



**AGENDA AND MEETING NOTICE
OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT
DEVELOPMENT AND PLANNING COMMITTEE**

Monday, February 10, 2025 at 9:00 a.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
Development & Planning Committee

A meeting of the North Tahoe Public Utility District Development & Planning Committee will be held on Monday, February 10, 2025, at 9:00 a.m. at the North Tahoe Public Utility District 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 8:00 a.m. on Monday, February 10, 2025 will be distributed to the District Board Committee Members for their consideration at the meeting. 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 Development & Planning 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.*

3. TOPICS OF DISCUSSION

- a. [Review and Discuss Awarding a Construction Contract and Authorizing the General Manager to Execute the Agreement with Diablo Roofing, Inc. for the Administration Building Roof Improvement Project and Find that the Agreement is Exempt from the California Environmental Quality Act \(CEQA\) Under CEQA Guidelines § 15301 \(Existing Facilities\) – Recommendation to Full Board \(Pages 2-5\)](#)
- b. [Review and Discuss Authorizing the General Manager to Execute a Professional Services Agreement for the Pam Emmerich Memorial Pinedrop Trail Reconstruction and Extension Project – Phase 1 – Recommendation to Full Board \(Pages 6-18\)](#)
- c. [Review and Discuss Authorizing the General Manager to Execute Placer County Transient Occupancy Tax \(TOT\) Funds Grant Agreements for the North Tahoe Trail Access Improvement Project and for the Community Art and Gathering Space Project – Recommendation to Full Board \(Pages 19-37\)](#)
- d. [Review, Discuss, and Possibly Adopt Resolution 2025-03 – a Resolution Approving a Sole Source Procurement for Badger Meter Inc. E-Series Ultrasonic Water Meters and Authorize the General Manager to Execute a Purchase Order with Badger Meter for 2,815 E-Series Ultrasonic Water Meters – Recommendation to Full Board \(Pages 38-44\)](#)

4. ADJOURNMENT



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

Committee Agenda Item 3.a.

DATE: February 11, 2025

ITEM: F-4

FROM: Planning and Engineering Department

SUBJECT: Award a Construction Contract and Authorize the General Manager to Execute the Agreement with Diablo Roofing, Inc. for the Administration Building Roof Improvement Project and Find that the Agreement is Exempt from the California Environmental Quality Act (CEQA) Under CEQA Guidelines § 15301 (Existing Facilities)

RECOMMENDATION:

Award a construction contract and authorize the General Manager to execute the agreement with Diablo Roofing, Inc. for the Administration Building Roof Improvement Project in the amount of \$156,600; and authorize up to 10% of the construction contract, \$16,000 as construction reserves executable by the General Manager. Concurrently, find that approval of the Agreement is exempt from CEQA as repair, maintenance, and/or minor alterations of existing facilities.

DISCUSSION:

NTPUD's Administration Building's roof has experienced leaks from snow melt and ice damming. In recent years, District Staff has hired outside contractors to remove snow from the roof to prevent further damage. The Administration Building Roof Improvement Project will remove the existing composition shingle roof, add a bituthene membrane over the entire roof, improve the ventilation, expand the ice melt system, and install new composition shingles.

The project's engineering design was completed by BJG Architecture & Engineering. The design was completed in November 2024 and the project was publicly advertised for bids.

Construction Contract:

The project was advertised for bids on December 6 & December 13, 2024. The bid results are shown below.

- Bid Period: 12/6/2024 – 1/22/2025
- Bids Received: 5
- Base Bid Range: \$156,600 to \$290,000 (see table below)
- Engineer's Construction Estimate: \$236,250

Contractor	Bid Amount
Diablo Roofing, Inc.	\$156,600
GLA Morris Construction	\$283,458
L1R	\$290,000
Sustainable Living Builders, Inc.*	N/A
All About Building, Inc.*	N/A

*Sustainable Living Builders, Inc. and All About Building, Inc. bids were deemed non-responsive for failure to submit an original bid bond by the bid opening date & time.

The bids were reviewed by Staff and Diablo Roofing, Inc. is the lowest responsive bidder at \$156,600.

Award of this agreement is exempt from CEQA under CEQA Guidelines § 15301 as repairs, maintenance, and minor alterations of existing facilities. Staff will file a Notice of Exemption for the project.

Professional Services Contracts:

Multiple professional support services have been identified to ensure the successful delivery of the proposed project. These consultants provide industry-specific expertise to facilitate project completion. Staff will still oversee and maintain engagement in project delivery; however, the outside support services proposed allow Staff to additionally focus on other capital projects currently in the design and construction phases.

During construction, Staff's primary duties are to oversee day-to-day construction activities, ensure the project meets the District's specifications and objectives, and provide general project management. The specific roles and responsibilities of each consultant are as follows:

Vendor	Role/Responsibility	
BJG Architecture & Engineering	Engineering Services During Construction	QA/QC
Roof Inspection - TBD	Special Inspection – Roof Inspection	QA/QC

Construction Phase Costs:

The following table provides an estimate to complete the construction phase of the project. The table includes the capitalization of Staff costs associated with the execution of the project.

Construction Phase Costs

Diablo Roofing, Inc.	\$156,600	<u>Construction:</u> \$172,600 (82.3%)
10% Construction Contingency	\$16,000	
BJG Architecture & Engineering	\$12,000	<u>Professional Services:</u> \$22,000 (10.5%)
Roof Inspector	\$10,000	
NTPUD Staff	\$15,000	<u>Staff Time</u> \$15,000 (7.2%)
Total:	\$209,600	

The total projected construction cost is estimated to be \$209,600.

If awarded, the project will begin immediately with the issuance of contracts and review of material submittals from the contractor. The project will be scheduled to avoid periods of precipitation. Once construction commences, the project must be completed within 60 calendar days and no later than September 1, 2025.

FISCAL ANALYSIS:

The proposed Fiscal Year (FY) 2024-2025 Capital Budget includes \$250,000 for Administration Building Roof Improvements in the General & Administrative and Base Fund. The project construction phase costs are estimated to be \$209,600. There is sufficient budget to allow the completion of the Administration Building Roof Improvement Project. The remaining funds will remain in District reserves.

STRATEGIC PLAN ALIGNMENT:

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

Goal 4: Sustain and strengthen organizational resources, expertise, and culture – Objective F: Ensure the District's support facilities are well maintained and adequate for all operations.

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: 
Lori Pommerenck
Interim Chief Financial Officer



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

Committee Agenda Item 3.b.

DATE: February 11, 2025

ITEM: F-3

FROM: Planning and Engineering Department

SUBJECT: Authorize the General Manager to Execute a Professional Services Agreement for the Pinedrop Trail Reconstruction and Extension Project – Phase 1

RECOMMENDATION:

Authorize the General Manager to execute a Professional Services Agreement in the amount of \$131,200 with Lumos and Associates for the preliminary engineering design and support of the Pinedrop Trail Reconstruction and Extension Project.

DISCUSSION

On September 16, 2024, the North Tahoe Public Utility District (NTPUD) Board authorized the General Manager to execute Amendment 1 to the Placer County Transient Occupancy Tax (TOT) Funds Grant Agreement, which increased the total grant amount from \$100,000 to \$600,000 for the Pam Emmerich Memorial Pinedrop Trail Extension – Planning and Design Project. This multi-year grant provides \$100,000 in year 1, \$100,000 in year 2, and \$400,000 in year 3 of the grant.

On February 13, 2024, the NTPUD Board of Directors authorized staff to utilize funds from year 1 of the grant (calendar year 2024) to hire Lumos and Associates to prepare construction drawings for the Pam Emmerich Memorial Pinedrop Trail extension from the trailhead to the lower restroom in the North Tahoe Regional Park.

This item is seeking authorization to utilize funds from year 2 of the grant (calendar year 2025) to hire Lumos and Associates to complete the preliminary engineering design of the Pinedrop Trail Reconstruction and Extension Project.

The full scope of design services includes the preparation of a survey base map, completion of the biological, cultural, and wildlife background studies, and the preparation of Preliminary Design Reports (PDR) to support the reconstruction of the existing Pam Emmerich Memorial Pinedrop Trail and the trail extension to the existing Snow Creek Trail system at National Avenue. The Trail Extension PDR will complete an alternative analysis of three different potential trail extension alignments.

A separate Board action will be proposed at a future date to allocate funds from year 3 of the grant (calendar year 2026). Staff is optimistic year 3 will include the completion of the permitting and final construction documents for the Pinedrop Trail Reconstruction and Extension Project.

FISCAL ANALYSIS:

The preliminary engineering design scope is \$131,200. The project will be funded with the TOT grant in the amount of \$100,000 and \$31,200 in matching funds from the Recreation and Parks Capital Fund to complete this scope of work.

The District’s Capital Improvement Plan Pinedrop Trail Reconstruction Project has \$150,000 budgeted in Fiscal Year (FY) 2026/27 in the Recreation and Parks Fund. Due to the acceleration of the project from 2026/27, the project will be funded from savings from other projects within the FY 2024/25 Recreation and Parks Capital Budget to accommodate the contract value. Specifically, staff has identified the savings will be from the \$300,000 budgeted for Pickleball Plaza Improvements in FY 2024/25 that will not be expended this fiscal year. Additionally, the majority of the proposed project scope will be completed after July 1st and the FY 2025/26 budget will be revised to include the necessary funds and grant revenue for this project.

Staff will continue to monitor the Recreation and Parks Capital Budget and will agendize a formal budget augmentation at a future meeting, should doing so become necessary.

STRATEGIC PLAN ALIGNMENT:

Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective D: Utilize the North Tahoe Regional Park 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.

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: 
Lori Pommerenck
Interim Chief Financial Officer



Lake Tahoe

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

January 24, 2025

ATTACHMENT A
Via email: nchorey@ntpud.org
LA24.699

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

***Subject: Pinedrop Trail Reconstruction and Extension Project – Phase 1
Proposal for Professional Services***

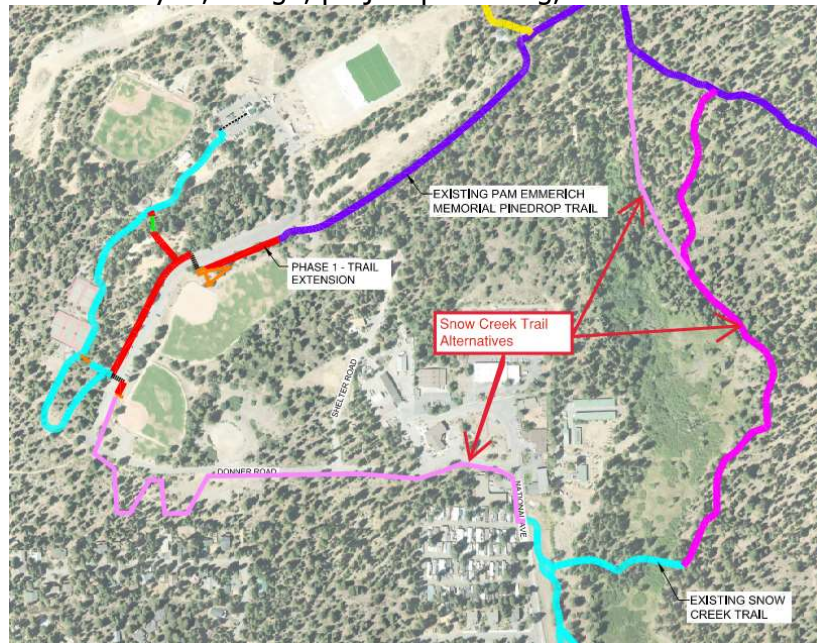
Dear Mr. Chorey:

Lumos and Associates, Inc. (Lumos) understands that North Tahoe Public Utility District (NTPUD) proposes to reconstruct and extend the Pam Emmerich Memorial Pinedrop Bike Trail. Lumos has partnered with Ascent Environmental, Inc. (Ascent) to provide the NTPUD with this proposal for preliminary survey, preliminary engineering, environmental studies, and related services necessary for the planning, design, and regulatory permitting of the Project.

NTPUD’s proposed trail improvements include:

- Reconstructing the Pam Emmerich Memorial Pinedrop Trail (approximately 1.25 miles), which would include:
 - pulverizing the trail in place and repaving along the existing alignment;
 - potentially adding several small culvert crossings to improve drainage across the existing trail; and
 - minor trailhead improvements, such as a slab and bench, where the trail splits from Pinedrop Lane, heading northwest.
 - potential re-alignment of short segments of trail
 - a review of bridge improvement alternatives
- Constructing an extension to the Pam Emmerich Memorial Pinedrop Trail to SR 267 but staying out of Caltrans right of way (approximately 500-ft).
- Constructing a new trail to connect the existing Pam Emmerich Memorial Pinedrop Trail to Placer County’s existing Snow Creek Trail along one of three potential conceptual alignments.

A separate Phase 2 design contract will be necessary to complete environmental clearances, survey, geotechnical analysis, design, project permitting, and final construction documents.



Project Understanding

The proposed trail improvements span across multiple public and private parcels, including United States Forest Services (USFS) property, and the North Tahoe Regional Park property, located at 6600 Donner Rd. (APN: 112-010-015-000) in Tahoe Vista, CA 96148. It is our understanding that the NTPUD seeks to rebuild and construct the trail improvements identified above as two separate projects utilizing a mix of grant funding and match funds from NTPUD. Land surveying, engineering design, environmental documentation, and permitting will be required for the proposed improvements. Based upon the timing of available funding, we have limited our scope and fees under this scope of work to services that can be completed in calendar year 2025. These services are limited to biological and cultural background studies, aerial LiDAR survey to establish site control and identify data needed for the subsequent design phase, and preparation of the Preliminary Design Report (PDR).

The existing Pam Emmerich Memorial Pinedrop Trail, proposed for reconstruction, is located within an easement on National Forest System lands managed by the US Forest Service, Lake Tahoe Basin Management Unit (LTBMU). NTPUD would like to extend the trail approximately 500 feet along Pinedrop Lane to the right-of-way of SR 267, which could involve crossing private property, additional NFS lands, or county-managed roads. This portion of trail and the rebuild require compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).

There are several possible alignments for the Snow Creek Trail Connector, which could cross California Tahoe Conservancy, county, private, and NFS lands. The Snow Creek Trail Connector alternatives need further evaluation to select the preferred alignment, which will require compliance with CEQA and NEPA, if NFS lands are affected.

A Special Use Permit from LTBMU is required to construct the proposed trail improvements on NFS lands. It is also anticipated that a Tahoe Regional Planning Agency (TRPA) permit, compliance with the Tahoe Construction General Permit, and a Placer County Encroachment Permit will be required.

The work is anticipated to be phased to correspond with available funding in 2025 and 2026. Environmental documentation and permitting will be proposed under a subsequent proposal for services in 2026. However, we will need to determine whether the Pam Emmerich Memorial (Pinedrop Trail) and the Snow Creek Trail Connector will be considered as a single project and evaluated in the same CEQA and NEPA documents and project permits, or separately. We would like NTPUD to be aware that the timing of environmental documentation and permitting approvals, as a result of phasing this scope of work, may push commencement of construction to the 2027 construction season.

Task 1: 2025 Project Management & Meetings

Our team will provide project administration and management activities during the full course of the work. Activities related to project safety, quality control, contract and subcontract administration, project accounting, project billing, and maintaining the project administrative record will occur under this task. It will also cover miscellaneous management and administrative activities performed at the direction of the NTPUD and LTBMU.

Under this task we will coordinate schedules, data needs, progress updates, and deliverables as directed. This task assumes that Lumos and Ascent will participate in a virtual kickoff meeting, periodic virtual coordination meetings, and one site visit following the kickoff meeting. USFS, TRPA, County, and other permitting will occur under Phase 2. However, if meeting with those agencies are required in Phase 1, we can attend per NPTUD request under our On-Call Services task.

Task 2: Survey Base Mapping

Lumos will prepare a project topographic basemap from a combination of remote sensing data (aerial LiDAR and photogrammetry) flown specifically for the project. This allows the collection methods to be tailored to the project needs, and the base map will be on the same survey control and coordinate base as the existing mapping of the North Tahoe Regional Park. The datum is referenced modified ground state plan coordinates (NAD83, 2011) and NAVD 88. The following methods will be used to create the base map:

LiDAR. LiDAR data will be collected with a City Mapper H2 sensor at +/- 16 points per square meter – estimated vertical accuracy +/- 5.0cm (RMSE).

Digital Terrain Modeling & Contour Generation. A digital terrain model (DTM) will be taken from the LiDAR data for use in interpolating a one-foot contour interval. The DTM will be produced with enough detail to accurately generate the contour topography. This data will be comprised of LiDAR generated Keypoints. Contours and spot elevations will be generated from the DTM for visually interpreting the terrain. Contours with a one-foot interval will be provided with every fifth contour shown and annotated as an index contour.

Flying and Photography. 2 flight lines and 26 color images with a 4cm ground sampling distance will be acquired with a Vexcel Ultracam Eagle Mark 3 digital sensor. All photography will have a minimum 60% forward overlap and 20% sidelap.

Analytical Aerotriangulation (AT). Fully digital analytical aerotriangulation will be necessary to extend control throughout the Project photography. Supplemental points will be measured on the digital images using Cardinal Systems VRTwo workstation. The least squares bundle adjustment computations will be performed using Cardinal Systems VRAT software.

Digital Orthophotography. LiDAR DEM data will be used in the orthophoto processing to correct all images for horizontal displacement due to relief and camera tilt. Digital image rectification will be performed using Cardinal Systems VROrtho software. Each image will be geocoded so as to appear in the correct geographic location when viewed and output as uncompressed TIFF files with associated World Files for georeferencing to ground coordinates with a 0.25-foot pixel resolution.

Planimetric Mapping. Compilation of 1"=40' scale planimetric mapping will be performed from the Project photography. All visible planimetric features will be mapped and provided on individual layers names. Final planimetric mapping will be merged with the contour mapping and be provided as digital CAD files.

*Completion of all services is contingent upon weather conditions and FAA permission to access or encroach into controlled airspace.

Schedule: The site needs to be free from snow to have accurate remote sensing data. Once the site is clear from snow, Task 2 can be completed within 5 to 7 weeks, weather permitting.

Task 3: Biological and Cultural Background Studies and Field Work

Desktop analysis for Subtasks 3.1 through 3.3 will be completed shortly after initiation of the project to inform refinement of conceptual alignments for the Pam Emmerich Memorial Pinedrop Trail Reconstruction and Extension and Snow Creek Trail Connector to establish a project study area for resource survey purposes.

Subtask 3.1: Heritage/Cultural Resources Surveys & Report

Ascent will coordinate with LTBMU to obtain the necessary survey permit and cultural resources records that LTBMU may have for work on their lands. Ascent will also conduct a California Historical Resources Information System records search within a 0.25-quarter-mile radius of the project area at the North Central Information Center (NCIC). The NCIC records search will identify any known built environment or archaeological resources within or near the project site. Additionally, Ascent will contact the Native American Heritage Commission (NAHC) for a review of its Sacred Lands File. NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. Ascent will submit a project information letter and location map to each individual, tribe, and organization on the NAHC list, via email and/or certified letter.

Ascent's archaeologist will conduct an intensive pedestrian survey of the proposed trail. For the purposes of this proposal, it is assumed that two new archaeological sites will be identified and two site record updates will be required. This scope under this task does not include subsurface testing. Ascent will prepare a cultural resources technical report to summarize the results of the records search, survey findings, project implications, and discuss the cultural sensitivity of the area. Ascent will prepare a final cultural resources technical report based on comments from NTPUD and LTBMU.

The cultural resources technical report will comply with Section 106 of the National Historic Preservation Act. Federal compliance also necessitates the development of an Area of Potential Effect (APE) for the project. The APE will be developed in accordance with Section 106 (36 CFR 800.16[d]) and will consider potential direct, indirect, and cumulative impacts to historic properties located within the APE. The APE must include all jurisdictional waters, if any, within its boundaries. Ascent assumes that LTBMU will be responsible for the Section 106 consultation with the federally recognized tribes.

The technical report will also be CEQA-compliant, which will document the results of the CHRIS and NAHC searches, Native American outreach, and field survey, as well evaluations of any potential findings. The report will meet the Secretary of the Interior's Standards and Guidelines. If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, the report will be considered confidential; it may not be distributed to the public. To protect these sensitive resources, the confidential technical report must be made available only to qualified cultural resources personnel, the landowner, and project management personnel on a need-to-know basis.

Deliverables

- ▲ Draft and final cultural resources technical report summarizing heritage/cultural resources survey results
- ▲ Spatial data of the project area, survey coverage, and any cultural resources recorded or updated

Subtask 3.2: Botanical Surveys

Ascent botanists will review the LTBMU target list of sensitive and watchlist native plant species and invasive plants; State listed threatened and endangered, candidate, and species of special concern; and TRPA listed sensitive plants and will evaluate the potential for species occurrences in the project study area through review of known species distribution, elevation range, and habitat requirements.

Ascent botanists will prepare field maps; road, trail, and other access information; data forms that meet LTBMU's minimum database requirements specified in the LTBMU *Botany Survey Contractor Package*; and other materials. Field equipment used by botanists will include GPS devices preloaded with project study area boundaries and habitat layers and iPads running the Collector for ArcGIS application and preloaded with survey areas.

Reconnaissance level surveys will include the search for and verification of target plant species at known locations and in all suitable habitats. Surveys will be conducted during the blooming season of the target species. Any populations of sensitive or invasive botanical species found during surveys will be photographed in the field and their locations and extent recorded as polygons using a GPS data logger with submeter accuracy. Forest Service TESP Element Occurrence Field Forms will be completed for any special-status plant occurrences found on LTBMU managed lands. Invasive Species Infestation Field Forms will be completed according to LTBMU protocols for any invasive species

occurrences found on LTBMU managed lands. Survey work will be sufficient to support preparation of LTBMU technical specialist reports and CEQA/NEPA environmental documentation.

A draft and final map will be prepared documenting the results of the botanical surveys for review by LTBMU and NTPUD. Based on a review of National Wetlands Inventory data maintained by the US Fish and Wildlife Service, the Snow Creek Trail alignment options east of National Avenue would cross at least one drainage. Because it is anticipated that the crossing (and any others) could be designed to span and clearly avoid the drainage, this scope of work assumes a full aquatic resources delineation would not be required.

Deliverables

- ▲ Draft and final map and corresponding GIS shapefiles

Subtask 3.3: Wildlife Surveys

Ascent wildlife biologists will review the species lists from LTBMU, TRPA, State, and other sources and will evaluate the potential for species occurrences in the project area through review of known species distribution and habitat requirements.

Ascent wildlife biologists will prepare field maps; road, trail, and other access information; and other materials. Field equipment used will include GPS devices preloaded with project area boundaries and habitat layers and iPads running the Collector for ArcGIS application and preloaded with survey areas.

Reconnaissance level surveys will include all suitable habitats capable of supporting special-status species. Any populations of sensitive species or habitat found during surveys will be photographed in the field and their locations and extent recorded as polygons using a GPS data logger. Survey work will be sufficient to support preparation of LTBMU technical specialist reports and CEQA/NEPA environmental documentation.

A draft and final map will be prepared documenting the results of the wildlife survey for review by LTBMU and NTPUD.

Deliverables

- ▲ Draft and final map and corresponding GIS shapefiles

Task 4: Preliminary Design Report

Under this task, Lumos will prepare two separate Preliminary Design Reports (PDRs), one for the reconstruction/extension of the existing Pinedrop Trail and one for the proposed Snow Creek Connector trail. The PDRs will form the basis for the Project Description required for CEQA and TRPA review for each specific project.

The PDRs will document:

- the existing conditions,
- project objectives,
- basis of design,
- segments of trail that may need to be realigned (Pinedrop Trail Reconstruction),
- bridge recommendations (Pinedrop Trail Reconstruction PDR only),
- permitting requirements,

- property ownership, and
- alternative alignment analysis
 - the advantages and disadvantages of each of the three potential Snow Creek Trail connection alternatives, considering the environmental, historical, cultural, and biological findings from Task 3, as well as permitting requirements, constructability, cost, and any other notable discrepancies between the three alternatives.

We will include conceptual trail layout exhibits for coordination and to outline the Area of Potential Effect (APE) required for the studies outlined in Tasks 3 and subsequent permitting and approvals.

As part of this task, we will inspect the pedestrian bridge along Pinedrop Lane to assess any damage/corroded components and to develop recommendations for maintenance, repairs, or replacement if required. In providing these services, the following tasks will be performed:

1. Conduct a site visit for the purpose of a visual inspection of the bridge to generally document the condition and any associated deterioration. This will include the bridge decks, superstructure components, center concrete supports, and abutments.
2. Summarize the results of our inspection for inclusion in the PDR. The summary will include general recommendations and a construction cost opinion for any required repairs to assist NTPUD with future budgeting and scheduling of repairs/deferred maintenance.

Our fee under this task includes one meeting with NTPUD to review the draft PDRs and gather input before finalizing the report and recommendations for a general approach and alignment to complete a connection from the Pinedrop Trail to the Snow Creek Trail.

Deliverables

- ▲ Draft PDRs for review meeting with NTPUD
- ▲ Final PDRs w/ recommendations

Bridge and path inspections will take approximately 4 weeks to complete from authorization to proceed, and will be dependent on weather and snow cover. The paved path and bridge will need to be clear of snow for inspections to be performed. Compilation of the draft PDRs will take approximately 4-6 weeks from the time all inspections have been performed. The final PDRs will be able to be completed approximately 3 weeks following our review meeting with NTPUD comments and receiving final comments from NTPUD.

Task 5: On-Call Services

Lumos and Associates will be available to complete additional work and/or attend project meetings not otherwise specified in this scope of services and as requested by the client. Lumos shall receive written authorization from the client prior to commencing any work under this task. Work performed under this task will be billed on a time and materials basis in accordance with our current fee schedule.

Task 6: 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:

- Design of any structural improvements to the pedestrian bridge along Pinedrop Lane which may be recommended in the PDR are excluded from this scope, but can be added via subsequent proposal upon request.
- Geotechnical investigations, pavement core analysis, boundary survey, and design-level topographic survey mapping are excluded from this scope and are expected to be included in a subsequent proposal to progress the design.
- Caltrans Encroachment Permitting and submittals to agencies other than those listed in the scope will not be required. All permitting is expected to occur with Phase 2 and is not included in this scope unless added via Addendum.
- If proposed trail alignments cross Conservancy managed lands, the tentative project schedule may be impacted due to the approvals required.
- If aquatic resources are affected, a separate scope and fee to prepare the 401 Water Quality Certification and 404 USACE Nationwide Permit can be prepared if requested. If any other permits are required, they could be prepared under a separate scope and fee.
- All permitting fees will be paid by NTPUD directly. We assume that NTPUD will pay the fee (\$2,968.75 for an ND or MND in 2025) for the required California Department of Fish and Wilding filing with the Placer County Clerk-Recorder's office in 2025.
- These trails are not intended to provide ADA accessible routes to adjacent sites or amenities but will follow AASHTO design guidelines for Class I trail to the extent practicable.
- 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 beyond any required culverts to maintain existing drainage patterns, is excluded from this proposal.
- 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.
- Once the progress has progressed through design and permitting, NTPUD will provide boilerplate 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 can be provided for construction phase

services, which upon request, can include construction staking, inspection, and/or materials testing.

- The project base map in this phase will not include boundary information. Approximate boundary locations will be shown via the County GIS parcel database only.
- Supplemental ground-level topographic survey will be included in a future task, under separate proposal, as required for design of the proposed improvements once alignments and scope of drainage improvements have been identified through the efforts outlined above.

Fees

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

2025 Phase Fees

Task	Description	Fee
1	2025 Project Management & Meetings (Lump Sum)	\$14,500
2	Survey Base Mapping (Lump Sum)	\$34,200
3	Biological & Cultural Background Studies & Field Work (Lump Sum)	\$22,800
4	Preliminary Design Report (Lump Sum)	\$59,700
Total:		\$131,200
5	On-Call Services	T&M
6	Reimbursables	Cost + 15%

Anticipated Future Tasks (2026+)

Task	Description	Fee
7	Environmental Documentation	TBD
8	Permitting	TBD
9	2026 Project Management & Meetings	TBD
10	Topographic Survey	TBD
11	Geotechnical Investigation	TBD
12	Pinedrop Trail Reconstruction Design	TBD
13	Snow Creek Trail Connection Design	TBD
14	Bid Assistance	TBD

Only Tasks 1 – 6 are proposed under this letter proposal. All other tasks are shown to demonstrate the anticipated tasks required under a future amendment to this Agreement and separate letter proposal. Tasks 1 through 4 will be billed on a Lump Sum (fixed fee) basis. Task 5 will be billed on a time and materials (T&M) basis in accordance with our current fee schedule and Task 6 will be billed at cost plus 15% based on receipts furnished for reimbursable expenses incurred. Lumos and Associates will be happy to amend this proposal as necessary to include additional services upon request. This proposal is valid for 60 days and subject to change after that time.

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,



Justin Sand
Group Manager



Dan Stucky, P.E.
Director - Engineering

Cc: Michael Craven
Mitch Burns
Eric Hutchens
Dan Stucky

Engineering	Per Hour
Director	\$330
Group Manager	315
Senior Project Manager – Special Projects	285
Assistant / Project / Senior Project Manager	240/270/285
Staff / Project / Senior Hydrogeologist	215/230/240
Staff / Project / Senior Engineer	220/230/245
Assistant / Project / Senior Project Coordinator	170/210/225
Project / Senior Project Designer	190/200
Engineering Technician I / II / III	120/160/175
Construction	Per Hour
Director	\$330
Materials Engineering Manager	285
Assistant / Project / Senior Project Manager	240/270/280
Staff / Project / Senior Geotechnical Engineer	220/230/245
Construction Services Supervisor / Engineer	195/210
Assistant / Project / Senior Project Coordinator	170/210/225
Geotechnician	190
Inspector / Senior Inspector (includes nuclear gauge)	180/190
Construction Technician I / II / III	145/155/165
Materials Technician I / II / III (includes nuclear gauge)	115/145/155
Administrative Technician	105/115/125
Surveying	Per Hour
Director	\$330
Group Manager	315
Assistant / Project / Senior Project Manager	240/270/280
Staff / Project / Senior Surveyor	220/230/245
Assistant / Project / Senior Project Coordinator	170/210/225
Photogrammetrist / Photogrammetry Manager	170/205
GIS Analyst	170
Surveying Technician I / II / III	120/160/175
Party Chief	210
Administrative & Other Services	Per Hour
Administrative Support	\$145
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

- Fees for prevailing wage rate projects are available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2025. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

Committee Agenda Item 3.c.

DATE: February 11, 2025

ITEM: F-5

FROM: Office of the General Manager

SUBJECT: Authorize the General Manager to Execute a Placer County Transient Occupancy Tax (TOT) Funds Grant Agreements for the North Tahoe Trail Access Improvement Project and for the Community Art and Gathering Space Project

RECOMMENDATION:

Authorize the General Manager to execute two Placer County TOT Funds Grant agreements for: 1) \$472,500 for the North Tahoe Trail Access Improvement Project; and
2) \$250,000 for the Community Art and Gathering Space Project.

BACKGROUND:

The District submitted two applications for the 2024 North Tahoe Community Alliance (NTCA) – TOT/TBID Dollars at Work Program, Annual Grant Cycle for their review and consideration.

North Tahoe Trail Access Improvement Project –

- This application addresses the funding gap the District was working to close to complete construction of the North Tahoe Trail Access Improvement Project in the North Tahoe Regional Park.
- This project will extend the Pam Emmerich Memorial Pinedrop Trail through the lower portion of the Park, from the trailhead to the lower restrooms, significantly improving access to the trail and dramatically reducing pedestrian/bicycle and vehicle conflicts and safety concerns. Additionally, it will replace the final set of failing wooden access stairs in the Regional Park located near the Ramada.
- This District previously secured a \$1,029,005 construction grant from the California State Parks Habitat Conservation Fund in 2023.
- Although the District requested \$525,000 in our original application, that amount was reduced by 10% to \$472,500 at the request of Placer County and the NTCA. A 10% reduction was requested for all the Trail projects awarded in the 2024 Annual Grant Cycle.

Community Art and Gathering Space Project –

- This application focuses on helping the District complete community gathering space adjacent to the tennis and pickleball courts in the North Tahoe Regional Park, as originally envisioned and requested by the community as part of the Tennis and Pickleball Facility Project completed in 2023.

- The District requested \$250,000 to complete the construction of the community gathering space portion of the project.
- The District is currently pursuing additional grant funding to allow the installation of a public art piece in the new gathering space. Importantly, installation of public art is not a required element of the TOT grant scope of work.

At their November 21, 2024, meeting, the NTCA’s TOT Advisory Committee approved both of the District’s original grant requests for full funding, \$525,000 and \$250,000.

At their December 4, 2024, meeting, the NTCA Board of Directors approved both of the District’s grant requests but with reduced funding for the trail project, \$472,500 and \$250,000.

At their January 21, 2025, meeting the Placer County Board of Supervisors approved the use of Transient Occupancy Tax Funding for both of the District’s grant requests at \$472,500 and \$250,000.

FISCAL ANALYSIS:

North Tahoe Trail Access Improvement Project –

- The proposed grant requires a 77% match from the District in the amount of \$1,608,136.
- In 2023, the District secured a \$1,029,005 construction grant from the CA State Parks Habitat Conservation Fund for this project.
- The total District funds required to match the proposed grant is \$579,131.
- This project is included in the District’s Capital Improvement Plan for Recreation and Parks with a total of \$650,000 allocated across Fiscal Year (FY) 2024/25 – \$150,000 and FY 2025/26 – \$500,000.

Community Art and Gathering Space –

- This proposed grant requires a 31% match from the District in the amount of \$154,817.
- This project is included in the FY 2024/25 Capital Budget for Recreation and Parks with an available budget of \$300,000.
- The Community Art portion of this project is currently unfunded and the District is aggressively pursuing additional state and local grant resources for art installations. Importantly, installation of public art is not a required element of the TOT grant scope of work.

If both grants are approved, both projects’ Capital Budgets will be updated for FY 2025/26 to reflect the full cost of the project along with the corresponding grant revenue identified in the Operating Budget.

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 Agreements –
 - North Tahoe Trail Access Improvement Project
 - Community Art and Gathering Space 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

This Use of Funds Agreement is made and entered into this 21 day of January, 2025, 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 the County for the North Tahoe Trail Access Improvement 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 the Tourism Master Plan for eastern Placer County consistent with the Transient Occupancy Tax Investment Policy.

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 \$472,500 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 \$472,500 as outlined in the project budget attached hereto as Exhibit B.
3. Grantee shall request, no more frequently than monthly, 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 progress report to include status on deliverables, schedule and budget and in a format provided by the County. 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. Grantee shall provide 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 status report is not provided. Status report deadlines are April 30, July 31, October 31 and January 31.
7. Within sixty (60) days of project completion, Grantee shall provide a final report on the project.
8. 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 implementation of 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. This includes signage during construction of the project and signage post-completion on the site for a period of at least three years.
9. Grantee shall provide a copy of the North Tahoe Public Utility District Board of Directors approval of construction contract or bid for construction by August 1, 2025 to be realized into the budget.
10. The Grantee Project shall be recognized into Grantee's budget no later than December 31, 2025, unless County grants an extension in writing. Any TOT Funds not implemented into its budget for the Grantee Project by December 31, 2025 shall be returned to the County, unless extended in writing by the County.
11. Grantee shall comply with all laws, rules and regulations applicable to the Grantee Project and use of the TOT Funds.
12. 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.

13. 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.
14. 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.
15. 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
 P.O. Box 1909
 Tahoe City, CA 96145

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

15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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 Scope

F2- NTPUD North Tahoe Trail Access Improvement Exhibit A
North Tahoe Public Utility District

Project description: The North Tahoe Public Utility District is seeking funding for the construction the construction of a one-quarter mile extension of the Pam Emmerich Memorial Pinedrop Trail. The Pam Emmerich Memorial Pinedrop Trail is a 1.5-mile paved trail that connects the North Tahoe Regional Park to the Kings Beach community, via Pinedrop Drive (accessed from Highway 267). The trail's primary trailhead (constructed in 2023 with support from Placer County, the North Tahoe Community Alliance, and California State Parks Habitat Conservation Fund) is located in the North Tahoe Regional Park at 6600 Donner Road in Tahoe Vista.

This agreement will fund construction of Community Art and Gathering Space Project which includes the following tasks:

- The completion of the construction of the trail extension and any associated plazas, crosswalks, and traffic calming devices
- The completion of the design and installation of all trail signage.

North Tahoe Public Utility District will provide \$1,558,336 in matching funds as outlined in Exhibit B.

EXHIBIT B: Project Budget

NTPUD North Tahoe Trail Access Improvement		
Project Budget		
	Amount	Source
Trail Construction	\$1,794,030	
Permitting Fees	\$24,000	
Construction Administration	\$151,603	
District Project Management	\$113,702	
TOTAL	\$2,083,335	
Total TOT Request	\$472,500	Grant request
Match	\$1,029,005	California State Park Habitat Conservation Fund
Match	\$581,830	NTPUD CIP Budget

EXHIBIT C: TOT-TBID Dollars at Work Logo



USE OF FUNDS AGREEMENT

North Tahoe Public Utility District

This Use of Funds Agreement is made and entered into this 21 day of January, 2025, 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 the County for Community Art and Gathering Space 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 the Tourism Master Plan for eastern Placer County consistent with the Transient Occupancy Tax Investment Policy.

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 \$250,000 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 \$250,000 as outlined in the project budget attached hereto as Exhibit B.
3. Grantee shall request, no more frequently than monthly, 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 progress report to include status on deliverables, schedule and budget and in a format provided by the County. 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. Grantee shall provide 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 status report is not provided. Status report deadlines are April 30, July 31, October 31 and January 31.
7. Within sixty (60) days of project completion, Grantee shall provide a final report on the project.
8. 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 implementation of 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. This includes signage during construction of the project and signage post-completion on the site for a period of at least three years.
9. The Grantee Project shall be recognized into Grantee's budget no later than December 31, 2025, unless County grants an extension in writing. Any TOT Funds not implemented into its budget for the Grantee Project by December 31, 2025 shall be returned to the County, unless extended in writing by the County.
10. Grantee shall comply with all laws, rules and regulations applicable to the Grantee Project and use of the TOT Funds.
11. 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.
12. 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.

13. 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.
14. 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
P.O. Box 1909
Tahoe City, CA 96145

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

15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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 Scope

F2- NTPUD Community Art and Gathering Space Project
North Tahoe Public Utility District

Project description: This funding is for a permanent art installation, community gathering and educational space in the North Tahoe Regional Park. This project will provide an outdoor space to gather for special occasions, community events, sports tournaments, art events, receptions, and recreational programs. There will also be a designated area for educational and interpretive signage to help educate visitors and residents on the region's environmental sustainability activities and opportunities

This agreement will fund construction of the Community Art and Gathering Space Project which includes the following tasks:

- Design and complete construction of the community gathering space plaza and any associated elements.
- Design and installation of educational and inclusive interpretive signage.

North Tahoe Public Utility District will provide \$154,817 in matching funds as outlined in Exhibit B.

EXHIBIT B: Project Budget

Community Art and Gathering Space		
Planning and Design Project Budget		
	Amount	Source
Design	\$40,000	
Permitting	\$10,000	
Construction Administration	\$25,000	
District Project Management	\$20,000	
Project Construction	\$309,817	
TOTAL	\$404,817	
Total TOT Request	\$250,000	TOT
Total Match	\$154,817	NTPUD CIP Budget

EXHIBIT C: TOT-TBID Dollars at Work Logo





**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

Committee Agenda Item 3.d.

DATE: February 11, 2025

ITEM: G-3

FROM: Planning and Engineering Department

SUBJECT: Review, Discuss, and Possibly Adopt Resolution 2025-03 – a Resolution Approving a Sole Source Procurement for Badger Meter, Inc. E-Series Ultrasonic Water Meters and Authorize the General Manager to Execute a Purchase Order with Badger Meter, Inc. for 2,815 E-Series Ultrasonic Water Meters

RECOMMENDATION:

1. Adopt Resolution 2025-03, a Resolution of the North Tahoe Public Utility District Board of Directors designating certain products, brands or services pursuant to Public Contract Code Section 3400.
2. Authorize the General Manager to execute a purchase order in the amount of \$984,168.25 plus sales tax of \$71,352.20, totaling \$1,055,520.45, for the purchase of 2,815 Badger Meter, Inc. E-Series Ultrasonic Water Meters.

DISCUSSION:

The U.S. Department of the Interior's WaterSMART (Sustain and Manage America's Resources for Tomorrow) Program provides a framework for federal leadership and assistance to stretch and secure water supplies for future generations.

Through WaterSMART, the Bureau of Reclamation (Reclamation) leverages federal and non-federal funding to work cooperatively with states, tribes, and local entities as they plan for and implement actions to increase water supply sustainability through investments in existing infrastructure. Through water and energy efficiency grants, Reclamation provides financial assistance to support projects that result in quantifiable and sustained water savings, implement renewable energy components, and support broader sustainability benefits.

At the January 9, 2024 Board meeting, the Board authorized District Staff, via Resolution 2024-04, to submit an application and execute an agreement for this funding opportunity to provide up to \$500,000 in matching federal funds for the District's Smart Water Meter Project. The District received the Notice of Award on December 4, 2024 to receive \$500,000 in Federal assistance for the NTPUD Smart Water Meter Project and the General Manager signed the agreement in accordance with Resolution 2024-04.

The Smart Water Meter Project will replace all of our older positive displacement (analog) customer water meters with new ultrasonic flowmeters (digital) utilizing cellular

endpoints for data communication. The new water meters support water efficiency and conservation for customers in our District through a web portal that gives customers the power to manage their water use through easy-to-understand consumption graphs and configurable leak notifications and by providing timely, visual access to their water usage behavior. The District will receive water usage reports daily that will promote early leak detection and excessive water use, which will save water and money for the customers on their monthly water bills.

The District's water meters are standardized on the Badger Meter, Inc. product line beginning with replacements starting in 1999. The District has also installed about 300 new ultrasonic meters with cellular endpoints in the last several years as we have proven out that this meter and technology is suitable for our service area. These ultrasonic meters transmit meter reads through the cellular network to the cloud based BEACON Software that stores all the meter reads for billing. BEACON Software is home to the EyeOnWater® product that gives utility customers the power to manage their water use through easy-to-understand consumption graphs and configurable leak notifications, providing timely, visual access to their water usage behavior. The District is currently using BEACON and EyeOnWater software products to manage the water meter reads and usage.

FISCAL ANALYSIS:

The District has received a quote in the amount of \$985,168 plus sales tax of \$71,352.20, totaling \$1,055,520.45, for 2,815 E-series ultrasonic meters with cellular endpoints. The estimated total project cost to purchase and install the smart meters is \$1,640,000, with the District receiving \$500,000 in federal funding and utilizing \$1,140,000 in District funds. Delivery of the meters is currently quoted at 90-120 days. A separate contract for meter installation would be publicly bid, with a Board award targeted in the summer of 2025 and installation beginning in the fall of 2025.

The District's Capital Improvement Plan (CIP) has \$1,150,000 budgeted in the Water Fund for the Smart Metering Infrastructure Project in Fiscal Year (FY) 2027-28. No grant revenue was included in the budget because the grant had not been awarded at the time of Budget development and approval. Due to the acceleration of the project from FY 2027-28 to FY 2025-26, the 5-year CIP Budget will need to be realigned.

The District has the ability to accelerate and fully fund the project while meeting cash flow requirements and maintaining a prudent fund balance thanks to savings provided in the Water Fund via two major sources in FY 2024-25. The first is the unbudgeted \$743,497 fire suppression grant via the United States Forest Service to support the Brockway Drinking Water and Fire Protection Infrastructure Project. The second is an estimated \$492,190 in savings on the Brockway Drinking Water and Fire Protection Infrastructure Grant thanks to better than budget bid results and project savings. The two identified sources in the Water Fund total an estimated \$1,235,687.

If the purchase order is approved, the proposed CIP Budget realignment will be part of the Capital Budget process for FY 2025-26. The encumbrance for the meters will occur in FY 2024-25 to allow lead time for the materials to arrive in time for installation.

STRATEGIC PLAN ALIGNMENT:

Goal 1: Provide safe, efficient, sustainable water and wastewater services focusing on industry best practices and continuous improvement – Objective E: Actively advance the District’s consumer-facing public utility initiatives through community engagement – Tactic 1: Water loss, conservation, and drought mitigations – Activity b: Continue installation of cellular smart water meters to streamline the meter reading process and to allow customer access to real-time usage data.


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 5: Continue to monitor and pursue other grant opportunities to support District priorities.


ATTACHMENTS:

- Resolution 2025-03
- Badger Meter Inc. Water Meter Quote

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: 
Lori Pommerenck
Interim Chief Financial Officer

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT DESIGNATING CERTAIN PRODUCTS, BRANDS OR SERVICES PURSUANT TO PUBLIC CONTRACT CODE SECTION 3400

WHEREAS, the Board of Directors of the North Tahoe Public Utility District (“District”) is authorized by Public Contract Code section 3400(c) to make findings designating certain products, things or services by specific brand or trade name for the statutorily enumerated purposes; and

WHEREAS, Public Contract Code section 3400(c)(2) authorizes sole source procurement “in order to match other products in use on a particular public improvement either completed or in the course of completion”; and

WHEREAS, the District desires to procure new advanced meter infrastructure, particularly Two Thousand Eight Hundred and Fifteen (2,815) new advanced “E-Series” ultrasonic smart meters with Orion cellular endpoints from Badger Meter, Inc. and related system parts; and

WHEREAS, the District exclusively uses Badger Meter, Inc. meters installed in the District’s service area and seeks to replace its older analog meters; and

WHEREAS, approximately 300 Badger Smart meters with the “Badger Beacon” interface are already installed and will remain in use; and

WHEREAS, the District wishes to maintain compatibility between existing equipment and products currently utilized by procuring the new Badger Meters; and

WHEREAS, Badger Meter, Inc., is the sole distributor of the particular products identified above; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631); and

WHEREAS, the purchase of the Badger Meter E-Series Ultrasonic Meters with Orion Cellular Endpoints from its sole distributor, Badger Meter, Inc., as a sole source item will allow the District to ensure that the equipment is compatible with and matches the existing meter systems, in accordance with Public Contract Code section 3400(c)(2); and

WHEREAS, the total cost of this purchase is Nine Hundred Thousand Eighty Four Thousand, One Hundred Sixty Eight Dollars and Twenty Five Cents (\$984,168.25) plus applicable sales tax.

WHEREAS, the District will bid out the installation of the smart meters separately.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT, AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated herein.

Section 2. Findings. Based on the District's above-described review and Public Contract Code section 3400(c)(2), the Board of Directors finds the District must procure the aforementioned Badger Meter Inc. smart meters from its sole distributor, Badger Meter, Inc., for installation throughout the District's service territory.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT THIS 11th DAY OF FEBRUARY 2025, BY THE FOLLOWING ROLL CALL VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

**Sue Daniels, President
Board of Directors**

ATTEST:

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



Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

To **Customer ID 00044531**
NORTH TAHOE PUD
PO BOX 139
875 NATIONAL AVE
TAHOE VISTA
California , 96148

Ken Fischer

Pricing Effective Dates: 12-19-2024 - 06-18-2025

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007435 DAN GILLIAM	E-Series Ultrasonic Meters w/ ORION CELL C	PREPAY/NO CHARGE For SHIPMENTS > \$35,000 FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 100-2068 Cat String: EU-EBA-PXTX-E5-CA-19AE-A3Y2-XXTH-XX-B0A Description: E-Series SS, 3/4" (7-1/2), Thk Wshr, Enc, 4CXN2 ORION, 9D-0.01 Gal, SN Yr 9D & PBB, TT-10', BMI STD,	2500	207.65	519,125.00
2	BMI Part No.: 109-2372 Cat String: EB-ECA-PXTX-E5-CA-19AE-K3Y2-XXTH-XX-B0A Description: E-Series B-Alloy, 1"(10-3/4), Thk Wshr, Enc, 4CXN2 ORION, 9D-0.01 Gal, TS-766, SN Yr 9D & PBB, TT-10', BMI STD,	250	244.50	61,125.00
3	BMI Part No.: 100-2942 Cat String: EU-EDA-PXXX-E5-CA-19BE-A5Y2-XXTH-XX-B0A Description: E-Series SS, 1-1/2" EL(13), Enc, 4CXN2 ORION, 9D-0.1 Gal, SN Yr 9D & PBB, TT-10', BMI STD,	50	585.00	29,250.00
4	BMI Part No.: 100-1423 Cat String: EU-EEA-PXXX-E5-CA-19BE-A6Y2-XXTH-XX-B0A Description: E-Series SS, 2" EL(17), Enc, 4CXN2 ORION, 9D-0.1 Gal, SN Yr 9D & PBB, TT-10', BMI STD,	15	787.65	11,814.75
5	BMI Part No.: 103-6671 Cat String: E4-4E-AM-AG-TAAA-B0A Description: EP Only, For Enc, ORION CELL C, Thru Ld Instl Kit, TT-8in, Grnd/Ocean-Pause, BMI STD,	2815	128.90	362,853.50

Subtotal - USD	984,168.25
Total Price - USD	984,168.25

Notes and Assumptions

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review. This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>