City of South Lake Tahoe
City Council and South Tahoe Redevelopment Successor Agency
Meeting Agenda
Tuesday, January 04, 2022 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Devin Middlebrook, Mayor
Cristi Creegan, Mayor Pro Tem
Cody Bass, Councilmember
John Friedrich, Councilmember
Tamara Wallace, Councilmember

Mission of the City Council
The City Council exists to represent the public interest, to oversee the City's operations and to plan for the City's future.

Public Participation

City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, City Facebook page at www.facebook.com/CityofSLT/ and via ZOOM at this link https://us06web.zoom.us/j/85312529278

A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us

COVID Protocols: Face Coverings are required inside City Hall and the Council Chambers by all vaccinated and non-vaccinated individuals.

Providing Public Comment:
In Person: Every agenda for regular meetings provides an opportunity for members of the public to directly address the legislative body (City Council), on any item of public interest which is within the jurisdiction of the City Council during Public Communications. For items on the agenda or in connection with any item which the City Council will consider, the public is given the opportunity to comment before or during the City Council's consideration of the item [Government Code Section 54954.3(a)].

By Phone: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is ID: 853 1252 9278 press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak.

In Writing: Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject line to which your comments relate. Any such comment that is a public record and is emailed to PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

The City Council Chambers meeting facility is accessible to people with disabilities. Every reasonable effort will be made to accommodate any person needing special assistance to attend this meeting. Contact the City Clerk at (530) 542-6005 at least 48 hours in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].

Spanish Interpretations: The public may access Spanish interpretation using the ZOOM link listed on the front of the Agenda from an internet device (smartphone, laptop, tablet, home computer) with audio capabilities and selecting the Spanish language option. Persons without an internet device may attend the meeting in-person and a device will be provided while supplies last. Requests for interpreter services to offer public comment may be made by contacting the City Clerk.

Call to Order/Pledge of Allegiance

Roll Call

Recognitions

1. City Employee Recognitions
Requested Action / Suggested Motions: Two new employees will be introduced to City Council. Two employees will be recognized for reaching 15 Years-Service, one employee recognized for reaching 25 Years' Service, and one employee recognized for reaching 5 Years-Service.
Responsible Staff Member: Various
01-Staff Report - Employee Recognition 01 04 2022.docx

Closed Session Report

Public Communications

This is the public's opportunity to speak on any topic NOT LISTED on this agenda. Comments shall be limited to four (4) minutes. In accordance with the Brown Act, the City Council cannot deliberate or vote on any matter raised under public communications, but may briefly respond to statements made or questions posed. (Government Code Sections 54954.2)

City Commission Reports

Consent Agenda

Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes.

The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

Pass a Motion to adopt the Consent Agenda in one motion except as indicated at each item.

2. City Council Meeting Minutes
Requested Action / Suggested Motions: Pass a Motion to approve the December 7, 2021 Regular City Council meeting minutes.
Responsible Staff Member: Susan Blankenship, City Clerk
12 07 2021 Minutes.docx

3. 2021 Reimbursement Agreement with Southwest Gas
Requested Action / Suggested Motions: Pass a Resolution authorizing the execution of a Reimbursement Agreement with Southwest Gas and amending the Street Overlay Program account by appropriating $1,883,300 of in lieu paving funds from Southwest Gas for the purpose of funding the 2022 Road Rehabilitation Project.
Responsible Staff Members: Randy Carlson, Associate Civil Engineer and Mark Frisina, Resident Engineer
01-Staff_Report_-_Reimbursement_Agreement_with_Southwest_Gas.docx
02-Reimbursement_Agreement_with_Southwest_Gas (1).docx
03_Resolution_Budget_Amendment__Southwest_Gas_Reimbursement_Agreement_ (2).docx

4. Resolution Accepting and Appropriating $475,000 in TRPA Mitigations Funds to the Tahoe Valley Greenbelt & Stormwater Improvement Project
Requested Action / Suggested Motions: Pass a Resolution accepting and appropriating $475,000 in TRPA Mitigation Funds to the Tahoe Valley Greenbelt & Stormwater Improvement Project.
Responsible Staff Member: Stan Hill, Engineering Manager
01-Staff Report TRPA Mitigation Funds-2.docx
02-Project Location Map.pdf
03-Property Acquisition Map.pdf
04-Resolution TRPA Funding 20220104.doc

5. Ratification of Amendment to Professional Services Agreement with Wood Rodgers
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to Execute Ratification of an Amendment to Agreement with Wood Rodgers for on-call traffic engineering services, with an amended not to exceed amount of $105,000.
Responsible Staff Member: Anush Nejad, Public Works Director
01-Staff Report - Wood Rogers Contract Amendment Ratification.docx
02-C-149-2019 Wood Rogers City Traffic Engineer Agreement.pdf
03-Ratification of Wood Rodgers Amendment.docx

6. Ratification of Amendment to Professional Services Agreement with Sactech
Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to Execute Ratification of Amendment to Professional Services Agreement with Sactech to increase the maximum compensation to not to exceed $63,800 and extend the term to December 14, 2021.
Responsible Staff Member: Olga Tikhomirova, Director of Finance
01-Staff Report Amendment PSA Sactech.docx
02-Amendent to Professional Services Agreement Sac Tech.docx
03-C-116-2020 Sacramento Technology Group Sep 2020.pdf

7. Community Development Block Grant (CDBG) CV 2/3 Subrecipient Agreement with Tahoe Coalition for the Homeless
Requested Action / Suggested Motions: Pass a Resolution appropriating budget for Community Development Block Grant Coronavirus Response (CDBG CV-2/3) funding in the amount of $505,632 and authorizing and directing the Mayor to execute a Subrecipient Agreement with Tahoe Coalition for the Homeless in the amount of $495,632 to administer the grant and execute the scope

of work for rehabilitation of the Bears Den Inn property (2250 Lake Tahoe Blvd).
Responsible Staff Member: Hilary Roverud, Director of Development Services
01-Staff Report CDBG Grant
02-Res 2021-021 CDBG Corovavirus Response Grant.pdf
03-MOU
04-Operating Agreement.pdf
05-Resolution Subrecepient Agreement Tahoe Coalition for the Homeless
06-CDBG CV2-3 TCH Subrecipient Agreement (Exh. A to Reso)

Consent Agenda - South Tahoe Redevelopment Successor Agency

8. Recognized Obligation Payment Schedule (ROPS) FY 2022-2023
Requested Action / Suggested Motions: Acting as the South Tahoe Redevelopment Successor Agency Board, pass a Resolution approving the Recognized Obligation Payment Schedule (ROPS) pursuant to Health and Safety Code section 34177 for the fiscal period commencing July 1, 2022, and ending June 30, 2023.
Responsible Staff Member: Olga Tikhomirova, Finance Director
01-Staff Report ROPS 2022-2023.docx
02-Resolution STRSA ROPS 2022-2023.docx
03-ROPS 2022-2023 (Exhibit A to Resolution).pdf

Regular-New Business

9. Ordinance - Bijou/Al Tahoe Community Plan Amendments (First Reading)
Requested Action / Suggested Motions: 1) Pass a Motion finding that the Bijou/Al Tahoe Community Plans Initial Study/Negative Declaration/Initial Environmental Checklist adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act, 2) Pass a Motion to hold a first reading (by title only) of an ordinance amending the Bijou/Al Tahoe Community Plan to allow additional height up to 42 feet, with no minimum cross slope or roof pitch requirement for public and quasi-public facilities located in the 56-acre project area, and refer second reading and adoption to the January 18, 2022 meeting.
Responsible Staff Member: John Hitchcock, Planning Manager
01-Staff Report - Ordinance - Bijou/Al Tahoe Community Plan Amendments
02-Location Map.pdf
03-AB 52 Tribal Consultation.pdf
04-Proof of Mailing.pdf
05-Tribune Proof of Publication.pdf
06-Response to Comments.docx
07-Proof of Mailing PC Dec 16 2021.pdf
08-Tahoe Daily Tribune Affadavit.pdf
09-Planning Commission Resolution 2021-18 Bijou Al Tahoe Community Plan Amendment.pdf
10-Proof of Mailing City Council Meetings.pdf
11-Tribune Proof of Publication 20211217.pdf
12-Ordinance-Bijou Al Tahoe Community PlanAmendments

10. State and Local Fiscal Recovery Funds (SLFRF) Appropriation for American Rescue Plan Act (ARPA) Capital Projects
Requested Action / Suggested Motions: Pass a Resolution appropriating SLFRF funds in the amount of $250,000 for the proposed renovations to the City's skate park; $50,000 for proposed

improvements to the City's paved bike trail network; and $200,000 towards the preliminary planning of the Greenway Phase 1C Bicycle Trail Project.
Responsible Staff Member: Jim Marino, Capital Improvements Projects Manager
01-Staff Report ARPA Funds.docx
02-Resolution-ARPA Fund Appropriation.docx

11. Purchase of Vehicles and Equipment to Support Department of Public Works Streets Operations
Requested Action / Suggested Motions: (1) Pass a Resolution accepting and appropriating $150,000 of Tahoe Regional Planning Agency Air Quality & Water Mitigation Funding and appropriating $140,410 in proceeds from the Sale of Surplus Vehicles & Equipment; and (2) Pass a Motion authorizing the purchase of (1) Asphalt Patch Truck for $265,372.91, (1) Loader Mounted Asphalt Zipper for $222,953, and (1) Street Sweeper for $288,390.90 via cooperative purchasing agreements from fund 210 (Vehicle Replacement).
Responsible Staff Members: Jim Marino, Capital Improvements Project Manager and Phil Harwood, Fleet Services Manager
01-Staff Report Street Operations Vehicles and Equipment Purchase.docx
02-Resolution Street Operations Vehicle and Equipment Purchase.docx
03-Vehicle Descriptions Quotes and Contracts.pdf
04-Zero Emission Sweeper M4ZE Data Sheet Final.pdf

12. City Council Capital Improvement Program Subcommittee
Requested Action / Suggested Motions: Pass a Motion to establish an ad hoc Capital Improvement Program Subcommittee and appoint two council members to serve as part of a working group to evaluate and update the City's Capital Improvement Program Policies, Evaluation Criteria, and Project Prioritization.
Responsible Staff Member: Jim Marino, Capital Improvements Manager

01-Staff Report City Council CIP Subcommittee.docx

Agenda Planning Calendar

13. Agenda Planning Calendar
Requested Action / Suggested Motions: Identify, with consent of at least two Council members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager
APC - December 28, 2021.pdf

Updates and Announcements (City Attorney, City Clerk, City Manager)

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Adjournment

I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday January 4, 2022 meeting of the City of South Lake Tahoe City Council was posted and available for review on Thursday December 30, 2021 at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at https://www.cityofslt.us.

Signed December 30, 2021
\\sb\\
Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 1.

Agenda Item: City Employee Recognitions

Executive Summary: New City employees and long-serving City employees who reach the 5, 10, 15, 20, & 25 year service milestone will be recognized at each monthly meeting.

Requested Action / Suggested Motions: Two new employees will be introduced to City Council. Two employees will be recognized for reaching 15 Years-Service, one employee recognized for reaching 25 Years' Service, and one employee recognized for reaching 5 Years-Service.
Responsible Staff Member: Various

Responsible Staff Member: Various Departments

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

01-Staff Report - Employee Recognition 01 04 2022.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 4, 2022

Title: City Employee Recognition

Location: Citywide

Responsible Staff Member: Various Department Directors

Background: Following past practice, new regular City employees are introduced to Council during a City Council meeting.

As part of the City's Employee Recognition Program, employees who have reached five, ten, fifteen, twenty and twenty-five years of service are recognized for their achievements and contributions to the City.

New Regular City Employees:

Finance Department
Mayra Bahr – Accountant I

Police Department
Angela Foe – Public Safety Dispatcher

Service Awards:

Public Works
Luis Garcia - 15 Years' Service
Gregory Fisk – 25 Years' Service (4/30/2021)

Fire
Brenen Davis - 15 Years' Service

Police
Joseph Acker - 5 Years' Service

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 2.

Agenda Item: City Council Meeting Minutes

Executive Summary: City Council is asked to formally approve the December 7, 2021 Regular City Council meeting minutes.

Requested Action / Suggested Motions: Pass a Motion to approve the December 7, 2021 Regular City Council meeting minutes.
Responsible Staff Member: Susan Blankenship, City Clerk

Responsible Staff Member: Susan Blankenship, City Clerk (530) 542-6005

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

12 07 2021 Minutes.docx

City of South Lake Tahoe
City Council
Meeting Minutes
Tuesday, December 07, 2021 at 9:00 AM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Tamara Wallace, Mayor
Devin Middlebrook, Mayor Pro Tem
Cody Bass, Councilmember
Cristi Creegan, Councilmember
John Friedrich, Councilmember

Mission of the City Council
The City Council exists to represent the public interest, to oversee the City's operations and to plan for the City's future.

NOTE: The Meeting Minutes represent actions taken during the meeting of the City Council. Complete Council members discussions on Regular Session meeting items can be viewed in archived video recordings on the City's website at http://www.cityofslt.us *Public submittals on items are retained in the administrative record and can be viewed in the City Clerk's repository at* http://www.cityofslt.us

Call to Order/Pledge of Allegiance
At 9:03 a.m. Mayor Wallace called the meeting to order. Wallace then led the pledge of allegiance to the flag.

Roll Call
Present were Mayor Wallace, Councilmembers Bass, Creegan, Friedrich and Middlebrook. Also present were City Manager Irvin, City Attorney Stroud and City Clerk Blankenship.

City Council Reorganization

1. 2022 Mayor and Mayor Pro Tem Selection

Action: Middlebrook/Creegan
Yes: Creegan, Friedrich, Middlebrook and Wallace
No: Bass
Action: Passed **Motion 2021-083** selecting Councilmember Middlebrook as Mayor and Councilmember Creegan as Mayor Pro Tem for the year 2022.
Public Comment was heard from the following people:

1. Ed Mosur
2. Peggy Bourland

Written Comment was received from the following people:

3. Olivia Clemens
4. Saundra Edwards
5. Danny Elfman
6. Wally Pinniped
7. Dennis Weaver
8. Paul Weitz
9. CristiCreegan (not Councilmember Creegan)
10. DevinMiddlebrookLivesAt
11. TamaraWallaceLivesAt

Note: City Council took a brief recess to reset the room for the newly appointed Mayor and Mayor Pro-Tem.

Recognitions

2. City Employee Recognitions

Action: Dan Bardzell, Assistant City Attorney and John Debler, Maintenance Technician II were introduced to City Council. Mark Gibbs, Airport Manager was recognized for reaching 5 Years-Service.

Public Communications

Public Comment was heard from the following people:

1. Duane Wallace, South Tahoe Chamber – Juvenile Detention Center, CTC Motel 6 Sale, EDC Services, Fuels reduction, City Council COVID response
2. Peggy Bourland – Non-profit funding policy
3. Name not provided – South Shore Drive neighbor dispute
4. Janet McDougal – Non-profit funding policy, thank you to City Clerk and City Attorney
5. Ed Mosur –Information request, City's Non-profit funding policy, Non-profit funding to Boys and Girls Club, Motel 6 housing
6. Stacey Ballard – Arts, Culture, and Tourism Commission

Written comment was received from the following people:

7. Edward Bastillos – Devin Middlebrook
8. Dennis Weaver – Tamara Wallace
9. Danny Elfman – Tamara Wallace
10. libertymail.net – redaction policy
11. Olivia Clemens – Devin Middlebrook
12. CristiCreegan (not Councilmember Creegan)
13. DevinMiddlebrookLivesAt
14. TamaraWallaceLivesAt
15. CristiCreeganResidesAt

City Commission Reports

3. Annual Reports - TRPA Advisory Planning Commission, and El Dorado County Community Action Council

Action: Received reports.

The following people addressed City Council:

1. Barbara Kaufman, El Dorado County Commission on Aging
2. Susan Chandler, TRPA Advisory Planning Commission *written report distributed

Note: Written report was received from Brian Conway, El Dorado County Community Action Council.

Presentations

4. Barton Health's 2021 Community Health Needs Assessment

Action: Received presentation by Chris Proctor, Director of Community Benefit, Barton Health.

The following people addressed the City Council:

1. Chris Proctor, Director of Community Benefit, Barton Health
2. Natasha Schue, Community Relations and Outreach, Barton Health *PowerPoint presentation distributed.

Public Comment was heard from the following people:

3. Scott Robbins
4. Susan Chandler
5. Stacey Ballard

Consent Agenda
Action: Moved/Seconded: Bass/Creegan
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Passed Consent Agenda

5. City Council Meeting Minutes
Action: Passed **Motion 2021-084** to approve the November 2 and November 16, 2021 Regular City Council meeting minutes.

6. Fiscal Year 2020-21 Quarterly Financial Status Report - Quarter Ending September 2021
Action: Received and filed.

7. Investment Portfolio Report - September 30, 2021
Action: Received and filed.

8. Clean Tahoe 2020-2021 Annual Report and 2021-2022 Budget
Action: Received Clean Tahoe 2020-2021 Annual Report. Passed **Motion 2021-085** adopting Clean Tahoe 2021-2022 Budget.

9. City Salary Table Amendments - Minimum Wage Increase
Action: Passed **Resolution 2021-100** amending the City Salary Table to incorporate a mandated minimum wage increase.

10. Police Vehicle Purchase
Action: Passed **Resolution 2021-101** authorizing the purchase of one (1) Jeep 4xe Plug-in Hybrid Electric Vehicle (PHEV) using existing budget appropriations of up to $68,925.13 in PD Vehicle Replacement account and authorizing the City Manager to enter into contracts for additional Police Vehicle Purchases not to exceed $231,074.87.

11. Police Boating Safety and Enforcement Program
Action: Passed **Resolution 2021-102** accepting Grant Award from California State Parks, Division of Boating and Waterways Agreement in an amount up to $56,464.00 and accepting El Dorado County Vessel Property Taxes in an amount up to $41,455.00 for the Police Boating Safety and Enforcement Program.

12. American Rescue Plan Act Funds Appropriation for Services Center Maintenance.
Action: Passed **Resolution 2021-103** authorizing $80,000 of American Rescue Plan Act (ARPA) funds for use toward Services Center Maintenance.

Regular-Unfinished Business

13. Guidelines for Dark Sky Municipal Lighting Standards and Presentation
Action: Received Presentation by Michael Marlin, IAU Dark Sky Ambassador and IDA Dark Sky Delegate. City Council provided direction to the City Manager and staff.
The following person addressed City Council:
1. Michael Marlin, IAU Dark Sky Ambassador *PowerPoint presentation

Public Comment was heard from the following people:
2. Duane Wallace
3. Stacey Ballard
4. Matt Miller
5. Steve Teshara, Tahoe Chamber

Regular-New Business

14. Resolution to Aspire Towards Citywide 100 Percent Renewable, Carbon-Free Electricity, 24/7 by 2030

Action: Friedrich/Bass

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Action: Passed **Resolution 2021-104** Aspiring Towards Citywide 100 Percent Renewable, Carbon-Free Electricity, 24/7 by 2030.

The following people addressed City Council:

1. Zoe Kusnick, Civic Spark Fellow *PowerPoint presentation distributed

Public Comment was heard from the following people:

2. Duane Wallace
3. Molly Armanino
4. Ed Mosur
5. Megan Gallagher
6. Nick Exline
7. Lauren
8. Colleen
9. David Gabriel
10. Kim Carr
11. Rebecca Bryson
12. Jackson Reallo
13. Merelle Lowell
14. Scott Robbins
15. Steve Teshara, Tahoe Chamber
16. Stacey Ballard
17. Natalie Yanish, Contractors Association Truckee-Tahoe
18. Mariah Lindburgh
19. Meredith Anderson
20. No name provided

Written Comment was received from the following people:

21. Molly Armanino *written material distributed
22. David Carnegie
23. Bonnie Driscoll
24. Bob Niedermeier
25. Midge Breeden
26. Jennifer Callahan
27. Rachel Friedman
28. Janice Heil
29. Krissy Kenny
30. League to Save Lake Tahoe
31. Marisa McGrew
32. Kaimana McGuire
33. Sue Norman
34. Sarah Steele
35. Nick Speal
36. Carl Nightingale

15. South Tahoe Refuse Interim Year Rate Adjustment

Action: Wallace/Creegan

Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace

Action: Passed **Motion 2021-086** approving South Tahoe Refuse Interim Year Rate Adjustment of $1.56 per month for residential customers and $1.85 per cubic yard for commercial customers.

The following person addressed City Council:

1. Jeff Tillman, South Tahoe Refuse

Public Comment was heard from the following person:

2. Ed Mosur

16. South Tahoe Refuse - Clean Tahoe Program Franchise Agreement Amendment

Action: Wallace/Creegan
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Passed **Motion 2021-087** approving amendments to South Tahoe Refuse Franchise Agreement **C-167-2021** to include the Clean Tahoe program and services.
Note: Staff distributed a PowerPoint presentation.

17. Approval of Airport Food & Beverage Lease & Concession Agreement with Flight Deck Sports Bar & Grill, LLC

Note: Councilmember Creegan noted that the contract beginning year should be 2022 not 2021.
Action: Passed **Motion 2021-088** authorizing the Mayor to execute an Airport Food & Beverage Lease & Concession Agreement **C-168-2021** with Flight Deck Sports Bar & Grill, LLC for a five-year contract period beginning amended to January 5, 2022 and ending January 5, 2027,
Action: Bass/Creegan
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
The following person addressed City Council:

1. Sheila Benson, Manager, Flight Deck Sports Bar & Grill, LLC

18. Participation in National Opioid Litigation Settlement

Action: Wallace/Bass
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Passed **Resolution 2021-105** authorizing City participation in the National Opioid Litigation Settlement and authorizing the City Attorney to execute the related participation agreements, **C-164-2021 and C-165-2021**.

19. Charter City Discussion

Note: Written material distributed by Councilmember Bass
Action: Received report.
Note: Staff distributed a PowerPoint presentation.
City council provided consensus to not actively pursue placing a ballot measure to become a Charter City in the November 2022 election. City Council provided the following direction:

1. Development Services to include transfer tax in the Housing Revenue Study
2. Hold a Community Conversation on becoming a Charter City (provide draft)
3. Reach out to the State Legislature to see if there is an appetite to allow General Law cities to regulate transfer tax
4. Public Works provide analysis regarding benefits of becoming a Charter City in the RFP process
5. Include Charter City revenue item in the next Annual Budget workshop for community involvement

Public Comment was received from the following people:

1. Ed Mosur
2. David Gregorich

20. City Council Assignments to Boards and Commissions

Action: Bass/Wallace
Yes: Bass, Creegan, Friedrich, Middlebrook and Wallace
Action: Passed **Motion 2021-089** approving 2022 City Council assignments as presented with the following changes: JPA Recreational (Middlebrook), Councilmember Bass will keep all current

assignments with the following edits: LAFCO (Wallace), elimination of the Short-Term Economic Recovery Task Force and Transformational Change Subcommittees, and Mayor positions (Middlebrook).

Public Comment was received from the following person:

1. Ed Mosur

Agenda Planning Calendar

21. Agenda Planning Calendar

Action: Received.

Updates and Announcements (City Attorney, City Clerk, City Manager)

City Clerk

1. Commission Solicitations
2. Leadership Lake Tahoe presentation
3. January 4, 2022 next meeting

City Manager

1. Festival of Winter Lights Event
2. Non-profit funding policy
3. Arts, Culture and Tourism Commission meeting schedule
4. OPATs registration beginning December 8, 2021

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Councilmember Wallace

1. Tahoe Prosperity Center- Envision Tahoe meeting
2. Christmas tree lighting at Heavenly Village
3. Thank you to everyone – year as Mayor
4. Juvenile treatment center closure (CB second)

Councilmember Bass

1. Thank you to Councilmember Wallace
2. Non-profit funding policy

Councilmember Friedrich

1. Lake Tahoe Unified District 2X2 upcoming meeting
2. Multi-Cultural Alliance Subcommittee upcoming meeting
3. TRPA upcoming meeting- invasive species in Tahoe Keys
4. Thank you to Councilmember Wallace
5. Booster shots/Happy Holidays
6. Citizens on Boards and Commission

Councilmember Creegan

1. Thank you to Councilmember Wallace
2. JPA and Clean Tahoe membership
3. Lake Tahoe Unified District 2X2 upcoming meeting
4. Police ride along participation

Mayor Middlebrook

1. Thank you for support as Mayor
2. Abandoned Vehicle JPA upcoming meeting
3. Tahoe Prosperity Center upcoming meeting
4. Ski Run Park upcoming meeting

Adjournment

At 3:08 p.m. Mayor Middlebrook adjourned the meeting.

_____ _____

Devin Middlebrook, Mayor Date

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 3.

Agenda Item: 2021 Reimbursement Agreement with Southwest Gas

Executive Summary: The Public Works Department recommends entering into a reimbursement agreement with Southwest Gas where the City will waive certain pavement restoration requirements for Southwest Gas construction projects in exchange for funding the City's paving account at a rate of $5 per square foot for restoration that would have otherwise been required. This agreement will help partially fund the City's annual paving program for the 2022 construction season.

Requested Action / Suggested Motions: Pass a Resolution authorizing the execution of a Reimbursement Agreement with Southwest Gas and amending the Street Overlay Program account by appropriating $1,883,300 of in lieu paving funds from Southwest Gas for the purpose of funding the 2022 Road Rehabilitation Project.
Responsible Staff Members: Randy Carlson, Associate Civil Engineer and Mark Frisina, Resident Engineer

Responsible Staff Member: Randy Carlson, Associate Civil Engineer (530) 542-6033
Mark Frisina, Resident Engineer (530) 542-7415

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff_Report_-_Reimbursement_Agreement_with_Southwest_Gas.docx
02-Reimbursement_Agreement_with_Southwest_Gas (1).docx
03_Resolution_Budget_Amendment__Southwest_Gas_Reimbursement_Agreement_ (2).docx

City of South Lake Tahoe
Report to City Council

Meeting Date: January 4, 2022

Title: Reimbursement Agreement with Southwest Gas

Location: Citywide

Responsible Staff Member: Randy Carlson, Associate Civil Engineer, (530) 542-6033
Mark Frisina, Resident Engineer, (530) 307-9607

Background: In 2019, Southwest Gas Corporation (SWG) began their Vintage Steel Pipe (VSP) Replacement Project. The SWG project plans to replace all the steel gas lines within the City of South Lake Tahoe that were installed prior to 1970. These pipes no longer meet current code; therefore, Southwest Gas plans to replace them over the next 7-10 years. The amount of gas line installed prior to 1970 is extensive and runs throughout approximately 2/3 of City streets. Replacement of this pipe will require Southwest Gas to dig long trenches in the majority of the City's streets as well as install new gas service lines to most of the older homes within the City. This will have a significant impact on the City streets and will require repaving a majority of the streets.
The Public Works Department oversees Southwest Gas's construction and requires them to meet the City's Public Improvement and Engineering Standards (PIES) for all improvements. Standard Details 60 and 62 from the PIES require that any utility trench over 250 feet in length, or when 4 or more service lateral trenches are dug within a City block, the utility company is required to repave a full lane through the affected area.

Paving roads is outside SWG's area of expertise, as well as very costly for them to implement. Therefore, they are interested in an alternative to the City's paving requirements. A solution agreeable to SWG and the City is for SWG to pay an in-lieu fee to the City instead of using their contractor to pave City streets. The in-lieu pavement fees will accumulate in the City's Paving Fund for the annual Pavement Rehabilitation Project to pave selected streets within the City.

The City implemented a similar agreement with Southwest Gas for the 2019 and 2020 construction seasons. These agreements have supplemented the City paving fund with $1,306,640 worth of paving funds to date, which have been used each year as a part of the City's annual paving project.

Issue and Discussion: The Public Works Department proposes an agreement with SWG that would permit them to deposit funds into the City's Paving Fund in exchange for not being required to meet certain paving requirements from Standard Details 60 and 62 of the City's PIES. The Public Works Department sees the following advantages to approving such an agreement:

1. Economy of Scale - Large scale paving projects administered by the City will likely result in a greater volume of paving for a more competitive price.
2. Selection of Streets to be Paved - The City will determine which roads are in the greatest need of repaving and develop the annual Pavement Rehabilitation Project accordingly.
3. Selection of Pavement Treatments - The City will decide which pavement treatment is best suited for each roadway (i.e. cape seal, micro-pave, crack seal, or grind and overlay).

4. Quality of Pavement Work - The roads reconstructed as a part of the City's annual Pavement Rehabilitation Project will likely be higher quality and last longer due to the materials the City specifies and construction oversite provided by the City.

Southwest Gas is also interested in entering into the proposed agreement for the following reasons:

1. Allows SWG to concentrate on gas line replacements, rather than paving.
2. Allows SWG to speed up construction while also causing less disturbance in the neighbourhoods they're working in.
3. Greater efficiency results in a cost savings to utility customers.
4. Paving is not their area of expertise; SWG prefers paving contractors do the work instead.

Financial Implications: This agreement stipulates that Southwest Gas will pay the City $5 per square foot of paving they are not required to place as a part of their VSP replacement program. During the 2021 construction season, 376,660 square feet of asphalt were not paved that would have otherwise been required to be paved. The proposed agreement will result in $1,883,300 of in lieu paving expenses that Southwest Gas will deposit into the City Paving Fund (301-50005) for the 2022 construction season.
If this agreement is not approved, the Public Works Department will require SWG to repave the sections of road they worked on during 2021 and there will be no financial implications to the City.

Environmental Considerations: Approving this reimbursement agreement is not a project subject to environmental review under California Environmental Quality Act (CEQA) Guidelines section 15378(b)(4) because it is the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

Policy Implications: This agreement would require the City Council to waive the overlay paving requirements outlined in the City PIES Standard Drawings 60 and 62. This is a onetime waiver for SWG that only applies to the 2021 construction season.

A similar agreement is anticipated for each year SWG works on their VSP replacement program. Receipt of a payment in lieu of SWG pavement grind and overlay work will provide a consistent stream of revenue for the City's Paving Fund and would allow Public Works to rehabilitate many of the streets within the City. The Public Works Department estimates that over the next 7-10 years, SWG will likely need to replace approximately $20,000,000 worth of asphalt in order to complete their project. If similar agreements are approved in the future, this approach will help supplement the City Paving Program funding for multiple future years.

CITY OF SOUTH LAKE TAHOE

AGREEMENT
FOR ROAD REPAIRS

This Agreement is made and entered into as of the 4th day of January 2022 by and between the City of South Lake Tahoe, a municipal corporation ("City") and Southwest Gas Corporation, a California corporation ("SWG").

RECITALS

A. In Spring 2021, SWG commenced a project to repair and replace vintage steel gas lines which are located under certain streets within the City. The repair and replacement project is located in multiple neighborhoods throughout the City of South Lake Tahoe in accordance with plans and the schedule attached hereto as Exhibit "A" ("2021 Vintage Steel Pipe Replacement Project")

B. In accordance with a Franchise Agreement between the City and SWG dated August 30, 2017, SWG performs gas main and service line replacements and repairs that include cutting or grinding the pavement surface to allow trenching and subsurface excavations within the City's public rights-of-way.

C. As provided in the Franchise Agreement, after making gas line repairs, SWG is required to repair the section of the road impacted by the gas line repairs in accordance with the City's Public Improvements and Engineering Standards (PIES).

D. The City's PIES requires full-width traffic lane pavement surface grinding and asphalt concrete overlay, two inches in depth where trenching work extends 250 linear feet or more. In addition, transverse pavement trenching in excess of 3 road cuts within 250 lineal feet of roadway also require full-width traffic lane(s) of pavement surface grinding and asphalt concrete overlay, two inches in depth.

E. For the purpose of the 2021 Vintage Steel Pipe Replacement Project, SWG prefers to limit the extent of pavement repair work performed by SWG and SWG prefers to compensate the City in the amount provided in Exhibit B for the cost of pavement grinding and overlay of City streets required in accordance with the City's PIES.

F. For the purpose of the 2021 Vintage Steel Pipe Replacement Project, the City prefers receipt of payment from SWG in lieu of SWG performing the standard PIES required pavement grinding and overlay work.

G. The City has an annual pavement rehabilitation program that may involve grinding or pulverizing the full street width of existing pavement surfaces and paving streets with asphalt concrete pavement.

H. The City routinely enters into public works contracts to maintain City roads and may achieve economies of scale by including more road sections in future contracts.

I. The parties desire to enter into this Reimbursement Agreement to achieve efficiencies and better service for their respective customers.

AGREEMENT

1. SWG Obligations.

a. During 2021, SWG implemented its gas line repair and replacement project in multiple neighborhoods throughout the City of South Lake Tahoe in accordance with plans and the schedule attached hereto as Exhibit "A" and referred to herein as the 2021 Vintage Steel Pipe Replacement Project.

b. Instead of repaving the City-maintained roads following the 2020 Vintage Steel Pipe Replacement Project, SWG agrees to make permanent trench repairs and compensate the City, in the amount provided in Exhibit B, to repave the sections of City-maintained roads SWG would have repaved under the PIES ("Repavement Work"). For the purposes of this Agreement, the permanent trench repairs performed by SWG are defined as repairing the pavement the width of the trench (minimum of 4 ft) with 4" minimum compacted AC or match existing AC depth.

c. SWG shall pay City for Repavement Work in the amount provided in Exhibit B. SWG's payment shall be made in a lump sum amount within 30 days of receiving a written payment request from the City.

2. City Obligations.

a. All Repavement work performed by the City shall be completed under a public works contract for road repair and be awarded through a competitive bid process in accordance with California

Public Contract Code, section 22030 *et seq*. City shall pay prevailing wage for the Repavement Work in accordance with California Labor Code section 1770 *et seq*. City will complete the paving of the Repavement Work at the appropriate time, in its sole discretion, based on the City's annual paving needs and priorities.

b. City shall send to SWG a written reimbursement request.

c. City shall use the funds received for the Repavement Work towards repaving roads within the City of South Lake Tahoe.

3. Term/Time of Performance. This Agreement shall be effective as of the date written above, and shall terminate six months after the effective date, or sooner if full reimbursement has been made in accordance with the provisions of this Agreement or this Agreement is terminated in accordance with Section 4.

4. Termination. This Agreement may be terminated by City or SWG for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, City shall be entitled to reimbursement for Repavement Work performed up to the effective date of termination.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

5. Indemnity. SWG shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, on or account of, injuries or death to any person, including but not limited to workers, City employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of SWG's performance under this Agreement, except for the sole or active negligence of the City, its officers and employees, or as expressly prescribed by statute. This duty of SWG to indemnify and save City harmless includes the duties to defend set forth in California Civil Code section 2778.

   City shall defend, indemnify, and hold SWG, its officers, officials, employees, and volunteers harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, on or account of, injuries or death to any person, including but not limited to workers, SWG

employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of City's performance under this Agreement, except for the sole or active negligence of SWG, its officers and employees, or as expressly prescribed by statute. This duty of City to indemnify and save SWG harmless includes the duties to defend set forth in California Civil Code section 2778.

6. Insurance Requirements. City and SWG attest to having adequate insurance for General Liability and Automobile Liability, and in accordance with California Labor Code section 3700 for Workers' Compensation and shall provide evidence of insurance if requested to do so by the other party.

7. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Public Works Director
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to SWG: Supervisor/Engineering
Southwest Gas Corporation
P.O. Box 1190
Carson City, NV 89701

8. Assignment. Neither party shall assign this Agreement or any part thereof of any monies due hereunder.

9. No Third Party Beneficiaries. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and the Parties hereto expressly disclaim any such third-party benefit.

10. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

11. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

12. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

13. Amendments. This Agreement may be modified or amended only by a written document executed by both SWG and City and approved as to form by the City Attorney.

14. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

15. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and SWG. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

16. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy hereof shall have been signed by both Parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

17. Authority to Enter Agreement. The Parties have all requisite power and authority to conduct their business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:	SOUTHWEST GAS CORPORATION:
By_____	By _____
Mayor	Brad Harris, VP/Northern Nevada Division

APPROVED AS TO FORM:

By_____
Heather Stroud, City Attorney

ATTEST:

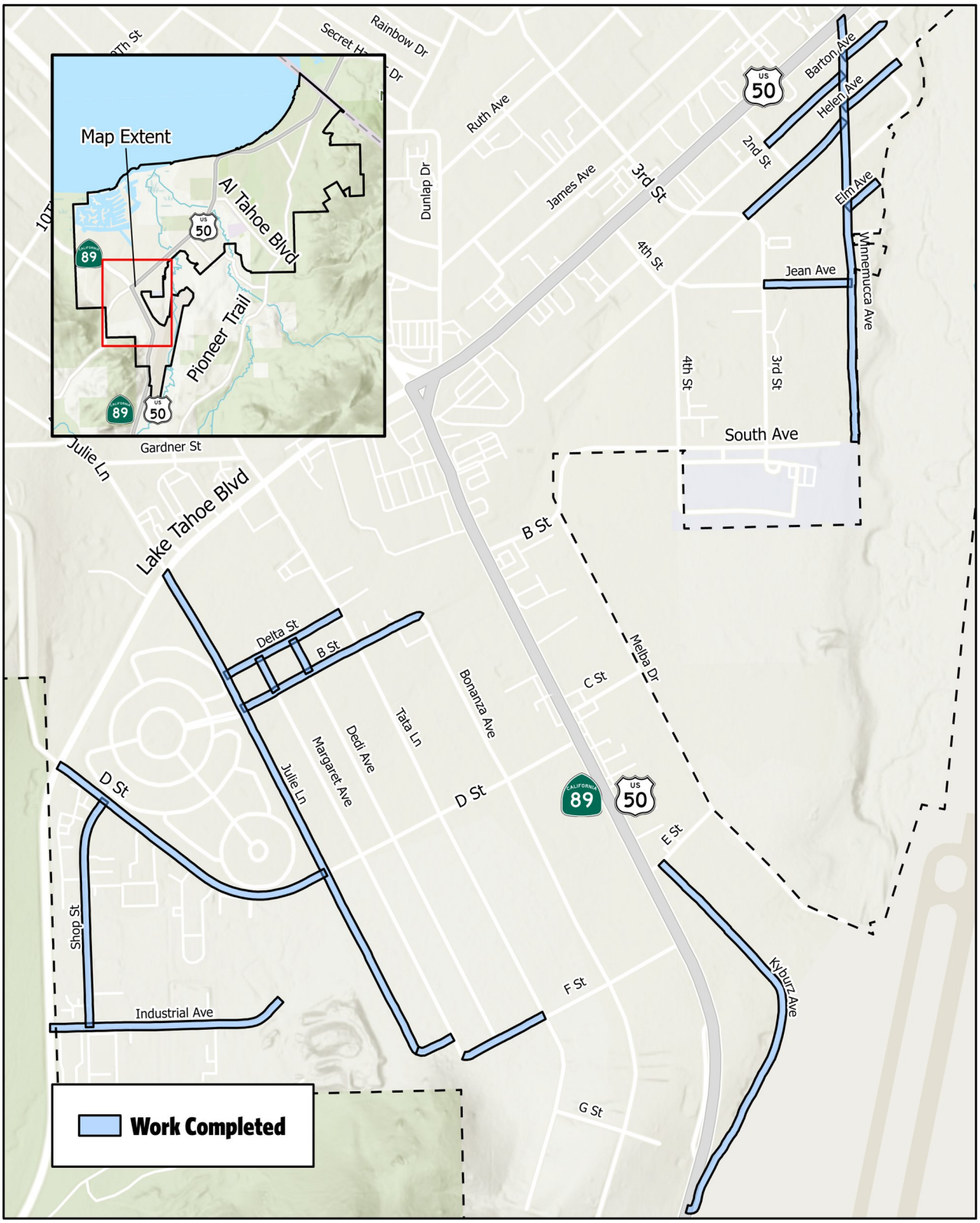
By_____
Susan Blankenship, City Clerk

Attachments:

Exhibit A – Plans and Schedule
Exhibit B – Cost Estimate for Repavement Work

EXHIBIT A

PLANS



CITY OF SOUTH LAKE TAHOE

Work Completed on Vintage Steel Pipe Replacement Project 2021

Public Works Department - Engineering

N

0 500 1,000 1,500

Feet

Path: J:\GIS files\Projects\PublicWorks\Engineering\GeneralEngineeringProjects\GeneralEngineeringProjects.aprx | Layout: Southwest Gas Vintage Steel Replacement 2021 | Date Exported: 12/6/2021

EXHIBIT B

COST ESTIMATE FOR REPAVEMENT WORK

SWG Work Order	Area of Work	Square footage of paving required
WR 4174655	Industrial Avenue - Entire Length	21,679
WR 4174772	Shop Street - Entire Length	54,568
WR 4174772	D Street – Lake Tahoe Boulevard to Julie Lane	36,803
WR 4179325	Julie Lane – Lake Tahoe Boulevard to F Street	49,802
WR 4179323	F Street – Tata Lane to Margaret Avenue	7,705
WR 4179325	F Street - Margaret Avenue to Julie	3,389
WR 4179321	Delta Street – Entire Length	10,353
WR 4181017	Margaret Avenue – Delta Ave to B Street	3,471
WR 4181017	B Street – Julie Lane to Tata Lane	10,213
WR 4185998	B Street – Tata Lane to Bonanza Avenue	4,968
WR 4181017	Dedi Ave – Delta Street to B Street	4,342
WR 4179322	Kyburz Avenue – Melba Drive to E Street	26,568
WR 3626209	Jean Ave – Helen Avenue to Winnemucca Avenue	12,528
WR 3626209	Winnemucca Avenue – Barton Avenue to cul-de-sac	63,310
WR 3626205	Barton Avenue - Winnemucca Avenue to Grocery Outlet	11,978
WR 3626205	Helen Avenue - Truckee Drive to Winnemucca Avenue	12,663
WR 3626205	Barton Avenue – Winnemucca Avenue to Second Street	15,210
WR 3626205	Helen Avenue - Third Street to Winnemucca Avenue	20,160
WR 3626209	Elm Avenue – Entire Length	6,950
	Total	376,660

The City performed an economic analysis and determined that the cost of paving has not increased since the last reimbursement agreement was executed, so the City will not require a CPI adjustment to the agreed upon price per square foot. The payment rate of $5 per SQFT for paving will be used.

City shall contact SWG if the square footage of paving required is different from the 376,660 SQFT calculated above.

Estimated total payment $1,883,300.00.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

January 4, 2022

Amending the FY 21-22 Street Overlay Program Fund Budget

BACKGROUND

A. In the Spring of 2019, Southwest Gas Corporation (SWG) commenced work on an annual project to repair and replace vintage steel pipe gas lines which are located under certain streets within the City. The 2021 Vintage Steel Pipe Replacement Project was located on Industrial Avenue, Shop Street, D Street, Julie Lane, F Street, Delta Street, Margaret Avenue, B Street, Dedi Avenue, Kyburz Avenue, Jean Avenue, Winnemucca Avenue, Barton Avenue, Helen Avenue, and Elm Avenue of South Lake Tahoe.

B. In accordance with a Franchise Agreement between the City and SWG dated August 30, 2017, SWG performs gas main and service line replacements and repairs that include cutting or grinding the pavement surface to allow trenching and subsurface excavations within the City's public rights-of-way.

C. As provided in the Franchise Agreement, after making gas line repairs, SWG is required to repair the section of the road impacted by the gas line repairs in accordance with the City's Public Improvements and Engineering Standards (PIES).

D. The City's PIES requires full-width traffic lane pavement surface grinding and asphalt concrete overlay, two inches in depth where trenching work extends 250 linear feet or more. In addition, transverse pavement trenching in excess of 3 road-cuts within 250 lineal feet of roadway also require full-width traffic lane(s) of pavement surface grinding and asphalt concrete overlay, two inches thick.

E. For the purpose of the 2021 Vintage Steel Pipe Replacement Project, SWG prefers to limit the extent of pavement repair work performed by SWG and SWG prefers to reimburse the City for the cost of pavement grinding and overlay of City streets required in accordance with the City's PIES.

F. For the purpose of the 2021 Vintage Steel Pipe Replacement Project, the City prefers receipt of payment from SWG in lieu of SWG performing the standard PIES required pavement grinding and overlay work.

G. The City has an annual pavement rehabilitation program that may involve grinding or pulverizing the full street width of existing pavement surfaces and paving streets with asphalt concrete pavement.

H. The City routinely enters in to public works contracts to maintain City roads and may achieve economies of scale by including more road sections in future contracts.

I. The parties desire to enter into this Reimbursement Agreement to achieve efficiencies and better service for their respective customers.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe hereby:

1. Authorizes and directs the Mayor to execute the agreement with Southwest Gas attached hereto as Exhibit A; and

2. Amends the Street Overlay Program account (301-50005) by appropriating $1,883,300 of in fee in lieu of paving funds from Southwest Gas into revenue code 34415 and expense code 48030 for the purpose of funding the 2022 Road Rehabilitation Project.

Adopted by the City of South Lake Tahoe City Council on January 4, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 4.

Agenda Item: Resolution Accepting and Appropriating $475,000 in TRPA Mitigations Funds to the Tahoe Valley Greenbelt & Stormwater Improvement Project

Executive Summary: Project improvements proposed with the Tahoe Valley Greenbelt & Stormwater Improvement Project require purchasing property from the McDonald's Corporation and an easement from Prince Harold Properties. In July 2021, the TRPA Governing Board approved $425,000 of Air Quality Mitigation Funds for property acquisitions and $50,000 in Water Quality Mitigation Fund interest to fund design and permitting. The resolution accompanying this staff report accepts the TRPA Mitigation Funds and appropriates the funding to the Tahoe Valley Greenbelt and Stormwater Improvement Project. Negotiations with McDonald's and Prince Harold Properties will result in purchase agreements.

Requested Action / Suggested Motions: Pass a Resolution accepting and appropriating $475,000 in TRPA Mitigation Funds to the Tahoe Valley Greenbelt & Stormwater Improvement Project.
Responsible Staff Member: Stan Hill, Engineering Manager

Responsible Staff Member: Stan Hill, Engineering Manager (530) 542-6039

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report TRPA Mitigation Funds-2.docx
02-Project Location Map.pdf
03-Property Acquisition Map.pdf
04-Resolution TRPA Funding 20220104.doc

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 4, 2022

Title: Accept and Appropriate TRPA Mitigation Funding to Tahoe Valley Greenbelt and Stormwater Improvement Project

Location: Tahoe Valley drainage watershed, inclusive to the "Greenbelt" area located behind The Crossing (AKA "factory stores") at the South Y and the drainage watershed extending between west F Street down to Tahoe Keys Blvd (see Attachment 02-Project Location Map).

Responsible Staff Member: Stan Hill, Engineering Manager (530) 542-6039

Background: The City Council adopted the Tahoe Valley Area Plan on June 2, 2015, which includes the Tahoe Valley Greenbelt and Stormwater Improvement Project as a vital environmental and community improvement project. Improvements envisioned with the Tahoe Valley Greenbelt and Stormwater Improvement Project provide multiple benefits as follows:

- Stormwater collection, conveyance, and treatment;
- Stream environment zone (SEZ) enhancements;
- Bicycle and pedestrian trail improvements; and
- Recreational amenities within the core of the Tahoe Valley town center (Greenbelt area).

The Greenbelt includes an area-wide stormwater treatment system designed in conjunction with the Tahoe Valley Stormwater Improvement elements in the watershed above and below the Greenbelt area. Proposed Project improvements will lead to a reduction of pollutant loads entering the Upper Truckee River and Lake Tahoe. Improvements within the Greenbelt area include reconstruction of existing bike trails, construction of new bike trails, pedestrian walkways, and installation of playground equipment in the open forested area behind "The Crossing" stores.

Public Works has determined the Project will require two construction seasons to complete. Phase 1 of the Project will extend between west F Street down to Emerald Bay Road and the area between U.S. Highway 50 (AKA Lake Tahoe Blvd) down to Tahoe Keys Blvd. Phase 2 is the area located between Emerald Bay Road and Lake Tahoe Blvd, which is defined as the Greenbelt area. Phase 1 construction is scheduled to occur in 2022 and Phase 2 construction is scheduled for 2023.

Total Project construction cost is expected to be in the range of $12.5 million to $13.5 million. On February 16, 2020, Public Works was informed of a $6,922,904 grant award by the State Water Resources Control Board (SWRCB). The Proposition 1 grant agreement is pending SWRCB approval of reorganizing the Project into Phase 1 and Phase 2 plan sets with phased Project estimates demonstrating which Project phase will include the required stormwater related improvements represented within the grant application.

The SWRCB grant requires a 10% local match. City Council agreed to provide the 10% grant match before Public Works pursued the SWRCB grant and within a SWRCB required resolution memorializing the City's commitment to provide the local 10% match. The Public Works continues to pursue the remaining grant funding needed to complete the entire Project.

Issue and Discussion: Project improvements are proposed on City-owned properties, affected California Tahoe Conservancy property, and private property that Public Works desires to purchase. The property the City intends to purchase is owned by the McDonald's Corporation (see Attachment 03-Property Acquisition Map).

At the July TRPA Governing Board meeting, the Board approved Public Works' request for $425,000 of Air Quality Mitigation Funds for the purchase price and closing costs of the two properties needed for construction of the Project. Public Works also requested $50,000 of Water Quality Mitigation interest to cover remaining design expenses that are not reimbursable by other grants acquired for the Project.

In addition to the two McDonald's properties, an easement is needed on the parcel currently owned by Prince Harold Properties and occupied by CVS Pharmacy. Although Public Works inquired about an in-fee purchase of the small area of property located behind CVS Pharmacy, the property owner prefers to maintain ownership of the property. However, the owner is willing to sell the City an easement to allow construction of proposed pedestrian trail improvements.

Financial Implications: The use of TRPA Mitigation Funds for the purchase of the McDonald's property in fee and the Prince Harold Properties easement does not directly affect the City's General Fund. Funding requested and approved by the TRPA Governing Board is sufficient to complete the needed property purchases and cover all related purchase closing costs.

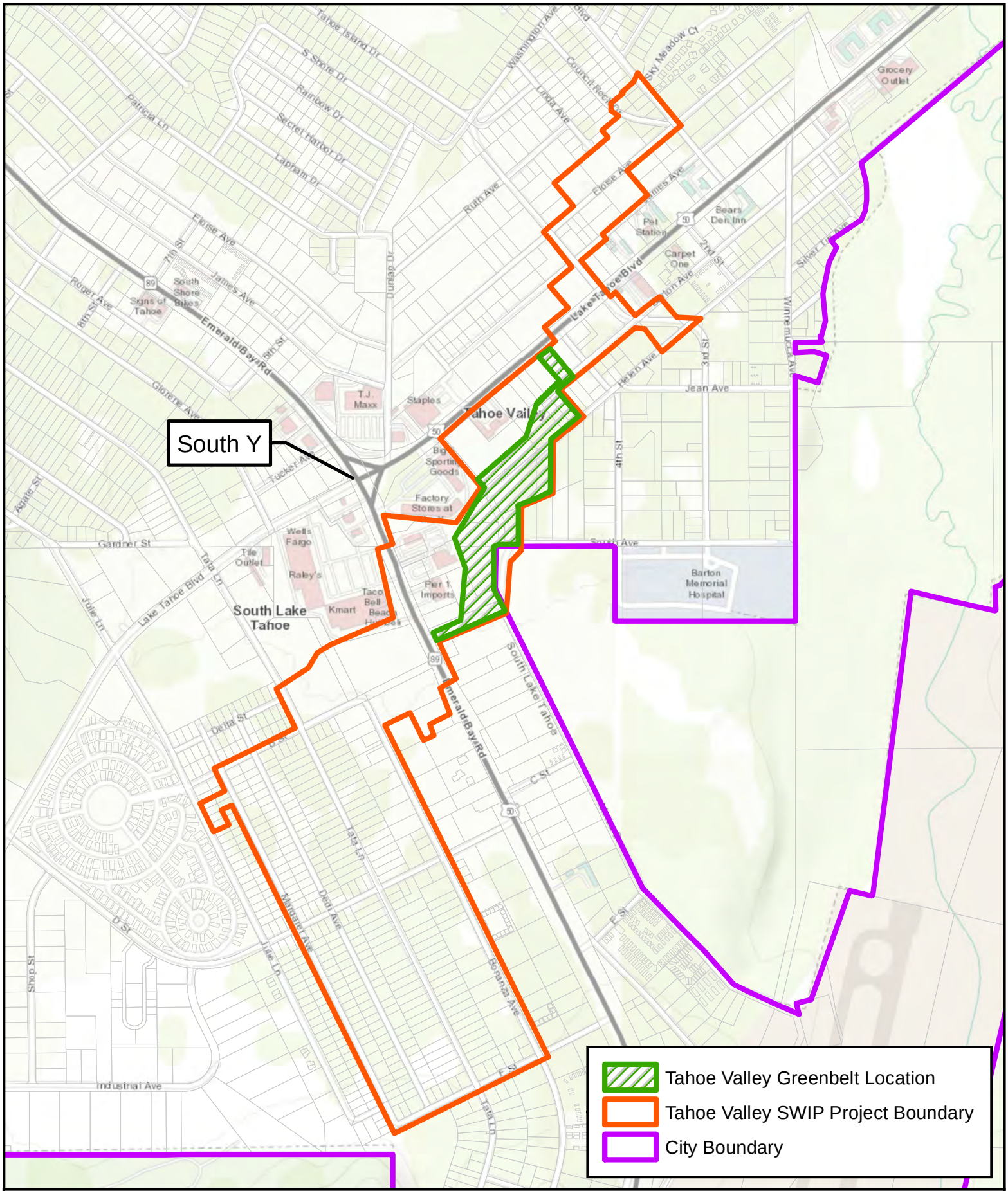
Actions included with the accompanying resolution include the acceptance of TRPA Mitigation Funds approved by the TRPA Governing Board for acquisitions and miscellaneous design and permitting expenses for work not reimbursable by other design and permitting funding. In addition to accepting the TRPA Mitigation Funds, the resolution appropriates the funding to the Tahoe Valley Greenbelt and Stormwater Improvement Project for property acquisitions and project design. The TRPA Mitigation Funds do not include any required local matching funds.

Environmental Considerations: The Planning Commission adopted the CEQA, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for the Project on May 9, 2019. The Project TRPA and Lahontan permitting will be completed before construction of Project improvements.

A wetland delineation study was conducted within the existing drainage alignment. The study confirmed existing wetlands are located within the Project area. Public Works' design and permitting consultant, Cardno recently submitted applications for State Water Resources 401 permit, U.S. Army Corp of Engineers 404 permit, and California Department of Fish & Wildlife, Stream Alteration permit. The noted permits must first be obtained before work can occur within lower drainageways of the Greenbelt area (Phase 2).

Policy Implications: Completing project improvements will assist with meeting the sediment and nutrient reductions mandated by the Lake Tahoe Total Maximum Daily Load (TMDL) program. Fulfilling mandated TMDL reduction goals will assist with maximizing residential housing allocations under TRPA Code section 50.5.2.E.2 (Distribution and Administration of Residential Allocations – TMDL Implementation).

The proposed resolution appropriates the TRPA Mitigation Funds to be used for needed property acquisitions and to supplement design costs that are not included as a part of work authorized under the existing Conservancy grant the City was awarded in 2020. City Council's adoption of the proposed resolution will provide the needed funding to the Tahoe Valley Greenbelt and Stormwater Improvement Project (301-40030-48020 and 301-40030-48040) to complete the property purchases and provide additional project design funding to complete the Project bid documents.



CITY OF SOUTH LAKE TAHOE

Department of Public Works - Engineering Division

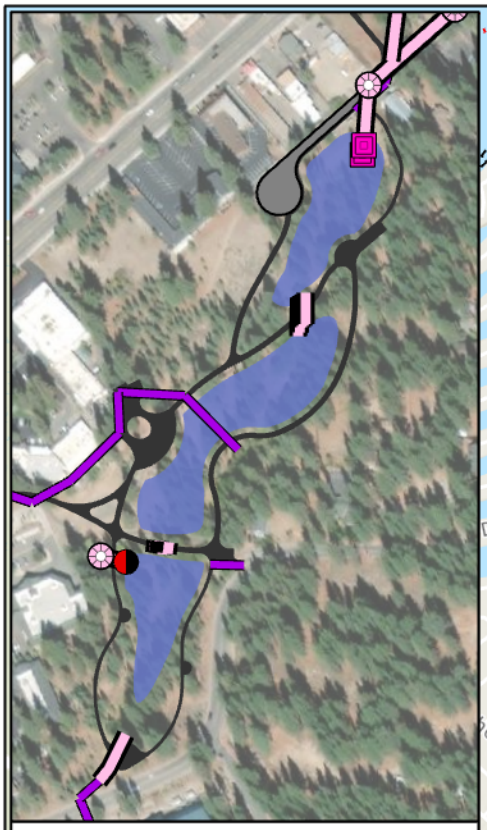
Tahoe Valley Storm Water Improvement Project Area Map

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0 500 1,000

Feet

Document Path: \\sltpublicworks\public works\GIS files\Projects\Engineering\TahoeValleyGreenbelt\TahoeValleyGreenbeltProjectMap.mxd 12/1...

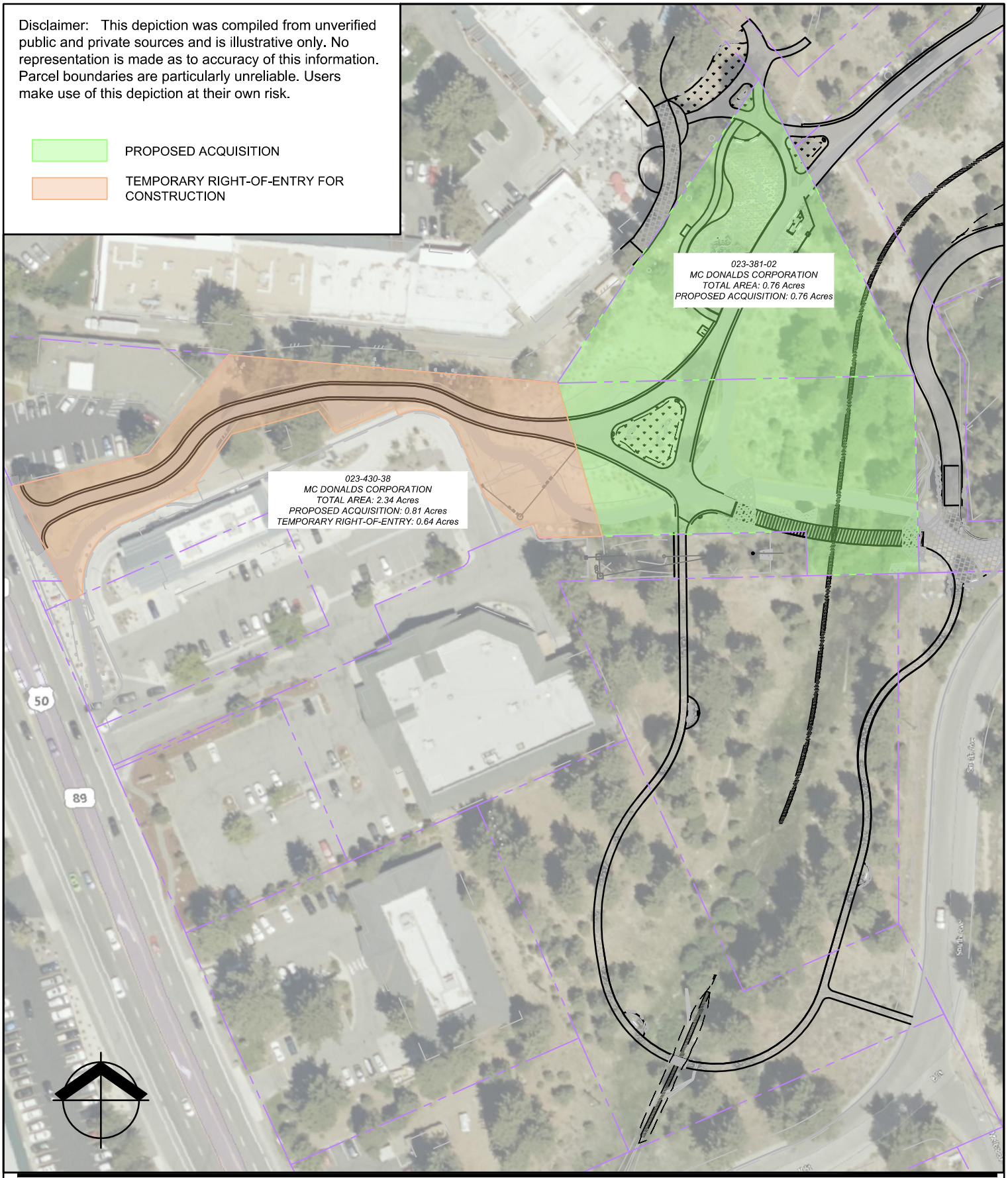


Detailed view of Greenbelt

Tahoe Valley Stormwater and Greenbelt Improvement Project
Stormwater Treatment and Benefit Areas

Public Works Department - Engineering

CITY OF SOUTH LAKE TAHOE



FOR INFORMATION ONLY

Project Exhibit
Tahoe Valley Greenbelt Improvement Project

City of South Lake Tahoe
South Lake Tahoe, Californina

PROJECT NO.	TVGS
DATE:	12/02/21
BY:	Cardno
SCALE:	1"=100'
SHEET NO.	1

Resolution No. 2022-_____

Adopted by City of South Lake Tahoe City Council

January 4, 2022

Resolution Accepting and Appropriating Tahoe Regional Planning Agency (TRPA) Air Quality Mitigation Funds and Water Quality Mitigation Fund Interest for Property Acquisitions and Design for the Tahoe Valley Greenbelt and Storm Water Improvement Project

BACKGROUND:

A. The Department of Public Works requested $425,000 in Air Quality Mitigation Funding to fund property acquisitions and $50,000 to fund design for the Tahoe Valley Greenbelt and Stormwater Improvement Project (Tahoe Valley).

B. At the July TRPA Governing Board meeting, Public Works' request for the acquisition and design funding was approved.

C. The Department of Public Works has identified two properties owned by the McDonald's Corporation and an easement on property owned by Prince Harold Properties that are essential to the Tahoe Valley project.

D. The California Tahoe Conservancy (CTC) informed Public Works the awarded Proposition 68 grant awarded for the Tahoe Valley project could not be used to complete design work in an area not identified for improvements within the Proposition 68 grant application.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Accepts the TRPA Air Quality Mitigation funds for property acquisitions and the Water Quality Mitigation Fund interest for design of the Tahoe Valley Greenbelt and Stormwater Improvement Project.

2. Appropriates the accepted funding to the following Tahoe Valley accounts.

301-40030	Revenue (33311) TRPA Water Quality Mitigation Fund Interest	(+) $50,000
301-40030	Revenue (33312) TRPA Air Quality Mitigation Funds	(+) $425,000

301-40030	Expenditure (48020) Engineering Design	(+) $50,000
301-40030	Expenditure (48040) Acquisitions	(+) $425,000

Adopted by the City Council of the City of South Lake Tahoe on January 4, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

Attest:

_____ _____

Susan Blankenship, City Clerk Devin Middlebrook, Mayor

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 5.

Agenda Item: Ratification of Amendment to Professional Services Agreement with Wood Rodgers

Executive Summary: The City executed an Agreement with Wood Rogers on December 3, 2019, for On-Call Traffic Engineering services. Since the original agreement, the Council has approved annual budget for these services, per the contract terms. The current expenditure requires a ratification of an amendment to the contract to ratify the compensation exceeding $50,000 to date and to clarify the total budget for the Agreement.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to Execute Ratification of an Amendment to Agreement with Wood Rodgers for on-call traffic engineering services, with an amended not to exceed amount of $105,000.
Responsible Staff Member: Anush Nejad, Public Works Director

Responsible Staff Member: Anush Nejad, Public Works Director (530) 542-6031

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Wood Rogers Contract Amendment Ratification.docx
02-C-149-2019 Wood Rogers City Traffic Engineer Agreement.pdf
03-Ratification of Wood Rodgers Amendment.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 4, 2022

Title: Ratification of Amendment to Professional Services Agreement with Wood Rodgers

Location: Citywide

Responsible Staff Member: Anush Nejad, Director of Public Works (530) 542-6031

Background: On December 3, 2019, the City Council authorized a formal on-call contract with Wood Rodgers, an engineering consulting firm, for on-call traffic engineering services and passed a Resolution delegated Wood Rogers as the Authority to Act as the City of South Lake Tahoe Traffic Engineer. The Agreement for services specified hourly rates, and a not-to exceed amount of $35,000 for FY 2019–2020 (Account No. 100-03210-42020). The agreement stipulated an end date of December 31, 2022, and a not to exceed compensation in the amount of $35,000 without additional written authorization from the city. Subsequently, the City Council has approved a budget of $35,000 for FY 2020-21 and $35,000 for FY 2021-2022 (Account No. 100-03210-42020), for a total of $105,000 for on-call traffic engineering services.

Issue and Discussion: Since the execution of the Agreement with Wood Rogers on December 3, 2019, the City has been approving task orders Traffic Engineering services per the approved budgets, per the contract terms. However, the compensation to date has exceeded $50,000, and Council approval is required to exceed that amount. The current expenditure requires a ratification of an amendment to the contract to ratify the exceedance and clarify the total budget for the contract.

Financial Implications: There is no fiscal impact as a result of this Amendment to the Professional Services. The budget for traffic engineering services have already been approved by the City Council with each of the budget approvals and work is within the current budget allocations.

Environmental Considerations: Approval of the Professional Services Agreement amendment is not considered a project by the California Environmental Quality Act (CEQA), because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(2)and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: None.

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CITY OF SOUTH LAKE TAHOE
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the __3____day of **December 2019** by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and **Wood Rodgers** ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue until **December 31, 2022**.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel exceed **$35,00.00** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

   a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

   b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

   c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

   d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third-party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.
City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

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ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by or on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an AM Best's rating of no less than A: VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Airport Rd.
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Airport Road, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Mark Rayback
3301 C Street, Bldg. 100-B
Sacramento, CA 95816

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

    b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;
        ii. The person's or organization's policy of maintaining a drug-free workplace;
        iii. Any available counseling, rehabilitation and employee assistance program; and
        iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

i. Will receive a copy of the Consultant's drug-free policy statement; and
ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

26. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

27. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

29. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. Time is of the Essence. Time is of the essence for this Agreement.

31. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

32. Debarment and Suspension Certification

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner,

director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

B. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By Signed in counterpart
Jason Collin, Mayor

CONSULTANT:

By 
Mark Rayback, Principal

Business License #: 002441

APPROVED AS TO FORM:

By Signed in counterpart
City Attorney

ATTEST:

By Signed in counterpart
City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

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CITY OF SOUTH LAKE TAHOE:

DocuSigned by:

By _____
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Jason Collin, Mayor

CONSULTANT:

By Signed in counterpart
Mark Rayback, Principal

Business License #: _____

APPROVED AS TO FORM:

DocuSigned by:

By Heather Stroud
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Heather Stroud, City Attorney

ATTEST:

DocuSigned by:

By _____ 12/10/2019
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Susan Blankenship, City Clerk

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

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EXHIBIT A

SCOPE OF SERVICES

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Exhibit A

On-Call Traffic Engineering Services

SCOPE OF WORK

Traffic Engineering work performed on behalf of the City of South Lake Tahoe shall be performed on an on-call basis. Although various work tasks and responsibilities are listed below, the work tasks and budget for each assigned activity shall be first approved by the Director of Public Works before consultant, Wood Rodgers begins an on-call work activity.

- Compile, classify, and map traffic collisions within the City as reports from law enforcement become available.
- Utilize National Data & Surveying (NDS)/All Traffic Date (ATD) to provide radar speed surveys and all types of traffic count data collection service, either for special cases, or to continue the City's routine traffic data gathering.
- Conduct scheduled, proactive review of Traffic Control Devices (TCD) in the City, in accordance with City traffic ordinances and codes, including pavement markings, signage, and traffic signals.
- Investigate and correct site-specific, non-recurring traffic problems that originate from citizens, elected officials, law enforcement, or internally identified.
- Review traffic handling plans for construction projects, utility encroachments, and special events.
- Maintain, develop, and improve City traffic engineering policies, practices, and standards.
- Provide technical advice leading to economic implementation of modern traffic engineering concepts such as complete streets, roundabouts, and neighborhood traffic management.
- Provide technical assistance with development projects traffic study needs and review traffic analysis submitted as a part of environmental permitting (CEQA, NEPA, TRPA).
- Act as the City of South Lake Tahoe Traffic Engineer to deliver analysis and recommendations specified within the City Code, Chapter 4.25, Motor Vehicles and Traffic and other traffic engineering duties as assigned by the Director of Public Works.

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EXHIBIT B

COMPENSATION SCHEDULE
Schedule of Fees – 2020
Fee Proposal

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EXHIBIT B - COMPENSATION SCHEDULE

Hourly Fee Schedule

Effective January 1, 2020

CLASSIFICATION	STANDARD HOURLY RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$250
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$220
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$220
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	$205
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$195
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	$175
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$165
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$150
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	$115
CAD Technician III	$150
CAD Technician II	$130
CAD Technician I	$115
Project Coordinator	$130
Project Assistant	$95
1 Person Survey Crew	$210
2 Person Survey Crew	$305
3 Person Survey Crew	$390
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 58 cents per mile.

Fee Schedule subject to change January 1, 2021.

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EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant:
Mark Rayback, Principal Engineer

By:_____

RATIFICATION OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on December 3, 2019, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Wood Rodgers Consulting, Inc. ("CONSULTANT") is hereby amended as set forth below.

RECITALS

A. After execution of the Professional Services Agreement on December 3, 2019, the City Council appropriated an additional $35,000 for FY 2020-2021 and $35,000 for FY 2021-2022 for Traffic Engineering Services.

B. The parties wish to enter into this Ratification of Amendment to the Professional Services Agreement to amend the contract Compensation to a not-to-exceed $105,000.

AMENDMENT

The terms of the Professional Services Agreement are hereby amended as follows:

Section 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in Exhibit B, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel, exceed $105,000.00. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

IN WITNESS WHEREOF, the parties have caused this ratification of the amendment to the Professional Services Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By:_____
Devin Middlebrook, Mayor

CONSULTANT

By:_____
Mark Rayback, President

APPROVED AS TO FORM:

By:_____
Heather Stroud, City Attorney

ATTEST

By:_____
Susan Blankenship, City Clerk

EXHIBIT "B"

WOOD RODGERS

FEE SCHEDULE

Effective January 1, 2022

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$240 - $295
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$225 - $260
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$205 - $245
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$190 - $235
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$180 - $225
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$170 - $210
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$155 - $200
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$145 - $190
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	$120 - $155
Designer	$90 - $100
Senior CAD Technician/Graphics Designer II	$145 - $180
Senior CAD Technician/Graphics Designer I	$135 - $165
CAD Technician/Graphics Designer	$120 - $150
Project Coordinator	$120 - $160
Administrative Assistant	$100 - $140
Construction Manager	$155 - $165
Senior Inspector II	$135 - $145
Senior Inspector I	$125 - $135
Inspector II	$115 - $125
Inspector I	$100 - $110
Senior Field Technician I	$120 - $130
Field Technician II	$105 - $115
Field Technician I	$95 - $105
1 Person Survey Crew	$165 - $220
2 Person Survey Crew	$215 - $320
3 Person Survey Crew	$280 - $410
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 56.0 cents per mile.

Fee Schedule subject to change January 1, 2023.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 6.

Agenda Item: Ratification of Amendment to Professional Services Agreement with Sactech

Executive Summary: The Finance Department utilized professional consulting services of Sacramento Technology Group, LLC (dba Sactech) to create a comprehensive Information Technology security policy. The amendment extends the term of the agreement through December 2021 allowing for staff to assess the resources and requirements for the subsequent phase.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to Execute Ratification of Amendment to Professional Services Agreement with Sactech to increase the maximum compensation to not to exceed $63,800 and extend the term to December 14, 2021.
Responsible Staff Member: Olga Tikhomirova, Director of Finance

Responsible Staff Member: Olga Tikhomirova, Director of Finance (530) 542-7431

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report Amendment PSA Sactech.docx
02-Amendent to Professional Services Agreement Sac Tech.docx
03-C-116-2020 Sacramento Technology Group Sep 2020.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 4, 2022

Title: Ratification of Amendment to Professional Services Agreement with Sactech

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Finance Director

Background: Based on recommendations by the City's Liability Insurance provider PARSAC (currently CIRA), the City procured services of and entered into a Professional Services Agreement with Sacramento Technology Group, LLC dba Sactech ("Consultant") on September 14, 2020 under a cooperative purchasing contract CMAS #3-18-70-2300AA, for a one-year term through September 2021 in the amount of $48,800 to develop a baseline written Information Security Program (WISP) based on the National Institute of Standards & Technology (NIST) Cyber Security Framework. Staff has been considering entering into the next phases to rollout the written program city wide with oversight measures, corrective action achievement, demonstrable enforcement, oversight monitors, and corrective action plans with recommendations around reasonable security policy and a road map for minimum viable privacy as required by pending privacy legislation throughout multiple US states.

Issue and Discussion: The Scope of Services for the original contract term is complete. The next phase has been initiated but required additional time, due to some difficulties in coordinating efforts during the COVID 19 pandemic and due to post-Caldor fire work priorities. Rather than entering into a contract for another year immediately, staff would like to further analyze and research the resources needed and available to complete the next phase. A ratification of an amendment to extend the term through December 2021 allows staff to explore the scope of services of the next phase and allows Sactec to present the City with a working document to review.

Financial Implications: Funds to pay for the additional three months ($15,000) are currently budgeted in account number 100-01840-42020 Professional Services. This budget will be utilized for the contract extension and services provided through December 2021.

Environmental Considerations: Award of this amendment is categorically exempt from review under California Environmental Quality Act (CEQA).

Policy Implications: A written National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF), security program with an earnest focus on reasonable control goals, teamwork, security policy, and customer value helps the City utilize new US and State of California guidelines that protect critical infrastructure,

consumer privacy, and core technologies of the city.

Policy & Program Confidentiality: Since a security program outlines all of the activities that a company performs to address cyber-risk and information security within an organization including due care when addressing data security, the City's program must remain confidential on a "need-to-know" basis as it contains prescriptive threat intelligence, collaboration, technical controls, and incident management strategies that, if revealed publicly, may be used by advanced persistent threat actors to attack and compromise city resources. Subsequent phases will introduce public facing documents and a privacy program aspect that will include "need-to-know" information for citizens, visitors, and any applicable online consumers minimum viable information to exercise their data privacy rights when interacting with the City of South Lake Tahoe.

RATIFICATION OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement entered into on September 14, 2020, between the City of South Lake Tahoe, a municipal corporation ("CITY") and Sacramento Technology Group, LLC dba Sactech ("CONSULTANT") is hereby amended as set forth below.

The terms of the Professional Services Agreement are hereby amended to read as follows:

> Section 2. Term/Time of Performance. The services by Consultant were to commence upon the execution of the Agreement and continue for one year through September 2021. This ratification of amendment extends the term of agreement through December 2021. Consultant shall perform the services set forth in this Agreement and shall provide said services as specified in this Agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect. This Amendment extends the term by three months to complete phase one of the Scope of Services as specified in Exhibit A and initiate phase 2. In addition, Staff would like to further analyze and research the resources available utilizing the current study prior to moving forward into phase 2.
>
> Section 3. Compensation. Exhibit B, "Compensation Schedule," as attached to the Agreement was not to exceed $48,800. This amendment proposes the additional compensation set forth below and attached and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement. This Amendment proposes the following changes:

Exhibit B. Schedule of Charges and Timeline. Add the following additional budgets:

Estimated Fees (not to exceed) $15,000
Timeline: October – December 2021

Total Amended Contract (Not to Exceed): $63,800

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE

By: _____
Devin Middlebrook, Mayor

CONTRACTOR

By: _____
George Usi, CEO

APPROVED AS TO FORM:

_____
Heather Stroud, City Attorney

ATTEST:

_____
Susan Blankenship, City Clerk

CITY SEAL:

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the 14th day of September 2020 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and Sacramento Technology Group, LLC dba Sactech ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for one year.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$48,800** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership Of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be

maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings form the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all

costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City

at least thirty (30) days prior to such change. Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies.

The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Airport Rd.
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Airport Road, Suite 300
South Lake Tahoe, CA 96150

If to Consultant:

Provide a copy to: George Usi
Sactech
2740 Fulton Avenue, Suite 101-02
Sacramento, CA. 95821

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract,

Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's

Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;
ii. The person's or organization's policy of maintaining a drug-free workplace;
iii. Any available counseling, rehabilitation and employee assistance program; and
iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

i. Will receive a copy of the Consultant's drug-free policy statement; and
ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or

subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et.seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By _____
City Manager

CONSULTANT:

By _____
George Usi, CEO

Business License # ~~GNB32020-00738~~

APPROVED AS TO FORM:

By _____
City Attorney

Note: No BL required as all work will be performed remotely per e-mail attached.

ATTEST:

By _____
City Clerk
9/18/2020

Attachments:
Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

CITY OF SOUTH LAKE TAHOE 1965 CALIFORNIA

EXHIBIT A

SCOPE OF SERVICES

- Develop a baseline Written Information Security Program (WISP) based on the NIST Cyber Security Framework
- Rollout the written program city wide with oversight measures, corrective action achievement, demonstrable enforcements, oversight monitors, and corrective action plans with recommendations around policy as reasonable.
-

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees (not to exceed)	$48,800

C116-2020

Hourly Rate:	$_____/hour
Travel and out-of-pocket expenses	$_____
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	$_48,800

TIMELINE

October ~~November~~ 2020 through October 2021

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant: George Usi, CEO
Name, Title

By: _____

Proposal Concept for

CITY OF
SOUTH LAKE TAHOE

NIST® based Written Information Security Program (WISP)

September 9, 2020

Proposal ID 20200908CSF

Version 1.0

Sacramento Technology Group, LLC dba Sactech® CONFIDENTIAL 2020

CA small certified business #35606

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Article II. Proposal Summary

Section 2.01 Summary

In consideration of the need for an updated comprehensive Written Information Security Program for digital security and privacy enforcement, Sacramento Technology Group, LLC dba Sactech ("Sactech") is honored to provide the City of South Lake Tahoe ("The City") a proposal concept for a baseline Written Information Security Program based on the NIST® Cyber Security Framework with optional NIST 800-53v4 controls.

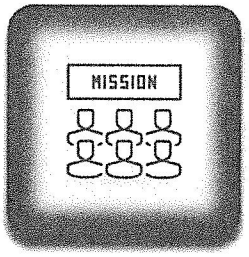
Sactech has the capability to advise your policy journey through a security program around NIST CSF using a combined open framework and progress metrics developed with NIST special publications using open guidelines and Sactech governance, metrics, and assessment portal. The engagement will proceed over the course of one year using a "crawl, walk, run," pace that introduces policy and controls ("crawl" and "walk") through June 2020 and cascades a cybersecurity mindset throughout The City with educational resources for the benefit of the city, The City industry, and community.

We will establish guardrails for The City to discover present cyber posture and potential regulatory exposures through analysis, develop a new Written Information Security Program with guideline policy, and rollout the program city wide with oversight measures, corrective action achievements, demonstrable enforcements, oversight monitors, and corrective action plans with recommendations around policy and tooling without solution prejudice.

Finally, since we are using open guidelines, The City will have the option to continue the program independently ("run" on your own) or renew their program with Sactech for an additional annual term as mutually agreed by July 1, 2021.



Responsibly Adopt a NIST Cyber Security Framework



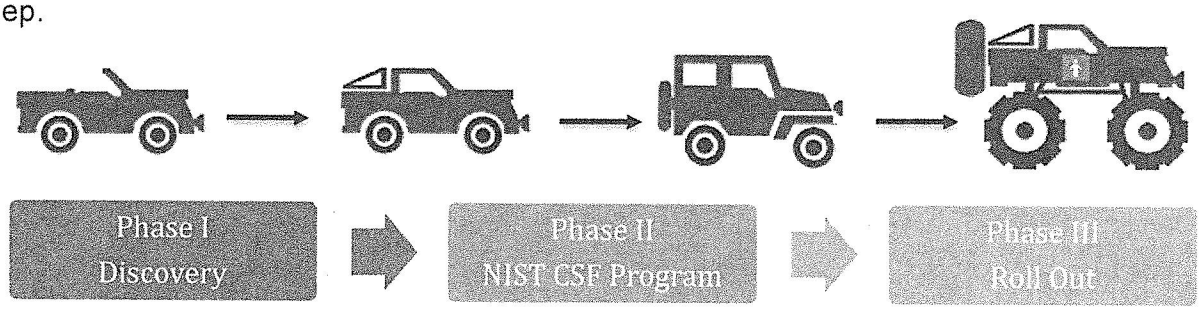
Pursue & maintain a NIST CSF based written information security policy with an earnest focus on control goals, teamwork, and customer value so The City can leverage new US and State of California guidelines that protect critical infrastructure, consumer privacy, and core technologies of the city.

Section 2.03 NIST CSF Engagement Recommendation

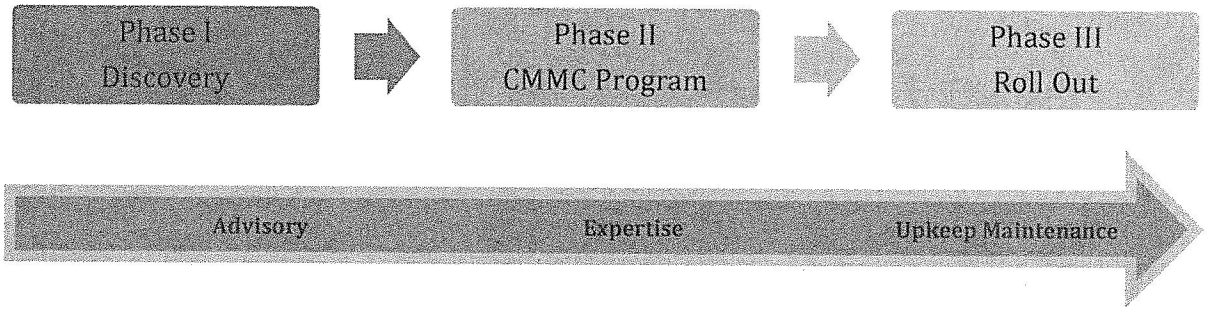
Based on discussions with your teams in the last week, we suggest a **Three-Phase Engagement approach with Upkeep Plan** that includes: **1)** Engagement through discovery, advisement, and rollout of a NIST CSF information security program and **2)** NIST Privacy program readiness assessment, and **3)** Upkeep of NIST CSF written policy and controls through Leadership Advisory, and Oversight Maintenance.

The Three-Phase Engagement will focus on the assumption that The City's need to operate securely in and Internet Delivered world has introduced new risks that require written information security policy adoption. We will start with assessments and move quickly into corrective actions in a NIST CSF Program that can be road ready, much like a rim and wheels of a vehicle, to get things rolling quickly.

You can expect the experience to be much like running a Jeep® with essential frame, engine and road tires just off the starting line that will need upgrades, weatherproofing, and a trail mechanic for a race that never ends. Moreover, depending upon the resources to support your journey, the conditions of the checkpoints, and the inspection points driven by race rules (regulations) that are changing monthly, the effort may experience schedule slippage or scope creep.



Along with your road journey to NIST CSF, we will deliver in parallel with your engagement, a **service plan of continuous assessment and oversight monitors that keep your NIST CSF program, and other regulatory needs, operating,** much like a racing team brand that fields an escort crew who commands, operates, and leads a handful of race teams to the finish line.



Section 2.04 Engagement and Upkeep Breakdown

Based on discussions with **Engagement breakdown** of the three-phase approach for The City Written Information Security Program journey and attainment are estimated as:

A) **Discovery** – A NIST CSF rollout assessment and NIST Privacy Framework readiness assessment with a selective risk assessment that utilizes prior assessment results, will be performed to produce a baseline and target metric around the NIST CSF goal line that will illuminate The City's situational control gaps for a customized NIST CSF program. The Privacy Framework results will be delivered with suggestions for departmental regulatory assessment recommendations along with legal recommendations for privacy law firms who are able to handle any follow up privacy needs for The City.

B) **Program** – Using discovery findings, we will construct a written NIST CSF framework set of base policies and plan of actions & milestones for driving mitigation of key policy-to-control gaps in a corrective action plan (ie: list of projects to consider for action). The effort will be akin to assembling the upgrade plan for our "Jeep" in motion with a "trail manager" escort.

C) **Roll Out** – We will assist The City in roll out of your NIST CSF security program with written information security policies, 3rd-party supply chain risk evaluation, and advisement on gap mitigations with a resource constrained approach, much like using what you have on hand in the vehicle to prepare for a vehicle inspection point on the trail ahead.

Together with a staffed compliance desk, the NIST CSF **Upkeep Crew** will handhold your overall written information security program while tracking rollout projects and critical program functions as required by many State laws.

Upkeep breakdown of the leadership and maintenance package:

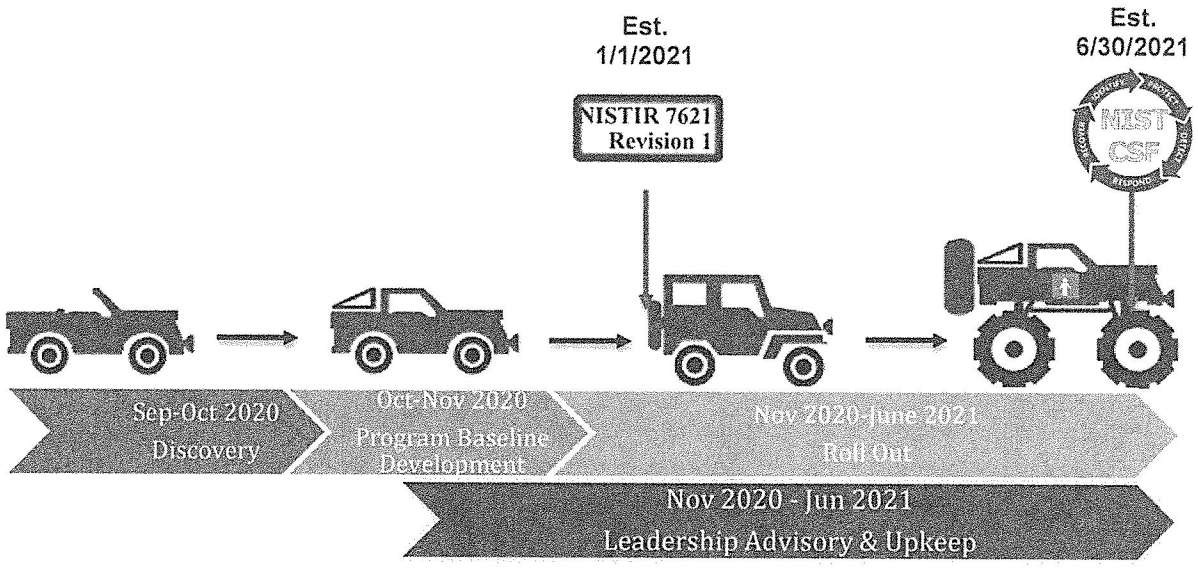
A) **Advisory** – One key leadership rolls on a fractional basis to drive NIST CSF achievement, oversee mitigation, identify procedure needs, and lead your technology teams for policy and controls interpretation much like a race manager with escort vehicle works with trail mechanics and custom-parts vendors to support your teams as they change out, upgrade, or modify your vehicle while we make sure we "keep the race rolling".

B) **Expertise** – As part of the engagement, The City will have access to "operating" cybersecurity expertise from our entire team as part of the Upkeep maintenance commitment.

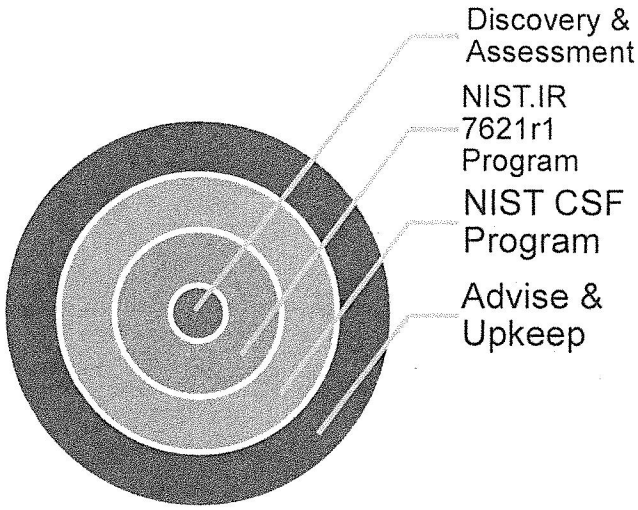
C) **Upkeep** – Delivered as a maintenance package that applies people, monitors, and meetings to keep things fresh, we include a number of "nurture" features, including, but not limited to, quarterly security-incident tracking meetings, core login and firewall anomaly reviews via our onsite hardened *NIX appliance, and annual executive metrics.

Section 2.05 Timelines

Your program is like a set of wheels being added to your framework while in motion. The overall timeline for the engagement and services will be as charted herein with a likely **NIST.IR 7621r1 achievement date on, or around, January 1, 2021** as a soft goal (we could achieve sooner or slower depending on discovery results), and a **NIST CSF achievement date on, or around, June 30, 2021**. The sooner we can surround your program with the right Leadership Advisory and Upkeep, the stronger your wheel will be during Rollout regardless of how long it may take.



Rolling out your Wheel of NIST CSF success:



Section 2.06 Your Team

Sactech team members assigned to your engagement are highlighted below. Team members are subject to change based on project needs, change orders, staff changes, or findings from assessment and discovery.

John – Engagement Oversight, Integrator with 28-years IT operational leadership driving Sactech driving program adoption around NIST.



Andrew, JD – Project Engagement Manager, Compliance Governance Lead, Client Contract Liaison, and US Navy Veteran



Matt, CISSP – Operations Lead, Network Security Engineer and US Air Force Reservist



Ben – Security compliance analyst and operator in information security assurance, awareness, and compliance desk operations.



Section 3.01 Three Phase Approach Engagement Project

Phase I – Discovery through Assessment

The outcome focus on this phase will be to understand risks, define sensitive data classifications and borders, collect documentation, and build a project plan that identifies gaps.

1) Conduct kick-off, engagement planning meeting, build engagement plan, and conduct pre-staging of technical tooling to initiate assessment;
2) Conduct NIST.IR 7621r1 / NIST CSF program education stakeholder meetings with key leaders, technology team, risk management team, and applicable department leads;
3) Obtain and review Client documentation to understand current policies, processes, procedures, systems and practices around technical, regulatory, HR, and data stewardship in sensitive data;
4) Conduct assessment of existing controls and vulnerabilities;
5) Conduct physical walk through of primary product sites for physical control violations;
6) Conduct guest handling analysis at key entry points in administrative main IT site;
7) Conduct necessary interviews based on findings;
8) Construct a mitigation project plan for the program development and rollout effort.

Phase II – Program Baseline Development

1) Conduct NIST controls gap meeting
2) Develop information security policy and program plan with two-phase approach;
3) Build Information Security Awareness Program development plan;
4) Build Incident response program development plan;
5) Initial Development of NIST CSF information security policy and program documents, addendum, and data mapping plans with "crawl then walk" methodology starting at NIST.IR 7621r1 initially with plan to achieve NIST CSF long term;

6) Conduct feedback and edit meetings for all program documentation and baseline/target metrics for NIST CSF;

7) Construct Rollout Plan and assist leaders in budget development for mitigation and mindset development;

Phase III – Rollout

1) Rollout and refinement of NIST CSF information security policy and program development documents, addendum, and data mapping plans;

2) Construct a guide plan for process and procedural development by The City (*or optionally by Sactech Partner "Labor" resources* for procedural development and/or integration);

3) vCISO and executive leadership advisement and governance baseline development;

4) Govern and lead mitigation rollout;

5) Mitigation solution governance and coordination;

6) Incident response launch meeting;

7) Security awareness training launch meetings (solution must be purchased separately);

Section 3.02 Leadership Advisory & Upkeep Subscription with "Contract Flex" Option

Subscription Maintenance deliverables include an upkeep subscription and expertise including "as needed" **virtual Chief Information Security Officer and virtual Regulatory Compliance manager ("vCISO & vRCM")**

A) **Service & Maintenance Subscription Plan Package Features** – The service offers a variety of "nurture" features that will begin on, or around, November 1, 2020 and is subject to discovery variables:

a. During engagement, vCISO, vRCM, and executive leadership by Sactech President & COO, John Riley will be provided;

b. vCISO and vRCM as needed for critical infrastructure and The City departments;

c. Technical, Leadership, and Executive checks/meetings, monthly, quarterly and annually;

d. Security Awareness Program governance;

e. Board and C-Suite presentations annually;

f. Governance and compliance desk with phone and email support;

g. Written Information Security Policy updates;

h. Passive hardened Unix collector for engagement and long term service monitors;

i. NIST CSF engagement technical leadership;

j. NIST CSF posture metrics with baseline and target metric tracking;

k. Regular engagement/status meetings on progress and barriers;

l. Mitigation tracking and oversight;

m. 3rd-party auditor interactions with solution advisement for mitigation;

n. Assistance with looming compliance-checklist with partners;

o. Marketing content development support for The City thought-leadership marketing;

p. Basic Internal vulnerability and penetration testing

q. Automated monitors to operationalize cyber security and deliver "essential" control efficacy for NIST CSF and anticipate federal/state controls;

    i. The monitors work similarly to how a race team uses fuel/temp gauges, weather apps, frame sensors, radios, and race team decals to time refueling, stay race worthy, remediate weather conditions, communicate internally on hot items, and establish loyalty with fans (customer/partner).

Section 4.01 The City Points of Contact

Key Executive Contact – TBD

Key HR Contact – TBD

IT Primary POC – TBD

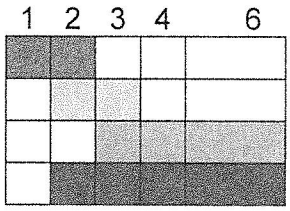
Existing IT Leader – TBD

Invoice Contact – TBD

Section 4.02 Overlap Milestone Schedule

Your CMMC Journey

Months



Discovery
NIST CSF Program Development
NIST.IR 761r1 and NIST CSF Rollout
Advisory & Upkeep

Section 5.01 Service Fees & Rollout with Upkeep Term - 9/1/2020 – 6/30/2021

Item	Duration	Description	Estimate
R1	9/1/2020-6/30/2021	All Services & Upkeep Budget	***$48,800
R3	*Advise Solutions	Controls Solutions will be referred	Negligible

CMAS Leveraged Procurement #** = 3-18-70-2300AA

*Resale Position "Without Prejudice" - We have been handling security programs long enough to recognize that every customer has a tooling and solution journey that is often recommended by the consultancy teams that work with them. We have constructed a legal and solution reference list of companies who are already following NIST frameworks to insure that your solutions supply chain can attest to meeting and using the same approach of security framework and controls that NIST offers in their library of guidelines (ie: NIST CSF, NIST.IR, 7621r1, NIST 800-53, etc). By using NIST, our clients are able to attest that they attempted to apply "minimum reasonable security" in their cybersecurity and privacy footprint.

**Invoicing Public Sector – All invoices will be billed in arrears at the end of each month in the amount of $4880. First invoice will be dated on, or around, 9/30/2020 and last invoice will be dated on, or around, 6/30/2021 at based pm CMAS terms and conditions for a CA small certified business.

***CMAS Rate Structure Titles & Rates Year 1 – Cyber Security Manager II ($306.00/hr), Sr. Program Manager ($252.24/hr), Subject Matter Expert ($255.70/hr)

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Edmund G. Brown Jr.

June 11, 2018

George Usl
Sacramento Technology Group, LLC dba Sactech
11357 Pyrites Way, Suite A1
Rancho Cordova, CA 95670

Subject: Sactech's California Multiple Award Schedule (CMAS)

CMAS Number:	**3-18-70-2300AA**
CMAS Term Dates:	**June 11, 2018 through December 12, 2022**
Base GSA Schedule No.:	**GS-35F-116AA**

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS), which we have assigned the CMAS number and term dates identified above. This CMAS number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this CMAS.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS to State and local government agencies. A copy of this CMAS can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following: **1)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **2)** CMAS terms and conditions, **3)** Federal GSA (or Non-GSA) terms and conditions, and **4)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with CMAS contractors who provide ALL of the elements described above.

To manage this CMAS, contractors are directed to the "CMAS Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select "For Suppliers/Contractors." This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, CMAS contractor's change in contact information, company name change requests, and marketing your CMAS.

It is the CMAS contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CMAS IS Q2-2018 (APR-JUN) DUE BY JUL 15, 2018.

The "Approved CMAS Contractor" logo is only available to CMAS holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx , then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this CMAS, please contact me at 916/375-4395. Thank you for your continued cooperation and support of the CMAS Program.

Bruce Fong

BRUCE FONG, Program Analyst
California Multiple Award Schedules Unit

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

Sacramento Technology Group, LLC *dba*

Sactech

CMAS NUMBER:	**3-18-70-2300AA**
SUPPLEMENT NO.:	N/A
CMAS TERM DATES:	6/11/2018 through 12/12/2022
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	March 15, 2018
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-116AA
BASE SCHEDULE HOLDER:	Leidos, Inc.

This CMAS provides for the purchase and warranty of Information Technology (IT) Consulting Services only. (See page 2 for the labor categories and restrictions applicable to this CMAS.)

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated March 15, 2018.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program. CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

Bruce Fong

Effective Date: **6/11/2018**

BRUCE FONG, Program Analyst, California Multiple Award Schedules Unit

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
SACTECH
CMAS NO. 3-18-70-2300AA

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

IT Consult-Internet Security
IT Consult-Risk Mgmt
IT Consult-Strategic Planning
IT Consult-System Security

AVAILABLE PRODUCTS AND/OR SERVICES

Only the following job titles are available within the scope of this CMAS:

Sr. Cyber Security Specialist II
Cyber Security Manager II
Information Security Manager III
Enterprise Consultant
Information Engineer
Sr. Program Manager
Subject Matter Expert

You may verify the following current information about the job titles available on this CMAS at the GSA eLibrary (using the base GSA schedule number identified below):

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)

Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Purchase of equipment, maintenance and repair, term software licenses, perpetual software licenses, maintenance of software, earth observation services, penetration testing, incident response, cyber hunt, training, electronic commerce services, health information technology services and homeland security presidential directive products and services are not available under this CMAS.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-116AA (Leidos, Inc.) with a GSA term of 12/13/2012 through 12/12/2022 including modification PS-0033.
Replace "Leidos, Inc." with "Sactech" where "Leidos, Inc. is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed, faxed or emailed to the following:

Sactech
11357 Pyrites Way, Ste. A1
Rancho Cordova, CA 95670
Attn: George Usi

Fax: (916) 848-3324
E-mail: gusi@sactech.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: George Usi
Phone: (916) 469-4104
E-mail: gusi@sactech.com

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

CMAS contractor personnel shall have the experience, education and expertise as delineated in the base contract.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Unless otherwise determined by in individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Information Technology Goods and Services:
$500,000

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at: www.dgs.ca.gov/pd/Programs/Delegated.aspx.

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI$Cal, Chapter 5 (FI$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

ORDERING PROCEDURES

1. **Purchase Orders**

   All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

   1. State Departments:

      Std. 65 Purchase Documents – State departments not transacting in FI$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at www.dgs.ca.gov/pd/Forms.aspx (select Standard STD Forms).

      FI$Cal Purchase Documents – State departments transacting in FI$Cal will follow the FI$Cal procurement and contracting procedures.

   2. Local Governmental Departments:

      Local governmental agencies may use their own purchase document for purchase execution.

   The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.
   The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. **Service and Delivery after CMAS Expiration**

   The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

3. **Multiple CMAS Agreements on a Single Purchase Order**

Agencies wishing to include multiple CMAS(s) on a single FI$Cal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.

- Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

4. **Amendments to Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FI$Cal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FI$Cal, Chapter 5.A4.1 as follows:

> If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

Sactech is a certified small business enterprise. Their Office of Small Business and DVBE Services (OSDS) certification #35606 expires on 9/30/2018.

If this certification has expired, the current expiration date for this company's certification should be verified at: caleprocure.ca.gov/pages/index.aspx or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.** See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

   b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

   - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
   - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
   - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
   - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

INTEGRATED SERVICES

Agencies are prohibited from using CMAS and/or Masters for large-scale information technology system integration projects except when specifically approved by the California Department of Technology.

CONSULTING OR PERSONAL SERVICES

To ensure sufficient expertise for all consulting or personal services, prior to issuing an order, the agency is required to review the resumes of all personnel the CMAS contractor intends to use to fulfill the order. Each agency is responsible for verifying that contractor personnel meet any education or experience requirements listed in the base contract.

Each order should contain, as a minimum, a description of the task, a statement of the contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated starting date, the scheduled completion date, and a fixed cost for each task.

The aggregate of the fixed costs for all tasks constitutes the fixed price ceiling for all tasks described.

1. **Progress Payments**

   For an IT service CMAS, see the CMAS IT Terms and Conditions, Provision #75, CMAS Progress Payments & Risk Assessment.

   For a Non-IT service CMAS, see the CMAS Non-IT Services Terms and Conditions, Provision #41, Progress Payments.

2. **Outsourcing Services**

   Careful analysis must be given by State agencies to using contracted personnel rather than using civil service positions within State government.

   Government Code (GC) § 19130(c) requires that all persons who provide services to the State under conditions that constitute an employment relationship shall, unless exempted by Article VII (Section 4) of the California Constitution, be retained under an appropriate civil service appointment.

   Issuing a CMAS purchase order for services to an independent contractor is permissible when any of the following conditions set forth in Government Code (GC) §19130(b) can be met:

   - Exempt under Constitution
   - New State function and legislative authority
   - Service not available; highly specialized or
   - Technical
   - Incidental to the purchase or lease
   - Conflict of interest; need unbiased findings
   - Emergency appointment
   - Private counsel, with Attorney General (AG) approval and Governor's Office, if applicable
   - Contractor will provide deliverables that are not feasible for the State to provide
   - Training when civil service is not available
   - Urgent, temporary, or occasional services when civil service delay would frustrate the purpose (see Option 2 below)

When justified as outlined above, personal services must fall under one of the two following options:

Option 1. CMAS orders for personal services such as project management, independent verification and validation, systems analysis and design, and miscellaneous services are not limited to the number of hours or months per year that a consultant can work if the services contracted for are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system (Government Code (GC) § 19130.b (3)).

Option 2. CMAS personal services orders for programmers, systems analysts, and technical specialists which are of an urgent, temporary, or occasional nature, such that hiring additional civil service positions is not feasible, are limited to nine months (1548 hours) per consultant within a twelve consecutive month period (Government Code (GC) § 19130.b (10)/California State Constitution, Article VII, Section 5).

This provision is per agency and is inclusive of orders issued on your behalf by another agency. Contractors must wait three (3) months from CMAS order termination/expiration before submitting the candidate's resume for work at the same agency/department.

For both options above, the contractor may conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment (Government Code (GC) § 19130.b (9)).

For each order, the agency must prepare and retain in their file a written justification that includes specific and detailed factual information that demonstrates that the contract meets one or more of the conditions set forth in Government Code (GC) § 19130(b).

3. **State Personnel Board Requirements**

   State Personnel Board (SPB) approval is required for a purchase order based on cost savings to the State as justification for not using civil service personnel.

4. **Statement of Work**

   A Statement of Work (SOW) must be prepared as applicable for each purchase order. Information regarding the preparation of a SOW is available at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, then select "For State Agencies". Agencies are strongly encouraged to use this information when developing SOW requirements that will accompany the Request for Offer and the resulting purchase order.

5. **Follow-on Contracts are Prohibited**

   No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order (Public Contract Code (PCC) § 10365.5).

   Therefore, any consultant who develops a program study or provides formal recommendations is precluded from providing any work recommended in the program study or the formal recommendation.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

This provision is not applicable to this CMAS.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions.

  A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that *every* possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. **Payment Terms**

   Payment terms for this CMAS are net 45 days.

   Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. **Payee Data Record (Std. 204)**

   State Agencies not transacting in FI$Cal, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. **DGS Administrative and Incentive Fees**

   Orders from State Agencies:

   The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

   See the current administrative fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

   Orders from Local Government Agencies:

   CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

   This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

   The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. **Contractor Invoices**

   Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

   - CMAS number
   - Agency purchase order number
   - Agency Bill Code
   - Line item number
   - Unit price
   - Extended line item price
   - Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. **Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. **Credit Card**

Sactech accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. **Leasing**

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart).
If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS $Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The provision for travel expense reimbursement is included in this CMAS.

It is important the agency and CMAS contractor discuss necessary travel requirements prior to issuing the purchase order because the detail and cost (only as allowed for in the CMAS) must be included in the agency purchase order to be payable.

State agencies may only reimburse travel and per diem expenses according to State travel time and per diem rules for State employees. All travel expenses must be incorporated into the purchase order. For the current travel and per diem reimbursement rates, go to the California Department of Human Resources' website at: www.calhr.ca.gov/.

Notwithstanding the CMAS provisions, the State will not be responsible for the cost of travel to bring contractor personnel from out-of-state to the job site (unless specifically arranged by agency in advance). If requested by the agency, the State will be responsible for reimbursement of travel expenses from one California agency site to another.

State agencies should refer to State Administrative Manual (SAM) § 0774 "Travel and Related Reimbursement of Persons Not State Employees", when transportation and per diem costs are to be reimbursed by the State. Reimbursement must be supported by receipts.
Local government agencies will pay travel and per diem expenses according to their statutory requirements.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be utually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office:	(916) 376-1891
Fullerton Office:	(714) 773-2093

The California Relay Service Telephone Numbers are:

Voice	1-800-735-2922
TTY:	1-800-735-2929

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____

CMAS Number: _____

For Questions Regarding This Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Reporting Calendar Year: _____ Revision ☐

Reporting Quarter: Q1 (Jan-Mar) ☐

Q2 (Apr-Jun) ☐

Q3 (Jul-Sep) ☐

Q4 (Oct-Dec) ☐

Check Here if No New Orders for This Quarter ☐

STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: $ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: $ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): $ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: $ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.
   a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
   b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
   c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
   d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   e) **"Buyer"** means the State's authorized contracting official.
   f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
   g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
   h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
   i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
   j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
   k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
   l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
   m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
   n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
   o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
   p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
   q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
   r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
   s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.

u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

w) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.

bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract,

integrated and functioning together, and performing in accordance with this Contract.

oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. **CONTRACT FORMATION:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
   a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
   b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
   d) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
   e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **CMAS -- ASSIGNMENT:**
   a) This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, State will

not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

b) Should the State desire financing of the assets provided hereunder through GS$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **CMAS – ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
    a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
    b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
    c) Other Special Provisions;
    d) Federal GSA (or other multiple award) terms and conditions;
    e) Statement of work, including any specifications incorporated by reference herein; and
    f) All other attachments incorporated in the Contract by reference.

12. **PACKING AND SHIPMENT:**
    a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
        i) show the number of the container and the total number of containers in the shipment; and
        ii) the number of the container in which the packing sheet has been enclosed.
    b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
    c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
    a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
    b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
    c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

15. SUBSTITUTIONS: Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. INSPECTION, ACCEPTANCE AND REJECTION: Unless otherwise specified in the Statement of Work:
    a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
    b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
    c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
    d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
    e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. SAMPLES:
    a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
    b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. CMAS – WARRANTY: The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.
    a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
    b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
    c) Unless otherwise specified in the Statement of Work:
        (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

(ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.

(iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through an such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.

d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.

e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:

i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or

ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."

f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. **INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.

b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.

c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR, SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
   (i) Stop work as specified in the Notice of Termination.
   (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
   (iii) Terminate all subcontracts to the extent they relate to the work terminated.
   (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.

d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.

e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
   (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
   (ii) The total of:
      A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
      B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
      C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:
   a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
      i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
      ii) Make progress, so that the lack of progress endangers performance of this Contract; or
      iii) Perform any of the other provisions of this Contract.
   b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
   c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
   d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
      (i) completed Deliverables,
      (ii) partially completed Deliverables, and,
      (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
   e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other

materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.

h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.

b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations"; (ii) to liability under the General Provisions entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

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27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:
    a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
    b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
    a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
    b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without

obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION
   a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
   b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:
   a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
   b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.
   c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
   d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
   e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. SOFTWARE LICENSE: Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
   a) The State may use the Software Products in the conduct of its own business, and any division thereof
   b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machined-readable form, on any other State CPU until the designated CPU is returned to operation.

c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.

d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA: The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:

a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.

b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

41. FUTURE RELEASES: Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.

b) In case of an inoperative CPI, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.

c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.

b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

(i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,

(ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or

(iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or

(iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.

d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this

Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

(i) Cancel the Stop Work Order; or

(ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

(i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and

(ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

46. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

47. FOLLOW-ON CONTRACTS:

a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:

(i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any

subject of such Technical Consulting and Direction; and

(ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.

b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
   (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
   (ii) development or design of test requirements;
   (iii) evaluation of test data;
   (iv) direction of or evaluation of another Contractor;
   (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
   (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
   (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
   (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

48. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

49. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

50. NONDISCRIMINATION CLAUSE:
   a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
   b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
    a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
    b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
    c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
        (i) the assignee has not been injured thereby, or
        (ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
    a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
    b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
        (i) the dangers of drug abuse in the workplace;
        (ii) the person's or organization's policy of maintaining a drug-free workplace;
        (iii) any available counseling, rehabilitation and employee assistance programs; and,
        (iv) penalties that may be imposed upon employees for drug abuse violations.
    c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
        (i) will receive a copy of the company's drug-free policy statement; and,
        (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. SWEATFREE CODE OF CONDUCT:
    a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
    b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

56. RECYCLED CONTENT REQUIREMENTS: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
    a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
    b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

58. AMERICAN WITH DISABILITIES ACT: The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

59. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. USE TAX COLLECTION: In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

61. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to Contract with the State.

62. DOMESTIC PARTNERS: For Contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.

63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
    a) If for this Contract the Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
    b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

ADDITIONAL CMAS TERMS AND CONDITIONS

65. CMAS – CONTRACTOR'S LICENSE REQUIREMENTS: Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-

Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is $500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

66. CMAS – PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of $5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.

b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.

c) The Contractor hereby certifies by signing this Contract that:

i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein;

ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.

d) Laws to be Observed

i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty ($50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five ($25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.

ii) Worker's Compensation Insurance

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in Section 1776 of the California Labor Code.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
GENERAL PROVISIONS - INFORMATION TECHNOLOGY

67. CMAS – TERMINATION OF CMAS CONTRACT:
    a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
    b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the CMAS Contract, the CMAS Contract shall also be considered terminated on the same date.
    c) Prior to the expiration of this CMAS Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
    d) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

68. CMAS – CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

69. CMAS – Debarment Certification (Federally Funded Contracts): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

70. CMAS – PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 day notice, and are subject to the following:
    a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
    b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
    c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

71. CMAS – CONFLICT OF INTEREST:
    a) Current State Employees (Public Contract Code Section 10410):
        i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
        ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
    b) Former State Employees (Public Contract Code Section 10411):
        i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
        ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

72. CMAS – SUBCONTRACTING REQUIREMENTS:
    Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract (order), and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract (order), as applicable.

73. CMAS – RENTAL AGREEMENTS:

    The State does not agree to:
    - Indemnify a Contractor;
    - Assume responsibility for matters beyond its control;
    - Agree to make payments in advance;
    - Accept any other provision creating a contingent liability against the State; or
    - Agree to obtain insurance to protect the Contractor.

    The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

74. **CMAS – LEASE (Lease $Mart ™):** If an agency desires to lease through Lease $Mart ™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

75. **CMAS – PROGRESS PAYMENTS & RISK ASSESSMENT:** In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business.

    Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

76. **CMAS – QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

77. **CMAS – CONTRACTOR EVALUATION:** In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND SHOULD BE ACCOMPANIED BY, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW. A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. Definitions

a) **"Cloud Software as a Service (SaaS)"** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

b) **"Cloud Platform as a Service (PaaS)"** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

c) **"Cloud Infrastructure as a Service (IaaS)"** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).

d) **"Data"** - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.

e) **"Data Breach"** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.

f) **"Encryption"** - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]

g) **"Recovery Point Objective (RPO)"** - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.

h) **"Recovery Time Objective (RTO)"** - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

Terms

2. SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work,

a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the Statement of Work,

a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
    1) Acts or omission of Contractor;
    2) Acts or omissions of third parties working on behalf of Contractor;
    3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
    4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

4. SaaS and DATA SECURITY:

a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
    1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
    2) Compliance with the following:
        i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
        ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request;
        iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
        iv. Privacy provisions of the Federal Privacy Act of 1974;

3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.

c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.

d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.

e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.

f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
   1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
   2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

5. ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

6. DATA LOCATION: Unless otherwise stated in the Statement of Work and approved in advance in writing by:
1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

a) Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").

b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.

c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.

d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

9. DATA BREACH: Unless otherwise stated in the Statement of Work,

a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
    1) The nature of the Data Breach;
    2) The Data accessed, used or disclosed;
    3) The person(s) who accessed, used, disclosed and/or received Data (if known);
    4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
    5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10. DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,

a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided

to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contactor shall inform the State of:

1) The scale and quantity of the Data loss;
2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
3) What corrective action Contractor has taken or will take to prevent future Data loss.
4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

11. EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
    1) Operating system/network vulnerability scans,
    2) Web application vulnerability scans,
    3) Database application vulnerability scans, and
    4) Any other scans to be performed by the State or representatives on behalf of the State.
c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

12. DISCOVERY: Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Infrastructure as a Service and Platform as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR INFRASTRUCTURE AS A SERVICE (IaaS) AND PLATFORM AS A SERVICE (PaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). STATE AGENCIES MUST FIRST:

A. **CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;**
B. **CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;**
C. **MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.**

1. **DEFINITIONS:**

a. "Authorized Persons" means the Service Provider's employees, Contractors, subcontractors or other agents who need to access the State's Data to enable the Service Provider to perform the services required.

b. "Data Breach" means the unauthorized access that results in the use, disclosure, destruction, modification, loss or theft of the State's unencrypted Personal Data or Non-Public Data.

c. "Individually Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

d. "Infrastructure-as-a-Service" (IaaS) means the capability provided to the consumer is to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed application; and possibly limited control of select networking components (e.g., host firewalls).

e. "Non-Public Data" means data submitted to the Service Provider's IaaS or PaaS Service, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, regulation or policy from access by the general public as public information.

f. "Personal Data" means data submitted to the Service Provider's IaaS or PaaS Service that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.

g. "Platform-as-a-Service" (PaaS) means the capability provided to the consumer to deploy onto the cloud infrastructure consumer- created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

h. "Protected Health Information" (PHI) means Individually Identifiable Health Information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA) as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

i. "Security Incident" means the potentially unauthorized access to Personal Data or Non-Public Data the Service Provider believes could reasonably result in the use, disclosure or theft of the State's unencrypted Personal Data or Non-Public Data within the possession or control of the Service Provider. A Security Incident may or may not turn into a Data Breach.

j. "Service Level Agreement" (SLA) means a written agreement between both the State and the Service Provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, how disputes are discovered and addressed, and (6) any remedies for performance failures.

k. "Service Provider" means the Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.

l. "State Data" means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Service Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Service Provider.

m. "State Identified Contact" means the person or persons designated in writing by the State to receive Security Incident or Data Breach notification.

n. "Statement of Work" (SOW) means a written statement in a Contract that describes the State's service needs and expectations.

2. **DATA OWNERSHIP:**

The State will own all right, title and interest in State Data that is related to the services provided by this Contract. The Service Provider shall not access State user accounts or State Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) at the State's written request or (5) as required by law.

3. **DATA PROTECTION:**

Protection of personal privacy and data shall be an integral part of the business activities of the Service Provider to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity and availability of State information within its control and comply with the following conditions:

a. In addition to the Compliance with Statues and Regulations provisions set forth in the General Provisions – Information Technology, the Service Provider shall comply as required with:

i. The California Information Practices Act (Civil Code Sections 1798 et seq).
ii. NIST Special Publication 800-53 Revision 4 or its successor.
iii. Privacy provisions of the Federal Privacy Act of 1974.

b. All State Data obtained by the Service Provider within its control in the performance of this Contract shall become and remain the property of the State.

c. Unless otherwise set forth in the SOW and/or SLA, Personal Data and Non-Public Data shall be encrypted at rest, in use, and in transit with controlled access. The SOW and/or SLA will specify which party is responsible for encryption and access control of the State Data for the service model under Contract. If the SOW and/or SLA and the Contract are silent, then the State is responsible for encryption and access control.

d. Unless otherwise set forth in the SOW and/or SLA, it is the State's responsibility to identify data it deems as Non-Public Data to the Service Provider. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Contract.

e. At no time shall any Personal Data and Non-Public Data or processes — which either belong to or are intended for the use of State or its officers, agents or employees — be copied, disclosed or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction without the express written consent of the State except as permitted in Section 2 above.

f. **(For PaaS Only)** Encryption of Data at Rest: The Service Provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data and Non-Public Data, unless the Service Provider presents a justifiable position approved by the State that Personal Data and Non-Public Data must be stored on a Service Provider portable device in order to accomplish work as defined in the SOW and/or SLA.

4. **DATA LOCATION:**

The Service Provider shall provide its services to the State and its end users solely from data centers in the continental United States. Storage of State Data at rest shall be located solely in data centers in the continental United States. The Service Provider shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Service Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical user support or other customer support. The Service Provider may provide technical user support or other customer support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this Contract.

5. **SECURITY INCIDENT OR DATA BREACH NOTIFICATION:**

The Service Provider shall inform the State of any Security Incident or Data Breach related to State Data within the possession or control of the Service Provider and related to the service provided under this Contract.

a. Security Incident Reporting Requirements: Unless otherwise set forth in the SOW and/or SLA, the Service Provider shall promptly report a Security Incident related to its service under the Contract to the appropriate State Identified Contact as defined in the SOW and/or SLA.

b. Breach Reporting Requirements: If the Service Provider has actual knowledge of a confirmed Data Breach that affects the security of any State Data that is subject to applicable Data Breach notification law, the Service Provider shall (1) promptly notify the appropriate State Identified Contact within 24 hours or sooner, unless otherwise required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

c. **(For PaaS Only)** Incident Response: The Service Provider may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Security Incidents with the State should be handled on an urgent as- needed basis, as part of Service Provider communication and mitigation processes as mutually agreed, defined by law or contained in the Contract.

6. **DATA BREACH RESPONSIBILITIES:**

This section only applies when a Data Breach occurs with respect to Personal Data and/or Non-Public Data within the possession or control of a Service Provider and related to service provided under this Contract.

a. The Service Provider, unless otherwise set forth in in the SOW and/or SLA, shall promptly notify the appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is or reasonably believes that there has been a Data Breach. The Service Provider shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

b. Service Provider will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Service Provider to the State Identified Contact until the Data Breach has been effectively resolved to the State's satisfaction.

c. Service Provider shall quarantine the Data Breach, ensure secure access to Data, and repair IaaS and/or PaaS as needed in accordance with the SOW and/or SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.

d. Unless otherwise set forth in the SOW and/or SLA, if a Data Breach is a direct result of the Service Provider's breach of its Contract obligation to encrypt Personal Data and/or Non-Public Data or otherwise prevent its release, the Service Provider shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State (or Federal) law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by the Service Provider based on root cause; all [(1) through (5)] subject to this Contract's Limitation of Liability provision as set forth in the General Provisions – Information Technology.

7. **NOTIFICATION OF LEGAL REQUESTS:**

Unless otherwise required by law, the Service Provider shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to State's Data. The Service Provider shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice. Unless otherwise required by law, Service Provider agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Service Provider shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

8. **DATA PRESERVATION AND RETRIEVAL:**

a. For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist the State in extracting and/or transitioning all State Data in the format determined by the State ("Transition Period").

b. The Transition Period may be modified in the SOW and/or SLA or as agreed upon in writing by the parties in a Contract amendment.

c. During the Transition Period, IaaS and/or PaaS and State Data access shall continue to be made available to the State without alteration.

d. Service Provider agrees to compensate the State for damages or losses the State incurs as a result of Service Provider's failure to comply with this section in accordance with the "Limitation of Liability" provision set forth in the General Provisions - Information Technology.

e. The State at its option, may purchase additional transition services as agreed upon in the SOW and/or SLA.

f. During any period of suspension, the Service Provider shall not take any action to intentionally erase any State Data.

g. The Service Provider will impose no additional fees for access and retrieval of State Data by the State during the Transition Period.

h. After termination of the Contract and the prescribed retention period, the Service Provider shall securely dispose of all State Data in all forms. State Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.

9. **BACKGROUND CHECKS:**

As permitted or required by law, the Service Provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.

10. ACCESS TO SECURITY LOGS AND REPORTS:

a. **(For IaaS Only)** Upon request, the Service Provider shall provide reports to the State directly related to the infrastructure the Service Provider controls upon which the State account resides. Unless otherwise agreed to in the SLA, the Service Provider shall provide the State a history of all Application Program Interface (API) calls for the State account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Service Provider. The report will be sufficient to enable the State to perform security analysis, resource change tracking and compliance auditing.

b. **(For PaaS Only)** Upon request, the Service Provider shall provide reports to the State in a format as specified in the SOW and/or SLA and agreed to by both the Service Provider and the State. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

c. The Service Provider and the State recognize that security responsibilities are shared. The Service Provider is responsible for providing a secure infrastructure. The State is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SOW and/or SLA.

11. CONTRACT AUDIT:

The Service Provider shall allow the State to audit conformance to the Contract terms. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

12. DATA CENTER AUDIT:

The Service Provider shall undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit of its data centers, or its successor at its own expense. The Service Provider shall provide a redacted version of the audit report and Contractor's plan to correct any negative findings upon request. The Service Provider may remove its proprietary information from the redacted version.

13. CHANGE CONTROL AND ADVANCE NOTICE:

The Service Provider shall give advance notice (as agreed to by the parties and included in the SOW and/or SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that is expected to materially and negatively impact service availability and performance, as well as any planned downtime for such upgrades. A major upgrade is a replacement of hardware, software or firmware ware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. Service Provider may change the features and functionality of the services, without degrading them, to make improvements, address security requirements and comply with changes in law.

14. SECURITY PROCESSES:

The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Service Provider. The State and the Service Provider shall understand each other's roles and responsibilities, which shall be set forth in the SOW and/or SLA.

15. IMPORT AND EXPORT OF DATA:

The State shall have the ability to import or export data in whole or in part at its discretion without interference from the Service Provider. This includes the ability for the State to import or export data to or from other Service Providers.

16. RESPONSIBILITIES AND UPTIME GUARANTEE:

The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environment are the responsibility of the Service Provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and shall provide service to customers as defined in the SOW and/or SLA.

17. **RIGHT TO REMOVE INDIVIDUALS:**

The State shall have the right at any time to require the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. The Service Provider shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

18. **BUSINESS CONTINUITY AND DISASTER RECOVERY:**

The Service Provider shall provide a business continuity and disaster recovery plan and shall ensure that it achieves the State's Recovery Time Objective (RTO), as agreed to by the parties and set forth in the SOW and/or SLA.

19. **WEB SERVICES:**

(For PaaS Only) The Service Provider shall use Web services exclusively to interface with State Data in near real time when possible, or as mutually agreed in the SOW and/or SLA.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 7.

Agenda Item: Community Development Block Grant (CDBG) CV 2/3 Subrecipient Agreement with Tahoe Coalition for the Homeless

Executive Summary: On April 20, 2021, the City Council adopted Resolution 2021-021 authorizing and application for CDBG CV 2/3 funding in the amount of $505,632 for rehabilitation work on the Bears Den Inn Property (2250 Lake Tahoe Blvd). On September 30, 2021 the City was notified of the successful grant award. Resolution 2021-021 authorized the City Manager to accept the grant and sign the Standard Agreement. However, Council action is necessary to enter into a Subrecipient Agreement with Tahoe Coalition for the Homeless to administer the funds and execute the scope of work and Council action is necessary to appropriate the funds within the City budget.

Requested Action / Suggested Motions: Pass a Resolution appropriating budget for Community Development Block Grant Coronavirus Response (CDBG CV-2/3) funding in the amount of $505,632 and authorizing and directing the Mayor to execute a Subrecipient Agreement with Tahoe Coalition for the Homeless in the amount of $495,632 to administer the grant and execute the scope of work for rehabilitation of the Bears Den Inn property (2250 Lake Tahoe Blvd).
Responsible Staff Member: Hilary Roverud, Director of Development Services

Responsible Staff Member: Hilary Roverud, Director of Development Services (530) 542-6024

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report CDBG Grant
02-Res 2021-021 CDBG Corovavirus Response Grant.pdf
03-MOU
04-Operating Agreement.pdf
05-Resolution Subrecepient Agreement Tahoe Coalition for the Homeless
06-CDBG CV2-3 TCH Subrecipient Agreement (Exh. A to Reso)

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 4, 2022

Title: Subrecipient Agreement with Tahoe Coalition for the Homeless for Community Development Block Grant Program Coronavirus Response Round 2/3 funding for Bears Den Inn Rehabilitation

Location: 2250 Lake Tahoe Blvd (Bears Den Inn)

Responsible Staff Members: Hilary Roverud, Director of Development Services

Background: The California Department of Housing and Community Development (HCD) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program and allocates funds to CDBG eligible non-entitlement jurisdictions (such as City of South Lake Tahoe). Authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, approximately $71.2 million in CDBG coronavirus response rounds 2 and 3 (CDBG-CV 2/3) federal funds has been allocated to eligible jurisdictions in California to perform activities related to COVID-19 response and recovery.

On April 20, 2021 the City Council adopted Resolution 2021-021 authorizing an application for CDBG CV 2/3 funding in the amount of $505,632 for rehabilitation work on the Bears Den Inn Property (2250 Lake Tahoe Blvd). The Bears Den Inn property was purchased by the Tahoe Coalition for the Homeless (TCH) with state Homekey Program funds to provide housing for persons experiencing or at risk of homelessness. The property is in need of rehabilitation and property improvements in order to meet minimum building code and accessibility requirements. The CDBG CV 2/3 would fund rehabilitation work including:

- Accessibility of parking, path of travel, and main lobby
- Renovations to equip two (2) units with accessible mobility features, of which at least one (1) will include accessible communication features
- Electrical upgrades necessary to install fire/life safety improvements
- Wired 10-year tamper-proof carbon monoxide and smoke detection combination units in all residential units, common spaces, and offices.
- Fire alarm panel and internal sprinkler system

As funding allows, additional items may be incorporated into the scope of work, including general maintenance and repair work, and/or improvements required for compliance with City SRO requirements. Implementation of the rehabilitation will require preparation of construction plans by a licensed architect or engineer and construction completed by licensed contractors.

Issue and Discussion: On September 30, 2021 the City was notified of the successful grant award. Resolution 2021-021 authorized the City Manager to accept the grant and sign the Standard Agreement. However, Council action is necessary to enter into a Subrecipient

Agreement with TCH to administer the funds and execute the scope of work and Council action is necessary to appropriate the funds within the City budget.

Financial Implications: Up to 13% of CDBG-CV 2/3 grant funds may be utilized to cover general administration costs. City staff and TCH propose that most of the available administrative funds go to TCH since TCH will be responsible for project implementation and management.

Staff is recommending that the CDBG CV 2/3 funds be appropriated, consistent with the grant application, as follows:

Account Number 256-06021

Revenue (33244): $505,632
Professional Services (42020): $495,632
($55,732 - TCH General Administration, $439,900 - Activity Delivery)
Staff Time (50011): $10,000 (City)

Environmental Considerations: The proposed project that would use grant funds is categorically exempt from environmental review under CEQA Guidelines Section 15301, Existing Facilities, which exempts “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use” including “restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.”

The project qualifies for a National Environmental Policy Act (NEPA) Categorical Exclusion pursuant to 24 CFR 58.35(a). The City completed required documentation and public noticing in compliance with NEPA as part of the grant application.

Policy Implications: This action would be consistent with the Memorandum of Understanding with TCH where both parties agreed to identify opportunities to develop shared strategies to prevent and reduce homelessness experienced by South Lake Tahoe residents and committed to jointly reviewing funding opportunities available to bring financial resources to our community which serve the priorities of the City. The City’s application for the CDBG CV-2/3 funds for rehabilitation work at the Bears Den property would be a component of continuous implementation of the Operating Agreement with TCH adopted by City Council on April 20, 2021.

This action would be part of the City’s continuing emergency response to the COVID-19 crisis and is consistent with use of Federal funding provided by the CARES Act for recovery and economic stimulus in our community.

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Resolution No. 2021-021

Adopted by the City of South Lake Tahoe
City Council

April 20, 2021

A Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto from the 2020 Community Development Block Grant Program- Coronavirus Response Round 2 And 3 (CDBG-CV2 and CV3) NOFA Dated December 18, 2020

BE IT RESOLVED, by the City Council of the City of South Lake Tahoe as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of $505,632 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3Notice of Funding Availability (NOFA):

Housing Assistance - Rehabilitation of 2250 Lake Tahoe Blvd (Bear's Den) in response to COVID-19 impacts on vulnerable populations or individuals including households experiencing homelessness	**$ 505,632**

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed $0 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the City Manager to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

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SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of South Lake Tahoe held on April 20, 2021 by the following vote:

AYES: 5 (Bass, Creegan, Friedrich, Middlebrook and Wallace)
NOES: 0
ABSENT: 0
ABSTAIN: 0

Tamara Wallace
Mayor

Attest:

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

STATE OF CALIFORNIA
City of South Lake Tahoe

I, Susan Blankenship, City Clerk of the City of South Lake Tahoe,State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 20 day of April 2021.

Susan Blankenship, City Clerk of the City of South Lake Tahoe, State of California

By: _____
Susan Blankenship, City Clerk

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MEMORANDUM OF UNDERSTANDING

Between City of South Lake Tahoe and Tahoe Coalition for the Homeless

Regarding Communication, Coordination, and Collaboration

This Memorandum of Understanding ("MOU") is entered into by and between the City of South Lake Tahoe, a municipal corporation (the "City") and Tahoe Coalition for the Homeless, a California nonprofit public benefit corporation (collectively "TCH") under the terms and provisions set forth below. The City and TCH shall collectively be referred to herein as the "Parties" and individually as "Party."

RECITALS

A. The City of South Lake Tahoe is the local government entity governing South Lake Tahoe, California, a small city located in the Tahoe Basin Region of El Dorado County.

B. Tahoe Coalition for the Homeless is a small nonprofit corporation providing services to homeless residents of South Lake Tahoe, whose mission is to end homelessness in the South Shore.

C. The City of South Lake Tahoe is a community of approximately 22,000, which regularly hosts more than 100,000 visitors as a regional and world-class recreational tourist destination. As such, many of the local employment opportunities are seasonal, part-time, low-wage, and unbenefited. A large part of the City's housing inventory serves the tourist population therefore making affordable housing scarce for local families.

D. In the 2019 El Dorado County Homeless Point-In-Time Count & Survey, trained volunteers counted 613 people experiencing homelessness at the end of January. Among those counted, nearly 50% had lived in El Dorado County for their entire lives, and 80% had lived here for more than a year before becoming homeless. Additionally, 27% were currently experiencing partner violence and 38% were experiencing first-time homelessness. There were 28 minor children, of whom 9 were unsheltered, and 86 transition-aged youth (18-24 years old) - all 86 were found unsheltered. At least 77 people identified as part of a family unit and there were 61 seniors aged 62 years or older. In South Lake Tahoe, 110 individuals were counted, and certain subpopulations were disproportionately represented: African Americans were five (5) times more likely to be homeless; Native Americans, 13 times; Disabled, 3 times; and Veterans, 2 times.

E. Homelessness is a dangerous condition that frequently results in higher rates of morbidity and mortality. South Lake Tahoe's harsh alpine winters can cause serious injury and illness for unsheltered people, including hypothermia, dehydration, frostbite, and respiratory illnesses. For the past five (5) years, TCH has operated an

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emergency warm room to provide life-saving shelter to individuals, and provides motel vouchers to families until housing can be secured. These supports have grown into a comprehensive suite of outreach, prevention, and case management services which ensure that South Lake Tahoe residents experiencing instability do not risk illness, injury, or death as a result of unsheltered homelessness.

F. In addition to negatively impacting South Lake Tahoe residents experiencing homelessness, there are other direct and indirect impacts on the community. Due to lack of preventative health care and safe, stable housing, people experiencing homelessness generate a significant number of calls for services from the South Lake Tahoe Fire and Police Departments, as well as high utilization of emergency medical services administered at the area's only hospital, Barton Health. Unsheltered homelessness also negatively impacts local businesses, the tourist economy, sensitive ecological areas around Lake Tahoe, and the broader South Lake Tahoe community.

G. The Parties share a common interest in identifying solutions to prevent and reduce homelessness for South Lake Tahoe residents, especially those subpopulations considered highly vulnerable such as youth, families, seniors, and people with disabilities or serious health conditions. The ongoing COVID-19 pandemic has made these groups even more vulnerable to negative health effects and are less able to adhere to public health guidance and local mandates.

H. The City and TCH desire to enter into this MOU to describe their agreements and relationship with respect to the issue of homelessness within the city limits of South Lake Tahoe, CA.

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AGREEMENT

NOW, THEREFORE, it is hereby acknowledged, City and TCH hereto mutually agree as follows:

1. Both parties will seek to identify opportunities to develop shared strategies to prevent and reduce homelessness experienced by South Lake Tahoe residents.
2. The City will provide TCH with regular data regarding homelessness – police calls, fire and emergency transport, etc.
3. TCH will prepare and submit quarterly reports on homelessness, clients served, local programming offered, and housing availability to the City.
4. TCH will coordinate with City departments, including Development Services, Fire and Police to serve our community.
5. TCH will commit to a “local preference policy” where they will prioritize services and housing opportunities for residents of South Lake Tahoe.
6. Both parties commit to jointly reviewing funding opportunities available to bring financial resources to our community which serve the priorities of the City.
7. TCH will utilize housing inventory in a manner in which it was built and permitted, and will adhere to all applicable City land use, zoning and building codes.
8. The City will review and accept reasonable request for compliance oversight for funding awards, such as but not limited to the Homekey Grant Program, which are related to affordable and supportive housing in partnership with TCH.
9. The City Manager will coordinate with TCH and other agencies (including El Dorado County) involved in the local Continuum of Care (CoC) and Coordinated Entry System to develop regional strategies and to leverage resources.
10. Either Party may terminate this MOU at any time by written notice given to the other Party.

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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and therefore become effective as of the last date written below.

City of South Lake Tahoe

DocuSigned by:
Jason
3679671408A34A2...

Jason Collin, Mayor — Dated: 9/23/2020

Approve as to Form:
DocuSigned by:
Heather Stroud
E4DED998A572479...

Heather Stroud, City Attorney — Dated: 9/22/2020

Attest:
DocuSigned by:
2D6FDBDD39A94AF...

Susan Blankenship, City Clerk — Date: 9/22/2020

Tahoe Coalition for the Homeless

Signed — Dated: 9/22/2020

Cheyenne Purrington — Executive Director

Name — Title

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

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OPERATING AGREEMENT

Between City of South Lake Tahoe and Tahoe Coalition for the Homeless

This Operating Agreement is entered into by and between the City of South Lake Tahoe, a municipal corporation (the "City") and Tahoe Coalition for the Homeless, a California nonprofit public benefit corporation ("TCH") under the terms and provisions set forth below.

Recitals

A. The City of South Lake Tahoe is the local government entity governing South Lake Tahoe, California, a small city located in the Tahoe Basin Region of El Dorado County.
B. Tahoe Coalition for the Homeless is a small nonprofit corporation providing services to homeless residents of South Lake Tahoe, whose mission is to end homelessness in the South Shore.
C. On September 22, 2020 the City and the Tahoe Coalition for the Homeless (TCH) entered in to a Memorandum of Understanding (MOU) to describe their agreements and relationship with respect to the issue of homelessness within the city limits of South Lake Tahoe, CA. The MOU recognizes the partnership between the City and TCH in identifying solutions to prevent and reduce homelessness for South Lake Tahoe residents, especially those subpopulations considered highly vulnerable such as youth, families, the elderly, and people with disabilities or serious health conditions.
D. Since entering in to the MOU, TCH has acquired ownership of the following three hotel properties within the City, utilizing state Homekey grant funds, to provide homes for people experiencing or at risk of homelessness:

2250 Lake Tahoe Blvd, (Bears Den)
2215 Lake Tahoe Blvd, (The Bird's Nest)
1137 Emerald Bay Road, (Red Lodge)

E. The City and TCH are working in partnership to ensure the continued operation, rehabilitation and maintenance of the properties and establish this Operating Agreement to memorialize that partnership.

Agreement

NOW, THEREFORE, it is hereby acknowledged, City and TCH hereto mutually agree as follows:

Utilizing the Housing First model, TCH will provide safe, low-barrier long term housing, as well as stabilization and supportive services contributing to the mutual goals of ensuring instances of homelessness are rare, brief, and non-recurring.

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On-Site Supportive Services

1. Using the full spectrum of the County's social services resources in service of client needs, TCH and the City will strive for the ultimate goal for each client to gain the skills needed to be stable, independent and productive members of the community.
2. TCH will insure that supportive services programs and clients comply with the rules as specified in Federal, State and County housing programs.
3. TCH will work in partnership with other agencies, churches and businesses in the area to reduce duplication of services and to use best practices to serve the needs of clients at the lowest possible cost to the City.
4. TCH will maintain staffing levels necessary for delivery of residential services at each of the properties listed above, including but not limited to:
    a. 24-hour Staff
    b. Janitorial Services
    c. Site Management and Maintenance
    d. Site monitoring for fire hazard conditions
    e. Primary point-of-contact available at all times to address issues that may arise and coordinate security issues with the South Lake Tahoe Police Department.
5. TCH will set-up and provide the following facilities to residents at each property:
    a. Meal preparation area
    b. Telephone access & message services, including an ADA-compliant telephone
    c. Waste removal and disposal to include, at a minimum, an onsite dumpster and weekly refuse and recycling service from South Tahoe Refuse.

Off-Site Supportive Services

1. In addition to on-site supportive services at the property locations, TCH provides supportive services at the Red Lodge location for both housed and unhoused clients. This property has several confidential offices available, a lobby space, and a large community room that are used for the services that were previously offered at their 3rd Street Office. This new location also offers three public restrooms, one of which has a shower that is available to unhoused clients. TCH offices will support client programs for the target population.

Property Maintenance and Rehabilitation

The City supports TCH in their partnership with a private or non-profit housing developer and housing financial consultant to convert the properties from interim housing to Permanent Supportive Housing. The City and TCH will evaluate the project's competitiveness for funding programs in order to develop a proactive strategy for rehabilitation of the properties consistent with the Physical Needs Assessments (PNAs) prepared by the State of California Real Estate Services Division of the General Services Department and AEI consultants.

1. TCH will prepare a Rehabilitation Plan for each property identifying priority construction and the order of phased construction work to achieve compliance with local, regional, state and federal requirements for long term residential use. The Rehabilitation Plan will

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include design and construction cost estimates prepared by a licensed architect or engineer, which will be updated as necessary.

2. TCH and the City will jointly review funding opportunities available to rehabilitate the properties. The City will review and accept reasonable requests for compliance oversight for funding awards which are related to rehabilitation and operation of the properties as Permanent Supportive Housing.
3. TCH will maintain the properties to ensure compliance with building, housing and property maintenance code standards, and site maintenance standards as required by the applicable City Multi-Family Dwelling Inspection and Maintenance Program (City Code Chapter 6.30) or Single Room Occupancy (SRO) Program (City Code Chapter 6.15, Article VIII).
4. TCH will insure the establishment of necessary controls in place to qualify for and administer public funding programs. TCH will maintain all records required by Federal and/or State regulations pertinent to the activities funded under this Agreement. TCH shall make available to the City, all program and/or project-related records, documents, and any other financial data or records for review.
5. The term of this Agreement shall be for three (3) years commencing April 20, 2021.

CITY OF SOUTH LAKE TAHOE:

By Joe Irvin
Joseph Irvin, City Manager

Date 4/23/2021

TAHOE COALITION FOR THE HOMELESS:

By Cheyenne Purrington
Cheyenne Purrington, Executive Director

Date 4/21/2021

APPROVED AS TO FORM:

By Heather Stroud
Heather Stroud, City Attorney

Date 4/21/2021

ATTEST:

By _____
Susan Blankenship, City Clerk

Date 4/21/2021

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

January 4, 2022

Appropriation of Community Development Block Grant Coronavirus Response (CDBG CV-2/3) Funds for Rehabilitation of the Bears Den Inn Property (2250 Lake Tahoe Blvd) and Authorization of Subrecipient Agreement with Tahoe Coalition for the Homeless

BACKGROUND

A. The City has entered in to a Memorandum of Understanding with the Tahoe Coalition for the Homeless (TCH) to identify opportunities to develop shared strategies to prevent and reduce homelessness experienced by South Lake Tahoe residents.

B. The City has entered into an Operating Agreement with the TCH specifying roles with respect to properties purchased by TCH through the Homekey Program.

C. The City Council adopted Resolution 2021-021 authorizing submittal of an application for Community Development Block Grant Coronavirus Response (CDBG CV-2/3) funding in the amount of $505,632 in partnership with the Tahoe Coalition for the Homeless for the Rehabilitation of the Bear's Den Inn property (2250 Lake Tahoe Blvd).

D. On September 30, 2021 the state Department of Housing and Community Development notified the City of successful grant award.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Appropriates budgeting of the CDBG CV-2/3/ funds into account number 256-06021 as follows:

Revenue (33244)	$505,632
Professional Services (42020)	$495,632
Staff Time (50011)	$10,000

2. Authorizes and directs the Mayor to execute the Subrecipient Agreement with Tahoe Coalition for the Homeless in the amount of $495,632 to administer funding and execute the scope of work for rehabilitation of the Bears Den Inn property (2250 Lake Tahoe Blvd), attached hereto as Exhibit A.

Adopted by the City of South Lake Tahoe City Council on January 4, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor
Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN CITY OF SOUTH LAKE TAHOE
AND
TAHOE COALITION FOR THE HOMELESS
FOR
2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-
CORONAVIRUS RESPONSE ROUND 2 & 3

THIS AGREEMENT, entered this _____ day of _____, 2022 by and between the City of South Lake Tahoe (herein called the "Grantee") and Tahoe Coalition For The Homeless (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and been awarded funding from the United States Government under the CARES Act (Public Law No: 116-136) and the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) § 5301, et. seq., and Subpart 1 of the federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) § 570.480 et seq.; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2020 Coronavirus Response Round 2/3 grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Rehabilitation of the Bears Den Inn (2250 Lake Tahoe Blvd)
CDBG-CV 2 & 3 funding will support completion of all improvements listed in the Physical Needs Assessment (Attachment A) described for Tiers 1 and 3 as the minimum improvements necessary to satisfy current building code standards and allow Interim Housing with occupancies 30 days or longer. This work includes:

- Accessibility of parking, path of travel, and main lobby
- Renovations to equip two (2) units with accessible mobility features, of which at least one (1) will include accessible communication features
- Electrical upgrades necessary to install fire/life safety improvements
- Wired 10-year tamper-proof carbon monoxide and smoke detection combination units in all residential units, common spaces, and offices.
- Fire alarm panel and internal sprinkler system

As funding allows, additional items may be incorporated into the scope of work, including: items identified in Tier 2, general maintenance and repair work, and/or

improvements required for compliance with City SRO requirements. This may also include the joining of two (2) single rooms to meet square footage requirements under the SRO code, which would reduce the overall unit count by one (1) unit, from 22 to 21 units. Implementation of the rehabilitation will require preparation of construction plans by a licensed architect or engineer and construction completed by licensed contractors.

General Administration

Subrecipient will ensure completion of the activity described above in compliance with all applicable laws and regulations. Subrecipient will provide all project and contract management and administration associated with completion of the activity in a manner consistent with the funding source and will maintain documents and records necessary to demonstrate compliance. Subrecipient will provide the Grantee with documentation and information necessary to complete all grant reporting.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the low and moderate income persons National Objective by implementing rehabilitation efforts on property purchased with Homekey Program funds in order to provide long-term housing for persons experiencing or at risk of homelessness who are at high risk for serious illness and are impacted by COVID-19.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

Activity	Total Units
Activity #1	Rehabilitation of property located at 2250 Lake Tahoe Blvd (Bears Den Inn) as described in Paragraph I.
Activity #2	Subrecipient will provide housing units for at least 21 low-income persons experiencing homelessness or at imminent risk of homelessness

D. Staffing

Subrecipient commits the following staffing to delivery of the described activity:

- Executive Director (currently Cheyenne Purrington)
- Director of Housing (currently Kimberly Peterson)
- Project Manager (currently Angela Clark)
- Maintenance Technician/Design Technician/Engineer (Richard Chilcott)
- Director of Administration (Jennifer Goode)

Subrecipient shall notify Grantee of any changes in the Key Personnel assigned or their general responsibilities under this project.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start upon execution of this Agreement and end on October 28, 2023. The Scope of Service described in Paragraph I shall be completed in accordance with the following milestones:

- Within 120 days of execution: Design work procurement and contract(s) executed (Architectural, structural, civil, mechanical, electrical, etc.)
- Within 180 days of execution: Construction work procurement and contract executed (general contractor and subs)
- Within 180 days from date of execution: Building Permit application submittal to City
- Within 400 days of execution: Commence construction
- Within 600 days of execution: Construction complete and final inspection sign off from City achieved

III. BUDGET

Line Item	Amount:
Professional Services	$88,000
Construction	$351,900
General Administration	$55,732
TOTAL	$**495,632**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $495,632. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance milestones as specified in Paragraph II. It is agreed and understood that payment for work inconsistent with the performance milestones and scope of services described in this agreement shall not be provided.

Subrecipient shall submit quarterly progress reports to Grantee along with reimbursement requests which include a cover letter describing the reimbursement request as it relates to the scope of work and performance milestones along with an invoice, receipts, cancelled checks, and any other documentation necessary to support compliance with this agreement. Grantee shall provide reimbursement payments to Subrecipient quarterly upon receipt and review of reimbursement requests. Grantee is not responsible for direct payment of any goods or services procured by the Subrecipient. Grantee reserves the right to deny a request or request additional documentation to verify eligibility of an expense.

Payment will not be provided if performance milestones have not been met. Payment will also not be provided if any reimbursement requests that Grantee has submitted to the Department of Housing and Community Development (HCD) have been denied, until payment by HCD is resolved. Grantee shall make every effort to expeditiously resolve any reimbursement issues and communicate to Subrecipient the delay in reimbursement. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Subrecipient
Joseph Irvin, City Manager	Cheyenne Purrington, Executive Director
City of South Lake Tahoe 1901 Lisa Maloff Way South Lake Tahoe, CA 96150 (530) 542-6043	Tahoe Coalition For The Homeless PO Box 13514 South Lake Tahoe, CA 96151 (530) 600-2822

VI. SPECIAL CONDITIONS

If the existing tenant (Heavenly Valley, Limited Partnership) fails to vacate the premises prior to June 1, 2022, such that Subrecipient fails to gain access to the premises to conduct the repair work, then this agreement will automatically terminate and no payments will be made to Subrecipient

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets

(including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

2. Progress Reports

The Subrecipient shall submit quarterly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with City and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

1. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

2. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be

inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work

undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as

a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Grantee] [Subrecipient]

By_____ By_____

Devin Middlebrook, Mayor Cheyenne Purrington, Executive Director

Attest_____

Susan Blankenship, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #_____

_____

Heather Stroud, City Attorney

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 8.

Agenda Item: Recognized Obligation Payment Schedule (ROPS) FY 2022-2023

Executive Summary: In an effort to balance its budget, the State of California adopted Assembly Bill (AB)x1 26 on June 28, 2011, amended by AB 1484 on June 27, 2012, which suspended all new redevelopment activities except for limited specified activities as of that date and dissolved redevelopment agencies on February 1, 2012. The Successor Agency Board is required by state law to annually pass a resolution approving the ROPS.

Requested Action / Suggested Motions: Acting as the South Tahoe Redevelopment Successor Agency Board, pass a Resolution approving the Recognized Obligation Payment Schedule (ROPS) pursuant to Health and Safety Code section 34177 for the fiscal period commencing July 1, 2022, and ending June 30, 2023.
Responsible Staff Member: Olga Tikhomirova, Finance Director

Responsible Staff Member: Olga Tikhomirova, Finance Director (530) 542-7431

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report ROPS 2022-2023.docx
02-Resolution STRSA ROPS 2022-2023.docx
03-ROPS 2022-2023 (Exhibit A to Resolution).pdf

City of South Lake Tahoe
Report to South Tahoe
Redevelopment Successor Agency

Meeting Date: January 4, 2022

Title: Recognized Obligation Payment Schedule (ROPS), FY 2022-2023

Location: Citywide

Responsible Staff Member: Olga Tikhomirova, Financial Services Manager (530) 542-7431

Background:

In an effort to balance its budget, the State of California adopted Assembly Bill (AB)x1 26 on June 28, 2011, amended by AB 1484 on June 27, 2012, which suspended all new redevelopment activities except for limited specified activities as of that date and dissolved redevelopment agencies on February 1, 2012.

The suspension provisions prohibited all redevelopment agencies from a wide range of activities, including incurring new indebtedness or obligations, entering into or modifying agreements or contracts, acquiring or disposing of real property, taking actions to adopt or amend redevelopment plans and other similar actions, except actions required by law or to carry out existing enforceable obligations, as defined in ABx1 26.

Certain assets of the Redevelopment Agency were to be distributed to a Housing Successor and all remaining Redevelopment Agency assets and liabilities were to be distributed to a Successor Agency. The City elected to become the Successor Agency. The Redevelopment Agency's remaining assets were distributed to and liabilities were assumed by the Successor Agency and are recorded in the Redevelopment Obligation Retirement Private-Purpose Trust Fund (Fund 725)

Issue and Discussion:

Pursuant to Health and Safety Code section 34177(m)(1), Successor Agencies are required to prepare Recognized Obligation Payment Schedules ("ROPS") prior to each twelve-month fiscal period. The ROPS is then ratified by the Oversight Board and subsequently submitted to the County Auditor and State Department of Finance. ROPS 2022-2023 is due February 1, 2022.

Financial Implications:

The preparation and approval of this ROPS will allow the Successor Agency to continue to pay enforceable obligations of the former redevelopment agency and is required by the Health and Safety Code section 34177.

Policy Implications:

None.

STRSA Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
South Tahoe Redevelopment Successor Agency

January 4, 2022

Approving the Recognized Obligation Payment Schedule (ROPS 2022-23) pursuant to Health and Safety Code section 34177 for the fiscal period commencing July 1, 2022 and ending June 30, 2023

BACKGROUND

A. Health and Safety Code Section 34177(m)(1) provides that before each twelve-month fiscal period, successor agencies to former redevelopment agencies must prepare a Recognized Obligation Payment Schedule ("ROPS") for the enforceable obligations of the former redevelopment agency in accordance with the requirements of Section 34177 and submit the ROPS to the Oversight Board and the County Auditor's Office for approval and subsequently submit it to the California Department of Finance for review and post on the Sponsoring or Successor Agency's website.

B. The South Tahoe Redevelopment Successor Agency completed the Recognized Obligation Payment Schedule for the following period commencing July 1, 2022 and ending June 30, 2023.

C. In accordance with Health and Safety Code section 34177, a ROPS shall not be deemed valid until the ROPS is submitted to and duly approved by the Oversight Board.

D. The Board of Directors for the South Tahoe Redevelopment Successor Agency desires to adopt this resolution approving the attached ROPS in accordance with Health and Safety Code Section 34177 to provide the County Auditor and the Department of Finance with debt payment obligations over a sufficient time period to allow appropriate agencies to understand the long term debt obligations of the Successor Agency.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the Board of Directors for the South Tahoe Redevelopment Successor Agency, hereby finds, determines, resolves and orders as follows:

1. The above recitals are true and correct and are a substantive part of this resolution.
2. The Resolution is adopted pursuant to Health and Safety Code Section 34177.
3. The Board hereby approves the ROPS substantially in the form attached as Exhibit A to this Resolution and incorporated herein by reference.
4. The officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including, but not limited to, submitting the ROPS to the

Oversight Board for approval, the Controller's Office and the Department of Finance and posting on the Successor Agency's Internet Web Site.

Adopted by the Board of Directors of the South Tahoe Redevelopment Successor Agency a duly noticed meeting held on January 4, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Devin Middlebrook, Agency Chair

Attest:

_____
Susan Blankenship, Agency Secretary

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: South Lake Tahoe

County: El Dorado

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ 12,500**	**$ 12,500**	**$ 25,000**
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	12,500	12,500	25,000
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 3,955,829**	**$ 1,205,453**	**$ 5,161,282**
F RPTTF	3,925,829	1,175,453	5,101,282
G Administrative RPTTF	30,000	30,000	60,000
H Current Period Enforceable Obligations (A+E)	**$ 3,968,329**	**$ 1,217,953**	**$ 5,186,282**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

South Lake Tahoe
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 22-23 Total**	**ROPS 22-23A (Jul - Dec)**					**22-23A Total**	**ROPS 22-23B (Jan - Jun)**					**22-23B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$92,334,064		$5,186,282	$-	$-	$12,500	$3,925,829	$30,000	$3,968,329	$-	$-	$12,500	$1,175,453	$30,000	$1,217,953
6	Contracted Financial Services	Fees	10/01/ 1999	10/01/2037	Bank of New York Mellon, Willdan, Fraser & Associates	Trustee Services, arbitrage rebate calculations, continuing disclosure reports, pass through calculations	Park Avenue Area #1	10,000	N	$10,000	-	-	5,000	-	-	$5,000	-	-	5,000	-	-	$5,000
7	Contracted Legal Services	Admin Costs	10/01/ 2007	10/01/2037	Richards, Watson and Gershon	Redevelopment Dissolution Legal Costs	Park Avenue Area #1	15,000	N	$15,000	-	-	7,500	-	-	$7,500	-	-	7,500	-	-	$7,500
21	Administrative Costs	Admin Costs	01/01/ 2014	10/01/2037	City of South Lake Tahoe	Costs to Administer Successor Agency (internal debt administration, accounting financial reporting, legal and banking fees		60,000	N	$60,000	-	-	-	-	30,000	$30,000	-	-	-	-	30,000	$30,000
25	Supplemental Educational Revenue Augmentation Fund loan	SERAF/ ERAF	03/01/ 2011	10/01/2037	City of South Lake Tahoe Low-Moderate Income Housing Fund	Supplemental Educational Revenue Augmentation Fund Loan		426,210	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
26	City General Fund loan to the Redevelopment Agency for Completion of Park Avenue Project	City/ County Loan (Prior 06/ 28/11), Cash exchange	03/14/ 2004	10/01/2037	City of South Lake Tahoe General Fund	Park Avenue Project Completion costs loan	Park Avenue Area #1	5,276,219	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
27	2014	Bonds	12/08/	10/01/2034	Bondholders	Refunding of	Park	35,304,866	N	$1,745,094	-	-	-	1,249,235	-	$1,249,235	-	-	-	495,859	-	$495,859

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 22-23 Total**	**ROPS 22-23A (Jul - Dec)**					**22-23A Total**	**ROPS 22-23B (Jan - Jun)**					**22-23B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	Redevelopment Project Area No. 1 Series A Notes	Issued After 12/31/10	2014		paid by Trustee (Bank of New York Mellon)	1999, 2003, and 2004 Refunding Revenue Bonds to fund non-housing projects	Avenue Area #1															
28	2015 Redevelopment Project Area No. 1 Series A Notes	Bonds Issued After 12/31/10	09/16/2015	10/01/2035	Bondholders paid by Trustee (Bank of New York Mellon)	Refunding of 2005 Refunding Revenue Bonds to fund non-housing projects	Park Avenue Area	27,058,791	N	$2,425,694	-	-	-	2,032,847	-	$2,032,847	-	-	-	392,847	-	$392,847
29	2017 Loan Agreements (securing Authority's 2017 Refunding Revenue Bond)	Bonds Issued After 12/31/10	09/01/2017	10/01/2037	Bondholders paid by Trustee (Bank of New York Mellon)	Refunding of 2007 RDA Notes sercuring bonds to fund non-housing projects		24,182,978	N	$930,494	-	-	-	643,747	-	$643,747	-	-	-	286,747	-	$286,747

South Lake Tahoe
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/19)** RPTTF amount should exclude "A" period distribution amount.	5,264,390					
2	**Revenue/Income (Actual 06/30/20)** RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller						
3	**Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)**				842,212	4,243,507	
4	**Retention of Available Cash Balance (Actual 06/30/20)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	**ROPS 19-20 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required				
6	**Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$5,264,390**	**$-**	**$-**	**$(842,212)**	**$(4,243,507)**	

South Lake Tahoe
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
6	
7	
21	
25	
26	
27	
28	
29	

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 9.

Agenda Item: Ordinance - Bijou/Al Tahoe Community Plan Amendments (First Reading)

Executive Summary: The City of South Lake Tahoe is proposing to amend the Bijou/Al Tahoe Community Plan (B/AT CP) to allow for additional building height for public or quasi-public buildings and lower roof pitch requirements for buildings that require flatter roofs to span large interior spaces proposed within the 56-acres project area of the B/AT CP Town Center District #4. The amendments will be considered pursuant to Chapter 12 of the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, which allows local governments to adopt conforming Community Plans that contain policies and development ordinances that are consistent with and further the goals and policies of the TRPA Regional Plan.

Requested Action / Suggested Motions: 1) Pass a Motion finding that the Bijou/Al Tahoe Community Plans Initial Study/Negative Declaration/Initial Environmental Checklist adequately addresses the potential environmental impacts of the proposed ordinance and that no further environmental analysis is required to comply with the California Environmental Quality Act, 2) Pass a Motion to hold a first reading (by title only) of an ordinance amending the Bijou/Al Tahoe Community Plan to allow additional height up to 42 feet, with no minimum cross slope or roof pitch requirement for public and quasi-public facilities located in the 56-acre project area, and refer second reading and adoption to the January 18, 2022 meeting.
Responsible Staff Member: John Hitchcock, Planning Manager

Responsible Staff Member: John Hitchcock, Planning Manager 9530) 542-7472

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Ordinance - Bijou/Al Tahoe Community Plan Amendments
02-Location Map.pdf
03-AB 52 Tribal Consultation.pdf
04-Proof of Mailing.pdf
05-Tribune Proof of Publication.pdf
06-Response to Comments.docx
07-Proof of Mailing PC Dec 16 2021.pdf
08-Tahoe Daily Tribune Affadavit.pdf
09-Planning Commission Resolution 2021-18 Bijou Al Tahoe Community Plan Amendment.pdf
10-Proof of Mailing City Council Meetings.pdf
11-Tribune Proof of Publication 20211217.pdf

City of South Lake Tahoe
Report to City Council

Meeting Date: January 4, 2022

Title: Ordinance – Bijou/Al Tahoe Community Plan Amendments to allow additional height up to 42 feet, with no minimum cross slope or roof pitch requirements for public and quasi-public facilities located in the 56-acres project area (First Reading)

Location: Bijou/Al Tahoe Community Plan District #4, 56-acres (Multiple APNs)

Responsible Staff Members: John Hitchcock, Planning Manager (530) 542-7405

Background:

The City of South Lake Tahoe is proposing to amend the Bijou/Al Tahoe Community Plan (B/AT CP) to allow for additional building height for public or quasi-public buildings and lower roof pitch requirements for buildings that require flatter roofs to span large interior spaces proposed within the 56-acres project area of the B/AT CP Town Center District #4 (see Attachment 02). The amendments will be considered pursuant to Chapter 12 of the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, which allows local governments to adopt conforming Community Plans that contain policies and development ordinances that are consistent with and further the goals and policies of the TRPA Regional Plan.

Issue and Discussion:

Purpose and Need

The B/AT CP was adopted by the City in 1995. As required by the TRPA Regional Plan, the B/AT CP includes specific design standards to ensure development is compatible with the natural environment and contributes to the character and quality of the built environment.

District 4 of the B/AT CP is a “centralized public service district” where a large concentration of public and institutional uses are located. These include a recreation center, campground, sheriff’s station, police station, jail, middle school, ice arena, county offices, forest service offices, and the community college. The B/AT CP established four zoning districts, as well as design and development standards for each district. A special standard for this district allows TRPA to address height issues at the community college site on an individual project basis. The TRPA interprets this to include deviation from the community plan’s roof pitch standard, which requires that roofs have a pitch between 7:12 and 12:12. Because of the unique design characteristics required for large institutional spaces, most of the roof pitches at the college are lower than 7:12. However, this standard is only applicable to buildings located on the campus of the community

college. All other buildings/structures within District #4 would be required to have a minimum roof pitch of 7:12.

The City is proposing to construct a new multi-generational recreation center (recreation center) within District #4 and the 56-acress project area. The recreation center will be located south of Lake Tahoe Boulevard adjacent to the existing El Dorado County Library. The new recreation center will house a swimming pool, lazy river, a gymnasium, indoor track, office and meeting spaces, and a commercial-grade kitchen. The proposed design incorporates shed-style architecture, using low-pitched roofs with clerestory windows. This design was selected to provide solar access to the interior of the building, which can help reduce energy demands from lighting and heating and to also span large spaces (i.e., swimming pool, gymnasium). The proposed design is similar to many of the structures on the community college campus; however, the project cannot be approved as proposed due to TRPA height standard and the community plan standard that requires a minimum 7:12 roof pitch.

The proposed recreation center was designed for the functionality of services, energy efficiency, and its compatibility to the surrounding neighborhood and to ensure consistency with TRPA's scenic threshold standard. A strict adherence to the standard would cause a greater scenic impact and energy demand due to additional building height and greater volume. A roof pitch of 7:12 would result in exceeding TRPA's maximum height standard of 42 feet and create a greater volume of conditioned space that would be more visually intrusive and out of character with the surrounding neighborhood. High roof pitches result in a larger interior volume than needed which must be conditioned and maintained resulting in increased energy consumption and operation costs, which is contrary to the City's long-term sustainability goals. Additionally, high roof pitches increase construction costs due to additional building material necessitated by the roof pitch requirement without any added functionality and is inconsistent with environmental and community sustainability goals.

The proposed amendment would only apply to public and quasi-public structures that are located in the 56-acres project area. The objective of this action is to 1) revise the height standards in the B/AT CP District 4, specific to the 56-acres area to align with Section 37.5, which allows additional height for public services and recreation facilities, 2) encourage redevelopment in the 56-acres project area for large public or quasi-public land uses/buildings that typically require shed roofs based on their larger size, and 3) encourage high-quality designs that achieve the City's long term sustainability and environmental goals.

Initial Study

To evaluate the potential environmental impacts of the proposed amendment, the City contracted with Hauge Bruck Associates to prepare an Initial Study/Negative Declaration (IS/ND) pursuant to the California Environmental Quality Act (CEQA). The Draft IS/ND provides an analysis of the potential for the project to result in significant environmental impacts. Areas of analysis include aesthetics, agriculture and forestry, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use planning, mineral resources, noise, population and housing, public services,

recreation, transportation and traffic, utility and services systems, and additional mandatory findings of significance related to potential cumulative impacts. The analysis demonstrates that the project either has no impacts or has less than significant impacts in all of these areas and staff is recommending a Negative Declaration (ND) be adopted for the proposed amendment.

Tribal Consultation

Pursuant to state law, the City has completed requirements for consultation with Native American tribes under Assembly Bill 52 and the CEQA Guidelines (see Attachment 03). The City received a comment from the United Auburn Indian Community acknowledging the proposed project and deferring to the Washoe Tribe of Nevada and California. No other comments were received. Staff sent a notice to Chairman Serrell Smokey and Darrel Cruz, Cultural Resources Director of the Washoe Tribe of Nevada and California. At this time, no comments have been received from the Washoe Tribe of Nevada and California.

Public Comment Period and Public Noticing

The Draft IS/ND has been sent, along with a Notice of Preparation and Notice of Completion, to the California State Clearinghouse for distribution to state and regional agencies for review. The IS/ND is also available at City offices (1052 Tata Lane) and online at https://www.cityofslt.us/DocumentCenter/View/16271/Project-Summary-Page-Bijou-Al-Tahoe-Community-Plan-Amendment-20211026. The public review and comment period began October 22, 2021 and ended on November 22, 2021. A Notice of Availability and Notice of Intent, advertising the review period and the public hearing date, was mailed to all affected property owners within 300 feet on October 27, 2021 and published in the Tahoe Daily Tribune on October 29, 2021.

The City received seven public comments on the Initial Study Negative Declaration. Six comments were from members of the public and one comment was from the Tahoe Regional Planning Agency (TRPA). All comments from the public stated their opposition to the proposed amendment primary on the following grounds: scenic impacts, historic resource impacts, CEQA project segmentation and conflict of interest issues. TRPA comments primarily focused on editorial edits, project description clarification, and additional analysis in support of the proposed amendment. See Attachment 06, for comments and responses to comments prepared for the IS/ND.

A public notice was sent to all affected property owners on December 3, 2021 providing the date and time of the Planning Commission meeting to consider the B/ATCP amendments and IS/ND and was published in the Tahoe Daily Tribune on December 3, 2021 (see Attachment 07 & 08).

On December 16, 2021, the Planning Commission held a duly noticed public hearing, receive public comment, deliberated and passed Resolution 2021-18 recommending the City Council adopt the IS/ND and the Bijou/Al Tahoe Community Plan Amendments (see Attachment 09).

A public notice was sent to all affected property owners on December 17, 2021 providing the date and time of the City Council meeting to consider the B/ATCP amendments and IS/ND and was published in the Tahoe Daily Tribune on December 17, 2021 (see Attachment 10 and 11).

Environmental Considerations:

See “Issue and Discussion” section above.

Financial Implications:

None

Recommendation:

City staff recommends that the City Council pass a motion finding that the Bijou/Al Tahoe Community Plan Amendments Initial Study/Negative Declaration adequately addresses the potential environmental impacts of the proposed amendments and that no further environmental analysis is required to comply with the California Environmental Quality Act; and pass a Motion to hold a first reading (by title only) of an Ordinance (see Attachment 12) amending the Bijou/Al Tahoe Community Plan, and refer second reading and adoption to the January 18, 2022 meeting.

Policy Implications:

City of South Lake Tahoe General Plan

The proposed amendment to the B/AT CP is consistent with the goals and policies of the City of South Lake Tahoe General Plan.

56-acress project area is currently designated as recreation in the City’s General Plan. Recreation land use designation is defined as follows:

This designation provides for outdoor recreation areas, active and passive recreational uses, habitat protection, and public/quasi-public uses. This designation is applied to areas with existing and proposed outdoor recreation and areas without overriding environmental constraints.

The Land Use and Community Design Element of the General Plan include the following goals and policies to encourage development, redevelopment, and upgrades to existing development.

Goal LU-2 : To focus future commercial, multi-family residential, tourist, civic, and social gathering space development in community plan area in order to maximize incentives and create transit,-bicycle-, and pedestrian-oriented places that serve the needs of both residents and visitors.

Policy LU-2.1: Community Plan Redevelopment, Expansion, and Upgrade
The City shall encourage public and private investment in the expansion and upgrade of commercial and tourist accommodation projects within the Tahoe Valley, Bijou/Al Tahoe, and Stateline/Ski Run community plan areas and use appropriate financing tools, such as redevelopment, to achieve economic and land use goals, as determined proper to achieve this objective.

Policy LU-2.2: Community Plan Preparation, Adoption, and Implementation
The City shall periodically update and implement the four Community Plans as a way to focus development commodities and revitalization efforts.

Policy LU-2.5: Bijou/Al Tahoe Community Plan Area
The City shall encourage the creation of a viable residential neighborhood with appropriate neighborhood amenities and compatible high quality family-oriented recreation and public facilities including government offices.

Bijou/Al Tahoe Community Plan

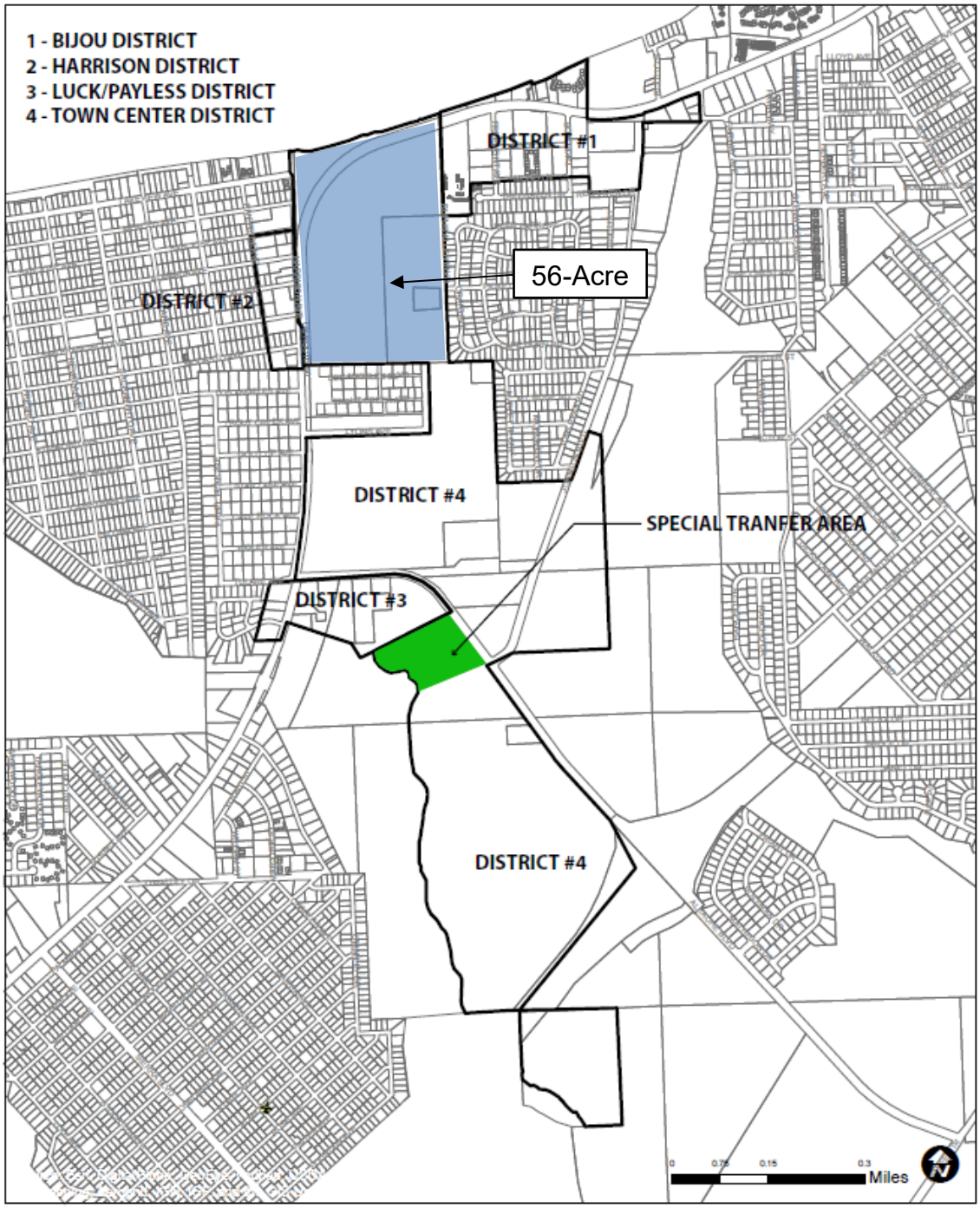
The B/AT CP was adopted by the City and states that the area " ..should serve as a family oriented and recreation center, as well as the Town Center for the local Community. To accomplish this goal, policies must encourage diversification of recreational and commercial attractions to create the high quality development expected in a family oriented resort area." The proposed amendments will further the goals of the B/AT CP by encouraging the redevelopment of an infill site with high quality recreation opportunities with development that complements the overall natural setting.

The proposed amendments are consistent with the B/AT CP "Town Center" designation, encouraging the relocation of city, county, state, and federal offices to the district and expanding recreational activities within the district and immediate surrounding areas.

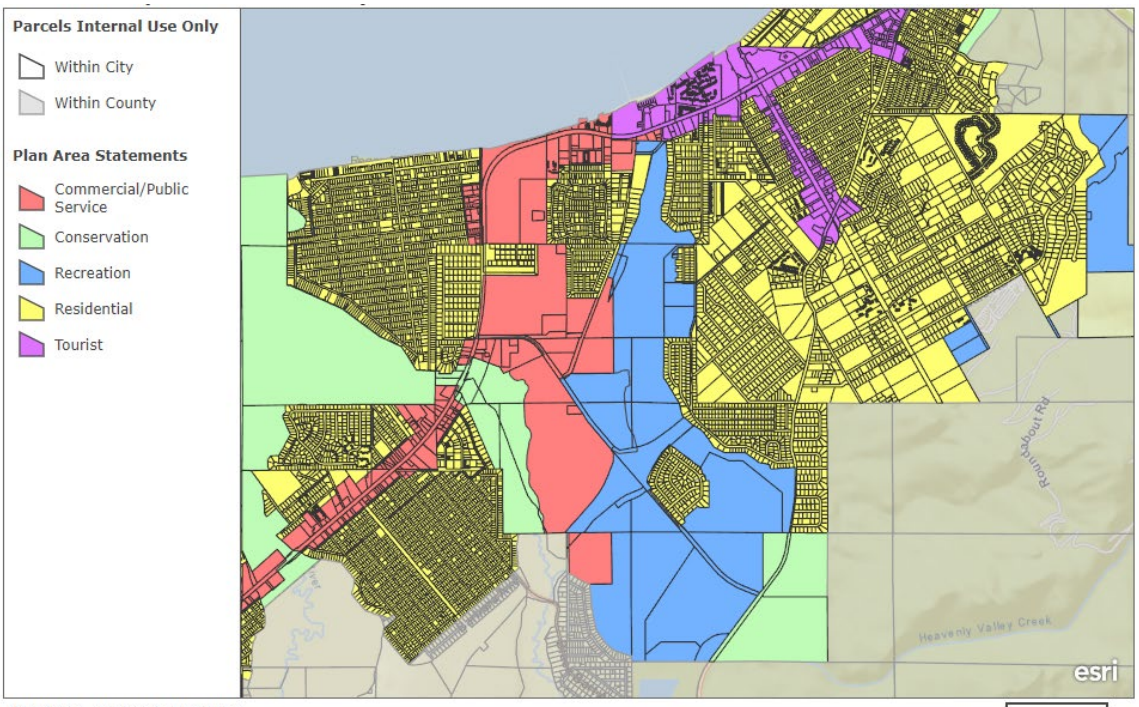
In addition, the proposed B/AT CP amendment is consistent with the following policy:

Policy A: Establish four unique, separate districts.
Town Center District. Areas currently described as Campground by the Lake, South Tahoe Middle School, John Boulevard areas and Lake Tahoe Community College shall be combined to accommodate the following uses: Commercial (public service support orientation, or receiving area for transfer of SEZ/Scenic Corridor), Public Service, Recreation, and designation as a "Special Events Area."

ATTACHMENT 02



ATTACHMENT 02



Plan Areas - Updated June 2017

CITY OF SOUTH LAKE TAHOE
Development Services Department, Planning Division
1052 Tata Lane, South Lake Tahoe, CA 96150
Phone (530) 542-6010 • Fax (530) 541-7524
Web address: www.cityofslt.us

February 24, 2021

United Auburn Indian Community
Chair Gene Whitehouse
10720 Indian Hill Road
Auburn, CA 95603

RE: Tribal Cultural Resources under the California Environmental Quality Act, AB 52, Formal Notification of Determination that a Project Application is Complete, pursuant to Public Resources Code (PRC) § 310080.3.1.

The City of South Lake Tahoe Planning Division is reviewing an application for the following project: Bijou/Al Tahoe Community Plan Amendment.

Below please find a description of the project, a description of the project location, and the name of our project point of contact, pursuant to PRC § 21080.3.1(d). Enclosed for your review are figures showing locational information regarding the proposed project.

Project Description:
The City of South Lake Tahoe is proposing to amend the Bijou/Al Tahoe Community, which was adopted in October 1995, to allow additional height up to 42 feet for publicly owned buildings located in District #4 of the Bijou/Al Community Plan. The maximum height would further be limited to properties that are commonly referred to as 56-Acres. In addition, the plan would be amended to delete an architectural standard that requires a minimum roof pitch of 7:12.

Location:
Please see enclosed exhibit for location of District #4 of the Bijou/Al Tahoe Community Plan.

Point of Contact:
John Hitchcock
Planning Division
1052 Tata Lane
South Lake Tahoe, CA 96150
(530) 542-7472
jhitchcock@cityofslt.us

Pursuant to PRC § 21080.3.1(b), you have 30-days from the receipt of this letter to request consultation, in writing, with the Planning Division.

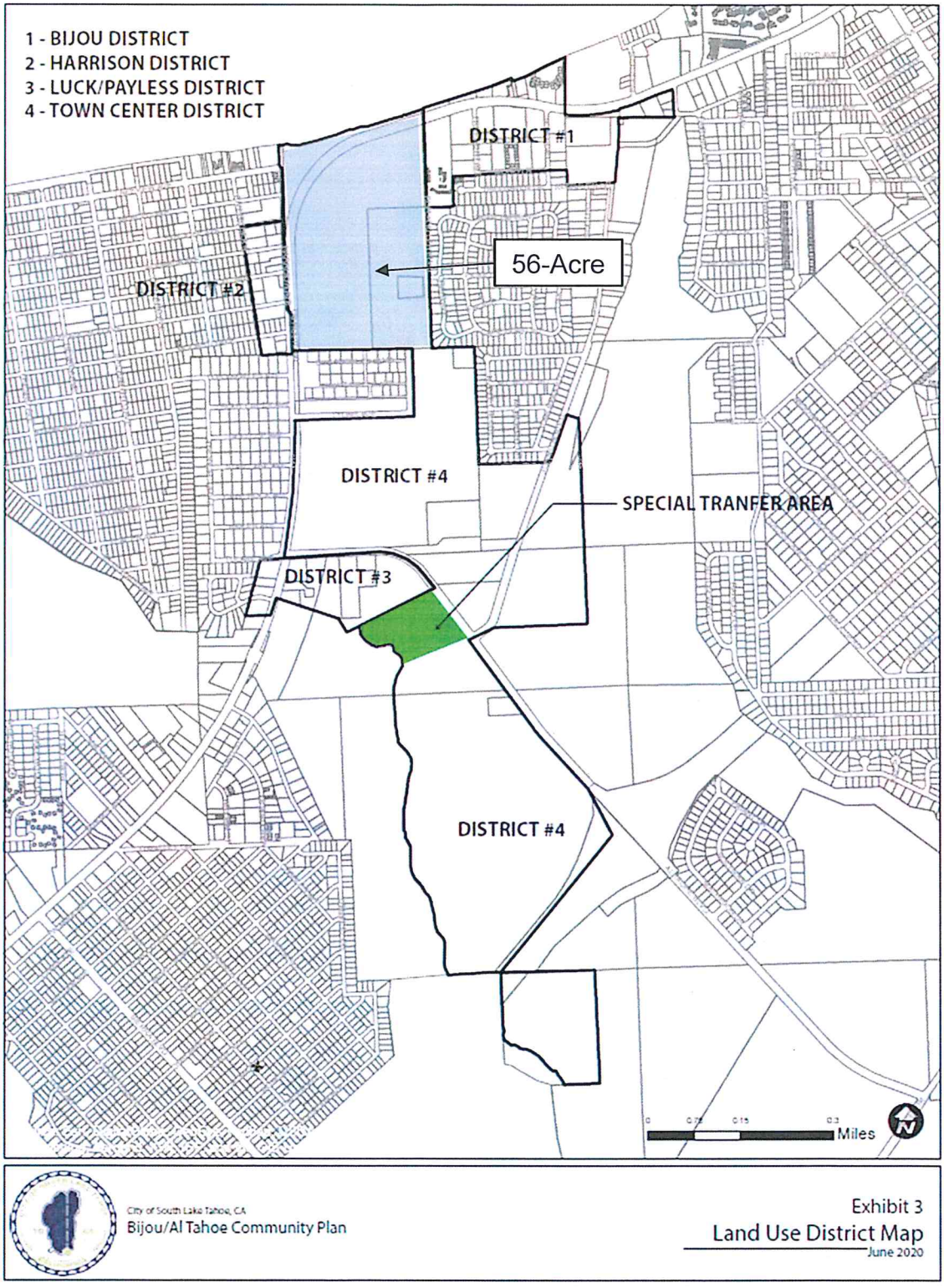
Very Respectfully,

John Hitchcock
Planning Manager

CC: Mathew Moore
Tribal Historic Preservation Officer

Anna Starkey
Cultural Regulatory Specialist

Bijou/Al Tahoe Community Plan District #4



CITY OF SOUTH LAKE TAHOE
Development Services Department, Planning Division
1052 Tata Lane, South Lake Tahoe, CA 96150
Phone (530) 542-6010 • Fax (530) 541-7524
Web address: www.cityofslt.us

February 24, 2021

Ione Band of Miwok Indians
Cultural Committee
Cultural Committee Chair
PO Box 699
Plymouth, CA 95699

RE: Tribal Cultural Resources under the California Environmental Quality Act, AB 52, Formal Notification of Determination that a Project Application is Complete, pursuant to Public Resources Code (PRC) § 310080.3.1.

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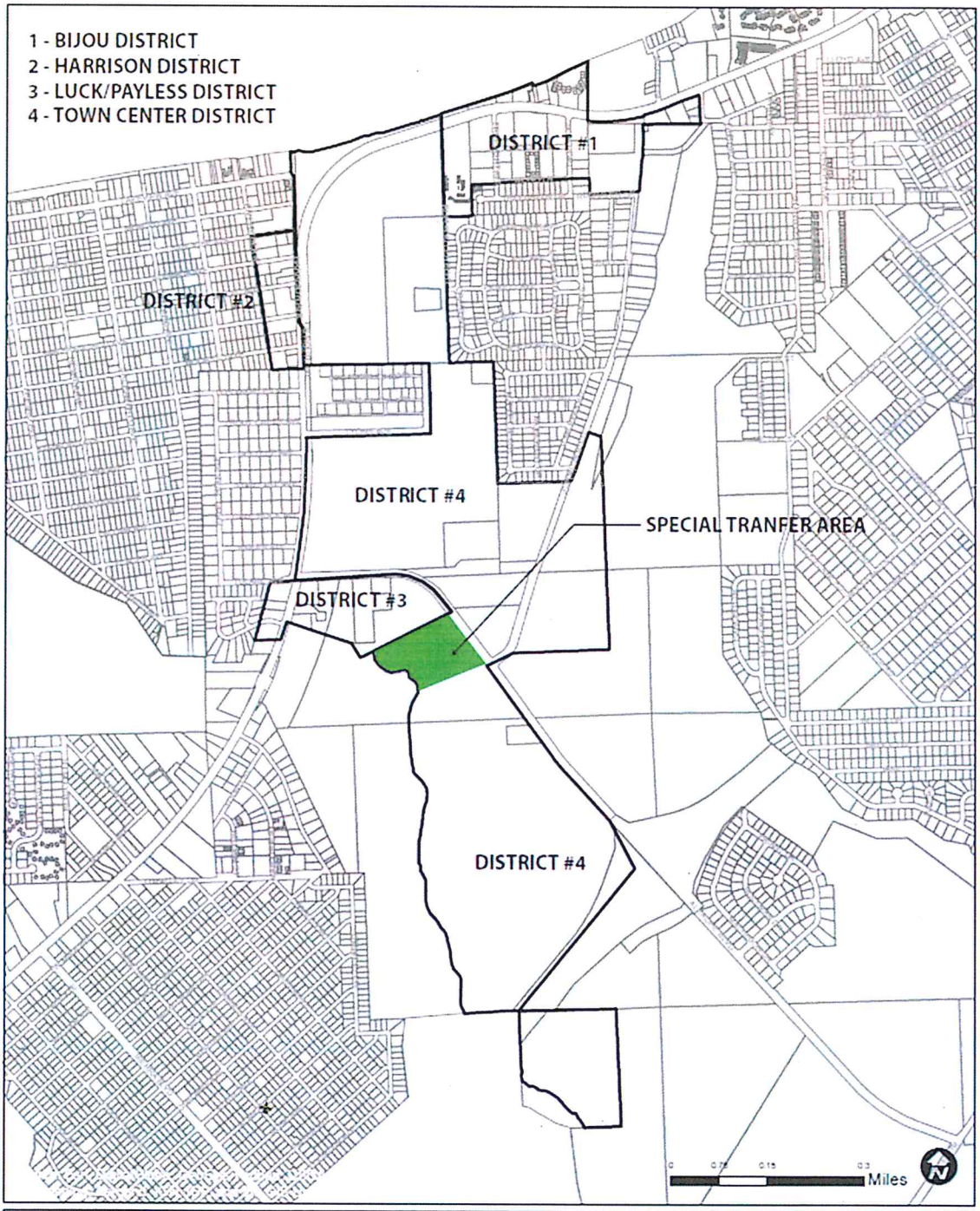
Point of Contact:
John Hitchcock
Planning Division
1052 Tata Lane
South Lake Tahoe, CA 96150
(530) 542-7472
jhitchcock@cityofslt.us

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Very Respectfully,

John Hitchcock
Planning Manager

Bijou/Al Tahoe Community Plan District #4



City of South Lake Tahoe, CA
Bijou/Al Tahoe Community Plan

Exhibit 3
Land Use District Map
June 2020

CITY OF SOUTH LAKE TAHOE
Development Services Department, Planning Division
1052 Tata Lane, South Lake Tahoe, CA 96150
Phone (530) 542-6010 • Fax (530) 541-7524
Web address: www.cityofslt.us

February 24, 2021

Chairwoman Regina Cuellar
Shingle Springs Band of Miwok Indians
PO Box 1340
Shingle Springs, CA 95682

RE: Tribal Cultural Resources under the California Environmental Quality Act, AB 52, Formal Notification of Determination that a Project Application is Complete, pursuant to Public Resources Code (PRC) § 310080.3.1.

The City of South Lake Tahoe Planning Division is reviewing an application for the following project: Bijou/Al Tahoe Community Plan Amendment.

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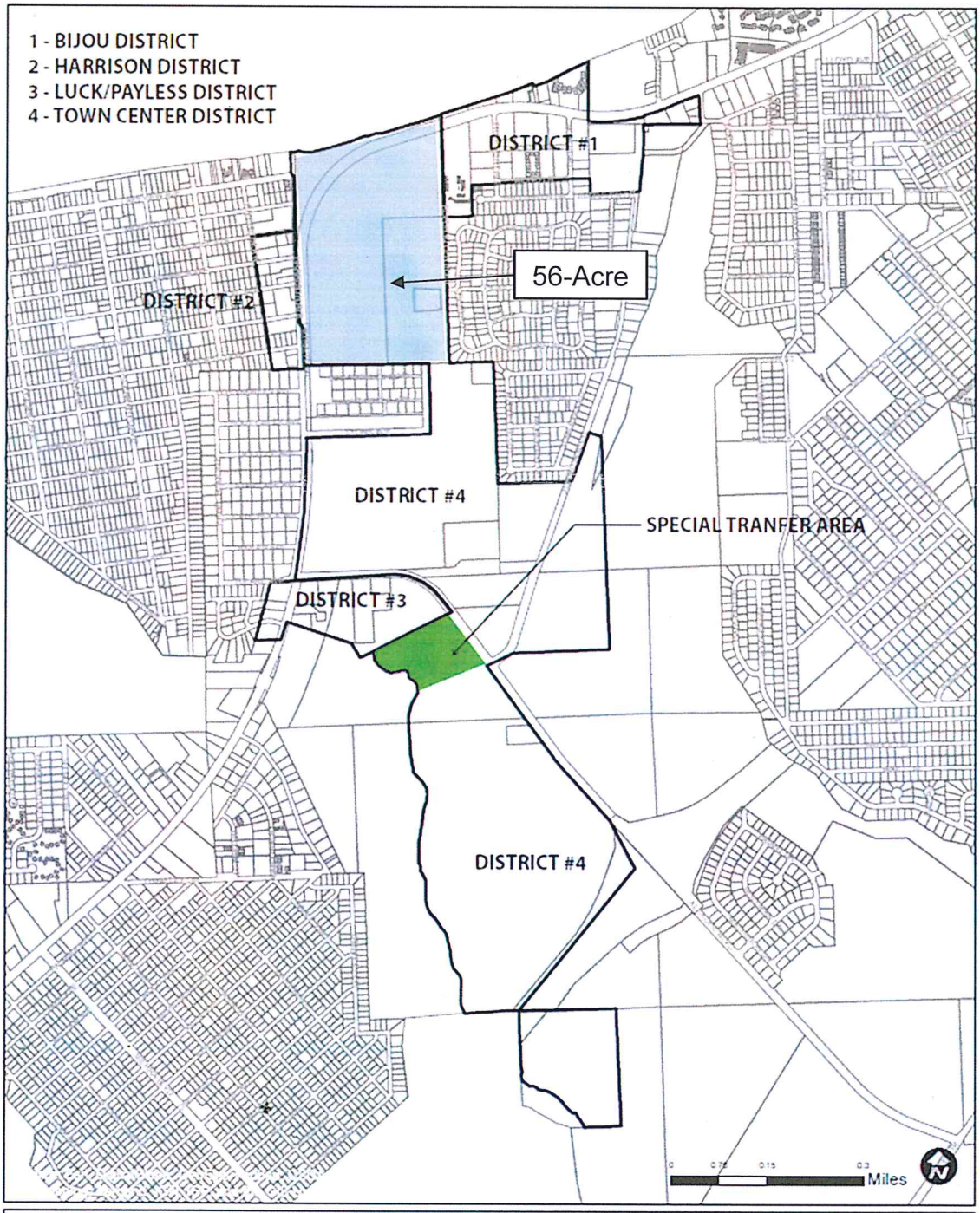
Point of Contact:
John Hitchcock
Planning Division
1052 Tata Lane
South Lake Tahoe, CA 96150
(530) 542-7472
jhitchcock@cityofslt.us

Pursuant to PRC § 21080.3.1(b), you have 30-days from the receipt of this letter to request consultation, in writing, with the Planning Division.

Very Respectfully,

John Hitchcock
Planning Manager

Bijou/Al Tahoe Community Plan District #4



CITY OF SOUTH LAKE TAHOE
Development Services Department, Planning Division
1052 Tata Lane, South Lake Tahoe, CA 96150
Phone (530) 542-6010 • Fax (530) 541-7524
Web address: www.cityofslt.us

February 24, 2021

Chairman Smokey
Washoe Tribe of California and Nevada
919 US Highway 395 N
Gardnerville, CA 89410

RE: Tribal Cultural Resources under the California Environmental Quality Act, AB 52, Formal Notification of Determination that a Project Application is Complete, pursuant to Public Resources Code (PRC) § 310080.3.1.

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Location:
Please see enclosed exhibit for location of District #4 of the Bijou/Al Tahoe Community Plan.

Point of Contact:
John Hitchcock
Planning Division
1052 Tata Lane
South Lake Tahoe, CA 96150
(530) 542-7472
jhitchcock@cityofslt.us

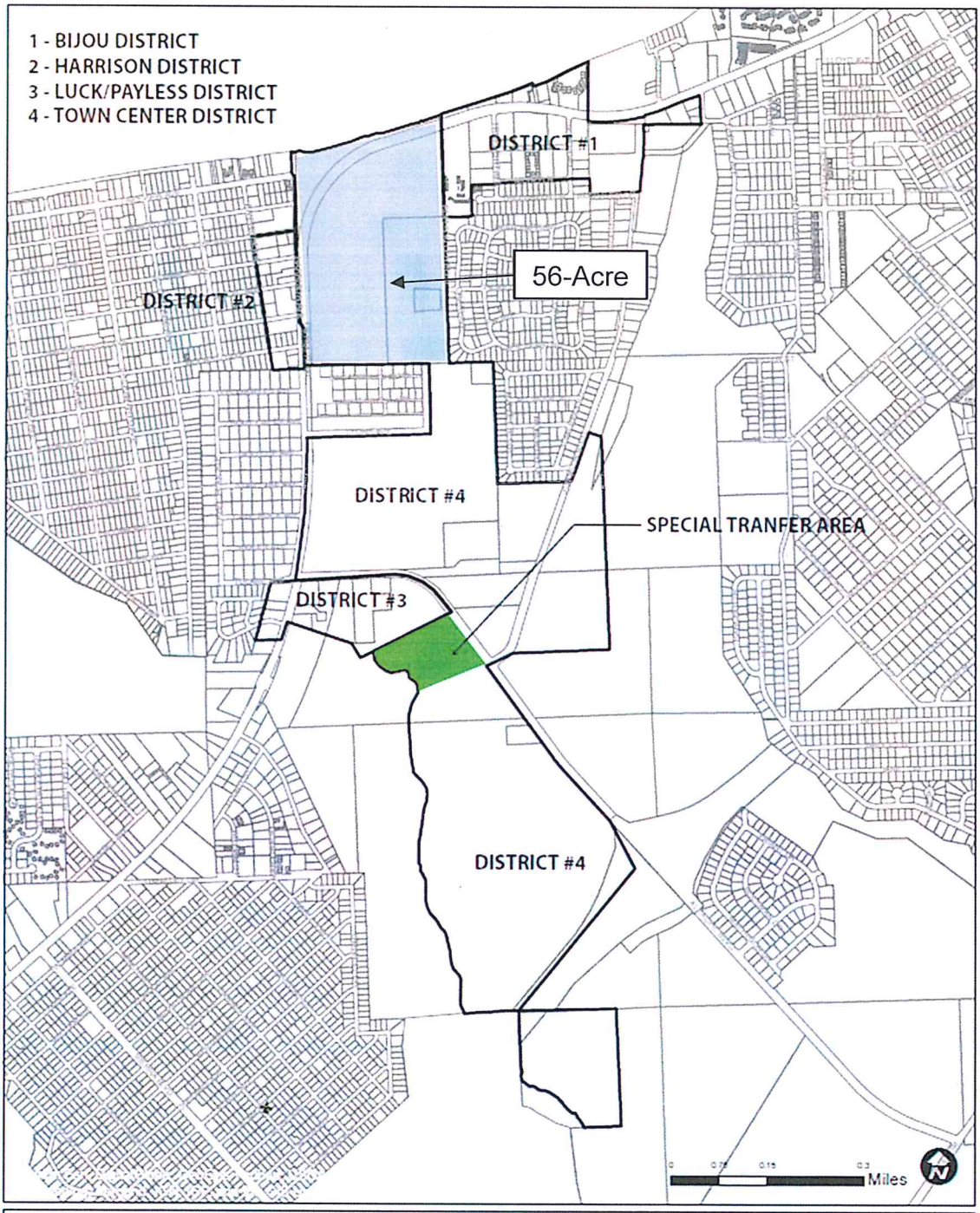
Pursuant to PRC § 21080.3.1(b), you have 30-days from the receipt of this letter to request consultation, in writing, with the Planning Division.

Very Respectfully,

John Hitchcock
Planning Manager

CC: Darrel Cruz
Cultural Resources Director

Bijou/Al Tahoe Community Plan District #4



City of South Lake Tahoe
"making a positive difference now"

CITY OF SOUTH LAKE TAHOE
DEVELOPMENT SERVICES DEPARTMENT

PLANNING DIVISION

Proof of Service by Mail
(required as per SLT Municipal Code Section 6.55.640

SUBJECT: **Bijou/Al Tahoe Community Plan Amendments**
ADDRESS: **56-Acres (Bounded by Rufus Allen, Lake Tahoe Blvd, and Lyon Avenue**
APN: **026-50-003, -004, -005, -006**

STATE OF CALIFORNIA)
COUNTY OF EL DORADO)
CITY OF SOUTH LAKE TAHOE)

I am an employee of the City of South Lake Tahoe, Development Services Department.

I, **John Hitchcock**, served the attached notice pursuant to Section 6.55.640 of the South Lake Tahoe Municipal Code on the persons named thereon or attached thereto by placing a true copy thereof with postage thereon fully prepaid in the United States mail.

I declare, under penalty or perjury, that the foregoing is true and correct.

Executed on 10/27/2021 (Date), at Service Center.
Development Service Department
Services Center
1052 Tata Lane
South Lake Tahoe, CA 96150-6251

Signature

Attachments: 1. Legal Notice
2. Boundary Map
3. Property List

CITY OF SOUTH LAKE TAHOE

NOTICE OF AVAILABILITY /NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION FOR THE BIJOU/AL TAHOE COMMUNITY PLAN AMENDMENT

The City of South Lake Tahoe (City) is seeking public comments on a proposed amendment to the Bijou/Al Tahoe Community Plan (B/ATCP). The City of South Lake Tahoe proposes two amendments to the B/ATCP. The City of South Lake Tahoe proposes two amendments to the B/ATCP, specifically:

1. Increase allowable building height – current B/ATCP building height limits are defined by Table 37.4.1-1 and Section 37.5 (Additional Height for Certain Buildings) of the TRPA Code and only permit up to 42 feet for structures with greater than 10:12 roof pitches, and on slopes of greater than 24 percent across the building site. The Code does not permit structures of 42 feet in height that have flat roofs and are located within a TRPA-designated scenic highway corridor. The proposed amendment would permit building heights up to 42 feet for public or quasi-public structures in the 56-acre project area if TRPA Code Section 37.7 findings 1, 3, 4, 5 and 7 can be made (Code findings reprinted below). Height limits for B/ATCP areas outside of the 56-acre project area would remain unchanged.
2. Eliminate minimum roof pitch for public and quasi-public buildings located in the 56-acre project area – current roof pitch standards require a minimum of 7:12 roof pitches in B/ATCP District 4. The proposed amendment would permit flat roofs for public or quasi-public buildings within the 56-acre project area and reduce minimum roof pitch requirements to 5:12 for the rest of B/ATCP District 4 (Town Center).

The amended plan will serve as a mutual plan for the City of South Lake Tahoe and TRPA by providing direction for how the applicable area shall be regulated to achieve regional environmental and land use objectives. The development standards and the specific policies referenced in the amendments are the land use standards intended to administer and regulate development within the 56-acre project area of the B/ATCP.

The City has prepared an Initial Study/Negative Declaration (IS/ND) for the proposed amendment in compliance with the California Environmental Quality Act (CEQA, Public Resources Code Section 21000 et seq.), the CEQA Guidelines. The IS/ND is being circulated for public review and comment pursuant to Section 15073 (a) of the CEQA Guidelines. **The 30-day comment period begins on Friday, October 22, 2021 and ends on November 22, 2021**. Comments should be submitted by email to jhitchcock@cityofslt.us or by mail to:

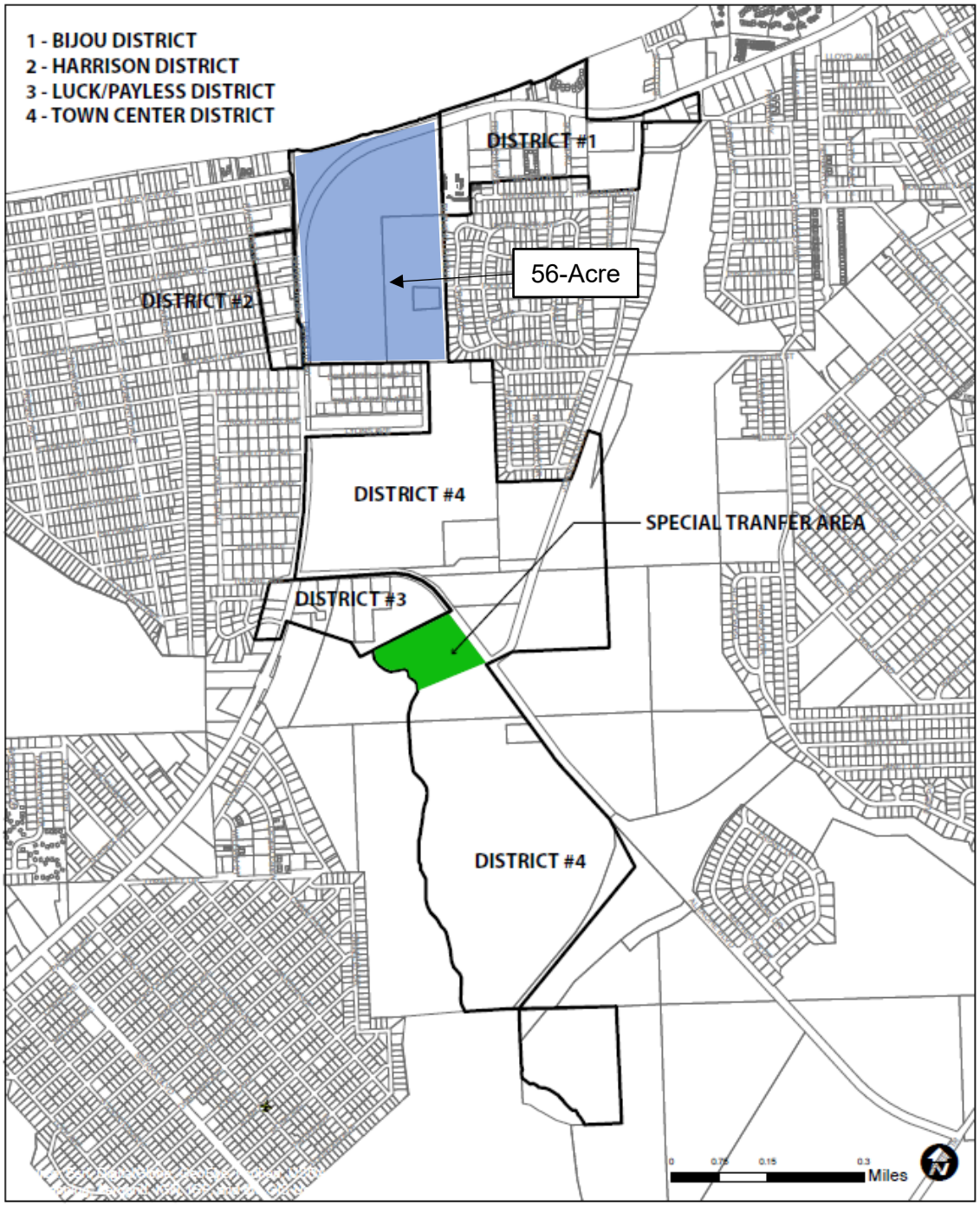
John Hitchcock
City of South Lake Tahoe Planning Division
1052 Tata Lane
South Lake Tahoe, CA 96150

The City of South Lake Tahoe Planning Commission will hold a public hearing on the proposed amendment at their regularly scheduled meeting on November 18, 2021 and December 16, 2021 at 3:00 p.m. The Planning Commission agenda packet for this item will be available three days prior to the hearing at www.cityofslt.us/114/Planning-Commission. The hearing will be held in the City Council Chambers at 1901 Lisa Maloff Way, South Lake Tahoe, CA.

The IS/ND may be viewed and downloaded at the Planning Division web page: www.cityofslt.us/1059/Proposed-Area-Plan-Amendments. If you require additional information, please contact John Hitchcock at (530) 542-7472. A copy of the IS/ND is available for public review at 1052 Tata Lane, South Lake Tahoe, California.

Written public comments received 72 hours prior to the meeting will be distributed to the Planning Commission. Any writings or documents provided to a majority of the Planning Commission regarding any open session item will be made available for public inspection within the Agenda posted on the City's Website.

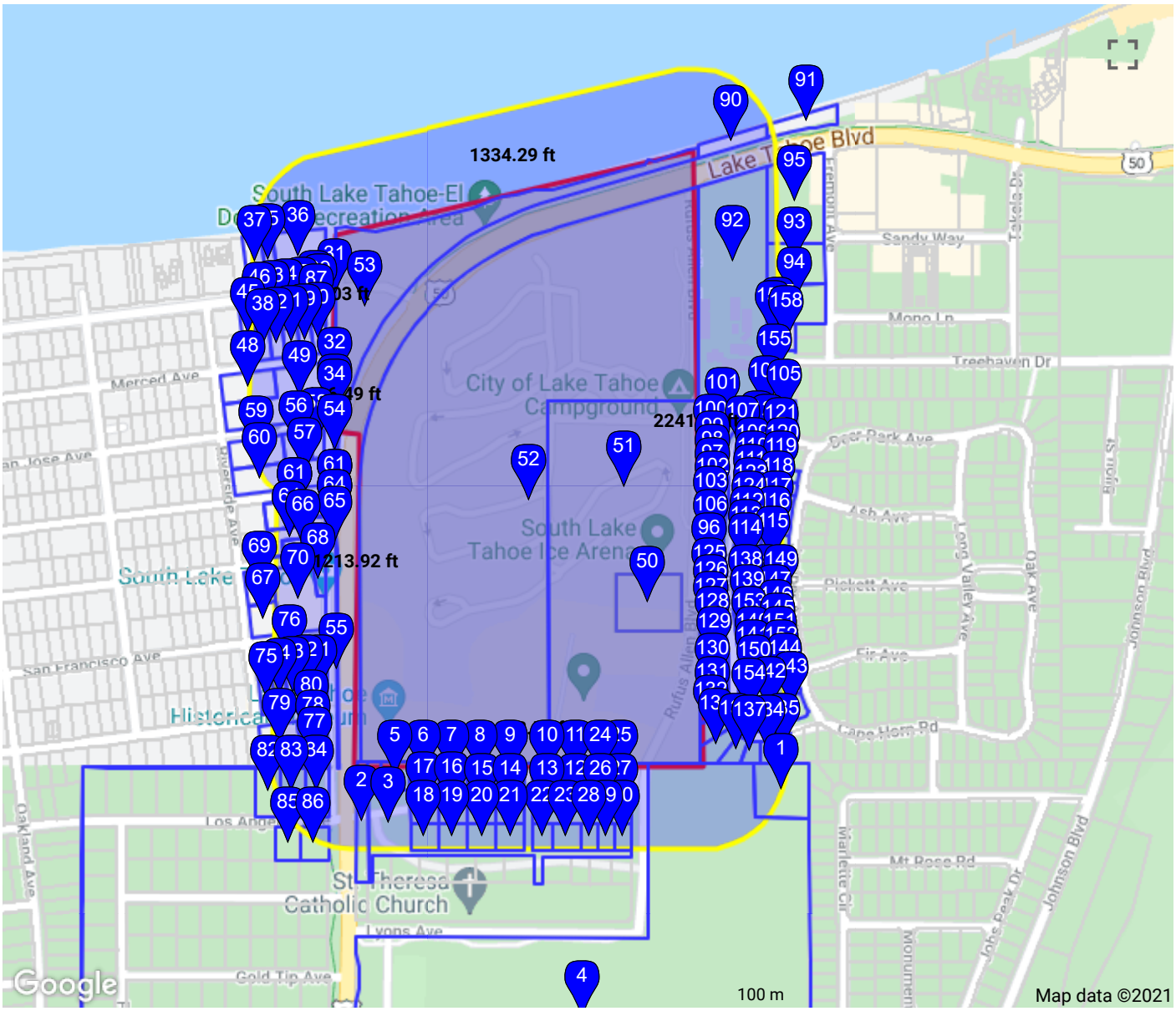
Every reasonable effort will be made to accommodate any person needing special assistance to participate in this meeting. Contact the City Clerk at (530) 542-6005 in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].



City of South Lake Tahoe, CA
Bijou/Al Tahoe Community Plan

Exhibit 3
Land Use District Map
June 2020

PARCELQUEST



© 2015 ParcelQuest www.parcelquest.com (888) 217-8999

PARCELQUEST

LIST 0

DETAIL

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	1	EDX	025-010-007-000	1201 RUFUS ALLEN BLVD	HAMILTON MICHAEL R TR & NANCY EIMER TR	SOUTH LAKE TAHOE CA 96150-8213
☑	2	EDX	025-010-062-000		STATE OF CALIFORNIA	SOUTH LAKE TAHOE CA 96150
☑	3	EDX	025-010-063-000	3030 LAKE TAHOE BLVD	AMER LEGION TAHOE RESORT	SOUTH LAKE TAHOE CA 96150-7810
☑	4	EDX	025-010-065-000	1066 LYONS AVE	LAKE TAHOE UNIFIED SCHOOL DIST	SOUTH LAKE TAHOE CA 96150
☑	5	EDX	025-930-001-000	1001 LOS ANGELES BLVD	ANDERSEN KAREN D TR & MCMURRAY CHRISTINA S	SOUTH LAKE TAHOE CA 96150-8209
☑	6	EDX	025-930-002-000	1011 LOS ANGELES BLVD	URBAN LELAINE INGRAM TR	SOUTH LAKE TAHOE CA 96150-8209
☑	7	EDX	025-930-003-000	1019 LOS ANGELES BLVD	INGRAM M LEILANI	SOUTH LAKE TAHOE CA 96150-8209
☑	8	EDX	025-930-004-000	1023 LOS ANGELES BLVD	STUART RICHARD C ETAL	SOUTH LAKE TAHOE CA 96150-8209
☑	9	EDX	025-930-005-000	1029 LOS ANGELES BLVD	TALBURT JEAN	SOUTH LAKE TAHOE CA 96150-8209
☑	10	EDX	025-930-006-000	1043 LOS ANGELES BLVD	BONTI LISA A & JENNINGS CHERYL J	SOUTH LAKE TAHOE CA 96150-8209
☑	11	EDX	025-930-007-000	1053 LOS ANGELES BLVD	HERMANT LADONNA G	SOUTH LAKE TAHOE CA 96150-8209
☑	12	EDX	025-930-008-000	1056 LOS ANGELES BLVD	GUSTAFSON KEITH R & LENNOX LISA J	SOUTH LAKE TAHOE CA 96150-7809
☑	13	EDX	025-930-009-000	1048 LOS ANGELES BLVD	SMITH HOWARD & KAREN BERG	SOUTH LAKE TAHOE CA 96150-7809
☑	14	EDX	025-930-010-000	1036 LOS ANGELES BLVD	SOETH WILLIAM NORMAN TR & W TAHOE TRUST 5/23/16	SOUTH LAKE TAHOE CA 96150-7809
☑	15	EDX	025-930-011-000	1028 LOS ANGELES BLVD	DE TARR DARCY SUC CO TR & TARR MARTIN SUC CO TR	SOUTH LAKE TAHOE CA 96150-7809
☑	16	EDX	025-930-012-000	1020 LOS ANGELES BLVD	LEWIS JAMES R & DOUGLAS W	SOUTH LAKE TAHOE CA 96150-7809
☑	17	EDX	025-930-013-000		AMER LEGION TAHOE RESORT	SOUTH LAKE TAHOE CA 96150
☑	18	EDX	025-930-014-000	1011 TROUT CREEK AVE	OLWELL JEFFREY B	SOUTH LAKE TAHOE CA 96150-8207
☑	19	EDX	025-930-015-000	1019 TROUT CREEK AVE	LAWRIE DEAN C & PEGGY DENEEN	SOUTH LAKE TAHOE CA 96150-8207

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	20	EDX	025-930-016-000	1023 TROUT CREEK AVE	SIMONS STEVEN R & SHIRLEY A	SOUTH LAKE TAHOE CA 96150-8207
☑	21	EDX	025-930-017-000	1029 TROUT CREEK AVE	STAHMER ROBERT T TR & JUANITA TR	SOUTH LAKE TAHOE CA 96150-8207
☑	22	EDX	025-930-018-000	1049 TROUT CREEK AVE	BRADFORD ERNEST E TR & JUDY M TR	SOUTH LAKE TAHOE CA 96150-8207
☑	23	EDX	025-930-019-000	1053 TROUT CREEK AVE	MERCER DAVID F & CHRISTINE A	SOUTH LAKE TAHOE CA 96150-8207
☑	24	EDX	025-930-028-000	1065 LOS ANGELES BLVD	IRVINE EARNEST	SOUTH LAKE TAHOE CA 96150-8209
☑	25	EDX	025-930-029-000	1069 LOS ANGELES AVE	BONTI DAVID E CO TR & PATRICIA L CO TR	SOUTH LAKE TAHOE CA 96150-8209

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☑	26	EDX	025-930-030-000	1062 LOS ANGELES BLVD	STINE SUSAN M TR	SOUTH LAKE TAHOE CA 96150-7809
☑	27	EDX	025-930-031-000	1068 LOS ANGELES BLVD	WHITE GARY & IRENE	SOUTH LAKE TAHOE CA 96150-7809
☑	28	EDX	025-930-032-000	1059 TROUT CREEK AVE	PALMER EVAN & LINNARD PALMER LUANNE	SOUTH LAKE TAHOE CA 96150-8207
☑	29	EDX	025-930-033-000	1065 TROUT CREEK AVE	WEBB CURTIS L & LYNN M & MOORE JOHN J TR	SOUTH LAKE TAHOE CA 96150-8207
☑	30	EDX	025-930-034-000	1069 TROUT CREEK AVE	ALDINGER SALLY L TR & 2004 REV TRUST	SOUTH LAKE TAHOE CA 96150-8207
☑	31	EDX	026-040-003-000		RICCI RISMO & ALFIA	SOUTH LAKE TAHOE CA 96150
☑	32	EDX	026-040-005-000		LAUSCHE ALBERT (DECD)	SOUTH LAKE TAHOE CA 96150
☑	33	EDX	026-040-006-000		ANDERSON KENNETH & DELORES H	SOUTH LAKE TAHOE CA 96150
☑	34	EDX	026-040-007-000		CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150
☑	35	EDX	026-043-009-000	985 LAKEVIEW AVE 1	DUBNER MARGUERITE TR & SURVIVORS TRUST	SOUTH LAKE TAHOE CA 96150-7970
☑	36	EDX	026-043-015-000	999 LAKEVIEW AVE	BEACHCOMBER INN VACATION & MEMBERSHIP ASSOC-TRUSTE	SOUTH LAKE TAHOE CA 96150-7970
☑	37	EDX	026-043-017-000	981 LAKEVIEW AVE	CERESKE WILLIAM H JR CO TR & JEANETTE A CO TR	SOUTH LAKE TAHOE CA 96150-7970
☑	38	EDX	026-046-005-000	977 MERCED AVE	GOLDING GEORGIA M TR & FAM TRUST OF 5/29/97	SOUTH LAKE TAHOE CA 96150-7936
☑	39	EDX	026-046-007-000	993 MERCED AVE	FOSTER RICHARD AHL TR & JG&EA RV INTRO VIVOS TR	SOUTH LAKE TAHOE CA 96150-7936
☑	40	EDX	026-046-008-000	3171 HARRISON AVE	TSAI MARGARET Y TR & TRUST 3/4/1992	SOUTH LAKE TAHOE CA 96150
☑	41	EDX	026-046-009-000	989 MERCED AVE	STERKEL DENNIS L TR & D L FAM REV TRUST	SOUTH LAKE TAHOE CA 96150-7936
☑	42	EDX	026-046-010-000	981 MERCED AVE	GAINES MARY D TR & CREDIT TRUST 7/30/03	SOUTH LAKE TAHOE CA 96150-7936
☑	43	EDX	026-046-011-000	980 LAKEVIEW AVE	WALL TRENT M	SOUTH LAKE TAHOE CA 96150-7968
☑	44	EDX	026-046-014-000	988 LAKEVIEW AVE	PHILLIPS DAVID & MARIA ISABEL	SOUTH LAKE TAHOE CA 96150-7968

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☑	45	EDX	026-046-015-000	976 LAKEVIEW AVE	BROCATO DOMINIC & MCCREADY ROBERT A	SOUTH LAKE TAHOE CA 96150-7968
☑	46	EDX	026-046-016-000	978 LAKEVIEW AVE 1	SMITH STEVE A & ANNE M	SOUTH LAKE TAHOE CA 96150-7965
☑	47	EDX	026-046-018-000	992 LAKEVIEW AVE	AMIRI SERIO TR	SOUTH LAKE TAHOE CA 96150-7968
☑	48	EDX	026-049-001-000	968 MERCED AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7938
☑	49	EDX	026-049-002-000	993 SAN JOSE AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7944
☑	50	EDX	026-050-003-000	1170 RUFUS ALLEN BLVD	COUNTY OF EL DORADO	SOUTH LAKE TAHOE CA 96150-8210

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☑	51	EDX	026-050-004-000	1176 RUFUS ALLEN BLVD	SOUTH LAKE TAHOE CITY OF	SOUTH LAKE TAHOE CA 96150-8211
☑	52	EDX	026-050-005-000	3050 LAKE TAHOE BLVD	COUNTY OF EL DORADO	SOUTH LAKE TAHOE CA 96150-7810
☑	53	EDX	026-050-006-000	1004 LAKEVIEW AVE	COUNTY OF EL DORADO	SOUTH LAKE TAHOE CA 96150-2555
☑	54	EDX	026-080-001-000		CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150
☑	55	EDX	026-080-002-000		CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150
☑	56	EDX	026-083-003-000	984 SAN JOSE AVE	3135 HARRISON CA LLC	SOUTH LAKE TAHOE CA 96150-7942
☑	57	EDX	026-083-005-000	3131 HARRISON AVE	WILLIAMS RONALD S TR & JACQUELINE H TR	SOUTH LAKE TAHOE CA 96150-7924
☑	58	EDX	026-083-007-000	3135 HARRISON AVE	3135 HARRISON CA LLC	SOUTH LAKE TAHOE CA 96150-7923
☑	59	EDX	026-083-009-000	972 SAN JOSE AVE	3135 HARRISON CA LLC	SOUTH LAKE TAHOE CA 96150-7942
☑	60	EDX	026-083-010-000	979 ALAMEDA AVE	WILLIAMS RONALD S TR & JACQUELINE H TR	SOUTH LAKE TAHOE CA 96150-7949
☑	62	EDX	026-086-006-000	3121 HARRISON AVE	TDL ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150-7925
☑	62	EDX	026-086-006-000	3121 HARRISON AVE	TDL ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150-7925
☑	64	EDX	026-086-011-000	3115 HARRISON AVE	MCKEEN MICHAEL S & LORI W TR	SOUTH LAKE TAHOE CA 96150-7925
☑	64	EDX	026-086-011-000	3115 HARRISON AVE	MCKEEN MICHAEL S & LORI W TR	SOUTH LAKE TAHOE CA 96150-7925
☑	65	EDX	026-086-012-000		CEFALU JOHN N & JUDY A	SOUTH LAKE TAHOE CA 96150
☑	66	EDX	026-086-013-000	3111 HARRISON AVE	CEFALU JOHN N TR & JUDY A TR	SOUTH LAKE TAHOE CA 96150-7925
☑	67	EDX	026-089-006-000	3092 RIVERSIDE AVE 3	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7822
☑	68	EDX	026-089-007-000	3101 HARRISON AVE	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7929

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	69	EDX	026-089-009-000	972 TALLAC AVE A	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7995
☑	70	EDX	026-089-010-000	3091 HARRISON AVE 97	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7979
☑	71	EDX	026-113-007-000	3069 LAKE TAHOE BLVD	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7803
☑	72	EDX	026-113-008-000	981 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838
☑	73	EDX	026-113-009-000	977 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838
☑	74	EDX	026-113-010-000	973 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838
☑	75	EDX	026-113-011-000	969 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838

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☑	76	EDX	026-113-014-000	3079 HARRISON AVE	THE PRESS PROJECT CA LLC	SOUTH LAKE TAHOE CA 96150-7976
☑	77	EDX	026-114-022-000	3045 HARRISON AVE	MCKEEN MICHAEL S TR & LORI W TR	SOUTH LAKE TAHOE CA 96150-7926
☑	78	EDX	026-114-023-000	3053 HARRISON AVE	OAKLAND HILLS TENNIS CLUB, INC	SOUTH LAKE TAHOE CA 96150-7957
☑	79	EDX	026-114-026-000	966 MODESTO AVE	COBRAE DARREN	SOUTH LAKE TAHOE CA 96150-7836
☑	80	EDX	026-114-027-000	3059 HARRISON AVE	CALI COFFEE CA LLC	SOUTH LAKE TAHOE CA 96150-7926
☑	81	EDX	026-200-008-000		AL TAHOE CO	SOUTH LAKE TAHOE CA 96150
☑	82	EDX	026-241-008-000	963 LOS ANGELES AVE	MALLATT MARKLEY L & MCMAHON MALLATT DEBORAH MARY	SOUTH LAKE TAHOE CA 96150-7841
☑	83	EDX	026-241-009-000	973 LOS ANGELES AVE	GENASCI PATRICIA D SURV TR & REV TRUST OF 9/24/98	SOUTH LAKE TAHOE CA 96150-7841
☑	84	EDX	026-241-010-000	3043 HARRISON AVE	WANZER JOHN LEWIS & GAYLE	SOUTH LAKE TAHOE CA 96150-8271
☑	85	EDX	026-242-007-000	970 LOS ANGELES AVE	BENEDEK GABRIEL & LE TRANG	SOUTH LAKE TAHOE CA 96150-7840
☑	86	EDX	026-242-008-000	974 LOS ANGELES AVE	GEORGE CARL F & ROSEMARY VIRGINIA	SOUTH LAKE TAHOE CA 96150-7840
☑	87	EDX	026-290-001-000	3181 HARRISON AVE	ROSENBAUM DAVID H II TR & DAVID H II RV TRUST	SOUTH LAKE TAHOE CA 96150
☑	88	EDX	026-290-002-000	996 LAKEVIEW AVE	ERF ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150-7968
☑	89	EDX	026-290-003-000		ERF ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150
☑	90	EDX	027-010-014-000	3291 LAKE TAHOE BLVD	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150
☑	91	EDX	027-010-017-000	3311 LAKE TAHOE BLVD	SOUTH LAKE TAHOE CITY OF	SOUTH LAKE TAHOE CA 96150-7927
☑	92	EDX	027-170-002-000	3284 LAKE TAHOE BLVD	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150-7906
☑	93	EDX	027-170-009-000	1030 FREMONT AVE	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150-8135

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☑	94	EDX	027-170-012-000	1050 FREMONT AVE	ESOTERIC HOLDINGS TX LTD PTNSP	SOUTH LAKE TAHOE CA 96150-8135
☑	95	EDX	027-170-015-000	3300 LAKE TAHOE BLVD	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150-7910
☑	96	EDX	027-221-001-000	1108 CRAIG AVE	MARTINEZ JOHN L	SOUTH LAKE TAHOE CA 96150-8146
☑	97	EDX	027-221-005-000	1084 CRAIG AVE	GRASTEIT CRAIG R	SOUTH LAKE TAHOE CA 96150-8145
☑	98	EDX	027-221-006-000	1080 CRAIG AVE	BARTOLI WIBLE PATRICIA TR	SOUTH LAKE TAHOE CA 96150-8145
☑	99	EDX	027-221-007-000	1079 RUFUS ALLEN BLVD	SILVA M LORRIE TR & JAMES E TR	SOUTH LAKE TAHOE CA 96150-8251
☑	100	EDX	027-221-008-000	1071 RUFUS ALLEN BLVD	BONOTTO VINCENT CHARLES TR & PAMELA D TR	SOUTH LAKE TAHOE CA 96150-8251

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☑	101	EDX	027-221-009-000	3293 DEER PARK AVE	GIUFFRA CHARLES E TR & FAM TRUST	SOUTH LAKE TAHOE CA 96150-8152
☑	102	EDX	027-221-034-000	1088 CRAIG AVE	CRIVELLI WILLIAM H & RHONDA L	SOUTH LAKE TAHOE CA 96150-8145
☑	103	EDX	027-221-035-000	1095 RUFUS ALLEN BLVD	HOLDEN ERIC D	SOUTH LAKE TAHOE CA 96150-8251
☑	104	EDX	027-221-039-000	3301 DEER PARK AVE	DENISON RICHARD TR & KATHLEEN TR	SOUTH LAKE TAHOE CA 96150-8152
☑	105	EDX	027-221-040-000	3303 DEER PARK AVE	YARWASKY FRANK A & CAROLYN J	SOUTH LAKE TAHOE CA 96150-8152
☑	106	EDX	027-221-047-000	1100 CRAIG AVE	ORR WILLIAM DAVID	SOUTH LAKE TAHOE CA 96150-8145
☑	107	EDX	027-222-001-000	1071 CRAIG AVE	GARCIA LUIS M	SOUTH LAKE TAHOE CA 96150-8147
☑	108	EDX	027-222-002-000	3298 DEER PARK AVE	ROGERS JAMES E & JAMES E & WILLIS HARRIET E TR	SOUTH LAKE TAHOE CA 96150
☑	109	EDX	027-222-003-000	1081 CRAIG AVE	JONES ALLISON	SOUTH LAKE TAHOE CA 96150-8147
☑	110	EDX	027-222-004-000	1085 CRAIG AVE	BENTZ RUGENE	SOUTH LAKE TAHOE CA 96150-8147
☑	111	EDX	027-222-005-000	1087 CRAIG AVE	BENTZ/IVERS MARGO TR & M REV TRUST	SOUTH LAKE TAHOE CA 96150-8147
☑	112	EDX	027-222-007-000	1101 CRAIG AVE	WAGGONER STACY TR	SOUTH LAKE TAHOE CA 96150
☑	113	EDX	027-222-008-000	1103 CRAIG AVE	WAGGONER STACY LYNN	SOUTH LAKE TAHOE CA 96150
☑	114	EDX	027-222-009-000	3295 PICKETT AVE	BREWSTER STEVEN LANE	SOUTH LAKE TAHOE CA 96150
☑	115	EDX	027-222-010-000	1108 JUNIPER AVE	DOG BLUE PROPERTIES CA LLC	SOUTH LAKE TAHOE CA 96150-8118
☑	116	EDX	027-222-011-000	1100 JUNIPER AVE	FAIRES DAVID C TR & ANN MARIE TR	SOUTH LAKE TAHOE CA 96150-8118
☑	117	EDX	027-222-012-000	1096 JUNIPER AVE	VOGT BRUCE L JR TR & LINDA M TR	SOUTH LAKE TAHOE CA 96150-8118
☑	118	EDX	027-222-013-000	1092 JUNIPER AVE	FLOOD BAILEY	SOUTH LAKE TAHOE CA 96150-8118

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	119	EDX	027-222-014-000	1084 JUNIPER AVE	BENNIS CAROL LYNNE & TERESSA LYNNE	SOUTH LAKE TAHOE CA 96150-8118
☑	120	EDX	027-222-015-000	1082 JUNIPER AVE	BROWN GEORGE DOUGLAS & CATHERINE CARDINALE TR	SOUTH LAKE TAHOE CA 96150-8118
☑	121	EDX	027-222-017-000	3306 DEER PARK AVE	ROMERO DAVID A & LITTLEJOHN JOCELYN TEN EYCK	SOUTH LAKE TAHOE CA 96150
☑	122	EDX	027-222-018-000	3302 DEER PARK AVE	DENNEY CRAIG S TR & FRIDLAND VALERIE M TR	SOUTH LAKE TAHOE CA 96150
☑	123	EDX	027-222-019-000	1091 CRAIG AVE	HOLMAN DIANE B & RICHARD A	SOUTH LAKE TAHOE CA 96150-8147
☑	124	EDX	027-222-020-000	1095 CRAIG AVE	CLAYTON CONNLEY N & ROBIN	SOUTH LAKE TAHOE CA 96150-8147
☑	125	EDX	027-231-001-000	3282 PICKETT AVE	RUSH PATRICK & CONSTANCE M	SOUTH LAKE TAHOE CA 96150-8101

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☑	126	EDX	027-231-002-000	1120 CRAIG AVE	BEBOUT ALEXANDER J JR TR & A J JR LIV REV TRUST	SOUTH LAKE TAHOE CA 96150-8146
☑	127	EDX	027-231-003-000	1124 CRAIG AVE	GILMAN PEGGY	SOUTH LAKE TAHOE CA 96150-8146
☑	128	EDX	027-231-004-000	1128 CRAIG AVE	ALVARADO GILBERT G & LYNNA	SOUTH LAKE TAHOE CA 96150-8146
☑	129	EDX	027-231-005-000	1132 CRAIG AVE	BLACK JAN P TR & DIANE L TR	SOUTH LAKE TAHOE CA 96150-8146
☑	130	EDX	027-231-006-000	1144 CRAIG AVE	CANTFIL WENDY DIANE	SOUTH LAKE TAHOE CA 96150-8146
☑	131	EDX	027-231-007-000	1148 CRAIG AVE	DOHERTY HUGH TR & ANNE TR	SOUTH LAKE TAHOE CA 96150-8146
☑	132	EDX	027-231-008-000	1150 CRAIG AVE	WIESENFELD WILLIAM WARREN	SOUTH LAKE TAHOE CA 96150-8146
☑	133	EDX	027-231-009-000	3292 CAPE HORN RD	SMITH JUDITH M TR & REV TRUST OF 6/28/1999	SOUTH LAKE TAHOE CA 96150-8156
☑	134	EDX	027-231-011-000	3300 CAPE HORN RD	SALLE CHARLES A & PATRICIA A	SOUTH LAKE TAHOE CA 96150-8140
☑	135	EDX	027-231-012-000	3302 CAPE HORN RD	LANGFORD LAURIE & JANINE	SOUTH LAKE TAHOE CA 96150-8140
☑	136	EDX	027-231-038-000	3294 CAPE HORN RD	CHIN WARREN Y & ARDEN L	SOUTH LAKE TAHOE CA 96150-8156
☑	137	EDX	027-231-039-000	3298 CAPE HORN RD	MUNGUIA KIMBERLY & JOSE LUIZ	SOUTH LAKE TAHOE CA 96150-8156
☑	138	EDX	027-232-001-000	1117 CRAIG AVE 1	DOBSON RHONDA R & MARK S	SOUTH LAKE TAHOE CA 96150-8148
☑	139	EDX	027-232-002-000	1125 CRAIG AVE	NG DENNIS K TR & JENNIFER C TR	SOUTH LAKE TAHOE CA 96150-8148
☑	140	EDX	027-232-005-000	1135 CRAIG AVE	WILLIAMS RICHARD STANLEY JR TR & MAUREEN MCEVOY TR	SOUTH LAKE TAHOE CA 96150-8148
☑	141	EDX	027-232-006-000	1139 CRAIG AVE	ROBERSON STUART & DIANA	SOUTH LAKE TAHOE CA 96150-8148
☑	142	EDX	027-232-008-000	3305 CAPE HORN RD	JONES WARREN A	SOUTH LAKE TAHOE CA 96150
☑	143	EDX	027-232-009-000	1144 JUNIPER AVE	HAMILTON RICHARD R TR	SOUTH LAKE TAHOE CA 96150-8119

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	144	EDX	027-232-010-000	1142 JUNIPER AVE	HANDSAKER-TURK MARLA	SOUTH LAKE TAHOE CA 96150-8119
☑	145	EDX	027-232-012-000	1130 JUNIPER AVE	SPEARS TERRY R TR & LYLA K TR	SOUTH LAKE TAHOE CA 96150-8119
☑	146	EDX	027-232-013-000	1122 JUNIPER AVE	REID LAURENCE A	SOUTH LAKE TAHOE CA 96150-8119
☑	147	EDX	027-232-014-000	1120 JUNIPER AVE	CHALPIN GREGORY C TR & TRUST OF 10/20/1998	SOUTH LAKE TAHOE CA 96150-8119
☑	148	EDX	027-232-015-000	3300 PICKETT AVE	WILKINSON CHAD EVAN TR & KYMBERLEE ANNETTE TR	SOUTH LAKE TAHOE CA 96150-8101
☑	149	EDX	027-232-016-000	1116 JUNIPER AVE	MAGRUDER DANIELLE	SOUTH LAKE TAHOE CA 96150-8119
☑	150	EDX	027-232-017-000	1143 CRAIG AVE	SEN ARINDAM & BISWAS SATHI TR	SOUTH LAKE TAHOE CA 96150-8148

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LIST 0

DETAIL

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	151	EDX	027-232-019-000	1134 JUNIPER AVE	HAVEN PATRICK & GILBOY CHERILYN TR	SOUTH LAKE TAHOE CA 96150-8119
☑	152	EDX	027-232-020-000	1138 JUNIPER AVE	CUELLAR SERVANDO & HENDERSON NICHOLE	SOUTH LAKE TAHOE CA 96150-8119
☑	153	EDX	027-232-023-000	1127 CRAIG AVE	ARMLIN CHARLOTTE P	SOUTH LAKE TAHOE CA 96150-8148
☑	154	EDX	027-232-024-000	1147 CRAIG AVE	TAYLOR JODIE L	SOUTH LAKE TAHOE CA 96150-8148
☑	155	EDX	027-381-004-000	3302 TREEHAVEN CT	RUSSO HORACE & EMILY HILL	SOUTH LAKE TAHOE CA 96150
☑	156	EDX	027-660-001-000	3305 TREEHAVEN CT 1	BATKIN WILLIAM	SOUTH LAKE TAHOE CA 96150
☑	157	EDX	027-660-002-000	3305 TREEHAVEN CT 2	BATKIN WILLIAM	SOUTH LAKE TAHOE CA 96150
☑	158	EDX	027-660-005-000		SANO D CHRISTOPHER & DONALD CHRISTOPHER	SOUTH LAKE TAHOE CA 96150

MICHAEL R & NANCY EIMER HAMILTON
33152 VIA MAYOR
SAN JUAN CAPISTRA CA 92675-

STATE OF CALIFORNIA
PO BOX 911
MARYSVILLE CA 95901

AMER LEGION TAHOE RESORT
PO BOX 1279
HAYFORK CA 96041-1279

LAKE TAHOE UNIFIED SCHOOL DIST
337 PLACERVILLE DR
PLACERVILLE CA 95667

KAREN D & MCMURRAY CHRISTINA S ANDERSEN
PO BOX 928
NEWCASTLE CA 95658

LELAINE INGRAM URBAN
1011 LOS ANGELES AVE
SOUTH LAKE TAHOE CA 96150-

INGRAM M LEILANI
5613 DIVOT PL
LAS VEGAS NV 89130

RICHARD C STUART
2470 PALMIRA PL
SAN RAMON CA 94583

JEAN TALBURT
5662 DRAKES DR
DISCOVERY BAY CA 94505-9372

LISA A & JENNINGS CHERYL J BONTI
3218 MAX CT
CARMICHAEL CA 95608-3776

LADONNA G HERMANT
356 OMNI DR
SPARKS NV 89441-7266

KEITH R & LENNOX LISA J GUSTAFSON
4961 8TH AVE
SACRAMENTO CA 95816

HOWARD & KAREN BERG SMITH
2408 MCGARVEY AVE
REDWOOD CITY CA 94061-1335

SOETH WILLIAM NORMAN TR & W TAHOE TRUST 5/23/16
20809 WOODLAND CV
GARDEN RIDGE TX 78266

DE TARR DARCY SUC CO TR & TARR MARTIN SUC CO TR
26 VICTORIA RD
BURLINGAME CA 94010-2957

JAMES R & DOUGLAS W LEWIS
33 HARVEST DR
OAKLEY CA 94561-4315

AMER LEGION TAHOE RESORT
7787 GREENRIDGE WAY
FAIR OAKS CA 95628

JEFFREY B OLWELL
2731 LAND PARK DR
SACRAMENTO CA 95818

DEAN C & PEGGY DENEEN LAWRIE
102 MCDERBY CT
FOLSOM CA 95630-2256

STEVEN R & SHIRLEY A SIMONS
211 ST FRANCIS WY
RIO VISTA CA 94571

ROBERT T & JUANITA STAHMER
845 PEAR AVE
SUNNYVALE CA 94087

ERNEST E & JUDY M BRADFORD
4720 HIXON CIR
CARMICHAEL CA 95608-8024

DAVID F & CHRISTINE A MERCER
730 EDWARDO AVE
BEN LOMOND CA 95005-9406

EARNEST IRVINE
758 CHANNING AVE
PALO ALTO CA 94301

BONTI DAVID E CO TR & PATRICIA L CO TR
5713 ASHBROOK LN
ORANGEVALE CA 95662-5525

SUSAN M STINE
581 39TH ST
SACRAMENTO CA 95816-3934

GARY & IRENE WHITE
1505 PEPPERTREE CT
WEST SACRAMENTO CA 95691-

EVAN & LINNARD PALMER LUANNE PALMER
382 IRWIN ST
SAN RAFAEL CA 94901-5120

CURTIS L & LYNN M WEBB
105 COBB CT
FOLSOM CA 95630

ALDINGER SALLY L TR & 2004 REV TRUST
PO BOX 1279
HAYFORK CA 96041

RISMO & ALFIA RICCI
RON RICCI 3604 ARDEN CREEK
SACRAMENTO CA 95864

ALBERT LAUSCHE
PO BOX 878
ROUGH AND READY CA 95975

KENNETH & DELORES H ANDERSON
1501 SECRET RAVINE PKWY # 820
ROSEVILLE CA 95661-6008

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

DUBNER MARGUERITE TR & SURVIVORS TRUST
4412 STRIPED MAPLE CT
CONCORD CA 94521-4329

BEACHCOMBER INN VACATION & MEMBERSHIP ASSOC-TRUSTE
999 LAKEVIEW AVE
SOUTH LAKE TAHOE CA 96150-

CERESKE WILLIAM H JR CO TR & JEANETTE A CO TR
1193 S KINGFISHER WAY
BOISE ID 83709-1237

GOLDING GEORGIA M TR & FAM TRUST OF 5/29/97
PO BOX 563
SANTA MARGARITA CA 93453

RICHARD AHL & JG FOSTER
9275 APPLE RIDGE LN
SEBASTOPOL CA 95472-9623

TSAI MARGARET Y TR & TRUST 3/4/1992
43502 MODENA DR
TEMECULA CA 92592-9235

STERKEL DENNIS L TR & D L FAM REV TRUST
1343 BERWICK DR
MORRO BAY CA 93442-1809

GAINES MARY D TR & CREDIT TRUST 7/30/03
3502 SCHOONER DR
STOCKTON CA 95219-4566

TRENT M WALL
14868 GUADALUPE DR
RANCHO MURIETA CA 95683

DAVID & MARIA ISABEL PHILLIPS
4146 MARSTON LANE
SANTA CLARA CA 95054

DOMINIC & MCCREADY ROBERT A BROCATO
20430 SARATOGA LOS GATOS RD
SARATOGA CA 95070-5935

STEVE A & ANNE M SMITH
PO BOX 89
MONTARA CA 94037

SERIO AMIRI
11040 BOLLINGER CANYON RD
SAN RAMON CA 94582

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

COUNTY OF EL DORADO
360 FAIR LN
PLACERVILLE CA 95667

SOUTH LAKE TAHOE CITY OF
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

COUNTY OF EL DORADO
360 FAIR LN
PLACERVILLE CA 95667

COUNTY OF EL DORADO
360 FAIR LN
PLACERVILLE CA 95667

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

3135 HARRISON CA LLC
548 MARKET STREET #55801
SAN FRANCISCO CA 94104

RONALD S & JACQUELINE H WILLIAMS
2315 LUPINE TRL
SOUTH LAKE TAHOE CA 96150-

3135 HARRISON CA LLC
548 MARKET STREET #55801
SAN FRANCISCO CA 94104

3135 HARRISON CA LLC
548 MARKET STREET #55801
SAN FRANCISCO CA 94104

RONALD S & JACQUELINE H WILLIAMS
2315 LUPINE TRL
SOUTH LAKE TAHOE CA 96150-

TDL ENTERPRISES LLC
PO BOX 18834
SOUTH LAKE TAHOE CA 96151

TDL ENTERPRISES LLC
PO BOX 18834
SOUTH LAKE TAHOE CA 96151

MICHAEL S & LORI W MCKEEN
1120 EAST CT
SOUTH LAKE TAHOE CA 96150

MICHAEL S & LORI W MCKEEN
1120 EAST CT
SOUTH LAKE TAHOE CA 96150

JOHN N & JUDY A CEFALU
753 LAKEVIEW AVE
SOUTH LAKE TAHOE CA 96150-

JOHN N & JUDY A CEFALU
3100 NEVADA AVE
SOUTH LAKE TAHOE CA 96150-

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
144 N VERDUGO RD
GLENDALE CA 91206-3933

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
144 N VERDUGO RD
GLENDALE CA 91206-3933

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
16010 VALLEY VISTA BLVD
ENCINO CA 91436-3457

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
144 N VERDUGO RD
GLENDALE CA 91206-3933

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

THE PRESS PROJECT CA LLC
3079 HARRISON AVE STE 12
SOUTH LAKE TAHOE CA 96150

MICHAEL S & LORI W MCKEEN
1120 EAST CT
SOUTH LAKE TAHOE CA 96150

OAKLAND HILLS TENNIS CLUB, INC
5475 REDWOOD RD
OAKLAND CA 94619

DARREN COBRAE
966 MODESTO AVE
SOUTH LAKE TAHOE CA 96150

CALI COFFEE CA LLC
1509 WALKUP RD
SOUTH LAKE TAHOE CA 96150-

AL TAHOE CO
ADDRESS UNKNOWN
ADDRESS

MARKLEY L & MCMAHON MALL ATT DEBORAH MARY MALLATT
PO BOX 17074
SOUTH LAKE TAHOE CA 96151

GENASCI PATRICIA D SURV TR & REV TRUST OF 9/24/98
973 LOS ANGELES AVE
SOUTH LAKE TAHOE CA 96150-

JOHN LEWIS & GAYLE WANZER
3043 HARRISON AVE APT B
SOUTH LAKE TAHOE CA 96150-

GABRIEL & LE TRANG BENEDEK
755 MORSE ST
SAN JOSE CA 95126

CARL F & ROSEMARY VIRGINIA GEORGE
PO BOX 1024
GRASS VALLEY CA 95945

ROSENBAUM DAVID H II TR & DAVID H II RV TRUST
6705 GLEN SPRINGS CT
LOUISVILLE KY 40222

ERF ENTERPRISES LLC
1473 RIFLE RANGE RD
EL CERRITO CA 94530-2506

ERF ENTERPRISES LLC
1473 RIFLE RANGE RD
EL CERRITO CA 94530

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

SOUTH LAKE TAHOE CITY OF
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

ESOTERIC HOLDINGS TX LTD PTNSP
PO BOX 171077
ARLINGTON TX 76003

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

JOHN L MARTINEZ
486 PEAR AVE APT 102
VENTURA CA 93004

CRAIG R GRASTEIT
PO BOX 13164
SOUTH LAKE TAHOE CA 96156

WIBLE PATRICIA BARTOLI
42710 42ND STREET WEST
LANCASTER CA 93536

SILVA M & JAMES E LORRIE MARCEAU 178 BAYLINE CIR
FOLSOM CA 95630-8075

VINCENT CHARLES & PAMELA D BONOTTO
3406 TWIN OAKS DR
NAPA CA 94558-5228

GIUFFRA CHARLES E TR & FAM TRUST
3957 E PELTIER RD
ACAMPO CA 95220-9539

WILLIAM H & RHONDA L CRIVELLI
7160 GRANDVILLE AVE
DOS PALOS CA 93620-9473

ERIC D HOLDEN
1092 CRAIG AVE
SOUTH LAKE TAHOE CA 96150

RICHARD & KATHLEEN DENISON
PO BOX 128
DUNNIGAN CA 95937

FRANK A & CAROLYN J YARWASKY
1229 SPRINGTIME DR
GARDNERVILLE NV 89460-9602

WILLIAM DAVID ORR
PO BOX 562907
SOUTH LAKE TAHOE CA 96156

LUIS M GARCIA
1071 CRAIG AVE
SOUTH LAKE TAHOE CA 96150

JAMES E & JAMES E ROGERS
2736 MISSION AVE
CARMICHAEL CA 95608

ALLISON JONES
1081 CRAIG AVENUE
SOUTH LAKE TAHOE CA 96150

RUGENE BENTZ
6343 LANDMARK RD
STOCKTON CA 95215

BENTZ/IVERS MARGO TR & M REV TRUST
4750 LAGORIO RD
STOCKTON CA 95215-1811

STACY WAGGONER
5590 SAUNDERS AVE
LOOMIS CA 95650

STACY LYNN WAGGONER
5590 SAUNDERS AVE
LOOMIS CA 95650

STEVEN LANE BREWSTER
PO BOX 796
SOUTH LAKE TAHOE CA 96156

DOG BLUE PROPERTIES CA LLC
4901 PARK RD
BENICIA CA 94510

DAVID C & ANN MARIE FAIRES
2017 RICHMOND ST
SACRAMENTO CA 95825-0433

BRUCE L & LINDA M VOGT
403 LIGHTHOUSE AVE
PACIFIC GROVE CA 93950-2814

BAILEY FLOOD
51 CALDWELL PL APT 3
SPRINGFIELD NJ 07081

CAROL LYNNE & TERESSA LYNNE BENNIS
1620 10TH ST
MINDEN NV 89423

GEORGE DOUGLAS & CATH ERINE CARDINALE BROWN
PO BOX 16456
SOUTH LAKE TAHOE CA 96151

DAVID A & LITTLEJOHN J
OCELYN TEN EYCK ROMERO
3531 J ST
SACRAMENTO CA 95816-5423

CRAIG S & FRIDLAND VALERIE
M DENNEY
2760 STARR MEADOWS LOOP
RENO NV 89519-7357

DIANE B & RICHARD A HOLMAN
266 KING ST
REDWOOD CITY CA 94062-1942

CONNLEY N & ROBIN CLAYTON
PO BOX 24
EL NIDO CA 95317

PATRICK & CONSTANCE M RUSH
3909 EDGEVALE CT
FAIR OAKS CA 95628

BEBOUT ALEXANDER J JR TR &
A J JR LIV REV TRUST
1120 CRAIG AVE
SOUTH LAKE TAHOE CA 96150-

PEGGY GILMAN
6252 CHESAPEAKE CIR
STOCKTON CA 95219

GILBERT G & LYNNA
ALVARADO
668 MISTY RIDGE CIR
FOLSOM CA 95630

JAN P & DIANE L BLACK
35001 GRAPE AVE
YUCAIPA CA 92399-2937

WENDY DIANE CANTFIL
15631 SW 12TH ST
PEMBROKE PINES FL 33027-2238

HUGH & ANNE DOHERTY
PO BOX 2800
EL GRANADA CA 94018

WILLIAM WARREN WIESENFELD
1420 CURCI DR UNIT 412
SAN JOSE CA 95126-3983

SMITH JUDITH M TR & REV
TRUST OF 6/28/1999
1356 SAN CLEMENTE WAY
SACRAMENTO CA 95831-2866

CHARLES A & PATRICIA A SALLE
2343 MAXIMILIAN DR
CAMPBELL CA 95008-3817

LAURIE & JANINE LANGFORD
20 DUFFY CT
PLEASANT HILL CA 94523-1708

WARREN Y & ARDEN L CHIN
2723 WESTGATE AVE
SAN JOSE CA 95125-4123

KIMBERLY & JOSE LUIZ
MUNGUIA
9690 STABLEGATE RD
WILTON CA 95693-9216

RHONDA R & MARK S DOBSON
2225 MORRO DR
SOUTH LAKE TAHOE CA 96150-

DENNIS K & JENNIFER C NG
752 HOLBROOK PL
SUNNYVALE CA 94087-1802

RICHARD STANLEY & MAUREEN
MCEVOY WILLIAMS
18396 PURDUE DR
SARATOGA CA 95070-4713

STUART & DIANA ROBERSON
438 CAPRI DR
SOUTH LAKE TAHOE CA 96150

WARREN A JONES
3985 MCKINLEY BLVD
SACRAMENTO CA 95819

RICHARD R HAMILTON
PO BOX 445
RIO VISTA CA 94571

MARLA HANDSAKER-TURK
1142 JUNIPER AVE
SOUTH LAKE TAHOE CA 96150

TERRY R & LYLA K SPEARS
237 E GLASGOW AVE
STOCKTON CA 95210

LAURENCE A REID
11769 LAKESORE SOUTH
AUBURN CA 95602

CHALPIN GREGORY C TR &
TRUST OF 10/20/1998
4413 NORTH PARK DR
SACRAMENTO CA 95821-4301

CHAD EVAN & KYMBERLEE
ANNETTE WILKINSON
PO BOX 1684
PLACERVILLE CA 95667

DANIELLE MAGRUDER
1210 MALCOLM DIXON RD
EL DORADO HILLS CA 95762

ARINDAM & BISWAS SATHI SEN
1143 CRAIG AVENUE
SOUTH LAKE TAHOE CA 96150

PATRICK & GILBOY CHERILYN HAVEN
PO BOX 592
KENTFIELD CA 94904

SERVANDO & HENDERSON NICHOLE CUELLAR
1702 GROVE ST #2
SAN FRANCISCO CA 94117

CHARLOTTE P ARMLIN
2758 BENT TREE CT
FAIRFIELD CA 94534

JODIE L TAYLOR
1147 CRAIG AVE
SOUTH LAKE TAHOE CA 96150

HORACE & EMILY HILL RUSSO
2994 COLTON RD
PEBBLE BEACH CA 93953-2943

WILLIAM BATKIN
3305 TREEHAVEN DR #1
SOUTH LAKE TAHOE CA 96150

WILLIAM BATKIN
3305 TREEHAVEN DRIVE #1
SOUTH LAKE TAHOE CA 96150

SANO D CHRISTOPHER
3305 TREEHAVEN DR #3
SOUTH LAKE TAHOE CA 96150

NOTICE OF AVAILABILITY /NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION FOR THE BIJOU/AL TAHOE COMMUNITY PLAN AMENDMENT

The City of South Lake Tahoe (City) is seeking public comments on a proposed amendment to the Bijou/Al Tahoe Community Plan (B/ATCP). The City of South Lake Tahoe proposes two amendments to the B/ ATCP. The City of South Lake Tahoe proposes two amendments to the B/ATCP: increase allowable building height to 42 feet and remove minimum roof pitch standards for public or quasi-public structures in the 56-acre project area. The amended plan will serve as a mutual plan for the City of South Lake Tahoe and TRPA by providing direction for how the applicable area shall be regulated to achieve regional environmental and land use objectives. The development standards and the specific policies referenced in the amendments are the land use standards intended to administer and regulate development within the 56-acre project area of the B/ATCP.

The City has prepared an Initial Study/Negative Declaration (IS/ND) for the proposed amendment in compliance with the California Environmental Quality Act (CEQA, Public Resources Code Section 21000 et seq.), the CEQA Guidelines. The IS/ND is being circulated for public review and comment pursuant to Section 15073 (a) of the CEQA Guidelines. **The 30-day comment period begins on Friday, October 22, 2021 and ends on November 22, 2021**. Comments should be submitted by email to jhitchcock@cityofslt.us or by mail to: John Hitchcock, City of South Lake Tahoe, 1052 Tata Lane, South Lake Tahoe, CA 96150.

The City of South Lake Tahoe Planning Commission will hold a public hearing on the proposed amendment at their regularly scheduled meeting on November 18, 2021 and December 16, 2021 at 3:00 p.m. The Planning Commission agenda packet for this item will be available three days prior to the hearing at www.cityofslt.us /114/Planning-Commission. The hearing will be held in the City Council Chambers at 1901 Lisa Maloff Way, South Lake Tahoe, CA.

The IS/ND may be viewed and downloaded at the Planning Division web page: www.cityofslt.us /1059/ Proposed-Area-Plan-Amendments. If you require additional information, please contact John Hitchcock at (530) 542-7472. A copy of the IS/ND is available for public review at 1052 Tata Lane, South Lake Tahoe, California.

Written public comments received 72 hours prior to the meeting will be distributed to the Planning Commission. Any writings or documents provided to a majority of the Planning Commission regarding any open session item will be made available for public inspection within the Agenda posted on the City's Website.

Published: October 29, 2021

Commenter	Comment	Response to Comments
Edwin Bustillos (see Comment #1)	The commenter objected to the B/ATCP IS/ND conclusions. The commenter stated that amendment would result in a flat-roof industrial building next to a federally sanctioned highway and review under the state and National Historic Preservation Acts is required due to the Pony Express Trail. The commenter further stated that the city was segmenting the CEQA analysis because the impacts of the proposed facility were not analyzed in the EIS.	Comment noted: As stated in the IS/ND under aesthetics (5.4.3-2, page 29), US 50 is not an officially designated state scenic highway in the project area, though it is listed as an eligible route. The proposed amendment would result in the development of a project located next to US 50; however, it will be located south of US 50 and setback from the highway 140 feet and will not impact Lake Tahoe's views. Per the Pony Express EA submitted by the commenter, there are few historic remains of the actual Pony Express Trail because the solitary rides left little physical trace of their passage. Also, the trail alignment often changed from week to week so a precise location has not been mapped in the Lake Tahoe Basin. It is true that numerous historic sites are associated with the trail, including within the Lake Tahoe Basin. However, none of these mapped historical sites (i.e., Friday Station, Pony Express Rider statue, and the Lincoln Highway/Lake Tahoe) are located in the project area. The city has not segmented the environmental analysis. The IS/ND was prepared to analyze the impacts of the proposed Community Plan amendment to allow additional height and lower roof pitches for public and quasi-public facilities in the 56-acre project area – no amendment to the list of allowed land uses is proposed. The analysis concluded that implementing the design standards of the Bijou/Al Tahoe

		Community Plan, the City Code, and the TRPA Code for any future project would not have a significant effect on the environment. Nevertheless, pursuant to the CEQA guidelines, project-level analysis would be required for any future project within the amendment area.
Granville Fortescue (see Comment #2)	The commenter objects to the proposed B/ATCP amendments due to impacts to the scenic shoreline and states there are better locations for the recreation center or buildings.	Comment noted: As stated in the IS/ND under aesthetics (5.4.3, pages 24-33), the proposed amendments would either have a less than significant impact or no impact provided that future project's implement the design standards of the Bijou/Al Tahoe Community Plan and the requirements of the City and TRPA Codes. Any future project would be required to implement the design standards of the B/ATCP, and be in compliance with TRPA and City requirements to ensure no significant impact to scenic vistas would occur as these standards offset the potential impacts of additional height. The TRPA and City requirements include preserving the maximum number of trees, shrubs, boulders and other natural amenities on site. Standards also require architectural treatments that limit box forms and create variations in elevations and facades to blend with the natural landscape. The standards also require the use of earthtone colors and the use of natural and natural-appearing materials. Moreover, due to the existing major conifers located within the 56-acres project area south of US 50, any proposed project would not be allowed to extend above the forest canopy,

		reducing the visibility of future structures from Lake Tahoe viewpoints. Therefore, implementation of these design measures along with making TRPA findings for additional height for future projects within the amendment area would not result in a significant impact on scenic vistas, scenic quality, or community character when viewed from major arterials, scenic turnouts, public recreation areas, or the water of Lake Tahoe. The city conducted a robust master planning process that identified the northern portion of 56-acres project area as suitable for development. As stated above, no significant impacts were identified, if standards of the B/ATCP, City Code and TRPA Code are implemented. Moreover, a project-level analysis would be required for any future project within the amendment area.
Paul Thorpe (see Comment #3)	The commenter objects to the proposed B/ATCP amendments. However, the commenter did not raise any environmental issues with the proposed amendment.	Comment noted. This comment does not address environmental issues and does not require a response under 14 Cal. Code Regs. section 15204(a).
Richard Smothers (see Comment #4)	Commenter objects to the proposed B/ATCP amendments IS/ND. However, the commenter did not raise any environmental issues with the proposed amendment. The commenter states that Director of Development Services, Hilary Roverud, had a conflict of interest.	Comment noted. This comment does not address environmental issues and does not require a response under 14 Cal. Code Regs. section 15204(a). The City notes for the record that Development Services Director Hilary Roverud received formal advice from the Fair Political Practices Commission and has not

		participated in governmental decisions on this project.
Saundra Edwards (see Comment #5)	Commenter objects to the proposed B/ATCP amendments IS/ND and states that it is deficient and does not consider impacts to the Pony Express Trail, the Lincoln Highway, the TRPA designated scenic corridor, or the California State Scenic Highway. The commenter states that Director of Development Services Hilary Roverud, and Councilmember Middlebrook, have a conflict of interest.	Comment noted: Please see response to comment number 1 regarding potential impacts to historic resources. As stated in the IS/ND under aesthetics (5.4.3-2, page 29), US 50 is not an officially designated state scenic highway in the project area, though it is listed as an eligible route. The IS/ND did consider the impacts on TRPA scenic corridor (5. 4.3-5, page 30) and concluded that the proposed amendment would have less than significant impact on the environment. The comments alleging conflicts of interest do not address environmental issues and do not require a response under 14 Cal. Code Regs. section 15204(a). The City notes for the record that Development Services Director Hilary Roverud received formal advice from the Fair Political Practices Commission and has not participated in governmental decisions on this project. Additionally, Councilmember Middlebrook confirmed with the Fair Political Practices Commission that his income from the Tahoe Regional Planning Agency does not create a financial conflict of interest under the Political Reform Act, Government Code section 82030.
TRPA (see Comment #6)	TRPA staff provided comments and suggested editorial changes for ease of readability and clarity and requested	The B/ATCP IS/ND was edited to incorporate TRPA suggested edits. Analysis in the aesthetics section (5.4.3-1, pages 25-29) was

	additional analysis for impacts on scenic vistas.	expanded to include additional analysis on the proposed amendments' potential impact on existing scenic vistas. Though additional analysis for scenic vistas was provided based on the TRPA comments, conclusions of the B/ATCP Draft IS/ND were not changed.

City of South Lake Tahoe
"making a positive difference now"

CITY OF SOUTH LAKE TAHOE
DEVELOPMENT SERVICES DEPARTMENT

PLANNING DIVISION

Proof of Service by Mail
(required as per SLT Municipal Code Section 6.55.640

SUBJECT: **Bijou/Al Tahoe Community Plan Amendments**
ADDRESS: **56-Acres (Bounded by Rufus Allen, Lake Tahoe Blvd, and Lyon Avenue**
APN: **026-50-003, -004, -005, -006**

STATE OF CALIFORNIA)
COUNTY OF EL DORADO)
CITY OF SOUTH LAKE TAHOE)

I am an employee of the City of South Lake Tahoe, Development Services Department.

I, **John Hitchcock**, served the attached notice pursuant to Section 6.55.640 of the South Lake Tahoe Municipal Code on the persons named thereon or attached thereto by placing a true copy thereof with postage thereon fully prepaid in the United States mail.

I declare, under penalty or perjury, that the foregoing is true and correct.

Executed on 10/3/2021 (Date) , at Service Center.
Development Service Department
Services Center
1052 Tata Lane
South Lake Tahoe, CA 96150-6251

Signature

Attachments: 1. Legal Notice
2. Boundary Map
3. Property List

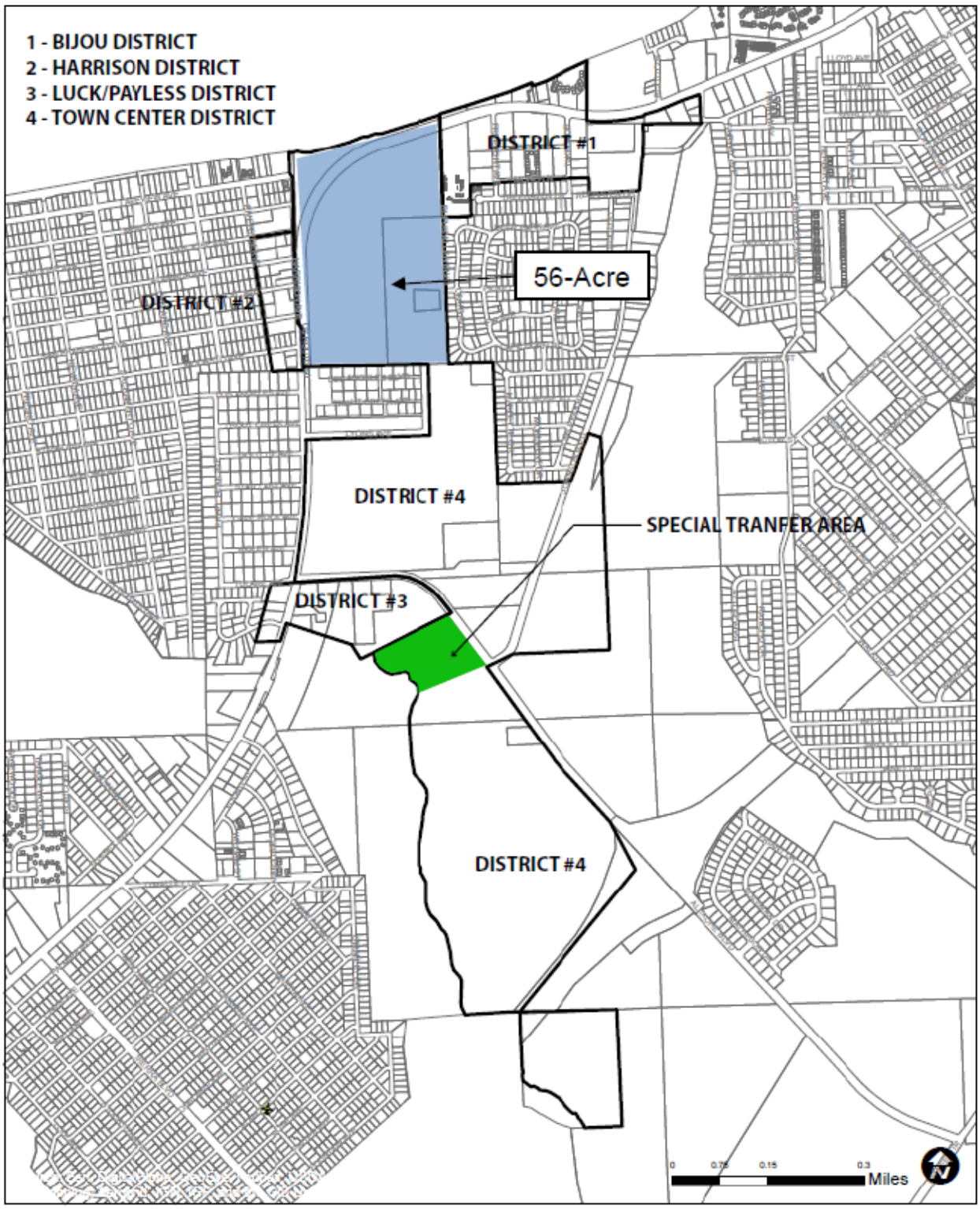
NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE PLANNING COMMISSION MEETING

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe Planning Commission will conduct a public hearing on **December 16, 2021 at 3:00 p.m.,** or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following

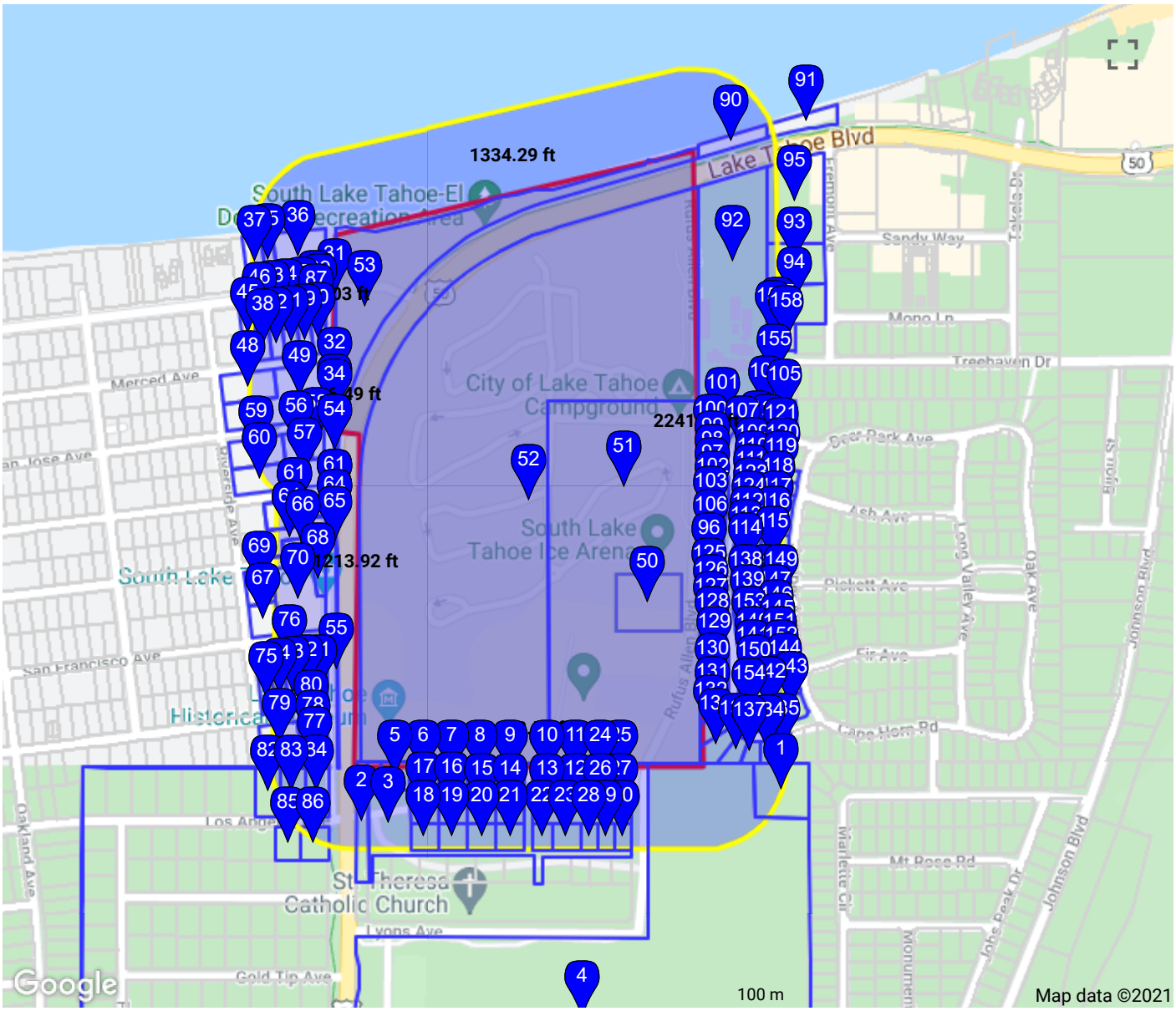
Bijou/Al Tahoe Community Plan/Specific Plan Amendments and Initial Study/Negative Declaration/Initial Environmental Checklist

Summary: The City of South Lake Tahoe is proposing to amend the Bijou/Al Tahoe Community Plan/Specific Plan to allow additional height up to 42 feet with no minimum cross slope or roof pitch requirement for public and quasi-public facilities located in the 56-acre project area (John Hitchcock, jhitchcock@cityofslt.us,530.542.7472)

All interested persons are invited to attend and speak on the projects or may write their comments to the City Planning Division. Pursuant to Government Code Section 65009(b)(2), if you challenge the application in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Planning Division at, or prior to, the Public Hearing. Any written correspondences should be directed to the South Lake Tahoe Planning Commission, 1052 Tata Lane, South Lake Tahoe, CA 96150. Staff reports will be available three days prior to the hearing and can be downloaded from the City of South Lake Tahoe website (**https://www.cityofslt.us/84/Watch-City-CouncilPlanning-Commission-Me**). For any questions, please contact the the staff planner listed above.


1 - BIJOU DISTRICT
2 - HARRISON DISTRICT
3 - LUCK/PAYLESS DISTRICT
4 - TOWN CENTER DISTRICT
DISTRICT #1
56-Acre
DISTRICT #2
DISTRICT #4
SPECIAL TRANFER AREA
DISTRICT #3
DISTRICT #4
0
0.075
0.15
0.3
Miles

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DETAIL

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	1	EDX	025-010-007-000	1201 RUFUS ALLEN BLVD	HAMILTON MICHAEL R TR & NANCY EIMER TR	SOUTH LAKE TAHOE CA 96150-8213
☑	2	EDX	025-010-062-000		STATE OF CALIFORNIA	SOUTH LAKE TAHOE CA 96150
☑	3	EDX	025-010-063-000	3030 LAKE TAHOE BLVD	AMER LEGION TAHOE RESORT	SOUTH LAKE TAHOE CA 96150-7810
☑	4	EDX	025-010-065-000	1066 LYONS AVE	LAKE TAHOE UNIFIED SCHOOL DIST	SOUTH LAKE TAHOE CA 96150
☑	5	EDX	025-930-001-000	1001 LOS ANGELES BLVD	ANDERSEN KAREN D TR & MCMURRAY CHRISTINA S	SOUTH LAKE TAHOE CA 96150-8209
☑	6	EDX	025-930-002-000	1011 LOS ANGELES BLVD	URBAN LELAINE INGRAM TR	SOUTH LAKE TAHOE CA 96150-8209
☑	7	EDX	025-930-003-000	1019 LOS ANGELES BLVD	INGRAM M LEILANI	SOUTH LAKE TAHOE CA 96150-8209
☑	8	EDX	025-930-004-000	1023 LOS ANGELES BLVD	STUART RICHARD C ETAL	SOUTH LAKE TAHOE CA 96150-8209
☑	9	EDX	025-930-005-000	1029 LOS ANGELES BLVD	TALBURT JEAN	SOUTH LAKE TAHOE CA 96150-8209
☑	10	EDX	025-930-006-000	1043 LOS ANGELES BLVD	BONTI LISA A & JENNINGS CHERYL J	SOUTH LAKE TAHOE CA 96150-8209
☑	11	EDX	025-930-007-000	1053 LOS ANGELES BLVD	HERMANT LADONNA G	SOUTH LAKE TAHOE CA 96150-8209
☑	12	EDX	025-930-008-000	1056 LOS ANGELES BLVD	GUSTAFSON KEITH R & LENNOX LISA J	SOUTH LAKE TAHOE CA 96150-7809
☑	13	EDX	025-930-009-000	1048 LOS ANGELES BLVD	SMITH HOWARD & KAREN BERG	SOUTH LAKE TAHOE CA 96150-7809
☑	14	EDX	025-930-010-000	1036 LOS ANGELES BLVD	SOETH WILLIAM NORMAN TR & W TAHOE TRUST 5/23/16	SOUTH LAKE TAHOE CA 96150-7809
☑	15	EDX	025-930-011-000	1028 LOS ANGELES BLVD	DE TARR DARCY SUC CO TR & TARR MARTIN SUC CO TR	SOUTH LAKE TAHOE CA 96150-7809
☑	16	EDX	025-930-012-000	1020 LOS ANGELES BLVD	LEWIS JAMES R & DOUGLAS W	SOUTH LAKE TAHOE CA 96150-7809
☑	17	EDX	025-930-013-000		AMER LEGION TAHOE RESORT	SOUTH LAKE TAHOE CA 96150
☑	18	EDX	025-930-014-000	1011 TROUT CREEK AVE	OLWELL JEFFREY B	SOUTH LAKE TAHOE CA 96150-8207
☑	19	EDX	025-930-015-000	1019 TROUT CREEK AVE	LAWRIE DEAN C & PEGGY DENEEN	SOUTH LAKE TAHOE CA 96150-8207

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	20	EDX	025-930-016-000	1023 TROUT CREEK AVE	SIMONS STEVEN R & SHIRLEY A	SOUTH LAKE TAHOE CA 96150-8207
☑	21	EDX	025-930-017-000	1029 TROUT CREEK AVE	STAHMER ROBERT T TR & JUANITA TR	SOUTH LAKE TAHOE CA 96150-8207
☑	22	EDX	025-930-018-000	1049 TROUT CREEK AVE	BRADFORD ERNEST E TR & JUDY M TR	SOUTH LAKE TAHOE CA 96150-8207
☑	23	EDX	025-930-019-000	1053 TROUT CREEK AVE	MERCER DAVID F & CHRISTINE A	SOUTH LAKE TAHOE CA 96150-8207
☑	24	EDX	025-930-028-000	1065 LOS ANGELES BLVD	IRVINE EARNEST	SOUTH LAKE TAHOE CA 96150-8209
☑	25	EDX	025-930-029-000	1069 LOS ANGELES AVE	BONTI DAVID E CO TR & PATRICIA L CO TR	SOUTH LAKE TAHOE CA 96150-8209

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DETAIL

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	26	EDX	025-930-030-000	1062 LOS ANGELES BLVD	STINE SUSAN M TR	SOUTH LAKE TAHOE CA 96150-7809
☑	27	EDX	025-930-031-000	1068 LOS ANGELES BLVD	WHITE GARY & IRENE	SOUTH LAKE TAHOE CA 96150-7809
☑	28	EDX	025-930-032-000	1059 TROUT CREEK AVE	PALMER EVAN & LINNARD PALMER LUANNE	SOUTH LAKE TAHOE CA 96150-8207
☑	29	EDX	025-930-033-000	1065 TROUT CREEK AVE	WEBB CURTIS L & LYNN M & MOORE JOHN J TR	SOUTH LAKE TAHOE CA 96150-8207
☑	30	EDX	025-930-034-000	1069 TROUT CREEK AVE	ALDINGER SALLY L TR & 2004 REV TRUST	SOUTH LAKE TAHOE CA 96150-8207
☑	31	EDX	026-040-003-000		RICCI RISMO & ALFIA	SOUTH LAKE TAHOE CA 96150
☑	32	EDX	026-040-005-000		LAUSCHE ALBERT (DECD)	SOUTH LAKE TAHOE CA 96150
☑	33	EDX	026-040-006-000		ANDERSON KENNETH & DELORES H	SOUTH LAKE TAHOE CA 96150
☑	34	EDX	026-040-007-000		CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150
☑	35	EDX	026-043-009-000	985 LAKEVIEW AVE 1	DUBNER MARGUERITE TR & SURVIVORS TRUST	SOUTH LAKE TAHOE CA 96150-7970
☑	36	EDX	026-043-015-000	999 LAKEVIEW AVE	BEACHCOMBER INN VACATION & MEMBERSHIP ASSOC-TRUSTE	SOUTH LAKE TAHOE CA 96150-7970
☑	37	EDX	026-043-017-000	981 LAKEVIEW AVE	CERESKE WILLIAM H JR CO TR & JEANETTE A CO TR	SOUTH LAKE TAHOE CA 96150-7970
☑	38	EDX	026-046-005-000	977 MERCED AVE	GOLDING GEORGIA M TR & FAM TRUST OF 5/29/97	SOUTH LAKE TAHOE CA 96150-7936
☑	39	EDX	026-046-007-000	993 MERCED AVE	FOSTER RICHARD AHL TR & JG&EA RV INTRO VIVOS TR	SOUTH LAKE TAHOE CA 96150-7936
☑	40	EDX	026-046-008-000	3171 HARRISON AVE	TSAI MARGARET Y TR & TRUST 3/4/1992	SOUTH LAKE TAHOE CA 96150
☑	41	EDX	026-046-009-000	989 MERCED AVE	STERKEL DENNIS L TR & D L FAM REV TRUST	SOUTH LAKE TAHOE CA 96150-7936
☑	42	EDX	026-046-010-000	981 MERCED AVE	GAINES MARY D TR & CREDIT TRUST 7/30/03	SOUTH LAKE TAHOE CA 96150-7936
☑	43	EDX	026-046-011-000	980 LAKEVIEW AVE	WALL TRENT M	SOUTH LAKE TAHOE CA 96150-7968
☑	44	EDX	026-046-014-000	988 LAKEVIEW AVE	PHILLIPS DAVID & MARIA ISABEL	SOUTH LAKE TAHOE CA 96150-7968

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	45	EDX	026-046-015-000	976 LAKEVIEW AVE	BROCATO DOMINIC & MCCREADY ROBERT A	SOUTH LAKE TAHOE CA 96150-7968
☑	46	EDX	026-046-016-000	978 LAKEVIEW AVE 1	SMITH STEVE A & ANNE M	SOUTH LAKE TAHOE CA 96150-7965
☑	47	EDX	026-046-018-000	992 LAKEVIEW AVE	AMIRI SERIO TR	SOUTH LAKE TAHOE CA 96150-7968
☑	48	EDX	026-049-001-000	968 MERCED AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7938
☑	49	EDX	026-049-002-000	993 SAN JOSE AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7944
☑	50	EDX	026-050-003-000	1170 RUFUS ALLEN BLVD	COUNTY OF EL DORADO	SOUTH LAKE TAHOE CA 96150-8210

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DETAIL

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	51	EDX	026-050-004-000	1176 RUFUS ALLEN BLVD	SOUTH LAKE TAHOE CITY OF	SOUTH LAKE TAHOE CA 96150-8211
☑	52	EDX	026-050-005-000	3050 LAKE TAHOE BLVD	COUNTY OF EL DORADO	SOUTH LAKE TAHOE CA 96150-7810
☑	53	EDX	026-050-006-000	1004 LAKEVIEW AVE	COUNTY OF EL DORADO	SOUTH LAKE TAHOE CA 96150-2555
☑	54	EDX	026-080-001-000		CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150
☑	55	EDX	026-080-002-000		CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150
☑	56	EDX	026-083-003-000	984 SAN JOSE AVE	3135 HARRISON CA LLC	SOUTH LAKE TAHOE CA 96150-7942
☑	57	EDX	026-083-005-000	3131 HARRISON AVE	WILLIAMS RONALD S TR & JACQUELINE H TR	SOUTH LAKE TAHOE CA 96150-7924
☑	58	EDX	026-083-007-000	3135 HARRISON AVE	3135 HARRISON CA LLC	SOUTH LAKE TAHOE CA 96150-7923
☑	59	EDX	026-083-009-000	972 SAN JOSE AVE	3135 HARRISON CA LLC	SOUTH LAKE TAHOE CA 96150-7942
☑	60	EDX	026-083-010-000	979 ALAMEDA AVE	WILLIAMS RONALD S TR & JACQUELINE H TR	SOUTH LAKE TAHOE CA 96150-7949
☑	62	EDX	026-086-006-000	3121 HARRISON AVE	TDL ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150-7925
☑	62	EDX	026-086-006-000	3121 HARRISON AVE	TDL ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150-7925
☑	64	EDX	026-086-011-000	3115 HARRISON AVE	MCKEEN MICHAEL S & LORI W TR	SOUTH LAKE TAHOE CA 96150-7925
☑	64	EDX	026-086-011-000	3115 HARRISON AVE	MCKEEN MICHAEL S & LORI W TR	SOUTH LAKE TAHOE CA 96150-7925
☑	65	EDX	026-086-012-000		CEFALU JOHN N & JUDY A	SOUTH LAKE TAHOE CA 96150
☑	66	EDX	026-086-013-000	3111 HARRISON AVE	CEFALU JOHN N TR & JUDY A TR	SOUTH LAKE TAHOE CA 96150-7925
☑	67	EDX	026-089-006-000	3092 RIVERSIDE AVE 3	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7822
☑	68	EDX	026-089-007-000	3101 HARRISON AVE	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7929

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	69	EDX	026-089-009-000	972 TALLAC AVE A	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7995
☑	70	EDX	026-089-010-000	3091 HARRISON AVE 97	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7979
☑	71	EDX	026-113-007-000	3069 LAKE TAHOE BLVD	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7803
☑	72	EDX	026-113-008-000	981 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838
☑	73	EDX	026-113-009-000	977 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838
☑	74	EDX	026-113-010-000	973 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838
☑	75	EDX	026-113-011-000	969 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838

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	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	76	EDX	026-113-014-000	3079 HARRISON AVE	THE PRESS PROJECT CA LLC	SOUTH LAKE TAHOE CA 96150-7976
☑	77	EDX	026-114-022-000	3045 HARRISON AVE	MCKEEN MICHAEL S TR & LORI W TR	SOUTH LAKE TAHOE CA 96150-7926
☑	78	EDX	026-114-023-000	3053 HARRISON AVE	OAKLAND HILLS TENNIS CLUB, INC	SOUTH LAKE TAHOE CA 96150-7957
☑	79	EDX	026-114-026-000	966 MODESTO AVE	COBRAE DARREN	SOUTH LAKE TAHOE CA 96150-7836
☑	80	EDX	026-114-027-000	3059 HARRISON AVE	CALI COFFEE CA LLC	SOUTH LAKE TAHOE CA 96150-7926
☑	81	EDX	026-200-008-000		AL TAHOE CO	SOUTH LAKE TAHOE CA 96150
☑	82	EDX	026-241-008-000	963 LOS ANGELES AVE	MALLATT MARKLEY L & MCMAHON MALLATT DEBORAH MARY	SOUTH LAKE TAHOE CA 96150-7841
☑	83	EDX	026-241-009-000	973 LOS ANGELES AVE	GENASCI PATRICIA D SURV TR & REV TRUST OF 9/24/98	SOUTH LAKE TAHOE CA 96150-7841
☑	84	EDX	026-241-010-000	3043 HARRISON AVE	WANZER JOHN LEWIS & GAYLE	SOUTH LAKE TAHOE CA 96150-8271
☑	85	EDX	026-242-007-000	970 LOS ANGELES AVE	BENEDEK GABRIEL & LE TRANG	SOUTH LAKE TAHOE CA 96150-7840
☑	86	EDX	026-242-008-000	974 LOS ANGELES AVE	GEORGE CARL F & ROSEMARY VIRGINIA	SOUTH LAKE TAHOE CA 96150-7840
☑	87	EDX	026-290-001-000	3181 HARRISON AVE	ROSENBAUM DAVID H II TR & DAVID H II RV TRUST	SOUTH LAKE TAHOE CA 96150
☑	88	EDX	026-290-002-000	996 LAKEVIEW AVE	ERF ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150-7968
☑	89	EDX	026-290-003-000		ERF ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150
☑	90	EDX	027-010-014-000	3291 LAKE TAHOE BLVD	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150
☑	91	EDX	027-010-017-000	3311 LAKE TAHOE BLVD	SOUTH LAKE TAHOE CITY OF	SOUTH LAKE TAHOE CA 96150-7927
☑	92	EDX	027-170-002-000	3284 LAKE TAHOE BLVD	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150-7906
☑	93	EDX	027-170-009-000	1030 FREMONT AVE	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150-8135

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	94	EDX	027-170-012-000	1050 FREMONT AVE	ESOTERIC HOLDINGS TX LTD PTNSP	SOUTH LAKE TAHOE CA 96150-8135
☑	95	EDX	027-170-015-000	3300 LAKE TAHOE BLVD	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150-7910
☑	96	EDX	027-221-001-000	1108 CRAIG AVE	MARTINEZ JOHN L	SOUTH LAKE TAHOE CA 96150-8146
☑	97	EDX	027-221-005-000	1084 CRAIG AVE	GRASTEIT CRAIG R	SOUTH LAKE TAHOE CA 96150-8145
☑	98	EDX	027-221-006-000	1080 CRAIG AVE	BARTOLI WIBLE PATRICIA TR	SOUTH LAKE TAHOE CA 96150-8145
☑	99	EDX	027-221-007-000	1079 RUFUS ALLEN BLVD	SILVA M LORRIE TR & JAMES E TR	SOUTH LAKE TAHOE CA 96150-8251
☑	100	EDX	027-221-008-000	1071 RUFUS ALLEN BLVD	BONOTTO VINCENT CHARLES TR & PAMELA D TR	SOUTH LAKE TAHOE CA 96150-8251

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DETAIL

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	101	EDX	027-221-009-000	3293 DEER PARK AVE	GIUFFRA CHARLES E TR & FAM TRUST	SOUTH LAKE TAHOE CA 96150-8152
☑	102	EDX	027-221-034-000	1088 CRAIG AVE	CRIVELLI WILLIAM H & RHONDA L	SOUTH LAKE TAHOE CA 96150-8145
☑	103	EDX	027-221-035-000	1095 RUFUS ALLEN BLVD	HOLDEN ERIC D	SOUTH LAKE TAHOE CA 96150-8251
☑	104	EDX	027-221-039-000	3301 DEER PARK AVE	DENISON RICHARD TR & KATHLEEN TR	SOUTH LAKE TAHOE CA 96150-8152
☑	105	EDX	027-221-040-000	3303 DEER PARK AVE	YARWASKY FRANK A & CAROLYN J	SOUTH LAKE TAHOE CA 96150-8152
☑	106	EDX	027-221-047-000	1100 CRAIG AVE	ORR WILLIAM DAVID	SOUTH LAKE TAHOE CA 96150-8145
☑	107	EDX	027-222-001-000	1071 CRAIG AVE	GARCIA LUIS M	SOUTH LAKE TAHOE CA 96150-8147
☑	108	EDX	027-222-002-000	3298 DEER PARK AVE	ROGERS JAMES E & JAMES E & WILLIS HARRIET E TR	SOUTH LAKE TAHOE CA 96150
☑	109	EDX	027-222-003-000	1081 CRAIG AVE	JONES ALLISON	SOUTH LAKE TAHOE CA 96150-8147
☑	110	EDX	027-222-004-000	1085 CRAIG AVE	BENTZ RUGENE	SOUTH LAKE TAHOE CA 96150-8147
☑	111	EDX	027-222-005-000	1087 CRAIG AVE	BENTZ/IVERS MARGO TR & M REV TRUST	SOUTH LAKE TAHOE CA 96150-8147
☑	112	EDX	027-222-007-000	1101 CRAIG AVE	WAGGONER STACY TR	SOUTH LAKE TAHOE CA 96150
☑	113	EDX	027-222-008-000	1103 CRAIG AVE	WAGGONER STACY LYNN	SOUTH LAKE TAHOE CA 96150
☑	114	EDX	027-222-009-000	3295 PICKETT AVE	BREWSTER STEVEN LANE	SOUTH LAKE TAHOE CA 96150
☑	115	EDX	027-222-010-000	1108 JUNIPER AVE	DOG BLUE PROPERTIES CA LLC	SOUTH LAKE TAHOE CA 96150-8118
☑	116	EDX	027-222-011-000	1100 JUNIPER AVE	FAIRES DAVID C TR & ANN MARIE TR	SOUTH LAKE TAHOE CA 96150-8118
☑	117	EDX	027-222-012-000	1096 JUNIPER AVE	VOGT BRUCE L JR TR & LINDA M TR	SOUTH LAKE TAHOE CA 96150-8118
☑	118	EDX	027-222-013-000	1092 JUNIPER AVE	FLOOD BAILEY	SOUTH LAKE TAHOE CA 96150-8118

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	119	EDX	027-222-014-000	1084 JUNIPER AVE	BENNIS CAROL LYNNE & TERESSA LYNNE	SOUTH LAKE TAHOE CA 96150-8118
☑	120	EDX	027-222-015-000	1082 JUNIPER AVE	BROWN GEORGE DOUGLAS & CATHERINE CARDINALE TR	SOUTH LAKE TAHOE CA 96150-8118
☑	121	EDX	027-222-017-000	3306 DEER PARK AVE	ROMERO DAVID A & LITTLEJOHN JOCELYN TEN EYCK	SOUTH LAKE TAHOE CA 96150
☑	122	EDX	027-222-018-000	3302 DEER PARK AVE	DENNEY CRAIG S TR & FRIDLAND VALERIE M TR	SOUTH LAKE TAHOE CA 96150
☑	123	EDX	027-222-019-000	1091 CRAIG AVE	HOLMAN DIANE B & RICHARD A	SOUTH LAKE TAHOE CA 96150-8147
☑	124	EDX	027-222-020-000	1095 CRAIG AVE	CLAYTON CONNLEY N & ROBIN	SOUTH LAKE TAHOE CA 96150-8147
☑	125	EDX	027-231-001-000	3282 PICKETT AVE	RUSH PATRICK & CONSTANCE M	SOUTH LAKE TAHOE CA 96150-8101

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DETAIL

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	126	EDX	027-231-002-000	1120 CRAIG AVE	BEBOUT ALEXANDER J JR TR & A J JR LIV REV TRUST	SOUTH LAKE TAHOE CA 96150-8146
☑	127	EDX	027-231-003-000	1124 CRAIG AVE	GILMAN PEGGY	SOUTH LAKE TAHOE CA 96150-8146
☑	128	EDX	027-231-004-000	1128 CRAIG AVE	ALVARADO GILBERT G & LYNNA	SOUTH LAKE TAHOE CA 96150-8146
☑	129	EDX	027-231-005-000	1132 CRAIG AVE	BLACK JAN P TR & DIANE L TR	SOUTH LAKE TAHOE CA 96150-8146
☑	130	EDX	027-231-006-000	1144 CRAIG AVE	CANTFIL WENDY DIANE	SOUTH LAKE TAHOE CA 96150-8146
☑	131	EDX	027-231-007-000	1148 CRAIG AVE	DOHERTY HUGH TR & ANNE TR	SOUTH LAKE TAHOE CA 96150-8146
☑	132	EDX	027-231-008-000	1150 CRAIG AVE	WIESENFELD WILLIAM WARREN	SOUTH LAKE TAHOE CA 96150-8146
☑	133	EDX	027-231-009-000	3292 CAPE HORN RD	SMITH JUDITH M TR & REV TRUST OF 6/28/1999	SOUTH LAKE TAHOE CA 96150-8156
☑	134	EDX	027-231-011-000	3300 CAPE HORN RD	SALLE CHARLES A & PATRICIA A	SOUTH LAKE TAHOE CA 96150-8140
☑	135	EDX	027-231-012-000	3302 CAPE HORN RD	LANGFORD LAURIE & JANINE	SOUTH LAKE TAHOE CA 96150-8140
☑	136	EDX	027-231-038-000	3294 CAPE HORN RD	CHIN WARREN Y & ARDEN L	SOUTH LAKE TAHOE CA 96150-8156
☑	137	EDX	027-231-039-000	3298 CAPE HORN RD	MUNGUIA KIMBERLY & JOSE LUIZ	SOUTH LAKE TAHOE CA 96150-8156
☑	138	EDX	027-232-001-000	1117 CRAIG AVE 1	DOBSON RHONDA R & MARK S	SOUTH LAKE TAHOE CA 96150-8148
☑	139	EDX	027-232-002-000	1125 CRAIG AVE	NG DENNIS K TR & JENNIFER C TR	SOUTH LAKE TAHOE CA 96150-8148
☑	140	EDX	027-232-005-000	1135 CRAIG AVE	WILLIAMS RICHARD STANLEY JR TR & MAUREEN MCEVOY TR	SOUTH LAKE TAHOE CA 96150-8148
☑	141	EDX	027-232-006-000	1139 CRAIG AVE	ROBERSON STUART & DIANA	SOUTH LAKE TAHOE CA 96150-8148
☑	142	EDX	027-232-008-000	3305 CAPE HORN RD	JONES WARREN A	SOUTH LAKE TAHOE CA 96150
☑	143	EDX	027-232-009-000	1144 JUNIPER AVE	HAMILTON RICHARD R TR	SOUTH LAKE TAHOE CA 96150-8119

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	144	EDX	027-232-010-000	1142 JUNIPER AVE	HANDSAKER-TURK MARLA	SOUTH LAKE TAHOE CA 96150-8119
☑	145	EDX	027-232-012-000	1130 JUNIPER AVE	SPEARS TERRY R TR & LYLA K TR	SOUTH LAKE TAHOE CA 96150-8119
☑	146	EDX	027-232-013-000	1122 JUNIPER AVE	REID LAURENCE A	SOUTH LAKE TAHOE CA 96150-8119
☑	147	EDX	027-232-014-000	1120 JUNIPER AVE	CHALPIN GREGORY C TR & TRUST OF 10/20/1998	SOUTH LAKE TAHOE CA 96150-8119
☑	148	EDX	027-232-015-000	3300 PICKETT AVE	WILKINSON CHAD EVAN TR & KYMBERLEE ANNETTE TR	SOUTH LAKE TAHOE CA 96150-8101
☑	149	EDX	027-232-016-000	1116 JUNIPER AVE	MAGRUDER DANIELLE	SOUTH LAKE TAHOE CA 96150-8119
☑	150	EDX	027-232-017-000	1143 CRAIG AVE	SEN ARINDAM & BISWAS SATHI TR	SOUTH LAKE TAHOE CA 96150-8148

PARCELQUEST

LIST 0

DETAIL

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	151	EDX	027-232-019-000	1134 JUNIPER AVE	HAVEN PATRICK & GILBOY CHERILYN TR	SOUTH LAKE TAHOE CA 96150-8119
☑	152	EDX	027-232-020-000	1138 JUNIPER AVE	CUELLAR SERVANDO & HENDERSON NICHOLE	SOUTH LAKE TAHOE CA 96150-8119
☑	153	EDX	027-232-023-000	1127 CRAIG AVE	ARMLIN CHARLOTTE P	SOUTH LAKE TAHOE CA 96150-8148
☑	154	EDX	027-232-024-000	1147 CRAIG AVE	TAYLOR JODIE L	SOUTH LAKE TAHOE CA 96150-8148
☑	155	EDX	027-381-004-000	3302 TREEHAVEN CT	RUSSO HORACE & EMILY HILL	SOUTH LAKE TAHOE CA 96150
☑	156	EDX	027-660-001-000	3305 TREEHAVEN CT 1	BATKIN WILLIAM	SOUTH LAKE TAHOE CA 96150
☑	157	EDX	027-660-002-000	3305 TREEHAVEN CT 2	BATKIN WILLIAM	SOUTH LAKE TAHOE CA 96150
☑	158	EDX	027-660-005-000		SANO D CHRISTOPHER & DONALD CHRISTOPHER	SOUTH LAKE TAHOE CA 96150

MICHAEL R & NANCY EIMER HAMILTON
33152 VIA MAYOR
SAN JUAN CAPISTRA CA 92675-

STATE OF CALIFORNIA
PO BOX 911
MARYSVILLE CA 95901

AMER LEGION TAHOE RESORT
PO BOX 1279
HAYFORK CA 96041-1279

LAKE TAHOE UNIFIED SCHOOL DIST
337 PLACERVILLE DR
PLACERVILLE CA 95667

KAREN D & MCMURRAY CHRISTINA S ANDERSEN
PO BOX 928
NEWCASTLE CA 95658

LELAINE INGRAM URBAN
1011 LOS ANGELES AVE
SOUTH LAKE TAHOE CA 96150-

INGRAM M LEILANI
5613 DIVOT PL
LAS VEGAS NV 89130

RICHARD C STUART
2470 PALMIRA PL
SAN RAMON CA 94583

JEAN TALBURT
5662 DRAKES DR
DISCOVERY BAY CA 94505-9372

LISA A & JENNINGS CHERYL J BONTI
3218 MAX CT
CARMICHAEL CA 95608-3776

LADONNA G HERMANT
356 OMNI DR
SPARKS NV 89441-7266

KEITH R & LENNOX LISA J GUSTAFSON
4961 8TH AVE
SACRAMENTO CA 95816

HOWARD & KAREN BERG SMITH
2408 MCGARVEY AVE
REDWOOD CITY CA 94061-1335

SOETH WILLIAM NORMAN TR & W TAHOE TRUST 5/23/16
20809 WOODLAND CV
GARDEN RIDGE TX 78266

DE TARR DARCY SUC CO TR & TARR MARTIN SUC CO TR
26 VICTORIA RD
BURLINGAME CA 94010-2957

JAMES R & DOUGLAS W LEWIS
33 HARVEST DR
OAKLEY CA 94561-4315

AMER LEGION TAHOE RESORT
7787 GREENRIDGE WAY
FAIR OAKS CA 95628

JEFFREY B OLWELL
2731 LAND PARK DR
SACRAMENTO CA 95818

DEAN C & PEGGY DENEEN LAWRIE
102 MCDERBY CT
FOLSOM CA 95630-2256

STEVEN R & SHIRLEY A SIMONS
211 ST FRANCIS WY
RIO VISTA CA 94571

ROBERT T & JUANITA STAHMER
845 PEAR AVE
SUNNYVALE CA 94087

ERNEST E & JUDY M BRADFORD
4720 HIXON CIR
CARMICHAEL CA 95608-8024

DAVID F & CHRISTINE A MERCER
730 EDWARDO AVE
BEN LOMOND CA 95005-9406

EARNEST IRVINE
758 CHANNING AVE
PALO ALTO CA 94301

BONTI DAVID E CO TR & PATRICIA L CO TR
5713 ASHBROOK LN
ORANGEVALE CA 95662-5525

SUSAN M STINE
581 39TH ST
SACRAMENTO CA 95816-3934

GARY & IRENE WHITE
1505 PEPPERTREE CT
WEST SACRAMENTO CA 95691-

EVAN & LINNARD PALMER LUANNE PALMER
382 IRWIN ST
SAN RAFAEL CA 94901-5120

CURTIS L & LYNN M WEBB
105 COBB CT
FOLSOM CA 95630

ALDINGER SALLY L TR & 2004 REV TRUST
PO BOX 1279
HAYFORK CA 96041

RISMO & ALFIA RICCI
RON RICCI 3604 ARDEN CREEK
SACRAMENTO CA 95864

ALBERT LAUSCHE
PO BOX 878
ROUGH AND READY CA 95975

KENNETH & DELORES H ANDERSON
1501 SECRET RAVINE PKWY # 820
ROSEVILLE CA 95661-6008

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

DUBNER MARGUERITE TR & SURVIVORS TRUST
4412 STRIPED MAPLE CT
CONCORD CA 94521-4329

BEACHCOMBER INN VACATION & MEMBERSHIP ASSOC-TRUSTE
999 LAKEVIEW AVE
SOUTH LAKE TAHOE CA 96150-

CERESKE WILLIAM H JR CO TR & JEANETTE A CO TR
1193 S KINGFISHER WAY
BOISE ID 83709-1237

GOLDING GEORGIA M TR & FAM TRUST OF 5/29/97
PO BOX 563
SANTA MARGARITA CA 93453

RICHARD AHL & JG FOSTER
9275 APPLE RIDGE LN
SEBASTOPOL CA 95472-9623

TSAI MARGARET Y TR & TRUST 3/4/1992
43502 MODENA DR
TEMECULA CA 92592-9235

STERKEL DENNIS L TR & D L FAM REV TRUST
1343 BERWICK DR
MORRO BAY CA 93442-1809

GAINES MARY D TR & CREDIT TRUST 7/30/03
3502 SCHOONER DR
STOCKTON CA 95219-4566

TRENT M WALL
14868 GUADALUPE DR
RANCHO MURIETA CA 95683

DAVID & MARIA ISABEL PHILLIPS
4146 MARSTON LANE
SANTA CLARA CA 95054

DOMINIC & MCCREADY ROBERT A BROCATO
20430 SARATOGA LOS GATOS RD
SARATOGA CA 95070-5935

STEVE A & ANNE M SMITH
PO BOX 89
MONTARA CA 94037

SERIO AMIRI
11040 BOLLINGER CANYON RD
SAN RAMON CA 94582

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

COUNTY OF EL DORADO
360 FAIR LN
PLACERVILLE CA 95667

SOUTH LAKE TAHOE CITY OF
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

COUNTY OF EL DORADO
360 FAIR LN
PLACERVILLE CA 95667

COUNTY OF EL DORADO
360 FAIR LN
PLACERVILLE CA 95667

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

3135 HARRISON CA LLC
548 MARKET STREET #55801
SAN FRANCISCO CA 94104

RONALD S & JACQUELINE H WILLIAMS
2315 LUPINE TRL
SOUTH LAKE TAHOE CA 96150-

3135 HARRISON CA LLC
548 MARKET STREET #55801
SAN FRANCISCO CA 94104

3135 HARRISON CA LLC
548 MARKET STREET #55801
SAN FRANCISCO CA 94104

RONALD S & JACQUELINE H WILLIAMS
2315 LUPINE TRL
SOUTH LAKE TAHOE CA 96150-

TDL ENTERPRISES LLC
PO BOX 18834
SOUTH LAKE TAHOE CA 96151

TDL ENTERPRISES LLC
PO BOX 18834
SOUTH LAKE TAHOE CA 96151

MICHAEL S & LORI W MCKEEN
1120 EAST CT
SOUTH LAKE TAHOE CA 96150

MICHAEL S & LORI W MCKEEN
1120 EAST CT
SOUTH LAKE TAHOE CA 96150

JOHN N & JUDY A CEFALU
753 LAKEVIEW AVE
SOUTH LAKE TAHOE CA 96150-

JOHN N & JUDY A CEFALU
3100 NEVADA AVE
SOUTH LAKE TAHOE CA 96150-

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
144 N VERDUGO RD
GLENDALE CA 91206-3933

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
144 N VERDUGO RD
GLENDALE CA 91206-3933

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
16010 VALLEY VISTA BLVD
ENCINO CA 91436-3457

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
144 N VERDUGO RD
GLENDALE CA 91206-3933

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

THE PRESS PROJECT CA LLC
3079 HARRISON AVE STE 12
SOUTH LAKE TAHOE CA 96150

MICHAEL S & LORI W MCKEEN
1120 EAST CT
SOUTH LAKE TAHOE CA 96150

OAKLAND HILLS TENNIS CLUB, INC
5475 REDWOOD RD
OAKLAND CA 94619

DARREN COBRAE
966 MODESTO AVE
SOUTH LAKE TAHOE CA 96150

CALI COFFEE CA LLC
1509 WALKUP RD
SOUTH LAKE TAHOE CA 96150-

AL TAHOE CO
ADDRESS UNKNOWN
ADDRESS

MARKLEY L & MCMAHON MALL ATT DEBORAH MARY MALLATT
PO BOX 17074
SOUTH LAKE TAHOE CA 96151

GENASCI PATRICIA D SURV TR & REV TRUST OF 9/24/98
973 LOS ANGELES AVE
SOUTH LAKE TAHOE CA 96150-

JOHN LEWIS & GAYLE WANZER
3043 HARRISON AVE APT B
SOUTH LAKE TAHOE CA 96150-

GABRIEL & LE TRANG BENEDEK
755 MORSE ST
SAN JOSE CA 95126

CARL F & ROSEMARY VIRGINIA GEORGE
PO BOX 1024
GRASS VALLEY CA 95945

ROSENBAUM DAVID H II TR & DAVID H II RV TRUST
6705 GLEN SPRINGS CT
LOUISVILLE KY 40222

ERF ENTERPRISES LLC
1473 RIFLE RANGE RD
EL CERRITO CA 94530-2506

ERF ENTERPRISES LLC
1473 RIFLE RANGE RD
EL CERRITO CA 94530

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

SOUTH LAKE TAHOE CITY OF
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

ESOTERIC HOLDINGS TX LTD PTNSP
PO BOX 171077
ARLINGTON TX 76003

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

JOHN L MARTINEZ
486 PEAR AVE APT 102
VENTURA CA 93004

CRAIG R GRASTEIT
PO BOX 13164
SOUTH LAKE TAHOE CA 96156

WIBLE PATRICIA BARTOLI
42710 42ND STREET WEST
LANCASTER CA 93536

SILVA M & JAMES E LORRIE MARCEAU 178 BAYLINE CIR
FOLSOM CA 95630-8075

VINCENT CHARLES & PAMELA D BONOTTO
3406 TWIN OAKS DR
NAPA CA 94558-5228

GIUFFRA CHARLES E TR & FAM TRUST
3957 E PELTIER RD
ACAMPO CA 95220-9539

WILLIAM H & RHONDA L CRIVELLI
7160 GRANDVILLE AVE
DOS PALOS CA 93620-9473

ERIC D HOLDEN
1092 CRAIG AVE
SOUTH LAKE TAHOE CA 96150

RICHARD & KATHLEEN DENISON
PO BOX 128
DUNNIGAN CA 95937

FRANK A & CAROLYN J YARWASKY
1229 SPRINGTIME DR
GARDNERVILLE NV 89460-9602

WILLIAM DAVID ORR
PO BOX 562907
SOUTH LAKE TAHOE CA 96156

LUIS M GARCIA
1071 CRAIG AVE
SOUTH LAKE TAHOE CA 96150

JAMES E & JAMES E ROGERS
2736 MISSION AVE
CARMICHAEL CA 95608

ALLISON JONES
1081 CRAIG AVENUE
SOUTH LAKE TAHOE CA 96150

RUGENE BENTZ
6343 LANDMARK RD
STOCKTON CA 95215

BENTZ/IVERS MARGO TR & M REV TRUST
4750 LAGORIO RD
STOCKTON CA 95215-1811

STACY WAGGONER
5590 SAUNDERS AVE
LOOMIS CA 95650

STACY LYNN WAGGONER
5590 SAUNDERS AVE
LOOMIS CA 95650

STEVEN LANE BREWSTER
PO BOX 796
SOUTH LAKE TAHOE CA 96156

DOG BLUE PROPERTIES CA LLC
4901 PARK RD
BENICIA CA 94510

DAVID C & ANN MARIE FAIRES
2017 RICHMOND ST
SACRAMENTO CA 95825-0433

BRUCE L & LINDA M VOGT
403 LIGHTHOUSE AVE
PACIFIC GROVE CA 93950-2814

BAILEY FLOOD
51 CALDWELL PL APT 3
SPRINGFIELD NJ 07081

CAROL LYNNE & TERESSA LYNNE BENNIS
1620 10TH ST
MINDEN NV 89423

GEORGE DOUGLAS & CATH ERINE CARDINALE BROWN
PO BOX 16456
SOUTH LAKE TAHOE CA 96151

DAVID A & LITTLEJOHN J OCELYN TEN EYCK ROMERO
3531 J ST
SACRAMENTO CA 95816-5423

CRAIG S & FRIDLAND VALERIE M DENNEY
2760 STARR MEADOWS LOOP
RENO NV 89519-7357

DIANE B & RICHARD A HOLMAN
266 KING ST
REDWOOD CITY CA 94062-1942

CONNLEY N & ROBIN CLAYTON
PO BOX 24
EL NIDO CA 95317

PATRICK & CONSTANCE M RUSH
3909 EDGEVALE CT
FAIR OAKS CA 95628

BEBOUT ALEXANDER J JR TR & A J JR LIV REV TRUST
1120 CRAIG AVE
SOUTH LAKE TAHOE CA 96150-

PEGGY GILMAN
6252 CHESAPEAKE CIR
STOCKTON CA 95219

GILBERT G & LYNNA ALVARADO
668 MISTY RIDGE CIR
FOLSOM CA 95630

JAN P & DIANE L BLACK
35001 GRAPE AVE
YUCAIPA CA 92399-2937

WENDY DIANE CANTFIL
15631 SW 12TH ST
PEMBROKE PINES FL 33027-2238

HUGH & ANNE DOHERTY
PO BOX 2800
EL GRANADA CA 94018

WILLIAM WARREN WIESENFELD
1420 CURCI DR UNIT 412
SAN JOSE CA 95126-3983

SMITH JUDITH M TR & REV TRUST OF 6/28/1999
1356 SAN CLEMENTE WAY
SACRAMENTO CA 95831-2866

CHARLES A & PATRICIA A SALLE
2343 MAXIMILIAN DR
CAMPBELL CA 95008-3817

LAURIE & JANINE LANGFORD
20 DUFFY CT
PLEASANT HILL CA 94523-1708

WARREN Y & ARDEN L CHIN
2723 WESTGATE AVE
SAN JOSE CA 95125-4123

KIMBERLY & JOSE LUIZ MUNGUIA
9690 STABLEGATE RD
WILTON CA 95693-9216

RHONDA R & MARK S DOBSON
2225 MORRO DR
SOUTH LAKE TAHOE CA 96150-

DENNIS K & JENNIFER C NG
752 HOLBROOK PL
SUNNYVALE CA 94087-1802

RICHARD STANLEY & MAUREEN MCEVOY WILLIAMS
18396 PURDUE DR
SARATOGA CA 95070-4713

STUART & DIANA ROBERSON
438 CAPRI DR
SOUTH LAKE TAHOE CA 96150

WARREN A JONES
3985 MCKINLEY BLVD
SACRAMENTO CA 95819

RICHARD R HAMILTON
PO BOX 445
RIO VISTA CA 94571

MARLA HANDSAKER-TURK
1142 JUNIPER AVE
SOUTH LAKE TAHOE CA 96150

TERRY R & LYLA K SPEARS
237 E GLASGOW AVE
STOCKTON CA 95210

LAURENCE A REID
11769 LAKESORE SOUTH
AUBURN CA 95602

CHALPIN GREGORY C TR & TRUST OF 10/20/1998
4413 NORTH PARK DR
SACRAMENTO CA 95821-4301

CHAD EVAN & KYMBERLEE ANNETTE WILKINSON
PO BOX 1684
PLACERVILLE CA 95667

DANIELLE MAGRUDER
1210 MALCOLM DIXON RD
EL DORADO HILLS CA 95762

ARINDAM & BISWAS SATHI SEN
1143 CRAIG AVENUE
SOUTH LAKE TAHOE CA 96150

PATRICK & GILBOY CHERILYN HAVEN
PO BOX 592
KENTFIELD CA 94904

SERVANDO & HENDERSON NICHOLE CUELLAR
1702 GROVE ST #2
SAN FRANCISCO CA 94117

CHARLOTTE P ARMLIN
2758 BENT TREE CT
FAIRFIELD CA 94534

JODIE L TAYLOR
1147 CRAIG AVE
SOUTH LAKE TAHOE CA 96150

HORACE & EMILY HILL RUSSO
2994 COLTON RD
PEBBLE BEACH CA 93953-2943

WILLIAM BATKIN
3305 TREEHAVEN DR #1
SOUTH LAKE TAHOE CA 96150

WILLIAM BATKIN
3305 TREEHAVEN DRIVE #1
SOUTH LAKE TAHOE CA 96150

SANO D CHRISTOPHER
3305 TREEHAVEN DR #3
SOUTH LAKE TAHOE CA 96150

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe Planning Commission will conduct a public hearing on December 16, 2021 at 3:00 p.m., or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following

1. **Bijou/Al Tahoe Community Plan/Specific Plan Amendments and Initial Study/Negative Declaration/Initial Environmental Checklist**
   Summary: The City of South Lake Tahoe is proposing to amend the Bijou/ Al Tahoe Community Plan/Specific Plan to allow additional height up to 42 feet with no minimum cross slope or roof pitch requirement for public and quasi-public facilities located in the 56-acre project area (John Hitchcock, jhitchcock@cityofslt.us).

2. **Professional Office Remodell Major Design Review Permit and TRPA Permit, File #21-139**
   Summary: The League to Save Lake Tahoe (applicant) submitted applications for a design review permit and TRPA permit for the exterior and interior remodel of an existing professional office building located at 2877 Lake Tahoe Boulevard (John Hitchcock, jhitchcock@cityofslt.us).

3. **An Ordinance Creating City Code Section 6.85.060 to Establishe Requirements for Movable Tiny Homes**
   Summary: The City Council directed staff to draft an ordinance to allow movable tiny homes as residential structures, subject to specified criteria for installation and design. The proposed ordinance would allow movable tiny homes as single-family, multi-family and accessory dwelling unit residences. The ordinance contains requirements specific to movable tiny homes that include criteria for utility connections, mechanical equipment screening, exterior design, fire safety, snow loads, and installation (Hilary Roverud,hroverud@cityofslt.us).

All interested persons are invited to attend and speak on the projects or may write their comments to the City Planning Division. Pursuant to Government Code Section 65009(b)(2), if you challenge the application in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Planning Division at, or prior to, the Public Hearing. Any written correspondences should be directed to the South Lake Tahoe Planning Commission, 1052 Tata Lane, South Lake Tahoe, CA 96150. Staff reports will be available three days prior to the hearing and can be downloaded from the City of South Lake Tahoe website (https://www.city ofslt.us/84/Watch-City-CouncilPlanning-Commission-Me). For any questions, please contact the Planning Division at (530) 542-6010 or the staff planner listed above.

Published: December 3, 2021

Resolution 2021-18

Adopted by the City of South Lake Tahoe Planning Commission

December 16, 2021

RECOMMENDING THE CITY OF SOUTH LAKE TAHOE CITY COUNCIL ADOPT THE BIJOU/AL TAHOE COMMUNITY PLAN/SPECIFIC PLAN AMENDMENTS

BACKGROUND

A. The Bijou/Al Tahoe Community Plan/Specific Plan was adopted by the City of South Lake Tahoe City Council on October 1995.

B. Pursuant to California Government Code Section 65453, a specific plan may be prepared and adopted by resolution or by ordinance and may be amended as often as deemed necessary by the legislative body.

C. In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15070, the City of South Lake Tahoe Planning Commission has prepared an Initial Study/Negative Declaration (IS/ND) for the Bijou/Al Tahoe Community Plan/Specific Plan Amendments, in compliance with CEQA.

D. The City of South Lake Tahoe Planning Commission took public comments on the proposed amendment at their December 16, 2021 meeting and considered all the evidence in the record.

E. The City of South Lake Tahoe Planning Commission has reviewed and considered the IS/ND at a duly noticed public hearing.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City of South Lake Tahoe Planning Commission:

1. Does hereby recommend that the City Council adopt the IS/ND (Exhibit 1) pursuant to CEQA, and determine that the Project would not have a significant effect on the environment; and
2. Does hereby recommend that the City of South Lake Tahoe City Council adopt the Bijou/Al Tahoe Community Plan/Specific Plan Amendments (Exhibit 2).

Adopted by the City of South Lake Tahoe Planning Commission on December 16, 2021 by the following vote:

Yes: Hibbard, Feiger, Rahbeck, Wieczorek and Williams

Mason Hibbard

Mason Hibbard (Dec 29, 2021 15:04 PST)

Date: Dec 29, 2021

Mason Hibbard, Chair

Attest:

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe Planning Commission.

Resulution 2021-18 Bijou Al Tahoe

Final Audit Report 2021-12-29

Created:	2021-12-21
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
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"Resulution 2021-18 Bijou Al Tahoe" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2021-12-21 - 9:50:28 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
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Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2021-12-28 - 5:35:38 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to Mason Hibbard (mhibbard@cityofslt.us) for signature
2021-12-28 - 5:35:39 PM GMT

Email viewed by Mason Hibbard (mhibbard@cityofslt.us)
2021-12-29 - 11:03:17 PM GMT- IP address: 166.216.158.78

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FINAL INITIAL STUDY/NEGATIVE DECLARTION AND INITIAL ENVIRONMENTAL CHECKLIST

City of South Lake Tahoe
Bijou/Al Tahoe Community Plan Amendment

Prepared by Hauge Brueck Associates

December 16, 2021

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1.0 INTRODUCTION

The City of South Lake Tahoe is proposing to amend the Bijou/Al Tahoe Community Plan (B/ATCP) to allow for greater building height for public or quasi-public buildings that require flatter roofs to span large interior spaces proposed within the 56-acre area of the B/ATCP ~~Town Center~~ (District 4~~)~~. The amendments will be considered pursuant to Chapter 12 of the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, which allows local governments to adopt conforming Community Plans that contain policies and development ordinances that are consistent with and further the goals and policies of the TRPA Regional Plan.

1.1 INITIAL STUDY/INITIAL ENVIRONMENTAL CHECKLIST

This Initial Study/Initial Environmental Checklist (IS/IEC) has been prepared to address the potential environmental effects of amending the Bijou/Al Tahoe Community Plan (B/ATCP), located in the City of South Lake Tahoe, California. An Initial Study is a preliminary environmental analysis that is used by the California Environmental Quality Act (CEQA) lead agency as a basis for determining whether an EIR, a Mitigated Negative Declaration, or a Negative Declaration is required for a project under CEQA guidelines. An Initial Environmental Checklist is a preliminary environmental analysis that is used for determining whether an EIS, a Mitigated Finding of No Significant Effect, or a Finding of No Significant Effect is required for a project under TRPA Rules of Procedure.

The IS/IEC contains a project description, description of environmental setting, identification and explanation of environmental effects, discussion of mitigation for potentially significant environmental effects, evaluation of the project's consistency with existing, applicable land use controls, and the names of persons who prepared the study.

The IS has been prepared pursuant to the California Environmental Quality Act (CEQA) of 1970, Cal. Pub. Res. Code §21000 et seq. The City of South Lake Tahoe is the CEQA lead agency for this project. The IEC has been prepared pursuant to the requirements of Article VI of the TRPA Rules of Procedures and Chapter 3 of TRPA's Code of Ordinances. TRPA serves as lead agency pursuant to its own regulations.

1.2 TIERING PROCESS

California Environmental Quality Act

The CEQA concept of "tiering" refers to the evaluation of general environmental matters in a broad program-level EIR, with subsequent focused environmental documents for individual projects that implement the program. This environmental document incorporates by reference and tiers from the discussions in the 2011 General Plan EIR (the Program EIR) and concentrates on issues specific to the B/ATCP. CEQA and the CEQA Guidelines encourage the use of tiered environmental documents to reduce delays and excessive paperwork in the environmental review process. This is accomplished in tiered documents by eliminating repetitive analyses of issues that were adequately addressed in the Program EIR and by incorporating those analyses by reference.

Section 15168(d) of the State CEQA Guidelines provides for simplifying the preparation of environmental documents on individual parts of the program by incorporating by reference analyses and discussions that apply to the program as a whole. Where an EIR has been prepared or certified for a program or plan, the environmental review for a later activity consistent with the program or plan should be limited to effects that were not analyzed as significant in the prior EIR or that are susceptible to substantial reduction or avoidance (CEQA Guidelines Section 15152[d]).

This Initial Study is tiered from the City of South Lake Tahoe General Plan EIR, in accordance with Sections 15152 and 15168 of the CEQA Guidelines and Public Resources Code Section 21094. The 2011 General Plan EIR is a Program EIR that was prepared pursuant to Section 15168 of the CEQA Guidelines. The 2011 General Plan is a comprehensive land use plan that guides physical development within the City of South Lake Tahoe through 2030. The 2011 General Plan EIR analyzes full implementation of uses and physical development proposed under the General Plan, and it identifies measures to mitigate the significant adverse program-level and cumulative impacts associated with that growth.

This IS/IEC will evaluate the potential environmental impacts of the proposed B/ATCP amendments with respect to the 2011 General Plan EIR to determine what level of additional environmental review, if any, is appropriate. As shown in the Determination in Section 5.2 of this document and based on the analysis contained in this IS/IEC, it has been determined that the proposed amendments would not have significant effects on the environment that were not adequately addressed in the 2011 General Plan EIR; therefore, a Negative Declaration will be prepared.

This IS/IEC concludes that potentially significant impacts are addressed by adopted policies and regulations applicable to the area, and the mitigation measures that have been adopted as part of the approval of the 2011 General Plan. These mitigation measures, to the extent they are applicable to the B/ATCP, will be incorporated into project approval. Nothing in this Initial Study in any way alters the obligations of the City to implement the General Plan mitigation measures. All future projects within the B/ATCP boundary would be subject to project-level environmental review and permitting by the City and/or TRPA, with the permitting agency determined based on the size, nature and location of the project (Section 13.7.3 of the TRPA Code).

Tahoe Regional Planning Agency

The TRPA concept of "tiering" refers to the coverage of general matters in a broader EIS (Program EIS) and subsequent documents incorporating by reference the general discussions and concentrating solely on the issues specific to the document subsequently prepared. Therefore, when an EIS has been certified for a project or matter, TRPA shall limit the analysis for a later related or consistent project or matter, to effects which were not examined as significant effects in the prior EIS or which are susceptible to substantial reduction or avoidance by revisions in the project or matter through conditions of approval or mitigation. Tiering is limited to situations where a later project or matter is consistent with a program, plan, policy or ordinance for which an EIS was prepared, is consistent with applicable TRPA plans, and a supplemental EIS is not required.

This Initial Environmental Checklist is tiered from the TRPA 2012 RPU EIS in accordance with Section 6.12 of the TRPA Rules of Procedures. The 2012 RPU EIS is a Program EIS that was prepared pursuant to Article VI of TRPA Rules of Procedures (Environmental Impact Statements) and Chapter 3 (Environmental Documentation) of the TRPA Code of Ordinances. The 2012 RPU is a comprehensive land use plan that guides physical development within the Lake Tahoe Region through 2035. The 2012 RPU EIS analyzes full implementation of uses and physical development proposed under the 2012 RPU, and it identifies measures to mitigate the significant adverse program-level and cumulative impacts associated with that growth. The proposed amendments are an element of the growth that was anticipated in the 2012 RPU and evaluated in the 2012 RPU EIS. By tiering from the 2012 RPU EIS, this Initial Environmental Checklist will rely on the 2012 RPU EIS for the following:

- a discussion of general background and setting information for environmental topic areas;
- overall growth-related issues;

- issues that were evaluated in sufficient detail in the 2012 RPU EIS for which there is no significant new information or change in circumstances that would require further analysis; and

- assessment of cumulative impacts.

This Initial Environmental Checklist evaluates the potential environmental impacts of the proposed project with respect to the 2012 RPU EIS to determine what level of additional environmental review, if any, is appropriate. As shown in the Determination in Section 5.3 of this document, and based on the analysis contained in this Initial Environmental Checklist, it has been determined that the proposed project would not have significant effects on the environment. Therefore, a Finding of No Significant Effect will be prepared.

This Initial Environmental Checklist concludes that many potentially significant project impacts are addressed by the measures that have been adopted as part of the approval of the 2012 RPU. Therefore, those 2012 RPU EIS mitigation measures that are related to, and may reduce the impacts of, this project will be identified in this Initial Environmental Checklist. These mitigation measures will be incorporated into the approval for this project. Nothing in this Initial Environmental Checklist in any way alters the obligations of the City or TRPA to implement the mitigation measures adopted as part of the RPU.

1.3 BACKGROUND

All of the land within the Lake Tahoe Basin falls under the jurisdiction of the Tahoe Regional Planning Agency. This includes land under the local jurisdiction of the City of South Lake Tahoe. In order to be responsive to the unique needs and opportunities of the Region and local communities, the TRPA Regional Plan encourages and authorizes local jurisdictions to develop and adopt individual Area Plans that provide more specific development objectives and standards that are adapted to the needs of the specified area. Local jurisdictions are permitted to develop, adopt, and implement regulations so long as they are consistent with the TRPA Regional Plan. The General Plan and Zoning Ordinances are the City's primary policy documents that guide land use, transportation, infrastructure, community design, housing, environmental, and other decisions in a manner consistent with the planning statues for the State of California. The B/ATCP is designed to supplement the City's General Plan and Zoning Ordinance by designating zoning districts and providing specific guidance for the area included within the B/ATCP boundary. The Community Plan is considered a specific plan pursuant to California State Law.

The process of amending a specific plan is provided in CA Government Code Section 65359 and generally follows the general plan amendment process outlined in Sections 65350 through 65358. This includes public hearings with public notice, and adoption by resolution or by ordinance. Specific plans may be amended as often as necessary by the local legislative body, but the amendments must be consistent with the adopted general plan for the area. TRPA Code of Ordinances Chapter 12 also indicates plan amendments require public hearing, and must be consistent with the Regional Plan. Amendments require findings, conformance review (conformance checklist), and threshold and compliance measure evaluations.

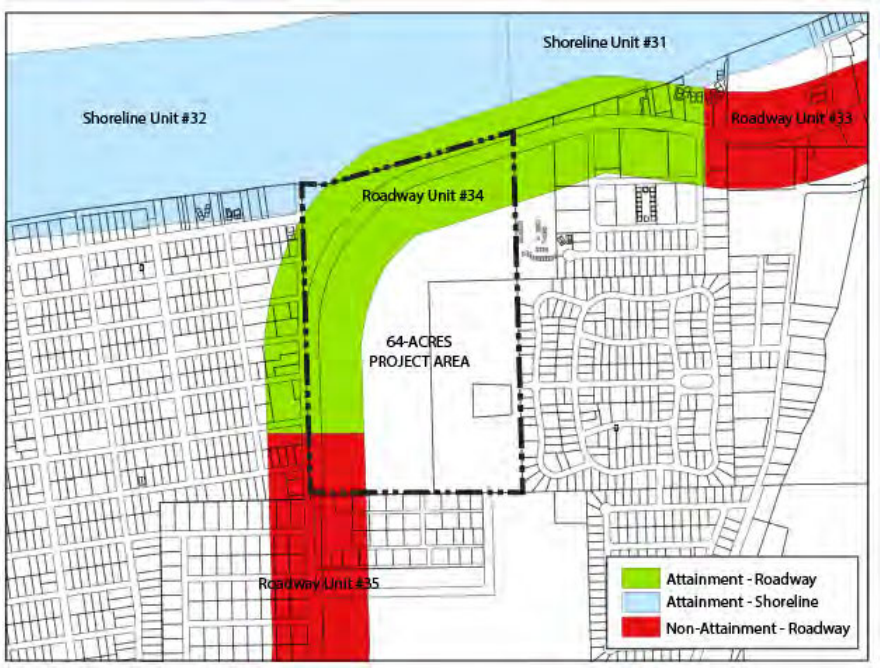
The 1995 B/ATCP serves as a comprehensive land use plan, consistent with the Regional Plan and General Plan at the time it was written, although it does not address all the issues identified in the current Regional and General Plans due to age, with its most recent amendments occurring in October 2020. The B/ATCP establishes the area vision and is intended to support and implement the City's and TRPA's goals, policies and strategies. The B/ATCP includes vision statements for land use, transportation, conservation, recreation, and public service. The Planning Statement indicates, "The area should be developed to provide regional commercial, recreational and public services for the South Shore." The amendments apply to the B/ATCP ~~Town Center~~ District 4 whose vision is to:

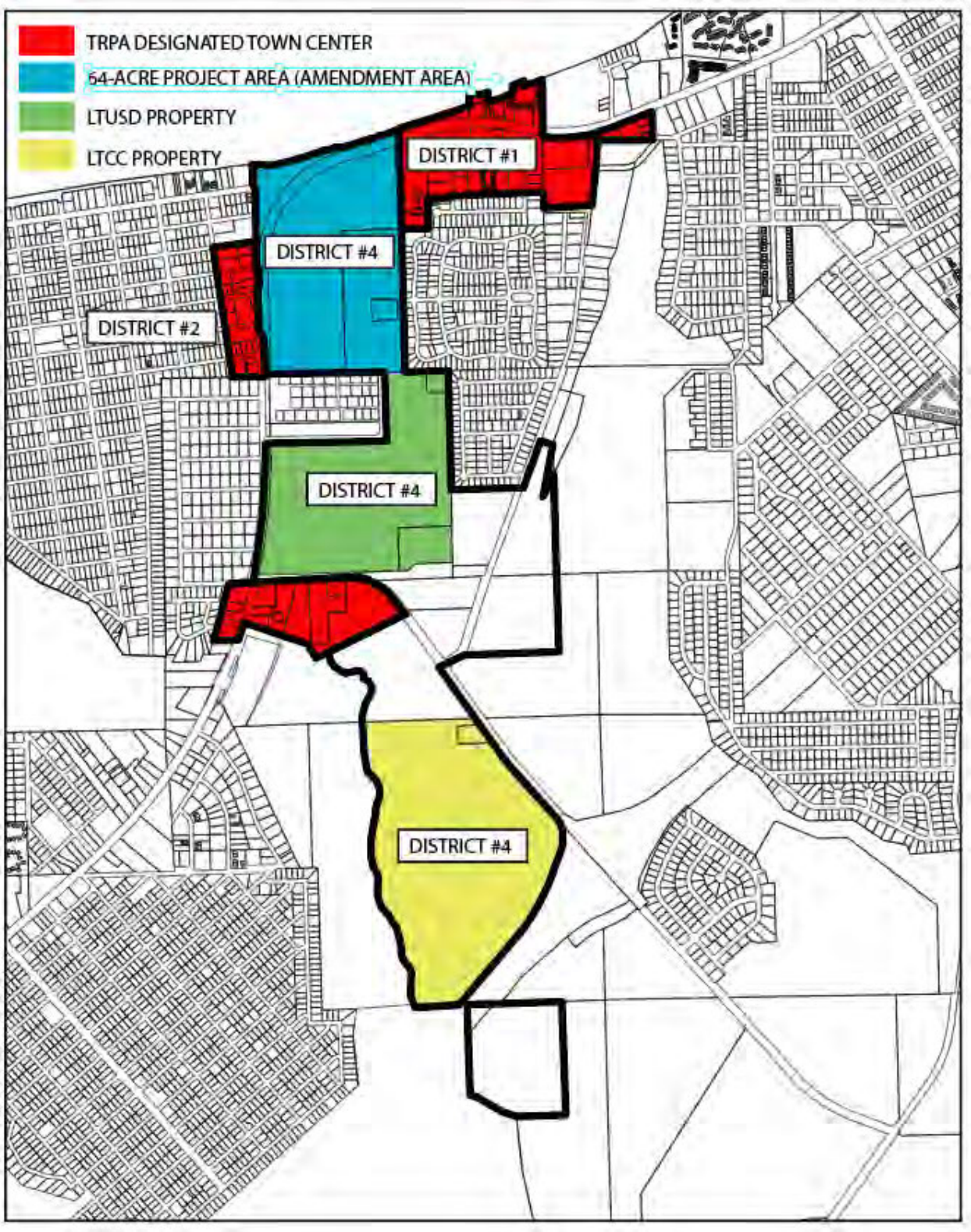
"Create a centralized public service district by expanding the existing El Dorado County Government Center (Al Tahoe and Johnson Boulevards). Encourage the relocation of city, county, state and federal offices to the district that will provide an anchor for the community plan. Expand recreational activities within the district and the immediate surrounding areas."

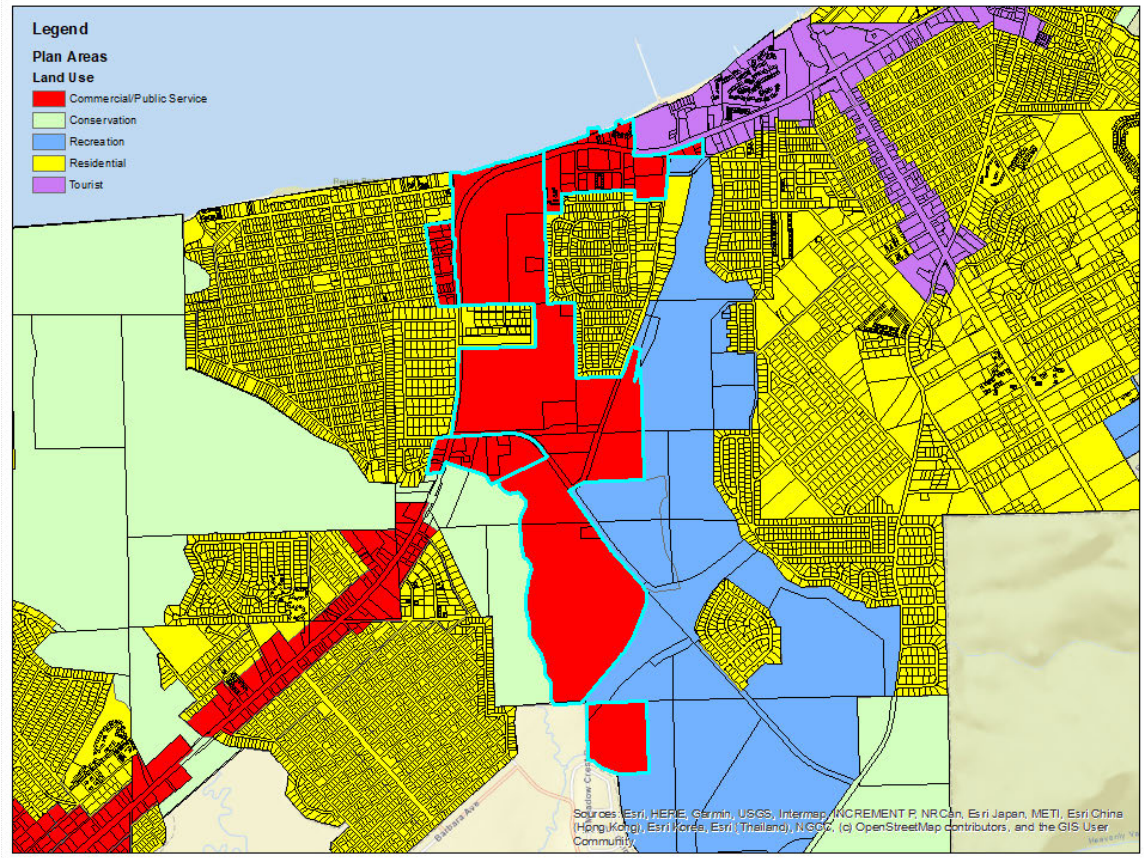
1.4 PROJECT LOCATION, SETTING AND SURROUNDING LAND USES

The B/ATCP functions as the central commercial hub in the South Lake Tahoe area. The boundaries of the B/ATCP generally extend from Fairway Avenue along US 50, just west of Al Tahoe Boulevard, as well as property between Johnson Boulevard and US 50, including property on Al Tahoe Boulevard terminating at the west boundary of Bijou Park and at the east boundary of Lake Tahoe Community College. District 4 of the Bijou/Al Tahoe Community Plan is a centralized public service district where a large concentration of public and institutional uses are located. These include a recreation center, campground, sheriff's precinct, jail, middle school, ice arena, county offices, forest service offices, and the community college. Land use patterns in this area are widely varied and include commercial, governmental office, school, and recreation, although the predominant theme of businesses is retail oriented including restaurants, and a sizable area of the B/ATCP is devoted to public service uses (e.g., schools, parks, government offices). The area proposed for building height and roof pitch amendments serves as a direct recreation access point to Lake Tahoe (Lakeview Commons) along with the City and County owned facilities located south of US 50 across from Lakeview Commons. The area is served by transit, with US 50 stops near Rufus Allen Blvd (Library), San Jose Ave, and Modesto Ave (So Tahoe Visitor Center), with links to other Tahoe Transportation District routes. A bike lane and multi-use path parallel to US 50 run through the B/ATCP boundary and link to other bike lanes, bike routes, and multi-use trails in the South Shore with connections extending to Stateline, Meyers, Tahoe Keys, and Camp Richardson. The proposed amendment area is located within a portion of B/ATCP District 4 ~~(Town Center)~~, which is designated public service and recreation. Since the adoption of the B/ATCP, the 56-acre park area has been designated as a TRPA Regional Plan land use classification of Mixed-Use.

Figure 1-1 Scenic Corridor & Amendment Area & TRPA Regional Plan Land Use Maps




TRPA DESIGNATED TOWN CENTER
64-ACRE PROJECT AREA (AMENDMENT AREA)
LTUSD PROPERTY
LTCC PROPERTY
DISTRICT #1
DISTRICT #4
DISTRICT #2
DISTRICT #4
DISTRICT #4



The B/ATCP was adopted by the City and TRPA in 1995 and has been amended on numerous occasions with the most recent amendments being adopted on June 24, 2020 facilitating the development of the Boys and Girls Club and on October 28, 2020 when a portion of District 1 of the B/ATCP was added to the Tourist Core Area Plan Gateway District.

1.5 PROJECT OBJECTIVES/PURPOSE AND NEED

The purpose of the Community Plan amendments is to permit greater building height for public, ~~and~~ quasi-public, and recreation facilities ~~buildings~~ that require flatter roof pitches to span large interior spaces (e.g., recreation center) that are being considered as part of the 56-acre park master plan process. The objective of this action is to 1) revise the height standards in the B/ATCP District 4, specific to the 56-acre area to align with the TRPA Code section 337.5, which allows additional height for public service and recreation facilities as well as height allowances for public service facilities within District 4 (specifically on the Lake Tahoe Community College and Lake Tahoe Unified School District sites), ~~for urban development within Area Plans and~~ 2) encourage redevelopment in the 56-acre project area for large public or quasi-public land uses/buildings that typically require additional height and flat roofs based on their large size, and 3) bring the roof pitch requirement for all other building in the 56-acre project area into alignment with the city-wide minimum roof pitch requirement of 5:12.

1.6 DOCUMENT ORGANIZATION

This IS/IEC includes the standard content for environmental documents under CEQA and TRPA Code of Ordinances and Rules of Procedures. An EIR/EIS was determined to be unnecessary, as there are not potentially significant environmental effects associated with the implementation of proposed amendments to the B/ATCP. This IS/IEC is a full disclosure document, describing the plan amendments and their environmental effects in sufficient detail to aid decision-making.

Chapter 1 includes a description of the IS/IEC process, the tiering process, project background, the location of the Project and surrounding land uses, Project Objectives and Purpose and Needs Statement, the public involvement process and history, and the relationship of the B/ATCP to other land use plans, policies, and regulations.

Chapter 2 contains a description of the B/ATCP amendments, including an overview of the proposed changes to the Community Plan.

Chapter 3 provides the baseline conditions for the environmental analysis.

Chapter 4 contains the methods and assumptions used to analyze the potential environmental effects of the amendments.

Chapter 5 contains a detailed analysis of the environmental effects and necessary mitigation measures if applicable.

1.7 PUBLIC INVOLVEMENT

Pursuant to the requirements of CEQA, this IS/IEC will be sent, along with a Notice of Completion, to the California State Clearinghouse. In addition, copies of this document will be distributed to other Lake Tahoe Region reviewing agencies and interested stakeholders for review. A Notice of Availability and Notice of Public Hearing will be published in the Tahoe Daily Tribune and a Planning Commission hearing will be conducted to solicit comments during a 30-day public review period. After closure of the public review period, the City of South Lake Tahoe and TRPA staff will respond to comments. City staff will then prepare an agenda item for the City Planning Commission's recommendation and City Council's action that include the IS/IEC, comments on the IS/IEC, and responses to the comments. If the City Council determines that the amendments would not have significant adverse impacts, the City Council may adopt a Negative Declaration of environmental impact and adopt the proposed B/ATCP amendments. Following City Council approval, a Notice of Determination would be filed with the El Dorado County recorder-clerk's office and with the California State Clearinghouse.

Pursuant to the TRPA's Rules of Procedure and Chapter 3 of the TRPA Code of Ordinances, the agencies IEC will be made available for public review along with the project staff report at least 14 days prior to hearings held to consider the proposed amendments. TRPA staff will prepare agenda items for the TRPA Regional Plan Implementation Committee, TRPA Advisory Planning Commission's, and TRPA Governing Board consideration. If it is determined that no significant adverse impacts would result from the proposed project, the TRPA Governing Board may issue a Finding of No Significant Effect and adopt the amendments.

1.8 RELATIONSHIP TO LAND USE PLANS, POLICIES AND REGULATIONS

The B/ATCP falls under the direct jurisdiction of both The City of South Lake Tahoe and the Tahoe Regional Planning Agency. In addition, federal and state agencies exercise varying levels of control concerning specific parcels or resources. This section identifies each agency's responsibility relative to the proposed amendments; it also identifies the plans and policies to which the B/ATCP must show compliance.

Regional

The Tahoe Regional Planning Agency (TRPA) is a bi-state planning agency with authority to regulate growth and development within the Lake Tahoe Region. TRPA implements that authority through a Bi-State Compact and the TRPA Regional Plan. The Regional Plan Goals and Policies establish an overall framework for development and environmental conservation in the Lake Tahoe Region.

In December 2012, the TRPA Governing Board adopted an updated Lake Tahoe Regional Plan. General priorities of the updated Regional Plan that apply to these amendments include:

- Accelerating water quality restoration and other threshold gains by supporting environmental beneficial redevelopment opportunities, restoration of disturbed lands and Environmental Improvement Program (EIP) investments.

- Transitioning to more permitting delegated to local governments to create one-stop-shopping for homeowner improvements in order to return TRPA to a more regional role that the Bi-State Compact originally intended.

- Creating walkable communities and increasing alternative transportation options.

Important policies addressed in the Lake Tahoe Regional Plan include:

- Retaining the established regional growth control system. Under this system, rampant overdevelopment was stopped and open spaces preserved. Most of the policies from the 1987 Regional Plan stayed in place.

- Creating a more efficient planning system that integrates TRPA requirements into the plans and permits of other applicable government agencies.

- Encouraging property owners to transfer development rights from sensitive and remote areas into Town/Regional Centers with the goal of restoring these lands.

- Eliminating regulatory barriers to support upgrades and environmentally beneficial redevelopment of rundown buildings with aging infrastructure.

- Simplifying overly complicated regulations for homeowners while achieving threshold gain.

- Incorporating the 2020 Linking Tahoe: Regional Transportation Plan (adopted in 2021) and the Active Transportation Plan (adopted in 2018) to support sidewalk and bike trail projects that reduce automobile dependency and increase walkability and safety.

- Continuing to deliver restoration projects under the EIP which achieves erosion control on roadways and restore forests and wetlands.

Under the 2012 Regional Plan update, Community Plans are intended to be replaced by Area Plans; however, Chapter 12 (Community Plans) of the TRPA Code of Ordinances addresses Community Plans, their applicability, contents, and process. Specifically, Section 12.8 addresses the maintenance and modification of Community Plans, stating:

> *"Adopted community plans shall be reviewed by TRPA at five-year intervals to determine conformance with approved schedules of development and adequacy of programs, standards, mitigation, and monitoring. TRPA may defer approval of projects within community plans if the review indicates approved goals, targets, and requirements are not being achieved. Community plans may be modified as a result of such reviews as deemed appropriate by TRPA to achieve environmental thresholds or to otherwise improve the community plans. The procedure for modification shall be consistent with this chapter."*

Section 12.7.4 indicates modification approvals occur through review of the modification and recommendation by the TRPA Advisory Planning Commissions, followed by Governing Board review, or an alternate process (Section 12.7.5) that may better facilitate the planning process.

Regional Plan Policy LU-4.3 indicates, "Community plans have been approved for some properties in the region to refine and supersede the plan area statements. These community plans were adopted in accordance with the 1987 regional plan and shall remain in effect until superseded by area plans that are developed in accordance with and found in conformance with this regional plan. If any community plan contains provisions that contradict newer provisions of the regional plan or development code, the newer provisions of the regional plan or development code shall prevail, but only to the extent that specific provisions conflict**."**

State of California

Several State agencies may play a role in development decisions within the Tahoe Region. As such, these State agencies must grant permits or other forms of permission prior to physical development. Affected agency staff will review the proposed amendments for consistency with adopted plans and policies. State agencies that may have a responsible agency role in projects that may be implemented include:

California Department of Transportation (Caltrans): Caltrans is responsible for planning, designing, constructing, and maintaining all state highways (e.g., US 50). The jurisdictional interest of Caltrans extends to improvements to roadways on the state highway system (including roadways designated as U.S. highways). Any federally funded transportation improvements would be subject to review by Caltrans staff and the California Transportation Commission, either on or off of the state highway system.

California Tahoe Conservancy: The mission of the California Tahoe Conservancy (CTC) is to protect and restore the natural environment of Lake Tahoe, including the lake's exceptional clarity and diversity of wildlife habitat in the Region. The CTC implements a comprehensive set of programs to affirmatively address resource needs in the Tahoe Region, including the protection and restoration of the natural environment, especially water quality; enhancement of wildlife habitat; provision of public access and recreation opportunities; and management of acquired public land at Lake Tahoe.

Within the 56-Acre project area, the CTC has provided grant funding (most recently in 2020) for the City to partner with the County and the local community to complete a master plan for the areas of the 56-Acre site located south of US 50. The site includes Campground by the Lake, a recreation center, ice arena, library, and senior facilities. Future master plan facilities could include a new government center, a new recreation center, and an outdoor music amphitheater.

Lahontan Regional Water Quality Control Board: Lahontan has water quality responsibilities including the California-side of the Lake Tahoe Region. This agency establishes water quality standards, subject to the approval of the State Board, and has broader enforcement power than TRPA. By issuing waste discharge permits and requiring monitoring to show compliance, among other activities, Lahontan actively enforces attainment of standards.

Any party responsible for construction activity over one acre must obtain a National Pollution Discharge Elimination System Permit (NPDES Permit) form Lahontan to eliminate or reduce pollutants from construction related storm water discharged to surface waters, which include riparian zones.

Lahontan is also responsible for incorporating the Lake Tahoe Daily Maximum (TMDL) pollutant load reduction targets into the NPDES permit for California municipalities in the Tahoe Region. This permit regulates stormwater discharge from El Dorado County's stormwater management infrastructure and Federal rules require that El Dorado County implement programs to control pollutant runoff. The NPDES permit issued to El Dorado County stipulates a September 30, 2020 deadline to reduce estimated 2004 baseline jurisdictional pollutant loads of fine sediment particles by 21%, total nitrogen by 14% and total phosphorus by 14%. Lahontan is expected to update the NPDES permit every five years to include additional load reduction targets. Attainment of the 2026 target, termed the Clarity Challenge, is estimated to return Lake Tahoe to an average annual transparency of 80 feet (Lahontan 2010).

The NPDES Permit requires the City to prepare an updated Pollutant Load Reduction Plan (PLRP) by March 15, 2018 detailing the approach for meeting pollutant load reduction requirements. The City Council adopted a PLRP in January 2013 that outlined the proposed strategy for meeting the first 2016 load reduction targets.

California Trustee Agencies: State agencies with trustee responsibility in the B/ATCP boundary include: California Division of Forestry (tree removal and forest resource concerns), State Historic Preservation Officer (cultural resources), and California Department of Fish and Wildlife (plant and wildlife resources), and State Lands Commission, which oversees state-owned sovereign lands (Lake Tahoe).

City of South Lake Tahoe

The City of South Lake Tahoe implements its regulatory authority through its General Plan and City Code. The City's 1999 General Plan adopted TRPA's Plan Area Statements (PASs) and Community Plans to replace its previous local zoning. In the City's 2011 General Plan update, the City adopted new land use designations for PASs located within the County's jurisdiction but retained the PASs and Community Plans in the Lake Tahoe Region as its zoning system. The existing PASs and Community Plan will remain in effect until superseded by an adopted conforming Area Plan or amendments to existing Area Plans.

El Dorado County

El Dorado County owns 41 acres of the 56-acre project area and is participating in preparation of the 56 Acres Master Plan, a joint effort between the city and county to update the area and provide for trails, recreational and civic uses. A new recreation center and senior center are included within the plan proposals. The 56-acre area also contains 15 acres owned by the City of South Lake Tahoe. Portions of this site were deeded to El Dorado County by D. L. Bliss in 1923 and by the Lake Valley Community Club in 1959. The City, through a cooperative lease agreement with El Dorado County, operates and manages the on-site facilities and uses for a public park, recreation, cultural, and visitor information purposes. That 50-year lease expires in 2023.

2.0 PROJECT DESCRIPTION

The City of South Lake Tahoe proposes two amendments to the B/ATCP, specifically:

1. ~~Increase allowable building height – current B/ATCP building height limits are defined by Table 37.4.1-1 and Section 37.5 (Additional Height for Certain Buildings) of the TRPA Code and only permit up to 42 feet for structures with greater than 10:12 roof pitches, and on slopes of greater than 24 percent across the building site. The Code does not permit structures of 42 feet in height that have flat roofs and are located within a TRPA-designated scenic highway corridor.~~ The proposed amendment would ~~permit building heights up to~~ allow a maximum height of 42 feet for public, ~~or~~ quasi-public, or recreation facilities ~~structures in~~ within the 56-acre project area of District 4 with no minimum cross slope or roof pitch requirements. ~~if TRPA Code Section 37.7 findings 1, 3, 4, 5 and 7 can be made (Code findings reprinted below).~~ Height limits for B/ATCP areas outside of the 56-acre project area would remain unchanged.
2. Reduce minimum roof pitch requirements to 5:12 for other structures within the 56-acre project area. ~~Eliminate minimum roof pitch for public and quasi-public buildings located in the 56-acre project area – current roof pitch standards require a minimum of 7:12 roof pitches in B/ATCP District 4. The proposed amendment would permit flat roofs for public or quasi-public buildings within the 56-acre project area and reduce minimum roof pitch requirements to 5:12 for the rest of B/ATCP District 4 (Town Center).~~

The amended plan will serve as a mutual plan for the City of South Lake Tahoe and TRPA by providing direction for how the applicable area shall be regulated to achieve regional environmental and land use objectives. The development standards and the specific policies referenced in the amendments are the land use standards intended to administer and regulate development within the 56-acre project area of the B/ATCP (see Figure 2-1). The proposed B/ATCP amendments, shown in track changes (strike through and bold/underline font) follow the figure.

TRPA Code Section 37.7 – Findings for Additional Building Heights

37.7.1. Finding 1 - When viewed from major arterials, scenic turnouts, public recreation areas, or the waters of Lake Tahoe, from a distance of 300 feet, the additional height will not cause a building to extend above the forest canopy, when present, or a ridgeline. For height greater than that set forth in Table 37.4.1-1 for a 5:12 roof pitch, the additional height shall not increase the visual magnitude beyond that permitted for structures in the shoreland as set forth in subsection 66.3.7, Additional Visual Magnitude, or Appendix H, Visual Assessment Tool, of the Design Review Guidelines.

37.7.3. Finding 3 - With respect to that portion of the building that is permitted the additional height, the building has been designed to minimize interference with existing views within the area to the extent practicable.

37.7.4. Finding 4 - The function of the structure requires a greater maximum height than otherwise provided for in this chapter.

37.7.5. Finding 5 - The portion of the building that is permitted additional building height is adequately screened, as seen from major arterials, the waters of lakes, and other public areas from which the building is frequently viewed. In determining the adequacy of screening, consideration

shall be given to the degree to which a combination of the following features causes the building to blend or merge with the background.

A. The horizontal distance from which the building is viewed;

B. The extent of screening; and

C. Proposed exterior colors and building materials.

37.7.7. Finding 7 - The additional building height is the minimum necessary to feasibly implement the project and there are no feasible alternatives requiring less additional height.

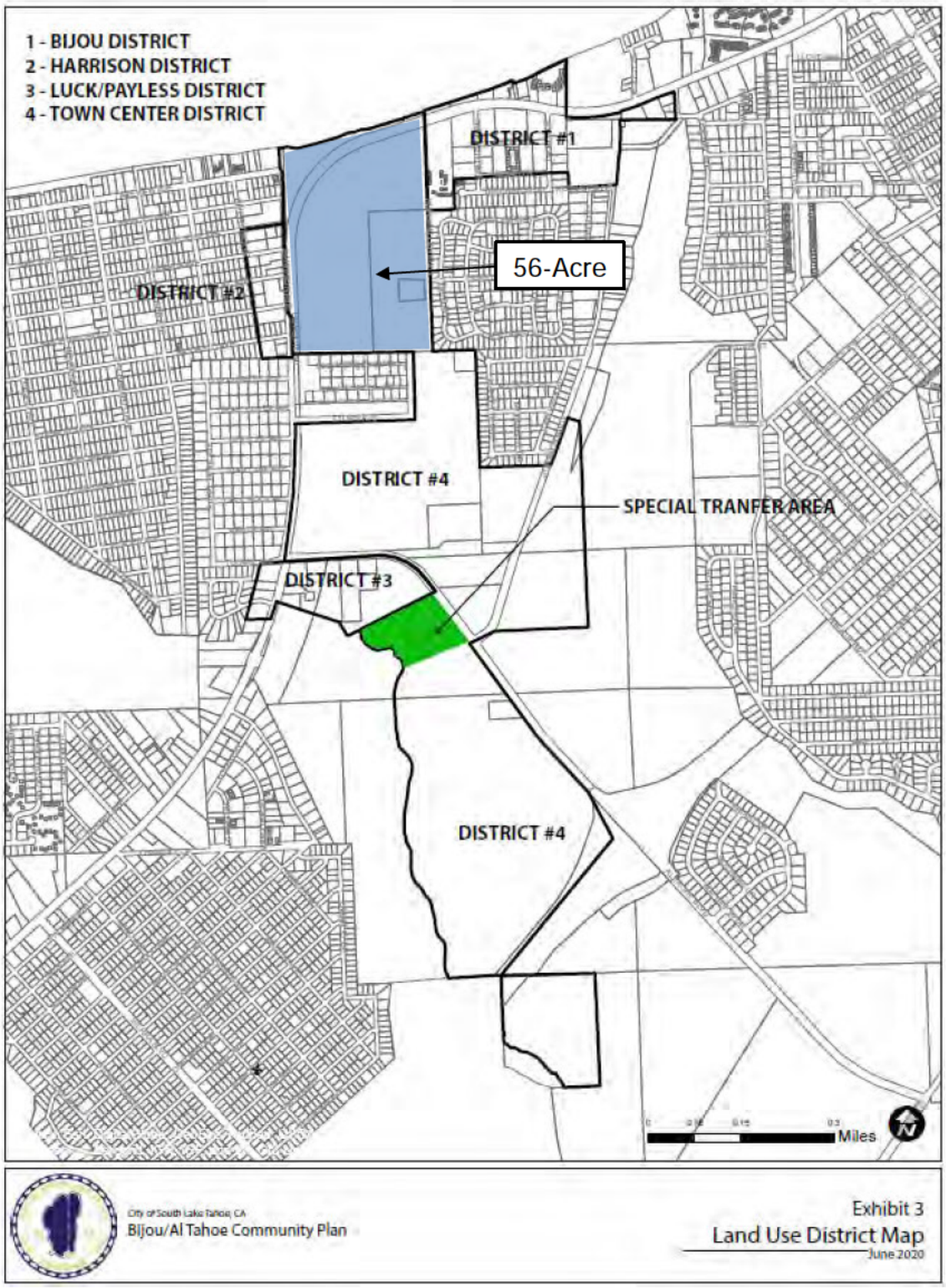
37.7.8. Finding 8 – The maximum building height at any corner of two exterior walls of the building is not greater than 90 percent of the maximum building height. The maximum height at the corner of two exterior walls is the difference between the point of lowest natural ground elevation along an exterior wall of the building, and point at which the corner of the same exterior wall meets the roof. This standard shall not apply to an architectural feature described as a prow.

Setbacks for District 4 is regulated by the City Code Section 6.55.150, which is summarized below.

Land Use Classification	Setbacks
Commercial/Public Service	Front - 20 feet
	Side Interior – 5 feet (less if firewall) or 15 feet if adjoins residential land use classification Side Street – 15 feet Rear Interior - 5 feet (less if firewall) or 15 feet if adjoins residential land use classification Rear Street – 15 feet
Recreation	Front – 50 feet Side Interior – 20 feet Side Street – 20 feet Rear – 50 feet

Designs standards are regulated by the B/ATCP Appendix A Section Two – Public Service/Recreation Theme. The standards call for the natural forest setting to be preserved by maintaining the maximum number of trees in the project site and for the use of architectural treatments that use natural materials and colors that create visual interest variations in facades and building forms.

Figure 2-1 – 56-Acre Portion of Bijou/Al Tahoe Community Plan District 4



APPENDIX A: BIJOU/AL TAHOE COMMUNITY PLAN STANDARDS AND GUIDELINES

SECTION TWO – PUBLIC SERVICE/RECREATION THEME

	DISTRICTS	MAP AND USE MATRIX IDENTIFICATION
	Town Center	4
A	PERMITTED USES	Refer to use matrix for district uses.
B	HEIGHT	
	Standard	Refer to TRPA Code of Ordinances Chapter 37.
	Special Standard	The following shall apply to: Lake Tahoe Community College and Lake Tahoe Unified School District properties: Height issues for these sites shall be addressed by TRPA on an individual project basis, and may be in excess of Chapter 37 based on project setback, visibility, or other design criteria. **El Dorado County and City properties located in 56-Acre project area:** **For public and quasi-public owned buildings, the maximum height permitted is 42 feet, with no minimum cross slope or roof pitch requirements, provided TRPA makes Findings 1, Finding 3, Finding 4, Finding 5, ~~and~~ Finding 7, and Finding 8 of CodeSection 37.7.**
C	BULK	
	Standard	Refer to Redevelopment Design Element, Sections 1 and 2.
D	COVERAGE	
	Standard	Refer to TRPA Code of Ordinances Chapters 30.
E	SETBACKS	
	Standard	Refer to City Wide Design Manual Section 3 of Chapter 1 & 2.
	Special Standard	In addition to the City Wide Design Manual, the following shall apply to specific properties located with the Town Center District, including: The vacant 7.5 acre parcel north of Al Tahoe and west of Johnson Boulevard (Adjacent to the existing

		El Dorado County Government Center) shall required a minimum of a 50' setback from Johnson Boulevard and an increased interior side yard setback of 20' in that area of the property adjoining the residentially developed district. The vacant 12 acre parcel, north of **Al** Tahoe and east of Johnson Boulevard (adjacent to Bijou Community Park) shall require a minimum of a 50' setback from Johnson Boulevard for development. Development on the Lake Tahoe Community College property shall have a minimum setback of 50' from Al Tahoe Boulevard.
F	SITE DESIGN	
	Standard	Refer to City Wide Design Manual, Section 2, Chapters 1 & 2
	Special Standard	In addition to the City Wide Design Manual, the following standards shall apply to the entire Town Center: 1. A natural forest setting shall be preserved by designing projects that maintain the maximum number of trees, shrubs, boulders, and other natural amenities at a project site. Landscaping shall be designed to blend with the native surroundings, including trees, shrubs, ground covers and flowers. 2. Sidewalks shall connect all buildings within project area.
G	ARCHITECTURAL TREATMENT	
	Standard	Refer to City Wide Design Standards, Section 2 of Chapters 1 & 2 and City Lighting Standards.
	Special Standard	In addition to the City Design Standards, the following standards shall apply: 1. Buildings shall be designed with interest (no box forms, variations in elevation, etc.) and shall incorporate architectural features which blend with the surrounding buildings. 2. Wood siding **or natural appearing siding** shall be used on the exterior of all remodeled newly constructed buildings. 3. Roofs shall have a minimum pitch of ~~7~~5:12 and a maximum roof pitch of 12:12. **Roofs may have a**

minimum pitch of 0:12 on public and quasi-public owned buildings within El Dorado County and City properties located in 56-Acre project area.

4. Real stone shall be incorporated into the building design. Manufactured stone may be used on a project only if the applicant demonstrates the application of the stone will appear “real.”
5. All projects shall incorporate days use amenities, including; outdoor furniture, bicycle racks and trash receptacles.

3.0 BASELINE

As specified in Section 13.3.1 of the TRPA Code, all plans, policies, and regulations in the Regional Plan and the TRPA Code shall remain in effect unless superseded by the provisions of an adopted conforming Area Plan. Thus, existing baseline conditions for the purposes of this IS/IEC reflect current environmental conditions with the updated Regional Plan, TRPA Code, City of South Lake Tahoe General Plan and Zoning Ordinance in effect, and the existing TRPA plans (e.g., B/ATCP and adjacent area plans), maps, and ordinances also in effect.

The proposed project evaluated in this IS/IEC is the amendment of the B/ATCP. With approval, the B/ATCP amendments would become part of the TRPA Regional Plan and would amend the existing B/ATCP. The focus of the analyses herein is on the amendment of the existing plan, maps, and ordinances to reflect the revised boundaries of design standards and the potential environmental effects of implementing the amendments to the B/ATCP over its plan horizon.

4.0 METHODOLOGY AND ASSUMPTIONS

This IS/IEC was prepared to evaluate the potential environmental effects of the B/ATCP amendments using as a tool the CEQA initial study and TRPA initial environmental checklist questions, responses, and supporting narrative. The analysis tiers and incorporates by reference specific analyses contained in the following environmental review documents, as appropriate:

- TRPA, *Regional Plan Update EIS*, certified by the TRPA Governing Board on December 12, 2012 (RPU EIS)
- TRPA/Tahoe Metropolitan Planning Organization (TMPO), *Mobility 2035: Regional Transportation Plan/Sustainable Communities Strategy EIR/EIS*, certified by the TMPO Board and the TRPA Governing Board on December 12, 2012 (RTP EIR/EIS)
- TRPA/Tahoe Metropolitan Planning Organization (TMPO), *2020 Linking Tahoe: Regional Transportation Plan/Sustainable Communities Strategy IS/MND/IEC/FONSE*, certified by the TMPO Board and the TRPA Governing Board in April 2021 (RTP IS/IEC)
- City of South Lake Tahoe, *General Plan Update EIR*, certified by the City Council on May 17, 2011 (City GP EIR)

These program-level environmental documents include a regional and city-wide scale analysis and a framework of mitigation measures that provide a foundation for subsequent environmental review at an community plan/area plan level. These documents serve as first-tier documents for the City and TRPA review of the proposed Amendments. To the extent that the B/ATCP is consistent with the Regional Plan and the RTP, for which the program EISs were prepared, the Amendments could be found to be "within the scope" of the program EISs.

The B/ATCP Amendments IS/IEC is also a program-level environmental document. No specific development projects are proposed at this time or analyzed herein. All future projects within the B/ATCP boundary (including the 56-acre project area) would be subject to project-level environmental review and permitting by the City of South Lake Tahoe and/or TRPA, with the permitting agency determined based on the size, nature and location of the project. Project-level environmental documents would require identification of, and mitigation for any potentially significant environmental impacts.

5.0 ENVIRONMENTAL CHECKLIST AND IMPACT ANALYSIS

1. Project title: B/ATCP Amendments

2. Lead agency name and address:

   The City of South lake Tahoe is the California Environmental Quality Act (CEQA) lead agency responsible for preparing an Initial Study/Negative Declaration (IS/ND) and the Tahoe Regional Planning Agency (TRPA) will serve as the lead agency for the Initial Environmental Checklist/Finding of No Significant Effect (IEC/FONSE) under the Tahoe Regional Planning Compact.

   City of South Lake Tahoe
   1052 Tata Lane
   South Lake Tahoe, California 96150

   Tahoe Regional Planning Agency
   P.O. Box 5310
   Stateline, Nevada 89449

3. Contact person(s) and phone number(s):

   City of South Lake Tahoe: John Hitchcock, Planning Manager, (530) 542-7472, jhitchcock@cityofslt.us

   Tahoe Regional Planning Agency: Jennifer Self, Principal Planner (775) 589-5261, jself@trpa.gov

4. Project location:

   The B/ATCP is located within the City of South Lake Tahoe, and the portion of the B/ATCP proposed for amendment to building height and roof pitch standards is the City and County owned 56-acre public service and recreation area located between US Highway 50 and Rufus Allen Blvd, from Lake Tahoe south to the Lake Tahoe Historical Museum and South Lake Tahoe Recreation Center shown on Figure 1-1.

5. Project sponsor's name and address:

   City of South Lake Tahoe
   1052 Tata Lane
   South Lake Tahoe, CA 96150

6. General Plan designation: The City's General Plan designates the 56-acre project area land use as Recreation and TRPA's Conceptual Land Use Map designates it as Mixed-Use (Commercial/Public Service).

7. Zoning: Commercial/Public Service

8. Description of project: Refer to Chapter 2 of this document.

9. Surrounding land uses and setting: Briefly describe the project's surroundings:

Refer to Section 1.4 in Chapter 1 of this document.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

    Amendment of the B/ATCP requires City of South Lake Tahoe City Council and the TRPA Governing Board approval. Projects that may move forward as a result of the implementation of these amendments will undergo project-level environmental review and may also require approval by the California Department of Forestry and Fire Protection (tree removal), California Tahoe Conservancy (funding source), California Regional Water Quality Control Board, Lahontan Region (waste discharge), El Dorado County Air Quality Management District (generators), and/or the California Department of Transportation (highway encroachment/ROW).

5.1 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

If environmental factors are checked below, there would be at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. As discussed in the IS/IEC checklist, there are no potentially significant impacts associated with the B/ATCP amendments. Applicable mitigation measures for general and cumulative impacts associated with the General Plan and the RPU are incorporated into the project approval.

☐ Aesthetics	☐ Agriculture/Forest Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology Resources	☐ Greenhouse Gas Emissions	☐ Hazards/Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation/Traffic	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance
	☒ None	☐ None with Mitigation Incorporated

5.2 CEQA ENVIROMENTAL DETERMINATION

On the basis of this Initial Study:

☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.



10/20/2021

John Hitchcock, Planning Manager
City of South Lake Tahoe

Date

5.3 TRPA ENVIRONMENTAL DETERMINATION (TO BE COMPELTED BY TRPA)

On the basis of this TRPA Initial Environmental Checklist:

a.	The proposed project could not have a significant effect on the environment and a finding of no significant effect shall be prepared in accordance with TRPA's Rules of Procedures	☒	Yes	☐ No
b.	The proposed project could have a significant effect on the environment, but due to the listed mitigation measures which have been added to the project, could have no significant effect on the environment and a mitigated finding of no significant effect shall be prepared in accordance with TRPA's Rules of Procedures.	☐	Yes	☒ No
c.	The proposed project may have a significant effect on the environment and an environmental impact statement shall be prepared in accordance with this chapter and TRPA's Rules of Procedures.	☐	Yes	☒ No

Signature of Evaluator

Date

Title of Evaluator

5.4 EVALUATION OF ENVIRONMENTAL IMPACTS

The following environmental analysis has been prepared using the CEQA Guidelines Appendix G: Environmental Checklist Form to complete an Initial Study (IS). This checklist also includes analysis of environmental impacts required in the TRPA Initial Environmental Checklist (IEC) found at: http://www.trpa.org/wp-content/uploads/Initial_Environmental_Checklist.pdf.

5.4.1 CEQA

CEQA requires a brief explanation for answers to the Appendix G: Environmental Checklist except "No Impact" responses that are adequately supported by noted information sources (see Table 5-1). Answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

Table 5-1: CEQA Defined Levels of Impact Significance

Impact Severity	Definition
No Impact	A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
Less than Significant Impact	"Less than Significant Impact" applies where the Project's impact creates no significant impacts based on the criterion or criteria that sets the level of impact to a resource and require no mitigation to avoid or reduce impacts.
Less than Significant Impact after Mitigation	"Less than Significant Impact after Mitigation" applies where the incorporation of mitigation measures has reduced an effect from potentially "Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
Significant Impact	"Significant Impact" is appropriate if there is substantial evidence that an effect is potentially significant, as based on the criterion or criteria that sets the level of impact to a resource. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
Source: CEQA Appendix G Environmental Checklist Form 2018	

5.4.2 TRPA

Article VI of the TRPA Rules of Procedures presents the rules governing the preparation and processing of environmental documents pursuant to Article VII of the Compact and Chapter 3 of the Revised TRPA Code of Ordinances.

TRPA uses an IEC, in conjunction with other available information, to determine whether an EIS will be prepared for a project or other matter. This could include preparation of an Environmental Assessment, in accordance with Section 3.4 of the TRPA revised Code, when TRPA determines that an IEC will not provide sufficient information to make the necessary findings for a project.

The IEC includes a series of questions categorized by and pertaining to resources regulated by TRPA. Each checklist item requires a checked response of "Yes," "No," "No, with Mitigation," or "Data Insufficient." A checked response of "Data Insufficient" or a determination that a project may have a significant effect on the environment (Section 3.3.2 of the TRPA Code) indicates that additional environmental review in the

form of an Environmental Assessment (EA) or Environmental Impact Statement (EIS) would be required. The IEC form indicates that all "Yes" and "No, with Mitigation" responses require written explanations. This IEC provides supporting narrative for all responses. Where a checked response may not be intuitive or easily understood by the reader, that response has been marked with an asterisk (*) and a brief clarifying statement supporting the rationale for the checked response is included. Based on an initial review of the Project, TRPA and City staff determined that an IEC would provide sufficient information regarding the Project to make one of the findings below. As set forth in Code Subsection 3.3.1, based on the information submitted in the IEC, and other information known to TRPA, TRPA shall make one of the following findings and take the identified action:

1. The proposed project could not have a significant effect on the environment and a finding of no significant effect shall be prepared in accordance with TRPA's Rules of Procedure.

2. The proposed project could have a significant effect on the environment, but due to the listed mitigation measures which have been added to the project, could have no significant effect on the environment and a mitigated finding of no significant effect shall be prepared in accordance with TRPA's Rules of Procedure.

3. The proposed project may have a significant effect on the environment and an environmental impact statement shall be prepared in accordance with this Chapter and TRPA's Rules of Procedure.

When completed, TRPA reviews the IEC to determine the adequacy and objectivity of the responses. When appropriate, TRPA consults informally with federal, state, or local agencies with jurisdiction over the project or with special expertise on applicable environmental impacts.

5.4.3 Aesthetics (CEQA), Scenic Resources/Community Design and Light and Glare (TRPA)

This section presents the analyses for potential impacts to aesthetics, scenic resources/community design and light and glare. Table 5-2 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-2: Aesthetics, Scenic Resources/Community Design and Light and Glare

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.3-1. Have a substantial adverse effect on a scenic vista? (CEQA Ia)			X	
5.4.3-2. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings, within a state scenic highway? (CEQA Ib)				X
5.4.3-3. Substantially degrade the existing visual character or quality of the site and its surroundings? (CEQA Ic)			X	
5.4.3-4. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? (CEQA Id)			X	
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.3-5. Be visible from any state or federal highway, Pioneer Trail or from Lake Tahoe? (TRPA item 18a)	X			
5.4.3-6. Be visible from any public recreation area or TRPA designated bicycle trail? (TRPA item 18b)	X			
5.4.3-7. Block or modify an existing view of Lake Tahoe or other scenic vista seen from a public road or other public area? (TRPA item 18c)				X
5.4.3-8. Be inconsistent with the height and design standards required by the applicable ordinance or Community Plan? (TRPA item 18d)				X
5.4.3-9. Be inconsistent with the TRPA Scenic Quality Improvement Program (SQIP) or Design Review Guidelines? (TRPA item 18e)				X

5.4.3-10. Include new or modified sources of exterior lighting? (TRPA item 7a)				**X**
5.4.3-11. Create new illumination which is more substantial than other lighting, if any, within the surrounding area? (TRPA item 7b)				**X**
5.4.3-12. Cause light from exterior sources to be cast off-site or onto public lands? (TRPA item 7c)				**X**
5.4.3-13. Create new sources of glare through the siting of the improvements or through the use of reflective materials? (TRPA item 7d)				**X**

5.4.3-1. Would the Project have a substantial adverse effect on a scenic vista? (CEQA Ia)

The B/ATCP contains scenic vistas visible from public roadways; including views to Lake Tahoe from US 50 within the 56-acre project area. The 56-acre project area is characterized by heavy forest growth to the southeast in park lands of the South Lake Tahoe recreation area (library, campground, and senior center area), and wide expansive panoramas of Lake Tahoe and surrounding mountains where US 50 closely parallels the Lake Tahoe shoreline (through Lakeview Commons park). While development and redevelopment could occur in the future without the amendments, changes are likely to be positive by improving the visual quality of the built environment consistent with the TRPA Code of Ordinances, City Design Guidelines, City Code Title 6, the standards of the B/ATCP, and the general recommendations for site planning found in the TRPA Scenic Quality Improvement Program (SQIP).

The portion of US 50 in the 56-acre amendment area is associated with TRPA Scenic Roadway Unit 34 (El Dorado Beach) viewsheds #1 and 2. Views from this Roadway Unit area towards the south and east consist of a heavily forested area of the South Lake Tahoe recreation area with very little understory vegetation, many recreational facilities including a campground, and some buildings and associated parking. Views from this Roadway Unit area towards the north consist of a major panorama of Lake Tahoe seen through a line of pine trees located between the highway and the lake shoreline. The ~~2015~~ 2019 rating for this area included a travel route rating threshold composite score of 18 (attainment) and a scenic quality rating of 8 (attainment) for natural landscapes and 12 (attainment) for views to the Lake. Visual improvements to roadway distractions and lake views occurred between 2011 and ~~2015~~ 2019 with the removal of the Alta Mira commercial building located between US 50 and Lake Tahoe, new bus shelters, landscaping along US 50, Lakeview commons improvements, ~~and~~ the Harrison Avenue project that reconfigured parking, sidewalks and landscaping to reduce visual clutter , and façade improvements to Hotel Azure. The 2018 Threshold Evaluation noted these beneficial improvements continue to incrementally improve scenic quality in the unit, but not sufficient to change the scenic ratings.

The project area also includes TRPA Shoreline Unit 32 (Al Tahoe), which is in attainment with a ~~2015~~ 2019 threshold composite rating of 11 and scenic quality rating of 8 for shoreline views. The ~~2015~~ 2018 evaluation identifies improvements to Shoreline Unit 32 from completion of shoreline components of Lakeside Commons Park, ~~and~~ removal of the Alta Mira commercial building and residential rebuilds behind Regan Beach. However, similar to the roadway unit, the improvements were incrementally beneficial, but not sufficient to increase the scenic ratings.

The project proposes the following changes to the 56-acre project area within the B/ATCP in relation to scenic resources and visual quality:

- The proposed amendment would allow a maximum height of 42 feet for public, quasi-public, or recreation facilities with the 56-acre project area of District 4 with no minimum cross slope or roof pitch requirements. ~~increase maximum building heights up to 42 feet for public or quasi-public structures in the 56-acre project area if TRPA Code Section 37.7 findings 1, 3, 4, 5 and 7 can be made.~~
- Reduce minimum roof pitch requirements to 5:12 for other structures within the 56-acre project area. ~~permit flat roofs (0:12 roof pitches) for public or quasi-public buildings within the 56-acre project area and reduce minimum roof pitch requirements to 5:12 (from 7:12) for the rest of B/ATCP District 4 (Town Center).~~

New public service and recreation buildings are being considered for the 56-acre project area as part of the City, County and CTC master planning process that is currently in process. Current height and roof pitch requirements utilize TRPA Code Chapter 37 limits for establishing maximum building height and B/ATCP District 4 development standards for minimum roof pitch (7:12). The maximum height permitted for a building with a 7:12 roof pitch is 32.5 feet and is not adequate to accommodate public service and recreation facilities that require large footprints and high ceilings (e.g., recreation centers, gyms, performance spaces, etc.). In addition, to span a large space with a 7:12 roof pitch would likely result in a structure that not only exceeds 32.5 feet but would also exceed the maximum height permitted by TRPA of 42 feet and results in a design with "excessive roof components.

~~Allowing maximum building heights of up to 42 feet (with applicable findings) for flat roofed public or quasi-public structures within the 56-acre project area would increase potential building height for a flat roofed structure by approximately 18 feet compared to maximum building heights using existing B/ATCP development standards (42 feet compared to 24 feet). Current height and roof pitch requirements utilize TRPA Code Chapter 37 limits for establishing maximum building height, and B/ATCP District 4 development standards for minimum roof pitch (7:12). Code Section 37.4 permits only 24 feet of building height for buildings with 0:12 (flat) roof pitches that are located on flat building sites. Maximum building heights are increased to 32.5 feet for buildings with a 7:12 roof pitch, the minimum roof pitch currently allowed in the B/ATCP for the Town Center District 4 that includes the 56-acre project area.~~

~~The City has determined that building heights of 24 feet with a 0:12 roof pitch (which does not follow B/ATCP standards) or 32.5 feet with a 7:12 roof pitch (which follows B/ATCP standards) are not adequate to accommodate public service structures that require large footprints and high ceilings (e.g., recreation centers, gyms, performance spaces, etc.). New public service and recreation buildings are being considered for the 56-acre project area as part of the City, County and CTC master planning process that is currently in process. feet of building height would not permit adequate ceiling height along exterior walls for public service/recreation uses that include large covered pools and gymnasiums. Thirty-two and one-half feet of building height along with 7:12 roof pitches would not allow the roof to span the necessary width (e.g., 100 to 200 feet) of public service buildings and remain below the 32.5 foot height limit (e.g., the roof by itself would be 28 feet tall to span a 100-foot wide building).~~

The proposed amendment to allow a maximum height of 42 feet for public, quasi-public, or recreation facilities within the 56-acre project area of District 4 with no minimum cross slope or roof pitch requirements is to provide the same height standards for new buildings on Lake Tahoe Unified School District property and the Lake Tahoe Community College properties. Both sites, like 56-acres, are intended for larger-scale buildings to house public education programs. Requiring such buildings to have high pitched roofs results in designs with "excessive" roof components, which is contrary to TRPA's and the City's goals of promoting environmentally beneficial and sustainable development.

Public service and recreation facilities are designed with low pitched roofs appropriate for their function and sustainable design but cannot be currently approved by TRPA or City because the current B/ATCP requires a minimum roof pitch of 7:12 and a maximum height of 32.5 feet.

The minimum high roof pitch requirement would create buildings that are out of scale for its function and more intrusive on the surrounding neighborhood. This creates a negative visual impact with a larger than necessary man-made structure that dominates and obstructs views of surrounding natural elements. All of which is contrary to TRPA's visual regulations which are intended to protect natural views and reduce the visual intrusion of man-made structures.

Higher roof pitches also result in larger interior volume than needed, which must be conditioned and maintained, resulting in increase energy consumption and operation costs, which is contrary to long term sustainability goals

The reduction in roof pitch for other structures within the 56-acres project area is to bring the roof pitch requirement into alignment with the city-wide minimum requirement of 5:12 and the City's long-term sustainability goals.

~~The proposal for amending maximum building height up to 42 feet is consistent with limits in place for nearby plan areas along US 50 including the Tourist Core Area Plan (TCAP) and Tahoe Valley Area Plan (TVAP) and height limits studied in the TRPA Regional Plan, which allows structures up to 56 feet within urban Town Centers if certain findings can be made. The proposed height standard amendment for the 56-acre project area of the B/ATCP would require TRPA height findings consistent with these other plan areas of the City. The proposal for amending roof pitches to a minimum of 0:12 (flat roof) in the 56-acre project area for public or quasi-public buildings, and 5:12 elsewhere in B/ATCP District 4 (e.g., El Dorado County Government Center, LTUSD campus, LTCC) is consistent with roof pitch requirements in the TCAP and TVAP boundaries and would not impact scenic vistas or scenic quality.~~

The proposed B/ATCP amendment would require public or quasi-public structures of up to 42 feet in the 56-acre project area to meet height findings 1, 3, 4, 5, ~~and~~ 7, and 8 as defined in Section 37.7 of the TRPA Code of Ordinances. These findings (listed below) ensure the additional height does not extend above forest canopies, minimizes interference with existing views, particularly within the shoreline, is adequately screened from public viewpoint locations, and is the minimum building height necessary to feasibly implement the project. If the findings cannot be made, the additional height would not be permitted for future projects within the 56-acre project area. This ensures no significant impact would result from the increased height allowance proposed within the amendment area.

> **37.7.1 Finding 1:** When viewed from major arterials, scenic turnouts, public recreation areas, or the waters of Lake Tahoe, from a distance of 300 feet, the additional height will not cause a building to extend above the forest canopy, when present, or a ridgeline. For height greater than that set forth in Table 37.4.1-1 for a 5:12 roof pitch, the additional height shall not increase the visual magnitude beyond that permitted for structures in the shoreland as set forth in subsection 66.3.7, Additional Visual Magnitude, or Appendix H, Visual Assessment Tool, of the Design Review Guidelines.
>
> *Proposed development within the 56-acre project area will be located within a heavily forested area south of US 50 and buildings up to 42 feet in height would remain well below the height of the forest canopy, as viewed from US 50 or Lake Tahoe. The majority of trees located within the 56-acres project area south of US 50 are primarily mature conifers in excess of 100 feet in height. Any proposed building at 42 feet in height would still be well below 66 feet, which is approximately two-thirds of the existing tree canopy, and thus when viewed from major arterials,*

scenic turnouts, public recreation areas, or the waters of Lake Tahoe, the additional height would not extend above the forest canopy.

37.7.3. Finding 3: With respect to that portion of the building that is permitted the additional height, the building has been designed to minimize interference with existing views within the area to the extent practicable.

Future development proposals for the 56-acre project area will have to document how building design and placement minimize interference with existing views. Since existing views include heavily forested recreation uses to south of US 50 and open panoramas of Lake Tahoe as viewed north from US 50, future building placement must ensure that forest/landscape buffers remain between US 50 and the development south of US 50, and open panoramas are not blocked as viewed north from US 50.

37.7.4. Finding 4: The function of the structure requires a greater maximum height than otherwise provided for in this chapter.

Future development proposals will have to document how building structural requirements (e.g., gym, covered pool, recreation center, etc.) warrant a maximum building height greater than what would be provided in Code chapter 37.4.

37.7.5. Finding 5: The portion of the building that is permitted additional building height is adequately screened, as seen from major arterials, the waters of lakes, and other public areas from which the building is frequently viewed. In determining the adequacy of screening, consideration shall be given to the degree to which a combination of the following features causes the building to blend or merge with the background: a) the horizontal distance from which the building is viewed; b) the extent of screening; and c) proposed exterior colors and building materials.

Future development proposals will have to document how buildings are adequately screened to protect existing scenic quality (e.g., lake views, landscape views, man-made features, roadway distractions, etc.) from US 50 and Lake Tahoe viewpoints.

37.7.7. Finding 7: The additional building height is the minimum necessary to feasibly implement the project and there are no feasible alternatives requiring less additional height.

Future development proposals will have to document how building structural requirements (e.g., gym, covered pool, recreation center, etc.) warrant a proposed building height that is greater than what would otherwise be provided in Code chapter 37.4.

~~A similar scenic analysis for the 2013 TCAP IS/IEC found that impacts from proposed TCAP Design Standards on scenic vistas were less than significant based on a 42 foot height limitation for buildings within the TCAP Gateway District. The analysis concluded that if required height findings cannot be made, the additional height allowance would not be approved, thereby avoiding a significant impact.~~ Since this amendment proposes no other changes to the B/ATCP Design Standards other than the possibility of earning additional height (up to 42 feet) and allowing flat roofs for public or quasi-public buildings, no significant impact is anticipated. Any future proposed project would be required to implement the design standards of the B/ATCP, ~~Implementation of the Design Standards~~ and be in compliance with TRPA and City requirements ~~during any future development projects would~~ to ensure no significant impact to scenic vistas would occur as these standards offset the impacts of additional height.

Those requirements include preserving the maximum number of trees, shrubs, boulders and other natural amenities on site. Incorporating architectural treatments that limit box forms creates variations in elevations and facades to blend with the natural landscape. The standards also require the use of earthtone colors and the use of natural and natural-appearing materials. Moreover, due to the existing major conifers located within the 56-acres project area south of US 50, any proposed project would not extend above the forest canopy. Implementation of the theses measures for any future project that results from this amendment and making TRPA findings for additional height is not expected to result in a significant impact on scenic vistas, scenic quality, or community character when viewed from major arterials, scenic turnouts, public recreation areas, or the water of Lake Tahoe.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None.**

5.4.3-2. Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (CEQA Ib)

US 50 is not an officially designated state scenic highway in the project area, through it is listed as an eligible route. An eligible State highway becomes officially designated through a process in which the local governing body applies to Caltrans for scenic highway approval, adopts a Corridor Protection Program, and receives notification that the highway has been officially designated a State Scenic Highway by the Caltrans Director. Other than distant views of the ridgelines and tree canopy outside the area proposed for amendment, the area footprint does not contain other unique visual resources such as rock outcroppings, trees, or historical buildings, as the parcels have been substantially developed with public service/recreational structures and infrastructure. Therefore, the Project has no impact on state designated scenic highways.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.3-3. Would the Project substantially degrade the existing visual character or quality of the site and its surroundings? (CEQA Ic)

As discussed above in Question 5.4.3-1, the existing visual character of a majority of the 56-acre project area consists of heavy forest growth to the southeast of US 50 in lands used for the South Lake Tahoe recreation area (library, campground, and senior center/historical museum area). The northern most corner of the 56-acre project area includes wide expansive panoramas of Lake Tahoe and surrounding mountains where US 50 closely parallels the Lake Tahoe shoreline (viewed through Lakeview Commons park). As such, the existing visual character of the 56-acre project area appears less urban than other US 50 corridors north and south of the project area, with less evidence of man modifications and fewer roadway distractions.

The existing B/ATCP includes detailed design standards that are intended to ensure that the built environment complements the natural appearing landscape while promoting recreational and public service uses in the 56-acre project area. The B/ATCP specifically regulates building form, materials and colors and includes the following: buildings shall be designed with interest and provide adequate articulation and detail to avoid a bulky box-like appearance; a unified palette of quality materials shall be used; a variety of natural-appearing materials should be used on building facades to create contrast; and colors should blend with the setting. The amendments would allow public or quasi-public buildings to be approximately 10 (with a 7:12 roof pitch) to 18 feet taller (with a flat roof) then currently permitted, but other existing B/ATCP requirements for building standards and design would remain unchanged.

As a result, an increase in the height and roof pitch of future public or quasi-public buildings may occur as a result of the amendments but would not result in a significant change to visual character or quality of the area for the following reasons: public or quasi-public buildings that may utilize the additional height and flat roof provision will serve recreational or public service uses that are compatible with the existing visual character and requirements to make TRPA height findings will protect visual quality in the 56-acre project located between US 50 and Lake Tahoe. Finally, changes to allowable building height will not impact existing US 50 or shoreline viewsheds due to the required findings for additional height which includes screening of the additional height or limits height to below the tree canopy when viewed from major roadways, the waters of the lake or public viewpoints, and also requires no net loss of views along a scenic travel route, among other findings.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None**.

5.4.3-4. Would the Project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? (CEQA Id)

The 56-acre project area is currently developed with recreation and public service uses, and no changes to lighting design standards is proposed. Therefore, glare or reflectivity from a project proposed under the amended B/ATCP would not change compared to projects developed under the existing Community Plan, and will not adversely affect day or nighttime views in the area. Pursuant to the City Code Section 6.10.160 and TRPA Code Section 36.8 all lighting shall have cutoff shields, be directed downward, and shall not spray above the horizontal plane. No new impact would occur.

Environmental Analysis: *Less than Significant Impact.*

Required Mitigation: **None**.

5.4.3-5. Would the Project be visible from any state or federal highway, Pioneer Trail or from Lake Tahoe? (TRPA 18a)

The project area is visible from Lake Tahoe and US 50, which is not a Caltrans Officially Designated State Scenic Highway at this location, but is a TRPA scenic corridor. US 50 is a federal highway and crosses the northern section of the proposed 56-acre amendment area. US 50 is designated by TRPA as an Urban Scenic Corridor. Urban Scenic Corridors are generally urbanized where man-made development is the dominant visual feature, but development still blends with the natural environment (TRPA Code Chapter 66, Scenic Quality).

As discussed in Question 5.4.3-1, the project area includes Scenic Roadway Travel Unit #34 – El Dorado Beach. The 2015 Threshold Evaluation indicates attainment with recent improvements in the visual quality of the built environment. The detailed design standards in the B/ATCP ensure that the built environment complements the natural appearing landscape in the Tahoe Region while providing public service and recreational opportunities for residents and visitors. The B/ATCP specifically regulates building form, materials and colors to avoid bulky and "box-like" appearance, to promote materials and colors that blend with the natural setting, to reduce glare and reflectivity, and preserve views of the lake, ridgelines and meadows. With application of the design standards, the overall visual quality and character of the amendment area is expected to remain high while allowing for new and relocated public service and recreational uses. Thus, implementation of the amendments will not result in adverse impacts on views from any state or federal highway, Pioneer Trail or from Lake Tahoe.

Environmental Analysis: *Yes, but No Impact.*

Required Mitigation: **None.**

5.4.3-6. Would the Project be visible from any public recreation area or TRPA designated bicycle trail? (TRPA 18b)

The 56-acre project area is visible from El Dorado Beach/Lakeview Commons, which is included as part of the 56-acre area, and from Lake Tahoe. There is also a newly constructed Class I bike trail along US Highway 50 within the project area. Visual impacts have the potential to occur to each of these recreational locations, since the 56-acre project area is visible from each; however, the following recommendations included in the TRPA Lake Tahoe Scenic Resource Evaluation (1993) would protect views from these recreational land uses:

- Existing trees should be preserved as a visual screen between structures and major public use areas.
- Structures should not be permitted to exceed the height of the existing tree cover.
- Development should not be permitted where tree cover is too sparse to visually absorb new structures, road cuts, and other attendant improvements.
- Use of reflective materials should be restricted and use of materials which blend into the surrounding landscape encouraged.

Development within the amendment area would be consistent with the B/ATCP's Design Standards and Chapter 66 (Scenic Quality) of the TRPA Code of Ordinances that would prohibit buildings to protrude above the forest canopy or ridgeline, include site-specific design features that minimize ground disturbance, incorporate screening, use of earth tone colors, materials and architectural style that complements the Tahoe landscape. Thus, development within the amendment area will not adversely impact views from any public recreation area or TRPA designated bicycle trails.

Environmental Analysis: *Yes, but no Impact.*

Required Mitigation: **None.**

5.4.3-7. Would the Project block or modify an existing view of Lake Tahoe or other scenic vista seen from a public road or other public area? (TRPA 18c)

As discussed above in Questions 5.4.3-1 (CEQA Checklist 1a) and 5.4.3-6 (TRPA 18b) scenic viewsheds in the 56-acre project area include wide panorama views of Lake Tahoe from US 50 and the recreational uses south of US 50.

Future development projects located north of US 50 in the El Dorado Beach/Lakeview Commons area have the potential to disrupt existing scenic vistas of Lake Tahoe as viewed from US 50 or the campground. Scenic findings required by TRPA for additional building height would prohibit buildings in these locations to earn additional height if they were to impact scenic viewpoints, especially those within the Lake Tahoe shoreline (finding 1). For projects in other parts of the 56-acre project area, the findings would prohibit buildings to protrude above the forest canopy or ridgeline, include site-specific design features that minimize ground disturbance, incorporate screening, and require use of earth tone colors, materials and architectural style that complements the Tahoe landscape. Public and quasi-public buildings located within the 56-acre project area that request additional height and flatter roofs would be visible from US 50;

however, impacts to overall scenic vistas would be less than significant and would not detract from the visual experience based on protections included in the scenic findings. Thus, the B/ATCP amendments would not result in new obstructed views to and from Lake Tahoe or other scenic vistas.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.3-8. Would the Project be inconsistent with the height and design standards required by the applicable ordinance or Community Plan? (TRPA 18d)

The B/ATCP includes design standards with which future development in the amendment area would be required to comply. The B/ATCP Design Standards and Guidelines for District 4 ~~(Town Center)~~ primarily defer to the TRPA Code of Ordinances, City Zoning and Sign Ordinances, City Wide Design Manual, City Lighting Standards, and South Tahoe Redevelopment Design Element. Special standards for District 4 include an emphasis on the use of natural wood, development of a landscape boulevard theme, parking lot landscaping, and public art. Since the B/ATCP was adopted in 1995, both the City and TRPA have revised planning documents to reflect the current direction on design. The proposed amendments do not change a majority of the adopted design standards, but do propose amendment to maximum height limits and minimum roof pitch requirements within the 56-acre project area, which would apply therein only, and only for public or quasi-public buildings.

The B/ATCP amendments would apply a 42 foot maximum height allowance to the 56-acre project area for any public or quasi-public building, if the existing additional height findings can be met. The current limit is 42 feet, but can only be earned on project sites where the ground slopes at 24 percent across the building pad, and where a 12:12 roof pitch is proposed. The 42 foot maximum height limit proposed in the amendment is similar or lower to other urban land use areas within the City, including most of the Districts in the TCAP and each of the Districts along US 50 in the TVAP. As such, the proposed height allowance for public or quasi-public buildings within the 56-acre project area is consistent with height limits applied elsewhere along a majority of US 50 frontage. Combined with the other remaining design standards, and protective measures incorporated in TRPA additional height findings, the visual quality and character of the affected area would be protected; therefore, no significant impact would result from implementing the amended height and roof pitch standards within the 56-acre project area.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.3-9. Would the Project be inconsistent with the TRPA Scenic Quality Improvement Program (SQIP) or Design Review Guidelines? (TRPA 18e)

The SQIP does not include recommendations for scenic improvement to the 56-acre project area portion of US 50, since the roadway unit has been in attainment for each review period since the SQIP was prepared.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.3-10. Would the Project include new or modified sources of exterior lighting? (TRPA 7a)

See discussion and analysis for Question 5.4.3-4, which concludes no significant impact.

Environmental Analysis: *No Impact*.

Required Mitigation: **None**.

5.4.3-11. Would the Project create new illumination, which is more substantial than other lighting, if any, within the surrounding area? (TRPA 7b)

See discussions and analysis and for Question 5.4.3-4, which concludes no significant impact.

Environmental Analysis: *No Impact*.

Required Mitigation: **None**.

5.4.3-12. Would the Project cause light from exterior sources to be cast off-site or onto public lands? (TRPA 7c)

See discussions and analysis for Question 5.4.3-4, which concludes no significant impact.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.3-13 Would the Project create new sources of glare through the siting of the improvements or through the use of reflective materials? (TRPA 7d)

See discussion and analysis for Question 5.4.3-4, which concludes no significant impact.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.4 Agriculture and Forestry Resources

This section presents the analyses for potential impacts to agriculture and forestry resources. Some TRPA checklist items concern impacts to vegetation, which are addressed in Section 5.4.6, Biological Resources. Table 5-3 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-3: Agriculture and Forestry Resources

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.4-1. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the CA Resources Agency, to a non-agricultural use? (CEQA IIa)				X
5.4.4-2. Conflict with existing zoning for agricultural use, or a Williamson Act contract? (CEQA IIb)				X
5.4.4-3. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resource Code section 12220(g), timberland (as defined by Public Resource Code section 4526) or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (CEQA IIc)				X
5.4.4-4. Result in the loss of forest land or conversion of forest land to non-forest use? (CEQA IId)				X
5.4.4-5. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (CEQA IIe)				X

5.4.4-1. Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to a non-agricultural use? (CEQA IIa)

The amendments do not change policies related to farmland.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.4-2. Would the Project conflict with existing zoning for agricultural use, or a Williamson Act contract? (CEQA IIb)

The amendments do not change land use and no contracts exist within the project area.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.4-3. Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resource Code section 12220(g), timberland (as defined by Public Resource Code section 4526) or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (CEQA IIc)

The amendments do not change land use or zoning of forested land.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.4-4. Would the Project result in the loss of forest land or conversion of forest land to non-forest use? (CEQA IId)

The amendments do not result in loss of forested lands or increase the possibility of forest land conversion.

Environmental Analysis: *No Impact*

Required Mitigation: **None**.

5.4.4-5. Would the Project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (CEQA IIe)

The amendments would permit increased building height for public or quasi-public buildings within the 56-acre project area which may facilitate development that would not occur without the availability of additional height. However, public service uses could be constructed on the site with or without the proposed height amendment, so the amendment does not create a new impact not addressed in previous B/ATCP environmental review.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.5 Air Quality

This section presents the analyses for potential impacts to air quality. Table 5-4 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-4: Air Quality

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.5-1. Conflict with or obstruct implementation of the applicable air quality plan? (CEQA IIIa)				X
5.4.5-2. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards? (CEQA IIIb)				X
5.4.5-3. Expose sensitive receptors to substantial pollutant concentrations? (CEQA IIIc)				X
5.4.5-4. Result in other emissions, such as objectionable odors, adversely affecting a substantial number of people? (CEQA IIId)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.5-5. Substantial air pollutant emissions? (TRPA 2a)				X
5.4.5-6. Deterioration of ambient (existing) air quality? (TRPA 2b)				X
5.4.5-7. Creation of objectionable odors? (TRPA 2c)				X

5.4.5-1. Would the Project conflict with or obstruct implementation of the applicable air quality plan? (CEQA IIIa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to air quality and proposes no changes to air quality policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.5-2. Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (CEQA IIIb)

The B/ATCP amendments would not contribute to an increase in any criterial pollutant because they only address building height and roof pitch and not land use or density.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.5-3. Would the Project expose sensitive receptors to substantial pollutant concentrations? (CEQA IIIc)

The B/ATCP amendments do not create new opportunities for sensitive receptors to be constructed nearby existing pollutants, nor would the amendments contribute to higher pollutant levels from future development.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.5-4. Would the Project result in other emissions, such as objectionable odors, adversely affecting a substantial number of people? (CEQA IIId)

B/ATCP amendments to height limits and roof pitch standards would not change possibility for objectionable odors.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.5-5. Would the Project result in substantial air pollutant emissions? (TRPA 2a)

See analysis for Question 5.4.5-1.

Environmental Analysis: *No Impact*

Required Mitigation: **None.**

5.4.5-6. Would the Project result in deterioration of ambient (existing) air quality? (TRPA 2b)

See analysis for Question 5.4.5-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.5-7. Would the Project result in creation of objectionable odors? (TRPA 2c)

See analysis for Question 5.4.5-4.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6 Biological Resources (Stream Environment Zones, Wetlands, Wildlife and Vegetation)

This section presents the analyses for potential impacts to biological resources, including impacts to SEZs, wetlands, wildlife and vegetation. Table 5-6 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-6: Biological Resources

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.6-1. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (CEQA IVa)				X
5.4.6-2. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (CEQA IVb)				X
5.4.6-3. Have a substantial adverse effect on federally protected (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (CEQA IVc)				X
5.4.6-4. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (CEQA IVd)				X
5.4.6-5. Conflict with any local policies or ordinances protecting biological resources, such as tree				X

preservation policy or ordinance? (CEQA IVe)				
5.4.6-6. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (CEQA IVf)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.6-7. Removal of native vegetation in excess of the area utilized for the actual development permitted by the land capability/IPES system? (TRPA 4a)				X
5.4.6-8. Removal of riparian vegetation or other vegetation associated with critical wildlife habitat, either through direct removal or indirect lowering of the groundwater table? (TRPA 4b)				X
5.4.6-9. Introduction of new vegetation that will require excessive fertilizer or water, or will provide a barrier to the normal replenishment of existing species? (TRPA 4c)				X
5.4.6-10. Change in the diversity or distribution of species, or number of any species of plants (including trees, shrubs, grass, crops, micro flora and aquatic plants)? (TRPA 4d)				X
5.4.6-11. Reduction of the numbers of any unique, rare or endangered species of plants? (TRPA 4e)				X
5.4.6-12. Removal of streambank and/or backshore vegetation, including woody vegetation such as willows? (TRPA 4f)				X
5.4.6-13. Removal of any native live, dead or dying trees 30 inches or greater in diameter at breast height (dbh) within TRPA's Conservation or Recreation land use classifications? (TRPA 4g)				X

5.4.6-14. A change in the natural functioning of an old growth ecosystem? (TRPA 4h)				**X**
5.4.6-15. Change in the diversity or distribution of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms, insects, mammals, amphibians or microfauna)? (TRPA 5a)				**X**
5.4.6-16. Reduction of the number of any unique, rare or endangered species of animals? (TRPA 5b)				**X**
5.4.6-17. Introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals? (TRPA 5c)				**X**
5.4.6-18. Deterioration of existing fish or wildlife habitat quantity or quality? (TRPA 5d)				**X**

5.4.6-1. Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (CEQA IVa)

The B/ATCP amendments do not create a new physical development impact not addressed in previous B/ATCP environmental review. While the amendment allows for additional height and changes to roof pitch standards, it does not propose specific new development that threaten biological resources habitat or protection of any candidate, sensitive, or special status species.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-2. Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (CEQA IVb)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-3. Would the Project have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (CEQA IVc)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**

5.4.6-4. Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (CEQA IVd)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-5. Would the Project conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance? (CEQA IVe)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-6. Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (CEQA IVf)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-7. Would the Project result in removal of native vegetation in excess of the area utilized for the actual development permitted by the land capability/IPES system? (TRPA 4a)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-8. Would the Project result in removal of riparian vegetation other vegetation associated with critical wildlife habitat, either through direct removal or indirect lowering of the groundwater table? (TRPA 4b)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-9. Would the Project result in introduction of new vegetation that will require excessive fertilizer or water, or will provide a barrier to the normal replenishment of existing species? (TRPA 4c)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-10. Would the Project result in change in the diversity or distribution of species, or number of any species of plants (including trees, shrubs, grass, crops, micro flora and aquatic plants)? (TRPA 4d)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-11. Would the Project result in reduction of the numbers of any unique, rare or endangered species of plants? (TRPA 4e)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**

5.4.6-12. Would the Project result in removal of streambank and/or backshore vegetation, including woody vegetation such as willows? (TRPA 4f)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.6-13. Would the Project result in removal of any native live, dead or dying trees 30 inches or greater in diameter at breast height (dbh) within TRPA's Conservation or Recreation land use classifications? (TRPA 4g)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**

5.4.6-14. Would the Project result in a change in the natural functioning of an old growth ecosystem? (TRPA 4h)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-15. Would the Project result in change in the diversity or distribution of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms, insects, mammals, amphibians or microfauna)? (TRPA 5a)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-16. Would the Project result in reduction of the number of any unique, rare or endangered species of animals? (TRPA 5b)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.6-17. Would the Project result in introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals? (TRPA 5c)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.6-18. Would the Project result in deterioration of existing fish or wildlife habitat quantity or quality? (TRPA 5d)

See analysis for Question 5.4.6-1.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.7 Cultural Resources (CEQA) and Archaeological/Historical (TRPA)

This section presents the analyses for potential impacts to cultural, archaeological and historical resources, discussing the Project impacts on cultural resources related to the disturbance of archaeological, historical, architectural, and Native American/traditional heritage resources. The section also addresses disturbance of unknown archaeological resources, as well as paleontological resources (fossils). Table 5-7 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-7: Cultural Resources and Archaeological/Historical

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.7-1. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? (CEQA Va)				X
5.4.7-2. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (CEQA Vb)				X
5.4.7-3. Disturb any human remains, including those interred outside of formal cemeteries? (CEQA Vc)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.7-4. Will the proposal result in an alteration of or adverse physical or aesthetic effect to a significant archaeological or historical site, structure, object or building? (TRPA 20a)				X
5.4.7-5. Is the proposed project located on a property with any known cultural, historical, and/or archaeological resources, including resources on TRPA or other regulatory official maps or records? (TRPA 20b)				X
5.4.7-6. Is the property associated with any historically significant events and/or sites or persons? (TRPA 20c)				X

5.4.7-1. Would the Project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? (CEQA Va)

The B/ATCP amendments do not create a new physical development impact not addressed in previous B/ATCP environmental review. While the amendment allows for additional height and changes to roof pitch standards, it does not propose specific new development that threaten cultural and historical resources or policies designed to protect historical resources.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.7-2. Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (CEQA Vb)

See analysis for Question 5.4.7-1.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.7-3. Would the Project disturb any human remains, including those interred outside of formal cemeteries? (CEQA Vc)

See analysis for Question 5.4.7-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.7-4. Will the Project result in an alteration of or adverse physical or aesthetic effect to a significant archaeological or historical site, structure, object or building? (TRPA 20a)

See analysis for Question 5.4.7-1.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.7-5. Is the Project located on a property with any known cultural, historical, and/or archaeological resources, including resources on TRPA or other regulatory official maps or records? (TRPA 20b)

See analysis for Question 5.4.7-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.7-6. Is the Project associated with any historically significant events and/or sites or persons? (TRPA 20c)

See analysis for Question 5.4.7-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.8 Energy (CEQA/TRPA)

This section presents the analyses for potential impacts to energy. Table 5-8 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-8: Energy

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.8-1. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? (CEQA VIa)				X
5.4.8-2. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? (CEQA VIb)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.8-3. Use of substantial amounts of fuel or energy? (TRPA 15a)				X
5.4.8-4. Substantial increase in demand upon existing sources of energy, or require the development of new sources of energy? (TRPA 15b)				X

5.4.8-1. Would the Project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? (CEQA VIa)

The B/ATCP amendments do not create a new physical development impact not addressed in previous B/ATCP environmental review. While the amendment allows for additional height and changes to roof pitch standards, it does not propose changes to policies designed to conserve energy resources.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.8-2. Would the Project conflict with or obstruct a state or local plan for renewable energy or energy efficiency? (CEQA VIb)

See analysis for Question 5.4.8-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.8-3. Would the Project use substantial amounts of fuel or energy? (TRPA 15a)

See analysis for Question 5.4.8-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.8-4. Will the Project substantially increase the demand upon existing sources of energy, or require the development of new sources of energy? (TRPA 15b)

See analysis for Question 5.4.8-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.9 Geology and Soils (CEQA) and Land (TRPA)

This section presents the analyses for potential impacts to geology, soils and land. Table 5-9 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-9: Geology and Soils and Land

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.9-1. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42? ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides? (CEQA VIIa)				X
5.4.9-2. Result in substantial soil erosion or the loss of topsoil? (CEQA VIIb)				X
5.4.9-3. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (CEQA VIIc)				X
5.4.9-4. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (CEQA VIId)				X

5.4.9-5. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? (CEQA VIIe)				X
5.4.9-6. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (CEQA VIIf)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.9-7. Compaction or covering of the soil beyond the limits allowed in the land capability or Individual Parcel Evaluation System (IPES)? (TRPA 1a)				X
5.4.9-8. A change in the topography or ground surface relief features of site inconsistent with the natural surrounding conditions? (TRPA 1b)				X
5.4.9-9. Unstable soil conditions during or after completion of the proposal? (TRPA 1c)				X
5.4.9-10. Changes in the undisturbed soil or native geologic substructures or grading in excess of 5 feet? (TRPA 1d)				X
5.4.9-11. The continuation of or increase in wind or water erosion of soils, either on or off the site? (TRPA 1e)				X
5.4.9-12. Changes in deposition or erosion of beach sand, or changes in siltation, deposition or erosion, including natural littoral processes, which may modify the channel of a river or stream or the bed of a lake? (TRPA 1f)				X
5.4.9-13. Exposure of people or property to geologic hazards such as earthquakes, landslides, backshore erosion, avalanches, mud slides, ground failure, or similar hazards? (TRPA 1g)				X

5.4.9-1. Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

5.4.9-1.i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42? (CEQA VIIa).

The B/ATCP amendments do not create a new physical development impact not addressed in previous B/ATCP environmental review. While the amendment allows for additional height and changes to roof pitch standards, it does not propose changes to policies designed to protect people and structures from geological resources.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.9-1.ii) Strong seismic ground shaking?

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.9-1.iii) Seismic-related ground failure, including liquefaction?

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-1.iv) Landslides?

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-2. Would the Project result in substantial soil erosion or the loss of topsoil? (CEQA VIIb)

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-3. Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (CEQA VIIc)

See analysis for Question 5.4.9-l.i.

Environmental Analysis*: No Impact*.

Required Mitigation: **None**.

5.4.9-4. Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (CEQA VIId)

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-5. Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? (CEQA VIIe)

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.9-6. Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (CEQA VIIf)

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-7. Would the Project result in compaction or covering of the soil beyond the limits allowed in the land capability or Individual Parcel Evaluation System (IPES)? (TRPA 1a)

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.9-8. Will the Project result in a change in the topography or ground surface relief features of site inconsistent with the natural surrounding conditions? (TRPA 1b)

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.9-9. Will the Project result in unstable soil conditions during or after completion of the proposal? (TRPA 1c)

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.9-10. Will the Project result in changes in the undisturbed soil or native geologic substructures or grading in excess of 5 feet? (TRPA 1d)

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-11. Will the Project result in the continuation of or increase in wind or water erosion of soils, either on or off the site? (TRPA 1e)

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-12. Will the Project result in changes in deposition or erosion of beach sand, or changes in siltation, deposition or erosion, including natural littoral processes, which may modify the channel of a river or stream or the bed of a lake? (TRPA 1f)

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.9-13. Will the Project result in exposure of people or property to geologic hazards such as earthquakes, landslides, backshore erosion, avalanches, mudslides, ground failure, or similar hazards? (TRPA 1g)

See analysis for Question 5.4.9-l.i.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.10 Greenhouse Gas Emissions (CEQA) and Air Quality (TRPA)

This section presents the analyses for potential impacts to greenhouse gas (GHG) emissions. Table 5-10 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-10: Greenhouse Gas Emissions and Air Quality

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.10-1. Greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (CEQA VIIIa)				X
5.4.10-2. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (CEQA VIIIb)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.10-3. Alteration of air movement, moisture or temperature, or any change in climate, either locally or regionally? (TRPA 2d)				X
5.4.10-4. Increased use of diesel fuel? (TRPA 2e)				X

5.4.10-1. Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (CEQA VIIIa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to air quality/greenhouse gas emissions and proposes no changes to air quality or greenhouse gas emission policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis*: No Impact.*

Required Mitigation: **None.**

5.4.10-2. Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (CEQA VIIIb)

See analysis for Question 5.4.10-l.

Environmental Analysis*: No Impact.*

Required Mitigation: **None.**

5.4.10-3. Would the Project result in alteration of air movement, moisture or temperature, or any change in climate, either locally or regionally? (TRPA 2d)

See analysis for Question 5.4.10-l.

Environmental Analysis*: No Impact.*

Required Mitigation: **None.**

5.4.10-4. Would the Project result in increased use of diesel fuel? (TRPA 2e)

See analysis for Question 5.4.10-l.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.11 Hazards and Hazardous Materials (CEQA) and Risk of Upset and Human Health (TRPA)

This section presents the analyses for potential impacts to hazards and hazardous materials and risk of upset and human health. Table 5-11 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-11: Hazards and Hazardous Materials and Risk of Upset and Human Health

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.11-1. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (CEQA IXa)				X
5.4.11-2. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (CEQA IXb)				X
5.4.11-3. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (CEQA IXc)				X
5.4.11-4. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (CEQA IXd)				X
5.4.11-5. For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? (CEQA IXe)				X

5.4.11-6. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (CEQA VIIIf)				**X**
5.4.11-7. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? (CEQA IXg)				**X**
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.11-8. Involve a risk of an explosion or the release of hazardous substances including, but not limited to, oil, pesticides, chemicals, or radiation in the event of an accident or upset conditions? (TRPA 10a)				**X**
5.4.11-9. Involve possible interference with an emergency evacuation plan? (TRPA 10b)				**X**
5.4.11-10. Creation of any health hazard or potential health hazard (excluding mental health)? (TRPA 17a)				**X**
5.4.11-11. Exposure of people to potential health hazards? (TRPA 17b)				**X**

5.4.11-1. Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (CEQA IXa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to hazards or hazardous materials/risk of upset and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.11-2. Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (CEQA IXb)

See analysis for Question 5.4.11-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.11-3. Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (CEQA IXc)

See analysis for Question 5.4.10-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.11-4. Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (CEQA IXd)

See analysis for Question 5.4.10-l.

No hazardous waste facilities or contaminated sites are identified within the proposed B/ATCP amendment area. There are two closed GeoTracker Leaking Underground Storage Tank (LUST) cleanup sites (one at the Beach Bear Café site and one at a former Express Gas station in the Pioneer Center west of US 50) in the vicinity of the 56-acre site, but neither were located within the publicly owned lands.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.11-5. For a Project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project result in a safety hazard or excessive noise for people residing or working in the project area? (CEQA IXe)

The B/ATCP 56-acre amendment area is not located within Lake Tahoe Airport Safety Zones as depicted in the City's 2019 Airport Land Use Compatibility Plan (Figure 4-4), and therefore has no potential impact on public safety.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.11-6. Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (CEQA IXf)

The amendments would not alter or revise existing regulations or amend the City's Local Emergency Operations Plan or Emergency Management Plan. The amendments would not impair the implementation of or physically interfere with the City Natural Hazard Management Plan or Emergency Management Plan and therefore results in no impact.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.11-7. Would the Project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? (CEQA IXg)

See analysis for Question 5.4.10-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.11-8. Will the Project involve a risk of an explosion or the release of hazardous substances including, but not limited to, oil, pesticides, chemicals, or radiation in the event of an accident or upset conditions? (TRPA 10a)

See analysis for Question 5.4.10-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.11-9. Will the Project involve possible interference with an emergency evacuation plan? (TRPA 10b)

See discussion and analysis for Question 5.4.11-6 above that concludes that implementation of the B/ATCP amendments will not impact existing emergency evacuation plans.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.11-10. Will the Project result in creation of any health hazard or potential health hazard (excluding mental health)? (TRPA 17a)

See analysis for Question 5.4.10-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.11-11. Will the Project result in exposure of people to potential health hazards? (TRPA 17b)

See analysis for Question 5.4.10-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12 Hydrology and Water Quality

This section presents the analyses for potential impacts to hydrology and water quality. Table 5-12 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-12: Hydrology and Water Quality

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.12-1. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality? (CEQA Xa)				X
5.4.12-2. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? (CEQA Xb)				X
5.4.12-3. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would i) Result in substantial erosion or siltation on- or off-site; ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or iv) Impede or redirect flood flows? (CEQA Xc)				X
5.4.12-4. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? (CEQA Xd)				X

5.4.12-5. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? (CEQA Xe)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.12-6. Changes in currents, or the course or direction of water movements? (TRPA 3a)				X
5.4.12-7. Changes in absorption rates, drainage patterns, or the rate and amount of surface water runoff so that a 20 yr. 1 hr. storm runoff (approximately 1 inch per hour) cannot be contained on the site? (TRPA 3b)				X
5.4.12-8. Alterations to the course or flow of 100-year flood waters? (TRPA 3c)				X
5.4.12-9. Change in the amount of surface water in any water body? (TRPA 3d)				X
5.4.12-10. Discharge into surface waters, or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or turbidity? (TRPA 3e)				X
5.4.12-11. Alteration of the direction or rate of flow of ground water? (TRPA 3f)				X
5.4.12-12. Change in the quantity of groundwater, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations? (TRPA 3g)				X
5.4.12-13. Substantial reduction in the amount of water otherwise available for public water supplies? (TRPA 3h)				X
5.4.12-14. Exposure of people or property to water related hazards such as flooding and/or wave action from 100-year storm occurrence or seiches? (TRPA 3i)				X
5.4.12-15. The potential discharge of contaminants to the				X

groundwater or any alteration of groundwater quality? (TRPA 3j)				
5.4.12-16. Is the Project located within 600 feet of a drinking water source? (TRPA 3k)				**X**

5.4.12-1. Would the Project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality? (CEQA Xa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to hydrology and water quality and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.12-2. Would the Project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? (CEQA Xb)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-3. Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would (CEQA Xc):

5.4.12-3.i) Result in substantial erosion or siltation on- or off-site?

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-3.ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-3.iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-3.iv) Impede or redirect flood flows?

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-4. Would the Project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? (CEQA Xd)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-5. Would the Project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? (CEQA Xe)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-6. Will the Project result in changes in currents, or the course or direction of water movements? (TRPA 3a)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-7. Will the Project result in changes in absorption rates, drainage patterns, or the rate and amount of surface water runoff so that a 20 yr. 1 hr. storm runoff (approximately 1 inch per hour) cannot be contained on the site? (TRPA 3b)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-8. Will the Project result in alterations to the course or flow of 100-year floodwaters? (TRPA 3c)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-9. Will the Project result in change in the amount of surface water in any water body? (TRPA 3d)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-10. Will the Project result in discharge into surface waters, or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or turbidity? (TRPA 3e)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-11. Will the Project result in alteration of the direction or rate of flow of ground water? (TRPA 3f)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-12. Will the Project result in change in the quantity of groundwater, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations? (TRPA 3g)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-13. Will the Project result in substantial reduction in the amount of water otherwise available for public water supplies? (TRPA 3h)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-14. Will the Project result in exposure of people or property to water related hazards such as flooding and/or wave action from 100-year storm occurrence or seiches? (TRPA 3i)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-15. Will the Project result in potential discharge of contaminants to the groundwater or any alteration of groundwater quality? (TRPA 3j)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.12-16. Is the Project located within 600 feet of a drinking water source? (TRPA 3k)

See analysis for Question 5.4.12-l.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.13 Land Use and Planning

This section presents the analyses for potential impacts to land use and planning. Table 5-13 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-13: Land Use and Planning

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.13-1. Physically divide an established community? (CEQA XIa)				**X**
5.4.13-2. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? (CEQA XIb)				**X**
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.13-3. Include uses which are not listed as permissible uses in the applicable Plan Area Statement, adopted Community Plan, or Master Plan? (TRPA 8a)				**X**
5.4.13-4. Expand or intensify an existing non-conforming use? (TRPA 8b)				**X**

5.4.13-1. Would the Project physically divide an established community? (CEQA XIa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to land use and proposes no changes to applicable policies that would divide an established community. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.13-2. Would the Project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? (CEQA XIb)

The B/ATCP amendments would not alter or conflict with the policies in the TRPA Regional Plan or City General Plan that direct land use, nor would they amend land use policies in the adopted B/ATCP. However,

the amendments would result in changes to design standards including allowable building height and minimum roof pitch. The existing building height and roof pitch standards were included in the B/ATCP to protect scenic resources, including community design as viewed from US Highway 50. Refer to Section 5.4.3 for analysis of scenic quality impacts and the determination that the proposed amendments would not alter the B/ATCP's ability to protect scenic resources from future development within the 56-acre project area.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.13-3. Will the Project include uses which are not listed as permissible uses in the applicable Plan Area Statement, adopted Community Plan, or Master Plan? (TRPA 8a)

The B/ATCP amendments would not alter, revise, or conflict with permissible uses included in the B/ATCP. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.13-4. Will the Project expand or intensify an existing non-conforming use? (TRPA 8b)

See analysis for Question 5.4.13-l.

Environmental Analysis: *No Impact*.

Required Mitigation: **None.**

5.4.14 Mineral Resources (CEQA) and Natural Resources (TRPA)

This section presents the analyses for potential impacts to mineral resources and natural resources. Table 5-14 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-14: Mineral Resources and Natural Resources

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.14-1. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (CEQA XIIa)				X
5.4.14-2. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (CEQA XIIb)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.14-3. A substantial increase in the rate of use of any natural resources? (TRPA 9a)				X
5.4.14-4. Substantial depletion of any non-renewable natural resource? (TRPA 9b)				X

5.4.14-1. Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (CEQA XIIa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to mineral/natural resources. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.14-2. Would the Project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (CEQA XIIb)

See analysis for Question 5.4.14-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.14-3. Will the Project result in a substantial increase in the rate of use of any natural resources? (TRPA 9a)

See analysis for Question 5.4.14-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.14-4. Will the Project result in a substantial depletion of any non-renewable natural resource? (TRPA 9b)

See analysis for Question 5.4.14-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15 Noise

This section presents the analyses for potential impacts related to noise. Table 5-15 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-15: Noise

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.15-1. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or other applicable local, state, or federal standards? (CEQA XIIIa)				X
5.4.15-2. Generation of excessive groundborne vibration or groundborne noise levels? (CEQA XIIIb)				X
5.4.15-3. For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the project area to excessive noise levels? (CEQA XIIIc)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.15-4. Increases in existing Community Noise Equivalency Levels (CNEL) beyond those permitted in the applicable Plan Area Statement, Community Plan or Master Plan? (TRPA 6a)				X
5.4.15-5. Exposure of people to severe noise levels? (TRPA 6b)				X
5.4.15-6. Single event noise levels greater than those set forth in the TRPA Noise Environmental Threshold? (TRPA 6c)				X

TRPA Initial Environmental Checklist Item	Yes	No, With Mitigation	Data Insufficient	No
5.4.15-7. The placement of residential or tourist accommodation uses in areas where the existing CNEL exceeds 60 dBA or is otherwise incompatible? (TRPA 6d)				**X**
5.4.15-8. The placement of uses that would generate an incompatible noise level in close proximity to existing residential or tourist accommodation uses? (TRPA 6e)				**X**
5.4.15-9. Exposure of existing structures to levels of ground vibration that could result in structural damage? (TRPA 6f)				**X**

5.4.15-1. Would the Project generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or other applicable local, state, or federal standards? (CEQA XIIIa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to noise and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-2. Would the Project generate excessive groundborne vibration or groundborne noise levels? (CEQA XIIIb)

See analysis for Question 5.4.15-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-3. For a Project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the project area to excessive noise levels? (CEQA XIIIc)

The B/ATCP amendment area is not within the vicinity of a private airstrip or within two miles of a public airport or public use airport. The B/ATCP 56-acre amendment area is not located within Lake Tahoe Airport Safety Zones as depicted in the City's 2019 Airport Land Use Compatibility Plan (Figure 4-4). The amendments would only result in changes to building height and roof pitch and therefore does not expose people working in the project area to excessive noise levels from aircraft.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-4. Would the Project result in increases in existing Community Noise Equivalency Levels (CNEL) beyond those permitted in the applicable Plan Area Statement, Community Plan or Master Plan? (TRPA 6a)

See analysis for Question 5.4.15-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-5. Would the Project result in exposure of people to severe noise levels? (TRPA 6b)

See analysis for Question 5.4.15-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-6. Will the Project result in single event noise levels greater than those set forth in the TRPA Noise Environmental Threshold? (TRPA 6c)

See analysis for Question 5.4.15-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-7. Will the Project result in the placement of residential or tourist accommodation uses in areas where the existing CNEL exceeds 60 dBA or is otherwise incompatible? (TRPA 6d)

See analysis for Question 5.4.15-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-8. Will the Project result in the placement of uses that would generate an incompatible noise level in close proximity to existing residential or tourist accommodation uses? (TRPA 6e)

See analysis for Question 5.4.15-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.15-9. Will the Project expose existing structures to levels of ground vibration that could result in structural damage? (TRPA 6f)

See analysis for Question 5.4.15-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.16 Population and Housing

This section presents the analyses for potential impacts to population and housing. Table 5-16 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-16: Population and Housing

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.16-1. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (CEQA XIVa)				X
5.4.16-2. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? (CEQA XIVb)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.16-3. Alter the location, distribution, density, or growth rate of the human population planned for the Region? (TRPA 11a)				X
5.4.16-4. Include or result in the temporary or permanent displacement of residents? (TRPA 11b)				X

TRPA Initial Environmental Checklist Item	Yes	No, With Mitigation	Data Insufficient	No
5.4.16-5. Affect existing housing, or create a demand for additional housing? To determine if the proposal will affect existing housing or create a demand for additional housing, please answer the following questions: (1) Will the proposal decrease the amount of housing in the Tahoe Region? (2) Will the proposal decrease the amount of housing in the Tahoe Region historically or currently being rented at rates affordable by lower and very-low-income households? (TRPA 12a)				X
5.4.16-6. Will the proposal result in the loss of housing for lower-income and very-low-income households? (TRPA 12b)				X

5.4.16-1. Would the Project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (CEQA XIVa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to population and housing and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.16-2. Would the Project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? (CEQA XIVb)

See analysis for Question 5.4.16-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.16-3. Will the Project alter the location, distribution, density, or growth rate of the human population planned for the Region? (TRPA 11a)

See analysis for Question 5.4.16-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.16-4. Will the Project include or result in the temporary or permanent displacement of residents? (TRPA 11b)

See analysis for Question 5.4.16-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.16-5. Will the Project affect existing housing, or create a demand for additional housing?

(1) Will the proposal decrease the amount of housing in the Tahoe Region? (2) Will the proposal decrease the amount of housing in the Tahoe Region historically or currently being rented at rates affordable by lower and very-low-income households? (TRPA 12a)

See analysis for Question 5.4.16-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.16-6. Will the Project result in the loss of housing for lower-income and very-low-income households? (TRPA 12b)

See analysis for Question 5.4.16-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.17 Public Services

This section presents the analyses for potential impacts to public services. Table 5-17 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-17: Public Services

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.17-1. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?				X
Police protection?				X
Schools?				X
Parks?				X
Other public facilities? (CEQA XVa)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
Will the proposal have an unplanned effect upon, or result in a need for new or altered governmental services in any of the following areas?				
5.4.17-2. Fire protection? (TRPA 14a)				X
5.4.17-3. Police protection? (TRPA 14b)				X
5.4.17-4. Schools? (TRPA 14c)				X
5.4.17-5. Parks or other recreational facilities? (TRPA 14d)				X
5.4.17-6. Maintenance of public facilities, including roads? (TRPA 14e)				X
5.4.17-7. Other governmental services? (TRPA 14f)				X

5.4.17-1. Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire protection? Police protection? Schools? Parks? Other public facilities? (CEQA XVa)

The B/ATCP amendments would facilitate taller public or quasi-public building structures within the 56-acre project area. The proposed amendments would allow public or quasi-public structures of up to 42 feet within the 56-acre project area, an increase compared to the current regulations that limit height based on Table 37.4.1-1 and Section 37.5 (Additional Height for Certain Buildings) of the TRPA Code. The amendments would increase the maximum allowable building height using current regulations from 24 feet (building with a flat roof on a flat building site) to up to 42 feet. The City of South Lake Tahoe Fire Department's new ladder truck is capable of responding to fire incidents in new or redeveloped multi-story structures with the allowed additional height. Therefore, no impact is created with the change to allowable height.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.17-2. Will the Project have an unplanned effect upon, or result in a need for new or altered governmental services: fire protection? (TRPA 14a)

See analysis for Question 5.4.17-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.17-3. Will the Project have an unplanned effect upon, or result in a need for new or altered governmental services: police protection? (TRPA 14b)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to police protection and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.17-4. Will the Project have an unplanned effect upon, or result in a need for new or altered governmental services: schools? (TRPA 14c)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to schools and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.17-5. Will the Project have an unplanned effect upon, or result in a need for new or altered governmental services: parks or other recreational facilities? (TRPA 14d)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to parks and recreational facilities and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact*

Required Mitigation: **None.**

5.4.17-6. Will the Project have an unplanned effect upon, or result in a need for new or altered governmental services in maintenance of public facilities, including roads? (TRPA 14e)

See analysis for Question 5.4.17-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.17-7. Will the Project have an unplanned effect upon, or result in a need for new or altered governmental services in other governmental services? (TRPA 14f)

See analysis for Question 5.4.17-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.18 Recreation

This section presents the analyses for potential impacts to recreation. Table 5-18 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-18: Recreation

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.18-1. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (CEQA XVIa)				X
5.4.18-2. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (CEQA XVIa)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.18-3. Create additional demand for recreation facilities? (TRPA 19a)				X
5.4.18-4. Create additional recreation capacity? TRPA 19b)				X
5.4.18-5. Have the potential to create conflicts between recreation uses, either existing or proposed? (TRPA 19c)				X
5.4.18-6. Result in a decrease or loss of public access to any lake, waterway, or public lands? (TRPA 19d)				X

5.4.18-1. Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (CEQA XVIa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to recreation and proposes no changes to applicable policies. No changes would occur to the B/ATCP other

than modification of building height and roof pitch standards. The amendments are proposed to permit eventual development of public or quasi-public recreational facilities that would benefit the community.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.18-2. Would the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (CEQA XVIb)

See analysis for Question 5.4.18-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.18-3. Will the Project create additional demand for recreation facilities? (TRPA 19a)

See analysis for Question 5.4.18-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.18-4. Will the Project create additional recreation capacity? (TRPA 19b)

See analysis for Question 5.4.18-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.18-5. Will the Project have the potential to create conflicts between recreation uses, either existing or proposed? (TRPA 19c)

See analysis for Question 5.4.18-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.18-6. Will the Project result in a decrease or loss of public access to any lake, waterway, or public lands? (TRPA 19d)

See analysis for Question 5.4.18-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19 Transportation (CEQA) and Traffic and Circulation (TRPA)

This section presents the analyses for potential impacts to transportation, traffic and circulation. Table 5-19 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-19: Transportation, Traffic and Circulation

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.19-1. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities? (CEQA XVIIa)				X
5.4.19-2. Conflict with or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)? (CEQA XVIIb)				X
5.4.19-3. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (CEQA XVIIc)				X
5.4.19-4. Result in inadequate emergency access? (CEQA XVIId)				X
TRPA Initial Environmental Checklist Item	**Yes,**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.19-5. Generation of 100 or more new Daily Vehicle Trip Ends (DVTE)? (TRPA 13a)				X
5.4.19-6. Changes to existing parking facilities, or demand for new parking? (TRPA 13b)				X
5.4.19-7. Substantial impact upon existing transportation systems, including highway, transit, bicycle or pedestrian facilities? (TRPA 13c)				X
5.4.19-8. Alterations to present patterns of circulation or movement of people and/or goods? (TRPA 13d)				X
5.4.19-9. Alterations to waterborne, rail or air traffic? (TRPA 13e)				X

5.4.19-10. Increase in traffic hazards to motor vehicles, bicyclists, or pedestrians? (TRPA 13f)				**X**

5.4.19-1. Would the Project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities? (CEQA XVIIa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to transportation and circulation and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-2. Would the Project conflict with or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)? (CEQA XVIIb)

See analysis for Question 5.4.19-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-3. Would the Project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (CEQA XVIIc)

See analysis for Question 5.4.19-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-4. Would the Project result in inadequate emergency access? (CEQA XVIId)

See analysis for Question 5.4.19-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-5. Will the Project result in generation of 100 or more new Daily Vehicle Trip Ends (DVTE)? (TRPA 13a)

See analysis for Question 5.4.19-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-6. Will the Project result in changes to existing parking facilities, or demand for new parking? (TRPA 13b)

See analysis for Question 5.4.19-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-7. Will the Project result in substantial impact upon existing transportation systems, including highway, transit, bicycle or pedestrian facilities? (TRPA 13c)

See analysis for Question 5.4.19-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-8. Will the Project result in alterations to present patterns of circulation or movement of people and/or goods? (TRPA 13d)

See analysis for Question 5.4.19-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-9. Will the Project result in alterations to waterborne, rail or air traffic? (TRPA 13e)

See analysis for Question 5.4.19-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.19-10. Will the Project result in increase in traffic hazards to motor vehicles, bicyclists, or pedestrians? (TRPA 13f)

See analysis for Question 5.4.19-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.20 Tribal Cultural Resources (CEQA) and Archaeological/Historical (TRPA)

This section presents the analyses for potential impacts to tribal cultural, archaeological and historical resources, discussing the Project impacts on tribal cultural resources related to the disturbance of archaeological, historical, and Native American/traditional heritage resources. Table 5-20 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-20: Tribal Cultural Resources and Archaeological/Historical

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
Has a California Native American Tribe requested consultation in accordance with Public Resources Code section 21080.3.1(b)? Yes: X No:				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
5.4.20-1. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)? (CEQA XVIIIa)				**X**
5.4.20-2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. (CEQA XVIIIb)				**X**
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.20-3. Does the proposal have the potential to cause a physical change which would affect unique				**X**

ethnic cultural values? (TRPA 20d)				
5.4.20-4. Will the proposal restrict historic or pre-historic religious or sacred uses within the potential impact area? (TRPA 20e)				**X**

5.4.20-1. Would the Project cause a substantial adverse change in the significance of a tribal cultural resource listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)? (CEQA XVIIIa)?

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to cultural or historic resources and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.20-2. Would the Project cause a substantial adverse change in the significance of a tribal cultural resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? *In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.* (CEQA XVIIIb)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.20-3. Does the Project have the potential to cause a physical change which would affect unique ethnic cultural values? (TRPA 20d)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.20-4. Will the Project restrict historic or pre-historic religious or sacred uses within the potential impact area? (TRPA 20e)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21 Utilities and Service Systems (CEQA) and Utilities (TRPA)

This section presents the analysis for potential impacts to utilities and service systems. Table 5-21 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-21: Utilities and Service Systems

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.21-1. Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects? (CEQA XIXa)				X
5.4.21-2. Have sufficient water supplies available to serve the and reasonably foreseeable future development during normal, dry, and multiple dry years? (CEQA XIXb)				X
5.4.21-3. Result in a determination by the wastewater treatment provider that serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments? (CEQA XIXc)				X
5.4.21-4. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? (CEQA XIXd)				X
5.4.21-5. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? (CEQA XIXe)				X

TRPA Initial Environmental Checklist Item	Yes	No, With Mitigation	Data Insufficient	No
Except for planned improvements, will the proposal result in a need for new systems, or substantial alterations to the following utilities:				
5.4.21-6. Power or natural gas? (TRPA 16a)				**X**
5.4.21-7. Communication systems? (TRPA 16b)				**X**
5.4.21-8. Utilize additional water which amount will exceed the maximum permitted capacity of the service provider? (TRPA 16c)				**X**
5.4.21-9. Utilize additional sewage treatment capacity which amount will exceed the maximum permitted capacity of the sewage treatment provider? (TRPA 16d)				**X**
5.4.21-10. Storm water drainage? (TRPA 16e)				**X**
5.4.21-11. Solid waste and disposal? (TRPA 16f)				**X**

5.4.21-1. Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects? (CEQA XIXa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to public utilities and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-2. Would the Project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years? (CEQA XIXb)

See analysis for Question 5.4.21-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-3. Would the Project result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments? (CEQA XIXc)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-4. Would the Project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? (CEQA XIXd)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-5. Would the Project comply with federal, state, and local management and reduction statutes and regulations related to solid waste? (CEQA XIXe)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-6. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to power or natural gas? (TRPA 16a)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-7. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to communication systems? (TRPA 16b)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-8. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to utilize additional water which amount will exceed the maximum permitted capacity of the service provider? (TRPA 16c)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-9. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to utilize additional sewage treatment capacity which amount will exceed the maximum permitted capacity of the sewage treatment provider? (TRPA 16d)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-10. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to storm water drainage? (TRPA 16e)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.21-11. Except for planned improvements, will the Project result in a need for new systems, or substantial alterations to solid waste and disposal? (TRPA 16f)

See analysis for Question 5.4.20-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.22 Wildfire (CEQA)

This section presents the analysis for potential impacts related to wildfire. Table 5-23 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-23: Wildfire

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
Is the Project located in or near state responsibility areas or lands classified as high fire hazard severity zones? Yes: X No:				
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
5.4.22-1. Substantially impair an adopted emergency response plan or emergency evacuation plan? (CEQA XXa)				**X**
5.4.22-2. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? (CEQA XXb)				**X**
5.4.22-3. Require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? (CEQA XXc)				**X**
5.4.22-4. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? (CEQA XXd)				**X**

5.4.22-1. Would the Project substantially impair an adopted emergency response plan or emergency evacuation plan? (CEQA XXa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to wildfire protection and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.22-2. Due to slope, prevailing winds, and other factors, would the Project exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? (CEQA XXb)

See analysis for Question 5.4.22-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.22-3. Would the Project require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? (CEQA XXc)

See analysis for Question 5.4.22-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.22-4. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? (CEQA XXd)

See analysis for Question 5.4.22-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.23 Mandatory Findings of Significance

This section presents the analyses for mandatory findings of significance. Table 5-24 identifies the applicable impacts, anticipated level of impact, and whether mitigation measures are required to reduce impacts to a less than significant level.

Table 5-24: Mandatory Findings of Significance

CEQA Environmental Checklist Item	Potentially Significant Impact	Less Than Significant with Mitigation Measures	Less Than Significant Impact	No Impact
5.4.23-1. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened species, or eliminate important examples of the major periods of California history or prehistory? (CEQA XXIa)				X
5.4.23-2. Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (CEQA XXIb)				X
5.4.23-3. Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (CEQA XXIc)				X
TRPA Initial Environmental Checklist Item	**Yes**	**No, With Mitigation**	**Data Insufficient**	**No**
5.4.23-4. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish				X

population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California or Nevada history or prehistory? (TRPA 21a)				
5.4.23-5. Does the Project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time, while long-term impacts will endure well into the future.) (TRPA 21b)				**X**
5.4.23-6. Does the Project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environmental is significant?) (TRPA 21c)				**X**
5.4.23-7. Does the Project have environmental impacts which will cause substantial adverse effects on human being, either directly or indirectly? (TRPA 21d)				**X**

5.4.23-1. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened species, or eliminate important examples of the major periods of California history or prehistory? (CEQA XXIa)

The B/ATCP amendments would not alter, revise, conflict or obstruct the regulations pertaining to biological resources (aquatic, wildlife, or plant) and proposes no changes to applicable policies. No changes would occur to the B/ATCP other than modification of building height and roof pitch standards.

Environmental Analysis: *No Impact*.

Required Mitigation: **None**.

5.4.23-2. Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (CEQA XXIb)

The B/ATCP is a collection of both short- and long-term goals, policies, and measures designed to guide the development of the plan area and support the Region in attaining environmental thresholds and other important objectives. These goals, policies, and measures are inherently cumulative in nature as they are applied over a long-term basis, for the planning area as a whole, and in compliance with City and TRPA goals, policies, measures, and thresholds. The B/ATCP amendments do not propose new policies or alterations to existing policies that would be cumulatively considerable.

Cumulative projects contemplated in the RPU EIS (TRPA 2012a) include Environmental Enhancement, Land Management Plans, TTD/TMPO projects and programs, and other development projects. These projects and programs also apply to the B/ATCP, and therefore, the proposed 56-acre amendment area. The B/ATCP amendments do not propose specific projects for which cumulative impacts could be analyzed. The Regional Plan EIR cumulative impacts analysis applies to the amendment area regardless of the Community or Area Plan in which it is located.

Scenic Resources

As discussed in the analysis, the B/ATCP amendments would alter building height and roof pitch standards for public or quasi-public buildings within the 56-acre project area; however, the proposed changes would be highly limited and subject to TRPA's additional height findings to ensure the scenic threshold is maintained, if not improved. The existing B/ATCP scenic protections would not be altered, and all permitted projects would still be required to meet the TRPA scenic threshold non-degradation standard. Therefore, the B/ATCP amendments would not contribute to an adverse cumulative effect on scenic resources.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.23-3. Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (CEQA XIXc)

As described above, projects permitted under the B/ATCP amendments would require project-level environmental review and would be required to comply with applicable TRPA, federal, state, and City regulations, including protections for human health and safety. The amendments only address building height and roof pitch and the potential for new impacts to humans is low. Therefore, implementation of the amendments would not create a substantial direct or indirect adverse effect on human beings.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.23-4. Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California or Nevada history or prehistory? (TRPA 21a)

See analysis for Question 5.4.23-1.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.23-5. Does the Project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (TRPA 21b)

The B/ATCP implements the TRPA Regional Plan's policies, ordinances, and land use controls designed specifically to achieve long-term environmental goals, and the City's policies, ordinances, and land use controls which are also designed to achieve long-term goals and guide City development over a period of decades. The B/ATCP amendments would not alter this long-term goal, nor does it propose changes to land use or design that would be substantially different from what is currently allowed or that achieve a short-term goal at the expense of long-range planning for the area. While short-term impacts could occur during redevelopment activities, redevelopment projects have the potential to achieve long-term goals. Since the proposed amendment area is currently developed with recreational land uses, new permanent alterations to previously undeveloped land would not occur, and redevelopment projects are anticipated to support environmental, social, and economic improvements.

Environmental Analysis: *No Impact.*

Required Mitigation: **None**.

5.4.23-6. Does the Project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environmental is significant?) (TRPA 21c)

See analysis for Question 5.4.23-2.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.4.23-7. Does the Project have environmental impacts which will cause substantial adverse effects on human being, either directly or indirectly? (TRPA 21d)

See analysis for Question 5.4.23-3.

Environmental Analysis: *No Impact.*

Required Mitigation: **None.**

5.5 REFERENCES

Alquist-Priolo Earthquake Fault Zoning Act. 1972. (California PRC Division 2. Geology, Mine and Mining Chapter 7.5 Earthquake Fault Zoning)

Ascent. 2013. *TRPA Regional Plan Update Final Environmental Impact Statement*. October 24, 2013. Stateline, Nevada.

Bailey, R.G. 1974. *Land Capability Classification of the Lake Tahoe Basin, California - Nevada*. U.S. Forest Service, Department of Agriculture in cooperation with the Tahoe Regional Planning Agency, 32 pages.

Bryant W.A., Hart E.W. 2007. *Fault-Rupture Hazard Zone in California: Alquist-Priolo Earthquake Fault Zoning Act With Index to Earthquake Fault Zone Maps*. Sacramento, California.

Drennan, Jim. 2020. Personal Communication with Fire Chief Jim Drennan, South Lake Tahoe Fire Rescue. March 25, 2020.

Nevada Division of Environmental Protection. 2013. Solid Waste Disposal Site Permit – Lockwood Regional Landfill, Permit #SW214R03. https://ndep.nv.gov/uploads/land-waste-solid-permit-docs/lockwood-permit-rev03.pdf.

TRPA. *See* Tahoe Regional Planning Agency

Tahoe Regional Planning Agency. 1993. *Lake Tahoe Scenic Resources Evaluation*. Stateline, Nevada.

_____ . 1995 (October). *Bijou/Al Tahoe Community Plan*. Stateline, Nevada

_____ . 2012a (April 25). *Regional Plan Update, Draft EIS*. Stateline, Nevada.

_____ . 2012b (October 24). *Regional Plan Update Final EIS*. Stateline, Nevada.

_____ . 2012c (December 12). *Code of Ordinances*. Stateline, Nevada.

_____ . 2012d (December 12) *Regional Plan*. Stateline, Nevada.

_____ . 2012e (April). 2011 *Threshold Evaluation, Draft*. Stateline, Nevada.

_____ . 2012f (October 24). Staff Summary to the TRPA/TMPO Governing Board and Advisory Planning Commission. Exhibit of Existing Development Statistics and Maps. Stateline, Nevada.

United States Department of Agriculture, Natural Resources Conservation Service. 2007. *Soil survey of the Tahoe Basin Area, California and Nevada.* Accessible online at: http://soils.usda.gov/survey/printed_surveys/. Site accessed August, 2018.

ATTACHMENT A

Response to Comments

Commenter	Comment	Response to Comments
Edwin Bustillos (see Comment #1)	The commenter objected to the B/ATCP IS/ND conclusions. The commenter stated that amendment would result in a flat-roof industrial building next to a federally sanctioned highway and review under the state and National Historic Preservation Acts is required due to the Pony Express Trail. The commenter further stated that the city was segmenting the CEQA analysis because the impacts of the proposed facility were not analyzed in the EIS.	Comment noted: As stated in the IS/ND under aesthetics (5.4.3-2, page 29), US 50 is not an officially designated state scenic highway in the project area, though it is listed as an eligible route. The proposed amendment would result in the development of a project located next to US 50; however, it will be located south of US 50 and setback from the highway 140 feet and will not impact Lake Tahoe's views. Per the Pony Express EA submitted by the commenter, there are few historic remains of the actual Pony Express Trail because the solitary rides left little physical trace of their passage. Also, the trail alignment often changed from week to week so a precise location has not been mapped in the Lake Tahoe Basin. It is true that numerous historic sites are associated with the trail, including within the Lake Tahoe Basin. However, none of these mapped historical sites (i.e., Friday Station, Pony Express Rider statue, and the Lincoln Highway/Lake Tahoe) are located in the project area. The city has not segmented the environmental analysis. The IS/ND was prepared to analyze the impacts of the proposed Community Plan amendment to allow additional height and lower roof pitches for public and quasi-public facilities in the 56-acre project area – no amendment to the list of allowed land uses is proposed. The analysis concluded that implementing the design standards of the Bijou/Al Tahoe

		Community Plan, the City Code, and the TRPA Code for any future project would not have a significant effect on the environment. Nevertheless, pursuant to the CEQA guidelines, project-level analysis would be required for any future project within the amendment area.
Granville Fortescue (see Comment #2)	The commenter objects to the proposed B/ATCP amendments due to impacts to the scenic shoreline and states there are better locations for the recreation center or buildings.	Comment noted: As stated in the IS/ND under aesthetics (5.4.3, pages 24-33), the proposed amendments would either have a less than significant impact or no impact provided that future project's implement the design standards of the Bijou/Al Tahoe Community Plan and the requirements of the City and TRPA Codes. Any future project would be required to implement the design standards of the B/ATCP, and be in compliance with TRPA and City requirements to ensure no significant impact to scenic vistas would occur as these standards offset the potential impacts of additional height. The TRPA and City requirements include preserving the maximum number of trees, shrubs, boulders and other natural amenities on site. Standards also require architectural treatments that limit box forms and create variations in elevations and facades to blend with the natural landscape. The standards also require the use of earthtone colors and the use of natural and natural-appearing materials. Moreover, due to the existing major conifers located within the 56-acres project area south of US 50, any proposed project would not be allowed to extend above the forest canopy,

		reducing the visibility of future structures from Lake Tahoe viewpoints. Therefore, implementation of these design measures along with making TRPA findings for additional height for future projects within the amendment area would not result in a significant impact on scenic vistas, scenic quality, or community character when viewed from major arterials, scenic turnouts, public recreation areas, or the water of Lake Tahoe. The city conducted a robust master planning process that identified the northern portion of 56-acres project area as suitable for development. As stated above, no significant impacts were identified, if standards of the B/ATCP, City Code and TRPA Code are implemented. Moreover, a project-level analysis would be required for any future project within the amendment area.
Paul Thorpe (see Comment #3)	The commenter objects to the proposed B/ATCP amendments. However, the commenter did not raise any environmental issues with the proposed amendment.	Comment noted. This comment does not address environmental issues and does not require a response under 14 Cal. Code Regs. section 15204(a).
Richard Smothers (see Comment #4)	Commenter objects to the proposed B/ATCP amendments IS/ND. However, the commenter did not raise any environmental issues with the proposed amendment. The commenter states that Director of Development Services, Hilary Roverud, had a conflict of interest.	Comment noted. This comment does not address environmental issues and does not require a response under 14 Cal. Code Regs. section 15204(a). The City notes for the record that Development Services Director Hilary Roverud received formal advice from the Fair Political Practices Commission and has not

		participated in governmental decisions on this project.
Saundra Edwards (see Comment #5)	Commenter objects to the proposed B/ATCP amendments IS/ND and states that it is deficient and does not consider impacts to the Pony Express Trail, the Lincoln Highway, the TRPA designated scenic corridor, or the California State Scenic Highway. The commenter states that Director of Development Services Hilary Roverud, and Councilmember Middlebrook, have a conflict of interest.	Comment noted: Please see response to comment number 1 regarding potential impacts to historic resources. As stated in the IS/ND under aesthetics (5.4.3-2, page 29), US 50 is not an officially designated state scenic highway in the project area, though it is listed as an eligible route. The IS/ND did consider the impacts on TRPA scenic corridor (5. 4.3-5, page 30) and concluded that the proposed amendment would have less than significant impact on the environment. The comments alleging conflicts of interest do not address environmental issues and do not require a response under 14 Cal. Code Regs. section 15204(a). The City notes for the record that Development Services Director Hilary Roverud received formal advice from the Fair Political Practices Commission and has not participated in governmental decisions on this project. Additionally, Councilmember Middlebrook confirmed with the Fair Political Practices Commission that his income from the Tahoe Regional Planning Agency does not create a financial conflict of interest under the Political Reform Act, Government Code section 82030.
TRPA (see Comment #6)	TRPA staff provided comments and suggested editorial changes for ease of readability and clarity and requested	The B/ATCP IS/ND was edited to incorporate TRPA suggested edits. Analysis in the aesthetics section (5.4.3-1, pages 25-29) was

	additional analysis for impacts on scenic vistas.	expanded to include additional analysis on the proposed amendments' potential impact on existing scenic vistas. Though additional analysis for scenic vistas was provided based on the TRPA comments, conclusions of the B/ATCP Draft IS/ND were not changed.

ATTACHMENT B

Comments Received

Please note: The attachments to emails have not been printed. If you would like an emailed copy of these attachments, please contact Susan Blankenship, City Clerk (530) 542-6005 or sblankenship@cityofslt.us

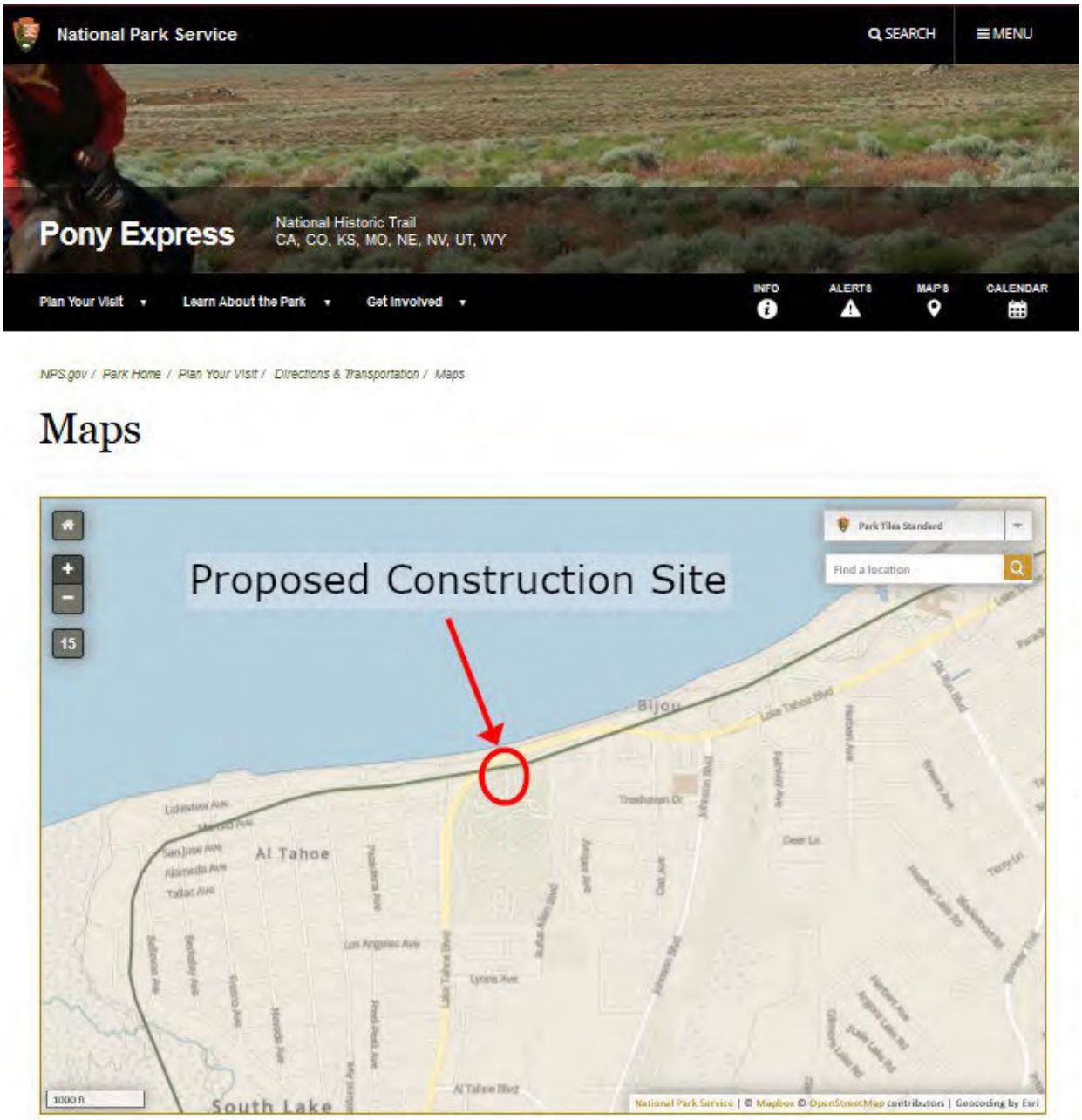
COMMENT #1

Edwin Bustillos

From:	Edwin Bustillos
To:	John Hitchcock
Cc:	California Attorney General; aaron_mahr@nps.gov
Subject:	Bijou/Al Tahoe Community Plan Amendment
Date:	Friday, November 19, 2021 4:01:09 PM
Attachments:	Pony Express.pdf Pony Express_EA.pdf

Dear Mr. Hitchcock,

I oppose the City of South Lake Tahoe's conclusory CEQA/NEPA negative declaration to the "Bijou/Al Tahoe Community Plan Amendment" which is a thinly-veiled piecemeal-review of the larger 56-Acres Development Plan. This amendment would not have been proposed "but for" the planned construction of a flat-roofed "industrial building" next to a federally sanctioned (23 U.S.C. § 162(b)(1)(iv)) state scenic highway (S&H Code § 263.4) on an otherwise undeveloped bluff with spectacular and irreplaceable views of Lake Tahoe and famous historical significance requiring review under the state and National Historic Preservation Acts (54 U.S.C. §§ 300101-320303; PRC §§ 5020 *et seq.*):



Point of CEQA/NEPA's "connected actions doctrine" is to prevent government from segmenting its own actions into separate projects and thereby failing to address true scope and impact of activities that should be under consideration. An agency impermissibly segments CEQA/NEPA review when it divides connected, cumulative, or similar actions into separate projects and thereby fails to address the true scope and impact of the activities that should be under consideration. Doctrine of segmentation prevents agencies from dividing one project into multiple individual actions each of which individually has an insignificant environmental impact but which collectively have a substantial impact. Simple, conclusory statements of no impact are not enough to fulfill an agency's duty under CEQA/NEPA (*C.f., Delaware Riverkeeper Network v. F.E.R.C.*, 753 F.3d 1304, 1313 (2014). *See also, Fund For Animals v. Hall*, 448

F.Supp.2d 127 (2006); *Indian Lookout Alliance v. Volpe*, 484 F.2d 11 (1973)). "When actions will have cumulative or synergistic environmental impact upon a region and are pending concurrently before an agency, their environmental consequences must be considered together under National Environmental Policy Act" (NEPA) (quoting *Hammond v. Norton*, 370 F.Supp.2d 226 at 245 (2005)). An agency's CEQA decision is improper if the agency has relied on factors which the Legislature or Congress has not intended it to consider, entirely failed to consider an important aspect of the problem, offered an explanation for its decision that runs counter to the evidence before the agency, or is so implausible that it could not be ascribed to a difference in view or the product of agency expertise.

Please add this letter and the attached Pony Express NEPA documentation to the record of this matter.

Respectfully Submitted,

Edwin Bustillos

COMMENT #2

Granville Fortescue

From:	Granville Fortescue
To:	John Hitchcock
Cc:	Jmarchetta
Subject:	CEQA Comment: Bijou/Al Tahoe Community Plan Amendment
Date:	Friday, November 19, 2021 2:13:18 PM
Attachments:	SHC § 262.1.pdf SHC § 263.1.pdf SHC § 263.4.pdf Scenic_Res_82_Roadways_El Dorado.pdf Scenic_Res_82_Shoreline_El Dorado Beach.pdf Scenic_Recreation_Areas_36-37.pdf Scenic Maps.pdf SCENIC-CORRIDORS.pdf Visual Impact on Scenic Resources.pdf Environmental Zone.pdf Constructing a 112-foot cell tower in a residential area is no minor project.pdf EO-13057.pdf PRC § 21084.pdf SouthLakeTahoe City Code -- 6.10.190 -- Scenic highway corridors.pdf SouthLakeTahoe City Code -- Chapter 6 -- Trees.pdf SouthLakeTahoe City Code -- Chapter 6 -- National Treasure.pdf

Dear Officials;

I oppose the proposed amendment to the Bijou/Al Tahoe Community Plan, and your negative CEQA declaration. The changes are to allow the extremely controversial construction of an ugly facility on our scenic shoreline. The precise purpose of the existing zoning was to preclude the sitting of such types of facilities in this location which has invaluable and irreplaceable spectacular visual quality; there are better alternative locations for a recreation center or buildings with aberrant "barn pitch" ugly roofing. Please add this letter with all of its relevant attachments to the record.

Please don't allow anymore thoughtless development of our Scenic Corridors!



The success of prior preservation efforts to set aside these lands and scenic corridors from development is precisely the reason we are even able to have this discussion! This land has been saved on purpose and it is not yours to ruin! A line has been drawn in the sand; if we keep moving it, then we have decided to be on a *bona fide* slippery slope to the very nightmare a prior generation hoped to prevent. There is no good reason to put an ugly, noisy, bright indoor recreation center on the precious rim of Lake Tahoe, just as there is no good reason to spoil the scenic return drive from *Heavenly Valley Ski Resort* *Scenic Recreation Area* with a hideous 12-story Macro Cell Tower, a cyclone fence, and an industrial shack. This is America's **outdoor playground**. Don't ruin it. **DON'T DO IT!**

Thanks for considering,

Granville R. Fortescue

COMMENT #3

Paul Thorpe

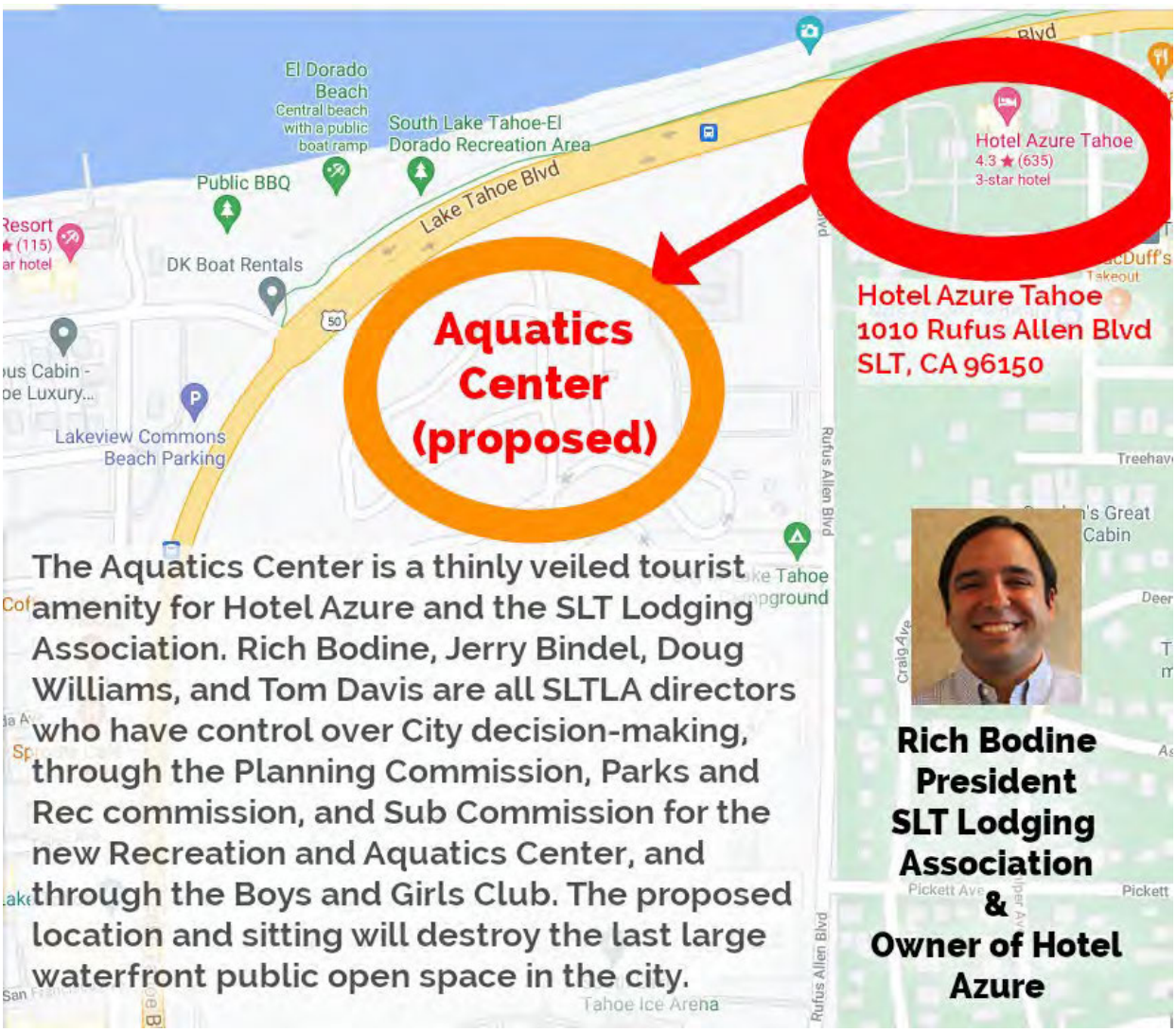
From:	Paul Thorpe
To:	John Hitchcock
Cc:	CEQA@doj.ca.gov
Subject:	CEQA Negative Declaration: Bijou/Al Tahoe Community Plan Amendment (OPPOSE)
Date:	Friday, November 19, 2021 2:23:46 PM
Attachments:	South-Lake-Tahoe-Lodging-Association-May-13-2021_Minutes_Jerry Bindel.pdf LTVA_Lodging.pdf SLTLA Ratfck.pdf Rich Bodine Elimainates SLT affordable housing.pdf Res 2020-074 Bijou Park Creek Restoration Project.pdf RES 2018-047 Grant Augmentation-CTA 17014L.pdf RES 2018-014 Grant-California Tahoe Conservancy-Woodbine Residential Property Acquisition.pdf RES 2017-016 Bijou Park Creek Watershed Restoration Project Area.pdf Whole Foods Scandal.pdf 025-206-006-100_ELDCO Recorder.pdf 025-206-006-100_HPI.pdf CIV § 1213.pdf CIV § 2934.pdf GOV § 27233.pdf GOV § 27297.7.pdf GOV § 81002.pdf GOV § 81008.pdf GOV § 87206.pdf GOV § 91000.pdf

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To whom it may concern regarding CEQA Negative Declaration: Bijou/Al Tahoe Community Plan Amendment:

PLEASE ADD THIS OPPOSITION TO "NEGATIVE CEQA DECLARATION" TO THE RECORD.

Don't let the South Lake Tahoe Lodging Association—a historically criminal enterprise—destroy the irreplaceable lake view campground above El Dorado Beach. The location and sitting of the recreation center is not about the public good, it is about a bunch of unscrupulous business owners fooling the public into destroying their own outdoor commons to advance an indoor tourism amenity.



Read the attachments. We just fired filthy dishonest Timeshare Proponent Tom Davis from our City Council after his unconscionable raping and pillaging of the City treasury on behalf of the lodging industry which literally left our streets crumbling—*just as Nero fiddled while Rome burned*. Now this snake is slithering back-in to help himself and his cronies to the public spoils, using the Boys and Girls Club as a thinly veiled political shield to unnecessarily decimate the scenic corridor. The SLT Lodging Association has openly discussed how tourism "aquatics centers" can't make money, so they want us to build their indoor waterpark for them! This is corporate socialism: getting the public to pay for entertainment venues, so that private hucksters can make lucrative profits.

We need to restore our open spaces to their natural state, not destroy them!

Paul Thrope

COMMENT #4

Richard Smothers

From: Richard Smothers
To: John Hitchcock
Cc: CEQA@doj.ca.gov
Subject: CEQA/NEPA Public Comment for Bijou/Al Tahoe Community Plan Amendment
Date: Friday, November 19, 2021 2:47:44 PM
Attachments: Roverud—FPPC Disclosure.pdf
025-372-004-100_ELDCO Recorder.pdf
025-372-004-100_HPI.pdf
Roverud—Friedrich—56-Acres Map.pdf
FPPC_56 Acres.pdf
Tahoe Coliseum.pdf
CIV § 1213.pdf
CIV § 2934.pdf
GOV § 81008.pdf
RTC § 602.pdf
RTC § 1602.pdf
BPC § 5657.pdf
CA CONS. ART. I SEC. 2.pdf
CA CONS. ART. I SEC. 3.pdf
56-Acres—Council_Property COI.pdf

Dear City of South Lake Tahoe Officials,

I oppose the "negative declaration" for the "Bijou/Al Tahoe Community Plan Amendment" which is the result of profligate corruption within the City and its Planning Department. Please add this correspondence to the city, state record, and federal record (TRPA).

It's time to have an honest conversation about the **Director** of **Development** Services, Hilary Roverud. First, in her capacity as a "*chief administrative officer or other public official who manages public investments*" she committed a crime by failing to disclose her interest in real property at [redacted] as required under the Political Reform Act (G.C. §§ 81001(b), 81002(c), 81008, 87100, 87105, 87200, 87203, 87206, & 91000) (*i e* , Form 700—Schedule B; 2 CCR § 18115).

Assessor Parcel Number [redacted]

2015-0015456 • • GRANT DEED

Recording Date	Grantor (4)	Grantee (2)
04/16/2015 01:41 PM	**HODGES HILARY K** **ROVERUD ERIC A** **ROVERUD ERIC** **ROVERUD HILARY**	**ROVERUD ERIC** **ROVERUD HILARY**

There is also a conflict of interest which is egregious from the scant information she does provide in her mandatory disclosure that her husband Eric works locally as a landscape architect for "Design Workshop"...

SCHEDULE C
Income, Loans, & Business Positions
(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
Name

1. INCOME RECEIVED
NAME OF SOURCE OF INCOME
Design Workshop
ADDRESS (*Business Address Acceptable*)
128 Market St. Suite 3e, Stateline, NV 89449
BUSINESS ACTIVITY, IF ANY, OF SOURCE
YOUR BUSINESS POSITION
employee
GROSS INCOME RECEIVED
☐ No Income - Business Position Only
☐ $500 - $1,000
☐ $1,001 - $10,000
☑ $10,001 - $100,000
☐ OVER $100,000
CONSIDERATION FOR WHICH INCOME WAS RECEIVED
☐ Salary
☑ Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)
☐ Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)
☐ Sale of _____ (*Real property, car, boat, etc.*)
☐ Loan repayment
☐ Commission or ☐ Rental Income, *list each source of $10,000 or more*
_____ (*Describe*)
☐ Other _____ (*Describe*)

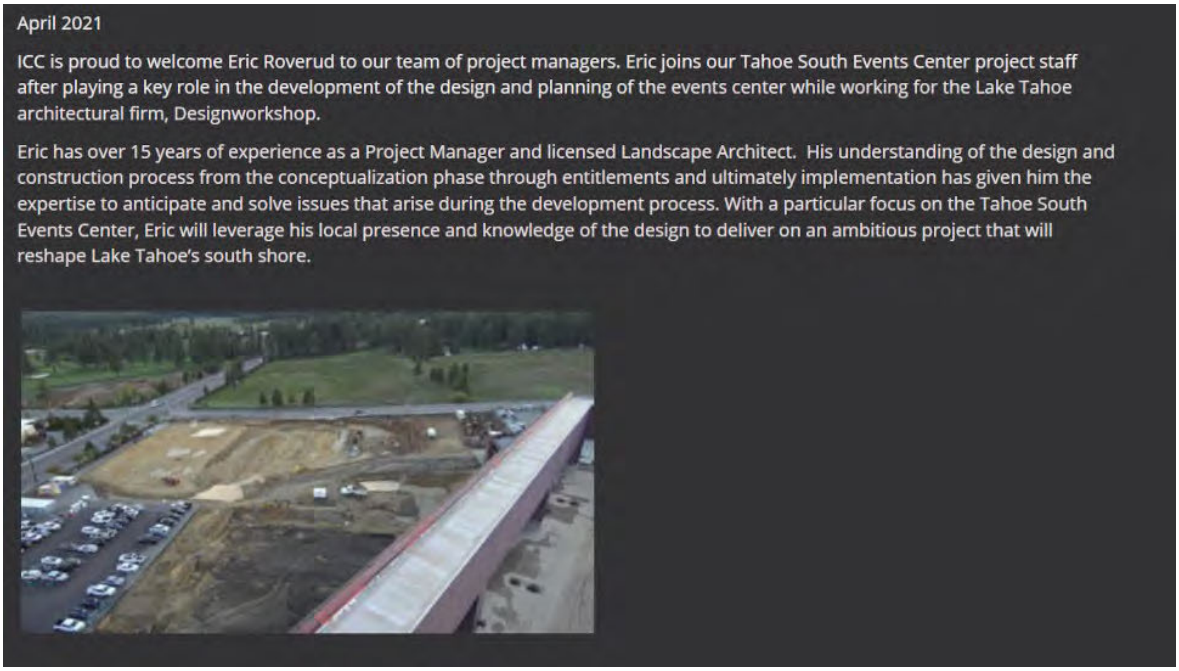
1. INCOME RECEIVED
NAME OF SOURCE OF INCOME
ADDRESS (*Business Address Acceptable*)
BUSINESS ACTIVITY, IF ANY, OF SOURCE
YOUR BUSINESS POSITION
GROSS INCOME RECEIVED
☐ No Income - Business Position Only
☐ $500 - $1,000
☐ $1,001 - $10,000
☐ $10,001 - $100,000
☐ OVER $100,000
CONSIDERATION FOR WHICH INCOME WAS RECEIVED
☐ Salary
☐ Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)
☐ Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)
☐ Sale of _____ (*Real property, car, boat, etc.*)
☐ Loan repayment
☐ Commission or ☐ Rental Income, *list each source of $10,000 or more*
_____ (*Describe*)
☐ Other _____ (*Describe*)

which is a huge problem because they're double-dipping by writing and implementing the 56-Acres master plan!!!:



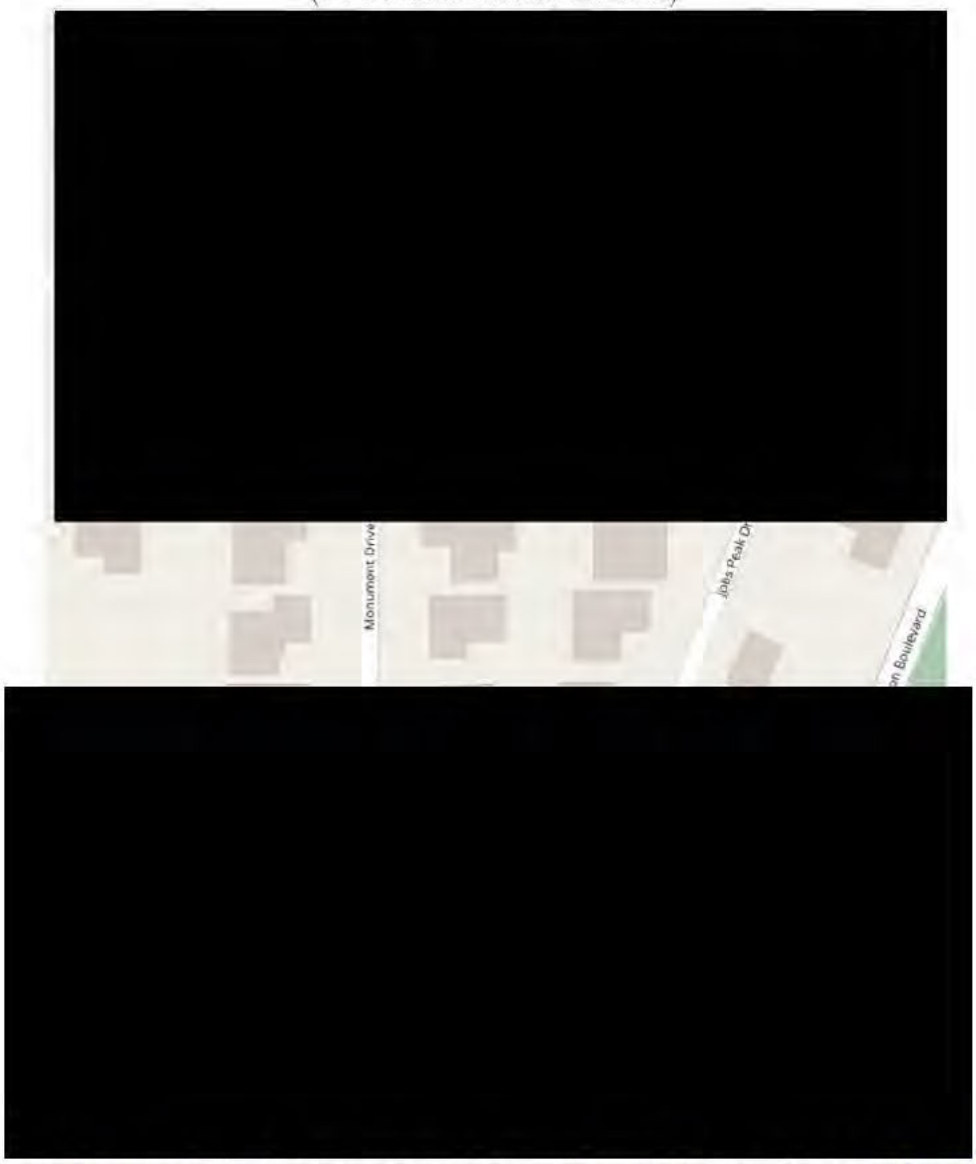
There are thousands of non-conflicting architecture and planning firms nationwide that could have done the same work for the City, other than the very firm of which Eric was a partner. Not only should she have recused herself from 56-Acres involvement, but the Manager should have never allowed any sort of contract between the City and her husband's firm which is illicit self-dealing (G.C. § 1090).

Hilary Roverud also failed to disclose that her husband Eric is working on the **massive underground coliseum** at Stateline, which goes by the euphemism "Events Center" and is not in any way an orchestra & chamber music hall as the LTVA publicly promised. Roverud should have recused herself of any involvement in Stateline redevelopment—such as staff recommendations for the February loop road vote—as she is materially invested in helping that outcome as well.

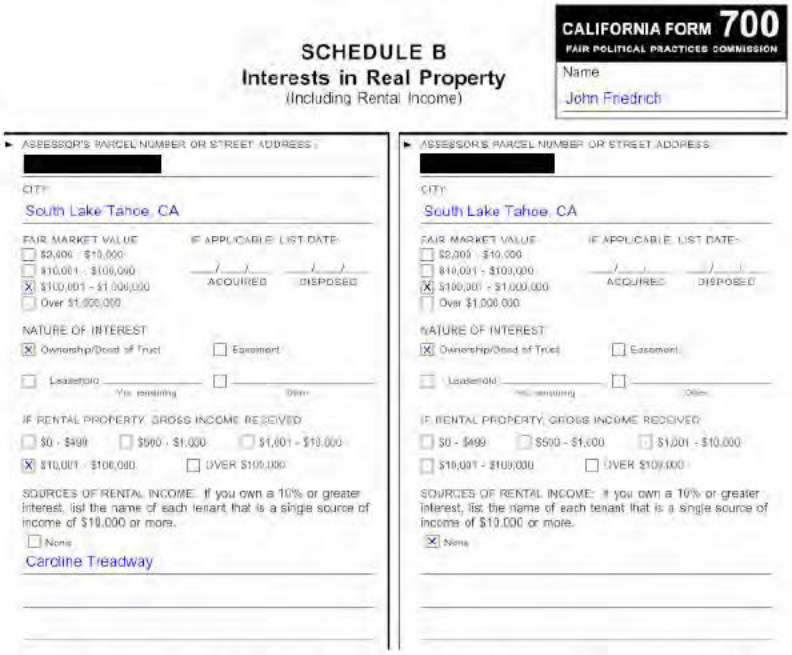


One last disqualifying reason that she should not have ever participated in 56-Acres development is that she shares the same material financial conflict of interest issue with John Friedrich:

If John Friedrich must recuse himself on 56-Acres due to material conflict of interest, then so should Hilary Roverud. (FPPC File No. A-21-059)



The City Manager's blatant condoning of this crisis is a real dick move. Roverud's house is a block away from the disqualifying one Friedrich disclosed at [redacted] —right column:



SCHEDULE B
Interests in Real Property
(Including Rental Income)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION
Name
John Friedrich

► ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS
[redacted]
CITY
South Lake Tahoe, CA

FAIR MARKET VALUE
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☒ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/__ ACQUIRED
__/__/__ DISPOSED

NATURE OF INTEREST
☒ Ownership/Deed of Trust ☐ Easement
☐ Leasehold _____ Yrs. remaining ☐ _____ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
☐ $0 - $499 ☐ $500 - $1,000 ☐ $1,001 - $10,000
☒ $10,001 - $100,000 ☐ OVER $100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of $10,000 or more.
☐ None
Caroline Treadway

► ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS
[redacted]
CITY
South Lake Tahoe, CA

FAIR MARKET VALUE
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☒ $100,001 - $1,000,000
☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/__ ACQUIRED
__/__/__ DISPOSED

NATURE OF INTEREST
☒ Ownership/Deed of Trust ☐ Easement
☐ Leasehold _____ Yrs. remaining ☐ _____ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
☐ $0 - $499 ☐ $500 - $1,000 ☐ $1,001 - $10,000
☐ $10,001 - $100,000 ☐ OVER $100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of $10,000 or more.
☒ None

It is no wonder that the Developmental Services department has allowed rampant corruption with Planning Commissioners Palacio and Madson and more recently with Hitch**COCK**. Christy Creegan will have to recuse herself as well on account of her material interest in the "Co-work Tahoe" property. City officials actually know or ought to know better. There is no excuse for public corruption and there must be zero tolerance. Doing only marginally better than the term prior is not acceptable. These are crimes.

Yours,

Dick Smothers

If you are to engage in censorship, let there be no doubt in the courts that you have constructive knowledge of the wrong and that your shenanigans are nothing more than maleficent behavior done with malice:

Purpose of the federal and State constitutional protections of free speech is to abolish government censorship and to constitutionalize society's substantial interest in protecting the right to comment on issues of public concern (*Smith v. Novato Unified School Dist.*, 150 Cal.App.4th 1439 (2007), as modified, review denied, *certiorari* denied, 552 U.S. 1184 (2009), on subsequent appeal).

Speech by citizens on matters of public concern lies at the heart of the First Amendment, which was fashioned to assure unfettered interchange of ideas for the bringing about of political and social changes desired by the people (*Lane v. Franks*, 573 U.S. 228 (2014), on remand 768 F.3d 1357).

The main purpose of the provisions of this section, guaranteeing free speech, is to prevent previous restraint on, or the stifling of efforts pointing toward, enlightenment of individuals on or concerning their rights and beliefs and duties of their rulers (*In re Porterfield*, 28 Cal.2d 91 (1946)).

The First Amendment generally prevents government from proscribing speech because of disapproval of the ideas expressed (*Walker v. Kiousis*, 93 Cal.App.4th 1432 (2001)).

If there is a bedrock principle underlying the First Amendment, it is that the government may not prohibit the expression of an idea simply because society finds the idea itself offensive or disagreeable (*Acosta v. City of Costa Mesa*, 718 F.3d 800 (9th Cir. 2013)).

A restriction on speech is "content-based," and therefore subject to strict scrutiny, if it suppresses expression out of concern for its likely communicative impact (*Taking Offense v. State*, 66 Cal.App.5th 696 (2021)).

Content-based regulations of speech are presumptively unconstitutional (*Glendale Associates, Ltd. v. N.L.R.B.*, 347 F.3d 1145 (9th Cir. 2003)).

The rationale governing the proscription against content discrimination against speech is to prevent the government from driving certain ideas or viewpoints from the marketplace (*Loshonkohl v. Kinder*, 109 Cal.App.4th 510 (2003), rehearing denied, review denied, *certiorari* denied, 541 U.S. 938 (2004)).

In the Ninth Circuit, for First Amendment purposes, whether a statute is content neutral or content based is something that can be determined on the face of it; if the statute describes speech by content, then it is content based (*Retail Digital Network, LLC v. Appelsmith*, 945 F.Supp.2d 1119 (9th Cir. 2013), reversed and remanded 810 F.3d 638, rehearing *en banc* granted 842 F.3d 1092, on rehearing *en banc* 861 F.3d 839).

A restriction on speech that is content-based on its face is subject to strict scrutiny regardless of the government's benign motive, content-neutral justification, or lack of animus toward the ideas contained in the regulated speech; an innocuous justification cannot transform a facially content-based law into one that is content neutral (*Taking Offense v. State,* 66 Cal.App.5th 696 (2021)).

Under California law, city ordinance making it a misdemeanor for members of the public who speak at city council meetings to engage in disorderly, insolent, or disruptive behavior allowed the city to prohibit non-disruptive speech that was subjectively "impertinent," "insolent," or essentially offensive, and therefore the ordinance was facially overbroad in violation of the First Amendment; only the words "disorderly" and "disruptive" were qualifiers that referred to actual disruption of the city proceedings, and the third qualifier merely prohibited "insolent" behavior, and that type of expressive activity could, and often likely would, fall well below the level of behavior that actually disturbed or impeded a city council meeting (*Acosta v. City of Costa Mesa,* 718 F.3d 800 (9th Cir. 2013)).

Government may regulate time, place and manner of speech, but time, place and manner regulations may not be based upon either content or subject matter of speech; thus, when time, place and manner regulation is found to be facially content-based, government has burden of proving restriction is justified without reference to content of regulated speech (*City of Fresno v. Press Communications, Inc.,* 31 Cal.App.4th 32 (1994)).

In order for a content-based restriction on speech to satisfy the "least restrictive alternative" requirement of strict scrutiny, the law (1) must advance the government interest, (2) must not be overinclusive, meaning the law may not restrict speech that does not implicate the government interest, and (3) may not be underinclusive, meaning it fails to restrict a significant amount of speech harming the government interest to the same degree as the restrictive speech (*Taking Offense v. State*, 66 Cal.App.5th 696 (2021)).

Underinclusivity in regulating speech creates a First Amendment concern when the State regulates one aspect of a problem while declining to regulate a different aspect of the problem that affects its stated interest in a comparable way (*Williams-Yulee v. Florida Bar*, 575 U.S. 433 (2017)).

In the First Amendment context, a law may be facially invalid as "overbroad" if a substantial number of its applications are unconstitutional, judged in relation to the statute's plainly legitimate sweep (*Lone Star Sec. & Video, Inc. v. City of Los Angeles,* 989 F.Supp.2d 981 (C.D. Cal. 2013), affirmed 827 F.3d 1192.

Because of the potential chilling effect on the protected activities of others, overbreadth analysis is an exception to the general rule that an individual is not permitted to litigate the rights of third parties; an individual may therefore assert this claim without showing that his or her activities are protected by the First Amendment (*Gatto v. County of Sonoma*, 98 Cal.App.4th 744 (2002)).

As guarantee of ability of the people to make their wishes known to their representatives, petition clause overlaps broad area also protected by right of freedom of speech, and includes acts designed to influence public opinion concerning issue before legislative or administrative body (*Zhao v. Wong*, 48 Cal.App.4th 1114 (1996), review denied).

Because Roverud's house at "[redacted]" is a block away from Friedrich's disqualifying one at "[redacted]" she must recuse herself from influencing the development of "56-Acres ; all city residents have a free speech and grievance petition right to bring political and social changes desired by the people, such as to increase public awareness of improper or unethical behavior, which might lead to the diminish of government corruption. It is also the express policy of the law that "assets and income of public officials which may be materially affected by their official actions should be disclosed and in appropriate circumstances the officials should be disqualified from acting in order that conflicts of interest may be avoided" (G.C. § 81002(c)). This instant free speech and grievance petition advances that policy of the law. The California Pubic Records Act (CPRA) is both underinclusive and overinclusive towards any purported countervailing government interest in abridging the First Amendment; it is impossible for the City to meet the burden required to withstand strict scrutiny. The CPRA is underinclusive, because it only regulates the content of speech that falls under the auspices of a California public record; it is overinclusive because it restricts speech quoted or derived from the content of records which must be disclosed under other state and federal law or regulation (*e.g.,* G.C. § 81008; 2 CCR § 18313.5; C.C. §§ 1213 & 2934; R.T.C. §§ 327 & 1602; 18 CCR §§ 252 & 266; B.P.C. §§ 5657, 7080.5, & 7081; 16 CCR § 863; Corp.C. §§ 204, 1502, 2117, 6210, 7132, 8210, & 17702.02; U.S. Securities Act of 1933—15 U.S.C. §§ 77f & 77aa; 17 C.F.R. Part 210). Any application of the CPRA to public free speech and grievance redress petitions is a clear instance of overbreadth, because the intent of the enactment was to increase transparency over the government's internal activities, rather than to limit the public's external speech about those activities. The CPRA delineated a statutory public "right of access to information concerning the conduct of the people's business regarding meeting records for public bodies and the writings of public officials and agencies" and was never intended—nor ever permitted—to attenuate or debase the public's prior existing broad constitutional "right to instruct their representatives, petition government for redress of grievances" which by law include the public's acts designed to influence public opinion concerning issue before legislative or administrative body.

Under James Madison's First Amendment, the non-establishment of religion, free speech, free press, right of assembly, and redress of grievances are one singly comprehensive overarching idea instilling deliberate constitutional protections to every step of the trajectory of realized free and enlightened thought—from the freedom to have a heretical idea (non-establishment), to its discussion and refinement (speech), to its mass dissemination (press), to its politicization (assembly), and ultimately to its realization as government policy (government petitioning) (*see*, Burt Neuborne. *Madison s Music: On Reading the First Amendment* (The New Press, 2015)). The interception and killing of the final stage or essences of refined thought, at its most vulnerable tribulation as an exposed redress petition before the potentially wrathful goalposts of governmental change, is the ultimate attack on the essential purpose of the First Amendment. For all of the aforementioned reasons, the CPRA may not be applied to censor or limit the public influence of free speech or grievance petitions.

COMMENT #5

Sandra Edwards

From: Saundra Edwards
To: California Attorney General
Cc: John Hitchcock aaron_mahr@nps.gov
Subject: Bijou/Al Tahoe Community Plan Amendment Opposition to CEQA Declaration
Date: Friday November 19 2021 10 15 55 PM
Attachments: POEX_Map.pdf

Dear Attorney General Rob Bonta,

CC: Mr. John Hitchcock;

CC: National Park Service: National Trails Office

The CEQA "negative declaration" for the proposed Bijou/Al Tahoe Community Plan Amendment is deficient, as it does not consider the impact to National Historic resources including the famous Pony Express National Historic Trail, the Lincoln Highway (earliest transcontinental highway route), a Tahoe Regional Planning Agency designated scenic corridor, or to a California State Scenic Highway, and therefore I object.

56-ACRES "PLAN" IS TO CONSTRUCT FACILITIES UPON NATIONAL HISTORIC TRAIL



The project area overbears upon the famous Lincoln Highway National Historic Road:



Pursuant to the National Environmental Policy Act (42 U.S.C. §§ 4321-4370m), the National Historic Preservation Act (54 U.S.C. §§ 300101-320303), the California State analogues (Public Resources Code "at large"), and the federal Tahoe Regional Planning Agency Bi-State Compact (co-adopted into California Law as Government Code §§ 67040-67132), environmental review must be performed (*see also*, Public Law 96-551 Articles VI(g) & VII). The project under review will cause the adopted environmental scenic threshold carrying capacities of the region to be exceeded (roadway unit 34). It will destroy an area of national significance. The conclusory negative finding evades discovery of the extent of this harm and exploration of an "analysis of alternative options." Worse, it is the illegal "piecemeal" review "segmenting" "connected actions" into sizes designed to stay below the threshold of a significant environmental finding. The plan area amendment would degrade the area's architectural standards which will clearly result in a cumulative or synergistic environmental impact upon the region when combined with the hideous proposed facility of which it is designed to allow.

The proposal has been the source of tremendous controversy, accusations of corruption, misconduct, malfeasance of office by public officials, and an apparent abusive exploitation of the COVID-19 pandemic. The City Manager and Clerk have suppressed public comment and conversation on the matter, the Developmental Services Director appears to have had a material conflict-of-interest, also her "lieutenant" is married to a TRPA planning officer, two Planning Commissioners involved have conflicts as real estate agents and a third (President Williams) as director of the South Lake Tahoe Lodging Association, and a planner on the Parks & Recreation Commission (Treasurer Bindel), has pushed for this development which is right next to the hotel owned by Vice President Bodine of this very Association. There is outrage that the clearly inappropriate location of this proposed facility is purely myopically motivated as a lodging amenity for the SLTLA at the expense of the local community, and the greater long term state and national interests towards scenic and historic preservation.

To make matters worse, the City Mayor (Middlebrook) is also an employee of the TRPA which is an agency quite visibly "captured" by real estate developers, and thus the City and State have lost a significant check in power on account of said mayoral incompatibility of office. This conflict is expressly illegal because the Mayor, as an employee of the TRPA, currently holds "lucrative office under the United States or other power" in violation of California Constitution Article VII, Section 7. It is settled law that the TRPA is a federal power (*see*, *Lake Country Estates, Inc. v. Tahoe Regional Planning Agency*, 440 U.S. 391, 402, n.22 (US Supreme Court, 1979) (holding TRPA is not in fact an arm of the State subject to its control)). The TRPA itself in a recent hearing held that it "having been created by an interstate compact, is a creature of federal law" (Staff Report. TRPA Hearings Officer Meeting. p.4, Oct. 14, 2021). Mayor Middlebrook has put tremendous pressures on City officials and may partly be responsible for the aforementioned unethical conduct by the City Manager and City Clerk. A petition to the Attorney General's office for a *Writ of Quo Warranto* has been pending for well over a year.

Last, there has been tremendous local interest is setting aside this land in its natural state, and having it potentially become a National Monument under the Antiquities Act (54 U.S.C. §§ 320301-320303), run by the National Park Service, with a Museum and Visitor's Center dedicated to the Pony Express Trail & Lincoln Highway and other nearby national trails, but far removed away from view from the scenic bluff. The center would also offer interpretation for Friday's Station National Historic Site. This would bring both federal monies and visitors to the area, but needs time to play out. The proposed indoor recreation center could be placed almost anywhere else as there is abundant vacant land.

Thanks,

Saundra Edwards

COMMENT #6

Tahoe Regional Planning Agency (TRPA)

TRPA Comments

DRAFT IS/ND and IEC for the City of South Lake Tahoe's Bijou/Al Tahoe Community Plan Amendments

11/22/21

General:

1. The IEC references the 56-acre property as being within a town center. This property is not located within a town center. It is located with special district #4, but not a town center. Change throughout the document. Does this change any of the justifications provided?
2. The proposed amendments include changing the roof pitch for the entire community plan outside of the 56-acre property to 5:12; however, there is no justification as to why this is being considered. Why is this necessary? Needs further justification.
3. To comply with the Regional Plan Code section 37.5.2.C of allowing up to 42' for public service and recreation buildings, the amendments and environmental review need to be revised to include Finding 8. These documents currently only reference Findings 1, 3, 4, and 7
4. In a few sections, the height justification refers to compatibility with area plans. Avoid this direct comparison. This subject site is not within an area plan and does not have the same incentives. Instead frame that these amendments are in-keeping with (1) Regional Plan Code 37.5 and (2) deviation allowances for LTCC and LTUSD properties within the same community plan. These amendments would create a stepped building height transition from residential areas to the TCAP Gateway District with similar allowable height.
5. Suggest adding highlighted, clarifying language to any reference of the project description and the CP amended language: "The proposed amendment would permit building height up to 42 feet for public or quasi-public structures, with no minimum cross slope or roof pitch requirements, in the 56-acre project area…"
6. Did the City considering amending the allowable height for the entire district 4? Per the community plan, district 4 is a "centralized public service district".
7. See staff summary and IEC for the Boys and Girls Club amendments regarding justification for deviating from roof standards. It discusses the nature of public service type buildings and the necessity to deviate from standards to accommodate functionality of services and energy efficiency. I recommend incorporating some of this language into this IEC.
8. Change TRPA point of contact from Paul to Jen. Jennifer Self, Principal Planner, 775-589-5261, jself@trpa.gov

Specific:

Page	Notes
1	Last sentence, last paragraph of section 1.1. "TRPA serves as the lead agency…" what is meant by this. The City is the lead agency for these amendments.
4	Include the following language after the first sentence of section 1.4 (from the Boys and Girls Club amendment staff summary): "District 4 of the Bijou/Al Tahoe Community Plan is a 'centralized public service district' where a large concentration of public and institutional

	uses are located. These include a recreation center, campground, sheriff's precinct, jail, middle school, ice arena, county offices, forest service offices, and the community college."
4	Include a summary of CP adoption and amendments.
4	The 56 acre property is located within special district #4 of the community plan, it is NOT within a town center; any reference to a town center needs to be revised
4	Include an overview blip of scenic corridor and recreation area
5	Revise map to clearly show (1) district 4 – centralized public service district, (2) town center boundaries, and (3) the LTCC and LTUSD properties
6	Revise map to clearly show boundaries of the CP
6	Remove "with the TRPA Code for urban development within Area Plans", this is not an area plan and not subject to the same incentives; instead could include to align with section 37.5 which allows additional height for public service and rec facilities as well as height allowances for public service facilities within District 4 (specifically on the LTCC and LTUSD sites)
11	The project description as written is confusing. Be clear and succinct. Avoid including findings or justification within the description. These can/are included in the subsequent sections. *Suggested:* 1. Allow a maximum height of 42' for public service or recreational facilities within the 56-acre project area of District 4 with no minimum cross slope or roof pitch requirements. Height limits for B/ATCP areas outside of the 56-acre project area would remain unchanged. 2. Reduce minimum roof pitch requirements to 5:12 for the B/ATCP areas outside of the 56-acre project area.
12	Need to add Finding 8 per general notes above.
12	Include a paragraph summarizing setbacks, screening, and design standards.
14	The subject area is not located within a town center. Recommend adding a special setback standard specifically for the 56-acre parcel in addition those listed for the Town Center. Setback standard specific for the site could serve as mitigation to ensure compatibility with section 37.5.2.C of the code and ensure increased building height could be adequately screened.
18	Change TRPA point of contact
21	Remove J.Hitchcock's signature. This will be completed by TRPA
25	This document should reference the 2018 threshold update. Contact Jeanne McNamara for more information.
26	Revise project description per previous comment.
26	First paragraph is confusing. Be clear and succinct – what is currently allowed, what is changing, how it complies with regional code and thresholds. Remove reference of town center, not within a town center
26	Add additional narrative to justify why there would not be an impact to scenic vistas or scenic quality
26	Add to narrative regarding recent amendment for the Boys and Girls Club and relation to other public service facilities within this "centralized public service district"
26	Third paragraph – see general comment above about avoiding comparison to area plans, this is not an area plan and not subject to the same incentives

27	Heavily forested area and require setbacks; need to include the average height of the existing tree canopy to further justify
27	Need to include finding 8
29	5.4.3-5 Need to reference 2018 threshold update. See note above. Include blip on screening and setbacks to minimize potential impact.
31	Second paragraph – see general comment above about avoiding comparison to area plans, this is not an area plan and not subject to the same incentives

EXHBIT 2

PROPOSED AMENDMENT. PROPOSED LANGUAGE IS DOUBLE-UNDERLINED IN BLUE AND DELETED LANGAUGE IS STRUCKTHROUGH IN RED.

SECTION TWO – PUBLIC SERVICE/RECREATION THEME

DISTRICTS	MAP AND USE MATRIX IDENTIFICATION
Town Center	4
A. PERMITTED USES	Refer to use matrix for district uses.
B. HEIGHT	
Standard	Refer to TRPA Code of Ordinances Chapter 37.
Special Std.	The following shall apply to Lake Tahoe Community College property: **Lake Tahoe Community College and Lake Tahoe Unified School District properties:** Height issues for these sites shall be addressed by TRPA on an individual project basis, and may be in excess of Chapter 37 based on project setback, visibility, or other design criteria. **El Dorado County and City properties located in 56-Acre project area:** For public and quasi-public owned buildings, the maximum height permitted is 42 feet, with no minimum cross slope or roof pitch requirements, provided TRPA makes Findings 1, Finding 3, Finding 4, Finding 5, Finding 7, and Finding 8 of Section 37.7.
C. BULK	
Standard	Refer to Redevelopment Design Element, Sections 1 and 2
D. COVERAGE	
Standard	Refer to TRPA Code of Ordinances Chapters 30.
E. SETBACKS	
Standard	Refer to City Wide Design Manual Section 3 of Chapter 1 & 2.

Special Std.	In addition to the City Wide Design Manual, the following shall apply to specific properties located with the Town Center District, including: The vacant 7.5 acre parcel north of Al Tahoe and west of Johnson Boulevard (Adjacent to the existing El Dorado County Government Center) shall required a minimum of a 50' setback from Johnson Boulevard and an increased interior sideyard setback of 20' in that area of the property adjoining the residentially developed district. The vacant 12 acre parcel, north of Al Tahoe and east of Johnson Boulevard (adjacent to Bijou Community Park) shall require a minimum of a 50' setback from Johnson Boulevard for development. Development on the Lake Tahoe Community College property shall have a minimum setback of 50' from Al Tahoe Boulevard.

F. SITE DESIGN

Standard	Refer to City Wide Design Manual, Section 2, Chapters 1 & 2
Special Std.	In addition to the City Wide Design Manual, the following standards shall apply to the entire Town Center: 1. A natural forest setting shall be preserved by designing projects that maintain the maximum number of trees, shrubs, boulders, and other natural amenities at a project site. Landscaping shall be designed to blend with the native surroundings, including trees, shrubs, ground covers and flowers. 2. Sidewalks shall connect all buildings within project area.

G. ARCHITECTURAL TREATMENT

Standard	Refer to City Wide Design Standards, Section 2 of Chapters 1 & 2 and City Lighting Standards.
Special Std.	In addition to the City Design Standards, the following standards shall apply: 3. Buildings shall be designed with interest (no box forms, variations in elevation, etc.) and shall incorporate architectural features which blend with the surrounding buildings.

4. Wood siding or natural appearing siding shall be used on the exterior of all remodeled newly constructed buildings.
5. Roofs shall have a minimum pitch of ~~7~~5:12 and a maximum roof pitch of 12:12. Roofs may have a minimum pitch of 0:12 on public and quasi-public owned buildings within El Dorado County and City Properties located in 56-Acres project area.
6. Real stone shall be incorporated into the building design. Manufactured stone may be used on a project only if the applicant demonstrates the application of the stone will appear "real."
7. All projects shall incorporate days use amenities, including; outdoor furniture, bicycle racks and trash receptacles.

CITY OF SOUTH LAKE TAHOE
DEVELOPMENT SERVICES DEPARTMENT - PLANNING DIVISION

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION AND PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL

Proof of Service by Mail

SUBJECT:	Ordinance – Bijou/Al Tahoe Community Plan Amendments to allow additional height up to 42 feet, with no minimum cross slope or roof pitch requirements for public and quasi-public facilities located in the 56-acres project area (First Reading)
ADDRESS:	1170, 1176 & 3050 Rufus Allen Blvd and 1004 Lakeview Ave
APN:	026-050-003, -004, -005, & -006,
DATE OF HEARING:	January 4, 2022
TIME OF HEARING:	9:00 a.m.
LOCATION OF HEARING:	City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150

STATE OF CALIFORNIA
COUNTY OF EL DORADO
CITY OF SOUTH LAKE TAHOE

I am an employee of the City of South Lake Tahoe, Development Services Department. On December 17, 2021, I served the attached notice pursuant to Section 6.55.640 of the South Lake Tahoe Municipal Code and Government Code Sections 65090 and 65091 (Planning and Zoning Law) on the persons named thereon or attached thereto by placing a true copy thereof with postage thereon fully prepaid in the United States mail. I declare, under penalty of perjury, that the foregoing is true and correct.

John Hitchcock

Signature

Executed on 12/17/2021, by John Hitchcock
Development Service Department
1052 Tata Lane
South Lake Tahoe, CA 96150-6251

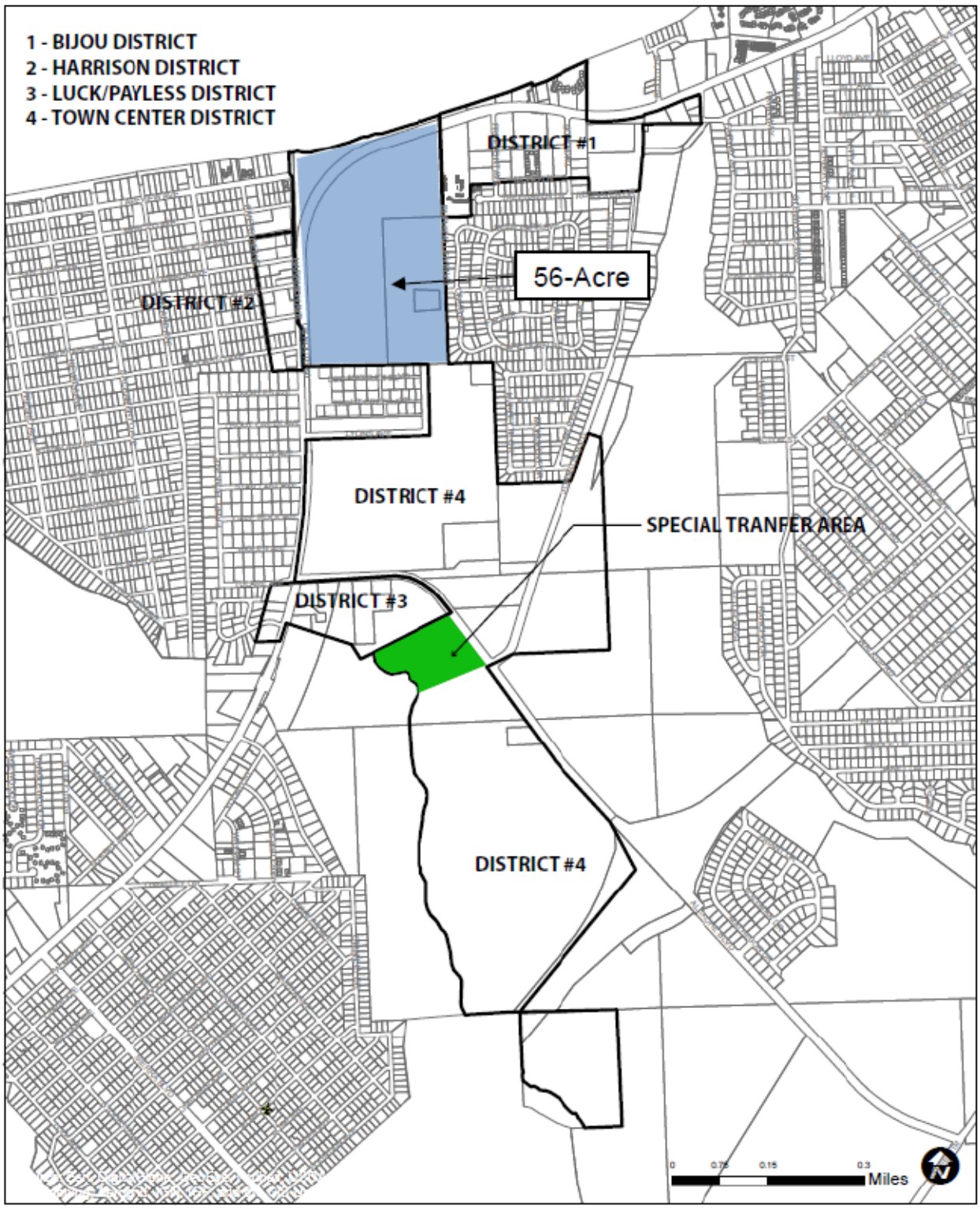
NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL MEETING

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on **January 4, 2022 at 9:00 a.m. and January 18, 2022 at 5:30 p.m.,** or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following

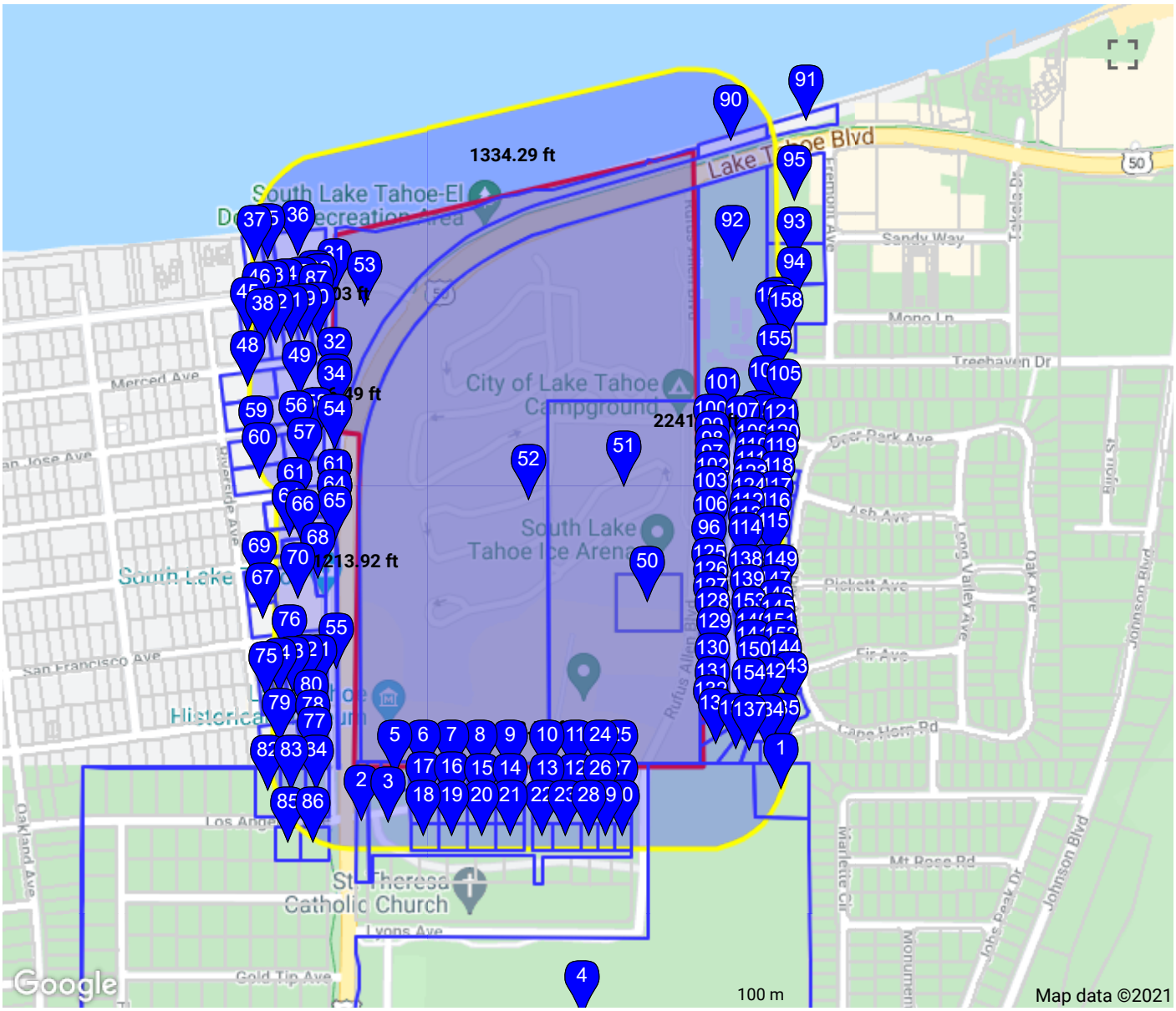
Ordinance – Bijou/Al Tahoe Community Plan Amendments to allow additional height up to 42 feet, with no minimum cross slope or roof pitch requirements for public and quasi-public facilities located in the 56-acres project area

Summary: The City of South Lake City Council will be considering the Initial Study/Negative Declaration and adoption of the Bijou/Al Tahoe Community Plan Amendments (John Hitchcock, jhitchcock@cityofslt.us,530.542.7472)

All interested persons are invited to attend and speak on the project or may send their comments to the City Council at PublicComment@cityofslt.us. Pursuant to Government Code Section 65009(b)(2), if you challenge the application in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. Any written correspondences should be directed to the South Lake Tahoe City Council, 1052 Tata Lane, South Lake Tahoe, CA 96150. Staff reports will be available three days prior to the hearing and can be downloaded from the City of South Lake Tahoe website (**https://www.cityofslt.us/84/Watch-City-CouncilPlanning-Commission-Me**). For any questions, please contact the staff planner listed above.


1 - BIJOU DISTRICT
2 - HARRISON DISTRICT
3 - LUCK/PAYLESS DISTRICT
4 - TOWN CENTER DISTRICT
DISTRICT #1
56-Acre
DISTRICT #2
DISTRICT #4
SPECIAL TRANFER AREA
DISTRICT #3
DISTRICT #4
Miles

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DETAIL

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	1	EDX	025-010-007-000	1201 RUFUS ALLEN BLVD	HAMILTON MICHAEL R TR & NANCY EIMER TR	SOUTH LAKE TAHOE CA 96150-8213
☑	2	EDX	025-010-062-000		STATE OF CALIFORNIA	SOUTH LAKE TAHOE CA 96150
☑	3	EDX	025-010-063-000	3030 LAKE TAHOE BLVD	AMER LEGION TAHOE RESORT	SOUTH LAKE TAHOE CA 96150-7810
☑	4	EDX	025-010-065-000	1066 LYONS AVE	LAKE TAHOE UNIFIED SCHOOL DIST	SOUTH LAKE TAHOE CA 96150
☑	5	EDX	025-930-001-000	1001 LOS ANGELES BLVD	ANDERSEN KAREN D TR & MCMURRAY CHRISTINA S	SOUTH LAKE TAHOE CA 96150-8209
☑	6	EDX	025-930-002-000	1011 LOS ANGELES BLVD	URBAN LELAINE INGRAM TR	SOUTH LAKE TAHOE CA 96150-8209
☑	7	EDX	025-930-003-000	1019 LOS ANGELES BLVD	INGRAM M LEILANI	SOUTH LAKE TAHOE CA 96150-8209
☑	8	EDX	025-930-004-000	1023 LOS ANGELES BLVD	STUART RICHARD C ETAL	SOUTH LAKE TAHOE CA 96150-8209
☑	9	EDX	025-930-005-000	1029 LOS ANGELES BLVD	TALBURT JEAN	SOUTH LAKE TAHOE CA 96150-8209
☑	10	EDX	025-930-006-000	1043 LOS ANGELES BLVD	BONTI LISA A & JENNINGS CHERYL J	SOUTH LAKE TAHOE CA 96150-8209
☑	11	EDX	025-930-007-000	1053 LOS ANGELES BLVD	HERMANT LADONNA G	SOUTH LAKE TAHOE CA 96150-8209
☑	12	EDX	025-930-008-000	1056 LOS ANGELES BLVD	GUSTAFSON KEITH R & LENNOX LISA J	SOUTH LAKE TAHOE CA 96150-7809
☑	13	EDX	025-930-009-000	1048 LOS ANGELES BLVD	SMITH HOWARD & KAREN BERG	SOUTH LAKE TAHOE CA 96150-7809
☑	14	EDX	025-930-010-000	1036 LOS ANGELES BLVD	SOETH WILLIAM NORMAN TR & W TAHOE TRUST 5/23/16	SOUTH LAKE TAHOE CA 96150-7809
☑	15	EDX	025-930-011-000	1028 LOS ANGELES BLVD	DE TARR DARCY SUC CO TR & TARR MARTIN SUC CO TR	SOUTH LAKE TAHOE CA 96150-7809
☑	16	EDX	025-930-012-000	1020 LOS ANGELES BLVD	LEWIS JAMES R & DOUGLAS W	SOUTH LAKE TAHOE CA 96150-7809
☑	17	EDX	025-930-013-000		AMER LEGION TAHOE RESORT	SOUTH LAKE TAHOE CA 96150
☑	18	EDX	025-930-014-000	1011 TROUT CREEK AVE	OLWELL JEFFREY B	SOUTH LAKE TAHOE CA 96150-8207
☑	19	EDX	025-930-015-000	1019 TROUT CREEK AVE	LAWRIE DEAN C & PEGGY DENEEN	SOUTH LAKE TAHOE CA 96150-8207

		Co	APN	S Street Address	Owner	S City State Zip
☑	20	EDX	025-930-016-000	1023 TROUT CREEK AVE	SIMONS STEVEN R & SHIRLEY A	SOUTH LAKE TAHOE CA 96150-8207
☑	21	EDX	025-930-017-000	1029 TROUT CREEK AVE	STAHMER ROBERT T TR & JUANITA TR	SOUTH LAKE TAHOE CA 96150-8207
☑	22	EDX	025-930-018-000	1049 TROUT CREEK AVE	BRADFORD ERNEST E TR & JUDY M TR	SOUTH LAKE TAHOE CA 96150-8207
☑	23	EDX	025-930-019-000	1053 TROUT CREEK AVE	MERCER DAVID F & CHRISTINE A	SOUTH LAKE TAHOE CA 96150-8207
☑	24	EDX	025-930-028-000	1065 LOS ANGELES BLVD	IRVINE EARNEST	SOUTH LAKE TAHOE CA 96150-8209
☑	25	EDX	025-930-029-000	1069 LOS ANGELES AVE	BONTI DAVID E CO TR & PATRICIA L CO TR	SOUTH LAKE TAHOE CA 96150-8209

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DETAIL

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	26	EDX	025-930-030-000	1062 LOS ANGELES BLVD	STINE SUSAN M TR	SOUTH LAKE TAHOE CA 96150-7809
☑	27	EDX	025-930-031-000	1068 LOS ANGELES BLVD	WHITE GARY & IRENE	SOUTH LAKE TAHOE CA 96150-7809
☑	28	EDX	025-930-032-000	1059 TROUT CREEK AVE	PALMER EVAN & LINNARD PALMER LUANNE	SOUTH LAKE TAHOE CA 96150-8207
☑	29	EDX	025-930-033-000	1065 TROUT CREEK AVE	WEBB CURTIS L & LYNN M & MOORE JOHN J TR	SOUTH LAKE TAHOE CA 96150-8207
☑	30	EDX	025-930-034-000	1069 TROUT CREEK AVE	ALDINGER SALLY L TR & 2004 REV TRUST	SOUTH LAKE TAHOE CA 96150-8207
☑	31	EDX	026-040-003-000		RICCI RISMO & ALFIA	SOUTH LAKE TAHOE CA 96150
☑	32	EDX	026-040-005-000		LAUSCHE ALBERT (DECD)	SOUTH LAKE TAHOE CA 96150
☑	33	EDX	026-040-006-000		ANDERSON KENNETH & DELORES H	SOUTH LAKE TAHOE CA 96150
☑	34	EDX	026-040-007-000		CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150
☑	35	EDX	026-043-009-000	985 LAKEVIEW AVE 1	DUBNER MARGUERITE TR & SURVIVORS TRUST	SOUTH LAKE TAHOE CA 96150-7970
☑	36	EDX	026-043-015-000	999 LAKEVIEW AVE	BEACHCOMBER INN VACATION & MEMBERSHIP ASSOC-TRUSTE	SOUTH LAKE TAHOE CA 96150-7970
☑	37	EDX	026-043-017-000	981 LAKEVIEW AVE	CERESKE WILLIAM H JR CO TR & JEANETTE A CO TR	SOUTH LAKE TAHOE CA 96150-7970
☑	38	EDX	026-046-005-000	977 MERCED AVE	GOLDING GEORGIA M TR & FAM TRUST OF 5/29/97	SOUTH LAKE TAHOE CA 96150-7936
☑	39	EDX	026-046-007-000	993 MERCED AVE	FOSTER RICHARD AHL TR & JG&EA RV INTRO VIVOS TR	SOUTH LAKE TAHOE CA 96150-7936
☑	40	EDX	026-046-008-000	3171 HARRISON AVE	TSAI MARGARET Y TR & TRUST 3/4/1992	SOUTH LAKE TAHOE CA 96150
☑	41	EDX	026-046-009-000	989 MERCED AVE	STERKEL DENNIS L TR & D L FAM REV TRUST	SOUTH LAKE TAHOE CA 96150-7936
☑	42	EDX	026-046-010-000	981 MERCED AVE	GAINES MARY D TR & CREDIT TRUST 7/30/03	SOUTH LAKE TAHOE CA 96150-7936
☑	43	EDX	026-046-011-000	980 LAKEVIEW AVE	WALL TRENT M	SOUTH LAKE TAHOE CA 96150-7968
☑	44	EDX	026-046-014-000	988 LAKEVIEW AVE	PHILLIPS DAVID & MARIA ISABEL	SOUTH LAKE TAHOE CA 96150-7968

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	45	EDX	026-046-015-000	976 LAKEVIEW AVE	BROCATO DOMINIC & MCCREADY ROBERT A	SOUTH LAKE TAHOE CA 96150-7968
☑	46	EDX	026-046-016-000	978 LAKEVIEW AVE 1	SMITH STEVE A & ANNE M	SOUTH LAKE TAHOE CA 96150-7965
☑	47	EDX	026-046-018-000	992 LAKEVIEW AVE	AMIRI SERIO TR	SOUTH LAKE TAHOE CA 96150-7968
☑	48	EDX	026-049-001-000	968 MERCED AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7938
☑	49	EDX	026-049-002-000	993 SAN JOSE AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7944
☑	50	EDX	026-050-003-000	1170 RUFUS ALLEN BLVD	COUNTY OF EL DORADO	SOUTH LAKE TAHOE CA 96150-8210

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DETAIL

		Co	APN	S Street Address	Owner	S City State Zip
☑	51	EDX	026-050-004-000	1176 RUFUS ALLEN BLVD	SOUTH LAKE TAHOE CITY OF	SOUTH LAKE TAHOE CA 96150-8211
☑	52	EDX	026-050-005-000	3050 LAKE TAHOE BLVD	COUNTY OF EL DORADO	SOUTH LAKE TAHOE CA 96150-7810
☑	53	EDX	026-050-006-000	1004 LAKEVIEW AVE	COUNTY OF EL DORADO	SOUTH LAKE TAHOE CA 96150-2555
☑	54	EDX	026-080-001-000		CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150
☑	55	EDX	026-080-002-000		CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150
☑	56	EDX	026-083-003-000	984 SAN JOSE AVE	3135 HARRISON CA LLC	SOUTH LAKE TAHOE CA 96150-7942
☑	57	EDX	026-083-005-000	3131 HARRISON AVE	WILLIAMS RONALD S TR & JACQUELINE H TR	SOUTH LAKE TAHOE CA 96150-7924
☑	58	EDX	026-083-007-000	3135 HARRISON AVE	3135 HARRISON CA LLC	SOUTH LAKE TAHOE CA 96150-7923
☑	59	EDX	026-083-009-000	972 SAN JOSE AVE	3135 HARRISON CA LLC	SOUTH LAKE TAHOE CA 96150-7942
☑	60	EDX	026-083-010-000	979 ALAMEDA AVE	WILLIAMS RONALD S TR & JACQUELINE H TR	SOUTH LAKE TAHOE CA 96150-7949
☑	62	EDX	026-086-006-000	3121 HARRISON AVE	TDL ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150-7925
☑	62	EDX	026-086-006-000	3121 HARRISON AVE	TDL ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150-7925
☑	64	EDX	026-086-011-000	3115 HARRISON AVE	MCKEEN MICHAEL S & LORI W TR	SOUTH LAKE TAHOE CA 96150-7925
☑	64	EDX	026-086-011-000	3115 HARRISON AVE	MCKEEN MICHAEL S & LORI W TR	SOUTH LAKE TAHOE CA 96150-7925
☑	65	EDX	026-086-012-000		CEFALU JOHN N & JUDY A	SOUTH LAKE TAHOE CA 96150
☑	66	EDX	026-086-013-000	3111 HARRISON AVE	CEFALU JOHN N TR & JUDY A TR	SOUTH LAKE TAHOE CA 96150-7925
☑	67	EDX	026-089-006-000	3092 RIVERSIDE AVE 3	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7822
☑	68	EDX	026-089-007-000	3101 HARRISON AVE	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7929

		Co	APN	S Street Address	Owner	S City State Zip
☑	69	EDX	026-089-009-000	972 TALLAC AVE A	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7995
☑	70	EDX	026-089-010-000	3091 HARRISON AVE 97	KAZEMI & BEHMARD ENTRPRS INC & CA CORP	SOUTH LAKE TAHOE CA 96150-7979
☑	71	EDX	026-113-007-000	3069 LAKE TAHOE BLVD	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7803
☑	72	EDX	026-113-008-000	981 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838
☑	73	EDX	026-113-009-000	977 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838
☑	74	EDX	026-113-010-000	973 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838
☑	75	EDX	026-113-011-000	969 MODESTO AVE	CITY OF SOUTH LAKE TAHOE	SOUTH LAKE TAHOE CA 96150-7838

PARCELQUEST
LIST 0
DETAIL

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	76	EDX	026-113-014-000	3079 HARRISON AVE	THE PRESS PROJECT CA LLC	SOUTH LAKE TAHOE CA 96150-7976
☑	77	EDX	026-114-022-000	3045 HARRISON AVE	MCKEEN MICHAEL S TR & LORI W TR	SOUTH LAKE TAHOE CA 96150-7926
☑	78	EDX	026-114-023-000	3053 HARRISON AVE	OAKLAND HILLS TENNIS CLUB, INC	SOUTH LAKE TAHOE CA 96150-7957
☑	79	EDX	026-114-026-000	966 MODESTO AVE	COBRAE DARREN	SOUTH LAKE TAHOE CA 96150-7836
☑	80	EDX	026-114-027-000	3059 HARRISON AVE	CALI COFFEE CA LLC	SOUTH LAKE TAHOE CA 96150-7926
☑	81	EDX	026-200-008-000		AL TAHOE CO	SOUTH LAKE TAHOE CA 96150
☑	82	EDX	026-241-008-000	963 LOS ANGELES AVE	MALLATT MARKLEY L & MCMAHON MALLATT DEBORAH MARY	SOUTH LAKE TAHOE CA 96150-7841
☑	83	EDX	026-241-009-000	973 LOS ANGELES AVE	GENASCI PATRICIA D SURV TR & REV TRUST OF 9/24/98	SOUTH LAKE TAHOE CA 96150-7841
☑	84	EDX	026-241-010-000	3043 HARRISON AVE	WANZER JOHN LEWIS & GAYLE	SOUTH LAKE TAHOE CA 96150-8271
☑	85	EDX	026-242-007-000	970 LOS ANGELES AVE	BENEDEK GABRIEL & LE TRANG	SOUTH LAKE TAHOE CA 96150-7840
☑	86	EDX	026-242-008-000	974 LOS ANGELES AVE	GEORGE CARL F & ROSEMARY VIRGINIA	SOUTH LAKE TAHOE CA 96150-7840
☑	87	EDX	026-290-001-000	3181 HARRISON AVE	ROSENBAUM DAVID H II TR & DAVID H II RV TRUST	SOUTH LAKE TAHOE CA 96150
☑	88	EDX	026-290-002-000	996 LAKEVIEW AVE	ERF ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150-7968
☑	89	EDX	026-290-003-000		ERF ENTERPRISES LLC	SOUTH LAKE TAHOE CA 96150
☑	90	EDX	027-010-014-000	3291 LAKE TAHOE BLVD	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150
☑	91	EDX	027-010-017-000	3311 LAKE TAHOE BLVD	SOUTH LAKE TAHOE CITY OF	SOUTH LAKE TAHOE CA 96150-7927
☑	92	EDX	027-170-002-000	3284 LAKE TAHOE BLVD	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150-7906
☑	93	EDX	027-170-009-000	1030 FREMONT AVE	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150-8135

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	94	EDX	027-170-012-000	1050 FREMONT AVE	ESOTERIC HOLDINGS TX LTD PTNSP	SOUTH LAKE TAHOE CA 96150-8135
☑	95	EDX	027-170-015-000	3300 LAKE TAHOE BLVD	AZURE TAHOE RESORTS CA LLC	SOUTH LAKE TAHOE CA 96150-7910
☑	96	EDX	027-221-001-000	1108 CRAIG AVE	MARTINEZ JOHN L	SOUTH LAKE TAHOE CA 96150-8146
☑	97	EDX	027-221-005-000	1084 CRAIG AVE	GRASTEIT CRAIG R	SOUTH LAKE TAHOE CA 96150-8145
☑	98	EDX	027-221-006-000	1080 CRAIG AVE	BARTOLI WIBLE PATRICIA TR	SOUTH LAKE TAHOE CA 96150-8145
☑	99	EDX	027-221-007-000	1079 RUFUS ALLEN BLVD	SILVA M LORRIE TR & JAMES E TR	SOUTH LAKE TAHOE CA 96150-8251
☑	100	EDX	027-221-008-000	1071 RUFUS ALLEN BLVD	BONOTTO VINCENT CHARLES TR & PAMELA D TR	SOUTH LAKE TAHOE CA 96150-8251

PARCELQUEST
LIST 0
DETAIL

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	101	EDX	027-221-009-000	3293 DEER PARK AVE	GIUFFRA CHARLES E TR & FAM TRUST	SOUTH LAKE TAHOE CA 96150-8152
☑	102	EDX	027-221-034-000	1088 CRAIG AVE	CRIVELLI WILLIAM H & RHONDA L	SOUTH LAKE TAHOE CA 96150-8145
☑	103	EDX	027-221-035-000	1095 RUFUS ALLEN BLVD	HOLDEN ERIC D	SOUTH LAKE TAHOE CA 96150-8251
☑	104	EDX	027-221-039-000	3301 DEER PARK AVE	DENISON RICHARD TR & KATHLEEN TR	SOUTH LAKE TAHOE CA 96150-8152
☑	105	EDX	027-221-040-000	3303 DEER PARK AVE	YARWASKY FRANK A & CAROLYN J	SOUTH LAKE TAHOE CA 96150-8152
☑	106	EDX	027-221-047-000	1100 CRAIG AVE	ORR WILLIAM DAVID	SOUTH LAKE TAHOE CA 96150-8145
☑	107	EDX	027-222-001-000	1071 CRAIG AVE	GARCIA LUIS M	SOUTH LAKE TAHOE CA 96150-8147
☑	108	EDX	027-222-002-000	3298 DEER PARK AVE	ROGERS JAMES E & JAMES E & WILLIS HARRIET E TR	SOUTH LAKE TAHOE CA 96150
☑	109	EDX	027-222-003-000	1081 CRAIG AVE	JONES ALLISON	SOUTH LAKE TAHOE CA 96150-8147
☑	110	EDX	027-222-004-000	1085 CRAIG AVE	BENTZ RUGENE	SOUTH LAKE TAHOE CA 96150-8147
☑	111	EDX	027-222-005-000	1087 CRAIG AVE	BENTZ/IVERS MARGO TR & M REV TRUST	SOUTH LAKE TAHOE CA 96150-8147
☑	112	EDX	027-222-007-000	1101 CRAIG AVE	WAGGONER STACY TR	SOUTH LAKE TAHOE CA 96150
☑	113	EDX	027-222-008-000	1103 CRAIG AVE	WAGGONER STACY LYNN	SOUTH LAKE TAHOE CA 96150
☑	114	EDX	027-222-009-000	3295 PICKETT AVE	BREWSTER STEVEN LANE	SOUTH LAKE TAHOE CA 96150
☑	115	EDX	027-222-010-000	1108 JUNIPER AVE	DOG BLUE PROPERTIES CA LLC	SOUTH LAKE TAHOE CA 96150-8118
☑	116	EDX	027-222-011-000	1100 JUNIPER AVE	FAIRES DAVID C TR & ANN MARIE TR	SOUTH LAKE TAHOE CA 96150-8118
☑	117	EDX	027-222-012-000	1096 JUNIPER AVE	VOGT BRUCE L JR TR & LINDA M TR	SOUTH LAKE TAHOE CA 96150-8118
☑	118	EDX	027-222-013-000	1092 JUNIPER AVE	FLOOD BAILEY	SOUTH LAKE TAHOE CA 96150-8118

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	119	EDX	027-222-014-000	1084 JUNIPER AVE	BENNIS CAROL LYNNE & TERESSA LYNNE	SOUTH LAKE TAHOE CA 96150-8118
☑	120	EDX	027-222-015-000	1082 JUNIPER AVE	BROWN GEORGE DOUGLAS & CATHERINE CARDINALE TR	SOUTH LAKE TAHOE CA 96150-8118
☑	121	EDX	027-222-017-000	3306 DEER PARK AVE	ROMERO DAVID A & LITTLEJOHN JOCELYN TEN EYCK	SOUTH LAKE TAHOE CA 96150
☑	122	EDX	027-222-018-000	3302 DEER PARK AVE	DENNEY CRAIG S TR & FRIDLAND VALERIE M TR	SOUTH LAKE TAHOE CA 96150
☑	123	EDX	027-222-019-000	1091 CRAIG AVE	HOLMAN DIANE B & RICHARD A	SOUTH LAKE TAHOE CA 96150-8147
☑	124	EDX	027-222-020-000	1095 CRAIG AVE	CLAYTON CONNLEY N & ROBIN	SOUTH LAKE TAHOE CA 96150-8147
☑	125	EDX	027-231-001-000	3282 PICKETT AVE	RUSH PATRICK & CONSTANCE M	SOUTH LAKE TAHOE CA 96150-8101

PARCELQUEST
LIST 0
DETAIL

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	126	EDX	027-231-002-000	1120 CRAIG AVE	BEBOUT ALEXANDER J JR TR & A J JR LIV REV TRUST	SOUTH LAKE TAHOE CA 96150-8146
☑	127	EDX	027-231-003-000	1124 CRAIG AVE	GILMAN PEGGY	SOUTH LAKE TAHOE CA 96150-8146
☑	128	EDX	027-231-004-000	1128 CRAIG AVE	ALVARADO GILBERT G & LYNNA	SOUTH LAKE TAHOE CA 96150-8146
☑	129	EDX	027-231-005-000	1132 CRAIG AVE	BLACK JAN P TR & DIANE L TR	SOUTH LAKE TAHOE CA 96150-8146
☑	130	EDX	027-231-006-000	1144 CRAIG AVE	CANTFIL WENDY DIANE	SOUTH LAKE TAHOE CA 96150-8146
☑	131	EDX	027-231-007-000	1148 CRAIG AVE	DOHERTY HUGH TR & ANNE TR	SOUTH LAKE TAHOE CA 96150-8146
☑	132	EDX	027-231-008-000	1150 CRAIG AVE	WIESENFELD WILLIAM WARREN	SOUTH LAKE TAHOE CA 96150-8146
☑	133	EDX	027-231-009-000	3292 CAPE HORN RD	SMITH JUDITH M TR & REV TRUST OF 6/28/1999	SOUTH LAKE TAHOE CA 96150-8156
☑	134	EDX	027-231-011-000	3300 CAPE HORN RD	SALLE CHARLES A & PATRICIA A	SOUTH LAKE TAHOE CA 96150-8140
☑	135	EDX	027-231-012-000	3302 CAPE HORN RD	LANGFORD LAURIE & JANINE	SOUTH LAKE TAHOE CA 96150-8140
☑	136	EDX	027-231-038-000	3294 CAPE HORN RD	CHIN WARREN Y & ARDEN L	SOUTH LAKE TAHOE CA 96150-8156
☑	137	EDX	027-231-039-000	3298 CAPE HORN RD	MUNGUIA KIMBERLY & JOSE LUIZ	SOUTH LAKE TAHOE CA 96150-8156
☑	138	EDX	027-232-001-000	1117 CRAIG AVE 1	DOBSON RHONDA R & MARK S	SOUTH LAKE TAHOE CA 96150-8148
☑	139	EDX	027-232-002-000	1125 CRAIG AVE	NG DENNIS K TR & JENNIFER C TR	SOUTH LAKE TAHOE CA 96150-8148
☑	140	EDX	027-232-005-000	1135 CRAIG AVE	WILLIAMS RICHARD STANLEY JR TR & MAUREEN MCEVOY TR	SOUTH LAKE TAHOE CA 96150-8148
☑	141	EDX	027-232-006-000	1139 CRAIG AVE	ROBERSON STUART & DIANA	SOUTH LAKE TAHOE CA 96150-8148
☑	142	EDX	027-232-008-000	3305 CAPE HORN RD	JONES WARREN A	SOUTH LAKE TAHOE CA 96150
☑	143	EDX	027-232-009-000	1144 JUNIPER AVE	HAMILTON RICHARD R TR	SOUTH LAKE TAHOE CA 96150-8119

	id	Co	APN	S Street Address	Owner	S City State Zip
☑	144	EDX	027-232-010-000	1142 JUNIPER AVE	HANDSAKER-TURK MARLA	SOUTH LAKE TAHOE CA 96150-8119
☑	145	EDX	027-232-012-000	1130 JUNIPER AVE	SPEARS TERRY R TR & LYLA K TR	SOUTH LAKE TAHOE CA 96150-8119
☑	146	EDX	027-232-013-000	1122 JUNIPER AVE	REID LAURENCE A	SOUTH LAKE TAHOE CA 96150-8119
☑	147	EDX	027-232-014-000	1120 JUNIPER AVE	CHALPIN GREGORY C TR & TRUST OF 10/20/1998	SOUTH LAKE TAHOE CA 96150-8119
☑	148	EDX	027-232-015-000	3300 PICKETT AVE	WILKINSON CHAD EVAN TR & KYMBERLEE ANNETTE TR	SOUTH LAKE TAHOE CA 96150-8101
☑	149	EDX	027-232-016-000	1116 JUNIPER AVE	MAGRUDER DANIELLE	SOUTH LAKE TAHOE CA 96150-8119
☑	150	EDX	027-232-017-000	1143 CRAIG AVE	SEN ARINDAM & BISWAS SATHI TR	SOUTH LAKE TAHOE CA 96150-8148

PARCELQUEST

LIST 0

DETAIL

	id	Co	APN ▲	S Street Address	Owner	S City State Zip
☑	151	EDX	027-232-019-000	1134 JUNIPER AVE	HAVEN PATRICK & GILBOY CHERILYN TR	SOUTH LAKE TAHOE CA 96150-8119
☑	152	EDX	027-232-020-000	1138 JUNIPER AVE	CUELLAR SERVANDO & HENDERSON NICHOLE	SOUTH LAKE TAHOE CA 96150-8119
☑	153	EDX	027-232-023-000	1127 CRAIG AVE	ARMLIN CHARLOTTE P	SOUTH LAKE TAHOE CA 96150-8148
☑	154	EDX	027-232-024-000	1147 CRAIG AVE	TAYLOR JODIE L	SOUTH LAKE TAHOE CA 96150-8148
☑	155	EDX	027-381-004-000	3302 TREEHAVEN CT	RUSSO HORACE & EMILY HILL	SOUTH LAKE TAHOE CA 96150
☑	156	EDX	027-660-001-000	3305 TREEHAVEN CT 1	BATKIN WILLIAM	SOUTH LAKE TAHOE CA 96150
☑	157	EDX	027-660-002-000	3305 TREEHAVEN CT 2	BATKIN WILLIAM	SOUTH LAKE TAHOE CA 96150
☑	158	EDX	027-660-005-000		SANO D CHRISTOPHER & DONALD CHRISTOPHER	SOUTH LAKE TAHOE CA 96150

MICHAEL R & NANCY EIMER HAMILTON
33152 VIA MAYOR
SAN JUAN CAPISTRA CA 92675-

STATE OF CALIFORNIA
PO BOX 911
MARYSVILLE CA 95901

AMER LEGION TAHOE RESORT
PO BOX 1279
HAYFORK CA 96041-1279

LAKE TAHOE UNIFIED SCHOOL DIST
337 PLACERVILLE DR
PLACERVILLE CA 95667

KAREN D & MCMURRAY CHRISTINA S ANDERSEN
PO BOX 928
NEWCASTLE CA 95658

LELAINE INGRAM URBAN
1011 LOS ANGELES AVE
SOUTH LAKE TAHOE CA 96150-

INGRAM M LEILANI
5613 DIVOT PL
LAS VEGAS NV 89130

RICHARD C STUART
2470 PALMIRA PL
SAN RAMON CA 94583

JEAN TALBURT
5662 DRAKES DR
DISCOVERY BAY CA 94505-9372

LISA A & JENNINGS CHERYL J BONTI
3218 MAX CT
CARMICHAEL CA 95608-3776

LADONNA G HERMANT
356 OMNI DR
SPARKS NV 89441-7266

KEITH R & LENNOX LISA J GUSTAFSON
4961 8TH AVE
SACRAMENTO CA 95816

HOWARD & KAREN BERG SMITH
2408 MCGARVEY AVE
REDWOOD CITY CA 94061-1335

SOETH WILLIAM NORMAN TR & W TAHOE TRUST 5/23/16
20809 WOODLAND CV
GARDEN RIDGE TX 78266

DE TARR DARCY SUC CO TR & TARR MARTIN SUC CO TR
26 VICTORIA RD
BURLINGAME CA 94010-2957

JAMES R & DOUGLAS W LEWIS
33 HARVEST DR
OAKLEY CA 94561-4315

AMER LEGION TAHOE RESORT
7787 GREENRIDGE WAY
FAIR OAKS CA 95628

JEFFREY B OLWELL
2731 LAND PARK DR
SACRAMENTO CA 95818

DEAN C & PEGGY DENEEN LAWRIE
102 MCDERBY CT
FOLSOM CA 95630-2256

STEVEN R & SHIRLEY A SIMONS
211 ST FRANCIS WY
RIO VISTA CA 94571

ROBERT T & JUANITA STAHMER
845 PEAR AVE
SUNNYVALE CA 94087

ERNEST E & JUDY M BRADFORD
4720 HIXON CIR
CARMICHAEL CA 95608-8024

DAVID F & CHRISTINE A MERCER
730 EDWARDO AVE
BEN LOMOND CA 95005-9406

EARNEST IRVINE
758 CHANNING AVE
PALO ALTO CA 94301

BONTI DAVID E CO TR & PATRICIA L CO TR
5713 ASHBROOK LN
ORANGEVALE CA 95662-5525

SUSAN M STINE
581 39TH ST
SACRAMENTO CA 95816-3934

GARY & IRENE WHITE
1505 PEPPERTREE CT
WEST SACRAMENTO CA 95691-

EVAN & LINNARD PALMER LUANNE PALMER
382 IRWIN ST
SAN RAFAEL CA 94901-5120

CURTIS L & LYNN M WEBB
105 COBB CT
FOLSOM CA 95630

ALDINGER SALLY L TR & 2004 REV TRUST
PO BOX 1279
HAYFORK CA 96041

RISMO & ALFIA RICCI
RON RICCI 3604 ARDEN CREEK
SACRAMENTO CA 95864

ALBERT LAUSCHE
PO BOX 878
ROUGH AND READY CA 95975

KENNETH & DELORES H ANDERSON
1501 SECRET RAVINE PKWY # 820
ROSEVILLE CA 95661-6008

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

DUBNER MARGUERITE TR & SURVIVORS TRUST
4412 STRIPED MAPLE CT
CONCORD CA 94521-4329

BEACHCOMBER INN VACATION & MEMBERSHIP ASSOC-TRUSTE
999 LAKEVIEW AVE
SOUTH LAKE TAHOE CA 96150-

CERESKE WILLIAM H JR CO TR & JEANETTE A CO TR
1193 S KINGFISHER WAY
BOISE ID 83709-1237

GOLDING GEORGIA M TR & FAM TRUST OF 5/29/97
PO BOX 563
SANTA MARGARITA CA 93453

RICHARD AHL & JG FOSTER
9275 APPLE RIDGE LN
SEBASTOPOL CA 95472-9623

TSAI MARGARET Y TR & TRUST 3/4/1992
43502 MODENA DR
TEMECULA CA 92592-9235

STERKEL DENNIS L TR & D L FAM REV TRUST
1343 BERWICK DR
MORRO BAY CA 93442-1809

GAINES MARY D TR & CREDIT TRUST 7/30/03
3502 SCHOONER DR
STOCKTON CA 95219-4566

TRENT M WALL
14868 GUADALUPE DR
RANCHO MURIETA CA 95683

DAVID & MARIA ISABEL PHILLIPS
4146 MARSTON LANE
SANTA CLARA CA 95054

DOMINIC & MCCREADY ROBERT A BROCATO
20430 SARATOGA LOS GATOS RD
SARATOGA CA 95070-5935

STEVE A & ANNE M SMITH
PO BOX 89
MONTARA CA 94037

SERIO AMIRI
11040 BOLLINGER CANYON RD
SAN RAMON CA 94582

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

COUNTY OF EL DORADO
360 FAIR LN
PLACERVILLE CA 95667

SOUTH LAKE TAHOE CITY OF
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

COUNTY OF EL DORADO
360 FAIR LN
PLACERVILLE CA 95667

COUNTY OF EL DORADO
360 FAIR LN
PLACERVILLE CA 95667

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

CITY OF SOUTH LAKE TAHOE
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

3135 HARRISON CA LLC
548 MARKET STREET #55801
SAN FRANCISCO CA 94104

RONALD S & JACQUELINE H WILLIAMS
2315 LUPINE TRL
SOUTH LAKE TAHOE CA 96150-

3135 HARRISON CA LLC
548 MARKET STREET #55801
SAN FRANCISCO CA 94104

3135 HARRISON CA LLC
548 MARKET STREET #55801
SAN FRANCISCO CA 94104

RONALD S & JACQUELINE H WILLIAMS
2315 LUPINE TRL
SOUTH LAKE TAHOE CA 96150-

TDL ENTERPRISES LLC
PO BOX 18834
SOUTH LAKE TAHOE CA 96151

TDL ENTERPRISES LLC
PO BOX 18834
SOUTH LAKE TAHOE CA 96151

MICHAEL S & LORI W MCKEEN
1120 EAST CT
SOUTH LAKE TAHOE CA 96150

MICHAEL S & LORI W MCKEEN
1120 EAST CT
SOUTH LAKE TAHOE CA 96150

JOHN N & JUDY A CEFALU
753 LAKEVIEW AVE
SOUTH LAKE TAHOE CA 96150-

JOHN N & JUDY A CEFALU
3100 NEVADA AVE
SOUTH LAKE TAHOE CA 96150-

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
144 N VERDUGO RD
GLENDALE CA 91206-3933

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
144 N VERDUGO RD
GLENDALE CA 91206-3933

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
16010 VALLEY VISTA BLVD
ENCINO CA 91436-3457

KAZEMI & BEHMARD ENTRPRS INC & CA CORP
144 N VERDUGO RD
GLENDALE CA 91206-3933

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT RD
SOUTH LAKE TAHOE CA 96150-

THE PRESS PROJECT CA LLC
3079 HARRISON AVE STE 12
SOUTH LAKE TAHOE CA 96150

MICHAEL S & LORI W MCKEEN
1120 EAST CT
SOUTH LAKE TAHOE CA 96150

OAKLAND HILLS TENNIS CLUB, INC
5475 REDWOOD RD
OAKLAND CA 94619

DARREN COBRAE
966 MODESTO AVE
SOUTH LAKE TAHOE CA 96150

CALI COFFEE CA LLC
1509 WALKUP RD
SOUTH LAKE TAHOE CA 96150-

AL TAHOE CO
ADDRESS UNKNOWN
ADDRESS

MARKLEY L & MCMAHON MALL ATT DEBORAH MARY MALLATT
PO BOX 17074
SOUTH LAKE TAHOE CA 96151

GENASCI PATRICIA D SURV TR & REV TRUST OF 9/24/98
973 LOS ANGELES AVE
SOUTH LAKE TAHOE CA 96150-

JOHN LEWIS & GAYLE WANZER
3043 HARRISON AVE APT B
SOUTH LAKE TAHOE CA 96150-

GABRIEL & LE TRANG BENEDEK
755 MORSE ST
SAN JOSE CA 95126

CARL F & ROSEMARY VIRGINIA GEORGE
PO BOX 1024
GRASS VALLEY CA 95945

ROSENBAUM DAVID H II TR & DAVID H II RV TRUST
6705 GLEN SPRINGS CT
LOUISVILLE KY 40222

ERF ENTERPRISES LLC
1473 RIFLE RANGE RD
EL CERRITO CA 94530-2506

ERF ENTERPRISES LLC
1473 RIFLE RANGE RD
EL CERRITO CA 94530

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

SOUTH LAKE TAHOE CITY OF
1052 TATA LN
SOUTH LAKE TAHOE CA 96150

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

ESOTERIC HOLDINGS TX LTD PTNSP
PO BOX 171077
ARLINGTON TX 76003

AZURE TAHOE RESORTS CA LLC
3300 LAKE TAHOE BLVD
SOUTH LAKE TAHOE CA 96150

JOHN L MARTINEZ
486 PEAR AVE APT 102
VENTURA CA 93004

CRAIG R GRASTEIT
PO BOX 13164
SOUTH LAKE TAHOE CA 96156

WIBLE PATRICIA BARTOLI
42710 42ND STREET WEST
LANCASTER CA 93536

SILVA M & JAMES E LORRIE MARCEAU 178 BAYLINE CIR
FOLSOM CA 95630-8075

VINCENT CHARLES & PAMELA D BONOTTO
3406 TWIN OAKS DR
NAPA CA 94558-5228

GIUFFRA CHARLES E TR & FAM TRUST
3957 E PELTIER RD
ACAMPO CA 95220-9539

WILLIAM H & RHONDA L CRIVELLI
7160 GRANDVILLE AVE
DOS PALOS CA 93620-9473

ERIC D HOLDEN
1092 CRAIG AVE
SOUTH LAKE TAHOE CA 96150

RICHARD & KATHLEEN DENISON
PO BOX 128
DUNNIGAN CA 95937

FRANK A & CAROLYN J YARWASKY
1229 SPRINGTIME DR
GARDNERVILLE NV 89460-9602

WILLIAM DAVID ORR
PO BOX 562907
SOUTH LAKE TAHOE CA 96156

LUIS M GARCIA
1071 CRAIG AVE
SOUTH LAKE TAHOE CA 96150

JAMES E & JAMES E ROGERS
2736 MISSION AVE
CARMICHAEL CA 95608

ALLISON JONES
1081 CRAIG AVENUE
SOUTH LAKE TAHOE CA 96150

RUGENE BENTZ
6343 LANDMARK RD
STOCKTON CA 95215

BENTZ/IVERS MARGO TR & M REV TRUST
4750 LAGORIO RD
STOCKTON CA 95215-1811

STACY WAGGONER
5590 SAUNDERS AVE
LOOMIS CA 95650

STACY LYNN WAGGONER
5590 SAUNDERS AVE
LOOMIS CA 95650

STEVEN LANE BREWSTER
PO BOX 796
SOUTH LAKE TAHOE CA 96156

DOG BLUE PROPERTIES CA LLC
4901 PARK RD
BENICIA CA 94510

DAVID C & ANN MARIE FAIRES
2017 RICHMOND ST
SACRAMENTO CA 95825-0433

BRUCE L & LINDA M VOGT
403 LIGHTHOUSE AVE
PACIFIC GROVE CA 93950-2814

BAILEY FLOOD
51 CALDWELL PL APT 3
SPRINGFIELD NJ 07081

CAROL LYNNE & TERESSA LYNNE BENNIS
1620 10TH ST
MINDEN NV 89423

GEORGE DOUGLAS & CATH ERINE CARDINALE BROWN
PO BOX 16456
SOUTH LAKE TAHOE CA 96151

DAVID A & LITTLEJOHN J OCELYN TEN EYCK ROMERO
3531 J ST
SACRAMENTO CA 95816-5423

CRAIG S & FRIDLAND VALERIE M DENNEY
2760 STARR MEADOWS LOOP
RENO NV 89519-7357

DIANE B & RICHARD A HOLMAN
266 KING ST
REDWOOD CITY CA 94062-1942

CONNLEY N & ROBIN CLAYTON
PO BOX 24
EL NIDO CA 95317

PATRICK & CONSTANCE M RUSH
3909 EDGEVALE CT
FAIR OAKS CA 95628

BEBOUT ALEXANDER J JR TR & A J JR LIV REV TRUST
1120 CRAIG AVE
SOUTH LAKE TAHOE CA 96150-

PEGGY GILMAN
6252 CHESAPEAKE CIR
STOCKTON CA 95219

GILBERT G & LYNNA ALVARADO
668 MISTY RIDGE CIR
FOLSOM CA 95630

JAN P & DIANE L BLACK
35001 GRAPE AVE
YUCAIPA CA 92399-2937

WENDY DIANE CANTFIL
15631 SW 12TH ST
PEMBROKE PINES FL 33027-2238

HUGH & ANNE DOHERTY
PO BOX 2800
EL GRANADA CA 94018

WILLIAM WARREN WIESENFELD
1420 CURCI DR UNIT 412
SAN JOSE CA 95126-3983

SMITH JUDITH M TR & REV TRUST OF 6/28/1999
1356 SAN CLEMENTE WAY
SACRAMENTO CA 95831-2866

CHARLES A & PATRICIA A SALLE
2343 MAXIMILIAN DR
CAMPBELL CA 95008-3817

LAURIE & JANINE LANGFORD
20 DUFFY CT
PLEASANT HILL CA 94523-1708

WARREN Y & ARDEN L CHIN
2723 WESTGATE AVE
SAN JOSE CA 95125-4123

KIMBERLY & JOSE LUIZ MUNGUIA
9690 STABLEGATE RD
WILTON CA 95693-9216

RHONDA R & MARK S DOBSON
2225 MORRO DR
SOUTH LAKE TAHOE CA 96150-

DENNIS K & JENNIFER C NG
752 HOLBROOK PL
SUNNYVALE CA 94087-1802

RICHARD STANLEY & MAUREEN MCEVOY WILLIAMS
18396 PURDUE DR
SARATOGA CA 95070-4713

STUART & DIANA ROBERSON
438 CAPRI DR
SOUTH LAKE TAHOE CA 96150

WARREN A JONES
3985 MCKINLEY BLVD
SACRAMENTO CA 95819

RICHARD R HAMILTON
PO BOX 445
RIO VISTA CA 94571

MARLA HANDSAKER-TURK
1142 JUNIPER AVE
SOUTH LAKE TAHOE CA 96150

TERRY R & LYLA K SPEARS
237 E GLASGOW AVE
STOCKTON CA 95210

LAURENCE A REID
11769 LAKESORE SOUTH
AUBURN CA 95602

CHALPIN GREGORY C TR & TRUST OF 10/20/1998
4413 NORTH PARK DR
SACRAMENTO CA 95821-4301

CHAD EVAN & KYMBERLEE ANNETTE WILKINSON
PO BOX 1684
PLACERVILLE CA 95667

DANIELLE MAGRUDER
1210 MALCOLM DIXON RD
EL DORADO HILLS CA 95762

ARINDAM & BISWAS SATHI SEN
1143 CRAIG AVENUE
SOUTH LAKE TAHOE CA 96150

PATRICK & GILBOY CHERILYN HAVEN
PO BOX 592
KENTFIELD CA 94904

SERVANDO & HENDERSON NICHOLE CUELLAR
1702 GROVE ST #2
SAN FRANCISCO CA 94117

CHARLOTTE P ARMLIN
2758 BENT TREE CT
FAIRFIELD CA 94534

JODIE L TAYLOR
1147 CRAIG AVE
SOUTH LAKE TAHOE CA 96150

HORACE & EMILY HILL RUSSO
2994 COLTON RD
PEBBLE BEACH CA 93953-2943

WILLIAM BATKIN
3305 TREEHAVEN DR #1
SOUTH LAKE TAHOE CA 96150

WILLIAM BATKIN
3305 TREEHAVEN DRIVE #1
SOUTH LAKE TAHOE CA 96150

SANO D CHRISTOPHER
3305 TREEHAVEN DR #3
SOUTH LAKE TAHOE CA 96150

NOTICE OF A PUBLIC HEARING
CITY OF SOUTH LAKE TAHOE CITY COUNCIL MEETING

NOTICE IS HEREBY GIVEN that in accordance with Sections 65090 and 65091 (Planning and Zoning Law) of the Government Code: the City of South Lake Tahoe City Council will conduct a public hearing on January 4, 2022 at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, 1901 Lisa Maloff Way, South Lake Tahoe Airport, to consider the following

Ordinance – Bijou/Al Tahoe Community Plan Amendments to allow additional height up to 42 feet, with no minimum cross slope or roof pitch requirements for public and quasi-public facilities located in the 56-acres project area (First Reading)

Summary: The City of South Lake City Council will be considering the Initial Study/Negative Declaration and adoption of the Bijou/ Al Tahoe Community Plan Amendments (John Hitchcock, jhitchcock@cityofslt.us,530.542.7472)

All interested persons are invited to attend and speak on the project or may send their comments to the City Council at PublicComment@cityofslt.us. Pursuant to Government Code Section 65009(b)(2), if you challenge the application in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. Any written correspondences should be directed to the South Lake Tahoe City Council, 1052 Tata Lane, South Lake Tahoe, CA 96150. Staff reports will be available three days prior to the hearing and can be downloaded from the City of South Lake Tahoe website (https://www.cityofslt.us/84/Watch-City-CouncilPlanning-Commission-Me). For any questio ise contact the s ner listed above.

408

Published: December 17, 2021

Ordinance 2022-XX

Adopted by the City of South Lake Tahoe City Council

January 18, 2022

Amending the Bijou/Al Tahoe Community Plan

BACKGROUND

A. The Bijou/Al Tahoe Community Plan/Specific Plan was adopted by the City of South Lake Tahoe City Council 1995.

B. Pursuant to California Government Code Section 65453, a specific plan may be prepared and adopted by resolution or by ordinance and may be amended as often as deemed necessary by the legislative body.

C. The proposed amendment would the community plan standards to allow up to 42 of height, with no minimum cross slope or roof pitch requirements for public and quasi-public facilities located within the 56-acres project area.

D. The purpose of the proposed amendment is to encourage energy efficient and sustainable redevopment in the 56-acres project area for large public or quasi-public facilities that typically require sheds roofs based on their large size. Additonal height and lower roof pitch will reduce energy consumption and operational costs to ensure long-term sustainability

E. In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15070, the City of South Lake Tahoe has prepared and circulated an Initial Study/Negative Declaration (IS/ND) for the Bijou/Al Tahoe Community Plan Amendments. The public comment period began on October 22, 2001 and ended on October 27, 2021.

F. On December 16, 2021, the Planning Commission held a duly noticed public hearing, took public comments on the proposed amendment, considered all the evidence in the record, and adopted Resolution 2021-18 recommending that the City Council adopt the IS/ND pursuant to CEQA, determine that the Project would

not have a significant effect on the environment and that the City Council adopt the Bijou/Al Tahoe Community Plan Amendments.

G. The City of South Lake Tahoe, as the lead agency, has determined that there is no substantial evidence that the adoption of the Bijou/Al Tahoe Community Plan Amendments would result in a significant effect on the environment.

Now, Therefore, the City Council of the City of South Lake Tahoe does ordain as follows:

SECTION 1 The Bijou/Al Tahoe Community Plan is hereby amended as designated in Exhibit 1 attached hereto and incorporated by reference.

SECTION 2 If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction; such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3 The City Clerk is directed to certify this ordinance and cause it to be published in the manner required by law.

SECTION 4 This ordinance shall become effective thirty (30) days after the date of its adoption.

Adopted by the City of South Lake Tahoe City Council on January 18, 2021 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____
Devin Middlebrook, Mayor

Attest:

_____
Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is true and correct copy as approved by the South Lake Tahoe City Council.

First Reading: January 4, 2022
Published:TBD
Second Reading: January 18, 2022
Effective: February 17, 2022

EXHIBIT 1

Amendment is blue and underlined. Language that would be deleted is red and is struck through. No other changes to the TCAP are proposed.

SECTION TWO – PUBLIC SERVICE/RECREATION THEME

DISTRICTS	MAP AND USE MATRIX IDENTIFICATION
Town Center	4
A. PERMITTED USES	Refer to use matrix for district uses.
B. HEIGHT	
Standard	Refer to TRPA Code of Ordinances Chapter 37.
Special Std.	The following shall apply to Lake Tahoe Community College property: Lake Tahoe Community College and Lake Tahoe Unified School District properties: Height issues for these sites shall be addressed by TRPA on an individual project basis, and may be in excess of Chapter 37 based on project setback, visibility, or other design criteria. El Dorado County and City properties located in 56-Acre project area: For public and quasi-public owned buildings, the maximum height permitted is 42 feet, with no minimum cross slope or roof pitch requirements, provided TRPA makes Findings 1, Finding 3, Finding 4, Finding 5, Finding 7, and Finding 8 of Section 37.7.
C. BULK	
Standard	Refer to Redevelopment Design Element, Sections 1 and 2
D. COVERAGE	
Standard	Refer to TRPA Code of Ordinances Chapters 30.
E. SETBACKS	
Standard	Refer to City Wide Design Manual Section 3 of Chapter 1 & 2.

Special Std.	In addition to the City Wide Design Manual, the following shall apply to specific properties located with the Town Center District, including: The vacant 7.5 acre parcel north of Al Tahoe and west of Johnson Boulevard (Adjacent to the existing El Dorado County Government Center) shall required a minimum of a 50' setback from Johnson Boulevard and an increased interior sideyard setback of 20' in that area of the property adjoining the residentially developed district. The vacant 12 acre parcel, north of Al Tahoe and east of Johnson Boulevard (adjacent to Bijou Community Park) shall require a minimum of a 50' setback from Johnson Boulevard for development. Development on the Lake Tahoe Community College property shall have a minimum setback of 50' from Al Tahoe Boulevard.
F. SITE DESIGN	
Standard	Refer to City Wide Design Manual, Section 2, Chapters 1 & 2
Special Std.	In addition to the City Wide Design Manual, the following standards shall apply to the entire Town Center: 1. A natural forest setting shall be preserved by designing projects that maintain the maximum number of trees, shrubs, boulders, and other natural amenities at a project site. Landscaping shall be designed to blend with the native surroundings, including trees, shrubs, ground covers and flowers. 2. Sidewalks shall connect all buildings within project area.
G. ARCHITECTURAL TREATMENT	
Standard	Refer to City Wide Design Standards, Section 2 of Chapters 1 & 2 and City Lighting Standards.
Special Std.	In addition to the City Design Standards, the following standards shall apply: 3. Buildings shall be designed with interest (no box forms, variations in elevation, etc.) and shall incorporate architectural features which blend with the surrounding buildings.

4. Wood siding or natural appearing siding shall be used on the exterior of all remodeled newly constructed buildings.
5. Roofs shall have a minimum pitch of ~~7~~5:12 and a maximum roof pitch of 12:12. Roofs may have a minimum pitch of 0:12 on public and quasi-public owned buildings within El Dorado County and City Properties located in 56-Acres project area.
6. Real stone shall be incorporated into the building design. Manufactured stone may be used on a project only if the applicant demonstrates the application of the stone will appear "real."
7. All projects shall incorporate days use amenities, including; outdoor furniture, bicycle racks and trash receptacles.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 10.

Agenda Item: State and Local Fiscal Recovery Funds (SLFRF) Appropriation for American Rescue Plan Act (ARPA) Capital Projects

Executive Summary: On August 17, 2021 City Council discussed the results of a community survey representing a variety of projects and programs to assist the city in providing economic assistance from the negative impacts of the Covid-19 pandemic. The list of projects included among others; the renovations to the existing City skate park and Improvements to the City's paved bike trail network. The action contemplated herein is the appropriation of SLFRF funds for three projects: the renovations of the existing city Skate Park, improvements to the city's bike trail network, and preliminary planning for the Greenway Phase 1C Bicycle Trail Project.

The budget appropriation and assignment of capital improvement fund account numbers will allow staff to initiate the projects.

Requested Action / Suggested Motions: Pass a Resolution appropriating SLFRF funds in the amount of $250,000 for the proposed renovations to the City's skate park; $50,000 for proposed improvements to the City's paved bike trail network; and $200,000 towards the preliminary planning of the Greenway Phase 1C Bicycle Trail Project.
Responsible Staff Member: Jim Marino, Capital Improvements Projects Manager

Responsible Staff Member: Jim Marino, Capital Improvements Projects Manager (530) 542-6027

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report ARPA Funds.docx
02-Resolution-ARPA Fund Appropriation.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 4, 2022

Title: State and Local Fiscal Recovery Funds (SLFRF) Appropriation for American Rescue Plan Act (ARPA) Capital Projects

Location: Bijou Community Park and Various Bike Trail Locations Citywide

Responsible Staff Member: Jim Marino, Capital Improvements Projects Manager (530) 542-6027

Background: On March 11, 2021 the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 in the efforts to contain impacts on communities, residents, and businesses.

On August 17, 2021 City Council discussed the results of a community survey representing a variety of projects and programs to assist the city in providing economic assistance from the negative impacts of the Covid-19 pandemic. The list of projects included among others; the renovations to the existing City Skate Park and Improvements to the City's paved bike trail network.

Issue and Discussion: The action contemplated herein is the formal budget appropriation of SLFRF funds for three projects; the renovations of the existing city Skate Park, improvements to the city's bike trail network, and preliminary planning of the Greenway Phase 1C Bicycle Trail Project.

The proposed skate park project proposes to renovate, change or improve features, and upgrade the existing facility. Also contemplated, is the design and construction of a minor to moderate expansion of the facilities. In an effort to maximize scope, staff will attempt to leverage the SLFRF funds with appropriate grant opportunities if available. It must be noted however, that ARPA funds may not be used as non-Federal Match for other Federal Programs (Interim Final Rule p.86). Staff will also partner with local representatives of the skateboard community to assist with design, and if possible, create a public/private partnership similar to the effort on the city's bike park. The final design and scope of the project will be contingent upon the final appropriated budget.

Improvements to the City's bike trail network contemplate various on-trail improvements such as bike racks, repair stands, wayfinding signage, enhanced striping, and safety improvements. The funds will also be used for planning efforts to enhance and/or further the development of new trails listed as priorities for the region's transportation network such as the Greenway Trail Phase 1C Project.

Financial Implications: The SLFRF funding is subject to the requirements specified in the Interim Final Rule adopted by Treasury, which describes whether a program, project, or services is an eligible use.

Prohibited uses clearly outlined in Treasury guidance include:

- Deposits to Reserves or Rainy-Day Funds
- Deposits to Pension Funds for unfunded liabilities (current service costs may be eligible)
- Debt Service Payments
- Offset to tax cuts caused by a change in local law.

Outside of these restrictions, the City has substantial discretion to use the funds in ways that best suit the needs of the community – as long as the use fits into one of the following four statutory categories:

A. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
B. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
C. For the provision of government services to the extent of the reduction in revenue ("revenue loss") due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
D. To make necessary investments in water, sewer, or broadband infrastructure.

Within the allowable statutory categories above, Category A suffices for the use of the funds under US Department of Treasury Expenditure Categories (Appendix A Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities) listed below:

2. Negative Economic Impacts
2.11 Aid to Tourism, Travel, or Hospitality
3. Services to Disproportionately Impacted Communities
*3.9 Healthy Childhood Environments: Other**

The attached Resolution (Attachment 02) details the budget appropriation as outlined below:

- $250,000 SLFRF funds to support the design and construction of Skate Park Renovations; and
- $50,000 SLFRF funds to support the purchase and installation of various bike trail improvements; and
- $200,000 SLFRF funds to support the preliminary planning efforts for the Greenway Phase 1C Bike Trail Project.

Capital Improvement accounts (301 funds) will need to be developed for the budget appropriations and project development.

Environmental Considerations: The appropriation of funds for the above mentioned projects are Categorically Excluded from the California Environmental Quality Act (CEQA) under Section 15301 of the CEQA Guidelines. Section 15301 exempts the operation, maintenance, repair or minor alteration of existing public facilities.

The Greenway Trail Phase 1C will require CEQA analysis which will be included in the scope of work during the development of design documents at a later date.

Policy Implications: There are no anticipated policy implications with the funding, development, and implementation of the projects listed above.

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

January 4, 2022

Authorizing $500,000 of American Rescue Plan Act (ARPA) funds for use toward Capital Improvement Projects

BACKGROUND

A. The American Rescue Plan Act (ARPA) (Public Law No. 117-2) was signed into law by the President of the United States on March 11, 2021.

B. The Act appropriated Coronavirus State and Local Fiscal Recovery Funds for allocation by the U.S. Department of the Treasury to states, counties, metropolitan cities, and small cities with population under 50,000 (referred to as non-entitlement units of local government).

C. On June 15, 2021 the City Council adopted Resolution 2021-052 establishing the special fund "Local Fiscal Recovery Fund" and authorizing the Director of Finance to accept all funds received under the American Rescue Plan Act and deposit them in the Local Fiscal Recovery Fund.

D. On August 17, 2021 the City Council considered a list of potential projects for ARPA funding and the Improvements to the City's Skate Park and Bike Trail Network was chosen by City Council as viable uses of ARPA funding and directed staff to move forward in developing and implementing the projects.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Finds that the improvements to the City's skate park, various improvements to the City's bike trail network, and the preliminary planning study for the proposed Greenway Bike Trail Phase 1C are suitable uses of ARPA funds under the statutory category A, to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
2. Authorizes the establishment of capital improvement project fund accounts (301) for:
    a. Renovations and improvements to the city's existing skate park ($250,000)
    b. Various improvements to the city's existing paved bike trail network ($50,000)
    c. Preliminary planning and studies for the Greenway Phase 1C Bike Trail Project ($200,000)
3. Appropriates ARPA (SLFRF) funds base on the approved use as follows:

Fund/Account	Description	Revenue (Increase) Decrease	Expense Increase (Decrease)
264-01952-33132	Appropriate Funds into ARPA Revenue Account	(500,000)	
264-01952-XXX	Transfer out to CIP		500,000
301-XXXXX-36375	Transfer in from ARPA (264)	(500,000)	
301-60075-48030	Skate Park Renovations		(250,000)
301-50041-48030	Paved Bike Trail Improvements		(50,000)
301-50041-42020	Greenway Trail Phase 1C		(200,000)

Adopted by the City of South Lake Tahoe City Council on January 4, 2022 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 11.

Agenda Item: Purchase of Vehicles and Equipment to Support Department of Public Works Streets Operations

Executive Summary: Receive TRPA funds, and proceeds from sale of surplus equipment to fund the purchase of one (1) Elgin Street Sweeper. Utilize approved FY 21_22 budget appropriations to purchase one (1) Asphalt Patch Truck, and one (1) Loader Mounted Asphalt Zipper for the streets maintenance division.

Requested Action / Suggested Motions: (1) Pass a Resolution accepting and appropriating $150,000 of Tahoe Regional Planning Agency Air Quality & Water Mitigation Funding and appropriating $140,410 in proceeds from the Sale of Surplus Vehicles & Equipment; and (2) Pass a Motion authorizing the purchase of (1) Asphalt Patch Truck for $265,372.91, (1) Loader Mounted Asphalt Zipper for $222,953, and (1) Street Sweeper for $288,390.90 via cooperative purchasing agreements from fund 210 (Vehicle Replacement).
Responsible Staff Members: Jim Marino, Capital Improvements Project Manager and Phil Harwood, Fleet Services Manager

Responsible Staff Member: Jim Marino, Capital Improvements Project Manager (530) 542-6027 and; Phil Harwood, Fleet Services Manager (530) 542-6086

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report Street Operations Vehicles and Equipment Purchase.docx
02-Resolution Street Operations Vehicle and Equipment Purchase.docx
03-Vehicle Descriptions Quotes and Contracts.pdf
04-Zero Emission Sweeper M4ZE Data Sheet Final.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 4, 2022

Title: **Purchase of Vehicles and Equipment for the Department of Public Works Operations Divisions**

Location: Citywide

Responsible Staff Member(s): Jim Marino, Capital Improvements Project Manager (530) 542-6027; Phil Harwood, Fleet Supervisor (530) 542-6086.

Background: City Council formally adopted the FY 21_22 annual budget at the August 17, 2021 City Council meeting. Within the budget adoption was the appropriation to purchase several vehicles and pieces of equipment for the Department of Public Works Streets Division.

The approved action transferred $500,000 in Measure S funds for the purchase of:

(1) Asphalt Zipper Loader Attachment
(1) Asphalt Patcher Truck

Issue and Discussion: The two pieces of equipment listed above were sourced through cooperative purchasing agreements with the respective manufacturers/dealers. The financial Implications section below outlines the purchase cost, and fund source. Attachment 03 details the agreements.

Subsequent to the annual budget adoption for the above-mentioned equipment, a street sweeper that the division utilizes suffered catastrophic failure. The mechanical failure of the nearly 14 year old unit resulted in the division renting a replacement unit to perform the required sweeping operations. Realizing the immediate need to order a new sweeper, staff worked towards funding the purchase without the use of undesignated general funds. Staff successfully petitioned the Tahoe Regional Planning Agency (TRPA) to utilize $150,000 in Air Quality and Water Quality Mitigation Funds available to the City. In addition, staff recommended the use of $140,410 in funds derived from surplus city equipment auction proceeds. The combination of the TRPA funds, and the auction proceeds is enough to fund the sweeper cost of $288,390.90.

Financial Implications: The purchase of the vehicles and equipment will be secured through Fund 210 (Vehicle Replacement) and as such, no additional general funds are required. *Table A* below details the expenditures and fund information. The attached resolution (Attachment 02) details the receipt and appropriation of the TRPA Mitigation funds and Surplus Equipment Proceeds into Fund 210 to support the purchases.

Fund Balance – Pre-purchase	**Existing**	**New Appropriation**
Fund 21003010 – 46130 Existing Balance*	$499,117.29	
Revenue Code 33311 AQ Mitigation		+ $75,000
Revenue Code 33312 WQ Mitigation		+ $75,000
Revenue Code 36220 Sale of Real Property		+ $140,410
Amended Fund Total		**$789,527.29**

**As of 12-8-21*

Fund Balance – Post Purchase	Cooperative Purchase Contract #	Expense
Patch Truck & Box	NJPA 052417-PBL	$265,372.91
Asphalt Zipper Loader Attachment	H-GAC 20-00858	$222,954.00
Elgin Street Sweeper	NJPA 122017-FSC	$288,390.90
	Expense Total	**$776,717.81**
Fund 210 Post Expense Balance		
	Fund 210 Balance	**$12,809.48**

Table A – Fund balance before/after expenses

Environmental Considerations: This purchase is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies).

Policy Implications: Strategy EV-2 in the Climate Action Plan adopted by City Council on October 20, 2020, states that the city will "convert public agency fleets to EVs [electric vehicles] or alternative fuels."

Staff researched options and availability of Electric Vehicles for supply of the vehicles and equipment contemplated herein. At the time of this report, no compatible EV options existed for the patch truck or zipper attachment. However, one EV option exists for the Sweeper. Staff contacted the manufacturer for information for the Global Environmental Products M4ZE sweeper (see attachment 04 for information).

The M4ZE Sweeper is the first Zero Emission production model sweeper in the United States but in conversation with the manufacturer there were only two currently placed in municipal operation (New York City). The cost of the EV option is estimated to be $669,337 with tax which is over 2.3 times the cost of the internal combustion engine option recommended herein. In addition, staff researched federal monetary incentives for the sweeper, and the most the city could obtain would be approximately $6,000. This vehicle is not listed in the California HVIP Eligible Vehicle list for point-of-sale discount.

California's Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) plays a crucial role in the deployment of zero-emission and near-zero-emission technologies. HVIP accelerates commercialization by providing point-of-sale vouchers to make advanced vehicles more affordable. The current list of eligible vehicles for point-of-sale incentives can be found here: https://californiahvip.org/vehiclecatalog/

Presently, staff does not recommend the purchase of the EV option due to the cost, ineligibility of HVIP incentives, manufacturing schedule, and minimal data on successful use in a municipal operation.

Note: all internal combustion vehicles and equipment contemplated for purchase herein will meet the California Air Resources Board (CARB) Tier 4 requirements.

The purchase of the vehicles contemplated herein will be via Cooperative Purchasing Contracts as shown in *Table A* and detailed in *Attachment 03*.

City Code Section 3.45.090 allows for Cooperative Purchasing: *"Where another governmental agency performs a solicitation and/or bid process for the city and/or multiple agencies or jurisdictions, and where the purchase of materials, supplies and equipment is based on an agreement or cooperative purchasing program pursuant to authority granted by statute or ordinance, pursuant to contractual arrangement between the city and said governmental agency, or pursuant to a determination by the city manager that the governmental agency conducted a competitive bidding process, the city may purchase materials, supplies and equipment based upon the governmental agency's solicitation and/or bid process without complying with the bidding requirements of this chapter. (Ord. 1069 § 1 (Exh. A); Ord. 1109 § 1 (Exh. A). Code 1997 § 22-8)".*

Resolution 2022-XXX

Adopted by the City of South Lake Tahoe
City Council

January 4, 2022

Accept and Appropriate TRPA Air Quality & Water Mitigation Funding ($150,000); and Receive and Appropriate Proceeds from the Sale of Surplus Vehicles & Equipment ($140,410)

BACKGROUND

A. The Tahoe Regional Planning Agency (TRPA) administers the collection and distribution of Air Quality and Water Quality Mitigation Funding for qualifying environmental improvement projects.

B. Public Works identified the replacement of a Street Sweeper as a priority project.

C. The vehicle contemplated for replacement is 14 years old and has suffered catastrophic mechanical failure.

D. The City requested $75,000 of Air Quality Mitigation Funds, and $75,000 in Water Quality Funds from TRPA for support of the purchase of the new vehicle.

E. The TRPA Governing Board approved the City's request for $150,000 of TRPA Air Quality and Water Quality Mitigation Funds at the November 17, 2021 Governing Board meeting.

F. On October 12, 2021 the city held public auction of surplus vehicles in which the city generated $140,410 in proceeds.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Accepts $75,000 of TRPA Air Quality Mitigation Funds, and $75,000 in TRPA Water Quality Mitigation Funds.
2. Receives $140,410 in proceeds from the sale of surplus vehicles and equipment.
3. Appropriates the above-mentioned funds to Vehicle Replacement Fund 210 for the purpose of purchasing one Elgin Street Sweeper as follows:

Fund/Account	Description	Revenue (Increase)/Decrease	Expense Increase/(Decrease)
210-03010-36220	Appropriate funds for auction sale proceeds	(140,410)	
210-03010-33311	Appropriate Funds for TRPA AQ Mitigation	(75,000)	
210-03010-33312	Appropriate Funds for TRPS WQ Mitigation	(75,000)	
210-03010-46130	Increase Vehicles purchase budget for additional revenue		290,410

Adopted by the City of South Lake Tahoe City Council on January 4, 2022 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Devin Middlebrook, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Asphalt Zipper Model 480XI-260 reclaimer



Asphalt Zipper

Proposal

#

The Most Economical Way to Repair Roads Long Term

831 East 340 South, American Fork, Utah 84003 tel: (801) 847-3200 fax: (801) 847-3250

Today's Date: **8/18/2021**

City of South Lake Tahoe

Expires: **12/31/2021**

Proposal good to end of 2021

Factory Rep: Ken Follett

Field Rep: Jason Paas

Machine Description	Qty	Price	Total +
2021 480Xi-260H Reclaimer / Stabilizer (48-inch / 1.2 m) "Hot Rod" • Cummins® 260 HP Intercooled Turbo Diesel Engine - Tier 4 (Gen 2) Performance • Magnum Duty Fairfield® Planetary Gear Box • Pulverize up to 12-inch (300 mm) thick asphalt • On-board Active Hydraulic Top-Hatch, Depth Control and Material Handling • Spray System with Interchangeable Nozzles • Dual-Frame ZipTec™ Enhanced Pulverizing System (PATENTED) - Integrated • Wireless Remote Control, Extra Bits, Blocks & Service Tools • Includes Operation Manuals and Training at Your Location	1	$ 218,900.00	$ 218,900.00 HGAC Pricing
• **Z-PRO™ X 48-inch (1.2 m) Cutter Head** . . . . . INSTALLED		Included	
• **VersaMount™ Universal Bucket Mount w/Active Hydraulic Clamps**		Included	
• **Custom Trailer (US)** . . . . . **3" Pintle Hitch**		Included	
• **300 Gallon (Hitch Mount) Water Supply System**		Included	
• **2-YEAR WARRANTY (Includes upgraded 1-Year extension) - Unlimited Hours**		Included	
Options	**Qty**		
• Starter Kit with extra full set of bits, belts, filters, planetary fluid and a grease gun	1	$ 3,570.00	$ **3,570.00**
		Subtotal:	$ **222,470.00**
Helping America Get Back to Work "NEW 2021" Machine Discounted to 2019 Pricing (CREDIT)		$ (9,385.00)	$ **(9,385.00)**
Helping America Get Back to Work "GOT YOUR BACK" 2X Warranty & Starter Package (CREDIT)		$ (8,070.00)	$ **(8,070.00)**
		Total Credits:	$ **(17,455.00)**
Proposal notes		Freight:	$ -
		Subtotal:	$ **205,015.00**
		Plus Applicable Sales Tax:	TBD
3.75% # # **Estimated annual payment with 5-year municipal program**		**TOTAL:**	$ **205,015.00**

Tax # 17938.82

222,954

*Order Deposit:

Customer Signature: _____ **Date:** _____

Signature indicates acceptance of this Proposal/Invoice based on satisfactory performance of the Asphalt Zipper Machine

Terms and Conditions: This proposal is a preliminary estimate; all prices are in US Dollars. Final sales price subject to approval by Asphalt Zipper accounting. Price does NOT include sales tax or GST(Canada); applicable sales tax or GST will be added to final invoice. Machine availability and specifications are subject to change at anytime by Asphalt Zipper. *A Deposit is required for all Orders. All returns and cancelled custom orders are subject to a 20% restocking fee plus any freight charges.

DocuSign Envelope ID: A18AC9FE-02FE-4F93-8AA8-306F08D323A5

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Asphalt Zipper, Inc., hereinafter referred to as the Contractor, having its principal place of business at 310 West 700 South, Pleasant Grove, UT 84062.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

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off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Asphalt Zipper, Inc.

Signature Terry Hansen
598511AD4AC144E...

Name Terry Hansen

Title President & CEO

Date 10/6/2020

H-GAC

DocuSigned by:
Signature
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/8/2020

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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Attachment A
Asphalt Zipper, Inc.
Street Maintenance Equipment
Contract No. SM10-20

H-GAC Product Code	Item Description	Offered Priced
SM2001A	Asphalt Zipper Asphalt Milling/Planing/Reclaiming Machine Pricing Catalog/Price Sheet Effective 4/22/2020	3%

2021 PB PATCHER TRUCK



QUOTATION
NO. 10894R

CITY OF SOUTH LAKE TAHOE
1700 D ST
SOUTH LAKE TAHOE, CA 96150-6227
SOURCEWELL MEMBER ID # 19333

DATE: 12/10/2021
TERMS: NET 30
F.O.B: FRESNO
MFG PRODUCT: SEE BELOW
INSTALL: SEE BELOW

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER CONTRACT NO. 052417-PBL		
		SOURCEWELL CONTRACT - LISTED PRICES		
		PATCHER BOX & ACCESSORIES		
1	51535-00	MODEL B-5 (5 CUBIC YARD CAPACITY) ABOVE MODEL EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, MODEL 316 SHOVELING APRON, NTEA CLASS 50 HOIST, HAND TORCH, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK		$82,634.00
1	50630-01	ELECTRIC HEATING SYSTEM - 220V - 6KW		$2,922.00
1	7065-50	50' POWER CABLE 220 VOLT		$748.00
1	50560-00	SOLVENT PUMP & WAND		$1,330.00
1	5978-00	AIR BLOW GUN W/ 25' HOSE		$1,612.00
1	50635-00	CAB CONTROLS (TOP LIDS)		$636.00
1	6024-00	THERMOMETER 0-300		$216.00
1	7000-20	TOOL BASKET		$614.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR SOLVENT		$460.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR TORCH		$460.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR AIR		$460.00
1	5438-00	HOSE REEL - 1/2" X 25' FOR EMULSION		$518.00
1	7000-36	TOOL BOX 36"		$966.00
1	2120-00	DUAL ASPHALT LUTE HOLDER - BRKT		$166.00
2	7300-00	FRONT BUMPER CONE HOLDER (MALE)	$162.00	$324.00
1	8200-00	HITCH PLATE W/ D-RINGS W/ 7 WIRE SOCKET		$1,261.00
1	7050-30	45 TON PINTLE (PREMIER 580J) W/O AIR		$655.00
		AIR COMPRESSOR & EQUIPMENT		
1	7700-00	VANAIR 160 CFM (100 PSI) UNDERDECK AIR COMPRESSOR		$18,702.00
1	7020-40	AIR HAMMER APT 60# W/ ASPHALT CUTTER AND TAMPER PAD		$2,154.00
1	7024-01	LOCKABLE HAMMER HANGER		$321.00
		COMPACTOR LIFT OR ROLLER LIFT & ACCESSORIES		
1	50640-00	COMPACTOR LIFT PLATFORM - HYDRAULIC		$3,016.00
1	7100-31	COMPACTOR PLATE - WACKER WP1550AW HONDA		$2,916.00
		LIGHTS & SAFETY EQUIPMENT		
1	7807-00	WHELEN TA45B72 (LED) 72" WIDE TRAFFIC ADVISOR W/ TACTL5 CTRL		$2,883.00
1	7999-40	TRIANGLE KIT		$42.00
1	7999-20	FIRE EXTINGUISHER 10#	$298.00	$298.00
2	MODS-23	WHELEN MODEL L31HAF STROBE W/L360BGB BRANCH GUARD	$1,644.00	$3,288.00
		EMULSION SYSTEM & ACCESSORIES		
1	BH-153-21	PB MODEL BH-153-21 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 21 GAL. SOLVENT TANK, 132 GAL. EMULSION, WAND WITH 25' HOSE , AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK		$12,131.00
1	MODS-09	EXTRA 'Y' STRAINER SCREEN		$56.00
1	MODS-11	FOLD DOWN LADDER ON EMULSION TANK		$704.00
		CHASSIS		
1	FRTLINR-04	2022 FREIGHTLINER M2 106 W/ CUM L9 300HP, ALLISON 3500 RDS AUTOMATIC TRANSMISSION W/ PTO PROVISION, 12,000 LB FRONT LEAF SPRING AXLE, 23,000 REAR LEAF SPRING AXLE 50 GAL ALUMINUM FUEL TANK, STEEL WHEELS, CAB PAINTED WHITE.		$83,046.00
		SUB TOTAL:		$225,539.00
		3% SOURCEWELL DISCOUNT:		($6,766.00)
		NON LISTED ITEMS		
1	CUSTOM	DOOR IN SHOVELING APRON FOR PINTLE HITCH ACCESS		$1,509.00
1		SIGN STORAGE BOX WITH PARTITIONS		$9,871.00
1		ADDITIONAL SOLVENT FILTER AND OIL RETURN FILTER		$87.00
1		DIP TANK - SHOVEL SIZED WITH SLOTTED LID - LIKE OLD UNIT		$1,035.00
		ADD FOR 2023 MODEL YEAR CHASSIS ILO ABOVE		$8,884.00
		TOTAL:		$240,159.00
		SALES TAX (8.75%):		$21,013.91
		FREIGHT AND PDI:		$4,200.00
		TOTAL WITH FREIGHT:		$265,372.91

NOTES:
1.LEAD TIME FOR BODY PRODUCTION IS 90 DAYS, WITH AN ADDITIONAL 90-120 DAYS TO INSTALL AFTER RECIEPT OF CHASSIS AND BODY.

2. PB LOADER REQUIRES A 126" CAB TO AXLE. REQUIREMENT MUST BE MUTUALLY AGREED UPON WITH PB LOADER PRIOR TO ORDERING THE CHASSIS. PB LOADER WILL NOT BE RESPONSIBLE FOR FRAME CHANGES DUE TO INSUFFICIENT CHASSIS FRAME SPACE.

3. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER

4. CHASSIS REQUIRES PTO AND AUXILIARY SWITCHES IN DASH.

5. DELIVERY DATE FOR CHASSIS TO PB LOADER MUST BE MUTUALLY AGREED UPON

Delivery times are approximate.

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 052417-PBL

Proposer's full legal name: PB Loader Corporation

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be October 2, 2017 and will expire on October 2, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on September 29, 2017

NJPA Contract # 052417-PBL

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name PB Loader

Authorized Signatory's Title President

VENDOR AUTHORIZED SIGNATURE

Jason Thompson
(NAME PRINTED OR TYPED)

Executed on _____, 20___

NJPA Contract # 052417-PBL


ELGIN
RegenX
ELGIN
ELGIN

Quote: City of South Lake Tahoe

Purchase Order No.		Terms		

		Sales Region	
		Chad Medina	

Order Qty	Description	Net Unit Price	extended Price

ADD:
1130043 A-TOOL BOX LH-RM
1130044 A-TOOL BOX RH-RM
****

1.000	1	REGENX-RM	REGENX-RM
1.001	1	1130001	RM-JD 74 HP T4F-M2
1.002	1	1132032	2020 FL M2 106 WB=176
1.003	1	1061886	O-HYD OIL LVLfTHERMO
1.004	1	1070639	O-LED STOPfTURNfTAIL
1.005	1	1081188	A-KEY,M2 CHASSIS SPARE
1.006	1	1081365	A-AIR FLTR CAB LT
1.007	1	1081748	0-1 BOS AIR 905 CLTH
1.008	1	1081912	A-DL ARM RST FL M2
1.009	1	1095548	A+SIDE CAM LEFT HAND
1.010	1	1109607	A-12 IN. CONVEX MIRRORS
1.011	1	1118356	A-2.5 LB FIRE EXT, M2 J/MV/RM
1.012	1	1120793	O-TURBO II PRECLNR J/MV/MX-T4F
1.013	1	1123271	A+BAT DISCONNECT SW-CHASSIS
1.014	1	1130040	ALTS-FREIGHTLINER M2 CHS-RM

CONTINUED NEXT P 444

Line No.	Order Qty	Part Number	Description	Net Unit Price	Extended Price
1.015		1130042	A+INSPECTION DOOR RH-RM		
1.016		1130049	O+FRT/RR LED BCN/RR ARWSTK-RM		
1.017		1130055	0-IN CAB HOPPER DUMP.RM		
1.018		1130056	O+URETHANE LINED HPR-RM		
1.019		1130776	O+HOPPER DELUGE-RM		
1.020		1131222	0-LH SIDEBROOM TILT		
1.021		1131223	0-RH SIDEBROOM TILT		
1.022		1131236	0-AUX HYO PUMP W/ IN CAB DUMP		
1.023		1131536	O+HPR W/6 IN. DR LIFELAST RM		
1.024	1	1132252	A-LED SB LTS/RR FLOOD LTS-RM		
1.025	1	1132629	AY-T4F LOGO PKG-RED		
1.026		1132709	0-PNEUMATIC W/ SCRUB SBRM AY		
1.027	1	1132945	O+PM10 REGENX		
1.028	1	1132957	0-VARIABLE SPD BRM-RM		
1.029	1	1133102	O+FRONT SPRAY BAR W PM10-RM		
1.030	1	4810001	WHT FREIGHTLINER		
1.031	1	4820001	WHT FREIGHTLINER		
1.032	1	1130043	A-TOOL BOX LH-RM		
1.033	1	1130044	A-TOOL BOX RH-RM		
2.000	1	0701678	REGEN-X OPERATORS MANUAL		
3.000		0701705	AIR PRODUCTS MACH DELIVERY PKT		
4.000	1	0702020	ELGIN SAFETY MANUAL		
5.000	1	0702256	REGEN-X PARTS BOOK		
6.000		0702472	REGEN-X SERVICE MANUAL		
7.000	1	0704005	FREIGHTLINER M2 PARTS		
8.000	1	0704006	FREIGHTLINER M2 OPERATOR		
9.000	1	0704007	FREIGHTLINER M2 SERVICE		
10.000	1	0704046	JD 4045TFC03 T4F OPER MANUAL		
11.000	1	0704047	JD 4045TFC03 T4F PARTS BOOK		
12.000	1	0704048	JD 4045TFC03 T4F SERV MANUAL		
13.000	1	0730166	BROOM MEASUREMENT RULER		
14.000	1	1032481	A-16'8"HOSE-EFGJLPSY		
15.000	1	6063004	A-D-1 KEY,IGN		

Line No.I	Order Qty	Part Number	Description	Net Unit Price	Extended Price

BY: _____

DATE: _____

SUBTOTAL	$275,256.00
SALES TAX	$24,084.90
CA MUNICIPAL DISCOUNT	$10,950.00
TOTAL DUE	**$288.390.90**

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 122017-FSC

Proposer's full legal name: Federal Signal Corp.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-FSC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Federal Signal Corp.

Authorized Signatory's Title Business Development Manager

VENDOR AUTHORIZED SIGNATURE

David Parizzi
(NAME PRINTED OR TYPED)

Executed on 2/23, 2018

NJPA Contract # 122017-FSC

GLOBAL ENVIRONMENTAL PRODUCTS

GLOBAL M4 ZE-Series



ZERO EMISSIONS For A Greener Tomorrow

ZERO Emissions Street Sweeper is Finally Here!

1st Heavy-Duty FULLY ELECTRIC Powered Street Sweeper in USA! Protecting our Future with Zero Emissions!

Global M4 ZE-Series Street Sweeper is a high-perfor - mance Heavy Duty Street Sweeper that utilizes a High Capacity Hopper and Robust Sweeping System. Powered by Electrical System , we are proud to offer a Street Sweeper that produces ZERO EMISSIONS at all times! Electric Drive System and Sweeping System is Ultra Quiet yet very powerful!

Global M4 ZE-Series

- Rear Dump and Side Dump Hopper Available.
- Extremely quiet operation.
- Always ZERO EMISSIONS!
- Electric Motor Drives the Sweeper.
- Highway Travel Speed.
- Up to 12 MPH Sweeping speed.
- Heavy-Duty Sweeping System.
- Sweeps up to 3-Tons of sand per minute.

- Global Environmental Products continues industry-leading innovative engineering with the introduction of the World's 1st purpose-built electric hybrid then fuel cell electric & full plugin electric street sweeper.
- Global Environmental Products equipment offers uncompromising performance, consistent quality, durability and reliability. Our comprehen - sive range of machines provides the right cleaning equipment for your application.

- Global Environmental Products
  - Reliable / Durable Equipment
  - Innovative Engineering / Design
  - Industry Leading Reputation
  - Dedicated Customer Service
  - Outstanding Sales Professionals
  - Fast Parts and Service
  - National Dealer Network

City of South Lake Tahoe Quote - 09-30-21	
Base Cost:	$597,286
Options:	$17,600
Tax:	$53,854
Total:	$669,337

MADE IN THE USA

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 12.

Agenda Item: City Council Capital Improvement Program Subcommittee

Executive Summary: To harmonize CIP priorities with the 2021-2026 Strategic Plan, staff desires to re-format the CIP process and the CIP document to embrace trending initiatives such as sustainability, open clear dialogue with city departments and senior staff, continue and improve upon asset condition assessments and indexes, and update and refine criteria for project evaluation.

The action recommended herein is the selection of two (2) City Council members to serve on an ad hoc sub-committee working group that would participate in the analysis of the existing Capital Improvement Program evaluation criteria and assist with the selection of priority projects aligning with the 2021-2026 Strategic Plan and in conformance with the City's General Plan.

Requested Action / Suggested Motions: Pass a Motion to establish an ad hoc Capital Improvement Program Subcommittee and appoint two council members to serve as part of a working group to evaluate and update the City's Capital Improvement Program Policies, Evaluation Criteria, and Project Prioritization.
Responsible Staff Member: Jim Marino, Capital Improvements Manager

Responsible Staff Member: Jim Marino, Capital Improvements Manager (530) 542-6027

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report City Council CIP Subcommittee.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: January 4, 2022

Title: City Council Capital Improvement Program Subcommittee

Location: Citywide

Responsible Staff Member: Jim Marino, Capital Improvements Projects Manager (530) 542-6027

Background: On February 25, 2020, City Council held a public Vision and Strategic Planning Workshop in an effort to refine strategic priorities developed via workshops in 2019, and at the City Council's March 25, 2020 special meeting, the City Council directed staff to bring forward an action item to establish a Council Ad Hoc subcommittee, known as the Transformative Change Committee ("Committee"), to conduct an examination of a long-term economic development and recovery strategy for the City of South Lake Tahoe. The City Council voted to approve the formation of the Committee on April 1, 2020.

The Committee developed the "Recommendations Report." The recommendations in the report were utilized and meant to act as a guiding document for developing a set of strategic priorities, with the ultimate objective to develop a 5-year Strategic Plan to serve as a "blueprint" for the City Council. The City Council held a "Strategic Planning Advance" on January 19, 2021 facilitated by City Manager Irvin to discuss and validate the Strategic Plan Priorities, Goals and Action Items to be included in the 2021-2026 Strategic Plan.

On March 2, 2021 City Council approved the 2021-2016 Strategic Plan.

Issue and Discussion: The Capital Improvement Program addresses the City's needs relating to the acquisition, expansion, rehabilitation, and replacement of long-lived assets. The CIP serves as a planning instrument to identify needed capital projects and coordinate the financing and timing of improvements in a way that maximizes the return to the public. It provides a planned and programmed approach to utilizing the City's financial resources in the most responsive and efficient manner to meet its service and facility needs. It serves as a "blueprint" for the future of the community and is a dynamic tool, not a static document. A critical element of a balanced CIP is the establishment of funds to both preserve or enhance existing assets and provide new assets to respond to changing service needs and community evolution.

To harmonize CIP priorities with the 2021-2026 Strategic Plan, staff desires to re-format the CIP process and the CIP document to embrace trending initiatives such as sustainability, open clear dialogue with city departments and senior staff, continue and improve upon asset condition assessments and indexes, and update and refine criteria for project evaluation.

The action recommended herein is the selection of two (2) City Council members to serve on an ad hoc sub-committee working group that would participate in the analysis of the existing Capital

Improvement Program evaluation criteria and assist with the selection of priority projects aligning with the 2021-2026 Strategic Plan and in conformance with the City's General Plan.

Financial Implications: There is no direct fiscal impact associated with this agenda item. While there will be budget appropriations specific to future Capital Improvement Program projects, those fiscal impacts will be provided to Council for approval on an annual basis at the time of budget adoption.

Environmental Considerations: The discussion in this report is not considered a project under CEQA, as it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378(b)(2) and 15378(b)(4) and is, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

Policy Implications: The selection of CIP Sub-committee members does not negatively impact the City's existing financial policy for the preparation and adoption of a Capital Improvement Plan as listed below:

A Capital Improvement Plan (CIP) shall be prepared for the upcoming budget year and the next five fiscal years. The purpose of the CIP is to systematically plan, schedule and finance capital projects to ensure cost effectiveness as well as conformance with established funding and construction policies. The CIP shall reflect a balance between capital replacement projects that repair, replace, or enhance existing facilities, equipment or infrastructure, and capital facility projects that significantly expand or add to the City's existing fixed assets.

A. *Annual Adoption of CIP*
   The City Council shall adopt the annual CIP that addresses all capital investments planned for the budget year and for the subsequent budget years at the same time as adoption of the Annual Budget.

B. *Annual Appropriation Requirement*
   The capital budget represents only the first year of the CIP. The primary difference between the capital budget and the CIP is that, through the annual Appropriation Resolution passed by the City Council, the Capital Budget legally authorizes expenditures during the upcoming fiscal year. The CIP includes the first-year projections as well as future projects for which financing has not been secured or legally authorized. The funding allocation for future years of the CIP is therefore subject to change.

C. *Project Manager*
   Every capital improvement project will have a project manager who prepares the project proposal, ensures that required phases are completed on schedule, authorizes all project expenditures, ensures that all regulations and laws are observed, and periodically reports project status.

D. *Statement of Fiscal Impact on the Operating Budget*

   Each approved CIP project will contain a statement of fiscal impact on the annual operating budget and the source of funding.

The creation of City Council Subcommittees conforms to City Council Protocols. City Council Protocols, Section VII., (2) Subcommittees, states:

“City Council subcommittees are formed on an as needed basis with a clearly defined purpose and term. Subcommittees will consist of two Councilmembers agreed upon by a consensus of the Council. Meetings of the Council subcommittees are not open to the public, unless specified by the Council.”

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: January 4, 2022
Agenda Item #: 13.

Agenda Item: Agenda Planning Calendar

Executive Summary:

Requested Action / Suggested Motions: Identify, with consent of at least two Council members, any desired future agenda items, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager

Responsible Staff Member:

Reviewed and Approved By:

Attachments:

APC - December 28, 2021.pdf

2022 Agenda Planning Calendar

Updated 12/28/2021

	Department	Agenda Item	Agenda Section
Jan. 18 5:30 p.m.	**City Attorney**	Formal agreement with El Dorado County for 56-Acres	
	City Clerk	Citizen Appointments to Boards and Commissions	
		Campaign Contribution Limits	
		Presentation - South Tahoe Chamber of Commerce (Bruce Grego)	
	City Manager	Tahoe Way - Strategic Plan Amendment	
		TRPA's proposed RTP funding structure discussion	
	Dev Serv	Movable Tiny Homes ordinance (first reading)	
		56-Acre Master Plan IS/ND	
		Ordinance - Bijou/Al Tahoe Community Plan Amendment (second reading)	
		Agreement with Alpine Corporation for affordable housing project	
	Finance	Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF)	Consent
	Public Works	Award Contract Third part Plan Review Services - Rec & Aquatic Center	
		Award Contract for Lake Tahoe Blvd Bike Trail Project	
Feb.1, 9 a.m.	**City Attorney**	Cannabis Ordinance Amendments	
	City Clerk	Citizen Appointments to Boards and Commissions	
	Dev Services	Movable Tiny Homes ordinance (second reading)	

2022 Agenda Planning Calendar

Updated 12/28/2021

	Finance	Transfer of Unclaimed Check Funds	
	FD/PD/PW	Annual Reports	
	Pub. Works	Master PSA Airport Arch.l, Eng., Const. Mgmt, & DBE Compliance Support Serv.	
		Underground Storm Drain Pipe Focused Condition Assessment	
		Draft RFP for Braodband Services	
Feb. 15, 5:30 p.m	**Dev Serv**	Property Management rental incentive PSA	
		Plan Area Statement Update for Tourist Accommodation Uses	
		TRPA Comodity Apprasal	
Finance		Fiscal Year 2021-22 Quarterly Financial Status Report – QE December 31, 202	Consent
		Investment Portfolio Report – December 31, 2021	Consent
	Public Works	EIP Project update Presentation	
Mar. 1, 9 a.m.	**DevServices**	PLHA Moderate Income Homebuyer Administration PSA	
		Local Housing Revenue feasibility study PSA	

2022 Agenda Planning Calendar

Updated 12/28/2021

		Reach Code PSA	
	Public Works	Award Contract PD - Community Recource Center Renovations	
		SW Gas Prestentation Renewable Energy Goals	
		Award PSA Fire Station II Feasability Study	
Mar. 15, 5:30 p.m	**Finance**	2021-2022 Master Fee Schedule	NB
		Ski Run Business Improvement District Annual Assessment	NB
		2021-2022 Fiscal Year Budget Mid-Year Adjustments	NB
		5-year plan	NB
		2020-2021 Small Business Sustainability (SBS) Loans Update	
Mar. 29, 9 a.m.		**Strategic Planning Advance**	
April 5, 9 a.m.	**Finance**	City Annual Comprehensive Financial Report (ACFR) FY ended 09/30/2021	Consent
		Ski Run BID Levy of Assessment for Business License Year 2022/2023	PH
	Dev Serv	Tourist Core Area Plan Amendment: 3828 Montreal Rd	
May 3, 9 a.m.			
May 17, 5:30 p.m	**Pub. Works**	Award FY 2023 Airport Master Plan RFQ	
June 7, 5:30 p.m.			
June 21, 5:30 p.m.			

2022 Agenda Planning Calendar

Updated 12/28/2021

Aug. 9, 9 a.m.		
Aug. 23, 9 a.m.	**Budget Workshop**	
Sept. 6, 9 a.m.		
Sept. 20, 5:30 p.m.		
Oct. 4, 9 a.m.		
Nov. 1, 9 a.m.		
Nov. 15, 5:30 p.m.		
Dec.13, 9 a.m.		
Unscheduled/Pending		
	City Attorney	Parking Garage License Agreement with Verizon
	City Attny/PW	Undergrounding Utilities
		Amendments to Small Cell Policy
		Liberty Utilities Franchise Agreement
	City Clerk	Records Management Policy (Updated)
		Pride Month Proclamation (June)
		Policy - Use of Personal Devices for City Business
	City Manager	Economic Development Strategy

2022 Agenda Planning Calendar

Updated 12/28/2021

	Juvenile Treatment Center Discussion
	Non Profit Community Benefit Grant Policy
	ARPA Project Funding List (If 5M is allocated to Ski Run Affordable Housing Project)
	Potential new City slogan
	Customer satisfaction survey(s)
Dev Services	Inclusionary housing ordinance
	RFP for consulting firms for Bijou / Al Tahoe Area Plan and Bijou Parks Master Plan
	Plan Area Statement 111 amendment
	Single Room Occupancy Program Amendments
	Outside Eating Code Review (coverage, seating, parking etc)
	HOME grant application resolution
Fire	
Police	
Public Works	**A**ward Engineering and Construction Contract South Hangar Taxi Lane Rehab
	SEED Solar Photovoltaic Project PPA
	Award - James and Eloise Drainage Improvement Project Phase 1
	Award FY 2023 Airport Master Plan RFQ

2022 Agenda Planning Calendar

Updated 12/28/2021

	Facility Condition Assessment & Plan – Parking Garage
	Airport Deferred Maintenance Plan
	Award 5-Year Lease/Concession for Airport Suite # 105
	Lake Tahoe Blvd Class 1 Bike Trail (Viking Way to Y)
Recreation	Bijou Park Master Plan
	Bijou Golf Course "Rock the Lake" Event and Review