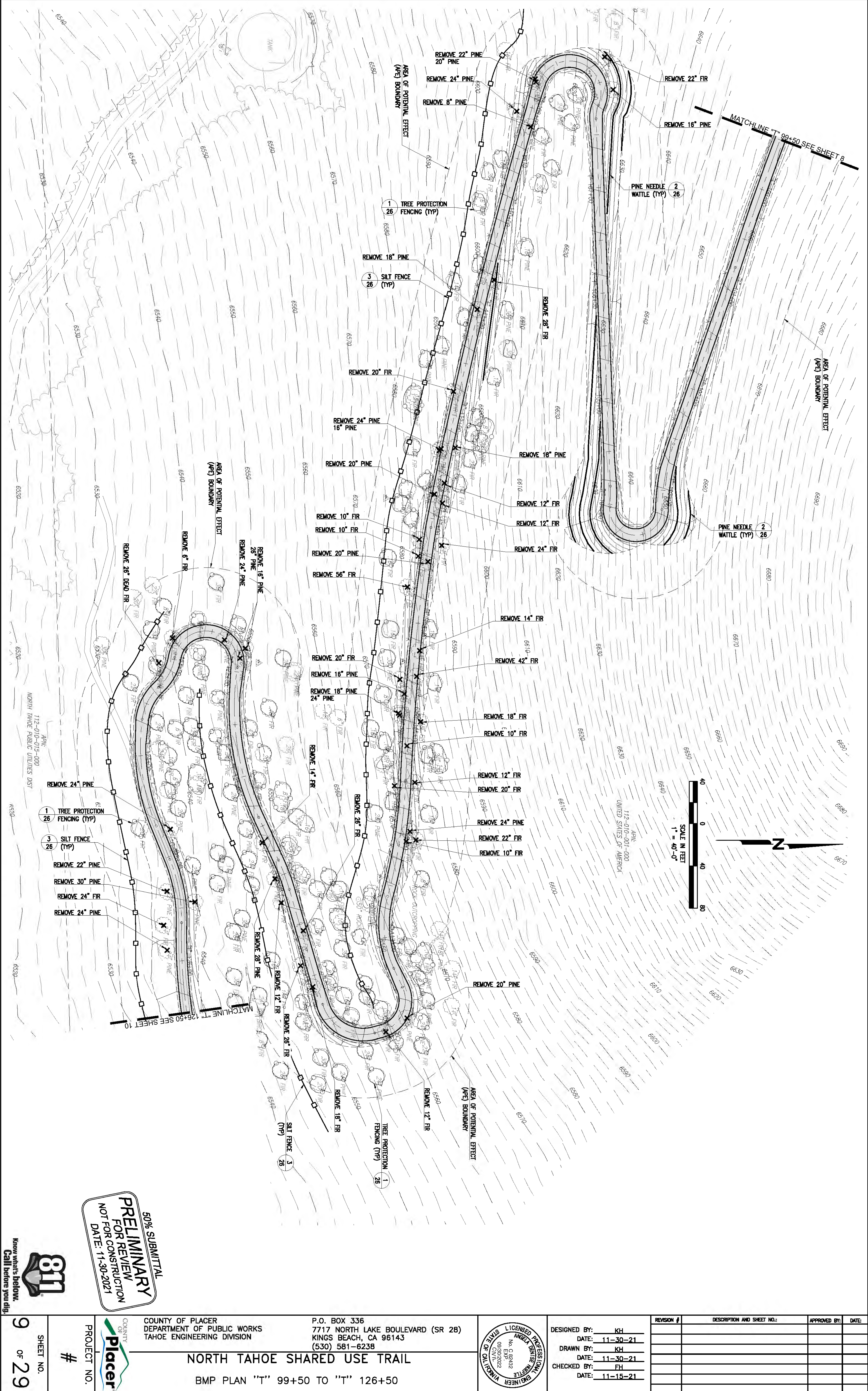
NORTH TAHOE SHARED USE TRAIL

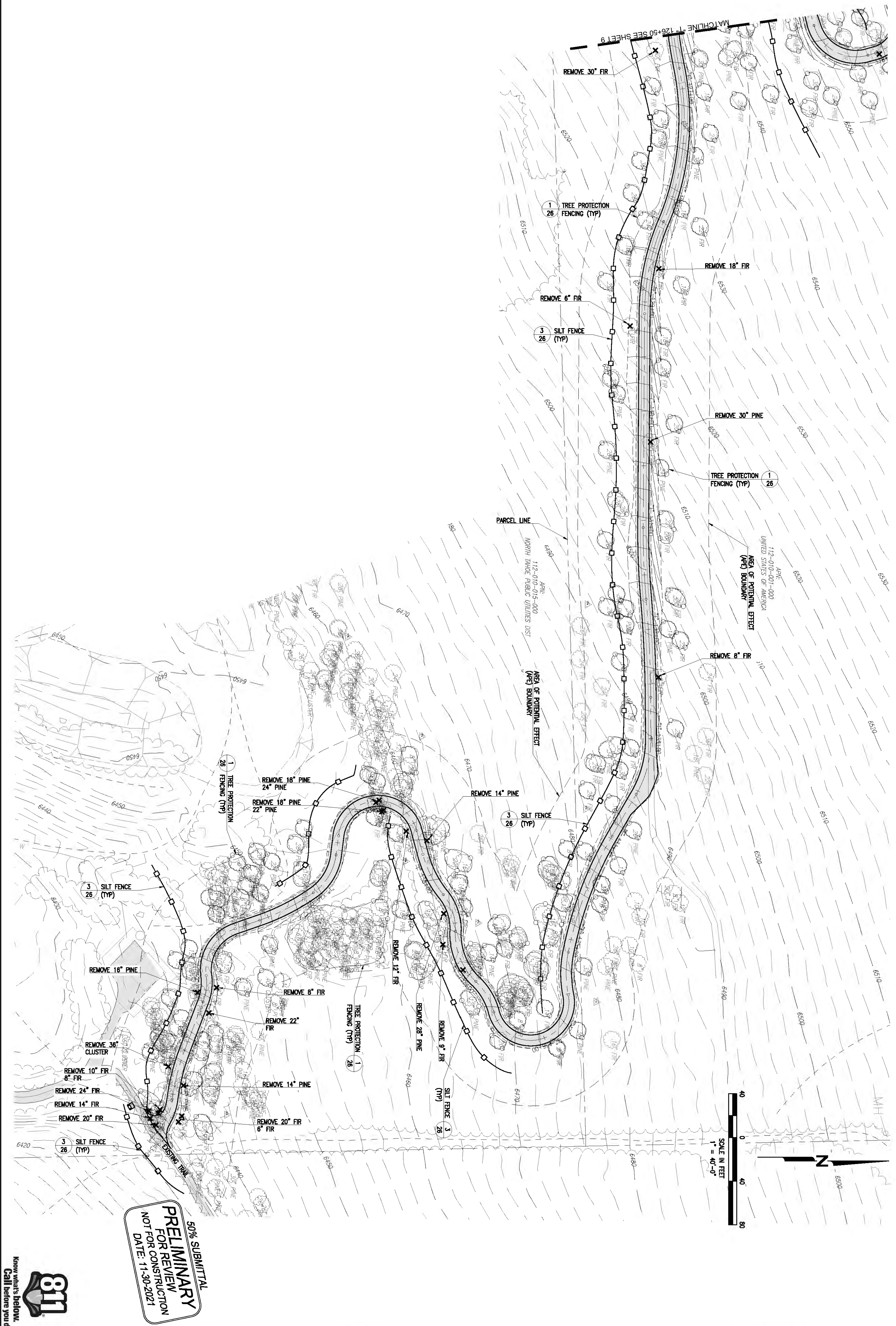
BMP PLAN "T" 81+50 TO "T" 99+50



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DATE: 11-30-21
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DATE: 11-15-21

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COUNTY OF PLACER	P.O. BOX 336
DEPARTMENT OF PUBLIC WORKS	7717 NORTH LAKE BOULEVARD (SR 28)
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NORTH TAHOE SHARED USE TRAIL

BMP PLAN "T" 126+50 TO "T" 143+00



COUNTY
OF
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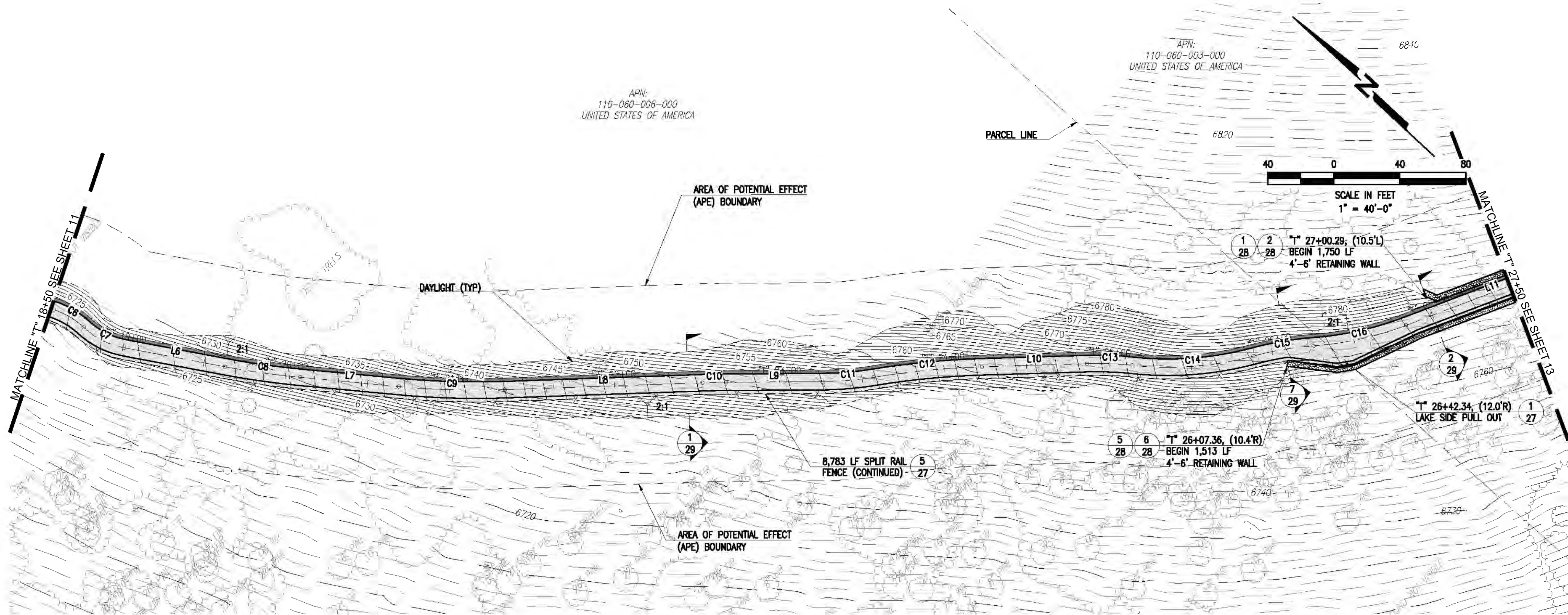
#

SHEET NO.

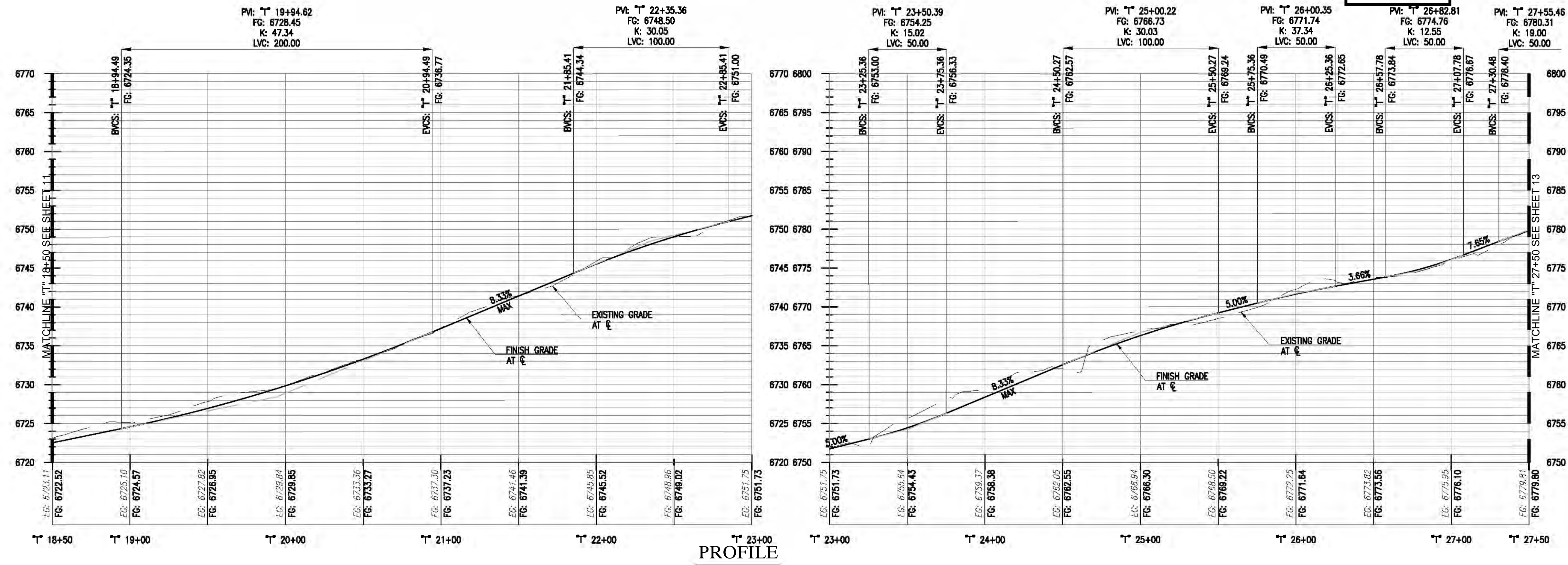
10 of 29

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PLAN



PROFILE

T				
NUMBER	RADIUS	LENGTH	LINE/CHORD DIRECTION	
C6	50.00	21.17	S12° 21' 35.35"E	
C7	50.00	27.96	S16° 15' 00.59"E	
L6		62.07	S32° 16' 14.40"E	
C8	500.00	46.08	S34° 54' 38.42"E	
L7		59.97	S37° 33' 02.44"E	
C9	500.00	64.37	S41° 14' 19.84"E	
L8		119.88	S44° 55' 37.24"E	
C10	500.00	14.17	S44° 06' 55.23"E	
L9		58.49	S43° 18' 13.22"E	
C11	200.00	31.18	S47° 46' 11.94"E	
C12	500.00	65.91	S48° 27' 35.47"E	
L10		63.70	S44° 41' 00.27"E	
C13	200.00	27.67	S40° 43' 12.38"E	
C14	200.00	73.76	S47° 19' 20.02"E	
C15	200.00	37.23	S52° 33' 14.93"E	
C16	200.00	57.50	S55° 27' 23.54"E	
L11		128.70	S63° 41' 32.78"E	

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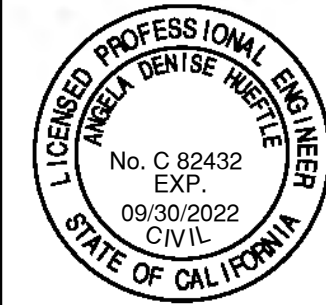
COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS
TAHOE ENGINEERING DIVISION

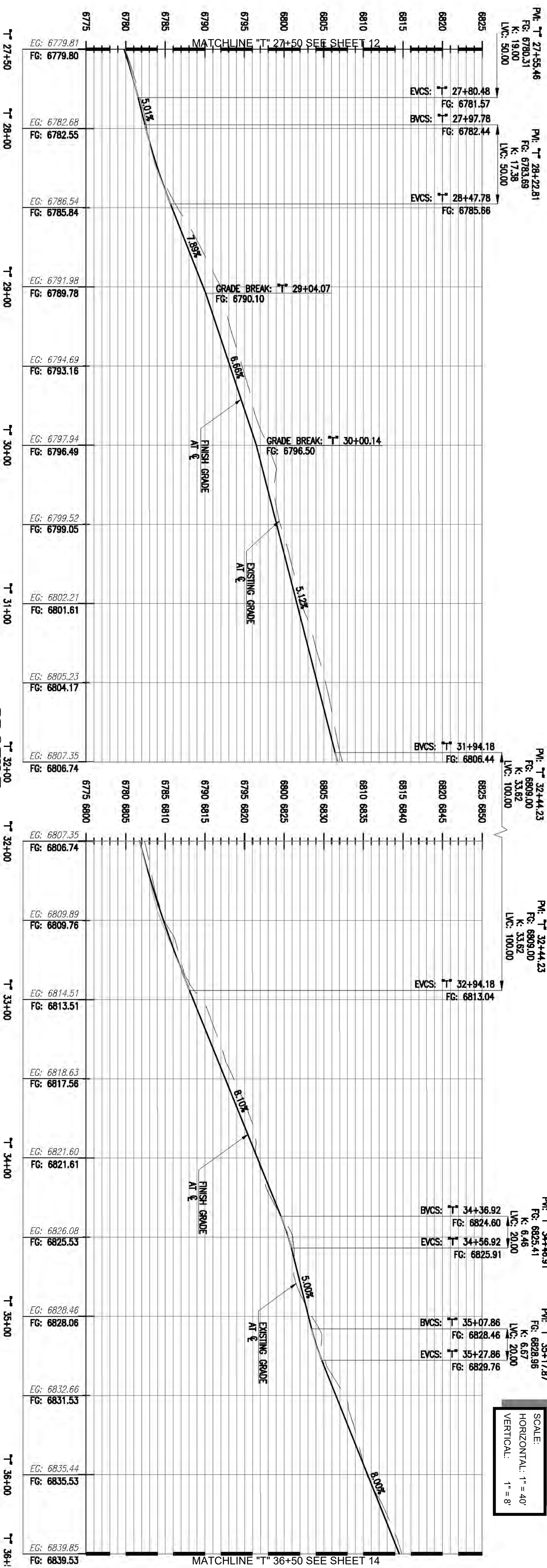
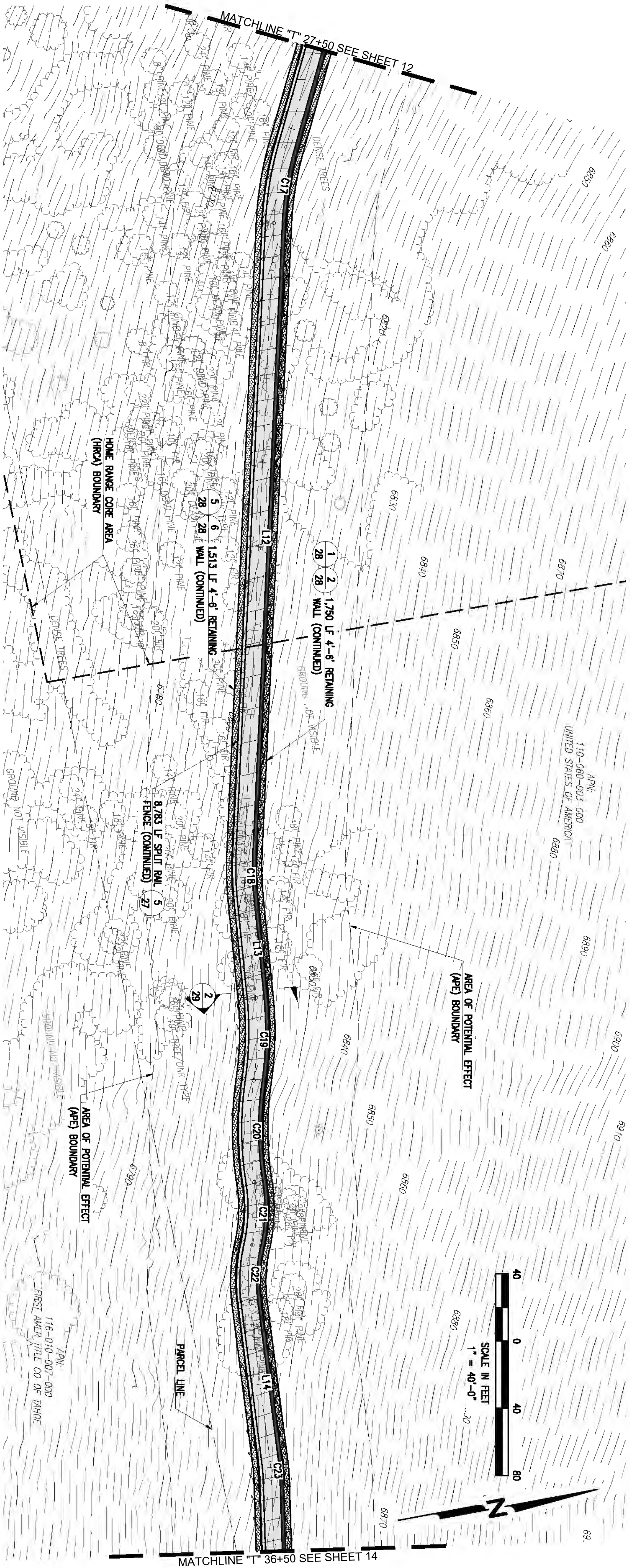
NORTH TAHOE SHARED USE TRAIL
PLAN AND PROFILE "T" 18+50 TO "T" 27+50

PROJECT NO.
#

SHEET NO.
12 OF 29

DESIGNED BY:	DATE:	APPROVED BY:	DATE:
KH	11-30-21		
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KH	11-30-21		
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FH	11-15-21		





T			
NUMBER	POINTS	LENGTH	LINE/CHORD DIRECTION
C17	200.00	45.72	S70° 14' 26.32"E
L12		374.30	S76° 47' 19.86"E
C18	200.00	29.35	S80° 59' 32.59"E
L13		56.16	S85° 11' 45.33"E
C19	200.00	49.16	S78° 09' 16.25"E
C20	200.00	60.67	S78° 08' 12.13"E
C21	100.00	37.81	S77° 39' 37.97"E
C22	100.00	34.92	S76° 49' 52.55"E
L14		95.79	S86° 50' 06.24"E
C23	100.00	9.65	S84° 04' 09.56"E
L15		103.55	S81° 16' 12.87"E

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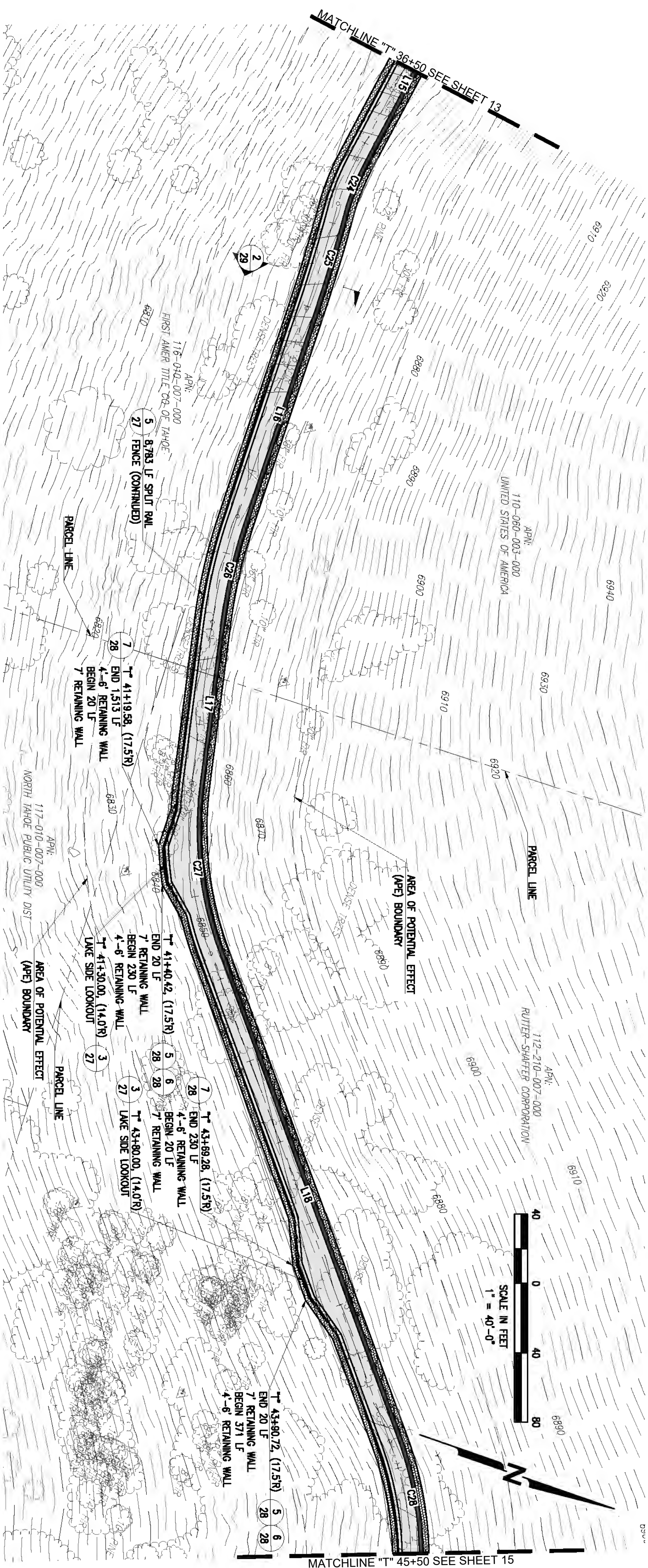
NORTH TAHOE SHARED USE TRAIL
PLAN AND PROFILE "T" 27+50 TO "T" 36+50



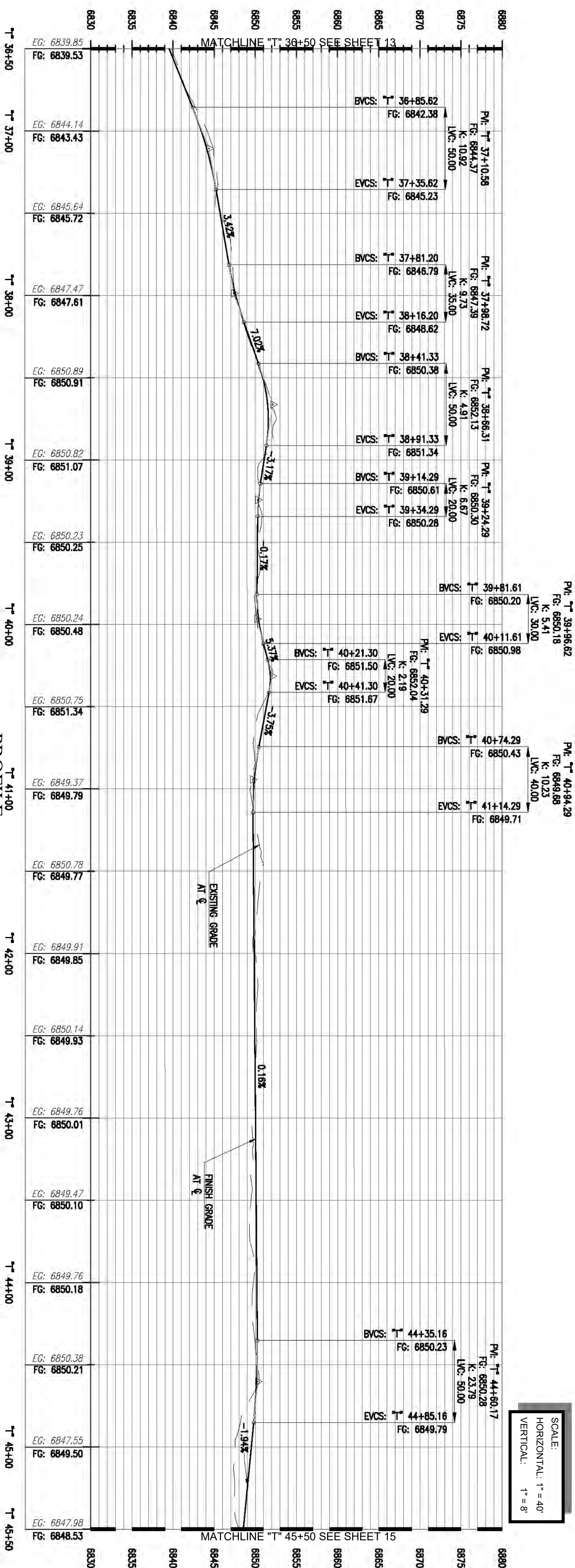
DESIGNED BY: KH
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SHEET NO. 13 OF 29



PLAN



T			
NUMBER	RADIUS	LENGTH	LIE/CHORD DIRECTION
L15		103.55	S81° 18' 12.87"E
C24	154.54	27.89	S86° 26' 13.99"E
C25	1000.00	63.00	N87° 25' 09.99"E
L16		126.49	N89° 13' 27.20"E
C26	308.00	62.92	N87° 01' 53.03"E
L17		93.63	N78° 10' 45.95"E
C27	207.88	99.73	N64° 25' 21.38"E
L18		299.67	N65° 39' 57.21"E
C28	200.00	86.94	N65° 32' 29.25"E

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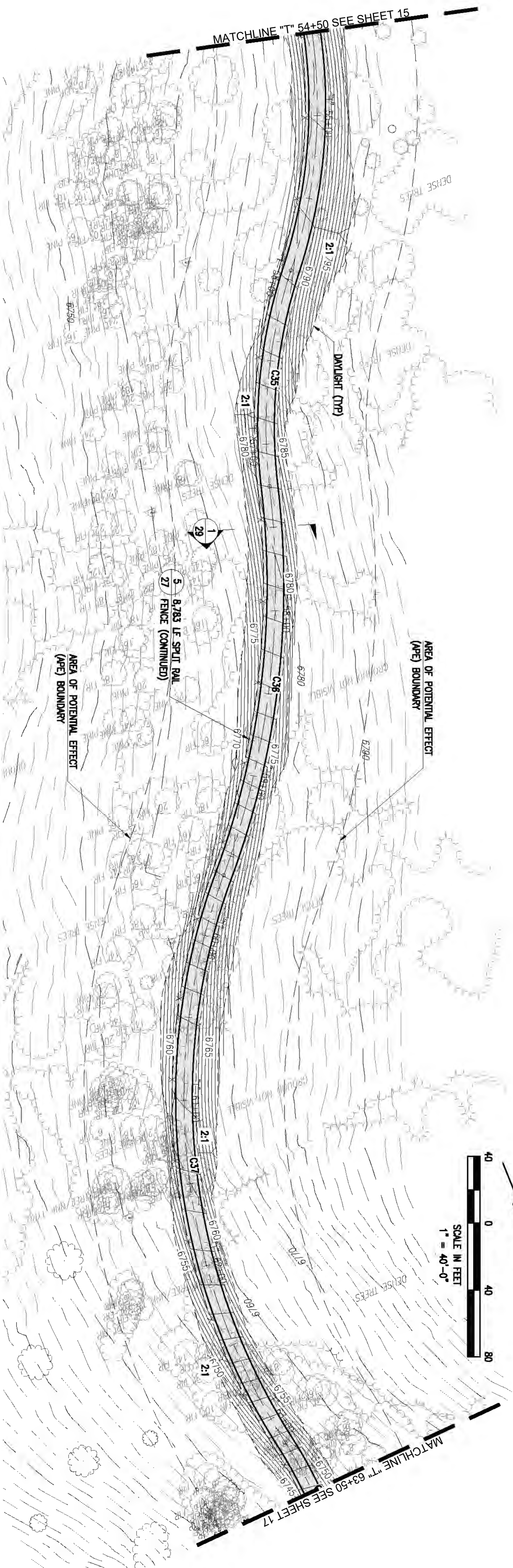
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NORTH TAHOE SHARED USE TRAIL
PLAN AND PROFILE "T" 36+50 TO "T" 45+50



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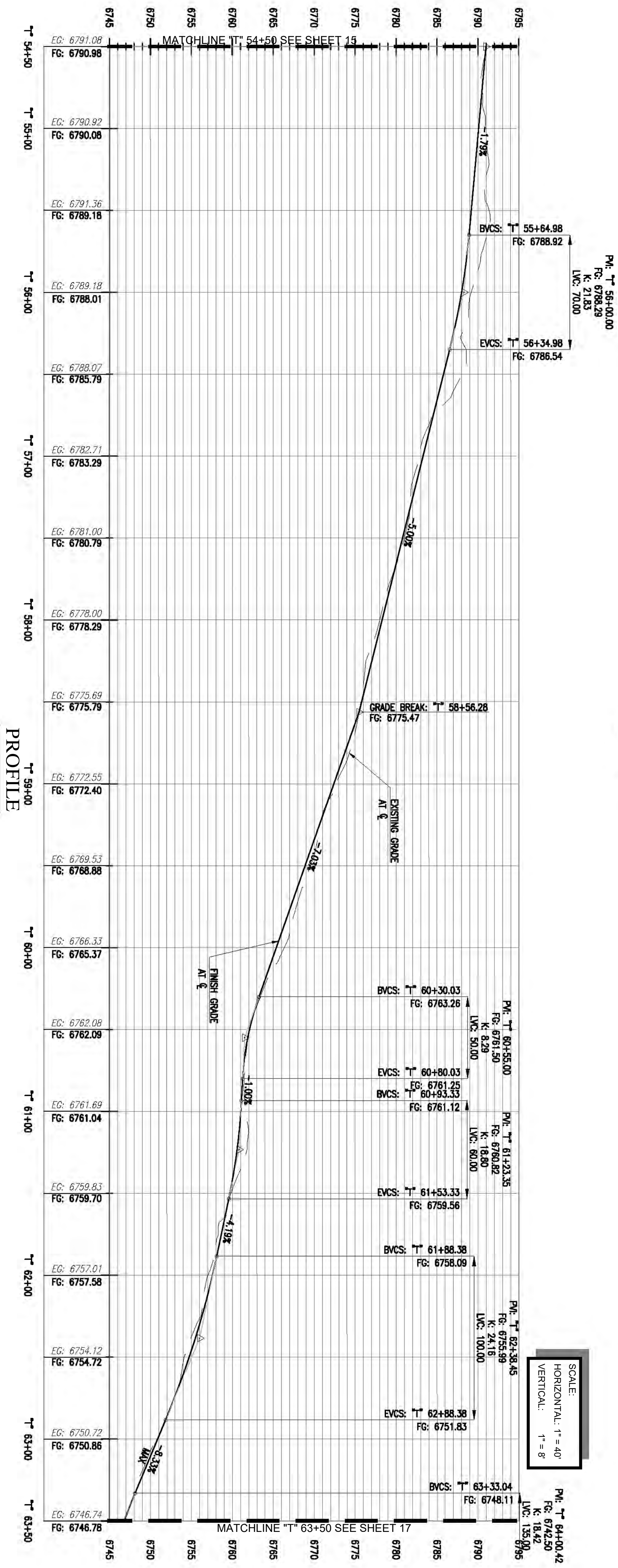
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APN:
112-210-007-000
RUTHER-SHAFTER CORPORATION



SCALE:
HORIZONTAL: 1" = 40'
VERTICAL: 1" = 8'



T			
NUMBER	RADIUS	LENGTH	LINE/CORNER DIRECTION
C35	300.00	131.04	N27° 43' 13.37"E
C36	500.00	236.72	N08° 46' 13.87"E
C37	383.00	354.29	N15° 49' 57.59"E
C38	249.00	72.30	N2° 18' 56.65"W

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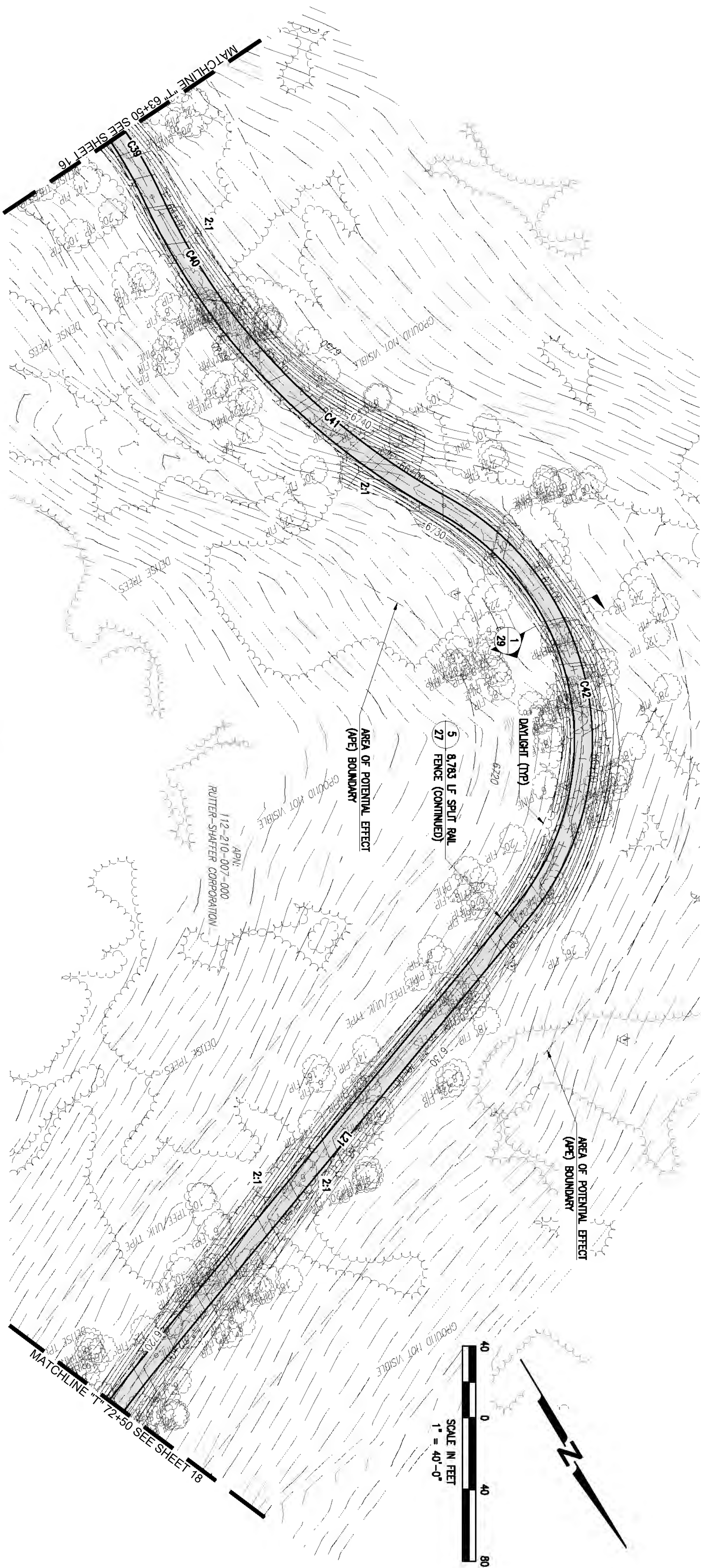
NORTH TAHOE SHARED USE TRAIL
PLAN AND PROFILE "T" 54+50 TO "T" 63+50



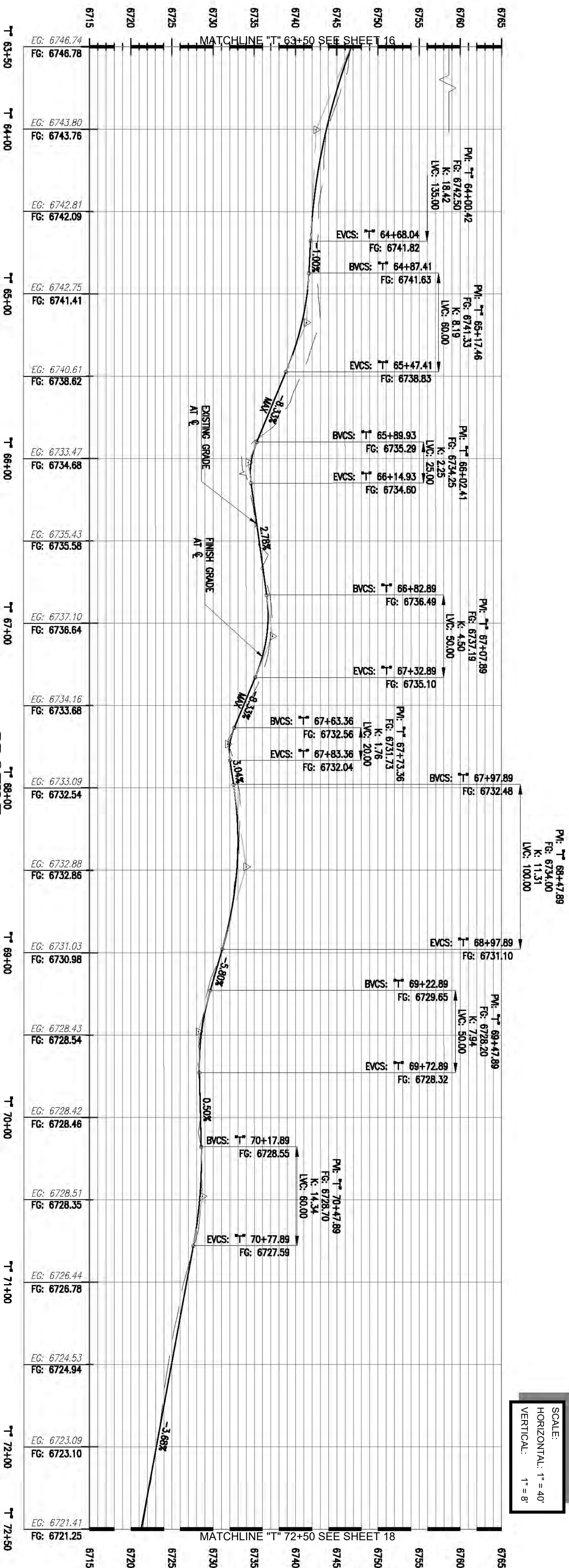
DESIGNED BY: KH
DATE: 11-30-21
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SHEET NO.
16 OF 29



PLAN



PROFILE

T			
NUMBER	RADIUS	LENGTH	LINE/CHORD DIRECTION
C39	248.00	72.30	N2° 18' 56.65"W
C40	388.00	82.82	N0° 03' 49.72"W
C41	400.00	158.59	N18° 49' 42.26"W
C42	150.00	263.88	N20° 10' 23.18"E
L21		320.50	N70° 31' 58.00"E

SCALE:
HORIZONTAL: 1" = 40'
VERTICAL: 1" = 8'

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PRELIMINARY
FOR REVIEW
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DATE: 11-30-2021

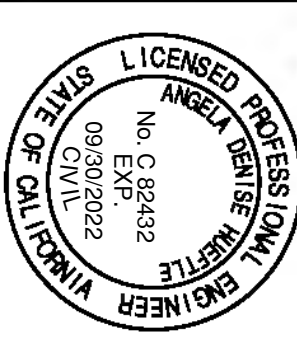


COUNTY OF
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TAHOE ENGINEERING DIVISION

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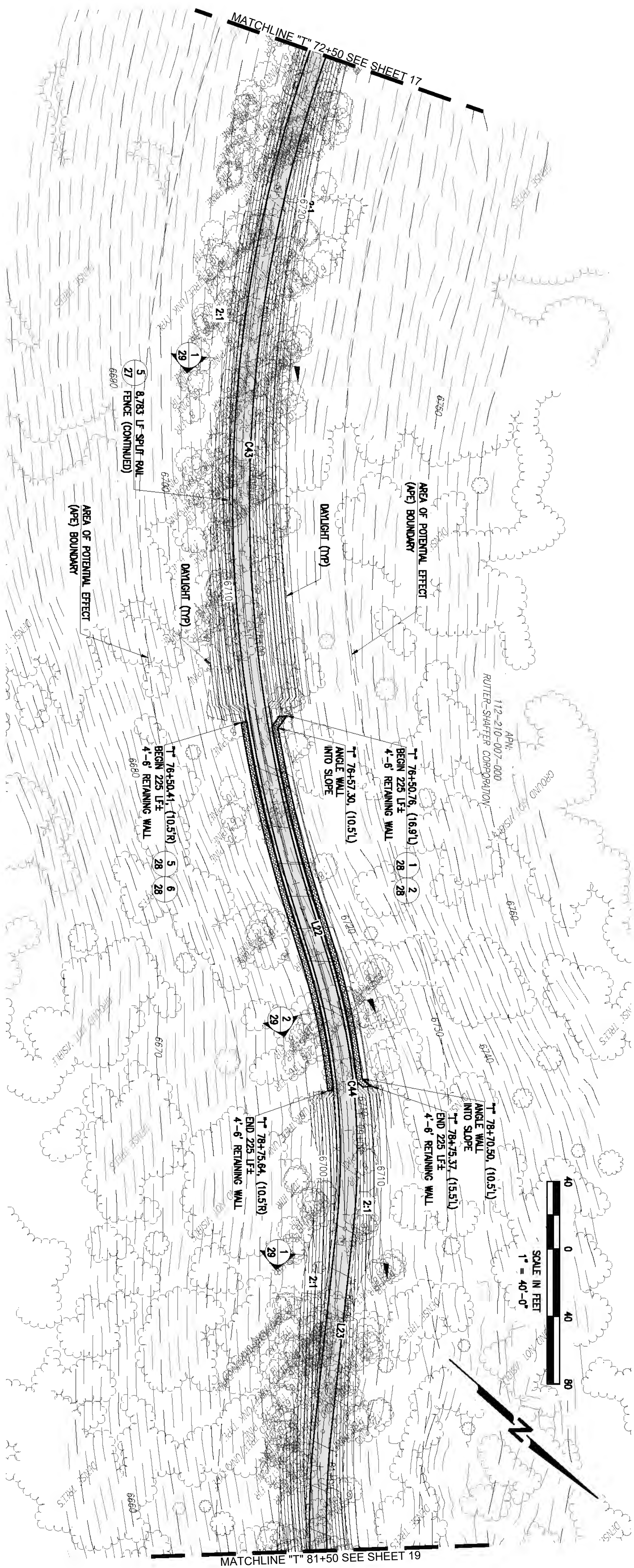
NORTH TAHOE SHARED USE TRAIL
PLAN AND PROFILE "T" 63+50 TO "T" 72+50



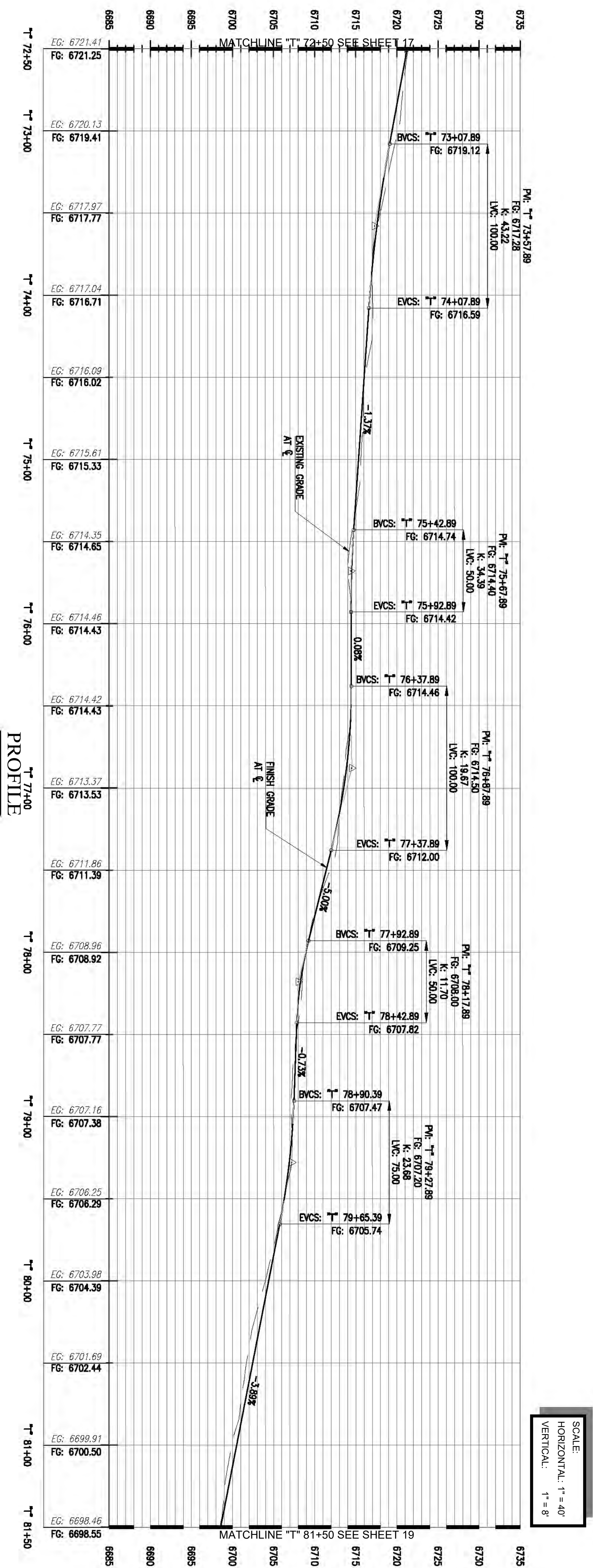
DESIGNED BY: KH
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SHEET NO. 17 OF 29



PLAN



T				
NUMBER	RADIUS	LENGTH	LINE/CHORD DIRECTION	
C43	800.00	551.02	N50° 48'	03.08° E
L22		27.99	N31° 04'	08.15° E
C44	400.00	165.12	N42° 53'	40.12° E
L23		120.74	N56° 43'	11.96° E

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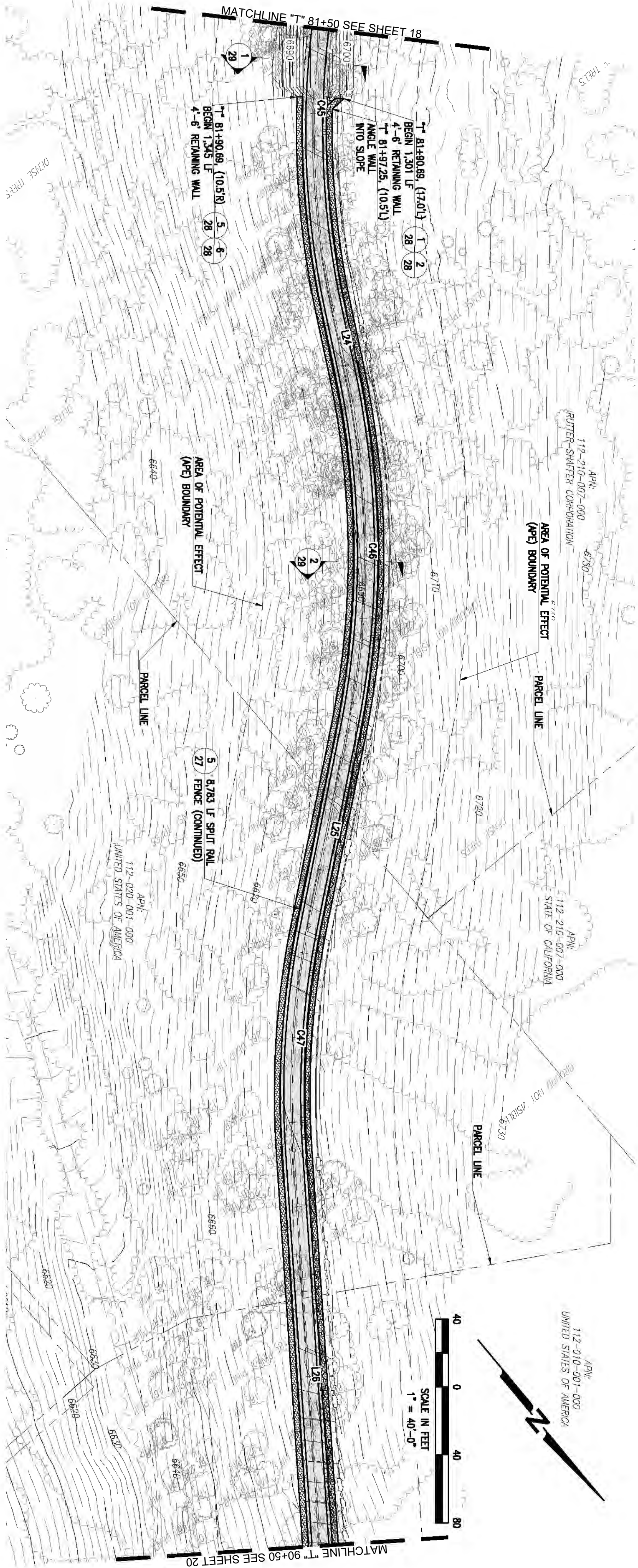
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NORTH TAHOE SHARED USE TRAIL
PLAN AND PROFILE "T" 72+50 TO "T" 81+50

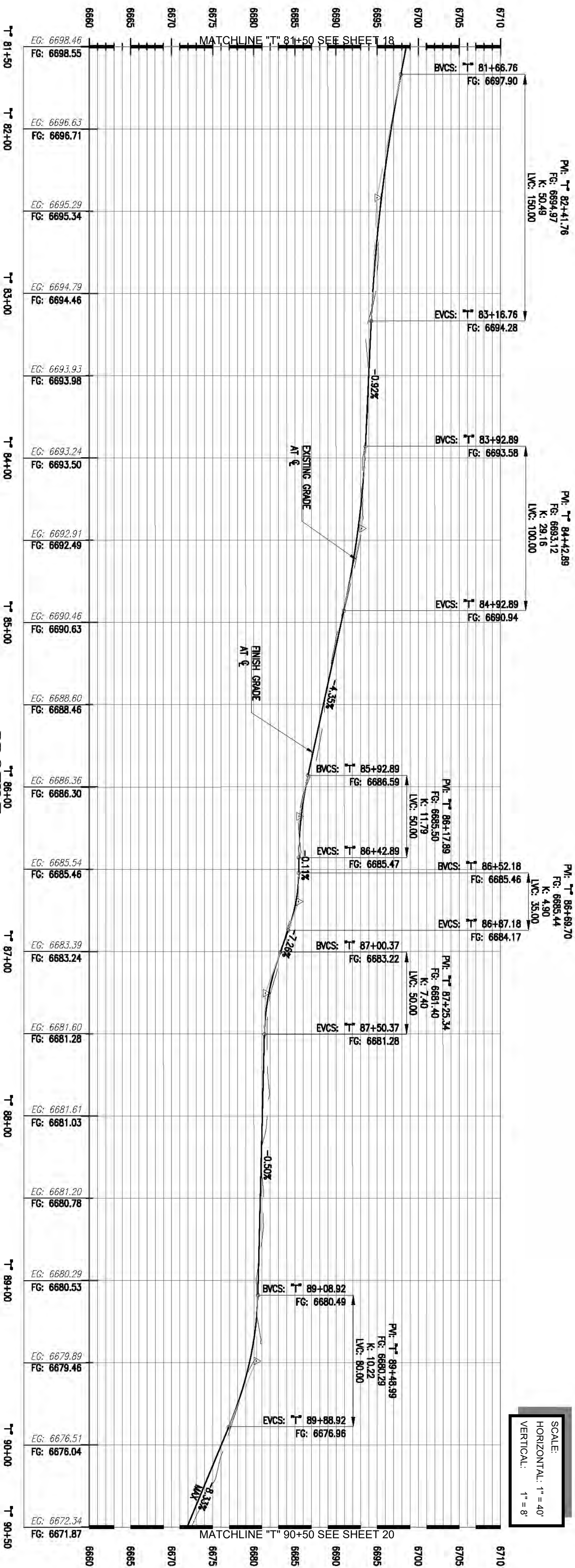


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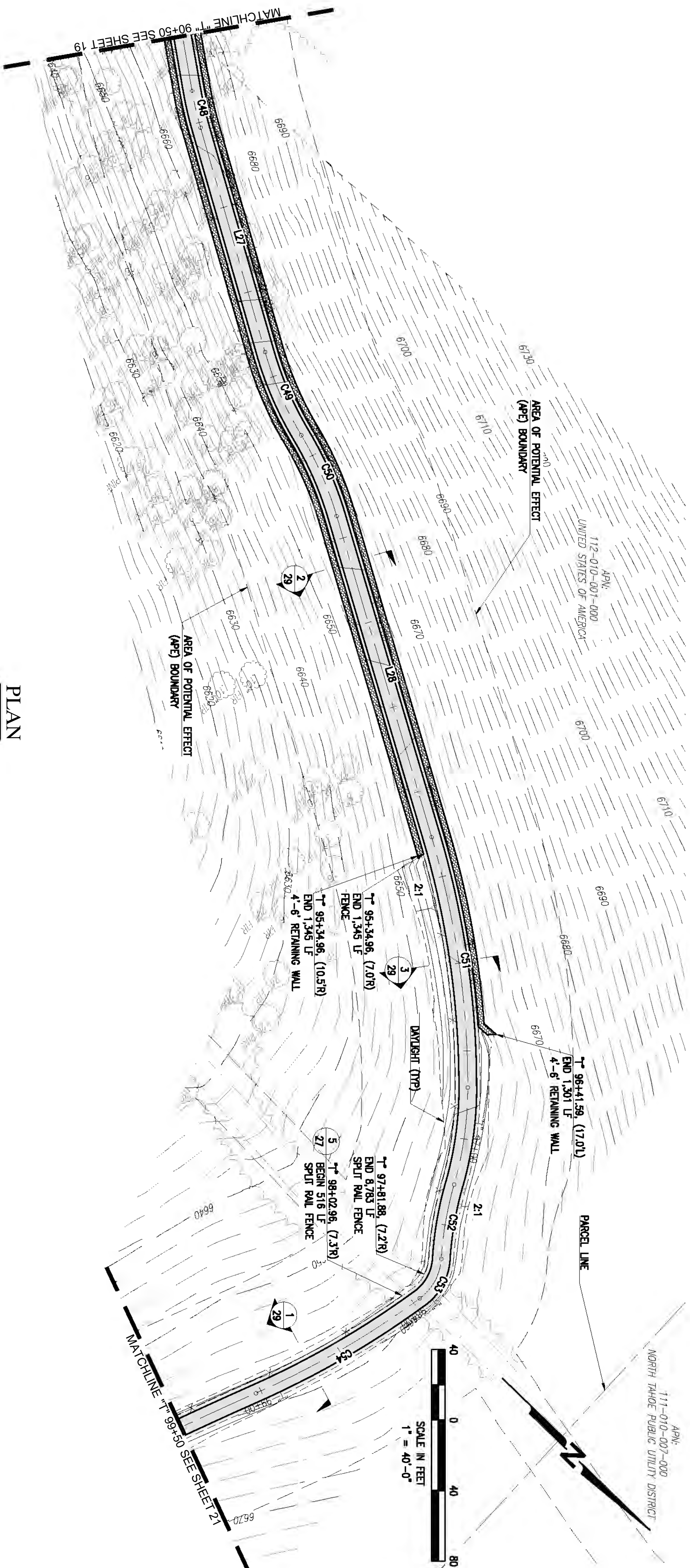
PROFILE

SCALE:
HORIZONTAL: 1" = 40'
VERTICAL: 1" = 8'

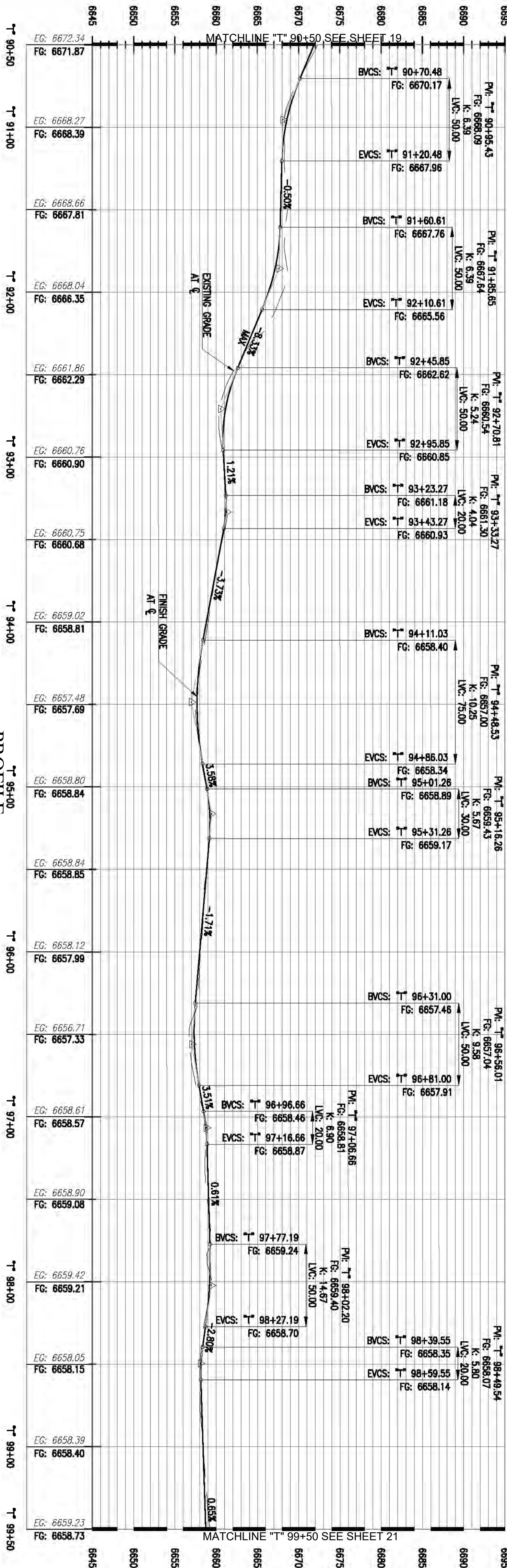
T			
NUMBER	RADIUS	LENGTH	LINE/CHORD DIRECTION
C45	500.00	235.68	N41° 12' 58.01"E
L24		38.83	N27° 42' 45.93"E
C46	520.00	212.92	N39° 26' 35.35"E
L25		117.02	N51° 10' 24.76"E
C47	500.00	133.12	N43° 32' 47.20"E
L26		264.86	N35° 55' 08.64"E

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PROFILE

T			
NUMBER	RADIUS	LENGTH	LINE/CORNER DIRECTION
C16	200.00	21.42	N22° 51' 02.08"E
L27		132.53	N29° 46' 54.48"E
C19	200.00	51.63	N22° 23' 11.35"E
C20	200.00	50.15	N22° 10' 29.43"E
L28		188.80	N29° 21' 30.64"E
C21	500.00	143.92	N37° 36' 15.76"E
C22	200.00	42.98	N65° 38' 51.07"E
C23	30.01	26.23	N74° 31' 40.43"E
C24	500.00	107.45	S74° 16' 43.77"E

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TAHOE ENGINEERING DIVISION

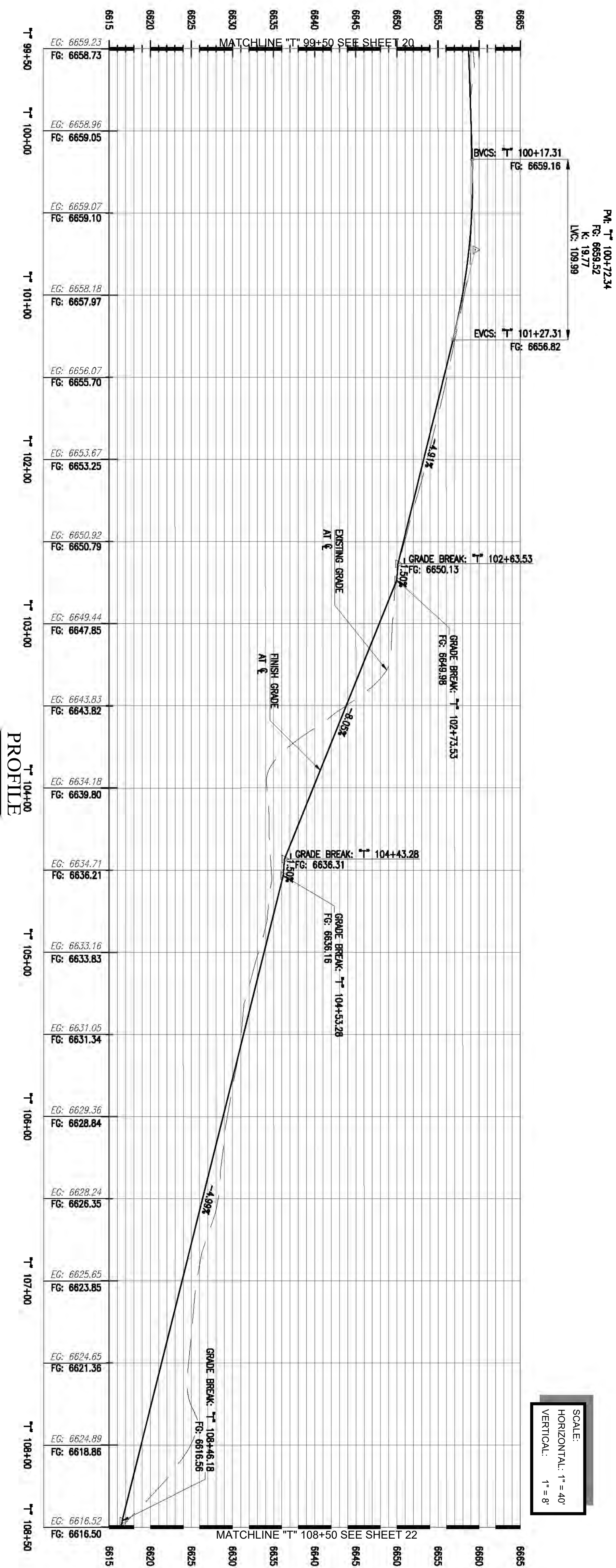
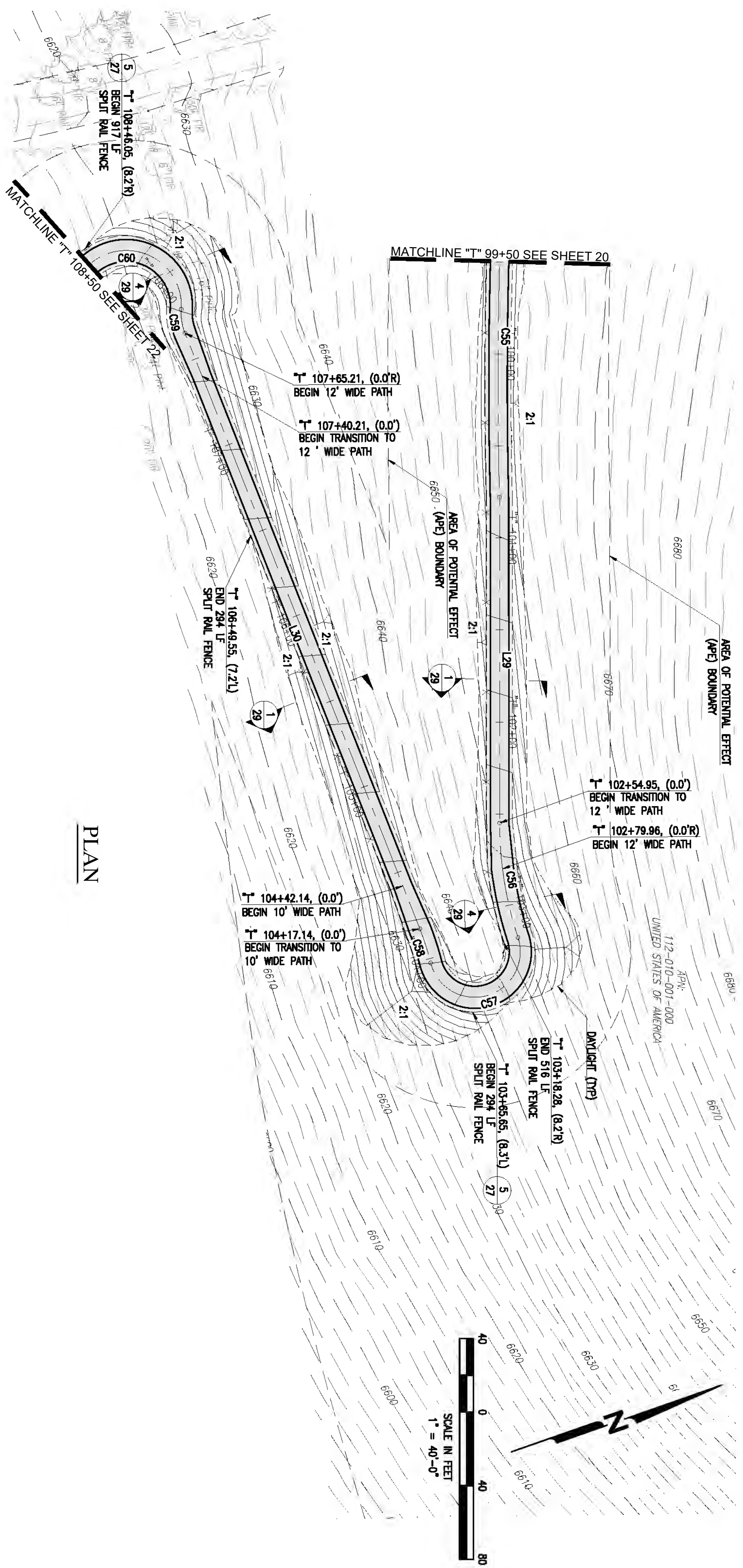
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NORTH TAHOE SHARED USE TRAIL
PLAN AND PROFILE "T" 90+50 TO "T" 99+50



DESIGNED BY: KH
DATE: 11-30-21
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DATE: 11-30-21
CHECKED BY: FH
DATE: 11-15-21

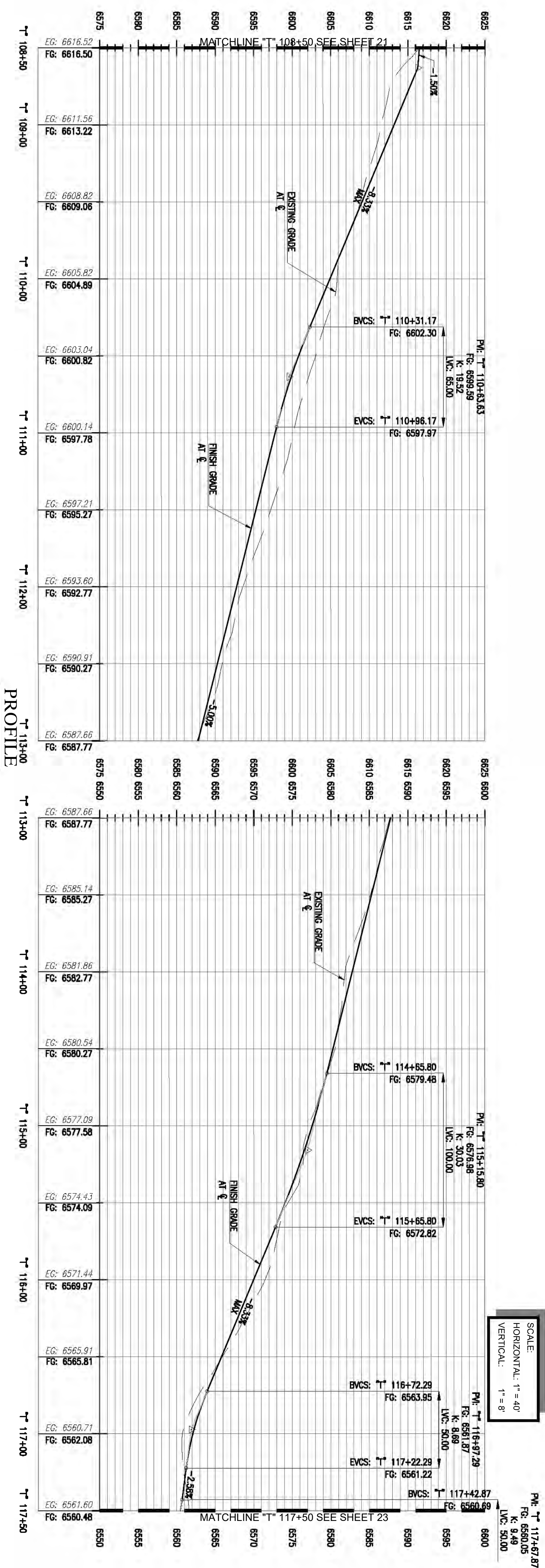
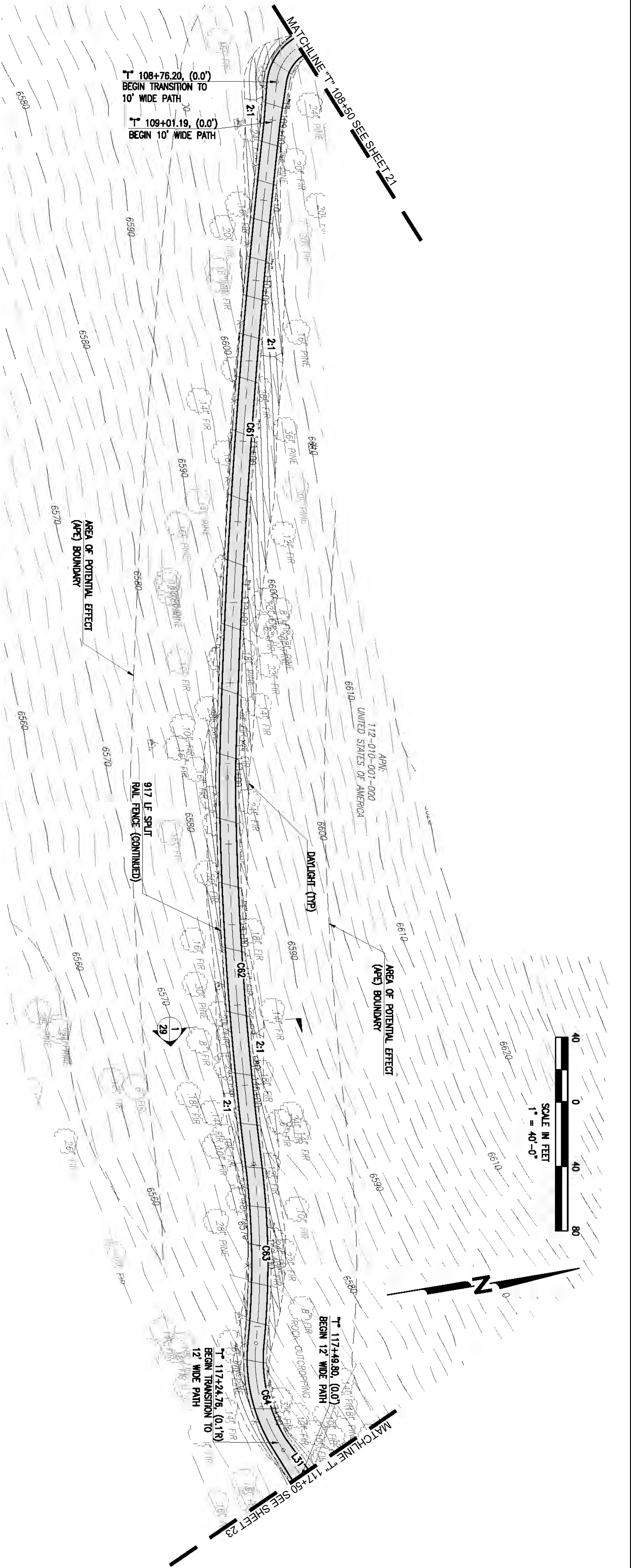
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T			
NUMBER	RAIUS	LENGTH	LINE/CHORD DIRECTION
C55	24.41,3.6	174.75	S70° 07' 55.36"E
L29		177.11	S70° 44' 54.31"E
C56	200.00	83.33	S79° 49' 12.08"E
C57	24.72	79.38	S3° 06' 50.61"W
C58	151.91	19.48	N88° 33' 15.64"W
L30		348.08	S87° 46' 17.72"W
C59	30.00	13.22	N79° 36' 06.83"W
C60	30.00	97.76	S19° 38' 56.95"W

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T			
NUMBER	RADIUS	LENGTH	LINE/CHORD DIRECTION
C01	4850.79	432.32	S76° 21' 21.06"E
C02	2100.00	240.28	S84° 18' 10.04"E
C03	500.00	111.57	S81° 11' 16.81"E
C04	100.00	69.80	N05° 12' 30.70"E
L01		19.63	N05° 12' 44.72"E

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TAHOE ENGINEERING DIVISION

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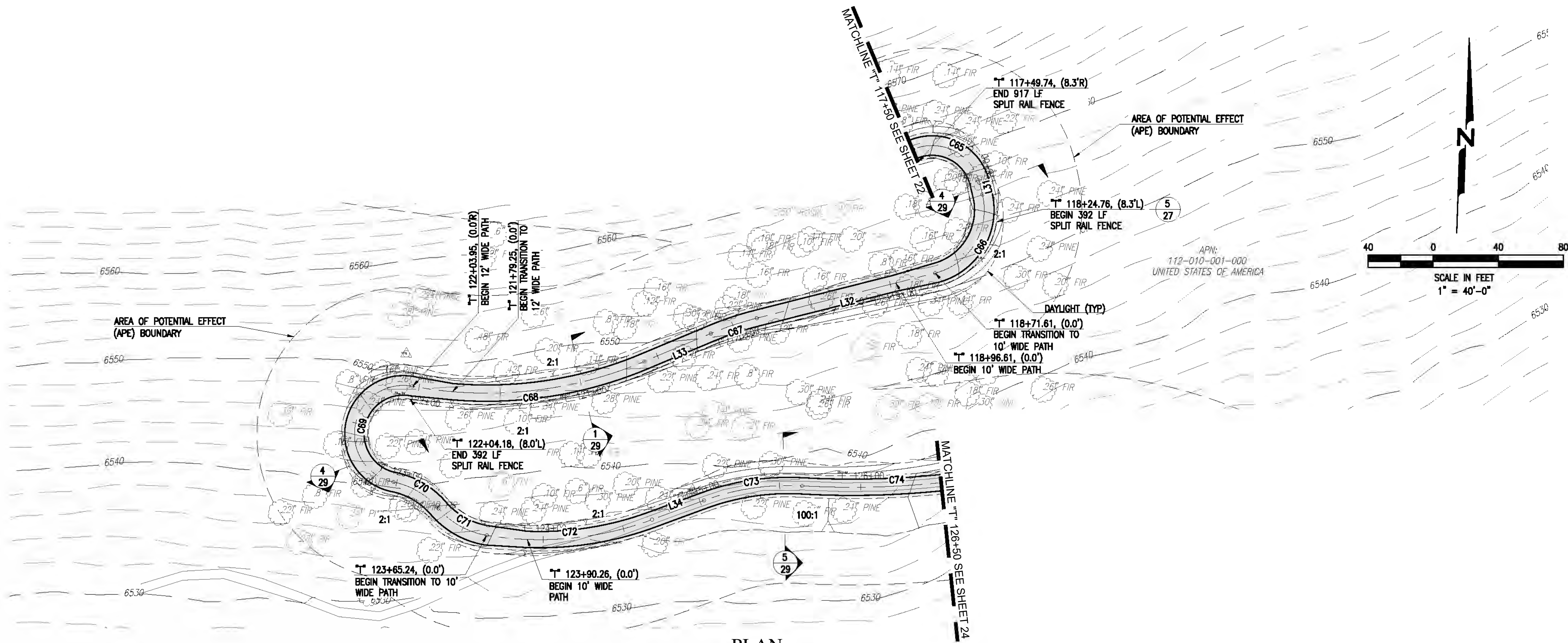
NORTH TAHOE SHARED USE TRAIL
PLAN AND PROFILE "T" 108+50 TO "T" 117+50

ENGINEER
ANGELA WISSETTE
No. C 82432
09/30/2022
STATE OF CALIFORNIA

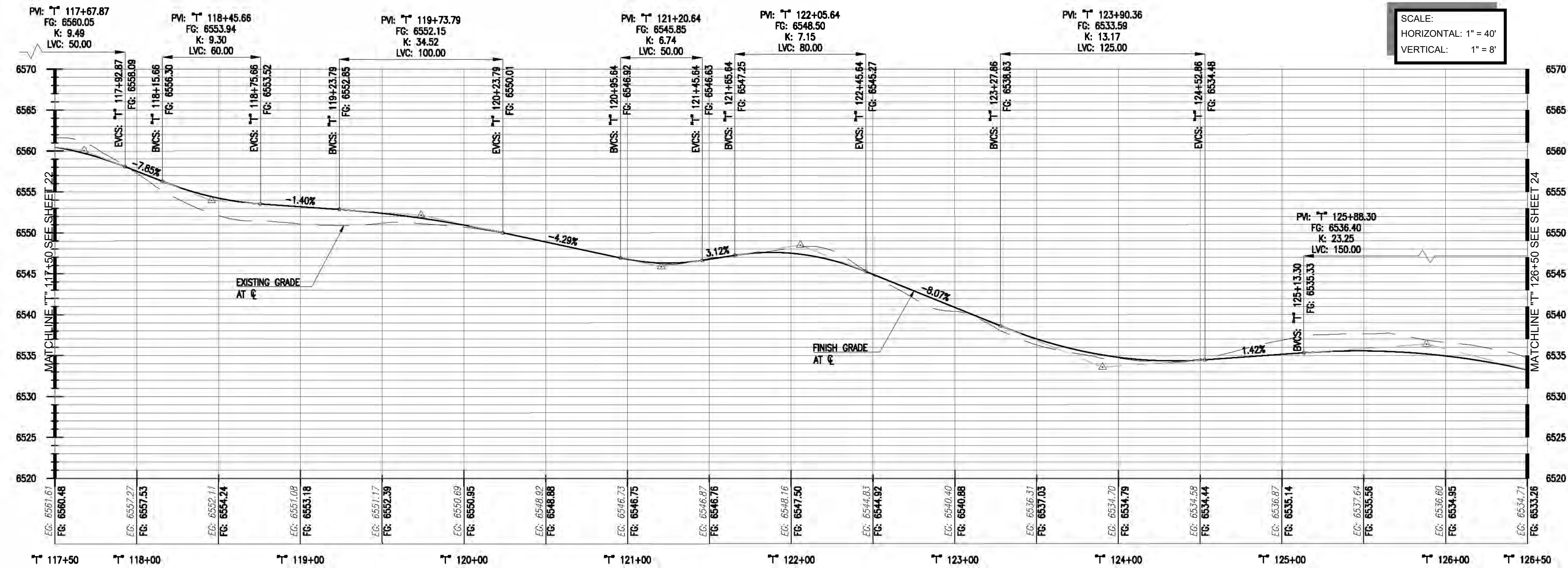
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PLAN



PROFILE

T			
NUMBER	RADIUS	LENGTH	LINE/CHORD DIRECTION
C65	30.00	51.82	S65° 18' 05.50"E
L31		7.44	S15° 48' 55.73"E
C66	40.00	62.55	S28° 58' 08.74"W
L32		113.06	S73° 47' 15.21"W
C67	200.00	29.85	S69° 30' 43.32"W
L33		44.36	S65° 14' 11.43"W
C68	250.00	145.38	S81° 53' 44.42"W
C69	30.00	93.67	S9° 06' 09.45"W
C70	50.00	32.64	S61° 38' 48.32"E
C71	50.00	34.67	S62° 48' 21.35"E
C72	200.00	103.14	N82° 33' 30.12"E
L34		34.09	N67° 47' 04.81"E
C73	150.00	61.40	N79° 30' 41.72"E
C74	536.00	116.92	N84° 59' 21.92"E

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FOR REVIEW
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DATE: 11-30-2021



DESIGNED BY: KH	DATE: 11-30-21
DRAWN BY: KH	DATE: 11-30-21
CHECKED BY: FH	DATE: 11-15-21

LICENSED PROFESSIONAL ENGINEER
AREA: CIVIL
No. C 82432
EXP. 09/30/2022
STATE OF CALIFORNIA

COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS
TAHOE ENGINEERING DIVISION

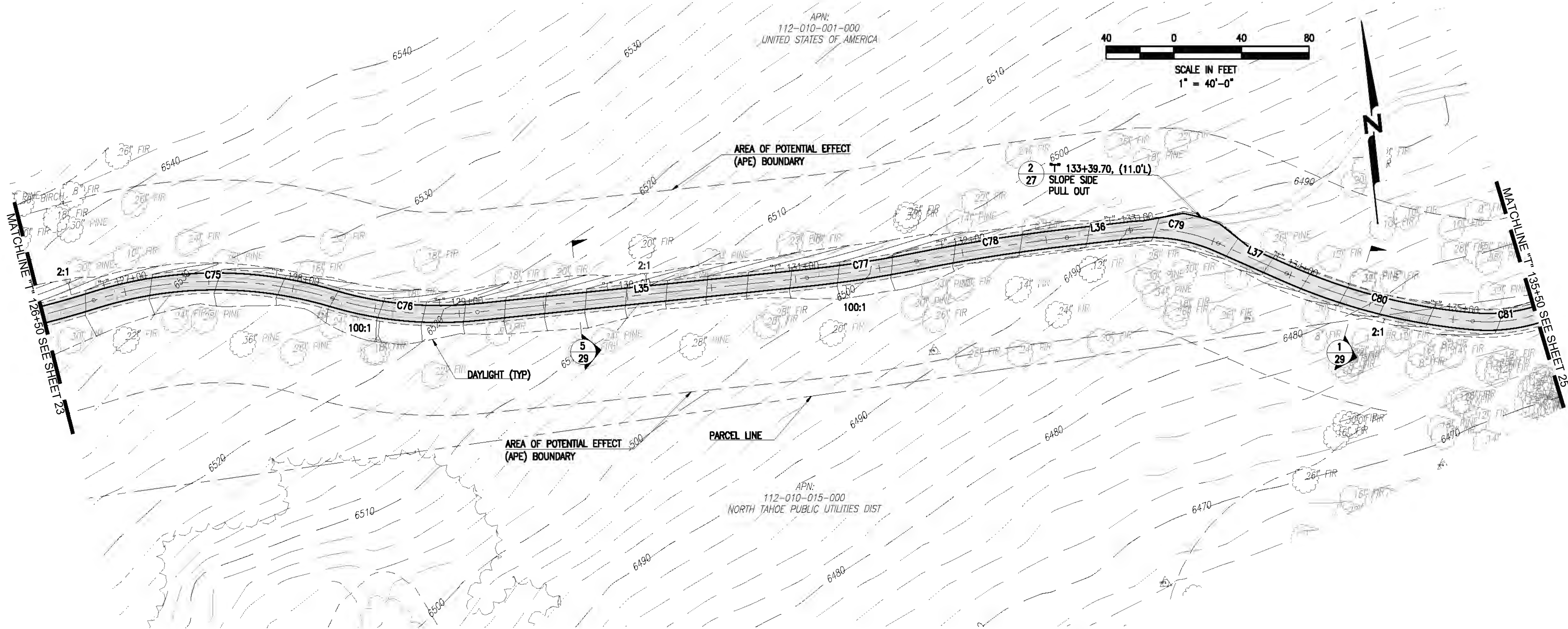
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NORTH TAHOE SHARED USE TRAIL
PLAN AND PROFILE "T" 117+50 TO "T" 126+50

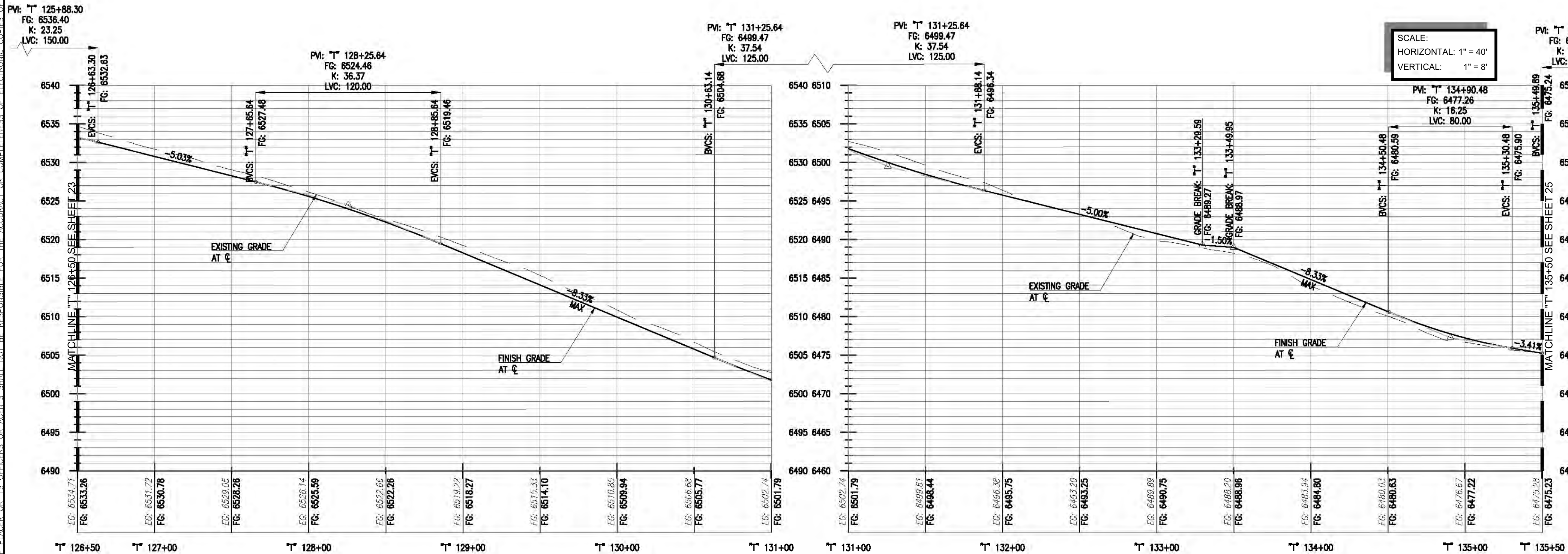
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PLAN



PROFILE

T			
NUMBER	RADIUS	LENGTH	LINE/CHORD DIRECTION
C75	240.00	143.28	S84° 09' 22.72"E
C76	220.00	86.71	S78° 20' 40.53"E
L35		195.84	S89° 38' 10.42"E
C77	700.00	65.62	N87° 40' 42.06"E
C78	1100.00	90.08	N87° 20' 19.92"E
L36		38.00	N89° 41' 05.30"E
C79	100.00	52.93	S75° 09' 08.95"E
L37		44.30	S59° 59' 23.19"E
C80	350.00	114.08	S69° 19' 39.92"E
C81	100.00	39.28	S89° 55' 02.91"E

DESIGNED BY: KH	DATE: 11-30-21
DRAWN BY: KH	DATE: 11-30-21
CHECKED BY: FH	DATE: 11-15-21

LICENSED PROFESSIONAL ENGINEER
AREA: DENSE FOREST
No. C 82432
EXP. 09/30/2022
CIVIL
STATE OF CALIFORNIA

P.O. BOX 336
7717 NORTH LAKE BOULEVARD (SR 28)
KINGS BEACH, CA 96143
(530) 581-6238

COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS
TAHOE ENGINEERING DIVISION

Placer

NORTH TAHOE SHARED USE TRAIL
PLAN AND PROFILE "T" 126+50 TO "T" 135+50

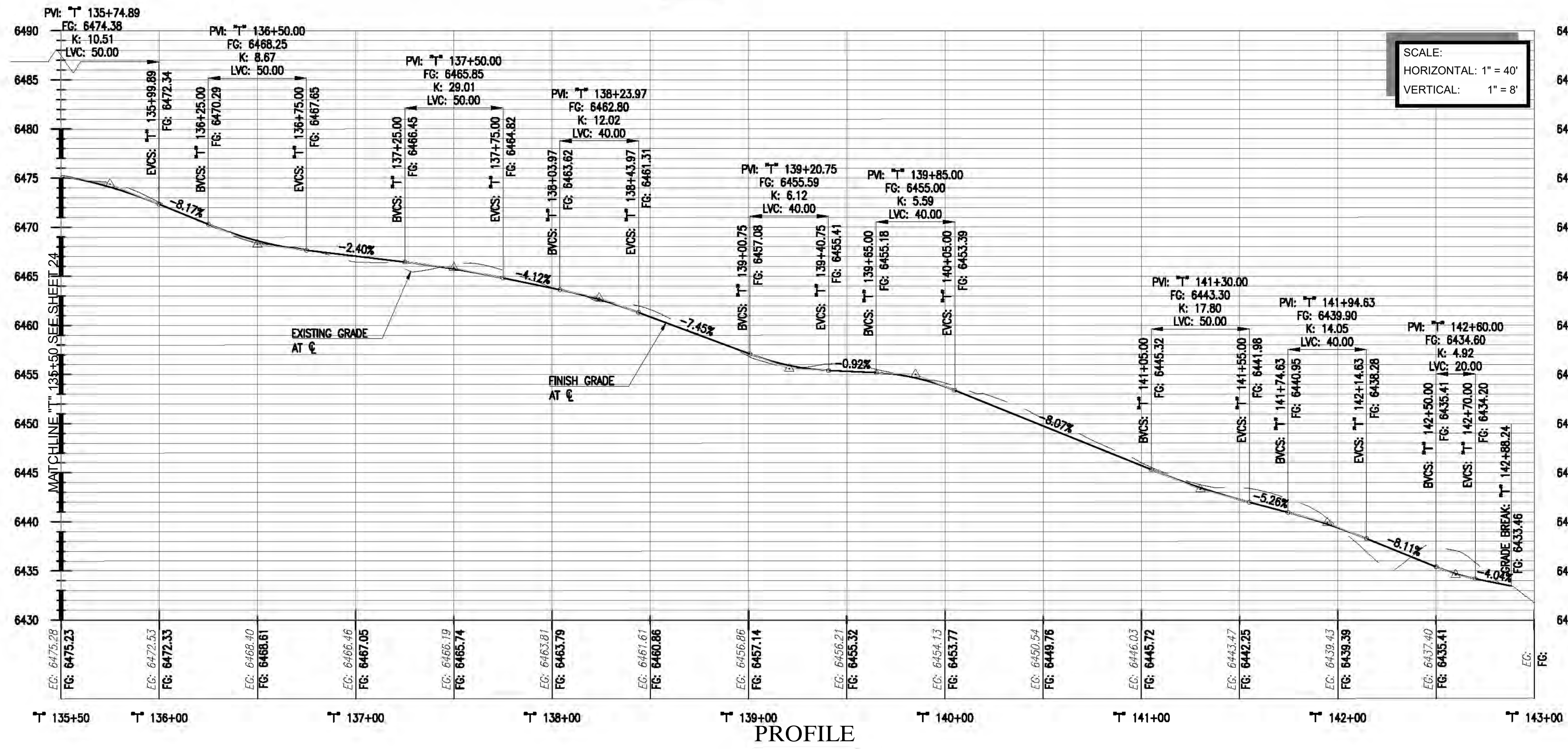
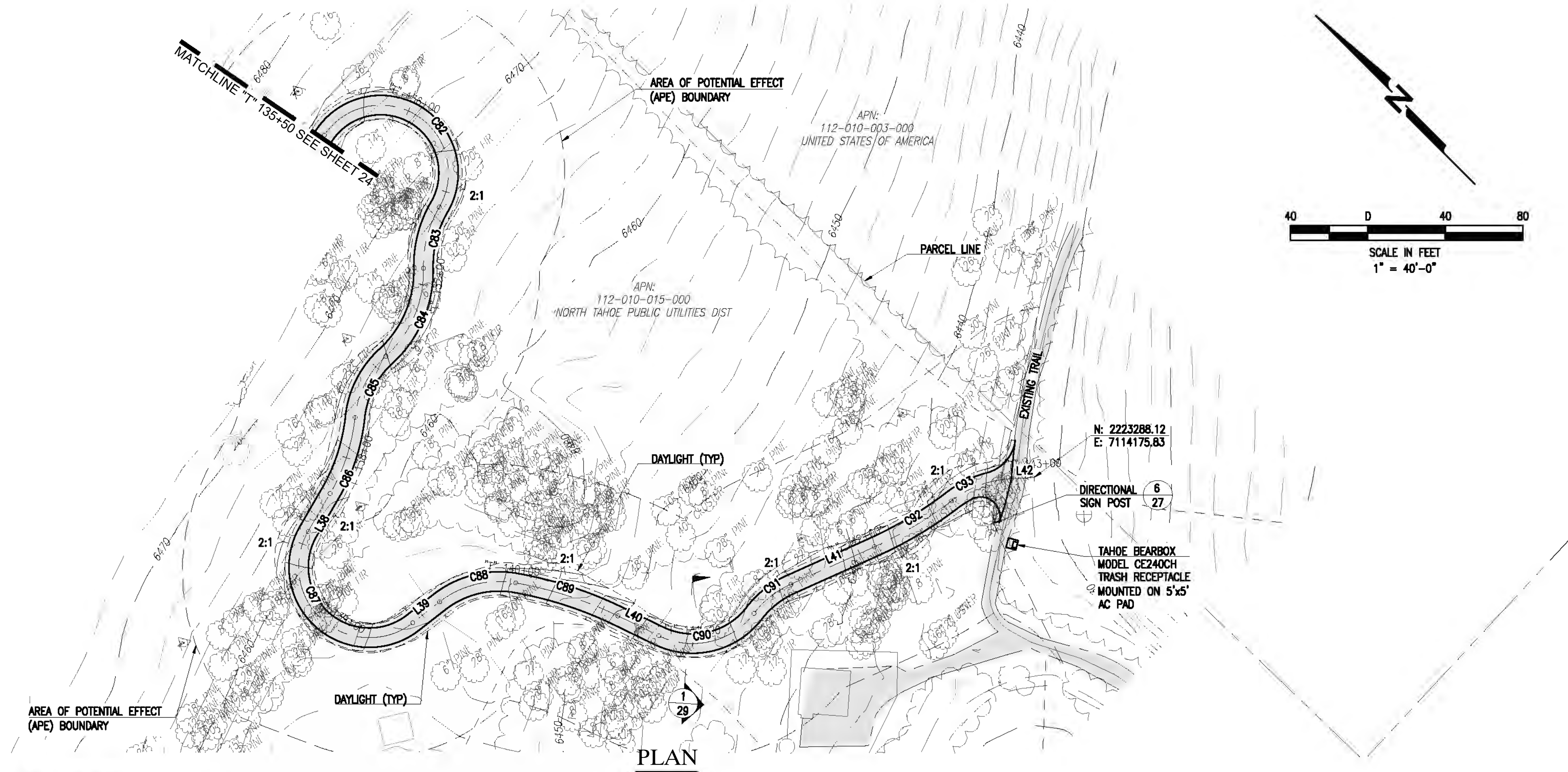
PROJECT NO. #

SHEET NO. 24 OF 29

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T			
NUMBER	RADIUS	LENGTH	LINE/CHORD DIRECTION
C82	35.00	107.75	S12° 58' 24.92"E
C83	60.00	32.94	S59° 29' 41.45"W
C84	60.00	51.01	S68° 07' 22.05"W
C85	50.00	36.06	S71° 49' 02.05"W
C86	100.00	41.67	S63° 05' 39.63"W
L38		22.64	S75° 01' 55.71"W
C87	36.50	100.59	S3° 55' 07.04"E
L39		17.55	S82° 52' 09.81"E
C88	50.00	41.71	S58° 58' 12.67"E
C89	200.00	55.54	S27° 06' 57.48"E
L40		23.56	S19° 09' 39.43"E
C90	40.00	54.56	S68° 14' 15.34"E
C91	50.00	24.55	S83° 14' 51.88"E
L41		47.20	S69° 10' 53.78"E
C92	200.00	46.40	S75° 49' 38.09"E
C93	55.78	33.57	S65° 13' 59.93"E
L42		11.76	S47° 59' 37.45"E

DESIGNED BY: KH
DATE: 11-30-21
DRAWN BY: KH
DATE: 11-30-21
CHECKED BY: FH
DATE: 11-15-21

LICENSED PROFESSIONAL ENGINEER
AREA: CIVIL
No. C-82432
EXP. 09/30/2022
STATE OF CALIFORNIA

COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS
TAHOE ENGINEERING DIVISION

P.O. BOX 336
7717 NORTH LAKE BOULEVARD (SR 28)
KINGS BEACH, CA 96143
(530) 581-6238

PROJECT NO. #

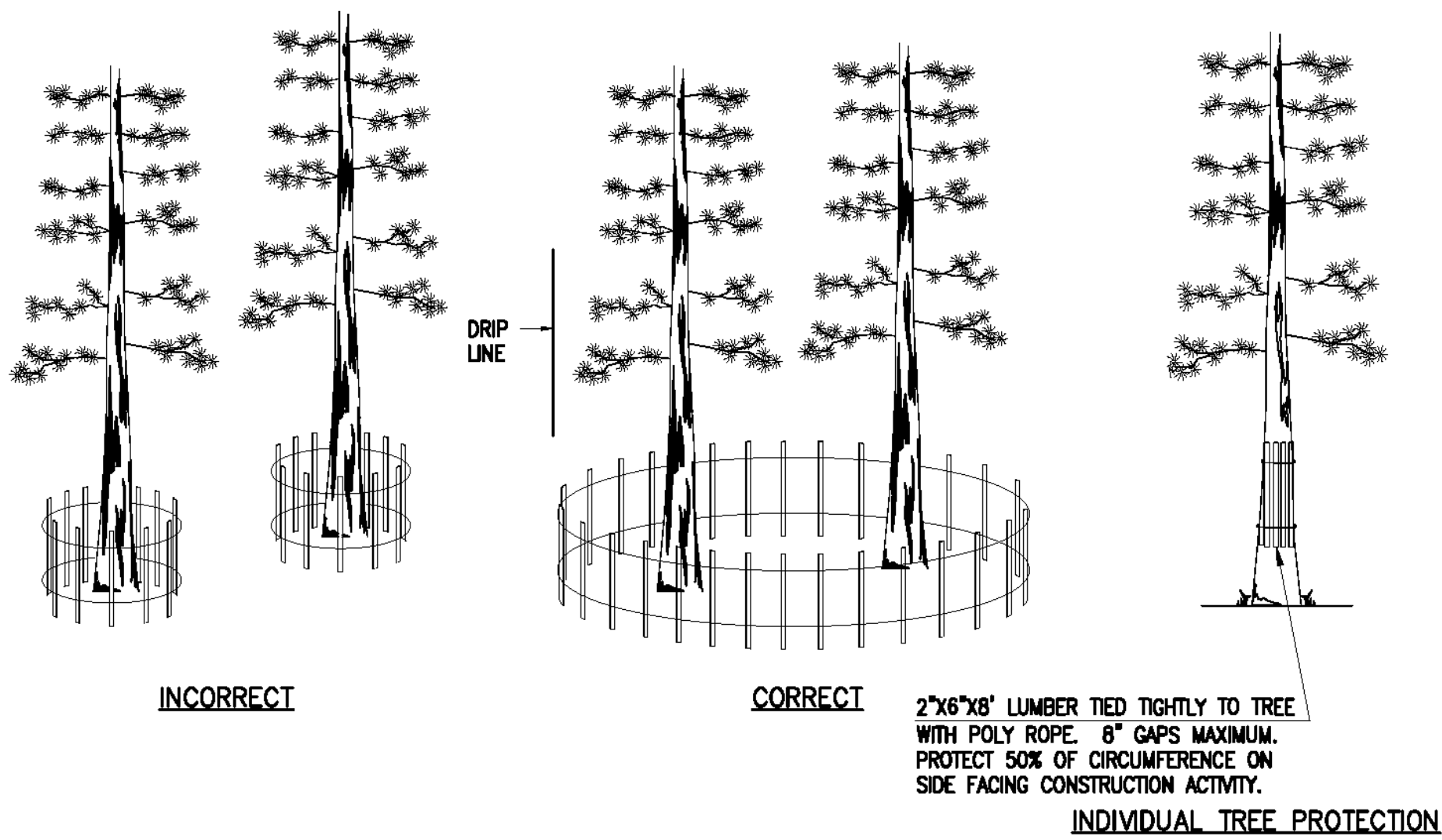
SHEET NO. 25 OF 29

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DATE: 11-30-2021

811
Know what's below.
Call before you dig.

180

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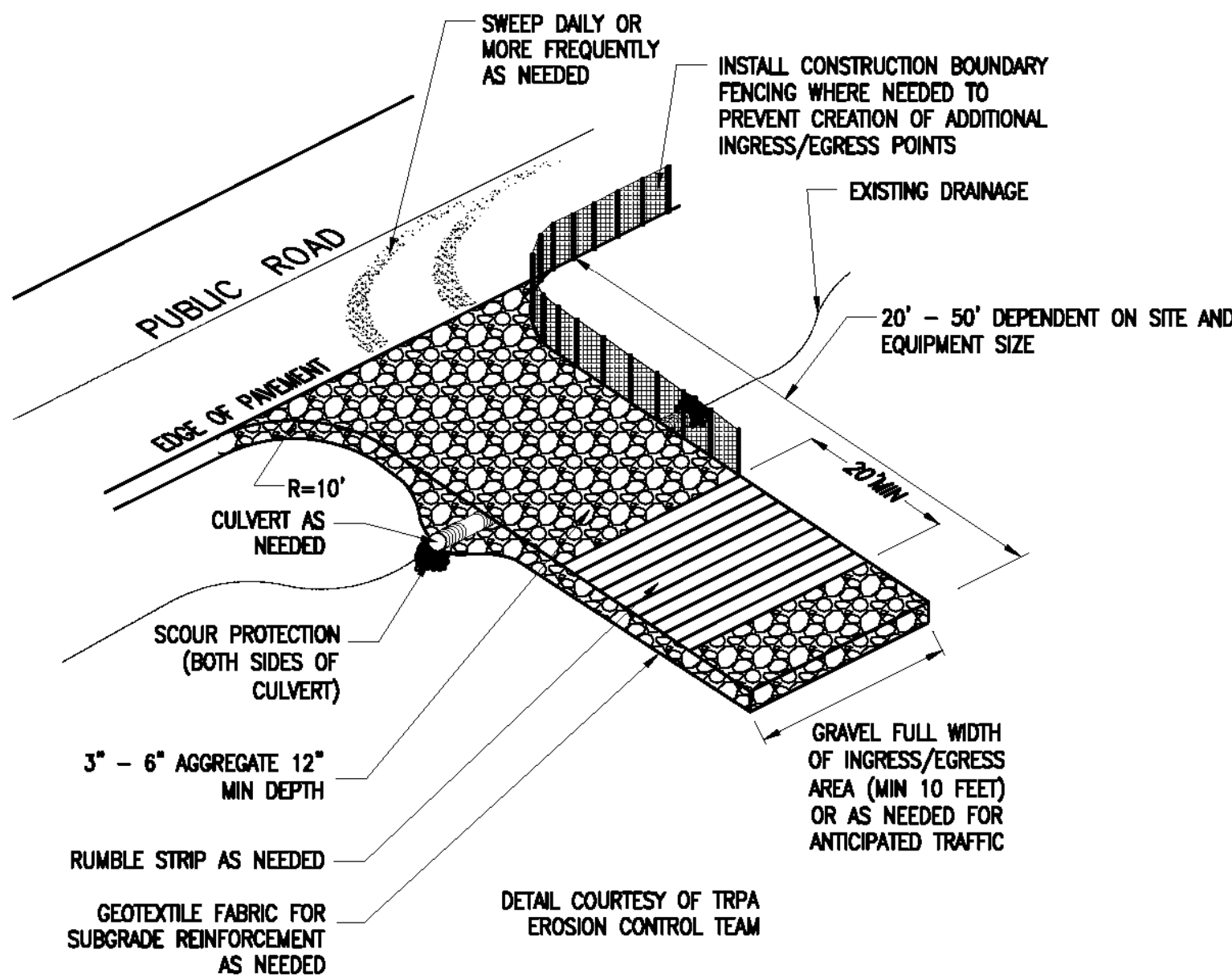


CONSTRUCTION FENCING NOTES

- FENCING OF VEGETATION PROTECTION AREAS AND "NON-APPROVED" CONSTRUCTION AREAS SHALL BE SPECIFIED TO BE AT LEAST 48 INCHES HIGH AND SHALL BE CONSTRUCTED OF METAL POSTS AND ORANGE CONSTRUCTION FENCING AT LEAST 48 INCHES HIGH.
- NO MATERIAL OR EQUIPMENT SHALL ENTER OR BE PLACED IN THE AREAS PROTECTED BY FENCING OR OUTSIDE THE APPROVED CONSTRUCTION AREA WITHOUT PRIOR APPROVAL FROM THE ENGINEER. FENCES SHALL NOT BE MOVED WITHOUT PRIOR APPROVAL.
- TREE PROTECTION FENCING SHOWN ON PLANS IS NOT TO SCALE.

1 TREE PROTECTION FENCING

NTS

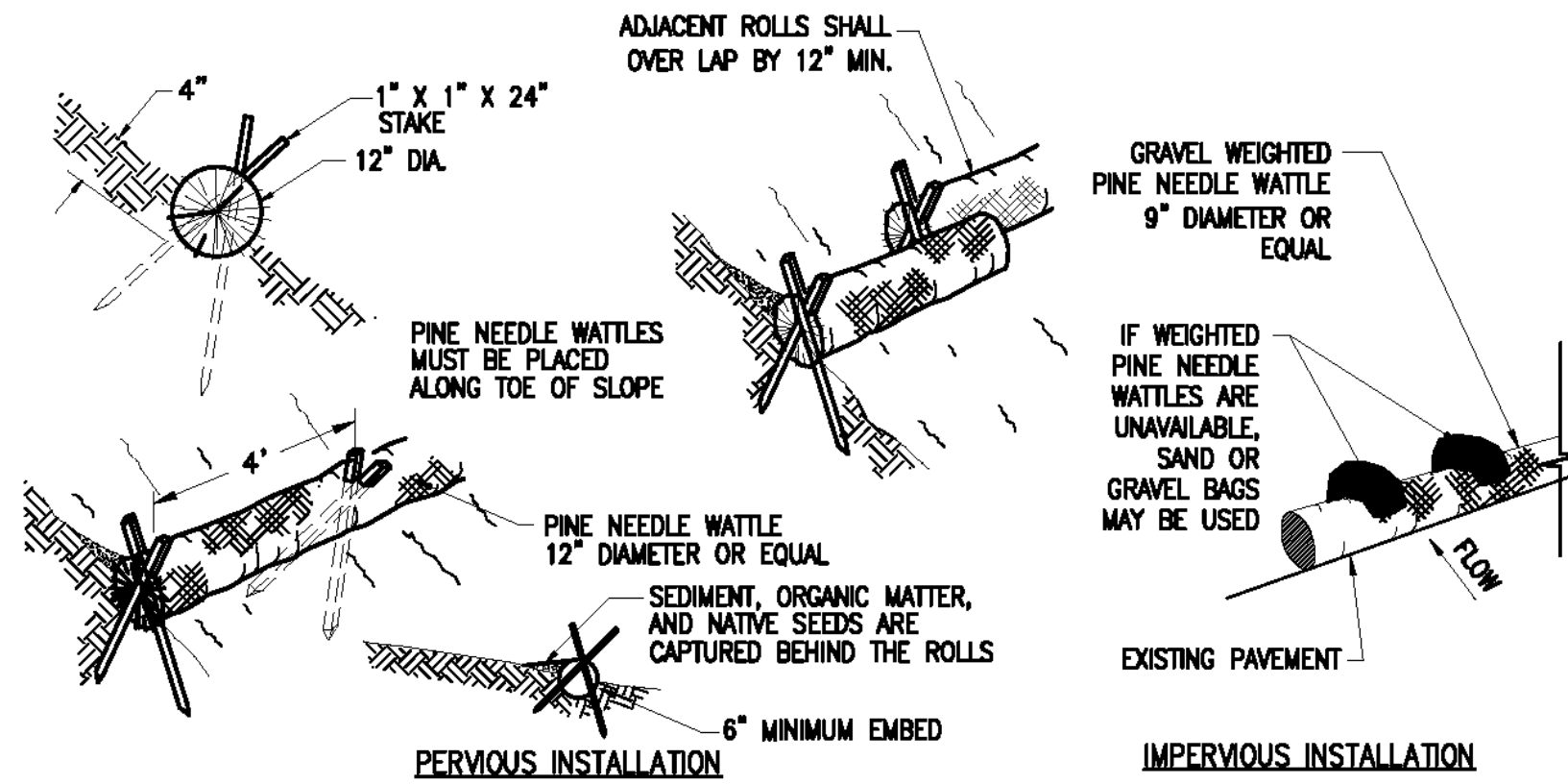


NOTES:

- A STABILIZED CONSTRUCTION ENTRANCE SHALL BE USED AT ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS.
- THE AGGREGATE SHALL BE 3" - 6" CRUSHED ROCK.
- THE ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
- THE ENTRANCE SHALL BE CONSTRUCTED ON LEVEL GROUND, WHERE FEASIBLE, AND LOCATED WHERE PERMANENT DRIVEWAY OR PARKING AREAS ARE PLANNED.
- TOP DRESSING WITH ADDITIONAL STONE SHALL BE PROVIDED WHEN SURFACE VOIDS ARE NO LONGER VISIBLE OR WHEN THERE IS FREQUENT OFF-SITE TRACKING. FREQUENT OFF-SITE TRACKING MAY INDICATE THE NEED FOR GRAVEL REPLACEMENT.
- CONTRACTOR TO MAINTAIN CONSTRUCTION ENTRANCE AT ALL TIMES.
- ALL SEDIMENT DEPOSITS ON PAVED ROADWAYS SHALL BE SWEEPED AND REMOVED DAILY OR MORE FREQUENTLY AS NEEDED.
- LIMIT CONSTRUCTION TRAFFIC DURING WET WEATHER OR WHEN THE SITE IS SATURATED, MUDDY OR COVERED IN SNOW.
- LIMIT SPEEDS OF INGRESS/EGRESS VEHICLES TO 5 MPH OR LESS.
- GEOTEXTILE & ROCK SHALL BE REMOVED AT COMPLETION OF CONSTRUCTION.
- ALL AREAS DISTURBED BY THE CONTRACTOR AND NOT OTHERWISE STABILIZE SHALL BE RESTORED WITH VEGETATION TO THE SATISFACTION OF THE ENGINEER.

4 CONSTRUCTION ENTRANCE

NTS

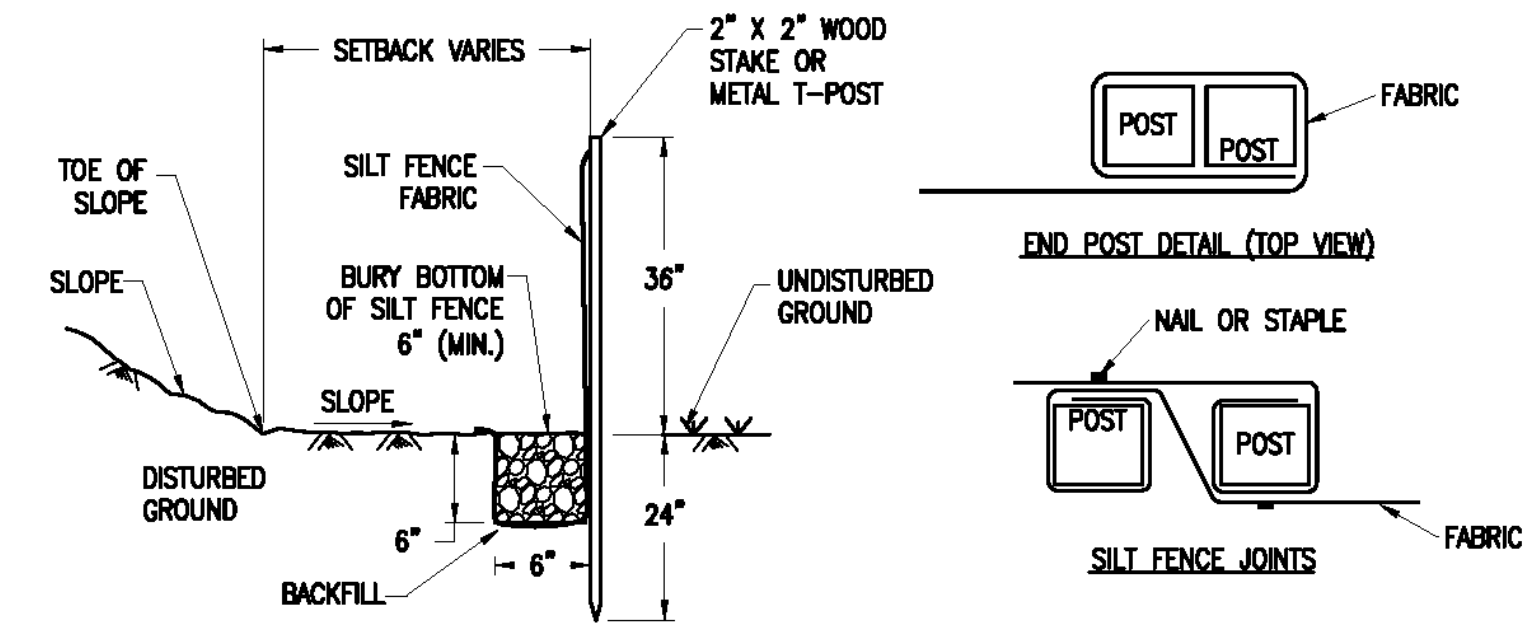
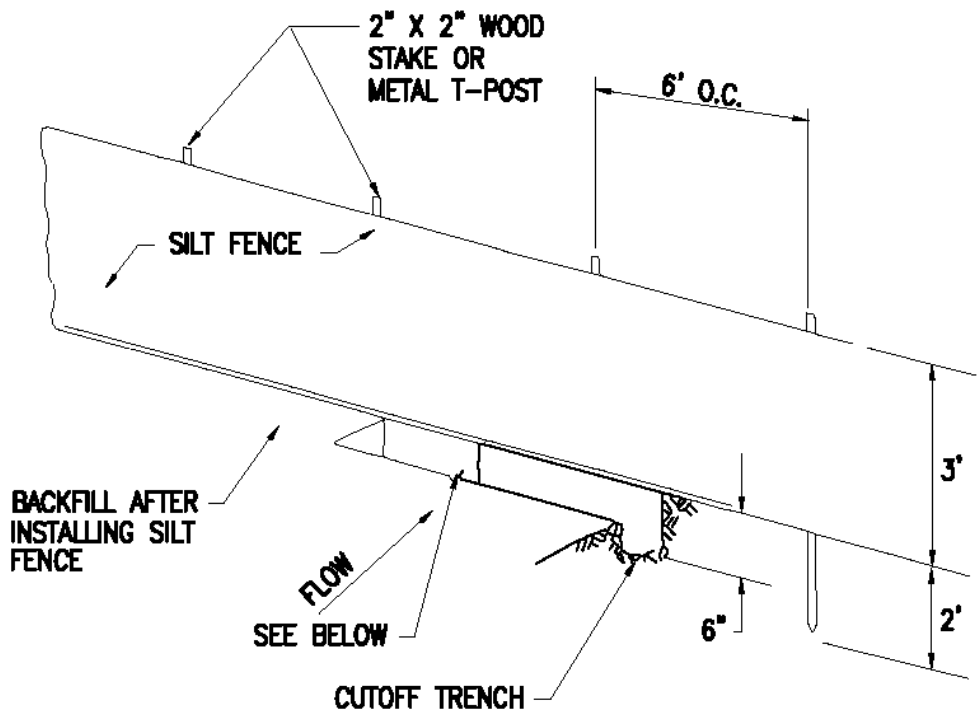


NOTES:

- WHEN INSTALLING PINE NEEDLE WATTLES OVER RIPRAP, COBBLE, OR PAVEMENT (IMPERVIOUS INSTALLATION), WEIGHTED PINE NEEDLE WATTLES SHOULD BE USED. IF GRAVEL WEIGHTED PINE NEEDLE WATTLES ARE UNAVAILABLE, SAND OR GRAVEL BAGS AT 6' INTERVALS MAY BE USED TO WEIGH DOWN PINE NEEDLE WATTLES.
- PREPARE THE SLOPE BEFORE THE INSTALLATION PROCEDURE IS STARTED.
- DIG SMALL TRENCHES ACROSS THE SLOPE ON CONTOUR, TO PLACE WATTLES IN. THE TRENCH SHOULD BE DEEP ENOUGH TO ACCOMMODATE HALF THE THICKNESS OF THE WATTLES. WHEN THE SOIL IS LOOSE AND UNCOMPACTED, THE TRENCH SHOULD BE DEEP ENOUGH TO BURY THE WATTLE 2/3 OF ITS DIAMETER BECAUSE THE GROUND WILL SETTLE.
- INSTALL WATTLES PERPENDICULAR TO WATER MOVEMENT.
- START AT THE BOTTOM OF THE SLOPE AND WORK UP.
- CONSTRUCT TRENCH AT INTERVALS OF 10-12 FEET APART.
- USE STRAIGHT BAR TO DRIVE HOLES THROUGH THE PINE NEEDLE WATTLE AND INTO THE SOIL.
- MAKE SURE NO GAPS EXIST BETWEEN THE SOIL AND THE PINE NEEDLE WATTLE.
- DRIVE THE STAKE THROUGH THE PREPARED HOLE INTO THE SOIL. LEAVE ONLY 1 OR 2 INCHES OF STAKE EXPOSED ABOVE ROLL. INSTALL STAKES AT THE ENDS AND EVERY 4 FEET THROUGH THE ROLL. ADDITIONAL STAKES SHALL BE DRIVEN ON THE DOWNSLOPE SIDE OF THE TRENCHES ON HIGHLY EROSION OR VERY STEEP SLOPES.
- RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND WATTLE.

2 PINE NEEDLE WATTLE

NTS



SILT FENCE NOTES:

- SITE CONSIDERATIONS
 - DO NOT USE IN STREAMS, CHANNELS, DRAIN INLETS, OR ANYWHERE FLOW IS CONCENTRATED. DO NOT USE TO DIVERT FLOW.
 - MAXIMUM SLOPE LENGTH BEHIND FENCE LINE SHOULD NOT BE LONGER THAN 200'.
 - MAXIMUM SLOPE STEEPNESS BEHIND FENCE LINE SHOULD NOT BE STEEPER THAN 1:1.
 - WHERE POSSIBLE, MINIMUM LENGTH FROM TOE OF SLOPE TO FENCE SHOULD BE 6'-8'.
- FABRIC
 - SILT FENCE FABRIC SHOULD BE WOVEN POLYPROPYLENE WITH A MINIMUM WIDTH OF 48" AND A MINIMUM TENSILE STRENGTH OF 100 LB FORCE.
 - THE FABRIC SHOULD CONFORM TO THE REQUIREMENTS IN ASTM DESIGNATION D4832 AND SHOULD HAVE AN INTEGRAL REINFORCEMENT LAYER. THE REINFORCEMENT LAYER SHOULD BE A POLYPROPYLENE, OR EQUIVALENT, NET PROVIDED BY THE MANUFACTURER.
 - THE PERMITTIVITY OF THE FABRIC SHOULD BE BETWEEN 0.1 SEC-1 AND 0.15 SEC-1 IN CONFORMANCE WITH THE REQUIREMENTS IN THE ASTM DESIGNATION D4491.
- POSTS AND STAPLES OR WIRE
 - POST SHALL BE A MINIMUM OF 2" X 2" WOOD STAKES OF COMMERCIAL QUALITY LUMBER OR EQUIVALENT STRENGTH METAL T-POST OR GREATER.
 - STAPLES USED TO FASTEN THE FENCE FABRIC TO THE STAKES SHOULD NOT BE LESS THAN 1.75" LONG AND SHOULD BE FABRICATED FROM 15 GAUGE OR HEAVIER WIRE. PLASTIC WIRE TIES AND/OR STEEL BAILING WIRE (9 GAUGE OR HEAVIER) MAY BE SUBSTITUTED. NOT LESS THAN 4 STAPLES/TIES SHALL BE USED IN EACH STAKE.
- INSTALLATION
 - EXCAVATE TRENCH A MINIMUM OF 6" X 6" ALONG THE ENTIRE LENGTH OF THE FENCE LINE.
 - STAKES SHALL BE SPACED AT 6'-0" MAXIMUM AND SHALL BE POSITIONED ON DOWNSLOPE SIDE OF FENCE.
 - THE LAST 6' OF FENCE SHALL BE TURNED UPSLOPE.
 - CONNECTION/JOINING OF SILT FENCES SHALL BE COMPLETED BY TIGHTLY OVERLAPPING THE ENDS OF THE ROLLS A MINIMUM OF 12" OR BY OVERLAPPING THE END POSTS AND SECURING THE TWO POSTS TOGETHER TIGHTLY.
 - BOTTOM OF SILT FENCE SHOULD BE KEYED IN 12".
 - DO NOT INSTALL PERPENDICULAR TO ANY SLOPE OR ANY CONTOUR LINE.
- MAINTENANCE
 - SILT FENCES SHOULD BE LEFT IN PLACE, REGULARLY INSPECTED, AND MAINTAINED UNTIL THE UPSTREAM AREA IS PERMANENTLY STABILIZED.
 - SEDIMENT SHOULD BE REMOVED BEFORE THE SEDIMENT ACCUMULATION REACHES ONE-THIRD OF THE BARRIER HEIGHT.

3 SILT FENCE

NTS

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DATE: 11-30-2021



DATE:	
APPROVED BY:	
DESCRIPTION AND SHEET NO.:	
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LICENSED PROFESSIONAL ENGINEER
No. C-82432
EXP. 09/30/2022
CIVIL
STATE OF CALIFORNIA

P.O. BOX 336
7717 NORTH LAKE BOULEVARD (SR 28)
KINGS BEACH, CA 96143
(530) 581-6238

COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS
TAHOE ENGINEERING DIVISION

NORTH TAHOE SHARED USE TRAIL
BMP DETAILS

PROJECT NO. #

SHEET NO. 26 OF 29

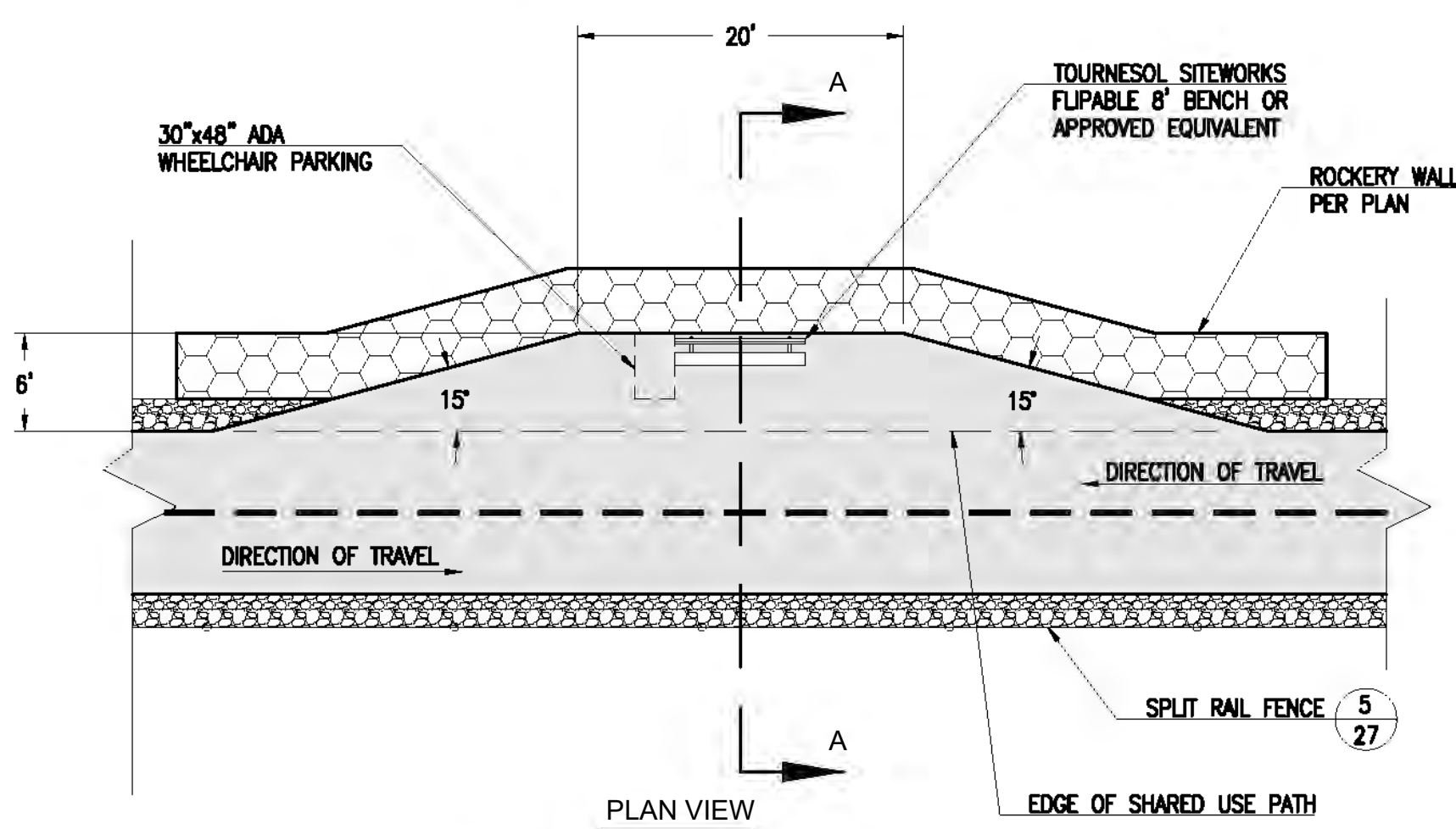
Diagram illustrating the proposed wheelchair parking area (ADA-compliant) and associated features:

- 30' x 48' ADA WHEELCHAIR PARKING
- SPLIT RAIL FENCE
- ROCKERY WALL PER PLAN
- EDGE OF SHARED USE PATH
- DIRECTION OF TRAVEL
- 2' SHOULDER
- TOURNESOL, SITEWORKS FLIPABLE 6" BENCH OR APPROVED EQUIVALENT
- 7'
- 15'
- 10'
- PLAN VIEW

Diagram illustrating the cross-section of a proposed bicycle path, showing dimensions and features:

- 10' SHARED USE PATH
- 2' SHOULDER
- 2' MIN CLEARANCE
- 2' BENCH
- 3' MIN ACCESS
- 2' SHOULDER
- SPLIT RAIL FENCE
- ROCKERY WALL PER PLAN
- EXISTING SLOPE
- 2:1 SLOPE OR ROCKERY WALL PER PLAN
- 1.5%
- 6' BENCH
- BIKE PATH TYPICAL SECTION

1 LAKE SIDE PULL OUT
27 NTS



2' MIN CLEARANCE

4'

10' SHARED USE PATH

2' BENCH

2' SHOULDER

SPLIT RAIL FENCE

EXISTING SLOPE

ROCKERY WALL PER PLAN

1.5%

2:1 SLOPE OR ROCKERY WALL PER PLAN

8' BENCH

BIKE PATH

SECTION AA

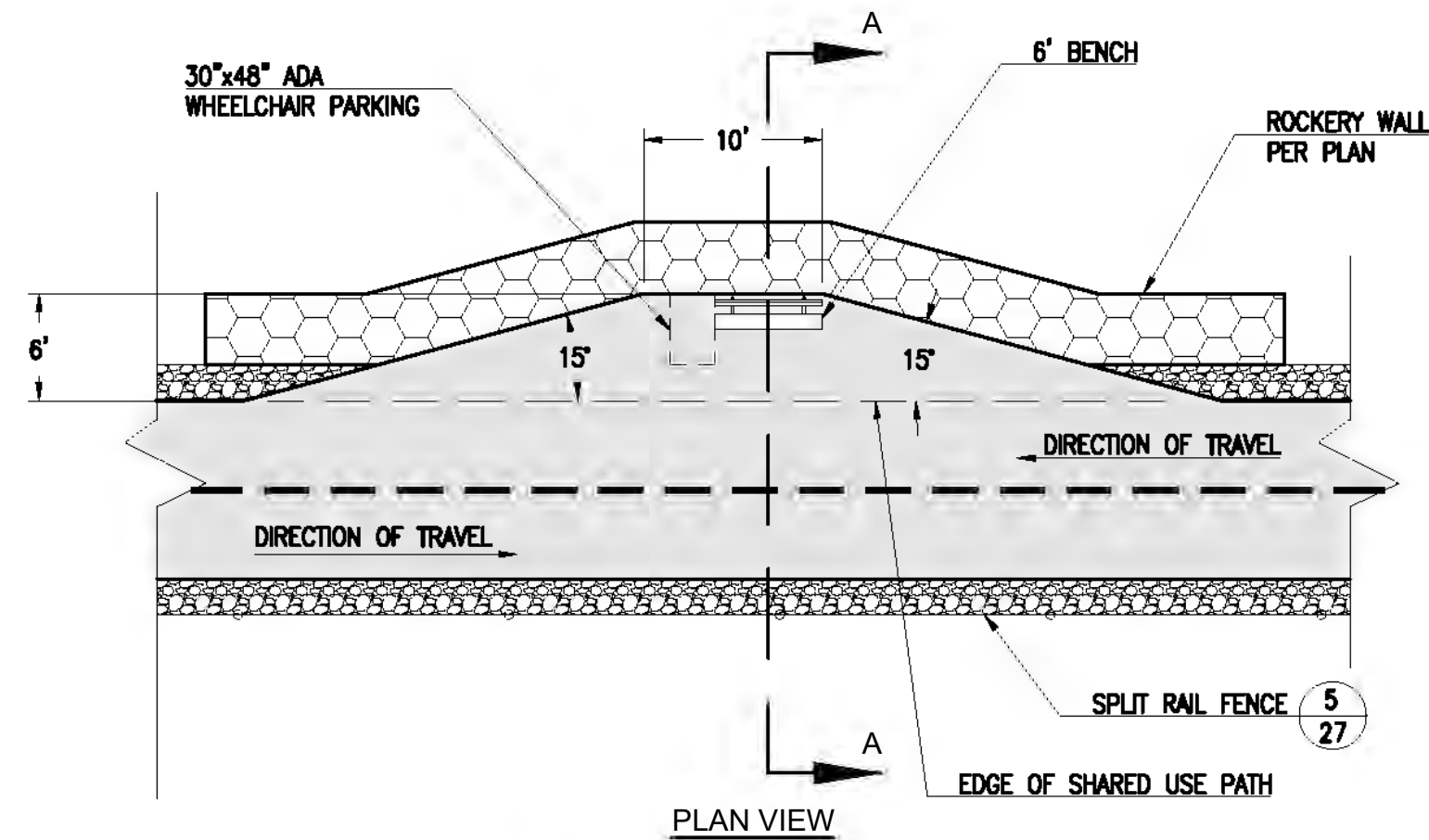
TYPICAL SECTION

5 27

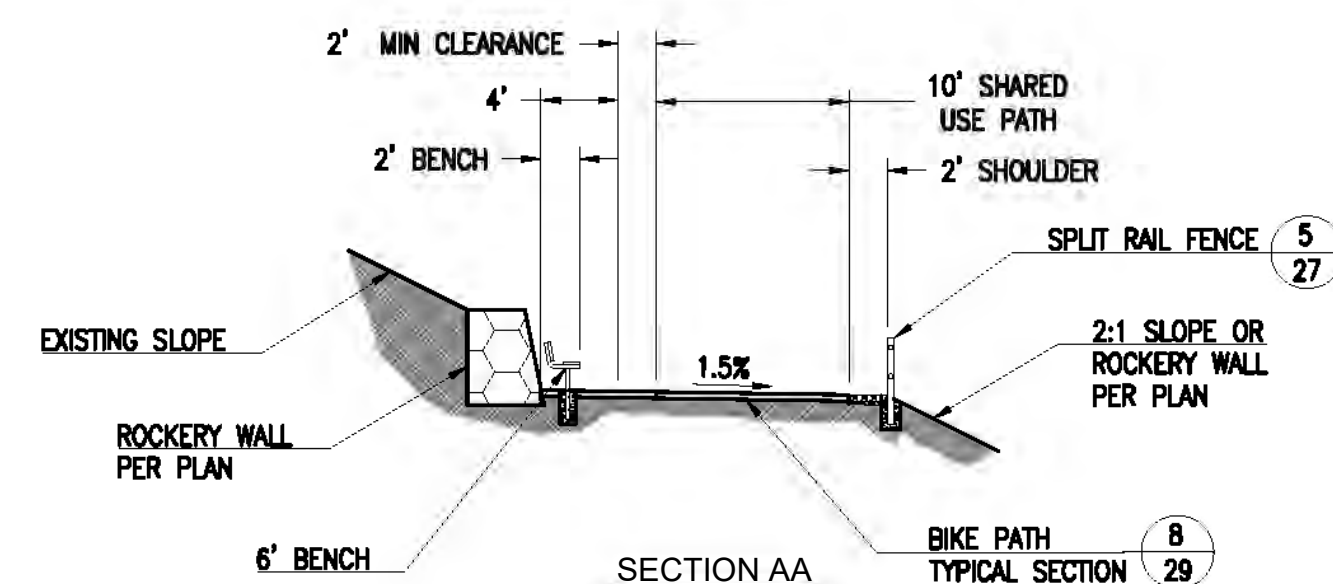
8 29

SECTION AA

DOPE SIDE LOOKOUT

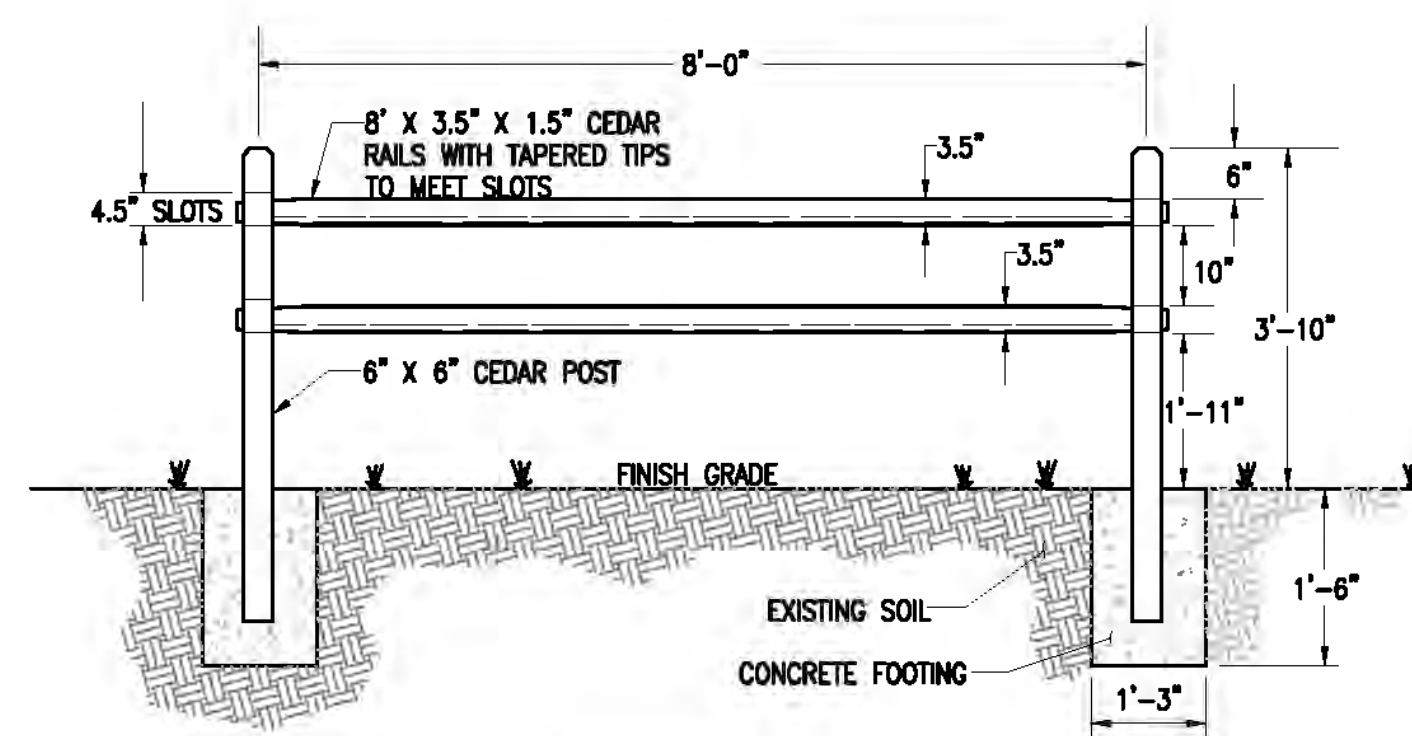


PLAN VIEW



SECTION AA

2 SLOPE SIDE PULL OUT
27 NTS

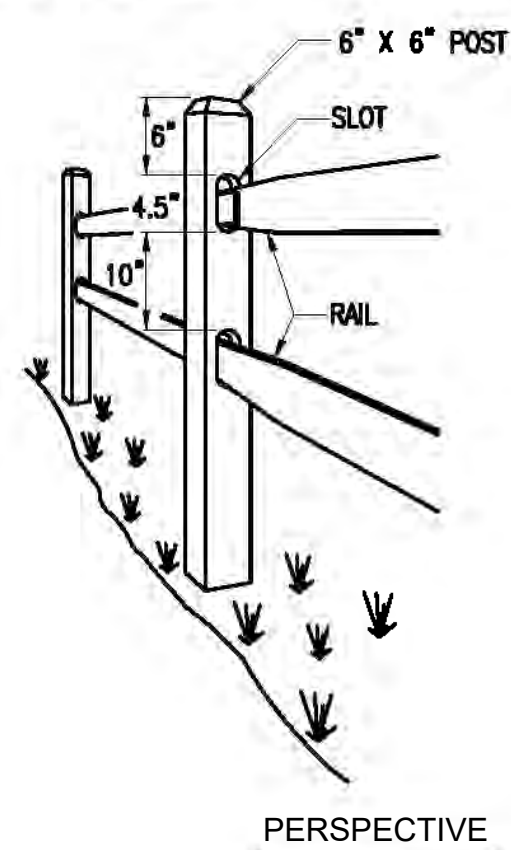


ELEVATION

NOTES

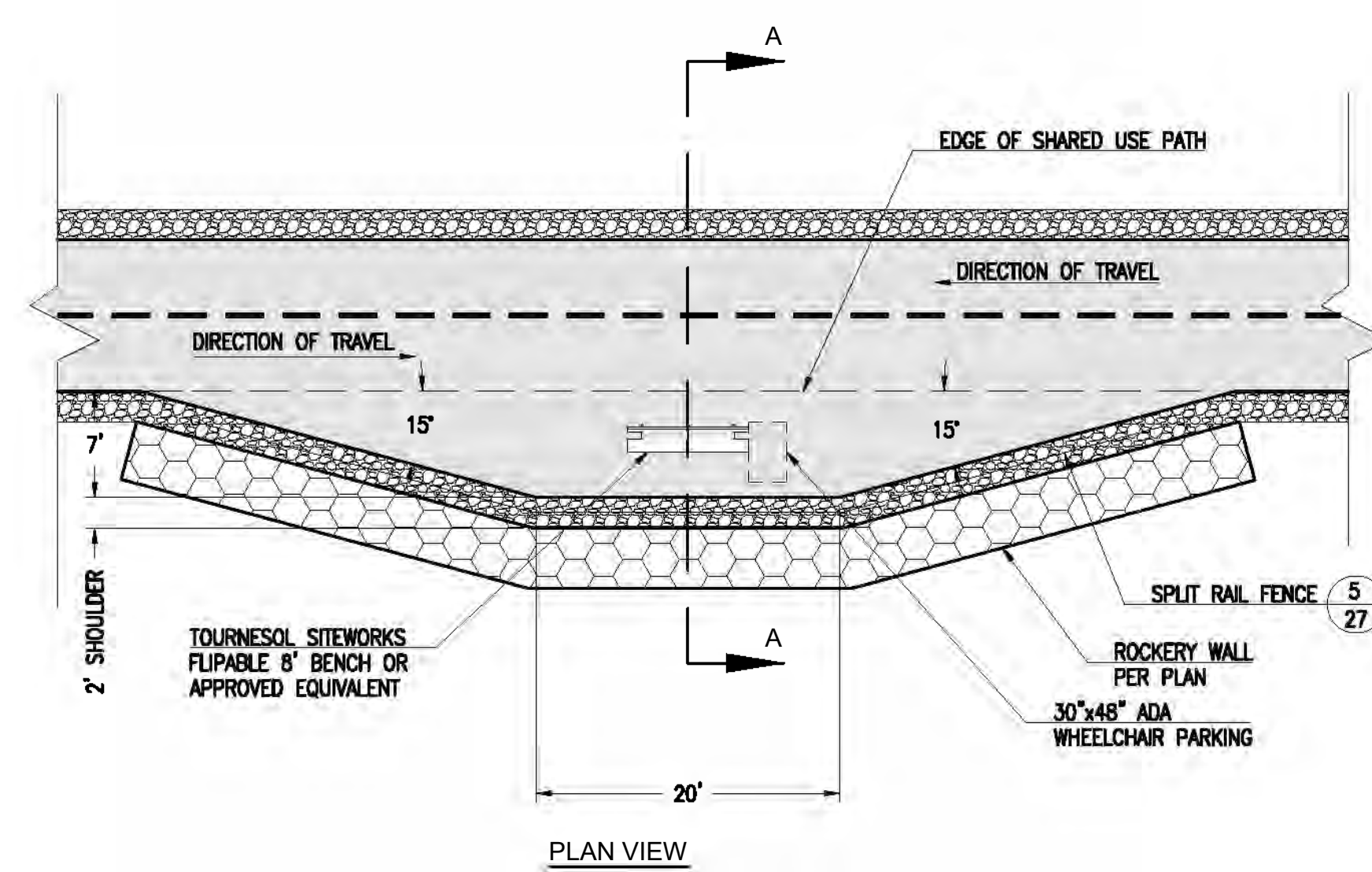
NOTES

1. ALL DIMENSIONS ARE APPROXIMATE.



PERSPECTIVE

5 SPLIT RAIL FENCE
27 NTS



10' SHARED USE PATH

2' SHOULDER

2' MIN CLEARANCE

2' BENCH

3' MIN ACCESS

2' SHOULDER

SPLIT RAIL FENCE

ROCKERY WALL PER PLAN

EXISTING SLOPE

2:1 SLOPE OR ROCKERY WALL PER PLAN

1.5%

8' BENCH

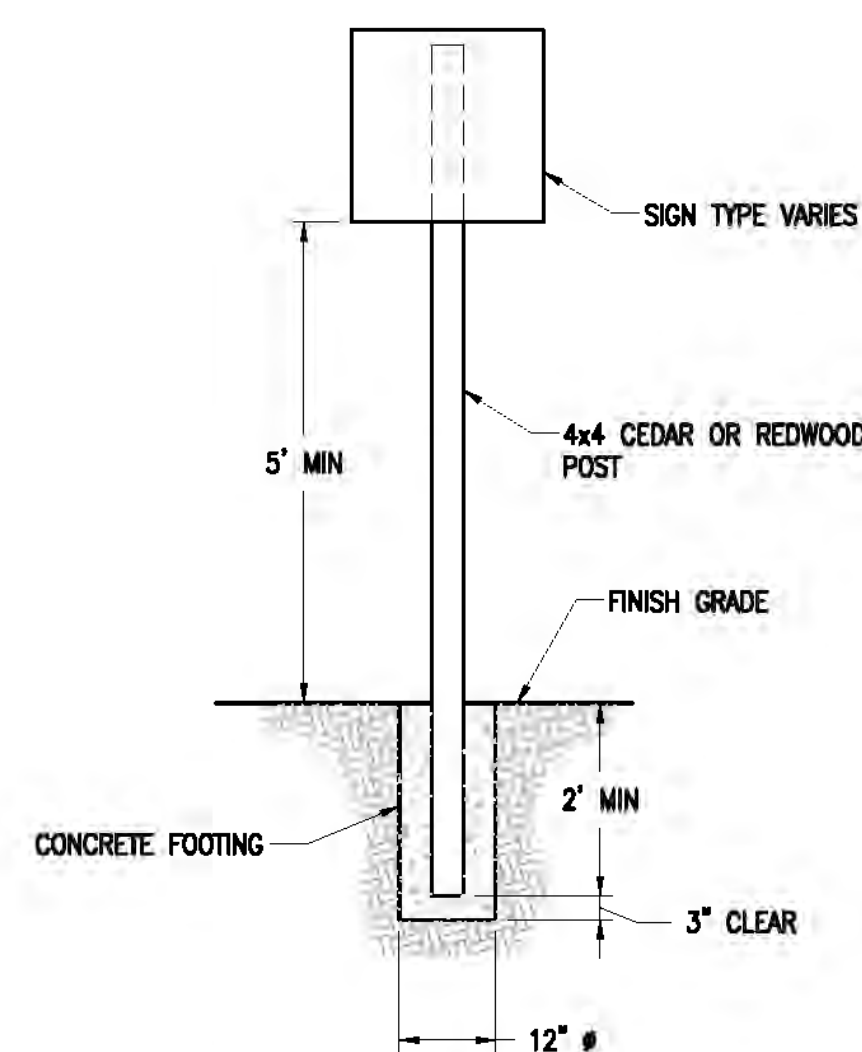
SECTION AA

5 27

8 29 / TYPICAL SECTION

SECTION AA

3 LAKE SIDE LOOKOUT
27 NTS



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NOTES

1. NO PORTION OF SIGN OR ITS SUPPORT SHALL BE PLACED WITHIN 2' Laterally OF THE EDGE OF THE TRAIL PAVEMENT.

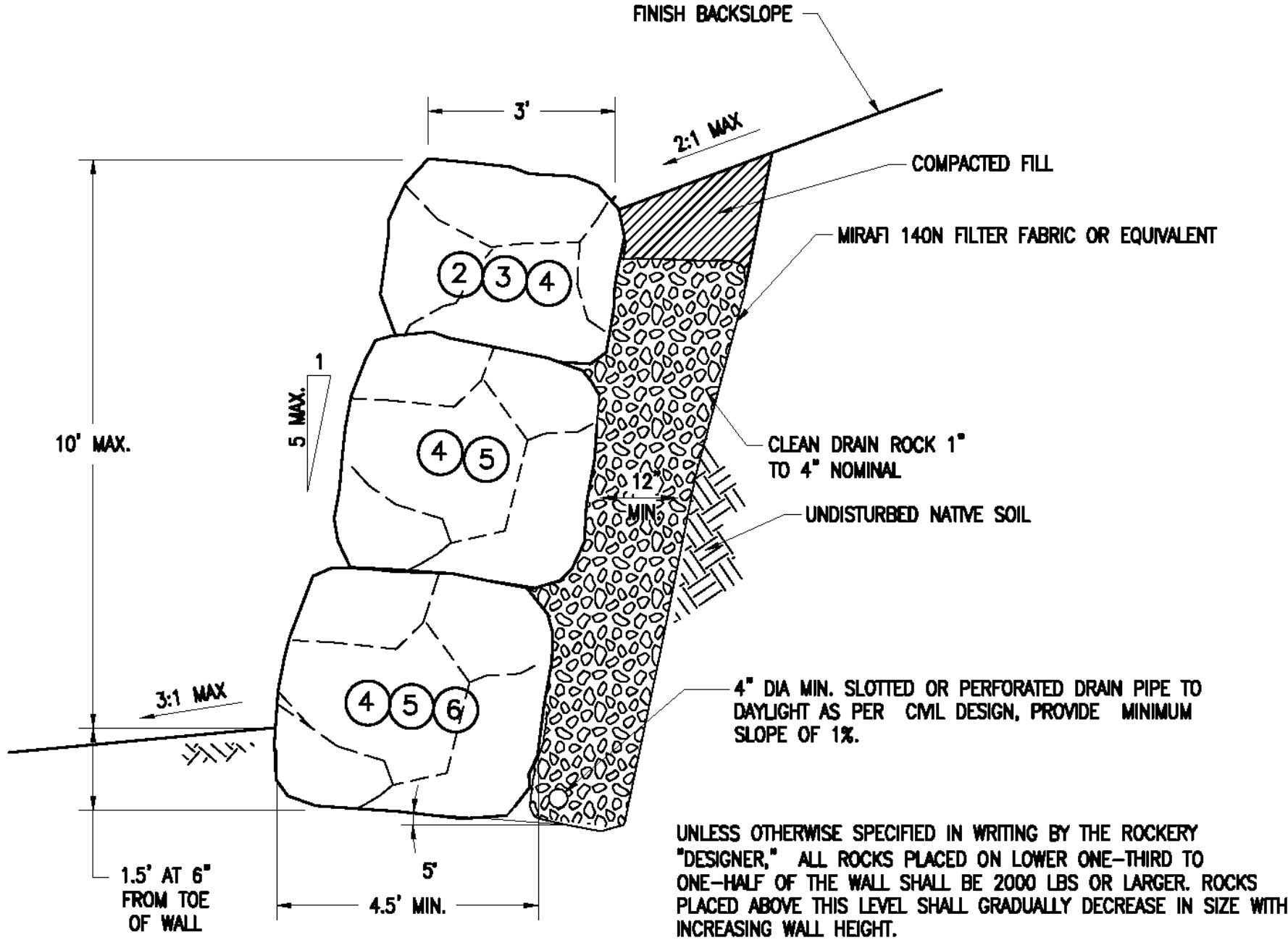
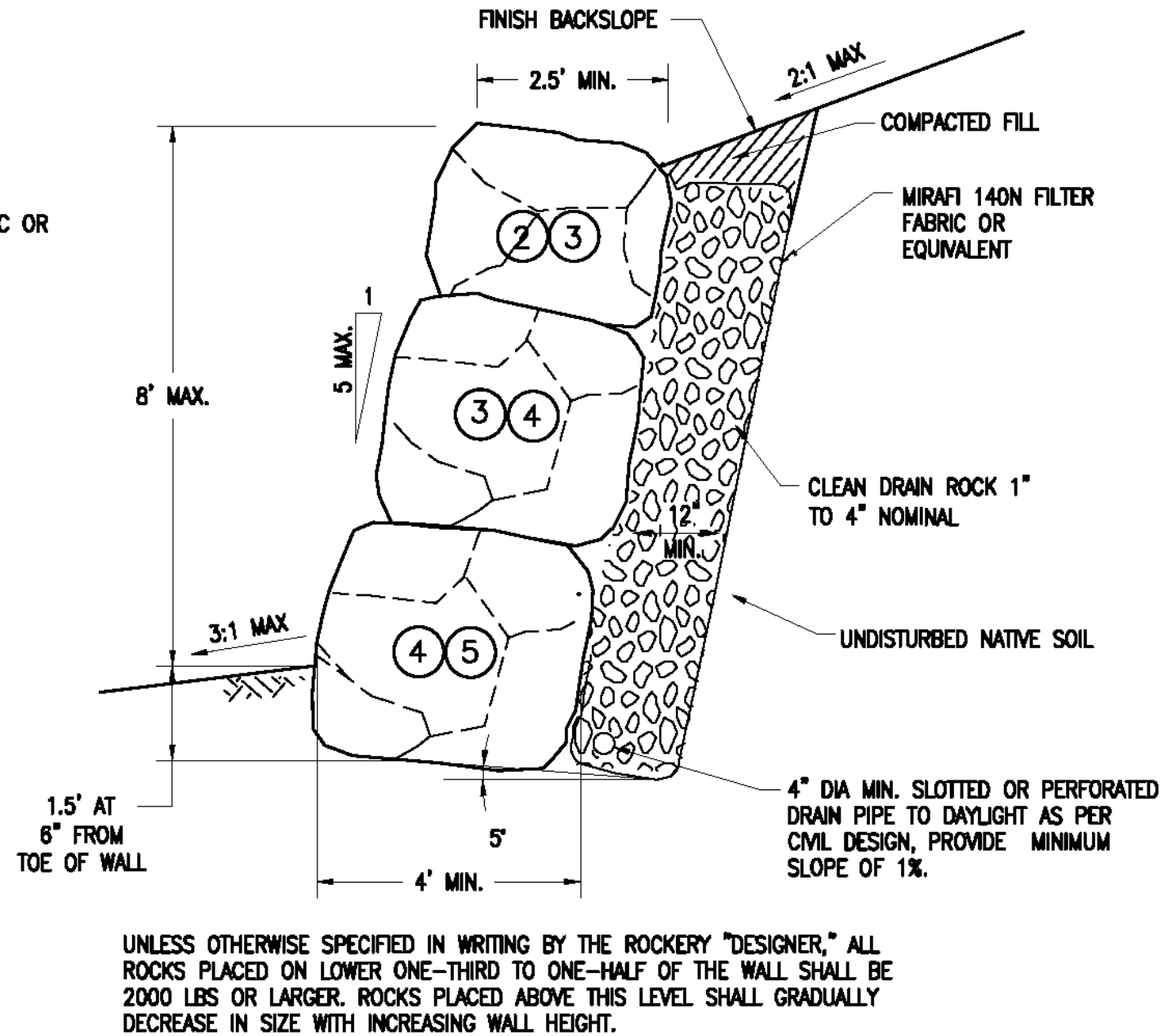
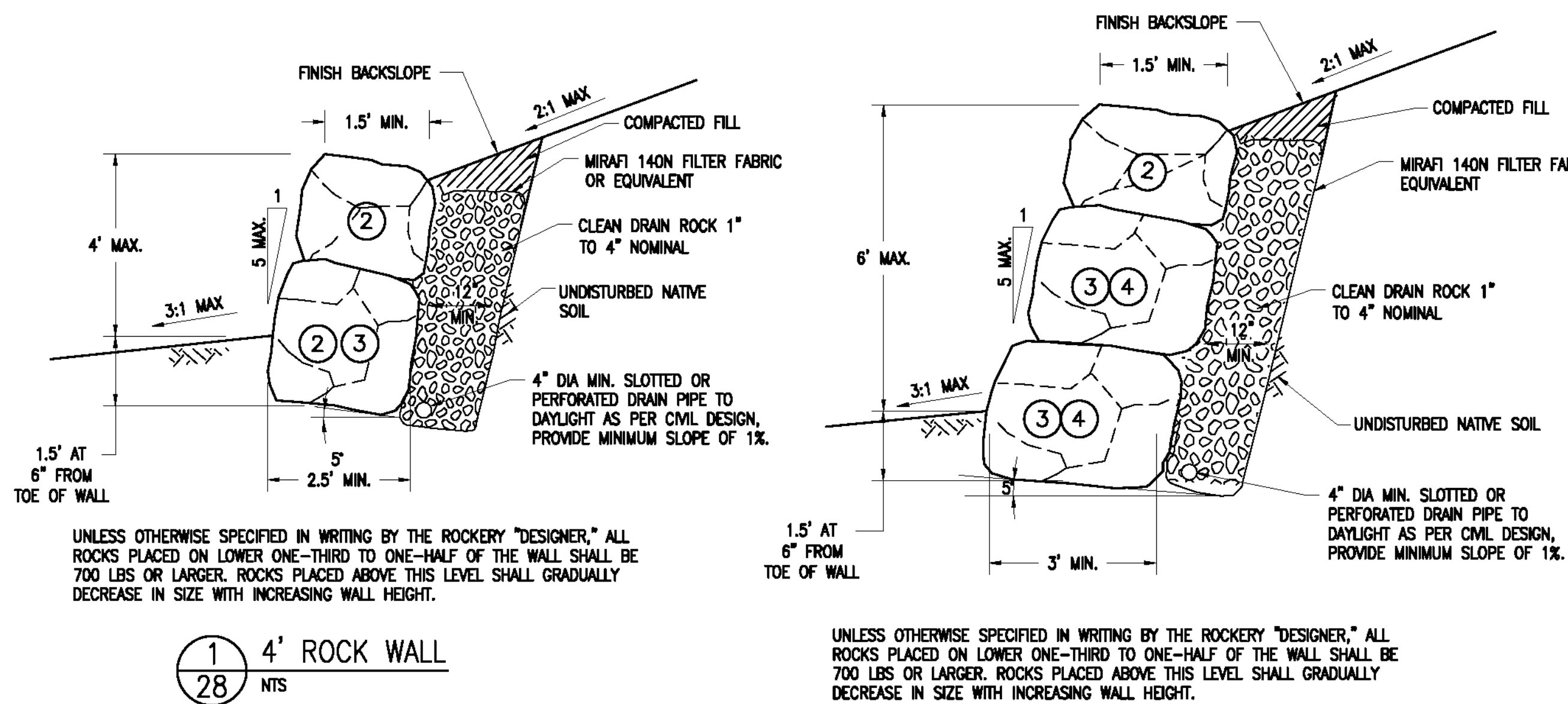
6 DIRECTIONAL SIGN POST
27 NTS

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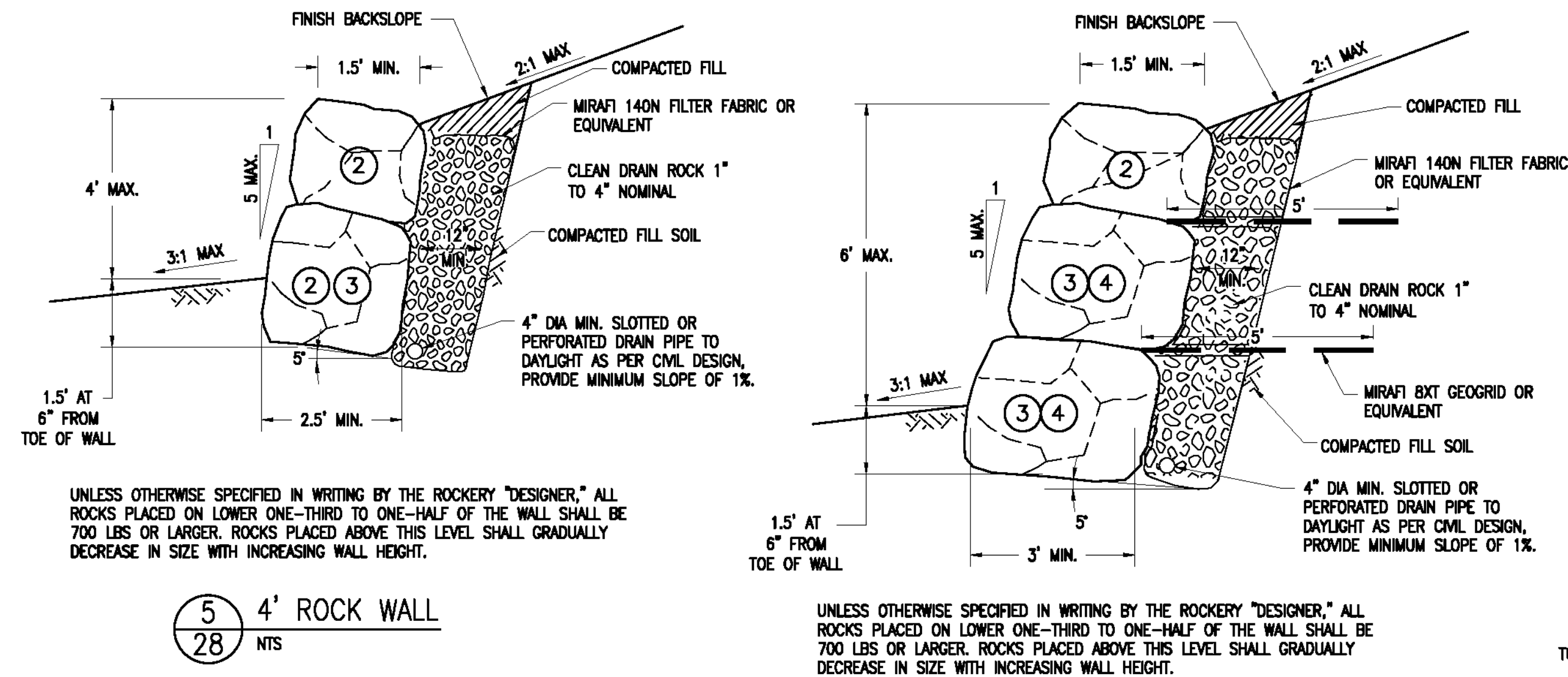


COUNTY OF PLACER DEPARTMENT OF PUBLIC WORKS TAHOE ENGINEERING DIVISION		P.O. BOX 336 7717 NORTH LAKE BOULEVARD (SR 2B) KINGS BEACH, CA 96143 (530) 581-6238		COUNTY OF  Placer		PROJECT NO. #		SHEET NO. 27 OF 29	
NORTH TAHOE SHARED USE TRAIL		DETAILS 1				DESIGNED BY: KH DATE: 11-30-21 DRAWN BY: KH DATE: 11-30-21 CHECKED BY: FH DATE: 11-19-21		REVISION # DESCRIPTION AND SHEET NO. APPROVED BY: DATE:	

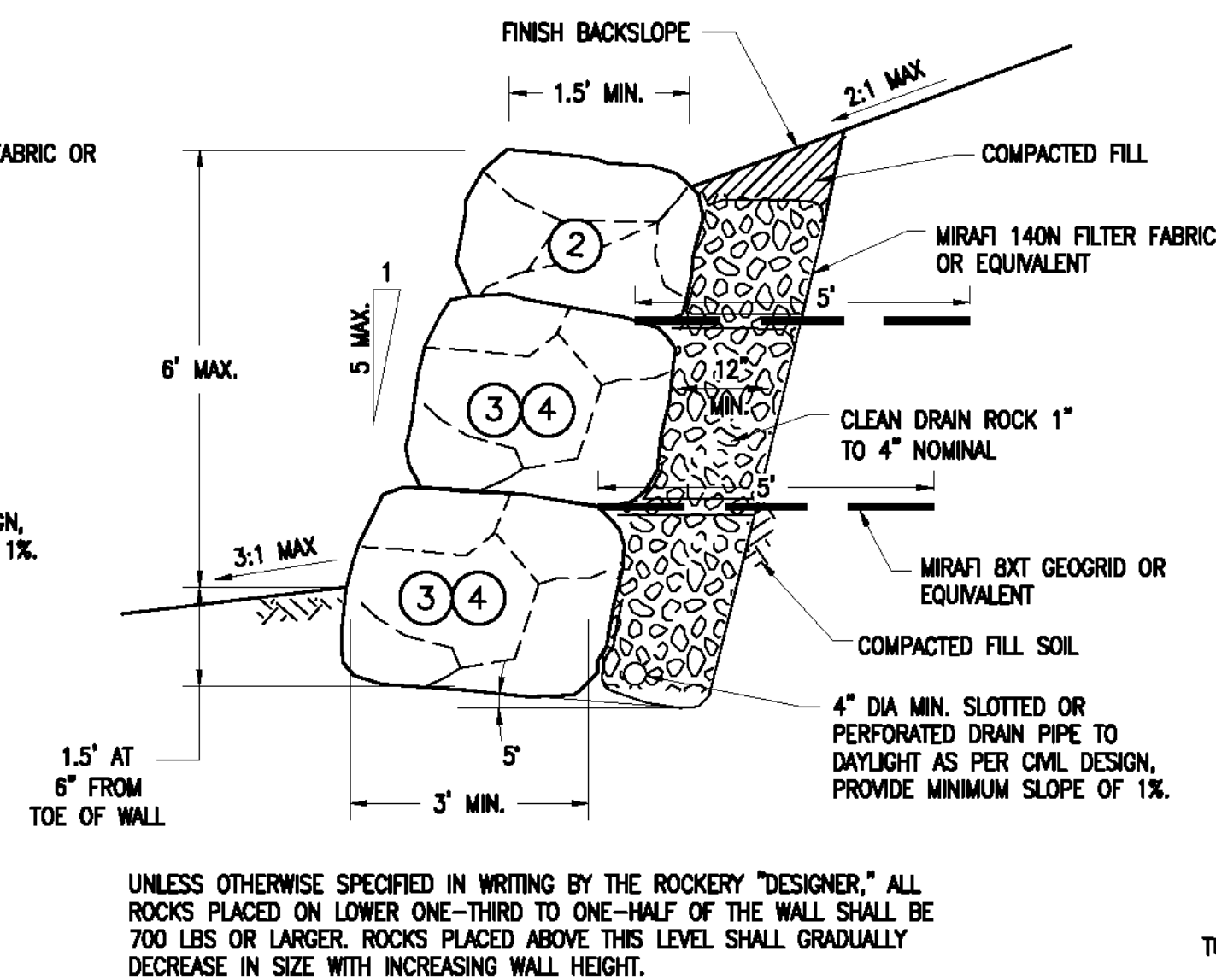
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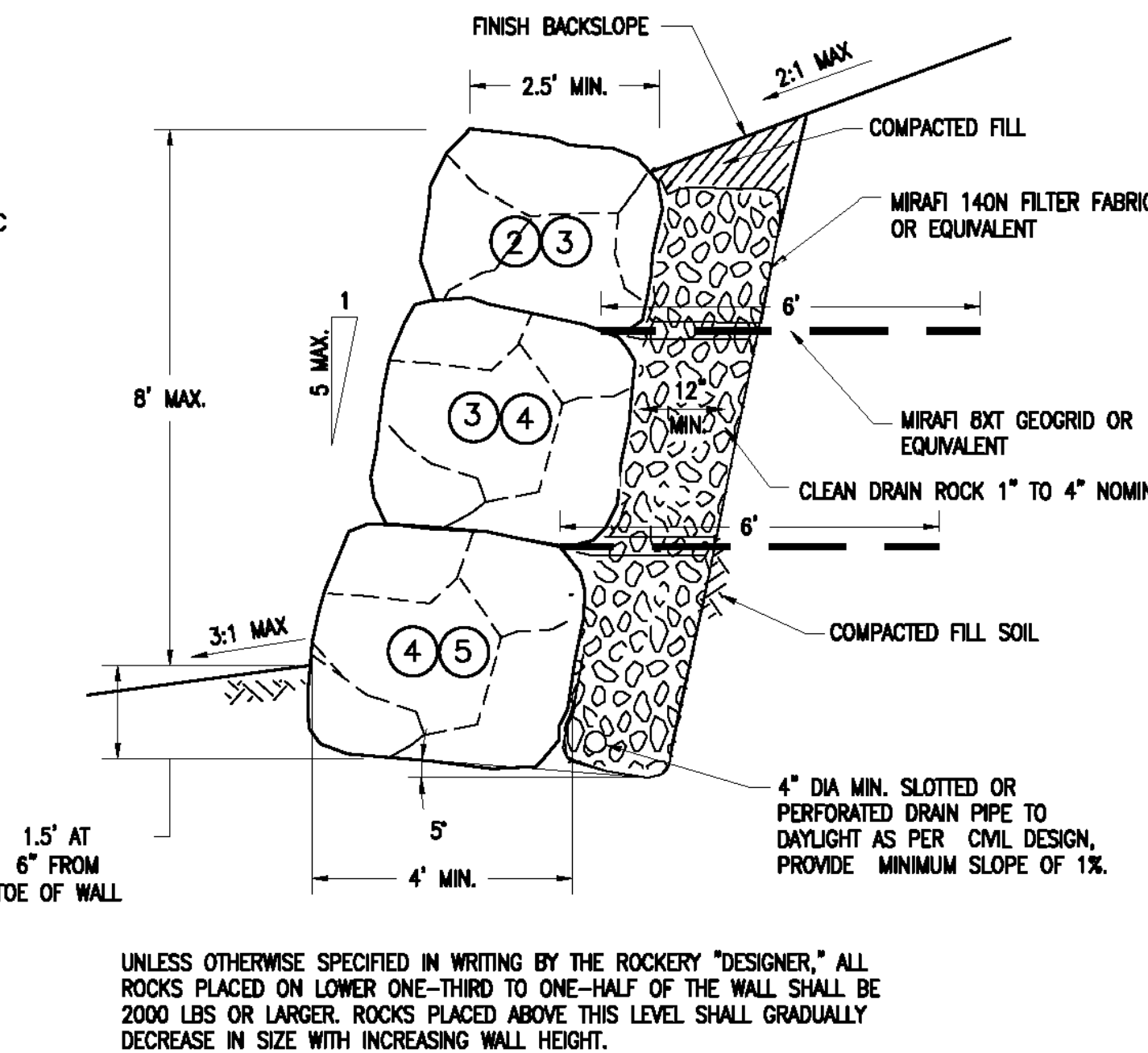
ROCKERY WALL DETAILS AGAINST CUT SLOPES



- NOTES:
- ROCKS SHALL BE PLACED IN SUCH A MANNER SO AS TO AVOID CONTINUOUS JOINT PLANES IN EITHER VERTICAL OR LATERAL DIRECTIONS.
 - HORIZONTAL BOULDER CONTACT SURFACES SHOULD SLOPE TOWARD THE SLOPE BEING SUPPORTED.
 - EACH ROCK SHALL BEAR ON TWO OR MORE ROCKS BELOW IT, WITH AT LEAST THREE POINT, COMPETENT AND STABLE CONTACTS.
 - THE ROCKS USED SHALL BE OF NON-FRACTURED COMPETENT BEDROCK, SUCH AS BASALT AND GRANITE, AND ANGULAR TO SUB-ROUNDED IN SHAPE. ROUNDED BOULDERS MAY BE RESHAPED BY SPLITTING. BOULDERS WITH VISIBLE CRACKS SHALL NOT BE USED. ALL BOULDERS SHALL HAVE A MINIMUM SPECIFIC GRAVITY OF 2.5.
 - PLACE LONG DIMENSION OF ROCK PERPENDICULAR TO FACE OF WALL TO PROVIDE MAXIMUM STABILITY.
 - THE SLOPES ABOVE AND BEHIND THE ROCKERY WALLS MAY VARY BUT SHALL HAVE A MAXIMUM INCLINATION OF 2H:1V.
 - DRAINAGE MATERIALS SHOULD CONSIST OF CLEAN, ANGULAR, WELL-GRADED CRUSHED STONE OR QUARRY SPALLS (MAX. 4" DIAM.) OR OTHER MATERIAL APPROVED BY THE SOILS ENGINEER.
 - THE BATTER ON THE FACE OF THE WALL SHALL BE 1:5 (HORIZONTAL:VERTICAL) OR FLATTER.
 - FILL SHALL BE MOISTURE CONDITIONED AND COMPACTED TO 90% RELATIVE COMPACTION ACCORDING TO ASTM TEST METHOD D-1557-91. DRAIN ROCK SHALL BE PLACED IN LIFTS OF 12 INCHES OR LESS, SPREAD AND COMPACTED WITH THE EXCAVATOR BUCKET OR GRAPPLE TO MINIMIZE VOIDS.

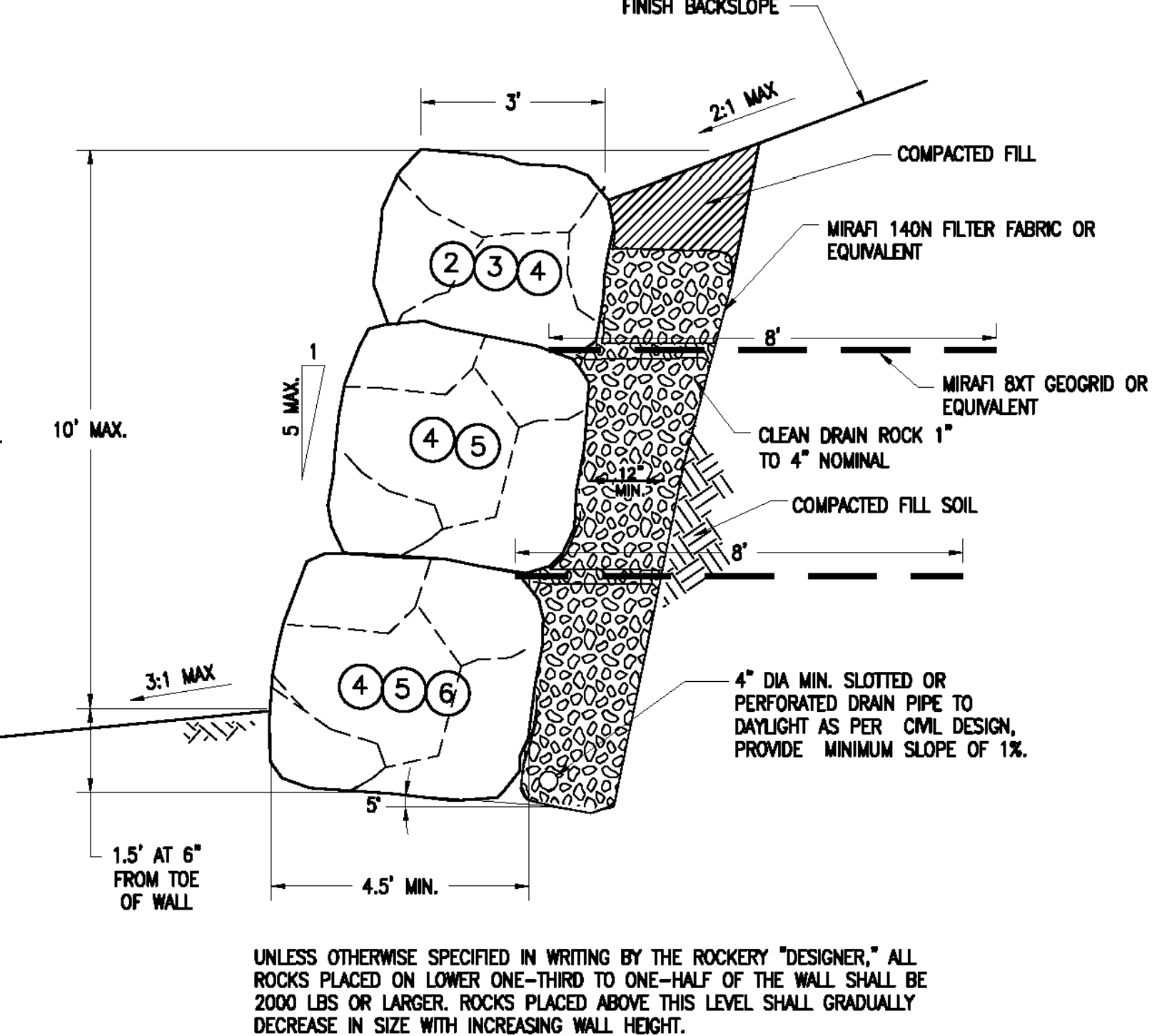


- NOTES: (CONTINUED)
- DETAILS ARE SCHEMATIC AND REPRESENT TYPICAL BLOCK SIZES AT VARIOUS INTERVAL. THE NOTE BELOW THE DETAILS SHALL ADHERE TO THE MAXIMUM EXTENT POSSIBLE.
 - THE ROCK SIZES CAN VARY WITHIN THE RANGES INDICATED SO LONG AS THE OTHER CONSTRUCTION NOTES ADHERED TO.
 - VOIDS BETWEEN THE STONES SHALL BE MINIMIZED.
 - AT LEAST 25 PERCENT OF THE STONES SHALL EXTEND TO THE ENTIRE WIDTH OF THE WALL.
 - MIRAFIX 8XT GEOGRID OR EQUIVALENT SHALL BE PLACED AT THE LOCATIONS SPECIFIED IN THE WALL DETAILS.
 - FILL PLACED ON SLOPES STEEPER THAN 5 HORIZONTAL TO 1 VERTICAL SHALL BE KEYED AND BENCHED INTO FIRM, NATIVE SOILS OR ROCK. IN GENERAL, KEYWAYS SHALL EXTEND INTO FIRM, UNDISTURBED SOIL AND/OR ROCK, BE A MINIMUM OF 8 FEET WIDE, 2 TO 4 FEET DEEP, AND EXTEND THE FULL LENGTH OF THE SLOPE. BENCHING CAN BE CONDUCTED SIMULTANEOUSLY WITH PLACEMENT OF FILL. BENCHING METHODS AND DETAILS PRESENTED IN INTERNATIONAL BUILDING CODE (2003), APPENDIX J, FIGURE J107.3, SHALL BE IMPLEMENTED. THE SOILS ENGINEER SHALL CHECK THE METHOD AND EXTENT OF BENCHING.



ROCKERY WALL DETAILS AGAINST FILL SLOPES

SIZE	MIN. WT. (LBS)	MIN. DIA. (INCH)
2	200	18
3	700	30
4	2000	36
5	4000	48
6	6000	54



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KINGS BEACH, CA 96143
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COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS
TAHOE ENGINEERING DIVISION

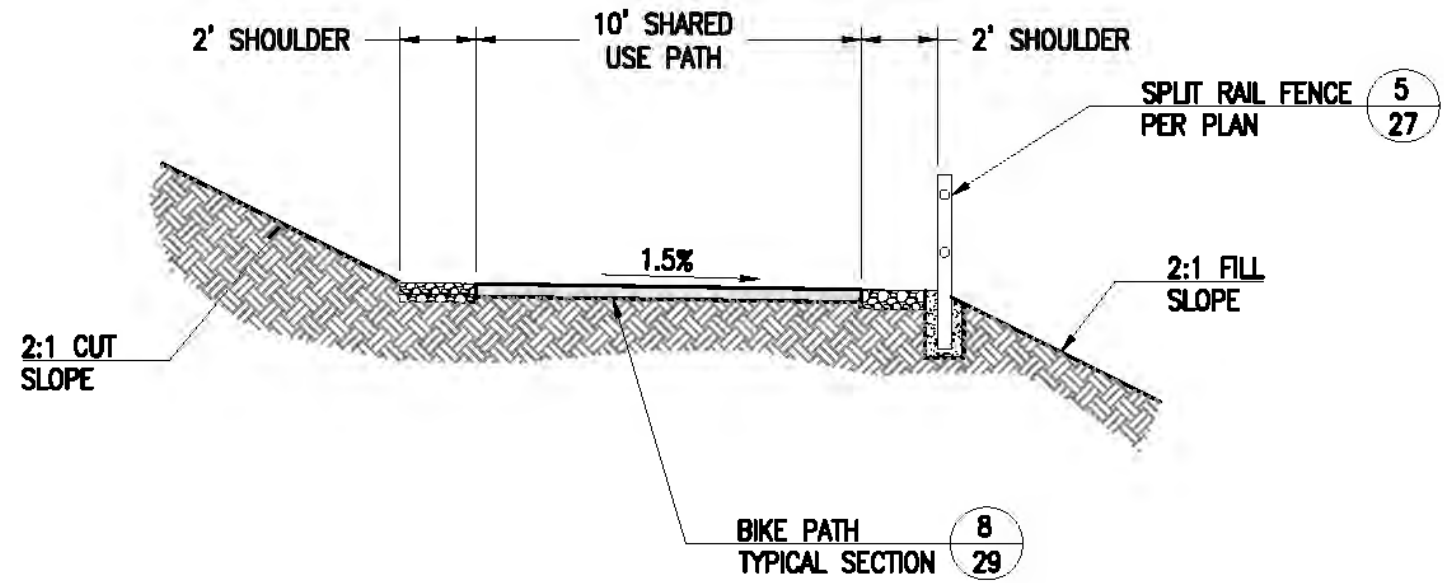
NORTH TAHOE SHARED USE TRAIL

DETAILS 2

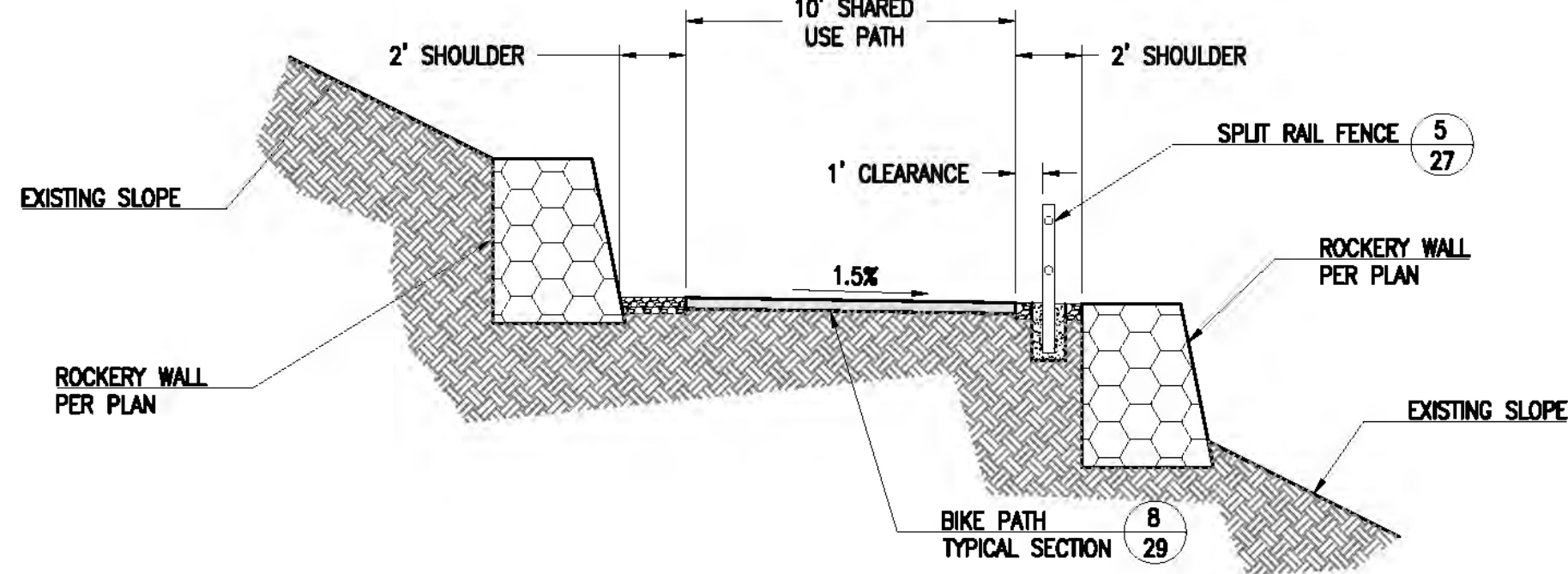
PROJECT NO.
#

SHEET NO.
28 OF 29

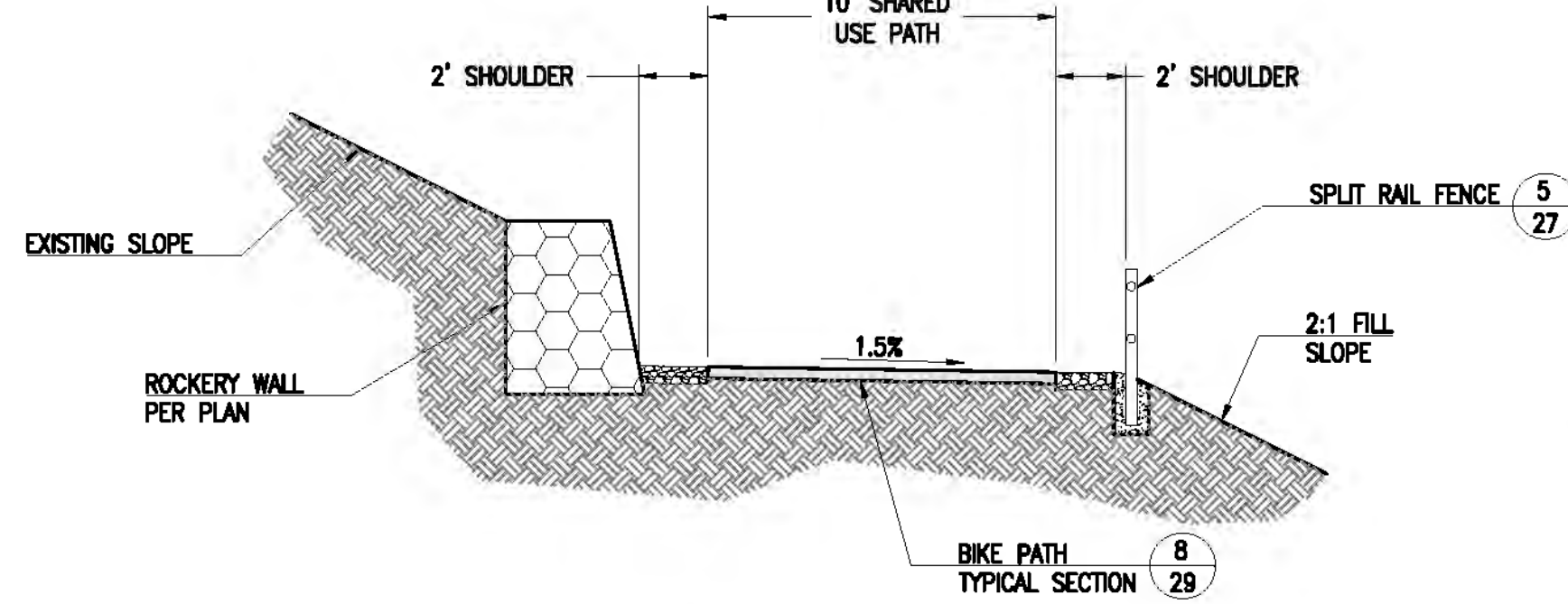
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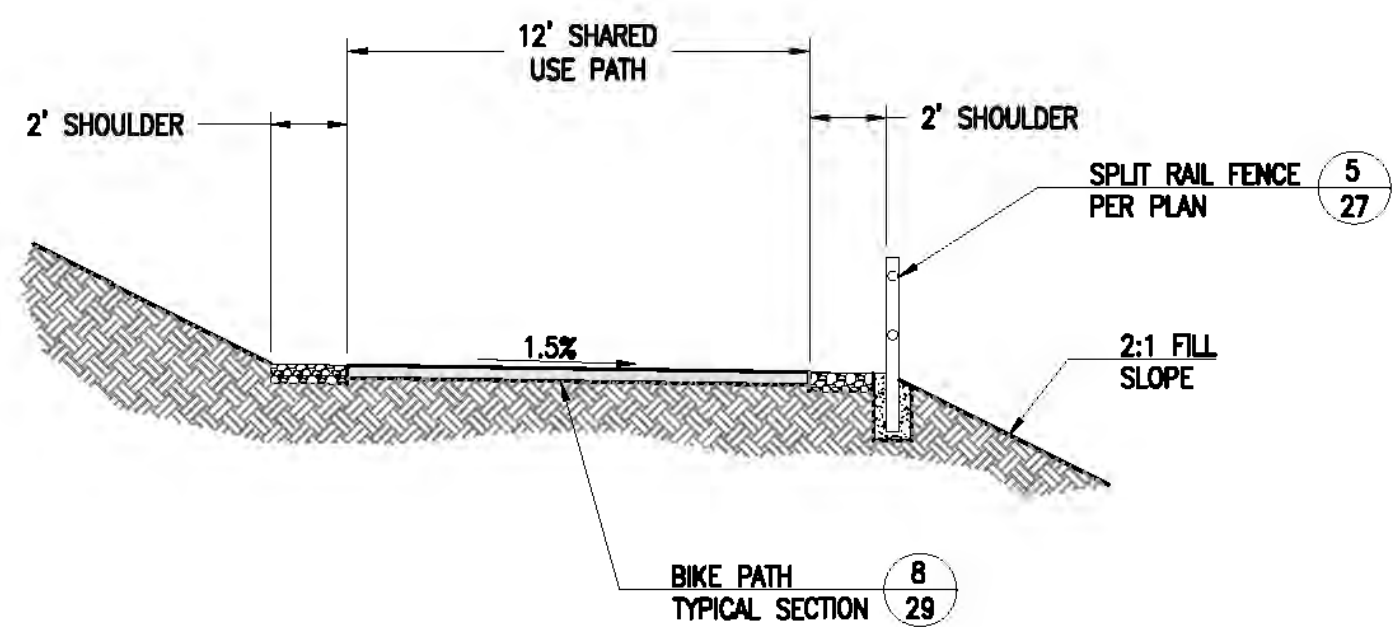
1 PATH CROSS SECTION
NTS



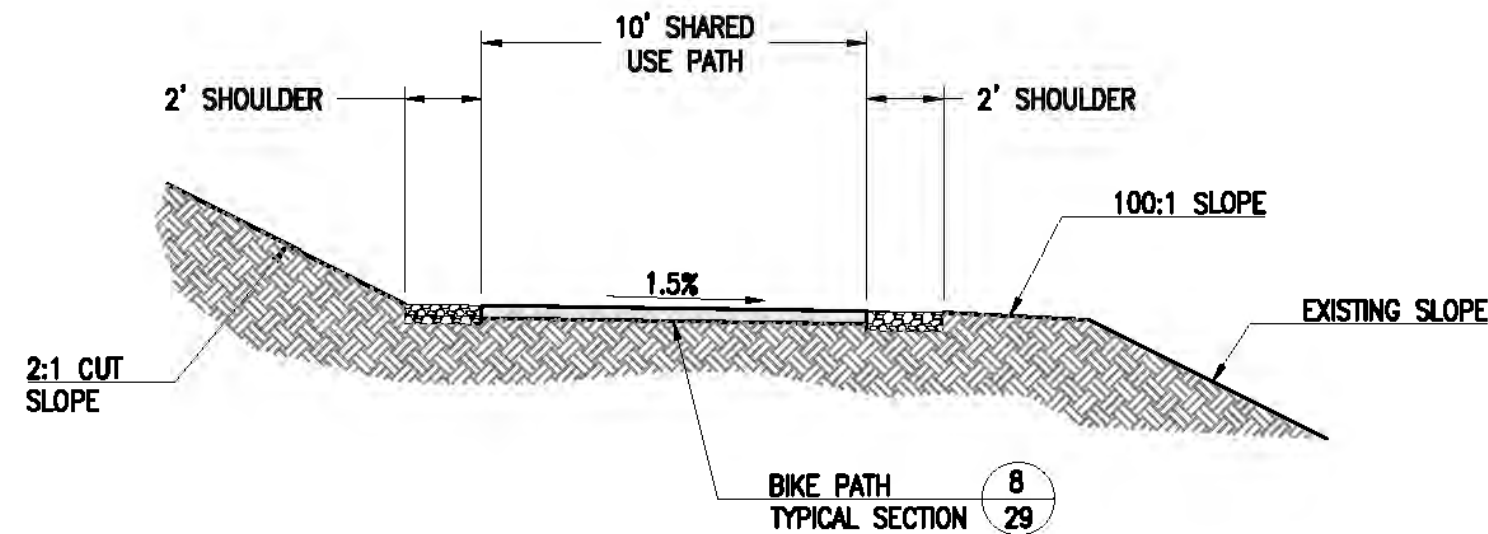
2 PATH CROSS SECTION
NTS



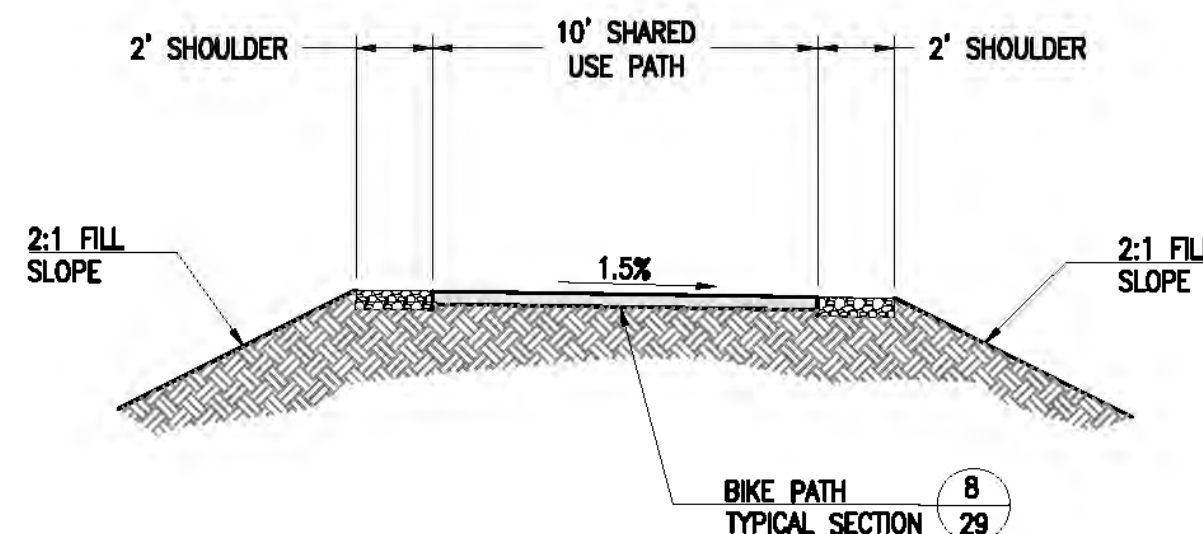
3 PATH CROSS SECTION
NTS



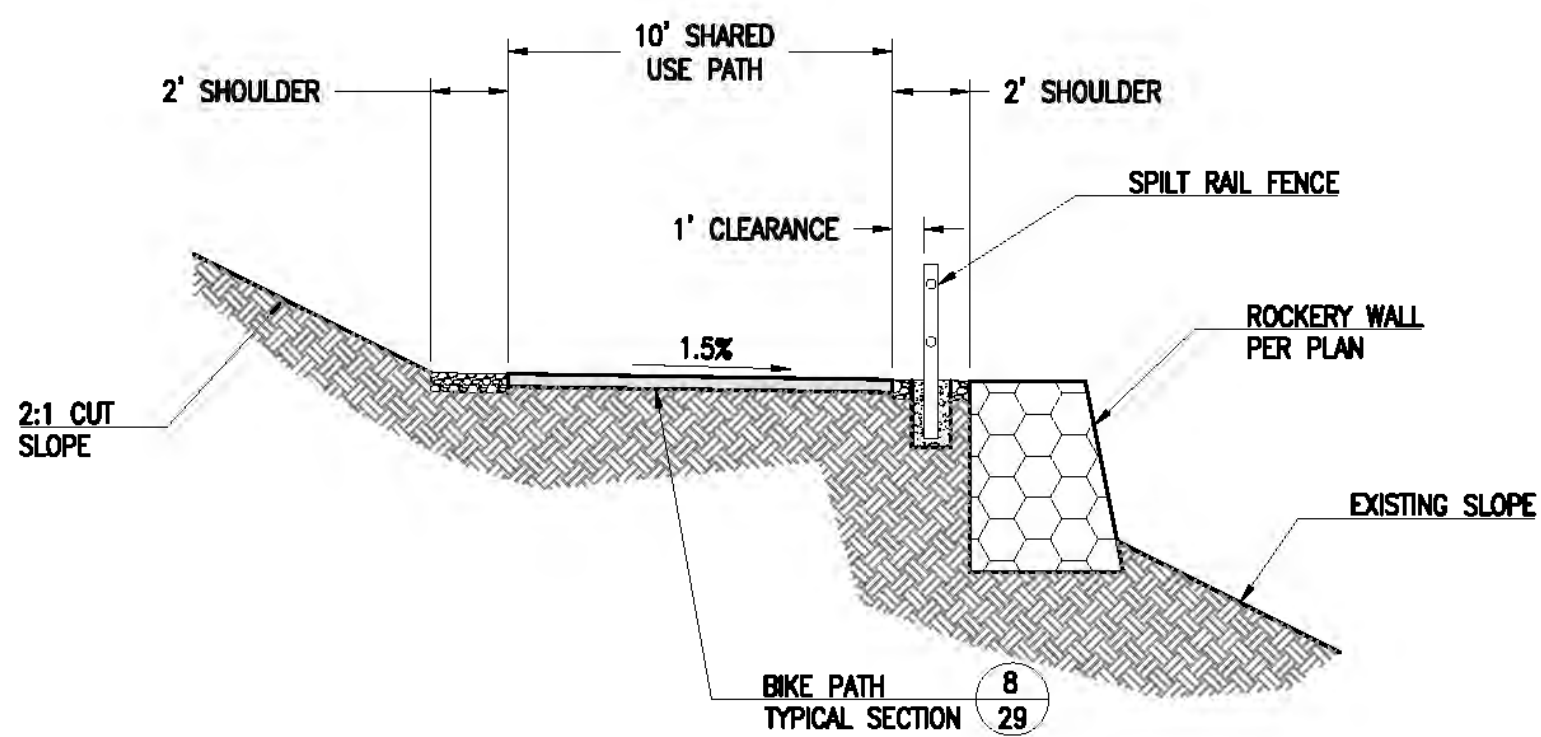
4 PATH CROSS SECTION
NTS



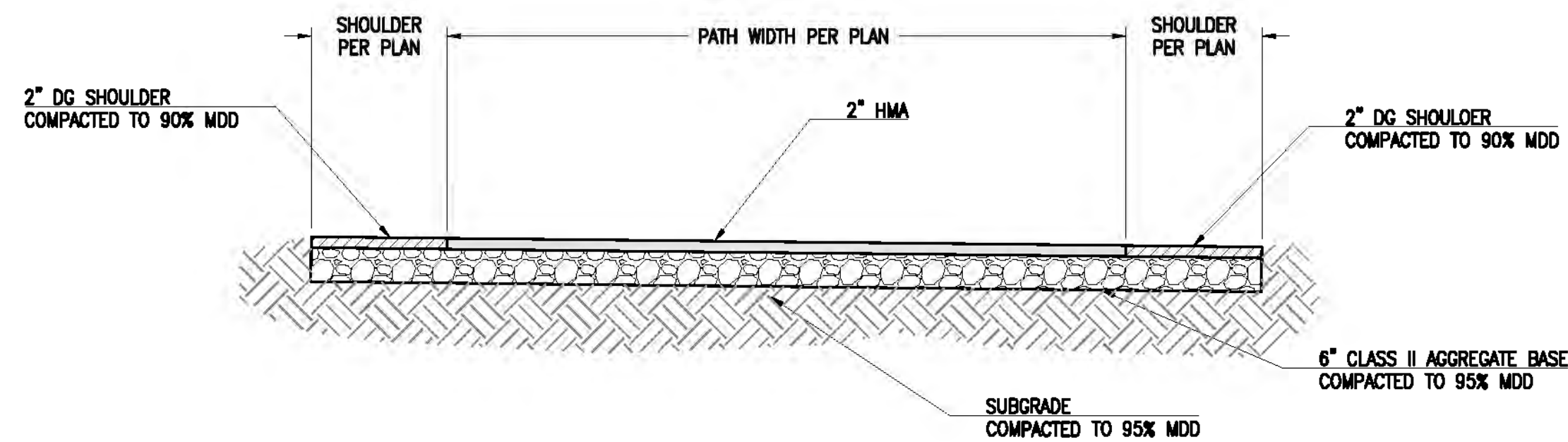
5 PATH CROSS SECTION
NTS



6 PATH CROSS SECTION
NTS



7 PATH CROSS SECTION
NTS



8 BIKE PATH TYPICAL SECTION
NTS

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DESIGNED BY: KH	DATE: 11-30-21
DRAWN BY: KH	DATE: 11-30-21
CHECKED BY: FH	DATE: 11-15-21
LICENSED PROFESSIONAL ENGINEER	No. C 82432
AREA: DESIGN/REVIEW	EXP. 09/30/2022
STATE OF CALIFORNIA	CIVIL
P.O. BOX 336	7717 NORTH LAKE BOULEVARD (SR 28)
7717 NORTH LAKE BOULEVARD (SR 28)	KINGS BEACH, CA 96143
TAHOE ENGINEERING DIVISION	(530) 581-6238
COUNTY OF PLACER	DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF PUBLIC WORKS	TAHOE ENGINEERING DIVISION
NORTH TAHOE SHARED USE TRAIL	DETAILS 3
PROJECT NO.	#
SHEET NO.	29 OF 29



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023

ITEM: G-1

FROM: Office of the General Manager

SUBJECT: General Manager/CEO Report

Major monthly items of note are included as agenda items or are addressed in the Department Managers' reports in this packet. Additional items are as follows:

- 1) With the recent surge in COVID-19 cases nationwide, the District continues to monitor the federal, state, and county guidance and directives regarding the impacts of COVID-19. This includes updates from the Centers for Disease Control and Prevention (CDC) and the State of California Department of Public Health (CDPH) on masking requirements. All work practices at the District remain in conformance with CDC, CDPH, and Cal/OSHA requirements. The District did not see any COVID cases among Staff over the last month.
- 2) The District, Tahoe City Public Utility District (TCPUD), and the South Tahoe Public Utility District (STPUD) continue their partnership work on legislative matters:
 - a) At the federal level, the United States Forest Service (USFS) announced a \$2.1M 2023 allocation for the Tahoe water for fire suppression program, with the District's tentative share of that allocation at approximately \$1.7M for the Golden, Rainbow, and Secline Watermain Replacement and Fireflow Enhancement Project. USFS Region 5 staff and STPUD have finalized and executed the agreement and a sub-agreement between STPUD and NTPUD is before the Board of Approval as Item E-5. Importantly, the grant allows for project reimbursement of expenses dating to December 2022.
 - b) At the state level, the Partnership continues to monitor legislative activity as it relates to our state priorities. These include:
[SB 470 \(Alvarado-Gill\)](#) is designed to expand the eligibility of an existing DWR grant program to allow water infrastructure projects for fire suppression and signal legislative intent to similarly expand other state-wide grant programs.

This Bill was approved by both houses of the legislature and awaits signature by the Governor.

[AB 1594 \(Garcia\)](#) provides additional flexibility to public agency utilities in the implementation of the new Air Resources Board Advanced Clean Fleets rules as it relates to the replacement of specialty equipment utilized by public agency utilities in the delivery of electric, water, and wastewater services.

This Bill was approved by both houses of the legislature and awaits signature by the Governor.

[AB 1567 \(Garcia, Wendy Carrillo, Connolly, Friedman, and Papan\)](#) authorizes an election for the issuance of a bond for significant funding in support of statewide climate resiliency efforts. This includes direct funding to the California Tahoe Conservancy to support fuels reduction, Lake Tahoe Environmental Improvement Program (EIP) projects, and other multiple-benefit watershed protection and climate-reliance projects. Importantly, AB 1567 (as it is currently written) specifically provides funding for water delivery system improvements for fire suppression purposes for communities in high fire hazard severity zones or very high fire hazard severity zones.

[SB 867 \(Allen, Becker, Portantino, and Stern\)](#) is the Senate's version of AB 1567. SB 867 is largely similar to AB 1567, but there is some variation in the funding programs and amounts. AB 1567 is generally more favorable to the Partnership's goals.

Neither bond bill (AB 1567 and SB 867) passed out of the legislature in the 2023 session; however, both are slated for consideration in the 2024 session in advance of the November 2024 general election.

More information on the California legislative process can be found here: <https://www.senate.ca.gov/legislativeprocess>.

- c) The District, along with TCPUD and North Tahoe Fire Protection District, were selected by the California Special District Association (CSDA) for their annual Virtual Special Districts Tour. The three Districts' collaborative efforts on behalf of wildfire resiliency in the Tahoe Basin and water infrastructure for fire suppression will be featured. Past virtual tours by CSDA can be found on their website: <https://www.csda.net/learn/specialdistrictstour>.
- 3) The General Manager participated in a tour of North Lake Tahoe for the California Tahoe Conservancy (CTC) Board of Directors on September 21, 2023. It included a stop at the North Tahoe Regional Park focusing on the collaborative partnership we have with CTC, the role of the PUDs in the provision of recreation services, and the Regional Park as a recreation hub and a key trailhead for the Resort Triangle Trail network.

- 4) The State of California has extended the Low-Income Household Water Assistance Program (LIHWAP) through March 31, 2024 and the General Manager will be authorizing the District to participate in the program extension. LIHWAP, which comes at no cost to the District, provides direct financial assistance to help low-income customers manage their residential water and wastewater utility costs. The District has participated in the program since its inception in March 2022 and there have been six District customers that have benefited from the program in the amount of \$2,323.
- 5) The North Tahoe Business Association (NTBA) held its regularly scheduled Board meeting on September 25, 2023. The following items were topics of discussion:
 - a) Presentation and discussion on the NTPUD/TCPUD Joint Active Recreation Study and polling effort
 - b) Advocacy Policy changes
 - c) Board Member recruitment discussion

The next regularly scheduled NTBA Board meeting is October 18, 2023.

- 6) The Boys and Girls Club of North Lake Tahoe (BGCNLT) held its regularly scheduled Board meeting on September 27, 2023. The following items were topics of discussion:
 - a) Formation of a Youth of the Year Ad-hoc Committee
 - b) Updates from the Board President
 - c) Updates from the CEO
 - d) Updates from the Finance Committee - Review of Club Financials

The next regularly scheduled BGCNLT Board meeting is October 25, 2023.

- 7) On September 23, 2023, the District, in partnership with the NTPUD Employee Association, hosted an employee barbeque in the Regional Park for staff and their families that included an afternoon in the Tahoe Treetop Adventure Course.
- 8) The District is recruiting for a number of open positions, including:
 - Two Utility Operations Maintenance Worker I/II
 - Event Center Coordinator

Submitted By:



Bradley A. Johnson, P.E.
General Manager/CEO



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023

ITEM: G-2

FROM: Justin Broglio, Public Information Officer

SUBJECT: Public Information and Community Outreach Report

DISCUSSION:

Public Information and Community Outreach:

- For the month of September, our communications and outreach focused on – 1) promotions of our final Summer 2023 events and Recreation programs; 2) ongoing construction project updates and messaging for impacted customers; and 3) promotion of new Fall/Winter Recreation programs and activities.
- Staff completed the design, printing, and distribution of the 2023 Fall/Winter Recreation Activity Guide.
 - Staff printed 1,500 copies of the guide and promoted the online PDF version across the District's social media and websites. To-date, the online version has been viewed 859 times.
- Staff coordinated resources and attended a video shoot with TCPUD staff and CSDA staff, preparing footage and scripting for the CSDA Virtual Tour highlight video of "Water Infrastructure for Firefighting in Lake Tahoe."
- Staff continued to assist with the design and printing schedule for the Regional Park Wayfinding Signage Update project. Several signs have been printed and installed throughout the Park.
- Staff continues to update the website and outreach planning for Phase 3 of the Recreation & Aquatics Center Feasibility study - <https://northtahoerec.org/>.
- Staff continues to manage public outreach and updates for all the District's Summer 2023 Construction projects – including detailed signage for watermain shutdowns and customer impacts in September.
- Staff trained Recreation staff on the District's new email marketing software suite of tools to Constant Contact. Updates included adding customer-specific lists and tags to send targeted SMS text messages and emails.
- Staff continues to add content and update the District's new website as needed.

Grants:

- Staff coordinated a site visit for our CA State Parks – Office of Grants and Local Services Project Officer to the North Tahoe Regional Park.
 - The visit included a showcase of the Pam Emmerich Memorial Pinedrop Trailhead construction and a tour of the proposed North Tahoe Trail Access Improvements Project (submitted to the Habitat Conservation Fund program for \$1,029,005 in June 2023).
- The District's two applications for the NTCA's Community Vitality and Economic Health Investment Program Three-year Sponsorship Program will be reviewed by the Placer County Board of Supervisors at its October 16th meeting.
- Staff is continuing to monitor and review grant opportunities as appropriate.

North Tahoe Event Center Marketing:

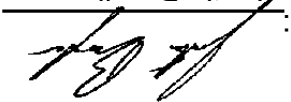
- Staff coordinated with NTEC staff and our contract content strategist to set up the NTEC's new email marketing automations and email marketing campaigns in Constant Contact.
- The NTEC is now collecting emails through a website pop-up box and has a "new lead" email automation setup to engage new customers and encourage event bookings.


Community and Regional Partner Connections:

- Participated in bi-weekly Tahoe-Truckee PIO team meetings and North Lake Tahoe-Truckee Stakeholder meetings.
 - September meetings focused on Fall event outreach and the TRPA and League to Save Lake Tahoe's updated Invasive Species messaging on the New Zealand Mud Snail discovery.
- Attended the NTCA's Board of Directors meeting (virtual) to monitor the approval of the District's multi-year sponsorship proposals within the NTCA Community Vitality Program & Economic Health Investment Program.
 - Both of the District's multi-year sponsorship proposals were approved by the NTCA Board of Directors.
- Attended the NTCA's Monthly First Tuesday Breakfast Club.
 - Staff provided updates on the District's construction projects, final summer events, and Fall recreation and parks planning.

- Attended the NTBA's Music in the Sky and Labor Day Drone Show

Review Tracking:

Submitted By: 
Justin Broglio
Public Information Officer

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO

District Websites – Quarterly Review (July – August 2023)

See Report Attachments

SUMMARY: For Q3, we saw increased average user traffic across all of the District's sites. Staff has included a new visualization of website metrics attached to this report in the Board Packet.

- **www.ntpd.org**
 - The District's new website continues to perform well with all users. The addition of the Recreation & Parks content has driven a significant increase in website traffic and remains the priority of pages visited by users.
 - Website referral traffic transitioned in Q3 to include over 350 direct links from Facebook posts and promotions.
 - Staff is working to sort out and block some spam attacks, which incorrectly spiked our pageviews metrics in July and September.

- **www.northahoevents.com**
 - Notably in Q3, traffic to the NTEC website was directly focused on the blog posts and correspondingly our "Time on Site" metric increased quite a bit to nearly 3 mins. This means that people are spending more time on the website and reading through the blog posts and wedding and event recommendations being generated by our Contract Content Strategist.
 - Staff is also working to sort out and block some spam attacks, which incorrectly spiked our pageviews metrics in July and September.
- **Civic Rec** (<https://secure.rec1.com/CA/north-tahoe-public-utility-district-ca/catalog>)
 - New this Quarter, staff is proud to present metrics for our Recreation Registration and Reservations website.
 - Overall, site usage is strong and "Time on Site" is over 3 mins, which is very good.
 - Also, notable – one of the main traffic sources for this website is our Facebook content and our Digital (PDF) version of the Activity Guide (seeing in the metrics as "indd.adobe.com").


District Social Media Channels – Quarterly Review (July – August 2023)

See Report Attachment

SUMMARY: For Q3, we saw increased engagement across all of the District’s social media channels. Staff has included a new visualization of social media metrics attached to this report the Board Packet.

- **@NorthTahoeRecreation**
 - When compared to Q2, the @NorthTahoeRecreation channels saw a 124% increase in Facebook reach (including ads) and a 9.5% decrease in Instagram reach (organic).
 - Staff promoted the Chalk Art Festival with Facebook ads and received over 25,000 impressions in a 10-day ad period – at a total cost of \$163.
 - Staff utilized our new DJI drone to take and promote aerial photos of the Regional Park and TVRA, including the summer construction projects. These images got a lot of engagement on social media.
- **@NorthTahoePUD**
 - When compared to Q2, the @NorthTahoePUD channels saw a 61% increase in Facebook reach (including ads) and a 45% increase in Instagram reach (organic).
 - Aerial photos and videos of the Summer construction projects using the District’s new DJI drone were a big hit.
 - Going forward into Fall 2023, staff is planning some “Before & After” photos and video content that will showcase the infrastructure investments the District has made this year.
- **@NorthTahoeEvents**
 - When compared to Q2, the @NorthTahoeEvents channels saw a 15% increase in Facebook reach (organic) and a 26% increase in Instagram reach (organic).
 - Instagram remains a strategy for engaging our wedding audience and potential clients. Working with our content strategist, we focused our efforts in Q3 on in-depth campaigns that featured themes such as “Adventure Weddings” or “Budget Weddings”. This proved impactful and generated several sales leads.
 - Facebook reach also grew for the NTEC in Q3 as we promoted our own special events and programs on the NTEC page.
 - Going forward into Fall and the 2023 Holiday Season, staff is planning to utilize the NTEC Facebook page more for local event promotions.

Social Media Content Highlights – September 2023



North Tahoe Public Utility District


September 29 at 4:40 PM · 🌐


...

It's a tough job, but someone has to do it! Crews were working hard this week to install two new Satellite Sewer Pump Stations in the Speedboat Beach area of the District. These pump stations serve a critical role in pumping wastewater from the surrounding neighborhood up into the main export line and on to our main stations in Tahoe Vista and then Carnelian Bay, and eventually all the way to the TTSA Regional Wastewater Treatment Facility in Truckee.


These new stations replace the old stations that have served our community for nearly 50 years and were in desperate need of an upgrade. For more information on this project and other water and wastewater infrastructure improvements and enhancements happening throughout the District, visit our website at - <https://ntpud.org/projects/>.


#ntpudinfrastucture #districtsmakethedifference





 Boost this post to reach up to 1365 more people if you spend \$35.


Boost post

 5

 Like

 Comment

 Share



192



North Tahoe Recreation & Parks

September 8 at 1:37 PM · 🌐

There is still plenty of time to register for tomorrow's Chalk Art in the Park event happening in the North Tahoe Regional Park!

Sign up online - <https://ntpud.org/register> - and bring the whole family out to draw and eat FREE Tacos!!

Event starts at 1 pm.

#chalkartinthepark

#chalkartfestival

#artinthepark

#northtahoerecreation

#northtahoeevents

#freetacos



📣 Boost this post to reach up to 1427 more people if you spend \$35.

Boost post



Ben Visnyei

North Tahoe Recreation & Parks
September 13 at 3:35 PM · 🌐

Got any plans Friday night? Our new Fall programs are underway and this Friday, September 15th, we've got the kids covered! Drop off kids grades K-5 at the North Tahoe Event Center for our first "Parent's Night Out" event. We'll have music, movies, games and fun available from 5:30 - 8:30 pm. There are limited spaces available for this program, so book your kids spot today at - <https://ntpud.org/register>. \$20 per child for residents.

KINGS BEACH

Parent's Night Out

Drop off your children (grades K-5) for a night of fun at the North Tahoe Event Center!

FRIDAY SEPT. 15

ACTIVITIES :

- ✓ Music
- ✓ Games
- ✓ Movies
- ✓ Fun!

RESERVE YOUR SPOT TODAY!

📢 Boost this post to reach up to 1474 more people if you spend \$35. **Boost post**

👍 2 4 shares

👍 Like 💬 Comment ➦ Share

KINGS BEACH
Parent's Night Out

Kid's Schedule & Parent Information
September 15th

5:30pm - Drop-off and Free Play

5:45pm - "Huddle Up"

6:15pm - Dinner Time

6:45pm - Movie: A Bug's Life (G)

8:15pm - Clean-up & Free Play

8:15pm - Pick-up time

northtahoerecreation

northtahoerecreation 2w
The evening is set and we're ready for the kiddos! Do you have plans tonight? Drop off children in grades K-5 at the North Tahoe Event Center for our first "Kings Beach Parent's Night Out!" Event starts at 5:30 pm and runs until 8:30 pm. \$20 per child residents / \$30 per child non-residents. See you there!

No comments yet.
Start the conversation.

View insights **Boost post**

3 likes
SEPTEMBER 15

Add a comment...



District Email Newsletters –

In September, we migrated the District’s email marketing/newsletter database to a new software platform (Constant Contact). This new platform provides a better customer experience at the front-end for our customers and adds numerous new functions and controls for internal staff related to email creation, management, and reporting.

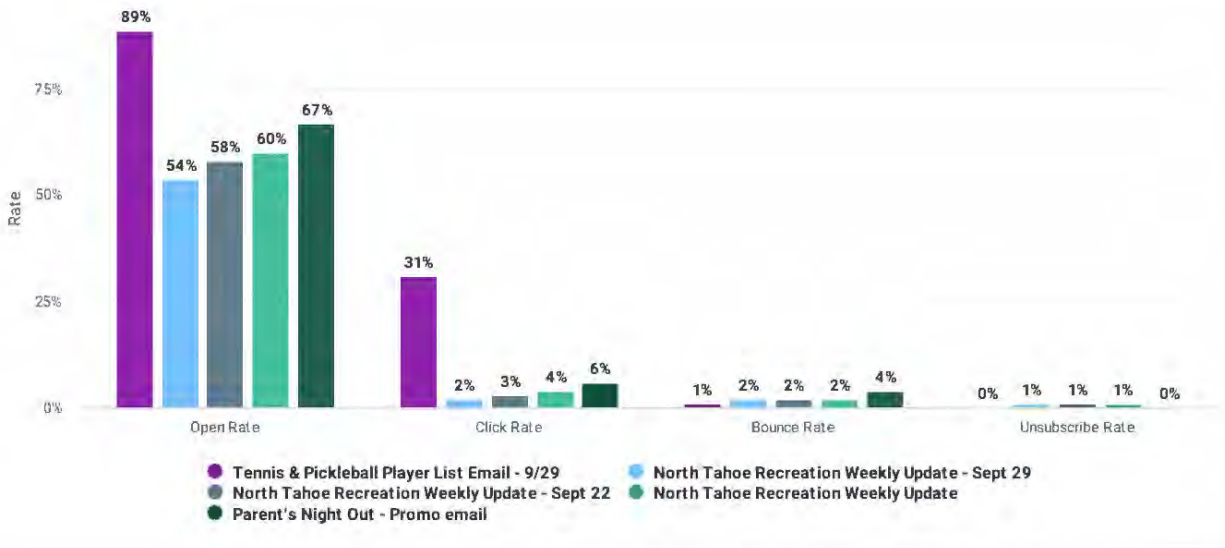
With this new email marketing software platform, we sent five emails in September – all focused on our Recreation & Parks subscribers.






We are now able to parse out and separate users by category and send select and targeted emails that promote specific events and activities. The “Parent’s Night Out” and “Tennis & Pickleball Player List” emails reflect this outreach in September.

The results chart below shows our Open Rate, Click Rate, Bounce Rate, and Unsubscribe Rate from our Recreation Newsletters sent in September.

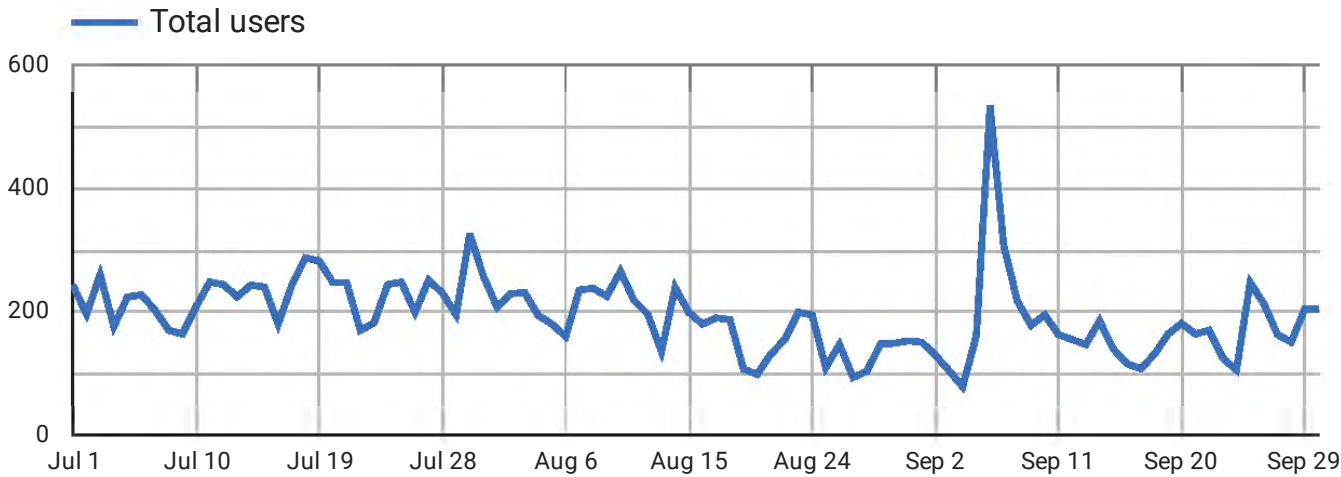
All these rates are very good (when compared to industry standard).

Additionally, the two smaller dedicated email lists are exceptionally strong – showing well above 50% Open Rate and up to 31% Click Rate.



Time Sent	Campaign Name	Sends	Opens	Clicks	Bounces	Unsubscribes
Fri, Sep 29, 2023, 2:30 PM	 Tennis & Pickleball Player List Email - 9/29	71	62 89%	19 31%	1 1%	0 0%
Fri, Sep 29, 2023, 10:06 AM	 North Tahoe Recreation Weekly Update - Sept 29	4,331	2,315 54%	57 2%	71 2%	2 1%
Fri, Sep 22, 2023, 12:35 PM	 North Tahoe Recreation Weekly Update - Sept 22	4,343	2,479 58%	85 3%	75 2%	9 1%
Fri, Sep 15, 2023, 5:02 AM	 North Tahoe Recreation Weekly Update	4,357	2,570 60%	95 4%	75 2%	10 1%
Wed, Sep 13, 2023, 6:30 PM	 Parent's Night Out - Promo email	156	100 67%	6 6%	7 4%	0 0%

Website Traffic (Audience) Metrics



Total users

14,696

New users

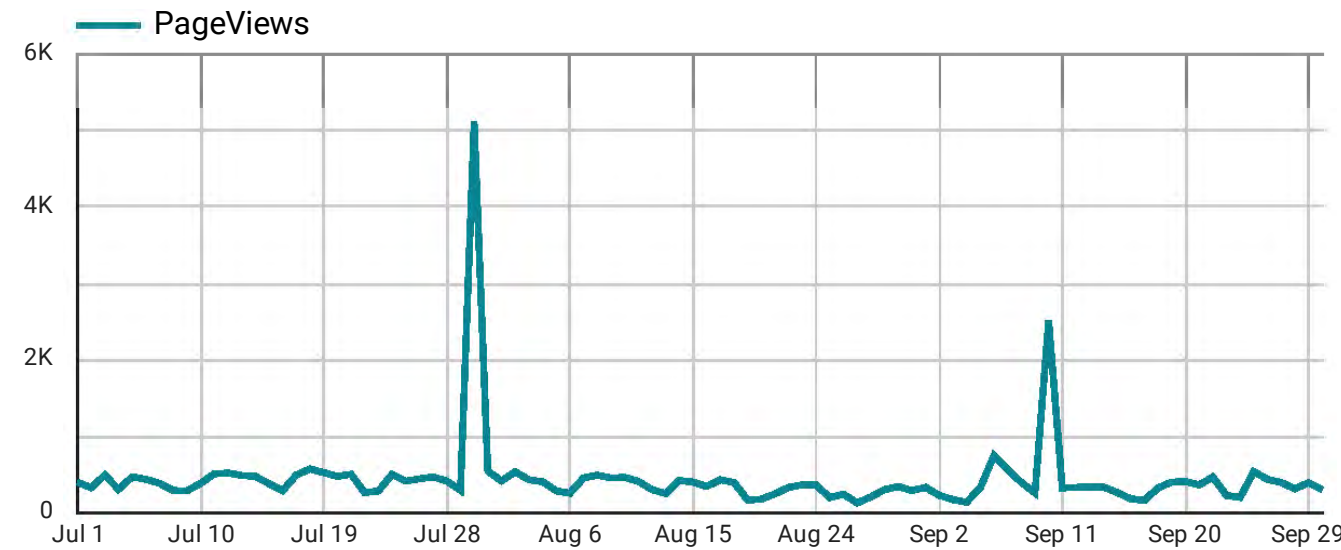
14,418

Time on Site

02:39

Engagement rate

53.74%



Pageviews

41,123

Pages Viewed Per Session

1.97

Pageviews Per User

2.81

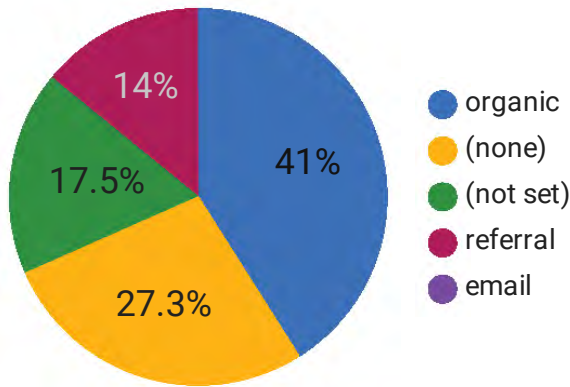
User City

City		Views ▾
1.	Tahoe Vista	<div></div>
2.	(not set)	<div></div>
3.	San Jose	<div></div>
4.	Sacramento	<div></div>
5.	Kings Beach	<div></div>
6.	Truckee	<div></div>
7.	Reno	<div></div>
8.	San Francisco	<div></div>
9.	Los Angeles	<div></div>
10.	Incline Village	<div></div>

First Page Users Visited

First Page Visited	
1.	/ = Homepage
2.	/recreation-parks
3.	/recreation-parks/parks-facilities/north-tahoe-reg...
4.	(not set)
5.	/recreation-parks/parks-facilities/north-tahoe-be...

User Referral Traffic



How did users get to our website?

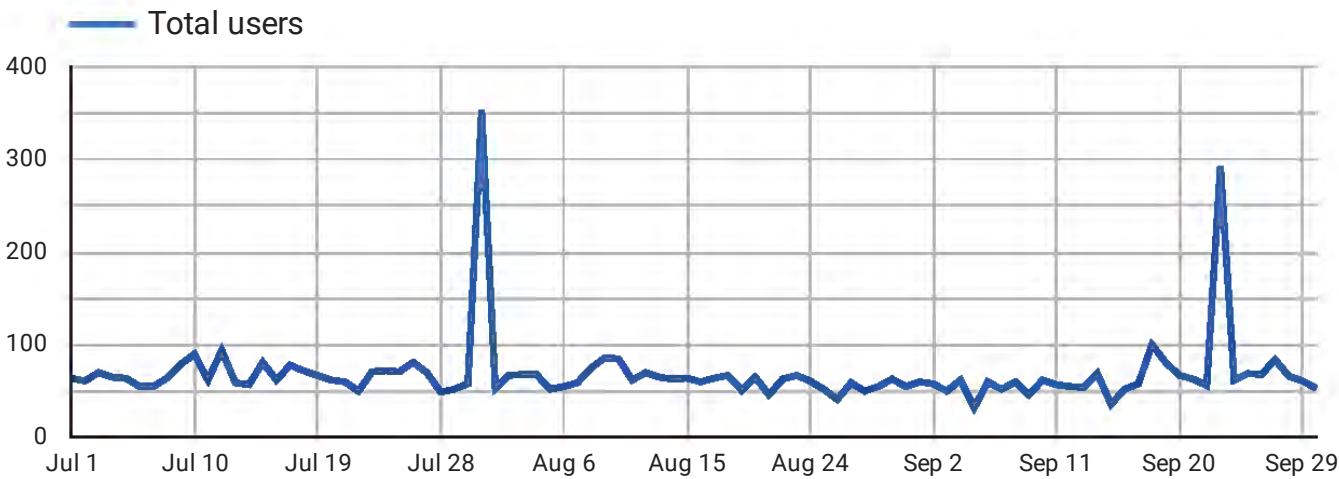
User Source		Pageviews
1.	google	15,195
2.	(direct)	11,243
3.	192.168.17.220	1,654
4.	m.facebook.com	387
5.	bing	914
6.	(not set)	7,201
7.	gotahoenorth.com	455

What did users "Search" to get to our website?

Search term	
1.	zip line
2.	Resident
3.	Residential watering days
4.	Resident rate
5.	Residential watering days Tahoe Vista
6.	Ill
7.	Rope



Website Traffic (Audience) Metrics



Total users

5,144

New users

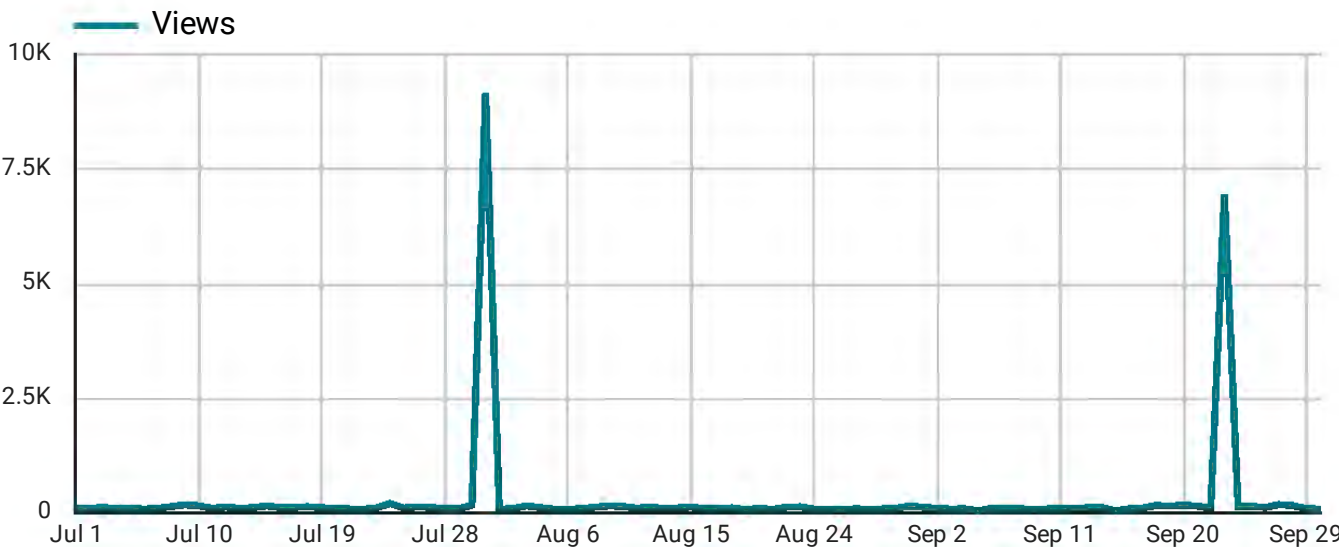
5,134

Time on Site

02:55

Engagement rate

57.60%



Pageviews

26,548

Pages Viewed Per Session

3.93

Pageviews Per User

5.18

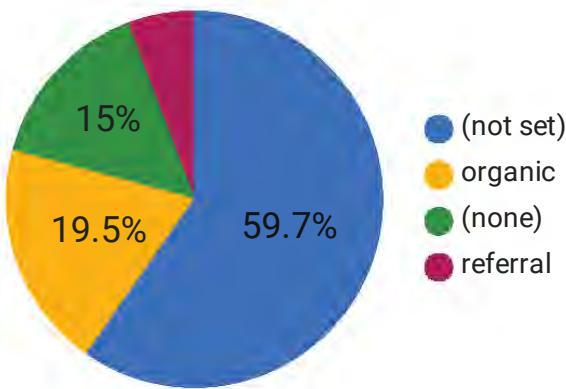
User City

City		Views ▾
1.	(not set)	
2.	San Jose	
3.	Reno	
4.	San Francisco	
5.	Sacramento	
6.	Los Angeles	
7.	Dhaka	
8.	Lagos	
9.	Redding	
10.	Incheon	

First Page Users Visited

First Page Visited	
1.	/when-to-take-wedding-pictures-in-lake-tahoe
2.	(not set) = Homepage
3.	/this-or-that-narrowing-down-your-lake-tahoe-we...
4.	/7-reasons-to-love-and-book-our-north-lake-tahoe...
5.	/blog/page/2

User Referral Traffic



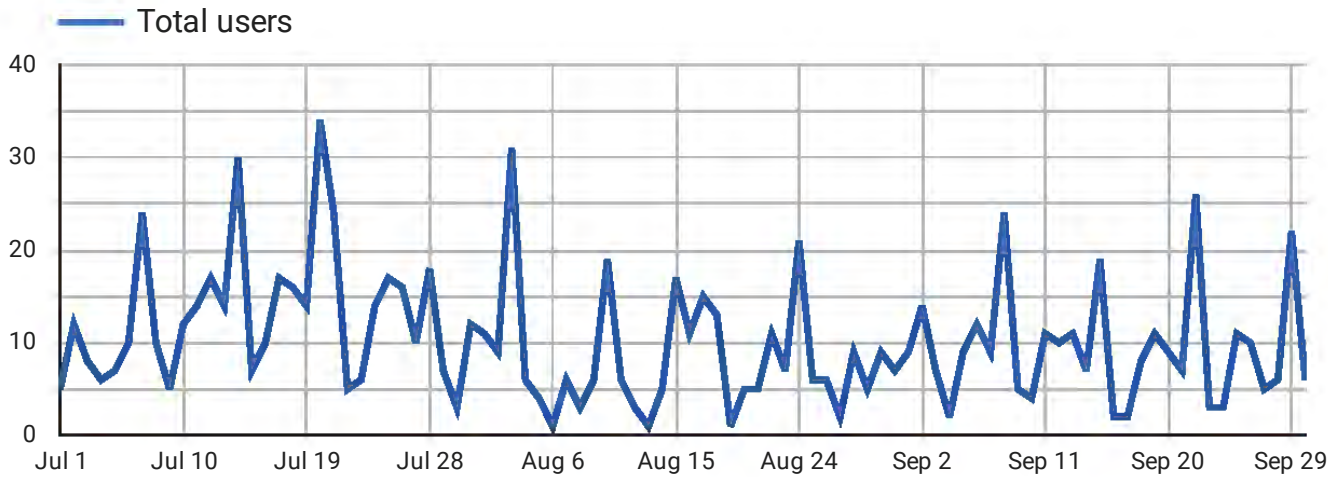
How did users get to our website?

User Source		Views
1.	(not set)	15,851
2.	google	4,636
3.	(direct)	3,987
4.	bing	369
5.	nteventcenter.wpengine.com	282
6.	herecomestheguide.com	278
7.	ntpud.org	225

Lead Generation =
Are these user new clients or returning website users?

New / returning		Total users
1.	new	
2.	returning	
3.	(not set)	

Website Traffic (Audience) Metrics

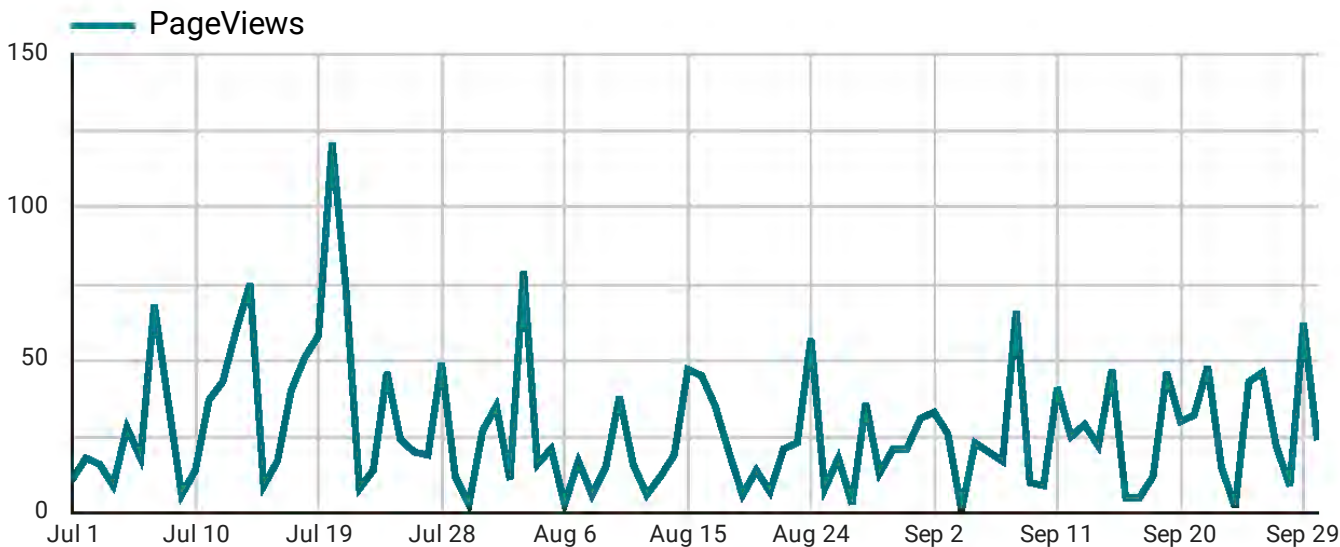


Total users
629

New users
547

Time on Site
03:39

Engagement rate
63.50%



Pageviews
2,522

Pages Viewed Per Session
2.3

Pageviews Per User
4.02

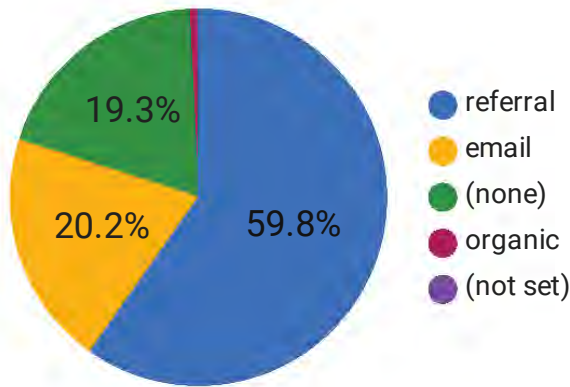
User City

	City	Views ▾
1.	Tahoe Vista	<div></div>
2.	Truckee	<div></div>
3.	(not set)	<div></div>
4.	Kings Beach	<div></div>
5.	San Jose	<div></div>
6.	Tahoe City	<div></div>
7.	Sacramento	<div></div>
8.	Moses Lake	<div></div>
9.	Incline Village	<div></div>
10.	San Francisco	<div></div>

Pages Users Visited

	Page
1.	Catalog - North Tahoe Public Utility District
2.	CivicRec
3.	Payment
4.	Waivers
5.	Transaction Receipt
6.	Prompts

User Referral Traffic



How did users get to our website?

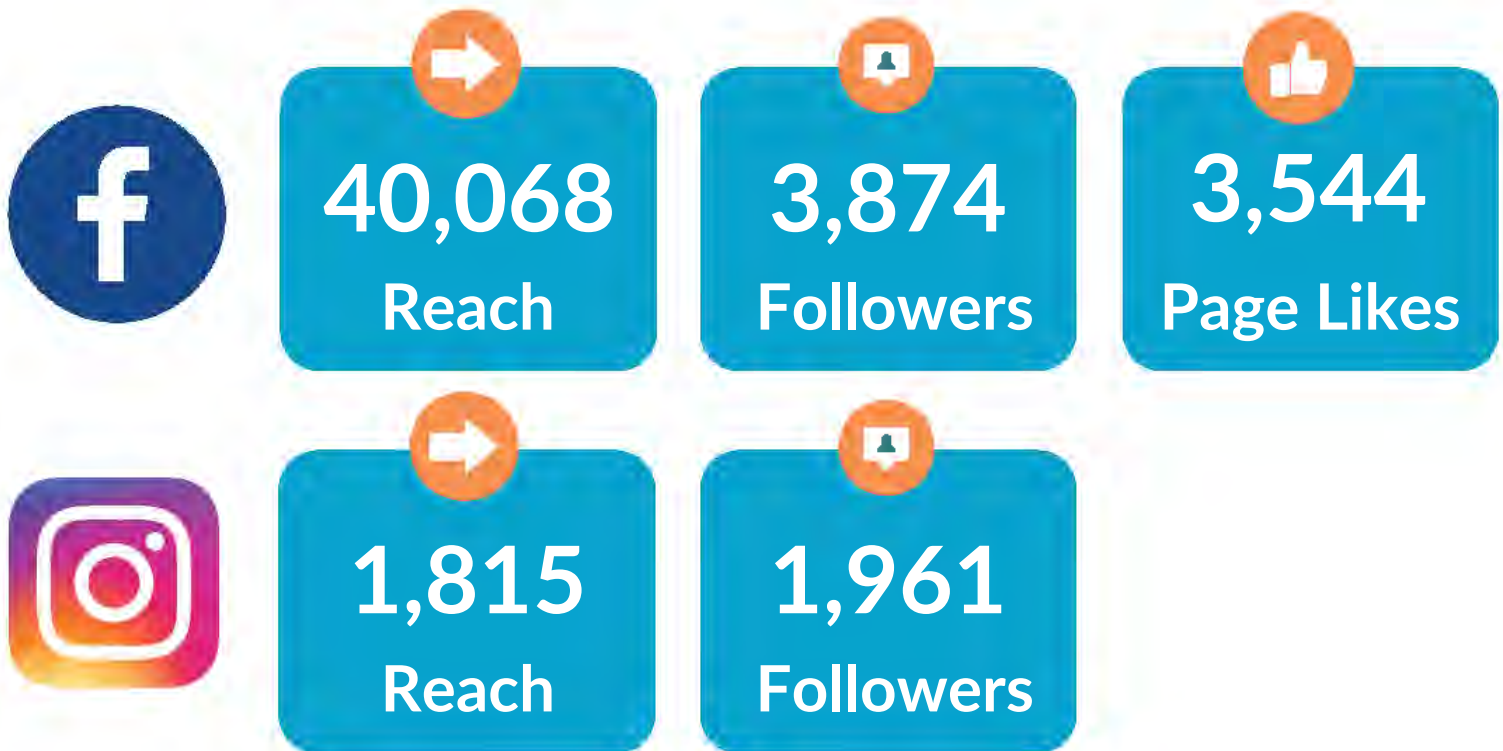
	User Source	Views
1.	ntpud.org	1,292
2.	All External Subscribers	495
3.	(direct)	486
4.	l.facebook.com	62
5.	indd.adobe.com	53
6.	ntpud.sharepoint.com	38
7.	app.constantcontact.com	28

Lead Generation = Are these user new customers or returning users?

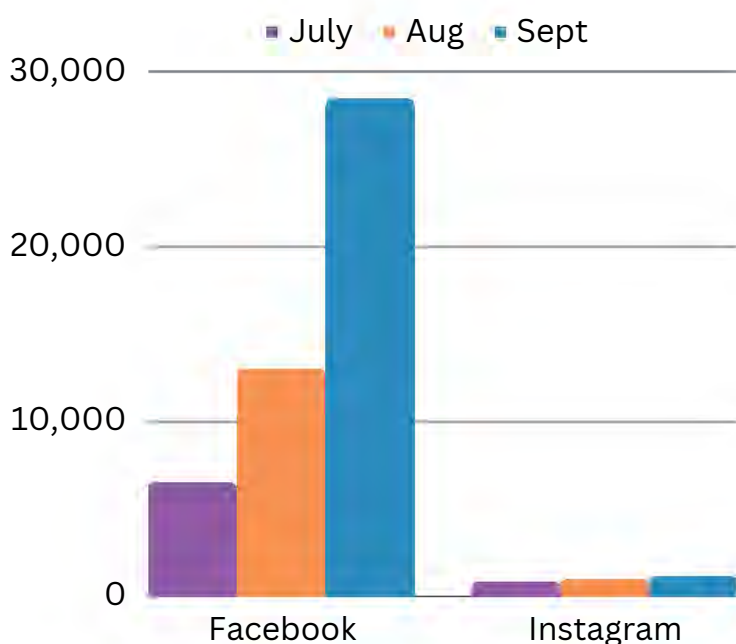
	New / returning	Total users ▾
1.	new	<div></div>
2.	returning	<div></div>
3.	(not set)	<div></div>

Social Media Profiles

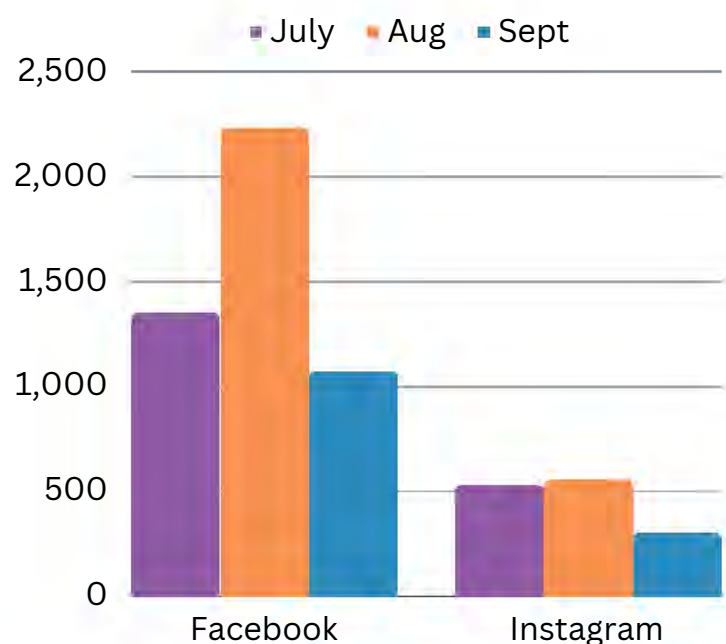
@NorthTahoeRecreation



Quarterly Content Overview



Overall Profile Reach
(including paid ads)



Highest Post Reach
(excluding paid ads)

Social Media Profiles

@NorthTahoePUD



4,075
Reach

1,205
Followers

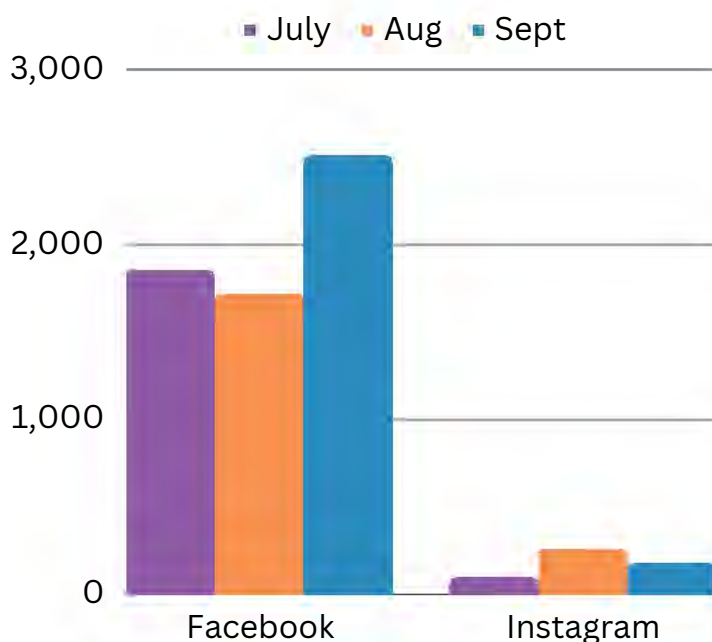
971
Page Likes



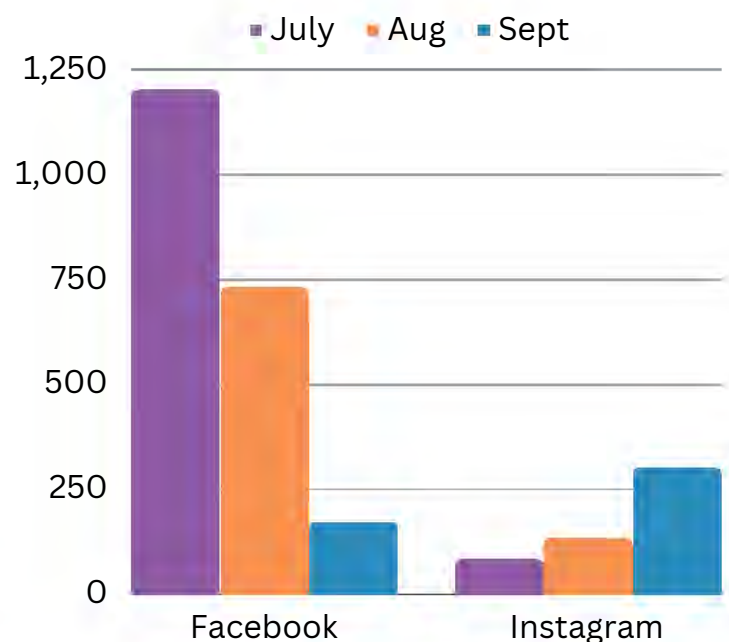
321
Reach

441
Followers

Quarterly Content Overview



Overall Profile Reach
(including paid ads)



Highest Post Reach
(excluding paid ads)

Social Media Profiles

@NorthTahoeEvents



13,579
Reach

1,114
Followers

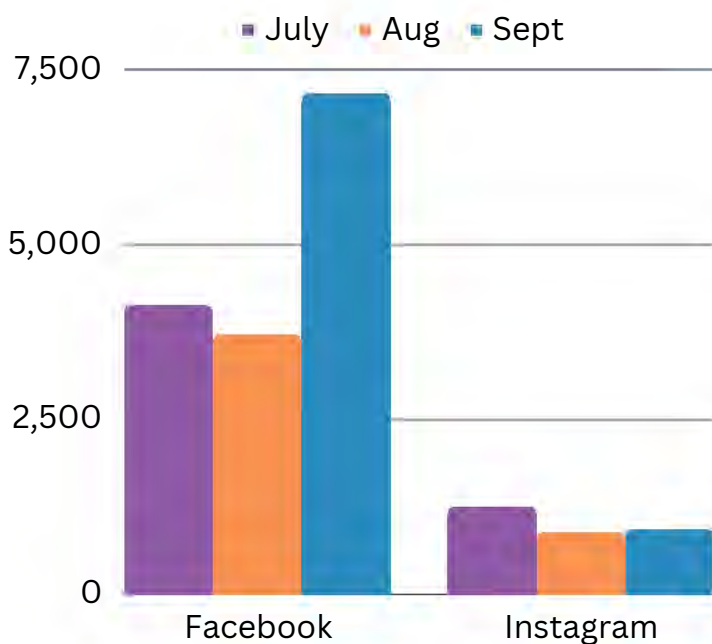
978
Page Likes



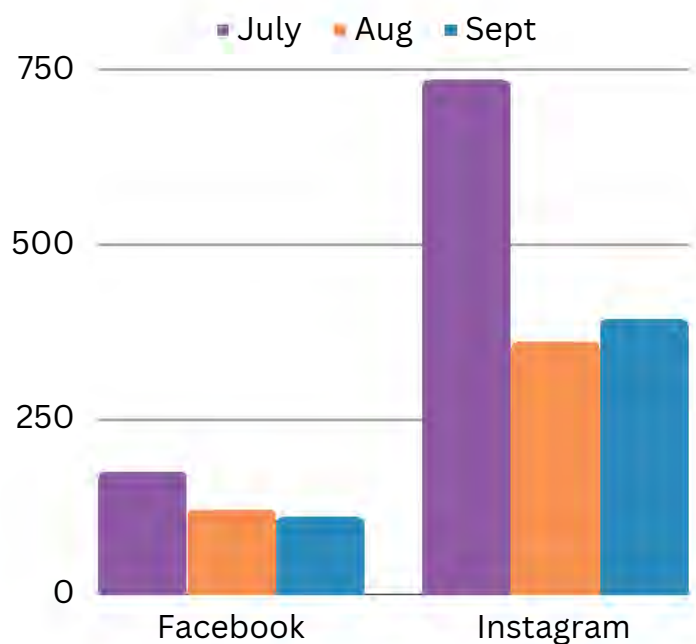
2,228
Reach

866
Followers

Quarterly Content Overview



Overall Profile Reach
(including paid ads)



Highest Post Reach
(excluding paid ads)



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023

ITEM: G-3a

FROM: Finance Department

SUBJECT: Monthly Financial Reports through August 31, 2023

DISCUSSION:

The following financial reports provide the revenue and expense status of the North Tahoe Public Utility District as of the month ending August 31, 2023. This report represents 2/12 or 17% of the fiscal year.

- **All Funds:** At the end of August, the District's Revenues exceeded Expenses by \$1,495,889. This represents Net Income of \$788,234 over Budget. Operating Revenues are below budget by (\$80,801). The District as a whole, is (\$359,680) or (11.8%) under Budget for expenses at month end primarily due to Outside Services/Contractual below budget by (\$118,417) and Other Operating Expenses being under budget by (\$199,277). Non-Operating Revenues are higher than Budget by \$510,494 at month end primarily due to timing of Grant Revenue. Capital projects and purchases in the amount of \$6,855,576 have been initiated year-to-date (YTD).
- **All Wastewater Funds:** This report includes the Wastewater Operations Fund, the Wastewater Reserve Fund, and the Wastewater System Replacement Fund. At the end of August, the Wastewater Revenues exceeded Expenses by \$103,478. Operating Revenues YTD are (\$4,795) under Budget. Operating Expenses are (\$139,056) or (19.1%) under Budget at month end, largely due to Other Operating Expenses and Outside Services/Contractual. Combined this results in a YTD performance of \$134,261 better than Budget.

The Wastewater Fund has expended \$234,162 and encumbered an additional \$843,017 for CIP through August 31, 2023. See Capital Outlay page.

- **All Water Funds:** This report includes the Water Operations Fund, the Water Reserve Fund, and the Water System Replacement Fund. At the end of August, the Water Revenues exceeded Expenses by \$391,788. Operating Revenues YTD are under budget by (\$52,864) partially due to lower than anticipated consumption. Operating Expenses YTD are under budget by (\$40,765) or (5.5%).

The Water Fund has expended \$814,947 and encumbered an additional \$1,848,018 for CIP through August 31, 2023.

- **All Recreation & Parks:** This report includes the Regional Park, Recreation Programming, the TVRA Boat Ramp, the Event Center, and contractual maintenance services provided to Placer County and Kings Beach Elementary School. At the end of

August, the Recreation & Parks Revenues exceeded Expenses by \$1,420,082. Recreation and Parks Operating Revenues are below Budget YTD by (\$35,422) or (7.1%). Total Expenses YTD are (\$28,221) or (5.1%) under Budget. Non-Operating Revenue exceeded Budget by \$511,509 primarily due to the timing of Grant Revenue.

The Recreation and Parks have expended \$1,626,704 and encumbered an additional \$723,205 for CIP Parks Projects through August 31, 2023. See Capital Outlay page.

- **North Tahoe Event Center (NTEC):** NTEC has a Net Loss of (\$28,480) YTD compared to Budget Net Loss of \$(34,122), a \$5,642 positive performance to budget.
- **Fleet:** Operating Expenses YTD are \$5,371 under budget, due to Depreciation Expense.

Fleet had no expenditures for CIP but encumbered \$681,094 through August 31, 2023. See Capital Outlay page.

- **General & Administrative and Base:** Operating Expenses YTD are (\$146,266) or (15.8%) below Budget, due to Outside Services/Contractual and Other Operating Expenses.

Administration has expended \$1,805 for CIP and encumbered \$82,653 through August 31, 2023. See Capital Outlay page.

- **Capital Outlay:** The District has expended \$2,677,618 on Capital and encumbered an additional \$4,177,958 for a total of \$6,855,576 through the month of August 31, 2023.

ATTACHMENTS: Financial Reports for August 31, 2023

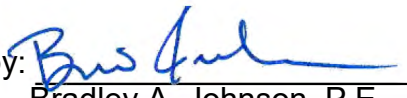
REVIEW TRACKING:

Submitted by:



Vanetta N. Van Cleave
Chief Financial Officer

Approved by:



Bradley A. Johnson, P.E.
General Manager/CEO



**Statement of Revenues and Expenses
For the Period Ended August 31, 2023**

Income Statement	Month-To-Date				Year-To-Date				FY 2023
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	YTD
Operations									
Operating Revenue	\$ 994,186	\$ 982,165	\$ 12,021	1.2%	\$ 2,045,272	\$ 2,135,502	\$ (90,230)	-4.2%	\$ 1,930,222
Internal Revenue	16,797	9,707	7,090	73.0%	28,344	18,915	9,429	49.8%	30,236
Total Operating Revenue	\$ 1,010,983	\$ 991,872	\$ 19,111	1.9%	\$ 2,073,616	\$ 2,154,417	\$ (80,801)	-3.8%	\$ 1,960,458
Salaries and Wages	\$ (493,838)	\$ (523,529)	\$ 29,691	5.7%	\$ (1,032,465)	\$ (997,446)	\$ (35,019)	-3.5%	\$ (900,485)
Employee Benefits	(224,614)	(249,823)	25,209	10.1%	(447,523)	(489,566)	42,043	8.6%	(392,325)
Outside Services/Contractual	(63,194)	(162,333)	99,139	61.1%	(195,345)	(313,762)	118,417	37.7%	(183,124)
Utilities	(62,117)	(55,000)	(7,117)	-12.9%	(131,200)	(124,930)	(6,270)	-5.0%	(103,512)
Other Operating Expenses	(135,744)	(201,356)	65,612	32.6%	(265,734)	(465,011)	199,277	42.9%	(356,501)
Insurance	(31,277)	(31,072)	(205)	-0.7%	(62,389)	(62,145)	(244)	-0.4%	(46,134)
Internal Expense	(16,797)	(9,707)	(7,090)	-73.0%	(28,344)	(18,915)	(9,429)	-49.8%	(28,208)
Debt Service	(3,239)	(3,462)	223	6.4%	(6,478)	(7,576)	1,098	14.5%	(9,080)
Depreciation	(261,932)	(286,663)	24,731	8.6%	(523,519)	(573,326)	49,807	8.7%	(518,668)
Total Operating Expense	\$ (1,292,752)	\$ (1,522,945)	\$ 230,193	15.1%	\$ (2,692,997)	\$ (3,052,677)	\$ 359,680	11.8%	\$ (2,538,037)
Operating Income(Loss)	\$ (281,769)	\$ (531,073)	\$ 249,304	46.9%	\$ (619,381)	\$ (898,260)	\$ 278,879	31.0%	\$ (577,579)
Non-Operations									
Property Tax Revenue	\$ 525,000	\$ 525,000	\$ -	0.0%	\$ 1,050,000	\$ 1,050,000	\$ -	0.0%	\$ 977,500
Community Facilities District (CFD 94-1)	56,964	58,575	(1,611)	-2.8%	113,928	117,150	(3,222)	-2.8%	111,646
Grant Revenue	793,230	217,300	575,930	265.0%	949,330	434,599	514,731	118.4%	-
Interest	7,569	3,750	3,819	101.8%	7,569	7,500	69	0.9%	1,324
Other Non-Op Revenue	6,124	6,667	(543)	-8.1%	12,249	13,333	(1,084)	-8.1%	11,636
Capital Contribution	-	-	-	0.0%	-	-	-	0.0%	-
Other Non-Op Expenses	(8,903)	(8,333)	(570)	-6.8%	(17,806)	(16,667)	(1,139)	-6.8%	(21,450)
Income(Loss)	\$ 1,098,215	\$ 271,886	\$ 826,329	303.9%	\$ 1,495,889	\$ 707,655	\$ 788,234	111.4%	\$ 503,077
Additional Funding Sources									
Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
Transfers	-	-	-	0.0%	-	-	-	0.0%	-
Balance	\$ 1,098,215	\$ 271,886	\$ 826,329	303.9%	\$ 1,495,889	\$ 707,655	\$ 788,234	111.4%	\$ 503,077
Operating Income	\$ (281,769)	\$ (531,073)	\$ 249,304	46.9%	\$ (619,381)	\$ (898,260)	\$ 278,879	31.0%	\$ (577,579)
Net Income(Loss)	\$ 1,098,215	\$ 271,886	\$ 826,329	303.9%	\$ 1,495,889	\$ 707,655	\$ 788,234	111.4%	\$ 503,077
Earnings Before Interest, Depreciation & Amortization	\$ 1,363,386	\$ 562,011	\$ 801,375	142.6%	\$ 2,025,886	\$ 1,288,557	\$ 737,329	57.2%	\$ 1,030,825
Operating Ratio	128%	154%	-26%	-16.7%	130%	142%	-12%	-8.3%	129%
Operating Ratio - plus Tax & CFD	81%	97%	-16%	-16.0%	83%	92%	-9%	-9.5%	83%
Debt Service Coverage Ratio	339.06	78.53	26053%	-18199%	230.92	93.41	13751%	-4410%	55.40



Actual Results For the Month Ended August 31, 2023

Income Statement	Wastewater	Water	Recreation & Parks	Fleet & Equipment	General & Administrative	Total
Operations						
Operating Revenue	\$ 369,290	\$ 440,423	\$ 181,851	\$ -	\$ 2,621	\$ 994,186
Internal Revenue	3,680	7,098	6,020	-	-	16,797
Total Operating Revenue	\$ 372,970	\$ 447,521	\$ 187,871	\$ -	\$ 2,621	\$ 1,010,983
Salaries and Wages	\$ (100,457)	\$ (94,720)	\$ (93,113)	\$ (10,514)	\$ (195,035)	\$ (493,838)
Employee Benefits	(52,116)	(48,872)	(46,504)	(6,220)	(70,903)	(224,614)
Outside Services/Contractual	(5,859)	(13,012)	(19,758)	(76)	(24,489)	(63,194)
Utilities	(17,096)	(26,773)	(9,296)	(691)	(8,262)	(62,117)
Other Operating Expenses	(28,006)	(42,858)	(18,741)	(16,036)	(30,102)	(135,744)
Internal Expense	(973)	(1,122)	(7,440)	(143)	(7,121)	(16,797)
Debt Service	-	(3,239)	-	-	-	(3,239)
Insurance	(6,217)	(6,217)	(6,382)	(5,436)	(7,025)	(31,277)
Depreciation	(98,697)	(95,346)	(55,331)	(9,365)	(3,193)	(261,932)
Total Operating Expense	(309,420)	(332,158)	(256,564)	(48,480)	(346,129)	(1,292,751)
Operating Contribution	\$ 63,550	\$ 115,363	\$ (68,693)	\$ (48,480)	\$ (343,508)	\$ (281,769)
Allocation of Fleet	\$ (25,828)	\$ (24,290)	\$ (9,154)	\$ 59,273	\$ -	\$ -
Operating Income(Loss)	\$ 37,721	\$ 91,073	\$ (77,847)	\$ 10,793	\$ (343,508)	\$ (281,769)
Non-Operations						
Property Tax Revenue	\$ -	\$ 141,667	\$ 220,833	\$ 35,417	\$ 127,083	\$ 525,000
Community Facilities District (CFD 94-1)	-	-	56,964	-	-	56,964
Grant Revenue	-	-	793,230	-	-	793,230
Interest	-	-	-	-	7,569	7,569
Other Non-Op Revenue	-	6,124	-	-	-	6,124
Capital Contribution	-	-	-	-	-	-
Other Non-Op Expenses	-	-	(570)	-	(8,333)	(8,903)
Income(Loss)	\$ 37,721	\$ 238,864	\$ 992,610	\$ 46,209	\$ (217,189)	\$ 1,098,216
Additional Funding Sources						
Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	-	-	-	-	-	-
Balance	\$ 37,721	\$ 238,864	\$ 992,610	\$ 46,209	\$ (217,189)	\$ 1,098,216
Earnings Before Interest, Depreciation & Amortization	\$ 136,418	\$ 337,448	\$ 1,047,941	\$ 55,575	\$ (213,996)	\$ 1,363,386
Operating Ratio	83%	74%	137%		13204%	Median
Operating Ratio - plus Tax & CFD	83%	56%	55%	137%	267%	54%



YTD For the Period Ended August 31, 2023

Income Statement	Wastewater	Water	Recreation & Parks	Fleet & Equipment	General & Administrative	Total
Operations						
Operating Revenue	\$ 737,895	\$ 835,584	\$ 452,761	\$ -	\$ 19,032	\$ 2,045,272
Internal Revenue	7,359	12,084	8,901	-	-	28,344
Total Operating Revenue	\$ 745,255	\$ 847,668	\$ 461,662	\$ -	\$ 19,032	\$ 2,073,616
Salaries and Wages	\$ (200,970)	\$ (190,196)	\$ (202,921)	\$ (22,530)	\$ (415,848)	\$ (1,032,465)
Employee Benefits	(101,947)	(95,678)	(97,797)	(12,478)	(139,624)	(447,523)
Outside Services/Contractual	(9,511)	(26,516)	(34,854)	(150)	(124,314)	(195,345)
Utilities	(32,850)	(56,085)	(22,167)	(1,290)	(18,809)	(131,200)
Other Operating Expenses	(33,062)	(121,559)	(33,537)	(26,997)	(50,580)	(265,734)
Internal Expense	(1,951)	(3,245)	(12,863)	(288)	(9,997)	(28,344)
Debt Service	-	(6,478)	-	-	-	(6,478)
Insurance	(12,434)	(12,434)	(12,599)	(10,872)	(14,050)	(62,389)
Depreciation	(197,394)	(190,691)	(110,319)	(18,731)	(6,385)	(523,519)
Total Operating Expense	(590,118)	(702,882)	(527,056)	(93,335)	(779,606)	(2,692,998)
Operating Contribution	\$ 155,136	\$ 144,786	\$ (65,395)	\$ (93,335)	\$ (760,574)	\$ (619,382)
Allocation of Fleet	\$ (51,657)	\$ (48,580)	\$ (18,309)	\$ 118,546	\$ -	\$ -
Operating Income(Loss)	\$ 103,479	\$ 96,206	\$ (83,703)	\$ 25,210	\$ (760,574)	\$ (619,382)
Non-Operations						
Property Tax Revenue	\$ -	\$ 283,333	\$ 441,667	\$ 70,833	\$ 254,167	\$ 1,050,000
Community Facilities District (CFD 94-1)	-	-	113,928	-	-	113,928
Grant Revenue	-	-	949,330	-	-	949,330
Interest	-	-	-	-	7,569	7,569
Other Non-Op Revenue	-	12,249	-	-	-	12,249
Capital Contribution	-	-	-	-	-	-
Other Non-Op Expenses	-	-	(1,139)	-	(16,667)	(17,806)
Income(Loss)	\$ 103,479	\$ 391,788	\$ 1,420,082	\$ 96,044	\$ (515,505)	\$ 1,495,888
Additional Funding Sources						
Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers	-	-	-	-	-	-
Balance	\$ 103,479	\$ 391,788	\$ 1,420,082	\$ 96,044	\$ (515,505)	\$ 1,495,888
Earnings Before Interest, Depreciation & Amortization	\$ 300,873	\$ 588,957	\$ 1,530,400	\$ 114,774	\$ (509,120)	\$ 2,025,885
Operating Ratio	79%	83%	114%			Median
Operating Ratio - plus Tax & CFD	79%	62%	52%			54%



Wastewater Operations
Statement of Revenues and Expenses
For the Period Ended August 31, 2023

Income Statement	Month-To-Date					Year-To-Date					Prior
	Actual	Budget	Variance	% Variance		Actual	Budget	Variance	% Variance		YTD
Operations											
Operating Revenue	\$ 369,290	\$ 371,345	\$ (2,055)	-0.6%		\$ 737,895	\$ 742,690	\$ (4,795)	-0.6%		\$ 690,118
Internal Revenue	3,680	3,679	1	0.0%		7,359	7,359	-	0.0%		6,809
Total Operating Revenue	\$ 372,970	\$ 375,024	\$ (2,054)	-0.5%		\$ 745,254	\$ 750,049	\$ (4,795)	-0.6%		\$ 696,927
Salaries and Wages	\$ (100,457)	\$ (107,811)	\$ 7,354	6.8%		\$ (200,970)	\$ (205,379)	\$ 4,409	2.1%		\$ (177,932)
Employee Benefits	(52,116)	(54,905)	2,789	5.1%		(101,947)	(104,750)	2,803	2.7%		(88,074)
Outside Services/Contractual	(5,859)	(31,200)	25,341	81.2%		(9,511)	(48,100)	38,589	80.2%		(13,368)
Utilities	(17,096)	(11,432)	(5,664)	-49.5%		(32,850)	(23,799)	(9,051)	-38.0%		(23,719)
Other Operating Expenses	(28,006)	(62,347)	34,341	55.1%		(33,062)	(105,605)	72,543	68.7%		(103,411)
Insurance	(6,217)	(6,341)	124	2.0%		(12,434)	(12,682)	248	2.0%		(8,592)
Internal Expense	(973)	(976)	3	0.3%		(1,951)	(1,952)	1	0.1%		(4,410)
Debt Service	-	-	-	0.0%		-	-	-	0.0%		-
Depreciation	(98,697)	(113,454)	14,757	13.0%		(197,394)	(226,908)	29,514	13.0%		(206,125)
Total Operating Expense	\$ (309,421)	\$ (388,466)	\$ 79,045	20.3%		\$ (590,119)	\$ (729,175)	\$ 139,056	19.1%		\$ (625,631)
Operating Contribution	\$ 63,549	\$ (13,442)	\$ 76,991	572.8%		\$ 155,135	\$ 20,874	\$ 134,261	643.2%		\$ 71,296
Allocation of Base	\$ -	\$ -	\$ -	0.0%		\$ -	\$ -	\$ -	0.0%		\$ -
Allocation of Fleet	(25,828)	(25,828)	-	0.0%		(51,657)	(51,657)	-	0.0%		(50,958)
Allocation of General & Administrative	-	-	-	0.0%		-	-	-	0.0%		-
Operating Income(Loss)	\$ 37,721	\$ (39,270)	\$ 76,991	196.1%		\$ 103,478	\$ (30,783)	\$ 134,261	436.2%		\$ 20,338
Non-Operations											
Property Tax Revenue	\$ -	\$ -	\$ -	0.0%		\$ -	\$ -	\$ -	0.0%		\$ 91,667
Community Facilities District (CFD 94-1)	-	-	-	0.0%		-	-	-	0.0%		-
Grant Revenue	-	-	-	0.0%		-	-	-	0.0%		-
Interest	-	-	-	0.0%		-	-	-	0.0%		-
Other Non-Op Revenue	-	-	-	0.0%		-	-	-	0.0%		-
Capital Contribution	-	-	-	0.0%		-	-	-	0.0%		-
Other Non-Op Expenses	-	-	-	0.0%		-	-	-	0.0%		(4,000)
Income(Loss)	\$ 37,721	\$ (39,270)	\$ 76,991	196.1%		\$ 103,478	\$ (30,783)	\$ 134,261	436.2%		\$ 108,005
Additional Funding Sources											
Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%		\$ -	\$ -	\$ -	0.0%		\$ -
Transfers	-	-	-	0.0%		-	-	-	0.0%		-
Balance	\$ 37,721	\$ (39,270)	\$ 76,991	196.1%		\$ 103,478	\$ (30,783)	\$ 134,261	436.2%		\$ 108,005
Earnings Before Interest, Depreciation & Amortization	\$ 136,418	\$ 74,184	\$ 62,234	83.9%		\$ 300,872	\$ 196,125	\$ 104,747	53.4%		\$ 314,130
Operating Ratio	83%	104%	-21%	-19.9%		79%	97%	-18%	-18.5%		90%
Operating Ratio - plus Tax & CFD	83%	104%	-21%	-19.9%		79%	97%	-18%	-18.5%		79%



**Statement of Revenues and Expenses
For the Period Ended August 31, 2023**

Income Statement	Month-To-Date				Year-To-Date				Prior
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	YTD
Operations									
Operating Revenue	\$ 440,423	\$ 379,740	\$ 60,683	16.0%	\$ 835,584	\$ 892,042	\$ (56,458)	-6.3%	\$ 834,505
Internal Revenue	7,098	4,245	2,853	67.2%	12,084	8,490	3,594	42.3%	14,347
Total Operating Revenue	\$ 447,521	\$ 383,985	\$ 63,536	16.5%	\$ 847,668	\$ 900,532	\$ (52,864)	-5.9%	\$ 848,852
Salaries and Wages	\$ (94,720)	\$ (102,851)	\$ 8,131	7.9%	\$ (190,196)	\$ (195,913)	\$ 5,717	2.9%	\$ (169,305)
Employee Benefits	(48,872)	(50,749)	1,877	3.7%	(95,678)	(96,820)	1,142	1.2%	(82,960)
Outside Services/Contractual	(13,012)	(25,040)	12,028	48.0%	(26,516)	(39,470)	12,954	32.8%	(19,612)
Utilities	(26,773)	(27,077)	304	1.1%	(56,085)	(57,824)	1,739	3.0%	(47,719)
Other Operating Expenses	(42,858)	(58,567)	15,709	26.8%	(121,559)	(131,365)	9,806	7.5%	(121,909)
Insurance	(6,217)	(6,341)	124	2.0%	(12,434)	(12,682)	248	2.0%	(8,592)
Internal Expense	(1,122)	(1,122)	-	0.0%	(3,245)	(2,243)	(1,002)	-44.7%	(4,584)
Debt Service	(3,239)	(3,462)	223	6.4%	(6,478)	(7,576)	1,098	14.5%	(9,080)
Depreciation	(95,346)	(99,877)	4,531	4.5%	(190,691)	(199,754)	9,063	4.5%	(185,364)
Total Operating Expense	\$ (332,159)	\$ (375,086)	\$ 42,927	11.4%	\$ (702,882)	\$ (743,647)	\$ 40,765	5.5%	\$ (649,125)
Operating Contribution	\$ 115,362	\$ 8,899	\$ 106,463	1196.3%	\$ 144,786	\$ 156,885	\$ (12,099)	-7.7%	\$ 199,727
Allocation of Base	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
Allocation of Fleet	(24,290)	(24,290)	-	0.0%	(48,580)	(48,580)	-	0.0%	(47,901)
Allocation of General & Administrative	-	-	-	0.0%	-	-	-	0.0%	-
Operating Income(Loss)	\$ 91,072	\$ (15,391)	\$ 106,463	691.7%	\$ 96,206	\$ 108,305	\$ (12,099)	-11.2%	\$ 151,826
Non-Operations									
Property Tax Revenue	\$ 141,667	\$ 141,667	\$ -	0.0%	\$ 283,333	\$ 283,333	\$ -	0.0%	\$ 691,667
Community Facilities District (CFD 94-1)	-	-	-	0.0%	-	-	-	0.0%	-
Grant Revenue	-	-	-	0.0%	-	-	-	0.0%	-
Interest	-	-	-	0.0%	-	-	-	0.0%	-
Other Non-Op Revenue	6,124	6,667	(543)	-8.1%	12,249	13,333	(1,084)	-8.1%	11,636
Capital Contribution	-	-	-	0.0%	-	-	-	0.0%	-
Other Non-Op Expenses	-	-	-	0.0%	-	-	-	0.0%	-
Income(Loss)	\$ 238,863	\$ 132,943	\$ 105,920	79.7%	\$ 391,788	\$ 404,971	\$ (13,183)	-3.3%	\$ 855,129
Additional Funding Sources									
Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
Transfers	-	-	-	0.0%	-	-	-	0.0%	-
Balance	\$ 238,863	\$ 132,943	\$ 105,920	79.7%	\$ 391,788	\$ 404,971	\$ (13,183)	-3.3%	\$ 855,129
Earnings Before Interest, Depreciation & Amortization	\$ 337,448	\$ 236,282	\$ 101,166	42.8%	\$ 588,957	\$ 612,301	\$ (23,344)	-3.8%	\$ 1,049,573
Operating Ratio	74%	98%	-23%	-24.0%	83%	83%	0%	0.4%	76%
Operating Ratio - plus Tax & CFD	56%	71%	-15%	-21.0%	62%	63%	-1%	-1.1%	42%



Recreation & Parks Operations
Statement of Revenues and Expenses
For the Period Ended August 31, 2023

Income Statement	Month-To-Date				Year-To-Date				Prior
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	YTD
Operations									
Operating Revenue	\$ 181,851	\$ 227,713	\$ (45,862)	-20.1%	\$ 452,761	\$ 494,038	\$ (41,277)	-8.4%	\$ 401,913
Internal Revenue	6,020	1,783	4,237	237.6%	8,901	3,066	5,835	190.3%	7,053
Total Operating Revenue	\$ 187,871	\$ 229,496	\$ (41,625)	-18.1%	\$ 461,662	\$ 497,104	\$ (35,442)	-7.1%	\$ 408,966
Salaries and Wages	\$ (93,113)	\$ (105,452)	\$ 12,339	11.7%	\$ (202,921)	\$ (202,994)	\$ 73	0.0%	\$ (137,399)
Employee Benefits	(46,504)	(49,752)	3,248	6.5%	(97,797)	(95,078)	(2,719)	-2.9%	(66,366)
Outside Services/Contractual	(19,758)	(18,926)	(832)	-4.4%	(34,854)	(34,202)	(652)	-1.9%	(29,550)
Utilities	(9,296)	(7,588)	(1,708)	-22.5%	(22,167)	(22,988)	821	3.6%	(15,779)
Other Operating Expenses	(18,741)	(30,893)	12,152	39.3%	(33,537)	(65,631)	32,094	48.9%	(43,560)
Insurance	(6,382)	(6,341)	(41)	-0.6%	(12,599)	(12,682)	83	0.7%	(8,592)
Internal Expense	(7,440)	(4,608)	(2,832)	-61.5%	(12,863)	(9,217)	(3,646)	-39.6%	(14,824)
Debt Service	-	-	-	0.0%	-	-	-	0.0%	-
Depreciation	(55,331)	(56,243)	912	1.6%	(110,319)	(112,486)	2,167	1.9%	(98,468)
Total Operating Expense	\$ (256,565)	\$ (279,803)	\$ 23,238	8.3%	\$ (527,057)	\$ (555,278)	\$ 28,221	5.1%	\$ (414,538)
Operating Contribution	\$ (68,694)	\$ (50,307)	\$ (18,387)	-36.5%	\$ (65,395)	\$ (58,174)	\$ (7,221)	-12.4%	\$ (5,572)
Allocation of Base	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
Allocation of Fleet	(9,154)	(9,154)	-	0.0%	(18,309)	(18,309)	-	0.0%	(18,029)
Allocation of General & Administrative	-	-	-	0.0%	-	-	-	0.0%	-
Operating Income(Loss)	\$ (77,848)	\$ (59,461)	\$ (18,387)	-30.9%	\$ (83,704)	\$ (76,483)	\$ (7,221)	-9.4%	\$ (23,601)
Non-Operations									
Property Tax Revenue	\$ 220,833	\$ 220,833	\$ -	0.0%	\$ 441,667	\$ 441,667	\$ -	0.0%	\$ 258,333
Community Facilities District (CFD 94-1)	56,964	58,575	(1,611)	-2.8%	113,928	117,150	(3,222)	-2.8%	111,646
Grant Revenue	793,230	217,300	575,930	265.0%	949,330	434,599	514,731	118.4%	-
Interest	-	-	-	0.0%	-	-	-	0.0%	-
Other Non-Op Revenue	-	-	-	0.0%	-	-	-	0.0%	-
Capital Contribution	-	-	-	0.0%	-	-	-	0.0%	-
Other Non-Op Expenses	(570)	-	(570)	-100.0%	(1,139)	-	(1,139)	-100.0%	(1,117)
Income(Loss)	\$ 992,609	\$ 437,247	\$ 555,362	127.0%	\$ 1,420,082	\$ 916,933	\$ 503,149	54.9%	\$ 345,261
Additional Funding Sources									
Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
Transfers	-	-	-	0.0%	-	-	-	0.0%	-
Balance	\$ 992,609	\$ 437,247	\$ 555,362	127.0%	\$ 1,420,082	\$ 916,933	\$ 503,149	54.9%	\$ 345,261
Earnings Before Interest, Depreciation & Amortization	\$ 1,047,940	\$ 493,490	\$ 554,450	112.4%	\$ 1,530,401	\$ 1,029,419	\$ 500,982	48.7%	\$ 443,729
Operating Ratio	137%	122%	15%	12.0%	114%	112%	2%	2.2%	101%
Operating Ratio - plus Tax & CFD	55%	55%	0%	0.2%	52%	53%	-1%	-1.5%	53%



Division
Department

51-5100
Recreation & Parks
Event Center Operations

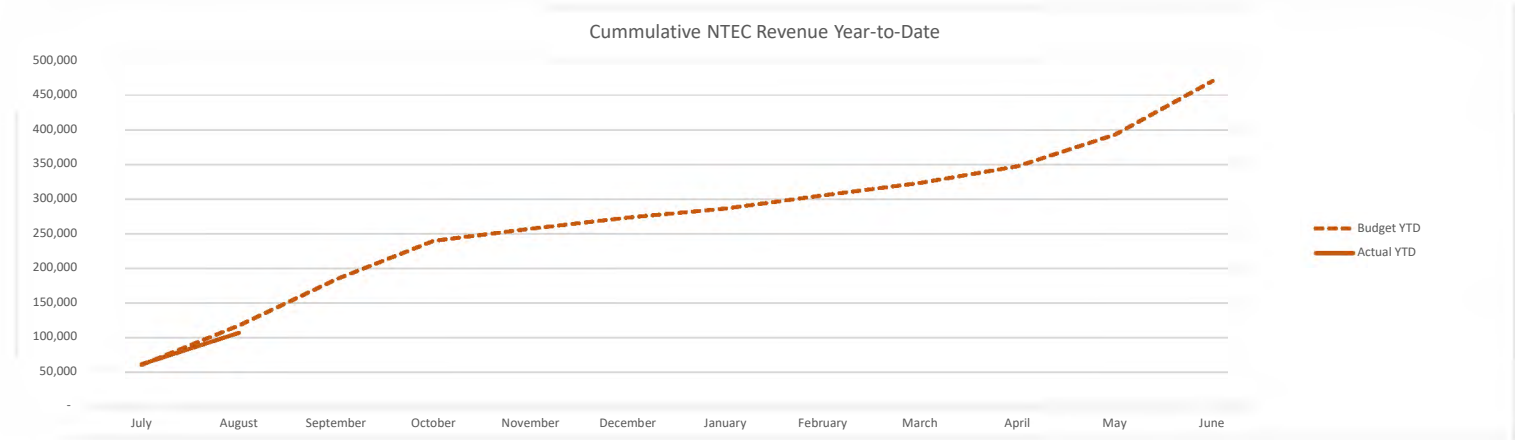
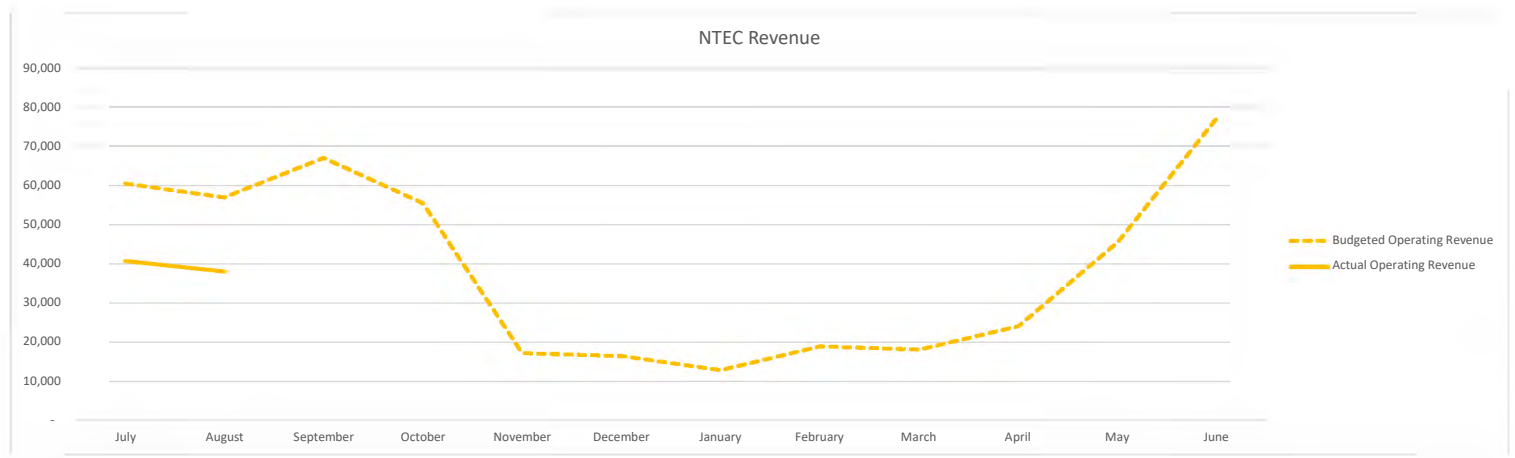
Statement of Revenues and Expenses
For the Period Ended August 31, 2023

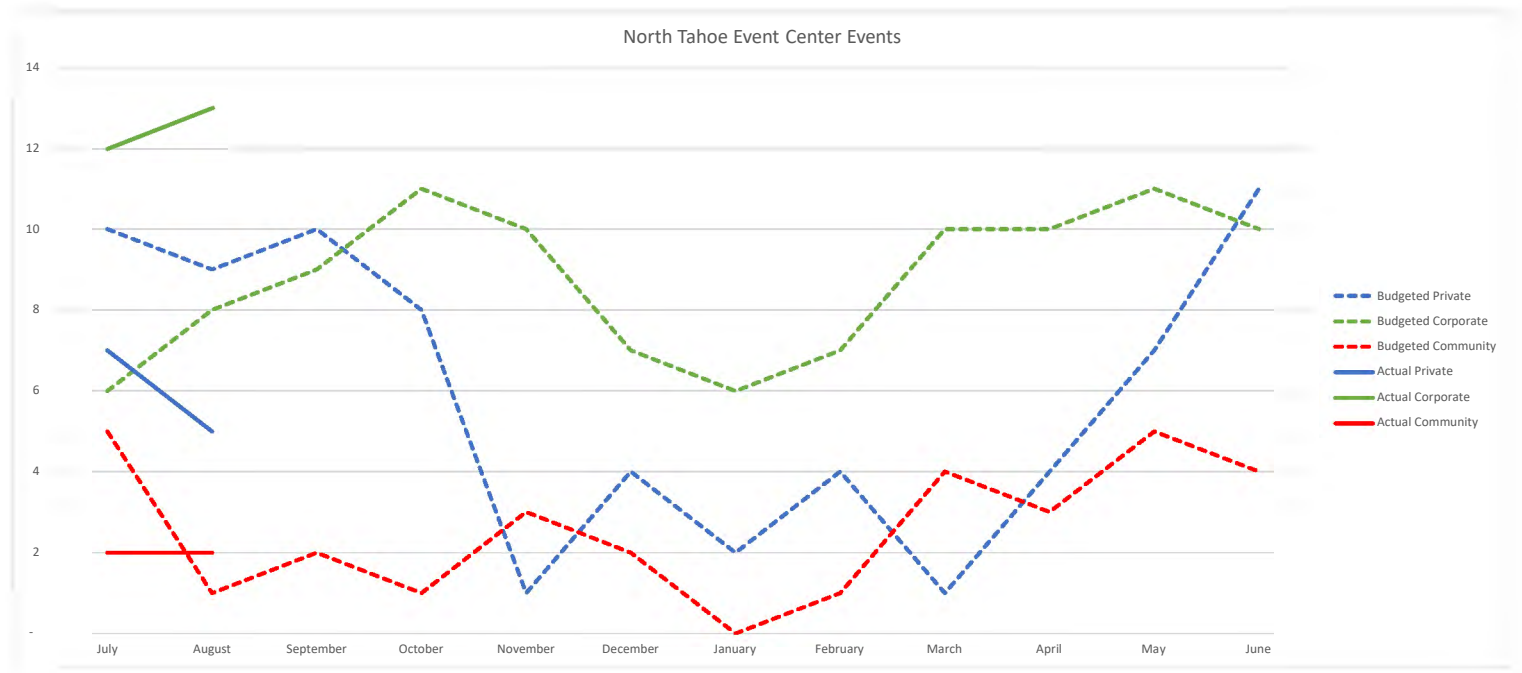
Income Statement	Month-To-Date					Year-To-Date					Prior
	Actual	Budget	Variance	% Variance		Actual	Budget	Variance	% Variance		YTD
Operations											
Operating Revenue	\$ 39,528	\$ 55,175	\$ (15,647)	-28.4%		\$ 97,933	\$ 114,362	\$ (16,429)	-14.4%		\$ 133,398
Internal Revenue	6,020	1,783	4,237	237.6%		8,901	3,066	5,835	190.3%		2,053
Total Operating Revenue	\$ 45,548	\$ 56,958	\$ (11,410)	-20.0%		\$ 106,834	\$ 117,428	\$ (10,594)	-9.0%		\$ 135,451
Salaries and Wages	\$ (31,917)	\$ (36,501)	\$ 4,584	12.6%		\$ (68,831)	\$ (69,910)	\$ 1,079	1.5%		\$ (50,206)
Employee Benefits	(15,466)	(16,505)	1,039	6.3%		(32,249)	(31,517)	(732)	-2.3%		(22,883)
Outside Services/Contractual	(350)	(1,291)	941	72.9%		(645)	(2,132)	1,487	69.7%		(1,136)
Utilities	(4,684)	(2,380)	(2,304)	-96.8%		(12,120)	(9,124)	(2,996)	-32.8%		(9,477)
Other Operating Expenses	(7,648)	(16,461)	8,813	53.5%		(17,947)	(35,421)	17,474	49.3%		(28,624)
Insurance	-	-	-	0.0%		-	-	-	0.0%		-
Internal Expense	(1,771)	(1,723)	(48)	-2.8%		(3,522)	(3,446)	(76)	-2.2%		(3,275)
Debt Service	-	-	-	0.0%		-	-	-	0.0%		-
Depreciation	-	-	-	0.0%		-	-	-	0.0%		-
Total Operating Expense	\$ (61,836)	\$ (74,861)	\$ 13,025	17.4%		\$ (135,314)	\$ (151,550)	\$ 16,236	10.7%		\$ (115,601)
Operating Contribution	\$ (16,288)	\$ (17,903)	\$ 1,615	9.0%		\$ (28,480)	\$ (34,122)	\$ 5,642	16.5%		\$ 19,850
Allocation of Base	\$ -	\$ -	\$ -	0.0%		\$ -	\$ -	\$ -	0.0%		\$ -
Allocation of Fleet	-	-	-	0.0%		-	-	-	0.0%		-
Allocation of General & Administrative	-	-	-	0.0%		-	-	-	0.0%		-
Operating Income(Loss)	\$ (16,288)	\$ (17,903)	\$ 1,615	9.0%		\$ (28,480)	\$ (34,122)	\$ 5,642	16.5%		\$ 19,850
Non-Operations	-	-	-								
Property Tax Revenue	\$ -	\$ -	\$ -	0.0%		\$ -	\$ -	\$ -	0.0%		\$ -
Community Facilities District (CFD 94-1)	-	-	-	0.0%		-	-	-	0.0%		-
Grant Revenue	-	-	-	0.0%		-	-	-	0.0%		-
Interest	-	-	-	0.0%		-	-	-	0.0%		-
Other Non-Op Revenue	-	-	-	0.0%		-	-	-	0.0%		-
Capital Contribution	-	-	-	0.0%		-	-	-	0.0%		-
Other Non-Op Expenses	-	-	-	0.0%		-	-	-	0.0%		-
Income(Loss)	\$ (16,288)	\$ (17,903)	\$ 1,615	9.0%		\$ (28,480)	\$ (34,122)	\$ 5,642	16.5%		\$ 19,850
Additional Funding Sources											
Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%		\$ -	\$ -	\$ -	0.0%		\$ -
Transfers	-	-	-	0.0%		-	-	-	0.0%		-
Balance	\$ (16,288)	\$ (17,903)	\$ 1,615	9.0%		\$ (28,480)	\$ (34,122)	\$ 5,642	16.5%		\$ 19,850

North Tahoe Event Center

FY 2023-24

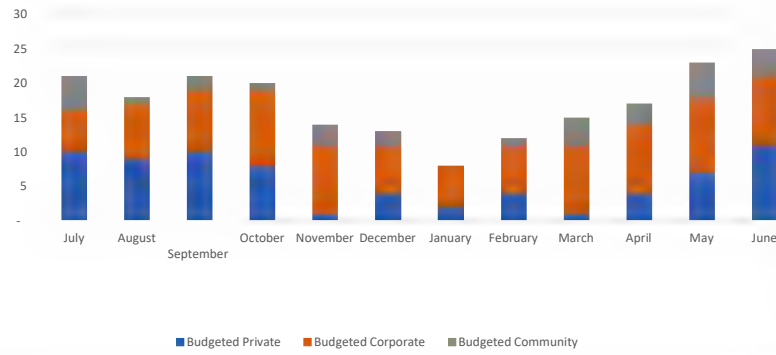
	July	August	September	October	November	December	January	February	March	April	May	June	Total
Revenue													
Private	45,600	39,300	45,600	35,900	2,100	8,400	4,200	8,400	2,100	8,400	19,300	49,000	268,300
Corporate	3,620	8,452	9,557	10,171	10,154	4,598	7,912	7,998	10,154	10,654	12,839	12,264	108,373
Community	3,150	1,106	2,213	1,106	2,656	1,771	-	885	3,542	2,656	4,427	4,426	27,938
Budgeted Total Room Rent	52,370	48,858	57,370	47,177	14,910	14,769	12,112	17,283	15,796	21,710	36,566	65,690	404,611
Program Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Ancillary Revenue	8,100	8,100	9,600	8,250	2,350	1,750	750	1,680	2,300	2,380	9,000	11,500	65,760
Budgeted Operating Revenue	60,470	56,958	66,970	55,427	17,260	16,519	12,862	18,963	18,096	24,090	45,566	77,190	470,371
Private	33,455	22,221	-	-	-	-	-	-	-	-	-	-	55,676
Corporate	7,277	11,932	-	-	-	-	-	-	-	-	-	-	19,209
Community	-	3,825	-	-	-	-	-	-	-	-	-	-	3,825
Actual Total Room Rent	40,732	37,978	-	-	-	-	-	-	-	-	-	-	78,710
Program Revenue	-	196	-	-	-	-	-	-	-	-	-	-	196
Ancillary Revenue	20,554	7,374	-	-	-	-	-	-	-	-	-	-	27,928
Actual Operating Revenue	61,286	45,548	-	-	-	-	-	-	-	-	-	-	106,834
Variance to Budget	816	(11,410)	(66,970)	(55,427)	(17,260)	(16,519)	(12,862)	(18,963)	(18,096)	(24,090)	(45,566)	(77,190)	(363,537)
# Events													
Budgeted Private	10	9	10	8	1	4	2	4	1	4	7	11	71
Budgeted Corporate	6	8	9	11	10	7	6	7	10	10	11	10	105
Budgeted Community	5	1	2	1	3	2	-	1	4	3	5	4	31
	21	18	21	20	14	13	8	12	15	17	23	25	207
Actual Private	7	5	-	-	-	-	-	-	-	-	-	-	12
Actual Corporate	12	13	-	-	-	-	-	-	-	-	-	-	25
Actual Community	2	2	-	-	-	-	-	-	-	-	-	-	4
	21	20	-	-	-	-	-	-	-	-	-	-	41



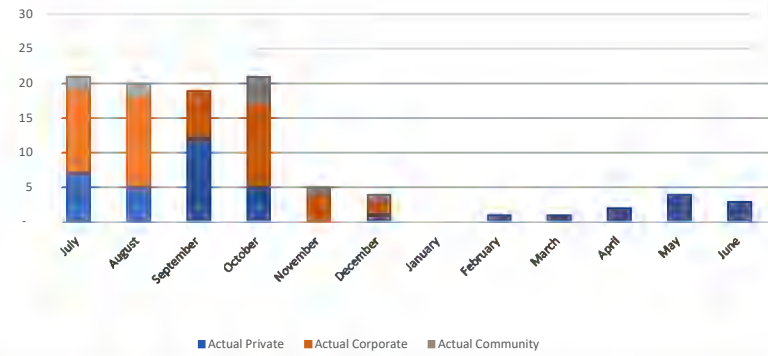


* Program & Recreation events reporting to be forthcoming

Budgeted Number of Events



Actual & Reserved Number of Events





Fleet & Equipment Support
Statement of Revenues and Expenses
For the Period Ended August 31, 2023

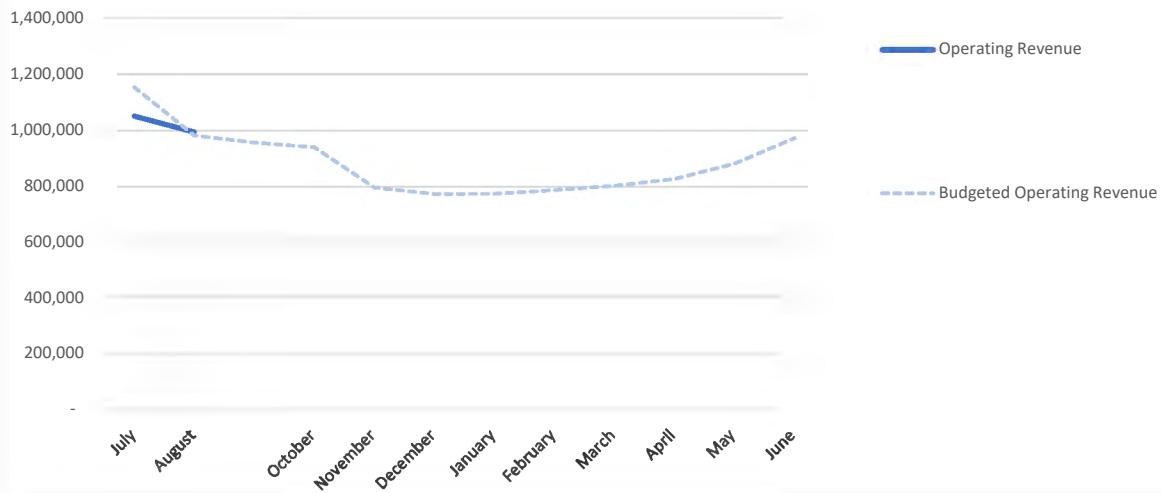
Income Statement	Month-To-Date				Year-To-Date				Prior
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	YTD
Operations									
Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
Internal Revenue	-	-	-	0.0%	-	-	-	0.0%	-
Total Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
Salaries and Wages	\$ (10,514)	\$ (9,787)	\$ (727)	-7.4%	\$ (22,530)	\$ (18,677)	\$ (3,853)	-20.6%	\$ (26,476)
Employee Benefits	(6,220)	(5,506)	(714)	-13.0%	(12,478)	(10,507)	(1,971)	-18.8%	(13,719)
Outside Services/Contractual	(76)	(275)	199	72.4%	(150)	(425)	275	64.7%	(455)
Utilities	(691)	(376)	(315)	-83.8%	(1,290)	(774)	(516)	-66.7%	(660)
Other Operating Expenses	(16,036)	(14,050)	(1,986)	-14.1%	(26,997)	(29,550)	2,553	8.6%	(39,903)
Insurance	(5,436)	(4,942)	(494)	-10.0%	(10,872)	(9,884)	(988)	-10.0%	(10,148)
Internal Expense	(143)	(137)	(6)	-4.4%	(288)	(274)	(14)	-5.1%	(269)
Debt Service	-	-	-	0.0%	-	-	-	0.0%	-
Depreciation	(9,365)	(14,308)	4,943	34.5%	(18,731)	(28,616)	9,885	34.5%	(25,701)
Total Operating Expense	\$ (48,481)	\$ (49,381)	\$ 900	1.8%	\$ (93,336)	\$ (98,707)	\$ 5,371	5.4%	\$ (117,331)
Operating Contribution	\$ (48,481)	\$ (49,381)	\$ 900	1.8%	\$ (93,336)	\$ (98,707)	\$ 5,371	5.4%	\$ (117,331)
Allocation of Base	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
Allocation of Fleet	59,273	59,273	-	0.0%	118,546	118,546	-	0.0%	116,888
Allocation of General & Administrative	-	-	-	0.0%	-	-	-	0.0%	-
Operating Income(Loss)	\$ 10,792	\$ 9,892	\$ 900	9.1%	\$ 25,210	\$ 19,839	\$ 5,371	27.1%	\$ (443)
Non-Operations									
Property Tax Revenue	\$ 35,417	\$ 35,417	\$ -	0.0%	\$ 70,833	\$ 70,833	\$ -	0.0%	\$ -
Community Facilities District (CFD 94-1)	-	-	-	0.0%	-	-	-	0.0%	-
Grant Revenue	-	-	-	0.0%	-	-	-	0.0%	-
Interest	-	-	-	0.0%	-	-	-	0.0%	-
Other Non-Op Revenue	-	-	-	0.0%	-	-	-	0.0%	-
Capital Contribution	-	-	-	0.0%	-	-	-	0.0%	-
Other Non-Op Expenses	-	-	-	0.0%	-	-	-	0.0%	-
Income(Loss)	\$ 46,209	\$ 45,309	\$ 900	2.0%	\$ 96,043	\$ 90,672	\$ 5,371	5.9%	\$ (443)
Additional Funding Sources									
Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
Transfers	-	-	-	0.0%	-	-	-	0.0%	-
Balance	\$ 46,209	\$ 45,309	\$ 900	2.0%	\$ 96,043	\$ 90,672	\$ 5,371	5.9%	\$ (443)
Earnings Before Interest, Depreciation & Amortization	\$ 55,574	\$ 59,617	\$ (4,043)	-6.8%	\$ 114,774	\$ 119,288	\$ (4,514)	-3.8%	\$ 25,258



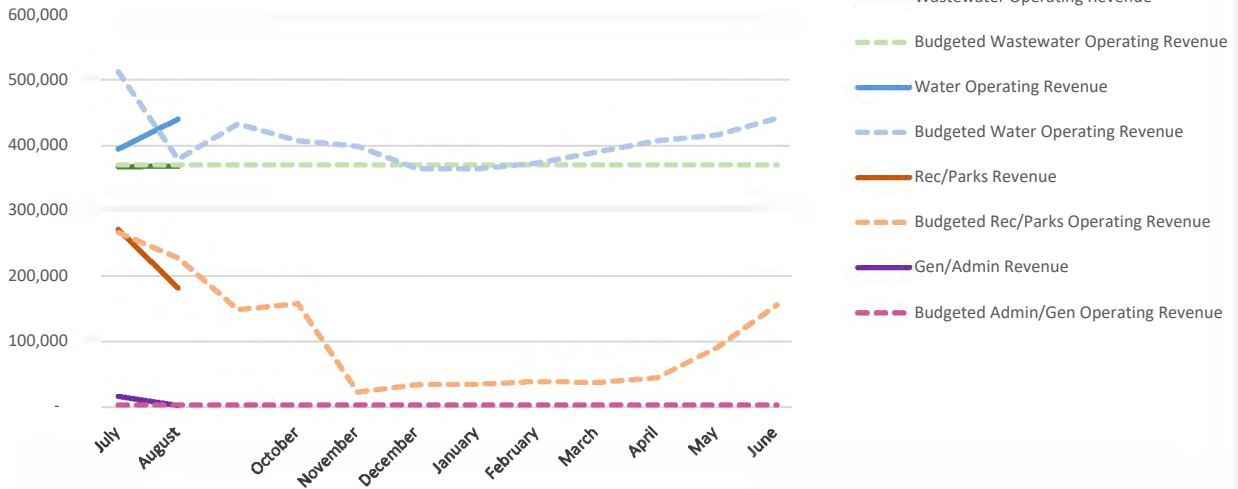
**General & Administrative Support
Statement of Revenues and Expenses
For the Period Ended August 31, 2023**

Income Statement	Month-To-Date				Year-To-Date				Prior
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	YTD
Operations									
Operating Revenue	\$ 2,621	\$ 3,367	\$ (746)	-22.2%	\$ 19,032	\$ 6,733	\$ 12,299	182.7%	\$ 5,714
Internal Revenue	-	-	-	0.0%	-	-	-	0.0%	-
Total Operating Revenue	\$ 2,621	\$ 3,367	\$ (746)	-22.2%	\$ 19,032	\$ 6,733	\$ 12,299	182.7%	\$ 5,714
Salaries and Wages	\$ (195,035)	\$ (197,627)	\$ 2,592	1.3%	\$ (415,848)	\$ (374,484)	\$ (41,364)	-11.0%	\$ (389,374)
Employee Benefits	(70,903)	(88,912)	18,009	20.3%	(139,624)	(182,412)	42,788	23.5%	(141,207)
Outside Services/Contractual	(24,489)	(86,892)	62,403	71.8%	(124,314)	(191,565)	67,251	35.1%	(120,140)
Utilities	(8,262)	(8,527)	265	3.1%	(18,809)	(19,545)	736	3.8%	(15,636)
Other Operating Expenses	(30,102)	(35,498)	5,396	15.2%	(50,580)	(132,860)	82,280	61.9%	(47,718)
Insurance	(7,025)	(7,108)	83	1.2%	(14,050)	(14,216)	166	1.2%	(10,210)
Internal Expense	(7,121)	(2,864)	(4,257)	-148.6%	(9,997)	(5,229)	(4,768)	-91.2%	(4,122)
Debt Service	-	-	-	0.0%	-	-	-	0.0%	-
Depreciation	(3,193)	(2,781)	(412)	-14.8%	(6,385)	(5,562)	(823)	-14.8%	(3,009)
Total Operating Expense	\$ (346,130)	\$ (430,209)	\$ 84,079	19.5%	\$ (779,607)	\$ (925,873)	\$ 146,266	15.8%	\$ (731,416)
Operating Contribution	\$ (343,509)	\$ (426,842)	\$ 83,333	19.5%	\$ (760,575)	\$ (919,140)	\$ 158,565	17.3%	\$ (725,702)
Allocation of Base	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
Allocation of Fleet	-	-	-	0.0%	-	-	-	0.0%	-
Allocation of General & Administrative	-	-	-	0.0%	-	-	-	0.0%	-
Operating Income(Loss)	\$ (343,509)	\$ (426,842)	\$ 83,333	19.5%	\$ (760,575)	\$ (919,140)	\$ 158,565	17.3%	\$ (725,702)
Non-Operations									
Property Tax Revenue	\$ 127,083	\$ 127,083	\$ -	0.0%	\$ 254,167	\$ 254,167	\$ -	0.0%	\$ (64,167)
Community Facilities District (CFD 94-1)	-	-	-	0.0%	-	-	-	0.0%	-
Grant Revenue	-	-	-	0.0%	-	-	-	0.0%	-
Interest	7,569	3,750	3,819	101.8%	7,569	7,500	69	0.9%	1,324
Other Non-Op Revenue	-	-	-	0.0%	-	-	-	0.0%	-
Capital Contribution	-	-	-	0.0%	-	-	-	0.0%	-
Other Non-Op Expenses	(8,333)	(8,333)	-	0.0%	(16,667)	(16,667)	-	0.0%	(16,333)
Income(Loss)	\$ (217,190)	\$ (304,342)	\$ 87,152	28.6%	\$ (515,506)	\$ (674,140)	\$ 158,634	23.5%	\$ (804,878)
Additional Funding Sources									
Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
Transfers	-	-	-	0.0%	-	-	-	0.0%	-
Balance	\$ (217,190)	\$ (304,342)	\$ 87,152	28.6%	\$ (515,506)	\$ (674,140)	\$ 158,634	23.5%	\$ (804,878)
Earnings Before Interest, Depreciation & Amortization	\$ (213,997)	\$ (301,561)	\$ 87,564	29.0%	\$ (509,121)	\$ (668,578)	\$ 159,457	23.9%	\$ (801,869)

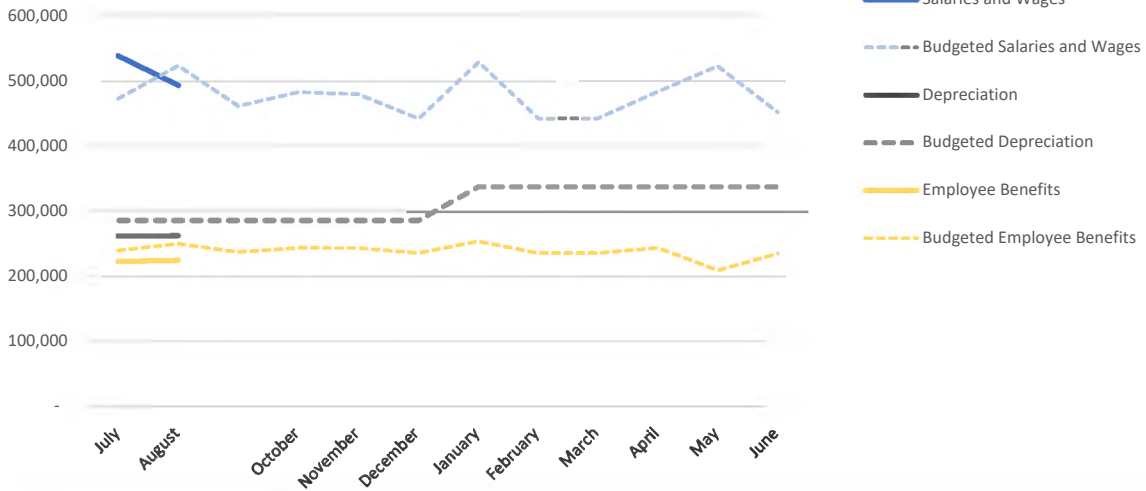
Operating Revenues Year to Date



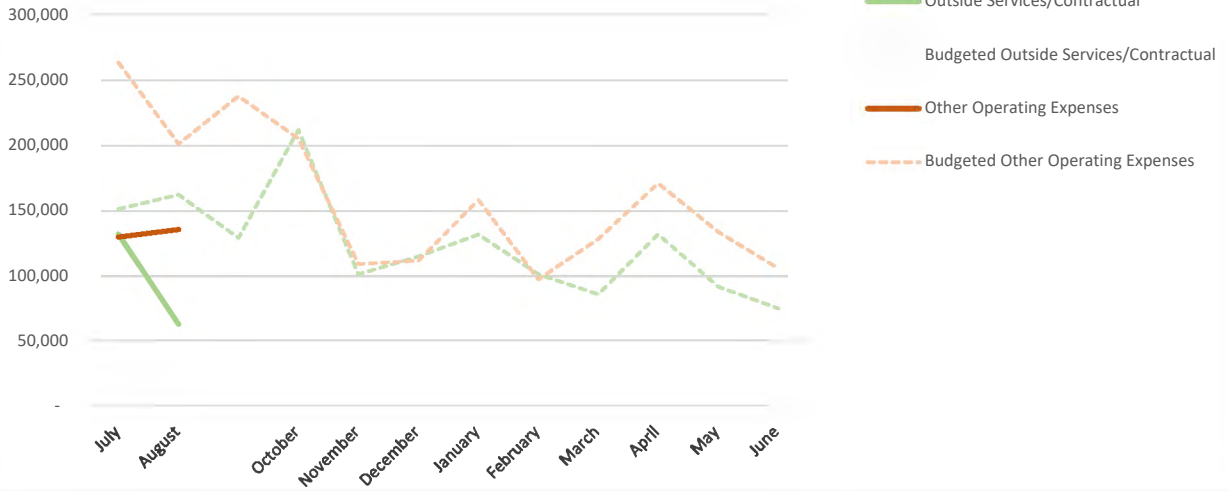
Enterprise Operating Revenues Year to Date



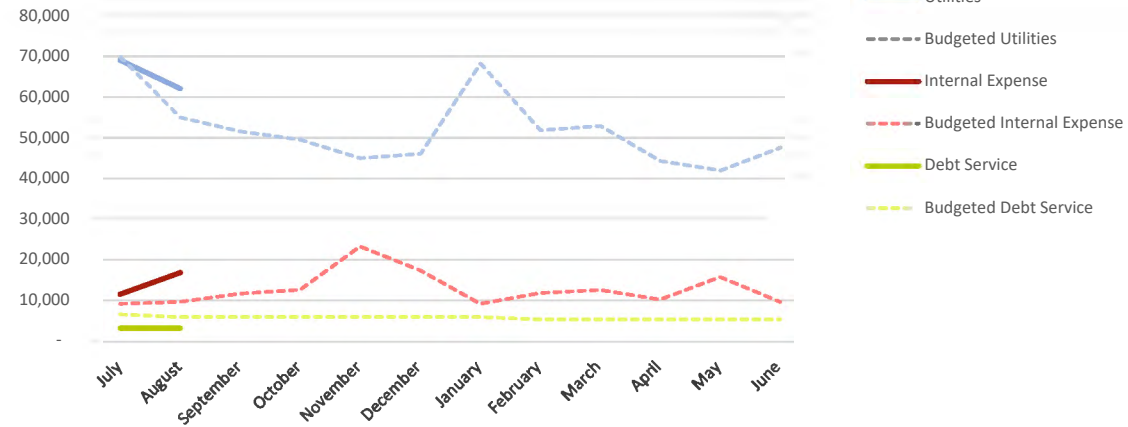
Expenses Year to Date



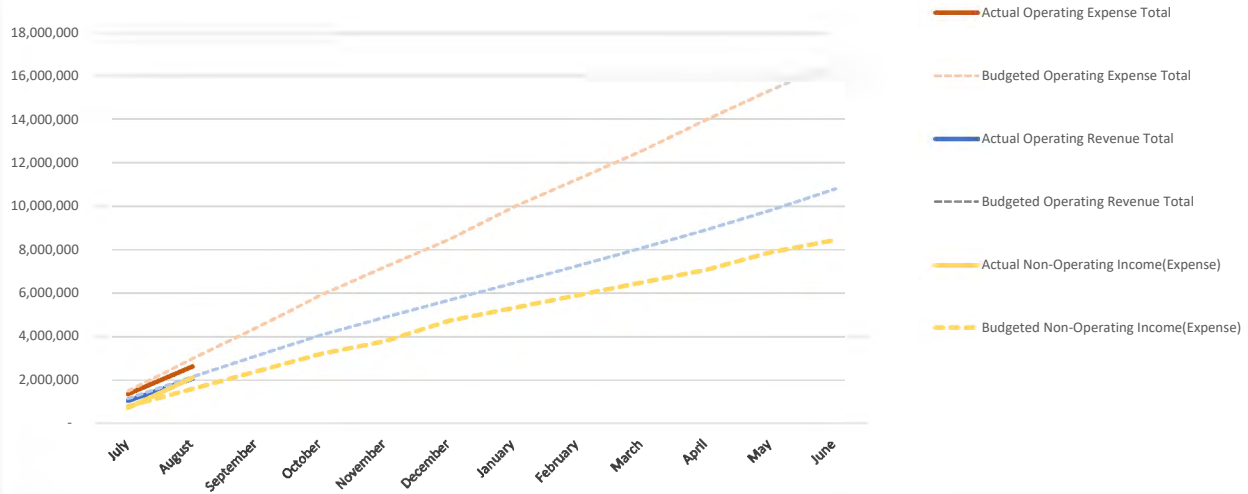
Expenses Year to Date



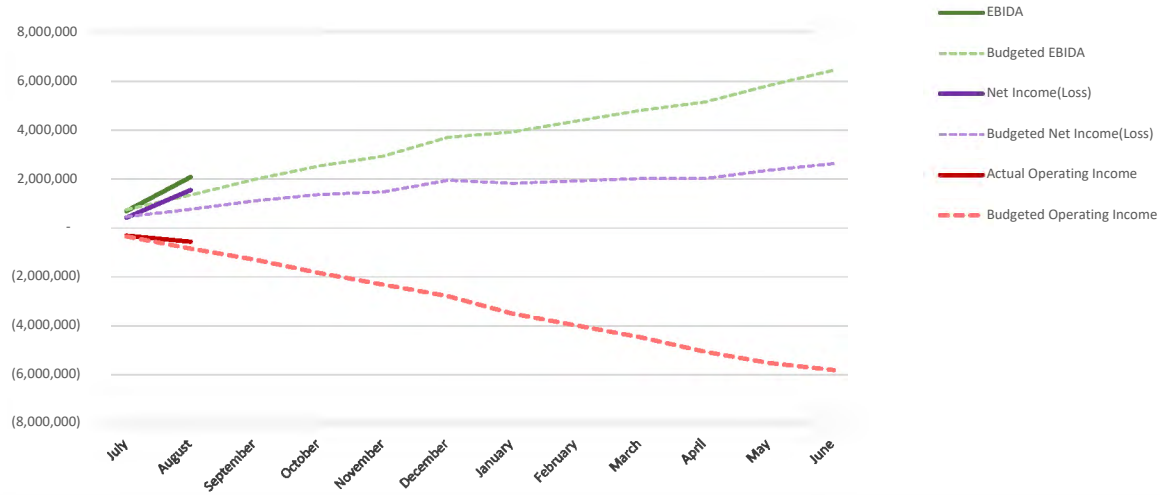
Expenses Year to Date



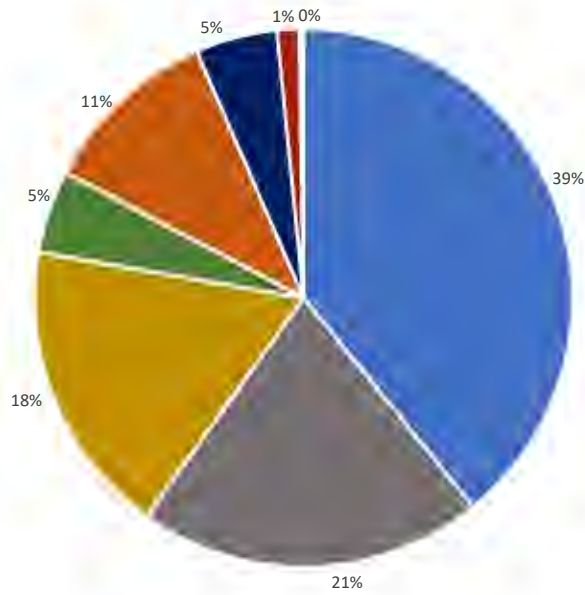
Revenues & Expenses Year to Date



Income & EBIDA Year to Date

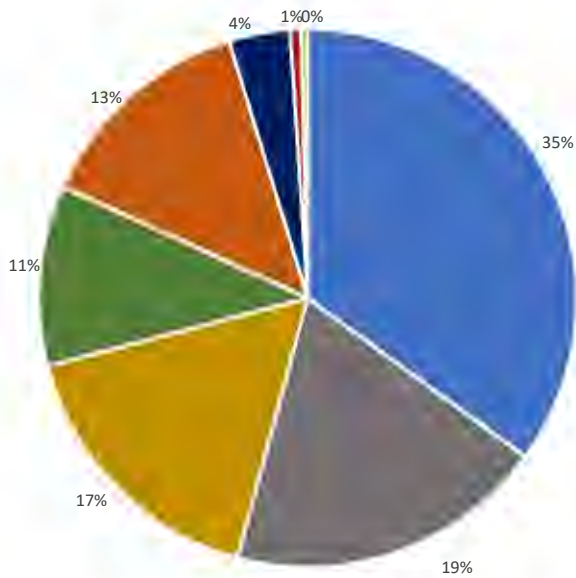


Actual August



- Salaries and Wages
- Depreciation
- Employee Benefits
- Outside Services/Contractual
- Other Operating Expenses
- Utilities
- Internal Expense
- Debt Service

Budgeted August



- Budgeted Salaries and Wages
- Budgeted Depreciation
- Budgeted Employee Benefits
- Budgeted Outside Services/Contractual
- Budgeted Other Operating Expenses
- Budgeted Utilities
- Budgeted Internal Expense
- Budgeted Debt Service

Capital Outlay

Projects In Process
For the Period Ended August 31, 2023

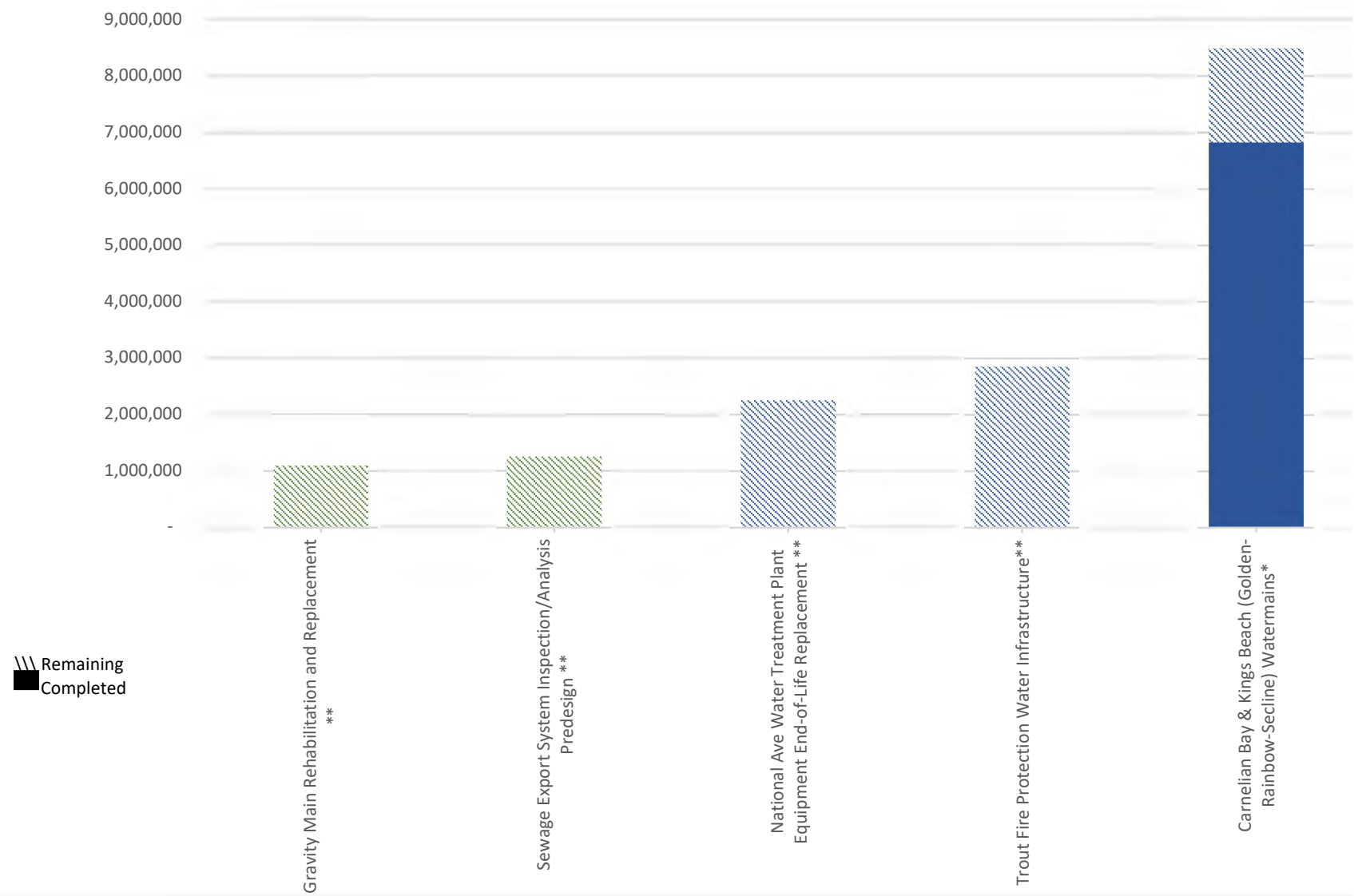
Projects In Process												
For the Period Ended August 31, 2023												
Project Number	Project Description	2024 Adopted Budget	Prior Year Open Project Rollforward	Budget Adjustment	Total Available Budget	Year To Date			Return to Reserves	C = Complete	G = Grant Funded	Grant Amount
						Actual	Encumbered	(Over) Under Budget				
Administration & Base												
2401-0000	Base Administration Building Improvements	\$ 25,000	\$ -	\$ -	25,000	\$ -	\$ -	\$ 25,000				
2402-0000	Operations Office Reconfiguration	50,000	-	-	50,000	-	30,167	19,833				
2151-0000	Master Plan: Corporation Yard Layout	200,000	-	-	200,000	-	-	200,000				
2403-0000	Administration Building Roof Improvements **	40,000	-	-	40,000	316	-	39,684				
2405-0000	Base Facility Detention Pond Fencing	25,000	-	-	25,000	667	-	24,333				
2406-0000	Pavement Maintenance Plan - Engineering	60,000	-	-	60,000	822	15,310	43,868				
2450-0011	Pavement Maintenance - Slurry Seal	30,000	-	-	30,000	-	37,176	(7,176)				
2407-0000	Electric Vehicle Charging Station	30,000	-	-	30,000	-	-	30,000				
2415-0000	Server and Network Equipment Replacement	50,000	-	-	50,000	-	-	50,000				
Total Administration Purchases		\$ 510,000	\$ -	\$ -	\$ 510,000	\$ 1,805	\$ 82,653	\$ 425,542	\$ -			
Fleet												
2320-0000	#78 Air Compressor*	\$ 15,000	\$ 26,000	\$ -	\$ 41,000	\$ -	\$ 35,575	\$ 5,425				
2420-0000	Pavement Saw Slurry Vacuum	15,000	-	-	15,000	-	11,890	3,110				
2422-0000	Snow Removal MultiPurpose Tractor	200,000	-	-	200,000	-	-	200,000				
2423-0000	Mid-Size Loader	325,000	-	-	325,000	-	264,930	60,070				
2430-0000	Truck: 3/4 ton 2500HD 4x4 GMC Sierra	75,000	-	-	75,000	-	61,445	13,555				
2431-0000	Truck: 3/4 ton 2500HD 4x4 GMC Sierra	75,000	-	-	75,000	-	61,445	13,555				
2432-0000	Truck: 3/4 ton 2500HD 4x4 GMC Sierra	75,000	-	-	75,000	-	61,445	13,555				
2433-0000	Truck: 3/4 ton 2500HD 4x4 GMC Sierra	75,000	-	-	75,000	-	61,445	13,555				
2434-0000	Truck: 3/4 ton 2500HD 4x4 GMC Sierra	75,000	-	-	75,000	-	61,445	13,555				
2435-0000	Truck: 3/4 ton 2500HD 4x4 GMC Sierra	75,000	-	-	75,000	-	61,445	13,555				
Total Fleet Purchases		\$ 1,005,000	\$ 26,000	\$ -	\$ 1,031,000	\$ -	\$ 681,064	\$ 349,936	\$ -			
Wastewater												
Packaged Satellite Sewer Pump Station Improvements Project S-1, S-2, N-2, D-2, D-5, S-3*												
2244-0000		\$ -	\$ 949,165	\$ -	\$ 949,165	\$ 213,182	\$ 730,830	\$ 5,153				
2440-0000	Lower Lateral CIPP Rehabilitation	70,000	-	-	70,000	-	-	70,000				
2441-0000	Sewer Force Main Improvements	70,000	-	-	70,000	-	-	70,000				
2442-0000	Lower Lateral Replacement	70,000	-	-	70,000	-	-	70,000				
2443-0000	Sewer Collection System Improvements	70,000	-	-	70,000	17,449	37,352	15,199				
2444-0000	Gravity Main Rehabilitation and Replacement **	100,000	-	-	100,000	-	-	100,000				
2445-0000	Sewage Export System Inspection/Analysis Predesign **	150,000	-	-	150,000	-	-	150,000				
2446-0000	Satellite PS Rehabilitation Design	200,000	-	-	200,000	3,531	58,095	138,374				
2447-0000	N-3, C-2, D-4 Satellite PS Improvements Project**	50,000	-	-	50,000	-	-	50,000				
2448-0000	Easement Clearing (location TBD)	65,000	-	-	65,000	-	-	65,000				
2449-0000	SCADA Infrastructure Improvements	120,000	-	-	120,000	-	-	120,000				
2451-0000	CCTV Push Camera	20,000	-	-	20,000	-	-	20,000				
2452-0000	Sewage Pump Station Improvements	25,000	-	-	25,000	-	-	25,000				
2450-0021	Pavement Maintenance - Slurry Seal	20,000	-	-	20,000	-	16,740	3,260				
Total Wastewater Purchases		\$ 1,030,000	\$ 949,165	\$ -	\$ 1,979,165	\$ 234,162	\$ 843,017	\$ 901,987	\$ -			

Capital Outlay

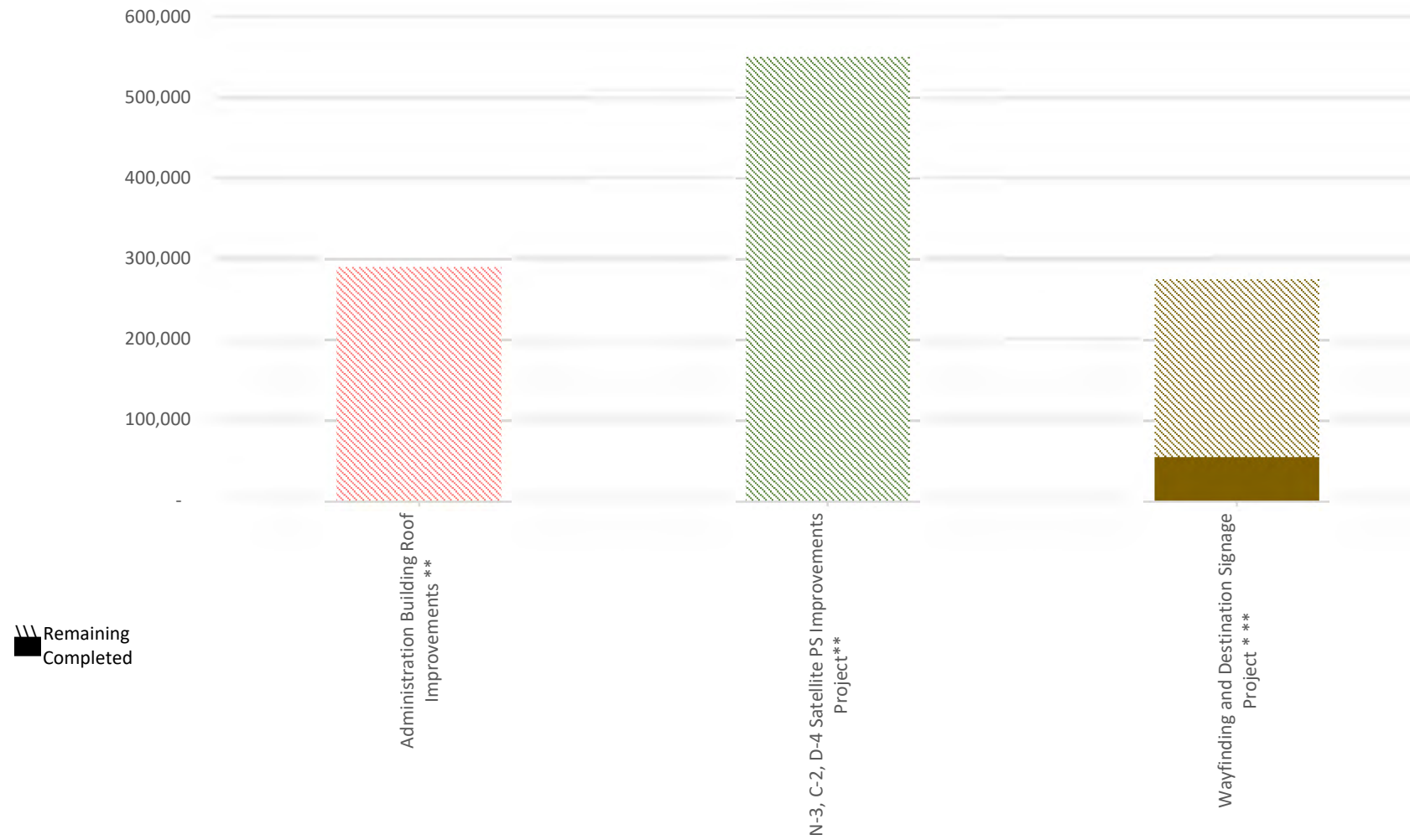
Projects In Process
For the Period Ended August 31, 2023

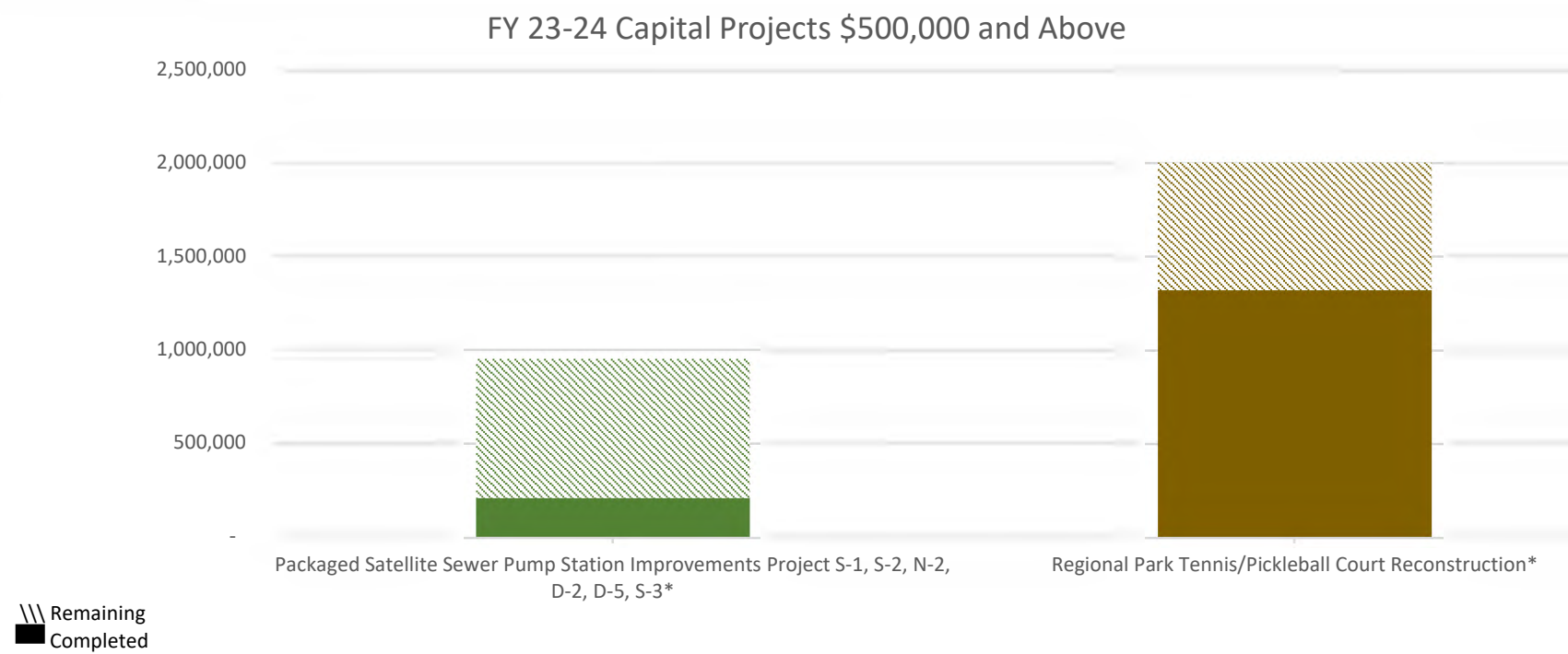
Project Number	Project Description	2024 Adopted Budget	Prior Year Open Project Rollforward	Budget Adjustment	Total Available Budget	Year To Date			Return to Reserves	C = Complete	G = Grant Funded	Grant Amount
						Actual	Encumbered	(Over) Under Budget				
	Water											
2260-0000	Cybersecurity Assessment and Implementation Phase I*	\$ -	\$ 137,380	\$ -	\$ 137,380	\$ -	\$ 133,436	\$ 3,944				
2361-0000	Brockway Vista at North Lake at Speed Boat Watermain*	-	12,059	-	12,059	-	-	12,059				
2362-0000	National Ave Water Treatment Plant Programmable Logical Carnelian Bay & Kings Beach (Golden-Rainbow-Secline)	-	30,860	-	30,860	-	30,860	-				
2264-0000	Watermains*	2,466,000	1,341	-	2,467,341	809,636	1,504,435	153,269				
2460-0000	Dollar Cove SR28 Watermain Crossing	250,000	-	-	250,000	-	-	250,000				
	National Ave Water Treatment Plant Equipment End-of-Life Replacement **	150,000	-	-	150,000	-	-	150,000				
2465-0000	Trout Fire Protection Water Infrastructure**	50,000	-	-	50,000	861	-	49,139				
2470-0000	Water PS Mechanical and Electrical Improvements	70,000	-	-	70,000	-	-	70,000				
2471-0000	Water Facility Improvements	70,000	-	-	70,000	-	23,400	46,600				
2450-0031	Pavement Maintenance - Slurry Seal	25,000	-	-	25,000	-	20,088	4,912				
2461-0000	Carnelian Woods Service Lateral and Meter Replacement	125,000	-	-	125,000	4,449	135,799	(15,248)				
2462-0000	Smart Metering Infrastructure Improvements	20,000	-	-	20,000	-	-	20,000				
	Total Water Purchases	\$ 3,226,000	\$ 181,640	\$ -	\$ 3,407,640	\$ 814,947	\$ 1,848,018	\$ 744,675	\$ -			
	Recreation and Parks											
2481-0000	Joint Needs Analysis - NTPUD/TCPUD Phase III	\$ 100,000	\$ -		\$ 100,000	\$ 8,154	\$ 75,178	\$ 16,668		#	\$	50,000
1623-0000	Wayfinding Sign	-	11,941	-	11,941	6,500	5,807	(366)		G		13,169
2040-PLC	Wayfinding and Destination Signage Project * **	50,000	19,894	-	69,894	-	26,889	43,006		G		69,894
2280-WEBC	TVRA Marian Trail Webcam Completion	-	-		-		17,815	(17,815)				
2284-0000	NTEC Architectural Planning Study *	78,185	(38,624)	-	39,561	7,622	-	31,939				
2392-0000	Regional Park Tennis/Pickleball Court Reconstruction*	2,792,715	(791,815)	-	2,000,900	1,321,634	454,420	224,846		G		750,000
2192-0000	NTEC Emergency Generator*	275,000	11,176	-	286,176	2,422	19,162	264,592		G		188,406
2490-0000	NTEC - Furnishings, Fixtures and Building Improvements	75,000	-	-	75,000	1,144	-	73,856				
2482-0000	Park Facility Improvements	60,000	-	-	60,000	1,256	14,820	43,924				
2281-0000/1PLC	Regional Park Pam Emmerich Pine Drop Trailhead Project*	430,000	(47,566)	-	382,434	277,973	82,118	22,343		G		241,901
2450-0043	Pavement Maintenance - Slurry Seal	30,000	-	-	30,000	-	26,996	3,004				
2484-0000	NTRP Multi-Purpose Trail Connection (Design)	30,000	-	-	30,000	-	-	30,000				
2485-0000	Electric Vehicle Charging Station	30,000	-	-	30,000	-	-	30,000				
	Total Recreation and Parks Purchases	\$ 3,950,900	\$ (834,994)	\$ -	\$ 3,115,906	\$ 1,626,704	\$ 723,205	\$ 765,997	\$ -			
*	Project carry-over from Prior Year											
**	Multi-year encumbrance - on 5 year CIP											
#	Non-grant cost reimbursement											
	Administration & Base	\$ 510,000	\$ -	\$ -	\$ 510,000	\$ 1,805	\$ 82,653	\$ 425,542	\$ -			
	Fleet	1,005,000	26,000	-	1,031,000	-	681,064	349,936	-			
	Wastewater	1,030,000	949,165	-	1,979,165	234,162	843,017	901,987	-			
	Water	3,226,000	181,640	-	3,407,640	814,947	1,848,018	744,675	-			
	Recreation and Parks	3,950,900	(834,994)	-	3,115,906	1,626,704	723,205	765,997	-			
	Total Capital Expenditures	\$ 9,721,900	\$ 321,811	\$ -	\$ 10,043,711	\$ 2,677,618	\$ 4,177,958	\$ 3,188,135	\$ -			

Multi-Year Capital Projects \$1M and Above



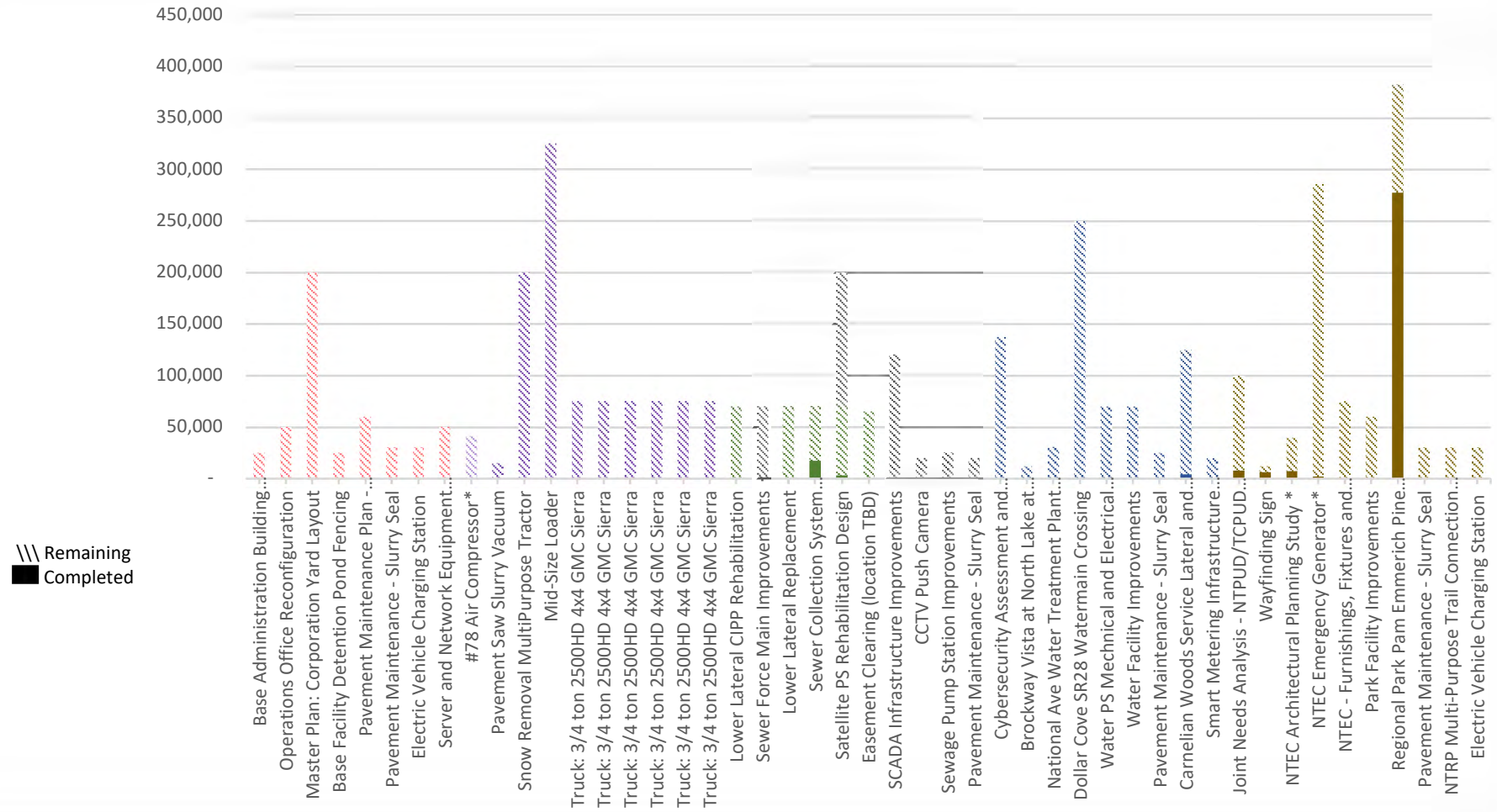
Multi-Year Capital Projects under \$1M



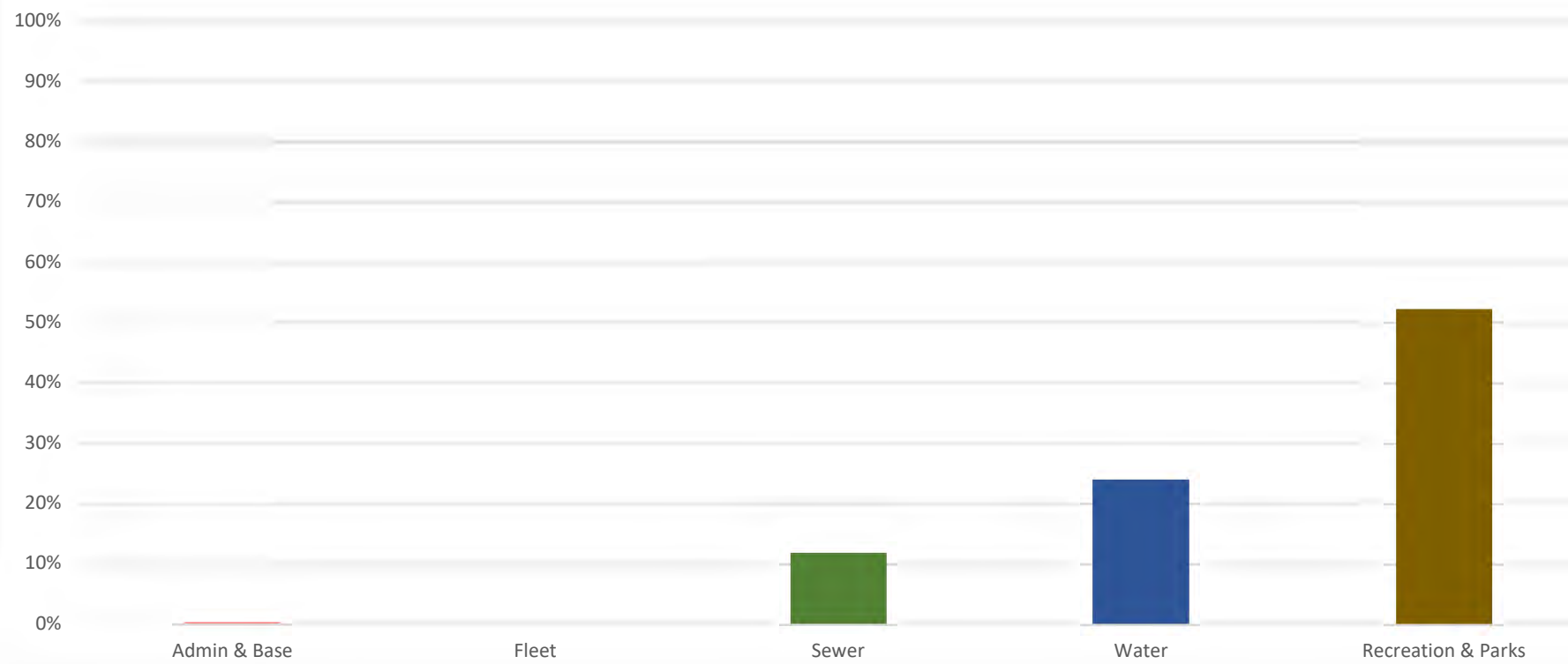


** Multi-year encumbrance

FY 23-24 Capital Projects under \$500,000



Capital Projects Expended by Enterprise as % of Current Year Budget for Enterprise





Consolidated Balance Sheet
For the Period Ended August 31, 2023

	Current Month	Prior Month	FYE 2023
ASSETS			
Current Assets			
Cash & Cash Equivalents	\$ 8,022,718	\$ 9,624,095	\$ 12,457,350
Investments	1,302,518	902,842	902,842
Due (To)/From Other Fund	-	-	-
Accounts Receivable	2,420,933	1,013,298	259,632
Inventory	168,443	168,443	168,443
Deposits and Prepaid Expenses	405,474	755,757	624,855
Total Current Assets	\$ 12,320,085	\$ 12,464,435	\$ 14,413,122
Restricted Assets			
Cash & Cash Equivalents	\$ 420,019	\$ 407,278	\$ 407,278
Accounts Receivable	1,606,326	835,377	679,277
Deposits and Prepaid Expenses	-	-	-
Total Restricted Assets	\$ 2,026,345	\$ 1,242,654	\$ 1,086,554
Non-Current Assets			
Property, Plant & Equipment			
Work in Process	\$ 12,089,723	\$ 9,976,951	\$ 9,463,304
Land	7,123,368	7,123,368	7,123,368
Property Rights	15,237	15,237	15,237
Buildings and Improvements	27,933,046	27,878,345	27,878,345
Vehicles and Equipment	8,164,962	8,164,962	8,164,962
Furniture and Office Equipment	1,937,233	1,937,233	1,937,233
Water System	39,147,924	39,147,924	39,147,924
Sewer System	41,036,492	41,036,492	41,036,492
Subtotal - Property, Plant & Equipment	137,447,985	135,280,513	134,766,866
Accumulated Depreciation	(69,186,980)	(68,947,007)	(68,685,419)
Net Property, Plant & Equipment	\$ 68,261,006	\$ 66,333,507	\$ 66,081,447
DEFERRED OUTFLOWS OF RESOURCES	\$ 1,510,207	\$ 1,187,215	\$ 1,187,215
TOTAL ASSETS & DEFERRED OUTFLOWS	\$ 84,117,642	\$ 81,227,811	\$ 82,768,338



Consolidated Balance Sheet
For the Period Ended August 31, 2023

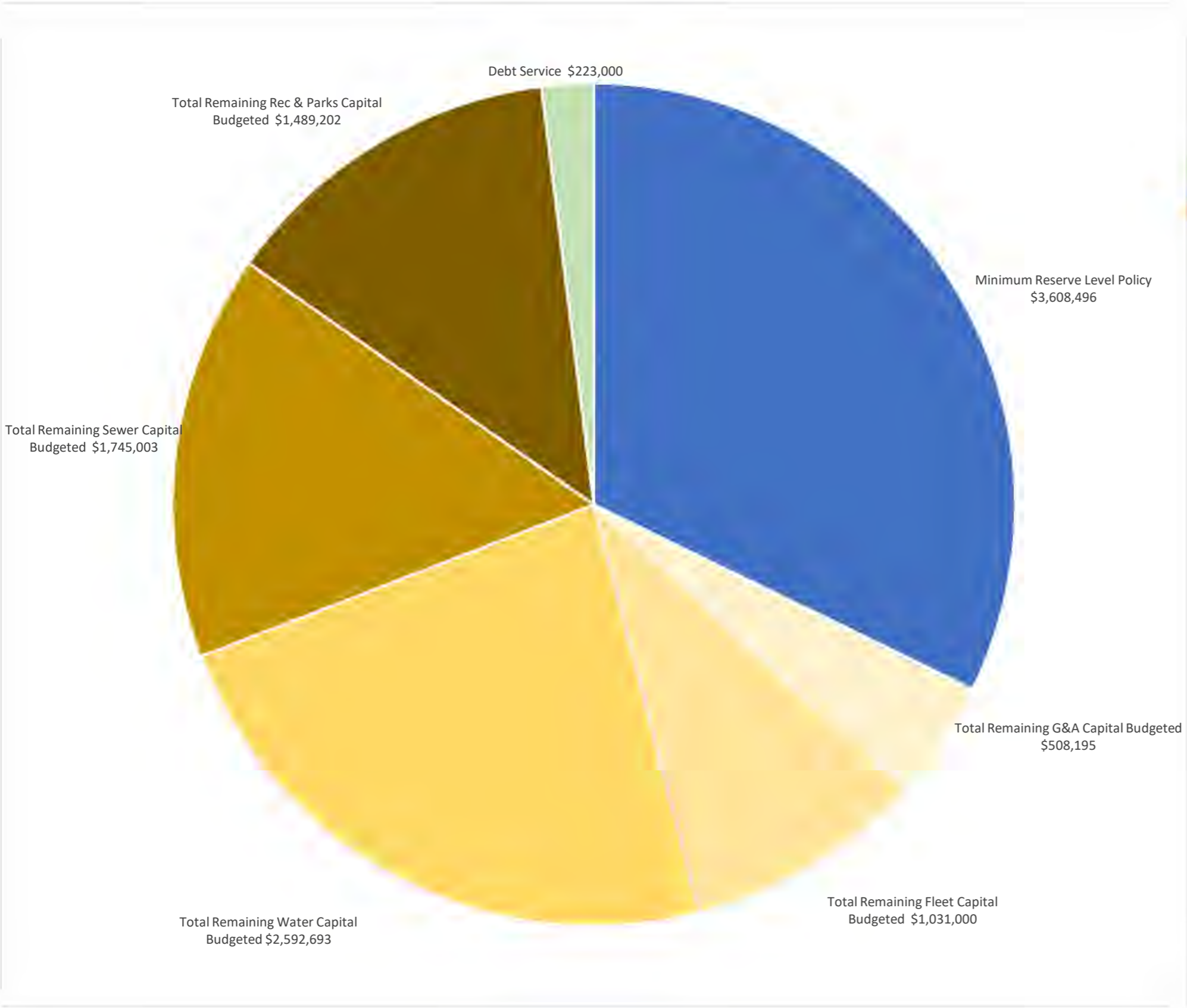
	Current Month	Prior Month	FYE 2023
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 1,545,373	\$ 1,147,561	\$ 3,135,738
Deferred Revenue	514,483	525,203	560,895
Compensated Absences Payable	787,862	792,674	712,749
Accrued Liabilities	749,661	691,865	645,237
Current Portion of Long-Term Debt	400,477	385,115	385,115
	<u>3,997,856</u>	<u>3,542,418</u>	<u>5,439,734</u>
Current Liabilities (Payable from Restricted Assets)			
Deferred Grant Revenue	\$ -	\$ -	\$ -
Accounts Payable	-	-	-
Total Current Liabilities	<u>\$ 3,997,856</u>	<u>\$ 3,542,418</u>	<u>\$ 5,439,734</u>
Non-Current Liabilities			
Long-Term Debt, Net of Current Portion	\$ 651,235	\$ 864,878	\$ 864,878
Net Pension Liability	324,699	(1,023,760)	(1,023,760)
Total Long Term Liabilities	<u>\$ 975,934</u>	<u>\$ (158,882)</u>	<u>\$ (158,882)</u>
DEFERRED INFLOWS OF RESOURCES	<u>\$ 102,597</u>	<u>\$ 1,068,788</u>	<u>\$ 1,068,788</u>
NET POSITION			
Net Investment in Capital Assets (Net of Debt)	\$ 67,209,294	\$ 65,083,514	\$ 64,831,454
Debt Services	445,936	445,936	445,936
Net Restricted Assets	2,026,345	1,242,654.49	1,086,554.49
Unrestricted	7,863,793	9,605,710	6,883,387
Current Year Income / (Loss)	1,495,888	397,672	3,171,367
Balance	<u>\$ 79,041,255</u>	<u>\$ 76,775,487</u>	<u>\$ 76,418,699</u>
TOTAL LIABILITIES, DEFERRED INFLOWS & FUND BALANCE	<u><u>\$ 84,117,642</u></u>	<u><u>\$ 81,227,811</u></u>	<u><u>\$ 82,768,338</u></u>
	Median	NTPUD	FYE 2023
Days in Cash (Cash/Operating Expenses less Depreciation)	296	242	
Days of Working Capital (Reserves/Operating Expenses less Depreciation)	92	256	
Debt Ratio (Total Liabilities/Total Assets)	36%	6%	6%
Return on Assets (Net Income/Total Assets)	2.5%	3.8%	3.9%
Debt Service Coverage Ratio	1.3		
Unrestricted Reserves	\$ 8,322,229	\$ 8,922,016	\$ 8,973,388
Minimum Reserve Level Policy	(3,608,496)	(3,057,239)	(3,057,239)
Available for Investment	<u>\$ 4,713,733</u>	<u>\$ 5,864,777</u>	<u>\$ 5,916,149</u>
Additional FY 2024 EBIDA	4,673,781		
Total Available	<u>\$ 9,387,514</u>		
Total Remaining FY 2024 Capital Budgeted	(7,366,093)		
Debt Service	\$ (223,000)		
Unbudgeted	<u><u>\$ 1,798,421</u></u>		

NTPUD (consolidated)
Statement of Cash Flows
For the Period Ended August 31, 2023
(In Thousands)

	<u>Current Month</u>	<u>Year-to Date</u>
Operating Activities		
Net Income (Loss)	\$1,098,215	\$1,495,889
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	261,932	523,519
Net changes in operating assets and liabilities:		
(Increase)/Decrease Account Receivables	(268,008)	(1,021,674)
(Increase)/Decrease Inventories	-	-
(Increase)/Decrease Deposits & Prepaid expenses	350,284	219,381
(Increase)/Decrease Deferred Outflows	-	-
(Decrease)/Increase Payables & Accrued Liabilities	494,662	(1,499,482)
(Decrease)/Increase Deferred Grant Revenue	-	-
(Decrease)/Increase in Deferred Inflows	-	-
Net Cash Provided (Used) by operating activities	1,937,084	(282,367)
Investing Activities		
Change in Restricted Assets	(772,094)	(928,194)
Net Purchases of property, plant and equipment	(2,168,411)	(2,682,058)
Net Cash Provided (Used) by investing activities	(2,940,505)	(3,610,252)
Financing Activities		
Change in Capital Loan	(198,281)	(198,281)
Change in Net Pension Liability	-	-
Net Cash Provided (Used) by financing activities	(198,281)	(198,281)
Net increase/(decrease) in cash and cash equivalents	(1,201,701)	(4,090,900)
Cash and Equivalents at beginning of period	10,526,937	13,416,136
Cash and Equivalents at end of period	\$9,325,236	\$9,325,236

North Tahoe Public Utility District
As Of 8/31/2023

Total Reserve Funds of \$8,322,228, of which \$3,608,495 is Restricted as Minimum Reserve, plus remain Budgeted EBIDA of \$4,673,780 totals \$12,996,009 available to meet the Capital and Minimum Reserves in the Current Year



Total Remaining Capital Budgeted is in reference to current year budget



Division Balance Sheet
For the Period Ended August 31, 2023

	Wastewater	Water	Recreation & Parks	Fleet & Equipment	General & Administrative and Base	Total
ASSETS						
Current Assets						
Cash & Cash Equivalents	\$ -	\$ 445,936	\$ 36,905	\$ -	\$ 7,539,876	\$ 8,022,718
Investments	-	-	-	-	1,302,518	1,302,518
Due (To)/From Other Fund	2,920,213	2,268,887	1,223,281	665,433	(7,077,814)	-
Accounts Receivable	53,624	105,823	305,787	-	1,955,699	2,420,933
Inventory	168,443	-	-	-	-	168,443
Deposits and Prepaid Expenses	-	-	22,542	-	382,931	405,474
Total Current Assets	\$ 3,142,280	\$ 2,820,646	\$ 1,588,515	\$ 665,433	\$ 4,103,211	\$ 12,320,085
Restricted Assets						
Cash & Cash Equivalents	\$ -	\$ -	\$ -	\$ -	\$ 420,019	\$ 420,019
Accounts Receivable	-	27,100	1,573,226	-	6,000	1,606,326
Deposits and Prepaid Expenses	-	-	-	-	-	-
Total Restricted Assets	\$ -	\$ 27,100	\$ 1,573,226	\$ -	\$ 426,019	\$ 2,026,345
Non-Current Assets						
Property, Plant & Equipment						
Work in Process	\$ 1,134,280	\$ 7,768,170	\$ 3,180,676	\$ -	\$ 6,597	\$ 12,089,723
Land	86,310	772,058	6,265,000	-	-	7,123,368
Property Rights	7,237	8,000	-	-	-	15,237
Buildings and Improvements	8,222,285	-	19,522,494	-	188,266	27,933,046
Vehicles and Equipment	5,806,355	285,750	817,577	1,255,279	-	8,164,962
Furniture and Office Equipment	925,994	35,919	843,687	-	131,633	1,937,233
Water System	-	39,147,924	-	-	-	39,147,924
Sewer System	41,036,492	-	-	-	-	41,036,492
Subtotal - Property, Plant & Equipment	57,218,954	48,017,821	30,629,435	1,255,279	326,496	137,447,985
Accumulated Depreciation	(33,829,701)	(21,461,001)	(13,181,035)	(655,945)	(59,298)	(69,186,980)
Net Property, Plant & Equipment	\$ 23,389,252	\$ 26,556,821	\$ 17,448,400	\$ 599,335	\$ 267,198	\$ 68,261,006
DEFERRED OUTFLOWS OF RESOURCES	\$ 60,750	\$ 337,412	\$ 238,372	\$ 8,384	\$ 865,288	\$ 1,510,207
TOTAL ASSETS & DEFERRED OUTFLOWS	\$ 26,592,282	\$ 29,741,979	\$ 20,848,513	\$ 1,273,152	\$ 5,661,717	\$ 84,117,642



Division Balance Sheet
For the Period Ended August 31, 2023

	Wastewater	Water	Recreation & Parks	Fleet & Equipment	General & Administrative and Base	Total
LIABILITIES						
Current Liabilities						
Accounts Payable	\$ 48,992	\$ 386,567	\$ 1,146,940	\$ 9,818	\$ (46,944)	\$ 1,545,373
Deferred Revenue	-	-	514,483	-	-	514,483
Compensated Absences Payable	140,611	148,118	107,992	21,420	369,721	787,862
Accrued Liabilities	-	2,363	5,199	-	742,099	749,661
Current Portion of Long-Term Debt	-	400,477	-	-	-	400,477
	189,603	937,526	1,774,614	31,238	1,064,876	3,997,856
Current Liabilities (Payable from Restricted Assets)						
Deferred Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Payable	-	-	-	-	-	-
Total Current Liabilities	\$ 189,603	\$ 937,526	\$ 1,774,614	\$ 31,238	\$ 1,064,876	\$ 3,997,856
Non-Current Liabilities						
Long-Term Debt, Net of Current Portion	\$ -	\$ 651,235	\$ -	\$ -	\$ -	\$ 651,235
Net Pension Liability	(54,574)	53,716	49,076	(11,143)	287,624	324,699
Total Long Term Liabilities	\$ (54,574)	\$ 704,951	\$ 49,076	\$ (11,143)	\$ 287,624	\$ 975,934
DEFERRED INFLOWS OF RESOURCES	\$ 24,118	\$ 36,437	\$ 19,130	\$ 5,971	\$ 16,940	\$ 102,597
NET POSITION						
Net Investment in Capital Assets (Net of Debt)	\$ 23,389,252	\$ 25,505,109	\$ 17,448,400	\$ 599,335	\$ 267,198	\$ 67,209,294
Debt Services	-	445,936	-	-	-	445,936
Net Restricted Assets	-	27,100	1,573,226	-	426,019	2,026,345
Unrestricted	2,940,402	1,693,132	(1,436,014)	551,707	4,114,564	7,863,793
Current Year Income / (Loss)	103,479	391,788	1,420,082	96,044	(515,505)	1,495,888
Balance	\$ 26,433,134	\$ 28,063,066	\$ 19,005,693	\$ 1,247,085	\$ 4,292,276	\$ 79,041,255
TOTAL LIABILITIES, DEFERRED INFLOWS & FUND BALANCE	\$ 26,592,282	\$ 29,741,979	\$ 20,848,513	\$ 1,273,152	\$ 5,661,717	\$ 84,117,642



Division Balance Sheet
For the Period Ended August 31, 2023

	Wastewater	Water	Recreation & Parks	Fleet & Equipment	General & Administrative and Base	Total
Unrestricted Reserves	\$ 2,952,676	\$ 1,883,121	\$ (186,099)	\$ 634,195	\$ 3,038,335	\$ 8,322,229
Minimum Reserve Level Policy	(1,106,075)	(777,515)	(595,282)	54,050	(1,183,673)	(3,608,496)
Available for Investment	\$ 1,846,601	\$ 1,105,605	\$ (781,380)	\$ 688,245	\$ 1,854,662	\$ 4,713,733
Additional FY 2024 EBIDA	1,231,468	2,885,845	2,893,029	524,916	(2,861,477)	4,673,781
Total Available	\$ 3,078,069	\$ 3,991,451	\$ 2,111,648	\$ 1,213,161	\$ (1,006,815)	\$ 9,387,514
Total Remaining FY 2024 Capital Budgeted	(1,745,003)	(2,592,693)	(1,489,202)	(1,031,000)	(508,195)	(7,366,093)
Debt Service		(223,000)				\$ (223,000)
Unbudgeted	\$ 1,333,066	\$ 1,175,757	\$ 622,447	\$ 182,161	\$ (1,515,010)	\$ 1,798,421

Trended by Month
Statement of Revenues and Expenses
For the Period Ended August 31, 2023

Income Statement	Actual July	Actual August	Budget September	Budget October	Budget November	Budget December	Budget January	Budget February	Budget March	Budget April	Budget May	Budget June	Expected Total	Budgeted Total	Variance
Operations															
Operating Revenue	\$ 1,051,086	\$ 994,186	\$ 956,807	\$ 940,415	\$ 797,198	\$ 774,290	\$ 774,875	\$ 787,809	\$ 803,192	\$ 827,477	\$ 881,853	\$ 972,426	\$ 10,561,614	\$ 10,651,843	\$ (90,229)
Internal Revenue	11,547	16,797	11,707	12,657	23,207	17,374	9,207	11,874	12,624	10,257	15,757	9,707	162,715	153,288	9,427
Total Operating Revenue	\$ 1,062,633	\$ 1,010,983	\$ 968,514	\$ 953,072	\$ 820,405	\$ 791,664	\$ 784,082	\$ 799,683	\$ 815,816	\$ 837,734	\$ 897,610	\$ 982,133	\$ 10,724,329	\$ 10,805,131	\$ (80,802)
Salaries and Wages	\$ (538,627)	\$ (493,838)	\$ (462,635)	\$ (483,836)	\$ (480,590)	\$ (443,393)	\$ (529,032)	\$ (443,393)	\$ (443,498)	\$ (483,836)	\$ (522,110)	\$ (453,082)	\$ (5,777,870)	\$ (5,742,850)	\$ (35,020)
Employee Benefits	(222,909)	(224,614)	(237,216)	(243,644)	(243,396)	(235,744)	(253,387)	(235,744)	(235,752)	(243,644)	(209,530)	(235,006)	(2,820,586)	(2,862,628)	42,042
Outside Services/Contractual	(132,152)	(63,194)	(129,363)	(212,076)	(101,459)	(115,023)	(131,881)	(101,397)	(86,098)	(132,046)	(91,904)	(75,332)	(1,371,925)	(1,490,340)	118,415
Utilities	(69,083)	(62,117)	(51,566)	(49,500)	(44,960)	(46,039)	(68,232)	(51,848)	(52,901)	(44,283)	(41,949)	(47,584)	(630,062)	(623,792)	(6,270)
Other Operating Expenses	(129,990)	(135,744)	(237,955)	(205,497)	(109,227)	(111,906)	(158,431)	(97,490)	(128,478)	(171,038)	(133,920)	(105,961)	(1,725,637)	(1,924,914)	199,277
Insurance	(31,112)	(31,277)	(31,072)	(31,072)	(31,072)	(31,072)	(31,072)	(31,072)	(31,072)	(35,023)	(35,023)	(35,023)	(384,962)	(384,721)	(241)
Internal Expense	(11,547)	(16,797)	(11,707)	(12,657)	(23,207)	(17,374)	(9,207)	(11,874)	(12,624)	(10,257)	(15,757)	(9,707)	(162,715)	(153,288)	(9,427)
Debt Service	(3,239)	(3,239)	(3,462)	(3,462)	(3,462)	(3,462)	(3,462)	(2,796)	(2,796)	(2,796)	(2,796)	(2,796)	(37,768)	(38,868)	1,100
Depreciation	(261,588)	(261,932)	(286,663)	(286,663)	(286,663)	(286,663)	(338,123)	(338,123)	(338,123)	(338,123)	(338,123)	(338,123)	(3,698,910)	(3,748,716)	49,806
Total Operating Expense	\$ (1,400,247)	\$ (1,292,752)	\$ (1,451,639)	\$ (1,528,407)	\$ (1,324,036)	\$ (1,290,676)	\$ (1,522,827)	\$ (1,313,737)	\$ (1,331,342)	\$ (1,461,046)	\$ (1,391,112)	\$ (1,302,614)	\$ (16,610,435)	\$ (16,970,117)	\$ 359,682
Operating Income(Loss)	\$ (337,614)	\$ (281,769)	\$ (483,125)	\$ (575,335)	\$ (503,631)	\$ (499,012)	\$ (738,745)	\$ (514,054)	\$ (515,526)	\$ (623,312)	\$ (493,502)	\$ (320,481)	\$ (5,886,106)	\$ (6,164,986)	\$ 278,880
Non-Operations															
Property Tax Revenue	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000	\$ 6,300,000	\$ 6,300,000	\$ -
Community Facilities District (CFD 94-1)	56,964	56,964	58,575	58,575	58,575	58,575	58,575	58,575	58,575	58,575	58,575	58,575	699,678	702,900	(3,222)
Grant Revenue	156,100	793,230	217,300	217,300	-	-	-	-	-	-	217,300	217,300	1,818,530	1,303,797	514,733
Interest	-	7,569	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	45,069	45,000	69
Other Non-Op Revenue	6,124	6,124	6,667	6,667	6,667	366,367	6,667	6,667	6,667	6,667	6,667	6,667	438,618	439,700	(1,082)
Capital Contribution	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Non-Op Expenses	(8,903)	(8,903)	(8,333)	(8,333)	(8,333)	(8,333)	(8,333)	(8,333)	(8,333)	(8,333)	(8,333)	(248,333)	(341,136)	(340,000)	(1,136)
Income(Loss)	\$ 397,671	\$ 1,098,215	\$ 319,834	\$ 227,624	\$ 82,028	\$ 446,347	\$ (153,086)	\$ 71,605	\$ 70,133	\$ (37,653)	\$ 309,457	\$ 242,478	\$ 3,074,653	\$ 2,286,411	\$ 788,242
Additional Funding Sources															
Allocation of Non-Operating Revenue	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Balance	\$ 397,671	\$ 1,098,215	\$ 319,834	\$ 227,624	\$ 82,028	\$ 446,347	\$ (153,086)	\$ 71,605	\$ 70,133	\$ (37,653)	\$ 309,457	\$ 242,478	\$ 3,074,653	\$ 2,286,411	\$ 788,242
Operating Income	\$ (337,614)	\$ (281,769)	\$ (483,125)	\$ (575,335)	\$ (503,631)	\$ (499,012)	\$ (738,745)	\$ (514,054)	\$ (515,526)	\$ (623,312)	\$ (493,502)	\$ (320,481)	\$ (5,886,106)	\$ (6,164,986)	\$ 278,880
Net Income(Loss)	\$ 397,671	\$ 1,098,215	\$ 319,834	\$ 227,624	\$ 82,028	\$ 446,347	\$ (153,086)	\$ 71,605	\$ 70,133	\$ (37,653)	\$ 309,457	\$ 242,478	\$ 3,074,653	\$ 2,286,411	\$ 788,242
Earnings Before Interest, Depreciation & Amortization	\$ 662,498	\$ 1,363,386	\$ 609,959	\$ 517,749	\$ 372,153	\$ 736,472	\$ 188,499	\$ 412,524	\$ 411,052	\$ 303,266	\$ 650,376	\$ 583,397	\$ 6,811,331	\$ 6,073,995	\$ 737,336
Operating Ratio	132%	128%	150%	160%	161%	163%	194%	164%	163%	174%	155%	133%	155%	157%	445%
Operating Ratio - plus Tax & CFD	85%	81%	94%	99%	94%	94%	111%	95%	95%	103%	94%	83%	94%	95%	428%
Debt Service Coverage Ratio	122.78	339.06	92.38	65.75	23.69	128.93	(44.22)	25.61	25.08	(13.47)	110.68	86.72	81.41	58.83	(716.58)



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

DATE: October 10, 2023

ITEM: G-3b

FROM: Finance Department

SUBJECT: Treasurer's Report – as of August 31, 2023

FISCAL ANALYSIS:

The CFO has reviewed the District's investment portfolio and has included its value within the attached Treasurer's Report.

The District's investments are governed by the Board of Directors' approved Investment Policy. While continuing to operate within this Investment Policy, the District has continued to emphasize safety.


Total bank value of cash and investments equaled \$9,785,240 as of August 31, 2023. Of the total, \$1,377,901 of the District's portfolio is restricted. The total of Cash and Investments decreased \$1,255,840 during August.

The portfolio meets the guidelines of the Investment policy.

ATTACHMENTS: Treasurer's Report as of August 31, 2023.

REVIEW TRACKING:

Submitted By: 
Vanetta N. Van Cleave
Chief Financial Officer

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO

PRESENTED BY: Vanetta N. Van Cleave, CFO

Cash and Investments

Statement Date	Institution/Account Number	Market Value	Description
Bank of the West			
08/31/23	025-381186	\$1,275,032	General Checking
	243-000486	204,320	Payroll
	243-000874	116,621	Utility Billing Deposit Account
	243-001708	25,153	Event Center Deposit Account
	243-004157	1,651	Parks Dept. Sweep Account
		<u>1,622,777</u>	Total Bank of the West
Local Agency Investment Fund			
08/31/23	85-31-003	4,329,097	General Investment Account
UBS Financial Services Inc.			
08/31/23	OG 00829 70	16,677	Cash & Cash Alternatives Balance
	"	640,509	Money Market Instruments
	"	1,312,334	Certificates of Deposit
	"	21,483	Mutual Funds
	"	460,899	U.S. Government Securities
	"	3,563	Accrued Interest
		<u>2,455,466</u>	Total UBS Financial Services Inc.
Total Unrestricted Cash and Investments:		\$8,407,340	

Restricted

Statement Date	Institution/Account Number	Market Value	Description
Bank of the West			
08/31/23	243-058559	\$2,934	FSA
	243-058567	498,815	HRA
	245-713245	-	
Bank of the West			
08/31/23	041-441346	445,936	NTBC - BofA Install. Payment Fund
CalPERS 115 Trust			
06/30/23		420,019	CalPERS Prefunding of Pension Expense
Bank of the West			
06/30/23	000-459874	10,197	TRPA C.D.'s
Total Restricted Cash and Investments:		\$1,377,901	

Total Cash and Investments:

Total Cash and Investments:	\$9,785,240
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NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023

ITEM: G-4

FROM: Recreation, Parks, and Facilities Manager

SUBJECT: Recreation, Parks, and Facilities Department Report

Parks

- The last tournament of the summer was September 23 and 24. Staff was short-staffed but managed to provide the excellent service that tournament directors and participants have come to expect at North Tahoe Regional Park.
- Trail maintenance, to limb trees that are on the grooming path in preparation for winter, has begun around the Park.
- Sign installation is underway! Signs have been delivered, and staff is continuing to prepare and hang wayfinding signs throughout the Park (The photo below shows one of the new field signs).
- With fall sports underway, each and every field is reserved throughout the course of the week. Between fall lacrosse, AYSO, Little League, fall baseball, and H.S. soccer, activity in the Park has been high.



New field identification signs are being installed. Infield mix is being distributed on ballfields.

Recreation

- Chalk Art in the Park, the end of summer/beginning of fall party at Regional Park, had its inaugural year on September 9. Staff were pleased with the attendance, with over 150 spectators and about 15 chalk art squares created, the positive atmosphere, and, of course, the tacos. This event will be returning for a second year next summer.
- The Fall/Winter Activity Guide has received positive feedback with its distribution throughout the community and online. Many recurring programs are seeing an increase in attendance, and some of the new programs, such as field hockey, are gaining a bit of traction.
- In partnership with Boys and Girls Club NLT, Ben Visnyei and Amanda Oberacker will be offering their services to the Club this fall for futsal and basketball clinics. More to come as this program comes to fruition.



Chalk Art Party masterpieces

North Tahoe Event Center

- NTEC hosted 19 events in September: 9 corporate and 10 private, with a total of 1,361 guests in the facility.
- Rentals and bookings were up in September, which is a welcome change from the slower than expected months of July and August.

- Employee Jake Torquemada recently passed his bilingual certification, putting the District and the Event Center in a position to better service our clientele through speaking and translating Spanish to English.

Administration

- After several months of negotiations, staff and Headwall Corporation have reached an agreement on a 7-year contract with two 5-year extensions for Tahoe Treetop operations at North Tahoe Regional Park. The contract has cleaned up language to better reflect the actuality of operations and formalizes terms for a second major amenity to be built – the zip line tour.
- Staff presented to three different local organizations on the North Lake Tahoe Aquatic and Recreation study. Interest in the project is still high. Additionally, Phase III consultants are still working to determine the best funding measure (property tax, CFD tax, or general obligation tax) and preparing to poll the community.
- Staff was contacted by the Sugar Pine Foundation to plant Sugar Pine trees in recently burned areas of North Tahoe Regional Park. This organization plants Sugar Pines that are resistant to invasive species throughout the Tahoe Basin. Volunteers will plant over 100 baby Sugar Pines in the Park. Traditionally, only about 10% of the trees reach full maturity.
- Staff recently had a conversation with the Tahoe Regional Planning Agency (TRPA) to gain clarity on the marina status for the Tahoe Vista Recreation Area. Staff learned that in 2018, when the Shoreline Plan was released, TRPA identified the established marinas in the Basin, listing 28 marinas throughout. TVRA was not on the list. To change this would require an amendment to the Plan, something that neither NTPUD nor TRPA have plans to pursue. This understanding will effectively eliminate the District's intention to have a motorized concession return to TVRA.
- The contract for snow storage with Caltrans is almost complete. It is currently in the Caltrans legal department, pending language approval.

	Sep-23		
North Tahoe Regional Park / Gym	Days	Events	Touches
RENTALS			
Baseball Fields (1, 2 & 5)	4	2	440
Field 3 (AYSO)	18	18	720
Field 4	6	6	240
Disc Golf/Tennis	0	0	0
Ramada	9	6	378
Scout Camp	3	1	50
Picnic Areas			
Subtotal Rentals	40	33	1828

PROGRAMMING	Days	Programs	Participants
Special Events	1	1	100
Community Enrichment Programs	0	0	0
Fitness Classes & Programs	10	3	85
Subtotal Programming	11		185

North Tahoe Regional Park - Total Monthly Users = 2013

	Sep-23		
Tahoe Vista Recreation Area	Days	Events	Touches
RENTALS			
Picnic Areas	5	5	316
Plaza	0	0	0
Kayak & Paddleboard	n/a	n/a	45
Resident Launches	30		120
Non-resident Launches	30		41
Season Pass Launches	30		73
Subtotal Rentals	95	5	595

PROGRAMMING	Days	Programs	Participants
Special Events	0	0	0
Community Enrich Programs	0	0	0
Fitness Classes & Programs	0	0	0
Subtotal Programming		0	


TVRA Total Monthly Users = 595


	Sep-23		
North Tahoe Event Center	Days	Events	Touches
RENTALS			
Private	10	10	1085
<i>weddings, memorials, parties</i>			
Corporate	9	9	276
<i>gov't, corporate, board meetings</i>			
Community	0	0	0
<i>community events</i>			
Subtotal Rentals	19	19	1361

PROGRAMMING	Days	Programs	Participants
Golden Hour & Toddler Time	4	2	54
Community Classes & Programs	2	2	5
Fitness Classes & Programs	10	2	168
Subtotal Programming	16	6	227

North Tahoe Event Center - Monthly Total Users	1,588
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REVIEW TRACKING:

Submitted By: 
Amanda Oberacker
Recreation, Park & Facilities Manager

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023 **ITEM:** G-5

FROM: Planning and Engineering Department

SUBJECT: Planning and Engineering Department Status Report

DISCUSSION: Capital Improvement Projects, Internal Operations & Planning, and Outside Agency/Private Development

CAPITAL IMPROVEMENT PROJECTS

The Engineering Division is managing the following CIP projects.

Construction Phase Projects

Golden and Rainbow Watermain Improvements Project (Project #2264): This project will construct approximately 7,700 linear feet of new watermain in the Golden Avenue, Rainbow Avenue, Steelhead Avenue (partial), and Secline Street rights-of-way in Kings Beach, see image below. The new watermain will replace the existing small-diameter watermain located along the back of the properties and provide fire hydrant coverage to all properties within the project area in accordance with the California Fire Code.

Status: All new mains are in service. All mainline connections have been completed. All 12 fire hydrants and 165 of 186 service lines have been installed. Approximately six (6) customers are now being served from the new mains. 285 feet of new 8-inch watermain is being added to the project to replace a failing line on upper Chipmunk Road. Construction is anticipated to continue through October 2023.

Vinciguerra Construction – Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$4,897,130	(\$94,000)	\$4,803,130	\$4,191,608.26	\$611,521.74
Estimated Construction Status as of 9/30: 80% complete				

Carnelian Bay North Lake Blvd Watermain Improvements Project: This project will construct approximately 3,100 linear feet of new watermain in the State Route 28 right-of-way between Gar Woods Restaurant and Watson Creek. The new watermain will replace the existing small-diameter watermain currently in service and add fire hydrants in accordance with California Fire Code standards.

Status: Vinciguerra Construction has constructed the 12-inch watermain in State Route 28, connected to the District's water supply, and paved the roadway. The contractor has connected 25 customer water service laterals to the new watermain and abandoned a portion of the old 2-inch watermain. Fireflow is now available for these properties with six (6) new hydrants with greater than 2,000 gallons per minute of available flow. The contractor is continuing to work on the final customer connections and main abandonment.

Vinciguerra Construction – Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$3,223,210	\$73,437.50	\$3,296,647.50	\$2,980,600.29	\$316,047.21
Estimated Construction Status as of 9/30: 95% complete				

Packaged Satellite Sewer Pump Station Improvements Project (Project #2244):

This project will replace five (5) packaged sewer pump stations (S-1, S-2, N-2, D-2, and D-5), including the control systems, power connections, and appurtenances, with five new similar packaged sewer pump station systems. This project includes improvements to the controls, power, and communication at S-3 necessary to operate Satellite Pump Station S-1 and S-2.

Status: The Board of Directors awarded a construction contract to KG Walters at the November 8, 2022 meeting. All five of the new pump stations have been installed and are in operation. Liberty Utilities has upgraded the power to each site. Tesco Controls is continuing to work on communications.



Pump Station D-5

K.G. Walters Construction Co., Inc. – Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$807,000.00	\$34,652.30	\$841,652.30	\$359,558.18	\$482,094.12
Estimated Construction Status as of 9/30: 34% complete				

Regional Park Tennis/Pickleball Court Reconstruction Project (Project #2392): A 2022-2023 Capital Improvement Project to reconstruct the existing tennis courts with a combination of tennis and pickleball courts in the North Tahoe Regional Park.

Status: The Board of Directors awarded a construction contract to McCuen Construction, Inc. at the May 9, 2023 meeting. McCuen Construction has paved the tennis and pickleball courts, installed the chain link fence, and completed the site revegetation. The acrylic court surfacing and steel stairs are in progress. Construction is scheduled to be completed in mid-October. Please stay tuned for more information on opening dates.



McCuen Construction, Inc. – Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$2,282,693.71	\$56,426.11	\$2,339,119.82	\$2,078,069.46	\$261,050.36
Estimated Construction Status as of 9/30: 93% complete				

Regional Park Pam Emmerich Memorial Pinedrop Trailhead Project (Project #2281):

A 2023-2024 Capital Improvement Project to construct a trailhead at the beginning of the Pam Emmerich Memorial Pinedrop Trail in the North Tahoe Regional Park. NTPUD has received grants for \$109,000 from Placer County and \$132,901 from the Habitat Conservation Fund.

Status: The Board of Directors awarded a construction contract to GLA-Morris, Inc. at the June 13, 2023 meeting. GLA-Morris, Inc. has completed most of the trailhead plaza site work, repaved a short section of the trail, and is actively working on the shade structure. The project is anticipated to be completed in late October.

**GLA Morris Construction, Inc. – Construction Contract Status:**

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$309,860.16	\$24,118.26	\$333,978.42	\$251,504.83	\$82,473.59
Estimated Construction Status as of 9/30: 79% complete				

2023 Pavement Maintenance (Project #1989): A 2023-2024 Capital Improvement Project to complete preventative maintenance on the District asphalt parking lots and driveways. The 2023 Pavement Maintenance project includes placing approximately 75,000 SF of Type II slurry on the Upper parking lot in the NTRP, Base Facility parking lot, and TVRA parking lot.

Status: The Board of Directors awarded a construction contract to Intermountain Slurry Seal, Inc. at the August 8, 2023 meeting. Intermountain Slurry Seal, Inc. sealed and striped the Upper parking lot in the NTRP, Base Facility parking lot, and TVRA parking lot the week of August 28th. Work on this project is complete. The authorization to issue a Notice of Completion is on the agenda of the October 10, 2023 Board Meeting.



Intermountain Slurry Seal, Inc. – Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$83,700	\$13,740	\$97,440	\$92,568	\$4,872
Estimated Construction Status as of 9/30: 100% complete				

Carnelian Woods Condominiums Water Service Line Replacement Project Units 21 – 32 (Project #2461): A 2023-2024 Capital Improvement Project to replace the water service laterals from the watermain to the existing meter locations. The water service laterals have a history of leaking, and NTPUD’s crews are regularly called out to complete repairs. Additionally, this project will relocate the water meters closer to the watermain and out of areas prone to large snow accumulations from shedding roofs.

Status: The Board of Directors awarded a construction contract to Ruppert, Inc. at the August 8, 2023 meeting. Ruppert, Inc. has started construction and is anticipated to be complete in advance of the October 15th grading deadline.



Ruppert, Inc. – Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$123,799	\$0	\$123,799	\$0	\$123,799
Estimated Construction Status as of 9/30: 30% complete				

Uniform Public Construction Cost Accounting Act

The District elected to participate in the Act to utilize alternative bidding procedures for public works projects. This section reports out contracts awarded for projects between \$15,000 and \$60,000 that are now issued under the General Manager's authority.

ACTIVE PROJECTS			
Project	Contractor	Contract Amount	Award Date
NAWTP PLC Redundancy Module Upgrade	Tesco Controls, Inc.	\$30,860	October 25, 2022
Staff has identified a failure in the hot standby programmable logic controller (PLC) at the National Avenue Water Treatment Plant. The issue is that the redundancy module that provides communication and synchronization between the primary and hot standby PLC has failed. This work is an unbudgeted capital project in the Water Fund. Staff expects that there will be available funds from other project budgets not fully expended within the FY 2023/24 Water Capital Budget. Staff will continue to monitor the Water Capital Budget and will agendize a formal budget augmentation at a future meeting, should doing so become necessary. The install date is October 2023 because of the long lead times to acquire computer parts.			
CW2 Tank Welding	Joel's Welding and Fabrication, Inc.	\$23,400	August 10, 2023
The Carnelian Woods 2 water tank's safety railing on the top of the tank was damaged during the winter of 2022-23. This project replaces the railing with heavier gauge metal to withstand heavy snowfall and improve safety for staff working on the tank.			
Potable Water Tank Inspection and Cleaning Services	Catalyst Diving, Inc.	\$15,745	August 18, 2023
Underwater evaluation/inspection of all interior tank components using a diver or a remotely operated vehicle and removal of sand, silt, sediment and other accumulations on the bottom of the Districts 8 potable water tanks. Epoxy lining repairs may be required as directed according to the submitted pricing. The scope of work also includes the inspection and cleaning of the District potable water chlorine contract chamber located at the water treatment facility. The complete inspection shall be provided in electronic format to the District that includes video, audio and photos.			

COMPLETED PROJECTS			
Tahoe Vista Recreation Area Web Camera	Intermountain Electric, Inc.	\$17,815	August 11, 2023
Underground communication conduits and a mounting pole were installed at TVRA as part of the Peninsula Improvement Project. This project provided the additional conduit and CAT6 cables required to operate a web camera. The project is complete.			
Concrete Panel Repair	GLA-Morris Construction, Inc.	\$15,678.80	July 27, 2023
Several concrete sidewalk panels and sections of curb and gutter were damaged during sewer and water repairs over the last couple years. This project replaced the temporary cold patch asphalt with concrete. The project is complete.			
Kayak and SUP Racks	MSM Sheet Metal & Steel Fabrication	\$23,489.27	March 28, 2023
Fabricate and powder coat three (3) kayak racks and two (2) stand-up paddleboard racks to be installed at TRVA. The project is complete.			
NTEC Card Lock System	FLS, Inc.	\$25,599.95	March 23, 2023
Install a networked access control system at the main entrances to the North Tahoe Event Center. The lock system was installed on the Administration, Vehicle Shop, and Sprung Structure at Base nearly a year ago, and Staff is pleased with the technology. This project will modernize NTEC facilities and improve building security. The project is complete.			
Utility Buildings Re-Roof Project	Kodiak Union Roofing Services, Inc.	\$35,093	October 14, 2022
Remove the existing shingles from the Carnelian Woods Well and Kingswood West Booster Pump Station buildings and replace them with a fire-resistant asphalt shingle. This project is complete.			

Design / Bid Preparation Phase Projects

NTEC Emergency Generator (Project #2192): A 2022-2023 Capital Improvement Project to add an emergency generator at the North Tahoe Event Center. The project is grant funded in part by FEMA and Placer County.

Status: NTPUD has retained PR Design and Engineering to complete the design and bid documents. Dudek has prepared an acoustical study to calculate the level of noise at the property line. Design work is anticipated to be completed this summer, with construction bidding in fall/winter 2023 for completion in 2024.

Wayfinding and Destination Signage Project (NTEC Sign) (Project #2040): A Capital Improvement Project to add a changeable message monument sign at the North Tahoe Event Center. The project is grant-funded in part by Placer County.

Status: PR Design and Engineering has completed a preliminary sign design and site layout. On January 24th, the project was presented to the Placer County Design Review Committee as an informal item and received generally positive feedback. Placer County and TRPA have determined a changeable message board sign will require a code amendment. NTPUD staff and PR Design and Engineering are discussing revising the sign to include a static monument sign in the short term but providing future flexibility to convert to a changeable message sign in the future.

Kings Beach Grid Watermain Replacement and Fire Hydrant Installation Project: Pre-design work (survey, biological assessment, and archaeological) for a 2023-2024 capital project to replace waterlines and add fire hydrants in Kings Beach Grid, specific locations include Secline Street south of SR 28 to the end of Brockway Vista Drive, and segments along Trout, Brook, and Salmon Avenue, and Raccoon and Chipmunk Street. The project is grant funded in part by Placer County Water Agency.

Status: Auerbach Engineering has completed the topographic survey of the project area. Dr. Susan Lindstrom has completed the archeological study. Ascent Environmental, Inc. has completed the biological assessment. NTPUD Engineering Staff is actively preparing construction drawings for the watermain replacement in Trout Avenue.

North Lake Boulevard at Speedboat and Brockway Vista Watermain Project Brockway: Pre-design work (survey, environmental, and archaeological) for a future Capital Improvement Project to replace waterlines and add fire hydrants along SR28 from Park Avenue to the main entrance to Cal-Neva, including the entirety of Yacht Street, White Cap Lane, Pelican Dive and Pilot Circle and segments along Lake Street. Additionally, Runnymede Lane and Suffolk Place in the Kingswood area are included in the project. The project is grant funded in part by Placer County Water Agency.

Status: Auerbach Engineering has completed the topographic survey of the project area. Dr. Susan Lindstrom has completed the archeological study. Ascent Environmental, Inc. has completed the biological assessment. NTPUD Engineering Staff is in the process of preparing construction drawings for the watermain improvement project.

Pavement Maintenance Analysis (Project #2406): Identify and prioritize pavement maintenance projects that can be performed in future budget years. The analysis includes inspection of existing pavement conditions using a basic Good/Fair/Poor method.

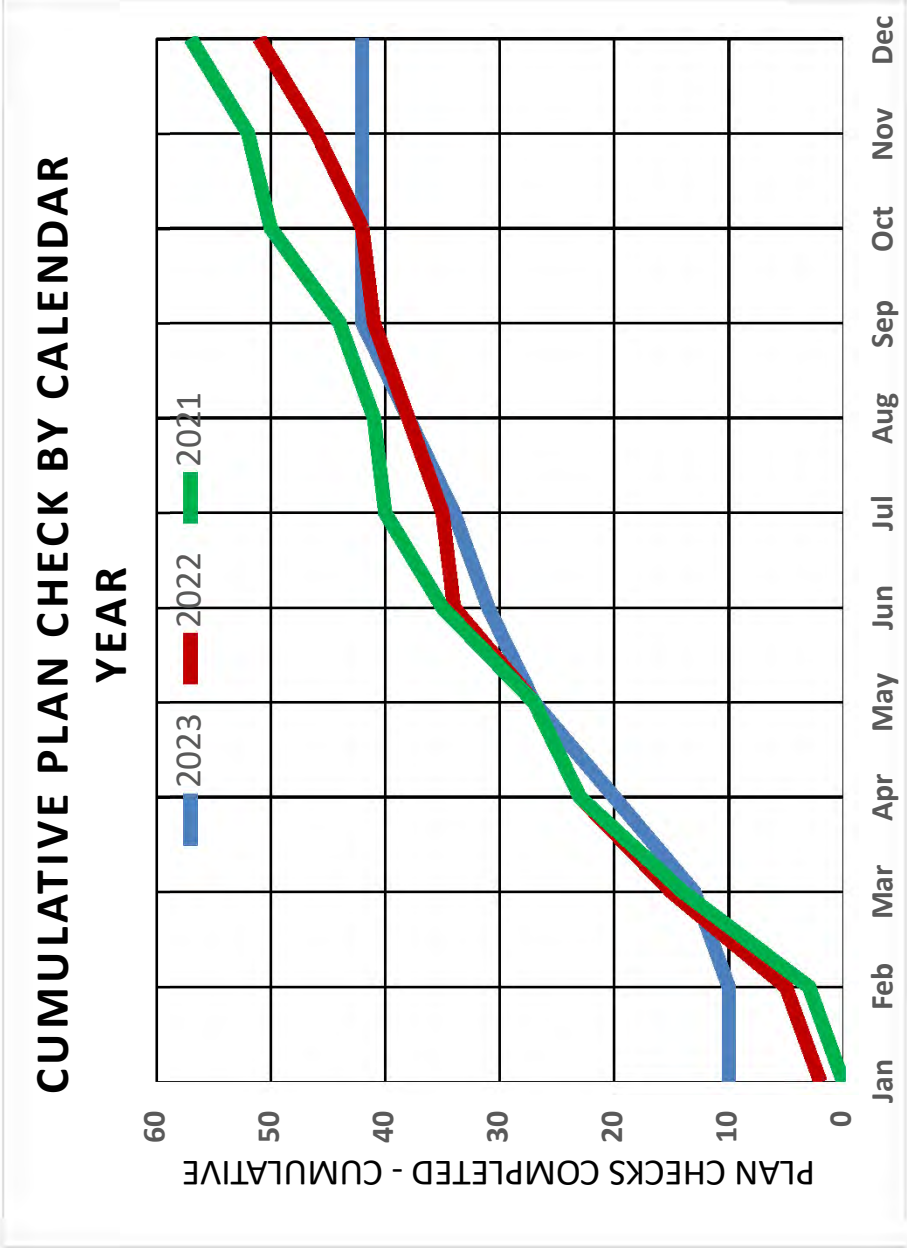
Status: NTPUD has retained Nichols Consulting Engineers (NCE), to prepare a Pavement Maintenance Plan. NTPUD staff and NCE have inspected all of NTPUD's pavement assets, and NCE is in the process of preparing the plan. We anticipate receiving the draft document in October/November.

INTERNAL OPERATIONS & PLANNING

Psomas, the District's water modeler, is actively engaged with the Agate and Fulton Water Companies to develop their water system models. Staff has entered into a contract with Webb and Associates to prepare the annual water audits for the Tahoe Main, Carnelian, and Dollar water systems. They have successfully completed our audits for the last four years. This is a regulatory requirement in California that assesses all the production and uses of water in a water system and calculates the real water losses for each system. This will be the 6th year of water auditing that the District has performed. Previous results were reported in the recent December, January, and February Engineering reports in the Board packet.

OUTSIDE AGENCY/PRIVATE DEVELOPMENT

Plan Reviews



REVIEW TRACKING:

Submitted By: Joseph J. Pomroy
Joseph J. Pomroy, P.E.
Engineering and Operations Manager

Approved By: Bradley A. Johnson
Bradley A. Johnson, P.E.
General Manager/CEO



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2023 **ITEM:** G-6
FROM: Operations Department
SUBJECT: Operations Department Status Report
DISCUSSION: Department Highlights for the month of September 2023

Maintenance Division

Three miles of gravity main lines were cleaned in sewer shed N3, Kingswood West area, above the Regional Park. CCTV of service laterals in sewer shed S1, upper Brockway area, is on-going. A fire hydrant in Chinquapin Condominium Complex was replaced and put back into service. This hydrant was inspected in July per our preventative maintenance schedule and found to be in poor working condition. At the request of the HOA, we waited for the summer crowds to lessen before doing this work because the job required the water to be shut off for most of the day. Crews spent a week digging a 270 ft. trench and assisting with the installation of two 2-inch electrical conduits to bring power from Ballfield #1 to the park entrance kiosk. We repaired three watermain leaks and one water service line. As of 9/27/2023, we had relocated 14 water services to the new mains on Rainbow, Golden, and Secline.

Technician Division

Daily, weekly, and monthly PMs were completed. We have installed Peacemaker Odor Control Vent Scrubbers at National Main, Carnelian Main, and Dollar Main sewer stations. Our goal here is to decrease malodor while using less chlorine, thereby reducing our monthly chlorine expenses. We continue to assist KG Walters as needed with the rehabilitation of S1, S2 & D2 sewer pump stations.

Fleet Division

In September, 17 work orders were completed in Fleet, including the 6-month service to six vehicles, miscellaneous diagnostics, repairs, welding/fabrication, and shop maintenance.

Departmentwide in September:

All department staff participated in an OSHA-required DOT Hazardous Materials and First Responder Training. We spent four days packing our desks and moving furniture out so that new office furniture could be delivered and set up to create a more cohesive workspace.

REVIEW TRACKING:

Submitted By: CColburn
Catherine Colburn
Operations Coordinator

Reviewed By: 
Kenneth P. Fischer
Operations Manager

Approved By : Joseph J. Pomroy
Joseph J. Pomroy, P.E.
Engineering and Operations Manager

Approved By: Bradley A. Johnson
Bradley A. Johnson, P.E.
General Manager/CEO



Watermain Leak Carnelian.



Peacemaker (odor control unit) Carnelian.

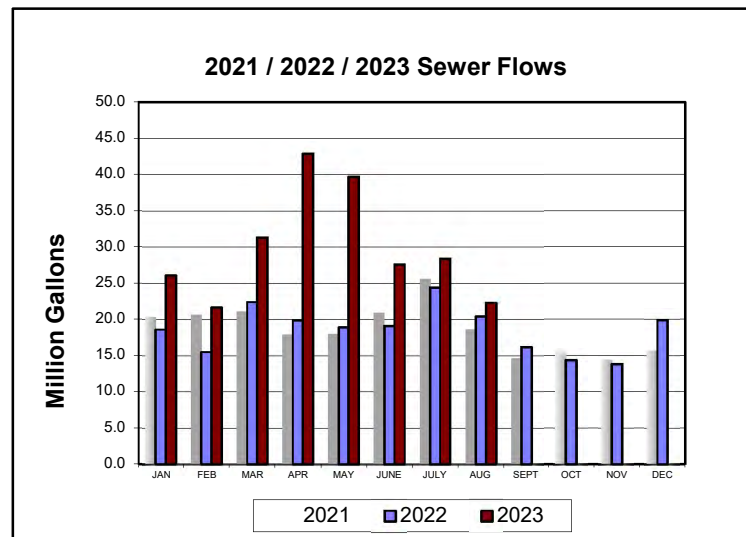


Conduit trench in the park at Ballfield #1 to bring power to the park entrance kiosk.

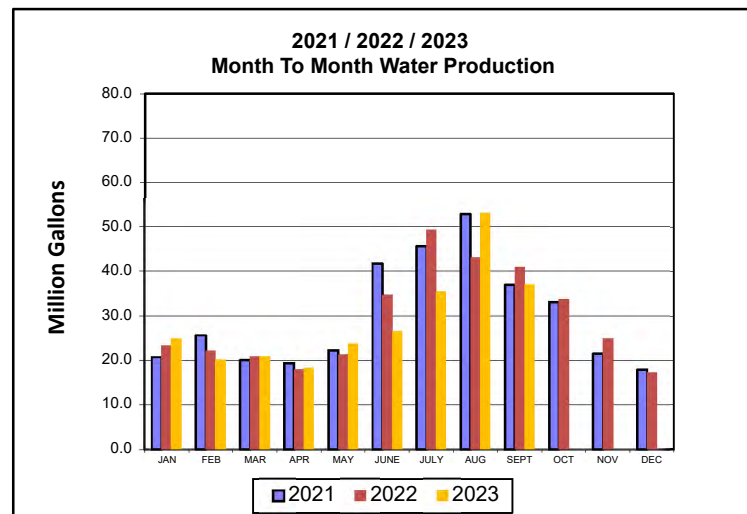


Sewer

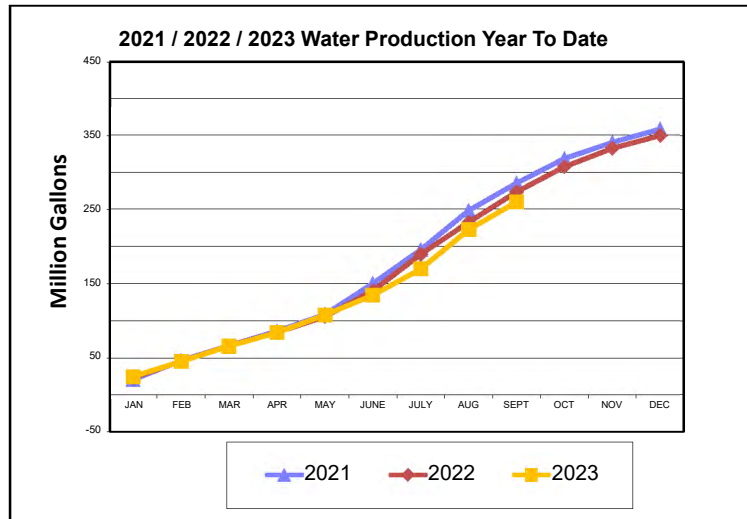
	Monthly		
	2021	2022	2023
JAN	20.3	18.6	26.1
FEB	20.6	15.5	21.6
MAR	21.1	22.4	31.3
APR	17.9	19.9	42.9
MAY	18.0	18.9	39.7
JUNE	20.9	19.1	27.6
JULY	25.6	24.4	28.4
AUG	18.6	20.4	22.3
SEPT	14.6	16.2	
OCT	16.3	14.3	
NOV	14.4	13.8	
DEC	15.7	19.9	
Average	18.7	18.6	30.0
Total	224.0	223.4	240.0

**Water**

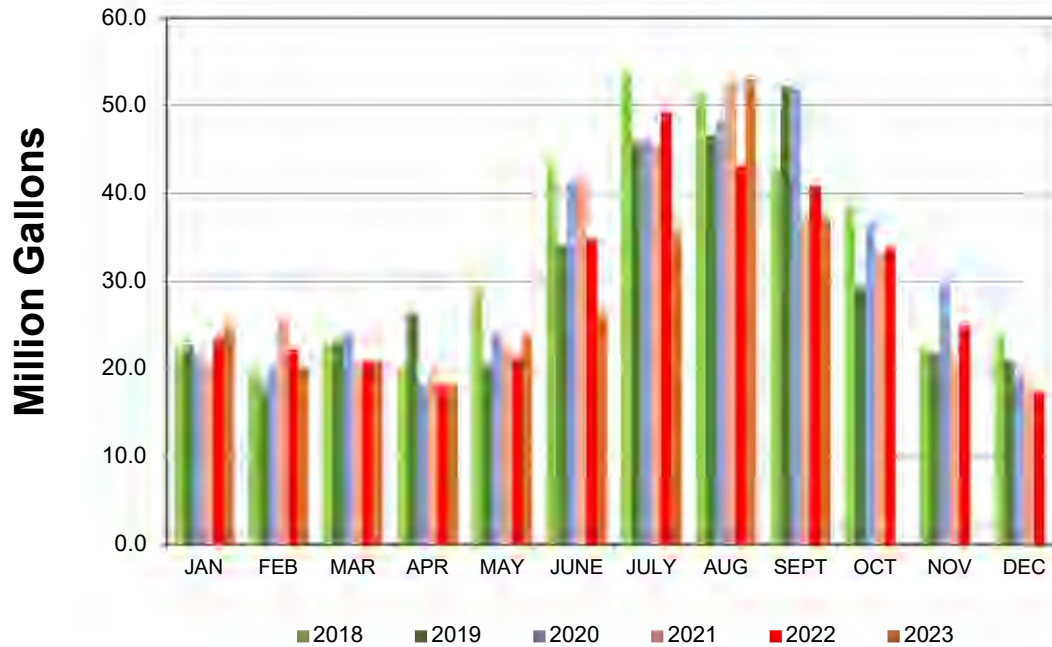
	Monthly		
	2021	2022	2023
JAN	20.7	23.3	24.9
FEB	25.6	22.1	20.2
MAR	20.1	20.9	20.8
APR	19.4	18.0	18.2
MAY	22.3	21.3	23.8
JUNE	41.7	34.7	26.4
JULY	45.6	49.3	35.4
AUG	52.8	43.1	53.0
SEPT	36.9	40.9	37.1
OCT	33.1	33.7	
NOV	21.5	24.9	
DEC	17.9	17.2	

**Water**

	Cumulative		
	2021	2022	2023
JAN	20.7	23.3	24.9
FEB	46.3	45.4	45.1
MAR	66.4	66.3	65.9
APR	86.0	84.3	84.1
MAY	108.3	105.6	107.9
JUNE	150.0	140.3	134.3
JULY	195.6	189.6	169.7
AUG	248.4	232.7	222.7
SEPT	285.3	273.6	259.8
OCT	318.4	307.3	
NOV	340.1	332.2	
DEC	358.0	349.4	



Total Water Production 2018 - 2023



District Water Production

YEAR	2018	2019	2020	2021	2022	2023	2018-22 5-yr Avg	2023 vs 5 yr Avg
JAN	22.1	22.8	21.5	20.7	23.3	24.9	22.5	110%
FEB	19.5	17.8	20.2	25.6	22.1	20.2	20.9	97%
MAR	22.7	23.1	24.0	20.1	20.9	20.8	21.9	95%
APR	20.2	26.4	18.1	19.4	18.0	18.2	20.0	91%
MAY	28.6	20.5	24.0	22.3	21.3	23.8	23.4	102%
JUNE	43.4	34.0	41.2	41.7	34.7	26.4	36.9	72%
JULY	53.8	45.8	46.2	45.6	49.3	35.4	46.0	77%
AUG	51.3	46.5	48.3	52.8	43.1	53.0	49.2	108%
SEPT	42.8	52.2	51.9	36.9	40.9	37.1	43.6	85%
OCT	38.5	29.4	36.6	33.1	33.7		34.3	0%
NOV	22.7	21.6	29.8	21.5	24.9		24.1	0%
DEC	23.7	21.0	19.2	17.9	17.2		19.8	0%
Total	389	361	381	358	349	260	368	71%

MONTH: September 2023

Compiled By:

Michael Harper

Water Production:	Gallage	Pump run	COMMENTS
National Ave. Treatment Plant	27,635,000		
Park Well	3,613,126	64.2 hrs	937.9 AVG GPM
Carnelian Well	2,789,752	234.5 hrs	198.3 AVG GPM
Dollar Inter-Tie	3,050,000		
Total Production	37,087,878		



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: October 10, 2022

ITEM: G-7

FROM: Office of the General Counsel

SUBJECT: Legal Report

Below is a summary of noteworthy legal items for this month:

Legislative Updates

1. AB 557

As previously reported in the District's May Legal Report, Assembly Bill 557 indefinitely extends the COVID-era Brown Act relaxed teleconference meeting rules when a (Governor-proclaimed) declared state of emergency is in effect. The bill makes these rules permanent and extends the period when a body must meet again to renew those findings from 30 days to 45 days (for agencies that meet less often than once a month). The bill also updates the "just cause" remote meeting provisions by clarifying that just cause also includes having an immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, requiring the board member to participate remotely.

Assembly Bill 577 was presented to the Governor on September 15, 2023, and if signed, will become law on January 1, 2024.

2. SB 731

This bill will amend the California Fair Employment and Housing Act (FEHA) to make it an unlawful employment practice "to fail to provide to an employee who is working from home at least 30 calendar days' advance notice before requiring the employee to return to work in person." An employee shall not be required to return to work in person until the employer provides written notice, which at a minimum, must state:

"You have the right to ask your employer to allow you to continue working remotely as an accommodation if you have a disability. Your employer is required to engage in a timely, good faith, interactive process to determine if there are effective reasonable accommodations for your disability, including working remotely. If you are able to perform all of your essential job functions while working remotely, your employer must grant your request unless it would create an

undue hardship for your employer, an alternative reasonable accommodation is available, or you do not meet the definition of disability under the law. You can learn more about your rights at <https://calcivilrights.ca.gov/accommodation/>.”

Importantly, the required notice under the bill does not:

1. Limit an employee’s right to a work from home reasonable accommodation that preexisted the notice;
2. Require an employee working remotely as reasonable accommodation to reenter the interactive process following the notice; or
3. Allow an employer to remove or change an existing reasonable accommodation.

SB 731 was sent to the Governor for his signature on September 13, 2023, and if signed, will become law beginning January 1, 2024.

3. AB 1572

This bill prohibits the use of potable water for irrigating nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners’ associations, common interest developments, and community service organizations or similar entities. The bill defines “functional turf” as “a ground cover surface of turf located in a recreational use area or community space” and explains that “[t]urf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf.”

The prohibition on the use of potable water for the irrigation of nonfunctional turf will occur in phases depending on the following property types:

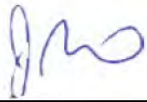
- All properties owned by local governments, local or regional public agencies, and public water systems, except those in disadvantaged communities, beginning January 1, 2027;
- All properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on these properties to climate-appropriate landscapes, whichever is later;
- All other institutional properties and all commercial and industrial properties, beginning January 1, 2028; and
- All common areas of properties of homeowners’ associations, common interest developments, and community service organizations or similar entities, beginning January 1, 2029.


All public water systems must revise their regulations, ordinances, or policies governing water service to include the above-mentioned prohibitions, and communicate the new requirements to customers by January 1, 2027. Notably, the bill authorizes the State Water Resources Control Board to create a form for compliance certification

requiring owners of covered properties to certify their compliance. The bill also authorizes public water systems, cities, counties, or cities and counties to enforce these provisions.

AB 1572 was presented to the Governor for his signature on September 20, 2023, and if signed, will become law on January 1, 2024.

REVIEW TRACKING:

Submitted By: 
Joshua Nelson/BB&K
District Counsel

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO

**Board of Directors
Long Range Calendar**

October 2023 Dates of Interest				
NTCA First Tuesday Breakfast Club	10/3/2023			
The "Bags of Fall" Cornhole Tournament (at the Tahoe Backyard)	10/14/2023			
End of Construction Season Grading	10/15/2023			
Placer County Board of Supervisors - Meeting in Tahoe	10/16/2023	Location TBD		
CSDA Webinar: Ethics AB 1234 Compliance Training (Registration required)	10/17/23			
Winter Warmth & Wellness	10/21/2023			
Kings Beach Parents Night Out	10/20/2023			
NTPUD Recreation & Parks Commission and Committee Regular Joint Meeting	10/26/2023			
Boys and Girls Club of North Lake Tahoe Harvest Festival & Monster Trunk or Treat (5 - 8 PM)	10/27/2023			
National Rec & Park Association Conference in Dallas, TX	10/10-10/12			
Special District Leadership Academy in Sonoma County, CA	10/22-10/25			
November 2023 Dates of Interest		Date		
NTCA First Tuesday Breakfast Club	11/7/2023			
North Tahoe Business Association - Passport to Dining event at NTEC, 6-9 p.m.	11/2/2023			
Kings Beach Parents Night Out	11/17/2023			
Community Thanksgiving - NTEC	11/23/2023			
November 14, 2023 Regular Board of Directors Meeting		Finance Committee	D&P Committee	Other Committees
Closed session - CFO Performance Evaluation				
Notice of Completion for Watermain Project			X	
Notice of Completion for Tennis and Pickleball Reconstruction			X	
Notice of Completion for PEM Trailhead Improvements			X	
Tahoe Vista Recreation Area Boat Launch Season Review				
Recreation & Community Event Supervisor Certification Incentive List add CDL w/passenger endorsement				
District Facility Naming Policy Update				
Caltrans snow storage contract renewal				
December 2023 Dates of Interest		Date		
NTCA First Tuesday Breakfast Club	12/5/2023			
Community Tree Lighting - NTEC	12/1/2023			
Employee Appreciation Party	12/9/2023			
NTPUD Recreation & Parks Commission and Committee Regular Joint Meeting	TBD			
Toys for Tots - NTEC	12/16/2023			
December 12, 2023 Regular Board of Directors Meeting		Finance Committee	D&P Committee	Other Committees
Board Organizational matters - Selection of Officers, Board Committee Appointments, Meeting date/time/location				
Audit presentation				
Closed session - CFO Performance Evaluation				
Notice of Completion for Carnelian Bay Service Line Project				
January 2024 Dates of Interest		Date		
Kings Beach After Dark (open mic, movie, games)	1/6, 1/13, 1/20	6 p.m.	NTEC	
Drop-In Sports Saturdays (pickleball, futsal, basketball)	Saturday	7:30 a.m.	BGCNLT	
		10 a.m. & 11:30 a.m.		
Toddler Time & Golden Hour Socials	ongoing Tuesday		NTEC	
Winter/Spring Activity Guide Release	1/16/2023			

**Board of Directors
Long Range Calendar**

Nordic Nights Under the Lights	1/27/2023			
January 9, 2024 Regular Board of Directors Meeting		Finance Committee	D&P Committee	Other Committees
Adopt Resolutions for Investment Policy (NTPUD and NTBC) for 2024				
Annual North Tahoe Building Corporation Meeting (immediately following regular meeting)				
Closed Session - Board CFO Performance Evaluation Discussion				
February 2024 Dates of Interest	Date			
Kings Beach After Dark (open mic, movie, games)				
Drop-In Sports Saturdays (pickleball, futsal, basketball)				
Toddler Time & Golden Hour Socials				
CWEA Awards Dinner				
NTPUD Recreation & Parks Commission and Committee Regular Joint Meeting				
California Parks & Recreation Society Conference in Palm Springs, CA	2/27-3/1			
Nordic Nights Under the Lights				
February 13, 2024 Regular Board of Directors Meeting		Committee	D&P Committee	Committees
North Tahoe Event Center Status Update and Strategic Review				
Closed Session - Board CFO Performance Evaluation and Compensation Discussion				
CFO Performance Evaluation and Compensation				
Employee Service Awards - Kirk Misiewicz (5 years)				
March 2024 Dates of Interest	Date			
Kings Beach After Dark (open mic, movie, games)				
Open Gym Saturdays (pickleball, futsal, basketball)				
Toddler Time & Golden Hour Socials				
SnowFest! Kings Beach Pancake Breakfast/Parade				
Special Districts Risk Management Authority (SDRMA) Spring Education Day				
Annual Joint Sewer Facilities (JSF) D&P Committee Meeting with TCPUD Sewer & Water				
NLTPFA Meeting (pending confirmation from Placer County)				
Budget Workshop				
SDRMA Spring Education Day (Safety Day)	3/20/2024 TBD			
Nordic Nights Under the Lights				
Special District Leadership Academy Conference - La Quinta				
March 14, 2024 Regular Board of Directors Meeting				
Approve General Liability Insurance and Property Insurance Program for 2024/2025 (effective April 1, 2023)				
Award Construction contract for the TVRA Scenic Overlook Improvements Project				
North Tahoe Event Center Status Update and Strategic Review				
April 2024 Dates of Interest	Date			
Form 700s are due April 1, 2024	4/1			
Kings Beach After Dark (open mic, movie, games)				
Drop-In Sports Saturdays (pickleball, futsal, basketball)				
Toddler Time & Golden Hour Socials				
Spring Scavenger Hunt				
California Park and Recreation Society Annual Conference				

**Board of Directors
Long Range Calendar**

NTPUD Recreation & Parks Commission and Committee Regular Joint Meeting				
Semi-Annual Employee Meeting				
TVRA 2023 Operations & fees				
Special Board Meeting - Budget Workshop				
Special Board Meeting - Capital Budget Workshop				
April 9, 2024 Regular Board of Directors Meeting		Finance Committee	D&P Committee	Other Committees
Sewer and Water Utility Rate Adjustment Effective July 1, 2024				
Award a Construction Contract for the Replacement of Asphalt Concrete in Various Locations			X	
Capital Improvement Project Budget Workshop (special meeting)				
Employee Service Awards - Chris Cannizzaro (35 years)				
May 2024 Dates of Interest				
Capital Budget Workshop and Tour				
Bulk Item Collection Day - District Offices				
Summer Activity Guide release				
Disc Golf Tournament				
TVRA Boat Ramp opens				
Special Board Meeting - Budget Workshop				
ACWA Spring Conference				
May 14, 2024 Regular Board of Directors Meeting		Finance Committee	D&P Committee	Other Committees
Draft Budget Review and Workshop				
Resolution for <i>Parks Make Life Better!</i> Month in July				
Award Purchase Contract for Sodium Hypochlorite				
GM Evaluation (Closed session)				
Employee Service Awards - Cathy Becker (5 years), Misty Moga (5 years)				
Request election services from Placer				
Items with dates pending				
California Fair Political Practices Commission Ethics Training (AB 1234) by General Counsel, Joshua Nelson, Best Best & Krieger LLP (Required every two years; Due 9/12/2023) - Commission is due				
Interagency Agreement with Tahoe Conservancy for Fuels Management for Infrastructure				
Employee survey				
Anti Harrassment Training Workshop for Board (AB1661) (Required every two years; Due October 2026)				
Request election services from Placer May 2026				
Biennial Filing - Amend Conflict of Interest Code September 2026 (start process in Spring 2026)				
GM Eval (May-June); CFO Eval (Oct-Jan)				