



**SOUTH TAHOE PUBLIC UTILITY DISTRICT**  
**REGULAR BOARD MEETING AGENDA**  
**Thursday, February 16, 2023 - 2:00 p.m.**  
**District Board Room**  
**1275 Meadow Crest Drive, South Lake Tahoe, California**

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David Peterson, President  
Nick Haven, Director

**BOARD MEMBERS**  
Shane Romsos, Vice President

Kelly Sheehan, Director  
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

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1. **CALL TO ORDER REGULAR MEETING – PLEDGE OF ALLEGIANCE** (At this time, please silence phones and other electronic devices so as not to disrupt the business of the meeting.)
2. **COMMENTS FROM THE AUDIENCE** (This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the District. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted five minutes, and no more than three individuals shall address the same subject.)
3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR** (For purposes of the Brown Act, all Action and Consent items listed give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.)
4. **ADOPTION OF CONSENT CALENDAR** (Any item can be removed to be discussed and considered separately upon request. Comments and questions from members of the public, staff or Board can be taken when the comment does not necessitate separate action.)
5. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION**
6. **ITEMS FOR BOARD ACTION**
  - a. Memorandum of Understanding for the South Tahoe Zero Emissions District  
(Shelly Thomsen, Director of Public and Legislative Affairs)  
Authorize the General Manager to sign the Memorandum of Understanding for the South Tahoe Zero Emissions District.
  - b. Local Area Technical Assistance Grant Commitment  
(Chris Skelly, Information Technology Manager)  
Accept conditions to develop fiberoptic infrastructure evaluations, plans, and other work in accordance with the Local Area Technical Assistance grant requirements.
  - c. General Manager Salary  
(Liz Kauffman, Human Resources Director)  
Approve the General Manager's Salary for 2023-2024 Contract year effective January 5, 2023.

- d. Liability Claim Against South Tahoe Public Utility District Received from Scott Gabler (Ryan Lee, Manager of Customer Service)  
Accept Claim against South Tahoe Public Utility District for losses allegedly sustained by Scott Gabler in the amount of \$20,679.84, reject the Claim as to the balance and request the Joint Powers Insurance Authority (JPIA) to resolve the Claim.
  
- 7. **STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS** (Discussions may take place; however, no action will be taken.)
  
- 8. **BOARD MEMBER REPORTS** (Discussions may take place; however, no action will be taken.)
  
- 9. **EL DORADO WATER AGENCY PURVEYOR REPORT**
  
- 10. **STAFF/ATTORNEY REPORTS** (Discussions may take place; however, no action will be taken.)
  - a. Service Call Charges (Ryan Lee, Customer Service Manager)
  
- 11. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)
  - a. Staffing Update
  - b. Organizational Study for District Operations
  - c. Fire Department Coordination
  - d. County Meeting
  - e. City Meeting
  
- 12. **NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**  
**Past Meetings/Events**  
02/02/2023 - 2:00 p.m. Regular Board Meeting at the District  
02/08/2023 – 10:00 a.m. El Dorado Water Agency Meeting in Placerville  
02/13/2023 – 3:30 a.m. Operations Committee Meeting at the District  
02/15/2023 – 8:00 a.m. Employee Communications Committee Meeting (Romsos Representing)  
02/16/2023 – 11:30 a.m. Executive Committee Meeting at the District  
02/16/2023 – 12:00 p.m. Annual Capital Improvement Program Board Workshop at the District  
  
**Future Meetings/Events**  
02/20/2023 Presidents' Day Holiday District Offices Closed  
03/02/2023 - 2:00 p.m. Regular Board Meeting at the District
  
- 13. **ITEMS FOR CLOSED SESSION** (The Board will adjourn to Closed Session to discuss items identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed – three minute limit.)
  - a. Pursuant to Government Code Section 54956.9(d)(2) of the California Government code, Closed Session may be held for a conference with legal counsel (one case).
  
  - b. Pursuant to Section 54956.9(d)(1) of the California Government code, Closed Session may be held for conference with legal counsel regarding existing litigation: Contra Costa County Superior Court Case C21-01436, Reanne Mobley; Rena Petri; Douglas Petri vs. JFC Construction, Inc.; Verizon Wireless, Inc.; South Tahoe Public Utility District; et al.

**ADJOURNMENT** (The next Regular Board Meeting is Thursday, March 2, 2023, at 2:00 p.m.)

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

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

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

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



**SOUTH TAHOE PUBLIC UTILITY DISTRICT**  
**CONSENT CALENDAR**  
**Thursday, February 16, 2023**

**ITEMS FOR CONSENT**

**a. ROCKY 1 WATERLINE REPLACEMENT PROJECT**

(Adrian Combes, Senior Engineer)

1) Approve Change Order No. 4 to Haen Constructors in the amount of \$108,476.73; 2) Approve Closeout Agreement and Release of Claims for Haen Constructors for the Rocky 1 Waterline Replacement Project; and 3) Authorize the General Manager to execute both Change Order No. 4 and Closeout Agreement and Release of Claims.

**b. AL TAHOE WELL REHABILITATION AND AL TAHOE / BAYVIEW EMERGENCY POWER PROJECT**

(Julie Ryan, Engineering Department Manager)

(1) Approve the proposed Scope of Work from Kennedy Jenks to provide engineering consulting services; and, (2) Authorize the General Manager to execute Task Order No. 14B in the amount \$301,653.

**c. WASTEWATER TREATMENT PLANT AND FIELD STATIONS CONDITION ASSESSMENT**

(Julie Ryan, Engineering Department Manager)

(1) Approve the proposed Scope of Work from Water Systems Consultants to provide engineering consulting services; and, (2) Authorize the General Manager to execute Task Order No. 1D in the amount \$245,681.

**d. FINANCIAL TRANSACTION AUTHORIZATION**

(Greg Dupree, Accounting Manager)

Adopt Resolution No. 3240-23 authorizing Paul Hughes, Chief Financial Officer; Greg Dupree, Accounting Manager; Erika Franco, Accounting Supervisor; and Kim Garon, Accounting Technician to conduct financial transactions, superseding Resolution No. 3165-21.

**e. LOCAL AGENCY INVESTMENT FUND FINANCIAL TRANSACTION AUTHORIZATION**

(Greg Dupree, Accounting Manager)

Adopt Resolution No. 3241-23 authorizing Paul Hughes, Chief Financial Officer; Greg Dupree, Accounting Manager; Erika Franco, Accounting Supervisor; and Kim Garon, Accounting Technician to conduct Local Agency Investment Fund Financial Transactions.

**f. MICROSOFT OFFICE 365 LICENSING AGREEMENT – THIRD YEAR**

(Brian Bartlett, Network/Telecomm Systems Administrator)

Approve the increased Microsoft licensing cost to complete the third year of the Microsoft Office 365 Licensing Agreement in the amount of \$29,244.50.

**g. 2020 LUTHER PASS PUMP STATION IMPROVEMENTS PROJECT**

(Brent Goligoski, Associate Engineer)

1) Approve Change Order No. 4 to TNT Industrial Contractors, Inc., in the amount of <\$130,117.00>; and 2) Authorize the General Manager to execute Change Order No. 4.

**h. EMERGENCY RESPONSE AND RECOVERY PLAN**

(Jeff Lee, Manager of Plant Operations and Julie Ryan, Engineering Department Manager)

(1) Accept the proposed Scope of Work from Kennedy Jenks for consulting services; and (2) Authorize the General Manager to execute Task Order No. 12A in the amount \$27,973.

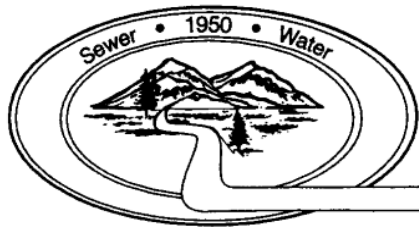
**i. RECEIVE AND FILE PAYMENT OF CLAIMS** (Debbie Henderson, Accounting Manager)

Receive and file Payment of Claims in the amount of \$2,818,302.12

**j. REGULAR BOARD MEETING MINUTES: February 2, 2023**

(Melonie Guttry, Executive Services Manager/Clerk of the Board)

Approve February 2, 2023, Minutes



# South Tahoe Public Utility District

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline

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## BOARD AGENDA ITEM 4a

**TO:** Board of Directors

**FROM:** Adrian Combes, Senior Engineer

**MEETING DATE:** February 16, 2023

**ITEM – PROJECT NAME:** Rocky 1 Waterline Replacement Project

**REQUESTED BOARD ACTION:** 1) Approve Change Order No. 4 to Haen Constructors in the amount of \$108,476.73; 2) Approve Closeout Agreement and Release of Claims for Haen Constructors for the Rocky 1 Waterline Replacement Project; and 3) Authorize the General Manager to execute both Change Order No. 4 and Closeout Agreement and Release of Claims.

**DISCUSSION:** The Rocky 1 Waterline and Pressure Regulating Valve (PRV) Replacement Project is being completed by Haen Constructors and is funded by multiple sources including a loan from the State Revolving Fund, grants from the Bureau of Reclamation and the Districts own financing. The Contract included six separate bid schedules in addition to as-needed water and sewer services which were utilized to complete a variety of different tasks. Included in the contract work was the replacement of the Rocky 1 Waterline, the Price Road and Susquehana pressure regulating stations, installation of the Cornelian/Keetak waterline, and associated with the water meter installation project was the Stewart Way and Mackedie waterlines. The as-needed water system improvements and sewer system improvements were utilized heavily on this contract to complete work during the Caldor Fire, install a vehicle lift, replace a large meter to Heavenly, install and abandon a waterline at Pioneer Trail and Cold Creek Trail, perform paving to fix roads where major road damage occurred from leak damage and for the Tallac Creek Emergency Sewer repair in addition to some additional minor tasks.

Change Order No. 4 increases the overall Contract amount by \$108,476.73 from \$3,202,240.89 to \$3,310,717.62, and extends the Contract by 76 days ending on February 16, 2023 to match the date of the Closeout Agreement. 37 items of the Change Order serve to balance the quantities of various bid items based on the actual installation numbers. In addition to minor balancing items, there are a few larger ticket items included on the Change Order that are listed below:

- a. Items J and K: The paving on the Rocky 1 Pipeline Project was significantly higher than anticipated due to the need to shift the pipeline after the Underground Service Alert was complete due to existing utilities. Items J and K are for the

trench patch and 2-inch mill and overlay and together increase the Contract by \$17,617.60 and \$48,609.55, respectively.

- b. Item Y: The Mackedie waterline and meter installation contained a large amount of work to be completed on Time and Materials (T&M) due to the unknown nature of the work to run long service lines from the meter locations in the right-of-way to the various houses. This location was historically supplied water by a community well and backyard pipeline. The Scope of Work included abandoning the backyard waterline and running long services to each of the houses. This work included trenching in a long driveway with multiple services and pressure regulators for each house. This work was tracked on T&M and results in an increase to the Contract of \$60,608.95.
- c. Item JJ: The installation of a new waterline on Cold Creek Trail and Pioneer Trail was expedited ahead of an El Dorado County paving project due to the need to cut the street in the area to be paved over for an abandonment. The work included a tie-in to the existing 19-inch pipeline in Pioneer Trail, installation of a dead-end 8-inch waterline with a fire hydrant, and three services with one crossing Pioneer Trail. The work was completed per Design Clarification Memo (DCM) No. 23 and results in an increase to the As-Needed Water System Improvements portion of the Contract of \$171,516.00.
- d. Item KK: The replacement of the 10-inch snowmaking meter to Heavenly at the California Base was completed per DCM No. 4. The replacement of this meter was completed at the lump sum price of \$22,435.00.

Finally, Item OO increases the contract time by 76 days to match the date of the Closeout Agreement. The Contract was previously extended by Change Order to give Haen constructors a chance to complete the As-Needed Services, particularly the Tallac Creek Emergency Sewer work and the Bal Bijou manhole installation. The manhole installation was ultimately cancelled due to snowfall in November.

With Board approval, staff filed the Notice of Completion (NOC) with the El Dorado County Recorder on January 4, 2023. El Dorado County Recorded the NOC on January 9, 2023. The 35-day Stop Notice filing period ended on February 13, 2023. No Stop Notices were filed within the filing period. With authorization of Change Order No. 4, Haen Constructors will have met all the requirements of the Contract.

**SCHEDULE:** Upon Board Approval

**COSTS:** \$108,476.73

**ACCOUNT NO:** 2 030-8099; 2030-8279; 2030-8280; 2030-7060; 2030-7061; 2030-2504; 1030-2504

**BUDGETED AMOUNT AVAILABLE:** \$474,423

**ATTACHMENTS:** Change Order No. 4, Closeout Agreement

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**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Water/Sewer

**GENERAL MANAGER:** YES AC NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES AA NO \_\_\_\_\_





**TOTAL FOR ITEM B IS <\$38,804.00>**

- C. Amend Bid Item 8 (2-inch Water Main) to reflect a decrease in the number of linear feet of 2-inch water main from 185 linear feet (LF) to 165 LF, the actual footage installed. At the contract rate of \$70.00 per linear foot, the reduction in the Contract quantity results in a credit to the District in the amount of \$1,400.00.

**TOTAL FOR ITEM C IS <\$1,400.00>**

- D. Amend Bid Item 12 (Fire Hydrant Installation) to reflect a decrease in the number of fire hydrant installations from eight (8) each to seven (7), the actual quantity installed. At the contract rate of \$9,900.00 per hydrant, the reduction in the Contract quantity results in a credit to the District in the amount of \$9,900.00.

**TOTAL FOR ITEM D IS <\$9,900.00>**

- E. Delete Bid Item 14 (Tie-in at Rocky Point Rd and Primrose Rd) to omit all labor, equipment and subcontractor costs for work removed from contract due to discovery of new pipe in the area resulting in a credit to the District of \$7,600.00.

**TOTAL FOR ITEM E IS <\$7,600.00>**

- F. Amend Bid Item 15 (Tie-in at Rocky Point Rd and Chonokis Rd) to reflect a change in work resulting in a credit to the District of \$3,150.00.

**TOTAL FOR ITEM F IS <\$3,150.00>**

- G. Amend Bid Item 17 (Cut, Cap and Abandon in place water mains and valves) to reflect a decrease in the number of cut and plugs from nine (9) each to two (2), the actual quantity installed. At the contract rate of \$800.00 per cut and plug, the reduction in the Contract quantity results in a credit to the District in the amount of \$5,600.00.

**TOTAL FOR ITEM G IS <\$5,600.00>**

- H. Delete Bid Item 24 (Install Concrete Bollards) to omit all labor, equipment and subcontractor costs for work not performed resulting in a credit to the District of \$3,920.00.

**TOTAL FOR ITEM H IS <\$3,920.00>**

- I. Amend Bid Item 25 (Non-Excavatable Rock) to reflect a decrease in the quantity of rock encountered from 300 cubic yards to 37 cubic yards. At the contract rate of \$33.00 per cubic yard, the reduction in the Contract quantity results in a credit to the District in the amount of \$8,679.00.

**TOTAL FOR ITEM I IS <\$8,679.00>**

- J. Amend Bid Item 26 (4-inch Trench Patch) to reflect an increase in the amount of 4-inch Trench Patch from 15,000 SF to 17,288 SF, the actual quantity installed. At the contract rate of \$7.70 per square foot, the increase in the Contract quantity results in additional cost to the District in the amount of \$17,617.60.

**TOTAL FOR ITEM J IS \$17,617.60**

- K. Amend Bid Item 27 (2-inch Mill and Overlay) to reflect an increase in the amount of 2-inch mill and overlay from 30,000 SF to 44,255 SF, the actual quantity installed. At

the contract rate of \$3.41 per square foot, the increase in the Contract quantity results in additional cost to the District in the amount of \$48,609.55.

**TOTAL FOR ITEM K IS \$48,609.55**

- L. Amend Bid Item 28 (3-inch Miscellaneous Patch Paving) to reflect a decrease in the amount of 3-inch miscellaneous patch paving from 500 SF to 91 SF, the actual quantity installed. At the contract rate of \$15.00 per square foot, the decrease in the Contract quantity results in a credit to the District of \$6,135.00.

**TOTAL FOR ITEM L IS <\$6,135.00>**

- M. Amend Bid Item 29 (Rocky Waterline Contingency Work) to reflect the actual cost of unanticipated work on the bid schedule. The unanticipated work includes additional potholing based on direction from the District, repairs due to mismarked water and sewer services, removal of unforeseen concrete and purchase of an AIS tapping saddle cancelled from the contract. The actual cost of contingency work completed on this item was \$16,613.44 resulting in a credit to the District of \$23,386.56.

**TOTAL FOR ITEM M IS <\$23,386.56>**

**Bid Schedule B - Stewart Way Watermain and Services:**

- N. Delete Bid Item 32 (Groundwater Dewatering) to omit all labor, equipment and subcontractor costs for work not performed in response to encountering groundwater resulting in a credit to the District of \$150.00.

**TOTAL FOR ITEM N IS <\$150.00>**

- O. Amend Bid Item 38 (1-inch Single Service) to reflect a decrease in the number of 1-inch service installations from five (5) each to four (4), the actual quantity installed. At the contract rate of \$3,500.00 per 1-inch service, the reduction in the Contract quantity results in a credit to the District in the amount of \$3,500.00.

**TOTAL FOR ITEM O IS <\$3,500.00>**

- P. Delete Bid Item 49 (Non-Excavatable Rock) to omit all labor, equipment and subcontractor costs for work not performed in response to encountering rock resulting in a credit to the District of \$100.00.

**TOTAL FOR ITEM P IS <\$100.00>**

- Q. Amend Bid Item 50 (4-inch Trench Patch) to reflect an increase in the amount of 4-inch Trench Patch from 4,870 SF to 6,845 SF, the actual quantity installed. At the contract rate of \$7.57 per square foot, the increase in the Contract quantity results in additional cost to the District in the amount of \$14,950.75.

**TOTAL FOR ITEM Q IS \$14,950.75**

- R. Delete Bid Item 51 (2-inch mill and overlay) to omit all labor, equipment and subcontractor costs for work not performed as a result of direction in the field from the City of South Lake Tahoe resulting in a credit to the District of \$40,356.00.

**TOTAL FOR ITEM R IS <\$40,356.00>**

- S. Amend Bid Item 52 (3-inch miscellaneous patch paving) to reflect a decrease in the amount of 3-inch miscellaneous patch paving from 700 SF to 300 SF, the actual quantity installed. At the contract rate of \$15.00 per square foot, the decrease in the

Contract quantity results in a credit to the District of \$6,000.00.

**TOTAL FOR ITEM S IS <\$6,000.00>**

- T. Amend Bid Item 53 (Stewart Way Contingency Work) to reflect the actual cost of unanticipated work on the bid schedule. The unanticipated work includes additional potholing due to unforeseen utilities and replacement of a broken meter box based on direction from the District. The actual cost of contingency work completed on this item was \$801.48 resulting in a credit to the District of \$9,198.52.

**TOTAL FOR ITEM T IS <\$9,198.52>**

**Bid Schedule C - Mackedie Way Watermain and Services:**

- U. Amend Bid Item 61 (1-inch Single Service) to reflect a decrease in the number of 1-inch service installations from three (3) each to two (2), the actual quantity installed. At the contract rate of \$3,500.00 per 1-inch service, the reduction in the Contract quantity results in a credit to the District in the amount of \$3,500.00.

**TOTAL FOR ITEM U IS <\$3,500.00>**

- V. Delete Bid Item 66 (Non-Excavatable Rock) to omit all labor, equipment and subcontractor costs for work not performed in response to encountering rock resulting in a credit to the District of \$50.00.

**TOTAL FOR ITEM V IS <\$50.00>**

- W. Amend Bid Item 67 (4-inch Trench Patch) to reflect an increase in the amount of 4-inch Trench Patch from 1,500 SF to 1,548 SF, the actual quantity installed. At the contract rate of \$8.54 per square foot, the increase in the Contract quantity results in additional cost to the District in the amount of \$409.92.

**TOTAL FOR ITEM W IS \$409.92**

- X. Delete Bid Item 69 (3-inch miscellaneous patch paving) to omit all labor, equipment and subcontractor costs for work not performed as a result of direction in the field from the City of South Lake Tahoe resulting in a credit to the District of \$1,800.00.

**TOTAL FOR ITEM X IS <\$1,800.00>**

- Y. Amend Bid Item 70 (Mackedie Contingency Work) to reflect the actual cost of unanticipated work on the bid schedule. The Mackedie project included quite a bit of contingency work which was required due to the meter installation project. This area was originally skipped due to how the properties were served which was historically from a community well and a backyard main. The work included abandonment of the backyard main and services and installing long customer services from the new service and meter locations from the right-of-way. Each service connection included installation of a pressure regulator and substantial paving was required due to a long driveway that had to be open cut due to an existing gas service. The work was documented with T&M tickets. The actual cost of contingency work completed for this bid schedule was \$80,608.95 resulting in additional cost to the District of \$60,608.95.

**TOTAL FOR ITEM Y IS \$60,608.95**

**Bid Schedule D - Cornelian/Keetak Street Watermain Installation:**

- Z. Delete Bid Item 73 (Groundwater Dewatering) to omit all labor, equipment and

subcontractor costs for work not performed in response to encountering groundwater resulting in a credit to the District of \$150.00.

**TOTAL FOR ITEM Z IS <\$150.00>**

AA. Amend Bid Item 77 (6-inch Water Main) to reflect a decrease in the number of linear feet of 8-inch water main from 255 linear feet (LF) to 225 LF, the actual footage installed. At the contract rate of \$117.00 per linear foot, the reduction in the Contract quantity results in a credit to the District in the amount of \$3,510.00.

**TOTAL FOR ITEM AA IS <\$3,510.00>**

BB. Amend Bid Item 81 (Keetak Contingency Work) to reflect the actual cost of unanticipated work on the bid schedule. The unanticipated work includes additional potholing based on direction from the District, removal of unforeseen concrete and a 2-inch mill and overlay that was required by El Dorado County. The actual cost of contingency work completed on this item was \$6,342.31 resulting in additional cost to the District of \$1,342.31.

**TOTAL FOR ITEM BB IS \$1,342.31**

**Bid Schedule E – Susquehana PRV Replacement:**

CC. Delete Bid Item 84 (Groundwater Dewatering) to omit all labor, equipment and subcontractor costs for work not performed in response to encountering groundwater resulting in a credit to the District of \$500.00.

**TOTAL FOR ITEM CC IS <\$500.00>**

DD. Amend Bid Item 91 (Electrical and Instrumentation Trenches) to reflect an increase in the amount of electrical and instrumentation conduits installed from 20 feet to 65 feet due to a field change in the location of the control panel. Also included as a part of this bid item was the installation of the electrical service to the control panel per RFI #2. At the contract rate of \$96.00 per linear foot, the increase in the Contract quantity results in additional cost to the District in the amount of \$4,320.00

**TOTAL FOR ITEM DD IS \$4,320.00**

EE. Amend Bid Item 94 (2-inch mill and overlay) to reflect a decrease in the quantity from 3,500 SF to 1,500 SF, the actual quantity installed. At the contract rate of \$3.56 per square foot, the decrease in the Contract quantity results in a credit to the District of \$7,120.00.

**TOTAL FOR ITEM EE IS <\$7,120.00>**

FF. Amend Bid Item 95 (Susquehana PRV Contingency Work) to reflect the actual cost of unanticipated work on the bid schedule. The unanticipated work includes painting of the control panel, modifications to the instrumentation, installation of a second grounding rod, rock removal and installation of two bollards. The actual cost of contingency work completed on this item was \$6,605.34 resulting a credit to the District of \$8,394.66.

**TOTAL FOR ITEM FF IS <\$8,394.66>**

**Bid Schedule F – Price Road PRV Replacement:**

GG. Delete Bid Item 98 (Groundwater Dewatering) to omit all labor, equipment and

subcontractor costs for work not performed in response to encountering groundwater resulting in a credit to the District of \$100.00.

**TOTAL FOR ITEM CC IS <\$100.00>**

HH. Amend Bid Item 110 (Price Road PRV Contingency Work) to reflect the actual cost of unanticipated work on the bid schedule. The unanticipated work includes painting of the control panel, modifications to the instrumentation, installation of a second grounding rod, rock removal and relocation of a service connection. The actual cost of contingency work completed on this item was \$5,213.20 resulting a credit to the District of \$9,786.80.

**TOTAL FOR ITEM HH IS <\$9,786.80>**

**Bid Schedule G – Miscellaneous System Improvements:**

II. Increase Bid Item 111 (As-Needed Water System Improvements) to reflect work done to assist the underground water department with fixing a leak at Hotel Beckett. The work was tracked on T&M and results in additional cost to the District of \$4,062.68.

**TOTAL FOR ITEM II IS \$4,062.68**

JJ. Increase Bid Item 111 (As-Needed Water System Improvements) to reflect work done to install a new waterline on Cold Creek Trail and tie-into the 19-inch waterline on Pioneer Trail in order to abandon a deep high pressure 4-inch steel waterline which has had multiple leaks in Pioneer Trail requiring extensive re-paving per DCM #23. The agreed upon cost of work for this item was \$172,316.00 resulting in additional cost to the District of \$171,516.00.

**TOTAL FOR ITEM JJ IS \$171,516.00**

KK. Amend Bid Item 111 to reflect work done under the As-Needed Water System Improvements to replace a 10-inch meter used for snowmaking at Heavenly per DCM #4. The agreed upon cost of work for this item was \$22,435.00 resulting in additional cost to the District of \$22,435.00.

**TOTAL FOR ITEM KK IS \$22,435.00**

LL. Amend Bid Item 112 to reflect work done under the As-Needed Sewer System Improvements. Prior change orders to this bid item included extensive work done during the Caldor Fire response efforts, emergency repair of the Tallac sewer main and installation of a manhole in the Bal Bijou parking lot. Installation of the manhole installation had to be cancelled due to the early snow fall, therefore the District is purchasing the material from the contractor and cancelling the installation which will be included in a future contract. The actual work completed under the As-Needed Sewer System Improvements is \$315,263.82 resulting in a credit to the District of \$30,502.52.

**TOTAL FOR ITEM LL IS <\$30,502.52>**

**Additional Depth of Watermain (Applies to Various Bid Schedules):**

MM. Amend Bid Item 113 to reflect a decrease in the number of linear feet installed at a lower depth than standard from 500 linear feet (LF) to 265 LF, the actual footage installed. At the contract rate of \$7.00 per linear foot, the reduction in the Contract quantity results in a credit to the District in the amount of \$1,645.00.

**TOTAL FOR ITEM MM IS <\$1,645.00>**

**Alternate Bid Item (Applies to Various Bid Schedules):**

NN. Amend Bid Item 114 to reflect a decrease in the number of linear feet installed at the District's standard depth of 48-inches cover 5,570 linear feet (LF) to 5,233 LF, the actual footage installed. At the contract rate of \$5.81 per linear foot, the reduction in the Contract quantity results in a credit to the District in the amount of \$1,957.97.

**TOTAL FOR ITEM NN IS <\$1,957.97>**

**Contract Calendar Days:**

OO. Increase the amount of calendar days by 76 days to match the date of the closeout agreement. The contract time was previously extended in order to complete work under the as-needed services that was not part of the original contract. This increase in working time matches the time to closeout the contract with an ending date of February 16<sup>th</sup>, 2023.

**TOTAL FOR ITEM OO IS \$0.00**

**TOTAL FOR CHANGE ORDER 04 IS  
A Through OO = \$108,476.73**

## CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS is made in South Lake Tahoe, California, this 16<sup>th</sup> day of February, 2023 by and between South Tahoe Public Utility DISTRICT, hereinafter referred to as "DISTRICT", and Haen Constructors, hereinafter referred to as "CONTRACTOR".

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of CONTRACTOR, for and in consideration of Two Million Seven Hundred Twenty-Six Thousand Five Hundred Eighteen Dollars and Sixty Cents (\$2,726,518.60), contract amount, and the sum of Five Hundred Eighty-Four Thousand One Hundred Ninety-Nine Dollars and Two Cents (\$584,199.02) for said Contract Change Order Nos. 1 through 4, receipt of which is hereby acknowledged, has submitted waivers from all subcontractors and suppliers in the form required by Civil Code §8132 - 8138, and does hereby and for each of its successors, assigns and partners, release acquit and forever discharge the SOUTH TAHOE PUBLIC UTILITY DISTRICT OF EL DORADO COUNTY, CALIFORNIA, and each of its successors, assigns, officers, agents, servants, and employees, from any and all rights, claims, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever, which might have been asserted against DISTRICT by reason of any matter or thing which was the subject matter of or basis for:
  - A. The performance of all terms and conditions of that certain agreement dated April 13, 2021, for Purchase Order Nos. 2021-1020, 2021-1021, 2021-1022, 2021-1023, 2021-1024, 2021-1025, 2021-1026, 2021-1027, 2021-1028, DISTRICT project described as **2021 ROCKY I WATERLINE AND PRV REPLACEMENT PROJECT**.
  - B. Change Order Nos. 1-4 through as approved by the parties, pertaining to Purchase Order Nos. 2021-1020, 2021-1021, 2021-1022, 2021-1023, 2021-1024, 2021-1025, 2021-1026, 2021-1027, 2021-1028 and shown in Payment Request No. 16 , dated February 16, 2023.
2. That the undersigned, as the authorized representative of DISTRICT, for and in consideration of the CONTRACTOR's completion of Purchase Order Nos. 2021-1020, 2021-1021, 2021-1022, 2021-1023, 2021-1024, 2021-1025, 2021-1026, 2021-1027, 2021-1028 does hereby and for each of its successors, and assigns, releases, acquits and forever discharge Haen Constructors and each of its successors, assigns, officers, agents, servants, and employees, and sureties from any and all rights, claims, demands, debts, obligations, liability, actions, costs, expenses whatsoever which might have been asserted against CONTRACTOR, except for the rights accruing to the DISTRICT in California Code of Civil Procedure Section 337.15, Entitled "Ten Years - Action to Recover Damage from Latent Deficiencies in Planning or Construction of Improvements to Real Property," which rights are specifically not released, and except for warranties and sureties provided by reason of any matter or thing which was the subject matter of or basis for:
  - A. The performance of all terms and conditions of that certain agreement dated April 13, 2021, for Purchase Order Nos. Nos. 2021-1020, 2021-1021, 2021-1022, 2021-1023, 2021-1024, 2021-1025, 2021-1026, 2021-1027, 2021-1028, DISTRICT project described as **2021 ROCKY I WATERLINE AND PRV REPLACEMENT PROJECT**.

- B. Change Order Nos. 1-4 and as approved by the parties, pertaining to Purchase Order Nos. 2021-1020, 2021-1021, 2021-1022, 2021-1023, 2021-1024, 2021-1025, 2021-1026, 2021-1027, 2021-1028 and shown in Payment Request No. 16 dated February 16, 2023.
3. Nothing contained herein shall waive or alter the rights, privileges, and powers of the DISTRICT or the duties, liabilities and obligations of the CONTRACTOR and its surety in respect to any portions of the Specifications for Purchase Order Nos. 2021-1020, 2021-1021, 2021-1022, 2021-1023, 2021-1024, 2021-1025, 2021-1026, 2021-1027, 2021-1028.
  4. The DISTRICT has received no claims from the CONTRACTOR.
  5. The DISTRICT filed and recorded a NOTICE OF COMPLETION with the County of El Dorado Recorder on January 9, 2023. As such, the statutory Lien Period expired on February 12, 2023.

6.	The Presently Retained Amount:	\$165,535.88
	Original Contract Amount:	\$2,726,518.60
	Total Change Order Amount:	\$584,199.02
	Less: Amount Previously Paid (Request Nos. 1 through 15)	\$2,853,636.67
	BALANCE:	\$457,080.95

The retainage will be released to the CONTRACTOR at the expiration of the lien period 35 (thirty-five) calendar days after date of recording a NOTICE OF COMPLETION by El Dorado County Recorder or when all liens have been released, whichever last occurs. Release pursuant to this agreement shall not apply to CONTRACTOR's rights to the presently retained amount until such time as such amounts are received in full by CONTRACTOR.

7. CONTRACTOR and DISTRICT agree that the total adjusted contract price and time of performance for Purchase Order Nos. 2021-1020, 2021-1021, 2021-1022, 2021-1023, 2021-1024, 2021-1025, 2021-1026, 2021-1027, 2021-1028 after the execution of change orders shall be as follows:

Original Contract Price:	\$2,726,518.60
Original Calendar Days:	191
Total Adjusted Price:	\$3,310,717.62
Total Adjusted Calendar Days:	667

8. It is understood and agreed by the undersigned that the facts with respect to which the foregoing Release is given may hereafter turn out to be other than or different from the facts in that connection now known to be or believed by said undersigned to be true, and the undersigned hereto expressly assume the risk of the facts turning out to be different than they now so appear, and agree that the foregoing Release shall be, in all respects, effective and not subject to termination or recession by any such difference in facts and undersigned hereby expressly waive any and all rights the undersigned have or may have under California Civil Code Section 1542, which provides as follows:



"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."

9. The releases made by the CONTRACTOR and the DISTRICT herein are not to be construed as an admission or admissions of liability on the part of either party and that the parties deny liability hereof. The undersigned agree that they will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the other party based on, arising out of, or in any way connected with the subject matter of this Release.
10. The CONTRACTOR hereby releases the DISTRICT from all claims, including those of its Subcontractors for all delay and impact costs, if any.
11. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR has not heretofore assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever and the CONTRACTOR agrees to indemnify and hold harmless the DISTRICT against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims, including attorney's fees, arising out of or connected with any such assignment or transfer or purported assignment or transfer.
12. The undersigned acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Closeout Agreement and Release of Claims. The undersigned acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained herein.
13. The undersigned further declare and represent that no promise, inducement or agreement, not herein expressed, have been made to the undersigned and that this Release contains the entire agreement among the parties hereto and that the terms of the Release are contractual and not a mere recital.
14. The persons executing this Closeout Agreement and Release of Claims represent and warrant to the other party that the execution and performance of the terms of this Release have been duly authorized by all requisite corporate, partnership, individual, or other entity requirements and that said persons have the right, power, legal capacity and authority to execute and enter in the Closeout Agreement and Release of Claims.

\_\_\_\_\_  
JOHN THIEL, P.E., M.B.A., GENERAL MANAGER / ENGINEER

\_\_\_\_\_  
DATED

\_\_\_\_\_  
ATTEST: MELONIE GUTTRY, CLERK OF BOARD

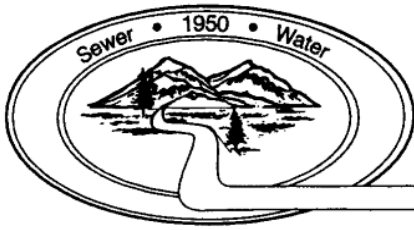
\_\_\_\_\_  
DATED

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATED

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline



# South Tahoe Public Utility District

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

## BOARD AGENDA ITEM 4b

**TO:** Board of Directors

**FROM:** Julie Ryan, Engineering Department Manager

**MEETING DATE:** February 16, 2023

**ITEM – PROJECT NAME:** Al Tahoe Well Rehabilitation and Al Tahoe / Bayview  
Emergency Power Project

**REQUESTED BOARD ACTION:** (1) Approve the proposed Scope of Work from Kennedy Jenks to provide engineering consulting services; and, (2) Authorize the General Manager to execute Task Order No. 14B in the amount \$301,653.

**DISCUSSION:** Between April 4 and August 18, 2022, the Board approved design services for the Al Tahoe Well Rehabilitation and Al Tahoe / Bayview Emergency Power Project, totaling \$332,674, and allowing work to proceed through the alternatives evaluation, design memorandum and site investigations stages. Now, the consultant is ready to proceed with developing the 90% Design for the project, which will include:

- Installing a 500 kW manual start generator located at Al Tahoe Well, to serve either Al Tahoe Well or Bayview Well (original scope),
- Installing two-40 kW autostart diesel generators, one located at each well site (additional scope),
- Replacing all major electrical systems at Al Tahoe Well (original scope),
- Replacing pump and motor at Al Tahoe Well (original scope),
- Making site improvements at Al Tahoe Well (original scope) and Bayview Well (additional scope),
- Improving Programmable Logic Controller (PLCs) at Al Tahoe Well (original scope) and Bayview Well (additional scope),
- Upsizing chlorine storage capacity and safety improvements at Al Tahoe Well (additional scope),
- Demolishing old well building at Al Tahoe Well (additional scope),
- Adding pump-to-waste connection at Al Tahoe Well (additional scope), and
- Relocating the 6,000 gallon diesel storage tank from Luther Pass Pump Station to Al Tahoe Well, and installing a new 12,000 gallon diesel storage tank at Luther (additional scope).

As indicated above, the project scope has grown through the design process, addressing problems that had not been identified at the start, and effectively utilizing District resources. The requested budget for design services is \$272,424.

Additionally, staff has requested that Kennedy Jenks prepare an addendum to the Alternatives Evaluation, taking a deeper dive into the feasibility and benefits of supplementing the diesel generator with battery storage for a hybrid solution. Kennedy Jenks has requested a budget of \$29,229 to prepare this supplemental memo.

Based on the original proposal, 90% Design will take approximately 5 months to complete. However, the project is seeking outside funding from Federal Emergency Management Agency (FEMA) to support the installation of backup power at these two most critical water supply wells. If the grant has not been awarded by the time the 90% Design is complete, staff expects to suspend the project and not proceed to construction until funding is secured, unless rehabilitation of the well becomes urgent.

Details for the proposed work are provided in the attached Scope of Work, including the Cost Proposal. The work will be performed by Kennedy Jenks as Task Order No. 14B under the existing Master Services Agreement for Consulting Services.

**SCHEDULE:** Complete by August 2023

**COSTS:** \$120,607; \$149,836; \$31,210

**ACCOUNT NO:** 2030-8371 (ATWRHB); 2030-8372 (ATWPWR); 1030-8278 (LPFUEL)

**BUDGETED AMOUNT AVAILABLE:** \$459,734

**ATTACHMENTS:** Scope of Work and Cost Proposal

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**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Water

**GENERAL MANAGER:** YES CR NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES AA NO \_\_\_\_\_



7 February 2023

Julie Ryan, P.E.  
Engineering Department Manager  
South Tahoe Public Utility District  
1275 Meadow Crest Drive  
South Lake Tahoe, California 96150

**Subject: Revised Proposal to Provide Additional Engineering Services for the AI Tahoe Well Rehabilitation and AI Tahoe/Bayview Emergency Power Project**

Dear Ms. Ryan:

Per several previous discussions our discussions on 12 January 2023 during the design review meeting and on 2 and 7 February 2023, attached is a scope of work, budget, and schedule to provide additional engineering services for the South Tahoe Public Utility District (District) project to provide backup power at the Bayview and AI Tahoe #2 wells that have arisen during the execution of Task 1 Project Management, Task 2 Data Collection, Review and Analysis, and Tasks 3.1 – 3.3.

This attachment serves to document additional scope items to replace the diesel fuel tank at the Luther Pass Pump Station; and to incorporate the generator installation at Paloma and Keller Wells into the AI Tahoe bid package. All services will be up to 90% design at this time pending confirmation of grant funding.

We appreciate the opportunity to provide further services to the District. If you have any questions regarding our proposal, please contact Sachi at 650-852-2817.

Very truly yours,  
Kennedy/Jenks Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'Sachiko Itagaki'.

Sachiko Itagaki, P.E.  
Principal-in-Charge

A handwritten signature in blue ink, appearing to read 'Spencer T. Archer'.

Spencer T. Archer, P.E., BCEE  
Project Manager

Attachment A: Tasks and Deliverables  
Attachment B: Labor Effort and Fee Estimate Table

## ATTACHMENT A: TASKS AND DELIVERABLES

This attachment serves to document additional scope items that arisen during the execution of Task 1 Project Management, Task 2 Data Collection, Review and Analysis, and Tasks 3.1 – 3.3. In addition, the scopes for Tasks 3-6 have been refined as Task 2 approaches completion and the preferred alternatives have been selected by the District.

### Task 1 – Project Management

As scope items have been added, additional project management is requested for these additional items for both internal coordination as well as for quality assurance/quality control review.

#### 1.1 Management

KJ will provide additional project management services for the additional scope of work, including general task management, invoicing, activity coordination, schedule management, and subcontractor management throughout the completion of the task order. In addition to task specific meetings, KJ will organize and attend monthly check in calls with the District on project progress during Task 2.

#### 1.2 Quality Assurance/Quality Control (QA/QC)

KJ will prepare and implement a quality assurance and quality control (QA/QC) plan, and perform a review of all Task 3 deliverables prior to delivery in accordance with the plan. The internal reviews will focus on completeness, consistency, thoroughness, and conformance to the scope of services.

### Task 2 – Data Collection, Review and Analysis

#### 2.1 Kickoff Meeting - complete

#### 2.2 Data Collection & Review - complete

#### 2.3 Alternatives Analysis - complete

#### 2.4 Task 2 Optional Services - Not Started and on-hold until bid of construction documents, budget to be reallocated.

Note: The original scope of work for Tasks 3, 4, 5, and 6 is based on initial assumptions regarding the well rehabilitation and generator needs and were reviewed at the end of Task 2 and have been revised as needed below.

### Task 3 – Design – Additional Scope

The design will build on the recommended alternative developed in coordination with District staff in Task 2. The design is developed as described in the subtasks below.

#### 3.1 Topographic Surveying and Mapping – additional scope:

In addition to the original scope for topographic surveying and mapping to complete the final design documents as provided by KJ's subconsultant, Auerbach, additional scope was needed to respond to the District staff and include coordination of the following:

- Extend ground survey to the property adjacent to the Al Tahoe well site.
- Add survey of valve box locations

- Overtime for survey crew to complete survey ahead of snow storm.

#### 3.2 Geotechnical Analysis –additional scope:

In addition to the original scope for geotechnical services by Black Eagle, a subconsultant to KJ, additional scope was identified as follows:

Site Reconnaissance and Laboratory Testing: Extend the boring to a depth to intersect groundwater (approximately 35 feet) in order to assess liquefaction potential in compliance with 2022 Building Code.

#### 3.3 Design Memorandum: - Complete

#### 3.4 90% Design:

##### 3.4.1 Design Development – Additional Scope

The original scope was for KJ to prepare Design Drawings and Technical Specifications to a 90% level of completion for the generator installation and duct bank between well sites, and well rehabilitation as a single bid package for review by the District.

Since the authorization of the original scope, during the preparation of the Task 3.2 Design Memorandum, the District has requested additional services as follows:

- a. Preparation of separate pre-procurement package for transformer consisting of a technical specification and pre-procurement front end specification.
- b. Inclusion of small generators with automatic transfer switches, fuel transfer and associated conduit and instrumentation at Al Tahoe and Bayview sites to provide automatic power for lighting and instrumentation/controls during a power outage.
- c. Replacement of Bayview pump control panel with PLC control panel (estimated at 4+ drawings), move of electrical service and associated conduit, and development of control strategy for PLC programming specification.
- d. Add prefabricated wall at Bayview to reduce visual impact.
- e. Inclusion of prefabricated architectural security fencing, and gate in visible portions of the fence at Al Tahoe and prefabricated canopy over the Al Tahoe entry door, and add conduits at Al Tahoe and Bayview so that the District can install communication and power for future security cameras.
- f. Addition of 330 gallon chlorine storage tank and emergency shower in the Al Tahoe building.
- g. Conversion of old wellhead into monitoring well in old well building.

- h. Removing planter box and recalculating land coverage and incorporating in the civil design.
- i. Add pump to waste to Al Tahoe.
- j. Incorporate District-provided stamped and signed drawings and technical specifications for generators at Keller and Paloma wells into Al Tahoe bid documents.

The above items will be incorporated into the drawings and specifications as described below as in the original scope of work:

Design Drawings: Plan view drawings will include California Coordinate System grid tick marks with appropriate labels and will be prepared using KJ CAD and applicable District standards. A benchmark description and basis of bearing for the project control survey will be shown on the construction drawings. This also includes a single line drawing for the generator procurement package.

Technical Specifications: Method-type technical specifications in accordance with the Construction Specifications Institute (CSI) and the Standard Specifications for Public Works Construction “Greenbook,” latest edition. It is assumed that the District will furnish its front-end documents for pre procurement and for construction in electronic format for inclusion in the contract documents.

A Preliminary Sequence of Construction will be prepared to identify order of construction activities to inform detailed construction schedule.

A Class 3 Opinion of Probable Construction Cost (OPCC) will be provided in accordance with AACE International Standards for the generator installation, duct bank between well sites, and well rehabilitation.

#### 3.4.2 Design Review Meeting

KJ will respond to the District’s comments on the 90% design and return the comment log to the District. The project staff will meet with the District via a teleconference to discuss the 90% comments in a workshop format. Additional staff will attend to address additional scope items.

#### 3.5 Environmental Documentation/Compliance – Additional Scope

In addition to the scope previously authorized, additional effort to evaluate and support incorporation of the TRPA land coverage requirements associated with the two properties associated with the Al Tahoe well site into the environmental documentation.

#### Task 3 Deliverable(s):

Electronic only unless specified below:

- Final mapping
- Draft and final Pre procurement package for transformer
- 90% Contract Drawings and Specifications for generator installation, duct bank between well sites, additional scope

items and well rehabilitation.

- Preliminary Sequence of Construction
- Opinion of Probable Construction Cost (Class 3) for generator installation, duct bank between well sites, additional scope items, and well rehabilitation.
- 90% Design review meeting agenda and notes
- Draft and final responses to comments-on deliverables

#### Task 4 – Construction Documents- Future Task

##### Task 3 Assumptions

1. A single bid package is assumed for the generator installation, duct bank between well sites, and additional scope items. .
2. KJ estimated workshops with the District to review information would last up to 2 hours with key staff in attendance both in-person and virtually.
3. Each draft deliverable will receive one round of consolidated District comments for response and update in the final draft. The District will review deliverables in a timely manner (approximately 10 working days).

#### Task 5 – Bidding Services for Transformer – future task

#### Task 6 – Optional Services – No change from original scope

#### Task 7 – Luther Pass Pump Station Fuel Tank Replacement Design

KJ will prepare design drawings and specifications to upsize the 6,000-gallon fuel tank at the Luther Pass Pump Station (LPPS) to a 12,000-gallon fuel tank and a improve the retaining wall as necessary to accommodate the increased tank size.

##### 7.1 LPPS Fuel Tank Design Memorandum

KJ will prepare one draft and final Design Memorandum (DM) of up to 5 pages documenting the operating conditions and base assumptions for the design. The DM will include a review of applicable codes (e.g. fuel storage/fire, seismic), review existing slab foundation and retaining wall design, site layout recommendations, and an estimated schedule of design and construction.

##### 7.2 90% Design

###### 7.2.1 Design Development

KJ will prepare Design Drawings and Technical Specifications to a 90% level of completion for the LPSS fuel tank replacement for review by the District. The Drawings and Technical Specifications will be based upon the recommendations made in the design memorandum. Specific information regarding drawings and specifications include:

Design Drawings: Plan view drawings will include California Coordinate System grid tick marks with appropriate labels and will be prepared using KJ CAD and applicable District standards. A benchmark description

and basis of bearing for the project control survey will be shown on the construction drawings. This also includes a single line drawing for the generator procurement package.

Technical Specifications: Method-type technical specifications in accordance with the Construction Specifications Institute (CSI) and the Standard Specifications for Public Works Construction "Greenbook," latest edition. It is assumed that the District will furnish its front-end documents for pre procurement and for construction in electronic format for inclusion in the contract documents.

A Preliminary Sequence of Construction will be prepared to identify order of construction activities to inform detailed construction schedule.

A Class 3 Opinion of Probable Construction Cost (OPCC) will be provided in accordance with AACE International Standards.

#### *7.2.2 Design Review Meeting*

KJ will respond to the District's comments on the 90% design and return the comment log to the District. The project staff will meet with the District via a teleconference to discuss the 90% comments in a workshop format.

#### **Task 7.2 Deliverable(s):**

- 90% Design Drawings
  - PDF, 11"x17" for review
- 90% Contract Specifications
  - PDF
  - DOCX (MS Word)
- Opinion of Probable Construction Cost (Class 2)
  - XLSX (MS Excel)
- Design Review Meeting Agenda and Minutes
  - PDF

#### **7.3 Construction Documents – future task**

##### **Task 7.2 Assumptions:**

1. No additional survey is needed.
2. Geotechnical assumptions will be based on design parameters used in the 2007 Luther Pass Pump Station Generator design.
3. KJ estimated workshops with the District to review information would last up to 2 hours with key staff in attendance both in-person and virtually.
4. Each draft deliverable will receive one round of consolidated District comments for response and update in the final draft. The District will review deliverables in a timely manner (approximately 10

working days).

##### **Task 8: Al Tahoe Battery Backup Evaluation**

The District is interested in extending the evaluation of the battery option at Al Tahoe that was initiated in the Alternatives analysis. The following items will be evaluated:

1. Confirm power load needs for battery- this includes evaluating well start up and operational loads.
2. Define battery need criteria – this includes evaluating backup and load shifting scenarios under both winter and summer conditions.

Backup power needs for summer public service power supply outages as well as winter outage conditions including assessing hours or days between generator recharge; time needed to recharge the battery; and efficiency of use of the battery at both Bayview and Al Tahoe sites.

Load shifting is assumed to include use of Al Tahoe well to fill Stateline tanks on an average day demand winter and summer condition on both a peak and off peak (night time) scenario.

3. Assess power costs –Using up to 3 agreed upon battery needs scenarios from 2., includes evaluating power costs/savings for up to two Liberty Utility tariff classifications - A-2 for 50 -200 kw and A-3 for > 200 kw for both demand and consumption charges for the battery needs scenarios with and without battery use.

#### **Task 8 Deliverable(s):**

Prepare draft and final addendum/Technical Memorandum to Alternatives analysis.

Attend up to 3 workshops/meetings with District with up to 3 KJ staff

##### **Task 8 Assumptions:**

District to provide

- Runtime data for Al Tahoe and Bayview wells to evaluate winter and summer pumping and power usage
- Stateline zone demand data as documented in Carollo 2022 Technical Memorandum 1 Tahoe Keys Water System Analysis (note: Al Tahoe run assumptions not documented)

KJ estimated workshops with the District to review information would last up to 1.5 hours with key staff in attendance virtually.

## ATTACHMENT B: LABOR EFFORT AND FEE ESTIMATE TABLE

The tables found on the following pages show a summary of the previous authorization, the unauthorized work and the proposed budget augmentation as well as a more detailed estimate of the required hours for the project by task as outlined above. The initial hour projection identifies key project team members by billing classification and estimated hours for each project team member on a per task and total project basis. The fee is based on the KJ 1 January 2023 rate schedule as attached.



Al Tahoe Budget Summary		7-Feb-23	
	<b>Authorized Tasks</b>	<b>Total KJ Hours</b>	<b>Total \$</b>
TO 14	Task 1 Project Management QA/QC	52	\$ 13,846
	Task 2 -Data Collection, Review and Analysis	243	\$ 104,938
	Task 2 - Optional Services - Well rehab (incl subs) - NOT PERFORMED	46	\$ 112,875
	Subtotal TO 14	341	\$ 231,659
TO 14A	Task 3.1 - Topo Survey	0	\$ 16,500
	Task 3.2 - Geotech	0	\$ 7,700
	Task 3.3 - Draft and Final Design Memo	89	\$ 24,514
	Task 3.5 - Environmental Documentation	221	\$ 52,786
	Subtotal TO 14A	310	\$ 101,500
	Subtotal Authorized Tasks	651	\$ 333,159
	<b>Not Authorized Tasks</b>		
	Task 3.4 Generator Pre Procurement Docs	66	\$ 15,697
	Task 3.4 90% Design	869	\$ 195,777
	Task 4 Construction Documents	275	\$ 65,363
	Task 5 Bid Services	49	\$ 18,822
	Task 6 Optional Services - Not Costed		
	<b>Proposed Budget Augmentation</b>		
	Task 1 - Project Management and QA/QC (for Additional Scope)	66	\$ 17,274
	Task 3.1 - Additional Topo Survey	10	\$ 8,667
	Task 3.2 - Additional Geotech at Al Tahoe	6	\$ 4,698
	Task 3.4a - Draft/Final Pre Procurement - Transformer	22	\$ 5,252
	Task 3.4b - Prepare 90% Design for Small Generators	32	\$ 7,758
	Task 3.4c+d - Prepare 90% Design for Bayview Control Panel and Wall	133	\$ 32,944
	Task 3.4e-i - Prepare 90% Design for Al Tahoe Security , Chlorine Tank, Civil and Pump to Waste	223	\$ 53,498
	Task 3.4j - Incorporate Keller and Paloma Wells Generator	6	\$ 1,508
	Task 3.4.1 - Prepare 90% Design Specifications 3.4.1a - 3.4.1i	26	\$ 5,907
	Task 3.4.2 - 90% Design Meeting - Additional Staff	2	\$ 593
	Task 3.5 Environmental Documentation - TRPA Coverage Evaluation	20	\$ 4,514
	Subtotal Task 3 - Additional Scope	480	\$ 125,339
	Task 7 - Luther Pass Pump Station Fuel Tank Replacement		
	Task 7.1 LPPS Fuel Tank Design Memo	18	\$ 4,701
	Task 7.2 90% Design	108	\$ 26,510
	Task 7 Sub-Total	126	\$ 31,210
	Task 8 - Al Tahoe Battery Evaluation	112	\$ 29,229
	Budget Augmentation Tasks 1, 3, 7 and 8 Sub Total	784	\$ 203,053
	Authorization for Original Scope Tasks 3.4	935	\$ 211,474
	<b>Total</b>	<b>1719</b>	<b>\$ 414,528</b>
	Minus Budget for Task 2 Optional Services Not performed		\$ (112,875)
	<b>Total Authorization Request</b>		<b>\$ 301,653</b>





**Client/Address:** South Tahoe Public Utility District  
 1275 Meadow Crest Drive  
 South Lake Tahoe, CA 96150

**Contract/Proposal Date:** Proposal to Provide Additional Services for AI Tahoe/Bayview Generator  
 February 7, 2023

## Schedule of Charges

January 1, 2023

### PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1 .....	\$150
Engineer-Scientist-Specialist 2 .....	\$180
Engineer-Scientist-Specialist 3 .....	\$200
Engineer-Scientist-Specialist 4 .....	\$220
Engineer-Scientist-Specialist 5 .....	\$240
Engineer-Scientist-Specialist 6 .....	\$260
Engineer-Scientist-Specialist 7 .....	\$285
Engineer-Scientist-Specialist 8 .....	\$305
Engineer-Scientist-Specialist 9 .....	\$320
Senior CAD-Designer .....	\$185
CAD-Designer .....	\$170
Senior CAD-Technician .....	\$155
CAD-Technician .....	\$140
Project Assistant .....	\$140
Administrative Assistant .....	\$120
Aide.....	\$95

In addition to the above Hourly Rates, a four percent Communications Charge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

### Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

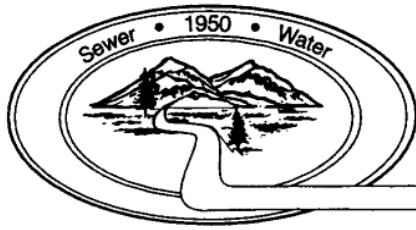
Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2023 through December 31, 2023. After December 31, 2023, invoices will reflect the Schedule of Charges currently in effect.

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline



# South Tahoe Public Utility District

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

## BOARD AGENDA ITEM 4c

**TO:** Board of Directors

**FROM:** Julie Ryan, Engineering Department Manager

**MEETING DATE:** February 16, 2023

**ITEM – PROJECT NAME:** Wastewater Treatment Plant and Field Stations Condition Assessment

**REQUESTED BOARD ACTION:** (1) Approve the proposed Scope of Work from Water Systems Consultants to provide engineering consulting services; and, (2) Authorize the General Manager to execute Task Order No. 1D in the amount \$245,681.

**DISCUSSION:** Between January 2021 and March 2022, the Board authorized Task Orders 1, 1A, 1B and 1C with Water Systems Consultants (WSC) for three phases of the Wastewater Treatment Plant and Field Stations Condition Assessment Project, the scope of which was augmented to include services in support of Secondary Clarifier No. 3 failure assessment, Luther Pass Pump 1 vibration assessment and structure and coatings assessment of below-grade structures at the Wastewater Treatment Plant (WWTP). The total authorized to date is approximately \$479,093. The project team has now completed the following elements of Phases 1 through 3:

- preliminary structural assessments at the WWTP and Fountain Shops,
- visual inspection and preparation of testing plans for electrical facilities at the WWTP and select water and sewer field stations,
- preparation of inspection plans of select underground piping at the WWTP, and
- electrical testing of WWTP and field stations.

The project team continues to work on inspection of the WWTP underground piping as weather and plant operations allow.

WSC is now ready to proceed with Phase 4 of the Condition Assessment project, which includes a Tier 1 structural assessment of 3 select structures at the WWTP (Filter Building, RAS Building and Shop/Warehouse Building), prioritization of electrical facilities for replacement, and development of recommendations for an ongoing monitoring program for major electrical assets. After a credit for work not performed in prior phases, the total cost for Phase 4 is \$211,701.

Further, staff has requested that WSC and HDR expand the scope of services they have been providing at Luther Pass in support of troubleshooting vibrations at Pump 1. Over the past year, WSC and HDR have provided as-needed remote consultation at a cost of approximately \$11,000. Now that the pump base has been rebuilt, the pump has been reconnected, and staff are continuing to see elevated pump vibrations, a more thorough analysis of pump vibrations is warranted. HDR will visit the site to perform vibration monitoring and develop recommendations for next steps to address the vibration problem, at a cost not to exceed \$33,980.

Details for this phase of work are provided in the attached Scope of Work, including a detailed Cost Proposal. The work will be performed by WSC with support from HDR as Task Order No. 1D under the existing Master Services Agreement for Consulting Services.

**SCHEDULE:** complete by June 30, 2023

**COSTS:** \$205,166.50; \$6,534.50; \$33,980.00

**ACCOUNT NO:** 1030-4405; 2030-4405; 2026-8315

**BUDGETED AMOUNT AVAILABLE:** \$1,041,407

**ATTACHMENTS:** Scope of Work and Cost Proposal

---

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer/Water

**GENERAL MANAGER:** YES CR NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES AT NO \_\_\_\_\_



## **TASK ORDER 1D**

### **SCOPE OF WORK**

The WSC team will provide the following services for South Tahoe Public Utility District's (District's) Wastewater Treatment Plant (WWTP) and Field Station facilities to help the District make decisions moving forward that will promote the continued reliability of these facilities. The project includes evaluation and assessment of WWTP electrical equipment, WWTP pipelines, the Luther Pass Pump Station and select WWTP structures. The project also includes electrical assessment at the District's Water and Sewer Field Stations. The assessment and evaluations performed in this scope of work focus on infrastructure components that are critical for reliable, long-term operations.

The WSC team includes consultant teaming partner, HDR, who will be providing electrical, structural, and corrosion technical support services on the project. WSC's team is led by project manager, Rob Natoli, with key support from Scott Duren (Pipelines Lead), Jeff Lawrence (Field Stations Lead), Dan Gott (Electrical Lead), and Phoenix Nguyen (Structural Lead).

The work included in Task Order 1D is additional services for Task 11 (Condition Assessment Technical Memorandums) and Task 12 (Luther Pass PS Vibration Support) and the Addition of New Task 14 (ACSE 41 Structural Evaluations).

### **TASK 11.0 ELECTRICAL ASSETS MONITORING AND REPLACEMENT PRIORITIZATION**

#### ➤ Monitoring Plans:

- (1) Develop monitoring plans for different types of assets located at the pump stations. It is assumed that the plans will be organized by asset type and that there will be a maximum of 6 asset types. The following subtasks will be completed:
  - (a) Develop monitoring table for each asset type including each monitoring activity, the estimated level of effort to complete the activity, intervals for the activity and the industry recommendations the activity and internal is based on (as applicable)
  - (b) Develop a table describing the monitoring strategy for each asset type. The tables will provide different strategies based on the conditions observed. These tables will be reviewed with the District and updated based on feedback.
  - (c) Document the District's existing monitoring activities for each asset type to compare District activities with the recommendations. Coordinate the updated recommendations with current monitoring strategies.
- (2) Once the monitoring tables have been completed, apply the monitoring tables to the pump stations and identify specific monitoring activities for each pump station.



- (3) Compile the results of this task into Pump Station Monitoring TM. A draft of the TM will be provided to the District for review.
  - (4) Conduct a virtual meeting with the District to discuss the proposed monitoring plans and TM. Update the monitoring plans and TM based on District comments.
- Replacement Prioritization
- (1) Work alongside the District to develop an operations staff survey to identify the criticality and safety issues at the existing field stations and at the WWTP. Scope assumes up to 8 hours of coordination for this activity.
  - (2) Use existing condition assessment data to rank equipment at each field station and assets at the WWTP, update costs of replacement for assets by field station, and information from the District survey in Replacement Prioritization tool.
  - (3) Develop Replacement Prioritization Tool for weighting and scoring each field station or WWTP asset. Develop draft results of replacement prioritization table to review table and refine the rankings based on staff input.
  - (4) Development a draft and final Replacement Prioritization TM for the Water Field Stations, Sewer Field Stations and WWTP Assets. Separate TMs are assumed for each of these asset types.
  - (5) Conduct a virtual meeting with the District to discuss the proposed replacement prioritizations for the three asset areas. Update the monitoring plans and TM based on District comments.

***One Draft and final Monitoring TM in PDF format. Three Draft and final Replacement Prioritization TMs (One each for Water Stations, Sewer Stations, and WWTP)***

#### **Task 11 Assumptions**

- Development of Replacement Prioritization criteria will be developed with District input from the staff survey. WSC team to implement the District survey responses and the analysis to develop these criteria outside of the survey is not included in the scope of work.

#### **TASK 12.0 LUTHER PASS PUMP STATION VIBRATION SUPPORT**

- Vibration experts to conduct field visit to Luther Pass Pump Station to conduct the following activities:
- (1) Measure the structural natural frequencies of the motor and the pump.
  - (2) Modal of the pump and/or motor depending on the results of the natural frequency test.





- (3) Measure the operating:
  - (a) Pump and motor bearing temperatures.
  - (b) Motor bearing housing operating vibration levels.
  - (c) Pump shaft lateral displacement and bearing housing vibration.
  - (d) Pump suction and discharge pressures
- Following the field visit the field visit findings will be documented in a Technical Memo with results of vibration and modal analysis.
  - (1) Document issues with pump
  - (2) Present Potential Mitigation
- The scope of work also includes additional budget for Luther Pass support services for ongoing coordination, meetings and follow up direction of implementation of TM findings. This task is budgeted as time and materials, not to exceed.

***Deliverables: Draft and Final Technical Memorandum Summarizing Field Findings and Analysis in PDF format.***

#### **TASK 14.0 ASCE 41 STRUCTURAL EVALUATIONS**

- HDR Engineering, Inc., (HDR) will provide structural engineering services to South Tahoe Public Utility District (District) for the structural evaluation of three wastewater treatment plant buildings. The three buildings identified for this project are:
  - (1) Filter Building
  - (2) Return Activated Sludge (RAS) Pumping Station Building
  - (3) Shop and Warehouse Building
- HDR will review existing drawings and perform site visits to confirm general conformance with available record drawings of the three building structures. Field visits will document existing condition conformance with the available record drawings and provide documentation of existing structural components, where accessible for the three structures. The site visit is assumed to be three days for two structural engineers.
- HDR will develop Tier 1 American Society of Civil Engineers (ASCE) 41 structural calculations to identify structural vulnerabilities for the overall building system of the three building structures.
- HDR will provide a structural evaluation report for the three building structures. This will include summarized findings and collected information and the structural evaluation findings from the ASCE 41 Tier 1 analysis, and recommendations for retrofit/strengthening or replacement of each building.



- HDR will prepare a Class 5 opinion of probable construction cost (OPCC) for each recommendation (retrofit or replacement) of the three buildings included in the draft and final evaluation report. The Class 5 cost opinion will be appended to the evaluation report.
- WSC Project Manager and HDR Structural Lead to attend the following meetings for Task 14:
  - (1) One virtual two-hour workshop for the Kickoff of the Structural Evaluations.
  - (2) One virtual two-hour workshop for the draft deliverable

**Task 14 Assumptions:**

- Where access is restricted, assumptions will be made for structural members based on available record drawings. If neither access nor record drawings are available, those components of structures will not be evaluated, this will be noted as such in the Task 14 TM.
- Seismic and geotechnical data will be obtained from historical reports provided by the District or presumptive Code values.
- The original plans for the RAS building are available, however the expansion plans for the upper level are not available. Field visits will include field survey of the existing structure where accessible. Assumptions will be made where reasonable based on field observations.
- Field direction for District confirmation of CMU wall grout (or lack thereof) will be provided during the site visits.
- The steel mezzanine stair and platform structure inside the filter building is excluded from the evaluation. They are not part of the main building vertical or lateral system, and information necessary for an assessment is not available.
- The interior architectural walls, rooms, frame, stairs, and mezzanine in the filter and shop/warehouse building are excluded from the evaluation. They are not part of the main building vertical or lateral system, and information necessary for an assessment is not available.
- Equipment and non-structural elements, including equipment and pipe supports, shelving, architectural components, stairs, and partition walls, are excluded from the evaluation.

***Deliverables: Draft and Final Structural Evaluation Report in PDF Format***

**Task Order 1D Assumptions**

- Budget assumes that all Task Order 1D work will be completed by July 1, 2023.
- All meetings are virtual meetings, unless noted otherwise in the scope of work.
- District comments on submitted documents will be provided in a single consolidated set. A single review of each document will be completed by the District.



## Fee Adjustments for Task Order 1D

Task Order 1D includes the new scope items listed for Tasks 11, 12 and 14 as outlined in the above scope of work. The fee estimates for the Task Order 1D work items are summarized in Table 1 below. Detailed fee estimates for these items are presented on the following pages.

**Table 1. Task Order 1D Fee Estimate**

Task No.	Added Work	Fee Estimate
Task 11	Electrical Assets Monitoring And Replacement Prioritization Analysis and TMs	\$56,624
Task 12	Luther Pass PS Vibration Support Field Visit and TM	\$33,980
Task 14	ACSE 41 Structural Evaluations for RAS Building, Filter Building, and Shop and Warehouse Building and Evaluation Report	\$195,248
	<b>Task Order 1D Total Fee</b>	<b>\$285,852</b>

Task 5, 6, and 11 of the existing project tasks have remaining budgets that can be allotted to the Task Order 1D work. These items are summarized in Table 2.

**Table 2. Existing Budgets to Allocate to Task Order 1D**

Task No.	Work Status	Fee to allocate to Task Order 1D
5	All Task 5 work complete. Remaining budget may to be allocated to Task Order 1D, Task 14 ASCE 41 Structural Evaluations	\$2,599
6	All Task 6 work complete. Remaining budget may to be allocated to Task Order 1D, Task 14 ASCE 41 Structural Evaluations	\$7,086
11	Existing budgets for underground piping GIS updates and updates to single line diagrams are being allocated to this current task order.	\$30,486
	<b>Existing Budgets to Allocate to Task Order 1D</b>	<b>\$40,171</b>

**Table 3. Task Order 1D Fee Summary**

Description	Fee to allocate to Task Order 1D
Task Order 1D Fee Estimate	\$285,852
Budget Offsets from Existing Items	\$40,171
<b>Task Order 1D Additional Fee Requested</b>	<b>\$245,681</b>



Task No.	Task Description	WSC							HDR	ALL FIRMS	
		QA/QC	Project Manager	Project Engineer	Project Accountant/Admin	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Total Fee
<i>Billing rates, \$/hr</i>		\$305	\$273	\$180	\$158						
<b>11</b>	<b>Electrical Asset Monitoring and Replacement Prioritization</b>										
11.1	Monitoring Recommendations Development		4			4	\$ 1,090	\$ -	\$ 1,090	\$ 9,309	\$ 10,399
11.2	Monitoring Recommendations TM		4	8		12	\$ 2,529	\$ 100	\$ 2,629	\$ 6,173	\$ 8,802
11.3	Pump Station Criticality Analysis		8	24		32	\$ 6,496	\$ 300	\$ 6,796	\$ 5,250	\$ 12,046
11.4	Pump Station Replacement Prioritization TM		8	48		56	\$ 10,813	\$ 400	\$ 11,213	\$ 2,571	\$ 13,784
11.5	Electrical Meetings and Coordination		8	12		20	\$ 4,338	\$ 200	\$ 4,538	\$ 7,054	\$ 11,592
	<b>SUBTOTAL</b>	<b>0</b>	<b>32</b>	<b>92</b>	<b>0</b>	<b>124</b>	<b>\$ 25,266</b>	<b>\$ 1,000</b>	<b>\$ 26,266</b>	<b>\$ 30,358</b>	<b>\$ 56,624</b>
<b>12</b>	<b>Luther Pass Pump Station Vibration Support</b>										
12.1	Luther Pass PS vibration support Field Visit and TM		6			6	\$ 1,635	\$ 100	\$ 1,735	\$ 26,250	\$ 27,985
12.2	Luther Pass On-Call Support Services		12			12	\$ 3,270	\$ 100	\$ 3,370	\$ 2,625	\$ 5,995
	<b>SUBTOTAL</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>\$ 4,905</b>	<b>\$ 200</b>	<b>\$ 5,105</b>	<b>\$ 28,875</b>	<b>\$ 33,980</b>
<b>14</b>	<b>ASCE 41 Structural Evaluations</b>										
14.1	Data Collection and Field Visits		2			2	\$ 545	\$ -	\$ 545	\$ 22,670	\$ 23,215
14.2	Structural Evalaution and Analysis		2			2	\$ 545	\$ -	\$ 545	\$ 102,493	\$ 103,038
14.3	Structural Evaluation TM		4	4		8	\$ 1,809	\$ 100	\$ 1,909	\$ 32,274	\$ 34,183
14.4	Opinion of Probable Construction Costs		2			2	\$ 545	\$ -	\$ 545	\$ 13,107	\$ 13,652
14.5	Structural Meetings and Coordination		8	4		12	\$ 2,899	\$ 100	\$ 2,999	\$ 18,161	\$ 21,160
	<b>SUBTOTAL</b>	<b>0</b>	<b>18</b>	<b>8</b>	<b>0</b>	<b>26</b>	<b>\$ 6,344</b>	<b>\$ 200</b>	<b>\$ 6,544</b>	<b>\$ 188,704</b>	<b>\$ 195,248</b>
	<b>COLUMN TOTALS</b>	<b>0</b>	<b>68</b>	<b>100</b>	<b>0</b>	<b>168</b>	<b>\$ 36,515</b>	<b>\$ 1,400</b>	<b>\$ 37,915</b>	<b>\$ 247,937</b>	<b>\$ 285,852</b>

## HDR Fee Estimate for Task 11 Electrical Asset Monitoring and Replacement Prioritization

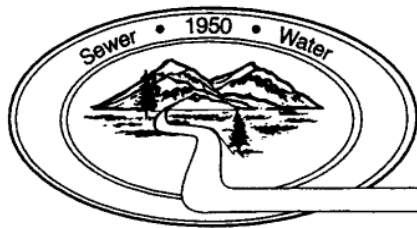
	Task Description	QA/QC	Project Manager	Electrical Engineer	Project Control	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
		\$272.42	\$ 396.83	\$ 287.69	\$106.28	\$132.80				
	<b>Develop Monitoring Plans</b>									
	Develop table for each asset type	2		20			22	\$6,299		\$6,299
	Document monitoring activities			8		2	10	\$2,567	\$0	\$2,567
	Draft and Final Monitoring TM	2		16		4	22	\$5,679	\$200	\$5,879
	<b>LOF and COF categories for Pump Stations</b>									
	Provide support to WSC	2		24			26	\$7,449		\$7,449
	<b>Project Management</b>									
	2 virtual meetings (2 hrs each)			6			6	\$1,726		\$1,726
	4 team coordination meetings (30 min each)		7	7			14	\$4,792	\$200	\$4,992
	<b>Subtotal Phase 2B</b>	<b>6</b>	<b>7</b>	<b>81</b>	<b>0</b>	<b>6</b>	<b>100</b>	<b>\$28,512</b>	<b>\$400</b>	<b>\$28,912</b>
<b>COLUMN TOTALS</b>		<b>6</b>	<b>7</b>	<b>81</b>	<b>0</b>	<b>6</b>	<b>100</b>	<b>\$28,512</b>	<b>\$400</b>	<b>\$28,912</b>

## HDR Fee Estimate for Task 14 Structural Evaluations

	Task Description	Project Manager	Structural Engineer	Structural Drafting	Cost Est	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
		\$ 390.72	\$ 226.00	\$ 226.00	\$ 313.00	\$ 146.00				
	Project Administration	24				12	36	\$11,129		\$11,129
	QA/QC Program	4	72				76	\$17,835		\$17,835
	Meetings and Workshops	10	10				20	\$6,167		\$6,167
	<b>Subtotal Task 1</b>	<b>38</b>	<b>82</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>132</b>	<b>\$35,131</b>	<b>\$0</b>	<b>\$35,131</b>
	Data Collection and Review	8	64				72	\$17,590	\$4,000	\$21,590
	Structural Retrofit Evaluation	16	360				376	\$87,612		\$87,612
	Structural Evaluation Report	8	72			24	104	\$22,902		\$22,902
	Opinion Of Probable Construction Cost	4	4		32		40	\$12,483		\$12,483
	<b>Subtotal Task 2</b>	<b>36</b>	<b>500</b>	<b>0</b>	<b>32</b>	<b>24</b>	<b>592</b>	<b>\$140,586</b>	<b>\$4,000</b>	<b>\$144,586</b>
<b>COLUMN TOTALS</b>		<b>74</b>	<b>582</b>	<b>0</b>	<b>32</b>	<b>36</b>	<b>724</b>	<b>\$ 175,717</b>	<b>\$ 4,000</b>	<b>\$ 179,717</b>

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline



# South Tahoe Public Utility District

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

## BOARD AGENDA ITEM 4d

**TO:** Board of Directors  
**FROM:** Greg Dupree, Accounting Manager  
**MEETING DATE:** February 16, 2023  
**ITEM – PROJECT NAME:** Financial Transaction Authorization

**REQUESTED BOARD ACTION:** Adopt Resolution No. 3240-23 authorizing Paul Hughes, Chief Financial Officer; Greg Dupree, Accounting Manager; Erika Franco, Accounting Supervisor; and Kim Garon, Accounting Technician to conduct financial transactions, superseding Resolution No. 3165-21.

**DISCUSSION:** This Resolution authorizes the following staff to perform transfers between authorized bank accounts and ACH/wire transfers between authorized banks of US Bank, CAMP and Local Agency Investment Funds.

Paul Hughes, Chief Financial Officer  
Greg Dupree, Accounting Manager  
Erika Franco, Accounting Supervisor (conditions set forth in resolution)  
Kim Garon, Accounting Technician (conditions set forth in resolution)

**SCHEDULE:** N/A

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** Resolution No. 3240-23

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer/Water

**GENERAL MANAGER:** YES    *CT*    NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES    *AA*    NO \_\_\_\_\_









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**RESOLUTION NO. 3241-23**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT**  
**AUTHORIZING CERTAIN STAFF TO CONDUCT**  
**LOCAL AGENCY INVESTMENT FUND TRANSACTIONS**

**WHEREAS**, the Board of Directors needs the District's financial staff to conduct business on behalf of the South Tahoe Public Utility District (District); and

**WHEREAS**, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the Board of Directors of the District hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided there in is in the best interests of the District.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby authorized the deposit and withdrawal of District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

**BE IT FURTHER RESOLVED**, as follows:  
Section 1. The following District officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of the Resolution and the transactions contemplated hereby:

- |              |                          |       |
|--------------|--------------------------|-------|
| Paul Hughes  | Chief Financial Officer  | _____ |
| Greg Dupree  | Accounting Manager       | _____ |
| Erika Franco | Accounting Supervisor    | _____ |
| Kim Garon    | Accounting Technician II | _____ |

1 Section 2. This Resolution shall remain in full force and effect until rescinded by the  
2 Board of Directors by a Resolution and a copy of the Resolution rescinding this  
3 Resolution is filed with the State Treasurer's Office.

4 **WE, THE UNDERSIGNED**, do hereby certify that the above and foregoing  
5 Resolution no. 3241-23 was duly and regularly adopted and passed by the Board of  
6 Directors of the South Tahoe Public Utility District at a regular meeting held on the 16<sup>th</sup>  
7 day of February 2023, by the following vote:

8 AYES:

9 NOES:

10 ABSENT:

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\_\_\_\_\_  
David Peterson, Board President  
South Tahoe Public Utility District

15 ATTEST:

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Melonie Guttry, Clerk of the Board  
19 South Tahoe Public Utility District

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Resolution No. 3241-23  
Page 2  
February 16, 2023

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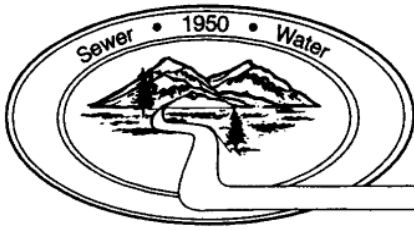
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General Manager  
John Thiel

Directors  
Nick Haven  
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Nick Exline



# South Tahoe Public Utility District

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## BOARD AGENDA ITEM 4f

**TO:** Board of Directors

**FROM:** Brian Bartlett, Network/Telecomm Systems Administrator

**MEETING DATE:** February 16, 2023

**ITEM – PROJECT NAME:** Microsoft Office 365 Licensing Agreement – Third Year

**REQUESTED BOARD ACTION:** Approve the increased Microsoft licensing cost to complete the third year of the Microsoft Office 365 Licensing Agreement in the amount of \$29,244.50.

**DISCUSSION:** On November 19, 2020, the Board approved entering into a three-year Licensing Agreement for the Microsoft Office 365 G3 software. This enabled the District to upgrade our MS Office Suite to the latest available versions. The new software has enabled new collaboration features to help improve staff productivity and has made the software environment more secure through ongoing updates.

The initial three-year expense of the Microsoft Office Licensing Agreement was projected to have a cost of \$106,389.24. Since the initial Agreement, licensing for additional security features were added to efficiently manage and secure the new services. Additional user licensing was also required to accommodate staffing needs. The additional licensing needs increased the annual licensing cost and was not included as part of the initial Agreement presented to the Board. This has caused the projected three-year cost to surpass the initial approved estimate.

The additional licensing increased the yearly cost by \$9,748.17 per year. This increase brings the total three-year licensing cost to \$135,633.74.

Staff recommends approving additional licensing cost to complete the final year of the Licensing Agreement with Microsoft through CDW-G using the County of Riverside Agreement (Participating Agreement PSA-0001522) for the Microsoft Office 365 Suite. This Agreement leverages the buying power of the County of Riverside and is available to be leveraged by government agencies throughout State of California. It gives the District the best discounts available for purchasing Microsoft software licenses.

**SCHEDULE:** March 2023

**COSTS:** \$29,244.50

**ACCOUNT NO:** 50/50-6030

**BUDGETED AMOUNT AVAILABLE:** \$126,746

**ATTACHMENTS:** None

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**CONCURRENCE WITH REQUESTED ACTION.**

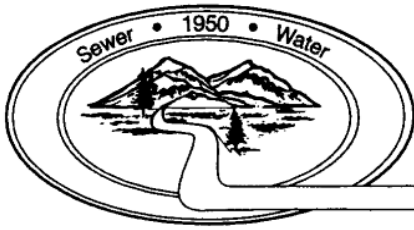
**CATEGORY:** Sewer/Water

**GENERAL MANAGER:** YES CB NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES AA NO \_\_\_\_\_

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline



# South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401  
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## BOARD AGENDA ITEM 4g

**TO:** Board of Directors

**FROM:** Brent Goligoski, Associate Engineer

**MEETING DATE:** February 16, 2023

**ITEM – PROJECT NAME:** 2020 Luther Pass Pump Station Improvements Project

**REQUESTED BOARD ACTION:** 1) Approve Change Order No. 4 to TNT Industrial Contractors, Inc., in the amount of <\$130,117.00>; and 2) Authorize the General Manager to execute Change Order No. 4.

**DISCUSSION:** Change Order No. 4 reduces the Scope of the Contract for work not performed and amends the Contract Time due to a construction delay which occurred during the Caldor Fire.

- A. The Contract included a bid item for permanent asphalt paving of the area disturbed during construction and staging. This work was intended to be completed after all other work, prior to demobilization. Due to multiple delays experienced throughout the project, the paving would have required a separate mobilization and potentially increased costs. Staff directed TNT Industrial Contractors, Inc. (TNT) to perform no work related to this bid item. This Change Order deletes this bid item entirely.
- B. The Contract included a unit price bid item to allow for additional work required to remove non excavatable rock. This Change Order reduces this bid item by the remaining quantity for work not performed.
- C. The Contract included an allowance for Unknown Conditions. Only one minor item of work was paid for under this bid item. This Change Order reduces this bid item by the remaining amount for work not performed.
- D. The Caldor Fire caused TNT's subcontractor, CST Covers, to delay work on installation of the Luther Pass Pump Station Tank 2 aluminum roof due to the smoke and evacuation orders resulting in an impact of 30 days to the critical path of this project. This Change Order adds an additional 30 days to the Contract Time.

Change Order No. 4 decreases the Contract Price from \$1,962,274.35 to \$1,832,157.35. Staff recommends that the Board approve Change Order No. 4 to the District's Contract with TNT Industrial Contractors, Inc., in the amount of <\$130,117.00>.

**SCHEDULE:** N/A

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** Change Order No. 4

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**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer/Water

**GENERAL MANAGER:** YES AA NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES AA NO \_\_\_\_\_





**CHANGE ORDER NUMBER 04**

**Project: 2020 LUTHER PASS PUMP STATION IMPROVEMENTS PROJECT**

**Contractor: TNT INDUSTRIAL CONTRACTORS, INC.**

**Date: 2/16/2023**

**PO #: 2020-974, 2020-1000**

**The Contract Shall Be Changed As Follows:**

A. Delete Bid Item 15 to omit all labor, equipment, materials, and subcontractor costs allocated for 4" HMA Permanent Patch, as no work was directed under this bid item. The deletion of this bid item results in a credit to the District in the amount of \$49,600.00. There is no change to the Contract Time related to this change in work.

**TOTAL FOR ITEM A IS <\$49,600.00>**

B. Amend Bid Item 16 to reflect a decrease in the cubic yards (CY) of Non Excavatable Rock Removal from 100 CY to 46 CY, the actual volume of rock removal agreed to be paid. At the contract rate of \$200.00 per CY, the decrease in the Contract Quantity results in a credit to the District in the amount of \$10,800.00. There is no change to the Contract Time related to this change in work.

**TOTAL FOR ITEM B IS <\$10,800.00>**

**TOTAL FOR CHANGE ORDER NUMBER 4 IS**

**A+B+C+D = <\$130,117.00>**

	Dollar Amounts	Contract Time
<b>Original Contract</b>	<b>\$1,829,537.00</b>	189 Calendar Days
<b>Previous Change Orders</b>	<b>\$132,737.35</b>	263 Calendar Days
<b>Current Contract</b>	<b>\$1,962,274.35</b>	452 Calendar Days
<b>THIS CHANGE ORDER</b>	<b>&lt;\$130,117.00&gt;</b>	30 Calendar Days
<b>New Contract Total</b>	<b>\$1,832,157.35</b>	482 Calendar Days

Contractor agrees to make the herein-described changes in accordance with the terms hereof. The change in contract price and/or contract time noted is full settlement for costs incurred as a result of the change(s) described, unless specifically noted in individual description(s).

\_\_\_\_\_  
**Authorized By STPUD General Manager**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Accepted By Contractor**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Reviewed By**

**Date:** \_\_\_\_\_

- C. Decrease Bid Item 17 by \$69,717.00 to reflect actual work performed in response to Unknown Conditions, as documented in Time and Materials submission 7 (attached). There is no change to the Contract Time related to this change in work.

**TOTAL FOR ITEM C IS <\$69,717.00>**

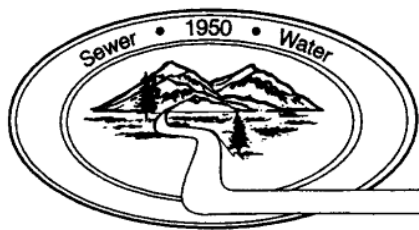
- D. Amend the Contract Time to add an additional 30 consecutive calendar days as directed in Design Construction Memorandum #9, dated October 7, 2021. This additional time is to account for the period between August 21, 2021 through September 19, 2021 when no critical path work was performed. There is no change to the Contract Amount related to this change in Contract Time.

**TOTAL FOR ITEM A IS \$0.00**

**TOTAL FOR CHANGE ORDER 4 IS  
A+B+C+D = <\$130,117.00>**

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline



# South Tahoe Public Utility District

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

## BOARD AGENDA ITEM 4h

**TO:** Board of Directors

**FROM:** Jeff Lee, Manager of Plant Operations  
Julie Ryan, Engineering Department Manager

**MEETING DATE:** February 16, 2023

**ITEM – PROJECT NAME:** Emergency Response and Recovery Plan

**REQUESTED BOARD ACTION:** (1) Accept the proposed Scope of Work from Kennedy Jenks for consulting services; and (2) Authorize the General Manager to execute Task Order No. 12A in the amount \$27,973.

**DISCUSSION:** In 2021, the District worked with Kennedy Jenks (KJ) to prepare an Emergency Response Plan for Water Systems, a federally mandated document that the District was required to submit to the EPA following a prescribed structure. Because there was budget funds remaining after the plan was submitted, staff continued working with KJ to update the District's Emergency Response and Recovery Plan (ERRP) for Water and Sewer systems to capture the "lessons learned" from the Caldor Fire. The update is nearing completion, and the original budget (\$62,846) is depleted.

KJ has submitted a proposal (attached) that will allow their team to finalize the ERRP and provide a roadmap for future updates of the District's emergency documents. KJ has requested the budget be augmented by \$27,973, bringing the project total (for both emergency documents) to \$90,819. The updated ERRP document will be finalized by March 31, 2023. The work will be performed by KJ as Task Order No. 12A under the existing Master Services Agreement for Consulting Services.

**SCHEDULE:** by March 31, 2023

**COSTS:** \$27,973

**ACCOUNT NO:** 1010-4405

**BUDGETED AMOUNT AVAILABLE:** <\$21,447>

**ATTACHMENTS:** Kennedy Jenks Proposal

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer/Water

**GENERAL MANAGER:** YES                      NO                     

**CHIEF FINANCIAL OFFICER:** YES                      NO

9 February 2023

Julie Ryan  
Engineering Manager  
South Tahoe Public Utility District  
1275 Meadow Crest Drive  
South Lake Tahoe, CA 96150

Subject: Proposal to Complete Update of Emergency Response and Recovery Plan (ERRP)

Dear Ms. Ryan:

As requested, Kennedy/Jenks Consultants (KJ) is pleased to provide this proposal for services to complete an update of the South Tahoe Public Utility District (District) ERRP. By developing the water system Emergency Response Plan (ERP), and reviewing lessons learned from the Caldor Fire, the District determined that updating the District's ERRP for the water and wastewater utilities will better prepare the District in the event of a future emergency. This letter proposal provides a scope of work and budget that builds on our previous work on the District's ERP authorized under Task Order No. 12 on 9/15/2021, to cover the effort required to complete the ERRP.

A key component of this project is frequent meetings with Jeff Lee and workshops with key District staff to update the ERRP. The workshops will allow those that are most familiar with the District's facilities and have been responders during an emergency to provide valuable input on what they would find useful in an emergency situation. We have developed the following scope of work and budget to complete the updated ERRP.

## **Scope of Work**

### **Task 1 – Emergency Response and Recovery Plan Meetings and Workshops**

Additional meetings and workshops are needed to coordinate with District staff to discuss details re ERRP and the many appendices. The working document that has been under preparation will continue to be updated and reviewed in an iterative process.

#### **Task 1.1 –Meetings– Review and coordination**

Preparation and attendance at up to 5 meetings of up to 60 minutes with District ERRP lead, Jeff Lee, are anticipated to coordinate content creation and editing and revisions to complete the update of the ERRP and appendices.

#### **Task 1.2 – ERRP Workshops – Action Plans and Checklists and ERRP review**

Preparation and attendance at up to two (2) 90-minute workshops with management and implementing staff to discuss the content of the ERRP including the appendices containing action plans and checklists for specific emergencies and at specific facilities.

**Task 1 Assumptions:** Meeting and workshops will be conducted via Microsoft Teams. Meetings and workshops will be attended by two key KJ staff.

**Task 1 Deliverables:** KJ will provide agendas, meeting materials, and meeting notes for each workshop described in Task 1. All draft and final deliverables are will be in electronic form (Word document, Excel spreadsheet, and/or PDF).

## **Task 2 – Emergency Response and Recovery Plan Document**

### **Task 2.1 – Draft ERRP**

A draft ERRP document will be prepared, including word processing and formatting efforts to modify the existing Word document into a format suitable for electronic delivery. This draft will incorporate modifications to selected appendices, such as editing the water system ERP into an Emergency Action Plan (EAP), incorporating District review comments, and updating organization charts and tables.

### **Task 2.2 – Final ERRP**

Following review of the updated draft ERRP by the District, the ERRP will be prepared in a formal report. This document will be provided to the District and if there are any final edits to be made, they would be included under this task.

**Task 2 Assumptions:** The KJ team will use the working document saved to the Teams site to integrate the comments discussed during the various workshops. The members of the District that have access to this document will be able to review and provide comments directly.

**Task 2 Deliverables:** Draft and Final ERRP document in electronic format

## **Task 3 – Project Management and QA/QC**

As part of KJ's project management for the ERRP, KJ will provide monthly invoices and coordinate internal KJ staff in order to complete the scope of work. Senior KJ engineers will provide quality assurance and quality control (QA/QC) reviews of all content and deliverables prior to being finalized for the District.

**Task 3 Assumptions:** It is assumed that this project will be completed by March 15, 2023.

**Task 3 Deliverables:** Invoices will be submitted electronically. All deliverables are in electronic form (email, Word document, Excel spreadsheet and/or PDF).

## **Task 4 –Optional Services**

A budget of \$5,000 is provided for optional services including training workshops for District staff, additional meetings and/or additional edits of the ERRP document and appendices.

### Project Team

Our key project team will include Sachi Itagaki, our Project Manager and Karina Yap, our Project Engineer.

### Budget

The total budget and a summary of the cost breakdown for each task is shown below in accordance with our enclosed January 1, 2023 Rate Schedule.

Task	Hours	Total Fee
Task 1 – ERRP Meetings and Workshops	26	\$6,468
Task 2 --ERRP Document	54	\$12,397
Task 3 – Project Management and QA/QC	16	\$4,108
<b>Total ERRP Tasks 1-3</b>	<b>96</b>	<b>\$22,973</b>
Task 4 – Optional Services	22	\$5,000
<b>Total Tasks 1-4</b>	<b>118</b>	<b>\$27,973</b>

A budget summary describing the Task Order 12 budget authorizations for ERP preparation with this augmentation is also attached with the budget detail.

### Schedule

KJ anticipates the ERRP completion schedule to be by March 15, 2023.

We look forward to continuing our work with the District on this important project. Please contact Sachiko Itagaki at (650) 852-2817 if you have any questions or require additional information.

Very truly yours,  
Kennedy/Jenks Consultants, Inc.



Sachiko Itagaki, P.E.  
Project Manager/Principal, One Water Practice  
Manager



Jamie Kolkey, P.E.  
Northern California Operations

### Enclosures

- Proposal Fee Estimate
- Budget Summary
- Rate Schedule – January 1, 2023

# Proposal Fee Estimate



CLIENT Name: outh Tahoe Public Utility Distri

PROJECT Description: ERRP Completion

Proposal/Job Number: 2170003\*01 Date: 2/6/2023

January 1, 2023 Rates	Eng-Sci-7	Eng-Sci-6	Eng-Sci-3	Project Assistant	Total	Total Labor + Subs + Expenses
Classification:					Hours	Fees
Hourly Rate:	\$285	\$260	\$200	\$140		
<b>Task 1 - ERRP Meetings and Workshops</b>						
Task 1a - Meetings	6		6		12	\$3,026
Task 1b - ERRP Workshops	6		8		14	\$3,442
<b>Task 1 - Subtotal</b>	<b>12</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>26</b>	<b>\$6,468</b>
<b>Task 2 - ERRP Document</b>						
2.1 draft ERRP	10		24	2	36	\$8,247
2.2 Final ERRP	6		10	2	18	\$4,150
<b>Task 2 - Subtotal</b>	<b>16</b>	<b>0</b>	<b>34</b>	<b>4</b>	<b>54</b>	<b>\$12,397</b>
<b>Task 3 - Project Management</b>						
Project Management	6		2	2	10	\$2,486
QA/QC		6			6	\$1,622
<b>Task 3 - Subtotal</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>2</b>	<b>16</b>	<b>\$4,108</b>
<b>Task 4 - Optional Services</b>						
Optional services	6		16		22	\$5,000
<b>Task 4 - Subtotal</b>	<b>6</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>22</b>	<b>\$5,000</b>
<b>All Tasks Total</b>	<b>40</b>	<b>6</b>	<b>66</b>	<b>6</b>	<b>118</b>	<b>\$27,973</b>



STPUD RRA, ERP and ERRP Budget Summary			2/9/2023
Task Order No	Date	Title	Authorized Budget
12	9/15/2021	Emergency Response Plan (ERP)	\$ 62,846
		Total authorized	\$ 62,846
		Budget expended to complete Water ERP	\$ 41,399
		Budget Remaining after ERP completion to be allocated to ERRP	\$ 21,448
		Authorization Needed to Complete ERRP	\$ 22,973
		ERRP Optional Services	\$ 5,000
		<b>Total Proposed Authorization</b>	<b>\$ 27,973</b>
		Grand Total ERP and ERRP	\$ 90,819



**Client/Address:** South Tahoe Public Utility District  
 1275 Meadow Crest Drive  
 South Lake Tahoe, CA 96150

**Contract/Proposal Date:** Proposal for Services to Complete Emergency Response and Recovery Plan  
 February 6, 2023

## Schedule of Charges

January 1, 2023

### PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1 .....	\$150
Engineer-Scientist-Specialist 2 .....	\$180
Engineer-Scientist-Specialist 3 .....	\$200
Engineer-Scientist-Specialist 4 .....	\$220
Engineer-Scientist-Specialist 5 .....	\$240
Engineer-Scientist-Specialist 6 .....	\$260
Engineer-Scientist-Specialist 7 .....	\$285
Engineer-Scientist-Specialist 8 .....	\$305
Engineer-Scientist-Specialist 9 .....	\$320
Senior CAD-Designer .....	\$185
CAD-Designer .....	\$170
Senior CAD-Technician .....	\$155
CAD-Technician .....	\$140
Project Assistant .....	\$140
Administrative Assistant .....	\$120
Aide.....	\$95

In addition to the above Hourly Rates, a four percent Communications Charge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

### Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2023 through December 31, 2023. After December 31, 2023, invoices will reflect the Schedule of Charges currently in effect.

## PAYMENT OF CLAIMS

FOR APPROVAL  
February 16, 2023

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Payroll	2/7/23	548,148.80
Total Payroll		<u>548,148.80</u>
JP Morgan Chase Bank		196,074.44
Cal Bank & Trust fiscal agent fees		58,475.26
PNC Bank		237,785.70
California SWRCB SRF loan payments		502,960.75
Ameritas - Insurance Payments		<u>14,134.42</u>
Total Vendor EFT		1,009,430.57

<u>Weekly Approved Check Batches</u>	<u>Water</u>	<u>Sewer</u>	<u>Total</u>
February 1, 2023	441,045.73	560,508.13	1,001,553.86
February 8, 2023	104,765.71	154,298.18	259,063.89
Checks, Voids and Reissues	52.50	52.50	<u>105.00</u>
Total Accounts Payable Checks			<u>1,260,722.75</u>
<b>Grand Total</b>			<b><u><u>\$2,818,302.12</u></u></b>

<u>Payroll EFTs &amp; Checks</u>		<u>2/7/2023</u>
EFT	CA Employment Taxes & W/H	21,842.34
EFT	Federal Employment Taxes & W/H	114,684.61
EFT	CalPERS Contributions	79,405.74
EFT	Empower Retirement-Deferred Comp	24,767.97
EFT	Stationary Engineers Union Dues	2,728.78
EFT	CDHP Health Savings (HSA)	5,519.12
EFT	Retirement Health Savings	15,550.96
EFT	United Way Contributions	10.00
EFT	Employee Direct Deposits	283,480.05
CHK	Employee Garnishments	<u>159.23</u>
<i>Total</i>		548,148.80



# Payment of Claims

Payment Date Range 02/01/23 - 02/08/23  
 Report By Vendor - Invoice  
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 42363 - A-1 CHEMICAL INC</b>									
756815	Janitorial Supplies Inventory	Paid by Check #111534		01/25/2023	02/08/2023	01/31/2023		02/08/2023	662.21
		Vendor 42363 - A-1 CHEMICAL INC Totals					Invoices	1	<u>\$662.21</u>
<b>Vendor 43721 - ACWA/JPIA</b>									
0698489	ACWA Medical/Vision Insurance	Paid by Check #111474		01/04/2023	02/01/2023	02/28/2023		02/01/2023	200,619.81
		Vendor 43721 - ACWA/JPIA Totals					Invoices	1	<u>\$200,619.81</u>
<b>Vendor 44039 - AFLAC</b>									
462406	Insurance Supplement Payable	Paid by Check #111475		01/01/2023	02/01/2023	01/31/2023		02/01/2023	1,149.52
		Vendor 44039 - AFLAC Totals					Invoices	1	<u>\$1,149.52</u>
<b>Vendor 48605 - AIRGAS USA LLC</b>									
9133517635	Field, Shop & Safety Supplies Inventory	Paid by Check #111476		12/31/2022	02/01/2023	01/31/2023		02/01/2023	536.11
9134216431	Field, Shop & Safety Supplies Inventory	Paid by Check #111476		01/23/2023	02/01/2023	01/31/2023		02/01/2023	1,038.44
		Vendor 48605 - AIRGAS USA LLC Totals					Invoices	2	<u>\$1,574.55</u>
<b>Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO</b>									
229438	Office Supply Issues	Paid by Check #111477		01/24/2023	02/01/2023	01/31/2023		02/01/2023	20.01
229439	Office Supply Issues	Paid by Check #111477		01/24/2023	02/01/2023	01/31/2023		02/01/2023	15.01
229567	Office Supply Issues	Paid by Check #111535		01/31/2023	02/08/2023	02/28/2023		02/08/2023	101.75
229568	Office Supply Issues	Paid by Check #111535		01/31/2023	02/08/2023	02/28/2023		02/08/2023	60.00
		Vendor 43949 - ALPEN SIERRA COFFEE ROASTING CO Totals					Invoices	4	<u>\$196.77</u>
<b>Vendor 10906 - ALPINE COUNTY TAX COLLECTOR</b>									
2nd 22-23	Land Taxes	Paid by Check #111536		09/12/2022	02/08/2023	02/28/2023		02/08/2023	47,525.95
		Vendor 10906 - ALPINE COUNTY TAX COLLECTOR Totals					Invoices	1	<u>\$47,525.95</u>
<b>Vendor 48601 - ALPINE SMITH INC</b>									
26992-1	Grounds & Maintenance	Paid by Check #111478		04/20/2022	02/01/2023	01/31/2023		02/01/2023	(7.07)
3545	Grounds & Maintenance	Paid by Check #111478		01/11/2023	02/01/2023	01/31/2023		02/01/2023	40.00
		Vendor 48601 - ALPINE SMITH INC Totals					Invoices	2	<u>\$32.93</u>
<b>Vendor 49337 - AMAZON CAPITAL SERVICES INC.</b>									
11F9-NTXQ-FRRK	Grounds & Maintenance	Paid by Check #111479		01/14/2023	02/01/2023	01/31/2023		02/01/2023	71.70
16QF-6FHP-7YR7	Safety Equipment - Physicals	Paid by Check #111479		01/20/2023	02/01/2023	01/31/2023		02/01/2023	347.98
1QLQ-VXD6-7LYD	Pump Stations	Paid by Check #111479		01/20/2023	02/01/2023	01/31/2023		02/01/2023	143.32
1XXY-NRRY-QNPC	Small Tools	Paid by Check #111537		01/27/2023	02/08/2023	01/31/2023		02/08/2023	99.48
1JDP-TWQ4-61NQ	Pump Stations	Paid by Check #111537		01/30/2023	02/08/2023	01/31/2023		02/08/2023	1,271.97
		Vendor 49337 - AMAZON CAPITAL SERVICES INC. Totals					Invoices	5	<u>\$1,934.45</u>
<b>Vendor 44580 - ARAMARK UNIFORM SERVICES</b>									
5980050655	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	71.84



# Payment of Claims

Payment Date Range 02/01/23 - 02/08/23  
 Report By Vendor - Invoice  
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
5980050656	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	69.91
5980050657	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	73.55
5980050658	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	49.53
5980050659	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	90.46
5980050660	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	97.60
5980050662	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	28.75
5980050663	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	10.49
5980050664	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	11.93
5980050665	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	21.14
5980050666	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	17.55
5980050667	Uniform Payable	Paid by Check #111480		11/30/2022	02/01/2023	01/31/2023		02/01/2023	23.98
598000380	Uniform Payable	Paid by Check #111480		01/03/2023	02/01/2023	01/31/2023		02/01/2023	(11.93)
598000381	Uniform Payable	Paid by Check #111480		01/03/2023	02/01/2023	01/31/2023		02/01/2023	(17.55)
598000383	Uniform Payable	Paid by Check #111480		01/03/2023	02/01/2023	01/31/2023		02/01/2023	(23.98)
598000384	Uniform Payable	Paid by Check #111480		01/03/2023	02/01/2023	01/31/2023		02/01/2023	(49.53)
598000385	Uniform Payable	Paid by Check #111480		01/05/2023	02/01/2023	01/31/2023		02/01/2023	(90.46)
598000386	Uniform Payable	Paid by Check #111480		01/05/2023	02/01/2023	01/31/2023		02/01/2023	(97.60)
598000387	Uniform Payable	Paid by Check #111480		01/05/2023	02/01/2023	01/31/2023		02/01/2023	(10.49)
598000388	Uniform Payable	Paid by Check #111480		01/05/2023	02/01/2023	01/31/2023		02/01/2023	(28.75)
598000389	Uniform Payable	Paid by Check #111480		01/05/2023	02/01/2023	01/31/2023		02/01/2023	(69.91)
598000392	Uniform Payable	Paid by Check #111480		01/05/2023	02/01/2023	01/31/2023		02/01/2023	(73.55)
598000394	Uniform Payable	Paid by Check #111480		01/05/2023	02/01/2023	01/31/2023		02/01/2023	(71.84)
598000396	Uniform Payable	Paid by Check #111480		01/06/2023	02/01/2023	01/31/2023		02/01/2023	(21.14)
5980062075	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	90.06
5980062077	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	88.13
5980062079	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	91.77
5980062081	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	46.53
5980062086	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	109.80
5980062090	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	93.44
5980062093	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	18.39
5980062097	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	28.25
5980062099	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	7.49
5980062103	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	8.16
5980062104	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	18.14
5980062108	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	14.55
5980062109	Uniform Payable	Paid by Check #111480		01/11/2023	02/01/2023	01/31/2023		02/01/2023	20.98
5980064054	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	68.84
5980064061	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	66.91
5980064066	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	70.55
5980064071	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	46.53
5980064079	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	87.46
5980064086	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	93.44



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
5980064089	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	18.39
5980064094	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	28.25
5980064097	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	7.49
5980064098	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	8.16
5980064099	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	18.14
5980064103	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	14.55
5980064104	Uniform Payable	Paid by Check #111480		01/18/2023	02/01/2023	01/31/2023		02/01/2023	20.98
5980066140	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	71.40
5980066142	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	68.77
5980066145	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	73.10
5980066149	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	49.62
5980066155	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	98.86
5980066160	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	95.98
5980066162	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	20.66
5980066166	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	30.67
5980066167	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	8.35
5980066169	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	10.64
5980066170	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	19.09
5980066173	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	17.67
5980066175	Uniform Payable	Paid by Check #111538		01/25/2023	02/08/2023	01/31/2023		02/08/2023	22.01
5980067925	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	68.84
5980067929	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	66.91
5980067934	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	70.55
5980067937	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	46.53
5980067945	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	98.86
5980067954	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	95.81
5980067957	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	18.39
5980067959	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	28.25
5980067963	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	7.49
5980067966	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	8.16
5980067968	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	18.14
5980067972	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	14.55
5980067974	Uniform Payable	Paid by Check #111538		02/01/2023	02/08/2023	02/28/2023		02/08/2023	20.98
Vendor <b>44580 - ARAMARK UNIFORM SERVICES</b> Totals						Invoices	76		\$2,335.66
Vendor <b>47961 - ARETE SYSTEMS</b>									
10703312	Contractual Services	Paid by Check #111481		01/18/2023	02/01/2023	01/31/2023		02/01/2023	4,750.00
Vendor <b>47961 - ARETE SYSTEMS</b> Totals						Invoices	1		\$4,750.00
Vendor <b>45202 - AT&amp;T MOBILITY</b>									
JANUARY 2023	Telephone	Paid by Check #111482		01/19/2023	02/01/2023	01/31/2023		02/01/2023	227.90
Vendor <b>45202 - AT&amp;T MOBILITY</b> Totals						Invoices	1		\$227.90



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 48612 - AUTOMATION DIRECT</b>									
14672783	Pump Stations	Paid by Check #111539		02/02/2023	02/08/2023	02/28/2023		02/08/2023	206.63
		Vendor 48612 - AUTOMATION DIRECT Totals					Invoices	1	<u>\$206.63</u>
<b>Vendor 49339 - BASEFORM INC</b>									
12232022-161	Pipe - Covers & Manholes	Paid by Check #111483		12/23/2022	02/01/2023	01/31/2023		02/01/2023	2,430.00
12252022-162	Pipe - Covers & Manholes	Paid by Check #111483		12/25/2022	02/01/2023	01/31/2023		02/01/2023	2,516.00
		Vendor 49339 - BASEFORM INC Totals					Invoices	2	<u>\$4,946.00</u>
<b>Vendor 44109 - BB&amp;H BENEFIT DESIGNS</b>									
86339	Contractual Services	Paid by Check #111484		01/03/2023	02/01/2023	02/28/2023		02/01/2023	232.00
		Vendor 44109 - BB&H BENEFIT DESIGNS Totals					Invoices	1	<u>\$232.00</u>
<b>Vendor 45009 - BENTLY AGROWDYNAMICS</b>									
209690	Biosolid Disposal Costs	Paid by Check #111485		01/27/2023	02/01/2023	01/31/2023		02/01/2023	1,216.50
		Vendor 45009 - BENTLY AGROWDYNAMICS Totals					Invoices	1	<u>\$1,216.50</u>
<b>Vendor 42978 - BROWNSTEIN HYATT</b>									
921918	Legal Services December 2022 HR	Paid by EFT #68		01/12/2023	02/01/2023	01/31/2023		02/01/2023	225.00
922136	Legal Services December 2022	Paid by EFT #68		01/13/2023	02/01/2023	01/31/2023		02/01/2023	36,936.50
		Vendor 42978 - BROWNSTEIN HYATT Totals					Invoices	2	<u>\$37,161.50</u>
<b>Vendor 12892 - CA DEPT OF TAX &amp; FEE ADM</b>									
L0018184874	Regulatory Operating Permits	Paid by Check #111540		01/09/2023	02/08/2023	01/31/2023		02/08/2023	2,959.90
		Vendor 12892 - CA DEPT OF TAX & FEE ADM Totals					Invoices	1	<u>\$2,959.90</u>
<b>Vendor 48681 - CADENCE TEAM INC</b>									
3371	District Computer Supplies	Paid by Check #111486		01/30/2023	02/01/2023	01/31/2023		02/01/2023	4,900.00
		Vendor 48681 - CADENCE TEAM INC Totals					Invoices	1	<u>\$4,900.00</u>
<b>Vendor 49220 - CAMPORA PROPANE</b>									
2670271	Propane	Paid by Check #111487		01/05/2023	02/01/2023	01/31/2023		02/01/2023	1,335.49
		Vendor 49220 - CAMPORA PROPANE Totals					Invoices	1	<u>\$1,335.49</u>
<b>Vendor 13230 - CAROLLO ENGINEERS</b>									
FB32291	Tahoe Keys Sewer PS Rehab	Paid by Check #111488		01/19/2023	02/01/2023	01/31/2023		02/01/2023	1,743.00
		Vendor 13230 - CAROLLO ENGINEERS Totals					Invoices	1	<u>\$1,743.00</u>
<b>Vendor 40176 - CASHMAN EQUIPMENT</b>									
INPS3725164	Automotive	Paid by Check #111489		01/23/2023	02/01/2023	01/31/2023		02/01/2023	875.70
		Vendor 40176 - CASHMAN EQUIPMENT Totals					Invoices	1	<u>\$875.70</u>
<b>Vendor 42328 - CDW-G CORP</b>									
GF62025	Computer Purchases	Paid by Check #111541		01/17/2023	02/08/2023	01/31/2023		02/08/2023	1,074.55
GF77899	Computer Purchases	Paid by Check #111541		01/18/2023	02/08/2023	01/31/2023		02/08/2023	246.26



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
GH83450	Service Contracts	Paid by Check #111490		01/23/2023	02/01/2023	01/31/2023		02/01/2023	5,918.59
		Vendor <b>42328 - CDW-G CORP</b> Totals				Invoices	3		<u>\$7,239.40</u>
Vendor <b>40343 - CHEMSEARCH INC</b>									
8093451	Service Contracts	Paid by Check #111542		01/20/2023	02/08/2023	02/28/2023		02/08/2023	397.83
		Vendor <b>40343 - CHEMSEARCH INC</b> Totals				Invoices	1		<u>\$397.83</u>
Vendor <b>12535 - CITY OF SOUTH LAKE TAHOE</b>									
AR193642	Pipe - Covers & Manholes	Paid by Check #111543		01/19/2023	02/08/2023	01/31/2023		02/08/2023	17,375.00
		Vendor <b>12535 - CITY OF SOUTH LAKE TAHOE</b> Totals				Invoices	1		<u>\$17,375.00</u>
Vendor <b>40512 - CODALE ELECTRIC SUPPLY</b>									
S7986398.001	Buildings	Paid by Check #111544		01/27/2023	02/08/2023	01/31/2023		02/08/2023	638.37
		Vendor <b>40512 - CODALE ELECTRIC SUPPLY</b> Totals				Invoices	1		<u>\$638.37</u>
Vendor <b>49778 - COLUMN SOFTWARE PBC</b>									
B41A7C18-0014	Ads-Legal Notices	Paid by Check #111545		01/30/2023	02/08/2023	02/28/2023		02/08/2023	99.40
		Vendor <b>49778 - COLUMN SOFTWARE PBC</b> Totals				Invoices	1		<u>\$99.40</u>
Vendor <b>49703 - COREY A CORBIN</b>									
T2 Jan 23 REIMB	Dues - Memberships - Certification	Paid by Check #111491		01/30/2023	02/01/2023	01/31/2023		02/01/2023	60.00
		Vendor <b>49703 - COREY A CORBIN</b> Totals				Invoices	1		<u>\$60.00</u>
Vendor <b>42897 - CWEA</b>									
HerreraLabG2 23	Dues - Memberships - Certification	Paid by Check #111546		12/20/2022	02/08/2023	02/28/2023		02/08/2023	100.00
		Vendor <b>42897 - CWEA</b> Totals				Invoices	1		<u>\$100.00</u>
Vendor <b>44739 - CYBER SECURITY SOURCE</b>									
11393	District Computer Supplies	Paid by Check #111492		01/27/2023	02/01/2023	01/31/2023		02/01/2023	332.78
		Vendor <b>44739 - CYBER SECURITY SOURCE</b> Totals				Invoices	1		<u>\$332.78</u>
Vendor <b>48289 - DIY HOME CENTER</b>									
Jan 23 Stmt	Buildings & Shop Supplies	Paid by Check #111547		01/31/2023	02/08/2023	01/31/2023		02/08/2023	713.30
		Vendor <b>48289 - DIY HOME CENTER</b> Totals				Invoices	1		<u>\$713.30</u>
Vendor <b>49933 - JOSHUA DOHERTY</b>									
DMV REIMB	Safety Equipment - Physicals	Paid by Check #111548		02/02/2023	02/08/2023	02/28/2023		02/08/2023	90.87
		Vendor <b>49933 - JOSHUA DOHERTY</b> Totals				Invoices	1		<u>\$90.87</u>
Vendor <b>44263 - ENS RESOURCES INC</b>									



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount	
3251	Contractual Services	Paid by Check #111549		02/04/2023	02/08/2023	01/31/2023			5,000.00	
Vendor 44263 - ENS RESOURCES INC Totals								Invoices	1	\$5,000.00
Vendor 42100 - ENVIRONMENTAL RESOURCES ASSO										
029954	Laboratory Supplies	Paid by Check #111550		01/24/2023	02/08/2023	01/31/2023		02/08/2023	213.75	
Vendor 42100 - ENVIRONMENTAL RESOURCES ASSO Totals								Invoices	1	\$213.75
Vendor 48224 - ERA										
030040	Laboratory Supplies	Paid by Check #111551		01/24/2023	02/08/2023	01/31/2023		02/08/2023	200.27	
Vendor 48224 - ERA Totals								Invoices	1	\$200.27
Vendor 49573 - EUROFINS TESTAMERICA										
3800016348	Monitoring	Paid by Check #111493		01/20/2023	02/01/2023	01/31/2023		02/01/2023	500.00	
3800016742	Monitoring	Paid by Check #111493		01/24/2023	02/01/2023	01/31/2023		02/01/2023	50.00	
Vendor 49573 - EUROFINS TESTAMERICA Totals								Invoices	2	\$550.00
Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC										
905707531	Service Contracts	Paid by Check #111552		02/01/2023	02/08/2023	02/28/2023		02/08/2023	122.20	
Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC Totals								Invoices	1	\$122.20
Vendor 48551 - EZKEM										
6948	Laboratory Supplies	Paid by Check #111494		01/23/2023	02/01/2023	01/31/2023		02/01/2023	44.00	
Vendor 48551 - EZKEM Totals								Invoices	1	\$44.00
Vendor 14890 - FEDEX										
8-021-32736	Postage Expenses	Paid by Check #111495		01/27/2023	02/01/2023	01/31/2023		02/01/2023	22.23	
Vendor 14890 - FEDEX Totals								Invoices	1	\$22.23
Vendor 41263 - FERGUSON ENTERPRISES LLC										
0314025	Aeration Valves	Paid by Check #111553		01/19/2023	02/08/2023	01/31/2023		02/08/2023	10,284.18	
0410089	Primary Equipment	Paid by Check #111496		01/27/2023	02/01/2023	01/31/2023		02/01/2023	36.56	
0412805	Luther Pass Pump Station	Paid by Check #111553		01/30/2023	02/08/2023	01/31/2023		02/08/2023	75.34	
Vendor 41263 - FERGUSON ENTERPRISES LLC Totals								Invoices	3	\$10,396.08
Vendor 40252 - FGL ENVIRONMENTAL										
300095A	Monitoring	Paid by Check #111497		01/24/2023	02/01/2023	01/31/2023		02/01/2023	138.00	
Vendor 40252 - FGL ENVIRONMENTAL Totals								Invoices	1	\$138.00
Vendor 48402 - FLYERS ENERGY LLC										
23-738474	Gasoline & Diesel Fuel Inventory	Paid by Check #111498		01/20/2023	02/01/2023	01/31/2023		02/01/2023	4,640.00	
23-742443	Gasoline Fuel Inventory	Paid by Check #111554		01/27/2023	02/08/2023	01/31/2023		02/08/2023	1,740.60	
23-746818	Gasoline Fuel Inventory	Paid by Check #111554		02/01/2023	02/08/2023	02/28/2023		02/08/2023	2,128.61	
Vendor 48402 - FLYERS ENERGY LLC Totals								Invoices	3	\$8,509.21
Vendor 49458 - GEOTAB USA INC										





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IN328806	Service Contracts	Paid by Check #111555		01/31/2023	02/08/2023	01/31/2023		02/08/2023	691.25
Vendor <b>49458 - GEOTAB USA INC</b> Totals							Invoices	1	<u>691.25</u>
Vendor <b>43111 - GFS CHEMICALS INC</b>									
CINV-111312	Laboratory Supplies	Paid by Check #111499		01/23/2023	02/01/2023	01/31/2023		02/01/2023	236.44
CINV-111517	Laboratory Supplies	Paid by Check #111556		01/26/2023	02/08/2023	01/31/2023		02/08/2023	371.23
Vendor <b>43111 - GFS CHEMICALS INC</b> Totals							Invoices	2	<u>607.67</u>
Vendor <b>15600 - GRAINGER</b>									
9576364864	Wells	Paid by Check #111500		01/17/2023	02/01/2023	01/31/2023		02/01/2023	1,269.59
9576364872	Wells	Paid by Check #111500		01/17/2023	02/01/2023	01/31/2023		02/01/2023	2,381.09
9578326911	Wells	Paid by Check #111500		01/19/2023	02/01/2023	01/31/2023		02/01/2023	422.45
9581812493	Automotive	Paid by Check #111557		01/23/2023	02/08/2023	01/31/2023		02/08/2023	1,371.17
9583701785	Wells & Shop Supplies	Paid by Check #111500		01/23/2023	02/01/2023	01/31/2023		02/01/2023	958.27
9586079106	Automotive	Paid by Check #111557		01/25/2023	02/08/2023	01/31/2023		02/08/2023	1,547.02
9588299165	Shop Supplies	Paid by Check #111557		01/26/2023	02/08/2023	01/31/2023		02/08/2023	666.93
9589509224	Secondary Equipment	Paid by Check #111557		01/27/2023	02/08/2023	01/31/2023		02/08/2023	620.46
9592079793	Shop Supplies	Paid by Check #111557		01/31/2023	02/08/2023	01/31/2023		02/08/2023	(666.93)
9592368964	Grounds & Maintenance	Paid by Check #111557		01/31/2023	02/08/2023	01/31/2023		02/08/2023	110.81
9592529250	Buildings	Paid by Check #111557		01/31/2023	02/08/2023	01/31/2023		02/08/2023	850.14
9594074784	Pump Stations	Paid by Check #111557		02/01/2023	02/08/2023	02/28/2023		02/08/2023	341.58
Vendor <b>15600 - GRAINGER</b> Totals							Invoices	12	<u>\$9,872.58</u>
Vendor <b>48448 - GRANITE CONSTRUCTION SUPPLY</b>									
3734069	Safety Equipment - Physicals	Paid by Check #111501		09/30/2022	02/01/2023	01/31/2023		02/01/2023	13,231.12
Vendor <b>48448 - GRANITE CONSTRUCTION SUPPLY</b> Totals							Invoices	1	<u>\$13,231.12</u>
Vendor <b>15800 - HACH CO</b>									
13434586	Laboratory Supplies	Paid by Check #111558		01/24/2023	02/08/2023	01/31/2023		02/08/2023	503.83
13437244	Laboratory Supplies	Paid by Check #111558		01/24/2023	02/08/2023	01/31/2023		02/08/2023	93.58
Vendor <b>15800 - HACH CO</b> Totals							Invoices	2	<u>\$597.41</u>
Vendor <b>44430 - HIGH SIERRA BUSINESS SYSTEMS</b>									
129613	Service Contracts	Paid by Check #111559		02/02/2023	02/08/2023	01/31/2023		02/08/2023	520.82
129685	Service Contracts	Paid by Check #111559		02/02/2023	02/08/2023	01/31/2023		02/08/2023	75.43
Vendor <b>44430 - HIGH SIERRA BUSINESS SYSTEMS</b> Totals							Invoices	2	<u>\$596.25</u>
Vendor <b>49604 - HOUSTON MAGNANI AND ASSOCIATES</b>									
6691	Contractual Services	Paid by Check #111560		01/27/2023	02/08/2023	01/31/2023		02/08/2023	800.00
Vendor <b>49604 - HOUSTON MAGNANI AND ASSOCIATES</b> Totals							Invoices	1	<u>\$800.00</u>
Vendor <b>48832 - NANCY HUSSMANN</b>									
February 2023	Personnel Expense	Paid by Check #111502		02/07/2023	02/01/2023	02/28/2023		02/01/2023	427.97
Vendor <b>48832 - NANCY HUSSMANN</b> Totals							Invoices	1	<u>\$427.97</u>



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount	
<b>Vendor 45122 - HYDRAULIC INDUSTRIAL SERVICES INC</b>										
57935	Automotive	Paid by Check #111503		01/26/2023	02/01/2023	01/31/2023		02/01/2023	497.78	
							Vendor 45122 - HYDRAULIC INDUSTRIAL SERVICES INC Totals	Invoices	1	<u>\$497.78</u>
<b>Vendor 43208 - IN-SITU INC</b>										
00158245	Replace pH Meter	Paid by Check #111504		01/12/2023	02/01/2023	01/31/2023		02/01/2023	4,592.88	
							Vendor 43208 - IN-SITU INC Totals	Invoices	1	<u>\$4,592.88</u>
<b>Vendor 48140 - INTEGRITY LOCKSMITH</b>										
i36798	Shop Supplies	Paid by Check #111505		01/25/2023	02/01/2023	01/31/2023		02/01/2023	38.01	
							Vendor 48140 - INTEGRITY LOCKSMITH Totals	Invoices	1	<u>\$38.01</u>
<b>Vendor 16653 - JENSEN PRECAST</b>										
CD99182342	Manhole Frames - Lids - Other Parts Inventory	Paid by Check #111506		01/13/2023	02/01/2023	01/31/2023		02/01/2023	2,201.10	
							Vendor 16653 - JENSEN PRECAST Totals	Invoices	1	<u>\$2,201.10</u>
<b>Vendor 40821 - KENNEDY/JENKS CONSULTANTS INC</b>										
160147	Wells	Paid by Check #111507		12/21/2022	02/01/2023	01/31/2023		02/01/2023	23,417.25	
160553	Wells	Paid by Check #111507		01/13/2023	02/01/2023	01/31/2023		02/01/2023	26,466.50	
160905	Al Tahoe Well Rehab/Bayview Backup Power	Paid by Check #111507		01/30/2023	02/01/2023	01/31/2023		02/01/2023	44,947.35	
							Vendor 40821 - KENNEDY/JENKS CONSULTANTS INC Totals	Invoices	3	<u>\$94,831.10</u>
<b>Vendor 43694 - KIMBALL MIDWEST</b>										
100700127	Shop Supplies	Paid by Check #111508		01/26/2023	02/01/2023	01/31/2023		02/01/2023	761.25	
							Vendor 43694 - KIMBALL MIDWEST Totals	Invoices	1	<u>\$761.25</u>
<b>Vendor 44988 - LAKE TAHOE UNIFIED SCHOOL DISTRICT</b>										
02501052000	Public Agency Rebates	Paid by Check #111561		11/02/2022	02/08/2023	01/31/2023		02/08/2023	6,910.95	
02501070000	Public Agency Rebates	Paid by Check #111561		11/02/2022	02/08/2023	01/31/2023		02/08/2023	1,185.30	
02510650000	Public Agency Rebates	Paid by Check #111561		11/02/2022	02/08/2023	01/31/2023		02/08/2023	1,641.42	
02520030000	Public Agency Rebates	Paid by Check #111561		11/02/2022	02/08/2023	01/31/2023		02/08/2023	1,420.87	
02578101000	Public Agency Rebates	Paid by Check #111561		11/02/2022	02/08/2023	01/31/2023		02/08/2023	1,961.28	
03204004000	Public Agency Rebates	Paid by Check #111561		11/02/2022	02/08/2023	01/31/2023		02/08/2023	10,659.57	
03403004000	Public Agency Rebates	Paid by Check #111561		11/02/2022	02/08/2023	01/31/2023		02/08/2023	2,631.85	
							Vendor 44988 - LAKE TAHOE UNIFIED SCHOOL DISTRICT Totals	Invoices	7	<u>\$26,411.24</u>
<b>Vendor 49926 - JEFFREY LENORE</b>										
3116403	Clothes Washer Rebate Program	Paid by Check #111509		01/25/2023	02/01/2023	01/31/2023		02/01/2023	200.00	
							Vendor 49926 - JEFFREY LENORE Totals	Invoices	1	<u>\$200.00</u>
<b>Vendor 49591 - JUDY LEONG</b>										
Feb 23	Contractual Services	Paid by Check #111510		02/01/2023	02/01/2023	02/28/2023		02/01/2023	20.00	



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			Vendor <b>49591 - JUDY LEONG</b> Totals				Invoices	1	\$20.00
Vendor <b>45135 - LES SCHWAB TIRE CENTER</b>									
66100446494	Automotive	Paid by Check #111511		01/06/2023	02/01/2023	01/31/2023		02/01/2023	1,496.59
			Vendor <b>45135 - LES SCHWAB TIRE CENTER</b> Totals				Invoices	1	\$1,496.59
Vendor <b>49927 - ROBERT LEVENSON</b>									
3364403	Toilet Rebate Program	Paid by Check #111512		01/25/2023	02/01/2023	01/31/2023		02/01/2023	59.50
			Vendor <b>49927 - ROBERT LEVENSON</b> Totals				Invoices	1	\$59.50
Vendor <b>22550 - LIBERTY UTILITIES</b>									
JANUARY 2023	Electricity	Paid by Check #111513		01/31/2023	02/01/2023	01/31/2023		02/01/2023	31,868.61
JANUARY 2023-2	Electricity	Paid by Check #111562		02/02/2023	02/08/2023	01/31/2023		02/08/2023	15,394.22
			Vendor <b>22550 - LIBERTY UTILITIES</b> Totals				Invoices	2	\$47,262.83
Vendor <b>49065 - LIFE TECHNOLOGIES CORPORATION</b>									
82563105	Laboratory Supplies	Paid by Check #111563		01/24/2023	02/08/2023	02/28/2023		02/08/2023	2,145.59
			Vendor <b>49065 - LIFE TECHNOLOGIES CORPORATION</b> Totals				Invoices	1	\$2,145.59
Vendor <b>45059 - LUMOS &amp; ASSOCIATES</b>									
116293	Waterline Replacements	Paid by Check #111564		01/24/2023	02/08/2023	01/31/2023		02/08/2023	12,190.00
			Vendor <b>45059 - LUMOS &amp; ASSOCIATES</b> Totals				Invoices	1	\$12,190.00
Vendor <b>19248 - MALLORY SAFETY &amp; SUPPLY LLC</b>									
5535627	Field, Shop & Safety Supplies Inventory	Paid by Check #111565		01/23/2023	02/08/2023	01/31/2023		02/08/2023	298.06
			Vendor <b>19248 - MALLORY SAFETY &amp; SUPPLY LLC</b> Totals				Invoices	1	\$298.06
Vendor <b>17900 - MC MASTER CARR SUPPLY CO</b>									
91827183	Secondary Equipment	Paid by Check #111566		01/27/2023	02/08/2023	02/28/2023		02/08/2023	2,865.20
			Vendor <b>17900 - MC MASTER CARR SUPPLY CO</b> Totals				Invoices	1	\$2,865.20
Vendor <b>18150 - MEEKS BUILDING CENTER</b>									
Jan 23 Stmt	Shop Supplies & Small Tools	Paid by Check #111567		12/31/2022	02/08/2023	01/31/2023		02/08/2023	1,156.62
			Vendor <b>18150 - MEEKS BUILDING CENTER</b> Totals				Invoices	1	\$1,156.62
Vendor <b>48628 - MENEGON'S HARDWARE</b>									
070002	Small Tools	Paid by Check #111568		01/10/2023	02/08/2023	01/31/2023		02/08/2023	90.98
070132	Luther Pass Pump Station	Paid by Check #111568		01/30/2023	02/08/2023	01/31/2023		02/08/2023	45.66
			Vendor <b>48628 - MENEGON'S HARDWARE</b> Totals				Invoices	2	\$136.64
Vendor <b>49928 - GERALD MITCHELL</b>									
2831125	Clothes Washer Rebate Program	Paid by Check #111514		01/25/2023	02/01/2023	01/31/2023		02/01/2023	200.00
			Vendor <b>49928 - GERALD MITCHELL</b> Totals				Invoices	1	\$200.00
Vendor <b>49932 - FRANK MUSCAT</b>									



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Mailbox REIMB	Miscellaneous Liability Claims	Paid by Check #111569		02/03/2023	02/08/2023	02/28/2023		02/08/2023	35.35
		Vendor 49932 - FRANK MUSCAT Totals				Invoices	1		\$35.35
Vendor 49765 - NAPA AUTO PARTS									
Jan 23 Stmt	Automotive & Shop Supplies	Paid by Check #111570		01/31/2023	02/08/2023	01/31/2023		02/08/2023	5,066.45
		Vendor 49765 - NAPA AUTO PARTS Totals				Invoices	1		\$5,066.45
Vendor 49208 - NEVADA NEWS GROUP									
30161	Ads-Legal Notices	Paid by Check #111571		01/31/2023	02/08/2023	01/31/2023		02/08/2023	618.50
30162	Ads-Legal Notices	Paid by Check #111571		01/31/2023	02/08/2023	02/28/2023		02/08/2023	730.00
		Vendor 49208 - NEVADA NEWS GROUP Totals				Invoices	2		\$1,348.50
Vendor 40124 - NORTHERN TOOL & EQUIP									
51688448	Automotive	Paid by Check #111515		01/23/2023	02/01/2023	01/31/2023		02/01/2023	995.06
		Vendor 40124 - NORTHERN TOOL & EQUIP Totals				Invoices	1		\$995.06
Vendor 44607 - OLIN/PIONEER AMERICAS LLC									
900235702	Hypochlorite	Paid by Check #111516		01/25/2023	02/01/2023	01/31/2023		02/01/2023	10,241.80
		Vendor 44607 - OLIN/PIONEER AMERICAS LLC Totals				Invoices	1		\$10,241.80
Vendor 49820 - PACIFIC OFFICE AUTOMATION									
899888	Security Measures	Paid by Check #111572		02/06/2023	02/08/2023	02/28/2023		02/08/2023	17,720.60
		Vendor 49820 - PACIFIC OFFICE AUTOMATION Totals				Invoices	1		\$17,720.60
Vendor 20150 - PETTY CASH									
Feb-23	Petty Cash	Paid by Check #111517		01/30/2023	02/01/2023	01/31/2023		02/01/2023	551.07
		Vendor 20150 - PETTY CASH Totals				Invoices	1		\$551.07
Vendor 47803 - REDWOOD PRINTING									
33584	Office Supplies	Paid by Check #111518		01/26/2023	02/01/2023	01/31/2023		02/01/2023	127.00
		Vendor 47803 - REDWOOD PRINTING Totals				Invoices	1		\$127.00
Vendor 48144 - RELIANCE STANDARD									
FEB23A	LTD/Life Insurance Management	Paid by Check #111519		02/01/2023	02/01/2023	02/28/2023		02/01/2023	2,558.35
FEB23B	LTD/Life Insurance Union/Board Payable	Paid by Check #111519		02/01/2023	02/01/2023	02/28/2023		02/01/2023	3,289.26
		Vendor 48144 - RELIANCE STANDARD Totals				Invoices	2		\$5,847.61
Vendor 49911 - SEARCHPROS STAFFING LLC									
23012450	Contractual Services	Paid by Check #111520		01/24/2023	02/01/2023	01/31/2023		02/01/2023	1,471.10
23013148	Contractual Services	Paid by Check #111573		01/31/2023	02/08/2023	01/31/2023		02/08/2023	1,812.65
		Vendor 49911 - SEARCHPROS STAFFING LLC Totals				Invoices	2		\$3,283.75
Vendor 22300 - SHAPE INCORPORATED									
1668	Replace Scum Pump	Paid by Check #111521		11/30/2022	02/01/2023	01/31/2023		02/01/2023	3,653.45



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1758	Replace Scum Pump	Paid by Check #111521		12/28/2022	02/01/2023	01/31/2023			4,152.72
		Vendor <b>22300 - SHAPE INCORPORATED</b> Totals				Invoices	2		\$7,806.17
Vendor <b>47956 - SIERRA CRANE AND HOIST INC</b> RO62308	Service Contracts	Paid by Check #111574		10/14/2022	02/08/2023	01/31/2023		02/08/2023	7,000.00
		Vendor <b>47956 - SIERRA CRANE AND HOIST INC</b> Totals				Invoices	1		\$7,000.00
Vendor <b>48172 - SNAP ON TOOLS</b> 01252357992	Small Tools	Paid by Check #111575		01/25/2023	02/08/2023	01/31/2023		02/08/2023	129.96
		Vendor <b>48172 - SNAP ON TOOLS</b> Totals				Invoices	1		\$129.96
Vendor <b>44577 - SOUNDPROS INC</b> 230122-50	Public Relations Expense	Paid by Check #111576		01/22/2023	02/08/2023	02/28/2023		02/08/2023	49.00
		Vendor <b>44577 - SOUNDPROS INC</b> Totals				Invoices	1		\$49.00
Vendor <b>23450 - SOUTH TAHOE REFUSE</b> Jan 23 Stmt	Refuse Disposal	Paid by Check #111577		02/01/2023	02/08/2023	01/31/2023		02/08/2023	3,315.00
		Vendor <b>23450 - SOUTH TAHOE REFUSE</b> Totals				Invoices	1		\$3,315.00
Vendor <b>45168 - SOUTHWEST GAS</b> JANUARY 2023	Natural Gas	Paid by Check #111522		01/23/2023	02/01/2023	01/31/2023		02/01/2023	37,454.56
JANUARY 2023-2	Natural Gas	Paid by Check #111578		01/30/2023	02/08/2023	01/31/2023		02/08/2023	2,764.33
		Vendor <b>45168 - SOUTHWEST GAS</b> Totals				Invoices	2		\$40,218.89
Vendor <b>49064 - STAPLES BUSINESS ADVANTAGE</b> 3529193126	Office Supply Issues	Paid by Check #111579		01/28/2023	02/08/2023	01/31/2023		02/08/2023	472.02
3529193127	Office Supply Issues	Paid by Check #111579		01/28/2023	02/08/2023	01/31/2023		02/08/2023	33.95
3529193128	Office Supply Issues	Paid by Check #111523		01/28/2023	02/01/2023	01/31/2023		02/01/2023	228.99
3529193129	Office Supply Issues	Paid by Check #111523		01/28/2023	02/01/2023	01/31/2023		02/01/2023	559.80
3529193131	Office Supplies	Paid by Check #111523		01/28/2023	02/01/2023	01/31/2023		02/01/2023	276.57
		Vendor <b>49064 - STAPLES BUSINESS ADVANTAGE</b> Totals				Invoices	5		\$1,571.33
Vendor <b>48617 - STEEL-TOE-SHOES.COM</b> STP020123	Safety Equipment - Physicals	Paid by Check #111580		02/01/2023	02/08/2023	02/28/2023		02/08/2023	201.18
STP020323	Safety Equipment - Physicals	Paid by Check #111580		02/03/2023	02/08/2023	02/28/2023		02/08/2023	222.88
		Vendor <b>48617 - STEEL-TOE-SHOES.COM</b> Totals				Invoices	2		\$424.06
Vendor <b>48267 - SUMMIT COMPANIES ABC FIRE</b> 571057984	Buildings	Paid by Check #111524		01/19/2023	02/01/2023	01/31/2023		02/01/2023	2,910.82
		Vendor <b>48267 - SUMMIT COMPANIES ABC FIRE</b> Totals				Invoices	1		\$2,910.82
Vendor <b>48441 - SWRCB-ELAP FEES</b> EA-RE-0723-1569	Dues - Memberships - Certification	Paid by Check #111581		01/03/2023	02/08/2023	01/31/2023		02/08/2023	6,550.00



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EA-LA-0123-1569	Dues - Memberships - Certification	Paid by Check # 111581		02/01/2023	02/08/2023	02/28/2023		02/08/2023	5,000.00
Vendor <b>48441 - SWRCB-ELAP FEES</b> Totals							Invoices	2	\$11,550.00
Vendor <b>48511 - SWRCB/DWOCP</b>									
Butzt2 2023	Dues - Memberships - Certification	Paid by Check # 111582		02/03/2023	02/08/2023	02/28/2023		02/08/2023	60.00
RutherfordaleT2 23	Dues - Memberships - Certification	Paid by Check # 111582		02/03/2023	02/08/2023	02/28/2023		02/08/2023	90.00
Vendor <b>48511 - SWRCB/DWOCP</b> Totals							Invoices	2	\$150.00
Vendor <b>24050 - TAHOE BASIN CONTAINER SERVICE</b>									
Jan 23 Stmt	Refuse Disposal & Biosolid Disposal Costs	Paid by Check # 111583		02/01/2023	02/08/2023	01/31/2023		02/08/2023	15,580.00
Vendor <b>24050 - TAHOE BASIN CONTAINER SERVICE</b> Totals							Invoices	1	\$15,580.00
Vendor <b>49032 - TAHOE BEACH &amp; SKI CLUB</b>									
Jan 23 Stmt	Standby Accommodations	Paid by Check # 111584		02/03/2023	02/08/2023	01/31/2023		02/08/2023	212.60
Vendor <b>49032 - TAHOE BEACH &amp; SKI CLUB</b> Totals							Invoices	1	\$212.60
Vendor <b>48886 - TAHOE CITY PUD</b>									
4TCPUDP1	TCPUD Prop1 2019 Implementation IRWM Inv#4	Paid by Check # 111525		01/27/2023	02/01/2023	01/31/2023		02/01/2023	32,656.25
Vendor <b>48886 - TAHOE CITY PUD</b> Totals							Invoices	1	\$32,656.25
Vendor <b>48229 - TAHOE DAILY TRIBUNE</b>									
IN78017	Ads-Legal Notices	Paid by Check # 111585		01/31/2023	02/08/2023	01/31/2023		02/08/2023	850.00
Vendor <b>48229 - TAHOE DAILY TRIBUNE</b> Totals							Invoices	1	\$850.00
Vendor <b>49731 - TANGENT INC</b>									
INV-03117-V8Q4W3	Service Contracts	Paid by Check # 111586		01/27/2023	02/08/2023	01/31/2023		02/08/2023	525.00
Vendor <b>49731 - TANGENT INC</b> Totals							Invoices	1	\$525.00
Vendor <b>48877 - SHELLY THOMSEN</b>									
MILEAGE100522	Travel - Meetings - Education	Paid by Check # 111587		02/06/2023	02/08/2023	01/31/2023		02/08/2023	97.50
Vendor <b>48877 - SHELLY THOMSEN</b> Totals							Invoices	1	\$97.50
Vendor <b>43718 - USA BLUE BOOK</b>									
248038	Repair - Maintenance Water Tanks	Paid by Check # 111588		01/26/2023	02/08/2023	01/31/2023		02/08/2023	8,205.76
215076	Grounds & Maintenance	Paid by Check # 111526		01/27/2023	02/01/2023	01/31/2023		02/01/2023	244.52
251570	Grounds & Maintenance	Paid by Check # 111526		01/30/2023	02/01/2023	01/31/2023		02/01/2023	(40.73)
Vendor <b>43718 - USA BLUE BOOK</b> Totals							Invoices	3	\$8,409.55
Vendor <b>48586 - VINCIGUERRA CONSTRUCTION INC</b>									
23-02A	Waterline, Black Bart	Paid by Check # 111527		12/31/2022	02/01/2023	01/31/2023		02/01/2023	251,121.30



# Payment of Claims

Payment Date Range 02/01/23 - 02/08/23  
 Report By Vendor - Invoice  
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
23-02AR	Waterline, Black Bart Retainage	Paid by Check #111527		12/31/2022	02/01/2023	01/31/2023		02/01/2023	(12,556.07)
23-19A	Secondary Clarifier #1 Rehab	Paid by Check #111527		12/31/2022	02/01/2023	01/31/2023		02/01/2023	45,000.00
23-19AR	Secondary Clarifier #1 Rehab Retainage	Paid by Check #111527		12/31/2022	02/01/2023	01/31/2023		02/01/2023	(2,250.00)
23-19B	Secondary Clarifier #2 Rehab	Paid by Check #111527		12/31/2022	02/01/2023	01/31/2023		02/01/2023	45,000.00
23-19BR	Secondary Clarifier #2 Rehab Retainage	Paid by Check #111527		12/31/2022	02/01/2023	01/31/2023		02/01/2023	(2,250.00)
23-19C	Sewer Field Communication Upgrades Phase 2	Paid by Check #111527		12/31/2022	02/01/2023	01/31/2023		02/01/2023	6,511.00
23-19CR	Sewer Field Communication Upgrades Phase 2 Retainage	Paid by Check #111527		12/31/2022	02/01/2023	01/31/2023		02/01/2023	(325.55)
23-19D	Water Field Communication Upgrades Phase 2	Paid by Check #111527		12/31/2022	02/01/2023	01/31/2023		02/01/2023	6,511.00
23-19DR	Water Field Communication Upgrades Phase 2 Retainage	Paid by Check #111527		12/31/2022	02/01/2023	01/31/2023		02/01/2023	(325.55)
Vendor <b>48586 - VINCIGUERRA CONSTRUCTION INC</b> Totals							Invoices	10	<u>\$336,436.13</u>
Vendor <b>49845 - WAGEWORKS INC</b>									
1222 TR106660	Dec 22 Cobra Admin Fee	Paid by Check #111528		12/01/2022	02/01/2023	01/31/2023		02/01/2023	130.80
Vendor <b>49845 - WAGEWORKS INC</b> Totals							Invoices	1	<u>\$130.80</u>
Vendor <b>49540 - WATER SYSTEMS CONSULTING INC</b>									
7307	Contractual Services	Paid by Check #111529		10/31/2022	02/01/2023	01/31/2023		02/01/2023	28,075.30
7502	Bijou PS Rehab	Paid by Check #111529		12/31/2022	02/01/2023	01/31/2023		02/01/2023	83,375.43
7507	Contractual Services	Paid by Check #111529		12/31/2022	02/01/2023	01/31/2023		02/01/2023	10,412.12
Vendor <b>49540 - WATER SYSTEMS CONSULTING INC</b> Totals							Invoices	3	<u>\$121,862.85</u>
Vendor <b>25680 - WECO INDUSTRIES INC</b>									
0050921-IN	Infiltration & Inflow	Paid by Check #111589		01/17/2023	02/08/2023	01/31/2023		02/08/2023	17,088.98
Vendor <b>25680 - WECO INDUSTRIES INC</b> Totals							Invoices	1	<u>\$17,088.98</u>
Vendor <b>25700 - WEDCO INC</b>									
809942	Shop Supplies	Paid by Check #111530		01/23/2023	02/01/2023	01/31/2023		02/01/2023	36.33
810844	Shop Supplies	Paid by Check #111530		01/27/2023	02/01/2023	01/31/2023		02/01/2023	690.29
811440	Luther Pass Pump Station	Paid by Check #111590		01/31/2023	02/08/2023	01/31/2023		02/08/2023	111.79
811719	Shop Supplies	Paid by Check #111590		02/01/2023	02/08/2023	01/31/2023		02/08/2023	512.06
Vendor <b>25700 - WEDCO INC</b> Totals							Invoices	4	<u>\$1,350.47</u>
Vendor <b>25850 - WESTERN NEVADA SUPPLY</b>									
19601609	Shop Supplies	Paid by Check #111531		01/05/2023	02/01/2023	01/31/2023		02/01/2023	3,950.45
19602651	Secondary Equipment	Paid by Check #111531		01/05/2023	02/01/2023	01/31/2023		02/01/2023	597.73
19603181	Secondary Equipment	Paid by Check #111531		01/05/2023	02/01/2023	01/31/2023		02/01/2023	103.94
19603329	Secondary Equipment	Paid by Check #111531		01/05/2023	02/01/2023	01/31/2023		02/01/2023	2,389.94
19615757	Pipe - Covers & Manholes	Paid by Check #111531		01/19/2023	02/01/2023	01/31/2023		02/01/2023	1,748.72
19615763	Saddles & Fittings Inventory	Paid by Check #111531		01/19/2023	02/01/2023	01/31/2023		02/01/2023	1,680.95



# Payment of Claims

Payment Date Range 02/01/23 - 02/08/23  
 Report By Vendor - Invoice  
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
39617126	Shop Supplies	Paid by Check #111531		01/20/2023	02/01/2023	01/31/2023		02/01/2023	105.69
19282196-3	Water Meters & Parts	Paid by Check #111531		01/24/2023	02/01/2023	01/31/2023		02/01/2023	3,744.26
19587755-1	Suspense	Paid by Check #111591		01/28/2023	02/08/2023	01/31/2023		02/08/2023	331.08
CM19601609	Shop Supplies	Paid by Check #111531		01/28/2023	02/01/2023	01/31/2023		02/01/2023	(3,950.45)
19624106	Pump Stations	Paid by Check #111591		01/30/2023	02/08/2023	01/31/2023		02/08/2023	478.24
19286574-5	Pipe - Covers & Manholes	Paid by Check #111591		01/31/2023	02/08/2023	01/31/2023		02/08/2023	33.48
CM19587755-1	Suspense	Paid by Check #111591		01/31/2023	02/08/2023	01/31/2023		02/08/2023	(331.08)
39628019	Luther Pass Pump Station	Paid by Check #111591		02/01/2023	02/08/2023	02/28/2023		02/08/2023	187.27
39628470	Luther Pass Pump Station	Paid by Check #111591		02/01/2023	02/08/2023	02/28/2023		02/08/2023	73.61
Vendor <b>25850 - WESTERN NEVADA SUPPLY</b> Totals						Invoices	15		\$11,143.83
Vendor <b>48785 - WESTERN POWER PRODUCTS INC</b>									
101-119370	Generators	Paid by Check #111592		01/31/2023	02/08/2023	01/31/2023		02/08/2023	202.14
Vendor <b>48785 - WESTERN POWER PRODUCTS INC</b> Totals						Invoices	1		\$202.14
Vendor <b>49738 - WEX BANK</b>									
86518261	Diesel Expense	Paid by Check #111532		01/23/2023	02/01/2023	01/31/2023		02/01/2023	711.43
Vendor <b>49738 - WEX BANK</b> Totals						Invoices	1		\$711.43
Grand Totals						Invoices	263		\$1,260,617.75

Chandler, Shannon chk# 111533 105.00  
 02/16/2023 P.O.C. Total \$1,260,722.75





# SOUTH TAHOE PUBLIC UTILITY DISTRICT

David Peterson, President  
Nick Haven, Director

BOARD MEMBERS  
Shane Romsos, Vice President

Kelly Sheehan, Director  
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

## REGULAR MEETING OF THE BOARD OF DIRECTORS SOUTH TAHOE PUBLIC UTILITY DISTRICT February 2, 2023 MINUTES

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

**ROLL CALL: Board of Directors:** President Peterson, Directors Haven, Romsos, Sheehan, Exline

**Staff:** John Thiel, Gary Kvistad, Paul Hughes, Melonie Guttry, Brent Goligoski, Julie Ryan, Jessica Mendoza, Adrian Combes, Chris Stanley, Liz Kauffman, Chris Skelly, Frank Abdondolo, IV Jones, Stephen Caswell, Dan Arce, Ryan Lee, Star Glaze, Debbie Henderson, Cuz Cullen

**Guests:** Scott Gabler

1. **PLEDGE OF ALLEGIANCE:**

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

3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR:**

**Melonie Guttry** announced that Item 6a – Memorandum of Understanding for the South Tahoe Zero Emissions District is being pulled from the Agenda and will be brought back to the Board on February 16, 2023.

4. **ADOPTION OF CONSENT CALENDAR:**

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

a. **FLAGPOLE 2 AND IROQUOIS 2 TANK RECOATING PROJECT**

(Julie Ryan, Engineering Department Manager and Heidi Baugh, Purchasing Agent)

Authorized staff to advertise for Bids for the Flagpole 2 and Iroquois 2 Tank Recoating Project.

b. **2023-2024 TANK COATINGS TOUCHUP PROJECT**

(Julie Ryan, Engineering Department Manager and Heidi Baugh, Purchasing Agent)

Authorized staff to advertise for Bids for the 2023-2024 Tank Coatings Touchup Project.

c. **TAHOE REGIONAL PLANNING AGENCY CERTIFICATES OF DEPOSIT**

(Debbie Henderson, Accounting Manager)

Adopted Resolution No. 3239-23 authorizing Paul Hughes, Chief Financial Officer and Gregory Dupree, Accounting Manager, to initiate purchase and redemptions of Certificates of Deposit held by Tahoe Regional Planning Agency (TRPA), superseding Resolution No. 2852-08.

d. **RECEIVE AND FILE PAYMENT OF CLAIMS** (Debbie Henderson, Accounting Manager)

Received and filed Payment of Claims in the amount of \$1,399,132.87.

e. **REGULAR BOARD MEETING MINUTES: January 19, 2023**

(Melonie Guttry, Executive Services Manager/Clerk of the Board)

Approved January 19, 2022, Minutes

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

6. **ITEMS FOR BOARD ACTION:**

- a. Secondary Clarifiers Nos. 1 and 2 Rehabilitation Project (Julie Ryan, Engineering Department Manager and Brent Goligoski, Associate Engineer) – **Julie Ryan** provided details regarding the Secondary Clarifiers Nos. 1 and 2 Rehabilitation Project and addressed questions from the Board.

**Moved Romsos/Second Haven/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline Yes**

to authorize staff to advertise for rebid for construction of the Secondary Clarifier No. 2 Rehabilitation Project.

- b. Laboratory Department Staffing (Daniel Arce, Laboratory Director) – **Dan Arce** provided details regarding the laboratory department staffing and addressed questions from the Board.

**Moved Sheehan/Second Romsos/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline**

**Yes** to authorize a new limited-term, part-time position in the Laboratory titled Quality Control Officer.

- c. 2023 Board Goals for the General Manager (John Thiel, General Manager) – **John Thiel** outlined the 2023 goals as emailed to the Board as well as presented in the handout today and addressed questions from the Board.

**Moved Peterson/Second Sheehan/Peterson Yes/Haven Yes/Romsos Yes/Sheehan Yes/Exline**

**Yes** to approve the 2023 Board Goals for the General Manager with additions as presented.

- d. Liability Claim Against South Tahoe Public Utility District Received from **Scott Gabler** (Ryan Lee, Manager of Customer Service) – **Ryan Lee** provided details regarding Liability Claim against South Tahoe Public Utility District filed by **Scott Gabler** and addressed questions from the Board. **Scott Gabler** addressed the Board regarding the claim he submitted and the Board discussed the issue, reviewed photos and attempted to understand the request. **Chris Stanley** provided details regarding the work the District crews completed at the property. The Board directed staff to work with **Scott Gabler** to review the work done and to complete more fact finding and determine if there is a mutually agreeable solution that can be implemented once

the snow is melted at the site. Once that is complete, the Claim should be brought back to the Board with a clear recommendation for resolution.

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

**Director Sheehan** reported she attended the El Dorado County Successor Oversight Committee meeting.

**President Peterson** recused himself at 3:33 p.m.

**Director Exline** reported that the Tahoe Keys Negotiations committee met Tuesday afternoon and discussed the next steps of the evaluation. **Director Romsos** provided details regarding the Phases 3a and 3b. **John Thiel** added that the Tahoe Keys Property Owners Association has been paying for costs of approximately \$86,000 of the \$100,000 allocated. They are looking to modify that amount from \$100,000 to \$120,000.

**President Peterson** rejoined the meeting at 3:40 p.m.

**8. BOARD MEMBER REPORTS:**

**President Peterson** reported that Executive Committee met on Friday, January 20, 2023, with nothing to report.

**9. EL DORADO WATER AGENCY PURVEYOR REPORT:**

**President Peterson** reported that the next meeting is February 8, 2023.

**10. STAFF/ATTORNEY REPORTS:**

**Ryan Lee** provided an update regarding the District's first monthly billing which took place February 1, 2023 and those bills will go out today. He will provide another update in a few months once feedback is received from customers.

**Melonie Guttry** announced ethics training is scheduled for Thursday, February 16, 2023, at 11 a.m. just prior to the Board Meeting. Lunch will be provided. Also, Form 700 memos will be distributed next week and if there are any questions, please contact her.

**11. GENERAL MANAGER REPORT:**

**John Thiel** reported on several items:

- Provided a staffing update
- Provided a stormwater update
- Provided details regarding a meeting scheduled for Friday, February 3, 2023, with El Dorado County Supervisor, Brooke Laine. **Paul Hughes** addressed a question from the Board regarding funding from El Dorado County.
- Provided an update regarding legislative meetings with Senator Alvarado-Gil
- Provided an update regarding a meeting with Alpine County

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

**13. BREAK AND ADJOURN TO CLOSED SESSION: 3:51 p.m.**

**RECONVENE TO OPEN SESSION: 5:38 p.m.**

- a. Pursuant to Government Code Section 54956.9(d)(2) of the California Government code, Conference with Legal Counsel regarding Potential Litigation (one case).

No reportable Board Action

- b. Pursuant to Government Code Section 54956.9(b) of the California Government Code, Conference with Legal Counsel regarding Potential Litigation (one case).

No reportable Board Action

- c. Pursuant to Section 54956.9(d)(1) of the California Government code, Closed Session may be held for conference with legal counsel regarding existing litigation: Yolo County Superior Court Case CV 2021-1686, Alpine County vs. South Tahoe Public Utility District; et al.

No reportable Board Action

- d. Pursuant to Section 54957 of the California Government Code, Closed Session may be held regarding public employee evaluation for unrepresented employee position – Legal Services Providers.

No reportable Board Action

- e. Pursuant to Section 54957 of the California Government Code, Closed Session may be held regarding public employee evaluation for unrepresented employee position - General Manager.

No reportable Board Action

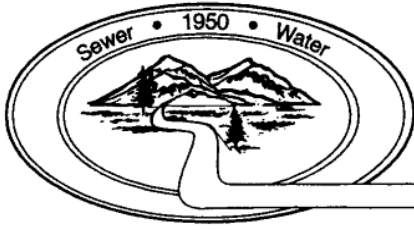
**ADJOURNMENT:** 5:39 p.m.

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David Peterson, Board President  
South Tahoe Public Utility District

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Melonie Guttry, Clerk of the Board  
South Tahoe Public Utility District



# South Tahoe Public Utility District

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401  
Phone 530 544-6474 • Fax 530 541-0614 • [www.stpud.us](http://www.stpud.us)

## BOARD AGENDA ITEM 6a

**TO:** Board of Directors

**FROM:** Shelly Thomsen, Director of Public and Legislative Affairs

**MEETING DATE:** February 16, 2023

**ITEM – PROJECT NAME:** Memorandum of Understanding for the South Tahoe Zero Emissions District

**REQUESTED BOARD ACTION:** Authorize the General Manager to sign the Memorandum of Understanding for the South Tahoe Zero Emissions District.

**DISCUSSION:** The District formed the System Efficiency and Sustainability Committee in 2020 to increase efficiency and sustainability while increasing or maintaining the reliability and cost-effectiveness of the District's systems. As part of this effort, the District has been collaborating with community partners, such as working with the City of South Lake Tahoe on a greenhouse-gas assessment and working with the SEED Fund on regional solar projects.

The South Tahoe Zero Emissions District (STZED) Memorandum of Understanding (MOU) provides an opportunity to expand upon this regional collaboration. The STZED MOU aims to improve adoption and visibility of renewable energy projects, distributed energy resources, battery storage, and climate-forward actions in the region. The goals of the STZED are focused on the reduction of greenhouse gases. Regional members include the City of South Lake Tahoe, El Dorado County, South Tahoe Refuse, Lake Tahoe Unified School District, Lake Tahoe Community College, and Barton Health.

By signing onto the MOU, the District may partner when possible and appropriate, to take advantage of economies of scale and coordinate discussions with the Federal, State, regional, and local agencies to address current regulatory challenges and grant opportunities that include the STZED's objectives. We may share, discuss, and communicate the results of projects in support of scaling up improved efficiencies, technologies, and systems. We may share data that allows for tracking of greenhouse gas reductions. Nothing in the MOU creates a binding legal relationship between partners, rather it defines a cooperative process.



# **MEMORANDUM OF UNDERSTANDING**

*for the*

## **SOUTH TAHOE ZERO EMISSIONS DISTRICT**

*by*

**City of South Lake Tahoe,**

**Barton Hospital,**

**South Tahoe Public Utility District,**

**South Tahoe Refuse,**

**Lake Tahoe Unified School District,**

**Lake Tahoe Community College,**

*and*

**El Dorado County**

**December 2022**

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**WITNESSETH:**

**WHEREAS**, the latest climate science underscores the necessity for the City of South Lake Tahoe to reduce greenhouse gas emissions by at least 59.2% from 2018 levels by the year 2030, and the City has formally adopted this science-based target, and;

**WHEREAS**, the South Tahoe Zero Emissions District is a grassroots, locally-based effort to increase the adoption of renewable energy projects, and;

**WHEREAS**, CSLT, Barton, STPUD, STR, LTUSD, LTCC, and EDC (the Parties) have determined that the mission of the STZED aligns directly with and strongly supports their respective missions, and;

**WHEREAS**, the Parties have facilities located within a similar region and recognize they can contribute to achieving the science-based target for reducing greenhouse gases, and;

**WHEREAS**, there is scientific consensus regarding the reality of climate change and the connection between human activity, the combustion of fossil fuels that create greenhouse gases, and the warming of the planet, and;

**WHEREAS**, South Lake Tahoe and entire Lake Tahoe region is experiencing the effects of climate change locally, including the increase in extreme wildfire events such as the Caldor Fire, which was described by Cal Fire Chief Chris Anthony as “no longer [unprecedented] given the clear trends associated with drought and a changing climate”, and;

**WHEREAS**, the Lake Tahoe region is at severe risk to escalating impacts of climate change locally, with the 2020 State of the Lake Report projecting air temperature increases of 8 degrees Fahrenheit and a 50% reduction of snow by the latter part of the century, and;

**WHEREAS**, local control of our energy resources is in the interest of the Parties for economic and safety reasons, and;

**WHEREAS**, growing engagement in the general community and student population with the realities, challenges, and needs of addressing climate change is necessary to achieve targeted greenhouse gas reductions, and;

**WHEREAS**, the Parties see a higher likelihood of achieving efficiencies of scale, cost effectiveness, and opportunities for grant funding by working together on projects, and;

**WHEREAS**, the Parties agree that they can best support the STZED by working cooperatively to do so, and that by working together as a team they will greatly increase their impact and accomplish far more than can be achieved working individually,



**NOW THEREFORE**, in consideration of the terms and conditions contained herein, the Parties do hereby agree to cooperate in the planning, establishment, implementation, growth and continuance of the South Tahoe Zero Emissions District.

## **Memorandum Section One: Introduction**

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### **I. PARTIES TO THE MOU**

The parties to this Memorandum of Understanding (MOU) are:

- A. City of South Lake Tahoe (“CSLT”),
- B. Barton Hospital (“Barton”),
- C. South Tahoe Public Utility District (“STPUD”),
- D. South Tahoe Refuse (STR”),
- E. Lake Tahoe Unified School District (“LTUSD”),
- F. Lake Tahoe Community College (“LTCC”),
- G. El Dorado County (“EDC”).

### **II. PURPOSE OF THE MOU**

The purpose of this MOU is to memorialize the agreement of the Parties to collaborate in support of planning, implementing, and growing the South Tahoe Zero Emissions District (“STZED”).

### **III. BACKGROUND OF THE STZED**

The Parties first came together to memorialize a vision in 2020 to meet all electricity needs for seven entities at every hour of the day with locally-generated renewable energy sources, including increased demand from electrification of transportation, heating, and other sectors. The application to the Department of Energy requested funding for a pilot project involving the City and an affordable housing developer as a first step toward enacting that larger vision. The application was submitted in 2021 and was not funded, however the Parties maintain that commitment and vision.

### **IV. PURPOSE OF THE STZED**

Participation in the STZED will benefit all the Parties collectively by improving the adoption and visibility of renewable energy projects, distributed energy resources, battery storage, and climate-forward actions in our City and region. Its goals are all concentrated on the reduction of greenhouse gases. Focus areas include but are not limited to the following.

- A. Partnering when possible and appropriate to take advantage of economies of scale and/or mitigate risk and to coordinate discussions with Federal, State,

regional and local agencies to address current regulatory challenges that currently preclude the objectives outlined in the STZED.

- B. Sharing, discussing, and communicating the results of projects in support of scaling up even broader adoption of improved efficiencies, technologies, and systems.
- C. Sharing data that allows for tracking of greenhouse gas reductions.
- D. Participatory learning resulting in the adoption of improved energy efficiencies.

V. BENEFITS TO THE PARTIES

Participation in the STZED will benefit all the Parties collectively by improving the adoption and visibility of greenhouse gas reducing projects and resultant cost savings. Additionally, each of the Parties will enjoy individual gains in their respective focus areas as follows.

- A. CSLT: Achieving greenhouse gas reductions goals in municipally owned facilities and community-wide; critical facility resilience.
- B. Barton: Increase efficiency and sustainability while achieving critical facility resilience in the case of power outages; contribute to community-wide enhanced health benefits of improved air quality.
- C. STPUD: Increase efficiency and sustainability while maintaining the reliability of STPUD's critical water, wastewater and recycled water system. This will help to optimize productivity, reduce, costs, and streamline operations to meet the needs of present and future generations.
- D. STR: Achieving reductions in vehicle miles traveled and operational greenhouse gas footprint; critical facility resilience.
- E. LTUSD:
  - Alignment between city, county, and school district entities around reduction of greenhouse gas emissions and sustainability.
  - To prioritize student and entire community health, well-being and learning outcomes when making school facility decisions.
  - To promote resilience by utilizing the school building as a climate adaptation and climate mitigation tool.
  - To educate future and current generations how to support a stable climate and economy for all generations.
- F. LTCC: Set an example for how net zero emissions can be achieved in the education sector, and to be a leader in the basin on responsible climate solutions. Provide robust educational opportunities for the Tahoe basin community utilizing work experience and internships.
- G. EDC: Increase efficiency, sustainability, and resiliency at county facilities.

## Memorandum Section Two: Objectives and Operations

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### I. OBJECTIVES OF THE STZED

The STZED will work to implement greenhouse gas reducing projects at our respective facilities. The Parties commit to sustained, regular communication for idea and opportunity sharing, project development, cost savings, and for outreach and education celebrating project successes. In the face of increasing severity of weather-related risk and fire posed by climate change, the Parties' objectives include but are not limited to the following.

- A. Provision of technical guidance, performance evaluation metrics, and data. archiving services for achieving and tracking greenhouse gas reductions.
- B. Increase the resilience of our critical infrastructure.
- C. Secure and coordinate resources to support local and regional greenhouse gas reducing projects.
- D. Accelerate the creation of new, green well-paying jobs.
- E. Implement greenhouse gas reducing projects as in a timely manner.
- F. Explore opportunities for locally sited renewable energy development that can provide economic benefit.

### II. OPERATIONS OF THE STZED

The Parties are committed to creating and maintaining an equitable, transparent, accountable and sustainable cooperative working relationship. Accordingly, the Parties will mutually participate in initiating the ongoing work of the STZED.

Each of the Parties may offer, at their discretion, opportunities for activities and programs to foster the STZED. The Parties contemplate possible implementation of programs and activities including but not limited to the following.

- A. Research, and/or host/participate in educational, community and cultural activities.
- B. Sponsorship and/or participation in, meetings, workshops, conferences, lectures, seminars, demonstrations and other appropriate events.
- C. Collaborations on grant applications and other funding and cost-efficiency opportunities
- D. Specific activities and programs implemented under authority of this MOU will be subject to availability of funds and other resources, as well as to the approval of each of the Parties' authorized representatives.
- E. Each Party will be responsible for costs and expenses incurred by its employees and agents as a result of the activities conducted pursuant to this MOU as stipulated by subsequent MOUs and/or written agreement.

This MOU defines a cooperative process between the Parties. Nothing in this MOU will be construed as creating a binding legal relationship between the Parties. This MOU is a broad statement of intent which sets forth the general basis upon which the Parties wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved and executed by the Parties.

### III. ROLES OF THE PARTIES

The responsibilities of the Parties will evolve as the STZED matures and expands. As of the inaugural year of this MOU, the responsibilities and commitments of the Parties can be broadly stated as encompassing the provision of the following.

- Coordination, scheduling, convening of regular meetings. The Parties agree to work together to annually designate a Coordinator among staff from the Parties.
- Promotion of the STZED for purposes of securing external funding.
- Sharing of ideas and accomplishments for purposes of educating and inspiring the Parties.
- Engagement in considering opportunities for relevant partnerships with one or more of the Parties.

## Memorandum Section Three: General Conditions

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### I. PARTY DESIGNATION FOR PARTICIPATION.

The Parties designate participation in STZED via the following job titles/roles within the individual organization. This will be reviewed and updated as needed.

A. For the City of South Lake Tahoe:

City Manager and/or Sustainability Coordinator

B. For Barton Hospital:

Administrative Director of Facilities

C. For South Tahoe Public Utility District:

Public Affairs and Conservation Manager

D. For South Tahoe Refuse:

President

E. For Lake Tahoe Unified School District:

Associate Superintendent, Business Operations

F. For Lake Tahoe Community College:

Director of Human Resources

G. For El Dorado County:

Deputy Director, Tahoe Planning & Stormwater Division

## II. MODIFICATIONS

- A. This may be modified with the written approval of all the of the Parties, provided that the Part(ies) proposing a modification or amendment submits the same in writing to the other Parties at least (60) days in advance of the proposed modification date. This MOU may be modified with less than sixty days' advance notice if all of the Parties so agree in writing.
- B. Additional Parties may be added to this MOU in accordance with the above procedure for Modification. Such additions would be memorialized in writing as consecutive amendments to this MOU.

## III. TERM

This MOU shall become effective as of the date it has been executed by all Parties. It may be reviewed periodically as the Parties mutually agree. It shall remain in effect indefinitely unless and until terminated by one or more Parties in accordance with the below Item IV., Termination.

## IV. TERMINATION

Any Party may terminate its participation in this MOU without cause provided that the terminating Party submits written notice to the other Parties at least thirty (30) days in advance of the intended termination date.

Signatures will be on the following page.

## Acknowledged and Agreed

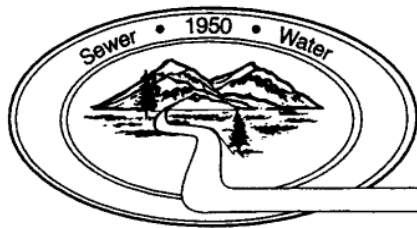
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In witness whereof, the Parties have executed this MOU on the dates written below.

_____ Joe Irvin City Manager City of South Lake Tahoe	Date	_____ Name Title Barton Hospital	Date
_____ John Thiel General Manager South Tahoe Public Utility District	Date	_____ Jeff Tillman President South Tahoe Refuse	Date
_____ Andrea Salazar Associate Superintendent, Business Operations Lake Tahoe Community Unified School District	Date	_____ Name Title Lake Tahoe Community College	Date
_____ Brenden Ferry Deputy Director, Tahoe Planning & Stormwater Division El Dorado County	Date		

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline



# South Tahoe Public Utility District

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

## BOARD AGENDA ITEM 6b

**TO:** Board of Directors

**FROM:** Chris Skelly, Information Technology Manager

**MEETING DATE:** February 16, 2023

**ITEM – PROJECT NAME:** Local Area Technical Assistance Grant Commitment

**REQUESTED BOARD ACTION:** Accept conditions to develop fiberoptic infrastructure evaluations, plans, and other work in accordance with the Local Area Technical Assistance grant requirements.

**DISCUSSION:** During the recent Information Technology (IT) Strategic Plan refresh project, the District's consultants found that connectivity in the basin is far below that of other districts, cities, and counties they have evaluated. Opportunistically, there was a zero percent match grant of up to \$500,000 per agency, per year being offered by the California Public Utilities Commission (CPUC) to provide technical assistance funding for planning work that will facilitate high-speed broadband infrastructure projects. Staff had to quickly get an application in as there is a set amount of grant funds available and a wide array of eligible entities that can apply.

The District received notice on January 26, 2023 that the application submitted was awarded in the amount of \$491,035.38. Staff is now seeking the Board's commitment to support the development of plans and other engineering work not typically performed by staff. Staff intends to publish a Request for Proposal for consulting services to assist in collaborating with community partners and stakeholders, development of project documents, and other grant defined reimbursable work products.

**SCHEDULE:** 12-24 Months

**COSTS:** Not to exceed \$491,035.38

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** Grant funded

**ATTACHMENTS:** Grant Award Letter

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer/Water

**GENERAL MANAGER:** YES                      NO                     

**CHIEF FINANCIAL OFFICER:** YES                      NO



PUBLIC UTILITIES COMMISSION  
STATE OF CALIFORNIA  
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102  
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

January 26, 2023

Chris Skelly  
[cskelly@stpud.us](mailto:cskelly@stpud.us)  
South Tahoe PUD Design and Engineering Project

Dear Chris Skelly:

Congratulations! The California Public Utilities Commission is pleased to inform you that the South Tahoe Public Utility District's application for Local Agency Technical Assistance grant funding for South Tahoe PUD Design and Engineering Project in the amount of up to **\$491,035.38** has been approved.

Pursuant to Decision (D.) 22-02-026, Staff is authorized to approve applications that meet all the criteria for Ministerial Review. Your application was received on October 31, 2022 and was posted on the CPUC's Local Agency Technical Assistance webpage. Staff reviewed your application and determined that your application is eligible for a grant and meets eligibility criteria for Ministerial Review.

The award is predicated on the South Tahoe Public Utility District's agreement to provide technical assistance as detailed in its application. In its application, the South Tahoe Public Utility District agreed to comply with the specified Ministerial Review criteria as well as to fulfill all requirements, guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026 including but not limited to execution and performance, payment, reporting and award acceptance requirements listed in Attachments 1 and 2 of this letter. Please sign and submit the following: 1. A [Consent Form](#) binding your organization to the terms of the grant and 2. A State of California [Government Agency Tax Payer ID Form](#) for tax reporting purposes. **You must submit these documents within 30 days of the date of this letter. If you do not, this award is void.**

Thank you for your application and please direct any questions to Michael Ammermuller ([Michael.Ammermuller@cpuc.ca.gov](mailto:Michael.Ammermuller@cpuc.ca.gov)) and/or refer to the Grantee Administrative Manual, available at <https://bit.ly/CPUCLATA>.

We appreciate your efforts to provide service to our fellow Californians.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Osborn".

Robert Osborn  
Director  
Communications Division



## **ATTACHMENT 1**

### **Requirements**

The grant award is predicated on the South Tahoe Public Utility District's agreement to provide technical assistance as detailed in its application. In its application, the South Tahoe Public Utility District agreed and attested to comply with the specified Ministerial Review criteria as well as fulfilling all requirements guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026, including but not limited to execution and performance, payment, reporting and award acceptance requirements. Key requirements of Local Agency Technical grant include, among others:

- All costs are related to the development of broadband network deployment projects to benefit unserved or underserved Californians. These projects may include, but are not limited to, the costs of joint powers authority formation, environmental studies, network design, and engineering study expenses.
- Grant may not exceed \$500,000 per local agency, per fiscal year
- A signed affidavit agreeing to comply with the terms, conditions and requirements of the grant and submits to the jurisdiction of the Commission with respect to the disbursement and administration of the grant as well as applicable state and federal rules concerning broadband services.
- Grantee must sign a Consent Form agreeing to the terms stated in the award letter as well as all Local Agency Technical Assistance Rules and Requirements, Guidelines and Application Materials in D.22-06-026.
- Grantee must complete the reimbursable work product within 24 months.
- Grantee must provide Staff a copy of the final reimbursable work product.

### **Reporting**

The grant award is contingent upon fulfilling the reporting requirements per D.22-06-026, Attachment 1.

SB 156 requires grantees to fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if they are using a licensed contractor or subcontractor\* to undertake a contract or subcontract in excess of twenty-five thousand dollars (\$25,000). The Commission is required to post that information on its website. Specifically, SB 156 requires the following to be reported to the Commission on a monthly basis:

- The name and contractor's license number of each licensed contractor and subcontractor undertaking a contract or subcontract in excess of twenty-five thousand dollars (\$25,000) to perform work on a project funded or financed pursuant to this section.
- The location where a contractor or subcontractor described in subparagraph (A) will be performing that work.
- The anticipated dates when that work will be performed.

\*Licensed contractor or subcontractor means any contractor that holds a California state license through the contractor's state license board (<https://www.cslb.ca.gov/>).

### **Post-completion**

Upon completion of the reimbursable work product and before final payment, Grantees must:

- Provide a signed completion form stating the technical assistance work has been completed suitable to be posted on the Commission's webpage. The signed completion form must be provided prior to final payment and must include a short summary of the reimbursable work product(s) performed under the contract, including demonstration that the reimbursable work product(s) identify broadband infrastructure deployment projects that will help achieve the CASF deployment goal, and identification of the area(s) where the applicant intends to deploy broadband based on the reimbursable work product(s).
- Provide a copy of each reimbursable work product's final report(s), plans, studies, etc. produced under the contract.

### **Payment**

Payment will be made directly to the local agency as the grant recipient. Local agency grantees may request partial reimbursement if they complete one or more of the approved reimbursable work products prior to completion of other reimbursable work products approved in the same grant authorization. Payment will be based upon receipt and approval of an invoice(s) submitted by the local agency showing the expenditures incurred for the reimbursable work product, along with the reimbursable work product final report/study/joint powers agreement, etc., and the completion reporting required above. The invoice(s) must be supported by documentation including but not limited to the actual cost of labor and any other expense that will be recovered by the grant.

To the extent that any portion of an award was used to reimburse a local agency for administrative costs associated with securing or completing a reimbursable work product, the local agency must submit an itemized accounting of such costs, demonstrating the total requested for reimbursement does not exceed 15 percent of the total authorized award. If any portion of reimbursement is found to be out of compliance, grantees will be responsible for refunding any disallowed amount along with appropriate interest rates determined in accordance with applicable Commission decisions. Grantees are required to maintain records such as files, invoices, and other related documentation for five years after final payment. Grantees shall make these records and invoices available to the Commission upon request and agree that these records are subject to a financial audit by the Commission at any time within five years after the final payment made to a grantee.

### **Execution and Performance**

The South Tahoe Public Utility District must complete the project within the 24-month timeframe in accordance with the terms of approval granted by the Commission. If the Grantee is unable to complete project within the 24-month timeframe, it must notify the Commission or Director of Communications Division as soon as it becomes aware of this prospect. The Commission may reduce or withhold payment for failure to satisfy this requirement. In the event that the Grantee or contractor fails to complete the work in accordance with the approval granted by the Commission, and as described in its application and contract, the Grantee must reimburse some or all of the funds it has received.

The South Tahoe Public Utility District must sign and submit the linked [Consent Form](#) agreeing to the terms of the award **within 30 calendar days from the date of this letter**. Failure to submit the Consent Form within the timeframe required, the CPUC will deem the grant or award null and void.

The South Tahoe Public Utility District must communicate in writing to the Communications Division's Director regarding any changes to the substantive terms and conditions underlying the Commission's approval of the grant (such as changes to a reimbursable work product contract, work plan or budget) at least 30 days before the anticipated. Substantive changes may require approval by either the Communications Division Director or by Commission Resolution before becoming effective.

The Commission has the right to conduct any necessary audit, verification, and discovery for work proposed or completed under the technical assistance to ensure that funds are spent in accordance with Commission rules and with the terms of approval by the Commission.

**Attachment 2**

**Local Agency Broadband Technical Assistance Reporting Requirements and Guidelines**

Version December 2022

The Local Agency Technical Assistance program provides grants for eligible pre-construction work which facilitates the construction of broadband network projects. When the California Public Utilities Commission (CPUC) established the technical assistance grant program, the program was funded with American Rescue Plan Act monies administered by the U.S. Treasury. The source of technical assistance funding has changed. This guidance outlines grantee reporting.

The Commission issued [Decision \(D.\) 22-02-026](#) establishing program requirements for the Local Agency Technical Assistance Grant Program.

Grantees must file **quarterly** progress reports to the Commission with the below information.

*Narrative Project Information*

- 1.1 The counties, cities and census designated places where households, businesses, and community anchor institutions are planned to be served by the broadband project.
- 1.2 Confirmation that the technical assistance is designed to support projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
- 1.3 Statement of intention about the pricing plans for projects that the technical assistance will support, such as offering of affordable plan or low-income plan subsidized with other funding (ACP).
- 1.4 Information on broadband need in the project area.
- 1.5 Statement describing the community benefits of broadband technical assistance.

*Detailed Project Information*

- 2.1 Individual work products granted by the program.
  - o Dollars/hours expended per task/work product.
- 2.2 Estimated construction start date (month/year).
- 2.3 Estimated construction completion date (month/year).
- 2.4 Estimated initiation of operations date (month/year).
- 2.5 Planned project technology type(s):
  - o Fiber
  - o Coaxial Cable
  - o Terrestrial Fixed Wireless
  - o Other (specify)
- 2.6 Estimated total miles of fiber to be deployed.

2.7 Planned number of locations to be served, broken out by type:

- o Residential locations
- o Business connections
- o Community anchor institutions

2.8 Planned non-promotional prices including associated fees, speed tiers, and data allowance for each speed tier.

2.9 Other data on broadband need, by location.

**Submission**

To assist grantees with the filing of quarterly progress reports to the Commission, a sample of the reporting requirements is found in Attachment A of this document: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/lata-reporting-requirements-dec-22.pdf>

Planned project information listed in Attachment A should be submitted on a quarterly basis to the Commission’s email at [Broadband.TechAssist@cpuc.ca.gov](mailto:Broadband.TechAssist@cpuc.ca.gov). Grantees need to include in the email subject line:

1. Application Name
2. Project Name
3. The Reporting Quarter/Month

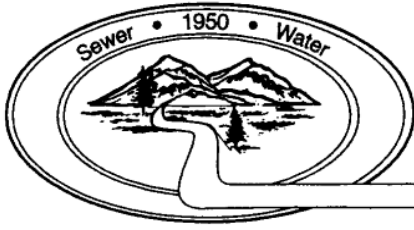
Updated quarterly project submissions are required to be sent by the due dates shown below. Grantees are responsible for contacting the Commission at [Broadband.TechAssist@cpuc.ca.gov](mailto:Broadband.TechAssist@cpuc.ca.gov), if the information cannot be submitted on time.

Reporting Period	Project Information Due to CPUC
October 1 – December 31, 2022	January 31, 2023
January 1 – March 31, 2023	April 28, 2023
April 1 – June 30, 2023	July 31, 2023
July 1 – September 30, 2023	October 31, 2023
October 1 – December 31, 2023	January 31, 2024
January 1 – March 31, 2024	April 28, 2024
April 1 – June 30, 2024	July 31, 2024
July 1 – September 30, 2024	October 31, 2024
October 1 – December 31, 2024	January 31, 2025
January 1 – March 31, 2025	April 30, 2025
April 1 – June 30, 2025	July 31, 2025
July 1 – September 30, 2025	October 31, 2025
October 1 – December 31, 2025	January 30, 2026
January 1 – March 31, 2026	April 30, 2026
April 1 – June 30, 2026	July 31, 2026
July 1 – September 30, 2026	October 30, 2026
October 1 – December 31, 2026	January 31, 2027

### Additional Information

Reporting requirements and guidelines are subject to change, and CPUC or the Commission may define additional requirements on CPUC's [website](#).





# South Tahoe Public Utility District

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
David Peterson  
Kelly Sheehan  
Nick Exline

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

## BOARD AGENDA ITEM 6d

**TO:** Board of Directors

**FROM:** Ryan Lee, Manager of Customer Service

**MEETING DATE:** February 16, 2023

**ITEM – PROJECT NAME:** Liability Claim Against South Tahoe Public Utility District  
Received from Scott Gabler

**REQUESTED BOARD ACTION:** Accept Claim against South Tahoe Public Utility District for losses allegedly sustained by Scott Gabler in the amount of \$20,679.84, reject the Claim as to the balance and request the Joint Powers Insurance Authority (JPIA) to resolve the Claim.

**DISCUSSION:** The Claimant, Scott Gabler, filed a Claim against the District for alleged damages related to a leak in his water service line. Mr. Gabler initially contacted the District in 2019 and District field staff believed the leak to be spring water at that time. The District was contacted again in July 2022 and staff was able to obtain a chlorine residual and determined that there was a leak in the District's water service line to Mr. Gabler's property. Mr. Gabler's claim alleges that the ongoing leak caused damage to his driveway and that the District's repair of the leak caused damage to his existing retaining wall. The JPIA has reviewed the claim and resolved the damages to the driveway in the amount of \$20,679.84. The JPIA hired EFI Global to assess the alleged damage to the retaining wall caused by the leak and subsequent leak repair. EFI Global issued a report concluding that there was no evidence of damage to the wall related to the water leak at the time of inspection, but that they cannot rule out future related damage to the wall based on Mr. Gabler's claim that he allegedly witnessed improper compaction and damage to the drainage system behind the wall during the District's leak repair.

The District can reject a Claim, allow a Claim, reject or allow a Claim in part, or compromise a Claim. The District did not take action on the Claim within the initial forty-five day timeframe, as a result, the Claim was deemed rejected on the last day of that period. Once the Claim is deemed rejected, the Claimants may file a lawsuit. As written notice has not given that the Claim was rejected or deemed rejected, a two-year statute of limitations currently applies to the Claim. In contrast, if the District now rejects



the Claim and provides a notice of rejection, then a shorter six-month statute of limitations period applies in which to file a lawsuit.

Staff recommends that the District allow the Claim for damages to the Claimant's driveway in the amount of \$20,679.84, reject the Claim as to the balance on the basis of the EFI Global assessment and JPIA's recommendation, and request the JPIA to resolve the Claim.

A Closed Session Item has been included on this Agenda for the Board to discuss the merits of this claim.

**SCHEDULE:** Upon Board Recommendations

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** Gabler Claim for Damages, EFI Global Report

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**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Water

**GENERAL MANAGER:** YES RL NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES AA NO \_\_\_\_\_

# Claim Form

(A claim shall be presented by the claimant or by a person acting on his behalf.)

<b>NAME OF DISTRICT:</b> South Tahoe Public Utility District									
<b>1</b>	<p>Claimant name, address (mailing address if different), phone number, social security number, e-mail address, and date of birth.  <i>Effective January 1, 2010, the Medicare Secondary Payer Act (Federal Law) requires the District/Agency to report all claims involving payments for bodily injury and/or medical treatments to Medicare. As such, if you are seeking medical damages, we <b>MUST</b> have both your Social Security Number and your date of birth.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Name: Scott Gabler</td> <td style="width: 50%; padding: 2px;">Phone Number: [REDACTED]</td> </tr> <tr> <td style="padding: 2px;">Address(es): [REDACTED]</td> <td style="padding: 2px;">Social Security No.:</td> </tr> <tr> <td></td> <td style="padding: 2px;">Date of Birth:</td> </tr> <tr> <td></td> <td style="padding: 2px;">E-mail: [REDACTED]</td> </tr> </table>	Name: Scott Gabler	Phone Number: [REDACTED]	Address(es): [REDACTED]	Social Security No.:		Date of Birth:		E-mail: [REDACTED]
Name: Scott Gabler	Phone Number: [REDACTED]								
Address(es): [REDACTED]	Social Security No.:								
	Date of Birth:								
	E-mail: [REDACTED]								
<b>2</b>	<p>List name, address, and phone number of any witnesses.</p> <p>Name: Sarah Maurer</p> <p>Address: [REDACTED]</p> <p>Phone Number: [REDACTED]</p>								
<b>3</b>	<p>List the <b>date, time, place, and other circumstances</b> of the occurrence or transaction, which gave rise to the claim asserted.</p> <p>Date: _____ Time: _____ Place: _____</p> <p>Tell What Happened (give complete information):</p> <p>STPUD was made aware of an apparent leak causing flooding and damage to my driveway in August 2019. I requested that the leak be investigated and repaired at that time. STPUD engineering and other representatives came to the site and viewed the leak and resulting damage. I was told that the leak was not caused by STPUD. No repair was made. The damage has continued to get substantially worse due to the leak not being addressed. STPUD was again called to investigate the leak in July of 2022. STPUD representatives have now tested the leak water several times in the last month and determined that it is utility water.</p> <p style="text-align: center;"><b>NOTE: Attach any photographs you may have regarding this claim.</b></p>								
<b>4</b>	<p>Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.</p> <p>My driveway has been destroyed by the unrepaired leak that has been ongoing for more than 3 years since I brought it to STPUD's attention. This has resulted in damage to my real property, damage to my personal property, loss of use of real property, regular work to attempt to mitigate the ongoing damage, and other losses and damages. I also suspect that structural damage was caused to my retaining wall or may result from repair activity.</p>								
<b>5</b>	<p>Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.</p> <p>Trevor in engineering, Jason Brand, Gareth, and others were present at various meetings at my property in 2019. In the last month, I have met with a field technician named Jason, and later with Chris Stanley about the leak.</p>								
<b>6</b>	<p>The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.</p> <p>Not sure if this is a limited or unlimited civil case as the full damages and costs are not yet computed or known.</p>								
<p>Date: 8/23/22      Time: 1900      Signature: <i>Scott Gabler</i></p>									
<b>ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!</b>									



## ASSIGNMENT

The assignment was received by EFI Global, Inc. (EFI) on October 18, 2022, from Kathleen Conway with Sedgwick on behalf of ACWA Joint Powers Insurance Authority. The scope of this assignment was to evaluate damage to the claimant's retaining wall that resulted from a leak in the insured's water supply line and resulting repair. In response to this request, Dan Zachreson, P.E., (EFI) visited the site on October 27, 2022. Scott, the claimant, and owner of the property at [REDACTED] [REDACTED] [REDACTED] [REDACTED] was present at our site visit and provided access to the property and background information.

EFI has completed an engineering examination at the subject property located at the above loss location. EFI's findings, analysis, and conclusions are included herein. This report contains a discussion of the information gathered during the assessment and an analysis and conclusions with respect to the condition of the subject property at the time of EFI's assessment. The conclusions contained herein are based on information available to date.

## METHODOLOGY

The collection and analysis of information for this project followed an application of engineering principles to the investigation analysis.

The procedures followed included:

1. Background information was obtained from the claimant.
2. Onsite observations were made and documented with digital photographs, a representative selection of which is included in Appendix A.
3. Historical images using Google Street View were reviewed.
4. The information and data collected was analyzed, and conclusions were developed based on our engineering experience with similar projects in the vicinity of the subject property and accepted engineering principles relied upon by reputable members of the industry.

## BACKGROUND

Publicly available online data<sup>1</sup> indicated that the residence was constructed in 1981 and was last sold in June 2018.

The following information was gathered during the site visit and through an interview of the claimant:

- The claimant purchased the residence in 2018 and noticed water coming from the ground near the south end of the subject retaining wall about the same time that he purchased the residence.
- The water flow was estimated at 50 gallons per hour based on claimant's tests on timing how long it would take to fill a container of known volume.
- The water flow was reported to the South Tahoe Public Utility District not too long after it was noticed. For years the utility district thought the water was from a natural spring.
- A leak in the water supply line below the wall was discovered a few months prior to the EFI site visit approximately at the time of the reported date of loss.

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<sup>1</sup> <https://assr.parcelquest.com/>

- Because the location of the leak was below the retaining wall, the leaking pipe segment was abandoned, and new pipe routed below the street. The installation of the new pipe required excavating below the claimant's retaining wall to attach the new water service pipe to the claimant's water meter.
- Prior to the installation of the new pipe, the claimant discussed with the insured, methods of excavation that would avoid excavation within a 1:1 slope of the bearing soil extending from the retaining wall footing or disturbing the drain system at the heel side of the wall. A satisfactory approach was agreed upon, but the actual excavation did not comply with the agreed methods.
- The claimant observed excavation at a vertical slope at the toe side of the retaining wall footing and then witnessed inadequate compaction of the backfill soil along the footing.
- The claimant also observed removal of some of the geofabric from the retaining wall drain system, disturbance of the drain gravel and replacement of disturbed, clean gravel with aggregate road base material.
- The claimant expressed concern that undermining of the retaining wall footing from the pipe leak and subsequent repairs combined with inadequate compaction of the backfill soil will result in future damage to the wall.
- The claimant was also concerned that damage to the retaining wall drain system will also result in future damage to the retaining wall.
- The claimant reported that he had photos and video of the excavation below the retaining wall footing and damage to the drain system behind the wall and that he would email the photos/video to EFI. No photos or videos have been received from the claimant as of the date of this report.

## **BUILDING SYSTEM DESCRIPTION**

The subject retaining wall was a concrete, cantilever retaining wall with a stone façade. The height of the wall was approximately 48 inches with a moderate slope in the grade on the heel side of the wall. There was a drain outlet at the base of the south end of the retaining wall. The wall was located along the east edge of the residential driveway.

## **SITE OBSERVATIONS**

Observations were limited to visual examinations and measurements of accessible portions of the subject property. Removal of finish materials, qualitative testing, excavation, or other work not specifically described herein was not conducted.

Observations were photographed to document distress and relevant conditions at the subject property on the date of the site visit. Not all damage or distress that may be present was necessarily observed or photographed; however, the selected photographs provide an indication of their types, severity, and distribution. They may also document unusual or contributing conditions that may exist. Photographs captured to document findings and observations are attached to this report. During this investigation, the following observations were made:

### **EXTERIOR SITE OBSERVATIONS:**

- Retaining wall, approximately four feet tall, along the entire east side of the claimant's driveway with driveway repairs/replacement in progress. (Photo 1)
- No cracks in the subject retaining wall consistent with wall deflection and no expansion joints in the wall. (Photos 2 – 5)

- Drain outlet at the south end of the wall. (Photo 5)
- Evidence of recent excavation behind the wall, approximately 10 feet north of the drain outlet. (Photos 5, 7)
- Mortar joint cracks in the neighbor's retaining wall near the interface with the south end of the claimant's wall. (Photos 6, 8 – 12)

#### **GOOGLE STREET VIEW OBSERVATIONS:**

- The retaining wall crack in the neighbor's wall was observed in a Google Street View image dated June 2012. (Photo 13)

## **DISCUSSION AND ANALYSIS**

At the time of the EFI site visit, the subject retaining wall did not evidence crack formations or other indications of deflection/movement of the wall that would occur from supportive soil movement below the wall footing or overloading of the wall from saturation of the soil behind the wall.

The claimant was concerned that the wall would be damaged from movement of the footing related to supportive soil movement and/or overloading of the wall from hydrostatic pressure that would result from damage to the drain system. Supportive soil movement would occur if the soil below the retaining wall footing was disturbed from the pipe leak and/or excavation near or below the footing and the soil was not adequately compacted when replaced. Poorly compacted soil would be prone to consolidation over time. Hydrostatic pressure would develop behind the retaining wall when the soils retained by the wall become saturated. Soil saturation would result from precipitation, irrigation or other surface water that percolates into the soil at the heel side of the wall. Soil saturation would be most likely to occur during a heavy rain event in the spring when there would still be snow on the ground that would melt and contribute to the soil moisture along with the rain. The drain system constructed behind the wall was intended to prevent saturation of the soil. Damage to the drain system could compromise the ability of the system to mitigate soil saturation.

Any evidence of undermining of the footing or damage to the drain system was obscured by the backfill soil adjacent to the wall and repairs to the street. EFI did not observe any existing damage to the subject retaining wall caused by the insured's water utility pipe leak and subsequent repairs, but EFI cannot rule out that future damage may occur with the available information. If the wall drain system was indeed damaged and soil near to the retaining wall footing was disturbed and not sufficiently compacted during backfill, the wall may develop damage in the future related to these conditions. The claimant claimed that he had photographs and video of over-excavation near the wall footing and damage to the drain system. This documentation was requested at the time of the EFI site visit, but not received by the time this report was written.

There were cracks observed in the neighbor's retaining wall, south of the claimant's property where the claimant's wall joined the neighbor's wall at an angle. Neither wall contained expansion joints and the geometry of the walls were such that cracks from regular thermal expansion and contraction would most probably form at that location. The crack was visible in a Google Street View image dated June 2012 and therefore existed at the time the claimant purchased the property at [REDACTED] [REDACTED] [REDACTED] [REDACTED]. Roots from trees growing near the wall have also contributed to the crack formation. These wall cracks were located within the neighbor's retaining wall and not the claimant's wall. The general condition of the walls indicated that the construction of the claimant's wall

was more robust and thus more resistant to crack formation. The claimant's wall was a reinforced concrete structure with a stone façade, while the neighbor's wall was a stone and mortar wall.

## CONCLUSIONS

The analysis of available evidence related to this assignment supports the following opinions:

1. The claimant's retaining wall did not evidence damage caused by the insured's water supply pipe leak and subsequent repair at the time of the EFI site visit.
2. EFI cannot rule out the possibility of future, related damage to the wall if the claims of damage to the retaining wall drain system and undermining of the retaining wall footing were legitimate.

## ADDITIONAL WORK AND INFORMATION REQUESTED

No additional work by EFI is recommended at this time. If any further information becomes available, please forward that to EFI Global for additional analysis.

## APPENDICES

Representative photographs are included with this report. Additional photographs captured at the time of the inspection are available upon request.

- Appendix A – Photographs

## LIMITATIONS

The information presented in this report addresses the limited objectives related to the evaluation of this assignment. The opinions presented in this report have been made to a reasonable degree of scientific and engineering certainty based upon the information available at the time this report was authored. This report only describes the conditions present at the time of EFI's examination and is only based upon the observations made. This analysis was limited to the scope of work outlined in this report. This report is not intended to fully delineate or document every defect or deficiency throughout the subject property.

The opinions contained within this report are limited to the circumstances associated with this assignment, and are based on this author's education, experience, and training. Should additional information which relates to this evaluation become known, EFI reserves the right to alter the opinions contained in this report as necessary. In some cases, additional studies may be warranted to fully evaluate conditions noted.

This report is furnished as privileged and confidential to the addressee. Release to any other company, concern, or individual is solely the responsibility of the addressee. Any verbal statements made before, during, or after the course of the assignment were made as a courtesy only and are not considered a part of this report. This report is furnished as privileged and confidential to the addressee. Release to any other company, concern, or individual is solely the responsibility of the addressee. Any reuse of this report or the findings, conclusions, or recommendations presented herein without the express written consent of EFI is prohibited.

## **CLOSING**

EFI appreciates this opportunity to provide consulting services related to this matter. Please contact us should any questions arise concerning this report, or if we may be of further assistance.

## **ENGINEER STAMP**

This report has been transmitted electronically. If requested, a hard copy of the report with a “wet-stamp” can be provided. This report has been electronically signed and sealed by this author on the referenced date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.

It is a violation of law for any person to alter this document in any way, unless acting under the direction of a licensed professional engineer. If a document bearing the seal of an engineer is altered, the altering engineer shall affix to the document their seal and the notation "altered by" followed by their signature and the date of such alteration, and a specific description of the alteration.



Insured: South Tahoe Public Utility District  
EFI Global File No.: 024.08629

## **APPENDIX A**

### PHOTOGRAPHS

## *Photographs*



Photo 1: Overall view of the subject retaining wall to the right of the claimant's driveway.



Photo 2: Closer view of the subject retaining wall.

## *Photographs*



Photo 3: Another view of the subject retaining wall.



Photo 4: Another view of the subject retaining wall.

## Photographs



Photo 5: View of the retaining wall outlet drain (red arrow) in relation to the excavation behind the wall (yellow arrow).



Photo 6: Closer view of the retaining wall drain outlet. Note crack in neighbor's wall (arrow).

## Photographs



Photo 7: Area behind subject retaining wall that evidenced recent excavation.



Photo 8: Crack in the neighbor's retaining wall, near where it joins the claimant's wall.

## Photographs



Photo 9: Panned right from previous photograph. View of neighbor's retaining wall.



Photo 10: View of the area where the neighbor's retaining wall joins the claimant's retaining wall.

## ***Photographs***



Photo 11: Closer view of the crack in the neighbor's retaining wall.



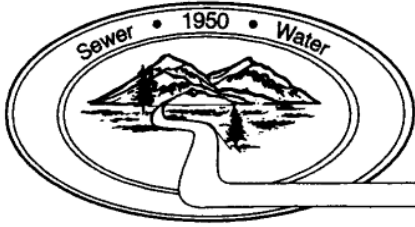
Photo 12: Panned up and right from the previous photograph. Crack in neighbor's retaining wall.

**Photographs**



Photo 13: Google Street View Image dated June 2012. Note wall crack is evident in image.





# South Tahoe Public Utility District

General Manager  
John Thiel

Directors  
Nick Haven  
Shane Romsos  
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## BOARD AGENDA ITEM 13a

**TO:** Board of Directors

**FROM:** Ryan Lee, Manager of Customer Service

**MEETING DATE:** February 16, 2023

**ITEM – PROJECT NAME:** Conference with Legal Counsel – Potential Litigation (one case)

**REQUESTED BOARD ACTION:** Direct Staff

**DISCUSSION:** Pursuant to Government Code Section 54956.9(d)(2) of the California Government code, Closed Session may be held for a conference with legal counsel (one case).

**SCHEDULE:** N/A

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** N/A

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** General

**GENERAL MANAGER:** YES Ch NO \_\_\_\_\_

**CHIEF FINANCIAL OFFICER:** YES AA NO \_\_\_\_\_

