



**NORTH TAHOE PUBLIC UTILITY DISTRICT  
Board of Directors Regular Meeting Agenda**

**North Tahoe Event Center  
8318 North Lake Boulevard, Kings Beach, CA**

**Tuesday, July 14, 2026, at 2:00 P.M.**

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

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

In addition, all written public comments received by 1:00 p.m. on July 14, 2026 will be distributed to the District Board Members for their consideration and all written comments will be included in the minutes. Pictures, graphics, or other non-written comments may be included in the minutes at the discretion of the Board of Directors. Written comments may be emailed to [mmoga@ntpud.org](mailto:mmoga@ntpud.org), mailed or dropped-off at NTPUD's Administrative Offices located at 875 National Ave., Tahoe Vista, CA. 96148.

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

**TIMED ITEMS ON THIS AGENDA**

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

**2:00 P.M.** Public Comment and Questions

**3:00 P.M.** Public Hearing Authorizing Annual Levy of Special Tax for  
Community Facilities District (CFD) 94-1

**3:05 P.M.** Public Hearing Authorizing Annual Lien Action for  
Delinquent and Unpaid Sewer and Water Accounts

- A. CALL TO ORDER/OPEN SESSION/PLEDGE OF ALLEGIANCE**
- B. REVIEW AGENDA –** *Agenda Items may be taken off the agenda or taken out of order.*
- C. PUBLIC COMMENT AND QUESTIONS (2:00 P.M.):** *Any person wishing to address the Board of Directors on items on the agenda or matters of interest to the District not listed elsewhere on the agenda may do so at this time. Please limit comments and questions to three (3) minutes since no action can be taken on items presented under Public Comment.*
- D. PUBLIC HEARINGS**
  - 1. AUTHORIZING ANNUAL LEVY OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT (CFD) 94-1 (Timed Item 3:00 p.m.) –** Adopt Resolution 2026-12 of the Board of Directors of the North Tahoe Public Utility District Authorizing the Levy of a Special Tax within Community Facilities District 94-1 for Fiscal Year 2026-2027 (Pages 4-22)
  - 2. AUTHORIZING ANNUAL LIEN ACTION FOR DELINQUENT AND UNPAID SEWER AND WATER CHARGES (Timed Item 3:05 p.m.) –** Adopt Resolution 2026-13 of the Board of Directors of the North Tahoe Public Utility District

Authorizing the Annual Lien Action for Delinquent and Unpaid Sewer and Water Charges (Pages 23-26)

- E. REPORTS TO THE BOARD OF DIRECTORS:** *Reports are informational only, and no action will be taken.*
1. Tahoe-Truckee Sanitation Agency (T-TSA) Report (Pages 27-28)
  2. Recreation & Parks Commission Report (Pages 29-32)
  3. Board Committee Reports
- F. CONSENT CALENDAR:** *Consent Calendar items are routine items which are approved without discussion or comment. If an item requires discussion, it may be removed from the Consent Calendar prior to action.*
1. Approve Accounts Paid and Payable for the period from June 9, 2026 – July 13, 2026 (Page 33)
  2. Approve the Regular Meeting Minutes of June 9, 2026 (Pages 34-39)
  3. Authorize the General Manager to File a Notice of Completion for the Speckled Avenue Water Service Line Replacement and Pressure Reducing Valve Project (Pages 40-41)
  4. Authorize the General Manager to Execute a One-Year Term Extension to the District Snow Removal Contract for Fiscal Year 2026-2027 (Pages 42-75)
  5. Approve a Revised Utility Operations Manager Job Description (Pages 76-88)
- G. GENERAL BUSINESS**
1. Review and Discuss the Secline Beach Enhancement Project – Update and Conceptual Designs (Pages 89-100)
  2. Receive Presentation and Possibly Adopt Resolution 2026-14, Adopting a Conflict of Interest Policy Covering Construction Manager/General Contractor Project Delivery Projects and Approving Utilization of Construction Manager/General Contractor Project Delivery Method for the National Avenue Water Treatment Plant Capital Improvement Project (Pages 101-122)
  3. Review and Discuss Proposed Amendments to the District's Water and Sewer Ordinances (Pages 123-258)
- H. MANAGEMENT TEAM INFORMATIONAL UPDATES:** *Reports are informational only, and no action will be taken.*
1. General Manager/CEO Report (Pages 259-263)
  2. Public Information and Community Outreach Report (Pages 264-275)
  3. Accounting Department Report for the month ending May 31, 2026 (Pages 276-318)
    - a. Monthly Financial Report
    - b. Treasurer's Report
  4. Recreation, Parks, and Facilities Department Report (Pages 319-322)
  5. Planning and Engineering Department Report (Pages 323-334)
  6. Utility Operations Department Report (Pages 335-338)
  7. Legal Report (Pages 339-340)
- I. BOARD COMMENTS**

**J. LONG RANGE CALENDAR (Pages 341-343)**

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

**L. CLOSED SESSION**

**1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION -**

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: State Water Board A023475, A023727, A024257

**2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 6610 N Lake Blvd, Tahoe Vista

Agency negotiator: Bradley A. Johnson, P.E. – General Manager/CEO

Negotiating parties: Tahoe Sands Time Share Owners Association

Under negotiation: Price and Terms of Payment

**3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Section 54956.9 – Name of case:**

*In Re, the Petition of Lauren Helwig, Placer Superior Court Case No. T-CV-0002835*

**4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Section 54956.9 – Name of case: NTPUD v.**

*California Department of Public Transportation, Placer Superior Court Case T-CV-0002823*

**5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Section 54957. Title: General Manager/CEO**

**6. CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Section 54957.6.**

Agency Designated Representative: Sue Daniels, President. Unrepresented Employee: General Manager/CEO

**M. ADJOURNMENT**



## NORTH TAHOE PUBLIC UTILITY DISTRICT

**DATE:** July 14, 2026

**ITEM:** D-1

**FROM:** Finance Department

**SUBJECT:** Public Hearing Authorizing Annual Levy of Special Tax for  
Community Facilities District 94-1

### **RECOMMENDATION:**

Adopt Resolution 2026-12, a Resolution of the North Tahoe Public Utility District Board of Directors, authorizing the levy of a special tax within Community Facilities District No. 94-1 for Fiscal Year 2026-2027.

### **DISCUSSION:**

Community Facilities District (CFD) No. 94-1 is a voter-approved Mello-Roos Special Assessment consisting of all taxable developed properties within the North Tahoe Public Utility District boundaries. The CFD was formed to provide park and facility operation and maintenance and some youth recreation programming. This is a primary funding source for the District's Recreation and Parks Department.

Resolution No. 2026-12 accepts and approves the Engineer's Report, sets the annual assessment amount, and directs Placer County to assess the county tax roll.

### **FISCAL ANALYSIS:**

This year's assessment is based on a two percent (2%) annual increase. The amount of the proposed assessment is \$114.96 per equivalent single-family unit. The amount of resulting revenue is \$729,162 less County processing fees.

### **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; and Objective B: Utilize the North Tahoe Regional Park (NTRP) as a community asset for passive and active recreation

Goal 3: Enhance District governance and partnerships – Objective A: Maintain best practices in public agency governance throughout all levels of the District; and Objective B: Ensure financial sustainability of the District.


**ATTACHMENTS:**

- Resolution 2026-12
- NTPUD CFD 94-1 Engineer’s Report

**MOTION:** Approve Staff Recommendation.

**REVIEW TRACKING:**

Submitted By:   
Patrick Grimes  
Chief Financial Officer

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

**RESOLUTION 2026-12**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT**  
**AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY**  
**FACILITIES DISTRICT 94-1 FOR FISCAL YEAR 2026-2027**

**WHEREAS**, the Board of Directors of the North Tahoe Public Utility District, pursuant to the requirements of Section 3114.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code, established Community Facilities District No. 94-1, for the purpose of funding the Recreation and Parks Department;

**WHEREAS**, the District has ordered the preparation and filing of an Engineer's Report with regard to assessments which are proposed to be levied on assessable lots and parcels of property with the Community Facilities District for providing park and facility operation and maintenance, recreation programming, and establishment of new facilities as warranted;

**WHEREAS**, the District Engineer has prepared and filed with the Clerk of the Board of Directors a report with regard to the annual assessments which are proposed to be levied on assessable lots and parcels of land within the Community Facilities District to pay for all or a portion of the costs of the recreation facilities and services financed by the Community Facilities District (the "Report");

**WHEREAS**, the amount of the assessment to be levied on each assessable lot and parcel in the Assessment District for Fiscal Year 2026-2027, as set forth in the Report, has been determined by the Engineer based on an increase at an authorized rate of two percent (2%) per annum in each succeeding Fiscal Year;

**WHEREAS**, the Board of Directors has determined that it is necessary that assessments be levied on all assessable lots and parcels in the Assessment District for Fiscal Year 2026-2027, as set forth in the Report;

**WHEREAS**, it is necessary to annually request and authorize direct charges be placed on the tax rolls pursuant to the Government Code Section 53340; and

**WHEREAS**, the County has required as a condition of the collection of said charges that the District warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

1. The Engineer's Report, which is on file with the Clerk of the Board of Directors, contains a full and detailed description of the boundaries of the

Assessment District and the proposed assessments upon the Assessable Parcels.

2. The amounts of the assessments to be levied on the Assessable Parcels for Fiscal Year 2026-2027 are as set forth in the Report.
3. That a certified list of all parcels subject to the special tax levy, including the amount of tax to be levied on each parcel for the tax year 2026-2027 shall be on file with the Clerk of the Board of the North Tahoe Public Utility District.
4. That the District hereby authorizes and requests the Placer County Auditor-Controller to attach for collection, utilizing the special assessment code, on the County tax rolls the aforementioned special tax levy.
5. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
6. The District releases and discharges the County, and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County on the property tax roll of any taxes, assessments, fees and/or charges on behalf of District.
7. In consideration for the County's collection of the charge through the County's property tax roll, the District agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's said taxes, assessments, fees and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes, assessments, fees and/or charges. District agrees that in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.
8. The District agrees that its officers, agents, and employees will cooperate with the County by responding to all inquiries referred to District by County from any person concerning the District's taxes, assessments, fees and/or charges and that District will not refer such persons to County officers and employees for response.

9. The District agrees to pay the County for the reasonable and ordinary charges to recoup its costs of placement and collection on the tax rolls at the agreed-upon rate of 1% of the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE NORTH  
TAHOE PUBLIC UTILITY DISTRICT THIS 14<sup>TH</sup> DAY OF JULY 2026, BY THE  
FOLLOWING ROLL CALL VOTE:**

**AYES:  
NOES:  
ABSTAIN:  
ABSENT:**

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**Sue Daniels, President  
Board of Directors**

**ATTEST:**

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

**CERTIFICATION**

I, Bradley A. Johnson, P.E., General Manager and Ex-officio Clerk of the Board of Directors of North Tahoe Public Utility District, certify that the foregoing resolution was adopted by the Board of Directors at a regular meeting held on the 14<sup>th</sup> day of July, 2026 by the following vote of the Directors:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of North Tahoe Public Utility District, this 14<sup>th</sup> day of July, 2026.

\_\_\_\_\_  
Bradley A. Johnson, P.E.  
General Manager/CEO/Ex Officio Clerk of the Board  
North Tahoe Public Utility District

**NORTH TAHOE PUBLIC UTILITY DISTRICT**

**COUNTY OF PLACER**

**STATE OF CALIFORNIA**



**COMMUNITY FACILITIES DISTRICT NO. 94-1  
(RECREATION DISTRICT)**

**ENGINEER'S REPORT  
FOR THE ANNUAL LEVY  
FOR FISCAL YEAR 2026-2027**

**July 2026**

Approved by the Board of Directors of the North Tahoe Public Utility District on the 14<sup>th</sup> day of July, 2026.

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General Manager/CEO/Ex Officio Clerk of the Board

**NORTH TAHOE PUBLIC UTILITY DISTRICT**  
**Community Facilities District No. 94-1**  
**(Recreation District)**

ENGINEER'S REPORT  
(FISCAL YEAR 2026-2027)

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# NORTH TAHOE PUBLIC UTILITY DISTRICT

## Community Facilities District No. 94-1

### (Recreation District)

WHEREAS, on April 11, 1995, the Board of Directors (the "Board") of the North Tahoe Public Utility District, California, pursuant to the requirements of Section 3114.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et.seq.*, (the "Act"), adopted its Ordinance No. 279, which levies a special tax on and to be collected from each parcel of real property in the North Tahoe Public Utility District (the "District") Community Facilities District No. 94-1 (the "CFD") for recreation services and the maintenance and operations of parks and facilities more particularly described in the Resolution;

WHEREAS, the undersigned as District Engineer has been directed to prepare and file a report pursuant to the Act;

NOW THEREFORE, the undersigned, by virtue of the power vested in me under the Act hereby submits the Engineer's Report consisting of the following Sections:

#### **Section 1**

A general description of the services, facilities and improvements to be funded.

#### **Section 2**

An estimate of that portion of costs for the services, operation and maintenance, including incidental costs and expenses, proposed for funding by the CFD 94-1 for Fiscal Year 2026-2027.

#### **Section 3**

A diagram showing the exterior boundaries of the maintenance assessment district and also by reference the lines and dimensions of each lot or parcel of land within the maintenance assessment district as they existed at the time of the passage of the Resolution, each of which lots or parcels having been given a separate number. For details regarding the boundaries and dimensions of the respective parcels and subdivisions of land within CFD 94-1 refer to the Placer County Assessor's Maps.

#### **Section 4**

A proposed assessment of a portion of the estimated cost of the services, operation and maintenance of the improvements, including the incidental costs and expenses, for Fiscal Year 2026-2027 upon each parcel of land within the Assessment District, in proportion to the estimated benefits to be received by such parcels from said services and improvements, is described herein and is set forth in detail upon the Assessment Roll on file in the Office of the District Clerk and made a part hereof.

Each lot or parcel of land assessed is described in the assessment list by reference to its parcel number as shown on the Assessor's Maps of the County of Placer for the fiscal year 2026-2027 and includes all of each parcel excepting those portions within existing public roads or right-of-way to be acquired in these proceedings for public road purposes. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County of Placer.

Dated: June 29, 2026



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Joseph J. Pomroy, P.E.  
Engineering & Operations Manager  
North Tahoe Public Utility District  
Engineer of Work

**NORTH TAHOE PUBLIC UTILITY DISTRICT**  
**Community Facilities District No. 94-1**  
**(Recreation District)**

**SECTION 1 - DESCRIPTION OF FACILITIES AND SERVICES TO BE FINANCED**

Improvements which can be funded by Community Facilities District No. 94-1 generally include:

The services consist of park and facility operation and maintenance, recreation programming and classes, sports facilities and tournaments, special events programming, establishment of new facilities as warranted, as follows:

All recreation, conference, parks, beaches and similar related facilities owned, maintained, or operated by the North Tahoe Public Utility District, now and in the future, including, but not limited to, the North Tahoe Regional Park, the Tahoe Vista Recreation Area, the North Tahoe Event Center, the National Avenue Community Center, and other District owned properties, and such recreation programs and classes, sports facilities and tournaments, and special events that shall appropriately meet the needs of users in the area served by the North Tahoe Public Utility District. New facilities as appropriate shall include the cost of engineering, planning, coordination, and cost incidental thereto.

**NORTH TAHOE PUBLIC UTILITY DISTRICT  
Community Facilities District No. 94-1  
(Recreation District)**

**SECTION 2 - ENGINEER'S COST ESTIMATE**

The cost estimate has been prepared containing the items authorized in Community Facilities District No. 94-1.

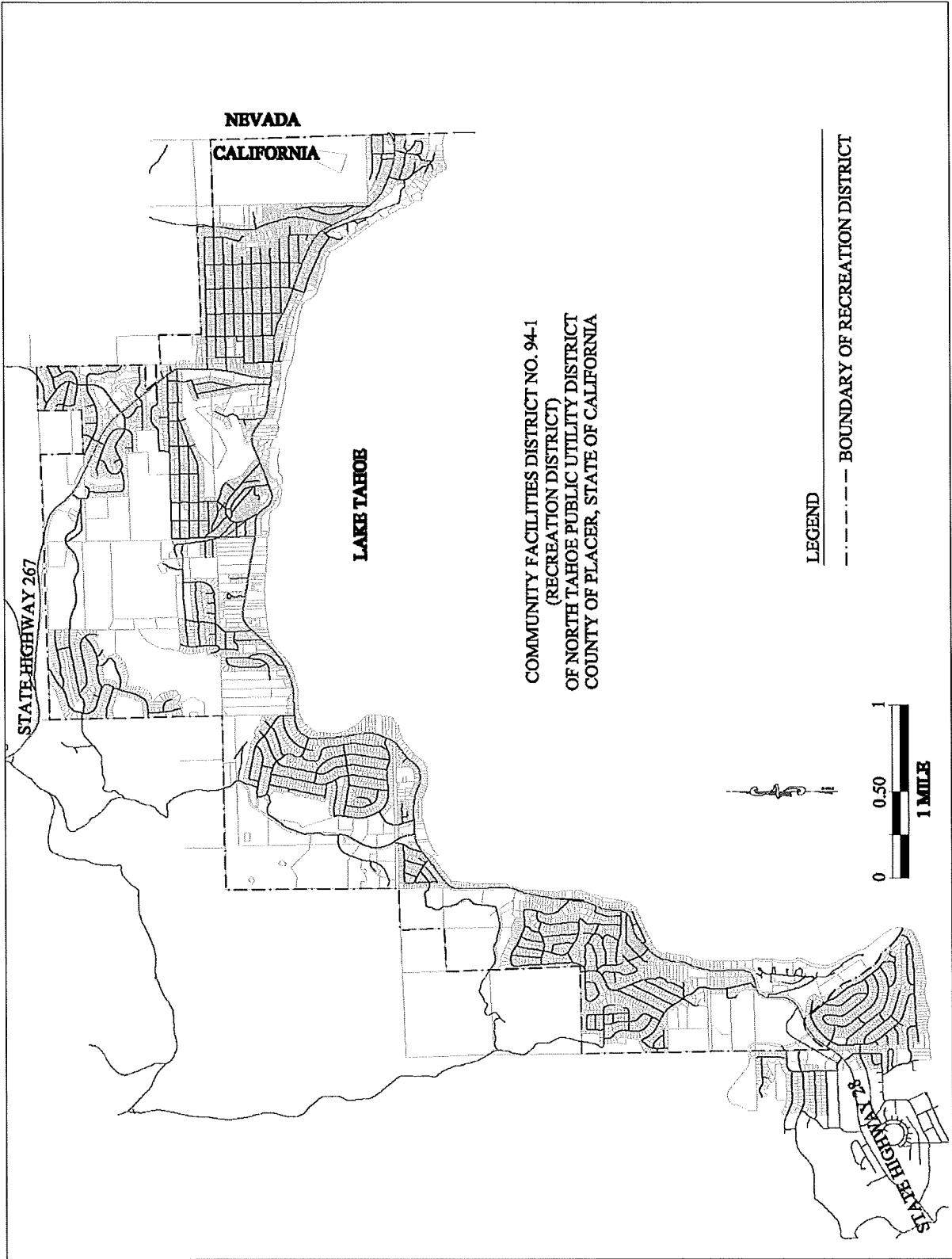
	<b>2027</b>	
	<b><u>Estimated use by program/facility</u></b>	
Contractual Fee	\$ 170,000	
Parks Base, Regional Operations & Maintenance	\$ -	
Regional Park	\$ -	
Recreation Programming	\$ 207,643	
Tahoe Vista Rec Area	\$ 96,901	
Event Center	<u>\$ 247,326</u>	
		\$ 721,870
Engineers Report		
Cost of Collection	<u>\$ 7,292</u>	
Total Incidentals		\$ 7,292
		<u>\$ 729,162</u>
CFD 94-1 Assessment For Fiscal Year 2026-2027		<u>\$ 729,162</u>

**NORTH TAHOE PUBLIC UTILITY DISTRICT  
Community Facilities District No. 94-1  
(Recreation District)**

**SECTION 3 - ASSESSMENT DIAGRAM**

A diagram showing the exterior boundaries of the maintenance assessment district and also by reference the lines and dimensions of each lot or parcel of land within the maintenance assessment district is included herein. For a more particular description of the boundaries of the North Tahoe Public Utility District and the maintenance assessment district, reference is hereby made to the District boundary description on file in the office of the Clerk of the Board of Directors. Each lot or parcel of land assessed is described in the assessment list by reference to its parcel number as shown on the Assessor's Maps of the County of Placer. The Assessor Maps being too bulky to be bound with this Engineer's Report, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder and or Assessor's Office of the County of Placer.

**NORTH TAHOE PUBLIC UTILITY DISTRICT  
Community Facilities District No. 94-1  
(Recreation District)**



**NORTH TAHOE PUBLIC UTILITY DISTRICT**  
**Community Facilities District No. 94-1**  
**(Recreation District)**

**SECTION 4 - METHOD OF ASSESSMENT**

The basic premise of the assessment spread is to distribute costs in accordance with the benefits received. The costs being spread are for the maintenance and operation of parks and facilities and programs used for public recreation activities. Each lot or parcel of land assessed receives a benefit to the extent that its value is enhanced by the operation and maintenance of the facilities. Since the facilities being maintained generally consist of landscaping, lighting, and outdoor improvements, all developed lots or parcels receive an equal benefit; in addition, certain developed commercial property derives a benefit from its enhanced value to customers.

Vacant properties, both residential and commercial, receive less benefit than developed properties. In fact, the major benefit to vacant land accrues only when the lot or parcel is developed. Under the current regulatory climate, it takes approximately two years to develop a vacant lot or parcel. Some vacant parcels are currently in escrow for sale to the California Tahoe Conservancy or are eligible to be sold to the California Tahoe Conservancy, rendering the parcels undevelopable. It is determined, therefore, that vacant parcels will benefit only if and when they are developed. Thus, vacant parcels are assessed zero; if a vacant parcel is developed within the assessment district, it would be assessed an amount consistent with the type of development.

**Assignment of ESFU**

To compute individual assessments (the "Special Tax"), benefits received by both residential and commercial parcels are defined in terms of equivalent single family units (ESFU). A lot or parcel with one single family residential unit is equivalent to 1.0 ESFU. A factor of 1.0 ESFU also applies to all condominiums and time-share units. Mobile homes and apartment units are assigned 0.75 ESFU. Duplexes are assigned 2 ESFUs, and triplexes are assigned 3 ESFUs. Commercial parcels are each given a minimum of 1.0 ESFU. Motels and lodges are allocated ESFUs in proportion to the number of rooms, cabins, or studios, categorized in four groupings as listed below. Stores with more than 1,000 sq ft of space are allocated ESFUs based on 1.0 ESFU per 1,000 sq ft. Restaurants are allocated ESFUs on the basis of 1.0 ESFU per 25 seats (inside and outside, with no adjustment for seasonal use).

Not later than July 15 of each calendar year, the District (or employee or agent thereof appointed for the purposes hereof) will assign a number of ESFU's to each property within the CFD for which there is a distinct Placer County Assessor Parcel Number. ESFU's will be assigned using the chart below according to the use of the parcel as of May 1 of the current calendar year. Parcels on which development is under construction on May 1 will be given the ESFU for the type of development for which the building permit has been issued. Parcels on which all development is demolished by fire, earthquake, landslide or other catastrophic causes on May 1 shall be deemed to be vacant.

**NORTH TAHOE PUBLIC UTILITY DISTRICT  
Community Facilities District No. 94-1  
(Recreation District)**

**ESFU Chart**

Below is a list of ESFU benefits according to the type of development:

<u>Type of Development</u>	<u>ESFU</u>	<u>Type of Development</u>	<u>ESFU</u>
Residential, Single family	1.00	Commercial, motels, 21-75 units	5.00
Residential, duplex or two residences	2.00	Commercial, motels, over 75 units	15.00
Residential, triplex or three residences	3.00	Commercial, restaurants, up to 25 seats	1.00
Residential, condominium, single family	1.00	Commercial, restaurants, over 25 seats	1.00 per 25 seats
Residential, mobile home, outside MH Park	1.00	Commercial, retail store, up to 1,000 sq ft	1.00
Residential, mobile home, inside MH Park	0.75	Commercial, retail store, over 1,000 sq ft	1.00 per 1,000 sq ft
Residential, apartments, per unit	0.75	Commercial, general business	1.00
Commercial, motels, up to 10 units	2.00	Vacant, all	0.00
Commercial, motels, 11 - 20 units	3.50		

**Maximum Special Tax**

The maximum Special Tax shall be \$62.42 per 1.00 ESFU for the Fiscal Year 1995-96 and thereafter increases at the rate of two percent (2%) per annum in each succeeding Fiscal Year, unless the Board, by Resolution, determines that in a particular Fiscal Year, the amount of increase shall be less than 2%, in which event the increase shall be at such a lesser amount as prescribed by the Board. For the Fiscal Year 2026-2027 the maximum Special Tax shall be \$114.96 per 1.00 ESFU.

**Duration of Special Tax**

The Special Tax shall be levied in the CFD until the Fiscal Year in which the District no longer provides the recreation facilities and services paid for with the revenue of the Special Tax.

**NORTH TAHOE PUBLIC UTILITY DISTRICT  
Community Facilities District No. 94-1  
(Recreation District)**

**Exemption from Special Taxes**

Parcels owned by the United States of America and the State of California, and any agency, department or mandatory thereof shall be exempt from levy of the Special Tax. The County of Placer, its agencies or departments, and any city, special district, including school districts or other political subdivisions of the State of California are exempt from levy of the Special Tax.

**Prepayment of Special Tax**

There shall be no right to prepay the Special Tax except during the Fiscal Year in which it is levied.

**Appeal Rights**

Any property owner who feels that the amount of their assessment is in error may file an appeal with the General Manager of the District. Only the computation of the Special Tax for a parcel or parcels of land may be appealed and only by the owner of such parcel or parcels. The District (or employee or agent thereof designated for such purpose) shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence about the amount of the Special Tax and make a decision within 60 days of the filing of the appeal with the District. Any such appeal is limited to correction of an assessment on the next-ensuing Fiscal Year billing and no cash refund shall be made (except for the last year of the Special Tax levy). The decision of the District made in this fashion shall be final, there shall be no appeal to the District Board of Directors or other legislative body and the exhaustion of the appeal procedure set forth herein shall be the absolute precondition of the maintenance of any legal action by any property owner about the amount of the Special Tax.

**NORTH TAHOE PUBLIC UTILITY DISTRICT  
Community Facilities District No. 94-1  
(Recreation District)**

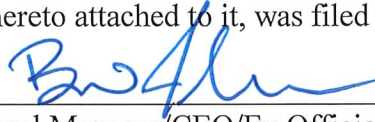
**ASSESSMENT ROLL  
COMMUNITY FACILITIES DISTRICT NO. 94-1  
FISCAL YEAR 2026-2027**

Reference is hereby made to the Assessment Roll in and for said assessment proceedings on file in the office of the Clerk of the Board of Directors, said Assessment Roll being too bulky to be bound with this Engineer's Report.

**NORTH TAHOE PUBLIC UTILITY DISTRICT  
Community Facilities District No. 94-1  
(Recreation District)**

CERTIFICATIONS  
FISCAL YEAR 2026 – 2027

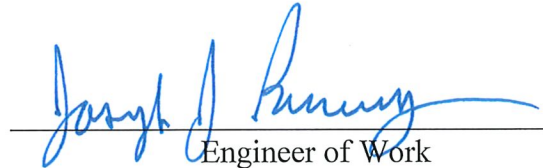
1. I, General Manager/CEO/Ex Officio Clerk of the Board of the North Tahoe Public Utility District, California, hereby certify that the foregoing Assessment, in the amounts set forth in Column (1), with the diagram thereto attached to it, was filed with me on July 6, 2026.



\_\_\_\_\_  
General Manager/CEO/Ex Officio Clerk of the Board

2. I have prepared this Engineer's Report and do hereby certify that the amounts set forth in Section 2 under Engineer's Cost Estimate on page 2 of the foregoing Report have been computed in accordance with the formula set forth in Ordinance No. 279, duly adopted by the Board of Directors of the North Tahoe Public Utility District on April 11, 1995.

Dated: June 29, 2026



\_\_\_\_\_  
Engineer of Work

3. I, the General Manager/CEO/Ex Officio Clerk of the Board of the North Tahoe Public Utility District, California, hereby certify that the foregoing Assessment, in the amounts set forth in Section 2 under Engineer's Cost Estimate on page 2 with the diagram attached to the Report, was approved and confirmed by the Board of Directors of the North Tahoe Public Utility District on July 14, 2026, by Resolution No. 2026-12.

\_\_\_\_\_  
General Manager/CEO/Ex Officio Clerk of the Board



## NORTH TAHOE PUBLIC UTILITY DISTRICT

**DATE:** July 14, 2026

**ITEM:** D-2

**FROM:** Accounting Department

**SUBJECT:** Public Hearing Authorizing Annual Lien Action for Delinquent and Unpaid Sewer and Water Charges

### **RECOMMENDATION:**

Adopt Resolution 2026-13, a Resolution of the North Tahoe Public Utility District Board of Directors, authorizing the annual lien action on delinquent and unpaid sewer and water charges.

### **DISCUSSION:**

On an annual basis, the District submits its delinquent accounts that it considers as uncollectible to Placer County for a lien to be placed against the property owner's property tax bill in the forthcoming fiscal year. The County remits payment using the Teeter Plan, which pays 55% of the amount in late January, 40% in May, and the balance of 5% in August. For this service, the County charges approximately a 2% collection fee. This year the District is submitting \$53,200 to the County for collection on 18 parcels. The District is submitting Water and Sewer account balances which are over 60 days past due in amounts greater than \$30 as of July 1<sup>st</sup>, for non-governmental accounts.

A listing of the delinquent accounts is on file with the District Clerk.

### **FISCAL ANALYSIS:**

The fiscal impact of this action is approximately \$1,064 for the County's collection fee of the delinquent accounts and \$53,200 from Accounts Receivable to County Receivable on the Balance Sheet.

### **STRATEGIC PLAN ALIGNMENT:**


Goal 3: Enhance District governance and partnerships – Objective A: Maintain best practices in public agency governance throughout all levels of the District; and Objective B: Ensure financial sustainability of the District.

**ATTACHMENTS:** Resolution 2026-13

**MOTION:** Approve Staff Recommendation.

**REVIEW TRACKING:**

Submitted By:   
\_\_\_\_\_  
Patrick Grimes  
Chief Financial Officer

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

**RESOLUTION NO 2026-13  
OF THE BOARD OF DIRECTORS  
OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT  
AUTHORIZING THE ANNUAL LIEN ACTION ON DELINQUENT  
AND UNPAID SEWER AND WATER BILLINGS**

**WHEREAS**, the Board of Directors of the North Tahoe Public Utility District has determined that delinquent sewer user charges and water user charges remaining unpaid over 60 days may be collected for the benefit of the taxpayers and customers of the District;

**WHEREAS**, the North Tahoe Public Utility District Board of Directors has determined that the best method of collecting these aforementioned delinquent charges is to place these charges on the Placer County Tax Rolls; and

**WHEREAS**, the County has required as a condition of the collection of said charges that the District warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

1. That the District hereby requests the Placer County Board of Supervisors approve a special assessment code for the purpose of collection of the aforementioned delinquent accounts.
2. That the District hereby requests the Board of Supervisors adopt a resolution to approve the inclusion of these amounts of the Fiscal Year 2026-2027 Placer County Tax Roll.
3. That the delinquent charges as mentioned are listed on the attached and made a part of this Resolution.
4. The District warrants and represents that the taxes, assessments, fees and/or charges imposed by the District and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIIIC and XIID of the California Constitution (Proposition 218).
5. The District releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County on the property tax roll of any taxes, assessments, fees and/or charges on behalf of District.
6. In consideration for the County's collection of the charge through the County's property tax roll, the District agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of District's said taxes, assessments, fees and/or charges requested to be collected by County for District, or in any manner arising out of District's establishment and imposition of said taxes,

assessments, fees and/or charges. District agrees that in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of District's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of District, including property taxes.

7. The District agrees that its officers, agents and employees will cooperate with the County by responding to all inquiries referred to District by County from any person concerning the District's taxes, assessments, fees and/or charges, and that District will not refer such persons to County officers and employees for response.
8. The District agrees to pay the County for the reasonable and ordinary charges to recoup its costs of placement and collection on the tax rolls at the agreed upon rate of 2% of the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT THIS 14<sup>th</sup> DAY OF JULY, 2026 BY THE FOLLOWING ROLL CALL VOTE:**

**AYES:  
NOES:  
ABSTAIN:  
ABSENT:**

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**Sue Daniels, President  
Board of Directors**

**ATTEST:**

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



## NORTH TAHOE PUBLIC UTILITY DISTRICT

**DATE:** July 14, 2026

**ITEM:** E-1

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

**SUBJECT:** T-TSA Regular Board of Directors Meeting Summary of June 17th



**1) The June 17th, 2026 – This Regular Meeting was held in person.**

- Board Meeting & Agendas: <https://ttsa.portal.civicclerk.com>
- Board Meeting Videos are still available on YouTube (click link):  
[www.youtube.com/@TTSABoardVideos](http://www.youtube.com/@TTSABoardVideos)

**2) Status Report:**

**a) Operations Report:**

- All plant waste discharge requirements were met, and the plant performed well in May.
- Conducted inspection of Fine Filter #4, added required media, and scheduled necessary repairs.
- Staff toured the San Francisco Biosolids Digesters Facility Project as part of ongoing training and industry benchmarking.
- Completed a full plant shutdown to perform electrical preventative maintenance and system inspections.
- Side 1 of the activated sludge system was taken out of service to support repairs on the Primary effluent gate and associated bypass gate.

**b) Capital Projects Report:**

- Digestion Improvements Project: Brown and Caldwell (BC) 60% Design is in progress, and the Construction Management Services scoping and draft RFP are in development.
- Network Upgrades Project: 90% Design is ongoing.
- Clean Water Revitalization Project (CWRP): “CAMP” 4-Day Design Workshop completed. Project Schedule updated.
- SCADA Upgrades Project: Design services scoping and draft RFP in progress.

**c) Laboratory Report:**

- Laboratory Information Management System (LIMS) enhancements.
- Continued CDPH Covid sampling for the Department of Health.
- US Forest Service Water Samples.

**d) Public Outreach and Training/Conferences:**

- Staff Participated in Town of Truckee “State of the Community” Workshop.
- M365 Cliptraining: Microsoft Training for select staff is ongoing.
- CSDA SB 827 Required Fiscal and Financial Training.

**e) Other Items Report:**

**• The Board Approved:**

- The Consent Agenda: Approval of the Regular Board Meeting Minutes from May 20th, 2026, and Approval of the General Fund Warrants for May 2026.
- Public Hearing and Approval of Annual Sewer Service Charges on County Tax Rolls; Resolution No. 02-2026 Nevada County, 03-2026 Placer County, and 04-2026 El Dorado County.
- Approval of New and Updated Classification Descriptions, Salary Schedule, and Organization Chart.
- Approval of the Agency Strategic Plan.
- Approval of the Fiscal Year 2027 (FY27) Budget.
- Approval of Resolution No. 05-2026 Revising the Wastewater Capital Reserve Fund Budget.
- Approval of Resolution No. 06-2026 Establishing Appropriations Limits for Fiscal Year 2027 (FY27).
- Review and Approval of the OPEB Retiree Premium Reimbursement.

**• Additional Items:**

- Public Hearing and Presentation of AB 2561 Vacancy Rate Annual Report.
- Discussion and Review of the Clean Water Revitalization Project Preliminary Design Workshop.
- Review of 2026 Legal Updates Affecting T-TSA.
- Department Reports and General Manager Report: Informational updates only.
- Next Regular Board Meeting is July 15th, 2026.


**LINKS:**

[May 20, 2026 Minutes](#)

[June 17, 2026 Agenda and Packet](#)

**REVIEW TRACKING:**

Submitted By:   
\_\_\_\_\_  
Scott Wilson  
T-TSA Representative

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



## NORTH TAHOE PUBLIC UTILITY DISTRICT

**DATE:** July 14, 2026

**ITEM:** E-2

**FROM:** Recreation and Parks Commission

**SUBJECT:** Recreation and Parks Commission Report from the June 25, 2026 Recreation and Parks Joint Commission & Committee Meeting

### **Rec Connect:**

Commissioners were quizzed about our existing understanding of the ownership of and responsibility for local parks and beaches. After the details about each of these public assets were clarified, we gained appreciation for the variety of ways these properties are owned and maintained, and that NTPUD staff manage properties that the District owns as well as some that are owned by other government agencies. This fed nicely into the later discussion about Secline Beach plan options.

### **Upcoming and Recent Events:**

As we have become accustomed to seeing, the event calendar is again full for the summer. Commissioners and Committee members signed up to assist with the five upcoming Thursday 'Ice Cream in the Park' events scheduled for July.

### **Manager's Updates** (as reported by Manager Conk)

#### ***Parks:***

Manager Conk reported that the first commemorative bench was purchased and installed (on the Pam Emmerich Memorial Pinedrop Trail) in May. The money received that is in excess of the actual cost to install the bench goes into the Friends of the Park fund. Commissioners appreciated learning of the many tasks completed by Parks staff, including preparing fields for little-league use, maintaining irrigation systems, and hanging banners for high school graduation.

#### ***Recreation:***

Boat launch use began in late May and has been running smoothly, thanks to reliable and experienced staff members. Pickleball and disc golf tournaments in May again broke prior years' participation records. Volleyball league is full. And the noncompetitive activities of beach clean-up, Jazzercise and Tai-Chi are proving popular as well.

**North Tahoe Event Center (NTEC):**

The Event Center continues to get good use, including seven weddings in May and a mixture of other activities, including community and corporate.

**Administration:**

- Commissioners were pleased to learn that the Board approved the new recreation scholarship program as it was recommended to them. It is expected to be rolled out in late August with the next activity guide.
- Manager Conk reported that she joined TTUSD's community athletic committee, explaining their responsibility for determining logistics for our local schools' teams moving from a Nevada to a California league, which will, among other things, result in more local field use in winter and spring. At a Commissioners' inquiry, she explained how NTPUD already collaborates with TTUSD, Boys & Girls Club, etc., with regard to facility use.
- After the prior year's unexpectedly large income derived from winter NTRP parking fees, 2026 experienced an 11% decrease, probably due to low snowfall and less opportunity for sledding than in past years, although still higher than what had been budgeted for parking income.
- Commissioners complimented staff on high park and NTEC use, improvements at the community garden, and the safety improvements at NTRP that were completed in 2025 and now in full use.

**Public Information & Community Outreach update****Public & Community Outreach:**

The Summer 2026 activities guide was distributed. Summer job opportunities were promoted. Manager Broglio shared some of the feedback (in the form of art and the note "Thank you NTPUD for teaching us") after the annual kindergarten field trip to Secline Beach (walking distance from the school) where they learned about water quality and wastewater systems. Manager Broglio thanked Commissioner Misiewicz, who, through his NTPUD position, has participated in these for the past seven years.

**Grants:**

The 'call to artists' related to the Community Art & Gathering Space project in the NTRP was released on June 8. One submission has been received to date. The submission deadline is July 31. This will be the District's first art project. One Commissioner and one Board member are represented on the selection committee.

**Community/Regional Partners:**

Manager Broglio described some of the long-term partnerships between NTPUD community organizations, such as Sierra Community House and Boys & Girls Club for the newer commission members. This discussion led nicely into the later discussion about in-kind donations to other nonprofits.

## **Planning & Engineering:**

### ***General:***

Commissioners were introduced to NTPUD's new Senior Engineer, Nola Mitchell, who attended this meeting and will be working on parks projects.

### ***Capital Improvement Recreation, Parks, and Facilities Projects:***

There are no projects currently under construction.

### ***Design/Bid Recreation, Parks, and Facilities Projects:***

Commissioners were updated on the progress of the Pam Emmerich Memorial Pinedrop Trail, Snow Creek connection trail, and NTRP parking management projects into their current phases. Next steps in the Secline Beach project were discussed in more detail later in the meeting.

## **Financial Reports:**

With neither General Manager, Brad Johnson, nor Chief Financial Officer, Patrick Grimes, present at the meeting, Manager Conk presented these reports. As usual, the Commission observed expenses and income to be tracking budget closely and had no concerns.

## **General Business:**

### ***Secline Beach Enhancement Project:***

Commissioners were reminded about the multi-agency ownership of the land at Secline Beach and heard a recap of the first two Phases of this project (community engagement, sharing of ideas with community and stakeholders, both now complete). We also learned that the California-Tahoe Conservancy is open to an exchange of some Secline Beach land for some NTPUD land east of Hwy 267, Commissioners and Committee members were shown two schematic designs, one of which takes into account the possible land transfer. This current Phase 3 will continue to include refinement by design consultants of these schematics. There are continued ways for the community to keep involved and offer input (workshops, talks, and NTPUD setting up tables at local events). So far, there appears to be preference for the "Concept 1A" which takes involves the land exchange and places the permanent restroom at the northern end of the beach property. Of note, many of the wishes identified from community input are drafted into the concept but do not have funding yet, so the project is likely to get further developed as funding becomes available in the future.

### ***Recreation & Parks Operating & Capital Budget:***

The commission was shown the proposed budget for the next fiscal year. Commissioners expressed no concerns. We observed that the expenditures vs. revenues table errantly showed \$0 for 2027 budgeted property tax revenue, which resulted in values below it in the table being incorrect. However, if inserting, as a conservative placeholder, the 2026 budget amount of \$3.2 million, the remaining figures become reasonable looking.

We were told that the budget projects 15% growth in event center, parking management, and park rental revenues. There was some concern expressed about the budgeted \$60,000 line item for tree-lighting. The current system of hiring a contractor to repair and maintain the existing lights annually is no longer an option due to contractor insurance limitations, as was discussed at a prior Commission meeting. However, the Commission was assured that it is only a placeholder and that that expenditure would be contingent on receiving grant funding for it, and that other alternatives would be pursued at a lower cost basis.

Also of note was that dredging at TVRA is still not imminently required and is now tentatively scheduled for Spring 2027 (est. cost \$400,000).

Looking farther ahead, some big expenses are penciled into the long-term budget, such as Field 5 parking and ADA upgrades (est. \$500,000 in FY 2028/29) and Field 4 turf replacement (est. \$1,000,000 in FY2029/30).

**Charitable/In-kind donation requests:**

Manager Conk expressed concern that there is no official policy for how to respond to in-kind donation requests coming from community organizations that NTPUD does not have formal agreements with (Boys & Girls Club, Sierra Community House, and several others) and to whom NTPUD sometimes offers meeting room space at no cost. She reports that she has followed the unofficial practice of routinely (but politely) denying them. There has been an informal practice of offering 'last-minute' (within 6 weeks of meeting date) discounts for room rental.


Manager Conk had determined that some of our local peer agencies offer in-kind while some do not and that not all have written policies. The Commission discussed the pros and cons of offering in-kind donations, such as donating a pickleball court rental 6-pack to a nonprofit organization for its fundraiser. However, Commissioners noted that there are innumerable nonprofits and expressed some worry that these requests could get out of hand should NTPUD start offering them. It was also noted that the revenue that NTPUD receives from meeting rentals goes back into serving the public.


The Commission recommended that NTPUD Recreation & Parks continue its practice not to offer in-kind donations, except as is being currently done with community partners who have formal agreements with NTPUD, and that this be formalized in a written policy.

**Public Comment:**

None.

**REVIEW TRACKING:**

Submitted By:   
Nancy Williams  
Recreation & Parks Commissioner

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



**NORTH TAHOE  
PUBLIC UTILITY DISTRICT**

**DATE:** July 14, 2026

**ITEM:** F-1

**FROM:** Accounting Department

**SUBJECT:** Approve Accounts Paid and Payable for the Period from June 9, 2026 to July 13, 2026

**RECOMMENDATION:**

Approve accounts paid and payable from June 9, 2026 to July 13, 2026.

**DISCUSSION:**

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

**FISCAL ANALYSIS:**


Sufficient funds are included in the 2025-2026 and 2026-2027 Fiscal Year budgets. District staff and the Finance Committee have reviewed and recommended these accounts paid and payable as appropriate District expenditures.

**ATTACHMENTS:** N/A

**MOTION:** Approve Staff Recommendation

**REVIEW TRACKING:**

Submitted By:   
Patrick Grimes  
Chief Financial Officer

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



**NORTH TAHOE  
PUBLIC UTILITY DISTRICT**

**DATE:** July 14, 2026

**ITEM:** F-2

**FROM:** Office of the General Manager

**SUBJECT:** Approve the Regular Meeting Minutes of June 9, 2026

**RECOMMENDATION:**

Approve the Regular Meeting Minutes of June 9, 2026

**DISCUSSION:**

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

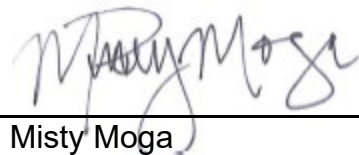
**FISCAL ANALYSIS:** No Fiscal Impact

**ATTACHMENTS:** Draft Minutes from June 9, 2026

**MOTION:** Approve Staff Recommendation

**REVIEW TRACKING:**

Submitted By: \_\_\_\_\_

  
Misty Moga

Administrative Liaison

Approved By: \_\_\_\_\_



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



## DRAFT MINUTES

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

**Tuesday, June 9, 2026, at 2:00 P.M.**

### **CALL TO ORDER/ESTABLISH QUORUM**

The regular meeting of the North Tahoe Public Utility District Board of Directors was held on Tuesday, June 9, 2026 at 2:00 p.m. at the North Tahoe Event Center. Directors Coolidge, Thompson, Mourelatos (arrived at 2:10 p.m.), Hughes (arrived at 2:05 p.m.), and President Daniels were present. District Staff in attendance included General Manager Johnson, Chief Financial Officer Grimes, Engineering and Operational Manager Pomroy, Recreation, Parks, and Facilities Manager Conk, Human Resources Manager Harris, Community and Government Affairs Manager Broglio, and Administrative Liaison/Board Secretary Moga. Legal Counsel Rayden was also present. The Pledge of Allegiance was recited.

#### **A. CALL TO ORDER/OPEN SESSION/PLEDGE OF ALLEGIANCE**

**B. REVIEW AGENDA** – *Agenda Items may be taken off the agenda or taken out of order.*

**C. PUBLIC COMMENT AND QUESTIONS (2:00 P.M.)** – There were no requests for public comment.

**D. EMPLOYEE ANNIVERSARY AWARDS** – The following employees were recognized by the Board and Staff for their years of service with the District:

- Nathan Chorey – Engineering Manager – 5 Years of Service
- Eric Sachse – Lead Parks & Facilities Maintenance Worker – 10 Years of Service
- David Berry – Operational & Information Technology Manager – 20 Years of Service

**E. PUBLIC HEARING (Timed Item 3:00 p.m.): Consider Adoption of the District's 2026-2027 Fiscal Year Operating and Capital Improvement Program Budget** – President Daniels opened the public hearing.

1. Annual Public Hearing on Open Positions and Recruitment Status – GM Johnson introduced the item.
2. Adopt Resolution 2026-06 – Adopting the District's Annual Operating and Capital Improvement Program Budgets for Fiscal Year 2026-2027 – GM Johnson introduced the item. CFO Grimes provided a PowerPoint slideshow. Director Mourelatos shared that he appreciates the Finance Committee's efforts and progress in the level of review of detailed budget initiatives. In response to

Director Thompson's inquiry, GM Johnson summarized the reserves discussion held during the recent CSDA SB 827 training.

**MOTION: Director Mourelatos moved to approve resolution 2026-06, annual operating budget 2026/27.** During a brief discussion, GM Johnson clarified the capital plan for NTEC roof replacement. **Director Thompson seconded the motion, which carried unanimously in favor.**

3. Adopt Resolution 2026-07 – Adopting the Publicly Available Pay Schedules for All Employees for Fiscal Year 2026-2027 – GM Johnson introduced the item.

**MOTION: Director Hughes moved to Adopt Resolution 2026-07 – Adopting the Publicly Available Pay Schedules for All Employees for Fiscal Year 2026-2027.** Director Coolidge seconded the motion which carried unanimously in favor.

4. Adopt Resolution 2026-08 – Establishing the District's Annual Appropriations Limit for Fiscal Year 2026-2027 – GM Johnson introduced the item. In response to Director Coolidge's request, CFO Grimes noted that the auditors can show the calculations and will include the worksheet going forward.

**MOTION: Director Coolidge moved to Adopt Resolution 2026-08 – Establishing the District's Annual Appropriations Limit for Fiscal Year 2026-2027.** Director Mourelatos seconded the motion, which carried unanimously in favor.

5. Approve Issuance of Annual Purchase Orders to Vendors in Amounts Exceeding the General Manager's Spending Limit Authority – GM Johnson introduced the item.

**MOTION: Director Mourelatos moved to approve issuance of annual purchase orders to vendors in amounts exceeding the General Manager's Spending Limit Authority.** Director Hughes seconded the motion which carried unanimously in favor.

President Daniels closed the public hearing. She thanked CFO Grimes and the accounting team for their work on the budget process.

**F. REPORTS TO THE BOARD OF DIRECTORS:** *Reports are informational only, and no action will be taken.*

1. Tahoe-Truckee Sanitation Agency (T-TSA) Report – Scott Wilson, TTSA Representative, was not in attendance.
2. Recreation & Parks Commission Report – Ingrid Heggen, Recreation & Parks Commissioner, was not in attendance. Director Mourelatos requested that the Recreation & Parks Commission include an agenda item to discuss formal snowmaking for snowplay in the Regional Park through a concessionaire.

3. Board Committee Reports – Director Mourelatos and President Daniels provided an update on the Finance Committee agenda. Director Mourelatos discussed the capital projections and noted that the proposed operating budget had been reviewed. Additionally, Director Hughes reported on the Legislative Affairs Ad Hoc Committee, highlighting relevant bills and policies. Updates on tracking both state and federal developments will be included in the General Manager's report.

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

1. Approve Accounts Paid and Payable for the period from May 12, 2026 – June 8, 2026
2. Approve the Regular Meeting Minutes of May 12, 2026
3. Accept the Annual Independent Audit Report of the Money Purchase Pension Plan for Calendar Year 2025 Conducted by MUN CPAs
4. Adopt Resolution 2026-09 – Adopting the 2025 Urban Water Management Plan, and Resolution 2026-10 – Adopting the 2025 Water Shortage Contingency Plan

Director Coolidge noted some typographical errors. GM Johnson highlighted the corrections: In Resolutions 2026-09 and 2026-10, 'via teleconference' and reference to footnote 1 would be removed. Reference to NTBA would be changed to North Tahoe Community Alliance. Additionally, there would be a correction to the typo regarding the Porter-Cologne Act.

**MOTION: Director Coolidge moved to approve the consent calendar as corrected. Director Mourelatos seconded the motion, which carried unanimously in favor.**

**H. GENERAL BUSINESS**

1. Review, Discuss, and Possibly Adopt Resolution 2026-11 – Approving a Recreation and Parks Scholarship Program – RPF Manager Conk provided a PowerPoint presentation. Director Mourelatos asked about the Friends of the Park, the possibility of a community match, and whether property taxes could be included in this funding. He said there is an opportunity to leverage. Recreation & Parks Committee members, Directors Hughes and Coolidge noted that this is an incremental starting point. In response to Director Mourelatos, GM Johnson outlined the communication and marketing strategy to roll out this program. Director Mourelatos recommended updating FIN007 policy to include the word 'Recreation.'

**MOTION: Director Mourelatos moved to Adopt Resolution 2026-11 – Approving a Recreation and Parks Scholarship Program, updating the policy name to include 'Recreation.' Director Thompson seconded the motion which carried unanimously in favor.**

2. Authorize the General Manager to Execute a Development Agreement for Cal Neva Resort and Casino Water and Sewer System Improvements – GM Johnson introduced

the item and explained the fire service details. Director Hughes stepped away from the meeting briefly at 4:19 p.m.

**MOTION: Director Thompson moved to authorize the General Manager to execute a Development Agreement for Cal Neva Resort and Casino Water and Sewer System Improvements. Director Mourelatos seconded the motion which carried unanimously in favor. Director Hughes was out of the room and did not participate in the vote.**

3. Review, Discuss, and Provide Direction Regarding Retaining a Local Governance Consulting Service to Provide a District Governance Assessment and Board Training Workshop – GM Johnson introduced the item. The Board members discussed the origins of this conversation and what they hoped to achieve, including establishing a framework for GM evaluations and management, policy-setting, board effectiveness, oversight, and governance best practices. The board recommended hiring BHI Consulting (Brent Ives) under Option 1 of the Scope of Work.

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

1. General Manager/CEO Report – GM Johnson provided a brief highlight from his report. In response to President Daniels, GM Johnson confirmed that we are receiving the US Forest Service grant. Director Coolidge expressed her appreciation for the LAFCO incorporation letters.
2. Public Information and Community Outreach Report – GCA Manager Broglio provided highlights from his report.
3. Accounting Department Report for the month ending April 30, 2026 – CFO Grimes provided highlights from his report.
  - a. Monthly Financial Report
  - b. Treasurer's Report
4. Recreation, Parks, and Facilities Department Report – RPF Manager Conk provided highlights from her report.
5. Planning and Engineering Department Report – EOM Pomroy provided highlights from his report.
6. Utility Operations Department Report – UOM Fischer was not in attendance, and EOM Pomroy was available to answer questions.
7. Legal Report – Legal Counsel Nelson discussed bills that are advancing as the legislative session approaches its conclusion.

**J. BOARD COMMENTS** – Director Hughes requested Erin Casey present to this board in terms of tiny homes in our District.

**K. LONG RANGE CALENDAR** – RPF Manager Conk highlighted ice cream in the park every Thursday in July, 3-5 p.m.

**L. PUBLIC COMMENT AND QUESTIONS** – There were no requests for public comment.

The board went into closed session at 6:05 p.m. President Daniels anticipated that there would be no reportable action. Director Hughes recused herself from Closed Session item M.6.

**M. CLOSED SESSION**

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

*Property: 6610 N Lake Blvd, Tahoe Vista*

*Agency negotiator: Bradley A. Johnson, P.E. – General Manager/CEO*

*Negotiating parties: Tahoe Sands Time Share Owners Association*

*Under negotiation: Price and Terms of Payment*

**2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION –**

*Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section*

*54956.9: 1 case*

**3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant**

*to paragraph (1) of subdivision (d) of Section 54956.9 – Name of case:*

*In Re, the Petition of Lauren Helwig, Placer Superior Court Case No. T-CV-0002835*

**4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to**

*paragraph (1) of subdivision (d) of Section 54956.9 – Name of case: NTPUD v.*

*California Department of Public Transportation, Placer Superior Court Case T-CV-0002823*

**5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Section**

*54957. Title: General Manager/CEO*

**6. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –**

*Pursuant to paragraph (1) of subdivision (d) of Section 54956.9 – Name of case:*

*Application of Liberty Utilities (CalPeco Electric) LLC (U 933-E) for Authority to*

*Among Other Things, Increase Its Authorized Revenues For Electric Service,*

*Establish Marginal Costs, Allocate Revenues, And Design Rates, as of January 1,*

*2025, CPUC Proceeding A.24-09-010 – Director Hughes recused herself from this item, and left the room.*

**N. ADJOURNMENT** - With no further business to come before the Board, the meeting was adjourned at 6:24 p.m.



**NORTH TAHOE  
PUBLIC UTILITY DISTRICT**

**DATE:** July 14, 2026

**ITEM:** F-3

**FROM:** Planning and Engineering Department

**SUBJECT:** Authorize the General Manager to File a Notice of Completion for the Speckled Avenue Water Service Line Replacement and Pressure Reducing Valve Project

**RECOMMENDATION:**

Authorize the General Manager to file a Notice of Completion for the Speckled Avenue Water Service Line Replacement and Pressure Reducing Valve Project (Projects #2662 and 2664).

**DISCUSSION:**

At the August 12, 2025 meeting, the Board of Directors awarded a contract in the amount of \$411,600 to Green Bear Construction, Inc for the Speckled Avenue Water Service Line Replacement and Pressure Reducing Valve Project. The project was completed on June 12, 2026. The following table is a summary of the Construction Phase Project finances.

<b>Construction Project Budget:</b>	
Speckled Avenue Water Service Line Replacement and Pressure Reducing Valve Project	\$ 475,000
<b>Construction Project Expenses:</b>	
Awarded Contract	\$ 411,600
Contract Change Orders	\$ 36,275
Geotechnical Testing (NV5)	\$2,000
NTPUD Staff Time (Construction Phase)	\$ 30,000
<b>Estimated Total Construction Expenses</b>	<b>\$ 479,875</b>
<b>Estimated Construction Budget Summary</b>	<b>(\$4,875)</b>

The Construction phase expenses for this project came in over budget by \$4,875. There are adequate savings in the Water Fiscal Year (FY) 2025/26 Capital Budget to offset the \$4,875 project budget exceedance.

**FISCAL ANALYSIS:**

The approved FY 2025/26 Capital Budget includes \$375,000 for Speckled Services Replacements and \$100,000 for Zone 2 to Zone 1 Pressure Reducing Valve Connection in the Water Fund for a total budget of \$475,000. The project construction phase costs are \$479,875. Overall, the project is \$4,875 over budget. The project is complete and will be closed with the final retention release and payment of any remaining consultant invoices.

The District received a \$50,000 grant for this project. The budgetary impact to the District of the proposed project is summarized in the table below:


Item	Amount
Construction Phase Costs	\$ 479,875
Placer County Water Agency (PCWA) Grant	(\$ 50,000)
Total District Expense for Construction	\$ 429,875


**STRATEGIC PLAN ALIGNMENT:**

Goal 1: Provide safe, efficient, sustainable water and wastewater services with a focus on industry best practices and continuous improvement – Objective B: Optimize preventative maintenance of District utility system assets; and Objective D: Prioritize Capital Project planning and delivery toward uniform service using industry standards, asset condition data, and a focus on climate resilience and emergency preparedness.

**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:   
Patrick Grimes  
Chief Financial Officer



**NORTH TAHOE  
PUBLIC UTILITY DISTRICT**

**DATE:** July 14, 2026

**ITEM:** F-4

**FROM:** Planning and Engineering Department

**SUBJECT:** Authorize the General Manager to Execute a One-Year Term Extension to the District Snow Removal Contract for Fiscal Year 2026/27

**RECOMMENDATION:**

Authorize the General Manager to execute the second of three, one-year term extension to the NTPUD Snow Removal 2022-2024 Seasons Contract with Guy's Excavating and Snow Removal, LLC in the amount of \$148,282 for the 2026/27 Season.

**DISCUSSION:**

At the August 9, 2022 Board of Directors Meeting, the Board authorized the General Manager to execute the NTPUD Snow Removal 2022-2024 Seasons contract with B&G Excavation, Inc. The District had publicly bid this contract in accordance with the Public Contracting Code. The initial three-year term of the contract has been successfully completed by the contractor. The awarded contract includes three, one-year extensions of the contract, executable by mutual agreement with a cost escalation clause.

The Board authorized the first of three, one-year extensions at the June 10, 2025 Board meeting for the 2025/26 season. B&G Excavation also assigned its contract to Guy's Excavating and Snow Removal, LLC in June 2026 in accordance with the contract provisions. At that meeting, the Board of Directors gave direction to staff to evaluate re-bidding the District's multi-year snow removal contract in lieu of executing the second of three, one-year extensions for the 2026/27 season.

Since then staff evaluated contract provisions and bid document updates as well as assessed a potential Board member conflict of interest with an interested potential bidder which included a formal advice letter from the State of California Fair Political Practices Commission. During this evaluation period, wars in the Middle East and Ukraine have resulted in significant increases in the price of oil and cost per gallon of diesel fuel. The cost of diesel has a significant impact on snow removal costs and, as a result, staff does not recommend moving forward with competitive bidding for a multi-year snow removal contract.

Staff is recommending that the Board authorize the General Manager to execute the second of three, one-year extensions in accordance with the contract provisions. This one-year extension includes a price increase contractually limited to the Western States Consumer Price Index (CPI), 12 months ending May data, which equals 3.5%. Staff evaluated with District Legal Counsel whether the District could competitively bid a new multi-year snow removal contract while maintaining the option of executing the one-year extension in order to achieve the best possible pricing and determined this was not an option.

In the coming year, staff will monitor the price of diesel fuel relative to CPI and will bring a recommendation to the Board of Directors relative to competitively bidding a new multi-year snow removal contract or moving forward with the final one-year contract extension.

**FISCAL ANALYSIS:**

The budget for the proposed one-year contract extension, as provided for in the awarded snow removal contract, for the 2026/27 season is included in the Fiscal Year 2026/27 Operating Budget, between the Base, Recreation, and Utilities funds. The expected cost of the 2026-27 snow removal season is \$148,282 which includes the Western States Consumer Price Index Adjustment of 3.5% in accordance with the contract provisions.

**STRATEGIC PLAN ALIGNMENT:**

Goal 1: Provide safe, efficient, sustainable water and wastewater services focusing on industry best practices and continuous improvement.


Goal 2: Provide high-quality community-driven recreation opportunities and event facilities.


**ATTACHMENTS:**

- B&G Excavation Contract for Snow Removal – 2022-2024 Seasons
- B&G Excavation Contract for Snow Removal – Amendment #1
- B&G Excavation Contract for Snow Removal – Amendment #2

**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:   
Patrick Grimes  
Chief Financial Officer

**NORTH TAHOE PUBLIC UTILITY DISTRICT**  
**CONSTRUCTION CONTRACT DOCUMENTS AND SPECIFICATIONS**  
**NTPUD SNOW REMOVAL 2022 – 2024 SEASONS**

**1. PARTIES AND DATE.**

This Contract is made and entered into this 9th day of August, 2022 by and between the North Tahoe Public Utility District, a public agency and public corporation of the State of California (“District”) and B&G Excavation, Inc., a California Corporation, with its principal place of business at 711 National Avenue, Tahoe Vista, California 96148, PO Box 8, Carnelian Bay, California, 96140 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

2.1 District. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it has a Placer County Business license and is duly experienced in providing Snow Removal Services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of District. Per the California Contractor’s State License Board, a California Contractor’s License is not required for snow removal.

2.3 Project. District desires to engage Contractor to render such services for the NTPUD Snow Removal 2022 – 2024 Seasons (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract within ten (10) working days after the District provides the successful bidder with the Notice of Award.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Notice Inviting Bids
- Instructions to Bidders (Exhibit “A”)
- Proposal Form (Exhibit “B”)
- Special Provisions (Exhibit “C”)
- Snow Removal Areas (Exhibit “D”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “E”)
- Public Works Contractor Registration Certification (Exhibit “F”)
- Payment and Performance Bonds (Exhibit “G”)

- Addenda
- Contractor's Bid
- Change Orders executed by the District

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. Special Provisions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference. The Snow Removal Areas are further described in Exhibit "D" attached hereto and incorporated herein by this reference.

3.2.1 Term. The term of this Agreement shall be from November 1, 2022 to April 30, 2025, unless earlier terminated as provided herein. The District shall retain the option to extend the contract for three (3) additional one-year terms at the sole discretion of the District. Contractor understands that this contract shall not bind nor purport to bind the North Tahoe Public Utility District for any contractual commitment in excess of the original contract. A one-time per year adjustment shall be accepted by the North Tahoe Public Utility District for subsequent years after the initial term of this agreement. This adjustment shall be based on the Western States Consumer Price Index, 12 months ending May data, published in June. The request must be submitted in writing to the North Tahoe Public Utility District no later than April 30<sup>th</sup> of the year in which the escalator shall apply. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the District. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the District may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.3 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the District may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the District may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than

thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The District has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the District’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract as stated in Exhibit “C” beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the District as fixed and liquidated damages the sum of Five Hundred Dollars (\$500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who

fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor at the rates set forth in Exhibit "B" provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, District will arrange for payment of the Total Contract Price upon completion and approval by District of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, District will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor.

All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the District.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day’s work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under

Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Effective March 1, 2015, pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the

SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a “living document” that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor’s sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage District, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the District and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, District may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor’s failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. District reserves the right to defend any enforcement action brought against the District for Contractor’s failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the District for the costs (including the District’s attorney’s fees) associated with, any settlement reached between the District and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, District will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to,

adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any District permits, Contractor shall pay the District's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.6 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in

the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

3.8.7 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.8 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

### 3.10 Claims: Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to the District and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim

shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:  
(A) Specifications  
(B) Drawings  
(C) Clarifications (Requests for Information)  
(D) Schedules  
(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.4 District's Response. Upon receipt of a claim pursuant to this Section, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, District shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, District may request in writing additional documentation supporting the claim or relating to defenses or claims District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor.

3.10.4.3 District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater

than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes District's written response, or District fails to respond within the time prescribed, the Contractor may so notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, District shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after District issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with District and the Contractor sharing the associated costs equally. District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. District's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. District's failure to respond shall not waive District's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the District may terminate this Contract pursuant to Section 3.17.3; provided, however, that the District needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District or the District's agents, servants, or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any

insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages.

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage.

Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors.

All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

3.13.9 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by District in Exhibit "G" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.2 Performance Bond. If specifically requested by District in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.3 Bond Provisions. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so

corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

### 3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "F" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

### 3.17 General Provisions.

3.17.1 District's Representative. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall

be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

3.17.3 Termination. This Contract may be terminated by District at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

B&G Excavation, Inc.  
711 National Avenue

Tahoe Vista, CA 96148  
PO Box 8  
Carnelian Bay, CA 96140

**DISTRICT:**

North Tahoe Public Utility District  
875 National Avenue  
PO Box 139  
Tahoe Vista, CA 96148  
Attn: Utility Operations Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Placer, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Contract, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Work.

3.17.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.


3.17.18 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.


3.17.19 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project or other projects.

**[SIGNATURES ON NEXT PAGE]**

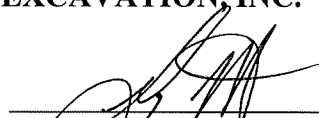
**SIGNATURE PAGE  
TO  
NORTH TAHOE PUBLIC UTILITY DISTRICT  
NTPUD SNOW REMOVAL 2022-2024 SEASONS**


**NORTH TAHOE PUBLIC UTILITY DISTRICT**

By:   
\_\_\_\_\_  
Bradley A. Johnson, P.E.  
General Manager/  
Ex-Officio Secretary

  
By: \_\_\_\_\_  
Department Head

**B & G EXCAVATION, INC.**

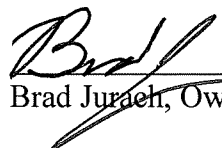
By:   
\_\_\_\_\_  
Guy Meerschaert, President

By:   
\_\_\_\_\_  
Brad Jurach, Vice President

**GUY'S EXCAVATION & SNOW  
REMOVAL**

By:   
\_\_\_\_\_  
Guy Meerschaert, Owner

**B & G SNOW REMOVAL**

By:   
\_\_\_\_\_  
Brad Jurach, Owner

## SCOPE AND LOCATION OF WORK

### 1.01 GENERAL DESCRIPTION

The work to be performed under these specifications is the snow removal of District facilities within the District boundaries, Placer County, California for the North Tahoe Public Utility District. Maps of the areas indicating the designated facilities are attached (see attached map exhibits). The contract is bid in two separate parts based on geographic areas with the breakpoint at Sahara Drive and North Lake Boulevard: Area A, consisting of 11 sites in Kings Beach/Tahoe Vista, to the East of Sahara; and Area B, consisting of 8 sites in Carnelian Bay/Dollar Cove, to the West of Sahara Drive. The items of work are general to each part of the contract as applicable to the facilities located therein.

### 1.02 ITEMS OF WORK

#### 1.02-1 Snow Removal.

Snow shall be stacked at designated locations in such a manner as to prevent damage to vegetation and surrounding property.

#### **Base Bid (Three (3) INCHES OF SNOW):**

Snow removal shall be performed when snow accumulation is three (3) inches or greater at the site.

#### **Additional Rate**

District-directed services for snow removal outside of contract period for an hourly rate

#### 1.02-2 General Conditions:

- Snow removal services shall be sufficient to provide adequate access and parking to all District facilities.
- Snow shall be placed in areas as designated by District.
- Contractor shall take all necessary care to avoid damage to any and all structures related to water, sewer, and or park equipment while performing these services.
- Service shall be available 24 hours a day.
- Contractor shall provide a contact number for emergency services and or District directed services as necessary.
- Contractor is expected to respond with one hour of notification for District directed work.

1.02-3 Areas: See below and attached map exhibits for facilities and map locations for service:

#### **Area A:**

- District Offices and Corporation Yard  
875 National Avenue, Tahoe Vista (Map Site A-1)
- National Sewer Pump Station at Tahoe Vista Recreation Area  
7010 North Lake Boulevard, Tahoe Vista (Map Site A-2)

- Secline Sewage Pump Station  
121 Secline Avenue, Kings Beach (Map Site A-3)
- Satellite Sewage Pump Stations Area A:
  - a. S-1 – 9940 Speedboat Avenue, Brockway (Map Site A-4)
  - b. S-2 – 100 Pilot Circle, Brockway (Map Site A-5)
  - c. N-1 – 7496 North Lake Boulevard (Map Site A-6)
  - d. N-3 – 6061 North Lake Boulevard (Map Site A-7)
- Kings Beach State Recreation Area & North Tahoe Event Center  
8318 North Lake Boulevard (Map Site A-8)  
See Sheet A-8 for Base Bid and Bid Additive areas.
- North Tahoe Regional Park  
Tahoe Vista (Map Sites A-9 and A-12)
- Kingswood West Water Booster Station  
Regency Avenue, Tahoe Vista (Map Site A-10)
- Zone 1 Booster Station  
1001 Canterbury Drive, Kings Beach (Map Site A-11)

**Area B:**

- Carnelian Sewage Pump Station  
Northeast corner of Turquoise and Onyx, Carnelian Bay (Map Site B-1)
- Dollar Point Sewage Pump Station  
3630 North Lake Boulevard (Map Site B-2)
- Satellite Sewage Pump Stations Area B:
  - a. C-1 – 5464 North Lake Boulevard (Map Site B-3)
  - b. D-1 – 4600 North Lake Boulevard (Map Site B-4)
  - c. D-2 – 4360 North Lake Boulevard (Map Site B-5)
  - d. D-3 – 4240 North Lake Boulevard (Map Site B-6)
  - e. D-4 – 4000 North Lake Boulevard (Map Site B-7)
- Carnelian Woods Well  
Silver Pine and Carnelian Woods Road, Carnelian Bay (Map Site B-8)

1.02-4 Priorities. The work has been broken into priorities based on risk to the District and nature of operation.

**AREA A:**

Priority 1:

The first priority will be the District Base Facilities, which shall be plowed no later than 6:00 AM on any given day of the week. On weekdays, after the workday begins, District

staff will move equipment from the yard and the contractor will complete snow removal in the yard with a second pass after 9:00 a.m.

Also included in priority one are the sewage pump stations. The sewage pump stations are to be plowed after the initial plowing of the District Base Facilities.

Priority 2:

Priority two will be the remainder of the recreation activity centers consisting of access and parking lots. In order of priority the recreation facility snow removal will be as follows:

1. Highway side access to Event Center
2. Event Center south of Jason's
3. Remainder of Kings Beach State Recreation Area (KBSRA) entrance & parking west
4. Park road (above Shelter Road), including restroom and upper parking area (two lane roadway through lower parking area only)

Also included in priority two will be water pump stations, consisting of providing access and off road parking for each of the stations.

Priority 3:

The third priority will include expansion of the parking in the lower area of the regional park (ball field parking) and the Field #4 Parking Lot (artificial turf multi-purpose field parking).

**AREA B:**

Priority 1:

The first priority will be the sewer main stations and the satellite sewer pump stations, including driveways, parking space and generator connection points.

Priority 2:

The second priority is the Carnelian well.

## COMPENSATION

The following price schedule shall apply for the first three years of the contract. Each subsequent year of the contract may be increased by the Consumer Price Index for the Western Region upon written request by the Contractor and approval by the District. PRICES shall include everything necessary and incidental to the completion of the project as described by the Plans, Specifications, and Contract Documents.

Item #	Location	Price 2022/23	Price 2023/24	Price 2024/25	Total 3-Seasons
1	District Offices and Corporation Yard	\$23,346.00	\$23,929.65	\$24,527.90	<b>\$71,803.55</b>
2	National Sewer Pump Station at Tahoe Vista Recreation Area	\$4,842.00	\$4,963.05	\$5,087.00	<b>\$14,892.05</b>
3	Secline Sewage Pump Station	\$2,823.60	\$2,894.20	\$2,966.50	<b>\$8,684.30</b>
4	Satellite Sewage Pump Stations Area A	\$12,510.00	\$12,822.75	\$13,143.25	<b>\$38,476.00</b>
5	Kings Beach State Recreation Area & North Tahoe Event Center	\$12,000.00	\$12,300.00	\$12,607.50	<b>\$36,907.50</b>
6	North Tahoe Regional Park	\$24,858.00	\$25,479.45	\$26,116.50	<b>\$76,453.95</b>
7	Kingswood West Water Booster Station	\$1,050.00	\$1,076.25	\$1,103.00	<b>\$3,229.25</b>
8	Zone 1 Booster Station	\$2,375.00	\$2,434.00	\$2,495.00	<b>\$7,304.00</b>
9	Carnelian Sewage Pump Station	\$3,630.00	\$3,720.75	\$3,813.75	<b>\$11,164.50</b>
10	Dollar Point Sewage Pump Station	\$20,178.00	\$20,682.45	\$21,199.50	<b>\$62,059.95</b>
11	Satellite Sewage Pump Stations Area B	\$12,510.00	\$12,822.75	\$13,143.25	<b>\$38,476.00</b>
12	Carnelian Woods Well	\$4,038.00	\$4,139.00	\$4,242.50	<b>\$12,419.50</b>

Item #	Location	Price 2022/23	Price 2023/24	Price 2024/25	Total 3-Seasons
5.1	Kings Beach State Recreation Area & North Tahoe Event Center – Additional Areas	\$8,982.00	\$9,206.55	\$9,463.75	<b>\$27,652.30</b>

<b>TOTALS:</b>	<b>\$133,142.60</b>	<b>\$136,470.85</b>	<b>\$139,909.40</b>	<b>\$409,522.85</b>
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Snow Removal Outside of Contract Period: \$250 Per Each Equipment Per Hour

**AMENDMENT 1 CONSTRUCTION CONTRACT BETWEEN  
THE NORTH TAHOE PUBLIC UTILITY DISTRICT  
AND B&G EXCAVATION, INC.**

March 28, 2023

B&G Excavation, Inc.  
PO Box 8  
Carnelian Bay, CA 96140

Dear Guy and Brad:

This letter will memorialize and confirm the terms and conditions of this Amendment Number 1 (the “Amendment”) to that certain Construction Contract dated August 9, 2022 (the “Agreement”) by and between the NORTH TAHOE PUBLIC UTILITY DISTRICT, a municipal corporation organized under the laws of the State of California with its principal place of business at 875 National Avenue, PO Box 139, Tahoe Vista, California 96148 (the “District”) and B&G Excavation, Inc., a California Corporation, with its principal place of business at 711 National Avenue, Tahoe Vista, California 96148, PO Box 8, Carnelian Bay, California, 96140 (the “Contractor”). The District and the Contractor are sometimes individually referred to as “Party” and collectively as “Parties”.

The District, under the Agreement, has retained the services of the Contractor to provide Snow Removal Services for the NTPUD Snow Removal 2022 – 2024 Seasons. The District and the Contractor desire to amend the Agreement, as authorized pursuant to Section 3.17.17 of the Contract, to modify the term of the Agreement.

The Parties hereby agree to amend the following Sections:

- Section 3.2.1. Term. Modify the term of the Contract to say:


3.2.1 Term. The term of this Agreement shall be from **November 1, 2022 to April 15, 2025**, unless earlier terminated as provided herein. The District shall retain the option to extend the contract for three (3) additional one-year terms at the sole discretion of the District. Contractor understands that this contract shall not bind nor purport to bind the North Tahoe Public Utility District for any contractual commitment in excess of the original contract. A one-time per year adjustment shall be accepted by the North Tahoe Public Utility District for subsequent years after the initial term of this agreement. This adjustment shall be based on the Western States Consumer Price Index, 12 months ending May data, published in June. The request must be submitted in writing to the North Tahoe Public Utility District no later than April 30th of the year in which the escalator shall apply. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

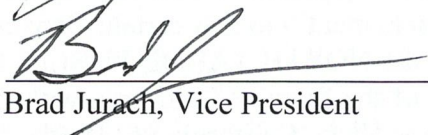
AGREED and ACCEPTED:

**NORTH TAHOE PUBLIC UTILITY DISTRICT**

By:   
Bradley A. Johnson, P.E.  
General Manager/ Ex-  
Officio Secretary


**B & G EXCAVATION, INC.**

By:   
Guy Meerschaert, President

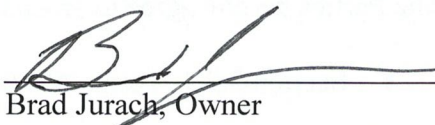
By:   
Brad Jurach, Vice President

**GUY'S EXCAVATION & SNOW REMOVAL**

By:   
Guy Meerschaert, Owner

By:   
Department Head

**B & G SNOW REMOVAL**

By:   
Brad Jurach, Owner

**AMENDMENT NO. 2  
TO THE  
FORM OF AGREEMENT FOR OPERATIONS SNOW REMOVAL  
BETWEEN  
NORTH TAHOE PUBLIC UTILITY DISTRICT  
AND  
GUY’S EXCAVATING & SNOW REMOVAL, LLC**

**1. Parties and Date.**

This AMENDMENT No. 2 to the Construction Agreement for Operations Snow Removal is made and entered into as of this 10th day of June, 2025, by and between North Tahoe Public Utility District, a municipal corporation organized under the laws of the State of California with its principal place of business at 875 National Avenue, Tahoe Vista, California 96148 (hereinafter referred to as the “District”) and Guy’s Excavating & Snow Removal, LLC, a California Limited Liability Company, with its principal place of business at 711 National Avenue, Tahoe Vista, California 96148 (hereinafter referred to as the “Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Contractor. The District, under the Construction Agreement dated August 9, 2022 (“Agreement”), has retained the services of CONTRACTOR to provide Snow Removal Services.

2.2 Amendment Purpose. The District and Contractor desire to amend the aforesaid Agreement to:

2.2.1 Transfer the contract and signatories from B&G Excavation, Inc. to Guy’s Excavating & Snow Removal, LLC

2.2.2 Extend the contract for the 2025-2026 season

2.2.3 Adjust the rates 2.4% based on the Western States Consumer Price Index, year ending May data (see attached Exhibit “A”).

The Parties have heretofore entered into that Amendment No. 2 dated June 10, 2025.

2.3 Amendment Authority. This AMENDMENT No. 2 is authorized pursuant to Sections 3.2.1 and 3.17.8 of the Agreement.

**3. Terms.**

3.1 Continuing Effect of Agreement. Except as amended by this AMENDMENT No. 2, all other provisions of the aforementioned Agreement remain in full force and effect. From and after the date of this AMENDMENT No.2, whenever the term “Agreement” appears in the Agreement, it

shall mean the Agreement as amended by this AMENDMENT No. 2.


3.2 Continuing Effect of Agreement. Except as amended by this AMENDMENT No. 2, all other provisions of the aforementioned Construction Agreement remain in full force and effect. From and after the date of this AMENDMENT No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this AMENDMENT No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this AMENDMENT No. 2.

**[SIGNATURES ON FOLLOWING PAGE]**

SIGNATURE PAGE TO  
AMENDMENT NO. 2  
TO NORTH TAHOE PUBLIC UTILITY DISTRICT  
CONSTRUCTION AGREEMENT

**NORTH TAHOE PUBLIC UTILITY  
DISTRICT**


By:   
\_\_\_\_\_  
Bradley A. Johnson, P.E.  
General Manager/  
Ex-Officio Secretary

**GUY'S EXCAVATING & SNOW  
REMOVAL, LLC**

By:   
\_\_\_\_\_  
Guy Meerschaert  
Owner

*Attest: <sup>1</sup>*

By: \_\_\_\_\_

By:   
\_\_\_\_\_  
Department Head

<sup>1</sup> Attestation of Contractor's signature must be obtained when required by the by-laws, articles of incorporation or other laws, rules or regulations applicable to Contractor's business entity.

**EXHIBIT “A”**

Item	Description	Unit	QTY	24/25 Season	25/26 Season (2.4% CPI Increase)
1	District Offices and Corporation Yard	LS	1	\$ 24,527.90	\$ 25,116.57
2	National Sewer Pump Station at Tahoe Vista Recreation Area	LS	1	\$ 5,087.00	\$ 5,209.09
3	Secline Sewage Pump Station	LS	1	\$ 2,966.50	\$ 3,037.70
4	Satellite Sewage Pump Stations Area A	LS	1	\$ 13,143.25	\$ 13,458.69
5	Kings Beach State Recreation Area & North Tahoe Event Center	LS	1	\$ 12,607.50	\$ 12,910.08
6	North Tahoe Regional Park	LS	1	\$ 26,116.50	\$ 26,743.30
7	Kingswood West Water Booster Station	LS	1	\$ 1,103.00	\$ 1,129.47
8	Zone 1 Booster Station	LS	1	\$ 2,495.00	\$ 2,554.88
9	Carnelian Sewage Pump Station	LS	1	\$ 3,813.75	\$ 3,905.28
10	Dollar Point Sewage Pump Station	LS	1	\$ 21,199.50	\$ 21,708.29
11	Satellite Sewage Pump Stations Area B	LS	1	\$ 13,143.25	\$ 13,458.69
12	Carnelian Woods Well	LS	1	\$ 4,242.50	\$ 4,344.32
	<b>Subtotal:</b>			<b>\$ 130,445.65</b>	<b>\$ 133,576.35</b>
	Kings Beach State Recreation Area & North Tahoe Event Center – Additional Areas			\$ 9,463.75	\$ 9,690.88
	<b>Total:</b>			<b>\$ 139,909.40</b>	<b>\$ 143,267.23</b>

**Table A. West region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2021		2022		2023		2024		2025	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.2	1.4	0.9	7.7	0.9	6.3	0.7	3.3	0.6	2.4
February	0.5	1.6	0.8	8.1	0.5	6.0	0.4	3.2	0.6	2.6
March	0.7	2.4	1.3	8.7	0.5	5.1	0.9	3.6	0.5	2.2
April	1.0	3.9	0.7	8.3	0.5	4.9	0.6	3.7	0.5	2.1
May	0.8	4.7	0.8	8.3	0.4	4.5	0.1	3.3	0.3	2.4
June	0.9	5.1	1.2	8.8	0.3	3.5	-0.2	2.8		
July	0.6	5.2	0.1	8.3	0.1	3.5	-0.1	2.6		
August	0.2	5.0	0.0	8.1	0.4	3.9	0.1	2.2		
September	0.2	5.3	0.3	8.3	0.4	3.9	0.2	2.1		
October	0.8	6.0	0.7	8.1	0.1	3.3	0.1	2.1		
November	0.5	6.5	-0.4	7.1	-0.4	3.3	-0.1	2.4		
December	0.4	7.1	-0.4	6.2	-0.1	3.6	0.0	2.5		

The June 2025 Consumer Price Index for the West Region is scheduled to be released on July 15, 2025.



## NORTH TAHOE PUBLIC UTILITY DISTRICT

**DATE:** July 14, 2026

**ITEM:** F-5

**FROM:** Office of the General Manager

**SUBJECT:** Approve a Revised Utility Operations Manager Job Description

### **RECOMMENDATION:**

That the Board of Directors approve the revised Utility Operations Manager job description.

### **BACKGROUND:**

With the upcoming retirement of incumbent Utility Operations Manager, Ken Fischer, and consistent with the District's Strategic Plan, staff has reviewed the Utility Operations Manager job description for updates prior to posting the position for succession hiring. With the Utility Operations Manager job description last receiving updates in 2013, staff has identified significant updates for format, to align with industry best practices, and to recognize that the tasks and responsibilities of the Utility Operations Manager have transformed over the years.

The proposed job description does not result in an increase or change in the number of full time equivalent employees or reporting structure. No adjustments to the wage range are proposed.

### **FISCAL ANALYSIS:**

This item has no fiscal impact.

### **STRATEGIC PLAN ALIGNMENT:**

Goal 1: Provide safe, efficient, sustainable water and wastewater services with a focus on industry best practices and continuous improvement – Objective A: Comply with all regulatory mandates and environmental standards.


Goal 3: Enhance District governance and partnerships – Objective A: Maintain best practices in public agency governance throughout all levels of the District.


Goal 4: Sustain and strengthen organizational resources, expertise, and culture – Objective A: Ensure the District can recruit and retain a qualified and skilled workforce – Tactic 1: Maintain competitive wages and benefits – Activity a: Whenever position vacancies occur, review job descriptions for accuracy and department needs and salary is appropriate and competitive.

### **ATTACHMENTS:**

- Proposed Utility Operations Manager Job Description revision
- Current Utility Operations Manager Job Description

**REVIEW TRACKING:**

Submitted By:   
Joseph J. Pomroy, P.E.  
Engineering & Operations Manager

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

Reviewed By:   
Kim Harris  
Human Resources Manager



## Proposed Utility Operations Manager

### DEFINITION:

Under general direction, plans, manages, directs and participates in a wide range of maintenance, repair, and construction related projects involving public infrastructure for water and wastewater utility operations, fleet, equipment, and base facilities maintenance; performs this work in compliance with all applicable regulatory agencies, policies and procedures, and budget guidelines. Coordinates with other departments and outside agencies; participates in and provides administrative support to the management team in planning, budgeting, reporting, and program management.

### SUPERVISION RECEIVED AND EXERCISED:

Receives general direction from the Engineering and Operations Manager. Exercises direct supervision over supervisory, technical, and administrative support staff in the Utility Operations Maintenance Division, Maintenance Technician Division, Water Quality Division and Fleet Division.

### CLASS CHARACTERISTICS:

This is a working management classification responsible for planning, organizing, and supervising the staff, operations and activities of the Operations Division. Incumbents are responsible for performing diverse, specialized and complex work involving significant accountability and decision-making responsibilities, which include division budget administration, maintenance program evaluation and recommendations and implementation of policies, procedures, goals, objectives, priorities and standards. Incumbents serve as a resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

### EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only):

*Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job. The following reflects the general duties and responsibilities of this position and should not be considered all-inclusive. Other duties may be assigned as prioritized by the General Manager.*

- Serves as a member of the District's management team and participates in the development and implementation of District's: mission, goals, objectives, priorities, policies & procedures, project prioritization, and problem resolution.
- Plans, directs, coordinates, supervises, oversees, and reviews the work of assigned crews in multiple locations engaged in water and/or wastewater maintenance, repair, installation, construction, and vehicle maintenance; ensures resources are available to meet the District's operating needs; provides quality control/quality assurance for water system operation

- Estimates time and cost of projects; schedules, plan and coordinates staffing levels, equipment and supplies to complete designated tasks and within established budget parameters; assigns, reviews, and evaluates the work of staff for accuracy, suitability, and completeness. Participates in the selection of, motivates, and evaluates assigned personnel; works with employees on performance issues; processes and works with other management to resolve employee grievances; recommends and implements discipline and termination procedures.
- Recommends District policies and implements programs and actions to maintain compliance with local, regional, state and federal laws and programs related to water, wastewater, solid waste, and worker and public health and safety.
- Participate in the development and administration of annual operations department budget. forecasts the need for: funds, staff, tools, materials, equipment, and capital purchases. monitors, reviews, approves, and processes expenses.
- Researches, reviews, and approves requisitions for necessary equipment, material and supplies; prepares equipment and bid specification documents.
- Completes and maintains a variety of records, reports, and/or studies including operations productivity, and administrative and technical reports; oversees the preparation of monthly Operations board report and participates in District board meetings.
- Oversees and evaluates the work of contractors and consultants; verifies work performed is consistent with District specifications and quality standards and approves payment.
- Directs emergency preparedness and response actions in operations for the District service area. Responds to and supervises emergency situations affecting mechanical pumping and/or conveyance infrastructure relating to water and wastewater; directs the use of emergency tools, provisions and equipment.
- Participates in the development of capital improvement projects for compliance with District: priorities, goals, specifications, regulations, and procedures.
- Coordinates projects with other departments, outside agencies, teams, consultants, developers, and/or property owners; develops documents and reports for assigned projects.
- Directs staff and the functions of the Computerized Maintenance Management System (CMMS) work orders, records, and report preparation. Develops and manages a preventative maintenance program for the water and wastewater systems and fleet maintenance; examines and evaluates maintenance functions and recommends improvements to same.
- Develops departmental standard operating procedures and emergency response policies and procedures.
- Assists the Finance Department in the coordination of water meter reading billing, rate evaluation, water delivery cost summaries, and turn offs/turn-ons.
- Attend Board, Committee and Commission meetings as directed or required; prepare monthly Board and Commission reports and agenda items as directed or required; attend public meetings as directed or necessary
- Enforces safety requirements (Cal-OSHA), establish additional, and inspect against those standards; ensures the maintenance of Material Safety Data Sheets (M.S.D.S.) records.
- Represents the District in resolution of citizen inquiries and complaints; suggests and/or takes appropriate corrective actions.
- Represents the District and participates in outside community and/or professional groups and/or organizations
- Serves in an on-call standby supervisory capacity (i.e. "Duty Supervisor") on a rotational basis.
- Performs other duties as assigned

## MINIMUM QUALIFICATIONS:

*Any combination of education and/or experience that provides the required knowledge, skills, and abilities to perform the essential functions of the position. A typical combination includes:*

### EDUCATION AND EXPERIENCE:

Equivalent to an associate degree in water quality and treatment, water/wastewater technology or a related field, and six (6) years of increasingly responsible experience in a water/wastewater treatment program, including at least three (3) years of administrative and supervisory responsibility. A bachelor's degree is desirable.

### KNOWLEDGE OF:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation.
- Principles and practices of budget development and administration.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Operations and services of a comprehensive water and wastewater system.
- Tools, equipment and materials used in water/wastewater system maintenance and repair.
- Applied principles of preventive maintenance.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Quality assurance principles and practices.
- Principles and practices of contract administration and management.
- Principles and practices of project and program management.
- Techniques for effectively representing the District in contacts with governmental agencies, community groups, and various business and professional organizations.
- Recent and on-going developments, current literature, and sources of information related to water and wastewater operations.
- Methods and techniques of preparing technical and administrative reports, and general business correspondence.
- District and mandated safety rules, regulations, and protocols.
- Modern equipment and communication tools used for business functions and programs, projects, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.

### ABILITY TO:

- Plan, organize, oversee and manage the staff and operations of the Utility Operations division.
- Develop and implement goals, objectives, practices, policies, procedures and work standards.
- Provide administrative, management, and professional leadership for the division.

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Prepare and administer division budget; allocate limited resources in a cost-effective manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Evaluate and develop improvements in operations, procedures, policies, or methods including preventive maintenance programs.
- Provide quality control and assurance on maintenance operations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Read and interpret plans and specifications.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively represent the division and the District in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

#### LICENSES AND CERTIFICATIONS:

- Must possess a valid driver's license with driving record satisfactory to the District and the District's insurance carrier.
- Possession or the ability to obtain within (18) eighteen months from date of hire, a California State Water Resource Control Board (SWRCB) Water Treatment Plant Operator Grade 2 (T2) certification
- Possession or the ability to obtain within (18) eighteen months from date of hire, a California State Water Resources Control Board (SWRCB) Water Distribution Operator Grade 2 (D2) certification desirable
- Possession of, or the ability to obtain within (18) eighteen months (after hire), a California Water Environment Association (CWEA) Collection System Maintenance Grade 2 (C2) certification.

Failure to obtain required certification(s) may result in immediate dismissal from position.

<b>TOOLS AND EQUIPMENT USED:</b>
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Personal computer, including standard office software, and project scheduling; fax, copy machine, calculator; motor vehicle; phone; cell phone and two-way radio.

<b>PHYSICAL DEMANDS:</b>
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The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job in compliance with the Americans with Disabilities Act (ADA) requirements. Reasonable accommodations may be made, on a case-by-case basis, to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in an office setting with some time spent in the field. Must possess mobility to work in a standard office setting and use standard office equipment, including a computer and to operate a motor vehicle to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Must possess mobility to work in the field; strength, stamina, and mobility to perform low to medium physical work, to supervise work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and light to heavy construction equipment and vehicles. The job involves fieldwork requiring walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds.

<b>ENVIRONMENTAL CONDITIONS:</b>
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Employees work mainly in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Employees occasionally work in outside weather conditions around moving mechanical parts and are occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic, or caustic chemicals. The noise level in the work standard environment is usually quiet to moderate.



# Utility Operations Manager

Agency/Department: Operations Department

Reports to: Engineering and Operations Manager

Supervises: Utility Operations Supervisor, Utility Operations Crew Chiefs, Maintenance Technician I/II Crew Chief, Operations Coordinator, and provides direct or indirect supervision to the Operation Maintenance Workers, Lead Water Quality Control Technician, Water Quality Control Technician, Equipment Operators I/II, Fleet Coordinator, and Fleet Assistant

Approved by:

Date Approved: January 2005

Date of Last Revision: 05/14/13

Reports to: Engineering and Operations Manager

Management/Confidential Exempt

**JOB SUMMARY:** The Utility Operations Manager will plan, organize, direct and review the activities of the water and wastewater operations in the Public Works Department. Manage, supervise and participate in a wide range of maintenance and repair related projects involving public infrastructure for water and sewer, public utility operations, fleet and equipment, and base facilities accomplished in compliance with all applicable regulatory operational, procedural and budget guidelines.

**DISTINGUISHING CHARACTERISTICS:** This is the advanced level supervisory management position with significant field and administrative responsibilities for planning and delivering program services, responding to emergency situations, and supervising personnel. Requirements include evening and weekend hours and response to emergency situations. This position is classified as Fair Labor Standards Act (FLSA) Exempt.

The Utility Operations Manager will develop and implement District programs, including but not limited to: job and safety training; infiltration/Inflow prevention; OSHA compliance; annual budget preparation; representation of the District to outside agencies and customers; prepare routine reports and perform cost analysis; employee development; and project prioritization and recommendations.

## EXAMPLES OF ESSENTIAL FUNCTIONS:

1. Serves as a member of the District and Public Works Department's management team and participate in the development and implementation of District goals, objectives, priorities, policies and procedures, project prioritization, and problem resolution.

2. Plan, direct, coordinate, supervise and review the work of assigned crews in scattered locations engaged in water and/or wastewater maintenance, repair, installation, construction, and vehicle maintenance.
3. Review, approve and may prepare requisitions for necessary equipment, material and supplies; Prepare equipment and bid specification documents.
4. Complete and maintain a variety of records and reports including time and materials records, work reports, and cost records.
5. Supervise, train, instruct, and motivate employees.
6. Recommend and enforce safety requirements and inspect against those standards; assist in maintaining Material Safety Data Sheets (M.S.D.S.) records.
7. Represent the District in resolution of citizen inquiries and complaints and suggest corrective actions; study maintenance functions and recommend improvements; process and resolve employee grievances.
8. Review and advise staff at various phases of work and give them specific support as needed; discuss work progress and ascertain the amount of materials, supplies and staffing level needed.
9. Prepare budget estimates and other staff reports.
10. Evaluate staff's performance and prepare performance evaluation reports in a timely manner.
11. Monitor maintenance, repair, and capital improvement budgets of project sites to evaluate work progress, process, and quality; resolve work problems; determine additional needs; assure continuous support and follow-up.
12. Schedule, plan and coordinate staffing levels, equipment and supplies to complete designated tasks and within established budget parameters. Assign, review, and evaluate the work of staff for accuracy, suitability, and completeness.
13. Keep informed of current trends and technology in areas of responsibility and apply to assigned functional area of responsibility.
14. Provide oversight and evaluation of contractor's work and verify work performed and billing for payment of work performed.
15. Estimate time and cost of projects to make the most economical use of District labor and materials. Participates in the development of capital improvement projects for compliance with District specifications, regulations, and procedures.

16. Recommends District policies and implements programs and actions to maintain compliance with local, regional, state and federal laws and programs related to water, wastewater, solid waste, and worker and public health and safety.
17. Coordinates projects with other departments, agencies, or teams, consultants, developers, and/or property owners; gives presentations to elected and appointed officials; responds to citizen inquiries and complaints, and takes appropriate action. Develop notification letters and other public information documents as appropriate.
18. Develop and manage a preventative maintenance program for the water and wastewater systems.
19. Assists in development of Capital Improvement Program projects.
20. Assist the Finance Department, as necessary and/or required, in the coordination of water meter reading billing, rate evaluation, water delivery cost summaries, and turn offs/turn-ons.
21. Knowledge of testing, repair, and maintenance of all water delivery system components.
22. Provide quality control/quality assurance for water system operation.
23. Requires an understanding of the Underground Service Alert process, coordinating and providing service to other District operations in the identification of underground

#### PERIPHERAL DUTIES:

1. Monitors inter-governmental actions affecting Water and Wastewater Operations.
2. Exhibits and practices support for management decisions. Exhibits a personal commitment to creating and sustaining a pleasant, cooperative, and productive work environment.
3. Serves as member of various employee committees or other assigned groups; assures inter-departmental coordination and cooperation.
4. Represent the District in related professional organizations as appropriate.
5. Serves as liaison with other agencies, public entities, and other District departments.
6. Performs other duties as assigned.

## MINIMUM QUALIFICATIONS:

*Any Combination of education and/or experience that provides the required knowledge, skills, and abilities to perform the essential functions of the position. A typical combination includes:*

### EDUCATION AND EXPERIENCE:

- A. Graduation from an accredited four-year college or university is highly desired. Formal education may be waived if there is demonstrated utility management experience with at least six (6) years experience in supervisory/management position; and
- B. Five (5) years of increasingly responsible experience in public works maintenance and repair at a journey or lead level, including at least two (2) years of administrative and supervisory responsibility.

### KNOWLEDGE OF:

- A. Materials, methods, practices, and equipment used in water distribution and production, wastewater, and fleet maintenance operations; Types and level of maintenance and repair activities generally performed in a water, wastewater, vehicle maintenance program; Occupational hazards and standard safety precautions necessary in the work as outlined in the District's Injury and Illness Prevention Plan as required by SB198; Principles of supervision, training, and performance evaluation; principles and practices of administration, budget and personnel management; Hazards and accepted safety precautions in the construction trades and/or garage operations; and safe driving principles and practices
- B. Geography of the District, including location of pump stations, major utility systems, water production, distribution and storage systems, and wastewater system and facilities.
- C. Understanding of the basic elements of civil engineering as they relate to water production, storage and distribution, and well development.
- D. Other types of utilities located within the public right of ways such as electrical, gas, telephone, cable, telephone and data communications.

### ABILITY TO:

- A. Ability to plan, organize, direct, review and supervise the work of semi-skilled and skilled maintenance personnel; evaluate maintenance needs and problems; identify materials and resources required to solve problems; read and interpret plans and specifications, work from sketches, penciled layouts and blueprints, prepare plans for minor projects; prepare and maintain a variety of records and reports; supervise, train, develop, motivate and evaluate employees; communicate clearly and concisely, both orally and in writing; hold subordinates accountable for performance and behavior; build trust and create a positive atmosphere within the

department between subordinates and supervisors; follow through on assigned tasks and promises made; establish and maintain effective working relationships with subordinates, peers, supervisors and the general public; estimate time, materials, and equipment needed to perform maintenance and repair work; make decisions and communicate the decision process and outcomes with subordinates and management team; and establish a monitoring system for work accomplished, plans, goals and objectives; remain calm in difficult situations, respond politely and courteously to citizen inquiries and complaints.

**SKILL IN:**

- A. Skill in operation of listed tools and equipment and basic First Aid; Developing and implementing improvements to systems and operations which can improve the operational effectiveness of the Department.
- B. Skill in basic computer knowledge including use of word processing, spreadsheet software, and Microsoft Outlook (e-mail).

**LICENSES:**

- A. Must possess a valid California or Nevada driver's license with driving record satisfactory to the District and the District's insurance carrier.
- B. Must be physically able to move about on construction work sites and under adverse field conditions.
- C. Must possess a valid T2 Water Treatment Operator Certificate and a D2 Water Distribution Operator Certificate or be able to obtain within twelve months from the date of hire, and;
- D. Any of the following are desirable: 1) Collection System Maintenance Technologist, 2) Cross-Connection Control Specialist, 3) Mechanical Technologist, 4) Backflow Prevention Assembly Tester, and 5) Sewer Treatment Plant Operator.

**TOOLS AND EQUIPMENT USED:**

Personal computer, including word processing, spreadsheet, database, and project scheduling, and familiar with Hanson or similar software for system information database; motor vehicle; phone; cell phone; mobile radio.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met any an employee to successfully perform the essential functions of this job in compliance with the American with Disabilities Act (ADA) requirements. On a case-by-case basis, reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office setting. Some outdoor work is required in the inspections of various land use developments, construction sites, or District facilities. Hand-eye coordination is necessary to operate computers, and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and smell.

The employee must occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works around moving mechanical parts, and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic, or caustic chemicals, risk of electrical shock, and vibration. The noise level in the work environment is usually quiet to moderate.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet, but can be moderately noisy depending on specific location. The work environment can be quite hectic and requires an ability to perform multiple tasks.

While performing the duties of this job, the employee is occasionally exposed to dust, pollens, and fumes.

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**FLSA Exemption status:** Exempt  
**Employee Unit:** Unclassified  
**Job Family:** Operations Department  
**Class Progression:** Maintenance Worker I/II  
Equipment Operator I/II  
Utility Operations Crew Chief  
Utility Operations Supervisor

Job Description: Utility Operations Manager  
K:\Job Descriptions\Management\Utility Operations Manager



**NORTH TAHOE  
PUBLIC UTILITY DISTRICT**

**DATE:** July 14, 2026

**ITEM:** G-1

**FROM:** Planning and Engineering Department

**SUBJECT:** Review and Discuss the Secline Beach Enhancement Project – Update and Conceptual Designs

**RECOMMENDATION:**

Receive an update on the Secline Beach Enhancement Project.

**BACKGROUND:**

The Secline Beach Enhancement Project is a three-year (2024-2026) planning and design project to develop a vision and preliminary design for public recreation access, environmental improvements, and facility enhancements for the Secline Beach public parcels in Kings Beach.

Secline Beach comprises three separate parcels owned by three different landowners, and this project has created an opportunity for all owners to collaborate toward a common development goal.

In 2024, the District received a \$240,000 TOT-TBID Dollars at Work program, multi-year sponsorship grant from North Tahoe Community Alliance (NTCA) to support this project. The project was scoped in three phases to engage the public and community stakeholders in sharing their vision and desires for the future of this central community location.

In 2025, the District was awarded a \$90,000 grant from the California Tahoe Conservancy to complete the environmental documentation required for any enhancements and/or infrastructure upgrades to the site project area.

The District has completed Phase 1 and Phase 2 of this project and is now beginning public outreach as part of Phase 3.

District staff are also working with the California Tahoe Conservancy (CTC) on a potential parcel exchange that would allow the District to take ownership of the CTC parcel at 141 Secline Street. This parcel is within the project site boundary and borders the District's existing parcel on Secline Street and the District's Secline Beach Sewer Pump Station.

This item provides an opportunity for discussion and feedback from the Board on the proposed conceptual design alternatives.

**STRATEGIC PLAN ALIGNMENT:**


Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective 2-E: Use the Active Recreation Needs Assessment to establish community priorities and set a roadmap for the future of District recreation facilities – Tactic 1: Engage the public and stakeholders to set priorities and direction for active recreation facility improvements and additions – Tactic 3: Find funding for the development of active recreation amenities.

Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective 2-F: Uphold maintenance and capital investment of existing facilities to ensure their vitality for generations to come – Tactic 3: Prioritize capital project planning and delivery of Park and Facility enhancements and new infrastructure.


**ATTACHMENTS:**

- Secline Beach Enhancement Project Update PowerPoint Presentation

**REVIEW TRACKING:**

Submitted By:   
Nathan P. Chorey, P.E.  
Engineering Manager

  
Justin Broglio  
Government and Community  
Affairs Manager

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

# Secline Beach Enhancement Project

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July 14, 2026 – Phase 3 Update

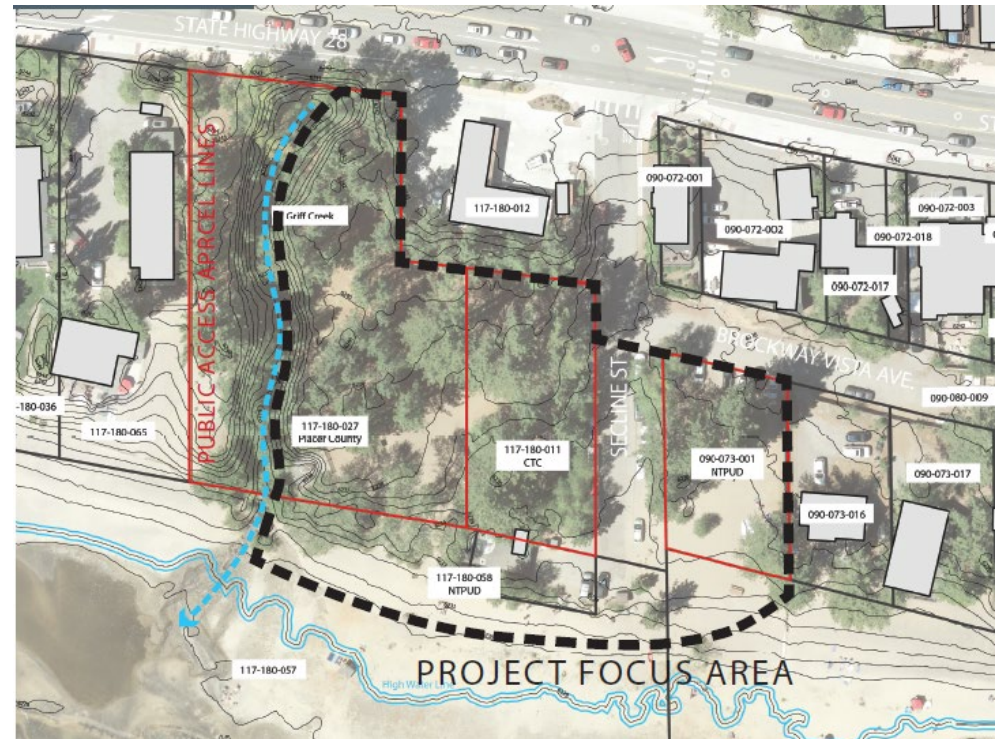
NTPUD Board of Directors



# Project Background

## About the Property

- Secline Beach is a public beach in Kings Beach. The beach consists of three different parcels, owned by NTPUD, California Tahoe Conservancy (CTC) and Placer County.
- NTPUD maintains their own parcel as well as the Placer County parcel.
- The CTC parcel is maintained by CA State Parks.



# Project Funding and Timeline

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## About the Project

- In 2024, the North Tahoe Community Alliance awarded a \$240,000 grant to NTPUD to fund the Secline Beach Enhancement – Planning and Design Project.
- In 2025, the District was awarded a \$90,000 grant from the California Tahoe Conservancy to fund the environmental assessments, documentation, and permits necessary for selected future site improvements

- The Project consists of three phases:

**Phase 1 – Listen and Discover.** April 2024 – March 2025. This first phase was a community engagement phase, which sought to gather community and stakeholder feedback on the improvement needs for the property.

**Phase 2 – Share Ideas and Draft Concept Plan.** April 2025 – October 2025. In the second phase, the ideas and feedback generated from Phase 1 will be shared with the community and stakeholders and a concept plan for site improvements will be drafted.

**Phase 3 – Confirm and Refine. November 2025 – December 2026.** Design consultants will develop schematic design of the selected improvements that can be used to solicit further construction funding.

## WHAT ARE WE WORKING ON?

North Tahoe Public Utility District (NTPUD), California Tahoe Conservancy (CTC), and Placer County are working together to understand community needs and desired improvements for Secline Beach in Kings Beach. Through North Tahoe Community Alliance (NTCA) grant funding, they are working together to plan for enhancements that will protect natural resources while providing a benefit to the Kings Beach community and visitors for generations to come. Improvements may include things like public recreation access upgrades, facility enhancements, and environmental improvements.



## PROJECT LOCATION



**Project Area:**

- Three public parcels
- Agencies working together for a coordinated and collaborative approach

## PLANNING PHASES



## HOW TO STAY INVOLVED

- ATTEND A COMMUNITY WORKSHOP
- ATTEND A COMMUNITY COFFEE TALK
- LOOK FOR THE NTPUD TABLE AT LOCAL EVENTS

Two community engagement windows have taken place between the fall of 2024 and the summer of 2025. Outreach efforts such as pop-up events, small-group conversations, and an online survey engaged residents, visitors, and other stakeholders in order to identify what makes Secline Beach special and what changes would make it better. Takeaways from each window are below:

**292** Survey responses received over 18 months of outreach

**9** Community events with over **200** attendees

## WINDOW 1

### WHAT ARE PEOPLE'S PRIMARY ACTIVITIES AT SECLINE BEACH?

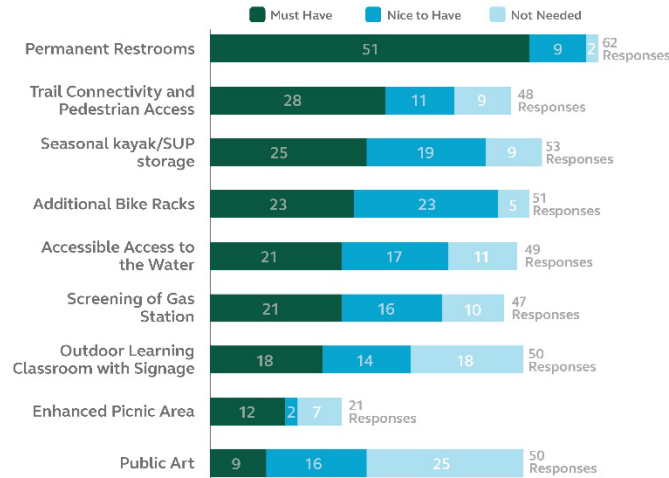


### WHAT DO PEOPLE VALUE MOST ABOUT SECLINE BEACH?



## WINDOW 2

### THE GRAPH BELOW SHOWS HOW RESPONDANTS PRIORITIZED POTENTIAL IMPROVEMENTS AT SECLINE BEACH.



### KEY PRIORITIES IDENTIFIED THROUGH OUTREACH:



#### PERMANENT RESTROOMS

Beachgoers expressed strong support for replacing the existing portable restrooms with permanent facilities at Secline Beach.



#### ACCESS

Support multimodal access through a shared-use path, expanded bicycle parking, and ADA improvements such as beach access mats and accessible picnic facilities




#### PASSIVE RECREATION

Secline Beach is primarily used for passive recreational activities such as beach-going, kayaking/paddle boarding, and swimming. Future improvements aim to support those activities while remaining true to Secline's small-scale, local character.

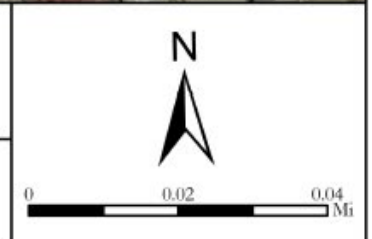


# NTPUD – Conservancy Land Exchange




**North Tahoe PUD Land Exchange:  
Secline Beach Project**


Current Owner: CTC Address: 141 Secline St, Kings Beach, CA 96143	APN: 117-180-011 0.29 Acres	<b>2026</b>
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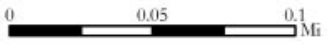


# NTPUD – Conservancy Land Exchange



	<h2>North Tahoe PUD Land Exchange: Secline Beach Project</h2>	
	Current Owner: North Tahoe Public Utility District Address: Kings Beach, CA 96143	APN: 111-010-005 10 Acres





## AT A GLANCE

Both concepts propose a suite of amenity, access, and circulation improvements that reflect community input. In Concept 1A, the restroom is discreetly located behind the gas station on Conservancy-owned land.

### PERMANENT RESTROOMS

- Located on CTC Parcel
- Two Stall Restroom
- Finish elevation above 100 year flood zone

### ACCESS IMPROVEMENTS

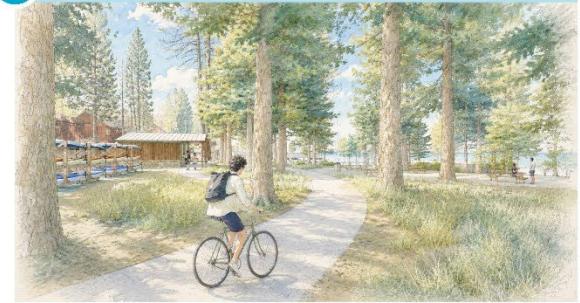
- Kayak/SUP drop off zone
- ADA beach access mat
- Shared use path and connection to SR28

### PASSIVE RECREATION

- Kayak/SUP storage
- Enhanced beach picnic area
- Outdoor classroom
- Additional bike parking



**A** View of Restroom Looking East



**B** View of Restroom from Secline Street



**C** View from Secline Street Looking South



<sup>1</sup> These improvements are undertaken as a Supplemental Environmental Project (SEP) as part of a settlement of a Regional Water Board enforcement action against the California Department of Transportation and the North Tahoe Public Utility District.

## AT A GLANCE

Concept 1B proposes a similar set of improvements to Secline Beach as Concept 1A, with the primary distinction between the two being the location of the restroom and bicycle parking facilities. In this option, the restroom is located outside the backshore on the NTPUD parcel with bike parking adjacent to it.

### PERMANENT RESTROOMS

- Located on NTPUD Parcel
- Two Stall Restroom
- Finish elevation above 100 year flood zone

### ACCESS IMPROVEMENTS

- Kayak/SUP drop off zone
- ADA beach access mat
- Shared use path and connection to SR28

### PASSIVE RECREATION

- Kayak/SUP storage
- Enhanced beach picnic area
- Outdoor classroom
- Additional bike parking



**A** View from Secline Street Looking South



**B** View of Kayak/SUP Drop Off



**C** Beach Picnic Area



# Next Steps



## Phase 3 Next Steps

- The District will host public workshops, coffee talks, and continue public outreach through July and August to gain feedback and community input on the two Conceptual Designs.
- In September, the California Tahoe Conservancy Board of Directors is anticipated to review the land exchange, tour the parcels, and discuss the District's proposed project.
- Throughout 2027, the District will pursue funding for construction of the recreation amenities.
- Construction will begin in 2028.

## July Public Outreach Opportunities

- Secline Beach Popup Sessions
  - Friday, July 17 (4 – 6pm)
  - Friday, July 31 (4 – 6pm)
- Toddler Time / Golden Hour (10am – Noon)
  - Tuesday, July 21
  - Tuesday, July 28
- Ice Cream in the Park (3 – 5pm)
  - Thursdays - July 16, 23, 30
- Music on the Beach
  - Friday, July 31
- Beach Cleanups (8:30 – 10am)
  - Monday – July 20
  - Monday – July 27



## NORTH TAHOE PUBLIC UTILITY DISTRICT

**DATE:** July 14, 2026

**ITEM:** G-2

**FROM:** Planning and Engineering Department

**SUBJECT:** Receive Presentation and Possibly Adopt Resolution 2026-14, Adopting a Conflict of Interest Policy Covering Construction Manager/General Contractor Project Delivery Projects and Approving Utilization of Construction Manager/General Contractor Project Delivery Method for the National Avenue Water Treatment Plant Capital Improvement Project

### **RECOMMENDATION:**

Receive Presentation and Possibly Adopt Resolution 2026-14, Adopting a Conflict of Interest Policy Covering Construction Manager/General Contractor Project Delivery Projects and Approving Utilization of Construction Manager/General Contractor Project Delivery Method for the National Avenue Water Treatment Plant Capital Improvement Project.

### **DISCUSSION:**

Senate Bill (SB) 598, approved on October 11, 2025, and effective January 1, 2026, will implement processes to streamline local agency water infrastructure projects by expanding the use of the Construction Manager/General Contractor project delivery method. SB 598 authorizes certain local agencies to use the Construction Manager/General Contractor (CM/GC) project delivery method for eligible water infrastructure projects intended to address water supply shortages attributable to ongoing drought, climate change, or related environmental factors.

Currently, Public Contract Code section 21568.1 authorizes the Metropolitan Water District of Southern California to use the CM/GC method for regional recycled water projects and other water infrastructure projects under specified conditions. SB 598 extends similar procedures to other eligible local agencies.

CM/GC is an alternative to traditional design-bid-build procurement. Under CM/GC, a construction manager provides preconstruction services during the design phase—including input on scheduling, pricing, phasing, and constructability. If the parties successfully negotiate pricing and the project design is sufficiently developed, the local agency may award the construction contract to the construction manager, which then serves as the general contractor. The local agency is not required to proceed to the construction phase.

Specifically, SB 598:

- Allows cities, counties, and special districts authorized by law to provide for the production, storage, supply, treatment, or distribution of water from any source to use the CM/GC project delivery method.
- Applies to the construction of recycled water facilities or other water infrastructure designed to alleviate water shortages attributable to drought, climate change, or other environmental factors.
- Limits each agency to 15 capital outlay projects. The authority sunsets on January 1, 2031, but contracts entered into before that date may continue through completion.
- Requires an enforceable commitment that the construction manager and its subcontractors will use a skilled and trained workforce, unless a project labor agreement applies (see Public Contract Code section 21568.6 for requirements and exceptions).

SB 598 is intended to expand delivery options for qualifying local water infrastructure projects. Potential benefits may include earlier contractor input during design, improved cost and schedule certainty, and reduced delivery risks.

A presentation will be provided explaining the Construction Manager/General Contractor project delivery method. This project delivery method is well-suited for the National Avenue Water Treatment Plant Improvements Project given the project's complexity and operational impacts. Following the presentation, the Board will consider possibly adopting Resolution 2026-14 which establishes a District conflict of interest policy specifically for CM/GC projects and in accordance with California law.

Staff recommends the use of the Construction Manager/General Contractor project delivery method for the National Avenue Water Treatment Plant Improvements Project. The National Avenue Water Treatment Plant (NAWTP) provides the primary source of potable water to the District's Tahoe Main water system and directly alleviates water shortages attributable to drought, climate change, or other environmental factors. The NAWTP meets Federal and California drinking water regulations and operates under the Surface Water Treatment Rule Filtration Avoidance Criteria and operates under Water Supply Permit No. 01-09-05-PER-014. Filtration avoidance permits are only provided to water systems where the source water is of exceptional quality and traditional filtration would not improve the water quality. There are 54,000 public water systems in the United States and there are only 60 filtration avoidance permits that have been issued and six of those are at Lake Tahoe.

The NAWTP, in its current configuration, was constructed and placed into service in November 2002. The NAWTP meets the filtration avoidance criteria by addressing pathogens that may be present in the water, but are not physically filtered from the raw water, by inactivation via multiple disinfectant barriers. At the NAWTP, the primary disinfection barrier is chlorine, and the second disinfection barrier is Ultraviolet (UV) disinfection. Combined, these two processes ensure inactivation of viruses, Giardia, and Cryptosporidium in conformance with Federal and California drinking water regulations.

The NAWTP project scope for engineering design includes the complete replacement of UV disinfection equipment, which is at the end of its useful life, evaluation of the sodium hypochlorite disinfection equipment, full replacement of the end-of-life control system, electrical equipment, and motor control centers. The detailed tasks include soliciting a quote

from the selected UV technology vendor for the procurement of UV equipment, reviewing the vendor documentation, coordinating network and control integration, updating control diagrams and I/O lists, and defining data exchange and cybersecurity measures for seamless UV system incorporation. The improvements also include physical security improvements, minor seismic and structural improvements, design to replace the existing motor control center including five motor starters, two VFDs, and other associated mechanical and electrical work.

If the Board agrees with moving forward with the CM/GC project delivery method for the National Avenue Water Treatment Plan Improvements Project and adopts Resolution 2026-14, staff will proceed with the completion of engineering design for the project in a manner that is tailored for CM/GC.

**FISCAL ANALYSIS:**

This project is included in the Fiscal Year 2026/27 Capital Budget for the Water Fund as National Ave Water Treatment Plant Equipment Assessment and Recommendations Study, Project # 2464 with a total available budget of \$400,000.

**STRATEGIC PLAN ALIGNMENT:**

Goal 1: Provide safe, efficient, sustainable water and wastewater services focusing on industry best practices and continuous improvement – Objective B: Optimize preventative maintenance of District utility system assets – Tactic 1: Continue corrective maintenance to improve system reliability – Activity a: Inspect and repair water systems asset deficiencies.



**ATTACHMENTS:**

- Construction Manager/General Contractor Delivery Method Presentation
- Resolution 2026-14 – Adopting a Conflict of Interest Policy Covering Construction Manager/General Contractor Project Delivery Projects and Approving Utilization of Construction Manager/General Contractor Project Delivery Method

**MOTION:**

Approve Staff Recommendation

**REVIEW TRACKING:**

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

Reviewed By:   
Patrick Grimes  
Chief Financial Officer

# Public Works Project Delivery Methods

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Board of Directors Meeting

July 14, 2026



# Project Delivery Methods

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- Traditional Design – Bid – Build
- How does NTPUD execute Design – Bid – Build
- Project Delivery Methods & why might you choose one
- Construction Manager General Contractor (CM/GC) Method
  - Overview
  - Role of CM/GC, Construction Phase and Guaranteed Maximum Price Packages
- California approves CM/GC Jan 1, 2026
- Why is NAWTP a good fit for CM/GC
- Next Steps

# Traditional Design-Bid-Build

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- Owner Hires design engineer to prepare project plans and specifications
- Project is Advertised to all Licensed Contractors
- Project awarded to Lowest Price Qualified Contractor
- Owner Manages Construction to ensure contractor builds per plans
- Benefits
  - Owner control of the design process
  - Competitive pricing through bidding
  - Cost certainty after opening bids
  - Roles clearly defined between Contractor and Owner
- Challenges
  - Long project delivery timelines for specialty equipment
  - Risk of Change Orders
  - Natural adversarial relationships
  - Limited opportunities for alternative methods or “Value” engineering
  - Contractor selection based only on price with no opportunity to evaluate experience of expertise

# NTPUD Public Project Bidding

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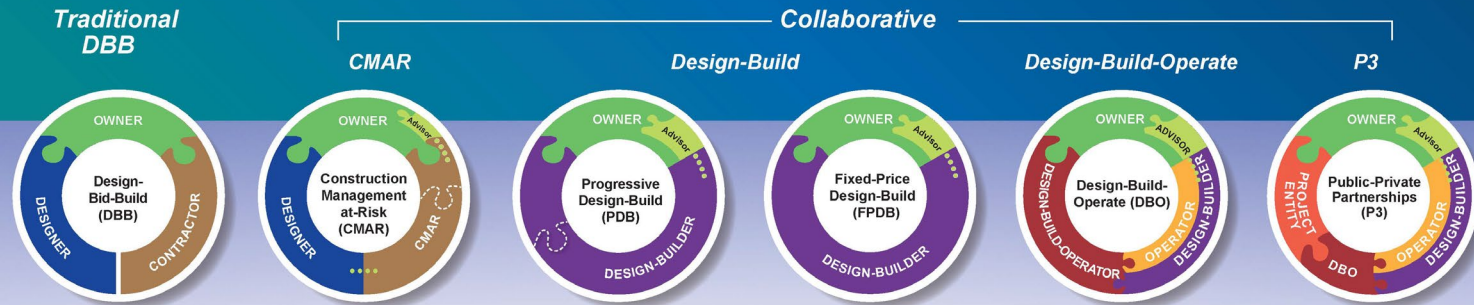
Follows California Public Contract Code

Capital Projects > \$220,000 (UPCCAA < \$220,000)

- Board Approval of Engineering/Architect Scope of Work
- Prepare Engineering Contract Documents
- Advertise for Bids, pre-bid meeting and public opening of bids
- Board Contract awarded on price to lowest qualified bidder
- Construction phase, 6 -18 months
- Notice of Completion and project close out

# Available Project Delivery Methods

## Spectrum of Collaborative Delivery Methods

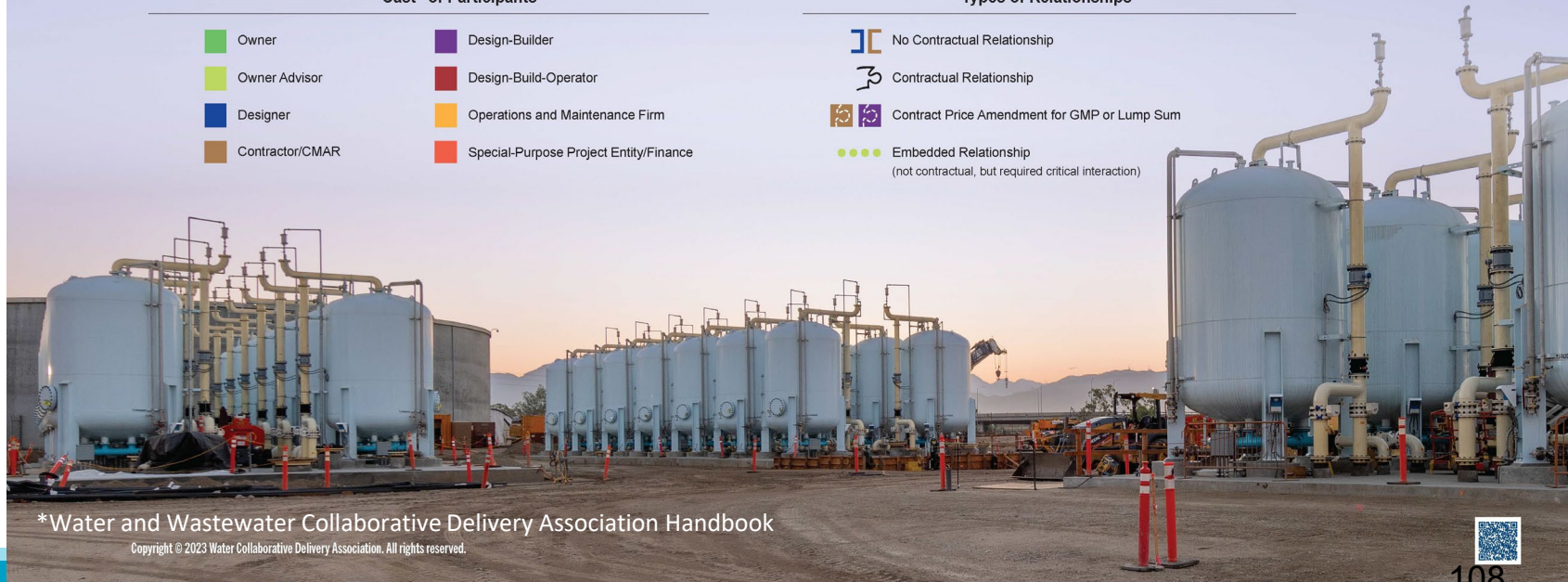


### "Cast" of Participants

- Owner
- Owner Advisor
- Designer
- Contractor/CMAR
- Design-Builder
- Design-Build-Operator
- Operations and Maintenance Firm
- Special-Purpose Project Entity/Finance

### Types of Relationships

- No Contractual Relationship
- Contractual Relationship
- Contract Price Amendment for GMP or Lump Sum
- Embedded Relationship (not contractual, but required critical interaction)



\*Water and Wastewater Collaborative Delivery Association Handbook

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## When to Consider Alternative Project Delivery Methods

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- There is a broad range of project delivery and ownership methods
- Alternative Methods are not necessarily the right answer for every project
- Key Project Delivery Questions to Consider
  - Schedule – How can procurement be modified to meet needs
  - Contractor Selection Process – How important is experience
  - Price Certainty – Is this the driver? What about Best-Value? Life Cycle Costs?
  - Risk Assignment – Shared or 100% contractor responsibility
  - Potential for Innovation
  - Complexity of the project

# Construction Manager General Contractor

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- Construction Manager General Contractor (CM/GC) = Construction Manager at Risk (CMAR)
- District first selects designer and proceeds through early phases of design
- Staff issues a request for proposals for qualified contractors
- Board awards CM/GC contract for best qualified contractor to complete design phase/preconstruction services
- District has contracts with Designer and Contractor simultaneously
- Engagement of designer and contractor is critical in design phase
- Collaboration is key to success

## CM/GC Role

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- What is the role of the Contractor in CM/GC
- Provides valuable input in design phase on:
  - Constructability of Improvements
  - Impacts of site layout and constraints
  - Identification of risk
  - Technical requirements
  - Identification of long lead procurement items
  - Schedule
  - Cost estimates
  - Identify efficiencies and cost savings during design
- Collaboration between Owner/Designer/CMGC
  - Increases budget certainty
  - Decrease constructability risks

## Construction Phase - CM to GC

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- Contractor transitions from Construction Manager to General Contractor
- Engagement in equipment selection and purchase
- Pre-selection of specialty subs (ex: system integrator)
- Development of Guaranteed Maximum Price Packages
- Preparation of sequencing and scheduling
- Identifying constructability and value engineering opportunities
- Construct Improvements

# Guaranteed Maximum Price Packages

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- Establish a cost of work based on defined scope – Open book method
  - Construction Labor
  - Materials
  - Construction Equipment
  - Overhead Costs
  - Contingency Allowances
  - Incentives/Shared savings
- Multiple Price Packages can be negotiated as design progresses
- Require cost reconciliation between owner/designer and CM/GC
- Designer and contractor team up to eliminate typical allowances
- Designer and contractor address code compliance together
- Means and methods defined early

# CM/GC in California

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- State Approved CM/GC per Senate Bill 598, effective Jan 1, 2026
- SB 598 is intended to expand delivery options for qualifying local water infrastructure projects.
- What are Qualifying Local Water Infrastructure Project?
  - Applies to the construction of recycled water facilities or other water infrastructure designed to alleviate water shortages attributable to drought, climate change, or other environmental factors.
  - Limits each agency to 15 capital outlay projects. The authority sunsets on January 1, 2031
  - Requires an enforceable commitment that the construction manager and its subcontractors will use a skilled and trained workforce

# Why CM/GC for the NAWTP Project?

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- National Avenue Water Treatment Plant Project (NAWTP)
  - Replacement of UV Disinfection and all Electrical and Controls
  - Contractor Experience is Critical
  - NAWTP is Filtration Exempt Facility, 1 of 60 in U.S. (54,000 water systems in the U.S.)
  - Significant operational impacts – NAWTP can only be out of service for limited period
  - Long lead procurement of Electrical and Controls equipment
  - Construction sequencing is key to success – Collaborative process for execution to minimize impacts and work in very limited space

## CM/GC next Steps

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- Board Approval of Resolution adopting conflict of interest policy required to use CM/GC for qualifying local water infrastructure projects
- Staff and Design Consultant continue engineering design in alignment with the CM/GC project delivery method
- Staff issues request for proposals for qualified contractors
- Board awards contracts
  - Design Consultant and CM/GC contracts through final design/pre-construction phase
- Final design and pre-construction phase completed
- Board Awards Guaranteed Maximum Price Construction and Procurement Contract(s)
- Construction Execution

**RESOLUTION NO. 2026-14  
RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT  
ADOPTING A CONFLICT OF INTEREST POLICY COVERING CONSTRUCTION  
MANAGER/GENERAL CONTRACTOR PROJECT DELIVERY PROJECTS AND  
APPROVING UTILIZATION OF CONSTRUCTION MANAGER/GENERAL  
CONTRACTOR PROJECT DELIVERY PROJECT METHOD**

**WHEREAS**, North Tahoe Public Utility District (“District”) desires to contract for Construction Manager/General Contractor Project Delivery construction projects pursuant to the authority of section 22199.5 et seq. of the Public Contract Code (“CM Statute”); and

**WHEREAS**, section 22199.6 of the Public Contract Code requires a local agency contracting under the CM Statute to comply with the procedures described in Sections 21568.5 to 21568.10, inclusive, of the Public Contract Code; and

**WHEREAS**, section 21568.10 of the Public Contract Code requires a local agency contracting thereunder to adopt “a standard organizational conflict-of-interest policy, consistent with applicable law, regarding the ability of a person or entity that performs services for the district relating to the solicitation to submit a proposal (“Conflict of Interest Policy Requirement”); and

**WHEREAS**, the purpose of this Resolution is to comply with the Conflict of Interest Policy Requirement; and

**NOW THEREFORE**, be it resolved by the Board of Directors of the North Tahoe Public Utility District:

1. The Construction Manager/General Contractor Project Delivery Conflict of Interest Policy, Number ENG-009, attached as Exhibit A, is hereby adopted.
2. The Board of Directors hereby approves the use of the Construction Manager/General Contractor Project Delivery Method authorized by section 22199.5 et seq. of the Public Contract Code.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT THIS 14<sup>th</sup> DAY OF JULY 2026, BY THE FOLLOWING ROLL CALL VOTE:**

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**

---

**Sue Daniels, President  
Board of Directors**

**ATTEST:**

---

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

**EXHIBIT A**



## NORTH TAHOE PUBLIC UTILITY DISTRICT

<b>POLICY:</b>	<b>NUMBER: ENG-009</b>
<b><u>Construction Manager/General Contractor Project Delivery</u></b>	<b>EFFECTIVE: JULY 14, 2026</b>
<b><u>Conflict of Interest Policy</u></b>	<b>REVISED:</b>
	<b>RESPONSIBLE PERSON: UOM</b>

### **PURPOSE:**

The purpose of this document is to clarify the North Tahoe Public Utility District's ("District") position on potential conflicts-of-interest that may arise when consultants or contractors (collectively, "Proposer") perform work for the District relating to Construction Manager/General Contractor Project Delivery construction projects (together, a "CM Project").

Organizational conflicts-of-interest can occur when, because of existing or planned activities or because of relationships with other entities, a Proposer is unable or potentially unable to render impartial assistance or advise the District; a Proposer's objectivity in performing the contract work is or might be otherwise impaired; or a Proposer has an unfair competitive advantage.

The policies and guidelines concerning the organizational conflicts-of-interest found herein may be specified or referenced in the Request for Qualifications ("RFQ") and/or Request for Proposal ("RFP") documents for a CM Project as well as any contract for the engineering/design services, inspection, or technical support in the administration of a CM Project.

Resolution of conflict-of-interest issues is ultimately at the sole discretion of the District. District reserves the right to cancel or amend the resulting contract(s) if a successful Proposer failed to disclose a potential conflict, which it knew or should have known about, or if a Proposer provided information in response to an inquiry from the District that is false or misleading.

After award, conflict-of-interest guidelines and policies shall continue to be monitored and enforced. If an organizational conflict-of-interest is discovered after award, the Proposer will make an immediate and full written disclosure to the District that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict-of-interest is determined to exist and the Proposer was aware of an organizational conflict-of-interest prior to award of the contract and did not disclose the conflict-of-interest, the District may terminate the contract with the Proposer for material breach. If the Proposer is terminated, the District assumes no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by the Proposer.

### **APPROACH**

The following approach to conflict-of-interest will apply to District procurements relating to a CM Project:

- I. A potential Proposer will not be allowed to participate as a construction-manager entity or to join a construction-manager team if, without limitation, any of the following is true:
  - A. Proposer is the District's design consultant, owner's representative, or otherwise providing contractual services on the CM Project.
  - B. Proposer is assisting in the procurement and/or management of the CM Project, including the preparation of the RFQ and/or RFP language or evaluation criteria.
  - C. Proposer has performed work on a previous contract that specifically excludes them from participating as a construction-manager entity or joining a construction-manager team on the CM Project.
  - D. Proposer is under contract with any other entity or stakeholder to perform oversight on the CM Project.
  - E. Proposer would violate applicable federal and state conflict-of-interest rules and regulations by participating as a construction-manager entity or joining a construction-manager team.
- II. Proposers who may have potential conflicts-of-interest in relation to a CM Project and wish to participate as a construction-manager entity or join a construction-manager team must:
  - A. Conform to applicable federal and state conflict-of-interest rules and regulations including, without limitation, the California Political Reform Act, California Government Code Section 1090, the federal Copeland "Anti-Kickback" Act and federal conflict-of-interest rules set forth in the federal funding agency's administrative grant and cooperative agreement regulations. Federal conflict-of-interest rules and regulations shall only apply where the CM Project receives federal funding.
  - B. Disclose all relevant facts relating to past, present or planned interest(s) of the Proposer's team (including the Proposer, Proposer's proposed consultants, contractors, subconsultants and/or subcontractors and their respective chief executives, directors and key personnel) which may result, or could be viewed as an organizational conflict-of-interest in connection with any CM Project procurement, including present or planned contractual or employment relationships with any current employee of the District.
  - C. Disclose in the response documents to an RFQ and/or RFP for a CM Project, all of the work performed in relation to the CM Project being procured under the RFQ and/or RFP, when requested.

- D. Provide all records of the work performed in relation to the CM Project to the District so that all information can be evaluated and made available to all potential construction-manager teams, if necessary.
- E. Ensure that the Proposer's contract with any entity to perform services related to the CM Project has expired or has been terminated.

Upon review of the information provided above, the District's General Manager will determine, in his or her sole discretion, if the Proposer has an organizational conflict-of-interest. Decisions of the District's General Manager regarding organizational conflicts-of-interest may be appealed to the District Board. The decision of the District Board shall be final with respect to the disposition of the organizational conflict-of-interest and non-appealable.

- III. For other potential conflicts-of-interest not mentioned above (e.g. employee changing companies, merger/acquisitions of firms, property ownership, business arrangements, financial interest), Proposers shall disclose and address any conflicts-of-interest or potential conflicts-of-interest when participating as a construction-manager entity or joining a construction-manager team. District will then determine if an organizational conflict-of-interest exists.
- IV. The successful Proposer or firms affiliated with the successful Proposer are prohibited from competing on any agreement to provide construction inspection services for the CM Project. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise. No subconsultants who are providing design services in connection with the CM Project shall be eligible to compete for any agreement with the District to provide construction inspection services for the CM Project.
- V. The forgoing shall not constitute a limitation on the obligations of the Proposer in relation to organizational conflicts-of-interest.



## NORTH TAHOE PUBLIC UTILITY DISTRICT

**DATE:** July 14, 2026

**ITEM:** G-3

**FROM:** Planning and Engineering Department

**SUBJECT:** Review and Discuss Proposed Amendments to the District's Water and Sewer Ordinances

### **RECOMMENDATION:**

Review, discuss, and provide direction to staff on the proposed amendments to the District's Water and Sewer Ordinances.

### **DISCUSSION:**

On April 13, 2021, the Board of Directors adopted Ordinances No. 397 updating the District's Sewer and Water Ordinances. Consistent with the District's Strategic Plan, Staff evaluates the Ordinances on an ongoing basis, for compliance with State Law, to identify language clarifications and to align with District practices. Staff has continued to review the Sewer and Water Ordinances relative to the District's practices as well as industry best practices.

The proposed amendments to District's Ordinances will be discussed with the Board of Directors during this agenda item. Following this discussion, staff will incorporate feedback and bring the Sewer and Water Ordinance amendments to the Board for adoption at the August regular meeting.

Please note: The 'redline' versions attached to this report includes edits displayed in red, blue, green, and purple. Those colors merely indicate the different contributors and iterations of edits through this ordinance update process.

### **FISCAL ANALYSIS:**

The proposed changes will have a de minis fiscal impact.

### **STRATEGIC PLAN ALIGNMENT:**

Goal 3: Enhance District governance and partnerships – Objective 3-A: Maintain best practices in public agency governance throughout all levels of the District. Tactic 1: Keep accurate and up-to-date ordinances and policies in alignment with best practices, laws, and regulations.

### **ATTACHMENTS:**

- Presentation on Ordinance Amendments

- NTPUD Water Ordinance with Redlined Amendments
- NTPUD Water Ordinance with Amendments (clean)
- NTPUD Sewer Ordinance with Redlined Amendments
- NTPUD Sewer Ordinance with Amendments (clean)

**MOTION:** Review and Provide Direction on the Proposed Amendments

**REVIEW TRACKING:**

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

# Water and Sewer Ordinances Review of Proposed Language

---

Board of Director Meeting

July 14, 2026



# Water and Sewer Amendments

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## Proposed Amendments and Process

- Last Update was April 2021
  - Monthly Rates and Connection Fees Updated annually (attachments to Ordinances)
- Updates to conform with State Law Changes
- Include Additional Definitions
- Align Ordinances with Business Practices
  - Extension of Facilities Reimbursement Agreement, Meter Testing, Billing Adjustments up to 6 months, excess water use analysis modified for smart meters.
- Process to inspect properties and align water and sewer fixture units using the California Plumbing Code to right size water meters and monthly billing
- Uncontrollable Loss of Water\*
- Deed Restricted ADU and Junior ADU are exempt from connection fees\*
- Disconnection of Services\*
- Permanent Prohibition of Irrigation of Non-functional Turf.\*
- \* Discussed further in the following slides

# Water and Sewer Amendments

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- **Uncontrollable Loss of Water**
  - Current – Uncontrolled loss of water >100,000 gallons eligible for relief
  - Propose Differentiating Residential and Multifamily/Commercial Threshold
    - Single Family Residential > 41,000 gallons
    - Multifamily & Commercial > Tier 3 threshold for account meter size
      - 1" Tier 3 – 46,000 gallons
      - 2" Tier 3 – 134,000 gallons, etc.
  - Current Relief Applications are less than five per year
  - Smart Meters will provide early detection of high-water use
    - Customers can set their own water consumption alerts
    - District staff can review continuous use reports generated daily for early detection

# Water and Sewer Amendments

---

- **Accessory Dwelling Units (ADUs and JADUs)**
  - Update Accessory Dwelling Unit information for compliance with California Government Code
  - Waive Water and Sewer Connection Fees when all conditions met for:
    - Existing Single Family Residential Unit and;
    - Constructs up to one ADU and one JADU and;
    - Permitted through TRPA and Placer County;
    - Deed restricted requiring occupancy meeting applicable affordable, moderate- or achievable-income requirements
  - Waiver does not apply to water and sewer rates, fees, construction costs or other charges

# Water and Sewer Amendments

---

- Owner Request for Temporary Disconnection of Services
  - Beginning January 1, 2027 – No Temporary Disconnection of Services will be approved
  - Permanent Disconnect permitted with removal of sewer & water infrastructure and surrender of all previously paid connection fees
  - Reconnect at a future date requires payment of all new connection fees and no credit for any previously paid connection fees

# Water and Sewer Amendments

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- Prohibition of Potable Water Irrigation of Nonfunctional Turf
  - California Approved AB 1572 effective January 1, 2024 that:
  - Prohibits the use of potable water for irrigating nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities
  - Non-functional Turf - Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly
  - Compliance Deadlines vary by ownership between 2027 and 2031.

## Next Steps

---

- Staff updates Ordinance text based on Board direction
- Staff brings Ordinance text back for Board review, if necessary
- Board agenda item for consideration of approval – August 11
- If approved, post a copy of the newly adopted Ordinance in three public places within the District.
- Publish Ordinance in the local newspaper immediately following adoption
- Ordinances become effective 30 days after passage and publication

# NTPUD WATER ORDINANCE

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## CHAPTER 1

### GENERAL

#### 1.1 PURPOSE

The purpose of this Ordinance is to establish the rules, regulations, conditions of service, and rates for water service by the North Tahoe Public Utility District. The General Manager shall administer and enforce this Ordinance and may adopt and impose administrative rules or regulations to assist in doing so. By applying for or receiving water service from the District, each customer, on its own behalf and on behalf of its guests, tenants, employees and anyone else using water at the property, covenants and agrees to be bound by and to comply with all regulations of the District as may be in force at the time of application and as may subsequently be adopted by the District.

#### 1.2 VARIANCES

The General Manager is authorized to consider and grant variances from the requirements of this Ordinance, including the Technical Specifications, upon application by any person. Variances shall only be allowed under the following circumstances: (1) the granting of the variance will not significantly adversely impact the operation and maintenance of District facilities, including but not limited to economic impacts, (2) the granting of the variance will not result in adverse public health or environmental consequences, (3) there is no other practical alternative available to the applicant which does not require the granting of a variance, and (4) the applicant has proposed to utilize the highest technological methodology available in design and construction so as to avoid or minimize adverse impacts on District facilities.

#### 1.3 TECHNICAL SPECIFICATIONS

The General Manager shall adopt and amend the Technical Specifications. Any amendments to the Technical Specifications shall be incorporated by reference into this Ordinance upon their adoption.

#### 1.4 DEFINITIONS

##### 1.4.1 Accessory Dwelling Unit (ADU).

An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence, as provided in Government Code section 66313, as it may be amended. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. In the event that Placer County adopts an ordinance regulating ADUs as permitted by State Code Government Code section 65852.2, accessory dwelling unit shall mean-include an ADU as defined in such ordinance.

1.4.2 Junior Accessory Dwelling Unit (JADU)

A unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence, as provided in Government Code section 66313, as it may be amended.

1.4.21.4.3 Backflow.

The reversal of the normal flow of water caused by either backpressure or backsiphonage.

1.4.31.4.4 Backflow Preventer.

An assembly or means designed to prevent backflow.

1.4.41.4.5 Backpressure.

The presence of pressure in any portion of the customer's service greater than the pressure at the service connection.

1.4.51.4.6 Backsiphonage.

The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply from any source other than its intended source caused by a reduction of pressure in the potable water supply system.

1.4.7 California Plumbing Code (CPC).

The California Plumbing Code incorporates by adoption the Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials with necessary California amendments.

1.4.8 Commercial/Industrial.

Service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, schools, hotels, etc.) and for purposes that do not come directly under another classification of service

1.4.9 Common Meter.

A common meter account is for irrigation purposes only.

1.4.10 Connection Fees.

A one-time charge for customers connecting to the system or a customer increasing capacity. A cost based charge reflecting the value of system capacity based on the utility's infrastructure costs. Does not include meter installation fee, tap fee, fire service detector and/or to physically connect to the system

1.4.61.4.11 Contamination.

An impairment of the quality of potable water by sewage, industrial fluids, waste fluids, compounds, or other materials to a degree which creates an actual or potential hazard to the public health through poisoning, toxicity, or the spread of disease. Contamination shall include any impairment prohibited by applicable law.

1.4.71.4.12 Cross-Connection.

Any physical connection or arrangement or piping or fixtures between two otherwise separate piping systems one of which contains potable water and the other non-potable water or industrial fluids of questionable safety, through which, or because of which, backflow or backsiphongage may occur into the potable water system.

1.4.81.4.13 Cross-Connection Control.

The District's program and measures to protect the Water System from backflow and cross-connections, including hazard assessments, elimination or control of cross-connections, and installation, testing, inspection, and maintenance of approved backflow prevention assemblies, backflow preventers, and air gaps as required by the Cross-Connection Control Policy Handbook, the California Plumbing Code, this Ordinance, the Technical Specifications, or District-approved cross-connection control plans or standards. The installation of an approved backflow prevention assembly at the water service connection to any customer's premises.

1.4.91.4.14 Customer.

The owner of a property, or his/her authorized agent, receiving water service from the District. Customer may include, as appropriate, the tenant of a property directly receiving service as permitted by this Ordinance.

1.4.101.4.15 District.

The North Tahoe Public Utility District, a California public utility district authorized under Public Utilities Code, § 15501 et seq.

1.4.111.4.16 District Board or Board.

Board of Directors of the North Tahoe Public Utility District, an elected body.

1.4.121.4.17 Enforcement Officer.

A District employee designated to enforce this Ordinance.

1.4.18 Equivalent Dwelling Unit.

Commercial, industrial, and multi-family units are assigned varying equivalent dwelling unit (EDU) multipliers depending on the type of business, seat count, fixture count, or

building size. A residential living unit is 1.0 EDU. The non-residential EDUs are determined using the District’s Mixed Use Billing Account type Determination form during the plan check process or during a property inspection.

1.4.131.4.19 Exempt ADU.

~~An ADU or JADU for which the District is prohibited from requiring a new or separate utility connection, or from imposing a related connection fee or capacity charge, under Government Code section 66311.5 or any successor statute. An ADU where the District is precluded from requiring the installation of a new or separate connection for ADU under Government Code section 65852.2, as it may be amended.~~

1.4.141.4.20 Flow Restrictor.

A device that reduces the rate of water flow, provided that flows remain sufficient for residents health and safety purposes.

1.4.21 Mixed Use Commercial.

A customer that has both residential and commercial uses on the property will be categorized mixed use commercial when the number of commercial equivalent dwelling units (EDUs) is greater than the number of residential EDUs, as determined under the then-current rate schedule or District administrative procedures.

1.4.22 Mixed Use Multi-Residential.

A customer that has both residential and commercial uses on the property will be categorized mixed use multi-residential when the number of residential equivalent dwelling units (EDUs) is greater than or equal to the number of commercial EDUs, as determined under the then-current rate schedule or District administrative procedures.

1.4.151.4.23 Multi-Family Residential.

Residential uses containing two or more residential units, including apartment buildings, duplexes, townhomes for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes., ~~motels, and hotels.~~

1.4.161.4.24 Parcel.

A lot or other legal unit of real property as recognized by Placer County.

1.4.171.4.25 Pollution.

Means the presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health, but which does adversely and unreasonably affect such waters for domestic use.

~~1.4.18~~1.4.26 Potable Water.

Any water, which, according to recognized standards, is safe for human consumption.

~~1.4.19~~1.4.27 Pressure Reducing Valve.

A valve device providing regulation of water pressure to limit the pressure for use within a structure.

~~1.4.20~~1.4.28 Pressure Relief Valve.

A valve device providing relief of surges in the system due to excessive pressure within or external to the structure.

~~1.4.21~~1.4.29 Private Service Lateral.

The portion of a customer's water distribution system that is past the water service connection.

~~1.4.22~~1.4.30 Property.

A parcel or group of adjacent parcels owned in common ownership if permitted by the District, as set forth in Section 2.3.1.

~~1.4.23~~1.4.31 Residential.

A single family home or multi-family residential use.

~~1.4.24~~1.4.32 Service Size for Billing Purpose.

Water service size for billing purposes is a single size, even when compound water meters are used. The water service size for billing purposes is determined by correlating the calculated demand for the customer service connection using the [Uniform California Plumbing Code](#) or from standard engineering practice to a standard water meter flow rate capacity. This calculated water service size for billing purposes may vary from the actual meter size installed because certain site conditions necessitate the installation of a larger meter than required by the flow capacity and/or modern turbine flow meters span a very large range of flow rates.

~~1.4.25~~1.4.33 Service Unit.

The [basebasie](#) level of regular water service used for billing or similar purposes.

~~1.4.26~~ [Uniform Plumbing Code \(UPC\).](#)

~~A code published and updated periodically by the International Association of Plumbing and Mechanical Officials as amended by the State of California incorporated into the California Building Standards Code. If further amended by Placer County or other~~

~~applicable land use authority, the UPC shall include these amendments to the extent provided by applicable law.~~

1.4.34 Single Family Residential.

A single family residential unit shall mean a single family dwelling that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

~~1.4.27~~1.4.35 Technical Specifications.

The rules and regulations adopted by the General Manager regarding the Water System.

~~1.4.28~~1.4.36 Water Service Connection.

The water service connection point is where the District's system connects to the customer's private system and the District loses jurisdiction and sanitary control over the water. The District's water supply piping extends from the water main to the property line and includes the meter, meter box, meter lid, meter curb-stop, fire detector check, and fire meter and shall be maintained by the District except as otherwise stated. All pipes and fixtures extending or lying beyond the water service connection shall be installed and maintained by the owner of the property. In other cases and subject to Section 5.1, if the water meter is at a location other than the property line or easement boundary, the water service connection shall be where the customer's piping connects to the District's water supply piping at the property line or easement boundary. The District reserves the right to relocate any of its water infrastructure described above to the property line or easement boundary. The customer will continue to own the private system on the customer's property.

~~1.4.29~~1.4.37 Water System.

The system is owned and operated by the District to deliver potable water to customers at the applicable water service connection.

## CHAPTER 2

### CONDITIONS OF SERVICE

#### 2.1 WATER SYSTEM OPERATION

##### 2.1.1 Transfer of Title to Water.

Title to water furnished by the District shall pass from the District to the customer at the water service connection. As such, full responsibility for the carriage, handling, storage, disposal and use of water and any related damage shall be the customer's sole and complete responsibility from the water service connection through the place of end of use. The District is not responsible for damage to the property if a leak or water damage occurs inside of the structure or at any place after the water service connection.

2.1.2 Interference with the Water System.

No person shall interfere or tamper with any part of the water system, except as permitted in this Ordinance or by the General Manager. No person shall make or permit any unauthorized connection to the water system.

2.1.3 Water Pressure and Supply.

The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and will furnish such quantities and pressures as are available in the water system. Without limiting the foregoing, the District does not and cannot guarantee that its water system will provide sufficient water quantities or pressure for fire protection purposes. No contract to provide a minimum water quantity or pressure is created by accepting service from the District.

2.1.4 Service Interruption.

The District reserves the right at any and all times to discontinue water delivery for the purpose of maintenance, repairs, and alterations to its water system. Wherever possible, advance notice of interruption of service will be given to all water users affected. In addition, the District may experience unintentional or unexpected loss of water delivery. Any loss or damage suffered as a result of any service interruption shall be the customer's sole responsibility.

2.2 CUSTOMER'S PRIVATE SYSTEM

2.2.1 Service Lateral Maintenance.

The customer shall maintain the private service lateral as necessary to receive service at the water service connection. This obligation shall include the installation and maintenance of a pressure relief valve or pressure reducing valve as required by the Technical Specifications.

2.2.2 Shutoff Valve.

The customer shall install, maintain, and use a customer's shutoff valve to turn water on and off for their convenience. Such valve shall be located downstream of the water service connection. If the District needs to turn off water to the customer's property, it may, but is not required to, do so at the shutoff valve.

2.2.3 Access to Facilities.

By applying for and/or receiving water service from the District, each customer irrevocably licenses the District and its authorized employees, contractors, and agents to enter upon the consumer's property at reasonable times for the purpose of reading, inspecting, testing, checking, repairing, maintaining or replacing the water system.

2.2.4 Use of Water.



Except with the prior written authorization of the District, no customer shall use, or permit the use of, any water furnished by the District on any property other than the customer’s property, nor shall any customer resell or donate any water furnished by the District.

2.3 ADMINISTRATIVE PROVISIONS

2.3.1 Service Unit.

All service to structures (including but not limited to ADUs) or other uses on the same parcel or contiguous parcels in the same ownership shall be a single service unit and shall have a single water service connection unless the District determines that a separate water service connection is necessary or advisable. The determination of what constitutes the same ownership, contiguous parcels, and a service unit shall rest solely with the District. Multiple structures on the same parcel being served with different points of connection shall constitute separate service units. In addition, and upon written request by the property owner and approval by the District, a property owner may have more than one service unit on the same parcel or contiguous parcels of property. Notwithstanding the foregoing, in no event shall a separate meter or water service connection be required for an Exempt ADU or JADU, except as allowed by law.

2.3.2 Service Calls.

Subject to the provisions of this Ordinance, customers may request a service call from the District. If the issue is or may potentially be the District’s responsibility, the District will respond to provide assistance or determine responsibility for the issue.

~~3.0.0 Change of Accounts.~~

~~In the event the name of an account is changed, or transferred, or there is a request to read the meter, there shall be a fee charged to the account as shown in the District’s rate schedule.~~

~~CHAPTER 5~~ CHAPTER 3

**NEW OR MODIFIED SERVICES**

~~5.13.1~~ DISTRICT APPROVAL OF CONNECTIONS

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb the water system without first obtaining a water connection permit from the District and paying all applicable fees.

~~5.23.2~~ NEW SERVICE

~~5.2.13.2.1~~ General Requirements.

New services will be connected subject to the following conditions:

(a) The property to be served is within the water service area of the District.

(b) A District water main of adequate capacity and pressure, as solely determined by the District, exists in a publicly traveled right of way, or District easement abutting a principal boundary of the land to be served; or adequate mains, pumps, and storage facilities, as solely determined by the District, are constructed in accordance with the Technical Specifications.

(c) The customer shall apply for service. Applications for new service shall be in writing on forms provided by the District and signed by the customer or authorized agent. Applications shall be supported by such data as the District may require, such as a map or legal description of the property to be served, the date service is to begin and the names and billing address of the recorded owners responsible for payment. If the person making the application is not the owner of the property, permission to bill this person must be provided to the District on a form provided by the District. Applications are valid for one-year from the date of submittal.

(d) The customer shall obtain a water connection permit from the District and construct all necessary facilities as identified on the permit in accordance with the Technical Specifications or other applicable law.

(e) The customer shall not have any outstanding amounts owed against the property to be served, on any District water or sewer account, subject to applicable law. ~~to the District on any water or sewer account.~~

(f) Connection fees shall be collected at the time of issuing the permit for a water connection. Connection fees shall be charged at the rate in effect on the day of application for service from the District. Applications will be voided if connection fees are not paid within one-year of receipt of the application by the District. Payment of connection fees constitutes acceptance of a new service connection application by the District and billing will commence in accordance with Chapter 6. No connection fees will be refunded after connection. The connection fees collected for such application shall be returned to the Applicant if the connection is not made, upon written request and connection fee refund charge, and a new application and payment of fees will be required before service will be provided. No refund or credit will be provided for previously paid water service charges billed in accordance with Chapter 6.

#### 5.2.23.2.2 Water Use Without Approved Application.

A person taking possession of a premises and using water from an active water service connection without having made an application to the District shall be held liable for the water delivered from the date of the last billing. If a proper application for water service and outstanding bills for service are not brought current within fourteen (14) days of notification by the District, the service may be discontinued by the District in accordance with Section 7.2.

#### 5.2.33.2.3 Extension of Facilities.

If the District water system must be extended to provide service at the water service extension, the applicant shall comply with this Section.

(a) Necessary Facilities. The extension facilities necessary to serve any parcel shall be determined solely by the District and may include oversizing subject to Subsection (e). These facilities may be designed by the District or a qualified agent of the applicant and shall be installed in accordance with the Technical Specifications and other plans and specifications required by the District. Upon completion, inspection, and acceptance of the facilities by the District, they shall be owned and operated by the District as a part of the District water system. The applicant shall install extension facilities utilizing a competent and experienced contractor, licensed in California, and approved by the District. The District reserves the right to construct, with its own personnel or by contract, all extension facilities including but not limited to storage facilities, pumping plants, taps of existing mains, and extensions involving complicated connections to, or interference with, the District's existing facilities.

(b) Location of Facilities. Extension facilities shall be located only on land owned by the District in fee, or in a public street or highway, or in an easement granted to the District and satisfactory to the District. The applicant will cause to be conveyed or granted to the District, without cost to the District, such lands and/or easements as the District determines to be necessary for the extension facilities. Lands shall be conveyed to the District in simple, free and clear of liens or encumbrances, except for such encumbrances of record that may be acceptable to the District. Easements shall be granted in such form as shall be satisfactory to the District.

(c) Costs and Expenses. The applicant shall be solely responsible for all costs and expenses. The applicant shall deposit cash into escrow or an irrevocable standby Letter of Credit in favor of the District issued by a bank reasonably acceptable to the District with the District in a sum equal to 125% of the estimated total cost of the construction of the extension facilities prior to commencement of final design and construction. If, upon completion of the work, the amount paid to or deposited with the District is less than said actual costs, the difference shall be paid to the District by the applicant prior to the commencement of service. Any amount paid or deposited in excess of said actual cost will be credited toward usage or refunded upon application.

(d) Environmental Documentation. Whenever the District determines that an environmental document is necessary, the District will provide applicant with an estimate of the cost. The applicant will deposit an amount sufficient to cover sixty (60) days' of expenses with the District. The District's actual costs, including overhead expenses and legal and consultant fees, of preparing said report, and conducting hearings as necessary will be invoiced to the applicant monthly and shall be deducted from the deposit. The applicant shall pay such invoices and/or replenish the deposit. If the applicant fails to do so, the District may suspend or cease work and/or take any action necessary to recover the amounts owed. At the conclusion of the process, any remaining deposit amounts shall be returned to the applicant without interest.

(e) Reimbursement. In the event that the District requires the installation of any extension facilities larger than those necessary to serve the parcel or extension facilities that would have been required to serve adjacent or nearby parcels upon their development, the District and applicant may enter into a reimbursement agreement outlining the terms and conditions of reimbursement to the applicant. Reimbursement agreement shall be effective for a maximum of ten (10) years. Any prorated reimbursement amount shall be determined by the District based on years remaining on the agreement and total parcels capable of being served. Upon termination of the ten (10) year period, any pro rata share shall become the property of the District.

### 5.33.3 ALTERED SERVICE

Customers shall notify the District and obtain a water connection permit, if necessary, whenever the use changes or new additional structures are built on parcels having existing water service. In such instances, the District may require a new or increased connection fee. A credit shall be provided for previously paid connection fee. No refund or credit shall be provided for situations where altered service results in a lower connection fee. The District may require the private service lateral, meter or other portion of the District water system be modified if necessary, to comply with this Ordinance as a condition of approving any altered service.

## ~~CHAPTER 6~~CHAPTER 4

### SPECIAL SERVICES

#### 6.14.1 TEMPORARY SERVICE

##### 6.1.14.1.1 General Temporary Service.

Service which the District determines will be for less than one year and will not require installation of a permanent connection shall be provided upon payment of the total estimated cost of installing and removing the connection and a security deposit. Service charges and rates shall be in accordance with the billing procedures and rates contained within this Ordinance.

##### 6.1.24.1.2 Service Through a Fire Hydrant.

Temporary use of water from a fire hydrant must be authorized by the District, and a hydrant meter must be obtained from the District. A deposit ~~equal to the value of the replacement cost of the hydrant meter~~ will be paid to the District in accordance with the Fee Schedule, Attachment A-3. Upon termination of the temporary service, if the District equipment is returned without damage, the deposit will be refunded less applicable charges. The customer must provide a hydrant wrench necessary to operate such hydrant.

#### 6.24.2 FIRE SERVICE

The District will provide water service for fire hydrants and other facilities used exclusively for fire protection at such pressure, and at such rates of flow, as may be available from time to time as a result of the operation of the water system. The District does not warrant or guarantee any pressure or range of pressures, or any flow or rate of flow. The District shall not be liable for any damage in any manner arising out of the non-availability of water, or water pressure, at any hydrant or facility used for fire protection purposes. All fire service systems shall be designed and installed in accordance with the Technical Specifications.

## ~~CHAPTER 7~~CHAPTER 5

### METERS

#### 7.15.1 METERED SERVICE

All services from the District water system shall be metered. Generally, each service unit shall be separately metered. Due to existing piping arrangements, this may not be possible. The District may elect to meter a group of customers, or parcels at the sole discretion of the District. For multi-family residential uses, the number of meters shall be at the discretion of the District. All newly constructed multi-family residential uses shall be individually metered by dwelling unit or master metered as determined by the District.

7.1.15.1.1 Location.

Meters will be located immediately adjacent to or within the customer's parcel within adjacent to the right of way. Exceptions to this requirement may be specifically authorized under such circumstances as the District may consider appropriate.

7.1.25.1.2 Change in Location of Meters.

Meters moved for the convenience of the customer or to ensure compliance with this Ordinance or other applicable law or regulation will be relocated at the customer's expense. Meters moved for other reasons shall be moved at the District's expense.

7.1.35.1.3 Sealing.

All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by employees or authorized agents of the District.

7.1.45.1.4 Size of Meters and Customer Service Line.

Meter size and customer service line size shall be determined by the District in its sole discretion. The District provides a minimum standard of a 3/4-inch customer service line and 3/4-inch water meter to all water customers.

7.1.55.1.5 Re-evaluation of Meter Size and Customer Service Line

(a) Requested by Customer. A customer may request a change in the customer service line and meter size based on changed conditions or code compliance upgrades at the place of service or when historical usage indicates a change is warranted. The customer shall be responsible for any costs incurred in making the change including meter installation fees and connection fees. Adjusted water service charges will begin on the first day of the billing period following the completion of the work.

~~(b) Required by District. The District may require a change in meter size when the historical usage indicates the meter is operating above or below the meter's rated design capacity. The customer shall be given written notice in advance of the change. The customer shall be responsible for any costs incurred in making the change. The District may require a change in the customer service line, meter, or service size for billing purposes when, based on historical usage, meter performance, inspection, verified fixture count, California Plumbing Code fixture-unit calculations, standard engineering practice, or other relevant information, the District determines that the existing meter or customer service line is not appropriately sized or is operating above or below its rated design capacity. The customer shall be given written notice in advance of~~

any required change. If the change is required solely as a result of the District’s reevaluation of existing service conditions and not because of an unpermitted customer change, the District will perform the meter size change at its expense and will not charge connection fees or meter installation fees for the meter size increase. The customer shall remain responsible for costs associated with the customer’s private system, including any required change to the customer service line or onsite plumbing. Adjusted water service charges will begin on the first day of the billing period following completion of the work. This subsection does not limit the District’s authority under Section 3.3 to require permits, connection fees, meter installation fees, or other charges for altered service, added fixture units, increased use, or work performed without required District approval.

7.25.2 METER READING AND METER ACCURACY

7.2.15.2.1 Frequency of Meter Reading.

Meters will be read, as practical, on a monthly basis. Additional readings will be made on commencement and termination of service, and as required by special circumstances. The fact that a meter is not read shall not preclude computation of a bill. The District may change the frequency of meter reading if a new frequency is determined to be more cost effective.

7.2.25.2.2 Meters That Cannot Be Read Due To An Obstruction.

Where a meter cannot be read because of an obstruction, the customer will be notified and shall be required to remove the obstruction. If an obstruction is not removed within thirty (30) days of notification, service may be ~~terminated~~discontinued in accordance with Chapter 7.

7.2.35.2.3 Testing Meters.

The District will test the accuracy of its meters upon the request of a customer and charged the fee per Attachment A-3. The customer may witness the test. If a meter is found to be working improperly, it will be repaired or replaced by the District and any testing fees refunded or waived.

(a) Adjustment for Meter Errors - Fast Meters. If a meter tested at the request of a customer is found to be more than two percent (2%) over registration~~fast~~, the excess charges for the time service was rendered to the customer requesting the test, or for a period of six months, whichever shall be the lesser, shall be refunded to the customer. The cost of the test shall also be waived or refunded.

(b) Adjustment for Meter Errors - Slow Meters. If a meter tested at the request of a customer is found to be more than ten (10%) percent slow in the case of Residential services, ~~or~~ more than five (5%) percent under registrations~~slow for other than Residential services~~, the District may bill the customer for the amount of the undercharge based on corrected meter readings

for the time service was rendered to the customer requesting the test, or for a period of six months, whichever shall be the lesser for the period, not exceeding six months, that the meter was in use.

(c) Non-Registering Meters. If a meter is found not to be registering, the charges for service shall be based on the estimated consumption. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District.

7.2.45.2.4 Excess Water Use.

Where water meters are installed and available to be read, readings shall be analyzed to determine excess water usage within seven (7) calendar days of the meter reading date. If the usage is in the abnormal range as determined by the District, the customer shall be notified, and the service turned off if the residence or business on the property is vacant. If contact of property owners or emergency shutoff of service has not been completed within this period, the property owner shall be responsible for all water used during the seven (7) day period, and only for the historical use thereafter, until the date of contact with the property owner or shutoff of service. When the property owner is contacted, all usage charges shall apply after the date of contact. This subsection, and any reductions in billing, shall not apply in situations where meters cannot be read due to adverse conditions or where meters are prevented from being read by conditions beyond the control of the District. The customer remains responsible for monitoring water use and repairing leaks or abnormal use on the customer side of the water service connection. The District's failure to identify, notify, or turn off service for abnormal use shall not relieve the customer of responsibility for water delivered through the meter, except as expressly provided in Section 5.2.5 or required by law.

7.2.55.2.5 Uncontrollable Loss of Water.

(a) Where a customer, through no fault of their own, has incurred excessively high water bills during one event or meter read cycle, relief may be granted by the District even though the water has passed through the water service connection. Relief is intended for situations where lines have frozen and broken, and the detection and correction of such a break could not have reasonably been accomplished in time to avoid the excessively high-water usage. Single family residential customers who have had uncontrollable loss of water greater than 41,000 100,000 gallons in one event or meter read cycle may request relief under this subsection. Multi-residential and commercial customer may request relief under this section that have an uncontrollable loss greater than the corresponding Tier 3 threshold for their billing meter size.

(b) Request for relief must be in writing to the District. The General Manager will, to the greatest extent possible, confirm that the high overage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. The General Manager may decide to provide relief for some or all of the overage, above detailed consistent with the then-current rate schedule and applicable law. in the criteria above 100,000 gallons. This decision may be appealed to the Board. Relief under this Section is discretionary and does not create a right to a billing adjustment. The District may deny relief where

the customer cannot provide documentation satisfactory to the District or where granting relief would be inconsistent with this Ordinance, the District's rate schedule, or applicable law.

## CHAPTER 8 ~~CHAPTER 6~~

### BILLING

#### 8.16.1 GENERAL

##### 8.1.16.1.1 Water Service Charges.

The District shall charge customers for water service at the rates set forth in Attachment A-1 of this Ordinance. Such fees and charges shall be adopted by ordinance or resolution. Any new or modified fees or charges shall be incorporated by reference into this Ordinance and Attachment A-1 by reference upon their effectiveness.

Any water service overcharges or undercharges discovered shall be refunded or billed to the customer for a period of six months or as long as the customer has owned the property, whichever shall be the lesser.

##### 8.1.26.1.2 Connection Fees.

The District shall charge applicants for connecting to the water system at the fees set forth in Attachment A-2 of this Ordinance. Such fees shall be adopted by ordinance or resolution. Any new or modified fees shall be incorporated by reference into this Ordinance and Attachment A-2 by reference upon their effectiveness.

Notwithstanding any other provision of this Ordinance, the District shall apply connection fees, capacity charges, meter installation fees, and monthly service charges for accessory dwelling units and junior accessory dwelling units in accordance with Government Code section 66311.5, Government Code section 66013, and any successor statutes. An accessory dwelling unit or junior accessory dwelling unit shall not be considered a new residential use for purposes of calculating connection fees or capacity charges for water service unless the unit is constructed with a new single-family dwelling. For any accessory dwelling unit or junior accessory dwelling unit described in Government Code section 66323(a)(1), the District shall not require a new or separate utility connection directly between the unit and the Water System or impose a related connection fee or capacity charge, except as authorized by Government Code section 66311.5. For any accessory dwelling unit for which a new or separate utility connection may lawfully be required, any connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit on the Water System, based on square footage or drainage fixture units, and shall not exceed the reasonable cost of providing service.

In addition to any exemption required by state law, the District shall waive District water connection fees for up to one accessory dwelling unit and one junior accessory dwelling unit per parcel, in addition to an existing primary dwelling, where the unit is subject to a recorded deed restriction, in a form acceptable to the District, requiring occupancy by

households meeting applicable affordable, moderate, or achievable-income requirements under TRPA requirements or other District-approved affordability requirements. Unless expressly waived by the Board or the then-current rate schedule, this waiver does not apply to monthly service charges, consumption charges, meter installation fees, inspection fees, reimbursement obligations, construction costs, or other non-connection fees or charges, which shall be billed as provided in this Ordinance, Attachment A-3, and the then-current rate schedule.

8.1.36.1.3 Other Fees and Charges.

Subject to any provisions set forth in this Ordinance or applicable law, the District shall charge applicants, customers, or other persons for other services at the rates set forth in Attachment A-3 of this Ordinance. Such fees or charges shall be adopted by ordinance or resolution. Any new or modified fees or charges shall be incorporated by reference into this Ordinance and Attachment A-3 by reference upon their effectiveness.

8.26.2 BILLING FOR WATER SERVICE CHARGES

8.2.16.2.1 Bills.

~~Those portions of the bill attributable to base charges or consumption~~ Water service charges shall begin on the first day of the billing period following the installation of the water meter as required under Section 5.1. ~~Those portions of the bill attributable to water system replacement or capital improvements, if any, shall begin on the first day of the billing period following the payment of the connection fee and receipt of a water connection permit as required under Section 3.1.~~ Basic ~~Unless the rate schedule provides otherwise,~~ Base water service is billed in arrears. Bills will be mailed or sent electronically at the beginning of each billing period to the address furnished to the District. The customer shall be responsible ~~to keep~~ for keeping the District advised of the address to which bills are to be mailed. Non-receipt of a bill shall not relieve a customer of any payment obligation to the District.

8.2.26.2.2 Payment.

Bills shall be due and payable upon presentation. Payment shall be made to the District office. Bills shall become past due in thirty (30) days, and delinquent in sixty (60) days from the billing date and may become a lien on the property (60) days after the billing date.

8.2.36.2.3 Delinquent Bills.

In the event of delinquency in the payment of any rates, or charges, or installation charges thereof, or interest thereon, penalty and interests shall be imposed as set forth in ~~in~~ set forth Attachment A-3 of this Ordinance.

8.2.46.2.4 Responsibility for Payment

(a) Unless otherwise provided by law, all charges for water service shall be billed to the owner of the property making application for service. Upon written request of the

owner, and approval by the District, charges for water service shall be billed to the person occupying the property provided, however, that in the event of delinquency, such charges shall be billed to the property owner and remain with the property. In such case, the owner shall be deemed the person receiving service under Public Utilities Code section 16472.1 and should charges remain delinquent, the District shall place a lien on the property.

(b) Should the property be sold, and a delinquent bill exists on said property, the District will transfer those charges to any other open account under the name of the previous owner afforded such service. Should the property be sold, and no other account is available to accommodate the transfer, the District may utilize whichever collection methods it wishes to recover the fees from the prior owner.

(c) Charges for sewer collection and water service provided by the District shall be billed upon the same bill and collected as one item.

## ~~CHAPTER 9~~ CHAPTER 7

### **DISCONTINUANCE, DISCONNECTION, TERMINATION, AND ABANDONMENT OF SERVICE**

#### 9.17.1 DISCONTINUANCE OF SERVICE FOR NON-PAYMENT

##### 9.1.17.1.1 Residential Customers.

The District shall not discontinue service to residential customers for non-payment of bills. Rather, when a bill is delinquent, the District may install a flow restrictor to such water service connection. The District shall provide fourteen (14) days' written notice to the customer prior to doing so.

##### 9.1.27.1.2 Non-Residential Customers.

Service to non-residential customers may be discontinued for non-payment as provided in this section. However, service shall not be terminated during the pendency of any investigation into a customer dispute or complaint or when the customer has been granted an extension of time to pay the applicable bill.

The following steps will be followed where an active service must be discontinued:

(a) Customer and/or owner of property will be noticed at least ten (10) days before the time and date for discontinuance. This ten-day period shall commence five (5) days after District mails customers and/or owner notice via mail. The notice shall in a form approved by the General Manager and District Counsel.

(b) A notice will be placed on the property at least 48 hours prior to discontinuance.

As an alternative to discontinuance of service to non-residential customers, the District may install a flow restrictor under the procedures set forth in Section 7.1.1.

9.27.2 DISCONTINUANCE OF SERVICE FOR OTHER REASONS

9.2.17.2.1 Grounds for Discontinuance.

In addition to ~~discontinuance for non-payment~~the provisions set forth in Section 7.1, the District reserves the right to discontinue water service or disconnect any water service connection for any of the following reasons:

- (a) The customer fails to comply with this Ordinance or any of the District's rules, regulations or policies.
- (b) The service is being furnished without a proper application or under a false or fraudulent application.
- (c) The customer unlawfully tampered or interfered with the District's facilities.
- (d) The District or a State or County public health officer finds that there exists a condition hazardous to the health and safety of the customer or any water user of the District.
- (e) The customer fails, after notice from the District, to remove an obstruction that prevents the reading of the meter.
- (f) The customer fails to maintain the facilities in a suitable condition that allows for reading of the meter.
- (g) The customer does not meet the requirements of the District's water conservation provisions in this Ordinance.

9.2.27.2.2 Procedures for Discontinuance.

Unless otherwise provided in this Ordinance, the District shall provide written notice of planned discontinuance or disconnection at least five (5) days in advance. In addition, the Placer County Health Department shall be advised of pending water shutoff. Notice shall not be required if a health and safety emergency necessitates immediate termination. In such event, the District shall provide whatever notice is practicable.

9.37.3 REQUEST TO TURN OFF OR TURN ON CUSTOMER'S SERVICES

In the event of an emergency, as determined by the District, the District will, upon request, turn off or turn on the customer's service. A temporary turn off shall not exempt the customer from paying any applicable minimum monthly charge for water service.

9.47.4 TERMINATION/RECONNECTION OF SERVICES

~~Except as provided in Section 7.5, w~~Water service to an existing developed property may not be terminated. If all uses on the property requiring water service have permanently ceased, the owner may request termination of service. If all use requiring water at the property ceases, then a service may be terminated. The District may approve termination only after the District determines that

termination and physical disconnection will not create a public health, safety, environmental, operational, or regulatory concern and the owner provides evidence of any required demolition, building, TRPA, Placer County, or other approvals. Termination of service shall include the removal of the water meter and capping of the private service lateral at the water main. Charges for service will cease effective the first day of the billing period following system disconnection. Any request to reconnect to the water system shall be processed as a new application for service. To obtain water service for the same parcel in the future will require applying for a new water service and payment of all then current fees and charges, and there is no credit for any fees or deposits paid for the water service being abandoned.

**9.57.5 OWNER REQUEST FOR TEMPORARY DISCONNECTION OF SERVICES**

There is no temporary disconnection of services starting on January 1, 2027. The only way to avoid monthly system charges is to terminate the service in accordance with Section 7.4. Owners may request a temporary disconnection and reconnection of water service where service will be discontinued for at least ninety (90) days. In such cases, the District may require that the structure be physically disconnected from the water service at the water meter box. Those portions of the bill attributable to base charges or consumption shall cease during the temporary disconnection period, effective the first day of the billing period following temporary disconnection. Those portions of the bill attributable to water system replacement or capital improvements, if any, shall continue to be charged during the temporary disconnection period. Any request to reconnect to the water system shall be processed as a reconnection and not a new application for service.

**~~CHAPTER 10~~ CHAPTER 8**

**WATER CONSERVATION**

**~~10.18.1~~ WATER CONSERVATION AND USE REQUIREMENTS**

Customers shall not use water in a manner that is wasteful and without a reasonable purpose. These requirements in this Chapter are to ensure the most efficient use of the water resources available to the District, and to enable the water system to be operated in the most cost-effective manner for the benefit of all the District customers.

8.1.1 Permanent Prohibition on Potable Water Irrigation of Nonfunctional Turf.

(a) For purposes of this Section, the terms "common area," "common interest development," "community service organization or similar entity," "community space," "functional turf," "homeowners' association," "nonfunctional turf," and "recreational use area" shall have the meanings set forth in Water Code section 10608.12, as amended. This Section shall be interpreted consistent with Water Code section 10608.14, as amended.

(b) Potable Water shall not be used to irrigate nonfunctional turf on properties served by the District as follows:

(1) All properties owned by the Department of General Services, beginning January 1, 2027.

(2) All properties owned by local governments, local or regional public agencies, and public water systems, except those specified in paragraph (5), beginning January 1, 2027.

(3) All other institutional properties and all commercial and industrial properties, beginning January 1, 2028.

(4) All common areas of properties of homeowners' associations, common interest developments, and community service organizations or similar entities, beginning January 1, 2029.

(5) All properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on those properties to climate-appropriate landscapes, whichever is later.

(c) Notwithstanding paragraph (b), the use of Potable Water is not prohibited by this Section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to address an immediate health and safety need.

(d) Any postponement or revision adopted by the State Water Resources Control Board pursuant to Water Code section 10608.14(c), as amended, shall apply to this Section.

(e) This Section is a permanent water use restriction and applies irrespective of whether a Water Conservation Action Stage has been declared under Section 8.2.

(f) A violation of this Section constitutes non-compliance with this Ordinance and may be enforced pursuant to Chapters 7 and 11 and Attachment A-3, as each may be amended.

(g) The District shall communicate the requirements of this Section to its customers on or before January 1, 2027, and thereafter as reasonably necessary.

#### 10.28.2 WATER CONSERVATION ACTION STAGES

Stages of water conservation measures, use requirements, and restrictions are set forth in this Section. Increasing stages correspond with increasing levels of required water conservation, use, and restrictions as formally declared by the Board at a publicly noticed meeting.

The District shall operate in Water Conservation Stage 1 under normal conditions. The Board may declare other levels when conditions warrant.

Each increasing stage level also includes all conservation measures, use requirements, and restrictions of all previously declared lower level stages.

Customers shall meet the most current conservation stage declared by the District, or other government agencies, whichever is more restrictive.

~~10.2.18.2.1~~ Stage 1: 10% Reduction Goal.

- (a) The customer shall maintain the private service lateral, from the water service connection, in good repair.
- (b) Any leak or abnormal use in plumbing and/or irrigation systems, including running toilets, or any leak in any receptacle used to store water for any purpose, shall be repaired when found; in any case, the leak shall be repaired within ten (10) days of District notice to repair.
- (c) Irrigation resulting in application of, or runoff onto, sidewalks, walkways, roadways, parking lots, structures, any non-irrigated area, or adjacent properties is prohibited.
- (d) Any use of water which results in flooding or runoff into gutters, streets or onto adjacent property is prohibited.
- (e) Automatic shutoff valves or nozzles shall be used whenever a hose is used for cleaning or clearing of vehicles, walkways, patios, tennis courts, decks, driveways, parking areas, or other improved areas, whether paved or unpaved.
- (f) Automatic shutoff valves or nozzles shall be used whenever water is used in connection with construction activity.
- (g) Decorative water features which do not recirculate water are prohibited.
- (h) Written authorization from the District shall be obtained prior to use of any fire hydrant for any purpose other than fire suppression or emergency aid.
- (i) Water pressure shall not exceed 60 psi within any structure.
- (j) Irrigation systems shall be winterized and discontinued from operation by November 1<sup>st</sup> each year.
- (k) Any new irrigation system installed shall be equipped with rain sensing device halting irrigation during and within 48 hours after measurable precipitation.
- (l) New non-turf landscaping, including bedding plants and trees, shall be on drip, micro sprinkler, or micro sprayer irrigation systems. Overhead watering is only allowed for turf areas.
- (m) Landscaping may not be irrigated: (1) between the hours of 9:00 AM and 6:00 PM, (2) during, or within 48-hours after, measurable precipitation, and/or (3) when the air temperature is less than 40 degrees Fahrenheit.

~~10.2.28.2.2~~ Stage 2: 20% Reduction Goal.

- (a) Water consumption by each customer, as measured by the District's meter, shall be reduced by twenty percent (20%).

- (b) No irrigation shall occur on Saturday.
- (c) Properties with even number street address may only irrigate on Monday, Wednesday, and Friday.
- (d) Properties with odd number street address may only irrigate on Tuesday, Thursday, and Sunday.
- (e) Irrigation of non-turf areas which exclusively utilizes drip systems, including micro sprinklers and micro sprayers, or a hose with an automatic shutoff nozzle, shall be exempt from designated irrigation days.
- (f) Water shall not be applied to hard surfaces for any reason, except as required for pavement resurfacing or sealing, or health and safety reasons.
- (g) Filling or refilling of swimming pools.
- (h) Water consumption and allowed uses shall be reduced as specifically prescribed for individual customers based on historic consumption, type of use, time of use, or any other relevant factors.
- (i) All visitor accommodations businesses shall wash guest linens only upon request and/or after checking out. A placard or notice stating such shall be displayed in each guest room.
- (j) All public entities shall display informational material, placards, and/or decals, provided by the District, in places visible to all customers.
- (k) The owner and/or manager of each hotel, motel, restaurant, convention center, and other visitor-serving facility shall display informational water conservation materials, placards, and/or decals, provided by the District, in places visible to all customers.

~~10.2.38.2.3~~ Stage 3: 30% Reduction Goal.

- (a) Water consumption by each customer, as measured by the District's meter, shall be reduced by thirty percent (30%).
- (b) No irrigation shall occur on Saturday, Sunday, or Wednesday.
- (c) Properties with even number street address may only irrigate on Monday and Thursday.
- (d) Properties with odd number street address may only irrigate on Tuesday and Friday.
- (e) Irrigation of non-turf areas which exclusively utilizes drip systems, including micro sprinklers and micro sprayers will be allowed only Monday through Friday and shall be prohibited on Saturdays and Sundays.



(f) All food service and drinking establishments shall serve drinking water only upon request and shall provide a placard at each table, and/or language on their menu, stating such.

(g) Other specific water reduction mandate, and/or use restrictions, as defined and designated by the Board when Stage 3 action is declared.

10.2.48.2.4 Stage 4: 40% Reduction Goal.

(a) Water consumption by each customer, as measured by the District’s meter, shall be reduced by forty percent (40%).

(b) The use of water for other than domestic and commercial non-irrigation use is prohibited.

(c) Irrigation of landscaping of any type is prohibited, except that irrigation of public facilities may be permitted pursuant to review, conditioning, and approval by the District.

(d) The application of water to hard surfaces is prohibited.

(e) Use of decorative water features is prohibited.

10.2.58.2.5 Stage 5: 50% Reduction Goal.

(a) Water consumption by each customer, as measured by the District’s meter, shall be reduced by 50%.

10.2.68.2.6 Stage 6: Greater than 50% Reduction Goal.

The District may implement mandatory water rationing using rolling outages, or other methods, should the situation require. Affected customers will be notified via public outreach, local media, written notice posted at the property, mail, and/or personal contact.

~~CHAPTER 11~~ CHAPTER 9

**CONTROL OF BACKFLOW AND CROSS CONNECTIONS**

11.19.1 GENERAL

No water service connection to any premises shall be installed or maintained by the District unless the public water supply is protected in accordance with the State Water Resources Control Board Cross-Connection Control Policy Handbook (CCCPH), the California Plumbing Code, this Ordinance, the Technical Specifications, any District Cross-Connection Control Plan, and other applicable law, as each may be amended.~~as required by State regulations and the requirements of this Ordinance.~~

11.29.2 DISTRICT RESPONSIBILITY

The District shall administer a cross-connection control program to protect the water system from contamination or pollution. The General Manager may adopt, maintain, and update a CCCPH compliant Cross-Connection Control Plan, technical standards, forms, procedures, and customer notices. The District may survey premises, perform or require hazard assessments, determine the degree of hazard, determine the type and location of required protection, require corrective action, and coordinate with the State Water Board, the local primacy agency, Placer County, fire authorities, and other agencies.

The District shall be responsible for the protection of the water system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection to the extent required by law. If, in the judgment of the District, an approved backflow prevention assembly is required on the customer's water service connection for the safety of the water system, the District shall give notice in writing to the customer to install an approved backflow prevention assembly. District shall not be responsible for any loss or damage directly or indirectly resulting from or caused by the proper, improper, or negligent installation, operation, use, repair or maintenance of, or interfering with, any protective device by any customer or any other person.

#### 11.39.3CUSTOMER RESPONSIBILITY

It shall be the responsibility of each customer at their own expense to furnish, install, field test, replace, and keep in good working order and safe condition, any and all backflow prevention assembly, air gap, or other backflow protection required by the District.~~protective devices~~. Once notified of the need to install a backflow prevention assembly, the customer shall immediately install such approved assembly at the customer's own expense; and failure, refusal or inability on the part of the customer to install, have tested and maintain the assembly shall constitute a ground for discontinuing water service to the premises until the requirements have been satisfactorily met.

No customer shall install, maintain, modify, remove, bypass, or operate any piping, fixture, equipment, auxiliary water supply, irrigation system, fire protection system, or other condition in a manner that creates an unprotected cross-connection or backflow hazard.

Customer to maintain an adequate heat source to backflow prevention assembly housing in order to prevent cold weather from affecting the operation of the assembly.

#### 11.49.4TESTING AND MAINTENANCE

Backflow prevention assemblies shall be approved for the intended use and installed at the location and in the manner required by the District and applicable law. Each backflow prevention assembly required by the District shall be tested after installation and then thereafter annually to assure proper operation. In instances where a hazard is deemed great enough, the District may require additional testing ~~may be required~~ at more frequent intervals. The customer shall bear all costs of device testing. The cost of any maintenance required as a result of inspections or testing is the responsibility of the customer. Maintenance work shall be performed by the owner or the owner's representative. Records of inspections, testing or repairs shall be kept by the District and made available to the California Department of Health Services.

The District will notify the customer when tests are required and supply the necessary test forms and instructions. These [approved test](#) forms will be completed by the certified backflow prevention tester and returned to the District by the date indicated. All required field testing and inspections shall be performed by persons certified or otherwise qualified as required by the State Water Board's Cross-Connection Control Policy Handbook and the District's Cross-Connection Control Program or Plan. Testers shall be certified by the American Water Works Association, California-Nevada Section. Test procedures shall be those recommended by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California.

#### 11.59.5 NON-COMPLIANCE

If, following an inspection and/or testing, a required backflow prevention assembly a device is found to be in non-compliance, the customer shall be notified and given fourteen (14) days to correct the deficiency after which time the inspection will be repeated.

The District shall cause discontinuance of water service if a backflow prevention device has failed to be tested properly or properly maintained or installed as required by the District.

### CHAPTER 12 CHAPTER 10

#### PRIVATE SERVICE LATERAL RELOCATIONS

##### 12.10.1 GENERAL

The purpose of this Chapter is to establish regulations relative to the relocation of private service laterals to connect to relocated District water service mains.

##### 12.210.2 RELOCATION OF PRIVATE SERVICE LATERAL

When the District relocates water service mains with the intention of disconnecting service through the original existing service mains it shall be the responsibility of the owners of all properties which have service provided through the original existing service mains to relocate their private service laterals to accept service through the relocated service mains at their sole expense and pursuant to the relocation schedule established by the District pursuant to the provisions of this Chapter. The District shall install appropriate meters at the property line at no cost to the property owner.

##### 12.310.3 NOTICE AND HEARING REGARDING RELOCATION SCHEDULE

The relocation schedule to establish the timing of installation of relocated service mains, the timing of construction of relocated private service laterals and the timing of disconnection of service through original existing service mains shall be set by the Board at a public hearing. All affected property owners shall be notified by personally mailed notice to the property owners' address in the District files at least fifteen (15) days prior to the date of the public hearing.

At the public hearing, the Board shall establish a relocation period giving the affected property owners at least two building seasons (May 1 through October 15), but ending on September 1 of the last season, to construct and have inspected new private service laterals between the use served

and their property line served by the relocated service main. The relocation period shall include the season during which the relocated service main is constructed.

12.410.4 CONTINUING NOTICE DURING RELOCATION PERIOD

Between May 1 and May 15 of each building season during the relocation period the District shall review the status of construction of new private service laterals and shall give further notice of the relocation schedule to all property owners who have not at that time constructed and had inspected new private service laterals between the use served and their property line served by the relocated service main. Notice shall be given by personal mail to the property owners' address in the District files.

12.510.5 DISCONTINUANCE OF SERVICE FOR FAILURE TO RELOCATE PRIVATELY OWNED SERVICE LATERAL

At the end of the relocation period, all services that have not had relocated private service laterals constructed and inspected between the use served and their property line served by the relocated service main shall be subject to disconnection. Disconnection shall be made only after ninety (90) days prior notice given in the same manner as disconnection to non-residential customers for failure to pay District service charges. In the event of disconnection, reconnection shall be made only after the construction and inspection of a new private service lateral between the use served and the property line served by the relocated service main and payment of any applicable reconnection charges, including service charges for the period during which service was disconnected. In the event that reconnection is not made within a period of one year following disconnection, service charges shall cease and reconnection shall require payment of the full connection charge applicable to connection of a new use.

12.610.6 APPEAL BASED UPON SPECIAL CIRCUMSTANCE

Any property owner may petition the Board for an extension of the relocation period based upon special circumstances, provided that such petition shall be made at least ninety (90) days prior to the end of the relocation period. The Board may grant such an extension and may condition such an extension upon payment of the District's estimated cost of maintaining the service main which was to be abandoned during the extension period.

~~CHAPTER 13~~ CHAPTER 11

**VIOLATIONS**

13.11.1 GENERAL

11.1.1 In the event of a violation of any applicable laws of the State of California, this Ordinance, or any other District rules and regulations, the General Manager or designee shall notify the person or persons causing, allowing or committing such violation, in writing, specifying the violation, or upon the failure of such person to cease or prevent further violation, within a reasonable time depending on the severity of the violation after service of notice in the same manner as administrative citations.

11.1.2 The General Manager shall exercise his/her authority to disconnect the property from the public water system. However, in the event such violation results in a public health or safety hazard, the District may enter upon the property and perform such work, and expend such sums, as may be deemed necessary to abate such nuisance, and the reasonable value of the work done and the amounts so expended thereon shall be a charge to the property in violation. Charges shall include any legal fees incurred by the District. The District shall obtain an abatement warrant as necessary prior to doing so.

~~13.2~~11.2 CHARGES FOR NON-COMPLIANCE

In addition to the other remedies set forth in this Chapter, the District may impose a non-compliance charge to reimburse the District for costs related to investigating, abating, and correcting non-compliance with this Ordinance. The charge shall be as set forth in Attachment A-3, as it may be amended by ordinance or resolution.

~~13.3~~11.3 ADMINISTRATIVE CITATIONS

~~13.3.1~~11.3.1 Authority.

(a) Any person violating any provision of this Ordinance may be issued an administrative citation by an enforcement officer as provided in this Section. Customers shall be responsible for all violations at their property.

(b) A civil fine shall be assessed by means of an administrative citation issued by the General Manager or designee. Fines shall be assessed in the amounts specified by resolution of the Board or where no amount is specified, those amounts set forth in Government Code section 53069.4, Public Utilities Code section 16472.5, or other applicable law. ~~Government Code section 36900.~~

~~13.3.2~~11.3.2 Service.

Administrative citations may be served personally or by mail. Service by mail shall be sent to the responsible person's address as shown on public records or as known to the District. If the administrative citation is sent by certified mail and returned unsigned, then service shall be deemed effective by first class mail, provided the administrative citation sent by the first class mail is not returned.

~~13.3.3~~11.3.3 Contents of Notice.

Each administrative citation shall contain the following information:

- (a) Date, approximate time and address or definite description of the location where the violation(s) was observed;
- (b) The Ordinance section(s) or condition(s) violated and a description of the violation(s);
- (c) A description of the action required to correct the violation(s);

- (d) An order to the responsible person to correct the violation(s) by a correction date and an explanation of the consequences of failure to correct the violation(s);
- (e) The amount of the fine for the violation(s);
- (f) An explanation of how the fine shall be paid, the deadline by which it shall be paid, and the place to which the fine shall be paid;
- (g) An order prohibiting the continuation or repeated occurrence of the Ordinance violation(s) described in the administrative citation;
- (h) Identification of rights of appeal, including the time within which the administrative citation may be contested and the place to obtain a notice of appeal and request for hearing form to contest the administrative citation; and
- (i) The name and signature of the enforcement officer and, if possible, the signature of the responsible person.

13.3.411.3.4 Satisfaction of Administrative Citation.

Upon receipt of an administrative citation, the responsible person shall do the following:

- (a) Remedy the violation(s) if the violation(s) is of such a nature that it can be remedied. If a nonemergency health or safety violation(s) is corrected before the correction date provided on the administrative citation, no fine shall be imposed;
- (b) Pay the fine to the District within fifteen (15) calendar days from the correction date on the administrative citation. Payment of a fine shall not excuse or discharge the failure to correct the violation(s) nor shall it bar further enforcement action by the District.

13.3.511.3.5 Appeal of Administrative Citation.

- (a) Any recipient of an administrative citation may appeal an administrative citation under the procedures set forth in this Section. In addition, requests for an appeal of an administrative citation shall be submitted with an advance deposit of the fine or an advance deposit hardship waiver request.
- (b) Appeals shall be heard by a hearing officer determined by the Board. The hearing officer shall establish rules for the conduct of such appeals but formal rules of evidence shall not apply. Hearings shall occur within sixty days of a valid appeal request unless otherwise agreed to by the District and appellant.
- (c) The hearing officer's decision shall be in writing.
  - (i) If the hearing officer determines that the administrative citation should be upheld, then the District shall retain the fine amount on deposit with the District.

(ii) If the hearing officer determines that the administrative citation should be upheld, and the fine has not been deposited pursuant to an advance deposit hardship waiver, the hearing officer shall set a fine payment schedule for the payment of the fine.

(iii) If the hearing officer determines that the administrative citation should be canceled and the fine was deposited with the District, then the District shall promptly refund the amount of the deposited fine.

13.3.611.3.6 Advance Deposit Hardship Waiver.

Any person who intends to request a hearing to contest an administrative citation and who is financially unable to make the advance deposit of the fine may file a request for an advance deposit hardship waiver.

(a) The request shall be filed with the Finance Department within five (5) days of the date of the issuance of the administrative citation.

(b) The requirement of depositing the full amount of the fine as described in Section 11.3.4 shall be stayed unless or until the Chief Financial Officer makes a determination not to issue the advance deposit hardship waiver.

(c) The Chief Financial Officer may waive the requirement for advance deposit only if the cited party submits to the Chief Financial Officer a declaration, under penalty of perjury, supported by evidence that shows to the Chief Financial Officer's reasonable satisfaction that such party is financially unable to deposit the total amount of the fine in advance of the hearing.

(d) If the Chief Financial Officer determines not to issue an advance deposit hardship waiver, the cited party shall remit the deposit to the District within five (5) days of the date of that decision or fifteen (15) days from the date of issuance of the administrative citation, whichever is later.

(e) The Chief Financial Officer shall list his or her reasons for granting or not granting an advance deposit hardship waiver in writing and serve it on the cited party. The Chief Financial Officer's decision is final.

13.3.711.3.7 Right to Judicial Review.

Any person aggrieved by a decision of a hearing officer may obtain review of the decision by filing a petition for review with the Placer County Superior Court in accordance with the timelines and provisions set forth in the Government Code and/or Code of Civil Procedure, as applicable.

13.411.4 VIOLATIONS

(a) Without limiting the other remedies in this Chapter, any violation of this Ordinance is declared unlawful and violators shall be liable for such remedies specified in Public Utilities Code section 16472.5.

(b) Every day a violation of this Ordinance continues shall constitute a separate offense.

~~CHAPTER 14~~CHAPTER 12

**APPEALS**

~~14.1~~12.1 GENERAL

The many variables applicable to the provision of water service requires that appeals be accepted by the District. In the event a customer wishes to dispute the applicability of any section or challenge any staff decision under this Ordinance, he or she shall follow these procedures unless a specific procedure is provided.

~~14.2~~12.2 APPEALS

Requests for an appeal shall be directed to the General Manager in writing. The General Manager shall perform such investigative work as deemed necessary and respond to the customer within fourteen (14) days. The response shall contain information obtained by the investigation and the decision of the General Manager.

12.2.1 Any person who is dissatisfied with a determination of the General Manager may, at any time within ten (10) days after such determination, appeal to the Board by giving written notice to the General Manager setting forth the determination with which the person is dissatisfied. The General Manager shall investigate and transmit to the Board a report upon the matter appealed. The Board shall cause written notice, as to the time and place fixed for hearing such appeal, to be given to all persons affected by such application at least ten (10) days prior to said appeal.

12.2.2 At the time and place ordered in the hearing, the Board shall consider the appeal. Except for appeals of corrective orders and suspension or termination of service, the appeal is an evaluative, and not an adversarial, process to determine the facts of the issue and the appropriate application of this Ordinance. The Board, appellant and General Manager may provide any information deemed relevant to the issue and the Board's consideration. The Board's decision at the conclusion of the hearing shall be final.

~~14.3~~12.3 PAYMENT OF CHARGES PENDING APPEAL REFUNDS

For appeals related to the amount of charges, the appellant shall pay the disputed charges. After the appeal is heard the Board may order refunded to the person making the appeal such amount, if any, as the Board shall determine should be refunded.



**AMENDMENTS TO WATER ORDINANCE SINCE ADOPTION**

(Amendments Incorporated Herein)

Ordinance 393	Master Water Amendment in Full	November 12, 2019
Ordinance 395	Sections: 1.4.13, 6.2.1, 7.4, 7.5, 11.2, 11.4	May 12, 2020
Ordinance 397	Sections: 1.4.24, 1.4.28, 3.1, 3.2.1(c), 3.2.1(f)	April 13, 2021

# NTPUD WATER ORDINANCE

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## CHAPTER 1

### GENERAL

#### 1.1 PURPOSE

The purpose of this Ordinance is to establish the rules, regulations, conditions of service, and rates for water service by the North Tahoe Public Utility District. The General Manager shall administer and enforce this Ordinance and may adopt and impose administrative rules or regulations to assist in doing so. By applying for or receiving water service from the District, each customer, on its own behalf and on behalf of its guests, tenants, employees and anyone else using water at the property, covenants and agrees to be bound by and to comply with all regulations of the District as may be in force at the time of application and as may subsequently be adopted by the District.

#### 1.2 VARIANCES

The General Manager is authorized to consider and grant variances from the requirements of this Ordinance, including the Technical Specifications, upon application by any person. Variances shall only be allowed under the following circumstances: (1) the granting of the variance will not significantly adversely impact the operation and maintenance of District facilities, including but not limited to economic impacts, (2) the granting of the variance will not result in adverse public health or environmental consequences, (3) there is no other practical alternative available to the applicant which does not require the granting of a variance, and (4) the applicant has proposed to utilize the highest technological methodology available in design and construction so as to avoid or minimize adverse impacts on District facilities.

#### 1.3 TECHNICAL SPECIFICATIONS

The General Manager shall adopt and amend the Technical Specifications. Any amendments to the Technical Specifications shall be incorporated by reference into this Ordinance upon their adoption.

#### 1.4 DEFINITIONS

##### 1.4.1 Accessory Dwelling Unit (ADU).

An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence, as provided in Government Code section 66313, as it may be amended. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. In the event that Placer County adopts an ordinance regulating ADUs as permitted by State Code , accessory dwelling unit shall include an ADU as defined in such ordinance.

##### 1.4.2 Junior Accessory Dwelling Unit (JADU)

A unit that is no more than 500 square feet of interior livable space in size and contained

entirely within a single-family residence, as provided in Government Code section 66313, as it may be amended.

1.4.3 Backflow.

The reversal of the normal flow of water caused by either backpressure or backsiphonage.

1.4.4 Backflow Preventer.

An assembly or means designed to prevent backflow.

1.4.5 Backpressure.

The presence of pressure in any portion of the customer's service greater than the pressure at the service connection.

1.4.6 Backsiphonage.

The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply from any source other than its intended source caused by a reduction of pressure in the potable water supply system.

1.4.7 California Plumbing Code (CPC).

The California Plumbing Code incorporates by adoption the Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials with necessary California amendments.

1.4.8 Commercial/Industrial.

Service to Customers engaged in selling, warehousing, or distributing a commodity, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, schools, hotels, etc.) and for purposes that do not come directly under another classification of service

1.4.9 Common Meter.

A common meter account is for irrigation purposes only.

1.4.10 Connection Fees.

A one-time charge for customers connecting to the system or a customer increasing capacity. A cost based charge reflecting the value of system capacity based on the utility's infrastructure costs. Does not include meter installation fee, tap fee, fire service detector and/or to physically connect to the system

1.4.11 Contamination.

An impairment of the quality of potable water by sewage, industrial fluids, waste fluids, compounds, or other materials to a degree which creates an actual or potential hazard to the public health through poisoning, toxicity, or the spread of disease. Contamination shall include any impairment prohibited by applicable law.

1.4.12 Cross-Connection.

Any physical connection or arrangement or piping or fixtures between two otherwise separate piping systems one of which contains potable water and the other non-potable water or industrial fluids of questionable safety, through which, or because of which, backflow or backsiphongage may occur into the potable water system.

1.4.13 Cross-Connection Control.

The District's program and measures to protect the Water System from backflow and cross-connections, including hazard assessments, elimination or control of cross-connections, and installation, testing, inspection, and maintenance of approved backflow prevention assemblies, backflow preventers, and air gaps as required by the Cross-Connection Control Policy Handbook, the California Plumbing Code, this Ordinance, the Technical Specifications, or District-approved cross-connection control plans or standards.

1.4.14 Customer.

The owner of a property, or his/her authorized agent, receiving water service from the District. Customer may include, as appropriate, the tenant of a property directly receiving service as permitted by this Ordinance.

1.4.15 District.

The North Tahoe Public Utility District, a California public utility district authorized under Public Utilities Code, § 15501 et seq.

1.4.16 District Board or Board.

Board of Directors of the North Tahoe Public Utility District, an elected body.

1.4.17 Enforcement Officer.

A District employee designated to enforce this Ordinance.

1.4.18 Equivalent Dwelling Unit.

Commercial, industrial, and multi-family units are assigned varying equivalent dwelling unit (EDU) multipliers depending on the type of business, seat count, fixture count, or building size. A residential living unit is 1.0 EDU. The non-residential EDUs are determined using the District's Mixed Use Billing Account type Determination form

during the plan check process or during a property inspection.

1.4.19 Exempt ADU.

An ADU or JADU for which the District is prohibited from requiring a new or separate utility connection, or from imposing a related connection fee or capacity charge, under Government Code section 66311.5 or any successor statute..

1.4.20 Flow Restrictor.

A device that reduces the rate of water flow, provided that flows remain sufficient for residents health and safety purposes.

1.4.21 Mixed Use Commercial.

A customer that has both residential and commercial uses on the property will be categorized mixed use commercial when the number of commercial equivalent dwelling units (EDUs) is greater than the number of residential EDUs, as determined under the then-current rate schedule or District administrative procedures.

1.4.22 Mixed Use Multi-Residential.

A customer that has both residential and commercial uses on the property will be categorized mixed use multi-residential when the number of residential equivalent dwelling units (EDUs) is greater than or equal to the number of commercial EDUs, as determined under the then-current rate schedule or District administrative procedures.

1.4.23 Multi-Family Residential.

Residential uses containing two or more residential units, including apartment buildings, duplexes, townhomes for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

1.4.24 Parcel.

A lot or other legal unit of real property as recognized by Placer County.

1.4.25 Pollution.

Means the presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health, but which does adversely and unreasonably affect such waters for domestic use.

1.4.26 Potable Water.

Any water, which, according to recognized standards, is safe for human consumption.

1.4.27 Pressure Reducing Valve.

A valve device providing regulation of water pressure to limit the pressure for use within a structure.

1.4.28 Pressure Relief Valve.

A valve device providing relief of surges in the system due to excessive pressure within or external to the structure.

1.4.29 Private Service Lateral.

The portion of a customer's water distribution system that is past the water service connection.

1.4.30 Property.

A parcel or group of adjacent parcels owned in common ownership if permitted by the District, as set forth in Section 2.3.1.

1.4.31 Residential.

A single family home or multi-family residential use.

1.4.32 Service Size for Billing Purpose.

Water service size for billing purposes is a single size, even when compound water meters are used. The water service size for billing purposes is determined by correlating the calculated demand for the customer service connection using the California Plumbing Code or from standard engineering practice to a standard water meter flow rate capacity. This calculated water service size for billing purposes may vary from the actual meter size installed because certain site conditions necessitate the installation of a larger meter than required by the flow capacity and/or modern turbine flow meters span a very large range of flow rates.

1.4.33 Service Unit.

The base level of regular water service used for billing or similar purposes.

1.4.34 Single Family Residential.

A single family residential unit shall mean a single family dwelling that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

1.4.35 Technical Specifications.



The rules and regulations adopted by the General Manager regarding the Water System.

1.4.36 Water Service Connection.

The water service connection point is where the District’s system connects to the customer’s private system and the District loses jurisdiction and sanitary control over the water. The District’s water supply piping extends from the water main to the property line and includes the meter, meter box, meter lid, meter curb-stop, fire detector check, and fire meter and shall be maintained by the District except as otherwise stated. All pipes and fixtures extending or lying beyond the water service connection shall be installed and maintained by the owner of the property. In other cases and subject to Section 5.1, if the water meter is at a location other than the property line or easement boundary, the water service connection shall be where the customer’s piping connects to the District’s water supply piping at the property line or easement boundary. The District reserves the right to relocate any of its water infrastructure described above to the property line or easement boundary. The customer will continue to own the private system on the customer’s property.

1.4.37 Water System.

The system is owned and operated by the District to deliver potable water to customers at the applicable water service connection.

**CHAPTER 2**

**CONDITIONS OF SERVICE**

2.1 WATER SYSTEM OPERATION

2.1.1 Transfer of Title to Water.

Title to water furnished by the District shall pass from the District to the customer at the water service connection. As such, full responsibility for the carriage, handling, storage, disposal and use of water and any related damage shall be the customer’s sole and complete responsibility from the water service connection through the place of end of use. The District is not responsible for damage to the property if a leak or water damage occurs inside of the structure or at any place after the water service connection.

2.1.2 Interference with the Water System.

No person shall interfere or tamper with any part of the water system, except as permitted in this Ordinance or by the General Manager. No person shall make or permit any unauthorized connection to the water system.

2.1.3 Water Pressure and Supply.

The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and will furnish such quantities and pressures as are available in the water system. Without limiting the foregoing, the District does not and cannot guarantee that its water system will provide sufficient water quantities or pressure for fire protection purposes. No contract to provide a minimum water quantity or pressure is created by accepting service from the District.

2.1.4 Service Interruption.

The District reserves the right at any and all times to discontinue water delivery for the purpose of maintenance, repairs, and alterations to its water system. Wherever possible, advance notice of interruption of service will be given to all water users affected. In addition, the District may experience unintentional or unexpected loss of water delivery. Any loss or damage suffered as a result of any service interruption shall be the customer's sole responsibility.

2.2 CUSTOMER'S PRIVATE SYSTEM

2.2.1 Service Lateral Maintenance.

The customer shall maintain the private service lateral as necessary to receive service at the water service connection. This obligation shall include the installation and maintenance of a pressure relief valve or pressure reducing valve as required by the Technical Specifications.

2.2.2 Shutoff Valve.

The customer shall install, maintain, and use a customer's shutoff valve to turn water on and off for their convenience. Such valve shall be located downstream of the water service connection. If the District needs to turn off water to the customer's property, it may, but is not required to, do so at the shutoff valve.

2.2.3 Access to Facilities.

By applying for and/or receiving water service from the District, each customer irrevocably licenses the District and its authorized employees, contractors, and agents to enter upon the consumer's property at reasonable times for the purpose of reading, inspecting, testing, checking, repairing, maintaining or replacing the water system.

2.2.4 Use of Water.

Except with the prior written authorization of the District, no customer shall use, or permit the use of, any water furnished by the District on any property other than the customer's property, nor shall any customer resell or donate any water furnished by the District.

2.3 ADMINISTRATIVE PROVISIONS

2.3.1 Service Unit.



All service to structures (including but not limited to ADUs) or other uses on the same parcel or contiguous parcels in the same ownership shall be a single service unit and shall have a single water service connection unless the District determines that a separate water service connection is necessary or advisable. The determination of what constitutes the same ownership, contiguous parcels, and a service unit shall rest solely with the District. Multiple structures on the same parcel being served with different points of connection shall constitute separate service units. In addition, and upon written request by the property owner and approval by the District, a property owner may have more than one service unit on the same parcel or contiguous parcels of property. Notwithstanding the foregoing, in no event shall a separate meter or water service connection be required for an Exempt ADU or JADU, except as allowed by law.

2.3.2 Service Calls.

Subject to the provisions of this Ordinance, customers may request a service call from the District. If the issue is or may potentially be the District’s responsibility, the District will respond to provide assistance or determine responsibility for the issue.

**CHAPTER 3**

**NEW OR MODIFIED SERVICES**

3.1 DISTRICT APPROVAL OF CONNECTIONS

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb the water system without first obtaining a water connection permit from the District and paying all applicable fees.

3.2 NEW SERVICE

3.2.1 General Requirements.

New services will be connected subject to the following conditions:

- (a) The property to be served is within the water service area of the District.
- (b) A District water main of adequate capacity and pressure, as solely determined by the District, exists in a publicly traveled right of way, or District easement abutting a principal boundary of the land to be served; or adequate mains, pumps, and storage facilities, as solely determined by the District, are constructed in accordance with the Technical Specifications.
- (c) The customer shall apply for service. Applications for new service shall be in writing on forms provided by the District and signed by the customer or authorized agent. Applications shall be supported by such data as the District may require, such as a map or legal description of the property to be served, the date service is to begin and the names and billing address of the recorded owners responsible for payment. If the person making the application is

not the owner of the property, permission to bill this person must be provided to the District on a form provided by the District. Applications are valid for one-year from the date of submittal.

(d) The customer shall obtain a water connection permit from the District and construct all necessary facilities as identified on the permit in accordance with the Technical Specifications or other applicable law.

(e) The customer shall not have any outstanding amounts owed against the property to be served, on any District water or sewer account, subject to applicable law.

(f) Connection fees shall be collected at the time of issuing the permit for a water connection. Connection fees shall be charged at the rate in effect on the day of application for service from the District. Applications will be voided if connection fees are not paid within one-year of receipt of the application by the District. Payment of connection fees constitutes acceptance of a new service connection application by the District and billing will commence in accordance with Chapter 6. No connection fees will be refunded after connection. The connection fees collected for such application shall be returned to the Applicant if the connection is not made, upon written request and connection fee refund charge, and a new application and payment of fees will be required before service will be provided. No refund or credit will be provided for previously paid water service charges billed in accordance with Chapter 6.

### 3.2.2 Water Use Without Approved Application.

A person taking possession of a premises and using water from an active water service connection without having made an application to the District shall be held liable for the water delivered from the date of the last billing. If a proper application for water service and outstanding bills for service are not brought current within fourteen (14) days of notification by the District, the service may be discontinued by the District in accordance with Section 7.2.

### 3.2.3 Extension of Facilities.

If the District water system must be extended to provide service at the water service extension, the applicant shall comply with this Section.

(a) Necessary Facilities. The extension facilities necessary to serve any parcel shall be determined solely by the District and may include oversizing subject to Subsection (e). These facilities may be designed by the District or a qualified agent of the applicant and shall be installed in accordance with the Technical Specifications and other plans and specifications required by the District. Upon completion, inspection, and acceptance of the facilities by the District, they shall be owned and operated by the District as a part of the District water system. The applicant shall install extension facilities utilizing a competent and experienced contractor, licensed in California, and approved by the District. The District reserves the right to construct, with its own personnel or by contract, all extension facilities including but not limited to storage facilities, pumping plants, taps of existing mains, and extensions involving complicated connections to, or interference with, the District's existing facilities.

(b) Location of Facilities. Extension facilities shall be located only on land owned by the District in fee, or in a public street or highway, or in an easement granted to the District and satisfactory to the District. The applicant will cause to be conveyed or granted to the District, without cost to the District, such lands and/or easements as the District determines to be necessary for the extension facilities. Lands shall be conveyed to the District in simple, free and clear of liens or encumbrances, except for such encumbrances of record that may be acceptable to the District. Easements shall be granted in such form as shall be satisfactory to the District.

(c) Costs and Expenses. The applicant shall be solely responsible for all costs and expenses. The applicant shall deposit cash into escrow or an irrevocable standby Letter of Credit in favor of the District issued by a bank reasonably acceptable to the District in a sum equal to 125% of the estimated total cost of the construction of the extension facilities prior to commencement of construction. If, upon completion of the work, the amount paid to or deposited with the District is less than said actual costs, the difference shall be paid to the District by the applicant prior to the commencement of service. Any amount paid or deposited in excess of said actual cost will be credited toward usage or refunded upon application.

(d) Environmental Documentation. Whenever the District determines that an environmental document is necessary, the District will provide applicant with an estimate of the cost. The applicant will deposit an amount sufficient to cover sixty (60) days' of expenses with the District. The District's actual costs, including overhead expenses and legal and consultant fees, of preparing said report, and conducting hearings as necessary will be invoiced to the applicant monthly and shall be deducted from the deposit. The applicant shall pay such invoices and/or replenish the deposit. If the applicant fails to do so, the District may suspend or cease work and/or take any action necessary to recover the amounts owed. At the conclusion of the process, any remaining deposit amounts shall be returned to the applicant without interest.

(e) Reimbursement. In the event that the District requires the installation of any extension facilities larger than those necessary to serve the parcel or extension facilities that would have been required to serve adjacent or nearby parcels upon their development, the District and applicant may enter into a reimbursement agreement outlining the terms and conditions of reimbursement to the applicant. Reimbursement agreement shall be effective for a maximum of ten (10) years. Any prorated reimbursement amount shall be determined by the District based on years remaining on the agreement and total parcels capable of being served. Upon termination of the ten (10) year period, any pro rata share shall become the property of the District.

### 3.3 ALTERED SERVICE

Customers shall notify the District and obtain a water connection permit, if necessary, whenever the use changes or new additional structures are built on parcels having existing water service. In such instances, the District may require a new or increased connection fee. A credit shall be provided for previously paid connection fee. No refund or credit shall be provided for situations where altered service results in a lower connection fee. The District may require the private service lateral, meter or other portion of the District water system be modified if necessary, to comply with this Ordinance as a condition of approving any altered service.

## CHAPTER 4

### SPECIAL SERVICES

#### 4.1 TEMPORARY SERVICE

##### 4.1.1 General Temporary Service.

Service which the District determines will be for less than one year and will not require installation of a permanent connection shall be provided upon payment of the total estimated cost of installing and removing the connection and a security deposit. Service charges and rates shall be in accordance with the billing procedures and rates contained within this Ordinance.

##### 4.1.2 Service Through a Fire Hydrant.

Temporary use of water from a fire hydrant must be authorized by the District, and a hydrant meter must be obtained from the District. A deposit will be paid to the District in accordance with the Fee Schedule, Attachment A-3. Upon termination of the temporary service, if the District equipment is returned without damage, the deposit will be refunded less applicable charges. The customer must provide a hydrant wrench necessary to operate such hydrant.

#### 4.2 FIRE SERVICE

The District will provide water service for fire hydrants and other facilities used exclusively for fire protection at such pressure, and at such rates of flow, as may be available from time to time as a result of the operation of the water system. The District does not warrant or guarantee any pressure or range of pressures, or any flow or rate of flow. The District shall not be liable for any damage in any manner arising out of the non-availability of water, or water pressure, at any hydrant or facility used for fire protection purposes. All fire service systems shall be designed and installed in accordance with the Technical Specifications.

## CHAPTER 5

### METERS

#### 5.1 METERED SERVICE

All services from the District water system shall be metered. Generally, each service unit shall be separately metered. Due to existing piping arrangements, this may not be possible. The District may elect to meter a group of customers, or parcels at the sole discretion of the District. For multi-family residential uses, the number of meters shall be at the discretion of the District. All newly constructed multi-family residential uses shall be individually metered by dwelling unit or master metered as determined by the District.

##### 5.1.1 Location.

Meters will be located immediately adjacent to or within the customer’s parcel adjacent to the right of way. Exceptions to this requirement may be specifically authorized under such circumstances as the District may consider appropriate.

5.1.2 Change in Location of Meters.

Meters moved for the convenience of the customer or to ensure compliance with this Ordinance or other applicable law or regulation will be relocated at the customer’s expense. Meters moved for other reasons shall be moved at the District’s expense.

5.1.3 Sealing.

All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by employees or authorized agents of the District.

5.1.4 Size of Meters and Customer Service Line.

Meter size and customer service line size shall be determined by the District in its sole discretion. The District provides a minimum standard of a ¾-inch customer service line and ¾-inch water meter to all water customers.

5.1.5 Re-evaluation of Meter Size and Customer Service Line

(a) Requested by Customer. A customer may request a change in the customer service line and meter size based on changed conditions or code compliance upgrades at the place of service or when historical usage indicates a change is warranted. The customer shall be responsible for any costs incurred in making the change including meter installation fees and connection fees. Adjusted water service charges will begin on the first day of the billing period following the completion of the work.

(b) Required by District. . The District may require a change in the customer service line, meter, or service size for billing purposes when, based on historical usage, meter performance, inspection, verified fixture count, California Plumbing Code fixture-unit calculations, standard engineering practice, or other relevant information, the District determines that the existing meter or customer service line is not appropriately sized or is operating above or below its rated design capacity. The customer shall be given written notice in advance of any required change. If the change is required solely as a result of the District’s reevaluation of existing service conditions and not because of an unpermitted customer change, the District will perform the meter size change at its expense and will not charge connection fees or meter installation fees for the meter size increase. The customer shall remain responsible for costs associated with the customer’s private system, including any required change to the customer service line or onsite plumbing. Adjusted water service charges will begin on the first day of the billing period following completion of the work. This subsection does not limit the District’s authority under Section 3.3 to require permits, connection fees, meter installation fees, or other charges for altered service, added fixture units, increased use, or work performed without required District approval.

5.2 METER READING AND METER ACCURACY

5.2.1 Frequency of Meter Reading.

Meters will be read, as practical, on a monthly basis. Additional readings will be made on commencement and termination of service, and as required by special circumstances. The fact that a meter is not read shall not preclude computation of a bill. The District may change the frequency of meter reading if a new frequency is determined to be more cost effective.

5.2.2 Meters That Cannot Be Read Due To An Obstruction.

Where a meter cannot be read because of an obstruction, the customer will be notified and shall be required to remove the obstruction. If an obstruction is not removed within thirty (30) days of notification, service may be discontinued in accordance with Chapter 7.

5.2.3 Testing Meters.

The District will test the accuracy of its meters upon the request of a customer and charge the fee per Attachment A-3. The customer may witness the test. If a meter is found to be working improperly, it will be repaired or replaced by the District and any testing fees refunded or waived.

(a) Adjustment for Meter Errors - Fast Meters. If a meter tested at the request of a customer is found to be more than two percent (2%) over registration, the excess charges for the time service was rendered to the customer requesting the test, or for a period of six months, whichever shall be the lesser, shall be refunded to the customer. The cost of the test shall also be waived or refunded.

(b) Adjustment for Meter Errors - Slow Meters. If a meter tested at the request of a customer is found to be , more than five (5%) percent under registration, the District may bill the customer for the amount of the undercharge based on corrected meter readings for the time service was rendered to the customer requesting the test, or for a period of six months, whichever shall be the lesser.

(c) Non-Registering Meters. If a meter is found not to be registering, the charges for service shall be based on the estimated consumption. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District.

5.2.4 Excess Water Use.

Where water meters are installed and available to be read, readings shall be analyzed to determine excess water usage. If the usage is in the abnormal range as determined by the District, the customer shall be notified. The customer remains responsible for monitoring water use and repairing leaks or abnormal use on the customer side of the water service connection. The District's failure to identify, notify, or turn off service for abnormal use shall not relieve the customer of responsibility for water delivered through the meter, except as expressly provided in Section 5.2.5 or required by law.

5.2.5 Uncontrollable Loss of Water.

(a) Where a customer, through no fault of their own, has incurred excessively high water bills during one event or meter read cycle, relief may be granted by the District even though the water has passed through the water service connection. Relief is intended for situations where lines have frozen and broken, and the detection and correction of such a break could not have reasonably been accomplished in time to avoid the excessively high-water usage. Single family residential customers who have had uncontrollable loss of water greater than 41,000 , gallons in one event or meter read cycle may request relief under this subsection. Multi-residential and commercial customer may request relief under this section that have an uncontrollable loss greater than the corresponding Tier 3 threshold for their billing meter size.

(b) Request for relief must be in writing to the District. The General Manager will, to the greatest extent possible, confirm that the high overage was a result of an undetectable condition and was not a direct result of negligence or inattention of the property owner. The General Manager may decide to provide relief for some or all of the overage, consistent with the then-current rate schedule and applicable law.. This decision may be appealed to the Board. Relief under this Section is discretionary and does not create a right to a billing adjustment. The District may deny relief where the customer cannot provide documentation satisfactory to the District or where granting relief would be inconsistent with this Ordinance, the District's rate schedule, or applicable law.

**CHAPTER 6**

**BILLING**

6.1 GENERAL

6.1.1 Water Service Charges.

The District shall charge customers for water service at the rates set forth in Attachment A-1 of this Ordinance. Such fees and charges shall be adopted by ordinance or resolution. Any new or modified fees or charges shall be incorporated by reference into this Ordinance and Attachment A-1 by reference upon their effectiveness.

Any water service overcharges or undercharges discovered shall be refunded or billed to the customer for a period of six months or as long as the customer has owned the property, whichever shall be the lesser.

6.1.2 Connection Fees.

The District shall charge applicants for connecting to the water system at the fees set forth in Attachment A-2 of this Ordinance. Such fees shall be adopted by ordinance or resolution. Any new or modified fees shall be incorporated by reference into this Ordinance and Attachment A-2 by reference upon their effectiveness.

Notwithstanding any other provision of this Ordinance, the District shall apply connection

fees, capacity charges, meter installation fees, and monthly service charges for accessory dwelling units and junior accessory dwelling units in accordance with Government Code section 66311.5, Government Code section 66013, and any successor statutes. An accessory dwelling unit or junior accessory dwelling unit shall not be considered a new residential use for purposes of calculating connection fees or capacity charges for water service unless the unit is constructed with a new single-family dwelling. For any accessory dwelling unit or junior accessory dwelling unit described in Government Code section 66323(a)(1), the District shall not require a new or separate utility connection directly between the unit and the Water System or impose a related connection fee or capacity charge, except as authorized by Government Code section 66311.5. For any accessory dwelling unit for which a new or separate utility connection may lawfully be required, any connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit on the Water System, based on square footage or drainage fixture units, and shall not exceed the reasonable cost of providing service.

In addition to any exemption required by state law, the District shall waive District water connection fees for up to one accessory dwelling unit and one junior accessory dwelling unit per parcel, in addition to an existing primary dwelling, where the unit is subject to a recorded deed restriction, in a form acceptable to the District, requiring occupancy by households meeting applicable affordable, moderate, or achievable-income requirements under TRPA requirements or other District-approved affordability requirements. Unless expressly waived by the Board or the then-current rate schedule, this waiver does not apply to monthly service charges, consumption charges, meter installation fees, inspection fees, reimbursement obligations, construction costs, or other non-connection fees or charges, which shall be billed as provided in this Ordinance, Attachment A-3, and the then-current rate schedule.

### 6.1.3 Other Fees and Charges.

Subject to any provisions set forth in this Ordinance or applicable law, the District shall charge applicants, customers, or other persons for other services at the rates set forth in Attachment A-3 of this Ordinance. Such fees or charges shall be adopted by ordinance or resolution. Any new or modified fees or charges shall be incorporated by reference into this Ordinance and Attachment A-3 by reference upon their effectiveness.

## 6.2 BILLING FOR WATER SERVICE CHARGES

### 6.2.1 Bills.

Water service charges shall begin on the first day of the billing period following the installation of the water meter as required under Section 5.1. Unless the rate schedule provides otherwise, base water service is billed in arrears. Bills will be mailed or sent electronically at the beginning of each billing period to the address furnished to the District. The customer shall be responsible for keeping the District advised of the address to which bills are to be mailed. Non-receipt of a bill shall not relieve a customer of any payment obligation to the District.

6.2.2 Payment.

Bills shall be due and payable upon presentation. Payment shall be made to the District office. Bills shall become past due in thirty (30) days, and delinquent in sixty (60) days from the billing date and may become a lien on the property (60) days after the billing date.

6.2.3 Delinquent Bills.

In the event of delinquency in the payment of any rates, or charges, or installation charges thereof, or interest thereon, penalty and interests shall be imposed as set forth in Attachment A-3 of this Ordinance.

6.2.4 Responsibility for Payment

(a) Unless otherwise provided by law, all charges for water service shall be billed to the owner of the property making application for service. Upon written request of the owner, and approval by the District, charges for water service shall be billed to the person occupying the property provided, however, that in the event of delinquency, such charges shall be billed to the property owner and remain with the property. In such case, the owner shall be deemed the person receiving service under Public Utilities Code section 16472.1 and should charges remain delinquent, the District shall place a lien on the property.

(b) Should the property be sold, and a delinquent bill exists on said property, the District will transfer those charges to any other open account under the name of the previous owner afforded such service. Should the property be sold, and no other account is available to accommodate the transfer, the District may utilize whichever collection methods it wishes to recover the fees from the prior owner.

(c) Charges for sewer collection and water service provided by the District shall be billed upon the same bill and collected as one item.

**CHAPTER 7**

**DISCONTINUANCE, DISCONNECTION, TERMINATION, AND ABANDONMENT OF SERVICE**

7.1 DISCONTINUANCE OF SERVICE FOR NON-PAYMENT

7.1.1 Residential Customers.

The District shall not discontinue service to residential customers for non-payment of bills. Rather, when a bill is delinquent, the District may install a flow restrictor to such water service connection. The District shall provide fourteen (14) days' written notice to the customer prior to doing so.

7.1.2 Non-Residential Customers.

Service to non-residential customers may be discontinued for non-payment as provided in this section. However, service shall not be terminated during the pendency of any investigation into a customer dispute or complaint or when the customer has been granted an extension of time to pay the applicable bill.

The following steps will be followed where an active service must be discontinued:

(a) Customer and/or owner of property will be noticed at least ten (10) days before the time and date for discontinuance. This ten-day period shall commence five (5) days after District mails customers and/or owner notice via mail. The notice shall in a form approved by the General Manager and District Counsel.

(b) A notice will be placed on the property at least 48 hours prior to discontinuance.

As an alternative to discontinuance of service to non-residential customers, the District may install a flow restrictor under the procedures set forth in Section 7.1.1.

## 7.2 DISCONTINUANCE OF SERVICE FOR OTHER REASONS

### 7.2.1 Grounds for Discontinuance.

In addition to the provisions set forth in Section 7.1, the District reserves the right to discontinue water service or disconnect any water service connection for any of the following reasons:

(a) The customer fails to comply with this Ordinance or any of the District's rules, regulations or policies.

(b) The service is being furnished without a proper application or under a false or fraudulent application.

(c) The customer unlawfully tampered or interfered with the District's facilities.

(d) The District or a State or County public health officer finds that there exists a condition hazardous to the health and safety of the customer or any water user of the District.

(e) The customer fails, after notice from the District, to remove an obstruction that prevents the reading of the meter.

(f) The customer fails to maintain the facilities in a suitable condition that allows for reading of the meter.

(g) The customer does not meet the requirements of the District's water conservation provisions in this Ordinance.

### 7.2.2 Procedures for Discontinuance.



Unless otherwise provided in this Ordinance, the District shall provide written notice of planned discontinuance or disconnection at least five (5) days in advance. In addition, the Placer County Health Department shall be advised of pending water shutoff. Notice shall not be required if a health and safety emergency necessitates immediate termination. In such event, the District shall provide whatever notice is practicable.

**7.3 REQUEST TO TURN OFF OR TURN ON CUSTOMER’S SERVICES**

In the event of an emergency, as determined by the District, the District will, upon request, turn off or turn on the customer's service. A temporary turn off shall not exempt the customer from paying any applicable minimum monthly charge for water service.

**7.4 TERMINATION/RECONNECTION OF SERVICES**

Water service to an existing developed property may not be terminated. If all uses on the property requiring water service have permanently ceased, the owner may request termination of service. The District may approve termination only after the District determines that termination and physical disconnection will not create a public health, safety, environmental, operational, or regulatory concern and the owner provides evidence of any required demolition, building, TRPA, Placer County, or other approvals. Termination of service shall include the removal of the water meter and capping of the private service lateral at the water main. Charges for service will cease effective the first day of the billing period following system disconnection. Any request to reconnect to the water system shall be processed as a new application for service. To obtain water service for the same parcel in the future will require applying for a new water service and payment of all then current fees and charges, and there is no credit for any fees or deposits paid for the water service being abandoned.

**7.5 OWNER REQUEST FOR TEMPORARY DISCONNECTION OF SERVICES**

There is no temporary disconnection of services starting on January 1, 2027. The only way to avoid monthly system charges is to terminate the service in accordance with Section 7.4. .

**CHAPTER 8**

**WATER CONSERVATION**

**8.1 WATER CONSERVATION AND USE REQUIREMENTS**

Customers shall not use water in a manner that is wasteful and without a reasonable purpose. These requirements in this Chapter are to ensure the most efficient use of the water resources available to the District, and to enable the water system to be operated in the most cost-effective manner for the benefit of all the District customers.

**8.1.1 Permanent Prohibition on Potable Water Irrigation of Nonfunctional Turf.**

(a) For purposes of this Section, the terms "common area," "common interest development," "community service organization or similar entity," "community space," "functional turf," "homeowners' association," "nonfunctional turf," and "recreational use area"

shall have the meanings set forth in Water Code section 10608.12, as amended. This Section shall be interpreted consistent with Water Code section 10608.14, as amended.

(b) Potable Water shall not be used to irrigate nonfunctional turf on properties served by the District as follows:

(1) All properties owned by the Department of General Services, beginning January 1, 2027.

(2) All properties owned by local governments, local or regional public agencies, and public water systems, except those specified in paragraph (5), beginning January 1, 2027.

(3) All other institutional properties and all commercial and industrial properties, beginning January 1, 2028.

(4) All common areas of properties of homeowners' associations, common interest developments, and community service organizations or similar entities, beginning January 1, 2029.

(5) All properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on those properties to climate-appropriate landscapes, whichever is later.

(c) Notwithstanding paragraph (b), the use of Potable Water is not prohibited by this Section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to address an immediate health and safety need.

(d) Any postponement or revision adopted by the State Water Resources Control Board pursuant to Water Code section 10608.14(c), as amended, shall apply to this Section.

(e) This Section is a permanent water use restriction and applies irrespective of whether a Water Conservation Action Stage has been declared under Section 8.2.

(f) A violation of this Section constitutes non-compliance with this Ordinance and may be enforced pursuant to Chapters 7 and 11 and Attachment A-3, as each may be amended.

(g) The District shall communicate the requirements of this Section to its customers on or before January 1, 2027, and thereafter as reasonably necessary.

## 8.2 WATER CONSERVATION ACTION STAGES

Stages of water conservation measures, use requirements, and restrictions are set forth in this Section. Increasing stages correspond with increasing levels of required water conservation, use, and restrictions as formally declared by the Board at a publicly noticed meeting.

The District shall operate in Water Conservation Stage 1 under normal conditions. The Board may declare other levels when conditions warrant.

Each increasing stage level also includes all conservation measures, use requirements, and restrictions of all previously declared lower level stages.

Customers shall meet the most current conservation stage declared by the District, or other government agencies, whichever is more restrictive.

**8.2.1 Stage 1: 10% Reduction Goal.**

(a) The customer shall maintain the private service lateral, from the water service connection, in good repair.

(b) Any leak or abnormal use in plumbing and/or irrigation systems, including running toilets, or any leak in any receptacle used to store water for any purpose, shall be repaired when found; in any case, the leak shall be repaired within ten (10) days of District notice to repair.

(c) Irrigation resulting in application of, or runoff onto, sidewalks, walkways, roadways, parking lots, structures, any non-irrigated area, or adjacent properties is prohibited.

(d) Any use of water which results in flooding or runoff into gutters, streets or onto adjacent property is prohibited.

(e) Automatic shutoff valves or nozzles shall be used whenever a hose is used for cleaning or clearing of vehicles, walkways, patios, tennis courts, decks, driveways, parking areas, or other improved areas, whether paved or unpaved.

(f) Automatic shutoff valves or nozzles shall be used whenever water is used in connection with construction activity.

(g) Decorative water features which do not recirculate water are prohibited.

(h) Written authorization from the District shall be obtained prior to use of any fire hydrant for any purpose other than fire suppression or emergency aid.

(i) Water pressure shall not exceed 60 psi within any structure.

(j) Irrigation systems shall be winterized and discontinued from operation by November 1<sup>st</sup> each year.

(k) Any new irrigation system installed shall be equipped with rain sensing device halting irrigation during and within 48 hours after measurable precipitation.

(l) New non-turf landscaping, including bedding plants and trees, shall be on drip, micro sprinkler, or micro sprayer irrigation systems. Overhead watering is only allowed for turf areas.

(m) Landscaping may not be irrigated: (1) between the hours of 9:00 AM and 6:00 PM, (2) during, or within 48-hours after, measurable precipitation, and/or (3) when the air temperature is less than 40 degrees Fahrenheit.

**8.2.2 Stage 2: 20% Reduction Goal.**

(a) Water consumption by each customer, as measured by the District's meter, shall be reduced by twenty percent (20%).

(b) No irrigation shall occur on Saturday.

(c) Properties with even number street address may only irrigate on Monday, Wednesday, and Friday.

(d) Properties with odd number street address may only irrigate on Tuesday, Thursday, and Sunday.

(e) Irrigation of non-turf areas which exclusively utilizes drip systems, including micro sprinklers and micro sprayers, or a hose with an automatic shutoff nozzle, shall be exempt from designated irrigation days.

(f) Water shall not be applied to hard surfaces for any reason, except as required for pavement resurfacing or sealing, or health and safety reasons.

(g) Filling or refilling of swimming pools.

(h) Water consumption and allowed uses shall be reduced as specifically prescribed for individual customers based on historic consumption, type of use, time of use, or any other relevant factors.

(i) All visitor accommodations businesses shall wash guest linens only upon request and/or after checking out. A placard or notice stating such shall be displayed in each guest room.

(j) All public entities shall display informational material, placards, and/or decals, provided by the District, in places visible to all customers.

(k) The owner and/or manager of each hotel, motel, restaurant, convention center, and other visitor-serving facility shall display informational water conservation materials, placards, and/or decals, provided by the District, in places visible to all customers.

**8.2.3 Stage 3: 30% Reduction Goal.**

(a) Water consumption by each customer, as measured by the District's meter, shall be reduced by thirty percent (30%).

(b) No irrigation shall occur on Saturday, Sunday, or Wednesday.

(c) Properties with even number street address may only irrigate on Monday and Thursday.

(d) Properties with odd number street address may only irrigate on Tuesday and Friday.

(e) Irrigation of non-turf areas which exclusively utilizes drip systems, including micro sprinklers and micro sprayers will be allowed only Monday through Friday and shall be prohibited on Saturdays and Sundays.

(f) All food service and drinking establishments shall serve drinking water only upon request and shall provide a placard at each table, and/or language on their menu, stating such.

(g) Other specific water reduction mandate, and/or use restrictions, as defined and designated by the Board when Stage 3 action is declared.

**8.2.4 Stage 4: 40% Reduction Goal.**

(a) Water consumption by each customer, as measured by the District's meter, shall be reduced by forty percent (40%).

(b) The use of water for other than domestic and commercial non-irrigation use is prohibited.

(c) Irrigation of landscaping of any type is prohibited, except that irrigation of public facilities may be permitted pursuant to review, conditioning, and approval by the District.

(d) The application of water to hard surfaces is prohibited.

(e) Use of decorative water features is prohibited.

**8.2.5 Stage 5: 50% Reduction Goal.**

(a) Water consumption by each customer, as measured by the District's meter, shall be reduced by 50%.

**8.2.6 Stage 6: Greater than 50% Reduction Goal.**

The District may implement mandatory water rationing using rolling outages, or other methods, should the situation require. Affected customers will be notified via public outreach, local media, written notice posted at the property, mail, and/or personal contact.

**CHAPTER 9**

**CONTROL OF BACKFLOW AND CROSS CONNECTIONS**

**9.1 GENERAL**

No water service connection to any premises shall be installed or maintained by the District unless the public water supply is protected in accordance with the State Water Resources Control Board Cross-Connection Control Policy Handbook (CCCPH), the California Plumbing Code, this Ordinance, the Technical Specifications, any District Cross-Connection Control Plan, and other applicable law, as each may be amended..

### 9.2 DISTRICT RESPONSIBILITY

The District shall administer a cross-connection control program to protect the water system from contamination or pollution. The General Manager may adopt, maintain, and update a CCCPH compliant Cross-Connection Control Plan, technical standards, forms, procedures, and customer notices. The District may survey premises, perform or require hazard assessments, determine the degree of hazard, determine the type and location of required protection, require corrective action, and coordinate with the State Water Board, the local primacy agency, Placer County, fire authorities, and other agencies.

The District shall be responsible for the protection of the water system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection to the extent required by law. If, in the judgment of the District, an approved backflow prevention assembly is required on the customer's water service connection for the safety of the water system, the District shall give notice in writing to the customer to install an approved backflow prevention assembly. District shall not be responsible for any loss or damage directly or indirectly resulting from or caused by the proper, improper, or negligent installation, operation, use, repair or maintenance of, or interfering with, any protective device by any customer or any other person.

### 9.3 CUSTOMER RESPONSIBILITY

It shall be the responsibility of each customer at their own expense to furnish, install, field test, replace, and keep in good working order and safe condition, any and all backflow prevention assembly, air gap, or other backflow protection required by the District.. Once notified of the need to install a backflow prevention assembly, the customer shall immediately install such approved assembly at the customer's own expense; and failure, refusal or inability on the part of the customer to install, have tested and maintain the assembly shall constitute a ground for discontinuing water service to the premises until the requirements have been satisfactorily met.

No customer shall install, maintain, modify, remove, bypass, or operate any piping, fixture, equipment, auxiliary water supply, irrigation system, fire protection system, or other condition in a manner that creates an unprotected cross-connection or backflow hazard.

Customer to maintain an adequate heat source to backflow prevention assembly housing in order to prevent cold weather from affecting the operation of the assembly.

### 9.4 TESTING AND MAINTENANCE

Backflow prevention assemblies shall be approved for the intended use and installed at the location and in the manner required by the District and applicable law. Each backflow prevention assembly required by the District shall be tested after installation and then thereafter annually to assure

proper operation. In instances where a hazard is deemed great enough, the District may require additional testing at more frequent intervals. The customer shall bear all costs of device testing. The cost of any maintenance required as a result of inspections or testing is the responsibility of the customer. Maintenance work shall be performed by the owner or the owner's representative. Records of inspections, testing or repairs shall be kept by the District and made available to the California Department of Health Services.

The District will notify the customer when tests are required and supply the necessary test forms and instructions. These approved test forms will be completed by the certified backflow prevention tester and returned to the District by the date indicated. All required field testing and inspections shall be performed by persons certified or otherwise qualified as required by the State Water Board's Cross-Connection Control Policy Handbook and the District's Cross-Connection Control Program or Plan.. Test procedures shall be those recommended by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California.

#### 9.5 NON-COMPLIANCE

If, following an inspection and/or testing, a required backflow prevention assembly is found to be in non-compliance, the customer shall be notified and given fourteen (14) days to correct the deficiency after which time the inspection will be repeated.

The District shall cause discontinuance of water service if a backflow prevention device has failed to be tested properly or properly maintained or installed as required by the District.

### **CHAPTER 10**

#### **PRIVATE SERVICE LATERAL RELOCATIONS**

##### 10.1 GENERAL

The purpose of this Chapter is to establish regulations relative to the relocation of private service laterals to connect to relocated District water service mains.

##### 10.2 RELOCATION OF PRIVATE SERVICE LATERAL

When the District relocates water service mains with the intention of disconnecting service through the original existing service mains it shall be the responsibility of the owners of all properties which have service provided through the original existing service mains to relocate their private service laterals to accept service through the relocated service mains at their sole expense and pursuant to the relocation schedule established by the District pursuant to the provisions of this Chapter. The District shall install appropriate meters at the property line at no cost to the property owner.

##### 10.3 NOTICE AND HEARING REGARDING RELOCATION SCHEDULE

The relocation schedule to establish the timing of installation of relocated service mains, the timing of construction of relocated private service laterals and the timing of disconnection of service through original existing service mains shall be set by the Board at a public hearing. All affected

property owners shall be notified by personally mailed notice to the property owners' address in the District files at least fifteen (15) days prior to the date of the public hearing.

At the public hearing, the Board shall establish a relocation period giving the affected property owners at least two building seasons (May 1 through October 15), but ending on September 1 of the last season, to construct and have inspected new private service laterals between the use served and their property line served by the relocated service main. The relocation period shall include the season during which the relocated service main is constructed.

#### 10.4 CONTINUING NOTICE DURING RELOCATION PERIOD

Between May 1 and May 15 of each building season during the relocation period the District shall review the status of construction of new private service laterals and shall give further notice of the relocation schedule to all property owners who have not at that time constructed and had inspected new private service laterals between the use served and their property line served by the relocated service main. Notice shall be given by personal mail to the property owners' address in the District files.

#### 10.5 DISCONTINUANCE OF SERVICE FOR FAILURE TO RELOCATE PRIVATELY OWNED SERVICE LATERAL

At the end of the relocation period, all services that have not had relocated private service laterals constructed and inspected between the use served and their property line served by the relocated service main shall be subject to disconnection. Disconnection shall be made only after ninety (90) days prior notice given in the same manner as disconnection to non-residential customers for failure to pay District service charges. In the event of disconnection, reconnection shall be made only after the construction and inspection of a new private service lateral between the use served and the property line served by the relocated service main and payment of any applicable reconnection charges, including service charges for the period during which service was disconnected. In the event that reconnection is not made within a period of one year following disconnection, service charges shall cease and reconnection shall require payment of the full connection charge applicable to connection of a new use.

#### 10.6 APPEAL BASED UPON SPECIAL CIRCUMSTANCE

Any property owner may petition the Board for an extension of the relocation period based upon special circumstances, provided that such petition shall be made at least ninety (90) days prior to the end of the relocation period. The Board may grant such an extension and may condition such an extension upon payment of the District's estimated cost of maintaining the service main which was to be abandoned during the extension period.

## CHAPTER 11

### VIOLATIONS

#### 11.1 GENERAL

11.1.1 In the event of a violation of any applicable laws of the State of California, this Ordinance, or any other District rules and regulations, the General Manager or designee shall notify the person or persons causing, allowing or committing such violation, in writing, specifying the violation, or upon the failure of such person to cease or prevent further violation, within a reasonable time depending on the severity of the violation after service of notice in the same manner as administrative citations.

11.1.2 The General Manager shall exercise his/her authority to disconnect the property from the public water system. However, in the event such violation results in a public health or safety hazard, the District may enter upon the property and perform such work, and expend such sums, as may be deemed necessary to abate such nuisance, and the reasonable value of the work done and the amounts so expended thereon shall be a charge to the property in violation. Charges shall include any legal fees incurred by the District. The District shall obtain an abatement warrant as necessary prior to doing so.

#### 11.2 CHARGES FOR NON-COMPLIANCE

In addition to the other remedies set forth in this Chapter, the District may impose a non-compliance charge to reimburse the District for costs related to investigating, abating, and correcting non-compliance with this Ordinance. The charge shall be as set forth in Attachment A-3, as it may be amended by ordinance or resolution.

#### 11.3 ADMINISTRATIVE CITATIONS

##### 11.3.1 Authority.

(a) Any person violating any provision of this Ordinance may be issued an administrative citation by an enforcement officer as provided in this Section. Customers shall be responsible for all violations at their property.

(b) A civil fine shall be assessed by means of an administrative citation issued by the General Manager or designee. Fines shall be assessed in the amounts specified by resolution of the Board or where no amount is specified, those amounts set forth in Government Code section 53069.4, Public Utilities Code section 16472.5, or other applicable law. .

##### 11.3.2 Service.

Administrative citations may be served personally or by mail. Service by mail shall be sent to the responsible person's address as shown on public records or as known to the District. If the administrative citation is sent by certified mail and returned unsigned, then service shall be deemed effective by first class mail, provided the administrative citation sent by the first class mail is not returned.

11.3.3 Contents of Notice.

Each administrative citation shall contain the following information:

- (a) Date, approximate time and address or definite description of the location where the violation(s) was observed;
- (b) The Ordinance section(s) or condition(s) violated and a description of the violation(s);
- (c) A description of the action required to correct the violation(s);
- (d) An order to the responsible person to correct the violation(s) by a correction date and an explanation of the consequences of failure to correct the violation(s);
- (e) The amount of the fine for the violation(s);
- (f) An explanation of how the fine shall be paid, the deadline by which it shall be paid, and the place to which the fine shall be paid;
- (g) An order prohibiting the continuation or repeated occurrence of the Ordinance violation(s) described in the administrative citation;
- (h) Identification of rights of appeal, including the time within which the administrative citation may be contested and the place to obtain a notice of appeal and request for hearing form to contest the administrative citation; and
- (i) The name and signature of the enforcement officer and, if possible, the signature of the responsible person.

11.3.4 Satisfaction of Administrative Citation.

Upon receipt of an administrative citation, the responsible person shall do the following:

- (a) Remedy the violation(s) if the violation(s) is of such a nature that it can be remedied. If a nonemergency health or safety violation(s) is corrected before the correction date provided on the administrative citation, no fine shall be imposed;
- (b) Pay the fine to the District within fifteen (15) calendar days from the correction date on the administrative citation. Payment of a fine shall not excuse or discharge the failure to correct the violation(s) nor shall it bar further enforcement action by the District.

11.3.5 Appeal of Administrative Citation.

- (a) Any recipient of an administrative citation may appeal an administrative citation under the procedures set forth in this Section. In addition, requests for an appeal of an

administrative citation shall be submitted with an advance deposit of the fine or an advance deposit hardship waiver request.

(b) Appeals shall be heard by a hearing officer determined by the Board. The hearing officer shall establish rules for the conduct of such appeals but formal rules of evidence shall not apply. Hearings shall occur within sixty days of a valid appeal request unless otherwise agreed to by the District and appellant.

(c) The hearing officer's decision shall be in writing.

(i) If the hearing officer determines that the administrative citation should be upheld, then the District shall retain the fine amount on deposit with the District.

(ii) If the hearing officer determines that the administrative citation should be upheld, and the fine has not been deposited pursuant to an advance deposit hardship waiver, the hearing officer shall set a fine payment schedule for the payment of the fine.

(iii) If the hearing officer determines that the administrative citation should be canceled and the fine was deposited with the District, then the District shall promptly refund the amount of the deposited fine.

#### 11.3.6 Advance Deposit Hardship Waiver.

Any person who intends to request a hearing to contest an administrative citation and who is financially unable to make the advance deposit of the fine may file a request for an advance deposit hardship waiver.

(a) The request shall be filed with the Finance Department within five (5) days of the date of the issuance of the administrative citation.

(b) The requirement of depositing the full amount of the fine as described in Section 11.3.4 shall be stayed unless or until the Chief Financial Officer makes a determination not to issue the advance deposit hardship waiver.

(c) The Chief Financial Officer may waive the requirement for advance deposit only if the cited party submits to the Chief Financial Officer a declaration, under penalty of perjury, supported by evidence that shows to the Chief Financial Officer's reasonable satisfaction that such party is financially unable to deposit the total amount of the fine in advance of the hearing.

(d) If the Chief Financial Officer determines not to issue an advance deposit hardship waiver, the cited party shall remit the deposit to the District within five (5) days of the date of that decision or fifteen (15) days from the date of issuance of the administrative citation, whichever is later.

(e) The Chief Financial Officer shall list his or her reasons for granting or not granting an advance deposit hardship waiver in writing and serve it on the cited party. The Chief Financial Officer's decision is final.

11.3.7 Right to Judicial Review.

Any person aggrieved by a decision of a hearing officer may obtain review of the decision by filing a petition for review with the Placer County Superior Court in accordance with the timelines and provisions set forth in the Government Code and/or Code of Civil Procedure, as applicable.

11.4 VIOLATIONS

(a) Without limiting the other remedies in this Chapter, any violation of this Ordinance is declared unlawful and violators shall be liable for such remedies specified in Public Utilities Code section 16472.5.

(b) Every day a violation of this Ordinance continues shall constitute a separate offense.

**CHAPTER 12**

**APPEALS**

12.1 GENERAL

The many variables applicable to the provision of water service requires that appeals be accepted by the District. In the event a customer wishes to dispute the applicability of any section or challenge any staff decision under this Ordinance, he or she shall follow these procedures unless a specific procedure is provided.

12.2 APPEALS

Requests for an appeal shall be directed to the General Manager in writing. The General Manager shall perform such investigative work as deemed necessary and respond to the customer within fourteen (14) days. The response shall contain information obtained by the investigation and the decision of the General Manager.

12.2.1 Any person who is dissatisfied with a determination of the General Manager may, at any time within ten (10) days after such determination, appeal to the Board by giving written notice to the General Manager setting forth the determination with which the person is dissatisfied. The General Manager shall investigate and transmit to the Board a report upon the matter appealed. The Board shall cause written notice, as to the time and place fixed for hearing such appeal, to be given to all persons affected by such application at least ten (10) days prior to said appeal.

12.2.2 At the time and place ordered in the hearing, the Board shall consider the appeal. Except for appeals of corrective orders and suspension or termination of service, the appeal is an evaluative, and not an adversarial, process to determine the facts of the issue and the appropriate application of this Ordinance. The Board, appellant and General Manager may provide any information deemed relevant to the issue and the Board's consideration. The Board's decision at the conclusion of the hearing shall be final.

**12.3 PAYMENT OF CHARGES PENDING APPEAL REFUNDS**

For appeals related to the amount of charges, the appellant shall pay the disputed charges. After the appeal is heard the Board may order refunded to the person making the appeal such amount, if any, as the Board shall determine should be refunded.



**AMENDMENTS TO WATER ORDINANCE SINCE ADOPTION**

(Amendments Incorporated Herein)

Ordinance 393	Master Water Amendment in Full	November 12, 2019
Ordinance 395	Sections: 1.4.13, 6.2.1, 7.4, 7.5, 11.2, 11.4	May 12, 2020
Ordinance 397	Sections: 1.4.24, 1.4.28, 3.1, 3.2.1(c), 3.2.1(f)	April 13, 2021

# NTPUD SEWER ORDINANCE

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# NTPUD SEWER ORDINANCE

## CHAPTER 1

### GENERAL

#### 1.1 PURPOSE

The purpose of this Ordinance is to establish the rules, regulations, conditions of service, and rates for sewer service by the North Tahoe Public Utility District. The General Manager shall administer and enforce this Ordinance and may adopt and impose administrative rules or regulations to assist~~ing~~ in doing so. By applying for or receiving sewer service from the District, each customer, on its own behalf and on behalf of its guests, tenants, employees and anyone else using sewer service at the property, covenants and agrees to be bound by and to comply with all regulations of the District as may be in force at the time of application and as may subsequently be adopted by the District.

#### 1.2 VARIANCES

The General Manager is authorized to consider and grant variances from the requirements of this Ordinance, including the Technical Specifications, upon application by any person and payment of applicable fees. Variances shall only be allowed under the following circumstances: (1) the granting of the variance will not significantly adversely impact the operation and maintenance of District facilities, including but not limited to economic impacts, (2) the granting of the variance will not result in adverse public health or environmental consequences, (3) there is no other practical alternative available to the applicant which does not require the granting of a variance, and (4) the applicant has proposed to utilize the highest technological methodology available in design and construction so as to avoid or minimize adverse impacts on District facilities.

#### 1.3 TECHNICAL SPECIFICATIONS

The General Manager shall adopt and amend the Technical Specifications. Any amendments to the Technical Specifications shall be incorporated by reference into this Ordinance upon their adoption.

#### 1.4 DEFINITIONS

##### 1.4.1 Accessory Dwelling Unit (ADU).

An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons, and is located on a lot with a proposed or existing primary residence, as provided in Government Code section 66313, as it may be amended. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. In the event that Placer County adopts an ordinance regulating ADUs as permitted by ~~Government Code section 65852.2~~ State Code, accessory dwelling unit shall ~~mean~~ include an ADU as defined in such ordinance.

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### 1.4.2 Junior Accessory Dwelling Unit (JADU)

A unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence, as provided in Government Code section 66313, as it may be amended.

### 1.4.21.4.3 Backfill.

The placement of earthen materials for the purpose of refilling any trench or excavation.

### 1.4.31.4.4 Biochemical Oxygen Demand (BOD).

The quantity of oxygen used in the biochemical oxidation of organic matter in a specified time, at a specified temperature, and under specified conditions.

### 1.4.41.4.5 Building Sewer.

The pipes within the walls of a building and extending five (5-ft.) feet outside the wall which conveys wastewater to the private service lateral. The private service lateral begins five (5-ft.) feet outside the exterior face of the building.

### 1.4.51.4.6 Cleanout.

A “wye” connection on the private service lateral, brought to grade, for the purpose of accessing the private service lateral.

### 1.4.7 California Plumbing Code (CPC).

The California Plumbing Code incorporates by adoption the Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials with necessary California amendments.

### 1.4.8 Commercial/Industrial.

Service to customers engaged in selling, warehousing, or distributing a commodity, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, schools, hotels, etc.) and for purposes that do not come directly under another classification of service

### 1.4.9 Connection Fees.

A one-time charge for customers connecting to the system or a customer increasing capacity. A cost based charge reflecting the value of system capacity based on the utility's infrastructure costs. Does not include meter installation fee, tap fee, fire service detector and/or to physically connect to the system

## NTPUD SEWER ORDINANCE

### 1.4.61.4.10 Cooling Water.

The water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

### 1.4.71.4.11 District.

The North Tahoe Public Utility District, a California public utility district authorized under Public Utilities Code, § 15501 et seq.

### 1.4.81.4.12 District Board or Board.

Board of Directors of the North Tahoe Public Utility District, an elected body.

### 1.4.91.4.13 Domestic Wastewater.

Any liquid, solid, sewage or waterborne waste of the type normally resulting from flushing and washing waste products from residences and lavatories.

### 1.4.14 Equivalent Dwelling Unit

Commercial, industrial, and multi-family units are assigned varying equivalent dwelling unit (EDU) multipliers depending on the type of business, seat count, fixture count, or building size. A residential living unit is 1.0 EDU. The non-residential EDUs are determined using the District's Mixed Use Billing Account type Determination form during the plan check process or during a property inspection.

### 1.4.101.4.15 Enforcement Officer.

A District employee designated to enforce this Ordinance.

### 1.4.111.4.16 Exempt ADU.

An ADU or JADU for which the District is prohibited from requiring a new or separate utility connection, or from imposing a related connection fee or capacity charge, under Government Code section 66311.5 or any successor statute. An ADU where the District is precluded from requiring the installation of a new or separate connection for that ADU under Government Code section 65852.2, as it may be amended.

### 1.4.121.4.17 Fats, Oils, and Grease (FOG).

Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All such compounds are sometimes referred to herein as "Grease."

### 1.4.131.4.18 Food Waste.

## NTPUD SEWER ORDINANCE

The animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods and/or produce.

### 1.4.141.4.19 Gravity Grease Interceptor.

An approved plumbing appurtenance or appliance that is installed to intercept non-petroleum FOG, and/or solids from a wastewater discharge.

### 1.4.151.4.20 Industrial Wastewater.

Any liquid or waterborne waste from manufacturing, processing, commercial or industrial facilities, except domestic waste, boiler blowdown, and uncontaminated or noncontact cooling water, provided, however, that substantial discharge of boiler blowdown closely associated with industrial activity shall be considered industrial wastewater when such discharge has a reasonable potential to affect or interfere with the Wastewater Treatment Plant, its treatment process, or operations as determined by the District or TTSA. The term is synonymous with “nondomestic wastewater.”

### 1.4.161.4.21 Infiltration.

The quantity of groundwater that enters the sanitary sewer through joints, cracks, breaks or other defects.

### 1.4.171.4.22 Inflow.

The quantity of surface water that enters the sanitary sewer from illegal and system access connections.

### 1.4.23 Mixed Use Commercial.

A customer that has both residential and commercial uses on the property will be categorized mixed use commercial when the number of commercial equivalent dwelling units (EDUs) is greater than the number of residential EDUs, as determined under the then-current rate schedule or District administrative procedures..

### 1.4.24 Mixed Use Multi-Residential.

A customer that has both residential and commercial uses on the property will be categorized mixed use multi-residential when the number of residential equivalent dwelling units (EDUs) is greater than or equal to the number of commercial EDUs, as determined under the then-current rate schedule or District administrative procedures.

### 1.4.25 Multi-Family Residential.

Residential uses containing two or more residential units, including apartment buildings, duplexes, townhomes for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

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### ~~1.4.18~~1.4.26 Parcel.

A lot or other legal unit of real property as recognized by Placer County.

### ~~1.4.19~~1.4.27 pH.

A scale from 0 - 14 is used to specify how acidic or basic a water-based solution is.

### ~~1.4.20~~1.4.28 Pollutant.

Substances which include, but are not limited to, the following: any dredged spoil, solid waste, incinerator residue, sewage, garbage, petroleum products or by-products, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into water, which may affect characteristics of wastewater (including, but not limited to, pH, temperature, total suspended solids (TSS), turbidity, color, BOD, toxicity or odor).

### ~~1.4.21~~1.4.29 Private Service Lateral.

The part of the private sewer commencing five (5-ft.) feet outside the foundation line of the structure and extending to the property line or easement boundary-

### ~~1.4.22~~1.4.30 Private Sewer.

The building sewer extending through the private service lateral and terminating at the property line.

### ~~1.4.23~~1.4.31 Sand-Oil Interceptor.

An approved plumbing appurtenance or appliance that is installed to intercept sand, grit and/or petroleum-based liquid waste from a wastewater discharge.

### ~~1.4.24~~1.4.32 Sewage or Wastewater.

Liquid and water-carried industrial wastes from residential dwellings, commercial buildings, industrial and manufacturing facilities, or institutions, whether treated or untreated, which are contributed to the Wastewater Treatment Plant.

### ~~1.4.25~~1.4.33 Sewer System.

The system is owned and operated by the District to transport wastewater from the property line to the wastewater treatment plant.

### 1.4.34 Single Family Residential.

## NTPUD SEWER ORDINANCE

A single family residential unit shall mean a single family dwelling that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

### 1.4.261.4.35 Slug.

Any discharge containing an unusual volume of flow or concentration of liquid, water, sewage, wastewater or pollutants.

### 1.4.271.4.36 Tahoe-Truckee Sanitation Agency (TTSA).

The Tahoe-Truckee Sanitation Agency, a California sanitation agency authorized by the Tahoe-Truckee Sanitation Agency Act.

### 1.4.281.4.37 Total Suspended Solids (TSS).

The total suspended matter that either floats on the surface of or is suspended in water, sewage or other liquids and which is removable by laboratory filtering.

### 1.4.291.4.38 Temporary Discharge.

The limited and temporary discharge of water (ground, surface, storm, or process water whether treated or not in accordance with this Ordinance) to the sewer system.

### 1.4.301.4.39 Technical Specifications.

These rules and regulations adopted by the General Manager regarding the Sewer System.

### 1.4.31 Uniform Plumbing Code (UPC).

~~A code published and updated periodically by the International Association of Plumbing and Mechanical Officials as amended by the State of California incorporated into the California Building Standards Code. If further amended by Placer County or other applicable land use authority, the UPC shall include these amendments to the extent provided by applicable law.~~

### 1.4.321.4.40 Wastewater Treatment Plant.

The regional treatment and disposal facilities operated by TTSA.

## CHAPTER 2

### CONDITIONS OF SERVICE

#### 2.1 USE OF PUBLIC SEWERS REQUIRED

All developed parcels within the District shall connect to the public sewer. No septic tanks, cesspools, or other means of private and/or on-site wastewater disposal system shall be permitted.

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### **2.2 DISTRICT RESPONSIBILITY**

2.2.1 The District shall own, operate and maintain the sewer system. The District, its officers, agents, contractors or employees shall not be liable for interruption, shortage or curtailment or stoppage of service, or for any loss or damage related to sewer service or interruption of service.

2.2.2 The District, whenever it shall find it necessary or convenient for the purpose of making repairs or improvements to the sewer system or any private sewer, shall have the right to temporarily suspend sewer services, and it shall not be liable for any loss or damage occasioned by the suspension.

2.2.3 Except as it may agree to do so as set forth in this Ordinance, the District will not be responsible for the maintenance and operation of any private sewer.

### **2.3 OWNER RESPONSIBILITY**

2.3.1 The owner of each parcel shall be responsible for the operation and maintenance of the private sewer. The intrusion of roots and any blockage caused by roots that begins within the private sewer shall be the responsibility of the owner even if portions of the damage extend into the sewer system.

2.3.2 Cleanouts shall be maintained by the owner in a functional capacity and shall be kept free of obstructions and accessible.

2.3.3 The District shall not be responsible for blockages in any part of the private service lateral, unless the blockage is caused by a physical defect in the [District's](#) sewer system.

2.3.4 It shall be unlawful to connect roof or other drains to the private sewer, which would allow inflow to enter the sewer system. Parcels shall be developed and maintained to ensure no inflow or infiltration enters the sewer system.

## **CHAPTER 3**

### **NEW OR MODIFIED SERVICES**

#### **3.1 DISTRICT APPROVAL OF CONNECTIONS**

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb the sewer system without first obtaining a sewer connection permit from the District and paying all applicable fees.

#### **3.2 NEW SERVICE**

##### **3.2.1 General Requirements.**

New services will be connected subject to the following conditions:

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(a) The property to be served is within the sewer service area of the District.

(b) A District sewer main of adequate capacity, as solely determined by the District, exists in a publicly traveled right of way, or District easement abutting a principal boundary of the land to be served; or adequate mains, lift stations and other facilities, as solely determined by the District, are constructed in accordance with Section 3.2.2.

(c) The customer shall apply for service. Applications for new service shall be in writing on forms provided by the District and signed by the owner or authorized agent. Applications shall be supported by such data as the District may require, such as a map or legal description of the property to be served, the date service is to begin and the names and billing address of the recorded owners responsible for payment. If the person making the application is not the owner of the property, permission to bill this person must be provided to the District on a form provided by the District. Applications are valid for one year from the date of submittal.

(d) The customer shall obtain a sewer connection permit from the District and construct all necessary facilities as identified on the permit in accordance with the Technical Specifications or other applicable law. Permits are not transferable.

(e) The customer shall not have any outstanding amounts owed against the property to be served, on any District water or sewer account, subject to applicable law.~~to the District on any water or sewer account.~~

(f) Connection fees shall be collected at the time of issuing the permit for a water-sewer connection. Connection fees shall be charged at the rate in effect on the day of application for service from the District. Applications will be voided if connections fees are not paid within one-year of receipt of the application by the District. Payment of connection fees constitutes acceptance of a new service connection application by the District and billing will commence in accordance with Chapter 6. No connection fees will be refunded after connection. The connection fees collected for such application shall be returned to the applicant if connection is not made, upon written request and connection fee refund charge, and a new application and payment of fees will be required before service will be provided. No refund or credit will be provided for previously paid water-sewer service charges billed in accordance with Chapter 6.

### 3.2.2 Extension of Facilities.

If the sewer system must be extended to provide service, the applicant shall comply with this Section.

(a) Necessary Facilities. The extension facilities necessary to serve any parcel of land shall be determined solely by the District and may include oversizing subject to Subsection (e). These facilities may be designed by the District or a qualified agent of the applicant, and shall be installed in accordance with the Technical Specifications and other plans and specifications required by the District. Upon completion, inspection and acceptance of the facilities by the District, they shall be owned and operated by the District as a part of the sewer system. The applicant shall install extension facilities utilizing a competent and experienced contractor, licensed in California, and approved by the District. The District reserves the right to construct,

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with its own personnel or by contract, all extension facilities including but not limited to lift stations, taps of existing mains, and extensions involving complicated connections to, or interference with, the District's existing facilities.

(b) Location of Facilities. Extension facilities shall be located only on land owned by the District in fee, or in a public street or highway, or in an easement granted to the District and satisfactory to the District. The applicant will cause to be conveyed or granted to the District, without cost to the District, such lands and/or easements as the District determines to be necessary for the extension of facilities. Lands shall be conveyed to the District in simple, free and clear of liens or encumbrances, except for such encumbrances of record that may be acceptable to the District. Easements shall be granted in such form as shall be satisfactory to the District.

(c) Costs and Expenses. The applicant shall be solely responsible for all costs and expenses. The applicant shall deposit cash into escrow or an irrevocable standby Letter of Credit in favor of the District issued by a bank reasonably acceptable to the District~~with the District~~ in a sum equal to 125% of the estimated total cost of the construction of the extension facilities prior to ~~final design and commencement of~~ construction. If, upon completion of the work, the amount paid to or deposited with the District is less than said actual costs, the difference shall be paid to the District by the applicant prior to the commencement of service. Any amount paid or deposited in excess of said actual cost will be credited toward usage or refunded upon application.

(d) Environmental Documentation. Whenever the District determines that an environmental document is necessary, the District will provide the applicant with an estimate of the cost. The applicant will deposit an amount sufficient to cover sixty (60) days' of expenses with the District. The District's actual costs, including overhead expenses and legal and consultant fees, of preparing said report, and conducting hearings as necessary will be invoiced to the applicant monthly and shall be deducted from the deposit. The applicant shall pay such invoices and/or replenish the deposit. If the applicant fails to do so, the District may suspend or cease work and/or take any action necessary to recover the amounts owed. At the conclusion of the process, any remaining deposit amounts shall be returned to the applicant without interest.

(e) Reimbursement. In the event that the District requires the installation of any extension facilities larger than those necessary to serve the parcel or extension facilities that would have been required to serve adjacent or nearby parcels upon their development, the District and applicant may enter into a reimbursement agreement outlining the terms and conditions of reimbursement to the applicant. Reimbursement agreement shall be effective for a maximum of ten (10) years. Any prorated reimbursement shall be determined by the District based on years remaining on the agreement and total parcels capable of being served. Upon termination of the ten (10) year period, any pro rata share shall become property of the District.

### 3.3 ALTERED SERVICE

Customers shall notify the District and obtain a sewer connection permit, if necessary, whenever the use changes or new additional structures are built on parcels having existing sewer service. In such instances, the District may require a new or increased connection fee for additional fixtures, different uses or other situations where connection fees would be imposed. A credit shall be provided for previously paid connection fees. Such credit shall not be limited to the actual dollar

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amount paid but shall be increased to reflect increases in connection fee rates. If no records exist demonstrating the amount of paid fees, the District may estimate that amount based on the current size, number of fixtures or other indicia used to calculate the then current connection fees. No refund or credit shall be provided for situations where altered service results in a lower connection fee. The District may require the private sewer or any portion of the sewer system be modified if necessary to comply with this Ordinance as a condition of approving any altered service.

### 3.4 TERMINATION/RECONNECTION OF SERVICE

~~As set forth in Section 2.1 and except as provided in Section 3.5, s~~ Sewer service to an existing developed property may not be terminated. If all uses on the existing developed property requiring sewer ~~service at the property~~ ceases, the owner may request termination of service then a service may be terminated. The District may approve termination only after the District determines that termination and physical disconnection will not create a public health, safety, environmental, operational, or regulatory concern and the owner provides evidence of any required demolition, building, TRPA, Placer County, or other approvals. Termination of service shall include the removal and capping of the private service lateral at the sewer main. Charges for service will cease effective the first day of the billing period following system disconnection. Any request to reconnect to the sewer system shall be processed as a new application for service. To obtain sewer service for the same parcel in the future will require applying for a new sewer service and payment of all then current fees and charges, and there is no credit for any fees or deposits paid for the sewer service being abandoned

### 3.5 TEMPORARY DISCONNECTION OF SERVICE

~~There is no temporary disconnection of services starting on January 1, 2027. The only way to avoid monthly system charges is to terminate the service in accordance with Section 3.4. Owners may request a temporary disconnection and reconnection of sewer service where service will be discontinued for at least ninety (90) days. In such cases, the District may require that the structure be physically disconnected from the sewer service at the property line cleanout box. In such cases, those portions of the bill for basic service shall cease during the temporary disconnection period, effective the first day of the billing period following temporary disconnection. Those portions of a bill attributable to system replacement or capital improvements, if any, shall continue to be charged during the temporary disconnection period. Any request to reconnect to the sewer system shall be processed as a reconnection and not a new application for service.~~

## CHAPTER 4

### PRIVATE SERVICE LATERALS

#### 4.1 CONNECTIONS TO SEWER SYSTEM

The private sewer and any portions of the sewer system necessary to connect the parcel to a sewer main shall be constructed in accordance with the Technical Specifications and other plans and specifications required by the District. All such costs and expenses shall be the sole responsibility of the owner. The owner shall defend, indemnify and hold the District harmless from any claims, loss or damage that may directly or indirectly be occasioned by the installation of these facilities.

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### 4.2 SHARED LATERALS

Where more than one structure or building exists on a parcel and are under common ownership, they may share a common private sewer. Structures in different ownership shall not share the same private service lateral.

### 4.3 LAND DIVISION

No land division resulting in structures in different ownership being served by the same private service lateral shall be allowed. Prior to the recording of any final or parcel map resulting in the creation of parcels, which if sold to different persons would result in structures in different ownerships being served by the same private service lateral, independent service to each structure shall be provided. In lieu of construction, submission and approval of private easements or other arrangements acceptable to the General Manager may be provided.

### 4.4 COMMON USE ARRANGEMENTS

Notwithstanding the foregoing, the District may elect to require parcels served by a homeowners' association or similar entity to receive service through a single private service lateral owned and maintained by the association or entity.

## CHAPTER 5

### TESTING

#### 5.1 PURPOSE

The intent of this Chapter is to reasonably ensure the soundness of the sewer system in order to prevent inflow and infiltration and to ensure compliance for both new and existing lines. Because of the nature and physical location of existing lines, the General Manager has the authority to alter the testing methods if the methods stated in this Chapter are impractical.

#### 5.2 APPLICABILITY

5.2.1 All new connections to the sewer system shall be tested in accordance with the provisions of this Chapter, to include gravity and pumped sewer services. No person shall use or introduce wastewater into the sewer system until the private service lateral has passed a test as specified in Section 5.3.1.

5.2.2 No existing private service lateral shall be allowed to remain connected to the public sewer which is incapable of passing a test as specified in Section 5.3.2. Tests shall be required under occurrence of any of the following conditions:

- (a) Remodeling of the house, building or property served to an extent of more than fifty percent (50%), as determined by the District, or
- (b) Installation of additional toilet or drainage facilities in the house, building or property served, or

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- (c) Change of use of the house, building or property serviced from residential to business or commercial, or from non-restaurant commercial to restaurant commercial, or
- (d) Upon repair or replacement of all or part of the private sewer, or
- (e) Upon addition to structures of living quarters, such as guest cabins on the property served or plumbing of garages into living quarters, or
- (f) Prior to close of escrow upon sale of the house, building or property served,  
or
- (g) Upon determination of the General Manager that the cleaning and testing is required for the protection of the public health, safety and welfare.

### 5.3 TESTING PROTOCOL

#### 5.3.1 New Connections.

All new service laterals shall be tested by either an air or water method, under the established procedures of and at the discretion of the District. The test section shall be from the wye fitting at the main to the building cleanout or from the service stub at the property line to the building cleanout, corresponding to the line installed. If a line fails, the owner shall be responsible for correction of the condition causing failure, notifying the District when such work has been completed, and for scheduling a new test.

#### 5.3.2 Existing Connections.

It shall be unlawful for any owner of a house, building, or property connected to the sewer system to maintain the building sewer in a condition where leakage is such that the tests in this Section cannot be successfully accomplished. If a cleanout has not been installed at the property line, ~~the owner shall notify the District shall be notified~~ and the District shall install a cleanout ~~shall be installed~~ prior to cleaning and testing. The District will install the cleanout within 14 days of being notified and between May 1 and October 1. The owner will then be able to complete the necessary cleaning and testing. The property owner shall be responsible for such installation in accordance with the Technical Specifications.

#### 5.3.3 Effect of Test.

District approval of any test does not constitute a warranty by the District of the soundness or ability of the private service lateral to accomplish its purpose or to remain in compliance with this Ordinance.

- (a) The owner of any house, building, or property shall conduct all cleaning and testing required at his sole expense and shall notify the District three (3) business days prior to cleaning and testing. Operations conducted without such notice shall not satisfy the requirements of this Chapter.

## NTPUD SEWER ORDINANCE

(b) Existing private service laterals shall be tested by the air or water method, at the discretion of, and under inspection by, the District. In the event that a private service lateral fails, the owner shall cause corrective work and re-testing to be performed within thirty (30) days from the date of the original test.

(c) If the sewer line fails the testing, it shall be repaired or replaced in accordance with Technical Specifications and this Ordinance. Patch repairs shall not be made using cement grout, glues, epoxies, or other fillers. Damaged portions of the pipe shall be cut out and replaced.

(d) In the event that sewer cleaning, testing, repair or replacement would be required, at a time when weather conditions or excavation restrictions (October 15 until May 1) prohibit such repairs, the General Manager may defer completion of such requirement until June 15th or such earlier date as agreed upon with the owner. If the test is deferred, the Owner may post a performance bond with the District in an amount equal to one hundred twenty-five (125%) percent of the District's estimate of the cost of replacing the private service lateral. The bond shall be callable on the date when the owner should have completed testing and the funds will be released to the District.

In place of a performance bond, the owner shall escrow funds in an amount equal to one hundred twenty-five (125%) percent of the District's estimate, if the property is being sold. Funds escrowed will not be released without written notification by the District to the title company holding such funds. If the cleaning and testing is not completed by the time set by the Ordinance, the funds held in escrow shall be released to the District. These funds may be used by the District for physical disconnection, testing, repair or replacement of the private sewer. Should such costs exceed the amount held in escrow, the difference will be billed to the property owner of record. Such costs shall become a lien on the property.

During the period from May 1st until September 15th no funds shall be held in escrow or a performance bond posted in lieu of testing and acceptance of the sewer service lateral prior to close of escrow.

The District may, upon written notice to the property owner, discontinue or restrict water and/or sewer service to the property until such repairs are made, to the extent necessary to protect the public health. The cost of discontinuing service and restoring service will be the responsibility of the property owner. Services left unconnected for a period of one year or greater shall be subject to the connection fees in effect at the time of reconnection.

(e) Cleaning and testing requirements prior to escrow are waived if the building sewer has a passing test within a prior five (5) year period approved and on file with the District, if the building sewer has been installed and has a passing test within a prior fifteen (15) year period approved and on file with the District, or upon determination by the General Manager.

## CHAPTER 6

### BILLING

# NTPUD SEWER ORDINANCE

## 6.1 GENERAL

### 6.1.1 Sewer Service Charges.

The District shall charge customers for sewer service at the rates set forth in Attachment A-1 of this Ordinance. Such fees and charges shall be adopted by ordinance or resolution. Any new or modified fees or charges shall be incorporated by reference into this Ordinance and Attachment A-1 by reference upon their effectiveness.

### 6.1.2 Connection Fees.

The District shall charge applicants for connecting to the sewer system at the fees set forth in Attachment A-2 of this Ordinance. Such fees shall be adopted by ordinance or resolution. Any new or modified fees shall be incorporated by reference into this Ordinance and Attachment A-2 by reference upon their effectiveness.

Notwithstanding any other provision of this Ordinance, the District shall apply connection fees, capacity charges, and monthly service charges for accessory dwelling units and junior accessory dwelling units in accordance with Government Code section 66311.5, Government Code section 66013, and any successor statutes. An accessory dwelling unit or junior accessory dwelling unit shall not be considered a new residential use for purposes of calculating connection fees or capacity charges for sewer service unless the unit is constructed with a new single-family dwelling. For any accessory dwelling unit or junior accessory dwelling unit described in Government Code section 66323(a)(1), the District shall not require a new or separate utility connection directly between the unit and the Sewer System or impose a related connection fee or capacity charge, except as authorized by Government Code section 66311.5. For any accessory dwelling unit for which a new or separate utility connection may lawfully be required, any connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit on the Sewer System, based on square footage or drainage fixture units, and shall not exceed the reasonable cost of providing service.

In addition to any exemption required by state law, the District shall waive District sewer connection fees for up to one accessory dwelling unit and one junior accessory dwelling unit per parcel, in addition to an existing primary dwelling, where the unit is subject to a recorded deed restriction, in a form acceptable to the District, requiring occupancy by households meeting applicable affordable, moderate, or achievable-income requirements under TRPA requirements or other District-approved affordability requirements. Unless expressly waived by the Board or the then-current rate schedule, this waiver does not apply to monthly service charges, inspection fees, reimbursement obligations, construction costs, or other non-connection fees or charges, which shall be billed as provided in this Ordinance, Attachment A-3, and the then-current rate schedule.

### 6.1.3 Other Fees and Charges.

Subject to any provisions set forth in this Ordinance or applicable law, the District shall charge applicants, customers or other persons for other services at the rates set forth in

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Attachment A-3 of this Ordinance. Such fees or charges shall be adopted by ordinance or resolution. Any new or modified fees or charges shall be incorporated by reference into this Ordinance and Attachment A-3 by reference upon their effectiveness.

### 6.2 BILLING FOR SEWER SERVICE CHARGES

#### 6.2.1 Bills.

~~Those portions of the bill attributable to base Sewer service charges shall begin on the first day of the billing period following the completion of the pressure test required under Section 5.3.1, or the installation of the water meter if a current water customer, or within two years after the permit fees are paid, whichever comes first. Those portions of the bill attributable to sewer system replacement or capital improvements, if any, shall begin on the first day of the billing period following the payment of the connection fee and receipt of sewer connection permit as required under Section 3.1. Payment for basic~~ **Unless the rate schedule provides otherwise, Base** sewer service is ~~billed~~**due** in arrears. Bills will be mailed or sent electronically at the beginning of each billing period to the address furnished to the District. The customer shall be responsible ~~to keep~~**for keeping** the District advised of the address to which bills are to be mailed. Non-receipt of a bill shall not relieve a customer of any payment obligation to the District.

#### 6.2.2 Payment.

Bills shall be due and payable upon presentation. Payment shall be made to the District office. Bills shall become past due in thirty (30) days, and delinquent in sixty (60) days from the billing date, and may become a lien on the property (60) days after the billing date.

#### 6.2.3 Delinquent Bills.

In the event of delinquency in the payment of any rates, or charges, or installation charges thereof, or interest thereon, penalty and interest shall be imposed as set forth in ~~set forth in~~ Attachment A-3 of this Ordinance.

#### 6.2.4 Credits and Adjustments.

The General Manager may adjust billings upon changes of use or after dispute of a charge. Errors or mistakes in bills for service charges shall be corrected and retroactively adjusted for the prior six months.

#### 6.2.5 Responsibility for Payment.

(a) Unless otherwise provided by law, all charges for sewer service shall be billed to the owner of the property making application for service. Upon written request of the owner, and approval by the District, charges for sewer service shall be billed to the person occupying the property provided, however, that in the event of delinquency, such charges shall be billed to the property owner and remain with the property. In such case, the owner shall be deemed

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the person receiving service under Public Utilities Code section 16472.1 and should charges remain delinquent, the District shall place a lien on the property.

(b) Should the property be sold and a delinquent bill exists on said property, the District will transfer those charges to any other open account under the name of the previous owner afforded such service. Should the property be sold and no other account is available to accommodate the transfer, the District may utilize whichever collection methods it wishes to recover the fees from the prior owner.

(c) Charges for sewer collection and water service provided by the District shall be billed upon the same bill and collected as one item.

## CHAPTER 7

### WASTE PRETREATMENT

#### 7.1 PRETREATMENT REQUIRED

Whenever deemed necessary by the District [or the Tahoe-Truckee Sanitation Agency](#), the owner of any parcel shall, at his/her own expense, provide such treatment or take such other measures, as shall be required in order to reduce objectionable characteristics, contents, or rate of discharge of waters or wastes being deposited in the sewer system so that the same may be received without any damage to the sewer system or any undue interference with its operation and without any hazard of any kind to humans or animals.

#### 7.2 GENERAL REQUIREMENTS

##### 7.2.1 Food Waste.

No person shall discharge, deposit, throw, cause, allow or permit to be discharged, deposited, or thrown into the sewer system, any food waste, or any fruit, vegetable, animal or other solid material from any food-processing facility or food-preparing facility or retail grocery store. No person shall install, operate, use or maintain upon the premises of any such facility any mechanical grinder or waste grinder that is connected directly or indirectly to the sewer system.

##### 7.2.2 FOG (Food Type).

Gravity grease interceptors shall be installed in all establishments which handle, prepare, cook, or serve foods or when in the opinion of the General Manager they are necessary for the handling of wastes that can affect the proper functioning of the sewer system; except that such interceptors shall not be required for dwelling units. All gravity grease interceptors shall comply with the Technical Specifications, be maintained in good working order and be supported by records of maintenance and proper operation. Records shall be provided to the District upon request. Notwithstanding the foregoing, existing uses as of December 1, 2019 with a FOG removal device may continue to operate in existing

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condition and shall only be required to comply with this Section 7.2 in the event of one of the following:

- (a) Changes ownership of either the underlying property or the business.
- (b) Modified to increase seating by any amount (either inside or outside).
- (c) Facility is found to be contributing FOG in unreasonable quantities as determined by the District.

### 7.2.3 Sand and Petroleum-Based Oils and Grease.

Sand-oil interceptors shall be installed prior to discharge of waste to the sewer system in all establishments where in the opinion of the General Manager, they are necessary for the handling of liquid wastes containing grease, flammable wastes, sand, oil, solids or acid or alkaline substances in quantities that can affect the proper functioning of the sewer system; except that such interceptors shall not be required for dwelling units. All sand-oil interceptors shall comply with the Technical Specifications, be maintained in good working order and be supported by records of maintenance and proper operation. Records shall be provided to the District upon request. Sand-oil interceptors shall be installed at the following facilities:

- (a) Recreational vehicle dump stations.
- (b) Vehicle wash stations.
- (c) All automotive service bays and automotive repair shops must have floor drains connected to the sewer system. All such floor drains shall have a sand-oil interceptor installed.
- (d) All other establishments where, in the opinion of the General Manager, they are necessary for the handling of liquid wastes containing grease, flammable wastes, sand, oil, solids or acid or alkaline substances in quantities that will affect the proper functioning of the sewer system.

## 7.3 SWIMMING POOLS

7.3.1 All swimming or wading pools containing 2,000 gallons of water or more shall discharge and drain wastewater to the public sewer as set forth in this Section.

7.3.2 Prior to draining, written approval must be obtained from the General Manager, which will include conditions determined by the General Manager to be necessary or advisable. The General Manager reserves the right to prohibit the draining of swimming pools when, in his/her opinion, doing so would deleteriously affect the operation of the public sewer.

## CHAPTER 8

### PRIVATE SERVICE LATERAL RELOCATIONS

## NTPUD SEWER ORDINANCE

### 8.1 GENERAL

The purpose of this Chapter is to establish regulations relative to the relocation of private service laterals to connect to relocated District sewer service mains.

### 8.2 RELOCATION OF PRIVATE SERVICE LATERAL

When the District relocates sewer service mains with the intention of disconnecting service through the original existing service mains it shall be the responsibility of the owners of all properties which have service provided through the original existing service mains to relocate their private service laterals to accept service through the relocated service mains at their sole expense and pursuant to the relocation schedule established by the District pursuant to the provisions of this Chapter. The District shall install appropriate cleanouts and other facilities at the property line at no cost to the property owner.

### 8.3 NOTICE AND HEARING REGARDING RELOCATION SCHEDULE

The relocation schedule to establish the timing of installation of relocated service mains, the timing of construction of relocated private service laterals and the timing of disconnection of service through original existing service mains shall be set by the Board at a public hearing. All affected property owners shall be notified by personally mailed notice to the property owners' address in the District files at least fifteen (15) days prior to the date of the public hearing.

At the public hearing, the Board shall establish a relocation period giving the affected property owners at least two building seasons (May 1 through October 15), but ending on September 1 of the last season, to construct and have inspected new private service laterals between the use served and their property line served by the relocated service main. The relocation period shall include the season during which the relocated service main is constructed.

### 8.4 CONTINUING NOTICE DURING RELOCATION PERIOD

Between May 1 and May 15 of each building season during the relocation period, the District shall review the status of construction of new private service laterals and shall give further notice of the relocation schedule to all property owners who have not at that time constructed and had inspected new private service laterals between the use served and their property line served by the relocated service main. Notice shall be given by personal mail to the property owners' address in the District files.

### 8.5 DISCONTINUANCE OF SERVICE FOR FAILURE TO RELOCATE PRIVATELY OWNED SERVICE LATERAL

At the end of the relocation period, all services that have not had relocated private service laterals constructed and inspected between the use served and their property line served by the relocated service main shall be subject to disconnection. Disconnection shall be made only after ninety (90) days prior mailed and posted notice to the customer. In the event of disconnection, reconnection shall be made only after the construction and inspection of a new private service lateral between the use served and the property line served by the relocated service main and payment of any

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applicable reconnection charges, including service charges for the period during which service was disconnected. In the event that reconnection is not made within a period of one year following disconnection, service charges shall cease and reconnection shall require payment of the full connection charge applicable to connection of a new use.

### 8.6 APPEAL BASED UPON SPECIAL CIRCUMSTANCE

Any property owner may petition the Board for an extension of the relocation period based upon special circumstances, provided that such petition shall be made at least ninety (90) days prior to the end of the relocation period. The Board may grant such an extension, and may condition such an extension upon payment of the District's estimated cost of maintaining the service main which was to be abandoned during the extension period.

## CHAPTER 9

### REGULATION OF DISCHARGES

#### 9.1 PROHIBITED DISCHARGES

No person shall discharge or cause to be discharged into the public sewer the following:

9.1.1 Any liquid or vapor having a temperature higher than one hundred forty (140) degrees Fahrenheit.

9.1.2 Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures below 60 degrees F.

9.1.3 Any food waste from a residential unit that has not been properly shredded to a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension. Food waste is prohibited from a commercial property.

9.1.4 Any oil-component wastes shall not contain more than 20 mg/l of oil.

9.1.5 Any water containing synthetic detergents in excessive quantity.

9.1.6 Any water or wastes containing excessive suspended solids or excessive dissolved solids.

9.1.7 Any noxious or malodorous gas or substance capable of creating a public nuisance.

9.1.8 Any water or wastes containing acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.

9.1.9 Any water or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement.

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9.1.10 Any wastewater containing cyanides in excess of two tenths of a milligrams per liter (0.2 mg/l).

9.1.11 Any water or wastes containing phenols or other taste or odor producing substances in high concentrations.

9.1.12 Any radioactive wastes or isotopes.

9.1.13 Any water or wastes having pH lower than 5 or in excess of 9.5.

9.1.14 Any wastewater flow or concentration of wastes constituting a slug.

9.1.15 Any wastewater with an excessive BOD or chemical oxygen demand.

9.1.16 Any wastewater which is prohibited (volume or substance) by the TTSA.

9.1.17 Any substance prohibited by applicable federal, state, or local law.

9.1.18 Any water or wastes which contain substances or possess characteristics or pollutants which, in the judgment of the General Manager, may have a deleterious effect upon the sewage treatment works or collection system.

9.1.19 The use of diluting waters to meet the requirement standards for discharge of waste is prohibited.

## 9.2 APPLICATION

If any water or wastes are proposed to be discharged to the public sewer, the District reserves the right to:

9.2.1 Reject the wastes, or

9.2.2 Require pretreatment to an acceptable condition for discharge to the public sewers,  
or

9.2.3 Require control over the quantities and rates of discharge, and/or

9.2.4 Require payment to cover the added cost of handling the wastes not covered by charges under the provisions of the Ordinance.

9.2.5 Require payment of fees for temporary discharge into the sewer system.

The owner shall make written application to the District. Such application shall name the substance, its concentration, the quantity of flow, the proposed discharge point, hours of discharge and other pertinent information as is necessary to determine the possible effects of such a discharge. No such discharge shall take place until and upon issuance of a permit for temporary discharge and posting of a deposit. The deposit is equal to the fee for the entire estimated discharge if the discharge will take place in less than 90 days, or of the estimated fee for the first 90 days of

## **NTPUD SEWER ORDINANCE**

the discharge if the discharge is to take place for a period of time over 90 days. The District will not provide service without proof of a valid permit issued by the TTSA.

### **9.3 TESTING**

When the District suspects the discharge of prohibited substances into the public sewer without written authorization, it may analyze samples by a certified laboratory. If substances are found in violation of this Ordinance, the owner shall immediately cease discharging and shall be subject to the penalties as outlined in this Ordinance.

## **CHAPTER 10**

### **PENALTIES AND ENFORCEMENT**

#### **10.1 GENERAL**

All persons violating this Ordinance shall be subject to penalties as set forth in this Chapter.

#### **10.2 NON-PAYMENT OF FEES OR CHARGES**

Upon non-payment by the owner of applicable fees and/or charges in accordance with the provisions of the Ordinance, such unpaid amount, including interest and penalties, shall be a lien on the parcel, and any other remedies authorized by law may be used to enforce payment.

Any person who shall continue non-payment beyond six months (6) from the time said charges were due and payable shall be subject to disconnection from the public sewer upon ten days (10) written notice.

#### **10.3 VIOLATIONS**

All persons performing work under this Ordinance shall be responsible for any and all acts of their agents or employees in connection with the work. Any person found to be in violation of any provision of this Ordinance shall be served by the District with written notice stating the nature of the violation and providing a reasonable time to correct the violation. The offender shall, within the period of time stated in such notice, permanently cease and correct all violation(s). Immediate correction may be required when necessary to protect the sewer system or public health and safety.

Any person who shall continue any violation beyond the limit specified in the written notice above, shall be subject to disconnection from the District's sewer system upon five (5) days written notice, and shall be liable for such additional remedies specified in Public Utilities Code section 16472.5.

Each day in which any such violation shall continue shall be deemed a separate offense.

Any person violating any of the provisions of this Ordinance shall become liable to the District for any expense, loss, or damage occasioned to the District by reason of such violation including any charges as set forth in Attachment A-3.

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### 10.4 ILLEGAL CONNECTIONS OR CHANGE OF USE

Any parcel found to have made a connection or change in use without making application to the District and paying all fees and/or service charges shall be subject to paying all fees and charges from the date of the issuance of the building permit or physical connection to the public sewer, whichever is earliest.

### 10.5 ENFORCEMENT; INJUNCTIONS; ENTERING INTO PRIVATE PROPERTY

As an alternative to the other remedies set forth in this Ordinance, the District may:

10.5.1 The District may correct any violation of an ordinance of the District. Generally, the District shall not enter onto private property where the occupant or owner has a constitutionally protected expectation of privacy without an abatement warrant. However, in the event such violation results in a public health or safety hazard, the District may enter upon the property and perform such work, and expend such sums, as may be deemed necessary to abate such nuisance, and the reasonable value of the work done and the amounts so expended thereon shall be a charge to the property in violation. Such charges shall include any legal fees incurred by the District. The District shall obtain an abatement warrant as necessary prior to doing so.

10.5.2 The District may also petition the superior court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of any ordinance of the District or for the issuance of an order stopping or disconnecting a service if the charges for that service are unpaid at the time specified in the ordinance.

10.5.3 The District may enter upon the private property of any person within the jurisdiction of the District in order to investigate possible violations of an ordinance of the District. The investigation shall be made with the consent of the owner or tenant of the property or, if consent is refused, with an inspection warrant.

### 10.6 ADMINISTRATIVE CITATIONS

The District may issue administrative citations for violations of this Ordinance under the procedures set forth in the Water Ordinance, [Government Code section 53069.4, Public Utilities Code section 16472.5, and other applicable law, as each may be amended.](#)

### 10.7 EMERGENCY REPAIR WORK ON PRIVATE PROPERTY

#### 10.7.1 Request of Private Property Owner.

When requested by a private property owner, the District may perform emergency repair work to a private service lateral when the owner has experienced an emergency line leak or break on the lateral which threatens the integrity of the sewer system and for which the emergency continues. An owner requesting emergency assistance from NTPUD must agree to enter into a written agreement for performance of such repairs in a form maintained by the District which shall include the following: the nature of the work to be performed, indemnification, waiver of liability and hold harmless agreement, scope and method of work to be performed by the District, and payment by the owner.

## **NTPUD SEWER ORDINANCE**

### **10.7.2 Request of Public Agency with Authorization to Request District Assistance.**

When requested by a governmental agency that has the authority to request that the District enter onto property to conduct emergency repairs to stop the flow of sewage from a private service lateral which has experienced an emergency line leak or break located on private property.

The governmental agency directing the District to enter private property and effectuate emergency repairs must agree to enter into a written agreement for performance of such repairs in a form maintained by the District which shall outline the following: that agency has said right to direct the District onto private property, the nature of the work to be performed, indemnification, waiver of liability and hold harmless agreement, scope and method of work to be performed by the District, and payment by agency for District's expenses.

## **CHAPTER 11**

### **APPEALS**

#### **11.1 GENERAL**

The many variables applicable to the provision of sewer service requires that appeals be accepted by the District. In the event a customer wishes to dispute the applicability of any section or challenge any staff decision under this Ordinance, the customer shall follow these procedures unless a specific procedure is provided.

#### **11.2 APPEALS**

Requests for an appeal shall be directed to the General Manager in writing. The General Manager shall perform such investigative work as deemed necessary and respond to the customer within fourteen (14) days. The response shall contain information obtained by the investigation and the decision of the General Manager.

11.2.1 Any person who is dissatisfied with a determination of the General Manager may, at any time within ten (10) days after such determination, appeal to the Board by giving written notice to the General Manager setting forth the determination with which the person is dissatisfied. The General Manager shall investigate and transmit to the Board a report upon the matter appealed. The Board shall cause written notice, as to the time and place fixed for hearing such appeal, to be given to all persons affected by such application at least ten (10) days prior to said appeal.

11.2.2 At the time and place ordered in the hearing, the Board shall consider the appeal. Except for appeals of corrective orders and suspension or termination of service, the appeal is an evaluative, and not an adversarial, process to determine the facts of the issue and the appropriate application of this Ordinance. The Board, appellant, and General Manager may provide any information deemed relevant to the issue and the Board's consideration. The Board's decision at the conclusion of the hearing shall be final.

#### **11.3 PAYMENT OF CHARGES PENDING APPEAL REFUNDS**

## **NTPUD SEWER ORDINANCE**

For appeals related to the amount of charges, the appellant shall pay the disputed charges. After the appeal is heard, the Board may order refunded to the person making the appeal such amount, if any, as the Board shall determine should be refunded.

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**AMENDMENTS TO SEWER ORDINANCE SINCE ADOPTION**

(Amendments Incorporated Herein)

Ordinance 394	Master Sewer Amendment in Full	November 12, 2019
Ordinance 395	Sections: 1.4.11, 3.4, 3.5, 6.2.1, 10.3	May 12, 2020
Ordinance 397	Sections: 3.2.1(f), 5.1, 5.3.3(b), 5.3.3(d) 5.3.3(e), 3.1.1(c)	April 13, 2021

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# NTPUD SEWER ORDINANCE

## CHAPTER 1

### GENERAL

#### 1.1 PURPOSE

The purpose of this Ordinance is to establish the rules, regulations, conditions of service, and rates for sewer service by the North Tahoe Public Utility District. The General Manager shall administer and enforce this Ordinance and may adopt and impose administrative rules or regulations to assist in doing so. By applying for or receiving sewer service from the District, each customer, on its own behalf and on behalf of its guests, tenants, employees and anyone else using sewer service at the property, covenants and agrees to be bound by and to comply with all regulations of the District as may be in force at the time of application and as may subsequently be adopted by the District.

#### 1.2 VARIANCES

The General Manager is authorized to consider and grant variances from the requirements of this Ordinance, including the Technical Specifications, upon application by any person and payment of applicable fees. Variances shall only be allowed under the following circumstances: (1) the granting of the variance will not significantly adversely impact the operation and maintenance of District facilities, including but not limited to economic impacts, (2) the granting of the variance will not result in adverse public health or environmental consequences, (3) there is no other practical alternative available to the applicant which does not require the granting of a variance, and (4) the applicant has proposed to utilize the highest technological methodology available in design and construction so as to avoid or minimize adverse impacts on District facilities.

#### 1.3 TECHNICAL SPECIFICATIONS

The General Manager shall adopt and amend the Technical Specifications. Any amendments to the Technical Specifications shall be incorporated by reference into this Ordinance upon their adoption.

#### 1.4 DEFINITIONS

##### 1.4.1 Accessory Dwelling Unit (ADU).

An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons, and is located on a lot with a proposed or existing primary residence, as provided in Government Code section 66313, as it may be amended. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. In the event that Placer County adopts an ordinance regulating ADUs as permitted by State Code, accessory dwelling unit shall include an ADU as defined in such ordinance.

##### 1.4.2 Junior Accessory Dwelling Unit (JADU)

## NTPUD SEWER ORDINANCE

A unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence, as provided in Government Code section 66313, as it may be amended.

### 1.4.3 Backfill.

The placement of earthen materials for the purpose of refilling any trench or excavation.

### 1.4.4 Biochemical Oxygen Demand (BOD).

The quantity of oxygen used in the biochemical oxidation of organic matter in a specified time, at a specified temperature, and under specified conditions.

### 1.4.5 Building Sewer.

The pipes within the walls of a building and extending five (5-ft.) feet outside the wall which conveys wastewater to the private service lateral. The private service lateral begins five (5-ft.) feet outside the exterior face of the building.

### 1.4.6 Cleanout.

A “wye” connection on the private service lateral, brought to grade, for the purpose of accessing the private service lateral.

### 1.4.7 California Plumbing Code (CPC).

The California Plumbing Code incorporates by adoption the Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials with necessary California amendments.

### 1.4.8 Commercial/Industrial.

Service to customers engaged in selling, warehousing, or distributing a commodity, in some business activity, or in a profession, or in some form of economic or social activity (offices, stores, clubs, schools, hotels, etc.) and for purposes that do not come directly under another classification of service

### 1.4.9 Connection Fees.

A one-time charge for customers connecting to the system or a customer increasing capacity. A cost based charge reflecting the value of system capacity based on the utility's infrastructure costs. Does not include meter installation fee, tap fee, fire service detector and/or to physically connect to the system

### 1.4.10 Cooling Water.

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The water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

### 1.4.11 District.

The North Tahoe Public Utility District, a California public utility district authorized under Public Utilities Code, § 15501 et seq.

### 1.4.12 District Board or Board.

Board of Directors of the North Tahoe Public Utility District, an elected body.

### 1.4.13 Domestic Wastewater.

Any liquid, solid, sewage or waterborne waste of the type normally resulting from flushing and washing waste products from residences and lavatories.

### 1.4.14 Equivalent Dwelling Unit

Commercial, industrial, and multi-family units are assigned varying equivalent dwelling unit (EDU) multipliers depending on the type of business, seat count, fixture count, or building size. A residential living unit is 1.0 EDU. The non-residential EDUs are determined using the District's Mixed Use Billing Account type Determination form during the plan check process or during a property inspection.

### 1.4.15 Enforcement Officer.

A District employee designated to enforce this Ordinance.

### 1.4.16 Exempt ADU.

An ADU or JADU for which the District is prohibited from requiring a new or separate utility connection, or from imposing a related connection fee or capacity charge, under Government Code section 66311.5 or any successor statute. .

### 1.4.17 Fats, Oils, and Grease (FOG).

Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All such compounds are sometimes referred to herein as "Grease."

### 1.4.18 Food Waste.

The animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods and/or produce.

### 1.4.19 Gravity Grease Interceptor.

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An approved plumbing appurtenance or appliance that is installed to intercept non-petroleum FOG, and/or solids from a wastewater discharge.

### 1.4.20 Industrial Wastewater.

Any liquid or waterborne waste from manufacturing, processing, commercial or industrial facilities, except domestic waste, boiler blowdown, and uncontaminated or noncontact cooling water, provided, however, that substantial discharge of boiler blowdown closely associated with industrial activity shall be considered industrial wastewater when such discharge has a reasonable potential to affect or interfere with the Wastewater Treatment Plant, its treatment process, or operations as determined by the District or TTSA. The term is synonymous with “nondomestic wastewater.”

### 1.4.21 Infiltration.

The quantity of groundwater that enters the sanitary sewer through joints, cracks, breaks or other defects.

### 1.4.22 Inflow.

The quantity of surface water that enters the sanitary sewer from illegal and system access connections.

### 1.4.23 Mixed Use Commercial.

A customer that has both residential and commercial uses on the property will be categorized mixed use commercial when the number of commercial equivalent dwelling units (EDUs) is greater than the number of residential EDUs, as determined under the then-current rate schedule or District administrative procedures..

### 1.4.24 Mixed Use Multi-Residential.

A customer that has both residential and commercial uses on the property will be categorized mixed use multi-residential when the number of residential equivalent dwelling units (EDUs) is greater than or equal to the number of commercial EDUs, as determined under the then-current rate schedule or District administrative procedures.

### 1.4.25 Multi-Family Residential.

Residential uses containing two or more residential units, including apartment buildings, duplexes, townhomes for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

### 1.4.26 Parcel.

A lot or other legal unit of real property as recognized by Placer County.

### 1.4.27 pH.

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A scale from 0 - 14 is used to specify how acidic or basic a water-based solution is.

### 1.4.28 Pollutant.

Substances which include, but are not limited to, the following: any dredged spoil, solid waste, incinerator residue, sewage, garbage, petroleum products or by-products, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into water, which may affect characteristics of wastewater (including, but not limited to, pH, temperature, total suspended solids (TSS), turbidity, color, BOD, toxicity or odor).

### 1.4.29 Private Service Lateral.

The part of the private sewer commencing five (5-ft.) feet outside the foundation line of the structure and extending to the property line or easement boundary

### 1.4.30 Private Sewer.

The building sewer extending through the private service lateral and terminating at the property line.

### 1.4.31 Sand-Oil Interceptor.

An approved plumbing appurtenance or appliance that is installed to intercept sand, grit and/or petroleum-based liquid waste from a wastewater discharge.

### 1.4.32 Sewage or Wastewater.

Liquid and water-carried industrial wastes from residential dwellings, commercial buildings, industrial and manufacturing facilities, or institutions, whether treated or untreated, which are contributed to the Wastewater Treatment Plant.

### 1.4.33 Sewer System.

The system is owned and operated by the District to transport wastewater from the property line to the wastewater treatment plant.

### 1.4.34 Single Family Residential.

A single family residential unit shall mean a single family dwelling that is designed for residential occupancy by one or more persons for sleeping, eating, cooking and sanitation purposes.

### 1.4.35 Slug.

Any discharge containing an unusual volume of flow or concentration of liquid, water, sewage, wastewater or pollutants.

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### **1.4.36 Tahoe-Truckee Sanitation Agency (TTSA).**

The Tahoe-Truckee Sanitation Agency, a California sanitation agency authorized by the Tahoe-Truckee Sanitation Agency Act.

### **1.4.37 Total Suspended Solids (TSS).**

The total suspended matter that either floats on the surface of or is suspended in water, sewage or other liquids and which is removable by laboratory filtering.

### **1.4.38 Temporary Discharge.**

The limited and temporary discharge of water (ground, surface, storm, or process water whether treated or not in accordance with this Ordinance) to the sewer system.

### **1.4.39 Technical Specifications.**

These rules and regulations adopted by the General Manager regarding the Sewer System.

### **1.4.40 Wastewater Treatment Plant.**

The regional treatment and disposal facilities operated by TTSA.

## **CHAPTER 2**

### **CONDITIONS OF SERVICE**

#### **2.1 USE OF PUBLIC SEWERS REQUIRED**

All developed parcels within the District shall connect to the public sewer. No septic tanks, cesspools, or other means of private and/or on-site wastewater disposal system shall be permitted.

#### **2.2 DISTRICT RESPONSIBILITY**

2.2.1 The District shall own, operate and maintain the sewer system. The District, its officers, agents, contractors or employees shall not be liable for interruption, shortage or curtailment or stoppage of service, or for any loss or damage related to sewer service or interruption of service.

2.2.2 The District, whenever it shall find it necessary or convenient for the purpose of making repairs or improvements to the sewer system or any private sewer, shall have the right to temporarily suspend sewer services, and it shall not be liable for any loss or damage occasioned by the suspension.

2.2.3 Except as it may agree to do so as set forth in this Ordinance, the District will not be responsible for the maintenance and operation of any private sewer.

#### **2.3 OWNER RESPONSIBILITY**

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2.3.1 The owner of each parcel shall be responsible for the operation and maintenance of the private sewer. The intrusion of roots and any blockage caused by roots that begins within the private sewer shall be the responsibility of the owner even if portions of the damage extend into the sewer system.

2.3.2 Cleanouts shall be maintained by the owner in a functional capacity and shall be kept free of obstructions and accessible.

2.3.3 The District shall not be responsible for blockages in any part of the private service lateral, unless the blockage is caused by a physical defect in the District's sewer system.

2.3.4 It shall be unlawful to connect roof or other drains to the private sewer, which would allow inflow to enter the sewer system. Parcels shall be developed and maintained to ensure no inflow or infiltration enters the sewer system.

### **CHAPTER 3**

#### **NEW OR MODIFIED SERVICES**

##### **3.1 DISTRICT APPROVAL OF CONNECTIONS**

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb the sewer system without first obtaining a sewer connection permit from the District and paying all applicable fees.

##### **3.2 NEW SERVICE**

###### **3.2.1 General Requirements.**

New services will be connected subject to the following conditions:

- (a) The property to be served is within the sewer service area of the District.
- (b) A District sewer main of adequate capacity, as solely determined by the District, exists in a publicly traveled right of way, or District easement abutting a principal boundary of the land to be served; or adequate mains, lift stations and other facilities, as solely determined by the District, are constructed in accordance with Section 3.2.2.
- (c) The customer shall apply for service. Applications for new service shall be in writing on forms provided by the District and signed by the owner or authorized agent. Applications shall be supported by such data as the District may require, such as a map or legal description of the property to be served, the date service is to begin and the names and billing address of the recorded owners responsible for payment. If the person making the application is not the owner of the property, permission to bill this person must be provided to the District on a form provided by the District. Applications are valid for one year from the date of submittal.

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(d) The customer shall obtain a sewer connection permit from the District and construct all necessary facilities as identified on the permit in accordance with the Technical Specifications or other applicable law. Permits are not transferable.

(e) The customer shall not have any outstanding amounts owed against the property to be served, on any District water or sewer account, subject to applicable law..

(f) Connection fees shall be collected at the time of issuing the permit for a sewer connection. Connection fees shall be charged at the rate in effect on the day of application for service from the District. Applications will be voided if connections fees are not paid within one-year of receipt of the application by the District. Payment of connection fees constitutes acceptance of a new service connection application by the District and billing will commence in accordance with Chapter 6. No connection fees will be refunded after connection. The connection fees collected for such application shall be returned to the applicant if connection is not made, upon written request and connection fee refund charge, and a new application and payment of fees will be required before service will be provided. No refund or credit will be provided for previously paid sewer service charges billed in accordance with Chapter 6.

### 3.2.2 Extension of Facilities.

If the sewer system must be extended to provide service, the applicant shall comply with this Section.

(a) Necessary Facilities. The extension facilities necessary to serve any parcel of land shall be determined solely by the District and may include oversizing subject to Subsection (e). These facilities may be designed by the District or a qualified agent of the applicant, and shall be installed in accordance with the Technical Specifications and other plans and specifications required by the District. Upon completion, inspection and acceptance of the facilities by the District, they shall be owned and operated by the District as a part of the sewer system. The applicant shall install extension facilities utilizing a competent and experienced contractor, licensed in California, and approved by the District. The District reserves the right to construct, with its own personnel or by contract, all extension facilities including but not limited to lift stations, taps of existing mains, and extensions involving complicated connections to, or interference with, the District's existing facilities.

(b) Location of Facilities. Extension facilities shall be located only on land owned by the District in fee, or in a public street or highway, or in an easement granted to the District and satisfactory to the District. The applicant will cause to be conveyed or granted to the District, without cost to the District, such lands and/or easements as the District determines to be necessary for the extension of facilities. Lands shall be conveyed to the District in simple, free and clear of liens or encumbrances, except for such encumbrances of record that may be acceptable to the District. Easements shall be granted in such form as shall be satisfactory to the District.

(c) Costs and Expenses. The applicant shall be solely responsible for all costs and expenses. The applicant shall deposit cash into escrow or an irrevocable standby Letter of Credit in favor of the District issued by a bank reasonably acceptable to the District in a sum equal to 125% of the estimated total cost of the construction of the extension facilities prior to

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commencement of construction. If, upon completion of the work, the amount paid to or deposited with the District is less than said actual costs, the difference shall be paid to the District by the applicant prior to the commencement of service. Any amount paid or deposited in excess of said actual cost will be credited toward usage or refunded upon application.

(d) Environmental Documentation. Whenever the District determines that an environmental document is necessary, the District will provide the applicant with an estimate of the cost. The applicant will deposit an amount sufficient to cover sixty (60) days' of expenses with the District. The District's actual costs, including overhead expenses and legal and consultant fees, of preparing said report, and conducting hearings as necessary will be invoiced to the applicant monthly and shall be deducted from the deposit. The applicant shall pay such invoices and/or replenish the deposit. If the applicant fails to do so, the District may suspend or cease work and/or take any action necessary to recover the amounts owed. At the conclusion of the process, any remaining deposit amounts shall be returned to the applicant without interest.

(e) Reimbursement. In the event that the District requires the installation of any extension facilities larger than those necessary to serve the parcel or extension facilities that would have been required to serve adjacent or nearby parcels upon their development, the District and applicant may enter into a reimbursement agreement outlining the terms and conditions of reimbursement to the applicant. Reimbursement agreement shall be effective for a maximum of ten (10) years. Any prorated reimbursement shall be determined by the District based on years remaining on the agreement and total parcels capable of being served. Upon termination of the ten (10) year period, any pro rata share shall become property of the District.

### 3.3 ALTERED SERVICE

Customers shall notify the District and obtain a sewer connection permit, if necessary, whenever the use changes or new additional structures are built on parcels having existing sewer service. In such instances, the District may require a new or increased connection fee for additional fixtures, different uses or other situations where connection fees would be imposed. A credit shall be provided for previously paid connection fees. Such credit shall not be limited to the actual dollar amount paid but shall be increased to reflect increases in connection fee rates. If no records exist demonstrating the amount of paid fees, the District may estimate that amount based on the current size, number of fixtures or other indicia used to calculate the then current connection fees. No refund or credit shall be provided for situations where altered service results in a lower connection fee. The District may require the private sewer or any portion of the sewer system be modified if necessary to comply with this Ordinance as a condition of approving any altered service.

### 3.4 TERMINATION/RECONNECTION OF SERVICE

, Sewer service to an existing developed property may not be terminated. If all uses on the existing developed property requiring sewer service ceases, the owner may request termination of service. The District may approve termination only after the District determines that termination and physical disconnection will not create a public health, safety, environmental, operational, or regulatory concern and the owner provides evidence of any required demolition, building, TRPA, Placer County, or other approvals. Termination of service shall include the removal and capping of the private service lateral at the sewer main. Charges for service will cease effective the first

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day of the billing period following system disconnection. Any request to reconnect to the sewer system shall be processed as a new application for service. To obtain sewer service for the same parcel in the future will require applying for a new sewer service and payment of all then current fees and charges, and there is no credit for any fees or deposits paid for the sewer service being abandoned

### **3.5 TEMPORARY DISCONNECTION OF SERVICE**

There is no temporary disconnection of services starting on January 1, 2027. The only way to avoid monthly system charges is to terminate the service in accordance with Section 3.4.

## **CHAPTER 4**

### **PRIVATE SERVICE LATERALS**

#### **4.1 CONNECTIONS TO SEWER SYSTEM**

The private sewer and any portions of the sewer system necessary to connect the parcel to a sewer main shall be constructed in accordance with the Technical Specifications and other plans and specifications required by the District. All such costs and expenses shall be the sole responsibility of the owner. The owner shall defend, indemnify and hold the District harmless from any claims, loss or damage that may directly or indirectly be occasioned by the installation of these facilities.

#### **4.2 SHARED LATERALS**

Where more than one structure or building exists on a parcel and are under common ownership, they may share a common private sewer. Structures in different ownership shall not share the same private service lateral.

#### **4.3 LAND DIVISION**

No land division resulting in structures in different ownership being served by the same private service lateral shall be allowed. Prior to the recording of any final or parcel map resulting in the creation of parcels, which if sold to different persons would result in structures in different ownerships being served by the same private service lateral, independent service to each structure shall be provided. In lieu of construction, submission and approval of private easements or other arrangements acceptable to the General Manager may be provided.

#### **4.4 COMMON USE ARRANGEMENTS**

Notwithstanding the foregoing, the District may elect to require parcels served by a homeowners' association or similar entity to receive service through a single private service lateral owned and maintained by the association or entity.

## **CHAPTER 5**

### **TESTING**

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### 5.1 PURPOSE

The intent of this Chapter is to reasonably ensure the soundness of the sewer system in order to prevent inflow and infiltration and to ensure compliance for both new and existing lines. Because of the nature and physical location of existing lines, the General Manager has the authority to alter the testing methods if the methods stated in this Chapter are impractical.

### 5.2 APPLICABILITY

5.2.1 All new connections to the sewer system shall be tested in accordance with the provisions of this Chapter, to include gravity and pumped sewer services. No person shall use or introduce wastewater into the sewer system until the private service lateral has passed a test as specified in Section 5.3.1.

5.2.2 No existing private service lateral shall be allowed to remain connected to the public sewer which is incapable of passing a test as specified in Section 5.3.2. Tests shall be required under occurrence of any of the following conditions:

- (a) Remodeling of the house, building or property served to an extent of more than fifty percent (50%), as determined by the District, or
- (b) Installation of additional toilet or drainage facilities in the house, building or property served, or
- (c) Change of use of the house, building or property serviced from residential to business or commercial, or from non-restaurant commercial to restaurant commercial, or
- (d) Upon repair or replacement of all or part of the private sewer, or
- (e) Upon addition to structures of living quarters, such as guest cabins on the property served or plumbing of garages into living quarters, or
- (f) Prior to close of escrow upon sale of the house, building or property served,  
or
- (g) Upon determination of the General Manager that the cleaning and testing is required for the protection of the public health, safety and welfare.

### 5.3 TESTING PROTOCOL

#### 5.3.1 New Connections.

All new service laterals shall be tested by either an air or water method, under the established procedures of and at the discretion of the District. The test section shall be from the wye fitting at the main to the building cleanout or from the service stub at the property line to the building cleanout, corresponding to the line installed. If a line fails, the owner shall be responsible for correction of the condition causing failure, notifying the District when such work has been completed, and for scheduling a new test.

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### 5.3.2 Existing Connections.

It shall be unlawful for any owner of a house, building, or property connected to the sewer system to maintain the building sewer in a condition where leakage is such that the tests in this Section cannot be successfully accomplished. If a cleanout has not been installed at the property line, the owner shall notify the District and the District shall install a cleanout prior to cleaning and testing. The District will install the cleanout within 14 days of being notified and between May 1 and October 1. The owner will then be able to complete the necessary cleaning and testing. .

### 5.3.3 Effect of Test.

District approval of any test does not constitute a warranty by the District of the soundness or ability of the private service lateral to accomplish its purpose or to remain in compliance with this Ordinance.

(a) The owner of any house, building, or property shall conduct all cleaning and testing required at his sole expense and shall notify the District three (3) business days prior to cleaning and testing. Operations conducted without such notice shall not satisfy the requirements of this Chapter.

(b) Existing private service laterals shall be tested by the air or water method, at the discretion of, and under inspection by, the District. In the event that a private service lateral fails, the owner shall cause corrective work and re-testing to be performed within thirty (30) days from the date of the original test.

(c) If the sewer line fails the testing, it shall be repaired or replaced in accordance with Technical Specifications and this Ordinance. Patch repairs shall not be made using cement grout, glues, epoxies, or other fillers. Damaged portions of the pipe shall be cut out and replaced.

(d) In the event that sewer cleaning, testing, repair or replacement would be required, at a time when weather conditions or excavation restrictions (October 15 until May 1) prohibit such repairs, the General Manager may defer completion of such requirement until June 15th or such earlier date as agreed upon with the owner. If the test is deferred, the Owner may post a performance bond with the District in an amount equal to one hundred twenty-five (125%) percent of the District's estimate of the cost of replacing the private service lateral. The bond shall be callable on the date when the owner should have completed testing and the funds will be released to the District.

In place of a performance bond, the owner shall escrow funds in an amount equal to one hundred twenty-five (125%) percent of the District's estimate, if the property is being sold. Funds escrowed will not be released without written notification by the District to the title company holding such funds. If the cleaning and testing is not completed by the time set by the Ordinance, the funds held in escrow shall be released to the District. These funds may be used by the District for physical disconnection, testing, repair or replacement of the private sewer. Should such costs exceed the

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amount held in escrow, the difference will be billed to the property owner of record. Such costs shall become a lien on the property.

During the period from May 1st until September 15th no funds shall be held in escrow or a performance bond posted in lieu of testing and acceptance of the sewer service lateral prior to close of escrow.

The District may, upon written notice to the property owner, discontinue or restrict sewer service to the property until such repairs are made, to the extent necessary to protect the public health. The cost of discontinuing service and restoring service will be the responsibility of the property owner. Services left unconnected for a period of one year or greater shall be subject to the connection fees in effect at the time of reconnection.

(e) Cleaning and testing requirements prior to escrow are waived if the building sewer has a passing test within a prior five (5) year period approved and on file with the District, if the building sewer has been installed and has a passing test within a prior fifteen (15) year period approved and on file with the District, or upon determination by the General Manager.

## CHAPTER 6

### BILLING

#### 6.1 GENERAL

##### 6.1.1 Sewer Service Charges.

The District shall charge customers for sewer service at the rates set forth in Attachment A-1 of this Ordinance. Such fees and charges shall be adopted by ordinance or resolution. Any new or modified fees or charges shall be incorporated by reference into this Ordinance and Attachment A-1 by reference upon their effectiveness.

##### 6.1.2 Connection Fees.

The District shall charge applicants for connecting to the sewer system at the fees set forth in Attachment A-2 of this Ordinance. Such fees shall be adopted by ordinance or resolution. Any new or modified fees shall be incorporated by reference into this Ordinance and Attachment A-2 by reference upon their effectiveness.

Notwithstanding any other provision of this Ordinance, the District shall apply connection fees, capacity charges, and monthly service charges for accessory dwelling units and junior accessory dwelling units in accordance with Government Code section 66311.5, Government Code section 66013, and any successor statutes. An accessory dwelling unit or junior accessory dwelling unit shall not be considered a new residential use for purposes of calculating connection fees or capacity charges for sewer service unless the unit is constructed with a new single-family dwelling. For any accessory dwelling unit or junior accessory dwelling unit described in Government Code section 66323(a)(1), the District shall not require a new or separate utility connection directly between the unit and the

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Sewer System or impose a related connection fee or capacity charge, except as authorized by Government Code section 66311.5. For any accessory dwelling unit for which a new or separate utility connection may lawfully be required, any connection fee or capacity charge shall be proportionate to the burden of the proposed accessory dwelling unit on the Sewer System, based on square footage or drainage fixture units, and shall not exceed the reasonable cost of providing service.

In addition to any exemption required by state law, the District shall waive District sewer connection fees for up to one accessory dwelling unit and one junior accessory dwelling unit per parcel, in addition to an existing primary dwelling, where the unit is subject to a recorded deed restriction, in a form acceptable to the District, requiring occupancy by households meeting applicable affordable, moderate, or achievable-income requirements under TRPA requirements or other District-approved affordability requirements. Unless expressly waived by the Board or the then-current rate schedule, this waiver does not apply to monthly service charges, inspection fees, reimbursement obligations, construction costs, or other non-connection fees or charges, which shall be billed as provided in this Ordinance, Attachment A-3, and the then-current rate schedule

### 6.1.3 Other Fees and Charges.

Subject to any provisions set forth in this Ordinance or applicable law, the District shall charge applicants, customers or other persons for other services at the rates set forth in Attachment A-3 of this Ordinance. Such fees or charges shall be adopted by ordinance or resolution. Any new or modified fees or charges shall be incorporated by reference into this Ordinance and Attachment A-3 by reference upon their effectiveness.

## 6.2 BILLING FOR SEWER SERVICE CHARGES

### 6.2.1 Bills.

Sewer service charges shall begin on the first day of the billing period following the completion of the pressure test required under Section 5.3.1, or the installation of the water meter if a current water customer, or within two years after the permit fees are paid, whichever comes first. Unless the rate schedule provides otherwise, sewer service is billed in arrears. Bills will be mailed or sent electronically at the beginning of each billing period to the address furnished to the District. The customer shall be responsible for keeping the District advised of the address to which bills are to be mailed. Non-receipt of a bill shall not relieve a customer of any payment obligation to the District.

### 6.2.2 Payment.

Bills shall be due and payable upon presentation. Payment shall be made to the District office. Bills shall become past due in thirty (30) days, and delinquent in sixty (60) days from the billing date, and may become a lien on the property (60) days after the billing date.

### 6.2.3 Delinquent Bills.

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In the event of delinquency in the payment of any rates, or charges, or installation charges thereof, or interest thereon, penalty and interest shall be imposed as set forth in Attachment A-3 of this Ordinance.

### **6.2.4 Credits and Adjustments.**

The General Manager may adjust billings upon changes of use or after dispute of a charge. Errors or mistakes in bills for service charges shall be corrected and retroactively adjusted for the prior six months.

### **6.2.5 Responsibility for Payment.**

(a) Unless otherwise provided by law, all charges for sewer service shall be billed to the owner of the property making application for service. Upon written request of the owner, and approval by the District, charges for sewer service shall be billed to the person occupying the property provided, however, that in the event of delinquency, such charges shall be billed to the property owner and remain with the property. In such case, the owner shall be deemed the person receiving service under Public Utilities Code section 16472.1 and should charges remain delinquent, the District shall place a lien on the property.

(b) Should the property be sold and a delinquent bill exists on said property, the District will transfer those charges to any other open account under the name of the previous owner afforded such service. Should the property be sold and no other account is available to accommodate the transfer, the District may utilize whichever collection methods it wishes to recover the fees from the prior owner.

(c) Charges for sewer collection and water service provided by the District shall be billed upon the same bill and collected as one item.

## **CHAPTER 7**

### **WASTE PRETREATMENT**

#### **7.1 PRETREATMENT REQUIRED**

Whenever deemed necessary by the District or the Tahoe-Truckee Sanitation Agency, the owner of any parcel shall, at his/her own expense, provide such treatment or take such other measures, as shall be required in order to reduce objectionable characteristics, contents, or rate of discharge of waters or wastes being deposited in the sewer system so that the same may be received without any damage to the sewer system or any undue interference with its operation and without any hazard of any kind to humans or animals.

#### **7.2 GENERAL REQUIREMENTS**

##### **7.2.1 Food Waste.**

No person shall discharge, deposit, throw, cause, allow or permit to be discharged, deposited, or thrown into the sewer system, any food waste, or any fruit, vegetable, animal

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or other solid material from any food-processing facility or food-preparing facility or retail grocery store. No person shall install, operate, use or maintain upon the premises of any such facility any mechanical grinder or waste grinder that is connected directly or indirectly to the sewer system.

### 7.2.2 FOG (Food Type).

Gravity grease interceptors shall be installed in all establishments which handle, prepare, cook, or serve foods or when in the opinion of the General Manager they are necessary for the handling of wastes that can affect the proper functioning of the sewer system; except that such interceptors shall not be required for dwelling units. All gravity grease interceptors shall comply with the Technical Specifications, be maintained in good working order and be supported by records of maintenance and proper operation. Records shall be provided to the District upon request. Notwithstanding the foregoing, existing uses as of December 1, 2019 with a FOG removal device may continue to operate in existing condition and shall only be required to comply with this Section 7.2 in the event of one of the following:

- (a) Changes ownership of either the underlying property or the business.
- (b) Modified to increase seating by any amount (either inside or outside).
- (c) Facility is found to be contributing FOG in unreasonable quantities as determined by the District.

### 7.2.3 Sand and Petroleum-Based Oils and Grease.

Sand-oil interceptors shall be installed prior to discharge of waste to the sewer system in all establishments where in the opinion of the General Manager, they are necessary for the handling of liquid wastes containing grease, flammable wastes, sand, oil, solids or acid or alkaline substances in quantities that can affect the proper functioning of the sewer system; except that such interceptors shall not be required for dwelling units. All sand-oil interceptors shall comply with the Technical Specifications, be maintained in good working order and be supported by records of maintenance and proper operation. Records shall be provided to the District upon request. Sand-oil interceptors shall be installed at the following facilities:

- (a) Recreational vehicle dump stations.
- (b) Vehicle wash stations.
- (c) All automotive service bays and automotive repair shops must have floor drains connected to the sewer system. All such floor drains shall have a sand-oil interceptor installed.
- (d) All other establishments where, in the opinion of the General Manager, they are necessary for the handling of liquid wastes containing grease, flammable wastes, sand, oil,

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solids or acid or alkaline substances in quantities that will affect the proper functioning of the sewer system.

### **7.3 SWIMMING POOLS**

7.3.1 All swimming or wading pools containing 2,000 gallons of water or more shall discharge and drain wastewater to the public sewer as set forth in this Section.

7.3.2 Prior to draining, written approval must be obtained from the General Manager, which will include conditions determined by the General Manager to be necessary or advisable. The General Manager reserves the right to prohibit the draining of swimming pools when, in his/her opinion, doing so would deleteriously affect the operation of the public sewer.

## **CHAPTER 8**

### **PRIVATE SERVICE LATERAL RELOCATIONS**

#### **8.1 GENERAL**

The purpose of this Chapter is to establish regulations relative to the relocation of private service laterals to connect to relocated District sewer service mains.

#### **8.2 RELOCATION OF PRIVATE SERVICE LATERAL**

When the District relocates sewer service mains with the intention of disconnecting service through the original existing service mains it shall be the responsibility of the owners of all properties which have service provided through the original existing service mains to relocate their private service laterals to accept service through the relocated service mains at their sole expense and pursuant to the relocation schedule established by the District pursuant to the provisions of this Chapter. The District shall install appropriate cleanouts and other facilities at the property line at no cost to the property owner.

#### **8.3 NOTICE AND HEARING REGARDING RELOCATION SCHEDULE**

The relocation schedule to establish the timing of installation of relocated service mains, the timing of construction of relocated private service laterals and the timing of disconnection of service through original existing service mains shall be set by the Board at a public hearing. All affected property owners shall be notified by personally mailed notice to the property owners' address in the District files at least fifteen (15) days prior to the date of the public hearing.

At the public hearing, the Board shall establish a relocation period giving the affected property owners at least two building seasons (May 1 through October 15), but ending on September 1 of the last season, to construct and have inspected new private service laterals between the use served and their property line served by the relocated service main. The relocation period shall include the season during which the relocated service main is constructed.

#### **8.4 CONTINUING NOTICE DURING RELOCATION PERIOD**

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Between May 1 and May 15 of each building season during the relocation period, the District shall review the status of construction of new private service laterals and shall give further notice of the relocation schedule to all property owners who have not at that time constructed and had inspected new private service laterals between the use served and their property line served by the relocated service main. Notice shall be given by personal mail to the property owners' address in the District files.

### **8.5 DISCONTINUANCE OF SERVICE FOR FAILURE TO RELOCATE PRIVATELY OWNED SERVICE LATERAL**

At the end of the relocation period, all services that have not had relocated private service laterals constructed and inspected between the use served and their property line served by the relocated service main shall be subject to disconnection. Disconnection shall be made only after ninety (90) days prior mailed and posted notice to the customer. In the event of disconnection, reconnection shall be made only after the construction and inspection of a new private service lateral between the use served and the property line served by the relocated service main and payment of any applicable reconnection charges, including service charges for the period during which service was disconnected. In the event that reconnection is not made within a period of one year following disconnection, service charges shall cease and reconnection shall require payment of the full connection charge applicable to connection of a new use.

### **8.6 APPEAL BASED UPON SPECIAL CIRCUMSTANCE**

Any property owner may petition the Board for an extension of the relocation period based upon special circumstances, provided that such petition shall be made at least ninety (90) days prior to the end of the relocation period. The Board may grant such an extension, and may condition such an extension upon payment of the District's estimated cost of maintaining the service main which was to be abandoned during the extension period.

## **CHAPTER 9**

### **REGULATION OF DISCHARGES**

#### **9.1 PROHIBITED DISCHARGES**

No person shall discharge or cause to be discharged into the public sewer the following:

9.1.1 Any liquid or vapor having a temperature higher than one hundred forty (140) degrees Fahrenheit.

9.1.2 Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures below 60 degrees F.

9.1.3 Any food waste from a residential unit that has not been properly shredded to a degree that all particles will be carried freely under the flow conditions normally prevailing in

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public sewers, with no particle greater than 1/2 inch in any dimension. Food waste is prohibited from a commercial property.

9.1.4 Any oil-component wastes shall not contain more than 20 mg/l of oil.

9.1.5 Any water containing synthetic detergents in excessive quantity.

9.1.6 Any water or wastes containing excessive suspended solids or excessive dissolved solids.

9.1.7 Any noxious or malodorous gas or substance capable of creating a public nuisance.

9.1.8 Any water or wastes containing acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.

9.1.9 Any water or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement.

9.1.10 Any wastewater containing cyanides in excess of two tenths of a milligrams per liter (0.2 mg/l).

9.1.11 Any water or wastes containing phenols or other taste or odor producing substances in high concentrations.

9.1.12 Any radioactive wastes or isotopes.

9.1.13 Any water or wastes having pH lower than 5 or in excess of 9.5.

9.1.14 Any wastewater flow or concentration of wastes constituting a slug.

9.1.15 Any wastewater with an excessive BOD or chemical oxygen demand.

9.1.16 Any wastewater which is prohibited (volume or substance) by the TTSA.

9.1.17 Any substance prohibited by applicable federal, state, or local law.

9.1.18 Any water or wastes which contain substances or possess characteristics or pollutants which, in the judgment of the General Manager, may have a deleterious effect upon the sewage treatment works or collection system.

9.1.19 The use of diluting waters to meet the requirement standards for discharge of waste is prohibited.

## 9.2 APPLICATION

If any water or wastes are proposed to be discharged to the public sewer, the District reserves the right to:

9.2.1 Reject the wastes, or

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9.2.2 Require pretreatment to an acceptable condition for discharge to the public sewers,  
or

9.2.3 Require control over the quantities and rates of discharge, and/or

9.2.4 Require payment to cover the added cost of handling the wastes not covered by charges under the provisions of the Ordinance.

9.2.5 Require payment of fees for temporary discharge into the sewer system.

The owner shall make written application to the District. Such application shall name the substance, its concentration, the quantity of flow, the proposed discharge point, hours of discharge and other pertinent information as is necessary to determine the possible effects of such a discharge. No such discharge shall take place until and upon issuance of a permit for temporary discharge and posting of a deposit. The deposit is equal to the fee for the entire estimated discharge if the discharge will take place in less than 90 days, or of the estimated fee for the first 90 days of the discharge if the discharge is to take place for a period of time over 90 days. The District will not provide service without proof of a valid permit issued by the TTSA.

### **9.3 TESTING**

When the District suspects the discharge of prohibited substances into the public sewer without written authorization, it may analyze samples by a certified laboratory. If substances are found in violation of this Ordinance, the owner shall immediately cease discharging and shall be subject to the penalties as outlined in this Ordinance.

## **CHAPTER 10**

### **PENALTIES AND ENFORCEMENT**

#### **10.1 GENERAL**

All persons violating this Ordinance shall be subject to penalties as set forth in this Chapter.

#### **10.2 NON-PAYMENT OF FEES OR CHARGES**

Upon non-payment by the owner of applicable fees and/or charges in accordance with the provisions of the Ordinance, such unpaid amount, including interest and penalties, shall be a lien on the parcel, and any other remedies authorized by law may be used to enforce payment.

Any person who shall continue non-payment beyond six months (6) from the time said charges were due and payable shall be subject to disconnection from the public sewer upon ten days (10) written notice.

#### **10.3 VIOLATIONS**

All persons performing work under this Ordinance shall be responsible for any and all acts of their agents or employees in connection with the work. Any person found to be in violation of

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any provision of this Ordinance shall be served by the District with written notice stating the nature of the violation and providing a reasonable time to correct the violation. The offender shall, within the period of time stated in such notice, permanently cease and correct all violation(s). Immediate correction may be required when necessary to protect the sewer system or public health and safety.

Any person who shall continue any violation beyond the limit specified in the written notice above, shall be subject to disconnection from the District's sewer system upon five (5) days written notice, and shall be liable for such additional remedies specified in Public Utilities Code section 16472.5.

Each day in which any such violation shall continue shall be deemed a separate offense.

Any person violating any of the provisions of this Ordinance shall become liable to the District for any expense, loss, or damage occasioned to the District by reason of such violation including any charges as set forth in Attachment A-3.

### 10.4 ILLEGAL CONNECTIONS OR CHANGE OF USE

Any parcel found to have made a connection or change in use without making application to the District and paying all fees and/or service charges shall be subject to paying all fees and charges from the date of the issuance of the building permit or physical connection to the public sewer, whichever is earliest.

### 10.5 ENFORCEMENT; INJUNCTIONS; ENTERING INTO PRIVATE PROPERTY

As an alternative to the other remedies set forth in this Ordinance, the District may:

10.5.1 The District may correct any violation of an ordinance of the District. Generally, the District shall not enter onto private property where the occupant or owner has a constitutionally protected expectation of privacy without an abatement warrant. However, in the event such violation results in a public health or safety hazard, the District may enter upon the property and perform such work, and expend such sums, as may be deemed necessary to abate such nuisance, and the reasonable value of the work done and the amounts so expended thereon shall be a charge to the property in violation. Such charges shall include any legal fees incurred by the District. The District shall obtain an abatement warrant as necessary prior to doing so.

10.5.2 The District may also petition the superior court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of any ordinance of the District or for the issuance of an order stopping or disconnecting a service if the charges for that service are unpaid at the time specified in the ordinance.

10.5.3 The District may enter upon the private property of any person within the jurisdiction of the District in order to investigate possible violations of an ordinance of the District. The investigation shall be made with the consent of the owner or tenant of the property or, if consent is refused, with an inspection warrant.

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### **10.6 ADMINISTRATIVE CITATIONS**

The District may issue administrative citations for violations of this Ordinance under the procedures set forth in the Water Ordinance, Government Code section 53069.4, Public Utilities Code section 16472.5, and other applicable law, as each may be amended.

### **10.7 EMERGENCY REPAIR WORK ON PRIVATE PROPERTY**

#### **10.7.1 Request of Private Property Owner.**

When requested by a private property owner, the District may perform emergency repair work to a private service lateral when the owner has experienced an emergency line leak or break on the lateral which threatens the integrity of the sewer system and for which the emergency continues. An owner requesting emergency assistance from NTPUD must agree to enter into a written agreement for performance of such repairs in a form maintained by the District which shall include the following: the nature of the work to be performed, indemnification, waiver of liability and hold harmless agreement, scope and method of work to be performed by the District, and payment by the owner.

#### **10.7.2 Request of Public Agency with Authorization to Request District Assistance.**

When requested by a governmental agency that has the authority to request that the District enter onto property to conduct emergency repairs to stop the flow of sewage from a private service lateral which has experienced an emergency line leak or break located on private property.

The governmental agency directing the District to enter private property and effectuate emergency repairs must agree to enter into a written agreement for performance of such repairs in a form maintained by the District which shall outline the following: that agency has said right to direct the District onto private property, the nature of the work to be performed, indemnification, waiver of liability and hold harmless agreement, scope and method of work to be performed by the District, and payment by agency for District's expenses.

## **CHAPTER 11**

### **APPEALS**

#### **11.1 GENERAL**

The many variables applicable to the provision of sewer service requires that appeals be accepted by the District. In the event a customer wishes to dispute the applicability of any section or challenge any staff decision under this Ordinance, the customer shall follow these procedures unless a specific procedure is provided.

#### **11.2 APPEALS**

Requests for an appeal shall be directed to the General Manager in writing. The General Manager shall perform such investigative work as deemed necessary and respond to the customer within

## **NTPUD SEWER ORDINANCE**

fourteen (14) days. The response shall contain information obtained by the investigation and the decision of the General Manager.

11.2.1 Any person who is dissatisfied with a determination of the General Manager may, at any time within ten (10) days after such determination, appeal to the Board by giving written notice to the General Manager setting forth the determination with which the person is dissatisfied. The General Manager shall investigate and transmit to the Board a report upon the matter appealed. The Board shall cause written notice, as to the time and place fixed for hearing such appeal, to be given to all persons affected by such application at least ten (10) days prior to said appeal.

11.2.2 At the time and place ordered in the hearing, the Board shall consider the appeal. Except for appeals of corrective orders and suspension or termination of service, the appeal is an evaluative, and not an adversarial, process to determine the facts of the issue and the appropriate application of this Ordinance. The Board, appellant, and General Manager may provide any information deemed relevant to the issue and the Board's consideration. The Board's decision at the conclusion of the hearing shall be final.

### **11.3 PAYMENT OF CHARGES PENDING APPEAL REFUNDS**

For appeals related to the amount of charges, the appellant shall pay the disputed charges. After the appeal is heard, the Board may order refunded to the person making the appeal such amount, if any, as the Board shall determine should be refunded.

# NTPUD SEWER ORDINANCE

## AMENDMENTS TO SEWER ORDINANCE SINCE ADOPTION

(Amendments Incorporated Herein)

Ordinance 394	Master Sewer Amendment in Full	November 12, 2019
Ordinance 395	Sections: 1.4.11, 3.4, 3.5, 6.2.1, 10.3	May 12, 2020
Ordinance 397	Sections: 3.2.1(f), 5.1, 5.3.3(b), 5.3.3(d) 5.3.3(e), 3.1.1(c)	April 13, 2021



**NORTH TAHOE  
PUBLIC UTILITY DISTRICT**

**DATE:** July 14, 2026

**ITEM:** H-1

**FROM:** Office of the General Manager

**SUBJECT:** General Manager/CEO Report

Major monthly items of note are included as agenda items or are addressed in the Department Managers' reports in this packet. Additional items are as follows:

- 1) The District, Tahoe City Public Utility District (TCPUD), and the South Tahoe Public Utility District (STPUD) continue their partnership work on legislative matters:
  - a) The partnership continues work with the office of Senator Alex Padilla (CA) to advance legislation revising the Environmental Protection Agency's Drinking Water State Revolving Fund (SRF) program to allow funding for certain projects that support both drinking water systems and wildfire suppression. Bill language, titled the Fire Smart Act of 2026, was introduced on June 17, 2026, with bi-partisan sponsorship by the following Senators:
    - Senator Alex Padilla (D-California)\*
    - Senator John Curtis (R-Utah)\*
    - Senator Tim Sheehy (R-Montana)
    - Senator Mark Kelly (D-Arizona)\*
    - Senator John Boozman (R-Arkansas)\*
    - Senator Adam Schiff (D-California)\*
    - Senator Mike Crapo (R-Idaho)
    - Senator Jeff Merkley (D-Oregon)\*

\*Indicates a member of the Senate Environment and Public Works Committee, which has jurisdiction over the Bill.

Senator Padilla's press release, in which the partnership is significantly featured, can be found here:

<https://www.padilla.senate.gov/newsroom/press-releases/padilla-curtis-and-bipartisan-group-of-4-democrats-and-4-republicans-introduce-bill-to-strengthen-rural-water-infrastructure-and-wildfire-readiness/>

The partnership continues to work to further develop a coalition of entities in support of the effort.

- b) The partnership achieved a major milestone on the United States Forest Service (USFS) Fiscal Year (FY) 2026 budget appropriation for the Tahoe Water for Fire Suppression Program (Program). Thanks to the efforts of Congressman Mark Amodei (NV), the partnership received an explicit line-item allocation, totaling \$2.125M, in the USFS budget approved in the FY 2026 Department of Interior Appropriations spending bill.

STPUD is working to finalize a grant agreement with the USFS to fund the two top ranked projects from NTPUD and STPUD. The District will receive \$766,817 to complete the Brook/Salmon/Yacht/Dip Fire Protection Water Infrastructure Project, and STPUD will receive \$1,336,933 to complete the Glenwood-Rancho Waterline Fire Protection Project, with the project completion window starting in the summer of 2027. STPUD will also receive \$21,250 to support the grant administration effort.

The partnership received word this month that the draft Department of Interior Appropriations bill for FY 2027, currently in Committee in the House of Representatives, contains \$2.125M for the Program. The partnership is working to support this appropriation as it advances through the House budgeting process.

- c) The 2026 Lake Tahoe Summit will be hosted by Senator Jacky Rosen (NV) on Wednesday, August 19, 2026, at Sand Harbor.
- d) At the state level, the partnership continues to work with its legislative advocate to ensure funding from the approved \$10-billion Climate Bond is allocated to a water infrastructure for fire suppression program. Working with Assembly Member Steve Bennett (District 38 – Ventura), the partnership supported the development of [AB 372 \(Bennett\)](#), which establishes a new water infrastructure for the fire suppression program in the State of California Office of Emergency Services (Cal OES) that will be funded via the Climate Bond.

In agreement with Assembly Member Bennett's office, AB 372 was moved to the inactive file for the 2025 legislative session. It is being considered again in 2026.

The partnership is currently focused on continued outreach and education on the importance of the bill, with particular focus on the Governor's office, as well as in support of coalition building to ensure its consideration as a statewide initiative.

While the partnership has received generally positive feedback on the intent of the bill, the feedback from the Governor's office is one of opposition to any bills creating new funding programs, given the challenges of the State's budget. As a

result, the partnership is evaluating existing wildfire-focused programs that could be modified via AB 372 or other bills to become a vehicle for water infrastructure for fire suppression.

The partnership met with staff from the California Tahoe Conservancy (CTC) to discuss adding water infrastructure for fire suppression projects to their regional priority list for funding eligibility under the Department of Conservation's Regional Forest and Fire Capacity (RFFC) program block grants. While water infrastructure for fire suppression isn't explicitly authorized under the RFFC program, the partnership believes the RFFC language is broad enough to allow eligibility. Conversations with CTC continue.

- 2) The General Manager has met with Placer County staff to begin discussions about a possible property acquisition of the old animal shelter parcel adjacent to the District's Base Facility and currently utilized as the District's Parks Maintenance Shop. District staff is awaiting formal next steps from Placer County.
- 3) Efforts with the CTC on a land exchange that would allow the District to acquire CTC's Secline Beach parcel continue. CTC and District staff are advancing administrative steps to allow an exchange to occur by the end of 2026. The CTC Board of Directors was briefed on the exchange at their June 18, 2026 meeting with a formal discussion and property tour scheduled for their September 17, 2026 meeting. CTC staff is targeting their December 10, 2026 Board of Directors meeting for possible action to authorize the exchange.
- 4) The Boys and Girls Club of North Lake Tahoe (BGCNLT) held its regularly scheduled Board meeting on July 8, 2026. The following items were topics of discussion:
  - a) Approval of the May 2026 meeting minutes
  - b) Chair Report
    - i. Meeting Agenda Overview
  - c) CEO Updates
    - i. Wine on the Water Update
    - ii. Incline Facility Update
    - iii. CFO Hiring Announcement
    - iv. 2027 Budget Discussion
    - v. Surplus Vehicle Sale Update
  - d) Finance Committee Report
    - i. Review of Club Financials
    - ii. Review and Approval of the Fiscal Year 2026/27 Budget
  - e) Board Governance Report
    - i. New Board Member Approval – Krista Sarti
    - ii. Bylaws Update Discussion

- iii. Communication Policy Update Discussion
- iv. Gift Acceptance Policy Update Discussion
- v. AI Policy Update Discussion

The next regularly scheduled BGCNLT Board meeting is August 26, 2026.

- 5) The North Tahoe Community Alliance (NTCA) Kings Beach District (KBD) Committee did not hold a meeting in July 2026.

The next regularly scheduled Kings Beach District Committee meeting is August 3, 2026.

- 6) The District was selected by the California Department of Justice (DOJ) for an audit of the administrative processes and procedures for applicant background checks. The audit objective is to assess our agency's compliance with laws and regulations governing the handling and security of criminal offender record information collected through the Live Scan Service (fingerprinting) program. The District ensured that identified compliance items were brought up to date with the DOJ's required forms, policies, and procedures of the program.

- 7) The District is recruiting for one open position:

- Utility Operations Maintenance Worker I/II – expected to be filled in the Fall of 2026

- 8) At the July 14, 2020, regular meeting, the Board of Directors adopted Resolution 2020-12, authorizing Staff to destroy certain District Records pursuant to District Policy. The records of the NTPUD authorized to be destroyed are as provided by Government Code section 60201 et seq., in accordance with the timelines set forth in the Records Retention Policy and with the approval of the General Manager without further Board action. During the July 14, 2020, meeting, the Board President requested that the General Manager notify the Board prior to the destruction. Below is a list of records that will be destroyed soon after August 1, 2025:

<b>Parks and Facilities/Event Center Department</b>	<b>Records through:</b>
North Tahoe Event Center retired marketing materials, brochures and publications	2022
North Tahoe Event Center for space rental agreements	2019
<b>Finance Department</b>	
North Tahoe Event Center Accounts Receivable Invoices and Records	2018
Accounts Payable Invoices, Check Copies & Supporting Documents	6/30/17

Payroll Timesheets, Timecards & Payroll Check Copies and Time Off Slips and paper copies of biweekly reports	6/30/17
Inventory Materials Requisitions	2021
Bank Records, Daily Sheets, Statements & Deposit Receipts	2019
General Journal Entries	6/30/21
Accounts Receivable Cash Receipts Records	6/30/17
<b>Human Resources</b>	
Recruitment & Applications	6/30/22
Employee Personnel Files	6/30/18
<b>Utility Operations Department</b>	
Utility Operations Work Orders	2021
Utility Operations Work Order Logs	2021
<b>Administration</b>	
Unsuccessful Bids/RFQ's/RFP's	2022

Submitted By:



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



**NORTH TAHOE  
PUBLIC UTILITY DISTRICT**

**DATE:** July 14, 2026

**ITEM:** H-2

**FROM:** Government and Community Affairs Manager

**SUBJECT:** Public Information and Community Outreach Report

**DISCUSSION:**

**Public Information and Community Outreach:**

- In June, our outreach to customers and communication with residents and visitors focused on – 1) continued promotion of the District’s new Summer Activity Guide and associated programs, activities, and events; 2) summer construction updates to residents and customers as needed on District projects; 3) promotion of the District’s summer seasonal job openings; and 4) outreach to customers in Kings Beach about watermain relocation deadlines and summer construction.
- Staff continues to promote the programs, activities, and special events listed in the 2026 Summer Recreation Activity Guide in coordination with Recreation & Parks Department staff.
- The District continues to advance progress on the Secline Beach Enhancement Planning & Design Project.
  - Staff is coordinating with Design Workshop and Engineering Office staff on public outreach workshops scheduled to begin mid-July.
- Staff continues to promote the District’s Public Art Project through our Call to Artists and collaborations with local arts organizations.
  - The Call to Artists was released on June 8<sup>th</sup> and is open until July 31<sup>st</sup>.
- Staff continues to support Recreation & Parks Department staff with communication and outreach planning for the North Tahoe Regional Park parking management project.
- Staff continues to coordinate with local agency partners on summer visitor and resident emergency messaging and natural disaster preparedness.
- Staff continues to assist Utility Operations with messaging and outreach support as needed for the Smart Water Meter replacement project.

## **Government Affairs:**

- Staff continues to assist the General Manager with California and Federal legislative affairs, outreach, and planning.
- Staff is still monitoring a number of bills in the California Legislature and attend committees virtually (or in-person) as necessary.
- Staff continues to assist with communications, marketing, and outreach for the District's role in the Tahoe Water for Fire Suppression Partnership.

## **Grants:**

- Staff is continuing to partner with STPUD, TCPUD and the Tahoe Fire and Fuels Team to research our water infrastructure project eligibility (as part of the Tahoe Water for Fire Suppression Partnership) for several of the 2026/2027 Cal-Fire Wildfire and Community Resilience Grant Programs.
- Staff coordinated with Placer County Tahoe Engineering Division to assist with the submission of the County's concept pre-proposal for the California Strategic Growth Council's Transformative Climate Communities and Community Resilience Center Grant Program. The pre-proposal includes 14 area projects spanning everything from transit improvements and support of our local hunger relief programs to trail construction and water system upgrades.
  - With Placer County as the lead applicant, NTPUD was one of four co-applicants on the project, included with the Sierra Community House, Boys and Girls Club of North Lake Tahoe, and the Truckee North Tahoe Transportation Management Association.
  - Information items on the County's concept pre-proposal are attached to this report.
  - NTPUD included four projects across four grant categories –
    - Transit Access and Mobility – Regional Park Access Trail Construction and Extension - \$1M
    - Water Efficiency and Resiliency – Kings Beach Drinking Water System Replacement and Community Wildfire Resilience Upgrades - \$2.2M
    - Health Equity and Well-Being – Secline Beach Recreation Access and Open Space - \$500K
    - Community Resilience Centers – North Tahoe Event Center – facility capital improvements and community resilience center services - \$9M
- Staff issued a letter of support for Placer County's Active Transportation Program (ATP) Cycle 8 Plan Application for the Kings Beach Mobility Plan (KBMP).

**North Tahoe Event Center Marketing:**

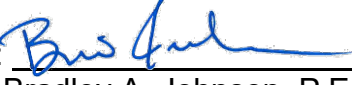
- Staff continues to support the NTEC Manager as needed with marketing and community outreach.

**Community and Regional Partner Connections:**

- Participated in the NTCA’s December First Tuesday Breakfast Club, presentation topics and videos are at - <https://firsttuesdaybreakfastclub.com>
- Staff attended the California Wildfire and Forest Resilience quarterly Task Force meeting to follow the announcement of the state’s new draft Wildfire and Landscape Resilience Action Plan (2026-2031)
- Participated in the monthly Destination Stewardship Council meetings – serving on the Recreation Infrastructure and Public Information Action Teams.

**REVIEW TRACKING:**

Submitted By:   
Justin Broglio  
Government and Community  
Affairs Manager

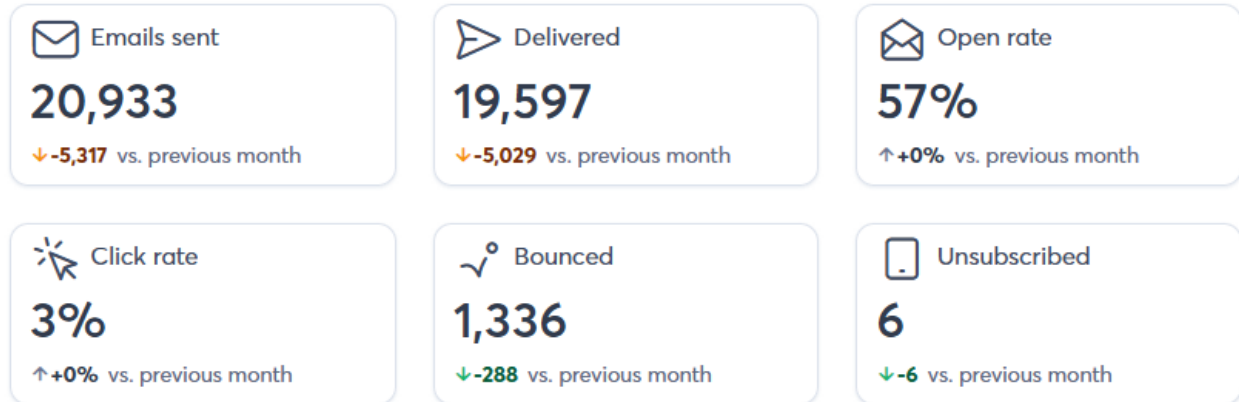
Approved By:   
Bradley A. Johnson, P.E.  
General Manager/CEO

## Email Newsletter Metrics –

- May 2026 metrics for the Recreation Newsletter and Board Meeting Notices.

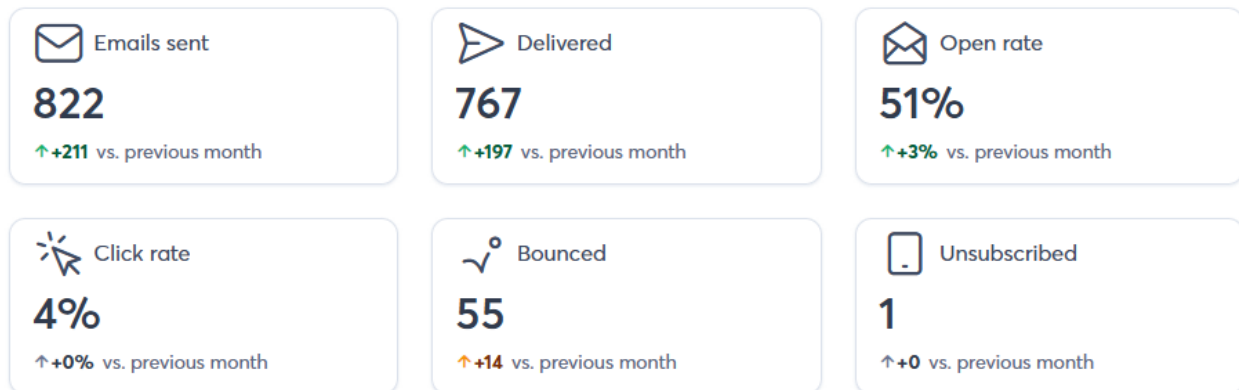
### **North Tahoe Recreation – Weekly Newsletter Updates**

- We sent out four Weekly Recreation Update newsletters.
- These emails were opened 11,132 times, with 40% of that traffic on mobile devices.



### **NTPUD Board and Commission Meeting Notices**

- The District sent our five meeting notices in May.
- These emails were opened 393 times, with 14% of that traffic on mobile devices.



## Social Media Highlights - @northtahoerecreation



**northtahoerecreation**

northtahoerecreation We loved having the @bgcni at the North Tahoe Community Garden! 🌱 Campers spent the day planting seeds, learning about plants, and creating magical garden wands. It was a fun-filled morning of hands-on learning, creativity, and exploring nature together. 🌿 ✂️

Want to join in the fun? Jr Garden Members (12 and under) are invited to our Friday Garden Activities every Friday from 9:30am-12pm throughout the summer! 🌻 🌿 Activities rotate each week and include soil testing, gnome painting, magical garden wands, seed planting, plant education, and more. Best of all, these activities are included with your membership.

1w

hollyfangleycosmetologytruckee Yes! Thanks for our tour last week 🙌

1w Reply

View insights [Boost post](#)

👍👍👍 Liked by lindsay.thayer and 31 others

June 26

Add a comment... [Post](#)



**northtahoerecreation**

northtahoerecreation 4w Thank you to all the players who joined us for our 4th Annual May Meltdown Disc Golf Tournament this past weekend! 🌲 🌿 It was great to see everyone out on the course, and we appreciate the support for this year's event.

View insights [Boost post](#)

👍 34 🗨️ 3 📌

👍👍👍 Liked by kylee\_bigelow\_tahoe and 33 others

June 4

Add a comment... 😊

## @northtahoepud



North Tahoe Public Utility District

June 25 at 1:24 PM · 🌐

...

Construction crews are continuing work this week on the watermain replacement and upsizing project on Suffolk Place.

Water shutoffs are occurring today - Thursday, June 25th - to nearby homes and connections are expected to be completed by 5pm.

Thank you for your patience as we work to complete this critical community drinking water and wildfire resilience project.



North Tahoe Public Utility District

June 2 · 🌐

...

Join our team in North Tahoe!

# WE'RE HIRING!

## SEASONAL PARKS & FACILITIES MAINTENANCE WORKER

Spend the summer outside in North Lake Tahoe! Learn new skills and work with great people as you get paid to take care of our local parks, fields, and beaches.

**Full-time (40 hours per week) \$23 to 26 per hour, DOE**

Application and position details online  
<https://ntpud.org/jobs>





North Tahoe Recreation & Parks

June 2 · 🌐

We're hiring! NTPUD has an immediate opening for a full-time, seasonal parks maintenance position.

Spend your summer working outside, learn new skills, and help take care of our beautiful parks, fields, and beaches in North Lake Tahoe!

Apply online today at -  
<https://ntpud.org/about/jobs/>

# Water & Wastewater RATE RELIEF

**NEW EXPANDED OPTIONS for income-qualified customers.**

**Tier 1**  
 \$80/month - Water & Wastewater  
 \$35/month - Wastewater Only

**Tier 2**  
 \$40/month - Water & Wastewater  
 \$17/month - Wastewater Only

Apply online at - [www.ntpud.org/raterelief](http://www.ntpud.org/raterelief)




northtahoepud Following ...

northtahoepud 4w  
 The NTPUD is proud to announce new Utility Rate Relief Program options for income-qualified customers.

Information and applications are now available online at the link in our bio.

- ✓ Tier 1 now offers -
  - \$80 monthly credit for Water & Wastewater Service
  - \$35 monthly credit for Wastewater Service Only
- ✓ Tier 2 now offers -
  - \$40 monthly credit for Water & Wastewater Service
  - \$17 monthly credit for Wastewater Service Only

The program is available to residential wastewater accounts, as well as single-

June 4

Add a comment...

# Aqua y Aguas Residuales ALIVIO DE TARIFAS

**OPCIONES AMPLIADAS para clientes que califican según sus ingresos.**

**Nivel 1**  
 \$80/mes - Agua y aguas residuales  
 \$35/mes - Solo aguas residuales

**Nivel 2**  
 \$40/mes - Agua y aguas residuales  
 \$17/mes - Solo aguas residuales

Solicite en línea en: [www.ntpud.org](http://www.ntpud.org)




northtahoepud Following ...

northtahoepud 4w  
 The NTPUD is proud to announce new Utility Rate Relief Program options for income-qualified customers.

Information and applications are now available online at the link in our bio.

- ✓ Tier 1 now offers -
  - \$80 monthly credit for Water & Wastewater Service
  - \$35 monthly credit for Wastewater Service Only
- ✓ Tier 2 now offers -
  - \$40 monthly credit for Water & Wastewater Service
  - \$17 monthly credit for Wastewater Service Only

The program is available to residential wastewater accounts, as well as single-

June 4

Add a comment...

# KINGS BEACH PROSPERA

*A Transformative Climate & Community Resilience Initiative for Kings Beach, California*

**Transformative Climate Communities  
Round 6 Implementation Grant**

**Community Resilience Center  
Round 2 Implementation Grant**

## PROJECT SUMMARY:

The Kings Beach Prospera project proposes a suite of transformative climate resilience and community investments in Kings Beach, California.

The project portfolio spans multimodal transportation infrastructure, active transportation improvements, clean mobility, transit expansion, water system modernization and community wildfire resilience, public recreation access, workforce housing advocacy, and youth services — all designed to reduce greenhouse gas emissions, improve public health, expand economic opportunity, and build long-term community resilience in one of North Lake Tahoe's most underserved unincorporated communities.

## THE COMMUNITY:

Kings Beach is home to ~4,000 residents, with an estimated 40–50% Latino population, high rates of housing cost burden, limited English proficiency, and incomes well below the regional average. Residents face seasonal employment instability, displacement pressure, and growing climate risks including wildfire smoke, extreme heat, and drought.

## PROJECT PARTNERS:

Lead Applicant	Placer County	Local Government
Co-Applicant #1	North Tahoe Public Utility District (NTPUD)	Special District
Co-Applicant #2	Truckee North Tahoe Transportation Management Association (TNTTMA)	Non-Profit
Co-Applicant #3	Boys and Girls Club of North Lake Tahoe	Non-Profit
Co-Applicant #4	Sierra Community House	Non-Profit

## PROPOSED PROJECT PORTFOLIO:

<b>STRATEGY 3.1 – TRANSIT ACCESS AND MOBILITY</b>	<b>\$13M</b>
<b>Placer County and North Tahoe Public Utility District</b>	
• Western Approach – Traffic calming/roundabout	\$10M
• State Route 28 pedestrian facilities	\$750K
• Speckled Ave. pedestrian facilities	\$500K
• Brockway Vista Boardwalk and Pedestrian Facilities	\$500K
• Kings Beach Bicycle Mobility Hub and Bikeshare	\$250K
• Regional Park Access Trail Construction and Extension	\$1M

<b>STRATEGY 3.2 – TRANSIT ACCESS AND MOBILITY</b>	<b>\$1.3M</b>
<b>TNT/TMA</b>	
• TART Bus Service: 30-min Route Frequency Increase	\$950K
• TART Connect: Dedicated On-demand Transit	\$350K

<b>STRATEGY 5 – WATER EFFICIENCY AND RESILIENCY</b>	<b>\$2.2M</b>
<b>North Tahoe Public Utility District</b>	
• Kings Beach Drinking Water System Replacement and Community Wildfire Resilience Upgrades	\$2.2M

<b>STRATEGY 8 – HEALTH EQUITY and WELL-BEING</b>	<b>\$1.5M</b>
<b>Boys and Girls Club of North Lake Tahoe</b>	
<b>Sierra Community House</b>	
<b>North Tahoe Public Utility District</b>	
• Strengthening Childcare & Youth Development	\$500K
• North Lake Tahoe Hunger Relief Programs	\$500K
• Secline Beach Recreation Access and Open Space	\$500K

<b>STRATEGY 10 – COMMUNITY MICROGRIDS</b>	<b>\$500k</b>
<b>Placer County</b>	
• Kings Beach Community EV Charging Stations	\$500K

<b>STRATEGY 12 – COMMUNITY RESILIENCE CENTERS</b>	<b>\$9M</b>
<b>North Tahoe Public Utility District</b>	
• North Tahoe Event Center – Facility capital improvements and community resilience services	\$9M

**TOTAL FUNDING REQUEST: \$27.5M**

**Primary Contact:** Andy Deinken, Placer County Public Works — [adeinken@placer.ca.gov](mailto:adeinken@placer.ca.gov) — (530) 581-6235

**Grant/Project Support:** Melissa Lindamen, Placer County Public Works — [mlindaman@placer.ca.gov](mailto:mlindaman@placer.ca.gov) — (530) 581-6235

**Grant/Project Support:** Justin Broglio, NTPUD — [jbroglio@ntpud.org](mailto:jbroglio@ntpud.org) — (530) 414-840



## What is the Community Resilience Centers (CRC) Program?

### The CRC Program:

- Funds the planning, construction, and retrofit of community resilience centers across California’s diverse communities.
- Advances communities’ capacity to plan for long-term resilience and acute emergencies.
- Encourages meaningful engagement, cross-sectoral collaboration, community-based partnerships, and shared governance and decision-making models.
- Mitigates the public health impacts of extreme heat and other emergency situations exacerbated by climate change.
- Prioritizes projects located in and benefiting under-resourced, rural, unincorporated, and Tribal communities across geographically diverse regions in the state of California.

*From extreme heat to wildfires, recent climate events and public health emergencies impact every part of California. The best available projections anticipate that these climate impacts will intensify. In the face of these challenges, strengthening resilience requires investments in both physical and social infrastructure. In addition to climate resilience activities, community resilience builds ongoing social cohesion, trust, and networks.*

### What activities does the CRC Program Fund?

The CRC Program funds Planning and Implementation Grants to advance neighborhood resilience centers that provide shelter and resources during climate emergencies. It also supports year-round community services and programming.

### How much funding is available?

Approximately \$55 million is available for Round 2. The funding is from the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, commonly known as the “Climate Bond” (Proposition 4).

## Who is eligible to apply?

In Round 2, Lead Applicants must be a public or local agency, nonprofit organization, special district, joint powers authority, Tribe, public utility, local publicly owned utility, or mutual water company.

## Priority Communities

All communities are eligible for CRC Program funds. However, in alignment with the Climate Bond's funding goals, Round 2 of the CRC Program will prioritize investments in the communities most burdened by environmental, socioeconomic, and health inequities. Priority communities include under-resourced (low-income, disadvantaged, and severely disadvantaged) communities, Tribes, rural communities, and unincorporated communities.

## How do you apply?

- **April 29, 2026:** [Final Round 2 Program Guidelines](#) released
  - Eligible applicants can complete a [Technical Assistance Request Form](#)
- **May 29, 2026:** Notice of Funding Availability (NOFA) released
- **July 2, 2026:** Applications open via the online platform Submittable
- **Summer 2026:** Application Period
  - Complete application for appropriate grant type by due date stated in NOFA
  - Applications due via Submittable
- **Fall and Winter 2026-27:** Application review
  - SGC will notify applicants who are deemed ineligible or fail threshold review
  - Notified applicants with incomplete applications will have up to three days to submit missing documentation
  - Final applications and requested materials due via Submittable
  - Top-scoring Implementation Grant applicants invited for an interview
- **Spring 2027:** Awards

## For more information

Visit <https://sgc.ca.gov/grant-programs/crc/>. Sign up for our [email list](#) or email [crc@sgc.ca.gov](mailto:crc@sgc.ca.gov).



# Transformative Climate Communities

Community-led climate solutions for equitable transformation



The Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose the strategies and projects best suited to achieve their community vision and enact transformational change. All with data-driven milestones and measurable outcomes.

Since 2018, the California Strategic Growth Council (SGC) has awarded over \$424 million in TCC grants to 37 of the most disadvantaged communities in California through a competitive process. TCC is funded through the State General Fund and cap-and-trade dollars at work through California Climate Investments.

-  **\$424 Million** Total Awarded
-  **37** Disadvantaged Communities
-  **177** Unique Projects
-  **283** Diverse Partnerships
-  **298,254** of CO<sup>2</sup> Equivalent Avoided
-  **Over \$827M** in Additional Leverage Funding



## WHAT DOES TCC FUND?

---

TCC's unique, place-based strategy for reducing greenhouse gas emissions is designed to catalyze collective impact through a combination of community-driven climate projects in a single neighborhood. Projects must reduce greenhouse gas emissions significantly over time, leverage additional funding sources, and provide health, environmental and economic benefits to the community.

### Project examples include, but are not limited to:

- » Affordable and sustainable housing developments
- » Transit stations and facilities
- » Electric bicycle and car share programs
- » Solar installation and energy efficiency
- » Water-energy efficiency installations
- » Urban greening and green infrastructure
- » Bicycle and pedestrian facilities
- » Recycling and waste management
- » Health equity and well-being projects
- » Brownfields redevelopment
- » Community microgrids
- » Indoor air pollution reduction

## WHO IS ELIGIBLE TO APPLY?

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A diverse range of community, business and local government stakeholders must form a Collaborative Stakeholder Structure to develop a shared vision of transformation for their community. This may include:

- » Community-based organizations
- » Local governments
- » Nonprofit organizations
- » Philanthropic organizations and foundations
- » Faith-based organizations
- » Coalitions or associations of nonprofits
- » Community development finance institutions
- » Community development corporations
- » Joint powers authorities
- » California Native American tribes

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### Contact

[tcc@sgc.ca.gov](mailto:tcc@sgc.ca.gov)

[sgc.ca.gov/programs/tcc/](https://sgc.ca.gov/programs/tcc/)

## HOW ARE OUTCOMES TRACKED AND MONITORED?

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An evaluation team will monitor and report project greenhouse gas emissions reductions for awarded applicants using a quantification methodology certified by the California Air Resources Board. The evaluation team also will work with grantees to track co-benefit indicators based on the program's health, environmental, and economic goals.

## 37 AWARDED COMMUNITIES

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- » Southwest Fresno
- » Ontario
- » Watts
- » West Oakland
- » Southeast Los Angeles County
- » East Los Angeles
- » Moreno Valley
- » East Oakland
- » South Sacramento
- » South Stockton
- » Sacramento River District
- » Northeast San Fernando Valley
- » McFarland
- » Indio
- » South Los Angeles
- » Tulare County
- » East Riverside
- » Pomona
- » Porterville
- » Richmond
- » Spring Valley
- » Karuk Tribe
- » Pájaro Valley and Watsonville
- » Chicken Ranch Rancheria and Jamestown
- » Allensworth
- » Hoopa Valley Tribal Reservation
- » Wiyot Tribe
- » Southeast Bakersfield
- » Coachella
- » San Diego - Barrio Logan
- » Eastern Coachella Valley
- » North Santa Barbara County
- » ... and more

Updated December 2023



## NORTH TAHOE PUBLIC UTILITY DISTRICT

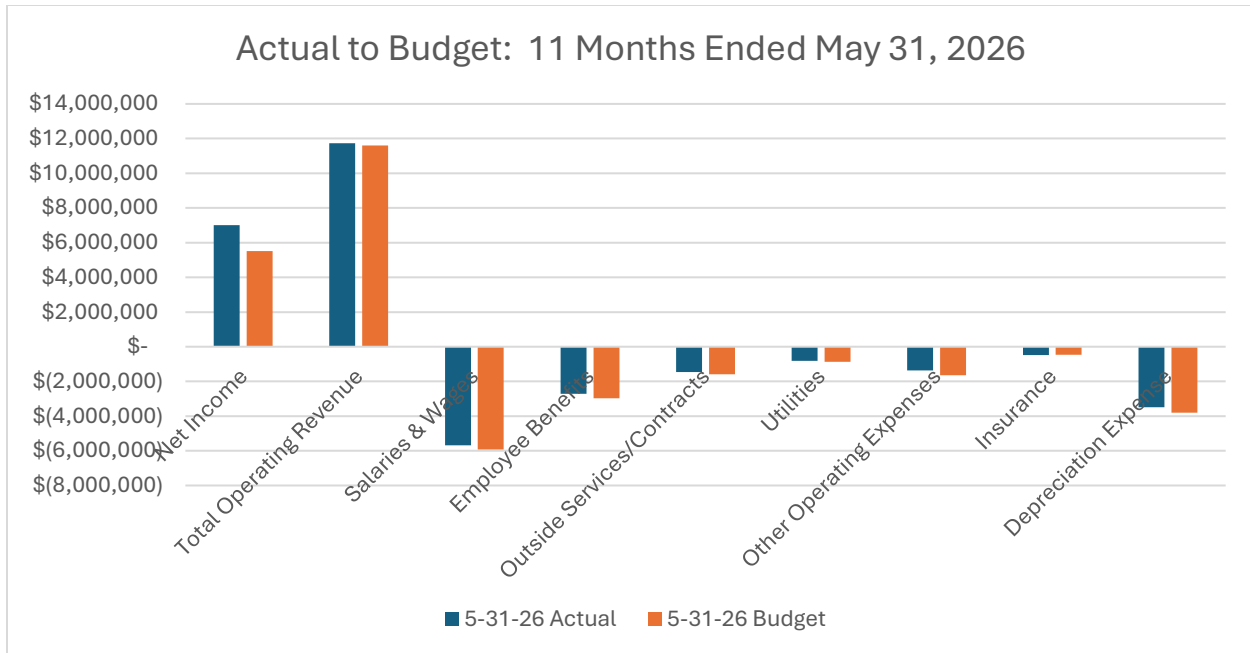
**DATE:** July 14, 2026 **ITEM:** H-3a  
**FROM:** Finance Department  
**SUBJECT:** Draft Financial Reports through May 31, 2026

### **All Funds Consolidated**

For the eleven months ending May 31, 2026, the District reported consolidated net income of \$7,013,695, which is \$1,503,100 favorable compared to the budgeted net income of \$5,510,595. Performance continues to track similarly to prior months. This positive overall variance is primarily attributable to three things:

1. The District accounted for the \$422,500 payment from CalTrans related to the SEP (Supplemental Environmental Plan). Notably, this will be reflected as a stand-alone item on our audited financial statements as a capital contribution.
2. Consistent with the trends of the fiscal year the operating revenues continue to be slightly more than budget while significant savings across multiple operating expense categories are being experienced.
3. Depreciation related to completed (or nearly completed projects) is running behind budget even after the depreciation “catch up” that we made while we worked on improved ways to capture the depreciation into more focused categories. Relatedly, we are completing a thorough analysis of our fixed asset register listing to determine if individual items dating back decades are no longer in service or have been impaired with new acquisitions. At this stage, we anticipate identifying situations that may result in right downs with impact to the variance.

Collectively, the favorable variances more than offset a \$424,568 (or 11.6%) shortfall in Grant Revenue. As reported in previous reports to the Board the grant revenue is currently expected to be more than \$400,000 under budget due to a number of factors including significant construction activity in June of FYE 2025 which was budgeted for FYE 2026. Grants are lower than budgeted in both the Water Fund and Recreation and Park Fund and each is expected to finish lower than the budget.



During late May, the District received its second installment on the FY 25/26 of property taxes which strongly indicate that the total property taxes received will be more than \$400,000 better than the FY 25/26 budget. This anticipated variance will be generated as part of the year end procedures.

### Major Line-Item Summary

- **Line 4 – Total Operating Revenue**

Actual: \$11,725,964  
 Budget: \$11,598,540  
 Variance: \$127,424 favorable

Strong performance in Recreation & Parks and the Event Center continues to offset subtle revenue variances in the Wastewater and Water Funds.

- **Line 6 – Salaries and Wages**

Actual: \$(5,684,119)  
 Budget: \$(5,923,136)  
 Variance: \$239,017 favorable

Vacancies and hiring lags continue to drive personnel savings across nearly all funds. These savings are consistent with those previously reported, including the timing lag related to key positions—particularly in G&A and the Event Center.

- **Line 7 – Employee Benefits**

Actual: \$(2,719,815)

Budget: \$(2,981,177)  
Variance: \$261,362 favorable

Employee benefit savings remain aligned with vacancy-driven savings noted above. As described in previous months, benefit costs were front-loaded earlier in the fiscal year, and year-end savings over \$230,000 remain forecast due to idle positions and lower workers' compensation costs.

- **Line 8 – Outside Services / Contractual**

Actual: \$(1,468,122)  
Budget: \$(1,588,301)  
Variance: \$120,179 favorable

The G&A Fund continues to lead the favorable variance which more than offsets the relatively minor negative variances in Wastewater, Recreation and Parks, and Fleet Funds.

- **Line 9 – Utilities**

Actual: \$(808,357)  
Budget: \$(876,534)  
Variance: \$68,177 favorable

Utility savings remain consistent across all funds. The double-digit rate increase that has been expected before the end of the fiscal year is expected to be received in for June services.

- **Line 10 – Other Operating Expenses**

Actual: \$(1,364,310)  
Budget: \$(1,646,855)  
Variance: \$282,545 favorable

Savings are again primarily linked to delayed start dates for projects and administrative items. The Fleet & Equipment Fund and Wastewater Fund continue to deliver the strongest favorability in this category, consistent with trends described in prior months.

- **Line 11 – Insurance**

Actual: \$(475,176)  
Budget: \$(471,067)  
Variance: \$(4,109) unfavorable

Insurance has continued its higher than budget trend. As described in March, premiums increased due to higher asset replacement values and traditional premium increases during the March renewals.

- **Line 14 – Depreciation**

Actual: \$(3,485,846)

Budget: \$(3,808,665)

Variance: \$322,819 favorable

As mentioned previously, this variance results primarily from the timing of construction projects completing later than budgeted.

### **Wastewater Fund**

For the year-to-date through May 31, 2026, the Wastewater Fund reported a net loss of \$(416,834), which is \$318,492 favorable compared to the budgeted loss of \$(735,326). The Wastewater Fund continued to experience operating revenues below budget, slightly increasing relative to March. Most operating expenses stayed favorable; however, Outside Services continued their relatively small unfavorable variance.

- **Total Operating Revenue (Line 4)** was \$5,074,924, which is \$95,041 below budget. As previously reported earlier in the year, the service revenue is expected to come in below budget as are the connection fees.
- **Salaries and Wages (Line 6)** were \$(1,194,886), which is \$29,845 better than budget.
- **Employee Benefits (Line 7)** were \$(578,663), which is \$94,261 better than budget.
- **Outside Services (Line 8)** were \$(176,069), which is \$8,374 over budget. The slightly higher costs are driven by contractual technical needs related to third-party reporting requirements.
- **Utilities (Line 9)** were \$(221,561), which is \$21,001 better than budget.
- **Other Operating Expenses (Line 10)** were \$(167,323), which is \$69,232 better than budget.
- **Insurance (Line 11)** was \$(101,381), which is \$1,337 better than budget.
- **Depreciation (Line 14)** was \$(1,131,313), which is \$40,110 better than budget.

### **Water Fund**

For the year-to-date through May 31, 2026, the Water Fund reported net income of \$3,013,862, which is \$509,799 favorable compared to the budgeted income of \$2,504,063. The Water Fund again produced results exceeding budget expectations. Operating revenues transitioned to slightly above plan, but all major expense categories continued to run favorable.

- **Total Operating Revenue (Line 4)** was \$5,123,754, which is \$3,300 better than budget. Water connection fees (including meter install fees) are above budget and will finish the year ahead of budget. This will offset the anticipated shortfall in the consumption portion of revenue.
- **Salaries and Wages (Line 6)** were \$(1,034,496), which is \$20,520 better than budget.
- **Employee Benefits (Line 7)** were \$(496,777), which is \$73,662 better than budget.
- **Outside Services (Line 8)** were \$(236,541), which is \$49,894 better than budget.
- **Utilities (Line 9)** were \$(331,834), which is \$31,718 better than budget.
- **Other Operating Expenses (Line 10)** were \$(371,087), which is \$51,628 better than budget.
- **Insurance (Line 11)** was \$(101,381), which is \$1,337 better than budget.
- **Depreciation (Line 14)** was \$(1,206,588), which is \$288,888 better than budget.

#### **Recreation & Parks Fund**

For the year-to-date through May 31, 2026, the Recreation & Parks Fund reported net income of \$2,609,661, which is \$713,062 favorable compared to the budgeted income of \$1,896,599. Revenues continued to outperform budget expectations in May, improving upon the already strong April results. Major operating expenses remained favorable; however, Outside Services continued to run over budget.

- **Total Operating Revenue (Line 4)** was \$1,486,550, which is \$211,428 better than budget. The strong performance is anchored by robust sledding area parking fees and Event Center activity.
- **Salaries and Wages (Line 6)** were \$(1,076,429), which is \$36,869 better than budget.
- **Employee Benefits (Line 7)** were \$(492,405), which is \$73,767 better than budget.
- **Outside Services (Line 8)** were \$(298,135), which is \$1,600 over budget. Notably, the variance has decreased primarily because specific events were budgeted but not yet performed.
- **Utilities (Line 9)** were \$(125,459), which is \$1,913 over budget. Overall utilities for Recs and Park are trending higher overall due primarily to the trash and

natural gas usage at Event Center being higher than budget which consumed all of the electricity savings.

- **Other Operating Expenses (Line 10)** were \$(183,994), which is \$13,695 better than budget.
- **Insurance (Line 11)** was \$(105,648), which is \$2,930 over budget.
- **Depreciation (Line 14)** was \$(856,152), which is \$4,190 better than budget.

### **Event Center Fund**

For the year-to-date through May 31, 2026, the Event Center Fund reported a net loss of \$(181,276), which is \$137,005 favorable compared to the budgeted loss of \$(318,281). The Event Center delivered another month of strong performance. Net loss continued to improve relative to expectations. Salaries and benefits remained favorable, but Outside Services continued its unfavorable trend with an increasing variance over prior month.

- **Total Operating Revenue (Line 4)** was \$553,918, which is \$104,253 better than budget. Consistent with trends all year, the forward booking pipelines for weddings remain exceptionally strong at approximately \$662,000 compared to prior year of approximately \$479,000.
- **Salaries and Wages (Line 6)** were \$(320,996), which is \$29,091 better than budget.
- **Employee Benefits (Line 7)** were \$(153,503), which is \$34,744 better than budget.
- **Outside Services (Line 8)** were \$(64,077), which is \$31,512 over budget which as previously shared is related to upgraded linen options for weddings and is offset by the incremental increases in revenue.
- **Utilities (Line 9)** were \$(70,580), which is \$1,450 better than budget due to about 10% savings in electricity offset by increases (compared to budget) for Dumpster and Natural Gas charges.
- **Other Operating Expenses (Line 10)** were \$(103,278), which is \$797 over budget.
- **Insurance (Line 11)** was \$0, which is in line with budget.
- **Depreciation (Line 14)** was \$0, which is in line with budget.

## **Fleet & Equipment Fund**

For the year-to-date through May 31, 2026, the Fleet & Equipment Fund reported net income of \$168,626, which is \$77,350 favorable compared to the budgeted income of \$91,276. The Fleet and Equipment Fund maintained favorable net income results, driven primarily by continued savings in other operating expenses offset by increase in outside services created from two different vehicle incidents.

- **Total Operating Revenue (Line 4)** was \$0, which is in line with budget.
- **Salaries and Wages (Line 6)** were \$(150,004), which is \$996 better than budget.
- **Employee Benefits (Line 7)** were \$(79,494), which is \$12,299 better than budget.
- **Outside Services (Line 8)** were \$(31,813), which is \$16,908 over budget. This variance is related to repairs for two different vehicle incidents, and several other repairs and maintenance items including a transmission replacement.
- **Utilities (Line 9)** were \$(8,322), which is \$1,128 better than budget.
- **Other Operating Expenses (Line 10)** were \$(147,101), which is \$86,899 better than budget.
- **Insurance (Line 11)** was \$(56,081), which is \$4,437 over budget.
- **Depreciation (Line 14)** was \$(230,865), which is \$2,736 over budget.

## **General & Administrative Fund**

For the year-to-date through May 31, 2026, the General & Administrative Fund reported net income of \$1,638,378, which is \$(115,606) unfavorable compared to the budgeted income of \$1,753,984. The General and Administrative Fund saw a continuation of favorable variances in most operating expense categories. Revenues remained slightly above budget. However, the unfavorable variance in net income increased marginally as cost-allocation timing issues persisted.


- **Total Operating Revenue (Line 4)** was \$40,736, which is \$7,736 better than budget.
- **Salaries and Wages (Line 6)** were \$(2,228,304), which is \$150,787 better than budget.
- **Employee Benefits (Line 7)** were \$(1,072,477), which is \$7,373 better than budget.

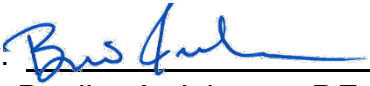
- **Outside Services (Line 8)** were \$(725,565), which is \$97,166 better than budget.
- **Utilities (Line 9)** were \$(121,181), which is \$16,243 better than budget.
- **Other Operating Expenses (Line 10)** were \$(494,805), which is \$61,091 better than budget.
- **Insurance (Line 11)** was \$(110,685), which is \$583 better than budget.
- **Depreciation (Line 14)** was \$(60,928), which is \$7,633 over budget slightly due primarily to the timing of completed projects..

**ATTACHMENTS:**

Financial Report for May 31, 2026

**REVIEW TRACKING:**

Submitted By:   
\_\_\_\_\_  
Patrick Grimes  
Chief Financial Officer

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



**Statement of Revenues and Expenses  
For the Period Ended May 31, 2026**

Income Statement	Month-To-Date				Year-To-Date				FY 2025
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	YTD
<b>1 Operations</b>									
2 Operating Revenue	\$ 1,047,567	\$ 1,024,912	\$ 22,655	2.2%	\$ 11,550,486	\$ 11,405,032	\$ 145,454	1.3%	\$ 10,630,615
3 Internal Revenue	16,916	27,328	(10,412)	-38.1%	175,478	193,508	(18,030)	-9.3%	178,448
<b>4 Total Operating Revenue</b>	<b>\$ 1,064,483</b>	<b>\$ 1,052,240</b>	<b>\$ 12,243</b>	<b>1.2%</b>	<b>\$ 11,725,964</b>	<b>\$ 11,598,540</b>	<b>\$ 127,424</b>	<b>1.1%</b>	<b>\$ 10,809,063</b>
5									
6 Salaries and Wages	\$ (523,353)	\$ (513,281)	\$ (10,072)	-2.0%	\$ (5,684,119)	\$ (5,923,136)	\$ 239,017	4.0%	\$ (5,480,695)
7 Employee Benefits	(256,886)	(271,219)	14,333	5.3%	(2,719,815)	(2,981,177)	261,362	8.8%	(2,597,344)
8 Outside Services/Contractual	(137,865)	(142,402)	4,537	3.2%	(1,468,122)	(1,588,301)	120,179	7.6%	(1,247,438)
9 Utilities	(70,389)	(75,962)	5,573	7.3%	(808,357)	(876,534)	68,177	7.8%	(801,127)
10 Other Operating Expenses	(137,733)	(136,954)	(779)	-0.6%	(1,364,310)	(1,646,855)	282,545	17.2%	(1,382,000)
11 Insurance	(52,789)	(50,297)	(2,492)	-5.0%	(475,176)	(471,067)	(4,109)	-0.9%	(411,996)
12 Internal Expense	(16,916)	(27,328)	10,412	38.1%	(175,478)	(193,508)	18,030	9.3%	(176,420)
13 Debt Service	-	-	-	0.0%	(5,744)	(5,744)	-	0.0%	(21,204)
14 Depreciation	(328,383)	(360,964)	32,581	9.0%	(3,485,846)	(3,808,665)	322,819	8.5%	(3,463,708)
<b>15 Total Operating Expense</b>	<b>\$ (1,524,314)</b>	<b>\$ (1,578,407)</b>	<b>\$ 54,093</b>	<b>3.4%</b>	<b>\$ (16,186,967)</b>	<b>\$ (17,494,987)</b>	<b>\$ 1,308,020</b>	<b>7.5%</b>	<b>\$ (15,581,932)</b>
16									
<b>17 Operating Income(Loss)</b>	<b>\$ (459,831)</b>	<b>\$ (526,167)</b>	<b>\$ 66,336</b>	<b>12.6%</b>	<b>\$ (4,461,003)</b>	<b>\$ (5,896,447)</b>	<b>\$ 1,435,444</b>	<b>24.3%</b>	<b>\$ (4,772,869)</b>
18									
<b>19 Non-Operations</b>									
20 Property Tax Revenue	\$ 625,000	\$ 625,000	\$ -	0.0%	\$ 6,875,000	\$ 6,875,000	\$ -	0.0%	\$ 6,325,000
21 Community Facilities District (CFD 94-1)	59,544	60,833	(1,289)	-2.1%	654,987	669,163	(14,176)	-2.1%	639,047
22 Grant Revenue	33,285	-	33,285	100.0%	3,250,682	3,675,250	(424,568)	-11.6%	979,793
23 Interest	33,892	10,000	23,892	238.9%	287,066	190,000	97,066	51.1%	328,282
24 Other Non-Op Revenue	8,151	8,151	-	0.0%	142,958	89,296	53,662	60.1%	187,050
25 Capital Contribution	-	-	-	0.0%	422,500	-	422,500	100.0%	-
26 Other Non-Op Expenses	(18,623)	(8,333)	(10,290)	-123.5%	(158,495)	(91,667)	(66,828)	-72.9%	(348,112)
<b>27 Income(Loss)</b>	<b>\$ 281,418</b>	<b>\$ 169,484</b>	<b>\$ 111,934</b>	<b>66.0%</b>	<b>\$ 7,013,695</b>	<b>\$ 5,510,595</b>	<b>\$ 1,503,100</b>	<b>27.3%</b>	<b>\$ 3,338,191</b>
28									
<b>29 Additional Funding Sources</b>									
30 Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
31 Transfers	-	-	-	0.0%	-	-	-	0.0%	-
<b>32 Balance</b>	<b>\$ 281,418</b>	<b>\$ 169,484</b>	<b>\$ 111,934</b>	<b>66.0%</b>	<b>\$ 7,013,695</b>	<b>\$ 5,510,595</b>	<b>\$ 1,503,100</b>	<b>27.3%</b>	<b>\$ 3,338,191</b>
Operating Income	\$ (459,831)	\$ (526,167)	\$ 66,336	12.6%	\$ (4,461,003)	\$ (5,896,447)	\$ 1,435,444	24.3%	\$ (4,772,869)
Net Income(Loss)	\$ 281,418	\$ 169,484	\$ 111,934	66.0%	\$ 7,013,695	\$ 5,510,595	\$ 1,503,100	27.3%	\$ 3,338,191
Earnings Before Interest, Depreciation & Amortization	\$ 609,801	\$ 530,448	\$ 79,353	15.0%	\$ 10,505,285	\$ 9,325,004	\$ 1,180,281	12.7%	\$ 6,823,103
Operating Ratio	143%	150%	-7%	-4.5%	138%	151%	-13%	-8.5%	144%
Operating Ratio - plus Tax & CFD	87%	91%	-4%	-4.0%	84%	91%	-7%	-8.0%	88%
Debt Service Coverage Ratio					1,221.05	959.37	26168%	69768%	157.43



**Actual Results For the Month Ended May 31, 2026**

<b>Income Statement</b>	<b>Wastewater</b>	<b>Water</b>	<b>Recreation &amp; Parks</b>	<b>Fleet &amp; Equipment</b>	<b>General &amp; Administrative</b>	<b>Total</b>
<b>1 Operations</b>						
2 Operating Revenue	\$ 458,243	\$ 446,685	\$ 139,180	\$ -	\$ 3,460	\$ 1,047,567
3 Internal Revenue	4,530	4,966	7,420	-	-	16,916
4 <b>Total Operating Revenue</b>	\$ 462,773	\$ 451,651	\$ 146,600	\$ -	\$ 3,460	\$ 1,064,484
5						
6 Salaries and Wages	\$ (110,193)	\$ (96,287)	\$ (98,920)	\$ (13,149)	\$ (204,804)	\$ (523,353)
7 Employee Benefits	(52,707)	(45,406)	(46,177)	(6,942)	(105,655)	(256,886)
8 Outside Services/Contractual	(4,812)	(21,112)	(18,673)	(10,450)	(82,817)	(137,865)
9 Utilities	(15,082)	(32,762)	(11,098)	(773)	(10,675)	(70,389)
10 Other Operating Expenses	(28,584)	(21,921)	(18,214)	(20,009)	(49,005)	(137,733)
11 Internal Expense	(6,237)	(1,278)	(5,783)	(143)	(3,476)	(16,916)
12 Debt Service	-	-	-	-	-	-
13 Insurance	(10,908)	(10,908)	(13,492)	(5,616)	(11,865)	(52,789)
14 Depreciation	(103,049)	(112,921)	(85,494)	(21,120)	(5,800)	(328,383)
15 Total Operating Expense	(331,571)	(342,595)	(297,850)	(78,201)	(474,097)	(1,524,313)
16						
17 <b>Operating Contribution</b>	\$ 131,201	\$ 109,056	\$ (151,250)	\$ (78,201)	\$ (470,637)	\$ (459,830)
18						
19 Allocation of Base	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20 Allocation of Fleet	(26,628)	(20,102)	(18,083)	64,813	-	-
21 Allocation of General & Administrative	(155,133)	(159,992)	(136,325)	-	451,450	-
22 <b>Operating Income(Loss)</b>	\$ (50,560)	\$ (71,038)	\$ (305,658)	\$ (13,388)	\$ (19,187)	\$ (459,830)
23						
24 <b>Non-Operations</b>						
25 Property Tax Revenue	\$ -	\$ 208,333	\$ 266,667	\$ 8,333	\$ 141,667	\$ 625,000
26 Community Facilities District (CFD 94-1)	-	-	59,544	-	-	59,544
27 Grant Revenue	-	20,948	12,338	-	-	33,285
28 Interest	-	-	-	-	33,892	33,892
29 Other Non-Op Revenue	-	-	-	-	8,151	8,151
30 Capital Contribution	-	-	-	-	-	-
31 Other Non-Op Expenses	(213)	(5,408)	(595)	-	(12,407)	(18,623)
32 <b>Income(Loss)</b>	\$ (50,773)	\$ 152,835	\$ 32,295	\$ (5,055)	\$ 152,116	\$ 281,420
33						
34 <b>Additional Funding Sources</b>						
35 Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36 Transfers	-	-	-	-	-	-
37 <b>Balance</b>	\$ (50,773)	\$ 152,835	\$ 32,295	\$ (5,055)	\$ 152,116	\$ 281,420
Earnings Before Interest, Depreciation & Amortization	\$ 52,276	\$ 265,757	\$ 117,789	\$ 16,065	\$ 157,916	\$ 609,802
Operating Ratio	72%	76%	203%		13702%	Median
Operating Ratio - plus Tax & CFD	72%	52%	63%	938%	327%	54%



**YTD For the Period Ended May 31, 2026**

<b>Income Statement</b>	<b>Wastewater</b>	<b>Water</b>	<b>Recreation &amp; Parks</b>	<b>Fleet &amp; Equipment</b>	<b>General &amp; Administrative</b>	<b>Total</b>
<b>1 Operations</b>						
2 Operating Revenue	\$ 5,025,095	\$ 5,067,985	\$ 1,416,670	\$ -	\$ 40,736	\$ 11,550,486
3 Internal Revenue	49,829	55,769	69,880	-	-	175,478
<b>4 Total Operating Revenue</b>	<b>\$ 5,074,924</b>	<b>\$ 5,123,754</b>	<b>\$ 1,486,550</b>	<b>\$ -</b>	<b>\$ 40,736</b>	<b>\$ 11,725,964</b>
<b>5</b>						
6 Salaries and Wages	\$ (1,194,886)	\$ (1,034,496)	\$ (1,076,429)	\$ (150,004)	\$ (2,228,304)	\$ (5,684,119)
7 Employee Benefits	(578,663)	(496,777)	(492,405)	(79,494)	(1,072,477)	(2,719,815)
8 Outside Services/Contractual	(176,069)	(236,541)	(298,135)	(31,813)	(725,565)	(1,468,122)
9 Utilities	(221,561)	(331,834)	(125,459)	(8,322)	(121,181)	(808,357)
10 Other Operating Expenses	(167,323)	(371,087)	(183,994)	(147,101)	(494,805)	(1,364,310)
11 Internal Expense	(18,460)	(14,341)	(64,742)	(1,598)	(76,337)	(175,478)
12 Debt Service	-	(5,744)	-	-	-	(5,744)
13 Insurance	(101,381)	(101,381)	(105,648)	(56,081)	(110,685)	(475,176)
14 Depreciation	(1,131,313)	(1,206,588)	(856,152)	(230,865)	(60,928)	(3,485,846)
15 Total Operating Expense	(3,589,655)	(3,798,788)	(3,202,963)	(705,277)	(4,890,283)	(16,186,966)
<b>16</b>						
<b>17 Operating Contribution</b>	<b>\$ 1,485,270</b>	<b>\$ 1,324,966</b>	<b>\$ (1,716,413)</b>	<b>\$ (705,277)</b>	<b>\$ (4,849,547)</b>	<b>\$ (4,461,001)</b>
<b>18</b>						
19 Allocation of Base	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20 Allocation of Fleet	(321,378)	(242,610)	(218,249)	782,237	-	-
21 Allocation of General & Administrative	(1,599,890)	(1,678,315)	(1,384,861)	-	4,663,066	-
<b>22 Operating Income(Loss)</b>	<b>\$ (435,999)</b>	<b>\$ (595,959)</b>	<b>\$ (3,319,522)</b>	<b>\$ 76,960</b>	<b>\$ (186,481)</b>	<b>\$ (4,461,001)</b>
<b>23</b>						
<b>24 Non-Operations</b>						
25 Property Tax Revenue	\$ -	\$ 2,291,667	\$ 2,933,333	\$ 91,667	\$ 1,558,333	\$ 6,875,000
26 Community Facilities District (CFD 94-1)	-	-	654,987	-	-	654,987
27 Grant Revenue	-	1,318,089	1,932,593	-	-	3,250,682
28 Interest	-	-	-	-	287,066	287,066
29 Other Non-Op Revenue	40,055	5,474	-	-	97,429	142,958
30 Capital Contribution	-	-	422,500	-	-	422,500
31 Other Non-Op Expenses	(20,889)	(5,408)	(14,228)	-	(117,970)	(158,495)
<b>32 Income(Loss)</b>	<b>\$ (416,833)</b>	<b>\$ 3,013,862</b>	<b>\$ 2,609,663</b>	<b>\$ 168,627</b>	<b>\$ 1,638,377</b>	<b>\$ 7,013,696</b>
<b>33</b>						
<b>34 Additional Funding Sources</b>						
35 Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36 Transfers	-	-	-	-	-	-
<b>37 Balance</b>	<b>\$ (416,833)</b>	<b>\$ 3,013,862</b>	<b>\$ 2,609,663</b>	<b>\$ 168,627</b>	<b>\$ 1,638,377</b>	<b>\$ 7,013,696</b>
Earnings Before Interest, Depreciation & Amortization	\$ 714,479	\$ 4,226,194	\$ 3,465,814	\$ 399,492	\$ 1,699,305	\$ 10,505,285
Operating Ratio	71%	74%	215%			Median
Operating Ratio - plus Tax & CFD	71%	51%	63%			54%



**Wastewater Operations**  
**Statement of Revenues and Expenses**  
**For the Period Ended May 31, 2026**

Income Statement	Month-To-Date				Year-To-Date				Prior
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	YTD
<b>1 Operations</b>									
2 Operating Revenue	\$ 458,243	\$ 463,553	\$ (5,310)	-1.1%	\$ 5,025,095	\$ 5,120,139	\$ (95,044)	-1.9%	\$ 4,590,872
3 Internal Revenue	4,530	4,530	-	0.0%	49,829	49,826	3	0.0%	44,880
4 <b>Total Operating Revenue</b>	\$ 462,773	\$ 468,083	\$ (5,310)	-1.1%	\$ 5,074,924	\$ 5,169,965	\$ (95,041)	-1.8%	\$ 4,635,752
5									
6 Salaries and Wages	\$ (110,193)	\$ (106,456)	\$ (3,737)	-3.5%	\$ (1,194,886)	\$ (1,224,731)	\$ 29,845	2.4%	\$ (1,247,354)
7 Employee Benefits	(52,707)	(59,267)	6,560	11.1%	(578,663)	(672,924)	94,261	14.0%	(638,757)
8 Outside Services/Contractual	(4,812)	(9,550)	4,738	49.6%	(176,069)	(167,695)	(8,374)	-5.0%	(126,062)
9 Utilities	(15,082)	(24,702)	9,620	38.9%	(221,561)	(242,562)	21,001	8.7%	(218,812)
10 Other Operating Expenses	(28,584)	(26,980)	(1,604)	-5.9%	(167,323)	(236,555)	69,232	29.3%	(217,404)
11 Insurance	(10,908)	(10,990)	82	0.7%	(101,381)	(102,718)	1,337	1.3%	(86,606)
12 Internal Expense	(6,237)	(4,228)	(2,009)	-47.5%	(18,460)	(16,508)	(1,952)	-11.8%	(18,416)
13 Debt Service	-	-	-	0.0%	-	-	-	0.0%	-
14 Depreciation	(103,049)	(106,493)	3,444	3.2%	(1,131,313)	(1,171,423)	40,110	3.4%	(1,139,464)
15 <b>Total Operating Expense</b>	\$ (331,572)	\$ (348,666)	\$ 17,094	4.9%	\$ (3,589,656)	\$ (3,835,116)	\$ 245,460	6.4%	\$ (3,692,875)
16									
17 <b>Operating Contribution</b>	\$ 131,201	\$ 119,417	\$ 11,784	9.9%	\$ 1,485,268	\$ 1,334,849	\$ 150,419	11.3%	\$ 942,877
18									
19 Allocation of Base	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
20 Allocation of Fleet	(26,628)	(26,628)	-	0.0%	(321,378)	(321,378)	-	0.0%	(328,532)
21 Allocation of General & Administrative	(155,133)	(156,534)	1,401	0.9%	(1,599,890)	(1,748,797)	148,907	8.5%	(1,607,028)
22 <b>Operating Income(Loss)</b>	\$ (50,560)	\$ (63,745)	\$ 13,185	20.7%	\$ (436,000)	\$ (735,326)	\$ 299,326	40.7%	\$ (992,683)
23									
24 <b>Non-Operations</b>									
25 Property Tax Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
26 Community Facilities District (CFD 94-1)	-	-	-	0.0%	-	-	-	0.0%	-
27 Grant Revenue	-	-	-	0.0%	-	-	-	0.0%	-
28 Interest	-	-	-	0.0%	-	-	-	0.0%	-
29 Other Non-Op Revenue	-	-	-	0.0%	40,055	-	40,055	100.0%	95,356
30 Capital Contribution	-	-	-	0.0%	-	-	-	0.0%	-
31 Other Non-Op Expenses	(213)	-	(213)	-100.0%	(20,889)	-	(20,889)	-100.0%	(211,573)
32 <b>Income(Loss)</b>	\$ (50,773)	\$ (63,745)	\$ 12,972	20.3%	\$ (416,834)	\$ (735,326)	\$ 318,492	43.3%	\$ (1,108,900)
33									
34 <b>Additional Funding Sources</b>									
35 Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
36 Transfers	-	-	-	0.0%	-	-	-	0.0%	-
37 <b>Balance</b>	\$ (50,773)	\$ (63,745)	\$ 12,972	20.3%	\$ (416,834)	\$ (735,326)	\$ 318,492	43.3%	\$ (1,108,900)
Earnings Before Interest, Depreciation & Amortization	\$ 52,276	\$ 42,748	\$ 9,528	22.3%	\$ 714,479	\$ 436,097	\$ 278,382	63.8%	\$ 30,564
Operating Ratio	72%	74%	-3%	-3.8%	71%	74%	-3%	-4.6%	80%
Operating Ratio - plus Tax & CFD	72%	74%	-3%	-3.8%	71%	74%	-3%	-4.6%	80%



**Statement of Revenues and Expenses  
For the Period Ended May 31, 2026**

Income Statement	Month-To-Date				Year-To-Date				Prior
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	YTD
<b>1 Operations</b>									
2 Operating Revenue	\$ 446,685	\$ 438,623	\$ 8,062	1.8%	\$ 5,067,985	\$ 5,057,731	\$ 10,254	0.2%	\$ 4,759,553
3 Internal Revenue	4,966	5,702	(736)	-12.9%	55,769	62,723	(6,954)	-11.1%	57,229
<b>4 Total Operating Revenue</b>	<b>\$ 451,651</b>	<b>\$ 444,325</b>	<b>\$ 7,326</b>	<b>1.6%</b>	<b>\$ 5,123,754</b>	<b>\$ 5,120,454</b>	<b>\$ 3,300</b>	<b>0.1%</b>	<b>\$ 4,816,782</b>
5									
6 Salaries and Wages	\$ (96,287)	\$ (91,509)	\$ (4,778)	-5.2%	\$ (1,034,496)	\$ (1,055,016)	\$ 20,520	1.9%	\$ (916,561)
7 Employee Benefits	(45,406)	(50,240)	4,834	9.6%	(496,777)	(570,439)	73,662	12.9%	(453,412)
8 Outside Services/Contractual	(21,112)	(25,300)	4,188	16.6%	(236,541)	(286,435)	49,894	17.4%	(187,298)
9 Utilities	(32,762)	(30,672)	(2,090)	-6.8%	(331,834)	(363,552)	31,718	8.7%	(334,048)
10 Other Operating Expenses	(21,921)	(38,390)	16,469	42.9%	(371,087)	(422,715)	51,628	12.2%	(363,808)
11 Insurance	(10,908)	(10,990)	82	0.7%	(101,381)	(102,718)	1,337	1.3%	(86,606)
12 Internal Expense	(1,278)	(1,278)	-	0.0%	(14,341)	(19,256)	4,915	25.5%	(15,321)
13 Debt Service	-	-	-	0.0%	(5,744)	(5,744)	-	0.0%	(21,204)
14 Depreciation	(112,921)	(145,050)	32,129	22.2%	(1,206,588)	(1,495,476)	288,888	19.3%	(1,314,935)
<b>15 Total Operating Expense</b>	<b>\$ (342,595)</b>	<b>\$ (393,429)</b>	<b>\$ 50,834</b>	<b>12.9%</b>	<b>\$ (3,798,789)</b>	<b>\$ (4,321,351)</b>	<b>\$ 522,562</b>	<b>12.1%</b>	<b>\$ (3,693,193)</b>
16									
<b>17 Operating Contribution</b>	<b>\$ 109,056</b>	<b>\$ 50,896</b>	<b>\$ 58,160</b>	<b>114.3%</b>	<b>\$ 1,324,965</b>	<b>\$ 799,103</b>	<b>\$ 525,862</b>	<b>65.8%</b>	<b>\$ 1,123,589</b>
18									
19 Allocation of Base	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
20 Allocation of Fleet	(20,102)	(20,102)	-	0.0%	(242,610)	(242,610)	-	0.0%	(310,270)
21 Allocation of General & Administrative	(159,992)	(176,052)	16,060	9.1%	(1,678,315)	(1,966,847)	288,532	14.7%	(1,561,395)
<b>22 Operating Income(Loss)</b>	<b>\$ (71,038)</b>	<b>\$ (145,258)</b>	<b>\$ 74,220</b>	<b>51.1%</b>	<b>\$ (595,960)</b>	<b>\$ (1,410,354)</b>	<b>\$ 814,394</b>	<b>57.7%</b>	<b>\$ (748,076)</b>
23									
<b>24 Non-Operations</b>									
25 Property Tax Revenue	\$ 208,333	\$ 208,333	\$ -	0.0%	\$ 2,291,667	\$ 2,291,667	\$ -	0.0%	\$ 2,933,333
26 Community Facilities District (CFD 94-1)	-	-	-	0.0%	-	-	-	0.0%	-
27 Grant Revenue	20,948	-	20,948	100.0%	1,318,089	1,622,750	(304,661)	-18.8%	786,497
28 Interest	-	-	-	0.0%	-	-	-	0.0%	-
29 Other Non-Op Revenue	-	-	-	0.0%	5,474	-	5,474	100.0%	824
30 Capital Contribution	-	-	-	0.0%	-	-	-	0.0%	-
31 Other Non-Op Expenses	(5,408)	-	(5,408)	-100.0%	(5,408)	-	(5,408)	-100.0%	-
<b>32 Income(Loss)</b>	<b>\$ 152,835</b>	<b>\$ 63,075</b>	<b>\$ 89,760</b>	<b>142.3%</b>	<b>\$ 3,013,862</b>	<b>\$ 2,504,063</b>	<b>\$ 509,799</b>	<b>20.4%</b>	<b>\$ 2,972,578</b>
33									
<b>34 Additional Funding Sources</b>									
35 Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
36 Transfers	-	-	-	0.0%	-	-	-	0.0%	-
<b>37 Balance</b>	<b>\$ 152,835</b>	<b>\$ 63,075</b>	<b>\$ 89,760</b>	<b>142.3%</b>	<b>\$ 3,013,862</b>	<b>\$ 2,504,063</b>	<b>\$ 509,799</b>	<b>20.4%</b>	<b>\$ 2,972,578</b>
Earnings Before Interest, Depreciation & Amortization	\$ 265,756	\$ 208,125	\$ 57,631	27.7%	\$ 4,226,194	\$ 4,005,283	\$ 220,911	5.5%	\$ 4,308,717
Operating Ratio	76%	89%	-13%	-14.3%	74%	84%	-10%	-12.1%	77%
Operating Ratio - plus Tax & CFD	52%	60%	-8%	-13.9%	51%	58%	-7%	-12.1%	48%



**Recreation & Parks Operations  
Statement of Revenues and Expenses  
For the Period Ended May 31, 2026**

Income Statement	Month-To-Date				Year-To-Date				Prior
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	YTD
<b>1 Operations</b>									
2 Operating Revenue	\$ 139,180	\$ 119,735	\$ 19,445	16.2%	\$ 1,416,670	\$ 1,194,162	\$ 222,508	18.6%	\$ 1,245,287
3 Internal Revenue	7,420	17,097	(9,677)	-56.6%	69,880	80,960	(11,080)	-13.7%	74,310
<b>4 Total Operating Revenue</b>	<b>\$ 146,600</b>	<b>\$ 136,832</b>	<b>\$ 9,768</b>	<b>7.1%</b>	<b>\$ 1,486,550</b>	<b>\$ 1,275,122</b>	<b>\$ 211,428</b>	<b>16.6%</b>	<b>\$ 1,319,597</b>
<b>5</b>									
6 Salaries and Wages	\$ (98,920)	\$ (97,621)	\$ (1,299)	-1.3%	\$ (1,076,429)	\$ (1,113,298)	\$ 36,869	3.3%	\$ (1,042,734)
7 Employee Benefits	(46,177)	(49,865)	3,688	7.4%	(492,405)	(566,172)	73,767	13.0%	(502,727)
8 Outside Services/Contractual	(18,673)	(34,990)	16,317	46.6%	(298,135)	(296,535)	(1,600)	-0.5%	(257,153)
9 Utilities	(11,098)	(8,604)	(2,494)	-29.0%	(125,459)	(123,546)	(1,913)	-1.5%	(113,929)
10 Other Operating Expenses	(18,214)	(11,074)	(7,140)	-64.5%	(183,994)	(197,689)	13,695	6.9%	(191,720)
11 Insurance	(13,492)	(10,990)	(2,502)	-22.8%	(105,648)	(102,718)	(2,930)	-2.9%	(86,606)
12 Internal Expense	(5,783)	(6,522)	739	11.3%	(64,742)	(71,746)	7,004	9.8%	(64,811)
13 Debt Service	-	-	-	0.0%	-	-	-	0.0%	-
14 Depreciation	(85,494)	(83,837)	(1,657)	-2.0%	(856,152)	(860,342)	4,190	0.5%	(786,642)
<b>15 Total Operating Expense</b>	<b>\$ (297,851)</b>	<b>\$ (303,503)</b>	<b>\$ 5,652</b>	<b>1.9%</b>	<b>\$ (3,202,964)</b>	<b>\$ (3,332,046)</b>	<b>\$ 129,082</b>	<b>3.9%</b>	<b>\$ (3,046,322)</b>
<b>16</b>									
<b>17 Operating Contribution</b>	<b>\$ (151,251)</b>	<b>\$ (166,671)</b>	<b>\$ 15,420</b>	<b>9.3%</b>	<b>\$ (1,716,414)</b>	<b>\$ (2,056,924)</b>	<b>\$ 340,510</b>	<b>16.6%</b>	<b>\$ (1,726,725)</b>
<b>18</b>									
19 Allocation of Base	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
20 Allocation of Fleet	(18,083)	(18,083)	-	0.0%	(218,249)	(218,249)	-	0.0%	(118,364)
21 Allocation of General & Administrative	(136,325)	(132,763)	(3,562)	-2.7%	(1,384,861)	(1,483,224)	98,363	6.6%	(1,275,254)
<b>22 Operating Income(Loss)</b>	<b>\$ (305,659)</b>	<b>\$ (317,517)</b>	<b>\$ 11,858</b>	<b>3.7%</b>	<b>\$ (3,319,524)</b>	<b>\$ (3,758,397)</b>	<b>\$ 438,873</b>	<b>11.7%</b>	<b>\$ (3,120,343)</b>
<b>23</b>									
<b>24 Non-Operations</b>									
25 Property Tax Revenue	\$ 266,667	\$ 266,667	\$ -	0.0%	\$ 2,933,333	\$ 2,933,333	\$ -	0.0%	\$ 2,566,667
26 Community Facilities District (CFD 94-1)	59,544	60,833	(1,289)	-2.1%	654,987	669,163	(14,176)	-2.1%	639,047
27 Grant Revenue	12,338	-	12,338	100.0%	1,932,593	2,052,500	(119,907)	-5.8%	193,296
28 Interest	-	-	-	0.0%	-	-	-	0.0%	-
29 Other Non-Op Revenue	-	-	-	0.0%	-	-	-	0.0%	-
30 Capital Contribution	-	-	-	0.0%	422,500	-	422,500	100.0%	-
31 Other Non-Op Expenses	(595)	-	(595)	-100.0%	(14,228)	-	(14,228)	-100.0%	(18,027)
<b>32 Income(Loss)</b>	<b>\$ 32,295</b>	<b>\$ 9,983</b>	<b>\$ 22,312</b>	<b>223.5%</b>	<b>\$ 2,609,661</b>	<b>\$ 1,896,599</b>	<b>\$ 713,062</b>	<b>37.6%</b>	<b>\$ 260,640</b>
<b>33</b>									
<b>34 Additional Funding Sources</b>									
35 Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
36 Transfers	-	-	-	0.0%	-	-	-	0.0%	-
<b>37 Balance</b>	<b>\$ 32,295</b>	<b>\$ 9,983</b>	<b>\$ 22,312</b>	<b>223.5%</b>	<b>\$ 2,609,661</b>	<b>\$ 1,896,599</b>	<b>\$ 713,062</b>	<b>37.6%</b>	<b>\$ 260,640</b>
Earnings Before Interest, Depreciation & Amortization	\$ 117,789	\$ 93,820	\$ 23,969	25.5%	\$ 3,465,813	\$ 2,756,941	\$ 708,872	25.7%	\$ 1,047,282
Operating Ratio	203%	222%	-19%	-8.4%	215%	261%	-46%	-17.5%	231%
Operating Ratio - plus Tax & CFD	63%	65%	-2%	-3.6%	63%	68%	-5%	-7.6%	67%



51-5100  
 Division Recreation & Parks  
 Department Event Center Operations

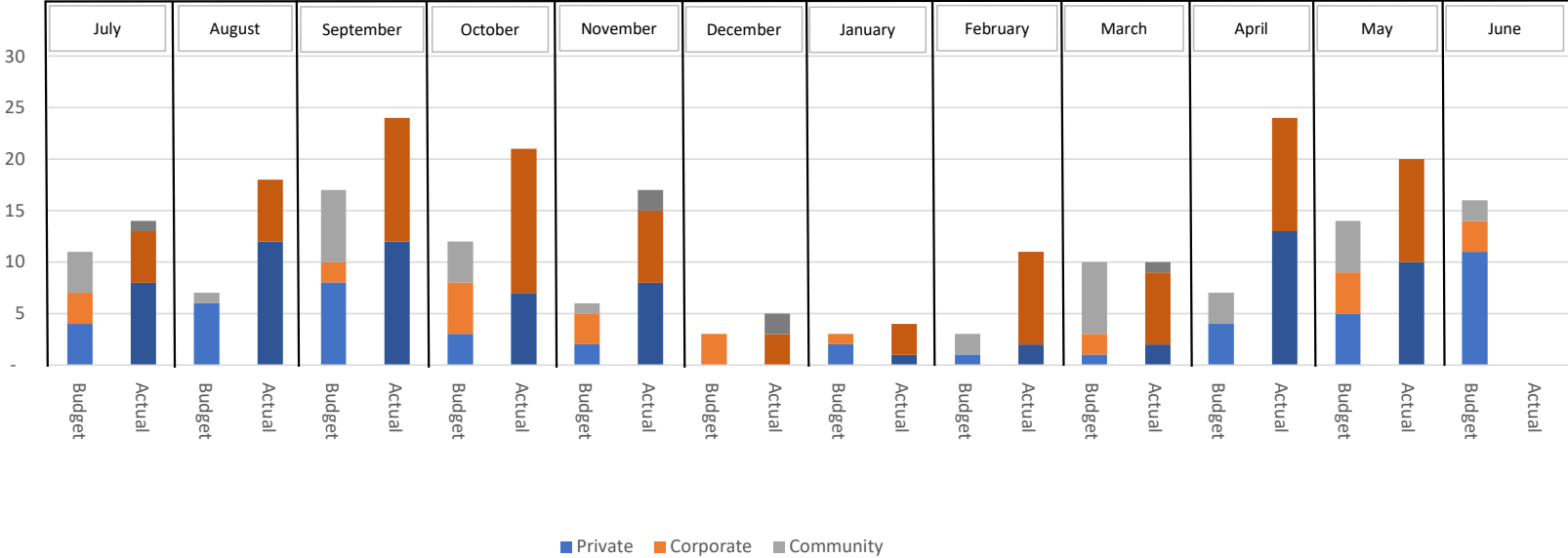
Statement of Revenues and Expenses  
 For the Period Ended May 31, 2026

Income Statement	Month-To-Date					Year-To-Date					Prior YTD
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance			
1 Operations											
2 Operating Revenue	\$ 63,030	\$ 61,648	\$ 1,382	2.2%	\$ 484,038	\$ 368,705	\$ 115,333	31.3%	\$ 342,886		
3 Internal Revenue	7,420	17,097	(9,677)	-56.6%	69,880	80,960	(11,080)	-13.7%	74,310		
4 Total Operating Revenue	\$ 70,450	\$ 78,745	\$ (8,295)	-10.5%	\$ 553,918	\$ 449,665	\$ 104,253	23.2%	\$ 417,196		
5											
6 Salaries and Wages	\$ (28,069)	\$ (30,632)	\$ 2,563	8.4%	\$ (320,996)	\$ (350,087)	\$ 29,091	8.3%	\$ (326,171)		
7 Employee Benefits	(13,622)	(16,580)	2,958	17.8%	(153,503)	(188,247)	34,744	18.5%	(162,531)		
8 Outside Services/Contractual	(3,976)	(390)	(3,586)	-919.5%	(64,077)	(32,565)	(31,512)	-96.8%	(39,400)		
9 Utilities	(5,409)	(5,270)	(139)	-2.6%	(70,580)	(72,030)	1,450	2.0%	(65,652)		
10 Other Operating Expenses	(7,386)	(5,324)	(2,062)	-38.7%	(103,278)	(102,481)	(797)	-0.8%	(107,640)		
11 Insurance	-	-	-	0.0%	-	-	-	0.0%	-		
12 Internal Expense	(2,033)	(2,049)	16	0.8%	(22,760)	(22,536)	(224)	-1.0%	(20,183)		
13 Debt Service	-	-	-	0.0%	-	-	-	0.0%	-		
14 Depreciation	-	-	-	0.0%	-	-	-	0.0%	-		
15 Total Operating Expense	\$ (60,495)	\$ (60,245)	\$ (250)	-0.4%	\$ (735,194)	\$ (767,946)	\$ 32,752	4.3%	\$ (721,577)		
16											
17 Operating Contribution	\$ 9,955	\$ 18,500	\$ (8,545)	-46.2%	\$ (181,276)	\$ (318,281)	\$ 137,005	43.0%	\$ (304,381)		
18											
19 Allocation of Base	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -		
20 Allocation of Fleet	-	-	-	0.0%	-	-	-	0.0%	-		
21 Allocation of General & Administrative	-	-	-	0.0%	-	-	-	0.0%	-		
22 Operating Income(Loss)	\$ 9,955	\$ 18,500	\$ (8,545)	-46.2%	\$ (181,276)	\$ (318,281)	\$ 137,005	43.0%	\$ (304,381)		
23											
24 Non-Operations											
25 Property Tax Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -		
26 Community Facilities District (CFD 94-1)	-	-	-	0.0%	-	-	-	0.0%	-		
27 Grant Revenue	-	-	-	0.0%	-	-	-	0.0%	-		
28 Interest	-	-	-	0.0%	-	-	-	0.0%	-		
29 Other Non-Op Revenue	-	-	-	0.0%	-	-	-	0.0%	-		
30 Capital Contribution	-	-	-	0.0%	-	-	-	0.0%	-		
31 Other Non-Op Expenses	-	-	-	0.0%	-	-	-	0.0%	(4,410)		
32 Income(Loss)	\$ 9,955	\$ 18,500	\$ (8,545)	-46.2%	\$ (181,276)	\$ (318,281)	\$ 137,005	43.0%	\$ (308,791)		
33											
34 Additional Funding Sources											
35 Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -		
36 Transfers	-	-	-	0.0%	-	-	-	0.0%	-		
37 Balance	\$ 9,955	\$ 18,500	\$ (8,545)	-46.2%	\$ (181,276)	\$ (318,281)	\$ 137,005	43.0%	\$ (308,791)		

## North Tahoe Event Center Reservation Pipeline

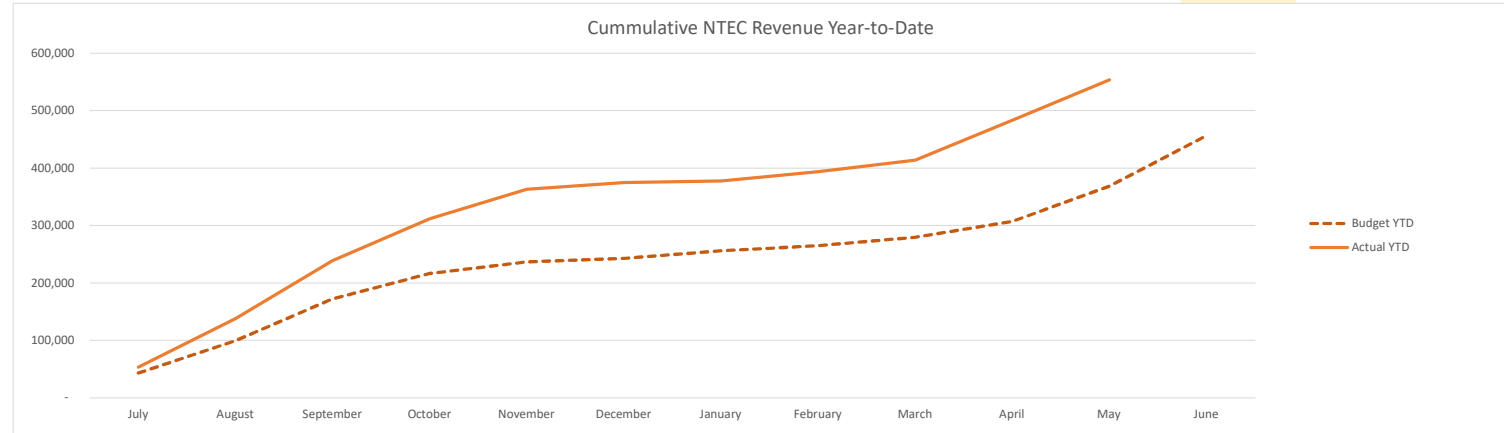
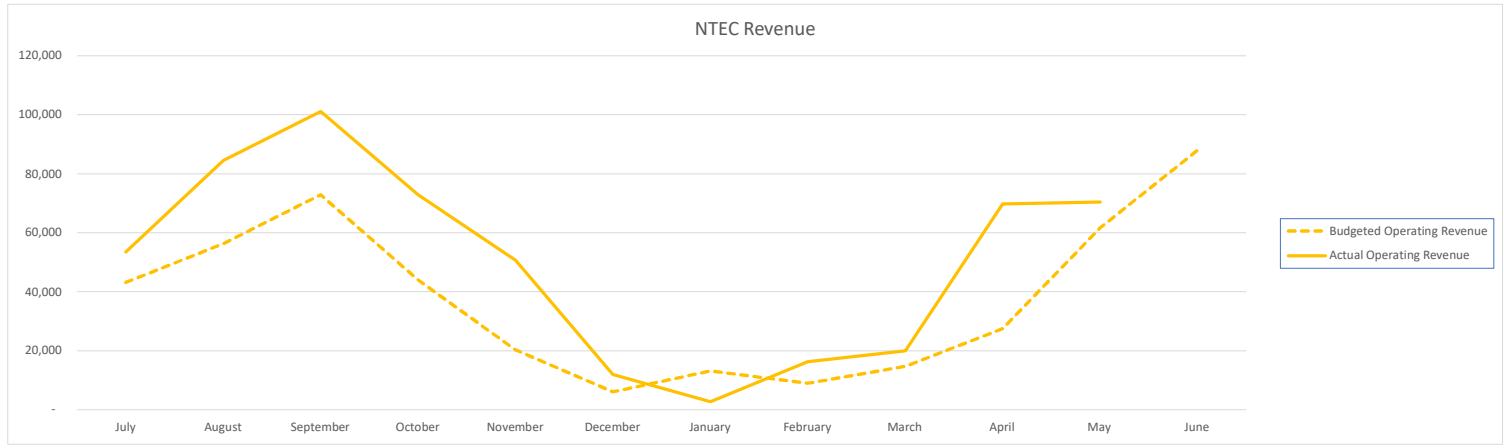
		July	August	September	October	November	December	January	February	March	April	May	June	Total
<b>Revenue</b>														
	Private	29,060	47,036	55,898	23,660	10,790	-	9,585	5,810	4,980	22,000	39,020	73,468	321,307
	Corporate	5,620	-	1,370	13,190	9,370	6,068	570	-	2,110	-	12,000	9,140	59,438
	Community	8,504	1,740	11,620	4,123	180	-	-	3,183	5,610	2,480	5,628	1,340	44,408
	<b>Budgeted Total Room Rent</b>	<b>43,184</b>	<b>48,776</b>	<b>68,888</b>	<b>40,973</b>	<b>20,340</b>	<b>6,068</b>	<b>10,155</b>	<b>8,993</b>	<b>12,700</b>	<b>24,480</b>	<b>56,648</b>	<b>83,948</b>	<b>425,153</b>
2026	Private	26,030	66,180	68,630	49,735	25,460	-	900	5,720	4,160	51,215	47,536	110,150	455,716
	Corporate	6,170	5,690	14,140	15,570	9,540	1,710	1,870	9,310	10,780	9,320	14,975	7,380	106,455
	Community	8,580	-	-	-	8,060	10,210	-	-	1,310	-	-	-	28,160
	<b>Actual Total Room Rent</b>	<b>40,780</b>	<b>71,870</b>	<b>82,770</b>	<b>65,305</b>	<b>43,060</b>	<b>11,920</b>	<b>2,770</b>	<b>15,030</b>	<b>16,250</b>	<b>60,535</b>	<b>62,511</b>	<b>117,530</b>	<b>590,331</b>
2027	Private	72,130	85,880	101,500	70,080	29,650	-	5,800	11,600	5,800	24,600	47,600	60,990	515,630
	Corporate	3,010	7,420	3,440	10,470	2,310	1,140	-	-	-	-	-	-	27,790
	Community	-	-	-	-	-	-	-	7,000	-	-	-	-	7,000
	<b>Actual Total Room Rent</b>	<b>75,140</b>	<b>93,300</b>	<b>104,940</b>	<b>80,550</b>	<b>31,960</b>	<b>1,140</b>	<b>5,800</b>	<b>18,600</b>	<b>5,800</b>	<b>24,600</b>	<b>47,600</b>	<b>60,990</b>	<b>550,420</b>
2028	Private	42,800	10,480	38,900	-	-	-	-	-	-	-	-	-	92,180
	Corporate	-	-	-	10,720	-	-	-	-	-	-	-	-	10,720
	Community	-	-	-	-	-	-	-	-	-	-	-	-	-
	<b>Actual Total Room Rent</b>	<b>42,800</b>	<b>10,480</b>	<b>38,900</b>	<b>10,720</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>102,900</b>
<b># Events</b>														
2026	Budgeted Private	4	6	8	3	2	-	2	1	1	4	5	11	47
	Budgeted Corporate	3	-	2	5	3	3	1	-	2	-	4	3	26
	Budgeted Community	4	1	7	4	1	-	-	2	7	3	5	2	36
		11	7	17	12	6	3	3	3	10	7	14	16	109
2026	Actual Private	8	12	12	7	8	-	1	2	2	13	10	20	95
	Actual Corporate	5	6	12	14	7	3	3	9	7	11	10	6	93
	Actual Community	1	-	-	-	2	2	-	-	1	-	-	-	6
		14	18	24	21	17	5	4	11	10	24	20	26	194
2027	Actual Private	12	13	17	11	6	-	1	2	1	5	6	11	85
	Actual Corporate	3	5	4	6	5	2	-	-	-	-	-	1	26
	Actual Community	1	-	-	-	-	1	-	1	-	-	-	-	3
		16	18	21	17	11	3	1	3	1	5	6	12	114
2028	Actual Private	6	3	6	-	-	-	-	-	-	-	-	-	15
	Actual Corporate	-	-	-	1	-	-	-	-	-	-	-	-	1
	Actual Community	-	-	-	-	-	1	-	-	-	-	-	-	1
		6	3	6	1	-	1	-	-	-	-	-	-	17

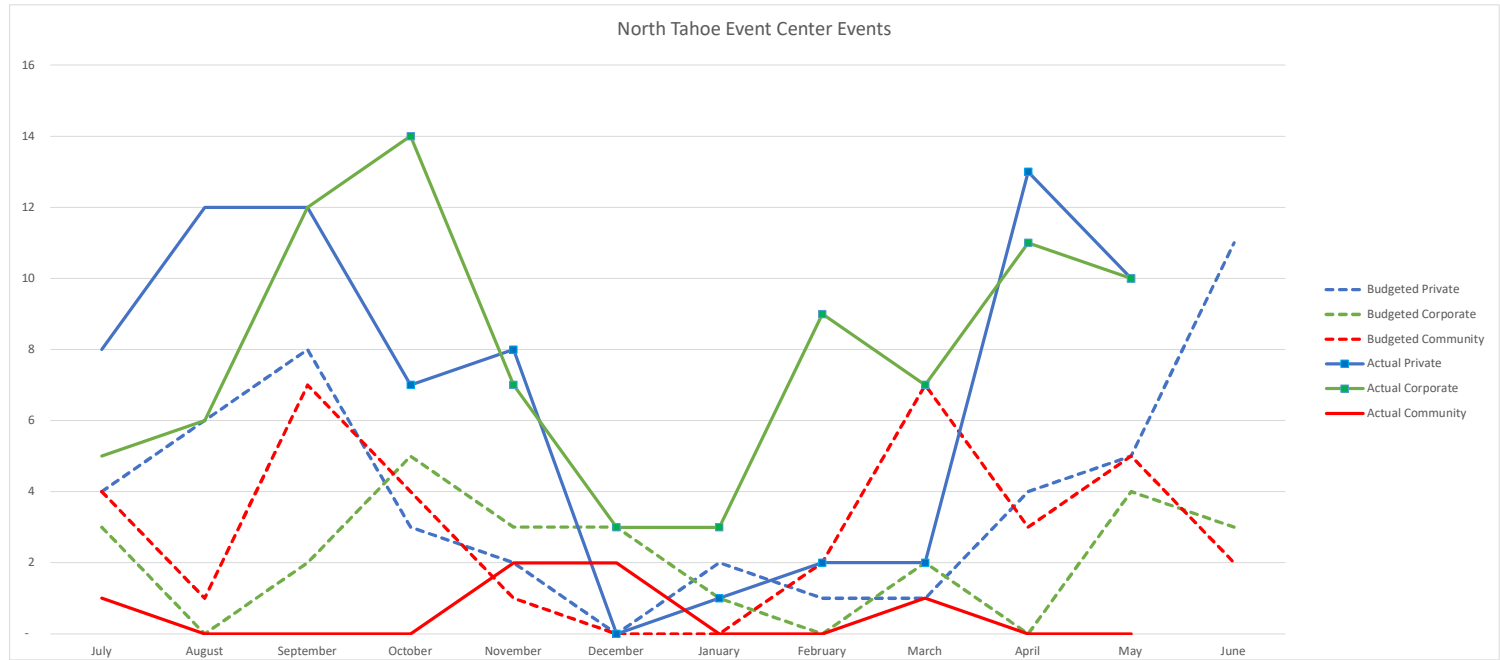
### NTEC Number of Events



North Tahoe Event Center  
FY 2025-26

	July	August	September	October	November	December	January	February	March	April	May	June	Total
<b>Revenue</b>													
Private	29,060	47,036	55,898	23,660	10,790	-	9,585	5,810	4,980	22,000	39,020	73,468	321,307
Corporate	5,620	-	1,370	13,190	9,370	6,068	570	-	2,110	-	12,000	9,140	59,438
Community	8,504	1,740	11,620	4,123	180	-	-	3,183	5,610	2,480	5,628	1,340	44,408
Budgeted Total Room Rent	43,184	48,776	68,888	40,973	20,340	6,068	10,155	8,993	12,700	24,480	56,648	83,948	425,153
Program Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Ancillary Revenue	-	7,500	4,000	3,000	-	-	3,000	-	2,000	3,000	5,000	4,000	31,500
Budgeted Operating Revenue	43,184	56,276	72,888	43,973	20,340	6,068	13,155	8,993	14,700	27,480	61,648	87,948	456,653
Private	26,030	66,180	68,630	49,735	25,460	-	900	5,720	4,160	51,215	47,536	-	345,566
Corporate	6,170	5,690	14,140	15,570	9,540	1,710	1,870	9,310	10,780	9,320	14,975	-	99,075
Community	8,580	-	-	-	8,060	10,210	-	-	1,310	-	-	-	28,160
Actual Total Room Rent	40,780	71,870	82,770	65,305	43,060	11,920	2,770	15,030	16,250	60,535	62,511	-	472,801
Program Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Ancillary Revenue	12,752	12,712	18,331	7,652	7,588	-	-	1,240	3,750	9,153	7,939	-	81,117
Actual Operating Revenue	53,532	84,582	101,101	72,957	50,648	11,920	2,770	16,270	20,000	69,688	70,450	-	553,918
Variance to Budget	10,348	28,306	28,213	28,984	30,308	5,852	(10,385)	7,277	5,300	42,208	8,802	(87,948)	97,265
<b># Events</b>													
Budgeted Private	4	6	8	3	2	-	2	1	1	4	5	11	47
Budgeted Corporate	3	-	2	5	3	3	1	-	2	-	4	3	26
Budgeted Community	4	1	7	4	1	-	-	2	7	3	5	2	36
	11	7	17	12	6	3	3	3	10	7	14	16	109
Actual Private	8	12	12	7	8	-	1	2	2	13	10	-	75
Actual Corporate	5	6	12	14	7	3	3	9	7	11	10	-	87
Actual Community	1	-	-	-	2	2	-	-	1	-	-	-	6
	14	18	24	21	17	5	4	11	10	24	20	-	168





\* Program & Recreation events reporting to be forthcoming



**Fleet & Equipment Support  
Statement of Revenues and Expenses  
For the Period Ended May 31, 2026**

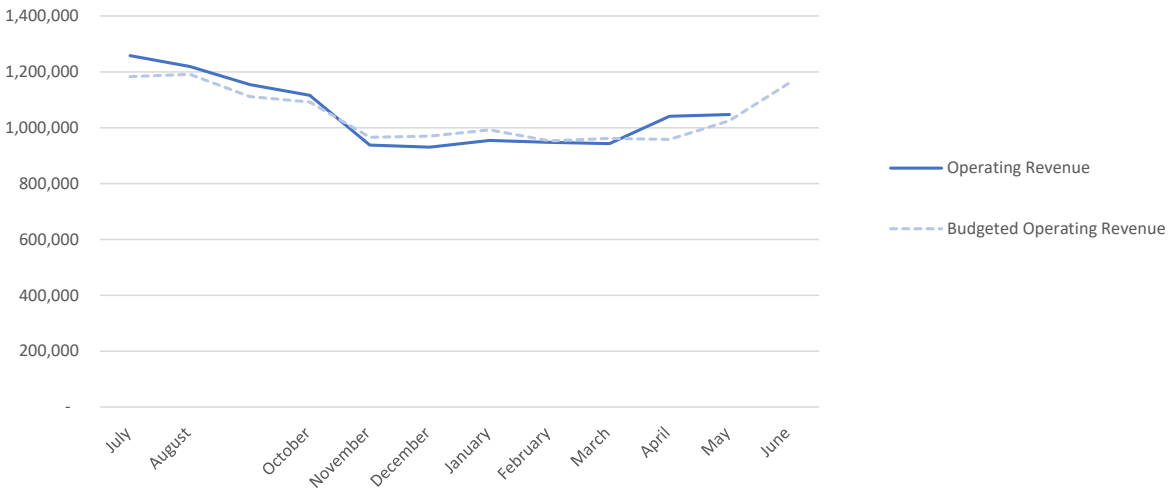
Income Statement	Month-To-Date				Year-To-Date				Prior
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	YTD
<b>1 Operations</b>									
2 Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
3 Internal Revenue	-	-	-	0.0%	-	-	-	0.0%	-
<b>4 Total Operating Revenue</b>	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
5									
6 Salaries and Wages	\$ (13,149)	\$ (13,133)	\$ (16)	-0.1%	\$ (150,004)	\$ (151,000)	\$ 996	0.7%	\$ (151,002)
7 Employee Benefits	(6,942)	(8,085)	1,143	14.1%	(79,494)	(91,793)	12,299	13.4%	(83,283)
8 Outside Services/Contractual	(10,450)	(1,125)	(9,325)	-828.9%	(31,813)	(14,905)	(16,908)	-113.4%	(22,054)
9 Utilities	(773)	(840)	67	8.0%	(8,322)	(9,450)	1,128	11.9%	(8,818)
10 Other Operating Expenses	(20,009)	(15,300)	(4,709)	-30.8%	(147,101)	(234,000)	86,899	37.1%	(182,662)
11 Insurance	(5,616)	(5,436)	(180)	-3.3%	(56,081)	(51,644)	(4,437)	-8.6%	(56,247)
12 Internal Expense	(143)	(155)	12	7.7%	(1,598)	(1,707)	109	6.4%	(1,460)
13 Debt Service	-	-	-	0.0%	-	-	-	0.0%	-
14 Depreciation	(21,120)	(20,739)	(381)	-1.8%	(230,865)	(228,129)	(2,736)	-1.2%	(180,194)
<b>15 Total Operating Expense</b>	\$ (78,202)	\$ (64,813)	\$ (13,389)	-20.7%	\$ (705,278)	\$ (782,628)	\$ 77,350	9.9%	\$ (685,720)
16									
<b>17 Operating Contribution</b>	\$ (78,202)	\$ (64,813)	\$ (13,389)	-20.7%	\$ (705,278)	\$ (782,628)	\$ 77,350	9.9%	\$ (685,720)
18									
19 Allocation of Base	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
20 Allocation of Fleet	64,813	64,813	-	0.0%	782,237	782,237	-	0.0%	757,166
21 Allocation of General & Administrative	-	-	-	0.0%	-	-	-	0.0%	-
<b>22 Operating Income(Loss)</b>	\$ (13,389)	\$ -	\$ (13,389)	-100.0%	\$ 76,959	\$ (391)	\$ 77,350	19782.6%	\$ 71,446
23									
<b>24 Non-Operations</b>									
25 Property Tax Revenue	\$ 8,333	\$ 8,333	\$ -	0.0%	\$ 91,667	\$ 91,667	\$ -	0.0%	\$ 91,667
26 Community Facilities District (CFD 94-1)	-	-	-	0.0%	-	-	-	0.0%	-
27 Grant Revenue	-	-	-	0.0%	-	-	-	0.0%	-
28 Interest	-	-	-	0.0%	-	-	-	0.0%	-
29 Other Non-Op Revenue	-	-	-	0.0%	-	-	-	0.0%	-
30 Capital Contribution	-	-	-	0.0%	-	-	-	0.0%	-
31 Other Non-Op Expenses	-	-	-	0.0%	-	-	-	0.0%	-
<b>32 Income(Loss)</b>	\$ (5,056)	\$ 8,333	\$ (13,389)	-160.7%	\$ 168,626	\$ 91,276	\$ 77,350	84.7%	\$ 163,113
33									
<b>34 Additional Funding Sources</b>									
35 Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
36 Transfers	-	-	-	0.0%	-	-	-	0.0%	-
<b>37 Balance</b>	\$ (5,056)	\$ 8,333	\$ (13,389)	-160.7%	\$ 168,626	\$ 91,276	\$ 77,350	84.7%	\$ 163,113
Earnings Before Interest, Depreciation & Amortization	\$ 16,064	\$ 29,072	\$ (13,008)	-44.7%	\$ 399,491	\$ 319,405	\$ 80,086	25.1%	\$ 343,307



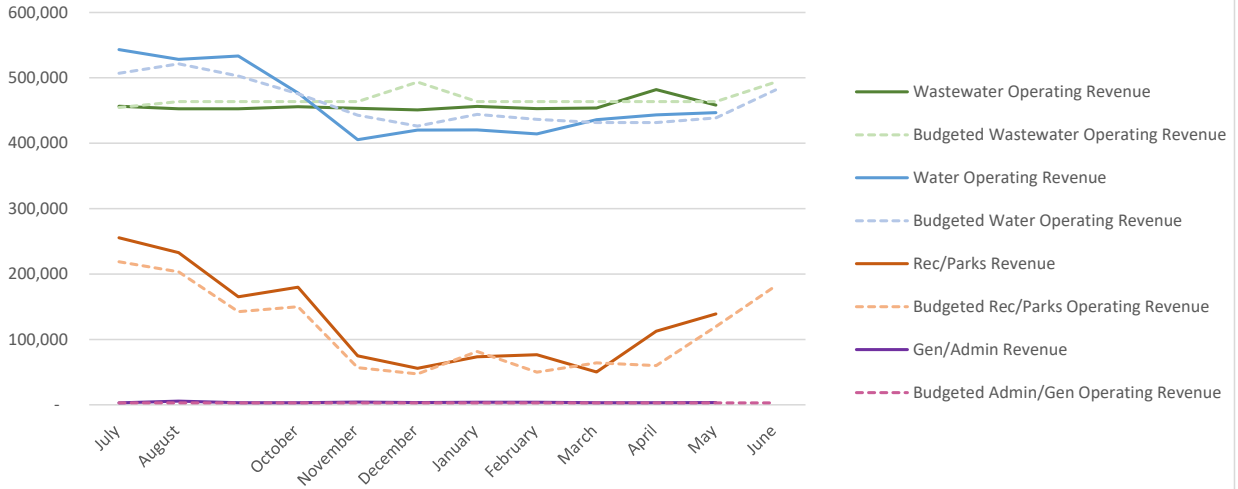
**General & Administrative Support  
Statement of Revenues and Expenses  
For the Period Ended May 31, 2026**

Income Statement	Month-To-Date				Year-To-Date				Prior
	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance	YTD
<b>1 Operations</b>									
2 Operating Revenue	\$ 3,460	\$ 3,000	\$ 460	15.3%	\$ 40,736	\$ 33,000	\$ 7,736	23.4%	\$ 36,931
3 Internal Revenue	-	-	-	0.0%	-	-	-	0.0%	-
4 <b>Total Operating Revenue</b>	\$ 3,460	\$ 3,000	\$ 460	15.3%	\$ 40,736	\$ 33,000	\$ 7,736	23.4%	\$ 36,931
5									
6 Salaries and Wages	\$ (204,804)	\$ (204,562)	\$ (242)	-0.1%	\$ (2,228,304)	\$ (2,379,091)	\$ 150,787	6.3%	\$ (2,123,044)
7 Employee Benefits	(105,655)	(103,762)	(1,893)	-1.8%	(1,072,477)	(1,079,850)	7,373	0.7%	(919,165)
8 Outside Services/Contractual	(82,817)	(71,437)	(11,380)	-15.9%	(725,565)	(822,731)	97,166	11.8%	(654,870)
9 Utilities	(10,675)	(11,144)	469	4.2%	(121,181)	(137,424)	16,243	11.8%	(125,520)
10 Other Operating Expenses	(49,005)	(45,210)	(3,795)	-8.4%	(494,805)	(555,896)	61,091	11.0%	(426,406)
11 Insurance	(11,865)	(11,890)	25	0.2%	(110,685)	(111,268)	583	0.5%	(95,931)
12 Internal Expense	(3,476)	(15,145)	11,669	77.0%	(76,337)	(84,291)	7,954	9.4%	(76,412)
13 Debt Service	-	-	-	0.0%	-	-	-	0.0%	-
14 Depreciation	(5,800)	(4,845)	(955)	-19.7%	(60,928)	(53,295)	(7,633)	-14.3%	(42,473)
15 <b>Total Operating Expense</b>	\$ (474,097)	\$ (467,995)	\$ (6,102)	-1.3%	\$ (4,890,282)	\$ (5,223,846)	\$ 333,564	6.4%	\$ (4,463,821)
16									
17 <b>Operating Contribution</b>	\$ (470,637)	\$ (464,995)	\$ (5,642)	-1.2%	\$ (4,849,546)	\$ (5,190,846)	\$ 341,300	6.6%	\$ (4,426,890)
18									
19 Allocation of Base	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
20 Allocation of Fleet	-	-	-	0.0%	-	-	-	0.0%	-
21 Allocation of General & Administrative	451,450	465,349	(13,899)	-3.0%	4,663,066	5,198,868	(535,802)	-10.3%	4,443,677
22 <b>Operating Income(Loss)</b>	\$ (19,187)	\$ 354	\$ (19,541)	-5520.1%	\$ (186,480)	\$ 8,022	\$ (194,502)	-2424.6%	\$ 16,787
23									
24 <b>Non-Operations</b>									
25 Property Tax Revenue	\$ 141,667	\$ 141,667	\$ -	0.0%	\$ 1,558,333	\$ 1,558,333	\$ -	0.0%	\$ 733,333
26 Community Facilities District (CFD 94-1)	-	-	-	0.0%	-	-	-	0.0%	-
27 Grant Revenue	-	-	-	0.0%	-	-	-	0.0%	-
28 Interest	33,892	10,000	23,892	238.9%	287,066	190,000	97,066	51.1%	328,282
29 Other Non-Op Revenue	8,151	8,151	-	0.0%	97,429	89,296	8,133	9.1%	90,870
30 Capital Contribution	-	-	-	0.0%	-	-	-	0.0%	-
31 Other Non-Op Expenses	(12,407)	(8,333)	(4,074)	-48.9%	(117,970)	(91,667)	(26,303)	-28.7%	(118,513)
32 <b>Income(Loss)</b>	\$ 152,116	\$ 151,839	\$ 277	0.2%	\$ 1,638,378	\$ 1,753,984	\$ (115,606)	-6.6%	\$ 1,050,759
33									
34 <b>Additional Funding Sources</b>									
35 Allocation of Non-Operating Revenue	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%	\$ -
36 Transfers	-	-	-	0.0%	-	-	-	0.0%	-
37 <b>Balance</b>	\$ 152,116	\$ 151,839	\$ 277	0.2%	\$ 1,638,378	\$ 1,753,984	\$ (115,606)	-6.6%	\$ 1,050,759
Earnings Before Interest, Depreciation & Amortization	\$ 157,916	\$ 156,684	\$ 1,232	0.8%	\$ 1,699,306	\$ 1,807,279	\$ (107,973)	-6.0%	\$ 1,093,232

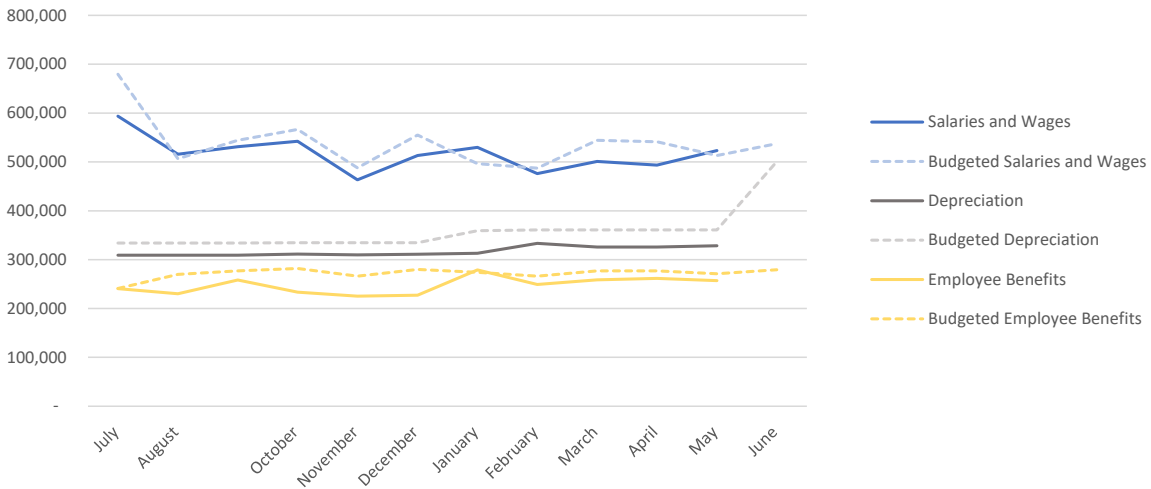
### Operating Revenues Year to Date



### Enterprise Operating Revenues Year to Date



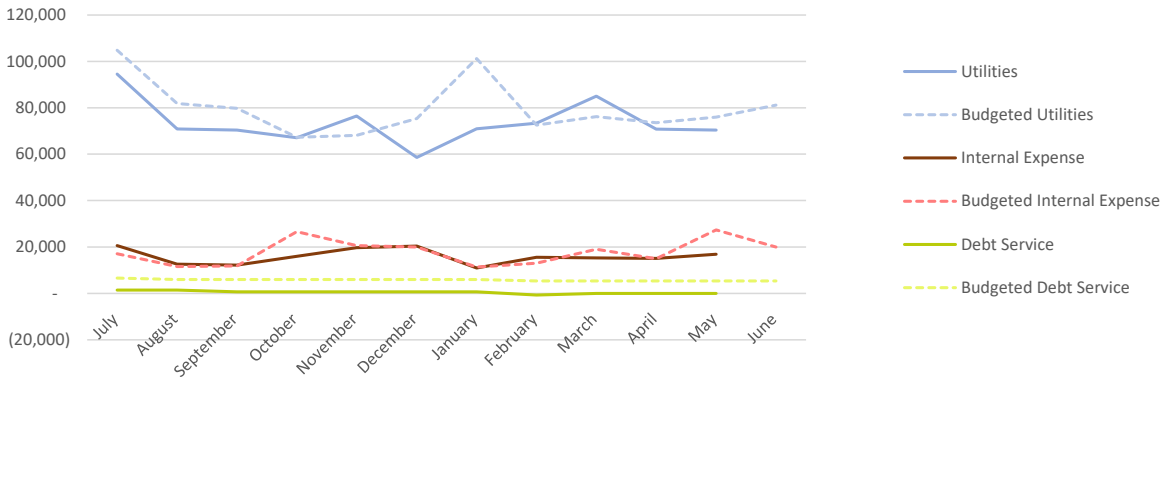
### Expenses Year to Date



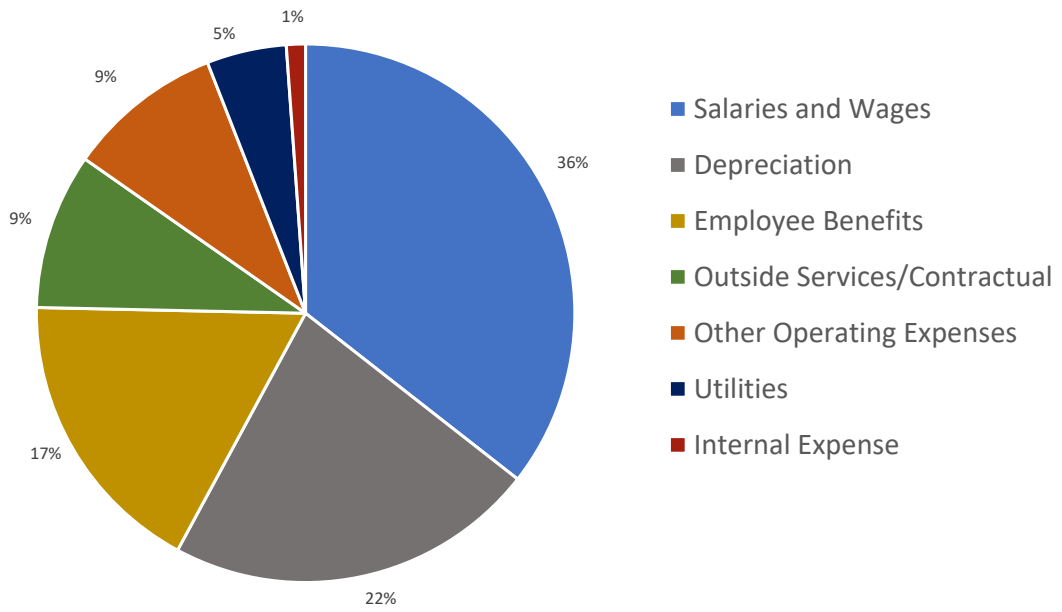
Expenses Year to Date



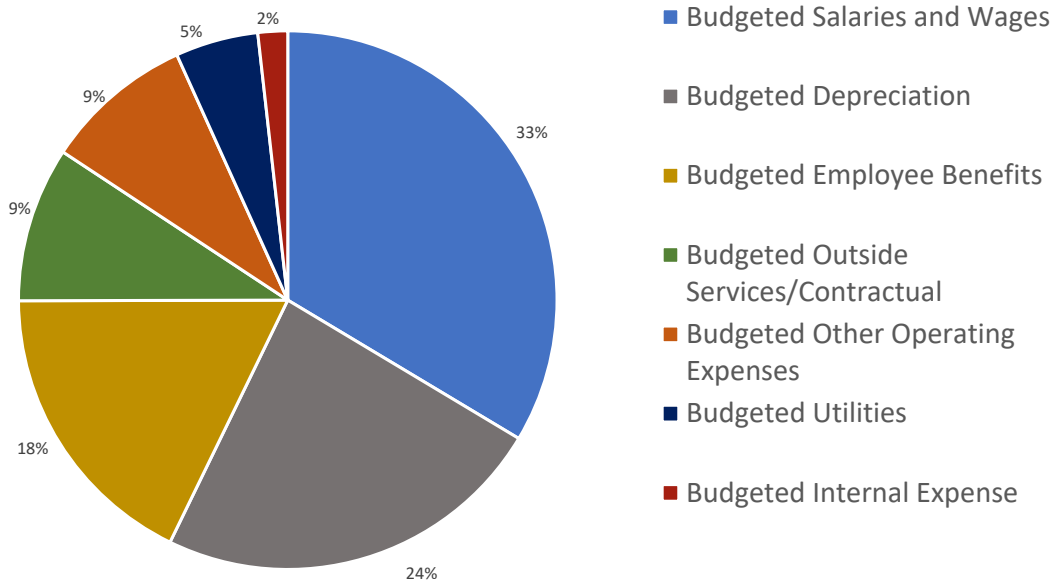
Expenses Year to Date



Actual May



Budgeted May



# Capital Outlay

Projects In Process  
For the Period Ended May 31, 2026

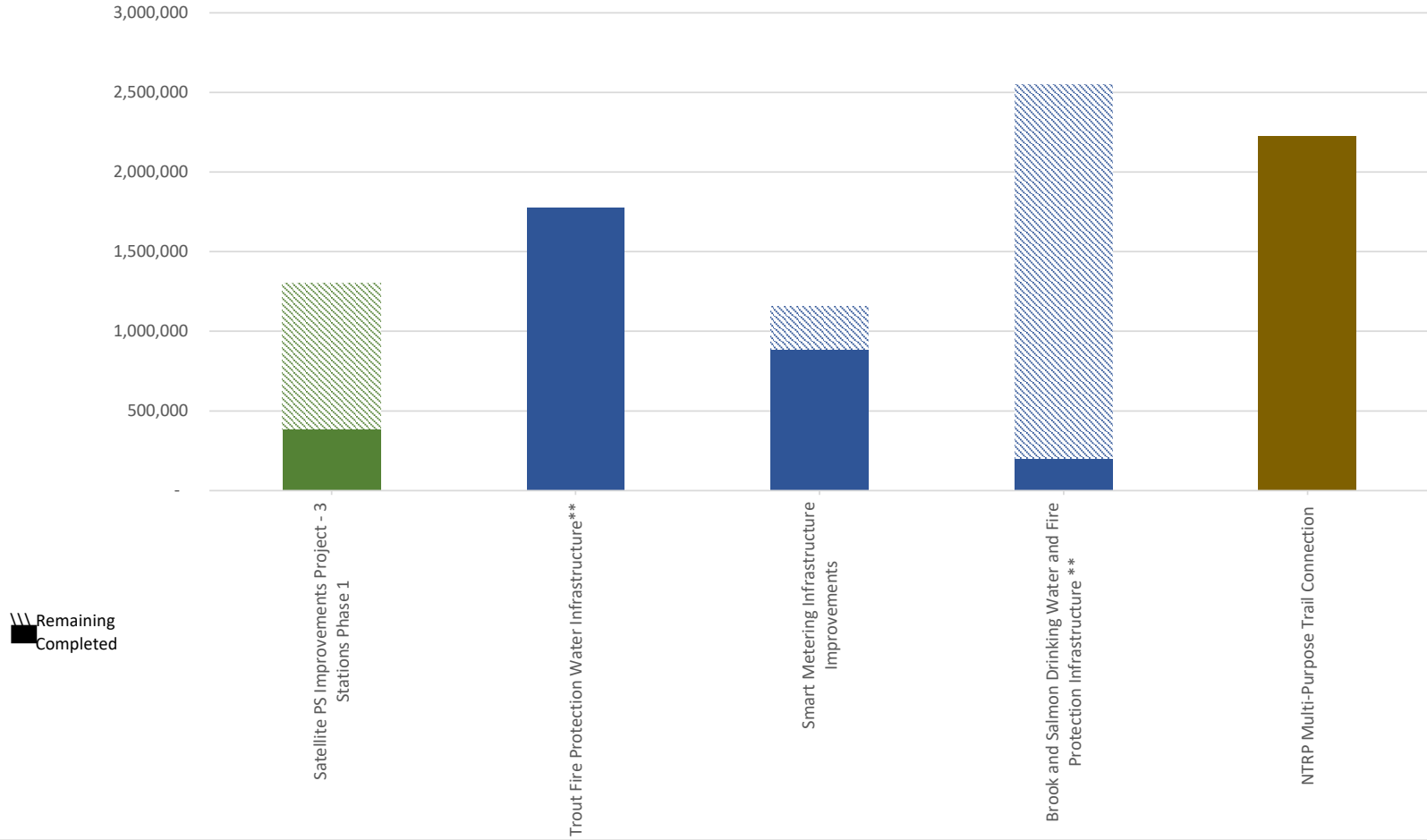
Project Number	Project Description	2026 Adopted Budget	ACTUAL Prior Year Open Project Rollforward	Internal Departmental Budget Adjustment	Total Available Budget	Year To Date			Return to Reserves	C = Complete G = Grant Funded	Grant Amount	Grant Funding
						Actual	Encumbered	(Over) Under Budget				
<b>Administration &amp; Base</b>												
2151-0000	Master Plan: Corporation Yard Layout *	\$ 90,000	\$ 85,631	\$ -	175,631	\$ 172,155	\$ 106,403	\$ (102,927)				
2601-0000	Base Administration Building Improvements	25,000		-	25,000	34,434	-	(9,434)	(9,434)	C		
2602-0000	Annex Vactor Bay Addition	450,000		-	450,000	445,446	1,028,778	(1,024,224)				
2615-0000	Server and Network Equipment Replacement	15,000		-	15,000	-	139,400	(124,400)				
				-	-	-	-	-				
	<b>Total Administration Purchases</b>	<b>\$ 580,000</b>	<b>\$ 85,631</b>	<b>\$ -</b>	<b>\$ 665,631</b>	<b>\$ 652,035</b>	<b>\$ 1,274,582</b>	<b>\$ (1,260,986)</b>	<b>\$ (9,434)</b>			<b>\$ -</b>
<b>Fleet</b>												
2620-0000	11-Yard Vac-Con	\$ 85,000			\$ 85,000	\$ -	\$ 750,357	\$ (665,357)				
2621-0000	Parks Utility Cart - John Deere Gator	18,000			18,000	18,753	-	(753)	(753)	C		
2622-0000	Portable Water Pump	120,000			120,000	-	-	120,000				
2623-0000	Vacuum Excavation Trailer/Valve Exerciser	15,000			15,000	-	-	15,000				
2624-0000	Vehicle Analyzer and Diagnostic Equipment	15,000			15,000	12,066	-	2,934		C		
2625-0000	MultiHog Attachments	18,000			18,000	15,008	-	2,993				
2630-0000	Truck: 1/2 ton 1500HD 4x4 GMC Sierra	130,000			130,000	112,659	-	17,341		C		
	<b>Total Fleet Purchases</b>	<b>\$ 401,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 401,000</b>	<b>\$ 158,486</b>	<b>\$ 750,357</b>	<b>\$ (507,843)</b>	<b>\$ (753)</b>			<b>\$ -</b>
<b>Wastewater</b>												
2445-0000	Sewage Export System Inspection/Analysis											
	Pre-design/Construction **		\$ 183,594		\$ 183,594	\$ 68,050	27,351	\$ 88,193				
2547-0000	Satellite PS Improvements Project - 3 Stations Phase 1	1,200,000	1,613		1,201,613	288,968	1,668,624	(755,979)				
2548-0000	State Route 28 Adjust Structures - Wastewater	85,000	65,000		150,000	16,962	-	133,038				
2640-0000	Lower Lateral CIPP Rehabilitation	85,000			85,000	1,259	-	83,741				
2641-0000	Sewer Force Main Improvements	85,000			85,000	53,304	-	31,696	31,696	C		
2643-0000	Sewer Collection System Improvements	85,000			85,000	-	-	85,000				
2649-0000	SCADA Infrastructure Improvements	85,000			85,000	53,610	38,937	(7,547)				
2652-0000	Sewage Pump Station Improvements	85,000			85,000	97,731	25,956	(38,687)				
2653-0000	Satellite PS Improvements Project - 2 Stations Phase 2	80,000			80,000	59,383	37,865	(17,248)				
	<b>Total Wastewater Purchases</b>	<b>\$ 1,790,000</b>	<b>\$ 250,207</b>	<b>\$ -</b>	<b>\$ 2,040,207</b>	<b>\$ 639,268</b>	<b>\$ 1,798,733</b>	<b>\$ (397,794)</b>	<b>\$ 31,696</b>			<b>\$ -</b>

# Capital Outlay

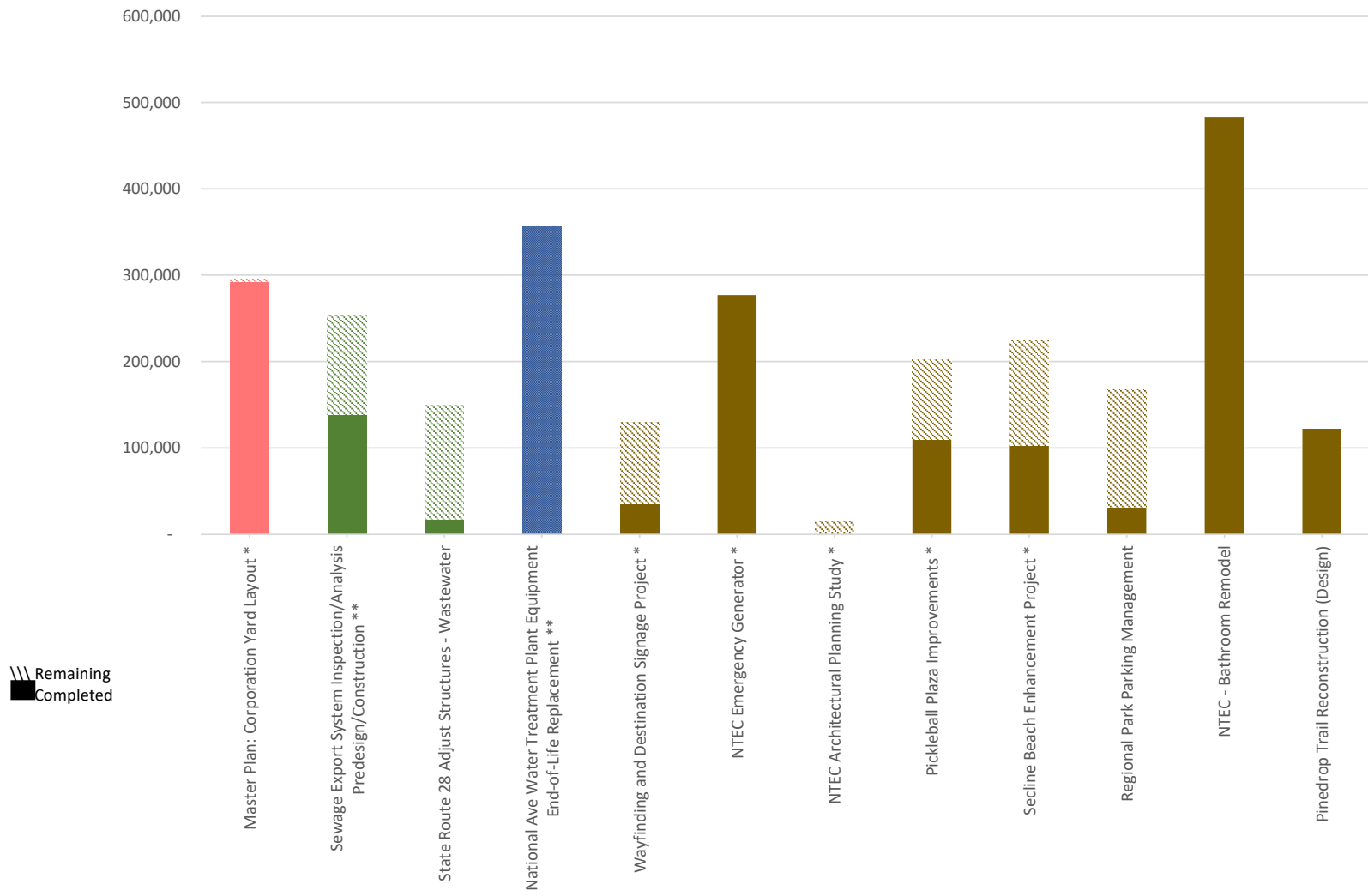
Projects In Process  
For the Period Ended May 31, 2026

Project Number	Project Description	2026 Adopted Budget	ACTUAL Prior Year Open Project Rollforward	Internal Departmental Budget Adjustment	Total Available Budget	Year To Date			Return to Reserves	C = Complete G = Grant Funded	Grant Amount	Grant Funding
						Actual	Encumbered	(Over) Under Budget				
<b>Water</b>												
2464-0000	National Ave Water Treatment Plant Equipment End-of-Life Replacement **	\$ 300,000	\$ 9,367	\$ -	\$ 309,367	\$ 355,901	\$ 211,286	\$ (257,820)				
2465-0000	Trout Fire Protection Water Infrastructure**		1,709,954		1,709,954	1,754,192	-	(44,238)	(44,238)	C	G	1,250,000 73%
2562-0000	Smart Metering Infrastructure Improvements	800,000	299,147		1,099,147	827,691	216,296	55,160			G	500,000 45%
2660-0000	State Route 28 Adjust Structures - Water	21,000			21,000	-	-	21,000				
2661-0000	Brook and Salmon Drinking Water and Fire Protection	50,000			50,000	53,490	1,835,656	(1,839,146)				
2662-0000	Speckled Service Replacements	375,000	(1,343)		373,657	342,333	22,321	9,003				
2663-0000	Water System Consolidation	200,000			200,000	18,078	112,087	69,835			G	75,000 38%
2664-0000	Zone 2 to Zone 1 Pressure Reducing Valve Connection	100,000			100,000	63,573	44,489	(8,062)			G	50,000 50%
2670-0000	Water PS Mechanical and Electrical Improvements	85,000			85,000	80,714	-	4,286	4,286	C		
2671-0000	Water Facility Improvements	85,000			85,000	69,174	81,058	(65,232)				
<b>Total Water Purchases</b>		<b>\$ 2,016,000</b>	<b>\$ 2,017,125</b>	<b>\$ -</b>	<b>\$ 4,033,125</b>	<b>\$ 3,565,146</b>	<b>\$ 2,523,194</b>	<b>\$ (2,055,215)</b>	<b>\$ (39,952)</b>			<b>\$ 1,875,000</b>
<b>Recreation and Parks</b>												
2040-0PLC	Wayfinding and Destination Signage Project *		\$ 129,218	\$ -	\$ 129,218	\$ 34,711	\$ -	\$ 94,507	\$ 94,507	C	G	\$ 136,141 105%
2192-0000	NTEC Emergency Generator *	40,000	226,528		266,528	277,023	-	(10,495)			G	360,415 135%
2284-0000	NTEC Architectural Planning Study *		14,702		14,702	-	-	14,702				
2484-0000	NTRP Multi-Purpose Trail Connection	2,000,000	(46,527)		1,953,473	2,103,059	-	(149,586)	(149,586)	C	G	1,502,505 77%
2486-0000	Pickleball Plaza Improvements *	250,000	(47,613)		202,387	110,184	-	92,203	92,203	C	G	285,000 141%
2580-0000	Secline Beach Enhancement Project *	210,000	15,352		225,352	102,675	211,763	(89,086)			G	330,000 146%
2581-0000	Regional Park Parking Management	150,000	17,051		167,051	31,788	38,813	96,450				
2591-0000	NTEC - Bathroom Remodel	350,000	6,186	60,000	416,186	482,622	8,509	(74,945)	(74,945)	C		
2680-0000	Pinedrop Trail Reconstruction (Design)	150,000	(46,772)		103,228	122,255	-	(19,027)	(19,027)	C	G	100,000 97%
2682-0000	Park Facility Improvements	60,000			60,000	57,973	-	2,027				
2690-0000	NTEC - Furnishings, Fixtures and Building Improvements	50,000			50,000	41,312	-	8,688				
2691-0000	NTEC - Lakeview Lighting	60,000	-	(60,000)	-	-	-	-	-	C		
2780-0000	Pam Emmerich Pinedrop Trail Reconstruction	-	-		-	4,858	321,982	(326,840)			G	200,000
2781-0000	Snow Creek Trail Design and Construction	-	-		-	4,268	265,598	(269,866)			G	200,000
<b>Total Recreation and Parks Purchases</b>		<b>\$ 3,320,000</b>	<b>\$ 268,125</b>	<b>\$ -</b>	<b>\$ 3,588,125</b>	<b>\$ 3,372,727</b>	<b>\$ 846,664</b>	<b>\$ (631,266)</b>	<b>\$ (56,847)</b>			<b>\$ 3,114,061</b>
*	Project carry-over from Prior Year											
**	Multi-year encumbrance - on 5 year CIP											
#	Non-grant cost reimbursement											
<b>Administration &amp; Base</b>												
		\$ 580,000	\$ 85,631	\$ -	\$ 665,631	\$ 652,035	\$ 1,274,582	\$ (1,260,986)	\$ (9,434)			\$ -
<b>Fleet</b>												
		401,000	-	-	401,000	158,486	750,357	(507,843)	(753)			-
<b>Wastewater</b>												
		1,790,000	250,207	-	2,040,207	639,268	1,798,733	(397,794)	31,696			-
<b>Water</b>												
		2,016,000	2,017,125	-	4,033,125	3,565,146	2,523,194	(2,055,215)	(39,952)			1,875,000
<b>Recreation and Parks</b>												
		3,320,000	268,125	-	3,588,125	3,372,727	846,664	(631,266)	(56,847)			3,114,061
<b>Total Capital Expenditures</b>		<b>\$ 8,107,000</b>	<b>\$ 2,621,088</b>	<b>\$ -</b>	<b>\$ 10,728,088</b>	<b>\$ 8,387,663</b>	<b>\$ 7,193,529</b>	<b>\$ (4,853,104)</b>	<b>\$ (75,291)</b>			<b>\$ 4,989,061</b>

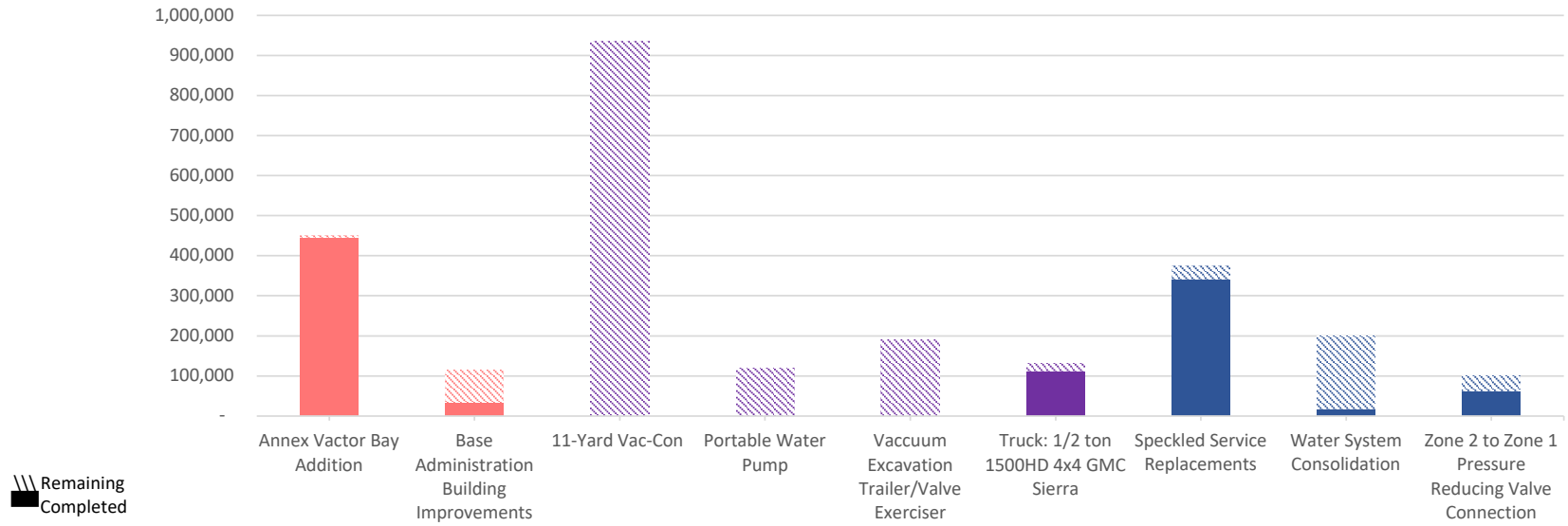
### Multi-Year Capital Projects \$1M and Above



### Multi-Year Capital Projects under \$1M



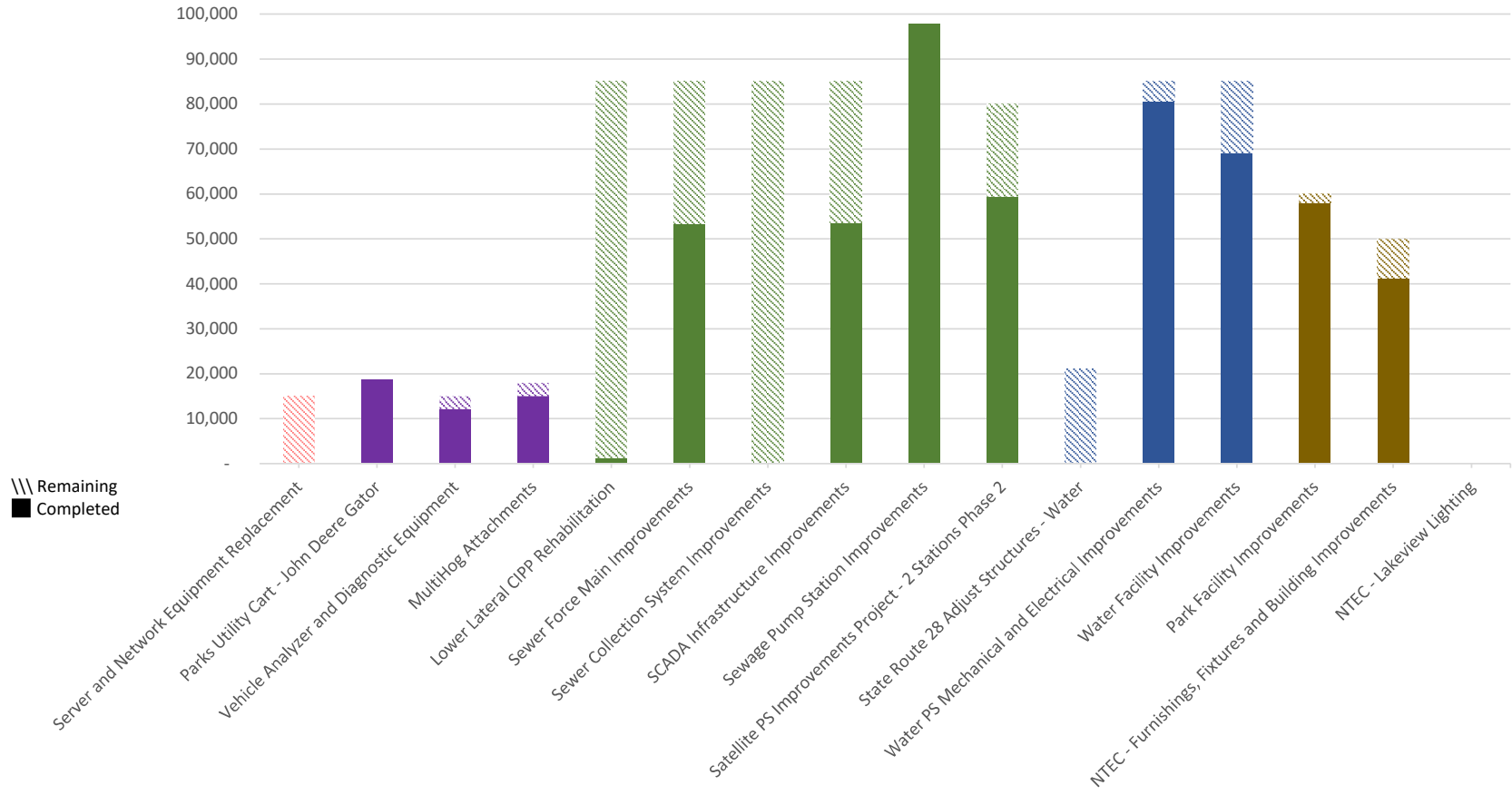
### FY 25-26 Capital Projects \$100,000 and Above



Completed  
 Remaining

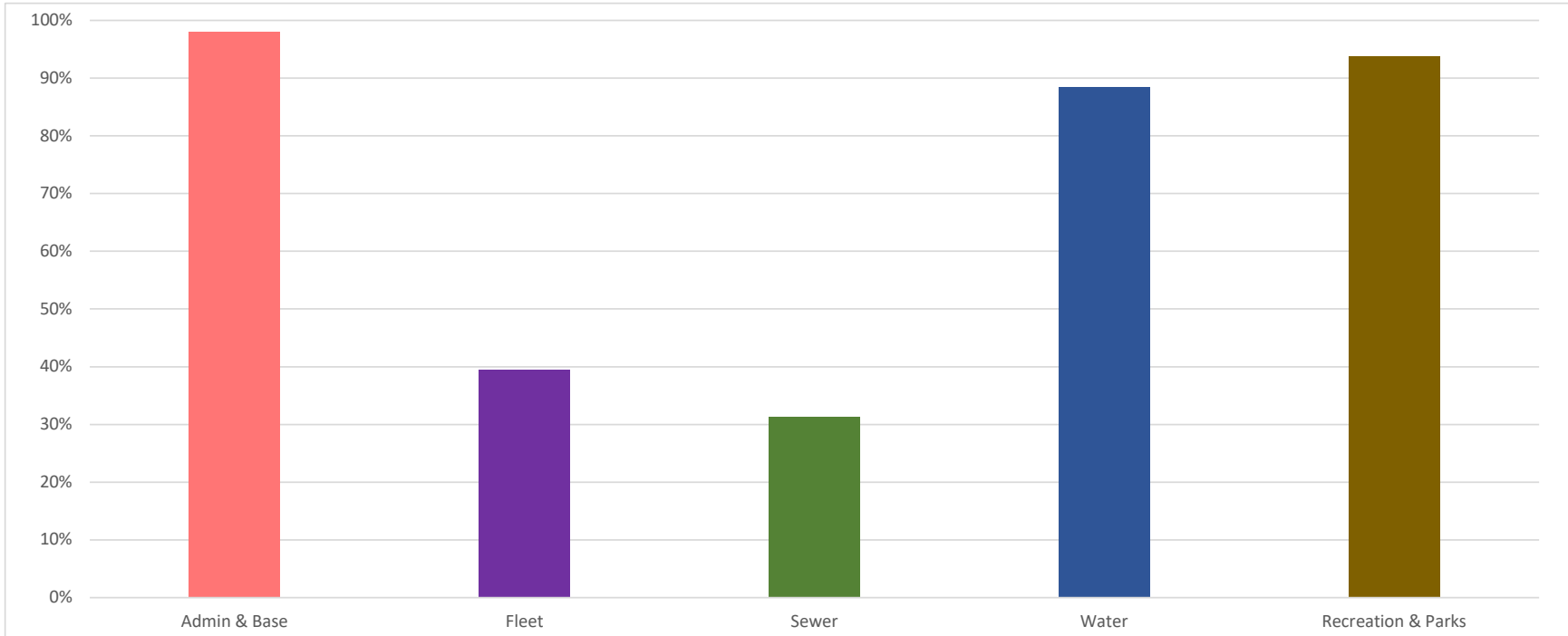
\*\* Multi-year encumbrance

FY 25-26 Capital Projects under \$100,000



### Capital Projects Expended by Enterprise as % of Current Year Budget for Enterprise

Budget      \$    665,631                      \$    401,000                      \$    2,040,207                      \$    4,033,125                      \$    3,588,125





**Consolidated Balance Sheet**  
**For the Period Ended May 31, 2026**

	Current Month	Prior Month	FYE 2025
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash & Cash Equivalents	\$ 15,663,883	\$ 13,031,598	\$ 12,623,130
Investments	(3,532)	(3,532)	199,468
Due (To)/From Other Fund	-	-	-
Accounts Receivable	834,755	2,976,340	1,598,083
Inventory	239,897	239,897	239,897
Deposits and Prepaid Expenses	520,374	583,490	558,980
<b>Total Current Assets</b>	<b>\$ 17,255,377</b>	<b>\$ 16,827,794</b>	<b>\$ 15,219,558</b>
<b>Restricted Assets</b>			
Cash & Cash Equivalents	\$ 483,185	\$ 483,185	\$ 483,185
Accounts Receivable	225,914	192,629	872,882
Deposits and Prepaid Expenses	-	-	-
<b>Total Restricted Assets</b>	<b>\$ 709,099</b>	<b>\$ 675,814</b>	<b>\$ 1,356,067</b>
<b>Non-Current Assets</b>			
Subscription Asset	\$ 418,707	\$ 418,707	\$ 418,707
Accumulated Amortization	(210,054)	(210,054)	(210,054)
<b>Net Subscription Asset (New GASB 96)</b>	<b>\$ 208,654</b>	<b>\$ 208,654</b>	<b>\$ 208,654</b>
<b>Property, Plant &amp; Equipment</b>			
Work in Process	\$ 5,907,994	\$ 5,701,246	\$ 3,306,010
Land	7,123,368	7,123,368	7,123,368
Property Rights	15,237	15,237	15,237
Buildings and Improvements	35,630,738	35,088,731	32,163,478
Vehicles and Equipment	9,518,607	9,518,607	9,375,128
Furniture and Office Equipment	2,086,049	2,086,049	2,086,049
Water System	53,779,755	53,779,755	51,660,914
Sewer System	43,390,123	43,336,819	43,336,819
Subtotal - Property, Plant & Equipment	157,451,871	156,649,813	149,067,004
Accumulated Depreciation	(79,322,604)	(78,994,221)	(75,836,758)
<b>Net Property, Plant &amp; Equipment</b>	<b>\$ 78,129,267</b>	<b>\$ 77,655,592</b>	<b>\$ 73,230,246</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 2,432,093</b>	<b>\$ 2,432,093</b>	<b>\$ 2,432,093</b>
<b>TOTAL ASSETS &amp; DEFERRED OUTFLOWS</b>	<b>\$ 98,734,490</b>	<b>\$ 97,799,947</b>	<b>\$ 92,446,617</b>



**Consolidated Balance Sheet**  
**For the Period Ended May 31, 2026**

	Current Month	Prior Month	FYE 2025
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			
Accounts Payable	\$ 747,303	\$ 194,262	\$ 1,280,165
Deferred Revenue	500,618	456,242	347,350
Compensated Absences Payable	1,034,552	1,022,972	957,825
Accrued Liabilities	771,822	727,696	761,713
Current Portion of Long-Term Debt	86,466	86,466	519,530
	<u>3,140,761</u>	<u>2,487,638</u>	<u>3,866,584</u>
<b>Current Liabilities (Payable from Restricted Assets)</b>			
Deferred Grant Revenue	\$ 35,000	\$ 35,000	\$ 35,000
Accounts Payable	-	-	-
<b>Total Current Liabilities</b>	<b>\$ 3,175,761</b>	<b>\$ 2,522,638</b>	<b>\$ 3,901,584</b>
<b>Non-Current Liabilities</b>			
Long-Term Debt, Net of Current Portion	\$ 72,408	\$ 72,408	\$ 72,408
Net Pension Liability	(15,886)	(15,886)	(15,886)
<b>Total Long Term Liabilities</b>	<b>\$ 56,522</b>	<b>\$ 56,522</b>	<b>\$ 56,522</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>	<b>\$ 321,529</b>	<b>\$ 321,529</b>	<b>\$ 321,529</b>
<b>NET POSITION</b>			
Net Investment in Capital Assets (Net of Debt)	\$ 78,179,046	\$ 77,705,372	\$ 72,846,961
Debt Services	445,936	445,936	445,936
Net Restricted Assets	709,099	675,814	1,356,067
Unrestricted	8,832,900	9,339,860	8,520,573
Current Year Income / (Loss)	7,013,696	6,732,276	4,997,444
<b>Balance</b>	<b>\$ 95,180,677</b>	<b>\$ 94,899,258</b>	<b>\$ 88,166,982</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS &amp; FUND BALANCE</b>	<b>\$ 98,734,490</b>	<b>\$ 97,799,947</b>	<b>\$ 92,446,617</b>

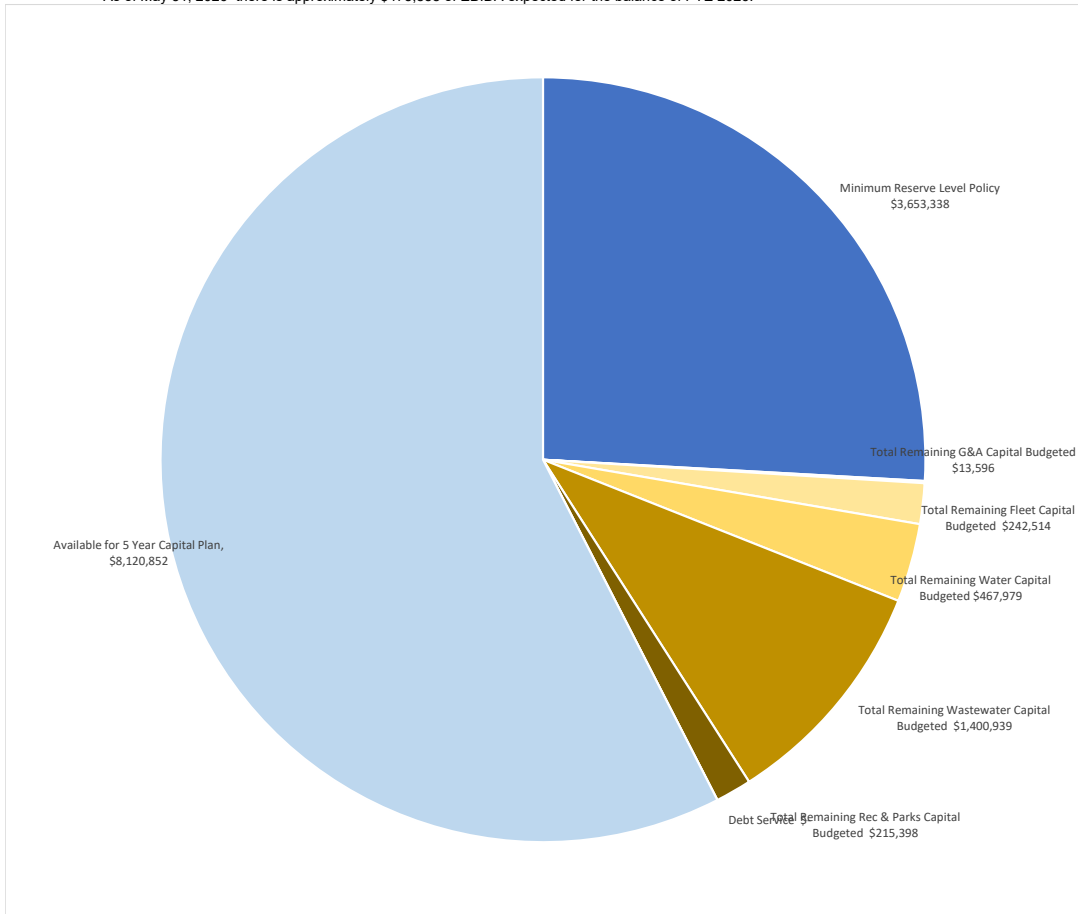
**NTPUD (consolidated)**  
**Statement of Cash Flows**  
**For the Period Ended May 31, 2026**  
(In Thousands)

	<u>Current Month</u>	<u>Year-to Date</u>
<b>Operating Activities</b>		
Net Income (Loss)	\$281,418	\$7,013,695
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	328,383	3,485,846
Net changes in operating assets and liabilities:		
(Increase)/Decrease Account Receivables	2,141,585	763,328
(Increase)/Decrease Inventories	-	-
(Increase)/Decrease Deposits & Prepaid expenses	63,117	38,606
(Increase)/Decrease Deferred Outflows	-	-
(Decrease)/Increase Payables & Accrued Liabilities	653,123	(292,759)
(Decrease)/Increase Deferred Grant Revenue	-	-
(Decrease)/Increase in Deferred Inflows	-	-
<b>Net Cash Provided (Used) by operating activities</b>	<b>3,467,626</b>	<b>11,008,716</b>
<b>Investing Activities</b>		
Change in Restricted Assets	(33,285)	646,968
Change in Subscription Assets	-	-
Net Purchases of property, plant and equipment	(802,058)	(8,384,867)
<b>Net Cash Provided (Used) by investing activities</b>	<b>(835,343)</b>	<b>(7,737,899)</b>
<b>Financing Activities</b>		
Change in Capital Loan	-	(433,064)
Change in Net Pension Liability	-	-
<b>Net Cash Provided (Used) by financing activities</b>	<b>-</b>	<b>(433,064)</b>
<b>Net increase/(decrease) in cash and cash equivalents</b>	<b>2,632,283</b>	<b>2,837,753</b>
<b>Cash and Equivalents at beginning of period</b>	<b>13,028,066</b>	<b>12,822,598</b>
<b>Cash and Equivalents at end of period</b>	<b>15,660,350</b>	<b>\$15,660,351</b>

**North Tahoe Public Utility District  
As Of 5/31/2026**

Total Reserve Funds of \$14,114,615 of which \$3,653,338 is Restricted as Minimum Reserve

**NOTE:** This schedule reflects the Net Assets Available as of a point in time. In particular, it assumes that all the budgeted capital expenditures schedule for FYE 2026 will happen despite only granting consideration for EBIDA through 11/30. As of May 31, 2026 there is approximately \$475,858 of EBIDA expected for the balance of FYE 2026.



Changes in Reserves from Prior Month	
Minimum Reserve	\$ -
Debt Service	-
Future Capital	552,929
Capital	(778,470)
<b>Total</b>	<b>\$ (225,540)</b>

Total Remaining Capital Budgeted is in reference to current year budget



**Trended by Month  
Statement of Revenues and Expenses  
For the Period Ended May 31, 2026**

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Expected	Budgeted	Variance
Income Statement	July	August	September	October	November	December	January	February	March	April	May	June	Total	Total		
<b>1 Operations</b>																
2 Operating Revenue	\$ 1,258,289	\$ 1,219,425	\$ 1,154,621	\$ 1,116,121	\$ 937,865	\$ 930,286	\$ 954,306	\$ 947,821	\$ 943,140	\$ 1,041,045	\$ 1,047,567	\$ 1,160,155	\$ 12,710,641	\$ 12,565,187	\$ 145,454	
3 Internal Revenue	20,625	12,605	12,233	16,021	19,757	20,419	10,926	15,600	15,289	15,088	16,916	20,042	195,521	213,550	(18,029)	
4 Total Operating Revenue	\$ 1,278,914	\$ 1,232,030	\$ 1,166,854	\$ 1,132,142	\$ 957,622	\$ 950,705	\$ 965,232	\$ 963,421	\$ 958,429	\$ 1,056,133	\$ 1,064,483	\$ 1,180,197	\$ 12,906,162	\$ 12,778,737	\$ 127,425	
5																
6 Salaries and Wages	\$ (593,844)	\$ (515,869)	\$ (531,202)	\$ (542,334)	\$ (463,246)	\$ (513,217)	\$ (530,046)	\$ (476,131)	\$ (501,252)	\$ (493,626)	\$ (523,353)	\$ (537,635)	\$ (6,221,755)	\$ (6,460,771)	\$ 239,016	
7 Employee Benefits	(240,608)	(230,129)	(258,228)	(233,387)	(225,097)	(227,030)	(278,983)	(249,209)	(258,811)	(261,447)	(256,886)	(279,154)	(2,998,969)	(3,260,331)	261,362	
8 Outside Services/Contractual	(162,395)	(116,424)	(152,164)	(132,960)	(143,106)	(83,627)	(125,240)	(124,172)	(130,189)	(159,981)	(137,865)	(34,527)	(1,502,650)	(1,622,828)	120,178	
9 Utilities	(94,543)	(70,859)	(70,356)	(67,069)	(76,426)	(58,623)	(70,958)	(73,350)	(85,017)	(70,769)	(70,389)	(81,112)	(889,471)	(957,646)	68,175	
10 Other Operating Expenses	(153,182)	(106,219)	(126,851)	(143,360)	(85,772)	(134,966)	(104,416)	(110,077)	(120,890)	(140,843)	(137,733)	(107,228)	(1,471,537)	(1,754,083)	282,546	
11 Insurance	(41,236)	(41,236)	(42,919)	(41,236)	(41,236)	(41,236)	(41,236)	(41,236)	(40,611)	(50,205)	(52,789)	(50,297)	(525,473)	(521,363)	(4,110)	
12 Internal Expense	(20,625)	(12,605)	(12,233)	(16,021)	(19,757)	(20,419)	(10,926)	(15,600)	(15,289)	(15,088)	(16,916)	(20,042)	(195,521)	(213,550)	18,029	
13 Debt Service	(1,426)	(1,426)	(720)	(720)	(720)	(720)	(720)	706	-	-	-	(20,000)	(25,746)	(25,744)	(2)	
14 Depreciation	(309,083)	(309,083)	(309,083)	(311,281)	(309,690)	(311,241)	(313,108)	(333,377)	(325,759)	(325,759)	(328,383)	(500,648)	(3,986,495)	(4,309,313)	322,818	
15 Total Operating Expense	\$ (1,616,942)	\$ (1,403,850)	\$ (1,503,756)	\$ (1,488,368)	\$ (1,365,050)	\$ (1,391,079)	\$ (1,475,633)	\$ (1,422,446)	\$ (1,477,818)	\$ (1,517,718)	\$ (1,524,314)	\$ (1,630,643)	\$ (17,817,617)	\$ (19,125,629)	\$ 1,308,012	
16																
17 Operating Income(Loss)	\$ (338,028)	\$ (171,820)	\$ (336,902)	\$ (356,226)	\$ (407,428)	\$ (440,374)	\$ (510,401)	\$ (459,025)	\$ (519,389)	\$ (461,585)	\$ (459,831)	\$ (450,446)	\$ (4,911,455)	\$ (6,346,892)	\$ 1,435,437	
18																
19 Non-Operations																
20 Property Tax Revenue	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 7,500,000	\$ 7,500,000	\$ -	
21 Community Facilities District (CFD 94-1)	59,544	59,544	59,544	59,544	59,544	59,544	59,544	59,544	59,544	59,544	59,544	60,837	715,821	730,000	(14,179)	
22 Grant Revenue	-	918,197	1,190,676	552,853	294,359	194,805	19,222	11,586	22,064	13,635	33,285	-	3,250,682	3,675,250	(424,568)	
23 Interest	34,470	28,633	25,228	20,713	18,106	18,478	18,662	27,221	31,095	30,570	33,892	10,000	297,068	200,000	97,068	
24 Other Non-Op Revenue	7,900	8,042	10,305	8,326	8,500	52,082	8,151	8,151	10,620	12,728	8,151	8,151	151,107	97,448	53,659	
25 Capital Contribution	-	-	-	-	-	-	-	-	422,500	-	-	-	422,500	-	422,500	
26 Other Non-Op Expenses	(9,874)	(20,700)	(11,991)	(11,284)	(14,082)	(11,284)	(24,099)	(11,464)	(11,494)	(13,602)	(18,623)	(298,333)	(456,830)	(390,000)	(66,830)	
27 Income(Loss)	\$ 379,012	\$ 1,446,896	\$ 1,561,860	\$ 898,926	\$ 583,999	\$ 498,251	\$ 196,079	\$ 261,013	\$ 639,940	\$ 266,290	\$ 281,418	\$ (44,791)	\$ 6,968,893	\$ 5,465,806	\$ 1,503,087	
28																
29 Additional Funding Sources																
30 Allocation of Non-Operating Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
31 Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
32 Balance	\$ 379,012	\$ 1,446,896	\$ 1,561,860	\$ 898,926	\$ 583,999	\$ 498,251	\$ 196,079	\$ 261,013	\$ 639,940	\$ 266,290	\$ 281,418	\$ (44,791)	\$ 6,968,893	\$ 5,465,806	\$ 1,503,087	
Operating Income	\$ (338,028)	\$ (171,820)	\$ (336,902)	\$ (356,226)	\$ (407,428)	\$ (440,374)	\$ (510,401)	\$ (459,025)	\$ (519,389)	\$ (461,585)	\$ (459,831)	\$ (450,446)	\$ (4,911,455)	\$ (6,346,892)	\$ 1,435,437	
Net Income(Loss)	\$ 379,012	\$ 1,446,896	\$ 1,561,860	\$ 898,926	\$ 583,999	\$ 498,251	\$ 196,079	\$ 261,013	\$ 639,940	\$ 266,290	\$ 281,418	\$ (44,791)	\$ 6,968,893	\$ 5,465,806	\$ 1,503,087	
Earnings Before Interest, Depreciation & Amortization	\$ 689,521	\$ 1,757,405	\$ 1,871,663	\$ 1,210,927	\$ 894,409	\$ 810,212	\$ 509,907	\$ 593,684	\$ 965,699	\$ 592,049	\$ 609,801	\$ 475,857	\$ 10,981,134	\$ 9,800,863	\$ 1,180,271	
Operating Ratio	126%	114%	129%	131%	143%	146%	153%	148%	154%	144%	143%	138%	138%	150%	-1026%	
Operating Ratio - plus Tax & CFD	82%	73%	81%	82%	83%	85%	89%	86%	90%	87%	87%	87%	84%	91%	-1155%	
Debt Service Coverage Ratio	265.79	1,014.65	2,169.25	1,248.51	811.11	692.02	272.33	(369.71)				(2.24)	270.68	212.31	751,543.50	



**Consolidated Balance Sheet  
For the Period Ended May 31, 2026**

**Division Balance Sheet  
For the Period Ended May 31, 2026**

	Wastewater	Water	Recreation & Parks	Fleet & Equipment	General & Administrative and Base	Total
<b>ASSETS</b>						
<b>Current Assets</b>						
Cash & Cash Equivalents	\$ -	\$ -	\$ 2,627	\$ -	\$ 15,661,257	\$ 15,663,883
Investments	-	-	-	-	(3,532)	(3,532)
Due (To)/From Other Fund	2,011,913	1,560,643	1,771,274	510,182	(5,854,012)	-
Accounts Receivable	79,288	145,057	(20,661)	-	631,071	834,755
Inventory	239,897	-	-	-	-	239,897
Deposits and Prepaid Expenses	-	-	47,603	-	472,771	520,374
<b>Total Current Assets</b>	<b>\$ 2,331,098</b>	<b>\$ 1,705,700</b>	<b>\$ 1,800,843</b>	<b>\$ 510,182</b>	<b>\$ 10,907,554</b>	<b>\$ 17,255,377</b>
<b>Restricted Assets</b>						
Cash & Cash Equivalents	\$ -	\$ -	\$ -	\$ -	\$ 483,185	\$ 483,185
Accounts Receivable	-	20,948	197,366	-	7,600	225,914
Deposits and Prepaid Expenses	-	-	-	-	-	-
<b>Total Restricted Assets</b>	<b>\$ -</b>	<b>\$ 20,948</b>	<b>\$ 197,366</b>	<b>\$ -</b>	<b>\$ 490,785</b>	<b>\$ 709,099</b>
<b>Non-Current Assets</b>						
Subscription Asset	\$ -	\$ -	\$ -	\$ -	\$ 418,707	\$ 418,707
Accumulated Amortization	-	-	-	-	(210,054)	(210,054)
<b>Net Subscription Asset (New GASB 96)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 208,654</b>	<b>\$ 208,654</b>
<b>Property, Plant &amp; Equipment</b>						
Work in Process	\$ 976,748	\$ 2,894,420	\$ 1,266,416	\$ 15,008	\$ 755,401	\$ 5,907,994
Land	86,310	772,058	6,265,000	-	-	7,123,368
Property Rights	7,237	8,000	-	-	-	15,237
Buildings and Improvements	8,281,806	-	26,790,742	-	558,190	35,630,738
Vehicles and Equipment	5,806,355	285,750	817,577	2,608,925	-	9,518,607
Furniture and Office Equipment	925,994	35,919	890,500	-	233,637	2,086,049
Water System	-	53,779,755	-	-	-	53,779,755
Sewer System	43,390,123	-	-	-	-	43,390,123
Subtotal - Property, Plant & Equipment	59,474,573	57,775,903	36,030,235	2,623,932	1,547,228	157,451,871
Accumulated Depreciation	(37,198,620)	(25,168,984)	(15,544,518)	(1,220,618)	(189,863)	(79,322,604)
<b>Net Property, Plant &amp; Equipment</b>	<b>\$ 22,275,954</b>	<b>\$ 32,606,918</b>	<b>\$ 20,485,717</b>	<b>\$ 1,403,314</b>	<b>\$ 1,357,365</b>	<b>\$ 78,129,267</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 238,495</b>	<b>\$ 496,652</b>	<b>\$ 407,214</b>	<b>\$ 31,263</b>	<b>\$ 1,258,469</b>	<b>\$ 2,432,093</b>
<b>TOTAL ASSETS &amp; DEFERRED OUTFLOWS</b>	<b>\$ 24,845,547</b>	<b>\$ 34,830,218</b>	<b>\$ 22,891,140</b>	<b>\$ 1,944,759</b>	<b>\$ 14,222,826</b>	<b>\$ 98,734,490</b>



**Consolidated Balance Sheet**  
For the Period Ended May 31, 2026

Division Balance Sheet  
For the Period Ended May 31, 2026

	Wastewater	Water	Recreation & Parks	Fleet & Equipment	General & Administrative and Base	Total
<b>LIABILITIES</b>						
<b>Current Liabilities</b>						
Accounts Payable	\$ 205,483	\$ 236,925	\$ 38,790	\$ 27,594	\$ 238,511	\$ 747,303
Deferred Revenue	-	-	500,618	-	-	500,618
Compensated Absences Payable	-	-	-	-	1,034,552	1,034,552
Accrued Liabilities	-	-	8,620	-	763,202	771,822
Current Portion of Long-Term Debt	-	-	-	-	86,466	86,466
	205,483	236,925	548,028	27,594	2,122,731	3,140,761
<b>Current Liabilities (Payable from Restricted Assets)</b>						
Deferred Grant Revenue	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ 35,000
Accounts Payable	-	-	-	-	-	-
<b>Total Current Liabilities</b>	<b>\$ 205,483</b>	<b>\$ 236,925</b>	<b>\$ 583,028</b>	<b>\$ 27,594</b>	<b>\$ 2,122,731</b>	<b>\$ 3,175,761</b>
<b>Non-Current Liabilities</b>						
Long-Term Debt, Net of Current Portion	\$ -	\$ -	\$ -	\$ -	\$ 72,408	\$ 72,408
Net Pension Liability	(154,445)	1,169	(31,141)	(22,127)	190,658	(15,886)
<b>Total Long Term Liabilities</b>	<b>\$ (154,445)</b>	<b>\$ 1,169</b>	<b>\$ (31,141)</b>	<b>\$ (22,127)</b>	<b>\$ 263,066</b>	<b>\$ 56,522</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>	<b>\$ 76,216</b>	<b>\$ 72,438</b>	<b>\$ 64,383</b>	<b>\$ 12,136</b>	<b>\$ 96,356</b>	<b>\$ 321,529</b>
<b>NET POSITION</b>						
Net Investment in Capital Assets (Net of Debt)	\$ 22,275,954	\$ 32,606,918	\$ 20,485,717	\$ 1,403,314	\$ 1,407,144	\$ 78,179,046
Debt Services	-	445,936	-	-	-	445,936
Net Restricted Assets	-	20,948	197,366	-	490,785	709,099
Unrestricted	2,859,173	(1,567,978)	(1,017,876)	355,215	8,204,366	8,832,900
Current Year Income / (Loss)	(416,833)	3,013,862	2,609,663	168,627	1,638,377	7,013,696
<b>Balance</b>	<b>\$ 24,718,294</b>	<b>\$ 34,519,686</b>	<b>\$ 22,274,870</b>	<b>\$ 1,927,156</b>	<b>\$ 11,740,672</b>	<b>\$ 95,180,677</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS &amp; FUND BALANCE</b>	<b>\$ 24,845,547</b>	<b>\$ 34,830,218</b>	<b>\$ 22,891,140</b>	<b>\$ 1,944,759</b>	<b>\$ 14,222,826</b>	<b>\$ 98,734,490</b>

## Grant Revenue

Account Number	Description													Over(Under)	
		Budget	July	August	September	October	November	December	January	February	March	April	May	YTD Total	Total Budget for Project
31-5030-3435	Water	1,622,750	-	-	1,186,000	-	-	436,750	-	-	-	-	-	1,622,750	-
43-4300-3435	Recreation	330,000	-	-	227,500	-	-	102,500	-	-	-	-	-	330,000	-
43-4310-3435	NTRP	1,722,500	-	-	986,250	-	-	736,250	-	-	-	-	-	1,722,500	-
43-4600-3435	TVRA	-	-	-	-	-	-	-	-	-	-	-	-	-	-
51-5100-3435	NTEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2192 - FEMA	FEMA Emergency Generator NTEC	250,000	-	-	17,426	-	-	127,701	-	-	-	-	-	145,127	(104,656)
2192 - GMGT	FEMA Emergency Generator NTEC	-	-	-	144	-	-	73	-	-	-	-	-	217	46,712
2486 - PTOT	Community Arts Gathering Space/Pickleball Plaza	250,000	-	46,495	-	-	-	-	-	-	-	-	-	46,495	(203,505)
2580 - TBID	Secline Beach Enhancement TBID Grant	-	-	13,676	(6,118)	1,740	-	2,070	19,222	1,280	-	9,844	6,952	48,666	48,666
2484 - PLAC	NTRP Multi Purpose Trail Ext - Placer TOT DESIGN	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2484 - PLA2	NTRP Multi Purpose Trail Ext - Placer TOT CONSTRUCTION	472,500	-	-	-	472,500	-	-	-	-	-	-	-	472,500	-
2484 - HCFG	NTRP Multi Purpose Trail Ext - State of CA HCFG	1,000,000	-	198,765	775,127	36,465	-	-	-	-	-	-	-	1,010,357	10,357
2465 - EPAG	2025 Waterline Replacement - EPA Grant	1,250,000	-	544,864	351,600	-	184,576	-	-	-	-	-	-	1,081,040	(168,960)
2562 - WEEG	SmartMetering Infrastructure Improvements	372,750	-	114,397	44,850	30,664	26,190	-	-	-	-	-	20,948	237,049	(135,701)
	Over(Under) Budget	(80,000)	-	918,197	(1,216,721)	541,369	210,766	(1,145,656)	19,222	1,280	-	9,844	27,900	(303,799)	-
<b>Unbudgeted</b>															
2040 - OPLC	Wayfinding and Destination Signage	-	-	-	-	-	83,593	-	-	-	-	-	-	83,593	83,593
2663 - PCWA	Water System Consolidation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2664 - PCWA	Zone 1 and Zone 2 PRV	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2580 - CTCG	Secline Beach - California Conservancy	-	-	-	7,648	12,161	-	-	-	550	550	1,150	5,386	27,444	27,444
1623 - GRNT	Wayfinding Signage - Correcting Entry Closed	-	-	-	-	(677)	-	-	-	-	-	-	-	(677)	(677)
2680 - PLAC	Pam E Trail Reconstruction and Extension	-	-	-	-	-	-	64,961	-	9,756	21,514	2,641	-	98,871	98,871
	Over(Under) Budget	-	-	-	7,648	11,484	83,593	64,961	-	10,306	22,064	3,791	5,386	209,231	-
<b>Total Budgeted Grant Revenue</b>		<b>3,675,250</b>	<b>-</b>	<b>-</b>	<b>2,399,750</b>	<b>-</b>	<b>-</b>	<b>1,275,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,675,250</b>	<b>-</b>
<b>Total Grant Revenue Recognized</b>		<b>-</b>	<b>-</b>	<b>918,197</b>	<b>1,190,676</b>	<b>552,853</b>	<b>294,359</b>	<b>194,805</b>	<b>19,222</b>	<b>11,586</b>	<b>22,064</b>	<b>13,635</b>	<b>33,285</b>	<b>3,250,682</b>	<b>-</b>
<b>Over(Under) Planned Grant Revenue</b>		<b>-</b>	<b>-</b>	<b>918,197</b>	<b>(1,209,074)</b>	<b>552,853</b>	<b>294,359</b>	<b>(1,080,695)</b>	<b>19,222</b>	<b>11,586</b>	<b>22,064</b>	<b>13,635</b>	<b>33,285</b>	<b>(424,568)</b>	<b>-</b>

## Grant Schedule

PM #	Grantor	Name of Grant	Match	Items	Grant Award	7/1/2025	6/30/2025	FY26	FY26	FY26	FYE 26	6/30/2026	Project Closure -	6/30/2026
						Remaining Award	Receivable / (Liability)	New Grant Award	Grant Revenue (Recognition)	Award Receipts (Payments)	Corrections	Receivable / (Liability)	Award Release	Remaining Award
2486-TAHF	Tahoe Fund	Community Arts Space - Pickleball Plaza	\$ -	Tahoe Fund	\$ 35,000.00	\$ 35,000.00	\$ -					\$ -		\$ 35,000.00
2486-PLAC	Placer County	Community Arts Space - Pickleball Plaza	\$ 35,000.00	Placer TOT	\$ -	\$ -	\$ -					\$ -		\$ 65,000.00
2552-WEEG	Bureau of Rec	WaterSmart Grants Bureau of Reclamation	\$ 1,140,081.00	Dept of Interior/B of Rec	\$ 500,000.00	\$ 256,733.65	\$ 243,266.35	\$ 65,000.00	\$ -	\$ -		\$ -		\$ 19,685.02
2580-CTCG	California Conservancy	Secline Beach Enhancement Project		CTC Funds	\$ 90,000.00	\$ 90,000.00	\$ -		\$ 237,048.63	\$ 459,367.45		\$ 20,947.53		\$ 19,685.02
2580-TBID	NLTRA, North Tahoe Comm	Secline Beach Enhancement Project	60000 - over 3 yrs	TBID Funds/3 years	\$ 240,000.00	\$ 168,031.60	\$ 37,123.00		\$ 27,444.25			\$ 27,444.25		\$ 62,555.75
2661-PCWA	Placer Co Water Agency	Fulton & Dollar Intertie #1		PCWA FAP Award	\$ 50,000.00	\$ 50,000.00	\$ -		\$ 48,666.00	\$ 48,491.00		\$ 37,298.00		\$ 119,365.60
2663-PCWA	Placer Co Water Agency	NTPUD, AB and FW System Consolidation	\$ -	PCWA FAP Award	\$ 75,000.00	\$ 75,000.00	\$ -					\$ -		\$ 50,000.00
2664-PCWA	Placer Co Water Agency	Tahoe Main System Zone 1/2 PRV	\$ -	PCWA FAP Award	\$ 50,000.00	\$ 50,000.00	\$ -					\$ -		\$ 75,000.00
2680-PLAC	Placer County	NTRP Multi Purpose Trail Connections	\$ 25,000.00	Placer Co TOT Funds/NTCOAB	\$ 91,361.50	\$ 91,361.50	\$ -		\$ 98,871.20			\$ 98,871.20	\$ 7,509.70	\$ 50,000.00
2780-PLAC	Placer County	Pain E Trail Reconstruction and Design	\$ 50,000.00	Placer Co TOT Funds/NTCOAB	\$ 200,000.00	\$ 200,000.00	\$ -					\$ -		\$ (0.00)
2781-PLAC	Placer County	Snow Creek Trail Design and Construction	\$ 50,000.00	Placer Co TOT Funds/NTCOAB	\$ 200,000.00	\$ 200,000.00	\$ -					\$ -		\$ 200,000.00
2762-PCWA	Placer Co Water Agency	Fulton & Dollar Intertie #2		PCWA FAP Award	\$ 53,000.00	\$ 53,000.00	\$ -					\$ -		\$ 53,000.00
2762-PCWA #2	Placer Co Water Agency	Agate - Carnelian Woods Intertie #1		PCWA FAP Award	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00				\$ -		\$ 50,000.00
<b>Project Completed and/or Still Awaiting Final Payment</b>														
2192-FEMA	FEMA	NTEC Emergency Generator Mitigation	\$ 115,138.25	Hazard Mitigation Program	\$ 345,414.75	\$ 145,126.97	\$ 147,423.43		\$ 145,126.97	\$ 256,915.92		\$ 35,634.48		\$ -
2192-MGMT	FEMA	NTEC Emergency Generator Mitigation	none	Hazard Mitigation Program	\$ 15,000.00	\$ 13,031.00	\$ 483.00		\$ 217.00	\$ 700.00		\$ -		\$ 12,814.00
<b>Completed and on Fixed Assets</b>														
1623-0000/GRNT	NLTRA	Wayfinding Signage		Placer Co TOT Funds	\$ 135,000.00	\$ 8,042.42	\$ 47,016.56		\$ (676.99)	\$ 46,339.57		\$ -	\$ (8,719.41)	\$ -
2040-OPLC	Placer County	Wayfinding and Destination Signage	\$ 12,000.00	Placer Co TOT Funds	\$ 136,141.00	\$ 128,034.97	\$ -		\$ 83,592.95	\$ 84,341.06		\$ (748.11)	\$ (44,442.02)	\$ -
2465-EPAG	EPA	2025 Waterline Improvements (Trout)	\$ 312,500.00	EPA	\$ 1,250,000.00	\$ 1,081,040.00	\$ 168,960.00		\$ 1,081,040.00	\$ 1,250,000.00		\$ -		\$ -
2484-PLAC	Placer County	NTRP Multi Purpose Trail Connections	\$ 25,000.00	Placer Co TOT Funds/NTCOAB	\$ 108,638.50	\$ -	\$ 0.00					\$ 0.00		\$ -
2484-HCFG	State Of CA HCF	North Tahoe Trail Access Improvement	\$ 1,029,005.00	Habitat Conservation Fund	\$ 1,029,005.00	\$ 1,010,357.13	\$ 18,647.87		\$ 1,010,357.14	\$ 1,029,005.00		\$ 0.01	\$ 0.01	\$ (0.00)
2484-PLA2	Placer County	NTRP Multi Purpose Trail Connections	\$ 1,610,835.00	Placer Co TOT Funds/NTCOAB	\$ 472,500.00	\$ 472,500.00	\$ -		\$ 472,500.00	\$ 472,500.00		\$ -		\$ -
2486-PTOT	Placer County	Pickleball Plaza/Community Arts Space	\$ 154,817.00	Placer Co TOT Funds/NTCOAB	\$ 250,000.00	\$ 46,494.82	\$ 203,505.18		\$ 46,494.82	\$ 249,990.00		\$ 10.00		\$ 0.00
2279-0000	STPUD Pass Thru	Prop 1			\$ 6,242.37	\$ 6,242.37	\$ (1,143.63)					\$ (1,143.63)	\$ (6,242.37)	\$ -
<b>Closed/on FA Pass Through</b>														
					\$ 5,382,303.12	\$ 4,179,996.43	\$ 865,281.76	\$ 115,000.00	\$ 3,250,681.97	\$ 3,897,650.00	\$ -	\$ 218,313.73		\$ 992,420.37



**NORTH TAHOE  
PUBLIC UTILITY DISTRICT**

**DATE:** July 14, 2026

**ITEM:** H-3b

**FROM:** Finance Department

**SUBJECT:** Treasurer's Report – as of May 31, 2026

**FISCAL ANALYSIS:**

The CFO has reviewed the District's investment portfolio, and its value is reflected in the attached Treasurer's Report.

The District's investments remain in compliance with the Board-approved Investment Policy, with an ongoing emphasis on safety.


As of May 31, 2026, the total bank value of cash and investments was \$16,470,488. Of this amount, \$1,188,767 was restricted. Cash and investments increased by \$2,752,118 during May 2026.

The portfolio meets the guidelines of the Investment policy.

**ATTACHMENTS:** Treasurer's Report as of May 31, 2026.

**REVIEW TRACKING:**

Submitted By:   
Patrick Grimes  
Chief Financial Officer

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

<b>Cash and Investments</b>			
<i>Statement Date</i>	<i>Institution/Account Number</i>	<i>Market Value</i>	<i>Description</i>
<b>Wells Fargo</b>			
05/31/26	xxxxxx7997	4,182,786	General Checking
	xxxxxx8011	-	Payroll
	xxxxxx8003	-	Utility Billing Deposit Account
	xxxxxx8029	-	Event Center Deposit Account
		4,182,786	Total Wells Fargo
<b>Local Agency Investment Fund</b>			
05/31/26	xx-xx-003	43,472	General Investment Account
<b>California CLASS</b>			
05/31/26	xx-xx-0179	10,566,156	General Investment Account
<b>UBS Financial Services Inc.</b>			
05/31/26	xxxxxx29 70	11,145	Cash & Cash Alternatives Balance
	"	453,000	Money Market Instruments
	"	0	Certificates of Deposit
	"	25,162	Mutual Funds
	"		U.S. Government Securities
	"	0	Accrued Interest
		489,307	Total UBS Financial Services Inc.
<b>Total Unrestricted Cash and Investments:</b>		<b>\$15,281,721</b>	

<b>Restricted</b>			
<i>Statement Date</i>	<i>Institution/Account Number</i>	<i>Market Value</i>	<i>Description</i>
<b>Wells Fargo</b>			
05/31/26	xxxxxx8037	\$31,174	FSA
05/31/26	xxxxxx8045	604,497	HRA
05/31/26	xxxxx1157	0	NTBC - BofA Install.Payment Fund
03/31/26	<b>CalPERS 115 Trust</b>	503,364	CalPERS Prefunding of Pension Expense
03/31/26	<b>Tahoe Truckee Community Foundation</b>	49,732	Friends of the Park
<b>Total Restricted Cash and Investments:</b>		<b>\$1,188,767</b>	

<b>Total Cash and Investments:</b>		
<b>Total Cash and Investments:</b>	<b>\$16,470,488</b>	



## NORTH TAHOE PUBLIC UTILITY DISTRICT

**DATE:** July 14, 2026

**ITEM:** H-4

**FROM:** Recreation, Parks, and Facilities Manager

**SUBJECT:** Recreation, Parks, and Facilities Department Report

Across the Recreation and Parks Department world, June is a great time of year to be in the business. No month is more apparent than June that the NTPUD Recreation, Parks and Facility crew does their part to serve North Lake Tahoe by providing exceptional recreation resources. As programs pop-up all over Kings Beach and Tahoe Vista and people take to the beaches and parks, staff responds with service and a smile.

### Parks

- Regular custodial duties, specifically keeping up on trash and restrooms at the NTPUD maintained beaches, were kept up with throughout June.
- Broken irrigation and necessary repairs are a constant battle when the water runs on the fields in summer. The aging infrastructure proves to be an ongoing challenge as staff is regularly finding leaks – a problem that the NTPUD Utility Operations Department is all too familiar with. In May & June there were irrigation repairs on both Field 1 and Field 5.
- Improvements continue within the Community Garden from staff. In the early season, the kid garden was created (sandbox, playhouse, and gardening area), and work has now begun on the bean house – a 24' x 18' enclosed structure that will house cut flowers and tall plants. This is the major project for Parks staff to complete in-house this summer.



- NTPUD conducted 65 field preps for Little League this spring. Prepping a field for a baseball or softball game is time-consuming and challenging, and staff will be working with Little League in the off-season to help streamline this time and resource impact.
- Senior graduation banners were hung and taken down for the North Tahoe High School this May and June. Another time-consuming labor of love, this is a service that NTPUD provides free of cost for the community.
- Activating an overflow parking lot in the upper bench section of the park has helped alleviate parking issues during high volume weekends. The overflow was used in May for the disc golf tournament and Tail Wagger and again in June for the TRUFC soccer tournament.
- Turf repair on ripped seams was completed in June. This year there were over 450 tears, due to the winter climate and heavy equipment on the turf during snow removal.

### Recreation

- The sand volleyball league attracts participation from all over the North shore and brings a unique community of people that NTPUD Recreation does not see in regular programming.
- Tai-Chi, offered every Tuesday at 8 AM on the NTEC patio, also brings a diverse group together to engage in the movement-based mindfulness class.
- While Park staff work on the physical infrastructure at the Community Garden, Recreation staff are increasing participation through the new kid's garden and the weekly programming on Friday mornings. Supervisor Visnyei transports the Boys and Girls Club preschoolers to the Garden on Friday mornings for programming using the BGCNLT multi-passenger van.

### North Tahoe Event Center

- Community events hosted at the North Tahoe Event Center in June include the North Tahoe High School Prom and the Sierra High School graduation.
- June 24-29, NTEC hosted 5 weddings and one fundraiser in a row. On June 26 there were two weddings on the same day! And, for the Recreation Commission on June 25, the Event Center had all three silos filled, with a government meeting, Martial Arts and a wedding all taking place simultaneously.
- There were two Pop-up World Cup viewing parties at NTEC in June, gaining momentum and capturing the excitement of the Cup in Kings Beach.



*Kings Beach kids at the Friday garden programming*



*Participation in Jazzercise is for all ages*



**1st Annual May Meltdown**



**4th Annual May Meltdown**



**2024 Pickle in the Pines - Mixed**



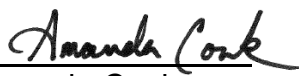
**2026 Pickle in the Pines - Mixed**


*Tournaments in May give a good visual of participation growth over the past 3 years with Recreation programming.*

## Administration

- Parking Management roll out is moving forward with signage and back-end training. The units are scheduled for delivery in mid-July, with a comprehensive public outreach and signage effort to match the installation.
- The Parks, Recreation, and Facilities team has had success with seasonal hiring; a large majority of the seasonal help is returning from last year, including one of two Parks seasonal workers, six of the eight TVRA boat launch staff, and the park host. New hires include a seasonal recreation assistant, a part-time gardener, a landscape focused Parks worker, and a new Event Center liaison to work evening events. It is currently a good climate for hiring.
- Manager Conk hosts the weekly beach cleanup at Kings Beach State Recreation Area and NTEC on Monday mornings throughout the summer. Being present at these weekly events gives NTPUD a good perspective on weekly ebb and flow of traffic and trash at the state beach while bringing dedicated local community members together for service and fellowship.
- NTPUD received a thank you from the AYSO travel group in this Sierra Sun article. <https://www.sierrasun.com/news/sponsors-make-soccer-dreams-a-reality-for-youth-team/>

## **REVIEW TRACKING:**

Submitted By:   
Amanda Conk  
Recreation, Parks, and Facilities Manager

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



**NORTH TAHOE  
PUBLIC UTILITY DISTRICT**

**DATE:** July 14, 2026 **ITEM:** H-5  
**FROM:** Planning and Engineering Department  
**SUBJECT:** Planning and Engineering Department Status Report  
**DISCUSSION:** Capital Improvement Projects, Internal Operations & Planning, and Outside Agency/Private Development

**CAPITAL IMPROVEMENT PROJECTS**

The Engineering Division is managing the following CIP projects.

**Construction Phase Projects**

**Smart Metering Infrastructure Improvements (Project #2562):** A multi-year Capital Improvement project to upgrade our existing water meters with new, ultrasonic flowmeters utilizing cellular endpoints for data communication. The District entered into a Grant Agreement for the \$500,000 WaterSMART Grant from the Bureau of Reclamation on December 4, 2024.

Status: The Board awarded the construction contract to Phoenix Water Solutions, LLC at their July 8, 2025 Board Meeting to install 2,583 smart meters. The contractor installed 1,381 smart meters in Fall 2025 and is back at work to install the remaining meters this spring. We anticipate installation of the SMART Meters will be completed in July 2026. Concurrently, NTPUD staff is performing the most challenging meter change-outs.

Phoenix Water Solutions, LLC – Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$612,935	\$0	\$612,935	\$444,976	\$167,959
Estimated Construction Status as of 6/30: 76% complete				

**Speckled Avenue Water Service Line Replacement & Zone 2 to Zone 1 PRV Connection Project (Project #2662 & 2664):** A FY25/26 Capital Improvement Project to replace the water services for properties on the north side of Speckled Avenue that are still connected to the old 2-inch water main. The new services will be connected to the existing 10-inch water main on the south side of Speckled Avenue and then abandon the 2-inch water main. The contract also includes the installation of a Pressure Reducing Valve (PRV) between Pressure Zone 2 and Pressure Zone 1 in Tahoe Main Water System.

Status: The Board awarded the construction contract to Green Bear Construction, Inc. at their August 12, 2025 Board Meeting. The contractor completed the Speckled Avenue service line replacements in Fall 2025. The contractor completed the PRV installation in June 2026, and the project is now complete. A Notice of Completion is on the Board Agenda for July 14, 2026.



Green Bear Construction, Inc. – Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$411,600	\$36,275	\$447,875	\$425,481	\$22,394
Estimated Construction Status as of 6/30: 100% complete				

**Model 16 Satellite Sewage Pump Stations (Projects #2547):** Capital Improvement Project to rehabilitate three Smith and Loveless Model 16 satellite sewer pump stations, C-2, D-4 and D-6. There are eight Model 16 satellite sewer pump stations.

Status: The Board of Directors awarded a construction contract to K.G. Walters Construction at the October 14, 2025, Board Meeting. Specific electrical and mechanical equipment continues to have long lead times and may delay completion of the project until late fall 2026. The contractor replaced the generator at C-2 in May and started construction at D-6. D-6 is scheduled to be completed in July. The remaining work on C-2 and D-4 will proceed after Labor Day.

K.G. Walters Construction Co., Inc. – Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$1,597,000	\$0	\$1,597,000	\$315,889	\$1,281,111
Estimated Construction Status as of 6/30: 20% complete				

**Annex Building Garage and Seismic Improvements (Project #2602):** A Capital Improvement Project to retrofit the Annex Building for the new Vac-Con truck and improve the seismic resilience of the existing Annex structure.

Status: The Board of Directors awarded the construction contract to SFT Construction Corp. at their April 14, 2026 Board Meeting. NTPUD completely moved out of the Annex and construction is in progress. SFT Construction has excavated the footings for the structural moment frames and formed the rebar reinforcement. Construction is scheduled to continue through early fall. Structural steel has been delivered on site.



SFT Construction Corp – Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$1,104,480	\$19,700	\$1,124,180	\$367,982.50	\$756,197.50
Estimated Construction Status as of 6/30: 35% complete				

**2026 Watermain Replacement (Project #2661):** A FY25/26 Capital Improvement project to replace undersized and leaking watermains that have reached the end of their life. NTPUD Engineering and Operation Departments collaborated to identify the sections of watermain most in need of replacement. This project includes approximately 1,800 feet of new watermain, an intertie with Fulton Water Company, and four (4) new fire hydrants.

Status: NTPUD Engineering Staff has prepared construction drawings and project specifications for the watermain replacement project in Commonwealth, Suffolk, Chipmunk, Kingswood Village, and an intertie in Old County. The intertie with Fulton Water Company is being funded by a PCWA grant in the amount of \$50,000. The Board of Directors awarded the construction contract to FW Carson Co. at their April 14, 2026 Board Meeting. Construction is scheduled for Summer 2026. Construction began June 15 at Suffolk.



F.W. Carson Co. – Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed	Current Balance to Completion (including retention)
\$1,652,006	\$0	\$1,652,006	\$0	\$1,652,006
Estimated Construction Status as of 6/30: 15% complete				

**Uniform Public Construction Cost Accounting Act**

The District elected to participate in the Act to utilize alternative bidding procedures for public works projects. This section reports on contracts awarded for projects between \$15,000 and \$75,000 that are now issued under the General Manager's authority.

<b>ACTIVE PROJECTS</b>			
Description	Vendor	Contract Amount	Purchase Order Issue Date
Carnelian Well Rehabilitation	Carson Pump LLC	\$32,300	April 23, 2026
A 2025-26 capital improvement to investigate and rehabilitate the existing Carnelian Well, if necessary. In June the contractor removed the well pump and motor and the drop piping from the well casing and performed a well borehole camera inspection, flushed the well casing, disinfect and then reinstalled the pump, motor and drop piping. The well is back in service. Contractor completed their phase of work. Staff and UES Professional Solutions will review the condition of the well and determine the next steps of action.			
Carnelian Well Assessment	UES Professional Solutions, Inc.	\$28,318	December 3, 2025
A 2025-26 capital improvement to complete a condition assessment of the existing Carnelian Well. UES prepared the specification for inspection and will oversee the investigation and rehabilitation effort by Carson Pump described above. The assessment is a proactive capital project designed to evaluate our primary water source for the Carnelian Water System and inform future improvements. This routine inspection follows industry best practices to mitigate risk and ensure uninterrupted service for the Carnelian Water System.			
<b>COMPLETED PROJECTS</b>			
Spring 2026 Lower Lateral Lining Project	Express Sewer & Drain, Inc.	\$34,680	June 9, 2026
A 2025-26 capital improvement to rehabilitate sanitary sewer laterals from customers' property line cleanout to the sewer main. This project includes lining sixteen (16) sewer services in the Kings Beach Grid to extend their useful life. The lining process			

is a trenchless technology that is significantly less expensive than excavating the sewer laterals to complete the required repairs. This project is complete.			
Carnelian Transition Manhole Lining	Express Sewer & Drain, Inc.	\$23,280	January 15, 2026
A 2025-26 capital improvement to coat the interior of the transition manhole upstream of Carnelian Main Pump Station. Raw sanitary sewage can create corrosive gases that degrade concrete over time. Visual inspection confirmed the presence of exposed aggregate and the need to coat the interior to extend the life of this asset. This project is complete.			
Dollar Transition Manhole Lining	Express Sewer & Drain, Inc.	\$20,700	March 20, 2026
A 2025-26 capital improvement to coat the interior of the transition manhole upstream of Dollar Main Pump Station. Raw sanitary sewage can create corrosive gases that degrade concrete over time. Visual inspection confirmed the presence of exposed aggregate and the need to coat the interior to extend the life of this asset. This project is complete.			
N-3 Generac Generator	West Coast Energy Systems LLC	\$18,800	August 28, 2025
A Capital Improvement Project to replace the generator at Satellite Pump Station N-3. The existing backup generator at N-3 is no longer working and needs to be replaced. A mobile generator has been staged on-site to provide backup power in case of emergency. The generator has been installed on-site and is scheduled to be commissioned in mid-February. This project is complete.			
NAWTP Lake Intake Pump #1 Replacement	J.R. Krauss	\$24,999	September 26, 2025
A 2025-26 capital improvement to replace lake pump #1 assembly at the National Avenue Water Treatment Plant. NTPUD's. This is the second of three lake pump replacements as the pumps are reaching the end of their useful service life. This project is complete.			

### **Design / Bid Preparation Phase Projects**

**Sewage Export System Inspection/Analysis Predesign (Project #2445):** A FY24/25 Capital Improvement project to analyze NTPUD's Sewage Export System (SES). The SES consists of a series of four main pumping stations, forcemains, and gravity sewers that carry NTPUD flows to the Joint Sewage Facility (JSF). This project will analyze the SES and provide recommendations to extend the life of this critical asset.

**Status:** The Board of Directors awarded a design contract to HDR at the August 13, 2024, meeting. NTPUD has received the NTPUD Sewer Export System Condition Assessment and Operation Review and Planning Technical Memorandum, which includes the analysis of companies that complete pipeline evaluations to select the best applicable technologies and an emergency storage analysis. Work continues on the export system

emergency wastewater storage analysis. The consultant has prepared a wastewater sampling plan to investigate the compounds responsible for creating odors.

**Pam Emmerich Memorial Pinedrop Trail Reconstruction (Project #2780):** A multi-year Capital Improvement project for the planning and design of reconstruction of the existing Pam Emmerich Memorial Pinedrop Trail and the trail extension to the existing Snow Creek Trail system at National Avenue.

Status: NTPUD has received a multi-year grant from North Tahoe Community Alliance (NTCA) TBID Funds for the design of the Pam Emmerich Memorial Pinedrop Trail Reconstruction and Extension Project. The third and final year of the multi-year grant will be used to fund a portion of the final design. The Board of Directors awarded a design contract to Lumos and Associates at the April 14, 2026, meeting. Land surveying for the project is nearing completion. The 30% design drawings and public outreach are scheduled to occur in September 2026.



**Snow Creek Connection Trail (Project #2781):** A multi-year Capital Improvement project for the planning and design of reconstruction of the existing Pam Emmerich Memorial Pinedrop Trail and the trail extension to the existing Snow Creek Trail system at National Avenue.

Status: NTPUD has received a multi-year grant from North Tahoe Community Alliance (NTCA) TBID Funds for the design of the Pam Emmerich Memorial Pinedrop Trail Reconstruction and Extension Project. The third and final year of the multi-year grant will be used to fund a portion of the final design. The Board of Directors awarded a design

contract to Lumos and Associates at the April 14, 2026, meeting. Land surveying field work for the project is complete, and mapping is in progress. The 30% design drawings and public outreach are scheduled to occur in September 2026.

**Community Gathering Space Art (Project #2786):** A FY26/27 Capital Improvement project to select an artist to propose and create an outdoor art piece to be installed in the Community Gathering Space in the North Tahoe Regional Park.

Status: NTPUD has received grants from the Tahoe Fund and TOT-TBID Dollars at Work program to install an outdoor public artwork at the Community Gathering Space. On June 8, 2026, staff released a Request for Proposals inviting an artist or an artist team to submit a concept proposal. A total project budget of \$75,000 is available, inclusive of all artist fees, design, fabrication, engineering, and materials. Submissions are due to the District by Friday, July 31st at 5:00p.m.

**National Ave Water Treatment Plant Equipment End-of-Life Replacement (Project #2464):** A FY24/25 Capital Improvement project to analyze the process train and equipment at the National Ave Water Treatment Plant (NAWTP). The NAWTP, in its current configuration, was constructed and placed into service in November 2002. This project will analyze the NAWTP and provide recommendations to modernize and extend the life of this critical asset.

Status: The Board of Directors awarded the final design contract to Jacobs at the September 9, 2025 meeting. NTPUD has returned comments on the 30% Design drawings which will be incorporated in the 70% Design set we anticipate receiving in September. An alternative project delivery method for this critical project will be discussed at the July 14, 2026 Board Meeting. The total duration of the design is anticipated to last 18 months, leading to construction starting in Fall 2027.

**Regional Park Parking Management (Project #2581):** A 2024-2025 Capital Improvement Project to retain a consultant to complete an operational needs assessment, ordinance review and preparation, and parking technology road map to manage parking with the North Tahoe Regional Park.

Status: NTPUD retained Dixon Resources Unlimited to complete the Regional Park Parking Management Project. Dixon Resources Unlimited presented the Technology Road Map and a suggested implementation plan to the Recreation and Park Commission in August and the Board of Directors in October. The Board directed staff to implement Tier 2 technology, which includes: replacing the iron-ranger payment boxes with pay stations, allowing mobile payment options, and a parking management system to replace the current manual parking passes and validate concessionaire patrons. NTPUD has ordered four (4) payment stations and the necessary software to modernize the parking management. Once received, the equipment will be installed, which is anticipated to occur in July 2026. NTPUD Staff will complete a public information/ community engagement campaign to educate park users on the new system.

**Secline Property Improvement Project (Project #2580):** A 3-year Capital Improvement Project to develop a vision and preliminary design of public recreation access,

environmental improvements, and facility enhancements for the Secline Beach public parcels in Kings Beach, CA.

Status: NTPUD has received a grant from North Tahoe Community Alliance (NTCA) TBID Funds Grant agreement for \$240,000 for the Secline Beach Enhancement – Planning and Design Project. The Board of Directors awarded a preliminary design contract to Design Workshop at the May 14, 2024 meeting. Design Workshop has completed a significant public outreach and survey campaign and Hauge-Brueck continues to work on the environmental documentation required for the project. Based on the community input, Design Workshop has developed two conceptual improvement alternatives to be reviewed with project stakeholders and the public. The concepts will be presented to the Board of Directors at the July 14, 2026 meeting. The preferred concept will be finalized this summer, and a final design contract will go to the Board of Directors for authorization in the fall/winter of 2026. In accordance with Lahontan’s supplemental environmental project conditions, construction will be completed during the 2028 construction season.

**Master Plan: Corporation Yard Layout (Project #2151):** A Capital Improvement Project to develop a Corporation Yard Master Plan. The existing corporation yard, built over several decades, was not planned for the current needs of staff, operations, services, and the regulatory environment. As such, operational inefficiencies and potential safety hazards exist within the corporation yard. The goal of the Corporation Yard Master Plan (CYMP) is to strategically plan future facility improvements to be completed over several years.

Status: The Board of Directors awarded Phase 2 of the CYMP to further develop the conceptual design for a new Utility Operations and Fleet Maintenance Facility, proceed with boundary identification, a topographic survey, and land use planning efforts with TRPA and Placer County at the September 9, 2025 meeting. The topographic survey is complete, and the fleet consultant was on site in November to conduct a workshop analyzing NTPUD’s existing fleet shop operations and interview staff. Information collected during the on-site meeting will be used to inform the schematic design. Schematic Design documents are anticipated to be presented to the Board of Directors in Fall 2026. The land planning and zoning task has commenced. This will be a multi-year process to evaluate the parcels and any necessary lot-line and zoning changes.

**Water System Consolidation (Project #2663):** A FY25/26 Capital Improvement project to evaluate Fulton Water Company (FWC) and Agate Bay Water Company (ABWC) water systems to determine the improvements necessary to consolidate with the NTPUD water systems. The study will include a planning-level asset condition evaluation of FWC and ABWC storage reservoirs, surface water supplies, groundwater supplies, watermains, valving, fire hydrants, and water meters. System deficiencies will be identified, and recommendations for improvements will be prioritized.

Status: NTPUD received a PCWA grant for \$75,000 to fund the NTPUD, Agate Bay, and Fulton Water System Consolidation Study, under PCWA’s 2025 Financial Assistance Program. The Board of Directors awarded a contract to Psomas for the preparation of the Water System Consolidation Technical Report at the October 14, 2025 meeting. Psomas

is refining the hydraulic model and identifying improvement alternatives. Staff anticipates receiving the draft consolidation report in late summer 2026.

## **OPERATIONAL ACTIVITIES**

In 2026, Federal and California State Regulations require the submittal of these reports. They are not due every year, they are all just lining up for 2026.

1. **2025 Urban Water Management Plan** – California (Dept Water Resources) – Urban Water Management Plans (UWMPs) are prepared by urban water suppliers every five years. These plans support long-term water resource planning to ensure that adequate water supplies are available to meet existing and future water needs. The District’s 2020 Urban Water Management Plan demonstrated our compliance with the 20% water reduction by 2020 and was adopted by the Board in June 2021 along with the Water Shortage Contingency Plan. The 2025 UWMP was adopted by the Board adoption on June 9, 2026.
2. **Sewer System Management Plan (SSMP)** – California (State Water Resources Control Board) – The State Water Board reissued the Statewide Sanitary Sewer Systems General Order in its entirety on June 5, 2023. This Order created a recurring interval for updating and publicly approving the SSMP every six years and a plan audit to be conducted at the mid-point of the update period, year 3. The SSMP was first prepared in 2010 and was adopted by the Board in 2013. The SSMP was adopted on April 14, 2026.
3. **Risk and Resilience Assessment** – Federal (EPA) – On October 23, 2018, America's Water Infrastructure Act (AWIA) was signed into law. AWIA section 2013, which amended section 1433 of the Safe Drinking Water Act (SDWA), requires community (drinking) water systems (CWSs) serving more than 3,300 people to develop or update risk and resilience assessments (RRAs) and emergency response plans (ERPs) every five years. The RRA analyzes and documents risks to the system from malevolent acts and natural hazards, resilience of the infrastructure including SCADA and cybersecurity and documents monitoring practices of the utility and other assessments. The Report was first completed in 2021. The 2026 RRA report is complete and was self-certified on June 3, 2026.
4. **Emergency Response Plan** – Federal (EPA) – The updated ERP will provide the strategies to facilitate response and recovery following an event, and more specifically, events identified from the RRA. See above for regulatory language. The Report was first completed in 2021. The ERP will be completed by December 31, 2026 and is self-certified on the EPA Website. A kick-off meeting was held in June.
5. **Multi Jurisdictional Hazard Mitigation Plan (MJHMP)** – Federal (FEMA) – Placer County prepares the plan for all County entities every five years. NTPUD will have a section in the plan called an Annex. A hazard mitigation plan is the representation of the jurisdiction’s commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. Hazard mitigation planning can

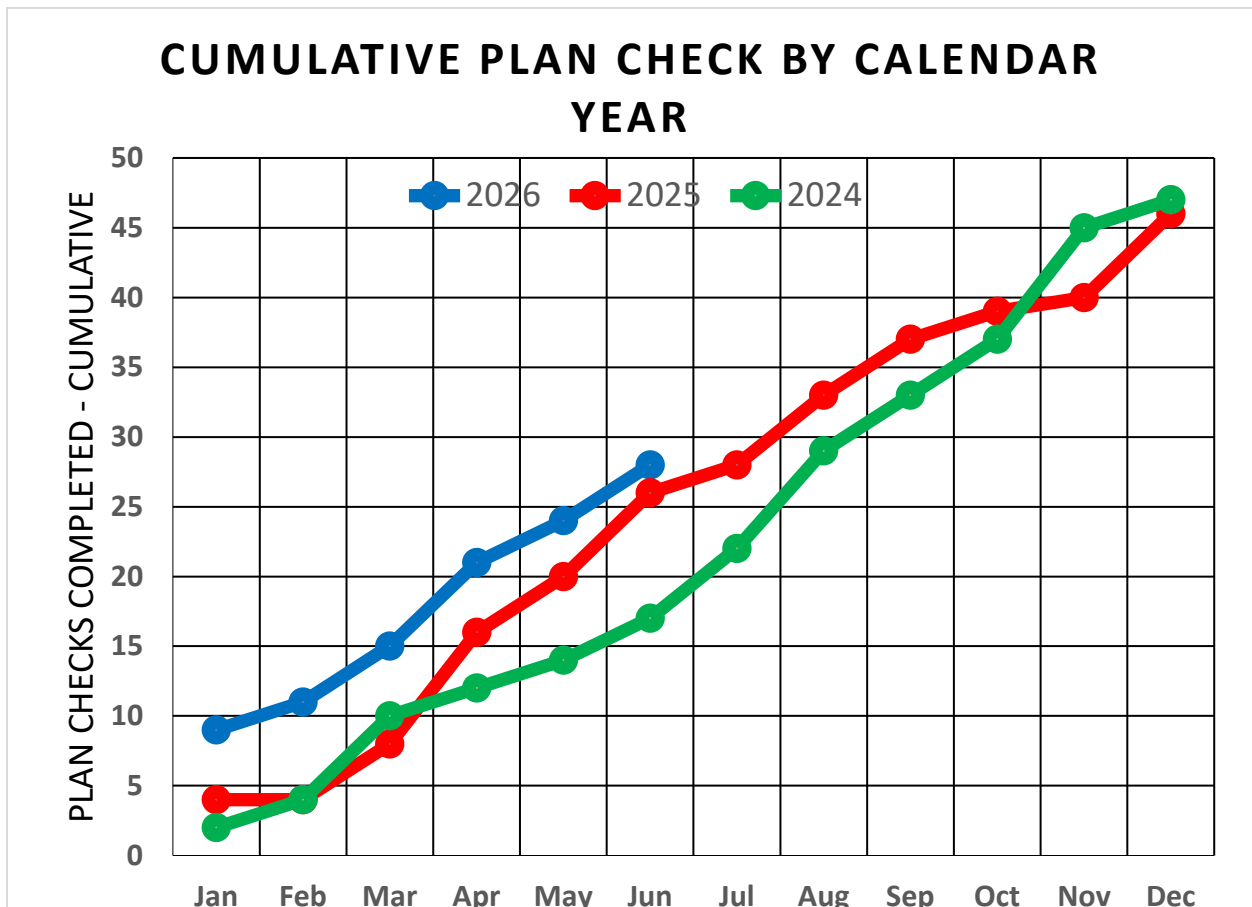
significantly reduce the physical, financial, and emotional losses caused by disasters. FEMA encourages and rewards local pre-disaster planning by making it a requirement to access certain grant programs. A hazard mitigation plan includes a community risk assessment, community capability assessment, and prioritized mitigation action plan. The Board last adopted the Plan in December 2021. The Public Comment period on the MJHMP closed on April 21, 2026. Staff expects to bring the Plan to the Board in December 2026.

### FUNDING OPPORTUNITIES

**Bureau of Reclamation 2024 WaterSMART Grant (#R24AS00052):** Staff submitted in February 2024 a grant application to upgrade our existing 2,815 water meters with new, ultrasonic flowmeters utilizing cellular endpoints for data communication. The installation of these meters will be performed by a Contractor through the public bid process. The District entered into a Grant Agreement for the \$500,000 WaterSMART Grant from the Bureau of Reclamation on December 4, 2024. The District received the Notice to Proceed on March 17, 2025.

#### Plan Reviews

- The chart below is the 3-year cumulative completed plan checks by month.





#### Water Service Lateral Relocations

- See below tracking table of private service lateral status on Steelhead, Golden, Rainbow, Trout, Brook, Upper Chipmunk, and Upper Beaver streets. Outreach, through numerous methods, remains active.

<b>PROJECT (WITH SIDE OF STREET)</b>	<b>DEADLINE TO CONNECT</b>	<b>TOTAL AFFECTED PARCELS</b>	<b>TOTAL CONNECTED</b>
Rainbow (South Side)	9/1/2027	35	16
Salmon (North Side from Fox to Chipmunk)	9/1/2027	13	9
Trout (North and South Sides, except South Side from Raccoon to Fox)	9/1/2027	35	10
Brook (North and South Sides East of Fox)	9/1/2027	16	4
Upper Chipmunk and Beaver (Between Speckled and Cutthroat)	9/1/2027	6	0
<b>2025 Project Total</b>	<b>9/1/2027</b>	<b>105</b>	<b>39</b>
Trout (South Sides from Raccoon to Fox)	TBD	6	0

**REVIEW TRACKING:**

Submitted By:   
 Joseph J. Pomroy, P.E.  
 Engineering and Operations Manager

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



**NORTH TAHOE  
PUBLIC UTILITY DISTRICT**

**DATE:** July 14, 2026 **ITEM:** H-6  
**FROM:** Operations Department  
**SUBJECT:** Operations Department Status Report  
**DISCUSSION:** Department Highlights for the month of June 2026

**Maintenance Division**

**Wastewater:** The team has completed CCTV'ing the 100 District side laterals on Salmon, Brook and Trout, and will be moving to the next work order with 250 laterals for Rainbow, Golden and Steelhead. This preventive maintenance accomplishes two objectives. (1) look for problem laterals that may cause a spill and remove obstructions and (2) identify problem laterals that can be cured in place as part of our ongoing CIP. Monthly problematic manholes (17) have been inspected and washed down.

**Water:** The crew repaired four water main and two service leaks. Three new domestic and fire services were installed. The crew spent most of the month working on meter swap outs that were issues for the outside contractor swapping out our meters. Most of these meters were too deep and needed to be raised to the proper installation depth.

**Water Meter Cellular Program:** We are now reading 3,336 cellular four times a day and another 174 that have been swapped out but need to be transferred into the new system. The outside contractor has finished their time with us as of July 1st. There are still roughly 100 meters that need to be swapped out. The majority of those are 1 ½" and 2" meters associated to some resorts and businesses that we don't want to shutdown for the swap out during the busy season. We are still doing double duty, recording and updating the meter reading system and continuing to investigate services with continuous use and notifying the customers as quickly as possible to help reduce water loss and additional costs to the customer.

**Field Inspection:** USA tickets were extremely high this month with the paving of North Lake Blvd. All assets (manholes castings and lids, water valves boxes and lids, vaults) needed to be located so Cal Trans contractor could remove them before the paving and then reset them after the paving is complete. Thirty-one Ord 100 inspections and seven water service trench inspections were completed.

**Technician and Water Quality Divisions**

**Technician:** Monthly raw water samples and reporting were completed on schedule. Monthly PM's continue to be done as scheduled. The eight filters at the NAWTP (National Ave Water Treatment Plant) were swapped out with clean filters and the dirty ones were rinsed clean and stored. The D series (D1, D2, D3, D4, D5, D6 and D7) satellite wastewater station radios were tested to see if they could be switched to line of site communication to the NAWTP repeater

instead of pointing up to Kingswood West water tank. Over the years trees have grown and other objects have started blocking our communication path to the Kingswood West water tank repeater. So now we are looking at line of site communication to NAWTP and avoiding the Kingswood West water tank. A new PLC was installed at Secline Main Station, and the techs have been working with an outside contractor testing communications and alarms.


**Water Quality:** The annual Water Quality Report was completed, and all customers were notified prior to the July 1<sup>st</sup> deadline. Second notification backflow assembly letters were sent out on June 30<sup>th</sup> as a reminder that all assemblies need to have their annual testing in by August 1<sup>st</sup>. The meter swap out program continues to keep staff very busy verifying the data and uploading the new meters into the meter managing software. Along with that they continue to monitor the meters that are already in the cellular system looking for excessive use and helping the customers sort out their issues if needed. Weekly distribution sampling and monthly reporting were completed on schedule.


**Fleet Division:** The Boys and Girls Club vans received their bi-annual preventive service and their winter tires swapped out to their summer tires. Bi-annual generators were inspected, and preventive maintenance was performed at all main stations, the Park Well and the base generator. Additional work was done completing several vehicle PM's and minor repairs.

**Departmentwide in June:** Jason Dicey's 24<sup>th</sup> anniversary was on 6/9/2002. Annual end of the fiscal year inventory was completed. Special thanks to Mist Moga for her help documenting the counts.

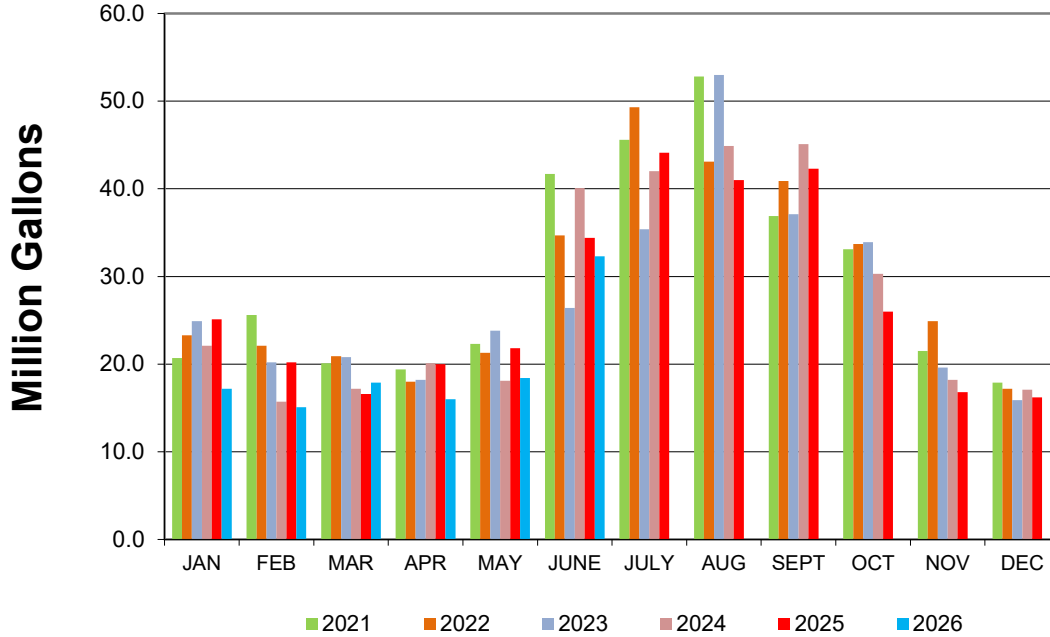
**REVIEW TRACKING:**

Submitted By:   
Kenneth P. Fischer  
Operations Manager

Approved By :   
Joseph J. Pomroy, P.E.  
Engineering and Operations Manager

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

### Total Water Production 2021-2026



#### District Water Production

YEAR	2021	2022	2023	2024	2025	2026	2021-25 5-yr Avg	2026 vs 5 yr Avg
JAN	20.7	23.3	24.9	22.1	25.1	17.2	23.2	74%
FEB	25.6	22.1	20.2	15.7	20.2	15.1	20.8	73%
MAR	20.1	20.9	20.8	17.2	16.6	17.9	19.1	94%
APR	19.4	18.0	18.2	20.1	20.0	16.0	19.1	84%
MAY	22.3	21.3	23.8	18.1	21.8	18.4	21.5	86%
JUNE	41.7	34.7	26.4	40.1	34.4	32.3	35.5	91%
JULY	45.6	49.3	35.4	42.0	44.1		43.3	0%
AUG	52.8	43.1	53.0	44.9	41.0		47.0	0%
SEPT	36.9	40.9	37.1	45.1	42.3		40.5	0%
OCT	33.1	33.7	33.9	30.3	26.0		31.4	0%
NOV	21.5	24.9	19.6	18.2	16.8		20.2	0%
DEC	17.9	17.2	15.9	17.1	16.2		16.9	0%
<b>Total</b>	<b>358</b>	<b>349</b>	<b>329</b>	<b>331</b>	<b>325</b>	<b>117</b>	<b>338</b>	<b>35%</b>

MONTH: June 2026

Compiled By:

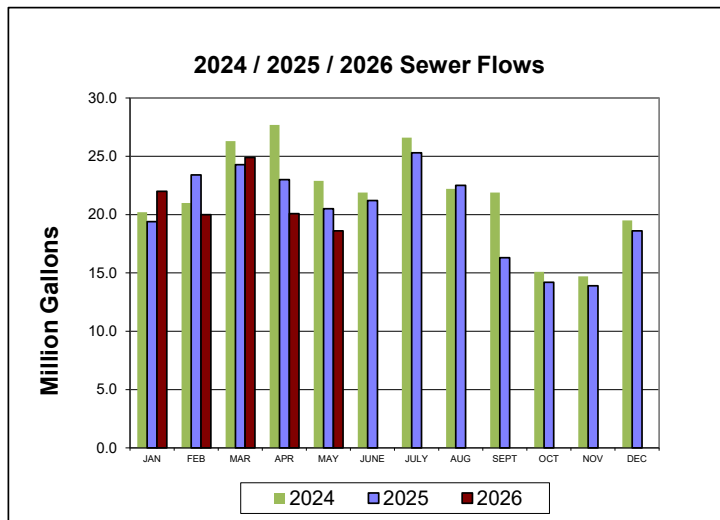
Raquel Moore

Water Production:	Gallonge	Pump run	COMMENTS
National Ave. Treatment Plant	22,875,000		
Park Well	3,609,198	65.6 hrs	917 AVG GPM
Carnelian Well	2,644,936	225.9 hrs	195 AVG GPM
Dollar Inter-Tie	3,185,000		
<b>Total Production</b>	<b>32,314,134</b>		

**Sewer**

**Monthly**

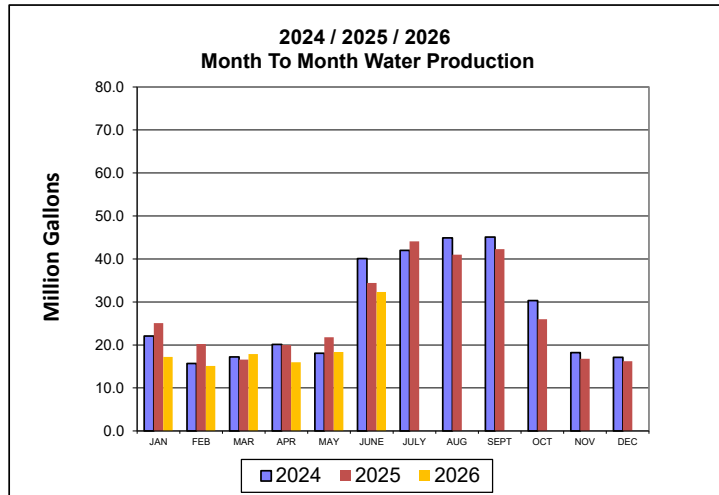
	<u>2024</u>	<u>2025</u>	<u>2026</u>
JAN	20.2	19.4	22.0
FEB	21.0	23.4	20.0
MAR	26.3	24.3	24.9
APR	27.7	23.0	20.1
MAY	22.9	20.5	18.6
JUNE	21.9	21.2	
JULY	26.6	25.3	
AUG	22.2	22.5	
SEPT	21.9	16.3	
OCT	15.1	14.2	
NOV	14.7	13.9	
DEC	19.5	18.6	
<b>Average</b>	<b>21.7</b>	<b>20.2</b>	<b>21.1</b>
<b>Total</b>	<b>260.0</b>	<b>242.6</b>	<b>105.6</b>



**Water**

**Monthly**

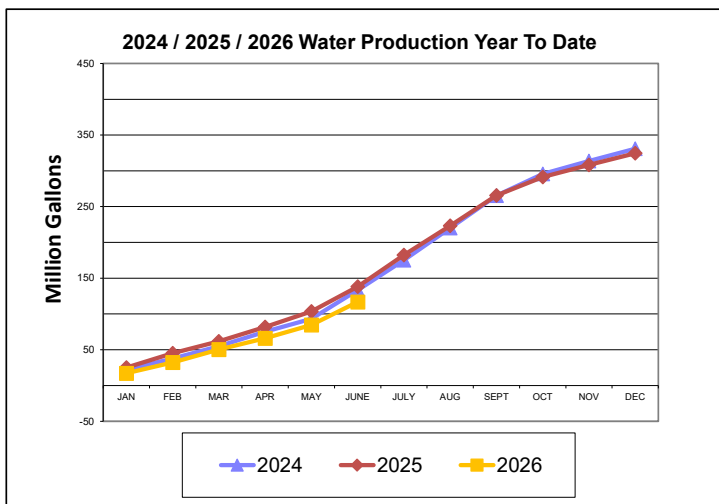
	<u>2024</u>	<u>2025</u>	<u>2026</u>
JAN	22.1	25.1	17.2
FEB	15.7	20.2	15.1
MAR	17.2	16.6	17.9
APR	20.1	20.0	16.0
MAY	18.1	21.8	18.4
JUNE	40.1	34.4	32.3
JULY	42.0	44.1	
AUG	44.9	41.0	
SEPT	45.1	42.3	
OCT	30.3	26.0	
NOV	18.2	16.8	
DEC	17.1	16.2	



**Water**

**Cumulative**

	<u>2024</u>	<u>2025</u>	<u>2026</u>
JAN	22.1	25.1	17.2
FEB	37.8	45.3	32.3
MAR	55.0	61.9	50.2
APR	75.1	81.9	66.2
MAY	93.2	103.7	84.6
JUNE	133.3	138.1	116.9
JULY	175.3	182.2	
AUG	220.2	223.2	
SEPT	265.3	265.5	
OCT	295.6	291.5	
NOV	313.8	308.3	
DEC	330.9	324.5	





## NORTH TAHOE PUBLIC UTILITY DISTRICT

**DATE:** July 14, 2026

**ITEM:** H-7

**FROM:** Office of the General Counsel

**SUBJECT:** Legal Report

Below is a summary of noteworthy legal items for this month:

### **1. Recent Developments in Case Law:**

The California Court of Appeal recently certified for publication its opinion in *Hiller v. Marin Municipal Water District* which confirmed the procedural protections available to public agencies that adopt water and wastewater rates under Proposition 218 and Government Code section 53759 (SB 323).

The case arose after Marin Municipal Water District adopted a 2023 water-rate ordinance, following a cost-of-service analysis, Proposition 218 notice, more than 12 public meetings and workshops, and a public hearing at which the District did not receive a majority protest. After adopting the rates, the District filed a validation action, complied with the other requirements set forth in the validation statutes, and eventually obtained a judgment validating the rates when no interested party appeared by the statutory deadline.

A ratepayer later filed a class action and mandamus petition seeking refunds and declaratory and injunctive relief, but the Court held the claims were barred because they did not appear in the validation action or file a timely reverse-validation action. The Court rejected arguments that Government Code section 53759 conflicts with Proposition 218 or that mandamus and constitutional claims are exempt from the validation process, and it also held that statutory notice by publication satisfied due process. The decision underscores that, once rates are adopted, procedural compliance can be just as important as substantive rate support because a well-documented Proposition 218 process, timely use of validation procedures, and compliance with statutory notice deadlines may determine whether later challenges are heard at all.


### **2. CPUC Reforms Water Utility Acquisition Process**


On July 2, 2026, the California Public Utilities Commission adopted comprehensive reforms to the process for reviewing acquisitions of water systems under the

CPUC's jurisdiction, with a focus on failing, at-risk, and potentially at-risk systems. The reforms are intended to make acquisitions a more effective long-term tool for improving access to safe drinking water, while also adding transparency around purchase price, system valuation, rate impacts, public notice, and community engagement.

Key changes include updated definitions aligned with State Water Board standards, a prefiling conference to identify funding sources and potential delays early, expedited review timelines, dual valuation requirements, expanded ratepayer impact analysis, and closer coordination with the State Water Board's SAFER program. For smaller failing or at-risk systems, the CPUC states that some unprotested acquisitions may be processed in as little as 100 days, while application review for at-risk utilities could be shortened from approximately 18 months to 12 months. Although the CPUC does not regulate NTPUD's water or wastewater rates or day-to-day utility operations, the decision is still relevant as part of California's broader policy trend favoring consolidation and regional solutions.

**REVIEW TRACKING:**

Submitted By:   
\_\_\_\_\_  
Joshua Nelson/BB&K  
District Counsel

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

**Board of Directors  
Long Range Calendar**

<b>July 2026 Dates of Interest</b>	<b>Date</b>			
FREE Ice Cream in the Park - Thursdays	7/2, 9, 16, 23, 30			
Music on the Beach (every Friday at KBSRA)	ongoing - Fridays			
Friends of the Library Book Sale	July 3-5, 2026			
Eastern Placer Wildfire and Evacuation Preparedness - Virtual Town Hall	7/14/2026	6-7pm	Zoom	
Secline Beach Enhancement Project - Community Workshop (pop-up session)	7/17/2026	4-6pm	Secline Beach	
Secline Beach Enhancement Project - Community Workshop (pop-up session)	7/31/2026	4-6pm	Secline Beach	
<b>August 2026 Dates of Interest</b>	<b>Date</b>			
Lake Tahoe Summit - Sand Harbor	8/19/2026			
Music on the Beach (Every Friday at KBSRA through September 2)	ongoing	6 p.m.	KBSRA	
Live at the Launch - live music at TVRA	Mondays	6-8:30 P.M.	TVRA	
CSDA Annual Conference and Exhibitor Showcase	8/24-8/27	Palm Desert		
NTPUD Recreation & Parks Commission and Committee Regular Joint Meeting	8/27/2026	6 P.M.	NTEC	
NTPUD Fall/Winter Activity Guide release				
<b>August 11, 2026 Regular Board of Directors Meeting</b>		<b>Finance Committee</b>	<b>D&amp;P Committee</b>	<b>Other Committees</b>
Employee Anniversary Award 7/26/2026 - Andrew Haney - 5 years				
Public Hearing and Adoption of Water and Sewer Ordinance Changes				
Notice of Completion for the Smart Meter Installation Project			X	
GM Evaluation (Closed session)				
Public Employee Compensation - GM				
Tahoe-Truckee Sanitation Agency Clean Water Revitalization Project Presentation				
Biennial Filing - Amend Conflict of Interest Code August 2026				
<b>September 2026 Dates of Interest</b>	<b>Date</b>			
North Tahoe Regional Advisory Council				
Friends of the Park 5K	9/5/2026			
Community Clean-Up Day				
PCWA East Slope Board Meeting				
Placer County Recreation and Park Commission Meeting				
National Recreation & Parks Association Annual Conference	9/29-10/1	Philadelphia		
<b>September 8, 2026 Regular Board of Directors Meeting</b>		<b>Finance Committee</b>	<b>D&amp;P Committee</b>	<b>Other Committees</b>
Employee Anniversary Award 8/14/2026 - Ken Fischer - 20 years				
Award a Construction Contract for the Satellite Pump Station (C-1, D-3) Improvements Project				
Award an Agreement for the SCADA Infrastructure Improvements Project				

**Board of Directors  
Long Range Calendar**

Presentation on the Corporation Yard Master Plan				
<b>October 2026 Dates of Interest</b>				
NTCA First Tuesday Breakfast Club				
End of Construction Season Grading				
Placer County Board of Supervisors - Meeting in Tahoe				
Winter Warmth & Wellness				
NTPUD Recreation & Parks Commission and Committee Regular Joint Meeting	10/22/2026			
Boys and Girls Club of North Lake Tahoe Harvest Festival & Monster Trunk or Treat				
National Recreation & Parks Association Conference				
Clerk/Board Secretary Conference				
TVRA Boat Launch close for season				
All-Employee Semi-annual meeting/training/flu shots				
<b>October 13, 2026 Regular Board of Directors Meeting</b>		<b>Finance Committee</b>	<b>D&amp;P Committee</b>	<b>Other Committees</b>
<b>November 2026 Dates of Interest</b>	<b>Date</b>			
Tennis & Pickleball courts close for season	TBA			
Community Thanksgiving - NTEC				
Christmas Tree Cutting Day				
Board Secretary/Clerk Conference	11/3-11/5	Santa Barbara		
<b>November 10, 2026 Regular Board of Directors Meeting</b>		<b>Finance Committee</b>	<b>D&amp;P Committee</b>	<b>Other Committees</b>
Adopt Placer County Local Hazard Mitigation Plan				
Notice of Completion for the 2026 Watermain Project			X	
Notice of Completion for the Annex Building Garage and Seismic Improvement Project				
Presentation on the Community Gathering Space Art				
<b>December 2026 Dates of Interest</b>	<b>Date</b>			
Community Tree Lighting - NTEC				
Employee Appreciation Party				
NTPUD Recreation & Parks Commission and Committee Regular Joint Meeting				
Toys for Tots - NTEC				
Winter/Spring Activity Guide release				
<b>December 2026 Dates of Interest</b>	<b>Date</b>			
Community Tree Lighting - NTEC				
Employee Appreciation Party				

**Board of Directors  
Long Range Calendar**

NTPUD Recreation & Parks Commission and Committee Regular Joint Meeting				
Toys for Tots - NTEC				
Winter/Spring Activity Guide release				
<b>December 8, 2026 Regular Board of Directors Meeting</b>		<b>Finance Committee</b>	<b>D&amp;P Committee</b>	<b>Other Committees</b>
Review, Discuss, and Possibly Accept the Annual Independent Audit Report of Financial Statements for Fiscal Year 2025-2026 with Presentation by MUN CPAs				
Resolution Authorizing General Manager for FEMA Grants				
Employee Anniversary Award 11/20/2026 - Michael Harper - 10 years				
Notice of Completion for the Satellite Pump Station (C-2, D-4, D-6) Project				
Board Organizational matters - Selection of Officers, Board Committee Appointments, Meeting date/time/location				
<b>Items with dates pending</b>				
California Fair Political Practices Commission Ethics Training (AB 1234) by General Counsel, Joshua Nelson, Best Best & Krieger LLP (Required every two years; Due 9/12/2027)				
Interagency Agreement with Tahoe Conservancy for Fuels Management for Infrastructure				
Anti Harrassment Training Workshop for Board (AB1661) (Required every two years; Due September 2026)				
GM Eval (May-June)				
Biennial Filing - Amend Conflict of Interest Code September 2026, 2028				
Wholesale Water Agreement with TCPUD				
Resolution Requesting Placer County Election Services 2028				
990 Audit NTBC May 2027				
Review TTSA Representative Appointment May 2030 (Term ends August 31, 2030)				
2030 Urban Water Management Plan/Water Shortage Contingency Plan - May/June 2031				
Mandatory Fiscal and Financial Training (SB 827) - June 2028				