



AGENDA AND MEETING NOTICE OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT RECREATION AND PARKS COMMITTEE

Monday, February 12, 2024, at 1:30 p.m.

North Tahoe Public Utility District
Administrative Offices
875 National Avenue
Tahoe Vista, CA 96148

Welcome to a meeting of the North Tahoe Public Utility District Recreation and Parks Commission and Recreation and Parks Committee.

A meeting of the North Tahoe Public Utility District Recreation & Parks Committee will be held on Monday, February 12, 2024 at 1:30 p.m. at the North Tahoe Public Utility District's Administrative Offices, 875 National Ave. Tahoe Vista, CA 96148.

The District welcomes you to its meetings. Your opinions and suggestions are encouraged. 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.

All written public comments received by 12:30 p.m. on February 12, 2024 will be distributed to the District's Committee Members for their consideration. Pictures, graphics, or other non-written comments may be included in the minutes at the Commission's discretion. 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.

1. CALL TO ORDER

- 2. PUBLIC COMMENT** – *Any person wishing to address the Recreation and Parks Committee on items of interest to the Committee not listed 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.*

3. TOPICS OF DISCUSSION

- a. Review and Discuss Authorizing the General Manager to Execute a North Tahoe Community Alliance North Lake Tahoe Tourism & Business Improvement District (TBID) Funds Grant Agreement for the Secline Beach Enhancement – Planning and Design Project – Recommendation to Full Board (*Pages 2-17*)
- b. Review and Discuss Authorizing the General Manager to Execute a Placer County Transient Occupancy Tax (TOT) Funds Grant Agreement for the Pam Emmerich Memorial Pinedrop Trail Extension – Planning and Design Project – Recommendation to Full Board (*Pages 18-27*)
- c. Review and Discuss Authorizing the General Manager to Execute a Professional Services Agreement with Lumos and Associates for the North Tahoe Regional Park Multi-Purpose Trail Connection Project – Recommendation to Full Board (*Pages 28-37*)

4. ADJOURNMENT



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

Committee Agenda Item 3.a

DATE: February 13, 2024

ITEM: E-6

FROM: Office of the General Manager

SUBJECT: Authorize the General Manager to Execute a North Tahoe Community Alliance North Lake Tahoe Tourism & Business Improvement District (TBID) Funds Grant Agreement for the Secline Beach Enhancement – Planning and Design Project

RECOMMENDATION:

Authorize the General Manager to execute a North Tahoe Community Alliance (NTCA) TBID Funds Grant agreement in the amount of \$240,000 for the Secline Beach Enhancement – Planning and Design Project.

BACKGROUND:

The District submitted an application for the 2023 North Tahoe Community Alliance (NTCA) – Community Vitality and Economic Health Investment, Three-year Sponsorship Program in October 2023 for their review and consideration.

The project will analyze the Secline Beach area of Kings Beach including the public parcels owned by the NTPUD, the California Tahoe Conservancy, and Placer County for potential improvements to enhance lake access and recreation opportunities and will include preliminary design of the identified concepts. The project will include public and partner organization outreach and participation.

At their August 30, 2023 meeting, the NTCA Joint TBID-TOT-ZONE1-CAP Committee approved the District's original three-year request totaling \$240,000.

At their September 6, 2023 meeting, the NTCA Board of Directors approved the District's original three-year request totaling \$240,000.

FISCAL ANALYSIS:

The proposed grant requires a \$60,000 match over the three-year performance period. The District's current five-year Capital Improvement Plan for Recreation & Parks identifies \$60,000 for this project in Fiscal Year (FY) 2026/27. If the grant agreement is approved, this amount will be modified in the five-year Capital Improvement Plan and Capital Budget considered by the Board of Director's for FY 2024/25 to reflect the proposed three-year performance period. District staff is currently pursuing a lake access grant opportunity with the California Tahoe Conservancy that could provide some or all of the required match.

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.

Goal 2: Provide high-quality community-driven recreation opportunities and event facilities –
Objective B: Enhance Tahoe Vista Recreation Area (TVRA) as a public lakefront amenity; and review opportunities for additional public access to Lake Tahoe across the District –
Tactic 4: Work with the California State Parks, Placer County, and the California Tahoe Conservancy (CTC) to assess ownership, maintenance, operations, and programming of public lakefront parcels within the District – Activity a: Consider the Secline parcel for future public access enhancements and work with CTC and Placer County to partner on the enhancement of the Secline area beach and public amenities.


ATTACHMENTS:

- NTCA TBID Funds Grant Agreement – Secline Beach Enhancement Project – Planning and Design Project

MOTION: Approve Staff recommendation.

REVIEW TRACKING:

Submitted By: 
Justin Broglio
Public Information Officer

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

**GRANT AGREEMENT
BY AND BETWEEN
NORTH TAHOE COMMUNITY ALLIANCE
AND
NORTH TAHOE PUBLIC UTILITY DISTRICT**

This Grant Agreement (“Agreement”) is made and entered into and effective this day of January 20, 2023, by and between the **North Lake Tahoe Resort Association, INC**, a California nonprofit corporation, dba **North Tahoe Community Alliance** (“NTCA”), and **North Tahoe Public Utility District**, a California government agency (“Grantee”). NTCA and Grantee may be referred to hereinafter individually as “Party” or collectively as the “Parties”. The Parties enter into this Agreement with respect to the following:

WITNESSETH:

WHEREAS, NTCA receives North Lake Tahoe Tourism & Business Improvement District (“TBID”) funds (“TBID Funds”), which it spends and uses to provide grants to provide services and benefits in accordance with the TBID Management District Plan.

WHEREAS, Grantee has submitted a proposal to NTCA for the Secline Beach Enhancement Project as described in the Grantee Project Description & Scope of Work which is set forth in Exhibit “A”, attached hereto and incorporated herein by this reference (“Project”).

WHEREAS, NTCA has determined that the Project is an eligible project for the use of the TBID Funds.

WHEREAS, NTCA desires to grant to Grantee TBID Funds in an amount not to exceed \$240,000 to assist with implementation of the Project and Grantee desires to accept the grant of TBID Funds on the terms and conditions stated herein.

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto as follows:

1. Recitals: The Recitals listed above are incorporated into this Agreement.
2. Grantee Scope of Work: Grantee agrees to fully perform the Project as described in the Project, including within the time set forth therein and within the Budget, as set forth in Section 3 below.
3. Grant of TBID Funds: NTCA agrees to grant to Grantee TBID Funds in the amount not to exceed \$240,000 as set forth in the budget for the Project attached hereto as Exhibit “B” (“Budget”) and incorporated herein by this reference. In no instance will NTCA provide any

funding in excess of this amount, or for any unauthorized or ineligible costs.

4. Disbursement of TBID Funds:

a. Grantee shall request, no more frequently than quarterly, payment from the NTCA by submitting an invoice form with appropriate documentation including but not limited to receipts, paid invoices, and/or labor rates and hours or other allowed costs.

b. Each quarterly invoice submitted to NTCA shall include a Quarterly Progress Report as required in Section 5(a) below.

c. If the Project and Budget for the Project includes match funding, Grantee shall provide proof of match expenditure with each quarterly invoice for Project components paid for by said match funding mechanisms including receipt, labor hours, paid invoices, and any other necessary back-up documentation as may be reasonably requested by NTCA.

d. Invoices and supporting documentation will be reviewed by NTCA and approved invoices will be paid within thirty (30) days of approval. Grantee's invoices that comply with this Agreement, the Project, and the Budget shall be approved.

5. Reporting:

a. Grantee shall provide a written progress report on the Project on a quarterly basis and on the format provided by NTCA ("Quarterly Progress Report"), including but not limited to milestones accomplished, tasks and deliverables completed, funds expended, comparison of Budget to actual expenditures, monitoring and evaluation, outreach and communication, and challenges and mitigation.

b. Quarterly Progress Report deadlines are March 31, June 30, September 30, and December 31 for the duration of the Project.

c. Within sixty (60) days of completion of the Project and prior to final payment by the NTCA, Grantee shall provide a Final Report in a format provided by NTCA, including but not limited to milestones accomplished, tasks and deliverables completed, funds expended, comparison of Budget to actual expenditures, monitoring and evaluation, outreach and communication, and challenges and mitigation ("Final Report").

d. TBID Funds will be withheld if a Quarterly Report or the Final Report is not timely provided until such time that such reports are submitted.

6. Use of TBID Funds:

a. Grantee shall use TBID Funds exclusively for the Project.

b. Grantee agrees that funds granted to it for the implementation of the Project shall not be used for any purpose not specified in this Agreement.

c. The Project shall be recognized into Project's Budget no later than December 31, 2026, unless NTCA grants an extension in writing. Any TBID Funds not implemented into Project "Budget" by December 31, 2026 shall be returned to the NTCA, unless extended in writing by NTCA.

7. Recognition of Funding: Grantee shall recognize that the implementation of the Project was funded in part by TBID Funds granted by NTCA in Grantee's final Budget and in the Grantee Project and materials generated by the Grantee Project, if and to the extent set forth in Exhibit "A". Recognition of NTCA in Project final Budget shall be provided in the same manner as recognition provided to other Project funding entities.

8. Outreach and Marketing:

a. When publicly communicating about the Project, Grantee shall adhere to the marketing toolkit guidelines as recommended and provided by NTCA communications department to ensure proper acknowledgement of the TOT/TBID Dollars at Work program and the NTCA. Forms of communication covered within the toolkit include but are not limited to:

- Email templates for outreach and email publicity about the Project.
- Social media templates for outreach on social media platforms.
- Newsletters templates for all outreach via newsletters.
- Logos and templates for mail outreach, flyers, posters, etc.
- Prioritization of utilizing NTCA's TOT/TBID Dollars at Work logo for all communications, including but not limited to outreach, marketing, and publicity, which is provided in the NTCA toolkit.

b. Grantee shall provide NTCA with images and/or videos in each Quarterly Progress Report and the Final Report for use of promoting and marketing the Project.

9. Records: Grantee shall keep detailed records for the Project, including but not limited to, accounting records and as may be otherwise reasonably requested by NTCA. NTCA shall have the right to inspect said records at any reasonable time.

10. Compliance with Laws: Grantee shall comply with all Federal, State, and local laws, codes, ordinances, rules, and regulations applicable in performing this Agreement.

11. Indemnity: Grantee specifically agrees to indemnify, defend, and hold harmless NTCA, and its directors, officers, members, agents, employees, and volunteers (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses,

including reasonable attorneys' fees, and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the negligence or willful misconduct of an Indemnitee. Grantee shall pay all costs and expenses that may be incurred by NTCA in enforcing this indemnity, including reasonable attorneys' fees. If any judgment is rendered against any or all of the Indemnitees for any injury, death or damage caused by Grantee as a result of work performed or completed, pursuant to this Agreement, and not as a result of the acts or omissions of any Indemnitee, Grantee shall, at its own expense, satisfy and discharge any judgment. The provisions of this section shall survive the expiration, termination, or assignment of this Agreement.

12. Insurance Requirements: During the term of this Agreement, Grantee shall procure and maintain the following insurance and comply with the following insurance requirements:

a. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Grantee as required by law in the State of California.

b. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

c. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Grantee in performance of this Agreement.

d. In the event Grantee is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.

e. Commercial General Liability Insurance and Automobile Liability Insurance policies shall be endorsed to name NTCA and their directors, officers, members, agents, employees, and volunteers as additional insured.

e. Grantee shall furnish a certificate of insurance and/or endorsements to the policies satisfactory to NTCA as evidence that the insurance required above is being maintained.

f. Grantee agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance and /or endorsement to the policy evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement.

g. Grantee's insurance coverage of its performance in this Agreement shall be primary insurance in respect to NTCA, and its directors, officers, members, agents, employees and

volunteers. Any insurance maintained by NTCA or its directors, officers, members, agents, employees and volunteers, shall be in excess of Grantee's insurance and shall not contribute with it.

h. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

i. Grantee may satisfy its obligations to provide insurance required by this Agreement by self-insurance that is acceptable to NTCA.

13. Termination: NTCA may terminate this Agreement upon written notice to Grantee if Grantee has breached this Agreement and fails to remedy the breach (or commence to remedy the breach and diligently continue efforts to remedy the breach) to the reasonable satisfaction of NTCA within fifteen (15) days of its receipt of written notice from NTCA of the breach.

14. Notice: All notices to either Party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to the Grantee or NTCA at:

Grantee:

North Tahoe Public Utility District
P.O. Box 139
875 National Avenue
Tahoe Vista, CA 96148

NTCA:

North Lake Tahoe Resort Association
P.O. Box 1757
100 North Lake Blvd.
Tahoe City, CA 96145

Either Party may amend its address for notice by notifying the other Party in writing.

15. Successors: This Agreement shall inure to the benefit of, and bind the Parties hereto, and their successors and assigns, administrators, executors, and other representatives.

16. Assignment: This Agreement may not be assigned by Grantee without the prior written consent of NTCA.

17. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NTCA to enforce at any time the provisions of this

Agreement or to require at any time performance by the Grantee of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of NTCA to enforce these provisions.

18. Integration and Amendment: This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the Parties. The terms of this Agreement may not be modified except upon the mutual written consent of the Parties.

19. Dispute Resolution:

a. The Parties agree that they will attempt in good faith to resolve through negotiation any dispute, arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice in letter form to the other side, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) days with a detailed statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each side with full settlement authority will meet at a mutually agreeable time and place, within ten (10) days of the date of the initial notice, in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the parties are unable to resolve the dispute at the meeting by negotiations, either side may then initiate mediation as set forth below.

b. After engaging in negotiation as set forth in Section 19.a, should the dispute remain unresolved, the Parties agree to mediate any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the Parties. The Parties shall agree to a mutually acceptable mediator. If any Party commences an arbitration or court action without first attempting to resolve the matter through mediation, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party.

20. Costs and Attorneys' Fees: If either Party commences any legal action against the other Party arising out of this Agreement or the performance thereof, the prevailing Party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

21. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both Parties. Any litigation arising from this Agreement will be brought in the Superior Court in and for the County of Placer, State of California.

22. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than

those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

23. Authority: Each person signing this Agreement on behalf of a Party hereby certifies, represents, and warrants that he or she has the authority to bind that Party to the terms and conditions of this Agreement.

24. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the Parties hereto.

**NORTH TAHOE COMMUNITY
ALLIANCE**

**NORTH TAHOE PUBLIC UTILITY
DISTRICT**

Tony Karwoski

President/CEO

Date _____

By: _____

Its: _____

Date: _____

Exhibit “A” Project Description & Scope of Work

Exhibit A includes:

Project Name: Secline Beach Enhancement Project

Description of Project:

The North Tahoe Public Utility District is seeking a three-year sponsorship investment from the NTCA to support the planning and preliminary design of public recreation access upgrades, facility enhancements, and environmental improvements to Secline Beach in Kings Beach. This proposal aims to bring together all landowners, stakeholders, and community partners to create a multi-agency project that will protect Lake Tahoe’s unique environment and provide benefit to the Kings Beach community and visitors for generations to come.

This project will be divided into three phases that will leverage all existing planning studies to develop an achievable vision and design for the future of public lake access and amenities at Secline Beach.

Scope of Work of Project:

- **Timeline (pg. 14)**
- **Tasks (pg. 15)**
- **Deliverables (pg. 16)**

Monitoring and Evaluation of Project:

KPIs:

Overall KPI: This is a planning and design project for the Secline Beach area of Kings Beach. KPIs will include the successful hiring of a consultant and the development of conceptual designs and an initial preliminary design package.

Additional KPIs for each phase of the project will include the following - Phase One - (Year One)

- Prepare a Project Schedule/Work Plan
- Prepare a Community Engagement Plan where we engage NTCA
- Develop and distribute community engagement materials
- Host initial community input workshops/events

Phase Two (Year Two)

- Complete topographic survey and geotechnical analysis (if deemed necessary)
- Complete Site Opportunity and Constraints Analysis
- Host ongoing community input workshops/events
- Develop Conceptual Design Alternatives

Phase Three (Year Three)

- Review Conceptual Design Alternatives with stakeholders and public
- Host final community input workshops/events
- Advance preferred design into initial preliminary design package

Outputs:

1. Complete topographic survey and geotechnical analysis of the project area in year 2, if deemed necessary.
Quantity - 1 - Topographic survey report and; 1 - Geotechnical analysis (both included with preliminary design package, if deemed necessary)
2. Development of Conceptual Design Alternatives (and supporting documents)
Quantity - 1 - Conceptual Design Alternatives
3. Development of Preferred Initial Preliminary Design (and supporting documents)
Quantity - 1 - Preferred Preliminary Design Package

Outcomes:

The NTPUD will secure a consultant to guide a core team of stakeholders and landowners, to engage the community, and to develop an achievable vision and design for the future of public lake access and amenities at Secline Beach.

Specific project timelines with milestones are established after a project consultant has been brought on board and the project has formally been kicked-off. A Preliminary Project Timeline with targeted milestones will be one of the first tasks of the consultant.

The District is happy to work with NTCA, with support from the project consultant, to establish the specifics of the community engagement plan as well as specific KPIs, outputs, and outcomes as appropriate. The time to do this is during the project kick-off phase.

Data Sources and Collection Methods:

Data Sources:

- Analysis of previous surveys and site planning information, land capability studies, verified and allowable coverage, land capability review.
- Site Analysis - Geotechnical Investigation, Topographic Survey (if deemed necessary)
- Site Opportunity and Constraints Analysis

Collection Methods: determined by consultant. Including existing document review, current entitlements review, physical site surveys and GIS analysis.

Exhibit “B”
“Budget”
Project Budget

Total Request of TBID Funds: \$240,000

Year 1 Request of TBID Funds: \$80,000

Year 2 Request TBID Funds: \$80,000

Year 3 Request TBID Funds: \$80,000

Matching Funds: \$60,000

Year 1: \$20,000

Year 2: \$20,000

Year 3: \$20,000

Budget for Requested Funds

Narrative of Budget:

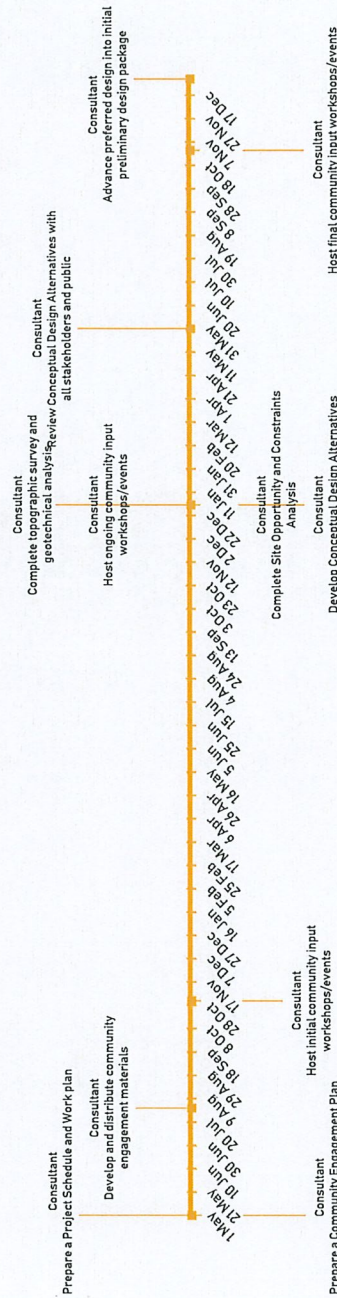
The NTPUD is requesting a three-year \$240,000 grant to support the hiring of a consultant to assist the NTPUD with the planning and preliminary design of public recreation access upgrades, facility enhancements, and environmental improvements to Secline Beach in Kings Beach. The NTPUD will provide \$60,000 in matching funds from the District's Five-Year Capital Improvement Budget.

The NTPUD is requesting the full amount in the first quarter of each year to allow for inclusion in the District's working Fiscal Year Budget.

The District's Accounting Office will manage payments to the consultant based on the Scope of Work and Timeline that will be developed by the NTPUD.

As the project is a professional services based planning and preliminary design project, State Law and NTPUD policy does not require an RFP be conducted to select a consultant. The District anticipates utilizing a prime consultant and they will likely bring on additional sub-consultants as necessary for specific areas of expertise.

PRELIMINARY PROJECT TIMELINE



Project Milestones

DATE	MILESTONE	ASSIGNED TO	POSITION
5/7/24	Prepare a Project Schedule and Work plan	Consultant	10
5/7/24	Prepare a Community Engage Consultant		-10
8/7/24	Develop and distribute commu Consultant		5
11/7/24	Host initial community input we Consultant		-8
12/31/25	Complete topographic survey f Consultant		12
12/31/25	Complete Site Opportunity and Consultant		-5
12/31/25	Host ongoing community input Consultant		5
12/31/25	Develop Conceptual Design AI Consultant		-10
5/31/26	Review Conceptual Design AIir Consultant		10
10/31/26	Host final community input wor Consultant		-10
12/31/26	Advance preferred design into Consultant		5

Project Timeline Tip

Use the position field in the project milestones table to place the milestone labels where you want! Use positive numbers to position them above the timeline and negative numbers to position them below.

Task Description	Responsible Party	Budget Allocation	Year (1, 2, or 3)	Start Date	End Date
Hiring a consultant to carry out the scope of the planning and design project	NTPUD, contracted consulting firm	\$300,000	1, 2, and 3	01/01/2024	12/31/26

SECLINE DELIVERABLES

Deliverable	Description	Due Date
Prepare a Project Schedule/Work Plan	includes the development of a project schedule and work plan	05/01/2024
Prepare a community engagement plan	includes the development of a comprehensive plan to engage all stakeholders and the public	05/01/2024
Develop and distribute community engagement materials	includes the development and distribution of project narrative and materials to all stakeholders and the public	08/01/2024
Gather initial community input	host community workshop/event to gather project input	11/01/2024
Topographic Survey	Project design component	12/31/2025
Geotechnical investigation	Project design component	12/31/2025
Site Opportunities and Constraints Analysis	Project design component	12/31/2025
Collect additional community input/feedback	host community workshops/events to gather additional input/feedback	12/31/2025
Conceptual Design	develop and review conceptual design alternatives	12/31/2026
Initial Preliminary Design	advance preferred design into preliminary design package	12/31/2026

SECLINE SPONSORSHIP BUDGET

BUDGET	Q1	Q2	Q3	Q4	YR1 TOTAL	Q1	Q2	Q3	Q4	YR2 TOTAL	Q1	Q2	Q3	Q4	YR3 TOTAL
Total Request	80,000				80,000	80,000				80,000	80,000				80,000
Matching Funds	20,000				20,000	20,000				20,000	20,000				20,000
Salaries & Wages					0					0					0
Rent & Utilities					0					0					0
Phone & Internet					0					0					0
Supplies & Mail					0					0					0
Maintenance, Support, Repairs, Etc.					0					0					0
Insurance					0					0					0
Taxes, Licenses, Fees					0					0					0
Dues, Subscriptions, etc					0					0					0
Admin. Expenses					0					0					0
Contract & Consulting	100,000				100,000	100,000				100,000	100,000				100,000
Professional Fees					0					0					0
Materials & Equipment					0					0					0
Computer & Software					0					0					0
Planning & Design					0					0					0
Permitting & environmental review)					0					0					0
Survey & Research					0					0					0
Admin. & Overhead					0					0					0
Meetings, Public Outreach & Forums					0					0					0
Advertising- marketing materials					0					0					0
Grand Total	100,000	0	0	0	100,000	100,000	0	0	0	100,000	100,000	0	0	0	100,000
Net Funding	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

Committee Agenda Item 3.b

DATE: February 13, 2024

ITEM: E-7

FROM: Office of the General Manager

SUBJECT: Authorize the General Manager to Execute a Placer County Tourism Occupancy Tax (TOT) Funds Grant Agreement for the Pam Emmerich Memorial Pinedrop Trail Extension – Planning and Design Project

RECOMMENDATION:

Authorize the General Manager to execute a Placer County TOT Funds Grant agreement in the amount of \$100,000 for the Pam Emmerich Memorial Pinedrop Trail Extension – Planning and Design Project.

BACKGROUND:

The District submitted an application for the 2023 North Tahoe Community Alliance (NTCA) – Community Vitality and Economic Health Investment, Three-year Sponsorship Program in October 2023 for their review and consideration.

The original application for this project considered planning and final design of trail connection elements to the Pam Emmerich Memorial Pinedrop Trail within the lower parking of the North Tahoe Regional Park as well as planning and final design of the comprehensive rebuild of the Pam Emmerich Memorial Pinedrop Trail from the North Tahoe Regional Park to Pinedrop Lane.

Although the District requested \$600,000 for the original three-year proposed project, the NTCA and Placer County approved only one year of the project at a reduced amount totaling \$100,000 for only the trail connection elements within the North Tahoe Regional Park.

At their August 30, 2023 meeting, the NTCA Joint TBID-TOT-ZONE1-CAP Committee approved the District's original three-year request totaling \$600,000.

At their September 6, 2023 meeting, the NTCA Board of Directors approved the District's original three-year request totaling \$600,000.

At their October 16, 2023 meeting the Placer County Board of Supervisors approved the NTCA's Community Vitality and Economic Health Investment, Three-year Sponsorship Program Grants, with direction to Placer County staff to revisit the three "Trail" Category grant requests and authorize only one (1) year of funding, to therefore allow time for the County to complete at North Lake Tahoe Trail Long-term Maintenance and Construction Master Plan prior to consideration of awarding additional grant funding for years two (2) and three (3) of the Three-year Sponsorship Program.

At their December 12, 2023 meeting, the Placer County Board of Supervisors approved the revised one-year TOT Funds Grant amount totalling \$100,000.

FISCAL ANALYSIS:

The proposed grant requires a \$50,000 match from the District. This project is included in the Fiscal Year (FY) 2023/24 Capital Budget for the Recreation and Parks Fund with an available budget of \$30,000. While the proposed grant agreement requires a match that exceeds the currently approved project budget, there are available funds coming from savings from other projects within the FY 2023/24 Recreation and Parks Capital Budget to accommodate the required match. Additionally, the project may carry into FY 2024/25. Staff will monitor project progress and the FY 2023/24 Recreation and Parks Capital Budget. Should it become necessary, staff will agendize a formal FY 2023/24 budget augmentation at a future meeting or may include project budget in the FY 2024/25 Recreation and Parks Capital Budget depending on budget status and the pace of project completion.

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.

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 b: Identify and develop areas throughout the Park with adjacency to interconnected trails; and – Activity c: Continue ADA accessibility expansion and development of resources throughout the Park; and – Activity d: Begin efforts to renovate and improve the Pam Emmerich Memorial Pinedrop Trail; and – Activity e: Work with Placer County to help address transportation access to the Park.


ATTACHMENTS:

- Placer County TOT Funds Grant Agreement – Pam Emmerich Memorial Pinedrop Trail Extension – Planning and Design Project

MOTION: Approve Staff recommendation.

REVIEW TRACKING:

Submitted By: 
Justin Broglio
Public Information Officer

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

USE OF FUNDS AGREEMENT

North Tahoe Public Utility District

TR3 - Pam Emmerich Memorial Pinedrop Trail Extension – Planning and Design Project

This Use of Funds Agreement is made and entered into this 12 day of December 2023, by and between the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the North Tahoe Public Utility District, hereinafter referred to as "GRANTEE".

WITNESSETH:

WHEREAS, Grantee has submitted a proposal to County for the Pam Emmerich Memorial Pinedrop Trail Extension - Planning and Design Project, as described in Exhibit A, attached hereto and incorporated by this reference ("Grantee Project".)

WHEREAS, County collects Transient Occupancy Tax funds (hereinafter "TOT Funds") and has historically allocated some of those funds to implement priorities for eastern Placer County consistent with the Tourism Master Plan, Transient Occupancy Tax Investment Policy, and other guiding documents.

WHEREAS, the North Tahoe Community Alliance Board of Directors has recommended this project for TOT funding and the County has determined that the Grantee Project is an eligible project for the use of the TOT Funds.

WHEREAS, County desires to grant to Grantee TOT Funds in the amount of One-Hundred Thousand Dollars (\$100,000) to assist with implementation of the Grantee Project on the terms and conditions stated herein.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The Recitals listed above are incorporated into this Agreement.
2. County agrees to grant to Grantee TOT Funds in the amount not to exceed \$100,000 as outlined in the project budget attached hereto as Exhibit B.
3. Grantee shall request, no more frequently than quarterly, payment from the County by submitting an invoice form with appropriate documentation including receipts, paid invoices and/or labor rates and hours or other allowed costs as outlined in Exhibit B.
4. Grantee shall provide proof of match with each invoice including receipt, labor hours, paid invoices and any other necessary back-up documentation as may be reasonably requested by County.
5. All invoices submitted to the County shall include a written progress report on the Grantee Project on a quarterly basis and in a format provided by the County, including an accounting of the use of the TOT Funds. TOT Funds will be withheld

if a progress report is not provided. Progress report deadlines are March 31, June 30, September 30 and December 31.

6. Within sixty (60) days of final design package, Grantee shall provide a final report on the project.
7. Grantee shall use TOT Funds exclusively for the Grantee Project. During the use of TOT Funds for the Grantee Project, Grantee shall recognize in its final budget that the Grantee Project was funded in part by TOT Funds granted by the County and recommended by the North Tahoe Community Alliance. The "TOT-TBID Dollars At Work" logo shall be provided to the Grantee (Exhibit C) and shall be included in the same manner as recognition provided to other Grantee Project funding entities. Upon construction of the future trail project, the "TOT-TBID Dollars At Work" logo shall be included on trail signage on-site for a minimum of three years.
8. The Grantee Project shall be recognized into Grantee's budget no later than December 31, 2024, unless County grants an extension in writing. Any TOT Funds not implemented into its budget for the Grantee Project by December 31, 2024 shall be returned to the County, unless extended in writing by the County.
9. Grantee shall comply with all laws, rules and regulations applicable to the Grantee Project and use of the TOT Funds.
10. All property and/or improvements purchased and/or installed by Grantee pursuant to this Agreement shall become the sole and separate property of Grantee as of the time said property and/or improvements are installed.
11. Grantee agrees that funds granted to it for the implementation of the Grantee Project shall not be used for any purpose not specified in this Agreement.
12. Grantee shall keep detailed accounting records in accordance with generally accepted accounting principles and as may be otherwise reasonably requested by County. County shall have the right to inspect said records at any reasonable time.
13. All notices to either party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to the Grantee or County at:

Grantee: North Tahoe Public Utility District
875 National Avenue
P.O. Box 139
Tahoe Vista, CA 96148

County: Placer County Executive Office
Attention: TOT-TBID Manager
P.O. Box 1909
Tahoe City, CA 96145

Either party may amend its address for notice by notifying the other party in writing.

14. Grantee shall save, keep, hold harmless, defend, and indemnify County from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omission of Grantee, any of Grantee's employees, agents, representatives, contractors and/or subcontractors. Grantee shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before or after its completion and final acceptance.

If any judgment is rendered against County for any injury, death or damage caused by Grantee as a result of work performed or completed, pursuant to this Agreement, Grantee shall, at its own expense, satisfy and discharge any judgment.

As used above, the term County means the County of Placer, its officers, agents, employees, and volunteers.

15. Grantee shall maintain at all times during the performance of this Agreement insurance coverage in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability and One Million Dollars (\$1,000,000) workers' compensation. Grantee shall provide additional insured endorsements naming the County in a form satisfactory to the County's Risk Manager.
16. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all entities to whom the property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.
17. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it shall not affect the validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant or condition contained herein shall not constitute a waiver of any subsequent term, covenant or condition contained herein.

18. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.
19. The parties agree that this Agreement may be extended and TOT Funds provided in one or more subsequent calendar years upon the mutual written agreement of both parties. Any such extension shall be documented in an amendment hereto executed and authorized by both parties in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

County of Placer: "COUNTY"

By:

Print Name: _____

Its: _____

Date: _____

Approved As To Form:

County Counsel Date

North Tahoe Public Utility District: "GRANTEE"

By:

Print Name: _____

Its: _____

Date: _____

Exhibit List: Exhibit A - Grantee Project
 Exhibit B – Grantee Budget
 Exhibit C – TOT-TBID Dollars at Work Logo

EXHIBIT A: Project Description and Tasks

TR3 - Pam Emmerich Memorial Pinedrop Trail Extension - Planning and Design Project

Project description: The North Tahoe Public Utility District is seeking funding for the planning and design of an extension of the Pam Emmerich Memorial Pinedrop Trail. This project will prepare the NTPUD for the future construction of the trail extension, which will connect both the Pam Emmerich Memorial Pinedrop Trail and the North Tahoe Trail to the North Tahoe Regional Park.

This agreement will fund the completion of a Final Design Package for a one-quarter mile segment of the Pam Emmerich Memorial Pinedrop Trail which includes the following tasks:

- Outline project scope
- Award design consultant contract for work including:
 - Geotechnical investigation
 - Preliminary design
 - Permitting requirement review
 - Final design including plans specs and cost estimate

North Tahoe Public Utility District will provide \$50,000 in matching funds as outlined in Exhibit B.

EXHIBIT B: Project Budget

TR3 - Pam Emmerich Memorial Pinedrop Trail Extension - Planning and Design Project

Pam Emmerich Memorial Pinedrop Trail Extension Planning and Design Project Budget			
	Amount	Source	
Total TOT Request	\$100,000	Grant request	
Total Match	\$50,000	NTPUD CIP Budget	
Costs:			
Contractors	\$150,000	Design Consultant	

EXHIBIT C: TOT-TBID Dollars at Work Logo
TR3 - Pam Emmerich Memorial Pinedrop Trail Extension - Planning and Design
Project





**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

Committee Agenda Item 3.c

DATE: February 13, 2024

ITEM: E-8

FROM: Planning and Engineering Department

SUBJECT: Authorize the General Manager to Execute a Professional Services Agreement with Lumos and Associates for the North Tahoe Regional Park Multi-Purpose Trail Connection Project

RECOMMENDATION:

Authorize the General Manager to execute a Professional Services Agreement in the amount of \$149,900 with Lumos and Associates to prepare construction documents for the North Tahoe Regional Park Multi-Purpose Trail Connection Project (Project #2484).

DISCUSSION:

On June 13, 2023, the North Tahoe Public Utility District (NTPUD) Board adopted the Fiscal Year (FY) 2023/24 Operating and Capital Improvement Budget. Within the adopted FY 2023/24 Recreation and Parks Capital Budget is \$30,000 for the initial design of the North Tahoe Regional Park (NTRP) Multi-Purpose Trail Connection Project.

On December 13, 2023, the Placer County Board of Supervisors approved a Transit Occupancy Tax (TOT) grant agreement for the District in the amount of \$100,000 to fund the planning and design of the NTRP Multi-Purpose Trail Connection Project. This grant is before the Board of Directors for consideration as Item E-7.

If approved, the TOT grant will provide the majority of funds necessary to complete the final design and position NTPUD staff to complete future grant applications to fund construction.

Based on Lumos and Associates' previous survey work in the North Tahoe Regional Park Planning and completion of trail projects for Placer County, Town of Truckee, and Tahoe City Public Utility District, the staff has identified their team as the most qualified firm to complete the design of this project. Staff met Lumos and Associates on-site to review the scope of work.

The full scope of design services includes completion of a topographical survey, geotechnical investigations, and preparation of drawings and specifications for all proposed improvements, including a new trail from the Lower Restroom to the Pam Emmerich Memorial Pinedrop Trailhead, new trail and stairs to the Ramada, retaining walls as necessary, and development of two (2) small plazas overlooking the lower fields. The proposed scope of work is attached to this memorandum.

FISCAL ANALYSIS:

This project is included in the FY 2023/24 Capital Budget for the Recreation and Parks Fund as Project #2484 with an available budget of \$30,000. Pending formal approval from the NTPUD Board of Directors, NTPUD will receive a TOT grant of \$100,000 to fund the planning and design of the NTRP Multi-Purpose Trail Connection Project. While the proposed contract exceeds the project budget, there are available funds coming from savings from other projects within the FY 2023/24 Recreation and Parks Capital Budget to accommodate the contract value. Additionally, the Project may carry into FY 2024/25. Staff will monitor project progress and the FY 2023/24 Recreation and Parks Capital Budget. Should it become necessary, staff will agendize a formal FY 2023/24 budget augmentation at a future meeting or may include project budget in the FY 2024/25 Recreation and Parks Capital Budget depending on budget status and the pace of project completion.

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 1: Increase accessibility of the Park – Activity b: Identify and develop areas throughout the Park with adjacency to interconnected trails; and – Activity c: Continue ADA accessibility expansion and development of resources throughout the Park; and – Activity d: Begin efforts to renovate and improve the Pam Emmerich Memorial Pinedrop Trail; and – Activity e: Work with Placer County to help address transportation access to the Park.

ATTACHMENTS:

- Lumos and Associates, North Tahoe Regional Park Trail Extension Proposal for Engineering Services.

MOTION:

Approve Staff Recommendation

REVIEW TRACKING:

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

Reviewed By: 
Vanessa Van Cleave
Chief Financial Officer



Lake Tahoe

312 Dorla Court, Suite 202 | PO Box 890
Zephyr Cove, Nevada 89448
775.588.6490

December 12, 2023

Via email: nchorey@ntpud.org

Mr. Nathan Chorey
North Tahoe Public Utility District
875 National Ave.
Tahoe Vista, CA 96148

***Subject: North Tahoe Regional Park Trail Extension
Proposal for Engineering Services***

Dear Mr. Chorey:

Lumos and Associates, Inc. is pleased to provide the North Tahoe Public Utility District (NTPUD) with this proposal for engineering and related services for the extension of the North Tahoe Regional Park Trail system.

Project Understanding

The proposed project is located on an approximately 102.1 acre site (APN: 112-010-015-000) at 6600 Donner Rd. in Tahoe Vista, CA 96148. More generally, the project is located entirely within the North Tahoe Regional Park limits, and provides an extension from the existing Pam Emmerich Memorial Pinedrop Trail to the existing park restrooms, ballfields, and pavilion. It is our understanding that the scope of work for this project is to provide topographic survey, geotechnical investigation, civil and structural design, and bidding assistance for the construction of approximately 0.25 miles of trail extension, crosswalks, accessible routes, and plaza connections to existing staircases to the baseball fields. We propose the following tasks to assist you with your project:

Project Scope

Task 1 – Topographic Survey

Lumos & Associates, Inc. will perform a topographic survey of the site as illustrated in Figure 1. The survey will locate existing pavement grades, curb and gutter, sidewalk, building corners, visible utilities, fences, landscape areas, existing trees 12" DBH and larger, and other necessary surface features. Existing ground elevations will be established at one-foot contour intervals, and a topographic map of the site will be prepared for use during the civil design phases. During the field survey of the site, a permanent benchmark will be established for use during construction of the site improvements. It has been assumed that no property boundaries will be needed, as the scope of work is entirely within the existing park parcels.

Control for the project will be referenced to the California Coordinate System, Zone II, NAD83, modified to ground, and the vertical datum for the project will be referenced to NAVD 88.

The site needs to be clear from snow before we can begin the field surveying. Once we are able to begin the fieldwork, we anticipate needing 6-8 weeks to conduct the fieldwork and complete the mapping.

All fieldwork will be performed subject to California DIR Prevailing Wages for Placer County.

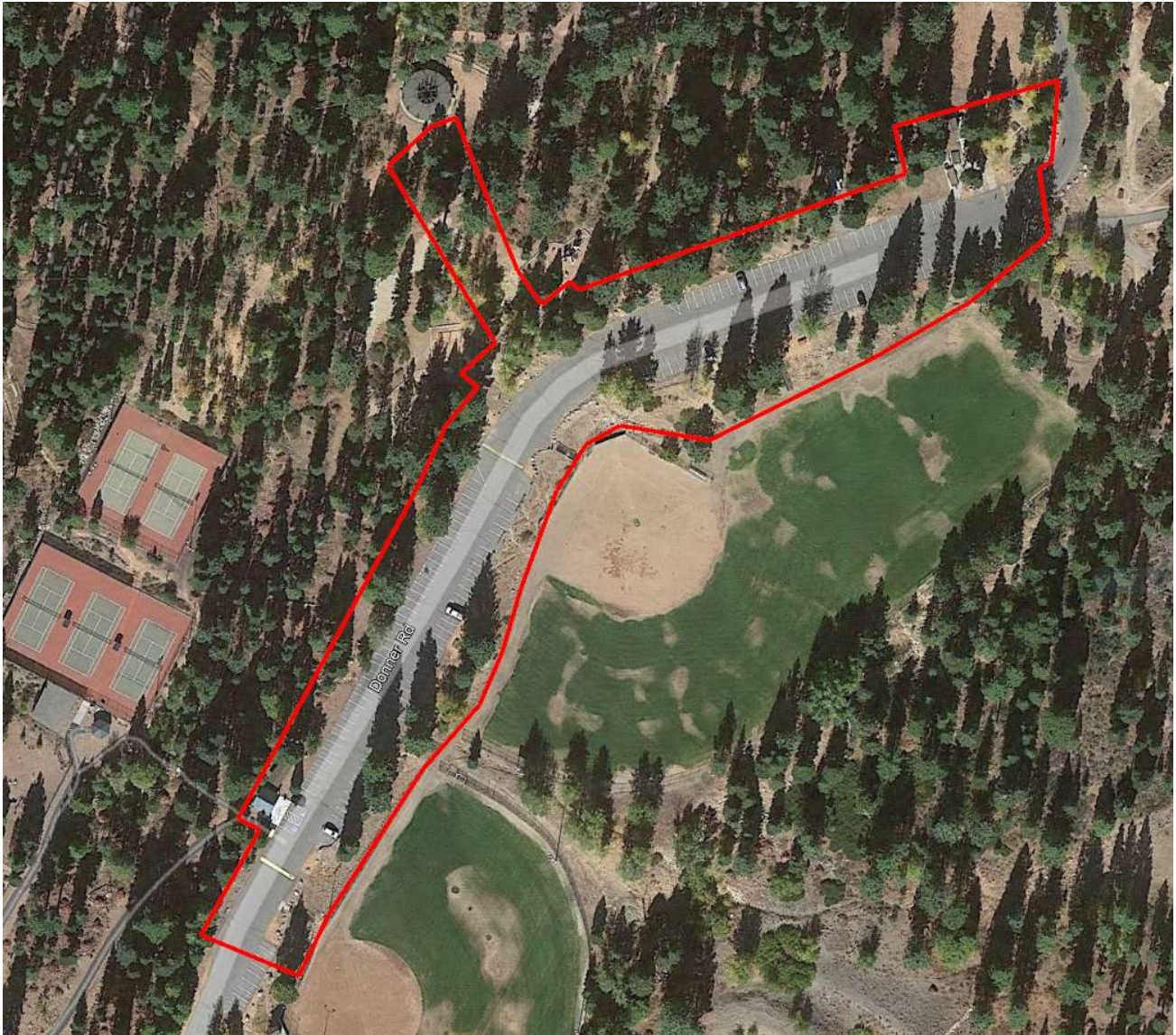


Figure 1 – Task 1 Topographic Survey Extents (Red Line)

Task 2 – Geotechnical Investigation

For the current Geotechnical scope of work, we propose a field investigation that will consist of test pit explorations at approximately six (6) locations along the proposed trail and at the plaza locations. Exploration depth will range from five (5) to fifteen (15) feet below ground surface, or practical

refusal, whichever comes first. We understand Lumos and Associates, Inc. will complete the USA Dig clearance, and will provide the excavation services.

Lumos and Associates, Inc. herein proposes to provide sampling of each exploration, classify the encountered soils in accordance with the Unified Soil Classification System (USCS), and conduct laboratory testing on the samples collected. Additionally, we propose to perform engineering analysis and calculations and develop a Geotechnical Investigation Report that will discuss the geologic setting, exploration and site conditions, field and laboratory test data, and our conclusions and recommendations from a Geotechnical perspective. Our Geotechnical Evaluation will specifically include the following services:

Field Investigation will include:

- USA Dig Clearance
- Location of Exploration Test Pits
- Logging of all Soil Profiles Based on USCS
- Water Table Measurement, if encountered

Laboratory analysis may include:

- Atterberg Limits
- Moisture Density Curve
- Grain Size Analysis (including fines content)
- R-Value
- Soluble Sulfates Content
- Soil PH and Resistivity
- Expansion Index
- Direct Shear

Report, Recommendations, and Conclusions

- Exploration Logs
- Soil Types and Classification
- Site Geology
- Laboratory Test Results
- Seismic Considerations
- Geotechnical Discussion
- Bearing Capacity and Settlement
- Grading Recommendations
- Foundation Recommendations
- Portland Cement Concrete Recommendations
- AC Trail Pavement Section Recommendations
- Construction Procedures
- Groundwater Level, if encountered

Our estimated fee for this task does not include any soil and/or groundwater contamination evaluation at the site. We have assumed that no permits are required to conduct our field investigation and/or tests, and that access to the property will be granted to our Field Engineer.

We can begin work within one (1) week of Authorization to Proceed. Fieldwork will take approximately one (1) day to complete. Laboratory testing will be assigned upon completion of the fieldwork, and may take one (1) to two (2) weeks. The analysis and report preparation is anticipated to take one (1) to two (2) weeks. Therefore, we have estimated a time frame of approximately three (3) to five (5) weeks – from Authorization to Proceed – to complete this project. However, verbal results may be provided, as they become available.

Task 3 – Stair Design

Lumos and Associates, Inc. will subcontract to Ferrell Civil Engineering (FCE) to a steel staircase to the from the playground area to the Ramada picnic pavilion. The stairs will be designed to match the recently constructed staircases servicing the nearby ballfields (Fields 1, 2, & 3) at the park.

FCE will provide the design of the steel stairs and handrails, including structural calculations, drawings, and details for permitting and construction. Structural calculations will be provided for all footings, stringers, handrail posts, girders, and joists, ensuring they can resist anticipated loads per the 2022 CBC. Calculations will be provided in report form. The drawings will include a foundation plan, framing plan, detail sheets, and technical specifications. Stair design will be included in deliverables at the 90% and 100% design submittals.

Task 4 – Structural Retaining Wall Design

Lumos and Associates, Inc. (Lumos) will provide the design for all associated retaining walls required for this project. These retaining walls will be comprised of either poured-in-place reinforced concrete, dry stacked rockery walls, or engineered block wall, as coordinated with NTPUD. The design of these walls will start at a retained height of 4' and will increase in increments of 2' until the maximum height required is obtained. This will provide the most efficient use of materials as possible. These retaining walls will be designed per the 2022 California Building Code (CBC) with local snow loading requirements.

Upon completion of the engineering calculations, construction drawings will be prepared and will include sections and details as required to construct the walls at the various heights. All plans and calculations will be stamped and signed by licensed California Professional Engineer.

Task 5 – Civil Improvement Plans

This task will include preparation of civil construction drawings for review by NTPUD and the Tahoe Regional Planning Agency (TRPA) for permitting of the project improvements. It is our understanding that NTPUD will act as its own permitting agency. Our development drawings for the onsite improvements will be prepared on 24"x36" format sheets, at a standard engineering scale, and will include:

- Cover Sheet
- Index sheet

- TRPA coverage calculations sheet
- Plan sheets
 - Identification of demolition items, tree removals utility relocations as necessary
 - +/-0.25 miles of 8-foot wide asphalt trail extension, designed to AASHTO shared-use paths design guidelines.
 - Two (2) paved/paver plaza seating areas
 - ADA accessible routes and striped crosswalks to the plazas and restrooms
 - Dimensions and grading as required for construction.
 - Property lines (per GIS data or ROW per record map calculations)
 - TRPA BMP Calculations
 - Coverage Calculations (based on existing coverage table to be provided by NTPUD)
- Trail and wall typical sections and details
- Details of drainage culverts, trail crossings, sewer pump station meter pedestal relocation (Liberty Utilities details), utility vault lid replacement, and connections to existing roads and parking areas
- Details of fencing, signs, and trail amenities

A conceptual trail alignment and plaza layout alternatives will be coordinated with NTPUD before beginning the design. Subsequent design coordination submittals will be made to NTPUD at 50%, 90%, and 100%. Deliverables for each phase will be as outlined below:

Conceptual Layout

- Conceptual level plans showing general trail alignment and two plaza design alternatives for consideration
- A brief memorandum will be provided outlining the advantages and disadvantages of each plaza alternative, considering tree removals, grading, potential cost impacts, accessibility, parking impacts, and any other notable discrepancies between the two alternatives

50% Design

- Schematic level design plans for preliminary review by NTPUD.
- List of technical specifications to be included

90% Design

- Permit level plans incorporating NTPUD comments from 50% design review
- Written response to NTPUD 50% design review comments
- Plans to be utilized for initial submittal to TRPA and NTPUD for permitting
- Technical specifications in CSI format
- Engineer's Estimate of Probable Cost

100% Design

- Construction level design plans
- Written response to NTPUD's comments from 90% design review
- These plans will be used for acknowledgement of TRPA permit to advertise the project for public bid
- Technical specifications in CSI format
- Updated Engineer's Estimate of Probable Cost

The design schedule will begin once topographic survey files prepared under Task 1 are completed, which will be dependent on seasonal snow melt in spring 2024. From the time the topographic mapping files are completed, we anticipate that we can provide a conceptual layout and associated

memo to NTPUD within 6 weeks. After the general path alignment and plaza concepts are determined between Lumos and NTPUD, we can provide the 50% design submittal to NTPUD in approximately 8 weeks. Once we receive initial review comments on the 50% submittal from NTPUD, we will incorporate those comments and progress the plans to 90% design level in approximately 8 weeks. Once any remaining NTPUD comments and TRPA permit review comments are received through the permitting review process, we will address these comments and finalize the plans for permit approvals and public bidding. 100% stamped design plans and structural calculations will be provided to NTPUD for permit submittals and bidding.

Task 6 – Bid Assistance

Under this task, we will provide assistance to NTPUD during the bid process, attend the pre-bid meeting, answer bidder questions, and prepare conformed plans. NTPUD will prepare the construction contract and bid documents, compiling them with technical specifications, drawings, and geotechnical report provided by Lumos & Associates for bidding. Addenda during the bid process will be assembled and issued by NTPUD with technical support from Lumos.

Task 7 – Reimbursables

Any fees or other associated project costs incurred by Lumos and Associates to obtain copies of previous plans or reports, additional mapping, mileage, permit fees paid by Lumos, or other unforeseen reimbursable expenses will be billed under this task at cost plus 15%. Additional production of plans and specifications as requested by the client will also be billed under this task on a time and materials basis in accordance with our current fee schedule.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- Proposed improvements will be located entirely within APN 112-010-015-000. Therefore, submittal to agencies other than those listed in the scope will not be required.
- This scope does not include preparation of a drainage report, or any other technical reports, aside from the geotechnical investigation.
- A boundary survey of the parcel is not included.
- All permitting fees will be paid by NTPUD directly.
- These trail extensions are not intended to provide accessible routes to the “Ramada” picnic pavilion or lower ballfields (Fields 1, 2, & 3). Proposed connectivity will be via existing and proposed staircases.
- It is understood that permit applications will be prepared by NTPUD. Agency submittals will be made by NTPUD, with plans and specifications provided by Lumos’ design team.
- It is assumed that there is sufficient land coverage available for the proposed improvements and a new land coverage analysis of the entire parcel will not be required. Lumos will show calculations for the proposed coverage from this project in addition to current coverage table data provided by NTPUD.
- Storm water quality best management practices (BMPs) per TRPA guidelines will be followed. No detention/retention basins, or underground storm drainage systems are proposed.
- We have assumed that the design will not require excavations or grading deeper than five feet. Therefore, no Soils Hydrology application will be required to TRPA. If a Soils Hydrology application is required by TRPA, Lumos can add this scope via addendum.

- Utility extensions are not included in the scope of this proposal.
- Landscape and irrigation design are excluded from this proposal.
- This proposal does not include electrical or site lighting design. NTPUD will complete the application, and pay any associated fees, for the relocation of the existing sewer lift station electrical meter pedestal through Liberty Utilities.
- Design of underground storm drain improvements beyond any required culverts to maintain existing drainage patterns, is excluded from this proposal.
- NTPUD will provide boiler plate general conditions and contract documents for bidding purposes.
- NTPUD will advertise, bid, award and manage the project during construction.
- Construction assistance is not included in this proposal. When the project goes to construction, a separate proposal and task order will be provided for construction phase services, which upon request, can include construction staking, inspection, and/or materials testing.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 1	Topographic Survey	\$18,800
Task 2	Geotechnical Investigation	\$8,000
Task 3	Stair Design	\$10,300
Task 4	Structural Retaining Wall Design	\$8,000
Task 5	Civil Improvement Plans	\$94,900
Task 6	Bid Assistance	\$7,900
Task 7	Reimbursables	\$2,000
Total:		\$149,900
Task 8	On-Call Services	T/M
Task 9	Construction Assistance	T/M

Lumos and Associates will be happy to amend this proposal as necessary to include any of these services.

If this proposal is acceptable, please execute the attached contract and provisions and return the same to our office. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

Lumos and Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos and Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Justin Sand', with a stylized, flowing script.

Justin Sand
Senior Project Manager

A handwritten signature in blue ink, appearing to read 'Tim Russell', with a stylized, flowing script.

Tim Russell, P.E.
Engineering Director

Cc: Jason Tokheim
Michael Craven
Donavan Rae
Mitch Burns
Dan Stucky