



**SOUTH TAHOE PUBLIC UTILITY DISTRICT**  
**REGULAR BOARD MEETING AGENDA**  
Thursday, July 18, 2019 - 2:00 p.m.  
District Board Room  
1275 Meadow Crest Drive, South Lake Tahoe, California

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Randy Vogelgesang, President  
Chris Cefalu, Director

BOARD MEMBERS  
James R. Jones, Director

Kelly Sheehan, Vice President  
Nick Exline, Director

John Thiel, General Manager

Shannon Cotulla, Assistant General Manager

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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. **PRESENTATION:**
  - a. Award Government Finance Officers Certificate of Achievement of Excellence in Financial Reporting (President Vogelgesang)
7. **ITEMS FOR BOARD ACTION**
  - a. Larch Avenue Sewer Pipeline Emergency Repair  
(Julie Ryan, Engineering Department Manager)  
Continue or terminate emergency action to replace approximately 100 linear feet of sewer pipe on Larch Avenue near Sonora Avenue pursuant to Resolution No. 3114-19, depending on the status of the repair work.
  - b. 2018 Water and Sewer System Improvements Project  
(Julie Ryan, Engineering Department Manager)  
Approve Change Order No. 1 to Thomas Haen Company in the amount of \$152,413.04.

- c. Solar Energy and Economic Development Memorandum of Understanding (Shelly Thomsen, Public Affairs and Conservation Manager)  
Approve the Memorandum of Understanding between the District and The Sustainable Energy and Economic Development Fund, administered by Strategic Energy Innovations, and authorize staff and legal counsel to negotiate and incorporate final terms and conditions.
  - d. Approve Payment of Claims (Debbie Henderson, Accounting Manager)  
The Payment of Claims was not available when this Agenda was published due to the extended Fiscal Year invoice processing. It will be distributed prior to and at the July 18 Board Meeting.
8. **STANDING AND AD-HOC COMMITTEE REPORTS** (Discussions may take place; however, no action will be taken.)
9. **BOARD MEMBER REPORTS** (Discussions may take place; however, no action will be taken.)
10. **EL DORADO COUNTY WATER AGENCY PURVEYOR REPORT**
11. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)
- a. Staffing Update
  - b. Tahoe Resource Conservation District
  - c. Tahoe Regional Planning Agency Advisory Planning Commission
  - d. Tahoe Interagency Executives Steering Committee
12. **STAFF/ATTORNEY REPORTS** (Discussions may take place; however, no action will be taken.)
- a. Workers' Compensation Renewal (Nancy Hussmann, Human Resources Director)
  - b. Rate Increase Update (Tim Bledsoe, Customer Service Manager)
  - c. Public Affairs Update (Shelly Thomsen, Public Affairs/Conservation Manager)
13. **NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**
- Past Meetings/Events**
- 07/03/19 – 9:00 a.m. Special Board Meeting at the District  
07/15/19 – 3:30 p.m. Operations Committee Meeting at the District  
07/18/19 – 10:00 a.m. Ad-Hoc City Council Committee Meeting at the City  
07/18/19 – 1:00 p.m. Finance Committee Meeting at the District
- Future Meetings/Events**
- 08/01/19 - 2:00 p.m. Regular Board Meeting at the District
14. **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)/Conference with Legal Counsel regarding Significant Exposure to Litigation (one case).

**ADJOURNMENT** (The next Regular Board Meeting is Thursday, August 1, 2019, 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, July 18, 2019**

**ITEMS FOR CONSENT**

**a. TEMPORARY GRANTS ASSISTANT POSITION**

(Lynn Nolan, Grants Coordinator)

Approve Purchase Order for Blue Ribbon Personnel Services for a Temporary Grants Assistant in the estimated amount of \$32,000.

**b. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM REQUIRED PAY LISTING BY POSITION**

(Debbie Henderson, Accounting Manager)

Adopt Resolution No. 3115-19 which incorporates the Pay Listing by Position for the pay listing effective June 27, 2019.

**c. DIAMOND VALLEY DITCH SIPHON REHABILITATION**

(Trevor Coolidge, Associate Engineer and Jim Hilton, Water Reuse Manager)

Authorize staff to advertise for bids for the Diamond Valley Ditch Siphon Rehabilitation Project.

**d. 2019 HEAVENLY TANK IMPROVEMENTS PROJECT-SITE USE AGREEMENT**

(Brent Goligoski, Associate Engineer)

Approve the Site Use Agreement between The Vail Corporation and South Tahoe Public Utility District.

**e. TYLER NEW WORLD FINANCIAL SOFTWARE**

(Paul Hughes, Chief Financial Officer)

Approve an increase to Purchase Order No. 2018-34 for Tyler New World Financial Software in an amount not to exceed \$40,000.

**f. CALIFORNIA TAHOE ALLIANCE COST SHARING FOR STATE LOBBYING AND CONSULTING SERVICES**

(John Thiel, General Manager)

Approve proposed Scope of Work from Sierra Business Council for lobbying and consulting services in an amount not to exceed \$17,000.

**g. SPECIAL BOARD MEETING MINUTES: JULY 3, 2019**

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

Approve, July 3, 2019, Minutes

General Manager  
John Thiel

Directors  
Chris Cefalu  
James R. Jones  
Randy Vogelgesang  
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 4a

**TO:** Board of Directors  
**FROM:** Lynn Nolan, Grants Coordinator  
**MEETING DATE:** July 18, 2019  
**ITEM – PROJECT NAME:** Temporary Grants Assistant Position

**REQUESTED BOARD ACTION:** Approve Purchase Order for Blue Ribbon Personnel Services for a Temporary Grants Assistant in the estimated amount of \$32,000.

**DISCUSSION:** Due to an extremely heavy workload in applying for grant funds and managing current grant awards, staff requests that the Board authorize payment to Blue Ribbon Personnel Services for continued services of a Temporary Grant Assistant position from July 1, 2019, through June 30, 2020. This temporary position will assist the Grants Coordinator with seeking and applying for grant funding as well as managing current grant awards. This is a part-time position not to exceed 19 hours per week or a total of 999 hours in the fiscal year.

**SCHEDULE:** July 1, 2019, through June 30, 2020

**COSTS:** \$32,000

**ACCOUNT NO:** 2050-4405; 1050-4405

**BUDGETED AMOUNT AVAILABLE:** \$30,500

**ATTACHMENTS:** None

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer/Water

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

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



# South Tahoe Public Utility District

General Manager  
John Thiel

Directors  
Chris Cefalu  
James R. Jones  
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Nick Exline

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## BOARD AGENDA ITEM 4b

**TO:** Board of Directors  
**FROM:** Debbie Henderson, Accounting Manager  
**MEETING DATE:** July 18, 2019  
**ITEM – PROJECT NAME:** California Public Employees' Retirement System Required Pay Listing by Position

**REQUESTED BOARD ACTION:** Adopt Resolution No. 3115-19 which incorporates the Pay Listing by Position for the pay listing effective June 27, 2019.

**DISCUSSION:** California Public Employees' Retirement System (CalPERS) requires each revision of a combined salary schedule listing all positions at the District be formally adopted by the Board of Directors. The listing must be retained by the District and must be available for public inspection for not less than five (5) years. This revision addresses several position title changes as well as salary adjustments for the negotiated compensation study implementation and COLA effective June 27, 2019.

**SCHEDULE:** Post Pay Listing by Position effective June 27, 2019, on website following approval

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** Resolution No. 3115-19, Pay Listing by Position for effective date June 27, 2019

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** General

**GENERAL MANAGER:** YES SDC NO \_\_\_\_\_  
**CHIEF FINANCIAL OFFICER:** YES PH NO \_\_\_\_\_

1 RESOLUTION NO. 3115-19

2 A RESOLUTION BY THE BOARD OF DIRECTORS  
3 OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT FORMALLY  
4 ADOPTING PAY LISTING BY POSITION FOR THE  
5 EFFECTIVE DATE OF JUNE 27, 2019

6 WHEREAS, the Board of Directors of South Tahoe Public Utility District and the  
7 Board of Administration of California Public Employees' Retirement System entered into  
8 a Contract, effective June 19, 2003, and amended effective April 19, 2007, providing for  
9 the participation of said public agency in the California Public Employees' Retirement  
10 System; and,

11 WHEREAS, the Government Code and CCR, Title 2, Section 570.5 requires that  
12 one combined pay schedule, adopted by the Board of Directors, for every employee  
13 position, including the Board of Directors, be made available for public inspection and  
14 retained for not less than five years; and

15 WHEREAS, the South Tahoe Public Utility District Pay Listing by Position for the  
16 effective dates of June 27, 2019, is incorporated herein.

17 NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of South Tahoe  
18 Public Utility District hereby formally adopts the above-mentioned Pay Listing by Position  
19 for the effective date of June 27, 2019.

20 WE, THE UNDERSIGNED, do hereby certify that the above and foregoing  
21 Resolution was duly and regularly adopted and passed by the Board of Directors of the  
22 South Tahoe Public Utility District at a regular meeting held on the 18<sup>th</sup> day of July, 2019,  
23 by the following vote:

24 AYES:

25 NOES:

26 ABSENT:

27 \_\_\_\_\_  
Randy Vogelgesang, Board President  
28 South Tahoe Public Utility District

29 ATTEST: \_\_\_\_\_  
Melonie Guttry, Clerk of the Board  
30 South Tahoe Public Utility District

**SOUTH TAHOE PUBLIC UTILITY DISTRICT  
ANNUAL SALARY SCHEDULE  
EFFECTIVE JUNE 27, 2019**

	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
ACCOUNT CLERK I	\$ 45,969	\$ 58,670
ACCOUNT CLERK II	\$ 51,276	\$ 65,443
ACCOUNTING MANAGER	\$ 105,474	\$ 134,615
ACCOUNTING SUPERVISOR	\$ 73,625	\$ 93,966
ACCOUNTING TECH I	\$ 55,074	\$ 70,289
ACCT TECH II/GRANT ASST	\$ 60,581	\$ 77,318
ADMINISTRATIVE ASST	\$ 53,776	\$ 68,633
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 53,776	\$ 68,633
ASSET MANAGEMENT ANALYST I	\$ 60,879	\$ 77,699
ASSET MANAGEMENT ANALYST II	\$ 81,584	\$ 104,124
ASSOCIATE ENGINEER	\$ 94,556	\$ 120,680
ASST GENERAL MANAGER	\$ 166,162	\$ 212,069
BOARD OF DIRECTOR	\$ 4,800	\$ 4,800
CHIEF FINANCIAL OFFICER	\$ 144,378	\$ 184,266
CHIEF PLANT OPERATOR	\$ 95,409	\$ 121,769
CONTRACT ADMINISTRATOR	\$ 57,814	\$ 73,787
CUSTOMER SERVICE MANAGER	\$ 104,150	\$ 132,925
CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
CUSTOMER SERVICE SPECIALIST	\$ 57,493	\$ 73,377
CUSTOMER SERVICE SUPERVISOR	\$ 73,625	\$ 93,966
ELECTRICAL/INSTR SUPERVISOR	\$ 88,769	\$ 113,294
ELECTRICAL/INSTR TECH I	\$ 65,179	\$ 83,187
ELECTRICAL/INSTR TECH II	\$ 76,021	\$ 97,024
ENG/CAD/GIS SPECIALIST I	\$ 60,879	\$ 77,699
ENG/CAD/GIS SPECIALIST II	\$ 81,584	\$ 104,124
ENGINEERING DEPT MANAGER	\$ 144,967	\$ 185,019
ENGINEERING TECH I	\$ 69,868	\$ 89,171
ENGINEERING TECH II	\$ 80,372	\$ 102,578
EXECUTIVE SERVICES MANAGER	\$ 95,557	\$ 121,958
GENERAL MANAGER	\$ 185,410	\$ 236,635
GRANT COORDINATOR	\$ 79,895	\$ 101,969
HR ANALYST	\$ 68,208	\$ 87,052
HR COORDINATOR	\$ 53,776	\$ 68,633
HUMAN RESOURCES DIRECTOR	\$ 113,237	\$ 144,523
HYDROGEOLOGIST	\$ 108,691	\$ 138,720
INFO TECHNOLOGY MANAGER	\$ 111,102	\$ 141,798
INSPECTIONS SUPERVISOR	\$ 79,616	\$ 101,612



**SOUTH TAHOE PUBLIC UTILITY DISTRICT  
ANNUAL SALARY SCHEDULE  
EFFECTIVE JUNE 27, 2019**

	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
INSPECTOR I	\$ 55,968	\$ 71,431
INSPECTOR II	\$ 65,963	\$ 84,188
IT SYSTEMS SPECIALIST I	\$ 59,109	\$ 75,439
IT SYSTEMS SPECIALIST II	\$ 69,303	\$ 88,451
LAB ASST	\$ 49,631	\$ 63,343
LAB DIRECTOR	\$ 101,172	\$ 129,124
LAB TECH I	\$ 61,845	\$ 78,932
LAB TECH II	\$ 72,688	\$ 92,770
LT CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
LT CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
LT METER SERVICE TECH	\$ 55,968	\$ 71,431
LT STAFF ENGINEER I	\$ 69,860	\$ 89,161
LT WATER METER INSTALL COORD	\$ 59,388	\$ 75,795
MAINT MECHANIC I	\$ 53,785	\$ 68,645
MAINT MECHANIC II	\$ 63,325	\$ 80,820
MAINTENANCE SUPERVISOR	\$ 90,227	\$ 115,154
MANAGER OF FIELD OPERATIONS	\$ 120,693	\$ 154,038
MANAGER OF PLANT OPERATIONS	\$ 120,172	\$ 153,373
NETWORK/TEL SYS ADMIN I	\$ 78,232	\$ 99,846
NETWORK/TEL SYS ADMIN II	\$ 83,933	\$ 107,122
OPERATIONS SUPERVISOR	\$ 79,669	\$ 101,681
PART TIME PERMANENT I	\$ 11,988	\$ 15,300
PART TIME PERMANENT II	\$ 16,670	\$ 21,276
PLANT OPERATOR I	\$ 54,452	\$ 69,496
PLANT OPERATOR III	\$ 68,829	\$ 87,845
PRINCIPAL ENGINEER	\$ 125,700	\$ 160,429
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 96,807	\$ 123,553
PUMP STATION LEAD	\$ 74,677	\$ 95,309
PUMP STATION OPERATOR I	\$ 53,515	\$ 68,300
PUMP STATION OPERATOR II	\$ 65,496	\$ 83,591
PUMP STATION SUPERVISOR	\$ 88,769	\$ 113,294
PURCHASING AGENT	\$ 95,557	\$ 121,958
SEASONAL	\$ 16,670	\$ 21,276
SENIOR CUSTOMER SERVICE REP	\$ 57,493	\$ 73,377
SENIOR ENGINEER	\$ 108,691	\$ 138,720
SHIPPING AND RECEIVING CLERK	\$ 53,523	\$ 68,310
STAFF ENGINEER I	\$ 69,860	\$ 89,161
STAFF ENGINEER II	\$ 80,372	\$ 102,578

**SOUTH TAHOE PUBLIC UTILITY DISTRICT  
ANNUAL SALARY SCHEDULE**

**EFFECTIVE JUNE 27, 2019**

	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
STUDENT HELPER	\$ 11,988	\$ 15,300
UNDERGROUND REPAIR SEWER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR SEWER II	\$ 56,937	\$ 72,668
UNDERGROUND REPAIR SEWER LEAD	\$ 65,119	\$ 83,110
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 83,431	\$ 106,481
UNDERGROUND REPAIR WATER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR WATER II	\$ 56,937	\$ 72,668
UNDERGROUND REPAIR WATER LEAD	\$ 65,119	\$ 83,110
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 83,431	\$ 106,481
UTILITY PERSON I	\$ 41,928	\$ 53,512
UTILITY PERSON II	\$ 49,876	\$ 63,656
VEHICLE/HVY EQUIP MECH I	\$ 53,785	\$ 68,645
VEHICLE/HVY EQUIP MECH II	\$ 63,325	\$ 80,820
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 83,431	\$ 106,481
WATER CONSERVATION SPECIALIST	\$ 64,388	\$ 82,177
WATER REUSE LEAD	\$ 65,119	\$ 83,110
WATER REUSE MANAGER	\$ 108,691	\$ 138,720
WATER REUSE WORKER I	\$ 46,094	\$ 58,829
WATER REUSE WORKER II	\$ 56,937	\$ 72,668
WATER SERVICE REP	\$ 65,119	\$ 83,110

General Manager  
John Thiel

Directors  
Chris Cefalu  
James R. Jones  
Randy Vogelgesang  
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Nick Exline



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## BOARD AGENDA ITEM 4c

**TO:** Board of Directors

**FROM:** Trevor Coolidge, Associate Engineer  
Jim Hilton, Water Reuse Manager

**MEETING DATE:** July 18, 2019

**ITEM – PROJECT NAME:** Diamond Valley Ditch Siphon Rehabilitation

**REQUESTED BOARD ACTION:** Authorize staff to advertise for bids for the Diamond Valley Ditch Siphon Rehabilitation Project.

**DISCUSSION:** The District delivers irrigation water via the Diamond Valley Ditch in Alpine County to fulfill water delivery agreements and export treated effluent from Harvey Place Reservoir. The Diamond Valley Ditch relies on an inverted siphon to transport water across Diamond Valley under Indian Creek. The inverted siphon consists of two pipes; one that is more than 50 years old that has been taken offline following a leak, and a second pipe installed in 1987 that remains in service. Due to the critical nature of the Diamond Valley Ranch water delivery system, rehabilitation of the older 24-inch diameter steel pipeline is needed to provide a backup for distribution and water reuse.

Staff has evaluated rehabilitation options, including slip lining, cured-in-place pipe lining (CIPP), and cut-and-cover replacement of the 24-inch line. CIPP represents the fastest and most cost effective option due to the anticipated useful life (50 years), ease of permitting (no permits required), and level of conveyance maintained (minimal reduction in pipe size). The CIPP work is anticipated to be completed in October 2019 in advance of the 2020 irrigation season. The Engineer's Estimate to line 800 linear feet of 24-inch pipe is \$265,000. The estimate reflects a CIPP lining that does not result in the release of styrene during curing and is capable of handling 45 pounds per square inch of pressure as the inverted siphon passes under Indian Creek; pricing is based on similar projects in El Dorado County.

Staff recommends that the Board authorize staff to advertise for the Diamond Valley Ditch Siphon Rehabilitation Project.

This item has been reviewed by the District's Purchasing Agent.

**SCHEDULE:** As soon as possible

**COSTS:** \$265,000 (estimate)

**ACCOUNT NO:** 1030-8086

**BUDGETED AMOUNT AVAILABLE:** \$180,000

**ATTACHMENTS:** N/A

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**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer

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

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

General Manager  
John Thiel

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## BOARD AGENDA ITEM 4d

**TO:** Board of Directors  
**FROM:** Brent Goligoski, Associate Engineer  
**MEETING DATE:** July 18, 2019  
**ITEM – PROJECT NAME:** 2019 Heavenly Tank Improvements Project-Site Use Agreement

**REQUESTED BOARD ACTION:** Approve the Site Use Agreement between The Vail Corporation and South Tahoe Public Utility District.

**DISCUSSION:** The Board approved the award of the 2019 Heavenly Tank Improvements Project at the June 6, 2019, Board meeting. The District's existing easement allows for work at the tank site; however, due to the limited space at the tank site for staging of materials and equipment, District staff has pursued a Site Use Agreement with The Vail Corporation for the following:

- Use of a portion the California Lodge lower parking lot for staging
- Access to on-mountain roads for travel to the Heavenly Tank
- Access to power supply near the Heavenly Tank

Per the attached Site Use Agreement, the Site Use Fee has been waived. However, there is a section in the Agreement that allows for reimbursement of any costs incurred by The Vail Corporation related to the permitted use. Any costs incurred by the District will be passed on to the contractor.

**SCHEDULE:** Upon Board approval

**COSTS:** None expected

**ACCOUNT NO:** 2030-8930

**BUDGETED AMOUNT AVAILABLE:** <\$148,255>

**ATTACHMENTS:** Site Use Agreement and Map of Designated Storage Area

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer/Water

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

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

## SITE USE AGREEMENT

This Site Use Agreement (“**Agreement**”) is made on July 18, 2019, (“**Effective Date**”) between The Vail Corporation, a Colorado corporation (“**Company**”) and the company or organization whose information appears on **Exhibit A** (“**Permittee**”).

### BACKGROUND

- A. Company and/or its affiliates own or operate certain ski resorts and lodging properties throughout the United States and Canada (each, a “**Resort**”).
- B. Permittee desires to access certain portions of property located at the Resort (the “**Premises**”) as more particularly set forth on **Exhibit A**.

### AGREEMENT

The parties agree:

1. **SCOPE OF USE.** Permittee may access the Premises solely for the purposes described on **Exhibit A** (“**Permitted Use**”). Permittee, with Company’s prior written approval, may erect certain temporary structures as necessary or desirable in connection with the Permitted Use. The Permitted Use is limited to the Premises and does not include any other property owned or operated by Company without Company’s prior written consent. Permittee is specifically prohibited from selling or serving beer, wine or spirituous liquors, unless Permittee has separately contracted with Company food and beverage services. If applicable, Company or its affiliate will be responsible for providing, serving, dispensing, selling or otherwise distributing all alcoholic beverages on the Premises and will be responsible for controlling the Premises in accordance with applicable liquor laws.
2. **PERMITTEE’S OBLIGATIONS.**
  - 2.1. In connection with the Permitted Use, Permittee will use its best efforts to ensure the Premises are maintained in a clean and presentable condition acceptable to Company and the Permitted Use will not interfere in any manner with Company’s use of the Premises. Permittee will comply with all Company instructions with respect to the Permitted Use and will use its best efforts to (i) avoid damage to vegetation and landscaping; and (ii) maintain adequate control of erosion, runoff and drainage. Permittee will not cause or allow disruption of or interference with pedestrian or vehicular traffic within the Premises or the Resort without Company’s prior written approval.
  - 2.2. Permittee understands and acknowledges that hazardous substances are not allowed to be brought onto or discharged at the Premises by Permittee or any other party entering the Premises in connection with the Permitted Use. If any hazardous substances (including without limitation petroleum products) are brought onto or discharged at the Premises in violation of this Section, Permittee will be solely responsible for all clean-up and remediation in accordance with all applicable laws and regulations, including without limitation, environmental laws and regulations. The Permittee will immediately notify the Company if any hazardous substances are brought onto or discharged at the Premises, and will indemnify and defend Company against all claims resulting from the same.

3. **SITE USE FEE; PAYMENT.** Unless otherwise agreed to in writing by the parties, Permittee is responsible for all costs associated with the Permitted Use. Upon execution of this Agreement, Permittee will pay the site use fee (the “**Site Use Fee**”) set forth on **Exhibit A**, if any. If Company incurs any costs related to the Permitted Use, Company will submit an invoice to Permittee, and Permittee will pay the invoice upon receipt. Any invoice not paid when due will accrue interest at the rate of 18% per annum from the date of invoice until the account is paid in full. Permittee will pay all costs and expenses Company may incur in connection with the collection of Permittee’s delinquent account including reasonable attorneys’ fees, court costs and agency fees.

4. **INTELLECTUAL PROPERTY.** Company’s trademarks, names, logos and other intellectual property (collectively, the “**Company IP**”) are the sole property of Company or its subsidiaries and affiliates and, except as specifically authorized by this Agreement, Permittee does not have any right, title or interest in any of the Company IP. Permittee acknowledges that (i) all of the Company IP have great value and good will; and (ii) if Permittee breaches this Section, injury to Company would be irreparable and injunctive relief to protect Company’s interests would be appropriate, without limiting Company’s other remedies allowed by law. Permittee will not use any Company IP without obtaining prior written permission from Company. Any Company trademarks used by Permittee must be accompanied by adequate notification of Company’s ownership including proper usage of the <sup>TM</sup> and/or the ® symbols, as appropriate.

5. **INSURANCE.**

5.1. Permittee will carry and maintain, at its sole cost, the following insurance policies with insurance companies with an AM Best Rating of no less than A- VII and on forms satisfactory to Company:

- (i) Commercial general liability insurance in an occurrence format in an amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering liability arising out of premises operations, personal and advertising injury, products-completed operations, contractual liability and independent contractors. This policy must not contain any participant or spectator exclusions.
- (ii) if the Permitted Use requires Permittee’s use of a vehicle other than in a parking lot, commercial or comprehensive auto liability insurance with a limit of insurance no less than \$1,000,000 combined single limit each accident for bodily injury and property damage covering “any auto” whether owned, non-owned, scheduled, leased or hired. (iii) Workers’ Compensation insurance if required by applicable law.

5.2. Permittee’s insurance required by subsections (i) and (ii) will be primary and noncontributory to any insurance held by Company and its affiliates and, except for Workers’ Compensation, the policies will include a waiver of subrogation and will name Company and the Forest Service, if applicable, as additional insured. Permittee will (i) provide Company with certificates of insurance evidencing the policies listed above upon execution of this Agreement; and (ii) provide Company with a copy of any carrier notice of cancellation or notice of material changes to policy conditions within five business days after the notice is received.

6. **SUBCONTRACTORS.** If Permittee engages any subcontractors in connection with this Agreement, Permittee will contractually obligate those subcontractors to comply with the terms of this Agreement.
7. **INDEMNIFICATION.** Permittee will defend and indemnify Company, each of its affiliated entities, and their respective employees, officers, directors, owners, agents and assignees and each of their successors-in-interest (each, an “**Indemnified Party**”) from all losses, damages or liabilities in any way arising from Permittee or its subcontractors’ use of the Premises or their acts or omissions. Permittee releases and will indemnify each Indemnified Party from liability for any injuries and losses to Permittee or its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest in any way arising from this Agreement except to the extent arising from an Indemnified Party’s gross negligence or willful misconduct. Upon notice from an Indemnified Party claiming indemnity for a claim or threatened claim, and upon Company’s written request, Permittee will assume defense of the claim and retain counsel reasonably satisfactory to Indemnified Party. Indemnified Party will cooperate as reasonably requested in the defense and any costs and expenses incurred by Indemnified Party will be reimbursed by Permittee. Permittee will have the sole authority to settle any indemnified claim; provided, however, that Permittee will first obtain written consent from Company for any settlement that requires an Indemnified Party to pay any money, or take, or refrain from taking, any action. Company may participate in the defense of any indemnified claim with counsel of its choice, at its own expense. If Permittee does not assume defense of the claim, Indemnified Party may retain counsel of its choice at Permittee’s expense and Indemnified Party will have control over the defense and authority to resolve the claim. This Section will survive any termination or expiration of this Agreement.
8. **LICENSES, APPROVALS AND PERMITS.** Unless otherwise agreed in writing by the parties, Permittee must obtain, at its own cost, all licenses or permits that may be required in connection with the Permitted Use. If the Permitted Use is related to a construction project, the Permittee will secure and provide copies to Company of all licenses, permits and approvals required by law or any governmental or regulatory agencies applicable to the Permitted Use in connection with the construction project. Such licenses, permits and approvals will be in the form and substance reasonably satisfactory to Company. Any violation of this Section will be grounds for immediate termination of this Agreement.
9. **TERM; TERMINATION.** This Agreement starts on the Effective Date and will expire at the conclusion of the Permitted Use as set forth on **Exhibit A** (the “**Term**”). Company may terminate this Agreement for any reason by providing seven days’ prior written notice to Permittee. At the end of the Term or upon termination of this Agreement for any reason, Permittee will vacate the Premises. At the end of the Term, at the direction of Company, Permittee will, at its expense, take all action necessary to return the Premises to the condition it was in at the start of the Permitted Use.
10. **EQUIPMENT.** Permittee may use its own equipment in connection with the Permitted Use; provided, that Permittee will bear the burden of all misuse or wear and tear and risks of loss or damage to its equipment used in connection with this Agreement or brought onto the Premises for any purpose.



## 11. GENERAL PROVISIONS.

11.1. Publicity. Permittee may not issue a press release or make a public statement concerning this Agreement or its subject matter without the prior written approval of Company's Vice President of Communications.

11.2. Compliance with Law. Permittee will comply with all applicable laws, ordinances, rules and regulations applicable to the Permitted Use and will comply with all Resort policies in effect during the Term. Without limitation on the foregoing, Permittee specifically agrees that Permittee will be solely responsible for complying with the Occupational Safety and Health Act, and any similar federal, state or local laws, rules and regulations pertaining to workplace safety.

11.3. Authority. Each party warrants that (i) it has the authority to enter into and perform this Agreement; and (ii) execution or performance of this Agreement does not breach any other agreement.

11.4. Force Majeure. Neither party will be deemed to be in default for any delay or failure to perform any of its obligations under this Agreement to the extent that the delay or failure to perform results directly from an occurrence that is not reasonably foreseeable, caused by, or under the control of, the performing party, and occurs despite reasonable efforts to prevent, avoid, delay or mitigate the effect of that occurrence, including (i) acts of God, fire, flood, explosion or extraordinary and destructive weather conditions directly affecting the performing party; (ii) injunctions; (iii) restraint or acts of domestic government; or (iv) terrorism, war, sabotage, vandalism, accident, civil disorder or riots occurring within the United States or directly affecting the performing party.

11.5. Governing Law; Jurisdiction and Venue. This Agreement, and all claims that arise out of or relate to this Agreement, will be governed by the laws of the State where the applicable Resort is located, including its statutes of limitations, without regard to conflicts of laws principles. Exclusive jurisdiction and venue for any legal action under this Agreement is the State District Court or the U.S. District Court in whose county or district the Resort is located.

11.6. Jury Waiver. The parties waive their rights to trial by jury in any legal action under this Agreement.

11.7. Remedies Cumulative. The rights and remedies in this Agreement are cumulative and are in addition to all rights and remedies available under law (unless waived in this Agreement). By exercising any right or remedy a party does not waive any other available right or remedy.

11.8. Severability. If any provision of this Agreement is deemed to be illegal, invalid, or unenforceable, that provision will be excluded to the extent of the invalidity or unenforceability, and all other provisions will remain in full force and effect. To the extent permitted, the invalid or unenforceable provision will be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable provision.

11.9. Attorneys' Fees. If a party substantially prevails in any legal action under this Agreement the non-substantially prevailing party must pay the reasonable attorneys' fees, experts' fees, costs and expenses of the substantially prevailing party.

11.10. Notices. All notices under this Agreement will be in writing and delivered to the notice address below: (i) by registered, express, or certified mail; (ii) by courier or messenger service; or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date received or, if acceptance is refused, the date of attempted delivery. Either party may change its notice address by following the requirements in this Section.

If to Company: the applicable Resort as listed on **Exhibit A**

With a copy to: Vail Resorts Management Company  
Attn: Legal Dept., Box I-88  
390 Interlocken Crescent  
Broomfield, Colorado 80021  
E-mail: [legalnotices@vailresorts.com](mailto:legalnotices@vailresorts.com)

If to Permittee: See **Exhibit A**

11.11. Survival. The provisions of this Agreement that, by their nature, are intended to survive expiration or termination of this Agreement, including any indemnification or confidentiality obligations, will survive.

11.12. Amendment. The parties may alter this Agreement only by written amendment signed by the parties.

11.13. Further Assurances. If reasonably requested, each party will sign and deliver any document or take other action necessary to carry out the intent of or to perfect any of the rights granted in this Agreement.

11.14. Time of the Essence. Time is of the essence with regard to all dates and time periods in this Agreement.

11.15. Captions. The captions of each section are for reference only and do not affect the interpretation of this Agreement.

11.16. No Presumption Against Drafter. This Agreement expresses the mutual intent of the parties. Each party has had the opportunity to consult with counsel. Any rule of construction that ambiguities will be resolved against the drafting party does not apply.

11.17. Relationship of Parties. Nothing in this Agreement creates a partnership, joint venture, or similar relationship between the parties. Neither party may bind the other party or hold itself out as having authority to bind the other party.

11.18. Third-Party Beneficiary. This Agreement is for the sole benefit of the parties and their successors and permitted assigns, and no other person or entity has any right under this Agreement except to the extent identified in this Agreement.

11.19. Assignment; Successors. Permittee may not assign or delegate its rights or duties under this Agreement. This Agreement is binding on the successors and permitted assigns of either party.

11.20. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the subject matter described herein and supersedes all prior agreements, whether written or oral, relating to the same subject.

11.21. Counterparts. This Agreement may be executed in counterparts, which taken together form one agreement. Signatures provided by facsimile or other electronic methods are equivalent to original signatures.

The parties have executed this Agreement as of the Effective Date.

**THE VAIL CORPORATION**

*Heavenly Valley, Limited Partnership*

**PERMITTEE**

*South Tahoe Public Utility District*

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

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

Name: Mike Goar

Name: Randy Vogelgesang

Title: VP & COO

Title: Board President

**EXHIBIT A**  
Permitted Use; Site Fee

Permittee Contact Information		Company Contact Information	
Name:	South Tahoe Public Utility District		Heavenly Valley, Limited Partnership
Address:	1275 Meadow Crest Drive	Address:	224 Kingsbury Grade
	South Lake Tahoe, CA 96150		P.O. Box 2180 Stateline, NV 89449
Phone:	(530)543-6209	Phone:	(530)542-5193
Email:	Bgologoski@stpud.dst.ca.us	Email:	jgrant@vailresorts.com

**Dates of Permitted Use:** July 18, 2019 – November 30, 2019

**Permitted Use:** *Permittee shall be permitted access to California Lodge lower parking lot for storage of equipment, access to on-mountain roads for travel to water tank, and access to power supply near water tank. Permittee acknowledges that the Resort may perform repairs and maintenance on the California Lodge parking lot during the dates of Permitted Use, during which time Permittee may be unable to access certain areas of the California Lodge parking lot.*

**Premises Description:** *The Resort's California Lodge lower parking lot(see map for specific use area) and the on-mountain access road behind California Lodge to their water tank located near the top of First Ride chairlift.*

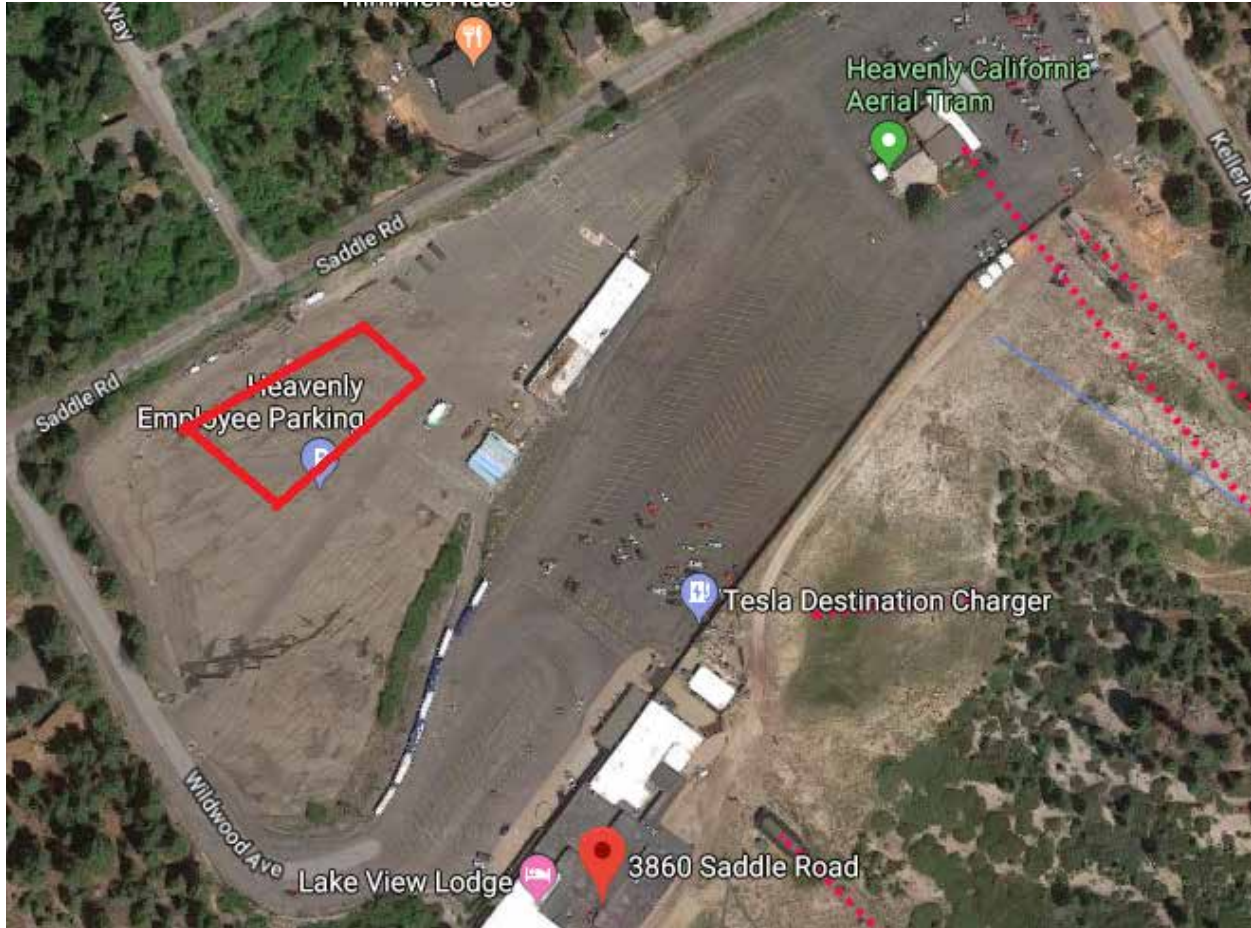
**Additional Restrictions or Instructions:**

1. *Permittee will need access to on-mountain roads and will need to read the on-mountain access procedures and complete the application with Heavenly Dispatch.*
2. *Permittee will need to check-in with Dispatch before entering and after exiting the mountain.*
3. *Permittee is requesting access to power through the Resort's snowmaking system. Permittee will need to meet with the manager of Heavenly's Snowmaking Department, about possible locations. If there are any alterations that need to be made to access the power, Permittee will need a professional electrician to make the alterations and restore the site to its original condition.*

Site Use Fee: *Waived*

Designated storage area for South Tahoe Public Utility District (in red)

3860 Saddle Rd South Lake Tahoe CA 96150





# South Tahoe Public Utility District

General Manager  
John Thiel

Directors  
Chris Cefalu  
James R. Jones  
Randy Vogelgesang  
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 4e

**TO:** Board of Directors  
**FROM:** Paul Hughes, Chief Financial Officer  
**MEETING DATE:** July 18, 2019  
**ITEM – PROJECT NAME:** Tyler New World Financial Software

**REQUESTED BOARD ACTION:** Approve an increase to Purchase Order No. 2018-34 for Tyler New World Financial Software in an amount not to exceed \$40,000.

**DISCUSSION:** On March 17, 2017, the Board approved the purchase of the Tyler New World Financial Software for \$318,000 to replace the 29 year old IFAS system which was unstable and no longer supported by the vendor. The transition has been lengthy and challenging but overall successful. The original purchase price included training and travel expenses for Tyler New World staff based in Michigan, but as the implementation progressed it was obvious that the District would benefit from, and require additional onsite training to facilitate the transition. Three additional onsite trainings and multiple remote trainings have occurred to assist with asset conversion, inventory conversion, purchase order processes, integrations with other District systems, and other miscellaneous topics associated with the financial management system. The additional training has not only provided knowledge associated with the financial system, but has provided general Tyler New World knowledge that will benefit the future conversions of utility billing, payroll and human resources.

District staff recommends approving an increase to Purchase Order No. 2018-34 for Tyler New World Financial Software in an amount not to exceed \$40,000.

**SCHEDULE:** N/A

**COSTS:** Not to exceed \$40,000

**ACCOUNT NO:** 1050-8769

**BUDGETED AMOUNT AVAILABLE:** \$306,000

**ATTACHMENTS:** N/A

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer/Water

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

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

General Manager  
John Thiel

Directors  
Chris Cefalu  
James R. Jones  
Randy Vogelgesang  
Kelly Sheehan  
Nick Exline



# South Tahoe Public Utility District

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## BOARD AGENDA ITEM 4f

**TO:** Board of Directors

**FROM:** John Thiel, General Manager

**MEETING DATE:** July 18, 2019

**ITEM – PROJECT NAME:** California Tahoe Alliance Cost Sharing for State Lobbying and Consulting Services

**REQUESTED BOARD ACTION:** Approve proposed Scope of Work from Sierra Business Council for lobbying and consulting services in an amount not to exceed \$17,000.

**DISCUSSION:** A coalition of agencies in the Lake Tahoe Basin have formed the California Tahoe Alliance (CTA) to share a Scope of Work with Sierra Business Council (SBC) and Houston Magnani and Associates as their subconsultant for lobbying, advocacy, and consulting services on a variety of state funds. The Alliance includes El Dorado and Placer Counties, North Tahoe Public Utility District (NTPUD), Tahoe City Public Utility District (TCPUD), Tahoe Resource Conservation District (TRCD), Tahoe Regional Planning Agency (TRPA), California Tahoe Conservancy (CTC), the Tahoe Fund, and the League to Save Lake Tahoe.

The Scope of Work includes meeting with state legislators to advocate for funding for the Tahoe Basin, influencing guidelines for funding from a variety of state agencies, and working with the CTA to advocate for proposed projects for funding. This would support funding needs for water quality and supply projects, projects for fire infrastructure, and environmental protection through sewer improvement projects.

The CTA has been successful in increasing the profile of the Tahoe Basin at the capital, educating state legislators on Tahoe issues, and forging relationships with legislators without previous connections to Tahoe. With Board approval, the District will continue this effective relationship with our regional partners. One of the biggest advantages of the CTA is that the partners are speaking with one Tahoe voice in Sacramento which really amplifies the message and shows that the CTA is working well together.

Upon Board approval, staff will work with counsel and SBC to complete a Master Services Agreement and Task Order not to exceed \$17,000 for the period of August 2019 through December 2020.

**SCHEDULE:** Services provided from August 2019 through December 2020

**COSTS:** Not to exceed \$17,000

**ACCOUNT NO:** 10.30.4405/20.30.4405

**BUDGETED AMOUNT AVAILABLE:** \$1,024,139

**ATTACHMENTS:** Sierra Business Council Scope of Work

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**CONCURRENCE WITH REQUESTED ACTION:** **CATEGORY:** Sewer/Water

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

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





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DATE: April 29, 2019

TO: South Tahoe Public Utility District (acting as a member of the California Tahoe Alliance)

FROM: Chris Mertens, Government Affairs Director, Sierra Business Council

RE: **Scope of Work for Sierra Business Council on Behalf of South Tahoe Public Utility District (acting as a member of the California Tahoe Alliance)**

### **1. Purpose & Overview**

The purpose of this document is to provide a Scope of Work for Sierra Business Council (SBC) and subcontractor Houston Magnani and Associates (HMA) on behalf of the South Tahoe Public Utility District (STPUD). SBC's contract will be with STPUD but SBC's activities will support the goals of the broader California Tahoe Alliance (CTA), of which STPUD is a member. SBC's activities will focus on securing funding for natural resource protection, water supply and water quality, and climate resilience priorities in the Lake Tahoe Basin through a future bond fund. The work will support the collective legislative advocacy of the CTA in Sacramento.

Based in Truckee, SBC is a non-profit network of more than 4,000 business, local government, and community partners working together to foster vibrant, livable communities in the Sierra Nevada. SBC's Government Affairs Department has over 10 years of experience engaging on state and federal policies affecting the Sierra Nevada region.

Formed in 1980, HMA is one of Sacramento's oldest and well-respected government relations and advocacy firms. Doug Houston is recognized statewide as one of the principal spokespersons for local and regional parks in the state. In his capacity as a lobbyist, Mr. Houston was the principal local parks advocate on Propositions 12, 40, and 68 resource bonds and has an intimate knowledge of the funding provisions contained in these acts.

### **2. Roles & Responsibilities**

SBC will be the primary contact for activities falling under this Scope of Work. SBC will serve as the liaison between CTA members (including STPUD) and HMA. SBC will be responsible for ongoing communications with HMA regarding CTA priorities, providing updates on progress to CTA, and working with HMA to fulfill any Fair Political Practices Commission reporting requirements.

### **3. Duration**



This Scope of Work will be effective through December, 2020. This term includes the 2019-20 Legislative Session and November 2020 general election.

#### **4. Scope of Work**

The Scope of Work is as follows:

- Build on the work to date of the CTA by advocating for state funding to support the Lake Tahoe Environmental Improvement Program (EIP), water quality and water supply projects, and climate resilience and adaptation projects in the Lake Tahoe Basin. Potential mechanisms to deliver this funding include: bonds, greenhouse gas reduction fund, special funds, general fund, and other sources.
- Provide regular updates to CTA members and/or subcommittees on progress toward meeting objectives.

#### **5. Personnel**

- Primary:
  - o Chris Mertens, Government Affairs Director, Sierra Business Council
  - o
- Support:
  - o Doug Houston, President and Legislative Advocate, Houston Magnani and Associates
  - o Nikki Caravelli, Program Manager, Sierra Business Council
  - o John Plaggmier, Project Manager, Sierra Business Council
  - o Laura Cottrell, Executive Assistant, Houston Magnani and Associates

#### **6. Amount & Payment**

Contract to be paid at the rate of \$1,000 per month as services are rendered as agreed, through December 2020.

We look forward to working with you in pursuing these objectives.

Sincerely,

**Steve Frisch**  
President  
Sierra Business Council



# SOUTH TAHOE PUBLIC UTILITY DISTRICT

Randy Vogelgesang, President  
Chris Cefalu, Director

BOARD MEMBERS  
James R. Jones, Director

Kelly Sheehan, Vice President  
Nick Exline, Director

John Thiel, General Manager

Shannon Cotulla, Assistant General Manager

SPECIAL MEETING OF THE BOARD OF DIRECTORS  
SOUTH TAHOE PUBLIC UTILITY DISTRICT  
July 3, 2019  
MINUTES

The South Tahoe Public Utility District Board of Directors met in a regular session, 9:07 a.m., at the District Office, located at 1275 Meadow Crest Drive, South Lake Tahoe, California.

ROLL CALL:

**Board of Directors:** President Vogelgesang, Directors Cefalu, Jones, Sheehan, Exline

**Staff:** John Thiel, Paul Hughes, Shannon Cotulla, Gary Kvistad, Melonie Guttry, Jim Hilton, Star Glaze, Julie Ryan, Mike Chieffo, Doug VanGorden, Bren Hoyle, Stephen Caswell, Shelly Thomsen, Debbie Henderson

CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR:

Director Exline requested he be included on the review for Item 4a.

Director Sheehan arrived at 9:09 a.m.

CONSENT CALENDAR:

Moved Exline/Second Exline/Vogelgesang Yes/Cefalu Yes/Jones Yes/Sheehan Yes/Exline Yes to approve the Consent Calendar as presented.

a. CLIMATE ADAPTATION PLAN DEVELOPMENT

(Lynn Nolan, Grants Coordinator)

Approved the Scope of Work for Kennedy Jenks, Inc., to develop a Climate Adaptation Plan related to the 10-year South Tahoe Public Utility District's Capital Improvement Plan in the amount of \$34,073.

b. TAHOE KEYS PUMP STATION DEWATERING ANALYSIS

(Stephen Caswell, Principal Engineer)

Authorized staff to increase the cost ceiling for Task Order No. 17 with Construction Materials Engineers, Inc., by \$14,165 for dewatering analysis at the Tahoe Keys Pump Station.

- c. **WASTEWATER TREATMENT PLAN EMERGENCY GENERATOR REPLACEMENT PROJECT SPECIAL INSPECTION/INSPECTION ASSISTANCE**  
(Stephen Caswell, Principal Engineer)  
Authorized staff to increase the cost ceiling for Task Order No. 18 with Construction Materials Engineers, Inc., by \$10,000 for inspection services for the Wastewater Treatment Plant Emergency Generator Replacement Project.
- d. **ANNUAL ADOPTION OF STATEMENT OF INVESTMENT POLICY**  
(Debbie Henderson, Accounting Manager)  
Adopted Resolution No. 3113-19, (supersedes Resolution No. 3088-18) adopting the District's Investment Policy.
- e. **COMPUTER EQUIPMENT FOR FISCAL YEAR 2019/2020**  
(Brian Bartlett, Network/Telecom Systems Administrator and Bren Hoyle, Information Technology Support Specialist)  
Authorized purchase of budgeted computers and servers for the estimated amount of \$84,600 (including tax).
- f. **REGULAR BOARD MEETING MINUTES: JUNE 20, 2019**  
(Melonie Guttry, Executive Services Manager/Clerk of the Board)  
Approved June 20, 2019, Minutes

#### **ITEMS FOR BOARD ACTION**

- a. Larch Avenue Sewer Pipeline Emergency Repair (Julie Ryan, Engineering Department Manager) – **Julie Ryan** provided details regarding the proposed Larch Avenue Sewer Pipeline Emergency Repair project and addressed questions from the Board. Staff has determined that the high groundwater has created an urgency and necessary emergency action requested today.
- Moved Jones/Second Vogelgesang/Vogelgesang Yes/Cefalu Yes/Jones Yes/Sheehan Yes/Exline Yes** to (1) Determine an emergency exists pursuant to Section 1102 of the Public Contract Code; (2) Determine substantial evidence has been presented to authorize an exception be made pursuant to Section 22050 of the Public Contract Code that this emergency will not permit a delay resulting from a competitive solicitation for bids and that this action is necessary to respond to the emergency; (3) Adopt Resolution No. 3114-19 delegating authority to the General Manager and Assistant General Manager/Engineer to order any action necessary to respond to this emergency; (4) Determine this project is exempt from California Environmental Quality Act CEQA pursuant to Public Resource Code section 210808(b)(2); and, (5) Approve expenditures necessary to start emergency repairs, estimated to be \$100,000. .
- b. Approve Payment of Claims (Debbie Henderson, Accounting Manager)
- Moved Sheehan/Second Cefalu/Vogelgesang Yes/Cefalu Yes/Jones Yes/Sheehan Yes/Exline Yes** to approve Payment of Claims in the amount of \$2,018,816.28.

#### **STANDING AND AD-HOC COMMITTEE REPORTS:**

**Director Exline** reported the PCE meeting on June 26, 2019, was very informative.

**President Vogelgesang** reported he would like to serve on the Alpine County Ad-Hoc Committee and **Director Exline** agreed.

#### **BOARD MEMBER REPORTS:**

None

**EL DORADO COUNTY WATER AGENCY PURVEYOR REPORT:**

The El Dorado County Water Agency meeting scheduled for July 10, 2019, is cancelled and the August 14, 2019, meeting is scheduled at the District.

**GENERAL MANAGER REPORT:**

**John Thiel** reported on several items:

- Provided a staff update and **Shelly Thomsen** responded to questions from the Board regarding a *Tahoe Daily Tribune* Letter to the Editor.
- He participated on a panel for a Community Meeting regarding fire preparedness and the Tahoe Neighborhood Group last Tuesday, June 25, 2019, at the Senior Center. Senator Dahl presented at the meeting and is proving to be an effective advocate for fire issues in Sacramento.
- Provided a presentation to Tahoe Regional Planning Agency (TRPA) last Wednesday, which was positively received. The District continues to work with TRPA on many programs and projects. The TRPA Advanced Planning Committee has asked **John Thiel** to present to them on Wednesday, July 10, along with presenting to Tahoe Resource Conservation District (TRCD) July 9, 2019.
- Provided details regarding the PCE Public Meeting at City Council Chambers on June 26, including details regarding the next steps. **Attorney Kvistad** reported regarding the Technical Advisory Committee (TAC) Meeting held on Friday, June 28, with many local representatives in attendance. The Groundwater Modeling Report from Desert Research Institute (DRI) is complete and being distributed.

**STAFF/ATTORNEY REPORTS:**

**Mike Chieffo** provided a report regarding the Keller Booster Station, lost Pump No. 1, along with **Shannon Cotulla** who addressed questions from the Board and provided details regarding additional backup pumps.

**Shelly Thomsen** informed the Board that the first billings to include the recently adopted rate increases are being mailed, which will produce high call volumes for Customer Service. The 4<sup>th</sup> of July Parade is tomorrow starting at 10 a.m. at Ski Run Boulevard.

**BREAK AND ADJOURN TO CLOSED SESSION:** 9:45 a.m.

**RECONVENE TO OPEN SESSION:** 10:30 a.m.

- a. Pursuant to Government Code Section 54956.9(d)(2)/Conference with Legal Counsel regarding Significant Exposure to Litigation (one case).

**No reportable Board action**

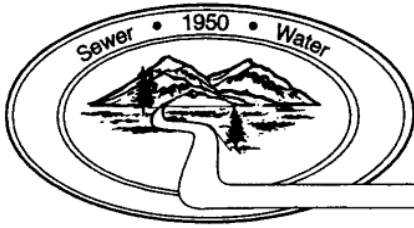
**ADJOURNMENT:** 10:31 a.m.

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Randy Vogelgesang, 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

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

## BOARD AGENDA ITEM 7a

**TO:** Board of Directors  
**FROM:** Julie Ryan, Engineering Department Manager  
**MEETING DATE:** July 18, 2019  
**ITEM – PROJECT NAME:** Larch Avenue Sewer Pipeline Emergency Repair

**REQUESTED BOARD ACTION:** Continue or terminate emergency action to replace approximately 100 linear feet of sewer pipe on Larch Avenue near Sonora Avenue pursuant to Resolution No. 3114-19, depending on the status of the repair work.

**DISCUSSION:** The Board declared the Larch Avenue Sewer Pipeline Emergency Repair as an emergency on July 3, 2019.

Public Contract Code Section 22050(c) requires the Board to review the emergency action at every Board meeting thereafter until the action is terminated, to determine by a 4/5's vote, that there is a need to continue the action. District staff will present a report to the Board to request that the Board either continue or terminate the emergency action to replace approximately 100 linear feet of sewer pipe on Larch Avenue near Sonora Avenue, depending on the status of the repair work.

**SCHEDULE:** Repairs to be completed as soon as possible

**COSTS:** Estimated at \$100,000

**ACCOUNT NO:** 1030-8963

**BUDGETED AMOUNT AVAILABLE:** \$100,000

**ATTACHMENTS:** N/A

**CONCURRENCE WITH REQUESTED ACTION:**

**CATEGORY:** Sewer

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

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



# South Tahoe Public Utility District

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## BOARD AGENDA ITEM 7b

**TO:** Board of Directors

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

**MEETING DATE:** July 18, 2019

**ITEM – PROJECT NAME:** 2018 Water and Sewer System Improvements Project

**REQUESTED BOARD ACTION:** Approve Change Order No. 1 to Thomas Haen Company in the amount of \$152,413.04.

**DISCUSSION:** Change Order No. 1 addresses two work items that are beyond the scope of the Contract and a change to the Contract Time.

- A) During the summer 2018, the Underground Repair – Sewer Department identified by Closed Circuit TV approximately 40 linear feet (lf) of 6 inch asbestos cement gravity sewer main that had failed on Apache Avenue in Meyers; the bottom of the pipe was missing. Because Thomas Haen Company (THC) was working in the vicinity on the Fire Hydrants project (under this Contract), staff directed THC to replace the impacted length of pipe, tracking their expense on a time-and-materials basis under the terms of the Contract. The total expense to the District to make this repair is \$29,372.59, approximately \$665/lf.
  
- B) During the summer 2018, Equipment Repair and Underground Repair requested that three garage bays be expanded to accommodate new vacuum trucks (e.g., camels). The new camels are longer than previous equipment and would no longer fit in the existing garages. These machines should be stored indoors to extend life and heated as they contain pipes, hose, and pumps that will freeze and rupture in the winter. As winter was fast approaching, time was critical in completing these extensions to protect these costly assets. The work included new footings, concrete and wood-framed walls and door openings, concrete slab and pavement, connection to existing building, roofing modifications, finish work, and relocation of overhead door systems. The work was tracked on a time-and-materials basis under the terms of the Contract, for a total cost to the District of \$123,040.45.

C) At bid-time, the District expected that the project would be complete by November 2018. When Thomas Haen Company was the successful bidder for both the Ponderosa (under this Contract) and the Marlette Water Service relocations (under separate Contract), the timing for this work was postponed until summer 2019, so that the work could be performed sequentially, saving cost and resources; this work is nearing completion. Further, the commencement of the replacement of the Pine Valley Pressure Reducing Valve (PRV) (under this Contract) was delayed due to inclement weather and a lack of staff resources; this work is now partially complete, with only the control system remaining to be installed and tested. Finally, the addition of the Camel Garage Extension (Item B above), extended beyond the original Contract Time and was completed in January 2019. Staff expects that all remaining work on this project will be complete by October 15, 2019.

Staff recommends that the Board approve Change Order No. 1 to the District's Contract with Thomas Haen Company in the amount \$152,413.04, bringing the Contract total to \$1,771,983.04. The Engineer's Estimate for construction was \$1,403,560, excluding the work added by this Change Order.

**SCHEDULE:** As soon as possible

**COSTS:** \$123,040.45 (CMLGAR); \$29,372.59 (BUGSWR)

**ACCOUNT NO:** 1030-7054/CMLGAR; 1030-8089/BUGSWR

**BUDGETED AMOUNT AVAILABLE:** \$69,581; \$648,000

**ATTACHMENTS:** Change Order No. 1

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**CONCURRENCE WITH REQUESTED ACTION:** **CATEGORY:** Sewer/Water

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

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





## CHANGE ORDER NUMBER 01

**Project:** 2018 WATER AND SEWER SYSTEMS IMPROVEMENT PROJECT

**Contractor:** Thomas Haen Company

**Date:** 07.18.2019

**PO #:** 18-XX

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

A) Add Item 37 – Apache Avenue Sewer Repair – including all labor, equipment, materials and subcontractor costs necessary to repair approximately 40 linear feet of failed 6” asbestos cement gravity sewer main, as detailed in Design Construction Memoranda #4 and 4.1, dated September 3 and 10, 2018, respectively (attached). This item was performed on a Time and Materials basis, in accordance with the Contract, and addresses in full the additional costs to repair the Apache Avenue Sewer Main, as detailed in Contract Change Request #1.1, dated July 9, 2019 (attached). There is no change to the Contract Time associated with the addition of this extra work.

**TOTAL FOR ITEM A IS \$29,372.59**

**TOTAL FOR CHANGE ORDER NO. 1 IS A + B + C = \$152,413.04**

	Dollar Amounts	Contract Time
<b>Original Contract</b>	<b>\$1,619,570.00</b>	106 Calendar Days
<b>Previous Change Order</b>	<b>\$0.00</b>	0 Calendar Days
<b>Current Contract</b>	<b>\$1,619,570.00</b>	106 Calendar Days
<b>THIS CHANGE ORDER</b>	<b>\$152,413.04</b>	365 Calendar Days
<b>New Contract Total</b>	<b>\$1,771,983.04</b>	471 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 because of the change(s) described, unless specifically noted in individual description(s).

\_\_\_\_\_ **Authorized By STPUD Board President**      Date: \_\_\_\_\_

\_\_\_\_\_ **Accepted By Contractor**      Date: \_\_\_\_\_

\_\_\_\_\_ **Reviewed By**      Date: \_\_\_\_\_

B) Add Item 38 – Camel Garage Extension – including all labor, equipment, materials and subcontractor costs necessary to extend 3 bays of the lower shops garage, to house new vehicles, as detailed in Design Construction Memoranda #6, dated September 17, 2018 (attached). This item was performed on a Time and Materials basis, in accordance with the Contract, and addresses in full the additional costs to extend the garage, as detailed in Contract Change Request #2.1, dated July 8, 2019 (attached). There is no change to the Contract Time associated with the addition of this extra work.

**TOTAL FOR ITEM B IS \$123,040.45**

C) Modify Section 007200, Part 2.04.A – to increase the total Contract Time by three-hundred sixty-five (365) days to four hundred seventy-one (471) days to account for delays in the commencement of the Camel Garage Extension (extra work Item B, above), Ponderosa Area water service relocations (Schedule D) and Pine Valley PRV work (Schedule B). Any additional compensation due with this extension of the Contract Time will be addressed separately.

**TOTAL FOR ITEM C IS \$0**



# South Tahoe Public Utility District

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## BOARD AGENDA ITEM 7c

**TO:** Board of Directors

**FROM:** Shelly Thomsen, Public Affairs and Conservation Manager

**MEETING DATE:** July 18, 2019

**ITEM – PROJECT NAME:** Solar Energy and Economic Development Memorandum of Understanding

**REQUESTED BOARD ACTION:** Approve the Memorandum of Understanding between the District and The Sustainable Energy and Economic Development Fund, administered by Strategic Energy Innovations, and authorize staff and legal counsel to negotiate and incorporate final terms and conditions.

**DISCUSSION:** A regional collaboration of public agencies is being formed to evaluate and potentially install renewable energy systems in the Tahoe Basin to assist in promoting renewable energy and reduce utility costs. The Sustainable Energy and Economic Development (SEED) Fund is spearheading this process and will provide technical assistance to evaluate potential solar sites on a regional basis with no up-front cost to the District. The SEED Fund will prepare a regional solicitation from vendors seeking proposals for the solar projects. If the District determines that it is practical and cost effective to move forward with a vendor proposal for solar project, the District will enter into an Agreement with the vendor. By collaborating, the results will create efficiencies and cost savings.

The Memorandum of Understanding with The SEED Fund will facilitate evaluation of potential solar energy projects for District facilities. The execution of the Memorandum of Understanding demonstrates the District's commitment to installation of solar facilities if deemed practical and cost effective; however, it does not commit the District to any specific project or expense at this time. If the District decides to move forward with the installation of solar facilities, the District agrees to reimburse The SEED Fund at a rate of 3.5 percent of the total installed cost of the renewable energy project. If the District decides not to move forward with a solar project, no expense will be incurred.

**SCHEDULE:** N/A

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** The SEED MOU with staff and legal counsel edits incorporated. Any additional edits to the MOU by the SEED fund or legal counsel will be presented at the Board meeting.

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**CONCURRENCE WITH REQUESTED ACTION:** **CATEGORY:** Sewer/Water

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

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



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## BOARD AGENDA ITEM 7d

**TO:** Board of Directors  
**FROM:** Debbie Henderson, Accounting Manager  
**MEETING DATE:** July 18, 2019  
**ITEM – PROJECT NAME:** Payment of Claims

**REQUESTED BOARD ACTION:** Approve Payment of Claims

**DISCUSSION:** The Payment of Claims was not available when this Agenda was published due to the extended Fiscal Year invoice processing. It will be distributed prior to and at the July 18 Board Meeting.

**SCHEDULE:** July 18, 2019

**COSTS:** N/A

**ACCOUNT NO:** N/A

**BUDGETED AMOUNT AVAILABLE:** N/A

**ATTACHMENTS:** Interoffice Memo

**CONCURRENCE WITH REQUESTED ACTION:** \_\_\_\_\_ **CATEGORY:** Sewer/Water

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

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

interoffice  
MEMORANDUM

SOUTH TAHOE PUBLIC UTILITY DISTRICT

**to:** Board of Directors  
**from:** Paul Hughes, Chief Financial Officer  
**subject:** Payment of Claims Report  
**date:** June 26, 2019



To facilitate an accurate year-end expense cut-off, Accounts Payable has extended the deadline for submitting invoices to Friday, July 12. As such, the Payment of Claims report will be delivered to you on or about Tuesday, July 16.

Your cooperation with our once-a-year accommodation is appreciated.



# South Tahoe Public Utility District

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## BOARD AGENDA ITEM 14a

**TO:** Board of Directors  
**FROM:** John Thiel, General Manager  
**MEETING DATE:** July 18, 2019  
**ITEM – PROJECT NAME:** Conference with Legal Counsel – Significant Exposure to Litigation  
**REQUESTED BOARD ACTION:** Direct Staff

**DISCUSSION:** Pursuant to Government Code Section 54956.9(d)(2)/Conference with Legal Counsel regarding Significant Exposure to Litigation (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 SDC NO \_\_\_\_\_

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